

Warner Unified School District

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



BOARD OF TRUSTEES MEETING

REGULAR SESSION

AGENDA

TUESDAY

September 8, 2020

6:00 P.M.

LOCATION: Join Zoom

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

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

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 - Learning Continuity and Attendance Plan(LCP)

O. APPROVAL OF MINUTES

1. Minutes of Regular Board Meeting, August 11, 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 : Hatteppa Christman
Staff : Patrick Humphrey
 - ii. DISTRICT BRIEFING
 - iii. CHARTERS
 - iv. INDIAN ADVISORY COMMITTEE
6. BUSINESS MANAGER’S REPORT
7. BOARD REPORT

Q. PUBLIC HEARINGS-HEARING OF PUBLIC ON NON-AGENDA ITEMS

Non-agenda items: No individual presentation shall be for more than three (3) minutes, and the total time for this purpose shall not exceed thirty (30) minutes. If you have comments, please submit your request to be heard card prior to this section being discussed. No Governing Board action can be taken on items that are not on the agenda.

R. SPECIAL PRESENTATION-None

S. ACTION ITEMS

1. Consider approval of the Learning Continuity and Attendance Plan for the 2020-2021 school year for the Safe Reopening and Operation of Schools Agreement.
2. Consider approval of the EL Waiver for Patrick Humphrey, for the 2020-2021 school year.
3. The Board Hereby Accepts 4 buses to be added to the District Fleet Inventory, and to be maintained per the Department of Transportation.
4. The Board will discuss and direct Superintendent MacLeod in the disposal of retired buses in the Warner Fleet.
5. Consider approval of Resolution Number 2020-2021-001, Resolution for Adopting the "GANN" Limit.
6. Consider approval of the 2019-2020 Unaudited Actuals.
7. Consider approval of the Pupil Transportation Information, LLC PTI School Transportation Consultation Services Agreement for Professional Services.
8. Discussion and possible action regarding the Conflict of Interest Code: Local Government Agency Biennial Review.
9. Discussion and possible action for future policy meetings and committees.

T. CONSENT AGENDA

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

1. Commercial Warrants
2. Purchase Orders
3. Consider approval of the Agreement for Participation in the San Diego County Career Technical Education (CTE), for the 2020-2021 school year.
4. Consider approval of the contract with Howard E. Nyhart Company, Inc. (NYHART), for OPEB Actuarial Report for the 2020-2021 school year.
5. Consider approval of the Consolidated Application and Reporting System (CARS), to apply for Categorical Program Funding and to report the use of those funds, for the 2020-2021 school year.

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

REGULATIONS, AND EXHIBITS. Government Code Section 87306.5

V. INFORMATION ITEMS AND DISCUSSION

1. District Enrollment 2020-2021:

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

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

| 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 – 2
- ii. New Out – 2
- iii. Renew In – 1
- iv. Renew out - 0

3. Williams Complaints: 0

4. Activities Calendar: None scheduled due to school closure.

W. BOARD COMMUNICATION

X. ANNOUNCEMENT OF NEXT MEETING AND ADJOURNMENT

October 13, 2020

Warner Unified School District

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



Public Hearing Notice

Posted September 4, 2020

This notice is to advise that a Public Hearing will be held on
Tuesday, September 8, 2020 by way of a Zoom meeting at 6 pm.

Topic: Learning Continuity and Attendance Plan (LCP)

Join Zoom Meeting

<https://zoom.us/j/3046344158?pwd=SlZvT2syeFRpOEh1bUw3YUM2ZlJ6QT09>

Meeting ID: 304 634 4158

Passcode: 2s2gDx

Minutes

Regular Meeting August 11, 2020

WARNER UNIFIED SCHOOL DISTRICT
MINUTES OF REGULAR MEETING OF THE GOVERNING BOARD
August 11, 2020

- A. CLOSED SESSION - [With Superintendent at 5pm]**
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. Absent: Sees
E. ACCEPTANCE OF CLOSED SESSION AGENDA: Passed by unanimous vote, (4-0).
F. CLOSED SESSION
1. Conference with Labor Negotiators(Gov. Code section 54957.6) Represented Employees:
CSEA. 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 6:02 pm by Jeannean Rombal, President of the Governing Board.
I. ROLL CALL: Members present:Audibert, Krogh, Rombal, Stoneburner and Sees (entered meeting late). Absent: None
EMPLOYEES PRESENT: MacLeod, Sissons and Hill.
VISITORS: None
J. FLAG SALUTE
K. ACCEPTANCE OF OPEN AGENDA: Motion to accept Open Agenda passed by unanimous vote, (4-0). Sees late for meeting.
L. WELCOME- BOARD PRESIDENT:Jeannean Rombal
M. GENERAL BUSINESS
N. PUBLIC HEARINGS: None
O. APPROVAL OF MINUTES: Motion passed by unanimous vote, (4-0). Sees late for meeting.
1. Minutes of the Regular Board meeting, June 8, 2020.
2. Minutes of the Special Board Meeting, June 24, 2020.
3. Minutes of the Special Board Meeting, July 16, 2020.
- P. REPORTS**
1. Student Body Representative:
2. Association of Warner Educators: None
3. California School Employees Association: None
4. Parent Teacher Community Club: None
5. Superintendent's Report:
i. RECOGNITION: None due to school closure.
ii. DISTRICT BRIEFING: Superintendent MacLeod informed the School Board that Community Collaborative Virtual School is now being called Sage Oak Charter School and Community Collaborative Charter School is now called Excel Charter School. Mr. MacLeod was happy with the 3 days of orientation leading up to the start of the new school year. Students picked up their curriculum and checked out Chromebooks and iPads. Insurance was offered to families to protect their device. Finally, Superintendent MacLeod informed the Board that Sage Oak Charter was establishing a learning library on our campus.
iii. CHARTERS:
iv. INDIAN ADVISORY COMMITTEE: None
6. **BUSINESS MANAGER'S REPORT:** Andrea Sissons presented her 45 day revised budget.
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 to suspend the graduation requirement of 10 hours of community service for the academic school year, 2020-2021, due to Covid19 and related restrictions. Board voted to table this action item until later. Motion passed by unanimous vote, (5-0).
2. Consider approval of the NISER IntraSELPA Tuition Agreement, Memorandum of

Understanding for the Tuition Calculation for ESY Only for the 2019-2020 school year. President Rombal recognized that action items two and three were part and parcel to each other, and combined them for one vote. Action items 2 and 3 passed by unanimous vote, (5-0).

3. Consider approval of the NISER IntraSELPA Tuition Agreement, Memorandum of Understanding for the Tuition Calculation for Special Education Tuition for the 2020-2021 school year. *See action item 2.
4. Consider approval of initial proposals from the California School Employees Association(CSEA) to the Warner Unified School District. Language in action item 4 was changed to read "Consider acceptance...". Motion for change was made by Vice President Krogh, second by Audibert and passed by unanimous vote, (5-0). Motion passed by unanimous vote, (5-0).
5. Consider approval of initial proposals from the Warner Unified School District to the California School Employees Association(CSEA). Language in action item 5 was changed to read "Consider acceptance...". Motion for change was made by Vice President Krogh, second by Audibert and passed by unanimous vote, (5-0). Motion passed by unanimous vote, (5-0).
6. Consider approval of the employment of Peter Main for the five hour Maintenance and three hour Custodian position, pending pre-employment screening. Motion passed by unanimous vote, (5-0).
7. Consider approval to accept the 45 day revised budget for the 2020-2021 school year. Motion passed by unanimous vote, (5-0).
8. Consider approval of San Diego County Superintendent of Schools Agreement with WUSD for SDQPI Provider Services commencing July 2, 2020 and ending June 30, 2023. Motion passed by unanimous vote, (5-0).
9. Consider approval of the Agricultural Career Technical Education Incentive Grant 2020-21 Application for Funding. Motion passed by unanimous vote, (5-0).
10. Consider approval of Infinity Communications and Consulting, Inc. Master Agreement for Professional Services. Motion passed by unanimous vote, (5-0).

