

Warner Unified School District

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



BOARD OF TRUSTEES MEETING REGULAR SESSION

AGENDA

TUESDAY

August 11, 2020

6:00 P.M.

LOCATION: Join Zoom Meeting

<https://zoom.us/j/3046344158?pwd=SlZvT2syEFRpOEh1bUw3YUM2Z1J6QT09>

BOARD OF EDUCATION

JEANNEAN ROMBAL-PRESIDENT

MELISSA KROGH-VICE PRESIDENT

CAROLYN AUDIBERT-CLERK

PJ STONEBURNER-MEMBER

MELODY SEES-MEMBER

STUDENT MEMBER - None

Welcome to the Monthly Board of Trustees

Meeting PUBLIC INPUT

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

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

CONSENT AGENDA

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

CLOSED SESSION

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

AMERICANS WITH DISABILITIES ACT

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

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

B. CALL TO ORDER

C. ROLL CALL

D. ACCEPTANCE OF CLOSED SESSION AGENDA

E. CLOSED SESSION

1. Conference with Labor Negotiators(Gov. Code section 54957.6) Represented Employees:
CSEA. Agency Negotiators: David MacLeod and Andrea Sissons.

F. CONVENE TO OPEN/ REGULAR SESSION [Zoom meeting at 6pm]

G. CALL TO ORDER

H. ROLL CALL

I. FLAG SALUTE

J. ACCEPTANCE OF OPEN AGENDA

K. REPORT OF ACTION TAKEN IN CLOSED SESSION

L. WELCOME-BOARD PRESIDENT

M. GENERAL BUSINESS

N. PUBLIC HEARINGS

O. APPROVAL OF MINUTES

1. Minutes of Regular Board Meeting, June 8, 2020
2. Minutes of the Special Board Meeting, June 24, 2020
3. Minutes of the Special Board Meeting, July 16, 2020

P. 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 : None

Staff : None

ii. DISTRICT BRIEFING

iii. CHARTERS

iv. INDIAN ADVISORY COMMITTEE

6. BUSINESS MANAGER'S REPORT

7. BOARD REPORT

Q. 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.

R. SPECIAL PRESENTATION-None

S. ACTION ITEMS

1. Consider approval to suspend the graduation requirement of 10 hours of community service for the academic school year, 2020-2021, due to Covid19 and related restrictions.
2. Consider approval of the NISER IntraSELPA Tuition Agreement, Memorandum of Understanding for the Tuition Calculation for ESY Only for the 2019-2020 school year.
3. Consider approval of the NISER IntraSELPA Tuition Agreement, Memorandum of Understanding for the Tuition Calculation for Special Education Tuition for the 2020-2021 school year.
4. Consider approval of initial proposals from the California School Employees Association(CSEA) to the Warner Unified School District.
5. Consider approval of initial proposals from the Warner Unified School District to the California School Employees Association(CSEA).
6. Consider approval of the employment of Peter Main for the five hour Maintenance and three hour Custodian position, pending pre-employment screening.
7. Consider approval to accept the 45 day revised budget for the 2020-2021 school year.
8. Consider approval of San Diego County Superintendent of Schools Agreement with WUSD for SDQPI Provider Services commencing July 2, 2020 and ending June 30, 2023.
9. Consider approval of the Agricultural Career Technical Education Incentive Grant 2020-21 Application for Funding.
10. Consider approval of Infinity Communications and Consulting, Inc. Master Agreement for Professional Services.

T. CONSENT AGENDA

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

1. Commercial Warrants
2. Purchase Orders
3. Consider approval of William Roder as a substitute teacher.
4. Consider approval of Sadie Pratt as a substitute teacher, pending pre-employment screening.
5. Consider approval of Edwin Martinez as a classified substitute, pending pre-employment screening.
6. Consider approval of the 2020-2021 Non Public Master Contract with Vista Hill for mental health services.
7. Consider approval of the 2020-2021 Non Public Master Contract with Specialized Therapy Services.
8. Consider approval of the 2020-2021 Non Public Master Contract with San Diego County Speech Pathologist Services, Inc.

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

V. INFORMATION ITEMS AND DISCUSSION

1. District Enrollment 2020-2021: Numbers fluctuating during enrollment.

| Preschool | August | September | October | November | December |
|-----------|----------|-----------|---------|----------|----------|
| | 4 | | | | |
| January | February | March | April | May | June |
| | | | | | |
| | | | | | |

| Class | August | September | October | November | December |
|---------------|--------|-----------|---------|----------|----------|
| Elementary | 118 | | | | |
| Middle School | 33 | | | | |
| High School | 58 | | | | |
| Total | 209 | | | | |

| Class | January | February | March | April | May |
|---------------|---------|----------|-------|-------|-----|
| Elementary | | | | | |
| Middle School | | | | | |
| High School | | | | | |
| Total | | | | | |

| Class | June |
|---------------|------|
| Elementary | |
| Middle School | |
| High School | |
| Total | |

2. Inter-District Attendance Permits: None

- i. New In – 0
- ii. New Out – 1
- iii. Renew In – 0
- iv. Renew out - 8

3. Williams Complaints: None

4. Activities Calendar: None scheduled due to school closure. First day of school is Aug. 12, 2020

W. BOARD COMMUNICATION

X. ANNOUNCEMENT OF NEXT MEETING AND ADJOURNMENT

September 8, 2020

Minutes

Regular Meeting June 8, 2020

June Special Meeting June 24, 2020

July Special Meeting July 16, 2020

WARNER UNIFIED SCHOOL DISTRICT

MINUTES OF REGULAR MEETING OF THE GOVERNING BOARD

June 8, 2020

- A. **REGULAR SESSION:** [Zoom Meeting at 6pm]
- B. **CALL TO ORDER:** The meeting was called to order at 6:00 pm by Jeannean Rombal, President of the Governing Board.
- C. **ROLL CALL:** Members present: Audibert, Krogh, Rombal, Sees and Stoneburner (entered meeting late). Absent: None
EMPLOYEES PRESENT: MacLeod, Sissons and Hill.
VISITORS: 56 Zoom Attendees
- D. **FLAG SALUTE**
- E. **ACCEPTANCE OF OPEN AGENDA:** Motion to accept Open Agenda passed by unanimous vote, (5-0).
- F. **WELCOME- BOARD PRESIDENT:** Jeannean Rombal
- G. **GENERAL BUSINESS**
- H. **PUBLIC HEARINGS:** None
- I. **APPROVAL OF MINUTES:**
 - 1. Minutes of the Regular Board meeting, May 12, 2020. Motion passed by unanimous vote, (5-0).
- J. **REPORTS**
 - 1. Student Body Representative: Kimberly Venegas enjoyed serving on the Board and will miss the continued opportunity.
 - 2. Association of Warner Educators: None
 - 3. California School Employees Association: None
 - 4. Parent Teacher Community Club: None
 - 5. Superintendent's Report:
 - i. **RECOGNITION:** None due to school closure.
 - ii. **DISTRICT BRIEFING:** Superintendent MacLeod reminded our Board and attendees that our High School graduation will be held on June 10 at the High School football field. Business is winding down for summer, but there will be a Special Board meeting at the end of June. Mr. MacLeod told the Board that June 8 was the last day Warner distributed meals until the start of the 2020-2021 school year.
 - iii. **CHARTERS:** All Tribes Charter
 - iv. **INDIAN ADVISORY COMMITTEE:** None
 - 6. **BUSINESS MANAGER'S REPORT:** Andrea Sissons presented the LCAP report, the same that was presented at the public hearing on June 5, 2020.
 - 7. **BOARD REPORT:** Vice President Krogh said she will be unable to attend the High School graduation due to her work schedule. Carolyn Audibert voiced her disappointment that neither school nor graduation were resuming as normal. PJ Stoneburner said he will be attending High School graduation. Melody Sees said she feels badly that our Seniors won't have a normal graduation. President Rombal said she is hoping that the Ramona Fair will go on as normal for the sake of the students in FFA that have worked hard raising their animals.
- K. **PUBLIC HEARINGS-HEARING OF PUBLIC ON NON - AGENDA ITEMS:** None
- L. **SPECIAL PRESENTATION:** Michelle Parada for All Tribes
- 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. There was a discussion at length about how the Senior's money can and should be distributed. It was noted that ASB Rules must apply to the distribution of funds. There was a meeting with the Seniors and Admin. to explain how the money can legally be distributed. Admin. would apply the funds to a Visa Travel Card for the purpose of each individual Senior to plan their own trip. It allows the student to determine what their travel will look like. Language to be amended in Resolution 2019-2020-014. Blue cards were accepted for those that wanted to speak: Chris Laidlaw, Kimberly Venegas and John Pavlovich.

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. Motion passed by unanimous vote, (5-0).
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. Motion passed by unanimous vote, (5-0).
4. Consider approval of the Employment Agreement for Certificated Employment of (E.C. 44909), Joshua Brown. Motion passed by unanimous vote, (5-0).
5. Consider approval to renew the Charter Petition for All Tribes Charter Schools for two years, expiring June 30, 2022. The following people requested a blue card to speak: Michelle Parada, April Kolb, Kat Kolb, Anette Guachino, Ray Belardes, Kat Havlu, Justin Blackowl and Stephen Daly. Motion by Vice President Krogh, 2nd by Carolyn Audibert to pass by unanimous vote, (5-0).
6. Consider approval of the 2020-2021 Local Control Accountability Plan (LCAP) Addendum. Language was changed to read, Consider approval of the 2019-2020 LCAP Covid Action Report. Motion to change language passed by unanimous vote, (5-0). Motion to approve passed, (4-1), Melissa Krogh with the Nay vote.
7. Consider approval of the Adopted Budget for the 2020-2021 school year. Motion passed by unanimous vote, (5-0).
8. Consider approval of the Agreement for Professional Services provided by Janet L. Mueller of Dannis Woliver Kelley, Attorneys at Law. Motion passed by unanimous vote, (5-0).

N. CONSENT AGENDA

All matters listed on the Consent Agenda are considered by the Board to be routine and will be enacted by the Board in one motion in the form listed below. Superintendent/Principal recommends approval of all Consent Agenda items. Motion passed by unanimous vote, (5-0).

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. Motion made by Vice President Krogh to strike since there was not a policy meeting prior to the Board meeting. Motion passed by unanimous vote, (5-0).**

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: None

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

3. Williams Complaints: None

4. Activities Calendar: Activities cancelled due to school closure. Graduation is June 10.

Q. BOARD COMMUNICATION: President Rombal is hopeful that High School graduation will be unique and memorable, and reminded Board members that there will be a Special Meeting of the Board later in June. Carolyn Audibert announced that Prom was cancelled due to Covid19. She also congratulated President Rombal on her daughter's election as Warner FFA President. PJ Stoneburner is anxious to start the next school year. Vice President Krogh noted that she wrote a letter to San Diego County Supervisors about the need to improve infrastructure. Melody Sees thanked those individuals who were working hard to prepare for graduation and working through difficult times due to Covid19.

R. ANNOUNCEMENT OF NEXT MEETING AND ADJOURNMENT: Next meeting, June Special; date to be announced. This meeting adjourned at 7:50pm.

