

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

BOARD OF EDUCATION AGENDA

June 6, 2019

BOARD OF EDUCATION

James Na, President
Irene Hernandez-Blair, Vice President
Andrew Cruz, Clerk
Christina Gagnier, Member
Joe Schaffer, Member

Alexi Magallanes, Student Representative

SUPERINTENDENT
Norm Enfield, Ed.D.

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

REGULAR MEETING OF THE BOARD OF EDUCATION

5130 Riverside Drive, Chino, CA 91710 5:30 p.m. - Closed Session • 7:00 p.m. - Regular Meeting June 6, 2019

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

OPENING BUSINESS I.

I.A. CALL TO ORDER - 5:30 P.M.

- Roll Call
- 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 54954.5 (c) and 54956.9 (d)(1)): Oxford Preparatory Academy v. Chino Valley Unified School District, et. al. SBC No. CIVDS1710045. (Chidester, Margaret A. & Associates) (5 minutes)
- b. Conference with Real Property Negotiators (Government Code 54956.8): Property: APN #1019-511-06, APN #1019-441-03, APN #1019-441-04 and APN #1019-511-04. Agency negotiator: Terry Tao, Esquire. Under negotiation: Terms and Price. (5 minutes)
- c. Student Readmission Matter (Education Code 35146, 48916 (c)): Case 18/19-11. (5 minutes)
- d. Student Discipline Matter (Education Code 35146, 48918 (c) & (j): Case 18/19-30. (15 minutes)
- e. <u>Public Employee Discipline/Dismissal/Release (Government Code 54957)</u>: (10 minutes)

 f. <u>Conference with Labor Negotiators (Government Code 54957.6)</u>: A.C.T. and CSEA negotiations. Agency designated representatives: Frank Arce, Sandra Chen, Lea Fellows, and Richard Rideout. (30 minutes)
- g. Public Employee Appointment (Government Code 54957): Elementary Principal and Coordinator, Secondary Curriculum. (5 minutes)
- Public Employee Performance Evaluation (Government Code 54957): Superintendent. (15 minutes)

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

- Report Closed Session Action
- 2. Pledge of Allegiance

I.C **PRESENTATION**

1. Julie Gobin Memorial Hit the Greens for Scholarships Check

The proceedings of this meeting are being recorded.

I.D.	COMMENTS FROM EMPLOYEE REPRESENTATIVES		
I.E.	COMMENTS FROM COMMUNITY LIAISONS		
I.F.	COMMENTS FROM THE AUDIENCE ON ITEMS NOT ON THE AGENDA		
I.G.	CHANGES AND DELETIONS		
II.	ACTION		
II.A.	ADMINISTRATION		
II.A.1. Page 8	Appointment of District Representative to the City of Chino Community Services Commission Recommend the Board of Education consider the applicants and appoint one District representative to the City of Chino Community Services Commission for a term to expire June 30, 2020.	MotionSecond Preferential Vote: Vote: YesNo	
II.A.2. Page 9	Resolution 2018/2019-43 Board Compensation for Missed Meeting of May 2, 2019, for Irene Hernandez-Blair Recommend the Board of Education adopt Resolution 2018/2019-43 Board Compensation for Missed Meeting of May 2, 2019, for Irene Hernandez-Blair.	MotionSecond Preferential Vote: Vote: YesNo	
II.B.	BUSINESS SERVICES		
II.B.1. Page 11	Public Hearing Regarding the 2019/2020 Budget	Open Hearing	
	Recommend the Board of Education conduct a public hearing regarding the 2019/2020 budget.	Close Hearing	
II.C.	CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT		
II.C.1. Page 13	Public Hearing Regarding the Local Control and	Open Hearing	
	Accountability Plan Recommend the Board of Education conduct a public hearing regarding the Local Control and Accountability Plan.	Close Hearing	

II.D. FACILITIES, PLANNING, AND OPERATIONS

II.D.1. Final Facilities Memorandum of Understanding Between Chino Valley Unified School District and Allegiance STEAM Academy—Thrive Charter School

Recommend the Board of Education approve the Final Facilities Memorandum of Understanding between Chino Valley Unified School District and Allegiance STEAM Academy—Thrive charter school.

Motion	_Second
Preferentia	l Vote:
Vote: Yes _	No

III.	CONSENT
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Motion_	Second				
Preferential Vote:					
Vote: Ye	sNo				

III.A. ADMINISTRATION

III.A.1. Minutes of the Regular Meeting of May 16, 2019

Page 40 Recommend the Board of Education approve the minutes of the regular meeting of May 16, 2019.

III.A.2. 2019 Senior Scholarship Recipients

Page 47 Recommend the Board of Education approve the 2019 senior scholarship recipients.

III.B. BUSINESS SERVICES

III.B.1. Warrant Register

Page 49 Recommend the Board of Education approve/ratify the warrant register, provided under separate cover.

III.B.2. 2019/2020 Applications to Operate Fundraising Activities and Other

Page 50 Activities for the Benefit of Students

Recommend the Board of Education approve/ratify the 2019/2020 applications to operate fundraising activities and other activities for the benefit of students.

III.B.3. Fundraising Activities

Page 52 Recommend the Board of Education approve/ratify the fundraising activities.

III.B.4. Donations

Page 58 Recommend the Board of Education accept the donations.

III.B.5. Legal Services

Page 60 Recommend the Board of Education approve payment for legal services to the law office of Atkinson, Andelson, Loya, Ruud & Romo.

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

III.C.1. Student Readmission Case 18/19-11

Page 61 Recommend the Board of Education approve student readmission case 18/19-11.

III.C.2. Student Expulsion Case 18/19-30

Page 62 Recommend the Board of Education approve student expulsion case 18/19-30.

III.C.3. School-Sponsored Trips

Page 63 Recommend the Board of Education approve/ratify the school-sponsored trips for Ayala HS and Chino Hills HS.

III.C.4. Resolution 2018/2019-48 to Maintain 175 Days of Instruction for Schools

Page 65 on a Multitrack Year-Round Schedule

Recommend the Board of Education adopt Resolution 2018/2019-48 to Maintain 175 days of instruction for schools on a multitrack year-round schedule.

III.C.5. <u>Secondary District Plan and Renewal Application for the Work</u>

Page 67 **Experience Education Program**

Recommend the Board of Education approve the Secondary District Plan and Renewal Application for the Work Experience Education program.

III.D. FACILITIES, PLANNING, AND OPERATIONS

III.D.1. Purchase Order Register

Page 74 Recommend the Board of Education approve/ratify the purchase order register, provided under separate cover.

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

Page 75 Recommend the Board of Education approve/ratify the Agreements for Contractor/Consultant Services.

III.D.3. Surplus/Obsolete Property

Page 81 Recommend the Board of Education declare the District property surplus/obsolete and authorize staff to sell/dispose of said property.

III.D.4. Resolution 2018/2019-44, 2018/2019-45, 2018/2019-46, and 2018/2019-47,

Page 95 Authorization to Utilize Piggyback Contracts

Recommend the Board of Education adopt Resolution 2018/2019-44, 2018/2019-45, 2018/2019-46, and 2018/2019-47, authorization to utilize piggyback contracts.

III.D.5. Notice of Completion for CUPCCAA Projects

Page 105 Recommend the Board of Education approve the Notice of Completion for CUPCCAA Projects.

III.D.6. Notice of Completion for CUPCCAA Bid 17-18-26I, Former El Rancho ES Page 107 MPR HVAC System Retrofit

Recommend the Board of Education approve the Notice of Completion for CUPCCAA Bid 17-18-26I, Former El Rancho ES MPR HVAC System Retrofit.

III.D.7. Notice of Completion for CUPCCAA Bid 18-19-25I, Glenmeade ES Page 109 Playground Equipment Installation

Recommend the Board of Education approve the Notice of Completion for CUPCCAA Bid 18-19-25I, Glenmeade ES Playground Equipment Installation.

III.D.8. Bid 18-19-41F, Chino HS Site Preparation Phase

Page 111 Recommend the Board of Education award Bid 18-19-41F, Chino HS Site Preparation Phase to the following contractors: Bid Package #1 – Lee & Stires; Bid Package #2 – Valley Pipeline; and Bid Package #3 – RDM Electric.

III.E. HUMAN RESOURCES

III.E.1. <u>Certificated/Classified Personnel Items</u>

Page 112 Recommend the Board of Education approve/ratify the certificated/classified personnel items.

III.E.2. Rejection of Claim

Page 122 Recommend the Board of Education reject the claim and refer it to the District's insurance adjuster.

III.E.3. <u>Affiliation Agreement for Health Fairs/Screenings and Team Sports</u> Page 123 Physical Examination with Western University of Health Services

Recommend the Board of Education approve the affiliation agreement for health fairs/screenings and team sports physical examination with Western University of Health Services.

IV. INFORMATION

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

IV.A.1. Revision of Financial Literacy Course

Page 131 Recommend the Board of Education receive for information the revision of the Financial Literacy course.

IV.A.2. Revision of Exhibit 5131.8 Students—Code of Conduct

Page 139 Recommend the Board of Education receive for information the revision of Exhibit 5131.8 Students—Code of Conduct.

COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

VI. **ADJOURNMENT**

Date posted: May 31, 2019 Prepared 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: June 6, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

SUBJECT: APPOINTMENT OF DISTRICT REPRESENTATIVE TO THE CITY OF

CHINO COMMUNITY SERVICES COMMISSION

BACKGROUND

The Joint Powers Agreement between the City of Chino and the Chino Valley Unified School District calls for the City Council and the Chino Valley Unified School Board of Education to appoint three (3) members each to the Community Services Commission. The Commission also appoints one (1) member-at-large. Each member of the Commission must reside within the Chino city limits and serve a three-year term with staggering appointment dates.

The City of Chino Community Services Commissioner Kevin Cisneros resigned February 21, 2019. Since Mr. Cisneros' seat is appointed by the District, the District is being asked to appoint a commissioner to fill the vacancy for the remainder of the term until June 30, 2020.

The District issued a press release, posted a notice on the District website and numerous times on District social media including Facebook and Twitter seeking applications for representatives to the Community Services Commission from March 29, 2019, to April 29, 2019, with an application deadline of April 29, 2019. As a result, the District received three complete applications from: Robert Martinez, Kimberly Mosley, and Tyra Weis

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

RECOMMENDATION

It is recommended the Board of Education consider the applicants and appoint one District representative to the City of Chino Community Services Commission for a term to expire June 30, 2020.

FISCAL IMPACT

None.

CHINO VALLEY UNIFIED SCHOOL DISTRICT Our Motto:

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DATE: June 6, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D, Superintendent

SUBJECT: RESOLUTION 2018/2019-43 BOARD COMPENSATION FOR MISSED

MEETING OF MAY 2, 2019, FOR IRENE HERNANDEZ-BLAIR

BACKGROUND

Board Bylaw 9250, Remuneration, Reimbursement, Board Development and Other Benefits, authorizes a Board member to receive the monthly compensation as provided for in law. Additionally, Bylaws of the Board Exhibit 9250, Resolution on Board Compensation for Missed Meetings authorizes that a member is entitled to be paid for missed meetings if he/she was absent due to limited circumstances.

This resolution recognizes that Vice President Irene Hernandez-Blair was absent from the May 2, 2019 regular meeting of the Board of Education due to a hardship.

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2018/2019-43 Board Compensation for Missed Meeting of May 2, 2019, for Irene Hernandez-Blair.

FISCAL IMPACT

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N	on	e.

NE:pk

RESOLUTION 2018/2019-43 BOARD COMPENSATION FOR MISSED MEETING OF MAY 2, 2019, FOR IRENE HERNANDEZ-BLAIR

WHEREAS, the Board of Education of the Chino Valley Unified School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120 and Board Bylaw 9250; and

WHEREAS, Education Code 35120 provides that the monthly compensation provided to Board members shall be commensurate with the percentage of meetings attended during the month unless otherwise authorized by Board resolution; and

WHEREAS, Education Code 35120 specifies limited circumstances under which the Board is authorized to compensate a Board member for meetings he/she missed; and

WHEREAS, the Board finds that Irene Hernandez-Blair did not attend the Board meeting on May 2, 2019, for the following reason(s):

I 1 Performance of other designated duties for the District during the time of the

meeting	iso of ourse accignated dates for the Biother daring the time of the
[] Illness or ju	urv dutv
· ·	leemed acceptable by the Board
	THEREFORE BE IT RESOLVED that the Board of the Chino Valley Unified approves full compensation of the Board member for the month of May
	OVED, PASSED, AND ADOPTED this 6 th day of June 2019 at a regular ne following vote:
Cruz Blair Gagnier Na Schaffer	
Attest:	

Andrew Cruz, Clerk

James Na, President

CHINO VALLEY UNIFIED SCHOOL DISTRICT Our Motto:

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DATE: June 6, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services

Liz Pensick, Director, Fiscal Services

SUBJECT: PUBLIC HEARING REGARDING THE 2019/2020 BUDGET

BACKGROUND

The May Revision is the final statutory opportunity for the Governor to update his economic projections prior to the enactment of the State Budget in June. On May 9, 2018, Governor Newsom released his revised "California for All" State Budget for the 2019/2020 fiscal year focusing on building resiliency and preparing for the next economic downturn.

Like his predecessor, Governor Newsom's revised budget proposal emphasizes the need for fiscal prudence by investing more resources into the State's Rainy-Day Fund to fend off the next recession as well as increased investments toward the state's pension obligations. There is also a continued commitment to Brown's signature school funding program, the Local Control Funding Formula (LCFF), with the inclusion of the statutory cost-of-living adjustment.

Governor Newsom also proposes to sustain his significant investment in the state's early childhood education programs, provide additional funding for his Special Education proposal, include additional dollars to assist with the employer share of the California State Teachers' Retirement System unfunded liability, and implement additional charter school transparency measures.

The District's proposed budget for 2019/2020 reflects the Governor's proposed LCFF funding structures included in his May Revision, using the LCFF calculators provided by School Services of California and the San Bernardino County Superintendent of Schools. The proposed budget for 2019/2020 also reflects the actions and services included in the proposed Local Control and Accountability Plan.

Based on the current revenue assumptions and current expenditure plan, the proposed general fund budget for 2019/2020 and two subsequent years will meet the minimum statutory reserve requirement. All other funds are also in balance.

Education Code 52062 requires the Board of Education to conduct a public hearing prior to approving the 2019/2020 budget at its June 20, 2019 meeting. The 2019/2020 budget is being presented under separate cover. A hard copy is available for public inspection in the school district lobby of the Chino Valley Unified School District.

RECOMMENDATION

It is recommended the Board of Education conduct a public hearing regarding the 2019/2020 budget.

WMJ:SHC:LP:wc

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DATE: June 6, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

SUBJECT: PUBLIC HEARING REGARDING THE LOCAL CONTROL AND

ACCOUNTABILITY PLAN

BACKGROUND

The Local Control Funding Formula (LCFF) system requires that each Local Educational Agency (LEA) develop, adopt and annually update a three-year Local Control and Accountability Plan (LCAP) to be implemented commencing July 1, 2014. The LCAP is required to identify goals and measure progress for student subgroups (English learners, low income, and foster youths) across multiple performance indicators.

Pursuant to Education Codes 52060 and 52066, the LCAP describes the District's overall vision for students, annual goals, and specific actions the District will take to achieve its identified vision and goals. Additionally, the LCAP must focus on eight areas identified as state priorities. The plan also demonstrates how the District's budget will help achieve the goals and assess each year how well the strategies in the plan were able to improve outcomes. As such, the District is required to annually update its three-year LCAP, as necessary.

The Board of Education is required to conduct a public hearing prior to approving the LCAP at its June 20, 2019 meeting. Subsequently, the District is required to submit its LCAP to the San Bernardino County Superintendent of Schools. The approved LCAP becomes effective July 1, 2019. The draft 2019/2020 LCAP is provided under separate cover.

RECOMMENDATION

It is recommended the Board of Education conduct a public hearing regarding the Local Control and Accountability Plan.

FISCAL IMPACT

\$41,658,662.00 from General and Restricted Funds.

NE:rtr

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DATE: June 6, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning,

and Operations

SUBJECT: FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

BETWEEN CHINO VALLEY UNIFIED SCHOOL DISTRICT AND ALLEGIANCE STEAM ACADEMY—THRIVE CHARTER

SCHOOL

BACKGROUND

On March 29, 2019, pursuant to the requirements of Education Code section 47614 and its implementing regulations, the District sent Allegiance STEAM Academy-Thrive ("ASA") charter school its Proposition 39 Final Notification of Facilities Offered and Final Facilities Memorandum of Understanding ("MOU") for ASA's use of the former El Rancho school site.

On May 2, 2019, ASA's CEO/Principal Dr. Sebastian Cognetta hand-delivered a letter to the District office. Dr. Cognetta's May 2, 2019 letter stated, "Please be advised that the Charter School intends to occupy the offered space."

On May 23, 2019, the ASA Board of Directors approved the Final Facilities MOU.

On May 23, 2019, ASA CEO/Principal Dr. Sebastian Cognetta signed the Final Facilities MOU.

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

RECOMMENDATION

It is recommended the Board of Education approve the Final Facilities Memorandum of Understanding between Chino Valley Unified School District and Allegiance STEAM Academy-Thrive charter school.

FISCAL IMPACT

Pursuant to the Final Facilities MOU, the District will charge ASA a supervisorial oversight fee at a rate of three percent (3%) of ASA's revenue. Additionally, the District will charge ASA for its utility services costs each month during the one-year term of the Final Facilities MOU.

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING BY AND BETWEEN CHINO VALLEY UNIFIED SCHOOL DISTRICT AND ALLEGIANCE STEAM ACADEMY 2019-2020

THIS FACILITIES MEMORANDUM OF UNDERSTANDING ("Agreement") is made by and between the Chino Valley Unified School District ("CVUSD" or "District"), a public school district organized and existing under the laws of the State of California, and Allegiance STEAM Academy Inc., a California non-profit public benefit corporation (California Secretary of State number C4040794 and federal employer identification number 82-2556226), operating the Allegiance STEAM Academy-Thrive ("ASA") charter school. The District and ASA may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, District owns certain real property and facilities held in trust for the State of California to benefit all public school children residing in District's boundaries;

WHEREAS, ASA is a TK-8th grade charter school conditionally granted by the Chino Valley Unified School District on December 14, 2017 for a term from July 1, 2018 to June 30, 2020:

WHEREAS, on October 31, 2018, ASA submitted to the District a request for school facilities under the provisions of Education Code section 47614 and its implementing regulations as set forth in Title 5 of the California Code of Regulations section 11969.9(a) et seq. (the "Proposition 39 Request") for the 2019-2020 school year;

WHEREAS, on January 31, 2019, pursuant to the requirements of Education Code section 47614 and its implementing regulations, the District offered to provide ASA with facilities sufficient to house ASA's in-District students ("Preliminary Proposal");

WHEREAS, on or before April 1, 2019, pursuant to the requirements of Education Code section 47614 and its implementing regulations, the District sent ASA its Final Notification of Facilities Offered, which provides ASA with facilities sufficient to house ASA's in-District students ("Final Notification");

WHEREAS, the District and ASA enter into this Agreement for ASA's use of facilities (the "Premises") located at 5862 C Street, Chino, California (formerly El Rancho Elementary) for the 2019-2020 school year only; and

WHEREAS, the parties do not intend this Agreement to constitute a lease of real property pursuant to Education Code section 17455 et seq.

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

- NOW, THEREFORE, in consideration of the oversight fee payments and of the covenants and agreements set forth to be kept and performed by ASA, the parties agree as follows:
- 1. Term. The Term of this Agreement ("Term") is for one year, beginning on July 1, 2019 and terminating on the expiration of this Agreement on June 30, 2020, unless earlier terminated in accordance with the terms of this Agreement. The District makes no guarantee or representation that the Premises will be available for any additional term beyond the current Term. The District retains all rights, including the right to move ASA in the future in conformity with the law.
- 2. Use of the Premises. The District agrees to allow ASA use of the Premises during the Term of this Agreement, for the sole purpose of operating ASA's educational program in accordance with ASA's charter petition. The agreed use of the Premises does not extend to any other use than the operation of the charter school including the use of the Premises or the Premises' address by the operators of ASA's affiliates, other non-profits affiliated in any way with ASA, or any other entities.
- A. Exclusive Use. As depicted in Attachment 1 Site Plan, the facilities to be provided by the District to ASA for ASA's exclusive use for the Term include the following:
 - i. Twenty-one (21) classrooms: two (2) classrooms for TK/K students (Rooms 1-3) and nineteen (19) classrooms for first through eighth grade students (Rooms 4-21);
 - ii. Four (4) additional classrooms suitable for an art room, a music room, a drama room, and a special education room (Rooms 36-39);
 - iii. Multipurpose Room ("MPR"), including cafeteria:
 - iv. Science Lab:
 - v. Administrative Office Building, including a nurse station;
 - vi. Additional Space for office use, resource specialist use, speech pathologist use, and psychologist/counseling use;
 - vii. Athletic Fields, Play Area, Asphalt Play Area;
 - viii. Kindergarten Play Area, Kindergarten Asphalt Play Area; Playgrounds;
 - ix. Restrooms (Five (5) boys restrooms, five (5) girls restrooms, one (1) unisex staff restroom, nine (9) single use restrooms);
 - x. Parking lot, Pick-up/Drop-off Area;
 - xi. Storage:

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FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

- xii. Custodial Space;
- xiii. Outside covered lunch area:
- xiv. Two (2) Regulation Basketball Courts with removable volleyball net;
- xv. Locker rooms:
- xvi. Serving kitchen;
- xvii. Staff workroom; and
- xviii. Teachers' lounge.
- B. <u>Use of Facilities for Summer School</u>. If ASA intends to use the Premises to hold a summer program during June, July, or August of 2019 or June of 2020, ASA must provide the District with written notification of such use and the dates the summer program will operate.
- C. Reversion to District. Upon the termination or expiration of this Agreement by its terms, the right to use and occupation of the Premises and the facilities and District equipment thereon, if any, shall revert to the District, unless the Parties mutually negotiate a successor agreement, regarding ASA's continued use of the Premises for ASA's educational program. Upon termination of this Agreement, the District shall recoup the full rights and benefits of its ownership of the Premises, including, but not limited to, possession and use of the Premises for District programs and services.
- D. <u>Civic Center Act</u>. Although ASA shall have primary use of the Premises during its regular school hours, ASA agrees to comply with the provisions of the Civic Center Act (Education Code section 38130 et seq.) in making use of the facilities accessible to members of the community. After 4:00 PM during each week and all day on weekends and holidays, the Premises shall be subject to use by the public pursuant to the Civic Center Act and/or any joint use or recreational program use that has been deemed appropriate by the District. ASA shall direct all individuals requesting Civil Center Act access, joint use, or recreational program use to contact the District to request use of the Premises.
- E. <u>District Use.</u> The District retains all rights to use the remaining facilities of the El Rancho school site that are not allocated to ASA for District programs and/or events.
- F. Third-Party Use. In the event a District-approved third-party uses the Premises, ASA agrees that it will not engage in any conduct which has the purpose or effect of disrupting or undermining the operation of District-approved third-party programs on the Premises.
- G. One Physical Location/Site. Pursuant to Education Code section 47605, a petition for the establishment of a charter school shall identify a single charter school that will operate within the geographic boundaries of a school district. ASA agrees that it will not establish any additional physical locations and/or sites within the District beyond the Premises.

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- H. Full and Complete Satisfaction. ASA agrees that the provision of the Premises pursuant to this Agreement constitutes full and complete satisfaction of the District's obligation to provide facilities, including furnishings and equipment, to ASA under Education Code section 47614 and the Proposition 39 regulations for the Term. ASA agrees that, by accepting the Premises, ASA certifies that the District has fully and completely satisfied the District's obligation to provide facilities, including furnishings and equipment, to ASA under Education Code section 47614 and all Proposition 39 implementing regulations for the Term. ASA waives and forever releases the District regarding any allegation that the District has taken any actions to impede ASA from expanding its enrollment to meet pupil demand for the Term. Furthermore, ASA waives any rights it may have to subsequently object to the District's perceived failure to offer facilities, including furnishings and equipment, in accordance with applicable law and waives any rights it may have to challenge those aspects of the District's offer of facilities, including furnishings and equipment, that ASA believes would violate the substantive or procedural requirements of Proposition 39 and its implementing regulations.
- I. <u>Enrollment</u>. The parties agree that during the Term of this Agreement ASA's enrollment shall be consistent with the enrollment set out at page 28 of ASA's charter petition.
- J. <u>Furnishings and Equipment</u>. The District will provide ASA reasonably equivalent furnishings and equipment as defined by 5 CCR § 11969.2(e) to ASA. All facilities, furnishings, and equipment provided to ASA shall remain the property of the District, shall be used for the sole purpose of operating ASA's educational program, and shall be returned to the District at the end of the Term in the same condition as received. ASA shall be financially responsible for any damage caused by its use of the furnishings and equipment.
 - i. ASA shall develop and maintain an inventory of all reasonably equivalent furnishings and equipment received from the District. ASA shall provide the District with the inventory on September 30, 2019.
 - II. During the Term of this Agreement, ASA shall request repair of furnishings and equipment (including, but not limited to desks, chairs, playground equipment, servers, switches, security alarms, telephones, fixtures, and other technology, security, and telecommunications related hardware) consistent with District policies via the District's "SchoolDude," online work order system.
- K. <u>Utilities</u>. ASA shall be responsible for payment of utility services costs during ASA's use of the Premises during the Term. The District shall secure all necessary utility services (such as water, sewer, power, gas, pest management and insect control, security monitoring/alarm, fire extinguisher maintenance, trash collection and disposal, internet, telephone, cable, etc.) and bill ASA for 100% of all utility costs each month during the Term. ASA shall promptly make payment of the invoice to the "Chino Valley Unified School District" and deliver said payment to the CVUSD Assistant Superintendent of Business Service within thirty (30) calendar days of receipt of such invoice from the District.

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L. <u>Computer Network and Internet Services</u>. The District will provide ASA a reasonably equivalent Computer Network for the El Rancho school site, which includes the

network infrastructure, a firewall, and an operational phone and intercom system, but does not include the District providing any servers to ASA. If ASA accepts the Final Notification of Facilities, ASA agrees it will sign the existing Computer Network Memorandum of Understanding, which defines the District's provision of and ASA's use of the District's computer network at the El Rancho school site, for a new one-year term commencing July 1, 2019.

M. Allocation of Facilities. Pursuant to the requirements of Proposition 39, the allocation of classrooms and space at the Premises to ASA is based upon an assumption of 532.2 in-District ADA for the 2019-2020 school year. In the event that the space allocated to ASA has been "over allocated" in accordance with 5 C.C.R. § 11969.8, ASA shall reimburse the District accordingly. As required under 5 C.C.R. § 11969.9(1), ASA must report actual ADA to the District every time that ASA reports ADA for apportionment purposes. ASA's reports must include in-District and total ADA and in-District and total classroom ADA. ASA must maintain records documenting the data contained in ADA reports. All such records shall be available on request by the District. Additionally, the District may request backup documentation confirming ASA's in-District ADA in a manner that is reasonably acceptable to the District at any time.

