



CHINO VALLEY
UNIFIED SCHOOL DISTRICT

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

BOARD OF EDUCATION AGENDA

June 20, 2019

BOARD OF EDUCATION

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

Audrey Ing, 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 20, 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.

I. OPENING BUSINESS

I.A. CALL TO ORDER – 5:30 P.M.

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

Discussion and possible action (times are approximate):

- a. Conference with Legal Counsel Existing Litigation (Government Code 54954.5 (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 Legal Counsel Existing Litigation (Government Code 54956.9 subdivisions (c) and (d)(1)): Associated Chino Teachers v. Chino Valley Unified School District, San Bernardino Superior Court Case No. CIVDS1621798. (Atkinson, Andelson, Loya, Ruud, & Romo) (10 minutes)
- c. Student Readmission Matter (Education Code 35146, 48916 (c)): Case 18/19-16. (10 minutes)
- d. Student Discipline Matters (Education Code 35146, 48918 (c) & (j)): Cases 18/19-31, 18/19-32, 18/19-33, and 18/19-35. (40 minutes)
- e. Public Employee Discipline/Dismissal/Release (Government Code 54957): (5 minutes)
- f. Conference with Labor Negotiators (Government Code 54957.6): A.C.T. and CSEA negotiations. Agency designated representatives: Frank Arce, Isabel Brenes, Sandra Chen, and Richard Rideout. (5 minutes)
- g. Public Employee Appointment (Government Code 54957): Elementary School Principal and Assistant Principal; Junior High School Assistant Principal; and, High School Assistant Principal. (5 minutes)

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

1. Report Closed Session Action
2. Pledge of Allegiance

I.C. COMMENTS FROM EMPLOYEE REPRESENTATIVES

I.D. COMMENTS FROM COMMUNITY LIAISONS

The proceedings of this meeting are being recorded.

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

I.F. CHANGES AND DELETIONS

II. ACTION

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

II.A.1. 2019/2020 Local Control and Accountability Plan

Page 9

Recommend the Board of Education adopt the 2019/2020 Local Control and Accountability Plan.

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

II.A.2. Local Control and Accountability Plan Federal Addendum

Page 10

Recommend the Board of Education approve the Local Control and Accountability Plan Federal Addendum.

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

II.B. BUSINESS SERVICES

II.B.1. Adoption of the 2019/2020 Budget

Page 48

Recommend the Board of Education adopt the 2019/2020 budget for all funds and authorize the Superintendent or designee to sign the 2019/2020 District Certification of Budget Adoption.

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

II.C. FACILITIES, PLANNING, AND OPERATIONS

II.C.1. Final Facilities Memorandum of Understanding Between Chino Valley Unified School District and Sycamore Academy of Science and Cultural Arts-Chino Valley Charter School; Shared Use Agreement Between Chino Valley Unified School District and Sycamore Academy of Science and Cultural Arts-Chino Valley Charter School

Page 50

Recommend the Board of Education approve the Final Facilities Memorandum of Understanding between the Chino Valley Unified School District and Sycamore Academy of Science and Cultural Arts-Chino Valley charter school, and the Shared Use Agreement between the Chino Valley Unified School District and Sycamore Academy of Science and Cultural Arts-Chino Valley charter school.

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

II.D. HUMAN RESOURCES

II.D.1. Addendum to the Employment Contract for the Superintendent of the Chino Valley Unified School District

Page 103

Recommend the Board of Education approve the addendum to the employment contract for the Superintendent of the Chino Valley Unified School District.

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

III. CONSENT

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

III.A. ADMINISTRATION

III.A.1. Minutes of the Regular Meeting of June 6, 2019

Page 105

Recommend the Board of Education approve the minutes of the regular meeting of June 6, 2019.

III.B. BUSINESS SERVICES

III.B.1. Warrant Register

Page 112

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 Activities for the Benefit of Students

Page 113

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 115

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

III.B.4. Donations

Page 123

Recommend the Board of Education accept the donations.

III.B.5. Legal Services

Page 125

Recommend the Board of Education approve payment for legal services to the law offices of Margaret A. Chidester & Associates; and the Tao Firm.

III.B.6. Resolution 2018/2019-49 Use of 2019/2020 Education Protection Accounts Funds

Page 128

Recommend the Board of Education adopt Resolution 2018/2019-49 Use of 2019/2020 Education Protection Accounts Funds.

III.B.7. Resolution 2018/2019-50 Transfers of Appropriations for 2019/2020
Page 130 Recommend the Board of Education adopt Resolution 2018/2019-50 Transfers of Appropriations for 2019/2020.

III.B.8. Signature Authorizations for Chino Valley Unified School District
Page 132 Recommend the Board of Education approve the signature authorizations for Chino Valley Unified School District.

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

III.C.1. Student Readmission Case 18/19-16
Page 137 Recommend the Board of Education approve student readmission case 18/19-16.

III.C.2. Student Expulsion Cases 18/19-31, 18/19-32, 18/19-33, and 18/19-35
Page 138 Recommend the Board of Education approve student expulsion cases 18/19-31, 18/19-32, 18/19-33, and 18/19-35.

III.C.3. School-Sponsored Trip
Page 139 Recommend the Board of Education approve/ratify the school-sponsored trip for Chino HS.

III.C.4. Local Agreement for Child Development Services CSPP-9420 and the Adoption of Resolution 2018/2019-53
Page 140 Recommend the Board of Education approve the Local Agreement for Child Development Services CSPP-9420 and the adoption of Resolution 2018/2019-53.

III.C.5. Local Agreement for Child Development Services CCTR-9188 and the Adoption of Resolution 2018/2019-54
Page 143 Recommend the Board of Education approve the Local Agreement for Child Development Services CCTR-9188 and the adoption of Resolution 2018/2019-54.

III.C.6. Revision of the Financial Literacy Course
Page 146 Recommend the Board of Education approve the revision of the Financial Literacy course.

III.C.7. Designation of California Interscholastic Federation Representatives to League for 2019/2020
Page 154 Recommend the Board of Education approve the Designation of California Interscholastic Federation Representatives to League for 2019/2020.

III.D. FACILITIES, PLANNING, AND OPERATIONS

III.D.1. Purchase Order Register
Page 157 Recommend the Board of Education approve/ratify the purchase order register, provided under separate cover.

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

Page 158 Recommend the Board of Education approve/ratify the Agreements for Contractor/Consultant Services.

III.D.3. Surplus/Obsolete Property

Page 167 Recommend the Board of Education declare the District property surplus/obsolete and authorize staff to sell/dispose of said property.

III.D.4. Resolutions 2018/2019-51 and 2018/2019-52 for Authorization to Utilize Piggyback Contracts

Page 179 Recommend the Board of Education adopt Resolutions 2018/2019-51 and 2018/2019-52 for authorization to utilize piggyback contracts.

III.D.5. Notice of Completion for CUPCCAA Bid 18-19-30I, Woodcrest JHS Behavioral Intervention Program Installation of New Single Ply Roofing

Page 185 Recommend the Board of Education approve the Notice of Completion for CUPCCAA Bid 18-19-30I, Woodcrest JHS Behavioral Intervention Program Installation of New Single Ply Roofing.

III.E. HUMAN RESOURCES

III.E.1. Certificated/Classified Personnel Items

Page 187 Recommend the Board of Education approve/ratify the certificated/classified personnel items.

III.E.2. New Job Description and Creation of the Position for Transportation Technician

Page 193 Recommend the Board of Education:
a) Approve the new job description for Transportation Technician, and
b) Authorize the creation of the position for Transportation Technician.

III.E.3. Student Teaching Agreement with Concordia University—Portland

Page 198 Recommend the Board of Education approve the student teaching agreement with Concordia University—Portland.

III.E.4. Partnership Program Addendum with Concordia University—Portland

Page 202 Recommend the Board of Education approve the Partnership Program addendum with Concordia University—Portland.

IV. INFORMATION**IV.A. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT****IV.A.1. Revision of Board Policy and Administrative Regulation 5141.52 Students—Suicide Prevention**
Page 204

Recommend the Board of Education receive for information the revision of Board Policy and Administrative Regulation 5141.52 Students—Suicide Prevention.

IV.A.2. Revision of Board Policy and Administrative Regulation 5144 Students—Discipline
Page 212

Recommend the Board of Education receive for information the revision of Board Policy and Administrative Regulation 5144 Students—Discipline.

IV.B. FACILITIES, PLANNING, AND OPERATIONS**IV.B.1. Revision of Board Policy 3250 Business and Noninstructional Operations—Transportation Fees**
Page 227

Recommend the Board of Education receive for information the revision of Board Policy 3250 Business and Noninstructional Operations—Transportation Fees.

IV.B.2. Revision of Board Policy 3510 Business and Noninstructional Operations—Green School Operations
Page 230

Recommend the Board of Education receive for information the revision of Board Policy 3510 Business and Noninstructional Operations—Green School Operations.

IV.B.3. Revision of Board Policy and Administrative Regulation 3511 Business and Noninstructional Operations—Energy and Water Conservation
Page 236

Recommend the Board of Education receive for information the revision of Board Policy and Administrative Regulation 3511 Business and Noninstructional Operations—Energy and Water Conservation.

IV.B.4. Revision of Administrative Regulation 3514 Business and Noninstructional Operations—Environmental Safety
Page 250

Recommend the Board of Education receive for information the revision of Administrative Regulation 3514 Business and Noninstructional Operations—Environmental Safety.

IV.B.5. Revision of Board Policy and Deletion of Administrative Regulation 3540 Business and Noninstructional Operations—Transportation

Page 259

Recommend the Board of Education receive for information the revision of Board Policy and deletion of Administrative Regulation 3540 Business and Noninstructional Operations—Transportation.

V. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

VI. ADJOURNMENT

Date posted: June 14, 2019

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: June 20, 2019
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
SUBJECT: 2019/2020 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). 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 conducted a public hearing on this item at its June 6, 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. A hardcopy of the draft 2019/2020 LCAP is available in the lobby for public inspection.

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

RECOMMENDATION

It is recommended the Board of Education adopt the 2019/2020 Local Control and Accountability Plan.

FISCAL IMPACT

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

NE:rtr

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: June 20, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
Yvette Farley, Director, Access & Equity

SUBJECT: LOCAL CONTROL AND ACCOUNTABILITY PLAN FEDERAL ADDENDUM

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BACKGROUND

Each Local Education Agency (LEA) must submit a local board approved Every Student Succeeds Act (ESSA) Local Control and Accountability Plan (LCAP) Federal Addendum to the California Department of Education to meet Federal LEA Plan requirements for receipt of federal funds under Title I, Part A, Title II, Part A, Title III, Part A and Title IV, Part A of the ESSA beginning in the 2019/2020 school year. The Addendum must address specified federal provisions for receipt of these funds. Approval of the Federal Addendum, in conjunction with the Consolidated Application for Funding Categorical Aid Programs, and the LCAP, is required for all local education agencies as a condition of receipt of the federal program funds identified above.

This LCAP Federal Addendum provides LEAs with the opportunity to align program services to maximize the impact of federal investments in support of underserved student groups.

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

RECOMMENDATION

It is recommended the Board of Education approve the Local Control and Accountability Plan Federal Addendum.

FISCAL IMPACT

None

NE:LF:YF:dt

**Local Control and Accountability Plan (LCAP)
Every Student Succeeds Act (ESSA)
Federal Addendum Template**

LEA Name

Chino Valley Unified School District

CDS Code:

3667678

Link to the LCAP:

(optional)

For which ESSA programs apply to your LEA?

Choose From:

TITLE I, PART A

Improving Basic Programs Operated by
State and Local Educational Agencies

TITLE I, PART D

Prevention and Intervention Programs for Children and
Youth Who Are Neglected, Delinquent, or At-Risk

TITLE II, PART A

Supporting Effective Instruction

TITLE III, PART A

Language Instruction for English Learners
and Immigrant Students

TITLE IV, PART A

Student Support and Academic
Enrichment Grants

(note: This list only includes ESSA programs with LEA plan requirements; not all ESSA programs.)

In the following pages, ONLY complete the sections for the corresponding programs.

Strategy

Explain the LEA's strategy for using federal funds to supplement and enhance local priorities or initiatives funded with state funds, as reflected in the LEA's LCAP. This shall include describing the rationale/evidence for the selected use(s) of federal funds within the context of the LEA's broader strategy reflected in the LCAP.

To improve the implementation of academic outcomes for all students, Chino Valley Unified School District (CVUSD) will continue to invest in professional development for teachers, including intervention teachers, on the implementation of the common core state standards and targeted support through intervention programs in a Multi-Tiered System of Support for Academics (MTSS-A). Additionally, investment in technology and instructional technology, supplemental education and alignment of new and current courses to meet “a-g” requirements remain as major actions in the Local Control and Accountability Plan (LCAP). CVUSD will continue to monitor student progress at all sites through the Assessment office and data chats that occur between district administration and site principals twice a year, once in fall and once in spring. In addition, site administrators meet with grade level teachers to conduct data chats for the purpose of reviewing and monitoring student progress. Ongoing analysis of student progress is conducted weekly through the Professional Learning Communities (PLC) process. As a continued effort to increase college readiness and transition opportunities, CVUSD will continue to support and promote programs such as AVID, ROP, College and Career Guidance Initiative, Parent and Family Engagement Center Transition workshops, and College and Career Fairs at every Junior High and High School.

To maximize student learning, specifically for under-served students, CVUSD will use federal funds to implement strategies aligned with the District’s current LCAP goals. With input of stakeholder groups, the following increased or improved services for low-income, foster youth, and English learners include the following:

Goal 1: All students are provided a high-quality teaching and learning environment.

Federal funds will be used to provide sites support from Title I Technology Training Specialists. Title I Technology Training Specialists will provide professional development to administrators, Instructional Coaches, and classroom teachers to support them on the integration of instructional technology with an emphasis on lessons, assessments, and use of hardware. Federal funds will be used to purchase technology apps and software programs to support the progress of underserved students in English Language Arts (ELA)/English Language Development (ELD) and Mathematics. Funds will be used to provide staff with release time to participate in professional development opportunities to enhance their knowledge of integrating technology in the classroom with programs such as Office 365, Schoolwires, Gale Resources, Aeries Gradebook, Illuminate, Coding, and support their use of tools such as interactive white boards, Google Classroom, RM Easiteach, data projectors, document cameras, laptops, iPads. This added support will enhance how students demonstrate critical thinking skills by using technology to create and advance their learning in a more meaningful and positive way. Software programs such as Accelerated Reader, Accelerated Math, STAR, and MIND Program will be purchased to support progress toward mastery of standards in ELA/ELD and Mathematics at all levels. Funds will also be used to increase the hours for library media aides and computer aides to provide enrichment and support across all content areas.

Title I and Title III Instructional Coaches will provide professional development to all school sites on the ELA/ELD framework and best practices in instruction. This work will include ELA differentiated instruction, Designated ELD, Integrated ELD, and ELD courses best practices, structures, and instructional strategies. The Title I and Title III Instructional Coaches will provide site level professional development in the co-plan/co-teacher model and will be available to individual teachers, site administrators, and district administrators. They will work with site Instructional Coaches as requested to ensure ongoing support for the ELA/ELD instructional program is available to all teachers. Federal funds will be used to provide staff release time and opportunities to attend conferences and workshops for ongoing training opportunities in Designated ELD Planning, Integrated ELD-Language Demands, and continuous support for the newly adopted ELA/ELD programs at both elementary and secondary levels.

Federal funds will be used to provide release time for grade level collaboration and data analysis to determine resources and materials needed to address the needs of identified underserved students who are not progressing in meeting mastery of grade level Common Core State Standards (CCSS). Underserved students will have the opportunity to participate in before and after school intervention, language development, and enrichment, to address targeted needs based on student data analysis.

Goal 2: Students, parents, families, and staff are connected and engaged to their school to ensure student success.

The District Parent School Community Specialist will provide all schools with training related to academic, social-emotional development, personal growth and School Site Council (SSC) governance training. The Parent School Community Specialist will support the School Community Liaisons with proactive strategies to increase parent engagement at the school sites. Federal funds will be used to provide additional support by providing English Learners (EL) and Special Education Parent Academies based on results of School Quality Survey and Parent feedback from SSC, District English Learner Advisory Committee (DELAC), English Learner Advisory Committee (ELAC) meetings. Additional workshops are provided to parents on parenting, literacy, special needs, instructional strategies, and technology for assisting the parents in supporting the academic achievement and social emotional development of their children. Additional funds will be used to provide the School Community Liaisons with the resources and materials needed to promote home-school partnerships and increase parent engagement through additional parent informational forums.

To ensure the healthy development of underserved students and to monitor students who have been identified with chronic absenteeism, federal funds will be used for staff to work with families before and after school to improve attendance and monitor students with health-related issues who are not progressing in meeting grade level standards.

Goal 3: All students are prepared for college and career beyond graduation.

CVUSD will continue with the implementation of the California College Guidance Initiative to all students in grades 8-12 to give students and parents access to A-G information and the application process for California State University (CSU) schools. Federal funds will be used to provide additional parent information nights, College and Career Fairs, college tours, and additional counselors to monitor student progress toward meeting the A-G requirements.

With the continuance of the PSAT/SAT School Day Program that is offered to all students in grades 8-12, federal funds will be used to promote awareness and preparation to take these exams. Funds will be used to provide additional resources and materials such as Parent Nights, tutors, web-based resources, books, and staff training to increase student participation.

CVUSD will expand the Advancement Via Individual Determination (AVID) Program to support underserved students at both the elementary and secondary level with tutors, college trips, and parent and teacher training. Federal funds will be used to provide additional tutoring services and technology support for those students who are underperforming while in the AVID Program. Funds will also be used to increase hours for staff who are willing to provide before and after school support to those students who have been identified in need of monitoring for academic progress.

CVUSD students have several opportunities to participate in pathways preparing them for college and career. CVUSD continues to maintain partnership in a Joint Powers Association with Chaffey Joint High School District, Claremont Unified Schools, and Upland Unified Schools via Baldy View Regional Occupation Program (ROP). Additionally, CVUSD maintains district-created Career and Technical Education (CTE) courses including hiring faculty and staff. The District also maintains tech-prep courses that are articulated with Chaffey Community College. Courses at all three levels (introductory, concentrator, capstone) are taught at each of our comprehensive high schools, as well as at our alternative education sites, and provide students the opportunity to learn necessary skills. Many of the concentrator and capstone courses provide students the opportunity to earn certifications necessary for employment such as CPR, AED, and ServSafe Food Handler. Course curricula are created, maintained, and adopted per the most recent state and county employment outlook and jobs reports.

High School students will be able to take advantage of several work experience education opportunities through General Work Experience, as well as CTE-Work Experience. General work experience opportunities will be available at every high school and will be supervised by schools' Work Experience educators. CTE work experience will be facilitated by the schools' CTE Coordinators and through the district's partnerships with Baldy View ROP and Inland Valley Health Coalitions.

Federal funds will be used to increase knowledge and promote increased participation in high school pathways, ROP, and work experience programs. Parent Information Nights and additional counseling services may be used to guide students and parents through developing the necessary skills to ensure preparedness for college and career beyond graduation.

Federal funds supplement or enhance these key district initiatives. Title I and Title III Instructional Coaches will modify professional development opportunities to support each school's unique needs and/or district initiatives as required based on the ELA/ELD framework and data results. Federal funds will be used to support sites in enhancing this priority by acquiring and developing educational technology to support the mastery of the Common Core State Standards in ELA/ELD and Mathematics and to provide release time to support teachers in the areas of upgrading program objectives and instructional strategies such as Thinking Maps, Kagan Cooperative Learning Strategies, and Supplemental English Language Development instruction. Instructional Coaches and Technology Training Specialists will provide staff with follow up support after their participation in the district's professional development in the areas of Professional Learning Communities (PLCs), PLC at Work in Mathematics, Next Generation Science Standards (NGSS), and Love and Logic Training. Federal funds will be used to provide sites with resources and materials that support other activities that are consistent with the purposes of the set professional development series and focus on creating a school-wide culture that stimulates high levels of academic achievement.

To ensure that parents, families, and students are connected and engaged to their school, CVUSD will continue to provide learning opportunities through a Multi-Tiered System of Support for Behavior (MTSS-B) to support sites on classroom and school environments that stimulate responsible behavior. The Access and Equity School Community Liaison (SCL) will serve as the communication link between the school, families, and the community at large. The SCL will serve as a facilitator for community input to the school about educational programs and a recruiter of parents, families, and community

resource persons to supplement educational programs and to coordinate these activities. Federal funds will be used to enhance this priority by supporting sites with activities that focus on family literacy, parent outreach, and trainings that are designed to assist parents to become active participants in the education of their children.

To provide a rigorous and relevant education, students will be supported through a Multi-Tiered System of Support for Academics (MTSS-A), increasing access and equity in student participation in the PSAT/SAT School Day program at no cost, participation in CTE pathways at the high schools, tutoring services for foster youth and homeless students and increasing college awareness at all levels. Federal funds will be used to support sites in enhancing this priority with the purchase of resources and materials such as progress monitoring tools, release time for data analysis, and vertical and grade/department level planning. Federal funds will also be used to acquire and develop educational technology to support the mastery of the CCSS in ELA/ELD and Mathematics, increase library and computer aide hours, to support students in Before/During/After School Intervention and Enrichment classes, and fund opportunities at all levels that promote college and career awareness both on and off campus.

CVUSD uses a systematic decision-making process on the use of supplemental federal funds. School sites meet at the minimum 4 times each year with their SSC and ELAC to review data from the following sources: parent survey, California Department of Education (CDE) Dashboard, district assessments for ELA/ELD and Math, analysis of School Plan for Student Achievement (SPSA) goals and expenditures, and feedback from parents from various parent meetings such as PTA/PFA, Title I, Family Engagement Network, Parent trainings, LCAP Advisory Committee. The Director of Access and Equity meets with site administrators 2-4 times a year to support the implementation of the SPSA and ensure alignment with the district's LCAP goals and the district's areas of emphasis. School site administrators meet with the Assistant Superintendent, Associate Superintendent, Superintendent and Directors from the Department of Curriculum, Instruction, Innovation and Support (CIIS) twice a year, once in Fall and once in Spring, to discuss progress toward site goals and review school-wide data.

To ensure that activities supported with federal funds are effective in addressing the needs of our low-achieving students, each site administrator completes an annual SPSA evaluation and reviews the data with their SSC. The SPSA is then revised based on the analysis.

Alignment

Describe the efforts that the LEA will take to align use of federal funds with activities funded by state and local funds and, as applicable, across different federal grant programs.

Chino Valley Unified School District's vision and mission statement is posted at every school site, Division/Department, and Board Room and district website.

"United together, the Chino Valley Unified School District's staff, parents/guardians, community and Governing Board work to provide an educational environment whereby:

Our students possess the personal and academic skills to be successful, responsible and productive. They are motivated, self-confident, and life-long learners. They exhibit integrity and contribute to the well-being of their communities. They successfully solve problems using their intellectual capacity and appropriate technology tools. They respect the ideas of other people, while holding true to their own convictions. Students recognize that academic achievement is essential to competing in the global setting. They face the future knowing that their goals are within their reach by continuing their education and through their individual commitment and hard work. CVUSD's mission is to provide all students a rigorous and relevant education in a safe learning environment. The CVUSD Vision and Mission statement is communicated throughout the district."

Required review of each schools' SPSA will ensure that federally funded activities are aligned with state and local funds. There is also ongoing support to the school sites in developing the SPSA and training for schools' School Site Council members, so stakeholders are an integral part of the decision-making on the use of federal funds at the sites. Expenditures will be budgeted to support the strategies/actions in the site's SPSA plans. Information about district priorities and services will be communicated to site administrators through semi-monthly principal meetings.

Through the cycle of continuous improvement, weekly planning and collaboration meetings will be held with district/school site administration and stakeholder groups as part of the decision-making process on how state and local funds are used to support the achievement of the Local Education Agency (LEA) goals. These meetings will also serve to ensure that activities funded from various state and federal sources are not duplicative and support common outcomes.

CVUSD is committed to the PLC process and supports the administrative team and teachers by providing professional development for each site's leadership team. Through this collaborative process, student learning objectives will be established, common formative assessments are administered, and teachers will refine their instructional practices upon data review. The District's Teaching and Learning Task Force reviews district-wide data and surveys for patterns and trends. In alignment with the identified needs, the District's Area of Emphasis (AOE) will be created and communicated with various stakeholder groups.

ESSA Provisions Addressed Within the LCAP

Within the LCAP an LEA is required to describe its goals, and the specific actions to achieve those goals, for each of the LCFF state priorities. In an approvable LCAP it will be apparent from the descriptions of the goals, actions, and services how an LEA is acting to address the following ESSA provisions through the aligned LCFF state priorities and/or the state accountability system.

TITLE I, PART A

Monitoring Student Progress Towards Meeting Challenging State Academic Standards

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(1) (A–D)	1, 2, 4, 7, 8 (<i>as applicable</i>)

Describe how the LEA will monitor students' progress in meeting the challenging state academic standards by:

- (A) developing and implementing a well-rounded program of instruction to meet the academic needs of all students;
- (B) identifying students who may be at risk for academic failure;
- (C) providing additional educational assistance to individual students the LEA or school determines need help in meeting the challenging State academic standards; and
- (D) identifying and implementing instructional and other strategies intended to strengthen academic programs and improve school conditions for student learning.

Overuse in Discipline Practices that Remove Students from the Classroom

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(11)	6 <i>(as applicable)</i>

Describe how the LEA will support efforts to reduce the overuse of discipline practices that remove students from the classroom, which may include identifying and supporting schools with high rates of discipline, disaggregated by each of the student groups, as defined in Section 1111(c)(2).

Career Technical and Work-based Opportunities

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(12)(A–B)	2, 4, 7 <i>(as applicable)</i>

If determined appropriate by the LEA, describe how such agency will support programs that coordinate and integrate:

- (A) academic and career and technical education content through coordinated instructional strategies, that may incorporate experiential learning opportunities and promote skills attainment important to in-demand occupations or industries in the State; and
- (B) work-based learning opportunities that provide students in-depth interaction with industry professionals and, if appropriate, academic credit.

TITLE II, PART A

Title II, Part A Activities

ESSA SECTION	STATE PRIORITY ALIGNMENT
2102(b)(2)(A)	1, 2, 4 (<i>as applicable</i>)

Provide a description of the activities to be carried out by the LEA under this Section and how these activities will be aligned with challenging State academic standards.

TITLE III, PART A

Parent, Family, and Community Engagement

ESSA SECTION	STATE PRIORITY ALIGNMENT
3116(b)(3)	3, 6 (<i>as applicable</i>)

Describe how the eligible entity will promote parent, family, and community engagement in the education of English learners.

ESSA Provisions Addressed in the Consolidated Application and Reporting System

An LEA addresses the following ESSA provision as part of completing annual reporting through the Consolidated Application and Reporting System (CARS).

TITLE I, PART A

Poverty Criteria

ESSA SECTION(S)	STATE PRIORITY ALIGNMENT
1112(b)(4)	N/A

Describe the poverty criteria that will be used to select school attendance areas under Section 1113.

ESSA Provisions Not Addressed in the LCAP

For the majority of LEAs the ESSA provisions on the following pages do not align with state priorities. **Each provision for each program provided on the following pages must be addressed**, unless the provision is not applicable to the LEA. In addressing these provisions, LEAs must provide a narrative that addresses the provision **within this addendum**.

As previously stated, the CDE emphasizes that the LCAP Federal Addendum should not drive LCAP development. ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

TITLE I, PART A

Educator Equity

ESSA SECTION 1112(b)(2)

Describe how the LEA will identify and address, as required under State plans as described in Section 1111(g)(1)(B), any disparities that result in low-income students and minority students being taught at higher rates than other students by ineffective, inexperienced, or out-of-field teachers.

THIS ESSA PROVISION IS ADDRESSED BELOW:

To ensure that highly qualified and experienced teachers are equitably distributed among district schools, including those with higher than average levels of low-income, minority, and/or academically underperforming students, the District will adhere to Board Policy and Administrative Regulations-Personnel Assignments 4113 and the following practices:

1. Annually reports to the board comparisons of teacher qualifications across district schools, including the number of teachers serving under a provisional internship permit, short-term staff permit, intern credential, emergency permit, or credential waiver;
2. Ensures equitable access to experienced teachers, which may include, but is not limited to, voluntary transfers, professional development, and/or programs to recruit and retain effective teachers;
3. Verifies that all teachers of core academic subjects possess state credentials to teach in their assigned content area;
4. Provides hiring priority to schools that have student populations with a poverty level of greater than 40 percent;
5. Assigns interns equitably across the District and limits assignments in high-poverty, low-performing schools;
6. Compares teacher retention rates across district schools and develops strategies to recruit and retain experienced and effective teachers in hard-to-staff schools; and
7. Transfers teachers to high need schools in accordance with law and the Collective Bargaining Agreement, and/or may align District resources to improve the skills and qualifications of teachers at those schools.

All effort will be made to hire teachers who are fully and appropriately credentialed in their assigned areas. The harder to fill positions such as: the sciences, mathematics, or Special Education may necessitate hiring interns. If the need should arise to hire interns, they will be supported by their universities and site administrators. All new teachers, including interns will also benefit from the district's comprehensive professional development series. Additional support will be gained through the evaluation cycle, on site coaching at all schools, and embedded collaboration time that is built in as part of the teacher workday to collaborate with other colleagues. The newly re-activated teacher induction program will also provide support for teachers with preliminary credentials and contribute positively to the pool of fully credentialed teachers.

Experienced teachers needing additional support can receive assistance through Peer Assistance Review (PAR), personal growth plans through the evaluation process, and through additional coaching from instructional coaches.

An annual Title I Comparability Report is completed by the Director of Access and Equity. The report for 2018-2019 concluded that Title I schools were comparable to Non-Title I school at the elementary, junior high, and high school levels with regards to student-to-instructional staff ratio.

For the 2018-2019 school year, CVUSD employed the following:

Ineffective teachers – 0

Based on a review of current data, CVUSD does not have ineffective teachers serving minority and low-income students.

Out-of-Field teachers – 5

Based on a review of current data by school and district averages as it pertains to serving low-income students, four of the five assignments were made at Title I schools. Two assignments were made to fill a need in the area of Industrial and Technology Education at a Title I Junior High identified as a Microsoft Certified school. The site had a need to offer courses beyond Introduction to Computers. Another assignment was based on a need to fill a Moderate/Severe Special Education class at a Title I junior high. The teacher holds a Mild/Mod credential without Autism. This allowed the use of a SELAP in Mod/Severe until the teacher receives an Autism certification to add to the teacher's Mild/Moderate credential. Another assignment was made at a Title I high school in the area of Art. The teacher holds an Introductory to Art credential and is working on fulfilling the requirements for a Single Subject credential in order to teach all levels of Art.

Based on a review of the data by school and district averages as it pertains to serving minority students, the overall district average for all schools is 84% of the student population are minority students. The average for secondary schools is 85%. All Out-of-Field teachers serve at the secondary level with an average of 85% minority students served. This average is the same rate as all secondary schools.

Teachers can work toward completing coursework and passing all requirements expected to earn the appropriate credential. If teachers do not show progress toward completion of requirements, the district will not renew permits. In order to address these disparities, two of these assignments will not be renewed for the 2019-2020 school year.

Inexperienced teachers – 116

Chino Valley Unified School District employs approximately 1,153 teachers.

Based on a review of the data by school and district averages as it pertains to serving low-income students, 45% of the identified inexperienced teachers serve at Title I schools and 55% of the identified inexperienced teachers serve at non-Title I schools.

Based on a review of the data by school and district averages as it pertains to serving minority students, the district average is 84% for all schools. Upon review of site placement by school of inexperienced teachers, the average is 79% minority students served. This is lower than the district average.

To ensure there are no disparities, the District will adhere to board policies and administrative regulations; ensure Title 1, low income, and minority schools receive hiring priority; and collaborate with CIIS and Human Resources Department to review teacher distribution.

Parent and Family Engagement

ESSA SECTIONS 1112(B)(3) AND 1112(B)(7)

Describe how the LEA will carry out its responsibility under Section 1111(d).

Describe the strategy the LEA will use to implement effective parent and family engagement under Section 1116.

THIS ESSA PROVISION IS ADDRESSED BELOW:

CVUSD has a Parent and Family Engagement Program that promotes active parent and family engagement. Through the Partnerships for Learning Network (PFLN) and the district's Family Engagement Center (FEC), a committee composed of parents, staff, and the district Parent School Community Specialist will meet to discuss and construct recommendations for enhancing parent and family engagement. The committee reviews and revises the district's Title I Parent Engagement Policy annually to ensure alignment with District LCAP and site SPSA goals of increasing parent engagement in the educational process to positively impact student learning. Each school site designated as a Schoolwide Title I program will hold a parent meeting to review their SPSA, Parent Engagement Policy, School-Parent Compact, and provide parents the opportunity to express identified areas of need for support. A yearly presentation to the LCAP Advisory Committee includes information on the Parent Engagement Policy and School-Parent Compact.

In order to increase awareness and participation in the LCAP process and build parent capacity in understanding Common Core state standards, state and local assessments, Title I, English Learner Program, and school decision-making, each school will form an Action Team for Partnership (ATP). The ATP will be composed of teachers, parents, community members, and administrators. One of the responsibilities of the ATP will be to create a School-Parent Compact, which is an annual action plan, with academic and non-academic goals that come from their School Plan for Student Achievement (SPSA). The compact will outline in detail by grade or department level how classroom instruction and learning at home can work together for high academic and behavioral achievement. The "promising practices" concentrate on meeting a Framework of Six Types of Involvement delineated in the research of Joyce Epstein, Johns Hopkins University, Baltimore, MD. The compact will be explained and distributed to parents and families throughout the year. Another responsibility of the ATP will be to revise the site's Parent and Family Engagement Policy. The district Parent, School, Community Specialist will support each ATP in developing, monitoring, and evaluating their school's parent and family engagement policy/School-Parent Compacts. The ATPs will meet three times yearly as a network to collaborate and share best practices that are supported by data and have resulted in an increase of parent engagement throughout the district.

Information is provided on best practices focusing on parent and family engagement topics that meet the needs of the schools as described in their annual surveys. Information regarding district programs and translation for parent workshops and trainings is available through the employment of a bilingual School Community Liaison and bilingual clerks at applicable sites. ATPs will continue to focus on building parent understanding on use of technology and digital literacy. Each site will complete an annual survey identifying barriers to greater participation by parents, the needs of parents and families at their school, and what effective strategies the site will plan to engage in for the following year. The year will conclude with each site evaluating practices and celebrating successes. Federal funds will be used to continue to support this program in a continuous effort to provide an effective, systematic approach to ensuring that all schools form partnerships with parents and families.

The FEC will provide parents with monthly and weekly workshops and academies on topics they could use to support their child's academic and behavioral success. The FEC will offer two separate seven-week English Learner Parent Academies, a monthly Special Education Support Group meeting, School Site Council training for all schools, and Transition workshops for those crucial years: 1) beginning Kindergarten 2) moving from elementary to junior high and 3) moving from junior high to high school. Schools will also be provided with monthly professional development for their School Community Liaisons (SCL) in a program entitled, School Community Liaison Network. Topics to be covered include: the role of the SCL, identifying barriers to parent and family engagement, LCFF and LCAP information, developing volunteer programs, and providing parent workshops at their schools. These classified staff members will provide leadership at their site in connecting teachers to parents, parents to parents, parents to resources, and providing workshops/ materials for student learning and social-emotional development. A series of workshops will also be provided to elementary teachers to facilitate parent workshops at their school. Federal funds will be used to support the teacher-parent partnership for building a strong school community for student success. Requests from parents of Title I students who seek additional support can be made directly to site administration, School Site Council, Title I Parent meetings, LCAP Advisory Committee and to the Director of Access and Equity.

Schools identified for Comprehensive Support and Improvement (CSI) or Additional Targeted Support and Improvement (ATSI) involve parents in the development of improvement plans and the SPSA through the School Site Council and a meaningful stakeholder engagement meeting.

Describe, in general, the nature of the programs to be conducted by the LEA's schools under sections 1114 and 1115 and, where appropriate, educational services outside such schools for children living in local institutions for neglected or delinquent children, and for neglected and delinquent children in community day school programs.

Describe how teachers and school leaders, in consultation with parents, administrators, paraprofessionals, and specialized instructional support personnel, in schools operating a targeted assistance school program under Section 1115, will identify the eligible children most in need of services under this part.

THIS ESSA PROVISION IS ADDRESSED BELOW:

CVUSD currently has 19 schools operating as Title I Schoolwide Program; 11 Elementary schools, 1 K-8 school, 3 Junior High schools, 2 High Schools, 1 Continuation School and 1 Community Day School. Students are identified as at-risk of not meeting state standards through on-going data analysis and review via Professional Learning Communities Framework (PLCs). Through this process, guaranteed and viable curriculum is identified, taught and assessed using common formative assessments to determine student progress and provide intervention as needed. Each Title I school will utilize Federal funds to supplement the school's core curriculum, programs and services in efforts to close existing achievement gaps.

In collaboration with parents/guardians through School Site Council (SSC) and English Language Advisory Committee (ELAC), each school site conducts an annual evaluation and updates their School Plan for Student Achievement (SPSA) based on student outcome data and attainment of set goals. Based on most recent data, a comprehensive needs assessment will be conducted, and actionable next steps will be formulated to drive future instruction, promote parent and family participation and engagement, and attain set goals. The Director of Access and Equity will support site administration to ensure SPSAs are aligned to the District's LCAP goals and identified Areas of Emphasis. Federal allocations will be utilized to best support these programs, services and activities.

Plan priorities include:

Instructional Coaches will support the implementation of the ELA/ELD Framework at all Title I schools. Professional Development will be provided to sites in the co-plan, co-teacher model. Ongoing support will be provided in Thinking Maps, planning in ELA/ELD, interventions for students underperforming, and for supports for English Learners.

Technology Training Specialists will support the implementation and integration of educational technology across the curricula. Professional Development will be provided to administrators, instructional coaches, and classroom teachers to support the integration of instructional technology with an emphasis on lessons, assessments, and use of software and hardware.

There are three programs under sections 1114 and 1115 that support neglected or delinquent children in CVUSD: Boys' Republic High School (BRHS), Chino Valley Learning Academy (CVLA) and Buena Vista High School (BVHS).

Boys Republic High School is a small, comprehensive, four-year high school. The courts place most of the students in the program for problems or failures in school, in their family structure, or violations of the law or probation. Prior to placement, most students have failed even in the alternative high schools, have records of truancy, and average about two years below their expected grade levels where credits are a concern. Boys Republic High School offers vocational training in auto mechanics, bakery arts, culinary arts, landscaping, masonry, warehouse distribution, welding, and wood working. These programs also provide alternate approaches for English language learners to utilize the English language. Enrollment in such programs allows for Boys Republic to create a culture of success where students can exit the program empowered with an employable skill set for the workforce.

Boys Republic High School focuses on the following goals:

1. All students will demonstrate appropriate citizenship while at Boys Republic and become contributing citizens in their own communities after graduation.
2. All students will live the Boys Republic motto, 'Nothing Without Labor' and take that work ethic with them into the job market.
3. Students will make progress toward becoming credit current, or become credit current, or graduate from high school, or pass the GED and or be prepared to enter the work force upon leaving Boys Republic with vocational skills.

BRHS staff and students will participate in monthly staff meetings and quarterly School Site Council (SSC) meetings. Student needs will be discussed, along with individual students when a need warrants such discussion. Additional monthly staff meetings address areas of need to improve student success. BRHS has a high turnover rate due to Court Placement and Release. Staff Meetings have become the main process where relevant discussions address all levels of student needs and where the development of actions for intervention occur to positively impact student success.

State assessments such as the Smarter Balanced Assessment Consortium (SBAC) and along with formative and summative ELA and Math assessments aligned with the Common Core State Standards will be used to identify student levels of achievement and determine the needs for extended learning including intervention and enrichment. Students who have been identified in need of extra assistance are monitored through a weekly grade report given by each teacher and then discussed as a team. Interventions are analyzed for appropriateness and effectiveness. Weekly Town Hall meetings

announce success stories and recognize students on a weekly basis. Students are individually recognized upon completion of graduation requirements or earning of the GED.

The institutional staff of BRHS act as parental guardians as students at this court placement facility are wards of the state. Institutional staff, teachers, and administration all provide input into the planning, implementation, and evaluation of each student's educational program. BRHS is a treatment facility. Students are provided with counselors, doctors, and dentists to meet the goals the court has stipulated for successful completion of the student's treatment program.

CVLA is a community day school for students in grades 7 through 12. All students are referred into this program for a specified time as it is designed to meet the needs of students who exhibit behavioral, academic, and/or attendance concerns. The intent of the program is to help students develop problem-solving skills and more effective coping strategies that will result in a greater chance of success when they return to the regular school setting.

CVLA staff meet daily for 30 minutes at the end of the school day to review and discuss student scores on both formative and summative assessments and determine appropriate interventions and resources needed to ensure academic success. Parents are encouraged to volunteer and visit the school. The CVUSD HOPE Parent Resource Center is housed on the CVLA campus and parents are encouraged to utilize this resource when needed. The Bilingual District Community Liaison will assist parents through the Family Engagement Center by providing primary language support to parents if needed to gain knowledge from the programs provided and equip them with proactive strategies to increase parent engagement at the school site.

BVHS is the only daily "credit recovery program" in CVUSD. Students who have reached the age of sixteen, may opt to 'voluntarily' transfer here when they have fallen behind in their academic credits for graduation. Through a consultation process which involves the school administrators, parents, teachers, and students, students are transferred into BVHS. BVHS provides a variety of opportunities for students to recover credits in a small class size environment with a teaching and support staff that has several years of experience working with our most at-risk student population. Students who attain enough credits before graduation may transfer back to their home school or graduate from BVHS.

BVHS offers the needed resources, encouragement, and accountability that many students are lacking in their lives. Services include: individual counseling, Collaboration for Student Success meetings, 504 meetings and support, Individual Education Plans, college advisement, and referrals to outside agencies. Students receive enhanced opportunities to prepare for life after graduation through community partnerships. A team of school administrators, parents, and teachers work with partners to enhance college preparation, encourage personal responsibility, and to prepare for the challenges of the workplace. The District partners with Chaffey Community College and California State University, San Bernardino to offer a variety of programs to students. In particular, the District offers dual enrollment opportunities to prepare students for postsecondary success. Additionally, CTE courses and college readiness pathways are available at all the high schools and the Adult School. Through the Workforce Innovation and Opportunity ACT, the District partners with local business to facilitate postsecondary and workforce success.

Homeless Children and Youth Services

ESSA SECTION 1112(b)(6)

Describe the services the LEA will provide homeless children and youths, including services provided with funds reserved under Section 1113(c)(3)(A), to support the enrollment, attendance, and success of homeless children and youths, in coordination with the services the LEA is providing under the McKinney-Vento Homeless Assistance Act (42 United States Code 11301 et seq.).

THIS ESSA PROVISION IS ADDRESSED BELOW:

In accordance with the McKinney-Vento Homeless Assistance Act, CVUSD's McKinney-Vento CARE Program serves our District's homeless students, unaccompanied youth, and families by ensuring school stability and providing support services for academic success. Homeless students and unaccompanied youth will benefit from immediate school enrollment, even if lacking paperwork normally required. The CVUSD Health Center will provide no-cost immunizations and physicals required for school entry. Additionally, six HOPE Family Resource Centers, centrally located throughout the Chino Valley, will provide resources and referrals for housing, emergency and transitional shelter, counseling, childcare/preschool information, food, clothing and other social supports. Bilingual case managers will provide application assistance for CalFresh, CalWORKs, Medi-Cal, and Covered California benefits while tracking and monitoring our homeless students' grades and attendance throughout the school year. Title I set-aside funds will enhance student learning through counseling, tutoring support, transportation, backpacks/school supplies and emergency food for identified McKinney-Vento students. Communication of services will be dispatched through the HOPE Center and CVUSD Health Center. Case managers and the grant program specialist will make personal contact to homeless student families and youth through phone calls, school orientation, and school visits. Further, the Centers will contact the designated school site personnel to provide information on all applicable services.

Student Transitions

ESSA SECTIONS 1112(b)(8), 1112(b)(10), and 1112(b)(10) (A–B)

Describe, if applicable, how the LEA will support, coordinate, and integrate services provided under this part with early childhood education programs at the LEA or individual school level, including plans for the transition of participants in such programs to local elementary school programs.

Describe, if applicable, how the LEA will implement strategies to facilitate effective transitions for students from middle grades to high school and from high school to postsecondary education including:

- (A) coordination with institutions of higher education, employers, and other local partners; and
- (B) increased student access to early college high school or dual or concurrent enrollment opportunities, or career counseling to identify student interests and skills.

THIS ESSA PROVISION IS ADDRESSED BELOW:

CVUSD pays attention to transitions to ensure that students successfully move through their educational career. The Family Engagement Center (FEC) plays a critical role in working with families as partners during transitions.

While the district does not have any Head Start programs, it houses preschool programs. Our preschool programs will collaborate, coordinate, and align curriculum standards with kindergarten and public schools to ensure that children are prepared for kindergarten. Kindergarten staff and schools are aware of the developmental expectations and standards of preschool. Our preschool teachers will meet regularly with Kindergarten teachers. The preschool supports the state goal of ensuring that all children attending State funded programs will receive a high-quality educational experience with a focus on the California Preschool Learning Foundations. These foundations are based on research shown to promote early learning development. They outline key knowledge and skills that most children can achieve when provided with interactions, instruction, and environments to fit the children's social and emotional needs. The preschool program also uses the DRDP (Desired Results Developmental Profile) implemented by the California Department of Education. This system is aligned to both the state's learning and development foundations for early care and education programs and the content standards for Kindergarten. We encourage professional development for our staff. We determine the needs of professional development through observation and assessment, DRDP (Desired Results Developmental Profile), ECERS (Early Childhood Education Rating Scale), CLASS (Classroom assessment scoring system), as well as parent surveys.

Parent workshops to address the following transitions have been planned for the upcoming school year: Transition to Fourth Grade, Transition to High School, Transition to Junior High, Transition to Kindergarten, and Transition to College. In partnership with the Soroptimist International and Rotary Club of the Chino Valley, Stepping Up for Girls and Stepping Up for Boys are held annually for 6th grade students in support of their leap from elementary to junior high school. Students along with their parents will be provided information about the expectations upon entering junior high school. This event will offer students the opportunity to make a confident transition into junior high school.

To facilitate effective transitions for students from high school to postsecondary education, Chino Valley Unified School District will work with Baldy View ROP to offer courses that are career oriented, and in many cases, offer a certification that will allow students to secure a job in their chosen field. CVUSD has also partnered with Chaffey College in a Dual Enrollment Program that will allow students to earn credits at both the High School and Chaffey College. The purpose of Dual Enrollment is to increase the likelihood of high school graduation and college completion. Students may graduate high school with college credits and because Dual Enrollment courses are free, CVUSD helps support the reduction of the cost of college. Tuition, materials and textbooks will be covered by Chaffey College. All high school sites have the opportunity to utilize the California College Guidance Initiative (CCGI), an online platform available at all sites that includes activities such as FAFSA guidance, Community College and CSU information and application in order to support postsecondary success CVUSD participates in the Work Experience Education Program (WEE). Students must be at least 16 years of age at the time of enrollment. Students are provided support in enrollment, related classroom instruction, work site assignment, work permits, and granting credits. Additionally, our high schools will offer a variety of academy classes that work with industry personnel for internships and "real-world" experience to assist with college and career readiness. Junior High and High Schools will host career fairs and will take students on field trips to see curriculum related work environments.

High school students will utilize their College and Career Centers to take diagnostic type assessments to assist with finding what careers might interest them. One assessment used is the ASVAB. All students in grades 8-12 will have the opportunity to participate in the PSAT/SAT School Day Program.