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

U. FIRST READING OF GOVERNING BOARD POLICIES, NEW ADMINISTRATIVE REGULATIONS, AND EXHIBITS. None

V. INFORMATION ITEMS AND DISCUSSION:

1. DISTRICT ENROLLMENT 2020 – 2021

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

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

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

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

2. Inter-District Attendance Permits: None

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

3. Williams Complaints: None

4. Activities Calendar: Activities cancelled due to school closure.

W. BOARD COMMUNICATION: Melody Sees granddaughter received her doctorate in Reading Counts at Warner Elementary. Mrs. Sees also voiced her concern over some families lack of transportation and ability to pick up lunches while students are practicing distance learning. Vice President Krogh spoke of a meeting she was invited to attend that was impactful. It spotlighted emergency needs. Carolyn Audibert is anxious to see kids return to school. PJ Stoneburner also wants to see kids return to school when it's safe. He also commented on the needs of students as it pertains to school supplies. President Rombal commented on the success of Ramona's Virtual Fair, and that all of Warner's animals were purchased by private parties. She also mentioned that she was pleased with school orientation. She noted that a former student had left for Texas

having joined the United States Air Force.

X. ANNOUNCEMENT OF NEXT MEETING AND ADJOURNMENT: Next meeting to be held September 8, 2020. This meeting adjourned at 7:21 pm.

Secretary of the Governing Board

Clerk

TOPIC: Consider the approval of the Learning Continuity and Attendance Plan for the 2020-2021 School year for the Safe Reopening and Operation of Schools Agreement.

DESCRIPTION: Per the California Department of Education
The Learning Continuity and Attendance Plan (Learning Continuity Plan) is a key part of the overall budget package for K-12 that seeks to address funding stability for schools while providing information at the local educational agency (LEA) level for how student learning continuity will be addressed during the COVID-19 crisis in the 2020–21 school year. The provisions for the plan were approved by the Governor and Legislature in June in SB 98 and can be found in *EC* Section 43509.

The Learning Continuity Plan is intended to balance the needs of all stakeholders, including educators, parents, students and community members, while both streamlining engagement and condensing several pre existing plans. In particular, it was important to combine (1) the intent behind Executive Order N-56-20, published in April 2020, which envisioned an off cycle Local Control and Accountability Plan (LCAP) due December 15th, and (2) the ongoing need for LEAs to formally plan to return to school in the midst of the uncertainty and of COVID-19, without requiring two plans. The Learning Continuity Plan replaces the LCAP for the 2020–21 school year.

The Learning Continuity Plan adoption timeline of September 30, 2020 is intended to ensure the Learning Continuity Plan is completed in the beginning of the 2020–21 school year. Additionally, the timeline is intended to allow for communication of decisions that will guide how instruction will occur during the 2020–21 school year. This includes in-person instruction, according to health guidance, and distance learning, while providing critical opportunities for stakeholder engagement.

The Learning Continuity Plan template memorializes the planning process already underway for the 2020–21 school year and includes descriptions of the following: addressing gaps in learning; conducting meaningful stakeholder engagement; maintaining transparency; addressing the needs of unduplicated pupils, students with unique needs, and students experiencing homelessness; providing access to necessary devices and connectivity for distance learning; providing resources and supports to address student and staff mental health and social emotional well-being; and continuing to provide school meals for students.

Copyright California Dept. of Education

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval.

DRAFT 8.29 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/ic/documents/lmgcntntvatndncpln-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 art work, and more. Parents in the community can also call or email staff members with questions or concerns. A district liaison focuses her work with the local Native American tribes to identify those families who may be more at-risk in this shelter-at-home environment as well as academically at-risk students, and district leadership works with tribal leadership to provide support such as Chromebooks for students, and food or SEL resources for families. Bilingual staff are available to support the Spanish speaking members of the community, maintaining strong school-family connections. The priority for the district is the physical and social-emotional health of their students and community, as well as maintaining academic engagement. 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)
- The LCP will be presented at a Public Hearing of the School Board for review and comment on September 4, 2020.
- The LCP will be presented to the School Board for adoption on September 8, 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.]

TBD

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

TBD

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 Reading Specialist will work with the lowest readers in the schools to help build their reading skills. The Library Media Technician will assist teachers with assessments and reading supports.

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

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

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 rows and actions may be added as necessary]. *(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. | Approximately \$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 - Reading Specialist and relevant supplies/resources - 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.

The Reading Specialist and 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. Once 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 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 back order 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, 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 the 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 built into the District's curriculum and instruction, whether in-person or virtual, and the Reading Specialist and 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 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 rows and actions may be added as necessary] *(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 |
| - Reading Specialist and 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: | \$124,000 (LLMF) | N |
| - Purchases of computer devices and internet hot spots; | \$ 87,000 (S/C) | Y |
| - Tech support and training for staff | | |
| Distance Learning Professional Development: | \$59,000 (LLMF) | N |
| - Google Classroom Training | | |
| Staff Roles and Responsibilities: no added expense at this time | \$ 0.00 | |

| Description | Total Funds | Contributing |
|--|-----------------|--------------|
| Supports for Students with Unique Needs: | | |
| - Additional Special Education in-home support | \$22,898 (LLMF) | N |
| - EL Resources | \$ 10000 (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 Spanish teacher.

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.]

Effectiveness of actions and services to support learning loss will be determined by student outcomes in predetermined benchmark assessment 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 rows and actions may be added as necessary]

(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. | TBD | N |
| Temporary teacher | \$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 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 art work, and more. Parents in the community can also call or email staff members with questions or concerns. A district liaison focuses her work with the local Native American tribes to identify those families who may be more at-risk in this shelter-at-home environment as well as academically at-risk students. 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. Recently our middle school and high school staff have all been going through the Livingwork Suicide Prevention Program offered by SDCOE.

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.

Pupil and Family Engagement and Outreach

[A description of pupil engagement and outreach, including the procedures for tiered reengagement 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 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, 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 reengagement 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 reengage 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 pickup 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 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 lunch times will be staggered, food will be pre-bagged, hand washing or sanitizing will be required.

Additional Actions to Implement the Learning Continuity Plan [Additional rows and actions may be added as necessary] *(Additional information for each action is in the narrative responses above.)*

| Section | Description | Total Funds | Contributing |
|---|--|-----------------|--------------|
| Mental Health and Social/Emotional Well Being | - Community Resources | \$34,500 (S/C) | Y |
| | - Psychologist and counselor time and resources | \$7,496 (LLMF) | N |
| | - School Climate (positive communication, Character Ed, Safe School Ambassadors) | | |
| 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.]

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.

- Reading specialist and resources to support the reading skills of at-risk students, which data says are usually the low income and English Learners
- 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 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 the 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. 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. 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

2

TOPIC: Consider approval of the EL Waiver for Patrick Humphrey, for the 2020-2021 school year.

DESCRIPTION: EL Waiver for CTE Teacher to teach Computer Science and Programming to grades K-12 while taking courses that have EL Training embedded in the program to cover August 12, 2020 - June 30, 2021. When the CTE Program is completed, teacher will have met EL requirements.

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval.

Warner Unified School District

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



08/28/2020

To whom it concerns;

The reason we made Patrick Humphrey as our computer CTE teacher is that he was already working for us and he had the skills and ability to teach the class. Due to our geographically remote location, we wouldn't be able to hire someone with an existing credential that would be willing to drive the distance for the salary we would be paying. Patrick Humphrey needs a waiver for his EL authorization until he completes his CTE credentialing.

Thank you,

A handwritten signature in black ink, appearing to read 'D. MacLeod', with a stylized, flowing script.

David MacLeod
Superintendent
Warner Unified School District



Commission on Teacher Credentialing
Certification Division
ATTN: Waiver Unit
1900 Capitol Avenue
Sacramento, CA 95811-4213

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

CTC Use Only

CTC Use Only

W

Z

VARIABLE TERM WAIVER REQUEST (WV1 Form)

Requests must be prepared by the employing agency, not the applicant. All materials must be typewritten or computer generated and sufficiently clear to photocopy. This form must be used for first time and subsequent waivers only.

| | | |
|---|--|---|
| 1. EMPLOYING AGENCY (include mailing address) Warner Unified School District 92086 30951 Highway 79, Warner Springs, CA NPS/NPA (list county code _____) | County/District CDS Code 37 75416 0000000 | Contact Person: Shannon Stein Telephone #: 760-782-3517 E-Mail: shannon.stein@warnerusd.net |
|---|--|---|

2. APPLICANT INFORMATION:

Social Security or Individual Tax Identification Number: [REDACTED]

All applicants must answer professional fitness questions (see #11). In addition, if fingerprint clearance is not on file at CTC, a completed Live Scan receipt (41-LS) must be submitted with this waiver request. If needed, a review by the Division of Professional Practices will be concluded before a waiver approval letter will be issued.