3. Fees.

- A. The District shall provide ASA with "substantially rent free" facilities for the Term of this Agreement and shall charge ASA a supervisorial oversight fee at a rate of three percent (3%) of the ASA's revenue pursuant to Education Code section 47613(b).
- B. The District shall invoice ASA for the 3% oversight fee payable under Education Code section 47613 quarterly on September 30, 2019, December 30, 2019, March 31, 2020, and June 30, 2020. Payment from ASA to the District will be due in fifteen (15) calendar days from the date of the invoice.
- C. ASA acknowledges that late payment of the oversight fee to the District will cause the District to incur costs not contemplated by this Agreement, the exact amount of which will be difficult to ascertain. Those costs include, but are not limited to, processing and accounting charges. Accordingly if the District does not receive the oversight fee from ASA by 4:00 PM within ten (10) calendar days after the date the payment is due, ASA shall pay to the District, as additional sums due, a late charge equal to five percent (5%) of the overdue amount. The Parties hereby agree that any late charge assessed to ASA shall represent a fair and reasonable estimate of the costs District will incur by reason of late payment by ASA. Acceptance of late sums by the District shall in no event constitute a waiver of ASA's default with respect to any overdue amount, nor prevent District from exercising any of its other rights and remedies granted hereunder.
- 4. Maintenance. All facilities provided to ASA shall remain the property of the District. The ongoing operations and maintenance of the facilities, as well as "deferred maintenance," shall be the responsibility of the District. Deferred maintenance projects are those that are major in scope and which may involve a public works bid. Deferred maintenance includes the major repair or



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replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and flooring systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. The District shall include ASA's facilities on its deferred maintenance list in the same manner as it would include any other District facilities on the District's deferred maintenance list.

In the event that ASA requests that the District to perform maintenance and repairs, ASA shall submit a request via the District's "SchoolDude," online work order system. The District reserves the right at any time to implement a different process for ASA's submission of maintenance and repair requests.

ASA shall be responsible for all custodial services of facilities allocated to ASA. ASA shall require all custodial services to be performed in a manner equivalent to the custodial services performed at all other District school sites. Should ASA neglect or fail to perform custodial services consistent with current District policy and practice, the District reserves the right to provide custodial services and to charge ASA reasonable costs for such services if ASA fails to cure such failure within fifteen (15) calendar days written notice from the District.

The District shall be responsible for all landscaping and grounds keeping services, unless ASA receives written permission from the District to perform landscaping or grounds keeping. ASA shall not modify or remove any landscaping or trees at the Premises in any manner, unless ASA receives written permission from the District. ASA shall request removal of graffiti and repair of any vandalism at the Premises consistent with District policies as soon as possible, but in no event later than 72 hours after such graffiti and/or vandalism is discovered.

ASA shall be responsible for all costs, coordination, and scheduling of all necessary inspections and payment of all fees required by any municipal or governmental laws, ordinances, rules or regulations regarding ASA's use of the Premises. ASA shall provide a written copy of any such report, proof of inspection or other documentation of any inspection or review to the District within three (3) calendar days of receipt.

- 5. Pest Management. The District shall provide the pest management for the Premises in accordance with District's Integrated Pest Management Program policy and the Healthy Schools Act upon written notice to ASA of its intention to do so, the schedule upon which the pest management service will be provided and the estimated cost of such pest management service. ASA shall pay the reasonable and customary fee or charge for said pest management service, which will be included in ASA's utilities costs. ASA must submit a written request to the District if ASA wants to schedule the pest management service provided by the District. ASA shall provide the District with ASA's Integrated Pest Management Program certificate on or before July 1, 2019.
- 6. Installation of Improvements by ASA. ASA shall have no right to make alterations, additions to the Premises in any way, or to construct or install any improvements (as defined in California Civil Code section 8050(a)) on the Premises or otherwise alter the Premises in any way without the prior written consent of the District, and if required, the Division of the State Architect ("DSA"). ASA shall not paint any part of the Premises without the prior written consent of the

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District. Unless otherwise specified in this Agreement, in each case where prior written consent of the District is required under this section or any other provision of this Agreement, such written consent shall be obtained exclusively from the District's Superintendent or designated representative, and consent obtained from any other source shall be invalid.

- A. <u>Fire and Building Code Standards</u>. Any alterations or construction or installation of improvements by ASA that implicate any fire and buildings code standards for occupancy, special hazards, means of egress, exit doors, illumination, fire doors, self-closing devices, electrical systems, and clearance, and all other applicable fire and building code standards requires prior inspection and written approval by the Chino Valley Fire Department.
- B. <u>District Discretion</u>. The District's approval of any improvements, including the construction schedule and work hours, shall be at the District's sole and absolute discretion, and the District may disapprove of such improvements for any reason.
- C. Contractor Requirements. Contractors retained by ASA with respect to the construction or installation of improvements approved by the District shall be fully licensed and bonded as required by California law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with the District's construction requirements. The construction or installation of improvements approved by the District shall be performed in a sound and workmanlike manner, in compliance with all applicable laws including, but not limited to state and local building codes, fire codes, fingerprinting requirements and prevailing wage laws. The District or the District's agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the Premises and to inspect the work.
- D. <u>Indemnification for Alterations or Installation of Improvements Work</u>. ASA shall indemnify, defend, and hold harmless the District, its directors, officers, and employees or contractors from ASA's violation of applicable federal, state or local statute, ordinance, order, governmental requirement, law or regulation that applies to any work, including, without limitation, any labor laws and/or regulations requiring that persons performing work on any improvements be paid prevailing wages.
- E. Delivery of Instruments and Documents. ASA shall deliver to the District, promptly after ASA's receipt thereof, originals or, if originals are not available, copies of any and all of the following instruments and documents pertaining to any testing, construction, repair or replacement of improvements approved by the District on the Premises: (a) plans and specifications for the subject improvements, (b) test results, physical condition and environmental reports and assessments, inspections, and other due diligence materials related to the subject improvements, (c) permits, licenses, certificates of occupancy, and any and all other governmental approvals issued in connection with the subject improvements, (d) agreements and contracts with architects, engineers, and other design professionals executed with respect to the design of the subject improvements, (e) construction contracts and other agreements with consultants, construction managers, general and other contractors, and equipment suppliers pertaining to the construction, repair or replacement, as the case may be, of the subject improvements, and (f) all

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guaranties and warranties pertaining to the construction, repair or replacement, as the case may be, of the subject improvements.

- F. Liens and Claims. ASA shall not permit any liens or claims to stand against the Premises for labor or material furnished in connection with any work performed by ASA. Upon reasonable and timely notice of any such lien or claim delivered to ASA by the District, ASA may bond and contest the validity and the amount of such lien, but ASA shall immediately pay any judgment rendered, shall pay all proper costs and charges, and shall have the lien or claim released at ASA's sole expense. Additionally, ASA shall not use or operate any improvements until the project is closed-out and certified by the DSA, if applicable, and/or final approval is received from any applicable agency. ASA shall provide written evidence of close-out and certification or approval, in a form reasonably acceptable to the District.
- 7. Signs. ASA shall, at ASA's sole cost, have the right to place one sign to be mounted on an existing building on the Premises stating ASA's charter school name and other pertinent information, a sign indicating the main office of ASA, and other directional signs as appropriate, provided ASA obtains the prior written approval and consent of District. The signage shall not require any improvements or modifications to the Premises in order to erect such signage. ASA's signs shall be in compliance with all District standards and ASA's receipt of any applicable permits and approvals required under any municipal or other governmental laws, ordinances, rules or regulations. Throughout the Term of the Agreement, ASA shall, at its sole cost and expense, maintain all of its signage and all appurtenances in good condition and repair. At the termination of the Agreement, ASA shall remove all signs which it has placed on the Premises, and shall repair any damage caused by the installation or removal of ASA's signs.
- 8. <u>Surrender</u>, Upon the expiration of the Term or earlier termination of this Agreement, ASA shall restore and surrender the Premises and the Furnishings and Equipment to the District, in the same condition as when received, free and clear of any liens or encumbrances. ASA shall be financially liable for any damage or excessive wear and tear to the Premises. No fixtures as defined by California Civil Code section 660 shall be removed by ASA at any time.
- A. If ASA has made any improvements or alterations, whether temporary or permanent in character, all of ASA's improvements or alterations shall, unless otherwise agreed to by the District, be removed and the Premises shall be surrendered to District upon expiration of the Term or earlier termination of this Agreement in the condition existing prior to ASA's alterations or improvements at the expense of ASA.
- B. If ASA has made any alterations or improvements, at least thirty (30) calendar days prior to the last day of the Term, ASA shall, unless otherwise agreed to by the District, provide the District with its plans for removal and restoration, and the District may require modifications to said plans to ensure the premises are restored to substantially the same condition they were in prior to ASA's occupancy at the Premises.
- C. Prior to the last day of the Term, ASA shall, unless otherwise agreed to by the District, remove completely all of ASA's personal property, including moveable ASA furniture,

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ASA trade fixtures and equipment not attached to the Premises, and repair all damage caused by removal.

- D. Any of ASA's personal property not so removed on or before the end of the Term shall be deemed abandoned by ASA and associated costs to store, remove, or dispose of ASA's abandoned property shall be the financial responsibility of ASA. After a period of time and after written notification to ASA, any and all ASA personal property shall, at the option of District, automatically become the property of the District upon the expiration or termination of this Agreement or fifteen (15) business days after written notification to ASA. Thereafter, the District may retain or dispose of ASA's personal property in any manner without any further notice or liability whatsoever to ASA.
- 9. Holding Over. ASA will not be permitted to hold over possession of the Premises after expiration of this Agreement or earlier termination of this Agreement without the express written consent of the District, which consent by the District may withhold in its sole and absolute discretion. Any holdover by ASA shall constitute a breach of this Agreement by ASA entitling District to pursue any and all remedies available at law and in equity, including without limitation consequential damages resulting therefrom. During any holdover period, ASA shall not occupy and use the Premises during the hold over period except to remove ASA's personal property and alterations or improvements as coordinated with the District; provided, however, that these hold over provisions shall not apply to those situations where ASA previously made a timely and legally sufficient request under Proposition 39 regulations for the school year to commence after the last day of the Term of this Agreement, the District made a facilities offer and ASA accepted, and there is a delay in the delivery of the facilities. No payment of money by ASA after termination of this Agreement, or after the giving of notice of termination by the District to ASA shall reinstate, continue or extend the Term.
- 10. Compliance with District Policies. ASA shall comply with all CVUSD Board policies regarding the operations and maintenance of the Premises and the furnishings and equipment provided by the District.
- 11. Security. The Parties acknowledge that the District is responsible for ensuring the security of the Premises through security systems and devices, including, but not limited to, locks, gates, and, at the District's option, a monitored security system. ASA is required at all times to maintain the security of the Premises by the proper use of all such security systems and devices. ASA is strictly prohibited from changing, modifying or installing any locks and keys or padlocks on any classroom doors or exterior gates. Whenever the District programs any new alarm codes, or changes or installs any locks, keys or padlocks, within five (5) calendar days after any new alarm codes, locks or keys have been changed or added, the District shall provide new alarm codes, locks or keys to ASA. Upon expiration or termination of the Term of this Agreement, the District shall rekey all locks at the Premises to the specifications of the District.
- 12. Emergencies. The Chief Executive Officer of ASA and the Superintendent shall immediately inform one another or their designees of any health and/or safety emergency as they relate to the safety of students, staff, and teachers on the Premises. Health and/or safety

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emergencies shall include but not be limited to reports of any serious incident that takes place on the Premises when law enforcement, fire department, or paramedics are involved, including incidents of arson, incidents of physical or sexual abuse, bomb threats, weapons on the Premises, active shooter on the Premises, and the sale of narcotics on the Premises. ASA employees, volunteers, students, and faculty shall cooperate with and participate in any lockdowns, exigent security procedures, and emergency response training, procedures, and protocols required by the District on the Premises. The District will provide ASA with District emergency procedures to be followed on all areas of the Premises.

- 13. School Safety Plan. ASA must develop and submit to the District by September 1, 2019 a School Safety Plan that complies with Education Code sections 32280-32289 and is consistent with the California Department of Education's "Compliance Checklist for a Comprehensive School Safety Plan."
- 14. Condition of Subject Property. The District is not aware of any defect in or condition of the Premises that would prevent ASA's use for ASA's educational purposes. The District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the Premises that calls into question the appropriateness or sufficiency of the Premises for their intended purpose. ASA, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to ASA's use and occupancy of the Premises including, without limitation, those relating to health, safety, noise, environmental protection, zoning compliance and approvals, waste disposal, water and air quality compliance, building codes, fire codes, and environmental laws including asbestos, lead, etc., triggered by ASA's use of the Premises or any alterations, additional, improvements, or modifications to the Premises made by ASA with the District's approval.

ASA shall at all times remain responsible for compliance with the Americans with Disabilities Act ("ADA"), Fair Employment and Housing Act ("FEHA"), other applicable building code standards, and fire code standards that are triggered by any modifications or improvements made by ASA. ASA shall assume responsibility for compliance with ADA and FEHA access laws to the extent of any modifications or improvement made by ASA. Should any modifications or improvements made by ASA change or affect the character of any existing improvements, ASA shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. ASA shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications to the Premises.

ASA shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the District's existing insurance rates or affect any fire or other insurance upon the Premises or any of its contents or cause a cancellation of any insurance policy covering said Premises or any part thereof or any of its contents, nor shall ASA sell or permit to be kept, used, or sold in or about said Premises any articles which may be prohibited by a standard form policy of fire insurance.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Premises due to ASA's use and occupancy thereof, ASA, at its expense, shall be obligated

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to clean all the property affected, including, if applicable, any other affected properties in the vicinity of the Premises, to the satisfaction of the District and any governmental agencies having jurisdiction over the Premises or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If ASA fails to take steps to clean the property(ies) or otherwise fails to comply with any requirements regarding the clean-up, remediation, removal, response, abatement or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, or fails to pay any legal, investigative, and monitoring costs, penalties, fines and disbursements assessed, the District reserves the right to perform the required actions and to take all necessary steps to recoup any and all costs associated therewith from ASA.

ASA shall not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of the District or injure or allow the Premises to be used in any unlawful or objectionable purpose, nor shall ASA cause, maintain, or permit any nuisance as defined by California Civil Code §§ 3479 and 3480 in or about the Premises. ASA shall not commit or suffer to be committed any waste in or upon the Premises.

15. <u>Title to Premises</u>. The Parties acknowledge that title to the Premises is held by the District and shall remain in the District's name at all times.

16. Insurance.

- A. The District shall not be responsible for insuring any of ASA's personal property or persons (including without limitation ASA's students or members of ASA's staff).
- B. The ASA Board of Directors shall ensure that at all times ASA retains appropriate property and liability insurance coverage 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. During the Term of this Agreement, ASA shall obtain and keep in effect liability coverage as follows:
 - I. Property Insurance against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring all of ASA's trade fixtures, furnishings, equipment, and other personal property. The property policy shall include an "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).
 - ii. General Liability Insurance policy in an amount not less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) in total general liability insurance for bodily injury arising out of or connected to ASA's premises and operations.
 - The policy shall include an additional insured endorsement equivalent in scope to ISO form CG 20 10 or CG 20 26 naming the District, its Board, officials, employees, and agents as additional insureds.

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- This policy shall be endorsed with the insurer's waiver of its rights of subrogation against the District.
- Sexual Abuse Insurance policy in the amount not less than two million dollars (\$2,000,000) per occurrence.
- iv. Excess Liability Insurance policy in an amount not less than twenty-five million dollars (\$25,000,000) per occurrence and twenty-five million dollars (\$25,000,000) in the aggregate, in excess of the general liability insurance, automobile liability, sexual abuse liability, workers' compensation, crime liability, employer's liability, cyber liability, fiduciary liability, and errors and omissions insurance.
- v. <u>Directors and Officers</u>, <u>Employment Practices and Fiduciary Liability</u> ASA shall maintain a directors and officers policy in the amount not less than two million dollars (\$2,000,000) per claim and member aggregate, employment practices policy in the amount not less than two million dollars (\$2,000,000) per claim and member aggregate, and fiduciary liability policy in the amount not less than one million dollars (\$1,000,000) per claim and member aggregate.
- vi. Educator's Legal Liability policy in the amount not less than two million dollars (\$2,000,000) per occurrence.
- vii. Workers' Compensation Insurance and Employer's Liability Insurance ASA shall maintain Workers' Compensation Insurance as required by the California Labor Code. ASA must also maintain Employer's Liability Insurance in amounts not less than two million dollars (\$2,000,000) per accident for bodily injury, two million dollars (\$2,000,000) per bodily injury by disease, and two million dollars (\$2,000,000) in the aggregate. The policy shall be endorsed with the insurer's waiver of its rights of subrogation against the District.
- viii. <u>Automobile Liability Insurance</u> policy for all owners, non-owned, borrowed, leased or hired automobiles in an amount not less than two million dollars (\$2,000,000) combined single limit, bodily injury and property damage liability per occurrence, including: blanket contractual, broad form property damage, products/completed operations; and personal injury.
 - Ix. <u>Crime</u> crime insurance policy in an amount not less than one million dollars (\$1,000,000) per occurrence for money and securities, one million dollars (\$1,000,000) per occurrence for forgery or alteration, one million dollars (\$1,000,000) per occurrence for ASA employee dishonesty.
 - x. <u>Law Enforcement Activities Liability</u> ASA shall maintain insurance that covers law enforcement activities liability not less than two million dollars (\$2,000,000) per occurrence.

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- xi. Student and Volunteer Accident ASA shall maintain student accident insurance with limits of fifty thousand dollars (\$50,000) per injury/accident, and volunteer accident insurance with limits of twenty-five thousand dollars (\$25,000) per injury/accident.
- xii. Cyber Liability Insurance policy with limits not less than one million dollars (\$1,000,000) per claim, 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 ASA 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.
- xiii. <u>Endorsement</u> Each policy required above shall be endorsed to establish that coverage is primary and that any insurance or self-insurance held by the District, its officials, employees and agents shall be excess and shall not contribute to it.
- xiv. Provision of Certificates of Insurance Policies No later than five (5) calendar days after execution of this Agreement, ASA will provide the District with a certificate(s) of the above listed insurance policies verifying such insurance and the terms described herein. ASA shall not be allowed to occupy the Premises until it has provided all required insurance documentation.
- xv. Expiration/Cancellation of Insurance Policies ASA shall, at least twenty (20) calendar days prior to the expiration of all such policies, furnish the District with renewals or binders. No such policy shall be cancelable or subject to reduction of coverage or other modification or cancellation except after thirty (30) calendar days prior written notice to the District by the insurer.
- C. ASA shall maintain all of the above insurance based upon coverage for the number of persons employed by ASA. ASA shall provide the District with written notice of the number of employees that ASA's insurance covers and the number of employees employed at ASA quarterly on September 30, 2019, December 30, 2019, March 31, 2020 and May 30, 2020.
- D. The District may, at its discretion, require additional coverage or additional limits based upon the nature of ASA's activities. Any waiver or modification of these insurance requirements can only be made with the prior written approval of the Superintendent or his or her designee.
- E. The aforementioned minimum limits of policies shall in no event in any way limit the liability of ASA hereunder.

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- F. Failure to Obtain Insurance. ASA agrees that if ASA does not take out and maintain all insurance required herein, then the District may (but shall not be required to) procure said insurance on ASA's behalf and charge ASA the premiums and may recover reasonable administrative costs for procuring such insurance. ASA shall have the right to provide such insurance coverage pursuant to blanket policies obtained by ASA, provided such blanket policies expressly afford coverage to the Premises and to the District, as required by this Agreement.
- G. Waiver of Subrogation. The District and ASA each hereby waive any and all rights of recovery against the other or against the officers, employees, agents, and representatives of the other, on account of loss or damage occasioned to such waiving party or its property or the property of others under its control to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which may have in force at the time of such loss or damage. ASA shall, upon obtaining the policies of insurance required under this Agreement, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Agreement.
- 17. <u>Indemnification</u>. ASA is acting on its own behalf in operating in its allocated space of the Premises and is not operating as an agent of the District.
- A. With the exception of any liability, claims, or damages caused by the negligence or willful misconduct of the District, ASA shall ("Indemnifying Party") indemnify, hold harmless and defend, release and protect the District, its affiliates, successors and assigns, and its officers, board members, employees, and agents ("Indemnified Party" or "Indemnified Parties") against and from any and all claims, demands, actions, causes of action, suits, losses, liabilities, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorneys' fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Indemnified Party or Indemnified Parties that may be asserted or claimed by any person, firm, or entity for any injury, death or damage to any person or property occurring in, on or about the Premises arising from, or in connection with (a) ASA's use of the allocated spaces of the Premises including without limitation, the operation of the ASA charter school, or (b) in connection with the operations by ASA at the Premises, including without limiting the generality of the foregoing:
 - Any default by ASA in the observance or performance of any of the terms, covenants, or conditions of this Agreement on ASA's part to be observed or performed;
 - il. The use or occupancy of the allocated spaces of the Premises by ASA of any person claiming by, through or under ASA or ASA's board members, employees, agents, representatives, contractors, licensees, directors, officers, partners, trustees, volunteers, visitors or invitees, successors and/or assigns or any such person in, on or about the Premises either prior to, during, or after the expiration of the Term of this Agreement ("Liability" or "Liabilities"); and



III. Any claim by a third party that the District is responsible for any actions by ASA in connection with any use or occupancy of the Premises or in any way related to this Agreement.

ASA's obligation to defend the District and the other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

- B. With the exception of any liability, claims, or damages caused by the negligence or willful misconduct of ASA, the District shall ("Indemnifying Party") indemnify, hold harmless and defend, release and protect ASA, its affiliates, successors and assigns, and its officers, board members, employees and agents ("Indemnified Party" or "Indemnified Parties") against and from any and all claims, demands, actions, causes of action, suits, losses, liabilities, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorneys' fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Indemnified Party or Indemnified Parties that may be asserted or claimed by any person, firm, or entity for any injury, death or damage to any person or property occurring in, on or about the Premises arising from, or in connection with (a) the District's use of the Premises including without limitation, the operation by District of operations on the Premises, or (b) in connection with the operations by the District at the Premises, including without limiting the generality of the foregoing:
 - Any default by the District in the observance or performance of any of the terms, covenants, or conditions of this Agreement on District's part to be observed or performed;
 - ii. The use or occupancy of the allocated spaces of the Premises by the District or any person claiming by, through or under the District or the District's board members, employees, agents, representatives, contractors, licensees, directors, officers, partners, trustees, volunteers, visitors or invitees, successors and/or assigns or any such person in, on or about the Premises either prior to, during, or after the expiration of the Term of this Agreement (singularly "Liability" or collectively "Liabilities"); and
 - iii. Any claim by a third party that ASA is responsible for any actions by the District in connection with any use or occupancy of the Premises or in any way related to this Agreement.

The District's obligation to defend ASA and the other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

C. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

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18. Damage and Destruction of Facilities.

- A. Partial Damage. If the Premises are damaged by any casualty which is covered by applicable insurance, and ASA still has access to at least sixty percent (60%) of the usable classroom space, then the Premises shall be restored provided insurance proceeds are available to pay for the costs of restoration, and provided such restoration can be completed within one hundred twenty (120) calendar days after the commencement of the work in the opinion of a registered architect or engineer approved by the District. In such event, this Agreement shall continue in full force and effect, except that ASA will be entitled to proportionate reduction of all utility services fees that are impacted while such restoration takes place, such proportionate reduction to be based upon the extent to which the restoration efforts interfere with ASA's use of the Premises. The District shall provide ASA with reasonably equivalent temporary housing on the Premises, or another school site that is near to the Premises for any part of ASA's program that is displaced by the partial damage and/or the repair work of the same.
- B. Total Destruction. If the Premises are totally destroyed (defined as the destruction of more than forty percent (40%) of the usable classroom space), or the Premises cannot be restored as required herein, notwithstanding the availability of insurance proceeds, then the District will provide ASA with another reasonably equivalent school facility, if necessary, sufficient to accommodate ASA's enrollment as soon as possible after the effective date of the damage to minimize any interruption in ASA's educational program. If the District provides ASA with a reasonably equivalent school facility, the District reserves the right to update this Agreement with the different school facility address and allocation of space.
- C. The District shall not be required to repair any injury or damage by fire or other cause, or to make any restoration or replacement of any panels, decorations, partitions, office fixtures, or any other improvements or property installed at the Premises by ASA. ASA may restore or replace same if damaged. ASA shall have no claim against the District for any damage suffered by reason of any repair or restoration.
- 19. <u>Termination</u>. The Agreement will automatically terminate upon the effective date of any termination of ASA's charter by the Chino Valley Unified School District Board of Education for failure to timely satisfy all conditions of the January 15, 2018 First Amended Resolution No. 2017/2018-34 Conditionally Granting Allegiance STEAM Academy Thrive Charter School Petition and all conditions to the January 15, 2018 First Amended Memorandum of Understanding.
- A. <u>Default or Material Breach by ASA</u>. This Agreement will automatically terminate upon commission of a default or material breach of ASA's obligations.
 - A default and material breach of this Agreement includes but is not necessarily limited to the occurrence of one or more of the following events:
 - Any failure by ASA to make payments required to be paid hereunder, where such failure continues for thirty (30) calendar days after written notice by the District to ASA;

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- The abandonment or vacation of the Premises by ASA where such abandonment or vacation of the Premises continues for fifteen (15) calendar days after written notice by the District to ASA;
- 3. A failure by ASA to observe and perform any provision of this Agreement to be observed or performed by ASA, where such failure continues for thirty (30) calendar days after written notice thereof by the District to ASA; unless, however, the nature of the default is such that the same cannot reasonably be cured within said 30-day period. ASA shall not be deemed to be in default if ASA shall within such period commence such cure and thereafter diligently prosecute the same to completion;
- Actions by ASA causing the revocation or non-renewal of ASA's charter by the Chino Valley Unified School District Board of Education;
- 5. The making by ASA of any general assignment or general arrangement for the benefit of creditors; the filing by or against ASA a petition to have ASA adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against ASA, the same is dismissed within sixty (60) calendar days); the appointment of a trustee or receiver to take possession of substantially all of ASA's assets located at the Premises or of ASA's interest in this Agreement, where possession is not restored to ASA within thirty (30) calendar days; or the attachment; execution or other judicial seizure of substantially all of ASA's assets located at the Premises or of ASA's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days;
- 6. The failure by ASA to utilize the Premises for the sole purpose of operating a charter school and for no other purpose as authorized by this Agreement, where such failure shall continue for a period of fifteen (15) calendar days after receipt of written notice thereof by the District to ASA;
- 7. The failure of ASA to limit its use of the Premises to the space allocated to ASA pursuant to this Agreement and in conformity with the District's practices regarding the operations and maintenance of District facilities and furnishings where such failure shall continue for a period of

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> fifteen (15) calendar days after receipt of written notice thereof by the District to ASA;

- 8. The assignment, subletting, or transfer of this Agreement in violation of Section 25 of this Agreement.
- District's Remedies for ASA's Default or Material Breach. If ASA commits any such material default or breach, then the District may, at any time thereafter without limiting the District in the exercise of any right or remedy at law or in equity which the District may have by reason of such default or breach:
 - i. Maintain this Agreement in full force and effect and recover all use payments and other monetary charges as they become due, without terminating ASA's right to possession irrespective of whether ASA has abandoned the Premises.
 - ii. Terminate ASA's right to possession of the Premises by written notice to ASA, in which case this Agreement shall terminate and ASA shall immediately surrender possession of the Premises to the District. In such event the District shall be entitled to recover from ASA all damages incurred by the District by reason of ASA's default.
 - iii. In the event of any default by ASA and if ASA fails to cure the default within the time period specified in this Agreement after receipt of written notice from the District of such default, the District shall have the right, with or without terminating this Agreement, to enter ASA's exclusive use space allocated to ASA and remove all persons and personal property from the space, such property being removed and stored in a public warehouse or elsewhere at ASA's sole cost and expense. No removal by the District of any persons or property in the Premises shall constitute an election to terminate this Agreement. The District's right of entry shall include the right to remodel ASA's exclusive use space and re-let ASA's exclusive use space. Any payments made by ASA or third party to whom the facilities are re-let shall be credited proportionately to the amounts owed by ASA under this Agreement. No entry by the District shall prevent the District from later terminating this Agreement by written notice.
 - iv. If ASA fails to perform any covenant or obligation to be performed within a time period specified by this Agreement after ASA receives written notice of such failure from the District, the District may perform such covenant or obligation at its option, after notice to ASA. In the event of an emergency, the District has the right to perform such activity to mitigate any impact from the emergency. All reasonable costs incurred by the District to perform such covenant or obligation shall be timely reimbursed to the District by ASA after ASA receives an invoice. Any



> performance by the District of ASA's covenants or obligations shall not waive or cure such default. All out-of-pocket, reasonable costs and expenses incurred by the District in collecting payments due, or enforcing obligations of ASA under this Agreement shall be timely paid by ASA to the District after ASA receives an invoice from the District.