Secretary of the Governing Board

Clerk

WARNER UNIFIED SCHOOL DISTRICT
MINUTES OF GOVERNING SPECIAL BOARD

June 24, 2020

- A. **CALL TO ORDER:** The meeting was called to order at 4:35 pm by Jeannean Rombal, President of the Governing Board.
- B. **FLAG SALUTE:** Pledge of Allegiance was led by Jeannean Rombal.
- C. **ROLL CALL:** Members present: Audibert, Krogh, Rombal, Sees. Absent: Stoneburner
- D. **SPECIAL PRESENTATION**
- E. **RECESS TO CLOSED SESSION:** N/A
- F. **RECONVENE TO REGULAR SESSION**
- G. **REPORT OF ACTION TAKEN IN CLOSED SESSION:** N/A
- H. **ACCEPTANCE OF AGENDA:** Motion passed by unanimous vote, (4-0).
- I. **PUBLIC COMMENT ON AGENDA ITEMS ONLY**
- J. **ACTION ITEMS:**
1. Consider approval of the Declaration of Need for Fully Qualified Educators. Motion passed by unanimous vote, (4-0).
 2. Discussion and possible action regarding Parent Survey and the return to school for the 2020-2021 School year. No action was taken. The Board discussed the item and agreed to hold a Special Meeting in mid July.
 3. Consider approval of the contract for the California State Preschool Program, CSPP -0485, for the 2020-2021 school year. Motion passed by unanimous vote, (4-0).
 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). Motion passed by unanimous vote, (4-0).
 5. Consider approval of the independent contract with Fleet Maintenance Services for the 2020-2021 school year. Motion passed by unanimous vote, (4-0).
 6. Consider the independent contract with Merl Johnson Water System Management for the 2020-2021 school year. Motion passed by unanimous vote, (4-0).
 7. Consider approval of the proposal by Bob Greer Electric. SEE ACTION ITEM 8
 8. Consider approval of the proposal by Advance Plumbing Co. Board approved to combine action items 7 and 8 as they are part and parcel to the same project. Motions 7 and 8 passed by unanimous vote, (4-0).
 9. Consider approval of the San Diego County Superintendent of Schools Agreement for Library Media Services Subscriptions. Motion passed by unanimous vote, (4-0).
 10. Consider approval of the San Diego Superintendent of Schools Contract With Warner Unified School District for Synergy Education Platform. Motion passed by unanimous vote, (4-0).
 11. Consider approval of the Memorandum of Agreement San Diego County Schools Fingerprint Clearinghouse. Motion passed by unanimous vote, (4-0).
- K. **INFORMATION ITEMS:** Carolyn Audibert voiced concern over problems that some of the Seniors had difficulty activating their pre-loaded debit cards and mentioned one student that could not get cash. She also mentioned a workshop that was of interest to her. Finally, she was not entirely satisfied with the graduation videography, particularly how some staff were seen on their phones. Melissa Krogh would like to see academics improve. Melody Sees voiced concern from others regarding the layoff of William Roder, Warner's former reading specialist. According to Mrs. Sees, some parents believe the teachers are at fault for not referring more students to Mr. Roder for reading support. Superintendent MacLeod informed the Board that additional positions still need to be filled at Warner.
- L. **ADJOURNMENT:** Meeting adjourned at 6:23 pm.

Secretary of the Governing Board

Clerk

WARNER UNIFIED SCHOOL DISTRICT
MINUTES OF GOVERNING SPECIAL BOARD

July 16, 2020

- A. **CALL TO ORDER:** The meeting was called to order at 3:34 pm by Jeannean Rombal, President of the Governing Board.
- B. **FLAG SALUTE:** The Pledge of Allegiance was led by Jeannean Rombal.
- C. **ROLL CALL:** Members Present: Audibert, Krogh, Rombal, Sees and Stoneburner. Absent: None
Employees Present: David MacLeod, Andrea Sissons and Rhonda Hill
- D. **SPECIAL PRESENTATION:** Presentation by Superintendent MacLeod regarding Action Item two.
- E. **RECESS TO CLOSED SESSION:** N/A
- F. **RECONVENE TO REGULAR SESSION**
- G. **REPORT OF ACTION TAKEN IN CLOSED SESSION:** N/A
- H. **ACCEPTANCE OF AGENDA:** Motion passed by unanimous vote, (5-0).
- I. **PUBLIC COMMENT ON AGENDA ITEMS ONLY:** Holly Pawlicki, David Sees, Julie Osuna, Rhonda Hill, Azalia King, Hannah Dimitrov, Jenny Rudloff and Sabrina Finn.
- J. **ACTION ITEMS:**
 - 1. Consider approval of Diana Ramirez as the Preschool Aide starting the 2020-2021 school year. **Motion Passed by unanimous vote, (5-0).**
 - 2. Discussion and action to consider approval of the Superintendent's Reopening School Plan. **Motion by Melissa Krogh, second by Carolyn Audibert; Motion passed, (4-1).**
- K. **INFORMATION ITEMS:** The School Board is open to another Special meeting and is also willing to operate one or more schools while maintaining distance learning for another. Superintendent MacLeod is going to do another Survey, per the Board.
- L. **ADJOURNMENT:** 6:32 PM

Secretary of the Governing Board

Clerk

ACTION ITEM

1

TOPIC: Consider approval to suspend the graduation requirement of 10 hours of community service for the academic school year, 2020-2021, due to Covid19 and related restrictions.

DESCRIPTION: Board approved on May 12, 2020, students are required to complete 10 hours of community service as part of their graduation requirements. This requirement would be waived for the 2020-2021 academic year.

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval.

ACTION ITEM

2

TOPIC: Consider approval of the NISER IntraSELPA Tuition Agreement, Memorandum of Understanding for the Tuition Calculation for ESY only for the 2019-2020 school year.

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

FISCAL IMPACT: \$3,856.50

RECOMMENDATION: Recommend approval.

NISER IntraSELPA TUITION CALCULATION

ESY ONLY

Serving District Ramona Fiscal Year 19-20
 Date July 30, 2020

STUDENT INFORMATION

Last Name First Name
 Grade Level K-6
 District of Residence Warner Springs ESY Length in Days 20

BASE RATE CALCULATION

Classroom Personnel Costs

| Position | Total Hours | NISER Average Hourly Rate W/ Variable Benefits | Class Divisor | Per Student Cost |
|--------------------|-------------|---|---------------|------------------|
| Teacher | 1 | 80hrs @37.14 10 hrs@ 26.53 | | \$ 3,236.50 |
| Paraeducator | 1 | 31 hrs @ 20.00 | | \$ 620.00 |
| Total Salary Costs | | | | \$ 3,856.50 |

COSTS OVER AND ABOVE (MUST HAVE MOU IN PLACE)

| Service | Hourly Rate | Service Hours | Cost |
|---------|-------------|---------------|------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

(NOTE: Special Education Services Only, Mental Health

Services are to be entered in Tab 3.)

Total Costs Over and Above \$

Amount Due \$ 3,856.50

| | Days | Amount |
|--|-----------|-------------|
| Days Billed in FY 19/20 (Before June 30, 2019) | <u>20</u> | \$ 3,856.50 |
| Days Billed in FY 19/20 (After June 30, 2019) | <u>0</u> | \$ - |

Intra-SELPA Tuition Agreement

Date:

July 30, 2020

Memorandum of Understanding for the Tuition Calculation for ESY Only

This Memorandum of Understanding (MOU) is based on the process outlined in the Tuition Model for 2013-2014 approved by the Superintendent's Council September 26, 2013 where the District of Residence

Warner USD agrees to pay the tuition identified in page 1 of this form to the District of Service

Ramona for services received from July 1 through June 30 of the fiscal year

19-20

or until such time both parties agree to revise or terminate this MOU.

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

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

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

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

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

District of Residence Acceptance

Warner Springs

James W. Proby
Special Education Director

7/31/2020
Date

Andrea Sisson
Finance Director

7/31/2020
Date

District of Service Acceptance

Ramona

Elaine A. Hight
Special Education Director

7/31/2020
Date

Lina Ap
Finance Director

7/31/2020
Date

Jaime Tate Symons
Jaime Tate-Symons, SELPA Director

07/31/2020

Date

ACTION ITEM

3

TOPIC: Consider approval of the NISER IntraSELPA Tuition Agreement, Memorandum of Understanding for the Tuition Calculation for Special Education Tuition for the 2020-2021 school year.

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

FISCAL IMPACT: \$24,287.53

RECOMMENDATION: Recommend approval.

NISER IntraSELPA TUITION CALCULATION

Serving District Ramona Fiscal Year 20-21
 Date July 30, 2020

STUDENT INFORMATION

Last Name [REDACTED] First Name [REDACTED]
 Grade Level K-6
 District of Residence Warner Springs Annual Instructional Days 180
 Type of Class Class Type #2 Student Instructional Days 180
 % of Instructional Days to Bill 100.00%

BASE RATE CALCULATION

Classroom Personnel Costs

| Position | FTE | NISER Average Salary & Benefit Cost | Total Cost | Class Type Divisor | Per Student Cost |
|--------------------------------------|------|-------------------------------------|------------|--------------------|------------------|
| Teacher (1.0 FTE Per Employee) | 1.00 | \$ 85,526.00 | 85,526.00 | 10.00 | \$ 8,552.60 |
| Paraeducator (0.75 FTE Per Employee) | 2.50 | \$ 45,236.00 | 113,090.00 | 10.00 | \$ 11,309.00 |
| Total Direct Salary Costs | | | | | \$ 19,861.60 |

Included Related Service and Other Costs

| Service | Amount Included | Per Student Cost |
|--------------|------------------------|------------------|
| Para support | <u>2.1x30=63@40.98</u> | 2,581.74 |

Total Related Service and Other Costs \$ 2,581.74

Total Base Rate Costs \$ 22,443.34

COSTS OVER AND ABOVE

| Service | Unit value | # of Units | Cost |
|----------------------|-------------|------------|----------|
| Occupational Therapy | 30 min wx36 | 18 hrs | 1,393.38 |
| | | | |
| | | | |
| | | | |
| APE Eval | 3hrs@70.00 | 3 | 210.00 |
| PT Eval | 3hrs@80.27 | 3 | 240.81 |

(NOTE: Special Education Services Only, Mental Health

Total Costs Over and Above \$ 1,844.19

Services are to be entered in Tab 3.)

Total Tuition Cost \$ 24,287.53

602 Distribution Deduct 615.97

% of Instructional Days to Bill 100.00%

Amount Due \$ 23,671.56

Days Billed Semester 1 77

Mid Year Payment \$ 10,126.17

Updated 07/14/2020 (K.Pugh)

| | |
|------------------------|-----|
| Days Billed Semester 2 | 103 |
| Total | 180 |

| | | |
|---------------|----|-----------|
| Final Payment | \$ | 13,545.39 |
|---------------|----|-----------|

IntraSELPA Tuition Agreement

Date:
July 30, 2020

Memorandum of Understanding for the Tuition Calculation

This Memorandum of Understanding (MOU) is based on the process outlined in the Tuition Model for 2013-2014 approved by the Superintendent's Council September 26, 2013 where the District of Residence

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

20-21

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

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

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

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

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

District of Residence Approval

Warner Springs

James W. Proby 7/31/2020
Special Education Director Date

Andrea Simmons 7/31/20
Finance Director Date

District of Service Approval

Warner Springs

Juliana J. Joffe 7/31/2020
Special Education Director Date

Bena Joffe 7/31/2020
Finance Director Date

Jaime Tate Symons 07/31/2020
Jaime Tate-Symons, SELPA Director Date

ACTION ITEM

4

TOPIC: Consider approval of initial proposals from the California School Employees Association(CSEA) to the Warner Unified School District.

DESCRIPTION: CSEA has submitted initial proposals to WUSD to begin the negotiation process.

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval.

**California School Employees Association and its Chapter 842
and the
Warner Springs Unified School District**

TERM AGREEMENT

This Memorandum of Understanding is entered into by and between the Warner Springs Unified School District (hereinafter, "District") and the California School Employees Association and its Chapter #842.

TERM AGREEMENT

1. The parties agree to create a new collective bargaining agreement between the California School Employees Association and its Chapter 842 and the San Diego Unified School District with a term of July 1, 2020 through June 30, 2023.
2. The above referenced collective bargaining agreement shall embody all of the continuing specific terms of the agreement that expires on June 30, 2020 with exception of the term as modified above, and the following:
 - a. The parties agree to increase the classified salary schedule by 3% effective 30 days after ratification of this agreement.
 - b. The parties agree the District shall provide unit members with a printed copy their pay stubs monthly upon request.
 - c. The parties agree unit members have the ability to opt-out of working the after-school program as long as reasonable notice is provided to the District in order to secure replacement coverage for the program.
 - d. The parties agree to annual reopeners on Salary, Health and Welfare Benefits, and one Article from each party.
3. Nothing in this agreement shall be construed as limiting any rights of the parties retained under the provisions of the Educational Employment Relations Act.

Signed this 30th day of June 2020.

CSEA

District

ACTION ITEM

5

TOPIC: Consider approval of initial proposals from the Warner Unified School District to the California School Employees Association (CSEA).

DESCRIPTION: WUSD has submitted initial proposals to CSEA to begin the negotiation process.

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval.

Warner Unified School District

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



Date: March 6, 2020

To: Association of Warner Educators

From: Warner Unified School District

Re: Initial Proposals for 2020-2021

WARNER UNIFIED PROPOSALS

The Warner Unified School District proposes the following 2020-2021 openers for negotiations:

Article IX: Pay and Allowances

WUSD Proposes no salary increases for the 2020-21 school year.

Article XI: Health and Welfare Benefits

WUSD proposes no increase toward employee health insurance premiums. WUSD proposes that any increase to premiums would be passed to the employee.

Article XV Work Year

WUSD proposes potential changes to the Certificated Work year.

ACTION ITEM

6

TOPIC: Consider approval of the employment of Peter Main, pending pre-employment screening.

DESCRIPTION: Five hour Maintenance and three hour Custodian position.

FISCAL IMPACT: \$47,000.00

RECOMMENDATION: Recommend approval.

ACTION ITEM

7

TOPIC: Consider approval to accept the 45 day revised budget for the 2020-2021 school year.

