



CHINO VALLEY
UNIFIED SCHOOL DISTRICT

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

BOARD OF EDUCATION AGENDA

February 1, 2018

BOARD OF EDUCATION

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

—◆—
Jonah Botello, Student Representative

SUPERINTENDENT
Wayne M. Joseph

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
5130 Riverside Drive, Chino, CA 91710
District Board Room
4:45 p.m. – Closed Session • 7:00 p.m. – Regular Meeting
February 1, 2018

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.
- Order of business is approximate and subject to change.

I. OPENING BUSINESS

I.A. CALL TO ORDER – 4:45 P.M.

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

Discussion and possible action (times are approximate):

- 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) (5 minutes)
- b. Conference with Legal Counsel Existing Litigation: Government Code 54954.5 (c) and 54956.9 (d)(1): Oxford Preparatory Academy v. Chino Valley Unified School District, et. al. SBC No. CIVDS1710045. (Chidester, Margaret A. & Associates) (5 minutes)
- c. Conference with Legal Counsel Anticipated Litigation: Government Code 54956.9 (d)(2) and (e)(1): One possible case. (Atkinson, Andelson, Loya, Ruud & Romo) (5 minutes)
- d. Conference with Legal Counsel Existing Litigation (Government Code 54954.4(c) and 54956.9(d)(1)): Cal200 and Marc Babin vs. Apple Valley Unified et al. (Atkinson, Andelson, Loya, Ruud & Romo) (10 minutes)
- e. Student Expulsion Matter (Education Code 35146, 48918 (c) & (j): Case 17/18-06. (5 minutes)
- f. Conference with Labor Negotiators: Government Code 54957.6: Agency designated representatives: Dr. Norm Enfield, Sandra Chen, Dr. Grace Park, Dr. Suzanne Hernandez, Lea Fellows, and Richard Rideout. Employee organization: A.C.T. and CSEA. (5 minutes)
- g. Public Employee Discipline/Dismissal/Release: Government Code 54957: (30 minutes)
- h. Public Employee Appointment: Government Code 54957: Coordinator, Behavior Intervention. (5 minutes)
- i. Conference with Labor Negotiators: Government Code 54957.6: Agency designated representatives: Sylvia Orozco and James Na. Unrepresented employee: New Superintendent Dr. Norm Enfield. (60 minutes)

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

1. Report Closed Session Action
2. Pledge of Allegiance

I.C. STUDENT SHOWCASE/PRESENTATIONS

1. Dickson ES
2. Chino Hills Kiwanis Writing Competition Winner

- I.D. COMMENTS FROM STUDENT REPRESENTATIVE
- I.E. EMPLOYEE REPRESENTATIVES' COMMUNICATIONS
- I.F. COMMUNITY LIAISONS' COMMUNICATIONS
- I.G. COMMENTS FROM THE AUDIENCE ON ITEMS NOT ON THE AGENDA
- I.H. CHANGES AND DELETIONS

II. ACTION

II.A. HUMAN RESOURCES

II.A.1. Public Hearing and Ratification of the Tentative Agreement Between the Chino Valley Unified School District and the Associated Chino Teachers Effective the 2016/2017 School Year Through June 30, 2019

Page 8

Recommend the Board of Education:

- a) Conduct a public hearing, and
- b) Ratify the Tentative Agreement between the Chino Valley Unified School District and the Associated Chino Teachers effective the 2016/2017 school year through June 30, 2019.

Open Hearing ____

Close Hearing ____

Motion ____ Second ____

Preferential Vote: ____

Vote: Yes ____ No ____

II.A.2. Public Hearing and Ratification of the Tentative Agreement Between the Chino Valley Unified School District and the California School Employees Association and its Chino Chapter 102 Effective the 2017/2018 School Year

Page 24

Recommend the Board of Education:

- a) Conduct a public hearing, and
- b) Ratify the Tentative Agreement between the Chino Valley Unified School District and the California School Employees Association and its Chino Chapter 102 effective the 2017/2018 school year.

Open Hearing ____

Close Hearing ____

Motion ____ Second ____

Preferential Vote: ____

Vote: Yes ____ No ____

**II.A.3. Approval of Salary Increases for
Page 35 Management and Classified Confidential
 Employees**

Motion____Second ____
Preferential Vote: ____
Vote: Yes ____No ____

Recommend the Board of Education approve the salary increases for management and classified confidential employees as follows:

- a) Provide a 2% off-schedule one-time payment for the 2017/2018 school year based on individual annual base salary as of December 11, 2017;
- b) Provide a 2% on schedule salary increase for the 2017/2018 school year effective July 1, 2017; and
- c) Provide a 2% on schedule salary increase for the 2018/2019 school year effective July 1, 2018.

**II.A.4. Addendum to the Employment Contracts for
Page 36 the Superintendent; Deputy Superintendent;
 and the Assistant Superintendents of:
 Business Services; Curriculum, Instruction,
 Innovation and Support; Facilities,
 Planning, and Operations; and Human
 Resources Divisions**

Motion____Second ____
Preferential Vote: ____
Vote: Yes ____No ____

Recommend the Board of Education approve the addendum to the employment contracts for the Superintendent; Deputy Superintendent; and Assistant Superintendents of: Business Services; Curriculum, Instruction, Innovation, and Support; Facilities, Planning, and Operations; and Human Resources divisions as follows:

- a) Provide a 2% off-schedule one-time payment for the 2017/2018 school year based on individual annual base salary as of December 11, 2017;
- b) Provide a 2% on schedule salary increase for the 2017/2018 school year effective July 1, 2017; and
- c) Provide a 2% on schedule salary increase for the 2018/2019 school year effective July 1, 2018.

II.A.5. Compensation Increase for the Board of Education

Page 44

Recommend the Board of Education approve:

- a) A 2% compensation increase for the 2017/2018 school year effective February 2, 2018; and
- b) A 2% compensation increase for the 2018/2019 school year effective July 1, 2018.

Motion ___ Second ___
 Preferential Vote: ___
 Vote: Yes ___ No ___

III. CONSENT

Motion ___ Second ___
 Preferential Vote: ___
 Vote: Yes ___ No ___

III.A. ADMINISTRATION

III.A.1. Minutes of the Regular Meeting of January 18, 2018

Page 45

Recommend the Board of Education approve the minutes of the regular meeting of January 18, 2018.

III.B. BUSINESS SERVICES

III.B.1. Warrant Register

Page 52

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

III.B.2. Fundraising Activities

Page 53

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

III.B.3. Donations

Page 57

Recommend the Board of Education accept the donations.

III.B.4. Legal Services

Page 60

Recommend the Board of Education approve payment for legal services to the law offices of Atkinson, Andelson, Loya, Ruud & Romo; and Margaret A. Chidester & Associates.

III.C. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT

III.C.1. Student Expulsion Case 17/18-06

Page 61

Recommend the Board of Education approve student expulsion case 17/18-06.

III.C.2. School Sponsored Trips

Page 62

Recommend the Board of Education approve/ratify the following school-sponsored trips: Ayala HS; Chino Hills HS; and Don Lugo HS.

- III.C.3. Revision of Board Policy 6153 Instruction—School-Sponsored Trips**
Page 64 Recommend the Board of Education approve the revision of Board Policy 6153 Instruction—School-Sponsored Trips.
- III.C.4. Proclamation for National School Counseling Week, February 5-9, 2018**
Page 67 Recommend the Board of Education adopt the proclamation for National School Counseling Week, February 5-9, 2018.
- III.D. FACILITIES, PLANNING, AND OPERATIONS**
- III.D.1. Purchase Order Register**
Page 69 Recommend the Board of Education approve/ratify the purchase order register, provided under separate cover.
- III.D.2. Agreements for Contractor/Consultant Services**
Page 70 Recommend the Board of Education approve/ratify the Agreements for Contractor/Consultant Services.
- III.D.3. Surplus/Obsolete Property**
Page 72 Recommend the Board of Education declare the District property surplus/obsolete and authorize staff to sell/dispose of said property.
- III.D.4. Notice of Completion for CUPCCAA Projects**
Page 75 Recommend the Board of Education approve the Notice of Completion for CUPCCAA Projects.
- III.D.5. Notice of Completion for CUPCCAA Bid 17-18-04, Walnut ES Playground Equipment Install**
Page 76 Recommend the Board of Education approve the Notice of Completion for CUPCCAA Bid 17-18-04, Walnut ES Playground Equipment Install.
- III.D.6. Resolution 2017/2018-37 and 2017/2018-38 for Authorization to Utilize Piggyback Contracts**
Page 78 Recommend the Board of Education adopt Resolution 2017/2018-37 and 2017/2018-38 for authorization to utilize piggyback contracts.
- III.D.7. Approval of Geotechnical Inspection Firms Under Request for Qualifications 17-18-03, Geotechnical, Soils Testing, and Special Inspection Services**
Page 84 Recommend the Board of Education authorize staff to enter into agreements with John R. Byerly Inc.; Kleinfelder; Koury Engineering & Testing, Inc.; Leighton Consulting Inc.; and RMA Group on an as needed, project-by project basis as projects develop for geotechnical, soils testing, and special inspection services under Request for Qualifications 17-18-03, Geotechnical, Soils Testing, and Special Inspection Services.

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.

IV. INFORMATION**IV.A. FACILITIES, PLANNING, AND OPERATIONS****IV.A.1. Deletion of Board Policy 3517 Business and Noninstructional Operations—Facilities Inspection**

Page 91

Recommend the Board of Education receive for information the deletion of Board Policy 3517 Business and Noninstructional Operations—Facilities Inspection.

IV.A.2. New Administrative Regulation 3517 Business and Noninstructional Operations—Facilities Inspection

Page 94

Recommend the Board of Education receive for information new Administrative Regulation 3517 Business and Noninstructional Operations—Facilities Inspection.

IV.A.3. Request to Name the Don Lugo HS Varsity Baseball Field After Joe Marcos

Page 100

Recommend the Board of Education receive for information the request to name the Don Lugo HS Varsity Baseball Field after Joe Marcos.

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: February 1, 2018

TO: Members, Board of Education

FROM: Wayne M. Joseph, Superintendent

PREPARED BY: Lea Fellows, Assistant Superintendent, Human Resources
Suzanne Hernandez, Ed.D., Director, Human Resources
Richard Rideout, Director, Human Resources

**SUBJECT: PUBLIC HEARING AND RATIFICATION OF THE TENTATIVE
AGREEMENT BETWEEN THE CHINO VALLEY UNIFIED SCHOOL
DISTRICT AND THE ASSOCIATED CHINO TEACHERS
EFFECTIVE THE 2016/2017 SCHOOL YEAR THROUGH
JUNE 30, 2019**

=====

BACKGROUND

On December 5, 2017, the Chino Valley Unified School District and the Associated Chino Teachers (A.C.T.) reached a tentative agreement for a successor agreement, effective for the 2016/2017 school year through June 30, 2019. The Association approved the tentative agreement by a unit vote on January 16, 2018.

The District has provided the necessary Notice to the Public and fiscal disclosure documents to the San Bernardino County Superintendent of Schools for review ten days in advance of this pending action item, as required by Assembly Bill 1200. Additionally, the Board is required to conduct a public hearing in order to receive public input prior to any Board action.

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

RECOMMENDATION

It is recommended the Board of Education:

- a) Conduct a public hearing, and
- b) Ratify the Tentative Agreement between the Chino Valley Unified School District and the Associated Chino Teachers effective the 2016/2017 school year through June 30, 2019.

FISCAL IMPACT

See Form for Public Disclosure of Proposed Collective Bargaining Agreement for a full financial disclosure.

TENTATIVE AGREEMENT
BETWEEN THE
CHINO VALLEY UNIFIED SCHOOL DISTRICT (CVUSD)
AND THE
ASSOCIATION OF CHINO TEACHERS (A.C.T.)
REGARDING SUCCESSOR NEGOTIATIONS TO THE COLLECTIVE BARGAINING
AGREEMENT

ARTICLE 1: AGREEMENT

NOTATION:

The parties agree to use throughout the Agreement those same spellings, punctuation, grammar, references, titles, etc., to which they have agreed. Further, the parties agreed to consider all other editorial changes prior to distribution of the Agreement, as long as those changes do not alter the intent or scope of the Agreement. The parties agree that the "numbering" within the Articles need to be reviewed and adjusted as necessary.

The parties agree that the language will be included in a successor bargaining agreement.

1.1 Except as specifically provided herein, this agreement shall remain in full force and effect from July 1, 2016, through June 30, 2019.

1.2 Unless mutually agreed otherwise, negotiations will be closed through 2018-2019. Both parties agree to open negotiations to discuss professional learning communities in the 2018-2019 school year.

During the 2018-2019 school year, the Association and the District will meet to begin negotiations on a successor agreement for the 2019-2020 school year. For any subsequent reopener negotiations to the 2019-2020 successor agreement, Article 17 will be an automatic reopener. In addition, the Association and the District may each submit two (2) articles of the agreement for negotiation.

1.3 Parties

The Articles and provisions herein and appendices hereto constitute a bilateral and binding agreement ("Agreement") by and between the Chino Valley Unified School District (here and after to be the "District" and/or "Board") and the Associated Chino Teachers/CTA/NEA ("Association"), an employee organization.

1.4 Recognition and Unit Determination

1.4.3 Any open teaching position held by a substitute teacher, other than a position previously held by a unit member who is currently on a leave of absence for 120 days or less, shall be deemed a vacant position after twenty (20) workdays unless otherwise extended by mutual agreement. Vacant positions shall be filled according to the provisions of Article 15 of the Agreement.

ARTICLE 2: NEGOTIATION PROCEDURES

Not later than ten (10) workdays following the public hearing(s) required by law on such proposal, the District and Association shall commence good faith negotiations concerning the successor Agreement.

ARTICLE 3: ASSOCIATION RIGHTS

3.14 The District shall provide at least ten (10) days' advance notice of any new employee group orientations. A one (1) hour block of time will be reserved for the Association to meet during the group orientations with new employees without the presence of the District. The District will schedule the Association's block of time. If the scheduling of the Association's block of time will occur after the lunch hour, the District shall consult with the Association.

In the event the District conducts one-on-one orientations with new employees, it will inform the Association prior to the onboarding session to allow the Association to speak to the new hire.

The Association Labor Relations Representative may also attend the orientation session(s).

3.15 The District will provide the Association with the name; job title; department; work location; work, home, and personal cellular telephone numbers; personal email addresses on file with the employer; and home addresses of newly hired employees within thirty (30) days of hire or by the first pay period of the month following hire. The District will provide the Association with the above information for all bargaining unit members at least once every 120 days.

ARTICLE 4: RIGHTS RETAINED BY DISTRICT

~~The District shall have the right to require newly employed teachers authorized and hired to teach EL students to remain in their teaching assignment for a maximum of five (5) years.~~

ARTICLE 7: CLASS SIZE

The Parties are subject to an MOU concerning grade span adjustment that will run through the 2020-2021 school year. (NOT TO BE PLACED IN THE CBA)

7.5.2.3 Teachers assigned to a "6-4" schedule shall work the regular seven (7) hour workday during the 6-period semester, inclusive of lunch, and a five (5) hour workday during the alternate 4-period semester, exclusive of lunch. All unit members shall be given an equal opportunity for such an assignment when the master schedule permits doing so. When a "6-4" work assignment is agreed to by the unit member and the respective site administrator, the individual's workday may include a conference period before or after the regular school day. Such "6-4" arrangements are to be considered commitments subject to mutual agreement in the event that changes are deemed necessary for the second semester.

ARTICLE 10: PUBLIC CHARGES

10.2 "Serious in Nature" means that the allegation, if found to be true, could be placed in the unit member's personnel file and used by the District as a basis for disciplinary action against the unit member or as documentation for a negative comment on his/her evaluation.

ARTICLE 12: WORKING CONDITIONS

Recognizing that unit member contact with students is the primary responsibility of the District's professional staff and that professional staff effectiveness, in part, depends upon positive District support, the District shall:

- 12.9** Make a good faith effort to ensure that no unit member shall be denied adequate time and classroom coverage for necessary restroom visits.

13.3 PARENTAL LEAVE

ARTICLE 13.3.1: USE OF SICK LEAVE FOR PARENTAL LEAVE

For purposes of this section, "parental leave" shall be defined as leave for reason of the birth of the unit member's child, or the placement of a child with the unit member for adoption or foster care.

Unit members shall use current and accumulated sick leave for parental leave for up to 12 workweeks. When a unit member with at least one year of District service has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave, he or she shall be entitled to substitute differential pay for the remainder of the 12-week leave. Substitute differential pay for purposes of parental leave means the difference between the unit member's regular salary and (1) the amount paid to a substitute employed to replace the unit member or (2) if no substitute is employed, the amount that would have been paid to a substitute had one been employed to replace the unit member.

When the need for parental leave is foreseeable, the unit member shall make a reasonable effort to submit a request in writing to the Division of Human Resources no later than 30 days prior to the use of parental leave and the anticipated dates of the leave. Disputes over the foreseeability of the leave, or the reasonableness of the effort shall be resolved between the Association President and the Assistant Superintendent of Human Resources.

Parental leave shall be used within 12 months following the birth or placement of the child. Parental leave under this section runs concurrently with parental (child bonding) leave under the California Family Rights Act (CFRA) and the Family Medical Leave Act (FMLA). The total amount of parental leave shall not exceed 12 workweeks in a rolling 12-month period measured from the date following the birth or placement of the child.

