



**CHINO VALLEY**  
UNIFIED SCHOOL DISTRICT

Student Achievement • Safe Schools • Positive School Climate  
Humility • Civility • Service

# BOARD OF EDUCATION AGENDA

**May 19, 2016**

**BOARD OF EDUCATION**

Andrew Cruz, President  
Sylvia Orozco, Vice President  
Pamela Feix, Clerk  
James Na, Member  
Irene Hernandez-Blair, Member

Shweta Shah, Student Representative

—◆◆—  
**SUPERINTENDENT**  
Wayne M. Joseph

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5130 Riverside Drive. Chino. California 91710  
[www.chino.k12.ca.us](http://www.chino.k12.ca.us)

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**REGULAR MEETING OF THE BOARD OF EDUCATION**  
**Woodcrest Junior High School – Multi Purpose Room**  
**2725 S. Campus Avenue, Ontario, CA 91761**  
**3:00 p.m. – Closed Session • 7:00 p.m. – Regular Meeting**  
**May 19, 2016**

**AGENDA**

- The public is invited to address the Board of Education regarding items listed on the agenda. Comments on an agenda item will be accepted during consideration of that item, or prior to consideration of the item in the case of a closed session item. Persons wishing to address the Board are requested to complete and submit to the Administrative Secretary, Board of Education, a “Request to Speak” form available at the entrance to the Board room.
- In compliance with the Americans with Disabilities Act, please contact the Administrative Secretary, Board of Education, if you require modification or accommodation due to a disability.
- Agenda documents that have been distributed to members of the Board of Education less than 72 hours prior to the meeting are available for inspection at the Chino Valley Unified School District Administration Center, 5130 Riverside Drive, Chino, California, during the regular business hours of 7:30 a.m. to 4:30 p.m., Monday through Friday.

**I. OPENING BUSINESS**

**I.A. CALL TO ORDER – 3:00 P.M.**

1. Roll Call
2. Public Comment on Closed Session Items
3. Closed Session

**Discussion and possible action:**

- a. Conference with Legal Counsel–Existing Litigation (Government Code 54954.4(c) and 54956.9)(d)(1): Federal District Court, Case No. EDCV 14-2336-JGB (DTBx) Freedom from Religion Foundation vs. Chino Valley Unified School District Board of Education. (Tyler & Bursch, LLP) (30 minutes)
- b. Conference with Legal Counsel – Anticipated Litigation (Government Code 54956.9 (d)(2): One possible case (Atkinson, Andelson, Loya, Ruud & Romo) (15 minutes)
- c. Public Employee Discipline/Dismissal/Release (Government Code 54957): (15 minutes)
- d. Student Expulsion Matters (Education Code 35146, 48918 (c) & (j): Cases 15/16-31, 15/16-36, and 15/16-41. (1 hour)
- e. Student Matter, Request to Appeal District Residency Decision (Education Code 35146 and 48204.2): ID 321070141 (1 hour)
- f. Conference with Labor Negotiators (Government Code 54957.6): A.C.T. and CSEA negotiations. Agency designated representatives: Dr. Norm Enfield, Sandra Chen, Dr. Grace Park, Lea Fellows, and Richard Rideout. (45 minutes)
- g. Public Employee Performance Evaluation (Government Code 54957): Superintendent. (15 minutes)

**I.B. RECONVENE TO REGULAR OPEN MEETING – 7:00 P.M.**

1. Report Closed Session Action

The proceedings of this meeting are being recorded.

**I.C. PRESENTATIONS**

1. Presentation of Colors
2. Pledge of Allegiance
3. Military Salute
4. West End SELPA 18<sup>th</sup> annual Art & Writing Contest Winners
5. Southern California Edison Scholarship Recipient
6. San Bernardino County Multilingual Recognition for Service to English Language Students
7. Employee Recognitions:
  - a) A.C.T. Elementary & Secondary Teachers of the Year
  - b) Counselor of the Year
  - c) School Nurse of the Year
  - d) CSEA Employee of the Year
  - e) West End SELPA Awards
  - f) California Association of Student Leaders' Outstanding Leadership Program Award Recipients
  - g) San Bernardino County Medal of Honor – Teachers Nominated for Excellence in Education/Education Professional
  - h) ACSA Administrators of the Year

**I.D. COMMENTS FROM STUDENT REPRESENTATIVE**

**I.E. COMMENTS FROM EMPLOYEE REPRESENTATIVES**

**I.F. COMMENTS FROM COMMUNITY LIAISONS**

**I.G. COMMENTS FROM THE AUDIENCE ON ITEMS NOT ON THE AGENDA**

**I.H. CHANGES AND DELETIONS**

<b>II. ACTION</b>
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**II.A. EDUCATIONAL SERVICES**

**II.A.1. 2016/2017 Student Member on the Board of Education**

Page 8

Recommend the Board of Education approve Carlos Ruelas from Don Lugo HS for the 2016/2017 Student Member on the Board of Education, and administer the oath of office.

**II.B. HUMAN RESOURCES**

**II.B.1. Declaration of Need for Fully Qualified Educators for the 2016/2017 School Year**

Page 9

Recommend the Board of Education approve the Declaration of Need for Fully Qualified Educators for the 2016/2017 school year.

**III. CONSENT**

Motion \_\_\_ Second \_\_\_  
Preferential Vote: \_\_\_  
Vote: Yes \_\_\_ No \_\_\_

**III.A. ADMINISTRATION**

**III.A.1. Minutes of the Regular Meeting of May 5, 2016**

Page 13 Recommend the Board of Education approve the minutes of the regular meeting of May 5, 2016.

**III.A.2. Revision of Board Policy 2140 Administration—Evaluation of the Superintendent**

Page 20 Recommend the Board of Education approve the revision of Board Policy 2140 Administration—Evaluation of the Superintendent.

**III.A.3. 2016 Senior Scholarship Recipients**

Page 24 Recommend the Board of Education approve the 2016 senior scholarship recipients.

**III.B. BUSINESS SERVICES**

**III.B.1. Warrant Register**

Page 26 Recommend the Board of Education approve/ratify the warrant register, provided under separate cover.

**III.B.2. Fundraising Activities**

Page 27 Recommend the Board of Education approve/ratify the fundraising activities.

**III.B.3. Donations**

Page 31 Recommend the Board of Education accept the donations.

**III.C. EDUCATIONAL SERVICES**

**III.C.1. Student Expulsion Cases 15/16-31, 15/16-36, and 15/16-41**

Page 34 Recommend the Board of Education approve the student expulsion cases 15/16-31, 15/16-36, and 15/16-41.

**III.C.2. School-sponsored Trips**

Page 35 Recommend the Board of Education approve/ratify the following school-sponsored trips: Cortez ES; Ayala HS; and Chino HS.

**III.C.3. Comprehensive School Safety Plan**

Page 37 Recommend the Board of Education approve the Comprehensive School Safety Plan for each District school.

**III.D. FACILITIES, PLANNING, AND OPERATIONS**

**III.D.1. Purchase Order Register**

Page 38 Recommend the Board of Education approve/ratify the purchase order register, provided under separate cover.

**III.D.2. Agreements for Contractor/Consultant Services**

Page 39 Recommend the Board of Education approve/ratify the Agreements for Contractor/Consultant Services.

**III.D.3. Surplus/Obsolete Property**

Page 43 Recommend the Board of Education declare the District property surplus/obsolete and authorize staff to sell/dispose of said property.

**III.D.4. Bid 15-16-02, District Delivery Vehicles**

Page 45 Recommend the Board of Education award Bid 15-16-02, District Delivery Vehicles to Fritts Ford.

**III.D.5. Bid 15-16-04, Canned Goods and Condiments**

Page 46 Recommend the Board of Education award Bid 15-16-04, Canned Good and Condiments to A & R Food Distributors, Bernards Food Industries, Inc., Gold Star Foods, Shamrock Foods Company, Sysco Riverside & Los Angeles, and US Food.

**III.D.6. Bid 15-16-05, Installation of New Single Ply Roofing at Various Sites**

Page 48 Recommend the Board of Education award Bid 15-16-05, Installation of New Single Ply Roofing at Various Sites, to the following contractors for individual school projects as follows: Glenmeade ES, Walnut ES, and Professional Development Center I to Bligh Pacific Inc.; District Offices, Oxford Preparatory Academy, and Magnolia JHS to Letner Roofing Co.; and Oak Ridge ES to Best Contracting Services, Inc.

**III.D.7. Bid 15-16-06, Asphalt and Concrete Replacement at Various Sites**

Page 50 Recommend the Board of Education award Bid 15-16-06, Asphalt and Concrete Replacement at Various Sites, to WCCR Construction Inc.

**III.D.8. Resolutions 2015/2016-64, 2015/2016-65, and 2015/2016-66 for Authorization to Utilize Piggyback Contracts**

Page 51 Recommend the Board of Education adopt Resolutions 2015/2016-64, 2015/2016-65, and 2015/2016-66 for authorization to utilize piggyback contracts.

**III.D.9. Resolution 2015/2016-67 Adopting Notice of Exemption**

Page 59 Recommend the Board of Education adopt Resolution 2015/2016-67 Notice of Exemption.

**III.D.10. Resolution 2015/2016-68 Authorization to Enter into an Agreement with Southern California Edison to Receive Additional Energy Conservation Funding via the On-Bill Financing Program**

Page 62

Recommend the Board of Education adopt Resolution 2015/2016-68 Authorization to Enter into an Agreement with Southern California Edison to Receive Additional Energy Conservation Funding via the On-Bill Financing Program.

**III.D.11. Authorization to Approve an Agreement With Trane Energy Solutions to Proceed with Phase 2, Project Design and Construction of Energy Project Energy Efficiency Measures (EEM) 1 and 2 at Various Sites under Government Code 4217**

Page 66

Recommend the Board of Education approve Trane Energy Solutions to Proceed with Phase 2, Project Design and Construction of Energy Project Energy Efficiency Measures (EEM) 1 and 2 at Various Sites under Government Code 4217.

**III.D.12. Notice of Completion for CUPCCAA Projects**

Page 84

Recommend the Board of Education approve the Notice of Completion for CUPCCAA Projects.

**III.E. HUMAN RESOURCES**

**III.E.1. Certificated/Classified Personnel Items**

Page 86

Recommend the Board of Education approve/ratify the certificated/classified personnel items.

**III.E.2. Rejection of Claims**

Page 101

Recommend the Board of Education reject the claims and refer them to the District's insurance adjuster.

**III.E.3. New Job Description for Instructional Coach**

Page 102

Recommend the Board of Education approve the new job description for Instructional Coach.

**III.E.4. Student Teaching Agreements with University of Phoenix and California State University, Long Beach**

Page 108

Recommend the Board of Education approve the student teaching agreements with University of Phoenix and California State University, Long Beach.

**IV INFORMATION**

**IV.A. ADMINISTRATION**

**IV.A.1. Revision of Board Policy 5116.1 Students—Intradistrict Open Enrollment**  
Page 120 Recommend the Board of Education receive for information the revision of Board Policy 5116.1 Students—Intradistrict Open Enrollment.

**IV.B. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT**

**IV.B.1. Revision of Board Policy and Administrative Regulation 5121 Students—Grades/Evaluation of Student Achievement**  
Page 126 Recommend the Board of Education receive for information the revision of Board Policy and Administrative Regulation 5121 Students—Grades/Evaluation of Student Achievement.

**IV.C. EDUCATIONAL SERVICES**

**IV.C.1. Revision of Board Policy and Administrative Regulation 5117 Students—Interdistrict Attendance**  
Page 144 Recommend the Board of Education receive for information the revision of Board Policy and Administrative Regulation 5117 Students—Interdistrict Attendance.

**V. COMMUNICATIONS**

**BOARD MEMBERS AND SUPERINTENDENT**

**VI. ADJOURNMENT**

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**Our Motto:**  
Student Achievement • Safe Schools • Positive School Climate  
Humility • Civility • Service

**DATE:** May 19, 2016

**TO:** Members, Board of Education

**FROM:** Wayne M. Joseph, Superintendent

**PREPARED BY:** Jeanette Chien, Ed.D., Assist. Superintendent, Educational Services  
Stephanie Johnson, Director, Student Support Services

**SUBJECT: 2016/2017 STUDENT MEMBER ON THE BOARD OF EDUCATION**

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**BACKGROUND**

Historically, a student member on the Board of Education has provided constructive student participation at board meetings. Furthermore, having a student seated on the Board of Education reflects student rights and responsibilities and serves as a vehicle for responsible leadership development. The student member on the Board of Education rotates alphabetically, by school, each school year.

The student member on the Board of Education is administered the oath of office at the first regular Board meeting prior to the end of the current school year and is eligible to be seated as a student board member at the first regular board meeting in the month of July.

Approval of this item supports the goals identified within the District's Strategic Plan.

**RECOMMENDATION**

It is recommended the Board of Education approve Carlos Ruelas from Don Lugo HS for the 2016/2017 Student Member on the Board of Education, and administer the oath of office.

**FISCAL IMPACT**

None.

WMJ:JC:SJ:imc



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** May 19, 2016

**TO:** Members, Board of Education

**FROM:** Wayne M. Joseph, Superintendent

**PREPARED BY:** Grace Park, Ed. D., Assistant Superintendent, Human Resources  
Lea Fellows, Director, Human Resources  
Richard Rideout, Director, Human Resources

**SUBJECT: DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS  
FOR THE 2016/2017 SCHOOL YEAR**

=====

**BACKGROUND**

The California Commission on Teacher Credentialing (CCTC), effective July 1, 1994, established new requirements regarding the use of teachers with emergency permits. While the current credentialing laws no longer allow the use of emergency multiple, single, and special education permits, the requirement still remains that the Board annually adopt a Declaration of Need for Fully Qualified Educators as there are still select emergency permits available that the District currently utilizes.

Individual teachers with these select emergency permits will be required to fulfill the credentialing requirements in a timely manner. This Declaration of Need must be properly filed with the CCTC prior to July 1 of a school year. Any emergency permits processed without a Declaration of Need on file will be rejected.

Approval of this item supports the goals identified within the District's Strategic Plan.

**RECOMMENDATION**

It is recommended the Board of Education approve the Declaration of Need for Fully Qualified Educators for the 2016/2017 school year.

**FISCAL IMPACT**

All personnel employed on emergency permits will be within the approved staffing ratios for the 2016/2017 school year and selections will be in accordance with approved District policies.

WMJ:GP:LF:RR:jaf



## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2016/2017

Revised Declaration of Need for year: \_

### FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Chino Valley Unified School District District CDS Code: 36

Name of County: San Bernardino County CDS Code: 67678

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

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

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 5 / 19 / 16 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

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

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2017.

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

Grace Park, Ed.,D. Asst. Supt. Human Resources

Name Signature Title

909.548.6091 May 20, 2016

Fax Number Telephone Number Date

5130 Riverside Drive, Chino, CA 91710

Mailing Address

grace\_park@chino.k12.ca.us

EMail Address

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

Name of County \_ County CDS Code\_

Name of State Agency\_

Name of NPS/NPA \_ County of Location\_

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

The declaration shall remain in force until June 30, 2017.

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

Submitted by Superintendent, Director, or Designee:

Grace Park, Ed.D.

Asst. Supt. Human Resources

*Name*

*Signature*

*Title*

909.548.6091

909.628.1201 x 1111

May 20, 2016

*Fax Number*

*Telephone Number*

*Date*

5180 Riverside Drive, Chino, CA 91710

*Mailing Address*

grace\_park@chino.k12.ca.us

*E-Mail Address*

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

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

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

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

<b>Type of Emergency Permit</b>	<b>Estimated Number Needed</b>
<input checked="" type="checkbox"/> CLAD/English Learner Authorization (applicant already holds teaching credential)	20
<input type="checkbox"/> Bilingual Authorization (applicant already holds teaching credential)	_____
List target language(s) for bilingual authorization:	_____
_____	_____
<input type="checkbox"/> Resource Specialist	0
<input checked="" type="checkbox"/> Teacher Librarian Services	1
<input type="checkbox"/> Visiting Faculty Permit	0

**LIMITED ASSIGNMENT PERMITS**

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

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

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	5
Single Subject	25
Special Education	15
<b>TOTAL</b>	<b>45</b>

**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

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

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

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

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program?  Yes  No

If no, explain. \_

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

If yes, how many interns do you expect to have this year? 20

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

Cal State San Bernardino, Cal State Fullerton, Cal Poly Pomona, National University,  
La Verne University, Point Loma University, Azusa Pacific University, University of Redlands,  
USC Rossier, Cal Baptist

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

\_\_\_\_\_  
\_\_\_\_\_

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**REGULAR MEETING OF THE BOARD OF EDUCATION**  
**May 5, 2016**

**MINUTES**

<b>I. OPENING BUSINESS</b>
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**I.A. CALL TO ORDER – 4:25 P.M.**

1. Roll Call

President Cruz called to order the regular meeting of the Board of Education, Thursday, May 5, 2016, at 4:25 p.m. with Blair, Cruz, Na, and Orozco present. Mrs. Feix was absent.

Administrative Personnel

Wayne M. Joseph, Superintendent

Norm Enfield, Ed.D., Deputy Superintendent

Sandra H. Chen, Assistant Superintendent, Business Services

Jeanette Chien, Ed.D., Asst. Superintendent, Educational Services

Grace Park, Ed.D., Assistant Superintendent, Human Resources

Gregory J. Stachura, Asst. Superintendent, Facilities/Planning/Operations

2. Public Comment on Closed Session Items

None.

3. Closed Session

President Cruz adjourned to closed session at 4:25 p.m. regarding conference with legal counsel existing litigation; student discipline matters; a student admission; conference with legal labor negotiators, A.C.T. and CSEA; and public employee discipline/dismissal/release.

**I.B. RECONVENE TO REGULAR OPEN MEETING – 7:00 P.M.**

1. Report Closed Session Action

President Cruz reconvened the regular meeting of the Board of Education at 7:04 p.m. The Board met in closed session from 4:25 p.m. to 7:00 p.m. regarding conference with legal counsel existing litigation; student discipline; a student admission; conference with legal labor negotiators, A.C.T. and CSEA; and public employee discipline/dismissal/release. No action was taken that required public disclosure.

2. Pledge of Allegiance

Debra Hutchinson, Principal Liberty ES, led the Pledge of Allegiance.

**I.C. PRESENTATIONS**

1. Odyssey of the Mind  
President Cruz presented certificates of recognition to students from Rhodes ES for advancing to the 2016 World Finals on May 25 through 28 at Iowa State University.
2. Science Fair  
President Cruz presented certificates of recognition to students who received gold medals at the 34<sup>th</sup> Annual Inland Science and Engineering Fair held April 5 through 7 in San Bernardino.
3. Band Champions  
President Cruz presented certificates of recognition to Ayala HS and Chino Hills HS percussion teams for excelling at the 2016 Winter Guard International Percussion World Championships held in April in Dayton, Ohio.
4. Baldy View ROP Incentive Grant  
Don Jones, Director of Secondary Curriculum, presented an overview of the Career Technical Education Incentive Grant.

**I.D. COMMENTS FROM STUDENT REPRESENTATIVE**

Student representative Shweta Shah's comments were read by Superintendent Joseph in her absence. He reported that she was unable to attend the meeting due to illness. Her comments addressed the school year being almost over; congratulated students for being driven to personal success as well as contributing to the community; and extended Cinco de Mayo wishes.

**I.E. COMMENTS FROM EMPLOYEE REPRESENTATIVES**

Todd Hancock, A.C.T. President, quoted Stevie Wonder about his mother being the greatest teacher; recognized Don Lugo HS for getting a six year WASC accreditation; spoke about bargaining and the hopes for solutions; said Board members are invited to a Day of the Teacher celebration at Zendejas Restaurant; recognized Christa Boothroyd who the Association honored her with their annual WHO award from CTA; recognized the District performing arts programs; thanked all the hard work of teachers during this year-end time of the school year; and said they have our faith and prayers.

Denise Arroyo, CSEA President, congratulated the students who were recognized tonight; thanked the Board and District for the Classified Employees Week resolution; advocated for extra help at Cal Aero; acknowledged Christina Ferreira's resignation after 36 years of service; and extended Mothers' Day wishes.

Tom Mackessy, CHAMP, Legislative Action Committee Chair, acknowledged RSP teacher Blair Aldworth; spoke about ACSA and its mission; attended Legislative Action Day in Sacramento and spoke about encouraging continued support for public education; gave a reminder about CHAMP scholarships application deadline on May 19; and congratulated Suzanne Hernandez, Principal of Dickey ES, and Christine Hinkle, Principal of Oak Ridge ES for earning their doctorate degrees; spoke about announced ACSA awards events and future events; and recognized Todd Hancock and Denise Arroyo for their leadership and association members for their service.

**I.F. COMMENTS FROM COMMUNITY LIAISONS**

None.

**I.G. COMMENTS FROM THE AUDIENCE ON ITEMS NOT ON THE AGENDA**

Ron Rojas addressed the Board in prayer.

**I.H. CHANGES AND DELETIONS**

The following changes were read into the record: Item II.D.1., Educational Services, Student expulsion case 15/16-36 corrected to read 15/16-37; and amended conditions to attend Don Lugo HS for first semester of the 2016/2017 school year; and Item II.D.3., Educational Services, School-sponsored Trips, under Rhodes ES, Fiscal Impact, corrected to read *District GATE through the LCAP*.

<b>II. CONSENT</b>
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Irene Hernandez-Blair pulled for separate action item II.F.3. and II.F.4. Moved (Blair) seconded (Na) motion carried (4-0, Feix absent) to approve the consent items as amended.

**II.A. ADMINISTRATION**

**II.A.1. Minutes of the Regular Meeting of April 21, 2016**  
Approved the minutes of the regular meeting of April 21, 2016.

**II.B. BUSINESS SERVICES**

**II.B.1. Warrant Register**  
Approved/ratified the warrant register.

**II.B.2. Fundraising Activities**  
Approved/ratified the fundraising activities.

**II.B.3. Donations**

Accepted the donations.

**II.B.4. Legal Services**

Approved payment for legal services to the law offices of Atkinson, Andelson, Loya, Ruud & Romo; Margaret A. & Associates; and Parker and Covert LLP.

**II.C. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT**

**II.C.1. New Courses: AP Computer Science Principles; Innovation to Commercialization: English and Product Development (UCCI); and Calculus AB**

Approved new courses: AP Computer Science Principles; Innovation to Commercialization: English and Product Development (UCCI); and Calculus AB.

**II.C.2. Revision of Board Policy 6162.5 Instruction—Student Assessment**

Approved the revision of Board Policy 6162.5 Instruction—Student Assessment.

**II.D. EDUCATIONAL SERVICES**

**II.D.1. Student Expulsion Cases 15/16-22, 15/16-25, 15/16-33, 15/16-34, 15/16-35, and 15/16-36**

Approved the student expulsion cases 15/16-22, 15/16-25, 15/16-33, 15/16-34, 15/16-35, and ~~15/16-36~~ 15/16-37, as amended

**II.D.2. Student Admission Case 15/16-03A**

Approved the student admission case 15/16-03A.

**II.D.3. School-Sponsored Trips**

Approved/ratified the following school-sponsored trips: Rhodes ES (as amended); Chino HS; Chino Hills HS, and Don Lugo HS.

**II.D.4. Proclamation for National School Nurse Day on May 11, 2016**

Adopted the proclamation for National School Nurse Day on May 11, 2016.

**II.D.5. California Department of Education Child Development Agency Annual Report and Parent Handbook 2016/2017**

Approved the California Department of Education Child Development Agency Annual Report and Parent Handbook 2016/2017.

**II.D.6. Revised Student Attendance Calendar for Chino Valley Adult School for the 2016/2017 School Year**

Adopted the revised Student Attendance Calendar for Chino Valley Adult School for the 2016/2017 school year.



**II.E. FACILITIES, PLANNING, AND OPERATIONS**

**II.E.1. Purchase Order Register**

Approved/ratified the purchase order register.

**II.E.2. Agreements for Contractor/Consultant Services**

Approved/ratified the Agreements for Contractor/Consultant Services.

**II.E.3. Surplus/Obsolete Property**

Declared the District property surplus/obsolete and authorized staff to sell/dispose of said property.

**II.E.4. Notice of Completion for CUPCCAA Projects**

Approved the Notice of Completion for CUPCCAA Projects.

**II.E.5. Resolutions 2015/2016-60 and 2015/2016-63 for Authorization to Utilize Piggybank Contracts**

Approved Resolutions 2015/2016-60 and 2015/2016-63 for authorization to utilize piggybank contracts.

**II.F. HUMAN RESOURCES**

**II.F.1. Certificated/Classified Personnel Items**

Approved/ratified the certificated/classified personnel items.

**II.F.2. Rejection of Claim**

Rejected the claim and referred it to the District's insurance adjuster.

**II.F.3. Resolution 2015/2016-61 Day of the Teacher/Día Del Maestro**

Moved (Blair) seconded (Orozco) motion carried (4-0, Feix absent) to adopt Resolution 2015/2016-61 Day of the Teacher/Día Del Maestro.

**II.F.4. Resolution 2015/2016-62 Classified Employees Week/Semana de Empleados Clasificados**

Moved (Blair) seconded (Orozco) motion carried (4-0, Feix absent) to adopt Resolution 2015/2016-62 Classified Employees Week/Semana de Empleados Clasificados.

**II.F.5. Student Teaching Agreement with California State University, Dominguez Hills**

Approved the student teaching agreement with California State University, Dominguez Hills.

**III INFORMATION**

**III.A. ADMINISTRATION**

**III.A.1. Revision of Board Policy 2140 Administration—Evaluation of the Superintendent**

Received for information the revision of Board Policy 2140 Administration—Evaluation of the Superintendent.

**III.B. EDUCATIONAL SERVICES**

**III.B.1. San Bernardino County Superintendent of Schools Williams Findings Decile 1-3 Schools Third Quarterly Report 2015/2016**

Received for information the San Bernardino County Superintendent of Schools Williams Findings Decile 1-3 Schools Third Quarterly Report 2015/2016.

**III.B.2. Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for January Through March 2016**

Received for information the Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for January through March 2016.

**IV. COMMUNICATIONS**

**BOARD MEMBERS AND SUPERINTENDENT**

Irene Hernandez-Blair said she was wearing a shirt in support of the arts; recognized music teacher Michael Noffsinger for his efforts with a band and music workshops; said Don Lugo HS’s All Sports Boosters is hosting its 1<sup>st</sup> Annual Golf Tournament on June 10 at El Prado Golf Course; and extended Mothers’ Day acknowledgements.

James Na spoke about the recent passing of a community member who was shown support and comfort by Ayala HS teachers; thanked Chick-fil-A for donating food to CVLA students and extending promotions to students and staff; spoke about the *Stepping up for Boys* program and thanked Charlene King and Dale Bright for leading the event; and encouraged everyone to respect elders and parents.

Sylvia Orozco read the proclamation in recognition of School Nurse Day; acknowledged retirees on the agenda; congratulated students who were recognized during presentations; attended the Planes of Fame Air Museum Twilight Show hosted by Supervisor Curt Hagman, and thanked him for highlighting Ayala HS and Chino Hills HS; attended the Chino State of the City Mayoral address; attended the Riverside County

School Boards Association Spring Conference and spoke about the *Stand and Deliver Reading by 9* program; and extended Mothers' Day wishes.

Superintendent Joseph congratulated Don Lugo HS for receiving a six year accreditation from WASC; and announced that Richard Gird Educational Hall of Fame nominations are open until May 31, 2016.

President Cruz attended the Riverside County School Boards Association Spring Conference featuring James Olmos addressing the promotion of literacy in K

-12 public schools through the art of filming; attended Chino's State of the City Mayoral Address; attended the Rotary Club of Greater Chino Hills' Multicultural Festival 2016; attended National Day of Prayer at the Chino City Hall; and extended Cinco de Mayo and Mothers' Day wishes.

<b>V. ADJOURNMENT</b>
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President Cruz adjourned the regular meeting of the Board of Education at 8:31 p.m.

\_\_\_\_\_  
Andrew Cruz, President

\_\_\_\_\_  
Pamela Feix, Clerk

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

Student Achievement • Safe Schools • Positive School Climate  
Humility • Civility • Service

**DATE:** May 19, 2016  
**TO:** Members, Board of Education  
**FROM:** Wayne M. Joseph, Superintendent  
**SUBJECT: REVISION OF BOARD POLICY 2140 ADMINISTRATION—  
EVALUATION OF THE SUPERINTENDENT**

=====

**BACKGROUND**

Board policies, administrative regulations, and bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current practice. Board Policy 2140 Administration—Evaluation of the Superintendent is being revised to update the process. This item was presented to the Board on May 5, 2016, as information.

New language is provided in UPPER CASE while old language to be deleted is ~~lined through~~.

Approval of this item supports the goals identified within the District’s Strategic Plan.

**RECOMMENDATION**

It is recommended the Board of Education approve the revision of Board Policy 2140 Administration—Evaluation of the Superintendent.

**FISCAL IMPACT**

None.

WMJ:pk

## **EVALUATION OF THE SUPERINTENDENT**

The Board of Education shall annually conduct a formal evaluation of the Superintendent's performance in order to assess his/her effectiveness in leading the District toward established goals. ~~The Board and Superintendent shall establish an appropriate schedule for the annual evaluation process.~~

Evaluation criteria shall be based on PROFESSIONAL STANDARDS AND PROGRESS MADE ON district goals ~~and success indicators~~ AS agreed upon by the Board and Superintendent prior to the evaluation. The evaluation shall provide commendations in areas of strength, provide recommendations for improving effectiveness, and serve as a basis for making decisions about salary increases and/or contract extension.

The Board and Superintendent shall annually consider what evaluation method(s) will best serve the District and agree on the specific written instrument to be used AND ESTABLISH AN APPROPRIATE SCHEDULE FOR THE ANNUAL EVALUATION PROCESS.

Prior to the evaluation, the Superintendent shall be responsible for preparing and distributing to the Board for its review a report of progress toward district goals, the Superintendent's self-appraisal of accomplishments and performance, and a review of action taken to address any Board recommendations from the previous evaluation.

The Board shall also review the Superintendent's current contract and any relevant board policies.

### **Performance Objectives**

~~The~~ IN ADDITION TO THE PROFESSIONAL STANDARDS, THE Board and Superintendent ~~shall~~ MAY annually agree upon a limited number of objectives RELATED TO THE DISTRICT GOALS, which shall be used to evaluate the Superintendent's performance.

These objectives shall ~~reflect~~ ADDRESS THE established DISTRICT goals and needs of the District ~~with regard to~~ IN AREAS SUCH AS the educational program, personnel, operations, management, community relations, board/superintendent relations, and professional leadership. ~~For each objective, the Board and Superintendent shall identify in writing the activities to be performed, expected results and timelines, and resources or constraints which may affect achievement.~~

## **EVALUATION OF THE SUPERINTENDENT (cont.)**

### **Evaluation Process**

#### **OPTION 1: CONSENSUS PROCESS**

Each Board member shall independently rate the Superintendent's performance ~~in~~ FOR each ~~performance~~ PROFESSIONAL STANDARD, PROGRESS ON GOALS AND, IF AGREED UPON, FOR EACH objective.

The Board shall ~~examine~~ MEET AND DISCUSS all Board members' ratings and reach a consensus upon the evaluation of each PROFESSIONAL STANDARD AND EACH performance objective. IF A CONSENSUS CANNOT BE REACHED, ALL RATINGS WILL BE INCLUDED IN THE WRITTEN EVALUATION. The Board President or designee shall then develop a single evaluation representing the Board's collective judgment and provide a copy to the Superintendent for his/her response. THE EVALUATION SHALL INCLUDE THE RATINGS, AS WELL AS THE COMMENTS PROVIDED BY BOARD MEMBERS.

The Board shall meet in closed session with the Superintendent to discuss the evaluation AND JOINTLY IDENTIFY PERFORMANCE OBJECTIVES FOR THE NEXT YEAR. (Government Code 54957)

The Superintendent shall have an opportunity to ask questions, respond verbally, and/or in writing, to the evaluation, and present additional evidence of his/her performance or district progress. THE BOARD MAY CONSIDER MODIFICATIONS TO THE EVALUATION BASED ON THE SUPERINTENDENT'S RESPONSE.

The Board President and Superintendent shall sign the evaluation as evidence that the evaluation has been discussed. The Superintendent shall place the evaluation in his/her personnel file.

#### **OPTION 2: REPORTING INDIVIDUAL BOARD MEMBER RATINGS AND COMMENTS**

EACH BOARD MEMBER SHALL INDEPENDENTLY RATE THE SUPERINTENDENT'S PERFORMANCE FOR ~~After each evaluation has been completed, the Board may meet in open session to~~ PROFESSIONAL STANDARD, PROGRESS ON GOALS AND, IF AGREED UPON, FOR EACH OBJECTIVE.

THE BOARD SHALL MEET AND DISCUSS ALL BOARD MEMBERS' RATINGS. AFTER DISCUSSION, EACH BOARD MEMBER WILL give the Board PRESIDENT HIS OR HER FINAL RATINGS.