Additional Information Regarding Use of Funds Under this Part

ESSA SECTION 1112(b)(13) (A–B)

Provide any other information on how the LEA proposes to use funds to meet the purposes of this part, and that the LEA determines appropriate to provide, which may include how the LEA will:

- (A) assist schools in identifying and serving gifted and talented students; and
- (B) assist schools in developing effective school library programs to provide students an opportunity to develop digital literacy skills and improve academic achievement.

THIS ESSA PROVISION IS ADDRESSED BELOW:

CVUSD offers instructional programs for students who qualify for gifted and talented education (GATE). All students in grade two are screened for GATE eligibility unless parents/guardians decline screening. Students in grades three through eight may be considered by an educator or parent for possible GATE eligibility. A school staff member then screens the student(s).

GATE programs are provided for students meeting a specific set of criteria which qualifies them to participate in qualitatively different curricular experiences designed to recognize and nurture the special gifts and talents of individual students using depth, complexity, novelty, and/or accelerating the core curriculum. Elementary program options include participation in cluster classes or part-time groupings in the regular classroom. At the secondary level, GATE identified students may participate in honors classes, advanced placement classes, acceleration, leadership experiences, and/or opportunities to attend classes on a college campus.

In addition to the differentiated daily curriculum, GATE programs may be augmented by part-time pull-outs, before and after school opportunities, or Saturday enrichment activities. Enrichment opportunities may develop in the form of an after school academic competition team at the elementary or junior high school levels. Students have been given opportunities to participate in activities such as Debate, STEM, Coding, Oracle competitions, and Robotics based on the expressed interest and needs at each site. These activities should be related to the core curriculum and provide opportunities for GATE students to work together on advanced learning activities.

To increase the number of teachers who are GATE certified, CVUSD will fund K-8 teachers who are interested in earning their GATE certification. Teachers and site administrators will also have the opportunity to attend professional development trainings through the CAG conference, use of the Depth and Complexity icons training, and Google camp.

The school district employs 35 media technicians for all school libraries: 20 at the elementary schools and 15 at the junior high and high schools. Additionally, high schools benefit from two certificated district teacher librarian. Each school's library will be the point-place to access the expansive research database which includes Gale Resources. Students at the elementary level visit the library weekly and are given an introduction and training on use of library resources and digital materials. At the secondary level, students participate in an orientation that promotes library resources, digital material, and other available resources to build student knowledge and skill development.

In fall 2018, Chino Valley Unified began offering students an 'a-g' approved course in Library Science that can offer even more opportunities for student to develop literacy skills and improve academic achievement. To support the needs of English learners and Special needs students, instruction may be modified in order for all students to successfully conduct research and evidenced-based written research projects and papers. The Division of Curriculum, Instruction, Innovation, and Support will conduct an evaluation of the first year of implementation and determine the effectiveness of the program.

TITLE I, PART D

Description of Program ESSA SECTION 1423(1)

Provide a description of the program to be assisted [by Title I, Part D].

THIS ESSA PROVISION IS ADDRESSED BELOW:

Boys Republic High School (BRHS) is a small, comprehensive, four-year high school used to meet the needs of the young men who have been placed in Boys Republic, a juvenile correction placement facility, by the California Courts. The student population varies but is typically about 125-150 young men with a high turnover rate. About 650 young men are placed in the institution annually. The length of stay for each student varies from a few days to nine months. Most of the students who come to BRHS have a background of juvenile delinquency, poor school attendance, and are severely deficient in credits.

BRHS attempts to remediate basic skills while giving students the opportunity to approach or become credit current, receive a high school diploma or a General Equivalency Diploma (GED). To accomplish these goals, significant remediation needs to occur. BRHS develops student paths that will lead to students achieving vocational skills that will provide an adequate standard of living. BRHS works cooperatively with the institution who serve as the guardians of the young men, parent contact is displaced by the institution because the young men are wards of the court.

Administration and staff analyze student data and determine trends that will assist the school in the implementation of programs and the modification of curriculum to promote student success. Additionally, reading placement tests are used by teachers to modify curriculum. Data is also used by administration to place students in the appropriate educational program that will allow for success but will also expand the student's capacity and academic skills. Federal funds will be used to provide supplemental material that will assist students in meeting grade level standards and achieving the credits necessary for a diploma. Funds will also be used to provide for additional Certificated and/or Classified staffing to support remediation in ELA and Math and GED preparation.

BRHS is staffed with highly qualified and effective teachers. Teachers have access to all district provided professional development in the areas of ELA and Math. Site professional development includes visitations to similar schools and training on district adopted curricular programs and reading instruction across content areas. All Chino Valley Unified School District (CVUSD) professional development is aligned to the Common Core. Site professional development is determined by administration and school staff based upon the needs of the teachers to improve student success. Federal funds will be used for additional professional development to support identified student needs determined by staff through a collaboration process.

BRHS will assist students in meeting ELA and Math standards and in credit recovery through computer-based programs. Staff will meet during PLC to explore integration of educational technology across curricula. BRHS also provides various programs in Vocational Arts to support the skills needed for successful transition. Federal funds will be used to provide additional computer-based curriculum and computer hardware to support the academic needs of the students and to provide additional resources to support the Vocational Arts program.

Federal funds will be used to enhance the educational services to ensure students can meet the challenging California academic content and achievement standards, prevent students from dropping out of school, and to successfully transition from institutionalization to further schooling and employment.

Formal Agreements ESSA SECTION 1423(2)

Provide a description of formal agreements, regarding the program to be assisted, between the LEA and correctional facilities and alternative school programs serving children and youth involved with the juvenile justice system, including such facilities operated by the Secretary of the Interior and Indian tribes.

THIS ESSA PROVISION IS ADDRESSED BELOW:

The California Department of Education has mandated for local County Offices of Education to pass through Title I, Part D Funds to local entities. A subcontract for district services agreement has been made between the Office of the San Bernardino County Superintendent of Schools and Chino Valley Unified School District whereas, the Office of the San Bernardino County Superintendent of Schools is required to pass through funds to Chino Valley Unified School District for The Boys Republic High School, a school for Neglected or Delinquent Youth. A summary of the contract is provided below.

The Office of the San Bernardino County Superintendent of Schools will provide Student Service's Accountability and Assessment Manager to oversee the Boys Republic program and fiscal support. Services shall also include professional development, technical assistance and the Office of San Bernardino County Superintendent of Schools shall act as a fiduciary agent of the Title I, Part D funds distributed to Chino Valley Unified School District. Oversight will include Single Plan for Student Achievement (SPSA) development, SPSA and Local Control and Accountability Plan (LCAP) alignment, School Site Council Training and Facilitation and support activities as deemed necessary and appropriate.

Chino Valley Unified School District agrees to all federal and state terms and conditions governing the receipt and expenditure of Title I, Part D funds.

Both parties agree to the following fiscal provision:

- a. The maximum amount of "pass through" funds under this Contract shall not exceed Two Hundred Thousand and no/100 Dollars (\$200,000.00) according to the following schedule: July 1, 2018 through December 31, 2018 (\$100,000.00) and January 1, 2019 through September 30, 2019 (\$100,000.00)
- b. The rate of reimbursement is contingent upon Average Daily Attendance as captured by the annual CDE Neglected or Delinquent (NorD) Survey completed annually each October. The Reimbursement rate will reflect a 1 student to \$1,000 ratio (not to exceed \$200,000.00 annually).

The Office of San Bernardino County Superintendent of Schools shall have the absolute right to monitor the performance of Chino Valley Unified School District in the expenditures of funds provided under this Contract. Chino Valley Unified School District shall cooperate with the Office of San Bernardino County Superintendent of Schools in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.

Comparable Education Program

ESSA SECTION 1423(3)

As appropriate, provide a description of how participating schools will coordinate with facilities working with delinquent children and youth to ensure that such children and youth are participating in an education program comparable to one operating in the local school such youth would attend.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Because the students at Boys' Republic are wards of the court, the staff works closely with the institution to provide a comparable education for its students. As such, parent contact is displaced, and the staff serves as the students' guardians. In this capacity, they play a crucial role as partners in students' growth and success.

To provide a comparable education for the students, the school will continue to adhere to all federal, state, education codes, and district guidelines for staff, students, curriculum, and instruction.

Instructional staff at Boys' Republic High School are fully and appropriately credentialed in the content areas they teach. Additionally, instructional staff will participate in the district's professional development series to stay current with the areas of instructional emphasis for the school year.

Students will receive academic instruction aligned to the state standards and appropriate interventions to remediate basic skills. Because all students who participate at Boys' Republic are significantly below grade level standards, they will benefit from smaller class sizes, with a 15 to 1, student teacher ratio. English classes will have a 12 to 1 student to teacher ratio. Additionally, students will be further supported by instructional aides who will assist with small group instruction in the classrooms. Read 180, a district adopted English intervention program, will be offered to remediate gaps in English. Vocational programs will continue to be offered to provide another pathway for future career success.

During students' time at Boys' Republic, it is the goal for the students to receive a high school diploma or a General Equivalency Diploma (GED). A+ curriculum will be used as part of the credit recovery program to help students recover deficient credit, so they can complete high school. Students will also participate in 7 classes and not the traditional 6 classes that are offered at comprehensive high schools to assist in the remediation of credits.

Like all other schools, staff will participate in staff meetings and regular team meetings to discuss student needs and monitor their learning goals. Depending on students' instructional needs, students will be supported through individualized educational plans with additional qualifying services. Ongoing celebrations for the distribution of certificates of achievement, recognition of academic and behavioral improvements will be planned to foster a positive learning environment and to instill a culture of success.

Successful Transitions

ESSA SECTION 1423(4)

Provide a description of the program operated by participating schools to facilitate the successful transition of children and youth returning from correctional facilities and, as appropriate, the types of services that such schools will provide such children and youth and other at-risk children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Boys Republic is a non-profit, privately endowed agency providing nationally accredited residential and non-residential youth services to disadvantaged, at-risk young people from throughout California. The Aftercare and Independent Living Programs serve all the agency's facilities. The total capacity for all Boys Republic facilities is 203 including 168 residential beds and the capacity to serve as many as 35 young people (and their families) in day treatment centers. Boys Republic provides diverse programs of educational, psychological, vocational and family reunification services. These programs include:

Educational on-grounds public school (accredited by Western Association of Schools and Colleges)

General testing and assessment

Psychiatric and psychological assessment therapy

Individual professional counseling

Group, single and multi-family counseling

Family preservation, family reunification counseling

Medical, dental and nutritional care

Nationally recognized independent living program

Athletics, recreation, physical fitness

Educational and vocational counseling

Vocational training (ROP)

Work experience, employment training

Substance abuse education, counseling

Structured 24-hour residential services

Intensive day program

Aftercare services for all graduates

Transitional housing program accommodations

The variety of programs exist to support successful transitions for the students. Boys Republic High School offers vocational training in auto mechanics, bakery arts, culinary arts, landscaping, masonry, warehouse distribution, welding, and wood working. These programs also provide alternate approaches for English language learners to utilize the English language. Enrollment in programs such as landscape maintenance, auto shop, welding or masonry, allows for Boys Republic to create a culture of success where students can exit the program empowered because of an employable skill set.

Educational Needs

ESSA SECTION 1423(5)

Provide a description of the characteristics (including learning difficulties, substance abuse problems, and other special needs) of the children and youth who will be returning from correctional facilities and, as appropriate, other at-risk children and youth expected to be served by the program, and a description of how the school will coordinate existing educational programs to meet the unique educational needs of such children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

The students enter Boys Republic with a variety of issues, including substance abuse, family dysfunctions, learning disabilities, school credit deficits, anger management deficits, low level impulse control, and delinquent peer associations. Boys Republic provides diverse programs of educational, psychological, vocational and family reunification services to meet the varied needs of the students. These programs include:

Educational on-grounds public school (accredited by Western Association of Schools and Colleges)

General testing and assessment

Psychiatric and psychological assessment therapy

Individual professional counseling

Group, single and multi-family counseling

Family preservation, family reunification counseling

Medical, dental and nutritional care

Nationally recognized independent living program

Athletics, recreation, physical fitness

Educational and vocational counseling

Vocational training (ROP)

Work experience, employment training

Substance abuse education, counseling

Structured 24-hour residential services

Intensive day program

Aftercare services for all graduates

Transitional housing program accommodations

Through a team approach, which includes institutional staff, teachers, administrators, counselors, doctors, and dentists, appropriate programs are recommended for the students. Site administrator will conduct a yearly evaluation to determine the most effective services which coordinates with existing educational programs for focusing on the needs of the students. Identified effective services will be included in the SPSA.

Social, Health, and Other Services

ESSA SECTION 1423(6)

As appropriate, provide a description of how schools will coordinate with existing social, health, and other services to meet the needs of students returning from correctional facilities, at-risk children or youth, and other participating children or youth, including prenatal health care and nutrition services related to the health of the parent and the child or youth, parenting and child development classes, child care, targeted reentry and outreach programs, referrals to community resources, and scheduling flexibility.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Boys Republic will provide on-site nursing staff during school hours and into the evening to meet the medical needs of the students. Boys Republic's kitchen staff will implement a menu including meals that meets the appropriate nutrition needs of the students.

Students can participate in parenting classes offered by the probation departments in Los Angeles and San Bernardino counties. Through a supportive approach by institutional staff, teachers, administrators, counselors, doctors, and dentists, the team recommends and initiates appropriate programs to support the students' social development and students' well being.

The After-Care Department will be utilized to connect the students and their families with resources in their home communities prior to graduating from the program and throughout the first year after being released.

Postsecondary and Workforce Partnerships

ESSA SECTION 1423(7)

As appropriate, provide a description of any partnerships with institutions of higher education or local businesses to facilitate postsecondary and workforce success for children and youth returning from correctional facilities, such as through participation in credit-bearing coursework while in secondary school, enrollment in postsecondary education, participation in career and technical education programming, and mentoring services for participating students.

THIS ESSA PROVISION IS ADDRESSED BELOW:

The District partners with Chaffey Community College and California State University, San Bernardino to offer a variety of programs to students. In particular, the District offers dual enrollment opportunities to prepare students for postsecondary success. Additionally, CTE courses and college readiness pathways are available at all the high schools and the Adult School. Through the Workforce Innovation and Opportunity ACT, the District partners with local business to facilitate postsecondary and workforce success.

Parent and Family Involvement

ESSA SECTION 1423(8)

Provide a description of formal agreements, regarding the program to be assisted, between the

- (A) LEA; and
- (B) correctional facilities and alternative school programs serving children and youth involved with the juvenile justice system, including such facilities operated by the Secretary of the Interior and Indian tribes.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Parents, family members, and legal guardians are encouraged to be actively involved in their child's program during the stay at Boys' Republic. Parents, family members, or legal guardians are required to participate in Child Family Team Meetings (CFTM) within 10 days of the student's admission, and then 90 days after and 30 days prior to the transition home. Emergency meetings can also be held at any time. If a Native American child is admitted to the program, contact with the child's tribe is made to afford the family the best possible chance for the child to transition back home. Family Permanency is always the priority from the outset of the student's entry into the program.

Program Coordination

ESSA SECTION 1423(9–10)

Provide a description of how the program under this subpart will be coordinated with other Federal, State, and local programs, such as programs under title I of the Workforce Innovation and Opportunity Act and career and technical education programs serving at-risk children and youth.

Include how the program will be coordinated with programs operated under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Boys' Republic High School offers vocational training in auto mechanics, bakery arts, culinary arts, landscaping, masonry, warehouse distribution, welding, and wood working. These programs also provide alternate approaches for English language learners to utilize the English language. Enrollment in programs such as landscape maintenance, auto shop, welding or masonry, allows for Boys Republic to create a culture of success where students can exit the program empowered because of an employable skill set.

Probation Officer Coordination

ESSA SECTION 1423(11)

As appropriate, provide a description of how schools will work with probation officers to assist in meeting the needs of children and youth returning from correctional facilities.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Boys' Republic currently works with 11 county probation departments from Northern California to Southern California. Because Los Angeles County Juvenile Probation has the largest population of students admitted within the program, there are five probation officers assigned on campus to assist both treatment staff and school faculty in meeting the needs of the youth being served. Specifically, every student enrolled at Boys' Republic is required to participate in CFTM which include probation officers, Clinicians, Treatment Staff and family members participate to discuss a student's strengths and areas of concern. Faculty members may also participate in CFTM if the student, treatment staff, or probation Officer request their presence. The purpose of the meetings is to establish treatment goals for the youth via engaging, assessing, and teaming as a unit in order to give the best chance at a successful outcome for all stakeholders involved.

Individualized Education Program Awareness

ESSA SECTION 1423(12)

Provide a description of the efforts participating schools will make to ensure correctional facilities working with children and youth are aware of a child's or youth's existing individualized education program.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Students who enter Boys' Republic with an Individualized Education Plan (IEP) will be assigned a case carrier who will serve in the lead role for advocating and outlining services for the students. The IEP will be reviewed and the students individualized program will be established with services in accordance with the IEP. To facilitate academic success, collaboration with the educational team is an inherent part of the IEP process. District administrators will also review students' IEPs and monitor their progress to ensure the staff and students receive the necessary support for students' academic growth.

Alternative Placements

ESSA SECTIONS 1423(13)

As appropriate, provide a description of the steps participating schools will take to find alternative placements for children and youth interested in continuing their education but unable to participate in a traditional public school program.

THIS ESSA PROVISION IS ADDRESSED BELOW:

At Boys' Republic High School, as part of the transition process for when students complete the program, a CFTM is held 30 days prior to youth transitioning home. During this meeting, if it has been determined the youth cannot return to his school of origin, then the following steps would be taken:

1. Attempt to enroll in another high school within the youth's district.
2. If enrolling in another high school of the student's home district is not an option, arrangements with the closest continuation high school for the student is explored.

Treatment Staff and Aftercare Staff at Boys Republic will assist in aiding the student with the enrollment process prior to transitioning from Boys Republic.

Buena Vista High School serves students who were experiencing difficulties at the comprehensive high schools. These difficulties range from attendance issues, credit deficiency, pregnancy to a variety of disciplinary concerns. Buena Vista has the same graduation requirements as the other high schools in the district and follows the same state and district standards for each course offered. Attending Buena Vista is considered voluntary, though students must meet certain criteria to be accepted. These criteria generally require interventions to be taken at the students' home schools and a commitment to recover credits to either graduate or return to the students' home school.

CVLA is designed to meet the needs of students who are exhibiting behavioral, academic, and/or attendance problems. The intent of the program is to help students develop problem-solving skills and more effective coping strategies that will result in a greater chance of success when they return to the regular school setting. As a Community Day School, it services students in grades 7 through 12. Eligible students include:

1. Students who are expelled
2. Students who are probation-referred
3. Students referred by a district-level process

The priority for assignment to CVLA is given to expelled students. Each student enrolled has certain conditions that must be met before they may re-apply back to the school district for readmittance into the regular school setting. CVLA follows the state mandate which requires a community day school to have a minimum of 360 minutes of classroom instruction. CVLA utilizes the district's Common Core based curriculum.

TITLE II, PART A

Professional Growth and Improvement

ESSA SECTION 2102(b)(2)(B)

Provide a description of the LEA's systems of professional growth and improvement, such as induction for teachers, principals, or other school leaders and opportunities for building the capacity of teachers and opportunities to develop meaningful teacher leadership.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Professional growth and improvement are targeted for new teachers (Year 1 and 2), teachers by grade level and subject area, Assistant Principals, Principals, and District Office Administrators. Professional learning is individualized for each of the groups based on data and learning needs assessment.

New teachers are directly supported by the Chino Valley Teacher Induction Program, which is designed to provide an individualized, two-year, job-embedded, system of weekly support and professional learning that begins the teacher's first year of teaching. The intent of this induction program is to support a candidate's development and growth as a professional educator by building on the knowledge and skills gained during a Preliminary Preparation program through a robust mentoring system designed to help each candidate work to meet the California Standards for the Teaching Profession. Each Candidate receives an average of not less than one hour per week of individualized support/mentoring coordinated and/or provided by a qualified mentor who provides level of support in the form of "just in time" mentoring, as well as consistent and meaningful collaboration, reflection, and professional learning, based on each candidate's individual needs, goals, job assignment, and interests, in order to guide each candidate in developing enduring professional skills. Candidates meet as a whole group four times each year, for programmatic information sessions.

Principals and school leaders meet semi-monthly with district administration for communications combined with ongoing professional growth and development in areas that relate directly to current issues and administration-specific tasks, such as Classroom Learning Rounds and Administrative Walk-Throughs. Additionally, new principal meetings are held monthly to provide support that directly relates to new administrators.

Ongoing professional growth and development opportunities for teachers and administrators at various stages of their careers are supported by CVUSD in many ways. New teachers are supported through the induction program as well as locally provided new teacher trainings that target issues and concerns that specifically pertain to new teachers, such as classroom management and content instruction.

Ongoing instructional support is provided for all teachers through the use of instructional coaches at all grade levels, in addition to professional learning opportunities aligned to CVUSD's Areas of Emphasis: Professional Learning Communities (PLC), 4C's- Communication and Collaboration, Common Core ELA, Common Core Math and Standards for Mathematical Practices #4, Model with Math, and #5 Using Tools Strategically, Positive Behavioral Interventions and Support (PBIS), Instructional Technology, and Timely Feedback on Formative Assessment. These areas were identified by the Teaching and Learning Task Force as focus areas for 2019-2020.

Veteran teachers are specifically supported through the Peer Assistance and Review (PAR) process, collaboratively administered by the bargaining unit and the district.

Leadership capacity for teachers and administrators is built through professional development academies such as: Skillful Leadership for Site Administrators, Aspiring Administrators for future teacher leaders, and ongoing teacher support provided by Instructional Coaches upon request to meet individualized professional needs.

District administrators participate in self-selected, professional learning provided by three southern California: County Offices of Education: Riverside COE, San Bernardino COE, and Los Angeles COE. These workshops and conferences help district administrators stay current on policies and information necessary to operate effectively. State-level professional learning and ongoing support is also attended, such as in the yearly Credential Counselors & Analysts of California (CCAC) conference. This conference provides credential information and liaison services to agencies involved in the credentialing process for California school personnel.

Growth and professional development of teachers and administrators can be measured through teacher and administrator retention rates, progressive improvement in teacher evaluations, and administrator recruitment from within.

Systems of professional growth and improvement will be evaluated by the Teaching and Learning Task Force based on data gathered through student academic performance, survey results, and formative feedback. Data is collected after each training session, reflected upon, compared with student performance data, and then used to refine the specific trainings in addition to providing information for needs and development of future professional learning opportunities.

Professional learning opportunities will be varied in delivery: district-wide days during school hours, after-school workshops, site based professional development offerings and volunteer sessions. Implementation for learning will be supported through site-based professional development from site administrators and coaching opportunities from Instructional Coaches.

Prioritizing Funding

ESSA SECTION 2102(b)(2)(C)

Provide a description of how the LEA will prioritize funds to schools served by the agency that are implementing comprehensive support and improvement activities and targeted support and improvement activities under Section 1111(d) and have the highest percentage of children counted under Section 1124(c).

THIS ESSA PROVISION IS ADDRESSED BELOW:

The use of Title II Funds will be prioritized based on student achievement data as well as quantitative and qualitative data resulting from district surveys, administrative walk-throughs, and collaborative learning rounds. Input is also sought from the District's Teaching and Learning Task Force whose role is to establish and prioritize the District's Areas of emphasis and professional development.

CVUSD identified three schools (Boys Republic, Buena Vista High School, and Chino Valley Learning Academy) for Comprehensive Support and Improvement (CSI) and will support the schools in creating an evidenced-based CSI action plan based on greatest needs. This will entail a needs assessment which includes a review and evaluation of each site's performance on local and state indicators to determine student levels of performance as well as identifying resource expenditure inequities. Revisions will also be made for the 2019-2020 SPSA that meet CSI / ATSI (Additional Targeted Support and Improvement) requirements. Title II funds will be allocated to each school site for materials and professional development to support tailored needs.

Data and Ongoing Consultation to Support Continuous Improvement

ESSA SECTION 2102(b)(2)(D)

Provide a description of how the LEA will use data and ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under this part.

THIS ESSA PROVISION IS ADDRESSED BELOW:

CVUSD will use data and various models of ongoing consultation to continually update and improve professional learning opportunities for all staff to close the achievement gap for English Learners, low-SES students, Special Education students, and Foster Youth. Quantitative and qualitative data will be collected, reflected upon, and analyzed to determine the effectiveness of professional development. Site administrators will be consulted to ensure that site level needs are met.

If performance gaps or a lack of progress are identified, the team will explore the root causes and methods for addressing improvements. The school site leadership team will meet at least five times during the year to engage in a collaborative cycle of inquiry, action planning, implementation, and reflection, to foster continuous improvement. Outcomes for the process will be to identify professional development goals, support action steps and services, and metrics for monitoring. District administration will collaborate and provide support to site administration. Site administration will review pertinent data with various stakeholder groups at least twice a year. Additionally, Title II activities will be coordinated with other district programs through scheduled meetings throughout the school year.

TITLE III, PART A

Title III Professional Development

ESSA SECTION 3115(c)(2)

Describe how the eligible entity will provide effective professional development to classroom teachers, principals and other school leaders, administrators, and other school or community-based organizational personnel.

THIS ESSA PROVISION IS ADDRESSED BELOW:

The Director of Access and Equity will work closely with school administrators in the analysis and review of each site's needs assessment and will assist in the development, revision, and the evaluation of the School Plan for Student Achievement (SPSA). The SPSA will include site level effective high-quality professional development that meets the needs of English Learner students. Professional Development will be aimed at assisting classroom teachers, parents, administrators, and other school leaders to increase student English language proficiency. Additionally, workshops and trainings focusing on the instructional design for English learners, assessments, and reclassification will be offered to administrators in order to support improved instruction and assessment of progress of English learners.

Title III funds will be used to employ Instructional Coaches who assist in providing district New Teacher training and classroom teacher site support for those teachers who are assigned to teach Designated English Language Development (DELD) or Integrated English Language Development (IELD). Title III Instructional Coaches will provide professional development in the ELA/ELD framework and on research based best practices in instruction. This work will include incorporating an effective lesson design and differentiation during Designated ELD and Integrated ELD. Pedagogy will be supported through the co-plan/co-teach model with individual teachers. Follow up support will be available to all school sites to ensure sustained implementation of practices yielded from professional development and enhance the ability of such teachers to understand and implement curricula, assessment practices and measures, and instructional strategies for English learners to gain English language proficiency and academic success across content areas. Instructional Coaches will support site administration on increasing understanding and knowledge of the ELA/ELD Framework, components of the EL Program in the current ELA/ELD adoption at both the elementary and secondary level, monitoring and support of Thinking Maps implementation as well as introduction to Academic Collaborative Discussions. Professional Development for the 2019-2020 school year will include Special Ed Teachers as well as Classified aides in order to address the needs of Special Ed students who are designated English learners.

Through the Family Engagement Center, the district Parent, School, Community Specialist will offer professional development to support family and community needs. An EL Parent Academy that focuses on navigating the American school system for their child's success has been scheduled for the 2019-2020 school year. The schedule for the trainings is advertised on the district's website with information distributed to all schools to promote participation in the trainings.

Enhanced Instructional Opportunities

ESSA SECTIONS 3115(e)(1) and 3116

Describe how the eligible entity will provide enhanced instructional opportunities for immigrant children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Immigrant youth will have enhanced opportunities to advance their learning. Title III Instructional Coaches will provide professional development and support to teachers on research-based strategies such as Thinking Maps and Kagan Cooperative Strategies for Immigrant youth to be equipped to use a broad repertoire of strategies to construct meaning from academic talk and complex text, to participate in academic discussions, and to express themselves in writing across a variety of academic situations. Title III Instructional Coaches will assist and support teachers during release time to help design high quality activities based on the key themes of ELA/Literacy and ELD Instruction which are:

1. Meaning Making – Focus of ELA/Literacy and ELD instruction, analyzing and comprehending text
2. Language Development – Connects to the language and reading standards, highlighting the development of academic and domain-specific vocabulary, syntax, and text structures
3. Effective Expression – includes writing, discussions and presentations, and language conventions
4. Content Knowledge – Connects to informational text and development of the standards related to research and other contents
5. Foundational Skills – Print Concepts and Phonological Awareness

Classroom visits will be scheduled to observe students applying these strategies. Release time will be given to teachers to analyze data from formative and summative assessments and obtain evidence about how students' thinking, and language use evolve during the learning process.

Immigrant youth will have access to Lexia which is a comprehensive technology-based literacy program that extends learning for students who are advanced and accelerates learning for students who struggle. Lexia supports phonological awareness and phonics at the earliest skill levels, enhances vocabulary knowledge, develops key comprehension strategies, builds fluency and improves speaking and listening skills.

Sites will provide students with the opportunity to participate in Lexia and other technology-based literacy programs for an extended time before and after school. Additional supplemental materials, resources and technology will be purchased to support extended day school programs focusing on literacy services. Paraprofessionals and specialized instructional support personnel will be hired to provide tutoring and mentoring opportunities for immigrant youth. Sites will provide parent and community outreach activities to assist immigrant parents to become active participants in the education of their children. Through the Parent Engagement Center, funds will be used to provide services at both the center and sites that continue to promote meaningful collaboration between home and school to ensure academic success.

Title III Programs and Activities

ESSA SECTIONS 3116(b)(1)

Describe the effective programs and activities, including language instruction educational programs, proposed to be developed, implemented, and administered under the subgrant that will help English learners increase their English language proficiency and meet the challenging State academic standards.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Chino Valley Unified School District has 3,140 English Learners. Spanish and Mandarin are the top two languages other than English spoken by our English learners. Chino Valley Unified School District offers a Structured English Immersion Program that includes Designated and Integrated English Language Development (DELD and IELD). CVUSD does not offer any other program options. To help English learners, increase their English language proficiency and meet the State academic standards, the following initiatives have been planned:

1. Designated ELD (DELD) Training and Planning: Title III Instructional Coaches will provide training to site DELD teachers on the DELD Wonders beyond the DELD publisher training. The ELA/ELD Framework will be reviewed. DELD and ELA planning tools will be shared. Teachers will have the opportunity to delve deeper into DELD Wonders resources and planning options. Title III Instructional Coaches will provide support to teachers as they plan for DELD instruction using planning tools shared.

2. Integrated ELD (IELD)-Language Demands: Title III Instructional Coaches will provide training to site Instructional Coaches and teachers on when IELD takes place, what is used, and how IELD instruction supports the linguistic and academic needs of English learner students. The ELA/ELD Framework will be reviewed. Strategies that can be incorporated during content area instruction will be discussed. English learners will benefit from this training as teachers develop lessons and utilize strategies that will increase language acquisition as well as build content knowledge.

3. Support for new ELA/ELD curriculum-Wonders: Title III Instructional Coaches will provide site training and support to teachers on the ELA/ELD component of Wonders. The purpose of Integrated and Designated ELD in the standards will be reviewed to support teacher understanding. Instructional Coaches will identify best practices embedded within California Wonders and Wonders for English Learners and will collaborate to determine how resources would be best used in the classroom. Teachers will have the opportunity to study ancillary teaching resources available during Designated ELD instruction and will determine how the resources will be used for the year. Assessment options will also be discussed. Students and teachers will benefit from this training as they learn to navigate through the ELA Wonders. Lesson planning, pacing, and utilizing resources will be done with the English learner in mind.

4. Support for newly adopted ELA/ELD curriculum at the Junior High-Houghton Mifflin Harcourt Collections: Title III Instructional Coaches will work with site Instructional Coaches to prioritize components of the ELA/ELD adoption that support EL students with English language proficiency and academic success across content. Title III Instructional Coaches will collaborate and support site Instructional Coaches on the development of professional development for site teachers on how to plan, deliver, and assess Integrated ELD lessons across content. Title III Instructional Coaches will provide training on DELD and will produce video modules that will support English language learning across content.

5. Support for newly adopted ELA/ELD curriculum at the High School-Pearson: Title III Instructional Coaches will attend the publisher training and learn about each program alongside the teachers. They will assist teachers and site Instructional Coaches on analyzing the Integrated ELD component and its effectiveness on student learning across content areas. Title III Coaches will support teachers in their delivery of Designated ELD lessons by way of the co-plan/co-teach model.

These initiatives will be measured for effectiveness through Data Chats with teachers, site Instructional Coaches, site administration and the Coordinator of Access, Equity and Assessment. Progress monitoring will occur over the year of English proficiency and academic growth. Title III Instructional Coaches will assist teachers with instructional strategies and providing differentiated instruction for those students who are not making growth and have been identified during site data chats as needing extra support to ensure academic success.

English Proficiency and Academic Achievement

ESSA SECTIONS 3116(b)(2)(A-B)

Describe how the eligible entity will ensure that elementary schools and secondary schools receiving funds under Subpart 1 assist English learners in:

- (C) achieving English proficiency based on the State's English language proficiency assessment under Section 1111(b)(2)(G), consistent with the State's long-term goals, as described in Section 1111(c)(4)(A)(ii); and
- (D) meeting the challenging State academic standards.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Sites are held accountable for meeting English acquisition progress for English learners through the availability of strategic support for elementary and secondary schools to ensure the success of students to achieve English language proficiency. Through a well-defined scope and sequence of curriculum coupled with ongoing professional development, all teachers of English learners will be supported in their teaching of Designated and Integrated ELD. Onsite coaching through the co-plan/co-teach model will be available to teachers to support their pedagogy. All English learner elementary students who are below standards or not progressing will receive additional support from intervention teachers during the school day. Additional interventions during the day will also be embedded within the school day for English learners at the secondary level. School administrators will also participate in data chats with students, teaching staff, and district office administrators to review student progress for achieving. The Director of Access and Equity conducts site visits and classroom observations of DELD instruction in order to monitor the effectiveness of instruction using current adoption assessments and rubrics and determine site support needs. Meetings are held with Title III Instructional Coaches to discuss program implementation, progress of students and site needs.

The Coordinator of Access, Equity, and Assessment will provide cohesive support to school sites in the implementation of ELD standards, instructional strategies, and the monitoring of student progress on achieving English proficiency based on data received from state, formative, and summative assessments. Academic Monitoring forms are completed for each reclassified student to ensure continued academic success. Reclassified students are monitored for four years after reclassification. Each site EL Coordinator works with academic content teachers in monitoring student progress. If after a review of academic progress it is determined that a reclassified student is in need of additional support, a meeting is held with teachers, site administrator, and parents to collaborate in the development of the academic support plan needed to support academic success.

TITLE IV, PART A

Title IV, Part A Activities and Programs

ESSA SECTION 4106(e)(1)

Describe the activities and programming that the LEA, or consortium of such agencies, will carry out under Subpart 1, including a description of:

- (A) any partnership with an institution of higher education, business, nonprofit organization, community-based organization, or other public or private entity with a demonstrated record of success in implementing activities under this subpart;
- (B) if applicable, how funds will be used for activities related to supporting well-rounded education under Section 4107;
- (C) if applicable, how funds will be used for activities related to supporting safe and healthy students under Section 4108;
- (D) if applicable, how funds will be used for activities related to supporting the effective use of technology in schools under Section 4109; and
- (E) the program objectives and intended outcomes for activities under Subpart 1, and how the LEA, or consortium of such agencies, will periodically evaluate the effectiveness of the activities carried out under this section based on such objectives and outcomes.

THIS ESSA PROVISION IS ADDRESSED BELOW:

The Title IV priorities were created based on parent, staff, and student feedback on the annual district surveys, District English Learner Advisory Committee (DELAC) meetings, and LCAP community forums. Site principals of schools identified as CSI/ATSI met with district administrators to review school data, feedback from students, parents, and staff on annual survey, School Site Council and English Learner Advisory meetings as part of conducting a needs assessment. School Plans for Student Achievement (SPSA) were reviewed to determine next steps for identified support needs.

The District's 2018-2019 Title IV allocation was \$308,428.00. Distribution of funds are as follows:

1. Supporting the effective use of technology - Not to exceed \$46,264.20

The district will continue to support technology integration in the classroom throughout the district with professional development and 1:1 device usage at CSI/ATSI and identified high poverty Title I schools. Evaluation of effectiveness will be measured by monitoring student achievement progress on virtual learning software and an increase in positive social emotional score on the SAEBRS.

2. Supporting safe and healthy students - \$131,082.00

Funds will be used to provide Mental Health resources to sites that address coping skills, drug and violence prevention, parent education workshops and self-regulation skills. Support will continue for Schoolwide Positive Behavioral Interventions, school wide safety, and activities that support building a positive and safe school climate that may include assemblies, professional development, supplemental materials that promote school connectedness and increase student engagement. Effectiveness of activities will be monitored for an increase of student engagement and connectedness and a decrease in absenteeism and discipline through the district PBIS program's surveys and site walk-through visits that occur at minimum twice a year, once in fall and once in spring.

3. Providing students with a well-rounded education - \$131,082.00

Funds will be used to support existing STEM programs at school sites and to expand STEM activities at all sites through professional development for teachers and site administrators, enrichment activities for students during and after school hours, and purchase of supplemental materials. Funds will also be used to support the existing Visual and Performing Arts program at all sites and expand music programs at designated Title I schools at the secondary level as well as purchase instruments in order to support the expansion of our Orchestra program by increasing student participation at the elementary level is to be considered. Funds may be used to explore implementation of a Dual Immersion Program in the future. The district will also work with counselors at the secondary level to explore increased opportunities for student participation in College and Career guidance and counseling programs through partnerships with local colleges.

Funds have been used to purchase 1:1 devices for Chino Valley Learning Academy (CVLA), our Community Day School, to support student academic achievement and student engagement. CVLA has been identified as a CSI school. Funds have also been used to support elementary STEM programs with the purchase of items such as Osobots and Little Bits.

The Director of Access and Equity has engaged in timely and meaningful consultation with identified private school officials during the development of this application for funding and currently CVUSD does not have any private schools accepting participation in Title IV funding.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • School Safety • Positive School Climate
Humility • Civility • Service

DATE: June 20, 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: ADOPTION OF THE 2019/2020 BUDGET

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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. 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 adopt the 2019/2020 budget for all funds and authorize the Superintendent or designee to sign the 2019/2020 District Certification of Budget Adoption.

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CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 20, 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 SYCAMORE ACADEMY OF SCIENCE AND CULTURAL ARTS-CHINO VALLEY CHARTER SCHOOL; SHARED USE AGREEMENT BETWEEN CHINO VALLEY UNIFIED SCHOOL DISTRICT AND SYCAMORE ACADEMY OF SCIENCE AND CULTURAL ARTS-CHINO VALLEY CHARTER SCHOOL

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BACKGROUND

On March 29, 2019, pursuant to the requirements of Education Code section 47614 and its implementing regulations, the District sent Sycamore Academy of Science and Cultural Arts-Chino Valley (“SASCA-CV”) charter school the Final Notification of Facilities Offered of co-located facilities at the District’s Alternative Education Center/ former Los Serranos school site, the Final Facilities Memorandum of Understanding (“MOU”) between CVUSD and SASCA-CV, and the Proposed Shared Use Agreement.

On April 29, 2019, the District received a letter from Ms. Hale responding to the District’s March 29th Final Notification of Facilities Offered correspondence. Ms. Hale’s April 29th letter states, “In compliance with the Implementing Regulations, please be advised that the Charter School intends to occupy the offered space.”

On May 16, 2019, the District responded to Ms. Hale’s April 29th correspondence and confirmed SASCA-CV’s agreement with certain terms and District requested that the SASCA-CV’s Ronald Reagan Charter School Alliance Board of Trustees agendaize and approve the District’s Final Facilities MOU and the Shared Use Agreement.

On June 10, 2019, SASCA-CV’s Board of Trustees approved the Final Facilities MOU with the Shared Use Agreement.

On or around June 10, 2019, SASCA-CV Executive Director Ms. Barbara Hale signed the Final Facilities MOU and the Shared Use Agreement.

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 the Chino Valley Unified School District and Sycamore Academy of Science and Cultural Arts-Chino Valley charter school, and the Shared Use Agreement between the Chino Valley Unified School District and Sycamore Academy of Science and Cultural Arts-Chino Valley charter school.

FISCAL IMPACT

Pursuant to Education Code section 47614, the District will charge SASCA-CV a total pro rata share fee of \$99,276.70 based on District's facilities costs for SASCA-CV's use of exclusive and shared space at the District's Alternative Education Center/former Los Serranos school site, in addition to charging SASCA-CV a proportionate share of utility services costs in the amount of \$1.82 per square foot each month during the one-year term of the Final Facilities MOU.

NE: GJS

FINAL
FACILITIES MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CHINO VALLEY UNIFIED SCHOOL DISTRICT AND
SYCAMORE ACADEMY OF SCIENCE AND CULTURAL ARTS-CHINO VALLEY
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 Ronald Reagan Charter School Alliance ("RRCSA"), a California non-profit public benefit corporation (California Secretary of State number C3065333 and federal employer identification number 26-1352817) operating the Sycamore Academy of Science and Cultural Arts-Chino Valley ("SASCA-CV") charter school. The District and SASCA-CV may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, District holds title to 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, SASCA-CV is a TK-5th grade charter school for its first year of operation located within the boundaries of the District whose charter was conditionally approved by the San Bernardino County Board of Education on December 3, 2018, and on January 7, 2019, the San Bernardino County Board of Education found that SASCA-CV met the conditions required for approval such that SASCA-CV's charter was approved for a five-year term from July 1, 2019 to June 30, 2024;

WHEREAS, on October 31, 2018, SASCA-CV 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 or before February 1, 2019, pursuant to the requirements of Education Code section 47614 and its implementing regulations, the District offered to provide SASCA-CV with co-located facilities sufficient to house SASCA-CV's in-District students ("Preliminary Proposal");

WHEREAS, on February 26, 2019, the District received SASCA-CV's response to the District's February 1, 2019 Preliminary Proposal;

WHEREAS, on March 6, 2019, the District sent a letter to SASCA-CV requesting clarification of SASCA-CV's February 26th response;

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

WHEREAS, on March 12, 2019, the District received SASCA-CV's response to the District's request for clarification;

WHEREAS, on March 20, 2019, the District sent a letter to SASCA-CV asking whether SASCA-CV is in agreement with the District's proposals about fencing installation, push bar gate installation, and expansion of the concrete walkway from SASCA-CV's entrance and stating that the District is not required to pay for modifications to the school site pursuant to California Code of Regulations, Title 5, section 11969.3(a)(4);

WHEREAS, on March 21, 2019, SASCA-CV responded via email correspondence that SASCA-CV is in agreement with all of the District's proposals in the District's March 20, 2019 letter;

WHEREAS, on March 29, 2019, pursuant to the requirements of Education Code section 47614 and its implementing regulations, the District sent SASCA-CV its Final Notification of Facilities Offered, which provides SASCA-CV with reasonably equivalent facilities sufficient to house SASCA-CV's in-District students ("Final Notification");

WHEREAS, on or before May 1, 2019, pursuant to the requirements of Education Code section 47614 and its implementing regulations, SASCA-CV must notify the District whether SASCA-CV intends to occupy the space identified in the Final Notification of Facilities offered;

WHEREAS, the District and SASCA-CV wish to set forth the terms and conditions on which SASCA-CV shall have the right to use co-located facilities (the "Premises") located at 15650 Pipeline Ave, Chino Hills, California (formerly Los Serranos Elementary) for the sole purpose of operating SASCA-CV's educational program in accordance with SASCA-CV's July 19, 2018 charter petition, as well as the responsibilities of SASCA-CV with respect to the use and operation thereof; and the rights and responsibilities of the District as the title holder of that certain real property to be used;

WHEREAS, the District and SASCA-CV enter into this Agreement for SASCA-CV's use of the Premises 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.*

NOW, THEREFORE, in consideration of SASCA-CV's pro rata share payment and of the covenants and agreements set forth herein to be kept and performed by SASCA-CV, the Parties agree as follows:

1. **Term.** The term of this Agreement ("Term") is for one year, beginning on July 1, 2019 and shall terminate 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

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Page 2 of 30
V.2

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

that the Premises will be available for any additional term beyond the current Term. The District retains all rights, including the right to move SASCA-CV in the future in conformity with the law.

2. **Use of the Premises.** The District agrees to allow SASCA-CV's use of the Premises, for the sole purpose of operating SASCA-CV's educational program in accordance with SASCA-CV's July 19, 2018 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 SASCA-CV's affiliates, SASCA-CV's back-office service providers, other non-profits affiliated in any way with SASCA-CV, or any other entities.

A. The District offers SASCA-CV an amount and configuration of space upon the Premises, as follows:

i. **Exclusive Use.** As depicted in Attachment 1 Site Plan, the facilities to be provided by the District for SASCA-CV's exclusive use include the following:

1. Eleven (11) Classrooms for TK-5 students (includes two (2) classrooms with restrooms suitable for use as kindergarten classrooms);
2. One (1) Classroom with a restroom suitable for use as a Nurse's Office and/or Office Space;
3. One (1) classroom suitable for use as Office Space;
4. Library;
5. Fenced Kindergarten Playground and play area;
6. One (1) Storage room;
7. One (1) Custodial closet;
8. One (1) Dumpster and one (1) Recycling Bin; and
9. Fifteen (15) Parking Spaces in the Upper Parking Lot.

ii. **Shared Use.** As depicted in Attachment 1 Site Plan, the facilities to be provided by the District for SASCA-CV's shared use include the following:

1. Student Restrooms in Building C;
2. Upper Playground;
3. Athletic Fields;
4. Paved Play-Space/Basketball Courts;

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Page 3 of 30
V.2

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

5. Covered Pick-Up/Drop-Off Area; and

6. Sixty-nine (69) Parking Spaces in the Front Parking Lot.

iii. SASCA-CV's use of exclusive and shared space on the Premises shall be governed by the Shared Use Agreement, Attachment 2.

B. Delivery of the Premises. The District agrees to have the Premises furnished, equipped and available for occupancy by SASCA-CV on July 31, 2019, at least ten (10) business days prior to the commencement of SASCA-CV's first day of instruction on August 14, 2019 pursuant to 5 C.C.R. § 11969.9(j).

C. Furnishings and Equipment. The District will provide SASCA-CV reasonably equivalent furnishings and equipment to SASCA-CV. All furnishings and equipment provided to SASCA-CV shall remain the property of the District, shall be used for the sole purpose of operating SASCA-CV's educational program, and shall be returned to the District at the end of the Term in the same condition as received upon vacating the Premises. SASCA-CV shall be financially responsible for any damage caused by its use of the furnishings and equipment.

i. Furnishings and equipment purchased with non-District funds are excluded from the analysis of reasonably equivalent pursuant to 5 C.C.R. § 11969.2(e).

ii. The District shall develop and maintain an inventory of all reasonably equivalent furnishings and equipment provided to SASCA-CV during the Term of this Agreement.

iii. SASCA-CV shall develop and maintain an inventory of all SASCA-CV furnishings and equipment purchased by SASCA-CV during the Term of this Agreement. SASCA-CV shall provide the District with a written copy of the SASCA-CV inventory on September 1, 2019 and June 1, 2020.

iv. During the Term of this Agreement, SASCA-CV 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.

D. Civic Center Act. SASCA-CV shall have use of the space allocated to SASCA-CV for the operation of its educational program pursuant to the SASCA-CV charter during its regular school hours; provided, however, that 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 (Education Code § 38130 et seq.) and/or any joint use or recreational program use that has been deemed appropriate by the District. SASCA-CV shall direct all individuals requesting

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Page 4 of 30
v.2

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

Civil Center Act, joint use or recreational program use to contact the District to request the use of the Los Serranos school site facilities.