Full Legal Name Patrick Charles Humphrey
First Middle Last

Former Name(s) _____ Birth Date 8/5/1990

Applicant's Mailing Address [REDACTED]

Phone# [REDACTED] Email patrick.humphrey@warnerusd.net

Waiver Title Career Computer Science Instructor

(List the specific title and subject area of the credential that authorizes the assignment. Note that the subject must be one that is available under current regulations.)

Assignment Computer Science & Programing, Grades K-12

Indicate specific position and grade level (e.g. chemistry teacher, grades 11-12)

- For bilingual assignment list LANGUAGE: _____
- Is this a full time position? ☐ Yes ☒ No
- If not, indicate how many periods a day the individual will be teaching the waiver assignment(s) Trimester differentiates between 2 and 4 periods per day.
- Is this a subsequent waiver? (see #9 for additional information) ☐ Yes ☐ No

6. NON STATEWIDE NON SHORTAGE AREA WAIVER REQUESTS:

a. INDICATE THE LOW INCIDENCE AREA FOR THE ASSIGNMENT

- | | |
|---|--|
| <input type="checkbox"/> Administrative Services | <input type="checkbox"/> Multiple Subject Teaching |
| <input checked="" type="checkbox"/> Single Subject Teaching (all subject areas) | <input type="checkbox"/> Pupil Personnel Services: Counseling, Psychology, Social Work |
| <input type="checkbox"/> Designated Subjects – except driver education and training | <input type="checkbox"/> Reading Specialist/Certificate |
| <input type="checkbox"/> Teacher Librarian Services | <input type="checkbox"/> Teacher of English Learner Students |

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

Copies of announcements, advertisements, web site registration, etc. must be attached.

The employer must verify all of the following:

- ☐ Distributed job announcements
- ☐ Contacted IHE placement centers
- ☒ Internet (i.e. www.edjoin.org)

Optional recruitment methods:

- ☐ Advertised in local/national newspaper
- ☐ Attended job fairs in California
- ☐ Attended recruitment out-of-state
- ☐ Advertised in professional journals

Other _____

c. PROVIDE DETAILED INFORMATION ABOUT THE RESULTS OF RECRUITMENT EFFORTS. BE SURE TO ANSWER EACH OF THE FOLLOWING QUESTIONS:

How many individuals credentialed in the authorization of the waiver request applied for the position?

1

How many individuals credentialed in the authorization of the waiver request were interviewed?

1

What were the results of those interviews? (Please indicate answers in numbers)

- | | |
|---|--|
| 0 | Applicant(s) withdrew |
| 0 | Candidate(s) declined job offer |
| 0 | Candidate(s) found unsuitable for the assignment |

d. PROVIDE THE SPECIFIC EMPLOYMENT CRITERIA FOR THE POSITION

What special skills and knowledge are needed to successfully perform in this position? These should also be described in your recruitment advertisements and announcements.

Obtained fundamentals of computer hardware and software and advanced concepts such as security, networking, and the responsibilities of an IT professional.

11. PROFESSIONAL FITNESS QUESTIONS (to be answered by the applicant)

Answers to the following questions are required. If you answer yes to any question, you must complete the corresponding Professional Fitness Explanation Form.

Before granting your application, the Commission will review, at a minimum:

- Federal Bureau of Investigation criminal history (rap sheet)
- California Department of Justice criminal history (rap sheet)
- International database of teacher misconduct maintained by the National Association of State Directors of Teacher Education and Certification (NASDTEC)
- Previous reviews by the Commission
- Complaints from others
- Notifications from school districts
- Teacher preparation test score violations

You must disclose misconduct, even if:

- It happened a long time ago
- It happened in another state, federal court, military or jurisdiction outside the United States
- You did not go to court and your attorney went for you
- You did not go to jail or the sentence was only a fine or probation
- You received a certificate of rehabilitation
- Your conviction was later dismissed (even if under Penal Code section 1203.4), expunged, set aside or the sentence was suspended



WARNING: You will be required to sign your application under penalty of perjury; by doing so you are also stating that you understand:

- That the information you provide is true and correct;
- That you understand any and all instructions related to your application;
- Failure to disclose any information requested is falsification of your application and the Commission may reject or deny your application or take disciplinary action against your credential;
- The Commission may reject your application if it is incomplete and it will be delayed.

a. Have you ever been:

- dismissed or,
- non-reelected or,
- suspended without pay for more than ten days, or
- retired or,
- resigned from, or otherwise left school employment

because of allegations of misconduct or while allegations of misconduct were pending?

☐

Yes

☒

No

12. CHILD ABUSE AND NEGLECT MANDATED REPORTING (to be answered by the applicant)
As a document holder authorized to work with children, it is part of my professional and ethical duty to report every instance of child abuse or neglect known or suspected to have occurred to a child with whom I have professional contact.

I understand that I must report immediately, or as soon as practicably possible, by telephone to a law enforcement agency or a child protective agency, and will send a written report and any evidence relating to the incident within 36 hours of becoming aware of the abuse or neglect of the child.

I understand that reporting the information regarding a case of possible child abuse or neglect to an employer, supervisor, school principal, school counselor, coworker, or other person is not a substitute for making a mandated report to a law enforcement agency or a child protective agency.

I understand that the reporting duties are individual and no supervisor or administrator may impede or inhibit my reporting duties.

I understand that once I submit a report, I am not required to disclose my identity to my employer.

I understand that my failure to report an instance of suspected child abuse or neglect as required by the Child Abuse and Neglect Reporting Act under Section 11166 of the Penal Code is a misdemeanor punishable by up to six months in jail or by a fine of one thousand dollars (\$1,000), or by both that imprisonment and fine.

I acknowledge and certify that as a document holder, I will fulfill all the duties required of a mandated reporter.

☒ I agree

13. PUBLIC NOTICE -- CHECK THE BOX THAT APPLIES

☒ **Public School District:** Attached is a copy of the agenda item presented to the governing board of the school district in a public meeting showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or his or her designee in item #14 below, the person signing verifies that the board acted upon the item favorably.

By submitting this waiver request the district is certifying that reasonable efforts to recruit a fully prepared teacher for the assignment(s) were made in the following order:

1. A candidate who is qualified to participate in an approved internship program in the region of the school district
2. An individual who is scheduled to complete initial preparation requirements within six months

☐ **County Office of Education, State Agency, or Nonpublic, Nonsectarian School or Agency:** Attached is a dated copy of the notice that was posted at least 72 hours before the position was filled showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or administrator or his or her designee in item #15 below, the person signing verifies that there were no objections to this waiver request.

ACTION ITEM

3

TOPIC: The School Board Hereby Accepts 4 buses to be added to the District Fleet Inventory, and to be maintained per the Department of Transportation.

DESCRIPTION: Donated buses as follows: VIN number
1. 1HVBBABM64H658027
Make: BLBRD Plate: 1511166 Yr. 2004
2. 1BAKGCKA76F236057
Make: BLUEB Plate 1511165 Yr. 2006
3. 1HVBBPMM6PH494475
Make INTL Plate: 1511168 Yr. 1995
4. 1HVBAZRM3RH564086
Make: INTL Plate: 1511167 Yr. 1994

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval.

ACTION ITEM

4

TOPIC: The Board will discuss and direct Superintendent MacLeod in the disposal of retired buses in the Warner Fleet.

DESCRIPTION: Disposal of retired buses.

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval.

ACTION ITEM

5

TOPIC: Consider approval of Resolution no. 2020-2021-001, Resolution for Adopting the “Gann” Limit.

DESCRIPTION: The provisions of this Article establish maximum appropriation limitations, commonly called “Gann Limits,” for public agencies, including school districts.

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval.

RESOLUTION #2020-2021-001
RESOLUTION FOR ADOPTING THE "GANN" LIMIT

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called "Gann Limits," for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann limit for the 2019-2020 fiscal year and a projected Gann Limit for the 2020-2021 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2019-20 and 2020-21 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2019-20 and 2020-21 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this district.