- v. The rights and remedies of District set forth herein are not exclusive, and District may exercise any other right or remedy now or later available to it under this Agreement, at law or in equity.
- Default by District. The District shall not be in default unless the District fails to perform obligations required of the District within a reasonable time, but in no event later than thirty (30) calendar days after written notice by ASA to the District specifying wherein the District has failed to perform such obligations; provided however, that if the nature of the District's obligation is such that more than thirty (30) calendar days are required for performance, then the District shall not be in default if the District commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.
- D. ASA's Remedies for District's Default. In the event of default by the District, ASA may pursue any remedies available by law.
- 20. Fingerprinting. ASA shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements required in Education Code section 45125.1 for all ASA employees, contractors, vendors, agents and other individuals ASA allows on the Premises. The District will ensure compliance with all applicable fingerprinting and criminal background investigation requirements for any District employees, contractors, vendors, agents that come to the Premises.
- 21. Access. ASA shall permit District, its agents, representatives or employees, to enter upon the Premises for the purpose of inspecting same or to make repairs, alterations, or additions to any portion of the Premises. The District shall attempt to give reasonable notice where practicable but shall not be obligated to do so in the event of emergency or imminent threat to health or safety of occupants, or if the District's access is for purposes of performing the District's statutory oversight obligations.
- 22. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:



If to the District:

Chino Valley Unified School District 5130 Riverside Drive Chino, CA 91710 Attention: Assistant Superintendent, Business Services

If to ASA:

Allegiance STEAM Academy Charter School 5862 C St. Chino, CA 91710 Attention: Chief Executive Officer

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 23. <u>Compliance with All Laws.</u> ASA shall comply with all requirements of all governmental authorities, in force either now or in the future, affecting the Premises, and shall at all times observe during ASA's use of the Premises all laws, regulations and ordinances of all such authorities, in force either now or in the future, including, without limitation, all applicable federal, state and local laws, regulations, and ordinances pertaining to air and water quality, hazardous material, waste disposal, air emission and other environmental matters.
- A. <u>California Environmental Quality Act</u>. ASA acknowledges that the California Environmental Quality Act ("CEQA") may require the District to undertake certain studies and/or seek certain exemptions with regard to any projects described herein. ASA acknowledges that obtaining CEQA approval for a project may cause delays and/or require that a project be modified or abandoned. ASA waives any claims against the District regarding delays, modifications or abandonment of a project or use due to any inability to meet CEQA requirements.
- B. Hazardous Materials. ASA shall at all times comply with all Environmental Laws relating to industrial hygiene and environmental conditions on, under, or about the Premises, including but not limited to air, soil, and ground water conditions. ASA shall not cause or permit any Hazardous Material to be generated, manufactured, handled, brought onto, used, stored, or disposed of in or about the Premises and any improvements by ASA or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office, classroom and janitorial supplies (which shall be used and stored in strict compliance with Environmental Laws). As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Materials" includes, without limitation, gasoline, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of

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Regulations, Division 4.5, Chapter 11, Article 4, section 66261.30 et seq. (ii) defined as a "hazardous waste" pursuant to section (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. (42 U.S.C. 6903), or (iii) defined as a "hazardous substance" pursuant to section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. (42 U.S.C. 9601). As used herein, the term "Hazardous Materials" shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board, and the California Department of Health Services) which regulates the use, storage, and release or disposal of any Hazardous Material.

- i. Notice. ASA shall promptly notify the District in writing if ASA has or acquires notice or knowledge that any Hazardous Substance has been or is threatened to be, released, discharged, disposed of, transported, or stored on, in, under or from the Premises or School Site in violation of Environmental Laws. ASA shall promptly provide copies to the District of all written assessments, complaints, claims, citations, demands, fines, inquiries, reports, violations, or notices relating to the conditions of the Premises or compliance with Environmental Laws. ASA shall promptly supply the District with copies of all notices, reports, correspondence, and submissions made by ASA to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, and any other local, state, or federal authority that requires submission of any information concerning environmental matters or Hazardous Substances pursuant to Environmental Laws. ASA shall promptly notify the District of any liens threatened or attached against the Premises pursuant to any Environmental Laws.
- ii. Inspection. The District and the District's agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by the District, may (but without the obligation or duty to do so), from time to time, inspect the Premises to determine whether ASA is complying with ASA's obligations set forth in this Section, and to perform environmental inspections and samplings, during regular business hours (except in the event of an emergency) or during such other hours as District and ASA may agree.
- iii. Indemnification. ASA's indemnification and defense obligations in this Agreement shall include any and all claims arising from any breach of ASA's covenants regarding hazardous materials under this Section.

24. Cooperation in Mitigation of Any Traffic Impacts on Neighborhood.

Neighborhood Issues. ASA agrees to reasonably cooperate with the District, the City of Chino, and the representatives of the neighborhood surrounding the Premises to address any and all concerns that may arise concerning ASA's impact on traffic near the Premises, or traffic during student drop-off and pick-up times during the school day, related to operations of

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- ASA. ASA shall monitor traffic conditions surrounding the Premises and proactively take steps to maximize safety and minimize traffic congestion affecting the neighborhood community. ASA shall take continuing action to ensure that all ASA staff, students and all visitors (including parents or guardians) observe all California traffic laws in accessing, parking at or nearby, and exiting the Premises.
- Student Drop-off and Pick-Up. ASA also agrees to take continuing action necessary to ensure that all student drop-off and pick-up activities occur solely in designated areas located on the Premises.
- C. Complaints. The District agrees to promptly forward any complaints or concerns which may be received regarding neighborhood traffic or parking to ASA to allow ASA to respond. ASA shall forward copies of all written comments and complaints received by ASA regarding traffic, parking, or ASA's use of the Premises to the District within five (5) calendar days of receipt. ASA shall, in consultation with the District, timely respond to all comments and complaints, and shall provide copies of responses to all comments and complaints to the District within five (5) calendar days of ASA's response.
- Supervision. It shall be the ongoing responsibility of ASA to make continuing efforts to maintain control and supervision of all of its students, staff, parent volunteers and other invitees at all times, and to implement rules of conduct for all students, staff, parent volunteers and other invitees while on the Premises. ASA shall ensure that its students are adequately supervised at all times during the school day, and during after school hours or weekends when students are participating in ASA's school-related activities.
- 25. Subcontract and Assignment. ASA shall not assign or sublet this Agreement or any rights, benefits, liabilities and obligations hereunder, to any person or business entity without the District's express written consent, which consent shall be granted at the District's sole and absolute discretion and, if granted, may be conditioned or delayed.
- 26. Independent Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.
- 27. Entire Agreement of Parties. This Facilities Memorandum of Understanding, together with its attachments, and the District's March 29, 2019 Final Notification of Facilities Offered constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written, regarding ASA's use of the Premises and/or other District facilities. In the event of a conflict between this Facilities Memorandum of Understanding and ASA's October 16, 2017 charter, this Facilities Memorandum of Understanding shall control. This Facilities Memorandum of Understanding may be amended or modified only by a written instrument executed by both Parties.
- 28. Legal Interpretation. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State



Chino Valley Unified School District's March 29, 2019 Final Notification Of Facilities For The 2019-2020 School Year In Response To The Allegiance STEAM Academy-Thrive Charter School's October 31, 2018 Proposition 39 Facilities Request FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be filed in the Superior Court of San Bernardino County, California. The Parties expressly understand and agree that this Agreement is not intended by the Parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. ASA acknowledges that a non-exclusive license is a valid form of agreement for use of the Premises and shall not contest the validity of the form of this Agreement in any action or proceeding brought by ASA against the District, or by the District against ASA. Should either Party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other Party's failure or refusal to perform or fulfill any of the covenants or conditions of this Agreement on its part to be performed or fulfilled, the parties agree that the legal rules and principles applicable to licenses shall govern any such action or proceedings.

- 29. Waiver. The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 30. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 31. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 32. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.
- 33. Severability. Should any provision of this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.
- 34. Incorporation of Recitals and Attachment. The Recitals and Attachment 1 Site Plan attached hereto are incorporated herein by reference.
- 35. Board Approval. This Agreement shall become effective upon approval by the District's Governing Board followed by approval by ASA's Board of Directors.
- 36. Scanned/Electronic Signatures. This Agreement may be executed and electronically transmitted to any other party by PDF, which PDF shall be deemed to be, and utilized in all respects as, an original, wet-inked document.
- 37. Attorneys' Fees. Each party shall bear its own respective costs, expenses, and attorneys' fees in all matters or litigation concerning this Agreement.

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EXHIBIT B

Chino Valley Unified School District's March 29, 2019 Final Notification Of Facilities For The 2019-2020 School Year In Response To The Allegiance STEAM Academy-Thrive Charter School's October 31, 2018 Proposition 39 Facilities Request FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

Each person below warrants and guarantees that she/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement. This Agreement may be signed in counterparts such that the signatures may appear on the separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF 2019.	f, the Parties hereto have executed this Agreem	ent on
	CHINO VALLEY UNIFIED SCH DISTRICT	OOL
	Ву	
	Dr. Norm Enfield Superintendent	Date
	ALLEGIANCE STEAM ACADE	NY-THRIVE
	Ву	
	Dr. Sebastian Cognetta Chief Executive Officer	Date

EXHIBIT B

Chino Valley Unified School District's March 29, 2019 Final Notification Of Facilities For The 2019-2020 School Year In Response To The Allegrance STEAM Academy-Thrive Charter School's October 31, 2018 Proposition 39 Facilities Request

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

Approved and rati Board of Education	fied on n by the following	_, 2019 by toole:	the Chino	Valley	Unified	School	District
AYES:	-						
NOES:							
Abstentions:							
Dr. Norm Enfield Clerk of the Board	of Education						
Approved and ratif of Directors by the	ied on 5 23 following vote:	_, 2019 by the	Allegiano	e STEA	M Acad	emy Inc	. Board
AYES:	5						
NOES:	0						
Abstentions:	6						
Sebast Name: Title: CE	ion Cogne	Hz					

CHINO VALLEY UNIFIED SCHOOL DISTRICT

REGULAR MEETING OF THE BOARD OF EDUCATION May 16, 2019

MINUTES

I. OPENING BUSINESS

I.A. CALL TO ORDER – 4:35 P.M.

1. Roll Call

President Na called to order the regular meeting of the Board of Education, Thursday, May 16, 2019, at 4:35 p.m. with Blair, Cruz, Gagnier, Schaffer, and Na present.

Administrative Personnel

Norm Enfield, Ed.D., Superintendent Sandra H. Chen, Associate Superintendent, Business Services Grace Park, Ed.D., Associate Superintendent, CIIS Lea Fellows, Assistant Superintendent, CIIS Richard Rideout, Assistant Superintendent, Human Resources Gregory J. Stachura, Assistant Supt., Facilities, Planning, & Operations

2. Public Comment on Closed Session Items None.

3. Closed Session

President Na adjourned to closed session at 4:35 p.m. regarding conference with legal counsel existing and anticipated litigation; conference with real property negotiators; student readmissions; student expulsions; public employee discipline/dismissal/release; conference with labor negotiators: A.C.T. and CSEA negotiations; public employee appointment: elementary principal; and public employee performance evaluation: Superintendent.

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

Report Closed Session Action

President Na reconvened the regular meeting of the Board of Education at 7:00 p.m. with Blair, Cruz, Gagnier, Schaffer, and Na present. Alexi Magallanes was present. The Board met in closed session from 4:35 p.m. to 6:25 p.m. regarding conference with legal counsel existing and anticipated litigation; conference with real property negotiators; student readmissions; student expulsions; public employee discipline/dismissal/release; conference with labor negotiators: A.C.T. and CSEA negotiations; public employee appointment: elementary principal; and public employee

performance evaluation: Superintendent. No action was taken that required public disclosure.

2. Pledge of Allegiance

Art Bennett, Chino Hills City Council, led the Pledge of Allegiance.

I.C PRESENTATION

1. Military Salute

Thirty-four high school seniors were presented with certificates in recognition of their volunteer enlistment in one of the United States armed forces.

President Na called for a recess from 7:19 p.m. to 7:23 p.m.

I.D. COMMENTS FROM STUDENT REPRESENTATIVE

Alexi Magallanes expressed gratitude for the opportunity of serving as student representative on the Board of Education. Alexi was presented with a bouquet of flowers and certificate from the Board. Assemblymember Freddie Rodriguez' office also presented Alexi with a certificate.

I.E. COMMENTS FROM EMPLOYEE REPRESENTATIVES

Brenda Walker, A.C.T. President, congratulated Alexi; announced A.C.T. scholarship winners; announced Sherry Ma as Nurse of the Year, Gail Heisel as Counselor of the Year, Laura Schlerf as Elementary Teacher of the Year; and Paul Bates as Secondary Teacher of the Year. Debbie Wiess, Activities Director, Ayala HS and California Association of Directors of Activities (CADA) representative, announced staff and student awards given this past year by CADA.

Danny Hernandez, CSEA President, recognized the entire warehouse staff as the Unsung Heroes.

Tom Mackessy, CHAMP President, commended students who enlisted in the armed forces; thanked Alexi for the work she did; and thanked employees for their work and service to the District over the years.

I.F. COMMENTS FROM COMMUNITY LIAISONS

Art Bennett, Chino Hills city council, spoke about the recipients who received various awards and commended students who volunteered to join the military; said Los Serranos park is under construction; announced several activities taking place in Chino Hills; and said the city council is looking forward to participating in the Ayala HS and Chino Hills HS graduations.

Melissa Campani and Suzette Dang, Field Representatives from Supervisor Curt Hagman's office, announced a free document shredding event scheduled for June 15, 2019, at the Ontario Police Department parking lot.

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

Darwin and Gaile Ciria addressed the Board regarding bullying at Cal Aero K-8; Karyl Sherman and Mike Cargile addressed the Board regarding the ASL program at Ayala HS; and Lisa Greathouse, Naomi Minogue, and Juan Villalba addressed the Board regarding the prayer lawsuit.

I.H. CHANGES AND DELETIONS

Item III.C.2, Student Expulsion Case 18/19-24, amended expulsion timeframe to two semesters; and Item III.D.3., was pulled from the agenda.

II. ACTION

II.A. ADMINISTRATION

II.A.1. Options to Address Capacity at Cal Aero Preserve Academy K-8

Lissa Fraga, Jessica Schwartz, Elizabeth Donahue, Caroline Fahrenhorst, Jeff Garvin, Juan Chavez, Karen Cadavona, and Sharon Chon addressed the Board. Moved (Cruz) seconded (Na) carried unanimously (5-0) to approve option C: add more portable classrooms, overflow, and build a second school. Student representative voted yes.

II.B. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT

II.B.1. 2019/2020 Student Member on the Board of Education

Moved (Blair) seconded (Schaffer) carried unanimously (5-0) to approve Audrey Ing from Ayala HS as the 2019/2020 Student Member on the Board of Education. Student representative voted yes. President Na administered the oath of office.

II.C. HUMAN RESOURCES

II.C.1. Resolution 2018/2019-39 Classified School Employee Week/Semana de Empleado Clasificado de Escuela

Moved (Gagnier) seconded (Blair) carried unanimously (5-0) to adopt Resolution 2018/2019-39 Classified School Employee Week/Semana de Empleado Clasificado de Escuela. Student representative voted yes.

III. CONSENT

President Na pulled for separate action student expulsion case 18/19-24 from Item III.C.2. Moved (Blair) seconded (Gagnier) carried unanimously (5-0) to approve the remainder of the consent items, as amended. Student representative voted yes.

III.A. ADMINISTRATION

III.A.1. <u>Minutes of the Special Meeting of April 25, 2019, and Regular Meeting of May 2, 2019</u>

Approved the minutes of the special meeting of April 25, 2019, and regular meeting of May 2, 2019.

III.B. BUSINESS SERVICES

III.B.1. Warrant Register

Approved/ratified the warrant register.

III.B.2. <u>2019/2020 Applications to Operate Fundraising Activities and Other</u> Activities for the Benefit of Students

Approved/ratified the 2019/2020 applications to operate fundraising activities and other activities for the benefit of students.

III.B.3. Fundraising Activities

Approved/ratified the fundraising activities.

III.B.4. Donations

Accepted the donations.

III.B.5. Legal Services

Approved payment for legal services to the law office of The Tao Firm.

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

III.C.1. Student Readmission Cases 17/18-29 and 18/19-17

Approved student readmission cases 17/18-29 and 18/19-17.

III.C.2. Student Expulsion Cases 18/19-24, 18/19-25, and 18/19-29

Approved student expulsion cases 18/19-25 and 18/19-29. Moved (Blair) seconded (Gagnier) motion carried (4-1, Gagnier voted no) to approve student expulsion case 18/19-24, as amended.

III.C.3. School-Sponsored Trips

Approved/ratified the school-sponsored trips for Rhodes ES, Ayala HS, Chino Hills HS, and Don Lugo HS.

III.C.4 <u>Advanced Placement English 11 Language and Composition Textbook</u> <u>Adoption</u>

Approved the instructional material for Advanced Placement English 11 Language and Composition textbook adoption: Bedford/Saint Martin's. The Language of Composition. Renee H Shea, Lawrence Scanlon, Robin Dissin Aufses, Megan Harowitz Pankiewicz. 11th Grade. 2018. Replaces: Bedford/St. Martin's. The Bedford Reader. X.J. Kennedy, Dorothy M. Kennedy, Jane E. Aaron, Ellen Kuhl Repetto. 11th Grade. 2006; Pearson. Everyday Use-Rhetoric at Work in Reading and Writing AP. Hephzibah Roskelly, David A. Jolliffe. 11th Grade. 2005.

III.C.5. <u>Integrated Mathematics 1 with Computing and Robotics Textbook</u> <u>Adoption</u>

Approved the instructional material for Integrated Mathematics 1 with Computing and Robotics textbook adoption: UC Davis Center for Integrated Computing and STEM Education (C-STEM). Learning Common Core Mathematics with C/C++ Interpreter CH for Integrated Mathematics 1. Harry H. Cheng. 2016.

III.C.6. New Course: Advanced Placement Research

Approved the new course Advanced Placement Research.

III.C.7. New Course: Integrated Mathematics 1 with Computing and Robotics

Approved the new course Integrated Mathematics 1 with Computing and Robotics.

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. <u>Surplus/Obsolete Property</u>

This item was pulled from the agenda.

III.D.4. Notice of Completion for CUPCCAA Project

Approved the Notice of Completion for CUPCCAA Project.

III.D.5. Resolutions 2018/2019-41 and 2018/2019-42 for Authorization to Utilize Piggyback Contracts

Adopted Resolutions 2018/2019-41 and 2018/2019-42 for authorization to utilize piggyback contracts.

III.D.6. <u>Bid 18-19-40F, Country Springs ES and Rolling Ridge ES Interim Housing</u> Awarded 18-19-40F, Country Springs ES and Rolling Ridge ES Interim

Housing to KemCorp Construction, Inc.

III.D.7. <u>Subcontractor Substitution for Bid 18-19-40F, Country Springs ES and Rolling Ridge ES Interim Housing</u>

Approved the Subcontractor Substitution for Bid 18-19-40F, Country Springs ES and Rolling Ridge ES Interim Housing.

III.D.8. Request for Proposals 18-19-37, Relocation (Moving) Services

Awarded RFP 18-19-37, Relocation (Moving) Services to Beltmann Relocation Group and Corovan Moving & Storage.

III.E. HUMAN RESOURCES

III.E.1. Certificated/Classified Personnel Items

Approved/ratified the certificated/classified personnel items.

III.E.2. Student Teaching and Fieldwork Agreement with Brandman University

Approved the student teaching and fieldwork agreement with Brandman University.

IV. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

Joe Schaffer congratulated Alexi Magallanes for a fantastic year as student representative and wished her luck for the future; congratulated new student representative Audrey Ing; extended thanks to all CSEA members for the work they do; extended personal thanks to all military bound seniors; congratulated A.C.T. scholarship and member award recipients; congratulated warehouse staff for being named CSEA's Unsung Heroes; attended the band showcases at Don Lugo HS on April [sic] 6; attended international day at the Adult School and thanked Principal Carl Hampton and his staff for the renewed energy on the campus; attended Cal Aero's 10-year anniversary; provided Baldy View ROP and Chino Hills Parks and Recreation committee reports; and announced the Chino Hills Concerts in the Park series.

Christina Gagnier made no comment.

Andrew Cruz asked Dr. Enfield to follow-up with the parent who brought concerns to the Board and Ayala HS ASL recruitment concerns; spoke about the suicide prevention program hosted at Chino Hills HS; and commended Alexi Magallanes.

Irene Hernandez-Blair spoke about the prayer lawsuit and said the District will not receive the promised financial assistance from the church because it was contingent on being pursued to the Supreme Court according to the GoFundMe appeal; attended the orchestra festival at Woodcrest JHS; gave a reminder to anyone interested in serving on the CVUSD Committee for the Arts; and said she will miss Alexi and wants to hear about her first year at Stanford University.

Superintendent Enfield commended Alexi and wished her all the best; said he is looking forward to Audrey Ing serving as student representative for the next school year; and recognized departments within the classified unit.

President Na thanked Alexi for her service as student representative; said he encourages kindness to be spread; acknowledged Audrey Ing's parent for supporting her; and thanked CSEA personnel for what they do.

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President Na adjourned the regula	ar meeting of the Board of Education at 9:34 p.m.
James Na, President	Andrew Cruz, Clerk

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

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

DATE: June 6, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Imee Perius, Director of Communications

SUBJECT: 2019 SENIOR SCHOLARSHIP RECIPIENTS

BACKGROUND

At its June 6, 2019 meeting, the Board accepted a donation from School Portraits by Adams Photography, Inc., the host of the District's Tenth Annual Julie Gobin Memorial Hit the Greens for Scholarships golf tournament held on March 4, 2019, where \$28,712.47 was raised. A carryover amount from the 2018 Golf Tournament will allow the District to provide \$1,000.00 each to 27 scholarship winners.

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

The following students were selected to receive the senior scholarships:

School	Superintendent's Award	President's Award	Spirit of Chino Valley Unified School District Award
Ayala HS	Lauren Liu	Brittany Mayse	Madison Moneymaker
	Surbi Dayal	Corrie Dinsley	Shayona Shah
Buena Vista HS	Ivone Gloria Cervantes	Julian Ramos	Matthew Mendoza
Chino HS	Mark Calvario	James Nuci	Marisa Gonzales
	Jeniss Huguez	Eric Chavez	Ingrid Soria

Chino Hills HS	Andrew Chen	Jisok You	Meghan Thompson
	Maya Desai	Kristen Nino	Madison Laurin
Don Lugo HS	Sophie Nguyen	Brissa Gomez	Elizabeth Cazres
	Mariana Pena	Lesley Sierra	Audrey Nunez

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

RECOMMENDATION

It is recommended the Board of Education approve the 2019 senior scholarship recipients.

FISCAL IMPACT

\$28,712.47 to the Golf Tournament District Scholarship Fund.

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

DATE: June 6, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services

Liz Pensick, Director, Fiscal 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

\$9,518,041.80 to all District funding sources.

NE:SHC:LP:wc

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

DATE: June 6, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services

Liz Pensick, Director, Fiscal Services

SUBJECT: 2019/2020 APPLICATIONS 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 2019/2020 applications to operate fundraising activities and other activities for the benefit of students.

FISCAL IMPACT

None.

NE:SHC:LP:wc

2019/2020 AUTHORIZATION TO OPERATE FUNDRAISING ACTIVITIES AND OTHER ACTIVITIES FOR THE BENEFIT OF STUDENTS

School	<u>Organization</u>
Glenmeade ES Oak Ridge ES	PTA PTA
Townsend JHS	Pageantry & Dance Boosters
Ayala HS	Baseball Boosters Boys Waterpolo Boosters Choral Boosters Girls Waterpolo Boosters Grad Night Boosters PTSA Theatre Arts Boosters Track & Field Boosters
Chino HS	C.H.A.P.S.S.
Chino Hills HS	General Boosters
Don Lugo HS Don Lugo HS Don Lugo HS Don Lugo HS	Band Boosters Performing Arts Boosters Spirit Leader Boosters Sports Boosters

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

DATE: June 6, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services

Liz Pensick, Director, Fiscal 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.