E. Current Program Use. SASCA-CV agrees that it will not engage in any conduct which has the purpose or effect of disrupting or undermining the operation of current programs' use of the Los Serranos school site including the District's Alternative Education Center, the Chino Valley Learning Academy, the Spectrum Center Schools and Programs, or the Hope Family Resource Center.

F. Third-Party Use. In the event a District-approved third-party uses the Premises, SASCA-CV 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. 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 furnishings and equipment thereon, if any, shall revert to the District, unless the Parties mutually negotiate a successor agreement, regarding SASCA-CV's continued use of the Premises for SASCA-CV'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.

H. 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 geographical boundaries of a school district. SASCA-CV agrees that it will not establish any additional physical locations and/or sites within the District beyond the Premises.

I. Full and Complete Satisfaction. SASCA-CV agrees that, by accepting the Premises, SASCA-CV certifies that the District has fully and completely satisfied the District's obligation to provide facilities, including furnishings and equipment, to SASCA-CV under Education Code section 47614 and all Proposition 39 implementing regulations for the duration of the Term. SASCA-CV 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 SASCA-CV may believe would violate the substantive or procedural requirements of Proposition 39 and its implementing regulations.

J. Enrollment. The Parties agree that during the Term of this Agreement SASCA-CV's total in-District enrollment shall be consistent with SASCA-CV's acceptance of the District's projection of in-District ADA of 235.6.

K. Allocation of Facilities. Pursuant to the requirements of Proposition 39, the allocation of classrooms and space at the Premises to SASCA-CV is based upon an assumption of 235.6 in-District ADA for the 2019-2020 school year. In the event that the space allocated to SASCA-CV has been "over allocated" in accordance with 5 C.C.R. § 11969.8, SASCA-CV shall

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Page 5 of 30
V.2

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

reimburse the District accordingly. As required under 5 C.C.R. § 11969.9(I), SASCA-CV must report actual ADA to the District every time that SASCA-CV reports ADA for apportionment purposes. SASCA-CV's reports must include in-District and total ADA and in-District and total classroom ADA. SASCA-CV must maintain records documenting the data contained in its ADA reports. All such records shall be available on request by the District. Additionally, the District may request backup documentation confirming SASCA-CV's in-District ADA in a manner that is reasonably acceptable to the District at any time.

L. Utilities. SASCA-CV shall be responsible for payment of utility services costs during SASCA-CV'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, etc.) and bill SASCA-CV monthly for its proportionate share of utility services in the amount of \$1.82 per square foot. The District shall also secure a dumpster and recycling bin and bill SASCA-CV monthly for the fees associated with the rental costs of the dumpster and recycling bin as well as the fees for trash collection and disposal. The District shall bill SASCA-CV for fees associated with maintaining the Computer Network at the Los Serranos school site for SASCA-CV. The utility services fee, the dumpster and recycling bin rental costs, trash collection costs, and Computer Network fee, shall be invoiced by the District to SASCA-CV. SASCA-CV 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. SASCA-CV understands the utility services fee is in addition to the pro rata share fee.

M. Computer Network and Internet Services. The District will provide SASCA-CV a reasonably equivalent Computer Network for the Los Serranos 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 SASCA-CV. SASCA-CV shall have the right to use the Computer Network at Los Serranos only for legitimate SASCA-CV business and educational purposes. If SASCA-CV accepts the Final Notification of Facilities offer from the District, the District will prepare a Computer Network Memorandum of Understanding that defines the District's provision of and SASCA-CV's use of the District's computer network at the Los Serranos school site. SASCA-CV shall secure Internet and phone services at its own cost.

3. Fees for Use of Facilities.

A. Pro Rata Share Fee. The District shall provide SASCA-CV with reasonably equivalent facilities for the 2019-2020 school year and shall charge SASCA-CV a pro rata share fee pursuant to Education Code section 47614(b) and 5 C.C.R. § 11969.7. A breakdown of the calculation of the pro rata share is shown in Attachment 3.

B. Assessment of Pro Rata Share Fee. The pro rata share fee will be due to the District on a monthly basis in amounts equal to one tenth of the total pro rata share fee. The pro rata share fee will be payable by SASCA-CV to the "Chino Valley Unified School District" and delivered to the CVUSD Assistant Superintendent of Business Services. The District shall invoice

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Page 6 of 30
V.2

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

SASCA-CV for ten monthly installment payments, commencing September 1, 2019 and ending with the tenth and final payment due on June 1, 2020. Payment from SASCA-CV to the District will be due in thirty (30) calendar days from the date of the invoice.

C. Late Payment. SASCA-CV acknowledges that late payment of the pro rata share charge by SASCA-CV to the District will cause 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 any installment of the pro rata share charge or any other sum due from SASCA-CV by 4:00 p.m. within ten (10) calendar days after the payment is due, SASCA-CV shall pay to 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 SASCA-CV shall represent a fair and reasonable estimate of the costs District will incur by reason of late payment by SASCA-CV. Acceptance of late sums by District shall in no event constitute a waiver of SASCA-CV's default with respect to any overdue amount, nor prevent District from exercising any of its other rights and remedies granted hereunder.

D. Disputes as to Pro Rata Share Fee. If SASCA-CV disputes all or any part of the pro rata share fee, SASCA-CV shall pay the undisputed portion of the charge per the terms provided in section 3.B. above, and shall deposit the disputed amount into escrow with an escrow company authorized to do business in the state of California at SASCA-CV's expense. The Parties agree the first attempt to resolve the dispute is that SASCA-CV shall prepare and send to the District a written notice of dispute of the pro rata share fee with the following information: (1) a statement of facts of the dispute (2) specific resolution sought by SASCA-CV, and within thirty (30) business days from receipt of the notice of dispute, District representatives shall prepare and send a written response to the dispute, if SASCA-CV finds the District's response to be agreeable, SASCA-CV shall prepare and send a written notice indicating the dispute has been resolved, or if SASCA-CV disagrees with the District's response, SASCA-CV shall prepare a written request to informally meet with District representatives to resolve the dispute until the dispute has been resolved. The disputed amount shall remain in escrow until the pro rata share fee dispute is resolved either through the dispute resolution process described above or by a final judgment from a court of competent jurisdiction. Any interest accrued on the escrowed funds shall be allocated to the District.

4. Maintenance. All facilities provided to SASCA-CV 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. Costs of maintenance and operations services are included in the pro rata share fee. 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 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 SASCA-CV's exclusive use 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.

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Page 7 of 30
V.2

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

In the event that SASCA-CV requests that the District perform maintenance and repairs to SASCA-CV's exclusive use space at Los Serranos allocated to SASCA-CV, SASCA-CV 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 SASCA-CV's submission of maintenance and repair requests.

SASCA-CV shall be responsible for all custodial services in spaces allocated for SASCA-CV's exclusive use. SASCA-CV shall require all custodial services to be performed in a manner equivalent to the custodial services performed at all other District school sites. Should SASCA-CV 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 SASCA-CV reasonable costs for such services if SASCA-CV 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 SASCA-CV receives written permission from the District to perform landscaping or grounds keeping. SASCA-CV shall not modify or remove any landscaping or trees at the Premises in any manner, unless SASCA-CV receives written permission from the District. SASCA-CV 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.

SASCA-CV 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 SASCA-CV's use of the Premises. SASCA-CV 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 SASCA-CV 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. SASCA-CV shall pay the reasonable and customary fee or charge for said pest management service, which will be included in SASCA-CV's utilities costs. SASCA-CV must submit a written request to the District if SASCA-CV wants to schedule additional pest management service provided by the District. SASCA-CV shall provide the District with SASCA-CV's Integrated Pest Management Program certificate on or before July 1, 2019.

6. **Alterations, Additions, and Improvements by SASCA-CV**. SASCA-CV shall have no right to make alterations or 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 without receiving the prior written consent of the District, and if required, the Division of the State Architect ("DSA"). SASCA-CV shall not paint any part of the Premises without the prior written consent of the District. Unless otherwise specified in this Agreement, in each case where prior

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Page 8 of 30
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FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

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. Fire and Building Code Standards. Any alterations or construction or installation of improvements by SASCA-CV 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, clearance, and all other applicable fire and building code standards requires prior inspection and written approval by the Chino Valley Fire Department.

B. District Discretion. 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 SASCA-CV with respect to the construction or installation of alterations or 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 alterations or 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 alterations or improvements are being constructed or installed to enter the Premises and to inspect the work.

D. Indemnification for Alterations or Improvements Work. SASCA-CV shall indemnify, defend, and hold harmless the District, its directors, officers and employees or contractors from SASCA-CV's violation of any 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 alterations or improvements be paid prevailing wages.

E. Delivery of Instruments and Documents. SASCA-CV shall deliver to the District, promptly after SASCA-CV'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

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Page 9 of 30
V.2

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

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


F. Liens or Claims. SASCA-CV shall not permit any liens or claims to stand against the Premises for labor or material furnished in connection with any work performed by SASCA-CV. Upon reasonable and timely notice of any such lien or claim delivered to SASCA-CV by the District, SASCA-CV may bond and contest the validity and the amount of such lien, but SASCA-CV shall immediately pay any judgment rendered, shall pay all proper costs and charges, and shall have the lien or claim released at SASCA-CV's sole expense. Additionally, SASCA-CV shall not use or occupy 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. SASCA-CV shall provide written evidence of close-out and certification or approval, in a form reasonably acceptable to the District.

7. Sign. SASCA-CV shall, at SASCA-CV's sole cost, have the right to place on an existing wall or fence on SASCA-CV's exclusive use space of the Premises one banner sign stating SASCA-CV's charter school name and other pertinent information, provided SASCA-CV obtains the prior written approval and consent of District. SASCA-CV's sign shall not require any alterations, improvements, or modifications to the Premises in order to erect such sign. SASCA-CV's sign shall be in compliance with all District standards and SASCA-CV'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, SASCA-CV shall, at its sole cost and expense, maintain its sign in good condition and repair. At the termination of the Agreement, SASCA-CV shall remove the sign which it has placed on the Premises, and shall repair any damage caused by the installation or removal of SASCA-CV's sign.

8. Surrender. Upon the expiration of the Term or earlier termination of this Agreement, SASCA-CV 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. SASCA-CV 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 SASCA-CV at any time.

A. If SASCA-CV has made any improvements or alterations, whether temporary or permanent in character, all of SASCA-CV's improvements or alterations, unless otherwise agreed to by the District, shall 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 SASCA-CV's alterations or improvements at the expense of SASCA-CV.

B. If SASCA-CV has made any alterations or improvements, at least thirty (30) calendar days prior to the last day of the Term, SASCA-CV shall, unless otherwise agreed to by the District, provide the District with its plans of 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 SASCA-CV's occupancy at the Premises.

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Page 10 of 30
V.2

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

C. Prior to last day of the Term, SASCA-CV shall, unless otherwise agreed to by the District, remove completely all of SASCA-CV's personal property, including moveable SASCA-CV furniture, SASCA-CV trade fixtures and equipment not attached to the Premises, and shall repair all damage caused by removal.

D. Any of SASCA-CV's personal property not so removed on or before the end of the Term shall be deemed abandoned by SASCA-CV and associated costs to store, remove, or dispose of SASCA-CV's abandoned property shall be the financial responsibility of SASCA-CV. After a period of time and written notification to SASCA-CV, any and all SASCA-CV 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 SASCA-CV. Thereafter, the District may retain or dispose of SASCA-CV's abandoned personal property in any manner, without any further notice or liability whatsoever to SASCA-CV.

9. **Holding Over.** SASCA-CV 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 SASCA-CV shall constitute a breach of this Agreement by SASCA-CV 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, SASCA-CV shall not occupy and use the Premises during the hold over period except to remove SASCA-CV'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 SASCA-CV 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 SASCA-CV accepted, and there is a delay in the delivery of the facilities. No payment of money by SASCA-CV after termination of this Agreement, or after the giving of notice of termination by the District to SASCA-CV shall reinstate, continue or extend the Term.

10. **Compliance with District Policies.** SASCA-CV 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 and gates. SASCA-CV is required at all times to maintain the security of the Premises by the proper use of all such security systems and devices.

A. **Locks, Keys, or Padlocks.** SASCA-CV is strictly prohibited from changing, modifying or installing any locks, 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

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Page 11 of 30
V.2

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

or added, the District shall provide new alarm codes, locks or keys to SASCA-CV. 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.

B. Security Cameras. The District shall accept SASCA-CV's request to install security cameras at District-approved locations within SASCA-CV's exclusive use space only if SASCA-CV agrees to all of the following conditions:

- i. The District's vendor and contractor will install the security cameras at District-approved locations within SASCA-CV's exclusive use space;
- ii. The security cameras will be connected to the District's network;
- iii. SASCA-CV pays for all costs associated with installation of the security cameras based on invoices from the District's vendor and contractor;
- iv. SASCA-CV purchases the number of surveillance disclosure signs required by the District stating, "VIDEO SURVEILLANCE NOTICE: SCHOOL DISTRICT BUILDINGS AND GROUNDS ARE EQUIPPED WITH ELECTRONIC SURVEILLANCE FOR THE SAFETY OF STUDENTS, STAFF, AND VISITORS. YOUR ACTIONS MAY BE RECORDED AND PRESERVED." or similar language notifying all persons at the Los Serranos school site that SASCA-CV's Exclusive Use Space is under video surveillance and pays for all costs associated with installation of the video surveillance disclosure signs.

The District's vendor and contractor will install the video surveillance disclosure signs at District-approved locations within SASCA-CV's Exclusive Use Space;

- v. SASCA-CV will enter into a separate agreement that addresses SASCA-CV's access, monitoring, recordkeeping, and preservation of all video surveillance recordings, the District's access upon request to the video surveillance recordings, requests for access by third parties or entities to the video surveillance recordings, identification of SASCA-CV employees who may access the video surveillance recordings, and procedures if personally identifiable information regarding District and/or Spectrum students are depicted in the video surveillance recording and that recording is requested to be reviewed or duplicated by third parties or entities.

If SASCA-CV agrees to all of the above, the District will install, at SASCA-CV's exclusive cost, the security cameras at District-approved locations and the video surveillance disclosure signs within SASCA-CV's exclusive use space.

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FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

12. Emergencies. The Executive Director/Principal of SASCA-CV and Dr. Preston Carr, the Director of Alternative Education, 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 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.

A. SASCA-CV 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.

B. SASCA-CV employees, volunteers, students, and faculty shall cooperate with and participate in joint fire drills with existing programs at the school site.

C. The Shared Use Agreement requires that SASCA-CV Executive Director/Principal shall meet with Dr. Carr at least once in August 2019 to identify and discuss appropriate dates and times through the year for emergency drills, fire drills, and other security procedures to be followed on all areas of the Premises.

13. School Safety Plan. SASCA-CV 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.*" SASCA-CV shall maintain the School Safety Plan in its office in SASCA-CV's allocated Exclusive Space.

14. Condition of Subject Property. The District is not aware of any defect in or condition of the Premises that would prevent SASCA-CV's use for SASCA-CV'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. SASCA-CV, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to SASCA-CV'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 SASCA-CV's use of the Premises or any alterations, additional, improvements, or modifications to the Premises made by SASCA-CV with the District's approval.

SASCA-CV 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 SASCA-CV. SASCA-CV shall assume responsibility for compliance with ADA and FEHA access laws to the extent of any modifications or improvement made by SASCA-CV. Should any modifications or improvements made by SASCA-CV change or affect the character of

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Page 13 of 30
V.2

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

any existing improvements, SASCA-CV shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. SASCA-CV shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications to the Premises.

SASCA-CV 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 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 SASCA-CV 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 SASCA-CV's use and occupancy thereof, SASCA-CV, at its expense, shall be obligated 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 SASCA-CV 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 SASCA-CV.

SASCA-CV 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 SASCA-CV cause, maintain, or permit any nuisance as defined by California Civil Code §§ 3479 and 3480 in or about the Premises. SASCA-CV shall not commit or suffer to be committed any waste in or upon the Premises.

15. Title to Premises. 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 SASCA-CV's personal property or persons (including without limitation SASCA-CV's students or members of SASCA-CV's staff).

B. The RRCSA Board of Trustees shall ensure that at all times SASCA-CV 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, SASCA-CV shall obtain and keep in effect liability coverage as follows:

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Page 14 of 30
V.2

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

- i. **Property Insurance** - against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring all of SASCA-CV'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 the Premises and operations.
 1. 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.
 2. This policy shall be endorsed with the insurer's waiver of its rights of subrogation against the District.

- iii. **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 fourteen million dollars (\$14,000,000) per occurrence and fourteen million dollars (\$14,000,000) 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. **Directors and Officers, Employment Practices and Fiduciary Liability** - SASCA-CV 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** - SASCA-CV shall maintain Workers' Compensation Insurance as required by the California Labor Code. SASCA-CV 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,

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Page 15 of 30
V.2

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

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. **Automobile Liability Insurance** - policy for all owned, 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. **Crime** - 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 SASCA-CV employee dishonesty.
- x. **Student and Volunteer Accident** - SASCA-CV shall maintain student accident insurance with limits of twenty-five thousand dollars (\$25,000) per injury/accident, catastrophic (CAT) coverage with limits of seven thousand five hundred dollars (\$7,500) and volunteer accident insurance with limits of fifty thousand dollars (\$50,000) per injury/accident.
- xi. **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 SASCA-CV 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.
- xii. **Endorsement** - 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.
- xiii. **Provision of Certificates of Insurance Policies** - SASCA-CV shall provide the District with a certificate(s) of the above listed insurance policies verifying such insurance and the terms described herein no later than July 1, 2019. SASCA-CV shall not be allowed to occupy the Premises until it has provided all required insurance documentation.
- xiv. **Expiration/Cancellation of Insurance Policies** - SASCA-CV 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

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Page 16 of 30
V.2

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

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. SASCA-CV shall maintain all of the above insurance based upon coverage for the number of persons employed by SASCA-CV. SASCA-CV shall provide the District with written notice of the number of employees that SASCA-CV's insurance covers and the number of employees employed at SASCA-CV 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 SASCA-CV's activities. Any waiver or modification of these insurance requirements can only be made with the prior written approval of the CVUSD Superintendent or his or her designee.

E. The aforementioned minimum limits of policies shall in no event in any way limit the liability of SASCA-CV hereunder.

F. **Failure to Obtain Insurance.** SASCA-CV agrees that if SASCA-CV does not take out and maintain all insurance required herein, then the District may (but shall not be required to) procure said insurance on SASCA-CV's behalf and charge SASCA-CV the premiums and may recover reasonable administrative costs for procuring such insurance. SASCA-CV shall have the right to provide such insurance coverage pursuant to blanket policies obtained by SASCA-CV, 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 SASCA-CV 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 either may have in force at the time of such loss or damage. SASCA-CV 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. **Indemnification.** SASCA-CV is acting on its own behalf in operating in its allocated Exclusive Use Space and Shared Use 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, SASCA-CV 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

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Page 17 of 30
V.2

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

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) SASCA-CV's use of the allocated spaces of the Premises including without limitation, the operation of the SASCA-CV charter school, or (b) in connection with the operations by SASCA-CV at the Premises, including without limiting the generality of the foregoing:

- i. Any default by SASCA-CV in the observance or performance of any of the terms, covenants, or conditions of this Agreement on SASCA-CV's part to be observed or performed;
- ii. The use or occupancy of the allocated spaces of the Premises by SASCA-CV of any person claiming by, through or under SASCA-CV or SASCA-CV'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 SASCA-CV in connection with any use or occupancy of the Premises or in any way related to this Agreement.

SASCA-CV'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 SASCA-CV, the District shall ("Indemnifying Party") indemnify, hold harmless and defend, release and protect SASCA-CV, 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:

- i. 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;

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Page 18 of 30
V.2

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

- 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 SASCA-CV 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 SASCA-CV 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.

18. Damage and Destruction of Facilities.

A. **Partial Damage.** If the Premises are damaged by any casualty which is covered by applicable insurance, and SASCA-CV 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 SASCA-CV 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 SASCA-CV's use of the Premises. The District shall provide SASCA-CV reasonably equivalent temporary housing on the Premises, or another school site that is near to the Premises for any part of SASCA-CV'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, the District will provide SASCA-CV with another reasonably equivalent school facility as soon as possible after the effective date of the damage to minimize any interruption in SASCA-CV's educational program. If the District provides SASCA-CV with a reasonably equivalent school facility, the District reserves the right to update this Agreement with the different school facility's address and allocation of space.

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Page 19 of 30
V.2

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

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 SASCA-CV. SASCA-CV may restore or replace same if damaged. SASCA-CV shall have no claim against the District for any damage suffered by reason of any such repair or restoration.

19. **Termination.** The Agreement will automatically terminate upon the effective date of any termination of SASCA-CV's charter.

A. **Default or Material Breach by SASCA-CV.** This Agreement will terminate upon commission of a default or material breach of SASCA-CV's obligations.

i. A default and material breach of this Agreement includes but is not limited to the occurrence of one or more of the following events:

1. Any failure by SASCA-CV to make payments required to be paid hereunder, where such failure continues for thirty (30) calendar days after written notice by the District to SASCA-CV;
2. The abandonment or vacation of the Premises by SASCA-CV where such abandonment or vacation of the Premises continues for fifteen (15) calendar days after written notice by the District to SASCA-CV;
3. A failure by SASCA-CV to observe and perform any provision of SASCA-CV's covenants and obligations hereunder this Agreement, where such failure continues for thirty (30) calendar days after written notice thereof by the District to SASCA-CV; unless, however, the nature of the default is such that the same cannot reasonably be cured within said 30-day period. SASCA-CV shall not be deemed to be in default if SASCA-CV shall within such period commence such cure and thereafter diligently prosecute the same to completion;
4. SASCA-CV's actions causing revocation of SASCA-CV's charter by the San Bernardino County Board of Education, or cessation of SASCA-CV's educational program for any reason, except that if the revocation proceedings are based on Education Code section 47607(c)(1) or (2) this Agreement shall not terminate before either SASCA-CV has completed the appeals process and has not prevailed, or the end of the Term, whichever occurs first. SASCA-CV may continue to occupy the Premises through the determination of the appeal subject to the terms of this Agreement;

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Page 20 of 30
V.2

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

5. The making by SASCA-CV of any general assignment or general arrangement for the benefit of creditors; the filing by or against SASCA-CV a petition to have SASCA-CV 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 SASCA-CV, the same is dismissed within sixty (60) calendar days); the appointment of a trustee or receiver to take possession of substantially all of SASCA-CV's assets located at the Premises or of SASCA-CV's interest in this Agreement, where possession is not restored to SASCA-CV within thirty (30) calendar days; or the attachment; execution or other judicial seizure of substantially all of SASCA-CV's assets located the Premises or of SASCA-CV's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days;
6. The failure by SASCA-CV to utilize the Premises for the sole purpose of operating the SASCA-CV 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 SASCA-CV;
7. The failure of SASCA-CV to limit its use of the Premises to the space allocated to SASCA-CV 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 fifteen (15) calendar days after receipt of written notice thereof by the District to SASCA-CV.
8. The assignment, subletting, or transfer of this Agreement in violation of Section 26 of this Agreement.

B. District's Remedies for SASCA-CV's Default or Material Breach. If SASCA-CV 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:

1. Maintain this Agreement in full force and effect and recover all use payments and other monetary charges as they become due, without terminating SASCA-CV's right to possession irrespective of whether SASCA-CV shall have abandoned the Premises.

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Page 21 of 30
V.2

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

2. Terminate SASCA-CV's right to possession of the Premises by written notice to SASCA-CV, in which case this Agreement shall terminate and SASCA-CV shall immediately surrender possession of the Premises to the District. In such event the District shall be entitled to recover from SASCA-CV all damages incurred by the District by reason of SASCA-CV's default, including any amount expended to mitigate damages.

3. In the event of any default by SASCA-CV and if SASCA-CV 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 SASCA-CV's exclusive use space or shared space and remove all persons and personal property from the spaces, such property being removed and stored in a public warehouse or elsewhere at SASCA-CV'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 SASCA-CV's exclusive use and shared space and re-let SASCA-CV's exclusive use and shared space. Any payments made by SASCA-CV shall be credited proportionately to the amounts owed by SASCA-CV under this Agreement. No entry by the District shall prevent the District from later terminating this Agreement by written notice.

4. If SASCA-CV fails to perform any covenant or obligation to be performed within a time period specified by this Agreement after SASCA-CV receives written notice of such failure from the District, the District may perform such covenant or obligation at its option, after notice to SASCA-CV. 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 SASCA-CV after SASCA-CV receives an invoice. Any performance by the District of SASCA-CV'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 SASCA-CV under this Agreement shall be timely paid by SASCA-CV to the District after SASCA-CV receives an invoice from the District.

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FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

5. 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.

C. Default by District. The District shall not be in default unless the District fails to perform obligations hereunder within a reasonable time, but in no event later than thirty (30) calendar days after written notice by SASCA-CV 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. SASCA-CV's Remedies for District's Default. If the District fails to perform any covenant or condition within the time period specified in Section 19.C. after the District received written notice of such failure from SASCA-CV, SASCA-CV may pursue any remedies available by law.

20. Fingerprinting. SASCA-CV shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements required by Education Code section 45125.1 for all SASCA-CV employees, contractors, vendors, agents and other individuals SASCA-CV allows on the Premises. The District will ensure compliance with all applicable fingerprinting and criminal background investigation requirements for any District employees, contractors, vendors, or agents that come onto the Premises.

21. Access. SASCA-CV shall permit District, its agents, representatives or employees, to enter upon SASCA-CV's exclusive use space as agreed herein 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 circumstances that risk further imminent damage or destruction to the Premises, or jeopardize the operation of the Premises including, but not limited to, the safety and sanitary condition of the Premises.

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:

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Page 23 of 30
V.2

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

If to the District:

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

If to SASCA-CV:

Sycamore Academy of Science and Cultural Arts-Chino Valley Charter School
P.O. Box 1400
Wildomar, CA 92595
Attention: Executive Director

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. Compliance with All Laws. SASCA-CV shall comply with all requirements of all governmental authorities, in force either now or in the future, affecting the Premises. SASCA-CV shall, at all times during SASCA-CV's use of the Premises, comply with 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. California Environmental Quality Act. SASCA-CV 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. SASCA-CV acknowledges that obtaining CEQA approval for a project may cause delays and/or require that a project be modified or abandoned. SASCA-CV 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. SASCA-CV 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. SASCA-CV 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 SASCA-CV or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of normal and customary cleaning solutions, office, classroom and janitorial supplies (which shall be used and stored in strict compliance with all 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

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Page 24 of 30
V.2

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

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 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.** SASCA-CV shall promptly notify the District in writing if SASCA-CV 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. SASCA-CV 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. SASCA-CV shall promptly supply the District with copies of all notices, reports, correspondence, and submissions made by SASCA-CV 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. SASCA-CV shall promptly notify the District of any liens threatened or attached against the Premises pursuant to any Environmental Laws.

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 all areas of the Premises to determine whether SASCA-CV is complying with SASCA-CV's obligations set forth in this Section regarding hazardous materials, 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 SASCA-CV may agree.

- ii. **Indemnification.** SASCA-CV's indemnification and defense obligations included in this Agreement shall include any and all claims arising from any breach of SASCA-CV's covenants regarding hazardous materials under this Section.

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Page 25 of 30
V.2

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

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

A. **Neighborhood Impacts.** SASCA-CV agrees to reasonably cooperate with the District, the City of Chino Hills, and representatives of the neighborhood surrounding the Premises to address any and all concerns that may arise concerning SASCA-CV's impact on traffic and parking near the Premises, or traffic during student drop-off and pick-up times during the school day, related to operations of SASCA-CV. SASCA-CV shall monitor traffic conditions surrounding the Premises and proactively take steps to maximize student safety and minimize traffic congestion affecting the neighborhood community. SASCA-CV shall take continuing action to ensure that all SASCA-CV staff, students and all visitors (including parents or guardians) observe all California traffic laws in accessing, parking at or nearby, and exiting the Premises. SASCA-CV acknowledges that some neighborhood streets surrounding the Premises have "No Parking" signs.

B. **Student Drop-off and Pick-up.** SASCA-CV agrees to take continuing action necessary to ensure that all SASCA-CV parents or guardians and visitors only use the "Covered Drop-off/Pick-up" spot identified in Attachment I Site Plan for dropping off or picking up students, and not any other location 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 SASCA-CV to allow SASCA-CV to respond. SASCA-CV shall forward copies of all written comments and complaints received by SASCA-CV regarding traffic, parking, or SASCA-CV's use of the Premises to the District within five (5) calendar days of receipt. SASCA-CV 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 SASCA-CV's response.

D. **Supervision.** It shall be the ongoing responsibility of SASCA-CV 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. SASCA-CV 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 SASCA-CV's school-related activities.

25. Dispute Resolution. Notwithstanding anything in this Agreement to the contrary, disputes between SASCA-CV and the District regarding this Agreement, including the alleged violation, misinterpretation of this Agreement, Proposition 39 or State Regulations shall be resolved using the dispute resolution process identified below.

A. The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute that shall include the following information:

- i. The name, addresses and phone numbers of designated representatives of the Party (the designated representatives must be employees of SASCA-CV or the District);

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Page 26 of 30
V.2

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

- ii. A statement of the facts of the dispute, including information regarding the Parties' attempts to resolve the dispute;
- iii. The specific sections of this Agreement that are in dispute; and
- iv. The specific resolution sought by the Party.

B. Within twenty (20) business days from receipt of the notice of dispute the representatives from SASCA-CV shall meet with representatives from the District in an informal setting to try to resolve the dispute.

26. Subcontract and Assignment. SASCA-CV 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.

27. 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.

28. Entire Agreement of Parties. This Facilities Memorandum of Understanding, together with its attachments, the separate Shared Use Agreement, the separate Computer Network Memorandum of Understanding, 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 SASCA-CV's use of the Premises and/or other District facilities. In the event of a conflict between this Facilities Memorandum of Understanding and the July 19, 2018 SASCA-CV 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 the Parties.

29. 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 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. SASCA-CV 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 SASCA-CV against the District, or by the District against SASCA-CV. Should either Party be compelled to institute 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.

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Page 27 of 30
V.2

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. Incorporation of Recitals and Attachment. The Recitals and Attachments 1 Site Plan, Attachment 2 Shared Use Agreement, and Attachment 3 Pro Rata Share Fee Calculation, attached hereto and incorporated herein by reference.

36. Board Approval. This Agreement shall become effective upon approval by SASCA-CV's governing board, the RRCSA Board of Trustees, followed by approval by the District's Governing Board.

37. 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.

38. 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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Page 28 of 30
V.2

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING


Approved and ratified on _____, 2019 by the Chino Valley Unified School District Board of Education by the following vote:

AYES: _____
NOES: _____
Abstentions: _____

Dr. Norm Enfield
Clerk of the Board of Education

Approved and ratified on 6/10, 2019 by the Ronald Reagan Charter School Alliance Board of Trustees by the following vote:

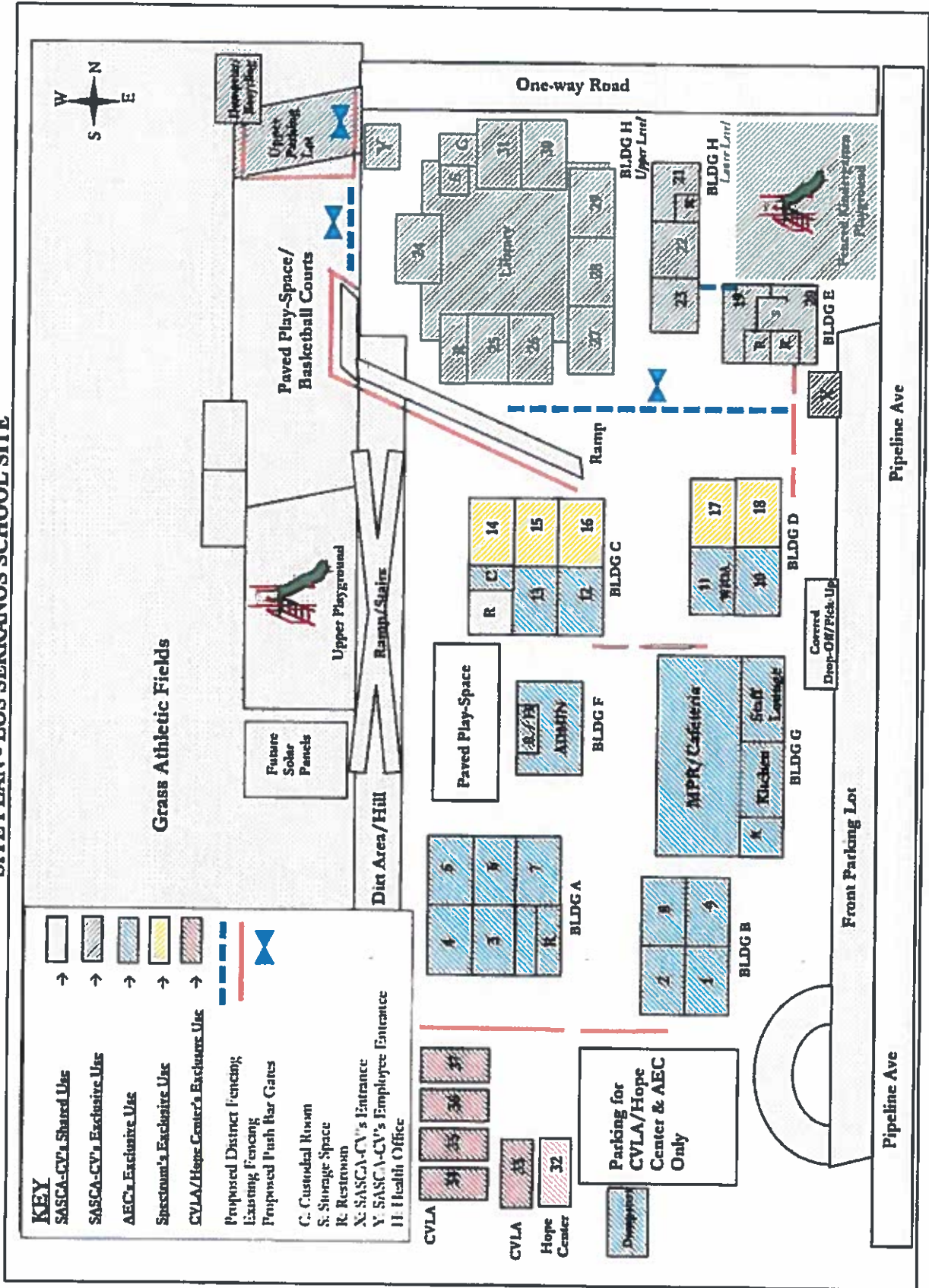
AYES: 4
NOES: 0
Abstentions: 0 2 absent



Name: ROLAND SKUMAWITZ
Title: BOARD PRESIDENT

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SITE PLAN - LOS SERRANOS SCHOOL SITE



**SHARED USE AGREEMENT
BY AND BETWEEN CHINO VALLEY UNIFIED SCHOOL DISTRICT AND
SYCAMORE ACADEMY OF SCIENCE AND CULTURAL ARTS-CHINO VALLEY
2019-2020**

THIS SHARED USE AGREEMENT ("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 the Ronald Reagan Charter School Alliance ("RRCSA"), a California non-profit public benefit corporation (California Secretary of State number C3065333 and federal employer identification number 26-1352817) operating the Sycamore Academy of Science and Cultural Arts-Chino Valley ("SASCA-CV") charter school. The District and SASCA-CV may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, District holds title to 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, SASCA-CV is a TK-5th grade charter school operating in the District. SASCA-CV's charter was conditionally approved by the San Bernardino County Board of Education on December 3, 2018. On January 7, 2019, the San Bernardino County Board of Education found that SASCA-CV met the conditions required for approval and SASCA-CV's charter was granted for a term from July 1, 2019 to June 30, 2024;

WHEREAS, on October 31, 2018, SASCA-CV submitted to the District a request for 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 February 1, 2019, pursuant to the requirements of Education Code section 47614 and its implementing regulations, the District offered to provide SASCA-CV with co-located facilities sufficient to house SASCA-CV's in-District students ("Preliminary Proposal");

WHEREAS, on February 26, 2019, the District received SASCA-CV's response to the District's February 1, 2019 Preliminary Proposal;

WHEREAS, on March 6, 2019, the District sent a letter to SASCA-CV requesting clarification of SASCA-CV's February 26, 2019 response;

WHEREAS, on March 12, 2019, the District received SASCA-CV's response to the District's request for clarification;

WHEREAS, on March 20, 2019, the District sent a letter to SASCA-CV asking whether SASCA-CV is in agreement with the District's proposals about fencing installation, push bar gate installation, and expansion of the concrete walkway from SASCA-CV's entrance and stating that

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Page 1 of 13
V.2

SHARED USE AGREEMENT

the District is not required to pay for modifications to the school site to accommodate SASCA-CV's grade level configuration pursuant to California Code of Regulations, Title 5, section 11969.3(a)(4);

WHEREAS, on March 21, 2019, SASCA-CV responded via email correspondence that SASCA-CV is in agreement with all of the District's proposals in the District's March 20, 2019 letter;

WHEREAS, on March 29, 2019, pursuant to the requirements of Education Code section 47614 and its implementing regulations, the District sent SASCA-CV its Final Notification of Facilities Offered, which provides SASCA-CV with reasonably equivalent facilities sufficient to house SASCA-CV's in-District students ("Final Notification");

WHEREAS, on or before May 1, 2019, pursuant to the requirements of Education Code section 47614 and its implementing regulations, SASCA-CV must notify the District whether SASCA-CV intends to occupy the space identified in the Final Notification of Facilities offered;

WHEREAS, the District and SASCA-CV wish to set forth the terms and conditions on which SASCA-CV shall have the right to use co-located facilities (the "Premises") located at 15650 Pipeline Ave, Chino Hills, California (formerly Los Serranos Elementary) for the sole purpose of operating SASCA-CV's educational program in accordance with SASCA-CV's July 19, 2018 charter petition, as well as the responsibilities of SASCA-CV with respect to the use and operation thereof; and the rights and responsibilities of the District as the title holder of that certain real property to be used;

WHEREAS, the District and SASCA-CV enter into this Agreement for SASCA-CV's use of the Premises 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.*

NOW, THEREFORE, in consideration of SASCA-CV's pro rata share payment, and of the covenants and agreements set forth to be kept and performed by the District and SASCA-CV, the Parties agree as follows:

1. **Term.** The term of this Agreement ("Term") is for a one-year term, 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. This Agreement is co-terminus with the Final Facilities Memorandum of Understanding.

2. **Allocation of Space.** The District agrees to allow SASCA-CV's use of the following "Exclusive Space" and "Shared Space" at the Premises, with delivery of the Premises occurring on July 31, 2019, at least ten (10) business days prior to commencement of SASCA-CV's first day of instruction on August 14, 2019.

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Page 2 of 13
V.2

SHARED USE AGREEMENT

- A. Use of Shared Space.** The District will provide the following space at the Los Serranos school site ("Shared Space") to SASCA-CV for SASCA-CV's use on a shared basis with the District's Alternative Education Center, the Chino Valley Learning Academy, the Hope Family Resource Center, and the Spectrum Center Schools and Programs ("Spectrum Center"), during the Term of this Agreement.
- i. Any and all access by SASCA-CV to Shared Space shall be governed by this Agreement, and the proposed daily schedule of times for SASCA-CV's use of the Shared Space is attached as **Exhibit 1**. The District will confer in good faith with SASCA-CV to reach a mutually acceptable schedule for SASCA-CV's use of the shared space. SASCA-CV's schedule for Shared Space is also subject to change based on the District's Alternative Education Center program use during the 2019-2020 school year. Once finalized, SASCA-CV shall maintain a copy of the schedule of SASCA-CV's use of Shared Space in SASCA-CV's office within SASCA-CV's Exclusive Space, and a copy of the schedule shall be maintained in District's Alternative Education Center's administration office. SASCA-CV agrees to sign the acknowledgement in **Exhibit 2** concerning the shared use schedule.
 - ii. The SASCA-CV Executive Director/Principal and the District's Director of Alternative Education shall meet at least once each month to discuss SASCA-CV's schedule for SASCA-CV's use of Shared Space. SASCA-CV agrees to sign the acknowledgement in **Exhibit 2** concerning this monthly meeting.
- B. Conditions of Use of Shared Space.** The following conditions apply at all times to SASCA-CV's use of the Spaced Space:
- i. SASCA-CV shall be responsible for ensuring that all areas of the Shared Space remain clean, in good condition, and in working order after each scheduled use.
 - ii. SASCA-CV shall not at any time allow its students, parents, volunteers, or visitors to occupy any part of the Shared Space without a SASCA-CV employee present to supervise.
 - iii. SASCA-CV shall not allow its students, employees, volunteers, parents, or visitors to access any portion of the Premises that is not specifically allocated for SASCA-CV's shared use in this Agreement, and shall not allow SASCA-CV students, employees, volunteers, parents or visitors access to any Shared Space during times that are specifically allocated for the District's Alternative Education Center's use, the Chino Valley Learning Academy's use, the Hope Family Resource Center's use, or the Spectrum Center's use.
 - iv. SASCA-CV shall not use the Shared Space for any of RRCSA's other charter school programs, or for the RRCSA Board of Trustees' purposes.

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Page 3 of 13
V.2

SHARED USE AGREEMENT

- v. Visitors to SASCA-CV shall wear identification badges stating "SASCA-CV Visitor" in a prominent font color and type at all times during SASCA-CV's use of the Shared Space.
- C. **Identification of Shared Space.** SASCA-CV shall have use of the following Shared Space:
- i. **Upper Playground.** The District shall allow SASCA-CV shared use of the Upper Playground, but only during designated times as provided for in Exhibit 3.
1. SASCA-CV shall ensure its students access and use of the Upper Playground only while supervised by a SASCA-CV employee.
 2. SASCA-CV shall ensure student safety at all times when using the Upper Playground, including if applicable, monkey bars, rings, or ladders.
- ii. **Athletic Fields.** The District shall allow SASCA-CV shared use of the Athletic Fields during the specified times as provided for in Exhibit 3 and as determined and scheduled between SASCA-CV and the Director of Alternative Education.
1. SASCA-CV shall not remove any District athletic field equipment from the Athletic Fields.
- iii. **Paved Play-Space/Basketball Courts.** The District shall allow SASCA-CV's shared use of the Paved Play-Space/Basketball Courts during the specified times as provided for in Exhibit 3 and scheduled between SASCA-CV and the District's Director of Alternative Education.
1. SASCA-CV shall not remove any District athletic field equipment from the Paved Play-Space/Basketball Courts.
- iv. **Sixty-Nine (69) Parking Spaces in Front Parking Lot.** The District shall allow SASCA-CV shared use of the Sixty-Nine (69) Parking Spaces in the Front Parking Lot. SASCA-CV agrees that, to the fullest extent possible, SASCA-CV employees shall first fully occupy the Upper Parking Lot before using spaces in the Front Parking Lot.
1. SASCA-CV shall be responsible for instructing all of its parents and visitors to park in the Front Parking Lot.
 2. SASCA-CV agrees that it will not at any time reserve spaces in the Front Parking Lot for SASCA-CV's exclusive use.
- v. **Student Restrooms in Building C.** The District shall allow SASCA-CV shared use of Student Restrooms in Building C. SASCA-CV shall keep these Student

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Page 4 of 13
V.2

SHARED USE AGREEMENT

Restrooms in good condition, clean, and in working order. SASCA-CV shall report to the Director of Alternative Education or his or her designee any unsanitary or unsafe conditions present in these Restrooms during school hours.

- vi. **Covered Drop-Off/Pick-Up Area.** The District shall allow SASCA-CV shared use of the Covered Drop-Off and Pick-Up Area, located in between Buildings D and G in the Front Parking Lot, only during designated times as provided for in Exhibit 3.
1. SASCA-CV agrees that it will instruct all parents and guardians that once parents and guardians enter the Front Parking Lot from Pipeline Ave, students will only be dropped-off and picked-up at the Covered Drop-Off/Pick-Up Area.
 2. SASCA-CV agrees that it will ensure its employees supervise all SASCA-CV students at all times during drop-off and pick-up at the designated area and at designated times.
- vii. **Common Hallways.** The District shall allow SASCA-CV students shared use of the Common Hallways, but only to the extent necessary, for ingress and egress to the Shared Space described above.
1. Said use of Common Hallways by SASCA-CV employees, students, visitors, and parents shall be pursuant to a set schedule as provided for in Exhibit 3 and supervised at all times by a SASCA-CV employee.
 2. SASCA-CV agrees that it will be responsible for ensuring students, employees, parents, volunteers, and visitors do not disrupt the District's Alternative Education Center, the Chino Valley Learning Academy, the Hope Family Resource Center, and the Spectrum Center's educational programs when using the Common Hallways.
 3. SASCA-CV employees, parents, volunteers, and visitors shall wear SASCA-CV identification badges when using Common Hallways.
- D. **Use of Exclusive Space.** The District offers SASCA-CV the following space for SASCA-CV's exclusive use during the Term of this Agreement.
- E. **Conditions of Use of Exclusive Space.** The following conditions apply to SASCA-CV's use of the offered Exclusive Space:
- i. SASCA-CV shall be solely responsible for providing custodial service for all Exclusive Space areas.
 - ii. SASCA-CV shall not at any time use any of the Exclusive Space for any other charter school's purposes or programs.

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SHARED USE AGREEMENT

- F. **Identification of Exclusive Space.** SASCA-CV shall have use of the following Exclusive Space:
- i. **Eleven (11) Classrooms for TK-5 students (includes two (2) classrooms with Restrooms suitable for use as kindergarten classrooms).** SASCA-CV shall be responsible for ensuring all eleven (11) Classrooms and Restrooms are in good condition, clean, and in working order.
 - ii. **One (1) Classroom with a Restroom suitable for use as a Nurse's Office and/or Office Space.** SASCA-CV shall be responsible for ensuring the Classroom and the Restroom are in good condition, clean, and in working order.
 - iii. **One (1) Classroom suitable for use as Office Space.** SASCA-CV shall be responsible for ensuring the Classroom is in good condition, clean, and in working order.
 - iv. **Library.** SASCA-CV shall be responsible for ensuring the Library is in good condition, clean, and in working order.
 - 1. SASCA-CV shall not allow its students, volunteers, or parents access to the Library unless supervised by a SASCA-CV employee.
 - 2. SASCA-CV shall not allow more than the posted legal maximum occupancy of forty-four (44) persons or students to be present in the Library at one time.
 - 3. SASCA-CV shall not at any time ever allow any of its students, employees, parents or volunteers to remove any District furniture or materials from the Library. SASCA-CV shall be liable for payment for any lost or damaged District books or materials.
 - 4. SASCA-CV shall direct a SASCA-CV employee to re-shelf any and all Library materials in their proper location after each use.
 - 5. If SASCA-CV intends to use equipment related to serving food, warming food, and/or storing food in the Library, SASCA-CV may use such electrical equipment only if the electrical power needed for all such equipment use does not exceed the maximum electrical power available in Building H.
 - 6. SASCA-CV shall be responsible for ensuring the carpet in the Library remains clean, sanitary, and serviceable.
 - v. **Restrooms in Building H.** SASCA-CV shall keep the Restrooms in Building H in good condition, clean, and in working order.