13.3.2 In cases of expected maternity, the unit member involved may secure a leave of absence, without pay, not to exceed one (1) school year, at the end of which, the unit member shall be reemployed at a comparable position, and, if possible, the same position.

13.3.3 Paternal sick leave may be used for the delivery of a child, for a bona fide medical disability connected with a pregnancy, as verified by a doctor's statement, and for normal postpartum recovery.

13.3.4 Upon request, the District shall provide a unit member who is a natural or adopting parent an unpaid leave of absence for the purposes of rearing his/her child. The unit member shall notify the District that he/she intends to take such a leave at a reasonable time prior to the anticipated date on which the leave is to commence. The length of such leave shall be limited to the remainder of the current school year, with the option of requesting one (1) additional school year.

13.7.1.2 A serious or critical illness or injury of a member of the unit member's immediate family/household that requires the services of a physician and of such a nature that the immediate presence of the unit member is required during his/her workday. The total number of days shall not exceed ten (10) days of personal necessity leave per school year.

13.7.1.3 An accident involving the unit member's property or the person or property of any member of the unit member's immediate family/household. The accident must be serious in nature, involve circumstances the unit member cannot reasonably be expected to disregard, and which requires the attention of the unit member during his/her workday. Such leave is limited to ten (10) days of personal necessity leave per school year.

13.15 CATASTROPHIC LEAVE

Unit members will be entitled to catastrophic leave in accordance with the Board Policy and Administrative Regulation.

ARTICLE 14 HOURS

14.3.2 Duties such as: campus supervision, supervision of social and athletic events, and field trips shall be posted at least two (2) weeks in advance and shall initially be offered to volunteers. In the event there are insufficient volunteers, such duties shall be assigned on an equitable basis. Equity shall be determined by the number of hours spent on extra-duty assignments of which no stipend is paid. Unit members shall not be required to perform supervision duties on any day when the unit member is not required to otherwise be on duty.

14.8 Unit members shall be given three (3) contract days after the close of each grading period to complete grade reports. Grade reports shall be due at 4:00 p.m. on that third contract day (including 8th graders and seniors). Exception: for the last grading period, grades for all 9th-11th graders shall be inputted into the student information system by the end of the last scheduled secondary teacher contracted workday.

14.11.1 The District shall provide to elementary teachers an uninterrupted conference/preparation period of no less than one hundred fifty (150) minutes per week. If the District schedules one conference/preparation period of at least 120 minutes, the remaining minutes must be scheduled in blocks of no less than 20 minutes. If the District schedules a conference/preparation period of less than 120 minutes, the remaining minutes must be scheduled in blocks of no less than 30 minutes.

An individual site may not deviate from the District preparation schedule unless agreed upon by the District and Association.

ARTICLE 15 PLACEMENT ASSIGNMENT, REASSIGNMENT, TRANSFER AND VACANCIES

15.1.4 On or before March 15 of the school year prior to the school year in which the transfer would become effective, the Division of Human Resources shall consider the transfer requests of unit members currently serving in the District prior to the time new personnel are being considered, and if all factors are equal between unit members initiating a transfer, as deemed by the administration, the transfer/reassignment for the succeeding year shall be made on the basis of seniority in the District. After March 15 of each year and up to the day before the duty year of unit member begins, all qualified

applicants who have applied for the vacancy at the work site shall have consideration in the selection process for filling the vacancy.

The paragraph above does not apply to positions where a separate interview and selection process exists (i.e. TOAs, Instructional Coaches, and TK teachers). Members who are selected for these positions may transfer out of the position in accordance with Article 15. There is no automatic right to transfer into a TOA, Instructional Coach, or TK teacher position.

15.2.2 Transfer requests shall be considered before hiring new employees from outside of the District. Unit members who desire transfers to other work site(s) shall have the opportunity to submit a Request for Transfer to the Division of Human Resources. All requests for transfer remaining on file as of March 16 shall become invalid. A unit member who still wishes to be considered for transfer must file a new request.

15.3.7 REDUCTION IN STAFF

Whenever the number of unit members placed at a school site must be reduced, and the reduction causes an involuntary transfer, the principal shall first seek a volunteer to transfer.

At the secondary level, should an appropriate unit member not volunteer and the need for an involuntary transfer remain, the unit member with the least District seniority in the affected department shall be transferred/reassigned to another assignment/site where there is an opening.

At the elementary level, should an appropriate unit member not volunteer and the need for an involuntary transfer remain, the unit member at the school site with the least District seniority will be transferred to another site where there is an opening.

15.6 OPENING NEW SCHOOL SITES

Whenever the District opens a new school, the principal shall be permitted to select for transfer volunteer unit members (teachers and counselors) from within the District. The principal shall select a minimum of thirty-three percent (33%) of the total staff allocation through the voluntary transfer process. The number of volunteer unit members shall not exceed twenty-five percent (25%) of the allocated classroom teachers at any one site, and shall not exceed twenty-five percent (25%) of any one department at any one site. In a case where a department or grade level has fewer than four (4) unit members, the principal may take one (1) unit member. The principal may fill the balance of the school's staff through the voluntary transfer process, the involuntary transfer process, or hire external candidates. The District shall assign nurses, special education staff, and elementary music teachers.

Whenever the District opens a new school after the student school year begins but before March 15th of that school year, the provisions of Article 15.2 Voluntary Transfer shall apply, except that the number of unit members transferring from any grade level of an elementary site or department of any site may not exceed twenty-five percent (25%) of the affected grade level or department. In cases where a grade level or department has fewer than four (4) unit members, no more than one unit member may transfer from that grade level or department. This paragraph does not apply to delays in opening a new school that the District could not reasonably foresee.

This section does not apply to any school that is "transplanted" from one physical location to another in which all bargaining unit members move collectively from one physical location to another.

ARTICLE 17: COMPENSATION AND HEALTH AND WELFARE BENEFITS

2017-2018:

1. 2% off schedule salary increase to current unit members based on their salary schedule as of December 5, 2017. Unit members who are on an unpaid leave of absence during the 2017-2018 school year will not be eligible to receive the payment. Additionally, this one-time payment shall not be applied to any stipends.
2. 2% on schedule salary increase for 2017-2018 effective July 1, 2017.

2018-2019:

1. 2% on schedule salary increase for 2018-2019 effective July 1, 2018 (may be applied to benefits upon notice by the Association to the District by January 30, 2018).

This closes salary negotiations through 2018-2019.

ARTICLE 18: CHILD DEVELOPMENT PROGRAMS

18.1 TYPES OF CHILDCARE PROGRAMS

The District operates three distinctly different childcare and development programs which are:

- 1) Children's Center Program (Child Development Teachers) which provides childcare for children ages 3-12 years old from low-income families. Families must meet eligibility and need criteria, and fees are based on gross monthly income. It is fully funded by the California Department of Education.
- 2) Infant/Toddler Center Program (Infant Toddler Center Teachers) which provides childcare for infants and toddlers of teen parents.
- 3) Parent funded Before and After School Programs (Child Care Teachers) which are parent-paid childcare programs for children in grades K-6 who are enrolled in District schools.

18.3 HOURS

Child Development Teachers', Infant-Toddler Center Teachers', and Child Care Teachers' contract duty hours shall be determined by May 31 for the succeeding year according to anticipated enrollment. As enrollment changes occur throughout the year, additional duty hours may be necessary on a temporary basis in order to meet state and federal teacher-pupil ratio requirements. These additional duty hours shall be paid at a contract equivalent hourly/daily rate.

- 18.3.1** Child Development Head Teachers and Child Care Head Teachers work eight (8) hours per day. Infant Toddler Center Head Teachers shall work at least seven (7) hours per day. All Child Day Care Program Head Teachers shall take an inclusive one-half (½) hour lunch. Child Development Teachers, Infant-Toddler Center Teachers, and Child Care Teachers who work six (6) or more consecutive hours per day shall take two (2) duty-free breaks of not more than fifteen (15) minutes each.

ARTICLE 22: PROFESSIONAL LEARNING COMMUNITIES

22.1 The District and the Association will work collaboratively towards reaching a common understanding of the PLC process and to develop a framework that ultimately benefits the students of the District.

APPENDIX A Unit Definition

Included in Unit:

Classroom Teachers, Instructional Coaches, Intervention Teachers, Transitional Kindergarten Teachers, Curriculum Specialists, Counselors, Psychologists, Librarians, Nurses, Special Education Teachers, Music Teachers, Speech-Language Pathologists, Department Chairpersons, Grade Level Chairpersons, Child Development Program Teachers, Reading Teacher/Literacy Coach, Teachers On Assignment, Hourly Adult School/ROP Teachers regularly assigned to teach twenty or more hours per week, and part-time contract employees serving in any of the above positions.

Excluded from Unit:

Substitute teachers, hourly adult school teachers regularly assigned to teach less than twenty (20) hours per week, confidential classified and classified employees, and all management and supervisory employees listed hereafter:

APPENDIX B-General Provisions of the Certificated Salary Schedule

1. Schedule is for the equivalent to 183 workdays. (185 workdays for new members)
3. Unit members working on extended contracts (those days beyond 183; 185 for new unit members, will be paid their daily rate for those days exceeding 183 workdays or 185 for new unit members.

APPENDIX C (CONT.)

ANNUAL STIPENDS FOR EXTRA DUTY COACHING AND STUDENT ACTIVITY POSITIONS EFFECTIVE JULY 1, 2017 – 2.00% (STIPEND AMOUNTS WILL INCREASE AFTER TA RATIFICATION)

All positions are single person positions, with the following exceptions: High School Assistant Varsity Football - 3 positions; High School Assistant Men/Women Track - 2 positions. In respect of High School Athletic or High School Activities Directors in LEVEL I, service for less than one year shall entitle the member to a pro rata share of the stipend.

LEVEL I \$4,172

H.S. Varsity Football
H.S. Athletic Director
H.S. Activity Director

LEVEL II \$4,072

H.S. Band Director

LEVEL III \$3,884

H.S. Women/Men Var. Basketball

LEVEL IV \$3,632

H.S. Head Var. Baseball/Softball
H.S. Head Var. Track (Women/Men)
H.S. Asst. Varsity Football

LEVEL V \$3,486

H.S. A-V Coordinator

LEVEL VI \$3,467

H.S. Head Var. Soccer
H.S. Head Var. Wrestling
H.S. Head Water Polo
H.S. Head Women/Men Swim

LEVEL VII \$3,408

H.S. Drill Team Advisor/H.S. Dance Advisor

LEVEL VIII \$3,182

H.S. Head Women/Men Tennis
Head Cross Country
H.S. Head Var. Volleyball
H.S. Asst. Women/Men Basketball
H.S. Head JV Basketball
H.S. Badminton
H.S. Cheer Coach

LEVEL IX \$3,110

H.S. Choral Director
Agriculture Advisor
H.S. Drama Director

LEVEL X \$2,916

H.S. Soph/JV Football
H.S. Frosh Football
H.S. Frosh Baseball
H.S. Frosh/Soph. Wrestling
H.S. Asst. Womens Swim
H.S. Asst. Var. Wrestling

H.S. Frosh/Soph. Basketball
H.S. Asst. Womens Softball
H.S. JV Womens Softball
H.S. Asst. Women/Men Track
H.S. Frosh/Soph. Boys Soccer
H.S. JV Wrestling
Boys Republic Baseball
Boys Republic Basketball
Jr. High Activities Director/Leadership

LEVEL XI \$2,727

Jr. High Band Director
H.S. FHA-HERO VI
FBLA/DEC
H.S. Career Technical Education (CTE)

LEVEL XII \$2,636

H.S. Womens Asst. Volleyball
H.S. Womens JV Volleyball
H.S. Asst. Frosh Football
H.S. JV Soccer
H.S. Asst. Var. Baseball
H.S. Asst. Water Polo
H.S. Golf
H.S. JV Boys Tennis
H.S. JV Baseball
H.S. Asst. JV Football
Boys Republic Track
Boys Republic Cross Country
H.S. Asst. Badminton

LEVEL XIII \$2,464

H.S. Yearbook Advisor
H.S. Publications Advisor
H.S. Pep Squad Advisor
High School AVID Advisor

LEVEL XIV \$2,272

H.S. Photo Advisor
Jr. High AVID Advisor

LEVEL XV \$2,032

Jr. High Drill Team/Jr. High Dance Advisor
Jr. High Color Guard Advisor
Jr. High: Renaissance

LEVEL XVI \$1,838

Jr. High Football
Jr. High Soccer

LEVEL XVII \$1,745

H.S. Asst. Band Director

Jr. High Basketball

Jr. High Track

Jr. High Volleyball

Jr. High Co-ed Softball

H.S. Choreographer Dir.

H.S. Asst. Pep Squad

Other J.H.S. coaches

Two high school extra duty stipends for coaches of academic competition teams.

LEVEL XVIII \$1,422

H.S. Senior Class Advisor

Jr. High STEM/STEAM Advisor

H.S. Jr. Class Advisor

Jr. High Activity Stipend: _____

High School Activity Stipend: _____

After School Activity Stipend: _____

LEVEL XIX \$1,231

H.S. Soph. Class Advisor

Jr. High Visual Performing Arts Advisor

Jr. High Pep Squad Advisor

Jr. High Vocal Music

H.S. Frosh Class Advisor

LEVEL XX \$431

7th grade Decathlon 8th grade Decathlon

Jr. High Science Fair Advisor

**** Additional funding will be provided for high school FHA-HERO VICA, FBLA/DECCA, AND CTE when such positions are to be filled by individual sites.**

Note: At the high school level the District shall provide 57 coaching stipends, 21 student activities stipends and 14 department chair stipends. At the junior high schools, each site will receive 4 coaching stipends, 6 student activities stipends and 7 department chair stipends. At the elementary schools, each site will receive two extra duty stipends.

A. CHAIRPERSONS

There will be one grade level chairperson for each of the following grade level/clusters TK-1, 2-3, 4-6. If a school has more than ten (10) classes at a grade level/cluster, additional chair positions will be added for that grade level/cluster to a maximum number of two (2).

B. HOURLY INSTRUCTION

The hourly instruction rate shall be \$44.79 (**HOURLY INSTRUCTION RATE WILL INCREASE AFTER TA RATIFICATION**) (Annual Salary for Group III, Step I of the Certificated Salary Schedule divided by 183 and then by 6)

For the Association:


Steve Ball
Association President

12/5/17
Date

For the District:


Lea Fellows
Assistant Superintendent
Human Resources

12/5/17
Date


Association Negotiation Team:


Kelly Larned
12/5/17
Date


Sheri Hamblin
12/5/17
Date


Susie Hofmann
12/5/17
Date


Elizabeth Pinkava
12/5/17
Date


Brenda Walker
12/5/17
Date

District Negotiation Team:


Grace Park
12/5/17
Date


Suzanne Hernandez
12/5/17
Date


Tom Mackessy
12.5.17
Date


Richard Rideout
12-5-17
Date

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

Chino Valley USD

SCHOOL DISTRICT

Government Code Section 3547.5: **Before** a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer.

Intent of Legislation: To ensure that members of the public are informed of the major provisions of a collective bargaining agreement before it becomes binding on the school district.

(This information is pulled from the SUMMARY section of this file which should be completed FIRST)

MAJOR PROVISIONS OF PROPOSED AGREEMENT WITH THE

Associated Chino Teachers (ACT)

BARGAINING UNIT

To be acted upon by the Governing Board at its meeting on

02/01/18

A. PERIOD OF AGREEMENT:

The proposed bargaining agreement covers the period beginning and ending
for the following fiscal years **2016/17**

07/01/16

06/30/19

2016/17, 2017/18, 2018/19

B. TOTAL COST CHANGE TO IMPLEMENT PROPOSED AGREEMENT (SALARIES & BENEFITS)

The total change in costs for salaries and employee benefits in the proposed agreement:

1. Current Year Costs Before Agreement

\$137,468,063.00

2. Current Year Costs After Agreement

\$142,966,785.00

3. Total Cost Change

\$5,498,722.00

4. Percentage Change

4.00%

5. Value of a 1% Change

1,374,681

C. PERCENTAGE SALARY CHANGE FOR AVERAGE, REPRESENTED EMPLOYEE

The total percentage change in salary, including annual step and column movement on the salary schedule (as applicable), for the average, represented employee under this proposed agreement:

1. Salary Schedule change

(% Change To Existing Salary Schedule)

2.0%

(% change for one time bonus/stipend or salary reduction)

2.0%

2. Step & Column

(Average % Change Over Prior Year Salary Schedule)

1.0%

3. TOTAL PERCENTAGE CHANGE FOR THE
AVERAGE, REPRESENTED EMPLOYEE

5%

4. Change in # of Work Days (+/-) Related to % Change

5. Total # of Work Days to be provided in Fiscal Year

183

6. Total # of Instructional Days to be provided in Fiscal Year
(applicable to Certificated BU agreements only)

180

**FORM FOR PUBLIC DISCLOSURE
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Chino Valley USD

SCHOOL DISTRICT

D. PERCENTAGE BENEFITS CHANGE FOR BOTH STATUTORY AND DISTRICT-PROVIDED EMPLOYEE BENEFITS INCLUDED IN THIS PROPOSED AGREEMENT:

1.	Cost of Benefits Before Agreement	21,451,468.00
2.	Cost of Benefits After Agreement	22,309,526.00
3.	Percentage Change in Total Costs	4.00%

E. IMPACT OF PROPOSED AGREEMENT ON DISTRICT RESERVES

State-Recommended Minimum Reserve Level (after implementation of Proposed Agreement)

1.	Based On Total Expenditures and Other Uses in the General Fund of:	\$ 287,429,740.00
2.	Percentage Reserve Level State Standard for District:	3.0%
3.	Amount of State Minimum Reserve Standard:	\$ 8,622,892.20

SUFFICIENCY OF DISTRICT UNRESTRICTED RESERVES to meet the minimum recommended level AFTER IMPLEMENTATION OF PROPOSED AGREEMENT:

GENERAL FUND RESERVES (Fund 01 Unrestricted ONLY)

4.	Reserve for Economic Uncertainties (Object 9789)	\$25,315,401.00
5.	Unassigned/Unappropriated (Object 9790)	\$46,519,766.00
6.	Total Reserves: (Object 9789 + 9790)	\$71,835,167.00

SPECIAL RESERVE FUND (Fund 17, as applicable)

7.	Reserve for Economic Uncertainties (Object 9789)	
----	---	--

TOTAL DISTRICT RESERVES, applicable to State Minimum Reserve Standard:

8.	General Fund & Special Reserve Fund:	\$71,835,167.00
9.	Percentage of General Fund Expenditures/Uses	24.99%
	Difference between District Reserves and Minimum State Requirement	\$63,212,274.80

**FORM FOR PUBLIC DISCLOSURE
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Chino Valley USD

SCHOOL DISTRICT

F. MULTIYEAR CONTRACT AGREEMENT PROVISIONS

2% On Schedule salary increase for 2018-2019 effective July 1, 2018

G. FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS

The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years (including any compensation and/or noncompensation provisions specified below that have been agreed upon if the proposed agreement is part of a multi-year contract):

The assumptions used to project the available funds were the COLA and Gap Funding percentages provided by School Services of California. Other assumptions included projections for continuing declining enrollment, including loss of ADA, reduction of staff and loss of other state funding.

H. NARRATIVE OF AGREEMENT

The District shall provide a 2% off schedule salary increase to current unit members based on their salary schedule as of December 5, 2017. Unit members who are on an unpaid leave of absence during the 2017-2018 school year will not be eligible to receive the payment. Additionally, this one-time payment shall not be applied to any stipends. The District will also provide a 2% on schedule salary increase for 2017-2018 effective July 1, 2017 and a 2% on

I. SOURCE OF FUNDING FOR PROPOSED AGREEMENT

The following source(s) of funding have been identified to fund the proposed agreement

The District is using LCFF base funding to fund the proposed agreement.

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

Chino Valley USD

SCHOOL DISTRICT

CERTIFICATION

To be signed by the District Superintendent AND Chief Business Official when submitted for Public Disclosure and by the Board President after formal action by the Governing Board on the proposed agreement.

Districts with a Qualified or Negative Certification: Per Government Code 3540.2, signatures of the District Superintendent and Chief Business Official must accompany the Summary Disclosure sent to the County Superintendent for review 10 days prior to the board meeting that will ratify the agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted for public disclosure in accordance with the requirements of AB 1200, AB 2756 and GC 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

District Superintendent - signature

Date

Chief Business Official- signature

Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on _____ took action to approve the proposed Agreement with the _____ Bargaining Unit.

*President, Governing Board
(signature)*

Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 1, 2018

TO: Members, Board of Education

FROM: Wayne M. Joseph, Superintendent

PREPARED BY: Lea Fellows, Assistant Superintendent, Human Resources
Suzanne Hernandez, Ed.D., Director, Human Resources
Richard Rideout, Director, Human Resources

SUBJECT: PUBLIC HEARING AND RATIFICATION OF THE TENTATIVE AGREEMENT BETWEEN THE CHINO VALLEY UNIFIED SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHINO CHAPTER 102 EFFECTIVE THE 2017/2018 SCHOOL YEAR

=====

BACKGROUND

On December 11, 2017, the Chino Valley Unified School District and California School Employees Association and its Chino Chapter 102 reached a tentative agreement for the reopener to the collective bargaining agreement, effective the 2017/2018 school year. The Association membership approved the tentative agreement on January 9, 2018.

The District has provided the necessary Notice to the Public and fiscal disclosure documents to the San Bernardino County Superintendent of Schools for review ten days in advance of this pending action item, as required by Assembly Bill 1200. Additionally, the Board is required to conduct a public hearing in order to receive public input to any Board action.

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

RECOMMENDATION

It is recommended the Board of Education:

- a) Conduct a public hearing, and
- b) Ratify the Tentative Agreement between the Chino Valley Unified School District and the California School Employees Association and its Chino Chapter 102 effective the 2017/2018 school year.

FISCAL IMPACT

See Form for Public Disclosure of Proposed Collective Bargaining Agreement for a full financial disclosure.

WMJ:LF:SH:RR:mcm

**TENTATIVE AGREEMENT
BETWEEN THE
CHINO VALLEY UNIFIED SCHOOL DISTRICT (CVUSD)
AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) AND ITS CHINO CHAPTER 102
REGARDING A 2017-2018 REOPENER NEGOTIATIONS TO THE
COLLECTIVE BARGAINING AGREEMENT
December 11, 2017**

ARTICLE 12: WAGES AND BENEFITS

12.1 Wages

12.1.1 ~~2015-2016~~ 2017-2018 School Year

UNIT MEMBERS WHO ARE IN PAID STATUS BETWEEN JULY 1, 2017 – DECEMBER 11, 2017, ~~November 1, 2015 – February 29, 2016~~ shall receive a ~~2%~~ one-time off-schedule payment. **THIS ONE-TIME OFF-SCHEDULE PAYMENT WILL BE BASED ON THEIR ANNUAL BASE SALARY AS OF DECEMBER 11, 2017 (PRIOR TO THE IMPLEMENTATION OF ARTICLE 12.1.2).** A UNIT MEMBER WHO WAS TERMINATED OR RESIGNED IN LIEU OF TERMINATION ANYTIME DURING THE 2017-2018 SCHOOL YEAR WILL NOT BE ELIGIBLE TO RECEIVE THE PAYMENT.

12.1.2 ~~2016-2017~~ 2017-2018 School Year

The District shall provide a ~~2%~~ 3% on-going on-schedule salary increase effective July 1, 2017~~6~~.

12.1.3 ~~2017-2018~~ 2018-2019 School Year

The District ~~and the Association shall negotiate salary as a reopener for the 2017-2018 school year.~~ shall provide a ~~2%~~ 3% on-going on-schedule salary increase effective **JULY 1, 2018.**

SALARY AND HEALTH & WELFARE WILL BE CLOSED THROUGH 2018-2019.

12.3 Professional Growth - Tuition Reimbursement

12.3.1 The District shall contribute the actual cost up to thirty thousand (\$30,000.00) dollars each school year to reimburse the costs of tuition, mandatory fees, and the costs of books for unit members who take courses at qualifying institutions where such courses are reasonably related to the position held by the unit member or are reasonably related to positions within the District for which the unit member could expect to become qualified. Unit members upon written request shall be eligible for an amount of ~~\$400~~ **\$500** dollars a semester and ~~\$800~~ **\$1000** dollars a year. The parties agree to negotiate on additional funding for this program in the event the allocation of funds referred to above is expended prior to the end of any given school year.

ARTICLE 14: LEAVE PROVISIONS

14.7 Personal Necessity

14.7.1 A classified unit member serving in a status which entitled the unit member to illness or injury leave pay may, at the unit member's election, be placed on a personal necessity leave. A unit member shall be entitled to use a maximum of ten (10) days of accumulated sick leave each school year for personal necessity leave. Personal necessity leave may be used for any of the purposes listed below. In each case the appropriate administrator shall be notified as soon as possible.

- a) The death of a member of the unit member's immediate family when the number of days absent exceeds the limit provided in the bereavement leave policy. The total number of days shall not exceed the total number of days of bereavement leave provided in 14.5 plus seven (7) days of personal necessity leave.
- b) To attend a funeral for other than immediate family. The total number of days shall not exceed ten (10) days.
- c) An accident involving the unit member's property or the person or property of any member of the unit member's immediate family. Such accident must be serious in nature, involve circumstances the unit member cannot reasonably be expected to disregard, and require the attention of the unit member during his/her assigned hours of service. The total number of days shall not exceed ten (10) days.
- d) Appearance in court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction. Each date of necessary attendance under such order, other than the date specified in the subpoena, shall be certified by the clerk or authorized officer of the court or other official of a body with jurisdiction. In any case in which a witness fee is payable, such fee shall be collected by the employee and remitted to the District.
- e) Personal Business Leave up to a maximum of ~~two (2)~~ **FOUR (4)** days per fiscal year from the ten (10) days allocated herein.
- f) Marriage of the unit member or a member's "immediate family" (see Section 14.5.3) for no more than seven (7) days per year, provided that advance approval from appropriate supervisor is provided.

14.7.2 Upon return from personal necessity leave, a unit member shall complete an absence verification form verifying that use of such leave was for purposes set forth above.

14.7.3 When sick leave is used for personal necessity as set forth above, the unit member shall not be required to secure advance permission, but shall notify his/her site administrator as soon as possible prior to taking the personal necessity leave.

14.8 PARENTAL LEAVE (AB2393)

14.8.1 FOR PURPOSES OF THIS SECTION, "PARENTAL LEAVE" MEANS LEAVE FOR THE PURPOSE OF BONDING WITH THE UNIT MEMBER'S NEWBORN CHILD, OR WITH A NEWLY PLACED CHILD IN THE UNIT MEMBER'S HOUSEHOLD FOR ADOPTION OR FOSTER CARE. PARENTAL LEAVE DOES NOT INCLUDE LEAVE TAKEN FOR THE EMPLOYEE'S DISABILITY DUE TO PREGNANCY, CHILDBIRTH, OR RECOVERY THEREFROM.

14.8.2 UNIT MEMBERS SHALL USE CURRENT AND ACCUMULATED SICK LEAVE FOR PARENTAL LEAVE, FOR UP TO TWELVE (12) WORKWEEKS.

14.8.3 WHEN A UNIT MEMBER HAS EXHAUSTED ALL CURRENT AND ACCUMULATED SICK LEAVE AND CONTINUES TO BE ABSENT ON ACCOUNT OF PARENTAL (CHILDBONDING) LEAVE UNDER THE CALIFORNIA FAMILY RIGHTS ACT (CFRA), HE OR SHE SHALL BE ENTITLED TO SUBSTITUTE DIFFERENTIAL PAY FOR ANY OF THE REMAINING TWELVE (12) WORKWEEK PERIOD. SUCH SUBSTITUTE DIFFERENTIAL PAY SHALL BE PAID AS SET FORTH IN SECTION 14.3.5 OF THIS AGREEMENT BUT SHALL NOT COUNT AGAINST THE LEAVE ENTITLEMENT SET FORTH IN THAT SECTION. IN ORDER TO USE SUBSTITUTE DIFFERENTIAL PAY, THE UNIT MEMBER SHALL BE ELIGIBLE FOR LEAVE UNDER (CFRA), EXCEPT THAT HE OR SHE IS NOT REQUIRED TO HAVE WORKED 1,250 HOURS IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE LEAVE.

14.8.4 THE UNIT MEMBER SHALL GIVE THE DISTRICT AT LEAST THIRTY (30) DAYS ADVANCE WRITTEN NOTICE OF HIS OR HER INTENTION TO USE PARENTAL LEAVE AND THE ANTICIPATED DATES OF THE LEAVE UNLESS SUCH NOTICE IS NOT PRACTICAL.

14.8.5 PARENTAL LEAVE SHALL BE USED WITHIN TWELVE (12) MONTHS FOLLOWING THE BIRTH OR PLACEMENT OF THE CHILD. PARENTAL LEAVE SHALL BE TAKEN IN INCREMENTS OF AT LEAST TWO (2) WEEKS DURATION; HOWEVER, THE UNIT MEMBER MAY TAKE PARENTAL LEAVE IN INCREMENTS OF LESS THAN TWO (2) WEEKS ON UP TO TWO OCCASIONS.

14.8.6 PARENTAL LEAVE UNDER THIS SECTION RUNS CONCURRENTLY WITH PARENTAL (CHILD BONDING) LEAVE UNDER (CFRA). THE TOTAL AMOUNT OF PARENTAL LEAVE SHALL NOT EXCEED TWELVE (12) WORKWEEKS IN ANY TWELVE (12)-MONTH PERIOD.

14.89 Child-Bearing Preparation and Child Rearing Leave

14.89.1 IN ADDITION TO THE LEAVE PROVIDED ABOVE, unit members covered by this Agreement shall be entitled to use personal illness/sick leave, as set forth in this Agreement, for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom, on the same terms and conditions governing leaves of absence for other illnesses, injuries, or medical disabilities. Such leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom.

14.89.2 The length of such pregnancy disability leave, including the dates on which the leave shall commence and the date on which the unit member's duties with the District are to be resumed, shall be determined by the unit member and the unit member's physician, subject to the following conditions:

- a) Within five (5) days following delivery, the unit member shall provide to the Human Resources Office a doctor's statement indicating necessary postpartum recovery time.
- b) A unit member who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform her required duties and responsibilities and has submitted the necessary doctor's certificate.
- c) A unit member returning from pregnancy leave shall return when she is able fully and properly to resume her duties and has submitted the necessary doctor's certificate.

14.89.3 Unit members shall be entitled to leave without pay or other benefits for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom, when all current, accumulated, and differential pay sick leave has been exhausted. The dates on which the unit member shall resume duties shall be determined by the unit member on leave and the unit member's physician: provided, however, that the District management may require a verification of the extent of disability.

14.89.4 Unit members may request, and shall be granted, a leave without pay and/or benefits for the purpose of preparing for child bearing or for child rearing. A unit member on such leave is entitled to return to the same position with no reduction in hours or pay if the leave is for less than six (6) calendar months. When said leave exceeds six (6) calendar months, the unit member is entitled to return to a comparable position with no reduction in hours or pay. In no case shall said leave exceed twelve (12) calendar months unless extended in writing by the District.

14.910 Other Leaves Without Pay

14.9.10.1 Upon recommendation of the Superintendent and approval by the Board of Education, leave without compensation, increment, or seniority may be granted for a specified period, not to exceed one (1) calendar year, for the following purposes: care for a member of the immediate family who is ill or long-term illness of the unit member.

14.9.10.2 Regular unit members may be granted personal business leave, not to exceed five (5) duty days, with the Superintendent's approval. This personal business leave may be granted providing it does not seriously impair the program(s) of the District.

A unit member may be granted a leave of absence for personal reasons, not to exceed one hundred (100) days, upon the recommendation of the Superintendent and with approval of the Board of Education. No sick leave, vacation, or retirement credit shall accrue during such leave, but the unit member is entitled to return to the position held at the time of leaving, with all accrued benefits which were to his/her credit at the time the leave began.

14.9.10.3 The application for and granting of such leaves of absence shall be in writing. A unit member on such leave shall notify the District Human Resources Office no later than thirty (30) calendar days prior to return from the leave as to his/her intent to return to employment in the District. Failure to so notify will be considered an abandonment of position.

Date: 12-11-17
Initials: DA/JP

This Tentative Agreement is subject to ratification by the CSEA Chino Chapter 102 membership, CSEA Policy 610 requirements and adoption by the Chino Valley Unified School District Board of Education.

For the California School Employees Association:
Chino Chapter 102

Denise Arroyo
Denise Arroyo
President, CSEA Chapter 102

12-11-17
Date

For the Chino Valley Unified School District:

Lea Fellows
Lea Fellows
Assistant Superintendent, Human Resources

12/11/17
Date

Daniel Hernandez
Daniel Hernandez
1st Vice President, CSEA Chapter 102

12/11/17
Date

Grace Park
Grace Park, Ed.D.
Assistant Superintendent, CIIS

12/11/17
Date

Freddie Arroyo, Jr.
Freddie Arroyo, Jr.
CSEA Chapter 102

12-11-17
Date

Craig Frame
Craig Frame
Director, Risk Management

12-11-17
Date

Curtis Dean
Curtis Dean
CSEA Chapter 102

12/11/17
Date

Suzanne Hernandez
Suzanne Hernandez, Ed.D.
Director, Human Resources

12-11-17
Date

Wendy Randall
Wendy Randall
CSEA Chapter 102

12/11/17
Date

Richard Rideout
Richard Rideout
Director, Human Resources

12/11/17
Date

Monica Landry
Monica Landry
CSEA Labor Relations Representative

12/11/17
Date

Jane Sousa
Jane Sousa
Personnel Technician

12/11/17
Date

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Chino Valley USD

SCHOOL DISTRICT

Government Code Section 3547.5: **Before** a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer.

Intent of Legislation: To ensure that members of the public are informed of the major provisions of a collective bargaining agreement before it becomes binding on the school district.