PASSED AND ADOPTED by said Governing Board on the September 10, 2019 Board Meeting by the following vote:

AYES: ____ MEMBERS
AYES: ____ MEMBERS
AYES: ____ MEMBERS

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

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

Secretary/Clerk of the Governing Board

ACTION ITEM

6

TOPIC: Consider approval of the 2019-2020 Unaudited Actuals.

DESCRIPTION: Handout

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval.

TOPIC: Consider approval of the Pupil Transportation Information, LLC PTI School Transportation Consultation Services Agreement for Professional Services.

DESCRIPTION: Pupil Transportation Information, LLC (PTI), will provide consultant services to the Warner Unified School District, (WUSD) for comprehensive Routing Methodology , Master Bell Schedule and Organizational Model Assessment. PTI will conduct staff interviews, review pertinent operational documents, best practices, budget and facilities for the purpose of this scope.

FISCAL IMPACT: Fixed Fee for all Fieldwork and report writing services, including all expenses : \$13,585.00

RECOMMENDATION: Recommend approval.



**Pupil Transportation Information, LLC PTI
School Transportation Consultation Services
Agreement for Professional Service**

**Vendor # 82-3098242
Contract #0824-20**

This Agreement is entered into between Pupil Transportation Information, LLC (PTI), acting as an independent consultant (**CONTRACTOR**) AND Warner Unified School District, WUSD (**DISTRICT**) AND IS DATED, FOR REFERENCE, **August 31, 2020**. **The parties agree as follows:**

1. **CONTRACTOR** agrees to perform during the term of this Agreement, the tasks, obligations and services set forth in the "Scope of Services" attached to and incorporated into this Agreement as Appendix A-Phase I.

DISTRICT agrees to pay **CONTRACTOR** a fixed fee of **\$13,585.00** for all fieldwork and report writing services, including all expenses. All payments will be based upon invoices submitted to the **DISTRICT** by **CONTRACTOR**.

CONTRACTOR will invoice the **DISTRICT** for services performed. The **DISTRICT** will render payment to **CONTRACTOR** within 30 days of receipt of invoices. 50%, **\$6,792.50** of fixed fee will be invoiced upon completion of field study work.

2. **TERM OF AGREEMENT**, the term of this Agreement begins on **September 10, 2020** and ends **June 30, 2020**. Extension or renewal requires approval of the **DISTRICT**. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the Agreement without approval of the **DISTRICT**. This agreement may be terminated by the **DISTRICT** at any time with 15 days prior written notice to **CONTRACTOR**. In the event of termination for reasons other than cause, the **DISTRICT** will pay **CONTRACTOR** for work done up to the time of termination. In the event of termination for cause, **CONTRACTOR** need be compensated only to the extent required by law.

3. **TIME FOR PERFORMANCE**, work defined in Appendix A-Phase I is to be completed within sixty (60) business days of the on-site field work with the submission of a draft report to the **DISTRICT**. A final report will be provided to the **DISTRICT** within fifteen (15) business days of receipt of the return draft report. All services required of the **CONTRACTOR** will be completed on or before the specified end of the term.

4. **MAINTENANCE OF RECORDS AND ASSIGNMENT OF COPYRIGHTS**, **CONTRACTOR** will maintain full and accurate records in connection with this Agreement and will make them available to the **DISTRICT** for inspection at any time. Contractor's work product produced under this Agreement shall be the property of the **CONTRACTOR**.



5. **STATUS OF CONTRACTOR**, agree that **CONTRACTOR**, in performing the services specified in this Agreement, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. **CONTRACTOR** shall be free to contract for similar service to be performed for other employers while under contract with the **DISTRICT**; **CONTRACTOR** will not accept such engagement which interferes with performance under this Agreement. **CONTRACTOR** is not entitled to participate in any pension plan, insurance, bonus or similar benefits the **DISTRICT** provides for its employees.
6. **HOLD HARMLESS**, **CONTRACTOR** shall hold harmless the **DISTRICT**, its officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of **CONTRACTOR**, its officers, agents or employees taken under this Agreement.
7. **COMPLIANCE WITH LAWS**, **CONTRACTOR** shall comply with all applicable federal, state and local laws, rules, regulations and ordinances involving its employees, including workers' compensation and tax laws.
8. **MODIFICATION OR ASSIGNMENT**, this Agreement may not be assigned by either party without the express written consent of the other. No modification shall be effective unless approved in writing by the **DISTRICT**. Addresses are as follows:

DISTRICT
David MacLeod
Superintendent of Schools
Warner Unified School District
30951 Highway 79
Warner Springs, CA 92086
(760) 782-3517
David.macleod@warnerusd.net

+

CONTRACTOR
Timothy W. Purvis
Principal Consultant, CEO
Pupil Transportation Information, LLC
40284 Via Sonoro
Murrieta, CA 92562
(951) 970-2976
tpurvis@pupiltransinfo.com

DISTRICT
David MacLeod
Warner USD

Date

Timothy W. Purvis

CONTRACTOR
Timothy W. Purvis,
Pupil Transportation Information, LLC

Aug. 31, 2020

Date



APPENDIX A PHASE I

Pupil Transportation Information, LLC PTI School Consultation Services

Scope of Services

Pupil Transportation Information, LLC (PTI), will provide consultant services to the Warner Unified School District, (WUSD) for a comprehensive routing methodology, master bell schedule and organizational model assessment of their Pupil Transportation Program, review, study and written report of Findings and Recommendations.

Scope of Review:

1. A minimum of two (2) PTI pupil transportation consultants will perform a field-study review (not to exceed 2 business days on-site) to be determined mutually between both the Warner Unified School District and PTI, of the District's Transportation Program Routing Methodology, Master Bell Schedule and Organizational Model Assessment. PTI will conduct staff interviews, review pertinent operational documents, best practices, budget and facilities for the purpose of this scope.
2. Will provide a written draft report within sixty (60) business days of field study completion providing Findings and Recommendations to the district per agreed Scope of Review. A final report will be issued within fifteen (15) business days of return draft report receipt from the district.
- + 3. General review of the Districts Transportation Routing Methodology, Master Bell Schedule and Organizational Model to include, but not limited to the following:
 - Assess Districts pupil transportation routing methodology for both General Education and Special Education transportation with emphasis on potential areas of cost savings.
 - Examine the Districts master bell schedule for any possible pupil transportation cost savings.
 - Provide the District with a transportation financial assessment of state revenue received and general fund contribution and compare to state averages and similar districts.





- Review the Districts pupil transportation organizational model design for size and scope of Districts pupil transportation program needs.

-+

-+

| DISTRICT | Date |
|--|------|
| David MacLeod Superintendent of Schools Warner Unified School District 30951 Highway 79 Warner Springs, CA 92086 (760) 782-3517 David.macleod@warnerusd.net | |

| CONTRACTOR | Date |
|--|---------------|
| <i>Timothy W. Purvis</i> Timothy W. Purvis, dba Principal Consultant, CEO Pupil Transportation Information, LLC 40284 Via Sonoro Murrieta, CA 92562 (951) 970-2976 tpurvis@pupiltransinfo.com | Aug. 31, 2020 |



PTI Scope of Services
Warner Unified School District

ACTION ITEM

8

- TOPIC:** Discussion and possible action regarding the Conflict of Interest Code: Local Government Agency Biennial Review.
- DESCRIPTION:** Every even numbered year, local government agencies are required to review their Conflict of Interest Code to determine if it is accurate or if the code must be amended (Government Code Section 87306.5). Once the determination has been made, a notice must be submitted to the code reviewing body.
- FISCAL IMPACT:** N/A
- RECOMMENDATION:** Recommend approval.



County of San Diego

ANDREW POTTER, CCB
EXECUTIVE OFFICER/CLERK

CLERK OF THE BOARD OF SUPERVISORS
1600 PACIFIC HIGHWAY, ROOM 402, SAN DIEGO, CALIFORNIA 92101-2471
PHONE (619) 531-5600 FAX (619) 338-8146
www.sandiegocob.com

ERIN DEMOREST
ASSISTANT CLERK OF THE BOARD

June 29, 2020

TO: Agency Officials

FROM: Andrew Potter
Clerk of the Board of Supervisors

CONFLICT OF INTEREST CODE: LOCAL GOVERNMENT AGENCY BIENNIAL REVIEW

Every even numbered year, local government agencies are required to review their Conflict of Interest Code to determine if it is accurate or if the code must be amended (Government Code Section 87306.5). Once the determination has been made, a notice must be submitted to the code reviewing body.

The San Diego County Board of Supervisors, as the code reviewing body for your agency, hereby notifies you of the requirements of this Government Code Section. In order to comply with these requirements, the following is required:

1. Review your Agency's Conflict of Interest (COI) Code including designated employees and disclosure categories. Conflict of Interest Codes are available online at: www.sandiegocounty.gov/cob/conflict_interest/.
2. Determine whether or not amendments are necessary. If no amendments are necessary, go to Item 3. If amendments are necessary, go to Item 4.

We encourage agencies to consider amending their COI Code to specify that Statements of Economic Interest (Form 700s) may be filed directly with your agency, rather than with the County of San Diego Clerk of the Board of Supervisors. By amending your COI Code to specify that eligible officials file original Form 700s directly with your agency, you would be able to:

- Retain direct access to your filers' Form 700s;
 - Reduce confusion among filers about filing with the County versus their own agency;
 - Easily communicate with your filers when there are issues with their Form 700s;
- and

- Eliminate the need to prepare transmittals to submit filings to the Clerk of the Board of Supervisors, and the need to mail original Form 700s to the Clerk of the Board of Supervisors.

A Sample Conflict of Interest Code on the Clerk of the Board's website reflects the suggested language to specify the place of filing for certain individuals (see 4.b. below).

3. **If no amendments are necessary**, complete the form of official action (Biennial Reply Form enclosed with this letter) indicating that no amendment is required and return it to the Clerk of the Board no later than **October 1, 2020**. No further action will be required beyond returning the form of official action.
4. **If amendments are necessary**:
 - a. Complete the form of official action (Biennial Reply Form enclosed with this letter) indicating that an amendment is required and return it to the Clerk of the Board no later than **October 1, 2020**; and
 - b. Amend your Conflict of Interest Code and submit to the Clerk of the Board no later than **October 12, 2020**. County Counsel has developed a Sample Conflict of Interest Code and provided additional resources to help simplify the process. You are not required to use this model. The Sample Code and additional written material are available at the Clerk of the Board's website at:
www.sandiegocounty.gov/cob/conflict_interest/.

The Clerk of the Board will submit the proposed amendments to the Board of Supervisors for approval. An Agency's amended Conflict of Interest Code is not effective until the Board of Supervisors has approved it. The Clerk of the Board will notify you upon Board of Supervisors' action.

Please complete and submit the enclosed "2020 Local Agency Biennial Notice" form, signed by the head of your agency, and mail no later than October 1, 2020 to:

**Clerk of the Board of Supervisors
Attn: Biennial Review
1600 Pacific Highway, Room 402
San Diego, CA 92101**

Fair Political Practices Commission

The FPPC has online resources to assist you in this process. The resources include articles such as, "Local Government Agencies – Adopting & Amending Conflict of Interest Codes" and others available on the FPPC website: www.fppc.ca.gov/learn/rules-on-conflict-of-interest-codes.html.

Non-Compliance

Agencies who fail to respond by the deadline may be referred to the FPPC's enforcement division for investigation and possible prosecution.

June 29, 2020

Thank you for your prompt attention to this matter. If further information is needed, you may call Brian Andrade, Senior Board Assistant, at (619) 685-2593 or via e-mail at brian.andrade@sdcountry.ca.gov.

A handwritten signature in black ink, appearing to read "Andrew Potter", with a stylized, cursive script.

ANDREW POTTER
Clerk of the Board of Supervisors

AP:GM:lb

Attachments

cc: Helen Robbins-Meyer, Chief Administrative Officer
Thomas Montgomery, County Counsel
Board of Supervisors Communications Received (CR)

WARNER UNIFIED SCHOOL DISTRICT

EXHIBIT "A"

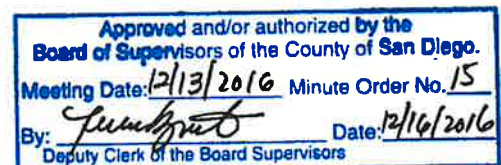
| <u>Designated Positions</u> | <u>Reportable Economic Interest Category Numbers (See Exhibit "B")</u> |
|-----------------------------------|--|
| Governing Board Superintendent | 1 through 3 (See rider) |

Consultants

The positions of the following consultants presently retained by the Agency:

- a. None
- b. _____
- c. _____

The position by name or job title of each person classified as a "designated employee" in any contract which the Agency enters into for consulting services with a person or business entity (whether or not a nonprofit entity). Such a designation will be made in the contract with respect to any person who in the opinion of the Agency, may reasonably be expected to make, participate in making or in any way attempt to use his position as a "consultant" to influence a governmental decision in which the person might reasonably be expected to have a financial interest.



215500
Warner Unified School District
P O Box 8
Warner Springs, CA 92086

Warner USD (Rider)

WARNER ~~UNION~~ UNIFIED SCHOOL DISTRICT

RIDER

Eliminate Disclosure Categories 4 and 5 which are encompassed within Disclosure Categories 1 and 3 already included in this code.

WARNER UNIFIED SCHOOL DISTRICT

EXHIBIT "B"

CATEGORIES OR REPORTABLE ECONOMIC INTERESTS

Category 1. All-Inclusive Reportable Investments

(see Appendix I - Section 82034)

A designated employee in this category shall disclose all reportable investments (worth more than \$1,000):

- (a) owned by the designated employee, his or her spouse or dependent child;
- (b) owned by an agent on behalf of the designated employee;
- (c) owned by any business entity controlled by the designated employee (i.e., any business entity in which the designated employee, his or her agents, spouse and dependent children hold more than a 50% ownership interest);
- (d) owned by a trust in which the designated employee has a substantial interest (i.e., a trust in which the designated employee, his or her spouse and dependent children have a present or future interest worth more than \$1,000);
- (e) representing the pro rata share (worth more than \$1,000) of the designated employee, his or her spouse and dependent children, of investments of any business entity or trust in which the designated employee, his or her spouse and dependent children own, directly or indirectly or beneficially, a 10% interest or greater.

Category 2. All-Inclusive Reportable Interests in Real Property

(See Appendix I - Sections 82033, 82035)

A designated employee in this category shall disclose all interests (worth more than \$1,000 in real property located within the jurisdiction if the interests are:

- (a) held or owned by the designated employee, his or her spouse and dependent child,
or
- (b) the pro rata share (worth more than \$1,000) of interests in real property of any business entity or trust in which the designated employee or spouse owns, directly, indirectly or beneficially, a 10% interest or greater.

Category 3 All-Inclusive Reportable Income.

(See Appendix I - Section 82030)

A designated employee in this category shall disclose all income of the designated employee from any Agency-related source aggregating \$250 or more (or \$25 or more in the case of gifts) during the reporting period.

2020 Local Agency Biennial Notice

Name of Agency: Warner Unified School District
Mailing Address: P.O. Box 8 Warner Springs, CA. 92086
Contact Person: Rhonda Hill Phone No. 760-782-3517
Email: rhonda.hill@warnerusd.net Alternate Email: david.macleod@warnerusd.net

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (check one BOX):

☒ An amendment is required. The following amendments are necessary:

(Check all that apply.)

- ☐ Include new positions
- ☐ Revise disclosure categories
- ☐ Revise the titles of existing positions
- ☐ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☐ Other (describe) _____

☐ The code is currently under review by the code reviewing body.

☐ No amendment is required. (If your code is over five years old, amendments may be necessary.)

Verification

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.



Signature of Chief Executive Officer

7/14/2020

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2020**, or by the date specified by your agency, if earlier, to:

**Clerk of the Board of Supervisors
Attn: Biennial Review
1600 Pacific Highway, Room 402
San Diego, CA 92101**

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

www.fppc.ca.gov
FPPC Advice: advice@fppc.ca.gov (866.275.3772)
Page 1 of 1

TOPIC: Discussion and possible action for future policy meetings and committees.

DESCRIPTION: Discussion and possible action to form a subcommittee.

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval.

Consent Agenda

- 1. Commercial Warrants**
- 2. Purchase Orders**
- 3. Consider approval of the Agreement for Participation in the San Diego County Career Technical Education (CTE), for the 2020-2021 school year.**
- 4. Consider Approval of the contract with Howard E. Nyhart Company, Inc. (Nyhart), for OPEB Actuarial Report for the 2020-2021 school year.**
- 5. Consider approval of the Consolidated Application and Reporting System (CARS), to apply for Categorical Program Funding and to report the use of those funds, for the 2020-2021 school year.**

Commercial Warrants
August 2020

Commercial Warrant Detail - August 2020

| Date | Reference | Name 1 | Fund | Inv Amount |
|-----------|-----------|-----------------------------------|------|------------|
| 8/6/2020 | 14698593 | A-Z BUS SALES, INC. | 0100 | 183.93 |
| 8/6/2020 | 14698594 | CLINICAL LABORATORY | 0100 | 155.00 |
| 8/6/2020 | 14698595 | OREILLY AUTOMOTIVE STORES | 0100 | 135.46 |
| 8/6/2020 | 14698596 | DEPARTMENT OF SOCIAL SERVICES | 1200 | 242.00 |
| 8/13/2020 | 14700555 | Merl Johnson - WSM | 0100 | 523.75 |
| 8/13/2020 | 14700556 | ANDREA SISSONS | 0100 | 31.95 |
| 8/13/2020 | 14700556 | ANDREA SISSONS | 0100 | 29.49 |
| 8/13/2020 | 14700556 | ANDREA SISSONS | 0100 | 35.96 |
| 8/13/2020 | 14700556 | ANDREA SISSONS | 0100 | 56.74 |
| 8/13/2020 | 14700557 | CALIFORNIA DEPT OF EDUCATION | 1300 | 156.75 |
| 8/13/2020 | 14700558 | A-Z BUS SALES, INC. | 0100 | 122.40 |
| 8/13/2020 | 14700558 | A-Z BUS SALES, INC. | 0100 | 97.18 |
| 8/13/2020 | 14700559 | DOCUMENT TRACKING SERVICES,LLC | 0100 | 895.00 |
| 8/13/2020 | 14700560 | JENNIFER RUDLOFF | 0100 | 126.15 |
| 8/13/2020 | 14700561 | T-MOBILE | 0100 | 800.00 |
| 8/13/2020 | 14700562 | LLOYD PEST CONTROL | 0100 | 85.00 |
| 8/13/2020 | 14700563 | SOUTHWEST SCHOOL SUPPLY | 0100 | 249.42 |
| 8/13/2020 | 14700564 | HOUGHTON MIFFLIN | 0100 | 128.62 |
| 8/13/2020 | 14700565 | DION INTERNATIONAL TRUCKS | 0100 | 137.07 |
| 8/13/2020 | 14700565 | DION INTERNATIONAL TRUCKS | 0100 | 634.66 |
| 8/13/2020 | 14700566 | VERIZON WIRELESS | 0100 | 391.51 |
| 8/13/2020 | 14700566 | VERIZON WIRELESS | 0100 | 282.25 |
| 8/13/2020 | 14700567 | SAN DIEGO GAS & ELECTRIC | 0100 | 5133.36 |
| 8/13/2020 | 14700568 | US FOODSERVICE | 1300 | 4776.59 |
| 8/13/2020 | 14700569 | RICOH USA, INC. | 0100 | 188.28 |
| 8/13/2020 | 14700570 | SMALL SCHOOL DISTRICTS ASSOC. | 0100 | 1450.00 |
| 8/13/2020 | 14700571 | STANDARD INSURANCE COMPANY | 0100 | 375.92 |
| 8/13/2020 | 14700572 | WESTERN ASSOCIATION OF SCHOOLS | 0100 | 1070.00 |
| 8/17/2020 | 14701431 | NV5 | 0100 | 5182.00 |
| 8/17/2020 | 14701432 | JULIA GRIGORIAN | 0100 | 10.00 |
| 8/17/2020 | 14701433 | ARNTZ DISTRIBUTING COMPANY | 1300 | 804.82 |
| 8/17/2020 | 14701434 | US FOODSERVICE | 1300 | 1898.06 |
| 8/17/2020 | 14701435 | LEADER SERVICES | 0100 | 500.00 |
| 8/20/2020 | 14702457 | HATCH & CESARIO | 0100 | 364.00 |
| 8/20/2020 | 14702458 | LIFETOUCH NATIONAL SCHOOL STUDIOS | 0100 | 737.81 |
| 8/20/2020 | 14702459 | SPECIALIZED THERAPY SERVICES | 0100 | 231.75 |
| 8/20/2020 | 14702460 | GHAZAL & SONS INC | 1300 | 245.36 |
| 8/20/2020 | 14702461 | SOUTHWEST SCHOOL SUPPLY | 0100 | 501.04 |
| 8/20/2020 | 14702462 | HOUGHTON MIFFLIN | 0100 | 1168.70 |
| 8/20/2020 | 14702463 | RANSOM PUMP & SUPPLY | 0100 | 5202.29 |
| 8/20/2020 | 14702464 | BANK OF AMERICA BUSINESS CARD | 0100 | 3919.23 |
| 8/20/2020 | 14702464 | BANK OF AMERICA BUSINESS CARD | 0100 | 411.51 |
| 8/20/2020 | 14702464 | BANK OF AMERICA BUSINESS CARD | 0100 | 402.18 |
| 8/20/2020 | 14702464 | BANK OF AMERICA BUSINESS CARD | 0100 | 509.89 |
| 8/20/2020 | 14702464 | BANK OF AMERICA BUSINESS CARD | 0100 | 2.04 |

| | | | |
|--------------------|----------------------------------|------|---------|
| 8/20/2020 14702465 | LOURDES MARTINEZ | 0100 | 244.40 |
| 8/20/2020 14702466 | RICOH USA, INC. | 0100 | 654.18 |
| 8/27/2020 14704593 | CALIFORNIA SCHOOLS VEBA | 0100 | 4530.52 |
| 8/27/2020 14704594 | SOUTHERN COUNTIES LUBRICANTS LLC | 0100 | 1932.83 |
| 8/27/2020 14704595 | RHONDA HILL | 0100 | 14.99 |
| 8/27/2020 14704596 | JOSTENS | 0100 | 21.13 |
| 8/27/2020 14704597 | AT&T | 0100 | 459.40 |
| 8/27/2020 14704598 | LOZANO SMITH | 0100 | 29.50 |
| 8/27/2020 14704599 | HEARTLAND PAYMENT SYSTEMS | 1300 | 900.00 |

Purchase Orders
August 2020

WUSD PO LIST PERIOD COVERED 8/1/2020-8/31/2020

| DATE | VENDOR NAME | PO# | AMOUNT |
|-------------|---------------------------|------------|---------------|
| 8/10/2020 | EWING | 19-66150 | \$286.65 |
| 8/13/2020 | SCHOLASTIC | 19-66151 | \$616.43 |
| 8/18/2020 | AZTEC FIRE & SAFETY | 19-66152 | \$1,194.83 |
| 8/20/2020 | SOUTHWEST SCHOOL SUPPLY | 19-66153 | \$125.09 |
| 8/21/2020 | EWING | 19-66154 | \$1,196.56 |
| 8/25/2020 | HOUGHTON MIFFLIN HARCOURT | 19-66155 | \$275.73 |
| 8/25/2020 | HOUGHTON MIFFLIN HARCOURT | 19-66156 | \$975.60 |
| 8/28/2020 | BENCHMARK | 19-66157 | \$59.26 |
| 8/31/2020 | EWING | 19-66158 | \$130.66 |

Consent Agenda

- 3.** Consider approval of the Agreement for Participation in the San Diego County Career Technical Education (CTE), for the 2020-2021 school year.

AGREEMENT FOR PARTICIPATION
SAN DIEGO COUNTY CAREER TECHNICAL EDUCATION (CTE)

THIS AGREEMENT is entered into this 3rd day of September 2020, by and between the San Diego County Superintendent of Schools, hereinafter called the SUPERINTENDENT and the School District, hereinafter called the DISTRICT, for a term from July 1, 2020 to June 30, 2021.

RECITAL

- A. Pursuant to Education Code Section 52300 and following, the SUPERINTENDENT has established and maintained a Regional Occupational Program (ROP) within San Diego County for high school students, out-of-school youth, and adults; and,
- B. The SUPERINTENDENT wishes to contract with the DISTRICT for operation of certain CTE activities; and,
- C. 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. Addendum A is defined as the SDCOE ROP 2021 Support.
- B. The DISTRICT shall:
 - 1. Administer, supervise, and conduct the courses and/or services.
 - 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 in job-seeking and job-keeping skills to every CTE student.
 - 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 workers' compensation insurance or self-insurance coverage for DISTRICT Employees supporting CTE courses and services.

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

NOTE:

The school 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. Provide instruction to every student as per CTE course of study.
8. 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.
9. 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.
10. Provide assurance that facilities provided hereunder are accessible by disabled persons or provide access to a similar alternative program.

C. The SUPERINTENDENT shall:

1. Pay to the DISTRICT an amount equal to the allocation according to the Addendum B and upon receipt of a signed Participation Agreement.

D. General Provisions:

1. Addendum A is 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. Funding allocations to the DISTRICT for operating and capital expenditures must be used to fund district CTE programs and will be made in the following manner:

a. Fund Disbursement

The fund disbursement is reflected in Addendum B. Fund transfers will begin upon receipt of a signed Participation Agreement and will occur, beginning in September, the last working day of the month thereafter as identified in Addendum B. The final payment will be per Addendum A. No other funding for CTE/ROP will be provided after June 30,

2021.

5. Notwithstanding any of the foregoing provisions of the agreement, if at any time during the term of this agreement the State of California fails to appropriate or allocate Local Control Funding Formula funds to the SUPERINTENDENT for payments stipulated in Addendum B, the SUPERINTENDENT reserves the right to change the budget amounts in Addendum 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.

6. 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.

San Diego County Superintendent of Schools

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title

Date _____

Warner

SAN DIEGO COUNTY ROP
Estimated Future SDCOE ROP Support

| DISTRICT | 2019-20 | | 2020-21 | |
|-----------------|--------------|--------------|------------|------------|
| | SDCOE | SDCOE | Funded CTE | Funded CTE |
| | Funded CTE | Funded CTE | | |
| BORREGO SPRINGS | \$ 51,263 | \$ 100,000 | \$ 100,000 | |
| BONSALL | | | | |
| CARLSBAD | 53,009 | 26,505 | | |
| CORONADO | 159,442 | 79,721 | | |
| ESCONDIDO | 134,285 | 67,143 | | |
| FALLBROOK | 184,075 | 92,038 | | |
| GROSSMONT | 2,325,526 | 1,162,763 | | |
| JULIAN | 98,695 | 49,348 | | |
| MT. EMPIRE | 90,583 | 45,292 | | |
| OCEANSIDE | 193,492 | 96,746 | | |
| POWAY | 106,398 | 53,199 | | |
| RAMONA | 462,277 | 231,139 | | |
| SAN DIEGO | 942,765 | 471,383 | | |
| SAN DIEGUITO | 127,028 | 63,514 | | |
| SAN MARCOS | 106,751 | 53,376 | | |
| SWEETWATER | 554,870 | 277,435 | | |
| VALLEY CENTER | 89,571 | 44,786 | | |
| VISTA | 418,356 | 209,178 | | |
| WARNER SPRINGS | 80,678 | 100,000 | | |
| TOTAL | \$ 6,179,064 | \$ 3,323,566 | | |

Addendum B

SAN DIEGO COUNTY OFFICE OF EDUCATION

ROP Program Participation Agreement 2020-2021

Schedule of cash transfer

Warner Springs Unified School District

| <u>Month</u> | <u>Amount</u> | | |
|--------------|---------------|---------------|-------|
| SEP | \$ 5,520 | 5.52% | |
| OCT | 6,900 | 6.90% | |
| NOV | 4,000 | 4.00% | |
| DEC | 15,780 | 15.78% | |
| JAN | 12,540 | 12.54% | |
| FEB | 9,800 | 9.80% | |
| MAR | 8,110 | 8.11% | |
| APR | 3,650 | 3.65% | |
| MAY | 12,440 | 12.44% | |
| JUNE | 21,260 | 21.26% | |
| Total | \$ 100,000 | | |
| | \$ 100,000 | YTD Payment | |
| | 100.00% | YTD Payment % | 0.00% |

NOTE: The transfer of cash from SDCOE to your district is dependent on the completion of the "Participation Agreement".

Consent Agenda

- 4.** Consider approval of the contract with Howard E. Nyhart Company, Inc. (Nyhart), for OPEB Actuarial Report for the 2020-2021 school year.



**THE HOWARD E. NYHART COMPANY, INC. ("NYHART")
SERVICE AGREEMENT ("AGREEMENT")**

Agreement Between Nyhart, and:

| | |
|---------------------------------|--|
| Client Name: | Warner Unified School District |
| Primary Contact Name: | Andrea Sissons, Chief Business Official |
| Primary Contact Address: | PO Box 8; 30951 Highway 79 Warner Springs, CA 92086 |
| Primary Contact Phone: | (760) 782-3517 |
| Primary Contact Email: | Andrea.sissons@warnerusd.net |

Services to be provided by Nyhart

All services to be provided by Nyhart are subject to your full cooperation and prompt submission of complete and accurate information. Nyhart will rely on any and all information that you provide pursuant to this agreement and on file at our office as to accuracy and completeness. Nyhart will have no responsibility to verify such information and no liability for errors or omissions as a result of relying on such information. Nyhart is not a law firm or a public accounting firm and does not provide legal or tax advice.

Nyhart will provide the following actuarial services:

- Updated June 30, 2020 OPEB actuarial valuation and report for compliance with GASB 75 for FYE 6/30/2020 including:
 - Kick off conference call
 - Data collection and analysis for full actuarial valuation
 - Conference call to review valuation report
- Roll-forward Valuation and GASB 75 Report for FYE 6/30/2021.

Fees for services provided by Nyhart

The fees listed below are subject to annual adjustments.

| <u>Service</u> | <u>Fee</u> |
|---|-------------------|
| Updated June 30, 2020 OPEB Actuarial Valuation and GASB 75 Report for Compliance for FYE 6/30/2020* | \$4,750 |
| Roll-forward Valuation and GASB 75 Report for FYE 6/30/2021** | \$2,250 |

* Will incorporate updated census, premiums and, if applicable, assets as of the Valuation Date (6/30/2020).

**Net OPEB Liability will reflect liability timing adjustment and discount rate based on a Measurement Date of 6/30/2021.

Client will be invoiced at the end of each month for work in progress.

Please select the method of delivery of your invoice:

- ☐ I would like my invoice sent electronically to the primary contact's email address.
- ☐ I would like my invoice sent via regular mail to the attention of the primary contact at the address shown on the first page.

For an alternative invoice recipient, please provide their information below. If this section is left blank, we will send the invoice to the primary contact's email address on file or address shown above.

Invoice recipient name

Invoice recipient email address

Invoice recipient address

There will be additional fees for revisions to preliminary or final results that are due to:

- Incorrect information provided to us, typical examples include to material changes to census data, changes to eligibility requirements or employer subsidies. The additional fee will be limited to 1/3 of the current year's fee for this type of revision.
- Changes to actuarial assumptions requested by the client that are expected to need more than four hours of labor to update the results. The additional fee will be based on billed labor in excess of four hours at our current hourly rates.

Additional services available if requested by Client

In addition to OPEB actuarial services, Nyhart offers the following additional services. Fee estimates will be provided upon request. Please visit www.nyhart.com or contact your Nyhart consultant for more information.

- Defined Benefit & Pension consulting and administration
- Defined Contribution, 401(k) & 403(b)
- CalPERS Pension Related (e.g. GASB 68 Support, Section 115 Supplemental Funding Trusts)
- Health Care Reform financial impact consulting
- Calculation of self-funded and COBRA premium rates
- Incurred But Not Reported (IBNR) Reserve calculations
- Medicare Part D Attestation
- Flex Accounts – FSA, HRA, & HSA consulting and administration
- What-if Modeling for health plan design and carrier changes
- Actuarial Value and Minimum Value determination
- Section 105(h) non-discrimination testing

Relationship of the Parties

The legal relationship between Client and Nyhart shall be exclusively that of principal and agent. The parties hereto specifically agree and acknowledge that Nyhart shall not:

- Have discretionary authority over any aspect of the Plan;
- Be a fiduciary;
- Be responsible for ensuring that the Plan complies with any requirement to which the Plan is subject, or be liable to the Plan, Client, or any person if the Plan fails to comply with any such requirement;
- Have any duty or authority to enforce the payment of any contribution owed under the Plan;
- Be responsible for the adequacy of the trust established as part of the Plan, or be liable for any benefits owed under the Plan;
- Exercise discretion as to any Plan function; or

- Have any obligation to perform any service not specified in this Agreement or otherwise agreed to in writing by the parties (regardless of whether such service may be considered “customary” services to be provided by Nyhart).

Client agrees that Nyhart shall use all information and data supplied by or on behalf of the Client without having independently verified the accuracy or completeness of it except to the extent required by generally accepted professional standards and practices. If any documentation or information supplied to Nyhart at any time is incomplete, inaccurate or not up-to-date, or its provision is unreasonably delayed, Nyhart will not be responsible for any delays or liability arising therefrom, and will be entitled to charge the Client in respect of any resulting additional work actually carried out.

The Client further understands that the failure to provide, or cause to provide, complete, accurate, up-to-date, and timely documentation and information to Nyhart, whether intentional or by error, could result in an impairment of Nyhart's services.

Client Responsibilities and Representations

The Client has general responsibilities with respect to the Plan, including

- Providing all information required by Nyhart to perform its services under this Agreement on a timely basis;
- Serving as fiduciary for the Plan;
- Communicating Plan details to employees and answering employee questions;
- Ensuring adequate funding of the Plan; and
- Authorizing plan disbursements and ensuring accuracy of information provided.

Dispute Resolution

Nyhart and Client agree that before commencing any action or proceeding with respect to any dispute between the parties arising out of or relating to this Agreement or the Services they first shall attempt to settle such dispute through consultation and negotiation in good faith and in a spirit of mutual cooperation. Any such dispute will be submitted in writing to a panel of one (1) senior executive or official of each of Nyhart and Client, who will promptly meet and confer in an effort to resolve such dispute. Each party's representative will be identified by notice to the other, and may be changed at any time thereafter by notice to the other. Any mutually agreed decisions of the executives will be final and binding on the parties. In the event the executives are unable to resolve any dispute within thirty (30) days after submission to them, either party may then refer such dispute to mediation by a mutually acceptable mediator to be chosen by Nyhart and Client within forty-five (45) days after written notice by either party demanding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. All communications and discussions in furtherance of this paragraph shall be treated as confidential settlement negotiations, which are not subject to discovery. The costs of the mediator shall be shared equally, but each party shall pay its own attorneys' fees.

Any dispute which cannot be resolved between the parties through negotiation, mediation or other form of alternative dispute resolution within six months of the date of the initial demand for mediation by one of the parties may then be submitted to a court of competent jurisdiction. To facilitate an expeditious and economical judicial resolution of such dispute, Nyhart and Client agree to waive and not to demand a trial by jury, and not to include any employee, officer, director or trustee of either as a party, in any action, proceeding or counterclaim relating to such dispute. Nothing in this section will prevent either party from resorting to judicial proceedings if interim relief from a court is necessary to prevent serious and irreparable injury to that party or to others. Any claim, action or proceeding against Nyhart will be barred unless Client initiates the dispute resolution procedures outlined below within one year of first discovering the act, error or omission that is the basis for such claim.

Indemnification and Limitation of Liability

The liability of Nyhart, in tort, contract or otherwise, to Client, a Plan and the officers, directors, trustees, employees or shareholders of any of them, and to any other third party, for all claims arising in connection with or contribution to by this Agreement and the Services (including without limitation multiple claims arising out of or based upon the same act, error or mission, or series of continuous, interrelated or repeated acts, errors or omissions) shall not include loss of profit or incidental, consequential, indirect, punitive or similar damages and shall be further limited to the amount of fees for Services received by Nyhart under this Agreement for the twelve (12) months immediately preceding the act, error or omission upon which such liability is based. Nothing in this paragraph shall apply to any liability which has been finally determined to have arisen from willful misconduct or fraud on the part of Nyhart or which cannot lawfully be limited, modified or excluded.

Client shall indemnify Nyhart from and against any and all claim, loss, liability or damage (including attorney's fees) which Nyhart may incur by reason of its good faith service delivery to Client.

Nyhart shall indemnify the Client from and against any and all claim, loss, liability or damage (including attorney's fees) which the Client may incur: (i) arising out of any material breach by Nyhart of any of its material obligations, representations or warranties contained in this Agreement; or (ii) arising out of Nyhart's negligence, gross negligence or willful, fraudulent, or criminal misconduct associated with its performance of services under this Agreement. The parties further recognize that clerical errors and variations may occur. When discovered, they will be corrected or adjusted by Nyhart, in accordance with its normal procedures, to the extent reasonable and possible.

Acceptance

The items and conditions of this Agreement are agreed to and accepted by Client on behalf of the Plan. This Agreement is effective only when signed by all parties.

Warner Unified School District**By:** _____**Printed Name:** _____**Date:** _____**Nyhart****By:** _____**Printed Name:** _____**Date:** _____

Consent Agenda

- 5.** Consider approval of the Consolidated Application and Reporting System (CARS), to apply for Categorical Program Funding and to report the use of those funds, for the 2020-2021 school year.



California Department of
EDUCATION

CONSOLIDATED APPLICATION AND REPORTING SYSTEM (CARS)

Warner Unified (37 75416 0000000)

[Home](#)[Data Entry Forms](#)[Certification Preview](#)[Certify Data](#)[Reports](#)[Users](#)[Contacts](#)[FAQs](#)[Data Entry Instructions](#)

2020-21 Application for Funding

Required fields are denoted with an asterisk (*).

NOTE: Your local educational agency (LEA) has previously certified this data collection form as official. One or more other data collection forms may be dependent on this data collection form. Please be aware that if a change is saved and this data collection form is certified again, it may cause dependent data collection forms to become certified-obsolete and your LEA may have to revise and resubmit those dependent data collection forms as well.

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board: 06/08/2020 (ex. MM/DD/YYYY)

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name:
(non-LEA employee)

DELAC review date:

Meeting minutes web address:
Please enter the web address of DELAC
review meeting minutes (format
http://SomeWebsiteName.xxx). If a web
address is not available, then the LEA must
keep the minutes on file which indicate that
the application was reviewed by the
committee.

DELAC comment:
If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)

The district does not have more than 50 english learners.

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

* **Title I, Part A (Basic Grant):** ☐ No ☒ Yes
ESSA Sec. 1111 et seq.
SACS 3010

* **Title II, Part A (Supporting Effective Instruction):** ☐ No ☒ Yes
ESEA Sec. 2104
SACS 4035

* **Title III English Learner:** ☒ No ☐ Yes
ESEA Sec. 3102
SACS 4203

* **Title III Immigrant:** ☒ No ☐ Yes
ESEA Sec. 3102
SACS 4201

* **Title IV, Part A (Student and School Support):** ☐ No ☒ Yes
ESSA Sec. 4101
SACS 4127

Title V, Part B Subpart 1 Small, Rural School Achievement Grant: ☒ No ☐ Yes
ESSA Sec. 5211 SACS 5810

Title V, Part B Subpart 1 Alternative Uses of Funds Authority Participation: ☐ No ☒ Yes

Title V, Part B Subpart 2 Rural and Low-Income Grant: ☐ No ☒ Yes
ESSA Sec. 5221 SACS 4126

Last Saved: Andrea Sissons (dist66), 8/26/2020 12:50 PM, Certified

Save

Return to List

Consolidated Application Support Desk, Education Data Office | conappsupport@cde.ca.gov | 916-319-0297
General CARS Questions: Consolidated Application Support Desk | conappsupport@cde.ca.gov | 916-319-0297

California Department of Education
1430 N Street
Sacramento, CA 95814

Web Policy