NE:SHC:LP:wc

SITE/DEPARTMENT	ACTIVITY/DESCRIPTION	<u>DATE</u>
Glenmeade ES		
PTA	PTA Membership Drive Yearbook Sale T-Shirts/Water Sale Spirit Items Sale After School Juice-It-Up Sale Box Tops for Education After School Snack Sale Back-To-School Night Cupcake Sale	8/9/19 - 5/30/20 8/9/19 - 5/31/20 8/9/19 - 5/31/20 8/9/19 - 6/1/20 8/12/19 - 5/30/20 8/12/19 - 5/31/20 8/12/19 - 6/1/20 8/14/19
Oak Ridge ES		
ASB	After School Thursdays Slushy Sale	7/1/19 - 6/30/20
Briggs K-8		
Athletics Renaissance Athletics ASB - General ASB - General ASB - General	P.E. Clothing Sale Agenda Sale P.E. Lock/Cinch Sack Sale T-Shirt Sale After School Smoothie Sale Off Campus Candy Sale	7/25/19 - 4/1/20 7/25/19 - 4/1/20 7/25/19 - 4/1/20 8/1/19 - 8/23/19 8/12/19 - 5/12/20 10/1/19 - 11/20/19
Cal Aero K-8		
ASB - General ASB - General Athletics Athletics ASB - General	Agenda Sale After School Snack Sale P.E. Clothing Sale P.E. Lock Sale Holiday Boutique	8/10/19 - 5/25/20 8/10/19 - 5/30/20 8/10/19 - 5/30/20 8/10/19 - 5/30/20 12/1/19 - 12/19/19
Canyon Hills JHS		
ASB - General ASB - General ASB - General ASB - General	Velocity/Step It Up Donations Holiday Gram Sale Dance Show Ticket Sale Valentine Gram Sale	8/28/19 - 9/11/19 12/11/19 - 12/18/19 1/13/20 - 1/22/20 2/6/20 - 2/13/20

SITE/DEPARTMENT	ACTIVITY/DESCRIPTION	<u>DATE</u>
Magnolia JHS		
Athletics ASB - General AVID ASB - General ASB - General Travel Club Break A Leg! Club Club Creative ASB - General	P.E. Clothing/Lock Sale Sweatshirt Sale Smencil Sale Tuesdays After School Juice-It-Up Sale Dance Concessions Catalog Sale Donation Drive Chipotle Family Night Out Dance Concessions Off Campus Candy Sale Yogurtland Family Night Out Halloween Gram Sale After School Candy Sale Christmas Card Sale Cookbook Sale Dance Concessions Winter Gram Sale After School Snack Sale Valentine Gram Sale Color Run	8/5/19 - 5/28/20 8/12/19 - 12/12/19 8/12/19 - 4/30/20 8/13/19 - 5/26/20 8/16/19 8/26/19 - 9/16/19 8/26/19 - 4/1/20 9/10/19 9/13/19 9/16/19 - 9/27/19 9/24/19 10/28/19 - 10/31/19 11/4/19 11/22/19 - 12/21/19 12/3/19 - 12/20/19 12/6/19 12/16/19 - 12/19/19 1/5/20 - 4/15/20 2/11/20 - 2/14/20 2/24/20 - 2/27/20
Ramona JHS		
ASB - General ASB - General Athletics ASB - General	Spirit Wear Sale Agenda Sale P.E. Clothing/Lock Sale After School Shaved Ice Sale After School Snack Sale Off Campus Candy Sale Breast Cancer Awareness Ribbon Sale Valentine Gram Sale Autism Awareness Ribbon Sale Promotion Shirt Sale After School Shaved Ice Sale	8/5/19 - 4/28/20 8/5/19 - 5/28/20 8/5/19 - 5/28/20 8/12/19 - 10/20/19 8/12/19 - 5/28/20 9/1/19 - 10/31/19 10/1/19 - 10/31/19 2/11/20 - 2/14/20 4/1/20 - 4/30/20 4/1/20 - 5/28/20
Townsend JHS		
ASB-General	Agenda Sale	8/5/19 - 5/30/20

SITE/DEPARTMENT	ACTIVITY/DESCRIPTION	<u>DATE</u>
Ayala HS		
Girls Waterpolo Boosters Girls Waterpolo Boosters BAC Boosters Cross Country Boosters Athletics Summer Camp Boosters Cross Country Boosters Cross Country Boosters BAC Boosters BAC Boosters BAC Boosters Girls Volleyball Cross Country Boosters BAC Boosters Girls Volleyball Girls Volleyball Girls Volleyball Girls Volleyball Girls Volleyball Girls Volleyball Firs Volleyball BAC Boosters Girls Volleyball FCCLA Football Boosters BAC Boosters FCCLA Ukulele Club Chemistry Club	Banner Sponsorship Drive After School Snack Sale Islands Restaurant Family Night Out Chipotle Family Night Out High School Summer Camps Youth Summer Camps Spirit Pack Donations Roscoe's Famous Deli Spirit Day Penny War/Coin Donation Junk In Your Trunk Recycling Event Woodstone Pizza Spirit Day Spirit Wear Sale Chino Hills Pizza Company Spirit Day Panda Express Family Night Out Spike-A-Thon Applebee's Flapjack Breakfast Home Tournaments Snack Bar Home Tournaments Ticket Sale Home Games Snack Bar Before School Krispy Kreme Donut Sale Yogurtland Spirit Day Cookbook Sale Golf Tournament In-N-Out Family Night Out After School Snack Sale Valentine Gram Sale Chipotle Family Night Out	6/7/19 - 3/30/20 6/7/19 - 3/30/20 6/12/19 6/18/19 7/1/19 - 7/15/19 7/1/19 - 7/15/19 7/1/19 - 12/1/19 7/8/19 7/22/19 - 7/26/19 7/22/19 - 7/26/19 7/24/19 8/1/19 - 10/20/19 8/8/19 8/13/19 8/16/19 - 8/17/19 8/20/19 - 10/30/19 8/20/19 - 10/30/19 8/20/19 - 10/30/19 8/26/19 - 9/30/19 9/9/19 10/1/19 - 10/22/19 10/14/19 11/4/19 12/3/19 - 12/12/19 2/14/20 4/7/20
Chino HS		
Girls Basketball Boosters Cross Country Boosters Tennis Boosters Girls Waterpolo Boosters Baseball Boosters Cowboy Huddle Club Football Boosters Band & Auxiliary Boosters Basketball Boosters Pep Squad Boosters	Off Campus Candy Sale Jog-A-Thon Tennis Summer Camp Girls Waterpolo Summer Camp Baseball Tournaments Fireworks Booth Football Summer Camp Fireworks Booth Fireworks Booth Fireworks Booth	6/10/19 - 6/24/19 6/21/19 6/24/19 - 7/18/19 6/24/19 - 7/26/19 6/28/19 - 7/30/19 6/30/19 - 7/4/19 7/1/19 - 7/4/19 7/1/19 - 7/4/19 7/1/19 - 7/4/19

SITE/DEPARTMENT	ACTIVITY/DESCRIPTION	<u>DATE</u>
Chino HS (cont.)		
Band & Auxiliary Boosters Band & Auxiliary Boosters Band & Auxiliary Boosters Band & Auxiliary Boosters	Sponsorship Drive - eTeamSponsor Golf Summer Camp Track & Field Summer Camp Football Program Sale Pizza Pirates Family Spirit Day After School Snack Sale Reusable Bag Sale Cannataro's Restaurant Family Night Out Spirit Apparel Sale After School Bundt Cake Sale Madrigal's Tacos Family Nights Out Parking Pass Sale Casa Sanchez Restaurant Family Night Out Off Campus See's Candy Sale Titan Burgers Chino Family Night Out IHOP Spirit Day Off Campus See's Candy Sale Super Chili Burger Spirit Day	7/1/19 - 7/4/19 7/1/19 - 7/18/19 7/1/19 - 12/31/19 7/1/19 - 6/1/20 7/8/19 - 7/17/19 7/9/19 - 7/18/19 7/9/19 - 7/20/19 8/1/19 - 11/30/19 8/8/19 8/19/19 - 5/21/20 9/4/19 - 9/28/19 9/6/19 - 11/18/19 9/6/19 - 11/18/19 9/6/19 - 11/18/19 9/6/19 - 11/18/19 9/6/19 - 11/18/19 10/10/19 11/1/19 - 12/1/19 1/14/20 2/11/20 3/5/20 - 3/27/20 3/12/20 4/9/20
Chino Hills HS		
AVID	Off Campus Candy Sale	9/3/19 - 9/30/19
Don Lugo HS		
ASB ASB Renaissance Leadership ASB Renaissance Robotics French Club Renaissance AP Club	Donation Drive Banner Advertisement Sale After School Ice Cream Sale Wednesdays After School Juice-It-Up Sale Marquee Announcement Sale Donation Drive Thursdays After School Dippin Dots Sale After School French Café Carl's Jr. Coupon Book Sale Off Campus Candy Sale	7/1/19 - 6/30/20 8/1/19 - 6/30/20 8/1/19 - 6/30/20 8/1/19 - 6/30/20 8/1/19 - 6/30/20 8/12/19 - 6/30/20 8/15/19 - 5/28/20 8/16/19 - 5/22/20 8/19/29 - 8/30/19 9/2/19 - 9/13/19

SITE/DEPARTMENT	ACTIVITY/DESCRIPTION	<u>DATE</u>
Don Lugo HS (cont.)		
Leadership	Applebee's Pancake Breakfast	9/7/19
We Remember Club	Catalog Sale	10/7/19 - 10/18/19
Renaissance	Reusable Mixed Bag Sale	10/21/19 - 11/1/19
Robotics	Hex Bug Robotics Kit Sale	10/25/19 - 11/8/19
Robotics	VEX Robotics Competition	10/26/19
AP Club	Off Campus Candy Sale	1/6/20 - 1/14/20
Robotics	VEX Robotics Competition	1/25/20
Renaissance	Off Campus See's Candy Sale	1/27/20 - 2/3/20
Renaissance	Color Run	4/18/20

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

DATE: June 6, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services

Liz Pensick, Director, Fiscal 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.

NE:SHC:LP:wc

DEPARTMENT/SITE DONOR	ITEM DONATED	APPROXIMATE VALUE
Dickson ES		
Box Tops for Education	Cash	\$97.00
Wickman ES		
PTO	Cash	\$11,941.00
Don Lugo HS		
Jessica Holbrook	Cash	\$20.00
Raymundo Chavez	Cash	\$25.00
Temple Scott	Cash	\$35.00
Kelli Cooper	Cash	\$40.00
Kaye Katsis	Cash	\$50.00
Alexandra Reuter	Cash	\$66.00
Irene Hensley & Patricia Partida	Cash	\$80.00
Patricia Vizcaino	Cash	\$80.00
Robert Grebel	Cash	\$84.00
Greg Allen Gano	Cash	\$98.00
Bessie Davis	Cash	\$100.00
Regal Packaging, Inc.	Cash	\$100.00
Kimberly Cabrera	Cash	\$105.00
Dan & Kelli Cooper	Cash	\$119.00
Bragg Companies	Cash	\$250.00
Heidi Gilbert & Cara Wagoner	Cash	\$250.00
Arlene Veliz	Cash	\$250.00
Michael & Connie Weeks	Cash	\$500.00

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

DATE: June 6, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services

Liz Pensick, Director, Fiscal Services

SUBJECT: LEGAL SERVICES

BACKGROUND

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

FIRM	MONTH	INVOICE AMOUNTS	2018/2019 YEAR-TO-DATE
Atkinson, Andelson, Loya, Ruud & Romo	April 2019	\$11,246.06	\$ 159,790.41
Fagen Friedman & Fulfrost LLP	=	-	\$ 11,009.63
Margaret A. Chidester & Associates	=	-	\$ 922,695.19
The Tao Firm	=	-	\$ 40,157.50
	Total	\$11,246.06	\$1,133,652.73

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 Atkinson, Andelson, Loya, Ruud & Romo.

FISCAL IMPACT

\$11,246.06 to the General Fund.

NE:SHC:LP:wc

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

DATE: June 6, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction,

Innovation, and Support

Stephanie Johnson, Director, Student Support Services

SUBJECT: STUDENT READMISSION CASE 18/19-11

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

RECOMMENDATION

It is recommended the Board of Education approve student readmission case 18/19-11.

FISCAL IMPACT

None.

NF:LF:SJ:ss

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DATE: June 6, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Lea Fellows. Assistant Superintendent, Curriculum, Instruction.

Innovation, and Support

Stephanie Johnson, Director, Student Support Services

SUBJECT: STUDENT EXPULSION CASE 18/19-30

BACKGROUND

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

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

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

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

RECOMMENDATION

Based upon the recommendation of the Expulsion Hearing Administrative Panel, it is recommended the Board of Education approve student expulsion case 18/19-30.

FISCAL IMPACT

None.

NE:LF:SJ:ss

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DATE: June 6, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Lea Fellows, 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: Yearbooks at the Beach Camp Place: Long Beach, CA Chaperone: 8 students/1 chaperone	July 27-31, 2019	Cost: \$630.00 per student Funding Source: Yearbook ads and fundraising
Site: Chino Hills HS Event: Swim and Dive Team - California Interscholastic Federation State Swimming and Diving Championships Place: Fresno, CA Chaperone: 8 students/2 chaperones	May 9-10, 2019	Cost: \$250.00 per student Funding Source: Athletics

Site: Chino Hills HS Event: Spiritleaders - National Cheerleaders Association Cheer Camp	August 2-5, 2019	Cost: \$350.00 per student Funding Source: Parents and
Place: San Diego, CA		fundraising
Chaperone: 37 students/3 chaperones		

FISCAL IMPACT

None.

NE:LF:rtr

Chino Valley Unified School District Our Motto:

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

DATE: June 6, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction,

Innovation, and Support

SUBJECT: RESOLUTION 2018/2019-48 TO MAINTAIN 175 DAYS OF

INSTRUCTION FOR SCHOOLS ON A MULTITRACK YEAR-

ROUND SCHEDULE

BACKGROUND

Cal Aero K-8 continues to operate on a year-round schedule due to the consistent growth in the Preserve area. Each year-round school shall offer a minimum of 175 days of instruction per school year, until it equals or exceeds the local control funding formula target established for it pursuant to Education Code 42238.02, at which time each school shall offer 180 days or more of instruction per school year.

Given the limited facility, class sizes, and projected number of students enrolled at the school site, Cal Aero K-8 cannot maintain the same number of instructional days provided by District schools on a traditional calendar. As such, to meet the minimum requirements pursuant to Education Code, Cal Aero K-8 will maintain 175 days of instruction per school year and offer the number of annual instructional minutes that is not less than that of schools of the same grade levels utilizing the traditional school calendar.

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2018/2019-48 to Maintain 175 days of instruction for schools on a multitrack year-round schedule.

FISCAL IMPACT

None.

NE:LF:rtr

Chino Valley Unified School District Resolution 2018/2019-48 To Maintain 175 Days of Instruction For Schools on a Multitrack Year-Round Schedule

WHEREAS, the Board of Education has certified that the number of annual instructional minutes for Cal Aero K-8 is not less than that of schools of the same grade levels utilizing the traditional school calendar;

WHEREAS, any school that operates on a multitrack schedule shall be deemed in compliance with requirements if it offers a minimum of 163 instructional days per school year;

WHEREAS, it is not possible to maintain a multitrack schedule with the same number of instructional days provided by District schools on a traditional calendar given the limited facility, class sizes, and projected number of students enrolled at the school site.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 6th day of June 2019 by the following vote:

Blair

Cruz Gagnier Na Schaffer	
Board of Education of the Resolution	eld, Ed.D., Secretary of the Chino Valley Unified School District do hereby certify that the foregoing is a full, true, and correct copy bassed and adopted by said Board at a regularly scheduled and held on said date, which Resolution is on file in the office of said
	Norm Enfield, Ed.D., Superintendent Secretary, Board of Education

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

DATE: June 6, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Grace Park, Ed.D., Associate Superintendent, Curriculum,

Instruction, Innovation, and Support

Julian A. Rodriguez, Ed.D., Director, Secondary Curriculum and

Instruction

SUBJECT: SECONDARY DISTRICT PLAN AND RENEWAL APPLICATION

FOR THE WORK EXPERIENCE EDUCATION PROGRAM

BACKGROUND

The Work Experience Education (WEE) program is a course of study which may be established by the governing board of any school district or other specified Local Educational Agency (LEA) in accordance with the provisions of the California Education Code Section 51760 and the California Code of Regulations, Title 5, Section 10071.

Each LEA that elects to conduct a WEE program must submit a plan to the California Department of Education for approval. The operational plan of the WEE program combines an on-the-job component with related classroom instruction designed to maximize the value of on-the-job experience. The program includes both paid and non-paid experience which link the academic core curriculum with the world of work. The overall purpose is to promote students' school-to-career transition. This application for a three-year renewal includes an updated WEE program plan that includes Exploratory WEE and Career Technical Education WEE. Additionally, the updated plan includes the collection of data for the new career measures collected for the College/Career Indicator.

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

RECOMMENDATION

It is recommended the Board of Education approve the Secondary District Plan and Renewal Application for the Work Experience Education program.

FISCAL IMPACT

None.

California Department of Education

Secondary District Plan and Application for the Work Experience Education (WEE) Program

(Per EC 51775, a review of the secondary district plan must be reviewed every three years.)

Chino Valley Unified School District	San Bernardino	
Local Educational Agency (LEA) / District /	County	
School		
5130 Riverside Drive	Chino	91710
Street Address	City	Zip Code

Place an "X" in the appropriate box (es) to identify the conditions under which WEE will operate.

	Exploratory WEE	General WEE	Career Technical WEE
Regular School	X	X	x
Summer School	X	X	X

In addition to complying with appropriate federal and state laws, California Labor Code, California Education Code, and California Code of Regulations, Title 5, the LEA agrees to the following assurances:

- 1. **District Plan:** The Secondary District Plan for Work Experience Education (WEE), after Board approval, will be submitted to the Department of Education. (Education Code section 51762 and CCR, Title 5 section 10070)
- 2. **Responsibility for District Plan:** The WEE teacher-coordinator shall implement and/or comply with the assurances contained herein. The school district administration is responsible for those assurances outside the requirements of the WEE teacher-coordinator. (e.g. Assurances 14, 15, 17, and 18)
- Credential: The WEE teacher-coordinator shall possess a valid secondary-level credential, and work permit preparation certification, have two years of occupational experience outside the field of education, and have knowledge of the educational purposes, standards, laws, and regulations regarding WEE. (Education Code section 51762 and CCR, Tittle 5 section 10075)
- 4. **Enrollment in WEE:** The WEE teacher-coordinator approves students for enrollment in WEE. (Education Code section 51760)
 - a. At the time of enrollment, students are at least 16 years of age. (Education Code section 51760.3(a))

Exceptions:

- Students in grade 11 or higher. (Education Code section 51760.3)
- Students enrolled in Exploratory WEE (EWEE) may be less than 16 years of age and in the middle school. (CCR, Title 5 section 10071 (c))
- Principal may certify exemption. (Education Code section 51760.3)
- WEE may be identified on the Individualized Education Program (IEP). (Education Code section 51760.3)
- The pupil is at least 14 years of age and the principal in the school in which the pupil is enrolled certifies that it is necessary for the pupil's participation in a career technical education program. (Education Code section 51760.3)
- 5. **Minimum Day:** The minimum day for students is four periods totaling at least 180 minutes in duration (including WEE). (Education Code section 46144) Exceptions:
 - Continuation high school students. (Education Code section 46145)
 - Graduating WEE students in the last semester of their senior year. (Education Code section 46147)
- 6. **Pupil/Teacher-Coordinator Ratio:** The pupil/teacher-coordinator ratio in WEE does not exceed 125 pupils per one full-time equivalent certificated WEE teacher-coordinator. Only duties and time directly related to the operation of WEE are considered when determining the pupil/teacher-coordinator ratio. (Education Code section 46300(b))

Exceptions:

- Ratio may be waived by the State Board of Education. (Education Code section 46300 (b))
- 7. **Related Classroom Instruction:** The WEE teacher-coordinator is responsible for preparing and conducting related classroom instruction. (Education Code sections 51760 and 51762.5(b), and CCR, Title 5 section 10073)
 - a. Related classroom instruction or guidance for each semester and type of WEE is conducted by the WEE teacher-coordinator a minimum equivalent of one instructional period per week offered in sessions scheduled intermittently throughout the semester. (Education Code section 51760.3(b))
- 8. **Course Description:** The WEE course description, with major units of instruction for each semester and for each type of WEE offered is attached in the enclosed course description with units of instruction per semester. (CCR, Title 5 section 10073)
- 9. **Work Sites:** The WEE teacher-coordinator identifies, selects, and/or approves work sites. (Education Code section 51762.5(a) and CCR, Title 5 section 10072)
 - a. A minimum of two on-site contacts per semester with a work site supervisor at each work site and minimum of one on-site contact during the summer school session is mandated for completion by the WEE teacher-coordinator. (CCR, Title 5 section 10074)

10. **Student Training Agreement:** A written formal training agreement identifying the responsibilities of the school district, employer, parent/guardian, and student is developed for each WEE student and is attached in the enclosed copy of Student Training Agreement. (Education Code section 51762.5 and CCR, Title 5 section 10071)

The following are found on the Student Training Agreement:

- a. Student objectives to be accomplished at the work site. (CCR, Title 5 section 10071)
- b. The work site offers a reasonable probability of continuous employment for the student during the period for which the student is enrolled in WEE. (Education Code sections 51760 and 51762.5)
- c. The employer has adequate equipment, materials, and other facilities to provide appropriate learning opportunities. (Education Code section 51760, and CCR, Title 5 section 10072)
- d. Work conditions will not endanger the health, safety, welfare, or morals of the student. (Education Code sections 49116 and 51762, and CCR, Title 5 section 10072)
- e. The employer provides adequate adult supervision to ensure that:
 - (1) The Exploratory WEE student is provided opportunities to observe and sample a variety of conditions of work to ascertain his/her interests and suitability for occupations being explored.
 - (2) The General WEE student is provided opportunities to gain occupational skills.
 - (3) The Career Technical WEE (CTWEE) student is provided opportunities to reinforce and extend the job skills and knowledge learned through the school career/vocational education instructional program. (CCR, Title 5 sections 10071 and 10072)
- f. The employer, as required by law, provides Workers' Compensation Insurance coverage whenever there is an employee/employer relationship. Students enrolled in Exploratory WEE are provided Workers' Compensation Insurance through the local school district. (Education Code sections 51768 and 51769, and CCR, Title 5 section 10071)
- g. The employer maintains student's hourly work records and cooperates in rating his/her achievement at the work site. (Education Code section 51762.5, and CCR, Title 5 section 10072)
- h. The employer assures the District that he/she does not discriminate based on race, creed, color, gender, sexual orientation, disability, political

- affiliation, or religion. (Education Code section 51760.3(c) and CCR, Title 5 section 10071)
- 11. **Work Permits:** All work permits for students enrolled in WEE are issued or verified by the WEE teacher-coordinator or authorized designee in writing per the enclosed Letter of Authorization to issue work permits. (The document needs **original signature** of the District superintendent or designee.) (Education Code section 49110 (b))
- 12. **Exploratory WEE:** For each student enrolled in Exploratory WEE, a limit on the number of hours of observation is established at each observation site. (CCR, Title 5 section 10071(c))
- 13. **Granting Credit:** The procedure for granting school credit for WEE is found in enclosure (4). A student satisfactorily completing the WEE program requirements may earn a maximum of 40 semester credits made up of one or a combination of two or more of the following:
 - (1) Exploratory WEE Ten (10) semester credits for each semester with a maximum of twenty (20) semester credits.
 - (2) General WEE Ten (10) semester credits for each semester with a maximum of forty (40) semester credits.
 - (3) Career Technical WEE Ten (10) semester credits for each semester with a maximum of forty (40) semester credits. (Education Code sections 51760.3, and 51762.5(b)(f), and CCR, Title 5 section 1635)
- 14. **Professional Development:** A provision is made for WEE professional development for new and continuing teacher-coordinators and other support personnel in WEE, to ensure the quality of the WEE program. (Education Code section 51762)
- 15. Clerical Services & Records: A provision is made for clerical services to assist the professional in meeting the goals and objectives of WEE and to assure the accuracy, completeness, and quality of the records.

The District shall maintain records including:

- a. Type of WEE in which each student is enrolled, where the student is employed, the type of job held or observation sites and hours of rotation. (Education Code section 51762.5)
- b. Work permit issued, if applicable. (Education Code section 49110) Note: Not required for Exploratory WEE.
- c. Employer's report of student's hourly work record and performance on the job. (Education Code section 51762.5)
- d. Report of employer consultations. (Education Code section 51762.5, and CCR, Title 5 section 10074

- e. Ratings of each student, including his/her grade. (Education Code sections 51760.3 and 51762.5)
- f. Formal training agreement for each employer and student that describes the responsibilities of the employer, student, school, and parent/legal guardian. (Education Code section 51762.5 and CCR, Title 5 section 10071)
- g. In compliance with the New Career Measures Collected for the College/Career Indicator, the District will collect data for the CALPADS and CASEMIS reports regarding the number of WEE, EWEE, CTWEE students that complete the following:
 - 1. Workforce Readiness (Strategic Skills) Certificates
 - 2. Food Handlers Certificates
 - 3. Pre-Apprenticeship Certification
 - 4. Pre-Apprenticeship Program (Non-certified)
 - 5. State or Federal Job Program Completion (alternative programs)
 - 6. WorkAbility I Work-Based Learning Program Completion (enrolled in WEE)
 - 7. Transition Partnership Program and Work Based Learning Program (students in WEE, EWEE, CTWEE with an IEP indicating the work-based learning experiences)
- 16. **Summer School:** WEE during the summer is conducted in the same time period as the rest of the approved summer school and conforms to all appropriate federal and state laws, California Labor Code, California Education Code, and California Code of Regulations, Title 5 rules and regulations applicable to WEE.
- 17. **Civil Rights Act:** WEE covered by this plan shall comply with Title VI and Title VII of the Civil Rights Act of 1964 and with Title 5 of the California Code of Regulations. (Education Code section 51762)
- 18. **Nondiscrimination:** WEE covered by this plan shall comply with Title IX (Nondiscrimination on the Basis of Sex) of the Education Amendments of 1972. (Education Code section 51762)

I hereby certify that to the best of my knowledge, the provisions for WEE outlined in this Secondary District Plan meet all California Department of Education requirements.

District Superintendent or Designee	Date
Date Local Governing Board Approved:	
Person Preparing Application:	

Name: Julian A. Rodriguez, Ed.D. E-mail: julian rodriguez@chino.k12.ca.us

Title: Director of Secondary Curriculum Phone: (909) 628-1201 ext. 1630
This Secondary District Plan and application for a WEE program must include the original signature of the District superintendent or designee along with the following required enclosures:

Enclosures: (1) Copy of Board Approving Minutes

- (2) Course Description w/units of Instruction per semester
- (3) Copy of Student Training Agreement
- (4) Letter of Authorization to Issue Work Permits (**original signature** of the District superintendent or designee
- (5) Description of WEE's procedure for granting school credit (Only if expanded from minimum description provided in #13)

Submit this Secondary District Plan and application along with the enclosures to:

Erle Hall, MS
Education Programs Consultant
CTE Leadership and Instructional Support Office
California Department of Education
1430 N Street, Suite 4202
Sacramento, CA 95814

ehall@cde.ca.gov 916-323-2564

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

DATE: June 6, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, 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

\$2,561,173.36 to all District funding sources.

NE:GJS:AGH:pw

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

DATE: June 6, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, 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.