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Page 6 of 13
V.2

SHARED USE AGREEMENT

- vi. **Fenced Kindergarten Playground and Play Area.** SASCA-CV shall be responsible for ensuring the Kindergarten Playground and Play Area are in good condition. SASCA-CV shall ensure its students access and use the Kindergarten Playground only while supervised by SASCA-CV employees.
 - vii. **One (1) Storage room.** SASCA-CV shall be responsible for ensuring the Storage Room is in good condition, clean, and in working order. SASCA-CV shall be responsible for ensuring that only SASCA-CV employees and custodial staff have access to the Storage Room. SASCA-CV shall be responsible for ensuring that the Storage Room remains locked at all times.
 - viii. **One (1) Custodial closet.** SASCA-CV shall be responsible for ensuring the Custodial Closet is in good condition, clean, and in working order. SASCA-CV shall be responsible for ensuring that only SASCA-CV employees and custodial staff have access to the Custodial Closet. SASCA-CV shall be responsible for ensuring that the Custodial Closet remains locked at all times.
 - ix. **Fifteen (15) Parking Spaces in the Upper Parking Lot.** SASCA-CV shall be responsible for ensuring that SASCA-CV employees completely occupy the Upper Parking Lot first before using parking spaces in the shared use Front Parking Lot.
 - x. **One (1) Dumpster and One (1) Recycling Bin.** The District shall allow SASCA-CV shared use of a Dumpster and a Recycling Bin located near the Upper Parking Lot behind Building H.
 - 1. SASCA-CV shall be responsible for ensuring that SASCA-CV's employees and custodian(s) use the Dumpster to deposit trash, and use the Recycling Bin to deposit recyclable items.
 - 2. SASCA-CV employees' vehicles shall not block waste disposal trucks' access to the Dumpster and the Recycling Bin in the Upper Parking Lot.
3. **Entrance to SASCA-CV's Exclusive Use Facilities.** SASCA-CV shall be responsible for instructing its students, parents, volunteers, and visitors to utilize one main gate for entry and exit to SASCA-CV's Exclusive Use Facilities from the Front Parking Lot, depicted with an "X" as SASCA-CV's Main Entrance and Exit in Exhibit 3: Site Plan. SASCA-CV shall be responsible for monitoring the gate to control access.
- A. In addition to utilizing the gate depicted with an "X" in Exhibit 3: Site Plan, SASCA-CV employees shall utilize the one-way road from Pipeline Avenue to access the Upper Parking Lot, and SASCA-CV employees may enter through the gate in the Upper Parking Lot to access SASCA-CV's Exclusive Use Facilities, depicted with "Y" in Exhibit 3: Site Plan.

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Page 7 of 13
V.2

SHARED USE AGREEMENT

4. **Emergency Procedures/Drills.** The District shall provide SASCA-CV with District emergency, evacuation, and security procedures to be followed on all areas of the Premises.

- A. SASCA-CV's Executive Director/Principal shall meet with the Director of Alternative Education during August 2019 to identify and discuss appropriate dates and times through the year for emergency drills, fire drills, and other security procedures to be followed on all areas of the Premises. SASCA-CV agrees to sign the acknowledgement in Exhibit 2 regarding this meeting.
- B. SASCA-CV employees, volunteers, students, and faculty shall cooperate with and participate in any District lockdowns, exigent security procedures, and emergency response training, procedures, and protocols required by the District at the Premises.
- C. SASCA-CV employees, volunteers, students, and faculty shall cooperate with and participate in joint fire drills with the District's existing programs at the Los Serranos school site.
- D. SASCA-CV's Executive Director/Principal shall provide notification within five (5) calendar days in advance to the Director of Alternative Education of any additional SASCA-CV's scheduled emergency drills on the Premises that are separate from the District's drills.

5. **Student Discipline.** The Director of Alternative Education will collaborate with SASCA-CV's Executive Director/ Principal to resolve any student disciplinary issues that involve students and/or property of both SASCA-CV and the District's Alternative Education Center, the Chino Valley Learning Academy, the Hope Family Resource Center, and the Spectrum Center's educational programs, according to the District's Board Policies and Administrative Regulations regarding student discipline.

The District shall otherwise have no legal responsibility for discipline of SASCA-CV's students.

6. **School Hours.** SASCA-CV will start student instruction at 8:00 AM and end school at 3:00 PM as provided for in Exhibit 4.

- A. If there are any changes to SASCA-CV's school hours, SASCA-CV's Executive Director/Principal will provide the new schedule within seven (7) calendar days to the District.
- B. If SASCA-CV intends to establish before-school programs or after-school programs, SASCA-CV's Executive Director/Principal shall provide the District with written notification before July 1, 2019 so that the District can schedule SASCA-CV's request.

7. **Holiday/Break Schedule.** SASCA-CV's holiday/break schedule is set forth in Exhibit 4. If there are any changes to SASCA-CV's school year calendar, SASCA-CV's Executive

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Page 8 of 13
V.2

SHARED USE AGREEMENT

Director/Principal will provide the holiday/break schedule within seven (7) calendar days to the District.

8. Contact Information. SASCA-CV shall complete and return the requested contact information in Exhibit 4 to the District.

9. Meetings. SASCA-CV's Executive Director/Principal and/or his/her designee shall submit a request for a meeting with the Director of Alternative Education as necessary to discuss scheduling, calendaring, upcoming events and/or any other operational issues that may arise with the shared space.

A. SASCA-CV's Executive Director/Principal shall provide written and electronic notice of such meeting with the Director of Alternative Education to the District.

B. When an emergency arises that involves SASCA-CV students' use of Shared Space, SASCA-CV's Executive Director/Principal shall contact the Director of Alternative Education and/or then submit a written request for an emergency meeting.

10. Outdoor School Assemblies. For the 2019-2020 school year, any SASCA-CV outdoor school assemblies may be held at the Athletic Fields and the Paved Play-Space/Basketball Courts only during SASCA-CV's shared use times of the Athletic Fields and of the Paved Play-Space/Basketball Courts, provided that SASCA-CV's Executive Director/Principal provides written notification to the Director of Alternative Education of the dates, times, and maximum number of students for any SASCA-CV assembly.

A. Changes to the schedule for SASCA-CV school assemblies must be submitted no later than five (5) calendar days prior to an event.

B. SASCA-CV agrees that it will ensure its assemblies will not cause disturbances to other students and personnel at the school site or affect the operation of the other programs at the school site.

11. Modification. If the Parties enter into a subsequent written modification of this Agreement, SASCA-CV shall pay its pro rata share fee to the District, commensurate with any addition or subtraction to the District's square foot allocation of exclusive or shared space to SASCA-CV.

12. 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:

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Page 9 of 13
V.2

SHARED USE AGREEMENT

If to the District:

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

If to SASCA-CV:

Sycamore Academy of Science and Cultural Arts-Chino Valley Charter School
P.O. Box 1400
Wildomar, CA 92595
Attention: Executive Director/Principal

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.

13. Subcontract and Assignment. SASCA-CV 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.

14. 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.

15. Entire Agreement of Parties. This Shared Use Agreement, together with its attachments, the Final Facilities Memorandum of Understanding between the District and SASCA-CV, and the District's March 29, 2019 Final Notification of Facilities Offered to SASCA-CV, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written, regarding SASCA-CV's shared use and exclusive use of the Premises and/or other District facilities. In the event of a conflict between this Shared Use Agreement and the July 19, 2018 SASCA-CV charter, this Shared Use Agreement shall control. This Shared Use Agreement may be amended or modified only by a written instrument executed by the Parties.

16. 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 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. SASCA-CV acknowledges that a non-exclusive license is a valid form of agreement for

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Page 10 of 13
V.2

SHARED USE AGREEMENT

use of the Premises and shall not contest the validity of the form of this Agreement in any action or proceeding brought by SASCA-CV against the District, or by the District against SASCA-CV. Should either Party be compelled to institute 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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **Severability.** Should any provision of this Agreement be determined 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.

22. **Incorporation of Recitals and Attachments.** The Recitals, Exhibit 1: Schedule for Use of Shared Space at the Los Serranos School Site, Exhibit 2: Acknowledgements Between CVUSD and SASCA-CV to Shared Use Agreement, Exhibit 3: Site Plan, and Exhibit 4: SASCA-CV Information for Shared Use Agreement are attached hereto and incorporated herein by reference.

23. **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.

24. **Attorneys' Fees.** Each Party shall bear its own respective costs, expenses, and attorneys' fees in all matters or litigation concerning this Agreement.

NE:
BH: 

SHARED USE AGREEMENT

Approved and ratified on _____, 2019 by the Chino Valley Unified School District Board of Education by the following vote:

AYES: _____

NOES: _____

Abstentions: _____


Dr. Norm Enfield
Clerk of the Board of Education

Approved and ratified on 6/10/19, 2019 by the Ronald Reagan Charter School Alliance Board of Trustees by the following vote:


AYES: 4

NOES: 0

Abstentions: 0 2 absent



Name: ROLAND SKUMAWITZ
Title: BOARD PRESIDENT

NE:
BH: 

**PROPOSED
SCHEDULE FOR USE OF SHARED SPACE
AT THE LOS SERRANOS SCHOOL SITE**

**EXHIBIT 1
Shared Use Agreement**

SHARED SPACE	SCHEDULE
Upper Playground	<p align="center">Spectrum PE: 8:25 AM – 9:10 AM Lunch: 12:15 PM – 12:45 PM</p> <p align="center">CVLA 12:35 PM – 1:25 PM</p> <p align="center">SASCA-CV: Possible PE times: 9:20 AM – 10:20 AM Possible lunch times: 11:30 AM – 12:10 AM</p>
Athletic Fields	<p align="center">Spectrum 8:25 AM – 9:10 AM Lunch: 12:15 PM – 12:45 PM</p> <p align="center">CVLA 12:35 PM – 1:25 PM</p> <p align="center">SASCA-CV: Possible PE times: 9:20 AM – 10:20 AM Possible lunch times: 11:30 AM – 12:10 AM</p>
Paved Play-Space/Basketball Courts	<p align="center">Spectrum 8:25 AM – 9:10 AM Lunch: 12:15 PM – 12:45 PM</p> <p align="center">CVLA 12:35 PM – 1:25 PM</p> <p align="center">SASCA-CV: Possible PE times: 9:20 AM – 10:20 AM Possible lunch times: 11:30 AM – 12:10 AM</p>
Restrooms in Building C	<p align="center">SASCA-CV Use as needed</p>
Sixty-nine (69) Parking Spaces in the Front Parking Lot	<p align="center">SASCA-CV Use as needed</p>
Common Hallways	<p align="center">SASCA-CV To be determined</p>

**PROPOSED
SCHEDULE FOR USE OF SHARED SPACE
AT THE LOS SERRANOS SCHOOL SITE**

**EXHIBIT 1
Shared Use Agreement**

SHARED SPACE	SCHEDULE
<p>Covered Drop-off and Pick-up Area</p>	<p align="center"><u>DROP-OFF</u> Spectrum: 8:00 AM – 8:25 AM</p> <p align="center">SASCA-CV: 7:30 AM – 8:30 AM</p> <p align="center"><u>PICK-UP</u> Spectrum: 2:15 PM – 2:35 PM</p> <p align="center">SASCA-CV Grades TK/K: 1:00 PM – 1:25 PM</p> <p align="center">SASCA-CV Grades 1 – 5: 2:45 PM – 3:15 PM</p> <p align="center">SASCA-CV Fridays: 12:00 PM – 12:45 PM</p>

**ACKNOWLEDGEMENTS
BETWEEN CVUSD AND SASCA-CV
TO SHARED USE AGREEMENT**

I. SCHEDULE

Copies of the schedule of SASCA-CV's use of Shared Space shall be maintained and located in the District's Alternative Education Center's administration office and SASCA-CV's office within SASCA-CV's Exclusive Space.

II. MEETINGS

SASCA-CV's Executive Director and/or Principal shall meet with the District's Director of Alternative Education Dr. Carr and/or his designee at least once a month to discuss SASCA-CV's schedule for SASCA-CV's use of Shared Space.

SASCA-CV's Executive Director and/or Principal shall meet with the District's Director of Alternative Education Dr. Carr and/or his designee during August 2019 to identify and discuss appropriate dates and times through the year for emergency drills, fire drills, and other security procedures to be followed on all areas of the Premises.

Executed on the 10th day of June, 2019.

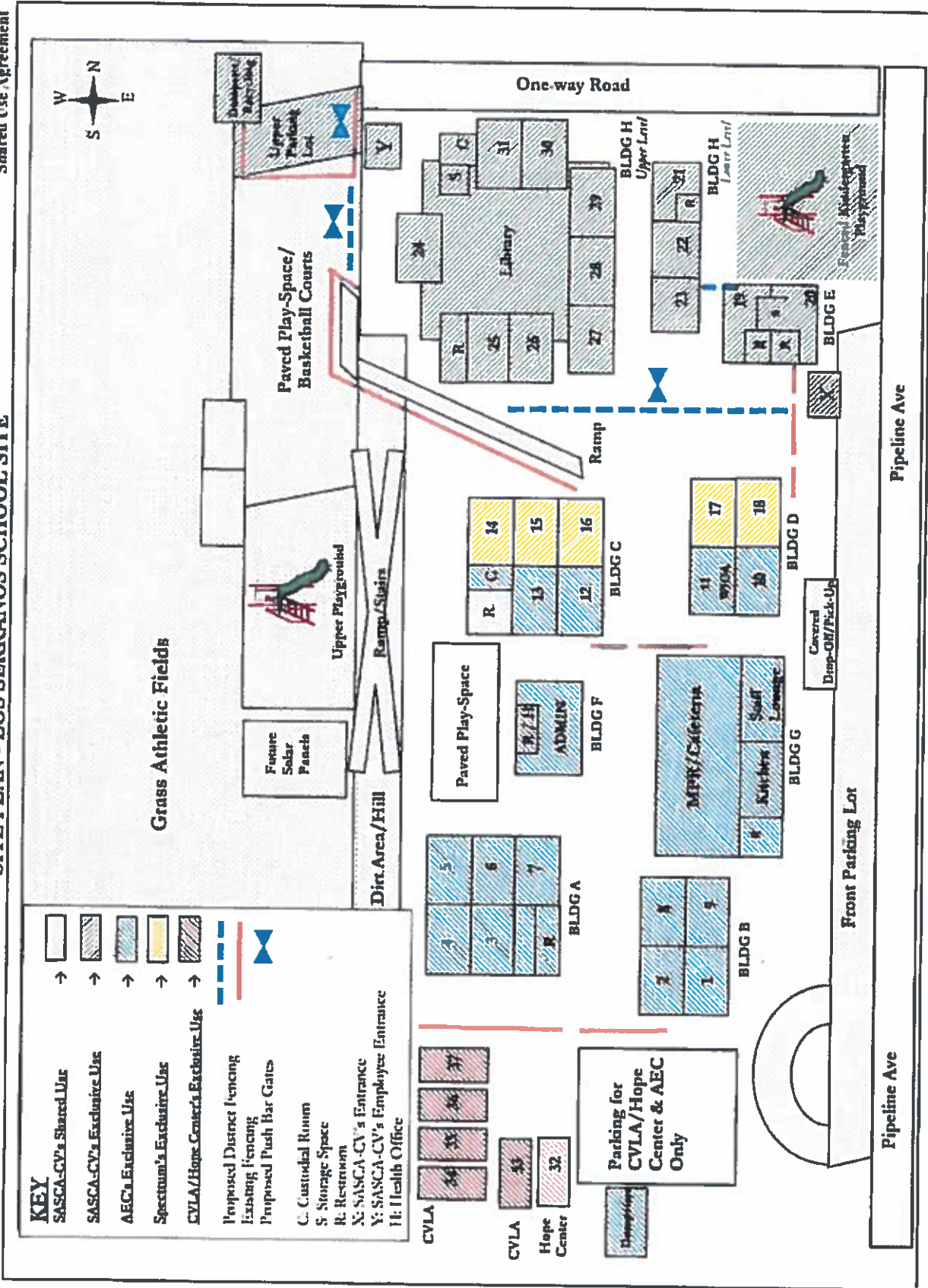
**CHINO VALLEY UNIFIED SCHOOL
DISTRICT**

By _____
Dr. Preston Carr Date
Director, Alternative Education Center

**SYCAMORE ACADEMY OF SCIENCE AND
CULTURAL ARTS-CHINO VALLEY**

By Barbara Hale 6/10/19
Barbara Hale Date
Executive Director

SITE PLAN - LOS SERRANOS SCHOOL SITE



**SASCA-CV INFORMATION
FOR SHARED USE AGREEMENT**

I. SASCA-CV CONTACT INFORMATION

Executive Director

Name: BARBARA HALE

Cell Phone: 951-473-5370

Office Phone: 951-678-5217 x101

E-mail: b.hale@sycamoreacademycharter.org

On-Site Principal or Administrator Next in Charge

Name: Jeff Morabito

Cell Phone: 951-445-3587

Office Phone: TBD

E-mail: j.morabito@sycamoreacademycharter.org

On-Site Assistant Principal or Administrator Next in Charge

Name: Julie Miranda

Cell Phone: pending

Office Phone: TBD

E-mail: j.miranda@sycamoreacademycharter.org

II. SASCA-CV SCHOOL HOURS

Start of school: 8:00 AM

End of school: 3:00 PM

III. SASCA-CV HOLIDAYS/BREAKS

List of Holidays/Breaks: September 2, 2019, October 3-4, 2019, November 1, 2019, November 8, 2019, November 11, 2019, November 25-29, 2019, December 20, 2019 – January 7, 2020, January 20, 2020, February 14, 2020, February 17, 2020, February 28, 2020, March 23-27, 2020, April 10, 2020, April 13, 2020, May 25, 2020

**ATTACHMENT 3 TO FACILITIES MOU
BETWEEN CVUSD AND SASCA-CV**

PRO RATA SHARE FEE CALCULATION

Applicable Facilities Costs for Fiscal Year 2018-2019	
Contributions from unrestricted general fund revenues to the District's Routine Restricted Maintenance Account (5 CCR 11969.7(a)(1))	\$6,769,207.00
Contributions from unrestricted general fund revenues to the District's deferred maintenance fund (5 CCR 11969.7(a)(1))	\$2,775,000.00
Costs paid from unrestricted general fund revenues for projects eligible for funding but not funded from the deferred maintenance fund (5 CCR 11969.7(a)(2))	\$1,509,000.00
Costs Associated With Plant M&O, etc (5 CCR 11969.7(a))	\$2,918,000.00
Total Applicable Costs	\$13,971,207.00
Total District Square Footage (Indoor)	2,550,824 sq. ft.
Total District Square Footage (Outdoor)	21,581,416 sq. ft.
Costs Per Square Foot (Indoor) = Total Applicable Costs ÷ Total District SF (Indoor)	\$5.47
	\$5.48 (rounded)
Costs Per Square Foot (Outdoor) = Total Applicable Costs ÷ Total District SF (Outdoor)	\$0.647
	\$0.65 (rounded)

Total Indoor Space Exclusively Allocated to SASCA-CV Charter School for 2019-2020		
11 Classrooms	9,627	Square Feet
2 Classroom Spaces for use as Office and a Nurse's Office	1,585	Square Feet
1 Custodial Closet	72	Square Feet
1 Storage Room	162	Square Feet
Library	1,794	Square Feet
Total Exclusive Indoor Square Footage	13,240	Square Feet

Total Outdoor Space Exclusively Allocated to SASCA-CV Charter School for 2019-2020		
Kindergarten Play Area	10,990	Square Feet
Kindergarten Playground	4,330	Square Feet
15 Parking Spaces in Upper Lot	10,429	Square Feet
Total Exclusive Outdoor Square Footage	25,749	Square Feet

Total Shared Space Allocated to SASCA-CV Charter School for 2019-2020		
Athletic Fields	161,768	Square Feet
1-5 Grades Paved play area includes Playground	30,840	Square Feet
69 Parking Spaces	26,970	Square Feet
Restrooms in Building C	494	Square Feet
Total Shared Space Square Footage	220,072	Square Feet

**ATTACHMENT 3 TO FACILITIES MOU
BETWEEN CVUSD AND SASCA-CV**

PRO RATA SHARE FEE CALCULATION

Total District Space Remaining at the Los Serranos School Site Square Footage		
Total Square Feet of Los Serranos School Site	435,600	Square Feet
Less	(-)	
Total Shared Space Square Footage Allocated to SASCA-CV	220,072	Square Feet
Less	(-)	
Total Exclusive Indoor Square Footage Allocated to SASCA-CV	13,240	Square Feet
Less	(-)	
Total Exclusive Outdoor Square Footage Allocated to SASCA-CV	25,749	Square Feet
Equals	=	
Total District Space Remaining at the Los Serranos School Site Square Footage	176,539	Square Feet

SASCA-CV's Exclusive Occupancy at Los Serranos School Site		
Total Exclusive Indoor Space Square Footage Allocated to SASCA-CV	13,240	Square Feet
Divided by	(÷)	
Sum of Total District Space Remaining at the Los Serranos School Site Square Footage and the Total Exclusive Indoor Space Square Footage Allocated to SASCA-CV	189,779	Square Feet
Equals	=	
Percentage of SASCA-CV's Exclusive Occupancy	6.98	%

Calculation of Factored SASCA-CV's Exclusive Occupancy Percentage to Shared Outdoor Space Allocated to SASCA-CV		
Percentage of SASCA-CV's Exclusive Occupancy	6.98	%
Multiplied By	(×)	
Total Shared Outdoor Space Allocated to SASCA-CV	220,072	Square Feet
Equals	=	
Factored SASCA-CV's Exclusive Occupancy Percentage to Shared Outdoor Space Allocated to SASCA-CV	15,361	Square Feet

Pro-Rata Share Calculation		
13,240 Exclusive Indoor Square Feet @ \$5.48 Per Square Foot	\$72,555.20	Per Year
25,749 Exclusive Outdoor Square Feet @ \$0.65 Per Square Foot	\$16,736.85	Per Year
15,361 Shared Square Feet Factored to SASCA-CV's Occupancy Percentage @ \$0.65 Per Square Foot	\$9,984.65	Per Year
TOTAL PRO RATA SHARE	\$99,276.70	Per Year
	(Equal to 10 monthly payments of \$9,927.67)	

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 20, 2019
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Richard Rideout, Assistant Superintendent, Human Resources
SUBJECT: **ADDENDUM TO THE EMPLOYMENT CONTRACT FOR THE SUPERINTENDENT OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT**

=====

BACKGROUND

Government Code 53262 requires that “all contracts with a superintendent, deputy superintendent, assistant superintendent, associate superintendent...of a local agency shall be ratified in an open session of the governing body, which shall be reflected in the governing body’s minutes.” Further, copies of the employment contract shall be made available to the public upon request.

The Board is asked to approve an addendum to the Superintendent’s employment contract for a term beginning July 1, 2019, and ending June 30, 2023. All other provisions of the contract for employment shall remain unchanged.

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

RECOMMENDATION

It is recommended the Board of Education approve the addendum to the employment contract for the Superintendent of the Chino Valley Unified School District.

FISCAL IMPACT

The position is within the approved budget.

NE:RR:mcm

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
June 6, 2019

MINUTES

I. OPENING BUSINESS

I.A. CALL TO ORDER – 5:30 P.M.

1. Roll Call

President Na called to order the regular meeting of the Board of Education, Thursday, June 6, 2019, at 5:30 p.m. with Cruz, Schaffer, and Na present. Mrs. Gagnier arrived at 5:31 p.m., and Mrs. Blair arrived at 5:35 p.m.

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
(absent)

2. Public Comment on Closed Session Items

None.

3. Closed Session

President Na adjourned to closed session at 5:30 p.m. regarding conference with legal counsel existing litigation; conference with legal counsel real property negotiators; student readmission; student discipline matter; public employee discipline/dismissal/release; conference with labor negotiators A.C.T. and CSEA negotiations; public employee appointment: elementary principal and coordinator, Secondary Curriculum; and public employee performance evaluation: Superintendent.

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

1. Report Closed Session Action

President Na reconvened the regular meeting of the Board of Education at 7:01 p.m. with Blair, Cruz, Gagnier, Schaffer, and Na present. The Board met in closed session from 5:30 p.m. to 6:50 p.m. regarding conference with legal counsel existing litigation; conference with legal counsel real property negotiators; student readmission; student discipline matter; public employee discipline/dismissal/release; conference with labor negotiators

A.C.T. and CSEA negotiations; public employee appointment: elementary principal and coordinator, Secondary Curriculum; and public employee performance evaluation: Superintendent. The Board appointed Barbara Bearden as Principal, Eagle Canyon ES effective July 1, 2019, by a vote of 5-0, with Blair, Cruz, Gagnier, Na, and Schaffer voting yes; and appointed Joseph Duarte as Coordinator, Secondary Curriculum effective July 1, 2019, by a vote of 5-0 with Blair, Cruz, Gagnier, Na, and Schaffer voting yes. No further action was taken that required public disclosure.

2. Pledge of Allegiance

Mark Hargrove led the Pledge of Allegiance.

I.C. PRESENTATION

1. Julie Gobin Memorial Hit the Greens for Scholarships Check

Tim Adams from School Portraits by Adams Photography presented a check to the District in the amount of \$28,712.47 representing the proceeds from the Julie Gobin Memorial Hit the Greens for Scholarships annual golf tournament.

I.D. COMMENTS FROM EMPLOYEE REPRESENTATIVES

Tom Mackessy, CHAMP President, introduced Renae Ramsey, President-elect; announced and congratulated three high school scholarship recipients; and thanked A.C.T., CSEA, and management personnel for a great year.

I.E. COMMENTS FROM COMMUNITY LIAISONS

Mark Hargrove (on behalf of Mark Lucio, Chino city council) announced a workshop being held that evening at Monte Vista Park regarding park upgrades and design; invited the Board and audience to attend another workshop on June 8 to be held at Central Avenue and Phillips regarding building a park or other facility; and announced June 14 as the beginning of Chino Summer Nights music on the lawn.

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

James Houston addressed the Board regarding the Be Kind Association at Allegiance STEAM Academy-Thrive charter school; Tricia Cauley addressed the Board regarding the Bingo fundraiser at Chino Hills HS; Michael Chu, Lui Lin, Jennifer Zhau, and Kali Wu addressed the Board in opposition to the California Healthy Youth Act; Dr. Cognetta addressed the Board regarding the accomplishments of Allegiance STEAM Academy-Thrive charter school; and Catherine Osman addressed the Board about technology and the harm screen use does to student learning.

I.G. CHANGES AND DELETIONS

The following change was read into the record: Item III.A.2. was yellow-sheeted.

II. ACTION

II.A. ADMINISTRATION**II.A.1. Appointment of District Representative to the City of Chino Community Services Commission**

Moved (Cruz) seconded (Na) motion carried (4-1, Blair voted no) to appoint Robert Martinez to the City of Chino Community Services Commission for a term to expire June 30, 2020.

II.A.2. Resolution 2018/2019-43 Board Compensation for Missed Meeting of May 2, 2019, for Irene Hernandez-Blair

Moved (Schaffer) seconded (Gagnier) motion carried (4-0-1, Blair abstained) to adopt Resolution 2018/2019-43 Board Compensation for Missed Meeting of May 2, 2019, for Irene Hernandez-Blair.

II.B. BUSINESS SERVICES**II.B.1. Public Hearing Regarding the 2019/2020 Budget**

President Na opened the public hearing regarding the 2019/2020 budget at 7:49 p.m. There being no speakers, the public hearing was closed at 7:49 p.m.

II.C. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT**II.C.1. Public Hearing Regarding the Local Control and Accountability Plan**

President Na opened the public hearing regarding the Local Control and Accountability Plan at 7:49 p.m. There being no speakers, the public hearing was closed at 7:49 p.m.

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**

Moved (Blair) seconded (Schaffer) carried unanimously (5-0) to approve the Final Facilities Memorandum of Understanding between Chino Valley Unified School District and Allegiance STEAM Academy—Thrive charter school.

III. CONSENT

Joe Schaffer pulled for separate action items III.A.2., III.B.2., and III.C.4. Moved (Blair) seconded (Gagnier) carried unanimously (5-0) to approve the consent items, as amended.

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

Approved the minutes of the regular meeting of May 16, 2019.

III.A.2. 2019 Senior Scholarship Recipients

Moved (Blair) seconded (Gagnier) carried unanimously (5-0) to approve the 2019 senior scholarship recipients.

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

Approved/ratified the warrant register, provided under separate cover.

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

Moved (Blair) seconded (Gagnier) carried unanimously (5-0) to approve/ratify 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 Atkinson, Andelson, Loya, Ruud & Romo.

III.C. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT**III.C.1. Student Readmission Case 18/19-11**

Approved student readmission case 18/19-11.

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

Approved student expulsion case 18/19-30.

III.C.3. School-Sponsored Trips

Approved/ratified 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 on a Multitrack Year-Round Schedule

Moved (Blair) seconded (Gagnier) carried unanimously (5-0) to adopt Resolution 2018/2019-48 to Maintain 175 Days of Instruction for Schools on a Multitrack Year-round Schedule.

III.C.5. Secondary District Plan and Renewal Application for the Work Experience Education Program

Approved 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

Approved/ratified the purchase order register, provided under separate cover.

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

Approved/ratified the Agreements for Contractor/Consultant Services.

III.D.3. Surplus/Obsolete Property

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

III.D.4. Resolution 2018/2019-44, 2018/2019-45, 2018/2019-46, and 2018/2019-47, Authorization to Utilize Piggyback Contracts

Adopted 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

Approved the Notice of Completion for CUPCCAA Projects.

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

Approved 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 Playground Equipment Installation

Approved 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

Awarded 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. Certificated/Classified Personnel Items

Approved/ratified the certificated/classified personnel items.

III.E.2. Rejection of Claim

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

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

Approved 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

Received for information the revision of the Financial Literacy course.

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

Received for information the revision of Exhibit 5131.8 Students—Code of Conduct.

V. COMMUNICATIONS

Joe Schaffer said he applauds student James Houston; spoke about the sex education curriculum, the advisory committee, parents’ rights to view the curriculum, and parents’ rights to opt-out; congratulated the District’s graduates and students who promoted; gave an update on Baldy View ROP; and said concerts in the park are during the months of June and July.

Christina Gagnier said the Chamber of Commerce annual golf tournament is June 24 and the Chino State of the City is June 26; said she appreciates parents’ concerns and other issues driven by the community but does not appreciate outside groups coming into the community with misinformation that causes strife; and talked about the process for creating curriculum and parents’ right to opt-out.

Andrew Cruz said James Houston should see Dr. Enfield after the meeting; thanked the boosters for their contributions to schools made possible with Bingo fundraising proceeds; thanked Ms. Osman for the information she provided to the Board regarding technology and its affects on children; talked about Allegiance’s upcoming promotion ceremony;

suggested questions regarding sex education curriculum be directed to Dr. Park; said he attended the Adult School graduation, retirement dinner, and CSEA luncheon; and said parents should leave a legacy for their children of values set.

Irene Hernandez-Blair congratulated the graduates; said CSEA's 1st annual car show raised over \$2,500 for scholarships; talked about the California Healthy Youth Act, the District's process for developing the curriculum with input from a committee of parents, and opt-out options; and advised members of the audience where they can go for answers to their questions about the curriculum both within the District and on the California Department of Education website.

Dr. Enfield congratulated the graduates and said videos will be on the District's website next week.

James Na said Sophie Chu is a top student and compassionate and James Houston should be the next President of the United States; talked about sex education and his belief that the state's curriculum is perverted and eliminates family values; thanked Martin Silveira for being a good servant leader; thanked the booster club, CSEA Chapter 102 for their car show scholarship fundraising event, Richard Rideout for cooking, and Dr. Enfield for paying; said the graduations and speakers were great; and said he would pray for Board members, especially Mrs. Blair and her son.

VI. ADJOURNMENT

President Na adjourned the regular meeting of the Board of Education at 8:23 p.m.

James Na, President

Andrew Cruz, Clerk

Recorded by: Stephanie Gibson, Secretary to the Superintendent

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 20, 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

\$6,478,47210 to all District funding sources.

NE:SHC:LP:wc

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 20, 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

CHINO VALLEY UNIFIED SCHOOL DISTRICT
June 20, 2019

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

<u>School</u>	<u>Organization</u>
Borba ES	PFA
Cattle ES	PFA
Chaparral ES	PTO
Country Springs ES	PFA
Rhodes ES	PEP Club
Rolling Ridge ES	PTA
Briggs K-8	PFA
Cal Aero K-8	Preserve Flight Crew
Canyon Hills JHS	Music Club
Canyon Hills JHS	PTSA
Magnolia JHS	Music Boosters
Magnolia JHS	PFA
Ramona JHS	Band Boosters
Chino Hills HS	Aquatics Boosters
Chino Hills HS	Dance Boosters
Chino Hills HS	Football Boosters
Chino Hills HS	2020 Grad Nite Boosters
Chino Hills HS	Music Boosters
Chino Hills HS	Spirit Boosters
Don Lugo HS	Grad Night Boosters

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
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DATE: June 20, 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

CHINO VALLEY UNIFIED SCHOOL DISTRICT
June 20, 2019

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Chaparral ES</u>		
PTO	Shoparoo	6/21/19 - 6/1/20
<u>Country Springs ES</u>		
PFA	Yearbook Sale	8/12/19 - 5/31/20
PFA	Monthly Family Nights Out	8/12/19 - 5/31/20
PFA	Book Fair	10/21/19 - 10/28/19
PFA	Silent Auction Ticket Sale	10/21/19 - 11/5/19
PFA	Book Fair	5/3/20 - 5/13/20
<u>Glenmeade ES</u>		
PTA	Mountain Mike's Pizza Night Out	7/14/19
<u>Liberty ES</u>		
ASB - 6th Grade	Off Campus See's Candy Sale	9/3/19 - 9/20/19
ASB - 6th Grade	Off Campus Beef Jerky Sale	9/9/19 - 9/20/19
ASB - 6th Grade	Off Campus Candy Sale	11/12/19 - 11/29/19
<u>Oak Ridge ES</u>		
PTA	Bobcat Fun Run	9/9/19 - 9/19/19
PTA	Subway Spirit Night	9/26/19
PTA	Pieology Spirit Night	10/24/19
PTA	McDonald's Spirit Night	11/14/19
ASB	Movie Night Refreshment Sale	11/22/19
PTA	Jack-in-the-Box Spirit Night	12/5/19
PTA	Chipotle Spirit Night	1/23/20
ASB	Movie Night Refreshment Sale	1/24/20
PTA	Panda Express Spirit Night	2/13/20
PTA	Roscoe's Spirit Night	3/12/20
ASB	Movie Night Refreshment Sale	4/17/20
<u>Rhodes ES</u>		
PEP Club	Coupon Booklet Sale	6/21/19 - 9/27/19

CHINO VALLEY UNIFIED SCHOOL DISTRICT
June 20, 2019

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Cal Aero K-8</u>		
Flight Crew	PTO Membership Drive	7/15/19 - 6/30/20
<u>Canyon Hills JHS</u>		
PTSA	PTSA Membership Drive	8/1/19 - 5/30/20
PTSA	Marquee Greetings Sale	8/1/19 - 5/30/20
PTSA	Dance Snack Bar	8/1/19 - 5/30/20
PTSA	After School Snack Sale	8/1/19 - 5/30/20
PTSA	Spirit Wear Sale	8/1/19 - 5/30/20
PTSA	Book Fair	10/21/19 - 10/25/19
PTSA	Success Fest Snack Bar	4/1/20 - 4/30/20
PTSA	Silent Auction	5/30/20
<u>Magnolia JHS</u>		
Music Boosters	Fireworks Booth	7/1/19 - 7/4/19
<u>Ramona JHS</u>		
ASB - General	Before School Hot Chocolate Sale	1/22/20 - 2/21/20
<u>Townsend JHS</u>		
ASB - General	Step-it-Up Donation Drive	8/1/19 - 11/3/19
ASB - P.E.	P.E. Clothing Sale	8/12/19 - 5/20/20
ASB - Travel Club	Off Campus Candy Sale	8/19/19 - 9/13/19
ASB - Travel Club	Back to School Night Kona Ice Sale	9/4/19
Dance Boosters	Back To School Night Pizza Sale	9/4/19
ASB - Travel Club	Off Campus Candle Sale	9/12/19 - 10/30/19
ASB - Travel Club	Off Campus Candy Sale	9/16/19 - 10/11/19
Dance Boosters	Bravo Burger Family Night Out	10/2/19
Dance Boosters	Off Campus Candle Sale	10/14/19 - 10/28/19
ASB - Travel Club	Off Campus Candy Sale	10/14/19 - 11/1/19
Dance Boosters	Poinsettia Sale	11/4/19 - 11/18/19
Dance Boosters	Dance Showcase Ticket Sale	1/17/20

CHINO VALLEY UNIFIED SCHOOL DISTRICT
June 20, 2019

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Woodcrest JHS</u>		
ASB - Athletics	P.E. Clothing Sale	8/1/19 - 6/1/20
ASB - General	After School Snack Sale	8/12/19 - 5/29/20
<u>Ayala HS</u>		
Key Club	Relay for Life 2019 Refreshment Sale	8/3/19
PTSA	Ontario Reign Ticket Sale	8/12/19 - 10/1/19
Grad Night Boosters	Clothing Drive	8/12/19 - 5/15/20
PTSA	Spirit Wear Sale	8/12/19 - 6/1/20
PTSA	PTSA Membership Drive	8/12/19 - 6/1/20
PTSA	Bulldog Aluminum Water Bottle Sale	8/12/19 - 6/1/20
PTSA	Cell Phone Popsocket Sale	8/12/19 - 6/1/20
Boys Waterpolo Boosters	Waterpolo Tournament	9/6/19 - 9/7/19
Boys Waterpolo Boosters	Waterpolo Tournament	9/27/19 - 9/28/19
Track & Field Boosters	Spirit Pack Donation Drive	1/1/20 - 4/30/20
<u>Chino HS</u>		
C.H.A.P.S.S.	Fireworks Booth	7/1/19 - 7/4/19
Basketball Boosters	Fireworks Booth	7/1/19 - 7/4/19
Girls Basketball Boosters	Off Campus Chip Sale	7/1/19 - 7/15/19
Baseball Boosters	After School Snack Sale	7/1/19 - 6/30/20
Boys Basketball Boosters	After School Snack Sale	7/1/19 - 6/30/20
Girls Basketball Boosters	After School Snack Sale	7/1/19 - 6/30/20
Cross Country Boosters	After School Snack Sale	7/1/19 - 6/30/20
Boys Golf Boosters	After School Snack Sale	7/1/19 - 6/30/20
Girls Golf Boosters	After School Snack Sale	7/1/19 - 6/30/20
Boys Soccer Boosters	After School Snack Sale	7/1/19 - 6/30/20
Girls Soccer Boosters	After School Snack Sale	7/1/19 - 6/30/20
Swim Boosters	After School Snack Sale	7/1/19 - 6/30/20
Boys Tennis Boosters	After School Snack Sale	7/1/19 - 6/30/20
Girls Tennis Boosters	After School Snack Sale	7/1/19 - 6/30/20
Track & Field Boosters	After School Snack Sale	7/1/19 - 6/30/20
Volleyball Boosters	After School Snack Sale	7/1/19 - 6/30/20
Boys Waterpolo Boosters	After School Snack Sale	7/1/19 - 6/30/20
Girls Waterpolo Boosters	After School Snack Sale	7/1/19 - 6/30/20
Wrestling Boosters	After School Snack Sale	7/1/19 - 6/30/20
Baseball Boosters	Spirit Apparel Sale	7/1/19 - 6/30/20
Boys Basketball Boosters	Spirit Apparel Sale	7/1/19 - 6/30/20

CHINO VALLEY UNIFIED SCHOOL DISTRICT
June 20, 2019

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Chino HS</u> (cont.)		
Girls Basketball Boosters	Spirit Apparel Sale	7/1/19 - 6/30/20
Cross Country Boosters	Spirit Apparel Sale	7/1/19 - 6/30/20
Boys Golf Boosters	Spirit Apparel Sale	7/1/19 - 6/30/20
Girls Golf Boosters	Spirit Apparel Sale	7/1/19 - 6/30/20
Boys Soccer Boosters	Spirit Apparel Sale	7/1/19 - 6/30/20
Girls Soccer Boosters	Spirit Apparel Sale	7/1/19 - 6/30/20
Swim Boosters	Spirit Apparel Sale	7/1/19 - 6/30/20
Boys Tennis Boosters	Spirit Apparel Sale	7/1/19 - 6/30/20
Girls Tennis Boosters	Spirit Apparel Sale	7/1/19 - 6/30/20
Track & Field Boosters	Spirit Apparel Sale	7/1/19 - 6/30/20
Volleyball Boosters	Spirit Apparel Sale	7/1/19 - 6/30/20
Boys Waterpolo Boosters	Spirit Apparel Sale	7/1/19 - 6/30/20
Girls Waterpolo Boosters	Spirit Apparel Sale	7/1/19 - 6/30/20
Wrestling Boosters	Spirit Apparel Sale	7/1/19 - 6/30/20
Baseball Boosters	Sponsorship Drive - eTeamSponsor	7/1/19 - 6/30/20
Girls Basketball Boosters	Sponsorship Drive - eTeamSponsor	7/1/19 - 6/30/20
Cross Country Boosters	Sponsorship Drive - eTeamSponsor	7/1/29 - 6/30/20
Football Boosters	Sponsorship Drive - eTeamSponsor	7/1/19 - 6/30/20
Boys Golf Boosters	Sponsorship Drive - eTeamSponsor	7/1/19 - 6/30/20
Girls Golf Boosters	Sponsorship Drive - eTeamSponsor	7/1/19 - 6/30/20
Boys Soccer Boosters	Sponsorship Drive - eTeamSponsor	7/1/19 - 6/30/20
Girls Soccer Boosters	Sponsorship Drive - eTeamSponsor	7/1/19 - 6/30/20
Swim Boosters	Sponsorship Drive - eTeamSponsor	7/1/20 - 6/30/20
Boys Tennis Boosters	Sponsorship Drive - eTeamSponsor	7/1/19 - 6/30/20
Girls Tennis Boosters	Sponsorship Drive - eTeamSponsor	7/1/19 - 6/30/20
Track & Field Boosters	Sponsorship Drive - eTeamSponsor	7/1/19 - 6/30/20
Volleyball Boosters	Sponsorship Drive - eTeamSponsor	7/1/19 - 6/30/20
Boys Waterpolo Boosters	Sponsorship Drive - eTeamSponsor	7/1/19 - 6/30/20
Girls Waterpolo Boosters	Sponsorship Drive - eTeamSponsor	7/1/19 - 6/30/20
Wrestling Boosters	Sponsorship Drive - eTeamSponsor	7/1/19 - 6/30/20
C.H.A.P.S.S.	Membership Drive	8/1/19 - 1/6/20
Cross Country Boosters	Chipotle Family Night Out	8/27/19
Baseball Boosters	Wood Mountain Christmas Tree Sale	10/1/19 - 12/15/19
Girls Basketball Boosters	Wood Mountain Christmas Tree Sale	10/1/19 - 12/15/19
Cross Country Boosters	Wood Mountain Christmas Tree Sale	10/1/19 - 12/15/19
Football Boosters	Wood Mountain Christmas Tree Sale	10/1/19 - 12/15/19
Boys Golf Boosters	Wood Mountain Christmas Tree Sale	10/1/19 - 12/15/19
Girls Golf Boosters	Wood Mountain Christmas Tree Sale	10/1/19 - 12/15/19
Boys Soccer Boosters	Wood Mountain Christmas Tree Sale	10/1/19 - 12/15/19

CHINO VALLEY UNIFIED SCHOOL DISTRICT
June 20, 2019

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Chino HS</u> (cont.)		
Girls Soccer Boosters	Wood Mountain Christmas Tree Sale	10/1/19 - 12/15/19
Swim Boosters	Wood Mountain Christmas Tree Sale	10/1/19 - 12/15/19
Boys Tennis Boosters	Wood Mountain Christmas Tree Sale	10/1/19 - 12/15/19
Girls Tennis Boosters	Wood Mountain Christmas Tree Sale	10/1/19 - 12/15/19
Track & Field Boosters	Wood Mountain Christmas Tree Sale	10/1/19 - 12/15/19
Volleyball Boosters	Wood Mountain Christmas Tree Sale	10/1/19 - 12/15/19
Boys Waterpolo Boosters	Wood Mountain Christmas Tree Sale	10/1/19 - 12/15/19
Girls Waterpolo Boosters	Wood Mountain Christmas Tree Sale	10/1/19 - 12/15/19
Wrestling Boosters	Wood Mountain Christmas Tree Sale	10/1/19 - 12/15/19
C.H.A.P.S.S.	Grad Night Ticket Sale	2/3/20 - 5/8/20
<u>Chino Hills HS</u>		
Spirit Leader Boosters	Chipotle Spirit Night	6/25/19
Aquatics Boosters	Aquatics Summer Camp	7/1/19 - 8/5/19
Football Boosters	Off Campus Krispy Kreme Donut Sale	7/1/19 - 9/30/19
Cross Country Team	Donation Drive	7/1/19 - 11/30/19
Football Boosters	Donation Drive	7/1/19 - 12/31/19
Football Boosters	Monthly Restaurant Days	7/1/19 - 1/31/20
Football Boosters	Spirit Apparel Sale	7/1/19 - 1/31/20
Football Boosters	Home Football Games Snack Bar	7/1/19 - 1/31/20
Music Boosters	Newspaper Subscription Sale	7/1/19 - 6/2/20
General Boosters	Weekly Bingo	7/1/19 - 6/30/20
Football Boosters	Summer Camp	7/8/19 - 8/10/19
Spirit Leader Boosters	The Habit Spirit Night	7/16/19
Football Boosters	Freshman Tournament	7/20/19
Music Boosters	Off Campus Yogurt Sale	7/27/19 - 9/30/19
Girls Tennis Team	Orientation Week Snack Sale	7/31/19 - 8/7/19
Cross Country Team	Chick-fil-A Spirit Night	8/1/19
Football Boosters	Game/Events Parking Donation	8/1/19 - 1/31/20
Football Boosters	Game/Events Spirit Kiosk	8/1/19 - 1/31/20
Football Boosters	Game/Events Program Sale	8/1/19 - 1/31/20
Music Boosters	Chipotle Family Night Out	8/10/19
Music Boosters	Off Campus Candy Sale	8/12/19 - 5/31/20
Music Boosters	Harkins Theatre Gift Card Sale	8/12/19 - 6/3/20
Spirit Leader Boosters	Panda Express Spirit Night	8/15/19
Cross Country Team	Snap! Raise On-Line Donation Drive	8/15/19 - 9/15/19
Spirit Leader Boosters	Applebee's Pancake Breakfast	8/31/19
Aquatics Boosters	Frosh/Soph Tournament	8/30/19 - 8/31/19

CHINO VALLEY UNIFIED SCHOOL DISTRICT
June 20, 2019

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Chino Hills HS</u> (cont.)		
Music Boosters	Waba Grill Gives Back	9/1/19 - 9/30/19
Softball Team	Snap! Raise On-Line Donation Drive	9/1/19 - 11/11/19
Softball Team	Donation Drive	9/1/19 - 2/10/20
Spirit Leader Boosters	Off Campus Cookie Dough Sale	9/9/19 - 9/16/19
Aquatics Boosters	Varsity Tournament	9/13/19 - 9/14/19
Spirit Leader Boosters	Mountain Mike's Pizza Spirit Night	9/26/19
AP English	Off Campus Candy Sale	9/27/19 - 10/11/19
Aquatics Boosters	JV Championships Tournament	10/11/19 - 10/12/19
Aquatics Boosters	Frosh/Soph Championships Tournament	11/1/19 - 11/2/19
Softball Team	Off Campus Car Wash	2/8/20
Aquatics Boosters	Swim & Dive Invitational	4/23/20 - 4/25/20
<u>Don Lugo HS</u>		
Music Department	Fireworks Booth	6/30/19 - 7/4/19
Grad Night Boosters	Fireworks Booth	7/1/19 - 7/4/19
Performing Arts Boosters	Fireworks Booth	7/1/19 - 7/4/19
Spirit Leaders	Fireworks Booth	7/1/19 - 7/4/19
Sports Boosters	Fireworks Booth	7/1/19 - 7/4/19
Performing Arts Boosters	Monthly Restaurant Family Nights Out	7/1/19 - 5/28/20
Performing Arts Boosters	On-Camera Audiences	7/1/19 - 5/31/20
Performing Arts Boosters	Amazon Smile	7/1/19 - 6/11/20
Spirit Leader Boosters	Donation Drive	7/10/19 - 7/20/19
Music Department	Concerts in the Park Snow Cone Sale	7/17/19 - 9/15/19
Spirit Leader Boosters	Donation Drive	7/20/19 - 8/12/19
Music Department	L.A. County Fair Ticket Sale	8/1/19 - 9/22/19
Sports Boosters	Football Game Preferred Parking	8/1/19 - 12/1/19
Music Department	Football Games Snack Sale	8/1/19 - 12/30/19
Spirit Leader Boosters	Spirit Wear Sale	8/1/19 - 3/1/20
Football Boosters	Spirit Wear Sale	8/1/19 - 5/30/20
Performing Arts Boosters	School Performances/Shows DVD Sale	8/1/19 - 5/31/20
Girls Basketball Team	Monthly Restaurant Family Nights Out	8/12/19 - 3/1/20
Music Department	Monthly Restaurant Family Nights Out	8/12/19 - 6/30/20
Class of 2021	Monthly Restaurant Family Nights Out	8/12/19 - 6/30/20
Football Boosters	Monthly Restaurant Family Nights Out	8/12/19 - 6/30/20
Spirit Leader Boosters	Off Campus Krispy Kreme Donut Sale	8/26/19 - 9/6/19
Music Department	Golf Ball Drop	9/2/19
Spirit Leader Boosters	Clothing Drive	9/14/19
Sports Boosters	Paint Night	9/21/19

CHINO VALLEY UNIFIED SCHOOL DISTRICT
June 20, 2019

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Don Lugo HS</u> (cont.)		
Performing Arts Boosters	Off Campus Candy Sale	9/23/19 - 10/1/19
Music Department	Off Campus Candy Apple Sale	10/14/19 - 10/22/19
Music Department	Conquistador Classic Entry Fees	11/2/19
Music Department	Nothing Bundt Cakes Sale	11/4/19 - 11/12/19
Performing Arts Boosters	Off Campus Popcorn Sale	12/2/19 - 12/13/19
Performing Arts Boosters	Dance Winter Show Refreshment Sale	12/11/19 - 12/12/19
Girls Basketball Team	Shawnae Harris Memorial Tournament	12/26/19 - 12/30/19
Music Department	Donation Drive	1/13/20 - 1/22/20
FFA	Off Campus Cookie Dough Sale	2/11/20 - 2/21/20
Band Boosters	Tahoe Joe Spirit Nights	3/1/20 - 3/11/20
FFA	Succulent Arrangements Sale	4/10/20
Band Boosters	Graduation Flower Leis Sale	5/4/20 - 5/18/20
Performing Arts Boosters	Dance Spring Show Refreshment Sale	5/13/20 - 5/15/20

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 20, 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

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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

CHINO VALLEY UNIFIED SCHOOL DISTRICT
June 20, 2019

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<u>H.O.P.E. Program</u>		
Paul Rodriguez	Cash	\$500.00
<u>Cortez ES</u>		
Edison International	Cash	\$100.00
<u>Dickson ES</u>		
Johnathan Vong	Four Student Bicycles	\$400.00
<u>Litel ES</u>		
Natalie Tuboly	Cash	\$60.00
<u>Briggs K-8</u>		
Briggs PFA	Cash	\$13,000.00
<u>Townsend JHS</u>		
Townsend PTSA	Cash	\$7,000.00
<u>Chino Hills HS</u>		
Drummond Family	2 Standing Mixers	\$500.00
<u>Don Lugo HS</u>		
Derwin Chu & Zoe Williams	Cash	\$100.00
Regal Packaging, Inc.	Cash	\$100.00

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

DATE: June 20, 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	-	-	\$ 159,790.41
Fagen Friedman & Fulfroost LLP	-	-	\$ 11,009.63
Margaret A. Chidester & Associates	March/April 2019	\$115,135.65	\$1,037,830.84
The Tao Firm	May 2019	\$ 875.00	\$ 41,032.50
	Total	\$116,010.65	\$1,249,663.38

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

RECOMMENDATION

It is recommended the Board of Education approve payment for legal services to the law offices of Margaret A. Chidester & Associates; and The Tao Firm.

FISCAL IMPACT

\$116,010.65 to the General Fund.

NE:SHC:LP:wc

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 20, 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: RESOLUTION 2018/2019-49 USE OF 2019/2020 EDUCATION PROTECTION ACCOUNT FUNDS

=====

BACKGROUND

Proposition 30 and Proposition 55 were approved by the voters in California on November 6, 2012, and November 8, 2016, respectively. Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012, through December 31, 2017. Proposition 55 added Article XIII, Section 36(e) to the California Constitution effective November 8, 2016, commencing on January 1, 2018.

Article XIII, Section 36(e) created in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f). Before June 30 of each year, the Superintendent or designee shall estimate the total amount of revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer in the Education Protection Account during the next fiscal year.

In accordance with Article XIII, Section 36, a public meeting must be held on how the Education Protection Account money will be spent. In compliance with Article XIII, Section 36(e) monies received from the Education Protection Account will be spent as identified in the attachment.

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2018/2019-49 Use of 2019/2020 Education Protection Account Funds.

FISCAL IMPACT

Education Protection Account Funds will be restricted to instruction purpose only.

2019-20
 Education Protection Account
 Program by Resource Report
 Expenditures by Function - Detail

Expenditures through: June 30, 2019
For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	39,596,137.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		39,596,137.00
EXPENDITURES AND OTHER FINANCING USES		
(Objects 1000-7999)		
Instruction	1000-1999	39,596,137.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		39,596,137.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

Chino Valley Unified School District
Resolution 2018/19-49
Use of 2019/2020 Education Protection Account Funds

WHEREAS, the voters approved Proposition 30 on November 6, 2012, and Proposition 55 on November 8, 2016;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012, (sun setting 12/31/17) and Proposition 55 Article XIII, Section 36(e) to the California Constitution effective November 8, 2016, (commencing 1/1/18);

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Superintendent or designee shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the Board of Education shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution; and

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, BE IT RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the Chino Valley Unified School District Board of Education.

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the Chino Valley Unified School District Board of Education has determined to spend the monies received from the Education Protection Act as attached.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 20th day of June 2019 at Chino, California.

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.

Norm Enfield, Ed.D., Superintendent
Secretary, Board of Education

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 20, 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: RESOLUTION 2018/2019-50 TRANSFERS OF APPROPRIATIONS
FOR 2019/2020**

=====

BACKGROUND

Pursuant to Education Code 42600 through 42602, school districts are required to approve a resolution for budget transfers and adjustments and file it with the San Bernardino County Superintendent of Schools each year.

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2018/2019-50 Transfers of Appropriations for 2019/2020.

FISCAL IMPACT

None.

NE:SHC:LP:wc

**Chino Valley Unified School District
Resolution 2018/2019-50
Transfers of Appropriations for 2019/2020**

WHEREAS, the Board of Education of the Chino Valley Unified School District has determined that during the fiscal year budget revisions become necessary to bring the budgeted revenues and expenditures in balance with actual receipts and expenses;

WHEREAS, by making these appropriation adjustments to actuals, the District will reflect a more realistic picture of actual spending patterns of funds; and

WHEREAS, the Board of Education of the Chino Valley Unified School District has determined that additional income is assured in excess of the amounts previously budgeted and the timely posting of adjustments will keep each account up to date with accurate uncommitted balances.

NOW, THEREFORE, BE IT RESOLVED pursuant to Education Code Sections 42600 through 42602, the Chino Valley Unified School District may appropriate any such funds, identify and make such transfers as needed throughout the 2019/2020 fiscal year.

BE IT FURTHER RESOLVED the Board of Education of the Chino Valley Unified School District authorizes staff to process the necessary transfers of appropriation to revise budget amounts during the course of the fiscal year to allow appropriation of excess funds, transfers between designated and/or un-appropriated fund balances and any expenditure classifications, or balance any expenditure classification of the budget.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 20th day of June 2019 at Chino, California.

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.

Norm Enfield, Ed.D., Superintendent
Secretary, Board of Education

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 20, 2019
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
SUBJECT: SIGNATURE AUTHORIZATIONS FOR CHINO VALLEY UNIFIED SCHOOL DISTRICT

=====

BACKGROUND

Signature authorization items are routinely brought to the Board for approval based on changes in the organization. Signature authorization allows employees and Board members to perform designated functions in the course of their assigned duties. Approval of the list authorizes designated employees and Board members specific signature authority.

This updated signature list removes signature authorization for Craig Frame, Director, Risk Management; adds signature authorization for Whitney Fields, Director, Risk Management; revises signature authorization for Richard Rideout, Assistant Superintendent, Human Resources; and Greg Stachura, Assistant Superintendent, Facilities, Planning and Operations.

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

RECOMMENDATION

It is recommended the Board of Education approve the signature authorizations for Chino Valley Unified School District.

FISCAL IMPACT

None.

NE:SHC:wc

**CHINO VALLEY UNIFIED SCHOOL DISTRICT
 AUTHORIZED SIGNATURE LIST
 June 20, 2019**

In accordance with provisions of legal codes for the State of California, the Board of Education of the Chino Valley Unified School District hereby delegates authority to sign documents on their behalf, subject to the conditions noted below.

No contract signed pursuant to this delegation shall be valid until such approval has been granted by the governing body of this school district. The duration of this delegation shall extend until revoked or amended.

DOCUMENTS	NAMES
Certificated Notice of Employment**	Norm Enfield Richard Rideout Frank Arce Isabel Brenes
Classified Notice of Employment**	Norm Enfield Richard Rideout Frank Arce Isabel Brenes
Notice of Intent Not to Re-Employ	Norm Enfield Richard Rideout Frank Arce Isabel Brenes
Notice of Employment – Youth Work Experience**	Norm Enfield Lea Fellows Grace Park Luke Hackney Julian Rodriguez
Temporary Teaching Credentials and Credential Applications	Norm Enfield Richard Rideout Frank Arce Isabel Brenes
Statements of Need	Norm Enfield Richard Rideout Frank Arce Isabel Brenes
Inter District and Intra District Attendance Agreements	Norm Enfield Sandra H. Chen Lea Fellows Grace Park Richard Rideout Stephanie Johnson
Claim of Plaintiff Statements	Norm Enfield Sandra H. Chen Richard Rideout Greg Stachura Whitney Fields*** Craig Frame

DOCUMENTS	NAMES
Small Claims Court Representatives**	Norm Enfield Sandra H. Chen Richard Rideout Frank Arce Isabel Brenes Whitney Fields*** Craig Frame
Forms/Report/Claims for Workers' Compensation Risk Management	Norm Enfield Sandra H. Chen Richard Rideout Frank Arce Isabel Brenes Whitney Fields*** Craig Frame
Payroll Orders	Norm Enfield Sandra H. Chen Liz Pensick Patti Newton
Payroll Connected District Orders	Norm Enfield Sandra H. Chen Liz Pensick Patti Newton
Custodian of Revolving Cash Fund for the General Fund*	Norm Enfield Sandra H. Chen (custodian) Liz Pensick Richard Rideout*** Greg Stachura*** Patti Newton
District Orders for Employee Mileage Reimbursement and Transportation Reports	Norm Enfield Sandra H. Chen Liz Pensick
Purchase Orders**	Norm Enfield Sandra H. Chen Lea Fellows Grace Park Richard Rideout Greg Stachura Anna G. Hamilton Liz Pensick Patti Newton
All Other Special Projects Applications and Report Documents	Norm Enfield Sandra H. Chen Lea Fellows Grace Park Richard Rideout Greg Stachura Beverly Beemer Liz Pensick

DOCUMENTS	NAMES
Special Projects Funding Applications, Funding Certifications	Norm Enfield Sandra H. Chen Lea Fellows Grace Park Greg Stachura Beverly Beemer
Miscellaneous Receipts Checking Account*	Norm Enfield Sandra H. Chen Liz Pensick Patti Newton
Forms, Reports, Checks for Nutrition Service Cafeteria Account*	Sandra H. Chen Liz Pensick Patti Newton Javier Quirarte
Briggs Fundamental Associated Student Body*	Norm Enfield Sandra H. Chen Lea Fellows Grace Park Liz Pensick Patti Newton
Buena Vista HS Associated Student Body*	Norm Enfield Sandra H. Chen Lea Fellows Grace Park Liz Pensick Patti Newton
Cal Aero Preserve Academy Associated Student Body*	Norm Enfield Sandra H. Chen Lea Fellows Grace Park Liz Pensick Patti Newton
Canyon Hills JHS Associated Student Body*	Norm Enfield Sandra H. Chen Lea Fellows Grace Park Liz Pensick Patti Newton
Magnolia JHS Associated Student Body*	Norm Enfield Sandra H. Chen Lea Fellows Grace Park Liz Pensick Patti Newton
Ramona JHS Associated Student Body*	Norm Enfield Sandra H. Chen Lea Fellows Grace Park Liz Pensick Patti Newton
Townsend JHS Associated Student Body*	Norm Enfield Sandra H. Chen Lea Fellows Grace Park Liz Pensick Patti Newton

DOCUMENTS	NAMES
Woodcrest JHS Associated Student Body*	Norm Enfield Sandra H. Chen Lea Fellows Grace Park Liz Pensick Patti Newton
Elementary Student Bodies*	Norm Enfield Sandra H. Chen Lea Fellows Grace Park Liz Pensick Patti Newton
Travel Advances	Norm Enfield Sandra H. Chen
Housing Construction Impact Reports	Norm Enfield Sandra H. Chen Greg Stachura Beverly Beemer
District Orders, Contracts and in Lieu of Transportation Payments**	Norm Enfield Sandra H. Chen Lea Fellows Grace Park Richard Rideout Greg Stachura Anna G. Hamilton Liz Pensick
Approval of the Release of Commercial Warrants as Payments to Vendors**	Norm Enfield Sandra H. Chen Greg Stachura Beverly Beemer Liz Pensick Patti Newton
Bank Documents	Sandra H. Chen Liz Pensick
Electronic Signature Key Authorization	Sandra H. Chen Anna G. Hamilton Liz Pensick Patti Newton
Budget and Expenditure Transfers or Adjustments**	Norm Enfield Sandra H. Chen Greg Stachura Beverly Beemer Liz Pensick
Necessary School Facilities Program Documents (State Allocation Board)	Norm Enfield Sandra H. Chen Greg Stachura Beverly Beemer
Certification of Board of Education Minutes	Norm Enfield James Na–(President) Andrew Cruz–(Clerk)

- * Requires more than one signature
- ** Requires separate Board action
- *** Name added

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 20, 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 18/19-16

=====

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 18/19-16.

FISCAL IMPACT

None.

NF:LF:SJ:ss

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: June 20, 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 CASES 18/19-31, 18/19-32, 18/19-33, and
18/19-35**

=====

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 cases 18/19-31, 18/19-32, 18/19-33, and 18/19-35.

FISCAL IMPACT

None.

NE:LF:SJ:ss

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: June 20, 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 TRIP

=====

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 trip for:

School-Sponsored Trip	Date	Fiscal Impact
Site: Chino HS Event: Yearbook - Balfour Yearbook Camp Place: Malibu, CA Chaperone: 5 students/2 chaperones	July 29-August 1, 2019	Cost: \$550.00 per student Funding Source: Balfour sponsorship

FISCAL IMPACT

None.

NE:LF:rtr

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: June 20, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
Sherri Johnson, Psy.D., Director, Health Services/Child Development

**SUBJECT: LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
CSPP-9420 AND THE ADOPTION OF RESOLUTION 2018/2019-53**

=====

BACKGROUND

The Local Agreement for Child Development Services represents the annual contract with the California Department of Education to provide state-subsidized general child care to low income families in the Chino Valley Unified School District. These services have been provided in the Chino Valley Unified School District since 1969.

The program award CSPP-9420 will provide the California state preschool program. This program is located at the Chino Children's Center.

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

RECOMMENDATION

It is recommended the Board of Education approve the Local Agreement for Child Development Services CSPP-9420 and the adoption of Resolution 2018/2019-53.

FISCAL IMPACT

\$298,078.00 for local agreement CSPP-9420.

NE:LF:SJ:rtr

Chino Valley Unified School District
RESOLUTION 2018/2019-53

This resolution must be adopted in order to certify the approval of the Board of Education of the Chino Valley Unified School District to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the personnel designated herein to sign contract documents for fiscal year 2019/2020.

RESOLUTION

BE IT RESOLVED that the Board of Education of Chino Valley Unified School District authorizes approval of the amendment for the local agreement number CSPP-9420 for fiscal year 2019/2020 and that the person(s) who are listed below are authorized to sign the transaction for the Board of Education.

NAME	TITLE	SIGNATURE
Norm Enfield, Ed.D.	Superintendent	
Lea Fellows	Assistant Superintendent	

PASSED AND ADOPTED this 20th day of June 2019 by the Board of Education of Chino Valley Unified School District of San Bernardino County, California.

I, Andrew Cruz, Clerk of the Board of Education of Chino Valley Unified School District, of San Bernardino County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

Andrew Cruz, Clerk

Date



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 19 - 20

DATE: July 01, 2019

CONTRACT NUMBER: CSPP-9420

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 36-6767-00-9

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: CHINO VALLEY UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 19-20, the GENERAL TERMS AND CONDITIONS* (GTC 04/2017), the STATE PRESCHOOL PROGRAM REQUIREMENTS*, and the FUNDING TERMS AND CONDITIONS* (FT&C), which are by this reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2019 through June 30, 2020. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount section of the FT&C, at a rate not to exceed \$48.28 per child day of full time enrollment and a Maximum Reimbursable Amount (MRA) of \$298,078.00.

Service Requirements

Minimum Child Days of Enrollment (CDE) Requirement 6,174.0

Minimum Days of Operation (MDO) Requirement 248

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an asterisk (*) can be viewed at https://www.cde.ca.gov/fg/aa/cd/ftc2019.asp

Table with columns for STATE OF CALIFORNIA and CONTRACTOR, including fields for signature, amount, program details, and dates.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
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DATE: June 20, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
Sherri Johnson, Psy.D., Director, Health Services/Child Development

**SUBJECT: LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
CCTR-9188 AND THE ADOPTION OF RESOLUTION 2018/2019-54**

=====

BACKGROUND

The Local Agreement for Child Development Services represents the annual contract with the California Department of Education to provide state-subsidized general child care to low income families in the Chino Valley Unified School District. These services have been provided in the Chino Valley Unified School District since 1969.

The program award CCTR-9188 will provide general child care and development services. These programs are located at the Buena Vista Infant/Toddler Center, Liberty Fun Club, and Newman Fun Club.

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

RECOMMENDATION

It is recommended the Board of Education approve the Local Agreement for Child Development Services CCTR-9188 and the adoption of Resolution 2018/2019-54.

FISCAL IMPACT

\$592,546.00 for local agreement CCTR-9188.

NE:LF:SJ:rtr

Chino Valley Unified School District
RESOLUTION 2018/2019-54

This resolution must be adopted in order to certify the approval of the Board of Education of the Chino Valley Unified School District to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the personnel designated herein to sign contract documents for fiscal year 2019/2020.

RESOLUTION

BE IT RESOLVED that the Board of Education of Chino Valley Unified School District authorizes approval of the amendment for the local agreement number CCTR-9188 for fiscal year 2019/2020 and that the person(s) who are listed below are authorized to sign the transaction for the Board of Education.

NAME	TITLE	SIGNATURE
Norm Enfield, Ed.D.	Superintendent	
Lea Fellows	Assistant Superintendent	

PASSED AND ADOPTED this 20th day of June 2019 by the Board of Education of Chino Valley Unified School District of San Bernardino County, California.

I, Andrew Cruz, Clerk of the Board of Education of Chino Valley Unified School District, of San Bernardino County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

Andrew Cruz, Clerk

Date



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 19 - 20

DATE: July 01, 2019

CONTRACT NUMBER: CCTR-9188

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 36-6767-00-9

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: CHINO VALLEY UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS*; and the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2019 through June 30, 2020. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$47.98 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$592,546.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 12,351.0
Minimum Days of Operation (MDO) Requirement 248

Any provision of this Agreement found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at https://www.cde.ca.gov/fg/aa/cd/ftc2019.asp

Table with columns for STATE OF CALIFORNIA and CONTRACTOR, including fields for signature, name, title, amount, program category, fund title, and dates.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 20, 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 THE FINANCIAL LITERACY COURSE

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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 item was presented to the Board on June 6, 2019, as information.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the revision of the Financial Literacy course.

FISCAL IMPACT

None.

NE:GP:JAR:lar

Chino Valley Unified School District

High School Course Description

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 Education Course:	No
10. Modeled after an UC-approved Course:	Yes
11. Repeatable for Credit:	No
12. Date of Board Approval:	06/15/2017
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 4 th 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

Chino Valley Unified School District

High School Course Description

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

Chino Valley Unified School District

High School Course Description

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

Chino Valley Unified School District

High School Course Description

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

Chino Valley Unified School District

High School Course Description

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 use 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

Chino Valley Unified School District

High School Course Description

- 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 one to 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 car's 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.

Chino Valley Unified School District

High School Course Description

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 convert 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 as 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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 20, 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: DESIGNATION OF CALIFORNIA INTERSCHOLASTIC
FEDERATION REPRESENTATIVES TO LEAGUE FOR 2019/2020**

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BACKGROUND

Each year, the California Interscholastic Federation (CIF) requires the Designation of CIF Representatives to League. It is a legal requirement that league representatives be designated and approved by the Board of Education.

Education Code 33353 gives the governing board of school districts specific authority to select their athletic league representatives. These representatives are responsible for voting on issues within the league that impact athletics.

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

RECOMMENDATION

It is recommended the Board of Education approve the Designation of California Interscholastic Federation Representatives to League for 2019/2020.

FISCAL IMPACT

None.

NE:GP:JAR:lar

2019-2020 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 28, 2019.**

Chino Valley Unified School District/Governing Board at its June 20, 2019 meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2019-2020 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES


NAME OF SCHOOL Ruben S. Ayala High School
NAME OF REPRESENTATIVE Warren Reed POSITION Athletic Director
ADDRESS 14255 Peyton Dr. CITY Chino Hills ZIP 91709
PHONE 909-627-3584 FAX 909-548-6002 E-MAIL warren_reed@chino.k12.ca.us

NAME OF SCHOOL Ruben S. Ayala High School
NAME OF REPRESENTATIVE Diana Yarboi POSITION Principal
ADDRESS 14255 Peyton Dr. CITY Chino Hills ZIP 91709
PHONE 909-627-3584 FAX 909-464-9239 E-MAIL Diana_yarboi@chino.k12.ca.us

NAME OF SCHOOL Chino High School
NAME OF REPRESENTATIVE Mike Hinkle POSITION Athletic Director
ADDRESS 5472 Park Place CITY Chino ZIP 91710
PHONE 909-627-7351 FAX 909-548-6004 E-MAIL mike_hinkle@chino.k12.ca.us

NAME OF SCHOOL Chino High School
NAME OF REPRESENTATIVE John Miller POSITION Principal
ADDRESS 5472 Park Place CITY Chino ZIP 91710
PHONE 909-627-7351 FAX 909-548-6004 E-MAIL john_miller@chino.k12.ca.us

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's Name Norm Enfield Signature 
Address 5130 Riverside Dr. City Chino Zip 91710
Phone 909-628-1201 Fax 909-703-6101

PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.

2019-2020 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 28, 2019.**

Chino Valley Unified School District/Governing Board at its June 20, 2019 meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2019-2020 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES


NAME OF SCHOOL Chino Hills High School
NAME OF REPRESENTATIVE Sam Sabbara POSITION Athletic Director
ADDRESS 16150 Pomona Rincon Rd. CITY Chino Hills ZIP 91709
PHONE 909-606-7540 FAX 909-548-6041 E-MAIL sam_sabbara@chino.k12.ca.us

NAME OF SCHOOL Chino Hills High School
NAME OF REPRESENTATIVE Randal Buoncristiani POSITION Principal
ADDRESS 16150 Pomona Rincon Rd. CITY Chino Hills ZIP 91709
PHONE 909-606-7540 FAX 909-548-6041 E-MAIL randal_buoncristiani@chino.k12.ca.us

NAME OF SCHOOL Don Lugo High School
NAME OF REPRESENTATIVE James Donoho POSITION Athletic Director
ADDRESS 13400 Pipeline Ave. CITY Chino ZIP 91710
PHONE 909-591-3902 FAX 909-548-6020 E-MAIL james_donoho@chino.k12.ca.us

NAME OF SCHOOL Don Lugo High School
NAME OF REPRESENTATIVE Kimberly Cabrera POSITION Principal
ADDRESS 13400 Pipeline Ave. CITY Chino ZIP 91710
PHONE 909-591-3902 FAX 909-548-6020 E-MAIL Kimberly_cabrera@chino.k12.ca.us

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's Name Norm Enfield Signature 
Address 5130 Riverside Dr. City Chino Zip 91710
Phone 909-628-1201 Fax 909-703-6101

**PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.**

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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

DATE: June 20, 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

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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

\$2,237,121.63 to all District funding sources.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: June 20, 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

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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-1920-004 Margaret A Chidester & Assoc. To provide legal services. Submitted by: Superintendent Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: Per rate sheet Funding source: General Fund
S-1920-006 CSBA Gamut Online. To provide online school Board policy service. Submitted by: Superintendent Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$5,625.00 Funding source: General Fund
S-1920-007 CSBA Membership. To provide annual California School Boards Association membership. Submitted by: Superintendent Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$19,267.00 Funding source: General Fund

BUSINESS SERVICES	FISCAL IMPACT
B-1920-005 American United Life Insurance Company. To provide group annuity contract. Submitted by: Business Services Duration of Agreement: July 1, 2019 - December 31, 2021	Contract amount: Per rate sheet Funding source: Various
B-1920-006 SchoolsFirst Plan Administration, LLC. To provide administration of employer's retirement plans that qualify under IRC sections 403(b) Plan. Submitted by: Business Services Duration of Agreement: July 1, 2019 - June 30, 2024	Contract amount: Per rate sheet Funding source: Various
B-1920-007 SchoolsFirst Plan Administration, LLC. To provide 457(b) plan administration and compliance. Submitted by: Business Services Duration of Agreement: July 1, 2019 - June 30, 2024	Contract amount: Per rate sheet Funding source: Various

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-1920-044 Coolspeak. The Youth Engagement Company. To provide a keynote speaker for the first day of school. Submitted by: Don Lugo HS Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$2,500.00 Funding source: Title I
CIIS-1920-054 Document Tracking Services, LLC. To provide 2019 license for School Accountability Report Card, Single Plan for Student Achievement, Local Control Accountability Plan, and Local Education Agency Plan templates. Submitted by: Access and Equity Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$13,850.00 Funding source: Title I
CIIS-1920-055 Communicaid Inc. To provide interpreters, translations, and American Sign Language services. Submitted by: Access and Equity Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: Per rate sheet Funding source: LCAP
CIIS-1920-056 Chino Hills Counseling. To provide counseling services for Buena Vista HS and CVLA students. Submitted by: Access and Equity Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$40,000.00 Funding source: Comprehensive Support and Improvement Funds

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
<p>CIIS-1920-057 Houghton Mifflin Harcourt. To provide Read 180 and Math 180 hosting services. Submitted by: Secondary Curriculum Duration of Agreement: July 1, 2019 - June 30, 2020</p>	<p>Contract amount: \$34,751.80 Funding source: LCAP</p>
<p>CIIS-1920-058 Ultra Fun Run, Inc. To provide assistance for the Fun Run. Submitted by: Cal Aero K-8 Duration of Agreement: July 1, 2019 - June 30, 2020</p>	<p>Contract amount: None Funding source: None</p>
<p>CIIS-1920-059 Fastbridge Learning. To provide one day onsite FAST Focus training. Submitted by: Elementary Curriculum and Instruction Duration of Agreement: July 1, 2019 - June 30, 2020</p>	<p>Contract amount: \$3,000.00 Funding source: LCAP</p>
<p>CIIS-1920-060 Fisher Technologies Inc. To provide a key note speaker for CHET Day 2020. Submitted by: Assessment and Instructional Technology Duration of Agreement: July 1, 2019 - June 30, 2020</p>	<p>Contract amount: \$4,000.00 Funding source: General Fund</p>
<p>CIIS-1920-061 Hoonuit. To provide outcome-based learning framework and on-demand library access. Submitted by: Assessment and Instructional Technology Duration of Agreement: July 1, 2019 - June 30, 2020</p>	<p>Contract amount: \$99.99 Funding source: General Fund</p>
<p>CIIS 1920-062 ESGI. To provide educational software license for guiding instruction for both transitional kindergarten and kindergarten students. Submitted by: Assessment and Instructional Technology Duration of Agreement: July 1, 2019 - June 30, 2020</p>	<p>Contract amount: \$10,625.00 Funding source: General Fund</p>
<p>CIIS 1920-063 Gobo. To provide a visual tool to help clarify LCAP to stakeholders in English and Spanish. Submitted by: Curriculum, Instruction, Innovation, and Support Duration of Agreement: July 1, 2019 - June 30, 2020</p>	<p>Contract amount: \$5,192.00 Funding source: LCAP</p>
<p>CIIS-1920-064 Zenith Rehabilitation. To provide speech language pathology. Submitted by: Special Education Duration of Agreement: July 1, 2019 - June 30, 2020</p>	<p>Contract amount: \$400,000.00 Funding source: Special Education</p>
<p>CIIS-1920-065 VNA Private Duty Care. To provide nurse services. Submitted by: Special Education Duration of Agreement: July 1, 2019 - June 30, 2020</p>	<p>Contract amount: \$100,000.00 Funding source: Special Education</p>
<p>CIIS-1920-066 Ukes Communication Services, Inc. To provide speech/language therapy services. Submitted by: Special Education Duration of Agreement: July 1, 2019 - June 30, 2020</p>	<p>Contract amount: \$400,000.00 Funding source: Special Education</p>
<p>CIIS-1920-067 Therapy Mantra, Inc. To provide speech/language therapy services. Submitted by: Special Education Duration of Agreement: July 1, 2019 - June 30, 2020</p>	<p>Contract amount: \$800,000.00 Funding source: Special Education</p>
<p>CIIS-1920-068 Staff Rehab. To provide nursing, speech pathology, occupational therapy, psychologist, BCBA, and translating services. Submitted by: Special Education Duration of Agreement: July 1, 2019 - June 30, 2020</p>	<p>Contract amount: \$275,000.00 Funding source: Special Education</p>

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-1920-069 Russo, Fleck and Associates. To provide occupational therapist services. Submitted by: Special Education Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$400,000.00 Funding source: Special Education
CIIS-1920-070 Pristine Rehab Care. To provide occupational therapist, and speech/language pathology. Submitted by: Special Education Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$600,000.00 Funding source: Special Education
CIIS-1920-071 Gomez & Associates, Inc. To provide interpreter, and translation services. Submitted by: Special Education Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$250,000.00 Funding source: Special Education
CIIS-1920-072 Pacific Coast Speech. To provide speech/language therapy services. Submitted by: Special Education Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$1,400,000.00 Funding source: Special Education
CIIS-1920-073 Extensive Therapy. To provide speech/language therapy services. Submitted by: Special Education Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$250,000.00 Funding source: Special Education
CIIS-1920-074 American Logistics Company, LLC. To provide student transportation. Submitted by: Special Education Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$42,000.00 Funding source: Special Education
CIIS-1920-075 Communicaid Inc. To provide interpreters, translation, and American Sign Language (ASL) services. Submitted by: Special Education Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$40,000.00 Funding source: Special Education
CIIS-1920-076 Beyond Words Speech-Language Pathology Service. To provide speech language pathology. Submitted by: Special Education Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$40,000.00 Funding source: Special Education
CIIS-1920-077 Speak Up. To provide speech/language therapy services. Submitted by: Special Education Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$10,000.00 Funding source: Special Education
CIIS-1920-078 JLJ Consulting. To provide mental health workshop. Submitted by: Special Education Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$1,500.00 Funding source: Special Education
CIIS-1920-079 City of Chino. To provide McKinney-Vento case management support services for identified homeless students/families. Submitted by: Health Services Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$75,000.00 Funding source: EHCY Grant
CIIS-1920-080 City of Chino. To provide case management support services for the HOPE family resource centers and Care Closet. Submitted by: Health Services Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$405,000.00 Funding source: LCAP

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
<p>CIIS-1920-081 Athena Software. To provide subscription renewal for Penelope case management software and support. Submitted by: Health Services Duration of Agreement: July 1, 2019 - June 30, 2020</p>	<p>Contract amount: Per rate sheet Funding source: Various</p>
<p>CIIS-1920-082 City of Chino. To provide nurturing, parenting classes and case management support. Submitted by: Health Services Duration of Agreement: July 1, 2019 - June 30, 2020</p>	<p>Contract amount: \$100,000.00 Funding source: First 5 San Bernardino Grant</p>
<p>CIIS-1920-083 City of Chino. To provide school-based counseling for CVUSD students. Submitted by: Health Services Duration of Agreement: July 1, 2019 - June 30, 2020</p>	<p>Contract amount: \$85,000.00 Funding source: LEA</p>
<p>CIIS-1920-084 City of Chino. To provide counseling services for homeless students and unaccompanied youth for the CARE program. Submitted by: Health Services Duration of Agreement: July 1, 2019 - June 30, 2020</p>	<p>Contract amount: \$20,000.00 Funding source: Title I</p>
<p>CIIS-1920-085 Studentnest Inc. dba Studentnest.com. To provide tutoring support services for HOPE referred students. Submitted by: Health Services Duration of Agreement: July 1, 2019 - June 30, 2020</p>	<p>Contract amount: \$25,000.00 Funding source: LCAP</p>
<p>CIIS-1920-086 HopSkipDrive, Inc. To provide transportation for homeless students, from residence to school and back. Submitted by: Health Services Duration of Agreement: July 1, 2019 - June 30, 2020</p>	<p>Contract amount: \$10,000.00 Funding source: Title I</p>
<p>CIIS-1920-087 Studentnest Inc. dba Studentnest.com. To provide tutoring support services to identified homeless students. Submitted by: Health Services Duration of Agreement: July 1, 2019 - June 30, 2020</p>	<p>Contract amount: \$75,000.00 Funding source: Various</p>
<p>CIIS-1920-089 Epocrates, Inc. To provide program written into our medical protocol signed by our consulting physician. Submitted by: Health Services Duration of Agreement: July 1, 2019 - June 30, 2020</p>	<p>Contract amount: \$299.99 Funding source: LCAP</p>
<p>CIIS-1920-090 American Academy of Pediatrics. To provide program written into our medical protocol signed by our consulting physician. Submitted by: Health Services Duration of Agreement: July 1, 2019 - June 30, 2020</p>	<p>Contract amount: \$670.00 Funding source: LCAP</p>
<p>CIIS-1920-091 City of Chino. To provide staffing for six (6) grant funded after school programs. Submitted by: Health Services Duration of Agreement: July 1, 2019 - June 30, 2020</p>	<p>Contract amount: \$510,960.00 Funding source: ASES Grant</p>
<p>CIIS-1920-092 Dr. Gale Gorke - Kids Kan, Inc. To provide staff development. Submitted by: Health Services Duration of Agreement: July 1, 2019 - June 30, 2020</p>	<p>Contract amount: \$1,000.00 Funding source: ASES Grant</p>

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-1920-093 ThomasKelly Software Associates LP. To provide computer software attendance tracking system. Submitted by: Health Services Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$5,800.00 Funding source: ASES Grant
CIIS-1920-094 GT Soft Inc. To provide EZ child track software to serve eight (8) school sites. Submitted by: Child Development Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$7,875.00 Funding source: Health Services/Child Development
CIIS-1920-095 Prevention Plus. To provide professional speaking presentations. Submitted by: Health Services Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$25,000.00 Funding source: TUPE Grant
CIIS-1920-096 Susanne Montgomery. To provide consultant/evaluation services. Submitted by: Health Services Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$25,000.00 Funding source: TUPE Grant
CIIS-1920-097 City of Chino. To provide contracted services for Model Smoking Prevention, Project Alert, Project Booster, Smokeless Saturday School, Smoking Cessation, and Tobacco Advocacy. Submitted by: Health Services Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$58,000.00 Funding source: TUPE Grant
CIIS-1920-098 LogMeIn USA, Inc. To provide virtual meeting provider. Submitted by: Alternative Education Center Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$4,176.00 Funding source: School Site Budget
CIIS-1920-099 imacs of South Florida Inc. dba imacs. To provide AP Computer Science Java Programming software licensing. Submitted by: Alternative Education Center Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$249.50 Funding source: School Site Budget
CIIS-1920-100 International Academy of Science. To provide Acellus student licenses for online based curriculum. Submitted by: Alternative Education Center Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$35,000.00 Funding source: School Site Budget
CIIS-1920-101 Connections Education LLC. To provide Gradpoint Student licenses for online based curriculum. Submitted by: Alternative Education Center Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$40,713.25 Funding source: School Site Budget

FACILITIES, PLANNING, AND OPERATIONS	FISCAL IMPACT
F-1819-061 IMEG Corp. To provide commissioning services for Briggs K-8 science lab. Submitted by: Purchasing Duration of Agreement: May 6, 2019 - September 30, 2020	Contract amount: \$12,800.00 Funding source: Building Fund 21
F-1920-002 Kleinfelder. To provide master contract for geotechnical services. Submitted by: Purchasing Duration of Agreement: July 1, 2019 - June 30, 2022	Contract amount: Per project authorization Funding source: Various

FACILITIES, PLANNING, AND OPERATIONS	FISCAL IMPACT
<p>F-1920-003 Dude Solutions, Inc. To provide online subscription for FSDirect, Maintenance Direct, and My School Dude. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: July 1, 2019 - June 30, 2020</p>	<p>Contract amount: \$26,521.19 Funding source: General Fund</p>
<p>F-1920-004 Superior Security Specialists, Inc. dba Superior Alarm Systems. To provide security alarm monitoring services for District warehouse. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: July 1, 2019 - June 30, 2020</p>	<p>Contract amount: \$480.00 Funding source: General Fund</p>
<p>F-1920-005 Time and Alarm Systems. To provide software and support for the keyless access system (Vanderbilt). Submitted by: Maintenance, Operations, and Construction Duration of Agreement: July 1, 2019 - June 30, 2020</p>	<p>Contract amount: Per rate sheet Funding source: General Fund</p>
<p>F-1920-006 AAA Container Sales and Rentals. To provide rentals and moving of storage containers. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: July 1, 2019 - June 30, 2020</p>	<p>Contract amount: Per rate sheet Funding source: General Fund</p>
<p>F-1920-007 William T Cass Jr. dba Bill's Hydroseed. To provide District-wide hydroseeding. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: July 1, 2019 - June 30, 2020</p>	<p>Contract amount: Per rate sheet Funding source: General Fund</p>
<p>F-1920-008 Blue Violet Networks. To provide assistance with programming and installation of District-wide phone system. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: July 1, 2019 - June 30, 2020</p>	<p>Contract amount: Per rate sheet Funding source: General Fund</p>
<p>F-1920-009 Rain Master Irrigation Systems. To provide central control irrigation system to control, monitor, and setup automatic weather-based irrigation scheduling. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: July 1, 2019 - June 30, 2020</p>	<p>Contract amount: Per rate sheet Funding source: General Fund</p>
<p>F-1920-010 Patriot Environmental Laboratory Services, Inc. To provide federal Asbestos Hazard Emergency Response Act (1987 AHERA) and three (3) year inspections along with asbestos testing. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: July 1, 2019 - June 30, 2020</p>	<p>Contract amount: Per rate sheet Funding source: Various</p>
<p>F-1920-011 Time & Alarm Systems. To provide fire alarm and security alarm monitoring services. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: July 1, 2019 - June 30, 2020</p>	<p>Contract amount: Per rate sheet Funding source: General Fund</p>
<p>F-1920-012 Class Leasing, LLC (Chaparral ES). To provide lease for one 24'x40' portable classroom building at Chaparral ES. Submitted by: Child Development Duration of Agreement: August 1, 2019 - July 31, 2024</p>	<p>Contract amount: Per rate sheet Funding source: County Preschool</p>
<p>F-1920-013 Class Leasing, LLC (Dickey ES). To provide lease for one 24'x40' portable classroom building at Dickey ES. Submitted by: Child Development Duration of Agreement: August 1, 2019 - July 31, 2024</p>	<p>Contract amount: Per rate sheet Funding source: County Preschool</p>

FACILITIES, PLANNING, AND OPERATIONS	FISCAL IMPACT
F-1920-014 Class Leasing, LLC (Dickson ES). To provide lease for one 24'x40' portable classroom building at Dickson ES. Submitted by: Child Development Duration of Agreement: August 1, 2019 - July 31, 2024	Contract amount: Per rate sheet Funding source: County Preschool
F-1920-015 Class Leasing, LLC (Walnut ES). To provide lease for one 24'x40' portable classroom building at Walnut ES. Submitted by: Child Development Duration of Agreement: August 1, 2019 - July 31, 2024	Contract amount: Per rate sheet Funding source: County Preschool
F-1920-016 Executive Elevator, Inc. To provide District-wide inspections and repairs to the wheelchair lifts and elevators. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: Per rate sheet Funding source: General Fund
F-1920-017 George & Elizabeth Gonzales. To provide weed and brush abatement services. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: Per rate sheet Funding source: General Fund

HUMAN RESOURCES	FISCAL IMPACT
HR-1920-001 Vargas Consulting Services and Training. To provide suicide prevention, intervention and postvention training. Submitted by: Risk Management Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$7,800.00 Funding source: LCAP
HR-1920-005 City of Chino. To provide school resource officers at Magnolia JHS, Ramona JHS, Buena Vista HS, and Don Lugo HS. Submitted by: Risk Management Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount \$811,638.00 Funding source: General Fund
HR-1920-006 Parker & Covert LLP. To provide general legal advice and services. Submitted by: Human Resources Duration of Agreement: July 1, 2019 - June 30, 2021	Contract amount: Per rate sheet Funding source: General Fund
HR-1920-007 Atkinson, Andelson, Loya, Ruud & Romo. To provide legal services. Submitted by: Human Resources Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: Per rate sheet Funding source: General Fund
HR-1920-008 Fagen, Friedman & Fulfrost LLP. To provide legal services. Submitted by: Human Resources Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: Per rate sheet Funding source: General Fund

SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS	FISCAL IMPACT
SBCSS 19/20 0400 San Bernardino County Superintendent of Schools Transportation. To provide transportation for District students served by county transportation. Submitted by: Business Services Duration of Agreement: June 17, 2019 - October 1, 2020	Contract amount: None Funding source: None

SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS	FISCAL IMPACT
SBCSS 19/20 0439 San Bernardino County Superintendent of Schools Courier Services. To provide District financial services' courier services. Submitted by: Business Services Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$19,062.20 Funding source: General Fund
SBCSS 19/20 0443 San Bernardino County Superintendent of Schools Medi-Cal Admin. Activities. To provide MAA program coordination. Submitted by: Health Services Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$32,386.00 Funding source: LEA

MASTER CONTRACTS	FISCAL IMPACT
MC-1920-004 Squeaky Clean Comedy. To provide comedy shows. Submitted by: Rolling Ridge ES Duration of Agreement: July 1, 2019 - June 30, 2022	Contract amount: Per rate sheet Funding source: ASB/USB/PFA/PTA/Boosters
MC-1920-005 Walsworth Publishing. To provide yearbook services. Submitted by: Briggs K-8 Duration of Agreement: July 1, 2019 - June 30, 2022	Contract amount: Per rate sheet Funding source: ASB/USB/PFA/PTA/Boosters
MC-1920-006 Sa Ha Le Lodge. To provide site rental. Submitted by: Chino HS Duration of Agreement: July 1, 2019 - June 30, 2022	Contract amount: Per rate sheet Funding source: ASB/USB/PFA/PTA/Boosters

APPROVED CONTRACT TO BE AMENDED	AMENDMENT
Resolution 2017/2018-87 DGS Participating Addendum 7-16-70-37Amendment 1 Awarded contractor: CDW Government LLC To provide: Software value added reseller. Submitted by: Purchasing Duration of Agreement: October 12, 2016 - April 7, 2019 Original Agreement Board Approved: June 28, 2018	Contract amount: Per rate sheet Contract extended via Amendment 2 The new term ends April 7, 2020 Funding Source: Various

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 20, 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

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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 20, 2019

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Desk (3 pcs.)			Health Services
Desk (2 pcs.)			Health Services
Storage Cabinets (4)			Health Services
Child's Table			Health Services
Child's Chairs (5)			Health Services
Guest Chairs (5)			Health Services
Monitors (2)	Dell		Health Services
Computer	Dell	70896557878	Health Services
Computer	Dell	38070031142	Health Services
Computer	Dell	7089471254	Health Services
Computer	Dell	3550397077	Health Services
Computer	Dell	7121792234	Health Services
Mice (7)	Dell		Health Services
Keyboards (4)	Dell		Health Services
Laptop	Dell	JW2MZ32	Health Services
Laptop	Dell	38944648478	Health Services
Laptop	Dell	38923941889	Health Services
Laptop	Dell	43095802574	Health Services
Laptop	Dell	10706944286	Health Services
Laptop	Dell	28775116550	Health Services
Computer	Dell	37774123202	Health Services
Projector	EPSON	EYM0390624K	Health Services
Shredder	Fellows		Health Services
Computer	Dell	115230V	Cattle ES
Computer	Dell	13TGLN1	Cattle ES
Computer	Dell	4H8JLN1	Cattle ES
Computer	Dell	4HCKLN1	Cattle ES
Computer	Dell	4P1HLN1	Cattle ES
Computer	Dell	139HLN1	Cattle ES
Computer	Dell	6B5ST52	Cattle ES
Computer	Dell	13bhln1	Cattle ES
Computer	Dell	211b4076	Cattle ES
Computer	Dell	21145799126	Cattle ES
Computer	Dell	4h36v12	Cattle ES
Computer	Dell	9742092950	Cattle ES
Computer	Dell	04g281	Cattle ES
Computer	Dell	13KGLN1	Cattle ES
Computer	Dell	13SHLN1	Cattle ES

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer	Dell	97436	Cattle ES
Computer	Dell	4K4KLN1	Cattle ES
Computer	Dell	4POHLN1	Cattle ES
Computer	Dell	2GC3KC1	Cattle ES
Computer	Dell	X1251822	Cattle ES
Computer	Dell	T314151K83	Cattle ES
Computer	Dell	T151K64	Cattle ES
Computer	Dell	151K7M	Cattle ES
Computer	Dell	151K85	Cattle ES
Computer	Dell	151K62	Cattle ES
Computer	Dell	151K61	Cattle ES
Computer	Dell	140KNN	Cattle ES
Computer	Dell	151K6F	Cattle ES
Computer	Dell	151K6C	Cattle ES
Computer	Dell	151K5P	Cattle ES
Computer	Dell	151K7V	Cattle ES
Modem	HP	T308-382PL2	Cortez ES
Modem	HP	T308-382LCG	Cortez ES
Monitor	Dell		Cortez ES
Monitor	Dell		Cortez ES
Monitor	Dell		Cortez ES
Monitor	Dell		Cortez ES
Modem	HP		Cortez ES
Monitor	Dell		Cortez ES
DLink			Cortez ES
Modem	HP	T308-382F4	Cortez ES
Monitor	Dell		Cortez ES
Modem	HP	T308-382LBX	Cortez ES
Keyboards (20)			Cortez ES
Monitor	Dell		Cortez ES
Monitor	Dell		Cortez ES
Monitor	Dell		Cortez ES
Monitor	Dell		Cortez ES
Bikes (2)	Workman		Cortez ES
Mice (10)			Cortez ES
Epson	Epson		Cortez ES
Epson	Epson		Cortez ES
Printer	Phaser		Cortez ES
Monitor	Dell		Cortez ES
Monitor	Dell		Cortez ES
Monitor	Dell		Cortez ES
Monitor	Dell		Cortez ES

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Modem	HP	T308-141PLY	Cortez ES
Modem	HP	T308-382LDQ	Cortez ES
Modem	HP	T308-141PL1	Cortez ES
Modem	HP	T308-382LC2	Cortez ES
Monitor	Dell		Cortez ES
Monitor	Dell		Cortez ES
Modem	HP	T308-382LCB	Cortez ES
Modem	HP	T308-382LC5	Cortez ES
Modem	HP	T308-382LC5	Cortez ES
Modem	HP	T308-382LC3	Cortez ES
Monitor	Dell		Cortez ES
Monitor	Dell		Cortez ES
Monitor	Dell		Cortez ES
Modem	HP	T308-141PKX	Cortez ES
Modem	HP	T308-141PKQ	Cortez ES
Modem	HP	T308-382LDX	Cortez ES
Monitor	Dell		Cortez ES
Modem	HP	T308-382LD1	Cortez ES
Modem	HP	T308-382LDC	Cortez ES
Monitor	Dell		Cortez ES
Monitor	Dell		Cortez ES
Modem	HP	T308-141PKN	Cortez ES
Monitor	Dell		Cortez ES
Monitor	Dell		Cortez ES
Modem	HP	T308-382LCD	Cortez ES
Monitor	Dell	T308-382LCD	Cortez ES
Modem	HP	T308-382LDO	Cortez ES
Monitor	Dell		Cortez ES
Monitor	Dell		Cortez ES
Monitors (29)	Dell		Country Springs ES
Computers (29)	Dell		Country Springs ES
Printer	Xerox		Country Springs ES
Keyboards (30)	Dell		Country Springs ES
Camcorder	Sony		Country Springs ES
Printer	HP		Country Springs ES
Headphones (19)	Telex		Country Springs ES
Laptop	Dell	C-0548/34169	Dickey ES
Laptop	Dell	C-0531/34127	Dickey ES
Laptop	Dell	C-0552/34131	Dickey ES
Laptop	Dell	C-0545/34128	Dickey ES
Computer	Dell	C-0140/34462	Dickey ES
Computer	Dell	C-0180\34502	Dickey ES

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer	Dell	33044	Dickey ES
Computer	Dell	33049	Dickey ES
Computer	Dell	137GLN1	Dickey ES
Computer	Dell	4JOHLN1	Dickey ES
Computer	Dell	136KLN1	Dickey ES
Computer	Dell	4JMGLN1	Dickey ES
Computer	Dell	C-0137/34459	Dickey ES
Computer	Dell	4HGLN1	Dickey ES
Computer	Dell	4HWGLN1	Dickey ES
Computer	Dell	136JLN1	Dickey ES
Computer	Dell	4JSHLN1	Dickey ES
Computer	Dell	138KLN1	Dickey ES
Computer	Dell	4NYHLN1	Dickey ES
Doc Camera	AverMedia	C-0146/35585	Dickey ES
Computer	Dell	C-0134/34456	Dickey ES
Computer	Dell	C-0135/34457	Dickey ES
Computer	Dell	137JLN1	Dickey ES
Computer	Dell	4POKLN1	Dickey ES
Computer	Dell	4NZGLN1	Dickey ES
Computer	Dell	131JLN1	Dickey ES
Computer	Dell	139JLN1	Dickey ES
Computer	Dell	4HXHLN1	Dickey ES
Computer	Dell	4NXHLN1	Dickey ES
Computer	Dell	138GLN1	Dickey ES
Computer	Dell	4H5HLN1	Dickey ES
Computer	Dell	4NSGLN1	Dickey ES
Computer	Dell	4NXGLN1	Dickey ES
Computer	Dell	BRJPWD1	Dickey ES
Computer	Dell	5PJPWD1	Dickey ES
Computer	Dell	51738	Dickey ES
Computer	Dell	13DGLN1	Dickey ES
Computer	Dell	4POJLN1	Dickey ES
Doc Camera		51674119010P	Dickey ES
Computer	Dell	134KLN1	Dickey ES
Computer	Dell	13DKLN1	Dickey ES
Computer	Dell	4HVHLN1	Dickey ES
Computer	Dell	4JSHLN1	Dickey ES
Computer	Dell	4NRGLN1	Dickey ES
Computer	Dell	1BLTGM1	Dickey ES
Computer	Dell	OJ5VWM	Dickey ES
Computer	Dell	13CJLN1	Dickey ES
Computer	Dell	4J1KLN1	Dickey ES

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer	Dell	132HLN1	Dickey ES
Computer	Dell	4J3JLN1	Dickey ES
Computer	Dell	B3FMTJ1	Dickey ES
Computer	Dell	J04VBK1	Dickey ES
Computer	Dell	C-0136-34458	Dickey ES
Computer	Dell	51741	Dickey ES
Computer	Dell	4HTGLN1	Dickey ES
Computer	Dell	4J3HLN1	Dickey ES
Computer	Dell	4NWGLN1	Dickey ES
Click Board	Polyvision	C-1123/35565	Dickey ES
Computer	Dell	4HRJLN1	Dickey ES
Computer	Dell	33789	Dickey ES
Computer	Dell	4HJGLN1	Dickey ES
Computer	Dell	4J6HLN1	Dickey ES
ENO Board	Polyvision	C-0543/34097	Dickey ES
Computer	Dell	33046	Dickey ES
Computer	Dell	33059	Dickey ES
Computer	Dell	C-0134/34456	Dickey ES
Computer	Dell	C-0142/34464	Dickey ES
Computer	Dell	C-0149/34471	Dickey ES
Computer	Dell	C-0150/34472	Dickey ES
Computer	Dell	C-0135/64457	Dickey ES
Computer	Dell	C-0183/34505	Dickey ES
Computer	Dell	C-0198/34520	Dickey ES
Computer	Dell	C-0184/34506	Dickey ES
Computer	Dell	C-0182/34504	Dickey ES
Computer	Dell	33055	Dickey ES
Computer	Dell	33058	Dickey ES
Computer	Dell	44847	Dickey ES
Computer	Dell	C-0197/34519	Dickey ES
Computer	Dell	C-0188/34510	Dickey ES
Computer	Dell	C-0185/34507	Dickey ES
Computer	Dell	C-0186/34508	Dickey ES
Computer	Dell	33047	Dickey ES
Computer	Dell	33050	Dickey ES
Computer	Dell	34503	Dickey ES
Computer	Dell	C-0194/34516	Dickey ES
Computer	Dell	C-0195/34517	Dickey ES
Computer	Dell	C-0196/34518	Dickey ES
Computer	Dell	44889	Dickey ES
Computer	Dell	64517	Dickey ES
Printer		C07425	Dickey ES

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer	Dell	J2FMTJ1	Dickey ES
Printer	HP		Dickey ES
Projector	Powerlite	29007	Dickey ES
Doc Cam	AverVision	31065	Dickey ES
Doc Cam	AverMedia	27661	Dickey ES
Doc Cam	AverMedia	27663	Dickey ES
Computer Chairs (5)			Dickey ES
Rolling Cabinets (2)			Dickey ES
Rolling Book Cart			Dickey ES
Office Chairs (3)			Dickey ES
Duplo Machine	31S-1		Dickey ES
TV	Quasar		Dickey ES
TV	Panasonic		Dickey ES
Copier	Copy Centre 123		Dickey ES
Fabric Chairs (4)			Dickey ES
Auto Scrubber			Dickey ES
Printer	Xerox		Dickey ES
Monitors (80)	Dell		Dickey ES
Keyboards (80)	Dell		Dickey ES
Copier	Cannon		Dickey ES
Cassette Recorder	Califone	GE970346	Hidden Trails ES
Notebook	Dell	33136	Hidden Trails ES
Large Desks (48)			Litel ES
Small Desks (30)			Litel ES
Large Tables (5)			Litel ES
Round Tables (2)			Litel ES
Cabinet			Litel ES
File Cabinets (8)			Litel ES
Bookshelves (5)			Litel ES
Blackboard			Litel ES
Chairs (34)			Litel ES
Rolling Cabinets (4)			Litel ES
Printer			Litel ES
Computers (36)			Litel ES
Monitors (10)			Litel ES
Table			Litel ES
Bookshelf Pieces			Litel ES
Computer	Dell	5BCPP01	Oak Ridge ES
Computer	Dell	8BCPP01	Oak Ridge ES
Computer	Dell	33807	Oak Ridge ES
Computer	Dell	44995	Oak Ridge ES
Computer	Dell	45009	Oak Ridge ES

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Printer	HP	MY6547R073	Oak Ridge ES
Printer	HP	MY6547R07N	Oak Ridge ES
Computer	Dell	45024	Oak Ridge ES
Computer	Dell	45008	Oak Ridge ES
Computer	Dell	44980	Oak Ridge ES
Computer	Dell	44978	Oak Ridge ES
Radio/CD Player	Califone	BL50024	Oak Ridge ES
Computer	Dell	44994	Oak Ridge ES
Computer	Dell	45003	Oak Ridge ES
Computer	Dell	44997	Oak Ridge ES
Computer	Dell	45026	Oak Ridge ES
Computer	Dell	45006	Oak Ridge ES
Computer	Dell	45055	Oak Ridge ES
Computer	Dell	44991	Oak Ridge ES
Computer	Dell	45056	Oak Ridge ES
Speaker	NXT Redcat	39813	Oak Ridge ES
Radio/CD Player	Califone	EL62492	Oak Ridge ES
Radio/CD Player	Califone	CL52981	Oak Ridge ES
Radio/CD Player	Califone	BL50033	Oak Ridge ES
Computer	Dell	45011	Oak Ridge ES
Computer	Dell	45007	Oak Ridge ES
Computer	Dell	45020	Oak Ridge ES
Computer	Dell	45025	Oak Ridge ES
Computer	Dell	45010	Oak Ridge ES
Computer	Dell	44988	Oak Ridge ES
Computer	Dell	45004	Oak Ridge ES
Computer	Dell	45018	Oak Ridge ES
Computer	Dell	44981	Oak Ridge ES
Computer	Dell	45054	Oak Ridge ES
Computer	Dell	45021	Oak Ridge ES
Computer	Dell	45023	Oak Ridge ES
Computer	Dell	44982	Oak Ridge ES
Computer	Dell	39724	Oak Ridge ES
Computer	Dell	29927	Oak Ridge ES
Printer	HP	VND3B33111	Oak Ridge ES
Computer	Dell	48165	Rhodes ES
Computer	Dell	T320-070VQ3	Rhodes ES
Computer	Dell	34956	Rhodes ES
Computer	Dell	48156	Rhodes ES
Computer	Dell	34963	Rhodes ES
Computer	Dell	T320-070VQ1	Rhodes ES
Computer	Dell	T3203320PK	Rhodes ES

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer	Dell	T320-270Y6T	Rhodes ES
Computer	Dell	T320-3320BQ7C	Rhodes ES
Computer	Dell	T320-070VQ2	Rhodes ES
Computer	Dell	T320-3320	Rhodes ES
Computer	Dell	39933	Rhodes ES
Computer	Dell	39934	Rhodes ES
Computer	Dell	39936	Rhodes ES
Computer	Dell	39935	Rhodes ES
Computer	Dell	39939	Rhodes ES
Computer	Dell	39938	Rhodes ES
Computer	Dell	39937	Rhodes ES
Computer	Dell	T320-141P5K	Rhodes ES
Computer	Dell	T320-141P5H	Rhodes ES
Computer	Dell	T320-0806Z0	Rhodes ES
Computer	Dell	T320-0806YQ	Rhodes ES
Computer	Dell	T320-332DIR	Rhodes ES
Printer	HP	CNB9T75302	Rhodes ES
Doc Camera	Epson	48443	Rhodes ES
Doc Camera	Epson	48439	Rhodes ES
Doc Camera	Epson	55375	Rhodes ES
Doc Camera	AverMedia	34267	Rhodes ES
Projector	Epson	X4YW8200023	Rhodes ES
Projector	Epson	32191	Rhodes ES
Computer	Optiplex	44102	Briggs K-8
Computer	Optiplex	44077	Briggs K-8
Computer	Optiplex	46453	Briggs K-8
Computer	Optiplex	43134	Briggs K-8
Computer	Optiplex	43132	Briggs K-8
Computer	Optiplex	44068	Briggs K-8
Computer	Optiplex	44076	Briggs K-8
Laptop	Dell	39723	Briggs K-8
Laptop	Dell	49848	Briggs K-8
Laptop	Dell	39601	Briggs K-8
Laptop	Dell	39609	Briggs K-8
Computer	Dell	4657	Briggs K-8
Computer	Dell	46460	Briggs K-8
Computer	Dell	40751	Briggs K-8
Computer	Dell	40747	Briggs K-8
Computer	Dell	42156	Briggs K-8
Computer	Dell	33788	Briggs K-8
Computer	Dell	42163	Briggs K-8
Computer	Dell	41024	Briggs K-8

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer	Dell	33802	Briggs K-8
Computer	Dell	38738	Briggs K-8
Computer	Dell	38729	Briggs K-8
Computer	Dell	38741	Briggs K-8
Computer	Dell	38737	Briggs K-8
Computer	Dell	22671	Briggs K-8
Computer	Dell	26902	Briggs K-8
Computer	Dell	22441	Briggs K-8
Computer	Dell	42164	Briggs K-8
Computer	Dell	42150	Briggs K-8
Computer	Dell	42154	Briggs K-8
Computer	Dell	42148	Briggs K-8
Computer	Dell	25604	Briggs K-8
Computer	Dell	25601	Briggs K-8
Computer	Dell	25612	Briggs K-8
Computer	Dell	42133	Briggs K-8
Computer	Dell	42129	Briggs K-8
Computer	Dell	44059	Briggs K-8
Computer	Dell	42151	Briggs K-8
Computer	Dell	42145	Briggs K-8
Computer	Dell	42131	Briggs K-8
Computer	Dell	42141	Briggs K-8
Computer	Dell	42138	Briggs K-8
Computer	Dell	42140	Briggs K-8
Computer	Dell	42135	Briggs K-8
Computer	Dell	42134	Briggs K-8
Computer	Dell	42128	Briggs K-8
Computer	Dell	42137	Briggs K-8
Computer	Dell	42132	Briggs K-8
Computer	Dell	42130	Briggs K-8
Computer	Dell	42139	Briggs K-8
Computer	Dell	38719	Briggs K-8
Computer	Dell	38720	Briggs K-8
Computer	Dell	38744	Briggs K-8
Computer	Dell	38740	Briggs K-8
Computer	Dell	38722	Briggs K-8
Computer	Dell	38776	Briggs K-8
Computer	Dell	38715	Briggs K-8
Computer	Dell	38721	Briggs K-8
Computer	Dell	38743	Briggs K-8
Computer	Dell	421-LAB16-09	Briggs K-8
Computer	Dell	38739	Briggs K-8

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer	Dell	38724	Briggs K-8
Computer	Dell	38723	Briggs K-8
Computer	Dell	38742	Briggs K-8
Computer	Dell	38771	Briggs K-8
Computer	Dell	38728	Briggs K-8
Computer	Dell	38725	Briggs K-8
Computer	Dell	38726	Briggs K-8
Computer	Dell	38710	Briggs K-8
Computer	Dell	38731	Briggs K-8
Computer	Dell	38730	Briggs K-8
Computer	Dell	39528	Briggs K-8
Computer	Dell	38709	Briggs K-8
Computer	Dell	38712	Briggs K-8
Computer	Dell	38713	Briggs K-8
Computer	Dell	38716	Briggs K-8
Computer	Dell	38714	Briggs K-8
Computer	Dell	38732	Briggs K-8
Computer	Dell	38733	Briggs K-8
Computer	Dell	38734	Briggs K-8
Computer	Dell	38736	Briggs K-8
Laptop	Dell	431-RM9-STU02	Briggs K-8
Laptop	Dell	47167	Briggs K-8
Computer	Mac	431-IMAC-28-01	Briggs K-8
Computer	Mac	25608	Briggs K-8
Computer	Mac	25576	Briggs K-8
Computer	Mac	25581	Briggs K-8
Tables (9)			Briggs K-8
Office Chairs (11)			Briggs K-8
Student Desk			Briggs K-8
Office Table			Briggs K-8
Student Chairs (50)			Briggs K-8
Wooden Chairs (4)			Briggs K-8
Computer Desks (10)			Briggs K-8
Freezer			Briggs K-8
Bookcase			Briggs K-8
Science Manipulatives			Briggs K-8
Desk/Cabinet Combo			Briggs K-8
Laptop	Macintosh	30810	Canyon Hills JHS
Laptop	Dell	36741	Canyon Hills JHS
Tower	Dell	25996	Canyon Hills JHS
Filing Cabinets (2)			Canyon Hills JHS
Smartboard/Whiteboard	Unifi 45		Canyon Hills JHS

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Smartboard Projector	Unifi 45		Canyon Hills JHS
CRT TV	Quasar	DOAA33631	Canyon Hills JHS
Printer	Xerox	389804	Canyon Hills JHS
Printer	Xerox	384157	Canyon Hills JHS
Printer	Xerox	HATO38716	Canyon Hills JHS
Document Camera	AverVision	38793	Canyon Hills JHS
Tower	Dell	33963	Canyon Hills JHS
Tower	Dell	25996	Canyon Hills JHS
Computer	Dell	33481	Townsend JHS

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 20, 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: RESOLUTIONS 2018/2019-51 AND 2018/2019-52 FOR AUTHORIZATION TO UTILIZE PIGGYBACK CONTRACTS

=====

BACKGROUND

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

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

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

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

Resolution	Contract	Contractor	Description	Term
2018/2019-51	Foundation for California Community Colleges RFP 18-001 CB-265-18	Krueger International Inc. (KI)	Facilities Fixtures and Furnishings Applications	10/1/2018-9/30/2021

Resolution	Contract	Contractor	Description	Term
2018/2019-52	Foundation for California Community Colleges RFP 18-002 CB-145-18	Krueger International Inc. (KI)	Facilities Fixtures and Furnishings Applications	10/1/2018-9/30/2021

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolutions 2018/2019-51 and 2018/2019-52 for authorization to utilize piggyback contracts.

FISCAL IMPACT

Unknown.

NE:GJS:AGH:pw

**Chino Valley Unified School District
Resolution 2018/2019-51
Authorization to Utilize the Foundation for California Community Colleges
RFP 18-001, CB-265-18 With Krueger International Inc. (KI)
to Purchase Facilities Fixtures and Furnishings Applications
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 facilities fixtures and furnishings applications for the District;

WHEREAS, Foundation for California Community Colleges currently has a piggyback contract, RFP 18-001, CB-265-18, in accordance with Public Contract Code 20118 with KI, 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 facilities fixtures and furnishings applications through the piggyback contract procured by the Foundation for California Community Colleges RFP 18-001, CB-265-18.

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 facilities fixtures and furnishings applications through the piggyback contract originally procured by the Foundation for California Community Colleges RFP 18-001, CB-265-18 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 facilities fixtures and furnishings applications in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Foundation for California Community Colleges RFP 18-001, CB-265-18.

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 October 1, 2018, for the term ending September 30, 2021.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 20th 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.

Norm Enfield, Ed.D., Superintendent
Secretary, Board of Education

**Chino Valley Unified School District
Resolution 2018/2019-52
Authorization to Utilize the Foundation for California Community Colleges
RFP 18-002, CB-145-18 With Krueger International Inc. (KI)
to Purchase Facilities Fixtures and Furnishings Applications
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 facilities fixtures and furnishing applications for the District;

WHEREAS, Foundation for California Community Colleges currently has a piggyback contract, RFP 18-002, CB-145-18, in accordance with Public Contract Code 20118 with KI, 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 facilities fixtures and furnishings applications through the piggyback contract procured by the Foundation for California Community Colleges RFP 18-002, CB-145-18.

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 facilities fixtures and furnishings applications through the piggyback contract originally procured by the Foundation for California Community Colleges RFP 18-002, CB-145-18 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 facilities fixtures and furnishings applications in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Foundation for California Community Colleges RFP 18-002, CB-145-18.

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 October 1, 2018, for the term ending September 30, 2021.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 20th 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.

Norm Enfield, Ed.D., Superintendent
Secretary, Board of Education

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 20, 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 18-19-30I,
WOODCREST JHS BEHAVIORAL INTERVENTION PROGRAM
INSTALLATION OF NEW SINGLE PLY ROOFING**

=====

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 April 4, 2019, the Board of Education awarded CUPCCAA Bid 18-19-30I, Woodcrest JHS Behavioral Intervention Program Installation of New Single Ply Roofing to Best Contracting Services. All contracted work was completed on May 17, 2019. Contract summary is provided below.

CUPCCAA Bid	Project Description	Contractor	Total Contract	Change Order	Total	5% Retention Amount	Funding Source
18-19-30I	Woodcrest JHS Behavioral Intervention Program Installation of New Single Ply Roofing	Best Contracting Services	\$99,848.00	N/A	\$99,848.00	\$4,992.40	01

Documentation indicating satisfactory completion and compliance with specifications and project requirements has been obtained from the following individuals: 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 18-19-30I, Woodcrest JHS Behavioral Intervention Program Installation of New Single Ply Roofing.

FISCAL IMPACT

\$99,848.00 to General Fund 01.

NE:GJS:MS:pw

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

DATE: June 20, 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

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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HIRED AT THE APPROPRIATE PLACEMENT ON THE CERTIFICATED MANAGEMENT SALARY SCHEDULE AND APPROPRIATE CREDENTIAL FOR THE 2019/2020 SCHOOL YEAR**CHANGE IN ASSIGNMENT FOR THE 2019/2020 SCHOOL YEAR**

ECKERSALL, Michele	From: Coordinator, Secondary Curriculum To: Assistant Principal – HS	Secondary Curriculum Don Lugo HS	07/01/2019
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RETIREMENT

EGGERT, Stephen (1 year of service)	Assistant Principal – HS	Ayala HS	07/01/2019
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RESIGNATION

SCOTT, Temple	Assistant Principal – HS	Don Lugo HS	06/14/2019
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HIRED AT THE APPROPRIATE PLACEMENT ON THE CERTIFICATED SALARY SCHEDULE AND APPROPRIATE CREDENTIAL FOR THE 2019/20120 SCHOOL YEAR

MARENCO, Sarah	Elementary Teacher	Litel ES	08/08/2019
LYND, Jessie	Elementary Teacher	Oak Ridge ES	08/06/2019
HARGROVE, Jennifer	Elementary Teacher	Rhodes ES	08/06/2019
SAUCEDO, Breanna	Elementary Teacher	Walnut ES	08/06/2019
GEGEN, Gretchen	Elementary Teacher	Cal Aero K-8	07/05/2019
SCHUSTER, Chet	Special Education Teacher	Ayala HS	08/06/2019
LANDEROS, Daniel	Special Education Teacher	Chino HS	08/06/2019
GIBO, Paige	Health Teacher	Chino Hills HS	08/06/2019
SMITH, Savannah	Special Education Teacher	Chino Hills HS	08/06/2019
YOON, Paul	Chemistry Teacher	Chino Hills HS	08/06/2019
PETTYGROVE, Luke	Elementary Music Teacher	Access & Equity	08/06/2019
NEUNER, Jeremy	Nurse Practitioner	Health Services	08/08/2019
HORIGAN, Raquel	SDC Teacher	Special Education	08/06/2019

RETIREMENT

SIMMONS, Marie (15 years of service)	Elementary Teacher	Glenmeade ES	06/01/2019
MATTIER, Adonna (30 years of service)	Elementary Teacher	Briggs K-8	06/01/2019
HARDMAN, Douglas (14 years of service)	Math Teacher	Chino Hills HS	07/01/2019
HOBBY, Bobbie (21 years of service)	School Nurse	Health Services	08/05/2019

CERTIFICATED PERSONNEL (cont.)

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

DOMER, Shay	Elementary Teacher	Cortez ES	05/28/2019
CROSMER, Allyson	Elementary Teacher	Dickey ES	06/30/2019
RUTHERFORD, Brittany	Elementary Teacher	Eagle Canyon ES	06/30/2019
HAMPTON, Joel	Math Teacher	Chino Hills HS	05/21/2019
STEPHENS, Fabio	English Teacher	Chino Hills HS	06/17/2019
RIDEOUT, Katasha	School Psychologist	Special Education	08/01/2019

LEAVE OF ABSENCE

LIPSEY, Janice	Secondary Teacher 100%	Buena Vista HS	08/09/2019 thru 06/29/2020
LOPEZ, Elizabeth	School Nurse 80%	Health Services	2019/2020
GREENHALGH, Pamela	Speech and Lang. Pathologist 5%	Special Education	2019/2020

APPOINTMENT – EXTRA DUTY

MENDIOLA, Mikayla (NBM)	Band (B)	Canyon Hills JHS	06/21/2019
IOSSIF, Italia	Boys Water Polo (B)	Ayala HS	06/21/2019
AVALOS, Richard (NBM)	Tennis (B)	Chino HS	06/21/2019
HUESER, Grayson (NBM)	Band (B)	Chino HS	06/21/2019
IVICEVIC, Taylor (NBM)	Girls Basketball (B)	Chino HS	06/21/2019
LIRA, Alex (NBM)	Cross Country (B)	Chino HS	06/21/2019
MATLOCK, Clifford (NBM)	Track & Field (B)	Chino HS	06/21/2019
BUTLER, Stephanie (NBM)	Girls Basketball (B)	Chino HS	06/21/2019
COTE, Thomas (NBM)	Wrestling (B)	Chino HS	06/21/2019
MARQUEZ, Ronald (NBM)	Football (B)	Chino Hills HS	06/21/2019
PROBST, Jonathan (NBM)	Band (B)	Chino Hills HS	06/21/2019
SCHNAKE, Joseph (NBM)	Volleyball (B)	Chino Hills HS	06/21/2019
TRANTOW, Ian (NBM)	Boys Soccer (B)	Chino Hills HS	06/21/2019
WINTON, Bryce (NBM)	Water Polo (B)	Chino Hills HS	06/21/2019
WINTON, Bryce (NBM)	Swim (B)	Chino Hills HS	06/21/2019
HOWING, John (NBM)	Football (B)	Don Lugo HS	06/21/2019
TELLEZ, Carolyn (NBM)	Dance (B)	Don Lugo HS	06/21/2019
VIZCAINO, Vincent (NBM)	Boys Water Polo (B)	Don Lugo HS	06/21/2019

APPOINTMENT – SUMMER SCHOOL TEACHERS

KILLINGER, Gregory	PE	Chino Hills HS	06/07/2019
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CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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**APPOINTMENT OF CERTIFICATED SUBSTITUTES EFFECTIVE JULY 1, 2019, THROUGH
JUNE 30, 2020**

AHMAD, Sadia	AREVALO, Jose	BANUELOS, Lesley
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**APPOINTMENT OF CERTIFICATED SUBSTITUTES EFFECTIVE JULY 1, 2019, THROUGH
JUNE 30, 2020** (cont.)

BHAKTA, Hemali	BRAVO Jr., Jorge	CAREW, Julianne
CASTILLO, Erica	CECIL, Timothy	CHAVEZ Jr., Agustin
CHOI, Kevin	COCKS, David	CUNNINGHAM, Carolyn
CUNNINGHAM, Gina	DE LA ROSA, Maria	DINSMOOR, Danielle
ECKERSALL, Amanda	ERTURK, Aydin	GISHWILLER, Thomas
GLAUE, Linda	GONZALEZ, Olivia	GOR, Anna
GUILLEN, Diane	HANNON, Mary	HARBAUGH, John
HARGROVE, Jennifer	HAYS, Kenneth	HOCHGURTEL, Faith
HOLLINS, Michael	HUYNH, Linh	IBARRA-LIMON, Susanna
IMLER, Michele	JOHN, Justin	KOBTI, Melissa
LARIOS, Fabiola	MACKESSY, Stephen	MARTINEZ, Stephanie
MILLER, Lucinda	MUNOZ, Elena	OCHOA, Daniella
PATTISON, Brent	PERSON, Tricia	QUINN, Ryan
RAMSEY, Brian	RANASINGHE, Kishor	RISDEN, John
ROY, Alex	RUETER, Jill	SAUCEDO, Breanna
SCHMIDT, Lydia	SMOUSE, John	SPRAGUE, Ciara
SURINA, Patrick	TILLET, Gordon	TUMMINELLI, August
WEINSTEIN, Amelia		

CLASSIFIED PERSONNEL

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

APPOINTMENT

PATUANO, Matthew	Security Person (GF)	Chino Hills HS	08/12/2019
ARECHIGA, Norma	Grant Program Support Spec. (C)	Health Services	08/12/2019
ALVAREZ, Monica	IA/Special Education/SH (SELPA/GF)	Special Education	08/12/2019

RESIGNATION

SAWYER, Danielle	IA/Childhood Ed (CDF)	Rolling Ridge FC	06/30/2019
DEL RIO, Salomon	Custodian I (GF)	Magnolia JHS	06/28/2019
CHILSTROM, Diana	WIA Employment Placement Specialist (GF)	Alternative Education	06/14/2019
CRONE, Aaron	IA/Elementary Physical Education (SELPA/GF)	Special Education	04/30/2019

RETIREMENT

NUNES, Frank (27 Years of Service)	Custodian II (GF)	Ayala HS	08/11/2019
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APPOINTMENT OF SHORT TERM EMPLOYEES EFFECTIVE APRIL 1, 2019, THROUGH JUNE 30, 2019

ORTEGA, Victoria	IA/Special Education/Collab.	Cal Aero K-8
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APPOINTMENT OF SHORT TERM EMPLOYEES EFFECTIVE JULY 1, 2019, THROUGH SEPTEMBER 30, 2019

ORTEGA, Victoria	IA/Special Education/Collab.	Cal Aero K-8
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APPOINTMENT OF CLASSIFIED SUBSTITUTES EFFECTIVE JULY 1, 2019, THROUGH JUNE 30, 2020

CATALAN, David	GERDINE, Frank	GRIEGO, Michael
HERRERA, Susana	MOHLMAN, Tyler	NEAL, Gloria
NEAL, Nicole	PALMER, Anne	ROCHA, Iris
SANCHEZ, Jennifer	VIZARRO, Janelle	WALSH, Lauren

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

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

DATE: June 20, 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: NEW JOB DESCRIPTION AND CREATION OF THE POSITION FOR
TRANSPORTATION TECHNICIAN**

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BACKGROUND

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

The Transportation Technician is necessary to provide direct support in the day to day organization of the Transportation Department's budget, bus pass program, timesheets and billings. This position will be hired in lieu of the Account Clerk II vacancy. This new job description more accurately reflects the duties expected of this position.

New language is provided in UPPER CASE.

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

RECOMMENDATION

It is recommended the Board of Education:

- a) Approve the new job description for Transportation Technician, and
- b) Authorize the creation of the position for Transportation Technician.

FISCAL IMPACT

An additional \$11,332.00 to the General Fund.

TRANSPORTATION TECHNICIAN

DEFINITION

UNDER GENERAL DIRECTION, SUPPORTS THE DIRECTOR OF TRANSPORTATION IN THE MANAGEMENT OF COMPLEX CLERICAL, ACCOUNTING, AND FISCAL RECORD KEEPING FUNCTIONS RELATED TO THE HOME-TO-SCHOOL AND EXTRA-CURRICULAR TRANSPORTATION PROGRAMS. THIS POSITION ALSO PROVIDES DIRECT SUPPORT IN THE DAY TO DAY ORGANIZATION OF THE DEPARTMENT'S BUDGET, BUS PASS PROGRAM, BUS DRIVERS' TIMESHEET PREPARATION, AND BILLINGS.

DISTINGUISHING CHARACTERISTICS

THIS IS A POSITION CHARACTERIZED BY THE RESPONSIBILITY TO ASSIST AND/OR INDEPENDENTLY COMPLETE TASKS RELATED TO THE TRANSPORTATION DEPARTMENT OF THE DISTRICT.

OCCUPATIONAL GROUP

CLASSIFIED (CLERICAL)

EXAMPLES OF DUTIES

(E) = ESSENTIAL FUNCTIONS

DUTIES MAY INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

1. SERVES AS A LIAISON TO THE PUBLIC ON THE TELEPHONE AND IN PERSON BY PROVIDING A WIDE VARIETY OF INFORMATION REGARDING DISTRICT POLICY; ASSESSES AND DEALS WITH OFFICE ISSUES THAT MAY ARISE IN DAILY OPERATIONS. **(E)**
2. ASSISTS THE DIRECTOR IN THE DEVELOPMENT OF DEPARTMENT AND VARIOUS PROGRAM BUDGETS; MONITORS DEPARTMENT EXPENDITURES; MAINTAINS RECORDS AND PROCESSES BUDGET RELATED PAPERWORK. **(E)**
3. PROCESSES ALL BUS PASS PURCHASES AND TRACKS THE COLLECTION OF FUNDS. **(E)**
4. PERFORMS RESPONSIBLE TASKS RELATED TO PREPARATION, BALANCING, RECONCILIATION AND MANAGEMENT OF ACCOUNTING RECORDS AND REPORTS. **(E)**

5. PROCESSES AND MONITORS DAILY AND MONTHLY BILLING AND SUBMITS TO THE APPROPRIATE DEPARTMENTS. **(E)**
6. PREPARES SPECIAL REPORTS AS DIRECTED BY DIRECTOR OF TRANSPORTATION. **(E)**
7. MONITORS AND PROCESSES TIME SHEETS AND ABSENCE REPORTS FOR ALL TRANSPORTATION EMPLOYEES. **(E)**
8. ARRANGES AND PROCESSES ALL PAPERWORK ASSOCIATED WITH REGISTRATION, PURCHASE REQUISITIONS, AND MAINTENANCE REQUESTS. **(E)**
9. CREATES AND UPDATES FLYERS, FORMS, AND PARENT HANDBOOKS FOR TRANSPORTATION. **(E)**
10. MONITORS TWO-WAY RADIO CONTACT WITH ALL DRIVERS. MAY MAINTAIN TWO-WAY RADIO CONTACT WITH ALL DRIVERS ON AN AS NEEDED BASIS.
11. PROVIDES VACATION AND TEMPORARY RELIEF AS REQUIRED.
12. PERFORMS OTHER RELATED DUTIES AS ASSIGNED.

MINIMUM REQUIREMENTS

GOOD KNOWLEDGE OF:

- ACCOUNTING AND BUSINESS PRINCIPLE AND BUDGETING;
- CORRECT ENGLISH USAGE, INCLUDING GRAMMAR, PUNCTUATION, AND SPELLING;
- THE RELATIONSHIPS OF ACCOUNTING PROCEDURES TO ELECTRONIC DATA PROCESSING SYSTEMS;
- METHODS AND PRACTICES OF BOOKKEEPING AND FINANCIAL RECORDKEEPING;
- METHODS USED IN DEVELOPING AND PREPARING FINANCIAL REPORTS;
- COMPUTER APPLICATIONS INCLUDING, BUT NOT LIMITED TO, MICROSOFT OFFICE PROFESSIONAL, WORD, EXCEL, AND ACCESS; AND
- PROPER OFFICE METHODS AND PRACTICES, INCLUDING TELEPHONE TECHNIQUES, EQUIPMENT USAGE, OPERATION OF CALCULATORS AND COMPUTERS, FILING SYSTEMS, LETTER WRITING.

ABILITY TO:

- WRITE AND USE ORAL COMMUNICATION SKILLS;
- PERFORM MORE COMPLEX ACCOUNTING FUNCTIONS WITHOUT IMMEDIATE SUPERVISION;
- PREPARE AND REVIEW FINANCIAL STATEMENTS AND RELATED SUMMARIES AND REPORTS;
- OPERATE COMPUTER AND OFFICE EQUIPMENT,
- TYPE AT A RATE OF 40 WORDS PER MINUTE FROM CLEAR COPY;
- OPERATE PERSONAL COMPUTER USING VARIOUS WORD PROCESSING, SPREADSHEET, AND DATABASE SOFTWARE;
- UNDERSTAND AND CARRY OUT ORAL AND WRITTEN DIRECTIONS; AND
- ESTABLISH AND MAINTAIN COOPERATIVE AND EFFECTIVE RELATIONSHIPS WITH THOSE CONTACTED DURING THE COURSE OF THE WORKING DAY.

EXPERIENCE

THREE YEARS OF INCREASINGLY RESPONSIBLE EXPERIENCE IN ACCOUNTING, FINANCE OR BUSINESS-RELATED POSITION WITHIN A PUBLIC SCHOOL DISTRICT OR COUNTY OFFICE OF EDUCATION OR COMPARABLE GOVERNMENT AGENCY MAY BE SUBSTITUTED FOR UP TO TWELVE (12) SEMESTER OR EIGHTEEN (18) QUARTER UNITS.

EDUCATION

EQUIVALENT TO THE COMPLETION OF TWELFTH GRADE. COMPLETION OF TWENTY-FOUR (24) SEMESTER OR THIRTY-SIX (36) QUARTER UNITS OF COLLEGE COURSE WORK IN ACCOUNTING, BUSINESS, OR FINANCE.

WORKING CONDITIONS

- COMPLEX OFFICE ENVIRONMENT;
- DEMANDING TIMELINES;
- SUBJECT TO FREQUENT INTERRUPTIONS AND EXTENSIVE CONTACT WITH STAFF AND PUBLIC; AND
- MAY DRIVE TO A VARIETY OF LOCATIONS TO CONDUCT WORK.
- HEAVY TELEPHONE AND COMPUTER USAGE, ETC.;

PHYSICAL ABILITIES

- BENDING AT THE WAIST, KNEELING OR CROUCHING, AND REACHING TO RETRIEVE AND MAINTAIN FILES AND RECORDS;
- REACHING OVERHEAD, ABOVE THE SHOULDERS AND HORIZONTALLY; DEXTERITY OF HANDS AND FINGERS TO OPERATE STANDARD OFFICE

EQUIPMENT, COMPUTER KEYBOARD, AND OTHER EQUIPMENT TO COMPLETE THE REQUIRED DUTIES;

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

HAZARDS

- EXTENDED VIEWING OF COMPUTER MONITOR; AND
- MAY BE EXPOSED TO CONTACT WITH HOSTILE OR ABUSIVE INDIVIDUALS.

BOARD APPROVED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 20, 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: STUDENT TEACHING AGREEMENT WITH CONCORDIA
UNIVERSITY-PORTLAND**

=====

BACKGROUND

Student teachers provide a high quality of learning, support, and practical classroom experience for professionals in training. The Chino Valley Unified School District has an opportunity to establish a student teaching agreement with Concordia University-Portland.

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

RECOMMENDATION

It is recommended the Board of Education approve the student teaching agreement with Concordia University-Portland.

FISCAL IMPACT

None.

NE:RR:FA:IB:mcm



Memorandum of Understanding as to the Online Master of Arts in Teaching

This Memorandum of Understanding (“MOU”) is entered into as of _____, by and between Chino Valley Unified School District (“District”), with its principal office located at _____ and Concordia University – Portland (“Concordia”), with its principal office located at 2811 NE Holman Street, Portland, Oregon 97211.

In order to create a new pool of qualified teachers for District, the District and Concordia (the “Parties”) agree to the following:

(A) Concordia University agrees to:

- (i) Require that all students who enter a fieldwork site must provide the University with a current and clear copy of a background check, which includes any information within the State of California or a Certificate of Clearance through the California Commission on Teacher Credentialing (CTC), and evidence of TB clearance within 4 years. Students will be prohibited to move forward until this documentation is received.
- (ii) Provide mentor teachers with stipends for their work on both Practicum and Student Teaching, with the combined amount of such stipends to be a minimum of \$350 per teacher.
- (iii) In accordance with the recent requirement by the CCTC that cooperating teachers/mentor teachers receive at least 10 hours of CT training, University will provide such training to employees of the District who serve as cooperating teachers for Concordia University's Online Master of Arts in Teaching program (the “Program”).
- (iv) Concordia University will maintain in full force and effect, at its sole expense, the following minimum insurance coverage with a 30-day written notice of intent to cancel, non renew, or material change in coverage and upon request, shall provide a certificate of insurance, evidencing such coverage. Chino Valley Unified School District to be named as “Additional Insured.”
 - a. General Liability in the amount of \$1,000,000 per occurrence and \$1,000,000 general aggregate for Bodily Injury, Personal and Advertising Injury and Property Damage, with the Universities insurance to be primary and non-contributor.
 - b. \$1,000,000 Errors and Omissions or Professional Liability.
 - c. Worker’s Compensation/Employer’s Liability indicate “statutory” limits. Employer’s Liability, \$1,000,000.



d. Sexual Abuse or Molestation Injury in the amount of \$3,000,000.

Neither party shall be responsible for personal injury or property damage or loss, except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. The District will provide participating students with immediate first aid for work-related injuries or illnesses.

(v) Provide other items as described in addendums to this MOU.

(B) District agrees to:

District agrees to the following terms. District will:

(i) Provide clinical placements to Program candidates (both an 8-week practicum and a 12-week student teaching opportunity) working with the same mentor teacher for both experiences. The District will make every good faith effort to fulfill all student teaching placements requested. No more than 10 Concordia University students will be placed simultaneously at one clinical or practicum site.

(ii) Administer surveys (provided by Concordia) and provide to Concordia survey results from cooperating teachers, building administrators, and central administration regarding their experiences with the candidates enrolled in the Program, the practicums, and student teaching.

(iii) Provide a letter to support State of Oregon Teacher Standards and Practices Commission proposal for online program modality approval. (Template to be provided by Concordia.)

(iv) Provide mentor teachers from District who have credentials that match the targeted credential of the candidate (Multiple Subject or Elementary), and mentor teachers must have at least three years of successful teaching experience.

(v) District will provide physical space (free of charge) for students to meet informally.

(vi) District will provide other items as described in any addendums to this MOU.



Term:

This MOU goes into effect beginning on June 21, 2019, and will continue through and including June 30, 2024. This MOU will terminate on July 1, 2024, unless the term is extended by the Parties in writing.

District

Concordia University, Portland

Name (Print): _____

Name (Print): Bobi L. Swan

Title: _____

Title: Chief Enrollment Officer

Signature: _____

Signature: _____

Date: _____

Date: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 20, 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: PARTNERSHIP PROGRAM ADDENDUM WITH CONCORDIA UNIVERSITY-PORTLAND

=====

BACKGROUND

The Chino Valley Unified School District Board of Education approved a Partnership Program agreement with Concordia University-Portland on January 17, 2019. Concordia University-Portland wishes to amend the current agreement to add additional funds to the scholarship package.

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

RECOMMENDATION

It is recommended the Board of Education approve the Partnership Program addendum with Concordia University-Portland.

FISCAL IMPACT

None.

NE:RR:FA:IB:mcm



ADDENDUM

This addendum (“Addendum”) is to the Memorandum of Understanding between Concordia University – Portland and the Chino Valley Unified School District dated January 18, 2019 (the “MOU”). This Addendum is dated and effective as of _____.
Capitalized terms in this Addendum are as defined in the MOU.

To the list of Concordia grants and scholarships in the MOU, add:

- Qualified applicants meeting all admissions criteria and enrolling in Concordia University's Online Master of Arts in Teaching program will receive up to \$5000.00 in scholarships and free required textbooks.

District

Concordia University, Portland

Name (Print): _____

Name (Print): Bobi L. Swan

Title: _____

Title: Chief Enrollment Officer

Signature: _____

Signature: _____

Date: _____

Date: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

Chino Valley Unified School District

Our Motto:

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

DATE: June 20, 2019
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
Sherri Johnson, Psy.D., Director, Health Services/Child Development
SUBJECT: REVISION OF BOARD POLICY AND ADMINISTRATIVE REGULATION 5141.52 STUDENTS – SUICIDE PREVENTION

=====

BACKGROUND

Board policies, administrative regulations, and bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current practice. Board Policy and Administrative Regulation 5141.52 Students – Suicide Prevention are being revised to reflect new law (AB 2639) which requires boards of districts that service grades 7-12 to review the district’s suicide prevention policy at least every five years and update it as necessary. Administrative regulation updated to reflect new law (SB 972) which requires districts that issue student identification cards to print specified suicide prevention hotline numbers on the cards effective July 1, 2019.

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

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

RECOMMENDATION

It is recommended the Board of Education receive for information the revision of Board Policy and Administrative Regulation 5141.52 Students – Suicide Prevention.

FISCAL IMPACT

None.

NE:LF:SJ:rtr

SUICIDE PREVENTION

The Board of Education recognizes that suicide is a ~~major~~ LEADING cause of death among youth and that ~~should be taken seriously~~ SCHOOL PERSONNEL WHO REGULARLY INTERACT WITH STUDENTS ARE OFTEN IN A POSITION TO RECOGNIZE THE WARNING SIGNS OF SUICIDE AND TO OFFER APPROPRIATE REFERRAL AND/OR ASSISTANCE. In ~~order~~ AN EFFORT to ~~attempt to~~ reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

In developing measures and strategies for use by the District, the Superintendent or designee may consult with school health professionals, school counselors, school psychologists, administrators, other staff, parents/guardians, students, SUICIDE PREVENTION EXPERTS, local health agencies, mental health professionals, and community organizations.

(cf. 1220 - Citizen Advisory Committees)

(cf. 1400 - Relations between Other Governmental Agencies and the Schools)

Such measures and strategies shall include, but are not limited to:

1. Staff development on suicide awareness and prevention for teachers, school counselors, and other District employees who interact with students in the secondary grades

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

2. INSTRUCTION TO STUDENTS IN PROBLEM-SOLVING AND COPING SKILLS TO PROMOTE STUDENTS' MENTAL, EMOTIONAL, AND SOCIAL HEALTH AND WELL-BEING

(cf. 6142.8 - Health Education)

- 2-3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and is characterized by caring staff and harmonious interrelationships among students

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

SUICIDE PREVENTION (cont.)

- 3-4. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions
- 4-5. Crisis intervention procedures for addressing suicide threats or attempts
- 5-6. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth. (Education Code 215)

THE BOARD SHALL REVIEW, AND UPDATE AS NECESSARY, THIS POLICY AT LEAST EVERY FIVE YEARS. (Education Code 215)

Legal Reference:

EDUCATION CODE

215 Student Suicide Prevention Policies
32280-32289 Comprehensive Safety Plan
49060-49079 Student records
49602 Confidentiality of student information
49604 Suicide prevention training for school counselors

GOVERNMENT CODE

810-996.6 Government Claims Act

PENAL CODE

11164-11174.3 Child Abuse and Neglect Reporting Act

WELFARE AND INSTITUTIONS CODE

5698 Emotionally disturbed youth; legislative intent
5850-5883 Mental Health Services Act

COURT DECISIONS

Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools, Kindergarten through Grade Twelve, 2008
Health Framework for California Public Schools, Kindergarten through Grade Twelve, 2003

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009

NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS

Preventing Suicide, Guidelines for Administrators and Crisis Teams, 2015

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS

Preventing Suicide, A Toolkit for High Schools, 2012

National Strategy for Suicide Prevention: Goals and Objectives for Action, 2012

WEBSITES

American Association of Suicidology: www.suicidology.org

SUICIDE PREVENTION (cont.)