(This information is pulled from the SUMMARY section of this file which should be completed FIRST)

MAJOR PROVISIONS OF PROPOSED AGREEMENT WITH THE

Classified School Employees Association (CSEA)

BARGAINING UNIT

To be acted upon by the Governing Board at its meeting on

02/01/18

A. PERIOD OF AGREEMENT:

The proposed bargaining agreement covers the period beginning and ending
for the following fiscal years **2016/17**

07/01/16

06/30/19

2016/17, 2017/18, 2018/19

B. TOTAL COST CHANGE TO IMPLEMENT PROPOSED AGREEMENT (SALARIES & BENEFITS)

The total change in costs for salaries and employee benefits in the proposed agreement:

1. Current Year Costs Before Agreement

\$42,144,866.00

2. Current Year Costs After Agreement

\$43,830,660.00

3. Total Cost Change

\$1,685,794.00

4. Percentage Change

4.00%

5. Value of a 1% Change

421,449

C. PERCENTAGE SALARY CHANGE FOR AVERAGE, REPRESENTED EMPLOYEE

The total percentage change in salary, including annual step and column movement on the salary schedule (as applicable), for the average, represented employee under this proposed agreement:

1. Salary Schedule change
(% Change To Existing Salary Schedule)
(% change for one time bonus/stipend or salary reduction)

2.0%

2.0%

2. Step & Column
(Average % Change Over Prior Year Salary Schedule)

1.0%

3. TOTAL PERCENTAGE CHANGE FOR THE
AVERAGE, REPRESENTED EMPLOYEE

5%

4. Change in # of Work Days (+/-) Related to % Change

5. Total # of Work Days to be provided in Fiscal Year

VARIES

6. Total # of Instructional Days to be provided in Fiscal Year
(applicable to Certificated BU agreements only)

180

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

Chino Valley USD

SCHOOL DISTRICT

D. PERCENTAGE BENEFITS CHANGE FOR BOTH STATUTORY AND DISTRICT-PROVIDED EMPLOYEE BENEFITS INCLUDED IN THIS PROPOSED AGREEMENT:

1.	Cost of Benefits Before Agreement	8,712,480.00
2.	Cost of Benefits After Agreement	9,060,978.00
3.	Percentage Change in Total Costs	4.00%

E. IMPACT OF PROPOSED AGREEMENT ON DISTRICT RESERVES

State-Recommended Minimum Reserve Level (after implementation of Proposed Agreement)

1.	Based On Total Expenditures and Other Uses in the General Fund of:	\$ 287,429,740.00
2.	Percentage Reserve Level State Standard for District:	3.0%
3.	Amount of State Minimum Reserve Standard:	\$ 8,622,892.20

SUFFICIENCY OF DISTRICT UNRESTRICTED RESERVES to meet the minimum recommended level AFTER IMPLEMENTATION OF PROPOSED AGREEMENT:

GENERAL FUND RESERVES (Fund 01 Unrestricted ONLY)

4.	Reserve for Economic Uncertainties (Object 9789)	\$25,315,401.00
5.	Unassigned/Unappropriated (Object 9790)	\$46,519,766.00
6.	Total Reserves: (Object 9789 + 9790)	\$71,835,167.00

SPECIAL RESERVE FUND (Fund 17, as applicable)

7.	Reserve for Economic Uncertainties (Object 9789)	
----	---	--

TOTAL DISTRICT RESERVES, applicable to State Minimum Reserve Standard:

8.	General Fund & Special Reserve Fund:	\$71,835,167.00
9.	Percentage of General Fund Expenditures/Uses	24.99%
	Difference between District Reserves and Minimum State Requirement	\$63,212,274.80

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

Chino Valley USD

SCHOOL DISTRICT

F. MULTIYEAR CONTRACT AGREEMENT PROVISIONS

2% On Schedule Salary Increase for 2018-2019 Effective July 1, 2018

G. FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS

The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years (including any compensation and/or noncompensation provisions specified below that have been agreed upon if the proposed agreement is part of a multi-year contract):

The assumptions used to project the available funds were the COLA and Gap Funding Percentages provided by School Services of California. Other assumptions included projections for continuing declining enrollment, including loss of ADA, reduction of staff and loss of other state funding.

H. NARRATIVE OF AGREEMENT

The District shall provide a 2% off schedule salary increase to unit members who are in paid status between July 1, 2017 - December 11, 2017. This one-time off schedule payment will be based on their annual base salary as of December 11, 2017. A unit member who was terminated or resigned in lieu of termination anytime during the 2017-2018 school year will not be eligible to receive the payment. The District will also provide a 2% on schedule salary increase for 2017-18 effective July 1, 2017 and a 2% on schedule salary increase for 2018-2019 effective July 1, 2018.

I. SOURCE OF FUNDING FOR PROPOSED AGREEMENT

The following source(s) of funding have been identified to fund the proposed agreement

The District is using LCFF base funding to fund the proposed agreement.

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

Chino Valley USD

SCHOOL DISTRICT

CERTIFICATION

To be signed by the District Superintendent AND Chief Business Official when submitted for Public Disclosure and by the Board President after formal action by the Governing Board on the proposed agreement.

Districts with a Qualified or Negative Certification: Per Government Code 3540.2, signatures of the District Superintendent and Chief Business Official must accompany the Summary Disclosure sent to the County Superintendent for review 10 days prior to the board meeting that will ratify the agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted for public disclosure in accordance with the requirements of AB 1200, AB 2756 and GC 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

District Superintendent - signature

Date

Chief Business Official- signature

Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on **2/1/2017** **Chino Valley USD** ***took action to approve the proposed Agreement with the*** **CSEA** ***Bargaining Unit.***

***President, Governing Board
(signature)***

Date

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

DATE: February 1, 2018

TO: Members, Board of Education

FROM: Wayne M. Joseph, Superintendent

PREPARED BY: Lea Fellows, Assistant Superintendent, Human Resources
Suzanne Hernandez, Ed.D., Director, Human Resources
Richard Rideout, Director, Human Resources

SUBJECT: APPROVAL OF SALARY INCREASES FOR MANAGEMENT AND CLASSIFIED CONFIDENTIAL EMPLOYEES

=====

BACKGROUND

The District has a practice of providing unrepresented employees, i.e., management and classified confidential employees, with increases in salary as provided to other bargaining units. As a result of the anticipated ratification between the District and the Associated Chino Teachers, and with the California School Employees Association and its Chino Chapter 102, a recommendation for a salary increase for unrepresented employees is now being brought before the Board.

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

RECOMMENDATION

It is recommended the Board of Education approve the salary increases for management and classified confidential employees as follows:

- a) Provide a 2% off-schedule one-time payment for the 2017/2018 school year based on individual annual base salary as of December 11, 2017;
- b) Provide a 2% on schedule salary increase for the 2017/2018 school year effective July 1, 2017; and
- c) Provide a 2% on schedule salary increase for the 2018/2019 school year effective July 1, 2018.

FISCAL IMPACT

\$784,519.00 to the General Fund.

WMJ:LF:SH:RR:mcm

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 1, 2018

TO: Members, Board of Education

FROM: Wayne M. Joseph, Superintendent

PREPARED BY: Lea Fellows, Assistant Superintendent, Human Resources
Suzanne Hernandez, Ed.D., Director, Human Resources
Richard Rideout, Director, Human Resources

SUBJECT: ADDENDUM TO THE EMPLOYMENT CONTRACTS FOR THE SUPERINTENDENT; DEPUTY SUPERINTENDENT; AND THE ASSISTANT SUPERINTENDENTS OF BUSINESS SERVICES; CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT; FACILITIES, PLANNING, AND OPERATIONS; AND HUMAN RESOURCES DIVISIONS

=====

BACKGROUND

Government Code 53262 requires that “all contracts with a superintendent, deputy superintendent, assistant superintendent, associate superintendent...of a local agency shall be ratified in an open session of the governing body which shall be reflected in the governing body’s minutes.”

As a result of the anticipated ratification between the District and the Associated Chino Teachers, and with the California School Employees Association and its Chino Chapter 102, a recommendation for a salary increase for the Superintendent, Deputy Superintendent, Assistant Superintendents, is now being brought before the Board.

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

RECOMMENDATION

It is recommended the Board of Education approve the addendum to the employment contracts for the Superintendent; Deputy Superintendent; and the Assistant Superintendents of Business Services; Curriculum, Instruction, Innovation, and Support; Facilities, Planning, and Operations; and Human Resources divisions as follows:

- a) Provide a 2% off-schedule one-time payment for the 2017/2018 school year based on the annual base salary as of December 11, 2017;
- b) Provide a 2% on schedule salary increase for the 2017/2018 school year effective July 1, 2017; and
- c) Provide a 2% on schedule salary increase for the 2018/2019 school year, effective July 1, 2018.

FISCAL IMPACT

\$95,539.00 to the General Fund for the Superintendent, Deputy Superintendent, and Assistant Superintendents.

WMJ:LF:SH:RR:mcm

ADDENDUM TO CONTRACT FOR EMPLOYMENT OF
ASSISTANT SUPERINTENDENT OF
HUMAN RESOURCES
BETWEEN THE BOARD OF EDUCATION
OF THE
CHINO VALLEY UNIFIED SCHOOL DISTRICT

COUNTY OF SAN BERNARDINO, CALIFORNIA
AND
WAYNE M. JOSEPH

The March 19, 2015, Contract for Employment for Wayne M. Joseph, Superintendent, shall be amended as set forth below:

Item 2 – Salary

- a) For the 2017/2018 school year, provide a 2% off-schedule one-time payment. This payment will be based on the annual base salary as of December 11, 2017;
- b) For the 2017/2018 school year, provide a 2% on schedule salary increase effective to July 1, 2017; and
- c) For the 2018/2019 school year, provide a 2% on schedule salary increase effective to July 1, 2018.

All other provisions of the Contract for Employment shall remain unchanged.

SIGNATURE OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT

County of San Bernardino, California

Pamela Feix, President Date

James Na, Vice-President Date

Irene Hernandez-Blair, Clerk Date

Andrew Cruz, Member Date

Sylvia Orozco, Member Date

SIGNATURE OF THE SUPERINTENDENT

Wayne M. Joseph Date

ADDENDUM TO CONTRACT FOR EMPLOYMENT OF
ASSISTANT SUPERINTENDENT OF
HUMAN RESOURCES
BETWEEN THE BOARD OF EDUCATION
OF THE
CHINO VALLEY UNIFIED SCHOOL DISTRICT

COUNTY OF SAN BERNARDINO, CALIFORNIA
AND
NORMAN P. ENFIELD, ED.D.

The March 19, 2015, Contract for Employment for Norman P. Enfield, Ed.D., Deputy Superintendent, shall be amended as set forth below:

Item 2 – Salary

- a) For the 2017/2018 school year, provide a 2% off-schedule one-time payment. This payment will be based on the annual base salary as of December 11, 2017;
- b) For the 2017/2018 school year, provide a 2% on schedule salary increase effective July 1, 2017; and
- c) For the 2018/2019 school year, provide a 2% on schedule salary increase effective July 1, 2018.

All other provisions of the Contract for Employment shall remain unchanged.

SIGNATURE OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT

County of San Bernardino, California

Pamela Feix, President Date

James Na, Vice-President Date

Irene Hernandez-Blair, Clerk Date

Andrew Cruz, Member Date

Sylvia Orozco, Member Date

SIGNATURE OF THE DEPUTY SUPERINTENDENT

Norman P. Enfield, Ed.D. Date

ADDENDUM TO CONTRACT FOR EMPLOYMENT OF
ASSISTANT SUPERINTENDENT OF
HUMAN RESOURCES
BETWEEN THE BOARD OF EDUCATION
OF THE
CHINO VALLEY UNIFIED SCHOOL DISTRICT

COUNTY OF SAN BERNARDINO, CALIFORNIA
AND
SANDRA H. CHEN

The March 19, 2015, Contract for Employment for Sandra H. Chen, Assistant Superintendent, Business Services shall be amended as set forth below:

Item 2 – Salary

- a) For the 2017/2018 school year, provide a 2% off-schedule one-time payment. This payment will be based on the annual base salary as of December 11, 2017;
- b) For the 2017/2018 school year, provide a 2% on schedule salary increase effective July 1, 2017; and
- c) For the 2018/2019 school year, provide a 2% on schedule salary increase effective July 1, 2018.

All other provisions of the Contract for Employment shall remain unchanged.

SIGNATURE OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT

County of San Bernardino, California

Pamela Feix, President Date

James Na, Vice-President Date

Irene Hernandez-Blair, Clerk Date

Andrew Cruz, Member Date

Sylvia Orozco, Member Date

SIGNATURE OF THE ASSISTANT SUPERINTENDENT

Sandra H. Chen Date

ADDENDUM TO CONTRACT FOR EMPLOYMENT OF
ASSISTANT SUPERINTENDENT OF
HUMAN RESOURCES
BETWEEN THE BOARD OF EDUCATION
OF THE
CHINO VALLEY UNIFIED SCHOOL DISTRICT

COUNTY OF SAN BERNARDINO, CALIFORNIA
AND
LEA FELLOWS

The November 17, 2016, Contract for Employment for Lea Fellows, Assistant Superintendent, Human Resources shall be amended as set forth below:

Item 2 – Salary

- a) For the 2017/2018 school year, provide a 2% off-schedule one-time payment. This payment will be based on the annual base salary as of December 11, 2017;
- b) For the 2017/2018 school year, provide a 2% on schedule salary increase effective July 1, 2017; and
- c) For the 2018/2019 school year, provide a 2% on schedule salary increase effective July 1, 2018.

All other provisions of the Contract for Employment shall remain unchanged.

SIGNATURE OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT

County of San Bernardino, California

Pamela Feix, President Date

James Na, Vice-President Date

Irene Hernandez-Blair, Clerk Date

Andrew Cruz, Member Date

Sylvia Orozco, Member Date

SIGNATURE OF THE ASSISTANT SUPERINTENDENT

Lea Fellows Date

ADDENDUM TO CONTRACT FOR EMPLOYMENT OF
ASSISTANT SUPERINTENDENT OF
HUMAN RESOURCES
BETWEEN THE BOARD OF EDUCATION
OF THE
CHINO VALLEY UNIFIED SCHOOL DISTRICT

COUNTY OF SAN BERNARDINO, CALIFORNIA
AND
GRACE PARK, ED.D.

The March 19, 2015, and January 7, 2016, Contract for Employment for Grace Park, Ed.D., Assistant Superintendent, Curriculum, Instruction, Innovation, and Support shall be amended as set forth below:

Item 2 – Salary

- a) For the 2017/2018 school year, provide a 2% off-schedule one-time payment. This payment will be based on the annual base salary as of December 11, 2017;
- b) For the 2017/2018 school year, provide a 2% on schedule salary increase effective to July 1, 2017; and
- c) For the 2018/2019 school year, provide a 2% on schedule salary increase effective to July 1, 2018.

All other provisions of the Contract for Employment shall remain unchanged.

SIGNATURE OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT

County of San Bernardino, California

Pamela Feix, President Date

James Na, Vice-President Date

Irene Hernandez-Blair, Clerk Date

Andrew Cruz, Member Date

Sylvia Orozco, Member Date

SIGNATURE OF THE ASSISTANT SUPERINTENDENT

Grace Park, Ed.D. Date

ADDENDUM TO CONTRACT FOR EMPLOYMENT OF
ASSISTANT SUPERINTENDENT OF
HUMAN RESOURCES
BETWEEN THE BOARD OF EDUCATION
OF THE
CHINO VALLEY UNIFIED SCHOOL DISTRICT

COUNTY OF SAN BERNARDINO, CALIFORNIA
AND
GREGORY J. STACHURA

The March 19, 2015, Contract for Employment for Gregory J. Stachura, Assistant Superintendent, Facilities, Planning & Operations shall be amended as set forth below:

Item 2 – Salary

- a) For the 2017/2018 school year, provide a 2% off-schedule one-time payment. This payment will be based on the annual base salary as of December 11, 2017;
- b) For the 2017/2018 school year, provide a 2% on schedule salary increase effective to July 1, 2017; and
- c) For the 2018/2019 school year, provide a 2% on schedule salary increase effective to July 1, 2018.

All other provisions of the Contract for Employment shall remain unchanged.

SIGNATURE OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT

County of San Bernardino, California

Pamela Feix, President Date

James Na, Vice-President Date

Irene Hernandez-Blair, Clerk Date

Andrew Cruz, Member Date

Sylvia Orozco, Member Date

SIGNATURE OF THE ASSISTANT SUPERINTENDENT

Gregory J. Stachura Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 1, 2018

TO: Members, Board of Education

FROM: Wayne M. Joseph, Superintendent

PREPARED BY: Lea Fellows, Assistant Superintendent, Human Resources

SUBJECT: COMPENSATION INCREASE FOR THE BOARD OF EDUCATION

=====

BACKGROUND

Board Bylaw 9250 states, "Each member of the Board of Education may receive the monthly compensation as provided for in Education Code 35120. On an annual basis, the Board may increase the compensation of Board members beyond the limit delineated in Education Code 35120 in an amount not to exceed five percent based on the present monthly rate of compensation. Any increase made pursuant to this section shall be effective upon approval by the Board (Education Code 35120)."

The increase in compensation reflects the same proposed percentage increase for all management team members.

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

RECOMMENDATION

It is recommended the Board of Education approve:

- a) A 2% compensation increase for the 2017/2018 school year effective February 2, 2018; and
- b) A 2% compensation increase for the 2018/2019 school year effective to July 1, 2018.

FISCAL IMPACT

\$2,407.00 to the General Fund.

WMJ:LF:mcm

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
January 18, 2018

MINUTES

I. OPENING BUSINESS

I.A. CALL TO ORDER – 3:45 P.M.

1. Roll Call

President Feix called to order the regular meeting of the Board of Education, Thursday, January 18, 2018, at 3:45 p.m. with Cruz, Na, Orozco, and Feix present. Mrs. Blair arrived at 3:57 p.m.

Administrative Personnel

Wayne M. Joseph, Superintendent

Norm Enfield, Ed.D., Deputy Superintendent

Sandra H. Chen, Assistant Superintendent, Business Services

Lea Fellows, Assistant Superintendent, Human Resources

Grace Park, Ed.D., Assistant Superintendent, CIIS

Gregory J. Stachura, Asst. Supt., Facilities, Planning, & Operations

2. Public Comment on Closed Session Items

None.

3. Closed Session

President Feix adjourned to closed session at 3:45 p.m. regarding conference with legal counsel existing and anticipated litigation; conference with labor negotiators (A.C.T. and CSEA); public employee discipline/dismissal/release; public employee appointment: Coordinator, Information Services, and Coordinator, Behavior Intervention; and conference with labor negotiators agency designated representatives: unrepresented employee: new Superintendent Dr. Norm Enfield.

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

1. Report Closed Session Action

President Feix reconvened the regular meeting of the Board of Education at 7:00 p.m. The Board met in closed session from 3:45 p.m. to 6:31 p.m. regarding conference with legal counsel existing and anticipated litigation; conference with labor negotiators (A.C.T. and CSEA); public employee discipline/dismissal/release; public employee appointment: Coordinator,

Information Services, and Coordinator, Behavior Intervention; and conference with labor negotiators agency designated representatives: unrepresented employee: new Superintendent Dr. Norm Enfield. The Board appointed Lori Anderson as Coordinator of Information Services effective January 29, 2018, by a unanimous vote of 5-0 with Cruz, Blair, Na, Orozco, and Feix voting yes; and by a unanimous vote of 5-0 with Cruz, Blair, Na, Orozco, and Feix voting yes to accept the Resignation Agreement and General Release between the District and certificated employee 7848 effective June 30, 2018. No further action was taken that required public disclosure.

2. Pledge of Allegiance

Ryan Anguiano, Borba ES 6th grade student, led the Pledge of Allegiance.

I.C. STUDENT SHOWCASE/PRESENTATIONS

1. Borba ES

Music teacher Doug Jones led Borba ES 6th grade students in an instrumental performance.

2. Boys Republic HS

Principal Carl Hampton introduced Boys Republic HS Chef Kevin Brown who addressed the Board regarding the work he does with students in the bakery program.

3. LCAP: College and Career Indicator

Dr. Grace Park, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support; and Dr. Julian Rodriguez, Director, Secondary Curriculum and Instruction, provided the report.

I.D. COMMENTS FROM STUDENT REPRESENTATIVE

Jonah Botello reported on the Student Advisory Council's January 11, 2018 meeting, and said students will be doing work on the LCAP.

I.E. EMPLOYEE REPRESENTATIVES' COMMUNICATIONS

Steve Ball, A.C.T. President, welcomed Danny Hernandez; said A.C.T. members voted for the ratification of the tentative agreement with a 94.8 % approval.

Danny Hernandez, CSEA President, introduced himself to the Board; said the Association unanimously ratified the contract; thanked Patti Newton and Denise Arroyo for accompanying an injured worker to the hospital via ambulance until the family could arrive.

I.F. COMMUNITY LIAISONS' COMMUNICATIONS

Art Bennett, Chino Hills City Council, congratulated President Feix on her appointment; commended the Borba ES student performance; spoke about the LCAP report; and extended new year's blessings.

Melissa Campani, Supervisor Curt Hagman's office, extended an invitation to *Coffee with Curt* scheduled for February 3, 2018, 8:00 a.m. at the Chino Hills Community Center.

Kevin Cisneros, Chino Community Services, updated the Board on its activities.

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

None.

I.H. CHANGES AND DELETIONS

The following change was read into the record: Facilities, Planning, and Operations, Item III.D.2., Agreement for Contractor/Consultant Services, was yellow-sheeted.

II. INFORMATION

II.A. BUSINESS SERVICES**II.A.1. 2016/2017 Independent Auditor's Annual Financial Audit Report**

Received for information the 2016/2017 Independent Auditor's Annual Financial Audit Report. Shilo Gorospe, Vavrinek, Trine, Day, and Company presented the audit report.

II.B. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT**II.B.1. Revision of Board Policy 6153 Instruction—School-Sponsored Trips**

Received for information the revision of Board Policy 6153 Instruction—School-Sponsored Trips.

II.B.2. Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for October Through December 2017

Received for information the Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for October through December 2017.

II.C. FACILITIES, PLANNING, AND OPERATIONS**II.C.1. Measure G Financial/Performance Audit Report**

Received for information the Measure G Financial/Performance Audit Report. Shilo Gorospe, Vavrinek, Trine, Day, and Company presented the audit report.

III. CONSENT

Irene Hernandez-Blair pulled for separate action item III.C.2. Moved (Na) seconded (Orozco) carried unanimously (5-0) to approve the consent items, as amended. Student representative voted yes.

III.A. ADMINISTRATION**III.A.1. Minutes of the Organizational Meeting of December 14, 2017, and Special Meeting of January 8, 2018**

Approved the minutes of the organizational meeting of December 14, 2017, and special meeting of January 8, 2018.

III.B. BUSINESS SERVICES**III.B.1. Warrant Register**

Approved/ratified the warrant register.

III.B.2. Fundraising Activities

Approved/ratify the fundraising activities.

III.B.3. Donations

Accepted the donations.

III.B.4. Legal Services

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

III.B.5. Signature Authorizations for Chino Valley Unified School District

Approved the signature authorizations for Chino Valley Unified School District.

III.C. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT

III.C.1. School Sponsored Trips

Approved/ratified the following school-sponsored trips: Cattle ES; Liberty ES; Newman ES; Cal Aero K-8; Ramona JHS; Chino Hills HS; and Don Lugo HS.

III.C.2. Resolution 2017/2018-36 to Recognize February as Career and Technical Education Month

Moved (Blair) seconded (Na) carried unanimously (5-0) to adopt Resolution 2017/2018-36 to recognize February as Career and Technical Education Month.

III.C.3. Chino Valley Unified School District School 2017/2018 Accountability Report Card

Approved the Chino Valley Unified School District 2017/2018 School Accountability Report Card.

III.D. FACILITIES, PLANNING, AND OPERATIONS

III.D.1. Purchase Order Register

Approved/ratified the purchase order register.

III.D.2. Agreements for Contract/Consultant Services

Approved/ratified the Agreements for Contractor/Consultant Services.

III.D.3. Surplus/Obsolete Property

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

III.D.4. Resolution 2017/2018-35 for Authorization to Utilize Piggyback Contract

Adopted Resolution 2017/2018-35 for authorization to utilize piggyback contract.

III.D.5. Notice of Completion for CUPCCAA Bid 17-18-05I, Asphalt Repair at Ayala HS

Approved the Notice of Completion for CUPCCAA Bid 17-18-05I, Asphalt Repair at Ayala HS.

III.D.6. Approval of Payment to Elite Modular Leasing and Sales, Inc., Under Threat of Potential Litigation or Disputed Claim

Approved payment to Elite Modular Leasing and Sales, Inc., under the threat of potential litigation or disputed claim.

III.D.7. Selection of Citizens' Advisory Committee Members for the Naming of Facilities

Approved the Selection of Citizens' Advisory Committee Members for the Naming of Facilities: Art Bennett, Carol Cole, and Don Bridge.

III.E. HUMAN RESOURCES

III.E.1. Certificated/Classified Personnel Items

Approved/ratified the certificated/classified personnel items.

III.E.2. New Job Description for Lead Nurse

Approved the new job description of Lead Nurse, and authorized the creation of the Lead Nurse position.

III.E.3. Clinical Affiliation Agreement with California State University, Fullerton

Approved the clinical affiliation agreement with California State University, Fullerton.

IV. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

Sylvia Orozco acknowledged retirees on the agenda; requested a presentation on Measure G bond regarding where the money has been spent and what is scheduled for the future.

Andrew Cruz spoke about the Williams settlement legislation reporting no complaints; said he inquired of In-N-Out Burgers' efforts regarding human trafficking and spoke about President Trumps' January 18, 2018 proclamation regarding the Human Trafficking Prevention month; and wished District employee John Melo a happy birthday.

Irene Hernandez-Blair asked if there would be a follow-up regarding ASB related audit findings for all four high schools; spoke about the recent inactivation of apps used by students and teachers and said she hopes that in the future better communication can be given; expressed concerns regarding funding STEAM programs at the schools and said she would like to have discussions about it; thanked Superintendent Joseph and Risk Management for placing the WeTip link on the District website, but would like to see it placed more visibly.

James Na visited schools during the week and asked kids what they do for a living; spoke about his experiences during the visits; thanked Councilman Art Bennett and Keven Cisneros for supporting students; and said he attended the funeral of student Saul Martinez, 17-year-old Chino HS student, and read a few lines from a note he wrote.

Superintendent Joseph said that kindergarten registration for the 2018/2019 school year begins this month through spring; and said that Dr. Enfield has been working on a user-friendly District website.

President Feix attended the Canyon Hills JHS robotics competition on Saturday; and closed the meeting in memory of former Buena Vista HS principal Donald Bremmer.

V. ADJOURNMENT

President Feix adjourned the regular meeting of the Board of Education at 8:40 p.m.

Pamela Feix, President

Irene Hernandez-Blair, Clerk

Recorded by: Patricia Kaylor, Administrative Secretary, Board of Education

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 1, 2018
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

\$1,763,297.32 to all District funding sources.

WMJ:SHC:LP:wc

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: February 1, 2018

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
February 1, 2018

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Cattle ES</u>		
ASB - Leadership	Valentine Gram Sale	2/5/18 - 2/9/18
PFA	Color Run/Jog-A-Thon Donation Drive	2/7/18 - 3/23/18
<u>Dickson ES</u>		
PTA	Valentine Gram Sale	2/2/18 - 2/9/18
PTA	Off Campus Popcorn Sale	2/26/18 - 3/9/18
PTA	End of Year Dance Refreshment Sale	5/11/18
<u>Hidden Trails ES</u>		
PTA	Dinner/Refreshment Sale at Family Night	2/6/18
PTA	Read-A-Thon	2/12/18 - 2/16/18
PTA	Off Campus See's Candy Sale	3/7/18 - 3/21/18
<u>Liberty ES</u>		
ASB - 5th Grade	Fitness Challenge Donation Drive	3/2/18
<u>Litel ES</u>		
ASB - 3rd Grade	Donation Drive	2/2/18 - 2/8/18
<u>Marshall ES</u>		
ASB- 5th Grade	Valentine Gram Sale	2/13/18 - 2/14/18
ASB- General	Jog-A-Thon Donation Drive	3/12/18 - 3/23/18
<u>Rolling Ridge ES</u>		
PTA	Chick-fil-A Family Dine Out	2/21/18
<u>Briggs K-8</u>		
PFA	Penny Donation Drive	2/5/18 - 2/9/18
PFA	Val-O-Gram Sale	2/7/18 - 2/9/18
ASB - Honor Society	Active Sock Sale	3/16/18

CHINO VALLEY UNIFIED SCHOOL DISTRICT
February 1, 2018

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Cal Aero K-8</u>		
ASB - 5th Grade	Off Campus Candy Sale	2/2/18 - 3/2/18
<u>Townsend JHS</u>		
Music Boosters	Off Campus Coffee Bag Sale	2/2/18 - 3/30/18
East Coast Travel Club	Off Campus Candy Sale	4/9/18 - 5/12/18
<u>Woodcrest JHS</u>		
Music Boosters	Off Campus Coffee Bag Sale	2/5/18 - 2/19/18
<u>Ayala HS</u>		
BAC Boosters	Off Campus Candle Sale	2/2/18 - 2/15/18
Dance Production	Dancing With Staff Concert Ticket Sale	2/5/18 - 2/13/18
Dance Production	Jr. Dance Camp Ticket Sale	2/5/18 - 4/21/18
BAC Boosters	Chipotle Take-Out-Tuesday Night	2/6/18
Make-A- Wish Club	Caked L.A. Fundraiser Day	2/6/18
Football Boosters	Cash4Shooz Donation Drive	2/12/18 - 2/16/18
Choral Boosters	Reign Game Ticket Sale	2/13/18
Earth Club	Chipotle Take-Out-Tuesday Night	2/13/18
Dance Production	Dancing With Staff Concert Snack Bar	2/13/18
FCCLA	After School Fluff Ice Sale	2/16/18
Choral Boosters	Off Campus Candy Sale	2/16/18 - 2/28/18
Choral Boosters	Applebee's Pancake Breakfast	2/17/18
Grad Night 2019 Boosters	Chick-fil-A Family Night Out	2/20/18
Girls Golf Club Boosters	Chick-fil-A Family Night Out	2/27/18
Dance Production	Dance Program Advertisement Sale	3/5/18 - 3/30/18
Football Boosters	Youth Football Camp	3/5/18 - 5/14/18
Girl Up Club	Chipotle Family Night Out	3/6/18
Grad Night 2019 Boosters	Applebee's Pancake Breakfast	3/25/18
<u>Chino HS</u>		
Boys Tennis Boosters	SnapRaise Donation/Sponsor Drive	2/2/18 - 2/16/18
Boys Soccer Boosters	Spaghetti Dinner	2/6/18
Make-A-Wish Club	Off Campus Cookie Sale	3/19/18 - 3/23/18
Link Crew Club	Off Campus Cookie Sale	3/19/18 - 3/23/18

CHINO VALLEY UNIFIED SCHOOL DISTRICT
February 1, 2018

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Chino Hills HS</u>		
Yearbook Club	Senior Yearbook Video Message Sale	2/3/18 - 4/30/18
Spirit Leader Boosters	Project Pie Dine Out Day	2/7/18
Theater Club	Winter Musical Ticket Sale	2/8/18 - 2/17/18
Boys Soccer Team	Chino Hills Pizza Company Dine Out Day	2/13/18
<u>Don Lugo HS</u>		
Band Boosters	Jog-A-Thon	2/3/18
Spirit Boosters	Cell Phone Tab Sale	2/12/18 - 2/22/18
FFA	Off Campus Cookie Dough Sale	2/19/18 - 2/23/18
Football Boosters	Tahoe Joe's Family Night Out	2/21/18
Hearts & Heroes Club	Off Campus Candy Sale	3/1/18 - 3/15/18
Spirit Boosters	Tahoe Joe's Family Night Out	3/21/18
All Sports Boosters	Lugo Comedy Night	4/21/18

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 1, 2018
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
February 1, 2018

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<u>HOPE Program</u>		
Akemi Clauson	Gift Cards	\$300.00
<u>Dickson ES</u>		
Sam's Club	Cash	\$50.00
Box Tops for Education	Cash	\$243.00
<u>Eagle Canyon ES</u>		
Your Cause	Cash	\$200.00
<u>Wickman ES</u>		
Wickman PTO	Cash	\$7,000.00
<u>Ramona JHS</u>		
L.A. Museum of the Holocaust	Cash	\$550.00
<u>Townsend JHS</u>		
Wells Fargo Foundation	Cash	\$25.00
<u>Ayala HS</u>		
Allen P. McCombs	Scholarship Donation in memory of Gretchen McCombs	\$2,000.00
<u>Buena Vista HS</u>		
Allen P. McCombs	Scholarship Donation in memory of Gretchen McCombs	\$2,000.00
<u>Chino HS</u>		
Capital Group Charitable Foundation	Cash	\$1,000.00

CHINO VALLEY UNIFIED SCHOOL DISTRICT
February 1, 2018

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<u>Chino HS</u> (cont.)		
Allen P. McCombs	Scholarship Donation in memory of Gretchen McCombs	\$2,000.00
<u>Chino Hills HS</u>		
Capital Group Charitable Foundation	Cash	\$34.00
Allen P. McCombs	Scholarship Donation in memory of Gretchen McCombs	\$2,000.00
<u>Don Lugo HS</u>		
John & Moneque Melendez	Cash	\$20.00
John A. Sierra	Cash	\$20.00
Dawn A. Hernandez	Cash	\$50.00
Nikki Busch	Cash	\$60.00
Elena Hernandez	Cash	\$100.00
Donna Louise Leonard	Cash	\$100.00
Kimberly Cabrera	Cash	\$118.00
Kiwanis Club of Chino	Cash	\$200.00
Agustin Thomas	Cash	\$250.00
Chipotle	Cash	\$349.00
Allen P. McCombs	Scholarship Donation in memory of Gretchen McCombs	\$2,000.00

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

DATE: February 1, 2018

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: LEGAL SERVICES

=====

BACKGROUND

The following law firms provide services to the Chino Valley Unified School District and have submitted their invoices. The current invoice amounts, along with the fiscal year-to-date totals for each individual law firm, are listed below.

FIRM	MONTH	INVOICE AMOUNTS	2017/2018 YEAR-TO-DATE
Atkinson, Andelson, Loya, Ruud & Romo	November 2017	\$ 25,526.12	\$103,942.03
Margaret A. Chidester & Associates	November 2017	\$120,708.92	\$578,960.64
McCune & Harber, LLP	-	-	\$ 45.00
Parker & Covert LLP	-	-	\$ 247.50
	Total	\$146,235.04	\$683,195.17

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

RECOMMENDATION

It is recommended the Board of Education approve payment for legal services to the law offices of Atkinson, Andelson, Loya, Ruud & Romo; and Margaret A. Chidester & Associates.

FISCAL IMPACT

\$146,235.04 to the General Fund.

WMJ:SHC:LP:wc

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
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DATE: February 1, 2018
TO: Members, Board of Education
FROM: Wayne M. Joseph, Superintendent
PREPARED BY: Norm Enfield, Ed.D., Deputy Superintendent
Stephanie Johnson, Director, Student Support Services
SUBJECT: STUDENT EXPULSION CASE 17/18-06

=====

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 student expulsion case 17/18-06.

FISCAL IMPACT

None.

WMJ:NE:SJ:ss

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 1, 2018

TO: Members, Board of Education

FROM: Wayne M. Joseph, Superintendent

PREPARED BY: Grace Park, Ed.D., Assistant Superintendent, Curriculum, Instruction, Innovation, and Support

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. School sponsored 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 for:

School-Sponsored Trips	Date	Fiscal Impact
Site: Ayala HS Event: Band and Color Guard - Winter Guard International Power Regional Competition Place: San Diego, CA Chaperone: 31 students/4 chaperones	March 23-25, 2018	Cost: \$309.00 per student Funding Source: Parents and fundraising
Site: Ayala HS Event: California Association of Student Leaders State Leadership Conference Place: Ontario, CA Chaperone: 31 students/2 chaperones	April 7-9, 2018	Cost: \$375.00 per student Funding Source: Parents and fundraising

Site: Ayala HS Event: Band and Color Guard - Winter Guard International World Championships Place: Dayton, OH Chaperone: 31 students/4 chaperones	April 10-16, 2018	Cost: \$1,250.00 per student Funding Source: Parents and fundraising
Site: Chino Hills HS Event: Girls Wrestling Team - 2018 California Interscholastic Federation State Championship Place: Visalia, CA Chaperone: 3 students/2 chaperones	February 22-24, 2018	Cost: \$350.00 per student Funding Source: CIF
Site: Chino Hills HS Event: Digital Club - New York Trip Place: New York, NY Chaperone: 17 students/3 chaperones	March 21-25, 2018	Cost: \$1,499.00 per student Funding Source: Parents and fundraising
Site: Don Lugo HS Event: Northern California College Tour Place: Merced, CA Chaperone: 50 students/5 chaperones	March 11-14, 2018	Cost: \$350.00 per student Funding Source: Parents and fundraising
Site: Don Lugo HS Event: Dance Team - USA Nationals Place: Anaheim, CA Chaperone: 19 students/7 chaperones	March 30-31, 2018	Cost: \$200.00 per student Funding Source: Fundraising
Site: Don Lugo HS Event: Jazz Band - Reno Jazz Festival Place: Reno, NV Chaperone: 18 students/2 chaperones	April 26-29, 2018	Cost: \$300.00 per student Funding Source: Parents and fundraising

FISCAL IMPACT

None.

WMJ:GP:rtt

Chino Valley Unified School District

Our Motto:

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

DATE: February 1, 2018

TO: Members, Board of Education

FROM: Wayne M. Joseph, Superintendent

PREPARED BY: Grace Park, Ed.D., Assistant Superintendent, Curriculum, Instruction, Innovation, and Support

SUBJECT: REVISION OF BOARD POLICY 6153 INSTRUCTION – SCHOOL-SPONSORED TRIPS

=====

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 6153 Instruction – School-Sponsored Trips is being updated to reflect new law (AB 341, 2017) which eliminates the prohibition against the use of district funds to pay for the expenses of students participating in field trips or excursions to another state, to the District of Columbia, or to a foreign country. This item was presented to the Board of Education on January 18, 2018, 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 6153 Instruction – School-Sponsored Trips.

FISCAL IMPACT

None.

WMJ:GP:rtt

SCHOOL-SPONSORED TRIPS

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. A field trip to a foreign country may be permitted to familiarize students with the language, history, geography, natural science, and other studies relative to the District's course of study. (Education Code 35330)

(cf. 6143 - Courses of Study)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

Requests for school-sponsored trips involving out-of-state, out-of-country, or overnight travel shall be submitted to the Superintendent or designee. The Superintendent or designee shall review the request and make a recommendation to the Board as to whether the request should be approved by the Board. All other school-sponsored trips shall be approved in advance by the principal.

The principal shall establish a process for approving a staff member's request to conduct a school-sponsored trip. When planning trips, staff shall consider student safety, objectives of instruction, the most effective use of instructional time, the distance from school, District and student expense, and transportation and supervision requirements. Principals may exclude from the trip any student whose presence on the trip would pose a safety or disciplinary risk.

(cf. 3530 - Insurance Management)

(cf. 3541.1 - Transportation for School-Related Trips)

(cf. 5142 - Safety)

(cf. 5143 - Insurance)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

No field trip shall be authorized if any student would be excluded from participation because of a lack of sufficient funds. The Superintendent or designee shall coordinate with community groups to supply funds for students in need. (Education Code 35330)

(cf. 1230 - School-Connected Organizations)

(cf. 1321 - Solicitation of Funds from and by Students)

(cf. 1700 - Relations Between Private Industry and the Schools)

THE BOARD MAY APPROVE THE USE OF District funds ~~shall not be used to pay~~ FOR student expenses for IN-STATE, out-of-state or out-of-country field trips or excursions WHEN PERMITTED BY LAW. ~~However~~ IN ADDITION, expenses of instructors, chaperones, and other personnel participating in such trips, as well as

SCHOOL-SPONSORED TRIPS (cont.)

incidental expenses for the use of District equipment during the trip, may be paid from District funds. (Education Code 35330)

Legal Reference:

EDUCATION CODE

8760 Authorization of outdoor science and conservation programs

32040-32044 First aid equipment: field trips

35330 Excursions and field trips

35331 Provision for medical or hospital service for pupils (on field trips)

35332 Transportation by chartered airline

35350 Transportation of students

44808 Liability when pupils not on school property

48908 Duties of pupils; authority of teachers

BUSINESS AND PROFESSIONS CODE

17550-17550.9 Sellers of travel

17552-17556.5 Educational travel organizations

Management Resources:

WEBSITES

American Red Cross: www.redcross.org

California Association of Directors of Activities: www.cada1.org

U.S. Department of Homeland Security: www.dhs.gov

Chino Valley Unified School District

Policy adopted: August 21, 1997

Revised: February 2, 2012

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 1, 2018

TO: Members, Board of Education

FROM: Wayne M. Joseph, Superintendent

PREPARED BY: Grace Park, Ed.D., Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
Julian Rodriguez, Ed.D., Director, Secondary Curriculum

SUBJECT: PROCLAMATION FOR NATIONAL SCHOOL COUNSELING WEEK, FEBRUARY 5-9, 2018

=====

BACKGROUND

National School Counseling Week, sponsored by the American School Counselor Association, will be celebrated from February 5-9, 2018, to focus public attention on the unique contribution professional school counselors provide within U.S. school systems. National School Counseling Week highlights the tremendous impact school counselors have in helping students achieve school success and plan for a career.

This special week provides recognition for school counselors who implement comprehensive school counseling programs.

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

RECOMMENDATION

It is recommended the Board of Education adopt the proclamation for National School Counseling Week, February 5-9, 2018.

FISCAL IMPACT

None.

WMJ:GP:JR:rtt

Chino Valley Unified School District
Proclamation
National School Counseling Week
February 5-9, 2018

WHEREAS, school counselors are employed in public and private schools to help students reach their full potential;

WHEREAS, school counselors are actively committed to helping students explore their abilities, strengths, interests, and talents as these traits relate to career awareness and development;

WHEREAS, school counselors help parents focus on ways to further the educational, personal, and social growth of their children;

WHEREAS, school counselors work with teachers and other educators to help students explore their potential and set realistic goals for themselves;

WHEREAS, school counselors seek to identify and utilize community resources that can enhance and complement comprehensive school counseling programs and help students become productive members of society; and

WHEREAS, comprehensive developmental school counseling programs are considered an integral part of the educational process that enables all students to achieve success in school.

NOW, THEREFORE, BE IT RESOLVED the Board of Education of the Chino Valley Unified School District does hereby proclaim February 5-9, 2018, as National School Counseling Week.

Wayne M. Joseph, Superintendent
Secretary, Board of Education

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
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DATE: February 1, 2018

TO: Members, Board of Education

FROM: Wayne M. Joseph, Superintendent

PREPARED BY: Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations
Anna G. Hamilton, Director, Purchasing

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

\$594,039.65 to all District funding sources.

WMJ:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 1, 2018

TO: Members, Board of Education

FROM: Wayne M. Joseph, Superintendent

PREPARED BY: Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations
Anna G. Hamilton, Director, Purchasing

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:AGH:pw

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-1718-110 Gobo LLC. To provide annual subscription for LCAP infographics. Submitted by: Curriculum, Instruction, Innovation, and Support Duration of Agreement: February 2, 2018 – June 30, 2018	Contract amount: \$3,990.00 Funding source: LCAP
CIIS-1718-111 Optiv. To provide annual support for Virtual Machine (VM) analyzer. Submitted by: Technology Duration of Agreement: January 31, 2018 – January 30, 2019	Contract amount: \$1,777.00 Funding source: General Fund
CIIS-1718-112 SHI. To provide KACE annual systems management appliance maintenance. Submitted by: Technology Duration of Agreement: January 31, 2018 – January 30, 2019	Contract amount: \$16,613.00 Funding source: General Fund
CIIS-1718-113 Aeries Software Inc. To provide professional development for master scheduling Submitted by: Technology Duration of Agreement: February 2, 2018 – June 30, 2018	Contract amount: \$3,600.00 Funding source: General Fund

FACILITIES, PLANNING, AND OPERATIONS	FISCAL IMPACT
F-1718-019 Brandon Petrino & Associates. To provide landscape architectural services. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: February 2, 2018 – June 30, 2019	Contract amount: \$33,300.00 Funding source: Capital Facilities
F-1718-020 Transfinder. To provide annual technical support and upgrade for student transportation management system. Submitted by: Transportation Duration of Agreement: February 28, 2018 – February 28, 2019	Contract amount: \$7,850.00 Funding source: General Fund

MASTER CONTRACTS	FISCAL IMPACT
MC-1718-047 National Alliance for Youth Development dba Motivational Media Assemblies. To provide Live Out Loud assembly Submitted by: Briggs K-8 Duration of Agreement: February 2, 2018 – June 30, 2021	Contract amount: Per rate sheet Funding source: Various

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: February 1, 2018

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**

February 1, 2018

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer	Mac	23104	Chaparral ES
Computer	Mac	23031	Chaparral ES
Computer	Mac	23107	Chaparral ES
Computer	Mac	23131	Chaparral ES
Computer	Mac	23106	Chaparral ES
Computer	Mac	23038	Chaparral ES
Computer	Mac	23017	Chaparral ES
Computer	Mac	23037	Chaparral ES
Overhead Projector	ELMO HPL3550E	60275	Chino Hills HS
DVD Player	Yamakawa	PABC224301426	Chino Hills HS
Computer Tower	Dell Optiplex 745	24112	Chino Hills HS
Compact Disc	Califone	LI 46075	Chino Hills HS
Compact Disc	Panasonic	WS2HJC007914	Chino Hills HS
Compact Disc	Panasonic	WQ1BA003194	Chino Hills HS
Computer Tower	Custom Built Solutions	16472	Chino Hills HS
Carts (2)			Chino Hills HS
Overhead Projector	ELMO HP	602839	Chino Hills HS
Overhead Projector	ELMO HP	602875	Chino Hills HS
Overhead Projector	3M 1700		Chino Hills HS
Projector	Epson S1-PowerLite	20720	Chino Hills HS
DVD Player	Daewoo	108320003061	Chino Hills HS
DVD Player	Daewoo	DE136076597	Chino Hills HS
DVD Player	Daewoo	DE136085242	Chino Hills HS
DVD Player	Daewoo	DE136085211	Chino Hills HS
DVD Player	Daewoo	DE136085275	Chino Hills HS
DVD Player	Daewoo	DE136078029	Chino Hills HS
VCR	Samsung	6VBT902732P	Chino Hills HS
Cassette Recorder	School Smart	DC 755541	Chino Hills HS
Printer	HP Laser Jet 4200n	USDNP 19361	Chino Hills HS
CD Player	Panasonic	12612	Chino Hills HS
Document Camera	Aver Media	36203	Chino Hills HS
Document Camera	Aver Media	36214	Chino Hills HS
Document Camera	Aver Media	36233	Chino Hills HS
Document Camera	Aver Media	36296	Chino Hills HS
Projector	Epson	29117	Chino Hills HS
Projector	Epson	29166	Chino Hills HS
Projector	PowerLite	29123	Chino Hills HS
Copier	Xerox	20562	Chino Hills HS

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Copier	HP LaserJet 4200n	104-DCI 104P-LIB-03	Chino Hills HS
Projector	Epson S1	20721	Chino Hills HS
Projector	Epson S1	20719	Chino Hills HS
Projector	Epson S1	20752	Chino Hills HS
Projector	Epson S1	18834	Chino Hills HS
Projector	Epson X27	45897	Chino Hills HS
Projector	Epson S1	18835	Chino Hills HS
Projector	Epson S1	18833	Chino Hills HS
Projector	Epson S1	20751	Chino Hills HS
Projector	Epson S1	20720	Chino Hills HS
Projector	Epson S1	20721	Chino Hills HS
Projector	Epson S1	20754	Chino Hills HS
Projector	Epson PowerLite 93	38508	Chino Hills HS
Projector	Epson PowerLite 93	38536	Chino Hills HS
Projector	Epson PowerLite 93	38504	Chino Hills HS
Projector	Epson PowerLite 93	38504	Chino Hills HS
Projector	Epson PowerLite 93	38534	Chino Hills HS
Projector	Epson PowerLite 93	38509	Chino Hills HS
Projector	Epson PowerLite 93	38502	Chino Hills HS
Projector	Epson PowerLite 93	38551	Chino Hills HS
Projector	Epson PowerLite 83C	25527	Chino Hills HS
Projector	Epson S5	26544	Chino Hills HS
Projector	Epson S6	29118	Chino Hills HS
Projector	Epson S6	27090	Chino Hills HS
Projector	Epson S5	27098	Chino Hills HS
Projector	PowerLite 93+	18948	Chino Hills HS
Projector	Epson S6	29168	Chino Hills HS
Projector	Epson S6	29165	Chino Hills HS
Document Camera	Aver Media	32422	Chino Hills HS
Projector	Epson	29122	Chino Hills HS
Monitor	View Sonic G70fm	234032350211	Chino Hills HS
Monitor	View Sonic E70f	218013053841	Chino Hills HS
Overhead Projector	3M 1780	170018709	Chino Hills HS

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 1, 2018

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

=====

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.

CUPCCAA Project	Project Description	Contractor	Original Quotation	Change Order	Total	Funding Source
CC2017-37	Nutrition Services Office Renovation	Angelo Construction	\$60,212.00	\$5,505.00	\$65,717.00	01
CC2018-03	ADA Restroom at Anna Borba ES	J2 Builders	\$32,575.00	\$3,200.00	\$35,775.00	25

Documentation indicating satisfactory completion and compliance with specifications has been obtained from school site administrators; James Costa, Construction Coordinator; and Martin Silveira, Director, Maintenance, Operations, and Construction.

Staff recommends approval of the Notice of Completion for this project.

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

\$65,717.00 to General Fund 01.

\$35,775.00 to Capital Facilities Fund 25.

WMJ:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 1, 2018

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 and Operations

**SUBJECT: NOTICE OF COMPLETION FOR CUPCCAA BID 17-18-04,
WALNUT ES PLAYGROUND EQUIPMENT INSTALL**

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 project listed below:

On August 17, 2017, the Board of Education awarded CUPCCAA Bid 17-18-04, Walnut ES Playground Equipment Install to Single Source Construction. All contracted work was completed on January 11, 2018. Contract summary is provided below.

CUPCCAA Bid	Project Description	Contractor	Total Contract	Change Order	Total	5% Retention Amount	Funding Source
17-18-04	Walnut ES Playground Equipment Install	Single Source Construction	\$118,000.00	N/A	\$118,000.00	\$5,900.00	01 25

Documentation indicating satisfactory completion and compliance with specifications and project requirements has been obtained from the following individuals: school site administrators; James Costa, Construction Coordinator; and Martin Silveira, Director, Maintenance, Operations, and Construction.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

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 Bid 17-18-04, Walnut ES Playground Equipment Install.

FISCAL IMPACT

\$102,711.76 to Medi-Cal Fund 01.
\$15,288.24 to RDA Fund 25.

WMJ:GJS:MS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: February 1, 2018

TO: Members, Board of Education

FROM: Wayne M. Joseph, Superintendent

PREPARED BY: Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations
Anna G. Hamilton, Director, Purchasing

**SUBJECT: RESOLUTION 2017/2018-37 AND 2017/2018-38 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 resolution to provide authorization for the District to participate by piggyback in contracts as itemized below:

Resolution	Contract	Contractor	Description	Term
2017/2018-37	California Participating Addendum No. 7-15-70-34-007	Lenovo Inc.	Lenovo Computer Equipment: Band 1-Desktop Band 2-Laptop Band 3-Tablet Band 4- Server Band 5-Storage	4/15/2015-3/31/2020

Resolution	Contract	Contractor	Description	Term
2017/2018-38	State of California Multiple Awards Schedule (CMAS) 3-17-70-0876ap	Vector Resources, Inc.	Information Technology Goods and Services Manufacturers: Berk-Tek, Commscope, Corning, Communications Supply Corp., General Cable, Hitachi, Leviton, Ortronics, Panduit, Sumitomo, Wiremold, Wire- Cable (various)	12/14/2017-7/26/2022

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2017/2018-37 and 2017/2018-38 for authorization to utilize piggyback contracts.

FISCAL IMPACT

Unknown.

WMJ:GJS:AGH:pw

**Chino Valley Unified School District
Resolution 2017/2018-37
Authorization to Utilize the California Participating Addendum No. 7-15-70-34-007
With Lenovo Inc.
to Purchase Lenovo Computer Equipment: Band 1-Desktop, Band 2-Laptop, Band
3-Tablet, Band 4-Server, and Band 5-Storage
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 Lenovo Computer Equipment: Band 1-Desktop, Band 2-Laptop, Band 3-Tablet, Band 4-Server, and Band 5-Storage for the District;

WHEREAS, California Participating Addendum currently has a piggyback contract, Contract No. 7-15-70-34-007, in accordance with Public Contract Code 20118 with Lenovo Inc. 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 Lenovo Computer Equipment: Band 1-Desktop, Band 2-Laptop, Band 3-Tablet, Band 4-Server, and Band 5-Storage through the piggyback contract procured by the California Participating Addendum Contract No. 7-15-70-34-007.

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 Lenovo Computer Equipment: Band 1-Desktop, Band 2-Laptop, Band 3-Tablet, Band 4-Server, and Band 5-Storage through the piggyback contract originally procured by the California Participating Addendum Contract No. 7-15-70-34-007 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 Lenovo Computer Equipment: Band 1-Desktop, Band 2-Laptop, Band 3-Tablet, Band 4-Server, and Band 5-Storage in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the California Participating Addendum Contract No. 7-15-70-34-007.

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 April 15, 2015, for the term ending March 31, 2020.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 1st day of February 2018 by the following vote:

Blair	_____
Cruz	_____
Feix	_____
Na	_____
Orozco	_____

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 2017/2018-38
Authorization to Utilize the State of California Multiple Awards Schedule (CMAS)
Contract 3-17-70-0876ap With Vector Resources, Inc.
to Purchase Information Technology Goods and Services Manufacturers:
Berk-Tek, Commscope, Corning, Communications Supply Corp., General Cable,
Hitachi, Leviton, Ortronics, Panduit, Sumitomo, Wiremold, Wire-Cable (Various)
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 information technology goods and services manufacturers: Berk-Tek, Commscope, Corning, Communications Supply Corp., General Cable, Hitachi, Leviton, Ortronics, Panduit, Sumitomo, Wiremold, Wire-Cable (various) for the District;

WHEREAS, CMAS currently has a piggyback contract, Contract 3-17-70-0876ap, in accordance with Public Contract Code 20118 with Vector Resources, Inc. 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 information technology goods and services manufacturers: Berk-Tek, Commscope, Corning, Communications Supply Corp., General Cable, Hitachi, Leviton, Ortronics, Panduit, Sumitomo, Wiremold, Wire-Cable (various) through the piggyback contract procured by the CMAS Contract 3-17-70-0876ap.

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 information technology goods and services manufacturers: Berk-Tek, Commscope, Corning, Communications Supply Corp., General Cable, Hitachi, Leviton, Ortronics, Panduit, Sumitomo, Wiremold, Wire-Cable (various) through the piggyback contract originally procured by the CMAS Contract 3-17-70-0876ap 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 information technology goods and services manufacturers: Berk-Tek, Commscope, Corning, Communications Supply Corp., General Cable, Hitachi, Leviton, Ortronics, Panduit, Sumitomo, Wiremold, Wire-Cable (various) in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the CMAS Contract 3-17-70-0876ap.

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 December 14, 2017, for the term ending July 26, 2022.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 1st day of February 2018 by the following vote:

Blair	_____
Cruz	_____
Feix	_____
Na	_____
Orozco	_____

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: February 1, 2018

TO: Members, Board of Education

FROM: Wayne M. Joseph, Superintendent

PREPARED BY: Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations
Anna G Hamilton, Director, Purchasing

**SUBJECT: APPROVAL OF GEOTECHNICAL INSPECTION FIRMS UNDER
REQUEST FOR QUALIFICATIONS 17-18-03, GEOTECHNICAL,
SOILS TESTING, AND SPECIAL INSPECTION SERVICES**

=====

BACKGROUND

The Office of Public School Construction requires contracts for geotechnical, soils, and special inspection services be obtained pursuant to a competitive process consistent with the requirements of Chapter 10, Section 4525 of the Government Code. October 18, 2017, the District issued a Request for Qualifications to seek qualified geotechnical inspection firms for new construction, modernization, and campus expansion projects. Nine (9) firms were solicited and nineteen (19) firms submitted their qualifications for consideration.

The review and evaluation panel consisted of three members of the District's Facilities Planning and Operations Division. The review and evaluation of qualifications was based on the following criteria:

- California K-14 school district experience
- The ability to provide high quality services in a cost-effective manner
- Firm's overall capability, stability, and available resources
- The ability to complete tasks within a timely and efficient manner
- The ability to deliver projects within budget and on time
- References

Based on these criteria, it is recommended that the following firms be approved for geotechnical, soils testing, and special inspection services on an as needed, project-by-project basis as projects develop:

John R. Byerly Inc.
Kleinfelder
Koury Engineering & Testing, Inc.
Leighton Consulting Inc.
RMA Group

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

RECOMMENDATION

It is recommended the Board of Education authorize staff to enter into agreements with John R. Byerly Inc.; Kleinfelder; Koury Engineering & Testing, Inc.; Leighton Consulting Inc.; and RMA Group on an as needed, project-by project basis as projects develop for geotechnical, soils testing, and special inspection services under Request for Qualifications 17-18-03, Geotechnical, Soils Testing, and Special Inspection Services.

FISCAL IMPACT

To be determined.

WMJ:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: February 1, 2018

TO: Members, Board of Education

FROM: Wayne M. Joseph, Superintendent

PREPARED BY: Lea Fellows, Assistant Superintendent, Human Resources
Suzanne Hernandez, Ed.D., Director, Human Resources
Richard Rideout, Director, Human Resources

SUBJECT: CERTIFICATED/CLASSIFIED PERSONNEL ITEMS

=====

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:LF:SH:RR:mcm

CERTIFICATED PERSONNEL

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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CERTIFICATED MANAGEMENT PERSONNEL FOR THE 2017/2018 SCHOOL YEAR**RESIGNATION**

SANCHEZ, Emma	Psychologist	Special Education	02/02/2018
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CERTIFICATED PERSONNEL FOR THE 2017/2018 SCHOOL YEAR**LEAVE OF ABSENCE**

PITTMAN, Anthony	Secondary Teacher	Ayala HS	01/28/2018 through 06/30/2018
REAMS, Robert	Special Education Teacher	Ayala HS	02/01/2018 through 06/30/2018

RETIREMENT

BYER, Karen (30 years of service)	Elementary Teacher	Borba ES	06/02/2018
WHARTON, Terry (37 years of service)	Elementary Teacher	Country Springs ES	06/02/2018
BERG, Kimberly (40 years of service)	Intervention Teacher	Liberty ES	02/09/2018

RESIGNATION

ADAMS-SINCLAIR, Teresia	Special Education Teacher	Ramona JHS	06/01/2018
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APPOINTMENT – EXTRA DUTY

WILSON, Zachary	Band (B)	Townsend JHS	02/02/2018
AMELUXEN, John	Softball (GF)	Ayala HS	02/02/2018
CAMPBELL, Amy	Softball (GF)	Ayala HS	02/02/2018
DE GUZMAN, Enrico (NBM)	Boys Tennis (GF)	Ayala HS	02/02/2018
DIMARCO, Tonino (NBM)	Track & Field (GF)	Ayala HS	02/02/2018
DUNHAM, Emily (NBM)	Track & Field (B)	Ayala HS	02/02/2018
DUNHAM, Wesley (NBM)	Track & Field (B)	Ayala HS	02/02/2018
KLEIBACKER, Christian	Track & Field (GF)	Ayala HS	02/02/2018
NGUYEN, Vincent (NBM)	Boys Tennis (GF)	Ayala HS	02/02/2018
OSSO, Gabriel	Baseball (B)	Ayala HS	02/02/2018
PARKS, Ryan (NBM)	Track & Field (GF)	Ayala HS	02/02/2018
ULLMANN, Matthew	Track & Field (GF)	Ayala HS	02/02/2018
YOUNG, Wayne (NBM)	Softball (GF)	Ayala HS	02/02/2018

CERTIFICATED PERSONNEL (cont.)

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

HILL, Brittany	Softball (B)	Chino HS	02/02/2018
DUNBAR, Jake (NBM)	Baseball (B)	Chino Hills HS	02/02/2018
MAKOROW, Scott (NBM)	Baseball (B)	Don Lugo HS	02/02/2018
ZAMORA, Nestor (NBM)	Baseball (B)	Don Lugo HS	02/02/2018

TOTAL: \$24,030.00

APPOINTMENT – ELEMENTARY STIPENDS

HENSLEY, Kassondra	Debate Club	Country Springs ES	01/08/2018
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TOTAL: \$81.70

DELETE – ELEMENTARY STIPENDS

LANDGRAF, Krista	Debate Club	Country Springs ES	01/01/2018
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TOTAL: \$81.70

APPOINTMENT – EXTRA DUTY – DEPARTMENT CHAIR

KEUNING, Kristi	4-6 Grade Level Chair	Country Springs ES	01/08/2018
BUSS, Tracy	Odyssey of the Mind	Liberty ES	08/14/2017

TOTAL: \$415.15

DELETE – EXTRA DUTY – DEPARTMENT CHAIR

LANDGRAF, Krista	4-6 Grade Level Chair	Country Springs ES	01/01/2018
PITTMAN, Anthony	Dept. Chair Computer Science	Ayala HS	01/29/2018

TOTAL: \$1,213.75

APPOINTMENT – EXTRA DUTY – ACTIVITIES

SMITH, Eugene	Jr. High Science Fair Advisor	Woodcrest JHS	08/14/2017
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TOTAL: \$431.00

APPOINTMENT OF CERTIFICATED SUBSTITUTES EFFECTIVE JULY 1, 2017, THROUGH JUNE 30, 2018

DI GIOVANNI, Rudolph	VASQUEZ, Ernesto
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CLASSIFIED PERSONNEL

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

CONRARDY, Alexandria	Nutrition Services Asst. I (NS)	Chaparral ES	02/02/2018
JUAREZ, Sophia	Nutrition Services Asst. I (NS)	Briggs K-8	02/02/2018
CRUMP, Laura	IA/Special Ed./SH (SELPA/GF)	Chino HS	02/02/2018

PROMOTION

QUEVEDO, Lizette	FROM: Nutrition Services Asst. I (NS) 2 hrs./181 work days TO: Central Kitchen Asst. I (NS) 3.5 hrs./181 work days	Litel ES Townsend JHS	02/02/2018
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ADDITIONAL ASSIGNMENT

TORRICO, Mayra	School Community Liaison/Biling.-Spanish (C)	Dickey ES	02/02/2018
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INCREASE HOURS/DAYS

CHU, Betty	FROM: IA/Biling.-Bilit. Mandarin (ABG) 5 hrs./145 work days TO: IA/Biling.-Bilit. Mandarin (ABG) 8 hrs./180 work days	Adult School Adult School	02/02/2018
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RE-HIRE FROM 39 MONTH RE-EMPLOYMENT LIST

MOUW, Jacqueline	Bus Driver (GF)	Transportation	01/16/2018
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PLACED ON 39 MONTH RE-EMPLOYMENT LIST

WHITE, Jessa Rae	Bus Driver (GF)	Transportation	01/13/2018
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RESIGNATION

MAMORA, Aldrich	IA/Special Ed./SH (SELPA/GF)	Ayala HS	01/30/2018
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CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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RETIREMENT

FOX, Brenda (21 years of service)	Typist Clerk II (GF)	Butterfield Ranch ES	02/01/2018
MEYER, David (26 years of service)	Custodian II (GF)	Townsend JHS	02/01/2018
BIBLER, Stephen (17 years of service)	Network Technician (GF)	Technology	04/20/2018

APPOINTMENT OF SHORT TERM EMPLOYEES EFFECTIVE JANUARY 8, 2017, THROUGH MARCH 30, 2017

KENDRENA, Sandra	IA/Special Ed./SH	Chino Hills HS
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APPOINTMENT OF CLASSIFIED SUBSTITUTES EFFECTIVE JULY 1, 2017, THROUGH JUNE 30, 2018

LARA BECERRA, Michelle

(504) = Federal Law for Individuals with Handicaps
(ACE) = Ace Driving School
(ABG) = Adult Education Block Grant
(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

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DATE: February 1, 2018
TO: Members, Board of Education
FROM: Wayne M. Joseph, Superintendent
PREPARED BY: Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations
**SUBJECT: DELETION OF BOARD POLICY 3517 BUSINESS AND
NONINSTRUCTIONAL OPERATIONS–FACILITIES INSPECTION**

=====

BACKGROUND

Board policies, administrative regulations, and bylaws are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current practice.

Language formerly included in Board Policy 3517 Business and Noninstructional Operations – Facilities Inspection is now included in new Administrative Regulation 3517 Business and Noninstructional Operations – Facilities Inspection.

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 deletion of Board Policy 3517 Business and Noninstructional Operations – Facilities Inspection.

FISCAL IMPACT

None.

WMJ:GJS:pw

FACILITIES INSPECTION

~~The Board of Education recognizes that the condition of school facilities may have an impact on safety, student achievement, and employee morale and desires to provide school facilities that are safe, clean, and functional, as defined in Education Code 17002.~~

~~(cf. 0510 – School Accountability Report Card)
(cf. 1312.4 – Williams Uniform Complaint Procedures)
(cf. 3111 – Deferred Maintenance Funds)
(cf. 3514 – Environmental Safety)~~

~~The Superintendent or designee shall develop a facilities inspection and maintenance program to ensure that school facilities are maintained in good repair in accordance with law. At a minimum, the program shall analyze those facility conditions specified on the facilities inspection tool developed by the Office of Public School Construction, including the following:~~

- ~~1. Gas leaks: gas systems and pipes appear safe, functional, and free of leaks.~~
- ~~2. Mechanical systems: heating, ventilation, and air conditioning systems as applicable are functional and unobstructed.~~
- ~~3. Windows/doors/gates/fences (interior and exterior): conditions that pose a safety and/or security risk are not evident.~~
- ~~4. Interior surfaces (floors, ceilings, walls, and window casings): interior surfaces appear to be clean, safe, and functional.~~
- ~~5. Hazardous materials (interior and exterior): there does not appear to be evidence of hazardous materials that may pose a threat to students or staff.~~
- ~~6. Structural damage: there does not appear to be structural damage that could create hazardous or uninhabitable conditions.~~
- ~~7. Fire safety: the fire equipment and emergency systems appear to be functioning properly.~~
- ~~8. Electrical (interior and exterior): there is no evidence that any portion of the school has a power failure and electrical systems, components, and equipment appear to be working properly.~~
- ~~9. Pest/vermin infestation: pest or vermin infestation is not evident.~~
- ~~10. Drinking fountains (inside and outside): drinking fountains appear to be accessible and functioning as intended.~~

FACILITIES INSPECTION (cont.)

- ~~11. Restrooms: restrooms appear to be accessible during school hours, are clean, functional, and in compliance with Education Code 35292.5 (operational and supplied).~~
- ~~12. Sewers: sewer line stoppage is not evident.~~
- ~~13. Roofs (observed from the ground, inside/outside the building): roof system appears to be functioning properly.~~
- ~~14. Playground/school grounds: the playground equipment and school grounds appear to be clean, safe, and functional.~~
- ~~15. Overall cleanliness: school grounds, buildings, common areas, and individual rooms appear to be cleaned regularly.~~

~~The Superintendent or designee shall ensure that any necessary repairs identified during the inspection are made in a timely and expeditious manner. The Superintendent or designee shall provide the Board with regular reports regarding the District's facility inspection program and updates of any visits to District schools by the County Superintendent of Schools.~~

Legal Reference:EDUCATION CODE

1240 County Superintendent of Schools, duties

17002 Definitions

17070.10-17077.10 Leroy F. Greene School Facilities Act of 1998

17565-17591 Property maintenance and control, especially:

17584 Deferred maintenance

17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account

33126 School Accountability Report Card

35186 Williams Uniform Complaint Procedure

CODE OF REGULATIONS, TITLE 2

1859.300-1859.330 Emergency Repair Program

Management Resources:CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Williams Settlement and the Emergency Repair Program, Policy Brief, January 2008

COALITION OF ADEQUATE SCHOOL HOUSING PUBLICATIONS

Facility Inspection Tool Guidebook, February 2008

WEBSITESCalifornia School Boards Association: www.csba.orgCalifornia County Superintendents Educational Services Association: www.ccsesa.orgCalifornia Department of Education, Williams Case: www.cde.ca.gov/ee/cc/wc/index.aspCoalition of Adequate School Housing: www.cashnet.orgState Allocation Board, Office of Public School Construction: www.opsc.dgs.ca.gov**Chino Valley Unified School District**

Policy approved: October 18, 2012

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 1, 2018
TO: Members, Board of Education
FROM: Wayne M. Joseph, Superintendent
PREPARED BY: Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations
SUBJECT: **NEW ADMINISTRATIVE REGULATION 3517 BUSINESS AND
NONINSTRUCTIONAL OPERATIONS – FACILITIES INSPECTION**

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BACKGROUND

Board policies, administrative regulations, and bylaws are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current practice. New Administrative Regulation 3517 Business and Noninstructional Operations – Facilities Inspection is being created to reflect law regarding the conditions that must be inspected pursuant to the Office of Public School Construction’s facilities inspection tool. Regulation reflects new law (AB 10) which requires a school that serves any of grades 6-12 and is a high-poverty school, as defined, to stock 50 percent of its restrooms with feminine hygiene products and to make such products available free of charge to students. Regulation also adds recommendation for lead testing and describes the circumstances under which drinking water is required to be tested for lead, including a requirement of new law (AB 746) for testing of school buildings constructed before January 1, 2010.

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 new Administrative Regulation 3517 Business and Noninstructional Operations–Facilities Inspection.

FISCAL IMPACT

None.

WMJ:GJS:pw

FACILITIES INSPECTION

THE SUPERINTENDENT OR DESIGNEE SHALL INSPECT SCHOOL FACILITIES TO ENSURE THAT THEY ARE MAINTAINED IN GOOD REPAIR. AT A MINIMUM, HE/SHE SHALL ASSESS THOSE FACILITY CONDITIONS SPECIFIED ON THE FACILITIES INSPECTION TOOL DEVELOPED BY THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: (Education Code 17002, 35292.5)

1. GAS LEAKS: GAS SYSTEMS AND PIPES APPEAR AND SMELL SAFE, FUNCTIONAL, AND FREE OF LEAKS.
2. MECHANICAL SYSTEMS: HEATING, VENTILATION, AND AIR CONDITIONING SYSTEMS, AS APPLICABLE, ARE FUNCTIONAL AND UNOBSTRUCTED; APPEAR TO SUPPLY AN ADEQUATE AMOUNT OF AIR TO ALL CLASSROOMS, WORK SPACES, AND FACILITIES; AND MAINTAIN INTERIOR TEMPERATURES WITHIN NORMALLY ACCEPTABLE RANGES.
3. WINDOWS AND DOORS: WINDOWS AND DOORS ARE INTACT, FUNCTIONAL, AND OPEN, CLOSE, AND LOCK AS DESIGNED, UNLESS THERE IS A VALID REASON THEY SHOULD NOT FUNCTION AS DESIGNED.
4. FENCES AND GATES: FENCES AND GATES ARE INTACT, FUNCTIONAL, AND FREE OF HOLES AND OTHER CONDITIONS THAT COULD PRESENT A SAFETY HAZARD TO STUDENTS, STAFF, OR OTHERS. LOCKS AND OTHER SECURITY HARDWARE FUNCTION AS DESIGNED.
5. INTERIOR SURFACES (WALLS, FLOORS, CEILINGS): INTERIOR SURFACES ARE CLEAN, FREE OF SAFETY HAZARDS FROM TEARS, HOLES, MISSING FLOOR AND CEILING TILES, TORN CARPET, WATER DAMAGE, OR OTHER CAUSE. CEILING TILES ARE INTACT. SURFACES DISPLAY NO EVIDENCE OF MOLD OR MILDEW.
6. HAZARDOUS MATERIALS: HAZARDOUS AND FLAMMABLE MATERIALS ARE STORED PROPERLY. NO EVIDENCE OF PEELING, CHIPPING, OR CRACKING PAINT IS APPARENT. NO INDICATORS OF MOLD, MILDEW, OR ASBESTOS EXPOSURE ARE EVIDENT. THERE DOES NOT APPEAR TO BE EVIDENCE OF HAZARDOUS MATERIALS THAT MAY POSE A THREAT TO THE HEALTH AND SAFETY OF STUDENTS OR STAFF.

(cf. 3514 - Environmental Safety)

FACILITIES INSPECTION (cont.)

7. STRUCTURES: POSTS, BEAMS, SUPPORTS FOR PORTABLE CLASSROOMS AND RAMPS, AND OTHER STRUCTURES APPEAR INTACT, SECURE, AND FUNCTIONAL AS DESIGNED. CEILINGS AND FLOORS ARE NOT SLOPING OR SAGGING BEYOND THEIR INTENDED DESIGN. THERE IS NO VISIBLE EVIDENCE OF SEVERE CRACKS, DRY ROT, MOLD, OR DAMAGE THAT UNDERMINES STRUCTURAL COMPONENTS.
8. FIRE SAFETY AND EMERGENCY EQUIPMENT: FIRE SPRINKLERS, FIRE EXTINGUISHERS, EMERGENCY ALARM SYSTEMS, AND ALL EMERGENCY EQUIPMENT AND SYSTEMS APPEAR TO BE FUNCTIONING PROPERLY. FIRE ALARM PULL STATIONS ARE CLEARLY VISIBLE. FIRE EXTINGUISHERS ARE CURRENT AND PLACED IN ALL REQUIRED AREAS, INCLUDING EVERY CLASSROOM AND ASSEMBLY AREA. EMERGENCY EXITS ARE CLEARLY MARKED AND UNOBSTRUCTED.
9. ELECTRICAL SYSTEMS: ELECTRICAL SYSTEMS, COMPONENTS, AND EQUIPMENT, INCLUDING SWITCHES, JUNCTION BOXES, PANELS, WIRING, OUTLETS, AND LIGHT FIXTURES, ARE SECURELY ENCLOSED, PROPERLY COVERED AND GUARDED FROM STUDENT ACCESS, AND APPEAR TO BE WORKING PROPERLY.
10. LIGHTING: INTERIOR AND EXTERIOR LIGHTING APPEARS TO BE ADEQUATE AND WORKING PROPERLY. LIGHTS DO NOT FLICKER, DIM, OR MALFUNCTION, AND THERE IS NO UNUSUAL HUM OR NOISE FROM LIGHT FIXTURES.
11. PEST/VERMIN INFESTATION: NO VISIBLE OR ODOROUS INDICATORS OF PEST OR VERMIN INFESTATION ARE EVIDENT.
12. DRINKING FOUNTAINS: INTERIOR AND EXTERIOR DRINKING FOUNTAINS ARE CLEAN, FUNCTIONAL, ACCESSIBLE, AND FREE OF LEAKS. DRINKING WATER PRESSURE IS ADEQUATE. FOUNTAIN WATER IS CLEAR AND WITHOUT UNUSUAL TASTE OR ODOR, AND MOSS, MOLD, OR EXCESSIVE STAINING IS NOT EVIDENT.
13. RESTROOMS: RESTROOMS ARE FULLY OPERATIONAL, MAINTAINED AND CLEANED REGULARLY, AND STOCKED AT ALL TIMES WITH SUPPLIES (INCLUDING TOILET PAPER, SOAP, AND PAPER TOWELS OR FUNCTIONAL HAND DRYERS) IN ACCORDANCE WITH EDUCATION CODE 35292.5. THE SCHOOL KEEPS ALL RESTROOMS OPEN DURING SCHOOL HOURS WHEN STUDENTS ARE NOT IN CLASSES AND KEEPS A SUFFICIENT NUMBER OF RESTROOMS OPEN DURING SCHOOL HOURS WHEN STUDENTS ARE IN

FACILITIES INSPECTION (cont.)

CLASSES, EXCEPT WHEN NECESSARY TO TEMPORARILY CLOSE A RESTROOM FOR STUDENT SAFETY OR TO REPAIR THE FACILITY.

IN ADDITION, IN A SCHOOL SERVING ANY OF GRADES 6-12 IN WHICH 40 PERCENT OR MORE OF THE STUDENTS IN THE SCHOOL OR SCHOOL ATTENDANCE AREA ARE FROM LOW-INCOME FAMILIES, AT LEAST 50 PERCENT OF THE SCHOOL'S RESTROOMS ARE STOCKED WITH FEMININE HYGIENE PRODUCTS, FOR WHICH STUDENTS ARE NOT CHARGED. (Education Code 35292.6; 20 USC 6314)

14. SEWERS: THE SANITARY SEWER SYSTEM CONTROLS ODORS AS DESIGNED, DISPLAYS NO SIGNS OF STOPPAGE, BACKUP, OR FLOODING IN SCHOOL FACILITIES OR ON SCHOOL GROUNDS, AND APPEARS TO BE FUNCTIONING PROPERLY.
15. ROOFS: ROOFS, GUTTERS, ROOF DRAINS, AND DOWNSPOUTS APPEAR TO BE FUNCTIONING PROPERLY AND ARE FREE OF VISIBLE DAMAGE AND EVIDENCE OF DISREPAIR WHEN OBSERVED FROM THE GROUND FROM INSIDE AND OUTSIDE THE BUILDING.
16. DRAINAGE: SCHOOL GROUNDS DO NOT EXHIBIT SIGNS OF DRAINAGE PROBLEMS, SUCH AS VISIBLE EVIDENCE OF FLOODED AREAS, ERODED SOIL, WATER DAMAGE TO ASPHALT PLAYGROUNDS OR PARKING AREAS, OR CLOGGED STORM DRAIN INLETS.
17. PLAYGROUND/SCHOOL GROUNDS: PLAYGROUND EQUIPMENT (EXTERIOR FIXTURES, SEATING, TABLES, AND EQUIPMENT), SCHOOL GROUNDS, FIELDS, WALKWAYS, AND PARKING LOT SURFACES ARE FUNCTIONAL AND FREE OF SIGNIFICANT CRACKS, TRIP HAZARDS, HOLES, DETERIORATION THAT AFFECTS FUNCTIONALITY OR SAFETY, AND OTHER HEALTH AND SAFETY HAZARDS.
18. OVERALL CLEANLINESS: SCHOOL GROUNDS, BUILDINGS, COMMON AREAS, AND INDIVIDUAL ROOMS APPEAR TO HAVE BEEN CLEANED REGULARLY AND ARE FREE OF ACCUMULATED REFUSE AND UNABATED GRAFFITI. RESTROOMS, DRINKING FOUNTAINS, AND FOOD PREPARATION OR SERVING AREAS APPEAR TO HAVE BEEN CLEANED EACH DAY THAT SCHOOL IS IN SESSION.

IN ADDITION, TO ENSURE THE HEALTH AND SAFETY OF STUDENTS, THE SUPERINTENDENT OR DESIGNEE SHALL PROVIDE FOR THE TESTING OF DRINKING WATER ON CAMPUS AND OF THE SOIL AND PAINTED SURFACES OF

FACILITIES INSPECTION (cont.)

SCHOOL FACILITIES FOR THE PRESENCE OF LEAD AND/OR OTHER HARMFUL SUBSTANCES, IN ACCORDANCE WITH STATE AND FEDERAL STANDARDS.

THE SUPERINTENDENT OR DESIGNEE SHALL ENSURE THAT ANY NECESSARY REPAIRS OR REMOVAL OF HAZARDS IDENTIFIED DURING THE INSPECTION ARE MADE IN A TIMELY AND EXPEDITIOUS MANNER.

AN ASSESSMENT OF THE SAFETY, CLEANLINESS, AND ADEQUACY OF SCHOOL FACILITIES, INCLUDING ANY NEEDED MAINTENANCE TO ENSURE GOOD REPAIR AS DEFINED IN EDUCATION CODE 17002, SHALL BE REPORTED ON THE SCHOOL ACCOUNTABILITY REPORT CARD. (Education Code 33126)

(cf. 0510 - School Accountability Report Card)

ANY COMPLAINT ALLEGING A SCHOOL FACILITY CONDITION THAT POSES AN EMERGENCY OR URGENT THREAT TO THE HEALTH OR SAFETY OF STUDENTS OR STAFF, OR ALLEGING THAT A SCHOOL RESTROOM IS NOT CLEAN, MAINTAINED, OR KEPT OPEN, SHALL BE ADDRESSED IN ACCORDANCE WITH AR 1312.4 - WILLIAMS UNIFORM COMPLAINT PROCEDURES.

(cf. 1312.4 - Williams Uniform Complaint Procedures)

THE SUPERINTENDENT OR DESIGNEE SHALL PROVIDE THE BOARD WITH REGULAR REPORTS REGARDING THE DISTRICT'S FACILITY INSPECTION PROGRAM AND UPDATES OF ANY VISITS TO DISTRICT SCHOOLS BY THE COUNTY SUPERINTENDENT OF SCHOOLS.

Legal Reference:

EDUCATION CODE

1240 County superintendent of schools, duties

17002 Definitions

17070.10-17077.10 Leroy F. Greene School Facilities Act of 1998

17565-17591 Property maintenance and control

17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account

33126 School accountability report card

35186 Williams uniform complaint procedure

35292.5-35292.6 School maintenance

HEALTH AND SAFETY CODE

116277 Lead testing in drinking water

CODE OF REGULATIONS, TITLE 2

1859.300-1859.330 Emergency Repair Program

UNITED STATES CODE, TITLE 20

6314 Title I schoolwide program

UNITED STATES CODE, TITLE 42

300f-300j-27 Safe Drinking Water Act

FACILITIES INSPECTION (cont.)

Management Resources:

COALITION OF ADEQUATE SCHOOL HOUSING PUBLICATIONS

Facility Inspection Tool Guidebook, February 2008

STATE ALLOCATION BOARD, OFFICE OF PUBLIC SCHOOL CONSTRUCTION PUBLICATIONS

Facility Inspection Tool: School Facility Conditions Evaluation

WEBSITES

California School Boards Association: www.csba.org

California County Superintendents Educational Services Association: www.ccsesa.org

California Department of Education, Williams Case: www.cde.ca.gov/eo/ce/wc/index.asp

Coalition of Adequate School Housing: www.cashnet.org

State Allocation Board, Office of Public School Construction: www.opsc.dgs.ca.gov

U.S. Environmental Protection Agency: www.epa.gov

**CHINO VALLEY UNIFIED SCHOOL DISTRICT
POLICY ADOPTED:**

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 1, 2018

TO: Members, Board of Education

FROM: Wayne M. Joseph, Superintendent

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

**SUBJECT: REQUEST TO NAME THE DON LUGO HS VARSITY BASEBALL
FIELD AFTER JOE MARCOS**

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BACKGROUND

On April 20, 2017, community member Ryan Marcos, addressed the Board of Education to request naming the Don Lugo HS varsity baseball field after his father, retired former Don Lugo HS varsity baseball coach Joe Marcos. Shortly thereafter, Mr. Marcos followed up with a formal written request to the District.

Prior to his retirement in 2015, Joe Marcos served the Chino Valley Unified School District for 42 years at Don Lugo HS. Mr. Marcos began his career in 1974 as Don Lugo HS's assistant varsity baseball coach and became head coach in 1985. During the course of his coaching tenure, Mr. Marcos coached over 650 athletes, most of whom went on to play baseball at the collegiate level. Over 35 of these athletes went on to play professional, major league baseball. In his 31 years as head coach, the program respectively had over 500 wins, many CIF playoff appearances, 10 CIF championships and the Mt. Baldy League title in 2015. In addition to the thousands of hours coaching, he also spent countless hours improving, maintaining, and renovating the varsity baseball field into a first-class high school baseball facility. Additionally, while at Don Lugo HS, Mr. Marcos coached wrestling, girls' volleyball, junior varsity football, taught driver's education, physical education, weightlifting, sport turf management and served as Don Lugo HS's athletic director for 16 years.

In accordance with Board Policy 7310, Naming of Facilities:

1. The Citizen Advisory Committee on Naming Facilities shall review name suggestions.
2. The community, including students, shall be given advance notice of the intention to name or rename a facility.

3. The process shall include an information item on the Board agenda that specifies the duration of community notification and input (minimally 30 days).
4. The public shall be notified through the news media, District cable channel, social media outlets, and the District website that there is a 30-day opportunity to submit recommendations for names of facilities to the Citizen Advisory Committee.
5. Upon conclusion of the 30 days, at the next regularly scheduled Board meeting (March 15, 2018), the Board shall hold a public hearing on the proposed name change and entertain public comments.
6. At the following, regularly scheduled Board meeting (April 19, 2018), the item shall come before the Board, the Board will again entertain public comments and take action on the item.

On January 10, 2018, the Citizen Advisory Committee on Naming Facilities held a public meeting to hear the naming proposal from Ryan Marcos and to discuss it as well as the fiscal impact and other consequential impacts to the educational program. The committee agreed that this request was worthy of consideration and potential further action by the Board of Education.

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 request to name the Don Lugo HS Varsity Baseball Field after Joe Marcos.

FISCAL IMPACT

None.

WMJ:GS:pw