DESCRIPTION: Adopted Budget Multi Year Projection Revised 45 Day

FISCAL IMPACT: TBD

RECOMMENDATION: Recommend approval.

2020-2021 Warner Unified School District

ADOPTED BUDGET MULTIYEAR PROJECTION REVISED 45 DAY

| DESCRIPTION | OBJECT CODE | FY 2020-2021 | | | | FY 2021-2022 | | | | FY 2022-2023 | | | |
|---|-------------|-----------------------------|-------------|-------------|--|---|-------------|-------------|--|-------------------------------|-------------|-------------|--|
| | | Current (Base Year) ADA 190 | | | | First Projected Year ADA 190 | | | | Second Projected Year ADA 190 | | | |
| | | Unrestricted | Restricted | Combined | | Unrestricted | Restricted | Combined | | Unrestricted | Restricted | Combined | |
| A. Beginning Balance as of July 1 | | \$1,820,812 | \$160,505 | \$1,981,317 | | \$1,484,337 | \$97,630 | \$1,581,967 | | \$1,056,053 | \$85,149 | \$1,141,202 | |
| B. Revenues | | | | | | | | | | | | | |
| 1a LCFF Revenue Sources | 8010-8098 | 2,222,084 | 5,000 | 2,227,084 | | 2,188,802 | 5,000 | 2,193,802 | | 2,188,802 | 8,000 | 2,196,802 | |
| 1b Supplemental/Concentration LCFF | 8010-8098 | 446,996 | - | 446,996 | | 465,115 | - | 465,115 | | 465,115 | - | 465,115 | |
| 2 Federal Revenues | 8100-8299 | 180,000 | 564,102 | 744,102 | | 180,000 | 257,102 | 437,102 | | 180,000 | 257,102 | 437,102 | |
| 3 Other State Revenues | 8300-8599 | 35,800 | 188,901 | 224,701 | | 35,800 | 148,901 | 184,701 | | 35,800 | 148,901 | 184,701 | |
| 4 Other Local Revenues | 8600-8799 | 302,800 | 329,453 | 632,253 | | 302,800 | 329,453 | 632,253 | | 302,800 | 329,453 | 632,253 | |
| 5 Total Revenues | | 3,187,680 | 1,087,456 | 4,275,136 | | 3,172,517 | 740,456 | 3,912,973 | | 3,172,517 | 743,456 | 3,915,973 | |
| Beginning Balance & Revenue (A+B5) | | \$5,008,492 | \$1,247,961 | \$6,256,453 | | \$4,656,854 | \$838,086 | \$5,494,940 | | \$4,228,570 | \$828,605 | \$5,057,175 | |
| C. Expenditures | | | | | | | | | | | | | |
| 1 Certificated Salaries | 1000-1999 | 1,033,500 | 293,500 | 1,327,000 | | 1,059,338 | 216,625 | 1,275,963 | | 1,085,821 | 222,041 | 1,307,862 | |
| 2 Classified Salaries | 2000-2999 | 507,500 | 344,638 | 852,138 | | 520,188 | 324,138 | 844,326 | | 533,192 | 332,241 | 865,434 | |
| 3 Employee Benefits | 3000-3999 | 676,948 | 368,520 | 1,045,468 | | 704,026 | 332,120 | 1,036,146 | | 732,187 | 345,405 | 1,077,592 | |
| 4 Books & Supplies | 4000-4999 | 160,085 | 226,950 | 387,035 | | 162,486 | 110,354 | 272,841 | | 166,548 | 112,010 | 278,558 | |
| 5 Services, Other Operating Exp | 5000-5999 | 507,156 | 487,389 | 994,545 | | 514,763 | 399,700 | 914,463 | | 527,632 | 405,695 | 933,328 | |
| 6 Capital Outlay | 6000-6999 | 0 | 0 | 0 | | 0 | 0 | 0 | | 0 | 0 | 0 | |
| 7 Other Outgo - exclude Direct Sup. | 7100-7299 | 0 | 0 | 0 | | 0 | 0 | 0 | | 0 | 0 | 0 | |
| 8 Debt Service | 7400-7499 | 0 | 0 | 0 | | 0 | 0 | 0 | | 0 | 0 | 0 | |
| 9 Direct Support/Indirect Costs | 7300-7399 | 0 | 0 | 0 | | 0 | 0 | 0 | | 0 | 0 | 0 | |
| 10 CSR Reduction (for info only) | 1000-7999 | 0 | 0 | 0 | | 0 | 0 | 0 | | 0 | 0 | 0 | |
| 11 Projected Budget Reduction | | 0 | 0 | 0 | | 0 | 0 | 0 | | 0 | 0 | 0 | |
| 12 Total Expenditures: | | \$2,885,189 | \$1,720,997 | \$4,606,186 | | \$2,960,801 | \$1,332,937 | \$4,293,738 | | \$3,045,381 | \$1,367,392 | \$4,412,773 | |
| D. Interfund Xfers/Other Sources | | | | | | | | | | | | | |
| 1 Transfers In | 8910-8929 | 0 | 0 | 0 | | 0 | 0 | 0 | | 0 | 0 | 0 | |
| 2 Transfers Out | 7610-7629 | 68,300 | 0 | 68,300 | | 60,000 | 0 | 60,000 | | 60,000 | 0 | 60,000 | |
| 3 Sources | 8930-8979 | 0 | 0 | 0 | | 0 | 0 | 0 | | 0 | 0 | 0 | |
| 4 Uses | 7630-7699 | 0 | 0 | 0 | | 0 | 0 | 0 | | 0 | 0 | 0 | |
| 5 Contributions | 8980-8999 | (570,666) | 570,666 | 0 | | (580,000) | 580,000 | 0 | | (580,000) | 580,000 | 0 | |
| E. Net Increase (Decrease) In Fund Balance | | (\$336,475) | (\$62,875) | (\$399,350) | | (\$428,284) | (\$12,481) | (\$440,765) | | (\$512,864) | (\$43,936) | (\$556,800) | |
| F. Ending Balance | | \$1,484,337 | \$97,630 | \$1,581,967 | | \$1,056,053 | \$85,149 | \$1,141,202 | | \$543,190 | \$41,213 | \$584,403 | |
| 1 Revolving Cash | 9711 | 0 | 0 | 0 | | 0 | 0 | 0 | | 0 | 0 | 0 | |
| 2 Other Reserves (FUND 17) | 97xx | 0 | 0 | 0 | | 0 | 0 | 0 | | 0 | 0 | 0 | |
| 3 Restricted | 9740 | 0 | 97,630 | 97,630 | | 0 | 85,149 | 85,149 | | 160,000 | 0 | 160,000 | |
| 4 Stabilization Arrangements | 9750 | 0 | 0 | 0 | | 0 | 0 | 0 | | 0 | 0 | 0 | |
| 5 Other Commitments | 9760 | 0 | 0 | 0 | | 0 | 0 | 0 | | 0 | 0 | 0 | |
| 6 Assigned - Other Assignments | 9780 | 0 | 0 | 0 | | 0 | 0 | 0 | | 0 | 0 | 0 | |
| 7 Reserve for Economic Uncertainties | 9789 | 1,484,337 | 0 | 1,484,337 | | 1,056,053 | 0 | 1,056,053 | | 543,190 | 0 | 543,190 | |
| 8 Unassigned/unappropriated Amount | 9790 | 0 | 0 | 0 | | 0 | 0 | 0 | | 0 | 0 | 0 | |
| G. Components of Ending Fund Balance Total | | \$1,484,337 | \$97,630 | \$1,581,967 | | \$1,056,053 | \$85,149 | \$1,141,202 | | \$703,190 | \$41,213 | \$744,403 | |
| State Reserve Percentage Level for this district: | | 5.00% | | | | 5% Calculated Reserve, or \$50,000 (greater of the two) | | | | DISTRICT MANDATED RESERVES | | | |
| 2019-2020 District ADA (PROJECTED) | | 189.00 | | | | Total Reserves | | | | 17% Calculated | | | |
| | | | | | | FY 2020-2021 | | | | Difference | | | |
| | | | | | | \$1,484,337 | | | | \$794,663 | | | |
| | | | | | | \$1,056,053 | | | | \$740,135 | | | |
| | | | | | | \$703,190 | | | | \$760,371 | | | |
| | | | | | | \$223,639 | | | | (\$57,182) | | | |
| FY 2020-2021 Unappropriated Amount is: | | Positive | | | | | | | | | | | |
| FY 2021-2022 Unappropriated Amount is: | | Positive | | | | | | | | | | | |

(QUALIFIED FOR THE DISTRICT MANDATED RESERVES)

TOPIC: Consider approval of San Diego County Superintendent of Schools Agreement with WUSD for SDQPI Provider Services commencing July 2, 2020 and ending June 30, 2023.

DESCRIPTION: 1. **Scope of Services.** Subject to receipt of the fully executed contract and annual funding from Quality Counts California and the First 5 Commission of San Diego, by the SDCOE, SDCOE and Provider agree to perform services as listed below.

I. THE PROVIDER AGREES

TO:

A. Comply with the Provider Scope of Work as described in **Exhibit "A"**. B. Agree to provide program, site, session, staff, and child as described in **Exhibit "B"**. C. Receive program quality site rating and/or quality rating monitoring activities, as applicable, per the *Quality Counts California (QCC) Implementation Guide*. A copy of this document and the Implementation Guide are attached as **Exhibit "C"**. D. Comply with the Data Management System Use as described in **Exhibit "D"**. E. Prior to beginning services and with the execution of this agreement, provide SDCOE with copies of Providers' current child care license(s) through Community Care Licensing with this agreement and current Certificate of Insurance in compliance with the requirements set forth below.

II. SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS, OPERATING THE QUALITY PRESCHOOL INITIATIVE, AGREES

TO:

A. Provide quality support, coaching, technical assistance, and guidance to the Provider in performing services under this agreement in accordance with the Scope of Work (**Exhibit "A"**). B. Gather the necessary data and implement the necessary activities to issue QRIS site rating(s) or monitor site rating(s) between rating periods, as applicable (**Exhibit "C"**).

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval.

**San Diego County Superintendent of Schools
Agreement with Warner Unified School District
for SDQPI Provider Services
SDCOE Agreement No. _____**

This Agreement, for the provision of services is entered into this 2nd day of July 2020, by and between the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "SDCOE") and WARNER UNIFIED SCHOOL DISTRICT (hereinafter referred to as "Provider") who agrees to provide the following services to the SDCOE:

1. Scope of Services.

Subject to receipt of the fully executed contract and annual funding from Quality Counts California and the First 5 Commission of San Diego, by the SDCOE, SDCOE and Provider agree to perform services as listed below.

I. THE PROVIDER AGREES TO:

- A. Comply with the Provider Scope of Work as described in **Exhibit "A"**.
- B. Agree to provide program, site, session, staff, and child as described in **Exhibit "B"**.
- C. Receive program quality site rating and/or quality rating monitoring activities, as applicable, per the *Quality Counts California (QCC) Implementation Guide*. A copy of this document and the Implementation Guide are attached as **Exhibit "C"**.
- D. Comply with the Data Management System Use as described in **Exhibit "D"**.
- E. Prior to beginning services and with the execution of this agreement, provide SDCOE with copies of Providers' current child care license(s) through Community Care Licensing with this agreement and current Certificate of Insurance in compliance with the requirements set forth below.

II. SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS, OPERATING THE QUALITY PRESCHOOL INITIATIVE, AGREES TO:

- A. Provide quality support, coaching, technical assistance, and guidance to the Provider in performing services under this agreement in accordance with the Scope of Work (**Exhibit "A"**).
- B. Gather the necessary data and implement the necessary activities to issue QRIS site rating(s) or monitor site rating(s) between rating periods, as applicable (**Exhibit "C"**).

2. Term of Agreement.

This Agreement shall be effective from the period commencing July 2, 2020, and ending June 30, 2023, unless sooner terminated by SDCOE as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, Provider shall return to SDCOE any and all equipment, documents or materials and all copies made thereof which Provider received from SDCOE or produced for SDCOE for the purposes of this Agreement.

3. Termination.

This Agreement may be terminated with or without cause by SDCOE. Termination without cause shall be effective only upon 60-day written notice to Provider. During said 60-day period, Provider shall perform all consulting services in accordance with this Agreement.

This Agreement may also be terminated by SDCOE for cause in the event of a material breach of this Agreement, misrepresentation by Provider in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by SDCOE. Termination for cause shall be effected by delivery of written notice of termination to

Provider. It is understood and agreed the termination may be delivered via email and shall be effective on the date sent.

4. Compensation and Reimbursement.

SDCOE will provide funding to agencies operating a California Department of Education (CDE) funded California State Preschool Program (CSPP) CSPP contract, in accordance to the CSPP Quality Block Grant, contingent on the contractors' CSPP sites' continuing SDQPI participation. A contract amendment will be issued with compensation amounts and fiscal requirements, based on county-wide participation and available funding.

