



CHINO VALLEY
UNIFIED SCHOOL DISTRICT

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

BOARD OF EDUCATION AGENDA

December 14, 2017

BOARD OF EDUCATION

Sylvia Orozco, President

Pamela Feix, Vice President

James Na, Clerk

Irene Hernandez-Blair, Member

Andrew Cruz, Member

Jonah Botello, Student Representative

—◆◆◆—
SUPERINTENDENT

Wayne M. Joseph

5130 Riverside Drive. Chino. California 91710
www.chino.k12.ca.us

CHINO VALLEY UNIFIED SCHOOL DISTRICT
ORGANIZATIONAL MEETING OF THE BOARD OF EDUCATION
5130 Riverside Drive, Chino, CA 91710
4:25 p.m. – Closed Session • 7:00 p.m. – Organizational Meeting
December 14, 2017

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 – 4:25 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) (15 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) (15 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) (15 minutes)
- d. Student Discipline Matter (Education Code 35146, 48918 (c) & (j): Expulsion case 17/18-05. (10 minutes)
- e. Student Readmission Matters (Education Code 35146, 48916 (c): Readmission cases: 14/15-03A, 16/17-11, 16/17-30, 16/17-32, 16/17-37, 16/17-41, 16/17-45, and 16/17-51. (40 minutes)
- f. Conference with Labor Negotiators (Government Code 54957.6): A.C.T. and CSEA negotiations. Agency designated representatives: Dr. Norm Enfield, Sandra Chen, Dr. Grace Park, Lea Fellows, Dr. Suzanne Hernandez, and Richard Rideout. (20 minutes)
- g. Public Employee Discipline/Dismissal/Release (Government Code 54957): (15 minutes)
- h. Public Employee Appointment (Government Code 54957): Junior High School Principal (5 minutes)
- i. Conference with Labor Negotiators (Government Code 54957.6): Agency designated representatives Sylvia Orozco and James Na with unrepresented employee: New Superintendent Dr. Norm Enfield (5 minutes).

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

1. Report Closed Session Action
2. Pledge of Allegiance

The proceedings of this meeting are being recorded.

I.C. PRESENTATIONS

- 1. Student Showcase: Chino Hills Girls Robotics
- 2. Boys Republic: Della Robbia Wreath Presentation
- 3. Don Lugo HS Lead Academy: CSBA Golden Bell Award Recipient
- 4. Community Service Groups Recognition
- 5. LCAP: Academic Indicator and College and Career Indicator

I.D. ORGANIZATION OF BOARD

Election of Officers/Representatives

- 1. Election of President
- 2. Election of Vice President
- 3. Election of Clerk
- 4. Election of Board Liaison—City of Chino
- 5. Election of Board Liaison—City of Chino Hills
- 6. Election of Board Liaison—City of Ontario
- 7. Election of Board Liaison—Chino Valley Independent Fire District
- 8. Election of Representative—County Committee on School District Organization
- 9. Election of Representative—Chino Hills Parks and Recreation Commission
- 10. Election of Two Representatives—Joint Meeting with the City of Chino
- 11. Election of Two Representatives—Joint Meeting with the City of Chino Hills
- 12. Election of Representative—Chamber of the Chino Valley
- 13. Election of Representative and Alternate—Baldy View Regional Occupational Program Commission for a Term to Expire in December 2019

I.E. BOARD PRESIDENT’S PRESENTATION

I.F. COMMENTS FROM STUDENT REPRESENTATIVE

I.G. COMMENTS FROM EMPLOYEE REPRESENTATIVES

I.H. COMMENTS FROM COMMUNITY LIAISONS

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

I.J. CHANGES AND DELETIONS

II. ACTION

II.A. ADMINISTRATION

II.A.1. 2018/2019 Board Meeting Calendar

Page 10 Recommend the Board of Education approve the 2018/2019 Board meeting calendar.

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

II.A.2. California School Boards Association Delegate Assembly Appointment

Page 12

Recommend the Board of Education select one member from its Board to serve as the delegate from the Chino Valley Unified School District to the California School Boards Association Delegate Assembly for a term beginning April 1, 2018, through March 31, 2020.

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

II.A.3. Allegiance STEAM Academy Thrive Charter School Petition

Page 13

Recommend the Board of Education adopt Resolution No. 2017/2018-33 Adopting Findings Regarding the Allegiance STEAM Academy Thrive Charter School Petition pursuant to Education Code section 47605(b).

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

II.B. BUSINESS SERVICES

II.B.1. 2017/2018 First Interim Financial Report

Page 90

Recommend the Board of Education approve the 2017/2018 First Interim Financial Report, and authorize the President of the Board of Education and the Superintendent to sign the Positive Certification of Financial Condition for the current and two subsequent fiscal years.

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 Special Meeting of November 9, 2017, and Regular Meeting of November 16, 2017

Page 91

Recommend the Board of Education approve the minutes of the special meeting of November 9, 2017, and regular meeting of November 16, 2017.

III.B. BUSINESS SERVICES

III.B.1. Warrant Register

Page 101

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

III.B.2. Fundraising Activities

Page 102

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

III.B.3. Donations

Page 105 Recommend the Board of Education accept the donations.

III.B.4. Legal Services

Page 108 Recommend the Board of Education approve payment for legal services to the law office of Margaret A. Chidester & Associates.

III.B.5. Application to Operate Fundraising Activities and Other Activities for the Benefit of Students

Page 109 Recommend the Board of Education approve/ratify the application to operate fundraising activities and other activities for the benefit of students.

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

III.C.1. Student Expulsion Case 17/18-05

Page 111 Recommend the Board of Education approve student expulsion case 17/18-05.

III.C.2. Student Readmission Cases 14/15-03A, 16/17-11, 16/17-30, 16/17-32, 16/17-37, 16/17-41, 16/17-45, and 16/17-51

Page 112 Recommend the Board of Education approve student readmission cases 14/15-03A, 16/17-11, 16/17-30, 16/17-32, 16/17-37, 16/17-41, 16/17-45, and 16/17-51.

III.C.3. School-Sponsored Trips

Page 113 Recommend the Board of Education approve/ratify the school-sponsored trips for Ayala HS and Chino Hills HS.

III.C.4. Revision of Board Policy 0400 Philosophy-Goals-Objectives and Comprehensive Plans—Comprehensive Plans

Page 114 Recommend the Board of Education approve the revision of Board Policy 0400 Philosophy-Goals-Objectives and Comprehensive Plans—Comprehensive Plans.

III.C.5. Revision of Board Policy 0460 Philosophy-Goals-Objectives and Comprehensive Plans—Local Control and Accountability Plan

Page 117 Recommend the Board of Education approve the revision of Board Policy 0460 Philosophy-Goals-Objectives and Comprehensive Plans—Local Control and Accountability Plan.

III.C.6. Revision of Board Policy 0500 Philosophy-Goals-Objectives and Comprehensive Plans – Accountability

Page 125 Recommend the Board of Education approve the revision of Board Policy 0500 Philosophy-Goals-Objectives and Comprehensive Plans—Accountability.

III.C.7. Deletion of Board Policy 0520.2 Philosophy-Goals-Objectives and Comprehensive Plans—Title I Program Improvement Schools

Page 128

Recommend the Board of Education approve the deletion of Board Policy 0520.2 Philosophy-Goals-Objectives and Comprehensive Plans—Title I Program Improvement Schools.

III.C.8. Revision of Board Policy 5113 Students—Absences and Excuses

Page 132

Recommend the Board of Education approve the revision of Board Policy 5113 Students—Absences and Excuses.

III.C.9. New Board Policy 5116.2 Students—Involuntary Student Transfers

Page 136

Recommend the Board of Education approve new Board Policy 5116.2 Students—Involuntary Student Transfers.

III.C.10. Revision of Board Policy 6142.7 Instruction—Physical Education and Activity

Page 140

Recommend the Board of Education approve the revision of Board Policy 6142.7 Instruction – Physical Education and Activity.

III.C.11. New Board Policy 6172.1 Instruction—Concurrent Enrollment in College Classes

Page 147

Recommend the Board of Education approve new Board Policy 6172.1 Instruction—Concurrent Enrollment in College Classes.

III.C.12. Career Technical Education/Carl D. Perkins Advisory Committee

Page 150

Recommend the Board of Education approve the Career Technical Education/Carl D. Perkins Advisory Committee as follows:
Jennell Acker, Teacher, Chino Hills HS (Hospitality & Tourism);
Diane Armijo, Armijo News and ABC Public Relations;
Michael Armijo, Armijo News and ABC Public Relations;
Alyssa Berry, Teacher, Don Lugo HS (Agriculture);
Michael J. Bidart, Trial Lawyer, Shernoff Bidart Echeverria, LLP;
Yvette Bookout, Computer Operations Support Technician, CVUSD;
Charlie Ceballos, Student, Chino Hills HS (Hospitality & Tourism);
Scott Eckersall, Engineer, Eckersall LLC;
Brian Engstrom, Teacher, Don Lugo HS (Engineering);
Reem Hassan, Student, Chino Hills HS (Hospitality & Tourism);
Krunali Mehta, Student, Chino Hills HS (Hospitality & Tourism);
Rishka Mehta, Student, Chino Hills HS (Hospitality & Tourism);
Mike Rolland, Teacher, Chino Hills HS School (Digital Design);
Kathy Tan, Parent, Chino Hills HS;
Natalie Tong, So. Cal. Prog. Coord., CA Restaurant Association Educational Foundation;
Lorraine Vara, Teacher, Chino HS (Law & Justice); and
Elizabeth Williams, Teacher, Chino HS (Culinary).

III.C.13. Agreement Between the City of Chino Hills and Chino Valley Unified School District Hope for Health for Public Service Project Fiscal Year 2017/2018

Page 152

Recommend the Board of Education approve the agreement between the city of Chino Hills and Chino Valley Unified School District Hope for Health for Public Service Project Fiscal Year 2017/2018.

III.C.14. 2017/2018 Single Plan for Student Achievement

Page 176

Recommend the Board of Education approve the 2017/2018 Single Plan for Student Achievement.

III.D. FACILITIES, PLANNING, AND OPERATIONS

III.D.1. Purchase Order Register

Page 177

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

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

Page 178

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

III.D.3. Surplus/Obsolete Property

Page 181

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

III.D.4. Deletion of Board Policy 3515.6 Business and Noninstructional Operations—Monitoring of District Vehicles

Page 186

Recommend the Board of Education approve the deletion of Board Policy 3515.6 Business and Noninstructional Operations—Monitoring of District Vehicles.

III.D.5. Revision of Board Policy 3540.2 Business and Noninstructional Operations—Pool Vehicle Use

Page 188

Recommend the Board of Education approve the revision of Board Policy 3540.2 Business and Noninstructional Operations—Pool Vehicle Use.

III.D.6. Change Order and Notice of Completion for Bid 16-17-02, Portable Classroom Site Work at Chino Valley Adult School

Page 190

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 16-17-02, Portable Classroom Site Work at Chino Valley Adult School.

III.D.7. Notice of Completion for CUPCAA Project

Page 194

Recommend the Board of Education approve the Notice of Completion for CUPCAA Project.

III.D.8. Resolution 2017/2018-31, Annual and Five Year Developer Fee Reports for Fiscal Year 2016/2017

Page 195

Recommend the Board of Education adopt Resolution 2017/2018-31, Annual and Five Year Developer Fee Reports for Fiscal Year 2016/2017.

III.D.9. Resolution 2017/2018-32, Implementing Prequalification of Construction Contractors Under Assembly Bill 1565 and Public Contract Code 20111.6 Utilizing the Quality Bidders Questionnaire/Service

Page 202

Recommend the Board of Education adopt Resolution 2017/2018-32, Implementing Prequalification of Construction Contractors under Assembly Bill 1565 and Public Contract Code 20111.6 Utilizing the Quality Bidders Questionnaire/Service.

III.D.10. License Agreement with Chino Police Department for Use of the Vacant El Rancho ES for the Purpose of Law Enforcement Training

Page 224

Recommend the Board of Education approve the License Agreement with Chino Police Department for use of the vacant El Rancho ES for the Purpose of Law Enforcement Training.

III.E. HUMAN RESOURCES

III.E.1. Certificated/Classified Personnel Items

Page 229

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

III.E.2. Rejection of Claims

Page 236

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

III.E.3. Revisions to the Job Description for Playground Supervisor

Page 237

Recommend the Board of Education approve the revisions to the job description for Playground Supervisor.

IV. INFORMATION

IV.A. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT

IV.A.1. San Bernardino County Superintendent of Schools Williams Report of Findings Decile 1-3 Schools for Borba ES, Dickson ES, Marshall ES, Walnut ES, Ramona JHS, and Chino HS

Page 241

Recommend the Board of Education receive for information the San Bernardino County Superintendent of Schools Williams Report of Findings Decile 1-3 schools for Borba ES, Dickson ES, Marshall ES, Walnut ES, Ramona JHS, and Chino HS.

IV.A.2. San Bernardino County Superintendent of Schools Williams Settlement 2016/2017 Annual Report

Page 277

Recommend the Board of Education receive for information the San Bernardino County Superintendent of Schools Williams Settlement 2016/2017 Annual Report.

V. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

VI. ADJOURNMENT

Date posted: December 11, 2017
Prepared by: Patricia Kaylor, Administrative Secretary, Board of Education

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: December 14, 2017
TO: Members, Board of Education
FROM: Wayne M. Joseph, Superintendent
SUBJECT: 2018/2019 BOARD MEETING CALENDAR

=====

BACKGROUND

At the organizational meeting in December each year, the Board of Education adopts the Board meeting calendar. Attached is the proposed calendar for 2018/2019. Regular meetings are held on the first and third Thursdays of the month, unless otherwise posted as indicated by an asterisk *.

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

RECOMMENDATION

It is recommended the Board of Education approve the 2018/2019 Board meeting calendar.

FISCAL IMPACT

None.

WJM:pk

Chino Valley Unified School District



CHINO VALLEY
UNIFIED SCHOOL DISTRICT

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2018/2019 Board Meeting Calendar

July 19, 2018	Regular
August 16, 2018	Regular
September 6, 2018	Regular
September 20, 2018	Regular
October 4, 2018	Regular
October 18, 2018	Regular
November 1, 2018	Regular
November 15, 2018	Regular
December 13, 2018	Organizational*
January 17, 2019	Regular
February 7, 2019	Regular
February 21, 2019	Regular
March 7, 2019	Regular
March 21, 2019	Regular
April 4, 2019	Regular
April 18, 2019	Regular
May 2, 2019	Regular
May 16, 2019	Regular
June 6, 2019	Regular
June 20, 2019	Regular

Board of Education meetings are held the first and third Thursdays of the month (except where indicated by asterisk). The meetings will begin at 7:00 p.m. in the Board room at the District Service Center, Chino Valley Unified School District, 5130 Riverside Drive, Chino, unless otherwise posted. Additional meetings will be announced by the Board President on an as-needed basis.

Board approved: _____

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: December 14, 2017
TO: Members, Board of Education
FROM: Wayne M. Joseph, Superintendent
SUBJECT: CALIFORNIA SCHOOL BOARDS ASSOCIATION DELEGATE ASSEMBLY APPOINTMENT

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BACKGROUND

The Delegate Assembly is the primary policy-making body of the California School Boards Association (CSBA). Delegates adopt the association’s platform, take positions on other critical issues that come before it, elect officers and directors, and adopt bylaw changes. Delegates serve as a two-way communications link between the Board members in the region and the regional director and play an important role in fostering collegiality within their region.

Because of its enrollment, the Chino Valley Unified School District is entitled to appoint one delegate to serve a two-year term to the CSBA Delegate Assembly beginning April 1, 2018, through March 31, 2020. The appointment and biographical sketch form must be received by CSBA by January 7, 2018.

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

RECOMMENDATION

It is recommended the Board of Education select one member from its Board to serve as the delegate from the Chino Valley Unified School District to the California School Boards Association Delegate Assembly for a term beginning April 1, 2018, through March 31, 2020.

FISCAL IMPACT

None.

WMJ:pk

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: December 14, 2017

TO: Members, Board of Education

FROM: Wayne M. Joseph, Superintendent

SUBJECT: ALLEGIANCE STEAM ACADEMY THRIVE CHARTER SCHOOL PETITION

=====

BACKGROUND

California Education Code section 47605 establishes the procedures and timelines for charter school petitions. Pursuant to section 47605, Allegiance STEAM Academy submitted a charter school petition on October 16, 2017.

A public hearing was held on November 9, 2017, in accordance with Education Code section 47605(b).

Education Code section 47605(b) further requires that: "Following review of the petition and the public hearing, the governing board of the school district shall either grant or deny the charter within 60 days of receipt of the petition...."

District representatives have carefully reviewed the Allegiance STEAM Academy Thrive Charter School Petition and the Allegiance STEAM Academy Thrive Charter Petition Budget.

RECOMMENDATION

It is recommended the Board of Education adopt Resolution No. 2017/2018-33 Adopting Findings Regarding the Allegiance STEAM Academy Thrive Charter School Petition pursuant to Education Code section 47605(b).

FISCAL IMPACT

Loss of ADA and categorical funding for the number of District students who enroll in the Allegiance STEAM Academy Thrive charter school.

PLEASE NOTE: Although this is a possible fiscal impact, by law, the Board may not base a decision on the potential fiscal impact. Rather, the decision may only be based on statutory grounds set out in Education Code section 47605.

**CHINO VALLEY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 2017/2018-33 ADOPTING FINDINGS OF FACT TO
CONDITIONALLY GRANT THE ALLEGIANCE STEAM ACADEMY THRIVE
CHARTER SCHOOL PETITION**

WHEREAS, the Legislature has enacted the Charter Schools Act of 1992, Education Code section 47600 *et seq.*

WHEREAS, pursuant to Education Code section 47605 and California Code of Regulations, title 5, section 11967.5.1, the Chino Valley Unified School District (“CVUSD” or “District”) Board of Education is required to review charter petitions submitted to the District and grant or deny the proposed charter within sixty (60) days of receipt of the charter petition.

WHEREAS, the Allegiance STEAM Academy Thrive (“ASA”) charter school petitioners submitted a charter petition pursuant to Education Code section 47605 to the District on October 16, 2017 for the establishment of a TK-8 charter school.

WHEREAS, the California State Board of Education has developed criteria to be used for the review of charter school petitions presented to the State Board pursuant to Education Code section 47605(j)(2). Education Code section 47605(j)(2) states that “[t]he criteria shall address all elements required for charter approval, as identified in subdivision (b) and shall define ‘reasonably comprehensive’ as used in paragraph (5) of subdivision (b) in a way that is consistent with the intent of this part.” Because the State Board of Education reviews petitions that have been denied by school districts, the District reviews charter school petitions for compliance with the State Board of Education regulations (California Code of Regulations, title 5, section 11960 *et seq.*).

WHEREAS, the District is required by Education Code section 47605(b) to grant a charter petition if it is satisfied that granting the charter is consistent with sound educational practice.

WHEREAS, in reviewing the ASA charter petition, the District was guided by the intent of the Legislature that charter schools are and should become an integral part of the California educational system and that establishment of charter schools should be encouraged.

WHEREAS, the District may not deny a petition for the establishment of a charter school unless it makes written factual findings specific to the particular petition setting forth specific facts to support one or more of the following findings:

- (1) *The charter school presents an unsound educational program for the pupils to be enrolled in the charter school.*

- (2) *The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.*

- (3) *The petition does not contain the number of signatures required by subdivision (a).*
- (4) *The petition does not contain an affirmation of each of the conditions described in subdivision (d).*
- (5) *The petition does not contain reasonably comprehensive descriptions of all of the [15 statutorily required elements of a charter petition]. (Cal. Educ. Code § 47605(b).)*

WHEREAS, during the special meeting of the CVUSD Board of Education on November 9, 2017, a public hearing on the ASA charter petition was conducted in accordance with the provisions of Education Code section 47605(b), at which time the CVUSD Board of Education considered the level of public support for the ASA charter petition by teachers employed by the District, other employees of the District, and parents, as required by Education Code section 47605(b).

WHEREAS, the CVUSD Board of Education recognizes the extensive public support for the ASA charter petition at the November 9, 2017 public hearing, and that charter schools may assist the District in offering diverse learning opportunities for District students. The CVUSD Board of Education has carefully considered the potential of the proposed ASA charter school to provide CVUSD students with an education that enables them to achieve their fullest potential.

WHEREAS, in reviewing the ASA charter petition, District staff, working with Superintendent Wayne M. Joseph, and with District legal counsel have reviewed and analyzed all of the information presented by the ASA charter petition and Budget, including materials related to the operation and potential effects of the proposed ASA charter school, and finds that *the District is not satisfied that granting the October 16, 2017 ASA charter petition, as submitted, is consistent with sound educational practice for the following reasons:*

- (1) The ASA charter petition, as submitted, presents an unsound educational program for the pupils to be enrolled in the proposed ASA charter school because:**
 - a. ASA’s charter petition and supporting documents appear to be copied from a variety of internet sources without consistency of purpose or any sense of how it all fits together as a whole, and**
 - b. ASA’s “*STEAM-focused instructional program*” is not likely to be of educational benefit to ASA pupils without adequate STEAM professional development for ASA’s teachers.**
- (2) The ASA charter petitioners are demonstrably unlikely to successfully implement the program set forth in the ASA charter petition because the ASA charter petition presents an unrealistic financial and operational plan for the proposed ASA charter school [Education Code section 47605(b)(2); California Code of Regulations, title 5, section 11967.5.1(c)(3)]:**

- a. **The ASA Budget presents a Year 1 reserve of 0.3%, which fails to meet the legally required financial reserve of 4.0%.**
 - b. **The August 24, 2017 Charter Asset Management funding commitment letter of \$4.5 million is based on receivable factoring, is not a legally binding commitment, and is specific to the 2018-2019 school year only. Because successful factoring for amounts budgeted by ASA is dependent upon ASA's likely overstated enrollment, ASA may have insufficient cash flow to meet ASA's Year 1 financial obligations.**
 - c. **The ASA budgeted special education encroachment is understated by \$100,835, which increases ASA's budgeted expenses in equal amount, thereby reducing ASA's 2018-2019 Year 1 fund balance to a financially flawed deficit/negative ending fund balance of (\$89,650). As a result, ASA's Year 1 Fund Balance Reserve is reduced to a negative (2.0%).**
- (3) The ASA charter petitioners are demonstrably unlikely to successfully implement the program set forth in the ASA charter petition because the ASA charter petitioners personally lack the necessary background in California TK-8 charter school curriculum, instruction, and assessment. [Education Code section 47605(b)(2); California Code of Regulations, title 5, section 11967.5.1(c)(4)(A)];**
- (4) The ASA charter petition fails to contain reasonably comprehensive descriptions of ten (10) of the fifteen (15) statutorily required elements of a charter petition [Education Code section 47605(b)(5)]:**
- a. **The ASA charter petition fails to provide a reasonably comprehensive description of ASA's educational program because the ASA charter petitioners fail to provide a reasonably comprehensive description of ASA's target student population, ASA's instructional approach, ASA's plan to support English Learner pupils, and ASA's special education plan. [Education Code section 47605(b)(5)(A); California Code of Regulations, title 5, sections (f)(1)(A), (E), (G), and (H)];**
 - b. **The ASA charter petition fails to contain any description of the proposed ASA charter school's measurable pupil outcomes. [Education Code section 47605(b)(5)(B); California Code of Regulations, title 5, section 11967.5.1(f)(2)];**
 - c. **The ASA charter petition fails to contain a reasonably comprehensive description of the proposed ASA charter school's methods by which pupil progress in meeting pupil outcomes is to be measured because ASA lacks a plan for collecting, analyzing, and reporting data on pupil achievement**

to school staff and parents/guardians. [Education Code section 47605(b)(5)(C); California Code of Regulations, title 5, section 11967.5.1(f)(3)];

- d. The ASA charter petition fails to contain a reasonably comprehensive description of the proposed ASA charter school's governance structure because ASA's governance structure fails to ensure there will be active and effective representation of ASA parents and guardians. [Education Code 47605(b)(5)(D); California Code of Regulations, title 5, section 11967.5.1(f)(4)];
- e. The ASA charter petition fails to contain any description of the qualifications to be met by ASA's Speech Language Pathologist Assistant, Instructional Aides, PE Aide/Proctors, and World Language Teachers, in addition to the ASA charter petitioners' failure to provide a reasonably comprehensive description of the qualifications to be met by ASA's teaching staff and Director of Business Services. [Education Code section 47605(b)(5)(E); California Code of Regulations, title 5, section 11967.5.1(f)(5)];
- f. The ASA charter petition fails to contain a reasonably comprehensive description of the proposed ASA charter school's admission requirements because ASA's public random lottery preferences violate state law. [Education Code section 47605(b)(5)(H); California Code of Regulations, title 5, section 11967.5.1(f)(8)];
- g. The ASA charter petition fails to contain a reasonably comprehensive description of the procedures by which ASA pupils can be suspended or expelled because ASA's pupil discipline policies and procedures violate state and federal law. [Education Code section 47605(b)(5)(J); California Code of Regulations, title 5, section 11967.5.1(f)(10)];
- h. The ASA charter petition fails to contain a reasonably comprehensive description of the manner in which annual, independent financial audits shall be conducted and the manner in which audit exceptions and deficiencies shall be resolved. [Education Code section 47605(b)(5)(L); California Code of Regulations, title 5, section 11967.5.1(f)(9)];
- i. The ASA charter petition fails to contain a reasonably comprehensive description of dispute resolution procedures. [Education Code section 47605(b)(5)(N)]; and

- j. The ASA charter petition fails to contain a reasonably comprehensive description of the procedures to be used if the proposed ASA charter school closes. [Education Code section 47605(b)(5)(O); California Code of Regulations, title 5, section 11962].**

WHEREAS, despite the ASA charter petition's material failures as set out above to comply with Education Code 47605 and California Code of Regulations, title 5, section 11967.5.1, which the CVUSD Board of Education hereby finds are sufficient for denial of the ASA charter petition, the CVUSD Board of Education believes that all of the deficiencies in the ASA charter petition can be addressed and remedied to the CVUSD Board of Education's satisfaction in separate Memoranda of Understanding to be entered into between the District and ASA.

WHEREAS, all of the members of the CVUSD Board of Education have read and fully considered the ASA charter school petition, the ASA Budget, the *Charter School Memorandum of Understanding*, and this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the CVUSD Board of Education finds that all of the above recitals are true and correct and incorporates them herein by this reference.

BE IT FURTHER RESOLVED that, in order to ensure that the ASA charter petitioners timely remedy all the deficiencies in the ASA charter petition and Budget set forth above, the CVUSD Board of Education hereby *conditionally grants* the October 16, 2017 ASA charter petition with the stipulation that the charter conditionally granted by the CVUSD Board of Education differs from the ASA charter petition document in the following respects:

- 1. By December 21, 2017**, the ASA Board of Directors shall approve, sign, and return this *Chino Valley Unified School District Resolution No. 2017/2018-33 and Findings of Fact to Conditionally Grant the Allegiance STEAM Academy Thrive Charter School Petition* to the CVUSD Superintendent.
- 2. By December 21, 2017**, the ASA Board of Directors shall approve, sign, and return the *Charter School Memorandum of Understanding* between the District and ASA to the CVUSD Superintendent.
- 3.** The ASA Board of Directors shall approve, sign, and return any additional Memoranda of Understanding if required, between the CVUSD and ASA, as prepared by the District.
- 4.** The ASA charter is granted for an initial period of two years of school operation, commencing July 1, 2018 and continuing through June 30, 2020.

5. ASA shall agree to the following admissions preferences in the event of a public random lottery under Education Code section 47605(d)(2)(B) for admission to ASA:
 - a. Beginning January 1, 2019, currently enrolled ASA students (exempt from lottery);
 - b. Beginning January 1, 2019, siblings of currently enrolled ASA students (exempt from lottery);
 - c. Children of ASA staff (exempt from lottery);
 - d. For ASA's initial 2018-2019 year of operation only, children of ASA Founding Members and Founding Board of Directors combined (exempt from lottery; shall not exceed 10% of total enrollment);
 - e. If the Charter School is physically located in the attendance area of a District public elementary school in which at least 50% of the enrollment is eligible for free and reduced price lunch, then students currently enrolled in that school and students who reside in that elementary school attendance area will be given preference in accordance with Education Code Section 47605.3 (3:1 weighting in lottery); and
 - f. Children residing within CVUSD boundaries (2:1 weighting in lottery).
6. ASA shall pay the District an annual fee for the employment of a CVUSD Charter School Coordinator (a "Charter School Coordinator Fee"). The Charter School Coordinator Fee shall have a base salary of one hundred and fifty thousand dollars (\$150,000.00) for 2018-2019 Year 1, plus statutory benefits and Health & Welfare benefits. The Charter School Coordinator Fee base amount shall increase by five percent (5%) every fiscal year thereafter, plus any associated cost increases in statutory benefits and Health & Welfare benefits. The Charter School Coordinator Fee shall be due and payable in four installments, each payment in equal amount due on the first day of each fiscal quarter (July 1, October 1, January 1, and April 1), beginning on January 1, 2019.
7. The ASA Board of Directors shall not at any time create or contract with a Charter Management Organization, Education Management Organization, related parties, or affiliated partnerships.
8. ASA shall hold harmless, defend, and indemnify the District, its officers, agents and employees, from every demand, liability, claim, causes of action, suits, or liabilities of whatever nature of kind, including, but not limited to actions or investigations by state and federal agencies to recover funds, attorney's fees and litigation costs, that arise out

of or relate to any actual or alleged act, omission, or crime on the part of ASA, or its current and former officers and employees. In cases of such liabilities, claims, or demands, ASA, at its own expense and risk, shall defend with legal counsel approved by the District all legal proceedings which may be brought against the District and its officers and employees, and shall satisfy any resulting judgments up to the required amounts that may be rendered against any of them.

ASA shall not have the legal authority to enter into any contract that would in any way bind the District, or to extend the credit of the District to any third person or party. ASA shall clearly indicate in writing to all vendors and other entities and individuals outside the District with which or with whom ASA enters into any agreement or contract that the financial obligations of ASA under such agreement or contract are solely the responsibility of ASA and are not the responsibility of the District.

ASA shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter “District” and “CVUSD Personnel”) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney’s fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and/or CVUSD Personnel, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, ASA’s performance under this Resolution or the Charter, the condition or use of ASA’s facilities, or any acts, errors, negligence, omissions or intentional acts by ASA, its board of directors, administrators, employees, agents, representatives, volunteers, successors and assigns.

9. ASA shall immediately begin the process of developing a Local Control Accountability Plan (“LCAP”) pursuant to Education Code section 47606.5, and provide CVUSD staff with written monthly status reports detailing ASA’s development of a LCAP commencing January 2, 2018.
10. ASA shall immediately begin to work with Charter Impact, the Business Management and Consulting Services firm that the ASA charter petitioners identify will assist with ASA’s “*financial/business services*” at page 118 of the ASA charter petition, or with another financial/business services provider, to remedy the critical financial reserve balance problem identified above at page 3.

The ASA charter petitioners shall also immediately request that Charter Impact or another financial/business services provider assist ASA in timely applying for all available charter school funding to improve the ASA’s fiscal condition, including but not limited to the Public Charter School Grant Program funds and the California School Finance Authority Charter School Revolving Loan Fund Program.

- 11.** To ensure the timely opening of the proposed ASA charter school, the ASA Board of Directors and ASA lead charter petitioners shall complete the following tasks on or before the stated dates:
- a.** On or before **January 15, 2018**, ASA shall have five approved members of the ASA Board of Directors.
 - b.** On or before **January 15, 2018**, ASA shall develop, adopt, and provide the District with copies of ASA Board Policies and Administrative Regulations regarding:
 - i.** *Philosophy, Goals, Objectives, and Comprehensive Plans*
 - ii.** *Administration*
 - iii.** *Business and Noninstructional Operations*
 - iv.** *Bylaws*
 - c.** On or before **January 15, 2018**, the ASA Board of Directors shall hire a CEO/Principal holding a California Administrative Credential and a California Teaching Credential. The CEO/Principal shall hold a Master's Degree or above, with a minimum of five years of public school or charter school administrative and teaching experience.
 - d.** On **January 19, 2018**, ASA's CEO/Principal shall attend the El Dorado Charter SELPA's Potential New Partner Meeting: Cohort 2 (Ontario) meeting located at Hyatt Place Ontario/Rancho Cucamonga, and provide proof of attendance to the District. (<http://charterselpa.org/events/potential-new-partner-meeting-cohort-2-ontario/>.)
 - e.** On or before **February 1, 2018**, the ASA Board of Directors shall hire the following ASA employees:
 - i.** The Director of Educational Programs who shall hold a California Administrative Credential and a California Teaching Credential, and hold, at a minimum, a Master's Degree or above, with a minimum of five years of public school or charter school administrative experience and a minimum of five years TK-8 teaching experience.
 - ii.** The Director of Business Services who shall hold, at a minimum, a Bachelor's Degree in business, finance, financial accounting, or a related field, and who shall have a minimum of five years of California public or charter school business office experience.

- f. On or before **February 1, 2018**, ASA shall identify at least one staff member as a contact person for ASA.
- g. On or before **February 1, 2018**, ASA shall develop and submit to CVUSD staff the following plans and policies for approval by the CVUSD Superintendent:
 - i. An employee recruitment plan.
 - ii. A student recruitment and enrollment plan.
 - iii. Job descriptions including employee qualifications for ASA Speech Language Pathologist Assistants, Instructional Aides, PE Aides/Proctors, and World Language Teachers.
 - iv. Certificated job descriptions including employee qualifications (i.e. elementary teacher, math teacher, science teacher).
 - v. Classified job descriptions including employee qualifications (i.e. secretary, custodian, clerks, health technician, instructional aides).

If the CVUSD Superintendent determines ASA's plans and/or policies to be deficient in any way, ASA may be required to submit additional revised plans and policies until the CVUSD Superintendent is satisfied. The ASA charter petitioners shall obtain the approval of the CVUSD Superintendent for all plans and policies required above prior to June 15, 2018.

ASA's plans and policies shall comply with any and all Memoranda of Understanding identified above on page 5 at Sections 2 and 3.

- h. On or before **February 1, 2018**, ASA shall develop, adopt, and provide the District with copies of ASA Board Policies and Administrative Regulations regarding:
 - *All Personnel*
 - *Students*
 - *Instruction*
 - *Facilities*
- i. On or before **March 1, 2018**, ASA shall complete and submit an online application to the El Dorado Charter SELPA, and provide copies of ASA's SELPA application to the CVUSD Special Education Director.

- j. On or before **March 1, 2018**, ASA shall investigate and select a student data system.
- k. On or before **March 1, 2018**, ASA shall review, select, and adopt textbooks and other instructional materials for Kindergarten through 8th grade English Language Arts, English Language Development, Mathematics, Science, Social Science, and other subjects.
- l. On or before **March 1, 2018**, ASA shall develop, adopt, and provide the District with copies of ASA Board Policies and Administrative Regulations regarding *Community Relations*.
- m. On or before **March 1, 2018**, ASA shall develop and submit to CVUSD staff the following plans and policies for approval by the CVUSD Superintendent:
 - i. A detailed operational and financial plan regarding professional development for all ASA teaching staff related to STEAM-based curriculum and instruction, including the minimum required qualifications of the ASA “*administrative team*” that, according to the ASA charter petition at page 18, “*will provide targeted professional development to staff.*”
 - ii. A revised Budget and cash flow analysis for 2018-2019 Year 1 and 2019-2020 Year 2.
 - iii. A detailed educational plan identifying for each subject matter listed at pages 44 and 45 of the ASA charter petition, the distinct measurable pupil outcomes for each grade level, and how students at each grade level will achieve those measurable pupil outcomes.
 - iv. An accounting policies and procedures manual. ASA shall adopt the most recent (2017) Fiscal Crisis Management Assistance Team (“FCMAT”) *California Charter School Accounting and Best Practices Manual* available at <http://fcmat.org/wp-content/uploads/sites/4/2017/12/2017-Charter-School-Manual-11-27-2017-FINAL.pdf> as ASA’s accounting policies and procedures manual.

If the CVUSD Superintendent determines ASA’s plans and/or policies to be deficient in any way, ASA may be required to submit additional revised plans and policies until the CVUSD Superintendent is satisfied. The ASA charter petitioners shall obtain the approval of the CVUSD Superintendent for all plans and policies required above prior to June 15, 2018.

ASA's plans and policies shall comply with any and all Memoranda of Understanding identified above on page 5 at Sections 2 and 3.

- n. On or before **March 1, 2018**, the ASA Board of Directors shall begin the process to find a qualified contractor for the school breakfast/lunch program.
- o. On or before **April 1, 2018**, ASA shall open bank accounts and establish procedures for accounts payable and receivable. Each month thereafter, ASA shall provide CVUSD staff evidence of all funds on deposit, including, but not limited to, monthly bank statements, bank reconciliations, cash receipt journal, and deposits register.
- p. On or before **April 1, 2018**, ASA shall order sufficient Kindergarten through 8th grade textbooks and other instructional materials for English Language Arts, English Language Development, Mathematics, Science, Social Science, and other subjects.
- q. On or before **April 1, 2018**, ASA shall develop and submit to CVUSD staff the following plans and policies for approval by the CVUSD Superintendent:
 - i. Pacing guides for Kindergarten through 8th grade English Language Arts, English Language Development, Mathematics, Science, Social Science, and other subjects.
 - ii. Benchmark assessments for Kindergarten through 8th grade English Language Arts, English Language Development, Mathematics, Science, Social Science, and other subjects.
 - iii. Kindergarten through 8th grade STEAM units that are aligned to the California State Standards and Next Generation Science Standards.

If the CVUSD Superintendent determines ASA's plans and/or policies to be deficient in any way, ASA may be required to submit additional revised plans and policies until the CVUSD Superintendent is satisfied. The ASA charter petitioners shall obtain the approval of the CVUSD Superintendent for all plans and policies required above prior to June 15, 2018.

ASA's plans and policies shall comply with any and all Memoranda of Understanding identified above on page 5 at Sections 2 and 3.

- r. On or before **April 1, 2018**, ASA shall develop and adopt work calendars for all employees.

- s. On or before **April 1, 2018**, ASA shall develop and adopt student academic calendars for the 2018-2019 and 2019-2020 school years.
- t. On or before **May 1, 2018**, ASA shall obtain California Department of Justice charity registration status and Internal Revenue Service 501(c)(3) tax exempt status.
- u. On or before **May 1, 2018**, the ASA Board of Directors shall hire the following ASA employees:
 - i. Director of IT
 - ii. 8 Core Teachers
 - iii. Lead Custodian
 - iv. STEAM Lab Teacher
 - v. 1 Special Education Teacher
- v. On or before **May 1, 2018**, ASA shall develop and submit to CVUSD staff Kindergarten through 8th grade STEAM performance tasks that are aligned to the California State Standards and Next Generation Science Standards for approval by the CVUSD Superintendent.

If the CVUSD Superintendent determines ASA's plans and/or policies to be deficient in any way, ASA may be required to submit additional revised plans and policies until the CVUSD Superintendent is satisfied. The ASA charter petitioners shall obtain the approval of the CVUSD Superintendent for all plans and policies required above prior to June 15, 2018.

ASA's plans and policies shall comply with any and all Memoranda of Understanding identified above on page 5 at Sections 2 and 3.

- w. On or before **May 1, 2018**, ASA shall develop and adopt student report cards for Transitional Kindergarten through 8th grade.
- x. On or before **May 1, 2018**, ASA shall begin selecting and ordering school supplies, office supplies, and technology supplies for ASA students and staff.
- y. On or before **May 1, 2018**, the ASA Board of Directors shall contract with professional development groups (i.e. Buck Institution for Education for Project-Based Learning to support STEAM integration).

- z.** On or before **May 1, 2018**, ASA shall receive and respond to stakeholder input on LCAP, and provide CVUSD staff written proof of such receipt and ASA's response to ASA stakeholder input on ASA's LCAP.

- aa.** On or before **June 1, 2018**, the ASA Board of Directors shall investigate and contract for employee health benefit plans.

- bb.** On or before **June 1, 2018**, the ASA Board of Directors shall budget for and hire an ASA Attendance Clerk familiar with CALPADS data entry and student record keeping.

- cc.** On or before **June 1, 2018**, the ASA Board of Directors shall hire the following ASA employees:
 - i.** Office Manager

 - ii.** Office Assistant

 - iii.** Health Technician

 - iv.** 1 Special Education Teacher

 - v.** Counselor

 - vi.** 8 Core Teachers

 - vii.** Speech Language Pathologist Assistant

 - viii.** Receptionist

 - ix.** 2 Custodians

 - x.** 1 PE Teacher

 - xi.** 1 Drama Teacher

 - xii.** 1 Music Teacher

- dd.** On or before **June 30, 2018**, the ASA Board of Directors shall hire the following ASA employees:
 - i.** 4 Instructional Special Education Aides

13. ASA understands and agrees that the October 16, 2017 ASA charter petition conditionally granted by this Resolution automatically terminates if the CVUSD Board of Education determines that ASA failed to meet any of the above-enumerated conditions of grant, that ASA violated any terms or provisions of any Memoranda of Understanding between CVUSD and ASA, or that ASA violated any terms or provisions of the October 16, 2017 ASA charter petition.

NOW THEREFORE, BE IT FURTHER RESOLVED that the CVUSD Board of Education *conditionally grants* the October 16, 2017 ASA charter petition subject to all of the conditions established above. All decisions regarding ASA’s satisfaction of all of the above-enumerated conditions of grant are subject to the sole discretion of the CVUSD Board of Education.

If any of the above conditions are not met, the CVUSD Board of Education shall rescind ASA’s conditional grant and the October 16, 2017 ASA charter petition shall be deemed denied as of December 14, 2017, the date of the CVUSD Board of Education’s conditional grant of the ASA charter petition.

Further, should the ASA Board of Directors fail to approve and adopt this Resolution and the *Charter School Memorandum of Understanding* on or before December 21, 2017, then the October 16, 2017 ASA charter petition is hereby deemed denied.

The terms of this Resolution are severable. Should it be determined that one or more of the conditions and/or findings is invalid, the remaining conditions and the Board’s action shall remain in full force and effect.

The foregoing Resolution No. 2017/2018-33 Adopting Findings of Fact to Conditionally Grant the Allegiance STEAM Academy Thrive Charter School Petition was considered, passed and adopted by the CVUSD Board of Education at its meeting of December 14, 2017.

CONDITIONALLY GRANTING THE OCTOBER 16, 2017 ALLEGIANCE STEAM ACADEMY THRIVE CHARTER SCHOOL PETITION.

AYES: NOES: ABSENT: ABSTAIN:

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

Wayne M. Joseph, Secretary to the Board of Education of the Chino Valley Unified School District of San Bernardino County, California, hereby certifies that the above foregoing Resolution was duly and regularly adopted by said Board at a duly noticed meeting thereof held on the 14th of December, 2017 and passed by a _____ vote of said Board.

IN WITNESS WHEREOF I have hereunto set my hand and seal this December 14, 2017.

Wayne M. Joseph
Secretary to the Board of Education

IN WITNESS WHEREOF, I certify that the Allegiance STEAM Academy Board of Directors has adopted, agreed to, and accepted this *Chino Valley Unified School District Resolution No. 2017/2018-33 and Findings of Fact to Conditionally Grant the Allegiance STEAM Academy Thrive Charter School Petition* on this December __, 2017.

Signature: _____
Please print name and title:
On behalf of Allegiance STEAM Academy



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BOARD OF EDUCATION: Andrew Cruz • Pamela Feix • Irene Hernandez-Blair • James Na • Sylvia Orozco • SUPERINTENDENT: Wayne M. Joseph

CHARTER SCHOOL MEMORANDUM OF UNDERSTANDING

Between Chino Valley Unified School District

And

**Allegiance STEAM Academy, Inc. operating
Allegiance STEAM Academy Thrive Charter School**

January 18, 2018

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Attached:

SCHEDULE A – Charter School Reporting and Monitoring Activity

SCHEDULE B – Electronic Posting of Charter School Documents

SCHEDULE C – Charter School Pre-Opening Requirements

SCHEDULE D – Charter-Specific Conditions

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU” and “Agreement”) is made and entered on or before this 21st day of December, 2017 by and between the Chino Valley Unified School District (“District” and “CVUSD”) and Allegiance STEAM Academy, Inc. (“Non-Profit”). Hereinafter, the District and Non-Profit shall be collectively referred to as “the Parties.”

1. Purpose of Memorandum of Understanding

- 1.1.** The State of California enacted the Charter Schools Act of 1992 (“The Act”) authorizing the formation of charter schools with the intent that charter schools improve student learning through a variety of means, including increased learning opportunities, innovative teaching methods, performance-based accountability, and expanded choice for parents within the public school system. The Act authorizes the District’s governing board, the CVUSD Board of Education, to grant charter petitions under specified circumstances.
- 1.2.** On December 14, 2017, the CVUSD Board of Education conditionally granted, through CVUSD Resolution No. 2017/2018-33, the Non-Profit’s October 16, 2017 charter petition (the “Charter”) for the establishment and operation of Allegiance STEAM Academy Thrive Charter School (the “Charter School”). Unless otherwise stated, for the purposes of this MOU, the terms Charter School and Non-Profit are used interchangeably, with the duties and responsibilities of the Charter School and Non-Profit being the same under this Agreement.
- 1.3.** Non-Profit is a California non-profit public benefit corporation (California Secretary of State Entity Number C4040794) which manages and operates the Charter School. Non-Profit is responsible for the Charter School’s compliance with the Charter, with this MOU, and with state and federal law. Non-Profit shall provide evidence of its legal status and good standing upon request of the District.
- 1.4.** The fundamental interest of the District is, on a continuing basis, to be reasonably assured for the term of the Charter that Non-Profit is: (1) implementing all of the terms and provisions of the Charter as granted; (2) complying with all of the terms and provisions of this MOU; (3) obeying all requirements of federal, state, and local law; (4) operating prudently and soundly in all respects; and (5) providing a sound education for the Charter School’s students.
- 1.5.** The Parties recognize that there are many matters related to the legally compliant operation of the Charter School and the effective oversight of Non-Profit by the District that go beyond the provisions included in Non-Profit’s Charter and require further clarification. This MOU is intended to address those matters that may not have been covered in the Charter, to provide guidance to the Charter School on the District’s

oversight policies and procedures, and to outline the Parties' respective fiscal and administrative responsibilities and legal relationships. The District also acknowledges that the operation of the Charter School is to be solely carried out by Non-Profit.

- 1.6. The Parties agree that Charter School shall not charge tuition, shall be nonsectarian, and pursuant to Education Code section 200, shall be open to all students regardless of actual or perceived race, ethnicity, national origin, gender, gender identity, gender expression, sexual orientation, religion, socioeconomic status, disability, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code. In addition to these nondiscrimination provisions, the Non-Profit and Charter School shall not discriminate against applicants or employees on the basis of race, ethnicity, color, religion, sex, gender, gender identity, gender expression, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, disability, medical condition, genetic information, military and veteran status, or any other characteristics protected by state or federal law. Non-Profit acknowledges and agrees that it shall comply with all applicable federal and state nondiscrimination laws and regulations as they may be amended.
- 1.7. To the extent that Non-Profit wishes to contract with the District for any services to the Charter School beyond those specified in this agreement, a separate written contract with the District shall be required.

2. Term of Memorandum of Understanding

- 2.1. This Agreement shall cover the term of the Charter for the two (2) fiscal years, commencing on July 1, 2018, and ending on June 30, 2020 ("Term"). The "effective date" of the Charter is July 1, 2018. This MOU will automatically expire upon the expiration, termination, or revocation of the Charter.
- 2.2. The MOU and Charter shall automatically terminate if the CVUSD Board of Education determines by CVUSD Resolution at a duly noticed CVUSD Board of Education meeting that Non-Profit violated any terms or provisions of this Agreement, that Charter School violated any terms or provisions of the October 16, 2017 Charter, that Non-Profit violated any terms or provisions of any Memoranda of Understanding between CVUSD and Non-Profit, or that Non-Profit violated any federal, state, or local law.
- 2.3. Renewal of the Charter and this MOU shall be based, in part, on compliance with all of the terms and provisions set forth in this Agreement at Section 25, CVUSD Board Policy, and state and federal law.
- 2.4. This MOU between the District and Non-Profit shall include Schedules A, B, C, and D.

- 2.5. Any modification of this MOU must be made in accordance with Section 32: Amendment and Waiver.

3. Operation of Charter School

- 3.1. Charter School is a public charter school that shall be operated pursuant to the Charter and this MOU and all specific conditions required by the CVUSD Board of Education as stated in the December 14, 2017 CVUSD Resolution No. 2017/2018-33. The conditions under which the Charter was granted are enumerated in Schedule D to this MOU. Should the District determine that the Non-Profit has failed to comply with any of these conditions, the action granting the Charter shall be nullified and the Charter deemed to have been denied.
- 3.2. Charter School shall operate with grades K-8 in the 2018-19 academic year and grades TK-8 for the remainder of the Term. Charter School may enroll 660 students by the end of the Term, as projected in the Charter.
- 3.3. In the event of a conflict between the law and the terms of this MOU, the law shall prevail, and any such conflicting terms shall be severed from this Agreement and nullified. However, to the extent that this MOU is inconsistent with any of the terms of the Charter, the terms of this MOU shall supersede the terms of the Charter, unless otherwise agreed in writing by the Parties. The Parties further agree to jointly make any modification to this MOU or the Charter needed to effectuate changes in state or federal laws following the execution of this MOU.

4. Governance and Management

- 4.1. The Charter School shall operate consistent with California Education Code section 47604(a). Non-Profit acknowledges, as is stated in the Charter, that Non-Profit is a separate legal entity and the District, is not liable, under any circumstances, for the debts and/or obligations of Non-Profit or the Charter School, as per California Education Code section 47604(c).
- 4.2. Non-Profit (C4040794) shall maintain non-profit, public benefit corporation status.
- 4.3. The District reserves the right to appoint a voting representative to the Non-Profit Board of Directors as stated in the Charter and in accordance with California Education Code section 47604(b).
- 4.4. Non-Profit shall comply at all times with all laws which generally apply to public agencies and to comply with all federal or state laws (which may be amended from time to time), including, but not limited to the following:

- The Ralph M. Brown Act (“Brown Act”) (Cal. Gov. Code §§ 54950 *et seq.*);
- The California Public Records Act (Cal. Gov. Code §§ 6250 *et seq.*);
- State conflict of interest laws, including but not limited to the Political Reform Act (Cal. Gov. Code §§ 1090 *et seq.*; Cal. Gov. Code §§ 87100 *et seq.*);
- The Child Abuse and Neglect Reporting Act (Cal. Penal Code §§ 11164 *et seq.*);
- The Individuals with Disabilities Education Rights Act (“IDEA”) (20 U.S.C. §§ 1400 *et seq.*);
- The Americans with Disabilities Act (42 U.S.C. §§ 12101 *et seq.*);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 794 *et seq.*);
- The U.S. Civil Rights Act, including Title VII of the 1964 Civil Rights Act;
- The California Fair Employment and Housing Act (“FEHA”) (Cal. Gov. Code §§ 12900 *et seq.*);
- The Age Discrimination in Employment Act (“ADEA”) (29 U.S.C. §§ 621 *et seq.*);
- Education Code section 220 *et seq.* (pertaining to nondiscrimination);
- The Uniform Complaint Procedures (5 C.C.R. §§ 4600 *et seq.*);
- The Family Educational Rights and Privacy Act (“FERPA”) 20 U.S.C. §§ 1232 *et seq.*);
- Local Control Funding Formula (California Assembly Bill 97, as codified); and
- All state and federal laws and regulations concerning the improvement of student achievement, including but not limited to any applicable provisions of the Every Student Succeeds Act of 2015.

4.5. Records - Non-Profit agrees that all of its records, including those submitted to the District, shall be treated as public records subject to the requirements of the Public Records Act, as well as California Education Code section 47604.3.

4.6. Non-Profit Board of Directors shall not, at any time, create or contract with a Charter Management Organization, Education Management Organization, related parties, or affiliated partnerships.

5. Required Documentation

5.1. Non-Profit shall provide the District with all documents listed and described in Schedule A, attached and incorporated herein by this reference, by the dates specified therein.

5.2. Non-Profit shall provide the District with up-to-date versions of all documents listed and described in Schedule A by August 1 of each year of the Term, or as otherwise specified in Schedule A.

5.3. In the event of any change in the documents specified below and in Schedule A, an updated version shall be delivered to the District office and emailed within ten (10) business days of the date the change is approved by the Non-Profit Board of Directors:

- *Articles of Incorporation*
- *Bylaws*
- *Conflict of Interest Policy and all Required Filings of Charter School employees and directives under such Policy*
- *Roster of Non-Profit Board of Directors and all alternative members*
- *Schedule of Board of Directors meetings and modifications, including special meetings*
- *Name and contact information for Charter School leaders (CEO/Principal, etc.)*
- *Name and contact information for Charter School primary financial contact (Director of Business Services, back-office services provider, etc.)*
- *Board agendas for all regular, special, and emergency meetings*
- *Board minutes as adopted for all regular, special, and emergency meetings*
- *Updated list of all student enrollment*
- *Updated list of all Charter School employees*

- *All Budget Filings required by California Education Code section 47604.3*

- 5.4. Non-Profit shall promptly respond to all inquiries by the District and its designees and any other authorized agency, including but not limited to financial inquiries made to the Charter School.
- 5.5. Pre-Opening Documentation: Non-Profit shall provide the District with all the documents listed and described in Schedule C, attached and incorporated herein by this reference, by the dates specified therein.
- 5.6. Providing all documents listed in Schedule C, to the sole satisfaction of District, is a condition of the opening of the Charter School. In the event that the CVUSD Board of Education determines that the Non-Profit has failed to comply with any of these Pre-Opening requirements, the action granting the charter shall be nullified and the Charter deemed to have been denied.

6. Public Information: Website Posting

- 6.1. Non-Profit shall post on the Charter School's website all of the documents listed and described in Schedule B, attached and incorporated herein by this reference, by the dates specified therein.
- 6.2. Non-profit shall promptly update all such postings whenever any of the information changes, in no event later than ten (10) business days after the change.

7. Governing Board Activities

- 7.1. The Non-Profit Board of Directors shall conduct all public meetings at such intervals as are necessary to ensure that the Non-Profit Board of Directors is providing sufficient direction to Non-Profit and the Charter School through implementation of effective policies and procedures, but in no event, less than once a month. Board meetings of Non-Profit shall be conducted pursuant to the requirements of the Ralph M. Brown Act (Cal. Gov. Code §§ 54950 *et seq.*) (the "Brown Act").
- 7.2. Non-Profit shall ensure that all members of the Non-Profit Board of Directors and all administrative support staff, including office clerical staff, have participated in training on the requirements of the Brown Act and the Political Reform Act. Verification of such training shall be provided as specified in Schedule A and C.
 - 7.2.1. All agendas and all agenda backup documents, including agendas for approval, shall be provided to the District electronically in advance of the board meeting when posted. All such postings shall be in conspicuous physical location(s),

including all school sites and Non-Profit offices, and on Charter School's website, in accordance with the Brown Act.

- 7.2.2. Approved minutes of each Non-Profit Board of Directors meetings shall be provided to the District within two (2) business days of approval, as specified in Schedule A. Approved minutes shall be posted as specified in Schedule B.
- 7.2.3. All Non-Profit Board of Directors meetings, agendas, and minutes shall be maintained for public inspection at the designated office of Non-Profit during normal business hours and shall be made available promptly upon request in hard copy at all locations of the Charter School.
- 7.2.4. The Non-Profit shall make audio or video recordings of all the Non-Profit Board of Directors meetings. Non-Profit shall provide District with copies of such recordings within two (2) days of the meeting, as specified in Schedule A.

8. Human Resources Management

- 8.1. Non-Profit is deemed the exclusive employer of the employees of the Charter School for the purposes of the Educational Employment Relations Act ("EERA") under California Government Code section 3540, *et seq.* Non-Profit agrees that it is solely responsible for employment, management, dismissal, and discipline of its employees.
- 8.2. Non-Profit shall distribute a copy of its current employee handbook to every employee at the Charter School each year. At a minimum, the handbook shall include a statement that Non-Profit is the exclusive employer of employees and has sole responsibility for employment, management, dismissal, and discipline of its employees. It shall also include, at a minimum, specific expectations for employee performance and behavior, any due process rights of employees related to disciplinary actions (including termination), compensation and benefit information, and a description of both informal and formal complaint procedures that employees may pursue in the event of disagreements. Such handbook shall be provided to the District and posted on the Charter School's website at all times, as provided in Schedules A and B.
- 8.3. At all times during the Term of the Charter, all employees of Non-Profit assigned work with or at Charter School, volunteers who will be performing services at Charter School that are not under the direct supervision of a school employee, and onsite vendors having unsupervised contact with students of Charter School shall submit to background checks and fingerprinting in accordance with California Education Code section 45125.1. Charter School shall provide CVUSD a certification that all employees, volunteers, and vendors (as applicable) have clear criminal records summaries to the extent required by law prior to their having any unsupervised contact with Charter School's students. Charter School shall maintain on file and keep available for inspection during site visits,

evidence that Charter School has performed criminal background checks for all employees and documentation that vendors and volunteers have completed and cleared all required criminal background checks prior to any unsupervised contact with students. Charter School shall also ensure that it requests and receives arrest notifications for all employees from the Department of Justice and the Federal Bureau of Investigation to ensure the ongoing safety of the students. Upon request, Charter School shall provide a copy of the Department of Justice or the Federal Bureau of Investigation confirmation of Custodian of Records status for each Custodian of Records.

- 8.4.** As specified in Schedule A and Schedule C, Non-Profit shall provide the District with proof that all of the Charter School's teachers and administrators hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which teachers in other public schools are required to hold, except as otherwise exempted by the Act. Non-Profit will have documentation on file of all certificated credentials for inspection upon request.
- 8.5.** If Non-Profit offers employees of the Charter School the opportunity to participate in STRS or PERS, Non-Profit shall be responsible for contracting with the San Bernardino County Office of Education for reporting purposes and for payment of all costs that are associated with such reporting.

9. Charter School Students

- 9.1.** Charter School shall be open to all students. The Charter School shall adopt and adhere to anti-discrimination policies that are consistent with law and prohibit unlawful discrimination against any protected group. Protected groups under Title IX and in California are enumerated by California Government Code sections 11135 and 12940, and California Education Code sections 200 and 220, and include actual or perceived sex, sexual orientation, gender, gender identity, gender expression, ethnicity, race, ancestry, national origin, relation, color, mental or physical disability, genetic condition or information, and age, as well as association with a member of any protected class. Additionally, it is the policy of the State of California, pursuant to California Education Code section 200 that all persons should enjoy freedom from discrimination and/or harassment of any kind in the educational institutions of the state. This includes sexual harassment, which is a form of sex discrimination. (Cal. Educ. Code § 231.5.)
- 9.2.** Non-Profit shall make a serious and consistent effort to recruit students to Charter School to achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the District, and shall annually provide documentation of such efforts and the relative success thereof to the District.
- 9.3.** If a Charter School student is expelled or leaves the charter school without graduating or completing the school year for any reason, Charter School shall notify the CVUSD

Superintendent of the student's last known address within 30 days (pursuant to Cal. Educ. Code § 47605(d)(3)), and shall maintain records of such notifications during the Term of this Agreement for District review upon request.

- 9.4.** The Charter School hereby designates the CVUSD Superintendent and designees as having a legitimate educational interest such that they are entitled upon request to access to the Charter School's education records under the Federal Education Rights and Privacy Acts ("FERPA") and related state laws regarding student records. District, Charter School, and their officers and employees shall comply with FERPA and state laws regarding student records at all times.

10. Required Disclosures

10.1. Non-Profit shall immediately notify the District of any potential, anticipated, pending or actual litigation and/or claim, unfair labor practice charge, or any claims against the Charter School made with any agency of the State of California from any party, or notice of potential infraction, criminal or civil action against Non-Profit, the Charter School or any employee, agent or volunteer that may involve or affect Non-Profit or the Charter School. In addition, Non-Profit shall immediately notify District of any request for information by any governmental agency or entity about the Non-Profit or the Charter School.

10.2. If Non-Profit seeks any loans or advance receipt of funds for the Charter School, it shall establish a fiscal plan for repayment in advance of receipt of such loans. Non-Profit shall provide advance written notice to the District specifying its intent to apply for a loan or any advance of funds for the Charter School. Advance notice shall include a description of the need for the loan, the amount, the terms of the proposed loan and repayment, including a cash flow schedule. If a loan is received, Non-Profit shall, at the time of deposit of any sums which are loans to Non-Profit for the Charter School, provide District with all loan documents, all minutes of Non-Profit Board of Directors meetings at which such loan was approved, and a plan for repayment with an updated cash flow schedule.

11. Health and Safety Plan

11.1. Annually on August 1, the Charter School shall provide the following information to CVUSD, make updates as quickly as possible whenever the information changes, and post on the Charter School website a copy of all policies and procedures as follows:

11.1.1. Evidence that Charter School staff have been trained in health, safety, and emergency procedures;

11.1.2. A calendar of emergency drills for Charter School students;

- 11.1.3. Charter School’s Student Discipline policies and procedures used by Charter School that relate to due process requirements for any form of discipline;
- 11.1.4. Charter School’s Child Abuse Reporting police and procedures and annual training of mandated reporters;
- 11.1.5. Charter School’s Dress Code policy;
- 11.1.6. Charter School’s Code of Conduct policy;
- 11.1.7. Charter School’s Anti-Bullying policy;
- 11.1.8. Charter School’s Tuberculosis Risk Assessment, as required by law;
- 11.1.9. Charter School’s Suicide Prevention and Postvention Policy;
- 11.1.10. Charter School’s health, safety, and emergency plan for students and employees that addresses, at a minimum, fire emergencies, earthquakes and other natural disasters, civil disorder, accidents, injuries, active shooter, and other threats to the health and safety of students and staff;
- 11.1.11. Charter School’s Disaster/Emergency response plan.

12. Insurance and Risk Management

12.1. Non-Profit shall procure from an insurance carrier licensed to do business in the State of California or a qualified joint power authority registered with the California Department of Industrial Relations, rated as A.M. Best A-, VII or better, and keep in full force during the term of the Charter, at least the following insurance coverage for itself and the Charter School:

- 12.1.1. Property Insurance – against fire, vandalism, malicious mischief and such other perils as are included in “special form” coverage insuring all of Non-Profit’s trade fixtures, furnishings, equipment and other personal property. The property policy shall include “extra expense” coverage and shall be in an amount not less than 100% of the replacement value. The property insurance policy shall have a limit of not less than twenty-five million dollars (\$25,000,000).
- 12.1.2. General Liability – In an amount not less than two million dollars (\$2,000,000) per occurrence and twenty five million dollars (\$25,000,000) in total general liability insurance for bodily injury arising out of or connected to the Non-Profit’s premises and operations. Non-Profit shall also maintain errors and

omissions/educators legal liability, sexual abuse and molestation coverage, and employment practices legal liability coverage of Non-Profit, its governing board, officers, agents, or employees of the Charter School with limits of not less than the amount stated above.

- 12.1.3.** Workers' Compensation – In accordance with the provisions of the California Labor Code, insurance adequate to protect Non-Profit from claims under Workers' Compensation Acts which may arise from its operation of the Charter School, with statutory limits, and Employer's Liability coverage with limits of not less than five million dollars (\$5,000,000) per accident or disease, and five million dollars (\$5,000,000) in the aggregate.
- 12.1.4.** Automobile insurance – for all owned (if applicable), non-owned, borrowed, leased or hired automobiles in an amount not less than one million dollars (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:
- *Blanket contractual;*
 - *Broad form property damage;*
 - *Products/completed operations; and*
 - *Personal injury*
- 12.1.5.** Crime insurance – Non-Profit shall maintain crime insurance in an amount not less than five million dollars (\$5,000,000) in the aggregate, with no self-insured retention, to cover all Charter School employees who handle, process, or otherwise have responsibility for Charter School funds, supplies, equipment or other assets.
- 12.1.6.** Cyber Liability insurance – Non-Profit shall maintain cyber liability insurance with limits not less than two million dollars (\$2,000,000) in the aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Charter School employees and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringements of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- 12.2.** In addition, Non-Profit shall institute a risk management plan, including policies and practices to address reasonably foreseeable occurrences, and shall provide the District with such plan and with annual certification that such policies and practices have been implemented at the Charter School.
- 12.3.** Non-Profit shall provide certificates of insurance coverage to the District as provided in Schedule A.
- 12.4.** All liability insurance policies required under this section shall be endorsed to name the District and its employees and agents as additional insured and that such insurance policy(ies) shall be primary and any insurance or self-insurance maintained by District and/or its employees shall not be required to contribute with it.

13. Indemnification

- 13.1.** Non-Profit and the Charter School shall hold harmless, defend, and indemnify the District, its officers, agents and employees, from every demand, liability, claim, causes of action, suits, or liabilities of whatever nature of kind, including, but not limited to actions or investigations by state and federal agencies to recover funds, attorney's fees and litigation costs, that arise out of or relate to any actual or alleged act, omission, or crime on the part of Non-Profit, Charter School, or its current and former officers and employees. In cases of such liabilities, claims, or demands, Non-Profit, at its own expense and risk, shall defend with legal counsel approved by the District all legal proceedings which may be brought against the District and its officers and employees, and shall satisfy any resulting judgments up to the required amounts that may be rendered against any of them.
- 13.2.** Non-Profit shall not have the legal authority to enter into a contract that would in any way bind the District, nor to extend the credit of the District to any third person or party. Non-Profit shall clearly indicate to vendors and other entities and individuals outside the District with which or with whom Non-Profit enters into an agreement or contract that the financial obligations of Non-Profit under such agreement or contract are solely the responsibility of Non-Profit and are not the responsibility of the District.
- 13.3.** Charter School shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter "District" and "CVUSD Personnel") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and/or CVUSD Personnel, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, Charter School's performance under this Agreement or the Charter, the condition or use of Charter

School's facilities, or any acts, errors, negligence, omissions or intentional acts by Charter School, its board of directors, administrators, employees, agents, representatives, volunteers, successors and assigns.

13.4. Pursuant to California Education Code section 47604(c), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of Charter School, or for claims arising from the performance of acts, errors, or omissions by Charter School, if the authorizing entity has complied with all oversight responsibilities required by law.

13.5. The Indemnification provisions 13.1 through 13.4 shall survive termination of this Agreement.

14. Facilities

14.1. In the event that the Charter School receives facilities from District, the Charter School shall agree to a Facilities Memorandum of Understanding, as prepared by the District, pursuant to California Education Code section 47614 prior to August 1, 2018.

14.2. District may conduct a site review to determine that the facilities are clean, safe, Americans with Disabilities Act (“ADA”) compliant, and have the necessary local approvals to operate.

14.3. In the event that the Charter School seeks to open an additional school site (whether to serve a classroom or non-classroom program), Non-Profit shall submit a request for a material revision of its Charter to the CVUSD Board of Education for approval, pursuant to Section 24 of this MOU. District Board approval must be obtained before any additional sites can begin operation.

15. Food Service and Transportation

15.1. Charter School shall provide for each needy pupil, one nutritionally adequate free or reduced-price meal during each school day as described under California Education Code section 49550. Needy children shall be defined as those children who meet federal eligibility criteria for free and reduced price meals as defined in California Education Code section 49531.

15.2. Non-Profit shall be solely responsible for all costs of transportation offered by Non-Profit to students who enroll in the Charter School, including but not limited to any and all transportation required in any student IDEA Individual Education Plan or Rehabilitation Act Section 504 Plan or by state and/or federal law.

16. Educational Program

16.1. Charter School shall implement a rigorous, standards-based, STEAM-focused instructional program, as stated in the Charter. Charter School shall also:

16.1.1. Provide educationally engaging content taught by well-prepared teachers using effective strategies.

16.1.2. Develop a Charter School STEAM professional learning plan for all Charter School teachers and administrators. In doing so, Charter School shall facilitate high quality professional learning opportunities for educators to ensure that every student has access to teachers who are prepared to teach and facilitate student learning to the levels of rigor and depth required by the California Next Generation Science Standards (“NGSS”). Professional learning opportunities shall include professional learning three-dimensional (3D) teaching and learning (Science and Engineering Practices, Disciplinary Core Ideas, and Crosscutting Concepts); science for all students; and connections to other applicable California state standards by topic and grade span.

16.1.3. Provide California NGSS-aligned instructional resources designed to meet the diverse needs of all Charter School students.

16.1.4. Develop and transition to California NGSS-aligned assessments that supports the improvement of teaching and learning and provide information that may be used for accountability.

16.1.5. Collaborate with parents, guardians, and the early childhood and expanded learning communities to integrate the California NGSS into programs and activities beyond the TK-8 school setting.

16.1.6. Differentiate STEAM-based instructional programs based on targeted student populations and needs, such as grades TK-5 students and grades 6-8 students, incorporating the NGSS standards as stated on the California Department of Education website located at www.cde.ca.gov/pd/ca/sc/ngssstandards.asp.

16.2. Charter School shall promote equity and access to instructional resources for all students, including students with special needs, English learners, and gifted and talented students as follows:

16.2.1. Integrate the principles of Universal Design for Learning in creating and delivering accessible curriculum and lesson plans;

- 16.2.2. Model and highlight the benefits of collaborative lesson planning (between special education and general education);
- 16.2.3. Reinforce the importance of adopting materials that embed differentiated learning strategies for all students;
- 16.2.4. Ensure that every student receives access to grade level science standards utilizing appropriate accommodations; and
- 16.2.5. Integrate the California Environment Principles and Concepts into creative learning designs so that all students have access to environment-based learning inside and outside the classroom.

16.3. Charter School shall not implement an independent study program for its students during the Term.

17. Accounting for Academic Performance

17.1. Non-Profit shall comply with and adhere to the state requirements for participation and administration of all state mandated tests for the Charter School.

17.2. The Charter School shall comply with California Education Code section 47606.5 (regarding Local Control Accountability Plans), as that statute may be amended from time to time, as well as its implementing regulations, if any. The Charter School's final adopted Local Control Accountability Plan ("LCAP") shall be provided to the District by June 30, 2018 and annually thereafter unless a different date is established by law. The Parties acknowledge that material revision of the Charter may be necessary to align the LCAP with the Charter's Measurable Pupil Outcomes, and that results reported on the LCAP may be relied upon by the District in making decisions on material revisions, charter renewal, and replication of charter schools.

17.3. Non-Profit shall present quarterly updates and/or reports regarding the Charter School's academic performance to the CVUSD Board of Education during the school year.

18. Services for Students with Disabilities

18.1. It is the intent of the Parties that the Charter School shall be its own local educational agency, pursuant to Education Code section 47641, subdivision (a). The Charter School will serve as its own local educational agency ("LEA") for the purposes of special education, and as such, the Charter School is solely responsible, at its own expense, for ensuring that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in conformity with their individualized education programs and in compliance with the IDEA (20 U.S.C. §§ 1400 *et seq.*), its

implementing regulations and all applicable state and federal law. (34 C.F.R. § 300.209(c); Cal. Educ. Code § 47646(a).) Non-Profit shall act as its own LEA in the El Dorado County Charter Special Education Local Planning Area (“SELPA”), or as a duly constituted SELPA approved by the State of California. The Non-Profit shall provide District, as specified in Schedules A and C, with a copy of the Local Plan and documentation of the status of the Charter School as an LEA in good standing with the El Dorado County Charter SELPA or as a state-approved SELPA as soon as possible.

18.2. All students enrolled at the Charter School are entitled to special education services provided in a similar manner to students enrolled in other public schools. The Charter School shall provide a free appropriate public education for each student with a disability in accordance with the local plan of the El Dorado County Charter SELPA. This means that students with disabilities must have available to them a continuum of placements in the setting that will meet their individual needs, ranging from full time in a regular classroom to full time in a special setting.

18.3. Special Education Funding – The cost of all special education services and instruction shall be borne by the Charter School. The District will pass-through the AB602 funds based on the Charter School P2 ADA designated from the SELPA. Any special education funding received from the District by the Charter School that is not used for special education expenditures shall be returned to the District.

18.4. Section 504 of the Rehabilitation Act of 1973 – The Charter School shall be solely responsible for its compliance with Section 504 of the Rehabilitation Act of 1973. The Charter School recognizes its sole legal responsibility to ensure that no qualified person with a disability shall, on the basis of the disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter School. Any student who has an objectively identified disability which substantially limits a major life activity such as learning is eligible for accommodation by the Charter School.

18.5. The Charter School agrees to fully and promptly comply with requests for information made by the District with regard to special education services and individual students at the Charter School. The District may establish regular meetings with Non-Profit special education coordinator for purposes on reviewing special education and/or Section 504 compliance. The District may also take action to monitor the Charter School to ensure that special education and/or Section 504 services are being provided as required by law and applicable SELPA policy. The Charter School shall provide an annual report on special education to the District, including but not limited to the following:

18.5.1. California Special Education Management Information System (“CASEMIS”) data;

- 18.5.2. Enrollment data;
- 18.5.3. Discipline data for students with disabilities;
- 18.5.4. Performance data for students with disabilities;
- 18.5.5. Qualifications of faculty and staff;
- 18.5.6. Copy of LEA plan;
- 18.5.7. State compliance complaints and due process filing; and
- 18.5.8. If applicable, any state monitoring process (i.e. verification review, program indicator review).

18.6. Non-Profit shall develop, maintain, and implement policies and procedures to ensure that eligible students with disabilities are properly identified, assessed by qualified assessors and IEPs or 504 Plans for the students are properly established, implemented and complied with such that a Free and Appropriate Public Education (“FAPE”) in the Least Restrictive Environment (“LRE”) is provided in accordance with state and federal law. Such policies, shall, as specified in Schedule A, be provided to District.

18.7. If Charter School fails to become a member of the El Dorado County Charter SELA on or before July 1, 2018, the Parties expressly agree to execute a Special Education Services Memorandum of Understanding.

19. Funding

19.1. Charter School is eligible for a general-purpose entitlement and supplemental funding allocated through the Local Control Funding Formula (“LCFF”) under California Education Code sections 42238 *et seq.* In addition to LCFF funding, the Charter School may continue to receive Block Grant Funding for eligible expenses from prior years consistent with state law. It shall be the responsibility of the Charter School to apply for funding beyond the basic statutory entitlements of the base grant due to the Charter School under LCFF.

19.2. In the event that the District seeks and receives a voter approved bond, parcel tax, etc., the Charter School and Non-Profit shall have no entitlement to any portion of the funds unless otherwise negotiated in advance and agreed to in writing. Non-Profit agrees that it and the Charter School have no entitlement to funds currently being received, if any, by the District under former parcel tax or bond elections.

- 19.3.** It is agreed that all loans sought by Non-Profit for the Charter School shall be the sole responsibility of Non-Profit. In no event shall the District have any obligation for repayment of such loans. Non-Profit shall provide the District with a copy of all loan applications. If Non-Profit's loan application(s) is approved by the prospective lender, Non-Profit shall provide the District with a copy of all executed loan documents.
- 19.4.** The District shall not advance any funds to Non-Profit for the Charter School. In addition, the District shall not act as or provide a line of credit to Non-Profit for the Charter School.
- 19.5.** The Parties agree that the District shall not act as fiscal agent to Non-Profit or the Charter School. It is agreed that Non-Profit shall be solely responsible for all fiscal services for the Charter School such as payroll, purchasing, attendance reporting, and completion and submission of state budget forms. District shall process and transfer to Non-Profit all payments received by the District for the Charter School in a timely fashion.
- 19.6.** Non-Profit and the Charter School shall use all revenue received from state and federal sources only for the Charter School's operations and educational services for the benefit of the students enrolled and attending the Charter School. Sources of funding must be used in accordance with applicable state and federal statutes, and the terms or conditions, if any, of any grant or donation.

20. Attendance Reporting

- 20.1.** Charter School shall use commercially available attendance accounting software (such as Power School, SASI, etc.) for student attendance accounting. Charter School shall submit enrollment and attendance data as required to receive apportionment of funding according to the deadlines specified in Schedule A. District staff will review and certify the accuracy of the Charter School's attendance data only when all documentation has been submitted and is accurate. Attendance data submitted without the requisite detail will not be processed and may result in a delay of funding to the Charter School.
- 20.2.** Non-Profit shall make available to District on request all back-up attendance documents. Non-Profit shall, as specified in Schedule A, submit monthly summary reports, due the 15th of every month, of enrollment and average daily attendance ("ADA").
- 20.3.** Weekly site-based attendance sheets, signed and dated by teachers, and evidence of contact made with parents when students are absent from school, e.g. parent contact log, absence log, etc., shall be maintained by Charter School, and may be reviewed by District during site visits.

21. Financial Reporting

- 21.1.** Non-Profit is required by California Education Code section 47604.33 to submit periodic financial reports of revenues, expenditures, and reserves. In order to meet statutory timelines for financial reporting, Non-Profit shall submit such reports to District for review, using the state software or the Charter School Alternative Reporting form, as specified in Schedule A. Specified back-up information shall be consistently provided for each reporting period. Any significant changes in the budget or interim reports from one period to the next must be explained in writing. The District may request additional information, as necessary, to evaluate the fiscal condition of the Charter School.
- 21.2.** The Parties agree that maintenance of a sufficient level of funding reserve is in the best interest of the Charter School and its successful operation. Accordingly, Non-Profit shall maintain reserves of no less than five percent (5%) for the Charter school based upon the total expenditure and other uses of Non-Profit's Adopted Budget for the fiscal year.

22. Annual Audit

- 22.1.** As specified in Schedule A, Non-Profit shall submit an annual independent financial audit in accordance with California Education Code sections 47605.6(m) and 41020(h), as applicable, to the State Controller's Office, the District, and the California Department of Education ("CDE") no later than December 15 of each year. In order for Non-Profit to receive a favorable recommendation for renewal, corrective action plans shall have been implemented in a timely manner to the satisfaction of the District for any findings or exceptions identified in each annual audit, such that there are no continuing prior year findings or deficiencies identified in the following year. The audit shall be conducted by an auditor from the list approved by the State Controller's Office. The District shall be notified of Non-Profit's selection of an auditor, as specified in Schedule A.
- 22.2.** In addition to Non-Profit's financial statements for the Charter School, the audit shall include, as applicable, but not limited to, review of contemporaneous records of attendance and annual instructional minutes, and such other reviews as required by law for the audit of charter schools.

23. Monitoring and Oversight

- 23.1.** The District will conduct at least one (1) visit to the Charter School annually in accordance with the Act. The information gathered will be used to assess the Charter School's progress in governance and organizational management, educational performance, fiscal operations and fulfillment of the terms of the Charter and this MOU. A school site visit may include, but is not limited to, review of the facility, review of records maintained by Non-Profit for the Charter School, interviews with the management of Non-Profit, Non-Profit employees working at the Charter School

including the site CEO/Principal, and the Charter School's students and parents/guardians, as well as observation of instruction in the classroom(s). Any deficiencies will be reviewed with Non-Profit staff. The evaluations for each year will be used, in addition to other information and reports, to determine a renewal decision.

23.2. The District reserves the right to make unannounced visits to the Charter School at any time.

23.3. Non-Profit shall be charged an annual oversight fee by District for the cost of oversight, monitoring, and reporting that concerns the Charter School in accordance with California Education Code section 47613, with such fees being at 1% of the general purpose revenue received by the Charter School, as defined in California Education Code section 47632. The oversight fees shall be invoiced quarterly by District, with payment due and payable within 30 days of receipt.

23.4. Pursuant to the Charter, Non-Profit shall pay the District an annual fee for employment of a CVUSD Charter School Coordinator ("Charter School Coordinator Fee") that is responsible for oversight of the Charter School. This Charter School Coordinator Fee shall be a base amount of one hundred and fifty thousand dollars (\$150,000.00) for 2018-2019 Year 1, plus statutory benefits and Health & Welfare benefits. The Charter School Coordinator Fee base amount shall increase by five percent (5%) every fiscal year thereafter. The Charter School Coordinator Fee shall be due and payable in four installments, each payment in equal amount due on the first day of each fiscal quarter (July 1, October 1, January 1, April 1), beginning on January 1, 2019. Non-Profit shall include the Charter School Coordinator Fee in the Charter School's Adopted Budget as a line item.

24. Material Revisions to Charter

24.1. Changes to the Charter deemed to be material revisions may not be made without prior approval from the District per California Education Code section 47607. Changes to the Charter considered to be material revisions include, but are not limited to, the following:

24.1.1. Substantial changes to the educational program, mission, or vision of the Charter School, including the addition or deletion or a major program component that is a distinctive feature of the Charter School, such as STEAM, language immersion, grade level grouping, arts integration, etc.

24.1.2. Adding a classroom-based or non-classroom based program and/or facility not expressly authorized by the Charter.

24.1.3. Changes in enrollment that represent an increase or decrease from the annual enrollment originally projected in the charter petition by more than ten percent

(10%) in any grade level or ten percent (10%) of total enrollment in any given year.

- 24.1.4.** Addition or deletion of grades or grade levels to be served, for the program as a whole or in a given year, not expressly authorized by the Charter, or otherwise required by law.
- 24.1.5.** Changes to location of facilities, including school sites, resource centers, meeting space, or other satellite facility including the opening of a new facility. Temporary locations rented for annual student testing purposes shall be exempt from this provision.
- 24.1.6.** Changing the name of Charter School.
- 24.1.7.** Creating or entering into a contract to be managed or operated by any other non-profit public benefit corporation (or any other corporation or entity), such as an Charter Management Organization, Education Management Organization, related parties, or affiliated partnerships, or revising such a contract.
- 24.1.8.** Changes to admission requirements and/or enrollment preferences identified in Schedule D.
- 24.1.9.** Changes to the governance structure as described in the corporate bylaws, including but not limited to: changes in the authorized number of Board members, method by which sitting Board members are removed, method by which new Board members are selected, addition of a sole statutory member to the Board, and/or provisions that reduce the size of the quorum required for a meeting and/or majority required for action.
- 24.1.10.** Changes to Student Discipline Policies and Procedures.

25. Charter Renewal

- 25.1.** Non-Profit may seek renewal of the Charter prior to expiration of the Term of the Charter in accordance with statutory provisions. Non-Profit shall submit its renewal petition for the next charter term along with a copy of the most recent Local Control Accountability Plan Annual Update to District, no sooner than September 1 of the fiscal year in which Charter School would cease operations without renewal. The CVUSD Board of Education shall review the charter petition, academic and financial performance, audit reports, annual visitation reports, and may conduct a renewal site visit prior to granting or denying the renewal request. The District shall consider increases in pupil achievement for all groups of pupils served by the Charter School as the most important factor in determining whether to grant the requested Charter renewal, as per Education

Code section 47607(a)(3)(A). To the extent required, the charter renewal petition shall be revised in accordance with current statutes and regulations.

26. Charter Revocation

- 26.1.** The District shall have the right to revoke the Charter in accordance with California Education Code sections 47607, 47607.3 or other applicable statute or regulations.
- 26.2.** If the District determines, based on credible report(s), that there is a severe and imminent threat to the health or safety of students and/or staff of the Charter School, and makes such determination in writing, per California Education Code section 47607(d), it may take immediate action to assure the safety and well-being of the students, staff, and community, consistent with California Code of Regulations, title 5, section 11968.5.3. Such immediate action, as deemed appropriate by the District, may include but is not limited to revocation of its charter in accordance with California Education Code subsections 47607(d) and/or (e).

27. Charter School Closure

- 27.1.** At all times during the Term, Non-Profit shall maintain a description of the procedures to be used in the event the Charter School closes, including this MOU, and provide such procedures to the District as specified in Schedules A and C and post them as specified in Schedule B. The procedures must comply with California Code of Regulations, title 5, section 11962.
- 27.2.** In addition to the written notice of closure required to be sent to the District, Non-Profit shall send all other written closure notices to the District, including the written notice to the California Department of Education described at page 114 of the Charter, the written notice to Charter School parents/guardians described at page 114 of the Charter, and the written notice to Charter School employees and vendors as described at page 114 of the Charter.
- 27.3.** In addition to the original student cumulative files and behavior records Charter School shall provide to the District upon closure as described at page 114 of the Charter, Charter School shall provide to the District all original student discipline files and if the Charter School utilizes an online discipline reporting database (such as AERIES), Charter School shall provide the District with the valid username and password to Charter School's online discipline reporting database.
- 27.4.** Non-Profit expressly acknowledges the District's right to fully access copy all student and business records concerning the Charter School at any time after closure procedures have been commenced.

28. Dispute Resolution

- 28.1.** It is expressly agreed by the Parties that the dispute resolution process described herein supersedes that included in the Charter for disputes between Non-Profit and District.
- 28.2.** In the event of a dispute between Non-Profit and the District relating to the Charter or this MOU, which does not involve termination or revocation, the parties shall seek to resolve the dispute using the process described below:
- 28.2.1.** The disputing party shall provide written notice of the dispute to the other party or parties. Notice shall be provided as specified in Section 34 of this MOU.
 - 28.2.2.** The Charter School's designated representative shall meet with the District's designated representative within thirty (30) calendar days of the date of the written notice to attempt informal resolution of the dispute.
 - 28.2.3.** By mutual agreement, in writing, the parties may engage the services of a third-party mediator to assist with informal resolution of the dispute.

29. Severability

- 29.1.** If any provision or any part of this MOU is for any reason held to be invalid, unenforceable, and/or contrary to public policy or statute, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.

30. Venue

- 30.1.** The Parties agree that any legal action to enforce the terms of this Agreement shall be brought in the appropriate court in San Bernardino County, California.

31. Non-Assignment

- 31.1.** No portion of this MOU or the Charter approved by the District may be assigned to another entity without approval of a material revision of the Charter pursuant to Section 24.

32. Amendment and Waiver

- 32.1.** Any waiver, amendment, modification, or cancellation of any provisions of this MOU must be in writing and executed by duly authorized representatives of all Parties specifically indicating the intent of the Parties to modify this MOU. No such amendment or waiver shall be effective absent approval or ratification by the CVUSD Board of Education and the governing board of the Non-Profit.

32.2. Proposed revisions to this MOU may be submitted by any of the Parties at any time, through notice duly given in accordance with Section 34.

32.3. The failure of either Party at any time to require performance of any provision hereof shall in no manner affect the Parties' rights at a later time to enforce such provision.

33. Captions and Section Headings

33.1. The captions and section headings used in the Charter and this MOU are inserted for convenience only and should not affect the meaning or interpretation of the terms of the Charter or this MOU.

34. Notification

34.1. All notices, requests, and other communications under this MOU shall be in writing, mailed or delivered by overnight courier to the proper addresses, and emailed as follows:

To the District at:
5130 Riverside Drive
Chino, California 91710
Attn: CVUSD Superintendent
[Current Superintendent email address]

To Non-Profit at:
Allegiance STEAM Academy
PO Box 2414
Chino, California 91708
Attn: ASA CEO/Principal
[Current ASA CEO/Principal email address]

35. Entire Agreement; Counterparts

35.1. This MOU and attached schedules contain the entire agreement of the Parties with respect to the matters covered herein, and supersede as any oral or written understandings or agreements between the Parties with respect to the subject matter of this MOU. This MOU may be executed in counterparts, each of which shall constitute an original. Facsimile copies of signature pages transmitted to other Parties shall be deemed equivalent to original signatures on counterparts.

All decisions regarding Non-Profit's satisfaction of all of the terms and provisions of the MOU and Schedules are subject to the sole discretion of the CVUSD Board of Education.

Non-Profit agrees that the October 16, 2017 Charter conditionally granted by the CVUSD Resolution No. 2017/2018-33 automatically terminates if the CVUSD Board of Education determines that the Non-Profit failed to meet any terms or provisions of this MOU or any Memoranda of Understanding between CVUSD and Non-Profit, or that Charter School violated any terms or provisions of the October 16, 2017 Charter.

Further, should the Non-Profit Board of Directors fail to approve and accept this MOU on or before December 21, 2017, then the October 16, 2017 Charter shall be deemed denied as of December 14, 2017, the date of the CVUSD Board of Education's conditional grant of the Charter.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____.

Wayne M. Joseph
Superintendent to the CVUSD Board of Education

IN WITNESS WHEREOF, on behalf of the Non-Profit Board of Directors, I certify that the Non-Profit Board of Directors adopted, agreed to, and accepted this *Charter School Memorandum of Understanding between Chino Valley Unified School District and Allegiance STEAM Academy, Inc. operating Allegiance STEAM Academy Thrive Charter School* on this December ____, 2017.

Signature: _____
Please print name and title:
On behalf of Non-Profit/Charter School



SCHEDULE A

Charter School Reporting and Monitoring Activity

All information and documents listed below are to be provided to the CVUSD's designated charter contact person/office by the date shown, unless another date is specified in pre-opening conditions for new schools (Schedule C). Annual updates are required by the dates noted on the schedule. The Charter School shall inform the CVUSD contact person if there are no changes requiring an updated submission. Some information and documents (checked in far right column) must be update within ten (10) business days of the date any changes are approved by Charter School administrators or Charter School Board of Directors.

Item	Description	Due Date	Annual Update (if changed; notify District if unchanged)	Update within 10 Business Days of any Change
Basic Charter School Information				
School contact information	Covers name, phone, email and fax for: <ul style="list-style-type: none"> ○ CEO/Principal ○ Office/operations manager ○ Personnel/HR lead ○ Financial reporting lead ○ Attendance lead ○ Facilities lead ○ Special education lead Emergency phone number for school leader, physical and mail address of school, office hours, school phone	Effective date of Charter	August 1	✓
Organizational chart	Accurate structure of Charter School organization from governing board to instructional aide, including back-office service provider, if applicable	Effective date of Charter	August 1	✓

Item	Description	Due Date	Annual Update (if changed; notify District if unchanged)	Update within 10 Business Days of any Change
Governance				
Board roster	Names and email addresses of all Board members, with end date for current term of service, officers and committee assignments identified	Effective date of Charter	August 1	✓
Board biographies	Brief summaries of the background and experience of all Board members	Effective date of Charter	August 1	✓
Board clearance	Certification of clearing of governing board members (criminal background check DOJ and FBI; child abuse registry check)	Effective date of Charter		✓
Board election process	Consistent with Charter and bylaws, brief description of method for nominating and electing Board members	Effective date of Charter	August 1	✓
Board training	Verification of annual Brown Act and Political Reform Act training for board and leadership.	Effective date of Charter	August 1	
Board meeting schedule	Dates, times and locations of all regular meetings of the board for the fiscal year; including all standing committees; identify annual organizational meeting at which board members and officers are elected	Effective date of Charter	August 1	✓
Meeting agendas	Board and standing committee meeting agendas	At time required of posting		
Meeting minutes	Approved minutes of Board and standing committee meetings	Within 2 business days of approval		
Meeting recordings	Recordings of Board and standing committee meetings	Within 2 days of meeting		
Articles of Incorporation	As submitted to the state	Effective date of Charter		✓

Item	Description	Due Date	Annual Update (if changed; notify District if unchanged)	Update within 10 Business Days of any Change
Bylaws	Latest version approved by the governing board	Effective date of Charter	August 1	✓
501(c)(3) tax-exempt status	Letter from IRS confirming approval of tax exempt status	Effective date of Charter		✓
Board Policies				
Conflict of Interest Policy	Conflict policy compliant with Charter and Political Reform Act	Effective date of Charter	August 1	✓
Public Records Act Policy	Procedures to implement the California Public Records Act • Copy to District of all PRA Responses	Effective date of Charter	August 1	✓
Code of Ethics Policy	Provides ethical standards for Charter School's Board of Director members	Effective date of Charter	August 1	
Special Education Policy	Including procedures compliant with IDEA and requirements of SELPA; consistent with Charter	Effective date of Charter	August 1	✓
	Copy of all IEPs to District	Within 10 business days of Operation of Charter School	August 1	
Rehabilitation Act § 504 Policy	Procedures to ensure compliance with legal requirements; consistent with Charter	Effective date of Charter	August 1	✓
	Copy of all 504 plans to District	Within 10 business days of Operation of Charter School	August 1	
English Learner Policy	Procedures to ensure compliance with legal requirements, including identification, placement and reclassification; consistent with Charter	Effective date of Charter	August 1	✓

Item	Description	Due Date	Annual Update (if changed; notify District if unchanged)	Update within 10 Business Days of any Change
Complaint and/ or Internal Dispute Resolution Policy	Including procedures and forms; must include Uniform Complaint Procedure; may include other forms and systems established by school	Effective date of Charter	August 1	✓
Fiscal Management / Control Policy	Internal fiscal control policies and procedures meeting GAAP, including procedures for budget preparation, reconciliation of accounts, contracting, receipt and disbursement of funds, and protection of assets	Effective date of Charter	August 1	✓
Health and Safety Policy/ies	Covering student health and wellness practices (including immunizations, medications, screenings, student wellness, and food service) and safety procedures for each campus, including campus supervision, field trip supervision and screening of volunteers	Effective date of Charter	August 1	
Student Grading/ Promotion Policy	Policies and procedures regarding student grading, placement of students by grade, promotion from one grade to the next, and retention in current grade; including samples of parent notifications	Effective date of Charter	August 1	
Student Free Speech Policy	Standards and procedures regarding student free expression, consistent with applicable state and federal law	Effective date of Charter	August 1	
Student Discipline Policy	Policies and procedures for student discipline, including behavior expectations, suspension/expulsion standards, and due process; including procedures for students with disabilities	Effective date of Charter	August 1	✓
Procedure for Policy Adoption	Covers the process for adoption, revision, and publication of the Charter School's policies	Effective date of Charter	August 1	

Item	Description	Due Date	Annual Update (if changed; notify District if unchanged)	Update within 10 Business Days of any Change
Board Duties, Responsibilities, Delegation of Powers	Provides the roles and duties of all members of the Charter School’s Board of Directors, covers the delegation of powers to the CEO/Principal	Effective date of Charter	August 1	✓
Student Record Policy	FERPA-compliant student records policy, including information on directories and parental/guardian access to records	Effective date of Charter	August 1	
Admission/ Enrollment Policy	Procedures for admission and enrollment of students in the school, including assurances of non-discrimination	Effective date of Charter	August 1	
Student Code of Conduct Policy	Policies and procedures regarding students exhibiting appropriate conduct that does not infringe upon the rights of others or interfere with the school program while on school grounds, while going to or coming from school and while at school activities	Effective date of Charter	August 1	
Suicide Prevention and Postvention Policy	Policies and procedures regarding suicide prevention education and training, and a postvention plan that provides the framework for campus-wide communication and coordination aimed at maintaining community stability and assuring effective outreach during a crisis	Effective date of Charter	August 1	
Anti-Bullying Policy	Policies and procedures prohibiting and addressing bullying, including, but not limited to, cyberbullying	Effective date of Charter	August 1	
Sexual Harassment Policy	Policies and procedures regarding maintaining a safe school environment that is free from harassment and prohibits harassment	Effective date of Charter	August 1	
Nondiscrimination in Employment Policy	Policies and procedures about maintaining a safe work environment where employees and job applicants are assured of equal access and opportunities and are free from harassment	Effective date of Charter	August 1	

Item	Description	Due Date	Annual Update (if changed; notify District if unchanged)	Update within 10 Business Days of any Change
Nondiscrimination Policy	Policies and procedures about maintaining a safe school environment that allows all students equal access and opportunities to the school's academic, extracurricular, and other educational support programs, services and activities, and prohibiting unlawful discrimination	Effective date of Charter	August 1	
Field Trips and Excursions Policy	Covers the planning, supervision of field trips, and screening of volunteers	Effective date of Charter	August 1	
Attendance Policy	Covers excused absences, unexcused absences, school excused absences, excessive absences, tardiness, and maintaining attendance records	Effective date of Charter	August 1	
Tobacco Free Campus Policy	Covers the prohibition of smoking on the Charter School campus	Effective date of Charter	August 1	
Anti-Nepotism Policy	Policy regarding the avoidance of nepotism relative to the hiring, placement, duties, and evaluation of employees, admission of students and assignment of students to classes, and making other business decisions based on a family relationship	Effective date of Charter	August 1	
Document Retention Policy	Covers all records and documents regardless of physical form and contains guidelines for how long certain documents should be kept, and when records should be destroyed	Effective date of Charter	August 1	
Administration				
Proof of Insurance	Certificate of insurance in the amounts required by the MOU; CVUSD as additional insured	Effective date of Charter	August 1	✓

Item	Description	Due Date	Annual Update (if changed; notify District if unchanged)	Update within 10 Business Days of any Change
Risk Management Plan	Policies and practices to prevent and address reasonably foreseeable risks and incidents occurrences, plus certification that such policies and practices have been instituted. Copies of all tort claims to District	Effective date of Charter	August 1	✓
Disclosure of Claims / Litigation	Required disclosure of any pending or actual litigation and/or claim from any party or notice of potential infraction, criminal or civil action	Immediately		✓
Employee Handbook	Personnel policy/ies and/or documentation provided to all employees regarding terms of employment; including mandated child abuse reporting, non-discrimination, sexual harassment, and complaint procedures	Effective date of Charter	August 1	
Teacher credentials and highly qualified teacher requirements	Spreadsheet containing information specified by District on all instructional personnel, including but not limited to: name, teaching assignment, credential type and number	One (1) month before the first day of school	August 15	✓
Certification of screening	Certification that all (new) employees have been subject to criminal background check (FBI and DOJ) and tuberculosis screening	One (1) month before the first day of school	August 15	✓
STRS/PERS Reporting	Contract for STRS and/or PERS reporting	Effective date of Charter	July 1	✓

Item	Description	Due Date	Annual Update (if changed; notify District if unchanged)	Update within 10 Business Days of any Change
Student Admission and Enrollment				
Admission, Enrollment, and Exit Procedures	Description of process for admission and enrollment of students, consistent with Charter, and including dates for receiving applications and conducting lottery; also addressing process for exit (voluntary withdrawal) and notification of district of residence	Effective date of Charter	August 1	✓
Application Form	Current printed, downloadable and/or on-line form to apply for admission to the school	Effective date of Charter	October 1 for enrollment in following school year	✓
Required Documents	List of information and documents required to complete enrollment of admitted students	Effective date of Charter	January 1 for enrollment in following school year	✓
Notices to Parents/ Guardians	Copies of all mandated notices to parents and guardians, including those required by NCLB and other applicable law (examples: Title I, English learners, special education, etc.)	1 month before the first day of school	August 15	✓
Student/Family Handbook	Material provided to students and families regarding school policies, procedures and expectations; including attendance, discipline, parent volunteers, electronics, dress codes, etc.	1 month before the first day of school	August 15	✓
Student Roster	List (specified Excel format) of students admitted, enrolled and on wait list, including student name, CSIS number, DOB, grade enrolled, parent/guardian name/s, home address, phone, district of residence, prior school attended, enrollment status (i.e. admitted but documentation not complete, enrollment completed, wait list)		September 30	✓

Item	Description	Due Date	Annual Update (if changed; notify District if unchanged)	Update within 10 Business Days of any Change
Facilities				
Inventory	If Charter School receives facilities from the District through Proposition 39, a list (specified Excel format) of all furniture received from District pursuant to Proposition 39 Facilities MOU	1 month before first day of school	August 15	
Educational Program				
Academic Calendar	Calendar of academic year showing holidays, recess periods, staff development days, etc.	Effective date of Charter	1 month before start of school	✓
Daily bell schedule for site-based programs	Current schedule of class periods on daily and weekly basis, with arrival and dismissal times for regular and early release days	Effective date of Charter	2 weeks before start of school	✓
State Assessment	Results from statewide assessments	Upon receipt by charter school	Annually upon receipt	
SARC	State-mandated School Accountability Report Card		February 1	
LCAP	Local Control and Accountability Plan, using state template	June 30, 2018	June 30	✓
Curriculum	Scope and sequence for all subjects taught in grades served; to be provided as grades are added	August 1	August 1 (until all grades completed)	✓
SELPA Documentation	Verification of provision for special education services: current membership in a SELPA	June 30		✓
Attendance/ Financial Reporting				
Preliminary Budget	Budget for new fiscal year; completed using specified template, with additional information as requested (i.e. special education)		1 week before July 1 deadline	✓

Item	Description	Due Date	Annual Update (if changed; notify District if unchanged)	Update within 10 Business Days of any Change
Unaudited Actuals Report for prior fiscal year	Report on prior year revenues and expenditures; completed using CDE template		1 week before September 15 CDE deadline	✓
First Interim Report	Report on first period revenues and expenditures; completed using specified template, with additional information as requested (i.e., special education)		1 week before December 15 deadline	✓
Second Interim Report	Report on second period revenues and expenditures; completed using specified template, with additional information as requested (i.e., special education)		1 week before March 15 CDE deadline	✓
<i>All financial reports shall include back-up information, as specified in the templates, and including, but not limited to:</i>				
<ul style="list-style-type: none"> • <i>Multi-year Worksheet (for current and 2 subsequent years)</i> • <i>Assumptions/Narratives Worksheet (current and 2 subsequent years)</i> • <i>Statement of Cash Flow</i> • <i>LCAP Expenditures</i> 				
Independent Auditor Selection	Notification of independent auditor selected for annual audit		April 1	✓
Annual Audit	Annual independent financial audit		December 15 for prior fiscal year	✓
Oversight fees	Payment of invoice for oversight fees	Quarterly	Within 30 days of invoice	
Closure Procedures				
Procedures to be used in event of school closure	Plan for school closure, consistent with charter provisions	Effective date of Charter	August 1	
Identification of point of contact for closure activities	Name, phone, email, fax and postal address for primary contact in event of school closure	Effective date of Charter	August 1	✓

Item	Description	Due Date	Annual Update (if changed; notify District if unchanged)	Update within 10 Business Days of any Change
Reports to Other Agencies				
Report to other state agencies	Copies of all reports or documents that the Charter School is required to submit to any public agency in California, including Annual Charter School information Survey, PENSEC, claims for facilities reimbursement to CSFA, etc.	When submitted to the state or other public agency		✓



SCHEDULE B

Electronic Posting of Charter School Documents

All information and documents listed below are to be posted on the Charter School's website from the initial date specified in pre-opening conditions (Schedule C) throughout the term of the initial charter and all subsequent renewals. As noted in the table, some information and documents must be updated within ten (10) business days of the date changes are approved. All information and documents must be up-to-date as of September 30 of each year.