NE:GJS:AGH:pw

SUPERINTENDENT	FISCAL IMPACT
S-1920-001 Joel Shapiro.	Contract amount: \$10,000.00
To provide governance workshops.	
Submitted by: Superintendent	Funding source: General Fund
Duration of Agreement: July 1, 2019 - June 30, 2020	
S-1920-002 Rob Wiltsey Creative Partners.	Contract amount: \$39,750.00
To provide fifteen (15) videos.	
Submitted by: Communications	Funding source: General Fund
Duration of Agreement: July 1, 2019 - June 30, 2020	

BUSINESS SERVICES	FISCAL IMPACT
B-1819-019 City of Chino.	Contract amount: None
To provide summer lunch meal service at Liberty Park.	
Submitted by: Nutrition Services	Funding source: None
Duration of Agreement: June 10, 2019 - August 2, 2019	
B-1920-001 EMS LINQ Inc.	Contract amount: \$695.00
To provide school nutrition and fitness website annual	
renewal.	Funding source: Cafeteria Fund
Submitted by: Nutrition Services	
Duration of Agreement: July 1, 2019 - June 30, 2020	
B-1920-002 Food Safety Systems.	Contract amount: \$71,280.00
To provide sustainable food safety and sanitation system and	
trainings.	Funding source: Cafeteria Fund
Submitted by: Nutrition Services	
Duration of Agreement: July 1, 2019 - June 30, 2020	On the of any south Name
B-1920-003 Spectrum Center Schools and Programs.	Contract amount: None
To provide breakfast and lunch to CVUSD students attending	Funding course None
Spectrum Center.	Funding source: None
Submitted by: Nutrition Services	
Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$2,702.00
B-1920-004 Health-e Pro.	Contract amount: \$3,792.00
To provide Health-e Planner administrative license.	Funding source: Cafetoria Fund
Submitted by: Nutrition Services	Funding source: Cafeteria Fund
Duration of Agreement: July 1, 2019 - June 30, 2020	

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	ATION, AND FISCAL IMPACT	
CIIS-1819-198 Aeries Software.	Contract amount: \$2,500.00	
To provide SQL procedure analysis and development. Submitted by: Technology	Funding source: General Fund	
Duration of Agreement: June 7, 2019 - June 30, 2019		
CIIS-1819-199 Chaffey Community College District.	Contract amount: None	
To provide Adult Education courses.		
Submitted by: Adult School	Funding source: None	
Duration of Agreement: May 17, 2019 - June 30, 2023		
CIIS-1920-038 Fitness Finders Inc.	Contract amount: \$200.00	
To provide tracking of student's time as they run the mile.		
Submitted by: Woodcrest JHS	Funding source: General Fund	
Duration of Agreement: July 1, 2019 - June 30, 2020		
CIIS-1920-039 Aeries Software.	Contract amount: \$45,742.69	
To provide Aeries Analytics software license renewal.		
Submitted by: Technology	Funding source: General Fund	
Duration of Agreement: July 1, 2019 - June 30, 2020		

CURRICULUM, INSTRUCTION, INNOVATION, AND	FISCAL IMPACT
SUPPORT	
CIIS-1920-040 Aeries Software.	Contract amount: \$105,236.25
To provide Aeries Communications software license renewal.	
Submitted by: Technology	Funding source: General Fund
Duration of Agreement: July 1, 2019 - June 30, 2020	
CIIS-1920-041 Aeries Software.	Contract amount: \$91,204.75
To provide Aeries Online Enrollment software license	
renewal.	Funding source: General Fund
Submitted by: Technology	
Duration of Agreement: July 1, 2019 - June 30, 2020	
CIIS-1920-042 Rubin Education.	Contract amount: \$600.00
To provide software license and learning materials for	
employability skills & business communication.	Funding source: Vocational Education
Submitted by: Chino HS	
Duration of Agreement: July 1, 2019 - June 30, 2020	
CIIS-1920-043 No Tears Learning Inc. dba Learning	Contract amount: \$400.00
without Tears.	
To provide licenses for Handwriting Interactive Teaching Tool	Funding source: General Fund
(HITT) for grade Pre K.	
Submitted by: Elementary Curriculum	
Duration of Agreement: July 1, 2019 - June 30, 2020	
CIIS-1920-045 Techsmith.	Contract amount: \$756.00
To provide Camtasia multi-user license for screen recorder	
and video editor software.	Funding source: LCAP
Submitted by: Assessment and Instructional Technology	
Duration of Agreement: July 1, 2019 - June 30, 2020	0
CIIS-1920-046 Design Science.	Contract amount: \$43.05
To provide Math Type 7 Single User Subscription.	Funding course: Title I
Submitted by: Chino HS	Funding source: Title I
Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$1,700,00
CIIS-1920-047 Illuminate Education. To provide Basic on-site training for Data and Assessment	Contract amount: \$1,700.00
(DnA).	Funding source:
Submitted by: Assessment and Instructional Technology	Low Performing Block Grant
Duration of Agreement: July 1, 2019 - June 30, 2020	Low renorming block Grant
CIIS-1920-048 Pivot Learning Partners.	Contract amount: \$89,570.00
To provide continued professional development for District	Contract amount: \$60,070.00
administrators.	Funding source: Title II
Submitted by: Curriculum, Instruction, Innovation, and	Tanang coarce. The ii
Support	
Duration of Agreement: July 1, 2019 - June 30, 2020	
CIIS-1920-049 College Board.	Contract amount: \$262,345.00
To provide PSAT and SAT exams for students grades 8-11.	, ,
Submitted by: Assessment and Instructional Technology	Funding source: LCAP
Duration of Agreement: July 1, 2019 - June 30, 2020	
CIIS-1920-050 Solution Tree, Inc.	Contract amount: \$206,900.00
To provide multi-session professional development for	
teachers.	Funding source:
Submitted by Access and Equity	Low Performing Block Grant
Duration of Agreement: July 1, 2019 - June 30, 2020	

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-1920-051 Solution Tree, Inc.	Contract amount: \$6,500.00
To provide onsite professional development for teachers.	
Submitted by Access and Equity	Funding source: Comprehensive
Duration of Agreement: July 1, 2019 - June 30, 2020	Support and Improvement Funds
CIIS-1920-052 Love & Logic Institute.	Contract amount: \$20,100.00
To provide professional development for teachers.	
Submitted by: Access and Equity	Funding source:
Duration of Agreement: July 1, 2019 - June 30, 2020	Low Performing Block Grant
CIIS-1920-53 Houghton Mifflin Harcourt.	Contract amount: \$25,997.52
To provide reading inventory annual license subscription for	
junior high school students.	Funding source: LCAP
Submitted by: Secondary Curriculum	
Duration of Agreement: July 1, 2019 - June 30, 2020	

FACILITIES, PLANNING, AND OPERATIONS	FISCAL IMPACT
F-1920-001 TLC Auctions.	Contract amount: 45% of Sales
To provide unreserved auction for sale of all Board approved	
surplus property.	Funding source: None
Submitted by: Purchasing	
Duration of Agreement: July 1, 2019 - June 30, 2020	

HUMAN RESOURCES	FISCAL IMPACT
HR-1920-002 Keenan & Associates.	Contract amount: \$6,000.00
To provide run-off claims administration services.	
Submitted by: Risk Management	Funding source: Self Insurance Fund
Duration of Agreement: July 1, 2019 - June 30, 2020	
HR-1920-003 Universal Psychological Services Inc.	Contract amount: Per rate sheet
To provide psychological evalutions for pre-employment.	
Submitted by: Risk Management	Funding source: General Fund
Duration of Agreement: July 1, 2019 - June 30, 2020	
HR-1920-004 Community Matters.	Contract amount: \$174,000.00
To provide Safe School Ambassadors program training and	
support to participating schools.	Funding source: General Fund
Submitted by: Risk Management	
Duration of Agreement: July 1, 2019 - June 30, 2020	

MASTER CONTRACTS	FISCAL IMPACT
MC-1920-002 Herff Jones.	Contract amount: Per rate sheet
To provide junior high school yearbook services.	
Submitted by: Purchasing	Funding source:
Duaration of Agreement: July 1, 2019 - June 30, 2022	ASB/USB/PFA/PTA/Boosters
MC-1920-003 The Art Barn.	Contract amount: \$660.00
To provide art painting projects and instruction.	
Submitted by: Borba ES	Funding source:
Duration of Agreement: July 1, 2019 - June 30, 2020	ASB/USB/PFA/PTA/Boosters

APPROVED CONTRACTS TO BE AMENDED	AMENDMENT	
B-1718-007 Total Compensation System, Inc.	Contract amount: \$14,400.00	
To provide Governmental Accounting Standards Board.		
(GASB) 74/75 actuarial valuation services.	Funding source: General Fund	
Submitted by: Business Services		
Duration of Agreement: December 15, 2017 - June 30, 2018	Increase duration of agreement through	
Original Agreement Board Approved: December 14, 2017	4, 2017 June 30, 2019, to cover roll forward	
	valuation	

ADDDOVED CONTRACTO TO DE AMENDED	AMENDMENT
APPROVED CONTRACTS TO BE AMENDED	AMENDMENT
CIIS-1718-134 Future N Focus.	Increase contract amount from \$3,000.00 to \$7,050.00
To provide student career exploration training. Submitted by: Alternative Education Center	\$3,000.00 to \$7,000.00
Duration of Agreement: April 20, 2018 - June 30, 2019	Funding Source: School Site Budget
Original Agreement Board Approved: April 19, 2018	I dilding Source. School Site Budget
MC-1819-074 28 Ways to Smile.	Contract amount: Per rate sheet
To provide photo booth.	Contract amount. Fer rate sneet
Submitted by: Chino HS	Funding source:
Duration of Agreement: March 8, 2019 - June 30, 2019	ASB/USB/PFA/PTA/Boosters
Original Agreement Board Approved: March 7, 2019	7.027.0027.17.17.17.12.00.00.0
	Increase duration of agreement through
	June 30, 2022
F-112-034-M4 Mobile Modular Management Corp.	Increase annual contract amount from
To provide one 24x40 portable classroom at Chino HS.	\$6,624.00 to \$8,616.00
Submitted by: Facilities, Planning, and Operations	
Duration of Agreement: July 1, 2018 - June 30, 2019	Monthly rental increase from \$552.00 to
Original Agreement Board Approved: June 26, 2014	\$718.00
	Extend rental contract one additional
	year through June 30, 2020
	Funding Source: Capital Facilities
F-1314-007-2 Chino D.E.S Club.	Increase contract amount from
To provide rental for District use of D.E.S parking lot.	\$1,150.00 to \$1,300.00
Submitted by: Facilities, Planning, and Operations	Ψ1,100.00 to Ψ1,000.00
Duration of Agreement: July 1, 2016 - June 30, 2019	Increase District responsibility of cost for
Orginal Agreement Board Approved: August 15, 2013	major repairs and slurry coat from 60%
	to 75%
	Funding source: General Fund
	In any one of most one of a superior of the second
	Increase duration of agreement through
F-1819-003-1 Elite Modular Leasing & Sales Inc.	June 30, 2022 Increase contract amount from
To provide one year lease of seven portable classrooms for	\$192,700.00 to \$203,434.00
Litel ES.	Ψ102,700.00 to Ψ200,404.00
Submitted by: Facilities, Planning, and Operations	Funding source: Various
Duration of Agreement: June 15, 2018 - June 30, 2019	3
Original Agreement Board Approved: June 16, 2018	Increase duration of agreement through
	December 31, 2019
F-1819-004-1 Elite Modular Leasing & Sales Inc.	Increase contract amount from
To provide one year lease of seven portable classrooms for	\$192,700.00 to \$203,434.00
Oakridge ES.	
Submitted by: Facilities, Planning, and Operations	Funding source: Various
Duration of Agreement: June 15, 2018 - June 30, 2019	Increase duration of agreement through
Original Agreement Board Approved: June 16, 2018	Increase duration of agreement through December 31, 2019
F-1819-005-1 Elite Modular Leasing & Sales Inc.	Increase contract amount from
To provide one year lease of fifteen portable classrooms for	\$192,700.00 to \$253,250.00
Cattle ES.	,
Submitted by: Facilities, Planning, and Operations	Funding source: Various
Duration of Agreement: June 15, 2018 - June 30, 2019	
Original Agreement Board Approved: June 16, 2018	Increase duration of agreement through
	March 31, 2020

APPROVED CONTRACTS TO BE AMENDED	AMENDMENT
Resolution 2017/2018-79 Hollandia Dairy.	Renewal of contract for an additional
To provide dairy products.	twelve month period from
Submitted by: Nutrition Services	July 1, 2019 - June 30, 2020
Duration of Agreement: July 1, 2017 - June 30, 2019	
Original Agreement Board Approved: June 14, 2018	Per Bid No. C167-422
	as authorized by Ontario Montclair
	School District on April 18, 2019
	•
	Funding source: Nutrition Services
Resolution 2018/2019-11 Gold Star Foods.	Renewal of contract for an additional
To provide snack foods and beverages.	twelve month period from
Submitted by: Nutrition Services	July 1, 2019 - June 30, 2020
Duration of Agreement: July 1, 2018 - June 30, 2019	
Original Agreement Board Approved: August 16, 2018	Per RFP No. C-189-003
3 - 3 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	as authorized by Ontario Montclair
	School District on May 2, 2019
	, , , , , , , , , , , , , , , , , , , ,
	Funding source: Nutrition Services

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

DATE: June 6, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, 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.

NE:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT SURPLUS/OBSOLETE PROPERTY

June 6, 2019

DESCRIPTION	MAKE/MODEL	I.D./SERIAL	DEPT/SITE
Printer	HP	23748	Risk Management
Printer	HP	23747	Risk Management
Computer	Dell	30225	Special Education
Keyboard	Microsoft	9079400335652	Special Education Special Education
Keyboard Access Switches	Microsoft Aruba S2500 48P	7687602135978	•
Access Switches Access Switches	Aruba S2500 46P Aruba S2500 24P		Technology Technology
Indoor Antennas	Aruba 32300 241 Aruba AP ANT 35A		Technology
Adjustable Mounts	Aruba APANTMNT3		Technology
Access Points	Aruba AP220MNTW2		Technology
Copper Cables	Aruba DACSFP10GE1M		Technology
Transceivers	Aruba SFP LX		Technology
Transceivers	Aruba SFP SX		Technology
Access Points	Aruba IAP-205-US		Technology
PoE Injectors	Aruba		Technology
Rack Mount Kit	Aruba APANT17/18/92		Technology
Indoor/Outdoor Antenna	Aruba AP-ANT-17		Technology
Printer	HP	84943	Butterfield Ranch ES
Printer	HP		Butterfield Ranch ES
Tower	Dell	24115	Butterfield Ranch ES
Tower	Dell	316-SCAN-3-4	Butterfield Ranch ES
Monitor	Dell		Butterfield Ranch ES
Monitor	Apple	27192	Butterfield Ranch ES
Monitor	Apple	27176	Butterfield Ranch ES
VCR	Toshiba		Butterfield Ranch ES
VCR	Sony		Butterfield Ranch ES
VCR	Sylvania		Butterfield Ranch ES
Keyboards			Butterfield Ranch ES
Renaissance Class Set			Butterfield Ranch ES
Cabinet		140400005	Butterfield Ranch ES
Printer	Xerox	K8A236805	Cattle ES
Printer	Xerox	K8a244814	Cattle ES
Computer	Dell	X16-96076	Cattle ES
Monitors	Dell	DD40I	Cattle ES
Laptop	Dell	PP18L	Cattle ES
Computer	Dell	X12-51822	Cattle ES
Computer	Dell	7KV30F1	Cattle ES
Computer	Dell	7T30BK1	Cattle ES

DESCRIPTION	MAKE/MODEL	I.D./SERIAL	DEPT/SITE
Computer	Dell	HD1TGD1	Cattle ES
Computer	Dell	4ntjln1	Cattle ES
Computer	Dell	146JLN1	Cattle ES
Computer	Dell	130JLN1	Cattle ES
Computer	Dell	135HLN1	Cattle ES
Computer	Dell	VNB3B08998	Cattle ES
Printer	HP	9908875981	Cattle ES
Computer	HP	2367540109	Cattle ES
Computer	HP	VNB3B08998	Cattle ES
Response Systems	2Know! Classroom		Cattle ES
Notebook	Dell		Hidden Trails ES
Document Camera	Epson		Litel ES
Electric Pencil Sharpener			Litel ES
Chair			Litel ES
Computer	Dell	44304	Litel ES
Computer	Dell	44270	Litel ES
Computer w/Monitor	Dell	5305	Litel ES
Computer w/Monitor	Dell	1632	Litel ES
Computer w/Monitor	Dell	53896	Litel ES
Computer w/Monitor	Dell	53880	Litel ES
Computer w/Monitor	Dell	53852	Litel ES
Computer w/Monitor	Dell	53888	Litel ES
Computer w/Monitor	Dell	53912	Litel ES
Computer w/Monitor	Dell	53865	Litel ES
Computer	Apple	C03130	Litel ES
Keyboard	Apple	SK2341-J203N	Litel ES
VCR-DVD	Toshiba	BC9092205564	Litel ES
Partition	Asante	94445043	Litel ES
Work Group Server	Apple	6150166	Litel ES
Office Chairs	BASYX		Litel ES
Monitor	Dell	4490	Litel ES
Monitor	Dell	14464	Litel ES
Keyboards	Dell		Litel ES
Disk Drive	Toshiba	744DBSJKS94B	Litel ES
Surge suppressor	ACCO	50685	Litel ES
Sound Bar		CNOUH837482207810IJV	Litel ES
Flash Drives	Data Stick Pro		Litel ES
Library Book Scanner	Dell	212035493	Litel ES
Headphones			Litel ES
Projector	Epson	30038	Litel ES
Blue Headphones			Litel ES
Wooden Rack			Litel ES

DESCRIPTION	MAKE/MODEL	I.D./SERIAL	DEPT/SITE
Large Student Desks			Litel ES
Small Student Desks			Litel ES
Small Chairs			Litel ES
Medium Chairs			Litel ES
Computer	Dell	44304	Litel ES
Computer	Dell	44270	Litel ES
Projector	Epson	25804	Rhodes ES
Projector	Epson	26849	Rhodes ES
Projector	3M		Rhodes ES
Printer	Xerox	18068	Rhodes ES
Kiln			Rolling Ridge ES
Microwave		10408594	Rolling Ridge ES
File Cabinet		3271	Rolling Ridge ES
File Cabinet		A03729	Rolling Ridge ES
Risers			Rolling Ridge ES
Computer	Mac	31-01	Briggs K-8
Computer	Mac	27-01	Briggs K-8
Computer	Mac	27-02	Briggs K-8
Conference Tables	_	00507	Magnolia JHS
Click Board	Eno	39567	Magnolia JHS
Click Board	Eno	34086	Magnolia JHS
Click Board Click Board	Eno	39515	Magnolia JHS
Click Board	Eno Eno	24000	Magnolia JHS
Push Cart		34006	Magnolia JHS Magnolia JHS
TV Mount	Luxor		Magnolia JHS
TV Stand			Magnolia JHS
TV Stand			Magnolia JHS
Metal Push Cart			Magnolia JHS
Book Case			Magnolia JHS
Teacher Desk	McDowell & Craig	A07054	Magnolia JHS
Computer Table	Webowell & Graig	A01034	Magnolia JHS
Filing Cabinet		A11116	Magnolia JHS
Microscope	Kenavision	711110	Magnolia JHS
Microscope	Boreal	282580	Magnolia JHS
Microscope	Boreal	40101715	Magnolia JHS
Microscope	Boreal	40101849	Magnolia JHS
Microscope	Boreal	291260	Magnolia JHS
Skeleton on Rollers			Magnolia JHS
Student Chairs-Blue			Magnolia JHS
Student Chairs-Orange			Magnolia JHS
Student Chairs-Yellow			Magnolia JHS
-			-

DESCRIPTION	MAKE/MODEL	I.D./SERIAL	DEPT/SITE
Student Chair-Green			Magnolia JHS
Student Desks			Magnolia JHS
Student Desk/Chair			Magnolia JHS
Student Privacy Desk			Magnolia JHS
Student Desks w/Basket			Magnolia JHS
Board Click	Eno	39561	Magnolia JHS
Board Click	Eno	34007	Magnolia JHS
Smart Board		SB660-R2-327271	Magnolia JHS
Smart Board		SB660-R2-327342	Magnolia JHS
Computer	Dell	39324	Magnolia JHS
Computer	Dell	39318	Magnolia JHS
Monitor			Magnolia JHS
Printer	Brother	U63887L4N629664	Magnolia JHS
Printer	Lex Mark	U7310748696	Magnolia JHS
Printer	HP	33499	Magnolia JHS
Duplicator	Duplo	32901	Magnolia JHS
Cassette Player	GA462132		Magnolia JHS
Cassette Player	GA462131		Magnolia JHS
Printer	Duplo		Magnolia JHS
TV			Magnolia JHS
VCR			Magnolia JHS
Refrigerator	Frigidaire		Magnolia JHS
Teacher Desks			Magnolia JHS
Teacher Stool			Magnolia JHS
Tall Stool			Magnolia JHS
Table		107100	Magnolia JHS
Filing Cabinets		A07492	Magnolia JHS
Hutch/Cabinet		A10940	Magnolia JHS
Rolling Cart	Dall	44004	Magnolia JHS
Computer	Dell	41004	Ramona JHS
Computer	Dell Dell	33062	Ramona JHS
Computer	Dell	39315 33077	Ramona JHS Ramona JHS
Computer Computer	Dell	33069	Ramona JHS
	Dell	33063	Ramona JHS
Computer Computer	Dell	33066	Ramona JHS
Computer	Dell	34354	Ramona JHS
Projector	Epson	27725	Ramona JHS
Projector	Epson	27723	Ramona JHS
Projector	Epson	27046	Ramona JHS
Projector	Epson	30060	Ramona JHS
Printers	Xerox		Ramona JHS
i illicio	ACIOA		

DESCRIPTION	MAKE/MODEL	I.D./SERIAL	DEPT/SITE
Printer Printer Printer Computer Computer Computer Computer Computer Cabinet – 4 drawers Chairs Tables Student Desks Rolling bookshelves Student desks Rectangle Tables Kidney Table Round Table File Cabinets Weight Bench Teacher Desk Book Shelves Wood Table Wood Entertainment Computer Cart Chairs with Wheels Student Chairs Director's Chair Cabinet – 2 Drawer Black Chair Round Tables Kidney Table Carousel Desks Metal Carts Wooden Table	MAKE/MODEL HP HP HP Dell Apple Dell Dell Dell	35960 60521 33043 25711 26724 22840	DEPT/SITE Ramona JHS
Carousel Desks Metal Carts			Ramona JHS
Wooden Bookshelf File Cabinet – 2 Drawer Chairs with Wheels Student Double Desk			Ramona JHS Ramona JHS Ramona JHS Ramona JHS
Carousel Desks Round Tables Filing Cabinets Student Chairs			Ramona JHS Ramona JHS Ramona JHS Ramona JHS

DESCRIPTION	MAKE/MODEL	I.D./SERIAL	DEPT/SITE
Fan			Ramona JHS
Maps			Ramona JHS
Printer	HP	CNHC64KOGJ	Buena Vista HS
Extension Cord		8121-Q740-1006	Buena Vista HS
Extension Cord		OS120P	Buena Vista HS
LCD Projector	Epson H382A	P94F141682L	Buena Vista HS
Hard Drive	Dell	4Y6BZL1	Buena Vista HS
Printer	HP	CNHC63RODF	Buena Vista HS
Monitor	Dell	CNOKC03112963SSUOSIX	Buena Vista HS
Monitor	Dell	CNOKC03112963SA70V90	Buena Vista HS
Monitor	Dell	CNOKC031129635B21Q38	Buena Vista HS
Benches			Buena Vista HS
Monitor	Dell	CVOFP816742618203765	Don Lugo HS
Keyboard	Mac	10505001206	Don Lugo HS
Keyboard	Logitech	MCC44703767	Don Lugo HS
Keyboard	Dell	CN046481716164300010A	Don Lugo HS
Monitor	Dell	CNOC730C716231759179	Don Lugo HS
Keyboard	Dell	CN04648171664AAOMY7	Don Lugo HS
Keyboard	Dell	CN04648171616443041	Don Lugo HS
Tower	Dell	25816	Don Lugo HS
Tower	Dell	28771	Don Lugo HS
Tower	Custom Built 501	24067	Don Lugo HS
Tower	Custom Built 501	28793	Don Lugo HS
Tower	Custom Built 501	24423	Don Lugo HS
Tower	Custom Built	24052	Don Lugo HS
Tower	HP		Don Lugo HS
Tower	Custom Built	24067	Don Lugo HS
Tower	Custom Built	28769	Don Lugo HS
Tower	Pentium III		Don Lugo HS
Tower	Custom Built 501	2407	Don Lugo HS
Tower	Custom Built 501	24048	Don Lugo HS
Tower	Custom Built 501	28772	Don Lugo HS
Tower	Dell		Don Lugo HS
Tower	Custom Built 501	28770	Don Lugo HS
Tower	Custom Built 501	28754	Don Lugo HS
Monitor	Apple		Don Lugo HS
Tower	Custom Built 501	24050	Don Lugo HS
Tower	Custom Built 501	28767	Don Lugo HS
Tower	Dell		Don Lugo HS
Monitor	Dell	CN06FXN47444S312ABV5	Don Lugo HS
Monitor	HP	CNN549OT19	Don Lugo HS
Monitor	HP	CNK6320BF8	Don Lugo HS

DESCRIPTION	MAKE/MODEL	I.D./SERIAL	DEPT/SITE
Monitor	Dell	CNOCFXN4744453120165	Don Lugo HS
Monitor	Dell	CNOFP816426182D345	Don Lugo HS
Tower		0171369030945	Don Lugo HS
Projection Screen	Da Lite	DK-AL-975-02	Don Lugo HS
Monitor	Apple	214199	Don Lugo HS
Monitor	Dell	110830H0102000	Don Lugo HS
Monitor	Dell	CNOFP816742618203H	Don Lugo HS
TV	Panasonic	C03712	Don Lugo HS
Microwave	GE		Don Lugo HS
Monitor	Apple	10729	Don Lugo HS
Monitor	Dell	CNOC730C716231759188	Don Lugo HS
Monitor	Dell	SNOGFXN474445312A8HS	Don Lugo HS
DVD/VHS	Sonic	16150	Don Lugo HS
Tower			Don Lugo HS
Monitor	View Sonic	QC2073608132	Don Lugo HS
TV	RCA		Don Lugo HS
TV	Panasonic	MC42940434	Don Lugo HS
TV	Panasonic	68AA11117	Don Lugo HS
Printer	HP	CNBSF62668	Don Lugo HS
Monitor	Dell	CNOC730C716231759177	Don Lugo HS
Monitor	Dell		Don Lugo HS
Turntable	Califone	JE-23609	Don Lugo HS
Speaker	Califone		Don Lugo HS
Monitor	Apple	18982	Don Lugo HS
Stereo	Califone	A21145	Don Lugo HS
Mega Vox Pro		901369	Don Lugo HS
Monitor	Dell		Don Lugo HS
Video Camera	Panasonic	C02049	Don Lugo HS
Walkie Talkies	Kenwood		Don Lugo HS
Laser Jet	HP		Don Lugo HS
Printer	Xerox	VEE113933	Don Lugo HS
Overhead Projector	3M	18078369	Don Lugo HS
Monitor	Dell	CNOKC0311296359N06TO	Don Lugo HS
Monitor	View Sonic	QBW064820560	Don Lugo HS
Monitor	Dell	CN-008254 -72201	Don Lugo HS
Monitors	Dell		Don Lugo HS
Monitor	View Sonic	AIX032630183	Don Lugo HS
Printer	HP	CNNBD14459	Don Lugo HS
Clock			Don Lugo HS
Monitor	HP	CNK5220M2N	Don Lugo HS
Printer	HP	12692	Don Lugo HS
Monitor	Dell	7257987547	Don Lugo HS

DESCRIPTION	MAKE/MODEL	I.D./SERIAL	DEPT/SITE
VHS		LOSA52664	Don Lugo HS
Monitor	Bena		Don Lugo HS
Tower	Compaq	PX787AA-ABA	Don Lugo HS
Monitor	View Era		Don Lugo HS
Monitor	View Sonic	QD0065008623	Don Lugo HS
Printer	HP	CNHCSC2127	Don Lugo HS
Tower	HP	3CR136036T	Don Lugo HS
Monitor	HP	CNT136B81	Don Lugo HS
Tower	Dell	5LAXB1	Don Lugo HS
Tower	Dell	66C3KC1	Don Lugo HS
Tower	Dell	3CR13603RA	Don Lugo HS
Tower	Dell	419VN81	Don Lugo HS
Printer	HP	08855	Don Lugo HS
Monitor	View Sonic	37294	Don Lugo HS
Monitor	View Sonic	AS02604839	Don Lugo HS
Tower	Dell	29200	Don Lugo HS
TV	Magnavox		Don Lugo HS
Monitor	Dell	P0329/55215	Don Lugo HS
Monitor	Dell		Don Lugo HS
Speakers	Sony		Don Lugo HS
Monitor	ASUS		Don Lugo HS
Tower	HP		Don Lugo HS
Tower	Dell	27845	Don Lugo HS
Monitor	View Sonic	PPJOS3400998	Don Lugo HS
Printer	Xerox		Don Lugo HS
Tape Recorder	Box VOR		Don Lugo HS
Computer	View Sonic	A31050342915	Don Lugo HS
Monitor		23948	Don Lugo HS
TV	Zenith	13912	Don Lugo HS
ROX-32	DYMO	92266330209	Don Lugo HS
Monitor	NA	76361820	Don Lugo HS
Dell	Dell Laptop	42699562073	Don Lugo HS
Tower	Dell	30348	Don Lugo HS
Fax Machine	RAM	08198	Don Lugo HS
CD/RW	RW	10847	Don Lugo HS
TV	Zenith	13915	Don Lugo HS
Arturo/MB	MB	0070	Don Lugo HS
Mita/Box			Don Lugo HS
Tower	Dell		Don Lugo HS
Tower	E/tower	QCFA20230800	Don Lugo HS
Tower	HP		Don Lugo HS
Tower			Don Lugo HS