5. Confidential Relationship.

SDCOE may from time to time communicate to Provider certain information to enable Provider to effectively perform the services. Provider shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the SDCOE. Provider shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of Provider, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Provider without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to Provider by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

Provider shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the SDCOE. In its performance hereunder, Provider shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

6. Public Records Act.

Provider acknowledges that the SDCOE is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. The SDCOE acknowledges that Provider may submit information that Provider considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). Provider acknowledges that the SDCOE may submit to Provider information that the SDCOE considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

7. Ownership of Documents.

All memoranda, reports, plans, specifications, maps and other documents prepared or obtained under the terms of this Agreement by or for SDCOE shall be the property of SDCOE and shall be delivered to SDCOE by Provider upon demand.

Services provided to the SDCOE, and all participating schools therein, and all related materials including, but not limited to; audio; video; images; Provider's name, slogans, quotes, writings; posters; and any other related materials which are exclusively owned by the Provider will remain the exclusive property of the Provider.

8. Fund Availability

Funding of this Agreement, if funded by the SDCOE, is contingent upon appropriation and availability of funds. Work performed in advance of Agreement approval shall be done at the sole risk of Provider. In the event the funds are not available by operation of law or budget determination, SDCOE shall have the exclusive right to withhold funding.

9. Data Privacy and Protection

All SDCOE content/data (to include but not limited to: students, teachers, interns, aides, Principals, and other administrative personnel) information involved in this agreement shall continue to be the property of and under the control of the SDCOE.

All content/data created by the SDCOE or by its students or personnel using the service provided will cease to be retained by the Provider at the conclusion of this Agreement and will, in fact, be removed from the Provider's records.

The Provider will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this Agreement. Any other use of the SDCOE's student and personnel information will not be undertaken without the express, written consent of the SDCOE.

The Provider uses the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- no data transmission occurs via email
- student and personnel data are stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility
- all server systems have been hardened with industry standard recommended measures for security protection

The Provider will notify the SDCOE within 24 hours of the Provider discovering an unauthorized access or disclosure of SDCOE data.

The Provider and the SDCOE will work together to ensure compliance with FERPA regulations as applicable.

10. No Assignments.

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which SDCOE, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

11. Audit.

Provider agrees to maintain and preserve, until seven (7) years after termination of the Agreement with the SDCOE and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

12. Independent Contractor.

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, Provider is acting as an independent contractor and not as an officer, agent, or employee of the SDCOE.

13. Licenses, Permits, Etc.

Provider represents and declares to SDCOE that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Provider represents and warrants to SDCOE that Provider shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval, which is legally required for Provider to practice its profession.

14. Provider's Insurance.

The Provider shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the SDCOE from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Required Amounts of Insurance:

| | | |
|---|--|-------------------------------|
| General Liability Comprehensive form - Products/Completed Operations | Bodily Injury and Property Damage | \$1,000,000 Amount |
| Auto Liability Comprehensive form - Owned, Non-owned Hired | Bodily Injury and Property Damage Combined | \$100,000/\$300,000 Amount |

The Provider shall file, with the SDCOE, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

15. Workers' Compensation.

The Provider shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or Provider shall sign and file on company letterhead stationery with the SDCOE the following certificate:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."

16. Tuberculosis Clearance.

Provider shall certify in writing that Provider's employees, volunteers, and subcontractors receive clearance for TB.

17. Pupil Safety/School Safety Act.

Provider shall comply with all provisions of Education Code section 45125.1 et seq., as applicable to the determination below. The SDCOE has completed the "Pupil Safety Provisions" below certifying the level of contact that Provider is expected to have with SDCOE'S pupils.

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

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

 The SDCOE has determined that there will be no contact with pupils under the terms of this Agreement.

The above determination is made by Lucia Garay, Executive Director

Signature _____ Date _____
(SDCOE Program Manager/Director)

18. Indemnification.

Provider 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 Provider, that arise out of, pertain to, or relate to Provider's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Provider agrees to provide a complete defense for any claim or action brought against SDCOE based upon a claim relating to such Provider's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Provider'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 Provider's expense, subject to Provider'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 Provider or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

19. Tobacco-Free Facility.

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

20. Notices.

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

SDCOE: Lucia Garay, Executive Director
6401 Linda Vista Rd
San Diego, CA 92111
858-292-3801
lgaray@sdcoe.net

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

Provider: David Macleod
P.O.Box 30951 Highway 79
Warner Springs, CA 92086
760-782-3517
David.macleod@warnerusd.net

21. 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 Provider.

22. Governing Law/Venue.

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.

23. Compliance with Law.

The Provider shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination.

24. Debarment, Suspension or Ineligibility Clause.

By signing this Agreement, the Provider certifies that the Provider, and any of its principles and/or subcontractors:

- i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and;
- ii. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property. Provider certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

25. Final Approval.

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

26. Employment with Public Agency and Retirees.

Provider, if an employee of another public agency, agrees that Provider will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are being performed pursuant to this Agreement. Retirees should seek guidance from their respective retirement system to avoid a loss of retirement benefits.

TOPIC: Consider approval of the Agricultural Career Technical Education Incentive Grant 2020-21 Application for Funding.

DESCRIPTION: CTE Grant

FISCAL IMPACT: Incentive Grant Funds: \$8,528.00
Matching Funds: \$8,528.00

RECOMMENDATION: Recommend approval.

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020-21 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2020)

Warner Jr./Sr. High School

School Site

Warner Unified School District

District

Please include the following items with your application:

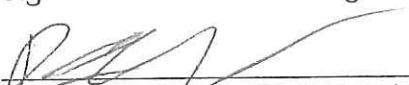
- ☒ Eligibility Determination Sheet
- ☐ Variance Request Form (if applicable)
- ☐ Quality Criterion 12 Form (if applicable)
- ☒ Award Estimator and Budget Sheet
- ☒ List of Agriculture Teachers

Certification: I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.


Signature of Authorized Agent

Cheif Buisness Officer

Authorized Agent Title


Signature of Agriculture Teacher
Responsible for the Program

Signature of Principal

Contact Phone Number: (760) 782-3517

Date of Local Agency Board Approval: _____

will be approved August 2020 Board Mtg

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020-21 APPLICATION FOR FUNDING

California Department of Education
(Due Date: To be received in Regional Supervisor's Office by June 30, 2020)

Eligibility Determination Sheet

IN ORDER TO APPLY FOR FUNDING, YOU MUST MEET ALL THE QUALITY CRITERIA LISTED BELOW.

Please check each Quality Criteria you meet:

- ☒ 1. Curriculum and Instruction
- ☒ 2. Leadership and Citizenship Development
- ☒ 3. Practical Application of Occupational Skills
- ☒ 4. Qualified and Competent Personnel
- ☒ 5. Facilities, Equipment, and Materials
- ☒ 6. Community, Business, and Industry Involvement
- ☒ 7. Career Guidance
- ☒ 8. Program Promotion
- ☒ 9. Program Accountability and Planning

IF YOU CHECKED **ALL** THE REQUIRED QUALITY CRITERIA, PLEASE
CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

If you **do not** meet one or more of the criteria listed above, you may submit a Variance Request Form for each unmet criterion.

A variance is a proposed plan to bring your program into compliance with all the quality criteria listed above, prior to the following year's application.

All variances must be approved with this application in order to be eligible for funding. Non-compliance with the terms of the approved variance will result in a loss of funds.

Will you be including a formal Variance Request Form for each unmet criterion?

☐ Yes ☒ No

IF YOU ARE REQUESTING ONE OR MORE VARIANCES, PLEASE COMPLETE A
VARIANCE REQUEST FORM FOR EACH AND CONTINUE TO THE NEXT PAGE OF
YOUR APPLICATION.

IF YOU DO NOT MEET **ALL** REQUIRED QUALITY CRITERIA LISTED ABOVE,
AND YOU ARE NOT SUBMITTING A VARIANCE REQUEST FORM

STOP

YOU ARE NOT ELIGIBLE TO APPLY FOR FUNDING THROUGH THE AGRICULTURAL
CAREER TECHNICAL EDUCATION INCENTIVE GRANT.

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020-21 APPLICATION FOR FUNDING

California Department of Education
(Due Date: To be received in Regional Supervisor's Office by June 30, 2020)

AWARD ESTIMATOR

DATES OF PROJECT DURATION: JULY 1, 2020 TO JUNE 30, 2021

Applicant Information (please fill in the underlined fields)

Number of Different Agriculture Teachers at Site
(Please attach a separate list of Agriculture teachers' names): 1

Total Number of Students from the prior fiscal year R-2 Report: 66

Number of teachers meeting Criterion 10 (Class size - See instructions): 1

Number of teachers meeting Criterion 11a (Year round employment - See instructions): 1

Number of teachers meeting Criterion 11b (Project supervision period - See instructions): 0

Do you meet all criteria on the attached Quality Criterion 12 Form (Y/N)? 0

Award Calculations

Part 1: Based on your number of agriculture teachers at the site:
(Please attach a separate list of Agriculture teachers' names):

\$ 4,000.00

Part 2: Based on \$8.00 per member listed on the R-2 Report:

\$ 528.00

Part 3a: Based on number of teachers meeting Criterion 10:

\$ 2,000.00

Part 3b: Based on number of teachers meeting Criterion 11a:

\$ 2,000.00

Part 3c: Based on number of teachers meeting Criterion 11b:

\$ 0.00

Part 4: Based on meeting all criteria on the Quality Criterion 12 Form:

\$ 0.00

Total Estimated Award:

\$ 8,528.00

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020-21 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2020)

Budget Sheet

Incentive grant awards must be matched for each Account Number below (4000, 5000, and 6000). Account Number 4000 requires only the subtotal be matched, but Account Numbers 5000 and 6000 must be matched by line item. A waiver of matching must be approved for any instances where matching funds do not meet or exceed Incentive Grant funds.

Amount left to Allocate:

\$ 0.00

4000: Books & Supplies

| Items | Description of Items of Funds Being Used | Incentive Grant Funds | Matching Funds |
|----------|--|-----------------------|----------------|
| 1. | Supplies | \$ 4,264.00 | \$ 4,264.00 |
| Subtotal | N/A | \$ 4,264.00 | \$ 4,264.00 |

5000 Services and Operating Expenses, including services of consultants, staff travel, conferences, rentals, leases, repairs, and bus transportation

| Items | Description of Items of Funds Being Used | Incentive Grant Funds | Matching Funds |
|----------|--|-----------------------|----------------|
| 1. | Travel and Conferences | \$ 4,264.00 | \$ 4,264.00 |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |
| Subtotal | N/A | \$ 4,264.00 | \$ 4,264.00 |

6000 Capital Outlay, including sites, buildings, improvement of buildings, and equipment

| Items | Description of Items of Funds Being Used | Incentive Grant Funds | Matching Funds |
|----------|--|-----------------------|----------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| Subtotal | N/A | \$ 0.00 | \$ 0.00 |

Total Allocated Funds:

\$ 8,528.00

\$ 8,528.00

TOPIC: Consider approval of Infinity Communications and Consulting, Inc. Master Agreement for Professional Services.

DESCRIPTION: Consultant that facilitates the filing of E-rate applications.

FISCAL IMPACT: Standard Hourly Rates Schedule

For additional works that is required outside the scope of the original project, the hourly rates listed will be charged. Standard Hourly Rates are subject to review and adjustment. The hourly rates effective on the date of the Agreement are:

Principal \$175.00/hour
Sr. Systems Designer \$155.00/hour
Systems Designer \$125.00/hour
CAD Operator \$75.00/hour
Sr. Project Manager \$155.00/hour
Project Manager \$95.00/hour
Design Team Coordinator \$75.00/hour
Erate Compliance Consultant \$140.00/hour
Erate Specialist, III \$90.00/hour
Erate Specialist, II \$75.00/hour
Erate Specialist, I \$55.00/hour
Support Staff \$50.00/hour

RECOMMENDATION: Recommend approval.



**PROJECT ATTACHMENT #0512-FY2021A
WARNER UNIFIED SCHOOL DISTRICT**

Master
Agreement No: 0512

SERVICES: CATEGORY ONE E-RATE CONSULTING SERVICES

INFINITY'S RESPONSIBILITIES

Infinity shall perform the following tasks for our Category One E-rate Consulting Services:

E-rate and California Teleconnect Fund (CTF) Consulting Service

1. Client Access – Infinity will be available to the Client by phone, email, or in person to address Client related E-rate Funding issues. Client will provide Infinity with a minimum of 72 hours' notice of a request for onsite service.
2. Program Updates – Infinity will update the Client on changes in the E-rate and CTF process and help staff to take advantage of newly eligible products and services.
3. Program Compliance – Infinity will assist the Client to verify that USAC rules are being followed and, if necessary, provide guidance on new processes or procedures to ensure program compliance, in regards to Bid Evaluations, Procurement, Technology Plans, CIPA compliance, Technology Budget, and Document Retention.