## **EVALUATION OF THE SUPERINTENDENT (cont.)**

THE BOARD PRESIDENT OR DESIGNEE SHALL THEN DEVELOP A SINGLE EVALUATION. THE EVALUATION SHALL INCLUDE THE RATINGS, AS WELL AS THE COMMENTS PROVIDED BY INDIVIDUAL BOARD MEMBERS.

THE BOARD SHALL MEET IN CLOSED SESSION WITH THE ~~and~~ Superintendent ~~an~~ opportunity to DISCUSS THE EVALUATION AND jointly identify performance ~~goals~~ OBJECTIVES for the next year. (GOVERNMENT CODE 54957)

THE SUPERINTENDENT SHALL HAVE AN OPPORTUNITY TO ASK QUESTIONS, RESPOND VERBALLY, AND/OR IN WRITING, TO THE EVALUATION, AND PRESENT ADDITIONAL EVIDENCE OF HIS/HER PERFORMANCE OR DISTRICT PROGRESS. THE BOARD MAY CONSIDER MODIFICATIONS TO THE EVALUTION BASED ON THE SUPERINTENDENT'S RESPONSE.

THE BOARD PRESIDENT AND SUPERINTENDENT SHALL SIGN THE EVALUATION AS EVIDENCE THAT THE EVALUATION HAS BEEN DISCUSSED. THE SUPERINTENDENT SHALL PLACE THE EVALUATION IN HIS/HER PERSONNEL FILE.

(cf. 0000 - Vision)  
(cf. 2110 - Superintendent Responsibilities and Duties)  
(cf. 2111 - Superintendent Governance Standards)  
(cf. 2121 - Superintendent's Contract)  
(cf. 4112.6/4212.6/4312.6 - Personnel Files)  
(cf. 9000 - Role of the Board)  
(cf. 9005 - Governance Standards)  
(cf. 9321 - Closed Session Purposes and Agendas)  
(cf. 9400 - Board Self-Evaluation)

### **Legal Reference:**

#### EDUCATION CODE

44660-44663 Evaluation and Assessment of Performance

#### GOVERNMENT CODE

54957 Closed Session, Personnel Matters

### **Management Resources:**

#### CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Maximizing School Board Governance: Superintendent Evaluation, 2004

#### WEBSITES

Association of California School Administrators: [www.acsa.org](http://www.acsa.org)

CSBA, Single District Governance Services: [www.csba.org](http://www.csba.org)

## **CHINO VALLEY UNIFIED SCHOOL DISTRICT**

Policy Adopted: August 21, 2008

REVISED:

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

Student Achievement • Safe Schools • Positive School Climate  
Humility • Civility • Service

**DATE:** May 19, 2016  
**TO:** Members, Board of Education  
**FROM:** Wayne M. Joseph, Superintendent  
**PREPARED BY:** Julie Gobin, Director, Communications  
**SUBJECT: 2016 SENIOR SCHOLARSHIP RECIPIENTS**

=====

**BACKGROUND**

At its May 5, 2016 meeting, the Board accepted a donation from School Portraits by Adams Photography, Inc., the host of the District’s Seventh Annual Golf Tournament held on November 13, 2015, where \$30,329.29 was raised. With carryover funds of approximately \$20,000.00 from the 2014/2015 school year, the District is able to distribute a total of \$50,000.00 in scholarships this year to graduating seniors.

Each high school senior was given the opportunity to apply for one of three different scholarships. The attributes needed to demonstrate eligibility to receive one of these scholarships were achievement of an overall grade point average of 3.8 or higher, a need for financial assistance, an outstanding attendance record, and/or participation in school activities that promote good citizenship. The \$1,000.00 scholarship categories include the Superintendent’s Award, President’s Award, and Spirit of Chino Valley Unified School District Award.

The following students were selected to receive the senior scholarships.

<b><i>School</i></b>	<b><i>Superintendent’s Award</i></b>	<b><i>President’s Award</i></b>	<b><i>Spirit of Chino Valley Unified School District Award</i></b>
Ayala HS	Terry Chern Serene Liu	Jia Yuee Chiao Douglas Keziah Howard Dong Phillip Kim	Myra Zhan Joseph Nguyen Rebeca Ruiz Jordan Charles



<b>School</b>	<b>Superintendent's Award</b>	<b>President's Award</b>	<b>Spirit of Chino Valley Unified School District Award</b>
Buena Vista HS	Steven Beadle Elena Urrutia	Mikayla Curtis Destiny Miguel David Jimenez Selena Garcia	Hector Rico Manuel Wicker Keren Saldana Christine Bocardo
Chino HS	Angel Martinez Wyatt Jackson	Cody Davis Jessica Lin Alyssa I.Munoz Jennifer Gonzalez	Marcos Amancio Hayley Wishner Demitri Echevarria Prescott Delzell
Chino Hills HS	Natalie Ma Brandon Williams	Brianna Acosta Paul Locher Julia Dudley Caleb Arreola	Gio Louis Magbag Maureen Tang Robert Sensi Naedum DomNwachukwu
Don Lugo HS	Meghna Patel Christian Fausto	Riya Patel Kenneth Chavez Hannah Hernandez Jesse Munguia	Alexis Madrid Alejandro Vargas Cassidy Adams Devin Collins

Approval of this item supports the goals identified within the District's Strategic Plan.

**RECOMMENDATION**

It is recommended the Board of Education approve the 2016 senior scholarship recipients.

**FISCAL IMPACT**

\$50,000.00 to the Golf Tournament District Scholarship Fund.

WMJ:JG:bd

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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Humility • Civility • Service

**DATE:** May 19, 2016  
**TO:** Members, Board of Education  
**FROM:** Wayne M. Joseph, Superintendent  
**PREPARED BY:** Sandra H. Chen, Assistant Superintendent, Business Services  
Liz Pensick, Director, Business Services  
**SUBJECT: WARRANT REGISTER**

=====

**BACKGROUND**

Education Code 42650 requires the Board to approve and/or ratify all warrants. These payments are made in the form of warrants, and the warrant (check) form is approved by the County Superintendent.

All items listed are within previously budgeted amounts. There is no fiscal impact beyond currently available appropriations.

Approval of this item supports the goals identified within the District's Strategic Plan.

**RECOMMENDATION**

It is recommended the Board of Education approve/ratify the warrant register, provided under separate cover.

**FISCAL IMPACT**

\$2,522,779.31 to all District funding sources.

WMJ:SHC:LP:wc

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** May 19, 2016  
**TO:** Members, Board of Education  
**FROM:** Wayne M. Joseph, Superintendent  
**PREPARED BY:** Sandra H. Chen, Assistant Superintendent, Business Services  
Liz Pensick, Director, Business Services  
**SUBJECT: FUNDRAISING ACTIVITIES**

=====

**BACKGROUND**

Board Policy 3452 Business and Noninstructional Operations – Student Activity Funds and Board Policy 1230 Community Relations – School Connected Organizations require that fundraising activities be submitted to the Board of Education for approval.

Approval of this item supports the goals identified within the District’s Strategic Plan.

**RECOMMENDATION**

It is recommended the Board of Education approve/ratify the fundraising activities.

**FISCAL IMPACT**

None.

WMJ:SHC:LP:wc

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**May 19, 2016**

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<b><u>Borba ES</u></b>		
ASB	Spirit Wear Sale	8/10/16 - 6/1/17
ASB	Catalog Sale	9/1/16 - 9/30/16
ASB	Book Fair	10/3/16 - 10/28/16
ASB	Book Fair	3/1/17 - 3/31/17
ASB	Memory Book Sale	2/1/17 - 6/1/17
<b><u>Cattle ES</u></b>		
PFA	It's Yogurt Family Nights Out	8/15/16 - 8/19/16
ASB	Pencil Sale	8/22/16 - 5/19/17
PFA	Mountain Mike's Family Night Out	9/12/16 - 9/16/16
PFA	McDonald's Family Night Out	10/12/16
<b><u>Eagle Canyon ES</u></b>		
ASB	Agenda Sale	8/11/16 - 5/31/17
<b><u>Hidden Trails ES</u></b>		
PTA	PTA Membership Drive	8/12/16 - 5/31/17
PTA	Spirit Wear Sale	8/12/16 - 5/31/17
PTA	After School Snack Sale	8/15/16 - 5/31/17
PTA	Holiday Book Fair	12/5/16 - 12/9/16
<b><u>Marshall ES</u></b>		
ASB	Jog-A-Thon	2/10/17 - 2/28/17
<b><u>Rhodes ES</u></b>		
PEP Club	Juice-It-Up Coupon Book Sale	8/15/16 - 9/30/16
PEP Club	Carl's Jr. Coupon Book Sale	8/15/16 - 9/30/16
<b><u>Rolling Ridge ES</u></b>		
ASB - 6th Grade	Recycling Program	8/15/16 - 6/1/17
ASB - 6th Grade	After School Juice-It-Up Sale	8/15/16 - 6/1/17

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**May 19, 2016**

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<b><u>Rolling Ridge ES</u></b> (cont.)		
ASB - 6th Grade	Yearbook Dedication Sale	8/15/16 - 6/1/17
ASB - General	Pencil Sale	8/15/16 - 6/30/17
ASB - General	Box Tops for Education	8/15/16 - 6/30/17
ASB - 6th Grade	Family Fun Night Concessions	10/21/16
ASB - 6th Grade	Holiday Boutique	11/29/16 - 12/1/16
ASB - General	Pennies for Patients	1/30/17 - 2/17/17
ASB - General	Valentine Gram Sale	2/1/17 - 2/15/17
ASB - General	Autism Speaks Donation Drive	4/16/17 - 4/21/17
ASB - 6th Grade	Spring Program Concessions	5/24/17
<b><u>Cal Aero K-8</u></b>		
Flight Crew	Fall Carnival	9/16/16
<b><u>Ramona JHS</u></b>		
ASB	Agenda Sale	8/8/16 - 6/1/17
<b><u>Ayala HS</u></b>		
Forensics Club	Pacific Fish Grill Family Night Out	5/20/16
Summer Camp Boosters	Youth Summer Camps	5/20/16 - 7/30/16
Indie Pictures Club	Polynesian Luau DVD Sale	5/21/16 - 6/30/16
BAC Boosters	Spirit Day at the Habit Burger Grill	5/24/16
Spoken Word Poetry	Chipotle Family Night Out	5/24/16
Wrestling Boosters	Active Socks Sale	5/25/16
Football Boosters	Smoothie Sale at Spring Football Game	6/3/16
BAC Boosters	Spirit Day at Frostbites	6/7/16
Athletics	High School Summer Camps	6/13/16 - 7/30/16
BAC Boosters	Junior Color Guard Camp	6/20/16 - 6/23/16
Spirit Boosters	Spirit Day at Project Pie	6/22/16
<b><u>Chino Hills HS</u></b>		
Club Ed	After School Italian Ice Sale	5/25/16
Football Boosters	Discount Card Sale	6/1/16 - 10/1/16
Music Committee	Apparel Sale	6/1/16 - 6/1/17

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**May 19, 2016**

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<b><u>Chino Hills HS</u></b> (cont.)		
Volleyball	Freshman Volleyball Clinic	6/17/16 - 6/18/16
Football Boosters	Football Summer Camp	7/5/16 - 8/10/16
Theater Club	Summer Bridge for Youth	7/11/16 - 7/15/16
Boys Soccer	Youth Soccer Summer Camp	7/11/16 - 7/22/16
Boys Soccer	Boys Soccer High School Camp	7/11/16 - 7/22/16
Aquatics Committee	Summer Swim Camp	7/11/16 - 8/4/16
Aquatics Committee	Summer Water Polo Camp	7/11/16 - 8/4/16
Music Committee	Penny Wars	7/28/16 - 8/11/16
Football Boosters	On Campus Friday Concession Stands	8/1/16 - 12/31/16
Football Boosters	Football Games Parking	8/15/16 - 1/31/17
Music Committee	Newspaper Sale	10/12/16 - 11/3/16
Boys Soccer	Christmas Tree Sale	10/12/16 - 12/3/16
Music Committee	Drumline Finals Viewing Party Wristband Sale	4/22/17

**Don Lugo HS**

Spirit Boosters	Dance-A-Thon	5/27/16
Performing Arts Boosters	Mountain Mike's Family Night Out	6/14/16
Performing Arts Boosters	Fireworks Booth	7/1/16 - 7/4/16
Band Boosters	Fireworks Booth	7/1/16 - 7/4/16
Band Boosters	Booth at Summer Thursdays Concerts	7/1/16 - 8/1/16
Band Boosters	Mama Pucci's Ice Cream Family Night Out	7/21/16
Band Boosters	Frostbites Family Night Out	8/18/16
We Remember	Donation Drive	8/30/16 - 5/1/17
Band Boosters	Los Angeles County Fair Ticket Sale	9/1/16 - 9/30/16
Band Boosters	John's Incredible Pizza Family Night Out	9/15/16
We Remember	T-Shirt Sale	10/1/16 - 4/30/17
Band Boosters	Off Campus Candy Apple Sale	10/3/16 - 10/14/16
Band Boosters	Chipotle Family Night Out	10/20/16
Band Boosters	Subway Family Night Out	11/17/16
Band Boosters	IHOP Family Night Out	1/20/17
Band Boosters	Philly's Best Family Night Out	2/17/17
Band Boosters	Straw Hat Pizza Family Night Out	3/17/17
We Remember	Applebee's Flapjack Breakfast	3/18/17
Band Boosters	Pieology Family Night Out	4/20/17
Band Boosters	Chili's Family Night Out	5/18/17
Band Boosters	El Pollo Loco Family Night Out	6/21/17

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

Student Achievement • Safe Schools • Positive School Climate  
Humility • Civility • Service

**DATE:** May 19, 2016  
**TO:** Members, Board of Education  
**FROM:** Wayne M. Joseph, Superintendent  
**PREPARED BY:** Sandra H. Chen, Assistant Superintendent, Business Services  
Liz Pensick, Director, Business Services  
**SUBJECT: DONATIONS**

=====

**BACKGROUND**

Board Policy 3290 Business and Noninstructional Operations - Gifts, Grants, and Bequests states the Board of Education may accept any bequest or gift of money or property on behalf of the District. All gifts, grants, and bequests shall become property of the District. Use of the gift shall not be impaired by restrictions or conditions imposed by the donor.

Approximate values are determined by the donor.

Approval of this item supports the goals identified within the District's Strategic Plan.

**RECOMMENDATION**

It is recommended the Board of Education accept the donations.

**FISCAL IMPACT**

Any cost for repairs of donated equipment will be a site expense.

WMJ:SHC:LP:wc

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**May 19, 2016**

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<b><u>Behavior Intervention Program</u></b>		
Costco	Costco Gift Card	\$25.00
Sprouts	Sprouts Gift Card	\$50.00
Coffee Bean & Tea Leaf	Coffee and Tea	\$150.00
<b><u>Purchasing</u></b>		
Exel Inc.	Conference Tables	\$103,598.00
Exel Inc.	Guest & Task Chairs	\$543,075.00
<b><u>Dickey ES</u></b>		
Target	Cash	\$192.61
<b><u>Dickson ES</u></b>		
Box Tops for Education	Cash	\$436.80
<b><u>Hidden Trails ES</u></b>		
Hidden Trails PTA	Cash	\$298.55
<b><u>Oak Ridge ES</u></b>		
Mrs. Morgan	Cash	\$20.00
A. C. Serrato	Cash	\$20.00
Rosa Shiroiski	Cash	\$20.00
<b><u>Wickman ES</u></b>		
Wells Fargo	Cash	\$69.98
Wickman PTO	Cash	\$3,626.00
<b><u>Briggs K-8</u></b>		
Target	Cash	\$684.59
Briggs PFA	Cash	\$820.23



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**May 19, 2016**

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<b><u>Cal Aero K-8</u></b>		
Cal Aero PTO	Cash	\$500.00
<b><u>Canyon Hills JHS</u></b>		
Canyon Hills PTSA	Cash	\$2,046.60
<b><u>Townsend JHS</u></b>		
Pepsi Bottling Group	Cash	\$197.75
<b><u>Ayala HS</u></b>		
Bottling Group LLC	Cash	\$275.85
<b><u>Chino HS</u></b>		
Chino Valley Medical Center	Cash	\$1,000.00
<b><u>Don Lugo HS</u></b>		
Jennifer Kingston	Cash	\$25.00
Shanette Encarnacion	Cash	\$45.00
Patricia Veliz Gilbert	Cash	\$50.00
Huston Nash Gilbert III	Cash	\$100.00
T & N Procaccino	Cash	\$100.00
Beau Santana, Jr.	Cash	\$100.00
Sasabes Sportswear International	Cash	\$125.00
Robert & Erin Grebel	Cash	\$150.00
Bragg Companies	Cash	\$200.00

**Chino Valley Unified School District**

**Our Motto:**

Student Achievement • Safe Schools • Positive School Climate  
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**DATE:** May 19, 2016  
**TO:** Members, Board of Education  
**FROM:** Wayne M. Joseph, Superintendent  
**PREPARED BY:** Jeanette Chien, Ed.D., Asst. Superintendent, Educational Services  
Stephanie Johnson, Director, Student Support Services  
**SUBJECT: STUDENT EXPULSION CASES 15/16-31, 15/16-36, AND 15/16-41**

=====

**BACKGROUND**

The Board of Education has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to him/herself or others.

A student may be expelled only by the Board of Education. The Board shall expel, as required by law, any student found to have committed certain offenses listed in Education Code 48915.

Approval of this item supports the goals identified within the District's Strategic Plan.

**RECOMMENDATION**

Based upon the recommendation of the Expulsion Hearing Administrative Panel, it is recommended the Board of Education approve the student expulsion cases 15/16-31, 15/16-36, and 15/16-41.

**FISCAL IMPACT**

None.

WMJ:JC:SJ:lmc

**Chino Valley Unified School District**

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**DATE:** May 19, 2016  
**TO:** Members, Board of Education  
**FROM:** Wayne M. Joseph, Superintendent  
**PREPARED BY:** Jeanette Chien, Ed.D., Asst. Superintendent, Educational Services  
**SUBJECT: SCHOOL-SPONSORED TRIPS**

=====

**BACKGROUND**

The Board of Education recognizes that school-sponsored trips are an important component of a student’s development and supplement and enrich the classroom learning experience. School-sponsored trips may be conducted in connection with the District’s course of study or school related social, educational, cultural, athletic, school band activities, or other extracurricular or cocurricular activities. Resources will be identified and established at the school site to assist economically disadvantaged students in obtaining funding for field trips and, in some cases, student travel.

Field trips that require overnight stay or are in excess of 250 miles (one way) require board approval.

Approval of this item supports the goals identified within the District’s Strategic Plan.

**RECOMMENDATION**

It is recommended the Board of Education approve/ratify the following school-sponsored trips:

<b>School-Sponsored Trips</b>	<b>Date</b>	<b>Fiscal Impact</b>
Site: Cortez ES Event: Outdoor Science School Place: Twin Peaks, CA Chaperone Ratio: 80 students/10 chaperones	May 20-23, 2017	Cost: \$240.00 per student Funding Source: Parents
Site: Ayala HS Event: CIF State Swim Championships Place: Fresno, CA Chaperone Ratio: 10 students/3 chaperones	May 19-21, 2016	Cost: \$95.00 per student Funding Source: Parents

<b>School-Sponsored Trips</b>	<b>Date</b>	<b>Fiscal Impact</b>
Site: Ayala HS Event: Arizona State/Texas A&M Team Camp Place: Tempe, AZ Chaperone Ratio: 12 students/2 chaperones	June 16-28, 2016	Cost: \$327.83 per student Funding Source: USB
Site: Ayala HS Event: San Diego Classic Tournament Place: San Diego, CA Chaperone Ratio: 12 students/2 chaperones	June 30-July 13, 2016	Cost: \$291.25 per student Funding Source: AHS Girls Basketball Boosters/USB
Site: Ayala HS Event: Rumble at the Rock Tournament Place: Morro Bay, CA Chaperone Ratio: 12 students/2 chaperones	July 13-17, 2016	Cost: \$61.50 per student Funding Source: USB
Site: Ayala HS Event: Spirit Camp Place: Costa Mesa, CA Chaperone Ratio: 65 students/6 chaperones plus camp staff	July 28-31, 2016	Cost: \$390.00 per student Funding Source: Parents
Site: Chino HS Event: Cross-Country Summer Camp Place: Big Bear Lake, CA Chaperone Ratio: 30 students/6 chaperones	July 18-21, 2016	Cost: \$150.00 per student Funding Source: Parents

## **FISCAL IMPACT**

None.

WMJ:JC:Imc

**Chino Valley Unified School District**

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**DATE:** May 19, 2016  
**TO:** Members, Board of Education  
**FROM:** Wayne M. Joseph, Superintendent  
**PREPARED BY:** Jeanette Chien, Ed.D., Asst. Superintendent, Educational Services  
**SUBJECT: COMPREHENSIVE SCHOOL SAFETY PLAN**

=====

**BACKGROUND**

The Board recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and to creating a positive learning environment that includes strategies for violence prevention and high expectations for student conduct, responsible behavior, and respect for others.

The school site council at each district school shall develop a comprehensive school safety plan relevant to the needs and resources of that particular school. New school campuses shall develop a safety plan within one year of initiating operations. (Education Code 32281, 32286)

The school safety plan shall take into account the school's staffing, available resources, and building design, as well as other factors unique to the site.

Each school shall forward its comprehensive safety plan to the Board for approval. (Education Code 32288)

Approval of this item supports the goals identified within the District's Strategic Plan.

**RECOMMENDATION**

It is recommended the Board of Education approve the Comprehensive School Safety Plan for each District school.

**FISCAL IMPACT**

None.

WMJ:JC:lmc

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

Student Achievement • Safe Schools • Positive School Climate  
Humility • Civility • Service

**DATE:** May 19, 2016  
**TO:** Members, Board of Education  
**FROM:** Wayne M. Joseph, Superintendent  
**PREPARED BY:** Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations  
**SUBJECT: PURCHASE ORDER REGISTER**

=====

**BACKGROUND**

Board Policy 3310 Business and Noninstructional Operations – Purchasing requires approval/ratification of purchase orders by the Board of Education. A purchase order is a legal contract between a district and vendor, containing a description of each item listed and/or a statement to the effect that supplies, equipment or services furnished herewith shall be in accordance with specifications and conditions.

Purchase orders represent a commitment of funds. No item on this register will be processed unless within budgeted funds. The actual payment for the services or materials is made with a warrant (check) and reported on the warrant register report.

Approval of this item supports the goals identified within the District’s Strategic Plan.

**RECOMMENDATION**

It is recommended the Board of Education approve/ratify the purchase order register, provided under separate cover.

**FISCAL IMPACT**

\$753,686.09 to all District funding sources.

WMJ:GJS:pw

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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Humility • Civility • Service

**DATE:** May 19, 2016  
**TO:** Members, Board of Education  
**FROM:** Wayne M. Joseph, Superintendent  
**PREPARED BY:** Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations  
**SUBJECT: AGREEMENTS FOR CONTRACTOR/CONSULTANT SERVICES**

=====

**BACKGROUND**

All contracts between the District and outside agencies shall conform to standards required by law and shall be prepared under the direction of the Superintendent or designee. To be valid or to constitute an enforceable obligation against the District, all contracts must be approved and/or ratified by the Board of Education.

Approval of this item supports the goals identified within the District's Strategic Plan.

**RECOMMENDATION**

It is recommended the Board of Education approve/ratify the Agreements for Contractor/Consultant Services.

**FISCAL IMPACT**

As indicated.

WMJ:GJS:pw

<b>SUPERINTENDENT</b>	<b>FISCAL IMPACT</b>
<b>S-1617-001 Margaret A. Chidester &amp; Associates.</b> To provide legal services. Submitted by: Superintendent Duration of Agreement: July 1, 2016 – June 30, 2017	Contract Amount: Per rate sheet/fee schedule Funding Source: General Fund

<b>CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT</b>	<b>FISCAL IMPACT</b>
<b>CIIS-1516-086 C2 Education.</b> To provide PSAT practice and coaching. Submitted by: Assessment and Instructional Technology Duration of Agreement: May 20, 2016 – June 30, 2017	Contract Amount: \$4,200.00 Funding Source: LCAP
<b>CIIS-1516-087 UCLA Center X.</b> To provide professional learning program for secondary history/social studies. Submitted by: Secondary Curriculum Duration of Agreement: May 20, 2016 – June 30, 2017	Contract Amount: \$50,080.00 Funding Source: 1 TIME Funds
<b>CIIS-1516-088 Logos Education System.</b> To provide secondary teachers professional learning support in the science content areas. Submitted by: Secondary Curriculum Duration of Agreement: May 20, 2016 – June 30, 2017	Contract Amount: \$5,000.00 Funding Source: 1 TIME Funds

<b>EDUCATIONAL SERVICES</b>	<b>FISCAL IMPACT</b>
<b>ES-1617-001 Alpha Vista Services, Inc.</b> To provide speech, occupational therapists and psychologists. Submitted by: Special Education Duration of Agreement: July 1, 2016 – June 30, 2017	Contract Amount: \$100,000.00 Funding Source: Special Education
<b>ES-1617-002 Autism Spectrum Therapies, Inc.</b> To provide autism therapy. Submitted by: Special Education Duration of Agreement: July 1, 2016 – June 30, 2017	Contract Amount: \$120,000.00 Funding Source: Special Education
<b>ES-1617-003 Center for Autism and Related Disorders.</b> To provide autism therapy. Submitted by: Special Education Duration of Agreement: July 1, 2016 – June 30, 2017	Contract Amount: \$100,000.00 Funding Source: Special Education
<b>ES-1617-004 Communicaide.</b> To provide interpreters, translators and American sign language services. Submitted by: Special Education Duration of Agreement: July 1, 2016 – June 30, 2017	Contract Amount: \$25,000.00 Funding Source: Special Education
<b>ES-1617-005 Extensive Therapy.</b> To provide speech and language services. Submitted by: Special Education Duration of Agreement: July 1, 2016 – June 30, 2017	Contract Amount: \$500,000.00 Funding Source: Special Education
<b>ES-1617-006 Haven Psychological Associates.</b> To provide behavior consultants. Submitted by: Special Education Duration of Agreement: July 1, 2016 – June 30, 2017	Contract Amount: \$100,000.00 Funding Source: Special Education
<b>ES-1617-007 My Therapy Company, LLC.</b> To provide speech, language, and special education teachers, occupational therapists and psychologists. Submitted by: Special Education Duration of Agreement: July 1, 2016 – June 30, 2017	Contract Amount: \$100,000.00 Funding Source: Special Education



EDUCATIONAL SERVICES	FISCAL IMPACT
<b>ES-1617-008 NJA Therapy Services, Inc.</b> To provide occupational therapists. Submitted by: Special Education Duration of Agreement: July 1, 2016 – June 30, 2017	Contract Amount: \$50,000.00 Funding Source: Special Education
<b>ES-1617-009 New World Language Services, Inc.</b> To provide interpreters, translators and American sign language services. Submitted by: Special Education Duration of Agreement: July 1, 2016 – June 30, 2017	Contract Amount: \$175,000.00 Funding Source: Special Education
<b>ES-1617-010 Pacific Coast Speech.</b> To provide speech and language services/teachers. Submitted by: Special Education Duration of Agreement: July 1, 2016 – June 30, 2017	Contract Amount: \$1,950,000.00 Funding Source: Special Education
<b>ES-1617-011 Pristine Rehab Care.</b> To provide speech and occupational therapist services. Submitted by: Special Education Duration of Agreement: July 1, 2016 – June 30, 2017	Contract Amount: \$195,000.00 Funding Source: Special Education
<b>ES-1617-012 Russo, Fleck and Associates.</b> To provide occupational therapist services. Submitted by: Special Education Duration of Agreement: July 1, 2016 – June 30, 2017	Contract Amount: \$400,000.00 Funding Source: Special Education
<b>ES-1617-013 Speak Up.</b> To provide speech and language therapy. Submitted by: Special Education Duration of Agreement: July 1, 2016 – June 30, 2017	Contract Amount: \$3,000.00 Funding Source: Special Education
<b>ES-1617-014 Therapy Mantra, Inc.</b> To provide speech, language and occupational therapist services. Submitted by: Special Education Duration of Agreement: July 1, 2016 – June 30, 2017	Contract Amount: \$750,000.00 Funding Source: Special Education
<b>ES-1617-015 Sierra Madre Learning Center Total Programs.</b> To provide 1:1 aide services. Submitted by: Special Education Duration of Agreement: July 1, 2016 – June 30, 2017	Contract Amount: \$100,000.00 Funding Source: Special Education
<b>ES-1617-016 Staff Rehab.</b> To provide occupational therapy, speech and language pathology, psychologists, nurses and teaching staff. Submitted by: Special Education Duration of Agreement: July 1, 2016 – June 30, 2017	Contract Amount: \$100,000.00 Funding Source: Special Education
<b>ES-1617-017 Ukes Communication Services.</b> To provide speech and language services. Submitted by: Special Education Duration of Agreement: July 1, 2016 – June 30, 2017	Contract Amount: \$250,000.00 Funding Source: Special Education
<b>ES-1617-018 Visiting Nurses Association.</b> To provide licensed vocational nursing services. Submitted by: Special Education Duration of Agreement: July 1, 2016 – June 30, 2017	Contract Amount: \$60,000.00 Funding Source: Special Education
<b>ES-1617-019 Z &amp; S Tutoring.</b> To provide tutoring services. Submitted by: Special Education Duration of Agreement: July 1, 2016 – June 30, 2017	Contract Amount: \$5,000.00 Funding Source: Special Education

<b>MASTER CONTRACTS</b>	<b>FISCAL IMPACT</b>
<p><b>MC-1516-126 Everblooming Floral &amp; Gift.</b>            To provide graduation floral arrangements and sales.            Submitted by: CHS/Purchasing Department            Duration of Agreement: May 20, 2016 – June 30, 2019</p>	<p>Contract Amount: Per rate sheet/fee schedule            Funding Source: ASB/PFA/PTA, Boosters</p>
<p><b>MC-1516-127 Pacific Fund Raisers, Inc.</b>            To provide fund raising and prize opportunities at school sites.            Submitted by: Walnut ES/Purchasing Dept.            Duration of Agreement: May 20, 2016 – June 30, 2019</p>	<p>Contract Amount: Per rate sheet            Funding Source: ASB/PFA/PTA, Boosters</p>

<b>APPROVED CONTRACT TO BE AMENDED</b>	<b>AMENDMENT</b>
<p><b>B-1516-009 American Fidelity Assurance Company.</b>            To provide ACA employer reporting services; and time and eligibility services.            Submitted by: Business Services            Duration of Agreement: September 18, 2015 – June 30, 2016            Original Agreement Board Approved: September 17, 2015</p>	<p>Increase contract amount by \$33,405.00 to \$40,000.00.            Funding Source: General Fund</p>

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

Student Achievement • Safe Schools • Positive School Climate  
Humility • Civility • Service

**DATE:** May 19, 2016  
**TO:** Members, Board of Education  
**FROM:** Wayne M. Joseph, Superintendent  
**PREPARED BY:** Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations  
**SUBJECT: SURPLUS/OBSOLETE PROPERTY**

=====

**BACKGROUND**

The Board of Education recognizes that the District may own personal property which is unusable, obsolete, or no longer needed by the District. The Superintendent or designee shall arrange for the sale or disposal of District personal property in accordance with Board policy and the requirements of Education Code 17545.

Lists of surplus items are emailed to the Facilities/Planning Department to be placed on an upcoming Board agenda. After Board approval, items may be picked up by District warehouse or a liquidation company for public auction. Proceeds of the sale are deposited into the General Fund.

Approval of this item supports the goals identified within the District's Strategic Plan.

**RECOMMENDATION**

It is recommended the Board of Education declare the District property surplus/obsolete and authorize staff to sell/dispose of said property.

**FISCAL IMPACT**

Increase to the General Fund from proceeds of sale.

WMJ:GJS:pw

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**SURPLUS/OBSOLETE PROPERTY**  
May 19, 2016

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Shredder	Fellowes		Facilities
Netbook	Dell	H5D97P1	Special Ed.
Monitor	Apple	19944	Walnut ES
Speakers (2)	Harmon/Kardon	HK195	Walnut ES
Tower Hard Drive	Pentium	G99004870004	Walnut ES
Monitor	Shamrock	93CLBoo46274	Walnut ES
Keyboard	Big Keys	2305	Walnut ES

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**DATE:** May 19, 2016  
**TO:** Members, Board of Education  
**FROM:** Wayne M. Joseph, Superintendent  
**PREPARED BY:** Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations  
**SUBJECT: BID 15-16-02, DISTRICT DELIVERY VEHICLES**

=====

**BACKGROUND**

Public Contract Code 20111(a) requires that contracts for equipment, materials, and supplies exceeding \$87,800.00 be legally advertised and awarded to the lowest responsible bidder, who shall have such surety as the Board requires.

A Notice to Contractors Calling for Bids for Bid 15-16-02, District Delivery Vehicles, was published in the Inland Valley Daily Bulletin on February 15 and 22, 2016, and in the Champion Newspapers on February 13 and 20, 2016. Bids were opened at 10:00 a.m. on March 22, 2016. One bid was received from Fritts Ford in the amount of \$337,007.60.

The vehicles requested in this bid were 3 Ford F-650 food service delivery trucks, 1 Ford F-650 warehouse delivery truck, and 1 Ford F-650 dump truck.

Approval of this item supports the goals identified within the District’s Strategic Plan.

**RECOMMENDATION**

It is recommended the Board of Education award Bid 15-16-02, District Delivery Vehicles to Fritts Ford.

**FISCAL IMPACT**

\$258,473.04 to Cafeteria Fund 93.  
\$78,534.56 to General Fund 01.

WMJ:GJS:pw

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**DATE:** May 19, 2016  
**TO:** Members, Board of Education  
**FROM:** Wayne M. Joseph, Superintendent  
**PREPARED BY:** Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations  
Sandy Bernstein, Director, Nutrition Services  
**SUBJECT: BID 15-16-04, CANNED GOODS AND CONDIMENTS**

=====

**BACKGROUND**

Chino Valley USD is a member of the Pomona Valley School Cooperative Purchasing Group (Co-op). The Co-op solicits competitive bids for items commonly used by all members. Membership in this purchasing group increases purchasing power and results in lower pricing for all members. Responsibility for the canned goods and condiments bid is rotated annually among the 13 participating districts; for 2016/2017, Chino Valley USD is the lead District. Other members of the Pomona Valley Co-op are Alta Loma USD, Bonita USD, Chaffey Joint Union HSD, Claremont USD, Colton Joint USD, Jurupa USD, Moreno Valley USD, Ontario-Montclair SD, Pomona USD, Rialto USD, Riverside USD, and Val Verde USD.

Bid 15-16-04, Canned Goods and Condiments, was published in the Inland Valley Daily Bulletin on March 17 and 24, 2016, and in the Champion Newspapers on March 19, 2016. Bids were opened at 2:00 p.m. on April 7, 2016.

Staff recommends the 237 canned goods and condiments bid items be awarded to six vendors: A & R Food Distributors, Bernards Food Industries, Inc., Gold Star Foods, Shamrock Foods Company, Sysco Riverside & Los Angeles, and US Foods. Bid prices are guaranteed July 1, 2016 through June 30, 2017.

Approval of this item supports the goals identified within the District's Strategic Plan.

**RECOMMENDATION**

It is recommended the Board of Education award Bid 15-16-04, Canned Goods and Condiments to A & R Food Distributors, Bernards Food Industries, Inc., Gold Star Foods, Shamrock Foods Company, Sysco Riverside & Los Angeles, and US Foods.

**FISCAL IMPACT**

Estimated \$175,000.00 for canned goods and condiments for the 2016/2017 school year to Cafeteria Fund 93.

WMJ:GJS:SB:pw

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**DATE:** May 19, 2016  
**TO:** Members, Board of Education  
**FROM:** Wayne M. Joseph, Superintendent  
**PREPARED BY:** Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations  
**SUBJECT: BID 15-16-05, INSTALLATION OF NEW SINGLE PLY ROOFING AT VARIOUS SITES**

=====

**BACKGROUND**

Public Contract Code 20111 requires that contracts for public works exceeding \$15,000.00 be legally advertised and awarded to the lowest responsible bidder, who shall have such surety as the Board requires.

A Notice to Contractors Calling for Bids for Bid 15-16-05, Installation of New Single Ply Roofing at Various Sites, was published in the Inland Valley Daily Bulletin on March 16 and 24, 2016, and in the Champion Newspapers on March 19, 2016. Bids were opened at 1:00 p.m. on April 29, 2016. The results are as follows:

<b>Contractor</b>	<b>Bid Amount</b>
Bligh Pacific Inc.	\$1,410,980.00
Letner Roofing Co.	\$1,587,060.00
Best Contracting Services, Inc.	\$1,705,600.00

The basic scope of work for this project includes the removal of existing roofing and installation of insulation to taper toward roof drains and new single ply thermoplastic Sarnifil roofing material with flashing and other related components.

Based on the line item pricing provided by each contractor, it is recommended that the work at Glenmeade ES, Walnut ES, and Professional Development Center I be awarded to Bligh Pacific Inc. in the amount of \$859,948.00; the work at District Offices, Oxford Preparatory Academy, and Magnolia JHS be awarded to Letner Roofing Co., in the amount of \$195,101.00; and the work at Oak Ridge ES be awarded to Best Contracting Services, Inc. in the amount of \$258,100.00 for the total bid amount of \$1,313,149.00.

Approval of this item supports the goals identified within the District's Strategic Plan.



## **RECOMMENDATION**

It is recommended the Board of Education award Bid 15-16-05, Installation of New Single Ply Roofing at Various Sites, to the following contractors for individual school projects as follows: Glenmeade ES, Walnut ES, and Professional Development Center I to Bligh Pacific Inc.; District Offices, Oxford Preparatory Academy, and Magnolia JHS to Letner Roofing Co.; and Oak Ridge ES to Best Contracting Services, Inc.

## **FISCAL IMPACT**

\$1,313,149.00 to RMA Fund 01.

WMJ:GJS:pw

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** May 19, 2016  
**TO:** Members, Board of Education  
**FROM:** Wayne M. Joseph, Superintendent  
**PREPARED BY:** Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations  
**SUBJECT: BID 15-16-06, ASPHALT AND CONCRETE REPLACEMENT AT VARIOUS SITES**

=====

**BACKGROUND**

Public Contract Code 20111 requires that contracts for public works exceeding \$15,000.00 be legally advertised and awarded to the lowest responsible bidder, who shall have such surety as the Board requires.

A Notice to Contractors Calling for Bids for Bid 15-16-06, Asphalt and Concrete Replacement at Various Sites was published in the Inland Valley Daily Bulletin on April 7 and 14, 2016, and in the Champion Newspapers on April 9, 2016. Bids were opened at 1:00 p.m. on April 26, 2016. The results are as follows:

<b>Contractor</b>	<b>Bid Amount</b>
WCCR Construction Inc.	\$344,490.00
Broughton Construction Inc.	\$443,917.00

The basic scope of work for this project includes removing and repairing old asphalt and concrete, applying slurry seal and restriping.

Approval of this item supports the goals identified within the District’s Strategic Plan.

**RECOMMENDATION**

It is recommended the Board of Education award Bid 15-16-06, Asphalt and Concrete Replacement at Various Sites, to WCCR Construction Inc.

**FISCAL IMPACT**

\$344,490.00 to RMA Fund 01.

WMJ:GJS:pw

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** May 19, 2016

**TO:** Members, Board of Education

**FROM:** Wayne M. Joseph, Superintendent

**PREPARED BY:** Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations

**SUBJECT: RESOLUTIONS 2015/2016-64, 2015/2016-65, AND 2015/2016-66 FOR AUTHORIZATION TO UTILIZE PIGGYBACK CONTRACTS**

=====

**BACKGROUND**

Public Contract Code (PCC) 20111 requires school district governing boards to competitively bid and award any contracts involving an expenditure of more than \$86,000.00 to the lowest responsible bidder.

Notwithstanding PCC 20111, PCC 20118 and Administrative Regulation 3311 state that without advertising for bids and upon a determination that it is in the best interest of the District, the Board may authorize District staff by contract, lease, requisition, or purchase order of another public corporation or agency, to lease data-processing equipment, or to purchase materials, supplies, equipment, automotive vehicles, tractors and other personal property for the District in the manner that the other public corporation or agency is authorized to make the leases or purchases from a vendor (piggyback).

Alternatively, if there is an existing contract between a public corporation or agency and a vendor for the lease or purchase of personal property, the District may authorize the lease or purchase of personal property directly to the vendor under the same terms that are available to the public corporation or agency under the contract.

Staff requests approval of the following resolutions to provide authorization for the District to participate by piggyback in contracts as itemized:

<b>Resolution</b>	<b>Contract</b>	<b>Contractor</b>	<b>Description</b>	<b>Term</b>
2015/2016-64	San Gabriel Co-op RFP #15-16-D-001	Driftwood Dairy	Milk, Dairy, Fruit Juice, and Ice Cream Products	7/1/2016-6/30/2017
2015/2016-65	Santa Clarita Valley School Food Services Agency RFP #11-12-31012012-1	Gold Star Foods	Frozen, Refrigerated, Processed Commodity, and Dry Food Products	7/1/2016-6/30/2017

<b>Resolution</b>	<b>Contract</b>	<b>Contractor</b>	<b>Description</b>	<b>Term</b>
2015/2016-66	Pomona Unified School District Bid No. 01(16-17)FN	A & R Food Distributors	Snack Food and Beverages	7/1/2016-6/30/2017

Approval of this item supports the goals identified within the District's Strategic Plan.

### **RECOMMENDATION**

It is recommended the Board of Education adopt Resolutions 2015/2016-64, 2015/2016-65, and 2015/2016-66 for authorization to utilize piggyback contracts.

### **FISCAL IMPACT**

Unknown.

WMJ:GJS:pw

**Chino Valley Unified School District  
Resolution 2015/2016-64  
Authorization to Utilize the San Gabriel Co-op RFP #15-16-D-001  
With Driftwood Dairy  
to Purchase Milk, Dairy, Fruit Juice, and Ice Cream Products  
Through the Piggyback Contract**

**WHEREAS**, the Board of Education (Board) of the Chino Valley Unified School District (District) has determined that a true and very real need exists to procure milk, dairy, fruit juice, and ice cream products for the District;

**WHEREAS**, San Gabriel Co-op currently has a piggyback contract, RFP #15-16-D-001, in accordance with Public Contract Code 20118 with Driftwood Dairy that contains the materials, supplies, equipment and/or other personal property the District currently requires;

**WHEREAS**, the board of education of a school district, without advertising for bids, if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order of any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases from a vendor;

**WHEREAS**, the board of education of a school district is required to make a determination that a purchase and/or lease through a public corporation or agency is in the best interests of the district to take advantage of this exception; and

**WHEREAS**, the Board has determined that it is in the best interest of the District to authorize the purchase of milk, dairy, fruit juice, and ice cream products through the piggyback contract procured by the San Gabriel Co-op RFP #15-16-D-001.

**NOW, THEREFORE, BE IT RESOLVED** the Board hereby finds, determines, and declares as follows:

Section 1. Determination re: Recitals. All of the recitals set forth above are true and correct.

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of milk, dairy, fruit juice, and ice cream products through the piggyback contract originally procured by the San Gabriel Co-op RFP #15-16-D-001 is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of milk, dairy, fruit juice, and ice cream products in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the San Gabriel Co-op RFP #15-16-D-001.

Section 4. Other Actions. The Superintendent or his designee are each hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the purchase, sale, and lease, and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, and that any and all such prior actions by the District's Superintendent, or his designee, are hereby ratified by the Board.

Section 5. Effective Date. This resolution shall be effective as of July 1, 2016, for the term ending June 30, 2017.

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 19th day of May 2016 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINED:

I, Wayne M. Joseph, Secretary of the Chino Valley Unified School District Board of Education, do hereby certify that the foregoing is a full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in the office of said Board.

---

Wayne M. Joseph, Superintendent  
Secretary, Board of Education

**Chino Valley Unified School District  
Resolution 2015/2016-65  
Authorization to Utilize the Santa Clarita Valley School Food Services Agency  
RFP #11-12-31012012-1 With Gold Star Foods  
to Purchase Frozen, Refrigerated, Processed Commodity, and Dry Food Products  
Through the Piggyback Contract**

**WHEREAS**, the Board of Education (Board) of the Chino Valley Unified School District (District) has determined that a true and very real need exists to procure frozen, refrigerated, processed commodity, and dry food products for the District;

**WHEREAS**, Santa Clarita Valley School Food Services Agency currently has a piggyback contract, RFP #11-12-31012012-1, in accordance with Public Contract Code 20118 with Goldstar Foods that contains the materials, supplies, equipment and/or other personal property the District currently requires;

**WHEREAS**, the board of education of a school district, without advertising for bids, if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order of any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases from a vendor;

**WHEREAS**, the board of education of a school district is required to make a determination that a purchase and/or lease through a public corporation or agency is in the best interests of the district to take advantage of this exception; and

**WHEREAS**, the Board has determined that it is in the best interest of the District to authorize the purchase of frozen, refrigerated, processed commodity, and dry food products through the piggyback contract procured by the Santa Clarita Valley School Food Services Agency RFP #11-12-31012012-1.

**NOW, THEREFORE, BE IT RESOLVED** the Board hereby finds, determines, and declares as follows:

Section 1. Determination re: Recitals. All of the recitals set forth above are true and correct.

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of frozen, refrigerated, processed commodity, and dry food products through the piggyback contract originally procured by the Santa Clarita Valley School Food Services Agency RFP #11-12-31012012-1 is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of frozen, refrigerated, processed commodity, and dry food products in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Santa Clarita Valley School Food Services Agency RFP #11-12-31012012-1.

Section 4. Other Actions. The Superintendent or his designee are each hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the purchase, sale, and lease, and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, and that any and all such prior actions by the District's Superintendent, or his designee, are hereby ratified by the Board.

Section 5. Effective Date. This resolution shall be effective as of July 1, 2016, for the term ending June 30, 2017.

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 19th day of May 2016 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINED:

I, Wayne M. Joseph, Secretary of the Chino Valley Unified School District Board of Education, do hereby certify that the foregoing is a full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in the office of said Board.

---

Wayne M. Joseph, Superintendent  
Secretary, Board of Education



**Chino Valley Unified School District  
Resolution 2015/2016-66  
Authorization to Utilize the Pomona Unified School District Bid No. 01(16-17)FN  
With A & R Food Distributors  
to Purchase Snack Food and Beverages  
Through the Piggyback Contract**

**WHEREAS**, the Board of Education (Board) of the Chino Valley Unified School District (District) has determined that a true and very real need exists to procure snack food and beverages for the District;

**WHEREAS**, Pomona Unified School District currently has a piggyback contract, Bid No. 01(16-17)FN, in accordance with Public Contract Code 20118 with A & R Food Distributors that contains the materials, supplies, equipment and/or other personal property the District currently requires;

**WHEREAS**, the board of education of a school district, without advertising for bids, if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order of any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases from a vendor;

**WHEREAS**, the board of education of a school district is required to make a determination that a purchase and/or lease through a public corporation or agency is in the best interests of the district to take advantage of this exception; and

**WHEREAS**, the Board has determined that it is in the best interest of the District to authorize the purchase of snack food and beverages through the piggyback contract procured by the Pomona Unified School District Bid No. 01(16-17)FN.

**NOW, THEREFORE, BE IT RESOLVED** the Board hereby finds, determines, and declares as follows:

Section 1. Determination re: Recitals. All of the recitals set forth above are true and correct.

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of snack food and beverages through the piggyback contract originally procured by the Pomona Unified School District Bid No. 01(16-17)FN is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of snack food and beverages in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Pomona Unified School District Bid No. 01(16-17)FN.

Section 4. Other Actions. The Superintendent or his designee are each hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the purchase, sale, and lease, and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, and that any and all such prior actions by the District's Superintendent, or his designee, are hereby ratified by the Board.

Section 5. Effective Date. This resolution shall be effective as of July 1, 2016, for the term ending June 30, 2017.

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 19th day of May 2016 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINED:

I, Wayne M. Joseph, Secretary of the Chino Valley Unified School District Board of Education, do hereby certify that the foregoing is a full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in the office of said Board.

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Wayne M. Joseph, Superintendent  
Secretary, Board of Education

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

Student Achievement • Safe Schools • Positive School Climate  
Humility • Civility • Service

**DATE:** May 19, 2016

**TO:** Members, Board of Education

**FROM:** Wayne M. Joseph, Superintendent

**PREPARED BY:** Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations

**SUBJECT: RESOLUTION 2015/2016-67 ADOPTING NOTICE OF EXEMPTION**

=====

**BACKGROUND**

Avalon Bay Communities is in the process of building a 331 unit apartment complex on Butterfield Ranch Road in Chino Hills. Upon completion, this development will be divided by the Chaparral ES and Butterfield Ranch ES boundaries.

Rather than dividing the development between two different elementary schools, approval of the following resolution will allow the District to shift the boundary to the northwest which in turn will allow all elementary age students living in the development to attend Butterfield Ranch ES. Staff has confirmed that Butterfield Ranch ES has the available capacity to absorb these students whereas capacity at Chaparral ES is limited.

Approval of this item supports the goals identified within the District’s Strategic Plan.

**RECOMMENDATION**

It is recommended the Board of Education adopt Resolution 2015/2016-67 Notice of Exemption.

**FISCAL IMPACT**

None.

WMJ:GJS:pw

**Chino Valley Unified School District  
Resolution 2015/2016-67  
Notice of Exemption**

**WHEREAS**, Avalon Bay Communities has proposed a 331 unit apartment development project on 16.53 acres located between Butterfield Ranch Road and the Chino Valley Freeway (CA-71) at 5700 and 5701 Park Drive in Chino Hills; and

**WHEREAS**, the proposed residential development project divides the Chaparral ES and Butterfield Ranch ES attendance boundaries; and

**WHEREAS**, to enable the children who will reside within the residential development to attend a single elementary school once the project has been completed, the governing board ("Board") of the Chino Valley Unified School District ("District"), consistent with Board Policy 5116, has determined to move the existing elementary school attendance boundary which divides the residential development to the northwest to enable all elementary school aged children from the project to attend Butterfield ES; and

**WHEREAS**, the Board has further determined that the District's attendance boundary change does not constitute a "Project" pursuant to Title 14, section 15378(a) of the California Code of Regulations, and is therefore exempt from the provisions of the California Environmental Quality Act of 1974, as amended, since the attendance boundary change does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

**NOW, THEREFORE BE IT RESOLVED**, the Board of Education of the Chino Valley Unified School District does hereby resolve, determine and order as follows:

Section 1. The Notice of Exemption attached hereto as Exhibit "A" and incorporated herein by reference is approved and adopted.

Section 2. The Superintendent or his designee is hereby authorized and directed to cause the Notice of Exemption to be executed and timely filed with the Recorder-Clerk for San Bernardino County.

**APPROVED, PASSED AND ADOPTED** by the Board of Education of the Chino Valley Unified School District on this 19th day of May 2016 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINED:

I, Wayne M. Joseph, Secretary of the Chino Valley Unified School District Board of Education, do hereby certify that the foregoing is a full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in the office of said Board.

---

Wayne M. Joseph, Superintendent  
Secretary, Board of Education

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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Humility • Civility • Service

**DATE:** May 19, 2016

**TO:** Members, Board of Education

**FROM:** Wayne M. Joseph, Superintendent

**PREPARED BY:** Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations  
Martin Silveira, Director, Maintenance, Operations, and Construction  
Carla Kleinjan, Sustainability Coordinator

**SUBJECT: RESOLUTION 2015/2016-68 AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH SOUTHERN CALIFORNIA EDISON TO RECEIVE ADDITIONAL ENERGY CONSERVATION FUNDING VIA THE ON-BILL FINANCING PROGRAM**

=====

**BACKGROUND**

At its March 6, 2014 meeting, the Board of Education approved Resolution 2013/2014-19, Authorization to Enter into an Agreement with Southern California Edison (SCE) to Receive Energy Conservation Funding Via the On-Bill-Financing Program.

Through this program, the District was approved and received an interest free loan from SCE in the amount of \$901,709.00 and an incentive grant in the amount of \$151,300.00 for a total amount of \$1,053,009.00. This funding has been used throughout the District for the purchase and installation of higher efficiency heating, ventilation, air conditioning (HVAC) equipment, and LED lighting which has substantially reduced the District's energy consumption and electricity bills. The interest-free loan is being paid back on monthly SCE utility bills over a five (5) year period on average via the energy savings of the new equipment.

SCE has opened a second funding round of the On-Bill-Financing Program and at this time the District has been pre-approved to receive another interest free loan in the amount of \$1,547,632.35, contingent on Board approval. Funding from this loan will allow the District to continue with its successful energy efficiency program via the installation of additional higher efficiency HVAC equipment and LED lighting. This interest free loan will also be paid back on monthly SCE utility bills over a five (5) year period on average via the energy savings of the new equipment.

Approval of this item supports the goals identified within the District's Strategic Plan.

## **RECOMMENDATION**

It is recommended the Board of Education adopt Resolution 2015/2016-68 Authorization to Enter into an Agreement with Southern California Edison to Receive Additional Energy Conservation Funding via the On-Bill Financing Program.

## **FISCAL IMPACT**

None.

WMJ:GJS:MS:CK:pw

**Chino Valley Unified School District  
Resolution 2015/2016-68  
Authorization to Enter into an Agreement with Southern California Edison to  
Receive Additional Energy Conservation Funding Via the On-Bill-Financing  
Program**

**WHEREAS**, The Board of Education (Board) of the Chino Valley Unified School District (District) recognizes the need for reducing energy and water use in the District whenever possible in order to help conserve our society's natural resources and save money to support other District needs;

**WHEREAS**, the District's Maintenance, Operations and Construction Department has identified the replacement of existing heating, ventilation, and air conditioning equipment with higher efficiency equipment and LED lighting designed to reduce energy consumption;

**WHEREAS**, Southern California Edison's (SCE) On-Bill-Financing (OBF) program was approved by the California Public Utilities Commission in Decision (D.) 09-09-047 as part of SCE's 2010-2012 energy efficiency portfolio to offer non-residential customers a program to pay for energy efficiency upgrades without incurring up-front costs.

**WHEREAS**, SCE provides customers with unsecured loans that can cover 100 percent of the energy efficiency equipment and installation costs (net of rebates and other incentives), allowing customers to re-pay the loans through charges that are added on to their regular utility bills;

**WHEREAS**, SCE has approved and reserved funds in the amount of a \$1,547,632.35 interest-free loan;

**WHEREAS**, the Board has determined it is in the best interest of the District to authorize entering into an agreement with SCE to accept the funding offered through the OBF program;

**NOW THEREFORE BE IT RESOLVED** the Board hereby finds, determines, and declares as follows:

Section 1. Determination re: Recitals. All of the recitals set forth above are true and correct.

Section 2. Authorization. The Board hereby authorizes the acceptance of the OBF funding through entering into an agreement with SCE.



Section 3. Other Actions. The Superintendent or his designee are each authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the purchase, sale, lease, and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, and that any and all such prior actions by the District's Superintendent, or his designee, are hereby ratified by the Board.

Section 4. Effective Date. This resolution shall be effective as of the date of its adoption.

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 19th day of May 2016 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINED:

I, Wayne M. Joseph, Secretary of the Chino Valley Unified School District Board of Education, do hereby certify that the foregoing is a full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in the office of said Board.

---

Wayne M. Joseph, Superintendent  
Secretary, Board of Education

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

Student Achievement • Safe Schools • Positive School Climate  
Humility • Civility • Service

**DATE:** May 19, 2016

**TO:** Members, Board of Education

**FROM:** Wayne M. Joseph, Superintendent

**PREPARED BY:** Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations  
Martin Silveira, Director, Maintenance, Operations, and Construction

**SUBJECT: AUTHORIZATION TO APPROVE AN AGREEMENT WITH TRANE ENERGY SOLUTIONS TO PROCEED WITH PHASE 2, PROJECT DESIGN AND CONSTRUCTION OF ENERGY PROJECT ENERGY EFFICIENCY MEASURES (EEM) 1 AND 2 AT VARIOUS SITES UNDER GOVERNMENT CODE 4217**

=====

**BACKGROUND**

At its February 4, 2016 meeting, the Board approved Trane Energy Solutions as its partner for Proposition 39 Consultation, Engineering and Project Management of Design – Build Energy Efficiency Projects at Various Sites. At its February 18, 2016 meeting, the Board approved Trane Energy Solutions to proceed with Phase 1 and the detailed engineering study necessary to verify the feasibility of energy project EEM 1, EEM 2, and EEM 3 at various sites.

Per the attached agreement, Phase 2 of Trane’s work will be the design-build construction of energy project EEM’s at the following sites under Government Code 4217;

EEM 1: HVAC Rooftop Unit Replacement at Don Lugo HS.  
EEM 2: Lighting Retrofits at all sites.

Approval of this item supports the goals identified within the District’s Strategic Plan.

**RECOMMENDATION**

It is recommended that the Board of Education approve Trane Energy Solutions to proceed with Phase 2, project design and construction of energy project energy efficiency measures (EEM) 1 and 2 at various sites under Government Code 4217, contingent on Department of State Architect (DSA), and California Energy Commission (CEC) approval.

**FISCAL IMPACT**

\$3,516,824.50 to Proposition 39 (CEC) funds and SCE On-Bill Financing.



**Proposition 39 Implementation, Phase II:**



Trane U.S. Inc. dba Trane  
17760 Rowland Street  
ROWLAND HEIGHTS, CA 91748  
Phone: (626) 913-7123  
Fax: (626) 913-7923

May 11<sup>th</sup>, 2016

**Greg Stachura**  
Director  
Business Services  
Chino Valley Unified School District  
5130 Riverside Ave  
Chino, CA - 91710

Site Addresses:  
**Various Sites**

**Attention: Greg Stachura**

**Project Name:** Proposition 39 Implementation, Phase II

Trane is pleased to provide you with the following Design-Build proposal for the implementation of **Energy Expenditure Plan Phase II** project, which is pending submission to the California Energy Commission (CEC) for funding approval.

Under this proposal Trane will complete the following:

- A. Obtain approvals for funding from CEC and Southern California Edison :**
  - a. Submit Energy Expenditure Plan to CEC
  - b. Guide Energy Expenditure Plan to approval from CEC
  - c. Submit application for On-Bill-Financing (OBF) to Southern California Edison
  - d. Guide OBF application to secure funding from Southern California Edison on behalf of the District.
  
- B. Evaluate the final plan approved by CEC for construction feasibility, including:**
  - a. Structural review for placing new rooftop units on existing structures
  - b. Mechanical & Electrical review for code compliance
  - c. Fire & Life-Safety review pertaining to DSA approval
  
- C. Review final equipment selection and construction documents with District personnel**
  - a. Review and get approval on selection of Roof-top units
  - b. Review and get approval on proposed interior and exterior lighting
  
- D. Execute the project per final construction design documents**
  - a. Coordinate with District personnel to validate construction timeline
  - b. Provide necessary training to District personnel for all installed systems

Parts A, B, & C listed above will be performed concurrently. In order to minimize risk to the District, Trane will not procure any equipment or commence installation before receiving both DSA & CEC approvals. In the event that changes initiated as a result of the CEC or DSA requirements, cause Trane to require additional funding above and over the total realized cost of **\$3,304,672.00**, the District has the ability to cancel the contract for a fee of **\$73,566.78** to reimburse Trane for engineering services or provide additional funding. As soon as Trane commences Part D of the scope listed above, this cancellation clause is null and void.

Provided below, are detailed scopes of each portion of the project. Attached are also appendices that detail the equipment that is proposed to be used on the project. The final scope of the project may change due to those necessitated through code requirements, energy efficiency requirements and/or budgeting concerns. Trane will thoroughly review any changed scope with the District and gain the District's approval prior to proceeding as per Part C above.

## Scope of Work – Energy Engineering (CEC & OBF Approval Process)

- Trane will facilitate or implement the 8 steps necessary to receive energy project award funding as per the Prop 39 Final guidelines. The steps and Trane’s commitment in completing each step is as follows:
  - **Electric and Gas Usage/Billing Data – Sign Utility data release form for 12 months of past and future data**
    - Trane will prepare the required data release form and submit to CEC if a hard copy is required.
  - **Benchmarking or Energy Rating System – To determine energy use intensity (EUI) of buildings**
    - Trane will benchmark each site at which a project is being proposed and will potentially receive Prop 39 funding.
    - Trane will create a benchmarking report, rank schools and identify the lowest energy performers based upon EUI if necessary.
  - **Energy Project Prioritization Considerations**
    - Trane will have considered the eleven factors provided by the CEC as listed under Public Resources Code 26235(e) (1-11) and printed on pages 14 and 15 of the Prop 39 Final guidelines document.
    - It is to be noted that the CEC asks for the consideration of the above-mentioned factors in the Energy Expenditure Plan, it will not reject an application for non-compliance of these guidelines.
  - **Sequencing of Facility Improvements**
    - Trane will have considered the guidance provided by the CEC in Exhibit B of the Prop 39 Final guidelines on the sequencing of facility improvements and typical cost-effective K-12 energy projects.
    - It is to be noted that while the CEC asks for the consideration of the above-mentioned factors in the Energy Expenditure Plan, it will not reject an application on non-compliance of these guidelines.
  - **Energy Project Identification**
    - Trane will utilize at the very least, Option 1(Energy Survey) and Option 3 (Data Analytics) to identify the energy savings opportunity.
  - **Cost-Effectiveness Determination**
    - Trane will create financial pro-formas for each individual project as well as a comprehensive one, if applicable.
    - Trane will adhere to the requirements posed under Exhibit E of the Prop 39 Final guidelines document, specifically, the Savings to Investment Ratio (SIR) required of each project or measure to qualify for Prop 39 funding. Trane reserves the right to maximize operational and non-energy cost benefits to the allowable limits proposed under the Prop 39 Final guidelines.
  - **Complete and Submit an Energy Expenditure Plan**
    - Trane will prepare an energy plan for the fiscal years 2013-2015 for submission to CEC as per the requirements of the Prop 39 Guidelines. The plan content will compose of the following:
      - Description of use of energy planning funds
      - Benchmarking
      - Energy project upgrades – Pre-installation verification form
      - Estimated energy savings
      - Estimated project cost
      - Individual project backup documentation (Energy audit or survey)
      - Job creation benefits (per CEC calculator)
      - Consent for LEA’s utility provider to release data
      - Certifications of compliance with various requirements

- Trane understands that the Energy Expenditure Plan Review process is based on completeness, project eligibility criteria (energy savings) and technical and financial reasonableness. As such Trane will work with Chino Valley Unified School District to maximize the chances of receiving approval.
  - **On Bill Financing Approval**
    - Submit project to Southern California Edison to receive On-Bill Financing approval on behalf of Chino Valley Unified School District.
  - **Project Tracking and Reporting**
    - Trane will create and/or submit quarterly reports to the CDE on behalf of Chino Valley Unified School District
    - Trane will create a final report upon completion of the project for submission to CDE on behalf of Chino Valley Unified School District
- Trane agrees to adhere to the SIR value of 1.05 as stipulated by Exhibit E of the guidelines while developing the aforementioned projects after any and all available rebates.
  - Trane will provide the district with an approved Energy Expenditure Plan as part of this process.

### Scope of Work – Engineering & Architectural (Roof-Top Units)

**The following scope of work is intended to review the construction feasibility of the Energy Expenditure Plan submitted to CEC by Trane on behalf of Chino Valley USD. The final design drawings will be submitted to DSA for approval and once approved, will become the blueprint for installation.**

- Gather and review existing mechanical, electrical, and structural drawings as they relate to the buildings at Don Lugo High School that have Roof-Top Units (RTUs) that are planned for replacement.
- Perform site investigation to verify and if necessary correct “as-built” drawings with actual sizes and location of the existing RTUs.
- Perform Title 24 Energy Compliance Calculations for the selections of the new replacement RTUs for each building.
- Investigate the configuration and location of roof penetrations for the existing units and select roof curbs for the proper configuration of new adaptive-curbs.
- Perform structural calculations and design for the anchoring of the new RTUs to the roof.
- Review existing electrical design documentation and design for the connection of the new RTUs to the existing power system provided to the RTUs to be replaced.
- Create finalized mechanical, electrical, and structural engineering and design drawings to be submitted for DSA plan check approval.
- Submit and get approval of plans through DSA
- Develop as-built documentation from contractors’ mark-up drawings after installation is complete
- Provide district with electronic copy of electrical, mechanical, structural, and design drawings.
- Provide installation and energy data to CEC 18 months from the date of project completion as per Proposition 39 requirements.

## Proposed Scope of Work – Roof-Top Unit Replacement

The current scope of work for the replacement of 137 roof top units at Don Lugo High School. Once the engineering work noted above is complete, Trane will make modifications to the scope (if required) as necessary to ensure compliance.

- Recover and dispose of all refrigerant per EPA standards for rooftop package units.
- Disconnect gas line, condensate line, power and controls wiring and fire shutdown wiring.
- Demo existing rooftop units and remove all related trash and debris.
- Provide helicopter or crane service to remove all old and set new equipment.
- Install a total of 137 (one hundred & thirty-seven) Trane Rooftop Packaged units with new adapter curbs. Please see **Appendix A** for exact unit selections.
- Provide and install new disconnects w/ fuses, reconnect power shut down wiring.
- Reconnect gas and condensate lines. Extend as needed (includes new gas flex)
- All required rigging of equipment is included.

## Proposed Scope of Work - Lighting

Proposed Lighting Fixture Per Site	Sum of Post Fixt. #
<b>Anna Borba Elementary</b>	<b>72</b>
New LED Flood - Remove and replace with FSL-7 26 watt LED, 1 electronic driver	3
No Change - Compact Fluorescent, quad, (1) 32W lamp	30
No Change - Compact Fluorescent, quad, (1) 42W lamp	5
No Change - Compact Fluorescent, twin, (1) 13W lamp	34
<b>Ayala Highschool</b>	<b>236</b>
No Change - Compact Fluorescent, twin, (1) 13W lamp	78
No Change - Compact Fluorescent, twin, (2) 13W lamp	158
<b>Buena Vista High School Exterior</b>	<b>67</b>
New LED Pole Shoebox - Remove and replace with ASL-A-16L 123 watt LED, 2 electronic driver	9
New LED Pole Shoebox - Remove and replace with ASL-A-16L 123 watt LED, 3 electronic driver	3
New LED Surface Mount - Remove and replace with VANLED20 20 watt LED, 1 electronic driver	51
New LED Wall Pack - Remove and replace with LNC 13 watt LED, 1 electronic driver	3
New LED Wall Pack - Remove and replace with LNC2-18LU 45 watt LED, 1 electronic driver	1
<b>Cal Aero Preserve Academy</b>	<b>23</b>
New LED Highbay - Remove and replace with QHC 135 watt LED, 1 electronic driver	23
<b>Cal Aero Preserve Academy Exterior</b>	<b>180</b>
New LED Pole Shoebox - Remove and replace with ASL-A-16L 123 watt LED, 1 electronic driver	25
New LED Wall Pack - Remove and replace with LNC 13 watt LED, 1 electronic driver	151
New LED Wall Pack - Remove and replace with NRG2 29 watt LED, 1 electronic driver	4
<b>Canyon Hills Jr. High</b>	<b>5</b>
No Change - Compact Fluorescent, twin, (1) 13W lamp	5
<b>Chaparral Elementary School</b>	<b>48</b>
TKC Kit - Remove and replace with TKC-24-40-XW-ED-U 24 watt LED, 1 electronic driver	48
<b>Chaparral Elementary School Exterior</b>	<b>158</b>
New LED Post Top - Remove and replace with ALED5T52 52 watt LED, 1 electronic driver	27
New LED Surface Mount - Remove and replace with VANLED20 20 watt LED, 1 electronic driver	73
New LED Wall Pack - Remove and replace with LNC 13 watt LED, 1 electronic driver	3
New LED Wall Pack - Remove and replace with LNC2-18LU 45 watt LED, 1 electronic driver	55
<b>Chino Hills Highschool</b>	<b>416</b>
New LED Downlight Retrofit - Remove and replace with 15 watt LED, 1 electronic driver	23
New LED Flood - Remove and replace with FXL-56L 200 watt LED, 1 electronic driver	4
New LED Post Top Fixture - Remove and replace with ASL-8L-5 62 watt LED, 1 electronic driver	20
New LED ShoeBox - Remove and replace with ASL-16L 123 watt LED, 1 electronic driver	50
New LED Surface Mount - Remove and replace with VANLED10 10 watt LED, 1 electronic driver	116
New LED Wall Pack - Remove and replace with LNC2-18LU 45 watt LED, 1 electronic driver	31
New LED Wall Pack - Remove and replace with NRG-356L-5K-U-PC 20 watt LED, 1 electronic driver	3
No Change - Compact Fluorescent, twin, (2) 13W lamp	169
<b>Chino valley Adult School</b>	<b>31</b>
New LED ShoeBox - Remove and replace with ASL-16L 123 watt LED, 1 electronic driver	1
No Change - Compact Fluorescent, quad, (1) 42W lamp	2
No Change - Compact Fluorescent, quad, (2) 42W lamp	2
No Change - Compact Fluorescent, twin, (1) 13W lamp	26
<b>Cortez Elementary</b>	<b>40</b>
TKC Kit - Remove and replace with TKC-24-40-XW-ED-U 24 watt LED, 1 electronic driver	40
<b>Cortez Elementary Exterior</b>	<b>73</b>
New LED Pole Shoebox - Remove and replace with ASL-A-16L 123 watt LED, 1 electronic driver	6



New LED Wall Pack - Remove and replace with LNC 13 watt LED, 1 electronic driver	67
<b>Don Lugo Highschool</b>	<b>2251</b>
GO-LED Kit 2x4 35 Watt	1,671
GO-LED Kit 2x4 35 Watt	410
GO-LED Kit 2x4 35 Watt	81
15W LED Tube	54
LED Highbay	22
8.5 Watt A Lamp LED	4
HID LED 18.5W HO 277v	3
8.5 Watt A Lamp LED	2
<b>Don Lugo Highschool Exterior</b>	<b>73</b>
New LED Pole Fixture - Remove and replace with ASL-A-8L 62 watt LED, 1 electronic driver	16
New LED Pole Flood - Remove and replace with FXL-56L 200 watt LED, 1 electronic driver	16
New LED Wall Pack - Remove and replace with LNC 13 watt LED, 1 electronic driver	41
<b>Don Lugo Highschool Gym</b>	<b>32</b>
New LED Highbay - Remove and replace with QHC 135 watt LED, 1 electronic driver	32
<b>Doris Dickson Elementary</b>	<b>48</b>
TKC Kit - Remove and replace with TKC-24-40-XW-ED-U 24 watt LED, 1 electronic driver	48
<b>Doris Dickson Elementary Exterior</b>	<b>68</b>
New LED Downlight - Remove and replace with LED-RETRO-8 13 watt LED, 1 electronic driver	4
New LED Pole Shoebox - Remove and replace with ASL-A-16L 123 watt LED, 1 electronic driver	5
New LED Surface Mount - Remove and replace with VANLED20 20 watt LED, 1 electronic driver	53
New LED Wall Pack - Remove and replace with LNC 13 watt LED, 1 electronic driver	6
<b>Eagle Canyon Elementary</b>	<b>18</b>
No Change - Compact Fluorescent, twin, (1) 13W lamp	18
<b>Eagle Canyon Elementary MPR</b>	<b>52</b>
New Troffer Kit - Remove and replace with TKC-22-40-ML-ED-U 28 watt LED, 1 electronic driver	36
No Change - 4 F32T8 32w lamps, 1 electronic ballast NP	16
<b>Edwin Rhodes Elementary Exterior</b>	<b>146</b>
New LED Post Top - Remove and replace with ALED5T52 52 watt LED, 1 electronic driver	27
New LED Surface Mount - Remove and replace with VANLED20 20 watt LED, 1 electronic driver	110
New LED Wall Pack - Remove and replace with LNC 13 watt LED, 1 electronic driver	9
<b>Gerald F Litel Elementary School MPR</b>	<b>56</b>
New LED Wrap - Remove and replace with LAW-4-40-LW-ED-U 23 watt LED, 1 electronic driver	38
New Troffer Kit - Remove and replace with TKC-22-40-ML-ED-U 28 watt LED, 1 electronic driver	2
No Change - 2 F32T8 32w lamps, 1 electronic ballast NP	16
<b>Howard Cattle Elementary School</b>	<b>10</b>
TKG Kit - Remove and replace with TKG-24-40-XW-ED-U 22 watt LED, 3 electronic driver	10
<b>Howard Cattle Elementary School Exterior</b>	<b>146</b>
New LED Pole Fixture - Remove and replace with ASL-A-8L 62 watt LED, 1 electronic driver	14
New LED Surface Mount - Remove and replace with VANLED20 20 watt LED, 1 electronic driver	4
New LED Wall Pack - Remove and replace with LNC 13 watt LED, 1 electronic driver	128
<b>Levi Dickey Elementary</b>	<b>26</b>
No Change - Compact Fluorescent, twin, (1) 13W lamp	26
<b>Levi Dickey Elementary MPR</b>	<b>93</b>
New LED Wrap - Remove and replace with LAW-4-40-LW-ED-U 23 watt LED, 1 electronic driver	93
<b>Lyle S. Briggs Fundamental School</b>	<b>42</b>
No Change - Compact Fluorescent, twin, (1) 13W lamp	42
<b>Marshall Elementary School</b>	<b>68</b>
No Change - Compact Fluorescent, twin, (1) 13W lamp	66
No Change - Compact Fluorescent, twin, (2) 13W lamp	2
<b>Marshall Elementary School MPR</b>	<b>36</b>
New Troffer Kit - Remove and replace with TKC-24-40-ML-ED-U 46 watt LED, 1 electronic driver	36

<b>Media Center Exterior</b>	<b>9</b>
New LED Downlight - Remove and replace with LED-RETRO-6 13 watt LED, 1 electronic driver	3
New LED Post Top - Remove and replace with ALED5T52 52 watt LED, 1 electronic driver	6
<b>Newman Elementary</b>	<b>61</b>
No Change - Compact Fluorescent, quad, (1) 32W lamp	1
No Change - Compact Fluorescent, quad, (2) 42W lamp	2
No Change - Compact Fluorescent, twin, (1) 13W lamp	58
<b>Newman Elementary MPR</b>	<b>26</b>
No Change - 1 F32T8 32w lamp, 1 electronic ballast NP	26
<b>Oak Ridge Elementary</b>	<b>12</b>
No Change - Compact Fluorescent, twin, (1) 13W lamp	12
<b>Oak Ridge Elementary MPR</b>	<b>57</b>
New LED Wrap - Remove and replace with LAW-4-40-LW-ED-U 23 watt LED, 1 electronic driver	39
New Troffer Kit - Remove and replace with TKC-22-40-ML-ED-U 28 watt LED, 1 electronic driver	2
No Change - 2 F32T8 32w lamps, 1 electronic ballast NP	16
<b>Ramona Junior High</b>	<b>89</b>
No Change - Compact Fluorescent, quad, (1) 42W lamp	3
No Change - Compact Fluorescent, twin, (1) 13W lamp	86
<b>Ramona Junior High MPR</b>	<b>40</b>
New LED Wrap - Remove and replace with LAW-4-40-LW-ED-U 23 watt LED, 1 electronic driver	24
No Change - Compact Fluorescent, quad, (2) 42W lamp	16
<b>Student Support Exterior</b>	<b>10</b>
New LED Pole Fixture - Remove and replace with ASL-A-8L 62 watt LED, 1 electronic driver	8
New LED Pole Flood - Remove and replace with FLL-K-140L4K-U 150 watt LED, 1 electronic driver	2
<b>Townsend Junior High School</b>	<b>3</b>
No Change - Compact Fluorescent, twin, (1) 13W lamp	3
<b>Walnut Ave Elementary</b>	<b>83</b>
No Change - Compact Fluorescent, quad, (1) 42W lamp	3
No Change - Compact Fluorescent, twin, (2) 13W lamp	80
<b>Walnut Ave Elementary MPR</b>	<b>36</b>
New Troffer Kit - Remove and replace with TKC-24-40-ML-ED-U 46 watt LED, 1 electronic driver	36
<b>Wickman Elementary School</b>	<b>50</b>
TKC Kit - Remove and replace with TKC-24-40-XW-ED-U 24 watt LED, 1 electronic driver	50
<b>Wickman Elementary School Exterior</b>	<b>148</b>
New LED Post Top - Remove and replace with ALED5T52 52 watt LED, 1 electronic driver	15
New LED Surface Mount - Remove and replace with VANLED20 20 watt LED, 1 electronic driver	54
New LED Wall Pack - Remove and replace with LNC 13 watt LED, 1 electronic driver	70
New LED Wall Pack - Remove and replace with LNC2-18LU 45 watt LED, 1 electronic driver	9
<b>Grand Total</b>	<b>5089</b>

## Timeline Considerations

- This proposal and any ensuing contract is contingent on receiving approval from the California Energy Commission (CEC) on the 2<sup>nd</sup> Energy Expenditure Plan submitted by Trane on behalf of Chino Valley USD to the CEC.
- Any material procured or work performed before OBF, CEC and DSA approval is received for the project is at Trane's risk. The district will not be required to pay for such material or work if the project is not completed.
- The intended completion date of the overall project is by **Aug 5<sup>th</sup>, 2016**.

## Project Assumptions/Exclusions

- Any work dealing with asbestos abatement is excluded
- Equipment selections are matched to existing equipment schedule.
- Any repairs to duct-liner are not included
- Duct cleaning is excluded.
- Duct leakage testing is excluded.
- Air Balance pre-readings are not included
- Air and water balance is excluded
- ADA requirements excluded
- Painting or touchup is excluded
- Electric service upgrades are excluded
- Any additional items required by DSA are excluded.
- The scope of our work is not intended to include remediation of any existing code deficiencies.
- Seismic improvements to existing equipment, structure, buildings is excluded
- Trane to retain salvage rights of all removed equipment and materials
- No temporary cooling has been provided, but can be at an additional cost
- Any work dealing with the programming of fire life safety system and smoke evacuation systems is excluded. Existing contacts for fire life safety will be disconnected and then reconnected to new wiring from the replacement units.
- All existing equipment that is not being replaced as part of the unit replacement scope in this document is assumed to be in working order – mechanical upgrades are excluded
- Cat 5 wiring and IP Address for connectivity of each of SC building controllers to be provided by customer
- Existing conduit, wiring, devices and sensors to be reused whenever possible
- New computer/workstation is not provided

**Pricing**

Comprehensive Solution Cost.....	<b>\$3,516,824.50</b>
Anticipated Rebates ( <b>Guaranteed by Trane</b> ).....	<b>\$212,152.50</b>
Realized Project Cost ( <b>Not to Exceed</b> ).....	<b>\$3,304,672.00</b>

**Clarifications**

1. **Applicable taxes are included in the above prices.**
2. Any service not listed is not included.
3. Trane will bear the risk of all rebates associated with the project
4. Any rebates due to be received by the District will be transferred to Trane
5. Work will be performed during normal Trane business hours.
6. All controls hardware includes a 1 year parts and labor warranty
7. This proposal is valid for 30 days from May 11<sup>th</sup>, 2016.

Sincerely,

Somac Roy  
Senior Account Manager  
Cell: (408) 203-4786

**ACCEPTANCE**

**This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).**

**We value the confidence you have placed in Trane and look forward to working with you.**

Submitted By: Somac Roy	Cell: (408) 203-4786 Office: (626) 913-7123 Proposal Date: May 11 <sup>th</sup> , 2016
<b>CUSTOMER ACCEPTANCE</b> Chino Valley Unified School District	<b>TRANE ACCEPTANCE</b> Trane U.S. Inc. dba Trane
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	License Number: 561796

**Appendix A: Proposed HVAC Equipment**

DON LUGO PROPOSED HVAC				
BLDG	Count #	MFG	MODEL	TONS
<b>Building A</b>				
	1	TRANE	YHC060F4RLA--K2C	5
	2	TRANE	YHC060F4RLA--K2C	5
	3	TRANE	YHC060F4RLA--K2C	5
	4	TRANE	YHC060F4RLA--K2C	5
	5	TRANE	YHC060F4RLA--K2C	5
	6	TRANE	YHC060F4RLA--K2C	5
	7	TRANE	YHC060F4RLA--K2C	5
	8	TRANE	YHC060F4RLA--K2C	5
	9	TRANE	YHC060F4RLA--K2C	5
	10	TRANE	YHC060F4RLA--K2C	5
	11	TRANE	YHC060F4RLA--K2C	5
	12	TRANE	YHC060F4RLA--K2C	5
	13	TRANE	YHC060F4RLA--K2C	5
	14	TRANE	YHC060F4RLA--K2C	5
	15	TRANE	YHC060F4RLA--K2C	5
	16	TRANE	YHC060F4RLA--K2C	5
	17	TRANE	YHC120F4RLA--K7C	10
	18	TRANE	YHC060F4RLA--K2C	5
	19	TRANE	YHC060F4RLA--K2C	5
	20	TRANE	YHC060F4RLA--K2C	5
	21	TRANE	YHC060F4RLA--K2C	5
	22	TRANE	YHC060F4RLA--K2C	5
	23	TRANE	YHC060F4RLA--K2C	5
	24	TRANE	YHC060F4RLA--K2C	5
	25	TRANE	YHC060F4RLA--K2C	5
	26	TRANE	YHC060F4RLA--K2C	5
	27	TRANE	YHC060F4RLA--K2C	5
	28	TRANE	YHC060F4RLA--K2C	5
	29	TRANE	YHC060F4RLA--K2C	5
	30	TRANE	YHC060F4RLA--K2C	5
	31	TRANE	YHC060F4RLA--K2C	5
	32	TRANE	YHC060F4RLA--K2C	5
	33	TRANE	YHC060F4RLA--K2C	5
	34	TRANE	YHC120F4RLA--K7C	10
	35	TRANE	YHC036E4RLA--K2C	3
	36	TRANE	YHC120F4RLA--K7C	10
	37	TRANE	YHC036E4RLA--K2C	3
	38	TRANE	YHC036E4RLA--K2C	3
	39	TRANE	YHC036E4RLA--K2C	3

<b>Building B</b>				
	40	TRANE	YHC036E4RLA--K2C	3
	41	TRANE	YHC048F4RLA--K2C	4
	42	TRANE	YHC060F4RLA--K2C	5
	43	TRANE	YHC036E4RLA--K2C	3
	44	TRANE	YHC036E4RLA--K2C	3
<b>Building C (plus Library)</b>				
	45	TRANE	YHC120F4RLA--K7C	10
	46	TRANE	YHC036E4RLA--K2C	3
	47	TRANE	YHC036E4RLA--K2C	3
	48	TRANE	YHC036E4RLA--K2C	3
	49	TRANE	YHC036E4RLA--K2C	3
	50	TRANE	YHC036E4RLA--K2C	3
	51	TRANE	YHC036E4RLA--K2C	3
	52	TRANE	YHC036E4RLA--K2C	3
	53	TRANE	YHC036E4RLA--K2C	3
	54	TRANE	YHC036E4RLA--K2C	3
	55	TRANE	YHC036E4RLA--K2C	3
	56	TRANE	YHC036E4RLA--K2C	3
	57	TRANE	YHC036E4RLA--K2C	3
	58	TRANE	YHC036E4RLA--K2C	3
	59	TRANE	YHC036E4RLA--K2C	3
	60	TRANE	YHC036E4RLA--K2C	3
	61	TRANE	YHC036E4RLA--K2C	3
	62	TRANE	YHC036E4RLA--K2C	3
	63	TRANE	YHC036E4RLA--K2C	3
	64	TRANE	YHC036E4RLA--K2C	3
	65	TRANE	YHC036E4RLA--K2C	3
	66	TRANE	YHC036E4RLA--K2C	3
	67	TRANE	YHC036E4RLA--K2C	3
	68	TRANE	YHC036E4RLA--K2C	3
	69	TRANE	YHC036E4RLA--K2C	3
	70	TRANE	YHC036E4RLA--K2C	3
	71	TRANE	YHC036E4RLA--K2C	3
	72	TRANE	YHC036E4RLA--K2C	3
	73	TRANE	YHC036E4RLA--K2C	3
	74	TRANE	YHC120F4RLA--K7C	10
	75	TRANE	YHC120F4RLA--K7C	10
	76	TRANE	4YCY4030-170	2.5
	77	TRANE	4YCY4030-170	2.5
	78	TRANE	4YCY4030-170	2.5
	79	TRANE	4YCY4030-170	2.5
<b>Building D (plus MPR)</b>				

	80	TRANE	YHC092F4RLA--K7	7.5
	81	TRANE	YHC092F4RLA--K7	7.5
	82	TRANE	YHC092F4RLA--K7	7.5
	83	TRANE	YHC092F4RLA--K7	7.5
	84	TRANE	YHC092F4RLA--K7	7.5
	85	TRANE	YHC092F4RLA--K7	7.5
	86	TRANE	YHC092F4RLA--K7	7.5
	87	TRANE	YHC092F4RLA--K7	7.5
	88	TRANE	YHC060F4RLA--K2C	5
	89	TRANE	YHC092F4RLA--K7	7.5
	90	TRANE	YHC060F4RLA--K2C	5
	91	TRANE	YHC060F4RLA--K2C	5
	92	TRANE	YHC060F4RLA--K2C	5
<b>Building E</b>				
	93	TRANE	YHC102F4RLA--K7C	8.5
	94	TRANE	YHC074F4RLA--K7C	6
<b>Building F</b>				
	95	TRANE	YHC092F4RLA--K7	7.5
	96	TRANE	YHC092F4RLA--K7	7.5
<b>Building G</b>				
	97	TRANE	YHC036E4RLA--K2C	3
	98	TRANE	4YCY4024-160	2
<b>Building K</b>				
	99	TRANE	YHD210G4RLA--K7C	17.5
	100	TRANE	YHC074F4RLA--K7C	6
	101	TRANE	YHC048F4RLA--K2C	4
	102	TRANE	YHC074F4RLA--K7C	6
	103	TRANE	YHC048F4RLA--K2C	4
<b>Building L</b>				
	104	TRANE	YHC060F4RLA--K2C	5
	105	TRANE	YHC060F4RLA--K2C	5
	106	TRANE	YHC060F4RLA--K2C	5
	107	TRANE	YHC102F4RLA--K7C	8.5
	108	TRANE	YHC060F4RLA--K2C	5
	109	TRANE	YHC060F4RLA--K2C	5
	110	TRANE	YHC060F4RLA--K2C	5
	111	TRANE	YHC060F4RLA--K2C	5
	112	TRANE	YHC060F4RLA--K2C	5
<b>Nurse</b>				
	113	TRANE	YHC060F4RLA--K2C	5
	114	TRANE	YHC060F4RLA--K2C	5
<b>Buildings T, U, V</b>				
	115	TRANE	WSC036E4R0A--K0C	3
	116	TRANE	WSC036E4R0A--K0C	3
	117	TRANE	WSC036E4R0A--K0C	3



	118	TRANE	WSC036E4R0A--K0C	3
	119	TRANE	WSC036E4R0A--K0C	3
	120	TRANE	WSC036E4R0A--K0C	3
	121	TRANE	WSC036E4R0A--K0C	3
	122	TRANE	WSC036E4R0A--K0C	3
	123	TRANE	WSC036E4R0A--K0C	3
	124	TRANE	WSC036E4R0A--K0C	3
	125	TRANE	WSC036E4R0A--K0C	3
	126	TRANE	WSC036E4R0A--K0C	3
	127	TRANE	WSC036E4R0A--K0C	3
	128	TRANE	WSC036E4R0A--K0C	3
	129	TRANE	WSC036E4R0A--K0C	3
	130	TRANE	WSC036E4R0A--K0C	3
	131	TRANE	WSC036E4R0A--K0C	3
	132	TRANE	WSC036E4R0A--K0C	3
	133	TRANE	WSC036E4R0A--K0C	3



**TERMS AND CONDITIONS - INSTALLATION**

“Company” shall mean Trane U.S. Inc. dba Trane.

- 1. Acceptance; Agreement.** These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the goods and/or services described (the “Work”). **COMPANY’S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counter-offer will be deemed accepted. Customer’s acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation.
- 2. Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company’s option, the order will be cancelled. Any delay in shipment caused by Customer’s actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.
- 3. Exclusions from Work.** Company’s obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.
- 4. Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer’s expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.
- 5. Payment.** Customer shall pay Company’s invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.
- 6. Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.
- 7. Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site’ owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company’s access to correct any emergency condition shall not be restricted.
- 8. Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company’s representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer’s failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.
- 9. Permits and Governmental Fees.** Company shall secure (with Customer’s assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company’s subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.
- 10. Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.
- 11. Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company’s cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.
- 12. Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement (“Pre-Existing Conditions”), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.
- 13. Asbestos and Hazardous Materials.** Company’s Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl (“PCB”), or other hazardous materials (hereinafter, collectively, “Hazardous Materials”). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company’s Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

**14. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**15. Customer's Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice declaring termination, upon which event Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead): (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement.

**16. Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**17. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.**

**18. Patent Indemnity.** Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

**19. Limited Warranty.** Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") equipment manufactured by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

**20. Insurance.** Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

**21. Commencement of Statutory Limitation Period.** Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

**22. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

**23. Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**24. U.S. Government Work.**

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to “commercial” suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

**The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer’s ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company’s performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**NOTICE: Company is restricted from receiving funds appropriated or otherwise made available under U.S Public Laws 110-161, 111-8, and 111-117.**

**25. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein “Action”) brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer’s tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(1213)  
Supersedes 1-26.251-10(1013)

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

Student Achievement • Safe Schools • Positive School Climate  
Humility • Civility • Service

**DATE:** May 19, 2016

**TO:** Members, Board of Education

**FROM:** Wayne M. Joseph, Superintendent

**PREPARED BY:** Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations

**SUBJECT: NOTICE OF COMPLETION FOR CUPCCAA PROJECTS**

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**BACKGROUND**

On May 9, 2013, the Board of Education adopted Resolution 2012/2013-71, Adoption of California Uniform Public Construction Cost Accounting Act (CUPCCAA). Per Public Contract Code 22030, the adoption of CUPCCAA allows the use of alternate bidding procedures for projects under \$175,000.00, while still ensuring the District receives the lowest pricing possible from responsible vendors and contractors. Utilizing CUPCCAA, the District has completed the projects listed below.

<b>CUPCCAA Project</b>	<b>Project Description</b>	<b>Contractor</b>	<b>Original Quotation</b>	<b>Change Order</b>	<b>Total</b>	<b>Funding Source</b>
CC2016-10	Installation of Baseball Netting for Chino Hills HS	Tomark Sports, Inc.	\$26,875.88	N/A	\$26,875.88	25
CC2016-14	Synthetic Track and Field Surfacing Repairs for Ayala HS, Chino HS, Chino Hills HS, and Don Lugo HS	Beynon Sports	\$59,145.00	N/A	\$59,145.00	14 01

Documentation indicating satisfactory completion and compliance with specifications has been obtained from school site administrators; Jonathan Campbell, Project Manager; and Martin Silveira, Director, Maintenance, Operations, and Construction.

Staff recommends approval of the Notice of Completion for these projects.

Approval of this item supports the goals identified within the District’s Strategic Plan.

## **RECOMMENDATION**

It is recommended the Board of Education approve the Notice of Completion for CUPCCAA Projects.

## **FISCAL IMPACT**

\$26,875.88 to Capital Facilities Fund 25.

\$57,249.60 to Deferred Maintenance Fund 14.

\$1,895.40 to RMA Fund 01.

WMJ:GJS:pw

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

Student Achievement • Safe Schools • Positive School Climate  
Humility • Civility • Service

**DATE:** May 19, 2016

**TO:** Members, Board of Education

**FROM:** Wayne M. Joseph, Superintendent

**PREPARED BY:** Grace Park, Ed.D., Assistant Superintendent, Human Resources  
Lea Fellows, Director, Human Resources  
Richard Rideout, Director, Human Resources

**SUBJECT: CERTIFICATED/CLASSIFIED PERSONNEL ITEMS**

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**BACKGROUND**

Board approval of personnel transactions is required by Board Bylaw 9324 Bylaws of the Board - Minutes and Recordings and Education Code 35163. Included are new hires based on need, which includes replacements, growth, and/or class size reduction.

Approval of this item supports the goals identified within the District's Strategic Plan.

**RECOMMENDATION**

It is recommended the Board of Education approve/ratify the certificated/classified personnel items.

**FISCAL IMPACT**

All personnel assignments are within the approved staffing ratio for the appropriate school year budget.

WMJ:GP:LF:RR:jaf

**CERTIFICATED PERSONNEL**

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE DATE</u></b>
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**HIRED AT APPROPRIATE PLACEMENT ON THE CERTIFICATED SALARY SCHEDULE AND APPROPRIATE CREDENTIAL FOR THE 2015/2016 SCHOOL YEAR**

UHRICH, Karen	Elementary Teacher	Rhodes ES	05/20/2016
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**APPOINTMENT – EXTRA DUTY - SUMMER**

ALFARO, Joaquin (NBM)	Football (B)	Ayala HS	05/20/2016
ALLEN, Jeffrey	Track & Field (B)	Ayala HS	05/20/2016
AMELUXEN, John	Softball (B)	Ayala HS	05/20/2016
AMMENTORP, Richard	Football (B)	Ayala HS	05/20/2016
AMMENTORP, Richard	Baseball (B)	Ayala HS	05/20/2016
AVILA, Bryce (NBM)	Wrestling (B)	Ayala HS	05/20/2016
BARD, Gregory (NBM)	Softball (B)	Ayala HS	05/20/2016
BRUNIER, Grant (NBM)	Wrestling (B)	Ayala HS	05/20/2016
CAMPBELL, Amy	Girls Basketball (B)	Ayala HS	05/20/2016
CAPPS, Ronald	Golf (B)	Ayala HS	05/20/2016
CHAVEZ, Lucas (NBM)	Football (B)	Ayala HS	05/20/2016
CLAVEL, Nicole (NBM)	Volleyball (B)	Ayala HS	05/20/2016
COLIAS, Lucas (NBM)	Boys Basketball (B)	Ayala HS	05/20/2016
CONSTANTE, Gabrielle (NBM)	Girls Soccer (B)	Ayala HS	05/20/2016
DICHOSA, Joseph (NBM)	Girls Basketball (B)	Ayala HS	05/20/2016
DONOVAN, Kenny	Football (B)	Ayala HS	05/20/2016
DONOVAN, Kenny	Golf (B)	Ayala HS	05/20/2016
DRAUCKER, Sheena	Track & Field (B)	Ayala HS	05/20/2016
DUNHAM, Emily (NBM)	Track (B)	Ayala HS	05/20/2016
DUNHAM, Emily (NBM)	Cross Country (B)	Ayala HS	05/20/2016
FLORES, Bryan (NBM)	Boys Basketball (B)	Ayala HS	05/20/2016
GERDINE, Seth (NBM)	Girls Basketball (B)	Ayala HS	05/20/2016
GONZALEZ, Jesus G. (NBM)	Girls Soccer (B)	Ayala HS	05/20/2016
GOUGEON, Madeline (NBM)	Athletic Trainer (B)	Ayala HS	05/20/2016
GRACIA III, Arthur (NBM)	Football (B)	Ayala HS	05/20/2016
HODGES, Matthew (NBM)	Girls Soccer (B)	Ayala HS	05/20/2016
HOLLIS, Allan (NBM)	Boys Basketball (B)	Ayala HS	05/20/2016
KING, Derek	Baseball (B)	Ayala HS	05/20/2016
KLEIBACKER, Christian	Track (B)	Ayala HS	05/20/2016
KNUTSON, Dimitrius (NBM)	Tennis (B)	Ayala HS	05/20/2016
KOENIG, Christy	Girls Soccer (B)	Ayala HS	05/20/2016
KUHN, Dylan (NBM)	Baseball (B)	Ayala HS	05/20/2016
LARA, Joed (NBM)	Tennis (B)	Ayala HS	05/20/2016

**CERTIFICATED PERSONNEL** (cont.)

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE DATE</u></b>
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**APPOINTMENT – EXTRA DUTY - SUMMER** (cont.)

LUNCZ, Pamela (NBM)	Swim (B)	Ayala HS	05/20/2016
MACRORIE, Neil (NBM)	Track (B)	Ayala HS	05/20/2016
MALOOF, Stephen (NBM)	Boys Basketball (B)	Ayala HS	05/20/2016
MARCEAU, Paul	Water Polo (B)	Ayala HS	05/20/2016
MARTIN, Richard	Football (B)	Ayala HS	05/20/2016
MCCAIN, Matthew (NBM)	Football (B)	Ayala HS	05/20/2016
MERCADO, Nathan (NBM)	Volleyball (B)	Ayala HS	05/20/2016
MOUNCE, John	Boys Basketball (B)	Ayala HS	05/20/2016
MOUNT, Robert	Swim (B)	Ayala HS	05/20/2016
NASH, Candace (NBM)	Volleyball (B)	Ayala HS	05/20/2016
NORTHRUP, Lucas (NBM)	Wrestling (B)	Ayala HS	05/20/2016
O'NEILL, Zachary (NBM)	Water Polo (B)	Ayala HS	05/20/2016
OJINAGA, Paulette	Tennis (B)	Ayala HS	05/20/2016
PARKS, Ryan (NBM)	Football (B)	Ayala HS	05/20/2016
PLASCENCIA, Emmanuel (NBM)	Boys Soccer (B)	Ayala HS	05/20/2016
RAMIREZ, Jonathan (NBM)	Wrestling (B)	Ayala HS	05/20/2016
RAMIREZ, Rudy (NBM)	Football (B)	Ayala HS	05/20/2016
RAMOS, Mainor (NBM)	Volleyball (B)	Ayala HS	05/20/2016
ROCHE, Daniel (NBM)	Boys Basketball (B)	Ayala HS	05/20/2016
ROWLAND, Michael (NBM)	Baseball (B)	Ayala HS	05/20/2016
SAIZ, Manuel	Football (B)	Ayala HS	05/20/2016
SAKAMOTO, Kristi (NBM)	Girls Basketball (B)	Ayala HS	05/20/2016
SALAZAR, Raul (NBM)	Football (B)	Ayala HS	05/20/2016
SALAZAR, Sean (NBM)	Football (B)	Ayala HS	05/20/2016
STRONG SR., Frank (NBM)	Football (B)	Ayala HS	05/20/2016
SWATEK, Ashley (NBM)	Volleyball (B)	Ayala HS	05/20/2016
TAKAYOSHI, Andrew (NBM)	Baseball (B)	Ayala HS	05/20/2016
TOGNETTI,Carolynn (NBM)	Swim (B)	Ayala HS	05/20/2016
TYLER, Teresa (NBM)	Athletic Trainer (B)	Ayala HS	05/20/2016
VERA, Steven (NBM)	Cross Country (B)	Ayala HS	05/20/2016
VERA, Steven (NBM)	Track (B)	Ayala HS	05/20/2016
VOGT, Christopher	Baseball (B)	Ayala HS	05/20/2016
WENDLING, Bernie	Volleyball (B)	Ayala HS	05/20/2016
WHITEMAN, Lauren (NBM)	Volleyball (B)	Ayala HS	05/20/2016
YOUNG, Wayne (NBM)	Girls Basketball (B)	Ayala HS	05/20/2016
ANGULO, Alex	Wrestling (B)	Chino HS	05/20/2016
AQUINO, Rachel	Cross Country (B)	Chino HS	05/20/2016
ARCE, Christopher (NBM)	Boys Basketball (B)	Chino HS	05/20/2016



**CERTIFICATED PERSONNEL** (cont.)

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE DATE</u></b>
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**APPOINTMENT – EXTRA DUTY - SUMMER** (cont.)

ARCIAGA, Armina (NBM)	Girls Basketball (B)	Chino HS	05/20/2016
ARELLANO, Alex (NBM)	Football (B)	Chino HS	05/20/2016
AVALOS, Richard (NBM)	Tennis (B)	Chino HS	05/20/2016
BLANK, Charles (NBM)	Girls Soccer (B)	Chino HS	05/20/2016
BRASHEAR, Sean (NBM)	Softball (B)	Chino HS	05/20/2016
CASTANEDA, Saray (NBM)	Girls Soccer (B)	Chino HS	05/20/2016
CENICEROS SR., Jesse (NBM)	Football (B)	Chino HS	05/20/2016
CENICEROS, Jesse	Football (B)	Chino HS	05/20/2016
CORELLA, Roberto (NBM)	Boys Basketball (B)	Chino HS	05/20/2016
CRASK, Madison (NBM)	Volleyball (B)	Chino HS	05/20/2016
CROCKEM, Ronald (NBM)	Girls Basketball (B)	Chino HS	05/20/2016
CRUZ, Robert (NBM)	Football (B)	Chino HS	05/20/2016
DAVIS, Jonathon	Girls Basketball (B)	Chino HS	05/20/2016
DIAZ, Jorge (NBM)	Girls Soccer (B)	Chino HS	05/20/2016
DOYEL, David (NBM)	Baseball (B)	Chino HS	05/20/2016
ESQUIVEL, Vanessa (NBM)	Cross Country (B)	Chino HS	05/20/2016
GALLEGOS, Tony (NBM)	Football (B)	Chino HS	05/20/2016
GARDEA, Carlos (NBM)	Boys Soccer (B)	Chino HS	05/20/2016
GILLETTE, Vanessa (NBM)	Athletic Trainer (B)	Chino HS	05/20/2016
GLEESON, Megan (NBM)	Cross Country (B)	Chino HS	05/20/2016
GOMEZ, Noe (NBM)	Band (B)	Chino HS	05/20/2016
GONZALEZ, Ana (NBM)	Girls Soccer (B)	Chino HS	05/20/2016
HARREN, Ashley (NBM)	Water Polo (B)	Chino HS	05/20/2016
HARREN, Ashley (NBM)	Swim (B)	Chino HS	05/20/2016
HARTWELL, Matthew (NBM)	Band (B)	Chino HS	05/20/2016
HERNANDEZ, George (NBM)	Football (B)	Chino HS	05/20/2016
HINKLE, Michael	Tennis (B)	Chino HS	05/20/2016
HOWER, Joshua (NBM)	Water Polo (B)	Chino HS	05/20/2016
HOWER, Joshua (NBM)	Swim (B)	Chino HS	05/20/2016
HOWER, Teresa (NBM)	Water Polo (B)	Chino HS	05/20/2016
HOWER, Teresa (NBM)	Swim (B)	Chino HS	05/20/2016
INGLIMA, Heather	Volleyball (B)	Chino HS	05/20/2016
INGLIMA, Tom	Volleyball (B)	Chino HS	05/20/2016
KAYLOR, Matthew (NBM)	Football (B)	Chino HS	05/20/2016
LAGUMBAY, Emmanuel (NBM)	Band (B)	Chino HS	05/20/2016
LEACH, Jonathan (NBM)	Football (B)	Chino HS	05/20/2016
LEACH, Jonathan (NBM)	Baseball (B)	Chino HS	05/20/2016
LEANO, Victor (NBM)	Boys Basketball (B)	Chino HS	05/20/2016

**CERTIFICATED PERSONNEL** (cont.)

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE DATE</u></b>
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**APPOINTMENT – EXTRA DUTY - SUMMER** (cont.)

LUJAN, Mark (NBM)	Baseball (B)	Chino HS	05/20/2016
MEJICO, Dominic (NBM)	Boys Basketball (B)	Chino HS	05/20/2016
MORENO, Nicholas (NBM)	Football (B)	Chino HS	05/20/2016
MORENO, Omar (NBM)	Football (B)	Chino HS	05/20/2016
MURILLO, Joe (NBM)	Boys Basketball (B)	Chino HS	05/20/2016
OCHOA, Daniella (NBM)	Softball (B)	Chino HS	05/20/2016
OCHOA, Javier (NBM)	Baseball (B)	Chino HS	05/20/2016
PAVON, Manuel (NBM)	Boys Soccer (B)	Chino HS	05/20/2016
PROBST, Jonathan (NBM)	Band (B)	Chino HS	05/20/2016
RODRIGUEZ, Adrian (NBM)	Football (B)	Chino HS	05/20/2016
ROSALEZ, Victor	Boys Soccer (B)	Chino HS	05/20/2016
RUIZ-RIOS, Leonel (NBM)	Tennis (B)	Chino HS	05/20/2016
SMITH, Michael (NBM)	Softball (B)	Chino HS	05/20/2016
STARICKA, Damian	Girls Basketball (B)	Chino HS	05/20/2016
STARICKA, Damian	Softball (B)	Chino HS	05/20/2016
SURINA, John (NBM)	Baseball (B)	Chino HS	05/20/2016
SURINA, Michael	Baseball (B)	Chino HS	05/20/2016
TAPIA, Jose (NBM)	Football (B)	Chino HS	05/20/2016
TAYLOR, Lucas (NBM)	Wrestling (B)	Chino HS	05/20/2016
TORRES, Peter (NBM)	Cross Country (B)	Chino HS	05/20/2016
VALENZUELA, Benjamin	Football (B)	Chino HS	05/20/2016
VALENZUELA, Benjamin	Golf (B)	Chino HS	05/20/2016
ARTEAGA, Griselda (NBM)	Cross Country (B)	Chino Hills HS	05/20/2016
BALDOVINO, Joel (NBM)	Girls Basketball (B)	Chino Hills HS	05/20/2016
BARCENAS, Ruben (NBM)	Boys Basketball (B)	Chino Hills HS	05/20/2016
BERGMANN, James	Cross Country (B)	Chino Hills HS	05/20/2016
BUTLER, Stephanie (NBM)	Girls Basketball (B)	Chino Hills HS	05/20/2016
CALLES, Scott (NBM)	Football (B)	Chino Hills HS	05/20/2016
CHANG, Peter (NBM)	Water Polo (B)	Chino Hills HS	05/20/2016
CHANG, Peter (NBM)	Swim (B)	Chino Hills HS	05/20/2016
CHAVEZ, Kevin (NBM)	Baseball (B)	Chino Hills HS	05/20/2016
CONNELL, Douglas	Boys Soccer (B)	Chino Hills HS	05/20/2016
COTE, Brett (NBM)	Wrestling (B)	Chino Hills HS	05/20/2016
COTE, Thomas (NBM)	Football (B)	Chino Hills HS	05/20/2016
COTE, Thomas (NBM)	Wrestling (B)	Chino Hills HS	05/20/2016
DUNBAR, Jake (NBM)	Baseball (B)	Chino Hills HS	05/20/2016
EATON, Shane (NBM)	Softball (B)	Chino Hills HS	05/20/2016

**CERTIFICATED PERSONNEL** (cont.)

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE DATE</u></b>
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**APPOINTMENT – EXTRA DUTY - SUMMER** (cont.)

ESPINOSA, Jose	Football (B)	Chino Hills HS	05/20/2016
FLORES, Bryan (NBM)	Baseball (B)	Chino Hills HS	05/20/2016
FORD, Akacia	Athletic Trainer (B)	Chino Hills HS	05/20/2016
FORD, Walter	Football (B)	Chino Hills HS	05/20/2016
GARCELLI, Paul (NBM)	Football (B)	Chino Hills HS	05/20/2016
GARCIA, Denise (NBM)	Girls Soccer (B)	Chino Hills HS	05/20/2016
GILLING, Stephan (NBM)	Boys Basketball (B)	Chino Hills HS	05/20/2016
GOMEZ, Candelario	Football (B)	Chino Hills HS	05/20/2016
GONZALEZ, Oswaldo (NBM)	Football (B)	Chino Hills HS	05/20/2016
GONZALEZ, Oswaldo (NBM)	Softball (B)	Chino Hills HS	05/20/2016
GOTTBRECHT, John	Boys Basketball (B)	Chino Hills HS	05/20/2016
GUSMAN, Stephen (NBM)	Water Polo (B)	Chino Hills HS	05/20/2016
GUSMAN, Stephen (NBM)	Swim (B)	Chino Hills HS	05/20/2016
HEIDER, Brian (NBM)	Water Polo (B)	Chino Hills HS	05/20/2016
HOENISCH, Brad (NBM)	Softball (B)	Chino Hills HS	05/20/2016
JOHNSON, Christina (NBM)	Volleyball (B)	Chino Hills HS	05/20/2016
JOHNSON, Keland (NBM)	Football (B)	Chino Hills HS	05/20/2016
JONES, Vincent (NBM)	Girls Basketball (B)	Chino Hills HS	05/20/2016
KUNISHIMA, John	Water Polo (B)	Chino Hills HS	05/20/2016
KUNISHIMA, John	Swim (B)	Chino Hills HS	05/20/2016
MARQUEZ, Ronald (NBM)	Football (B)	Chino Hills HS	05/20/2016
MATTHEWS, Scott (NBM)	Boys Soccer (B)	Chino Hills HS	05/20/2016
MCGRAW, Elizabeth (NBM)	Athletic Trainer (B)	Chino Hills HS	05/20/2016
MELCHOR, Andrew (NBM)	Baseball (B)	Chino Hills HS	05/20/2016
MENA, Alan (NBM)	Boys Basketball (B)	Chino Hills HS	05/20/2016
MOORE, Darren (NBM)	Boys Basketball (B)	Chino Hills HS	05/20/2016
MOORE, Larry	Football (B)	Chino Hills HS	05/20/2016
OLIVER, Jennifer (NBM)	Girls Soccer (B)	Chino Hills HS	05/20/2016
OSTRANDER, Ryan (NBM)	Boys Basketball (B)	Chino Hills HS	05/20/2016
PACHECO, Delaney (NBM)	Girls Soccer (B)	Chino Hills HS	05/20/2016
PLASCENCIA, Andy (NBM)	Girls Soccer (B)	Chino Hills HS	05/20/2016
PLUNKETT, Dan (NBM)	Baseball (B)	Chino Hills HS	05/20/2016
PRESTSATER, Corey (NBM)	Football (B)	Chino Hills HS	05/20/2016
PRESTSATER, Corey (NBM)	Girls Basketball (B)	Chino Hills HS	05/20/2016
REHRER, Brett (NBM)	Water Polo (B)	Chino Hills HS	05/20/2016
REHRER, Brett (NBM)	Swim (B)	Chino Hills HS	05/20/2016
REINA, Gerald (NBM)	Football (B)	Chino Hills HS	05/20/2016
ROGERS, David (NBM)	Girls Basketball (B)	Chino Hills HS	05/20/2016

**CERTIFICATED PERSONNEL** (cont.)

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE DATE</u></b>
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**APPOINTMENT – EXTRA DUTY - SUMMER** (cont.)

SIMS, Melvin (NBM)	Boys Basketball (B)	Chino Hills HS	05/20/2016
SMITH, Scott (NBM)	Football (B)	Chino Hills HS	05/20/2016
SNOW, Craig (NBM)	Softball (B)	Chino Hills HS	05/20/2016
SOUTHWORTH, Michael (NBM)	Softball (B)	Chino Hills HS	05/20/2016
STANFORD, Ronald	Water Polo (B)	Chino Hills HS	05/20/2016
STANFORD, Ronald	Swim (B)	Chino Hills HS	05/20/2016
STEVENS, Christopher (NBM)	Football (B)	Chino Hills HS	05/20/2016
STEWART, Stanley (NBM)	Girls Basketball (B)	Chino Hills HS	05/20/2016
SWIFT, Micah (NBM)	Boys Soccer (B)	Chino Hills HS	05/20/2016
TIBBETS, Samuel (NBM)	Wrestling (B)	Chino Hills HS	05/20/2016
TRANTOW, Ian (NBM)	Boys Soccer (B)	Chino Hills HS	05/20/2016
VAUGHN, Scott (NBM)	Boys Soccer (B)	Chino Hills HS	05/20/2016
VELA, Oscar (NBM)	Boys Basketball (B)	Chino Hills HS	05/20/2016
WALTERS, Eric (NBM)	Wrestling (B)	Chino Hills HS	05/20/2016
WINTON, Bryce (NBM)	Water Polo (B)	Chino Hills HS	05/20/2016
WINTON, Bryce (NBM)	Swim (B)	Chino Hills HS	05/20/2016
BARAJAS, Enrique (NBM)	Boys Water Polo (B)	Don Lugo HS	05/20/2016
BAYLON, Cherry Mae (NBM)	Volleyball (B)	Don Lugo HS	05/20/2016
BECERRIL, Cesar (NBM)	Girls Soccer (B)	Don Lugo HS	05/20/2016
BELLOSO, Rodrigo (NBM)	Girls Basketball (B)	Don Lugo HS	05/20/2016
BUCKLEY, Camille (NBM)	Girls Basketball (B)	Don Lugo HS	05/20/2016
CALDERON, Lisa (NBM)	Girls Soccer (B)	Don Lugo HS	05/20/2016
CARPIO, Kevinz (NBM)	Athletic Trainer (B)	Don Lugo HS	05/20/2016
CARVER, Terri (NBM)	Girls Soccer (B)	Don Lugo HS	05/20/2016
CELESTINO, Raquel (NBM)	Water Polo (B)	Don Lugo HS	05/20/2016
CHEEVER, Gary (NBM)	Boys Water Polo (B)	Don Lugo HS	05/20/2016
CICCONE, Thomas	Cross Country (B)	Don Lugo HS	05/20/2016
DELEON, Steven	Basketball (B)	Don Lugo HS	05/20/2016
DONOHOO, James	Athletic Director (GF)	Don Lugo HS	05/20/2016
ESPARZA, Oscar (NBM)	Girls Basketball (B)	Don Lugo HS	05/20/2016
GANNO, Greg (NBM)	Football (B)	Don Lugo HS	05/20/2016
HUNTER, Devin (NBM)	Boys Water Polo (B)	Don Lugo HS	05/20/2016
KIM, Jae (NBM)	Football (B)	Don Lugo HS	05/20/2016
KNOWLES, Eve (NBM)	Volleyball (B)	Don Lugo HS	05/20/2016
LACKEY, Kristopher (NBM)	Football (B)	Don Lugo HS	05/20/2016
LANGRELL, Janna (NBM)	Cross Country (B)	Don Lugo HS	05/20/2016
LIZER, Toby	Water Polo (B)	Don Lugo HS	05/20/2016
POLITE, Coby	Cross Country (B)	Don Lugo HS	05/20/2016

**CERTIFICATED PERSONNEL** (cont.)

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE DATE</u></b>
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**APPOINTMENT – EXTRA DUTY - SUMMER** (cont.)

ROY, Alex (NBM)	Football (B)	Don Lugo HS	05/20/2016
SINGLETON, Carlyle (NBM)	Girls Basketball (B)	Don Lugo HS	05/20/2016
WALTZ, Eric (NBM)	Girls Basketball (B)	Don Lugo HS	05/20/2016
WHITE, Jessica (NBM)	Girls Soccer (B)	Don Lugo HS	05/20/2016

**APPOINTMENT – SUMMER SCHOOL TEACHERS**

BENNETT, Russell	2 <sup>nd</sup> Grade Teacher	Walnut ES	05/20/2016
HARRISON, Renee	3 <sup>rd</sup> Grade Teacher	Walnut ES	05/20/2016
INGRAM, Carol	5 <sup>th</sup> Grade Teacher	Walnut ES	05/20/2016
MANN, Mark	4 <sup>th</sup> Grade Teacher	Walnut ES	05/20/2016
RODRIGUEZ, Michael	Principal	Walnut ES	05/20/2016
SIMON, Karen	1 <sup>st</sup> Grade Teacher	Walnut ES	05/20/2016
VALENZUELA, Benito	6 <sup>th</sup> Grade Teacher	Walnut ES	05/20/2016
BARRETT, Arthur	Algebra Intervention	Ayala HS	05/20/2016
BOREN, Arthur	US History	Ayala HS	05/20/2016
CALDWELL, Stephanie	Integrated Math 2	Ayala HS	05/20/2016
CALLACI, Robert	English 7/8 Intensive	Ayala HS	05/20/2016
DREW, Scott	PE	Ayala HS	05/20/2016
FOLKNER-MILLS, Felicia	English 10CP	Ayala HS	05/20/2016
HATCH, Annette	English 11CP	Ayala HS	05/20/2016
LARNED, Kelly	Biology CP	Ayala HS	05/20/2016
LEE, Corinna	Principal	Ayala HS	05/20/2016
LERMA, Breanne	English 9CP	Ayala HS	05/20/2016
LOPEZ, David	Algebra 2	Ayala HS	05/20/2016
SOLIS, Sarah	Integrated Math 1	Ayala HS	05/20/2016
SWANBERG, John	World History	Ayala HS	05/20/2016
THIGPEN, William	ELD 4 & 5	Ayala HS	05/20/2016
BEARD, Daura	English 9CP	Buena Vista HS	05/20/2016
BEARD, Daura	English 10CP	Buena Vista HS	05/20/2016
BEARD, Daura	English 11CP	Buena Vista HS	05/20/2016
BEARD, Daura	English 12CP	Buena Vista HS	05/20/2016
GAMBOA, Mayra	Integrated Math 1	Buena Vista HS	05/20/2016
HUTT, Alison	Biology CP	Buena Vista HS	05/20/2016
HUTT, Alison	Earth Science	Buena Vista HS	05/20/2016
VASQUEZ, Rigo	Principal	Buena Vista HS	05/20/2016
AMELUXEN, John	Integrated Math 1	Chino Hills HS	05/20/2016
BERGMANN, James	World History	Chino Hills HS	05/20/2016
CHAVEZ, Ray	ELD 4 & 5	Chino Hills HS	05/20/2016

**CERTIFICATED PERSONNEL** (cont.)

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE DATE</u></b>
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**APPOINTMENT – SUMMER SCHOOL TEACHERS** (cont.)

ECKOLS, Steven	Health	Chino Hills HS	05/20/2016
GARCIA, Heather	Biology CP	Chino Hills HS	05/20/2016
GRANT, Don	PE	Chino Hills HS	05/20/2016
HUNTER, Mark	Principal	Chino Hills HS	05/20/2016
MURILLO, Chris	Algebra Intervention	Chino Hills HS	05/20/2016
MYERS, Maurice	English 9CP	Chino Hills HS	05/20/2016
NOVEK, Frank	Biology CP	Chino Hills HS	05/20/2016
PADILLA, Sarai	Lang. Arts Intervention	Chino Hills HS	05/20/2016
PAHL-MARTINEZ, Sabrina	Integrated Math 2	Chino Hills HS	05/20/2016
ROLLAND, Michael	English 10CP	Chino Hills HS	05/20/2016
VANSCHAIK, Kathleen	English 11CP	Chino Hills HS	05/20/2016
VIRAMONTES	Algebra 2	Chino Hills HS	05/20/2016
DORADO, Fernando			
WALWORTH, Floyd	US History	Chino Hills HS	05/20/2016

**APPOINTMENT – SUMMER SCHOOL TEACHERS – EXTENDED SCHOOL YEAR**

CAVANAUGH, Veronica	SDC M/M 3 <sup>rd</sup> – 4 <sup>th</sup> Grade	Walnut ES	05/20/2016
DEL ROSARIO, Michael	SDC M/M 5 <sup>th</sup> Grade	Walnut ES	05/20/2016
DELORIA, Denise	SDC M/M 2 <sup>nd</sup> Grade	Walnut ES	05/20/2016
GRISSOM, Austin	SDC M/S K – 3 <sup>rd</sup> Grade	Walnut ES	05/20/2016
HAYES, Kristi	Autism Pre K - K	Walnut ES	05/20/2016
KHAN, Bruce	SDC M/M 6 <sup>th</sup> Grade	Walnut ES	05/20/2016
KNIGHT, Kristen	SDC M/M 4 <sup>th</sup> – 5 <sup>th</sup> Grade	Walnut ES	05/20/2016
LEGG, Jill	SDC M/S 4 <sup>th</sup> – 6 <sup>th</sup> Grade	Walnut ES	05/20/2016
MORALES, Dana	SDC M/M K – 2 <sup>nd</sup> Grade	Walnut ES	05/20/2016
MURPHY, Erica	Autism 4 <sup>th</sup> – 6 <sup>th</sup> Grade	Walnut ES	05/20/2016
PETERSON, DAWN	SDC M/M 3 <sup>rd</sup> Grade	Walnut ES	05/20/2016
SALINAS, Julia	SDC M/M 5 <sup>th</sup> – 6 <sup>th</sup> Grade	Walnut ES	05/20/2016
SKEW STONE, Deborah	Autism 1 <sup>st</sup> – 3 <sup>rd</sup> Grade	Walnut ES	05/20/2016
ARMIJO, Michelle	SDC M/S 9 <sup>th</sup> – 12 <sup>th</sup> Grade	Ayala HS	05/20/2016
CUADRAS, Cori	SDC M/S 9 <sup>th</sup> – 12 <sup>th</sup> Grade	Ayala HS	05/20/2016
EUBANKS, Yi	SDC M/S Adult Transition	Ayala HS	05/20/2016
GUTIERREZ, Eugene	SDC M/S Adult Transition	Ayala HS	05/20/2016
UEHARA, Kelly	SDC M/S 7 <sup>th</sup> – 8 <sup>th</sup> Grade	Ayala HS	05/20/2016
GOMEZ, Candalario	SDC M/M Intervention Math 9 <sup>th</sup> – 12 <sup>th</sup> Grade	Chino Hills HS	05/20/2016
LAIRD, Shae	SDC M/M 7 <sup>th</sup> – 8 <sup>th</sup>	Chino Hills HS	05/20/2016
MARTINEZ, Leticia	SDC M/M Study Skills Math	Chino Hills HS	05/20/2016

**CERTIFICATED PERSONNEL** (cont.)

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE DATE</u></b>
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**APPOINTMENT – SUMMER SCHOOL TEACHERS – EXTENDED SCHOOL YEAR** (cont.)

MARTINEZ, Leticia	SDC M/M Study Skills ELA	Chino Hills HS	05/20/2016
MONTIEL, Maria	SDC M/M Intervention ELA 9 <sup>th</sup> – 12 <sup>th</sup> Grade	Chino Hills HS	05/20/2016
SHARP, Erin	SDC M/M 7 <sup>th</sup> – 8 <sup>th</sup>	Chino Hills HS	05/20/2016
STRAHAN, Thomas	Adaptive P.E.	Walnut ES Ayala HS Chino Hills HS	05/20/2016
SPRING, Joanne	Adaptive P.E.	Walnut ES Ayala HS Chino Hills HS	05/20/2016

**RETIREMENT**

HIRCHAG, Nancy (27 years of service)	Elementary Teacher	Wickman ES	07/01/2016
YOUNG, Randal (35 years of service)	Secondary Teacher	Woodcrest JHS	06/10/2016
CONTRERAS, Miguel (24 years of service)	Secondary Teacher	Boys Republic HS	06/01/2016
LOMBARDO, Phillip (30 years of service)	Secondary Teacher	Buena Vista HS	06/10/2016
BARTMAN, Bruce (30 years of service)	Secondary Teacher	Chino HS	07/01/2016
MARTINEZ, Carmen (18 years of service)	Secondary Teacher	Chino HS	06/10/2016

**RESIGNATION**

CHEN, Linh	Special Ed. Teacher	Rhodes ES	05/12/2016
CHIRINO, Natasha	Special Ed. Teacher	Chino HS	06/09/2016
BAIK, Steven	Secondary Teacher	Chino Hills HS	06/10/2016
BRULE, Beverly	Music Teacher	Elementary Curr.	06/08/2016
DAYNEKO, Robin	International Counselor	Secondary Curr.	06/09/2016

**HIRED AT THE APPROPRIATE PLACEMENT ON THE CERTIFICATED SALARY SCHEDULE AND APPROPRIATE CREDENTIAL FOR THE 2016/2017 SCHOOL YEAR**

GRACIA III, Arthur	Social Science Teacher	Ayala HS	08/09/2016
CACHO, Dalia	Social Science Teacher	Buena Vista HS	08/09/2016

**CERTIFICATED PERSONNEL** (cont.)

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE DATE</u></b>
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**LEAVE OF ABSENCES – JOB SHARES – 2016/2017**

CINTRA DO PRADO, Theresa	Transitional Kindergarten 40%	Chaparral ES	2016/2017
SOMERVILLE, Carol	Transitional Kindergarten 60%	Chaparral ES	2016/2017

**LEAVE OF ABSENCE – 2016/2017**

BURTON, Christopher	Secondary Teacher	Townsend JHS	2016/2017
GIRONAS, Kattia	School Nurse 10%	Health Services	2016/2017
MOTT, Jenny	School Nurse 2%	Health Services	2016/2017
MURILLO, Denise	School Nurse 20%	Health Services	2016/2017
PARKS, Susan	School Nurse 8%	Health Services	2016/2017
SOMERS, Dorothy	Speech/Language Path 60%	Special Ed	2016/2017
WEBER, Marianne	Speech/Language Path 5%	Special Ed.	2016/2017

**APPOINTMENT OF CERTIFICATED SUBSTITUTES EFFECTIVE AUGUST 17, 2015, THROUGH JUNE 30, 2016**

BAIN, Sam	MURRAY, Debra
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**CLASSIFIED PERSONNEL**

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE DATE</u></b>
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**HIRED AT THE APPROPRIATE PLACEMENT ON THE CLASSIFIED SALARY SCHEDULE****APPOINTMENT**

CARRUTHERS, Michelle	IA/SPED/SDC (SELPA/GF)	Marshall ES	05/20/2016
DIAZ, Karla	Typist Clerk II (GF)	Cal Aero K-8	05/20/2016
GUTIERREZ, Deborah	Central Kitchen Asst. (NS)	Ramona JHS	05/20/2016
CORONA, Teresa	Custodian I (GF)	Boys Republic HS	05/20/2016

**ADDITIONAL ASSIGNMENT**

WEAST, Alysia	IA/Childhood Ed (CDF)	Newman FC	05/20/2016
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**PROMOTION**

GREEN, James	FROM: Custodian I (GF)	Wickman ES	05/20/2016
	8 hrs./261 contract days		
	TO: Custodian II (GF)	Wickman ES	
	8 hrs./261 contract days		
DIAZ, Albert	FROM: Custodian I (GF)	Ayala HS	05/20/2016
	8 hrs./261 contract days		
	TO: Custodian II (GF)	Borba ES	
	8 hrs./261 contract days		
LOGAN, Taylor	FROM: IA/Childhood Ed (CDF)	Chaparral FC	08/15/2016
	3.5 hrs./180 work days		
	TO: Child Care Spec. (CDF)	Chaparral FC	
	2.5 hrs./180 work days		

**APPOINTMENT – SUPPLEMENTAL INSTRUCTION – SUMMER SCHOOL**

ALMAZAN, Dawn	IA/SPED/SH (SS)	Walnut ES	06/16/2016
BENNETT, Maria	IA/SPED/SH (SS)	Walnut ES	06/16/2016
BORJA, Julie	IA/SPED/SH (SS)	Walnut ES	06/16/2016
FREEMAN, Sandra	School Secretary I (SS)	Walnut ES	06/13/2016
GALINDO, Patricia	IA/SPED/SDC (SS)	Walnut ES	06/16/2016
GARCIA, Vickie	IA/SPED/SDC (SS)	Walnut ES	06/16/2016
GUTIERREZ, Laura	Nutrition Srvcs. Mgr. I (SS)	Walnut ES	06/16/2016
GUTIERREZ, Laura	Custodian I (SS)	Walnut ES	06/16/2016
HARING, Jeanette	IA/SPED/SDC (SS)	Walnut ES	06/16/2016

**CLASSIFIED PERSONNEL** (cont.)

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE DATE</u></b>
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**APPOINTMENT – SUPPLEMENTAL INSTRUCTION – SUMMER SCHOOL** (cont.)

HORSLEY-SUAREZ, Jane	Health Technician (SS)	Walnut ES	06/13/2016
HORTA-BARSAMIAN, Sandra	IA/SPED/SH (SS)	Walnut ES	06/16/2016
HUSTON, Linda	IA/SPED/SH (SS)	Walnut ES	06/16/2016
LOPEZ, Elizabeth	IA/SPED/SH (SS)	Walnut ES	06/16/2016
MCCOOL, Bonnie	IA/SPED/SDC (SS)	Walnut ES	06/16/2016
MIER, Sylvia	IA/SPED/SDC (SS)	Walnut ES	06/16/2016
NELMS, Susan	IA/SPED/SDC (SS)	Walnut ES	06/16/2016
OCAMPO, Jeffrey	IA/SPED/SH (SS)	Walnut ES	06/16/2016
RAGAY, Vivian	IA/SPED/SDC (SS)	Walnut ES	06/16/2016
RODRIGUEZ, Veronica	IA/SPED/SH (SS)	Walnut ES	06/16/2016
SWARTZ, Katherine	IA/SPED/SH (SS)	Walnut ES	06/16/2016
ULLOA, Georgina	IA/SPED/SDC (SS)	Walnut ES	06/16/2016
WILLIAMS, Susan	IA/SPED/SH (SS)	Walnut ES	06/16/2016
ANCHONDO, Lori	Noon Ground Supervisor (SS)	Ayala HS	06/16/2016
BAEZA, Lourdes	IA/SPED/SH (SS)	Ayala HS	06/16/2016
CLARK, Holly	IA/SPED/SH (SS)	Ayala HS	06/16/2016
DAMICO, Jonathan	School Secretary I (SS)	Ayala HS	06/13/2016
EDWARDS, Cynthia	IA/SPED/SH (SS)	Ayala HS	06/16/2016
GARCIA, Janelle	IA/SPED/SH (SS)	Ayala HS	06/16/2016
HORNE, Wendy	IA/SPED/SH (SS)	Ayala HS	06/16/2016
LOPEZ, Iryna	Sec. Library/Media Asst. (SS)	Ayala HS	06/06/2016
MADRID, Steven	Custodian I (SS)	Ayala HS	06/16/2016
MAMORA, Aldrich	IA/SPED/SH (SS)	Ayala HS	06/16/2016
PEREZ, Jose Martin	IA/SPED/SH (SS)	Ayala HS	06/16/2016
PROUDFIT, Stephanie	IA/SPED/SH (SS)	Ayala HS	06/16/2016
ROCHA, Janet	Health Technician (SS)	Ayala HS	06/13/2016
RODRIGUEZ, Maria L.	IA/SPED/SH (SS)	Ayala HS	06/16/2016
ROSALES, Perla	High School Receptionist (SS)	Ayala HS	06/17/2016
VELHAGEN-DIZON, Claire	Nutrition Srvcs. Mgr. II (SS)	Ayala HS	06/16/2016
QUEVEDO, Patricia	Nutrition Srvcs. Mgr. II (SS)	Buena Vista HS	06/16/2016
TUCKER, Holly	School Secretary I (SS)	Buena Vista HS	06/20/2016
COMPTON, Irene	School Secretary I (SS)	Chino Hills HS	06/13/2016
DELAROSA, Maria	IA/SPED/SDC (SS)	Chino Hills HS	06/16/2016
FERRIERA, Linda	Nutrition Srvcs. Mgr. II (SS)	Chino Hills HS	06/16/2016
GREENLER, Diane	Sec. Library/Media Asst. (SS)	Chino Hills HS	06/06/2016
HUTCHENS, Vicki	High School Receptionist (SS)	Chino Hills HS	06/16/2016
MACIAS, Alba	IA/SPED/SDC (SS)	Chino Hills HS	06/16/2016
MACKIE, Dawn	IA/SPED/SDC (SS)	Chino Hills HS	06/16/2016

**CLASSIFIED PERSONNEL** (cont.)

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE DATE</u></b>
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**APPOINTMENT – SUPPLEMENTAL INSTRUCTION – SUMMER SCHOOL** (cont.)

MELENDEZ, Joy	Health Technician (SS)	Chino Hills HS	06/13/2016
MOLINA, Alejandro	Custodian I (SS)	Chino Hills HS	06/16/2016
PACHECO, Erica	IA/SPED/SDC (SS)	Chino Hills HS	06/16/2016
SCHULER, Tracy	IA/SPED/SDC (SS)	Chino Hills HS	06/16/2016
WOODEN, Bulena	Noon Ground Supervisor (SS)	Chino Hills HS	06/16/2016
FISK, Tanya	Adaptive PE Instr. Aide (SS)	Special Education	06/16/2016
MATA, Anna	Adaptive PE Instr. Aide (SS)	Special Education	06/16/2016

**LAYOFFS PER RESOLUTION 2015/2016-56**

CRUZ, Dora	Grant Support Specialist (CDF)	Health Services	06/30/2016
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**EXERCISED DISPLACEMENT RIGHTS DUE TO LAYOFF**

DE LA TORRE, Maria	IA/Childhood Ed. (CDF)	Health Services	07/01/2016
FROYA, Brenda	IA/Childhood Ed. (CDF)	Health Services	07/01/2016

**RESIGNATION**

JONES, Evelyn	IA/SPED/RSP (SELPA/GF)	Dickson ES	05/27/2016
CUELLAR, Jeremie	Custodian I (GF)	Cal Aero K-8	05/07/2016
VELASCO, Jesse	Maintenance III HVAC-R (GF)	Maintenance	05/31/2016

**RETIREMENT**

FARIAS, Ed (17 years of service)	Custodian I (GF)	Cattle ES	04/15/2016
SKADSEM, Leslie (28 years of service)	School Secretary I (GF)	Country Springs ES	07/01/2016
KENEASTER, Jo Ann (20 years of service)	Health Technician (GF)	Briggs K-8	06/09/2016
MCMURRAY, Virginia (20 years of service)	School Secretary I (GF)	Briggs K-8	07/01/2016

**APPOINTMENT OF SHORT TERM EMPLOYEES EFFECTIVE JANUARY 1, 2016, THROUGH JUNE 30, 2016**

VINES, Jennet	IA/SPED/SH	Special Ed.	
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**CLASSIFIED PERSONNEL** (cont.)

**APPOINTMENT OF CLASSIFIED SUBSTITUTES EFFECTIVE JULY 1, 2015, THROUGH  
JUNE 30, 2016**

GILBERT, Eboni  
ROJAS, Rafael Jr.

LIVINGSTON, Luci  
WERLING, Chloe

ROCHA, Iria

(504) = Federal Law for Individuals with Handicaps  
(ACE) = Ace Driving School  
(ASB) = Associated Student Body  
(ASF) = Adult School Funded  
(ATE) = Alternative to Expulsion  
(B) = Booster Club  
(BTSA) = Beginning Teacher Support & Assessment  
(C) = Categorically Funded  
(CAHSEE)= California High School Exit Exam  
(CC) = Children's Center (Marshall)  
(CDF) = Child Development Fund  
(CSR) = Class Size Reduction  
(CVLA) = Chino Valley Learning Academy  
(CWY) = Cal Works Youth  
(E-rate) = Discount Reimbursements for Telecom.  
(G) = Grant Funded  
(GF) = General Fund  
(HBE) = Home Base Education  
(MM) = Measure M – Fund 21  
(MAA) = Medi-Cal Administrative Activities  
(MH) = Mental Health – Special Ed.  
(NBM) = Non-Bargaining Member  
(ND) = Neglected and Delinquent  
(NS) = Nutrition Services Budget  
(OPPR) = Opportunity Program  
(PFA) = Parent Faculty Association  
(R) = Restricted  
(ROP) = Regional Occupation Program  
(SAT) = Saturday School  
(SB813) = Medi-Cal Admin. Activities Entity Fund  
(SELPA) = Special Education Local Plan Area  
(SOAR) = Students on a Rise  
(SPEC) = Spectrum Schools  
(SS) = Summer School  
(SWAS) = School within a School  
(VA) = Virtual Academy  
(WIA) = Workforce Investment Act

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**Our Motto:**  
Student Achievement • Safe Schools • Positive School Climate  
Humility • Civility • Service

**DATE:** May 19, 2016

**TO:** Members, Board of Education

**FROM:** Wayne M. Joseph, Superintendent

**PREPARED BY:** Grace Park, Ed.D., Assistant Superintendent, Human Resources  
Daniel P. Mellon, ARM-P, Director, Risk Management and Human Resources

**SUBJECT: REJECTION OF CLAIMS**

=====

**BACKGROUND**

Claim 16-04-05 was submitted on April 19, 2016, by Milford W. Dahl, Jr., attorney, on behalf of Betty Luna Acosta, great-grandmother of a student at Marshall ES. Claimant alleges personal injuries and seeks unspecified damages and a settlement demand that lies within the jurisdiction of the Superior Court.

Claim 16-04-06 was submitted on April 19, 2016, by Milford W. Dahl, Jr., attorney, on behalf of a student at Marshall ES. Claimant alleges personal injuries and seeks unspecified damages and a settlement demand that lies within the jurisdiction of the Superior Court.

The Board is requested to reject the claims against the District to allow the insurance carriers to investigate the merits of the claims and make a recommendation regarding disposition.

Approval of this item supports the goals identified within the District's Strategic Plan.

**RECOMMENDATION**

It is recommended the Board of Education reject the claims and refer them to the District's insurance adjuster.

**FISCAL IMPACT**

Unknown at present.

WMJ:GP:DPM:lag

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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Humility • Civility • Service

**DATE:** May 19, 2016  
**TO:** Members, Board of Education  
**FROM:** Wayne M. Joseph, Superintendent  
**PREPARED BY:** Grace Park, Ed.D., Assistant Superintendent, Human Resources  
Lea Fellows, Director, Human Resources  
Richard Rideout, Director, Human Resources  
**SUBJECT: NEW JOB DESCRIPTION FOR INSTRUCTIONAL COACH**

=====

**BACKGROUND**

Job descriptions are a statement of duties, qualifications, and responsibilities associated with a particular job. It is a matter of standard practice to modify and/or create job descriptions as new positions become necessary, jobs evolve, and responsibilities and duties change. Additionally, changes in organizational structure, student needs, and other factors require the creation of new positions to support the District's mission of increased student achievement.

The Instructional Coach position parallels the current Intervention Specialist job to better serve the goals and objectives of the District as they relate to educational and instructional achievement.

Approval of this item supports the goals identified within the District's Strategic Plan.

**RECOMMENDATION**

It is recommended the Board of Education approve the new job description for Instructional Coach.

**FISCAL IMPACT**

This position is within the approved budget.

WMJ:GP:LF:RR:jaf

CHINO VALLEY UNIFIED SCHOOL DISTRICT

**INSTRUCTIONAL COACH**

**DESCRIPTION OF POSITION:**

THE ROLE OF THE INSTRUCTIONAL COACH IS TO BUILD TEACHER CAPACITY AND PROVIDE SUPPORT TO BOTH TEACHERS AND ADMINISTRATORS TO SUPPORT STUDENT LEARNING. THE INSTRUCTIONAL COACH REPORTS DIRECTLY TO THE SCHOOL SITE PRINCIPAL IN CONJUNCTION WITH THE DIRECTOR, PROFESSIONAL DEVELOPMENT. THE INSTRUCTIONAL COACH WILL WORK COLLABORATIVELY WITH GENERAL AND SPECIAL EDUCATION TEACHERS, ADMINISTRATORS AND OTHER STAFF TO PROVIDE SUPPORT IN THE IMPLEMENTATION OF STATE STANDARDS, USING A MULTI-TIERED APPROACH TO INSTRUCTION, INCLUDING APPROPRIATE EVIDENCE-BASED STRATEGIES TO PROVIDE ACCESS TO CORE INSTRUCTION FOR ALL STUDENTS. THE INSTRUCTIONAL COACH IS A SUPPORT POSITION AND DOES NOT INCLUDE THE EVALUATION OF TEACHERS.

**MAJOR DUTIES AND RESPONSIBILITIES:**

AN INSTRUCTIONAL COACH IS A DEDICATED PROFESSIONAL DEVELOPMENT EXPERT WHO WORKS WITH TEACHERS TO INCREASE STUDENT ACHIEVEMENT THROUGH IMPROVED TEACHER PRACTICE. INSTRUCTIONAL COACHES PROVIDE JOB-EMBEDDED PROFESSIONAL DEVELOPMENT WITH AN EMPHASIS ON INQUIRY-BASED LEARNING, DIFFERENTIATED INSTRUCTION, AND COLLABORATIVE PRACTICES. THIS POSITION IS CHARACTERIZED BY THE RESPONSIBILITY TO DESIGN AND MODEL LESSONS FOR TEACHERS, OBSERVE INSTRUCTION AND PROVIDE TEACHERS FEEDBACK, FACILITATE PROFESSIONAL DEVELOPMENT ACTIVITIES, ANALYZE STUDENT DATA, STAY ABREAST OF CURRENT RESEARCH AND EFFECTIVE INSTRUCTIONAL STRATEGIES.

**E = ESSENTIAL FUNCTION**

**MAJOR DUTIES AND RESPONSIBILITIES :**

SUPPORTS EFFECTIVE TEACHING OF THE COMMON CORE STATE STANDARDS WITH A FOCUS ON IMPROVING STUDENT ACHIEVEMENT. **(E)**

COLLABORATIVELY PLANS AND CONDUCTS DEMONSTRATION LESSONS, CO-PLANS, CO-TEACHES

**MAJOR DUTIES  
AND  
RESPONSIBILITIES  
(CONT.):**

AND PROVIDES FEEDBACK TO TEACHERS WITH A FOCUS ON EFFECTIVE TEACHING PRACTICES AND DIFFERENTIATION OF INSTRUCTION. **(E)**

MODELS, EFFECTIVE, DIFFERENTIATED INSTRUCTION. **(E)**

PROVIDES TEACHERS RESOURCES RELATED TO CURRICULUM AND INSTRUCTION. **(E)**

CONDUCTS FOCUSED OBSERVATIONS AND USES PRE AND POST CONFERENCES FOR PLANNING AND DEBRIEFING LESSONS WITH TEACHERS. **(E)**

ASSISTS IN THE DESIGN, IMPLEMENTATION, AND COORDINATION OF PROFESSIONAL DEVELOPMENT OF EFFECTIVE INSTRUCTIONAL STRATEGIES THAT SUPPORTS INCREASED STUDENT ACHIEVEMENT AND USE OF ASSESSMENTS TO INFORM INSTRUCTION. **(E)**

WORKS WITH TEACHERS TO MANAGE, INTERPRET, USE SUMMATIVE AND FORMATIVE ASSESSMENT DATA, SYSTEMATICALLY EXAMINE STUDENT WORK, PLAN, AND DELIVER APPROPRIATE INSTRUCTION, INTERVENTION AND ACCOMMODATION STRATEGIES FOR ALL STUDENTS. **(E)**

ASSISTS TEACHERS IN ALIGNING THEIR TEACHING WITH APPROPRIATE STANDARDS, CURRICULUM, AND ASSESSMENTS. **(E)**

PROVIDES ENCOURAGEMENT AND EMOTIONAL SUPPORT TO TEACHERS WHILE MAINTAINING A CONFIDENTIAL, COLLEGIAL RELATIONSHIP. **(E)**

ASSISTS TEACHERS WITH IDENTIFICATION OF STUDENT LEARNING DIFFICULTIES AND PLANNING APPROPRIATE INTERVENTION STRATEGIES OF DIVERSE LEARNERS. **(E)**

SUPPORTS INSTRUCTIONAL TECHNOLOGY INTEGRATION ACROSS THE CONTENT AREAS. **(E)**

ASSISTS AND SUPPORTS TEACHERS IN THE IMPLEMENTATION OF DISTRICT-ADOPTED MATERIALS. **(E)**



**MAJOR DUTIES  
AND  
RESPONSIBILITIES  
(CONT.):**

PARTICIPATES IN TEACHER WORK GROUPS, INCLUDING PROFESSIONAL LEARNING COMMUNITIES, IN SUPPORT OF ANALYZING DATA, SHARING EFFECTIVE INSTRUCTIONAL PRACTICES, AND LESSON PLANNING. **(E)**

ATTENDS DISTRICT AND SITE PROFESSIONAL DEVELOPMENT RELATED TO EXPANDING COACHING EXPERTISE, PEDAGOGICAL REPERTOIRE, CONTENT KNOWLEDGE, AND SYSTEMATIC ANALYSIS OF STUDENT WORK DATA. **(E)**

WORKS COLLABORATIVELY AND COLLEGIALLY WITH OTHER INSTRUCTIONAL COACHES, DISTRICT, AND SITE BASED STAFF. **(E)**

PARTICIPATES IN FACULTY AND OTHER SITE LEVEL MEETINGS. **(E)**

SUPERVISES PUPILS IN OUT-OF-CLASSROOM ACTIVITIES DURING THE ASSIGNED WORKING DAY.

PERFORMS RELATED DUTIES AS ASSIGNED.

**CREDENTIALS:**

MUST POSSESS A VALID ELEMENTARY/MULTIPLE SUBJECT/SINGLE SUBJECT/STANDARD CALIFORNIA TEACHING CREDENTIAL, WITH CLAD, BCLAD, SB169, OR SB395 CERTIFICATION. MUST MEET NO CHILD LEFT BEHIND (NCLB) CRITERIA AS A "HIGHLY QUALIFIED" TEACHER.

**EDUCATION AND  
EXPERIENCE:**

MINIMUM OF FIVE (5) YEARS OF SUCCESSFUL TEACHING EXPERIENCE WITH DEMONSTRATED EFFECTIVENESS IN IMPLEMENTATION OF EFFECTIVE INSTRUCTIONAL TEACHING PRACTICES, ASSESSMENT, AND SUPPORT OF ACCESS TO RIGOROUS INSTRUCTION FOR ALL STUDENTS, INCLUDING ENGLISH LANGUAGE LEARNERS AND SPECIAL EDUCATION STUDENTS.

EXPERIENCE IN RESEARCH-BASED INSTRUCTIONAL PRACTICES.

**EDUCATION AND  
EXPERIENCE  
(CONT.):**

SUCCESSFUL EXPERIENCE WORKING WITH A DIVERSE ADULT AND STUDENT POPULATION.

EXPERIENCE IN COACHING, MENTORING, OR MODELING OF LESSONS.

EXPERIENCE IN GROUP FACILITATION AND CONDUCTING PROFESSIONAL DEVELOPMENT.

EXCELLENT SKILLS IN COMMUNICATION, ORGANIZATION, AND TIME MANAGEMENT.

SKILLFUL IN ANALYZING ASSESSMENT DATA, INSTRUCTIONAL PLANNING, AND DEVELOPING PROFESSIONAL DEVELOPMENT OF TEACHERS.

EFFECTIVE COLLABORATION AND INTERPERSONAL SKILLS FOR BUILDING AN ENVIRONMENT OF TRUST.

DEMONSTRATED INTEREST AND ENGAGEMENT IN PROFESSIONAL LEARNING AND REFLECTION.

HAVE A VALID DRIVER'S LICENSE, BE ABLE TO DRIVE, AND HAVE ABILITY TO OBTAIN AND MAINTAIN INSURABILITY STATUS UNDER THE DISTRICT'S VEHICLE INSURANCE POLICY.

EMPLOYMENT ELIGIBILITY THAT MAY INCLUDE FINGERPRINTS, HEALTH (TB), AND/OR OTHER EMPLOYMENT CLEARANCE.

**SUPERVISION:**

REPORTS DIRECTLY TO THE PRINCIPAL IN CONJUNCTION WITH THE DIRECTOR, PROFESSIONAL DEVELOPMENT.

**WORKING  
CONDITIONS:**

SUBJECT TO FREQUENT INTERRUPTIONS AND EXTENSIVE CONTACT WITH STUDENTS, STAFF, PARENTS, AND THE PUBLIC.

DEMANDING TIMELINES.

MAY REQUIRE DRIVING TO OTHER SCHOOL SITES AND DISTRICT LOCATIONS.

**ENVIRONMENT:**

INDOOR AND OUTDOOR ENVIRONMENT.

**PHYSICAL DEMANDS:**

BENDING AT THE WAIST, KNEELING OR CROUCHING, AND REACHING TO RETRIEVE AND MAINTAIN FILES AND RECORDS.

REACHING OVERHEAD, ABOVE THE SHOULDERS AND HORIZONTALLY.

DEXTERITY OF HANDS AND FINGERS TO OPERATE STANDARD OFFICE EQUIPMENT, COMPUTER KEYBOARD, AND OTHER EQUIPMENT NECESSARY TO COMPLETE THE REQUIRED DUTIES.

HEARING AND SPEAKING TO EXCHANGE INFORMATION IN PERSON AND ON THE TELEPHONE.

VISUAL ABILITY TO READ, AND TO PREPARE/PROCESS DOCUMENTS.

SITTING, STANDING, AND SPEAKING FOR EXTENDED PERIODS.

CLIMBING, OCCASIONAL USE OF STEPLADDERS.

PHYSICAL ACTIVITY MAY BE REQUIRED, WHICH COULD INCLUDE MODERATE LIFTING.

**HAZARDS:**

EXTENDED VIEWING OF COMPUTER MONITOR.

WORKING AROUND AND WITH OFFICE EQUIPMENT HAVING MOVING PARTS.

WORKING WITH UNCOOPERATIVE PERSONNEL.

**BOARD APPROVED:**

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

Student Achievement • Safe Schools • Positive School Climate  
Humility • Civility • Service

**DATE:** May 19, 2016

**TO:** Members, Board of Education

**FROM:** Wayne M. Joseph, Superintendent

**PREPARED BY:** Grace Park, Ed.D., Assistant Superintendent, Human Resources  
Lea Fellows, Director, Human Resources  
Richard Rideout, Director, Human Resources

**SUBJECT: STUDENT TEACHING AGREEMENTS WITH THE UNIVERSITY OF  
PHOENIX AND CALIFORNIA STATE UNIVERSITY, LONG BEACH**

=====

**BACKGROUND**

Internships provide a high quality of learning, support and practical classroom experience for professionals in training. The Chino Valley Unified School District has an opportunity to establish a student teaching agreement with the University of Phoenix and California State University, Long Beach.

Approval of this item supports the goals identified within the District's Strategic Plan.

**RECOMMENDATION**

It is recommended the Board of Education approve the student teaching agreements with the University of Phoenix and California State University, Long Beach.

**FISCAL IMPACT**

None.

WMJ:GP:LF:RR:jaf



University of Phoenix  
Academic Affairs  
1625 Fountainhead Parkway  
Mailstop: CF-SX03  
Tempe, AZ 85282  
(602) 387-2834 Fax (602) 383-5099

**UNIVERSITY OF PHOENIX  
SCHOOL AFFILIATION AGREEMENT-California**

This Affiliation Agreement made and entered into this 26<sup>th</sup> day of April, 2016, by and between The University of Phoenix, Inc., an Arizona for-profit corporation, hereinafter referred to as the "UNIVERSITY" and Chino Valley Unified School District, an entity domiciled in the State of California, hereinafter referred to as the "SCHOOL."

**I. PURPOSE**

The purpose of this Agreement is to provide education experiences for selected UNIVERSITY students, hereinafter "STUDENTS", which take place at the SCHOOL and in which the SCHOOL will participate.

**II. OBLIGATIONS OF THE UNIVERSITY**

1. The UNIVERSITY will offer educational programs accredited by appropriate organizations; and will determine standards of education, hours of instruction, learning experiences, administration, matriculation, promotion, and graduation.
2. The UNIVERSITY will keep all records and reports on STUDENT experiences in accordance with UNIVERSITY policy and regulatory requirements.
3. The UNIVERSITY will plan with the SCHOOL, in advance, its schedule of STUDENT assignments to the designated areas, including dates and numbers of STUDENTS.
4. The UNIVERSITY agrees to inform STUDENTS that STUDENTS shall be responsible for following the rules and regulations of the SCHOOL, including recognition of the confidential nature of information regarding pupils and their records.
5. The UNIVERSITY will provide to the SCHOOL a copy of course objectives for the learning experience. The SCHOOL, together with the UNIVERSITY, will make arrangements for evaluating the learning experience.
6. The UNIVERSITY will assign a faculty supervisor who will collaborate with the SCHOOL'S mentoring teacher. For purposes of this Agreement, the term "mentoring teacher" shall be defined as the district educator who has been assigned to supervise the STUDENT.
7. STUDENTS shall not be considered as employees or agents of the UNIVERSITY.
8. To help defray costs associated with the placement of STUDENTS at the SCHOOL, the UNIVERSITY shall pay compensation in accordance with Exhibit A, attached hereto and incorporated herein, upon completion of STUDENT'S assignment at the SCHOOL, or at

such other time as the parties agree.

### **III. OBLIGATIONS OF THE SCHOOL**

1. The SCHOOL shall maintain sole responsibility for the instruction, education and welfare of its pupils. SCHOOL shall be responsible for providing adequate staffing necessary to maintain the highest level of quality education for its pupils.
2. The SCHOOL agrees that STUDENTS assigned to it for counseling, administration, teaching, and/or observation experiences are under the supervision, control, and responsibility of the SCHOOL.
3. The SCHOOL shall retain the right, in its sole discretion, to request the removal of any individual from any area of the SCHOOL premises. STUDENTS shall be instructed by the UNIVERSITY to promptly and without protest leave an area whenever they are requested to do so by an authorized SCHOOL representative.
4. The SCHOOL shall provide qualified mentoring teachers for STUDENTS. Mentoring teachers will be resource persons for STUDENTS and UNIVERSITY faculty while at the SCHOOL. Mentoring teachers selected by SCHOOL will: a) assist in orienting STUDENTS to the SCHOOL, the classroom, and the pupils; b) explain all SCHOOL and district policies, rules, and regulations to STUDENTS; c) provide prompt and substantive feedback to STUDENTS regarding all performance activities and interactions with SCHOOL personnel, pupils, and parents; d) complete evaluations of STUDENTS' progress and submit them to the University faculty supervisor, after reviewing them with the applicable STUDENT; e) immediately inform the University faculty supervisor of any concerns regarding a STUDENT; f) establish a time to meet and discuss with STUDENTS their activities, impressions, reflections, and suggestions for goals and areas of improvement; g) (For student teaching) supervise STUDENTS on a daily basis - if the mentoring teacher is absent from the classroom for any reason, a certified substitute must be assigned to the classroom. Student teachers holding a 30 day sub permit are allowed to sub in their assigned classroom or other school site classrooms with the approval of university personnel.
5. The SCHOOL shall provide to UNIVERSITY and STUDENTS the policies and procedures and other relevant materials to allow STUDENTS to function appropriately within the SCHOOL.
6. STUDENTS assigned to the SCHOOL shall follow the SCHOOL'S protocols for health and safety. The SCHOOL will provide necessary emergency medical services to STUDENTS.
7. The SCHOOL shall permit STUDENTS access to the library facilities/curriculum laboratories available to their personnel. STUDENTS may not remove materials from the SCHOOL without appropriate approval.
8. The SCHOOL shall keep confidential and shall not disclose to any person or entity (a) STUDENT applications; (b) STUDENT health records or reports; and/or (c) any STUDENT records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, concerning any STUDENT participating in the education experiences provided by SCHOOL, unless such disclosure is authorized by the STUDENT or is ordered by a court of competent jurisdiction. SCHOOL shall adopt and enforce policies and procedures necessary to protect the confidentiality of STUDENT records as defined herein.
9. STUDENTS shall not be considered employees or agents of the SCHOOL.

#### **IV. INDEMNIFICATION**

1. Each party (the "Indemnifying Party") shall indemnify, hold harmless, and, at the request of the other party, defend the other party (the "Indemnified Party") from and against any and all claims, losses, liabilities, costs, and expenses including reasonable attorney's fees, established by judgment or alternative resolution award, arising from (a) any material breach of any provision of this Agreement or (b) the negligence or willful misconduct in the performance of obligations hereunder by the Indemnifying Party or any employee, agent, or other representative of the Indemnifying Party.
2. UNIVERSITY and SCHOOL shall provide prompt notification to one another and, to the extent allowed by law, shall reasonably cooperate with one another in the defense of, any lawsuits, claims, or threatened claims that pertain to services provided pursuant to this Agreement.

#### **V. INSURANCE**

1. UNIVERSITY and SCHOOL each shall maintain, as a minimum, Commercial General Liability Insurance written on an occurrence basis with insurance companies acceptable to the other party for limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, as assurance of its accountability for any such losses, claims, liabilities, or expenses.
2. Upon written request, a party shall provide the other party with a certificate evidencing such insurance coverage.
3. Insurance required by UNIVERSITY to be maintained hereunder may be provided under: (a) an individual policy; (b) a blanket policy or policies which may include other liabilities, properties and locations of UNIVERSITY or its affiliates; (c) a plan of self-insurance, provided that UNIVERSITY or any guarantor of UNIVERSITY'S obligations under this Agreement maintains, during the period of such self-insurance, a net worth of at least Fifty Million Dollars (\$50,000,000); or (d) a combination of any of the foregoing insurance programs.

#### **VI. REPRESENTATIONS AND WARRANTIES**

1. Each party to this Agreement represents and warrants that (i) it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby applicable to it; and (ii) it has taken all action necessary to authorize the execution, delivery and performance of this Agreement, and this Agreement has been duly executed and delivered to such party.

#### **VII. GENERAL PROVISIONS**

1. Neither the SCHOOL nor the UNIVERSITY will discriminate against any person because of race, color, religion, sex, or national origin, nor discriminate against any STUDENT or student applicant with a disability pursuant to law as set forth in the Americans with Disabilities Act.
2. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the

UNIVERSITY and the SCHOOL and their employees, STUDENTS, or agents, but rather is an Agreement by and among two independent contractors. Each STUDENT is placed with the SCHOOL in order to receive educational experience as part of the academic curriculum; duties performed by a STUDENT are not performed as an employee of the SCHOOL but rather in fulfillment of the academic requirements of the educational experience and are performed under direct supervision by SCHOOL personnel. To the extent allowed under state law, neither the SCHOOL nor the UNIVERSITY is required to provide workers' compensation coverage for the STUDENTS participating in the educational experience. UNIVERSITY acknowledges that nothing in this Agreement shall be construed to confer any right upon the UNIVERSITY or UNIVERSITY personnel to participate in, control, or direct operations at the SCHOOL.

3. The SCHOOL shall timely notify the UNIVERSITY when any UNIVERSITY employee or STUDENT has been involved in a reported incident and the UNIVERSITY shall have the opportunity to participate in any on-going investigation and shall have access to any oral or written reports and any other documentation related to the reported incident.
4. The SCHOOL and its employees shall not be entitled to compensation from the UNIVERSITY for services or actions of benefit to the UNIVERSITY which are part of or related to the educational program, however, as a professional courtesy, the mentoring teacher may be entitled to payment of the reasonable and customary honorarium or, alternatively, may at some campuses have the opportunity to enroll in a UNIVERSITY course upon completion of the supervisory assignment.
5. This Agreement constitutes the entire agreement as to the rights and obligations of the parties hereto and supersedes all prior and contemporaneous agreements and undertaking of the parties pertaining to the referenced subject matter.
6. Amendments to this Agreement may be made at any time, provided, however, that any amendments, modifications or alterations shall be made only in writing and shall become effective only upon the written approval of both the UNIVERSITY and the SCHOOL. Further, this Agreement may not be assigned by either party without prior written approval of the other party.
7. No waiver or breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing signed by the party waiving the breach.
8. In the event that any provision of this Agreement shall be held void, voidable, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
9. This Agreement is not intended to create any rights or interests for any other person or entity other than the SCHOOL or the UNIVERSITY.
10. This Agreement will be governed by the laws of the State of California and shall in all respects be interpreted, enforced, and governed by California laws.



**VIII. ARBITRATION**

1. In the event any dispute or controversy arising out of this Agreement cannot be settled by the parties, such controversy or dispute shall be submitted to arbitration in Chino, California, and for this purpose each party hereby expressly consents to such arbitration in such place. In the event the parties cannot mutually agree upon an arbitrator and procedure to settle their dispute or controversy within fifteen (15) days after written demand by one of the parties for arbitration, then the dispute or controversy shall be arbitrated by a single arbitrator pursuant to the then-existing rules and regulations of the American Arbitration Association governing commercial transactions. The decision of the arbitrator shall be binding upon the parties hereto for all purposes, and judgment to enforce any such binding decision may be entered in a court of competent jurisdiction in San Bernardino County, California. Each party hereby expressly and irrevocably consents to the jurisdiction of said court. At the request of either party, arbitration proceedings shall be conducted in the utmost secrecy. In such case, all documents, testimony and records shall be received, heard and maintained by the arbitrator in secrecy, available for inspection only by either party and by their attorneys and experts who shall agree, in advance and in writing, to receive all such information in secrecy. In all other respects, the arbitration shall be conducted pursuant to the Uniform Arbitration Act as adopted in the State of California and then existing rules and regulations of the American Arbitration Association governing commercial transactions to the extent such rules and regulations are not inconsistent with such Act or this Agreement.

**IX. TERM AND NOTICE**

1. This Agreement shall become effective on **April 26, 2016**, and shall remain in effect until terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. Notwithstanding any such termination, all STUDENTS already enrolled in and participating in education experiences at SCHOOL at the time of the notice of termination shall be given a period of time not to exceed six (6) months from the date of the notice of termination during which to complete their education experiences at SCHOOL.
2. Any notice given under this Agreement may be given by personal delivery, overnight air express, or certified United States mail, return receipt requested. Notice shall be deemed to be given either (a) upon actual receipt, if notice is by personal delivery or by overnight air express; or (b) five (5) business days after mailing, if the notice is by United States mail, return receipt requested. Notice under this Agreement shall be given in writing to the parties at the addresses stated below, or to such other persons or places as either party may from time to time designate by written notice to the other party.

If to the UNIVERSITY:                      University of Phoenix  
College of Education  
1625 Fountainhead Parkway  
Mailstop: CF-SX03  
Tempe, AZ 85282

With a copy to:                              University of Phoenix  
Apollo Legal Services  
4025 S. Riverpoint Parkway  
Mail Stop AA-F102  
Phoenix, AZ 85040

If to the SCHOOL:

Chino Valley Unified School District  
5130 Riverside Drive  
Chino, CA 91710

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first subscribed above.

**UNIVERSITY:**

**AGENCY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A**

In accordance with Section II, paragraph 8, UNIVERSITY shall compensate the following upon completion of the STUDENT's assignment:

**Mentoring Teacher**

**\$30.00/per week per student teaching assignment**



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## STUDENT FIELD PLACEMENT AGREEMENT

This agreement ("Agreement") is between the Trustees of the California State University (CSU) on behalf of California State University Long Beach ("University") and Chino Valley USD ("Facility").  
(please enter the complete legal name of the entity)

University offers degree programs in a wide variety of disciplines, which are academically enhanced by practical experiences outside of the traditional classroom setting. For this Agreement, the Facility shall provide practical experience pursuant to the terms of this agreement and serve as a learning site offering facilities, resources and supervision to students. In consideration the mutual promises and conditions set forth below, the University and the Facility ("Party or Parties") agree as follows:

- I. **EDUCATIONAL PROGRAMS** – The following University educational programs are included in this Agreement and are governed by the corresponding Exhibit(s):

*Exhibit A – Nursing Program Protocol, consisting of two(2) pages*

II. **GENERAL PROVISIONS**

- A. **Term of Agreement** - The term of this Agreement shall begin when fully executed and shall continue until terminated. Either Party may terminate this agreement upon thirty (30) days written notice. If either Party sends a Notice of Termination prior to the completion of an academic semester, all students enrolled at that time shall be allowed to continue their placement until the conclusion of that academic semester.
- B. **Relationship of Parties** – Facility (including its employees and agents) shall act in an independent capacity and not as officers, employees or agents of CSU or University. Nothing in this Agreement shall be construed to constitute a partnership, joint venture or any other relationship other than that of independent contractors.
- C. **Indemnification** - University shall be responsible for damages caused by the negligence of its directors, officers, agents and employees as defined by law, and agrees to indemnify and hold harmless Facility (including its officers, agents and employees) from any and all liability arising out of the negligent acts, omissions or willful misconduct of University directors, officers, agents or employees in the performance of this Agreement.

Facility shall be responsible for damages caused by the negligence of its directors, officers, agents and employees, and agrees to indemnify and hold harmless CSU and University (including its officers, agents and employees) from any and all liability arising out of the negligent acts, omissions or willful misconduct of Facility's directors, officers, agents or employees in the performance of this Agreement.

D. **Insurance**

1. Each Party shall maintain general liability insurance, comprehensive or commercial form, with a minimum limit of \$1,000,000 for each occurrence and \$3,000,000 general aggregate. If Facility offers medical or professional services, Facility shall also carry professional liability (or errors and omissions) coverage with the same minimum limits. Each Party shall maintain workers' compensation insurance as required by law.
2. University shall arrange for the students to be covered by an insurance policy providing general and professional liability with limits of \$2,000,000 each occurrence and \$4,000,000 general aggregate.
3. Workers' compensation insurance coverage for students shall be provided by Facility.

- E. **Confidentiality of Student Records** - Student records shall remain confidential as required by the Family Educational Rights and Privacy Act (FERPA). Neither Party shall release any protected student information without written consent of the student, unless required to do so by law or as dictated by the terms of this Agreement.

- F. **Governing Law** – This agreement shall be construed in accordance with and governed by the laws of the State of California, except where superseded by federal law. All actions or proceedings arising in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of the County of Los Angeles, State of California.

- G. **Endorsement** - Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties.

**H. Assignments** - This Agreement is not assignable in whole or in part by either Party.

**I. Fair Labor Standards Act and Displacement of Organization Employees** – It is not the intention of this Agreement for students to perform services that would displace or replace regular employees of Facility.

**J. Confidentiality of Medical Records (HIPAA)** – [For medical placements] All of Facility’s medical records and charts created in connection with Clinical Training shall be and shall remain the property of Facility. For purposes of this Agreement and patient confidentiality under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Students shall be considered to be members of Facility’s “Workforce,” as defined at 45 Code of Federal Regulations (C.F.R.) §160.103.

In the course of Clinical Training at Facility, Students may have access to Protected Health Information, as defined at 45 C.F.R. §160.103, and shall be subject to Facility’s HIPAA Privacy and Security policies and procedures. Students may be required to participate in training related to Facility’s HIPAA Privacy and Security policies and procedures.

The Parties agree that University is not a “business associate” of Facility under HIPAA. University will not be performing or assisting in the performance of covered HIPAA functions on behalf of Facility. There will be no exchange of individually identifiable protected health information between University and Facility.

**K. Nondiscrimination** - Both Parties shall not discriminate unlawfully against any student in placement or continuation in a fieldwork program, nor shall they discriminate unlawfully against any employee or applicant for employment.

**L. Services Responsibility**- Facility shall retain professional and administrative responsibility for all services rendered at Facility.

**M. Severability** - If any provision of this agreement is held invalid by any law, rule, order of regulation of any government, or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.

**N. Authority** - Each Party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing agreements or obligations.

**O. Entire Agreement** – This document contains the entire agreement and understanding of the Parties, and supersedes all prior agreements, arrangements, and understandings with respect to the subject matter of this document. No amendment, alternation or variation of the terms of the Agreement shall be valid unless made in writing and signed by the Parties hereto.

**University:**

California State University, Long Beach  
1250 Bellflower Blvd., BH-346  
Long Beach, CA 90840-0123

**Facility:** Chino Valley USD

(please enter the complete legal name of the entity)

5130 Riverside Dr

Chino, CA 91710

909-628-1201

Phone Number

Email

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

Exhibit A  
CLINICAL AND GRADUATE NURSING PROGRAMS  
PROGRAM PROTOCOL  
Student Field Placement Agreement

The California State University Long Beach (University) and the Nursing Programs shown below are approved by the California State University (CSU) Trustees, and such a program requires clinical fieldwork experience and the use of clinical facilities.

The California Board of Registered Nurses has accredited the University's Nursing Program.

Both parties (University and Facility as identified on the signature page of this Agreement) agree to the mutual benefit hereto that students of the University's School of Nursing use the Facility for fieldwork experience.

At all times during operation of this Agreement the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement, and are not employees or agents of the University.

**A. Facility Shall:**

1. Permit upon approval designated University students to receive clinical nursing experience at Facility in the hereinafter listed types of University Programs, and shall furnish and permit such students and University instructors reasonable access to appropriate clinical facilities for such clinical field work experience.
2. Furnish appropriate clinical facilities, on a rotational basis, in such a manner that there will be no conflict in the use thereof between the University's students and those from other educational institutions, if any.
3. Maintain the clinical facilities used so that they at all times shall conform to the requirements of the California Department of Health Services and The Joint Commission.
4. Assure that staff is adequate in number and quality to insure safe and continuous health care to individuals.
5. Coordinate emergency first aid or medical treatment if a student suffers an injury or illness during the course of a student's field education experience.
6. Permit and encourage members of the resident staff and attending medical staff of the Facility to participate in the instructional phase of the clinical nursing experience. This shall include permission to attend meetings of the University's Nursing Faculty, or any committee thereof, to coordinate the clinical nursing experience program provided for under this Agreement.
7. Have the right to refuse participation to any University student who is not participating satisfactorily in the program. In the event Facility determines a student is not satisfactorily participating in the program, Facility shall consult with University regarding the reasons for denying participation of such student.

**B. For Programs in Graduate Nursing, Facility Shall Also:**

Provide to University students, qualified preceptors for coordination and/or administration learning experience. Preceptors will plan, supervise and evaluate student learning experiences. Preceptors will meet with University faculty member(s) responsible for the Graduate Nursing Program to coordinate field placement learning experience. University and Facility will mutually agree upon selection of preceptors.

**C. University Shall:**

1. Designate enrolled University Nursing students to be assigned for clinical experience at Facility, in such numbers as are mutually agreed to by both parties.
2. Establish a rotation plan for the clinical nursing experience in the type of nursing specified in paragraph A.1 above; provided, however, that the specific training areas to be used therefore shall be selected subsequently by mutual agreement between Facility and University.
3. Certify to Facility at the time each student first reports at Facility to participate in said program that said student will comply with the health screening requirements including immunization and testing required by Facility, verification of background checks (life scans) and HIPPA training certification.
4. Maintain attendance and academic records of students participating in the Programs.
5. Require every student to conform to all applicable Facility policies, procedures, regulations, and all requirements and restrictions specified jointly by representatives of the University and Facility.
6. In consultation and coordination with Facility staff, plan for the clinical experience to be provided to students under this Agreement. This shall include an arrangement for periodic conferences between appropriate representatives of the University and Facility to evaluate the clinical fieldwork experience program provided under this Agreement.
7. Provide and be responsible for the care and control of the University's education supplies, materials and equipment used for instruction during said program.
8. Require University's clinical nursing instructors to notify Facility's staff in advance of:
  - Student nursing schedules
  - Placement of students in clinical assignments
  - Changes in clinical assignments

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

Student Achievement • Safe Schools • Positive School Climate  
Humility • Civility • Service

**DATE:** May 19, 2016  
**TO:** Members, Board of Education  
**FROM:** Wayne M. Joseph, Superintendent  
**SUBJECT: REVISION OF BOARD POLICY 5116.1 STUDENTS—INTRADISTRICT OPEN ENROLLMENT**

=====

**BACKGROUND**

Board policies, administrative regulations, and bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current practice. Board Policy 5116.1 Students—Intradistrict Open Enrollment is being revised to clarify the District’s process under the heading Enrollment Priorities item 6.

New language is provided in UPPER CASE.

Consideration of this item supports the goals identified within the District’s Strategic Plan.

**RECOMMENDATION**

It is recommended the Board of Education receive for information the revision of Board Policy 5116.1 Students—Intradistrict Open Enrollment.

**FISCAL IMPACT**

None.

WMJ:pk



## **INTRADISTRICT OPEN ENROLLMENT**

The Board of Education desires to provide enrollment options that meet the diverse needs and interests of district students and parents/guardians, while also balancing enrollment in order to maximize the efficient use of district facilities. The Superintendent shall establish procedures for the selection and transfer of students among district schools in accordance with law, Board policy, and administrative regulation.

(cf. 5117 - Interdistrict Attendance)

The parents/guardians of any student who resides within district boundaries may apply to enroll their child in any district school, regardless of the location of residence within the district. (Education Code 35160.5)

(cf. 5111.1 - District Residency)

(cf. 5111.12 - Residency Based on Parent/Guardian Employment)

The Board shall annually review this policy. (Education Code 35160.5, 48980)

The District will not assume any responsibility for transportation of students who have received an intra-district transfer.

### **Enrollment Priorities**

No student currently residing within a school's attendance area shall be displaced by another student transferring from outside the attendance area. (Education Code 35160.5)

(cf. 5116 - School Attendance Boundaries)

The Superintendent or designee shall grant priority to any district student to attend another district school, including a charter school, outside his/her attendance area as follows:

1. Any student enrolled in a district school that has been identified on the state's open enrollment list. (Education Code 48354)

(cf. 5118 – Open Enrollment Act Transfers)

2. If a district school receiving Title I funds are identified for program improvement (PI), corrective action, or restructuring, all students enrolled in that school shall be provided an option to transfer to another district school. (20 USC 6316)

**INTRADISTRICT OPEN ENROLLMENT (cont.)**

(cf. 0420.4 - Charter Schools)  
 (cf. 0520.2 - Title I Program Improvement School)  
 (cf. 6117.1 - Title I Programs)

3. If while on school grounds, a student becomes the victim of a violent criminal offense, he/she shall be provided an option to transfer to another district school. (20 USC 7912)
4. If a student attends a school designated by the California Department of Education as "persistently dangerous," he/she shall be provided an option to transfer to another district school. (20 USC 7912; 5 CCR 11992)

(cf. 0450 - Comprehensive Safety Plan)

5. The Superintendent or designee may approve a student's transfer to a district school that is at capacity and otherwise closed to transfers upon finding that special circumstances exist that might be harmful or dangerous to the student in the current attendance area, including, but not limited to, threats of bodily harm or threats to the emotional stability of the student.

To grant priority under these circumstances, the Superintendent must have received either: (Education Code 35160.5)

- a. A written statement from a representative of an appropriate state or local agency, including but not limited to a law enforcement official or social worker, or a properly licensed registered professional, including but not limited to a psychiatrist, psychologist, or marriage and family therapist
  - b. A court order, including a temporary restraining order and injunction
6. Siblings of students who have established residency in a school shall have first priority for available space at that school in succeeding years, if the older or younger sibling is currently enrolled. Once the sibling has been enrolled, he/she has established residency at that school. Schools may enroll siblings on a day specially established for that purpose prior to the enrollment of other students.

EFFECTIVE WITH THE 2016/2017 SCHOOL YEAR, FOR THE SIBLING PREFERENCE TO APPLY, THE SIBLINGS MUST BOTH ATTEND THE SAME SCHOOL IN THE SAME SCHOOL YEAR.

7. The next priority for open enrollment will be students whose parent/guardian is assigned to that school as his/her primary place of employment.

**INTRADISTRICT OPEN ENROLLMENT (cont.)**

8. Residency established through the open enrollment option applies only to the elementary, junior high, or high school that granted the transfer. It does not extend to the other schools in the attendance area of choice.

Students enrolled in a school other than their neighborhood attendance area school, through the open enrollment (choice) option, shall declare while in the sixth grade and again in the eighth, whether they desire to remain in the feeder junior high or high school of their selected resident school of choice. The parent must complete an application for the selected school during the open enrollment application period. This election is subject to space availability at the requested school. When sufficient space is not available, requests for admission will be handled in the same random, unbiased, lottery selection process. Students not admitted will be placed on a waiting list (which expires on September 30, each year for all sites. Siblings will have priority as described above. Students not admitted will return to their neighborhood school of residence according to district attendance boundaries.

9. When applications for a given school(s) exceeds available space, all requests for admission will be handled on a random, unbiased lottery basis. By law, a first come, first served selection process does not constitute a random unbiased process.

After the initial lottery has been conducted when space is not available to accommodate all applicants, students shall be placed on a waiting list for the school of choice and be enrolled in the school of the attendance area in which they reside. The waiting list shall be established to indicate the rank order in which students may be accepted as openings occur. Parents will be notified of their child's position on the waiting list. The list will expire on September 30 each year for all sites.

The Superintendent, or designee, shall inform applicants by mail as to whether their applications have been approved, denied, or placed on a waiting list. If the application is denied, the reasons for denial shall be stated.

10. The parent/guardian may request an intradistrict transfer for other special circumstances that do not fall within #1 through #8 above. The Superintendent or designee shall review such requests on a case-by-case basis before making a decision regarding approval.

**INTRADISTRICT OPEN ENROLLMENT (cont.)**

For all other applications for enrollment outside a school's attendance area, the Superintendent or designee shall use a random, unbiased selection process to determine who shall be admitted whenever a school receives admission requests that are in excess of the school's capacity. (Education Code 35160.5)

Enrollment decisions shall not be based on a student's academic or athletic performance, except that existing entrance criteria for specialized schools or programs may be used provided that the criteria are uniformly applied to all applicants. Academic performance may be used to determine eligibility for, or placement in, programs for gifted and talented students. (Education Code 35160.5)

(cf. 6172 - Gifted and Talented Student Program)

Parents are required to enroll their child in the school in their attendance area until notified of the transfer approval. Students who are not enrolled in their attendance area school on the first day of school may be removed from the transfer process.

**Application and Selection Process**

The Superintendent or designee shall calculate each school's capacity in a nonarbitrary manner using student enrollment and available space. (Education Code 35160.5)

The Superintendent or designee shall use a random, unbiased selection process to determine who shall be admitted whenever the school receives admission requests that are in excess of the school's capacity. (Education Code 35160.5)

Enrollment decisions shall not be based on a student's academic or athletic performance, except that existing entrance criteria for specialized schools or programs may be used provided that the criteria are uniformly applied to all applicants. Academic performance may be used to determine eligibility for, or placement in, programs for gifted and talented students. (Education Code 35160.5)

(cf. 6172 - Gifted and Talented Student Program)

**Transportation**

Except as required by 20 USC 6316 for transfers out of Title I program improvement schools, the District shall not be obligated to provide transportation for students who attend school outside their attendance area.

(cf. 3540 - Transportation)

(cf. 3250 - Bus Passes & Transportation Fees)

**INTRADISTRICT OPEN ENROLLMENT (cont.)**

**Legal Reference:**

EDUCATION CODE

200 Prohibition against discrimination

35160.5 District policies; rules and regulations

35291 Rules

35351 Assignment of students to particular schools

46600-46611 Interdistrict attendance agreements

48200 Compulsory attendance

48204 Residency requirements for school attendance

48300-48316 Student attendance alternatives, school district of choice program 48350-48361

Open Enrollment Act

48980 Notice at beginning of term

CODE OF REGULATIONS, TITLE 5

11992-11994 Definition of persistently dangerous schools

UNITED STATES CODE, TITLE 20

6316 Transfers from program improvement schools

7912 Transfers from persistently dangerous schools

CODE OF FEDERAL REGULATIONS, TITLE 34

200.36 Dissemination of information

200.37 Notice of program improvement status, option to transfer

200.39 Program improvement, transfer option

200.42 Corrective action, transfer option

200.43 Restructuring, transfer option

200.44 Public school choice, program improvement schools

200.48 Transportation funding for public school choice

COURT DECISIONS

Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275

ATTORNEY GENERAL OPINIONS

85 Ops.Cal.Atty.Gen. 95 (2002)

**Management Resources:**

U.S. DEPARTMENT OF EDUCATION NONREGULATORY GUIDANCE

Public School Choice, January 2009

Unsafe School Choice Option, May 2004

WEBSITES

California School Boards Association: [www.csba.org](http://www.csba.org)

California Department of Education, Unsafe School Choice Option: [www.cde.ca.gov/ls/ss/se/usco.asp](http://www.cde.ca.gov/ls/ss/se/usco.asp)

U.S. Department of Education, No Child Left Behind: [www.nclb.gov](http://www.nclb.gov)

**Chino Valley Unified School District**

Policy approved: January 23, 1997

Revised: October 5, 2000

Revised: September 4, 2003

Revised: April 2, 2009

Revised: January 7, 2016

REVISED:

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

Student Achievement • Safe Schools • Positive School Climate  
Humility • Civility • Service

**DATE:** May 19, 2016

**TO:** Members, Board of Education

**FROM:** Wayne M. Joseph, Superintendent

**PREPARED BY:** Norm Enfield, Ed.D., Deputy Superintendent, Curriculum,  
Instruction, Innovation, and Support  
Don Jones, Director, Secondary Curriculum and Instruction  
Julian A. Rodriguez, Director, Assessment and Instructional  
Technology  
Dan Sosa, Director, Elementary Curriculum and Instruction

**SUBJECT: REVISION OF BOARD POLICY AND ADMINISTRATIVE  
REGULATION 5121 STUDENTS – GRADES/EVALUATION OF  
STUDENT ACHIEVEMENT**

=====

**BACKGROUND**

Board policies, administrative regulations, and bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current District practice. Board Policy and Administrative Regulation 5121 Students – Grades/Evaluation of Student Achievement are being revised to reflect current District practices. The administrative regulation is being revised more specifically to reflect new law, Assembly Bill 2160, which requires districts to submit the grade point average (GPA) of students in grade 12 to the Cal Grant program. Further, it condenses material prohibiting lowering of a foster youth’s grades for absences due to a change in placement or specified court-related activities, and replaces two options regarding grading for repeated classes with optional language that the highest grade received will be used in calculating the GPA.

New language is provided in UPPER CASE while old language to be deleted is ~~lined through~~.

Consideration of this item supports the goals identified within the District’s Strategic Plan.

**RECOMMENDATION**

It is recommended the Board of Education receive for information the revision of Board Policy and Administrative Regulation 5121 Students – Grades/Evaluation of Student Achievement.

**FISCAL IMPACT**

None.

WMJ:NE:DJ:JAR:DS:smr

**GRADES/EVALUATION OF STUDENT ACHIEVEMENT**

The Board of Education believes THAT grades serve a valuable instructional purpose by helping students and parents/guardians UNDERSTAND PERFORMANCE EXPECTATIONS AND identifying the student's areas of strength and those areas needing improvement. Parents/guardians and students have the right to receive course grades that represent an accurate evaluation of the student's achievement in mastering course content.

(cf. 5020 - Parents Rights and Responsibilities)  
(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

The Superintendent or designee shall establish a uniform grading system based on standards that apply to all students in that course and grade level. Principals and teachers shall ensure that student grades conform to the S system. Teachers shall inform students and parents/guardians how student achievement will be evaluated in the classroom.

~~A TEACHER Grades shall be based A STUDENT'S GRADE on impartial, consistent observation of the quality of the student's work and his/her mastery of course content and DISTRICT STANDARDS objectives. Students shall have the opportunity to demonstrate this mastery through a variety of methods such as classroom participation, homework, tests, and portfolios. The Board recognizes portfolios may be especially useful in assessing how skills, knowledge, and thought processes have been combined from a number of different subject areas.~~

(cf. 6011 - Academic Standards)  
(cf. 61625.5 - Student Assessment)

The teacher of each course shall determine the student's grade. The grade assigned by the teacher shall not be changed by the Board or the Superintendent except as provided by law, Board policy and administrative regulation. (Education Code 49066)

(cf. 5125.3 - Challenging Student Records)

When reporting student ~~grades~~ PERFORMANCE to parents/guardians, teachers may add narrative descriptions, observational notes, and/or samples of classroom work in order to better describe student progress in specific skills and subcategories of achievement.

~~Teachers shall evaluate a student's work in relation to standards which apply to all students at his/her grade level. The Superintendent or designee shall establish and regularly evaluate a uniform grading system, and principals shall ensure that student grades conform to this system. Teachers shall inform students and parents/guardians how student achievement will be evaluated in the classroom as outlined in the course syllabus.~~

(cf. 6020 - Parent Involvement)  
(cf. 6011 - Academic Standards)

**GRADES/EVALUATION OF STUDENT ACHIEVEMENT (cont.)**

A REPORT CARD FOR A STUDENT WITH A DISABILITY MAY CONTAIN INFORMATION ABOUT HIS/HER DISABILITY, INCLUDING WHETHER THAT STUDENT RECEIVED SPECIAL EDUCATION OR RELATED SERVICES, PROVIDED THAT THE REPORT CARD INFORMS PARENTS/GUARDIANS ABOUT THEIR CHILD'S PROGRESS OR LEVEL OF ACHIEVEMENT IN SPECIFIC CLASSES, COURSE CONTENT, OR CURRICULUM. HOWEVER, TRANSCRIPTS THAT MAY BE USED TO INFORM POSTSECONDARY INSTITUTIONS OR PROSPECTIVE EMPLOYERS OF THE STUDENT'S ACADEMIC ACHIEVEMENTS SHALL NOT CONTAIN INFORMATION DISCLOSING THE STUDENT'S DISABILITY.

(cf. 5125 - Student Records)

(cf. 6159 - Individualized Education Program)

(cf. 6164.6 - Identification and Education Under Section 504)

~~Teachers shall maintain supporting documentation, i.e. gradebooks, for student grades for a period of one year after the completion of the course for which the grade was given.~~

**Grade Criteria**

Grades are based upon objective criteria. Teachers shall communicate their grading criteria to the site principal, parents/guardians and students at the beginning of the school year and/or beginning of each TRIMESTER/semester.

**TRANSITIONAL KINDERGARTEN THROUGH GRADE 6****PERFORMANCE LEVEL MARKS**

- 4 EXTENDING – STUDENTS AT THE EXTENDING LEVEL OF PERFORMANCE HAVE AN IN DEPTH UNDERSTANDING OF GRADE LEVEL PERFORMANCE STANDARDS EXPECTED AT THIS POINT OF THE SCHOOL YEAR.
- 3 ACHIEVING – STUDENTS AT THE ACHIEVING LEVEL OF PERFORMANCE ARE CONSISTENTLY MEETING THE GRADE LEVEL PERFORMANCE STANDARD EXPECTED AT THIS POINT OF THE SCHOOL YEAR.
- 2 PROGRESSING – STUDENTS AT THE PROGRESSING LEVEL OF PERFORMANCE ARE PARTIALLY MEETING THE GRADE LEVEL PERFORMANCE STANDARDS EXPECTED AT THIS POINT OF THE SCHOOL YEAR.



**GRADES/EVALUATION OF STUDENT ACHIEVEMENT (cont.)**

- 1 BEGINNING/STANDARD NOT MET – STUDENTS AT THE BEGINNING/STANDARD NOT MET ARE NOT YET MEETING THE GRADE LEVEL PERFORMANCE STANDARDS EXPECTED AT THIS POINT OF THE SCHOOL YEAR.

PERFORMANCE LEVEL MARKS DESCRIBE STUDENTS' PROGRESS TOWARD YEAR-END STANDARDS.

**FOR GRADES 7 – 12**

A	<del>Advanced</del> 90-100 percent
B	<del>Proficient</del> 80-89 percent
C	<del>Basic</del> 70-79 percent
D	<del>Below Basic</del> 60-69 percent
F	<del>Far Below Basic</del> below 60 percent

**LETTER GRADE - A -~~Advanced~~**

Students at THIS ~~the advanced~~ level demonstrate broad and in-depth understanding of complex concepts and skills embedded in the standards and benchmarks. They make abstract and insightful connections among ideas. These students provide extensive evidence for inferences and justification of solutions. They demonstrate the ability to apply knowledge and skills effectively and independently by applying sophisticated strategies to solve complex problems. These students communicate effectively and thoroughly, invariably supplying answers which are beyond the obvious. They are able to present clear, insightful, logical, sequential, and detailed descriptions of their thought processes.

**LETTER GRADE - B -~~Proficient~~**

Students at THIS ~~the proficient~~ level demonstrate thorough understanding of concepts and skills embedded in the standards and benchmarks. These students are able to extend their understanding by making meaningful multiple connections among independent ideas and concepts, providing supporting evidence for inferences and justification of solutions. They apply concepts and skills to solve problems using appropriate strategies. THESE ~~Proficient~~ students communicate effectively. They provide clear, logical, sequential descriptions of their thought processes.

**LETTER GRADE - C -~~Basic~~**

Students performing at THIS ~~the basic~~ level demonstrate understanding of concepts embedded in the standards and benchmarks. They make simple and GENERAL ~~basic~~ connections among ideas, PROVIDE ~~providing~~ limited supporting evidence for inferences and solutions. These students apply concepts and skills to routine problem solving situations. ~~Basic students' communication may be limited because of few details or unclear logic. These students do not yet have a thorough understanding of the standards.~~

**GRADES/EVALUATION OF STUDENT ACHIEVEMENT (cont.)****LETTER GRADE-D ~~-Below Basic~~**

Students performing at THIS ~~the below basic~~ level demonstrate minimal understanding of concepts and skills embedded in the standards and benchmarks. They occasionally make connections among ideas, PROVIDE ~~providing~~ minimal evidence or support for inferences and solutions. ~~These students have difficulty applying basic knowledge and skills. Below basic students communicate ineffectively, because they have difficulty with clear, logical, sequential, detailed descriptions of their processes.~~ These students have not met the standards.

**LETTER GRADE -F ~~-Far Below Basic~~**

Students performing at THIS ~~the far below basic~~ level DO NOT demonstrate an ~~no~~ understanding of concepts and skills embedded in the standards and benchmarks. They DO NOT ~~are unable to~~ make connections among ideas, PROVIDE ~~providing~~ no evidence or support for inferences OR and solutions. ~~Far below basic students communicate both ineffectively and inadequately. Their communication about their learning processes lacks critical details, is not sequential or lacks logic. These students are also unable to apply basic knowledge and skills.~~ These students have not met the standards.

Behavior, effort, and attendance shall be reported in separate evaluations, not in the student's academic grade.

(cf. 5113 - Absences and Excuses)  
 (cf. 5123 - Promotion/Acceleration/Retention)  
 (cf. 5124 - Communication with Parents/Guardians)  
 (cf. 5125.3 - Challenging Student Records)  
 (cf. 6154 - Homework/Make-up Work)

**Grade Points****FOR GRADES 7 – 12**

Electives, college preparation, and honors courses are not weighted. Grades received in non-weighted courses will be computed on the following scale:

- A - 4 grade points
- B - 3 grade points
- C - 2 grade points
- D - 1 grade point
- F - 0 grade points

**GRADES/EVALUATION OF STUDENT ACHIEVEMENT (cont.)**

Advanced Placement and ~~International Baccalaureate Diploma Programme~~ courses at the high school level shall be weighted to reflect the more rigorous nature of these courses. Grades received in these courses will be computed on the following scale:

- A - 5 grade points
- B - 4 grade points
- C - 3 grade points
- D - 1 grade point
- F - 0 grade point

(cf. 6141.5 - Advanced Placement)

**EFFECTS OF Absences ON GRADES**

If a student misses class without an excuse and does not subsequently turn in homework, take a test or fulfill another class requirement which he/she missed, the teacher may lower the student's grade for nonperformance. ~~Teachers who withhold class credit for this reason shall so inform the students and parents/guardians at the beginning of the semester.~~

(cf. 6154 - Homework/Makeup Work)

The Board desires to emphasize the importance of school attendance. Therefore, students with excessive unexcused absences (25 percent absences per trimester or semester) may receive a failing grade and may not receive credit for the class(es).

(cf. 5113 - Absences and Excuses)

**GRADE POINT AVERAGE**

The Superintendent or designee shall determine the methodology to be used in calculating students' grade point average (GPA), including the courses to be included within the GPA and whether extra grade weighting shall be applied to Advanced Placement, honors, and/or concurrent postsecondary courses.

(cf. 6141.5 - Advanced Placement)

(cf. 6172 - Gifted and Talented Student Program)

(cf. 6172.1 - Concurrent Enrollment in College Classes)

## **GRADES/EVALUATION OF STUDENT ACHIEVEMENT (cont.)**

### **Legal Reference:**

#### EDUCATION CODE

48070 Promotion and retention

48205 Excused absences

48800-48802 Enrollment of gifted students in community college

48904-48904.3 Withholding grades, diplomas, or transcripts

49066 Grades; finalization; physical education class

49067 Mandated regulations regarding student's achievement

49069.5 Students in foster care, grades and credits

51242 Exemption from physical education based on participation in interscholastic athletics

76000-76002 Enrollment in community college

#### CODE OF REGULATIONS, TITLE 5

10060 Criteria for reporting physical education achievement, high schools

30008 Definition of high school grade point average for student aid eligibility

#### UNITED STATES CODE, TITLE 20

1232g Family Education Rights and Privacy Act (FERPA)

6101-6251 School-to-Work Opportunities Act of 1994

#### CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy Act

#### COURT DECISIONS

Owasso Independent School District v. Falvo, (2002) 534 U.S. 426

Las Virgenes Educators Association v. Las Virgenes Unified School District, (2001) 86 Cal.App.4th 1

Swany v. San Ramon Valley Unified School District, (1989) 720 F.Supp. 764

Johnson v. Santa Monica-Malibu Unified School District Board of Education, (1986) 179 Cal.App.3d 593

### **Management Resources:**

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Aiming High: High Schools for the 21st Century, 2002

Taking Center Stage: A Commitment to Standards-Based Education for California's Middle Grades

Students, 2001

Elementary Makes the Grade!, 2000

#### U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS CORRESPONDENCE

Report Cards and Transcripts for Students with Disabilities, October 17, 2008

#### WEBSITES

California Department of Education: [www.cde.ca.gov](http://www.cde.ca.gov)

California Student Aid Commission: [www.csac.ca.gov](http://www.csac.ca.gov)

U.S. Department of Education, Office for Civil Rights: [www.ed.gov/about/offices/list/ocr](http://www.ed.gov/about/offices/list/ocr)

## **Chino Valley Unified School District**

Policy adopted: January 23, 1997

Revised: August 10, 2000

Revised: January 8, 2004

Revised: January 24, 2008

Revised: August 6, 2009

Revised: June 30, 2011

REVISED:

**GRADES/EVALUATION OF STUDENT ACHIEVEMENT**

It is the responsibility of the site principal to ensure that the following procedures, responsibilities, and criteria are followed. Grades for achievement shall be reported each grading period as follows:

**TRANSITIONAL Kindergarten THROUGH GRADE 6**

~~PERFORMANCE LEVEL MARKS Course Content and District Writing Prompts~~

- 4 EXTENDING – STUDENTS AT THE EXTENDING LEVEL OF PERFORMANCE HAVE AN IN DEPTH UNDERSTANDING OF GRADE LEVEL PERFORMANCE STANDARDS EXPECTED AT THIS POINT OF THE SCHOOL YEAR.
- 3 ACHIEVING – STUDENTS AT THE ACHIEVING LEVEL OF PERFORMANCE ARE CONSISTENTLY MEETING THE GRADE LEVEL PERFORMANCE STANDARD EXPECTED AT THIS POINT OF THE SCHOOL YEAR.
- 2 PROGRESSING – STUDENTS AT THE PROGRESSING LEVEL OF PERFORMANCE ARE PARTIALLY MEETING THE GRADE LEVEL PERFORMANCE STANDARDS EXPECTED AT THIS POINT OF THE SCHOOL YEAR.
- 1 BEGINNING/STANDARD NOT MET – STUDENTS AT THE BEGINNING/STANDARD NOT MET LEVEL ARE NOT YET MEETING THE GRADE LEVEL PERFORMANCE STANDARDS EXPECTED AT THIS POINT OF THE SCHOOL YEAR.

PERFORMANCE LEVEL MARKS DESCRIBE STUDENTS’ PROGRESS TOWARD YEAR-END STANDARDS.

<del>O</del>	<del>Outstanding</del>	<del>4</del>	<del>Advanced 90-100%</del>
<del>S</del>	<del>Satisfactory</del>	<del>3</del>	<del>Proficient 80-89%</del>
<del>N</del>	<del>Needs Improvement</del>	<del>2</del>	<del>Basic 70-79%</del>
<del>U</del>	<del>Unsatisfactory</del>	<del>1</del>	<del>Below Basic/Far Below Basic 0-69%</del>

**~~Grades 1 and 2~~**

~~Course Content and District Writing Prompts~~

<del>O</del>	<del>Outstanding 90-100%</del>	<del>5</del>	<del>Advanced 90-100%</del>
<del>S+</del>	<del>Satisfactory 80-89%</del>	<del>4</del>	<del>Proficient 80-89%</del>
<del>S</del>	<del>Satisfactory 74-79%</del>	<del>3</del>	<del>Basic 70-79%</del>
<del>S</del>	<del>Satisfactory 70-73%</del>	<del>2</del>	<del>Below Basic 60-69%</del>

**GRADES/EVALUATION OF STUDENT ACHIEVEMENT (cont.)**

~~N Needs Improvement 60-69% 1 Far Below Basic 0-59%~~  
~~U Unsatisfactory 0-59%~~

**Grade 3 through 6****Course Content and District Writing Prompts**

~~A Advanced 90-100% 5 Advanced 90-100%~~  
~~B Proficient 80-89% 4 Proficient 80-89%~~  
~~C Basic 70-79% 3 Basic 70-79%~~  
~~D Below Basic 60-69% 2 Below Basic 60-69%~~  
~~F Far Below Basic 0-59% 1 Far Below Basic 0-59%~~

~~O Outstanding~~ ~~N Needs Improvement~~  
~~S Satisfactory~~ ~~U Unsatisfactory~~

**Grades 7 – 12****Course Content****Work Habits/Effort/Behavior**

~~A Advanced 90-100%~~  
~~B Proficient 80-89%~~  
~~C Basic 70-79%~~  
~~D Below Basic 60-69%~~  
~~F Far Below Basic 0-59%~~

~~O Outstanding~~  
~~S Satisfactory~~  
~~N Needs Improvement~~  
~~U Unsatisfactory~~

Plus and minus signs may be used at the discretion of the teacher, but do not affect grade point average. The use of plus or minus signs for a grade of "F" serves no purpose and shall not be used. (PLUS AND MINUS SIGNS ONLY APPLY TOWARD ACADEMIC GRADES FOR STUDENTS IN GRADES 7 – 12)

**MARKS Grades for Citizenship and Effort****GRADES KINDERGARTEN – 6**

THE PERFORMANCE LEVEL MARKS OF 1 – 4 FOR KINDERGARTEN – SIX (6) GRADES WILL BE USED BY TEACHERS TO DOCUMENT A STUDENT'S GROWTH WITHIN THE ESSENTIAL AREAS OF 21<sup>ST</sup> CENTURY LEARNING ON THE SECTION OF THE REPORT CARD LABELED 'HABITS FOR SUCCESS'.

**GRADES/EVALUATION OF STUDENT ACHIEVEMENT (cont.)****GRADES 7 – 12**

Grades for citizenship and effort shall be reported each marking period as follows:

O	Outstanding
S	Satisfactory
N	Needs Improvement
U	Unsatisfactory

**Pass/Fail (P/F)**

~~Students shall be graded Pass/Fail for classes in which they serve as student aides unless standards and objectives related to specific subject knowledge are on file and have been approved.~~

~~Students who receive a "Pass" grade will acquire the appropriate semester units of credit for the course, but the grade will not be counted in determining grade point average, class rank, honors list, or membership in the California Scholarship Federation. Students who receive a "Fail" grade will not receive credit for taking the course.~~

**Incomplete (I)**

An "I" refers to incomplete work as a result of extended illness or some circumstance which the teacher feels warrants an extension of time. Incomplete work must be made up within four (4) weeks unless an extension of time is recommended by the teacher.

Receiving an incomplete grade shall have no effect on a student's academic eligibility. If the resolution of an incomplete grade lowers the student's grade point average to below 2.0, the student shall be considered ineligible.

**No Grade (NG)**

A No Grade (NG) signifies that a student has not been enrolled long enough for a grade to be determined. A student who has been enrolled for at least one-half (1/2) of the grading period shall receive a grade.

**GRADES/EVALUATION OF STUDENT ACHIEVEMENT (cont.)****Early Withdrawal**

A student who withdraws from a class during the first three (3) weeks of the semester/trimester may do so without any entry on his/her permanent record. After the first three (3) weeks of the semester/trimester, withdrawal from a class may result in a withdrawal/failure (W/F) being entered on the student's transcript, unless otherwise decided by the principal or designee that extenuating circumstances exist, at which point a withdrawal/pass (W/P) may be given.

**Grade Points****FOR GRADES 7 – 12**

Electives, college preparation and honors courses are not weighted. Grades received in non-weighted courses will be computed on the following scale:

A - 4 grade points	D - 1 grade point
B - 3 grade points	F - 0 grade point
C - 2 grade points	

~~Advanced Placement and International Baccalaureate Diploma Programme~~ courses at the high school level shall be weighted to reflect the more rigorous nature of these courses. Grades received in these courses will be computed on the following scale:

A - 5 grade points	D - 1 grade point
B - 4 grade points	F - 0 grade point
C - 3 grade points	

All other courses will be computed on a 4-point scale.

**Grade Criteria**

Grades are based upon objective criteria. Teachers shall communicate their grading criteria to the site principal, parents/guardians and students at the beginning of the school year and/or beginning of each semester.



## GRADES/EVALUATION OF STUDENT ACHIEVEMENT (cont.)

Proficiency Levels (Grade)	English/Language Arts	Math	Social Studies	Science
	<ul style="list-style-type: none"> <li>•fluent readers</li> <li>•skilled writers</li> <li>•confident speakers</li> <li>•thoughtful listeners</li> </ul>	<ul style="list-style-type: none"> <li>•develop fluency</li> <li>•develop understanding</li> <li>•become problem solvers</li> <li>•communicate precisely</li> <li>•reason mathematically</li> <li>•make connections</li> </ul>	<ul style="list-style-type: none"> <li>•knowledge and cultural understanding</li> <li>•democratic understanding and civic values</li> <li>•skills attainment and social participation</li> </ul>	<ul style="list-style-type: none"> <li>•communicate effectively</li> <li>•synthesize and draw conclusions</li> <li>•develop an understanding for the connection between science and the world they live in</li> <li>•develop problem-solving strategies</li> <li>•develop understanding of life and physical sciences</li> <li>•become strategic problem solvers</li> </ul>
<b>Advanced A</b>	Competent in listing, defining, telling, identifying, summarizing, describing, interpreting, applying, demonstrating, analyzing, explaining, connecting, combining, integrating, rearranging, assessing, convincing, selecting, and summarizing of the content.	Competent in listing, defining, telling, identifying, summarizing, describing, interpreting, applying, demonstrating, analyzing, and explaining of the content.	Competent in the listing, defining, telling, identifying, summarizing, describing, interpreting, applying, demonstrating, analyzing, explaining, connecting, combining, integrating, rearranging, assessing, convincing, selecting, and summarizing of the content.	Competent in the listing, defining, telling, identifying, summarizing, describing, interpreting, applying, demonstrating, analyzing, explaining, connecting, combining, integrating, rearranging, assessing, convincing, selecting, and summarizing of the content.
<b>Proficient B</b>	Competent in listing, defining, telling, identifying, summarizing, describing, interpreting, applying, demonstrating, analyzing, and explaining of the content.	Competent in listing, defining, telling, identifying, summarizing, describing, interpreting, applying, demonstrating, analyzing, and explaining of the content.	Competent in the listing, defining, telling, identifying, summarizing, describing, interpreting, applying, demonstrating, analyzing, and explaining of the content.	Competent in the listing, defining, telling, identifying, summarizing, describing, interpreting, applying, demonstrating, analyzing, and explaining of the content.
<b>Basic C</b>	Competent in listing, defining, telling, identifying, summarizing, describing, and interpreting, but show little or no aptitude with rest of Bloom's Taxonomy.	Competent in listing, defining, telling, identifying, summarizing, describing, interpreting, but show little or no aptitude with rest of Bloom's Taxonomy, of the content area.	Competent in the listing, defining, telling, identifying, summarizing, describing, and interpreting, but show little or no aptitude with rest of Bloom's Taxonomy, of the content area.	Competent in the listing, defining, telling, identifying, summarizing, describing, interpreting, but show little or no aptitude with rest of Bloom's Taxonomy, of the content area.
<b>Below Basic D</b>	Competent in listing, defining, telling, identifying but show little or no aptitude with rest of Bloom's Taxonomy.	Competent in listing, defining, telling, identifying, but show little or no aptitude with rest of Bloom's Taxonomy, of the content area.	Competent in the listing, defining, telling, identifying, but show little or no aptitude with rest of Bloom's Taxonomy, of the content area.	Competent in the listing, defining, telling, identifying, but show little or no aptitude with rest of Bloom's Taxonomy, of the content area.
<b>Far Below Basic E</b>	Little or no aptitude with any of Bloom's Taxonomy, in the content area.	Show little or no aptitude with any of Bloom's Taxonomy, of the content area.	Show little or no aptitude with any of Bloom's Taxonomy, of the content area.	Show little or no aptitude with any of Bloom's Taxonomy, of the content area.

**GRADES/EVALUATION OF STUDENT ACHIEVEMENT (cont.)****Grade Criteria**

English Language Development				
5--Advanced	4--Proficient	3--Basic	2--Below Basic	1--Far Below Basic
Demonstrates language patterns exceeding and/or above proficiency level	Demonstrates language patterns at current English proficiency level	Demonstrates some but not all language patterns of English proficiency level	Demonstrates few language patterns expected of English proficiency level	Demonstrates little or no language patterns expected of English proficiency level

Students shall not receive any credit for a grade of “F”.

The evaluation of each student’s progress and achievement in each course will be the responsibility of the teacher for that course. WHEN GRADES ARE GIVEN FOR ANY COURSE OF INSTRUCTION, THE GRADE GIVEN TO EACH STUDENT SHALL BE THE GRADE DETERMINED BY THE TEACHER BASED ON CALIFORNIA FRAMEWORKS, CONTENT STANDARDS, CURRICULUM EMBEDDED AND/OR DISTRICT ASSESSMENTS, AND OTHER RELEVANT CURRICULUM AND INSTRUCTION MEASUREMENTS OF ACHIEVEMENT. This evaluation will be based on the following criteria FOR GRADES 7 – 12:

Assessments (test, quizzes, projects) ..... 60-75% of the final grade

Assignments AND class discussions and homework ..... 25-40% of the final grade

A grade may be affected because of cheating. A student who is found to be cheating shall receive A “1” (GRADES TK – 6) OR an “F” grade (GRADES 7 – 12) on the assignment, project, test, or any other activity where the cheating occurred.

**Makeup of Work Missed Because of Absence**

If the student makes no attempt to make up work missed due to absences/suspension or does not submit work within the specific time limit, A “1” (GRADES TK – 6), an “F” grade (GRADES 7 – 12), or no credit for grading purposes may be assigned.

Teachers who withhold class credit because of excessive unexcused absences shall so inform the class and parents/guardians in the written course syllabus at the beginning of the TRIMESTER/semester.

When an unexcused absence occurs, the student and parent/guardian shall again be notified of the district’s policy regarding excessive unexcused absences.

(cf. 5113 - Absences and Excuses)

**GRADES/EVALUATION OF STUDENT ACHIEVEMENT (cont.)**

The student and parent/guardian shall have a reasonable opportunity to explain the absences. (Education Code 49067)

If a student receives a failing grade because of unexcused absences, a comment to that effect will accompany the failing grade on the report card and will become part of the student's permanent record. (Education Code 49067)

Grades for a student in foster care shall not be lowered if the student is absent from school due to either of the following circumstances: (Education Code 49069.5)

1. A decision by a court or placement agency to change the student's placement, in which case the student's grades and credits shall be calculated as of the date the student left school
2. A verified court appearance or related court-ordered activity

**Grade Notification**

Keeping parents duly informed of their student's progress is the responsibility of each teacher. Whenever it becomes evident to a teacher that a student is in danger of failing a course and/or at any time a student's grade falls below 65% a teacher will notify parents by phone, mail, email, or conference. Teachers shall document this notification.

Teachers are encouraged to use a web-based grade book program to ensure that parents are kept abreast of their student's grades. Teachers are expected to update their grades at least weekly, which will enable parents to know when their student begins to fail a course.

The refusal of the parent/guardian to attend the conference or to respond to the written or weekly updates shall not preclude failing the pupil at the end of the grading period.

(cf. 5123 - Promotion/Acceleration/Retention)

(cf. 6020 - Parent Involvement)

No grade of a student participating in a physical education class may be adversely affected due to the fact that the student, due to circumstances beyond his/her control, does not wear standardized physical education apparel. (Education Code 49066)

In an effort to increase student achievement, it is important for students and parents/guardians to know what skills the student has mastered and those that the student has not yet mastered. To this end, the teacher shall provide for a review of all exams/tests/quizzes with the students during class and/or with parents/guardians during a scheduled parent conference. All recorded student work, including but not limited to homework, written reports, and projects, will be appropriately graded and returned to the

## **GRADES/EVALUATION OF STUDENT ACHIEVEMENT (cont.)**

student in a timely manner. Exams, tests and quizzes, except for district or state mandated tests are, to be returned to the student.

Teachers shall provide parent(s) or guardian(s) the opportunity to have a conference to discuss the student's achievement regarding progress made in the courses of study, work habits/effort, citizenship/behavior and achievement in passing minimum proficiency standards as per Education Code 51216.

### **Grade Changes**

The grade given at the completion of a course shall be final, except where clear evidence exists for clerical or mechanical error, fraud, bad faith or incompetency as per Education Code 49066.

In the unusual case of extended illness, family bereavement, or other excusable reasons (as per Board Policy 5113) where a grade has been issued prior to the expiration of the allowable makeup period, a grade change may be appropriate to reflect timely submission of makeup assignments.

In the event a grade change is necessary, the teacher assigning the original grade shall make the change using the same grading standards originally established and communicated.

A grade change may not be made as the result of coercion by any person(s) or to make a student eligible for extra/co-curricular activities, class ranking, or award.

Any change of grade shall be accomplished within one semester following the date of notification of the original grade. Any request by a teacher for a grade change shall be personally approved by the principal or his/her designee.

Documentation for all grade changes shall be maintained on the appropriate form as part of the school's records.

### **Appeal of Grade Assignment**

If a student or parent/guardian feels a grade has been unfairly or inappropriately assigned, the first appeal should be made to the teacher who issued the grade, and should focus on the teacher's established and communicated grading criteria.

If the issue cannot be resolved by a conference with the teacher, the parent may request a meeting with the principal. At such meeting the teacher shall also be present.

**GRADES/EVALUATION OF STUDENT ACHIEVEMENT (cont.)**

If the issue is still unresolved, an appeal in writing shall be made to the Superintendent or his/her designee.

Any challenge to a grade awarded by a teacher shall be made within one semester following the date of notification of the original grade. Progress report grades shall not be subject to appeal.

The appeal shall specifically describe how the teacher's established grading system was unfairly or inappropriately applied to the student.

To assist in making a determination, the Superintendent or Board of Education may convene a hearing panel. (Education Code 49071) The panel will be comprised of a principal of a school other than the school at which the student's record is on file, a certificated employee appointed by the bargaining unit, and a parent appointed by the Superintendent or Board of Education. (Education Code 49071)

In a closed session, the panel will hear the testimony of both the parent and the teacher. These presentations will be heard separately. (Education Code 49071)

When a student grade is challenged, the teacher who gave the grade shall be given an opportunity to state orally, in writing, or both, the reasons for which the grade was given. Insofar as practicable, he/she shall be included in all discussions relating to any grade change. In the absence of clerical or mechanical error, fraud, bad faith or incompetency, the student's grade as determined by the teacher shall be final. (Education Code 49066)

(cf. 5125.3 - Challenging Student Records)

Written findings will be forwarded to the Superintendent. (Education Code 49071)

**Grade Records**

The student's progress report form shall be used to provide a record of the student's progress. The permanent record card (report card) shall be filed in the student's cum folder.

Teachers shall provide parent(s) or guardian(s) the opportunity to have a conference to discuss the student's achievement regarding progress made in the courses of study, work habits/effort, citizenship/behavior and achievement in passing minimum proficiency standards as per Education Code 51216.

With the approval of the site principal or designee, a student may repeat a course in order to raise his/her grade. The student shall receive core credit for taking the course only once. It is the principal's responsibility to ensure that both grades received are entered on the student's transcript and the grade point average is computed using only the highest grade achieved in the repeated class.

## **GRADES/EVALUATION OF STUDENT ACHIEVEMENT (cont.)**

### **Repeating Classes**

A student may repeat a course and receive (either elective or core credit depending on the original grade) credit towards graduation for the following reasons:

1. Meet college entrance requirements
2. Recommended by a teacher or counselor
3. Required to repeat a semester for intervention/remediation purposes
4. Meet CVUSD GPA graduation requirements

### **~~Summer School~~ SUPPLEMENTAL INSTRUCTION Grading**

Students WHO EARNED A "D" OR "F" IN A COURSE may repeat a THE course in ~~summer school~~ WHICH THE "D" OR "F" WAS EARNED VIA SUPPLEMENTAL INSTRUCTION ~~to meet the 2.0 GPA requirement.~~ Students who receive a failing (F) grade in ~~summer school~~ VIA SUPPLEMENTAL INSTRUCTION will have No Grade (NG) entered on their transcript.

### **Alternative School Grading**

A student who enters an alternative program as a senior will be expected to remain in the alternative program through graduation. Any senior student who achieves a 2.0 GPA, ~~has passed both sections of the California High School Exit Exam,~~ and is on track to graduate, and who believes that special circumstances warrant a return to his/her comprehensive high school at the end of the first semester of the senior year, may appeal in writing to the ~~Assistant Superintendent, Educational Services~~ DEPUTY SUPERINTENDENT OR DESIGNEE at least four weeks prior to the end of the first semester. The appeal shall state the special circumstances that warrant consideration. If the student is not yet eighteen (18) years of age, the parents/guardians may appeal on behalf of the student.

The ~~Assistant Superintendent, Educational Services~~ DEPUTY SUPERINTENDENT OR DESIGNEE shall, within fifteen (15) working days of receipt of the appeal, convene a hearing panel to consider the appeal. The panel shall consist of the ~~Assistant Superintendent, Educational Services~~ DEPUTY SUPERINTENDENT OR DESIGNEE, the Director of Alternative Education, the principal or designee of Buena Vista High School, principal of a high school other than the receiving high school, and the principal or designee of the receiving comprehensive high school. The student and his/her parent or guardian may be required to attend the meeting. The decision of that panel is final. Within five (5) days of the hearing, the ~~Assistant Superintendent, Educational Services~~ DEPUTY SUPERINTENDENT OR DESIGNEE shall inform the student and/or the appealing parent/guardian of the panel's decision.

**GRADES/EVALUATION OF STUDENT ACHIEVEMENT (cont.)****Grading of ~~Special Needs~~ FOR STUDENTS WITH DISABILITIES**

~~Any student with disabilities, regardless of whether he/she is working on a modified curriculum because of a disability, shall earn grades of "4", "3", OR "2" (GRADES K-6) OR "A", "B", or "C", in the same manner as his/her non-disabled peers. A disabled student, with or without a modified curriculum, who produces outstanding or exemplary work based on his/her Individualized Education Program (IEP) goals and objectives, is as entitled to A "4" OR an "A" as his/her non-disabled peers.~~

No student in any school shall be excluded from participation in or otherwise treated differently in the selection process for the honor roll or other award program solely because the student has a disability or participates in a program or service for students with disabilities.

**Grading of English Learner Students**

~~Each English Learner (EL) shall receive a grade of 5-Advanced, 4-Proficient, 3-Basic, 2-Below Basic or 1-Far Below Basic in English language development (ELD) reflecting their progress towards California's English language development standards until they are reclassified.~~

Each English learner shall receive a grade in course content in the same manner consistent with general education students. Title VI of the Civil Rights act of 1964 prohibits "discrimination on the basis of race, color or national origin" and prohibits schools from "providing services or other benefits that are different or in a different manner.

No Child Left Behind (NCLB) Act of 2001 considers English Learners who have been in U.S. public school for less than twelve months as newcomers. Therefore, only English Learners who have been in U.S. public school for less than 12 months are exempt from receiving a grade in course content with a grade of no mark (NM).

No student in any school shall be excluded from participation in or otherwise be treated differently in the selection process solely because of the student's English Learner status or participation in a program or service for English Learners.

**Chino Valley Unified School District**

Regulation approved: January 23, 1997

Revised: August 10, 2000

Revised: July 16, 2009

Revised: September 2, 2010

Revised: June 2, 2011

REVISED:

**Chino Valley Unified School District**

**Our Motto:**

Student Achievement • Safe Schools • Positive School Climate  
Humility • Civility • Service

**DATE:** May 19, 2016  
**TO:** Members, Board of Education  
**FROM:** Wayne M. Joseph, Superintendent  
**PREPARED BY:** Jeanette Chien, Ed.D., Asst. Superintendent, Educational Services  
Stephanie Johnson, Director, Student Support Services  
**SUBJECT: REVISION OF BOARD POLICY AND ADMINISTRATIVE  
REGULATION 5117 STUDENTS – INTERDISTRICT  
ATTENDANCE**

=====

**BACKGROUND**

Board policies, administrative regulations, and bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current practice. Board Policy and Administrative Regulation 5117 Students – Interdistrict Attendance is being revised to distinguish the requirements of the interdistrict attendance agreement between the boards of two districts and the permit granted to an individual student.

New language is provided in UPPER CASE while old language to be deleted is ~~lined through~~.

Consideration of this item supports the goals identified within the District’s Strategic Plan.

**RECOMMENDATION**

It is recommended the Board of Education receive for information the revision of Board Policy and Administrative Regulation 5117 Students – Interdistrict Attendance.

**FISCAL IMPACT**

None.

WMJ:JC:SJ:Imc



**INTERDISTRICT ATTENDANCE**

The Board of Education recognizes that PARENTS/GUARDIANS OF students who reside in one district may, FOR A VARIETY OF REASONS, choose to ENROLL THEIR CHILD IN A attend school in another district ~~and that such choices are made for a variety of reasons.~~ The Board desires to communicate with parents/guardians and students regarding the District's educational programs and services.

(cf. 0520.3 - Title I Program Improvement Districts0  
(cf. 5111.1 - District Residency)  
(cf. 5116.1 - Intradistrict Open Enrollment)  
(cf. 5118 - Open Enrollment Act Transfers)  
(cf. 5145.6 - Parental Notifications)

Upon request by students' parents/guardians, the Superintendent or designee may approve interdistrict attendance permits with other districts on a case-by-case basis to meet individual student needs.

**INTERDISTRICT ATTENDANCE PERMITS**

THE BOARD MAY ENTER INTO AN AGREEMENT WITH ANY OTHER SCHOOL DISTRICT, FOR A TERM NOT TO EXCEED FIVE SCHOOL YEARS, FOR THE INTERDISTRICT ATTENDANCE OF STUDENTS WHO ARE RESIDENTS OF THE DISTRICTS. (EDUCATION CODE 46600)

THE AGREEMENT SHALL SPECIFY THE TERMS AND CONDITIONS UNDER WHICH INTERDISTRICT ATTENDANCE SHALL BE PERMITTED OR DENIED. IT ALSO MAY CONTAIN STANDARDS AGREED TO BY BOTH DISTRICTS FOR REAPPLICATION AND/OR REVOCATION OF THE STUDENT'S PERMIT. (EDUCATION CODE 46600)

UPON RECEIVING A PERMIT FOR TRANSFER INTO THE DISTRICT THAT HAS BEEN APPROVED BY THE STUDENT'S DISTRICT OF RESIDENCE, OR UPON RECEIVING A WRITTEN REQUEST FROM THE PARENT/GUARDIAN OF A DISTRICT STUDENT WHO WISHES TO ENROLL IN ANOTHER DISTRICT, THE SUPERINTENDENT OR DESIGNEE SHALL REVIEW THE REQUEST AND MAY APPROVE OR DENY THE PERMIT SUBJECT TO THE TERMS AND CONDITIONS OF THE INTERDISTRICT ATTENDANCE AGREEMENT.

~~The Superintendent or designee shall ensure that interdistrict permits specify the terms and conditions agreed to by both districts for the granting, denial, or revocation of the permit as well as the standards for reapplication.~~

~~The Superintendent or designee may deny the granting of an interdistrict attendance permit because of overcrowding within district schools or limited district resources.~~

**INTERDISTRICT ATTENDANCE (cont.)**

~~The school principal or designee shall not allow a student from another school district to register for classes until approval is provided by the Director of Student Support Services.~~

Termination of a transfer shall be recommended by the principal of the school of attendance to the Director of Student Support Services if the student's grades, behavior, or attendance fails to meet the requirements set forth by the District and school or is detrimental to the welfare of other students.

No transfer permits will be approved unless a Board-approved interdistrict agreement is in force with the other district involved.

**TRANSPORTATION**

TRANSPORTATION SHALL NOT BE PROVIDED FOR STUDENTS ATTENDING ON AN INTERDISTRICT AGREEMENT.

(cf. 3540 - Transportation)

**LIMITS ON STUDENT TRANSFERS OUT OF THE DISTRICT TO A SCHOOL DISTRICT OF CHOICE**

THE SUPERINTENDENT OR DESIGNEE MAY LIMIT THE NUMBER OF STUDENT TRANSFERS OUT OF THE DISTRICT TO A SCHOOL DISTRICT OF CHOICE BASED ON THE PERCENTAGES OF AVERAGE DAILY ATTENDANCE SPECIFIED IN EDUCATION CODE 48307.

IN ADDITION, TRANSFERS OUT OF THE DISTRICT MAY BE LIMITED DURING THE FISCAL YEAR WHEN THE COUNTY SUPERINTENDENT OF SCHOOLS HAS GIVEN THE DISTRICT A NEGATIVE BUDGET CERTIFICATION OR WHEN THE COUNTY SUPERINTENDENT HAS DETERMINED THAT THE DISTRICT WILL NOT MEET THE STATE'S STANDARDS AND CRITERIA FOR FISCAL STABILITY IN THE SUBSEQUENT FISCAL YEAR EXCLUSIVELY AS A RESULT OF STUDENT TRANSFERS FROM THIS DISTRICT TO A SCHOOL DISTRICT OF CHOICE. (EDUCATION CODE 48307)

(cf. 3100 - Budget)  
(cf. 3460 - Financial Reports and Accountability)

A CHILD OF AN ACTIVE MILITARY DUTY PARENT/GUARDIAN SHALL NOT BE PROHIBITED FROM TRANSFERRING OUT OF THE DISTRICT TO A SCHOOL DISTRICT OF CHOICE, IF THE OTHER SCHOOL DISTRICT APPROVES THE APPLICATION FOR TRANSFER. (EDUCATION CODE 48301)

(cf. 6173.2 - Education of Children of Military families)

**INTERDISTRICT ATTENDANCE (cont.)**

Legal Reference:

**EDUCATION CODE**

41020 Annual district audits  
46600-46611 Interdistrict attendance agreements  
48204 Residency requirements for school attendance  
48300-48316 Student attendance alternatives, school district of choice program  
48350-48361 Open Enrollment Act  
48900 Grounds for suspension or expulsion; definition of bullying  
48915 Expulsion; particular circumstances  
48915.1 Expelled individuals: enrollment in another district  
48918 Rules governing expulsion procedures  
48980 Notice at beginning of term  
52317 Regional occupational center/program, enrollment of students, interdistrict attendance

**ATTORNEY GENERAL OPINIONS**

87 Ops.Cal.Atty.Gen. 132 (2004)

84 Ops.Cal.Atty.Gen. 198 (2001)

**COURT DECISIONS**

Walnut Valley Unified School District v. the Superior Court of Los Angeles County, (2011) 192 Cal.App.4th 234

Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275

Management Resources:

**CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS**

Transfer Law Comparison, Fact Sheet, March 2011

**WEBSITES**

CSBA: <http://www.csba.org>

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

**Chino Valley Unified School District**

Policy adopted: January 23, 1997

Revised: May 7, 2009

Revised: September 22, 2011

REVISED:

## INTERDISTRICT ATTENDANCE

### Interdistrict Attendance Permits

IN ACCORDANCE WITH AN AGREEMENT BETWEEN THE BOARD OF EDUCATION AND THE BOARD OF ANOTHER DISTRICT, A PERMIT AUTHORIZING A STUDENT'S ATTENDANCE OUTSIDE HIS/HER DISTRICT OF RESIDENCE MAY BE ISSUED UPON APPROVAL OF BOTH THE DISTRICT OF RESIDENCE AND THE DISTRICT OF PROPOSED ATTENDANCE.

The Superintendent or designee may approve interdistrict ATTENDANCE permits for A STUDENT FOR ANY OF the following reasons WHEN STIPULATED IN THE AGREEMENT:

1. WHEN THE STUDENT HAS BEEN DETERMINED BY STAFF OF EITHER THE DISTRICT OF RESIDENCE OR DISTRICT OF PROPOSED ATTENDANCE TO BE A VICTIM OF AN ACT OF BULLYING AS DEFINED IN EDUCATION CODE 489009(R). SUCH A STUDENT SHALL BE GIVEN PRIORITY FOR INTERDISTRICT ATTENDANCE UNDER ANY EXISTING INTERDISTRICT ATTENDANCE AGREEMENT OR, IN THE ABSENCE OF AN AGREEMENT, SHALL BE GIVEN CONSIDERATION FOR THE CREATION OF A NEW PERMIT. (EDUCATION CODE 46600)

(cf. 5131.2 - Bullying)

2. To meet the child care needs of a student. Such students may be allowed to continue to attend district schools only as long as HE/SHE ~~they~~ continueS to use a child care provider within district boundaries
3. To meet a child's special mental or physical health needs as certified by a physician, school psychologist, or other appropriate school personnel

(cf. 6159 - Individualized Education Program)

4. When the student has a sibling(s) attending school in the receiving district, to avoid splitting the family's attendance
5. When the student is a child of a district employee, that student shall have the next priority after siblings to enter the school through the interdistrict transfer process
6. To allow a student to complete a school year when his/her parents/guardians have moved out of the district during that year

**INTERDISTRICT ATTENDANCE (cont.)**

7. To allow a student to remain WITH ~~in~~ a class graduating that year from an elementary, junior, or senior high school
8. To allow a high school senior to attend the same school he/she attended as a junior, even if his/her family moved out of the District during the junior year
9. When the parent/guardian provides written evidence (i.e., escrow papers, rental agreement with receipt of deposit) that the family will be moving into the district in the immediate future and would like the student to start the year in the district
10. When the student will be living out of the district for one year or less
11. When recommended by the school attendance review board or by county child welfare, probation or social service agency staff in documented cases of serious home or community problems which make it inadvisable for the student to attend the school of residence

(cf. 5113.1 - Chronic Absence and Truancy)

12. When there is valid interest in a particular educational program not offered in the district of residence
13. To provide a change in school environment for reasons of personal and social adjustment
14. When special circumstances warrant, that are not covered in 1 through 12 above, a transfer may be approved by the Superintendent or designee on a case-by-case basis

~~An interdistrict attendance permit shall not exceed a term of five years. Each permit shall stipulate the terms and conditions established by both districts under which interdistrict attendance shall be permitted, denied, or revoked, and any standards for reapplication. (Education Code 46600)~~

**Transportation**

~~Transportation shall not be provided for students attending on an interdistrict agreement.~~

(cf. 3540 - Transportation)

**INTERDISTRICT ATTENDANCE (cont.)****Denial of Interdistrict ATTENDANCE Transfer Permit**

The Superintendent or designee may deny initial requests for interdistrict attendance permits DUE TO LIMITED DISTRICT RESOURCES, OVERCROWDING OF school facilities ~~are overcrowded~~ at the relevant grade level, or ~~based on~~ other considerations that are not arbitrary. However, once a student is admitted, the District may not deny him/her continued attendance because of overcrowded facilities at the relevant grade level.

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

Interdistrict permits to leave the District may be denied if the District offers a comparable program to the requested program, if the number of students requesting an exit permit exceeds the number of students requesting entrance permits, or if the requesting loss of revenue will be detrimental to district programs.

WITHIN 30 DAYS OF A REQUEST FOR AN INTERDISTRICT PERMIT, THE SUPERINTENDENT OR DESIGNEE SHALL NOTIFY THE PARENTS/GUARDIANS OF A STUDENT WHO IS DENIED INTERDISTRICT ATTENDANCE REGARDING THE PROCESS FOR APPEAL TO THE COUNTY BOARD OF EDUCATION AS SPECIFIED IN EDUCATION CODE 46601. (EDUCATION CODE 46601)

(cf. 5145.6 - Parental Notifications)

PENDING A DECISION BY THE TWO DISTRICT OR AN APPEAL BY THE COUNTY BOARD, THE SUPERINTENDENT OR DESIGNEE MAY PROVISIONALLY ADMIT A STUDENT WHO RESIDES IN ANOTHER DISTRICT FOR A PERIOD NOT TO EXCEED TWO SCHOOL MONTHS. (EDUCATION CODE 46603)

Students who are under consideration for expulsion or who have been expelled may not appeal interdistrict attendance denials or decisions while expulsion proceedings are pending, or during the term of the expulsion. (Education Code 46601)

(cf. 5119 - Students Expelled from Other Districts)  
(cf. 5144.1 - Suspension and Expulsion/Due Process)

Once a student is enrolled in a school, he/she shall not be required to reapply for an interdistrict transfer and shall be allowed to continue to attend the school in which he/she is enrolled, unless reapplication standards are otherwise specified in the permit. Existing interdistrict attendance permits shall not be rescinded for students entering grade 11 or 12 in the subsequent school year. (Education Code 46600)

**INTERDISTRICT ATTENDANCE (cont.)****Appeal Process**

Within 10 work days of receipt of notice that the District has denied a request for an interdistrict attendance permit to leave the District, the parent/guardian may appeal in writing to the Director of Student Support Services. The appeal shall state the special circumstances that warrant reconsideration of the denial. Within 10 work days of receipt of the appeal, the Director of Student Support Services shall schedule a meeting with the parent/guardian and determine whether to reverse or sustain the denial.

The parent/guardian may then appeal the decision to the Assistant Superintendent, Educational Services. That appeal will be heard within 10 work days of receipt of the appeal.

If the parent/guardian wishes to further appeal the decision, all documentation will be forwarded to the Superintendent, who will review the appeal within 30 days.

If the Superintendent's decision is not favorable to the appellant, the parent/guardian may then appeal to the County Board of Education. All documentation from the District process will be forwarded to the county board. The action of the county board is final.

Within 30 days of a request for an interdistrict permit, the Superintendent or designee shall notify the parents/guardians of a student who is denied interdistrict attendance regarding the process for appeal to the County Board of Education as specified in Education Code 46601. (Education Code 46601)

(cf. 5145.6 - Parental Notifications)

**Chino Valley Unified School District**

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