DESCRIPTION	MAKE/MODEL	I.D./SERIAL	DEPT/SITE
Printer	Epson	NAKP025066	Don Lugo HS
Fan	HP		Don Lugo HS
Tower	HP		Don Lugo HS
Tower	Dell	196CGD1	Don Lugo HS
TV	Sharp	32211	Don Lugo HS
TV	JVC	13939251	Don Lugo HS
Lamp	Leviton		Don Lugo HS
Lamp	Strand	10147	Don Lugo HS
Lamp	Strand	10132	Don Lugo HS
Monitor	View Sonic	GB W064820459	Don Lugo HS
Lamp	Strand	9198	Don Lugo HS
Lamp	Strand	10143	Don Lugo HS
Lamp	Strand	9232	Don Lugo HS
Speaker			Don Lugo HS
Auto Pach	District		Don Lugo HS
Tower			Don Lugo HS
Tower			Don Lugo HS
DVR	Sonic	SLVRI000	Don Lugo HS
Lamp	Strand	0055	Don Lugo HS
Lamp	Strand	0079	Don Lugo HS
Monitor	MGC	GRFAC01658970	Don Lugo HS
Printer Xerox	Phaser 3600	Z9191	Don Lugo HS
TV		A9502212	Don Lugo HS
Monitor			Don Lugo HS
TV	Zenith		Don Lugo HS
TV	Mitsubishi	130105961	Don Lugo HS
EuroKack	Mitsubishi	103106961	Don Lugo HS
Fax	JVC		Don Lugo HS
Camera	RCA	948231601	Don Lugo HS
Speaker	Computer		Don Lugo HS
Monitor	Dell		Don Lugo HS
Fax	Fellowes		Don Lugo HS
Monitor	Dell	CVOFP81674261820376S	Don Lugo HS
Keyboard	Mac	10505001206	Don Lugo HS
Keyboard	Logitech	MCC44703767	Don Lugo HS
Keyboard	Dell	CN046481716164300010A00	Don Lugo HS
Monitor	Dell	CNOC730C716231759179	Don Lugo HS
Keyboard	Dell	CN04648171664AAOMY7400	Don Lugo HS
Keyboard	Dell	CN046481716164330413400	Don Lugo HS
Tower	Dell	2S816	Don Lugo HS
Tower	Dell	28771	Don Lugo HS
Tower	Custom Built 501	24067	Don Lugo HS

DESCRIPTION	MAKE/MODEL	I.D./SERIAL	DEPT/SITE
Tower	Custom Built 501	28793	Don Lugo HS
Tower	Custom Built 501	24423	Don Lugo HS
Tower	Custom Built	24052	Don Lugo HS
Tower	HP		Don Lugo HS
Tower	Custom Built	24067	Don Lugo HS
Tower	Custom Built	28769	Don Lugo HS
Tower	Pentium III		Don Lugo HS
Tower	Custom Built 501	2407	Don Lugo HS
Tower	Custom Built 501	24048	Don Lugo HS
Tower	Custom Built 501	28772	Don Lugo HS
Tower	Dell		Don Lugo HS
Tower	Custom Built 501	28770	Don Lugo HS
Tower	Custom Built 501	28754	Don Lugo HS
Monitor	Apple		Don Lugo HS
Tower	Custom Built 501	24050	Don Lugo HS
Tower	Custom Built 501	28767	Don Lugo HS
Tower	Dell		Don Lugo HS
Monitor	Dell	CN06FXN474445312ABVS	Don Lugo HS
Monitor	HP	CNN5490T19	Don Lugo HS
Monitor	HP	CNK6320BF8	Don Lugo HS
Monitor	Dell	CNOCFXN4744453120165	Don Lugo HS
Monitor	Dell	CNOFP81674261820345	Don Lugo HS
Tower		0171369030945	Don Lugo HS
Projection Screen	Da lite	DK AL-975 02	Don Lugo HS
Monitor	Apple	214199	Don Lugo HS
Monitor	Dell	110830H0102000	Don Lugo HS
Monitor	Dell	CNOFP816742618203H	Don Lugo HS
TV	Panasonic	AS41040442	Don Lugo HS
Microwave	General Electric		Don Lugo HS
Monitor	Apple	10729	Don Lugo HS
Monitor	Dell	CNOC730C716231759188	Don Lugo HS
Monitor	Dell	SNOGFXN474445312A8HS	Don Lugo HS
DVD/VHS	Sonic/Blue	221430006070	Don Lugo HS
Tower	_		Don Lugo HS
Monitor	View Sonic	QC2073608132	Don Lugo HS
TV	RCA		Don Lugo HS
TV	Panasonic	MC42940434	Don Lugo HS
TV	Panasonic	68AA11117	Don Lugo HS
Printer	HP	CNBSF62668	Don Lugo HS
Monitor	Dell	CNOC730C716231759177	Don Lugo HS
Monitor	Dell	JE 00000	Don Lugo HS
Turntable	Califone	JE-23609	Don Lugo HS

DESCRIPTION	MAKE/MODEL	I.D./SERIAL	DEPT/SITE
Monitor	Apple		Don Lugo HS
Cassette Player	Califone	91012033	Don Lugo HS
Sound System	MegaVox Pro	901369	Don Lugo HS
Monitor	Dell		Don Lugo HS
Video Camera	Panasonic	C02049	Don Lugo HS
Walkie Talkies	Kenwood		Don Lugo HS
Printer	HP		Don Lugo HS
Printer	Xerox	VEE113933	Don Lugo HS
Overhead Projector	3M	18078369	Don Lugo HS
Monitor	Dell	CNOKC0311296359N06TO	Don Lugo HS
Monitor	View Sonic	QBW064820560	Don Lugo HS
Monitor	Dell	CNOD825472201	Don Lugo HS
Monitor	Dell	411/000000400	Don Lugo HS
Monitor	View Sonic	AIX032630183	Don Lugo HS
Monitor	Dell	ONNER 4.4450	Don Lugo HS
Printer	HP	CNNBD14459	Don Lugo HS
Clock	LID	ONIZEO O O MONI	Don Lugo HS
Monitor	HP	CNK5220M2N	Don Lugo HS
Printer	HP	12692	Don Lugo HS
Monitor VHS	Dell LOSA52664	7257987547	Don Lugo HS
VnS Monitor	BenQ	LOSA52664	Don Lugo HS
Tower	•	PX787AA-A BA	Don Lugo HS
Monitor	Compaq View Era	PATOTAA-A BA	Don Lugo HS Don Lugo HS
Monitor	View Era View Sonic	QD0065008623	Don Lugo HS
Printer	HP	CNHCSC2127	Don Lugo HS
Tower	HP	3CR136036T	Don Lugo HS
Monitor	HP	CNT136B81	Don Lugo HS
Tower	Dell	5LAXB1	Don Lugo HS
Tower	Dell	66C3KC1	Don Lugo HS
Tower	Dell	3CR13603RA	Don Lugo HS
Tower	Dell	419VN81	Don Lugo HS
Printer	HP	08855	Don Lugo HS
Monitor	View Sonic	37294	Don Lugo HS
Monitor	View Sonic	AS02604839	Don Lugo HS
Tower	Dell	29200	Don Lugo HS
TV	Magnavox		Don Lugo HS
Monitor	Dell	P0329/55215	Don Lugo HS
Monitor	Dell		Don Lugo HS
Speakers	Sony		Don Lugo HS
Monitor	ASUS		Don Lugo HS
Tower	HP		Don Lugo HS

DESCRIPTION	MAKE/MODEL	I.D./SERIAL	DEPT/SITE
Tower	Dell	27845	Don Lugo HS
Monitor	View Sonic	ppJ053400998	Don Lugo HS
Printer	Xerox		Don Lugo HS
Tape Recorder	Box VOR View Sonic	A 2 1 0 5 0 2 4 2 0 1 5	Don Lugo HS
Computer Monitor	view Sonic	A31050342915 23948	Don Lugo HS Don Lugo HS
TV	Zenith	13912	Don Lugo HS
ROX 32	DYMO	92266330209	Don Lugo HS
Monitor	DTIVIO	76361820	Don Lugo HS
Laptop	Dell	42699562073	Don Lugo HS
Tower	Dell	30348	Don Lugo HS
Fax Machine	RAM	08198	Don Lugo HS
Cid/RW	RW	10847	Don Lugo HS
TV	Zenith	13915	Don Lugo HS
Arturo/MB	MB	0070	Don Lugo HS
Mita/Box	NA		Don Lugo HS
Tower	Dell		Don Lugo HS
Tower	E/tower	QCFA20230800	Don Lugo HS
Tower	HP		Don Lugo HS
Tower	NA		Don Lugo HS
Printer	Epson	NAKP025066	Don Lugo HS
Fan	HP		Don Lugo HS
Tower	HP		Don Lugo HS
Tower	Dell	196CGD1	Don Lugo HS
TV	Sharp	32211	Don Lugo HS
TV	JVC	13939251	Don Lugo HS
Lamp	Leviton	NA	Don Lugo HS
Lamp	Strand	10147	Don Lugo HS
Lamp	Strand	10132	Don Lugo HS
Monitor	View Sonic	GB W064820459	Don Lugo HS
Lamp	Strand	9198	Don Lugo HS
Lamp	Strand	10143	Don Lugo HS
Lamp	Strand	9232	Don Lugo HS
Speaker	District		Don Lugo HS
Auto Patch Tower	District		Don Lugo HS Don Lugo HS
Tower			Don Lugo HS
DVR	Sonic	SLVRI000	Don Lugo HS
Lamp	Strand	0055	Don Lugo HS
Lamp	Strand	0079	Don Lugo HS
Monitor	MGC	GRFAC01658970	Don Lugo HS
Printer	Xerox	Z9191	Don Lugo HS
			_ 5 Eugo 110

MAKE/MODEL	I.D./SERIAL	DEPT/SITE
	A9502212	Don Lugo HS Don Lugo HS
Zenith		Don Lugo HS
Mitsubishi	130105961	Don Lugo HS
Mitsubishi	103106961	Don Lugo HS
JVC		Don Lugo HS
RCA	948231601	Don Lugo HS
Computer		Don Lugo HS
Dell		Don Lugo HS
Fellowes		Don Lugo HS
	Zenith Mitsubishi Mitsubishi JVC RCA Computer Dell	Zenith Mitsubishi 130105961 Mitsubishi 103106961 JVC RCA 948231601 Computer Dell

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

DATE: June 6, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and

Operations

Anna G. Hamilton, Director, Purchasing

SUBJECT: RESOLUTION 2018/2019-44, 2018/2019-45, 2018/2019-46, and

2018/2019-47, AUTHORIZATION TO UTILIZE PIGGYBACK

CONTRACTS

BACKGROUND

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

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

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

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

Resolution	Contract	Contractor	Description	Term
2018/2019-44	Pomona Unified School District for the Pomona Unified Collaborative RFP No. 08(18-19)FN	Gold Star Foods Inc.	Distribution of USDA Foods and Commercial Food Products	7/1/2019-6/30/2020

Resolution	Contract	Contractor	Description	Term
2018/2019-45	Jurupa Unified School District for the Pomona Valley Co-Op Purchasing Group Bid No. 18-19-12NS	P&R Paper Supply, Individual Food Service, Sysco, Daxwell, Interboro Packaging, and Revere Packaging	Paper Products	7/1/2019-6/30/2020
2018/2019-46	Colton Joint Unified School District RFP No. CJNS-2019-20- GROCERY	Gold Star Foods Inc., Sysco, and Bernard Foods	Grocery Products	7/1/2019-6/30/2020
2018/2019-47	Santa Clarita Valley School 8/2019-47 Food Services Gold Star Foods Inc. Agency RFP No. 1901		Distribution of Direct Delivery USDA Foods for Super Co-Op Member Districts	7/1/2019-6/30/2020

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2018/2019-44, 2018/2019-45, 2018/2019-46, and 2018/2019-47, authorization to utilize piggyback contracts.

FISCAL IMPACT

Unknown.

NE:GJS:AGH:pw

Chino Valley Unified School District Resolution 2018/2019-44

Authorization to Utilize the Pomona Unified School District for the Pomona Unified Collaborative RFP No. 08(18-19)FN With Gold Star Foods Inc. to Purchase Distribution of USDA Foods and Commercial Food Products

Through the Piggyback Contract

WHEREAS, the Board of Education (Board) of the Chino Valley Unified School District (District) has determined that a true and very real need exists to procure distribution of USDA foods and commercial food products for the District;

WHEREAS, Pomona Unified School District for the Pomona Unified Collaborative currently has a piggyback contract, RFP No. 08(18-19)FN, in accordance with Public Contract Code 20118 with Gold Star Foods Inc. that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

WHEREAS, the Board has determined that it is in the best interest of the District to authorize the purchase of distribution of USDA foods and commercial food products through the piggyback contract procured by the Pomona Unified School District for the Pomona Unified Collaborative, RFP No. 08(18-19)FN.

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

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

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of distribution of USDA foods and commercial food products through the piggyback contract originally procured by the Pomona Unified School District for the Pomona Unified Collaborative, RFP No. 08(18-19)FN is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of distribution of USDA foods and commercial food products in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Pomona Unified School District for the Pomona Unified Collaborative, RFP No. 08(18-19)FN.

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

Section 5. Effective Date. This resolution shall be effective as of July 1, 2019, for the term ending June 30, 2020.

APPROVED, **PASSED**, **AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 6th day of June 2019 by the following vote:

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

Chino Valley Unified School District Resolution 2018/2019-45

Authorization to Utilize the Jurupa Unified School District for the Pomona Valley
Co-Op Purchasing Group Bid No. 18-19-12NS
With P&R Paper Supply, Individual Food Service, Sysco, Daxwell,
Interboro Packaging, and Revere Packaging
to Purchase Paper Products
Through the Piggyback Contract

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

WHEREAS, Jurupa Unified School District for the Pomona Valley Co-Op Purchasing Group currently has a piggyback contract, Bid No. 18-19-12NS, in accordance with Public Contract Code 20118 with P&R Paper Supply, Individual Food Service, Sysco, Daxwell, Interboro Packaging, and Revere Packaging, that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

WHEREAS, the Board has determined that it is in the best interest of the District to authorize the purchase of paper products through the piggyback contract procured by the Jurupa Unified School District for the Pomona Valley Co-Op Purchasing Group Bid No. 18-19-12NS.

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

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

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of paper products through the piggyback contract originally procured by the Jurupa Unified School District for the Pomona Valley Co-Op Purchasing Group Bid No. 18-19-12NS is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of paper products in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Jurupa Unified School District for the Pomona Valley Co-Op Purchasing Group Bid No. 18-19-12NS.

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

Section 5. Effective Date. This resolution shall be effective as of July 1, 2019, for the term ending June 30, 2020.

APPROVED, **PASSED**, **AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 6th day of June 2019 by the following vote:

Blair	
Cruz	
Gagnier	
Na	
Schaffer	

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

Chino Valley Unified School District Resolution 2018/2019-46 Authorization to Utilize the Colton Joint Unified School District RFP No. CJNS-2019-20-GROCERY With Gold Star Foods Inc., Sysco, and Bernard Foods to Purchase Grocery Products Through the Piggyback Contract

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

WHEREAS, Colton Joint Unified School District currently has a piggyback contract, RFP No. CJNS-2019-20-GROCERY, in accordance with Public Contract Code 20118 with Gold Star Foods Inc., Sysco, and Bernard Foods that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

WHEREAS, the Board has determined that it is in the best interest of the District to authorize the purchase of grocery products through the piggyback contract procured by the Colton Joint Unified School District RFP No. CJNS-2019-20-GROCERY.

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

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

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of grocery products through the piggyback contract originally procured by the Colton Joint Unified School District RFP No. CJNS-2019-20-GROCERY is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of grocery products in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Colton Joint Unified School District RFP No. CJNS-2019-20-GROCERY.

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

Section 5. Effective Date. This resolution shall be effective as of July 1, 2019, for the term ending June 30, 2020.

APPROVED, **PASSED**, **AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 6th day of June 2019 by the following vote:

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

Chino Valley Unified School District Resolution 2018/2019-47

Authorization to Utilize the Santa Clarita Valley School Food Services Agency RFP No. 1901 With Gold Star Foods Inc.

to Purchase Distribution of Direct Delivery USDA Foods for Super Co-Op Member Districts Through the Piggyback Contract

WHEREAS, the Board of Education (Board) of the Chino Valley Unified School District (District) has determined that a true and very real need exists to procure distribution of direct delivery USDA foods for super co-op member districts for the District;

WHEREAS, Santa Clarita Valley School Food Services Agency currently has a piggyback contract, RFP No. 1901, in accordance with Public Contract Code 20118 with Gold Star Foods Inc., that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

WHEREAS, the Board has determined that it is in the best interest of the District to authorize the purchase of distribution of direct delivery USDA foods for super co-op member districts through the piggyback contract procured by the Santa Clarita Valley School Food Services Agency RFP No. 1901.

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

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

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of distribution of direct delivery USDA foods for super co-op member districts through the piggyback contract originally procured by the Santa Clarita Valley School Food Services Agency RFP No. 1901 is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of distribution of direct delivery USDA foods for super co-op member districts in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Santa Clarita Valley School Food Services Agency RFP No. 1901.

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

Section 5. Effective Date. This resolution shall be effective as of July 1, 2019, for the term ending June 30, 2020.

APPROVED, **PASSED**, **AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 6th day of June 2019 by the following vote:

Blair	
Cruz	
Gagnier	
Na	
Schaffer	

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

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

DATE: June 6, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and

Operations

SUBJECT: NOTICE OF COMPLETION FOR CUPCCAA PROJECTS

BACKGROUND

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

CUPCCAA			Original	Change		Funding
Project	Project Description	Contractor	Quotation	Order	Total	Source
CC2018-35	Adult School Preschool Playground Installation	John Buck dba J2 Builders	\$43,800.00	N/A	\$43,800.00	25
CC2019-08	Briggs K-8 Relocation of Mainline & Irrigation Wires	Hernandez Landscape Co., Inc.	\$23,860.00	N/A	\$23,860.00	21
CC2019-38	Chino Hills HS Pool Smart Pump Control System Replacement	Horizon Mechanical	\$20,820.70	N/A	\$20,820.70	01

Documentation indicating satisfactory completion and compliance with specifications has been obtained from Alex Rivera, Project Manager; and Martin Silveira, Director, Maintenance, Operations, and Construction.

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

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

RECOMMENDATION

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

FISCAL IMPACT

\$20,820.70 General Fund 01. \$23,860.00 to Building Fund 21. \$43,800.00 to RDA Fund 25.

NE:GJS:pw

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

DATE: June 6, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and

Operations

Martin Silveira, Director, Maintenance and Operations

SUBJECT: NOTICE OF COMPLETION FOR CUPCCAA BID 17-18-26I, FORMER

EL RANCHO ES MPR HVAC SYSTEM RETROFIT

BACKGROUND

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

On June 14, 2018, the Board of Education awarded CUPCCAA Bid 17-18-26I, Former El Rancho ES MPR HVAC System Retrofit to Air Control Specialties Inc. All contracted work was completed on October 31, 2018. Contract summary is provided below.

CUPCCAA Bid	Project Description	Contractor	Total Contract	Change Order	Total	5% Retention Amount	Funding Source
17-18-261	Former El Rancho ES MPR HVAC System Retrofit	Air Control Specialties Inc.	\$138,170.00	N/A	\$138,170.00	\$6,908.50	21

Documentation indicating satisfactory completion and compliance with specifications and project requirements has been obtained from the following individuals: Jonathan Campbell, Project Manager; and Martin Silveira, Director, Maintenance and Operations.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Notice of Completion for CUPCCAA Bid 17-18-26I, Former El Rancho ES MPR HVAC System Retrofit.

FISCAL IMPACT

\$138,170.00 to Building Fund 21.

NE:GJS:MS:pw

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

DATE: June 6, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and

Operations

Martin Silveira, Director, Maintenance and Operations

SUBJECT: NOTICE OF COMPLETION FOR CUPCCAA BID 18-19-251,

GLENMEADE ES PLAYGROUND EQUIPMENT INSTALLATION

BACKGROUND

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

On February 21, 2019, the Board of Education awarded CUPCCAA Bid 18-19-25I, Glenmeade ES Playground Equipment Installation to R.E. Schultz Construction, Inc. All contracted work was completed on April 23, 2019. Contract summary is provided below.

CUPCCAA Bid	Project Description	Contractor	Total Contract	Change Order	Total	5% Retention Amount	Funding Source
18-19-251	Glenmeade ES Playground Equipment Installation	R.E. Schultz Construction Inc.	\$130,703.00	N/A	\$130,703.00	\$6,535.15	25

Documentation indicating satisfactory completion and compliance with specifications and project requirements has been obtained from the following individuals: school site administrator; Alex Rivera, Project Manager; and Martin Silveira, Director, Maintenance and Operations.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Notice of Completion for CUPCCAA Bid 18-19-25I, Glenmeade ES Playground Equipment Installation.

FISCAL IMPACT

\$130,703.00 to Capital Facilities Fund 25.

NE:GJS:MS:pw

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

DATE: June 6, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and

Operations

Anna G. Hamilton, Director, Purchasing

SUBJECT: BID 18-19-41F, CHINO HS SITE PREPARATION PHASE

BACKGROUND

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

A Notice to Contractors Calling for Bid 18-9-41F, Chino HS Site Preparation Phase, was Published in the Inland Valley Daily Bulletin on April 11, 2019, and April 18, 2019. Bids were opened at 1:00 p.m. on May 14, 2019. The results are as follows:

Contractor	Bid Amount
Bid Package #1 Demolition, Site Prep, Abatement	2 Bidders
Lee & Stires	\$913,624.00
Bid Package #2 Plumbing, Underground Utilities	4 Bidders
Valley Pipeline	\$177,000.00
Bid Package #3 Electrical, High Voltage, Signal	3 Bidders
RDM Electric	\$323,000.00

The basic scope of work for this project includes abatement and demolition of auto shop building; softball field; little league field in preparation of phase 1; providing temporary construction; water utilities; and site electrical to maintain power to the existing campus during phase 1 project.

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

RECOMMENDATION

It is recommended the Board of Education award Bid 18-19-41F, Chino HS Site Preparation Phase to the following contractors: Bid Package #1 - Lee & Stires; Bid Package #2 - Valley Pipeline; and Bid Package #3 - RDM Electric.

FISCAL IMPACT

\$1,413,624.00 to Building Fund 21.

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

DATE: June 6, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Richard Rideout, Assistant Superintendent, Human Resources

Frank Arce, Director, Human Resources Isabel Brenes, Director, Human Resources

SUBJECT: CERTIFICATED/CLASSIFIED PERSONNEL ITEMS

BACKGROUND

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

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

RECOMMENDATION

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

FISCAL IMPACT

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

NE:RR:FA:IB:mcm

CERTIFICATED PERSONNEL

NAME POSITION LOCATION EFFECTIVE DATE

CERTIFICATED MANAGEMENT PERSONNEL FOR THE 2018/2019 SCHOOL YEAR

RESIGNATION

DANIELS VALDEZ, Gloria Program Specialist Special Education 06/11/2019

CERTIFICATED PERSONNEL FOR THE 2018/2019 SCHOOL YEAR

RETIREMENTS

Elementary Teacher	Borba ES	06/01/2019
Instructional Coach	Cattle ES	06/01/2019
Intervention Teacher	Chaparral ES	06/01/2019
Elementary Teacher	Cortez ES	06/03/2019
Elementary Teacher	Dickey ES	06/01/2019
Elementary Teacher	Dickson ES	06/01/2019
Elementary Teacher	Marshall ES	06/01/2019
Elementary Teacher	Newman ES	06/01/2019
Special Education Teacher	Magnolia JHS	06/01/2019
Elementary Teacher	Briggs K-8	06/01/2019
Elementary Teacher	Cal Aero K-8	06/28/2019
Math Teacher	Ayala HS	06/01/2019
School Nurse	Health Services	04/01/2019
Child Development Teacher	Health Services	06/01/2019
	Instructional Coach Intervention Teacher Elementary Teacher Elementary Teacher Elementary Teacher Elementary Teacher Elementary Teacher Elementary Teacher Special Education Teacher Elementary Teacher Elementary Teacher Elementary Teacher School Nurse	Instructional Coach Intervention Teacher Chaparral ES Elementary Teacher Cortez ES Elementary Teacher Dickey ES Elementary Teacher Dickson ES Elementary Teacher Marshall ES Elementary Teacher Newman ES Special Education Teacher Magnolia JHS Elementary Teacher Elementary Teacher Cal Aero K-8 Math Teacher Ayala HS School Nurse Health Services

RESIGNATION

OLIVER, Tricia	Elementary Teacher	Butterfield Ranch ES	06/01/2019
PERA, Belma	Instructional Coach	Liberty ES	06/28/2019
BASHAM, Kaitlyn	Elementary Teacher	Walnut ES	06/30/2019
CANEDO, Jessica	Special Education Teacher	Walnut ES	05/31/2019
SABBARA, Dana	Special Education Teacher	Ayala HS	05/31/2019
VANDEN BOSCHE, Taylor	Biology Teacher	Chino Hills HS	06/30/2019
LIZER, Toby	English Teacher	Don Lugo HS	05/31/2019

<u>NAME</u>	POSITION	<u>LOCATION</u>	EFFECTIVE DATE
PLACED ON 39 MONTH RI	E-EMPLOYMENT LIST		
MALEY, Michael	Secondary Teacher	Canyon Hills JHS	05/09/2019
APPOINTMENT - EXTRA [DUTY		
HARTMAN, Chadd (NBM) ALFARO, Joaquin (NBM) AVILA, Bryce (NBM) BARD, Gregory (NBM) BATY, James BRUNIER, Grant (NBM) CEDERGREN, Andrew CORDTS, Michael (NBM) GILLETT, Michael (NBM) JONES, Tanner (NBM) LAING, LeGrand (NBM) LY, Robert (NBM) MARIN, Oscar (NBM) MARIN, Oscar (NBM) WOODEN, Elizabeth (NBM) YOUNG, Jeffrey (NBM) CRASK, Madison (NBM) HULME, Christopher (NBM) JONES, Tanner (NBM) LAWRENCE, Kevin (NBM) LOBO, Frank (NBM) MONTERONE, Andee MURILLO, Daniel (NBM) MURILLO, Joseph (NBM) BLAKEY, Katherine (NBM) GILLELAND, Anthony (NBM) HARRIS, Britt (NBM) KREISS, Kimberly LOPEZ, Jennifer (NBM) ROY, Alejandro (NBM) SOUTHWORTH, Michael (NBM) ARAMBULA, Lindsay (NBM) CARPIO, Kevinz (NBM) DUARTE, Tass (NBM) TENG, Lyle (NBM)	Band (B) Football (B) Wrestling (B) Softball (B) Football (B) Wrestling (B) Football (B) Water Polo (B) Football (B) Band (B) Volleyball (B) Band (B) Football (B) Football (B) Volleyball (B) Softball (B) Volleyball (B) Softball (B) Volleyball (B) Softball (B) Water Polo (B) Band (B) Football (B) Band (B) Band (B) Band (B) Football (B) Softball (B) Cross Country (B) Band (B) Football (B) Football (B) Football (B) Softball (B) Football (B) Band (B) Football (B) Football (B) Band (B) Football (B) Football (B) Football (B) Band (B) Football (B)	Townsend JHS Ayala HS Chino HIlls HS	06/07/2019 06/07/2019
WROTH, Christen (NBM)	Band (B)	Don Lugo HS	06/07/2019