Category	Title	Description	Update to be Posted within 10 Business Days of Change
Basic Charter School Information	School contact information	Name, phone, email and fax for CEO/Principal, office/operations manager, personnel/HR lead, financial reporting lead, attendance lead, facilities lead, special education lead, school phone, physical and mail address of school, office hours.	✓
	Organizational chart	Accurate structure of organization from governing Board to classroom teacher, including back-office service provider, if applicable	✓
Governance	Board roster	Names and email addresses of all Non-Profit Board members, with terms of service, officers and committee assignment identified	✓
	Board biographies	Brief summaries of the background and experience of all board members	✓
	Board election process	Consistent with charter and bylaws, brief description of method for nominating and electing Board members	

Category	Title	Description	Update to be Posted within 10 Business Days of Change
	Board meeting schedule	Dates, times, and locations for all regular meetings of the Board for the fiscal year; include all standing committees; identify annual organizational meeting at which Board members and officers are elected	✓
	Meeting agendas	All Non-Profit Board of Directors and standing committee meeting agendas, at time of required posting (Brown Act)	✓
	Meeting minutes	Approved minutes of Board and standing committee meetings	✓
	Charter	Copy of approved charter (without appendices)	
	Article of Incorporation	As submitted to the state	✓
	Bylaws	Latest version approved by the governing Board	✓
	501(c)(3) tax-exempt status	Letter from IRS confirming approval of tax exempt status	✓
Board Approved Policies	Conflict of Interest Policy	Conflict policy compliant with Charter and California Political Reform Act	✓
	Public Records Act Policy	Procedures implementing California Public Records Act	✓
	Code of Ethics Policy	Provides ethical standards for Charter School's Board of Director members	✓
	Procedure for Policy Adoption	Covers the process for adoption, revision, and publication of the Charter School's policies	✓
	Board Duties, Responsibilities, Delegation of Powers	Provides the roles and duties of all members of the Charter School's Board of Directors, and covers the delegation of powers to the CEO/Principal	✓
	Document Retention Policy	Covers all records and documents regardless of physical form and contains guidelines for how long certain documents should be kept, and when records should be destroyed	✓

Category	Title	Description	Update to be Posted within 10 Business Days of Change
	Fiscal Management/ Control Policy	Internal fiscal control policies and procedures meeting GAAP, including procedures for receipt and disbursement of funds, reconciliation of accounts, contracting, budget preparation, and protection of assets	✓
	Special Education Policy	Including procedures compliant with IDEA and requirements of SELPA; consistent with Charter	✓
	Rehabilitation Act § 504 Policy	Procedures to ensure compliance with legal requirements, including identification, placement and reclassification; consistent with Charter	✓
	Student Record Policy	FERPA-compliant student records policy, including information on directories and parental/guardian access to records	✓
	Admission/ Enrollment Policy	Procedures for admission and enrollment of students in the school, including assurances of non-discrimination	✓
	English Learner Policy	Procedures to ensure compliance with legal requirements, including identification, placement and reclassification; consistent with Charter	✓
	Health and Safety Policy/ies	Covering student health and wellness practices (including immunizations, medications, screenings, student wellness, and food service) and safety procedures for each campus, including campus supervision	✓
	Student Grading/ Promotion	Policies and procedures regarding student grading, placement of students by grade, promotion from one grade to the next, and retention in current grade; including samples of parent notifications	✓
	Student Free Speech Policy	Standards and procedures regarding student free expression, consistent with applicable state and federal law	✓

Category	Title	Description	Update to be Posted within 10 Business Days of Change
	Student Code of Conduct Policy	Policies and procedures regarding students exhibiting appropriate conduct that does not infringe upon the rights of others or interfere with the school program while on school grounds, while going to or coming from school and while at school activities	✓
	Suicide Prevention and Postvention Policy	Policies and procedures regarding suicide prevention education and training, and a postvention plan that provides the framework for campus-wide communication and coordination aimed at maintaining community stability and assuring effective outreach during a crisis	✓
	Complaint and or Dispute Resolution Policy	Including procedures and forms; must include Uniform Complaint Procedure; may include other forms and systems established by school	✓
	Anti-Bullying Policy	Policies and procedures prohibiting and addressing bullying, including, but not limited to, cyberbullying	✓
	Sexual Harassment Policy	Policies and procedures regarding maintaining a safe school environment that is free from harassment and prohibits harassment	✓
	Nondiscrimination in Employment Policy	Policies and procedures about maintaining a safe work environment where employees and job applicants are assured of equal access and opportunities and are free from harassment in accordance with state and federal law	✓
	Nondiscrimination Policy	Policies and procedures about maintaining a safe school environment that allows all students equal access and opportunities to the school's academic, extracurricular, and other educational support programs, services and activities, and prohibiting unlawful discrimination	✓

Category	Title	Description	Update to be Posted within 10 Business Days of Change
	Field Trips and Excursions Policy	Covers the planning, supervision of field trips, and screening of volunteers	✓
	Attendance Policy	Covers excused absences, unexcused absences, school excused absences, excessive absences, tardiness, and maintaining attendance records	✓
	Tobacco Free Campus Policy	Covers the prohibition of smoking on the Charter School campus	✓
	Student Discipline Policy	Policies and procedures for student discipline, including behavior expectations, suspension/expulsion standards, and due process; including procedures for students with disabilities	✓
Administration	Staff Roster	List of current teachers, aides, coaches and other student services personnel with current assignments	✓
	Health and Safety Plan	School site plans addressing campus safety, disaster preparedness, student health and wellness; including information on immunizations, health screenings and school meal program	✓
	Student, Parent, and/or Family Handbook	Materials provided to student and families regarding school operations; must include information on suspension/expulsion policy	✓
	Notices to Parents/Guardians	Copies of all mandated notices to parents and guardians, including those required under NCLB and other applicable law (examples: Title I, Title III, special education, etc.)	✓
	School Closure Procedure	Plan for school closure, consistent with charter provisions	
	Memorandum of Understanding	Copy of current signed MOU with CVUSD	✓
	Audit	Most recent independent audit	✓
Student Admission and Enrollment	Admission and Enrollment Procedures	Description of process for admission and enrollment of students, consistent with Charter, and including dates for receiving applications and conducting lottery	✓

Category	Title	Description	Update to be Posted within 10 Business Days of Change
	Application Form	Current downloadable or on-line form to apply for admission to the school	✓
	Required Documents	List of information and documents required to complete enrollment of admitted students	✓
Educational Program	School Accountability Report Card	Most recent SARC	✓
	Local Control and Accountability Plan	Most recent LCAP or annual update, plus all prior year LCAPs	✓
	Academic Calendar	Current calendar of holidays and school days for the fiscal year	✓
	Daily/Weekly Class Schedule	Current schedule of class periods on daily and weekly basis, with arrival and dismissal times for regular and early release days	✓



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

BOARD OF EDUCATION: Andrew Cruz • Pamela Feix • Irene Hernandez-Blair • James Na • Sylvia Orozco • SUPERINTENDENT: Wayne M. Joseph

SCHEDULE C

Charter School Pre-Opening Requirements

Provision of all documents listed in Schedule C, to the satisfaction of the District, is a condition of opening the Charter School. In the event that the CVUSD Board of Education determines that the Non-Profit has failed to comply with any pre-opening requirements, the action granting the Charter shall be nullified and the Charter shall be deemed to have been denied.

Item	Description	Due Date (all dates prior to school opening)
SCHOOL BASICS		
School contact information	School contact information: name, phone, email, and fax of CEO/Principal name, school phone, school leader emergency phone, school physical and mail address	July 1
CDE code	Confirmation of receipt of CDE code	July 1
School leadership	Roster of leadership (in Excel document) with phone and email, including: <ul style="list-style-type: none"> • School leader (CEO/Principal) • Director of Business Services • Director of Educational Programs • Director of IT • On-site coordinators and/or coaches • Designated special education coordinator • Designated English Learner coordinator • Designated Section 504 coordinator • Designated homeless coordinator • Office/operations manager, office assistant • Primary finance/accounting contact • Primary human resources contact • Health Technician 	August 1

Item	Description	Due Date (all dates prior to school opening)
Organizational chart	Accurate structure of organization from governing board to classroom teacher, including back-office services provider, if applicable	August 1
GOVERNANCE		
Articles of Incorporation	As submitted to the state	July 1
Bylaws	Latest version approved by the governing board	July 1
Board roster	Names and email addresses of all board members, with end date for current term of service, officers and committee assignments identified.	August 1
Board clearance	Certification of clearance of governing board members (criminal background check DOJ and FBI; child abuse registry check)	August 1
Board training	Verification of annual Brown Act and Political Reform Act training for board and leadership	August 1
Board meeting schedule	Dates, times and locations for all regular meetings of the board for the fiscal year; include all standing committees; identify annual organizational meeting at which board members and officers are elected	August 1
Meeting agendas	All board and standing committee meeting agenda for the period from the conditional grant of the charter by CVUSD to the due date	August 1
Meeting minutes	Minutes of all board and standing committee meetings for the period from the conditional grant of the charter by CVUSD to due date	August 1
ADOPTED POLICIES	<i>All policies to be clearly marked with date of most recent Board adoption.</i>	
Conflict of Interest Policy	Conflict policy compliant with Charter and Political Reform Act	January 15
Public Records Act Policy	Procedures implementing California Public Records Act	January 15
Code of Ethics Policy	Provides ethical standards for Charter School's Board of Director members	January 15
Procedure for Policy Adoption	Covers the process for adoption, revision, and publication of the Charter School's policies	January 15
Board Duties, Responsibilities, Delegation of Powers	Provides the roles and duties of all members of the Charter School's Board of Directors, and covers the delegation of powers to the CEO/Principal	January 15

Item	Description	Due Date (all dates prior to school opening)
Document Retention Policy	Covers all records and documents regardless of physical form and contains guidelines for how long certain documents should be kept, and when records should be destroyed	January 15
Fiscal Management/ Control Policy	Internal fiscal control policies and procedures meeting GAAP, including procedures for receipt and disbursement of funds, reconciliation of accounts, contracting, budget preparation, and protection of assets	January 15
Special Education Policy	Including procedures compliant with IDEA and requirements of SELPA; consistent with Charter	February 1
Student Record Policy	FERPA-compliant student records policy, including information on directories and parental/guardian access to records	February 1
Admission/ Enrollment Policy	Procedures for admission and enrollment of students in the school, including assurances of non-discrimination	February 1
Rehabilitation Act § 504 Policy	Procedures to ensure compliance with legal requirements; consistent with Charter	February 1
English Learner Policy	Procedures to ensure compliance with legal requirements, including identification, placement and reclassification; consistent with Charter	February 1
Health and Safety Policy/ies	Covering student health and wellness practices (including immunizations, medications, screenings, student wellness, and food service) and safety procedures for each campus, including campus supervision	February 1
Student Grading/ Promotion	Policies and procedures regarding student grading, placement of students by grade, promotion from one grade to the next, and retention in current grade; including samples of parent notifications	February 1
Student Free Speech Policy	Standards and procedures regarding student free expression, consistent with applicable state and federal law	February 1
Student Code of Conduct Policy	Policies and procedures regarding students exhibiting appropriate conduct that does not infringe upon the rights of others or interfere with the school program while on school grounds, while going to or coming from school and while at school activities	February 1

Item	Description	Due Date (all dates prior to school opening)
Suicide Prevention and Postvention Policy	Policies and procedures regarding suicide prevention education and training, and a postvention plan that provides the framework for campus-wide communication and coordination aimed at maintaining community stability and assuring effective outreach during a crisis	February 1
Anti-Bullying Policy	Policies and procedures prohibiting and addressing bullying, including, but not limited to, cyberbullying	February 1
Sexual Harassment Policy	Policies and procedures regarding maintaining a safe school environment that is free from harassment and prohibits harassment	February 1
Nondiscrimination in Employment Policy	Policies and procedures about maintaining a safe work environment where employees and job applicants are assured of equal access and opportunities and are free from harassment in accordance with state and federal law	February 1
Nondiscrimination Policy	Policies and procedures about maintaining a safe school environment that allows all students equal access and opportunities to the school's academic, extracurricular, and other educational support programs, services and activities, and prohibiting unlawful discrimination	February 1
Field Trips and Excursions Policy	Covers the planning, supervision of field trips, and screening of volunteers	February 1
Attendance Policy	Covers excused absences, unexcused absences, school excused absences, excessive absences, tardiness, and maintaining attendance records	February 1
Tobacco Free Campus Policy	Covers the prohibition of smoking on the Charter School campus	February 1
Anti-Nepotism Policy	Policy regarding the avoidance of nepotism relative to the hiring, placement, duties, and evaluation of employees, admission of students and assignment of students to classes, and making other business decisions based on a family relationship	February 1
Complaint and/ or Internal Dispute Resolution Policy	Including procedures and forms; must include Uniform Complaint Procedure; may include other forms and systems established by school	March 1
Student Discipline Policy	Policies and procedures for student discipline, including behavior expectations, suspension/expulsion standards, and due process; including procedures for students with disabilities	June 30

Item	Description	Due Date (all dates prior to school opening)
ADMINISTRATION		
Proof of Insurance	Non-Profit shall obtain the insurance coverage in the amounts required by the MOU; CVUSD as additional insured, and provide certificates of insurance coverage to CVUSD staff	March 1
Risk Management Plan	Policies and practices to prevent and address reasonably foreseeable risks and incidents occurrences, plus certification that such policies and practices have been instituted	March 1
Health Department	Health department approval for service of food at school facility	June 1
PERSONNEL		
STRS/PERS Reporting	Contract with San Bernardino County Office of Education for STRS and/or PERS reporting	June 1
Employee Handbook	Personnel policy/ies and/or documentation provided to all employees regarding terms of employment; including mandated child abuse reporting, non-discrimination, sexual harassment, and complaint procedures	June 30
Teacher credentials and qualifications	Spreadsheet containing information on all instructional personnel regarding their credentials and qualifications	June 30
Evaluation	Performance evaluation procedures all leadership positions (listed above) and teachers (including instructional aides, PE aides/proctor, world language teacher, etc.)	June 30
Payroll	Contract or other verification of payroll service provider; or identification of individual responsible for payroll processing	June 30
Job descriptions	Updated job descriptions for all school leadership positions (listed above) and teachers (including resource teachers, prep teachers, instructional coaches, etc.)	July 1
Criminal and TB screening	Certification that all employees have been subject to criminal background check (FBI and DOJ) and tuberculosis screening	August 1
Safety training	Certification that all employees have been trained in health, safety and emergency procedures	August 1

Item	Description	Due Date (all dates prior to school opening)
STUDENT ENROLLMENT		
Recruitment materials	Promotional materials and description of outreach/recruitment activities to be undertaken (with dates and locations); including notice of enrollment period (accepting applications, close of applications, lottery, etc.)	February 1
Admission, Enrollment, and Exit Procedures	Description of process for admission and enrollment of students, consistent with Charter, and including dates for receiving applications and conducting lottery; also addressing process for exit (voluntary withdrawal) and notification of district of residence	February 1
Application Form	Current printed, downloadable or online form to apply for admission to the school	February 1
Required documents/enrollment package	List of information and documents required to complete enrollment of admitted students	June 30
Verification of sufficient enrollment	Verification that school has completed enrollment process for a number of students in each grade equal to the enrollment projected in its budget for the first year of operation; verification to consist of spreadsheet with student name, DOB, grade enrolled, parent/guardian name/s, home address, phone	June 30
Student roster	List (Excel format) of students admitted, enrolled and on wait list, including student name, CSIS number, DOB, grade enrolled, parent/guardian name/s, home address, phone, district of residence, prior school attended, enrollment status (i.e. admitted, enrollment complete, wait list)	June 30
Notices to Parents/Guardians	Copies of all mandated notices to parents and guardians, including those required under NCLB and other applicable law (examples: ESSA Title I, English Learners, special education, etc.)	August 1
ACADEMIC PROGRAM		
LCAP	Local Control and Accountability Plan	June 30
Academic calendar	Calendar of academic year showing holidays, recess periods, staff development days, etc.	July 1
Daily bell schedule	Current schedule of class periods on daily and weekly basis, with arrival and dismissal times for regular and early release days	July 1

Item	Description	Due Date (all dates prior to school opening)
Textbooks and instructional materials	List of instructional materials and textbooks to be used in the first year of operation, copy of order for materials	August 1
FINANCE		
Accounting services	Signed contract with back-office or financial services provider; or identification of individual/s responsible for fiscal management	February 1
Attendance Accounting Procedures	Description of or instructions for attendance accounting	March 1
Start-up grant	Public Charter School Grant Program application and subsequent correspondence re: status	March 1
Bank information for fund transfers	Completed forms for transfer of funds to charter school (to San Bernardino County Office of Education)	April 1
Charter School Annual Information Survey	CDE on-line form designating status of school as direct or in-direct funded	CDE due date prior to opening (May)
Procedures to be used in event of school closure	Plan for school closure	June 30
Identification of point of contact for closure activities	Name, phone, email, fax and postal address for primary contact in event of school closure	June 30
PENSEC	Pupil Estimates for New or Significantly Expanding Charters (PENSEC) reporting estimated average daily attendance (ADA) and other pupil counts for charter schools that will be newly operational	CDE due date



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

BOARD OF EDUCATION: Andrew Cruz • Pamela Feix • Irene Hernandez-Blair • James Na • Sylvia Orozco • SUPERINTENDENT: Wayne M. Joseph

SCHEDULE D

Charter-Specific Conditions

The conditions under which the Charter was granted were specified in the adopted motion of the CVUSD Board of Education conditionally granting the charter on December 14, 2017 (CVUSD Resolution No. 2017/2018-33). Should the CVUSD Board of Education determine that the Charter School/Non-Profit has failed to comply with any of these conditions, the action granting the Charter shall be nullified and the Charter shall be deemed to have been denied.

Item	Description	Due Date (on or by)
Term	Non-Profit shall agree to a two-year charter term for Charter School, from July 1, 2018 to June 30, 2020	N/A
Admissions Preferences	Charter School shall agree to the following admissions preferences: <ol style="list-style-type: none"> i. Beginning January 1, 2019, currently enrolled Charter School students (exempt from lottery); ii. Beginning January 1, 2019, siblings of currently enrolled Charter School students (exempt from lottery); iii. Children of Charter School staff (exempt from lottery); iv. For Charter School’s initial 2018-2019 year of operation only, children of Charter School staff and children of Charter School Founding Members and Founding Board of Directors combined (exempt from lottery, shall not exceed 10% enrollment); v. If the Charter School is physically located in the attendance area of a District public elementary school in which at least 50% of the enrollment is eligible for free and reduced price lunch, then students currently enrolled in that school and students who reside in that elementary school attendance area will be given preference in accordance with Education Code section 47605.3 (3:1 weighting in lottery); vi. Children residing within CVUSD boundaries (2:1 weighting in lottery) 	N/A

Item	Description	Due Date (on or by)
Financial/ Business Services	<p>Non-Profit shall immediately begin to work with Charter Impact, the Business Management Consulting Services firm that the Charter School identifies will assist with Charter School’s “<i>financial/business services</i>” at page 118 of the Charter, or with another financial/business services provider, to remedy the critical financial reserve balance problem identified at page 3 of the District’s Resolution No. 2017/2018-33, dated December 14, 2017</p> <p>Non-Profit shall immediately request that Charter Impact or another financial/business services provider, assist Non-Profit in timely applying for all available charter school funding to improve Charter School’s financial condition, including but not limited to the Public Charter School Grant Program funds, the California School Finance Authority Charter School Revolving Loan Fund Program</p>	Immediately
LCAP	Non-Profit shall begin process of developing an LCAP and provide CVUSD staff with written monthly status reports detailing ASA’s development of a LCAP	Commencing on January 2, 2018
Board of Directors	Non-Profit shall have five approved members on the Board of Directors	January 15, 2018
Hire CEO/ Principal	Non-Profit shall hire a CEO/Principal holding a California Administrative Credential and a California Teaching Credential, hold a Master’s Degree or above, and have a minimum of five years of public school or charter school administrative and teaching experience	January 15, 2018
Board Policies and Administrative Regulations	<p>Non-Profit shall develop, adopt, and provide the District with copies of Non-Profit Board Policies and Administrative Regulations regarding:</p> <ul style="list-style-type: none"> i. <i>Philosophy, Goals, Objectives, and Comprehensive Plans</i> ii. <i>Administration</i> iii. <i>Business and Noninstructional Operations</i> iv. <i>Bylaws</i> 	January 15, 2018
Attendance of El Dorado Charter SELPA’s Potential New Partner Meeting and Proof of Attendance	Non-Profit’s CEO/Principal shall attend the EL Dorado Charter SELPA’s Potential New Partner Meeting: Cohort 2 (Ontario) meeting on January 19, 2018, and provide proof of attendance to the District	January 19, 2018

Item	Description	Due Date (on or by)
Hire Director of Business Services	Non-Profit shall hire a Director of Business Services, who shall hold, at a minimum, a Bachelor's Degree in business, finance, financial accounting, or a related field, and who shall have a minimum of five years of California public or charter school business office experience	February 1, 2018
Hire Director of Educational Programs	Non-Profit shall hire a Director of Educational Programs, who shall hold a California Administrative Credential and a California Teaching Credential, and hold, at a minimum a Master's Degree or above, with a minimum of five years of public or charter school administrative experience, and a minimum of five years TK-8 teaching experience	February 1, 2018
Identify Contact	Non-Profit shall identify at least one staff member as a contact person for Non-Profit/Charter School	February 1, 2018
Board Policies and Administrative Regulations	Non-Profit shall develop, adopt, and provide the District with copies of Non-Profit Board Policies and Administrative Regulations regarding: <ul style="list-style-type: none"> i. <i>All Personnel</i> ii. <i>Students</i> iii. <i>Instruction</i> iv. <i>Facilities</i> 	February 1, 2018
Plans and procedures	Non-Profit shall develop and submit to CVUSD staff the following plans and policies for approval by the CVUSD Superintendent: <ul style="list-style-type: none"> i. <i>Employee recruitment plan</i> ii. <i>Student recruitment and enrollment plan</i> iii. <i>Job descriptions including employee qualifications for Charter School's Speech Language Pathologist Assistants, Instructional Aides, PE Aides/Proctors, and World Language Teachers</i> iv. <i>Certificated job descriptions including employee qualifications (i.e. elementary teacher, math teacher, science teacher).</i> v. <i>Classified job descriptions including employee qualifications (i.e. secretary, custodian, clerks, health technician, instructional aides)</i> 	February 1, 2018
El Dorado Charter SELPA Application	Charter School shall complete and submit an online application to the El Dorado Charter SELPA and provide copies of the SELPA application to CVUSD Special Education Director	March 1, 2018
Student Data System	Charter School shall investigate and select a student data system	March 1, 2018

Item	Description	Due Date (on or by)
Textbooks and Other Instructional Materials	Non-Profit shall review, select, and adopt textbooks and other instructional materials for Kindergarten through 8th grade English Language Arts, English Language Development, Mathematics, Science, Social Science, and other subjects	March 1, 2018
Board Policies and Administrative Regulations	Non-Profit shall develop, adopt, and provide the District with copies of Non-Profit Board Policies and Administrative Regulations regarding <i>Community Relations</i>	March 1, 2018
Operational and Financial Plan	Non-Profit shall submit to CVUSD staff a detailed Operational and Financial Plan for approval by the CVUSD Superintendent. The Operational and Financial Plan covers professional development for all Charter School teaching staff relating to STEAM-based curriculum and instruction, including the minimum required qualifications of the Charter School administrative team that, according to the Charter, at page 18, “ <i>will provide targeted professional development to staff</i> ”	March 1, 2018
Revised Budget and Cash Flow Analysis	Non-Profit shall submit to CVUSD staff a revised Budget and Cash Flow Analysis for 2018-2019 Year 1 and 2019-2020 Year 2, for approval by the CVUSD Superintendent.	March 1, 2018
Educational Plan	Charter School shall submit to CVUSD staff a detailed educational plan identifying for each subject matter listed at pages 44 and 45 of the Charter, the distinct measurable pupil outcomes for each grade level, and how students at each grade level will achieve those measurable pupil outcomes, for approval by the CVUSD Superintendent	March 1, 2018
Accounting Policies and Procedures Manual	Non-Profit shall submit to CVUSD staff an accounting policies and procedures manual for approval by the CVUSD Superintendent. Non-Profit shall adopt the most recent (2017) Fiscal Crisis Management Assistance Team (“FCMAT”) <i>California Charter School Accounting and Best Practices Manual</i> available at http://fcmat.org/wp-content/uploads/sites/4/2017/12/2017-Charter-School - Manual-11-27-2017-FINAL.pdf as Charter School’s accounting policies and procedures manual	March 1, 2018
Contractor for School Breakfast/Lunch Program	Non-Profit Board of Directors shall begin the process to find a qualified contractor for the school breakfast/lunch program	March 1, 2018

Item	Description	Due Date (on or by)
Order Textbooks and Other Instructional Materials	Non-Profit shall order sufficient Kindergarten through 8th grade textbooks and other instructional materials for English Language Arts, English Language Development, Mathematics, Science, Social Science, and other subjects	April 1, 2018
Financial Updates	Non-Profit shall open bank accounts and establish procedures for accounts payable and receivable. Each month thereafter Non-Profit shall provide CVUSD staff evidence of all funds on deposit, including but not limited to, monthly bank statements, bank reconciliations, cash receipt journals, and deposit register	April 1, 2018
Pacing Guides	Non-Profit shall develop and submit to CVUSD staff pacing guides for Kindergarten through 8th grade English Language Arts, English Language Development, Mathematics, Science, Social Science, and other subjects for approval by the CVUSD Superintendent	April 1, 2018
Benchmark Assessments	Non-Profit shall develop and submit to CVUSD staff Benchmark assessments for Kindergarten through 8th grade English Language Arts, English Language Development, Mathematics, Science, Social Science, and other subjects for approval by the CVUSD Superintendent	April 1, 2018
STEAM Units	Non-Profit shall develop and submit to CVUSD staff Kindergarten through 8th grade STEAM units that are aligned to the California State Standards and Next Generation Science Standards for approval by the CVUSD Superintendent	April 1, 2018
Employee Calendars	Non-Profit shall develop and adopt work calendars for all employees	April 1, 2018
Academic Calendar	Non-Profit shall develop and adopt student academic calendars for the 2018-2019 and 2019-2020 school years	April 1, 2018
Charity Registration Status, Internal Revenue Service 501(c)(3) Tax Exempt Status	Non-Profit shall obtain California Department of Justice charity registration status and Internal Revenue Service 501(c)(3) tax exempt status	May 1, 2018

Item	Description	Due Date (on or by)
Employee Hiring	Non-Profit shall hire the following Charter School employees: i. <i>Director of IT</i> ii. <i>8 Core Teachers</i> iii. <i>Lead Custodian</i> iv. <i>STEAM Lab Teacher</i> v. <i>1 Special Education Teacher</i>	May 1, 2018
Performance Tasks	Non-Profit shall develop and submit to CVUSD staff Kindergarten through 8th grade STEAM performance tasks that are aligned to the California State Standards and Next Generation Science Standards for approval by the CVUSD Superintendent	May 1, 2018
Report Cards	Non-Profit shall develop and adopt student report cards for Transitional Kindergarten through 8th grade	May 1, 2018
Supplies	Non-Profit shall begin selecting and ordering school supplies, office supplies, and technology supplies for Charter School students and staff	May 1, 2018
Professional Development Groups	Non-Profit Board of Directors shall contract with professional development groups (i.e. Buck Institution for Education for Project-Based Learning to support STEAM integration)	May 1, 2018
Stakeholder Input on LCAP	Non-Profit shall receive and respond to stakeholder input on LCAP, and provide CVUSD staff written proof of such receipt and Charter School's response to Charter School's stakeholder input on Charter School's LCAP	May 1, 2018
Employee Health Benefit Plans	Non-Profit shall investigate and contract for employee health benefit plans	June 1, 2018
Hire Attendance Clerk	Non-Profit shall budget for and hire a Charter School Attendance Clerk familiar with CALPADS data entry and student record keeping	June 1, 2018

Item	Description	Due Date (on or by)
Employee Hiring	Non-Profit shall hire the following Charter School employees: i. <i>Office Manager</i> ii. <i>Office Assistant</i> iii. <i>Health Technician</i> iv. <i>1 Special Education Teacher</i> v. <i>Counselor</i> vi. <i>8 Core Teacher</i> vii. <i>Speech language Pathologist Assistant</i> viii. <i>Receptionist</i> ix. <i>2 Custodians</i> x. <i>1 PE Teacher</i> xi. <i>1 Drama Teacher</i> xii. <i>1 Music Teacher</i>	June 1, 2018
Employee Hiring	Non-Profit shall hire the following Charter School employees: i. <i>4 Instructional Special Education Aides</i> ii. <i>1 PE Aide/Proctor</i> iii. <i>4 Proctors</i> iv. <i>3 World Language Instructors</i>	June 30, 2018
LCAP	Non-Profit Board of Directors shall adopt and/or approve the Charter School's LCAP	June 30, 2018
Revised Budget	Non-Profit Board of Directors shall adopt and/or approve the Revised Budget aligned with the Charter School's LCAP for 2018-2019 and 2019-2020 school years	June 30, 2018
Contract for School Breakfast/Lunch Program	Non-Profit Board of Directors shall adopt and/or approve the contract for school breakfast/lunch program	June 30, 2018
Policy for Student Conduct and Discipline	Non-Profit Board of Directors shall develop and/or approve a policy for student conduct and discipline	June 30, 2018
Enrollment	Charter School shall have 480 full-time equivalent students committed to be enrolled in the Charter's first school year as shown by verifiable in-District Intent to Enroll forms. Charter School's class sizes must comply with Charter School's projected enrollment at page 28 of the Charter School petition. Charter School shall assign teachers and classified staff, and create class lists. Charter School shall input all student data into student record system	June 30, 2018

Item	Description	Due Date (on or by)
August 1, 2018 Tasks	Charter School shall complete the following tasks and provide written evidence of completion to CVUSD staff: <ol style="list-style-type: none"> i. Provide all appropriate professional development for all Charter School staff. ii. Complete all preparations for the first day of instruction for the 2018-2019 school year on August 15, 2018. iii. Provide all mandated training for all Charter School staff (i.e. suicide prevention, sexual harassment, mandated child abuse reporting, uniform complaint procedure). iv. Prepare, adopt, and post on Charter School’s website all mandatory parent/guardian notifications 	August 1, 2018
Charter School Coordinator Fee	Non-Profit shall pay the District an annual fee for the hire, employ, and management of a CVUSD Charter School Coordinator (“Charter School Coordinator Fee”) that is responsible for oversight of the Charter School	First payment by January 1, 2019

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 14, 2017
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: 2017/2018 FIRST INTERIM FINANCIAL REPORT

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BACKGROUND

Pursuant to Education Code 42131, twice each year, the Board of Education must certify to the County Office of Education and the California Department of Education that the District can meet its financial obligations for the current and two subsequent fiscal years.

The First Interim Financial Report (submitted under separate cover) presents actual data as of October 31, 2017. This report must be approved and certified as positive, qualified, or negative by the Board of Education and submitted to the County Superintendent of Schools by December 15, 2017. The three certifications are defined as follows:

1. **A Positive Certification** means that a Local Education Agency (LEA) will meet its financial obligations for the current **and** two subsequent fiscal years.
2. **A Qualified Certification** means that an LEA may not meet its financial obligations for the current **or** two subsequent fiscal years.
3. **A Negative Certification** means that an LEA will not meet its financial obligations for the remainder of the fiscal year **or** for the subsequent fiscal year.

The First Interim Report is being presented to the Board of Education for approval with a positive certification.

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

RECOMMENDATION

It is recommended the Board of Education approve the 2017/2018 First Interim Financial Report, and authorize the President of the Board of Education and the Superintendent to sign the Positive Certification of Financial Condition for the current and two subsequent fiscal years.

FISCAL IMPACT

Financial information presented for this First Interim Report reflects a balanced budget for fiscal years 2017/2018, 2018/2019, and 2019/2020.

CHINO VALLEY UNIFIED SCHOOL DISTRICT
SPECIAL MEETING OF THE BOARD OF EDUCATION
November 9, 2017

MINUTES

I. OPENING BUSINESS

I.A. CALL TO ORDER – 5:00 P.M.

1. Roll Call

President Orozco called to order the special meeting of the Board of Education, Thursday, November 9, 2017, at 5:00 p.m. with Blair, Cruz, Feix, Na, and Orozco present.

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 Orozco adjourned to closed session at 5:00 p.m. regarding a student matter: parent request to change grade.

I.B. RECONVENE TO SPECIAL MEETING – 5:05 P.M.

1. Report Closed Session Action

President Orozco reconvened the special meeting of the Board of Education at 5:10 p.m. The Board met in closed session from 5:00 p.m. to 5:07 p.m. regarding a student matter: parent request to change grade. The Board took action by a vote of 4-0-1 with Cruz, Feix, Na, and Orozco voting yes; and Blair abstaining.

2. Pledge of Allegiance

President Orozco led the Pledge of Allegiance.

II. ACTION

II.A. ADMINISTRATION

II.A.1. Public Hearing Regarding Allegiance STEAM Academy-Thrive Charter School Petition

President Orozco opened the public hearing at 5:11 p.m. Landon Stevens; Ethan Okamoto; Gavin Stevens; Jaden Rall; Connor Vestey; Jordan Rall; Lauren Odo; Brandon Odo; Caleb Valenzuela; Roxana Plascencia; Aya Celine Angeles; Stacy Stroud; Ryan Stroud; Sebastian Ramirez; Brooklyn Mangold; Kamoza Kabandama; Abhoya Brahmkstatri; Gavin Diaz; Andrew Vestey; Raquel Rall; Vanessa Okamoto; Dallas Mangold; Misty Mangold; Laura Vestey; Jennifer Stevens; Samantha Odo; William Rall; Troy Stevens; Nancy Encinas; Sandra Lowe; Jennifer Bennett; Elena Munoz; Tawny Hymas; Deanna Campagna; Ross Higgins; Karyn Bohannan; Franklin Peck; Julie Leonard; Celeste Burroughs; Adriana Taberero; Margarita Cosio; Karen Kabandama; Anthony Valenzuela; Ingrid Johnson; Dara Diamond; Mindi Moon; Patty Plascencia; Paula Ramirez; Alex Sutliff; Maria Hasanoff; Nick Stroud; Raquel Diaz; and Rebeca Garcia addressed the Board in support of Allegiance STEAM Academy-Thrive. President Orozco called for a recess between 6:25 p.m. to 6:32 p.m. The hearing was closed at 6:57 p.m.

II.A.2. Sycamore Preparatory Academy Charter School Petition

Fatima Cristerna-Adame and Barbara Hale addressed the Board opposing the recommendation denying the Sycamore Preparatory Academy charter school petition. Moved (Blair) seconded (Feix) motion carried by a roll call vote of 4-1 with Blair, Feix, Na, and Orozco voting yes, and Cruz voting no to adopt Resolution No. 2017/2018-28 Adopting Findings Regarding the Sycamore Preparatory Academy Charter School Petition pursuant to Education Code section 47605(b).

III. ADJOURNMENT

President Orozco adjourned the special meeting of the Board of Education at 7:04 p.m.

President

Clerk

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
November 16, 2017

MINUTES

I. OPENING BUSINESS

I.A. CALL TO ORDER – 5:10 P.M.

1. Roll Call

President Orozco called to order the regular meeting of the Board of Education, Thursday, November 16, 2017, at 5:10 p.m. with Blair, Cruz, Feix, Na, and Orozco present.

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 Orozco adjourned to closed session at 5:10 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: JHS assistant principal; and conference with labor negotiators with unrepresented employee: new Superintendent Dr. Norm Enfield.

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

1. Report Closed Session Action

President Orozco reconvened the regular meeting of the Board of Education at 7:00 p.m. The Board met in closed session from 5:10 p.m. to 6:28 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: JHS assistant principal; and conference with labor negotiators with unrepresented employee: new Superintendent Dr. Norm Enfield. The Board voted to appoint Daniel Gumarang as assistant principal of Ramona JHS effective December 1, 2017, by a vote of 5-0 with Blair, Cruz, Feix, Na, and Orozco voting yes. No further action was taken that required public disclosure.

2. Pledge of Allegiance
Student Alice Chen led the Pledge of Allegiance.

I.C. STUDENT SHOWCASE

1. Townsend JHS
Music teacher Anne Rutt led the Townsend JHS Chimes ensemble in a musical performance.

I.D. COMMENTS FROM STUDENT REPRESENTATIVE

Jonah Botello announced that the Chino Hills HS dance team will hold a dance event on December 2 and December 3.

I.E. EMPLOYEE REPRESENTATIVES' COMMUNICATIONS

Yvette Farley, CHAMP President, thanked everyone who contributed to the success of the State of the District event; thanked CHAMP members who attended ACSA Region 12 Women's Leadership Network on Monday night in Ontario, and announced the next women's network event scheduled for May 7; thanked fellow CHAMP leadership team members for showing support and encouragement; and closed with a quote from Meredith Grey from Grey's Anatomy.

Steve Ball, A.C.T. President, thanked Superintendent Joseph for joining him at the A.C.T.'s annual Superintendent luncheon; said the Board has been invited to next month's Board dinner; said Assembly Member Freddie Rodriguez named Michelle Armijo as a teacher of the year from our District; announced recipients of the Chino Valley Lions Club mini grants; spoke about various A.C.T. sponsored events; and provided a bargaining update.

Danny Hernandez, CSEA Vice President, addressed the Board on behalf of CSEA and thanked District administration for accommodating the week's blood drive efforts.

I.F. COMMUNITY LIAISONS' COMMUNICATIONS

Art Bennett, Chino Hills city council, commended Townsend JHS chimes students, and said they will be performing at the December 12 Chino Hills city council meeting; said the Chino Hills tree lighting ceremony is scheduled for December 2; said the Chino Hills Boat parade is on December 15; said Chino Hills was named to the top *100 Best Cities to Raise Kids* list; commented on the Veterans' Day celebration; extended Thanksgiving wishes; and encouraged people to reach out and help someone in need.

Paul Rodriguez, Chino city council, attended the State of the District address; extended an invitation to the Chino tree lighting ceremony on December 5; said various youth groups and Chino Valley bands are participating in the annual Chino Parade on December 9; and extended Thanksgiving wishes.

Melissa Campani, County Supervisor Curt Hagman's office, invited the Board to his annual open house on December 7 in the Chino Hills City Hall lobby.

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

Bob Basile addressed the Board regarding and education workshop for high school advanced placement.

I.H. CHANGES AND DELETIONS

The following changes were read into the record: Business Services, Item III.B.2., was yellow-sheeted; and CIIS, Item III.C.1., was yellow-sheeted.

II. ACTION

II.A. ADMINISTRATION

II.A.1. Nominations for CSBA Delegate Assembly

Moved (Blair) seconded (Na) carried unanimously (5-0) to nominate Christina Cameron-Otero; Niccole Childs; Barbara J. Dew; Barbara Flores; Caryn Payzant; Barbara Schneider; Matt Slowik; Jane Smith; Donna West to the California School Boards Association Delegate Assembly. Student representative voted yes.

III. CONSENT

Pamela Feix pulled for separate action Item III.C.3., Moved (Na) seconded (Blair) carried unanimously (5-0) to approve the consent items, as amended. Student representative voted yes.

III.A. ADMINISTRATION

III.A.1. Minutes of the Regular Meetings of October 19, 2017, and November 2, 2017

Approved the minutes of the regular meetings of October 19, 2017, and November 2, 2017.

III.A.2. Establishment of Date and Time for Annual Organizational Meeting
Established December 14, 2017, at 7:00 p.m. as the annual organizational meeting of the Chino Valley Unified School District Board of Education.

III.B. BUSINESS SERVICES

III.B.1. Warrant Register
Approved/ratified the warrant register.

III.B.2. Fundraising Activities
Approved/ratified the fundraising activities, as amended.

III.B.3. Donations
Accepted the donations.

III.B.4. Legal Services
Approved payment for legal services to the law office of Atkinson, Andelson, Loya, Ruud & Romo.

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

III.C.1. School Sponsored Trips
Approved/ratified the following school-sponsored trips: Briggs K-8 and Chino Hills HS, as amended.

III.C.2. 2018 Supplemental Summer Instruction Program and Special Education Extended School Year
Approved the 2018 Supplemental Summer Instruction Program and Special Education Extended School Year.

III.C.3. Chino Valley Unified School District Strategic Plan and 2017/2020 Goals
Moved (Na) seconded (Blair) carried unanimously (5-0) to approve the Chino Valley Unified School District Strategic Plan and 2017/2020 Goals.

III.C.4. Revision of Board Policy 6164.2 Instruction—Guidance/Counseling Services
Approved the revision of Board Policy 6164.2 Instruction—Guidance/Counseling Services.

III.D. FACILITIES, PLANNING, AND OPERATIONS

III.D.1. Purchase Order Register
Approved/ratified the purchase order register.

III.D.2. Agreements for Contractor/Consultant Services
Approved/ratified the Agreements for Contractor/Consultant Services.

III.D.3. Resolution 2017/2018-29 and 2017/2018-30 for Authorization to Utilize Piggyback Contracts

Adopted Resolution 2017/2018-29 and 2017/2018-30 for authorization to utilize piggyback contracts.

III.D.4. Bid 17-18-07F, Rhodes ES Portable Classroom/Site Work Improvements

Awarded Bid 17-18-07F, Rhodes ES Portable Classroom/Site Work Improvements to Single Source Construction & Maintenance, Inc.

III.D.5. Appointment of Member to the Measure G Bond Citizens' Oversight Committee

Appointed Lou Alfonso as senior citizen organization representative on the Measure G Bond Citizens' Oversight Committee.

III.D.6. Revision of Board Policy 3280 Business and Noninstructional Operations—Sale or Lease of District-Owned Real Property

Approved the revision of Board Policy 3280 Business and Noninstructional Operations—Sale or Lease of District-Owned Real Property.

III.E. HUMAN RESOURCES

III.E.1. Certificated/Classified Personnel Items

Approved/ratified the certificated/classified personnel items.

III.E.2. Revision of Board Policy 1160 Community Relations—Political Processes

Approved the revision of Board Policy 1160 Community Relations—Political Processes.

III.E.3. Revision of Board Policy 4119.25, 4219.25, and 4319.25 All Personnel—Political Activities of Employees

Approved the revision of Board Policy 4119.25, 4219.25, and 4319.25 All Personnel—Political Activities of Employees.

III.E.4. Revision of Board Policy 4127, 4227, and 4327 All Personnel—Temporary Athletic Team Coaches

Approved the revision of Board Policy and Administrative Regulation 4127, 4227, and 4327 All Personnel—Temporary Athletic Team Coaches.

III.E.5. Review of Board Bylaw and Exhibit 9270—Conflict of Interest

Approved the review of Board Bylaw and Exhibit 9270—Conflict of Interest.

IV. INFORMATION**IV.A. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT****IV.A.1. Revision of Board Policy 0400 Philosophy-Goals-Objectives and Comprehensive Plans—Comprehensive Plans**

Received for information the revision of Board Policy 0400 Philosophy-Goals-Objectives and Comprehensive Plans—Comprehensive Plans.

IV.A.2. Revision of Board Policy and Administrative Regulation 0460 Philosophy-Goals-Objectives and Comprehensive Plans—Local Control and Accountability Plan

Received for information for information the revision of Board Policy and Administrative Regulation 0460 Philosophy-Goals-Objectives and Comprehensive Plans—Local Control and Accountability Plan.

IV.A.3. Revision of Board Policy 0500 Philosophy-Goals-Objectives and Comprehensive Plans – Accountability

Received for information for information the revision of Board Policy 0500 Philosophy-Goals-Objectives and Comprehensive Plans—Accountability.

IV.A.4. Deletion of Board Policy and Administrative Regulation 0520.2 Philosophy-Goals-Objectives and Comprehensive Plans—Title I Program Improvement Schools

Received for information for information the deletion of Board Policy and Administrative Regulation 0520.2 Philosophy-Goals-Objectives and Comprehensive Plans—Title I Program Improvement Schools.

IV.A.5. Revision of Board Policy and Administrative Regulation 5113 Students—Absences and Excuses

Received for information for information the revision of Board Policy and Administrative Regulation 5113 Students—Absences and Excuses.

IV.A.6. New Board Policy 5116.2 Students—Involuntary Student Transfers

Received for information for information new Board Policy 5116.2 Students—Involuntary Student Transfers.

IV.A.7. Revision of Board Policy and Administrative Regulation 6142.7 Instruction—Physical Education and Activity

Received for information for information the revision of Board Policy and Administrative Regulation 6142.7 Instruction – Physical Education and Activity.

IV.A.8. New Board Policy and Administrative Regulation 6172.1 Instruction—Concurrent Enrollment in College Classes

Received for information for information new Board Policy and Administrative Regulation 6172.1 Instruction—Concurrent Enrollment in College Classes.

IV.B. FACILITIES, PLANNING, AND OPERATIONS

IV.B.1. Deletion of Board Policy 3515.6 Business and Noninstructional Operations—Monitoring of District Vehicles

Received for information for information the deletion of Board Policy 3515.6 Business and Noninstructional Operations—Monitoring of District Vehicles.

IV.B.2. New Administrative Regulation 3515.6 Business and Noninstructional Operations—Criminal Background Checks for Contractors

Received for information for information new Administrative Regulation 3515.6 Business and Noninstructional Operations—Criminal Background Checks for Contractors.

IV.B.3. Revision of Board Policy 3540.2 Business and Noninstructional Operations—Pool Vehicle Use

Received for information for information the revision of Board Policy 3540.2 Business and Noninstructional Operations—Pool Vehicle Use.

V. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

Andrew Cruz attended the Robotics event and read an email from a parent whose child is involved in the program; acknowledged Brenda Dunkle for her efforts on the State of the District event; spoke about surveys that parents might find inappropriate and said parents have a right to opt out; and spoke about tax reform containing a specific definition for the unborn child and eligibility for a college saving account.

Irene Hernandez-Blair commended staff and the A.C.T. for taking the time to come to an agreement regarding political processes and activities policies; thanked Dr. Enfield for his expeditious research regarding the Aeries app; spoke about advocating for the restoration of minutes to lunch/recess; asked student representative Jonah Botello to reach out to students on the subject and see if students at the high school level have any ideas; and extended Thanksgiving wishes.

James Na spoke about the passing of Rhodes ES teacher Dan Fjeldsted; spoke about Thanksgiving and gratitude; and asked President Orozco to close the meeting in memory of Mr. Fjeldsted.

Pamela Feix attended the Robotics competition at Don Lugo HS; thanked Sylvia Orozco for highlighting students at the State of the District event; and extended Thanksgiving wishes.

Superintendent Joseph spoke about the annual Make a Child Smile event scheduled for December 6 sponsored by the Chino Valley Fire Foundation; congratulated the Briggs K-8 team for winning first place and three other awards at the San Bernardino County Rube Goldberg machine-making competition on November 4 in San Bernardino; said the nomination period has opened for Chino Valley Unified School District's annual Richard Gird Educational Hall of Fame until December 31, 2017; commended the State of the District event; and said Chino Invitational was dedicated to him.

President Orozco acknowledged retirees on the agenda; spoke about the State of the District event; spoke about Briggs K-8 winning several Rube Goldberg awards; and read Ralph Marston's poem *The Deeper You Go* and extended Thanksgiving wishes.

<p>VI. ADJOURNMENT</p>

President Orozco adjourned the regular meeting of the Board of Education at 8:03 p.m. in memory of Dan Fjeldsted.

President

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: December 14, 2017
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

\$4,931,142.66 to all District funding sources.

WMJ:SHC:LP:wc

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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Humility • Civility • Service

DATE: December 14, 2017
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
December 14, 2017

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>GATE</u>		
AdvoGATE	L.A. County Museum of Art Ticket Sale	1/13/18
<u>Cattle ES</u>		
ASB	Holiday Gram Sale	12/15/17
<u>Dickson ES</u>		
PTA	Christmas Movie Night	12/15/17
PTA	Holiday Boutique	12/15/17 - 12/19/17
<u>Hidden Trails ES</u>		
PTA	Souplantation Dine Out	1/17/18
<u>Marshall ES</u>		
PTO	Chuck E. Cheese Family Night Out	2/22/18
<u>Rolling Ridge ES</u>		
PTA	Firehouse Subs Family Dine Out	1/10/18
<u>Wickman ES</u>		
PTO	Family Fit Night	1/19/18
PTO	Chipotle Family Night Out	2/8/18
<u>Canyon Hills JHS</u>		
Renaissance	Bi-Monthly After School Smoothie Sale	12/15/17 - 5/17/18
Renaissance	Off Campus Krispy Kreme Sale	3/5/18 - 3/16/18
<u>Ayala HS</u>		
Key Club	Boat Parade Refreshment Sale	12/15/17
Choral Boosters	Chick-fil-A Family Night Out	12/19/17
Track & Field Boosters	Track & Field All-Comers Meet	1/13/18
Choral Boosters	Chick-fil-A Family Night Out	1/16/18

CHINO VALLEY UNIFIED SCHOOL DISTRICT
December 14, 2017

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Chino HS</u>		
Red Cross Club	CPR Training	1/11/18
<u>Chino Hills HS</u>		
Make A Wish Club	After School Holiday Goodie Sale	12/15/17
Link Crew Club	Movie Nights Concessions	12/15/17 - 5/31/18
Softball Team	Winter Camp	12/16/17
Girls Soccer Team	Off Campus Cookie Dough Sale	12/16/17 - 1/11/18
World Vision Club	Donation Drive	12/16/17 - 6/30/18
Make A Wish Club	After School Holiday Goodie Sale	12/18/17
Boys Soccer Team	Chipotle Family Night Out	1/17/18
Feed ONE Club	After School Goodie Sale	1/18/18 - 1/19/18
Baseball Boosters	BJ's Restaurant Family Night Out	3/29/18
Baseball Boosters	Yahoo's Family Night Out	4/5/18
Baseball Boosters	California Pizza Kitchen Family Night Out	4/12/18
Baseball Boosters	Chipotle Family Night Out	4/19/18
Baseball Boosters	Applebee's Family Night Out	4/26/18
Baseball Boosters	Panera Bread Family Night Out	5/3/18
Baseball Boosters	Pieology Family Night Out	5/9/18
<u>Don Lugo HS</u>		
Baseball Team	Angels Baseball Ticket Sale	1/5/18 - 1/19/18
Softball Team	Wetzel's Pretzels Dine Out	1/11/18
Hearts & Heroes Club	Monthly Family Nights Out	1/17/18 - 4/11/18
Softball Team	Monthly Family Nights Out	2/14/18 - 6/30/18
Cross Country/Track Team	Jog-A-Thon	2/24/18
Baseball Team	Rancho Cucamonga Quakes Ticket Sale	3/10/18 - 4/25/18

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: December 14, 2017
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
December 14, 2017

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<u>Borba ES</u>		
Edison International	Cash	\$200.00
<u>Hidden Trails ES</u>		
Anne Dilay	Cash	\$25.00
<u>Rhodes ES</u>		
Edison International	Cash	\$250.00
Rhodes PEP Club	Cash	\$1,898.48
<u>Wickman ES</u>		
Anonymous	Cash	\$300.00
Wickman PTO	Cash	\$300.00
<u>Alternative Education Center</u>		
Isabell Sherrill	5 Prom Dresses	\$500.00
<u>Canyon Hills JHS</u>		
David & Janine Madera	Cash	\$100.00
Peter Choi & Ann Chung	Cash	\$150.00
Farmer's Insurance	52 Binders	\$150.00
Capital Group	Cash	\$200.00
Western Paving Contractors, Inc.	Cash	\$200.00
Daniel Reed	45 Watt Solar Panel Kit	\$250.00
<u>Magnolia JHS</u>		
Rancho Del Chino Rotary Foundatio	Cash	\$250.00
Kelly & Keri Larned	8 Stater Bros. Gift Cards	\$200.00

CHINO VALLEY UNIFIED SCHOOL DISTRICT
December 14, 2017

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<u>Ramona JHS</u>		
Anonymous	Cash	\$300.00
<u>Chino HS</u>		
PBC Bottling Group LLC-LSV	Cash	\$101.00
CHS Pep Squad Boosters	Cash	\$305.00
<u>Don Lugo HS</u>		
Ele Snyder	Cash	\$20.00
Diamond Bar Lions Club	Cash	\$50.00
Carole McCleary	Cash	\$50.00
Ontario/Upland Lions Club	Cash	\$50.00
So. Calif. Journalism Education	Cash	\$50.00
Anaheim Lions Club	Cash	\$100.00
Robert J. Rohrer Family Trust	Cash	\$200.00
Kelli Cooper	Cash	\$375.00
Trala Music, LLC	Cash	\$375.00
Yadira Mejia	Cash	\$1,000.00
Veritas Health Services Inc.	Cash	\$2,000.00

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

DATE: December 14, 2017

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

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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		-	\$ 62,398.28
Margaret A. Chidester & Associates	September 2017	\$179,239.37	\$284,822.83
McCune & Harber, LLP	-	-	\$ 45.00
Parker & Covert LLP	-	-	\$ 247.50
	Total	\$179,239.37	\$347,513.61

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 office of Margaret A. Chidester & Associates.

FISCAL IMPACT

\$179,239.37 to the General Fund.

WMJ:SHC:LP:wc

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: December 14, 2017
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: APPLICATION TO OPERATE FUNDRAISING ACTIVITIES AND
OTHER ACTIVITIES FOR THE BENEFIT OF STUDENTS**

=====

BACKGROUND

Administrative Regulation 1230 Community Relations – School Connected Organizations requires that any person or group of people desiring to raise money to benefit a student or students at one or more schools within the District shall request authorization to operate by applying to the Chino Valley Unified School District 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 application to operate fundraising activities and other activities for the benefit of students.

FISCAL IMPACT

None.

WMJ:SHC:LP:wc

**CHINO VALLEY UNIFIED SCHOOL DISTRICT
December 14, 2017**

**AUTHORIZATION TO OPERATE FUNDRAISING ACTIVITIES
AND OTHER ACTIVITIES FOR THE BENEFIT OF STUDENTS**

Jr. High School

Ramona

Organization

Band Boosters

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: December 14, 2017
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 17/18-05

=====

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 these items 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 17/18-05.

FISCAL IMPACT

None.

WMJ:NE:SJ:ss

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
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DATE: December 14, 2017

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 READMISSION CASES 14/15-03A, 16/17-11, 16/17-30,
16/17-32, 16/17-37, 16/17-41, 16/17-45, AND 16/17-51**

=====

BACKGROUND

Administrative Regulation 5144.1 Students – Suspension and Expulsion/Due Process Readmission after Expulsion state:

- The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference, the student’s rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met.
- School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.
- The Superintendent or designee shall transmit his/her recommendation regarding readmission to the Board. The Board shall consider this recommendation, in closed session, if information disclosed would be in violation of Education Code 49073-49079. If a written request for open session is received from the parent/guardian or adult student, it shall be honored.

Approval of these items supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve student readmission cases 14/15-03A, 16/17-11, 16/17-30, 16/17-32, 16/17-37, 16/17-41, 16/17-45, and 16/17-51.

FISCAL IMPACT

None.

WMJ:NE:SJ:ss

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: December 14, 2017
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: Girls Wrestling Tournament Place: Rocklin, CA Chaperone: 4 students/2 chaperones	December 14-17, 2017	Cost: \$100.00 per student Funding Source: Fundraising
Site: Chino Hills HS Event: Spirit Leaders USA Nationals Place: Anaheim, CA Chaperone: 50 students/10 chaperones	February 23-25, 2018	Cost: \$250.00 per student Funding Source: Fundraising
Site: Chino Hills HS Event: Jazz Band and Wind Ensemble Heritage Music Festival Place: San Diego, CA Chaperone: 56 students/6 chaperones	March 15-18, 2018	Cost: \$400.00 per student Funding Source: Parents and Fundraising

FISCAL IMPACT

None.

Chino Valley Unified School District

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
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DATE: December 14, 2017
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 0400 PHILOSOPHY-GOALS-OBJECTIVES AND COMPREHENSIVE PLANS – COMPREHENSIVE PLANS

=====
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 0400 Philosophy-Goals-Objectives and Comprehensive Plans – Comprehensive Plans is being updated to include the Local Control and Accountability Plan as a comprehensive plan of the District and to emphasize the need for consistency among the documents that set direction for the District. This item was presented to the Board of Education on November 16, 2017, 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 0400 Philosophy-Goals-Objectives and Comprehensive Plans – Comprehensive Plans.

FISCAL IMPACT

None.

WMJ:GP:rtt

COMPREHENSIVE PLANS

The Board of Education believes that careful planning is essential to effective implementation of District programs and policies. Comprehensive plans shall identify cohesive strategies for school improvement and, provide stability in District operations, AND BE ALIGNED TO ENSURE CONSISTENCY AMONG DISTRICT APPROACHES FOR STUDENT ACADEMIC GROWTH AND ACHIEVEMENT.

~~The Superintendent or designee shall develop c~~Comprehensive plans for the implementation of ADOPTED BY the District's vision and goals, on specific policy topics SHALL INCLUDE THE LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP) and on other areas as PLANS required by law OR DETERMINED BY THE BOARD TO BE IN THE BEST INTEREST OF THE DISTRICT. ~~As appropriate, comprehensive~~ SUCH plans may describe, but not be limited to, anticipated short- and long-term needs, measurable outcomes, priorities, activities, available resources, timelines, staff responsibilities, and strategies for internal and external communications regarding the plan.

- (cf. 0000 - Vision)
- (cf. 0200 - Goals for the School District)
- (cf. 0430 - Comprehensive Local Plan for Special Education)
- (cf. 0440 - District Technology Plan)
- (cf. 0450 - Comprehensive Safety Plan)
- (cf. 0460 - Local Control and Accountability Plan)
- (cf. 0500 - Accountability)
- (cf. 1112 - Media Relations)
- (cf. 3516 - Emergencies and Disaster Preparedness Plan)
- (cf. 3543 - Transportation Safety and Emergencies)
- (cf. 4141.6/4241.6 - Concerted Action/Work Stoppage)
- (cf. 6171 - Title I Programs)
- (cf. 7110 - Facilities Master Plan, Determining Needs)

~~Comprehensive plans may be subject to review and approval by the Board of Education.~~ The process for developing comprehensive plans shall ~~invite~~ INCLUDE broad participation of school and community representatives. Committees may, AND WHEN REQUIRED BY LAW SHALL, be appointed to assist in the development of SUCH plans. DISTRICT ~~C~~comprehensive plans shall be available to the public and shall be ARE SUBJECT TO reviewed at regular intervals as specified within the plan AND APPROVAL BY THE BOARD OF EDUCATION.

- (cf. 1220 - Citizen Advisory Committees)
- (cf. 2230 - Representative and Deliberative Groups)
- (cf. 6020 - Parent Involvement)
- (cf. 9130 - Board Committees)

~~In addition, s~~School-level plans may be developed to meet the unique circumstances of individual school sites, provided that they are consistent with law, BOARD

COMPREHENSIVE PLANS (cont.)

POLICIES, DISTRICT ADMINISTRATIVE REGULATIONS, THE District vision, ~~Board policies, administrative regulations~~ THE LCAP, and OTHER Districtwide plans. School plans may be subject to review and approval of the Superintendent or designee, ~~and/~~ EXCEPT WHEN LAW or ~~the Board of Education~~ POLICY REQUIRES BOARD APPROVAL OF THE PLAN.

Legal Reference:

EDUCATION CODE

32280-32289 School safety plans

35035 Powers and Duties of Superintendent

35291 Rules (Power of Governing Board)

39831.3 Transportation safety plan

52060-52077 Local Control and Accountability Plan

56195-56195.10 Comprehensive local plans for special education

56205-56208 Requirements for special education plan

64001 Single School Plan for Student Achievement, consolidated application programs

CODE OF REGULATIONS, TITLE 5

560 Civil defense and disaster preparedness plans

UNITED STATES CODE, TITLE 20

6312 Local educational agency plan

Management Resources:

WEBSITES

California School Board Association: www.csba.org

Chino Valley Unified School District

Policy adopted: May 1, 2008

REVISED:

Chino Valley Unified School District

Our Motto:

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

DATE: December 14, 2017
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 0460 PHILOSOPHY-GOALS-OBJECTIVES AND COMPREHENSIVE PLANS – LOCAL CONTROL AND ACCOUNTABILITY PLAN

=====
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. The revision of Board Policy 0460 Philosophy-Goals-Objectives and Comprehensive Plans – Local Control and Accountability Plan (LCAP) is being updated to delete references to 5 CCR 15497.5 (repealed) which formerly contained the LCAP template. The LCAP template continues to be approved by the State Board of Education and is available on the California Department of Education website. Policy also adds a definition of “numerically significant student subgroups” whose needs must be addressed in the LCAP. This item was presented to the Board of Education on November 16, 2017, 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 0460 Philosophy-Goals-Objectives and Comprehensive Plans – Local Control and Accountability Plan.

FISCAL IMPACT

None.

WMJ:GP:rtt

LOCAL CONTROL AND ACCOUNTABILITY PLAN

The Board of Education desires to ensure the most effective use of available funding to improve outcomes for all students. A ~~community-based~~, comprehensive, data-driven planning process shall be used to identify annual goals and specific actions and to facilitate continuous improvement of District practices.

(cf. 0000 - Concepts and Roles)
(cf. 0200 - Goals for the School District)

The Board shall adopt a Districtwide Local Control and Accountability Plan (LCAP), ~~following~~ ~~BASED ON~~ the template ~~provided in 5 CCR 15497.5, which~~ ADOPTED BY THE STATE BOARD OF EDUCATION, THAT addresses the state priorities in Education Code 52060 and any local priorities adopted by the Board. The LCAP shall be updated on or before July 1 of each year and, like the District budget, shall cover the next fiscal year and subsequent two fiscal years. (Education Code 52060,52064, 5 CCR 15494-15497)

(cf. 3100 - Budget)

The LCAP shall focus on improving outcomes for all students, particularly those who are "unduplicated students" ~~and other~~ OR ARE PART OF ANY NUMERICALLY SIGNIFICANT STUDENT SUBGROUP THAT IS AT RISK OF OR IS underperforming students.

Unduplicated students include students who are eligible for free or reduced-price meals, English learners, and foster youth ~~and are counted only once~~, AS DEFINED IN EDUCATION CODE 42238.01 for purposes of the local control funding formula. (Education Code 42238.02)

(cf. 3553 - Free and Reduced Price Meals)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6174 - Education for English Learners)

NUMERICALLY SIGNIFICANT STUDENT SUBGROUPS INCLUDE ETHNIC SUBGROUPS, SOCIOECONOMICALLY DISADVANTAGED STUDENTS, ENGLISH LEARNERS, FOSTER YOUTH, AND HOMELESS STUDENTS, WHEN THERE ARE AT LEAST 30 STUDENTS IN THE SUBGROUP OR AT LEAST 15 FOSTER YOUTH OR HOMELESS STUDENTS, OR AS OTHERWISE DEFINED BY THE SUPERINTENDENT OF PUBLIC INSTRUCTION (SPI). (Education Code 42238.02)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6173 - Education for Homeless Children)

The LCAP shall also be aligned with other District and school plans to the extent possible in order to minimize duplication of effort and provide clear direction for program implementation.

LOCAL CONTROL AND ACCOUNTABILITY PLAN (cont.)

(cf. 0400 - Comprehensive Plans)
(cf. 0440 - District Technology Plan)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 5030 - Student Wellness)
(cf. 6171 - Title I Programs)
(cf. 7110 - Facilities Master Plan)

The Superintendent or designee shall review the Single Plan for Student Achievement (SPSA) submitted by each District school pursuant to Education Code 64001 to ensure that the specific actions included in the LCAP are consistent with strategies included in the SPSA. (Education Code 52062)

(cf. 0420 - School Plans/Site Councils)

The LCAP shall also be aligned with other District and school plans to the extent possible in order to minimize duplication of effort and provide clear direction for program implementation.

(cf. 0400 - Comprehensive Plans)
(cf. 0440 - District Technology Plan)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 5030 - Student Wellness)
(cf. 6171 - Title I Programs)
(cf. 7110 - Facilities Master Plan)

Any complaint that the District has not complied with legal requirements pertaining to the LCAP may be filed pursuant to AR 1312.3 - Uniform Complaint Procedures. (Education Code 52075)

(cf. 1312.3 - Uniform Complaint Procedures)

Plan Development

The Superintendent or designee shall gather data and information needed for effective and meaningful plan development and present it to the Board and community. Such data and information shall include, but not be limited to, data regarding the numbers of students in student subgroups, disaggregated data on student achievement levels, and information about current programs and expenditures.

The Superintendent or designee shall consult with teachers, principals, administrators, other school personnel, and employee bargaining units, parents/guardians, and students in developing the LCAP. Consultation with students shall enable unduplicated students and other numerically significant student subgroups to review and comment on LCAP development and may include surveys of students, student forums, student advisory committees, and/or meetings with student government bodies or other groups representing students. (Education Code 52060; 5 CCR 15495)

LOCAL CONTROL AND ACCOUNTABILITY PLAN (cont.)

(cf. 1220 - Citizen Advisory Committees)
(cf. 4140/4240/4340 - Bargaining Units)
(cf. 6020 - Parent Involvement)

Public Review and Input

The Board shall establish a parent advisory committee to review and comment on the LCAP. The committee shall be composed of a majority of parents/guardians and shall include at least one parent/guardian of an unduplicated student as defined above. (Education Code 52063; 5 CCR 15495)

Whenever District enrollment includes at least 15 percent English learners with at least 50 students who are English Learners, the Board shall establish an English learner parent advisory committee composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 15495)

The Superintendent or designee shall present the LCAP to the committee(s) before it is submitted to the Board for adoption, and shall respond in writing to comments received from the committee(s). (Education Code 52062)

The Superintendent or designee shall notify members of the public of the opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP. The notification shall be provided using the most efficient method of notification possible, which may not necessarily include producing printed notices or sending notices by mail. All written notifications related to the LCAP shall be provided in the primary language of parents/guardians when required by Education Code 48985. (Education Code 52062)

(cf. 5145.6 - Parental Notifications)

The Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP. The public hearing shall be held at the same meeting as the budget hearing required pursuant to Education Code 42127 and AR 3100 - Budget. (Education Code 42127, 52062)

(cf. 9320 - Meetings and Notices)

Adoption of the Plan

The Board shall adopt the LCAP prior to adopting the District budget, but at the same public meeting. This meeting shall be held after the public hearing described above, but not on the same day as the hearing.

LOCAL CONTROL AND ACCOUNTABILITY PLAN (cont.)

The Board may adopt revisions to the LCAP at any time during the period in which the plan is in effect, provided the Board follows the process to adopt the LCAP pursuant to Education Code 52062 and the revisions are adopted in a public meeting. (Education Code 52062)

Submission of Plan to County Superintendent of Schools

Not later than five days after adoption of the LCAP, the Board shall file the LCAP with the County Superintendent of Schools. (Education Code 52070)

If the County Superintendent sends, by August 15, a written request for clarification of the contents of the LCAP, the Board shall respond in writing within 15 days of the request. If the County Superintendent then submits recommendations for amendments to the LCAP within 15 days of receiving the Board's response, the Board shall consider those recommendations in a public meeting within 15 days of receiving the recommendations. (Education Code 52070)

Monitoring Progress

The Superintendent or designee shall report to the Board, at least annually in accordance with the timeline and indicators established by him/her and the Board, regarding the District's progress toward attaining each goal identified in the LCAP. Evaluation shall include, but not be limited to, an assessment of District and school performance based on evaluation rubrics adopted by the state board of education pursuant to Education Code 52064.5 REPORTED ON THE CALIFORNIA SCHOOL DASHBOARD. Evaluation Data be used to recommend any necessary revisions to the LCAP.

(cf. 0500 - Accountability)

Technical Assistance/Intervention

When it is in the best interest of the District, the Board may submit a request to the County Superintendent for technical assistance, including, but not limited to: (Education Code 52071)

1. Assistance in the identification of District strengths and weaknesses in regard to state priorities and review of effective, evidence-based programs that apply to the District's goals.
2. Assistance from an academic expert, team of academic experts, or another district in the county in identifying and implementing effective programs to improve the outcomes for student subgroups.

LOCAL CONTROL AND ACCOUNTABILITY PLAN (cont.)

3. Advice and assistance from the California Collaborative for Educational Excellence established pursuant to Education Code 52074.

In the event that the County Superintendent requires the District to receive technical assistance pursuant to Education Code 52071, the Board shall review all recommendations received from the County Superintendent or other advisor and shall consider revisions to the LCAP as appropriate in accordance with the process specified in Education Code 52062.

If the Superintendent of Public Instruction (SPI) identifies the District as needing intervention pursuant to Education Code 52072, the District shall cooperate with any action taken by the SPI or any academic advisor appointed by the SPI, which may include one or more of the following:

1. Revision of the District's LCAP.
2. Revision of the District's budget in accordance with changes in the LCAP.
3. A determination to stay or rescind any District action that would prevent the District from improving outcomes for all student subgroups, provided that action is not required by a collective bargaining agreement.

Legal Reference:**EDUCATION CODE**

305-306 English Language Education

17002 State School Building Lease-Purchase Law, including definition of good repair

33430-33436 Learning Communities for School Success Program; grants for LCAP implementation

41020 Audits

42127 Public hearing on budget adoption

42238.01-42238.07 Local control funding formula

44258.9 County superintendent review of teacher assignment

48985 Parental notices in languages other than English

51210 Course of study for grades 1-6

51220 Course of study for grades 7-12

52052 Academic Performance Index; numerically significant student subgroups

52060-52077 Local control and accountability plan

52302 Regional occupational centers and programs

52372.5 Linked learning pilot program

54692 Partnership academies

60119 Sufficiency of textbooks and instructional materials; hearing and resolution

60605.8 California Assessment of Academic Achievement; Academic Content Standards Commission

60811.3 Assessment of language development

64001 Single plan for student achievement

99300-99301 Early Assessment Program

CODE OF REGULATIONS, TITLE 5

15494-15497.5 Local Control and Accountability Plan and Spending Requirements

ACCOUNTABILITY

The Board of Education recognizes its responsibility to ensure accountability to the public for the performance of THE District AND EACH DISTRICT schools. The Board of Education shall regularly review the effectiveness of the District's programs, personnel, and fiscal operations, with a focus on the District's effectiveness in CAPACITY TO improvingE student achievement. The Board of Education shall establish appropriate processes and measures to monitor results and to evaluate progress toward accomplishing the District's vision and goals SET FORTH IN THE LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP).

(cf. 0000 - Concepts and Roles)
 (cf. 0200 - Goals for the School District)
 (cf. 0460 - Local Control and Accountability Plan)
 (cf. 2140 - Evaluation of the Superintendent)
 (cf. 3460 - Financial Reports and Accountability)
 (cf. 4115 - Evaluation/Supervision)
 (cf. 4215 - Evaluation/Supervision)
 (cf. 4315 - Evaluation/Supervision)
 (cf. 6011 - Academic Standards)
 (cf. 6141 - Curriculum Development and Evaluation)
 (cf. 6190 - Evaluation of the Instructional Program)
 (cf. 9400 - Board Self-Evaluation)

~~Indicators of District AND SCHOOL progress PERFORMANCE in improving student achievement shall include, but not be limited to, the Academic Performance Index (API) and the SHALL BE ANNUALLY EVALUATED BASED ON MULTIPLE measures of "Adequate Yearly Progress" (AYP) required under the federal SPECIFIED IN THE CALIFORNIA aAccountability AND CONTINUOUS IMPROVEMENT sSystem AS REPORTED ON THE CALIFORNIA SCHOOL DASHBOARD.~~

(cf. 6162.5 - Student Assessment)
 (cf. 6162.51 - State Academic Achievement Tests)

THE DISTRICT'S Aalternative schools serving high-risk student populations, including continuation high schools, opportunity schools, and community day schools, shall be subject to an alternative accountability system established by the Superintendent of Public Instruction. (Education Code 52052)

(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)
 (cf. 6184 - Continuation Education)
 (cf. 6185 - Community Day School)

The District and each District school shall demonstrate comparable improvement in academic achievement, ~~as measured by the API~~, for all numerically significant student subgroups. Numerically significant subgroups include ethnic subgroups,

LOCAL CONTROL AND ACCOUNTABILITY PLAN (cont.)

UNITED STATES CODE, TITLE 20

6312 Local educational agency plan
6826 Title III funds, local plans

Management Resources:

CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Promising Practices for Developing and Implementing LCAPs, Governance Brief, November 2016
Local Control Funding Formula, Issue 1: What Board Needs to Know About the New Rubrics, Governance Brief, rev. October 2016

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual
California School Dashboard
LCFF Frequently Asked Questions
Local Control and Accountability Plan and Annual Update (LCAP) Template
Family Engagement Framework: A tool for California School Districts, 2014
California Career Technical Education Model Curriculum Standards, 2013
California Common Core State Standards: English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects, rev. 2013
California Common Core State Standards: Mathematics, rev. 2013
California English Language Development Standards, 2012

WEBSITES

California School Boards Association: www.csba.org
California Department of Education: www.cde.ca.gov
California School Dashboard: www.caschooldashboard.org

Chino Valley Unified School District

Policy adopted: August 7, 2014

Revised: April 7, 2016

Revised: September 7, 2017

REVISED:

Chino Valley Unified School District

Our Motto:

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

DATE: December 14, 2017
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 0500 PHILOSOPHY-GOALS-OBJECTIVES AND COMPREHENSIVE PLANS – ACCOUNTABILITY

=====
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 0500 Philosophy-Goals-Objectives and Comprehensive Plans – Accountability is being updated to reflect the new state accountability system (the California School Dashboard), which consists of both state and local indicators to assist districts in identifying strengths and areas in need of improvement in each priority area addressed by the Local Control and Accountability Plan. This item was presented to the Board of Education on November 16, 2017, 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 0500 Philosophy-Goals-Objectives and Comprehensive Plans – Accountability.

FISCAL IMPACT

None.

WMJ:GP:rtt

ACCOUNTABILITY (cont.)

socioeconomically disadvantaged students, English learners, students with disabilities, and foster youth, AND HOMELESS STUDENTS, when the subgroup consists of at least 30 students with a valid test score or 15 foster youth OR HOMELESS STUDENTS. (Education Code 52052)

The Superintendent or designee shall provide regular reports to the Board and the public regarding District and school performance. Opportunities for feedback from students, parents/guardians, staff, and community members shall be made available as part of any review and evaluation of District programs and operations and as part of the development or annual update of the Local Control and Accountability Plan (LCAP).

(cf. 0510 - School Accountability Report Card)
 (cf. 1100 - Communication with the Public)
 (cf. 1112 - Media Relations)
 (cf. 1113 - District and School Websites)
 (cf. 1220 - Citizen Advisory Committees)
 (cf. 6020 - Parent Involvement)

Evaluation results may be used as a basis for revising District or school goals, updating the LCAP or other comprehensive plans, identifying and developing strategies to address disparities in achievement among student subgroups, implementing programmatic changes, determining the need for additional support or assistance, awarding incentives or rewards, and establishing other performance-based consequences.

(cf. 0400 - Comprehensive Plans)
 (cf. 0420 - School Plans/Site Councils)

Legal Reference:**EDUCATION CODE**

33127-33129 Standards and criteria for fiscal accountability
 33400-33407 California Department of Education evaluation of district programs
 44660-44665 Evaluation of certificated employees
 51041 Evaluation of the educational program
 52052-52052.1 Public school performance accountability program
 52060-52077 Local control and accountability plan

56366 Nonpublic, nonsectarian schools

60640-60649 California Assessment of Student Performance and Progress

CODE OF REGULATIONS, TITLE 5

1068-1074 Alternative schools accountability model, assessments

15440-15463 Standards and criteria for fiscal accountability

UNITED STATES CODE, TITLE 20

6311 Accountability, state plan

6312 Local educational agency plan

CODE OF FEDERAL REGULATIONS, TITLE 34

200.13-200.20 Adequate yearly system

200.30-200.48 State and LEA report cards and plans

ACCOUNTABILITY (cont.)

Management Resources:

WEBSITES

California School Boards Association: www.csba.org

California Department of Education, Accountability: www.cde.ca.gov/ta/ac

California School Dashboard: www.caschooldashboard.org

U.S. Department of Education: www.ed.gov

Chino Valley Unified School District

Policy adopted: September 21, 1995

Revised: May 20, 1999

Revised: May 15, 2008

Revised: August 7, 2014

REVISED:

Chino Valley Unified School District

Our Motto:

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

DATE: December 14, 2017
TO: Members, Board of Education
FROM: Wayne M. Joseph, Superintendent
PREPARED BY: Grace Park, Ed.D., Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
Mary Salcido, Director, Access and Equity
SUBJECT: DELETION OF BOARD POLICY 0520.2 PHILOSOPHY-GOALS-OBJECTIVES AND COMPREHENSIVE PLANS – TITLE I PROGRAM IMPROVEMENT SCHOOLS

=====

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 0520.2 Philosophy-Goals-Objectives and Comprehensive Plans – Title I Program Improvement Schools is being deleted as federal program improvement requirements have been suspended for the 2017/2018 school year and will, beginning in the 2018/2019 school year, be replaced by a new system of comprehensive and targeted improvement established by the Every Student Succeeds Act. This item was presented to the Board of Education on November 16, 2017, as information.

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 deletion of Board Policy 0520.2 Philosophy-Goals-Objectives and Comprehensive Plans – Title I Program Improvement Schools.

FISCAL IMPACT

None.

WMJ:GP:MS:rtt

TITLE I PROGRAM IMPROVEMENT SCHOOL

~~The Board of Education is committed to enabling all District students to meet state academic achievement standards and to narrowing the achievement gap among student groups. To that end, the district shall provide support and assistance to increase student achievement in any school that receives federal Title I funding, and has been identified by the California Department of Education as a Program Improvement (PI) school.~~

~~(cf. 6011 – Academic Standards)
(cf. 6162.5 – Student Assessment)
(cf. 6162.51 – State Academic Achievement Tests)
(cf. 6171 – Title I Programs)~~

~~The Superintendent or designee shall ensure that school improvement strategies developed for any PI school are coordinated, aligned and effectively implemented in accordance with administrative regulation and the Board-Approved school improvement plan.~~

~~(cf. 0420 – School Plans/Site Councils)
(cf. 0460 – Local Control and Accountability Plan)
(cf. 5116.1 – Intradistrict Open Enrollment)
(cf. 6179 – Supplemental Instruction)~~

~~As necessary, the Superintendent or designee shall determine corrective actions for schools in year 3 of PI and/or restructuring options for schools in year 4 of PI or beyond.~~

~~Whenever a school is identified for year 4 PI but is not identified as a “persistently lowest achieving school” pursuant to Education Code 53201, the parents/guardians of students attending that school may petition the Board to implement an intervention for the purpose of improving academic achievement or student safety, provided that the state limit on the number of such schools has not yet been reached. To be considered by the Board, the petition shall contain all required content and signatures and specify one.~~

~~Of four intervention models (i.e., turnaround model, restart model, school closure, or transformation model) or an alternative governance arrangement, as described in 5 CCR 4803-4807. The District shall implement the option requested by the parents/guardians unless, at a regularly scheduled public hearing, the Board makes a finding in writing stating the reason it cannot implement the recommended option and instead designates one of the other options to be implemented. (Education Code 53300-53303; 5 CCR 4800-4808)~~

TITLE I PROGRAM IMPROVEMENT SCHOOLS (cont.)**PROGRAM EVALUATION**

~~The Superintendent or designee shall develop an annual report card that includes the information specified in 20 USC 6311 for each District school and for the District as a whole. The required information may be incorporated into each school's school accountability report card. (20 USC 6311)~~

~~(cf. 0510 - School Accountability Report Card)
(cf. 6190 - Evaluation of the Instructional Program)~~

~~The report card shall be concise, presented in an understandable and uniform format, and, to the extent practicable, in a language that parents/guardians can understand. It shall be made accessible to the public on the District's web site. (20 USC 6311)~~

~~(cf. 1113 - District and School Websites)~~

~~As necessary based on the results of this evaluations, the Board may require the Superintendent or designee to review and revise any of the school's reform plans, including the school's Single Plan for Student Achievement, allocate additional resources toward the implementation of the plan, and/or require more frequent monitoring of the school's progress in order to raise student achievement.~~

Legal Reference:EDUCATION CODE

~~35256 School accountability report card
53200-53203 Persistently lowest achieving schools
53300-53303 Parent Empowerment Act
64000 Categorical programs included in consolidated application
64001 Single school plan for student achievement, consolidated application programs~~

CODE OF REGULATIONS, TITLE 5

~~11992-11994 Persistently dangerous schools, definition
4800-4808 Parent Empowerment petitions~~

UNITED STATES CODE, TITLE 20

~~1232g Family Educational Rights and Privacy Act
6301 Title I program purpose~~

~~6311 State plan; state and local educational agency report cards
6312 Local educational agency plan~~

~~6313 Eligibility of schools and school attendance areas; funding allocation
7912 Persistently dangerous schools~~

UNITED STATES CODE, TITLE 29

~~794 Section 504 of the Rehabilitation Act~~

CODE OF FEDERAL REGULATIONS, TITLE 34

~~99.1-99.67 Family Educational Rights and Privacy
200.49-200.51 State responsibilities
200.52-200.53 District improvement~~

TITLE I PROGRAM IMPROVEMENT SCHOOLS (cont.)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Every Student Succeeds Act 2016-17 School Year Transition Plan, April 2016-

FEDERAL REGISTER

Final Rule and Supplementary Information, October 29, 2008. Vol. 73, No. 210, pages-
64436-64513-

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Transitioning to the Every Student Succeeds Act (ESSA): Frequently Asked Questions, rev. May 4, 2016

WEBSITES

California School Boards Association: www.csba.org

California Department of Education, Program Improvement: www.cde.ca.gov/ta/ac/ti/programimprov.asp-

United States Department of Education: www.ed.gov

Chino Valley Unified School District

Policy Adopted: September 4, 2003

Revised: August 18, 2011

Revised: January 19, 2017

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 14, 2017
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: REVISION OF BOARD POLICY 5113 STUDENTS – ABSENCES AND EXCUSES

=====
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 5113 Students – Absences and Excuses adds language regarding absences related to confidential medical appointments. This item was presented to the Board on November 16, 2017, for 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 5113 Students – Absences and Excuses.

FISCAL IMPACT

None.

WMJ:NE:SJ:smr

ABSENCES AND EXCUSES

The Board of Education believes that regular attendance plays an important role in student achievement. ~~The Board recognizes its responsibility under the law to ensure that students attend school regularly. Parents/guardians of children aged six to 18 are obligated to send their children to school unless otherwise provided by law.~~ THE SUPERINTENDENT OR DESIGNEE SHALL WORK WITH PARENTS/GUARDIANS AND STUDENTS TO ENSURE THEIR COMPLIANCE WITH ~~The Board shall abide by~~ all state attendance laws and may use appropriate legal means to correct the problems of excessive CHRONIC absence or truancy.

(cf. 5112.1 - Exemptions from Attendance)
 (cf. 5112.2 - Exclusions from Attendance)
 (cf. 5113.1 - Chronic Absence and Truancy)
 (cf. 5121 - Grades/Evaluation of Student Achievement)
 (cf. 6154 - Homework/Makeup Work)

~~Excused Absences~~

Absence from school shall be excused only for health reasons, family emergencies and justifiable personal reasons, as permitted by law, Board policy and administration regulations. (Education Code ~~46010, 48216, 48205~~)

Student absence for religious instruction or participation in religious exercises away from school property may be considered excused subject to law and administrative regulations ~~and law~~. (Education Code 46014)

~~(cf. 6141.2 - Recognition of Religious Beliefs and Customs)~~

Inasmuch as SCHOOL ATTENDANCE AND class participation ~~is an~~ ARE integral part of TO students' learning experiences, parents/guardians and students shall be encouraged to schedule medical AND OTHER appointments during non-school hours.

STUDENTS SHALL NOT BE ABSENT FROM SCHOOL WITHOUT THEIR PARENTS/GUARDIANS' KNOWLEDGE OR CONSENT, EXCEPT IN CASES OF MEDICAL EMERGENCY OR, AS AUTHORIZED PURSUANT TO EDUCATION CODE 46010.1, FOR A CONFIDENTIAL MEDICAL APPOINTMENT.

~~At the beginning of each academic year, notifications shall be sent to the parents/guardians of all students and to all students in grades 7 through 12, informing them that school authorities may excuse any student from school to obtain confidential medical services without the consent of the student's parent/guardian. It shall be the policy of the District that students in grades K-6 shall not be released from school for the purpose of obtaining confidential medical services without the consent of the student's parent/guardian. (Education Code 46010.1)~~

ABSENCES AND EXCUSES (cont.)

~~(cf. 5145.6 – Parental Notifications)~~

~~Students in grades K-6 should not be absent from school without their parents/guardians' knowledge or consent except in cases of medical emergency. Students in grades 7-12 shall not be absent from school without their parents/guardians' knowledge or consent except in cases of medical emergency or confidential medical appointment.~~

~~A student's grades may be affected by excessive unexcused absences in accordance with Board policy.~~

~~(cf. 5121 – Grades/Evaluation of Student Achievement)~~

~~(cf. 6154 – Homework/Makeup Work)~~

Legal Reference:

EDUCATION CODE

1740 Employment of Personnel to Supervise Attendance (County Superintendent)

37201 School Month

37223 Weekend Classes

41601 Reports of Average Daily Attendance

42238-42250.1 Apportionments

46000 Records (Attendance)

46010-46014 Absences

46100-46119 Attendance in Kindergarten and Elementary Schools

46140-46147 Attendance in Junior High and High Schools

48200-48208 Children ages 6-18 (Compulsory Full-time Attendance)

48210-48216 Exclusions from Attendance

48240-48246 Supervisors of Attendance

48260-48273 Truants

48292 Filing Complaint Against Parent

48320-48324 School Attendance Review Boards

48340-48341 Improvement of Student Attendance

48980 Parental Notifications

49067 Unexcused Absences as Cause of Failing Grade

49701 Provisions of the Interstate Compact on Educational Opportunities for Military Children

ELECTIONS CODE

12302 Student Participation on Precinct Boards

FAMILY CODE

6920-6929 Consent by Minor for Medical Treatment

VEHICLE CODE

13202.7 Driving Privileges; Minors; Suspension or Delay for Habitual Truancy

WELFARE AND INSTITUTIONS CODE

601-601.4 Habitually Truant Minors

11253.5 Compulsory School Attendance

CODE OF REGULATIONS, TITLE 5

306 Explanation of Absence

420-421 Record of Verification of Absence Due to Illness and Other Causes

ABSENCES AND EXCUSES (cont.)

ATTORNEY GENERAL OPINIONS

87 Ops.Cal.Atty.Gen. 168 (2004)

66 Ops.Cal.Atty.Gen. 244 (1983)

COURT DECISIONS

American Academy of Pediatrics et al v. Lungren et al (1997) 16 Cal.4th 307

Management Resources:

CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Improving Student Achievement by Addressing Chronic Absence, Policy Brief, December 2010

WEBSITES

California School Boards Association: www.csba.org

Chino Valley Unified School District

Policy adopted: January 23, 1997

Revised: February 4, 1999

Revised: June 29, 2000

Revised: June 18, 2009

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 14, 2017

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: NEW BOARD POLICY 5116.2 STUDENTS – INVOLUNTARY STUDENT TRANSFERS

=====

BACKGROUND

Board policies, administrative regulations, and bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current District practice. Board Policy 5116.2 Students – Involuntary Student Transfers is being created to reflect new law Senate Bill 1343, 2016, which authorizes districts to involuntarily transfer a student who has been convicted of a specified violent felony or a misdemeanor associated with possession of a firearm, whenever the student is enrolled at the same school as the victim of the crime for which he/she was convicted. In order to exercise this authority, the District is mandated to adopt policy with specified components and provide notice of the policy to parents/guardians as part of the annual parental notification. This item was presented to the Board on November 16, 2017, for information.

New language is provided in UPPER CASE.

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

RECOMMENDATION

It is recommended the Board of Education approve new Board Policy 5116.2 Students – Involuntary Student Transfers.

FISCAL IMPACT

None.

WMJ:NE:SJ:smr

INVOLUNTARY STUDENT TRANSFERS

THE BOARD OF EDUCATION DESIRES TO ENROLL STUDENTS IN THE SCHOOL OF THEIR CHOICE BUT RECOGNIZES THAT CIRCUMSTANCES SOMETIMES NECESSITATE THE INVOLUNTARY TRANSFER OF SOME STUDENTS TO ANOTHER SCHOOL OR PROGRAM IN THE DISTRICT. THE SUPERINTENDENT OR DESIGNEE SHALL DEVELOP PROCEDURES TO FACILITATE THE TRANSITION OF SUCH STUDENTS INTO THEIR NEW SCHOOL OF ENROLLMENT.

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5116.1 - Intradistrict Open Enrollment)

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

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

AS APPLICABLE, WHEN DETERMINING THE BEST PLACEMENT FOR A STUDENT WHO IS SUBJECT TO INVOLUNTARY TRANSFER, THE SUPERINTENDENT OR DESIGNEE SHALL REVIEW ALL EDUCATIONAL OPTIONS FOR WHICH THE STUDENT IS ELIGIBLE, THE STUDENT'S ACADEMIC PROGRESS AND NEEDS, THE ENROLLMENT CAPACITY AT DISTRICT SCHOOLS, AND THE AVAILABILITY OF SUPPORT SERVICES AND OTHER RESOURCES.

WHENEVER A STUDENT IS INVOLUNTARILY TRANSFERRED, THE SUPERINTENDENT OR DESIGNEE SHALL PROVIDE TIMELY WRITTEN NOTIFICATION TO THE STUDENT AND HIS/HER PARENT/GUARDIAN AND AN OPPORTUNITY FOR THE STUDENT AND PARENT/GUARDIAN TO MEET WITH THE SUPERINTENDENT OR DESIGNEE TO DISCUSS THE TRANSFER.

STUDENTS CONVICTED OF VIOLENT FELONY OR MISDEMEANOR

A STUDENT MAY BE TRANSFERRED TO ANOTHER DISTRICT SCHOOL IF HE/SHE IS CONVICTED OF A VIOLENT FELONY, AS DEFINED IN PENAL CODE 667.5(C), OR A MISDEMEANOR LISTED IN PENAL CODE 29805 AND IS ENROLLED AT THE SAME SCHOOL AS THE VICTIM OF THE CRIME FOR WHICH HE/SHE WAS CONVICTED. (Education Code 48929)

BEFORE TRANSFERRING SUCH A STUDENT, THE SUPERINTENDENT OR DESIGNEE SHALL ATTEMPT TO RESOLVE THE CONFLICT. HE/SHE SHALL ALSO NOTIFY THE STUDENT AND HIS/HER PARENT/GUARDIAN OF THE RIGHT TO REQUEST A MEETING WITH THE PRINCIPAL OR DESIGNEE. (Education Code 48929)

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

(cf. 6164.2 - Guidance and Counseling Services)

INVOLUNTARY STUDENT TRANSFERS (CONT.)

PARTICIPATION OF THE VICTIM IN ANY CONFLICT RESOLUTION PROGRAM SHALL BE VOLUNTARY, AND HE/SHE SHALL NOT BE SUBJECTED TO ANY DISCIPLINARY ACTION FOR HIS/HER REFUSAL TO PARTICIPATE IN CONFLICT RESOLUTION.

THE PRINCIPAL OR DESIGNEE SHALL SUBMIT TO THE SUPERINTENDENT OR DESIGNEE A RECOMMENDATION AS TO WHETHER OR NOT THE STUDENT SHOULD BE TRANSFERRED. IF THE SUPERINTENDENT OR DESIGNEE DETERMINES THAT A TRANSFER WOULD BE IN THE BEST INTEREST OF THE STUDENTS INVOLVED, THE TRANSFER SHALL BE GRANTED.

THE DECISION TO TRANSFER A STUDENT SHALL BE SUBJECT TO PERIODIC REVIEW BY THE SUPERINTENDENT OR DESIGNEE.

THE SUPERINTENDENT OR DESIGNEE SHALL ANNUALLY NOTIFY PARENTS/GUARDIANS OF THE DISTRICT'S POLICY AUTHORIZING THE TRANSFER OF A STUDENT PURSUANT TO EDUCATION CODE 48929. (Education Code 48980)

(cf. 5145.6 - Parental Notifications)

OTHER INVOLUNTARY TRANSFERS

STUDENTS MAY BE INVOLUNTARILY TRANSFERRED FOR THE FOLLOWING CIRCUMSTANCES:

1. IF A HIGH SCHOOL STUDENT COMMITS AN ACT ENUMERATED IN EDUCATION CODE 48900 OR IS HABITUALLY TRUANT OR IRREGULAR IN SCHOOL ATTENDANCE, HE/SHE MAY BE TRANSFERRED TO A CONTINUATION SCHOOL. (Education Code 48432.5)
2. IF THE STUDENT IS EXPELLED FROM SCHOOL FOR ANY REASON, IS PROBATION-REFERRED PURSUANT TO WELFARE AND INSTITUTIONS CODE 300 OR 602, OR IS REFERRED BY A SCHOOL ATTENDANCE REVIEW BOARD OR ANOTHER FORMAL DISTRICT PROCESS, HE/SHE MAY BE TRANSFERRED TO A COMMUNITY DAY SCHOOL. (Education Code 48662)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6185 - Community Day School)

INVOLUNTARY STUDENT TRANSFERS (CONT.)

Legal Reference:

EDUCATION CODE

35146 Closed sessions; student matters
48430-48438 Continuation classes
48432.5 Involuntary transfer to continuation school
48660-48666 Community day schools
48662 Involuntary transfer to community day school
48900 Grounds for suspension and expulsion
48929 Transfer of student convicted of violent felony or misdemeanor
48980 Notice at beginning of term

PENAL CODE

667.5 Violent felony, definition
29805 Misdemeanors involving firearms

WELFARE AND INSTITUTIONS CODE

300 Minors subject to jurisdiction
602 Minors violating laws defining crime; ward of court

Management Resources:

WEBSITES

California School Boards Association: www.csba.org
California Department of Education: www.cde.ca.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: December 14, 2017
TO: Members, Board of Education
FROM: Wayne M. Joseph, Superintendent
PREPARED BY: Grace Park, Ed.D., Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
Rosie Hoang, Ed.D., Director, Assessment and Instructional Technology
SUBJECT: REVISION OF BOARD POLICY 6142.7 INSTRUCTION – PHYSICAL EDUCATION AND ACTIVITY

=====

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. The revision of Board Policy 6142.7 Instruction – Physical Education and Activity is being updated to add information regarding required qualifications of physical education teachers. Policy updated to clarify instructional time requirements and provide optional methods for documenting the number of instructional minutes provided. This item was presented to the Board of Education on November 16, 2017, 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 6142.7 Instruction – Physical Education and Activity.

FISCAL IMPACT

None.

WMJ:GP:rtt

PHYSICAL EDUCATION AND ACTIVITY

The Board of Education recognizes the positive benefits of physical activity on student health and academic achievement. The Board DISTRICT shall provide all students the opportunity to be physically active on a regular basis through high-quality physical education instruction and may provide additional opportunities for physical activity throughout the school day. The District's physical education and activity programs shall support the District's coordinated student wellness program and encourage students' lifelong fitness.

(cf. 5030 - Student Wellness)
(cf. 6142.8 - Comprehensive Health Education)

The District's physical education program shall provide a developmentally appropriate sequence of instruction aligned with state's model content standards and curriculum framework.

(cf. 6011 - Academic Standards)
(cf. 6143 - Courses of Study)

For grades 9-12, the overall course of study shall include the effects of physical activity upon dynamic health, the mechanics of body movement, aquatics, gymnastics and tumbling, individual and dual sports, rhythms and dance, team sports, and combatives. (Education Code 33352; 5 CCR 10060)

The Board shall approve the courses in grades 9-12 for which physical education credit may be granted.

(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)

The District's physical education program shall engage students in moderate to vigorous physical activity, as defined in the accompanying administrative regulation, for at least 50 percent of class or session time. The Superintendent or designee shall develop strategies to monitor the amount of moderate to vigorous physical activity that takes place in the physical education instructional program.

The Superintendent or designee shall ensure that the District's program provides students with equal opportunities for instruction and participation regardless of gender in accordance with law.

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

Students with disabilities shall be provided instruction in physical education in accordance with their Individualized Education Program or Section 504 accommodation plan.

PHYSICAL EDUCATION AND ACTIVITY (cont.)

(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education under Section 504)

During air pollution episodes, extreme weather, or other inclement conditions, physical education staff shall make appropriate adjustments to the program or shall seek alternative indoor space to enable students to participate in active physical education.

(cf. 3514 - Environmental Safety)
(cf. 5141.7 - Sun Safety)

~~Additional Opportunities for Physical Activity~~

The Superintendent or designee shall develop strategies to supplement physical education instruction with additional opportunities for students to be physically active before, during, and after the school day.

(cf. 1330.1 - Joint Use Agreements)
(cf. 5148 - Child Care and Development Program)
(cf. 5148.2 - Before/After School Program)
(cf. 6145 - Extracurricular and Cocurricular Activities)

Staffing

Physical education instruction shall be delivered by appropriately credentialed teachers who may be assisted by instructional aides, paraprofessionals, and/or volunteers.

(cf. 1240 - Volunteer Assistance)
(cf. 4112.2 - Certification)
(cf. 4112.21 - Interns)
(cf. 4113 - Assignment)
(cf. 4222 - Teacher Aides/Paraprofessionals)

The District shall provide physical education teachers with continuing professional development, including classroom management and instructional strategies designed to keep students engaged and active and to enhance the quality of physical education instruction and assessment.

(cf. 4131 - Staff Development)
(cf. 5121 - Grades/Evaluation of Student Achievement)

Physical Fitness Testing

The Superintendent or designee shall annually administer the physical fitness test designated by the State Board of Education (FITNESSGRAM) to students in grades 5, 7, and 9. (Education Code 60800; 5 CCR 1041)

PHYSICAL EDUCATION AND ACTIVITY (cont.)**Temporary Exemptions**

The Superintendent or designee may grant a temporary exemption from physical education under either of the following conditions: (Education Code 51241)

1. The student is ill or injured and a modified program to meet his/her needs cannot be provided.
2. The student is enrolled for one-half time or less.

Two-Year Exemptions

With a student's consent, the Superintendent or designee may exempt the student from physical education courses for any two years during grades 10-12 provided that the student has satisfactorily met at least five of the six standards of the ~~state's physical fitness test~~ FITNESSGRAM in grade 9. (Education Code 51241)

Upon request by students and/or their parents/guardians, the Superintendent or designee may administer the ~~physical fitness test~~ FITNESSGRAM to students in grades 10-12 who need to pass the test in order to qualify for a two-year exemption from physical education courses.

SUCH STUDENTS SHALL NOT BE PERMITTED TO ATTEND FEWER TOTAL HOURS OF COURSES AND CLASSES THAN THEY WOULD HAVE ATTENDED IF ENROLLED IN A PHYSICAL EDUCATION COURSE. (Education Code 51241)

(cf. 6112 - School Day)

Permanent Exemptions

The Superintendent or designee may grant a permanent exemption from physical education ~~to an individual student~~ under any of the following conditions: (Education Code 51241)

1. The student is AGE 16 years ~~of age~~ or older and has been enrolled in grade 10 for one or more academic years. HOWEVER, SUCH A STUDENT SHALL NOT BE PERMITTED TO ATTEND FEWER TOTAL HOURS OF COURSES AND CLASSES THAN HE/SHE WOULD HAVE ATTENDED IF ENROLLED IN A PHYSICAL EDUCATION COURSE.
2. The student is enrolled as a postgraduate student.
3. The student is enrolled in a juvenile home, ranch, camp, or forestry camp school with scheduled recreation and exercise.

PHYSICAL EDUCATION AND ACTIVITY (cont.)**Other Exemptions**

The Superintendent or designee may grant A STUDENT an exemption from physical education under the following special circumstances:

1. WHEN ~~the student~~ IS in ANY OF grades 10-12 AND is excused for up to 24 clock hours in order to participate in automobile driver training. HOWEVER, ANY SUCH STUDENT SHALL ATTEND A MINIMUM OF 7,000 MINUTES OF PHYSICAL EDUCATION INSTRUCTION DURING THE SCHOOL YEAR. (Education Code 51222)
2. WHEN ~~the student~~ IS in ANY OF grades 10-12, attends a regional occupational center or program, and, because of the travel time involved, would experience hardship to attend PHYSICAL EDUCATION COURSES. ANY SUCH STUDENT SHALL HAVE A MINIMUM SCHOOL DAY OF 180 MINUTES. (Education Code 52316)
3. WHEN ~~the student~~ is in high school and is engaged in a regular school-sponsored interscholastic athletic program carried on wholly or partially after regular school hours. (Education Code 51242)

(cf. 6145.2 - Athletic Competition)

Program Evaluation

The Superintendent or designee shall annually report to the Board ~~the EACH SCHOOL'S FITNESSGRAM results of the state physical fitness testing for each school and~~ FOR EACH applicable grade level. He/she shall also report to the Board regarding the number of instructional minutes offered in physical education for each grade level, the number of two-year and permanent exemptions granted pursuant to Education Code 51241, and any other data agreed upon by the Board and the Superintendent or designee to evaluate program quality and the effectiveness of the District's program in meeting goals for physical activity.

(cf. 0500 - Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:**EDUCATION CODE**

33126 School accountability report card
 33350-33354 CDE responsibilities re: physical education
 35256 School accountability report card
 44250-44277 Credential types
 49066 Grades; physical education class
 51210 Course of study, grades 1-6

PHYSICAL EDUCATION AND ACTIVITY (cont.)

51220 Course of study, grades 7-12

51222 Physical education

51223 Physical education, elementary schools

51241 Temporary, two-year or permanent exemption from physical education

51242 Exemption from physical education for athletic program participants

52316 Excuse from attending physical education classes

60800 Physical performance test

CODE OF REGULATIONS, TITLE 5

1040-1048 Physical performance test

3051.5 Adapted physical education for individuals with exceptional needs

4600-4687 Uniform complaint procedures

10060 Criteria for high school physical education programs

80020 Additional assignment authorizations for specific credentials

80037 Designated subjects teaching credential; special teaching authorization in physical education

80046.1 Added authorization to teach adapted physical education

UNITED STATES CODE, TITLE 29

794 Rehabilitation Act of 1973, Section 504

UNITED STATES CODE, TITLE 42

1758b Local wellness policy

ATTORNEY GENERAL OPINIONS

53 Ops.Cal.Atty.Gen. 230 (1970)

COURT DECISIONS

Doe v. Albany Unified School District (2010) 190 Cal.App.4th 668

Cal200 et al. v. San Francisco Unified School District et al. (2013), San Francisco Superior Court, Case No. CGC-13-534975

Cal200 et al. v. Oakland Unified School District et al. (San Francisco Superior Court, Case No. CPF-14-513959

Management Resources:**CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS**

Districts at Risk from Lawsuits Regarding PE Instructional Minute Requirement, Legal Alert, May 2015

Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. 2012

Active Bodies, Active Minds: Physical Activity and Academic Achievement, Fact Sheet, February 2010

Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, rev. February 2010

Maximizing Opportunities for Physical Activity During the School Day, Fact Sheet, November 2009

Moderate to Vigorous Physical Activity in Physical Education to Improve Health and Academic Outcomes, Fact Sheet, November 2009

Physical Education and California Schools, Policy Brief, rev. October 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Physical Education Framework for California Public Schools: Kindergarten Through Grade 12, 2009

Physical Education Model Content Standards for California Public Schools: Kindergarten Through Grade 12, January 2005

Adapted Physical Education Guidelines for California Schools, 2003

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Health Index (SHI): Self-Assessment and Planning Guide 2014

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

The Administrator's Assignment Manual, 2007

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS

2008 Physical Activity Guidelines for Americans, October 2008

PHYSICAL EDUCATION AND ACTIVITY (cont.)

WEBSITES

CALIFORNIA SCHOOL BOARDS ASSOCIATION: www.csba.org
California Department of Education, Physical Fitness Testing: www.cde.ca.gov/ta/tg/pf
California Healthy Kids Resource Center: www.californiahealthykids.org
California Project LEAN (Leaders Encouraging Activity and Nutrition): www.californiaprojectlean.org
Centers for Disease Control and Prevention: www.cdc.gov
Commission on Teacher Credentialing: www.ctc.ca.gov
Educational Data System, California physical fitness: www.eddata.com/projects/current/cpf
Healthy People 2010: www.healthypeople.gov
National Association for Sport and Physical Education: www.aahperd.org/naspe
President's Council on Physical Fitness and Sports: www.fitness.gov
U.S. Department of Health and Human Services: www.health.gov

Chino Valley Unified School District

Policy adopted: August 21, 1997

Revised: May 3, 2000

Revised: March 5, 2009

Revised: August 6, 2009

Revised: May 20, 2010

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 14, 2017
TO: Members, Board of Education
FROM: Wayne M. Joseph, Superintendent
PREPARED BY: Norm Enfield, Ed.D., Deputy Superintendent
Preston R. Carr, Ed.D., Director, Alternative Education
SUBJECT: NEW BOARD POLICY 6172.1 INSTRUCTION – CONCURRENT ENROLLMENT IN COLLEGE CLASSES

=====
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. The creation of Board Policy 6172.1 Instruction – Concurrent Enrollment in College Classes provides the District with a process for CVUSD students to achieve college credit at the same time they are earning a high school diploma. This item was presented to the Board on November 16, 2017, for information.

New language is provided in UPPER CASE.

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

RECOMMENDATION

It is recommended the Board of Education approve new Board Policy 6172.1 Instruction – Concurrent Enrollment in College Classes.

FISCAL IMPACT

None.

WMJ:NE:PRC:smr

CONCURRENT ENROLLMENT IN COLLEGE CLASSES

THE BOARD OF EDUCATION DESIRES TO PROVIDE OPPORTUNITIES FOR ELIGIBLE DISTRICT STUDENTS TO ENROLL CONCURRENTLY IN COURSES OFFERED AT POSTSECONDARY INSTITUTIONS IN ORDER TO FOSTER INDIVIDUAL STUDENT ACHIEVEMENT, INCREASE OPPORTUNITIES FOR STUDENTS TO COMPLETE COLLEGE PREPARATORY COURSE REQUIREMENTS OR CAREER TECHNICAL EDUCATION PREPARATION, AND PREPARE STUDENTS FOR A SMOOTH TRANSITION INTO COLLEGE BY PROVIDING EXPOSURE TO THE COLLEGIATE ENVIRONMENT.

(cf. 6143 - Courses of Study)
(cf. 6172 - Gifted and Talented Student Program)
(cf. 6178 - Career Technical Education)
(cf. 6178.2 - Regional Occupational Center/Program)

WHEN IT IS DETERMINED THAT THE POSTSECONDARY COURSE IN WHICH THE STUDENT INTENDS TO ENROLL IS SUBSTANTIALLY EQUIVALENT TO A COURSE PROVIDED BY THE DISTRICT, THE STUDENT MAY RECEIVE CREDIT TOWARD HIGH SCHOOL GRADUATION REQUIREMENTS IN ADDITION TO CREDIT RECEIVED FROM THE COLLEGE.

(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)

APPROVAL OF CONCURRENT ENROLLMENT

THE SUPERINTENDENT OR DESIGNEE MAY APPROVE A LIMITED NUMBER OF STUDENTS OF ANY AGE OR GRADE LEVEL TO APPLY FOR PART-TIME OR FULL-TIME CONCURRENT ENROLLMENT IN A COMMUNITY COLLEGE OR FOUR-YEAR COLLEGE WHEN IT IS DETERMINED TO BE IN THE STUDENT'S BEST INTEREST AND THE STUDENT IS ADEQUATELY PREPARED FOR SUCH COURSEWORK.

UPON RECOMMENDATION OF THE PRINCIPAL AND WITH PARENT/GUARDIAN CONSENT, THE SUPERINTENDENT OR DESIGNEE MAY AUTHORIZE A STUDENT TO APPLY FOR ATTENDANCE AT A COMMUNITY COLLEGE DURING ANY SESSION OR TERM AS A SPECIAL PART-TIME OR FULL-TIME STUDENT AND TO UNDERTAKE ONE OR MORE COURSES OF INSTRUCTION OFFERED AT THE COMMUNITY COLLEGE LEVEL. (Education Code 48800)

WITHIN THE ENROLLMENT LIMITS AND EXCEPTIONS ALLOWED BY LAW, THE PRINCIPAL MAY RECOMMEND A STUDENT FOR COMMUNITY COLLEGE SUMMER SESSION IF THAT STUDENT DEMONSTRATES ADEQUATE PREPARATION IN THE DISCIPLINE TO BE STUDIED AND EXHAUSTS ALL OPPORTUNITIES TO ENROLL IN AN EQUIVALENT COURSE, IF ANY, AT HIS/HER SCHOOL OF ATTENDANCE. (Education Code 48800)

CONCURRENT ENROLLMENT IN COLLEGE CLASSES (CONT.)

ANY STUDENT'S PARENT/GUARDIAN MAY PETITION THE SUPERINTENDENT OR DESIGNEE TO AUTHORIZE FULL-TIME ATTENDANCE AT A COMMUNITY COLLEGE IF HE/SHE BELIEVES THE STUDENT WOULD BENEFIT FROM ADVANCED SCHOLASTIC OR CAREER TECHNICAL WORK THAT WOULD BE AVAILABLE. (Education Code 48800.5)

IF THE SUPERINTENDENT OR DESIGNEE DENIES A REQUEST FOR SPECIAL PART-TIME OR FULL-TIME ENROLLMENT AT A COMMUNITY COLLEGE FOR A STUDENT WHO IS IDENTIFIED AS HIGHLY GIFTED AND TALENTED, THE SUPERINTENDENT OR DESIGNEE SHALL ISSUE ITS WRITTEN RECOMMENDATION AND THE REASONS FOR THE DENIAL WITHIN 15 DAYS. THE STUDENT'S PARENT/GUARDIAN MAY THEN SUBMIT AN APPEAL TO THE BOARD. THE BOARD SHALL ISSUE ITS WRITTEN DECISION WITHIN 30 DAYS BUT NO MORE THAN 60 DAYS OF THE APPEAL.

PROGRAM EVALUATION

THE SUPERINTENDENT OR DESIGNEE SHALL REGULARLY REPORT TO THE BOARD REGARDING THE NUMBER OF DISTRICT STUDENTS PARTICIPATING IN THE CONCURRENT ENROLLMENT OPTION, THEIR SUCCESS IN COMPLETING IN POSTSECONDARY COURSES, AND ANY IMPACT ON THEIR ACHIEVEMENT IN DISTRICT COURSES.

(cf. 0500 - Accountability)
(cf. 6162.5 - Student Assessment)
(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:

EDUCATION CODE

46145-46147 Minimum day, High School
48800-48802 Enrollment of Gifted Students in Community College
51225.3 Alternative Means of Satisfying Graduation Requirements
52200-52212 Gifted and Talented Education Program
76000-76002 Enrollment in Community College

Management Resources:

WEBSITES

California Community Colleges System: www.cccco.edu
California Department of Education: www.cde.ca.gov
California Postsecondary Education Commission: www.cpec.ca.gov
California State University: www.calstate.edu
Foundation for California Community Colleges, Early College High School Initiative:
www.foundationccc.org/ECHS
University of California: www.universityofcalifornia.edu

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: December 14, 2017

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: CAREER TECHNICAL EDUCATION/CARL D. PERKINS ADVISORY COMMITTEE

=====

BACKGROUND

The Carl D. Perkins application for funding requires the existence of a District Career Technical Education/Carl D. Perkins Advisory Committee, as outlined in California Education Code section 8070 which states in part, “the governing board of each school district participating in a Career Technical Education (CTE) program shall appoint a CTE Advisory Committee to develop recommendations on the program and to provide liaison between the district and potential employers.” The Career Technical Education/Carl D. Perkins Advisory Committee shall be Board approved annually.

Members of this committee shall be comprised of students, parents, teachers, members of special populations, business and industry representatives, school administration, and the field office of the Department of Employment Development.

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

RECOMMENDATION

It is recommended the Board of Education approve the Career Technical Education/Carl D. Perkins Advisory Committee as follows:

- Jennell Acker, Teacher, Chino Hills HS (Hospitality & Tourism);
- Diane Armijo, Armijo News and ABC Public Relations;
- Michael Armijo, Armijo News and ABC Public Relations;
- Alyssa Berry, Teacher, Don Lugo HS (Agriculture);
- Michael J. Bidart, Trial Lawyer, Shernoff Bidart Echeverria, LLP;

Yvette Bookout, Computer Operations Support Technician, CVUSD;
Charlie Ceballos, Student, Chino Hills HS (Hospitality & Tourism);
Scott Eckersall, Engineer, Eckersall, LLC;
Brian Engstrom, Teacher, Don Lugo HS (Engineering);
Reem Hassan, Student, Chino Hills HS (Hospitality & Tourism);
Krunali Mehta, Student, Chino Hills HS (Hospitality & Tourism);
Rishka Mehta, Student, Chino Hills HS (Hospitality & Tourism);
Mike Rolland, Teacher, Chino Hills HS School (Digital Design);
Kathy Tan, Parent, Chino Hills HS;
Natalie Tong, So. Cal. Prog. Coord., CA Restaurant Association Educational Foundation;
Lorraine Vara, Teacher, Chino HS (Law & Justice); and
Elizabeth Williams, Teacher, Chino HS (Culinary).

FISCAL IMPACT

None.

WMJ:GP:JR:lar

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: December 14, 2017

TO: Members, Board of Education

FROM: Wayne M. Joseph, Superintendent

PREPARED BY: Grace Park, Ed.D., Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
Sherri Johnson, Psy.D., Director, Health Services and Child Development

SUBJECT: AGREEMENT BETWEEN THE CITY OF CHINO HILLS AND CHINO VALLEY UNIFIED SCHOOL DISTRICT HOPE FOR HEALTH FOR PUBLIC SERVICE PROJECT FISCAL YEAR 2017/2018

=====

BACKGROUND

On October 4, 2017, the Chino Valley Unified School District (CVUSD) Health Clinic received Community Development Block Grant funds from the United States Government under Title I of the Housing and Community Development Act of 1974 through the City of Chino Hills.

The CVUSD Health Clinic will provide health care services at the Alternative Education Center for low/moderate-income families who reside in Chino Hills. Services provided will be in compliance with all applicable federal, state and local rules and regulations governing these funds for fiscal year 2017/2018.

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

RECOMMENDATION

It is recommended the Board of Education approve the agreement between the city of Chino Hills and Chino Valley Unified School District Hope for Health for Public Service Project Fiscal Year 2017/2018.

FISCAL IMPACT

An award of \$10,000.00 to the CVUSD Health Clinic program.

WMJ:GP:SJ:jg

SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN THE CITY OF CHINO HILLS AND CHINO VALLEY UNIFIED SCHOOL DISTRICT HOPE FOR HEALTH FOR PUBLIC SERVICE PROJECT FISCAL YEAR 2017-2018

THIS AGREEMENT, entered this 4th day of October 2017, by and between the City of Chino Hills (herein called the "Grantee") and Chino Valley Unified School District, HOPE for Health. (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for providing health care services and medical treatment for low/moderate-income families in Los Serranos from July 1, 2017 to June 30, 2018. With the funding from the 2017 Community Development Block Grant Program (CFDA #14.218) of the City of Chino Hills, the program and services provided by the Subrecipient will be administered in compliance with all applicable Federal, state and local rules and regulations governing these funds, and in a manner satisfactory with the Grantee.

Program Delivery

Provide Health Care Services for low/moderate-income families in Los Serranos at a satellite clinic which is located at the HOPE Family Resource Center at 15650 Pipeline Avenue.

General Administration

Administrative services in connection with the above stated activities will be provided by Chino Valley Unified School District, HOPE for Health.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low/moderate-income persons; aid in the prevention or elimination of

slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity carried out under this Agreement will meet the Low/Mod Clientele LMC National Objective. This goal will be met by providing low/moderate-income people with healthcare services.

C. Beneficiary Qualification

Under CDBG regulations, the following clientele categories are presumed to be low and moderate-income persons and can qualify for service regardless of income: abused children; battered spouses; elderly persons (60 and older); severely disabled adults, homeless persons; illiterate adults; persons living with AIDS, and migrant farm workers.

All persons who benefit from services performed under this Contract must qualify as being battered spouses and abused children, hereinafter referred to as BENEFICIARIES. Under CDBG regulations, battered spouses and abused children are presumed to be low and moderate-income persons. Therefore, no further documentation of the beneficiary incomes will be required.

D. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

Activity	Total Units/Year
Health Care Services	at least 200 residents

Program performance is to be tracked by the Subrecipient and reported to the Grantee on a quarterly basis, with a cumulative year to date component. Persons assisted will be tracked by income level (of extremely low, low or moderate income level as defined by HUD), ethnicity (using HUD approved categories based on the 2010 US Census), female head of household, senior and/or disabled status.

Subrecipient is required to submit data necessary to complete the Comprehensive Annual Performance Report in accordance with HUD regulations in the format and at the time designated by Grantee. On a quarterly basis, by the 15th of the month following the quarter end, the subrecipient shall submit a completed QUARTERLY PERFORMANCE REPORT, Exhibit A.

Subrecipient agrees to prepare and submit financial, program progress, and other reports as required by HUD or Grantee directives. Subrecipient shall maintain such program, property, personnel, financial, statistical and other records, supporting documents, and accounts as are considered necessary by HUD or Grantee to assure proper accounting for all Contract funds. All Subrecipient records, with the exception of confidential client

information, shall be made available to representatives of Grantee and the appropriate federal agencies.

E. Staffing

Staffing associated with providing health services as follows:

Title	Hourly Rate	Yearly Salary	Hours Per Week	Percentage
Nurse Practitioner	\$65.27	\$ 50,167	35	8.20%
Health Technician	\$21.18	\$ 30,254	35	5.86%

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

F. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Grantee or its designee will conduct periodic program monitoring reviews. These reviews will focus on the extent to which the planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program. Authorized representatives of the Grantee and HUD shall have the right of access to all activities and facilities operated by Subrecipient under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings and observation of on-going program functions. Subrecipient will permit on-site inspection by Grantee, and HUD representatives, and ensure that its employees and board members furnish such information, as in the judgment of the Grantee and HUD representatives, may be relevant to the question of compliance with contractual conditions and HUD directives, or the effectiveness, legality, and achievements of the program. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of July 2017 and end on the 30th day of June 2018. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income. This contract does not reimburse any expenditure made after the completion date of the contract without written authorization to extend the contract. The Grantee will recapture any funds not expended after the completion date of the contract.

III. **BUDGET**

Line Item	Amount
Equipment & Supplies	\$9,000
Promotion	\$1,000

Any indirect costs charged must be consistent with the conditions of Paragraph X(C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. **USE OF FUNDS**

Funds allocated pursuant to this Contract shall be used exclusively for costs included in the Subrecipient program budget. Contract funds shall not be used as security or to guarantee payments for any non-program obligations, or as loans for non-program activities.

V. **PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed ten thousand dollars (**\$10,000**). This payment shall constitute full and complete compensation for Subrecipient services under this Contract. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance in satisfying the scope of work obligations under the terms of this Contract. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Disbursement of payments to Subrecipient shall be made by quarterly reimbursements, contingent upon Grantee receipt of a quarterly summary statement for the prior three month's expenditures. Quarterly expenditure reports shall be documented with "audit ready" supportive evidence of each expenditure and proof of payment, in accordance with HUD regulations (24 CFR 84.21). Reimbursements shall be limited to the total of approved properly documented expenditures. Quarterly reimbursements shall be evenly amortized over the remaining term of this Contract unless otherwise approved by Grantee. All reimbursement requests must be submitted no later than 30 days after the expiration of this Contract. Requests received after said 30-day period shall be considered non-compliant and not eligible for reimbursement under the terms of this Contract.

Subrecipient must submit said quarterly expenditure reports by the 15th day of the month following the quarter end regardless of expenditure amount. Submittal of an expenditure report after the fifteenth (15th) day of the month, in which payment is requested, will cause unavoidable delays in payment processing.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

VI. FISCAL LIMITATIONS

While not presently anticipated, HUD may, in the future, place programmatic or fiscal limitation(s) on Grantee CDBG funds. Accordingly, Grantee reserves the right to revise this Contract in order to take account of actions affecting HUD program funding. In the event of funding reduction, Grantee may reduce the budget of this Contract as a whole or as to cost category, may limit the rate of Subrecipient's authority to commit and spend funds, or may restrict Subrecipient's use of both its uncommitted and its unspent funds. Where HUD has directed or requested Grantee to implement a reduction in funding, in whole or as to cost category, with respect to funding for this Contract, Grantee may implement and effect such a reduction and in revising the Contract for such purpose. Where Grantee has reasonable grounds to question the fiscal accountability, financial soundness, or compliance with this Contract of Subrecipient, Grantee may act to suspend the operation of this Contract for up to sixty (60) days upon three (3) days notice to Subrecipient of its intention to so act, pending an audit or other resolution of such questions. In no event, however, shall any revision made by Grantee affect expenditures and legally binding commitments made by Subrecipient before it receives notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable and that such commitments are consistent with HUD cash withdrawal guidelines.

VII. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

<u>Grantee</u>	<u>Subrecipient</u>
City of Chino Hills Community Services Dept. Alma Hernandez, Sr. Mgmt. Analyst 14000 City Center Drive Chino Hills, CA 91709 (909) 364-2717	Chino Valley Unified School District HOPE for Health Sherri Johnson 5130 Riverside Drive Chino, CA 91710 (909) 548-6090

VIII. SPECIAL CONDITIONS

None

IX. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

Subrecipient shall make every effort to ensure that all projects funded wholly or in part by CDBG funds shall provide equal employment and career advancement opportunities for minorities and women. In addition, Subrecipient shall make every effort to employ residents of the area and shall keep a record of the positions that have been created directly or as a result of this program.

Subrecipient shall comply with Executive Orders 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107, (Equal Employment Opportunity), Executive Orders 11625, 12138, 12432, 12250, and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, and other applicable Federal, state and local laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

All parties agree to be bound by applicable federal, state, and local laws, ordinances, regulations, and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the ACT; 24 Code of Federal Regulations, Part 570 and Part 84; and U.S. Office of Management and Budget Circulars A-122, and A-133.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. All parties hereto in the performance of this Contract will be acting in independent capacities and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. HUD Hold Harmless

Subrecipient shall indemnify, defend and hold harmless Grantee against any liability, claims, losses, demands, and actions incurred by Grantee as a result of the determination by HUD or its successor that activities undertaken by Subrecipient under the program(s) fail

to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to Subrecipient under this Contract were improperly expended. The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Indemnification

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

E. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

F. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

G. Proof of Coverage

Subrecipient shall immediately furnish certificates of insurance to Grantee evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to Grantee, and Subrecipient shall maintain such insurance from the time Subrecipient commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Contract, Subrecipient shall furnish certified copies of the policies and all endorsements. Subrecipient shall complete and submit Contract Exhibit 5 of 7, INSURANCE INVENTORY, along with the above-required insurance documents.

H. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

I. Amendments

This writing with attachments, embodies the whole of this Contract of the parties hereto. There are no oral agreements contained herein. Except as herein provided, addition or variation of the terms of this Contract shall not be valid unless made in the form of a written amendment to this Contract formally approved and executed by both parties.

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

J. Suspension or Termination

This Contract may be terminated in whole or in part at any time by either party upon giving (30) days notice in writing to the other party. Agreement must be reached by both parties as to reasons and conditions for termination in compliance with the provisions of federal regulations at 24 CFR Part 84.61, Termination for Convenience.

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

Grantee may immediately terminate this Contract upon the termination, suspension, discontinuation or substantial reduction in CDBG funding for the Contract activity or if for any reason the timely completion of the work under this Contract is rendered improbable, infeasible or impossible. If Subrecipient materially fails to comply with any term of this Contract, Grantee may take one or more of the actions provided under federal regulation at 24 CFR Part 84.62, Enforcement, which includes temporarily withholding cash, disallowing non-compliant costs, wholly or partly suspending or terminating the award, withholding further awards, and other remedies that are legally available. In such an event,

Subrecipient shall be compensated for all services rendered and all necessarily incurred costs performed in good faith in accordance with the terms of this Contract that have been previously reimbursed, to the date of said termination to the extent that CDBG funds are available from HUD.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

K. Suspension and Debarment

By entering this Contract, Subrecipient certifies that Subrecipient, including its principals, is not suspended or debarred from participating in federally funded contracts and sub-awards.

X. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State or Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and OMB Circular A-133.

Subrecipient is required to arrange for an independent financial audit performed within the direction of Generally Accepted Auditing Standards and Government Auditing Standards. Said audit shall be conducted for the term of this Contract. When Subrecipient receives \$500,000 or more in federal funds from all funding sources within a fiscal year, the required audit must be performed in compliance with OMB Circular A-133, Subpart B Section 200(a) Audit Requirements.

Subrecipient shall submit a copy of the audit report to Grantee within nine (9) months after the end of the audit period. Within thirty (30) days of the submittal of said audit report, Subrecipient shall provide to Grantee a written response to any concerns or findings identified in said audit report. The response must examine each concern or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All actions to correct said conditions or findings shall be taken within six (6) months after receipt of the audit report.

Grantee, or any state or federal agency, may make additional audits or reviews, as necessary, to carry out the responsibilities of Subrecipient under Grantee, state or federal laws and regulations. Subrecipient agrees to cooperate fully with all persons conducting said additional audits or reviews. Grantee and its authorized representatives shall, at all times, have access for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of Subrecipient.

If indications of misappropriation or misapplication of the funds of this Contract cause Grantee to require an additional audit, the cost of the audit will be encumbered and deducted from this Contract budget.

Should Grantee subsequently determine that the additional audit was not warranted, the amount encumbered will be restored to the Contract budget. Subrecipient shall reimburse all misappropriation or misapplication of funds to Grantee. In the event Grantee uses the judicial system to recover misappropriated or misapplied funds, Subrecipient shall reimburse Grantee legal fees and court costs in addition to awards.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report [quarterly] all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit a Progress Reports to the Grantee in the form, and content, as required by the Grantee on a quarterly basis, as well as on an annual basis to illustrate cumulative accomplishments.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

XI. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR

570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

XII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

No person shall, on the grounds of race, sex, creed, color, religion, or national origin, be excluded from participating in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, programs, or employment supported by this Contract.

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and

shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

Subrecipient agrees that it will not engage in inherently religious activities, such as worship, religious instruction or proselytization, as part of the activities funded under this Contract. Further, Subrecipient agrees that it will not perform or permit political activities in connection with the performance of this Contract. Funds made available under this Contract will be used exclusively for performance of the work required under this Contract and no funds made available under this Contract shall be used to promote any religious or political activities. If the Subrecipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Contract, and participation must be voluntary for the beneficiaries of the CDBG-funded program services.

Subrecipient certifies and agrees that it will not use funds provided through this Contract to pay for entertainment, gifts, or fund raising activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall

be made available to the Grantee for review upon request. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this

contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee. Any attempt by Subrecipient to assign any performance of the terms of this Contract shall be null and void and shall constitute a material breach of this Contract.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

Subrecipient shall comply with all applicable federal and state laws, regulations and policies governing conflict of interest, including State conflict of interest regulations found in California Government Code Sections 1090, 1126, 87100 et seq., federal conflict of interest regulations found in 24 CFR 570.611, 85.36, and 84.42, and any other applicable policies, rules and regulations related to conflict of interest.

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XIII. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as

a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XIV. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XV. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XVI. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XVII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

IN WITNESS WHEREOF, the Parties have executed this contract as of the date below.

CITY OF CHINO HILLS

HOPE FOR HEALTH

By _____
Konradt Bartlam
City Manager

By *Sherri Johnson*
Sherri Johnson
Director Health Services/Child Development

Date: _____

Date: 10/31/17

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 14, 2017
TO: Members, Board of Education
FROM: Wayne M. Joseph, Superintendent
PREPARED BY: Grace Park, Ed.D., Assistant Superintendent, Curriculum,
Instruction, Innovation, and Support
Mary M. Salcido, Director, Access and Equity
SUBJECT: 2017/2018 SINGLE PLAN FOR STUDENT ACHIEVEMENT

=====
BACKGROUND

The California Department of Education requires every public school receiving federal funds to annually develop a Single Plan for Student Achievement (SPSA). The plan describes goals and objectives based on each school site's assessment data and describes how funds will be spent to support the goals identified.

The School Site Council and the Board of Education must approve the SPSA annually. A SPSA for each school is submitted at this time based on the federal funds program budgets for fiscal year 2017/2018. The SPSA for each school site is provided under separate cover.

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

RECOMMENDATION

It is recommended the Board of Education approve the 2017/2018 Single Plan for Student Achievement.

FISCAL IMPACT

None.

WMJ:GP:MMS:rtt

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 14, 2017

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

\$2,619,041.02 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: December 14, 2017
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

BUSINESS SERVICES	FISCAL IMPACT
B-1718-007 Total Compensation Systems, Inc. To provide Governmental Accounting Standards Board (GASB) 74/75 actuarial valuation services. Submitted by: Business Services Duration of Agreement: December 15, 2017 – June 30, 2018	Contract amount: \$14,400.00 Funding source: General Fund

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-1718-102 Western University of Health Services. To provide tutoring services to CVUSD students. Submitted by: Deputy Superintendent Duration of Agreement: December 15, 2017 – June 30, 2018	Contract amount: None Funding source: None
CIIS-1718-103 Connections Education LLC. To provide software license for GradPoint Premium Suite. Submitted by: Alternative Education Duration of Agreement: August 7, 2017 – August 6, 2018	Contract amount: \$31,350.00 Funding source: School Site Budget
CIIS-1718-104 Chaffey Community College District. To provide high school partnership. Submitted by: Deputy Superintendent Duration of Agreement: January 4, 2018 – August 8, 2018	Contract amount: None Funding source: None

FACILITIES, PLANNING, AND OPERATIONS	FISCAL IMPACT
F-1718-011 John R. Byerly, Inc. To provide geotechnical services for Rhodes ES sitework and portable classroom installation. Submitted by: Facilities, Planning, and Operations Duration of Agreement: December 15, 2017 – June 30, 2018	Contract amount: \$20,571.00 Funding source: Capital Facilities
F-1718-012 CSM Consulting, Inc. To provide E-rate services for FY 2018. Submitted by: Facilities, Planning, and Operations, and Technology Department Duration of Agreement: December 15, 2017 – June 30, 2018	Contract amount: \$21,399.00 Funding source: Various
F-1718-013 TTG Engineers dba IMEG Corp. To provide mechanical, electrical and plumbing engineering, and planning services for ongoing Prop 39 projects. Submitted by: Facilities, Planning, and Operations Duration of Agreement: December 15, 2017 – June 30, 2020	Contract amount: Per rate sheet Funding source: Various
F-1718-014 Colbi Technologies, Inc. To provide quality bidders and accountability software services for mandated construction bidding and accounting requirements. Submitted by: Facilities, Planning, and Operations Duration of Agreement: December 15, 2017 – December 14, 2018	Contract amount: \$86,750.00 Funding source: Capital Facilities and General Fund
F-1718-015 Neff Construction, Inc. To provide construction management services for Chino HS reconstruction project. Submitted by: Facilities, Planning, and Operations Duration of Agreement: December 15, 2017 – December 14, 2022	Contract amount: Per fee schedule Funding source: Capital Facilities
F-1718-016 Koppel & Gruber Public Finance. To provide SB1029 Annual Debt Transparency Reporting (ADTR) services. Submitted by: Facilities, Planning, and Operations Duration of agreement: December 14, 2017 – June 30, 2018	Contract amount: \$5,000.00 Funding source: Capital Facilities

MASTER CONTRACTS	FISCAL IMPACT
<p>MC-1718-035 Dad's Tacos and Burritos. To provide event catering. Submitted by: Ayala HS Duration of Agreement: November 13, 2017 – June 30, 2020</p>	<p>Contract amount: Per rate sheet Funding source: Various</p>
<p>MC-1718-036 Priceless Pets. To provide animal adoption community event (4th Grade Interdisciplinary Project). Submitted by: Hidden Trails ES Duration of Agreement: October 1, 2017 – June 30, 2020</p>	<p>Contract amount: None Funding source: None</p>
<p>MC-1718-037 Yvonne Nicolle Serrano dba MGM Photobooth. To provide event photo booth services. Submitted by: Don Lugo HS Duration of Agreement: December 15, 2017 – June 30, 2020</p>	<p>Contract amount: Per rate sheet Funding source: Various</p>
<p>MC-1718-038 Charitable Ventures of Orange County dba San Gorgonio Outdoor Science School. To provide outdoor science camp. Submitted by: Marshall ES Duration of Agreement: August 31, 2017 – June 15, 2018</p>	<p>Contract amount: \$19,750.00 Funding source: ASB</p>
<p>MC-1718-039 Idyllwild Pines Camp and Conference Center. To provide lodging, camp, and conference center facilities. Submitted by: Don Lugo HS Duration of Agreement: December 15, 2017 – June 30, 2021</p>	<p>Contract amount: Per rate sheet Funding source: Various</p>
<p>MC-1718-040 Franklin Delano Haynes II dba Franklin Haynes Marionettes. To provide puppet show, educational workshop, and puppet making. Submitted by: Chaparral ES Duration of Agreement: December 15, 2017 – June 30, 2021</p>	<p>Contract amount: Per rate sheet Funding source: Various</p>
<p>MC-1718-041 Harkins Theatres. To provide auditorium rental and movie showing. Submitted by: Don Lugo HS Duration of Agreement: December 15, 2017 – June 30, 2021</p>	<p>Contract amount: Per rate sheet Funding source: Various</p>
<p>MC-1718-042 Ontario Reign Hockey Club, LLC. To provide school site hockey night at Ontario Reign game. Submitted by: Glenmeade ES Duration of Agreement: December 15, 2017 – June 30, 2021</p>	<p>Contact amount: Per rate sheet Funding source: Various</p>

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 14, 2017
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
December 14, 2017**

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Monitor	Xerox	3115051501100089	Duplicating
Computer	Dell	6JBQZ91	Duplicating
Tabber	Accutec	411289	Duplicating
Paper Folder	Nedman	300V5635	Duplicating
Feeder-Accufast	Auto Mecha	2413	Duplicating
Computer	Dell	5JBQ291	Duplicating
Backup Power Supply	APC	5B0846T17948	Duplicating
Backup Power Supply	APC	5B0846T17863	Duplicating
Monitor	Dell	0611DC1202861	Duplicating
Printer	Epson	JKOY392849	Duplicating
Keyboard	Dell	CN0RH6597357171VOCZK	Duplicating
Monitor	Xerox	BC80300131	Duplicating
Table			Duplicating
File Cabinet	Hon		Duplicating
Conveyor		901749	Duplicating
Audiometer	Maico MA-20	19660	Health Services
Audiometer	Beltone 109	11C3726	Health Services
Audiometer	Insta-Line 900	C16612	Health Services
Audiometer	Insta-Line 900	C14630/A20196	Health Services
Computer	Dell Optiplex 780	31J7FQ1/35930	Health Services
Metal Cabinet			Lang. Assessment
Computer Table			Lang. Assessment
iPad 2	Apple	F5XKK7UDFHW	Special Ed.
iPad	Apple		Special Ed.
iPad 2	Apple	DMPG8P09DFHW	Special Ed.
iPad 2	Apple	F5RL5AJNDFHW	Special Ed.
iPad 2	Apple	DMQJ2GZMDFHW	Special Ed.
iPad Air	Apple	DMQMW42LFK11	Special Ed.
iPad 2	Apple	DN6FQE2YDFJ0	Special Ed.
iPad 2	Apple	DMPJFKDLDFHW	Special Ed.
iPad 2	Apple	F5RL5AJNDFHW	Special Ed.
Computer Screens(14)			Dickson ES
Laptops (29)			Dickson ES
Headphones (8)			Dickson ES
Radios/Stereos (16)			Dickson ES
Towers (11)			Dickson ES
Over Heads (5)			Dickson ES
Printers (2)			Dickson ES

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
VCRs (4)			Dickson ES
Video Recorders (3)	Sony		Dickson ES
Tape Recorders (7)			Dickson ES
Keyboards (2)			Dickson ES
Paper Shredder			Dickson ES
Speakers (2)	Megavox		Dickson ES
Typewriters (2)			Dickson ES
Printer	HP	CNG5484838	Rhodes ES
Keyboard	Fujitsu	T2030087	Rolling Ridge ES
Tower	CBS Company	21565	Rolling Ridge ES
Monitor	Viewsonic	A09021500445	Rolling Ridge ES
T.V.	Sharp	A605827690	Rolling Ridge ES
T.V.	Sharp	A607843059	Rolling Ridge ES
T.V.	Samsung	14790	Rolling Ridge ES
Laptop	Dell		Rolling Ridge ES
Laptop	Dell	39824	Rolling Ridge ES
Keyboard	Dell	E145614	Rolling Ridge ES
Tower	Dell	28778	Rolling Ridge ES
Document Camera	AverMedia	5388310110P	Rolling Ridge ES
Monitor	Dell		Rolling Ridge ES
Monitor	Dell		Rolling Ridge ES
Monitor	Dell		Rolling Ridge ES
Monitor	Dell		Rolling Ridge ES
Monitor	Dell		Rolling Ridge ES
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Monitor	Dell		Rolling Ridge ES
Monitor	Dell		Rolling Ridge ES
Monitor	Dell		Rolling Ridge ES
Monitor	Dell		Rolling Ridge ES
Monitor	Dell		Rolling Ridge ES
Monitor	Dell		Rolling Ridge ES
Tower	Dell	33K2Q91/22638	Buena Vista HS
Tower	Dell	6KK2Q91/22657	Buena Vista HS
Tower	Dell	C1PPN91/22489	Buena Vista HS
Tower	Dell	72K2Q91	Buena Vista HS
Overhead Projector	ELMO HPL3550E	60275	Chino Hills HS
DVD Player	Yamakawa	PABC224301426	Chino Hills HS
Computer Tower	Dell Optiplex 745	24112	Chino Hills HS
CD Digital Audio	Califone	LI 46075	Chino Hills HS
CD Digital Audio	Panasonic	WS2HJC007914	Chino Hills HS
CD Digital Audio	Panasonic	WQ1BA003194	Chino Hills HS
Computer Tower	Custom Built Solutions	16472	Chino Hills HS

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Carts (2) 1 Blue, 1 Metal			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 S1PowerLite	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
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 PowerLite93	38508	Chino Hills HS
Projector	Epson PowerLite93	38536	Chino Hills HS
Projector	Epson PowerLite93	38504	Chino Hills HS
Projector	Epson PowerLite93	38504	Chino Hills HS
Projector	Epson PowerLite93	38534	Chino Hills HS
Projector	Epson PowerLite93	38509	Chino Hills HS
Projector	Epson PowerLite93	38502	Chino Hills HS

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Projector	Epson PowerLite93	38551	Chino Hills HS
Projector	Epson PowerLite83	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
Tables (5)			Don Lugo HS
Chairs (3)			Don Lugo HS

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 14, 2017
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 3515.6 BUSINESS AND NONINSTRUCTIONAL OPERATIONS—MONITORING OF DISTRICT VEHICLES

=====

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 3515.6 Business and Noninstructional Operations – Monitoring of District Vehicles is now included in Board Policy 3540.2 Business and Noninstructional Operations – District Vehicle Use. This agenda item was presented to the Board of Education on November 16, 2017.

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 deletion of Board Policy 3515.6 Business and Noninstructional Operations – Monitoring of District Vehicles.

FISCAL IMPACT

None.

WMJ:GJS:pw

MONITORING OF DISTRICT VEHICLES

It may be in the best interest of the District to monitor the use of all district vehicles. This may be done for the safety of district personnel, for the verification of adherence to district policies concerning the use of district vehicles, or for other reasons in the furtherance of district goals and objectives.

To ensure proper use of district vehicles, the Superintendent or designee may monitor the use of any district vehicle at any time. Employees will be given prior written notice.

Use of District Vehicles

District vehicles are provided for specified employees as tools to accomplish and fulfill their job duties. Vehicles are to be utilized during the performance of job duties and not for personal uses. Vehicles are not to be taken home with employees or used after hours for personal uses. Specific exception is granted to a Maintenance and Operations employee in 24-hour on-call status. Any other exception must be granted by the appropriate division head.

Chino Valley Unified School District

Policy adopted: July 19, 2001

Revised: August 21, 2008

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: December 14, 2017
TO: Members, Board of Education
FROM: Wayne M. Joseph, Superintendent
PREPARED BY: Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations
SUBJECT: REVISION OF BOARD POLICY 3540.2 BUSINESS AND NONINSTRUCTIONAL OPERATIONS – POOL VEHICLE USE

=====

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.

Revision of Board Policy 3540.2 Business and Noninstructional Operations – Pool Vehicle Use now includes material formerly in Board Policy 3515.6 – Business and Noninstructional Operations – Monitoring of District Vehicles. This agenda item was presented to the Board of Education on November 16, 2017.

New language is provided in UPPER CASE while old policy language 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 3540.2 Business and Noninstructional Operations – Pool Vehicle Use.

FISCAL IMPACT

None.

WMJ:GJS:pw

~~POOL VEHICLE USE~~ DISTRICT VEHICLE USE

DISTRICT VEHICLES ARE PROVIDED FOR SPECIFIED EMPLOYEES AS TOOLS TO ACCOMPLISH AND FULFILL THEIR JOB DUTIES. VEHICLES ARE TO BE UTILIZED DURING THE PERFORMANCE OF JOB DUTIES AND NOT FOR PERSONAL USES. VEHICLES ARE NOT TO BE TAKEN HOME WITH EMPLOYEES OR USED AFTER HOURS FOR PERSONAL USES. SPECIFIC EXCEPTION IS GRANTED TO A MAINTENANCE AND OPERATIONS EMPLOYEE IN 24-HOUR ON-CALL STATUS. ANY OTHER EXCEPTION MUST BE GRANTED BY THE APPROPRIATE DIVISION HEAD.

~~Pool Vehicle Use~~ MAINTENANCE

District ~~pool~~ vehicles shall undergo a regularly scheduled maintenance and safety inspection. They shall be driven only by authorized school employees.

The Director of Transportation or designee shall check the driving records of all District employees requesting to drive District pool cars, or any other District vehicle. The records will be checked through the Department of Motor Vehicles annually.

The passenger capacity rating posted in each vehicle shall be adhered to at all times.

MONITORING OF DISTRICT VEHICLES

IT MAY BE IN THE BEST INTEREST OF THE DISTRICT TO MONITOR THE USE OF ALL DISTRICT VEHICLES. THIS MAY BE DONE FOR THE SAFETY OF DISTRICT PERSONNEL, FOR THE VERIFICATION OF ADHERENCE TO DISTRICT POLICIES CONCERNING THE USE OF DISTRICT VEHICLES, OR FOR OTHER REASONS IN THE FURTHERANCE OF DISTRICT GOALS AND OBJECTIVES.

TO ENSURE PROPER USE OF DISTRICT VEHICLES, THE SUPERINTENDENT OR DESIGNEE MAY MONITOR THE USE OF ANY DISTRICT VEHICLE AT ANY TIME. EMPLOYEES WILL BE GIVEN PRIOR WRITTEN NOTICE.

Chino Valley Unified School District

Policy adopted: November 16, 1995

Revised: August 21, 2008

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: December 14, 2017

TO: Members, Board of Education

FROM: Wayne M. Joseph, Superintendent

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

**SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 16-17-02,
PORTABLE CLASSROOM SITE WORK AT CHINO VALLEY ADULT
SCHOOL**

=====

BACKGROUND

On May 4, 2017, the Board of Education awarded Bid No.16-17-02, Portable Classroom Site Work at Chino Valley Adult School to Mel Smith Electric, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Mel Smith Electric, Inc.	\$19,827.00
	Bid Amount:	\$526,000.00
	Revised Total Project Amount:	\$545,827.00
	Retention Amount:	\$27,291.35

The change order results in a net increase of \$19,827.00 to the construction cost and no change in contract time. The revised total project cost, including all change orders, is \$545,827.00. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on October 12, 2017.

Documentation indicating satisfactory completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: site administrator; Jason James, DSA Inspector; Susanto Agustiadi, Architect; James Costa, Construction Coordinator; and Martin Silveira, Director, Maintenance, Operations, and Construction.

Staff recommends the 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 Change Order and Notice of Completion for Bid 16-17-02, Portable Classroom Site Work at Chino Valley Adult School.

FISCAL IMPACT

\$19,827.00 to Adult Education Fund 11.

WMJ:GJS:MS:pw

W L C ARCHITECTS
 8163 Rochester Avenue, Suite 100
 Rancho Cucamonga, CA 91730

DSA Application # 04-115989
 DSA File # 36-H3
 OPSC Application # N/A
 Non-Structural X

STRUCTURAL


PROJECT:	Adult School Portable Building/Parking Lot Expansion	PROJECT #:	1619000.54
OWNER:	Chino Valley Unified School District	CHANGE ORDER #:	1
CONTRACTOR:	Mel Smith Electric, Inc.	DATE:	10/18/2017

CHANGE ORDER # 1


STARTING CONTRACT AMOUNT \$ 526,000.00

The Original Contract Sum was	\$ 526,000.00
Net Change by Previously Authorized Change Orders	\$ -
The Contract Sum Prior to this Change Order was	\$ 526,000.00
The Contract Sum will be increased by this Change Order in the Amount of	\$ 19,827.00
The New Contract Sum including this Change Order will be	\$ 545,827.00
The Contract time will be increased by zero (0) Days.	
Project Change Order to Date	\$ 19,827.00
Change Order Percentage	3.77%

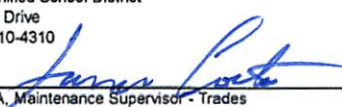
APPROVED


 GREG STACHURA, Assistant Superintendent of Facilities Planning and Operations
 Chino Valley Unified School District
 5130 Riverside Drive
 Chino, CA 91710-4310

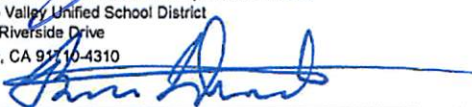
DATE 11/8/17


 MARTIN SILVEIRA, Director - Maintenance, Operations, and Construction
 Chino Valley Unified School District
 5130 Riverside Drive
 Chino, CA 91710-4310


DATE 11/8/17


 JAMES COSTA, Maintenance Supervisor - Trades
 Chino Valley Unified School District
 5130 Riverside Drive
 Chino, CA 91710-4310


DATE 11/8/17


 BRIAN DIMSHO, Project Manager
 Mel Smith Electric, Inc.
 10950 Dale Street
 Stanton, CA 90680

DATE 10/29/17


 JASON JAMES, Inspector
 Jason James Inspections
 32772 Campo Drive
 Temecula, CA 92592

DATE 11-6-17


 JAMES P. DICAMILLO
 WLC ARCHITECTS, INC.
 8163 Rochester Avenue, Suite 100
 Rancho Cucamonga, CA 91730

DATE 10/18/17

SA:hb/P51619000x1-00



W L C ARCHITECTS
 8163 Rochester Avenue, Suite 100
 Rancho Cucamonga, CA 91730

DSA Application # 04-115989
 DSA File # 38-H3
 OPSC Application # N/A
 Non-Structural X

STRUCTURAL

PROJECT:	Adult School Portable Building/Parking Lot Expansion	PROJECT #:	1819000.54
OWNER:	Chino Valley Unified School District	CHANGE ORDER #:	1
CONTRACTOR:	Mel Smith Electric, Inc.	DATE:	10/18/2017

CHANGE ORDER # 1

STARTING CONTRACT AMOUNT \$ 528,000.00

THE CONTRACTOR IS HEREBY AUTHORIZED TO DO THE FOLLOWING:

ITEM:		DAYS	EXTRA	CREDIT
1.1	COR.1			
Description:	Credit for using existing panel and conduit per the response to RFI 3.			\$ (3,432.00)
1.2	COR.2			
Description:	Add additional cost to remove and dispose of unforeseen buried concrete foundation.		\$ 3,348.00	
1.3	COR.3			
Description:	Additional cost to change the type of asphalt slurry per the District's request.		\$ 3,155.00	
1.4	COR.4			
Description:	Additional cost to relocate new building footprint (re-excavation) to avoid existing underground encasement.		\$ 3,047.00	
1.5	COR.5			
Description:	Additional cost to make changes to irrigation system beyond the contract scope per the District's direction.		\$ 10,853.00	
1.6	COR.6			
Description:	Additional cost for paving work required by building relocation.		\$ 1,780.00	
1.7	COR.7			
Description:	Additional cost to install additional conduit raceway to complete LV path.		\$ 1,076.00	
Total		0	\$ 23,259.00	\$ (3,432.00)

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: December 14, 2017
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 PROJECT

=====

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:

CUPCCAA Project	Project Description	Contractor	Original Quotation	Change Order	Total	Funding Source
CC2018-01	Installation of Classroom Door and Concrete Ramp at Cattle ES	Hoss Construction	\$38,450.00	N/A	\$38,450.00	25

Documentation indicating satisfactory completion and compliance with specifications has been obtained from school site administrators; Alex Rivera, Supervisor, Maintenance, Operations, and Construction; 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 Project.

FISCAL IMPACT

\$38,450.00 to Capital Facilities Fund 25.

WMJ:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: December 14, 2017
TO: Members, Board of Education
FROM: Wayne M. Joseph, Superintendent
PREPARED BY: Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations
SUBJECT: RESOLUTION 2017/2018-31, ANNUAL AND FIVE YEAR DEVELOPER FEE REPORTS FOR FISCAL YEAR 2016/2017

=====

BACKGROUND

Pursuant to Government Codes 66006(b) and 66001(d), the District is required to prepare Annual and Five Year Reports of the developer fees collected for residential, commercial and industrial development projects within 180 days of the end of the fiscal year, which must be reviewed by the Board of Education at a regularly scheduled public meeting.

The Chino Valley Unified School District Annual and Five Year Developer Fee Reports for fiscal year 2016/2017 are attached.

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2017/2018-31, Annual and Five Year Developer Fee Reports for Fiscal Year 2016/2017.

FISCAL IMPACT

None.

WMJ:GJS:pw

**Chino Valley Unified School District
Resolution 2017/2018-31
Annual and Five Year Developer Fee Reports
For Fiscal Year 2016/2017**

WHEREAS, pursuant to its authority under Education Code 17620, *et seq.*, and Government Code 65995, *et seq.*, the Board of Education has previously adopted and imposed statutory Level 1 school fees for the 2016/2017 fiscal year on residential, commercial, and industrial development (Developer Fees) to mitigate the impact of new development on the Chino Valley Unified School District (District);

WHEREAS, the District has deposited all Developer Fees that it has received in a separate, non-comingled capital facilities fund (Capital Facilities Fund) established for such a purpose, pursuant to Government Code 66006(a) and (b);

WHEREAS, the District has made available to the public within one hundred and eighty (180) days of the end of the 2016/2017 fiscal year the Annual and Five Year Developer Fee Reports for Fiscal Year 2016/2017;

WHEREAS, the District has reviewed the information provided in the Annual and Five Year Developer Fee Reports and has determined the information contained therein to be true and correct;

WHEREAS, the Annual Developer Fee Report was prepared in accordance with Government Code 66006(b)(1);

WHEREAS, the Five Year Developer Fee Report was prepared in accordance with Government Code 66001(d); and

WHEREAS, the Board of Education has reviewed and considered the Annual and Five Year Developer Fee Reports at a duly noticed, regularly scheduled public meeting at least fifteen (15) days after the District made this information publicly available, pursuant to Government Code 66006(b)(2).

NOW, THEREFORE, BE IT RESOLVED as follows:

- Section 1. The Board has reviewed the information provided in the Annual and Five Year Developer Fee Reports and finds it to be true and correct.
- Section 2. The Board, based upon the information contained in the Annual Developer Fee Report, finds as follows:
 - 2.1 That the Annual Developer Fee Report describes the types of fees contained in the Capital Facilities Fund, including the amount of the fees, the beginning and ending balance of the Capital Facilities Fund, as well as the amount of fees collected, and the interest earned thereon.

- 2.2 That the Annual Developer Fee Report identifies each public improvement on which Developer Fees were expended.
- 2.3 That sufficient funds have not been collected to complete the financing on any incomplete public improvement.
- 2.4 That sufficient funds have not been collected to complete the financing of any incomplete public improvement, and that there were refunds made of Developer Fees.

Section 3. The Board, based upon the information contained in the Five Year Developer Fee Report, finds as follows:

- 3.1 That the purpose of Developer Fees imposed on new residential, commercial, and industrial development within the District is to fund the school facilities required to serve the additional grade K-12 students generated by such new development and that the Developer Fees will be used for the construction and/or acquisition of additional school facilities and the remodeling of existing school facilities to provide additional capacity.
- 3.2 That there is a proportional and reasonable relationship between the Developer Fees imposed on new development and the need for additional District school facilities because new development will generate new students to be enrolled in the District which will lead to increased need for school facilities, and that the Developer Fees imposed do not exceed the cost of providing such additional school facilities.
- 3.3 That there is a further proportional and reasonable relationship between the unexpended Developer Fees contained in the Capital Facilities Fund and the need for additional school facilities because the Developer Fees imposed on new developments will not fully cover the costs of providing such school facilities for these new students.
- 3.4 That the portion of the Capital Facilities Fund that remains unexpended will be used for the construction and/or acquisition of additional school facilities, remodeling existing school facilities in order to increase capacity, and the acquisition of additional portable classrooms to accommodate students generated from new development.
- 3.5 That the funding anticipated completing the financing of incomplete projects would be obtained from the State School Facilities Program and additional Developer Fees as set forth in the Five Year Developer Fee Report.

3.6 That the dates upon which the District's school facilities projects employing the unexpended funds in the Capital Facilities Fund will commence are not presently known.

Section 4. The Annual and Five Year Developer Fee Reports have been made available to the public within one hundred and eighty (180) days after the last day of the fiscal year pursuant to Government Code 66001(d) and 66006(b).

Section 5. The District made the Annual and Five Year Developer Fee Reports available for public review at least fifteen (15) days prior to the Board's consideration of these reports.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District on December 14, 2017, by the following vote:

Blair	_____
Cruz	_____
Feix	_____
Na	_____
Orozco	_____

I, Wayne M. Joseph, Superintendent of the Chino Valley Unified School District of San Bernardino County, California, do hereby certify that the foregoing Resolution was duly adopted by the said Board at the regular meeting hereof held on the 14th day of December 2017, and passed by a _____ vote of said Board.

Wayne M. Joseph, Superintendent
Secretary, Board of Education

**CHINO VALLEY UNIFIED SCHOOL DISTRICT
ANNUAL DEVELOPER FEE REPORT
FOR FISCAL YEAR 2016/2017**

I. Introduction

This Annual Developer Fee Report for Fiscal Year 2016/2017 ("Report") provides an annual accounting of school facilities fees collected by the Chino Valley Unified School District ("District") during fiscal year 2016/2017 as required by Government Code 66006(b).

II. Description of School Facilities Fees in Capital Facilities Fund

The District collects school facilities fees from the owners of residential, commercial and industrial development projects to mitigate the costs of providing interim and permanent school facilities to students generated from such development projects. School facilities fees collected by the District consist of the following:

- A. Fees collected pursuant to Education Code 17620, *et seq.*, and Government Code 65995, *et seq.*, referred to herein collectively as "Statutory School Fees," in the following amounts:

Level 1 Fee: Residential Development - \$3.36 per square foot, increased to \$3.48 per square foot effective October 18, 2016.

Commercial/Industrial Fee: \$0.54 per square foot, increased to \$0.56 per square foot effective October 18, 2016.

- B. Special Tax "A" payments collected in accordance with those certain Special Tax "A" Agreements entered into between the District and the City of Chino Hills.

III. Activity for Fiscal Year

See Exhibit A, as attached.

IV. Public Improvement Expenditures

- A. Growth projects: Lease of existing and additional modular buildings; additional furniture and equipment at Chino HS, Chino Hills HS, Chaparral ES, Rhodes ES and Cal Aero Preserve Academy.
- B. Site Improvements: Cal Aero Preserve Academy, Chino Hills HS, Don Lugo HS, Alternative Education Center; remediation and DSA certification of completed projects; District-wide Radio System, DSA Inspection Fees for District-wide solar and solar remediation projects, architectural fees on upcoming modernization projects.
- C. Administrative support and reporting.
- D. Repayment of COP issued for past growth projects.

V. Planned Future Improvements

- | | |
|--|---------------|
| A. Lease of existing modular buildings | District-wide |
| B. School site improvements at various sites | District-wide |
| C. Modernization at various sites | District-wide |

VI. Description of Each Interfund Transfer or Loan Made from the Capital Facilities Fund and Description of Public Improvement on which the Transferred or Loaned Fees will be Expended

None.

VII. Refunds Made Pursuant to Government Code Section 66001(e) and (f)

None.

EXHIBIT A: Developer Fees and Special Tax A
Summary of Revenues, Expenditures and Changes in Fund Balance
Fiscal Year Ending June 30, 2017

	Special Tax A Fund 25.9812	General Fund 25.9815	CFD4 Fund 25.9816	Preserve Fund 25.9817	Total
REVENUES					
Fees and Taxes	2,600,378.22	9,397,222.35			11,997,600.57
Interest	26,967.67	202,909.54	20,764.50	31,024.01	281,665.72
All Other Local Revenue		33,707.50			33,707.50
All Other State Revenue					0.00
Transfers In From Other Funds		5.62			5.62
Total Revenues	2,627,345.89	9,633,845.01	20,764.50	31,024.01	12,312,979.41
EXPENDITURES					
Supplies	29,349.79	9,954.58			39,304.37
Other Operating Expenses		40,185.47			40,185.47
Rentals & Leases	26,800.00	49,681.00		40,000.00	116,481.00
Repairs	104,748.00	5,300.00		34,991.00	145,039.00
Contracts/Legal Expenses/Administration Fees	387.00	306,173.23		3,642.00	310,202.23
Improvements to Sites	167,714.94	182,602.00			350,316.94
Buildings & Improvements to Buildings	402,769.48	419,201.93		42,248.00	864,219.41
Indirect Costs to General Fund		281,916.67			281,916.67
Total Expenditures	731,769.21	1,295,014.88	0.00	120,881.00	2,147,665.09
TRANSFERS OUT					
Transfers Out To Other Funds		260,987.50			260,987.50
Transfers to Debt Service		60,935.00			60,935.00
Total Transfers Out	0.00	321,922.50	0.00	0.00	321,922.50
Total Expenditures and Transfers	731,769.21	1,616,937.38	0.00	120,881.00	2,469,587.59
Excess (Deficiency) of Revenues over Expenditures/Transfers	1,895,576.68	8,016,907.63	20,764.50	(89,856.99)	9,843,391.82
BEGINNING BALANCE 7/1/16	2,978,517.01	17,859,274.55	2,417,767.04	3,635,446.56	26,891,005.16
ENDING BALANCE 6/30/17	4,874,093.69	25,876,182.18	2,438,531.54	3,545,589.57	36,734,396.98

**CHINO VALLEY UNIFIED SCHOOL DISTRICT
FIVE YEAR DEVELOPER FEE REPORT
FOR FISCAL YEAR 2016/2017**

Pursuant to Government Code 66001(d), the Chino Valley Unified School District ("District") shall make all of the following findings with respect to that portion of the Capital Facilities Fund remaining unexpended, whether committed or uncommitted:

I. Identification of the Purpose to Which the Fees are to be Put:

The purpose of the developer fees imposed and collected on new residential, commercial and industrial development within the District is to fund school facilities required to serve the additional grade K-12 students generated by such new development within the District. Specifically, the fees will be used for the construction and/or acquisition of additional school facilities, remodeling existing school facilities to add new classrooms and technology, as well as acquiring and installing additional portable classrooms.

II. Demonstration of a Reasonable Relationship Between Developer Fees and the Purposes for Which They are Charged:

The District's Fee Justification Study ("Fee Justification Study") dated July 28, 2016, is incorporated herein by this reference and on file at the District office, demonstrates the reasonable relationship between the new residential, commercial, and industrial development upon which fees are charged and the need for additional school facilities. Additional students will be generated from new development within the District and the District does not have existing capacity in its schools to accommodate these new students. The fees charged on new development will be used to fund school facilities necessary to serve the students generated from new development. The fees do not exceed the costs of providing school facilities for new students as demonstrated in the Fee Justification Study. In addition to developer fees, the District also collects Special Tax "A" payments in accordance with those certain Special Tax "A" agreements entered into between the District and the City of Chino Hills.

III. All sources and amounts of funding currently in the District's Capital Facilities Fund anticipated to complete financing of incomplete school facilities improvements and identified in the District's Fee Justification Study:

The District maintains a fund that reflects sources and uses of funds collected from Developer Fees and Special Tax "A" payments.

IV. Approximate date on which unexpended funding is expected to be deposited into a specific school facilities improvement account/fund:

The District levies developer fees in accordance with the rate structure approved by the State Allocation Board and expends them as needed for growth.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 14, 2017

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 2017/2018-32, IMPLEMENTING PREQUALIFICATION OF CONSTRUCTION CONTRACTORS UNDER ASSEMBLY BILL 1565 AND PUBLIC CONTRACT CODE 20111.6 UTILIZING THE QUALITY BIDDERS QUESTIONNAIRE/SERVICE

=====

BACKGROUND

For construction contracts awarded on or after January 1, 2014, and until January 1, 2019, Assembly Bill (AB) 1565 and Public Contract Code (PCC) 20111.6 requires boards of education of school districts with average daily attendance over two thousand five hundred (2,500) to prequalify bidders for public works projects using any funds received pursuant to the Leroy F. Greene School Facilities Act of 1998 (Education Code 17070.10 *et seq.*) or any funds from any future state school bond for a public project with a projected expenditure of one million dollars (\$1,000,000.00) or more.

Bidders subject to this requirement shall include the general contractor and, if utilized, all electrical, mechanical, and plumbing subcontractors licensed pursuant to Business and Professions Code 7058, specifically contractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46 licenses. Resolution 20174/2018-32 outlines specific obligations required pursuant to AB 1565 and PCC 20111.6.

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2017/2018-32, Implementing Prequalification of Construction Contractors under Assembly Bill 1565 and Public Contract Code 20111.6 utilizing the Quality Bidders Questionnaire/Service.

FISCAL IMPACT

None.

WMJ:GJS:AGH:pw

**Chino Valley Unified School District
Resolution 2017/2018-32
Implementing Prequalification of Construction Contractors
Under Assembly Bill 1565 and Public Contract Code 20111.6 Utilizing
The Quality Bidders Questionnaire/Service**

WHEREAS, for construction contracts awarded on or after January 1, 2014, and until January 1, 2019, Assembly Bill (AB) 1565 and Public Contract Code (PCC) 20111.6 requires the governing board of a school district with an average daily attendance over two thousand five hundred (2,500) to prequalify bidders for public works projects using any funds received pursuant to the Leroy F. Greene School Facilities Act of 1998 (Education Code 17070.10 *et seq.*) (Leroy F. Greene Act) or any funds from any future state school bond for a public project with a projected expenditure of one million dollars (\$1,000,000.00) or more;

WHEREAS, for purposes of AB 1565 and PCC 20111.6 and public projects that fall within its purview, bidders shall include the general contractor and, if utilized, all electrical, mechanical, and plumbing subcontractors (licensed pursuant to Section 7058 of the Business and Professions Code, specifically contractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46 licenses);

WHEREAS, the standardized Quality Bidders questionnaire and financial statement in a form specified by the school district ("questionnaire") is required to include a complete statement of the prospective bidder's financial ability and experience in performing public works;

WHEREAS, the questionnaire and financial statement must be verified under oath by the bidder in the manner in which civil pleadings and civil actions are verified; and

WHEREAS, the questionnaire is not a public record and is not to be opened to public inspection;

WHEREAS, each questionnaire submitted by a prospective bidder will be scored in accordance with an established point system;

WHEREAS, AB 1565 and PCC 20111.6 requires any school district requiring prospective bidders to complete and submit a questionnaire to adopt and apply a uniform system of rating bidders on the basis of the completed questionnaire in order to determine if bidder will be deemed qualified to bid (Uniform System);

WHEREAS, a school district may not accept a proposal from any potential bidder who is required to submit a questionnaire in accordance with AB 1565 and PCC 20111.6, but has not done so at least ten (10) business days prior to the date fixed upon the public opening of sealed bids, or has not been prequalified by the school district in accordance with AB 1565 and PCC 20111.6(f) at least five (5) business days prior to the opening of sealed bids; and

WHEREAS, Notwithstanding the foregoing recital, pursuant to AB 1565 and PCC 20111.6, a school district may establish a process for prequalifying prospective bidders and may authorize their prequalification to be considered valid for up to one (1) calendar year following the date of initial prequalification.

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

Section 1. In accordance with AB 1565 and PCC 20111.6, the Board of Education (Board) establishes the use of Quality Bidders, a prequalification program for construction contracts awarded on or after January 1, 2014, until January 1, 2019 that receive funding pursuant to the Leroy F. Greene Act or any funds from any future state school bond and involves a projected expenditure of one million dollars (\$1,000,000) or more, (Prequalification Program).

Section 2. The Prequalification Program shall utilize the Quality Bidders questionnaire attached hereto as Exhibit "A" and incorporated herein.

Section 3. In accordance with AB 1565 and PCC 20111.6, the District adopts the Quality Bidders Uniform System of allocating points set forth in the document attached hereto as Exhibit "B" with respect to the District's review of any submitted Quality Bidders questionnaires. Any potential bidder who submits a questionnaire that does not meet the above-referenced criteria set forth in this section shall be considered not qualified and rejected.

Section 4. The questionnaire shall be completed by any potential bidder in conformance with AB 1565 and PCC 20111.6.

Section 5. With respect to construction contracts awarded on or after January 1, 2014 that receive funding pursuant to the Leroy F. Greene Act or any funds from any future state school bond and involves a projected expenditure of one million dollars (\$1,000,000.00) or more, each prospective bidder must be prequalified in conformance with the Prequalification Program prior to submitting a bid.

Section 6. In submitting any bids for construction contracts awarded on or after January 1, 2014 that receive funding pursuant to the Leroy F. Greene Act or any funds from any future state school bond and involves a projected expenditure of one million dollars (\$1,000,000) or more, and any future projects that require prequalification of contractors, the District will furnish each prospective bidder a standardized proposal form that when completed and executed, will constitute such potential bidder's bid ("Proposal").

Section 7. A Proposal shall not be accepted from any person or other entity for any construction contracts awarded on or after January 1, 2014 that receive funding pursuant to the Leroy F. Greene Act or any funds from any future state school bond and involves a projected expenditure of one million dollars (\$1,000,000.00) or more who: (1) has not submitted a questionnaire at least ten (10) business days prior to the date fixed for the public opening of the seal bids for such construction contract in accordance with AB 1565 and PCC 20111.6(f), or (2) who has not been prequalified for at least five (5) business days prior to the public opening of seal bids for such contract, in accordance with PCC 20111.6(f).

Section 8. Once prequalified pursuant to this section, such prequalification shall be valid for up to one (1) calendar year following the date of initial prequalification.

Section 9. The Board hereby delegates to the District's Assistant Superintendent of Facilities, Planning and Operations the authority to determine whether a potential bidder shall be considered prequalified.

Section 10. The Board hereby delegates to the District's Superintendent or his/her designee, the authority to hear and oversee prequalification determination appeals.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 14th day of December 2017 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 a resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which resolution is on file in office of said Board.

Wayne M. Joseph, Superintendent
Secretary, Board of Education

Step 1 — Pre-Qualification**Contractor Information**

- Firm Name*
- Contact Person*
- Address*
- Phone Number*
- Fax Number
- Email Address*
- Contractor's License Number*
 - Program links to Contractor's State License Board page for that license number
- Drop down menus to enter multiple License Classifications*

Business Certifications

Select at least one business certification*:

- Minority Business (MBE)
- Disadvantaged Business (DBE)
- Disabled Veteran Business (DVBE)
- Women Owned Business (WBE)
- Small Business (SBE)
- None

Qualification

Answer the Yes/No questions:

1. Does Contractor possess a valid and current California Contractor's license for the project or projects for which it intends to submit a bid?*
2. Does Contractor have a liability insurance policy in accordance with minimum State requirements?*
 - If yes, a drop down form opens requesting amount of coverage.
3. Does Contractor have current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et Seq.?*
4. Has your firm or any of its owners or officers ever been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?*
5. Has any contractor's license held by your firm, or its responsible managing employee ("RME") or responsible managing officer ("RMO") been suspended or revoked at any time in the last five years?*
6. Has your firm registered using the Department of Industrial Relation's Public Works Contractor Online Application System as required by SB 854?*
 - If yes, drop down forms opens requesting more information (Contractor Registration Number* and Expiration Date*).

Step 2 — General Requirements

Business Structure

7. Select Business Type (drop down menu):
- Corporation (date Incorporated*, under the laws of what state*)
 - Partnership (date of formation*, under the laws of what state*)
 - Sole Proprietorship (date of commencement of business*, person's name*, construction company*, dates of person's participation with company*).

Business Information

8. Please upload a copy of your latest reviewed or audited financial statement with accompanying notes and supplemental information. (Public Contract Code section 20101(e) exempts from this requirement a contractor who has qualified as a small business pursuant to Government Code section 14837(d)(1), if the bid is no more than 25 percent of the qualifying amount provided in section 14837(d)(1). As of January 1, 2001, the qualifying amount is \$10 million, and 25 percent of that amount, therefore, is \$2.5 million.)

Note: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.*

- A checkbox is featured; By checking this box, I certify that my business qualifies as a small business as defined in GC 14837(d)(1) and an exempt from this requirement. If checked the Financial Statements upload form is removed.
9. Has your firm or any firm with which any of your company's owners, officers or members was associated, ever been disbarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?*
- If yes, a drop down form opens requesting more information (name of company*, name of the person within your firm who was associated with that company*, year of event*, owner of the project*, project name*, and basis for the action).
10. Has your firm ever been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?*
- If yes, a drop down form opens requesting more information (year of the event*, name of owner*, project name*, and basis for the finding by the public agency).
11. The following three questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about pass-through disputes in which the actual dispute is between a subcontractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$50,000.

12. Has any claim against your firm concerning your firm's work on a Construction project ever been filed in court or arbitration?*

 - If yes, a drop down form opens requesting more information (project name*, date of claim*, name of claimant*, brief description of the nature of the claim, the court in which the case was filed*, a brief description of the status of the claim).

13. Has your firm ever filed a claim in court or arbitration against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?*

 - If yes, a drop down form opens requesting more information (project name*, date of claim*, name of entity (or entities) against whom the claim was filed*, brief description of the nature of the claim, the name of the court in which the case was filed*, brief description of the status of the claim).

14. Has your firm had a contract for a public work of improvement that was terminated for cause by a public agency? Note: you need not answer yes if the public entity terminated the contract for convenience.*

 - If yes, a drop down form opens requesting more information (owner's name*, name of your bonding company*, original contract value*, value of the work terminated*, brief explanation of the circumstances leading to the termination).

15. Has your firm ever agreed with a public entity that your firm would not bid on future projects advertised by the public entity for a specified period of time?*

 - If yes, a drop down form opens requesting more information (name of public entity*, year of agreement*, period of time during which your firm agreed not to bid*).

16. Has any surety company ever made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?*

 - If yes, a drop down form opens requesting more information (amount of such claim*, name of claimant*, telephone number of claimant*, date of claim*, grounds for the claim, present status of claim*, date of resolution of such claim if resolved*, method by which claim was resolved if resolved*, nature of the resolution*, amount of resolution*).

17. Has your firm or any of its owners, partners or members ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?*

 - If yes, a drop down form opens requesting more information (name of people involved*, name of public agency*, date of investigation*, grounds for the finding, name of claimant*, telephone number of claimant*).

18. Has your firm or any of its owners, partners or members ever been convicted of a crime involving any federal, state, or local law related to construction?*

 - If yes, a drop down form opens requesting more information (name of people involved*, name of public agency*, date of conviction*, grounds for conviction).

19. Has your firm or any of its owners, partners or members ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?*
 - If yes, a drop down form opens requesting more information (name of person or persons convicted*, name of the court (include the name of the county if a state court or the district or location if federal court)*, year of the event*, description of criminal conduct).
20. Within the last five years, has your firm been denied bond coverage by a surety company, or has there been a period of time when your firm had no surety bond in place during a public construction project when one was required?*
 - If yes, a drop down form opens requesting more information (date when your firm was denied coverage*, name of company or companies which denied coverage, the period during which no surety bond was in place*).
21. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?*
 - If no, please upload a statement from your workers' compensation insurance carrier verifying coverage for the last five years (include dates and policy numbers on carrier letterhead) by pressing the 'ADD STATEMENT' button. If your firm has been in business for less than five years, upload a statement from your workers' compensation insurance carrier verifying continuous coverage for the period your firm has been in the construction business.*

Step 3 — History and Performance**Company History**

22. Has there been any change of more than 10 percent in ownership of the firm at any time during the last three years? Note: A corporation whose shares are publicly traded is not required to answer this question.*
- If yes, a drop down form opens requesting more information (year of change in ownership* and area to provide explanation).
23. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?*
- If yes, a drop down form opens requesting more information (area to provide explanation).*

Note: Include information about other firms if one firm owns 50 per cent or more of another, or if an owner, partner or officer of your firm holds a similar position in another firm.

24. Are any corporate officers, partners or members connected to any other construction firms?*
- If yes, a drop down form opens requesting more information (area to provide explanation).*

Note: include information about other firms if an owner, partner or officer of your firm holds a similar position in another firm.

25. Gross revenues (drop downs to add three or more years of gross revenues) If your firm has not been in business for three years, enter \$0 for the gross revenue amount of prior years. Press the 'ADD GROSS REVENUE YEAR / AMOUNT' button to add revenues for each year.*
26. How many years has your organization been in business in California as a contractor under your present business name and license number?*
- Drop down selection menu
27. Is your firm currently the debtor in a bankruptcy case? If so, please upload a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed*
- If yes, an upload form is added to attach bankruptcy petition by pressing the 'ADD BANKRUPTCY PETITION' button.
28. Was your firm in bankruptcy at any time during the last five years? If so, please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and please attach a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued*
- If yes, an upload form is added to attach bankruptcy petition or discharge order.

Licenses

29. If any of your firm's license(s) are held in the name of a corporation, partnership, or limited liability company, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.
- A text box is provided to enter the required information.
30. Has your firm changed names or license number in the past five years?*
- If yes, drop down area opens to provide explanation, including the reason for the change.
31. Has any owner, partner, member or (for corporations or limited liability companies) officer of your firm operated a construction firm under any other name in the last five years?*
- If yes, drop down area opens to provide explanation, including the reason for the change.

Disputes

32. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?*
- If yes, drop down opens: Enter information about projects in which your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner. Press the 'Add Project' button to add additional projects. Each drop down form is requesting name of project*, owner's name*, owner's address*, date of completion of the project*, amount of liquidated damages assessed*, further explanation*.
33. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?*
- If yes, a drop down form opens requesting more information (name of insurance carrier*, form of insurance*, year of the refusal*).
34. In the last three years has your firm held a public works contract on which more than three (3) stop payment notices were served against your firm?*
- If yes, a drop down form opens up requesting more information (name of project*, dollar value of project*. Yes/No option: Did any Stop Payment Notice result in a claim against your Payment Bond?*)

Bonding

35. Firm's current maximum bonding capacity*
36. Provide the name and address of your bonding company*
37. Was your firm required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years?*
- If yes, provide percentage firm was required to pay* (drop down menu to select percentage and area for explanation).
38. List all other sureties (name and full address) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds.*
- Area to provide explanation.

Compliance

39. Has CAL OSHA cited and assessed penalties against your firm for any serious, willful or repeat violations of its safety or health regulations in the past five years?*
- If yes, number of CAL OSHA penalties* (drop down selection menu) and area to provide description of citation, dates of citation*, area to provide nature of violation, name of project*, amount of penalty paid*. Yes/No option: Was citation appealed to the Occupation Safety and Health Appeals Board?*. If yes, drop down form opens up for case number*, status of decision*, decision*, date of decision*.
40. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?*
- If yes, number of Federal Occupational Safety and Health Administration citations* (drop down to select number), area for description of citation(s), and the date of citation*.
41. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?*
- If yes, drop down for number of citations* (select number), area for description of citation(s), and date of citation*.
42. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?*
- Drop down menu to select frequency (weekly, monthly, quarterly, other).
43. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years.* Press the 'ADD EMR RATE' button to add each year* and select the rate*.
44. Please upload a copy of your most recent EMR letter(s)* Press the 'ADD EMR LETTER' button to upload a letter (or letters) from your broker that verifies your EMR rates for last three years.
45. Has there been an occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the state's prevailing wage laws? If the answer is yes, enter one or more wage violations by pressing the 'ADD STATE WAGE VIOLATION' button below NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.*
- If yes drop down opens for name of project*, nature of violation*, public agency name*, number of unpaid employees*, penalty and back wages paid*. Press 'ADD STATE WAGE VIOLATION' button to add additional violations.

46. During the last five years, has there been an occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements?*
- If yes, drop down form opens: Number of occasions in which your own firm has been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements. Drop down menu to select number and area to add description of each violation, name of project*, date of completion*, name of public agency*, number of employees who were initially underpaid*, amount of back wages and penalties required to pay*.
47. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?*
- If yes, drop down opens for number of apprenticeship law violations* (select number) and date(s) of such findings*.

Step 4 — Recent Construction Projects***Project History***

48. Provide the information requested below for the six largest public works projects for an educational institution and three largest private works of improvement on which you have completed your scope of work in the last five years. If you do not have six projects in education, list those first then all other public works. If you are a general contractor, list projects that your firm performed as the general contractor in charge of all trades for the construction of a building. If you are a M/E/P contractor, list your largest projects in both categories. "Largest" means highest contract dollar value, including change orders. Reference names and phone numbers must be current and verifiable. Provide email addresses for all references where feasible. Press the 'ADD PROJECT' button to add detailed information about each relevant project your company has worked on.*

- Project name*
- Project type*
- Location*
- Owner*
- Owner Contact (Name and Current Phone #)*
- Owner Contact Email*
- Architect or Engineer*
- Architect or Engineer Contact (Name and Current Phone #)*
- Architect or Engineer Contact Email
- Construction Manager*
- Construction Manager Contact (Name and Current Phone #)*
- Construction Manager Email
- Description of Project, Scope of Work Performed*
- Total Value of Construction (including change orders)*
- Original Value of Construction*
- Original Scheduled Completion Date*
- Time extensions granted (# of days)*
- Actual date of completion

Step 5 — Finish

District Requirements

Select at least one district to send this application to. When the application is submitted each district that is selected below will receive an email notifying them of your application.

Additional District Requirements

The districts can create additional requirements in the Admin / Pre-Qual settings.

Submit Application

Before the contractor can submit the application; they are prompted to agree to the following:

- “I certify and declare that I have read all the foregoing answers to this questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.”

Note to contractor: Once your application has been submitted you will no longer be able to make modifications unless it is returned to you by a district for corrections or updates.

Application Scoring Rules

Prime Contractor Scoring Summary (135 Points Total / Passing = 75%)

Qualification/Licenses (5 points total)

Business Information (50 points total)

Company History (15 points total)

Disputes (20 points total)

Bonding (5 points total)

Compliance (40 points total)

Sub Contractor Scoring Summary (70 Points Total / Passing = 75%)

Company History (15 points total)

Disputes (15 points total)

Compliance (40 points total)

Prime Contractor Scoring Detail (135 points available for Primes)

Qualification/Licenses (5 points total)

- Suspended or revoked license
 - No = 5
 - Yes = 0

Business Information (50 points total)

- Disbarred/Disqualified from Government Agency/Public Works Projects
 - No = 5
 - Yes = 0
- Denied as Non-Responsible Bidder
 - No = 5
 - Yes = 0
- Claim Against Firm:
 - *If Average Gross Rev < 2M*
 - No = 5
 - Yes w/ 1 Instance = 4
 - Yes w/ 2 Instances = 3
 - Yes w/ 3+ Instances = 0
 - *If Average Gross Rev > 2M*
 - No = 5
 - Yes w/ 1 Instance = 4
 - Yes w/ 2 Instances = 2
 - Yes w/ 3+ Instances = 0
- Claim Against Owner:
 - *If Average Gross Rev < 2M*
 - No = 5
 - Yes w/ 1 Instance = 4
 - Yes w/ 2 Instances = 3
 - Yes w/ 3+ Instances = 0
 - *If Average Gross Rev > 2M*
 - No = 5
 - Yes w/ 1 Instance = 4
 - Yes w/ 2 Instances = 2
 - Yes w/ 3+ Instances = 0
- Contract Termination for Cause
 - No = 5
 - Yes = -5
- Liable in Civil Suit
 - No = 5
 - Yes = -5
- Convicted of a Crime Related to Construction
 - No = 5
 - Yes = -5
- Convicted of Fraud
 - No = 5

- Yes = -5
- Denied or Lapse of Bond Coverage Within Last Five Years
 - No = 5
 - Yes = 0
- Workman's Compensation Lapse within Last Five Years
 - No = 5
 - One Instance = 4
 - Other = 0

Company History (15 points total)

- Years in Business
 - 6+ = 5
 - 5 = 4
 - 4 = 3
 - 3 = 2
 - 2 or Less = 1
- Current Bankruptcy
 - No = 5
 - Yes = 0
- Bankruptcy Within Last Five Years
 - No = 5
 - Yes = 0

Disputes (20 points total)

- Liquidated Damages Within Last Five Years
 - 1 or Less = 5
 - 2 = 3
 - Other = 0
- Insurance Refusal to Renew Within Last Five Years
 - No = 5
 - Yes = 0
- More Than Three (3) Stop Payment Notices per Contract within Last Three Years
 - No = 5
 - Yes = 0
- Stop Payment Notices Resulting in Claim Against Payment Bond
 - No = 5
 - Yes = 0

Bonding (5 points total)

- Required to Pay a Premium > 1%
 - No = 5
 - 1-1.25% = 4
 - 1.25-1.5% = 3
 - >1.5% = 0

Compliance (40 points total)

- CAL OSHA Violations within Last Five Years = Serious, Willful or Repeat
 - *If Average Gross Rev < 2M*
 - No = 5

- Yes w/ 1 Instance = 4
 - Yes w/ 2 Instances = 3
 - Yes w/ 3+ Instances = 0
 - If Average Gross Rev > 2M
 - No = 5
 - Yes w/ 1 Instance = 4
 - Yes w/ 2 Instances = 2
 - Yes w/ 3+ Instances = 0
- Federal OSHA Violations within Last Five Years
 - If Average Gross Rev < 2M
 - No = 5
 - Yes w/ 1 Instance = 4
 - Yes w/ 2 Instances = 3
 - Yes w/ 3+ Instances = 0
 - If Average Gross Rev > 2M
 - No = 5
 - Yes w/ 1 Instance = 4
 - Yes w/ 2 Instances = 2
 - Yes w/ 3+ Instances = 0
- EPA, Air Quality or Regional Water Quality Control Board Penalties within Last Five Years
 - If Average Gross Rev < 2M
 - No = 5
 - Yes w/ 1 Instance = 4
 - Yes w/ 2 Instances = 3
 - Yes w/ 3+ Instances = 0
 - If Average Gross Rev > 2M
 - No = 5
 - Yes w/ 1 Instance = 4
 - Yes w/ 2 Instances = 2
 - Yes w/ 3+ Instances = 0
- Safety Meetings
 - Weekly = 5
 - Monthly = 4
 - Quarterly = 2
 - Other = 0
- Experience Modification Rate
 - EMR .95 or Less = 5
 - EMR .95-1 = 3
 - Other = 0
- Required to pay back wages (States Prevailing Wages)
 - If Avg Gross Rev < 2M
 - No = 5
 - Yes w/ 1-2 Instance = 4
 - Yes w/ 3 Instances = 3
 - Yes w/ 4+ Instances = 0
 - If Avg Gross Rev > 2M
 - No = 5
 - Yes w/ 1-2 Instance = 4
 - Yes w/ 3 Instances = 2

- Yes w/ 4+ Instances = 0
- Required to pay back wages (Federal = Davis-Bacon Prevailing Wages)
 - If Average Gross Rev < 2M
 - No = 5
 - Yes w/ 1-2 Instance = 4
 - Yes w/ 3 Instances = 3
 - Yes w/ 4+ Instances = 0
 - If Average Gross Rev > 2M
 - No = 5
 - Yes w/ 1-2 Instance = 4
 - Yes w/ 3 Instances = 2
 - Yes w/ 4+ Instances = 0
- Apprentices Violations
 - If Average Gross Rev < 2M
 - No = 5
 - Yes w/ 1-2 Instance = 4
 - Yes w/ 3 Instances = 3
 - Yes w/ 4+ Instances = 0
 - If Average Gross Rev > 2M
 - No = 5
 - Yes w/ 1-2 Instance = 4
 - Yes w/ 3 Instances = 2
 - Yes w/ 4+ Instances = 0

Sub Contractor Scoring Detail (70 points available for Primes)

Company History (15 points total)

- Years in Business
 - 6+ = 5
 - 5 = 4
 - 4 = 3
 - 3 = 2
 - 2 or Less = 1
- Current Bankruptcy
 - No = 5
 - Yes = 0
- Bankruptcy Within Last Five Years
 - No = 5
 - Yes = 0

Disputes (15 points total)

- Liquidated Damages Within Last Five Years
 - 1 or Less = 5
 - 2 = 3
 - Other = 0
- Insurance Refusal to Renew Within Last Five Years
 - No = 5
 - Yes = 0
- Stop Payment Notices Resulting in Claim Against Payment Bond
 - No = 5
 - Yes = 0

Compliance (40 points total)

- CAL OSHA Violations within Last Five Years = Serious, Willful or Repeat
 - *If Average Gross Rev < 2M*
 - No = 5
 - Yes w/ 1 Instance = 4
 - Yes w/ 2 Instances = 3
 - Yes w/ 3+ Instances = 0
 - *If Average Gross Rev > 2M*
 - No = 5
 - Yes w/ 1 Instance = 4
 - Yes w/ 2 Instances = 2
 - Yes w/ 3+ Instances = 0
- Federal OSHA Violations within Last Five Years
 - *If Average Gross Rev < 2M*
 - No = 5
 - Yes w/ 1 Instance = 4
 - Yes w/ 2 Instances = 3
 - Yes w/ 3+ Instances = 0
 - *If Average Gross Rev > 2M*

- No = 5
 - Yes w/ 1 Instance = 4
 - Yes w/ 2 Instances = 2
 - Yes w/ 3+ Instances = 0
- EPA, Air Quality or Regional Water Quality Control Board Penalties within Last Five Years
 - If Average Gross Rev < 2M
 - No = 5
 - Yes w/ 1 Instance = 4
 - Yes w/ 2 Instances = 3
 - Yes w/ 3+ Instances = 0
 - If Average Gross Rev > 2M
 - No = 5
 - Yes w/ 1 Instance = 4
 - Yes w/ 2 Instances = 2
 - Yes w/ 3+ Instances = 0
- Safety Meetings
 - Weekly = 5
 - Monthly = 4
 - Quarterly = 2
 - Other = 0
- Experience Modification Rate
 - EMR .95 or Less = 5
 - EMR .95-1 = 3
 - Other = 0
- Required to pay back wages (States Prevailing Wages)
 - If Avg Gross Rev < 2M
 - No = 5
 - Yes w/ 1-2 Instance = 4
 - Yes w/ 3 Instances = 3
 - Yes w/ 4+ Instances = 0
 - If Avg Gross Rev > 2M
 - No = 5
 - Yes w/ 1-2 Instance = 4
 - Yes w/ 3 Instances = 2
 - Yes w/ 4+ Instances = 0
- Required to pay back wages (Federal = Davis-Bacon Prevailing Wages)
 - If Average Gross Rev < 2M
 - No = 5
 - Yes w/ 1-2 Instance = 4
 - Yes w/ 3 Instances = 3
 - Yes w/ 4+ Instances = 0
 - If Average Gross Rev > 2M
 - No = 5
 - Yes w/ 1-2 Instance = 4
 - Yes w/ 3 Instances = 2
 - Yes w/ 4+ Instances = 0
- Apprentice Violations
 - If Average Gross Rev < 2M
 - No = 5



- Yes w/ 1-2 Instance = 4
- Yes w/ 3 Instances = 3
- Yes w/ 4+ Instances = 0
- If Average Gross Rev > 2M
 - No = 5
 - Yes w/ 1-2 Instance = 4
 - Yes w/ 3 Instances = 2
 - Yes w/ 4+ Instances = 0

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 14, 2017
TO: Members, Board of Education
FROM: Wayne M. Joseph, Superintendent
PREPARED BY: Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations
SUBJECT: LICENSE AGREEMENT WITH CHINO POLICE DEPARTMENT FOR USE OF THE VACANT EL RANCHO ES FOR THE PURPOSE OF LAW ENFORCEMENT TRAINING

=====

BACKGROUND

Chino Police Department has requested permission to use the vacant El Rancho ES campus during the 2017/2018 school year to conduct tactical trainings to improve their response to community and school crime.

The attached 8-month license agreement will allow this access and ensure that the District's interests are protected.

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

RECOMMENDATION

It is recommended the Board of Education approve the License Agreement with Chino Police Department for use of the vacant El Rancho ES for the Purpose of Law Enforcement Training.

FISCAL IMPACT

None.

WMJ:GJS:pw

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License") dated as of November 1, 2017 (the "Effective Date"), is between the Chino Valley Unified School District ("Licensor) whose address is 5130 Riverside Drive, Chino, California 91710, and Chino Police Department ("Licensee") whose address is 5450 Guardian Way, Chino, CA 91710, each individually referred to as "Party" and collectively referred to as "Parties".

The Parties hereto agree as follows:

1. Premises.

(a) Licensor owns the property, El Rancho ES, located at 5862 C St, Chino, California 91710

(b) Licensee desires to utilize the school campus for the purpose of law enforcement trainings.

(c) Subject to the following terms and conditions, Licensor grants permission to Licensee to use El Rancho ES for the purpose of law enforcement training.

2. Use. Licensor grants a non-exclusive license to Licensee to use El Rancho ES to conduct law enforcement training.

3. Condition Precedent. Licensee's use of the Premises under this License shall be conditioned on the following:

(a) Licensee shall provide Licensor with proof that Licensee has all governmental approvals and permits to enable Licensee to utilize the El Rancho ES.

(b) In the event Licensee does not satisfy the conditions precedent or Licensee notifies Licensor that the aforementioned conditions precedent will not be satisfied, this License shall be of no force or effect.

4. Term. The term of this License ("Term") shall be month to month for a period of eight (8) months commencing on November 1, 2017, (the "Commencement Date") and continuing through June 30, 2018 unless sooner terminated as provided for in Paragraph 9 below.

5. Condition of Premises. Licensee represents and warrants that as of the Effective Date of this License, that Licensee has made a thorough and complete inspection of the Premises, including all improvements located thereon, and finds all such improvements and equipment to be in good and sanitary order, repair, and condition, Licensee hereby accepts the Premises in their present condition and, except as otherwise may be set forth herein, without representation or warranty by Licensor as to the condition of such Premises or as to the use of occupancy which may be made thereof.

6. Alterations. Licensee shall not make or allow any alterations, additions, or improvements to the Premises or any part of the Premises (collectively, the "Alterations"), without Licensor's prior written consent, which consent may be withheld at Licensor's complete discretion. Licensee shall bear the cost of restoring the Premises to their condition prior to the installation of the Alterations. All Alterations shall be done in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor reasonably approved by Licensor. Upon completion of any such work, Licensee shall provide Licensor with "as built" plans, copies of all construction contracts, and proof of payment for all labor and materials.

7. Taxes. Licensee shall be responsible for, and agrees to pay prior to delinquency, any and all taxes, assessments, levies, fees and other governmental charges of every kind or nature (hereinafter, collectively called "taxes") which are levied or assessed by any municipal, county, state, federal or other taxing or assessing authority upon, against or with respect to Licensee's use of the Premises.

8. Termination.

(a) This License may be terminated without further liability on thirty (30) days' prior written notice as follows: (i) by either Party upon a default of any covenant, condition, or term hereof by the other Party, which default is not cured within thirty (30) days of receipt of written notice of default; (ii) if the conditions precedent set forth in Paragraph 3 have not been satisfied; or (iii) by Licensee if Licensee is unable to occupy or utilize the Premises due to ruling or directive of a governmental or regulatory agency.

(b) In addition to the bases for termination set forth above, Licensor shall have the right to terminate this License at any time for any or no reason upon sixty (60) days' prior written notice to Licensee.

9. Insurance.

(a) Licensee shall maintain the following insurance: (1) Commercial General Liability with limits of \$1,000,000.00 per occurrence, (2) Automobile Liability with a combined single limit of \$1,000,000.00 per accident, (3) Workers' Compensation as required by law, and (4) Employer's Liability with limits of \$1,000,000.00 per occurrence.

(b) Licensee shall have the right to self-insure with respect to any of the above insurance.

10. Sale or Transfer. Should Licensor, at any time during the Term of this License, sell, transfer or otherwise convey all or any part of the Property to any transferee, this License and all rights hereunder shall automatically terminate upon the consummation of such transfer.

11. Maintenance, Utilities and Repairs.

(a) Licensee shall be responsible for maintaining the Premises in a clean, sanitary and neat condition and in good order and repair, ordinary wear and tear excepted.

12. Indemnification. Each party hereby indemnifies the other and the other's partners, affiliates, agents and employees against and holds the other and all such persons and entities harmless from any and all costs (including reasonable attorney's fees and costs) and claims of liability for or loss from personal injury and/or property damage to the extent such claims result from or arise out of the indemnifying party's actions or inactions related to this License. Notwithstanding the preceding, the provisions of this Paragraph shall not apply to any claim arising from or in connection with any negligent or intentional conduct of the indemnified party or of any agent, employee, contractor or invitee of such party.

13. Miscellaneous.

(a) Severability. If any provision of the License is invalid or unenforceable with respect to any party, the remainder of this License or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this License shall be valid and enforceable to the fullest extent permitted by law.

(b) Successors and Assigns. This License shall be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties.

(c) Notice. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax, or reliable overnight mail to the address of the respective Parties set forth below:

Licensee: Chino Police Department
5450 Guardian Way
Chino, CA 91710
Attn: Captain Wes Simmons

Licensor: Chino Valley Unified School District
5130 Riverside Drive
Chino, CA 91710-4130
Attn: Gregory J. Stachura
Assistant Superintendent, Facilities, Planning
and Operations

Licensor or Licensee may from time to time designate any other address for this purpose by written notice to the other Party.

(d) Governing Law. This License shall be governed and construed in accordance with the laws of the State of California. The Parties stipulate that any action brought hereunder or in connection herewith shall be brought in the County of San Bernardino.

(e) Waiver. The waiver by Licensor or Licensee of any agreement, condition, or provision herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision herein contained, nor shall any custom or practice that may develop between the parties in the administration of the terms hereof be construed to waive or to lessen the right of Licensor or Licensee to insist upon the performance by Licensee or Licensor in strict accordance with said terms.

(f) Day. Whenever reference is made to “day” or “days” in this License, all such references shall refer to calendar days unless otherwise specifically stated.

(g) Survival. Terms and conditions of this License which by their sense and context survive the termination, cancellation or expiration of this License will so survive.

(h) Counterparts. This License may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same document.

(i) Entire Agreement. This License constitutes the entire License and understanding between the Parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein.

(j) Amendment. Any modifications to this License must be in writing and executed by both Parties.

(k) Interpretation. This License shall be construed by a fair and reasonable interpretation of the words used without regard to which party drafted or cause to be drafted this License. The captions of the paragraphs of this License are for convenience only and do not limit any terms or provisions.

(l) Authority. All individuals executing this License represent that they are authorized to execute and deliver this License on behalf of the party for whom they execute it without any further action required by that party.

IN WITNESS WHEREOF, the Parties have executed this License as of the date first above written.

**LICENSOR:
CHINO VALLEY UNIFIED
SCHOOL DISTRICT**

**LICENSEE:
CHINO POLICE DEPARTMENT**

By: _____
(signature)

By: _____
(signature)

Name: Gregory J. Stachura
(print or type)

Name: _____
(print or type)

Title: Asst. Supt., Facilities and Planning

Title: _____

Date signed: _____

Date signed: _____

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 14, 2017
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

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BACKGROUND

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

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

RECOMMENDATION

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

FISCAL IMPACT

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

WMJ:LF:SH:RR:mcm

CERTIFICATED PERSONNEL

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

TEACHING OUT OF CREDENTIALLED AREA PER EDUCATION CODE §44263 EFFECTIVE JULY 1, 2017, THROUGH JUNE 30, 2018

ANDINO-GONZALEZ, Maritza	Introduction to Computers	Ramona JHS	2017/2018
SCHULD, Jeffery	Digital Photography	Ayala HS	2017/2018
LEE, Pamela	Draw/Paint 1 and 2	Don Lugo HS	2017/2018

PLACED ON THE 39 MONTH REEMPLOYMENT LIST

LUPARELLO, Michelle	Elementary Teacher	Walnut ES	11/16/2017
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RESIGNATIONS

LANDGRAF, Krista	Elementary Teacher	Country Springs ES	01/01/2018
LEWIS, Desiree	Special Education Teacher	Ayala HS	12/19/2017
SAIPRAMUK, Thanouthong	Math Teacher	Chino Hills HS	11/13/2017

DELETE – EXTRA DUTY – ACTIVITIES

PITTMAN, Anthony	Photo Advisor	Ayala HS	10/20/2017
		TOTAL:	\$2,272.00

APPOINTMENT- EXTRA DUTY – DEPARTMENT CHAIR

DALEY, Cynthia	4-6 Grade Level Chair	Butterfield Ranch ES	12/15/2017
CISNEROS-ALBA, Melissa	4-6 Grade Level Chair	Butterfield Ranch ES	12/15/2017
CORTES, Jacqueline	Dept. Chair Special Ed.	Don Lugo HS	12/15/2017
		TOTAL:	\$2,904.79

APPOINTMENT-EXTRA DUTY

FLORES, Jaclyn (NBM)	Track & Field (B)	Briggs K-8	12/15/2017
CEDERGREN, Andrew	Football (B)	Ayala HS	12/15/2017
LONG, Eric	Boys Soccer (GF)	Ayala HS	12/15/2017
LOPEZ, Nicholas (NBM)	Baseball (B)	Ayala HS	12/15/2017
URIAS, Samuel (NBM)	Boys Soccer (GF)	Chino HS	12/15/2017
ACU, Johan (NBM)	Softball (B)	Chino Hills HS	12/15/2017
BARCENAS, Ruben (NBM)	Softball (B)	Chino Hills HS	12/15/2017

CERTIFICATED PERSONNEL (cont.)

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

FRANKLIN, Daniel	Baseball (GF)	Chino Hills HS	12/15/2017
FULLERTON, Keith	Baseball (B)	Chino Hills HS	12/15/2017
GOMEZ III, Juventino (NBM)	Wrestling (B)	Chino Hills HS	12/15/2017
LONG, Debra (NBM)	Wrestling (B)	Chino Hills HS	12/15/2017
PLASCENCIA, Emmanuel (NBM)	Girls Soccer (GF)	Chino Hills HS	12/15/2017
TRANTOW, Ian (NBM)	Boys Soccer (GF)	Chino Hills HS	11/16/2017
VELA, Oscar (NBM)	Boys Basketball (B)	Chino Hills HS	12/15/2017
ZUNIGA, Jonathan (NBM)	Band (B)	Chino Hills HS	12/15/2017
DELEON Sr., Joe (NBM)	Boys Basketball (B)	Don Lugo HS	12/15/2017
		TOTAL:	\$15,682.00

DELETE – EXTRA DUTY

CASTANEDA, Joseph (NBM)	Wrestling (GF)	Don Lugo HS	12/15/2017
		TOTAL:	\$2,916.00

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

AIRD, Kimberley	BROWN, Brian	CALDER, Barbara
CRISS, Stacey	DUSATKO, Larry	FRAMAN, Louise
HAZELTON, Susan	HIRCHAG, Nancy	JOHNSON II, Alondra
MACKEY, Jeffie	MATTHEWS, Jennifer	MORENO, Angelica
MOSQUEDA, Ashley	NUNEZ, Tania	RAMIREZ, Sharon
YU, Frank		

CLASSIFIED PERSONNEL

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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CLASSIFIED PERSONNEL FOR THE 2017/2018 SCHOOL YEAR

RELEASE OF PROBATIONARY EMPLOYEE WITHOUT PREJUDICE

Employee #26417	12/01/2017
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HIRED AT THE APPROPRIATE PLACEMENT ON THE CLASSIFIED SALARY SCHEDULE

APPOINTMENT

HACHE, Ashley	Nutrition Services Mgr. I (NS)	Dickey ES	12/15/2017
HERNANDEZ, Cheryl	IA/Special Ed. (SELPA/GF)	Eagle Canyon ES	12/15/2017
HUISAR, Maxine	IA/Special Ed. (SELPA/GF)	Glenmeade ES/ Dickey ES	12/15/2017
MORREIRA, Richard	IA/Special Ed./SH (SELPA/GF)	Walnut ES	12/15/2017
VISTA, Sontrima	IA/Special Ed. (SELPA/GF)	Canyon Hills JHS	12/15/2017
DEL RIO, Salomon	Custodian I (GF)	Magnolia JHS	12/15/2017
MORALES, Lilia	IA/Special Ed./SH (SELPA/GF)	Ramona JHS	12/15/2017
MUNOZ, Veronica	IA/Special Ed. (SELPA/GF)	Boys Republic HS	12/15/2017
SACCONI, Dana	IA/Special Ed./SH (SELPA/GF)	Chino Hills HS	12/15/2017
SOTELO, Nicole	IA/Biling.-Bilit./ASL (GF)	Don Lugo HS	12/15/2017
JORDAN, Veronica	WIA Employment Placement Specialist (WIA/CWY)	Alternative Education	12/15/2017
AGUIRRE, Karla	Child Care Specialist (CDF)	Child Development/ Children's Center	12/15/2017
DO, Kevin	Typist Clerk II (GF)	Maintenance	01/03/2018
SUAZO, Fernando	Warehouse Delivery Worker (GF)	Warehouse/ Purchasing	12/15/2017

PROMOTION

BIGGS, Chelsea	FROM: IA/Comp. Asst. (GF) 5 hrs./150 contract days TO: Typist Clerk II (GF) 8 hrs./201 work days	Cortez ES Magnolia JHS	12/15/2017
BUENO, Xochitl	FROM: Central Kitchen Assistant I (NS) 2 hrs./181 work days TO: Custodian I (GF) 8 hrs./261 contract days	Townsend JHS Newman ES	12/15/2017

CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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PROMOTION (cont.)

FLORES, Julie	FROM: Typist Clerk I (GF) 8 hrs./201 work days TO: Assistant Principal Secretary (GF) 8 hrs./215 work days	Chino Hills HS Chino Hills HS	01/08/2018
SOLIS, Bertha	FROM: Typist Clerk I (GF) 4 hrs./166 work days TO: Attendance Clerk (GF) 8 hrs./195 work days	Adult School Chino HS	12/15/2017

CHANGE IN ASSIGNMENT

FRANCO, Mirna	FROM: IA/Special Ed. (SELPA/GF) 5 hrs./181 work days TO: IA/Special Ed. (SELPA/GF) 3.5 hrs./181 work days	Borba ES Chino Hills HS	12/15/2017
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DEMOTION OF PROBATIONARY EMPLOYEE WITHOUT PREJUDICE

Employee #6770			12/04/2017
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RESIGNATION

LOGAN, Taylor	Child Care Specialist (CDF)	Chaparral FC	12/19/2017
NUNEZ, Tania	School Community Liaison- Bilingual (C)	Dickey ES	01/07/2018
STEDFAST, Stormy	Bus Driver (GF)	Transportation	12/06/2017

RETIREMENT

BUTRISS, Hani (30 years of service)	Maintenance III-Painter (GF)	Maintenance	12/29/2017
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APPOINTMENT OF SHORT TERM EMPLOYEES EFFECTIVE JANUARY 1, 2018, THROUGH MARCH 31, 2018

BARRAGAN, Gabriela	IA/Special Ed./SH	Borba ES	
HARGROVE, Stephanie	IA/Special Ed./SH	Borba ES	
MAY, Brittany	IA/Special Ed./SH	Butterfield Ranch ES	

CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT OF SHORT TERM EMPLOYEES EFFECTIVE JANUARY 1, 2018, THROUGH MARCH 31, 2018</u> (cont.)			
MUNOZ, Yizel	IA/Special Ed./SH	Cattle ES	
SKRIPKO, Mary	IA/Special Ed./SH	Chaparral ES	
BARTON, Nicole	IA/504 Plan	Cortez ES	
MURRIETA, Pamela	IA/Special Ed./SH	Country Springs ES	
GUAJARDO, Racine	IA/Special Ed./ Collaboration	Dickson ES	
TORRES, Tina	IA/Special Ed./SH	Dickson ES	
FONTAN, Veronica	IA/Special Ed./ Collaboration	Eagle Canyon ES	
SANCHEZ, Maria	IA/Special Ed./SH	Glenmeade ES	
MEZA, Mary	IA/Special Ed./SH	Liberty ES	
SACCONI, Dana	IA/Special Ed./ Collaboration	Litel ES	
CONRARDY, Victoria	IA/Special Ed./SH	Marshall ES	
RODIL, Maria	IA/Special Ed./SH	Oak Ridge ES	
JEPEWAY, Gwen	IA/Special Ed./SH	Rhodes ES	
CASILLAS, Sylvia	IA/Special Ed./ Collaboration	Rolling Ridge ES	
PEREZ, Naomi	IA/Special Ed./ Collaboration	Rolling Ridge ES	
SALDANA, Vanessa	IA/Special Ed./SH	Wickman ES	
ARTUKOVICH, Denise	IA/Special Ed./ Collaboration	Cal Aero K-8	
CANNON, Rebecca	IA/Special Ed./SH	Cal Aero K-8	
LIM, Angie	IA/Special Ed./SH	Cal Aero K-8	
PICHARDO, Diana	IA/Special Ed./ Collaboration	Cal Aero K-8	
SOSA, Xochitl	IA/Special Ed./SH	Cal Aero K-8	
KUDER, Mallory	IA/Special Ed./SH	Magnolia JHS	
BOISELLE, Michelle	IA/Special Ed./SH	Townsend JHS	
GONZALLES, Martin	IA/Special Ed./SH	Townsend JHS	
GORDON, Diane	IA/Special Ed./SH	Townsend JHS	
HOLIDAY, Joy	IA/Special Ed./SH	Townsend JHS	
ARRISON, Shannon	IA/Special Ed./SH	Woodcrest JHS	
SCHWARTZMEYER, Nanette	IA/Special Ed./SH	Woodcrest JHS	
RENDON, Griselda	IA/Special Ed./SH	Woodcrest JHS	
BALLESTEROS, Venus	IA/Special Ed./SH	Ayala HS	
ROCHA, Iris	IA/Special Ed./SH	Ayala HS	
SANCHEZ, Virnie	IA/Special Ed./SH	Ayala HS	
SERRATO, Myra	IA/Special Ed./SH	Ayala HS	
CRUMP, Laura	IA/Special Ed./SH	Chino HS	
CRUMP, Laura	IA/Special Ed./Bus Aide	Chino HS	
HILL, Kimberly	IA/Special Ed./Collaboration	Chino HS	
LONGEROT-MARTINI, Deborah	IA/Special Ed./SH	Chino HS	
ALAMILLO, Marisol	IA/Special Ed./SH	Chino Hills HS	
BAYONA, Karen	IA/Special Ed./SH	Chino Hills HS	

CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT OF SHORT TERM EMPLOYEES EFFECTIVE JANUARY 1, 2018, THROUGH MARCH 31, 2018</u> (cont.)			
DELGADO, Linda	IA/Special Ed./SH	Chino Hills HS	
HERRERA, Susana	IA/Special Ed./SH	Chino Hills HS	
VAKA, Nancy	IA/Special Ed./SH	Chino Hills HS	
DUNN, Clara	IA/Special Ed./SH	Don Lugo HS	
FERREIRA, Elena	IA/Special Ed./SH	Don Lugo HS	
JONES, Marsha	IA/Special Ed./SH	Don Lugo HS	
MISSERI, Monica	IA/Special Ed./SH	Don Lugo HS	
NEAL, Gloria	IA/Special Ed./Collab.	Don Lugo HS	
PALMER, Anne	IA/Special Ed./SH	Don Lugo HS	
SIMS, Mariah	IA/Special Ed./SH	Don Lugo HS	
ZELAYA-AGUILAR, Amalia	IA/Special Ed./Bus Aide	Special Ed./ Spectrum	

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

ALEXANDRESCU, Mary	AVITIA, Kathy	CORTEZ, Blanca
FRAZIER, Siddiq	GARZA, Lisa Marie	KALINOWSKI, Aubree
KENDRENA, Sandra	KENNEDY, Daniel	PASSALAUQUA, Mark
REZK, Adam	ROMERO, Soledad	

- | | |
|--|--|
| (504) = Federal Law for Individuals with Handicaps | (NS) = Nutrition Services Budget |
| (ACE) = Ace Driving School | (OPPR) = Opportunity Program |
| (ABG) = Adult Education Block Grant | (PFA) = Parent Faculty Association |
| (ASB) = Associated Student Body | (R) = Restricted |
| (ASF) = Adult School Funded | (ROP) = Regional Occupation Program |
| (ATE) = Alternative to Expulsion | (SAT) = Saturday School |
| (B) = Booster Club | (SB813) = Medi-Cal Admin. Activities Entity Fund |
| (BTSA) = Beginning Teacher Support & Assessment | (SELPA) = Special Education Local Plan Area |
| (C) = Categorically Funded | (SOAR) = Students on a Rise |
| (CAHSEE)= California High School Exit Exam | (SPEC) = Spectrum Schools |
| (CC) = Children's Center (Marshall) | (SS) = Summer School |
| (CDF) = Child Development Fund | (SWAS) = School within a School |
| (CSR) = Class Size Reduction | (VA) = Virtual Academy |
| (CVLA) = Chino Valley Learning Academy | (WIA) = Workforce Investment Act |
| (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 | |

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 14, 2017
TO: Members, Board of Education
FROM: Wayne M. Joseph, Superintendent
PREPARED BY: Lea Fellows, Assistant Superintendent, Human Resources
Craig Frame, Director, Risk Management and Human Resources
SUBJECT: REJECTION OF CLAIMS

=====

BACKGROUND

Claim 17-11-19 was submitted on November 2, 2017, by Veronica Domato on behalf of her son, a student at Ayala HS. Claimant alleges that he was bullied by other students and school site administration. Claimant seeks damages no less than \$10,000.00.

Claim 17-11-20 was submitted on November 14, 2017, by Melinda S. Larzo, a certificated employee at Butterfield Ranch ES. Claimant alleges that she sustained vehicle damages while parked in the school parking lot. Claimant seeks reimbursement for vehicle damages in the amount of \$479.00.

Claim 17-11-21 was submitted on November 16, 2017, by Toinyetta L. Lesure, a member of the public. Claimant alleges that she sustained vehicle damages after a District employee hit her while en-route. Claimant seeks reimbursement for vehicle damages in the amount of \$3,000.00.

The Board is requested to reject claims against the District to allow insurance carriers to investigate the claims and make recommendations regarding the dispositions.

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

RECOMMENDATION

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

FISCAL IMPACT

Unknown at present.

WMJ:LF:CF:lag

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 14, 2017
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: REVISIONS TO THE JOB DESCRIPTION FOR PLAYGROUND SUPERVISOR

=====

BACKGROUND

Job descriptions are a statement of duties, qualifications, and responsibilities associated with a particular job. It is a matter of standard practice to modify and/or create job descriptions as new positions become necessary, jobs evolve, and responsibilities and duties change. Additionally, changes in organizational structure, student needs, and other factors require the revision of existing positions to support the District's mission of increased student achievement. The playground supervisor job description is also being revised to reflect the revision of Education Code 45103(b)(4). Assembly Bill 670 effective January 1, 2018, authorizes playground supervisors to be a part of the classified service. A new salary schedule will be created for classified services (Non-Bargaining Unit) to add playground supervisors. The position will continue the hourly rate of \$13.99.

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 revisions to the job description for Playground Supervisor.

FISCAL IMPACT

None.

WMJ:LF:SH:RR:mcm

PLAYGROUND SUPERVISOR**DEFINITION**

Under ~~direction~~ GENERAL SUPERVISION BY SITE ADMINISTRATION, WORKS INDEPENDENTLY ~~providing~~ student supervision BEFORE, DURING OR AFTER SCHOOL HOURS WHICH COULD INCLUDE BREAKFAST, LUNCH, RECESS AND PASSING PERIODS AT THE ~~in~~ Elementary, ~~and~~ Junior High Schools, AND HIGH SCHOOLS of the District; ~~performs related duties as required.~~

DISTINGUISHING CHARACTERISTICS

Positions in this class are a part of ~~excluded from~~ the Classified Service as outlined in ASSEMBLY BILL 670 EFFECTIVE JANUARY 1, 2018 ~~Section 45103 of the California Education Code.~~ Positions are characterized by their responsibility to monitor school grounds and maintain order on a part-time basis. ~~Positions are distinguished from the class of Lunch Area Monitor in that positions in the latter class are primarily responsible for student supervision in eating areas and do not have campus-wide responsibility.~~

OCCUPATIONAL GROUP

Exempt Classified

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

1. Monitors AND DIRECTS student behavior on school GROUNDS ~~campus, during lunch and/or other recess periods.~~ **(E)**
2. Coordinates/AND COMMUNICATES with school ~~principal~~ ADMINISTRATION on enforcement of specific rules and regulations and reports any behavior problems, accidents or exceptional incidents to the designated authority. **(E)**
3. Encourages and promotes courtesy and adherence to common HEALTH & safety standards among students. **(E)**
4. ASSISTS WITH THE MONITORING OF THE SERVING LINE DURING MEAL SESSION(S).
5. MAINTAINS THE CLEANLINESS OF THE MEAL TABLES. **(E)**
6. TRAVERSES SCHOOL GROUNDS CONSISTENTLY TO ENSURE SAFETY OF ALL STUDENTS. **(E)**

PLAYGROUND SUPERVISOR

Page 2

7. REPORTS UNAUTHORIZED ACTIVITIES AND UNAUTHORIZED PERSONS ON SCHOOL GROUNDS. **(E)**
8. PARTICIPATES IN SCHOOL-RELATED TRAININGS, SUCH AS SAFETY, POSITIVE BEHAVIORAL INTERVENTION SYSTEMS, ETC. **(E)**
9. Provides vacation and temporary relief as required and performs related duties as assigned.
10. PERFORMS OTHER DUTIES AS ASSIGNED.

(E) = Essential Functions

MINIMUM REQUIREMENTS

Knowledge of:

- Common safety & HEALTH practices; and ~~courtesy standards.~~
- COURTESY STANDARDS.

Ability to:

- FOLLOW DIRECTIONS
- Learn school rules and regulations and apply to everyday situations on the school campus, in a fair and firm manner, encouraging acceptable student behavior;
- DEMONSTRATE AN UNDERSTANDING, PATIENT AND RECEPTIVE ATTITUDE TOWARD STUDENTS, STAFF AND COMMUNITY MEMBERS;
- Communicate clearly in oral form TO ALL STAKEHOLDERS;
- MAINTAIN STUDENT CONFIDENTIALITY;
- USE SOUND JUDGEMENT;
- MAINTAIN BOUNDARIES WITH STUDENTS, STAFF AND COMMUNITY MEMBERS; AND
- Establish effective working relationships with school staff and students.

EXPERIENCE

None

EDUCATION

Completion of formal or informal education sufficient to assure the ability to successfully perform the tasks as outlined above.

WORKING CONDITIONS

- INDOOR/OUTDOOR ENVIRONMENT;
- REGULAR EXPOSURE TO DUST, ODORS, DIRT, POLLEN;
- CONTACT WITH CLEANING AGENTS AND/OR CHEMICALS; AND
- TEMPERATURE EXTREMES.

PHYSICAL ABILITIES

- VISUAL ABILITY TO MONITOR STUDENT BEHAVIOR DURING THE SCHOOL DAY;
- HEARING AND SPEAKING TO EXCHANGE INFORMATION RELATED TO DAILY ACTIVITIES;
- BENDING AT THE WAIST, KNEELING, CROUCHING OR STOOPING;
- MOBILITY; AND
- WALKING, STANDING, CLIMBING STAIRS FOR EXTENDED PERIODS OF TIME.

HAZARDS

- ADVERSE WEATHER CONDITIONS INCLUDING EXTREME TEMPERATURES (BELOW 32 DEGREES AND ABOVE 100 DEGREES), HIGH WINDS AND OCCASIONAL RAIN;
- WORKING IN A NOISY ENVIRONMENT; AND
- MAY BE EXPOSED TO CONTACT WITH UNCOOPERATIVE OR ABUSIVE INDIVIDUALS.

ADDITIONAL REQUIREMENTS

CURRENT FIRST AID CERTIFICATION AND TRAINING IN PLAYGROUND SAFETY.

Board Approved: 10/10/78
REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 14, 2017

TO: Members, Board of Education

FROM: Wayne M. Joseph, Superintendent

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

SUBJECT: SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS WILLIAMS REPORT OF FINDINGS DECILE 1-3 SCHOOLS FOR BORBA ES, DICKSON ES, MARSHALL ES, WALNUT ES, RAMONA JHS, AND CHINO HS

=====

BACKGROUND

California Education Code 1240 requires the San Bernardino County Superintendent of Schools visit all deciles 1-3 schools (Williams monitored school currently based on the 2012 Academic Performance Index) to ensure compliance with the Williams Legislation. The results of the visit to Borba ES, Dickson ES, Marshall ES, Walnut ES, Ramona JHS, and Chino HS are attached as the final report including the Facility Inspection Tool.

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 San Bernardino County Superintendent of Schools Williams Report of Findings Decile 1-3 schools for Borba ES, Dickson ES, Marshall ES, Walnut ES, Ramona JHS, and Chino HS.

FISCAL IMPACT

None.

WMJ:GP:rtt



San Bernardino County
Superintendent of Schools

Ted Alejandre
County Superintendent

Transforming lives through education

Chino Valley Unified School District
Superintendent's Office
RECEIVED
NOV 13 2017

October 31, 2017

Mr. Wayne M. Joseph, Superintendent
Chino Valley Unified School District
5130 Riverside Drive
Chino, CA 91710

Dear Mr. Joseph:

Per California Education Code section 1240, San Bernardino County Superintendent of Schools (SBCSS) staff has visited all deciles 1-3 schools (*Williams* monitored schools currently based on the 2012 Academic Performance Index [API]) to ensure compliance with the *Williams* Legislation. Enclosed is a copy of the final report and Facility Inspection Tool (FIT) for each of the schools visited within your district.

Additionally, Education Code section 1240 (c)(2)(G), requires that the results of the visits be reported to the governing board of each school district at a regularly scheduled meeting held in accordance with public notification requirements. ***Please make sure to include the Williams reports as an agenda item for your next regularly scheduled Board meeting.***

On behalf of the SBCSS *Williams* team members, it has been a pleasure to work in partnership with you and the employees of the Chino Valley Unified School District.

Sincerely,

Ted Alejandre
County Superintendent

Enclosures

cc: Ms. Sylvia Orozco, Board President
Dr. Grace Park, *Williams* Liaison
Mr. Richard De Nava, SBCSS Assistant Superintendent
Mrs. Barbara Alejandre, SBCSS Chief Intergovernmental Relations Officer
Mrs. Supriya Barrows, SBCSS Legislative Services Manager

Office of the Superintendent

601 North E Street • San Bernardino, CA 92415-0020 • P: 909.386.2406 • F: 909.888.5480 • www.sbcss.k12.ca.us

October 31, 2017

Mr. Wayne M. Joseph, Superintendent
Chino Valley Unified School District
5130 Riverside Drive
Chino, CA 91710-4130

Dear Mr. Joseph:

California Education Code section 1240 requires that I visit all deciles 1-3 schools (*Williams*-monitored schools currently determined by the 2012 Base Academic Performance Index [API]) identified in our county and report to you the results of my findings on a quarterly basis. This report concerns the visit on **September 8, 2017**, to **Borba (Anna A.) Elementary School**. Let me state at the outset that the visit was a positive, professional experience with a focus by the entire staff on seeking to improve the learning of each student at Borba (Anna A.) Elementary School.

The purpose of my visit as specified in California Education Code section 1240 was to:

1. Determine if students have "sufficient" instructional materials in the four core subject areas (English language arts, mathematics, history/social science, science) and, as appropriate, science laboratory equipment in grades 9-12, foreign languages, and health;
2. Determine if there is any facility condition that "poses an emergency or urgent threat to the health or safety of pupils or staff."

The law further requires that the county superintendent:

1. Determine if each monitored school has provided accurate data for the annual School Accountability Report Card (SARC) related to sufficiency of instructional materials and the safety, cleanliness, and adequacy of school facilities, including "good repair."
2. Annually monitor and review teacher misassignments and teacher vacancies in schools ranked in deciles 1-3 (2012 Base API); and
3. Receive quarterly reports on complaints filed within the school district concerning insufficient instructional materials, teacher vacancies and misassignments, and emergency or urgent facilities issues under the Uniform Complaint Procedures.

Before proceeding with the report, let me define some basic terms. The standards set forth in the law define "sufficient textbooks or instructional materials" as each pupil, including English language learners, has a standards-aligned textbook or instructional materials, or both, to use in class and take home. Education Code requires that school districts remedy insufficiencies of instructional materials in the four core subject areas within two months (eight weeks) of the beginning of the school year. A school facility "emergency or urgent threat" means that a condition poses a threat to the health or safety of pupils or staff. "Good repair" means the school facility is clean, safe, and functional as determined pursuant to the school facility inspection and evaluation instrument developed by the Office of Public School Construction (the Facility Inspection Tool [FIT]) or a local evaluation instrument that meets the same criteria.

In summary, my findings in the four required areas were as follows:

Instructional Materials

No insufficiencies were observed or insufficiencies observed were resolved within two months (eight weeks) of the beginning of the school year.

School Facilities

The following **extreme deficiencies** were observed:

None observed.

The following **good repair deficiencies** were observed:

Section 14. Playgrounds/School Grounds

- Playground: Significant cracks, trip hazards, holes or deterioration (work order #: 90112)

Section 15. Overall Cleanliness

- 16: Graffiti etched in windows/tiles (work order #: 90113)

Deficiencies that were observed and remediated prior to the end of the visit are reflected in this report and the enclosed Facility Inspection Tool. **Please be sure to include all findings on the appropriate SARC, including all dates of remedial action taken or planned.** Inclusion of this information will be verified during next fiscal year's SARC review process.

SARC

No findings to report. The SARC review for the 2017/2018 fiscal year began October 2, 2017, and will conclude by December 29, 2017. Findings will be included in the second quarterly report.

Teacher Assignment Monitoring

No findings to report. The annual assignment monitoring and review process for the 2017/2018 fiscal year begins November 1, 2017, and concludes by report to the California Commission on Teacher Credentialing on June 30, 2018. The final teacher assignment information will be provided in the fourth quarterly report.

In conclusion, let me assure you that the San Bernardino County Superintendent of Schools is available to support the actions required to address the needs identified during the *Williams* Settlement site visits.

Sincerely,



Ted Alejandre
County Superintendent

Attachment: Facility Inspection Tool

cc: Mrs. Sylvia Orozco, Board President
Mr. Gerson Renderos, Principal
Dr. Grace Park, *Williams* Liaison
Mr. Richard De Nava, SBCSS Assistant Superintendent
Mrs. Barbara Alejandre, SBCSS Chief Intergovernmental Relations Officer
Mrs. Supriya Barrows, SBCSS Legislative Services Manager

School District/County Office of Education Chino Valley Unified School District		County San Bernardino	
School Site Borba (Anna A.) Elementary School		Grade Levels K-6	Nbr of Classrooms 37
Address 12970 Third St., Chino, CA 91710		Type of Inspection Announced Decile 3	
Inspector's Name and Title Linda Miranda, Special Assistant to the Superintendent		Representative of District Who Accompanied the Evaluator	
Date of Inspection 9/8/2017	Time of Inspection 8:30 am	Weather Condition at Time of Inspection Sunny	

PART II: EVALUATION DETAIL

AREA	Section 1	Section 2	Section 3	Section 4	Section 5	Section 6	Section 7	Section 8	Section 8	Section 9	Section 10	Section 11	Section 12	Section 13	Section 14	Section 15
	Gas Leaks	Mech/ HVAC	Wtr/Doors Gates/ Fences	Interior Surfaces	Hazardous Materials	Structural Damage	Fire Safety	Electrical	Pest/ Vermin Infestation	Drinking Fountains	Restrooms	Sewer	Roofs	Playground /School Grounds	Overall Cleanli- ness	
28	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
29	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
33	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
34	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
25	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
3	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
4	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
16	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D

PART II: EVALUATION DETAIL

Date of Inspection: 9/8/2017 School Name: Borba (Anna A.) Elementary School

AREA	Section 1	Section 2	Section 3	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Section 10	Section 11	Section 12	Section 13	Section 14	Section 15
	Gas Leaks	Mech/ EVAC	Win/Doors Gates/ Fences	Interior Surfaces	Hazardous Materials	Structural Damage	Fire Safety	Electrical	Pest/ Vermin Infestation	Drinking Fountains	Restrooms	Sewer	Roofs	Playground /School Grounds	Overall Cleanliness
	Section 15: Graffiti etched in windows/tiles (work order #: 90113)														
32	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
36	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Office	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Library	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
MPR	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Computer Lab	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Lunch Area	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D	✓
	Section 14: Significant cracks, trip hazards, holes or deterioration (work order #: 90112)														
Restrooms	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Marks: ✓ = Good Repair, D = Deficiency, X = Extreme Deficiency, NA = Not Applicable
Rpt 6.2 Part II

October 31, 2017

Mr. Wayne M. Joseph, Superintendent
Chino Valley Unified School District
5130 Riverside Drive
Chino, CA 91710-4130

Dear Mr. Joseph:

California Education Code section 1240 requires that I visit all deciles 1-3 schools (*Williams*-monitored schools currently determined by the 2012 Base Academic Performance Index [API]) identified in our county and report to you the results of my findings on a quarterly basis. This report concerns the visit on **August 30, 2017, to Chino High School**. Let me state at the outset that the visit was a positive, professional experience with a focus by the entire staff on seeking to improve the learning of each student at Chino High School.

The purpose of my visit as specified in California Education Code section 1240 was to:

1. Determine if students have "sufficient" instructional materials in the four core subject areas (English language arts, mathematics, history/social science, science) and, as appropriate, science laboratory equipment in grades 9-12, foreign languages, and health;
2. Determine if there is any facility condition that "poses an emergency or urgent threat to the health or safety of pupils or staff."

The law further requires that the county superintendent:

1. Determine if each monitored school has provided accurate data for the annual School Accountability Report Card (SARC) related to sufficiency of instructional materials and the safety, cleanliness, and adequacy of school facilities, including "good repair."
2. Annually monitor and review teacher misassignments and teacher vacancies in schools ranked in deciles 1-3 (2012 Base API); and
3. Receive quarterly reports on complaints filed within the school district concerning insufficient instructional materials, teacher vacancies and misassignments, and emergency or urgent facilities issues under the Uniform Complaint Procedures.

Before proceeding with the report, let me define some basic terms. The standards set forth in the law define "sufficient textbooks or instructional materials" as each pupil, including English language learners, has a standards-aligned textbook or instructional materials, or both, to use in class and take home. Education Code requires that school districts remedy insufficiencies of instructional materials in the four core subject areas within two months (eight weeks) of the beginning of the school year. A school facility "emergency or urgent threat" means that a condition poses a threat to the health or safety of pupils or staff. "Good repair" means the school facility is clean, safe, and functional as determined pursuant to the school facility inspection and evaluation instrument developed by the Office of Public School Construction (the Facility Inspection Tool [FIT]) or a local evaluation instrument that meets the same criteria.

In summary, my findings in the four required areas were as follows:

Instructional Materials

No insufficiencies were observed or insufficiencies observed were resolved within two months (eight weeks) of the beginning of the school year.

School Facilities

The following **extreme deficiencies** were observed:

None observed.

The following **good repair deficiencies** were observed:

Section 5. Hazardous Materials

- M15: Cleansers not stored properly (work order #: 89714)

Section 8. Electrical

- 11: Computer cords not secured properly (work order #: 89705)
- 12: Computer cords not secured properly (work order #: 89705)
- 13: Computer cords not secured properly (work order #: 89705)
- M11: Computer cords not secured properly (work order #: 89705)
- M12: Computer cords not secured properly (work order #: 89705)
- M14: Exposed wires (no voltage or low voltage; i.e. data/comm/phone lines) (work order #: 1504114174)
- M16: Computer cords not secured properly (work order #: 89705)
- M6: Computer cords not secured properly (work order #: 89705)

Section 10. Drinking fountains

- Gym: Sink/fountain is damaged (work order #: 88538)

Section 11. Restrooms

- MPR: Electric hand dryers are damaged or broken (work order #: 89702)
- Restrooms near 79: Toilet is damaged, broken, or clogged (work order #: 89198)

Deficiencies that were observed and remediated prior to the end of the visit are reflected in this report and the enclosed Facility Inspection Tool. **Please be sure to include all findings on the appropriate SARC, including all dates of remedial action taken or planned.** Inclusion of this information will be verified during next fiscal year's SARC review process.

SARC

No findings to report. The SARC review for the 2017/2018 fiscal year began October 2, 2017, and will conclude by December 29, 2017. Findings will be included in the second quarterly report.

Teacher Assignment Monitoring

No findings to report. The annual assignment monitoring and review process for the 2017/2018 fiscal year begins November 1, 2017, and concludes by report to the California Commission on Teacher Credentialing on June 30, 2018. The final teacher assignment information will be provided in the fourth quarterly report.

In conclusion, let me assure you that the San Bernardino County Superintendent of Schools is available to support the actions required to address the needs identified during the *Williams* Settlement site visits.

Sincerely,



Ted Alejandre
County Superintendent

Attachment: Facility Inspection Tool

cc: Mrs. Sylvia Orozco, Board President
Mr. Felix Melendez, Principal
Dr. Grace Park, *Williams* Liaison
Mr. Richard De Nava, SBCSS Assistant Superintendent
Mrs. Barbara Alejandre, SBCSS Chief Intergovernmental Relations Officer
Mrs. Supriya Barrows, SBCSS Legislative Services Manager

School District/County Office of Education Chino Valley Unified School District		County San Bernardino	
School Site Chino High School	Grade Levels 9-12	Nbr of Classrooms 122	
Address 5472 Park Pl, Chino, CA 91710	Type of Inspection Announced	Decile 3	
Inspector's Name and Title Fermin Jaramillo, Coordinator, Diverse Student Learning		Representative of District Who Accompanied the Evaluator	
Date of Inspection 8/30/2017	Time of Inspection 7:45 am	Weather Condition at Time of Inspection Sunny	

PART II: EVALUATION DETAIL

AREA	Section 1	Section 2	Section 3	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Section 10	Section 11	Section 12	Section 13	Section 14	Section 15
	Gas Leaks	Mech/ HVAC	Wtr/Doors Gates/ Fences	Interior Surfaces	Hazardous Materials	Structural Damage	Fire Safety	Electrical	Pest/ Vermin Infestation	Drinking Fountains	Restrooms	Sewer	Roofs	Playground /School Grounds	Overall Cleanliness
46	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
63	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
62	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
36	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
34	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
24	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
11	✓	✓	✓	✓	✓	✓	✓	D	✓	✓	✓	✓	✓	✓	✓
Section 8: Computer cards not secured properly (work order #: 89705)															

PART II: EVALUATION DETAIL

Date of Inspection: 8/30/2017 School Name: Chino High School

AREA	Section 1	Section 2	Section 3	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Section 10	Section 11	Section 12	Section 13	Section 14	Section 15
	Gas Leaks	Mech/HVAC	Win/Doors/Gates/Fences	Interior Surfaces	Hazardous Materials	Structural Damage	Fire Safety	Electrical	Pest/Vermif Infestation	Drinking Fountains	Restrooms	Sewer	Roofs	Playground/School Grounds	Overall Cleanliness
12	✓	✓	✓	✓	✓	✓	✓	D	✓	✓	✓	✓	✓	✓	✓
Section 8: Computer cards not secured properly (work order #: 89705)															
13	✓	✓	✓	✓	✓	✓	✓	D	✓	✓	✓	✓	✓	✓	✓
Section 8: Computer cards not secured properly (work order #: 89705)															
2	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
M6	✓	✓	✓	✓	✓	✓	✓	D	✓	✓	✓	✓	✓	✓	✓
Section 8: Computer cards not secured properly (work order #: 89705)															
M15	✓	✓	✓	✓	D	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Section 5: Cleansers not stored properly (work order #: 89714)															
M16	✓	✓	✓	✓	✓	✓	✓	D	✓	✓	✓	✓	✓	✓	✓
Section 8: Computer cards not secured properly (work order #: 89705)															
M14	✓	✓	✓	✓	✓	✓	✓	D	✓	✓	✓	✓	✓	✓	✓
Section 8: Exposed wires (no voltage or low voltage; i.e. data/comm/phone lines) (work order #: 1504114174)															
M11	✓	✓	✓	✓	✓	✓	✓	D	✓	✓	✓	✓	✓	✓	✓
Section 8: Computer cards not secured properly (work order #: 89705)															
M12	✓	✓	✓	✓	✓	✓	✓	D	✓	✓	✓	✓	✓	✓	✓
Section 8: Computer cards not secured properly (work order #: 89705)															
M23	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
26	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
28	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
25	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
22	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

PART II: EVALUATION DETAIL

Date of Inspection: 8/30/2017 School Name: Chino High School

AREA	Section 1	Section 2	Section 3	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Section 10	Section 11	Section 12	Section 13	Section 14	Section 15
	Gas Leaks	Mech/HVAC	Win/Doors/Gates/Fences	Interior Surfaces	Hazardous Materials	Structural Damage	Fire Safety	Electrical	Pest/Vermitt Infestation	Drinking Fountains	Restrooms	Sewer	Roofs	Playground/School Grounds	Overall Cleanliness
14	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
4	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
5	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Administration	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Staff Lounge	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Library	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Staff Parking East of Library	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Staff Parking West of Library	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Restrooms near Staff Parking	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Mail/Copy Room	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Career Center	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Activities	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Counseling	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Restrooms near 19	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

PART II: EVALUATION DETAIL

Date of Inspection: 8/30/2017 School Name: Chino High School

AREA	Section 1	Section 2	Section 3	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Section 10	Section 11	Section 12	Section 13	Section 14	Section 15
	Gas Leaks	Mech/HVAC	Windoors/Gates/Fences	Interior Surfaces	Hazardous Materials	Structural Damage	Fire Safety	Electrical	Pest/Vermis Infestation	Drinking Fountains	Restrooms	Sewer	Roofs	Playground/School Grounds	Overall Cleanliness
Restrooms near 15	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Restrooms near 29A	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Security	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Restrooms near Security	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Lab1	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Restrooms near 79	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D	✓	✓	✓	✓
Athletic Field	Section 11:	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Baseball Field	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Pool	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Boys' PE	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Gym	✓	✓	✓	✓	✓	✓	✓	✓	✓	D	✓	✓	✓	✓	✓
Girls' PE	Section 10:	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Football Stadium	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Tennis Courts	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Student Parking Lot	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

PART II: EVALUATION DETAIL

Date of Inspection: 8/30/2017 School Name: Chino High School

AREA	Section 1	Section 2	Section 3	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Section 10	Section 11	Section 12	Section 13	Section 14	Section 15
	Gas Leaks	Mech/ HVAC	Windows Gates/ Fences	Interior Surfaces	Hazardous Materials	Structural Damage	Fire Safety	Electrical	Pest/ Vermin Infestation	Drinking Fountains	Restrooms	Sewer	Roofs	Playground /School Grounds	Overall Cleanliness
Music	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Kitchen	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
MPR	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D	✓	✓	✓	✓
Section 11:	Electric hand dryers are damaged or broken (work order #: 89702)														
Covered Patio	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Student Store	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Restrooms near Student Store	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Quad	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Marks: ✓ = Good Repair, D = Deficiency, X = Extreme Deficiency, NA = Not Applicable
Rpt 6.2 Part II

October 31, 2017

Mr. Wayne M. Joseph, Superintendent
Chino Valley Unified School District
5130 Riverside Drive
Chino, CA 91710-4130

Dear Mr. Joseph:

California Education Code section 1240 requires that I visit all deciles 1-3 schools (*Williams*-monitored schools currently determined by the 2012 Base Academic Performance Index [API]) identified in our county and report to you the results of my findings on a quarterly basis. This report concerns the visit on **September 5, 2017**, to **Dickson (Doris) Elementary School**. Let me state at the outset that the visit was a positive, professional experience with a focus by the entire staff on seeking to improve the learning of each student at Dickson (Doris) Elementary School.

The purpose of my visit as specified in California Education Code section 1240 was to:

1. Determine if students have "sufficient" instructional materials in the four core subject areas (English language arts, mathematics, history/social science, science) and, as appropriate, science laboratory equipment in grades 9-12, foreign languages, and health;
2. Determine if there is any facility condition that "poses an emergency or urgent threat to the health or safety of pupils or staff."

The law further requires that the county superintendent:

1. Determine if each monitored school has provided accurate data for the annual School Accountability Report Card (SARC) related to sufficiency of instructional materials and the safety, cleanliness, and adequacy of school facilities, including "good repair."
2. Annually monitor and review teacher misassignments and teacher vacancies in schools ranked in deciles 1-3 (2012 Base API); and
3. Receive quarterly reports on complaints filed within the school district concerning insufficient instructional materials, teacher vacancies and misassignments, and emergency or urgent facilities issues under the Uniform Complaint Procedures.

Before proceeding with the report, let me define some basic terms. The standards set forth in the law define "sufficient textbooks or instructional materials" as each pupil, including English language learners, has a standards-aligned textbook or instructional materials, or both, to use in class and take home. Education Code requires that school districts remedy insufficiencies of instructional materials in the four core subject areas within two months (eight weeks) of the beginning of the school year. A school facility "emergency or urgent threat" means that a condition poses a threat to the health or safety of pupils or staff. "Good repair" means the school facility is clean, safe, and functional as determined pursuant to the school facility inspection and evaluation instrument developed by the Office of Public School Construction (the Facility Inspection Tool [FIT]) or a local evaluation instrument that meets the same criteria.

In summary, my findings in the four required areas were as follows:

Instructional Materials

No insufficiencies were observed or insufficiencies observed were resolved within two months (eight weeks) of the beginning of the school year.

School Facilities

The following **extreme deficiencies** were observed:

None observed.

The following **good repair deficiencies** were observed:

Section 8. Electrical

- 18: Computer cords not secured properly (**remedied**)
- 24: Computer cords not secured properly (**remedied**)
- 35: Computer cords not secured properly (**remedied**)

Section 11. Restrooms

- Admin Bldg: Soap/sanitizer dispensers empty (**remedied**)

Section 14. Playgrounds/School Grounds

- Exterior/Field areas: Low hanging or broken tree branches pose a safety issue (**remedied**)
- Exterior/Field areas: Overgrown vegetation poses a trip/safety hazard (**remedied**)

Section 15. Overall Cleanliness

- Library: Unsecured items are stored too high (**remedied**)

Deficiencies that were observed and remediated prior to the end of the visit are reflected in this report and the enclosed Facility Inspection Tool. **Please be sure to include all findings on the appropriate SARC, including all dates of remedial action taken or planned.** Inclusion of this information will be verified during next fiscal year's SARC review process.

SARC

No findings to report. The SARC review for the 2017/2018 fiscal year began October 2, 2017, and will conclude by December 29, 2017. Findings will be included in the second quarterly report.

Teacher Assignment Monitoring

No findings to report. The annual assignment monitoring and review process for the 2017/2018 fiscal year begins November 1, 2017, and concludes by report to the California Commission on Teacher Credentialing on June 30, 2018. The final teacher assignment information will be provided in the fourth quarterly report.

In conclusion, let me assure you that the San Bernardino County Superintendent of Schools is available to support the actions required to address the needs identified during the *Williams* Settlement site visits.

Sincerely,



Ted Alejandre
County Superintendent

Attachment: Facility Inspection Tool

cc: Mrs. Sylvia Orozco, Board President
Mr. Randal Buoncristiani, Principal
Dr. Grace Park, *Williams* Liaison
Mr. Richard De Nava, SBCSS Assistant Superintendent
Mrs. Barbara Alejandre, SBCSS Chief Intergovernmental Relations Officer
Mrs. Supriya Barrows, SBCSS Legislative Services Manager

School District/County Office of Education Chino Valley Unified School District		County San Bernardino	
School Site Dickson (Doris) Elementary School		Grade Levels K-6	Nbr of Classrooms 22
Address 3930 Pamela Drive, Chino, CA 91710		Type of Inspection Unannounced	Decile 3
Inspector's Name and Title Wendryn Bamhart, Fiscal Support Analyst		Representative of District Who Accompanied the Evaluator	
Date of Inspection 9/5/2017	Time of Inspection 8:30 am	Weather Condition at Time of Inspection Sunny	

PART II: EVALUATION DETAIL

AREA	Section 1	Section 2	Section 3	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Section 10	Section 11	Section 12	Section 13	Section 14	Section 15
	Gas Leaks	Mech/ HVAC	Win/Doors Gaps/ Ferros	Interior Surfaces	Hazardous Materials	Structural Damage	Fire Safety	Electrical	Pest/ Vermin Infestation	Drinking Fountains	Restrooms	Sewer	Roofs	Playground /School Grounds	Overall Cleanliness
17	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
18	✓	✓	✓	✓	✓	✓	✓	D	✓	✓	✓	✓	✓	✓	✓
10	Section 8:	✓	Computer cords not secured properly (remedied)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
4	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
36	✓	✓	✓	✓	✓	✓	✓	D	✓	✓	✓	✓	✓	✓	✓
23	Section 8:	✓	Computer cords not secured properly (remedied)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
24	✓	✓	✓	✓	✓	✓	✓	D	✓	✓	✓	✓	✓	✓	✓
	Section 8:		Computer cords not secured properly (remedied)												

AREA	Section 1	Section 2	Section 3	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Section 10	Section 11	Section 12	Section 13	Section 14	Section 16
	Gas Leaks	Mech/HVAC	Wn/Doors Gates/Fences	Interior Surfaces	Hazardous Materials	Structural Damage	Fire Safety	Electrical	Pest/Vermis Infestation	Drinking Fountains	Restrooms	Sewer	Roofs	Playground/School Grounds	Overall Cleanliness
28	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Admin Bldg	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D	✓	✓	✓	✓
Section 11:	Soap/sanitizer dispensers empty (remedied)														
Library	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D
Section 15:	Unsecured items are stored too high (remedied)														
Media Center Primary	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
MPP	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Grounds	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Exterior/Field areas	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D	✓
Section 14:	Low hanging or broken tree branches pose a safety issue (remedied)														
Student restrooms	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Media Center Elementary	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Kitchen	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
1-3 Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
4-6 Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Marks: ✓ = Good Repair, D = Deficiency, X = Extreme Deficiency, NA = Not Applicable
Rpt 6.2 Part II

October 31, 2017

Mr. Wayne M. Joseph, Superintendent
Chino Valley Unified School District
5130 Riverside Drive
Chino, CA 91710-4130

Dear Mr. Joseph:

California Education Code section 1240 requires that I visit all deciles 1-3 schools (*Williams*-monitored schools currently determined by the 2012 Base Academic Performance Index [API]) identified in our county and report to you the results of my findings on a quarterly basis. This report concerns the visit on **September 8, 2017**, to **Marshall (E.J.) Elementary School**. Let me state at the outset that the visit was a positive, professional experience with a focus by the entire staff on seeking to improve the learning of each student at Marshall (E.J.) Elementary School.

The purpose of my visit as specified in California Education Code section 1240 was to:

1. Determine if students have "sufficient" instructional materials in the four core subject areas (English language arts, mathematics, history/social science, science) and, as appropriate, science laboratory equipment in grades 9-12, foreign languages, and health;
2. Determine if there is any facility condition that "poses an emergency or urgent threat to the health or safety of pupils or staff."

The law further requires that the county superintendent:

1. Determine if each monitored school has provided accurate data for the annual School Accountability Report Card (SARC) related to sufficiency of instructional materials and the safety, cleanliness, and adequacy of school facilities, including "good repair."
2. Annually monitor and review teacher misassignments and teacher vacancies in schools ranked in deciles 1-3 (2012 Base API); and
3. Receive quarterly reports on complaints filed within the school district concerning insufficient instructional materials, teacher vacancies and misassignments, and emergency or urgent facilities issues under the Uniform Complaint Procedures.

Before proceeding with the report, let me define some basic terms. The standards set forth in the law define "sufficient textbooks or instructional materials" as each pupil, including English language learners, has a standards-aligned textbook or instructional materials, or both, to use in class and take home. Education Code requires that school districts remedy insufficiencies of instructional materials in the four core subject areas within two months (eight weeks) of the beginning of the school year. A school facility "emergency or urgent threat" means that a condition poses a threat to the health or safety of pupils or staff. "Good repair" means the school facility is clean, safe, and functional as determined pursuant to the school facility inspection and evaluation instrument developed by the Office of Public School Construction (the Facility Inspection Tool [FIT]) or a local evaluation instrument that meets the same criteria.

In summary, my findings in the four required areas were as follows:

Instructional Materials

No insufficiencies were observed or insufficiencies observed were resolved within two months (eight weeks) of the beginning of the school year.

School Facilities

The following **extreme deficiencies** were observed:

None observed.

The following **good repair deficiencies** were observed:

Section 3. Windows/Doors/Gates/Fences

- Playground: Fencing has holes or is not secured properly (work order #: 90118) (**remedied**)

Section 6. Structural Damage

- Playground: Exterior utility cover is damaged, missing or unsecured (work order #: 90120)
- Playground: Block/brick walls or structures are deteriorating or damaged (work order #: 90120)

Section 11. Restrooms

- Restrooms: Graffiti etched in to restroom fixtures and/or partitions (work order #: 90123)

Section 14. Playgrounds/School Grounds

- Playground: Significant cracks, trip hazards, holes or deterioration (work order #: 90124)
- Playground: Overgrown vegetation poses a trip/safety hazard (work order #: 90121)

Deficiencies that were observed and remediated prior to the end of the visit are reflected in this report and the enclosed Facility Inspection Tool. **Please be sure to include all findings on the appropriate SARC, including all dates of remedial action taken or planned.** Inclusion of this information will be verified during next fiscal year's SARC review process.

SARC

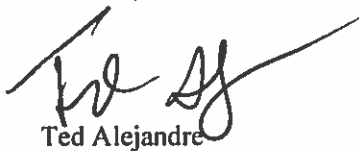
No findings to report. The SARC review for the 2017/2018 fiscal year began October 2, 2017, and will conclude by December 29, 2017. Findings will be included in the second quarterly report.

Teacher Assignment Monitoring

No findings to report. The annual assignment monitoring and review process for the 2017/2018 fiscal year begins November 1, 2017, and concludes by report to the California Commission on Teacher Credentialing on June 30, 2018. The final teacher assignment information will be provided in the fourth quarterly report.

In conclusion, let me assure you that the San Bernardino County Superintendent of Schools is available to support the actions required to address the needs identified during the *Williams* Settlement site visits.

Sincerely,



Ted Alejandre
County Superintendent

Attachment: Facility Inspection Tool

cc: Mrs. Sylvia Orozco, Board President
Mrs. Diana Escalante, Principal
Dr. Grace Park, *Williams* Liaison
Mr. Richard De Nava, SBCSS Assistant Superintendent
Mrs. Barbara Alejandre, SBCSS Chief Intergovernmental Relations Officer
Mrs. Supriya Barrows, SBCSS Legislative Services Manager

School District/County Office of Education Chino Valley Unified School District		County San Bernardino	
School Site Marshall (E.J.) Elementary School		Grade Levels K-6	Nbr of Classrooms 20
Address 12045 Telephone Ave., Chino, CA 91710		Type of Inspection Announced	Decile 3
Inspector's Name and Title Linda Miranda, Special Assistant to the Superintendent		Representative of District Who Accompanied the Evaluator	
Date of Inspection 9/8/2017	Time of Inspection 10:30 am	Weather Condition at Time of Inspection Sunny	

PART II: EVALUATION DETAIL

AREA	Section 1	Section 2	Section 3	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Section 10	Section 11	Section 12	Section 13	Section 14	Section 15
	Gas Leaks	Mech/ HVAC	Windows Gates/ Fences	Interior Surfaces	Hazardous Materials	Structural Damage	Fire Safety	Electrical	Pest/ Vermin Infestation	Drinking Fountains	Restrooms	Sewer	Roofs	Playground /School Grounds	Overall Cleanliness
20	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
21	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
6	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
23	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
25	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
36	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
40	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

PART II: EVALUATION DETAIL

Date of Inspection: 9/8/2017 School Name: Marshall (E.J.) Elementary School

AREA	Section 1	Section 2	Section 3	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Section 10	Section 11	Section 12	Section 13	Section 14	Section 15
	Gas Leaks	Mech/HVAC	Win/Doors/Gates/Fences	Interior Surfaces	Hazardous Materials	Structural Damage	Fire Safety	Electrical	Pest/Vermin Infestation	Drinking Fountains	Restrooms	Sewer	Roofs	Playground/School Grounds	Overall Cleanliness
10	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Office	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Library	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Computer Lab	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
MPR	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Playground	✓	✓	D	✓	✓	D	✓	✓	✓	✓	✓	✓	✓	D	✓
	Section 3: Fencing has holes or is not secured properly (work order #: 90118) (remedied)														
	Section 6: Exterior utility cover is damaged, missing or unsecured (work order #: 90120)														
	Block/brick walls or structures are deteriorating or damaged (work order #: 90120)														
Restrooms	Section 14: Significant cracks, trip hazards, holes or deterioration (work order #: 90124)														
	Overgrown vegetation poses a trip/safety hazard (work order #: 90121)														
Restrooms	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	Section 11: Graffiti etched in to restroom fixtures and/or partitions (work order #: 90123)														

Marks: ✓ = Good Repair, D = Deficiency, X = Extreme Deficiency, NA = Not Applicable

Rpt 6.2 Part II

October 31, 2017

Mr. Wayne M. Joseph, Superintendent
Chino Valley Unified School District
5130 Riverside Drive
Chino, CA 91710-4130

Dear Mr. Joseph:

California Education Code section 1240 requires that I visit all deciles 1-3 schools (*Williams*-monitored schools currently determined by the 2012 Base Academic Performance Index [API]) identified in our county and report to you the results of my findings on a quarterly basis. This report concerns the visit on **September 11, 2017**, to **Ramona Junior High School**. Let me state at the outset that the visit was a positive, professional experience with a focus by the entire staff on seeking to improve the learning of each student at Ramona Junior High School.

The purpose of my visit as specified in California Education Code section 1240 was to:

1. Determine if students have "sufficient" instructional materials in the four core subject areas (English language arts, mathematics, history/social science, science) and, as appropriate, science laboratory equipment in grades 9-12, foreign languages, and health;
2. Determine if there is any facility condition that "poses an emergency or urgent threat to the health or safety of pupils or staff."

The law further requires that the county superintendent:

1. Determine if each monitored school has provided accurate data for the annual School Accountability Report Card (SARC) related to sufficiency of instructional materials and the safety, cleanliness, and adequacy of school facilities, including "good repair."
2. Annually monitor and review teacher misassignments and teacher vacancies in schools ranked in deciles 1-3 (2012 Base API); and
3. Receive quarterly reports on complaints filed within the school district concerning insufficient instructional materials, teacher vacancies and misassignments, and emergency or urgent facilities issues under the Uniform Complaint Procedures.

Before proceeding with the report, let me define some basic terms. The standards set forth in the law define "sufficient textbooks or instructional materials" as each pupil, including English language learners, has a standards-aligned textbook or instructional materials, or both, to use in class and take home. Education Code requires that school districts remedy insufficiencies of instructional materials in the four core subject areas within two months (eight weeks) of the beginning of the school year. A school facility "emergency or urgent threat" means that a condition poses a threat to the health or safety of pupils or staff. "Good repair" means the school facility is clean, safe, and functional as determined pursuant to the school facility inspection and evaluation instrument developed by the Office of Public School Construction (the Facility Inspection Tool [FIT]) or a local evaluation instrument that meets the same criteria.

In summary, my findings in the four required areas were as follows:

Instructional Materials

No insufficiencies were observed or insufficiencies observed were resolved within two months (eight weeks) of the beginning of the school year.

School Facilities

The following **extreme deficiencies** were observed:

None observed.

The following **good repair deficiencies** were observed:

Section 3. Windows/Doors/Gates/Fences

- Playground: Fencing has holes or is not secured properly (work order #: 90169)

Section 10. Drinking fountains

- 17: Classroom sink paper towel dispenser is missing (work order #: 90173)

Section 11. Restrooms

- Restrooms: Graffiti etched in to restroom fixtures and/or partitions (work order #: 90168)

Section 12. Sewer

- Lunch Area: Drain grate is damaged or missing (work order #: 90171)

Section 14. Playgrounds/School Grounds

- Playground: Significant cracks, trip hazards, holes or deterioration (work order #: 90170)

Section 15. Overall Cleanliness

- Lunch Area: Graffiti etched in windows/tiles

Deficiencies that were observed and remediated prior to the end of the visit are reflected in this report and the enclosed Facility Inspection Tool. **Please be sure to include all findings on the appropriate SARC, including all dates of remedial action taken or planned.** Inclusion of this information will be verified during next fiscal year's SARC review process.

SARC

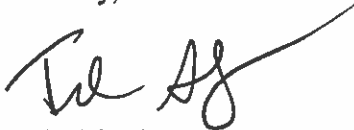
No findings to report. The SARC review for the 2017/2018 fiscal year began October 2, 2017, and will conclude by December 29, 2017. Findings will be included in the second quarterly report.

Teacher Assignment Monitoring

No findings to report. The annual assignment monitoring and review process for the 2017/2018 fiscal year begins November 1, 2017, and concludes by report to the California Commission on Teacher Credentialing on June 30, 2018. The final teacher assignment information will be provided in the fourth quarterly report.

In conclusion, let me assure you that the San Bernardino County Superintendent of Schools is available to support the actions required to address the needs identified during the *Williams* Settlement site visits.

Sincerely,



Ted Alejandre
County Superintendent

Attachment: Facility Inspection Tool

cc: Mrs. Sylvia Orozco, Board President
Mrs. Gabriela Rivas-Lopez, Principal
Dr. Grace Park, *Williams* Liaison
Mr. Richard De Nava, SBCSS Assistant Superintendent
Mrs. Barbara Alejandre, SBCSS Chief Intergovernmental Relations Officer
Mrs. Supriya Barrows, SBCSS Legislative Services Manager

School District/County Office of Education Chino Valley Unified School District		County San Bernardino	
School Site Ramona Junior High School		Grade Levels 7-8	Nbr of Classrooms 49
Address 4575 Walnut Ave, Chino, CA 91710		Type of Inspection Announced	Decile 3
Inspector's Name and Title John Duran, After School Program Specialist		Representative of District Who Accompanied the Evaluator	
Date of Inspection 9/11/2017	Time of Inspection 8:00 am	Weather Condition at Time of Inspection Sunny	

PART II: EVALUATION DETAIL

AREA	Section 1	Section 2	Section 3	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Section 10	Section 11	Section 12	Section 13	Section 14	Section 15
	Gas Leaks	Mech/HVAC	Wtr/Doors Gates/Fences	Interior Surfaces	Hazardous Materials	Structural Damage	Fire Safety	Electrical	Pest/Varmint Infestation	Drinking Fountains	Restrooms	Sewer	Roofs	Playground /School Grounds	Overall Cleanliness
11	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
34	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
28	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
36	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
17	✓	✓	✓	✓	✓	✓	✓	✓	✓	D	✓	✓	✓	✓	✓
16	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
12	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Classroom sink paper towel dispenser is missing (work order #: 90173)

PART II: EVALUATION DETAIL

Date of Inspection: 9/11/2017

School Name: Ramona Junior High School

AREA	Section 1	Section 2	Section 3	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Section 10	Section 11	Section 12	Section 13	Section 14	Section 15
	Gas Leaks	Mech/HVAC	Wnd/Doors/Gates/Fences	Interior Surfaces	Hazardous Materials	Structural Damage	Fire Safety	Electrical	Pest/Verm/Infestation	Drinking Fountains	Restrooms	Sewer	Roofs	Playground/School Grounds	Overall Cleanliness
37	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
3	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
42	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
26	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
39	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
9	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Playground	✓	✓	D	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D	✓
	Section 3: Fencing has holes or is not secured properly (work order #: 90169)														
Library	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	Section 14: Significant cracks, trip hazards, holes or deterioration (work order #: 90170)														
Lunch Area	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D
	Section 12: Drain grate is damaged or missing (work order #: 90171)														
MPR	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	Section 15: Graffiti etched in windows/tiles														
Restrooms	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D	✓
	Section 11: Graffiti etched in to restroom fixtures and/or partitions (work order #: 90168)														
Office/Nurse	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	Section 11: Graffiti etched in to restroom fixtures and/or partitions (work order #: 90168)														
Science lab	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	Section 11: Graffiti etched in to restroom fixtures and/or partitions (work order #: 90168)														

Marks: ✓ = Good Repair, D = Deficiency, X = Extreme Deficiency, NA = Not Applicable
Rpt 6.2 Part II

October 31, 2017

Mr. Wayne M. Joseph, Superintendent
Chino Valley Unified School District
5130 Riverside Drive
Chino, CA 91710-4130

Dear Mr. Joseph:

California Education Code section 1240 requires that I visit all deciles 1-3 schools (*Williams*-monitored schools currently determined by the 2012 Base Academic Performance Index [API]) identified in our county and report to you the results of my findings on a quarterly basis. This report concerns the visit on **September 6, 2017**, to **Walnut Avenue Elementary School**. Let me state at the outset that the visit was a positive, professional experience with a focus by the entire staff on seeking to improve the learning of each student at Walnut Avenue Elementary School.

The purpose of my visit as specified in California Education Code section 1240 was to:

1. Determine if students have "sufficient" instructional materials in the four core subject areas (English language arts, mathematics, history/social science, science) and, as appropriate, science laboratory equipment in grades 9-12, foreign languages, and health;
2. Determine if there is any facility condition that "poses an emergency or urgent threat to the health or safety of pupils or staff."

The law further requires that the county superintendent:

1. Determine if each monitored school has provided accurate data for the annual School Accountability Report Card (SARC) related to sufficiency of instructional materials and the safety, cleanliness, and adequacy of school facilities, including "good repair."
2. Annually monitor and review teacher misassignments and teacher vacancies in schools ranked in deciles 1-3 (2012 Base API); and
3. Receive quarterly reports on complaints filed within the school district concerning insufficient instructional materials, teacher vacancies and misassignments, and emergency or urgent facilities issues under the Uniform Complaint Procedures.

Before proceeding with the report, let me define some basic terms. The standards set forth in the law define "sufficient textbooks or instructional materials" as each pupil, including English language learners, has a standards-aligned textbook or instructional materials, or both, to use in class and take home. Education Code requires that school districts remedy insufficiencies of instructional materials in the four core subject areas within two months (eight weeks) of the beginning of the school year. A school facility "emergency or urgent threat" means that a condition poses a threat to the health or safety of pupils or staff. "Good repair" means the school facility is clean, safe, and functional as determined pursuant to the school facility inspection and evaluation instrument developed by the Office of Public School Construction (the Facility Inspection Tool [FIT]) or a local evaluation instrument that meets the same criteria.

In summary, my findings in the four required areas were as follows:

Instructional Materials

No insufficiencies were observed or insufficiencies observed were resolved within two months (eight weeks) of the beginning of the school year.

School Facilities

The following **extreme deficiencies** were observed:

None observed.

The following **good repair deficiencies** were observed:

None observed.

Deficiencies that were observed and remediated prior to the end of the visit are reflected in this report and the enclosed Facility Inspection Tool. **Please be sure to include all findings on the appropriate SARC, including all dates of remedial action taken or planned.** Inclusion of this information will be verified during next fiscal year's SARC review process.

SARC

No findings to report. The SARC review for the 2017/2018 fiscal year began October 2, 2017, and will conclude by December 29, 2017. Findings will be included in the second quarterly report.

Teacher Assignment Monitoring

No findings to report. The annual assignment monitoring and review process for the 2017/2018 fiscal year begins November 1, 2017, and concludes by report to the California Commission on Teacher Credentialing on June 30, 2018. The final teacher assignment information will be provided in the fourth quarterly report.

In conclusion, let me assure you that the San Bernardino County Superintendent of Schools is available to support the actions required to address the needs identified during the *Williams* Settlement site visits.

Sincerely,



Ted Alejandre
County Superintendent

Attachment: Facility Inspection Tool

cc: Mrs. Sylvia Orozco, Board President
Mrs. Karen Morales, Principal
Dr. Grace Park, *Williams* Liaison
Mr. Richard De Nava, SBCSS Assistant Superintendent
Mrs. Barbara Alejandre, SBCSS Chief Intergovernmental Relations Officer
Mrs. Supriya Barrows, SBCSS Legislative Services Manager

School District/County Office of Education Chino Valley Unified School District		County San Bernardino	
School Site Walnut Avenue Elementary School		Grade Levels K-6	Nbr of Classrooms 26
Address 5550 Walnut Ave, Chino, CA 91709		Type of Inspection Announced	Decile 2
Inspector's Name and Title Linda Miranda, Special Assistant to the Superintendent		Representative of District Who Accompanied the Evaluator	
Date of Inspection 9/6/2017	Time of Inspection 8:45 am	Weather Condition at Time of Inspection Sunny	

PART II: EVALUATION DETAIL

AREA	Section 1	Section 2	Section 3	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Section 10	Section 11	Section 12	Section 13	Section 14	Section 15
	Gas Leaks	Mech/ HVAC	Win/Doors Gable/Fences	Interior Surfaces	Hazardous Materials	Structural Damage	Fire Safety	Electrical	Pest/ Vermin Infestation	Drinking Fountains	Restrooms	Sewer	Roofs	Playground /School Grounds	Overall Cleanliness
2	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
3	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
34	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
40	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
27	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
16	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
12	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

PART II: EVALUATION DETAIL

Date of Inspection: 9/6/2017 School Name: Walnut Avenue Elementary School

AREA	Section 1	Section 2	Section 3	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Section 10	Section 11	Section 12	Section 13	Section 14	Section 15
	Gas Leaks	Mech/HVAC	Win/Doors/Gates/Fences	Interior Surfaces	Hazardous Materials	Structural Damage	Fire Safety	Electrical	Pest/Vermis Infestation	Drinking Fountains	Restrooms	Sewer	Roofs	Playground/School Grounds	Overall Cleanliness
16	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
29	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Office	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Computer Lab	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
MPR	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Restrooms	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Marks: ✓ = Good Repair, D = Deficiency, X = Extreme Deficiency, NA = Not Applicable
Rpt 6.2 Part II

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 14, 2017
TO: Members, Board of Education
FROM: Wayne M. Joseph, Superintendent
PREPARED BY: Grace Park, Ed.D., Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
SUBJECT: SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS WILLIAMS SETTLEMENT 2016/2017 ANNUAL REPORT

=====
BACKGROUND

California Education Code 1240 requires the San Bernardino County Superintendent of Schools staff to regularly monitor and report on the status of all Williams monitored schools in the county (currently decile 1-3 schools based on the 2012 Academic Performance Index) to ensure compliance with the Williams Legislation. The Williams Annual Report for Chino Valley Unified School District as well as countywide findings by supervisorial district based on the 2016/2017 school year visitation findings are being presented for information.

Per Section 1240(c)(2)(B), the annual report shall be submitted to the governing board of each school district, the county board of education, as well as the county board of supervisors at a regularly scheduled meeting held in accordance with public notification requirements.

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 San Bernardino County Superintendent of Schools Williams Settlement 2016/2017 Annual Report.

FISCAL IMPACT

None.

WMJ:GP:rtt

November 14, 2017

Mr. Wayne M. Joseph, Superintendent
Chino Valley Unified School District
5130 Riverside Drive
Chino, CA 91710

RE: Board Agenda Item: Fiscal Year 2016/2017 *Williams* Annual Report

Dear Mr. Joseph:

Per California Education Code section 1240, San Bernardino County Superintendent of Schools (SBCSS) staff continues to regularly monitor and report on the status of all *Williams*-monitored schools in the county (currently Deciles 1-3 schools determined by the 2012 Base Academic Performance Index [API]) to ensure compliance with the *Williams* legislation. Enclosed is a copy of the *Williams* Annual Report for your district as well as countywide findings by supervisorial district based on the 2016/2017 school year visitation and review findings.

Per Section 1240 (c)(2)(E)(i), the annual report shall be submitted to the governing board of each school district, the county board of education, as well as the county board of supervisors at a regularly scheduled November meeting held in accordance with public notification requirements. Please note that the annual report has been submitted to the County Board of Education and the San Bernardino County Board of Supervisors in accordance with this provision. ***Please make sure to include this report as an agenda item for your next regularly scheduled Board meeting.***

County offices are awaiting further direction from the State on how *Williams*-monitored status will be determined based on the new accountability system. Until that time, the California Department of Education has advised us to continue monitoring schools in Deciles 1-3 based on the 2012 Base Academic Performance Index, as specified in statute. My office will continue to keep you apprised of any new developments.

Thank you and your staff for the continued efforts and collaboration in support of this important work.

Sincerely,



Ted Alejandre
County Superintendent

Attachment: Fiscal Year 2016/2017 *Williams* Annual Report

cc: Ms. Sylvia Orozco, Board President
Dr. Grace Park, *Williams* Liaison
Mr. Richard De Nava, SBCSS Assistant Superintendent
Mrs. Barbara Alejandre, SBCSS Chief Intergovernmental Relations Officer
Mrs. Supriya Barrows, SBCSS Legislative Services Manager

Williams Settlement
Fiscal Year 2016/2017
Annual Report
for
Chino Valley Unified
School District

November 2017

San Bernardino County Superintendent of Schools
***Williams* Settlement Monitoring**
Fiscal Year 2016/2017 Annual Report

Preface

The *Williams* Lawsuit Settlement, reached and enacted into law* in August 2004, has set the standard for providing equitable educational opportunities and closing the achievement gap in San Bernardino County and throughout California. *Williams* legislation has provided an opportunity for county and district superintendents to work collaboratively to support and assist underperforming schools to improve student achievement.

The American Civil Liberties Union filed *Williams v. California* in 2000 on behalf of the plaintiffs—nearly 100 students from San Francisco County—as a class action lawsuit against the State of California and its educational agencies. The basis of the lawsuit was that public-school agencies failed to provide public school students with equal access to instructional materials, safe and clean school facilities, and qualified teachers. The issue of equity for disadvantaged and minority students, particularly in large and urban school districts, was the crux of the case.

The settlement covered four key areas:

- **Instructional Materials**—All students, including English learners, must have sufficient access to standards-aligned instructional materials or textbooks in all core subject areas for use in class and at home.
- **Facilities**—All schools must be safe, clean, and in good repair.
- **Teacher Credentialing and Assignment**—All schools must have teachers that are appropriately certificated for their specific teaching assignment, including English Learner Authorization.
- **Public Reporting**—All schools must include information on the sufficiency of instructional materials, repair of school facilities, and teacher misassignments and vacancies in their School Accountability Report Card (SARC). Additionally, all schools must post a notice in each classroom informing parents and guardians of their right to file a Uniform Complaint regarding instructional materials sufficiency, facilities repair, and teacher vacancy or misassignments.

In Fiscal Year 2013/14, the Local Control Funding Formula (LCFF) was implemented and made significant changes to education statute. *Williams* Settlement requirements for all schools remained in effect and were further distinguished as the first of eight state priorities that must be addressed in mandated Local Control Accountability Plans (LCAPs). This means all schools (monitored and those that are not) must continue adhering to *Williams* requirements and all districts must identify and address actions that will be taken each year to achieve and/or correct any deficiencies related to *Williams* compliance in their LCAPs.

The *Williams* legislation also requires county offices to monitor schools ranked in Deciles 1-3 determined by rankings on the state's API reports. Fiscal Year 2016/17 was the fourth year of the fourth cohort (typically a three-year monitoring cycle) based on the 2012 API. One hundred and fifty (150) schools in San Bernardino County were subject to review and received at least one site visit. (Please note that the calculation of the API has been suspended during the development and launch of a new accountability system known as the California School Dashboard.) Education Code still requires county monitoring based on the 2012 Base Academic Performance Index as a new metric has not been determined.

SBCSS reviewers conducted the instructional materials and facilities reviews at all monitored schools within their first four weeks of the 2016/17 school year based on district specific start dates. At the conclusion of the instructional materials monitoring process, there were no insufficiencies, meaning that any shortage identified at the time of visitation was resolved by the eighth week of school as required in statute. Overall, the county review teams found facilities conditions in good repair. Ten (10) emergency or extreme conditions were observed (one (1) of which was remedied prior to the end of the site visit); five (5) were cases where emergency exit signs were not functioning, two (2) of the conditions were instances of non-functional air conditioning systems, one (1) finding where problems existed with the condition of an alarm system, one (1) situation where exposed broken glass was accessible to pupils and staff, and one (1) observance of hazardous chemicals and/or flammable materials that were not stored properly.

The teacher assignment monitoring review identified a total of six (6) *classes* with a teacher without a proper English Learner authorization compared to 4,950 reported for the initial year of review (Fiscal Year 2004/05). The six (6) classes are based on three teachers as the monitoring process includes secondary classroom periods where the same teacher has the potential of being accounted for multiple times. The drastic reduction in the number of classes taught by a teacher without proper authorization since inception of the *Williams* Settlement is testament to the steps districts have taken to ensure that all teachers are authorized in subject matter and authorized to serve students identified as English Learners. Districts have modified their teacher hiring practices and layoff criteria to ensure compliance with the *Williams* legislation.

A separate in-office review was conducted to evaluate each monitored school's School Accountability Report Card (SARC) for accuracy of information reported to the public pertaining to sufficiency of instructional materials and the condition of school facilities based on county monitoring findings. Any inaccuracies observed were communicated and resolved by the conclusion of the review period.

* SB 6 (Alpert), SB 550 (Vasconcellos), AB 1550 (Daucher), AB 2727 (Daucher), AB 3001 (Goldberg), AB 831 (Committee on Education)

**San Bernardino County Superintendent of Schools
Williams Settlement Annual Report by Supervisorial District
Fiscal Year 2016/17**

School District	Total Enrollment	Total Schools	Deciles 1-3	Total "Good Repair" Facility Deficiencies		Outstanding "Good Repair" Facility Deficiencies		Remedied "Good Repair" Facility Deficiencies		Total "Emergency Repair" Facility Deficiencies		Remedied "Emergency Repair" Facility Deficiencies		Outstanding "Emergency Repair" Facility Deficiencies		Instructional Materials Inefficiencies	Teacher Misassignments	Inaccurate School Accountability Report Cards
				Facility Deficiencies	Deficiencies	Facility Deficiencies	Deficiencies	Facility Deficiencies	Deficiencies	Facility Deficiencies	Deficiencies	Facility Deficiencies	Deficiencies					
1st Supervisorial District																		
Adelanto Elementary	10,288	18	7	35	18	17	1	0	0	1	0	0	0	0	0	0	0	0
Apple Valley Unified	14,370	15	2	32	21	11	0	0	0	0	0	0	0	0	0	0	0	0
Hesperia Unified	23,844	31	7	16	7	9	0	0	0	0	0	0	0	0	0	0	0	0
Needles Unified	952	6	3	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0
Snowline Joint Unified	7,648	13	2	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0
Victor Elementary	12,751	18	7	26	14	12	2	0	0	2	0	0	0	0	0	0	0	0
Victor Valley Union High	14,043	11	5	102	74	28	0	0	0	0	0	0	0	0	0	0	0	0
1st Supervisorial District Totals	88,896	112	33	214	185	79	3	0	0	3	0	0	0	0	0	0	0	0
2nd Supervisorial District																		
Cucamonga	2,516	5	1	3	0	3	0	0	0	0	0	0	0	0	0	0	0	0
Fontana Unified	38,014	45	17	102	30	72	0	0	0	0	0	0	0	0	0	0	0	0
2nd Supervisorial District Totals	40,530	50	18	105	30	75	0	0	0	0	0	0	0	0	0	0	0	0
3rd Supervisorial District																		
Barstow Unified	6,154	13	3	41	34	7	1	0	0	1	0	0	0	0	0	0	0	0
Colton Joint Unified	22,774	28	11	93	42	51	0	0	0	0	0	0	0	0	0	0	0	0
Lucerne Valley Unified	2,638	6	3	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0
Morongo Unified	8,466	17	3	14	7	7	0	0	0	0	0	0	0	0	0	0	0	0
Redlands Unified	21,395	28	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
San Bernardino City Unified	53,152	90	43	458	196	262	5	0	0	5	0	0	0	0	0	6	0	0
Yucaipa-Calimesa Joint Unified	9,969	15	2	3	1	2	0	0	0	0	0	0	0	0	0	0	0	0
3rd Supervisorial District Totals	124,548	197	66	610	281	329	6	0	0	6	0	0	0	0	0	6	0	0
4th Supervisorial District																		
Chino Valley Unified	28,886	36	6	32	1	31	0	0	0	0	0	0	0	0	0	0	0	0
Ontario-Montclair	21,665	33	16	28	11	17	1	1	1	0	0	0	0	0	0	0	0	0
4th Supervisorial District Totals	50,551	69	22	60	12	48	1	1	1	0	0	0	0	0	0	0	0	0
5th Supervisorial District																		
Colton Joint Unified*	22,774	28	11	93	42	51	0	0	0	0	0	0	0	0	0	0	0	0
Fontana Unified*	38,014	45	17	102	30	72	0	0	0	0	0	0	0	0	0	0	0	0
Rialto Unified	25,684	30	11	19	4	15	0	0	0	0	0	0	0	0	0	0	0	0
San Bernardino City Unified*	53,152	90	43	458	196	262	5	0	0	5	0	0	0	0	0	6	0	0
5th Supervisorial District Totals	139,624	193	82	672	272	400	5	0	0	5	0	0	0	0	0	6	0	0
County Totals*	325,209	458	150	1,008	462	546	10	1	1	9	0	0	0	0	0	6	0	0

*Table data for school districts that represent more than one Supervisorial District are unduplicated

Refer to Williams Glossary of Terms

**Chino Valley Unified School District
Fiscal Year 2016/2017 Williams Annual Report**

School	Total Enrollment	Decile 1-3 Rank	Total "Good Repair" Facility Deficiencies		Remedied "Good Repair" Facility Deficiencies		Outstanding "Good Repair" Facility Deficiencies		Total "Emergency Repair" Facility Deficiencies		Outstanding "Emergency Repair" Facility Deficiencies		Instructional Materials Insufficiencies	Teacher Misassignments	Inaccurate School Accountability Report Cards
			Total	1-3	Remedied	Outstanding	Total	Outstanding	Remedied	Outstanding					
Borba (Anna A.) Elementary	543	3	0	0	0	0	0	0	0	0	0	0	0	0	0
Chino High	2,071	3	13	0	0	0	13	0	0	0	0	0	0	0	0
Dickson (Doris) Elementary	603	3	8	1	1	7	0	0	0	0	0	0	0	0	0
Marshall (E.J.) Elementary	459	3	5	0	0	5	0	0	0	0	0	0	0	0	0
Ramona Junior High	552	3	4	0	0	4	0	0	0	0	0	0	0	0	0
Walnut Avenue Elementary	682	2	2	0	0	2	0	0	0	0	0	0	0	0	0
Subtotals	4,910		32	1	1	31	0	0	0	0	0	0	0	0	0

Williams Glossary of Terms

Academic Performance Index (API) – A component of the California’s Public Schools Accountability Act of 1999 utilized from 1999-2013, the API measured the academic performance and growth of schools. Simply put, the API was calculated by converting a student’s performance on a statewide assessment into points on the API scale. These points were then averaged across all students and all tests and the result was a school’s API. Calculation of the API has been suspended during the development and launch of the new accountability system known as the California School Dashboard, which has been designed to better measure the State’s educational goals based on a growth model. Currently, the California Department of Education is exploring methods for determining the lowest performing schools which will eventually replace the API for monitoring purposes.

Deciles – Statewide ranking of schools (determined by a school’s Academic Performance Index [API]) rated one through ten (lowest to highest) when compared to schools of the same type. Calculation of the API has been suspended during the development and launch of the new accountability system, known as the California School Dashboard.

Deciles 1-3 Schools – Schools ranked in Deciles 1-3 have the lowest statewide ranking (on a scale of one (1) to ten (10)) based on their APIs when compared to other schools of the same type across the state. The current determinant of statewide rankings is the 2012 Base Academic Performance Index Report. Deciles 1-3 schools are subject to county monitoring for compliance with the *Williams* Settlement requirements.

Emergency Repair – Structures or systems of a facility are in a condition that poses an emergency or urgent threat to the health and safety of pupils or staff.

Good Repair – Good repair is defined to mean that the facility is maintained in a manner that ensures that it is clean, safe, and functional. Good repair status is determined by a school facility inspection and evaluation instrument (known as the *Facilities Inspection Tool* [FIT]) developed by the Office of Public School Construction or a local evaluation instrument that meets the same criteria.

Inaccurate School Accountability Report Card (SARC) – SARCs with outstanding inaccuracies or missing information pertaining to the quality, currency and availability of sufficient textbooks and/or instructional materials and the safety, cleanliness and adequacy of school facilities. These areas are reviewed in accordance with the state’s data definitions and the previous year’s *Williams* visit findings. All California public schools must annually publish SARCs which contain specific information about themselves to the community allowing the public to evaluate and compare schools for student achievement, environment, resources, and demographics.

Instructional Materials Insufficiencies – The number of insufficiencies identified in the four core subject areas (English language arts, mathematics, science, and history-social science) at each school during the *Williams* site visits that were not corrected by the eighth week of school. Sufficient textbooks or instructional materials means, “each pupil, including English Learners, has a standards-aligned textbook or instructional materials, or both, to use in class and to take home.”

Local Control Funding Formula (LCFF) – The new K-12 funding system that is meant to simplify how state funding is provided to local educational agencies (LEAs). LEAs are to receive funding based on the demographic profile of the students they serve and gain greater flexibility to use these funds to improve outcomes of students. Implementation of the formula began in Fiscal Year 2013/14.

Local Control Accountability Plan (LCAP) – Required under the LCFF, the LCAP is a locally developed three-year plan that describes how a local educational agency (LEA) intends to meet annual goals for all pupils, including specific activities to address state and local priorities identified in Education Code. The governing board of each LEA was required to adopt an LCAP on or before July 1, 2014.

Outstanding “Emergency Repair” Facility Deficiencies – The number of facility deficiencies identified as emergency repair issues that were not corrected at the time of completion of the *Williams* site visit.

Outstanding “Good Repair” Facility Deficiencies – The number of facility deficiencies identified as good repair issues that were not corrected at the time of completion of the *Williams* site visit.

Remedied “Emergency Repair” Facility Deficiencies – The number of facility deficiencies identified as emergency repair issues that were corrected prior to the completion of the *Williams* site visit.

Remedied “Good Repair” Facility Deficiencies – The number of facility deficiencies identified as good repair issues that were corrected prior to the completion of the *Williams* site visit.

Teacher Misassignments – The number of classes (with 20 percent or more English Learners) with a teacher identified during the review without a proper English Learners Authorization. *Please note secondary level teachers who are teaching more than one period with 20 percent English Learners may be counted multiple times.*

Total “Emergency Repair” Facility Deficiencies – The total number of facility deficiencies identified as emergency repair issues at the time of the site visit.

Total Enrollment – Total enrollment figures for districts overall and individual schools based on the California Department of Education’s Fiscal Year 2016/17 DataQuest District and School Enrollment Reports.

Total “Good Repair” Facility Deficiencies – The total number of facility deficiencies identified as good repair issues at the time of the site visit.

Total Schools – Total number of schools in each district based on the California Department of Education’s Fiscal Year 2016/17 DataQuest District and School Enrollment Reports.

Williams Settlement – The American Civil Liberties Union filed *Williams v. California* on behalf of the plaintiffs (nearly 100 students from San Francisco County) as a class action lawsuit against the State of California and its educational agencies. The basis of the lawsuit was that public school agencies failed to provide public school students with equal access to instructional materials, safe and clean school facilities, and qualified teachers. The issues of equity for disadvantaged and minority students, particularly in large and urban school districts, were the crux of the case.

The *Williams* Lawsuit Settlement was reached and enacted into law in August 2004. County superintendents must annually review and report on Deciles 1-3 schools (currently based on statewide rankings from the 2012 Base Academic Performance Index) for the following:

- **Instructional Materials**—All students, including English Learners, must have sufficient access to standards-aligned instructional materials or textbooks in all core subject areas for use in class and at home.
- **Facilities**—All schools must be safe, clean, and in good repair.
- **Teacher Credentialing and Assignment**—All schools must have teachers that are appropriately certificated for their specific teaching assignment, including English Learner Authorization.
- **Public Reporting**—All schools must include information on the sufficiency of instructional materials, repair of school facilities, and teacher misassignments and vacancies in their School Accountability Report Card (SARC). Additionally, all schools must post a notice in each classroom informing parents and guardians of their right to file a Uniform Complaint regarding instructional materials sufficiency, facilities repair, and teacher vacancy or misassignments.

Note: All schools, regardless of decile ranking, must adhere to Williams requirements.