American Foundation for Suicide Prevention: www.afsp.org

American Psychological Association: www.apa.org

American School Counselor Association: www.schoolcounselor.org

California Department of Education, Mental Health: www.cde.ca.gov/ls/cg/mh

California Department of Health Care Services, Suicide Prevention Program:

www.dhcs.ca.gov/services.MH/Pages/SuicidePrevention.aspx

Centers for Disease Control and Prevention, Mental Health: www.cdc.gov/mentalhealth

National Institute for Mental Health: www.nimh.nih.gov

National Institute for Mental Health: www.nimh.nih.gov

U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services

Administration: www.samhsa.gov

Chino Valley Unified School District

Policy Adopted: August 12, 1999

Revised: March 17, 2011

Revised: September 7, 2017

REVISED:

SUICIDE PREVENTION

STUDENT IDENTIFICATION CARDS FOR PUPILS GRADES 7 TO 12 SHALL INCLUDE THE NATIONAL SUICIDE PREVENTION LIFELINE TELEPHONE NUMBER AND MAY ALSO INCLUDE THE CRISIS TEXT LINE AND/OR A LOCAL SUICIDE PREVENTION HOTLINE TELEPHONE NUMBER. (Education Code 215.5)

STAFF DEVELOPMENT

Suicide prevention training shall be provided to teachers, counselors, and other District employees who interact with students at the secondary level. The training shall be offered under the direction of a District counselor/psychologist or in cooperation with one or more community mental health agencies.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Materials for training shall include how to identify appropriate mental health services at the school site and within the community, and when and how to refer youth and their families to those services. (Education Code 215)

Staff development shall include information related to the following topics:

1. The higher risk of suicide among certain groups, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth
2. INDIVIDUAL RISK FACTORS SUCH AS PREVIOUS SUICIDE ATTEMPT(S) OR SELF-HARM, HISTORY OF DEPRESSION OR MENTAL ILLNESS, FAMILY HISTORY OF SUICIDE OR VIOLENCE, FEELINGS OF ISOLATION, INTERPERSONAL CONFLICTS, A RECENT SEVERE STRESSOR OR LOSS, FAMILY INSTABILITY, IMPULSIVITY, AND OTHER FACTORS

(cf. 5131.6 - Alcohol and Other Drugs)

- 2-3. Warning signs that may indicate depression, emotional distress, or suicidal intentions, such as changes in students' personality or behavior and verbalizations of hopelessness or suicidal intent
- 3-4. Protective factors that may help to decrease a ~~person~~STUDENT's suicide risk, such as resiliency, problem-solving ability, access to mental health care, and positive connections to family, peers, school, and community

SUICIDE PREVENTION (cont.)

5. INSTRUCTIONAL STRATEGIES FOR PROMOTING MENTAL AND EMOTIONAL HEALTH

4.6. School and community resources and services, including resources and services that meet the specific needs of high-risk groups

(cf. 5141.6 - School Health Services)
(cf. 6164.2 - Guidance/Counseling Services)

7. APPROPRIATE WAYS TO INTERACT WITH A STUDENT WHO IS DEMONSTRATING EMOTIONAL DISTRESS OR IS SUICIDAL AND PROCEDURES FOR INTERVENING WHEN A STUDENT ATTEMPTS, THREATENS, OR DISCLOSES THE DESIRE TO DIE BY SUICIDE, INCLUDING, BUT NOT LIMITED TO, APPROPRIATE PROTOCOLS FOR MONITORING THE STUDENT WHILE THE IMMEDIATE REFERRAL OF THE STUDENT TO MEDICAL OR MENTAL HEALTH SERVICES IS BEING PROCESSED

5.8. District procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide

Instruction

At appropriate secondary grades, the District's suicide prevention instruction shall be designed to help students:

1. Identify and analyze signs of depression and self-destructive behaviors and understand how feelings of depression, loss, isolation, inadequacy, and anxiety can lead to thoughts of suicide
2. Develop coping and resiliency skills and self-esteem
3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent
4. Identify trusted adults, school resources, and/or community crisis intervention resources where youth can get help and recognize that there is no stigma associated with seeking services for mental health, substance abuse, and/or suicide prevention

(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5141.6 - School Health Services)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6164.2 - Guidance/Counseling Services)

SUICIDE PREVENTION (cont.)**Intervention**

Students shall be encouraged to notify a teacher, principal, counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

Every statement regarding suicidal intent shall be taken seriously. Whenever a staff member suspects or has knowledge of a student's suicidal intentions based on the student's verbalizations or act of self-harm, ~~he/she~~ THE STAFF MEMBER shall promptly notify the principal or school counselor, WHO SHALL IMPLEMENT DISTRICT INTERVENTION PROTOCOLS AS APPROPRIATE.

ALTHOUGH ANY PERSONAL INFORMATION THAT A STUDENT DISCLOSES TO A SCHOOL COUNSELOR SHALL GENERALLY NOT BE REVEALED, RELEASED, REFERENCED, OR DISCUSSED WITH THIRD PARTIES, THE COUNSELOR MAY REPORT TO THE PRINCIPAL OR STUDENT'S PARENTS/GUARDIANS WHEN THERE IS REASONABLE CAUSE TO BELIEVE THAT DISCLOSURE IS NECESSARY TO AVERT A CLEAR AND PRESENT DANGER TO THE HEALTH, SAFETY, OR WELFARE OF THE STUDENT OR OTHERS WITHIN THE SCHOOL COMMUNITY. IN ADDITION, THE COUNSELOR MAY DISCLOSE INFORMATION OF A PERSONAL NATURE TO PSYCHOTHERAPISTS, OTHER HEALTH CARE PROVIDERS, OR THE SCHOOL NURSE FOR THE SOLE PURPOSE OF REFERRING THE STUDENT FOR TREATMENT. (Education Code 49602)

(cf. 5141 - Health Care and Emergencies)

~~A s~~School employeeS shall act only within the authorization and scope of ~~his/her~~ THEIR credential or license. An employee is not authorized to diagnose or treat mental illness unless ~~he/she~~ is specifically licensed and employed to do so. (Education Code 215)

When a suicide attempt or threat is reported, the principal or designee shall ensure student safety by taking the following actions, ~~as appropriate~~:

1. Immediately securing medical treatment and/or mental health services as necessary
2. Notifying law enforcement and/or other emergency assistance if a suicidal act is being actively threatened
- ~~3. Contact parents/guardians~~
- ~~4. Contact on-site trained staff member to conduct the threat assessment and complete threat assessment protocol documentation~~

SUICIDE PREVENTION (cont.)

- 5.3. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene
4. REMOVING OTHER STUDENTS FROM THE IMMEDIATE AREA AS SOON AS POSSIBLE

(cf. 0450 - Comprehensive Safety Plan)
(cf. 5141 - Health Care and Emergencies)

The principal or designee shall document the incident in writing, including the steps that the school took in response to the suicide attempt or threat.

(cf. 5125 - Student Records)

For any student returning to school after a mental health crisis, the principal or designee and/or school counselor may meet with the parents/guardians and, if appropriate, with the student to discuss re-entry and appropriate next steps to ensure the student's readiness for return to school AND DETERMINE THE NEED FOR ONGOING SUPPORT.

Postvention

The Superintendent or designee shall implement procedures to address students' and staff's grief and to minimize the risk of imitative suicide or suicide contagion. ~~He/she~~ THE SUPERINTENDENT OR DESIGNEE shall provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. School staff may receive assistance from school counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

Any response to media inquiries shall be handled by the District-designated spokesperson who shall not divulge information. The District's response shall not sensationalize suicide and shall focus on the District's postvention plan and available resources.

(cf. 1112- Media Relations)

Chino Valley Unified School District
Regulation Approved: August 12, 1999
Revised: March 3, 2011
Revised: August 17, 2017
REVISED:

Chino Valley Unified School District

Our Motto:

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

DATE: June 20, 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: REVISION OF BOARD POLICY AND ADMINISTRATIVE REGULATION 5144 STUDENTS – DISCIPLINE

=====

BACKGROUND

Board policies, administrative regulations, and bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current practice. Board Policy and Administrative Regulation 5144 Students – Discipline are being updated to reflect new law (AB 2657) which prohibits seclusion and behavioral restraint of students as a means of discipline, and to encourage staff development regarding equitable implementation of discipline.

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

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

RECOMMENDATION

It is recommended the Board of Education receive for information the revision of Board Policy and Administrative Regulation 5144 Students – Discipline.

FISCAL IMPACT

None.

NE:LF:SJ:rtr

DISCIPLINE

The Board of Education ~~desires~~ IS COMMITTED to provide~~ING~~ a safe, supportive, and positive school environment WHICH IS conducive to student learning and ACHIEVEMENT AND DESIRES to prepare students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, PROVISION OF APPROPRIATE INTERVENTION AND SUPPORT, and parent/GUARDIAN involvement can minimize the need for discipline~~ARY MEASURES THAT EXCLUDE STUDENTS FROM INSTRUCTION AS A MEANS FOR CORRECTING STUDENT MISBEHAVIOR.~~

(cf. 5113.1 - Chronic Absence and Truancy)
 (cf. 5131 - Conduct)
 (cf. 5131.1 - Bus Conduct)
 (cf. 5131.2 - Bullying)
 (cf. 5137 - Positive School Climate)
 (cf. 5145.9 - Hate-Motivated Behavior)
 (cf. 6020 - Parent Involvement)

The Superintendent or designee shall ~~approve, for each school, a complement of~~ DEVELOP effective, age-appropriate strategies for MAINTAINING A POSITIVE SCHOOL CLIMATE AND correcting student MISbehavior AT DISTRICT SCHOOLS. Such THE strategies may SHALL include, ~~but are not limited to, conferences with FOCUS ON PROVIDING students and their parents/guardians WITH NEEDED SUPPORTS; use of study COMMUNICATING CLEAR, guidance APPROPRIATE, or other intervention-related teams AND CONSISTENT EXPECTATIONS AND CONSEQUENCES FOR STUDENT CONDUCT; enrollment in a program teaching prosocial behavior or anger management; and participation in a restorative justice program.~~ Staff shall use preventative measures ENSURING EQUITY and positive conflict resolution techniques whenever possible CONTINUOUS IMPROVEMENT IN THE IMPLEMENTATION OF DISTRICT DISCIPLINE POLICIES AND PRACTICES.

(cf. 6164.2 - Guidance/Counseling Services)

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as DETENTION, suspension, and expulsion, shall be imposed only when required OR PERMITTED by law ~~and~~ OR when other means of correction have BEEN DOCUMENTED TO HAVE failed. (Education Code 48900.5)

(cf. 5020 - Parent Rights and Responsibilities)
 (cf. 5144.1 - Suspension and Expulsion/Due Process)
 (cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
 (cf. 6159.4 - Behavioral Interventions for Special Education Students)
 (cf. 6164.5 - Student Success Teams)

~~Board policies and regulations shall outline acceptable student conduct and provide the basis for sound disciplinary practices.~~

DISCIPLINE (cont.)

SCHOOL PERSONNEL AND VOLUNTEERS SHALL NOT ALLOW ANY DISCIPLINARY ACTION TAKEN AGAINST A STUDENT TO RESULT IN THE DENIAL OR DELAY OF A SCHOOL MEAL. (Education Code 49557.5)

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3551 - Food Service Operations/Cafeteria Fund)
(cf. 3553 - Free and Reduced Price Meals)

The administrative staff at each school may develop disciplinary rules to meet the school's particular needs CONSISTENT WITH LAW, BOARD POLICY, AND DISTRICT REGULATIONS. ~~However, the rules shall be consistent with law, board policy, and district regulations.~~ The board may review, ~~at an open meeting,~~ the approved school discipline rules for consistency with Board policy and state law. (Education Code 35291.5)

(cf. 0450 - Comprehensive Safety Plan)
(cf. 9320 - Meetings and Notices)

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, WELL-BEING, and opportunity to learn.

Persistently disruptive students may be assigned to alternative programs or removed from school in accordance with law, board policy, and administrative regulation.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3515 - Campus Security)
(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 4158/4258/4358 - Employee Security)
(cf. 5136 - Gangs)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 6159.4 - Behavioral Interventions for Special Education Students)
(cf. 6164.5 - Student Success Teams)
(cf. 6182 - Opportunity School/Class/Program)
(cf. 6184 - Continuation Education)
(cf. 6185 - Community Day School)

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the District's nondiscrimination policies.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

DISCIPLINE (cont.)

The Superintendent or designee shall provide professional development as necessary to assist staff in developing ~~consistent classroom management~~ THE skills NEEDED TO, ~~implementing~~ EFFECTIVELY AND EQUITABLY IMPLEMENT THE disciplinary techniques STRATEGIES ADOPTED FOR DISTRICT SCHOOLS, INCLUDING, BUT NOT LIMITED TO, KNOWLEDGE OF SCHOOL and CLASSROOM MANAGEMENT SKILLS AND THEIR CONSISTENT APPLICATION, EFFECTIVE ACCOUNTABILITY AND POSITIVE INTERVENTION TECHNIQUES, AND THE TOOLS ~~establishing~~ TO FORM STRONG, cooperative relationships with parents/guardians.

(cf. 4131 - Staff Development)

(cf. 4132 - Staff Development)

(cf. 4133 - Staff Development)

DISTRICT GOALS FOR IMPROVING SCHOOL CLIMATE, BASED ON SUSPENSION AND EXPULSION RATES, SURVEYS OF STUDENTS, STAFF, AND PARENTS/GUARDIANS REGARDING THEIR SENSE OF SCHOOL SAFETY, AND OTHER LOCAL MEASURES, SHALL BE INCLUDED IN THE DISTRICT'S LOCAL CONTROL AND ACCOUNTABILITY PLAN, AS REQUIRED BY LAW.

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3100 - Budget)

At the beginning of every school year, the Superintendent or designee shall report to the Board regarding disciplinary strategies used in ~~each~~ DISTRICT schools in the immediately preceding school year and their effect on student learning ~~in the school~~.

Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student. (Education Code 49001)

However, corporal punishment does not include any pain or discomfort suffered by a student as a result of his/her voluntary participation in an athletic or other recreational competition or activity. In addition, an employee's use of force that is reasonable and necessary to protect himself/herself, students, staff, or other persons, to prevent damage to property, or to obtain possession of weapons or other dangerous objects within the control of the student is not corporal punishment. (Education Code 49001)

(cf. 4158/4258/4358 - Employee Security)

(cf. 5131.7 - Weapons and Dangerous Instruments)

(cf. 6145.2 - Athletic Competition)

DISCIPLINE (cont.)**Behavior Code for Senior Activities**

It is the intent of the Board that students be aware of district policy regarding behavior by any member (or guest) of the senior class. Restitution for damages caused by any type of vandalism will be required.

During the second semester of a school year any senior student who commits or participates in the commission of any act enumerated in the District Behavior Code, Education Code SECTIONS 233, 48900 (a)-(r), 48900, 48900.2, 48900.3, 48900.4, 48900.7, 48915(a) and/or 48915(c) while going to or coming from school, WHILE AT A SCHOOL, or a school-sponsored activity, or during the lunch period, shall be subject to the following consequences:

1. Exclusion from the activity and turned over to the appropriate authority;
2. Suspension or expulsion from school; and/OR
3. Exclusion from future activities.
 - a. First violation: Exclusion from school activities, with the exception of the graduation ceremony, for the remainder of the school year. These activities include but are not limited to:
 - (1) junior/senior prom;
 - (2) senior field trip;
 - (3) senior week; and
 - (4) baccalaureate; AND
 - (5) GRAD NIGHT.
 - b. Second violation: Exclusion from the graduation ceremony.

Any violation occurring during senior week will result in the removal of the student from the graduation ceremony and the remaining senior activities that week. An attempt shall be made by the principal or designee to notify the parent(s)/guardian(s) of such violations immediately. Appropriate disciplinary action shall be taken on the school day immediately following the activity if the incident occurred during nonschool hours.

Any senior student's guest who commits or participates in the commission of an act enumerated in the District Behavior Code, Education Code SECTIONS 233, 48900 (a)-(r), 48900(t), 48900.2, 48900.3, 48900.4, 48900.7, 48915(a) and/or 48915(c) while

DISCIPLINE (cont.)

attending a school activity will be removed from the activity and turned over to parents/guardians and/or the police.

All senior students and their parent(s)/guardian(s) shall be required to sign the "Notification of Behavior Regulations for Senior Activities." In the event the student and the parent(s)/guardian(s) of the student refuse to sign the "Notification of Behavior Regulations for Senior Activities" form within ~~40~~ TEN school days of the beginning of the second semester, the student will be excluded from all senior activities until such time as the document is signed.

Discipline at Other Grade Levels

A student at any grade level who commits or participates in the commission of an act enumerated in the District Behavior Code, Education Code SECTIONS 233, 48900 (a)-(r), 48900 (t), 48900.2, 48900.3, 48900.4, 48900.7, 48915(a) and/or 48915(c) may, in addition to the penalties enumerated in Education Code, be excluded from school activities if the principal or designee determines that:

1. This action is the most effective way to bring about improved behavior;
2. Other ~~methods~~ MEANS of correction ARE NOT FEASIBLE AND have REPEATEDLY failed to bring about improved behavior; and
3. The student's participation in the activity presents a danger to himself/herself or others.

Notice to Parents/Guardians and Students

The principal of each school shall ensure that students and parents/guardians are notified in writing of all Board policies, administrative regulations and individual school rules related to discipline at the beginning of each school year. Transfer students and their parents/guardians shall be so advised upon enrollment.

The notice shall state that these rules and regulations are available on request at the principal's office in all district schools.

(cf. 5145.6 - Notifications Required by Law)

Legal Reference:**EDUCATION CODE**

32280-32288 School safety plans

35146 Closed sessions

35291 Rules

35291.5-35291.7 School-adopted discipline rules

37223 Weekend classes

44807.5 Restriction from recess

48900-48926 Suspension and expulsion

DISCIPLINE (cont.)

48980-48985 Notification of parent/guardian
49330-49335 Injurious objects
49550-49562 Meals for needy students
52060-52077 Local control and accountability plan

CIVIL CODE

1714.1 Parental liability for child's misconduct

CODE OF REGULATIONS, TITLE 5

307 Participation in school activities until departure of bus

353 Detention after school

UNITED STATES CODE, TITLE 42

1751-1769j School Lunch Program

1773 School Breakfast Program

Management Resources:

CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

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

CALIFORNIA DEPARTMENT OF EDUCATION PROGRAM ADVISORIES

Classroom Management: A California Resource Guide for Teachers and Administrators of Elementary and Secondary Schools, 2000

STATE BOARD OF EDUCATION POLICIES

01-02 School Safety, Discipline, and Attendance, March 2001

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014

WEBSITES

California School Boards Association: www.csba.org

California Department of Education: www.cde.ca.gov

Public Counsel: www.fixschooldiscipline.org

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

Chino Valley Unified School District

Policy adopted: January 23, 1997

Revised: February 3, 2000

Revised: September 20, 2001

Revised: September 4, 2003

Revised: February 19, 2009

Revised: March 21, 2013

REVISED:

DISCIPLINE

Site-Level Rules

SITE-LEVEL RULES SHALL BE CONSISTENT WITH STATE LAW AND BOARD POLICIES AND ADMINISTRATIVE REGULATIONS. In developing site-level disciplinary rules, the principal or designee shall solicit the participation, views, and advice of one representative selected by each of the following groups: (Education Code 35291.5)

1. Parents/guardians
2. Teachers
3. School administrators
4. School security personnel, if any
5. For junior high and high schools, students enrolled in the school

Each school shall file a copy of the rules with the Superintendent or designee.

Each school shall review its site-level discipline rules at least every four years.

SCHOOL RULES SHALL BE COMMUNICATED TO STUDENTS CLEARLY AND IN AN AGE-APPROPRIATE MANNER.

It shall be the duty of each employee of the school to enforce the school rules on student discipline. (Education Code 35291.5)

Disciplinary Strategies

To the extent possible, staff shall use disciplinary strategies that keep students in school and participating in the instructional program. EXCEPT WHEN STUDENTS' PRESENCE CAUSES A DANGER TO THEMSELVES OR OTHERS OR THEY COMMIT A SINGLE ACT OF A GRAVE NATURE OR AN OFFENSE FOR WHICH SUSPENSION OR EXPULSION IS RECOMMENDED BY LAW, SUSPENSION OR EXPULSION SHALL BE USED ONLY WHEN OTHER MEANS OF CORRECTION HAVE FAILED TO BRING ABOUT PROPER CONDUCT. Disciplinary strategies may include, but are not limited to:

1. Discussion or conference between school staff and the student and his/her parents/guardians

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6020 - Parent Involvement)

DISCIPLINE (cont.)

2. Referral of the student to the school counselor or other school support service personnel for case management and counseling

(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 6164.2 - Guidance/Counseling Services)

3. Convening of a study TEAM, guidance TEAM, resource panel, or other intervention-related team to assess the behavior and develop and implement an individual plan to address the behavior in partnership with the student and his/her parents/guardians

(cf.6164.5 - Student Success Team)

4. When applicable, referral for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an Individualized Education Program or a Section 504 plan

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

5. Enrollment in a program for teaching prosocial behavior or anger management

6. Participation in a restorative justice program

7. A positive behavior support approach with tiered interventions that occur during the school day on campus

8. PARTICIPATION IN A SOCIAL AND EMOTIONAL LEARNING PROGRAM THAT TEACHES STUDENTS THE ABILITY TO UNDERSTAND AND MANAGE EMOTIONS, DEVELOP CARING AND CONCERN FOR OTHERS, MAKE RESPONSIBLE DECISIONS, ESTABLISH POSITIVE RELATIONSHIPS, AND HANDLE CHALLENGING SITUATIONS CAPABLY

- ~~8~~-9. After-school programs that address specific behavioral issues or expose students to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups

(cf. 5148.2 - Before/After School Programs)

- ~~9~~-10. Recess restriction as provided in the section below entitled "Recess Restriction"

- ~~10~~-11. Detention after school hours as provided in the section below entitled "Detention After School"

- ~~11~~-12. Community service as provided in the section below entitled "Community Service"

DISCIPLINE (cont.)

~~12-13.~~ In accordance with Board policy and administrative regulation, restriction or disqualification from participation in extracurricular activities

(cf. 6145 - Extracurricular/Cocurricular Activities)

~~13-14.~~ Reassignment to an alternative educational environment

(cf. 6158 - Independent Study)
(cf. 6181 - Alternative Schools)
(cf. 6184 - Continuation Education)
(cf. 6185 - Community Day School)

14-15. Suspension and expulsion in accordance with law, Board policy, and administrative regulation

(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

WHEN, BY LAW OR DISTRICT POLICY, OTHER MEANS OF CORRECTION ARE REQUIRED TO BE IMPLEMENTED BEFORE A STUDENT COULD BE SUSPENDED OR EXPELLED, ANY OTHER MEANS OF CORRECTION IMPLEMENTED SHALL BE DOCUMENTED AND RETAINED IN THE STUDENT'S RECORDS. (Education Code 48900.5)

Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student.

Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student. (Education Code 49001)

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff, or other persons or to prevent damage to district property or to obtain possession of weapons or other dangerous objects within the control of the student. (Education Code 49001)

(cf. 4158/4258/4358 - Employee Security)
(cf. 5131.7 - Weapons and Dangerous Objects)

Examples of Permitted Actions (Not Corporal Punishment)

1. Stopping a student from fighting with another student
2. Preventing a student from committing an act of vandalism
3. Defending oneself from physical injury or assault by a student

DISCIPLINE (cont.)

4. Forcing a student to give up a weapon or dangerous object
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility or physical skills
6. Engaging in group calisthenics, team drills, military maneuvers or other physical education or voluntary recreational activities

Examples of Prohibited Actions (Corporal Punishment)

1. Hitting, shoving, pushing or physically restraining a student as a means of control (except actions allowed by Education Code 49001(a))
2. Making unruly students do pushups, run laps or perform other physical acts that cause pain or discomfort
3. Paddling, swatting, slapping, grabbing, pinching, kicking or otherwise causing physical pain

Recess Restriction

A ~~teacher~~S may restrict a student's recess time only when ~~he/she~~ THEY believes that this action is the most effective way to bring about improved behavior. When recess restriction ~~may~~ involves the withholding of physical activity from a student, ~~the~~ teacherS shall try other disciplinary measures before imposing the restriction. Recess restriction shall be subject to the following conditions:

1. The student shall be given adequate time to use the restroom and get a drink or eat lunch, as appropriate
2. The student shall remain under a certificated employee's supervision during the period of restriction
3. THE STUDENT'S ~~teachers~~ shall inform the principal of any recess restrictions ~~they~~ imposed

(cf. 5030 - Student Wellness)

(cf. 6142.7 - Physical Education and Activity)

Detention after School

Students may be detained for disciplinary reasons FOR up to one hour after the close of the maximum school day. (5 CCR 353)

DISCIPLINE (cont.)

If a student will miss his/her school bus on account of being detained after school, or if the student is not transported by school bus, the principal or designee shall notify parents/guardians of the detention at least one day in advance so that alternative transportation arrangements may be made. The student shall not be detained unless the principal or designee notifies the parent/guardian.

In cases where the school bus departs more than one hour after the end of the school day, students may be detained until the bus departs. (5 CCR 307, 353)

THE STUDENT SHALL NOT BE DETAINED UNLESS THE PRINCIPAL OR DESIGNEE NOTIFIES THE PARENT/GUARDIAN.

Students shall remain under the supervision of a certificated employee during the period of detention.

Students may be offered the choice of serving their detention on Saturday rather than after school.

(cf. 6176 - Weekend/Saturday Classes)

Community Service

As part of or instead of disciplinary action, the Board, Superintendent, principal, or principal's designee may, ~~at his/her discretion,~~ require a student to perform community service during nonschool hours on school grounds, or with written permission of the student's parent/guardian, off school grounds. Such service may include, but is not limited to, community or school outdoor beautification; COMMUNITY OR campus betterment; and teacher, peer, or youth assistance programs. (Education Code 48900.6)

This community service option is not available for a student who has been suspended, pending expulsion, pursuant to Education Code 48915. However, if the recommended expulsion is not implemented or the expulsion itself is suspended, then a student may be required to perform community service for the resulting suspension. (Education Code 48900.6)

Behavior Code for Senior Activities

The following regulations have been established pursuant to Board Policy 5144 – Behavior Code for Senior Activities.

Any time during the second semester of a school year any senior student who commits or participates in the commission of any act enumerated in the district behavior code, Education Code SECTIONS 233, 48900 (a)-(r), 48900(t), 48900.2, 48900.3, 48900.4, 48900.7, 48915(A) and/or 48915(c) while going to or coming from school, WHILE AT

DISCIPLINE (cont.)

SCHOOL, or a school-sponsored activity, or during the lunch period, shall in addition to the penalties enumerated in Education Code, be subject to the following consequences:

1. Exclusion from the activity and turned over to the appropriate authority;
2. Suspension or expulsion from the school; AND/OR
3. Exclusion from ~~school~~ FUTURE activities for the remainder of the school year.

For seniors, these activities include, but are not limited to:

1. Junior/senior prom;
2. Senior field trip;
3. Senior week;
4. Baccalaureate;
5. GRAD NIGHT; AND
- 5-6. Graduation ceremony.

For the first (1st) violation the student will be excluded from all activities, except the graduation ceremony, for the remainder of the school year. For the second (2nd) violation the student will be excluded from the graduation ceremony.

An attempt shall be made by the principal or designee to notify the parent(s)/guardian(s) of such a ~~student~~ VIOLATIONS immediately. Appropriate disciplinary action shall be taken on the school day immediately following the activity if the incident occurred during non-school hours.

Any senior student's guest who commits or participates in the commission of an act enumerated in the District Behavior Code, Education Code SECTIONS 233, 48900 (a)-(r), 48900(t), 48900.2, 48900.3, 48900.4, 48900.7, 48915(a) and/or 48915(c) while attending a school activity will be removed from the activity and turned over to the appropriate authority.

The principal or designee shall explain the rules and consequences regarding the behavior code violations while on school grounds, during lunch, or while engaged in a school activity at the time of registration for classes.

Each senior student and the parent(s)/guardian(s) of each senior student shall be given the opportunity to sign a "Notification of Behavior Regulations for Senior Activities" form within 10 school days of the time of registration for classes. In the event the student and the parent(s)/guardian(s) of the student refuse to sign the document, the student will be excluded from all senior activities until such time as the document is signed.

DISCIPLINE (cont.)**Discipline at Other Grade Levels**

At any time during the school year that a student in any grade level commits any act enumerated in Education Code SECTIONS 233, 48900 (a)-(r), 48900(t), 48900.2, 48900.3, 48900.4, 48900.7, 48915(a) and/or 48915(c) the principal or designee may, in addition to the penalties enumerated in Education Code, exclude the student from school-sponsored activities, if the principal or designee determines that:

1. This action is the most effective way to bring about improved behavior;
2. Other ~~methods~~ MEANS of discipline CORRECTION ARE NOT FEASIBLE AND have failed to bring about improved behavior; and
3. The student's participation in the activity presents a danger to himself/herself or others.

Such activities may include, but are not limited to:

1. Attendance at sports events;
2. Dances/proms;
3. End of year celebrations;
4. Field trips;
5. Student travel; and
6. Promotion exercises (grades 6 and 8).

The identification of the number of events from which the student is excluded is to be determined by the principal. If a student is denied participation in field trips/student travel, all money paid by parents to finance the trip(s) will be reimbursed, minus any nonrefundable moneys already expended on behalf of the student. This does not include funds contributed through fundraisers.

Parents/guardians are to be notified verbally and in writing when a student is excluded from a school activity. The principal or designee shall enforce this exclusion fairly, consistently, and without discrimination.

(cf. 0410 - Nondiscrimination)

(cf. 5131 - Conduct)

(cf. 5142 - Safety)

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

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

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

(cf. 6164.5 - Student Success Teams)

DISCIPLINE (cont.)

Notice to Parents/Guardians and Students

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians, in writing, about the availability of District rules related to discipline. (Education Code 35291, 48980)

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall also provide written notice of ~~the~~ DISCIPLINARY rules ~~related to discipline~~ to transfer students at the time of their enrollment in the District.

Chino Valley Unified School District

Regulation approved: May 22, 1997

Revised: August 12, 1999

Revised: February 3, 2000

Revised: September 4, 2003

Revised: February 5, 2009

Revised: March 7, 2013

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 20, 2019
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
SUBJECT: REVISION OF BOARD POLICY 3250 BUSINESS AND NONINSTRUCTIONAL OPERATIONS – TRANSPORTATION FEES

=====

BACKGROUND

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

Revision of Board Policy 3250 Business and Noninstructional Operations – Transportation Fees is being updated to reference types of transportation services, in addition to home-to-school transportation, for which fees may be charged. Policy also adds material regarding criteria for determining exemption of transportation fees based on financial need and Board certification to the County Superintendent of Schools that fees have been levied in accordance with law.

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

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

RECOMMENDATION

It is recommended the Board of Education receive for information the revision of Board Policy 3250 Business and Noninstructional Operations – Transportation Fees.

FISCAL IMPACT

None.

NE:GJS:pw

TRANSPORTATION FEES

~~Because~~ WHENEVER the cost of providing student transportation exceeds funding provided by the state, the Board of Education ~~finds it necessary to~~ MAY charge fees for home-to-school student transportation AND OTHER TRANSPORTATION SERVICES AS EXPRESSLY AUTHORIZED BY LAW.

(cf. 3260 - Fees and Charges)
(cf. 3540 - Transportation)

The Superintendent or Designee shall submit proposed transportation fee increases for the Board's approval. Fees shall be determined on the basis of operating costs in accordance with the law. The amount of fees determined by the Governing Board shall not be greater than actual operating costs less federal subventions. (Education Code 39807.5)

~~No fee for~~ THE transportation FEE shall be ~~charged~~ WAIVED ~~to~~ FOR students with DEMONSTRATED FINANCIAL NEED IN ACCORDANCE WITH EDUCATION CODE 39807.5. ELIGIBILITY FOR FREE TRANSPORTATION BASED ON FINANCIAL NEED SHALL BE DETERMINED IN ACCORDANCE WITH THE INCOME ELIGIBILITY SCALES USED FOR THE FREE AND REDUCED-PRICE LUNCH PROGRAM. ~~disabilities, as specified in their individualized education plans. (Education Code 39807.5, 41850)~~

(cf. 3553 - Free and Reduced Price Meals)

~~No fee for transportation shall be charged to students whose parents/guardians qualify as indigent pursuant to the guidelines, rules and regulations adopted by the Governing Board.~~ IN ADDITION, NO CHARGE SHALL BE MADE FOR ANY TRANSPORTATION OF A STUDENT WITH A DISABILITY WHOSE INDIVIDUALIZED EDUCATION PROGRAM INCLUDES TRANSPORTATION AS A RELATED SERVICE NECESSARY TO RECEIVE A FREE APPROPRIATE PUBLIC EDUCATION. (Education Code 39809.5)

(cf. 3541.2 - Transportation for Students with Disabilities)
(cf. 6159 - Individualized Education Program)

THE BOARD SHALL CERTIFY TO THE COUNTY SUPERINTENDENT OF SCHOOLS THAT THE DISTRICT HAS LEVIED FEES IN ACCORDANCE WITH LAW AND THAT, IN THE EVENT THAT EXCESS FEES HAVE BEEN CHARGED, THE FEES HAVE BEEN REDUCED AND EXCESS FEE REVENUE ELIMINATED. (Education Code 39809.5)

Legal Reference:**EDUCATION CODE**

10900-10914.5 Community Recreation Program, especially:
10913 Fees for Uses of School Buses for Community Recreation Purposes
35330 Excursions or Field Trips
39800-39860 Transportation, especially:
39801.5 Transportation Fees for Adults

TRANSPORTATION FEES (cont.)

39807.5 Payment of Transportation Cost; Amount of Payment
39809.5 Excess Fees; Adjustments
39837 Fees for Summer Employment Transportation
41850 Home to School and Special Education Transportation
49014 Public School Fair Debt Collection Act
49557-49558 Applications for Free and Reduces Price Meals
56026 Individuals with Exceptional Needs

CODE OF REGULATIONS, TITLE 5

350 Fees not Permitted

COURT DECISIONS

Arcadia Unified School District et al v. State Department of Education, 2 cal. 4th 251 (1992)
Hartzell v. Connell (1984) 35 cal. 3d 899 (1984)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Pupil Fees, Deposits and Other Charges, Fiscal Management Advisory 17-01, July 28, 2017

WEBSITES

California School Boards Association: www.csba.org

California Department of Education: www.cde.ca.gov

Chino Valley Unified School District

Regulation approved: November 16, 1995

Revised: June 5, 2003

Revised: May 15, 2008

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 20, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: REVISION OF BOARD POLICY 3510 BUSINESS AND NONINSTRUCTIONAL OPERATIONS – GREEN SCHOOL OPERATIONS

=====

BACKGROUND

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

Revision of Board Policy 3510 Business and Noninstructional Operations - Green School Operations expands best practices for environmental accountability in District programs and operations, including involvement of staff at all levels, use of least toxic pest management practices, compliance with green building standards in any new construction, acquisition of reduced or zero emission school buses, limitation of unnecessary idling of school buses or personal vehicles, implementation of green practices in the District's food services program, and use of green school activities as tools for student learning.

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

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

RECOMMENDATION

It is recommended the Board of Education receive for information the revision of Board Policy 3510 Business and Noninstructional Operations – Green School Operations.

FISCAL IMPACT

None.

NE:GJS:pw

GREEN SCHOOL OPERATIONS

The Board of Education believes that ~~all citizens~~ EVERYONE ~~have~~ HAS a responsibility to be A stewards of the environment and desires to integrate environmental accountability into all District PROGRAMS AND operations. The Superintendent or designee shall DEVELOP STRATEGIES TO promote DISTRICT USE OF green school PRINCIPALS AND practices ~~that~~ IN ORDER TO conserve natural resources, reduce the impact of District operations on the environment, and protect the health of students, staff, and THE community.

IN DEVELOPING SUCH STRATEGIES AND ASSESSING THE ENVIRONMENTAL CONDITIONS IN DISTRICT FACILITIES AND OPERATIONS, ~~t~~The Superintendent or designee ~~may~~ SHALL involve STAFF AT ALL LEVELS WITH VARYING JOB RESPONSIBILITIES, INCLUDING ADMINISTRATORS, CERTIFICATED STAFF, AND CLASSIFIED STAFF. AS APPROPRIATE, THE SUPERINTENDENT OR DESIGNEE MAY ALSO CONSULT WITH HEALTH PROFESSIONALS; REPRESENTATIVES OF LOCAL GOVERNMENTAL AGENCIES, UTILITIES, SOLID WASTE AND RECYCLING COMPANIES, AND COMMUNITY ORGANIZATIONS; AND/OR OTHERS WITH EXPERTISE. ~~DISTRICT and site administrators and operations and maintenance staff; representatives of local governmental agencies, utilities, solid waste and recycling companies, and community organizations; health professionals; and/or others as appropriate in the assessment of current District operations and the development of strategies to improve the environmental impact of District operations.~~

(cf. 1220 - Citizen Advisory Committees)

(cf. 1400 - Relations between Other Governmental Agencies and the Schools)

(cf. 7131 - Relations with Local Agencies)

In selecting and prioritizing strategies, the Superintendent or designee shall give consideration to LONG-TERM POTENTIAL COST SAVINGS, ~~the~~ initial costs, ~~long-term potential cost savings,~~ FEASIBILITY OF IMPLEMENTATION, quality and performance of the product or service, health impacts, and environmental considerations, AND POTENTIAL EDUCATIONAL VALUE.

(cf. 3100 - Budget)

(cf. 3460 - Financial Reports and Accountability)

~~Such~~ DISTRICT strategies may include, but ARE not ~~be~~ limited to:

1. Reducing energy and water consumption, and ~~exploring~~ USING renewable and clean energy technologies AND ALTERNATIVES WHEN AVAILABLE.

(cf. 3511 - Energy and Water Management)

2. Establishing recycling programs in District facilities.

GREEN SCHOOL OPERATIONS (cont.)

(cf. 3511.1 – Recycling Good and Products)

3. Reducing the consumption of disposable materials, by reusing materials and by using electronic rather than paper communications when feasible.
4. ~~Purchasing and~~ Using environmentally preferable products and services whenever practical, including, but not limited to, products that:
 - a. Minimize environmental impacts, toxins, pollutants, odors, and hazards
 - b. Contain postconsumer recycled content
 - c. Are durable and long-lasting
 - d. Conserve energy and water
 - e. ~~Produce a low amount of~~ REDUCE waste

(cf. 3514 - Environmental Safety)

(cf. 3514.1 - Hazardous Substances)

(cf. 5141.23 - Asthma Management)

5. Using least toxic, independently certified green cleaning products when feasible, as well as high-efficiency cleaning equipment that reduces the need to use chemicals.
6. Providing professional development to maintenance staff in the proper use, storage, and disposal of cleaning supplies.

(cf. 4231 - Staff Development)

7. USING EFFECTIVE, LEAST TOXIC PEST MANAGEMENT PRACTICES FOR THE CONTROL AND MANAGEMENT OF PESTS. ~~Focusing on green building standards, sustainability, and student health in facilities construction and modernization projects, including decisions about site selection, building design, and landscaping and grounds.~~

(cf. 3514.2 - Integrated Pest Management)

8. ENSURING THAT ANY CONSTRUCTION OF NEW FACILITIES COMPLIES WITH GREEN BUILDING STANDARDS PURSUANT TO 24 CCR 101.1-703.1, AND FOCUSING ON SUSTAINABILITY AND STUDENT HEALTH IN THE DESIGN AND IMPLEMENTATION OF FACILITIES MODERNIZATION PROJECTS. ~~Providing fresh, unprocessed, organic food in the District's food services program.~~

GREEN SCHOOL OPERATIONS (cont.)

(cf. 7110 - Facilities Master Plan)
(cf. 7111 - Evaluating Existing Buildings)
(cf. 7150 - Site Selection and Development)

9. **REDUCING VEHICLE EMISSIONS BY:** ~~Providing instruction to students on the importance of the environment and involving students in the implementation and evaluation of green school activities and projects as appropriate.~~

A. **ENCOURAGING STUDENTS TO WALK OR BYCYCLE TO SCHOOL OR TO USE DISTRICT OR PUBLIC TRANSPORTATION**

(cf. 5142.2 - Safe Routes to School Program)

B. **USING REDUCED OR ZERO EMISSION SCHOOL BUSES AND VEHICLES AND PROVIDING ACCOMPANYING INFRASTRUCTURE SUCH AS CHARGING STATIONS**

(cf. 3540 - Transportation)

C. **LIMITING UNNECESSARY IDLING OF SCHOOL BUSES IN ACCORDANCE WITH 13 CCR 2480**

D. **LIMITING UNNECESSARY IDLING OF PERSONAL VEHICLES BY ENCOURAGING PARENTS/GUARDIANS, THROUGH SIGNAGE OR OTHER MEANS OF COMMUNICATION, TO TURN OFF THEIR VEHICLES WHEN PARKED ON AND AROUND SCHOOL GROUNDS**

10. **IMPLEMENTING GREEN SCHOOL PRACTICES IN THE DISTRICT'S FOOD SERVICE PROGRAMS BY:**

A. **PROVIDING FRESH, LOCALLY SOURCED, UNPROCESSED, ORGANIC FOOD, INCLUDING PLANT-BASED OPTIONS, WHEN AVAILABLE**

B. **REDUCING FOOD PACKAGING AND USING PACKAGING THAT IS RECYCLABLE AND/OR BIODEGRADABLE**

C. **UTILIZING REUSABLE PRODUCTS**

D. **ENCOURAGING ZERO-WASTE LUNCHES WHEN FOOD IS BROUGHT FROM HOME**

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3551 - Food Service Operations/Cafeteria Fund)

GREEN SCHOOL OPERATIONS (cont.)

11. INTEGRATING GREEN SCHOOL PRACTICES AND ACTIVITIES INTO THE EDUCATIONAL PROGRAM BY PROVIDING INSTRUCTION TO STUDENTS ON THE IMPORTANCE OF THE ENVIRONMENT, INVOLVING STUDENTS IN THE IMPLEMENTATION AND EVALUATION OF GREEN SCHOOL ACTIVITIES AND PROJECTS AS APPROPRIATE, AND UTILIZING GREEN SCHOOL ACTIVITIES AND PROJECTS AS LEARNING TOOLS.

(cf. 6142.5 - Environmental Education)

Legal Reference:

EDUCATION CODE

8700-8707 Environmental Education

17070.96 Leroy F. Greene School Facilities Act of 1996, consideration of high performance standards

17072.35 New construction grants; use for designs and materials for high performance schools

17608-17614 Healthy Schools Act of 2000

32370-32376 Recycling paper

33541 Environmental Education

101012 Kindergarten through 12th grade school facilities program

FOOD AND AGRICULTURAL CODE

13180-13188 Healthy Schools Act of 2000

HEALTH AND SAFETY CODE

114079 General food safety requirements; unused or returned food

PUBLIC CONTRACT CODE

12400-12404 Environmentally preferable purchasing

PUBLIC RESOURCES CODE

25410-25421 Energy conservation assistance

40050-40063 Integrated waste management act

42630-42647 School site source reduction and recycling assistance program

CODE OF REGULATIONS, TITLE 2

1859.70.4 Funding for high performance incentive grants

1859.71.6 Additional grant for high performance incentive, new construction

1859.77.4 Additional grants for high performance incentive, site and modernization

CODE OF REGULATIONS, TITLE 5

14010 Standards for school site selection

CODE OF REGULATIONS, TITLE 13

2480 Limitation to school bus idling and idling at schools

CODE OF REGULATIONS, TITLE 24

101.1-703.1 Green building standards

Management Resources:

CALIFORNIA AIR RESOURCES BOARD PUBLICATIONS

School Bus Fleet Webinar, April 20, 2018

COLLABORATIVE FOR HIGH PERFORMING SCHOOLS PUBLICATIONS

CHPS Best Practices Manual

GLOBAL GREEN USA PUBLICATIONS

Healthier, Wealthier, Wiser: A Report on National Green Schools

GREEN SCHOOLS INITIATIVE PUBLICATIONS

Green Schools Buying Guide

GREEN SCHOOL OPERATIONS (cont.)

HEALTHY SCHOOLS CAMPAIGN PUBLICATIONS

The Quick and Easy Guide to Green Cleaning in Schools, 2nd ed., 2008

WEBSITES

California School Boards Association Publications: www.csba.org

California Air Resources Board: www.arb.ca.gov

California Department of General Services, Green California: www.green.ca.gov

California Energy Commission: www.energy.ca.gov

Collaborative for High Performance Schools: www.chps.net

Global Green USA: www.globalgreen.org

Green Schools Initiative: www.greenschools.net

Healthy Schools Campaign: www.healthyschoolscampaign.org/programs/gcs

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

U.S. Green Building Council, Leed Green Building Rating System: www.usgbc.org

Chino Valley Unified School District

Policy Adopted: June 3, 2010

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 20, 2019
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
SUBJECT: REVISION OF BOARD POLICY AND ADMINISTRATIVE REGULATION 3511 BUSINESS AND NONINSTRUCTIONAL OPERATIONS – ENERGY AND WATER CONSERVATION

=====

BACKGROUND

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

Revision of Board Policy and Administrative Regulation 3511 Business and Noninstructional Operations – Energy and Water Conservation are being updated to reflect recommendation in new state guidance from CDE, the Division of the State Architect in the Department of General Services, and the State Water Resources Control Board. Policy also deletes green school strategies duplicated in other policies, and adds coordination with local and regional entities to share expertise and resources. Section on “Storm Water Management” deletes specific requirements for “nontraditional MS4 entities” that are subject to the General Permit for Storm Water Discharges to Small Municipal Separate Storm Sewer Systems, and clarified that districts may also be subject to the Construction General Permit and the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges associated with industrial activities. Section on “Emergency Interruption of Services” contains material formerly in Administrative Regulation. Administrative Regulation expands components of the District’s resource management program to include strategies related to outdoor spaces, drought-tolerant habitats, and equipment maintenance and repair. Administrative Regulation also adds new section on “Storm Water Management” with examples of best practices and adds new material related to the emergency interruption of services.

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

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

RECOMMENDATION

It is recommended the Board of Education receive for information the revision of Board Policy and Administrative Regulation 3511 Business and Noninstructional Operations – Energy and Water Conservation.

FISCAL IMPACT

None.

NE:GJS:pw

ENERGY AND WATER CONSERVATION MANAGEMENT

The Board of Education recognizes the ENVIRONMENTAL AND FINANCIAL BENEFITS THAT CAN BE DERIVED FROM CONSERVING ENERGY, WATER, AND OTHER NATURAL RESOURCES, PREPARING FOR EXTREME WEATHER AND OTHER NATURAL EVENTS, AND PROVIDING AN ENVIRONMENT THAT PROMOTES THE HEALTH AND WELL-BEING OF STUDENTS AND STAFF. TO SUPPORT DISTRICT GOALS FOR ENERGY AND WATER MANAGEMENT, THE SUPERINTENDENT OR DESIGNEE SHALL DEVELOP A RESOURCE MANAGEMENT PROGRAM WHICH MAY INCLUDE STRATEGIES FOR IMPLEMENTING EFFECTIVE AND SUSTAINABLE RESOURCE USE PRACTICES, EXPLORING THE USE OF RENEWABLE AND CLEAN ENERGY TECHNOLOGY AND/OR SOURCES, REDUCING ENERGY AND WATER CONSUMPTION, AND PROMOTING CONSERVATION PRINCIPLES IN THE EDUCATIONAL PROGRAM. ~~need for reducing energy and water use in the District whenever possible in order to help conserve our society's natural resources and save money to support other District needs.~~

(cf. 0200 - Goals for the School District)
(cf. 3100 - Budget)
(cf. 3300 - Expenditures and Purchases)
(cf. 3510 - Green School Operations)
(cf. 3511.1 - Integrated Waste Management)
(cf. 3512 - Equipment)
(cf. 614.5 - Environmental Education)

The Superintendent or designee MAY SOLICIT INPUT FROM STAFF, STUDENTS, AND PARENTS/GUARDIANS REGARDING THE DISTRICT'S RESOURCE MANAGEMENT PROGRAM. THE SUPERINTENDENT OR DESIGNEE SHALL PROVIDE STAFF AND STUDENTS WITH TRAINING AND GUIDANCE ON BEST PRACTICES TO ACHIEVE THE DISTRICT'S GOALS, AND MAY ESTABLISH A REWARD PROGRAM TO RECOGNIZE OUTSTANDING ACCOMPLISHMENTS. ~~shall establish an energy efficiency program which shall include specific strategies designed to help the District use energy more efficiently and to help ensure that funds intended for student learning are not diverted to cover energy costs. The strategies shall also address the role of staff, students, and parents/guardians in helping to conserve resources and other activities to help the district meet energy reduction goals.~~

(cf. 1150 - Commendation and Awards)

~~As part of the energy efficiency program, T~~the Superintendent or designee shall REGULARLY INSPECT DISTRICT FACILITIES, MONITOR OPERATIONS, AND MAKE RECOMMENDATIONS FOR MAINTENANCE AND REPAIRS WHICH MAY HELP THE DISTRICT REACH ITS CONSERVATION AND MANAGEMENT GOALS AND IMPROVE EFFICIENCY. ~~develop an Emergency Action Plan as part of the district's overall emergency preparedness plan to address actions to be taken in the event of power outages in schools, both during and after school operations.~~

ENERGY AND WATER CONSERVATION MANAGEMENT (cont.)

(cf. 7110 - Facilities Master Plan)
 (cf. 7111 - Evaluating Existing Buildings)

The Superintendent or designee SHALL MAKE EVERY EFFORT TO IDENTIFY FUNDING OPPORTUNITIES AND COST-REDUCING INCENTIVE PROGRAMS TO HELP THE DISTRICT ACHIEVE ITS CONSERVATION AND MANAGEMENT GOALS. THE DISTRICT MAY COORDINATE WITH OTHER LOCAL OR REGIONAL ENTITIES TO CAPITALIZE ON THEIR EXPERTISE AND MAXIMIZE THE EFFICIENT USE OF RESOURCES, SUCH AS THROUGH JOINT OR SHARED USE AGREEMENTS. ~~will seek available grants to initiate or sustain conservation efforts.~~

(cf. 1330.1 - Joint Use Agreements)
 (cf. 1400 – Relations Between Other Governmental Agencies and the Schools)

The Superintendent or designee shall ~~periodically~~ REGULARLY report to the Board on the District's progress in meeting ITS CONSERVATION AND RESOURCE MANAGEMENT ~~energy and water use reduction~~ goals.

STORM WATER MANAGEMENT

TO THE MAXIMUM EXTENT PRACTICABLE, THE DISTRICT SHALL REDUCE THE DISCHARGE OF POLLUTANTS INTO THE WATER SYSTEM IN ORDER TO MINIMIZE THE THREAT TO WATER QUALITY FROM STORM WATER RUNOFF.

THE SUPERINTENDENT OR DESIGNEE SHALL ENSURE THAT THE DISTRICT COMPLIES WITH STORM WATER DISCHARGE STANDARDS SPECIFIED BY ANY APPLICABLE GENERAL PERMIT COVERAGE REQUIRED BY LAW, INCLUDING ALL REQUIREMENTS OF THE CONSTRUCTION GENERAL PERMIT ISSUED BY THE STATE WATER RESOURCES CONTROL BOARD FOR ANY PROJECT THAT DISTURBS ONE ACRE OR MORE OF SOIL. (40 CFR 122.34)

(cf. 3514 - Environmental Safety)
 (cf. 3514.1 - Hazardous Substances)
 (cf. 3514.2 - Integrated Pest Management)

THE SUPERINTENDENT OR DESIGNEE SHALL DEVELOP A STORM WATER MANAGEMENT PLAN THAT COMPLIES WITH THE PROVISIONS OF THE APPLICABLE PERMIT AND DESCRIBES BEST MANAGEMENT PRACTICES, DESIGN STRATEGIES, MEASURABLE GOALS, AND TIMETABLES FOR IMPLEMENTATION. THE PLAN AND A RESOLUTION AUTHORIZING ITS IMPLEMENTATION SHALL BE SUBMITTED TO THE BOARD FOR APPROVAL. (40 CFR 122.34)

FOR ALL PROJECTS, THE DISTRICT SHALL COMPLY WITH ANY CITY OR COUNTY ORDINANCE THAT REGULATES DRAINAGE IMPROVEMENTS AND CONDITIONS. (Government Code 53097)

ENERGY AND WATER CONSERVATION MANAGEMENT (cont.)**EMERGENCY INTERRUPTION OF SERVICES**

THE SUPERINTENDENT OR DESIGNEE SHALL DEVELOP A PLAN TO MINIMIZE DISRUPTION TO THE EDUCATIONAL PROGRAM IN THE EVENT OF POWER OUTAGES OR OTHER EMERGENCY INTERRUPTION OF UTILITY SERVICES. THE PLAN SHALL INCLUDE ACTIONS TO BE TAKEN TO FACILITATE STUDENT AND STAFF SAFETY, ADMINISTRATIVE CONTROL OF OPERATIONS, PROTECTION OF EQUIPMENT, EFFECTIVE COMMUNICATIONS, AND COORDINATION WITH LOCAL FIRE, POLICE, AND EMERGENCY PERSONNEL AND UTILITY SERVICE PROVIDERS.

(cf. 0450 - Comprehensive Safety Plan)
 (cf. 3516 - Emergencies and Disaster Preparedness Plan)
 (cf. 3516.5 - Emergency Schedules)

Legal Reference:EDUCATION CODE

17213.1 School sites

17280 Construction of school buildings

35275 Coordination of new facilities with recreation and park authorities

41422 School term or session length, failure to comply due to disaster

46392 Emergency conditions: ADA estimate

GOVERNMENT CODE

53097 Local agencies

PUBLIC RESOURCES CODE

25410-25421 Energy conservation assistance

WATER CODE

189.3 Recommendations for best design and use practices

13383 Compliance with the federal Water Pollution Control Act

13383.5 Storm water discharge monitoring requirements

CODE OF REGULATIONS, TITLE 23

490-495 Model Water Efficient Landscape Ordinance

2200 Discharge permit fees

UNITED STATES CODE, TITLE 33

1342 National pollutant discharge elimination system

CODE OF FEDERAL REGULATIONS, TITLE 40

122.1-122.64 National pollutant discharge elimination system

Management Resources:CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Guidance for Stormwater and Dry Weather Runoff CAPTURE (California Practices to Use Runoff Effectively) at Schools, December 2018

A Blueprint for Environmental Literacy: Educating Every Student In, About, and For the Environment, 2015

Average Daily Attendance Credit During Periods of Emergency, Management Advisory 90-01, rev. February 10, 2005

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD PUBLICATIONS

Guidance for Design and Construction of Vegetated Low Impact Development Projects, 2016

U.S. ENVIRONMENTAL PROTECTION AGENCY PUBLICATIONS

National Management Measures to Control Nonpoint Source Pollution from Urban Areas, 2005

ENERGY AND WATER CONSERVATION MANAGEMENT (cont.)

WEBSITES

California School Boards Association Publications: www.csba.org
Alliance to Save Energy: www.ase.org
California Department of Education, Facilities: www.cde.ca.gov/lis/fa
California Department of Water Resources: www.water.ca.gov
California Division of State Architect: www.dgs.ca.gov.DSA
California Energy Commission: www.energy.ca.gov
California State Water Resources Control Board: www.swrcb.ca.gov
California Stormwater Quality Association: www.casqa.org/resources
Collaborative for High Performance Schools (CHPS): www.chps.net
Green School Yards America: www.greenschoolyards.org
U.S. Environmental Protection Agency: www.epa.gov

Chino Valley Unified School District

Policy adopted: November 16, 1995

Revised: May 9, 2002

Revised: August 21, 2008

REVISED:

ENERGY AND WATER AND NATURAL GAS RESOURCE MANAGEMENT AND CONSERVATION

In the development of the District's ENERGY AND WATER Resource Management and Conservation Program, ~~and to operate at optimal efficiency and avoid unnecessary costs,~~ the Superintendent or designee shall analyze THE EFFICIENCY AND ENVIRONMENTAL IMPACT OF, AND CONSIDER STRATEGIES FOR IMPROVING, THE FOLLOWING DISTRICT SYSTEMS: ~~and review the lighting; heating, ventilation, and air conditioning (HVAC) systems; water heaters; electrical equipment and appliances; water use and irrigation; and solid waste and recycling systems.~~

1. LIGHTING
2. HEATING, VENTILATION, AND AIR CONDITIONING
3. WATER HEATERS
4. ELECTRICAL EQUIPMENT AND APPLIANCES
5. WATER USE AND IRRIGATION, INCLUDING DRAINS, FAUCETS, AND PIPES
6. GROUNDS MANAGEMENT

(cf. 7111 - Evaluating Existing Buildings)

IN ADDITION, THE DISTRICT'S RESOURCE MANAGEMENT PROGRAM MAY INCLUDE STRATEGIES TO ADDRESS THE FOLLOWING:

1. EDUCATIONAL PROGRAMS THAT FOCUS ON ENVIRONMENTAL LITERACY AND INCORPORATE THE NEXT GENERATION SCIENCE STANDARDS

(cf. 6142.5 - Environmental Education)
(cf. 6142.93 - Science Instruction)

2. OUTDOOR STUDENT FACILITIES THAT ARE ENVIRONMENTALLY SUSTAINABLE AND INCLUDE INCREASED SHADED AREAS TO REDUCE PLAYGROUND TEMPERATURES

(cf. 5141.7 - Sun Safety)

3. CLASSROOM AND BUILDING MANAGEMENT AND MAINTENANCE
4. FOOD SERVICES AND FOOD WASTE REDUCTION

(cf. 3551 - Food Service Operations/Cafeteria Fund)

ENERGY AND WATER AND ~~NATURAL GAS~~ RESOURCE MANAGEMENT AND CONSERVATION

5. LANDSCAPING PRACTICES, INCLUDING ESTABLISHING DROUGHT-TOLERANT HABITATS

6. TRANSPORTATION SERVICES AND MAINTENANCE

(cf. 3540 - Transportation)

7. INCLUSION OF BEST PRACTICES FOR WATER MANAGEMENT IN NEW CONSTRUCTION PROJECTS

(cf. 7110 - Facilities Master Plan)

8. ADMINISTRATIVE OPERATIONS THAT FOCUS ON COST REDUCTION AND CONSERVATION

(cf. 3400 - Management of District Assets/Accounts)

9. REGULAR EQUIPMENT MAINTENANCE AND REPAIR

(cf. 3512 - Equipment)

STORM WATER MANAGEMENT

THE SUPERINTENDENT OR DESIGNEE SHALL IMPLEMENT A STORM WATER MANAGEMENT PLAN THAT COMPLIES WITH APPLICABLE STATE AND FEDERAL LAW AND LOCAL ORDINANCES. THE PLAN SHALL INCLUDE BEST PRACTICES DESIGNED TO REDUCE WASTE, POLLUTION, ENVIRONMENTAL DEGRADATION, AND DAMAGE TO SCHOOL FACILITIES AND INFRASTRUCTURE BY:

1. INCORPORATING WATER CAPTURE AND FILTRATION SYSTEMS FOR STORM WATER WHEN NECESSARY

2. EMPHASIZING SCHOOL PRACTICES AND SCHOOL DESIGN THAT REDUCE RUNOFF AND HUMAN POLLUTANTS, SUCH AS PLASTICS, OILS, GREASE, METALS, AND PESTICIDES

3. PRESERVING, CREATING, AND ENHANCING NATURAL AREAS AND GREENSPACE THAT AID IN STORM WATER AND DRY WEATHER CAPTURE

4. MINIMIZING IMPERVIOUS SURFACE AREA AND CONTROLLING RUNOFF FROM IMPERVIOUS SURFACES

5. UTILIZING, WHEN POSSIBLE, SOILS THAT PROMOTE INFILTRATION

ENERGY AND WATER AND NATURAL GAS RESOURCE MANAGEMENT AND CONSERVATION

6. INCORPORATING STORM WATER DESIGN SIGNAGE FEATURES AND LEARNING OPPORTUNITIES FOR PUBLIC EDUCATION

EMERGENCY INTERRUPTION OF SERVICES

THE SUPERINTENDENT OR DESIGNEE SHALL CONSULT WITH LOCAL LAW ENFORCEMENT, EMERGENCY PERSONNEL, AND THE COUNTY OFFICE OF EMERGENCY SERVICES IN THE DEVELOPMENT OF STRATEGIES TO BE IMPLEMENTED IN THE EVENT OF POWER OUTAGES OR OTHER EMERGENCY INTERRUPTIONS OF UTILITY SERVICES. THE STRATEGIES SHALL PRESCRIBE A MEANS OF NOTIFYING APPROPRIATE AGENCIES TO ENSURE ALL UTILITIES ARE PROPERLY RESTORED AFTER INTERRUPTION.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

THE SUPERINTENDENT OR DESIGNEE SHALL REOPEN SCHOOLS AND RETURN TO NORMAL INSTRUCTIONAL ACTIVITIES AS SOON AS SAFE OPERATIONS CAN BE RESUMED. IF ANY SCHOOL WILL BE CLOSED FOR AN EXTENDED PERIOD OF TIME, THE DISTRICT SHALL MAKE ALTERNATIVE ARRANGEMENTS FOR STUDENTS AND STAFF SO AS NOT TO INTERRUPT THE EDUCATIONAL PROGRAM.

THE SUPERINTENDENT OR DESIGNEE SHALL COMMUNICATE WITH STAFF, STUDENTS, AND PARENTS/GUARDIANS REGARDING ANY INTERRUPTION OF EDUCATIONAL SERVICES DUE TO UTILITY SERVICE OUTAGES, INCLUDING ANY NECESSARY ALTERNATIVE ARRANGEMENTS AND THE DATE OR TIME THAT NORMAL OPERATIONS OF THE SCHOOL ARE EXPECTED TO RESUME.

(cf. 1100 - Communication with the Public)

(cf. 3516.5 - Emergency Schedules)

~~The Superintendent or designee may solicit input from staff, students, and parents/guardians about the District's program. The Superintendent or designee shall provide staff and students with training and guidance on best practices to achieve the district's goals, such as an incentive or reward program to recognize outstanding accomplishments.~~

~~As part of the District's Energy Management Plan, the Superintendent or designee shall establish and maintain working energy conservation and building management guidelines specifying District standards regarding energy use and conservation techniques based on industry standards and best practices.~~

ENERGY AND WATER AND NATURAL GAS RESOURCE MANAGEMENT AND CONSERVATION

Judicious use of the various energy systems and natural resources of each campus is the shared responsibility of the principal, site staff and custodians at each site, and maintenance personnel to ensure that an efficient energy attitude is maintained on a daily basis.

The following energy conservation and building guidelines are hereby made a part of these regulations.

1. All District administrators and managers, certificated and classified staff, students and volunteers are encouraged to assist the District in conserving energy, water, and natural gas resources, as well as proper recycling of waste materials, at all District facilities.
2. Accurate records of energy and resource consumption and cost are to be maintained by the energy/resource conservation technician for each campus, providing verifiable performance results on the goals and progress of the energy conservation program.
3. School site principals and staff members shall be provided information reflecting the energy and water consumption for their respective campuses.
4. School site principals shall be held responsible for the involvement of their site in the Energy Management Program.
5. To enlist the support which is essential to the success of the energy/resource management plan, the District shall give recognition and provide incentives to those sites which reduce energy, water and natural resource use.
6. Specific site usage patterns shall be analyzed, and the energy/resource conservation technician shall work cooperatively with site administration and staff to identify and implement specific conservation measures.
7. District facilities and operations shall be audited, and recommendations made, for maintenance and capital expenditures which may help the District achieve the most efficient use of energy, water, and natural gas resources.
8. Funding opportunities and incentive programs shall be identified in order to assist the District in achieving its conservation goals.
9. The effect of utility rate increases on the District's budget shall be analyzed and necessary contingency plans developed and implemented.

ENERGY AND WATER AND NATURAL GAS RESOURCE MANAGEMENT AND CONSERVATION

10. ~~During summer breaks, along with regular extended breaks occurring in the fall/winter/spring and long weekends, plug loads such as small appliances, computers, monitors, refrigerators, cooled water fountains, and water heaters, shall be turned off and unplugged when not in use.~~
11. ~~Continuously assess the viability of new alternative energy sources and conservation measures.~~

GENERAL EQUIPMENT IN OFFICES AND CLASSROOMS

1. ~~Staff members shall turn off classroom and office computers each day at the end of the last class (or each night). This includes the monitor, local printer, and speakers. Network equipment is excluded.~~
2. ~~All office machines (copy machines, laminating equipment, etc.) shall be shut down each night and during unoccupied times. Fax machines should remain on.~~
3. ~~A site administrator shall be responsible to ensure that custodial staff performs an end-of-day shutdown checklist on Monday through Thursday, a weekend shutdown checklist on Friday, and a holiday shutdown checklist to make certain the facility is closed and shutdown in an energy conscious manner. Appropriate checklists will be provided to all sites.~~
4. ~~All capable computers are to be programmed to the "energy saver" mode using the power management feature. If network constraints restrict this, the set-up to ensure the monitor "sleeps" after 10-minutes of inactivity is to be used.~~
5. ~~Domestic hot water systems shall be set as follows per the California retail food code sections:~~

~~Section 113953. (c) Hand washing facilities shall be equipped to provide warm water under pressure for a minimum of 15 seconds through a mixing valve or combination faucet. If the temperature of water provided to a hand washing sink is not readily adjustable at the faucet, the temperature of the water shall be at least 100°F, but not greater than 108°F.~~

~~Section 114099.2. (a) Notwithstanding Section 114099, for manual ware washing, the temperature of the washing solution shall be maintained at not less than 100°F.~~

ENERGY AND WATER AND NATURAL GAS RESOURCE MANAGEMENT AND CONSERVATION

~~Section 114099.7. Mechanical sanitization shall be accomplished in the final sanitizing rinse by one of the following: (a) by being cycled through equipment that is used in accordance with the manufacturer's specifications and achieving a utensil surface temperature of 160°F.~~

- ~~6. The use of personal appliances such as microwaves, mini refrigerators, coffee pots, and fans in classrooms and offices is strongly discouraged. The use of District appliances provided in lounge areas and break rooms is encouraged.~~

HVAC EQUIPMENT

~~The following energy conservation guidelines are to be observed when operating HVAC equipment in school buildings:~~

- ~~1. To maintain an environment that is conducive to the educational process, the classroom temperature set points* shall be; 69°F (maximum) for heating and 74°F (minimum) for cooling.~~

~~*Set points are in accordance with American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) 55, "Thermal Conditions for Human Occupancy".~~

- ~~2. Exterior doors to individual classrooms and offices shall be closed when the HVAC equipment is in operation. Doors may be propped open if and when staff members are alone with one or two students.~~
- ~~3. Space heaters are not permitted in the District. Space heaters are a fire hazard, trip breakers, and are a costly means of heating.~~
- ~~4. Exhaust fans in rest rooms shall be turned off at the end of the day.~~
- ~~5. In buildings and classrooms with central controls, the start time for the HVAC equipment shall be set to start ½ hour before the start of the teacher's contract day, and set to shut off ½ hour after the end of the teacher's contract day. The District will utilize appropriate thermostats or a building automation system to control the run time for the HVAC units.~~
- ~~6. Classes, meetings, and other school activities should be scheduled to minimize energy use. Evening activities should be concentrated in the fewest areas possible. Submission of facility use requests for after-hours events through the District's facility use request system no less than three (3) weeks prior to scheduled events supports this effort.~~

ENERGY AND WATER AND NATURAL GAS RESOURCE MANAGEMENT AND CONSERVATION

7. ~~Only turn on the amount of lighting necessary for the intended activity. Lights not only consume electricity but also give off heat, placing an additional load on air conditioning equipment and increasing the amount of electricity necessary to cool the room.~~
8. ~~Air conditioning in classrooms shall only be utilized during summer months when classrooms are being used for summer school, year-round school, scheduled events, professional development or contracted work days.~~
9. ~~District maintenance personnel will devise a plan for turning the air conditioning units on in phases to prevent overloading the system that occurs when all units are turned on at the same time.~~

LIGHTING EQUIPMENT

1. ~~Lights in classrooms and common areas shall not be turned on unless needed. Staff members shall turn lights off when these areas are unoccupied.~~
2. ~~Lights in gymnasiums and multi-purpose rooms shall not be turned on unless the gym/multi-purpose room is being utilized. Staff members shall turn lights off when these areas are unoccupied or not in use.~~
3. ~~All outside lights shall be turned off during daylight hours. Site administration shall report outside lights that are turned on during daylight hours by submitting a work order.~~
4. ~~During non-school hours, custodians should only turn on lights in the specific area in which they are working.~~
5. ~~Custodial staff shall ensure that all event lighting be turned off promptly when the event or practice is over.~~

WATER

1. ~~Site administration shall ensure all plumbing, irrigation and/or intrusion (i.e. roof) leaks are reported immediately. Maintenance staff shall repair them as soon as possible.~~
2. ~~Landscaping, and field irrigation shall take place between 8:00 p.m. — 7:00 a.m. irrigation of landscaping and fields shall not take place between the hours of 10:00 a.m. — 6:00 p.m.~~

ENERGY AND WATER AND NATURAL GAS RESOURCE MANAGEMENT AND CONSERVATION

3. ~~Improperly adjusted irrigation heads shall be reported immediately to eliminate building or hardscape overspray and related water damage.~~
4. ~~Water-saving aerators and low flow flush valves shall be used on all sinks, toilets and urinals to reduce water consumption.~~
5. ~~Waterless urinals shall be used where appropriate to reduce water consumption.~~
6. ~~Drought tolerant landscaping and plant materials shall be used where appropriate to reduce water consumption.~~

Chino Valley Unified School District
Regulation approved: October 2, 2014
REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 20, 2019
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
SUBJECT: REVISION OF ADMINISTRATIVE REGULATION 3514 BUSINESS AND NONINSTRUCTIONAL OPERATIONS – ENVIRONMENTAL SAFETY

=====

BACKGROUND

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

Revision of Administrative Regulation 3514 Business and Noninstructional Operations – Environmental Safety is being updated to reflect new law (AB 2453, 2018) which authorizes state facilities modernization grants to be used to update air filtration systems and authorizes districts and schools in communities with a high cumulative exposure to toxic air contaminants to work with air districts and to be eligible for a grant to implement air quality mitigation efforts. Administrative Regulation also reflects the July 1, 2019 deadline for completing testing for lead in the drinking water of any school constructed before

January 1, 2010, and new law (AB 2370, 2018) which requires a licensed child care center that is located in a building constructed before January 1, 2010, to have its drinking water tested for lead contamination.

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 Administrative Regulation 3514 Business and Noninstructional Operations – Environmental Safety.

FISCAL IMPACT

None.

ENVIRONMENTAL SAFETY

The Superintendent may designate and train one or more employees to oversee and coordinate the District's environmental safety program(s). The responsibilities of the coordinator(s) shall include, but are not limited to, overseeing assessments of District facilities, recommending strategies for the prevention and mitigation of environmental health risks, ensuring effective implementation of environmental safety strategies, and reporting to the Superintendent regarding the District's progress in addressing environmental safety concerns.

(cf. 3510 - Green School Operations)
(cf. 3511 - Energy and Water Management)
(cf. 3517 - Facilities Inspection)
(cf. 4157/4257/4357 - Employee Safety)
(cf. 5142 - Safety)
(cf. 7111 - Evaluating Existing Buildings)
(cf. 7150 - Site Selection and Development)

Indoor Air Quality

In order to provide proper ventilation, humidity, and temperature in school facilities and to reduce indoor air contaminants, ~~the Superintendent or designee shall ensure that the following strategies are~~ SHALL BE implemented:

1. Mechanically driven HEATING, ventilation, and air conditioning systems shall be operated continuously during working hours ~~in occupied rooms~~ except under the circumstances specified in 8 CCR 5142. The systems shall be inspected at least annually and problems corrected within a reasonable time. Where the air supply is filtered, the filters shall be replaced or cleaned regularly to prevent significant reductions in airflow. Documentation of inspections, tests of ventilation rates, and maintenance shall be retained for at least five years. (8 CCR 5142-5143)

(cf. 3580 - District Records)

Staff shall ensure that airflow is not obstructed by the blocking of ventilators with posters, furniture, books, or other obstacles.

2. School facilities shall be regularly inspected for water damage, spills, leaks in plumbing and roofs, poor drainage, and improper ventilation so as to preclude the buildup of mold and mildew AND PREVENT ACCIDENTS DUE TO UNSAFE CONDITIONS. Wet building materials and furnishings shall be dried within 48 hours if possible to prevent mold growth. When evidence of mold or mildew is found, maintenance staff shall locate and repair the source of water intrusion and remove or clean moldy materials.

ENVIRONMENTAL SAFETY (cont.)

3. Exterior wall and foundation cracks and openings shall be sealed as soon as possible to minimize seepage of radon into buildings from surrounding soils.
4. Least toxic pest management practices shall be used to control and manage pests at school sites. (Education Code 17608-17614; Food and Agriculture Code 13182)

(cf. 3514.2 - Integrated Pest Management)

5. ~~The Superintendent or designee shall install~~ A carbon monoxide detector or alarm SHALL BE INSTALLED in all school buildings that contain a fuel burning appliance, fireplace, or forced air furnace, UNLESS OTHERWISE EXEMPTED BY STATE LAW OR REGULATIONS. The device or alarm shall be located in close proximity to the appliance in order to accurately detect and alert school personnel of any leakage of carbon monoxide. (24CCR 915.1-915.7)
6. Schedules and practices for routine housekeeping and maintenance shall be designed to effectively reduce levels of dust, dirt, and debris. Plain water, soap and water, or low-emission cleaning products shall be used whenever possible. Aerosols, including air fresheners and other products containing ozone, shall be avoided to the extent possible.

(cf. 5141.23 - Asthma Management)

7. Painting of school facilities and maintenance or repair activities that require the use of potentially harmful substances shall be limited to those times when school is not in session. Following any such activity, the facility shall be properly ventilated with adequate time allowed prior to reopening for use by any person.
8. Paints, adhesives, and solvents shall be used and stored in well-ventilated areas. These items shall be purchased in small quantities to avoid storage exposure.

(cf. 3514.1 - Hazardous Substances)

9. To the extent possible, printing and duplicating equipment that may generate indoor air pollutants, such as methyl alcohol or ammonia, shall be placed in locations that are well-ventilated and not frequented by students and staff.
10. The District's tobacco-free schools policy shall be consistently enforced in order to reduce the health risks caused by second-hand smoke.

(cf. 3513.3 - Tobacco-Free Schools)

11. Staff and students shall be asked to refrain from bringing common irritants such as furred or feathered animals, stuffed toys that may collect dust mites, scented

ENVIRONMENTAL SAFETY (cont.)

candles, incense or air fresheners and from using perfume or cologne, scented lotion, or hair spray, nail polish or nail polish remover, or other personal care products that are not fragrance free in classrooms, SCHOOL BUSES, or other enclosed areas or buildings.

(cf. 6163.2 - Animals at School)

Outdoor Air Quality

The Superintendent or designee may ~~monitor~~ COORDINATE WITH THE SOUTHERN CALIFORNIA AIR QUALITY MANAGEMENT DISTRICT AND MONITOR local health advisories and outdoor air quality alerts ~~including~~ TO OBTAIN forecasts of ozone levels, particle pollution, ultraviolet radiation levels, and/or temperature and humidity.

Whenever ~~these measures~~ A FORECAST indicateS a significant health risk, the Superintendent or designee shall communicate with each principal so that outdoor activities, especially those requiring prolonged or heavy exertion, may be avoided, limited in duration, or modified as necessary for all persons or for persons who may be particularly susceptible to the health risk involved.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 3516.5 - Emergency Schedules)

(cf. 5141.7 - Sun Safety)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

REDUCTION OF Vehicle Emissions

In order to reduce public exposure to toxic air contaminants, school bus drivers and other drivers of commercial motor vehicles shall limit unnecessary idling of vehicles at or near schools in accordance with 13 CCR 2480. The Superintendent or designee may also request parents/guardians to turn off their vehicles when they are idling on school grounds and encourage students to walk and/or bicycle to school.

(cf. 3540 - Transportation)

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

(cf. 3542 - School Bus Drivers)

(cf. 5142.2 - Safe Routes to School Program)

Any SCHOOL BUS THAT IS diesel-fueled, dual-fueled, or alternative diesel-fueled ~~school bus with~~ AND HAS a gross vehicle weight rating over 14,000 pounds shall be equipped with a particulate filter designed to reduce particulate matter emissions, oxides of nitrogen emissions, and other pollutants. (13 CCR 2025)

ENVIRONMENTAL SAFETY (cont.)**Drinking Water SAFETY**

The quality and safety of the District's drinking water sources shall be regularly assessed, and drinking fountains shall be regularly cleaned and maintained, to ENSURE THAT DRINKING WATER CONSUMED AT SCHOOL DOES NOT CONTAIN ~~avoid the presence of~~ dirt, mold, LEAD, or other impurities or CONTAMINANTS THAT MAY CAUSE SERIOUS health concerns.

Whenever any contaminants in the drinking water are determined to be a concern, the Superintendent or designee shall take reasonable steps to identify the source and mitigate ~~the concern~~ ANY POTENTIAL PROBLEM to ensure the availability of safe drinking water. As needed, the Superintendent or designee shall provide alternative sources of drinking water, such as bottled water, OR ON-SITE WATER FILTRATION, to ensure that students have access to fresh drinking water at mealtimes and at other times throughout the day.

(cf. 3550 - Food Service/Child Nutrition Program)

Whenever testing of drinking water finds concentrations of lead that exceed federal and state standards, the Superintendent or designee shall notify parents/guardians and take immediate steps to SHUT DOWN AND make inoperable any fountains or faucets where excess lead levels may exist.

PREVENTION OF Lead Exposure

In addition to TESTING FOR THE PRESENCE OF LEAD IN DRINKING WATER IN DISTRICT SCHOOLS, ~~keeping school facilities as dust free and clean as possible~~, the following steps shall be taken to minimize potential exposure to lead in school facilities:

1. SCHOOL FACILITIES SHALL BE KEPT AS DUST-FREE AND CLEAN AS POSSIBLE. ~~Lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall not be used in the construction of any new school facility or the modernization or renovation of any existing school facility. (Education Code 32244)~~
2. LEAD-BASED PAINT, LEAD PLUMBING AND SOLDERS, OR OTHER POTENTIAL SOURCES OF LEAD CONTAMINATION SHALL NOT BE USED IN THE CONSTRUCTION OF ANY NEW SCHOOL FACILITY OR THE MODERNIZATION OR RENOVATION OF ANY EXISTING SCHOOL FACILITY. (Education Code 32244) ~~exposure hazards shall be evaluated before any renovation or remodeling is begun, and children shall not be allowed in or near buildings in which these activities may create lead dust. Contractors and workers shall comply with state and federal standards related to the handling and disposal of lead debris and the clean-up and containment of dust within the~~

ENVIRONMENTAL SAFETY (cont.)

~~construction area.~~

3. ~~Lead based~~ exposure hazards shall be evaluated before any renovation or remodeling is begun, and children shall not be allowed in or near buildings in which these activities may create lead dust. ~~Painted surfaces that are in good condition shall be kept intact. If lead-based paint is peeling, flaking, or chalking,~~ Contractors ~~or~~ AND workers shall follow COMPLY WITH state and federal standards RELATED TO THE HANDLING AND DISPOSAL OF LEAD DEBRIS AND THE CLEAN UP AND CONTAINMENT OF DUST WITHIN THE CONSTRUCTION AREA. ~~for safe work practices to minimize contamination when removing the paint.~~
4. LEAD-BASED PAINTED SURFACES THAT ARE IN GOOD CONDITION SHALL BE KEPT INTACT. IF LEAD-BASED PAINT IS PEELING, FLAKING, OR CHALKING, CONTRACTORS OR WORKERS SHALL FOLLOW STATE AND FEDERAL STANDARDS FOR SAFE WORK PRACTICES TO MINIMIZE CONTAMINATION WHEN REMOVING THE PAINT. ~~Soil with low lead content may be covered with grass, other plantings, concrete, or asphalt. For soil with high lead content, removal and abatement are required.~~
5. SOIL WITH LOW LEAD CONTENT MAY BE COVERED WITH GRASS, OTHER PLANTINGS, CONCRETE, OR ASPHALT. FOR SOIL WITH HIGH LEAD CONTENT, REMOVAL AND ABATEMENT ARE REQUIRED. ~~Drinking water shall be regularly tested for lead and remediated as provided in the section "Drinking Water" above.~~

Any action to abate existing lead hazards, ~~excluding containment or cleaning~~ shall be taken only by contractors, inspectors, and workers certified by the California Department of Public Health in accordance with 17 CCR 35001-35099. (Education Code 32243)

The Superintendent or designee shall notify parents/guardians, teachers, and staff members if significant risk factors for lead exposure are found. (Education Code 32243)

PREVENTION OF Mercury Exposure

The Superintendent or designee shall identify any ~~products~~ MERCURY containing ~~mercury~~ PRODUCTS that are present in District facilities and, to the extent possible, shall replace them with mercury-free alternatives.

Staff shall receive information about proper procedures to follow in the event of a mercury spill. Clean-up instructions, a clearly labeled kit with necessary clean-up supplies, and a list of local resources shall be readily accessible.

ENVIRONMENTAL SAFETY (cont.)

In the event of a spill, staff shall evacuate all students from the immediate area of the spill, ensure that any clothing or other items with mercury on them remain in the room, open windows to the outside, and close doors to other parts of the school. Staff who are trained in proper clean-up procedures may carefully clean a small spill. As needed for larger or difficult-to-clean spills, the Superintendent or designee shall use an experienced professional referred by the local health department or environmental agency.

Any products containing mercury shall be properly disposed at an appropriate hazardous waste collection facility.

Asbestos management

The Superintendent shall designate an employee who shall ensure that the District's responsibilities related to asbestos inspection and abatement are implemented in accordance with federal and state regulations. This employee shall receive adequate training to perform these duties, including, as necessary, training on the health effects of asbestos; detection, identification, and assessment of asbestos-containing materials; options for controlling asbestos-containing building materials; asbestos management programs; and relevant federal and state regulations. (40 CFR 763.84)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The designated employee shall ensure that the District complies with the following requirements:

1. School facilities shall be inspected for asbestos-containing materials as necessary in accordance with the following:
 - a. Any school building that is leased, acquired, or otherwise used by the District shall be inspected for asbestos-containing BUILDING materials prior to its use as a school building, unless exempted by federal regulations. (40 CFR 763.85, 763.99)
 - b. At least once every six months, the District shall conduct a periodic surveillance consisting of a visual inspection of each school building that contains or is assumed to contain asbestos-containing building materials. (40 CFR 763.92)
 - c. At least once every ~~three years~~ SIX MONTHS, the District shall conduct a PERIODIC SURVEILLANCE CONSISTING OF A VISUAL INSPECTION OF EACH SCHOOL BUILDING THAT CONTAINS ~~re-inspection of all known~~ or IS assumed TO CONTAIN asbestos-containing materials. (40 CFR 763.92)

ENVIRONMENTAL SAFETY (cont.)

2. Based on the results of the inspection, an appropriate response which is sufficient to protect human health and the environment shall be determined from among the options specified in 40 CFR 763.90. The District may select the least burdensome response, taking into consideration local circumstances, including occupancy and use patterns within the school building and economic concerns such as short-term and long-term costs. (40 CFR 763.90)
3. An asbestos management plan for each school site shall be maintained and regularly updated to keep it current with ongoing operations and maintenance, periodic surveillance, inspection, re-inspection, and response action activities. (15 USC 2643; 40 CFR 763.93)

The asbestos management plan shall be available for inspection in District and school offices during normal business hours. Parent/guardian, teacher, and employee organizations shall be annually informed of the availability of these plans. (40 CFR 763.84, 763.93)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)

4. Staff, students, and parents/guardians shall be informed at least once each school year about any inspections, response actions, and post-response actions, including periodic re-inspection and surveillance activities, that are planned or in progress. (40 CFR 763.84)
5. Inspections, re-inspections, periodic surveillance, and response actions, including operations and maintenance, shall be conducted in compliance with state and federal regulations for the protection and safety of workers and all other individuals. (Education Code 49410.5; 40 CFR 763.84, 763.90)

Asbestos inspection and abatement work, preparation of a management plan, and any maintenance activities that may disturb asbestos-containing building materials, except for emergency repairs or small-scale, short-duration maintenance activities, shall be completed by state-certified asbestos inspectors or contractors. (15 USC 2646; 40 CFR 763.84, 763.85, 763.91)

6. All custodial and maintenance employees shall be properly trained in accordance with applicable federal and/or state regulations. (40 CFR 763.84)

All District maintenance and custodial staff who may work in a building that contains asbestos-containing building materials, regardless of whether they are required to work with such materials, shall receive at least two hours of related

ENVIRONMENTAL SAFETY (cont.)

asbestos awareness training. New maintenance and custodial staff shall receive such training within 60 days after beginning employment. Any maintenance or custodial staff who conducts activities that will disturb asbestos-containing materials shall receive 14 hours of additional training. The trainings shall address the topics specified in 40 CFR 763.92. (15 USC 2655; 40 CFR 763.84; 763.92)

7. Short-term workers, such as telephone repair workers, utility workers, or exterminators, who may come in contact with asbestos in a school, shall be provided information regarding the locations of known or suspected asbestos-containing building materials. (40 CFR 763.84)
8. Warning labels shall be posted immediately adjacent to any known or suspected asbestos-containing building material located in routine maintenance areas in accordance with 40 CFR 763.95. (40 CFR 763.84)

The District shall maintain, in both the District and school offices and for a period of three years, records pertaining to each preventive measure and response action taken; staff training; periodic surveillances conducted; cleaning, operations, and maintenance activities; and any fiber release episode. (40 CFR 763.94)

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Regulation approved: October 7, 2010

Revised: December 12, 2013

Revised: July 19, 2018

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 20, 2019
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
SUBJECT: REVISION OF BOARD POLICY AND DELETION OF ADMINISTRATIVE REGULATION 3540 BUSINESS AND NONINSTRUCTIONAL OPERATIONS – TRANSPORTATION

=====

BACKGROUND

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

Revision of Board Policy 3540 Business and Noninstructional Operations–Transportation is updated to include material formerly in Administrative Regulation regarding the means of transportation, contracts for transportation services, and the option to pay parents/guardians their actual and necessary expenses in transporting the student. Policy also addresses the District’s authority to require families to pay a transportation fee, with specified exceptions; the District’s authority to transport students without parent/guardian permission when evacuation of students is necessary for their safety; and the installation of a global positioning system on school buses to enhance safety and provide real-time location data. Administrative Regulation deleted and key concepts moved to policy.

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

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

RECOMMENDATION

It is recommended the Board of Education receive for information the revision of Board Policy and deletion of Administrative Regulation 3540 Business and Noninstructional Operations – Transportation.

FISCAL IMPACT

None.

TRANSPORTATION

The Board of Education desires to provide for the safe and efficient transportation of students to and from school as necessary to ensure student access to the educational program, promote regular attendance and reduce tardiness. IN DETERMINING tThe extent to which the District WILL provides for transportation services, THE BOARD shall ~~depend upon~~ WEIGH student and community needs AGAINST THE COST OF PROVIDING SUCH SERVICES. ~~and a continuing assessment of financial resources.~~

- (cf. 3100 - Budget)
- (cf. 3541 - Transportation Routes and Services)
- (cf. 3541.1) - Transportation for School-Related Trips)
- (cf. 3541.2) - Transportation for Students with Disabilities)
- (cf. 5116.1) - Intradistrict Open Enrollment)
- (cf. 5117 - Interdistrict Agreements)
- (cf. 6178.2 - Regional Occupational Center/Program)

The Superintendent or designee shall recommend to the Board of Education the ~~most~~ economical, ENVIRONMENTALLY SUSTAINABLE, and appropriate means of providing transportation services.

- (cf. 3510 - Green School Operations)

THE BOARD MAY PURCHASE, RENT, OR LEASE VEHICLES; CONTRACT WITH A COMMON CARRIER OR MUNICIPALLY OWNED TRANSIT SYSTEM; CONTRACT WITH RESPONSIBLE PRIVATE PARTIES INCLUDING THE PARENT/GUARDIAN OF THE STUDENT BEING TRANSPORTED; AND/OR CONTRACT WITH THE COUNTY SUPERINTENDENT OF SCHOOLS. (Education Code 35330, 39800, 39801)

IN CONTRACTING FOR TRANSPORTATION SERVICES, THE DISTRICT SHALL COMPLY WITH ALL APPLICABLE LAWS RELATED TO BIDS AND CONTRACTS. (Education Code 39802-39803)

- (cf. 3311 - Bids)
- (cf. 3312 - Contracts)

IN LIEU OF PROVIDING TRANSPORTATION IN WHOLE OR IN PART, THE DISTRICT MAY PAY THE STUDENT'S PARENTS/GUARDIANS EITHER THEIR ACTUAL AND NECESSARY EXPENSES IN TRANSPORTING THE STUDENT OR THE COST OF THE STUDENT'S FOOD AND LODGING AT A PLACE CONVENIENT TO THE SCHOOL. IN EITHER CASE, THE AMOUNT OF THE PAYMENT SHALL NOT EXCEED THE COST THAT WOULD BE INCURRED BY THE DISTRICT TO PROVIDE FOR THE TRANSPORTATION OF THE STUDENT TO AND FROM SCHOOL. (Education Code 39806-39807)

TRANSPORTATION (cont.)

THE BOARD MAY CHARGE A TRANSPORTATION FEE TO PARENTS/GUARDIANS OF TRANSPORTED STUDENTS IN ACCORDANCE WITH Education Code 398705 and BP/AR 3250 - Transportation Fees.

(cf. 3250 - Transportation Fees)

NO STUDENT SHALL BE REQUIRED TO BE TRANSPORTED FOR ANY REASON WITHOUT THE WRITTEN PERMISSION OF THE STUDENT'S PARENT/GUARDIAN, EXCEPT IN EMERGENCY SITUATIONS INVOLVING ILLNESS OR INJURY TO THE STUDENT PURSUANT TO EDUCATION CODE 35350 OR THE EVACUATION OF STUDENTS AS NECESSARY FOR THEIR SAFETY.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Superintendent or designee shall develop procedures to promote safety for students traveling on school buses.

(cf. 3543 - Transportation Safety and Emergencies)
(cf. 5131.1 - Bus Conduct)

THE DISTRICT MAY INSTALL A GLOBAL POSITIONING SYSTEM (GPS) ON SCHOOL BUSES AND/OR STUDENT ACTIVITY BUSES IN ORDER TO ENHANCE STUDENT SAFETY AND PROVIDE REAL-TIME LOCATION DATA TO DISTRICT AND SCHOOL ADMINISTRATORS AND PARENTS/GUARDIANS.

The Superintendent or designee shall ensure the qualifications of bus drivers and related staff employed by the District, provide for the maintenance and operation of District-owned school buses and other equipment, and ensure adequate facilities for equipment storage and maintenance.

(cf. 3542 - School Bus Drivers)

Legal Reference:

EDUCATION CODE

- 35330 Excursions and field trips
- 35350 Authority to transport pupils
- 39800-39860 Transportation, especially:
 - 39800 Powers of governing board to provide transportation for pupils to and from school; definition of "municipally owned transit system"
 - 39801 Contract with County Superintendent of Schools to provide transportation
 - 39802-39803 Bids and contracts for transportation services
 - 39806 Payments to parents in lieu of transportation
 - 39807 Food and lodging payments in lieu of transportation
 - 39807.5 Transportation Fees
 - 39808 District transportation of private school students
- 41850-41854 Allowances for transportation
- 41860-41862 Supplemental Allowances for Transportation

TRANSPORTATION (cont.)

45125.1 Criminal Background Checks for
Contractors

52311 Regional occupational centers, transportation
GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act
PENAL CODE

637.7 Electronic tracking devices
VEHICLE CODE

2807 School bus inspection
CODE OF REGULATIONS, TITLE 5

14100-14103 Use of School Buses and School Pupil Activity Buses
15240-15343 Allowances for Student Transportation. Especially:

15253-15272 District Records Related to Transportation
CODE OF REGULATIONS, TITLE 13

2025 Retrofitting of diesel school buses
COURT DECISIONS

Arcadia Unified School Dist. v. State Dept of Education, 2 CAL.4th 251 (1992)

Chino Valley Unified School District

Policy adopted: November 16, 1995

Revised: September 18, 2008

REVISED:

TRANSPORTATION

~~No student shall be required to be transported for any reason without the written permission of the student's parent/guardian, except in emergency situations involving illness or injury to the student.~~

Means of Transportation

~~To provide transportation services, the Board of Education may purchase, rent or lease vehicles; contract with a common carrier or municipally owned transit system contract with responsible private parties including the parent/guardian of the student being transported; and/or contract with the County Superintendent of Schools.~~

Public Carriers

~~Chartered buses, when used, shall be chartered only by the transportation department, and shall be approved as School Student Activity Buses (SSAB). This approval shall be pursuant to Title 5 and Title 13 California Codes of Regulations requirements.~~

~~All drivers of charter vehicles shall possess the proper certification and license for SSAB approval.~~

~~All vehicles used shall have current certification by the California Highway Patrol. The charter company shall provide a current copy of their license to operate issued by the California Highway Patrol. The District shall reserve the right to approve or disapprove vehicles used in the transportation of its students.~~

~~The charter company shall maintain insurance to protect against claims for damages for personal injury, including death, and damage to property. The minimum limits of liability shall be established bi-annually by the District, after consulting with the District insurance representative. A certificate of insurance shall be received and approved by the District prior to any carrier providing service. Such certificate shall list the District as an additional insured.~~

~~In contracting for transportation services, the District shall comply with all applicable laws related to bids and contracts.~~

~~(cf. 3311 – Bids)~~

~~(cf. 3312 – Contracts)~~

~~To the greatest extent possible, Chino Valley Unified School District school buses will be used for all field trips. When Chino Valley Unified School District school buses are unavailable, the transportation department will contract with approved companies to provide either school buses or school pupil activity buses for student field trip use. All charters for field trip transportation with outside companies shall be administered by and through the transportation department.~~

TRANSPORTATION (cont.)

~~All companies contracted shall ensure that their procedures, drivers, and vehicles are in compliance with all applicable state and federal statutes and regulations concerning pupil transportation.~~

~~All contracted transportation companies shall maintain insurance to protect against claims for damages for personal injury, including death, and damages to property. The minimum limits of liability shall be established bi-annually by the District, after consulting with the District insurance representative. A certificate of insurance shall be received and approved by the District prior to any carrier providing service to the District. Such certificate shall list the District as an additional insured. In addition to the certificate of insurance requirement, all contracted companies shall provide the District with copies of their most recent CHP terminal inspection.~~

Request for Special Transportation

~~A request for special transportation form for special transportation (CVUSD 95T-80) shall be completed and sent to the Office of the Associate Superintendent of Educational Services three weeks prior to departure. Trip planning requires extended lead time for bus availability; therefore the Transportation Department should be notified well in advance.~~

~~Upon receipt of District approval, arrangements will be made for field trip transportation.~~

~~The school requesting the trip will be advised if an outside charter company is ordered and the name of the company name servicing the trip.~~

Legal Reference:EDUCATION CODE

~~35330 Excursions and Field Trips-~~

~~35350 Authority To Transport Pupils-~~

~~39800 — 39803 Transportation~~

~~Title 5 California of Regulations, Section 14220-~~

~~Title 13 California Code of Regulations, Chapter 1-~~

~~Sub-Chapter 2.A.,B.~~

Chino Valley Unified School District

Regulation approved: November 16, 1995

Revised: September 4, 2008

DELETED: