

# **Warner Unified School Dist**

*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**

**November 10, 2020**

**6:00 P.M.**

**LOCATION:** Join Zoom Meeting ID:

**<https://zoom.us/j/3046344158?pwd=SlZvT2syFRpOEh1bUw3YUM2Z1J6QT09>**

**Meeting ID: 304 634 4158**

**Passcode: 2s2gDx**

**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. PERSONNEL MATTERS - The Governing Board will recess to closed session to consider personnel matters pursuant to Government Code Section 54957, 54957(b)(1), and 54957.6.
2. CONFERENCE WITH LABOR NEGOTIATORS(Gov. Code section 54957.6) Represented Employees: CSEA, AWE. 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**

1. Title VI Indian Education Program Policies
2. Learning Continuity and Attendance Plan (LCP)

**O. APPROVAL OF MINUTES**

1. Minutes of Regular Board Meeting, October 13, 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 : Brody Sulser

Staff : Carla Holt and Azalia King

**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**

**S. ACTION ITEMS**

1. Consider approval of the employment of (TBD) as the fourth grade teacher, pending pre-employment screening.
2. Consider approval of the employment of Leticia Keane as the Preschool Teacher, pending pre-employment screening.
3. Consider approval of the employment of Verdena Knoke as a full time Instructional Aide, pending pre-employment screening.
4. Consider approval of the employment of Teresa Padilla as a full time Instructional Aide, pending pre-employment screening.
5. Consider approval of Indian Education Policies and Procedures for the 2020-2021 school year.
6. Discussion and possible action regarding the Learning Continuity and Attendance Plan.
7. Consider approval of the Independent Contractor Agreement with Merit J. Whitney, School Bus Instructor.
8. Consider approval of the Independent Contractor Agreement with Nancy Sedgwick, Consultant.
9. Consider approval of Resolution No. 2020-2021-003, Resolution for Employee Early Retirement Program 2021.
10. Discussion and action to change the date of the December school Board meeting to accommodate the Annual Organizational Meeting and First Interim and Budget Overview for Parents.

**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. Sunshine Stone to work as a classified substitute pending pre-employment screening.
4. Amendment #1 to Agreement No. 20210387 between San Diego County Superintendent of Schools ("County"), and Warner Unified School District ("Provider"), regarding CSPP Quality Site Block Grant.
5. K12 Strong Workforce Program Participation Agreement Career Technical Education (CTE). (Round 2).
6. Agreement for Student Transportation Services Between San Diego County School Districts July 1, 2020 - June 30, 2022.
7. School Districts of San Diego County Interdistrict Attendance Agreement.

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

**MAY**

**Policy -** BP0430, AR0430, BP1312.3, AR1312.3, E(1) 1312.3, E(2) 1312.3, AR 1312.4, E(3) 1312.4, E(4) 1312.4, BP 1340, AR 1340, AR 3231, BP 4112.9, BP 4212.9, BP 4312.9, E 4112.9, E 4212.9, E 4312.9, BP 4113, AR 4113, BP 4119.42, BP 4219.42, BP 4319.42, AR 4119.42, AR 4219.42, AR 4319.42, E 4119.42, E4219.42, E 4319.42, BP 4119.43, BP 4219.43, BP 4319.43, AR 4119.43, AR 4219.43, AR 4319.43, BP 4151, BP 4251, BP 4351, BP 5141.5, BP 5145.3, AR 5145.3, BP 6020, AR 6020, BP 6115, AR 6115, AR 6173.4

**JULY**

**Policy -** BP 3555, E 3555, AR 4030, BP 4119.11, BP 4219.11, BP 4319.11, AR 4119.11, AR 4219.11, AR 4319.11, AR 4119.12, AR 4219.12, AR 4319.12, BP 5141.22, AR 5141.22, AR 5145.3, BP 5145.6, E 5145.6, BP 5145.7, AR 5145.7, AR 5145.71, BP 6142.7, AR 6142.7, BP 6159, AR 6159, BP 6159.1, AR 6159.1, BP 6159.2, AR 6159.

**V. INFORMATION ITEMS AND DISCUSSION**

**1. District Enrollment 2020-2021:**

Preschool	August	September	October	November	December
	4	9	9	12	
January	February	March	April	May	June

Class	August	September	October	November	December
Elementary	118	124	118	118	
Middle School	33	35	35	35	
High School	58	56	55	57	
Total	209	215	208	210	

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 - 0

**3. Williams Complaints: 0**

**4. Activities Calendar: November Calendar**

**W. BOARD COMMUNICATION**

**X. ANNOUNCEMENT OF NEXT MEETING AND ADJOURNMENT**

TBD for December, 2020

# **Warner Unified School Dist**

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## **Public Hearing Notice**

Posted November 2, 2020

This notice is to advise that a Public Hearing will be held on  
Tuesday, November 10, 2020 by way of a Zoom meeting at 6  
pm.

### **Topics:**

1. Title VI Indian Education Program Policies
2. Learning Continuity and Attendance Plan (LCP)

Join Zoom Meeting

<https://zoom.us/j/3046344158?pwd=SlZvT2syeFRpOEh1bUw3YUM2Z1J6QT09>

Meeting ID: 304 634 4158

Passcode: 2s2gDx



## **Minutes**

Regular Meeting, October 13, 2020

## **WARNER UNIFIED SCHOOL DISTRICT**

### **MINUTES OF REGULAR MEETING OF THE GOVERNING BOARD**

**October 13, 2020**

- A. CLOSED SESSION - [ With Superintendent at 5pm] - Zoom meeting**
- B. CALL TO ORDER:** The meeting was called to order at 5pm by Jeannean Rombal, President of the Governing Board.
- C. REGULAR SESSION: [Zoom Meeting at 6pm]**
- D. ROLL CALL:** Members present: Rombal, Krogh, Stoneburner, Audibert, Sees. Absent: None.
- E. ACCEPTANCE OF CLOSED SESSION AGENDA:** Passed by unanimous vote, (5-0).
- F. CLOSED SESSION**
  - 1. PERSONNEL MATTERS- The Governing Board will recess to closed session to consider personnel matters pursuant to Government Code Section 54957, 54957(b)(1), and 54957.6.
  - 2. Conference with Labor Negotiators(Gov. Code section 54957.6) Represented Employees: CSEA  
AWE. Agency Negotiators: David MacLeod and Andrea Sissons.
- G. CONVENE TO OPEN/REGULAR SESSION [Zoom meeting at 6pm]**
- H. CALL TO ORDER:** The meeting was called to order at 6:08 pm by Jeannean Rombal, President of the Governing Board.
- I. ROLL CALL:** Members present:Audibert, Krogh, Rombal, Stoneburner and Sees . Absent: None  
**EMPLOYEES PRESENT:** MacLeod, Sissons and Hill.  
**VISITORS:** Kevin Ogden, Tiffany Lenfers, Sabrina Finn, Jenny Rudloff, Karla Willis, Chermaine Osuna, Holly Pawlicki, Robyn Hall, Christi Feezell, Kelcy Sutton, Jan Krasowski, Michelle Mahood, Bob Krasowski, Carla Holt, iPhone, Pixel 4, Carl Focarelli, Azalia King, Patrick Humphrey, Dobbie Madeyski, Hannah Dimitrov, Shannon Stein, Kelly Little, Timothy Little, Steven Ramirez, Tim Rugolo, J Jert, Tina Mancino, Scott Loefke, Yahir Meza, Jenna Unis, Teresa Padilla, Vanessa Padilla, S. Buckley, Maria Hill, Ricardo Lara, Brandie Taylor, Cleogirl, Mojado, Julie Osuna, Christina's iPhone and Mary Ann Donohue.
- J. FLAG SALUTE**
- K. ACCEPTANCE OF OPEN AGENDA:** Motion to accept Open Agenda passed by unanimous vote, (5-0).
- L. WELCOME- BOARD PRESIDENT:**Jeannean Rombal
- M. GENERAL BUSINESS**
- N. PUBLIC HEARINGS:** Learning Continuity and Attendance Plan (LCP)
- O. APPROVAL OF MINUTES:** Motion passed by unanimous vote,(5-0).
  - 1. Minutes of the Regular Board meeting, September 8, 2020.
  - 2. Minutes of the Special Board Meeting, September 16, 2020.
- P. REPORTS**
  - 1 Student Body Representative: N/A
  - 2. Association of Warner Educators: None
  - 3. California School Employees Association:
  - 4. Parent Teacher Community Club: Karla Willis reminded the Board that there is to be a Truck and Treat, held at the Warner Resource Center on Friday, Oct. 30 from 4-6pm. She is hoping to have 18 cars participate.
  - 5. Superintendent's Report:
    - i. **RECOGNITION:** Student of the month was Yahir Meza and Employee of the month was Kelcy Sutton.
    - ii. **DISTRICT BRIEFING:**
    - iii. **CHARTERS:**
    - iv. **INDIAN ADVISORY COMMITTEE:** IAC will meet again in November and will have their organizational meeting.
  - 6. **BUSINESS MANAGER'S REPORT:** Andrea Sissons said that Warner is still trying to get drinking fountains and continues to address the arsenic in the school's water, but it's moving at a snail's pace. Admin. is also looking to get into negotiations with staff.
  - 7. **BOARD REPORT:** None
- Q. PUBLIC HEARINGS-HEARING OF PUBLIC ON NON - AGENDA ITEMS:** None
- R. SPECIAL PRESENTATION:** None

**S. ACTION ITEMS:**

1. Consider approval of the employment of Naomi Valverde as a full time Instructional Aide, pending pre-employment screening. Motion passed by unanimous vote, (5-0).
2. Consider approval of the District Stipend Positions. Motion passed by unanimous vote, (5-0).
3. Discussion and possible action to re-evaluate the reopening of in-person school. There was a lengthy discussion on the reopening of Warner Elementary and Warner Jr./Sr. High schools. Superintendent MacLeod layed out 3 options for reopening. The following employees spoke before the Board on action item 3: Carla Holt, Azalia King, Julie Osuna and Jenny Rudloff. Melody Sees prefers option 2 for Elementary with the After School Program in person. She is open to Jr./Sr. High with either option. PJ Stoneburner likes option 3 for Jr./Sr. High and option 1 for Elementary. Vice President Krogh prefers option 3 for Jr./Sr. High. She likes option 1 for Elementary with a virtual After School Program. Carolyn Audibert's first choice is for ALL kids to return to school. Barring that, she likes option 1 for Elementary and option 3 for Jr./Sr. High. President Rombal prefers option 3 for Jr./Sr. High and option 1 for Elementary school. She thinks the Superintendent should choose how to operate the After School Program. There was a question as to whether or not the schools have enough PPE and Mrs. Sissons indicated that Warner is well stocked. Superintendent MacLeod chose option 1 for Warner Elementary and Option 3 for Jr./Sr. high school. The elementary school starts on Monday, Oct. 26 and Jr./Sr. high starts on Nov. 9 2020.
4. Consider approval of Resolution 2020-2021-002 for the Williams Settlement Legislation Resolution on Sufficiency of Instructional Materials. Motion passed by unanimous vote, (5-0).
5. Consider approval of the Memorandum of Understanding between Warner Springs School District and the California School Employees Association and it's Chapter 842 ("CSEA") Regarding Return Impacts and Effects on the CSEA Bargaining Unit. Action item 5 was tabled for now since CSEA members did not have an opportunity to vote on this.

**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. Motion passed by unanimous vote, (5-0).

1. Commercial Warrants
2. Purchase Orders
3. Consider approval of the ROP Contract Proposal - Agreement for Participation in the San Diego County Career Technical Education (CTE), for the 2020-2021 school year.

**U. SECOND READING OF GOVERNING BOARD POLICIES, NEW ADMINISTRATIVE REGULATIONS, AND EXHIBITS.** Second reading was tabled until the November agenda as the policies were not made available to all Board members in October.

**MAY**

**Policy** - BP0430, AR0430, BP1312.3, AR1312.3, E(1) 1312.3, E(2) 1312.3, AR 1312.4, E(3) 1312.4, E(4) 1312.4, BP 1340, AR 1340, AR 3231, BP 4112.9, BP 4212.9, BP 4312.9, E 4112.9, E 4212.9, E 4312.9, BP 4113, AR 4113, BP 4119.42, BP 4219.42, BP 4319.42, AR 4119.42, AR 4219.42, AR 4319.42, E 4119.42, E4219.42, E 4319.42, BP 4119.43, BP 4219.43, BP 4319.43, AR 4119.43, AR 4219.43, AR 4319.43, BP 4151, BP 4251, BP 4351, BP 5141.5, BP 5145.3, AR 5145.3, BP 6020, AR 6020, BP 6115, AR 6115, AR 6173.4

## JULY

**Policy** - BP 3555, E 3555, AR 4030, BP 4119.11, BP 4219.11, BP 4319.11, AR 4119.11, AR 4219.11, AR 4319.11, AR 4119.12, AR 4219.12, AR 4319.12, BP 5141.22, AR 5141.22, AR 5145.3, BP 5145.6, E 5145.6, BP 5145.7, AR 5145.7, AR 5145.71, BP 6142.7, AR 6142.7, BP 6159, AR 6159, BP 6159.1, AR 6159.1, BP 6159.2, AR 6159.

### V. INFORMATION ITEMS AND DISCUSSION:

#### 1. DISTRICT ENROLLMENT 2020 – 2021

Preschool	August	September	October	November	December
	4	12	9		
January	February	March	April	May	June

Class	August	September	October	November	December
Elementary	118	124	118		
Middle School	33	35	35		
High School	58	56	55		
Total	209	215	208		

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 - 0
- iii. Renew In - 0
- iv. Renew Out - 0

**3. Williams Complaints: None**

**4. Activities Calendar: October calendar**

- W. BOARD COMMUNICATION:** President Rombal acknowledged that 3 incumbents may be replaced in the upcoming election. She also noted that the current Board has worked well together. She thanked those Board members who are up for re-election. Melody Sees recommends that bus drivers in training only test on the buses they have to actually drive. She thanked teachers and staff for their hard work and said she is glad there is a safety plan for students and staff. PJ wished incumbent members the best of luck. Carolyn Audibert Looks forward to seeing what Superintendent MacLeod does to get the students back in school. Finally, Melissa Krogh thanked the staff and acknowledged the difficult decisions that have been placed before them and the Superintendent; she thanked Warner families for hanging in there.
- X. ANNOUNCEMENT OF NEXT MEETING AND ADJOURNMENT:** Next meeting to be held November 10, 2020. This meeting adjourned at 8:34 pm.

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Secretary of the Governing Board

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Clerk

## **ACTION ITEM**

**1**

- TOPIC:** Consider approval of the employment of (TBD) as the Fourth Grade Teacher, pending pre-employment screening.
- DESCRIPTION:** Fourth Grade Teacher at Warner Elementary school.
- FISCAL IMPACT:** \$41,000.00 - 50,000.00/Year + benefits, retirement and taxes.
- RECOMMENDATION:** Recommend approval.

## **ACTION ITEM**

**2**

**TOPIC:** Consider approval of the employment of Leticia Keane as the Preschool Teacher, pending pre-employment screening.

**DESCRIPTION:** Preschool Teacher at Warner Elementary School.

**FISCAL IMPACT:** Step 3 @ \$19.59/Hour + benefits, retirement and taxes.

**RECOMMENDATION:** Recommend approval.

## **ACTION ITEM**

**3**

**TOPIC:** Consider approval of the employment of Verdena Knoke as a full time Instructional Aide.

**DESCRIPTION:** Special Education Instructional Aide.

**FISCAL IMPACT:** \$34,000./Year

**RECOMMENDATION:** Recommend approval.



## **ACTION ITEM**

**4**

**TOPIC:** Consider approval of the employment of Teresa Padilla as a full time Instructional Aide, pending pre-employment screening.

**DESCRIPTION:** Special Education, Instructional Aide.

**FISCAL IMPACT:** \$34,000.00/year

**RECOMMENDATION:** Recommend approval.

## **ACTION ITEM**

**5**

**TOPIC:** Consider approval of Indian Education Policies and Procedures for the 2020-2021 school year.

**DESCRIPTION:** Policy BP 5135 and Policy AR 6173.4

**FISCAL IMPACT:** N/A

**RECOMMENDATION:** Recommend approval.

**BP 5135**  
**Indian Policies and Procedures**  
**Warner Unified School District**

The following Indian Policies and Procedures (IPP) will serve as the guide for the successful and equitable participation of all Native American children in our district programs and also, delineate the procedures and policies which shall be used to involve and inform parents and tribal officials in the planning and evaluation of district programs which involve Native American children.

The superintendent and school board of the Warner Unified School District will actively pursue the involvement of parents and tribal officials and will disseminate all information necessary to keep parents and tribal officials informed and aware of programs and opportunities for all children living on tribal lands. These policies and procedures will be reviewed annually and revisions will be made within 90 days of the determination that requirements are not being adequately met.

**Indian Policies and Procedures**

The following Indian policies and procedures become effective upon school board approval.

**Policy 1: The LEA will disseminate relevant applications, evaluations, program plans and information related to the LEA's education program and activities with sufficient advance notice to allow tribes and parents of Native American children the opportunity to review and make recommendations. [34CFR222.94(a)(1)]**

**Procedure 1:**

The District Administrator will, as soon as reasonably possible after such information becomes available, but not later than one week in advance of any meeting, mail (and/or send home with students) to Native American parents and Tribal officials a copy of the following documents:

- Completed Applications
- Evaluation of all educational programs; and
- Plans for education programs the District intends to initiate or eliminate.

All interested parents can also receive a copy of the applicable school planning documents such as the Local Control Accountability Plan.

Parents of Native American children, tribal officials and the public will be given notice

of any and all meetings related to equal participation or the content of the educational program by including information about meeting times and locations in the questionnaire to be disseminated in the fall. The location, date and time of any meeting described above shall be posted in the same manner as a legally posted Board meeting. Each year, at the regularly scheduled August Board Meeting, parents and tribal officials are invited to attend and participate in a public hearing scheduled to gather comments on the District's Indian Policies and Procedures.

The Warner Unified School District will disseminate information and seek timely input regarding all educational programs.

The completed applications, evaluations, and program planning will be made available to parents of Native American children, Tribal officials, and the Indian Advisory Committee and a summary will be prepared and disseminated 7 days in advance of public hearings held annually to afford all interested parties the opportunity to review the documents with sufficient time to provide thoughtful input at the public meetings. These hearings will be publicly advertised by posting the Agenda on the Warner Unified School District's website in addition to the three locally posted places to allow all interested parties to attend. In addition, representatives from the District and Indian Advisory Committee will schedule quarterly meetings to seek input.

Parents of Native American children, tribal officials, the Indian Advisory Committee and any other interested persons can review assessment data to help develop or modify educational programs and services allowing for the participation of Native American students on an equal basis in the district.

Minutes from the Indian Advisory Committee meetings will be posted on the District's website for all patrons and Tribal officials to review. This will allow for ongoing dissemination of information.

**POLICY (2): The Warner Unified School District will provide an opportunity for the Los Coyotes, Mesa Grande and Lipay Tribes and parents of Native American children to provide their views on the District's educational program and activities, including recommendations on the needs of their children and on how the District may help those children realize the benefits of the educational programs and activities.**  
**[34CFR222 .94(a)(2)]**

(i) Notify tribes and the parents of Native American children of the opportunity to submit comments and recommendations, considering the tribe's preference for method of communication, and

(ii) Modify the method of and time for soliciting Native American views, if necessary, to ensure the maximum participation of tribes and parents of Native American children.

**Procedure 2:**

- A. The district maintains an Indian Advisory Committee (IAC) which meets four times per year.
- B. Each year, at the regularly scheduled August board meeting, parents and tribal officials will be invited to attend and will be given opportunity to comment on educational programs and the completed applications. This is an item on the August agenda with ample time provided for discussion and comment.
- C. A meeting is scheduled each year, to inform all parents whose children participate in special programs, about the nature and progress of children in these programs. Parents and tribal officials will be invited to attend the meetings.
- D. The district also maintains a School Site Council to provide a forum for input and evaluation of the entire district program. An effort will be made yearly to involve parents of Native American children on the council.

In order to allow Native American parents and tribal officials to make commentary concerning (1) the needs of their children and the ways in which they can assist them in realizing the benefits of the education programs; (2) the overall operation of the District's education program; and (3) the degree of parental participation allowed in the same, the Board will send home with students and a questionnaire requesting their input and recommendations and will thereafter hold an annual Board meeting where such commentary may be reviewed by Native American parents, Tribal officials, and the Board.

Native American parents and Tribal officials will be given notice of any and all meetings by including in the above-referred questionnaire to be disseminated as to the location of legally posted Board notices. The location, date and time of any meeting described above shall be posted in the same manner as a legally posted Board meeting.

The Indian Advisory Committee of the Warner Unified School District will meet quarterly for the purpose of addressing comments and concerns of parents of Native American children regarding the District's educational programs and activities. The

meeting agendas are posted and all meetings are open to the public allowing for tribal officials as well as parents of Native American children the opportunity to submit comments and recommendations for consideration.

A school board representative is a non-voting member of the Indian Advisory Committee. This representation allows for the discussion of the needs of the students and ideas to be brought forward to both the Indian Advisory Committee as well as the School Board. The Warner Unified School District and Indian Advisory Committee representatives will schedule meetings with the Mesa Grande and Lipay Tribe to discuss ongoing programming goals.

At each of the monthly school board meetings, a section of time is set aside for communications from the public on non-agenda items. This is a time to offer comments and suggestions regarding programming for Native American students. Based upon suggestions, preferred methods of communication as well as ways to maximize participation from tribal officials as well as parents of Native American children will be seriously considered.

Information will be included in student handbooks/enrollment packets regarding opportunities to provide input to the District.

**POLICY (3): The Warner Unified School District will annually assess the extent to which Native American children participate on an equal basis with non-Native American children in the District's education program and activities.**  
**[34CFR222.94(a)(3)]**

- (i) Share relevant information related to Native American children's participation in the LEA's education program and activities with tribes and parents of Native American children; and
- (ii) Allow tribes and parents of Native American children the opportunity and time to review and comment on whether Native American children participate on an equal basis with non-Native American children.

**Procedure 3:**

The Warner Unified School District will take the following measures to annually assess the extent to which Native American children participate on an equal basis with non-Native American children in the District's education program and activities.

- A. All students are tested yearly using both the California Assessment of Student Performance and Progress and the MAP Test, multiple times throughout the year.

Test results are charted to help us visualize growth and to assure that all students are making equal progress in the core curriculum.

- B. Any new policies, procedures, or educational issues which shall affect the children or parents living on Native American lands shall be actively distributed to tribal officials and parents. Minutes from the site council meetings and board meeting shall be forwarded to tribal contacts for posting.
- C. The district will distribute our yearly P.L. 81-874 applications and program evaluations to tribal parents. Parents and tribal officials will, also, be invited yearly to our August board meeting.
- D. The Warner School District will share its assessment of district funding, Native American student participation, related academic achievements and other related data will be shared with the parents of Native American children and tribal officials by posting at tribal offices.

**POLICY (4): The Warner Unified School District will modify the IPPs if necessary, based upon the results of any assessment or input described in this document. [34CRF222.94 (a) (4)]**

#### **Procedure 4**

The district has an approved parent complaint procedure in place. This is the procedure which would be used by Native American parents and tribal officials should the need arise. Furthermore, parents or tribal officials are welcome to contact staff member directly.

The Indian Policies and Procedures will be reviewed at the Indian Advisory Committee meeting. Recommended changes will be forwarded to the Warner Unified School Board as well as the tribal officials and parents of Native American children for review and consideration. If necessary, the Indian Advisory Committee may suggest revisions at other times of the year as appropriate. Any updates will be sent to parents of Native American children and tribal officials within 20 days of adoption by the Warner Unified School Board.

The IAC will assist the District's with effective methods of allowing the input of Native American parents and Tribal members. If necessary, the IAC shall make recommendations to the Board to modify its policies and procedures.

**POLICY (5) : The Warner Unified School District will respond at least annually in writing to official recommendations made by tribes or parents of Native American children, and disseminate the responses to the tribe and parents of Native American children prior to the submission of the IPPs by the LEA. [34CRF222.94(a)(5)]**

**Procedure 5:**

The Warner Unified School District will at least annually respond in writing to official recommendations made by the Indian Advisory Committee from tribal officials, or parents of Native American children, and disseminate the responses to all parties by posting at tribal offices, prior to the submission of the IPPs by the District.

**POLICY (6): The Warner Unified School District will provide a copy of the IPPs annually to the affected tribe or tribes. [34CR F222.94 (a)(6)]**

**Procedure 6:**

The Warner Unified School District will annually provide a copy of the current Indian Policies and Procedures to the Los Coyotes, Mesa Grande and Lipay tribes to be posted at tribal offices.



## CSBA MANUAL MAINTENANCE SERVICE CHECKLIST – May 2020

District Name:

BP 6115	Ceremonies and Observances	Native American Day 4th Friday in September	11/10/2020
AR 6115	Ceremonies and Observances	No Change	11/10/2020
AR 6173.4	Title VI Indian Education Program	<b>NEW REGULATION</b>	11/10/2020

**TITLE VI INDIAN EDUCATION PROGRAMS**

With the assistance of federal Title VI funding for the education of children from federally recognized tribes, the district shall offer programs and activities to meet the unique cultural, language, and educational needs of American Indian students, as defined in 20 USC 7491. Program objectives and outcomes shall be based on state academic standards. (20 USC 7424)

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

*(cf. 0415 - Equity)*

*(cf. 0460 - Local Control and Accountability Plan)*

*(cf. 6011 - Academic Standards)*

In developing, implementing, and evaluating Title VI programs and activities, the Superintendent or designee shall consult with and involve parents/guardians and family members of American Indian students and other community representatives. (20 USC 7424)

The district shall establish a committee that is composed of, and selected by, parents/guardians and family members of American Indian students, representatives of tribes on tribal lands located within 50 miles of any district school that serves any children of the tribes, teachers, and, if appropriate, American Indian students enrolled in secondary schools in the district. The majority of the committee shall be parents/guardians and family members of American Indian students. The committee shall participate in program development and provide written approval for the program. (20 USC 7424)

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 6020 - Parent Involvement)*

The district's Title VI program for American Indian education may include any of the following services and activities: (20 USC 7425)

1. Activities that support Native American language programs and Native American language restoration programs, which may be taught by traditional leaders
2. Culturally related activities that support the district's program
3. Early childhood and family programs that emphasize school readiness
4. Enrichment programs that focus on problem solving and cognitive skills development and directly support the attainment of state academic standards
5. Integrated educational services in combination with other programs that meet the needs of American Indian students and their families, including programs that promote parent/guardian involvement in school activities and increase student achievement

## **TITLE VI INDIAN EDUCATION PROGRAMS (continued)**

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

The Superintendent or designee shall maintain a record of the information establishing the status of each student as an American Indian student eligible for assistance through the federal American Indian education program. (20 USC 7427)

The Superintendent or designee shall periodically assess the progress of American Indian students, including American Indian students who do not participate in programs funded through Title VI, in meeting program goals and objectives. Assessment results shall be provided to the Board, the committee established pursuant to 20 USC 7424, tribes whose children are served by the district, and the community. (20 USC 7424)

*(cf. 0500 - Accountability)*

*(cf. 6162.5 - Student Assessment)*

*(cf. 6162.51 - State Academic Achievement Tests)*

### ***Legal Reference:***

#### **EDUCATION CODE**

**33380-33384 California Indian Education Centers**

#### **UNITED STATES CODE, TITLE 20**

**6314 Title I schoolwide programs**

**7401-7492 Indian education**

**7701-7714 Impact Aid**

#### **CODE OF FEDERAL REGULATIONS, TITLE 2**

**200.0-200.521 Federal uniform grant guidance**

#### **CODE OF FEDERAL REGULATIONS, TITLE 34**

**222.90-222.129 Impact Aid, special provisions for local educational agencies that claim children residing on Indian lands**

### ***Management Resources:***

#### **WEB SITES**

**California Department of Education: <http://www.cde.ca.gov>**

**U.S. Department of Education, Office of Impact Aid:**

**<https://www2.ed.gov/about/offices/list/oese/impactaid>**

**U.S. Department of Education, Office of Indian Education:**

**<https://www2.ed.gov/about/offices/list/oese/oie>**

## **ACTION ITEM**

**6**

**TOPIC:** Discussion and possible action regarding the Learning Continuity and Attendance Plan.

**DESCRIPTION:** Minor changes were made to the Plan, and will be addressed by Superintendent MacLeod during the public hearing.

**FISCAL IMPACT:** N/A

**RECOMMENDATION:** Recommend approval.

# Learning Continuity and Attendance Plan (2020–21)

The instructions for completing the Learning Continuity and Attendance Plan is available at <https://www.cde.ca.gov/re/c/documents/lrngcntntvntndncpln-instructions.docx>.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Warner Unified School District	David MacLeod, Superintendent	David.macleod@warnerusd.net 760-782-3517

## General Information

A description of the impact the COVID-19 pandemic has had on the LEA and its community.

Warner Unified School District understands the unique role the district serves in the community. In a rural area the schools often serve as gathering place, and events at the district bring the community together. This is especially true with Warner since the preschool, elementary school, and middle/high school, along with the district office, are all located on the same site. Together they serve as a social center of the community. The school/district closures and stay at home orders have made maintaining that sense of community connection more difficult. Building a welcoming school climate has been a goal at the district, and COVID-19 conditions have made it doing that more challenging. However, staff is committed to maintaining positive relationships and providing community support throughout this difficult time. Parents, staff and students are invited to share ideas, questions, and concerns with the Superintendent, through phone calls, emails or social media. When schools are open for in-person learning, families will be able to take advantage of his open-door policy to give input.

In order to help students and families maintain the all-important connection to school, Warner has utilized a strong positive social media presence during the COVID-19 pandemic, sharing positive messages, links to academic and social-emotional resources, pictures of staff sending positive messages to students, pictures, and stories of seniors, samples of student artwork, and more. Parents in the community can also call or email staff members with questions or concerns. A district liaison focuses her work with the local Native American tribes to identify those families who may be more at-risk in this shelter-at-home environment as well as academically at-risk students, and district leadership works with tribal leadership to provide support such as Chromebooks for students, and food or SEL resources for families. Bilingual staff are available to support the Spanish speaking members of the community, maintaining strong school-family connections. The priority for the district is the physical and social-emotional health of their students and community, as well as maintaining academic engagement. Outreach begun in the Spring of 2020 continues in the 20-21 school year.

The lack of connectivity has also made transitioning to a virtual learning environment problematic. Although WUSD has 1:1 technology implementation, and all teachers are being trained and are ready for online instruction, issues with uneven Wifi access make online learning challenging. The district has been investigating options to get connectivity to all areas of the district, but that is not yet available. At this time, the overwhelming majority of the staff and community believe the best scenario for students would be to reopen school and have them back in class.

## Stakeholder Engagement

A description of the efforts made to solicit stakeholder feedback.

The Superintendent communicates regularly with parents and posts messages on both the website and the district Facebook page. Since the beginning of the pandemic messages were sent to parents on March 2, 11, 13, 16; April 1, 8; May 4, 8, 21, 22; June 5; July 20, July 22, August 2, August 5, August 11 and August 18. School started in an online learning environment on August 12, 2020. Every message included a phone number, email, or website link to access more information, and the superintendent regularly states that parents can call the district office directly for comments, questions, or to make special requests. Personal communication between families and staff is common in Warner.

Warner Unified will communicate with its staff and parents regularly to update them of any changes to our COVID-19 preventive measures policies. Once this plan has been finalized and board approved, it will be shared out to all parents and staff members.

- The district will post the draft Learning Continuity Plan (LCP) on its website and invite feedback regarding specific actions, and the opportunity to submit written comments
- The LCP draft plan will be presented to the Indian Advisory Committee and Parent Advisory Committee (PAC). The PAC will get the opportunity for review and comment; and the superintendent will respond to comments in writing. PAC date: September 4, 2020 (EL PAC – not required)
- Input gathered from the California School Employees Association (CSEA) & Association of Warner Educators (AWE) from meetings and MOUs.
- The LCP will be presented at a Parent Advisory Committee for review and comment on September 4, 2020.
- The LCP will be presented to the School Board for Public Hearing of the School Board on September 8, 2020.
- The LCP will be brought forward to a special meeting for approval on September 16, 2020
- Translation will be provided as needed. Public meetings will be held virtually due to COVID-19 restrictions and in compliance with Executive Order N 29-20.

Whether in-person or virtually, parents, staff, and students are invited to share ideas, questions, and concerns with the Superintendent, through phone calls, emails, or social media, just like they used to take advantage of his open-door policy to give input.

A description of the options provided for remote participation in public meetings and public hearings.

Advance notice regarding meetings, including time, agenda and teleconferencing information, will be done in a variety of ways, including notices on the district website and information sent using Thrillshare, which manages communication across devices and social networks.

When possible, virtual meetings will be held using platforms that are accessible via phones, tablets and/or computers, and may include social networking platforms to expand availability.

A summary of the feedback provided by specific stakeholder groups.

Stakeholders reviewed the report on September 4th. There were some clarifying questions but overall everyone was happy with the report and how we planned the spending. The main issue was about student safety and what school looked like when we reopened.

A description of the aspects of the Learning Continuity and Attendance Plan that were influenced by specific stakeholder input.

Our focus has always been about student safety, the stakeholders' input reinforced our focus. Even though the county health has changed some requirements, Warner Unified is maintaining its focus on student safety and will maintain the highest level of safeguards whenever possible.

## Continuity of Learning

### In-Person Instructional Offerings

A description of the actions the LEA will take to offer classroom-based instruction whenever possible, particularly for students who have experienced significant learning loss due to school closures in the 2019–2020 school year or are at a greater risk of experiencing learning loss due to future school closures.

Warner believes that the best learning environment for their students is in-person instruction. When that is available to the district per state and county health guidelines and/or waiver Warner will transition students back to school and will offer two options for families. The transition period will allow small groups of students to return while monitoring safeguards and protocols to ensure

student and staff safety. Then the transportation of students via buses will be initiated and also monitored, always keeping health and safety as the priority.

Option 1: Regular (in-person) instruction at school with the proposed safety protocols in place. The student is expected to attend school every day and will receive in-person instruction from a teacher. We believe this is the best option as it promotes collaborative learning, improves social skills, and the teaching style can be modified according to student needs and strengths. Breakfast and lunch will be delivered to classrooms. Hand washing or hand sanitizer will be required before meals. Recesses will be broken up by grade levels to help separate students. Students will have staggered exit times to maintain separation between students while loading the school buses. Locker rooms will be closed for PE class.

Option 2: Independent online study program.

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

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

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

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

The safety of students and staff is the highest priority when we resume in-person instruction. Daily symptom screening of all staff and students for COVID-19 symptoms, including fever, will occur each day before they enter the school or school bus.

Plans to maintain a clean and safe environment include:

- Staff and students will clean desks with soap and water daily and as necessary.
- Restrooms will be cleaned regularly, approximately every ninety minutes, by trained custodial staff.
- Students use of the restroom will be focused on reducing groupings to avoid gatherings.
- Frequently touched areas will be cleaned throughout the day by trained custodial staff.
- To the extent possible, schools will create a staggered schedule for shared playground areas and encourage use of larger areas such as fields in support of physical activities.
- Classrooms will be encouraged to open windows, when practical, and utilize fans to increase ventilation.

Warner Unified will teach and reinforce washing hands, avoiding contact with one's eyes, nose, and mouth, and covering coughs and sneezes. Students will practice the proper way to wash hands to maintain health and safety.

- Students and staff will wash their hands before and after eating; after coughing or sneezing; after being outside; and after using the restroom.



- Students will use hand sanitizer upon entry to the classroom.

Despite being required to start the year in distance learning, the orientations at Warner happened in-person. The district required social distancing and masks and checked everyone's temperature when they entered. Orientation happened over several days to support smaller groups and social distancing. Staff reported it was good seeing the kids again. Parents and students got to meet the teachers, and get their books, schedules and Chromebooks.

### **Actions Related to In-Person Instructional Offerings** (Additional information for each action is in the narrative responses above.)

Description	Total Funds	Contributing
Basic Services – In the Base Program Adopted Budget, you will find expenses including but not limited to Teaching Staff, Support Staff, Administration, Utility Bills, Textbooks, and standard school supplies.	Approximate \$2,000,000 (Base)	N
Supplemental Services –districtwide intervention and enrichment services for all students, especially those who are academically or social/emotionally at-risk. - Professional Development in strategies for closing the achievement gap while teaching Common Core - Library Media Technician; Technology Lead - After school tutoring	\$117,000 (S/C, Title II)	Y
Targeted support for students most at risk of not meeting grade-level standards - Instructional Assistants	\$110,000 (S/C, Title 1)	Y
Maintaining a safe and healthy environment: - Personnel Protective Equipment for students and staff - Additional cleaning and sanitizing supplies - Additional time for staff for cleaning - Thermometers and physical barriers (class dividers) - Security - Transportation	\$353,000 (S/C)  \$21,300 (LLMF)  \$ 7,905 (CARES)	Y  N

## **Distance Learning Program**

### **Continuity of Instruction**

A description of how the LEA will provide continuity of instruction during the school year to ensure pupils have access to a full curriculum of substantially similar quality regardless of the method of delivery, including the LEA's plan for curriculum and instructional resources that will ensure instructional continuity for pupils if a transition between in-person instruction and distance learning is necessary.

Early in March 2020 Warner Unified School District began planning for the possibility that district/school closures may be on the horizon. Since parts of the community do not have reliable internet access, the decision was made by staff that the most equitable option was the creation of paper packets. Now, with the need to begin school virtually in 2020-21, paper packets are no longer a viable option, and the staff is ready to transition to virtual, online instruction. The remaining challenge is the unavailability of internet access in some areas.

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

Library Media Technician will assist teachers in finding resources and strategies to create substantially similar curriculum and instruction in online learning as that used for in-person learning. In addition, Warner's art teacher is collaborating with the guidance counselor and providing online elementary art lessons that are connected to subjects covered in the elementary guidance calendar. The first month is mindfulness and the art projects include calming art activities. The ASES program will be providing programs for grades K-8. They will be offering virtual programs as well as sending out crafts and STEM projects for the kids to do at home.

In the High School teachers and counselors continue to integrate CTE and College/Career Readiness into the curriculum and school events. One example of this is sharing information through a variety of formats about an upcoming Virtual College Fair.

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

Warner Unified will provide the following two options of instruction for parents to choose for their child when required to be in a virtual learning environment:

Option 1: Virtual instruction that aligns with the planned in-person instruction at school with relevant modifications for the online environment, supported by Google Classroom and other on-line resources.

Option 2: Independent online study program. The independent study program is best for students or families that are at high risk. It requires the parents to sign a master contract with our counseling office that will layout the classes that are to be completed in the trimester or semester schedule. Students will be locked into this program and can only switch back once the semester or trimester is completed. The program will consist of completing online classes with the help of a coach. The student will meet with their coach weekly. The school district will help families with internet options as well as provide a device for the student to be successful. The independent study program really benefits students that are motivated. Parents must be engaged in overseeing their child's education and need to ensure their child is completing the work in a timely fashion. During registration, families that opt for the independent learning online model will be trained on the software and the expectations of the program.

## **Access to Devices and Connectivity**

A description of how the LEA will ensure access to devices and connectivity for all pupils to support distance learning.

The District believes that technology is an integral part of education in the 21st century. The District will evaluate the effectiveness of current educational programs and will continue to invest in innovative and well-recognized software and hardware to supplement and strengthen student learning. The District will continue to employ the New Ed Technology Lead and will transform the library into a 21st century Maker Space. The District will maintain the 1:1 technology implementation for all students.

Warner distributed Chromebooks for this year to all students at orientation. Unfortunately, some Wi-Fi hotspots were on backorder and will be distributed as soon as they arrive. There continues to be a challenge in that some areas around Warner do not get any WIFI signal. Warner is working with the community, and technology companies and partners, to find solutions for those remote areas. The district will continue to procure Wi-Fi devices and service options for families and ensure that staff and students have the appropriate devices to engage in high-quality online curriculum and instruction. Relevant training will also be provided to support the effective use of technology.

## **Pupil Participation and Progress**

A description of how the LEA will assess pupil progress through live contacts and synchronous instructional minutes, and a description of how the LEA will measure participation and time value of pupil work.

Warner Unified School District believes the success of each child is rooted in a community that takes responsibility for each child's success. To that end the district follows the mantra of Educate – Communicate – Document. Tracking student progress is a natural result of those beliefs and being part of a small community reinforces the beliefs. Teachers establish and communicate standards and expectations to their students in both in-person and virtual classroom environments. Students check-in with teachers each day,

through classroom engagement or via text, email, phone or by turning in work. Teachers follow up with students who don't check-in. Individual student-teacher meetings are conducted weekly.

Experienced certificated teachers are the best judges of whether students are engaging in learning and progressing at a pace that will meet instructional time requirements and put students on-track for meeting grade-level standards. Regular collaboration, communication and documentation provide the basis for evaluating student progress.

### **Distance Learning Professional Development**

A description of the professional development and resources that will be provided to staff to support the distance learning program, including technological support.

The teachers at Warner Unified were given two full weeks of professional development before school started to engage in training in Google Classroom, the Distance Learning Management System for the district. There was time built into the training for planning and Google Classroom set-up and preparation. The district will continue to be responsive to the needs of the staff as they implement Google Classroom with students and lessons across the grade levels and content areas.

The district Technology Lead will also provide support to staff in the use of technology and in finding appropriate resources for teachers to use in their lessons.

### **Staff Roles and Responsibilities**

A description of the new roles and responsibilities of affected staff as a result of COVID-19.

Warner Unified will shift personnel and try to meet the new COVID related requirements with the staff it currently has on hand.

- Bus drivers will provide symptom screening, adding more time to the route time to accommodate the screening. Routes will be adjusted, as well as adjusting the number of students per bus.
- Office staff will do the at-school screening.
- The district is adjusting the maintenance schedule so that the custodians will be able to focus more on deep cleaning.

Warner is working with their bargaining units, AWE & CSEA, on how COVID-19 will impact the working conditions. In addition, the staff has been surveyed and those who are in high-risk categories have been identified. The district is making as many accommodations as possible. Job duties, hours, and assignments may be adjusted in collaboration with Human Resources, legal, and unions/bargaining units.

## **Supports for Pupils with Unique Needs**

A description of the additional supports the LEA will provide during distance learning to assist pupils with unique needs, including English learners, pupils with exceptional needs served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness.

Warner Unified School District has seen improvement in the academic achievement of both English Learners and Socioeconomically Disadvantaged student groups based on the 2019 California Schools Dashboard. Both groups of students showed improvement in English Language Arts and Math. Since 82% of the students in WUSD are Socioeconomically Disadvantaged, school, and district-wide improvements such as the focus on literacy and building a love of reading among the students contributed to their improvement. Those priorities are built into the District's curriculum and instruction, whether in-person or virtual and the Instructional Aides continue to be available to help students in either setting.

The district has worked to hire more bilingual staff to support the English Language Learner students and support outreach to the families. These staff members have provided key support during this time of distance learning. Students and parents benefit from staff who can reach out and check in with them to see how they are doing both academically and social-emotionally, and the bilingual staff members can help identify resources for the students or families. Planning for the 2020-21 school year determined resources will be needed to ensure EL students have access to the same quality of instruction in a virtual learning environment as they would in their classrooms.

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

Warner's SPED director will coordinate services to students with IEPs. IDEA and federal requirements and timelines will be met to the fullest extent possible, whether in-person or online. Additional in-home support for Special Education students during virtual learning times will be available to provide additional academic and behavioral assistance to boost student success. The district will reach out to 3rd party vendors like Occupational Therapists and Speech Therapists and brief them on the new health and safety guidelines so they can continue working with students as they transition between in-person and virtual learning environments.

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

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

**Actions Related to the Distance Learning Program** (Additional information for each action is in the narrative responses above.)

Description	Total Funds	Contributing
Continuity of Instruction/Distance Learning		
- ASES/ASSETS programs for students	\$ 63,000 (ASES/ASSETS)	N
- Library Media Technician (funding included in In-Person Learning Section)	\$ 15,000 (S/C)	Y
- Web-based and online resources		
Access to Devices and Connectivity:		
- Purchases of computer devices and internet hot spots;	\$124,000 (LLMF)	N
- Tech support and training for staff	\$ 87,000 (S/C)	Y
Distance Learning Professional Development:		
- Google Classroom Training	\$59,000 (LLMF)	N
Staff Roles and Responsibilities: no added expense at this time	\$ 0.00	
Supports for Students with Unique Needs:		
- Additional Special Education in-home support	\$22,898 (LLMF)	N
- EL Resources	\$ 0 (S/C)	Y

## Pupil Learning Loss

A description of how the LEA will address pupil learning loss that results from COVID-19 during the 2019-2020 and 2020-21 school years, including how the LEA will assess pupils to measure learning status, particularly in the areas of English language arts, English language development, and mathematics.

Warner USD began the process of defining and setting expectations for student learning and progress during the 2019-20 school year and was planning on defining specific benchmarks during the 2020-21 year. That work will continue, however it may be impacted by the variety of learning options available due to the pandemic. iReady will be the assessment system used to set baselines and benchmarks for students in grades K-8 and to determine the readiness of students in 9-12 to be successful in High School courses. The capabilities of the program will allow it to identify students that need to make up learning loss due to the 2020

school closure. iReady assesses the student's strengths and areas of focus and then constructs an online learning path for him/her to make the most gains.

Teachers will also use observations, formative assessment, and project data to monitor student academic growth and skills attainment during this school year. Information gathered will be used to refine, or differentiate, classroom instruction.

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

As a small district, teachers and counselors know their students and families well and will use their professional expertise to determine which prerequisites students need to review and when students are ready to move forward in the curriculum. Differentiated instruction and small group interactions will facilitate this process.

### **Pupil Learning Loss Strategies**

A description of the actions and strategies the LEA will use to address learning loss and accelerate learning progress for pupils, as needed, including how these strategies differ for pupils who are English learners; low-income; foster youth; pupils with exceptional needs; and pupils experiencing homelessness.

Using results from formative assessments, teachers will be prepared to reteach previous material, or material not mastered from last year, to build strong foundations for the next levels of learning. Teachers can reteach the standard in a different way or offer students different methods to demonstrate mastery. For students who continue to struggle and have challenges in understanding the curriculum, targeted small group lessons will be used to provide supplemental instruction and support to meet their additional needs. Historical data may suggest that the majority of students who are struggling will be English Learners, Low-Income or other identified groups; however, it is paramount to address each individual student based on assessment data.

Instructional aides for both English Language Learners and Students with Disabilities can assist with additional time and attention for students who are demonstrating learning loss. iReady assessments will be used with English Language Learners as well, and they will also have their oral and written language level monitored by the EL coordinator.

Warner does not have any students living in foster care and had only one student experiencing homelessness in 2019-20. Homeless students will continue to receive services required by the McKinney-Vento Act. This includes additional academic and social-emotional support to help them address the learning loss that frequently results from frequent moves and difficulty getting to school.

## Effectiveness of Implemented Pupil Learning Loss Strategies

A description of how the effectiveness of the services or supports provided to address learning loss will be measured.

The effectiveness of actions and services to support learning loss will be determined by student outcomes in predetermined benchmark assessments at each evaluation period. Student results will be discussed at teacher collaboration meetings, with administrators, and with parents to determine if changes are needed to promote student success.

## Actions to Address Pupil Learning Loss *(Additional information for each action is in the narrative responses above.)*

Description	Total Funds	Contributing
Staff may need additional time to collaborate on setting expectations and defining benchmarks, as well as for planning effective strategies to mitigate learning loss for students. The cost is not known at this time. To reduce pupil learning loss we believe maintaining class ratio is our best action. For this, we added an extra elementary teacher.	\$10,000	Y
	\$68,000 (CARES)	

## Mental Health and Social and Emotional Well-Being

A description of how the LEA will monitor and support mental health and social and emotional well-being of pupils and staff during the school year, including the professional development and resources that will be provided to pupils and staff to address trauma and other impacts of COVID-19 on the school community.

In order to help students and families maintain the all-important connection to the school, Warner has utilized a strong positive social media presence during the COVID-19 pandemic, sharing positive messages, links to academic and social-emotional resources, pictures of staff sending positive messages to students, samples of student artwork, and more. Parents in the community can also call or email staff members with questions or concerns. A district liaison focuses her work with the local Native American tribes to identify those families who may be more at-risk in this shelter-at-home environment as well as academically at-risk students. District leadership works with tribal leadership to provide support such as Chromebooks for students, and food or SEL resources for families. Bilingual staff are available to support the Spanish speaking members of the community, maintaining strong school-family connections. The priority for the district is the physical and social-emotional health of their students and community, as well as maintaining academic engagement.

The core of the mental health and social/emotional well-being in the district is the Positive Health Office. Here students and families find a caring and supportive staff who will work with them to address their concerns. Besides the district counselor and psychologist



the Positive Health Office also provides referrals to outside partners such as Care Solace, the Indian Health Council, and Vista Hill. District counselor hours have been increased to reach out to students in need during the stressful times of this pandemic. And the counseling office has gained additional supplies and tools to work with students and families. The counseling website is a positive, resource filled web page that includes SEL Resources for students, as well as a Parent Toolkit and COVID related resources.

Warner Unified School District is proud that almost 100% of their staff has been trained in Trauma-Informed Practices for Schools. Students and families benefit from teachers that understand the effects of trauma and are knowledgeable in strategies to help students who have or are currently, facing trauma in their lives. We have also started suicide prevention training for all middle school and high school staff.

Having Instructional Aides in the classrooms, whether in-person or virtually, also adds to the number of caring adults at the school and contributes to the social-emotional well-being of students.

Staff also might face mental health issues during these difficult times. Warner USD provides mental health support through VEBA and our JPA's EASE program. VEBA recognizes that depression, anxiety, addiction, domestic violence and mental health conditions impact many individuals in our community, as well as their families and loved ones. We provide support to VEBA members through access to individual and group counseling, virtual visits and customized programs that can put individuals on a path to healing and recovery. The employee assistance program (EASE) through the San Diego County Office of Education JPA is available to staff and their eligible family members.

## **Pupil and Family Engagement and Outreach**

A description of pupil engagement and outreach, including the procedures for tiered re-engagement strategies for pupils who are absent from distance learning and how the LEA will provide outreach to pupils and their parents or guardians, including in languages other than English, when pupils are not meeting compulsory education requirements, or if the LEA determines the pupil is not engaging in instruction and is at risk of learning loss.

Building a welcoming school climate has been a goal of the Warner district, and while COVID-19 conditions have made it more challenging, the staff is committed to maintaining positive relationships and providing community support throughout this difficult time. As a small district, it is through these positive relationships and community partnerships that Warner reaches out to families and encourages all students to stay in school. With a significant Native American student population, the collaboration with the tribal council, and the work of the district Native American liaison provides a strong, positive link to the students and families. The liaison visits with the families of students who are not engaging with school and provides encouragement and resources to promote the re-engagement of the student.

The positive and welcoming environment is reflected in the positive news and student/staff highlights shared on the district website and across the social media platforms.

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

For students needing extra support, specific academic and social/emotional support systems were mentioned in previous sections.

If a family needs to arrange for childcare or so their older students can re-engage with school, they may contact the superintendent who will work with staff and community resources to arrange it. So far, no families have requested assistance in this area.

## School Nutrition

A description of how the LEA will provide nutritionally adequate meals for all pupils, including those students who are eligible for free or reduced-price meals, when pupils are participating in both in-person instruction and distance learning, as applicable.

On August 14, 2020, the district resumed food services using a different system than previously used. A week's worth of food will be available at the cafeteria for pick up while the district is in a virtual learning environment. A parent or guardian will need to go to the cafeteria to get the food on Fridays for their children. Families will need to bring their own bag or box for the food and will also need to wear a mask and be screened upon entering the campus. The pickup time will be by the last name:

A - G 11:00 AM to 11:30 AM H - M 11:30 AM to 12:00 PM N - S 12:00 PM to 12:30 PM T - Z 12:30 PM to 1:00 PM

Once students transition back to in-person instruction food services will also transition back to serving food on campus, in a way that ensures all health and safety precautions are met. For example, lunchtimes will be staggered, food will be pre-bagged, hand washing or sanitizing will be required.

## Additional Actions to Implement the Learning Continuity Plan (Additional information for each action is in the narrative responses above.)

Section	Description	Total Funds	Contributing
Mental Health and Social/Emotional Well Being	<ul style="list-style-type: none"> <li>- Community Resources</li> <li>- Psychologist and counselor time and resources</li> <li>- School Climate (positive communication, Character Ed, Safe School Ambassadors)</li> </ul>	\$34,500 (S/C) \$7,496 (LLMF)	Y N
Pupil and Family Engagement and Outreach	Outreach to the community, communications platforms, translation	\$7,500 (S/C)	Y
School Nutrition	Additional food costs associated with providing food during times of distance learning	\$10,000 (LLMF)	N

# Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Percentage to Increase or Improve Services	Increased Apportionment Based on the Enrollment of Foster Youth, English Learners, and Low-Income students
24.15%	\$480,278

## Required Descriptions

For the actions being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the needs of these students.

Warner Unified is considered a low-income district and all decisions made within Warner Unified always considers low-income students and how best to support these families. When deciding on activities to provide additional academic or social and emotional support to students in the Warner Unified School District, the district gathers input from all stakeholders and considers the differentiated needs of their students and research-based best practices to meet those needs. Several factors impact the needs of the students in Warner that are not typically considered in other districts. Warner is a rural and remote district, so school attendance and engagement are disproportionately affected by transportation and lack of WiFi access. In addition, the large Native American population (31%) is culturally distinct, and many of the families are identified as low income (83%). The needs of this population are determined and addressed through collaboration with the Indian Advisory Group.

The English Language Learner population's needs are more well known and best practices are well supported by research. Warner provides for the assessment, appropriate placement, and instruction that includes both Integrated and Designated ELD. Those are supplemented by additional staff, resources, and training to promote academic success.

As a community hub, Warner recognizes that getting students prepared mentally, socially, and emotionally to engage in the learning process is a priority that must be addressed if the academic needs are to be successfully supported.

All actions and services funded with Supplemental and Concentration funds are principally directed to supporting unduplicated students by addressing those areas that experience and research demonstrate will be effective in promoting their success.

- Instructional Assistants to focus on at-risk students, which data says are usually the low income and English Learners
- Safe, clean, and secure facilities – beyond the base, to create a welcoming and inviting atmosphere for students and parents

- Home to School Transportation - our rural location requires transportation to get students to school safely and consistently, especially unduplicated populations
- Technology access, including hardware, software, and wifi, to close the digital divide and give all students access to support and/or enrichment
- Mental Health/Social-Emotional support - School Psychologist, counselor, resources. Data demonstrates that students from low-income families encounter more trauma in their lives.
- Professional development on strategies to close the achievement gap
- Parent Outreach and communication that invites all stakeholders into the communication loop to keep them informed and solicit feedback
- Healthy School Culture and Welcoming Atmosphere for students and families to promote attendance and engagement

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

Warner Unified School District might have designed and implemented a much different academic and social/emotional plan if the community had different characteristics. Instead, Warner has embraced its community and used all the resources at its disposal to provide the best possible learning environment for their students. For English Learners we offer a pull-out program that meets with grouped students of like skill level throughout the day. While services for English Learners may be easier to define and link to identified students, services to low-income students are designed to ensure there is the safety net in place that would successfully "catch" low-income students that were struggling. Every decision we make is based on how to support our families that have a hard time making rent, having gas to drive or money to buy meals. Warner Unified in many ways is the hub of the community for Warner Springs and thus it is our responsibility to provide the safety net for our community. And while that safety net will also catch any other students as well, the students from low-income families would be disproportionately harmed if that net wasn't there.

## **ACTION ITEM**

**7**

- TOPIC:** Consider approval of the Independent Contractor Agreement with Merit J. Whitney, school bus instructor.
- DESCRIPTION:** Provide "Behind the Wheel" Bus Training to new bus drivers for certification from training through completion of certification.
- FISCAL IMPACT:** \$75.00/hour. Not to exceed 35 hours per driver.
- RECOMMENDATION:** Recommend approval.

## Warner Unified School District INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July, 2020.

by and between the WARNER UNIFIED SCHOOL DISTRICT, hereinafter referred to as DISTRICT,  
and

**Merit J Whitney, School Bus Instructor ID  
Number 4454**

, hereinafter referred to as CONTRACTOR.

### WITNESSETH:

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

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

WHEREAS, CONTRACTOR is specially trained, experienced, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, it is mutually agreed by the parties hereto, as follows:

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

**Provide "Behind the Wheel" Bus Training to new bus drivers for certification from training through completion of certification.**

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

#### 2. Term of Agreement.

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

#### 3. Contractor's Fee.

DISTRICT agrees to pay CONTRACTOR for services satisfactorily performed pursuant to this Agreement, the sum of \_\_\_\_\_ Dollars (\$ ).

**\$75/Hour not to exceed 35 hours per driver**

#### 4. Payments.

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

**Bus Training is complete and drivers have passed their exams.**

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

**5. Expenses.**

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

N/A

**6. Non-Resident Independent Contractor Withholding.**

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

**7. Independent Contractor.**

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

**8. Workers' Compensation Insurance.**

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

**9. Hold Harmless and Indemnification.**

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

**10. Insurance.**

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

**11. Permits/Licenses.**

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

**12. Employment with Public Agency.**

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

**13. Assignment.**

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

**14. Ownership of Work-Product.**

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

**15. Termination of Agreement.**

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

**16. Termination for Non-Funding.**

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

**17. Pupil Safety Provisions.**

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

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

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

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

The above determination is made by:

NAME: Andrea Sisson Signature: Andrea Sisson Date: 10/19/20  
Andrea Sissons  
 Superintendent/CBO (Print name and Signature)



**18. DISTRICT Administrator of Agreement.**

The point of contact for this agreement is:

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

**19. Contractor Point of Contact:**

Name: **Merit J Whitney**  
Address: **530 16<sup>th</sup> Street, Ramona Ca 92065**  
Telephone:  
E-mail:

**20. Attorneys' Fees.**

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

**21. Governing Law.**

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

**22. Entire Agreement/Amendment.**

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

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

**WARNER UNIFIED SCHOOL DISTRICT**

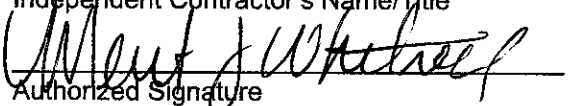
Andrea Sissons, Chief Business Official  
Name/Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**CONTRACTOR**

Merit J Whitney  
Independent Contractor's Name/Title

  
Authorized Signature

10/15/2020  
Date

## **ACTION ITEM**

**8**

**TOPIC:** Consider approval of the Independent Contractor Agreement with Nancy Sedgwick, Consultant.

**DESCRIPTION:** Consultant Services in support of navigating Local Control Accountability Plan (LCAP) and Federal Addendum as well as the Learning Continuity Plan (LCP).

**FISCAL IMPACT:** \$5,000

**RECOMMENDATION:** Recommend approval.

## Warner Unified School District INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July, 2020.

by and between the WARNER UNIFIED SCHOOL DISTRICT, hereinafter referred to as DISTRICT, and

**Nancy Sedgwick, Consultant**

, hereinafter referred to as CONTRACTOR.

### WITNESSETH:

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

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

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

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

Consultant Services in support of navigating Local Control Accountability Plan (LCAP) and Federal Addendum as well as the Learning Continuity Plan (LCP).

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

#### 2. Term of Agreement.

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

#### 3. Contractor's Fee.

DISTRICT agrees to pay CONTRACTOR for services satisfactorily performed pursuant to this Agreement, a sum, not to exceed

**\$ 5,000**

Dollars (\$).

#### 4. Payments.

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

Services billed at \$65/hourly.

Prior approval for hourly services required from Warner USD Administration.

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

**5. Expenses.**

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

N/A

**6. Non-Resident Independent Contractor Withholding.**

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

**7. Independent Contractor.**

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

**8. Workers' Compensation Insurance.**

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

**9. Hold Harmless and Indemnification.**

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

**10. Insurance.**

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

**11. Permits/Licenses.**

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

**12. Employment with Public Agency.**

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

**13. Assignment.**

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

**14. Ownership of Work-Product.**

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

**15. Termination of Agreement.**

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

**16. Termination for Non-Funding.**

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

**17. Pupil Safety Provisions.**

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

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

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

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

**The above determination is made by:**

NAME: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Superintendent/CBO (Print name and Signature)**

**18. DISTRICT Administrator of Agreement.**

The point of contact for this agreement is:

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

**19. Contractor Point of Contact:**

Name: **Nancy Sedgwick**  
Address: **5373 Central Ave, Bonita, CA 91902**  
Telephone: **(619) 988-3844**  
E-mail: **nlsgdwick@gmail.com**

**20. Attorneys' Fees.**

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

**21. Governing Law.**

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

**22. Entire Agreement/Amendment.**

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

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

**WARNER UNIFIED SCHOOL DISTRICT**

Andrea Sissons, Chief Business Official  
Name/Title

Andrea Sissons  
Authorized Signature

11/3/20  
Date

**CONTRACTOR**

Nancy Sedgwick, Consultant  
Independent Contractor's Name/Title

Nancy Sedgwick  
Authorized Signature

11-3-20  
Date

**TOPIC:** Consider approval of Resolution No.2020-2021-003, Resolution for Employee Early Retirement Program 2021.

**DESCRIPTION:** Whereas, the Governing Board of Warner Unified School District ("District") has agreed to offer an Employee Early Retirement Program 2020-2021 ("Program").

**FISCAL IMPACT:** Eligible employees age 55 or older with five (5) or more years of service, with Warner Springs Unified School District, will receive \$15,000.00, per eligible employee, calculated at a rate of \$5,000 per year for 3 years. Payment shall be funded in one(1) installment (\$15,000) into the San Diego County School Fringe Benefits Consortium 403(b) Plan.

**RECOMMENDATION:** Recommend approval.

WARNER SPRINGS UNIFIED SCHOOL DISTRICT  
GOVERNING BOARD RESOLUTION  
# 2020-2021-003

**Resolution for Employee Early Retirement Program 2021**

**WHEREAS**, the Governing Board of Warner Unified School District ("District") has agreed to offer an Employee Early Retirement Program 2020-2021 ("Program").

**NOW, THEREFORE**, the Governing Board of Warner Springs Unified School District resolves to offer the following Early Retirement Incentives:

**1.0    Eligibility**

- 1.1    Permanent certificated or classified employees who retire from District service no earlier than January 31, 2020 and no later than June 30, 2021, AND have rendered at least five (5) years of full-time service to the District, AND are at least age 55 on their date of retirement are eligible to participate.

**2.0    Participation Requirements**

- 2.1    If one (1) or more eligible employees elect this option, the incentive payment set forth in 3.1 will be provided.
- 2.2    Participating employees shall submit all required enrollment materials and Letter of Resignation (retirement) to the District on January 4, 2021 by 3:30 p.m. To protect the class of enrolled employees, the resignations of participants are irrevocable as of the deadline to be established by the District and may not be rescinded.

**3.0    Incentive Payments**

- 3.1    Eligible employee age 55 or older with five (5) or more years of service, with Warner Springs Unified School District, will receive \$15,000.00, per eligible employee, calculated at a rate of \$5,000/year for 3 years.
- 3.2    The appropriate payment shall be funded in one (1) installments (\$15,000) into the San Diego County School Fringe Benefits Consortium 403(b) Plan. The payment will be made, ten (10) business days following June 30, 2021.
- 3.4    The amount of the payment shall be fixed upon the close of the enrollment window and shall not be subject to increase thereafter.
- 3.5    Distribution of monies contributed under this Retirement Incentive program shall be governed by applicable Federal and State law.

**4.0    Miscellaneous**

- 4.1    The Contract Administrator for the Program shall be San Diego County Office of Education, Fringe Benefit Consortium (FBC).
- 4.2    The purpose of this Program is to reduce costs and avoid layoffs.



**PASSED AND ADOPTED** by the Board of Trustees of Warner Unified School District, County of San Diego, State of California, this 30<sup>th</sup> of June, 2020, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

I hereby certify that the foregoing is a full, true and correct copy of the resolution duly adopted by said Board of Trustees at a regularly called and conducted meeting held on said date, which resolution is on file and of record in the office of said Board.

**Jeannean Rombal**  
**President of the Board**

**David MacLeod**  
**Secretary of the Board**

## **ACTION ITEM**

**10**

**TOPIC:** Discussion and action to change the date of the December School Board Meeting to accommodate the Annual Organizational Meeting and First Interim and Budget Overview for Parents.

**DESCRIPTION:** An annual meeting to elect current Board members  
To hold particular positions on the School Board.

**FISCAL IMPACT:** N/A

**RECOMMENDATION:** Recommend approval.

Rhonda Hill &lt;rhonda.hill@warnerusd.net&gt;

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## 2020 Organizational Meeting Bulletin

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Aaron McCalmont <aaron.mccalmont@sdcoe.net>  
To: Aaron McCalmont <aaron.mccalmont@sdcoe.net>

Fri, Oct 2, 2020 at 11:15 AM

Good morning,

I have received a few questions surrounding the Organizational Meeting so I thought it would be best to send out communication to all executive assistants with answers to these questions. In addition to the questions and answers below, we will be sending out a few election FAQs shortly after the November 3<sup>rd</sup> election.

**1. Must the governing board select their organizational meeting's date and time at its regular meeting held immediately prior to December 1<sup>st</sup>?**

Yes. Pursuant to Education Code sections 35143 (school districts) and 72000 (community college districts), unless otherwise provided by a rule of the Governing Board, the date of the organizational meeting must be selected by the Board at its regular meeting held immediately prior to December 1st (presumably the regular November board meeting).

This may seem somewhat redundant to place an action (or consent) item on your regular board meeting agenda for November in which your board selects the upcoming organizational meeting date and time given that your governing board may have already selected the 2020 Organizational Meeting date and time at last year's organizational meeting when they fixed the date and time of all regular board meetings for the upcoming year (Ed. Code §§ 35140 & 72000). However, given that this is a statutory requirement to select the organizational meeting date and time at a regular board meeting held immediately prior to December 1st, please be sure to have this added to your regular board meeting in November.

**2. Can we adopt the first interim report and Budget Overview for Parents at the same meeting in which the organizational meeting is held?**

It depends. Organizational meetings must take place this year between December 11 and December 25, inclusive. The first interim and Budget Overview for Parents is due no later than December 15. Therefore, if your organizational meeting is scheduled between December 11 and December 15, then you may adopt these fiscal agenda items at the meeting in which your organizational meeting is held. However, if your board schedules your organizational meeting between December 16 and December 25, then your board would need to hold a separate meeting on or before December 15 to adopt these items.

**3. What dates in 2021 can governing boards hold their organizational meeting?**

For 2021, organizational meetings can be held between December 10 and December 24, inclusive. However, please keep in mind that the first interim report is still due on or before December 15 of each year (Ed. Code § 42130).

**4. Can I still use the previous Statement of Facts, Roster of Public Agencies form when filing the form this year?**

No. The California Secretary of State's office made revisions to this form in December 2019 and now require all submissions of this form to be placed on the revised form, which is now called the Registry of Public Agencies. I have attached the revised form to this email. You may also find this form at the Secretary of States' website here.

I hope this helps provide some clarity around these questions, but as always, please feel free to reach out if you have any additional questions.

Thank you,

**Aaron McCalmont**

Legal Analyst

San Diego County Office of Education

(858) 295-6613

aaron.mccalmont@sdcoe.net

**From:** Aaron McCalmont

**Sent:** Wednesday, September 30, 2020 9:37 AM

**To:** Aaron McCalmont <aaron.mccalmont@sdcoe.net>

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## **Consent Agenda**

- 1. Commercial Warrants**
- 2. Purchase Orders**
- 3. Sunshine Stone to work as a classified substitute pending pre-Employment screening.**
- 4. Amendment #1 to Agreement No. 20210387 between san Diego County Superintendent of Schools ("County"), and Warner Unified School District ("Provider"), regarding CSPP Quality Site Block Grant.**
- 5. K12 Strong Workforce Program Participation Agreement Career Technical Education (CTE). (Round 2).**
- 6. Agreement for Student Transportation Services Between San Diego County School Districts July 1, 2020 - June 30, 2022.**
- 7. School Districts of San Diego County Interdistrict Attendance Agreement.**

## **Commercial Warrants**

# **Varrant Detail - October 2020**

10/1/2020 14714416	NV5	0100	2740.00
10/1/2020 14714417	JULIE OSUNA	0100	63.73
10/1/2020 14714417	JULIE OSUNA	0100	53.93
10/1/2020 14714417	JULIE OSUNA	0100	51.75
10/1/2020 14714418	EXPLORELEARNING, LLC	0100	875.00
10/1/2020 14714419	DAVIS FIRE PROTECTION	0100	8722.00
10/1/2020 14714420	SOUTHWEST SCHOOL SUPPLY	0100	50.51
10/1/2020 14714421	RAMONA DISPOSAL	0100	1328.80
10/1/2020 14714422	BANK OF AMERICA BUSINESS CARD	0100	4133.05
10/1/2020 14714422	BANK OF AMERICA BUSINESS CARD	0100	424.46
10/1/2020 14714422	BANK OF AMERICA BUSINESS CARD	0100	266.79
10/1/2020 14714422	BANK OF AMERICA BUSINESS CARD	0100	120.48
10/1/2020 14714422	BANK OF AMERICA BUSINESS CARD	0100	451.24
10/1/2020 14714422	BANK OF AMERICA BUSINESS CARD	0100	247.16
10/1/2020 14714423	AT&T	0100	728.45
10/1/2020 14714424	ARNTZ DISTRIBUTING COMPANY	1300	238.12
10/1/2020 14714425	PITNEY BOWES	0100	193.95
10/1/2020 14714426	PITNEY BOWES PURCHASE POWER	0100	917.80
10/1/2020 14714427	CIF SAN DIEGO SECTION	0100	570.00
10/1/2020 14714428	CIF STATE OFFICE	0100	50.16
10/8/2020 14716572	SHANNON STEIN	0100	99.32
10/8/2020 14716573	SPECIALIZED THERAPY SERVICES	0100	231.75
10/8/2020 14716574	MERIT J WHITNEY	0100	1162.50
10/8/2020 14716575	GHAZAL & SONS INC	1300	245.36
10/8/2020 14716576	JULIE OSUNA	0100	53.49
10/8/2020 14716576	JULIE OSUNA	0100	58.14
10/8/2020 14716576	JULIE OSUNA	0100	82.00
10/8/2020 14716577	LORENZO RODRIGUEZ	0100	57.78
10/8/2020 14716578	CLINICAL LABORATORY	0100	430.00
10/8/2020 14716579	WATER SYSTEM MANAGEMENT	0100	523.75
10/8/2020 14716580	SCHOLASTIC, INC.	0100	616.43
10/8/2020 14716581	VERIZON WIRELESS	0100	320.45
10/8/2020 14716581	VERIZON WIRELESS	0100	376.34
10/8/2020 14716581	VERIZON WIRELESS	0100	475.17
10/8/2020 14716582	RAMONA DISPOSAL	0100	372.56
10/8/2020 14716583	BANK OF AMERICA BUSINESS CARD	0100	117.00
10/8/2020 14716584	AT&T	0100	465.11
10/8/2020 14716585	ARNTZ DISTRIBUTING COMPANY	1300	309.32
10/8/2020 14716586	US FOODSERVICE	1300	4304.73
10/8/2020 14716587	RICOH USA, INC.	0100	188.28
10/8/2020 14716588	CALIFORNIA ASSOCIATION FFA	0100	20.00
10/8/2020 14716588	CALIFORNIA ASSOCIATION FFA	0100	100.00
10/8/2020 14716588	CALIFORNIA ASSOCIATION FFA	0100	50.00
10/12/2020 14717634	JASMINE PAYNE	0100	788.33
10/12/2020 14717635	SYNCB/AMAZON	0100	2239.40

10/12/2020 14717635	SYNCB/AMAZON	0100	287.03
10/12/2020 14717635	SYNCB/AMAZON	0100	104.50
10/12/2020 14717635	SYNCB/AMAZON	0100	137.84
10/12/2020 14717635	SYNCB/AMAZON	1300	42.00
10/12/2020 14717636	STANDARD ELECTRONICS	0100	285.00
10/12/2020 14717637	SAN DIEGO GAS & ELECTRIC	0100	483.64
10/19/2020 14719931	ARNTZ DISTRIBUTING COMPANY	1300	362.25
10/22/2020 14721119	ALL STATE PROPANE	0100	761.87
10/22/2020 14721120	Inocente Reyes	0100	12.00
10/22/2020 14721121	A-Z BUS SALES, INC.	0100	513.64
10/22/2020 14721122	INFINITY COMMUNICATIONS AND CONSULTI	0100	850.00
10/22/2020 14721123	PIVA EQUIPMENT SERVICES INC	0100	549.45
10/22/2020 14721124	JENNIFER RUDLOFF	0100	15.00
10/22/2020 14721125	SAN DIEGO COUNTY SPEECH PATHOLOGY SR	0100	1387.50
10/22/2020 14721126	BENCHMARK EDUCATION COMPANY,LLC	0100	59.26
10/22/2020 14721127	EWING IRRIGATION PRODUCTS INC	0100	262.53
10/22/2020 14721128	LLOYD PEST CONTROL	0100	170.00
10/22/2020 14721129	GOLD STAR FOODS,INC	1300	2631.78
10/22/2020 14721130	ROCK ACADEMY	0100	300.00
10/22/2020 14721131	DION INTERNATIONAL TRUCKS	0100	1515.13
10/22/2020 14721132	RANSOM BROS. LUMBER & SUPPLY	0100	164.57
10/22/2020 14721133	HOME DEPOT CREDIT SERVICES	0100	130.11
10/22/2020 14721133	HOME DEPOT CREDIT SERVICES	0100	624.71
10/22/2020 14721133	HOME DEPOT CREDIT SERVICES	0100	110.42
10/22/2020 14721134	WAXIE SANITARY SUPPLY	0100	2472.56
10/22/2020 14721134	WAXIE SANITARY SUPPLY	0100	16375.65
10/22/2020 14721135	MCKINLEY ELEVATOR CORPORATION	0100	720.00
10/22/2020 14721136	RAMONA DISPOSAL	0100	1504.00
10/22/2020 14721137	BANK OF AMERICA BUSINESS CARD	0100	225.00
10/22/2020 14721137	BANK OF AMERICA BUSINESS CARD	0100	1383.04
10/22/2020 14721137	BANK OF AMERICA BUSINESS CARD	0100	80.79
10/22/2020 14721137	BANK OF AMERICA BUSINESS CARD	0100	2499.88
10/22/2020 14721137	BANK OF AMERICA BUSINESS CARD	0100	2749.72
10/22/2020 14721137	BANK OF AMERICA BUSINESS CARD	0100	225.00
10/22/2020 14721137	BANK OF AMERICA BUSINESS CARD	0100	34.30
10/22/2020 14721137	BANK OF AMERICA BUSINESS CARD	0100	48.34
10/22/2020 14721137	BANK OF AMERICA BUSINESS CARD	0100	86.16
10/22/2020 14721138	STANDARD INSURANCE COMPANY	0100	316.28
10/22/2020 14721139	VISTA HILL	0100	367.00
10/26/2020 14722089	NV5	0100	3562.00
10/26/2020 14722090	HATCH & CESARIO	0100	728.00
10/26/2020 14722091	OCEANUS BOTTLED WATER,INC	0100	169.80
10/26/2020 14722092	A-Z BUS SALES, INC.	0100	62.91
10/26/2020 14722093	PATRICK C. HUMPHREY	0100	407.76
10/26/2020 14722094	SYNCB/AMAZON	0100	86.16
10/26/2020 14722094	SYNCB/AMAZON	0100	36.94
10/26/2020 14722094	SYNCB/AMAZON	0100	186.73



10/26/2020 14722095	EWING IRRIGATION PRODUCTS INC	0100	135.41
10/26/2020 14722096	VIEWSONIC CORPORATION	0100	1385.13
10/26/2020 14722097	SOUTHWEST SCHOOL SUPPLY	0100	352.13
10/26/2020 14722098	DION INTERNATIONAL TRUCKS	0100	277.73
10/26/2020 14722099	RANSOM PUMP & SUPPLY	0100	296.85
10/26/2020 14722100	AT&T	0100	467.63
10/26/2020 14722101	ARNTZ DISTRIBUTING COMPANY	1300	375.05
10/26/2020 14722102	US FOODSERVICE	1300	5189.13
10/26/2020 14722103	RICOH USA, INC.	0100	654.18
10/26/2020 14722104	LOZANO SMITH	0100	1370.00
10/26/2020 14722105	RIDDELL / ALL AMERICAN	0100	336.78
10/29/2020 14723460	RHONDA HILL	0100	23.20
10/29/2020 14723460	RHONDA HILL	0100	14.99
10/29/2020 14723461	CALIFORNIA DEPT OF EDUCATION	1300	484.50
10/29/2020 14723462	GIGAKOM	0100	119.59
10/29/2020 14723463	CARL FOCARELLI	0100	64.43
10/29/2020 14723463	CARL FOCARELLI	0100	26.30
10/29/2020 14723464	APPTEGY, INC.	0100	3006.00
10/29/2020 14723465	SPECIALIZED THERAPY SERVICES	0100	251.06
10/29/2020 14723466	SCHOOL OUTFITTERS LLC	0100	1871.99
10/29/2020 14723467	GOLD STAR FOODS, INC	1300	884.90
10/29/2020 14723468	TIFFANY LENFERS	0100	120.00
10/29/2020 14723469	DION INTERNATIONAL TRUCKS	0100	296.30
10/29/2020 14723469	DION INTERNATIONAL TRUCKS	0100	3087.20
10/29/2020 14723470	BUS WEST	0100	30.15
10/29/2020 14723471	CORE TECHNOLOGY CORPORATION	0100	66.00
10/29/2020 14723472	RAMONA DISPOSAL	0100	745.12
10/29/2020 14723473	SAN DIEGO GAS & ELECTRIC	0100	5112.26
10/29/2020 14723474	ARNTZ DISTRIBUTING COMPANY	1300	357.65
10/29/2020 14723475	CASBO	0100	305.00
10/29/2020 14723476	SOUTHERN REGION CATA	0100	20.00

## **Purchase Orders**

**WUSD PO LIST PERIOD COVERED 10/1/2020 - 10/31/2020**

<b>DATE</b>	<b>VENDOR NAME</b>	<b>PO#</b>	<b>AMOUNT</b>
10/2/2020	SCHOOL OUTFITTERS	19-66166	20,953.54
10/2/2020	DOCNETWORK	19-66167	12,599.61
10/5/2020	WAXIE	19-66168	1,113.97
10/5/2020	SOUTHWEST SCHOOL SUPPLY	19-66169	374.45
10/6/2020	SCHOOL OUTFITTERS	19-66170	1,871.99
10/12/2020	NEWEGG	19-66171	2,089.19
10/12/2020	EWING	19-66172	262.53
10/14/2020	SOUTHWEST SCHOOL SUPPLY	19-66173	1,142.51
10/14/2020	NEWEGG	19-66174	32,320.85
10/15/2020	TIGER DIRECT BUSINESS	19-66175	14,852.63
10/19/2020	ORANSI	19-66176	17,975.00
10/20/2020	EWING	19-66177	135.41
10/21/2020	TEACHERS PAY TEACHERS	19-66178	40.99
10/28/2020	XEROX	19-66179	CONTRACT

## **AMENDMENT #1 TO AGREEMENT No. 20210387**

This Amendment to Agreement No. 20210387 ("**Amendment**") is dated as of October 16, 2020 and is made by and between the San Diego County Superintendent of Schools ("**County**"), and Warner Unified School District ("**Provider**"). County and Provider may be collectively referred to as the "**Parties**":

This Amendment is made with reference to the following facts and objectives:

- A. County and Provider are parties to County Agreement No. 20210387 dated July 2, 2020. The Original Agreement and all prior Amendments may be collectively referred to as "**Agreement**".
- B. The Parties wish to amend the Agreement as stated below.
- C. All terms not specifically changed by this Amendment shall remain in full force and effect as stated in the agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below.

- Amend item 4. Compensation and Reimbursement to read as follows:  
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.

The SDCOE will compensate Provider a total of TWO THOUSAND, EIGHT HUNDRED TWENTY-SIX AND 43/100 DOLLARS (\$2,826.43). SDCOE will notify Provider when funds are received from CDE. Provider shall invoice for the full amount after that date, and no later than April 15, 2021. All payments are made based upon a net 60 basis from receipt and approval of submitted invoice. All sums received by Provider shall not exceed the amount allocated.

**Exhibit "E"**, CSPP Quality Site Block Grant Fiscal Requirements and related attachments shall be incorporated by reference to the Agreement by and through this amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the effective date set forth above.

**SAN DIEGO COUNTY  
SUPERINTENDENT OF SCHOOLS**

**WARNER UNIFIED SCHOOL  
DISTRICT**

\_\_\_\_\_  
By (Authorized Signature)

\_\_\_\_\_  
By (Authorized Signature)

\_\_\_\_\_  
Michael Simonson

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Deputy Superintendent, Chief Business  
Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**San Diego County Superintendent of Schools  
Agreement with Warner Unified School District  
For SDQPI Provider Services  
Exhibit "E": CSPP Quality Site Block Grant Fiscal Requirements**

**1. CSPP Quality Site Block Grant**

The 2020-21 CSPP Quality Site Block Grant extends from July 1, 2020 through June 30, 2021. Funding is contingent on the site continuing to participate during the 2020-21 school year. The Quality Site Block Grant amount for FY 2020-21 has been determined based on child days of enrollment (cde's) your agency earned in FY 2018-19, and the percent of CSPP sites with a valid QCC rating of 4 or 5 as of June 30, 2020. Your funding calculation is attached as **Exhibit "E" – Attachment 1**.

**2. Invoicing Requirements**

Agencies shall submit a single invoice for payment of funds. SDCOE will notify provider when funds are received from the California Department of Education (CDE). Provider shall invoice for the full amount after that date and no later than April 15, 2021. Provider shall submit an invoice via email to the SDCOE Budget Technician.

**3. Reporting Requirements**

Agencies shall submit an expenditure report with a summary of expenses on the template included in **Exhibit "E" – Attachment 2**, unless a different reporting method is required by CDE. Provider will be notified in advance of the due date, once SDCOE receives notification from CDE.

Provider is responsible for completing budget reporting requirements to SDCOE and/or CDE as determined by CDE.

Funds may be used for improvements at the site as determined by CDE Fiscal Services guidance documents. For additional guidance on fiscal reporting requirements, please refer to the *Child Development Attendance & Fiscal Reporting & Reimbursement Procedures* document also known as "Greenbook" on CDE's website and California Department of Education Annual Year-End Reporting reminders for Executive Directors of Child Care and Development Programs.

**San Diego County Superintendent of Schools  
Agreement with Warner Unified School District  
For SDQPI Provider Services**

**Exhibit "E": CSPP Quality Site Block Grant  
Fiscal Requirements  
Attachment 1: 2020-21 CSPP Quality Site Block Grant**

**— SAN DIEGO —**  
**QUALITY**  
**PRESCHOOL INITIATIVE**

**2020-21 CSPP Quality Site Block Grant for Warner Unified School District**

Based on the number of child days of enrollment (cde's) your agency earned in FY 2018-19, and the percent of CSPP sites with a valid QCC rating of 4 or 5 as of June 30, 2020 from the sites listed below, your preliminary CSPP Quality Site Block Grant amount is calculated as follows:

	Percentage of sites at each Tier level	Total Dollar Amount based on the % of cde's at each tier level
QCC Tier 5:	0.0%	\$0.00
QCC Tier 4:	100.0%	\$2,826.43
QCC Tier 3 or below, or not yet rated:	0.0%	\$0.00
<b>Total CSPP Quality Site Block Grant Amount</b>		<b>\$2,826.43</b>

CSPP sites receiving a Quality Site Block Grant:

Warner USD State Preschool

4

**The Quality Site Block Grant amounts for fiscal year 2020-21 above are final.**



**San Diego County Superintendent of Schools  
Agreement with Warner Unified School District  
For SDQPI Provider Services**

**Exhibit "E": CSPP Quality Site Block Grant  
Fiscal Requirements  
Attachment 2: Reporting Template**

# NAME of CSPP Contractor

E-MAIL SIGNED HARDCOPY & EXCEL VERSION TO sylvia.munoz@sdcoe.net		Semi-Annual Reporting Form		
Categories of Spending	Amount spent in the first reporting period	Amount spent in the second reporting period	Total amount spent (Columns B+C)	
<b>1000 Certified Salaries</b>				
Increase in salaries	\$ -	\$ -	\$ -	
Release Time/Substitutes	\$ -	\$ -	\$ -	
Paid Pre-Service Day(s)	\$ -	\$ -	\$ -	
Professional Development/coursework reimbursement	\$ -	\$ -	\$ -	
Additional staff to reduce adult: child ratios	\$ -	\$ -	\$ -	
Additional staff to cover time for PLC/completing ASQs or other assessments	\$ -	\$ -	\$ -	
Other:	\$ -	\$ -	\$ -	
<b>Subtotal</b>	\$ -	\$ -	\$ -	
<b>2000 Classified Salaries</b>				
Paid Pre-Service Day(s)	\$ -	\$ -	\$ -	
Other:	\$ -	\$ -	\$ -	
<b>Subtotal</b>	\$ -	\$ -	\$ -	
<b>3000 Benefits</b>				
Other:	\$ -	\$ -	\$ -	
<b>Subtotal</b>	\$ -	\$ -	\$ -	
<b>4000 Supplies</b>				
Other:	\$ -	\$ -	\$ -	
<b>Subtotal</b>	\$ -	\$ -	\$ -	
<b>5000 Travel/Equipment/Contractual</b>				
Travel	\$ -	\$ -	\$ -	
Equipment	\$ -	\$ -	\$ -	
Workshop conference/registration fee	\$ -	\$ -	\$ -	
Incentives/Teacher stipends	\$ -	\$ -	\$ -	
Contracted/Purchased Professional Development Services	\$ -	\$ -	\$ -	
Other:	\$ -	\$ -	\$ -	
<b>Subtotal</b>	\$ -	\$ -	\$ -	
<b>Other Spending Categories not mentioned (please specify):</b>				
Non-reimbursable bonuses	\$ -	\$ -	\$ -	
<b>Grand Total</b>	Total Grant Award Amount Spent in this Quarter =			\$ -

**CERTIFICATION- I hereby certify that, to the best of my knowledge and belief, the information in this report is accurate and complete.**

Signature of CSPP Contractor (Original signature only)	Date
Name and Title (Please Print) :	
Fiscal Contact Name and Title	Date

**K12 STRONG WORKFORCE PROGRAM PARTICIPATION AGREEMENT  
CAREER TECHNICAL EDUCATION (CTE)**

THIS AGREEMENT is entered into this 1st day of July 2020, by and between the San Diego County Superintendent of Schools, hereinafter called the SUPERINTENDENT and the Warner Unified School District, hereinafter called the DISTRICT, for a term from July 1, 2020 to December 30, 2022.

**RECITALS**

WHEREAS, the California Community Colleges Chancellor's Office (hereinafter referred to as "Chancellor's Office") relating to the K12 Strong Workforce Program (hereinafter referred to as "K12 SWP") has designated the Grossmont-Cuyamaca Community College District Auxiliary Organization dba Foundation for Grossmont and Cuyamaca Colleges as FOUNDATION FOR GCC for the K12 Strong Workforce Program for the San Diego-Imperial Counties Regional Consortium, and is responsible for contracting and distributing funds to each grantee within the region, following certification by the region's K12 SWP Selection Committee;

WHEREAS, the FOUNDATION FOR GCC is authorized to receive funding from the California Community Colleges Chancellor's Office in partnership with the California Department of Education (CDE) and as appropriated under Education Code §88827, for the K12 Strong Workforce Program to create, support, or expand high-quality career technical education programs at the K12 level that are aligned with the workforce development efforts occurring through the Strong Workforce Program;

WHEREAS, SUPERINTENDENT was awarded 2019-2020 K12 SWP funding from the FOUNDATION FOR GCC and wishes to contract with the DISTRICT for operation of certain CTE activities; and,

WHEREAS, the DISTRICT wishes to participate in and cooperate with the SUPERINTENDENT in establishing and maintaining activities and expenditures;

NOW THEREFORE, the parties agree as follows:

**AGREEMENT**

**A. The DISTRICT shall:**

1. Administer, supervise, and conduct CTE courses and/or services, career awareness/career exploration, and work preparedness skills to every student provided services through use of these funds, as indicated in Exhibit A DISTRICT K12 SWP WORKPLAN.
2. Provide properly credentialed and qualified employees with payment for services to be based on DISTRICT's established salary and benefit schedule.
3. Provide instruction to every student as per CTE course of study.

4. Provide general safety instruction and instruction in the safe operation of equipment and safe handling of supplies and hazardous materials to every CTE student.
5. Provide assurance that all students and DISTRICT personnel using equipment purchased with CTE funds will be subject to the terms of, and expected to comply with, the DISTRICT approved Acceptable Use Policy/Agreement related to the use of technology.
6. Provide liability insurance or self-insurance coverage for all courses and/or services including all equipment and vehicles owned by the SUPERINTENDENT which are used by the DISTRICT in maintaining CTE courses and services.

Provide to the SUPERINTENDENT certificates of insurance and/or self-insurance covering liability and workers' compensation upon request.

**NOTE:**

The DISTRICT is responsible for workers' compensation and liability coverage for their employees and CTE students while students are performing off-campus non-paid work experience while enrolled in a CTE course. Such coverage should extend to activities occurring on school DISTRICT premises or activities under the school DISTRICT employees' direct control or supervision.

7. Comply with the provisions of Title VI of the Civil Rights Act of 1964 which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity hereunder.
8. Comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act which provides that no otherwise qualified disabled individual in the United States shall, solely by reason of the disability, be excluded from participation in, be denied the benefit of, denied access to, or be subjected to discrimination for any programs, activity receiving federal financial assistance.
9. Provide assurance that facilities provided hereunder are accessible by disabled persons or provide access to a similar alternative program.

**B. The SUPERINTENDENT shall:**

1. Pay to the DISTRICT Sixty-Two Thousand Five Hundred and Sixty-Three Dollars (\$62,563) in K12 SWP funds. Such payment to the DISTRICT shall be made accordingly:
  - a. An advance payment of 70% of the total amount of this Agreement will be paid, upon receipt of an invoice, after the Agreement is fully executed.
  - b. DISTRICT may request payment for reimbursable expenditures for the remaining 30% of the total amount of this Agreement when expenditures exceed the 70% advance payment at the time that progress/quarterly reports are submitted. Payment(s) will be made, upon receipt of an invoice, supporting financial documents, and after review and approval of the progress/quarterly reports.
  - c. The DISTRICT is obligated to provide proportional dollar match according to the terms

set forth in the K12 SWP RFA, and as indicated in the Exhibit B, DISTRICT K12 SWP BUDGET.

- d. Documentation of required match will be provided to the SUPERINTENDENT on the year-to-date expenditure and progress reporting schedule set forth in the K12 SWP RFA.

C. General Provisions:

1. Exhibits A and B are attached as a part of this agreement.
2. Tobacco-Free Facility: The County is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of County Office Property.
3. All funds derived from the sale of goods or services from a CTE course or service shall be abated to the CTE course or service.
4. Notwithstanding any of the foregoing provisions of the agreement, if at any time during the term of this agreement the FOUNDATION FOR GCC fails to appropriate or allocate K12 SWP funds to the SUPERINTENDENT for payments stipulated in Exhibit B, the SUPERINTENDENT reserves the right to change the budget amounts in Exhibit B at any time with 30 days' notice to the DISTRICT.

If the DISTRICT is unable to continue current course offerings or to maintain program support levels because of this reduced funding, the DISTRICT, in its sole discretion, may terminate in all or in part course offerings and/or support services necessary to accommodate the reduced funding level.

5. Mutual Indemnification Clause

The SUPERINTENDENT shall defend, indemnify, and hold the DISTRICT harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the SUPERINTENDENT, its officers, agents or employees. The DISTRICT shall defend, indemnify, and hold the SUPERINTENDENT harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the DISTRICT, its officers, agents or employees.

\_\_\_\_\_  
By (Authorized Signature)

Michael Simonson

\_\_\_\_\_  
Name (Type or Print)

Deputy Superintendent, CBO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
By (Authorized Signature)

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Authorized by Governing Board on:

\_\_\_\_\_

San Diego County Office of Education  
K12 SWP CTE Pathway/Program Work Plan  
Warner USD  
K8 and Small District Consortium

<b>1. Curriculum and Instruction</b> <b>Consider:</b> <ul style="list-style-type: none"> <li>Sequencing CTE courses to align with post-secondary pathways</li> <li>Creating authentic opportunities for K12 and CC faculty to collaborate</li> <li>Aligning curricula with regional workforce needs</li> </ul>	Describe the specific K12 SWP activities and efforts related to curriculum and instruction including efforts targeting underserved populations.	Describe collaborative partner(s), K12 partner agency(ies), and/or other CTE resources will support this element.	What are the outcomes? Articulate the target numbers of individuals including students, teachers, faculty, other stakeholders, and underserved populations, who will be engaged in activities and efforts.

<ul style="list-style-type: none"> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>• Teacher Professional Development             <ul style="list-style-type: none"> <li>o CTE specific strategies</li> <li>o CTE Equipment</li> </ul> </li> <li>• Development of new courses and curriculum in high priority industry sectors (including supplies and equipment if needed)             <ul style="list-style-type: none"> <li>o Agriculture – adding UCCI to all pathways</li> <li>o Fall 2020 Capstone Courses for Ag Mechanics, Computer and Construction will all be available</li> </ul> </li> <li>*Regional meetings with Community College and High/Middle School teachers and counselors to plan CTE strategies</li> </ul>	<ul style="list-style-type: none"> <li>•SDCOE will provide the CTE Liaison for each consortium partner</li> <li>•Each consortium partner will identify teachers or counselors to provide the support needed to implement project goals             <ul style="list-style-type: none"> <li>• With high school consortium members, CTEIG, Perkins, and Agriculture CTEIG funding will be used to implement the curriculum</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Professional development activities for all three teachers per consortium partner to develop CTE specific strategies</li> <li>• All three teachers will receive industry sector specific training on new curriculum, use of new equipment, or to develop training modules for new courses</li> <li>• 25 % high school students will enroll in new or enhanced courses in the following areas: Agriculture, Construction and Computer Science</li> <li>• 50% middle school students will enroll in new or enhanced courses in the following area: Computer Science</li> </ul>
<h2>2. College and Career Exploration</h2>	<p>Describe specific K12 SWP activities and efforts aligned to College and Career Exploration including efforts targeting underserved populations.</p>	<p>Describe your collaborative partner(s), K12 partner agency(ies), and/or other CTE resources will support this element.</p>	<p><i>What are the outcomes? Articulate the target numbers of individuals including students, teachers, faculty, other stakeholders, and underserved populations, who will be engaged in activities and efforts</i></p>
<p><b>Consider:</b></p> <ul style="list-style-type: none"> <li>• Creating student exploration opportunities based on student identified interests</li> </ul>	<p>The following would be implemented by the school counselor guidance lessons and also XELLO.</p> <ul style="list-style-type: none"> <li>• Administer student's personality and career interest survey</li> <li>• Implement student tool to track student interests and experiences</li> <li>• Implement "Career Day" activities at each middle school where students research/present careers of interest to local community</li> <li>• Develop and implement Middle School Module Experiences, targeting the interests of each student.</li> <li>• Professional Development</li> </ul>	<ul style="list-style-type: none"> <li>• With high school consortium members, CTEIG, Perkins, and Agriculture CTEIG funding will be used to implement student interest surveys</li> <li>• SDCOE will provide guest speakers and WBL activities</li> </ul>	<ul style="list-style-type: none"> <li>• All middle school students will have career interest inventory completed by the end of 8<sup>th</sup> grade</li> <li>• Counselor responsible for implementing the career interest surveys will receive professional development</li> </ul>



	Counselor training on career exploration and assessment strategies		
<p><b>3. Postsecondary Transition and Completion</b></p> <p><b>Consider:</b></p> <ul style="list-style-type: none"> <li>• Coordinating Dual Enrollment</li> <li>• Developing College and Career Plans</li> <li>• Supporting Matriculation</li> <li>• Offering/Expanding College Counseling and Other Support</li> </ul>	<p><i>Describe the specific K12 SWP activities and efforts supporting Postsecondary Transitions and Completion including efforts targeting underserved populations.</i></p> <ul style="list-style-type: none"> <li>• Provide release time for teachers or counselors to expand counseling services beginning in 6th grade focused on college and career planning</li> <li>• Build platform to house digitally student career interest portfolios to support career counseling, based on a K-14 pathway support structure (XELLO)</li> <li>•</li> </ul>	<p><i>Describe your collaborative partner(s), K12 partner agency(ies), and/or other CTE resources will support this element.</i></p> <ul style="list-style-type: none"> <li>• With high school consortium members, CTEIG, Perkins, and Agriculture CTEIG funding will be used to implement the career interest portfolios</li> <li>• SDCOE to provide CTE resources of post-secondary transitions</li> </ul>	<p><i>What are the outcomes? Articulate the target numbers of individuals including students, teachers, faculty, other stakeholders, and underserved populations, who will be engaged in activities and efforts.</i></p> <ul style="list-style-type: none"> <li>• 100% of all 8<sup>th</sup> graders will have career interest portfolios to be updated throughout their academic career</li> <li>• 3 teachers and counselor will receive training in the implementation of the student career interest portfolios</li> </ul>

4. Work-Based Learning	Describe the specific K12 SWP activities and efforts supporting Work-Based Learning including efforts targeting underserved populations.	Describe your collaborative partner(s), K12 partner agency(ies), and/or other CTE resources will support this element.	What are the outcomes? Articulate the target numbers of individuals including students, teachers, faculty, other stakeholders, and underserved populations, who will be engaged in activities and efforts
<p><b>Consider:</b></p> <ul style="list-style-type: none"> <li>Supporting Work-based Learning activities that include career awareness and exploration</li> </ul>	<ul style="list-style-type: none"> <li>Organize and invite guest speakers from industry sector specific areas to speak with students and provide first-hand experiences on career paths</li> <li>Provide job shadow field trips to local industry partners to provide students real-world context for classroom curriculum</li> <li>Provide field trips to local colleges, especially partnering community colleges, of industry sector programs</li> <li>Develop and implement Middle School CTE Module Experiences, based on WBL activities for high priority industry sectors.</li> </ul>	<ul style="list-style-type: none"> <li>With high school consortium members, CTEIG, Perkins, and Agriculture CTEIG funding will be used to implement the WBL activities             <ul style="list-style-type: none"> <li>SDCOE will provide resources for WBL learning activities</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>All CTE teachers will receive professional development on the implementation of WBL</li> <li>All middle school students participating in CTE classes will experience WBL activities, including industry guest speakers, job shadow field trips, community college visits, and career day experiences</li> <li>All high school students participating in CTE classes will experience WBL activities, including industry guest speakers, job shadow field trips, community college visits, and internship experiences             <ul style="list-style-type: none"> <li>25% of middle school students will attend at least one Middle School CTE Modular experience, predicated on SDCOE K12 SWP Regional Application funding.</li> </ul> </li> </ul>

Round 2 SWP K12 Fiscal Agent: SAN DIEGO COUNTY OFFICE OF EDUCATION  
 SWP K12 Consortium District Name: Warner USD  
 K12SWP Allocation: \$62,563 / Required Match: \$125,126  
 Award Period: 7/1/2020 - 12/31/2022

Exhibit B

Object Code	2020-2021 K12 SWP	Description of Costs	2020-2021 District Match
1000 Certificated Salaries	\$ 18,000.00	.3 CTE COORDINATOR POSITION	\$ 80,000.00
2000 Classified Salaries	\$ 3,250.00	8 hours per week CTE AIDE	\$ -
3000 Employee Benefits	\$ 7,031.00	Benefits for above	\$ 28,000.00
4000 Books/ Supplies	\$ -		\$ 10,226.00
5000 Services/Operating Expenses	\$ 3,000.00	software, college and career	\$ 6,900.00
6000 Capital Outlay (no Indirect)	\$ -		\$ -
7000 Indirect Costs	\$ -		\$ -
Total	\$ 31,281.00		\$ 125,126.00

2021-2022 K12 SWP	Description of Costs	2021-2022 District Match
\$ 18,000.00	.3 CTE COORDINATOR POSITION	\$ -
\$ 3,250.00	8 hours per week CTE AIDE	\$ -
\$ 7,032.00	Benefits for above	\$ -
\$ -		\$ -
\$ 3,000.00	software, college and career	
\$ -		\$ -
\$ -		\$ -
\$ 31,282.00		\$ -

Certification: I certify that the above information is accurate and properly classified. Financial records to support match will be maintained and made available for review upon request.

Signature: 

Printed Name: ANDREA SISSONS

Title: CHIEF BUSINESS OFFICIAL

Date: 03/25/2020

**AGREEMENT FOR STUDENT TRANSPORTATION SERVICES  
BETWEEN  
SAN DIEGO COUNTY SCHOOL DISTRICTS  
JULY 1, 2020 – JUNE 30-2022**

This agreement is entered into between the SAN DIEGO COUNTY SCHOOL DISTRICTS of San Diego, California, as listed below, hereinafter called THE DISTRICTS.

This agreement is between the following school districts:

1. Alpine Union School District
2. Bonsall Unified School District
3. Borrego Springs Unified School District
4. Cajon Valley Union School District
5. Cardiff School District
6. Carlsbad Unified School District
7. Chula Vista Elementary School District
8. Coronado Unified School District
9. Dehesa School District
10. Del Mar Union School District
11. Encinitas Union School District
12. Escondido Union School District
13. Escondido Union High School District
14. Fallbrook Union Elementary School District
15. Fallbrook Union High School District
16. Grossmont Union High School District
17. Jamul-Dulzura Union School District
18. Julian Union High School District
19. Julian Union School District
20. La Mesa/Spring Valley School District
21. Lakeside Union School District
22. Lemon Grove School District
23. Mountain Empire Unified School District
24. National School District
25. Oceanside Unified School District
26. Poway Unified School District
27. Rancho Santa Fe School District
28. Ramona Unified School District
29. San Diego County Office of Education (Foster, Youth, and Homeless Education Program)
30. San Diego Unified School District
31. San Dieguito Union High School District
32. San Marcos Unified School District
33. San Pasqual Union School District
34. San Ysidro School District
35. Santee School District
36. Solana Beach School District
37. South Bay Union School District

38. Spencer Valley Elementary School District
39. Sweetwater Union High School District
40. Vallecitos School District
41. Valley Center-Pauma Unified School District
42. Vista Unified School District
43. Warner Unified School District

#### WITNESSETH

WHEREAS, THE DISTRICTS are mutually interested in and concerned with provision of adequate student transportation services, and

WHEREAS, THE DISTRICTS have personnel, equipment and other required facilities under its jurisdiction suitable for such student transportation services;

NOW THEREFORE, in order to continue and to improve the cooperative efforts of THE DISTRICTS it is hereby mutually agreed as follows:

#### TERMS AND CONDITIONS REGARDING STUDENT TRANSPORTATION SERVICES

1. TRANSPORTING STUDENTS

At the request of any of THE DISTRICTS, THE DISTRICTS may transport students between public and non-public schools and field trip locations located within County boundaries and locations mutually agreed to by both DISTRICTS.

Neither DISTRICT shall be compelled by this agreement to create new transportation routes to service the other District's students.

2. STUDENT BEHAVIOR CODE

THE DISTRICTS agree to the behavior codes for transporting Special Education students (Education Code Section 44807 attached as Exhibit A). Before THE DISTRICTS may suspend or terminate riding privileges, THE DISTRICTS must notify the administration or administration's designee. THE DISTRICTS shall provide each other with any information on behavior problems, to ensure the safety of the student(s) and driver(s).

3. MEDICAL RECORDS

THE DISTRICTS shall provide all medical history that is pertinent to the safety of the student(s) and driver(s) as permitted by state and federal law.

4. INSURANCE

THE DISTRICTS shall exchange Certificates of Insurance and shall name each other as additional insured for the term of this agreement, for \$1,000,000 per occurrence. THE DISTRICTS shall exchange copies of the certificates to show compliance.

Each DISTRICT agrees to indemnify and hold the other party harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party.

5. INDEMNIFICATION

Each DISTRICT agrees to mutually defend, indemnify, and save free and harmless each other DISTRICT, its officers, agents, and employees against any loss, injuries, claims, actions, causes of action, judgments, or liens arising from, or alleged to have arisen from, the intentional or negligent acts or omissions of the DISTRICT, its officers, agents, or employees.

6. TRANSPORTATION FEE

For the transportation of students with disabilities, THE DISTRICTS mutually agree to the current providing District's daily rate.

Fees will be charged only for those days that a student is in attendance.

For field trip transportation, THE DISTRICTS mutually agree to pay the District's published field trip rate.

7. TIME SCHEDULE

THE DISTRICTS shall mutually agree upon transportation schedules prior to implementation of service for each student.

**EXHIBIT A**

**EDUCATION CODE SECTION 44807** provides:

Every teacher in the public schools shall hold pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of that school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of their duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.

The term of this agreement shall be from July 1, 2020 to June 30, 2022 providing that any DISTRICT may terminate the same at any time upon ten (10) days notice in writing. Transportation directors of all participating DISTRICTS will be notified when any DISTRICT chooses to terminate their participation.

**Alpine Union School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**Borrego Springs Unified School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**Cardiff School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**Chula Vista Elementary School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**Dehesa School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**Bonsall Unified School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**Cajon Valley Union School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**Carlsbad Unified School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**Coronado Unified School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**Del Mar Union School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**Encinitas Union School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**Escondido Union High School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**Fallbrook Union High School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**Jamul-Dulzura Union School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**Julian Union School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**Lakeside Union School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**Mountain Empire Unified School District**

**Escondido Union School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**Fallbrook Union Elementary School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**Grossmont Union High School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**Julian Union High School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**La Mesa/Spring Valley School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**Lemon Grove School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**National School District**



by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**Oceanside Unified School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**Rancho Santa Fe School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**San Diego County Office of Education**  
(Foster, Youth, and Homeless Education Program)

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**San Dieguito Union High School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**San Pasqual Union School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**Santee School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**Poway Unified School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**Ramona Unified School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**San Diego Unified School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**San Marcos Unified School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**San Ysidro School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**Solana Beach School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**South Bay Union School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**Sweetwater Union High School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**Valley Center-Pauma Unified School District**

by \_\_\_\_\_  
Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**Warner Unified School District**

Name / Title

Approved by \_\_\_\_\_  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**Spencer Valley Elementary School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**Vallecitos School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**Vista Unified School District**

by \_\_\_\_\_  
Name / Title

Approved by the Governing Board  
On the \_\_\_\_ day of \_\_\_\_\_ 2020.

**School Districts of San Diego County  
INTERDISTRICT ATTENDANCE AGREEMENT**

This agreement made and entered into this 20 of Oct, 2020, by and between the Warner Unified School District of San Diego County and the Escondido Union School District of San Diego County, is effective only for the school year(s) 2021 - 2026 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - ☒ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**TERMS & CONDITIONS**

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
  - ☒ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
  - ☒ A district of attendance may require reapplication for admission an annual basis.
  - ☐ Other, specify: \_\_\_\_\_

**DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS**

District:	District: <u>Escondido Union School District</u>
Initial Approval / Denial:	Initial Approval / Denial: <u>Coordinator of Integrated Student Supports</u>
Appeal:	Appeal: <u>Director of Integrated Student Supports</u>
Personal Conference:	Personal Conference: <u>SDCOE</u>

**SIGNATURES**

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature: <u>[Signature]</u>	Signature: <u>[Signature]</u>
Title: <u>Superintendent</u>	Title: <u>Superintendent</u>
District: <u>Warner Unified School District</u>	District: <u>Escondido Union School District</u>
Date Approved by Governing Board: _____	Date Approved by Governing Board: _____

## **Board Policy Maintenance**

May, 2020

July, 2020

# CSBA MANUAL MAINTENANCE SERVICE CHECKLIST – May 2020

District Name: Warner Unified School District

Contact Name: Rhonda Hill

Phone: (760) 782-3517 Email: rhonda.hill@warnerusd.net

POLICY	TITLE	OPTIONS/BLANKS	ADOPT DATE
BP 0430	Comprehensive Local Plan for Special Education	<b>OPTION 1:</b> <input type="checkbox"/> <b>OPTION 2:</b> <input type="checkbox"/> <b>OPTION 3:</b> <b>X</b>	11/10/2020
AR 0430	Comprehensive Local Plan for Special Education	No Change	11/10/2020
BP 1312.3	Uniform Complaint Procedures	No Change	11/10/2020
AR 1312.3	Uniform Complaint Procedures	<b>David MacLeod</b> <b>PO Box 8</b> <b>Warner Springs, CA</b> <b>92086</b> <b>(760) 782-3517 ext. 217</b> <b>OPTION 1:</b> <input type="checkbox"/> <b>OPTION 2:</b> <b>X</b>  <b>Appeals go before the School Board.</b>	11/10/2020
E(1) 1312.3	Uniform Complaint Procedures	<b>NEW EXHIBIT</b>	11/10/2020
E(2) 1312.3	Uniform Complaint Procedures	<b>NEW EXHIBIT</b>	11/10/2020
AR 1312.4	Williams Uniform Complaint Procedures	No Change	11/10/2020
E(3) 1312.4	Williams Uniform Complaint Procedures	<b>Delete E</b> <b>X</b> <b>Yes</b> <input type="checkbox"/> <b>No</b>	11/10/2020
E(4) 1312.4	Williams Uniform Complaint Procedures	<b>Delete E</b> <b>X</b> <b>Yes</b> <input type="checkbox"/> <b>No</b>	11/10/2020
BP 1340	Access to District Records	No Change	11/10/2020
AR 1340	Access to District Records	No Change	11/10/2020
AR 3231	Impact Aid	<b>NEW REGULATION</b>  No Change	11/10/2020

# CSBA MANUAL MAINTENANCE SERVICE CHECKLIST – May 2020

District Name:

BP 4112.9 4212.9 4312.9	Employee Notifications	Annual Notification	11/10/2020
E 4112.9 4212.9 4312.9	Employee Notifications	Annual Notification	11/10/2020
BP 4113	Assignment	No Change	11/10/2020
AR 4113	Assignment	No Change	11/10/2020
BP 4119.42 4219.42 4319.42	Exposure Control Plan for Bloodborne Pathogens	No Change	11/10/2020
AR 4119.42 4219.42 4319.42	Exposure Control Plan for Bloodborne Pathogens	No Change	11/10/2020
E 4119.42 4219.42 4319.42	Exposure Control Plan for Bloodborne Pathogens	No Change	11/10/2020
BP 4119.43 4219.43 4319.43	Universal Precautions	No Change	11/10/2020
AR 4119.43 4219.43 4319.43	Universal Precautions	No Change	11/10/2020
BP 4151 4251 4351	Employee Compensation	Find and replace the word “Shall” with “May.”	11/10/2020
BP 5141.5	Mental Health	<b>NEW POLICY</b> <b>Accept</b>	11/10/2020
BP 5145.3	Nondiscrimination/Harassment	No Change	11/10/2020
AR 5145.3	Nondiscrimination/Harassment	David MacLeod PO Box 8 Warner Springs, CA. 92086 (760) 782-3517 ext. 217	11/10/2020
BP 6020	Parent Involvement	No Change	11/10/2020
AR 6020	Parent Involvement	No Change	11/10/2020

## CSBA MANUAL MAINTENANCE SERVICE CHECKLIST – May 2020

District Name:

BP 6115	Ceremonies and Observances	Native American Day 4th Friday in September	11/10/2020
AR 6115	Ceremonies and Observances	No Change	11/10/2020
AR 6173.4	Title VI Indian Education Program	<b>NEW REGULATION</b>	11/10/2020

# CSBA MANUAL MAINTENANCE SERVICE CHECKLIST – July 2020

District Name: Warner Unified School District

Contact Name: Rhonda Hill

Phone: (760) 782-3517

Email: rhonda.hill@warnerusd.net

POLICY	TITLE	OPTIONS/BLANKS	ADOPT DATE
BP 3555	Nutrition Program Compliance	OPTION 1: <input type="checkbox"/> OPTION 2: <input checked="" type="checkbox"/>	11/10/2020
E 3555	Nutrition Program Compliance	NEW EXHIBIT	11/10/2020
AR 4030	Nondiscrimination in Employment	David MacLeod PO Box 8 Warner Springs, CA. 92086 (760) 782-3517	11/10/2020
BP 4119.11 4219.11 4319.11	Sexual Harassment		11/10/2020
AR 4119.11 4219.11 4319.11	Sexual Harassment	David MacLeod PO Box 8 Warner Springs, CA. 92086 (760) 782-3517	11/10/2020
AR 4119.12 4219.12 4319.12	Title IX Sexual Harassment Complaint Procedures	NEW REGULATION	11/10/2020
BP 5141.22	Infectious Diseases	Skip	11/10/2020
AR 5141.22	Infectious Diseases		11/10/2020
AR 5145.3	Nondiscrimination/Harassment	David MacLeod PO Box 8 Warner Springs, CA. 92086 (760) 782-3517 ext. 217	11/10/2020
BP 5145.6	Parental Notifications		11/10/2020
E 5145.6	Parental Notifications	Opioid Fact Sheet to go home to parents.	11/10/2020
BP 5145.7	Sexual Harassment	Post to Warner's Website.	11/10/2020



## CSBA MANUAL MAINTENANCE SERVICE CHECKLIST – July 2020

District Name:

AR 5145.7	Sexual Harassment	David MacLeod PO Box 8 Warner Springs, CA. 92086 (760) 782-3517	11/10/2020
AR 5145.71	Title IX Sexual Harassment Complaint Procedures	<b>NEW REGULATION</b>	11/10/2020
BP 6142.7	Physical Education and Activity	Remove no. 2, grades 7 and 8	11/10/2020
AR 6142.7	Physical Education and Activity		11/10/2020
BP 6159	Individualized Education Program		11/10/2020
AR 6159	Individualized Education Program		11/10/2020
BP 6159.1	Procedural Safeguards for Special Education		11/10/2020
AR 6159.1	Procedural Safeguards for Special Education		11/10/2020
BP 6159.2	Nonpublic, Nonsectarian School and Agency Services for Special Education		11/10/2020
AR 6159.2	Nonpublic, Nonsectarian School and Agency Services for Special Education		11/10/2020

## Calendar

SUN Nov 1	MON 2	TUE 3	WED 4	THU 5	FRI 6	SAT 7
7am Elections in HS Gym	Daylight Saving	Elections in the Election Day (C ● 3pm Election			○ 7am Reminde	
8	9 Resource Center- Food Bank Thanksgiving C	10 ● 10am Novem	11 No School Veterans Day	12	13 ○ 7am Reminde	14
15	16 Resource Center- Food Bank	17 ● 8am ASVAB	18 ● 10am PIRE P	19	20 ○ 7am Reminde	21
22	23 Thanksgiving Break Resource Center- Food Bank	24	25	26 Thanksgiving I	27 Black Friday Native America ○ 7am Reminde	28
29	30 Resource Center- Food Bank	Dec 1	2	3	4 ○ 7am Reminde	5

Event saved

Undo