E-rate Application Management

1. Needs Assessment and Strategic Planning – Infinity will assist the Client to determine a Filing Strategy that best meets the Client's needs to maximize the Client's E-rate funding opportunities.
2. Determination of Funding Request Amount – Infinity will prepare the required "Item 21 Attachment Sheet", by; review one (1) month of the Client's bills from eligible Service Providers to determine an estimated annual funding request, review of Client's current annual contract(s) for eligible services, and/or review of new contract(s) for eligible services.
3. File Forms – Infinity will prepare and file the following forms required by USAC's School and Library Division to receive E-rate Category One Telecommunications and Internet Access funding: Form 470, Form 471, and Form 486.
4. Administration of PIA Process – Infinity will assist the Client in responses to and delivery of the required documentation for USAC's "Program Integrity Assurance" (PIA) information requests.
5. Service Provider Collections – Infinity will prepare the Service Provider's required forms ("Discount Grids") to have the Client's eligible discounts added to the monthly Service Provider Bills (SPI Method), or prepare and file the Form 472 (BEAR Method) to have a reimbursement check issued for the eligible discount amount.
6. Application Status – Infinity will provide the Client with progress status on applications, reviews, and modifications, for the Client's open funding requests.

Request for Proposal (RFP) Management Services

1. Develop RFP Documents – Infinity will develop a Request for Proposal (RFP) for Category One Services in compliance with the Client's Local/State and the E-rate Program's procurement requirements. If newspaper publication is required, Infinity will assist the Client with compliance at least 20 days prior to receipt of responses to the Form 470.
2. RFP Tracking – Infinity will distribute and track, in electronic form only, the "RFP Documents" to prospective bidders thru Infinity's "Projects" website.
3. Administration of RFP Process – Infinity will prepare and distribute project clarification(s) and/or addenda(s) to address questions from prospective bidders.
4. Bid Opening – Infinity will conduct the opening of bid response(s). All bid openings will be held at Infinity's offices, unless otherwise agreed upon between the Client and Infinity.
5. Bid Evaluation – Infinity will evaluate the bid responses based on the E-rate Program's requirements for the "Evaluation of Bids", and provide the Client with recommendations for the award of contract(s).
6. Contract Administration – Infinity will collect the documents necessary for the award of contract from the successful bidder and coordinate the delivery to the Client for execution.

Audit Assistance

1. Document Retention – Infinity will maintain a copy of the documents required for E-rate Program's "Document Retention Policy", including; "Pre-bidding Process", "Bidding Process", "Award of Contracts", "Application Process", "Purchase and Delivery of Service", "Invoicing", "Inventory", and "Forms and Rules Compliance", for up to 10 years from the last date of service.
2. Document Assistance – Infinity will assist the Client in the preparation and delivery of the Auditor requested documentation.
3. Support Services – Infinity will represent the Client during all E-rate Audits.



CLIENT'S RESPONSIBILITIES

The Client's responsibilities, for the successful completion of our **Category One E-rate Consulting Services**, shall include:

1. Appointing a representative to act on their behalf, with respect to this agreement and the subsequent projects, who has the authority to render decisions and approve Requests from Infinity, in a timely manner as not to cause unreasonable delay in the progress of Infinity's service.
2. Provide Infinity with reasonable access to the site, if applicable, to allow Infinity the ability to perform the work detailed in this agreement.
3. Provide Infinity all information, required for the successful completion of the agreed service, within 10 days, after the receipt of a request from Infinity. This includes at a minimum, but not limited to; Copies of Monthly Service Provider Bills, Copies of Service Provider Contracts, Approved Free & Reduced Lunch numbers, Budget Information, Copy of Approved Technology Plan, Copy of CIPA Compliance, and "Authorized Contact" information.
4. Provide a Letter of Authorization (LOA), authorizing Infinity, to act on the Client's behalf to file E-rate forms and respond to the USAC's request for information.
5. Sign and certify the E-rate forms required for the Client's application for funding, in a timely manner, as not to cause a failure to comply with the E-rate Program's time sensitive deadlines.
6. For New Contracted Services or Month to Month Services, **only**
 - a. Conduct an "Open and Competitive" bid process, to comply with all applicable Local/State/Federal/E-rate Program procurement requirements, and bidding laws for all "new" requested services and contracts: including, but not limited to, publication of notice of the request for proposal in a newspaper of general circulation twice at least 10 days prior to receipt of the responses.
 - b. Conduct a non-bias bid evaluation, per the E-rate Program's "Evaluations of Bid" requirements, for all bid responses received as the result of posting a Form 470 (RFP).
 - c. Comply with all Local/State/Federal/E-rate Program requirements for the Award of Contract(s), including waiting a minimum of 28 days (after the filing of the Form 470 or RFP, whichever comes later) to execute contracts and/or to submit a Form 471 for the requested service.
 - d. Provide Infinity copies of all documents pertaining to an award of contract for each funding request, to comply with the E-rate Program's "Document Retention Policy", including but not limited to: Bidding Documents, Evaluation of responses, Board Meeting Minutes, Copies of the winning bidder's response, and Bidder's Item 21 Attachment Sheet.
7. Require the Service Provider, for the eligible services the Clients is entitled to receive California Teleconnect Fund (CTF) support, to invoice USAC by the SPI Method (Form 474).
8. Maintain and update an "Equipment Asset Register" (EAR). The EAR shall detail the make, model, serial number, and location of all equipment purchased with the support of the Universal Services Fund (E-rate Program). The Client will provide Infinity a copy of the EAR for compliance with the "Inventory" section of E-rate's "Document Retention Policy".
9. Maintain and update a "Service Provider Reimbursement Reconciliation" (SPRR) spread sheet. The SPRR shall include, by FRN(s), the total amount of funds associated with each reimbursement, and/or the total amount of discounts (in the form of discounted bills, checks, or credits) received from the Service Provider. The Client will provide Infinity a copy of the SPRR for compliance with the "Invoicing" section of E-rate's "Document Retention Policy".
10. Retain documents, for each funding request, related to the "Pre-bidding Process", "Bidding Process", "Award of Contracts", "Application Process", "Purchase and Delivery of Service", "Invoicing", "Inventory", and "Forms and Rules Compliance" for a period of at least 10 years from the last date of service.

*** In the event, something unforeseen happens that is not covered under PROJECT ATTACHMENT #0512-FY2021A with this contract, an additional fee will be negotiated before any additional services are provided.**

**** Should the client cease services with Infinity and request document re-construction for past years filings, there will be a charge for the time to re-create the document library. This charge will be assessed at the time of the request and will need to be paid prior to the release of the re-constructed documents.**

TERM OF CONTRACT:

This Agreement is for a term of **3 years**, with an expiration date of **June 30, 2023**. This agreement may be extended for two (2) additional one (1) year terms with written acknowledgement from both parties.

Infinity's fee will be an annual flat rate fee of **\$3,400.00**, for existing services Category One services.

* Existing services are for services currently being requested through the E-rate program.

** Additional or new services may require and additional fee. This fee must be agreed to prior to billing.



Standard Hourly Rates Schedule

For additional works that is required outside the scope of the original project, the hourly rates listed will be charged. Standard Hourly Rates are subject to review and adjustment. The hourly rates effective on the date of the Agreement are:

| | |
|-----------------------------|---------------|
| Principal | \$175.00/hour |
| Sr. Systems Designer | \$155.00/hour |
| Systems Designer | \$125.00/hour |
| CAD Operator | \$75.00/hour |
| Sr. Project Manager | \$155.00/hour |
| Project Manager | \$95.00/hour |
| Design Team Coordinator | \$75.00/hour |
| Erate Compliance Consultant | \$140.00/hour |
| Erate Specialist, III | \$90.00/hour |
| Erate Specialist, II | \$75.00/hour |
| Erate Specialist, I | \$55.00/hour |
| Support Staff | \$50.00/hour |


Reimbursable Expenses Schedule

Reimbursable Expense rates are subject to annual review and adjustment. The rates effective on the date of the Agreement are:

| | |
|-----------------------------|--------------------------------|
| Newspaper Advertisement | at cost + 15% |
| 8"x11" Copies/Impression | \$0.05/sheet |
| Blue Print Copies | at cost + 15% |
| Reproducible Copies (Mylar) | at cost + 15% |
| Reproducible Copies (Paper) | at cost + 15% |
| Long Distance Phone Calls | at cost + 15% |
| Legal Counsel | at cost + 15% |
| Travel Expenses: | |
| Mileage (auto) | \$0.58/mile |
| Airfare | at cost + 15% |
| Meals | at cost + 15% |
| Lodging | at cost + 15% |
| Standard Labor Rate | See Hourly Rate Schedule Above |

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written below.

Infinity Communications & Consulting, Inc.


 Signature _____ Date 07/14/2020
 Martin Skiby _____ Chief Operating Officer
 Name _____ Title _____
 P.O. Box 999, Bakersfield, Ca. 93302
 Address/City/State/Zip _____
 82-0573429
 Federal Tax ID# _____

Warner Unified School District

Signature _____ Date _____
 Name _____ Title _____
 Address/City/State/Zip _____
 Federal Tax ID# _____

Consent Agenda

- 1. Commercial Warrants**
- 2. Purchase Orders**
- 3. Consider William Roder as a Substitute Teacher.**
- 4. Consider Approval of Sadie Pratt as a substitute teacher, pending pre-employment screening.**
- 5. Consider approval of Edwin Martinez as a classified substitute , pending pre-employment screening.**
- 6. Consider approval of the 2020-2021 Non Public Master Contract With Vista Hill for mental health services.**
- 7. Consider approval of the 2020-2021 Non Public Master Contract With Specialized Therapy Services.**
- 8. Consider approval of the 2020-2021 Non Public Master Contract With San Diego County Speech Pathologist Services, Inc.**

Commercial Warrants

June 2020

July 2020

Commercial Warrant Detail - June 2020

| Date | Reference | Name 1 | Fund | Inv Amount |
|-----------|-----------|--|------|------------|
| 6/2/2020 | 14681080 | ERIC HALL & ASSOCIATES | 0100 | 2000.00 |
| 6/2/2020 | 14681081 | SAN DIEGO COUNTY SPEECH PATHOLOGY SRVCS, | 0100 | 862.50 |
| 6/5/2020 | 14682198 | CONDOR VISUAL MEDIA | 0100 | 1010.00 |
| 6/5/2020 | 14682199 | ARNTZ DISTRIBUTING COMPANY | 1300 | 411.58 |
| 6/8/2020 | 14682755 | ANDREA SISSONS | 0100 | 669.30 |
| 6/8/2020 | 14682756 | CARL FOCARELLI | 0100 | 47.61 |
| 6/8/2020 | 14682757 | TOP NOTCH CATERING | 1300 | 9773.55 |
| 6/8/2020 | 14682758 | RAMONA DISPOSAL | 0100 | 234.28 |
| 6/8/2020 | 14682759 | SAN DIEGO GAS & ELECTRIC | 0100 | 6165.57 |
| 6/8/2020 | 14682760 | AT&T | 0100 | 71.72 |
| 6/8/2020 | 14682761 | US FOODSERVICE | 1300 | 937.82 |
| 6/8/2020 | 14682762 | RICOH USA, INC. | 0100 | 188.28 |
| 6/8/2020 | 14682763 | WILKINSON HADLEY & CO. | 0100 | 1925.00 |
| 6/11/2020 | 14684003 | Merl Johnson - WSM | 0100 | 1047.50 |
| 6/11/2020 | 14684004 | ERIC HALL & ASSOCIATES | 0100 | 2000.00 |
| 6/11/2020 | 14684005 | ASBURY ENVIRONMENTAL SERVICES | 0100 | 340.00 |
| 6/11/2020 | 14684006 | CALIFORNIA SCHOOLS VEBA | 0100 | 5256.53 |
| 6/11/2020 | 14684007 | DAVID MACLEOD | 0100 | 672.75 |
| 6/11/2020 | 14684008 | JOSTENS | 0100 | 49.46 |
| 6/11/2020 | 14684009 | CLINICAL LABORATORY | 0100 | 1085.00 |
| 6/11/2020 | 14684010 | STAPLES CREDIT PLAN | 0100 | 976.80 |
| 6/11/2020 | 14684010 | STAPLES CREDIT PLAN | 0100 | 49.75 |
| 6/11/2020 | 14684011 | OREILLY AUTOMOTIVE STORES | 0100 | 51.09 |
| 6/11/2020 | 14684012 | VERIZON WIRELESS | 0100 | 458.59 |
| 6/11/2020 | 14684012 | VERIZON WIRELESS | 0100 | 251.80 |
| 6/11/2020 | 14684013 | DONALD HOLT | 0100 | 71.44 |
| 6/11/2020 | 14684014 | ARNTZ DISTRIBUTING COMPANY | 1300 | 291.51 |
| 6/11/2020 | 14684015 | RICOH USA, INC. | 0100 | 654.18 |
| 6/15/2020 | 14684918 | NV5 | 0100 | 2740.00 |
| 6/15/2020 | 14684919 | CASCADE DRILLING ,LP | 0100 | 12055.00 |
| 6/18/2020 | 14686078 | ANDREA SISSONS | 0100 | 132.88 |
| 6/18/2020 | 14686079 | CHERMAINE OSUNA | 0100 | 500.00 |
| 6/18/2020 | 14686080 | SOUTHERN COUNTIES LUBRICANTS LLC | 0100 | 266.15 |
| 6/18/2020 | 14686081 | RHONDA HILL | 0100 | 29.98 |
| 6/18/2020 | 14686082 | U.S. POSTAL SERVICE | 0100 | 120.00 |
| 6/18/2020 | 14686083 | JENNIFER RUDLOFF | 0100 | 500.00 |
| 6/18/2020 | 14686084 | CHRISTI FEEZELL | 0100 | 500.00 |
| 6/18/2020 | 14686085 | EWING IRRIGATION PRODUCTS INC | 0100 | 285.70 |
| 6/18/2020 | 14686086 | LLOYD PEST CONTROL | 0100 | 85.00 |
| 6/18/2020 | 14686087 | DION INTERNATIONAL TRUCKS | 0100 | 123.42 |
| 6/18/2020 | 14686088 | AT&T | 0100 | 445.54 |
| 6/18/2020 | 14686089 | US FOODSERVICE | 1300 | 679.17 |
| 6/18/2020 | 14686090 | CIF SAN DIEGO SECTION | 0100 | 200.00 |
| 6/18/2020 | 14686091 | STANDARD INSURANCE COMPANY | 0100 | 375.92 |
| 6/18/2020 | 14686092 | CASBO | 0100 | 500.00 |

| | | | | |
|-----------|----------|--|------|----------|
| 6/18/2020 | 14686093 | VISTA HILL | 0100 | 416.00 |
| 6/18/2020 | 14686094 | LOZANO SMITH | 0100 | 3126.12 |
| 6/25/2020 | 14689780 | Pitney Bowes Inc. | 0100 | 193.95 |
| 6/25/2020 | 14689781 | NV5 | 0100 | 2237.50 |
| 6/25/2020 | 14689782 | JOHN J. POLITANO | 0100 | 6986.00 |
| 6/25/2020 | 14689783 | CALIFORNIA STATE UNIVERSITY SAN MARCOS | 0100 | 1250.00 |
| 6/25/2020 | 14689784 | ROMAN'S TRUCK BODY & PAINT | 0100 | 822.15 |
| 6/25/2020 | 14689785 | CARL FOCARELLI | 0100 | 46.26 |
| 6/25/2020 | 14689786 | FALLBROOK UNION HIGH SCHOOL | 0100 | 27994.95 |
| 6/25/2020 | 14689787 | SYNCB/AMAZON | 0100 | 3310.84 |
| 6/25/2020 | 14689787 | SYNCB/AMAZON | 0100 | 143.72 |
| 6/25/2020 | 14689787 | SYNCB/AMAZON | 0100 | 172.35 |
| 6/25/2020 | 14689787 | SYNCB/AMAZON | 0100 | 1064.41 |
| 6/25/2020 | 14689787 | SYNCB/AMAZON | 1200 | 271.52 |
| 6/25/2020 | 14689788 | SOUTHWEST SCHOOL SUPPLY | 0100 | 254.20 |
| 6/25/2020 | 14689789 | DION INTERNATIONAL TRUCKS | 0100 | 1010.32 |
| 6/25/2020 | 14689790 | OREILLY AUTOMOTIVE STORES | 0100 | 175.87 |
| 6/25/2020 | 14689791 | SAN DIEGO GAS & ELECTRIC | 0100 | 18.48 |
| 6/25/2020 | 14689792 | AT&T | 0100 | 143.44 |
| 6/29/2020 | 14690870 | WARNER UNIFIED SCHOOL DISTRICT | 0100 | 5167.18 |

Commercial Warrant Detail - July 2020

| Date | Reference | Name 1 | Fund | Inv Amount |
|-----------|-----------|--|------|------------|
| 7/16/2020 | 14693244 | Merl Johnson - WSM | 0100 | 730.00 |
| 7/16/2020 | 14693245 | ALL STATE PROPANE | 0100 | 715.44 |
| 7/16/2020 | 14693246 | RHONDA HILL | 0100 | 14.99 |
| 7/16/2020 | 14693247 | SAN DIEGO COUNTY SCHOOL BOARDS ASSOCIATI | 0100 | 92.64 |
| 7/16/2020 | 14693248 | ROMAN'S TRUCK BODY & PAINT | 0100 | 1337.06 |
| 7/16/2020 | 14693249 | A-Z BUS SALES, INC. | 0100 | 730.27 |
| 7/16/2020 | 14693250 | JOHNSON CONTROLS FIRE PROTECTION | 0100 | 1571.48 |
| 7/16/2020 | 14693251 | SPECIALIZED THERAPY SERVICES | 0100 | 830.45 |
| 7/16/2020 | 14693252 | DANNIS WOLIVER KELLEY | 0100 | 563.50 |
| 7/16/2020 | 14693253 | EWING IRRIGATION PRODUCTS INC | 0100 | 490.61 |
| 7/16/2020 | 14693254 | T-MOBILE | 0100 | 400.00 |
| 7/16/2020 | 14693255 | TOP NOTCH CATERING | 1300 | 6515.70 |
| 7/16/2020 | 14693256 | OTIS COLLEGE OF ART DESIGN | 0100 | 600.00 |
| 7/16/2020 | 14693257 | DION INTERNATIONAL TRUCKS | 0100 | 603.76 |
| 7/16/2020 | 14693258 | CLINICAL LABORATORY | 0100 | 80.00 |
| 7/16/2020 | 14693259 | VERIZON WIRELESS | 0100 | 429.96 |
| 7/16/2020 | 14693259 | VERIZON WIRELESS | 0100 | 282.25 |
| 7/16/2020 | 14693260 | SAN DIEGO GAS & ELECTRIC | 0100 | 689.73 |
| 7/16/2020 | 14693261 | RICOH USA, INC. | 0100 | 188.28 |
| 7/16/2020 | 14693261 | RICOH USA, INC. | 0100 | 654.18 |
| 7/16/2020 | 14693262 | VISTA HILL | 0100 | 416.00 |
| 7/20/2020 | 14693904 | CALIFORNIA STATE UNIVERSITY LONG BEACH | 0100 | 800.00 |
| 7/20/2020 | 14693905 | BANK OF AMERICA BUSINESS CARD | 0100 | 29.46 |
| 7/20/2020 | 14693905 | BANK OF AMERICA BUSINESS CARD | 1200 | 128.31 |
| 7/20/2020 | 14693906 | UNIVERSITY OF CALIFORNIA, | 0100 | 1350.00 |
| 7/23/2020 | 14695170 | NV5 | 0100 | 2192.00 |
| 7/23/2020 | 14695171 | INFINITY COMMUNICATIONS AND CONSULTING | 0100 | 850.00 |
| 7/23/2020 | 14695172 | SYNCB/AMAZON | 0100 | 1344.08 |
| 7/23/2020 | 14695172 | SYNCB/AMAZON | 0100 | 32.31 |
| 7/23/2020 | 14695173 | EWING IRRIGATION PRODUCTS INC | 0100 | 70.77 |
| 7/23/2020 | 14695174 | SOUTHWEST SCHOOL SUPPLY | 0100 | 2317.13 |
| 7/23/2020 | 14695174 | SOUTHWEST SCHOOL SUPPLY | 0100 | 509.23 |
| 7/23/2020 | 14695175 | HOUGHTON MIFFLIN | 0100 | 563.55 |
| 7/23/2020 | 14695176 | AT&T | 0100 | 444.35 |
| 7/23/2020 | 14695177 | WARNER SPRINGS RANCH RESORT, LLC | 0100 | 3000.00 |
| 7/23/2020 | 14695178 | STANDARD INSURANCE COMPANY | 0100 | 375.92 |
| 7/23/2020 | 14695179 | CASBO | 0100 | 305.00 |
| 7/30/2020 | 14696827 | CARNEGIE LEARNING | 0100 | 1204.73 |
| 7/30/2020 | 14696828 | A-Z BUS SALES, INC. | 0100 | 74.39 |
| 7/30/2020 | 14696829 | DAVID MACLEOD | 0100 | 139.95 |
| 7/30/2020 | 14696830 | JULIA GRIGORIAN | 0100 | 52.00 |
| 7/30/2020 | 14696831 | SOUTHWEST SCHOOL SUPPLY | 0100 | 3782.03 |
| 7/30/2020 | 14696832 | JOSTENS | 0100 | 56.64 |
| 7/30/2020 | 14696833 | RANSOM PUMP & SUPPLY | 0100 | 467.00 |
| 7/30/2020 | 14696834 | BANK OF AMERICA BUSINESS CARD | 0100 | 165.61 |

| | | | |
|--------------------|-------------------------------|------|---------|
| 7/30/2020 14696834 | BANK OF AMERICA BUSINESS CARD | 0100 | 125.46 |
| 7/30/2020 14696834 | BANK OF AMERICA BUSINESS CARD | 0100 | 1901.41 |
| 7/30/2020 14696834 | BANK OF AMERICA BUSINESS CARD | 0100 | 163.47 |
| 7/30/2020 14696835 | CA SCHOOL BOARDS ASSOC | 0100 | 8831.00 |
| 7/30/2020 14696836 | SAN JOAQUIN COUNTY | 0100 | 450.00 |

Purchase Orders

June 2020

July 2020

WUSD PO LIST PERIOD COVERED 6/1/2020-6/30/2020

| DATE | VENDOR NAME | PO# | AMOUNT |
|-----------|---------------------------|----------|----------|
| 6/18/2020 | CARNEGIE LEARNING | 19-66131 | 1,204.73 |
| 6/24/2020 | HOUGHTON MIFFLIN HARCOURT | 19-66132 | REORDER |

WUSD PO LIST PERIOD COVERED 7/1/2020-7/31/2020

| DATE | VENDOR NAME | PO# | AMOUNT |
|-----------|---------------------------|----------|-------------|
| 7/1/2020 | SOUTHWEST SCHOOL SUPPLY | 19-66133 | \$1,156.23 |
| 7/1/2020 | EWING | 19-66134 | \$490.61 |
| 7/2/2020 | SOUTHWEST SCHOOL SUPPLY | 19-66135 | \$1,670.13 |
| 7/7/2020 | HOUGHTON MIFFLIN HARCOURT | 19-66136 | \$509.98 |
| 7/7/2020 | EWING | 19-66137 | \$70.77 |
| 7/9/2020 | SOUTHWEST SCHOOL SUPPLY | 19-66138 | \$6,565.85 |
| 7/13/2020 | HOUGHTON MIFFLIN HARCOURT | 19-66139 | \$128.62 |
| 7/15/2020 | SOUTHWEST SCHOOL SUPPLY | 19-66140 | \$249.42 |
| 7/24/2020 | EDJOIN | 19-66141 | \$450.00 |
| 7/24/2020 | ADVANCED PLUMBING CO. | 19-66142 | \$73,995.00 |
| 7/24/2020 | BOB GREER | 19-66143 | \$5,100.00 |
| 7/24/2020 | WAXIE | 19-66144 | \$16,648.94 |
| 7/28/2020 | SOUTHWEST SCHOOL SUPPLY | 19-66145 | \$235.19 |
| 7/29/2020 | HOUGHTON MIFFLIN HARCOURT | 19-66146 | \$1,168.70 |
| 7/30/2020 | GOLD STAR FOODS | 19-66147 | OPEN |
| 7/30/2020 | SCHOLASTIC | 19-66148 | \$317.05 |

Consent Agenda

- 3. Consider William Roder as a Substitute Teacher.**
- 4. Consider Approval of Sadie Pratt as a substitute teacher, pending pre-employment screening.**
- 5. Consider approval of Edwin Martinez as a classified substitute , pending pre-employment screening.**

Consent Agenda

- 6. Consider approval of the 2020-2021 Non Public Master Contract
With Vista Hill for mental health services.**

2020-2021

Nonpublic

Master Contract

Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2020-2021

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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2020-2021

NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 2.1 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

- a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized district representative of all planned parental visits, and provide opportunity for case manager or other district representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.
- b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2020-2021

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, student assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Agreement shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, The CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual student's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a pupil's absences exceed more than ten days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the student is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the district of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to determine another appropriate placement option for the student.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the child's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2020-2021

SECTION 4: CONFLICT OF INTEREST

All recommendations for service by the CONTRACTOR are the decisions of the IEP team.

To the extent required by EC section 56366.3, the CONTRACTOR shall not provide special education and related services, administration, or supervision by an individual who is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days, except if the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten (10) months of the school year by the district, special education local plan area, or county office. For purposes of this section the special education local plan area shall be the special education local plan area of which the LEA is a member and the county office shall refer to the San Diego County Office of Education.

In terms of determining whether an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days or whether the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office, the information provided to the CONTRACTOR by the individual in his or her application for employment, resume, or other paperwork, shall be conclusive evidence on this issue for purposes of determining compliance (if required) with EC section 56366.3. No payment shall be withheld or reimbursement demanded from the CONTRACTOR if the individual failed to disclose on his or her application, resume, or paperwork, submitted to the CONTRACTOR that he or she is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days or misstates the reason for separation. However, if the LEA subsequently provides the CONTRACTOR written notice (pursuant to Section 2.1 of this contract) that an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days (and was not involuntarily terminated or laid off as part of necessary staff reductions) the CONTRACTOR shall have five school days from receipt of the written notice to investigate the matter and to determine the accurate facts and whether the individual should be terminated. The CONTRACTOR shall not be subject to any payment withholding or reimbursement demands ("penalties") for the time period prior to receiving the written notice or for the five school days after such written notice is received.

The CONTRACTOR shall be subject to penalties required by EC section 56366.3, commencing the sixth school day after such notice is provided only if both of the following conditions occur: 1) if it is determined that the individual was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days and was not involuntarily terminated or laid off as part of necessary staff reductions and 2) if the individual was not terminated prior to the sixth school day after receiving written notice from the LEA, special education local plan, or county office, or did not otherwise stop providing special education and related services, administration or supervision on behalf of the CONTRACTOR. If the CONTRACTOR is subject to penalties, the time period for which penalties may be assessed, if required by EC section 56366.3, shall not be retroactive but shall only commence on the sixth school day after the CONTRACTOR received written notice from the LEA as specified in this paragraph. The penalty, if imposed, shall only apply to the salary of the person who was previously employed by an LEA within the last three hundred sixty-five (365) days.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2020-2021

SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: Vista Hill Learning Assistance Center

CONTRACTOR NPA ID NUMBER: 1A-37-148

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

| <u>RELATED SERVICES</u> | <u>RATE</u> | <u>PERIOD</u> |
|---|-------------|---------------|
| <u>Intensive Individual Services (340)</u> | <u></u> | <u></u> |
| <u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u> | <u></u> | <u></u> |
| <u>Language and Speech (415)</u> | <u></u> | <u></u> |
| <u>Language and Speech (415) - SLP-A (Credentialed)</u> | <u></u> | <u></u> |
| <u>Language and Speech (415) – Speech Therapy Assistant</u> | <u></u> | <u></u> |
| <u>Language and Speech (415) – Bilingual SLP</u> | <u></u> | <u></u> |
| <u>Language and Speech (415) - Assessment</u> | <u></u> | <u></u> |
| <u>Adapted Physical Education (425)</u> | <u></u> | <u></u> |
| <u>Adapted Physical Education Assessment (425)</u> | <u></u> | <u></u> |
| <u>Health and Nursing: Specialized Physical Health Care LVN (435)</u> | <u></u> | <u></u> |
| <u>Health and Nursing: Specialized Physical Health Care RN (435)</u> | <u></u> | <u></u> |
| <u>Health and Nursing: Specialized Physical Health Care CRN (435)</u> | <u></u> | <u></u> |
| <u>Health and Nursing: Other Services LVN (436)</u> | <u></u> | <u></u> |
| <u>Health and Nursing: Other Services RN (436)</u> | <u></u> | <u></u> |
| <u>Health and Nursing: Other Services CRN (436)</u> | <u></u> | <u></u> |
| <u>Health and Nursing: Other Services Health Aide/CNA (436)</u> | <u></u> | <u></u> |
| <u>Assistive Technology Services – Credentialed (445)</u> | <u></u> | <u></u> |
| <u>Assistive Technology Services - Classified (445)</u> | <u></u> | <u></u> |
| <u>Assistive Technology Services Assessment (445)</u> | <u></u> | <u></u> |
| <u>Occupational Therapy (450)</u> | <u></u> | <u></u> |
| <u>Occupational Therapy (450) – Certified OT Assistant</u> | <u></u> | <u></u> |

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2020-2021

| | | |
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| Occupational Therapy (460) - Assessment | | |
| Physical Therapy (460) | | |
| Physical Therapy PT Assistant (460) | | |
| Physical Therapy Assessment (460) | | |
| Individual Counseling (510) | \$57.00 | per hour |
| Counseling and Guidance (515) | \$57.00 | per hour |
| Parent Counseling (520) | \$57.00 | per hour |
| Social Work Services (525) | \$57.00 | per hour |
| Psychological Services (530) | | |
| Psychological Services Assessment (530) | | |
| Behavior Intervention Services (535) | \$41.00 | per hour |
| Behavior Intervention Services (535) - Supervision | \$57.00 | per hour |
| Behavior Intervention Services (535) – Other Provider/Beh.Tech | | |
| Specialized Services for Low Incidence Disabilities (610) | | |
| Specialized Services for Low Incidence Disabilities Assess (610) | | |
| Specialized Deaf and Hard of Hearing (710) | | |
| Specialized Deaf and Hard of Hearing Assessment (710) | | |
| Interpreter Services (715) | | |
| Interpreter Services Shift Differential (715) | | |
| Audiological Services (720) | | |
| Audiological Services Assessment (720) | | |
| Specialized Vision Services (725) | | |
| Specialized Vision Services Assessment (725) | | |
| Orientation and Mobility (730) | | |
| Orientation and Mobility Assessment (730) | | |
| Braille Transcription (735) | | |

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2020-2021

| | | |
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| <u>Specialized Orthopedic Services (740)</u> | <u></u> | <u></u> |
| <u>Specialized Orthopedic Services Assessment (740)</u> | <u></u> | <u></u> |
| <u>Reader Services (745)</u> | <u></u> | <u></u> |
| <u>Note Taking Services (750)</u> | <u></u> | <u></u> |
| <u>Transcription Services (755)</u> | <u></u> | <u></u> |
| <u>Recreation Services, Including Therapeutic (760)</u> | <u></u> | <u></u> |
| <u>College Awareness Preparation (820)</u> | <u></u> | <u></u> |
| <u>Vocational Assessment, Counseling/Guidance Assessment (830)</u> | <u></u> | <u></u> |
| <u>Career Awareness (840)</u> | <u></u> | <u></u> |
| <u>Work Experience Education (850)</u> | <u></u> | <u></u> |
| <u>Job Coaching (855)</u> | <u></u> | <u></u> |
| <u>Mentoring (860)</u> | <u></u> | <u></u> |
| <u>Agency Linkages (referral and placement) (865)</u> | <u></u> | <u></u> |
| <u>Travel Training (870)</u> | <u></u> | <u></u> |
| <u>Other Transition Services (890)</u> | <u></u> | <u></u> |
| <u>Other (900) Music Therapy</u> | <u></u> | <u></u> |
| <u>Other (900) Vision Therapy</u> | <u></u> | <u></u> |
| <u>Transportation – Emergency</u> | <u></u> | <u></u> |
| <u>Bus Passes</u> | <u></u> | <u></u> |
| <u>Professional Development</u> | <u></u> | <u></u> |

NOTES: up to 5 hours per week

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2020-2021

SECTION 6: APPROVALS

CONTRACTOR

Nonpublic Agency

Authorized Representative Signature

DATE: 08/11/2020

Robert Dean, CEO
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: 08/11/2020

Andrea Sissons, CBO
(Type) Name and Title

LEA Board Approval

DATE: 08/11/2020

Consent Agenda

- 7. Consider approval of the 2020-2021 Non Public Master Contract With Specialized Therapy Services.**

2020-2021
Nonpublic
Master Contract

Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
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NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

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- a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized district representative of all planned parental visits, and provide opportunity for case manager or other district representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.
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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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2020-2021

1.5 OWNERSHIP

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SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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SECTION 4: CONFLICT OF INTEREST

All recommendations for service by the CONTRACTOR are the decisions of the IEP team.

To the extent required by EC section 56366.3, the CONTRACTOR shall not provide special education and related services, administration, or supervision by an individual who is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days, except if the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten (10) months of the school year by the district, special education local plan area, or county office. For purposes of this section the special education local plan area shall be the special education local plan area of which the LEA is a member and the county office shall refer to the San Diego County Office of Education.

In terms of determining whether an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days or whether the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office, the information provided to the CONTRACTOR by the individual in his or her application for employment, resume, or other paperwork, shall be conclusive evidence on this issue for purposes of determining compliance (if required) with EC section 56366.3. No payment shall be withheld or reimbursement demanded from the CONTRACTOR if the individual failed to disclose on his or her application, resume, or paperwork, submitted to the CONTRACTOR that he or she is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days or misstates the reason for separation. However, if the LEA subsequently provides the CONTRACTOR written notice (pursuant to Section 2.1 of this contract) that an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days (and was not involuntarily terminated or laid off as part of necessary staff reductions) the CONTRACTOR shall have five school days from receipt of the written notice to investigate the matter and to determine the accurate facts and whether the individual should be terminated. The CONTRACTOR shall not be subject to any payment withholding or reimbursement demands ("penalties") for the time period prior to receiving the written notice or for the five school days after such written notice is received.

The CONTRACTOR shall be subject to penalties required by EC section 56366.3, commencing the sixth school day after such notice is provided only if both of the following conditions occur: 1) if it is determined that the individual was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days and was not involuntarily terminated or laid off as part of necessary staff reductions and 2) if the individual was not terminated prior to the sixth school day after receiving written notice from the LEA, special education local plan, or county office, or did not otherwise stop providing special education and related services, administration or supervision on behalf of the CONTRACTOR. If the CONTRACTOR is subject to penalties, the time period for which penalties may be assessed, if required by EC section 56366.3, shall not be retroactive but shall only commence on the sixth school day after the CONTRACTOR received written notice from the LEA as specified in this paragraph. The penalty, if imposed, shall only apply to the salary of the person who was previously employed by an LEA within the last three hundred sixty-five (365) days.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2020-2021

SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: Specialized Therapy Services

CONTRACTOR NPA ID NUMBER: 9900324

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

| <u>RELATED SERVICES</u> | <u>RATE</u> | <u>PERIOD</u> |
|---|----------------|-----------------|
| <u>Intensive Individual Services (340)</u> | <u></u> | <u></u> |
| <u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u> | <u></u> | <u></u> |
| <u>Language and Speech (415)</u> | <u></u> | <u></u> |
| <u>Language and Speech (415) - SLP-A (Credentialed)</u> | <u></u> | <u></u> |
| <u>Language and Speech (415) – Speech Therapy Assistant</u> | <u></u> | <u></u> |
| <u>Language and Speech (415) – Bilingual SLP</u> | <u></u> | <u></u> |
| <u>Language and Speech (415) - Assessment</u> | <u></u> | <u></u> |
| <u>Adapted Physical Education (425)</u> | <u>\$65.00</u> | <u>per hour</u> |
| <u>Adapted Physical Education Assessment (425)</u> | <u>\$65.00</u> | <u>per hour</u> |
| <u>Health and Nursing: Specialized Physical Health Care LVN (435)</u> | <u></u> | <u></u> |
| <u>Health and Nursing: Specialized Physical Health Care RN (435)</u> | <u></u> | <u></u> |
| <u>Health and Nursing: Specialized Physical Health Care CRN (435)</u> | <u></u> | <u></u> |
| <u>Health and Nursing: Other Services LVN (436)</u> | <u></u> | <u></u> |
| <u>Health and Nursing: Other Services RN (436)</u> | <u></u> | <u></u> |
| <u>Health and Nursing: Other Services CRN (436)</u> | <u></u> | <u></u> |
| <u>Health and Nursing: Other Services Health Aide/CNA (436)</u> | <u></u> | <u></u> |
| <u>Assistive Technology Services – Credentialed (445)</u> | <u>\$77.25</u> | <u>per hour</u> |
| <u>Assistive Technology Services - Classified (445)</u> | <u></u> | <u></u> |
| <u>Assistive Technology Services Assessment (445)</u> | <u>\$77.25</u> | <u>per hour</u> |
| <u>Occupational Therapy (450)</u> | <u>\$77.25</u> | <u>per hour</u> |
| <u>Occupational Therapy (450) – Certified OT Assistant</u> | <u></u> | <u></u> |

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2020-2021

| | | |
|--|---------|----------|
| Occupational Therapy (460) - Assessment | \$77.25 | per hour |
| Physical Therapy (460) | \$80.00 | per hour |
| Physical Therapy PT Assistant (460) | | |
| Physical Therapy Assessment (460) | \$80.00 | per hour |
| Individual Counseling (510) | | |
| Counseling and Guidance (515) | | |
| Parent Counseling (520) | | |
| Social Work Services (525) | | |
| Psychological Services (530) | | |
| Psychological Services Assessment (530) | | |
| Behavior Intervention Services (535) | | |
| Behavior Intervention Services (535) - Supervision | | |
| Behavior Intervention Services (535) – Other Provider/Beh.Tech | | |
| Specialized Services for Low Incidence Disabilities (610) | | |
| Specialized Services for Low Incidence Disabilities Assess (610) | | |
| Specialized Deaf and Hard of Hearing (710) | | |
| Specialized Deaf and Hard of Hearing Assessment (710) | | |
| Interpreter Services (715) | | |
| Interpreter Services Shift Differential (715) | | |
| Audiological Services (720) | | |
| Audiological Services Assessment (720) | | |
| Specialized Vision Services (725) | | |
| Specialized Vision Services Assessment (725) | | |
| Orientation and Mobility (730) | | |
| Orientation and Mobility Assessment (730) | | |
| Braille Transcription (735) | | |

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2020-2021

| | | |
|--|---------|---------|
| <u>Specialized Orthopedic Services (740)</u> | <u></u> | <u></u> |
| <u>Specialized Orthopedic Services Assessment (740)</u> | <u></u> | <u></u> |
| <u>Reader Services (745)</u> | <u></u> | <u></u> |
| <u>Note Taking Services (750)</u> | <u></u> | <u></u> |
| <u>Transcription Services (755)</u> | <u></u> | <u></u> |
| <u>Recreation Services, Including Therapeutic (760)</u> | <u></u> | <u></u> |
| <u>College Awareness Preparation (820)</u> | <u></u> | <u></u> |
| <u>Vocational Assessment, Counseling/Guidance Assessment (830)</u> | <u></u> | <u></u> |
| <u>Career Awareness (840)</u> | <u></u> | <u></u> |
| <u>Work Experience Education (850)</u> | <u></u> | <u></u> |
| <u>Job Coaching (855)</u> | <u></u> | <u></u> |
| <u>Mentoring (860)</u> | <u></u> | <u></u> |
| <u>Agency Linkages (referral and placement) (865)</u> | <u></u> | <u></u> |
| <u>Travel Training (870)</u> | <u></u> | <u></u> |
| <u>Other Transition Services (890)</u> | <u></u> | <u></u> |
| <u>Other (900) Music Therapy</u> | <u></u> | <u></u> |
| <u>Other (900) Vision Therapy</u> | <u></u> | <u></u> |
| <u>Transportation – Emergency</u> | <u></u> | <u></u> |
| <u>Bus Passes</u> | <u></u> | <u></u> |
| <u>Professional Development</u> | <u></u> | <u></u> |

NOTES: _____

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2020-2021

SECTION 6: APPROVALS

CONTRACTOR

Nonpublic Agency

Authorized Representative Signature

DATE: 08/11/2020

Steve Oas, Director
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: 08/11/2020

Andrea Sissons, CBO
(Type) Name and Title

LEA Board Approval

DATE: 08/11/2020

Consent Agenda

- 8. Consider approval of the 2020-2021 Non Public Master Contract
With San Diego County Speech Pathologist Services, Inc.**

2020-2021

Nonpublic

Master Contract

Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2020-2021

Index of Provisions

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|--|--------------------|
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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2020-2021

NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 2.1 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

- a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized district representative of all planned parental visits, and provide opportunity for case manager or other district representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.
- b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2020-2021

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, student assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Agreement shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, The CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual student's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a pupil's absences exceed more than ten days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the student is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the district of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to determine another appropriate placement option for the student.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the child's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2020-2021

SECTION 4: CONFLICT OF INTEREST

All recommendations for service by the CONTRACTOR are the decisions of the IEP team.

To the extent required by EC section 56366.3, the CONTRACTOR shall not provide special education and related services, administration, or supervision by an individual who is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days, except if the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten (10) months of the school year by the district, special education local plan area, or county office. For purposes of this section the special education local plan area shall be the special education local plan area of which the LEA is a member and the county office shall refer to the San Diego County Office of Education.

In terms of determining whether an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days or whether the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office, the information provided to the CONTRACTOR by the individual in his or her application for employment, resume, or other paperwork, shall be conclusive evidence on this issue for purposes of determining compliance (if required) with EC section 56366.3. No payment shall be withheld or reimbursement demanded from the CONTRACTOR if the individual failed to disclose on his or her application, resume, or paperwork, submitted to the CONTRACTOR that he or she is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days or misstates the reason for separation. However, if the LEA subsequently provides the CONTRACTOR written notice (pursuant to Section 2.1 of this contract) that an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days (and was not involuntarily terminated or laid off as part of necessary staff reductions) the CONTRACTOR shall have five school days from receipt of the written notice to investigate the matter and to determine the accurate facts and whether the individual should be terminated. The CONTRACTOR shall not be subject to any payment withholding or reimbursement demands ("penalties") for the time period prior to receiving the written notice or for the five school days after such written notice is received.

The CONTRACTOR shall be subject to penalties required by EC section 56366.3, commencing the sixth school day after such notice is provided only if both of the following conditions occur: 1) if it is determined that the individual was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days and was not involuntarily terminated or laid off as part of necessary staff reductions and 2) if the individual was not terminated prior to the sixth school day after receiving written notice from the LEA, special education local plan, or county office, or did not otherwise stop providing special education and related services, administration or supervision on behalf of the CONTRACTOR. If the CONTRACTOR is subject to penalties, the time period for which penalties may be assessed, if required by EC section 56366.3, shall not be retroactive but shall only commence on the sixth school day after the CONTRACTOR received written notice from the LEA as specified in this paragraph. The penalty, if imposed, shall only apply to the salary of the person who was previously employed by an LEA within the last three hundred sixty-five (365) days.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2020-2021

SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: San Diego County Speech Pathology Services, Inc.

CONTRACTOR NPA ID NUMBER: 1A-37-162

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

| <u>RELATED SERVICES</u> | <u>RATE</u> | <u>PERIOD</u> |
|---|----------------|-----------------|
| <u>Intensive Individual Services (340)</u> | | |
| <u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u> | | |
| <u>Language and Speech (415)</u> | <u>\$75.00</u> | <u>per hour</u> |
| <u>Language and Speech (415) - SLP-A (Credentialed)</u> | <u>\$58.00</u> | <u>per hour</u> |
| <u>Language and Speech (415) – Speech Therapy Assistant</u> | | |
| <u>Language and Speech (415) – Bilingual SLP</u> | | |
| <u>Language and Speech (415) - Assessment</u> | <u>\$75.00</u> | <u>per hour</u> |
| <u>Adapted Physical Education (425)</u> | | |
| <u>Adapted Physical Education Assessment (425)</u> | | |
| <u>Health and Nursing: Specialized Physical Health Care LVN (435)</u> | | |
| <u>Health and Nursing: Specialized Physical Health Care RN (435)</u> | | |
| <u>Health and Nursing: Specialized Physical Health Care CRN (435)</u> | | |
| <u>Health and Nursing: Other Services LVN (436)</u> | | |
| <u>Health and Nursing: Other Services RN (436)</u> | | |
| <u>Health and Nursing: Other Services CRN (436)</u> | | |
| <u>Health and Nursing: Other Services Health Aide/CNA (436)</u> | | |
| <u>Assistive Technology Services – Credentialed (445)</u> | | |
| <u>Assistive Technology Services - Classified (445)</u> | | |
| <u>Assistive Technology Services Assessment (445)</u> | | |
| <u>Occupational Therapy (450)</u> | <u>\$78.80</u> | <u>per hour</u> |
| <u>Occupational Therapy (450) – Certified OT Assistant</u> | | |

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2020-2021

| | | |
|---|---------|---------|
| <u>Occupational Therapy (460) - Assessment</u> | <u></u> | <u></u> |
| <u>Physical Therapy (460)</u> | <u></u> | <u></u> |
| <u>Physical Therapy PT Assistant (460)</u> | <u></u> | <u></u> |
| <u>Physical Therapy Assessment (460)</u> | <u></u> | <u></u> |
| <u>Individual Counseling (510)</u> | <u></u> | <u></u> |
| <u>Counseling and Guidance (515)</u> | <u></u> | <u></u> |
| <u>Parent Counseling (520)</u> | <u></u> | <u></u> |
| <u>Social Work Services (525)</u> | <u></u> | <u></u> |
| <u>Psychological Services (530)</u> | <u></u> | <u></u> |
| <u>Psychological Services Assessment (530)</u> | <u></u> | <u></u> |
| <u>Behavior Intervention Services (535)</u> | <u></u> | <u></u> |
| <u>Behavior Intervention Services (535) - Supervision</u> | <u></u> | <u></u> |
| <u>Behavior Intervention Services (535) – Other Provider/Beh.Tech</u> | <u></u> | <u></u> |
| <u>Specialized Services for Low Incidence Disabilities (610)</u> | <u></u> | <u></u> |
| <u>Specialized Services for Low Incidence Disabilities Assess (610)</u> | <u></u> | <u></u> |
| <u>Specialized Deaf and Hard of Hearing (710)</u> | <u></u> | <u></u> |
| <u>Specialized Deaf and Hard of Hearing Assessment (710)</u> | <u></u> | <u></u> |
| <u>Interpreter Services (715)</u> | <u></u> | <u></u> |
| <u>Interpreter Services Shift Differential (715)</u> | <u></u> | <u></u> |
| <u>Audiological Services (720)</u> | <u></u> | <u></u> |
| <u>Audiological Services Assessment (720)</u> | <u></u> | <u></u> |
| <u>Specialized Vision Services (725)</u> | <u></u> | <u></u> |
| <u>Specialized Vision Services Assessment (725)</u> | <u></u> | <u></u> |
| <u>Orientation and Mobility (730)</u> | <u></u> | <u></u> |
| <u>Orientation and Mobility Assessment (730)</u> | <u></u> | <u></u> |
| <u>Braille Transcription (735)</u> | <u></u> | <u></u> |

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2020-2021

| | | |
|--|---------|---------|
| <u>Specialized Orthopedic Services (740)</u> | <u></u> | <u></u> |
| <u>Specialized Orthopedic Services Assessment (740)</u> | <u></u> | <u></u> |
| <u>Reader Services (745)</u> | <u></u> | <u></u> |
| <u>Note Taking Services (750)</u> | <u></u> | <u></u> |
| <u>Transcription Services (755)</u> | <u></u> | <u></u> |
| <u>Recreation Services, Including Therapeutic (760)</u> | <u></u> | <u></u> |
| <u>College Awareness Preparation (820)</u> | <u></u> | <u></u> |
| <u>Vocational Assessment, Counseling/Guidance Assessment (830)</u> | <u></u> | <u></u> |
| <u>Career Awareness (840)</u> | <u></u> | <u></u> |
| <u>Work Experience Education (850)</u> | <u></u> | <u></u> |
| <u>Job Coaching (855)</u> | <u></u> | <u></u> |
| <u>Mentoring (860)</u> | <u></u> | <u></u> |
| <u>Agency Linkages (referral and placement) (865)</u> | <u></u> | <u></u> |
| <u>Travel Training (870)</u> | <u></u> | <u></u> |
| <u>Other Transition Services (890)</u> | <u></u> | <u></u> |
| <u>Other (900) Music Therapy</u> | <u></u> | <u></u> |
| <u>Other (900) Vision Therapy</u> | <u></u> | <u></u> |
| <u>Transportation – Emergency</u> | <u></u> | <u></u> |
| <u>Bus Passes</u> | <u></u> | <u></u> |
| <u>Professional Development</u> | <u></u> | <u></u> |

NOTES: travel compensation will be billed separately at \$75 per trip.

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2020-2021

SECTION 6: APPROVALS

CONTRACTOR

Nonpublic Agency

Authorized Representative Signature

DATE: 08/11/2020

Janis Schumacher, Director
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: 08/11/2020

Andrea Sissons, CBO
(Type) Name and Title

LEA Board Approval

DATE: 08/11/2020