NAME	POSITION	LOCATION	EFFECTIVE DATE	
APPOINTMENT - EXTRA	DUTY - ACTIVITIES			
COLLINS, Celia	Jr. High Renaissance Advisor	Briggs K-8	04/17/2019	
DONOHO, Julie	Elementary Stipend: Science Club	Briggs K-8	04/17/2019	
		TOTAL:	\$419.70	
DELETE – EXTRA DUTY –	ACTIVITIES			
WEINSTEIN, Danielle	Jr. High Renaissance Advisor	Briggs K-8	04/16/2019	
WEINSTEIN, Danielle	Elementary Stipend: Science Club	Briggs K-8	04/16/2019	
		TOTAL:	\$419.70	
APPOINTMENT- EXTRA D	OUTY – DEPARTMENT CHAI	<u>R</u>		
ENCARNACION, Danielle	Dept. Chair Science	Briggs K-8	04/17/2019	
		TOTAL:	\$204.90	
DELETE – APPOINTMENT	– EXTRA DUTY – DEPARTN	IENT CHAIR		
WEINSTEIN, Danielle	Dept. Chair Science	Briggs K-8	04/16/2019	
		TOTAL:	\$204.90	
APPOINTMENT - SUMME	APPOINTMENT - SUMMER SCHOOL TEACHERS			
BEARD, Daura MONTIEL, Maria NEWCOMB, James STARICKA, Damian VERGARA, Sandra GIBBONS, Mary Beth	English Social Science Social Science Science Math Integrated Math 2	Buena Vista HS Buena Vista HS Buena Vista HS Buena Vista HS Buena Vista HS Chino HS	06/07/2019 06/27/2019 06/07/2019 06/07/2019 06/07/2019 06/27/2019	

NAME POSITION LOCATION EFFECTIVE DATE

HIRED AT APPROPRIATE PLACEMENT ON THE CERTIFICATED SALARY SCHEDULE AND APPROPRIATE CREDENTIAL FOR THE 2019/2020 SCHOOL YEAR

DEMING, Abigail	Special Education Teacher	Eagle Canyon ES	08/06/2019
NORBERG, Ciara	Special Education Teacher	Walnut ES	08/06/2019
GUTIERREZ, Luise	Elementary Teacher	Cal Aero K-8	07/05/2019
DICE, Jeffrey	Special Education Teacher	Woodcrest JHS	08/06/2019
MARTINEZ, Elizabeth	ESL Teacher	Adult School	07/08/2019
PEREZ, Peter	ESL Teacher	Adult School	07/08/2019
ONATE, Jaime	School Psychologist	Special Education	08/05/2019
VARGHESE, Suvin	School Psychologist	Special Education	08/05/2019

RETIREMENTS

MURILLO, Diane Math Teacher Chino HS 08/10/2019 (22 years of service)

RESIGNATIONS

ESSIG, Kristyn Special Education Teacher Woodcrest JHS 07/03/2019 UY, Erica Special Education Teacher Ayala HS 07/01/2019

APPOINTMENT-PEER ASSISTANCE AND REVIEW (PAR) SUPPORT PROVIDER 2019/2020

CISNEROS-ALBA, Melissa	PAR Provider	Butterfield Ranch ES	07/01/2019
HOFMANN, Susan	PAR Provider	Chaparral ES	07/01/2019
ARREY, Amanda	PAR Provider	Eagle Canyon ES	07/01/2019
DAVIS, Nuria	PAR Provider	Briggs K-8	07/01/2019
AVILA, Lawrence	PAR Provider	Townsend JHS	07/01/2019
BARTMAN, Wendy	PAR Provider	Chino HS	07/01/2019
STOW, Paula	PAR Provider	Chino Hills HS	07/01/2019
DELORIA, Denise	PAR Provider	Special Education	07/01/2019
LACKEY, Teresa	PAR Provider	Special Education	07/01/2019

<u>APPOINTMENT OF CERTIFICATED SUBSTITUTES EFFECTIVE JULY 1, 2019, THROUGH</u> JUNE 30, 2020

AGUILAR, Genisse	AIRD, Kimberley	ALDECOA, Corryna
ANDERSON, Joanne	ANDERSON, Kevin	ANDERSON BELL, Mary
ANDRADE, Darlene	ANDRADE Jr., Roberto	ANTUNA, Charles
AQUINO, Savannah	ARAIZA, Solmyra	ARCHIBALD, David
ARELLANO, Alex	BABUNDO, Christopher	BAGWELL, Brianne
BAHL, Sunita	BALARA, Donna	BANUELOS, Marisela

<u>APPOINTMENT OF CERTIFICATED SUBSTITUTES EFFECTIVE JULY 1, 2019, THROUGH JUNE 30, 2020 (cont.)</u>

BARBATO, Kalie BEARDEN, Kristina BEYER, Cynthia BLOCKER, Beverly BRAMBILA, Luis BRUMBAUGH, Kara CALLES, Scott CARLSON, Ashley CARROLL Jr., Richard CENTENO, Rosalinda CERVANTES, Michael CHAVEZ, Maria CRISS, Stacey CUNNINGHAM, Julie DELUNA, Leticia DILLINGHAM, Dawn DUFFIELD, Jennifer EARLS, Brian EGUINO, Stephanie ENRIQUEZ, Jaclynn FRAMAN, Louise GARCIA, Davina GIBBONS, Emilee GLEESON, Megan GONZALES, Brittany GOVEA, Rebecca GREENWOOD, Joyce GUTIERREZ, Luise HARBOUR, Sydney HARRIS, Toni HAYNES, Preciosa HERNANDEZ, Monica HOLDER, Beverly HOPE, Susan HUNTER, Nichole INIGUEZ, Pablo JEWETT, Michelleann JOHNSON, Jeff KAHN, Lizbeth KOOISTRA, Shannon KUHN, Candace LARA, Rafael LEMOINE, Maurice LOMASNEY, Michelle

BARTHOLIO, Carol BECERRIL, Alberto BLACK, Carrie BONILLA, Laura BROWN, Brian BUENCONSEJO, Tina CAMPOS, Maria CARMONA, Alicia CASILLAS, Leslie CEPEDA, Jesus CHAN, Olivia CHAVEZ, Michael CSABANE, Maria DAIN, Daniel DENNIS, Scott DINNEWETH, Melanie **DUPREE**, Nicholas ECHEGARAY, Michelle EICHMANN, Julie FILPI, Tandi FRANCO, Lilia GARCIA ROLON, Lisandra GIBO, Paige GOMEZ, Kristin GONZALES, Grace GRAHAM, Debra GUILLEMET, Kyle HAAGSMA, Richard HARDEN, Trevor HARTE-PARKER, Denise

HICKS, Sharon
HOLLINS, Pamela
HOWARD, Carole
HYUN, Alex
IRONS, Elizabeth
JOHANSSON, Stephanie
JOHNSTON, Randy
KIRWAN, Holly
KREUTZER, Jenifer
LACHICA, Ezella
LAROSA, Joseph
LINDEMULDER, John
LONG, David

HAZELTON, Susan

BAYER, Jessica BELL, Jacalyn BLANK, Charles BRAMBILA, Jose

BROWN-VILLALOBOS, Jamie

BURDA, Kristen CARKHUFF, Suzanne

CARO, Anthony

CASTANEDA, Hannah CERVANTES, Anna CHANDLER, Amelia CHEEMA, Mandeep CUEVAS, Irene DELGADO, Sara DEVILLEZ, Susan DONEGAN, Sherrie DUPREY, Joy EDWARDS Julie

EDWARDS, Julie ELEYAE, Glory FOX, Kathryn GALVEZ, Raquel GARDNER, Gayla GILMAN, Rhonda GOMEZ, Marily

GONZALEZ-BERMEJO, Beatriz

GREEN, Gregory
GUPTA, Parag
HALL, Megan
HARDING, Karen
HAYHURST, Kourtney

HENRY, Linda HIRCHAG, Nancy HONG, Sylvia HUANG, Allen

INDABURU, Christian

JAMES, Maria JOHN, Justin JOLINE, Daniel KLEPPE, Lee

KREUTZER Jr., James LANGRELL, Rachel LEMOINE, Luisa LOERA, Jessica LORDS, Kristina

<u>APPOINTMENT OF CERTIFICATED SUBSTITUTES EFFECTIVE JULY 1, 2019, THROUGH JUNE 30, 2020 (cont.)</u>

LYCKLAMA, Tania MALIXI, Jennifer MARTINEZ, Elizabeth MATTSON, Amy MCPHEETERS, Denise MESA, Brian MIHELICH, Dennis MORALES, Elisa MORENO, Matthew NAKAMA, Tori NELSON, Alvson NGUYEN, Minh Truong OCHOA, Briana OWENS, Jonathan PARRELL, Jessica PETERSON, Madeline PITASSI, Rozanna PRESCOTT. Janet RAMIREZ, Sharon RANGEL, Rudy RIGHETTI, Kim ROBERTS, Melissa ROMERO, Briana SANCEAU, Sonia SCHLERF. Jennifer SEGOVIANO, Gabriella SHERMAN, Sharon SILVA, Joshua SIMS, Melvin SPRAGUE, Ciara STEAR, Eileen TALAMANTE, Jordan TOGNETTI, Carolynn TRAN, Hoang Phuong VALENZUELA. Nicole VARELA, Allen VELARDE, Cristina WAITE, Madison WEIK, Sarah WHITE, Justin YARDLEY, Lorraine ZIMMERMAN, Janet

LYND, Jessie Rose MARAGNI, Paul MARTINEZ, Roselle MAYFIELD, Christopher MEDINA, Marisol MESERVE, Judith MILLER, Jeffrey MORAN, Cynthia MORENO SANDOVAL, Denise NAVARRO, Stella NELSON, Patricia NIOTTA, Skyler OLIVER, Veronica PARKER, Grant PATTERSON, Julie PIKE, William PONNALURI, Sirisha QUESADA. Bobbi RAMIREZ, Yessenia REHRER, Katrina RIGO, Lisa ROJAS, Edaid RUSSELL, Ashley SANDERS, Branden SCHNEIDER. Gena SHAMMAS, Catherine SHIGENAGA, Dana SILVA, Maria SNIDER, Olga STAAB, Stacy STOEHR, Conchita TAN, Celine TORRES, Daisy TRAN TRUONG, Nhat Phuong VALERO, Jennifer VASHISHT, Ruchika VERDUSCO, Alexandra WALLACE, Rhonda WENGER, Steven

MALDONADO, Mariana MARTINEZ, Carmen MARTY, Megan MCCAULEY, Kathleen MEDINA, Sofia MIHALOW, Paula MOET, Camille MORENO, Maricela MORGAN, Janet NEHMENS, Amy NESTER, Kaylie O. Sarah OSORNIO, Cruz Fernando PARRA-MATTHEWS, Jose PEARL, Vicki PIRES, Betty POTTER, Harold RAMIREZ, Christina RAMSEY, Susan RICHARD, Teresa RIGO, Starlyn ROMAN, Alexis SALAZAR, Cynthia SANDOVAL, Ana SCHROEDER, Lori SHELBY, Whitney SHUMAKER, Sonia SILVEIRA, Allisson SOLORIO, Antoinet STEAR, Christine SUHENDRA, Elzagitha TATUM, Esmeralda TORRES, Tammy TROUT, Carol VALLES. Quintan VASQUEZ, Patricia VODOLA, Nikki WALLACE, Richard WERNER, Heather WHITE, Rayna YSAIS-PORTUGAL, Catherine

WHITE, Lauren

YOUNG, Devan

CLASSIFIED PERSONNEL

NAME POSITION LOCATION **EFFECTIVE** DATE

HIRED AT THE APPROPRIATE PLACEMENT ON THE CLASSIFIED SALARY SCHEDULE

<u>APPOINTMENT</u>

RIVERA, Alicia KUDER, Mallory	IA/Special Education (SELPA/GF) IA/Special Education/SH (SELPA/GF)	Borba ES Cal Aero K-8	08/12/2019 06/07/2019
BRIONES, Steven	Custodian I (GF)	Cattle ES	06/07/2019
MION, Robin	School Secretary I (GF)	Eagle Canyon ES	06/07/2019
KING, Shannon	Elementary Library/Media Center Assistant (GF)	Oak Ridge ES	08/19/2019
ULLOA, Antonia	Bilingual Typist Clerk I (C)	Magnolia JHS	06/07/2019
LOWENSTEIN, Laura	Playground Supervisor (GF)	Townsend JHS	08/12/2019
ORTEGA, Selena	Central Kitchen Assistant I (NS)	Woodcrest JHS	08/09/2019
COGBURN, Dana	Nutrition Services Assistant II (NS)	Don Lugo HS	08/10/2019
PARIS, Andre	Technology Technician (GF)	Technology	06/07/2019
HALL, Kimberly	Bus Driver (GF)	Transportation	06/07/2019

PROMOTION

BARRAZA, Angie	FROM: Bilingual Typist Clerk I (C)	Cortez ES	08/01/2019
	2 F has 1200 weeks do so and		

3.5 hrs./200 work days and School Community Liaison (C) 2 hrs./175 work days

TO: Attendance Clerk (GF) Canyon Hills

8 hrs./195 work days JHS

LOCKMAN, Beverly FROM: School Secretary I (GF) Country Springs 06/28/2019 ES

8 hrs./215 work days

TO: Administrative Secretary I Elementary CSEA (GF) Curriculum

8 hrs./261 contract days

RAYGOZA, Nereyda FROM: Assistant Principal Chino HS 07/01/2019

Secretary (GF)

8 hrs./213 work days

TO: Personnel Clerk III (GF) Human 8 hrs./261 contract days Resources

CHANGE OF ASSIGNMENT

Glenmeade ES LOPEZ, Carla FROM: Playground Supervisor (GF) 08/10/2019

1.5 hrs./180 work days

TO: Nutrition Services Assistant II (NS) Chino Hills HS

3 hrs./181 work days

CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	POSITION	LOCATION	EFFECTIVE DATE	
INCREASE HOURS/DAYS				
STOUTE, Brenda	FROM: Bilingual Typist Clerk I (C/GF) 5 hrs./201 work days TO: Bilingual Typist Clerk I (C/GF) 6 hrs./201 work days	Dickson ES	07/01/2019	
BABEY, Jessica	FROM: IA/Childhood Ed (CDF) 2.5 hrs./180 work days	Hidden Trails FC	07/01/2019	
	TO: IA/Childhood Ed (CDF) 2.75 hrs./180 work days	Hidden Trails FC		
LOPEZ, Evelyn	FROM: IA/Childhood Ed (CDF) 3 hrs./180 work days	Hidden Trails FC	07/01/2019	
	TO: IA/Childhood Ed (CDF) 3.6 hrs./180 work days	Hidden Trails FC		
JOHNSON, Vanessa	FROM: Childcare Specialist (CDF) 2.75 hrs./180 work days	Newman FC	07/01/2019	
	TO: Childcare Specialist (CDF) 2.75 hrs./261 contract days	Newman FC		
APPOINTMENT - SUPPLE	MENTAL INSTRUCTION - SUMME	R SCHOOL		
HUERTA, Gina	Secondary Library/Media Center Assistant (SS)	Ayala HS	06/06/2019	
VERA, Nubia	Secondary Library/Media Center Assistant (ss)	Chino HS	06/06/2019	
CHUC, Nancy HORTA-BARSAMIAN, Sandra	Playground Supervisor (ss) IA/Special Education/SH (ss)	Chino Hills HS Special Education	06/06/2019 06/06/2019	
LEWIS, Ryan	IA/Special Education/SH (SS)	Special Education Special Education	06/06/2019	
MCGOWAN, Brandy OCAMPO-BARRAGAN, Martha	IA/Physical Education (ss) IA/Special Education/SH (ss)	Special Education	06/06/2019 06/06/2019	
RELEASE OF PROBATIONARY EMPLOYEE WITHOUT PREJUDICE				
Employee #00129 Employee #26606			05/20/2019 05/22/2019	
RESIGNATION				
HARGROVE, Stephanie RUTHERFORD, Andrew	IA/Childhood Education (CDF) Network Support Technician (GF)	Dickey SOAR Technology	05/30/2019 06/05/2019	

CLASSIFIED PERSONNEL (cont.)

NAME POSITION LOCATION EFFECTIVE
DATE

RETIREMENT

JOHNSON, Karen IA/Special Education (SELPA/GF) Magnolia JHS 06/01/2019

(25 Years of Service)

<u>APPOINTMENT OF SHORT-TERM EMPLOYEES EFFECTIVE APRIL 1, 2019, THROUGH</u> JUNE 30, 2019

DE LA TORRE, Roxana IA/Special Education/SH Chaparral ES

<u>APPOINTMENT OF CLASSIFIED SUBSTITUTES EFFECTIVE JULY 1, 2019, THROUGH JUNE 30, 2020</u>

ARTUKOVICH, Denise AVITIA, Kathy BAEZA, Mario CABEBE, Michael CHAMBERS, Danielle DELGADO, Linda DEMARCO, Janelle DROZD, Jennifer GARCIA, Jacqueline GARZA. Lisa Marie GONZALES Jr., Steven GONZALEZ, Maria GORDON, Diane GUAJARDO, Racine LOPEZ, Lorraine LORUSSO, Elizabeth MAGALLANES, David MCCOLLUM, Amy MEZA, Mary PROUDFIT, Linda RAMAN, Padma REYNA. Yolanda ROBERSON, Corina ROSALEZ Jr., Victor SANCHEZ, Gardenia SANCHEZ, Marc SANTANA, Alejandra SCHMIDT, Karen SIMS, Mariah SLEGERS, Gwenda TOOLE, Cailee TRIVEDI, Namrata TRUJILLO, Joselyn VISTA, Sontri WARD, Claudia YAMAS, Christina

(504) = Federal Law for Individuals with Handicaps

(ACE)= Ace Driving School(ABG)= Adult Education Block Grant(ASB)= Associated Student Body(ASF)= Adult School Funded(ATE)= Alternative to Expulsion

(B) = Booster Club

(BTSA) = Beginning Teacher Support & Assessment (C) = Categorically Funded

(CAHSEE) = California High School Exit Exam
(CC) = Children's Center (Marshall)
(CDF) = Child Development Fund
(CSR) = Class Size Reduction

(CVLA) = Chino Valley Learning Academy

(CWY) = Cal Works Youth

(E-rate) = Discount Reimbursements for Telecom.

(G) = Grant Funded (GF) = General Fund

(HBE) = Home Base Education (MM) = Measure M – Fund 21

(MAA)= Medi-Cal Administrative Activities(MH)= Mental Health - Special Ed.(NBM)= Non-Bargaining Member(ND)= Neglected and Delinquent(NS)= Nutrition Services Budget(OPPR)= Opportunity Program(PFA)= Parent Faculty Association

(R) = Restricted

(ROP) = Regional Occupation Program

(SAT) = Saturday School

(SB813) = Medi-Cal Admin. Activities Entity Fund (SELPA) = Special Education Local Plan Area

(SOAR) = Students on a Rise (SPEC) = Spectrum Schools (SS) = Summer School (SWAS) = School within a School (VA) = Virtual Academy

(WIA) = Workforce Investment Act

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

DATE: June 6, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Richard Rideout, Assistant Superintendent, Human Resources

Whitney Fields, Director, Risk Management and Human Resources

SUBJECT: REJECTION OF CLAIM

BACKGROUND

Claim 19-05-04 was submitted on May 8, 2019, by Steven M. Rodriguez Jr., a member of the public. Claimant alleges damage to the windshield of his vehicle while attending a basketball event during school hours at Don Lugo HS. The vehicle was parked in the site parking lot. Claimant seeks reimbursement for damages to the windshield in the amount of \$159.97.

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 claim and refer it to the District's insurance adjuster.

FISCAL IMPACT

Unknown at present.

NE:RR:WF:lag

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

DATE: June 6, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Richard Rideout, Assistant Superintendent, Human Resources

Frank Arce, Director, Human Resources Isabel Brenes, Director, Human Resources

SUBJECT: AFFILIATION AGREEMENT FOR HEALTH FAIRS/SCREENINGS

AND TEAM SPORTS PHYSICAL EXAMINATION WITH WESTERN

UNIVERSITY OF HEALTH SERVICES

BACKGROUND

The Western University of Health Services is a California non-profit public benefit corporation. The Chino Valley Unified School District (CVUSD) has an opportunity to establish an affiliation agreement with the university to provide health fairs and/or screenings and team sports physical examinations to CVUSD students and the parents and/or guardians of CVUSD students.

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

RECOMMENDATION

It is recommended the Board of Education approve the affiliation agreement for health fairs/screenings and team sports physical examination with Western University of Health Services.

FISCAL IMPACT

None.

NE:RR:FA:IB:mcm

AFFLIATION AGREEMENT

This affiliation agreement ("Agreement") is made and entered into effective April 22, 2019 ("Effective date") by and between the following parties ("Parties"): Western University of Health Sciences (WESTERNU), a California non-profit public benefit corporation, and Chino Valley Unified School District (CVUSD), a public agency of the State of California.

RECITALS

Whereas, under the California Education Code, the governing board of any school district is authorized to enter into agreements with any university or college accredited by the proper accrediting agency to provide health fairs and/or screenings and team sports physical examinations ("Services") to CVUSD students and the parents and/or guardians of CVUSD students; and

Whereas, WESTERNU operates a fully-accredited educational program for its graduate students; and

Whereas, it is to the mutual benefit of WESTERNU's and CVUSD to collaboratively organize and conduct health fairs and team sports physical exams (as specifically defined within) benefiting CVUSD' student population.

Now, therefore, in consideration of the mutual consents contained herein, the parties hereto agree as follows:

I. <u>Term</u>: The Affiliation will commence on May 6th, 2019 and continue through June 30th, 2022. At the expiration of the initial term, it shall renew on July 1st, 2022 and on each annual anniversary of the Affiliation thereafter, the Affiliation will automatically renew for an additional twelve-month (12-month) term unless and until either party provides the other party written notice of its intent not to renew the Affiliation at least thirty (30) days before the expiration of the then-current term.

II. <u>Description of Services</u>:

- a. Health Fairs and/or Screenings: WESTERNU, through the efforts of its faculty and graduate students, and in coordination with delegated officials at CVUSD, will jointly provide CVUSD students and/or parents and/or guardians of CVUSD students with the health screenings. The services provided by the WESTERNU's faculty and graduate students at the health fairs and/or screenings may be given with a good faith effort to provide a variety of screenings based on availability of resources and staff that will be limited to the following non-invasive basic health assessment services:
 - i. Blood glucose screenings;
 - ii. Cholesterol screening;
 - iii. Blood pressure screenings;

- iv. Body mass index screening;
- v. Bone density screening;
- vi. Hip to waist ration screening;
- vii. Flexibility/strength/balance screening;
- viii. Foot screening;
- ix. Medication review/counseling (with parents);
- x. Administration of immunizations, as appropriate; and
- xi. Counsel students/parents on preventive health measures
- b. Team Sports Physical Examinations: WESTERNU, through the efforts of its faculty and graduate students, and in coordination with delegated officials at CVUSD, will jointly provide CVUSD students who participate in team sports with physical exams. The services provided by the WESTERNU's faculty and graduate students at these events may be given with a good faith effort to team sports physical examinations based on availability of resources and staff are limited to the following non-invasive basic health assessment services:
 - i. Review and assess student's current student health record;
 - ii. Vital signs (temperature, pulse, blood pressure, height, weight);
 - iii. HEENT: Head, eyes (visual acuity and EOMs), ears, nose, & throat, to include screening of vision and/or hearing;
 - iv. Physical examination, (e.g., listen to the heart & lungs, palpating the abdomen, hernia checks);
 - v. Assess range of motion; and
 - vi. Neurological and musculoskeletal assessments.
- c. Limitations: This Agreement does not apply to dental or vision screenings.

Advance Notice: WesternU will endeavor to satisfy all requests for scheduling of health fairs, screenings, or sports physical examinations subject to resources and availability of staff and/or graduate students.

- III. Fees. WESTERNU and the CVUSD have agreed that WESTERNU will not bill either the school district, the student, the parent/guardian, the student's health insurance or a third party for all Services performed by WESTERNU faculty/students under this Agreement.
- IV. <u>Parental Consent:</u> CVUSD will obtain parents or guardians written informed consent prior to providing any screening, evaluation, or treatment to any CVUSD student.
- V. <u>Health History:</u> CVUSD is responsible for ensuring that each parent/guardian has completed the Pre-Participation Physical Evaluation History, provided to CVUSD by WESTERNU, prior to the scheduled offering of Services under this Agreement. This form is attached hereto as Exhibit "A".
- VI. <u>Appropriate Screening Areas</u>: CVUSD shall make available to WESTERNU, as necessary and to the extent reasonably possible, facilities suitable for the confidential nature of

the Services to be provided hereunder. In the event CVUSD's facilities are not available or appropriate at a given time for a CVUSD Student receiving Services hereunder, CVUSD shall make arrangements with WESTERNU for a suitable alternative location approved by CVUSD's designee in his/her sole and absolute discretion.

- VII. <u>Supplies</u>: WesternU will provide the necessary supplies related to health fairs, screenings, and sports physicals. The school district will be responsible for providing the necessary hygiene stations, e.g., bathrooms and ability to wash hands with soap and water, and areas that will afford the necessary privacy needed to perform various types of screenings and physical examinations.
- VIII. Health Insurance Portability and Accountability Act ("HIPAA"): In accordance with the Health Insurance Portability and Accountability Act and the associated HIPAA regulations (45 CFR Parts 160 and 164), the parties to this Agreement shall establish and implement appropriate safeguards for any Protected Health Information (as defined under HIPAA) that may be created, received, used or disclosed by them in connection with the Services and this Agreement.
- IX. <u>Family Educational Rights and Privacy Act (FERPA)</u>: CVUSD will maintain records of physical examinations in accordance with applicable FERPA regulations.
- X. <u>Selection of WESTERNU Participants</u>: WesternU shall be solely responsible for the selection of students and/or faculty who participate in the Services provided under this agreement. In discharging this responsibility, WesternU shall provide the following assurances:
 - a. Supervision or Direction of Graduate Students: When graduate students are participating in Services, a qualified WesternU faculty member shall be readily available at all times.
 - b. Professional Licensure: WesternU will ensure that its faculty providers will maintain all applicable licenses, and comply with all local, state and federal laws, statutes and regulations applicable to its practice through the duration of this Agreement.
 - c. Fingerprinting: WesternU and its participating faculty and/or graduate students, shall comply with all requirements related to fingerprinting prior to any contact with any CVUSD Students, including, without implied limitation, prior to coming onto CVUSD's school grounds or having any contact with CVUSD Students in locations other than CVUSD school grounds.
 - d. Criminal Background Check: In accordance with applicable law, WesternU shall conduct a criminal background check on each of the participating faculty and/or graduate students under this Agreement. Each background check shall be conducted by PreCheck Background Screening or by Live Scan Fingerprint Services. Upon receipt of such background checks, WESTERNU shall provide the certification attached to this Agreement as Exhibit "B".
 - e. **TB Clearance**: Prior to permitting any WESTERNU faculty and/or graduate students of access to any CVUSD Student under the terms of this Agreement, WESTERNU shall require each participating faculty and/or graduate students, to

- submit evidence of an examination within the past three hundred sixty-five (365) days to determine that he or she is free of active tuberculosis. WESTERNU shall submit a Tuberculosis Clearance Certificate to CVUSD in the form attached hereto as Exhibit "C".
- f. Confidentiality: WESTERNU faculty and graduate students shall maintain the confidentiality of all information and records received in the course of providing the Services, in accordance with the provisions of applicable federal and state statutes and regulations. This Section shall not be construed as prohibiting either party hereto from disclosing information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligations and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure.
- g. Child Abuse Reporting: WESTERNU warrants and represents to CVUSD that its participating faculty and/or graduate students are familiar with and agree to adhere to child abuse reporting obligations and procedures under applicable California law. WESTERNU shall provide annual training to all its employees regarding mandated reporting of child abuse. WESTERNU warrants and represents that unless prohibited by law, WESTERNU shall submit immediately, and no later than within twenty-four (24) hours, by facsimile and mail, an accident or incident report to CVUSD when it becomes aware of reportable circumstances, including, but not limited to, allegations of molestation or child abuse, pertaining to CVUSD students receiving Services from WESTERNU pursuant to this Agreement.
- XI. <u>Insurance</u>: Each party shall, at its own expense, procure and maintain for the duration of this Agreement appropriate insurance according to the following:
 - a. General Liability: This policy shall bear a per occurrence limit of no less than One Million Dollars (\$1,000,000.00) and Three Million Dollars (\$3,000,000.00) aggregate. This coverage must include personal injury and contractual liability coverage. WESTERNU is to be named as additional insured.
 - Professional Liability: This policy shall bear an amount of no less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate.
 - c. Worker's Compensation: This policy shall bear a coverage amount according to applicable statutory limits.
 - d. Sexual Abuse and Molestation Liability: If required by applicable state law, each party shall procure and maintain for the duration of this Agreement sexual abuse and molestation liability insurance providing for limits of no less than Three Million Dollars (\$3,000,000.00) per occurrence.
 - e. Other Policies: Each party shall ensure that they have adequate coverage either from policies specifically stated herein or another insurance policy that protects against claims for injuries to persons or damage to property which may arise from or in connection this Agreement.
 - f. **Proof of coverage:** Must be provided no later than five (5) business days after the execution of this Agreement.

- XII. <u>Indemnification</u>: Both parties agree to defend, indemnify and hold each other, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for bodily/personal injury (including death), property damage or other harm resulting from a breach of either parties obligations under the provisions of this Agreement, or any other negligent, illegal or tortuous acts or omissions of either parties officers, agents, employees, subcontractors or independent contractors (hired by WESTERNU). Both parties agree that upon receipt of any and all notices of such referenced causes of actions, claims, demands, costs or judgments arising out of the activities to be carried out pursuant to this Agreement, the party receiving such notice will notify the other party promptly.
- XIII. <u>Non-Discrimination:</u> Neither party shall differentiate or discriminate in performing services to students on the basis of race, color, national origin, ancestry, sex, marital status, age or on any other basis prohibited by applicable law.
- XIV. <u>Termination:</u> Either party may terminate the Agreement by providing the other party with at least thirty (30) days' prior written notice. Either party may terminate this Agreement immediately upon the occurrence of any one of the following events:
 - a. Breach of this Agreement by the other party where the breach is not cured within ten (10) calendar days after the non-breaching party gives written notice of the breach to the breaching party; or
 - b. Failure by a party to maintain the insurance required under this Agreement.
- XV. Relationship of the Parties. The relationship of WESTERNU and CVUSD is that of independent contractors. Nothing in this Agreement creates a joint venture, partnership or agency relationship of any kind between WESTERNU and CVUSD.
- XVI. Non-Exclusivity. Nothing in this Agreement is intended or should be construed as creating an exclusive arrangement between the WESTERNU and CVUSD. This Agreement does not restrict WESTERNU or CVUSD from affiliating with other school districts or health services providers.
- XVII. <u>Amendments</u>. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective.
- XVIII. Entire Agreement. This Agreement and the attached amendments set forth the entire understanding of the parties hereto with respect to the subject matter hereof. Any and all previous agreements and understandings between or among the parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement.
- XIX. <u>Notices</u>. Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given (a) on the date established by the sender as having been delivered

personally, (b) on the date delivered by a private courier as established by the sender by evidence obtained from the courier, (c) on the date sent by facsimile, with confirmation of transmission, if sent during normal business hours of the recipient, if not, then on the next business day, or (d) on the fifth (5th) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications, to be valid, must be addressed as follows:

If to WESTERNU, addressed Western University of Health Sciences

to:

309 E. Second Street Pomona, CA 91766-1854

Attention: University Compliance

Office

Phone:

909-706-3871

Fax:

909-706-3785

If to CVUSD, addressed to:

Chino Valley Unified School District

Attention: Dr. Norm Enfield

5130 Riverside Drive Chino,

CA. 91710

Phone:

909-628-1202

- XX. Assignment. This Agreement shall not be assigned or transferred by any party without the prior written consent of the other party.
- XXI. No Third Party Beneficiaries. No provision of this Agreement is intended to confer upon any person other than the parties hereto any rights or remedies hereunder.
- XXII. Compliance with Laws. The parties shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments, applicable to the performance of this Agreement.
- XXIII. Governing Law. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of California.

If the foregoing terms are acceptable to Chino Valley Unified School District, please countersign this below and return a copy to the Western University of Health Sciences, Compliance Office.

AGREED AND ACCEPTED THIS DAY OF	, 2019
Chino Valley Unified School District	
Ву:	
Name:	
Its:	
AGREED AND ACCEPTED THIS 3rd DAY OF May	2019
WESTERN UNIVERSITY OF HEALTH SCIENCES	
By: Asy M Guzelchuk Ph D	
Name: Gary M. Gugelchuk, Ph.D.	
Its: Provost/COO	

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

DATE: June 6, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Grace Park, Ed.D., Associate Superintendent, Curriculum,

Instruction, Innovation, and Support

Julian A. Rodriguez, Ed.D., Director, Secondary Curriculum and

Instruction

SUBJECT: REVISION OF FINANCIAL LITERACY COURSE

BACKGROUND

The Chino Valley Unified School District routinely revises curriculum guides and develops new courses in accordance with State Content Standards, State Frameworks, and student need. Accordingly, the revision and development of curriculum guides are the results of a collaborative effort of teachers in the related academic areas.

Financial Algebra is a mathematics course designed for students who have completed a minimum of Integrated Math III/Algebra 2 with a C or better and wish to continue their study of mathematics in a challenging, application-based course covering numerous financial topics. The course meets UC/CSU 'c' requirements. The course was Board approved on June 15, 2017, as Financial Literacy. To accurately represent the math content included in this course, the name is being revised to Financial Algebra.

This course was presented to the Curriculum Council and A.C.T. has been consulted.

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

RECOMMENDATION

It is recommended the Board of Education receive for information the revision of the Financial Literacy course.

FISCAL IMPACT

None.

NE:GP:JAR:lar

A. CONTACTS		
1. School/District Information:	School/District: Chino Valley Unified School District	
	Street Address: 5130 Riverside Dr., Chino, CA 91710	
	Phone: (909) 628-1201	
	Web Site: chino.k12.ca.us	
2. Course Contact:	Teacher Contact: Sandra Ross	
	Position/Title: Teacher	
	Phone: (909) 606-7540	
	E-mail: Sandra_Ross@chino.k12.ca.us	
B. COVER PAGE - COURSE ID		
1. Course Title:	Financial Literacy ALGEBRA	
2. Transcript Title/Abbreviation:	Financial Lit ALG	
3. Transcript Course Code/Number:	5E42	
4. Seeking Honors Distinction:	No	
5. Subject Area/Category:	Meets the UC/CSU "c" Mathematics requirement	
6. Grade Level(s):	11-12	
7. Unit Value:	10 credits/ 5 credits per semester	
8. Course Previously Approved by UC:	Yes	
9. Classified as a Career Technical	No	
Education Course:		
10. Modeled after an UC-approved Course:	Yes	
11. Repeatable for Credit:	No	
12. Date of Board Approval:	06/15/2017	
12 Priof Course Descriptions		

13. Brief Course Description:

Financial Literacy ALGEBRA is an application-based mathematics course covering numerous financial topics. The course addresses college preparatory mathematics from Advanced Algebra, Statistics, Probability, Pre-Calculus, and Calculus through several financial topics: Banking, Investing, Credit, Employment and Income Taxes, Automobile Ownership, Independent Living, and Retirement Planning and Household Budgeting. Students will have multiple opportunities to use, construct, question, model, and interpret financial situations through symbolic algebraic representations, graphical representations, geometric representations, and verbal representations.

14. Prerequisites: Integrated Math 3/3H or Algebra 2 with a C or better	
--	--

15. Context for Course:

This course is designed to develop and build skills related to personal and business finance. It develops awareness of business and interest in careers in business, and provides critically needed and relevant math skills for everyday living. Instructional methods and/or strategies are specifically geared to support the delivery of the curriculum and the course goals in a balanced fashion.

16. History of Course Development:

The current mathematics pathway is: Integrated Math 1 (CP), Integrated Math 2 (CP and Honors), Integrated Math 3 (CP and Honors), Calculus AB (CP and AP), Calculus BC (AP), and Statistics (CP and AP). The course was developed as a 4th year math course option in lieu of Calculus or Statistics.

17. Textbooks:	Financial Algebra: Advanced Algebra with Financial Applications
	Robert Gerver and Richard Sgroi
	South-Western Cengage Learning
	2018 Second Edition
18. Supplemental Instructional Materials:	None

C. COURSE CONTENT

1. Course Purpose:

Financial Literacy ALGEBRA is a mathematics course designed to show students practical applications of mathematics in challenging, real-life situations covering numerous financial topics.

2. Course Outline:

Unit 1: Linear and Quadratic Equations – The Stock Market

From the perspective of an individual investor in the market, students are introduced to basic business organization terminology in order to read, interpret, chart, and algebraically model stock ownership and transaction data. Students will be able to gather data from stock market charts and reports and determine measurement statistics such as percentage change in value, simple moving averages, capital gains, and dividends. Students will track portfolio performances by creating spreadsheets. Students will understand how stock transactions can take place and how transaction fees and/or broker fees may apply. Students will gain an understanding of why corporations choose to split or reverse split their stock and calculate portfolio values of stocks after splits or reverse splits. Standards for Mathematical Practice (SMPs) are emphasized in each lesson and used heavily on the projects within each unit.

Mathematics Topics

- Algebraic ratios and proportions
- Algebraic representations of percent increase and decrease
- Pictorial representations of data including scatterplot analysis
- Operations with functions, domains of functions, and evaluation of functions

Unit 2: Linear and quadratic Functions – Modeling a Business

Students will utilize mathematical modeling skills to analyze the mathematics of business organization. Using linear, quadratic, and exponential regression equations students will model supply, demand, expense, revenue, and profit as they model the production of a new product. Students will understand how businesses experience fixed and variable costs, how to graph both expense and revenue functions and locate break-even points by solving systems of equations algebraically and with graphing calculator technologies. Standards for Mathematical Practice (SMPs) are emphasized in each lesson and used heavily on the projects within each unit.

Mathematical Topics students will utilize in Unit 2 include:

- Scatterplots
- Operations with functions
- Function domains
- Function evaluation
- Linear, quadratic, and exponential functions to model situations
- Rational functions
- Systems of equations (linear/linear and linear/quadratic)
- Systems of inequalities
- Finding linear, quadratic, and exponential regression equations using graphing calculator technologies
- Extrapolation and interpolation
- Correlation coefficient
- Axis of symmetry, roots, intercepts and concavity of parabolas
- Quadratic formula
- Explanatory, response, and lurking variables
- Causation vs. correlation for bivariate data

Unit 3: Exponential and Logarithmic Functions – Banking

Students will understand the various types of accounts that banks offer. Students will compare the effects of simple interest to compound interest to continuous compounding of interest. Using the compound interest formula, students will solve for future values of accounts and determine initial investment needs to have their investments grow to a specified amount in the future. Students will also be able to solve exponential equations to determine necessary interest rates for a current value to grow to a specified future value in a given amount of time. Standards for Mathematical Practice (SMPs) are emphasized in each lesson and used heavily on the projects within each unit.

Mathematical skills students will need for unit 3 include:

- Derivation of the compound interest formula
- Solve algebraic equations using the simple interest and compound interest formula
- Limits of polynomial functions, rational functions, and sequences
- Exponential functions
- Exponential growth and decay
- Solve exponential equations
- Natural logarithm as the inverse of the exponential function
- Solve algebraic equations using the formula for continuous compounding interest
- Computations based on iterative processes
- Solve algebraic equations using the formulas for future and present value of investments
- Using inductive reasoning

Unit 4: Exponential and Logarithmic Functions – Consumer Credit

Becoming familiar with credit terminology and regulations is critical in making wise credit decisions. Students will become familiar with the vocabulary of credit terms, the types of lending institutions, and the various types of consumer credit available. Students will calculate finance charges for installation payments, compute monthly payments using a formula and compute finance charges on loans and credit card balances. When dealing with loans, students will calculate computations on the present value of single deposit investments and periodic deposit investments. With regard to credit cards, students will understand how to calculate average daily balances and understand the information provided in credit card statements. Credit comes at a price and in this unit students learn how to use mathematics to make wise credit choices that fit their needs, current financial situation, and future goals. Standards for Mathematical Practice (SMPs) are emphasized in each lesson and used heavily on the projects within each unit.

Mathematics Topics

- Algebraic proportions
- Linear, quadratic, cubic, and exponential equations
- Exponential growth and decay
- Regression equations
- Inverse function of an exponential equation
- Logarithms
- Summation notation

Unit 5: Functions, Their Graphs and Statistics – Automobile Ownership

Students will look at various mathematical concepts associated with automobile ownership. Students will begin by looking at the mathematics of classified ads using piecewise continuous functions and calculate the sales tax on transactions. Students will utilize summary statistics such as mean, median, range, interquartile range, and standard

deviation on data sets such as prices of multiple cars of the same make and model when developing buying/selling prices for a vehicle. This data will also be presented graphically in statistical graphs such as stem and leaf plots, histograms, and boxplots. Students will look at the mathematics of automobile insurance including the role of deductibles and expected values based on probabilities of accidents. Automobile depreciation rates will be modeled using both linear and exponential modeling techniques. Students will investigate the relationship between distance, rate, and time and use these algebraic formulas to determine fuel economies and gas usage. Students will work in both the English Standard and Metric Systems to calculate measurements related to automobile safety including reaction times, stopping distances, and skid mark formulas. Standards for Mathematical Practice (SMPs) are emphasized in each lesson and used heavily on the projects within each unit.

Mathematics Topics

- Exponential/linear systems of equations
- Irrational functions
- Quadratic functions
- Arc length
- Piecewise functions
- Graphs of piecewise functions
- Systems of linear equations
- Frequency distributions
- Stem-and leaf plots
- Modified box-and-whisker plots
- Measures of dispersion
- Quartiles
- Interquartile range
- Outliers of a frequency distribution

Unit 6: Systems of Equations – Employment and Taxes

Many Internal Revenue Service and Social Security Administration regulations can be modeled by using linear and polygonal functions that have different slopes over different domains. Line-by-line instructions for IRS forms can also be algebraically symbolized. Students will learn about payments for social security and Medicare and how they have changed over time. Standards for Mathematical Practice (SMPs) are emphasized in each lesson and used heavily on the projects within each unit.

Mathematics Topics

- Jump discontinuities
- Continuous functions with cusps
- Systems of equations
- Compound inequality notation
- Piecewise functions
- Interval notation
- Percent increase and decrease
- Data analysis
- Algebraic modeling

Unit 7: Radical, Rational Functions, and Geometry – Independent Living

In this unit, students work their way through the mathematics that models moving, renting, and purchasing a place to live. This will include determining the affordability of a monthly rent, moving expenses, and other household expenses. Students will mathematical modeling to look at the relationship between square footage and rental price. They also explore the geometric demands of floor plans and design, and discover the relationship between area and probability. When purchasing a home, students will understand the mortgage application process, various types of mortgages, how to calculate interest payments and monthly mortgage payments including balloon payments. When purchasing a home, students will understand the affordability of certain homes and create amortization tables for fixed rate and adjustable rate mortgages. Standards for Mathematical Practice (SMPs) are emphasized in each lesson and used heavily on the projects within each unit.

Mathematics Topics

- Dilations and scale
- Ratios and proportions
- Area of a regular polygon
- Areas of shaded regions
- Rational functions
- Exponential functions
- Linear and quadratic regression
- Solving systems of linear equations

Unit 8: Mathematical Modeling – Planning for Retirement

Students will learn about retirement savings options and how to calculate future values of investments that are both single deposit and periodic. Students will be able to compare the tax savings by making pre-tax contributions to retirement accounts such as IRAs. Students will determine the value of employer contributions to retirement accounts such as 401(k) plans. Other retirement benefit plans such as pension plans and deferred compensation programs will be understood. In addition to investment income, students will learn about the Social Security program, understand how the government determines social security payments and be able to determine the federal income tax on benefits. Students will learn about the different types of life insurance plans that are available and compute the costs of different types of plans. Standards for Mathematical Practice (SMPs) are emphasized in each lesson and used heavily on the projects within each unit.

Mathematics Topics

- Exponential modeling
- Exponential equations, including the compound interest function
- Calculate expected value of a discrete random variable

Unit 9: Mathematical Modeling – Preparing a Budget

When preparing a household budget, students will understand the different expenses experienced by households such as utilities. Students will set-up spreadsheets to track household budgets including factors of cash flow, monthly, quarterly, or yearly expenses (i.e., property taxes), and strategies for growing savings and/or reducing debt. Standards for Mathematical Practice (SMPs) are emphasized in each lesson and used heavily on the projects within each unit.

Mathematics Topics

- Create, graph and interpret the greatest integer function
- Create, graph and interpret linear and piecewise functions

Use multiple representations to chart data

3. Key Assignments:

Unit 1 Project – Stock Market Portfolio

Students, in small groups, will utilize a \$10,000 budget to pick a portfolio of various individual stocks. Students will be expected to research individual stocks and justify their selections. After the stocks are selected, students will track their portfolio performance in a spreadsheet. A class competition will search for the group that has the highest rate of return or capital gain during a 30-day investing window. During the 30-day time period, stocks can be sold and other stocks purchased. Students will have to take transactions fees into account on all transactions as if they were utilizing a common discount broker.

Unit 2 Project – Business Proposal for Summer Job

Students will be in small groups and will create a business proposal for a summer job, such as a painting business or a landscaping business. In their business proposal, students will determine fixed and variable costs, determine a pricing strategy, create expense and revenue functions, and make a prediction on business profits. The business model will be presented to the class.

Unit 3 Project – The Rule of 72

Students will research the Rule of 72. They will discuss the history and use of the rule. Students will also prepare examples to illustrate the rule. Students will present their research to the class using presentation software.

Unit 4 Project – Affordability of a Loan

Students will use three modalities to determine the affordability of a loan: exponential formula evaluation, logarithmic formula evaluation, and interpreting an exponential/linear system. Students will use technology (graphing utility and/or spreadsheet) to make the determinations required and justify their responses. Students are given a scenario in which a family must make a decision about the affordability of a loan based on the principle, the loan-length, the APR and the maximum affordable monthly payment the family is able to make towards loan debt reduction. Students determine the affordability of the loan in three different ways: using the monthly payment function, interpreting the graphs of the system of equations defined by the exponential monthly payment function and the linear maximum affordable monthly payment, and using the logarithmic loan length function. They are then asked to construct two spreadsheets: a monthly payment spreadsheet that charts the monthly payment as loan length time varies from 1to 20 years and a loan length spreadsheet that charts time as monthly payments vary from \$100 to\$1000. Finally, students must write up a summary analysis for this situation explaining how the algebraic modeling by the spreadsheet formulas supports their prior work.

Unit 5 Project – Buying and Selling Automobiles

Students will use measures of central tendency and measures of dispersion to mathematically negotiate the buying and/or selling of an automobile. Students will choose a make, model, and year for an automobile. They will use the Internet and newspaper classified ads to find 10-20 of those cars for sale. They will get the price of the car and the mileage it has. Students will construct modified box-and-whisker plots and describe the frequency distribution. They will pair each cars price with its mileage to create a scatterplot. They will classify the association as positive or negative. Students will find the regression line and correlation coefficient and interpret the relationship as strong, moderate, or weak, and discuss its linearity. Students will present their results to the class using presentation software.

Unit 6 Project – Taxes

Unit 6 Project: Students will derive the slope-intercept form used on the IRS tax worksheet by translating tax tables into piecewise functions. The tax tables give taxpayers a function in which the independent variable is the taxable income and the dependent variable is the tax. It is convoluted and has confused taxpayers for years. Within the last decade, the IRS created a worksheet that uses the slope-intercept form of the equations of a line to simplify calculations for the taxpayer. In this project, students interpret the IRS Schedule, express the domains using compound inequality notation, and create the piecewise function that models the IRS intentions. They then covert this function, which is a translated version of point-slope form, into the slope-intercept form to create the tax worksheet.

Unit 7 Project - Mortgages

Students will determine the reduction in interest that extra mortgage payments result in. Students will use the monthly payment formula to compute the monthly payment for a hypothetical mortgage amount over 15 and 30 years. They will compute the total payments, based on 12 monthly payments each year, and the total interest for the entire loan. They then use a mortgage calculator to assume an extra 13th payment made each year (i.e., payments are made once every 4 weeks instead of once each month). Students will compute the interest and new total repayment period and compare the total interest to the original conventional mortgage to see the savings in total years and interest.

Unit 8 Project – Retirement

Students will apply prior knowledge from the banking unit to make decisions about the feasibility of a retirement plan. Students are given financial information about a prospective retiree and asked to act as a financial retirement planner. The prospective retiree has also supplied the planner with desired monetary goals in retirement. Based upon information about savings plans, social security benefits, pensions, and life insurance policies, and using formulas learned in this unit, the planner is to write up a financial plan for the prospective retiree that includes at least two ways of meeting the goals and has mathematical justification for the recommendations made.

Unit 9 Project - Prepare a Budget/Independent Living

Students are given a budget spreadsheet that contains the headings of income, fixed expenses, variable expenses, and non-monthly expenses. There are subheadings under each of these listing specific categories relating to the heading. Students are given a full accounting of a person's financial status and asked to build a spreadsheet that calculates that person's cash flow. In addition, the students are given information about the person's assets and liabilities and are asked to add it to the spreadsheet and determine the net worth. Finally, based upon the calculation of the debt-to-income ratio, students are asked to develop a debt reduction plan for the individual if necessary.

4. Instructional Methods and/or Strategies:

Direct Instruction: Lectures will be utilized to introduce and teach the course concepts via PowerPoint slides presentations and online tutorials.

Hands-on Activities, Assignments and Projects: "Real-life" applications are the basis for solidifying comprehension of the topics. Students regularly make calculations on situations that mimic real-world problems, such buying stocks, doing accounting entries of a business, taking out a loan/mortgage, and designing a budget, to name a few.

Student Collaboration: Group work is also an essential aspect of this class, fostering teamwork and problem-solving skills.

5. Assessment Including Methods and/or Tools:

The evaluation of student progress and evaluation will be based on the following criteria outlined in Board Policy:

- Assessments: 60-75% of the final grade
- Assignments and class discussions: 25-40% of the final grade

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

DATE: June 6, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Grace Park, Ed.D., Associate Superintendent, Curriculum,

Instruction, Innovation, and Support

Julian A. Rodriguez, Ed.D., Director, Secondary Curriculum and

Instruction

SUBJECT: REVISION OF EXHIBIT 5131.8 STUDENTS - CODE OF

CONDUCT

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. Exhibit 5131.8 Students – Code of Conduct is being revised to clarify the code of conduct criteria is applicable to all students who participate in extracurricular or co-curricular activities.

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

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

RECOMMENDATION

It is recommended the Board of Education receive for information the revision of Exhibit 5131.8 Students – Code of Conduct.

FISCAL IMPACT

None.

NE:GP:JAR:smr

Students E 5131.8(a)

CODE OF CONDUCT

Code of Conduct Form

All school activities, co-curricular and extracurricular, in the classroom and on the playing field/competition platform, must be congruent with the school's stated goals and objectives established for the intellectual, physical, social, and moral development of its students. It is within this context OF BOARD POLICY 5131.8 that the following code of ethics for ALL STUDENTS student athletes is presented.

As a student, I understand that it is my responsibility to:

- 1. Place academic achievement as the highest priority by maintaining a minimum 2.0 grade point average.
- 2. Show respect for others (teammates, players, opponents, officials, coaches, and advisors).
- 3. Respect the integrity and judgment of CAMPUS AND EVENT officials (referees, umpires, judges, etc).
- Exhibit RESPECT, RESPONSIBILITY fair play, sportsmanship, and proper conduct AT ALL SCHOOL-RELATED EXTRACURRICULAR AND CO-CURRICULAR ACTIVITIES AND EVENTS on-and- off the playing field/competition platform.
- 5. Maintain a high level of safety awareness.
- 6. Refrain from the use of profanity, vulgarity, and other offensive language and gestures.
- 7. Adhere to the expectations established by the coach/advisor CAMPUS AND EVENT OFFICIALS.
- 8. Adhere to the established rules and standards of the competition or game to be played EXTRACURRICULAR AND CO-CURRICULAR ACTIVITY.
- 9. Respect all equipment and facilities. Use them safely and appropriately.
- 10. Refrain from the use of alcohol, tobacco, marijuana, vape pipes, illegal and non-prescriptive drug, anabolic steroids or any substance to increase physical development or performance that is not approved by the United States Food and Drug Administration, Surgeon General of the United States or American Medical Association (AMA).
- 11. Know and follow all state, section, competition, and school athletic/activity rules and regulations as they pertain to eligibility and sports FOR participation.
- 12. Win with character; lose with IN ALL ACTIVITIES, EXHIBIT CHARACTER AND dignity.
- 13. Will not harass (physical, written, verbal, or other means), sexually harass, threaten, intimidate, retaliate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

CODE OF CONDUCT (cont.)

Code of Conduct Form (cont.)

As a condition of membership in the CIF, all schools shall adopt policies prohibiting the use and abuse of androgenic/anabolic steroids. All member schools shall have participating students and their parents, legal guardian/caregiver agree that the athlete will not use steroids without the written prescription of a fully licensed physician (as recognized by the AMA) to treat a medical condition (Article 503.I).

A student who is found to have violated this administrative regulation THE CRITERIA OUTLINED IN THIS EXHIBIT AND COMPREHENSIVELY IN BOARD POLICY 5131.8, may be restricted from participating in athletics/activityles and may be subject to appearance before the school's code of conduct committee for disciplinary procedures WHICH may include, but ARE not limited to, suspension or expulsion in accordance with law, board policy and administrative regulation.

We recognize that under CIF bylaw 202, there could be penalties for false or fraudulent information. We also understand that the Chino Valley Unified School District will enforce its Board Policy 5131 – Conduct, and policy regarding the use of illegal drugs for any violations of these rules.

By signing below, both the participating student or student athlete, and the parent, legal guardian/caregiver hereby commit to the code of conduct.

Print Student's Name	
Student Signature	Date
Parent/Guardian/Caregiver Signature	Date

CODE OF CONDUCT (cont.)

Code of Conduct Committee Form

Student:	Grade:	ID#:	
Activity/Sport:			
Coach/Advisor:			
The code is instituted upon the belie extracurricular and school activities b to the Chino Valley Unified School Di suspended under California Education Code of Conduct.	e positive role models strict's Code of Conduc	and are expecte ct. Students who	d to adhere have been
The athletic/activities director of recommendation as follows:		high school	makes a
☐ Suspension – Duration:			
☐ Dismissal – Duration:			
☐ Other:			

Due Process Procedures

The District acts in the best interest of students and respects the student's right to due process. Students who are suspended or dismissed from a co-curricular or extracurricular activity may appeal a suspension or dismissal imposed by the coach/advisor and school athletic/activities director in accordance with the District's Student Code of Conduct.

A student, parent, or guardian may initiate an appeal in writing to the school principal's office within five (5) school days after the disciplinary action is imposed. An informal hearing will be held by the school's appeal committee. The student and parent/guardian must attend. The decision of the appeal committee shall be final and shall not be subject to further review

CODE OF CONDUCT (cont.)

Code of Conduct Committee Form (cont.)

Reinstatement

A student who has been suspended from participation in a co-curricular or extracurricular activity must apply to the reinstatement committee. An application must be made in writing and submitted to the school principal's office. This is the sole responsibility of the student. A hearing will be held the following Monday following the receipt of the application for reinstatement. The decision of the reinstatement committee shall be final.

Student Signature	Date
Parent/Guardian/Caregiver Signature	Date
Coach/Advisor Signature	Date
Athletic/Activities Director Signature	Date
 Administrator Signature	 Date

Chino Valley Unified School District

Exhibit approved: June 28, 2018

REVISED: