



CHINO VALLEY
UNIFIED SCHOOL DISTRICT

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

BOARD OF EDUCATION AGENDA

August 16, 2018

BOARD OF EDUCATION

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

Alexi Magallanes, Student Representative



SUPERINTENDENT
Norm Enfield, Ed.D.

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
Chino Valley Unified School District
5130 Riverside Drive, Chino, CA 91761 • Board Room
5:25 p.m. – Closed Session • 7:00 p.m. – Regular Meeting
August 16, 2018

AGENDA

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

I. OPENING BUSINESS

I.A. CALL TO ORDER – 5:25 P.M.

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

Discussion and possible action (times are approximate):

- a. Conference with Legal Counsel Existing Litigation: Government Code 54954.5(c) and 54956.9 (d)(1): Federal District Court, Case No. EDCV 14-2336-JGB (DTBx) Freedom from Religion Foundation vs. Chino Valley Unified School District Board of Education. (Tyler & Bursch, LLP) (15 minutes)
- b. Conference with Legal Counsel Existing Litigation: Government Code 54954.5 (c) and 54956.9 (d)(1): Oxford Preparatory Academy v. Chino Valley Unified School District, et. al. SBC No. CIVDS1710045. (Chidester, Margaret A. & Associates) (5 minutes)
- c. Conference with Legal Counsel Anticipated Litigation: Government Code 54954.5(c) and 54956.9 (d)(2) and (e)(1): One possible case. (Atkinson, Andelson, Loya, Ruud & Romo) (30 minutes)
- d. Public Employee Discipline/Dismissal/Release: Government Code 54957: (20 minutes)
- e. Public Employee Appointment: Government Code 54957: Assistant Superintendent, Human Resources; Coordinator, Procurement; and High School Assistant Principals. (10 minutes)
- f. Public Employee Performance Evaluation (Government Code 54957): Superintendent. (15 minutes)

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

1. Report Closed Session Action
2. Pledge of Allegiance

I.C. RECOGNITION/PRESENTATION

1. Recognition: Al McCombs
2. Measure G Update

I.D. COMMENTS FROM STUDENT REPRESENTATIVE

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

II. ACTION

II.A. ADMINISTRATION

II.A.1. Resolution 2018/2019-07 Appointment of Superintendent Norm Enfield, Ed.D., as Secretary to the Board of Education and Affirming Responsibilities of Superintendent Motion ____ Second ____
 Page 9 Preferential Vote: ____
 Vote: Yes ____ No ____

Recommend the Board of Education adopt Resolution 2018/2019-07 Appointment of Superintendent Norm Enfield, Ed.D., as Secretary to the Board of Education and affirm responsibilities of Superintendent.

II.A.2. Appointment of District Representative to the City of Chino Community Services Commission Motion ____ Second ____
 Page 11 Preferential Vote: ____
 Vote: Yes ____ No ____

Recommend the Board of Education consider the applicants and appoint one District representative to the City of Chino Community Services Commission.

II.A.3. Public Hearing Regarding Sycamore Academy of Cultural Arts and Science-Chino Valley Charter School Petition Open Hearing _____
 Page 12 Close Hearing _____

Recommend the Board of Education conduct a public hearing regarding the Sycamore Academy of Cultural Arts and Science-Chino Valley charter school petition.

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

II.B.1. Public Hearing Regarding the Sufficiency of Instructional Materials 2018/2019 and Adoption of Resolution 2018/2019-12 for Cal Aero Preserve Academy K Through 6 Open Hearing _____
 Page 13
 Close Hearing _____
 Recommend the Board of Education conduct a public hearing regarding the Sufficiency of Instructional Materials 2018/2019 and adopt Resolution 2018/2019-12 for Cal Aero Preserve Academy K through 6. Motion ____ Second ____
 Preferential Vote: _____
 Vote: Yes _____ No ____

II.C. FACILITIES, PLANNING, AND OPERATIONS

II.C.1. Final Facilities Memorandum of Understanding Between the Chino Valley Unified School District and Allegiance STEAM Academy Charter School Motion ____ Second ____
 Page 17
 Preferential Vote: _____
 Vote: Yes _____ No ____
 Recommend the Board of Education approve the Final Facilities Memorandum of Understanding between the Chino Valley Unified School District and Allegiance STEAM Academy Charter School.

II.C.2. Computer Network and Internet Services Memorandum of Understanding Between the Chino Valley Unified School District and Allegiance STEAM Academy Charter School Motion ____ Second ____
 Page 38
 Preferential Vote: _____
 Vote: Yes _____ No ____
 Recommend the Board of Education approve the Computer Network and Internet Services Memorandum of Understanding between the Chino Valley Unified School District and Allegiance STEAM Academy Charter School.

II.C.3. Resolution 2018/2019-13 Emergency Request to San Bernardino County Superintendent of Schools for Authorization to Award a Contract Without Bidding and Advertising for Repairs at Chino HS Motion ____ Second ____
 Page 49
 Preferential Vote: _____
 Vote: Yes _____ No ____
 Recommend the Board of Education adopt Resolution 2018/2019-13 Emergency Request to San Bernardino County Superintendent of Schools for Authorization to Award a Contract Without Bidding and Advertising for Repairs at Chino HS.

II.D. HUMAN RESOURCES

II.D.1. Employment Contract for Richard Rideout, Assistant Superintendent, Human Resources of the Chino Valley Unified School District

Page 53

Motion ____ Second ____
Preferential Vote: ____
Vote: Yes ____ No ____

Recommend the Board of Education approve the employment contract for Richard Rideout, Assistant Superintendent, Human Resources of the Chino Valley Unified School District.

III. CONSENT

Motion ____ Second ____
Preferential Vote: ____
Vote: Yes ____ No ____

III.A. ADMINISTRATION

III.A.1. Minutes of the July 19, 2018 Regular Meeting and August 1, 2018 Special Closed Session Meeting

Page 59

Recommend the Board of Education approve the minutes of the July 19, 2018 regular meeting and August 1, 2018 special closed session meeting.

III.B. BUSINESS SERVICES

III.B.1. Warrant Register

Page 68

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

III.B.2. Fundraising Activities

Page 69

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

III.B.3. Donations

Page 74

Recommend the Board of Education accept the donations.

III.B.4. Legal Services

Page 77

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

III.B.5. 2018/2019 Applications to Operate Fundraising Activities and Other Activities for the Benefit of Students

Page 78

Recommend the Board of Education approve/ratify the 2018/2019 applications to operate fundraising activities and other activities for the benefit of students.

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

III.C.1. School-Sponsored Trips

Page 80 Recommend the Board of Education approve/ratify the following school-sponsored trips: Dickson ES, Litel ES, Rhodes ES, Briggs K-8, Ayala HS, and Chino Hills HS.

III.C.2. Revision of Board Policy 5123 Students—Promotion/Acceleration/Retention

Page 82 Recommend the Board of Education approve the revision of Board Policy 5123 Students—Promotion/Acceleration/ Retention.

III.D. FACILITIES, PLANNING, AND OPERATIONS

III.D.1. Purchase Order Register

Page 85 Recommend the Board of Education approve/ratify the purchase order register, provided under separate cover.

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

Page 86 Recommend the Board of Education approve/ratify the Agreements for Contractor/Consultant Services.

III.D.3. Surplus/Obsolete Property

Page 92 Recommend the Board of Education declare the District property surplus/obsolete and authorize staff to sell/dispose of said property.

III.D.4. CUPCCAA Bid 18-19-04I, Former El Rancho ES Plumbing Connections

Page 96 Recommend the Board of Education award CUPCCAA Bid 18-19-04I, Former El Rancho ES Plumbing Connections, to Pro-Craft Construction, Inc.

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

Page 97 Recommend the Board of Education approve the Notice of Completion for CUPCCAA Projects.

III.D.6. Change Order and Notice of Completion for Bid 17-18-11I, Canyon Hills JHS; Magnolia JHS; Ramona JHS; Townsend JHS; Woodcrest JHS; Ayala HS; Chino Hills HS; and Don Lugo HS Wireless Access Point Installation

Page 99 Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 17-18-11I, Canyon Hills JHS; Magnolia JHS; Ramona JHS; Townsend JHS; Woodcrest JHS; Ayala HS; Chino Hills HS; and Don Lugo HS Wireless Access Point Installation.

III.D.7. Rejection of Bids for 17-18-35F, Former El Rancho ES HVAC EMS Control

Page 102 Recommend the Board of Education reject the bids received for Bid 17-18-35F, Former El Rancho ES HVAC EMS Control.

III.D.8. Resolutions 2018/2019-08, 2018/2019-09, 2018/2019-10, and 2018/2019-11 for Authorization to Utilize Piggyback Contracts

Page 103

Recommend the Board of Education adopt Resolutions 2018/2019-08, 2018/2019-09, 2018/2019-10, and 2018/2019-11 for Authorization to utilize piggyback contracts.

III.D.9. Change Orders for Phase 3 Project Design and Construction of Energy Efficiency Measures 1 and 2 at Various Sites

Page 113

Recommend the Board of Education approve the change order for Phase 3 Project Design and Construction of Energy Efficiency Measures 1 and 2 at Various Sites.

III.D.10. Facilities Use Agreement with the American Red Cross

Page 120

Recommend the Board of Education approve the Facilities Use Agreement with the American Red Cross.

III.D.11. License Agreement Between Chino Valley Unified School District and Spectrum Center, Inc. for the Use of Real Property for the 2018/2019 School Year

Page 127

Recommend the Board of Education approve the license agreement between Chino Valley Unified School District and Spectrum Center, Inc. for the use of real property for the 2018/2019 school year.

III.D.12. Revision of Board Policy 3514 Business and Noninstructional Operations—Environmental Safety

Page 137

Recommend the Board of Education approve the revision of Board Policy 3514 Business and Noninstructional Operations—Environmental Safety.

III.D.13. Revision of Board Policy 3514.1 Business and Noninstructional Operations—Hazardous Substances

Page 143

Recommend the Board of Education approve the revision of Board Policy 3514.1 Business and Noninstructional Operations—Hazardous Substances.

III.E. HUMAN RESOURCES

III.E.1. Certificated/Classified Personnel Items

Page 147

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

III.E.2. New Job Description and Creation of the Position for Coordinator, Charter Schools

Page 159

Recommend the Board of Education approve the new job description and authorize the creation of the position for Coordinator, Charter Schools.

IV. INFORMATION

IV.A. ADMINISTRATION

IV.A.1. Revision of Bylaws of the Board 9310—Board Policies
Page 165 Recommend the Board of Education receive for information the revision of Bylaws of the Board 9310—Board Policies.

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

IV.B.1. Revision of Administrative Regulation 5126 Students—Awards for Achievement
Page 170 Recommend the Board of Education receive for information the revision of Administration Regulation 5126 Students—Awards for Achievement.

IV.B.2. Revision of Board Policy 6146.1 Instruction—High School Graduation Requirements
Page 178 Recommend the Board of Education receive for information the revision of Board Policy 6146.1 Instruction—High School Graduation Requirements.

IV.B.3. 2017/2018 Second Semester Student Expulsion Report
Page 185 Recommend the Board of Education receive for information the 2017/2018 Second Semester Student Expulsion Report.

IV.B.4. San Bernardino County Superintendent of Schools Williams Findings Decile 1-3 Schools Fourth Quarterly Report 2017/2018
Page 189 Recommend the Board of Education receive for information the San Bernardino County Superintendent of Schools Williams Findings Decile 1-3 Schools Fourth Quarterly Report 2017/2018.

V. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

VI. ADJOURNMENT

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
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DATE: August 16, 2018

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

SUBJECT: RESOLUTION 2018/2019-07 APPOINTMENT OF SUPERINTENDENT AS SECRETARY TO THE BOARD OF EDUCATION AND AFFIRMING RESPONSIBILITIES OF SUPERINTENDENT

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BACKGROUND

Board Bylaw 9122 requires the Board of Education to appoint the Superintendent to serve as Secretary to the Board. Further, Education Code Section 35161 authorizes the Board of Education to delegate to an officer or employee of the District any of the Board's powers or duties, provided that the Board retains ultimate responsibility over the performance of those powers or duties so delegated.

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

RECOMMENDATION

It is recommended the Board of Education appoint Superintendent Norm Enfield, Ed.D., as Secretary to the Board of Education and affirm responsibilities of Superintendent.

FISCAL IMPACT

None.

NE:pk

**Chino Valley Unified School District
Resolution 2018/2019-07
Appointment of Superintendent as Secretary to the Board of Education
and Affirming Responsibilities of Superintendent**

WHEREAS, Education Code Section 35161 authorizes the Governing Board to delegate to an officer or employee of the District any of the Board's powers or duties, provided that the Board retains ultimate responsibility over the performance of those powers or duties so delegated;

WHEREAS, Education Code Section 35035 establishes certain powers and duties of the Superintendent including service as Chief Executive Officer of the Governing Board;

WHEREAS, Board Bylaw 9122 requires the Board of Education to appoint the Superintendent to serve as Secretary to the Board,

NOW THEREFORE BE IT RESOLVED: The Board orders that Superintendent Dr. Norm Enfield shall be responsible for maintaining an accurate and complete record of all Board proceedings and shall:

1. Serve as Secretary to the Board of Education;
2. Prepare, distribute, and maintain the Board agenda;
3. Record, distribute, and maintain the Board minutes;
4. Maintain Board records and documents;
5. Submit to Board officers the correspondence addressed to them and conduct official correspondence for the Board;
6. As directed by the Board, sign and execute official papers; and
7. Perform other duties as assigned by the Board;

APPROVED, PASSED, AND ADOPTED by the Chino Valley Unified School District Board of Education on this 16th of August 2018 by the following vote:

Blair ____ Cruz ____ Feix ____ Na ____ Orozco ____

I, Pamela Feix, President of the 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 hold on said date.

Pamela Feix, President, Board of Education

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: August 16, 2018
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
SUBJECT: APPOINTMENT OF DISTRICT REPRESENTATIVE TO THE CITY OF CHINO COMMUNITY SERVICES COMMISSION

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BACKGROUND

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

The City of Chino Community Services Commissioner Bob Basile resigned in May 2018. Since Mr. Basile’s seat is appointed by the District, the District is being asked to appoint a commissioner to fill the vacancy for the remainder of the term until June 30, 2020.

The District issued a press release, posted a notice on the District website, posted numerous times on District social media including Facebook and Twitter, seeking applications for representatives to the Community Services Commission with an application deadline July 20, 2018. As a result, four persons have expressed their interest in the Commission seats including: Roberto Casas, Sharon Duran, Cecil John Howell, and Araceli Talavera.

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

RECOMMENDATION

It is recommended the Board of Education consider the applicants and appoint one District representative to the City of Chino Community Services Commission.

FISCAL IMPACT

None.

NE:pk

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: August 16, 2018
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
SUBJECT: PUBLIC HEARING REGARDING SYCAMORE ACADEMY OF CULTURAL ARTS AND SCIENCE-CHINO VALLEY CHARTER SCHOOL PETITION

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BACKGROUND

On July 19, 2018, Sycamore Academy of Cultural Arts and Science-Chino Valley submitted a charter school petition to the Chino Valley Unified School District.

California Education Code Section 47605 establishes the procedures and timelines for charter school petitions. California Education Code section 47605(b) requires the Board of Education to hold a public hearing to consider the level of support for the petition by teachers employed by the District, other employees of the District, and parents.

RECOMMENDATION

It is recommended the Board of Education conduct a public hearing regarding the Sycamore Academy of Cultural Arts and Science-Chino Valley charter school petition.

FISCAL IMPACT

None.

NE:pk

Chino Valley Unified School District

Our Motto:

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DATE: August 16, 2018

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Grace Park, Ed.D., Associate Superintendent, Curriculum, Instruction, Innovation, and Support
Luke Hackney, Director, Elementary Curriculum
Troy Ingram, Coordinator, Innovation and Creative Services

SUBJECT: PUBLIC HEARING REGARDING THE SUFFICIENCY OF INSTRUCTIONAL MATERIALS 2018/2019 AND ADOPTION OF RESOLUTION 2018/2019-12 FOR CAL AERO PRESERVE ACADEMY K THROUGH 6

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BACKGROUND

Education Code 60119 states the governing board of a school district shall hold a public hearing at which the board shall encourage participation by parents, teachers, members of the community interested in the affairs of the school district, and bargaining unit leaders.

Cal Aero Preserve Academy K through 6 operates as a year-round campus and for the 2018/2019 school year they opened their doors to begin instruction on July 6, 2018. A separate public hearing for sufficiency of instructional materials is being held for this school site in order to be compliant with Education Code 60119.

At this hearing a determination shall be made, through a resolution, as to whether each pupil has sufficient textbooks or instructional materials, or both, to use in class and to take home. These textbooks or instructional materials shall be aligned to the content standards pursuant to Education Code 60605 or 60605.8 in each of the following subjects, that are consistent with the content and cycles of the curriculum framework adopted by the state board in mathematics, science, history-social science, English language arts, including the English language development component of an adopted program, foreign language and health.

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

RECOMMENDATION

It is recommended the Board of Education conduct a public hearing regarding the Sufficiency of Instructional Materials 2018/2019 and adopt Resolution 2018/2019-12 for Cal Aero Preserve Academy K through 6.

FISCAL IMPACT

None.

NE:GP:LH:TI:rtr

**Chino Valley Unified School District
Resolution 2018/2019-12
Sufficiency of Instructional Materials**

WHEREAS, the Board of Education of the Chino Valley Unified School District, in order to comply with the requirements of Education Code 60119, held a public hearing on August 16, 2018, at 7:00 pm, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours;

WHEREAS, the Board provided at least 10 days' notice of the public hearing by posting it in at least three public places within the District stating the time, place, and purpose of the hearing;

WHEREAS, the Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing;

WHEREAS, information provided at the public hearing detailed the extent to which sufficient textbooks or instructional materials were provided to all students, including English learner, in the Chino Valley Unified School District;

WHEREAS, the definition of "sufficient textbooks or instructional materials" means that each student, including each English learner, has a standards-aligned textbook and/or instructional materials to use in class and to take home, which may include materials in a digital format but shall not include photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage;

WHEREAS, the definition of "sufficient textbooks or instructional materials" also means that all students who are enrolled in the same course within the Chino Valley Unified School District, have standards-aligned textbooks or instructional materials from the same adoption cycle;

WHEREAS, textbooks or instructional materials were provided to each student, including each English learner, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

English/Language Arts/English Language Development

- TK MacMillan/McGraw-Hill; Little Treasures (All Day National Kit, Read Aloud Big Books, Trade Books, plus additional components) 2012
- K-6 McGraw-Hill School Education; CA Reading Wonders ELA/ELD, 2017

Mathematics

- TK MacMillan/McGraw-Hill; Little Treasures (All Day National Kit, Read Aloud Big Books, Trade Books, plus additional components) 2012

- K-5 Pearson Scott Foresman; enVision Math, 2015
- 6-8 Houghton Mifflin & Harcourt, Big Ideas Math, Course 1, Course 2, and Course 3, 2015

History/Social Science

- TK MacMillan/McGraw-Hill; Little Treasures (All Day National Kit, Read Aloud Big Books, Trade Books, plus additional components) 2012
- K-5 Harcourt School Publishers; Reflections: California Series, 2007
- 6-8 Holt, Rinehart and Winston; Ancient Civilizations, 2006

Science

- TK MacMillan/McGraw-Hill; Little Treasures (All Day National Kit, Read Aloud Big Books, Trade Books, plus additional components) 2012
- K-5 Houghton Mifflin Company; Houghton Mifflin California Science, 2007
- 6 Pearson Scott Foresman; Earth Science, 2008

NOW, THEREFORE, BE IT RESOLVED that for the 2018/2019 school year, the Chino Valley Unified School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in all courses required by Education Code 60119.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 16th day of August 2018.

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: August 16, 2018
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations
**SUBJECT: FINAL FACILITIES MEMORANDUM OF UNDERSTANDING
BETWEEN THE CHINO VALLEY UNIFIED SCHOOL
DISTRICT AND ALLEGIANCE STEAM ACADEMY
CHARTER SCHOOL**

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BACKGROUND

On March 30, 2018, pursuant to the requirements of Education Code section 47614 and its implementing regulations, the District sent Allegiance STEAM Academy (“ASA”) charter school its Final Notification of Facilities Offered and Final Facilities Memorandum of Understanding (“MOU”).

On April 29, 2018, the ASA Board of Directors approved the Final Facilities MOU.

On July 19, 2018, ASA CEO/Principal Dr. Sebastian Cогnetta signed the Final Facilities MOU.

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

RECOMMENDATION

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

FISCAL IMPACT

Pursuant to the Final Facilities MOU, the District will charge ASA a supervisorial oversight fee at a rate of three percent (3%) of ASA’s revenue.

NE:GJS:pw

FINAL
FACILITIES MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CHINO VALLEY UNIFIED SCHOOL DISTRICT AND
ALLEGIANCE STEAM ACADEMY
2018-2019

THIS FACILITIES MEMORANDUM OF UNDERSTANDING (“Agreement”) is made by and between the Chino Valley Unified School District (“CVUSD” or “District”), a public school district organized and existing under the laws of the State of California, and Allegiance STEAM Academy-Thrive (“ASA”), a California non-profit public benefit corporation. The District and ASA may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, ASA is a non-profit public benefit corporation operating a grades TK-8 charter school conditionally granted by the Chino Valley Unified School District on December 14, 2017 for a term from July 1, 2018 to June 30, 2020;

WHEREAS, on October 30, 2017, ASA 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 2018-2019 school year;

WHEREAS, on or before February 1, 2018, pursuant to the requirements of Education Code section 47614 and its implementing regulations, the District offered to provide ASA with facilities sufficient to house ASA’s in-District students (“Preliminary Proposal”);

WHEREAS, on or before April 1, 2018, pursuant to the requirements of Education Code section 47614 and its implementing regulations, the District sent ASA its Final Notification of Facilities Offered, which provides ASA with facilities sufficient to house ASA’s in-District students (“Final Notification”);

WHEREAS, the parties agree that this Agreement is contingent upon ASA’s satisfaction of all the conditions enumerated in the January 15, 2018 CVUSD First Amended Resolution No. 2017-2018-34 and ASA’s full compliance with the January 15, 2018 First Amended Charter School Memorandum of Understanding between CVUSD and ASA.

WHEREAS, the District and ASA enter into this Agreement for ASA to use facilities (the “Premises”) located at 5862 C Street, Chino, California (formerly El Rancho Elementary) for the 2018-2019 school year **only**; and

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

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

NOW, THEREFORE, in consideration of the facilities use payments and of the covenants and agreements set forth to be kept and performed by ASA, the parties agree as follows:

1. Use of the Premises. The District agrees to allow ASA use of the Premises, for the sole purpose of operating the ASA educational program in accordance with ASA's charter petition.

ASA's right to use the Premises shall begin on July 15, 2018 and shall terminate on the expiration of this Agreement on June 30, 2019 (the "Term"). The agreed use of the Premises does not extend to any other use including the use of the Premises or the Premises' address by the operators of ASA's affiliates, other ASA non-profits, or any other entities. The District makes no guarantee or representation that the Premises will be available for any additional term beyond the current Term. The District retains all rights, including the right to move ASA in the future in conformity with the law.

A. Use. As depicted in Attachment "1," the facilities to be provided by the District to ASA for ASA's use for the Term include the following:

- i. Sixteen (16) classrooms: two (2) classrooms for TK/K students (Rooms 1, 2) and fourteen (14) classrooms for first through eighth grade students (Rooms 3 – 16);
- ii. Four (4) classrooms for an art room, psychologist/counseling room, resource specialist room, and speech room (Rooms 17 – 20),
- iii. Multipurpose Room ("MPR"), including kitchen/cafeteria;
- iv. Science Lab;
- v. Administrative Office Building, including nurse station, and additional office space;
- vi. Athletic Fields, Play Area, Asphalt Play Area;
- vii. Kindergarten Play Area, Kindergarten Asphalt Play Area;
- viii. Custodial rooms;
- ix. Restrooms (Four (4) boys restrooms, four (4) girls restrooms, one (1) unisex staff restroom, nine (9) single use restrooms);
- x. Parking lot, Pick-up/Drop-off Area;
- xi. Storage;
- xii. Outside covered lunch area;

NE: _____
AV: 

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

- xiii. Two Regulation Basketball Courts with removable volleyball net;
- xiv. Locker rooms;
- xv. Serving kitchen; and
- xvi. Teacher lounge.

B. Reversion to District. Upon the termination or expiration of this Agreement by its terms, the right to use and occupation of the Premises and the facilities and District equipment thereon, if any, shall revert to the District, unless the Parties mutually negotiate a successor agreement, regarding ASA's continued use of the Premises for ASA's educational program. Upon termination of this Agreement, the District shall recoup the full rights and benefits of its ownership of the Premises, including, but not limited to, possession and use of the Premises for District programs and services.

C. Civic Center Act. ASA shall have primary use of the space allocated to ASA for the operation of its educational program pursuant to the ASA 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 and/or any joint use or recreational program use that has been deemed appropriate by the District. ASA shall direct all individuals requesting Civil Center Act, joint use or recreational program use to contact the District to request the use of ASA's school facilities.

D. One Physical Location/Site. Pursuant to Education Code section 47605, a petition for the establishment of a charter school shall identify a single charter school that will operate within the geographic boundaries of a school district. A charter school may propose to operate at multiple sites within the school district, as long as each location is identified in the charter school petition. ASA shall not establish any additional physical locations and/or sites beyond the Premises.

E. Full and Complete Satisfaction. ASA agrees that the provision of the Premises pursuant to this Agreement constitutes full and complete satisfaction of the District's obligation to provide facilities, including furnishings and equipment, to ASA under Education Code section 47614 and the Proposition 39 regulations for the Term. ASA agrees that, by accepting the Premises, ASA certifies that the District has fully and completely satisfied the District's obligation to provide facilities, including furnishings and equipment, to ASA under Education Code section 47614 and all Proposition 39 implementing regulations for the Term. ASA waives and forever releases the District regarding any allegation that the District has taken action to impede ASA from expanding its enrollment to meet pupil demand for the Term. Furthermore, ASA waives any rights it may have to subsequently object to the District's perceived failure to offer facilities, including furnishings and equipment, in accordance with applicable law and waives any rights it may have to challenge those aspects of the District's offer of facilities, including furnishings and equipment, that ASA believes violate the substantive or procedural requirements of Proposition 39 and its implementing regulations for the Term.

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FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

F. Enrollment. The parties agree that during the Term of this Agreement ASA's enrollment shall be consistent with the enrollment set out at page 28 of ASA's charter petition.

G. Furnishings and Utilities. All facilities, furnishings, and equipment provided to ASA shall remain the property of the District, and shall be used for the sole purpose of operating ASA's educational program. During the Term of this Agreement, ASA shall request repair of facilities, furnishings and equipment (including, but not limited to desks, chairs, library books, 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. The District shall secure all necessary utility services (such as water, sewer, power, gas, pest and insect control, security monitoring/alarm, internet, telephone, cable, etc.) and bill ASA for 100% of all utility costs during the 2018-2019 school year.

H. Allocation of Facilities. Pursuant to the requirements of Proposition 39, the allocation of classrooms and space at the Premises to ASA is based upon an assumption of 414.20 in-District ADA for the 2018-2019 school year. In the event that the space allocated to ASA has been "overallocated" in accordance with 5 C.C.R. § 11969.8, ASA shall reimburse the District accordingly. As required under 5 C.C.R. § 11969.9(l), ASA must report actual ADA to the District every time that ASA reports ADA for apportionment purposes. The reports must include in-District and total ADA and in-District and total classroom ADA. ASA must maintain records documenting the data contained in the reports. These records shall be available on request by the District. Additionally, the District may request backup documentation confirming ASA's in-District ADA in a manner that is reasonably acceptable to the District at any time.

2. Fees.

A. The District shall provide ASA with "substantially rent free" facilities for the Term of this Agreement and shall charge ASA a supervisory oversight fee at a rate of three percent (3%) of the ASA's revenue pursuant to Education Code section 47613(b).

B. The District shall invoice ASA for the 3% oversight fee payable under Education Code section 47613 quarterly on September 30, 2018, December 30, 2018, March 31, 2019 and May 30, 2019. Payment from ASA to the District will be due in 15 calendar days from the date of the invoice.

3. Maintenance. All facilities provided to ASA shall remain the property of the District. The ongoing operations and maintenance of the facilities shall be the responsibility of the District. The District shall also be responsible for "deferred maintenance" of the Premises.

For purpose of this section, deferred maintenance projects shall be those that are major in scope and 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 ASA 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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FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

ASA shall be responsible for all custodial services. ASA shall perform custodial services in a manner equivalent to those performed at other District school sites. Should ASA neglect or fail to perform custodial services consistent with current District policy and practice, the District reserves the right to provide custodial services and to charge ASA reasonable costs for such services.

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

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

4. Installation of Improvements by ASA. ASA shall not construct or install any improvements (as defined in California Civil Code section 8050(a)) on the Premises or otherwise alter the Premises in any way without the prior written consent of the District, and if required, the Division of the State Architect ("DSA"). Any construction or installation of improvements that implicate any fire and buildings code standards for occupancy, special hazards, means of egress, exit doors, illumination, fire doors, self-closing devices, electrical systems, and clearance, and all other applicable fire and building code standards requires prior inspection and approval by the Chino Valley Fire Department. The District's approval of any improvements, including the construction schedule, work hours, and modification, shall be at the District's sole and absolute discretion, and the District may disapprove of such improvements for any reason. Unless otherwise specified in this Agreement, in each case where prior written consent of the District is required under Section 4 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. Contractors retained by ASA with respect to the construction or installation of improvements shall be fully licensed and bonded as required by California law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with the District's construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all applicable laws including, but not limited to state and local building codes, fire codes, fingerprinting requirements and prevailing wage laws. The District or the District's agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the Premises and to inspect the work. ASA shall indemnify, defend, and hold harmless the District, its directors, officers and employees or contractors 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 improvements be paid prevailing wages.

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FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

ASA shall deliver to the District, promptly after ASA's receipt thereof, originals or, if originals are not available, copies of any and all of the following instruments and documents pertaining to any testing, construction, repair or replacement of improvements on the Premises: (a) plans and specifications for the subject improvements, (b) test results, physical condition and environmental reports and assessments, inspections, and other due diligence materials related to the subject improvements, (c) permits, licenses, certificates of occupancy, and any and all other governmental approvals issued in connection with the subject improvements, (d) agreements and contracts with architects, engineers, and other design professionals executed with respect to the design of the subject improvements, (e) construction contracts and other agreements with consultants, construction managers, general and other contractors, and equipment suppliers pertaining to the construction, repair or replacement, as the case may be, of the subject improvements and (f) all guaranties and warranties pertaining to the construction, repair or replacement, as the case may be, of the subject improvements.

ASA shall not permit any liens or claims to stand against the Premises for labor or material furnished in connection with any work performed by ASA. Upon reasonable and timely notice of any such lien or claim delivered to ASA by the District, ASA may bond and contest the validity and the amount of such lien, but ASA shall immediately pay any judgment rendered, shall pay all proper costs and charges, and shall have the lien or claim released at ASA's sole expense. Additionally, ASA shall not use or operate any improvements until the project is closed-out and certified by the DSA, if applicable, and/or final approval is received from any applicable agency. ASA shall provide evidence of close-out and certification or approval, in a form reasonably acceptable to the District.

A. Signs. ASA shall, at ASA's sole cost, have the right to place one sign on the Premises stating ASA's charter school name and other pertinent information, a sign indicating the main office of ASA, and other directional signs as appropriate, provided ASA obtains the prior written approval and consent of District. The signage shall not require any improvements to the Site in order to erect such signage. Any signs shall be in compliance with any District standards and ASA's receipt of any applicable permits and approvals required under any municipal or other governmental laws, ordinances, rules or regulations. Throughout the Term of the Agreement, ASA shall, at its sole cost and expense, maintain all of its signage and all appurtenances in good condition and repair. At the termination of the Agreement, ASA shall remove all signs which it has placed on the Premises, and shall repair any damage caused by the installation or removal of ASA's signs.

B. Same Condition as Received. Upon the expiration or earlier termination of this Agreement, ASA shall restore and surrender the Premises in the same condition as received, unless otherwise directed by the District. ASA shall be financially liable for any damage or excessive wear and tear to the Premises. No fixtures as defined by California Civil Code section 660 shall be removed by ASA.

C. Compliance with District Policies. ASA shall comply with all CVUSD Board policies regarding the operations and maintenance of the Premises and the furnishings and equipment provided by the District.

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FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

5. Security. The Parties acknowledge that the District is responsible for ensuring the security of the Premises through security systems and devices, including, but not limited to, locks, gates, and, at the District's option, a monitored security system. ASA is required at all times to maintain the security of the Premises by the proper use of all such security systems and devices. ASA is strictly prohibited from changing, modifying or installing any locks and keys or padlocks. If the District programs any new alarm codes, or changes or installs any locks, keys or padlocks, within five (5) working days after any new alarm codes, locks or keys have been changed or added, the District shall provide new alarm codes, locks or keys to ASA. Upon expiration or termination of the Term of this Agreement, the District shall rekey all locks at the Premises to the specifications of the District.

6. Condition of Subject Property. The District is not aware of any defect in or condition of the Premises that would prevent ASA's use for ASA's purposes. The District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the Premises that calls into question the appropriateness or sufficiency of the Premises for their intended purpose. ASA, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to ASA's use and occupancy of the Premises including, without limitation, those relating to health, safety, noise, environmental protection, zoning compliance and approvals, waste disposal, water and air quality compliance, building codes, fire codes, and environmental laws including asbestos, lead, etc., directly triggered by ASA's use of the Premises or any alterations, additional, improvements, or modifications to the Premises made by ASA.

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

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

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

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FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

pollution. If ASA fails to take steps to clean the property(ies) or otherwise fails to comply with any requirements regarding the clean-up, remediation, removal, response, abatement or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, or fails to pay any legal, investigative, and monitoring costs, penalties, fines and disbursements assessed, the District reserves the right to take over the required actions and to take all necessary steps to recoup any and all costs associated therewith from ASA.

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

7. **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.

8. **Insurance.**

A. The ASA Board shall ensure that ASA retains appropriate property and liability insurance coverage from an insurance carrier licensed to do business in the State of California or a qualified joint power authority registered with the California Department of Industrial Relations, rated as A.M. Best A-, VII or better at all times. During the Term of this Agreement, ASA shall obtain and keep in effect liability coverage as follows:

i. **Property Insurance** - against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring all of ASA's trade fixtures, furnishings, equipment, and other personal property. The property policy shall include an "extra expense" coverage and shall be in an amount not less than 100% of the replacement value. The property insurance policy shall have a limit of not less than twenty-five million dollars (\$25,000,000).

ii. **General Liability Insurance** - in an amount not less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in total general liability insurance for bodily injury arising out of or connected to ASA's premises and operations.

1. ASA's policy shall include or be endorsed to include abuse and molestation coverage of no less than three million dollars (\$3,000,000) per occurrence.

2. The policy shall include an additional insured endorsement equivalent in scope to ISO form CG 20 10 or CG 20 26 naming the District, its Board, officials, employees, and agents as additional insureds.

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FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

3. This policy shall be endorsed with the insurer's waiver of its rights of subrogation against the District.
- iii. **Excess Liability Insurance** – ASA must maintain an excess liability policy in an amount not less than twenty-five million dollars (\$25,000,000) per occurrence and twenty-five million dollars (\$25,000,000) in the aggregate, in excess of the general liability insurance, employer's liability, automobile liability, workers' compensation, crime liability, cyber liability, fiduciary liability, and errors and omissions insurance.
- iv. **Workers' Compensation Insurance and Employer's Liability Insurance** – ASA shall maintain Workers' Compensation Insurance as required by the California Labor Code. ASA must also maintain Employer's Liability Insurance in amounts not less than one million dollars (\$1,000,000) per accident for bodily injury, one million dollars (\$1,000,000) per bodily injury by disease, and one million dollars (\$1,000,000) in the aggregate. The policy shall be endorsed with the insurer's waiver of its rights of subrogation against the District.
- v. **Fiduciary Liability Insurance** – ASA shall maintain fiduciary liability insurance in an amount not less than five million dollars (\$5,000,000).
- vi. **Automobile Liability Insurance** – for all owners, non-owned, borrowed, leased or hired automobiles in an amount not less than one million dollars (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including: blanket contractual, broad form property damage, products/completed operations; and personal injury.
- vii. **Crime** – ASA shall maintain crime insurance in an amount not less than five million dollars (\$5,000,000) in aggregate, with no self-insured retention, to cover all ASA employees who handle, process, or otherwise have responsibility for ASA charter fund, supplies, equipment, or other assets.
- viii. **Cyber Liability Insurance** – ASA shall maintain cyber liability insurance with limits not less than two million dollars (\$2,000,000) in the aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Charter School employees and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringements of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- ix. **Errors and Omissions** - in the amount not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) in aggregate

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covering educators legal liability and employment practices legal liability coverage of the governing corporate entity, its governing Board of Directors, officers, agents, or employees of ASA with limits of not less than the amounts stated above.

- B. Each policy required above shall be endorsed to name the District and its employees and agents as additional insured and that such insurance policies shall be primary and any insurance or self-insurance maintained by District and/or its employees shall to be required to contribute with it.
- C. The District may, at its discretion, require additional coverage or additional limits based upon the nature of the services provided. Any waiver or modification of these insurance requirements can only be made with the prior written approval of the Superintendent or his or her designee.
- D. The coverage and limits required hereunder shall not in any way limit the liability of ASA nor are the insurance requirements herein intended to represent adequate or sufficient coverage for ASA's risks hereunder.
- E. ASA shall not be allowed to occupy the Premises until it has provided all required insurance documentation.

F. **Insurance Policies.** The aforementioned minimum limits of policies shall in no event limit the liability of ASA hereunder. No such policy shall be cancelable or subject to reduction of coverage or other modification or cancellation except after thirty (30) calendar days prior written notice to the District by the insurer. ASA shall, at least twenty (20) calendar days prior to the expiration of all such policies, furnish the District with renewals or binders. ASA agrees that if ASA does not take out and maintain such insurance, then the District may (but shall not be required to) procure said insurance on ASA's behalf and charge ASA the premiums and may recover reasonable administrative costs for procuring such insurance. ASA shall have the right to provide such insurance coverage pursuant to blanket policies obtained by ASA, provided such blanket policies expressly afford coverage to the Premises and to ASA, as required by this Agreement. The Parties agree that self-insurance through a Joint Powers Authority shall satisfy ASA's obligations under this section.

G. **Waiver of Subrogation.** The District and ASA each hereby waive any and all rights of recovery against the other or against the officers, employees, agents, and representatives of the other, on account of loss or damage occasioned to such waiving party or its property or the property of others under its control to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which may have in force at the time of such loss or damage. ASA shall, upon obtaining the policies of insurance required under this Agreement, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Agreement.

9. **Indemnification.** With the exception of any liability, claims, or damages caused by the negligence or willful misconduct of the District, ASA shall indemnify, hold harmless and defend

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FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

the District, its trustees, officers, employees and agents against and from any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District, its trustees, officers, employees and agents, 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, ASA's use of the Premises or from the conduct of business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by ASA in or about the Premises. ASA's obligation to defend the District and the other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

10. Damage and Destruction of Facilities.

A. Partial Damage. If the Premises are damaged by any casualty which is covered by applicable insurance, and ASA still has access to at least sixty percent (60%) of the usable classroom space, then the Premises shall be restored provided insurance proceeds are available to pay for the costs of restoration, and provided such restoration can be completed within one hundred twenty (120) 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. The District shall provide ASA temporary housing on the Premises, or another school site that is near to the Premises for any part of ASA's program that is displaced by the partial damage and/or the repair work of the same. The District shall charge ASA a pro-rata share of costs for the temporary property if ASA is located at a property other than the Premises.

B. Total Destruction. If the Premises are totally destroyed (defined as the destruction of more than forty percent (40%) of the usable classroom space), or the Premises cannot be restored as required herein, notwithstanding the availability of insurance proceeds, then this Agreement shall be terminated effective the date of the damage. The District will provide a school facility to ASA as soon as possible thereafter so as to minimize any interruption in the educational program of ASA.

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 in the Premises by ASA. ASA may restore or replace same if damaged. ASA shall have no claim against the District for any damage suffered by reason of any such damage, destruction, repair, or restoration.

11. Default and Remedies

A. Default by ASA. The occurrence of any of the following shall constitute a material default and breach of this Agreement by ASA:

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FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

- i. Any failure by ASA to make payments required to be paid hereunder, where such failure continues for thirty (30) calendar days after written notice by the District to ASA;
- ii. The abandonment or vacation of the Premises by ASA where such abandonment or vacation of the Premises continues for thirty (30) calendar days after written notice by the District to ASA;
- iii. A failure by ASA to observe and perform any provision of this Agreement to be observed or performed by ASA, where such failure continues for thirty (30) calendar days after written notice thereof by the District to ASA; unless, however, the nature of the default is such that the same cannot reasonably be cured within said 30-day period. ASA shall not be deemed to be in default if ASA shall within such period commence such cure and thereafter diligently prosecute the same to completion.
- iv. The making by ASA of any general assignment or general arrangement for the benefit of creditors; the filing by or against ASA a petition to have ASA adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against ASA, the same is dismissed within sixty (60) calendar days); the appointment of a trustee or receiver to take possession of substantially all of ASA's assets located at the Premises or of ASA's interests in this Agreement, where possession is not restored to ASA within thirty (30) calendar days; or the attachment execution or other judicial seizure of substantially all of ASA's assets located the Premises or of ASA's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.
- v. Termination of ASA's charter by the CVUSD Board of Education for failure to timely satisfy all conditions of Chino Valley Unified School District's January 15, 2018 First Amended Resolution No. 2017/2018-34 Conditionally Granting Allegiance STEAM Academy Thrive Charter School Petition and the January 15, 2018 First Amended Memorandum of Understanding Between the Chino Valley Unified School District and Allegiance STEAM Academy.
- vi. Revocation of ASA's charter by the Chino Valley Unified School District Board of Education, or cessation of ASA's educational program for any reason, except that if the revocation proceedings are based on Education Code section 47607(c)(1) or (2) and ASA has filed an appeal of the revocation decision, ASA may continue to occupy the Premises through the determination of the appeal subject to the terms of this Agreement.

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FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

- vii. The failure by ASA to utilize the Premises for the sole purpose of operating a charter school and for no other purpose as authorized by this Agreement.

B. Remedies. If ASA commits any such material default or breach, then the District may, at any time thereafter without limiting the District in the exercise of any right or remedy at law or in equity which the District may have by reason of such default or breach:

- i. Maintain this Agreement in full force and effect and recover use payments and other monetary charges as they become due, without terminating ASA's right to possession irrespective of whether ASA shall have abandoned the Premises.
- ii. Terminate ASA's right to possession of the Premises by written notice to ASA, in which case this Agreement shall terminate and ASA shall immediately surrender possession of the Premises to the District. In such event the District shall be entitled to recover from ASA all damages incurred by the District by reason of ASA's default.

C. Default by the District. The District shall not be in default unless the District fails to perform obligations required of the District within a reasonable time, but in no event later than thirty (30) calendar days after written notice by ASA to the District specifying wherein the District has failed to perform such obligations; provided however, that if the nature of the District's obligation is such that more than 30 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. In the event of default by the District, ASA may pursue all remedies available by law.

12. Fingerprinting. ASA shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1 for all ASA employees, contractors, vendors, agents and other individuals ASA allows on the Premises. The District will ensure compliance with all applicable fingerprinting and criminal background investigation requirements for any employees, contractors, vendors, agents or other individuals the District sends to the Premises.

13. Access. ASA shall permit District, its agents, representatives or employees, to enter upon the Premises for the purpose of inspecting same or to make repairs, alterations, or additions to any portion of the Premises. The District shall attempt to give reasonable notice where practicable but shall not be obligated to do so in the event of emergency or imminent threat to health or safety of occupants, or if the District's access is for purposes of meeting the District's oversight obligations.

14. 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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Chino Valley Unified School District's March 30, 2018 Final Notification of Facilities For The 2018-2019 School Year In Response To The Allegiance STEAM Academy-Thrive Charter School's October 30, 2017 Proposition 39 Facilities Request

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 ASA:

Allegiance STEAM Academy Charter School
P.O. Box 2414
Chino, CA 91708
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.

15. Compliance with All Laws. ASA shall comply with all requirements of all governmental authorities, in force either now or in the future, affecting the Premises, and shall faithfully observe in ASA's use of the Premises all laws, regulations and ordinances of these 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. ASA acknowledges that the California Environmental Quality Act ("CEQA") may require the District to undertake certain studies and/or seek certain exemptions with regard to any projects described herein. ASA acknowledges that obtaining CEQA approval for a project may cause delays and/or require that a project be modified or abandoned. ASA waives any claims against the District regarding delays, modifications or abandonment of a project or use due to any inability to meet CEQA requirements.

B. Hazardous Materials. ASA shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Premises and any improvements by ASA or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office, classroom and janitorial supplies (which shall be used and stored in strict compliance with Environmental Laws). ASA shall at all times comply 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 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

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FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

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

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

16. Neighborhood Issues.

A. It shall be the responsibility of ASA to make continuing efforts to maintain control and supervision of all of its students, staff, parent volunteers and other invitees at all times, and to implement rules of conduct for all students, staff, parent volunteers and other invitees while on the Premises. ASA shall ensure that its students are adequately supervised at all times during the school day, and during after school hours or weekends when students are participating in school-related activities.

NE: _____
 AV: sc

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

B. So as to minimize the impacts of ASA's operations on the neighborhoods surrounding 5862 C Street, Chino, California, ASA agrees to do the following:

- i. ASA shall take continuing action to ensure that all ASA staff, students and all visitors (including parents) observe all California traffic laws in accessing, parking at or nearby, and exiting the Premises. ASA also agrees to take continuing action necessary to ensure that all student drop-off and pick-up activities occur solely in designated areas located on the Premises.
- ii. ASA shall forward copies of all written comments and complaints received by ASA regarding use of the Premises to the District within five (5) business days of receipt. ASA shall, in consultation with the District, timely respond to all comments and complaints, and shall provide copies of responses to all comments and complaints to the District within five (5) business days of ASA's response.
- iii. ASA will work with the District to develop directives to monitor the impacts that ASA's operations have on the surrounding neighborhoods, by receiving and responding to comments from affected neighbors in a timely manner. Upon request by the District, ASA will provide written results of ASA's monitoring to the District.


17. Subcontract and Assignment. ASA shall not assign or sublet this Agreement or any rights, benefits, liabilities and obligations hereunder, to any person or business entity without the District's express written consent, which consent shall be granted at the District's sole and absolute discretion and, if granted, may be conditioned or delayed.

18. 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.

19. Entire Agreement of Parties. This Agreement, together with its attachments, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written, regarding ASA's use of the Premises and/or other District facilities. In the event of a conflict between this Agreement and the ASA charter, this Agreement shall control. This Agreement may be amended or modified only by a written instrument executed by the Parties.

20. 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 maintained in San Bernardino County, California. The Parties expressly understand and agree that this Agreement is not intended by the Parties, nor shall

NE:

AV: 

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

it be legally construed, to convey a leasehold, easement, or other interest in real property. ASA acknowledges that a license is a valid form of agreement and shall not contest the validity of the form of this Agreement in any action or proceeding brought by ASA against the District, or by the District against ASA. Should either Party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other Party's failure or refusal to perform or fulfill any of the covenants or conditions of this Agreement on its part to be performed or fulfilled, the parties agree that the legal rules and principles applicable to licenses shall govern any such action or proceedings.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. Incorporation of Recitals and Attachment. The Recitals and Attachment 1 attached hereto are incorporated herein by reference.

27. Board Approval. This Agreement shall become effective upon approval by the District's Governing Board.

28. Scanned/Electronic Signatures. This Agreement may be executed and 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.

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

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

NE: _____
AV: SA

Chino Valley Unified School District's March 30, 2018 Final Notification of Facilities For The 2018-2019 School Year In Response To The Allegiance STEAM Academy-Thrive Charter School's October 30, 2017 Proposition 39 Facilities Request
FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on August 16
2018.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

By _____
Norm Enfield, Ed.D. Date
Superintendent

ALLEGIANCE STEAM ACADEMY

By  _____ 7/19/28 Date
Dr. Sebastian Cогnetta
Chief Executive Officer

NE: _____
AV: ae

Chino Valley Unified School District's March 30, 2018 Final Notification of Facilities For The 2018-2019 School Year In Response To The Allegiance STEAM Academy-Thrive Charter School's October 30, 2017 Proposition 39 Facilities Request

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

Approved and ratified on August 16, 2018 by the Chino Valley Unified School District Board of Education by the following vote:

AYES: _____

NOES: _____

Abstentions: _____

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

Approved and ratified on April 29, 2018 by the Allegiance STEAM Academy Board of Directors by the following vote:

AYES: 4

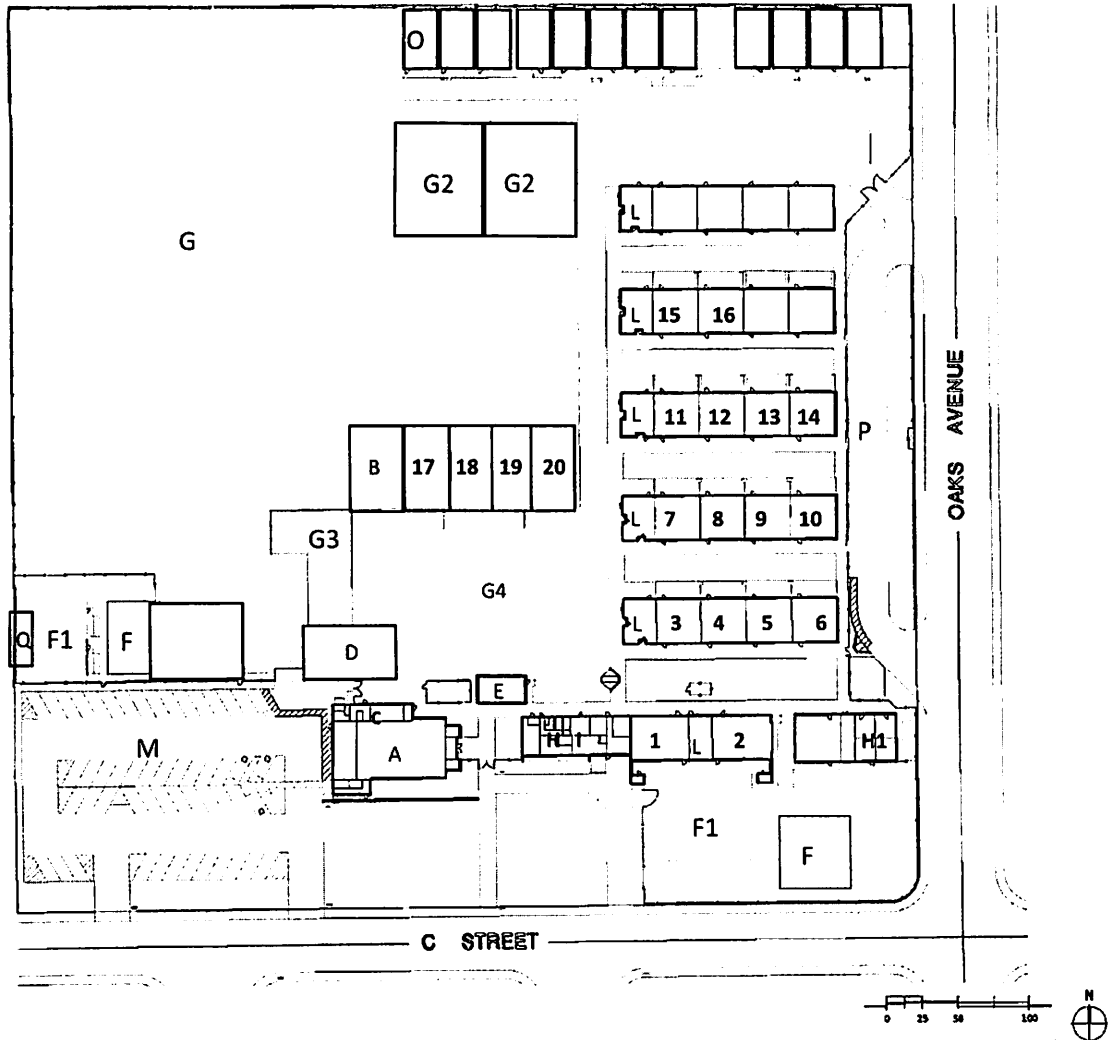
NOES: 0

Abstentions: _____

Name: Andrew Vestey
Title: Board Chairman

NE: _____
AV: SE

SITE PLAN – EL RANCHO SCHOOL SITE



- ASA's Allowed Facility Use**
- 20 Classrooms (TK and K students: Rooms 1, 2; 1st - 8th grade students: Rooms 3 – 16; other classrooms: Rooms 17 - 20)
 - MPR (A)
 - Science Lab (B)
 - Kitchen (C)
 - Outdoor Covered Lunch Area (D)
 - Teacher's Lounge (E)
 - Kindergarten Play Area (F), Kindergarten Asphalt Play Area (F1),
 - Athletic Fields (G), 2 Regulation Basketball Courts (G2), Play Area (G3), Asphalt Play Area (G4)
 - Administrative Office Building, including nurse station (H), Additional Office Space (H1)
 - Staff Workroom (I)
 - Restrooms (L) (Four (4) boys restrooms, four (4) girls restrooms, one (1) unisex staff restroom, nine (9) single use restrooms)
 - 52 Parking Spaces (M)
 - Locker Rooms (O)
 - Pick-up/Drop-off (P)
 - Storage (Q)

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: August 16, 2018
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations
**SUBJECT: COMPUTER NETWORK AND INTERNET SERVICES
MEMORANDUM OF UNDERSTANDING BETWEEN THE CHINO
VALLEY UNIFIED SCHOOL DISTRICT AND ALLEGIANCE
STEAM ACADEMY CHARTER SCHOOL**

=====

BACKGROUND

The District must provide reasonably equivalent facilities at the former El Rancho ES site to the Allegiance STEAM Academy (“ASA”) Charter School pursuant to the requirements of Education Code section 47614 and its implementing regulations.

As part of the District’s obligations to provide reasonably equivalent facilities, the District is providing a reasonably equivalent “Computer Network” for the former El Rancho ES site.

A “Computer Network and Internet Services” Memorandum of Understanding (“Computer Network MOU”) has been prepared by the District to set forth the terms and conditions of the District’s provision of the ASA Charter School’s use of the District’s computer network and internet services at the former El Rancho ES site.

On August 5, 2018, the ASA Board of Directors agendized, approved, and signed the approval of the Computer Network and Internet Services MOU.

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

RECOMMENDATION

It is recommended the Board of Education approve the Computer Network and Internet Services Memorandum of Understanding between the Chino Valley Unified School District and Allegiance STEAM Academy Charter School.

FISCAL IMPACT

None.

**CHINO VALLEY UNIFIED SCHOOL DISTRICT'S
COMPUTER NETWORK AND INTERNET SERVICES
MEMORANDUM OF UNDERSTANDING**

This Chino Valley Unified School District Computer Network and Internet Services Memorandum of Understanding (“Computer Network and Internet Services MOU”) is made and entered on this ___ day of August, 2018 by and between the Chino Valley Unified School District (“District” and “CVUSD”), a public school district, and Allegiance STEAM Academy, Inc. (“Charter School”), a nonprofit public benefit corporation, collectively referred to herein as the “the Parties.”

RECITALS

WHEREAS, the District is the charter-authorizing entity for the Charter School, pursuant to the Charter Schools Act (Education Code sections 47600 *et seq.*), responsible for oversight of the Charter School;

WHEREAS, Charter School is a non-profit public benefit corporation operating a grades TK-8 charter school conditionally granted by the District for a term from July 1, 2018 to June 30, 2020;

WHEREAS, the District provided reasonably equivalent Proposition 39 facilities to the Charter School pursuant to the requirements of Education Code section 47614 and its implementing regulations;

WHEREAS, Charter School is to be located at the former “El Rancho” school site, 5862 C Street, Chino, California for the 2018-2019 school year;

WHEREAS, the Parties agree that the District’s responsibilities under this Computer Network and Internet Services MOU are contingent upon Charter School’s satisfaction of all conditions enumerated in the January 15, 2018 CVUSD First Amended Resolution No. 2017-2018-34 and Charter School’s full compliance with the January 15, 2018 First Amended Charter School Memorandum of Understanding (“MOU”) between CVUSD and Charter School;

WHEREAS, pursuant to Section 1.5 of the District’s First Amended Charter School MOU, to the extent that Charter School wishes to contract with the District for any computer network or internet services beyond those specified in this First Amended Charter School MOU, a separate written contract with the District shall be required;

WHEREAS, the District and the Charter School desire to set forth the terms and conditions for the District’s provision of and the Charter School’s use of the District’s computer network at the District’s school site.

NOW THEREFORE, the Parties hereto agree as follows:

1. Purpose of Computer Network and Internet Services MOU

- 1.1.** The purpose of this Computer Network and Internet Services MOU is to define the District's provision of and the Charter School's use of the District's computer network at the District's school site, subject to certain conditions enumerated in this MOU.
- 1.2.** This Computer Network and Internet Services MOU when signed evidences that the District has fully complied with any and all obligations to provide reasonably equivalent facilities, under Education Code section 47614 and California Code of Regulations, Title 5, section 11969.2(e), to Charter School, using CVUSD's Cal Aero Preserve Academy and Briggs Fundamental School as comparison group schools.

2. Definition of the District's Provision of the Computer Network

- 2.1.** A reasonably equivalent "Computer Network" for the El Rancho school site includes the District providing wireless internet (including access points and contracted services via Spectrum Internet), network infrastructure (including switches, fiber runs, cabling, fiberboards, intermediate distribution frames), a firewall, and an operational phone and intercom system.
- 2.2.** A reasonably equivalent Computer Network does not include the District providing any servers.
- 2.3.** The Computer Network is and shall remain at all times the property of the District.
- 2.4.** The Computer Network is not provided by the District to be used by the Charter School as a public, student, or employee forum.

3. Term and Termination

- 3.1.** This Computer Network and Internet Services MOU shall cover a term commencing on August 17, 2018, and ending on June 30, 2019 ("Term").
- 3.2.** Charter School shall comply with all provisions of this MOU during the Term.
- 3.3.** This Computer Network and Internet Services MOU shall automatically terminate if one or more of the following occurs: the CVUSD Board of Education determines by CVUSD Resolution at a duly noticed CVUSD Board of Education meeting that the Charter School failed to comply any of the conditions enumerated in the First Amended Charter School MOU; the CVUSD Board of Education determines that Charter School violated any terms or provisions of the October 16, 2017 Allegiance STEAM Academy-Thrive charter; the CVUSD Board of Education determines that the Charter School failed to comply with any terms of this MOU; the CVUSD Board of Education determines that Charter School's charter is revoked; or if Charter School closes for any reason.

3.4. Upon termination of this MOU for any reason, Charter School's access to the Computer Network shall immediately cease.

4. Permitted Use

4.1. The District grants Charter School the right to use the Computer Network only for legitimate Allegiance STEAM Academy charter school business and educational purposes.

4.2. The Computer Network shall not be used for any purpose related to Allegiance STEAM Academy charter school business with any Charter Management Organization.

4.3. Charter School's right to use the Computer Network during the Term is subject to the following provisions set forth in 4.3 – 4.18:

4.4. **Acceptable Use and Internet Safety Policy.** Charter School's Board shall develop and approve an Acceptable Use and Internet Safety Policy for Charter School employees, students, and other persons, and submit it to the District. If Charter School receives discounts for Internet access or internal connections through an E-Rate program, then Charter School shall comply with all requirements of the Children's Internet Protection Act (47 CFR 54.520) in developing the Acceptable Use and Internet Safety Policy.

4.4.1. Charter School shall require all employees, students, and other persons to sign and agree to the Charter School's Acceptable Use and Internet Safety Policy.

4.4.2. The Computer Network shall be used only by Charter School employees, students, and other persons who have agreed to comply with Charter School's Acceptable Use and Internet Safety Policy.

4.4.3. Charter School will offer student access to the Internet and access to the Computer Network only for educational purposes that supports the educational mission of Charter School.

4.5. **Technology Plan.** Charter School's Board of Directors shall prepare and approve a Technology Plan, and submit it to the District. The Technology Plan shall address for the duration of the Term of this MOU, at a minimum:

4.5.1. Appropriate and ethical use of information technology in the classroom;

4.5.2. Internet safety;

4.5.3. An anti-plagiarism policy for students and Charter School employees, which defines academic dishonesty, plagiarism, and delineates the manner in which to

avoid committing plagiarism, and consequences of academic dishonesty and plagiarism;

4.5.4. The concept, purpose, and significance of a copyright so that students are equipped with the skills necessary to distinguish lawful from unlawful online downloading;

4.5.5. The implications of illegal peer-to-peer network file sharing.

4.6. Domain Policies and Procedures. Charter School shall be responsible for creation of domain policies and procedures.

4.7. Passwords. Charter School shall assign passwords to any person using the Computer Network and Internet Services.

4.8. Server(s). In order for Charter School to host services onsite, Charter School shall obtain server(s) to store student and employee confidential data, and keep all server(s) secure onsite.

4.9. Licenses and Other Material. Charter School shall not agree to a license or download any material to the Computer Network without express written authorization from the District.

4.10. Downloads. Charter School shall not download unknown files from the Internet, and shall not accept email attachments from unknown senders without first scanning the file using virus scanning software.

4.11. Computer Network Security. Charter School shall not attempt to hack into or violate the Computer Network. Abusing, tampering with and/or destroying the Computer Network or its physical hardware is considered vandalism and may result in termination of this MOU and Charter School's access to the District's Computer Network.

4.12. Monitoring. Charter School shall take precautions to eliminate inappropriate material and students' access to inappropriate material by software blocking access to inappropriate websites.

4.13. Conservation. Charter School shall conserve the Computer Network bandwidth and storage. Charter School shall not intentionally use the Computer Network for personal use, send mass email chains, engage in chat groups or social media unrelated to the operation of Charter School, or upload/download large files, including audio and video files that are not related to the operation of Charter School.

4.14. Equipment. Any and all electronic or other equipment connected to the Computer Network shall meet District regulations and technical standards.

4.15. Content Limitation. Charter School shall not, at any time, use the Computer Network to produce, distribute, use, view, or store information that includes:

4.15.1. Commercial or personal advertisements, solicitations, promotions, destructive codes or any other unauthorized materials;

4.15.2. Information prohibited by law, District or Charter School rules;

4.15.3. Obscene, pornographic, sexually explicit or harmful materials;

4.15.4. Violation(s) of copyright laws;

4.15.5. Would subject Charter School or District to criminal, civil or administrative liability for use of the Computer Network;

4.15.6. False representations of the users' identity;

4.15.7. Reveals personal or confidential Charter School employee or student information.

4.16. Modifications. Charter School shall not make any modifications to Computer Network without express written authorization from the District.

4.17. Rights of District. The District has the right at all times during the Term of this MOU to block or filter Internet access to websites or online materials that are obscene or deemed inappropriate by the District.

4.18. Access to Computer Network. The District has the right at all times during the Term of this MOU to access the Computer Network as necessary via the District's secure Virtual Private Network to troubleshoot all CVUSD-provided services for the El Rancho school site, including, but not limited to, phone systems, and heating, ventilation, and air conditioning.

5. Charter School Duties

5.1. Utilities Costs for Computer Network and Internet Services. The March 30, 2018 Final Facilities Memorandum of Understanding, at page 4, states that the District shall secure Internet services and bill Charter School 100% of all utility costs during the 2018-2019 school year. Pursuant to the Final Facilities Memorandum of Understanding, the District shall invoice the Charter School once a month for the Computer Network/Internet service costs, commencing on August 30, 2018, and ending June 30, 2019. Charter School shall promptly pay to the District the costs identified in the invoice within thirty (30) calendar days of receipt of such invoice.

5.2. Additional Computer Network and Internet Services. If Charter School desires any additional Computer Network and Internet Services beyond the service level provided to the District public schools and which are not included in this Computer Network and Internet Services MOU, Charter School shall submit a written request to the District for a cost estimate for the desired additional Computer Network and Internet Services.

If the District's cost estimate is approved by Charter School's Board or designee, the District shall provide the desired additional Computer Network and Internet Services within a reasonable amount of time. Upon receipt of the District's services, Charter School shall pay to the District the agreed cost estimate for the services within thirty (30) calendar days.

5.3. Student Data. Charter School is subject to and shall comply, at all times, with all state and federal laws governing personally identifiable information in education records, including but not limited to relevant provisions of the California Education Code sections 49060-49085 and the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. section 1232g and 34 C.F.R. section 99. Charter School, not the District, shall manage all student data.

5.4. Third Party Informational Technology ("IT") Consultant or Consulting Firm. If Charter School desires to contract with a third party IT consultant or consulting firm, Charter School shall require the third party IT consultant or consulting firm to sign and agree to a confidentiality agreement for the duration of the Term to protect privileged personal and identifiable student information stored on Charter School's server(s). Charter School shall also require the third party IT consultant or consulting firm to sign and agree to the Charter School's Acceptable Use and Internet Safety Policy.

5.4.1. The confidentiality agreement shall provide that Charter School, in accordance with the FERPA, is the owner of personally identifiable student data and the data will not be retained by the third party IT consultant or consulting firm if the agreement is terminated. The confidentiality agreement must outline procedures for security breaches and notification of such breaches to parents/ guardians. Charter School shall provide the confidentiality agreement to the District within five (5) calendar days after execution.

5.4.2. Charter School shall provide the contact information of the third party IT consultant or consulting firm, in writing, to the District within five (5) calendar days after Charter School executes a contract with the third party IT consultant or consulting firm.

5.4.3. In the event of any change in a third party IT consultant or consulting firm, Charter School shall require the new third party IT consultant or consulting firm to sign and agree to a confidentiality agreement and sign and agree to the Charter School's Acceptable Use and Internet Safety Policy. Charter School shall execute

a new contract with the third party IT consultant or consulting firm, and shall provide the confidentiality agreement and new contract to the District within five (5) calendar days after execution. Charter School shall provide the contact information of the new third party IT consultant or consulting firm, in writing, to the District within five (5) calendar days after Charter School executes the contract with the new third party IT consultant or consulting firm.

5.4.4. District will contact and meet with Charter School's third party IT consultant or consulting firm at the El Rancho school site on or after August 17, 2018 to discuss and agree upon Charter School's third party IT consultant or consulting firm's access to the District's Computer Network.

5.4.5. At no point shall Charter School's third party IT consultant or consulting firm, or outside vendor, change, touch, manipulate, or move the District's Computer Network.

5.4.6. In the event maintenance issues occur with the Computer Network, as installed by the District, Charter School shall submit a written request to the District outlining the issue and scope of work. If the District approves Charter School's request, the District may coordinate and work with Charter School's IT consultant or consulting firm to handle the work request.

5.5. Support. Charter School or Charter School's third party IT consultant or consulting firm will provide monitoring, maintenance, remote support, phone support, and virtual Chief Information Officer services for Charter School's computers, server(s), printer(s) and peripheral equipment excluding network equipment and firewall management.

Charter School or Charter School's third party IT consultant or consulting firm shall also provide support for all Charter School installed hardware and software, and ongoing monitoring of all Charter School critical devices.

At no point will the District complete or provide support for any type of computer or peripheral equipment configuration.

6. District Duties

6.1. Maintenance of Computer Network. In the event maintenance issues occur with the Computer Network, as installed by the District, Charter School shall submit a written request to the District outlining the issue and scope of work. If the District approves Charter School's request, the District will provide and pay for reasonable hardware-related repairs to the Computer Network.

6.2. Computer Network Connection. Connection to the Computer Network by Charter School may be suspended temporarily and without notice in the case of system failure,

upgrades, maintenance, or repair or for reasons beyond the District's control. The District will take reasonable steps to provide notice and to minimize such disruption, to the extent it is within the District's reasonable control.

7. Warranty Disclaimer/Limitation of Liability

7.1. Charter School accepts access to the Computer Network on an "as is" basis, District makes no representations or warranties of any kind with respect to performance, data quality, accessibility or integrity of the Computer Network, including but not limited to the warranties of fitness for a particular purpose or merchantability. District shall not be liable for any damages whatsoever arising out of Charter School's access to or use of the Computer Network.

8. Indemnification

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

9. Notices.

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

To the District at:
5130 Riverside Drive
Chino, California 91710
Attn: Dr. Norm Enfield
norm_enfield@chino.k12.ca.us

To Charter School at:
Allegiance STEAM Academy
PO Box 2414
Chino, California 91708
Attn: Dr. Sebastian Cогnetta
sebastian.cогnetta@asathrive.org

10. Captions and Section Headings

10.1. The captions and section headings used this Computer Network and Internet Services MOU are inserted for convenience only and should not affect the meaning or interpretation of the terms of this MOU.

11. Severability

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

12. Venue and Governing Law

12.1. This Agreement shall be governed by the laws of the State of California. The Parties agree that any legal action to enforce the terms of this Computer Network and Internet Services MOU shall be brought in the appropriate court in San Bernardino County, California.

13. Modification

13.1. No change or modification of the terms or provisions of this Computer Network and Internet Services MOU shall be deemed valid unless set forth in writing and signed by the Parties. If any actual or physical deletions or changes appear on the face of the MOU, such deletions or changes shall be void and of no force or effect.

14. Entire Agreement

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

All decisions regarding Charter School's satisfaction of all of the terms of this Computer Network and Internet Services MOU are subject to the sole discretion of the CVUSD Superintendent of Schools as the CVUSD Board of Education's designee.

Charter School agrees that use of the District's Computer Network and this Computer Network and Internet Services MOU automatically terminates if one or more of the following occurs: the CVUSD Board of Education determines by CVUSD Resolution at a duly noticed CVUSD Board of Education meeting that the Charter School failed to comply any of the conditions enumerated in the First Amended Charter School MOU; the CVUSD Board of Education determines that Charter School violated any terms or provisions of the October 16, 2017 Allegiance STEAM Academy-Thrive charter; the CVUSD Board of Education determines that the Charter School failed to comply with any terms of this MOU; the CVUSD Board of Education determines that Charter School's charter is revoked; or if Charter School closes for any reason.


IN WITNESS WHEREOF, on behalf of the CVUSD Board of Education, I certify that this Computer Network and Internet Services MOU was approved, passed, and adopted by the CVUSD Board of Education by a vote of ___ - ___ at the August 16, 2018 CVUSD Board of Education meeting.

Date: August ___, 2018

Dr. Norm Enfield
CVUSD Superintendent of Schools

IN WITNESS WHEREOF, on behalf of the Charter School Board of Directors, I certify that the Charter School Board of Directors adopted, agreed to, and accepted this *Computer Network and Internet Services Memorandum of Understanding between Chino Valley Unified School District and Allegiance STEAM Academy, Inc. operating Allegiance STEAM Academy Charter School* by a vote of ___ - ___ at the _____ Charter School Board of Directors meeting.

Date: August 6, 2018



Dr. Sebastian Cogna,
CEO of Charter School

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: August 16, 2018

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D, Superintendent

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

SUBJECT: RESOLUTION 2018/2019-13 EMERGENCY REQUEST TO SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS FOR AUTHORIZATION TO AWARD A CONTRACT WITHOUT BIDDING AND ADVERTISING FOR REPAIRS AT CHINO HS

=====

BACKGROUND

On August 6, 2018, there was a power failure at Chino HS that only affected portions of the campus. While CVUSD electricians were troubleshooting the issue, additional areas of the campus experienced power outages throughout the day. Within hours, power to the entire campus had failed with no explanation as to the cause.

Upon further investigation by a high voltage utility contractor, it was determined the outage was due to the failure of a high voltage fuse and transformer, but the cause that triggered the failure was still undetermined. Because the first day of school was August 13, 2018, it was necessary to perform emergency repair work without advertising for or inviting bids to ensure the school was ready for classes. Due to the urgent need for repairs, normal bidding procedures could not be followed. County Counsel was advised of the circumstances and agreed with the emergency request option.

Public Contract Code 20113 relieves the Board of Education from bidding requirements when, in an emergency, any repair, alteration, work or improvement is necessary to permit the continuance of existing school classes or to avoid danger to life or property. The Board must vote unanimously to request approval of the San Bernardino County Superintendent of Schools.

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2018/2019-13 Emergency Request to San Bernardino County Superintendent of Schools for Authorization to Award a Contract Without Bidding and Advertising for Repairs at Chino HS.

FISCAL IMPACT

Unknown at present.

**Chino Valley Unified School District
Resolution 2018/2019-13
Emergency Request to San Bernardino County Superintendent of Schools for
Authorization to Award a Contract without Bidding and Advertising for
Repairs at Chino HS**

WHEREAS, the California Education Code Section 20113 relieves the governing boards of school districts from bidding requirements when, in an emergency, repairs, alterations, work or improvement are necessary to permit the continuance of existing classes or to avoid danger to life and property;

WHEREAS, on August 6, 2018, there was a campus-wide power failure at Chino HS that affected ongoing operations as well as the potential to impact the first day of school on August 13, 2018;

WHEREAS, the District's high voltage contractor discovered the cause of the outage to be from the failure of a high voltage fuse and transformer;

WHEREAS, the normal bidding process will further affect normal school-wide operations and the education of students;

WHEREAS, repairs, alterations, work or improvements were necessary to permit the continuance of existing school classes;

WHEREAS, the cost to make such repairs will exceed the statutory limit for bidding requirements; and

WHEREAS, the District had insufficient time to advertise for bids.

THEREFORE, BE IT RESOLVED that the Board of Education of the Chino Valley Unified School District declares that an emergency condition exists at Chino HS.

IT IS RESOLVED FURTHER that the Administration of the Chino Valley Unified School District is authorized to request relief from the bidding requirements from the San Bernardino County Superintendent of Schools.

IT IS RESOLVED FURTHER that the Superintendent or his designee is authorized to sign all related documents.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 16th day of August 2018, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAINED: _____

I, Norm Enfield, 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: August 16, 2018

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support

SUBJECT: EMPLOYMENT CONTRACT FOR RICHARD RIDEOUT, ASSISTANT SUPERINTENDENT, HUMAN RESOURCES 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, a copy of the employment contract shall be made available to the public upon request.

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

RECOMMENDATION

It is recommended the Board of Education approve the employment contract for Richard Rideout, Assistant Superintendent, Human Resources of the Chino Valley Unified School District.

FISCAL IMPACT

This position is within the approved budget.

NE:LF:mcm

CONTRACT FOR EMPLOYMENT OF ASSISTANT SUPERINTENDENT

between the

BOARD OF EDUCATION

of the

CHINO VALLEY UNIFIED SCHOOL DISTRICT

County of San Bernardino, California

and

Richard Rideout

1. OFFER

This contract is entered into this 16th day of August 2018, by the Board of Education of the Chino Valley Unified School District (“District”) and Richard Rideout. The District hereby employs Richard Rideout as Assistant Superintendent, Human Resources (“Assistant Superintendent”) for a term beginning August 17, 2018, and ending June 30, 2022. This contract may be extended annually, subject to the terms and conditions hereinafter set forth below, and subject to the Assistant Superintendent receiving a satisfactory job performance evaluation on or before March 1st of each calendar year by the Superintendent or designee.

2. SALARY

The Assistant Superintendent shall be afforded the same opportunity to STEP on the salary schedule as all other employees of the District. The annual salary of the Assistant Superintendent shall be Range 12 STEP 1, one hundred fifty-two thousand, six hundred thirty-two dollars (\$152,632.00), payable in twelve (12) equal payments. The Assistant Superintendent shall receive an annual salary increase that is not less than the percentage increase granted to the other management employees of the District.

3. LONGEVITY

The Assistant Superintendent shall be afforded the same opportunity to participate in the District's longevity program as all other management employees, which is payable in twelve (12) equal payments.

4. FRINGE BENEFITS

The Assistant Superintendent shall be afforded the same opportunity to participate in the District's benefit program as all other management employees. The Assistant Superintendent shall receive three hundred fifty dollars (\$350.00) a month to defray his cost of using his personal vehicle for District business.

5. ORGANIZATIONAL MEMBERSHIP

The District shall pay full dues for the Assistant Superintendent's membership in the Association of California School Administrators (ACSA) or one other as deemed appropriate by the Assistant Superintendent.

6. SALARY CHANGE

The Board of Education reserves the right to modify the annual salary rate of the Assistant Superintendent's contract, provided that the salary shall not be decreased without the Assistant Superintendent's consent.

7. VACATIONS AND SICK LEAVE

The Assistant Superintendent shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this agreement, except that the Assistant Superintendent shall be entitled to twenty-two (22) vacation days according to District policy. The Assistant Superintendent is entitled to cash out up to thirty (30) days of unused vacation annually. In the event of termination of employment, the Assistant Superintendent shall be entitled to compensation for unused vacation at the salary range effective during the school year in which the vacation credit was earned, not to exceed 56 days. The Assistant Superintendent will be entitled to twenty-two (22) days of earned sick leave per year.

8. CONDITIONS

This contract is subject to all applicable laws of the State of California and to the lawful rules and regulations of the California State Board of Education and the Board of Education of the District. Said laws, rules, and regulations are hereby made a part of the terms and conditions of this contract, as though herein set forth.

9. RENEWAL

This contract may be terminated by the Board provided that written notice be given to the Assistant Superintendent no later than March 15th of the final year of the contract.

10. TERMINATION FOR CAUSE

The District may terminate this contract at any time for cause, pursuant to the California Education Code. In the event of termination for cause, the District shall have no obligation to pay remaining salary or benefits, except for that salary or benefits accrued by the Assistant Superintendent through the effective date of said termination.

11. EARLY TERMINATION BY ASSISTANT SUPERINTENDENT

The Assistant Superintendent may terminate his obligation under this contract by giving the District at least thirty (30) days written notice in advance of said termination in which case he shall receive his salary and benefits during said period unless the parties mutually agree in writing to other provisions.

12. EVALUATION

The Assistant Superintendent shall report to, and be directly responsible to the Superintendent or designee. The Superintendent or designee shall evaluate and assess in writing the performance of the Assistant Superintendent at least once a year during the term of this agreement. Said evaluation and assessment shall be reasonably related to the job description of the Assistant Superintendent and the goals and objectives of the District.

13. STATEMENT REQUIRED BY GOVERNMENT CODE SECTION 53260

Regardless of the term of this Contract, if this Contract is terminated, the maximum cash settlement that the Assistant Superintendent may receive shall be in an amount equivalent to his monthly salary multiplied by the number of months left on the unexpired term of the Contract, not to exceed eighteen (18) months.

14. STATEMENT REQUIRED BY GOVERNMENT CODE SECTION 53243.2

If this contract is terminated any cash settlement related to the termination shall be fully reimbursed to the District if the Assistant Superintendent is convicted of a crime involving an abuse of his office or position.

15. ACTION AT OPEN SESSION OF REGULAR MEETING

Pursuant to Government Code sections 54956(b) and 54957.6(a), this contract shall be approved in an open session of a regular meeting of the Board of Education.

16. SAVING CLAUSE

If any provisions of this Contract are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

17. COMPLETE AGREEMENT

The Contract is the full and complete agreement between the parties hereto. Any amendment, modifications, or variations from the terms of this Contract shall be in writing and shall be effective only upon approval of such amendment, modification, or variation by the Board and the Assistant Superintendent.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THEIR CONTRACT ON THE DATE INDICATED, UPON ACTION OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT.

SIGNATURES OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT,

County of San Bernardino, California

Pamela Feix, President Date

James Na, Vice President Date

Irene Hernandez-Blair, Clerk Date

Andrew Cruz, Member Date

Sylvia Orozco , Member Date

SIGNATURE OF THE ASSISTANT SUPERINTENDENT, HUMAN RESOURCES

Richard Rideout Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
July 19, 2018

MINUTES

I. OPENING BUSINESS

I.A. CALL TO ORDER – 4:00 P.M.

1. Roll Call

President Feix called to order the regular meeting of the Board of Education, Thursday, July 19, 2018, at 4:04 p.m. with Cruz, Na, Orozco, and Feix present. Mrs. Blair was absent.

Administrative Personnel

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

2. Public Comment on Closed Session Items

None.

3. Closed Session

President Feix adjourned to closed session at 4:04 p.m. regarding conference with legal counsel existing and anticipated litigation; a student expulsion; public employee appointment: Coordinator, Behavior Intervention; Coordinator, Technology; elementary principal; and high school assistant principals; public employee discipline/dismissal/release; and public employee performance evaluation: Superintendent.

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

1. Report Closed Session Action

President Feix reconvened the regular meeting of the Board of Education at 7:00 p.m. with Blair, Cruz, Na, Orozco, and Feix present. The Board met in closed session from 4:04 p.m. to 6:43 p.m. regarding conference with legal counsel existing and anticipated litigation; a student expulsion; public employee appointment: Coordinator, Behavior Intervention; Coordinator, Technology; elementary principal; and high school assistant principals; public employee discipline/dismissal/release; and public employee performance evaluation: Superintendent.

The Board voted to appoint the following employees by a vote of 4-0 with Cruz, Na, Orozco, and Feix voting yes, and Blair absent: Katrina Gomez as Coordinator, Behavior Intervention, Special Education, effective July 23, 2018; Mark Hendren, Coordinator, Technology, effective July 20, 2018; Samantha Han, Assistant Principal, Dickson ES, effective July 24, 2018; and Jessica Holbrook, Assistant Principal, Don Lugo HS, effective July 24, 2018.

2. Pledge of Allegiance

Paula Thomas, Rolling Ridge Principal, led the Pledge of Allegiance.

I.C. PRESENTATIONS

1. Odyssey of the Mind Recognition

Odyssey of the Mind World Champion team members provided an overview of their accomplishments.

2. Website Overview

Imee Perius, Director of Communications, provided a demonstration of the District's new website.

I.D. EMPLOYEE REPRESENTATIVES' COMMUNICATIONS

None.

I.E. COMMUNITY LIAISONS' COMMUNICATIONS

None.

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

Students Rueben and Victoria Lecaro addressed the Board regarding combination classes; student Liana Lecaro addressed the Board regarding facilities concerns at Chino HS; students Tiffany Oestreich, Kayla Oestreich, Marissa Munoz, Selene Nava, and Jade Anastasia addressed the Board regarding the Ayala HS girls' basketball team coaches; Sal Nava, Dana Anastasia, Jeff Anastasia, and Seth Gerdine addressed the Board regarding concerns over the coaching of the girls' basketball teams; Barbara Hale, Laura Girard, Terri Marek, and Jeff Morabito addressed the Board regarding Sycamore Academy Science and Cultural Arts charter school petition; Rick Villines and Steve Zalai addressed the Board regarding the sport of Pickleball as a physical education option; Peter Attwood addressed the Board regarding special education issues and manufactured crises; and Elena Lecaro addressed the Board regarding bullying concerns and the need for a clearer grievance process path.

I.G. CHANGES AND DELETIONS

The following changes/deletions were read into the record: Facilities, Planning, and Operations, Item III.D.4., Bid 17-18-35F, Former El Rancho ES HVAC Energy Management System Controls Project, was pulled from the agenda.

II. ACTION

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

II.A.1. Application for Funding of Consolidated Categorical Programs for the 2018/2019 School Year

Moved (Na) seconded (Cruz) motion carried (4-0, Blair absent) to approve the application for funding of consolidated categorical programs for the 2018/2019 school year.

II.A.2. LCAP Federal Addendum

Moved (Na) seconded (Cruz) motion carried (4-0, Blair absent) to approve the LCAP Federal Addendum.

II.B. HUMAN RESOURCES

II.B.1. Public Hearing and Adoption of Resolution 2018/2019-06 Provisional Internship Permit

President Feix opened the public hearing at 8:24 p.m. There were no speakers and President Feix closed the public hearing at 8:25 p.m. Moved (Na) seconded (Orozco) motion carried (4-0, Blair absent) to adopt Resolution 2018/2019-06 Provisional Internship Permit.

III. CONSENT

Moved (Orozco) seconded (Na) motion carried (4-0, Blair absent) to approve the consent items, as amended.

III.A. ADMINISTRATION

III.A.1. Minutes of the June 28, 2018 Regular Meeting

Approved the minutes of the June 28, 2018 regular meeting.

III.B. BUSINESS SERVICES

III.B.1. Warrant Register

Approved/ratified the warrant register.

III.B.2. Fundraising Activities

Approved/ratified the fundraising activities.

III.B.3. Donations

Accepted the donations.

III.B.4. Legal Services

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

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

Approved the signature authorizations for Chino Valley Unified School District.

III.B.6. 2018/2019 Applications to Operate Fundraising Activities and Other Activities for the Benefit of Students

Approved/ratified the 2018/2019 applications to operate fundraising activities and other activities for the benefit of students.

III.B.7. Revision of Board Policy 3100 Business and Noninstructional Operations—Budget

Approved the revision of Board Policy 3100 Business and Noninstructional Operations—Budget.

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

III.C.1. Student Expulsion Case 17/18-31

Approved student expulsion case 17/18-31.

III.C.2. School-Sponsored Trip

Approved/ratified the following school-sponsored trip: Chino HS.

III.C.3. 2018/2019 Expulsion Hearing Administrative Panel

Approved the 2018/2019 Expulsion Hearing Administrative Panel.

III.C.4. Revision of Board Policy 5127 Students—Graduation Ceremonies and Activities

Approved the revision of Board Policy 5127 Students—Graduation Ceremonies and Activities.

III.C.5. Agricultural Career Technical Education Incentive Grant 2018/2019 Application for Funding for Don Lugo HS

Approved the Agricultural Career Technical Education Incentive Grant 2018/2019 Application for funding for Don Lugo HS.

III.D. FACILITIES, PLANNING, AND OPERATIONS

III.D.1. Purchase Order Register

Approved/ratified the purchase order register.

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

Approved/ratified the Agreements for Contractor/Consultant Services.

III.D.3. Surplus/Obsolete Property

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

III.D.4. Bid 17-18-35F, Former El Rancho ES HVAC Energy Management System Controls Project

Awarded Bid 17-18-35F, Former El Rancho ES HVAC Energy Management System Controls Project, to Pacific West Industries, Inc.

III.D.5. CUPCCAA Bid 17-18-19-03I, Former El Rancho ES Asphalt and Concrete Repair

Awarded CUPCCAA Bid 17-18-19-03I, Former El Rancho ES Asphalt and Concrete Repair, to Premier Paving, Inc.

III.D.6. Notice of Completion for CUPCCAA Projects

Approved the Notice of Completion for CUPCCAA Projects.

III.D.7. Resolutions 2018/2019-01, 2018/2019-02, 2018/2019-03, 2018/2019-04, and 2018/2019-05 for Authorization to Utilize Piggyback Contracts

Adopted Resolutions 2018/2019-01, 2018/2019-02, 2018/2019-03, 2018/2019-04, and 2018/2019-05 for authorization to utilize piggyback contracts.

III.D.8. Request for Proposal No.18-19-01, Nutrition Services—Bread

Awarded RFP No. 18-19-01, Nutrition Services—Bread to Galasso's Bakery.

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. New Job Description for Procurement Coordinator

Approved the new job description for Procurement Coordinator.

IV. INFORMATION

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

IV.A.1. Revision of Board Policy and Administrative Regulation 5123 Students—Promotion/Acceleration/Retention

Received for information the revision of Board Policy and Administrative Regulation 5123 Students—Promotion/Acceleration/Retention.

IV.A.2. Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for April Through June 2018

Received for information the Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for April through June 2018.

IV.B. FACILITIES, PLANNING, AND OPERATIONS

IV.B.1. Revision of Board Policy and Administrative Regulation 3514 Business and Noninstructional Operations—Environmental Safety

Received for information the revision of Board Policy and Administrative Regulation 3514 Business and Noninstructional Operations—Environmental Safety.

IV.B.2. Revision of Board Policy 3514.1 Business and Noninstructional Operations—Hazardous Substances

Received for information the revision of Board Policy 3514.1 Business and Noninstructional Operations—Hazardous Substances.

IV.B.3. Revision of Administrative Regulation 3514.2 Business and Noninstructional Operations—Integrated Pest Management

Received for information the revision of Administrative Regulation 3514.2 Business and Noninstructional Operations—Integrated Pest Management.

V. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

Sylvia Orozco announced the retirees on the agenda; attended the Chino Valley Chamber of Commerce installation event; and assured speakers that the District will investigate the concerns expressed by the Ayala HS speakers regarding coaching allegations relative to the girls' basketball team.

Andrew Cruz acknowledged students who voiced concerns regarding Ayala HS's girls' basketball coaching allegations; attended the Veterans Park July 4 event; commended students who participated and won the Odyssey of the Mind competition; spoke about vaccines and the effects on children, the rise of autism, the safety of vaccines, and accountability.

James Na acknowledged students expressing concern over Ayala HS girls' basketball and implored Human Resources to investigate; spoke about combo classes at Rhodes ES; spoke about raining season flooding at Chino HS and asked Greg Stachura to investigate the school concerns; visited the adult school; spoke about staff preparing for the fall semester; and commended Craig Frame for his work ensuring emergency preparedness.

Superintendent Enfield stated that the concerns regarding Ayala HS girls' basketball team are being investigated; said combination class issues continue to be reviewed; and commended the efforts of classified employees in preparation of the new school year.

President Feix made no comments.

VI. ADJOURNMENT

President Feix adjourned the regular meeting of the Board of Education at 8:42 p.m.

Pamela Feix, President

Irene Hernandez-Blair, Clerk

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT
SPECIAL CLOSED SESSION MEETING OF THE BOARD OF EDUCATION
August 1, 2018

MINUTES

I. OPENING BUSINESS

I.A. CALL TO ORDER – 5:00 p.m.

1. Roll Call

President Feix called to order the special closed session meeting of the Board of Education, Wednesday, August 1, 2018, at 5:00 p.m. with Blair, Cruz, Na, Orozco, and Feix present.

Administrative Personnel

Norm Enfield, Ed.D., Superintendent

Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support

2. Pledge of Allegiance

Vice President Na led the Pledge of Allegiance

3. Public Comment on Closed Session Items

Gina Gleason, Colleen Darling, Eugene Lindsey, Matthew Escalante, Eileen Stear, and John Terry addressed the Board regarding existing litigation related to the prayer lawsuit.

I.B. CLOSED SESSION

President Feix adjourned to closed session at 5:17 p.m. regarding conference with legal counsel existing litigation, and public employee appointment: elementary principal; Buena Vista HS principal; elementary assistant principal; and high school assistant principal.

I.C. RECONVENE TO OPEN MEETING

1. Report Closed Session Action

President Feix reconvened the special closed session meeting of the Board of Education at 7:41 p.m. with Blair, Cruz, Na, Orozco, and Feix present. The Board met in closed session from 5:17 p.m. to 7:40 p.m. regarding conference with legal counsel existing litigation, and public employee appointment: elementary principal; Buena Vista HS principal; elementary assistant principal; and high school assistant principal.

The Board voted to appoint: Vanessa Acuña as assistant principal of Glenmeade ES effective August 2, 2018; Lisa Madera as principal of Newman ES effective August 2, 2018; and Derrick Kyle Shuler as principal of Buena Vista HS effective August 2, 2018, all by a unanimous vote of 5-0 with Cruz, Blair, Na, Orozco, and Feix voting yes. Further, it was moved (Na) and seconded (Cruz) to direct legal counsel to file a writ petition to the US Supreme Court for a review of the Ninth Circuit ruling, which may include a petition for Rehearing En Banc in the Ninth Circuit. A roll call vote was taken: Blair voted no; Cruz voted yes; Na voted yes; Orozco voted yes; and Feix voted no. No further action was taken that required public disclosure.

II. ADJOURNMENT

President Feix adjourned the special closed session meeting of the Board of Education at 7:44 p.m.

Pamela Feix, President

Irene Hernandez-Blair, Clerk

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: August 16, 2018
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

\$8,630,697.72 to all District funding sources.

NE:SHC:LP:wc

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: August 16, 2018
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
August 16, 2018

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Butterfield Ranch ES</u>		
PTA	PTA Membership Drive	8/17/18 - 9/30/18
PTA	After School Thursdays Snack Sale	8/17/18 - 5/23/19
PTA	Marquee Birthday Wishes Sale	8/17/18 - 5/30/19
PTA	Movie Night	8/24/18
PTA	After School Art Program	8/30/18 - 5/16/19
PTA	Catalog Sale	9/4/18 - 9/18/18
PTA	Wild West Family Fun Night	9/28/18
PTA	Book Fair	10/22/18 - 10/26/18
<u>Cattle ES</u>		
PFA	It's Yogurt Family Night Out	8/17/18
PFA	Chick-fil-A Family Night Out	9/10/18
PFA	Catalog Sale	9/14/18 - 10/8/18
PFA	McDonald's Family Night Out	10/10/18
PFA	Island's Restaurant Family Night Out	11/15/18
PFA	Mountain Mike's Family Night Out	12/10/18
PFA	Taco Dudes Family Nights Out	1/14/19 - 1/17/19
PFA	Black Bear Diner Family Night Out	2/4/19 - 2/7/19
PFA	Carl's Jr. Family Nights Out	3/11/19 - 3/14/19
PFA	Papachino's Family Nights Out	4/8/19 - 4/11/19
PFA	It's Yogurt Family Night Out	5/30/19
<u>Chaparral ES</u>		
PTO	Monthly After School Kona Ice Sale	8/17/18 - 6/1/19
<u>Eagle Canyon ES</u>		
PTA	Spirit Wear Sale	8/17/18 - 6/1/19
PTA	Off Campus Candy Sale	1/16/19 - 2/1/19
PTA	Fun Run Donation Drive	4/1/19 - 4/12/19
<u>Glenmeade ES</u>		
PTA	PTA Membership Drive	8/17/18 - 6/28/19
PTA	Yearbook Sale	8/17/18 - 6/28/19
PTA	Box Tops for Education	8/17/18 - 6/28/19
PTA	Spirit Wear Sale	8/17/18 - 6/28/19
PTA	Merchandise Sale	8/17/18 - 6/28/19

CHINO VALLEY UNIFIED SCHOOL DISTRICT
August 16, 2018

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Glenmeade ES</u> (cont.)		
PTA	Shop-A-Roo On-Line Shopping	8/17/18 - 6/28/19
<u>Marshall ES</u>		
PTO	PTO Membership Drive	8/17/18 - 8/24/18
PTO	After School Snack Shack	8/17/18 - 5/31/19
PTO	Catalog Sale	9/20/18 - 10/5/18
PTO	Book Fair	2/4/19 - 2/8/19
<u>Oak Ridge ES</u>		
ASB	Penny Collection	8/17/18 - 6/30/19
ASB	Thursdays After School Slushy Sale	8/17/18 - 6/30/19
ASB	Movie Nights Refreshment Sale	8/17/18 - 6/30/19
PTA	Sonic Spirit Night	8/23/18
PTA	Fun Run	9/6/18
PTA	McDonald's Spirit Night	9/13/18
PTA	Woodstone Pizzeria Spirit Night	10/11/18
PTA	Chipotle Spirit Night	11/8/18
PTA	Subway Spirit Night	12/13/18
PTA	Islands Restaurant Spirit Night	1/10/19
PTA	Corner Bakery Spirit Nights	2/11/19 - 2/15/19
PTA	Habit Burger Spirit Night	3/14/19
PTA	Roscoe's Famous Deli Spirit Night	4/11/19
PTA	Baskin-Robbins Spirit Night	5/9/19
<u>Rhodes ES</u>		
PEP Club	Smencil Sale	8/17/18 - 12/31/18
<u>Walnut ES</u>		
PFA	Spirit Wear Sale	8/17/18 - 5/24/19
PFA	Yearbook Sale	8/17/18 - 5/24/19
PFA	Before School Donut With the Principal	9/4/18
PFA	Catalog Sale	9/10/18 - 9/28/18
PFA	After School Student Store	9/24/18 - 5/24/19
PFA	Fall Book Fair	10/8/18 - 10/12/18
PFA	McDonald's McTeacher Night	10/23/18
PFA	Fall Festival	10/31/18

CHINO VALLEY UNIFIED SCHOOL DISTRICT
August 16, 2018

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Walnut ES</u> (cont.)		
PFA	Chuck E. Cheese Family Night Out	11/6/18
PFA	Movie Night Refreshment Sale	11/16/18
PFA	Holiday Boutique	12/10/18 - 12/14/18
<u>Canyon Hills JHS</u>		
PTSA	PTA Membership Drive	8/17/18 - 5/30/19
PTSA	Spirit Wear Sale	8/17/18 - 5/30/19
PTSA	Marquee Greetings Sale	8/17/18 - 5/30/19
PTSA	After School Snack Sale	8/17/18 - 5/30/19
PTSA	After School Dances Refreshment Sale	8/17/18 - 5/30/19
PTSA	Book Fair	10/22/18 - 10/26/18
PTSA	Silent Auction	5/30/19
<u>Magnolia JHS</u>		
ASB	Mixed Bag Catalog Sale	8/22/18 - 9/1/18
<u>Townsend JHS</u>		
ASB	P.E. Clothing Sale	8/17/18 - 6/1/19
Dance Team	Applebee's Breakfast	9/29/18
<u>Ayala HS</u>		
Girls Basketball Boosters	Donation Drive	10/15/18 - 11/15/18
<u>Buena Vista HS</u>		
ASB	Student Store	8/17/18 - 5/30/19
<u>Chino HS</u>		
Volleyball Boosters	Spirit Wear Sale	8/17/18 - 8/31/18
Football Boosters	Off Campus Discount Card Sale	8/17/18 - 8/31/18
Volleyball Boosters	Chipotle Family Night Out	8/20/18
Volleyball Boosters	Panera Bread Family Night Out	8/27/18
Volleyball Boosters	Rubio's Family Night Out	9/3/18
Volleyball Boosters	Snap! Raise Donation Drive	9/3/18 - 9/30/18

CHINO VALLEY UNIFIED SCHOOL DISTRICT
August 16, 2018

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Chino Hills HS</u>		
Let-It-Be Club	Lemonade Stand at Football Game	8/17/18

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: August 16, 2018
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
August 16, 2018

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<u>Assessment & Instructional Technology</u>		
Edcamp	Cash	\$200.00
<u>HOPE Center</u>		
Andreia Dutra Sales	Cash	\$1,500.00
McCombs Family Foundation	Cash	\$10,000.00
<u>Special Education</u>		
Trident Case	Goodie/Tote Bags & Blankets	\$250.00
Daisy I.T.	Reusable Tote Bags	\$994.00
SupplyMaster	Pens/Hand Sanitizers/Planners	\$1,000.00
<u>Superintendent's Office</u>		
SchoolsFirst	Cash	\$500.00
<u>Borba ES</u>		
Ana Leyva	Cash	\$150.00
<u>Eagle Canyon ES</u>		
Your Cause, LLC	Cash	\$70.00
<u>Hidden Trails ES</u>		
Hidden Trails PTA	Cash	\$3,762.00
<u>Litel ES</u>		
Natalie Tuboly	Cash	\$140.00

CHINO VALLEY UNIFIED SCHOOL DISTRICT
August 16, 2018

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
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Townsend JHS

Wells Fargo Foundation	Cash	\$350.00
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Chino Hills HS

Chino Hills HS General Boosters	Two Golf Carts	\$7,452.00
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CHINO VALLEY UNIFIED SCHOOL DISTRICT
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DATE: August 16, 2018

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

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BACKGROUND

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

FIRM	MONTH	INVOICE AMOUNTS	2017/2018 YEAR-TO-DATE
Atkinson, Andelson, Loya, Ruud & Romo	June 2018	\$ 44,351.48	\$ 264,260.26
Fagen Friedman & Fulfrost LLP	-	-	\$ 1,794.00
Margaret A. Chidester & Associates	May 2018	\$148,472.27	-
Margaret A. Chidester & Associates	June 2018	\$ 85,142.00	\$1,347,046.43
McCune & Harber, LLP	-	-	\$ 45.00
Parker & Covert LLP	-	-	\$ 1,777.50
	Total	\$277,965.75	\$1,614,923.19

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

RECOMMENDATION

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

FISCAL IMPACT

\$277,965.75 to the General Fund.

NE:SHC:LP:wc

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: August 16, 2018
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: 2018/2019 APPLICATIONS TO OPERATE FUNDRAISING
ACTIVITIES AND OTHER ACTIVITIES FOR THE BENEFIT OF
STUDENTS**

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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 2018/2019 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
August 16, 2018

**2018/2019 AUTHORIZATION TO OPERATE FUNDRAISING ACTIVITIES
AND OTHER ACTIVITIES FOR THE BENEFIT OF STUDENTS**

<u>School</u>	<u>Organization</u>
Butterfield Ranch ES	PTA
Cattle ES	PFA
Glenmeade ES	PTA
Marshall ES	PTO
Rhodes ES	PEP Club
Walnut ES	PFA
Chino Hills HS	PTSA

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: August 16, 2018
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Grace Park, Ed.D., Associate Superintendent, Curriculum, Instruction, Innovation, and Support
SUBJECT: SCHOOL-SPONSORED TRIPS

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BACKGROUND

The Board of Education recognizes that school-sponsored trips are an important component of a student’s development and supplement and enrich the classroom learning experience. School-sponsored trips may be conducted in connection with the District’s course of study or school related social, educational, cultural, athletic, school band activities, or other extracurricular or cocurricular activities. Resources will be identified and established at the school site to assist economically disadvantaged students in obtaining funding for field trips and, in some cases, student travel. School sponsored trips that require overnight stay or are in excess of 250 miles (one way) require board approval.

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

RECOMMENDATION

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

School-Sponsored Trips	Date	Fiscal Impact
Site: Dickson ES Event: Thousand Pines Outdoor Science Camp Place: Crestline, CA Chaperone: 45 students/32 chaperones	October 15-19, 2018	Cost: \$303.00 per student Funding Source: Parents
Site: Litel ES Event: Arrowhead Ranch Outdoor Science Camp Place: Lake Arrowhead, CA Chaperone: 80 students/15 chaperones	October 23-26, 2018	Cost: \$290.00 per student Funding Source: Parents

Site: Rhodes ES Event: Arrowhead Ranch Outdoor Science Camp Place: Lake Arrowhead, CA Chaperone: 80 students/15 chaperones	October 29-November 2, 2018	Cost: \$310.00 per student Funding Source: Parents
Site: Briggs K-8 Event: Catalina Island Marine Institute Place: Avalon, CA Chaperone: 44 students/7 chaperones	September 21-23, 2018	Cost: \$325.00 per student Funding Source: Parents
Site: Ayala HS Event: Girls Golf Team - Palm Desert Tournament Place: Palm Desert, CA Chaperone: 8 students/2 chaperones	September 6-8, 2018	Cost: 175.00 per student Funding Source: Parents
Site: Chino Hills HS Event: Spirit Leaders - U.S. Cheer and Song Camp Place: Garden Grove, CA Chaperone: 40 students/3 chaperones	July 24-26, 2018	Cost: 450.00 per student Funding Source: Fundraising
Site: Chino Hills HS Event: Dance Team - U.S. Dance Camp Place: Thousand Oaks, CA Chaperone: 19 students/4 chaperones	August 2-5, 2018	Cost: \$421.00 per student Funding Source: Fundraising

FISCAL IMPACT

None.

NE:GP:rtr

Chino Valley Unified School District

Our Motto:

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

DATE: August 16, 2018

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Grace Park, Ed.D., Associate Superintendent, Curriculum, Instruction, Innovation, and Support
Luke Hackney, Director, Elementary Curriculum and Instruction
Julian Rodriguez, Ed.D., Director, Secondary Curriculum and Instruction

SUBJECT: REVISION OF BOARD POLICY 5123 STUDENTS – PROMOTION/ACCELERATION/RETENTION

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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 5123 Students – Promotion/Acceleration/Retention is being revised to update promotion and retention so that it is aligned with state and local indicators of performance and assessments. This item was presented to the Board of Education on July 19, 2018, as information.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the revision of Board Policy 5123 Students – Promotion/Acceleration/Retention.

FISCAL IMPACT

None.

NE:GP:LH:JR:rtr

PROMOTION/ACCELERATION/RETENTION

The Board of Education expects students to progress through each grade within one school year. To accomplish this, instruction should accommodate the varying interests and growth patterns of individual students as well as the variety of ways that students learn and include strategies for addressing academic deficiencies when needed.

Students shall progress through the grade levels by demonstrating growth in learning and meeting grade-level standards of expected student achievement.

(cf. 6011 - Academic Standards)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.5 - Elementary School and Junior High School Promotion)

(cf. 6162.52 - High School Exit Examination)

(cf. 6170.1 - Transitional Kindergarten)

Progress toward high school graduation shall be based on the student's ability to pass the subjects and electives necessary to earn the required number of credits to achieve a 2.0 overall grade point average (GPA) and to pass the state high school exit examination.

When high academic achievement is evident, the Superintendent or designee may recommend a student for acceleration into a higher grade level. The student's social and emotional maturity level shall be taken into consideration in making a determination to accelerate a student.

As early as possible in the school year and in students' school career, the Superintendent or designee shall identify students who should be retained and/or who are at risk of being retained in accordance with law, board policy, and administrative regulation. Students who should be retained and/or who are at risk of being retained will be identified on the basis of multiple measures of student achievement of grade level standards, primarily in reading, English language arts, and mathematics (Education Code 4070.5). Multiple measures shall include at least the following indicators of academic achievement:

1. District reading, math, and writing assessments
2. Grades
3. ~~Standardized Testing and Reporting Program (STAR)~~ CALIFORNIA ASSESSMENT OF STUDENT PERFORMANCE AND PROGRESS SYSTEM (CAASPP)
4. Other contributing factors

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

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

PROMOTION/ACCELERATION/RETENTION

When a student is recommended for retention or is identified as being at risk for retention, the Superintendent or designee shall provide opportunities for direct, systematic, and intensive supplemental instruction to assist the student in overcoming his/her academic deficiencies. (Education Code 37252.2)

(cf. 6176 - Weekend/Saturday Classes)
(cf. 6177 - Summer School)
(cf. 6179 - Supplemental Instruction)

Legal Reference:

EDUCATION CODE

37252-37254.1 Supplemental Instruction
41505-41508 Pupil Retention Block Grant
46300 Method of Computing ADA
48010 Admittance to first grade
48011 Promotion/Retention Following One Year of Kindergarten
48070-48070.5 Promotion and Retention
48431.6 Required Systematic Review of Students and Grading
56345 Elements of Individualized Education Plan
60640-60649 California Assessment of Student Performance and Progress
60850-60859 Exit Examination
CODE OF REGULATIONS, TITLE 5
200-202 Admission and Exclusion of Students

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

FAQs Promotion, Retention, and Grading (students with disabilities)
FAQs Pupil Promotion and Retention
Kindergarten Continuance Form

WEBSITES

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

Chino Valley Unified School District

Policy adopted: January 23, 1997

Revised: April 22, 1999

Revised: February 22, 2001

Revised: May 7, 2009

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: August 16, 2018
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations
Anna G. Hamilton, Director, Purchasing
SUBJECT: PURCHASE ORDER REGISTER

=====

BACKGROUND

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

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

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

RECOMMENDATION

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

FISCAL IMPACT

\$41,432,332.95 to all District funding sources.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: August 16, 2018
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations
Anna G. Hamilton, Director, Purchasing
SUBJECT: AGREEMENTS FOR CONTRACTOR/CONSULTANT SERVICES

=====

BACKGROUND

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

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

RECOMMENDATION

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

FISCAL IMPACT

As indicated.

NE:GJS:AGH:pw

SUPERINTENDENT	FISCAL IMPACT
<p>S-1819-004 RMC Education Consultant. To provide assistance to the Board and Superintendent in establishing protocols for greater understanding of each other's responsibilities. Submitted by: Superintendent Duration of Agreement: July 1, 2018 - June 30, 2019</p>	<p>Contract amount: \$13,500.00 Funding source: General Fund</p>
<p>S-1819-005 CSBA Gamut Online. To provide online Board policy service. Submitted by: Superintendent Duration of Agreement: July 1, 2018 - June 30, 2019</p>	<p>Contract amount: \$5,115.00 Funding source: General Fund</p>

BUSINESS SERVICES	FISCAL IMPACT
<p>B-1819-008 CVUSD Health Services and Child Development. To provide District with compensation for prepared meals each school day for students in the Health Services and Child Development programs, the Children's Center, Liberty ES, Newman ES, and Buena Vista HS. Submitted by: Nutrition Services Duration of Agreement: July 1, 2018 - June 30, 2019</p>	<p>Contract amount: 2018/2019 reimbursement rates Funding source: Health Services and Child Development</p>
<p>B-1819-009 Spectrum Center Schools and Programs. To provide District with compensation for prepared meals each school day for students attending Spectrum Center schools and programs. Submitted by: Nutrition Services Duration of Agreement: July 1, 2018 - June 30, 2019</p>	<p>Contract amount: 2018/2019 reimbursement rates Funding source: Spectrum</p>
<p>B-1819-010 Neopost USA. To provide Bulk Mailer software license and annual maintenance. Submitted by: Innovation and Creative Services Duration of Agreement: August 1, 2018 - July 30, 2019</p>	<p>Contract amount: Per rate sheet Funding source: General Fund</p>
<p>B-1819-011 Adobe Systems Inc. To provide Clipart software. Submitted by: Innovation and Creative Services Duration of Agreement: July 1, 2018 - June 30, 2019</p>	<p>Contract amount: \$959.88 Funding source: General Fund</p>
<p>B-1819-012 E-Control Systems Inc. To provide temperature monitoring system for refrigerators, freezers, and milk coolers. Submitted by: Nutrition Services Duration of Agreement: August 1, 2018 - July 31, 2019</p>	<p>Contract Amount: \$5,100.00 Funding source: Cafeteria Fund</p>
<p>B-1819-013 CVUSD Health Services and Child Development (SOAR) Programs. To provide prepared meals each school day for students. Submitted by: Nutrition Services Duration of Agreement: August 1, 2018 - July 31, 2019</p>	<p>Contract amount: Per rate sheet Funding source: Cafeteria Fund</p>

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
<p>CIIS-1819-096 Houghton Mifflin Harcourt Publishing Co. To provide Read 180 hosting service. Submitted by: Boys Republic HS Duration of Agreement: August 1, 2018 - August 1, 2019</p>	<p>Contract amount: \$670.00 Funding source: School Site Budget</p>

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
<p>CIIS-1819-097 Ben Choate - SoftCare Systems. To provide ChildCare 4.0 software license. Submitted by: Child Development Duration of Agreement: July 1, 2018 - June 30, 2019</p>	<p>Contract amount: \$450.00 Funding source: School Site Budget</p>
<p>CIIS-1819-098 Parent Institute for Quality Education (PIQE). To provide parent training course designed to develop skills and techniques which will enable parents to address the educational needs of their school aged children. Submitted by: Ramona JHS Duration of Agreement: September 25, 2018 - November 27, 2018</p>	<p>Contract amount: \$6,000.00 Funding source: Title I</p>
<p>CIIS-1819-099 AVID Center. To provide AVID Path to Schoolwide training. Submitted by: Secondary Curriculum and Instruction Duration of Agreement: July 1, 2018 - June 30, 2019</p>	<p>Contract amount: \$42,000.00 Funding source: College Readiness Block Grant</p>
<p>CIIS-1819-100 Core Essential Values. To provide annual K-5 Core subscription software license for monthly value word and definition. Submitted by: Country Springs ES Duration of Agreement: July 1, 2018 - June 30, 2019</p>	<p>Contract amount: \$225.00 Funding source: School Site Budget</p>
<p>CIIS-1819-101 Applied Educational Systems. To provide Business&ITCenter21 software license for Business Education curriculum, lessons, and grading. Submitted by: Townsend JHS Duration of Agreement: August 1, 2018 - July 31, 2019</p>	<p>Contract amount: \$499.00 Funding source: School Site Budget</p>
<p>CIIS-1819-102 Inland Empire United Way. To provide Impact Grant for the Experiences in Career, Education, and Leadership (EXCEL) program. Submitted by: Child Development Duration of Agreement: July 1, 2018 - June 30, 2019</p>	<p>Contract amount: \$20,000.00 Funding source: Grant Funding/ Compensation</p>

FACILITIES, PLANNING, AND OPERATIONS	FISCAL IMPACT
<p>F-1819-008 By Hand Auto Detail. To provide fleet vehicle washing services. Submitted by: Transportation Duration of Agreement: July 20, 2018 - June 30, 2019</p>	<p>Contract amount: Per rate sheet Funding source: General Fund</p>
<p>F-1819-022 Mijac Alarm. To provide District-wide fire and security alarm monitoring. Submitted by: Maintenance Duration of Agreement: August 1, 2018 - August 1, 2019</p>	<p>Contract amount: Per rate sheet Funding source: General Fund</p>
<p>F-1819-023 Elizabeth & George Gonzales. To provide weed and brush abatement services. Submitted by: Maintenance Duration of Agreement: August 17, 2018 - August 1, 2019</p>	<p>Contract amount: Per rate sheet Funding source: General Fund</p>
<p>F-1819-024 William T Cass Jr. dba Bill's Hydroseed. To provide District-wide hydroseeding. Submitted by: Maintenance Duration of Agreement: August 17, 2018 - August 1, 2019</p>	<p>Contract amount: Per rate sheet Funding source: General Fund</p>
<p>F-1819-025 Rain Master Irrigation Systems. To provide Central Control Irrigation system to control, monitor, and setup automatic weather-based irrigation scheduling. Submitted by: Maintenance Duration of Agreement: August 17, 2018 - August 1, 2019</p>	<p>Contract amount: Per rate sheet Funding source: General Fund</p>

FACILITIES, PLANNING, AND OPERATIONS	FISCAL IMPACT
F-1819-026 A and A Fleet Painting, Inc. dba The Paint Department. To provide fleet vehicle painting service. Submitted by: Transportation Duration of Agreement: August 17, 2018 - June 30, 2019	Contract amount: Per rate sheet Funding source: General Fund
F-1819-027 IWS Environmental Inc. To provide assistance with Storm Water Pollution Prevention Plan (SWPPP) and storm water testing. Submitted by: Maintenance Duration of Agreement: July 1, 2018 - June 30, 2019	Contract amount: Per rate sheet Funding source: General Fund
F-1819-028 AAA Container Sales and Rentals. To provide storage container rental and moving. Submitted by: Maintenance Duration of Agreement: July 1, 2018 - June 30, 2019	Contract amount: Per rate sheet Funding source: General Fund
F-1819-029 Blue Violet Networks. To provide assistance with programming and installation of District-wide phone system. Submitted by: Maintenance Duration of Agreement: July 1, 2018 - June 30, 2019	Contract amount: Per rate sheet Funding source: General Fund
F-1819-030 K-VAC Environmental Services dba JSE Environmental Services. To provide District-wide hazardous waste pick-up and disposal. Submitted by: Maintenance Duration of Agreement: July 1, 2018 - June 30, 2019	Contract amount: Per rate sheet Funding source: General Fund
F-1819-031 Trapeze Software Group Inc. To provide TripSpark software for school transport management. Submitted by: Transportation Duration of Agreement: July 1, 2018 - June 30, 2019	Contract amount: \$4,800.00 Funding source: General Fund
F-1819-033 BSN Sports, LLC. To provide inspection services of mechanical sports equipment including mobile bleachers. Submitted by: Maintenance Duration of Agreement: July 1, 2018 - June 30, 2019	Contract amount: Per rate sheet Funding source: General Fund
F-1819-034 Mission Landscape Co. To provide tree-trimming/remediation, slope remediation, and mulch blowing service. Submitted by: Maintenance Duration of Agreement: July 1, 2018 - June 30, 2019	Contract amount: Per rate sheet Funding source: General Fund

HUMAN RESOURCES	FISCAL IMPACT
HR-1819-006 Cooperative Organization for the Development of Employee Selection Procedures (CODESP). To provide web-based human resource support including employee selection materials to public agencies. Submitted by: Human Resources Duration of Agreement: July 1, 2018 - June 30, 2019	Contract amount: \$2,050.00 Funding source: General Fund
HR-1819-007 Frontline Education. To provide absence and substitute administrative software. Submitted by: Human Resources Duration of Agreement: July 1, 2018 - June 30, 2019	Contract amount: \$29,989.77 Funding source: General Fund

HUMAN RESOURCES	FISCAL IMPACT
HR-1819-008 San Joaquin County of Education. To provide Edjoin account service agreement. Submitted by: Human Resources Duration of Agreement: July 1, 2018 - June 30, 2019	Contract amount: \$4,004.40 Funding source: General Fund

SAN BERNARDINO COUNTY	FISCAL IMPACT
SBC-1819-002 Department of Behavioral Health. To provide school-aged treatment services (SATS). Submitted by: Health Services Duration of Agreement: July 1, 2018 - June 30, 2019	Contract Amount: \$69,453.00 Funding source: General Fund

MASTER CONTRACTS	FISCAL IMPACT
MC-1819-012 Voyager Sopris Learning. To provide annual Ticket to Read site access. Submitted by: Litel ES Duration of Agreement: August 1, 2018 - June 30, 2021	Contract amount: Per rate sheet Funding source: School Site Budget
MC-1819-013 Pali Institute Inc. To provide outdoor education for students. Submitted by: Oak Ridge ES Duration of Agreement: August 17, 2018 - June 30, 2021	Contract amount: Per rate sheet Funding source: Fundraisers
MC-1819-014 It's A Gas Inc. To provide helium and balloon supplies for events. Submitted by: Ayala HS Duration of Agreement: July 1, 2018 - June 30, 2021	Contract amount: Per rate sheet Funding source: Various
MC-1819-015 Coast 2 Coast Coaching dba Sports for Learning. To provide STEM through soccer and basketball. Submitted by: Ramona JHS Duration of Agreement: July 1, 2018 - June 30, 2021	Contract amount: Per rate sheet Funding source: Various
MC-1819-016 March of Dimes. To provide fundraising events for March of Dimes to raise awareness of premature birth. Submitted by: Purchasing Duration of Agreement: August 17, 2018 - June 30, 2021	Contract amount: None Funding source: None
MC-1819-017 Great American Opportunities. To provide fundraising activities. Submitted by: Purchasing Duration of Agreement: August 17, 2018 - June 30, 2021	Contract amount: None Funding source: Fundraisers
MC-1819-018 Thousand Pines Outdoor Educators, LLC. To provide outdoor science camp for 6th graders. Submitted by: Rolling Ridge ES Duration of Agreement: August 17, 2018 - June 30, 2021	Contract amount: Per rate sheet Funding source: Various
MC-1819-019 Arrowhead Ranch Science Camp. To provide science camp for 6th grade students. Submitted by: Litel ES Duration of Agreement: August 17, 2018 - June 30, 2021	Contract amount: Per rate sheet Funding source: Various
MC-1819-020 Pegleg Entertainment, A California Corporation. To provide DJ and event services. Submitted by: Chino Hills HS Duration of Agreement: July 1, 2018 - June 30, 2021	Contract amount: Per rate sheet Funding source: Various

APPROVED CONTRACTS TO BE AMENDED	AMENDMENT
<p>CIIS-1718-154 Houghton Mifflin Harcourt Intervention Solutions Group. To provide READ 180 Universal Transition Plan. Submitted by: Secondary Curriculum and Instruction Duration of Agreement: May 18, 2018 - June 30, 2019 Original Agreement Board Approved: May 17, 2018</p>	<p>Increase contract amount from \$495,607.00 to \$501,523.25. Funding source: LCAP</p>
<p>CIIS-1819-039 Rockstar Recruiting LLC, dba Staff Rehab. To provide speech language pathology and board-certified behavior analyst. Submitted by: Special Education Duration of Agreement: July 1, 2018 - June 30, 2019 Original Agreement Board Approved: June 14, 2018</p>	<p>Contract amount: Per rate sheet Add additional services to include: school psychologist PPS and licensed vocational nurse. Funding source: General Fund</p>
<p>F-1718-033-2 John R Byerly, Inc. To provide geotechnical services for solar project phase II at Country Springs ES, Dickson ES, Eagle Canyon ES, Glenmeade ES, Marshall ES, Rolling Ridge ES, Briggs K-8, and Canyon Hills JHS. Submitted by: Facilities, Planning, and Operations Duration of Agreement: May 10, 2018 - June 30, 2023 Original Agreement Board Approved: June 14, 2018</p>	<p>Increase contract from \$214,105.00 to \$332,397.00. Add 8 additional school sites: Country Springs ES, Dickson ES, Eagle Canyon ES, Glenmeade ES, Marshall ES, Rolling Ridge ES, Briggs K-8, and Canyon Hills JHS Funding source: Capital Facilities</p>
<p>SS-1314-001 Project Lead the Way, Inc. To provide science, technology, engineering, and mathematics (STEM) education curriculum. Submitted by: Student Support Services Duration of Agreement: February 7, 2014 - June 30, 2015 Original Agreement Board Approval: February 6, 2014</p>	<p>Extend contract for the current school year. July 1, 2018 – June 30, 2019. Contract amount: \$11,000.00 Funding source: Various</p>

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: August 16, 2018
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations
SUBJECT: SURPLUS/OBSOLETE PROPERTY

=====

BACKGROUND

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

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

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

RECOMMENDATION

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

FISCAL IMPACT

Increase to the General Fund from proceeds of sale.

NE:GJS:pw

**CHINO VALLEY UNIFIED SCHOOL DISTRICT
SURPLUS/OBSOLETE PROPERTY
August 16, 2018**

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Table			Human Resources
Large Format Printer	HP Designjet 800PS	SG2AB3101B	Media Center
Large Format Printer	HP Designjet Z3200	CN41S2K011	Media Center
Laptop	Dell	HF974A03	Media Center
Laptop	Dell	E2K24CLNS	Media Center
Laptop	Quantex	7200039703	Media Center
TV	Samsung	3CBN500424T	Borba ES
TV	GE	709515835	Borba ES
TV	GE	709515828	Borba ES
TV	Panasonic	F1AA45018	Borba ES
TV	Panasonic	F1AA45007	Borba ES
TV	Samsung	3CBKA03471M	Borba ES
TV	GE	709515838	Borba ES
TV	Samsung	3CBKA03259W	Borba ES
TV	Panasonic	F1AA45021	Borba ES
TV	Panasonic	F1AA21620	Borba ES
TV	Panasonic	F1AA45009	Borba ES
TV	Panasonic	F1AA21634	Borba ES
TV	Samsung	3CBKA03260Y	Borba ES
TV	Panasonic	F1AA21617	Borba ES
TV	Samsung	3CBKA03255R	Borba ES
TV	Samsung	39ZR852956A	Borba ES
TV	Quasar	D9AA23291	Borba ES
TV	Quasar	D9AA23292	Borba ES
TV	Quasar	D9AA22931	Borba ES
TV	Panasonic	F1AA45006	Borba ES
TV	Quasar	D9AA23289	Borba ES
TV	Panasonic	F1AA21628	Borba ES
TV	Samsung	39ZR852971H	Borba ES
TV	Panasonic	F1AA21623	Borba ES
TV	Samsung	39ZR852958D	Borba ES
TV	Panasonic	F1AA45008	Borba ES
TV	Panasonic	F1AA45005	Borba ES
TV	Panasonic	F1AA45020	Borba ES
TV	Panasonic	F1AA45016	Borba ES
TV	Samsung	3CBKA03261A	Borba ES
TV	Quasar	D9AA23287	Borba ES
Projector	Epson	30019	Butterfield Ranch ES

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Projector	Epson	30022	Butterfield Ranch ES
Office Chair			Butterfield Ranch ES
Tower	Dell	24290	Butterfield Ranch ES
Monitor	Dell		Butterfield Ranch ES
Keyboards (2)	Dell		Butterfield Ranch ES
TV	GE	25GT536	Butterfield Ranch ES
CD Player	School Mate		Butterfield Ranch ES
VCR/DVD Player	Magnavox	MSD804	Butterfield Ranch ES
VCR/DVD Player	Magnavox	M50804	Butterfield Ranch ES
Powerbook	Mac	A29646	Butterfield Ranch ES
Keyboards (4)	Apple		Butterfield Ranch ES
Tape Player	Califone	3432 AV	Butterfield Ranch ES
Camcorder	RCA		Butterfield Ranch ES
Monitor	Mac	15016	Butterfield Ranch ES
Monitor	Mac	15018	Butterfield Ranch ES
Monitor	Mac	18897	Butterfield Ranch ES
Monitor	Mac	18888	Butterfield Ranch ES
Shredder	Fellows	DMISC	Butterfield Ranch ES
Monitor	Dell	46633-72A-4UOM	Butterfield Ranch ES
Monitor	Dell	72872-725-38NL	Butterfield Ranch ES
Monitor	Dell	46633-GSM-SMPS	Butterfield Ranch ES
CD Player/Speakers	Sharp	CD406	Butterfield Ranch ES
CD Players (2)	Panasonic		Butterfield Ranch ES
Headphones (14)			Butterfield Ranch ES
Encyclopedias (20)	Red		Butterfield Ranch ES
Encyclopedias (35)	Britannica		Butterfield Ranch ES
Encyclopedias (4)	Compton		Butterfield Ranch ES
Laptop	Dell	29130	Chaparral ES
Laptop	Dell	32584	Chaparral ES
Projector	Epson	29618	Chaparral ES
Projector	Epson	29310	Chaparral ES
Projector	Epson	26999	Chaparral ES
TV	Sylvania	V25544908	Eagle Canyon ES
TV	Sharp	A605827714	Eagle Canyon ES
VCR	Sharp	A60527676	Eagle Canyon ES
VCR	Zenith	602001194	Eagle Canyon ES
TV	Sharp	A605829701	Eagle Canyon ES
VCR	Zenith	602000342	Eagle Canyon ES
Refrigerator	Traulsen	T066190G91	El Rancho ES
TV	Sharp	A27619	Hidden Trails ES
VCR	Sharp	A2544	Hidden Trails ES

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer	Dell/Optiplex 780	35013	Boys Republic HS
Computer	Dell/Optiplex 780	35011	Boys Republic HS
Tower	Apple/PowerMac	10965	Boys Republic HS
Printer	HP/1606		Boys Republic HS
Monitor	Apple		Boys Republic HS
Copier	Xerox 3120	UAG539188	Boys Republic HS
Laptop	Dell e5430	41451	Boys Republic HS
Laptop	Dell Latitude	40342	Boys Republic HS
Computer	Apple PowerMac	30046	Boys Republic HS
Printer	Xerox Phaser3500	24237	Boys Republic HS
Tower	Apple		Boys Republic HS
DVD/VCR Player	Sylvania		Boys Republic HS
Student Desks (25)			Buena Vista HS
Tables (5)			Buena Vista HS
Overhead Projectors (8)			Buena Vista HS
TV		A27459	Buena Vista HS
TV		A27455	Buena Vista HS
TV		A27454	Buena Vista HS

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: August 16, 2018
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations
Anna G. Hamilton, Director, Purchasing
SUBJECT: CUPCAA BID 18-19-04I, FORMER EL RANCHO ES PLUMBING CONNECTIONS

=====

BACKGROUND

Pursuant to Public Contract Code 22032(b) public projects in the amount of \$175,000.00 or less can use informal bidding procedures as defined by the Uniform Public Construction Cost Accounting Act.

A Notice to Contractors Calling for Bids for CUPCAA Bid 18-19-04I, Former El Rancho ES Plumbing Connections, was emailed on July 24, 2018, to contractors currently listed on the 2018 list of qualified contractors. Bids were opened at 1:00 p.m. on August 6, 2018. The results are as follows:

Contractor	Bid Amount
Pro-Craft Construction, Inc.	\$93,000.00
Frasca Plumbing Co.	\$152,380.00

The basic scope of work for this project includes: Connecting a new domestic PVC line into each building point of connection and the city water meter. It will also consist of branching off the same new domestic line into a new irrigation backflow system and back into a new irrigation PVC pipe. All change in direction of each line will be connected giving a completed domestic water service and a completed irrigation main line with capped ends as specified. Contractor will also install a tee off the domestic line to supply water to a backflow and master valve in a new chain link enclosure.

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

RECOMMENDATION

It is recommended the Board of Education award CUPCAA Bid 18-19-04I, Former El Rancho ES Plumbing Connections, to Pro-Craft Construction, Inc.

FISCAL IMPACT

\$93,000.00 to Measure G Fund 01.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: August 16, 2018

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: NOTICE OF COMPLETION FOR CUPCCAA PROJECTS

=====

BACKGROUND

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

CUPCCAA Project	Project Description	Contractor	Original Quotation	Change Order	Total	Funding Source
CC2018-14	Landscape Installation and Materials at Ayala HS	Hernandez Landscape Co. Inc.	\$44,480.00	N/A	\$44,480.00	25
CC2018-16	AC Replacement at Borba ES	Leading Edge Air Conditioning	\$20,990.60	N/A	\$20,990.60	25
CC2018-24	Landscaping West Fence Line at Briggs K-8	Hernandez Landscape Co. Inc.	\$24,860.00	N/A	\$24,860.00	25
CC2018-28	Office Wall Installation at HOPE Center at Adult School	KYA Services LLC	\$22,754.04	N/A	\$22,754.04	01
CC2018-33	Intercom System Install and Testing at EI Rancho ES	Time and Alarm Systems	\$39,212.00	N/A	\$39,212.00	21
CC2018-34	Flooring Installation at EI Rancho ES	Rite Way Flooring Inc.	\$33,313.34	N/A	\$33,313.34	21
CC2018-47	Projector and Screen Removal at Briggs K-8	Angelo Construction	\$19,231.25	N/A	\$19,231.25	21

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

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

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

RECOMMENDATION

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

FISCAL IMPACT

\$22,754.04 General Fund 01.

\$91,756.59 to Building Fund 21.

\$45,850.60 to RDA Fund 25.

\$44,480.00 to Tax A Fund 25.

NE:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: August 16, 2018

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations
Maggie Bunten, Director, Technology

**SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR
BID 17-18-11I, CANYON HILLS JHS; MAGNOLIA JHS;
RAMONA JHS; TOWNSEND JHS; WOODCREST JHS; AYALA HS;
CHINO HILLS HS; AND DON LUGO HS WIRELESS ACCESS POINT
INSTALLATION**

=====

BACKGROUND

On February 15, 2018, the Board of Education awarded Bid 17-18-11I, Canyon Hills JHS; Magnolia JHS; Ramona JHS; Townsend JHS; Woodcrest JHS; Ayala HS; Chino Hills HS; and Don Lugo HS Wireless Access Point Installation, to VectorUSA. All contracted work was completed on June 18, 2018. Contract summary is provided below.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
\$130,815.60	\$10,679.58	\$141,495.18	\$7,074.75

Documentation indicating satisfactory completion and compliance with specification has been obtained from the following individuals: Maggie Bunten, Director, Technology; Jonathan Campbell, Maintenance Supervisor; James Costa, Construction Coordinator; and Martin Silveira, Director, Maintenance and Operations.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 17-18-11I, Canyon Hills JHS; Magnolia JHS; Ramona JHS; Townsend JHS; Woodcrest JHS; Ayala HS; Chino Hills HS; and Don Lugo HS Wireless Access Point Installation.

FISCAL IMPACT

\$141,495.18 to General Fund 01.

NE:GJS:MB:pw



CHINO VALLEY
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CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning, and Operations Division
5130 Riverside Drive
Chino, CA 91719
Telephone: 909.628.1201 x1450 FAX: 909.590.1639

C H A N G E O R D E R

DATE: 8/6/2018 BID # 17-18-111 CHANGE ORDER # 1

PROJECT: JHS & HS Wireless Access Point Installation

DSA APPLICATION #: N/A DSA FILE #: N/A

OWNER: Chino Valley Unified School District

ARCHITECT: N/A CONTRACTOR: Vector USA

THE CONTRACTOR IS HEREBY AUTHORIZED TO DO THE FOLLOWING: Contractor will provide and install 57 outdoor rated access point enclosures and 13 indoor rated access point enclosures to house access point in the gyms.

Requested by: Maggie Bunten

Reason: To expand wireless capabilities for secondary sites to include blacktop and common areas.

The original contract amount was:	\$	<u>130,815.60</u>
The contract amount will be increased/decreased by this Change Order:	\$	<u>10,679.58</u>
The new contract amount including this Change Order will be:	\$	<u>141,495.18</u>
The original contract completion date:	<u>6/30/2018</u>	
The contract time will be increased/decreased by days:	<u>0</u>	
The date of completion as a result of this Change Order is:	<u>6/30/2018</u>	

APPROVED BY:

GENERAL CONTRACTOR

N/A

DSA INSPECTOR OF RECORD

CVUSD CONSTRUCTION COORDINATOR

[Signature]

PROJECT MANAGER

[Signature]

CVUSD DIRECTOR OF MAINTENANCE, OPERATIONS & CONSTRUCTION

[Signature]

OWNER (authorized agent)

ARCHITECT/ENGINEER/CONSULTANT

DATE

—

DATE

DATE

8/7/2018

DATE

8/8/18

DATE

DATE

DATE

DATE

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: August 16, 2018
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations
Anna G. Hamilton, Director, Purchasing
SUBJECT REJECTION OF BIDS FOR 17-18-35F, FORMER EL RANCHO ES HVAC EMS CONTROL

=====

BACKGROUND

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

A Notice to Contractors Calling for Bids for Bid 17-18-35F, Former El Rancho ES HVAC EMS Control, was published in the Inland Valley Daily Bulletin on June 6, 2018 and June 8, 2018. Bids were opened at 1:00 p.m. on Thursday, June 7, 2018. The results are as follows:

CONTRACTOR	BID
Pacific West Industries, Inc.	\$348,000.00
Arrowhead Mechanical Inc.	\$359,000.00
Carter Services	Non-responsive

Upon receipt of one bid, staff reviewed all documents and determined that the bid was over budget. Staff requests rejection of all bids.

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

RECOMMENDATION

It is recommended the Board of Education reject the bids received for Bid 17-18-35F, Former El Rancho ES HVAC EMS Control.

FISCAL IMPACT

None.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: August 16, 2018
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations
Anna G. Hamilton, Director, Purchasing
**SUBJECT: RESOLUTIONS 2018/2019-08, 2018/2019-09, 2018/2019-10, AND
2018/2019-11 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
2018/2019-08	Corona-Norco Unified School District Bid No. 2015/16-006	Southwest School & Office Supplies	Classroom and Office Supplies with Just-in-Time-Service	1/12/2016-1/11/2019

Resolution	Contract	Contractor	Description	Term
2018/2019-09	Santa Clarita Valley School Food Services Agency RFP # 13-14-01012014-1	Gold Star Foods, Inc.	USDA Foods Distribution – Super Cooperative	7/1/2018-6/30/2019
2018/2019-10	Pomona Unified School District RFP No. 12(7-18) FN	Gold Star Foods, Inc.	Distribution of USDA Foods and Commercial Food Products – Pomona Unified Collaborative/Member Districts	7/1/2018-6/30/2019
2018/2019-11	Ontario-Montclair School District RFP C-189-003	Gold Star Foods, Inc.	Snack Foods and Beverages	7/1/2018-6/30/2019

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolutions 2018/2019-08, 2018/2019-09, 2018/2019-10, and 2018/2019-11 for authorization to utilize piggyback contracts.

FISCAL IMPACT

Unknown.

NE:GJS:AGH:pw

**Chino Valley Unified School District
Resolution 2018/2019-08
Authorization to Utilize the Corona-Norco Unified School District
Bid No. 2015/16-006 With Southwest School & Office Supplies
to Purchase Classroom and Office Supplies with Just-In-Time Service
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 classroom and office supplies with Just-in-Time service for the District;

WHEREAS, Corona-Norco Unified School District currently has a piggyback contract, Bid No. 2015/16-006, in accordance with Public Contract Code 20118 with Southwest School & Office Supplies 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 classroom and office supplies with Just-in-Time service through the piggyback contract procured by the Corona-Norco Unified School District Bid No. 2015/16-006.

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 classroom and office supplies with Just-in-Time service through the piggyback contract originally procured by the Corona-Norco Unified School District Bid No. 2015/16-006 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 classroom and office supplies with Just-in-Time service in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Corona-Norco Unified School District Bid No. 2015/16-006.

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 January 12, 2016, for the term ending January 11, 2019.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 16th day of August 2018 by the following vote:

Blair	_____
Cruz	_____
Feix	_____
Na	_____
Orozco	_____

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 2018/2019-09
Authorization to Utilize the Santa Clarita Valley School Food Services Agency
RFP #13-14-01012014-1 With Gold Star Foods, Inc.
to Purchase USDA Foods Distribution – Super Cooperative
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 USDA foods distribution – super cooperative for the District;

WHEREAS, Santa Clarita Valley School Food Services Agency currently has a piggyback contract, RFP #13-14-01012014-1, in accordance with Public Contract Code 20118 with Gold Star Foods, Inc. that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

WHEREAS, the Board has determined that it is in the best interest of the District to authorize the purchase of USDA foods distribution – super cooperative through the piggyback contract procured by the Santa Clarita Valley School Food Services Agency RFP #13-14-01012014-1.

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

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

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of USDA foods distribution – super cooperative through the piggyback contract originally procured by the Santa Clarita Valley School Food Services Agency RFP #13-14-01012014-1 is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of USDA foods distribution – super cooperative in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Santa Clarita Valley School Food Services Agency RFP #13-14-01012014-1.

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

Section 5. Effective Date. This resolution shall be effective as of July 1, 2018, for the term ending June 30, 2019.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 16th day of August 2018 by the following vote:

Blair	_____
Cruz	_____
Feix	_____
Na	_____
Orozco	_____

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 2018/2019-10
Authorization to Utilize the Pomona Unified School District RFP No. 12(7-18) FN
With Gold Star Foods, Inc.
to Purchase Distribution of USDA Foods and Commercial Food Products –
Pomona Unified Collaborative/Member Districts
Through the Piggyback Contract**

WHEREAS, the Board of Education (Board) of the Chino Valley Unified School District (District) has determined that a true and very real need exists to procure Distribution of USDA Foods and Commercial Food Products – Pomona Unified Collaborative/Member Districts for the District;

WHEREAS, Pomona Unified School District currently has a piggyback contract, RFP No. 12(7-18) FN, in accordance with Public Contract Code 20118 with Gold Star Foods, Inc. that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

WHEREAS, the Board has determined that it is in the best interest of the District to authorize the purchase of Distribution of USDA Foods and Commercial Food Products – Pomona Unified Collaborative/Member Districts through the piggyback contract procured by the Pomona Unified School District RFP No. 12(7-18) FN.

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

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

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of Distribution of USDA Foods and Commercial Food Products – Pomona Unified Collaborative/Member Districts through the piggyback contract originally procured by the Pomona Unified School District RFP No. 12(7-18) FN is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of Distribution of USDA Foods and Commercial Food Products – Pomona Unified Collaborative/Member Districts in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Pomona Unified School District RFP No. 12(7-18) FN.

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

Section 5. Effective Date. This resolution shall be effective as of July 1, 2018, for the term ending June 30, 2019.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 16th day of August 2018 by the following vote:

Blair	_____
Cruz	_____
Feix	_____
Na	_____
Orozco	_____

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 2018/2019-11
Authorization to Utilize the Ontario-Montclair School District RFP C-189-003
With Gold Star Foods, Inc.
to Purchase Snack Foods and Beverages
Through the Piggyback Contract**

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

WHEREAS, Ontario-Montclair School District currently has a piggyback contract, RFP C-189-003, in accordance with Public Contract Code 20118 with Gold Star Foods, Inc. that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

WHEREAS, the Board has determined that it is in the best interest of the District to authorize the purchase of snack foods and beverages through the piggyback contract procured by the Ontario-Montclair School District RFP C-189-003.

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

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

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of snack foods and beverages through the piggyback contract originally procured by the Ontario-Montclair School District RFP C-189-003 is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of snack foods and beverages in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Ontario-Montclair School District RFP C-189-003.

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

Section 5. Effective Date. This resolution shall be effective as of July 1, 2018, for the term ending June 30, 2019.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 16th day of August 2018 by the following vote:

Blair	_____
Cruz	_____
Feix	_____
Na	_____
Orozco	_____

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: August 16, 2018

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: CHANGE ORDERS FOR PHASE 3 PROJECT DESIGN AND CONSTRUCTION OF ENERGY EFFICIENCY MEASURES 1 AND 2 AT VARIOUS SITES

=====

BACKGROUND

On September 7, 2017, the Board of Education approved Phase 3 Project Design and Construction of Energy Efficiency Measures 1, 2, and 3 at Various Sites to Trane U.S., Inc. During the pre-construction audit it was determined that lights at the Media Center, Borba ES, Rhodes ES, and Buena Vista HS had already been replaced with LED lights by District Maintenance staff. Additionally, during installation, several fixture lenses had to be replaced. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Description	Amount
	Original contracted amount	\$2,492,870.00
1	Credit for lights replaced by District	(\$46,060.00)
	Revised Total Project Amount:	\$2,446,810.00

The change order results in a net decrease of \$46,060.00 to the construction cost and no change in contract time. The revised total project cost, including all change orders, is \$2,446,810.00.

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

RECOMMENDATION

It is recommended the Board of Education approve the change order for Phase 3 Project Design and Construction of Energy Efficiency Measures 1 and 2 at Various Sites.

FISCAL IMPACT

\$46,060.00 Credit to Prop 39 Fund 01.

NE:GJS:AGH:pw



Change Order

Southern California Trane
Tyler Clemmer
District Manager
CA State Contractors License # 561796
Commercial Sales
Expiration Date: 3/31/19

3253 E. Imperial Hwy.
Brea, CA 92821
TEL 626 913-7123
FAX 626 913-8419

To: Chino Valley USD
5130 Riverside Dr.
Chino, CA 91710

Date: 7/6/18

Change Order: 1

Attn: Martin Silveira

Payment Terms: Net 30 Days

Re: Don Lugo Prop 39 Implementation, Phase III
Trane job no. PID61064

Subject: Change Order #1

During the pre-construction audit, we found a number of lights that were included in the phase III estimate but were already replaced with LED lights. This change order proposal is a credit due back to the district for the lights listed below:

- Buena Vista – 65 exterior lights removed from our scope. Credit for this school is \$22,096.00
- Ana Borba – 40 exterior lights removed from our scope. Credit for this school is \$13,042
- Media Center – 6 exterior lights removed from our scope. Credit for this school is \$1,161.00
- Edwin Rhoades – 137 exterior lights removed from our scope. Credit for this school is \$50,368.00

Total Credit: \$86,667.00

Respectfully,

Ron Miller

Ron Miller
Project Manager

ACCEPTANCE: Please sign and return one copy.

THIS CHANGE ORDER IS ACCEPTED THIS 3RD DAY OF AUGUST, 2018

PURCHASE ORDER _____ FIRM _____

BY [Signature] TITLE ASST. SVPT.



Standard Contract Terms and Conditions

Acceptance. A proposal made upon these terms is subject to acceptance within thirty days from date and the prices are subject to change without notice prior to acceptance by Customer. If your order is an acceptance of a written proposal, on a form provided by Trane, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is Trane's offer, subject to credit approval, to provide the goods and/or Work solely in accordance with the following terms and conditions of sale. If we do not hear from you within two weeks from the date hereof, Trane shall rely upon your silence as an acceptance of these terms and conditions and performance will be made in accordance herewith. Customer's acceptance of goods and/or Work by Trane on this order will in any event constitute an acceptance by Customer of these terms and conditions.

Contract Price. The Contract Price includes standard ground transportation and all sales, consumer, use and similar taxes legally enacted as of the date hereof only for equipment and material installed by Trane and labor as required by law. Equipment sold on an uninstalled basis does not include sales tax and applicable taxes will be added.

Exclusions From Work. Trane's obligation is limited to the Work as defined and does not include any modifications to the Premises under the Americans With Disabilities Act or any other law or building code(s).

Construction Procedures. Trane shall supervise and direct the Work using its best skill and attention and have exclusive control over construction means, methods, techniques, sequences and procedures.

Payment Terms. Customer shall pay Trane's invoices within net thirty (30) days of invoice date. Trane may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Trane, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required hereby, Trane may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Trane for all reasonable shutdown, standby and start-up costs as a result of the suspension. All amounts outstanding 10 days beyond the due date are subject to a service charge not to exceed 1.5% of the principal amount due or the maximum allowable legal interest rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by Trane in attempting to collect amounts due and otherwise enforcing these terms and conditions.

Time For Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Trane, all dates provided by Trane or its representatives for commencement, progress or completion are estimates only. While Trane shall use commercially reasonable efforts to meet such estimated dates, Trane shall not be responsible for any damages for its failure to do so.

Access. Trane and its contractors or subcontractors shall be provided access to the Premises during regular business hours, or such other hours as may be requested by Trane and acceptable to the Premises' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Trane's access to correct any emergency condition shall not be restricted.

Permits And Governmental Fees. Trane shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work, which are legally required when bids from Trane's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

Utilities During Construction. Trane shall be provided without charge all water, heat, and utilities during performance of the Work.

Concealed Or Unknown Conditions. In the performance of the Work, if Trane encounters conditions at the Premises that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Trane shall notify Customer of such conditions promptly, prior to significantly disturbing the same. If such conditions differ materially and cause an increase in Trane's cost of, or time required for, performance of any part of the Work, Trane shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

Asbestos And Hazardous Materials. Trane's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Trane, there are no Hazardous Materials on the Premises that will in any way affect Trane's Work and Customer has disclosed to Trane the existence and location of any Hazardous Materials in all areas within which Trane will be performing the Work. Should Trane become aware of or suspect the presence of Hazardous Materials, Trane may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, including the payment thereof, arising out of or relating to any Hazardous Materials on or about the Premises, not brought onto the Premises by Trane. Trane shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Trane be obligated to transport or handle Hazardous Material, to provide any notices to any governmental agency, or to examine the Premises for the presence of Hazardous Materials.

Conditions Beyond Control Of Parties. If Trane shall be unable to carry out any material obligation under this Agreement due to events beyond its control, such as acts of God, governmental or judicial authority, insurrections, riots, labor disputes, labor or material shortages, fires, or explosions, this Agreement shall at Trane's election (i) remain in effect but Trane's obligations shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Trane for all parts of the Work furnished to the date of termination.

Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Trane the right, without an election of remedies, to terminate this Agreement by delivery of written notice declaring termination, upon which event Customer shall be liable to Trane for all Work furnished to date and all damages sustained by Trane (including lost profit and overhead): (1) Any failure by Customer to pay amounts due more than thirty (30) days after the date of the invoice therefor; or (2) Any failure by Customer to perform or comply with any material provision of this Agreement.

Indemnification. Trane and Customer shall indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. However, neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the negligence or misconduct of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. Notwithstanding any contrary provision, neither party shall be liable to the other for any special, incidental, consequential or punitive damages.

Workmanship And Equipment Warranty. Trane warrants that, for a period of one year from the date of substantial completion (the "Warranty Period"), Trane equipment installed hereunder and Work (i) shall be free from defects in material, manufacture, and workmanship and (ii) shall have the capacities and ratings set forth in Trane's catalogs and bulletins; substantial completion shall be the earlier of the date that the Work is sufficiently complete so that Customer can utilize the Work for its intended use or the date that Customer receives beneficial use of the Work. For Trane equipment not installed by Trane, the Warranty Period is the lesser of 12 months from initial start-up or 18 months from the date of shipment. If such defect is discovered within the Warranty Period, Trane will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to this warranty. No liability whatever shall attach to Trane until said equipment and Work have been paid for in full and then said liability shall be limited to Trane's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment and/or parts that are not manufactured by Trane are not warranted by Trane and have such warranties as may be extended by the respective manufacturer. Trane's warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modifications or repairs not performed by Trane, improper operation, or normal wear and tear under normal usage. Trane shall not be obligated to pay for the cost of lost refrigerant.

THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TRANE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

Applicable Law. This Agreement is made and shall be interpreted and enforced in accordance with the laws of the State of Minnesota.

Assignment. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Trane. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's successors and assigns.

Page 3 of 3

Complete Agreement. This Agreement shall constitute the entire Agreement between both parties and this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Trane is a signatory thereon.

The Trane Company

1-26.251-10-(Back)-(1297)
Supersedes 1-26.251-10-(Back)-(795)



Change Order

Southern California Trane
 Tyler Clemmer
 District Manager
 CA State Contractors License # 561796
 Commercial Sales
 Expiration Date: 3/31/19

3253 E. Imperial Hwy.
 Brea, CA 92821
 TEL 626 913-7123
 FAX 626 913-8419

To: Chino Valley USD
 5130 Riverside Dr.
 Chino, CA 91710

Date: 7/6/18

Change Order: 2

Attn: Martin Silveira

Payment Terms: Net 30 Days

Re: Don Lugo Prop 39 Implementation, Phase III
 Trane job no. PID61064

Subject: Change Order #2

During the installation, we found 1x4 fixture lenses that were either discolored or very brittle and would break when the lens was either taken off or re-installed. These lenses are no longer available and would have to be custom built. In lieu of replacing the lenses, Trane proposes replacing the entire fixture with new surface mount fixtures, model number WRP-4FT-42-4000K.

- Ana Borba – 38 fixtures
- Adult School – 17 fixtures
- Magnolia – 2 fixtures
- Rhodes – 13 fixtures
- Dickey – 55 fixtures
- Alternate Education Center – 279 fixtures
- Buena Vista – 2 fixtures
- Ramona – 68 fixtures
- Newman – 31 fixtures

Total Cost Differential: \$40,607.00

Respectfully,
Ron Miller
 Ron Miller
 Project Manager

ACCEPTANCE: Please sign and return one copy.

THIS CHANGE ORDER IS ACCEPTED THIS 3RD DAY OF AUGUST, 2018

PURCHASE ORDER _____ FIRM _____

BY [Signature] TITLE ASST-SUPT.



Standard Contract Terms and Conditions

Acceptance. A proposal made upon these terms is subject to acceptance within thirty days from date and the prices are subject to change without notice prior to acceptance by Customer. If your order is an acceptance of a written proposal, on a form provided by Trane, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is Trane's offer, subject to credit approval, to provide the goods and/or Work solely in accordance with the following terms and conditions of sale. If we do not hear from you within two weeks from the date hereof, Trane shall rely upon your silence as an acceptance of these terms and conditions and performance will be made in accordance herewith. Customer's acceptance of goods and/or Work by Trane on this order will in any event constitute an acceptance by Customer of these terms and conditions.

Contract Price. The Contract Price includes standard ground transportation and all sales, consumer, use and similar taxes legally enacted as of the date hereof only for equipment and material installed by Trane and labor as required by law. Equipment sold on an uninstalled basis does not include sales tax and applicable taxes will be added.

Exclusions From Work. Trane's obligation is limited to the Work as defined and does not include any modifications to the Premises under the Americans With Disabilities Act or any other law or building code(s).

Construction Procedures. Trane shall supervise and direct the Work using its best skill and attention and have exclusive control over construction means, methods, techniques, sequences and procedures.

Payment Terms. Customer shall pay Trane's invoices within net thirty (30) days of invoice date. Trane may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Trane, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required hereby, Trane may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Trane for all reasonable shutdown, standby and start-up costs as a result of the suspension. All amounts outstanding 10 days beyond the due date are subject to a service charge not to exceed 1.5% of the principal amount due or the maximum allowable legal interest rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by Trane in attempting to collect amounts due and otherwise enforcing these terms and conditions.

Time For Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Trane, all dates provided by Trane or its representatives for commencement, progress or completion are estimates only. While Trane shall use commercially reasonable efforts to meet such estimated dates, Trane shall not be responsible for any damages for its failure to do so.

Access. Trane and its contractors or subcontractors shall be provided access to the Premises during regular business hours, or such other hours as may be requested by Trane and acceptable to the Premises' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Trane's access to correct any emergency condition shall not be restricted.

Permits And Governmental Fees. Trane shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work, which are legally required when bids from Trane's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

Utilities During Construction. Trane shall be provided without charge all water, heat, and utilities during performance of the Work.

Concealed Or Unknown Conditions. In the performance of the Work, if Trane encounters conditions at the Premises that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Trane shall notify Customer of such conditions promptly, prior to significantly disturbing the same. If such conditions differ materially and cause an increase in Trane's cost of, or time required for, performance of any part of the Work, Trane shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

Asbestos And Hazardous Materials. Trane's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Trane, there are no Hazardous Materials on the Premises that will in any way affect Trane's Work and Customer has disclosed to Trane the existence and location of any Hazardous Materials in all areas within which Trane will be performing the Work. Should Trane become aware of or suspect the presence of Hazardous Materials, Trane may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, including the payment thereof, arising out of or relating to any Hazardous Materials on or about the Premises, not brought onto the Premises by Trane. Trane shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Trane be obligated to transport or handle Hazardous Material, to provide any notices to any governmental agency, or to examine the Premises for the presence of Hazardous Materials.

Conditions Beyond Control Of Parties. If Trane shall be unable to carry out any material obligation under this Agreement due to events beyond its control, such as acts of God, governmental or judicial authority, insurrections, riots, labor disputes, labor or material shortages, fires, or explosions, this Agreement shall at Trane's election (i) remain in effect but Trane's obligations shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Trane for all parts of the Work furnished to the date of termination.

Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Trane the right, without an election of remedies, to terminate this Agreement by delivery of written notice declaring termination, upon which event Customer shall be liable to Trane for all Work furnished to date and all damages sustained by Trane (including lost profit and overhead): (1) Any failure by Customer to pay amounts due more than thirty (30) days after the date of the invoice therefor; or (2) Any failure by Customer to perform or comply with any material provision of this Agreement.

Indemnification. Trane and Customer shall indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. However, neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the negligence or misconduct of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. Notwithstanding any contrary provision, neither party shall be liable to the other for any special, incidental, consequential or punitive damages.

Workmanship And Equipment Warranty. Trane warrants that, for a period of one year from the date of substantial completion (the "Warranty Period"), Trane equipment installed hereunder and Work (i) shall be free from defects in material, manufacture, and workmanship and (ii) shall have the capacities and ratings set forth in Trane's catalogs and bulletins; substantial completion shall be the earlier of the date that the Work is sufficiently complete so that Customer can utilize the Work for its intended use or the date that Customer receives beneficial use of the Work. For Trane equipment not installed by Trane, the Warranty Period is the lesser of 12 months from initial start-up or 18 months from the date of shipment. If such defect is discovered within the Warranty Period, Trane will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to this warranty. No liability whatever shall attach to Trane until said equipment and Work have been paid for in full and then said liability shall be limited to Trane's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment and/or parts that are not manufactured by Trane are not warranted by Trane and have such warranties as may be extended by the respective manufacturer. Trane's warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modifications or repairs not performed by Trane, improper operation, or normal wear and tear under normal usage. Trane shall not be obligated to pay for the cost of lost refrigerant.

THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TRANE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

Applicable Law. This Agreement is made and shall be interpreted and enforced in accordance with the laws of the State of Minnesota.

Page 3 of 3

Assignment. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Trane. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's successors and assigns.

Complete Agreement. This Agreement shall constitute the entire Agreement between both parties and this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Trane is a signatory thereon.

The Trane Company

1-26.251-10--(Back)--(1297)
Supersedes 1-26.251-10--(Back)--(795)

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: August 16, 2018
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations
SUBJECT: FACILITIES USE AGREEMENT WITH THE AMERICAN RED CROSS

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BACKGROUND

The American Red Cross ('Red Cross'), a non-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement allows the Red Cross use of District school facilities at Canyon Hills JHS; Magnolia JHS; Ramona JHS; Townsend JHS; Woodcrest JHS; Ayala HS; Chino HS; Chino Hills HS; and Don Lugo HS, to provide services during a disaster.

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

RECOMMENDATION

It is recommended the Board of Education approve the Facilities Use Agreement with the American Red Cross.

FISCAL IMPACT

Unknown.

NE:GJS:pw



The American National Red Cross (“Red Cross”), a non-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public who support the Red Cross with generous donations. The Red Cross’s disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner (“Owner”) so the Red Cross can use the facility to provide services during a disaster. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

Parties and Facility

Owner:

Full Name of Owner	Chino Valley Unified School District
Address	5130 Riverside Drive, Chino, CA 91710
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Gregory J. Stachura, Assistant Superintendent, Facilities, Planning & Operations 909 628-1201, ext. 1200 909 721-2334
Address for Official Notices (only if different from above address)	

Red Cross:

Chapter Name	American Red Cross Serving San Bernardino County		
Chapter Address	10600 Trademark Pkwy, Rancho Cucamonga, CA 91730		
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Tom Hyatt, DPM 909-481-2835 (work) 760-701-0771 (cell)	or	Erin Fox, DPM 909-481-2835 (work) 909-518-7332 (cell)
Address for Official Notices	American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031		

Facility:

Insert name and complete street address of building or, if multiple buildings, write “See attached facility list,” and attach facility list, including complete street address of each building that is part of this agreement. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.
See attached facility list

Terms and Conditions

1. **Use of Facility:** Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	Red Cross Initials
Service Center (Operations, Client Services, or Volunteer Intake)		
Storage of supplies		
Parking of vehicles		
Disaster Shelter		

2. **Facility Management:** The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.
3. **Condition of Facility:** The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's **Facility/Shelter Opening/Closing Form** to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.
4. **Food Services** (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request by the Red Cross, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate meals at the direction of and in cooperation with the Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Red Cross's activities at the Facility.
5. **Custodial Services** (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request of the Red Cross and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate the these services at the direction of and in cooperation with the Red Cross Manager.
6. **Security/Safety:** In coordination with the Facility Coordinator, the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.
7. **Signage and Publicity:** The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross concludes its activities at the Facility. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.

8. **Closing the Facility:** The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form*, to record any damage or conditions.
9. **Reimbursement:** Subject to the conditions in paragraph 10(e) below, the Red Cross will reimburse the Owner for the following:
- a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.
 - b. *Reasonable costs associated with custodial and food service personnel and supplies* which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
 - c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross):

	Owner Initials	Red Cross Initials
Water		
Gas		
Electricity		
Waste Disposal		

- d. The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.
 - e. If the disaster is a Federally-declared disaster and Owner is a municipal or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Red Cross is not obligated to reimburse the Owner for costs covered by Public Assistance Category B.
10. **Insurance:** The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.
11. **Indemnification:** The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.
12. **Term:** The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.



Facility Use Agreement

Chino Valley Unified School District

Owner (Legal Name)

By (Signature)

Gregory J. Stachura

Name (Printed)

Asst. Supt., Facilities, Planning & Operations

Title

Date

The American National Red Cross

(Legal Name)

By (Signature)

Name (Printed)

Title

Date



Partner Emergency Contact Update Form

At periodic intervals the American Red Cross reviews our Partner contact information to insure rapid access to our emergency facilities in the event of need. Would you please take a minute and provide current up to date information? Please be especially sure to include personal cell phone contact numbers for our emergency use only.

American Red Cross: Tom Elder, Facilities PO Box 400051 Hesperia, CA 92340

Phone/Email: 760-475-0843 telder321@gmail.com

Facility/Site Name: See attached Facility List.

Phone:

Point of Contact to Name: Gregory J. Stachura

Authorize Use of Title: Asst. Supt Facilities, Planning & Operations

Facility Office phone: 909 628-1201, ext. 1200

Cell phone: 909 721-2334

Point of Contact to Name: Martin Silveira

Open Facility Title: Director of Maintenance, Operations & Construction

Office phone: 909 628-1201, ext. 1450

Cell phone: 909 721-8897

Alternate Point of Name: Craig Frame

Contact Title: Director of Risk Management

Office phone: 909 628-1201, ext. 1300

Cell phone: 909 993-2235

Facility List

Facility	Street Address / Phone #	Portion of Building/Facility to be Used
Ayala High School	14255 Peyton Drive, Chino Hills, CA 91709 909 627-3584	Gymnasium, Kitchen, Multi-Purpose Room, Restrooms, Showers
Chino High School	5472 Park Place, Chino, CA 91710 909 627-7351	Gymnasium, Kitchen, Multi-Purpose Room, Restrooms, Showers
Chino Hills High School	16150 Pomona Rincon Road, Chino Hills CA 91709 909 606-7540	Gymnasium, Kitchen, Multi-Purpose Room, Restrooms, Showers
Don Lugo High School	13400 Pipeline Avenue, Chino, CA 91710 909 591-3902	Gymnasium, Kitchen, Multi-Purpose Room, Restrooms, Showers
Canyon Hills Junior School	2500 Madrugada Drive, Chino Hills, CA 91709 909 464-9938	Kitchen, Multi-Purpose Room, Restrooms, Showers
Magnolia Junior High School	13150 Mountain Avenue, Chino, CA 91710 909 627-9263	Kitchen, Multi-Purpose Room, Restrooms, Showers
Ramona Junior High School	4575 Walnut Avenue, Chino, CA 91710 909 627-9144	Kitchen, Multi-Purpose Room, Restrooms, Showers
Townsend Junior High School	15359 Ilex Drive, Chino Hills, CA 91709 909 591-2161	Kitchen, Multi-Purpose Room, Restrooms, Showers
Woodcrest Junior High School	2725 South Campus Avenue, Ontario, CA 91761 909 923-3455	Gymnasium, Kitchen, Multi-Purpose Room, Restrooms, Showers

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: August 16, 2018
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations
SUBJECT: **LICENSE AGREEMENT BETWEEN CHINO VALLEY UNIFIED SCHOOL DISTRICT AND SPECTRUM CENTER, INC. FOR THE USE OF REAL PROPERTY FOR THE 2018/2019 SCHOOL YEAR**

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BACKGROUND

The Chino Valley Unified School District, with the approval of the Board of Education, will continue the license agreement with Spectrum Center, Inc. for the 2018/2019 school year. The license grants a non-exclusive use of facilities for the purpose of operating a California certified private nonpublic school program. Spectrum Center, Inc. will provide a nonpublic school for students at the Alternative Education Center in Rooms 14, 15, 16, 17, 18, 19, and 20.

Nonpublic schools provide “appropriate special educational facilities, special education or designated instruction and services required by the individual with exceptional needs when no appropriate public education program is available.” Spectrum schools recognize the diversity of our student populations and our students’ special needs and provide a full range of support services that complement the academic programs, life skills training, and transition services. Spectrum offers all support services recommended through a student’s individualized education program.

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

RECOMMENDATION

It is recommended the Board of Education approve the license agreement between Chino Valley Unified School District and Spectrum Center, Inc. for the use of real property for the 2018/2019 school year.

FISCAL IMPACT

\$1,107.25 charged to Spectrum Center, Inc. per classroom per month.

NE:GJS:pw

**LICENSE AGREEMENT BETWEEN
CHINO VALLEY UNIFIED SCHOOL DISTRICT
AND
SPECTRUM CENTER, INC.
FOR THE USE OF REAL PROPERTY**

THIS LICENSE AGREEMENT (“License” or “Agreement”) is approved and entered into as of this 16th day of August, 2018 (“Effective Date”), by and between the **CHINO VALLEY UNIFIED SCHOOL DISTRICT**, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (the “LICENSOR”) and **SPECTRUM CENTER, INC.** a California certified Nonpublic School (the “LICENSEE”).

RECITALS

WHEREAS, LICENSOR is the owner of certain real property located at 15650 Pipeline Avenue, Chino Hills, CA commonly known as the Alternative Education Center site (“AEC Property”) as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, LICENSEE desires the use a portion of the Property; and

WHEREAS, LICENSOR is willing to grant to LICENSEE this License for the use of Rooms 14, 15, 16, 17, 18, 19, and 20 at the AEC Property, as designated in Exhibit A, as well as shared use of the computer lab, multi-purpose room/cafeteria, field, bathrooms, library, staff lounge, and meeting room at the Property in accordance with the terms and conditions of this License; LICENSEE and site administration will establish mutually agreed upon times for use of Facilities and will be billed for clean-up and/or utility costs as applicable; and

WHEREAS, the parties desire by this License to provide for the terms and conditions for the use of the Facilities.

AGREEMENT

NOW, THEREFORE, the parties hereto for the consideration hereinafter expressed, covenant and agree as follows:

Section 1. Grant of License and Use of Facilities

(a) Grant of License and Use of Facilities. In consideration of the License Fee, LICENSOR grants a non-exclusive license to LICENSEE to use the Facilities for the limited purposes of operating LICENSEE’s private nonpublic school program (“Program”).

Section 2. License Fee

(a) License Fee. LICENSEE shall pay a fee of Seven Thousand Five Hundred Twenty-Five Dollars (\$7,750.75) per month (\$1,107.25 per classroom) as a License Fee for the use of the Facilities. The first payment is due upon execution of this Agreement and subsequent payments are due on or before the 1st of each month. If LICENSOR does not receive any installment of the License Fee or any other sum due from LICENSEE by 4:00 p.m. within ten (10) days after such amount is due, LICENSEE shall pay to LICENSOR, as an additional License Fee, a late charge equal to ten percent (10%) of such overdue amount or the maximum amount allowed by law, whichever is less. Acceptance of such late charge by LICENSOR shall in no event constitute a waiver of LICENSEE's default with respect to such overdue amount, nor prevent LICENSOR from exercising any of its other rights and remedies granted hereunder. LICENSEE will be charged One Thousand Seventy-Five Dollars (\$1,075.00) per month for each additional classroom added to the Facilities during the original one-year Term of this Agreement.

Section 3. Term

Subject to Section 6 of this License, the term of this License shall be one (1) year ("Term"), unless mutually extended in writing by both parties. The commencement date shall be July 1, 2018 and unless sooner terminated under any provision hereof, this License shall end on June 30, 2019.

Either party may, in its sole discretion, terminate this License for any or no reason, upon thirty (30) days written notice to the other party at the address set forth herein. Upon the expiration or termination of this License, at any time or upon any grounds provided herein, LICENSEE shall immediately vacate the Facilities, and if requested by the LICENSOR, restore the Facilities to its condition as of the Effective Date, at the sole and exclusive cost of LICENSEE.

Section 4. Conditions to Use

(a) Maintenance of Facilities. LICENSOR shall maintain and perform major maintenance and repairs to the Facilities to the same standard as the Property. However, LICENSEE shall be responsible for and shall pay for any repairs or replacements of any character whatsoever which are occasioned or are made necessary by reason of the negligence or misuse of the Facilities by LICENSEE's employees or invitees. LICENSEE shall notify LICENSOR immediately of any damage caused to the Facilities. In the event that LICENSEE fails to maintain or repair the Facilities, LICENSOR may, at LICENSOR's sole discretion, undertake any maintenance or repair of the Facilities and LICENSEE shall reimburse LICENSOR for the costs of such repairs or maintenance within thirty (30) days of invoice by LICENSOR.

(b) Clean up of Facilities. LICENSOR shall be responsible for the clean-up of the Facilities and any other portion of the Property used by the LICENSEE at the close of each and every day. The cost to the LICENSOR for these efforts shall be included in the monthly license charge to the LICENSEE for the facilities. Additionally, under no circumstances during the term of this License shall LICENSEE use or cause to be used in the Facilities any hazardous or toxic substances or materials, and under no circumstance during the term of this License shall LICENSEE store or dispose of any such substances or materials in the Facilities. All cleaning agents brought onto the Property by the LICENSEE must conform to the LICENSOR'S existing list of permissible cleaning agents. In the event the LICENSOR becomes aware of any hazardous or toxic substances or unapproved cleaning agents stored within the Property used by the LICENSEE, the LICENSOR may dispose of said cleaning agents at its discretion and at no cost to the LICENSOR.

(c) Non-Interference with LICENSOR Activities. This License shall not grant LICENSEE the right to interfere with any activities of LICENSOR.

(d) Conduct of LICENSEE, Employees, and Invitees. LICENSEE shall ensure that all employees, invitees, and all others in attendance will adhere to proper standards of public conduct. There is to be no consumption of intoxicating beverages or other controlled substances, smoking, gambling, quarreling, fighting, use of profane language, or indecent exposure on or near the Facilities.

(e) Utilities. LICENSEE shall be responsible for payment of the cost of electrical power and waste disposal associated with operation of the Facilities during the periods when LICENSEE has use of the Facilities. LICENSEE's pro-rata share shall \$1.045 per square foot, per year, of classroom space leased based on an average of 1,096.5 square feet per classroom space leased (7,676 square feet total) and shall be billed to the LICENSEE each month, in excess of the monthly license rate of \$1,075.00/classroom. Said invoice shall itemize LICENSEE's share of the total costs of utilities for the Facilities. LICENSEE shall promptly pay to the LICENSOR its share of such utility costs within thirty (30) days of receipt of such invoice. LICENSEE shall also be invoiced at the rate of \$20.00 per student per year for access to the District data lines which provide Internet service.

(f) Insurance.

(i) Public Liability and Property Damage. LICENSEE agrees to maintain in full force and effect throughout the duration of the License a suitable policy or policies of public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with LICENSEE's use of the Facilities under this License. Such insurance shall be in amounts not less than \$1,000,000 per occurrence; \$3,000,000 for general aggregate and \$1,000,000 for property damage.

(ii) Automobile Liability. LICENSEE also agrees to maintain in full force and effect with regard to any LICENSEE owned vehicles which LICENSEE brings onto the Facilities a suitable policy or policies of automobile liability insurance with a combined single limit of \$1,000,000 per accident throughout the duration of the License.

(iii) Workers' Compensation. LICENSEE shall also maintain, in full force and effect throughout the term of this License, Workers' Compensation insurance in accordance with the laws of California, and employers' liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence.

(iv) Notice: Additional Named Insured's. All insurance required under this Agreement shall be issued as a primary policy and contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties hereto before cancellation or change in coverage, scope or amount of any policy. LICENSOR, its directors, officers, agents, employees, and consultants, shall be designated as additional named insured's.

(v) Insurance Endorsements. Concurrent with the execution of the License and prior to any use by LICENSEE of the Facilities, LICENSEE will provide LICENSOR with an endorsement(s) verifying such insurance and the terms described herein.

(g) Indemnification.

(i) Tenant Indemnification. Tenant agrees to indemnify, reimburse, hold harmless, and defend District, its officers, employees and agents against any and all claims, causes of action, judgments, obligations or liabilities, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees), on account of, or arising out of, the operation, condition, use or occupancy of the Premises and all areas appurtenant thereto. This Lease is made on the express condition that District shall not be liable for, or suffer loss by reason of, injury to person or property, from whatever cause in any way connected with the condition, use or occupancy of the Premises specifically including, without limitation, any liability for injury to the person or property of the Tenant, its agents, officers, employees, licensees and invitees.

(ii) District Indemnification. District shall hold harmless and defend and indemnify Tenant from any claims, damages or expenses, including attorneys' fees, arising out of or relating to or in any way connected to District's gross negligence or willful misconduct on the Premises.

LICENSEE further agrees to indemnify, defend and hold harmless LICENSOR, its directors, officers, and employees and each of them from any claim or cause of action arising out of or related to the legality or legal interpretation of this Agreement, including without limitation, LICENSOR's authority to enter into this Agreement. In connection therewith:

(i) Actions Filed. LICENSEE shall defend any action or actions filed in connection with any of said claims, liens, damages, penalties, obligations or liabilities, and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.

(ii) Judgments Rendered. LICENSEE shall promptly pay any judgment rendered against LICENSEE or LICENSOR covering such claims, liens, damages, penalties, obligations and liabilities arising out of or in connection with such use of and operations at the Facilities referred to herein and agrees to save and hold LICENSOR harmless therefrom.

(iii) Costs and Expenses; Attorneys' Fees. In the event LICENSOR is made a party to any action or proceeding filed or prosecuted against LICENSEE for such damages or other claims arising out of the use of and operations at the Facilities referred to herein, LICENSEE agrees to pay LICENSOR any and all costs and expenses incurred by them in such action or proceeding together with reasonable attorneys' and expert witness fees.

The provisions of this Section 4(g) shall survive the termination or expiration of this License.

(h) Scheduling. LICENSEE will have access to the Facilities between 6:00 a.m. and 6:00 p.m. on Monday through Friday ("LICENSEE Hours"). LICENSEE may request use of the Facilities at other times outside of the LICENSEE Hours by submitting a written request to the LICENSOR at least seven (7) calendar days in advance of the proposed use. LICENSOR may allow or deny such request at its sole discretion.

(i) Locks - Keying and Access Authorization. The lock style, types of gates, and key/code authorization to be utilized at the Property and Facilities will be coordinated in such a manner as to allow dual access while maintaining the safety and security of property and persons. LICENSOR shall retain sole discretion and authority to determine lock style, types of gates, and key/code authorization at the Property and Facilities. The LICENSOR shall provide the LICENSEE with one (1) set of keys necessary to access Property/Facility. LICENSOR may require that the LICENSEE return keys at any time. LICENSEE shall deposit with the LICENSOR \$500.00 for each set of keys it is provided to the Property. The deposit is required prior to the handing over of any keys to the LICENSEE. LICENSOR shall return the deposit, less any costs for lost keys, to the LICENSEE within 10 business days of termination of the agreement.

(j) Parking. The LICENSEE shall have non-exclusive use of any parking lot located on the Premises. LICENSEE shall not abandon any inoperative vehicles or equipment on any portion of the Premises. LICENSEE shall be entitled to use the parking areas on the Property during LICENSEE Hours only.

(k) Program Costs/Supplies/Equipment. All Program costs supplies and/or equipment shall be the sole cost and responsibility of the LICENSEE. Supplies and/or equipment shall remain the sole responsibility of the LICENSEE and must be removed at no cost to LICENSOR upon termination of this Agreement.

(l) Supervision and Safety. LICENSEE shall be responsible for supervising/staffing its Program. LICENSEE students shall be accompanied by a LICENSEE employee at all times. LICENSEE shall designate one or more representatives at the Facilities, who shall be persons of authority in LICENSEE's operational structure and shall ensure that at least one such representative is present and available at the Facilities during all hours of Program operations. LICENSEE shall provide the LICENSOR with 24-hour contact information for each such representative.

(m) Alterations/Improvements. LICENSEE shall have no right to make any changes, alterations or improvements to the Property or Facilities provided pursuant to this Agreement, unless LICENSOR provides written permission to make such changes, alterations or improvements, which permission may be granted and conditioned in the sole discretion of the LICENSOR.

Section 5. Compliance with Law

LICENSEE shall comply with all laws, ordinances, rules, and regulations applicable to the Property or Facilities, enacted or promulgated by any public or governmental authority or agency, including without limitation LICENSOR, having jurisdiction over the Property or Facilities. LICENSEE shall comply with all laws, ordinances, rules, and regulations applicable to the Program, enacted or promulgated by any public or governmental authority or agency. LICENSEE shall be responsible for obtaining and maintaining throughout the Term of the Agreement all permits, licenses, approvals from any local, state, or federal agency for the use of the Property and Facilities and operation of the Program. LICENSEE shall comply with requirements of state law regarding fingerprinting and background checks as set forth in Education Code Section 45125.1 or other applicable code sections and provide LICENSOR with copies of any documentation associated therewith. All compliance shall be at the sole cost of LICENSEE. LICENSEE shall provide LICENSOR with proof of compliance with all applicable laws, ordinances, rules, and regulations prior to occupying the Facilities.

Section 6. Revocation/Termination

Notwithstanding anything to the contrary in this Agreement, whether express or implied, during the Term, this Agreement shall be revocable by LICENSOR at any time upon seven (7) calendar days' written notice, in the event LICENSOR decides, in its sole discretion, that LICENSEE's use of the Facilities is in violation of any provision of this Agreement. The LICENSOR may terminate the Agreement immediately if the LICENSOR determines, in its sole discretion that an unsafe or dangerous condition exists.

Section 7. Legal Interpretation of Instrument

The parties expressly understand and agree that this License constitutes a non-exclusive license for use of the Facilities. This License is not intended by the parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. Should either party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other party's failure or refusal to perform or fulfill any of the covenants or conditions of this License on its part to be performed or fulfilled, the parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings. This License shall be governed by the laws of the State of California.

Section 8. Attorneys' Fees

If any legal action is necessary to enforce any of the terms or conditions of this License, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which it may be entitled.

Section 9. Entire Agreement: Amendment

This License constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. This License may not be changed except in writing executed by both parties.

Section 10. Notices

Any notice, request, information or other document to be given hereunder to any of the parties by any other parties shall be in writing and shall be deemed given and served upon delivery, if delivered personally, or three (3) days after mailing by United States mail as follows:

If to LICENSEE: SPECTRUM CENTER, INC.
 c/o ChanceLight
 Attention: Krissy Veater
 1321 Murfreesboro Pike, Suite 702
 Nashville, TN 37217

If to LICENSOR: CHINO VALLEY UNIFIED SCHOOL DISTRICT
 Gregory J. Stachura, Assistant Superintendent
 5130 Riverside Drive, Chino, CA 91710

Any party may change the address or persons to which notices are to be sent to it by giving the written notice that such change of address or persons to the other parties in the manner provided for giving notice.

Section 11. Official Representatives

The official representative for LICENSOR shall be Norm Enfield, Ed.D., its Superintendent or his/her designee. The official representative for LICENSEE shall be Donald B. Whitfield, its Executive Vice President & CFO or his/her designee.

Section 12. Employees/Independent Contractors

For purposes of this License, all persons employed by LICENSEE in the performance of services and functions with respect to this License shall be deemed employees of LICENSEE and no LICENSEE employee shall be considered as an employee of the LICENSOR under the jurisdiction of LICENSOR, nor shall such LICENSEE employees have any LICENSOR pension, civil service, or other status while an employee of the LICENSEE. LICENSEE shall have no authority to contract on behalf of LICENSOR. It is expressly understood and agreed by both parties hereto that LICENSEE, while engaged in carrying out and complying with any terms of this License, is not acting as an agent, officer, or employee of LICENSOR.

Section 13. Assignment

LICENSEE shall not assign this Agreement. Any attempt by LICENSEE to assign this Agreement shall automatically terminate the Agreement.

Section 14. Nondiscrimination

In utilizing the Agreement, LICENSEE shall not discriminate against any person on account of race, color, religion, sex, marital status, national origin, or ancestry.

Section 15. As-Is Condition

The Facilities are licensed in as-is condition and LICENSOR makes no representation or warranty of any kind regarding the character of the Facilities. LICENSOR shall not be required to make any alterations or improvements to the Property or Facilities during the term of this Agreement.

Section 16. Signs

LICENSEE shall not have the right to place, construct or maintain any sign, advertisement, awning, banner, or other external decorations on the building or other improvements that are a part of the Facilities or Property without LICENSOR's prior written consent and the consent of the City of Chino Hills, which consent may be withheld or conditions at the LICENSOR's or City of Chino Hills sole discretion.

Section 17. LICENSOR Access

LICENSOR shall have the right, but not the responsibility, to enter the Facilities at reasonable times for the purposes of inspecting the Facilities, making alterations, repairs, improvements or additions to the Facilities or other valid purposes as LICENSOR may deem necessary or desirable.

Section 18. Taxes

The LICENSEE shall be liable for any and all taxes which may be levied or assessed upon the Property or Facilities which are directly attributable to this Agreement. LICENSEE, therefore, must recognize and understand in accepting this Agreement that LICENSEE may be subject to a possible tax and that such tax payment shall not reduce any Fee due the LICENSOR hereunder and such tax shall be the liability of and be paid by the LICENSEE.

Section 19. No LICENSOR Affiliation/Endorsement

LICENSEE shall not imply, indicate or otherwise suggest that the Program and/or any related activities are connected or affiliated with, or are endorsed, favored or supported by, or are opposed by the LICENSOR. No signage, flyers or other material may reference the LICENSOR, any school name, logo or mascot, except to indicate location of Program.

Section 20 Exhibits

The following appendix which is attached hereto is incorporated herein and made a part of this License:

Exhibit A: Location and Description of AEC Property and Facilities

Section 21. Recitals

The Recitals are incorporated into this License as though fully set forth herein. IN WITNESS WHEREOF, the parties have entered into this License as of the Effective Date.

LICENSOR: CHINO VALLEY UNIFIED SCHOOL DISTRICT
Gregory J. Stachura, Assistant Superintendent

By: _____

Date: _____

LICENSEE: SPECTRUM CENTER, INC.
c/o Educational Services of America
Donald B. Whitfield, Executive Vice President & CFO

By: _____

Date: _____

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: August 16, 2018
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations
**SUBJECT: REVISION OF BOARD POLICY 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 Board Policy 3514 Business and Noninstructional Operations – Environmental Safety is updated to reflect new law (AB 746) which provides that, if a community water system finds lead above specified levels in a school’s potable water system, the District must notify parents/guardians, shut down fountains and faucets, and provide a source of drinking water to students. Policy also deletes details regarding District strategies that are duplicated in the Regulation. This item was presented to the Board of Education on July 19, 2018, as information.

New language is provided in UPPER CASE while old policy language is ~~lined through~~.

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

RECOMMENDATION

It is recommended the Board of Education approve the revision of Board Policy 3514 Business and Noninstructional Operations – Environmental Safety.

FISCAL IMPACT

None.

NE:GJS:pw

ENVIRONMENTAL SAFETY

The Board of Education recognizes its obligation to provide a safe and healthy environment at school facilities for students, staff, and community members. The Superintendent or designee shall REGULARLY assess school facilities ~~as required~~ to identify environmental health risks AND SHALL DEVELOP STRATEGIES ~~The District shall establish a comprehensive plan~~ to prevent and/or mitigate environmental hazards. HE/SHE SHALL ~~consideration of~~ the proven effectiveness of various options, anticipated short-term and long-term costs and/or savings to the District, and the potential impact on staff AND STUDENTS, INCLUDING THE IMPACT ~~attendance student attendance,~~ and ON student achievement AND ATTENDANCE.

(cf. 0200 - Goals for the School District)
 (cf. 0400 - Comprehensive Plans)
 (cf. 1312.4 - Williams Uniform Complaint Procedures)
 (cf. 3516 - Emergencies and Disaster Preparedness Plan)
 (cf. 3516.3 - Earthquake Emergency Procedure System)
 (cf. 3517 - Facilities Inspection)
 (cf. 4157/4257/4357 - Employee Safety)
 (cf. 5142 - Safety)
 (cf. 7111 - Evaluating Existing Buildings)

Such ~~S~~strategies SHALL FOCUS ON MAXIMIZING HEALTHY INDOOR AIR QUALITY; MONITORING THE QUALITY OF OUTDOOR AIR AND ADJUSTING OUTDOOR ACTIVITIES AS NECESSARY; REDUCING EXPOSURE TO VEHICLE EMISSIONS; MINIMIZING EXPOSURE TO LEAD AND MERCURY; REDUCING THE RISK OF UNSAFE DRINKING WATER; INSPECTING AND PROPERLY ABATING ASBESTOS; APPROPRIATELY STORING, USING, AND DISPOSING OF POTENTIALLY HAZARDOUS SUBSTANCES; USING EFFECTIVE PEST MANAGEMENT PRACTICES; REDUCING THE RISK OF FOODBORNE ILLNESS; AND ADDRESSING ANY OTHER ENVIRONMENTAL HAZARDS IDENTIFIED DURING FACILITIES INSPECTIONS. ~~addressed in the District's plan shall include, but not necessarily be limited to, the following:~~

1. ~~Ensuring good indoor air quality by maintaining adequate ventilation; using effective maintenance operations to control dust, mold, mildew, and other indoor air contaminants; and considering air quality in the site selection, design, and furnishing of new or remodeled facilities.~~

~~(cf. 3513.3 - Tobacco-Free Schools)
 (cf. 5141.23 - Asthma Management)
 (cf. 7150 - Site Selection and Development)~~

2. ~~Limiting outdoor activities when necessary due to poor outdoor air quality, including excessive smog, smoke, or ozone, or when ultraviolet radiation levels indicate a high risk of harm.~~

ENVIRONMENTAL SAFETY (cont.)

~~(cf. 5141.7 - Sun Safety)~~

~~(cf. 6142.7 - Physical Education and Activity)~~

~~3. Reducing exposure to diesel exhaust and other air contaminants by limiting unnecessary idling of school buses and other commercial motor vehicles.~~

~~(cf. 3540 - Transportation)~~

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

~~(cf. 3542 - School Bus Drivers)~~

~~4. Minimizing exposure to lead in paint, soil, and drinking water.~~

~~5. Inspecting facilities for naturally occurring asbestos and asbestos-containing building materials that pose a recognized health hazard due to damage or deterioration and safely removing, encapsulating, enclosing, or repairing such materials.~~

~~6. Ensuring the proper storage, use, and disposal of potentially hazardous substances.~~

~~(cf. 3514.1 - Hazardous Substances) (cf. 6161.3 - Toxic Art Supplies)~~

~~7. Ensuring the use of effective least toxic pest management practices.~~

~~8. Instituting a food safety program for the storage, preparation, delivery, and service of school meals in order to reduce the risk of food borne illnesses.~~

~~(cf. 3550 - Nutrition Service)~~

~~(cf. 3510 - Green School Options)~~

~~(cf. 3513.3 - Tobacco-Free Schools)~~

~~(cf. 3514.1 - Hazardous Substances)~~

~~(cf. 3514.2 - Integrated Pest Management)~~

~~(cf. 3516.5 - Emergency Schedules)~~

~~(cf. 3540 - Transportation)~~

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

~~(cf. 3542 - School Bus Drivers)~~

~~(cf. 3550 - Food Service/Child Nutrition Program)~~

~~(cf. 5141.23 - Asthma Management)~~

~~(cf. 5141.7 - Sun Safety)~~

~~(cf. 5142.2 - Safe Routes to School Program)~~

~~(cf. 6142.7 - Physical Education and Activity)~~

~~(cf. 6163.2 - Animals at School)~~

~~(cf. 7150 - Site Selection and Development)~~

In developing strategies to promote healthy school environments, the Superintendent or designee may consult and collaborate with local environmental protection agencies,

ENVIRONMENTAL SAFETY (cont.)

health agencies, WATER BOARDS and other community organizations.

(cf. 1020 - Youth Services)

The Superintendent or designee shall provide the District's staff, as appropriate with professional development regarding their responsibilities in implementing strategies to improve and maintain environmental safety at the AND HEALTHY schools.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall notify the Board, staff, parents/guardians, students, and/or governmental agencies, as appropriate, if an environmental hazard is discovered at a school site. The notification shall provide information about the District's actions to remedy the hazard and may recommend health screening of staff and students.

(cf. 5141.6 - School Health Services)

Legal Reference:**EDUCATION CODE**

17002 Definition of "good repair"

17070.75 Facilities inspection 17582

17582 Deferred maintenance fund

17590 Asbestos abatement fund

17608-17614 Healthy Schools Act of 2000, least toxic pest management practices

32080-32081 Carbon monoxide devices

32240-32245 Lead-Safe Schools Protection Act

48980.3 Notification of pesticides

49410-49410.7 Asbestos materials containment or removal

FOOD AND AGRICULTURAL CODE

11401-12408 Pest control operations and agricultural chemicals

13180-13188 Healthy Schools Act of 2000, least toxic pest management practices

GOVERNMENT CODE

3543.2 Scope of representation; right to negotiate safety conditions

HEALTH AND SAFETY CODE

105400-105430 Indoor environmental quality

113700-114437 California Retail Food Code, sanitation and safety requirements

11627 Lead testing of potable water at schools and requirements to remedy

CODE OF REGULATIONS, TITLE 5

14010 Standards for school site selection

CODE OF REGULATIONS, TITLE 8

337-339 Hazardous substances list

340-340.2 Occupational safety and health, rights of employees

1528-1537 Construction safety orders; exposure to hazards

5139-5223 Control of hazardous substances

CODE OF REGULATIONS, TITLE 13

2025 Retrofitting of diesel school buses

2480 Vehicle idling

ENVIRONMENTAL SAFETY (cont.)

CODE OF REGULATIONS, TITLE 17

35001-36100 Lead abatement services

CODE OF REGULATIONS, TITLE 22

64670-64679 Lead and copper in drinking water

UNITED STATES CODE, TITLE 24

915.1-915.7 California Building Standards Code; carbon monoxide devices

UNITED STATES CODE, TITLE 7

136-136y Use of pesticides

UNITED STATES CODE, TITLE 15

2601-2629 Control of toxic substances

2641-2656 Asbestos Hazard Emergency Response Act

UNITED STATES CODE, TITLE 42

1758 Food safety and inspections

CODE OF FEDERAL REGULATIONS, TITLE 40

141.1-141.723 Drinking water standards

745.61-745.339 Lead-based paint standards

763.80-763.99 Asbestos-containing materials in schools

763.120-763.123 Asbestos worker protections

Management Resources:

CSBA PUBLICATIONS

Indoor Air Quality: Governing Board Actions for Creating Healthy School Environments, Policy Brief, July 2008

Asthma Management in the Schools, Policy Brief, March 2008

Food Safety Requirements, Fact Sheet, October 2007

Sun Safety in Schools, Policy Brief, July 2006

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

School Site Selection and Approval Guide, 2000

Indoor Air Quality, A Guide for Educators, 1995

CALIFORNIA DEPARTMENT OF HEALTH SERVICES PUBLICATIONS

Report to the Legislature: Lead Hazards in California's Public Elementary Schools and Child Care Facilities, April 1998

U.S. ENVIRONMENTAL PROTECTION AGENCY: AIR RESOURCES BOARD PUBLICATIONS

Facts about Truck and Bus Regulation School Bus Provisions, rev. March 22, 2011

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD PUBLICATION

Frequently Asked Questions about Lead Testing of Drinking Water in California Schools; Updated for Assembly Bill 746/Health and Safety Code 116277, December 15, 2017

DIVISION OF THE STATE ARCHITECT PUBLICATIONS

K-12 Occupancy Classification and Load Factors, IR A-26, rev. April 18, 2012

U.S. ENVIRONMENTAL PROTECTION AGENCY PUBLICATIONS

A Citizen's guide to Radon: The Guide to Protecting Yourself and Your Family from Radon, 2016

Healthy School Environments Assessment Tool, rev. 2015

Indoor Air Quality Tools for Schools, rev. 2009

Mold Remediation in Schools and Commercial Buildings, September 2008

The ABCs of Asbestos in Schools, rev. August 2003

How to Manage Asbestos in School Buildings: AHERA Designated Person's Self-Study Guide, 1996

WEBSITES

California School Boards Association: www.csba.org

AirNow: www.airnow.gov

American Association of School Administrators: www.aasa.org

California Air Resources Board: www.arb.ca.gov

California Building Standards: www.bsc.ca.gov/codes.aspx

ENVIRONMENTAL SAFETY (cont.)

California Department of Education, Health and Safety: www.cde.ca.gov/ls/fa/hs
California Department of Pesticide Regulation: www.cdpr.ca.gov
California Department of Public Health: www.cdph.ca.gov
California State Water Resources Control Board: www.waterboards.ca.gov
Centers for Disease Control and Prevention: www.cdc.gov
Consumer Product Safety Commission: www.cpsc.gov
National Center for Environmental Health: www.cdc.gov/nceh
Occupational Safety and Health Administration: www.osha.gov
U.S. Environmental Protection Agency: www.epa.gov

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Policy adopted: November 16, 1995

Revised: October 21, 2010

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: August 16, 2018

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: REVISION OF BOARD POLICY 3514.1 BUSINESS AND
NONINSTRUCTIONAL OPERATIONS – HAZARDOUS
SUBSTANCES**

=====

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 3514.1 Business and Noninstructional Operations – Hazardous Substances is updated to reflect requirements regarding toxic art and craft supplies, formerly in BP 6161.3 – Toxic Art Supplies. This item was presented to the Board of Education on July 19, 2018, as information.

New language is provided in UPPER CASE.

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

RECOMMENDATION

It is recommended the Board of Education approve the revision of Board Policy 3514.1 Business and Noninstructional Operations – Hazardous Substances

FISCAL IMPACT

None.

NE:GJS:pw

HAZARDOUS SUBSTANCES

The Board of Education desires to provide a safe school environment that protects students and employees from exposure to ANY potentially hazardous substances that may be used in the District's educational program and in the maintenance and operation of District facilities and equipment.

(cf. 3514 - Environmental Safety)

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens (All Personnel))

(cf. 4157/4257/4357 - Safety (All Personnel))

(cf. 5141.22 - Infectious Diseases)

(cf. 5142 - Safety)

Insofar as reasonably possible, the Superintendent or designee shall minimize the quantities of hazardous substances stored and used on school property. When hazardous substances must be used, the Superintendent or designee shall give preference to materials that cause the least risk to people and the environment.

(cf. 3510 - Green School Operations)

(cf. 3514.2 - Integrated Pest Management)

The Superintendent or designee shall ensure that all potentially hazardous substances on District properties are inventoried, used, stored, and regularly disposed of in a safe and legal manner.

The Superintendent or designee shall develop, implement, and maintain a written hazard communication program in accordance with 8 CCR 5194 and shall ensure that employees, students, and others as necessary are fully informed about the properties and potential hazards of substances to which they may be exposed.

(cf. 1240 - Volunteer Assistance)

The Superintendent or designee shall develop specific measures to ensure the safety of students and staff in school laboratories where hazardous chemicals are used. Such measures shall include the development and implementation of a chemical hygiene plan in accordance with 8 CCR 5191 and instruction to students about proper handling of hazardous substances.

(cf. 6142.93 - Science Instruction)

THE SUPERINTENDENT OR DESIGNEE SHALL NOT ORDER OR PURCHASE FOR USE IN GRADES K-6 ANY ARTS AND CRAFTS MATERIALS CONTAINING A SUBSTANCE DETERMINED BY THE CALIFORNIA OFFICE OF ENVIRONMENTAL HEALTH HAZARD ASSESSMENT TO BE TOXIC. THE SUPERINTENDENT OR DESIGNEE SHALL NOT PURCHASE ANY SUCH TOXIC MATERIAL FOR USE IN GRADES 7-12 UNLESS IT INCLUDES A WARNING LABEL AS SPECIFIED

HAZARDOUS SUBSTANCES (cont.)

IN EDUCATION CODE 32065 THAT IDENTIFIES ANY TOXIC INGREDIENTS, WARNS OF POTENTIAL ADVERSE HEALTH EFFECTS, AND DESCRIBES PROCEDURES FOR SAFE USE AND STORAGE. (Education Code 32064)

Legal Reference:

EDUCATION CODE

32060-32066 Toxic art supplies in schools

49340-49341 Hazardous substances education

49401.5 Legislative intent; consultation services

49411 Chemical listing; compounds used in school programs; determination of shelf life; disposal

FOOD AND AGRICULTURAL CODE

12981 Regulations re pesticides and worker safety

HEALTH AND SAFETY CODE

25163 Transportation of hazardous wastes; registration; exemptions; inspection

25500-25520 Hazardous materials release response plans; inventory

108100-108515 California Hazardous Substances Act

LABOR CODE

6360-6363 Hazardous Substances Information and Training Act

6380-6386 List of hazardous substances

CODE OF REGULATIONS, TITLE 8

339 List of hazardous substances

3203 Illness and injury prevention program

3204 Records of employee exposure to toxic or harmful substances

5139-5230 Control of hazardous substances, especially

5154.1-5154.2 Ventilation

5161 Definitions

5162 Emergency eyewash and shower equipment

5163 Control of spills

5164 Storage of hazardous substances

5191 Occupational exposure to hazardous chemicals in laboratories; chemical hygiene plan

5194 Hazard communication

CODE OF REGULATIONS, TITLE 22

67450.40-67450.49 School hazardous waste collection, consolidation, and accumulation facilities

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Science Safety Handbook for California Public Schools, 2012

CALIFORNIA OFFICE OF ENVIRONMENTAL HEALTH HAZARD ASSESSMENT PUBLICATIONS

Art and Craft Materials in Schools: Guidelines for Purchasing and Safe Use, September 17, 2016

WEBSITES

California School Boards Association: www.csba.org

California Department of Education: cde.ca.gov

California Office of Environmental Health Hazard Assessment: www.oehha.ca.gov

Department of Industrial Relations, Cal/OSHA: www.dir.ca.gov/dosh

HAZARDOUS SUBSTANCES (cont.)

Chino Valley Unified School District

Policy adopted: November 16, 1995

Revised: December 9, 2010

Revised: July 18, 2013

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: August 16, 2018

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
Suzanne Hernandez, Ed.D., Director, Human Resources
Richard Rideout, Director, Human Resources

SUBJECT: CERTIFICATED/CLASSIFIED PERSONNEL ITEMS

=====

BACKGROUND

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

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

RECOMMENDATION

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

FISCAL IMPACT

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

NE:LF:SH:RR: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 2018/2019 SCHOOL YEAR

DE FRANCIS, Stephen	Program Specialist	Special Education	08/17/2018
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HIRED AT THE APPROPRIATE PLACEMENT ON THE CERTIFICATED SALARY SCHEDULE AND APPROPRIATE CREDENTIAL FOR THE 2018/2019 SCHOOL YEAR

MARCHBANKS, Kellie	Elementary Teacher	Butterfield Ranch ES	08/07/2018
OCHOA, Gilbert	Elementary Teacher	Butterfield Ranch ES	08/07/2018
TORRES, Jacqueline	Elementary Teacher	Chaparral ES	08/07/2018
SANCHEZ, Marisol	50% Intervention Teacher	Dickson ES	08/07/2018
CASTILLO, Erica	Elementary Teacher	Hidden Trails ES	08/07/2018
CURRY, Tiffany	Special Education Teacher	Litel ES	08/07/2018
MC DONOUGH, Ian	Special Education Teacher	Litel ES	08/07/2018
JESTER, Nicole	Elementary Teacher	Marshall ES	08/07/2018
HSING, Jade	Elementary Teacher	Oak Ridge ES	08/07/2018
LUKASIK, Lauren	Elementary Teacher	Rolling Ridge ES	08/07/2018
ANTONIO, Maria Agnes Corazon	Elementary Teacher	Wickman ES	08/07/2018
EBEL, Lance	Science Teacher	Magnolia JHS	08/07/2018
ALVES, Sandra	Spanish Teacher	Ayala HS	08/07/2018
BARRERAS, Kimberly	English Teacher	Ayala HS	08/07/2018
MCGUIRE, Bradley	PE Teacher	Ayala HS	08/07/2018
VALDEZ, Nicholas	Math Teacher	Ayala HS	08/07/2018
LENTZ, Kevin	Health Teacher	Chino HS	08/07/2018
DOUGHERTY, Julianne	School Nurse	Health Services	08/17/2018
MENTE, Yustini	School Nurse	Health Services	08/17/2018
NEUNER, Jeremy	Nurse Practitioner	Health Services	08/17/2018
GREENHALGH, Pamela	45%Speech/Lang. Path.	Special Education	08/07/2018
MANLEY, Jason	School Psychologist	Special Education	08/07/2018
MARNELL, Kimberly	School Psychologist	Special Education	08/07/2018

RETIREMENT

BATTERBEE, Dennis (34 years of service)	Counselor	Ayala HS	10/02/2018
SCHAEFER, Linda (27 years of service)	Spanish Teacher	Ayala HS	08/01/2018

RESIGNATION

CONTINI, Jamie	Elementary Teacher	Butterfield Ranch ES	08/02/2018
MONTGOMERY, Cheree	Elementary Teacher	Chaparral ES	08/01/2018
HERR, Tonia	Instructional Coach	Dickey ES	07/31/2018

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>RESIGNATION</u> (cont.)			
LI, Amy	Special Education Teacher	Oak Ridge ES	07/13/2018
YANG, Grace	Special Education Teacher	Wickman ES	07/19/2018
GREEN, Keziah	Instructional Coach	Woodcrest JHS	08/07/2018
BILLINGSLEY, Kyle	Art Teacher	Chino Hills HS	08/03/2018
MITCHELL, Adriana	Special Education Teacher	Chino Hills HS	07/23/2018
SAENZ, Elaine	School Psychologist	Special Education	07/13/2018

APPOINTMENT - EXTRA DUTY

CROOK, Keila (NBM)	Color Guard (B)	Canyon Hills JHS	08/17/2018
DIAZ, Joshua (NBM)	Band (B)	Canyon Hills JHS	08/17/2018
KOH, Catherine (NBM)	Band (B)	Canyon Hills JHS	08/17/2018
MEJIA, Mia (NBM)	Color Guard (B)	Canyon Hills JHS	08/17/2018
RYU, Anna (NBM)	Band (B)	Canyon Hills JHS	08/17/2018
VENDIOLA, Vanessa (NBM)	Band (B)	Canyon Hills JHS	08/17/2018
WICKS, Jonathan (NBM)	Band (B)	Canyon Hills JHS	08/17/2018
LAROYA, Paulina (NBM)	Band (B)	Ramona JHS	08/17/2018
ALLEN, Matthew (NBM)	Band (B)	Townsend JHS	08/17/2018
ANCONA, Camilla (NBM)	Band (B)	Townsend JHS	08/17/2018
BARBARIA, Mariah (NBM)	Band (B)	Townsend JHS	08/17/2018
CARDENAS CASILLAS, Luis (NBM)	Band (B)	Townsend JHS	08/17/2018
CARROLL, Nathan (NBM)	Band (B)	Townsend JHS	08/17/2018
LIN, Albert (NBM)	Band (B)	Townsend JHS	08/17/2018
PATTERSON, Jessica (NBM)	Band (B)	Townsend JHS	08/17/2018
RILEY, Jeremy (NBM)	Band (B)	Townsend JHS	08/17/2018
RITCHIE, Aidan (NBM)	Band (B)	Townsend JHS	08/17/2018
URBINA Jr., Erick (NBM)	Band (B)	Townsend JHS	08/17/2018
WILSON, Zachary (NBM)	Band (B)	Townsend JHS	08/17/2018
CARO, Anthony (NBM)	Band (B)	Woodcrest JHS	08/17/2018
DINKEL, Brian (NBM)	Band (B)	Woodcrest JHS	08/17/2018
HERMAN, Steven (NBM)	Band (B)	Woodcrest JHS	08/17/2018
HUTSON, Lauren (NBM)	Band (B)	Woodcrest JHS	08/17/2018
ALFARO, Joaquin (NBM)	Football (B)	Ayala HS	08/17/2018
BATY, James	Football (B)	Ayala HS	08/17/2018
BORGOGNO, Matthew (NBM)	Football (B)	Ayala HS	08/17/2018
BRIGGS, Gary (NBM)	Band (B)	Ayala HS	08/17/2018
BUI, Victor (NBM)	Band (B)	Ayala HS	08/17/2018
CAPPS, Ronald	Girls Golf (GF)	Ayala HS	08/17/2018
CARRASCO, Zachary (NBM)	Band (B)	Ayala HS	08/17/2018
CEDERGREN, Andrew	Football (B)	Ayala HS	08/17/2018
CORDTS, Michael (NBM)	Boys Water Polo (B)	Ayala HS	08/17/2018
CROOK, Keila (NBM)	Band (B)	Ayala HS	08/17/2018

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT - EXTRA DUTY</u> (cont.)			
DONOVAN, Kenny	Girls Golf (B)	Ayala HS	08/17/2018
FLOWERS, Charles (NBM)	Football (B)	Ayala HS	08/17/2018
GOMEZ, Noe (NBM)	Band (B)	Ayala HS	08/17/2018
GRACIA III, Arthur	Football (GF)	Ayala HS	08/17/2018
HERNANDEZ, Matthew (NBM)	Band (B)	Ayala HS	08/17/2018
IBARRA, Jasmine (NBM)	Band (B)	Ayala HS	08/17/2018
IOSSIF, Italia	Boys Water Polo (GF)	Ayala HS	08/17/2018
JACKSON, Norman (NBM)	Band (B)	Ayala HS	08/17/2018
KEUROGHELIAN, Shant (NBM)	Band (B)	Ayala HS	08/17/2018
MARTIN, Richard	Football (GF)	Ayala HS	08/17/2018
MCLAURIN, Ernest (NBM)	Band (B)	Ayala HS	08/17/2018
OJINAGA, Paulette	Girls Tennis (GF)	Ayala HS	08/17/2018
ORDONEZ, Andrew (NBM)	Band (B)	Ayala HS	08/17/2018
RAMIREZ, Brandi (NBM)	Band (B)	Ayala HS	08/17/2018
RAMIREZ, Mario (NBM)	Band (B)	Ayala HS	08/17/2018
RAMIREZ, Rudy (NBM)	Football (B)	Ayala HS	08/17/2018
RODGERS, Timothy (NBM)	Girls Basketball (B)	Ayala HS	08/17/2018
SAIZ, Manuel	Football (GF)	Ayala HS	08/17/2018
SALAZAR, Raul (NBM)	Football (GF)	Ayala HS	08/17/2018
STAKELY, Melannie (NBM)	Band (B)	Ayala HS	08/17/2018
STAYKOVA, Krasimira (NBM)	Band (B)	Ayala HS	08/17/2018
STRONG, Frank J. (NBM)	Football (B)	Ayala HS	08/17/2018
THOMSON, Catherine (NBM)	Cheer (B)	Ayala HS	08/17/2018
TORRES, Miguel (NBM)	Boys Water Polo (GF)	Ayala HS	08/17/2018
ULLMANN, Matthew	Cross Country (B)	Ayala HS	08/17/2018
URENA, Luis	Football (B)	Ayala HS	08/17/2018
VAN DERPOEL, Darren (NBM)	Band (B)	Ayala HS	08/17/2018
WICKS, Jonathan (NBM)	Band (B)	Ayala HS	08/17/2018
WROTH, Christen (NBM)	Band (B)	Ayala HS	08/17/2018
ZARATE, Abby (NBM)	Band (B)	Ayala HS	08/17/2018
ANA, James (NBM)	Band (B)	Chino HS	08/17/2018
AYALA, Perla (NBM)	Band (B)	Chino HS	08/17/2018
CALDWELL, Cameron (NBM)	Football (B)	Chino HS	08/17/2018
CARPENTER, Justin (NBM)	Band (B)	Chino HS	08/17/2018
COLINCO, Clyde	Girls Golf (GF)	Chino HS	08/17/2018
CONDE, Alejandra (NBM)	Band (B)	Chino HS	08/17/2018
CRASK, Madison (NBM)	Volleyball (GF)	Chino HS	08/17/2018
CRAWFORD, Kendall (NBM)	Band (B)	Chino HS	08/17/2018
DINKEL, Brian (NBM)	Band (B)	Chino HS	08/17/2018
GEORGE Sr., Miles (NBM)	Football (B)	Chino HS	08/17/2018
GLEESON, Megan (NBM)	Cross Country (B)	Chino HS	08/17/2018
GODINHO, Brooke (NBM)	Boys Water Polo (GF)	Chino HS	08/17/2018

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT - EXTRA DUTY</u> (cont.)			
GRAY, Gary (NBM)	Football (GF)	Chino HS	08/17/2018
GUERRERO, Brianna (NBM)	Band (B)	Chino HS	08/17/2018
GUILLEN, Alexis (NBM)	Pep Squad (B)	Chino HS	08/17/2018
HERMAN, Steven (NBM)	Band (B)	Chino HS	08/17/2018
HINKLE, Michael	Girls Tennis (GF)	Chino HS	08/17/2018
HUTSON, Lauren (NBM)	Band (B)	Chino HS	08/17/2018
INGLIMA, Heather	Volleyball (B)	Chino HS	08/17/2018
KAYLOR, Matthew (NBM)	Football (GF)	Chino HS	08/17/2018
KEYS, Kennette (NBM)	Band (B)	Chino HS	08/17/2018
LANGARICA MARTINEZ, Gerardo (NBM)	Volleyball (B)	Chino HS	08/17/2018
MASON, Marshall (NBM)	Football (B)	Chino HS	08/17/2018
MONTELLO, Makaila (NBM)	Volleyball (GF)	Chino HS	08/17/2018
MORENO, Omar (NBM)	Football (GF)	Chino HS	08/17/2018
NGUYEN, Jimmy (NBM)	Band (B)	Chino HS	08/17/2018
STANFORD, Summer	Boys Water Polo (B)	Chino HS	08/17/2018
STARICKA, Damian	Football (GF)	Chino HS	08/17/2018
SURINA, Patrick (NBM)	Girls Golf (B)	Chino HS	08/17/2018
TORRES, Peter (NBM)	Cross Country (GF)	Chino HS	08/17/2018
VALENZUELA, Benito	Girls Golf (B)	Chino HS	08/17/2018
WUERTZ, Sarah (NBM)	Boys Water Polo (GF)	Chino HS	08/17/2018
ARTEAGA, Griselda (NBM)	Cross Country (B)	Chino Hills HS	08/17/2018
BERGMANN, James	Cross Country (GF)	Chino Hills HS	08/17/2018
BUSCH, Phillip (NBM)	Football (GF)	Chino Hills HS	08/17/2018
CALLES, Scott (NBM)	Football (B)	Chino Hills HS	08/17/2018
CARDENAS CASILLAS, Luis (NBM)	Band (B)	Chino Hills HS	08/17/2018
CAREY-BARRON, Erin (NBM)	Dance (B)	Chino Hills HS	08/17/2018
CARROLL, Nathan (NBM)	Band (B)	Chino Hills HS	08/17/2018
CHANG, Hyun Woo (NBM)	Band (B)	Chino Hills HS	08/17/2018
CHAVEZ, Henry (NBM)	Football (GF)	Chino Hills HS	08/17/2018
COWLING, Christopher (NBM)	Band (B)	Chino Hills HS	08/17/2018
DUARTE, Tass (NBM)	Band (B)	Chino Hills HS	08/17/2018
DUENAS, Armando (NBM)	Band (B)	Chino Hills HS	08/17/2018
DUFFY HUERTA, Kody (NBM)	Football (B)	Chino Hills HS	08/17/2018
DUNLAP, Brent (NBM)	Band (B)	Chino Hills HS	08/17/2018
ESPINOZA, Jose	Football (B)	Chino Hills HS	08/17/2018
ESTUDILLO, Esteban (NBM)	Band (B)	Chino Hills HS	08/17/2018
GALLEGOS DELGADO Jr., Juan (NBM)	Band (B)	Chino Hills HS	08/17/2018
GARCIA, Jaclyn (NBM)	Pep Squad (B)	Chino Hills HS	08/17/2018
GARNICA, Alfred (NBM)	Girls Tennis (GF)	Chino Hills HS	08/17/2018
GROM, Ian (NBM)	Band (B)	Chino Hills HS	08/17/2018

CERTIFICATED PERSONNEL (cont.)

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

HARRIS, Britt (NBM)	Boys Water Polo (B)	Chino Hills HS	08/17/2018
JOHNSON, Keland (NBM)	Football (B)	Chino Hills HS	08/17/2018
JONES, Brian (NBM)	Pep Squad (B)	Chino Hills HS	08/17/2018
LEBOEUF, Brian (NBM)	Football (B)	Chino Hills HS	08/17/2018
LIN, Albert (NBM)	Band (B)	Chino Hills HS	08/17/2018
LINENBERGER, Virginia	Girls Tennis (B)	Chino Hills HS	08/17/2018
LOPEZ, Garret (NBM)	Band (B)	Chino Hills HS	08/17/2018
LOZA, Trevin (NBM)	Football (B)	Chino Hills HS	08/17/2018
MAIZLAND, Marrissa (NBM)	Pep Squad (B)	Chino Hills HS	08/17/2018
MAPES, John (NBM)	Band (B)	Chino Hills HS	08/17/2018
MARQUEZ, Ronald (NBM)	Football (GF)	Chino Hills HS	08/17/2018
MASSEY, Megan (NMB)	Color Guard (B)	Chino Hills HS	08/17/2018
NAQUIN, Taylor (NBM)	Cheer (B)	Chino Hills HS	08/17/2018
PATUANO, Matthew (NBM)	Football (B)	Chino Hills HS	08/17/2018
REINA, Gerald (NBM)	Football (B)	Chino Hills HS	08/17/2018
RILEY, Jeremy (NBM)	Band (B)	Chino Hills HS	08/17/2018
RITCHIE, Aidan (NBM)	Band (B)	Chino Hills HS	08/17/2018
ROY, Alejandro (NBM)	Football (GF)	Chino Hills HS	08/17/2018
SANTANA, Andres (NBM)	Band (B)	Chino Hills HS	08/17/2018
SMITH, Scott (NBM)	Football (GF)	Chino Hills HS	08/17/2018
STEVENS, Christopher	Football (GF)	Chino Hills HS	08/17/2018
TOBIN, Timothy (NBM)	Boys Water Polo (B)	Chino Hills HS	08/17/2018
URBINA Jr., Erick (NBM)	Band (B)	Chino Hills HS	08/17/2018
VANDEBRAKE, Madison (NBM)	Band (B)	Chino Hills HS	08/17/2018
VARGA, Vivian (NBM)	Volleyball (GF)	Chino Hills HS	08/17/2018
WELLER, Ryan (NBM)	Band (B)	Chino Hills HS	08/17/2018
WINTON, Bryce (NBM)	Boys Water Polo (B)	Chino Hills HS	08/17/2018
ZENZOLA, Anthony (NBM)	Football (B)	Chino Hills HS	08/17/2018
ZUNIGA, Jonathan (NBM)	Band (B)	Chino Hills HS	08/17/2018
ABRAM Sr., Patrick (NBM)	Football (B)	Don Lugo HS	08/17/2018
ASHFORD, Mark (NBM)	Football (B)	Don Lugo HS	08/17/2018
BALARA, Phillip	Football (GF)	Don Lugo HS	08/17/2018
BARAJAS, Enrique (NBM)	Boys Water Polo (GF)	Don Lugo HS	08/17/2018
BAYLON, Cherry Mae (NBM)	Volleyball (GF)	Don Lugo HS	08/17/2018
CARCIDO, Anissa (NBM)	Dance (B)	Don Lugo HS	08/17/2018
CICCONE, Thomas	Cross Country (GF)	Don Lugo HS	08/17/2018
CURTIS, DeMarco (NBM)	Football (GF)	Don Lugo HS	08/17/2018
DE GUZMAN, Enrico (NBM)	Girls Tennis (GF)	Don Lugo HS	08/17/2018
DUARTE, Tass (NBM)	Band (B)	Don Lugo HS	08/17/2018
FAVELA, Serena (NBM)	Volleyball (B)	Don Lugo HS	08/17/2018
FINCH, Richard	Football (GF)	Don Lugo HS	08/17/2018
GANO, Greg	Football (GF)	Don Lugo HS	08/17/2018

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT - EXTRA DUTY</u> (cont.)			
GONZALES, Michael (NBM)	Football (B)	Don Lugo HS	08/17/2018
GONZALES, Nicholas (NBM)	Football (B)	Don Lugo HS	08/17/2018
GONZALEZ, Chelsey (NBM)	Band (B)	Don Lugo HS	08/17/2018
HARRISON, Hylan (NBM)	Football (B)	Don Lugo HS	08/17/2018
HERNANDEZ, Carlos (NBM)	Football (B)	Don Lugo HS	08/17/2018
HOWING, John (NBM)	Football (B)	Don Lugo HS	08/17/2018
HUNTER, Devin (NBM)	Boys Water Polo (GF)	Don Lugo HS	08/17/2018
KIM, Jae (NBM)	Football (GF)	Don Lugo HS	08/17/2018
KNOWLES, Eve (NBM)	Volleyball (GF)	Don Lugo HS	08/17/2018
LAROYA, Paulina (NBM)	Band (B)	Don Lugo HS	08/17/2018
LOPEZ MIRAMONTES, Brian (NBM)	Dance (B)	Don Lugo HS	08/17/2018
ORDONEZ, Reggie (NBM)	Band (B)	Don Lugo HS	08/17/2018
PANATTONI, Jody (NBM)	Football (B)	Don Lugo HS	08/17/2018
POLITE, Coby	Cross Country (B)	Don Lugo HS	08/17/2018
REAMS, Randall	Football (B)	Don Lugo HS	08/17/2018
ROBLES, Daniel	Football (B)	Don Lugo HS	08/17/2018
ROY, Alex (NBM)	Football (GF)	Don Lugo HS	08/17/2018
SCHULTZ, Brian (NBM)	Football (B)	Don Lugo HS	08/17/2018
SINCLAIR, Spencer (NBM)	Football (B)	Don Lugo HS	08/17/2018
SIPPRELLE, Delaney (NBM)	Dance (B)	Don Lugo HS	08/17/2018
TENG, Lyle (NBM)	Band (B)	Don Lugo HS	08/17/2018
VALENZUELA, Joseph (NBM)	Band (B)	Don Lugo HS	08/17/2018
VERASTEGUI, Christopher (NBM)	Band (B)	Don Lugo HS	08/17/2018
WROTH, Christen (NBM)	Band (B)	Don Lugo HS	08/17/2018
		TOTAL:	\$129,204.00

**APPOINTMENT OF CERTIFICATED SUBSTITUTES EFFECTIVE JULY 1, 2018, THROUGH
JUNE 30, 2019**

AQUINO, Savannah	BAYER, Jessica	BRAMBILA, Luis
DEBELLIS, Delilah	DIAZ, Vanessa	DRUM, Barbara
DUPREE, Nicholas	ECHEGARAY, Michelle	FRANKLIN, John
HARDEN, Trevor	JONES, Anne	LOERA, Jessica
MARTINEZ, Bryan	MESA, Brian	MORENO, Matthew
NGUYEN, Minh Truong	PETERSON, Madeline	RUIZ CONTRERAS, Wendy
RUSSELL, Ashley	SCHMIDT, Lydia	VALLES, Quintan
VELARDE, Cristina	WHITE, Rayna	WIEBELT, Heidi

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 MANAGEMENT SALARY SCHEDULE

APPOINTMENT

WONG, Lai Yee	Nutrition Supervisor (NS)	Nutrition Services	08/17/2018
ESCOBOSA, Claudia	Occupational Therapist (SELPA/GF)	Special Education	08/13/2018

RESIGNATION

RODRIGUEZ, Ana	Behavioral Health Counselor (C)	Health Services	08/14/2018
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HIRED AT THE APPROPRIATE PLACEMENT ON THE CLASSIFIED SALARY SCHEDULE

APPOINTMENT

GARCIA, Nereida	IA/Special Ed. (SELPA/GF)	Borba ES	08/17/2018
BOISELLE, Michelle	IA/Elementary Grade Level (C)	Dickson ES	08/17/2018
MORRISON, Amanda	IA/Childhood Education (CDF)	Liberty FC	08/17/2018
KECK, Amanda	IA/Childhood Education (CDF)	Oak Ridge FC	08/17/2018
GREGORY, Monica	IA/Special Education (SELPA/GF)	Briggs K-8	08/17/2018
AGUILAR, Jose	Custodian II (GF)	Canyon Hills JHS	08/17/2018
ANCONA, Guadalupe	IA/Biling.-Bilit. Spanish (C)	Don Lugo HS	08/17/2018
DE ACEVEDO-CORREA, Justyn	Payroll Clerk III (GF)	Business	08/17/2018
CAMBEROS, Salvador	Bus Driver (GF)	Transportation	08/09/2018
CERVANTES, Stella	Bus Driver (GF)	Transportation	08/09/2018
PALOMINO, Brenda	Bus Driver (GF)	Transportation	08/09/2018

PROMOTION

AYRES, Bridget	FROM: Playground Supervisor (GF) 1.5 hrs./180 work days TO: IA/Special Ed. (SELPA/GF) 3.5 hrs./181 work days	Glenmeade ES Chino Hills HS	08/17/2018
CHAN, Aura	FROM: Central Kitchen Assistant I (NS) 6.5 hrs./181 work days TO: Nutrition Services Roving Mgr./Caterer/ Central Kitchen Asst. (NS) 6 hrs./183 work days	Townsend JHS Nutrition Services	08/17/2018

CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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PROMOTION (cont.)

KUO, Korina	FROM: Typist Clerk II (GF) 8 hrs./201 work days	Chino HS	08/17/2018
	TO: Counseling Asst. (GF) 8 hrs./213 work days	Chino HS	
ALVAREZ, Vanessa	FROM: Typist Clerk I (C/ADLTCALW) 4 hrs./166 work days	Adult School	08/17/2018
	TO: Typist Clerk II (GF) 8 hrs./201 work days	Wickman ES	

CHANGE OF ASSIGNMENT

NIXON, Angie	FROM: Nutrition Services Manager I (NS) 3.75 hrs./183 work days	Oak Ridge ES	08/17/2018
	TO: Nutrition Services Manager I (NS) 6 hrs./183 work days	Newman ES	
MADRID, Steven	FROM: Custodian I (GF) 4 hrs./261 contract days	Woodcrest JHS	08/17/2018
	TO: Custodian I (GF) 8 hrs./261 contract days	Townsend JHS	
FLORES, Julie	FROM: Assistant Principal Secretary (GF) 8 hrs./213 work days	Chino Hills HS	08/17/2018
	TO: Registrar (GF) 8 hrs./213 work days	Chino HS	
STICKLES, Valerie	FROM: IA/Special Education (SELPA/GF) 3.5 hrs./181 work days	Don Lugo HS	08/17/2018
	TO: IA/Special Education (SELPA/GF) 5 hrs./181 work days	Don Lugo HS	
LOPEZ, Victor M.	FROM: Custodian I (GF) 4.25 hrs./215 work days	Professional Development Ctr.	08/17/2018
	TO: Custodian I (GF) 4.25 hrs./261 contract days		

CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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ADDITIONAL ASSIGNMENT

GUZMAN, Lastelle	Custodian I (GF)	Maintenance	08/17/2018
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PERSONAL LEAVE OF ABSENCE

KENEASTER, Joy	IA/Special Education (SELPA/GF)	Cattle ES	08/27/2018 through 12/14/2018
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RESIGNATION OF POSITION

SHEEDY, Jeffrey	IA/Childhood Education (C)	Dickey SOAR	08/01/2018
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RESIGNATION

ARROYO, Samantha	Playground Supervisor (GF)	Dickey ES	07/31/2018
MORTON, Taylor	IA/Childhood Education (C)	Dickey SOAR	08/13/2018
MISQUEZ, Sherry	Nutrition Services Asst. I (NS)	Hidden Trails ES	07/30/2018
LEYVA, Zulema	Playground Supervisor (GF)	Liberty ES	08/06/2018
RUMBAUGH, Shawna	Playground Supervisor (GF)	Rolling Ridge ES	05/31/2018
SHIRLEY, Colleen	Playground Supervisor (GF)	Wickman ES	05/31/2018
ALLEN, Patti	Central Kitchen Asst. I (NS)	Ramona JHS	06/30/2018
GARCIA DE LEON, Dalila	Counseling Assistant (GF)	Buena Vista HS	06/05/2018
COLE, Mirrya	IA/Special Education (SELPA/GF)	Chino Hills HS	06/30/2018
MARQUEZ, Ronald	Behavior Intervention Aide (SELPA/GF)	Special Education	08/17/2018

RETIREMENT

HUSTON, Linda (44 years of service)	IA/Special Ed./SH (SELPA/GF)	Walnut ES	08/01/2018
CARDONA, Yolanda (14 years of service)	Counseling Assistant (GF)	Briggs K-8	09/01/2018
DELGADILLO, Arlene (17 years of service)	Secondary Library/Media Center Asst. (GF)	Townsend JHS	08/01/2018
GUTIERREZ, Elvira (28 years of service)	IA/Special Ed. (SELPA/GF)	Chino Hills HS	08/01/2018
PICKETT, Deanne (14 years of service)	IA/Special Ed./SH (SELPA/GF)	Don Lugo HS	10/20/2018
CONDIT, Michele (18 years of service)	IA/Secondary (GF)	CVLA	10/06/2018
CATHEY, Victoria (29 years of service)	Nutrition Services Roaming Manager (NS)	Nutrition Services	08/08/2018

CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT OF SHORT TERM EMPLOYEES EFFECTIVE JULY 1, 2018, THROUGH DECEMBER 31, 2018</u>			
BARRAGAN, Gabriela	IA/Special Education/SH	Borba ES	
HAMILTON, Bernice	IA/Special Education/SH	Borba ES	
SKRIPKO, Mary	IA/Special Education/SH	Chaparral ES	
RODRIGUEZ, Iris	IA/504 Plan	Cortez ES	
BOISELLE, Michelle	IA/Special Education/SH	Country Springs ES	
MURRIETTA, Pamela	IA/Special Education/SH	Country Springs ES	
GUAJARDO, Racine	IA/Special Ed – Collab.	Dickson ES	
MCCOLLUM, Amy	IA/Special Education/SH	Dickson ES	
SANCHEZ, Maria	IA/Special Education/SH	Glenmeade ES	
MACANAS, Maileen	IA/Special Education/SH	Liberty ES	
MEZA, Mary	IA/Special Education/SH	Liberty ES	
CANNON, Rebecca	IA/Special Education/SH	Rhodes ES	
CHAMBERS, Carrie	IA/Special Education/SH	Rolling Ridge ES	
KLUCK, Kathleen	IA/Special Education/SH	Wickman ES	
CONRARDY, Victoria	IA/Special Education/SH	Magnolia JHS	
GUTIERREZ, Lacey	IA/Special Education/SH	Magnolia JHS	
HOLIDAY, Joy	IA/Special Education/SH	Townsend JHS	
KENDRENA, Sandra	IA/Special Education/SH	Townsend JHS	
MEDRANO, Jasmine	IA/Special Education/SH	Townsend JHS	
SCHWARTZMEYER, Nanette	IA/Special Education/SH	Townsend JHS	
ARRISON, Shannon	IA/Special Education/SH	Woodcrest JHS	
ESSLINGER, Samantha	IA/Special Education/SH	Woodcrest JHS	
SANCHEZ, Gardenia	IA/Special Education-Collab.	Woodcrest JHS	
BALLESTEROS, Venus	IA/Special Education/SH	Ayala HS	
GINES, Stacie	IA/Special Education/SH	Ayala HS	
ROCHA, Ashlie	IA/Special Education/SH	Ayala HS	
SANCHEZ, Virnie	IA/Special Education/SH	Ayala HS	
KUDER, Mallory	IA/Special Education/SH	Chino HS	
BAYONA, Karen	IA/Special Education/SH	Chino Hills HS	
DELGADO, Linda	IA/Special Education/SH	Chino Hills HS	
GONZALEZ, Martin	IA/Special Education/SH	Chino Hills HS	
GORDON, Diane	IA/Special Education/SH	Chino Hills HS	
VAKA, Nancy	IA/Special Education/SH	Chino Hills HS	
HERRERA, Susana	IA/Special Education/SH	Don Lugo HS	
JONES, Marsha	IA/Special Education/SH	Don Lugo HS	
MISSERI, Monica	IA/Special Education/SH	Don Lugo HS	
NEAL, Gloria	IA/Special Education/SH	Don Lugo HS	
PALMER, Anne	IA/Special Education/SH	Don Lugo HS	
ZELAYA-AGUILAR, Amalia	IA/Special Ed/SH-Bus Aide	Special Education - Spectrum	

CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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APPOINTMENT OF CLASSIFIED SUBSTITUTES EFFECTIVE JULY 1, 2018, THROUGH JUNE 30, 2019

BARTON, Nicole	BURKEY, Lisa	CAMPOS-JOHNSON, Tonya
CASTRO, Cynthia	DELGADO, Regina	GONZALES, Lachelle
GUILLEN Jr., John	HERRERA, Susana	HILL, Kimberly
PIMENTA, Manuel	SANCHEZ, Marc	SCHMITT, Evangelina
SONGCO, Margarita	SUAREZ, Aurelio	TRIVEDI, Namrata
VIS, Chelsea	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: August 16, 2018

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
Suzanne Hernandez, Ed. D., Director, Human Resources
Richard Rideout, Director, Human Resources

SUBJECT: NEW JOB DESCRIPTION AND CREATION OF THE POSITION FOR COORDINATOR, CHARTER SCHOOLS

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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 Coordinator, Charter Schools is necessary to manage and address compliance criteria for the District's authorized Charter schools. The position will be funded by the District and reimbursed 100% by Allegiance beginning January 1, 2019.

New language is provided in UPPER CASE.

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

RECOMMENDATION

It is recommended the Board of Education approve the new job description and authorize the creation of the position for Coordinator, Charter Schools.

FISCAL IMPACT

\$135,055.00 to the General Fund for the Coordinator, Charter Schools position inclusive of salary, mandatory benefits, and health and welfare.

**CHINO VALLEY UNIFIED SCHOOL DISTRICT
POSITION DESCRIPTION**

TITLE:	COORDINATOR, CHARTER SCHOOLS	REPORTS:	ASSOCIATE SUPERINTENDENT, CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT
DEPARTMENT:	CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	CLASSIFICATION:	MANAGEMENT
FLSA:	EXEMPT	WORK YEAR:	226
ISSUED:		SALARY:	RANGE 23

BASIC FUNCTION:

UNDER THE DIRECTION OF THE ASSOCIATE SUPERINTENDENT, CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT MANAGES, DIRECTS, AND COORDINATES THE AUTHORIZATION, OPERATION, ACTIVITY, PROGRAM, AND PROCEDURE OF CHARTER SCHOOLS, WHICH MAY INCLUDE PROPOSITION 39; ASSURES COMPLIANCE WITH APPLICABLE LAWS, POLICIES, RULES, AND REGULATIONS; ACTS AS A LIAISON BETWEEN THE DISTRICT AND CHARTER SCHOOL(S); EVALUATES PROGRAMS AND CONDUCTS NEED ASSESSMENTS IN ORDER TO DETERMINE GOALS AND OBJECTIVES FOR CHARTER SCHOOLS; AND PROVIDES OVERSIGHT FOR CHARTER SCHOOL ISSUES.

REPRESENTATIVE DUTIES:

INCUMBENT MAY PERFORM ANY COMBINATION OF THE ESSENTIAL FUNCTIONS SHOWN BELOW. THIS POSITION DESCRIPTION IS NOT INTENDED TO BE AN EXHAUSTIVE LIST OF ALL DUTIES, KNOWLEDGE, OR ABILITIES ASSOCIATED WITH THIS CLASSIFICATION, BUT IS INTENDED TO ACCURATELY REFLECT THE PRINCIPLE JOB ELEMENTS.

E = ESSENTIAL FUNCTIONS

1. MONITORS THE DEVELOPMENT, IMPLEMENTATION, AND REFINEMENT OF POLICIES, PROCEDURES, AND GUIDANCE RELATED TO ALL ASPECTS OF CHARTER SCHOOL FUNCTIONS, INCLUDING CHARTER SCHOOL AUTHORIZATION AND REAUTHORIZATION, OVERSIGHT, AND DISSEMINATION OF INFORMATION. (E)
2. DEVELOPS SYSTEMS TO COLLECT, CODIFY, AND DISSEMINATE EFFECTIVE PRACTICES TO CHARTER SCHOOLS. (E)
3. IDENTIFIES THE NEED FOR INTERNAL POLICIES, PROCESSES, PROCEDURES AND GUIDELINES BETWEEN DEPARTMENTS AND CHARTER SCHOOLS.

4. MONITORS THE INSTRUCTIONAL PROGRAMS OF THE CHARTER SCHOOLS OPERATING IN THE DISTRICT WITHIN FEDERAL, STATE, CHARTER AND LOCAL LAW (I.E. LCAP). (E)
5. REVIEWS RECORDS AND MANAGES ALL REGULATORY AND COMPLIANCE ASPECTS OF QUALITY CHARTER SCHOOLS. (E)
6. IDENTIFIES, REVIEWS, AND EXECUTES SOLUTIONS TO ANNUAL FACILITIES OFFERS RELATED TO PROPOSITION 39. (E)
7. MAINTAINS PUBLIC RELATIONS FOR CHARTER SCHOOL PROGRAMS OR PROJECTS, WHICH MAY INCLUDE PROPOSITION 39. (E)
8. REPRESENTS THE DISTRICT IN MATTERS RELATED TO CHARTER SCHOOLS AND PREPARES FOLLOW UP DOCUMENTATION INCLUDING MEMORANDA, CORRESPONDENCE, ITEMS FOR BOARD ACTION, AND REPORTS FOR SUPERINTENDENT. (E)
9. REVIEWS AND MONITORS ASSIGNED BUDGETS OF CHARTER SCHOOLS.
10. CONFERS AND SERVES AS A RESOURCE PERSON TO ALL DIVISION DIRECTORS IN THE DISTRICT TO ENSURE THAT TIMELINES, REQUIREMENTS, AND NEEDS ARE MET. (E)
11. ASSURES ACCURATE AND TIMELY DISSEMINATION OF INFORMATION. (E)
12. EVALUATES PERSONNEL VERIFICATION FOR ALL APPLICABLE STAFF (CREDENTIAL, TB, FINGERPRINTING, ETC.).
13. SERVES ON COMMITTEES AS APPROPRIATE OR ASSIGNED BY IMMEDIATE SUPERVISOR. (E)
14. RESEARCHES, MAINTAINS, AND KEEPS INFORMED OF CURRENT TRENDS IN THE OPERATION OF CHARTER SCHOOLS AND OTHER PERTINENT AREAS, SUCH AS FEDERAL, STATE AND LOCAL LAWS AND DISTRICT REGULATIONS, POLICIES, AND PROCEDURES RELATED TO CHARTER SCHOOLS. (E)
15. ATTENDS CONFERENCES, DISTRICT MEETINGS, BOARD MEETINGS, AND OTHER PROFESSIONAL DEVELOPMENT ACTIVITIES RELATED TO THE FIELD.
16. MAY ASSIST IN ADDRESSING FACILITIES RELATED MATTERS IN THE PUBLIC-SCHOOL CHOICE RESOLUTION PROCESS.
17. ENGAGES EXECUTIVE CABINET IN ADDRESSING ISSUES IN OPERATIONAL CHARTER SCHOOLS.
18. PERFORMS OTHER DUTIES AS ASSIGNED.

MINIMUM REQUIREMENTS:

EDUCATION, EXPERIENCE, LICENSES, AND OTHER REQUIREMENTS:

BACHELOR'S DEGREE REQUIRED IN EDUCATION OR RELATED FIELD AND FIVE YEARS OF INCREASINGLY RESPONSIBLE EXPERIENCE AS AN EDUCATIONAL LEADER. MASTER'S DEGREE IN RELATED FIELD PREFERRED.

EXPERIENCE WITH AND DETAILED KNOWLEDGE OF CHARTER SCHOOLS, INCLUDING FAMILIARITY WITH APPLICABLE STATE AND FEDERAL LAWS DESIRED. AT LEAST THREE YEARS OF SUCCESSFUL TEACHING EXPERIENCE.

POSSESSION OF A VALID CALIFORNIA PRELIMINARY OR PROFESSIONAL CLEAR MULTIPLE OR SINGLE SUBJECT TEACHING CREDENTIAL AUTHORIZING SERVICE AS AN ELEMENTARY OR SECONDARY TEACHER IS DESIRABLE.

POSSESSION OF A VALID CALIFORNIA ADMINISTRATIVE CREDENTIAL AUTHORIZING SERVICE AS AN ADMINISTRATOR IS REQUIRED.

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

MUST HAVE VALID CALIFORNIA DRIVER'S LICENSE AND AUTOMOBILE AVAILABLE FOR USE. MUST HAVE THE ABILITY TO OBTAIN AND MAINTAIN INSURABILITY STATUS UNDER THE DISTRICT'S VEHICLE INSURANCE POLICY. MUST BE WILLING TO ATTEND EVENING, NIGHT, AND WEEKEND MEETINGS.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

- DISTRICT POLICIES AND PROCEDURES, GOALS AND OBJECTIVES, ORGANIZATIONAL STRUCTURE AND FUNCTIONS, THE CALIFORNIA EDUCATION CODE, AND NEGOTIATED CONTRACTS. RESEARCH METHODS AND REPORT WRITING TECHNIQUES;
- RECORD-KEEPING TECHNIQUES;
- DISTRICT ORGANIZATION, OPERATIONS, POLICIES, AND PROCEDURES.
- TECHNICAL ASPECTS OF FIELD OF SPECIALTY;
- PRINCIPLES OF ORGANIZATION, OPERATION, AND SUPERVISION;
- PRINCIPLES, PRACTICES, TRENDS, GOALS, AND OBJECTIVES OF PUBLIC EDUCATION;
- MODERN TECHNOLOGY AND OFFICE PROCEDURES AND METHODS, COMPUTER EQUIPMENT, AND COMPUTER SOFTWARE NECESSARY TO PERFORM REQUIRED DUTIES;
- BUDGET PREPARATION AND CONTROL;
- APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, CODES, REGULATIONS, POLICIES, AND PROCEDURES RELATED TO ASSIGNED ACTIVITIES; AND
- ORAL AND WRITTEN COMMUNICATION SKILLS, INCLUDING ENGLISH USAGE, GRAMMAR, SPELLING, PUNCTUATION, VOCABULARY, COMPOSITION, AND MATHEMATICS.

ABILITY TO:

- RESEARCH AND INTERPRET STATE AND FEDERAL LAWS AND REGULATIONS;
- ADMINISTER ASSIGNED BUDGETS AND ALLOCATE FUNDS;
- DEMONSTRATE LEADERSHIP QUALITIES AND UTILIZE MOTIVATIONAL TECHNIQUES AND STRATEGIES IN THE DEVELOPMENT OF AN OPERATIONAL MODE THAT IS COST EFFECTIVE;
- OPERATE A COMPUTER TERMINAL AND AUDIO-VISUAL EQUIPMENT;
- COMMUNICATE EFFECTIVELY, BOTH ORALLY AND IN WRITING;
- WRITE IN A CLEAR AND CONCISE MANNER FOR BROAD PUBLIC APPEAL AND INTERPRETATION;
- GAIN COOPERATION THROUGH DISCUSSION AND PERSUASION;
- COORDINATE AND SUPERVISE THE WORK OF OTHERS;
- ANALYZE SITUATIONS CAREFULLY AND ADOPT AN EFFECTIVE COURSE OF ACTION;
- INTERPRET, APPLY, AND EXPLAIN ADMINISTRATIVE AND BOARD POLICIES, LAWS, REGULATIONS;
- PLAN, ORGANIZE, AND PRIORITIZE WORK TO MEET MULTIPLE SCHEDULES AND DEADLINES, AND MANAGE SIMULTANEOUS TASKS, WITH MANY INTERRUPTIONS;
- WORK INDEPENDENTLY WITH MINIMUM DIRECTION AND SUPERVISION; WORK UNDER PRESSURE;
- UNDERSTAND, ANALYZE, AND PREPARE COMPREHENSIVE NARRATIVE AND STATISTICAL REPORTS;
- ESTABLISH AND MAINTAIN COOPERATIVE AND EFFECTIVE WORKING RELATIONSHIPS WITH DISTRICT PERSONNEL, COMMUNITY MEMBERS, AND EXTERNAL COMPANIES AND AGENCIES WHILE PERFORMING ASSIGNED DUTIES; AND
- SUPERVISE AND EVALUATE THE PERFORMANCE OF ASSIGNED STAFF.

WORKING CONDITIONS:**ENVIRONMENT:**

- DISTRICT OFFICE ENVIRONMENT AND SCHOOL SITES;
- DEMANDING TIMELINES;
- SUBJECT TO DRIVING TO A VARIETY OF LOCATIONS TO CONDUCT WORK DURING DAY AND EVENING HOURS;
- SUBJECT TO FREQUENT INTERRUPTIONS AND EXTENSIVE CONTACT WITH STUDENTS, STAFF, PARENTS, AND THE PUBLIC; AND
- INDOOR AND OUTDOOR ENVIRONMENT.

PHYSICAL DEMANDS:

- BENDING AT THE WAIST, KNEELING OR CROUCHING, AND REACHING TO RETRIEVE AND MAINTAIN FILES AND RECORDS;
- REACHING OVERHEAD, ABOVE THE SHOULDERS AND HORIZONTALLY;
- DEXTERITY OF HANDS AND FINGERS TO OPERATE STANDARD OFFICE EQUIPMENT, COMPUTER KEYBOARD, AND OTHER EQUIPMENT NECESSARY TO COMPLETE THE REQUIRED DUTIES;
- HEARING AND SPEAKING TO EXCHANGE INFORMATION IN PERSON AND ON THE TELEPHONE;
- VISUAL ABILITY TO READ, AND TO PREPARE/PROCESS DOCUMENTS AND TO

- MONITOR VARIOUS SERVICES AND PERSONNEL;
- SITTING FOR EXTENDED PERIODS;
 - STANDING FOR EXTENDED PERIODS;
 - WALKING OVER ROUGH OR UNEVEN SURFACES;
 - CLIMBING, OCCASIONAL USE OF STEPLADDERS; AND
 - PHYSICAL ACTIVITY MAY BE REQUIRED, WHICH COULD INCLUDE MODERATE LIFTING.

HAZARDS:

- COMMON WORKPLACE SAFETY SITUATIONS;
- STRESS FROM WORK COMPLEXITIES;
- MAY BE EXPOSED TO CONTACT WITH UNCOOPERATIVE OR ABUSIVE INDIVIDUALS;
- EXTENDED VIEWING OF COMPUTER MONITOR; AND
- WORKING AROUND AND WITH OFFICE EQUIPMENT HAVING MOVING PARTS.

I HAVE READ THE ABOVE POSITION DESCRIPTION AND FULLY UNDERSTAND THE REQUIREMENTS SET FORTH THEREIN. I HEREBY ACCEPT THE POSITION OF COORDINATOR, CHARTER SCHOOLS AND AGREE TO ABIDE BY THE REQUIREMENTS AND DUTIES SET FORTH. I WILL PERFORM ALL DUTIES AND RESPONSIBILITIES TO THE BEST OF MY ABILITY.

(SIGNATURE OF EMPLOYEE)

(DATE)

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, THE CHINO VALLEY UNIFIED SCHOOL DISTRICT WILL PROVIDE REASONABLE ACCOMMODATIONS TO QUALIFIED INDIVIDUALS WITH DISABILITIES AND ENCOURAGES BOTH PROSPECTIVE AND CURRENT EMPLOYEES TO DISCUSS POTENTIAL ACCOMMODATIONS WITH THE DIVISION OF HUMAN RESOURCES.

BOARD APPROVED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: August 16, 2018
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
SUBJECT: REVISION OF BYLAWS OF THE BOARD 9310—BOARD POLICIES

=====

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. Bylaws of the Board 9310—Board Policies is being updated to address alignment of Board policies with the District’s vision, goals, and Local Control and Accountability Plan, and add the concept of proactively addressing equity and equal access in Board policies. Material is rearranged to emphasize that policies are not operative if in conflict with applicable federal or state law or regulations or court decisions.

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 Bylaws of the Board 9310—Board Policies.

FISCAL IMPACT

None.

NE:pk

BOARD POLICIES

The Board of Education shall adopt written policies to convey its expectations for actions that will be taken in the District, clarify roles and responsibilities of the Board and Superintendent, and communicate Board philosophy and positions to students, staff, parents/guardians, and the community. ~~Board policies are binding on the District to the extent that they do not conflict with federal or state law and are consistent with the District's collective bargaining agreements.~~

(cf. 9000 - Role of the Board)

THE BOARD SHALL ENSURE THAT DISTRICT POLICIES ALIGN WITH THE DISTRICT'S VISION AND GOALS, PROMOTE STUDENT LEARNING AND ACHIEVEMENT, PROVIDE FOR CONSISTENT AND FAIR TREATMENT OF STUDENTS AND STAFF, AND PROACTIVELY ADDRESS EQUITY AND THE PROVISION OF EQUAL ACCESS TO OPPORTUNITIES FOR ALL STUDENTS.

(cf. 0000 - Vision)
(cf. 0100 - Philosophy)
(cf. 0415 - Equity)
(cf. 0460 - Local Control and Accountability Plan)

The Board recognizes the importance of maintaining a policy manual that is up to date and reflects the mandates of law. BOARD POLICIES ARE BINDING ON THE DISTRICT TO THE EXTENT THAT THEY DO NOT CONFLICT WITH FEDERAL OR STATE LAW AND ARE CONSISTENT WITH THE DISTRICT'S COLLECTIVE BARGAINING AGREEMENTS. NO BOARD POLICY, BYLAW, OR ADMINISTRATIVE REGULATION, OR ANY PORTION THEREOF, SHALL BE OPERATIVE IF IT IS FOUND TO BE IN CONFLICT WITH APPLICABLE FEDERAL OR STATE LAW OR REGULATIONS OR COURT DECISIONS. IF ANY PORTION OF A POLICY IS FOUND TO BE INVALID, THAT INVALIDITY SHALL NOT AFFECT OTHER PROVISIONS OF THE POLICY.

(cf. 2210 - Administrative Discretion Regarding Board Policy)

Policies shall be regularly reviewed at a time allocated for this purpose on the agenda of public Board meetings.

(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agendas/Meeting Materials)

The Board shall review certain policies annually, as required by Education Code 35160.5. If no revisions are deemed necessary, the Board minutes shall nevertheless indicate that the review was conducted. Other policies shall be monitored and reviewed as specified in the policy itself or as needed to reflect changes in law or District circumstances.

BOARD POLICIES (cont.)

(cf. 5116.1 - Intradistrict Open Enrollment)
 (cf. 6145 - Extracurricular and Cocurricular Activities)

Policy Development and Adoption Process

The District's policy development process shall include the following basic steps:

1. The Board and/or Superintendent or designee shall identify the need for a new policy or revision of an existing policy. The need may arise from a change in law, a new District vision STATEMENT, or NEW goals IN THE LOCAL CONTROL AND ACCOUNTABILITY PLAN, educational research or trends, AN INCIDENT THAT HAS ARISEN IN THE DISTRICT, or ~~a change in the superintendency or Board membership. The need may also occur as a result of an incident that has arisen in the District or~~ a recommendation or request from staff, A PARENT/GUARDIAN, or other interested persons.
2. As needed, the Superintendent or designee shall gather fiscal ~~and other~~ data, staff and public input, related District policies, sample policies from THE CALIFORNIA SCHOOL BOARDS ASSOCIATION OR other organizations or agencies, and other useful information AND DATA to fully inform the Board about ~~the A PARTICULAR~~ issue.

(cf. 1220 - Citizen Advisory Committees)

3. The Board may hold discussions during a public Board meeting to gain an understanding of the issue and provide initial direction to the Superintendent or designee. The discussion may include, but not be limited to ~~how the proposed policy may affect student learning,~~ community expectations, staff recommendations, AND THE EXPECTED IMPACT OF THE POLICY ON STUDENT LEARNING AND WELL-BEING, EQUITY, GOVERNANCE, AND THE DISTRICT'S fiscal RESOURCES ~~impact, as well as the policy's impact on governance and operational efficiency.~~
4. The Board or Superintendent may request that legal counsel review the draft policy as appropriate.
5. The Superintendent or designee shall develop and present a draft policy for a first reading at a public Board meeting. At its second reading, the Board may take action on the proposed policy. The Board may waive the second reading or may require an additional reading if necessary.

(cf. 9323 - Meeting Procedures)

Only policies formally adopted by a majority vote of the Board shall constitute official Board policy.

BOARD POLICIES (cont.)

(cf. 9322 - Agenda/Meeting Materials)
 (cf. 9323.2 - Actions by the Board)

The District's policy development process may be revised or expanded as needed based on the issue being considered, the need for more information, or THE DESIRE to provide greater opportunities for consultation and public input.

Policies shall become effective upon Board adoption or at a future date designated by the Board at the time of adoption.

BOARD BYLAWS

The Board shall prescribe and enforce rules for its own government consistent with state law and regulations. (Education Code 35010)

Bylaws governing Board operations may be developed, adopted, and amended following the same procedures as those used for the adoption or amendment of Board policy.

Administrative Regulations

The Superintendent or designee shall be responsible for developing and enforcing administrative regulations for the operation of the District. Administrative regulations shall be consistent with law and Board policy and shall be designed to promote the achievement of District goals and objectives. Administrative regulations may describe specific actions to be taken, roles and responsibilities of staff, timelines, and/or other necessary provisions. The Superintendent or designee also may develop procedures manuals, handbooks, or other guides to carry out the intent of Board policy.

When Board policies are amended, the Superintendent or designee shall review corresponding regulations to ensure that they conform to the intent of the revised policy. In case of conflict between administrative regulation and Board policy, policy shall prevail.

The Board may review and/or approve regulations for the purpose of ensuring conformity with the intent of Board policy.

Monitoring and Evaluation

At the time a policy is adopted, the Board and Superintendent or designee shall MAY determine THAT PROGRESS REPORTS TO THE BOARD ON THE IMPLEMENTATION AND/OR ~~whether an evaluation~~ EFFECTIVENESS of the policy should be scheduled. and, if so, THE BOARD AND SUPERINTENDENT OR DESIGNEE shall agree upon a timeline and, AS APPLICABLE, measures for evaluating the effectiveness of the policy in achieving its purpose.

(cf. 0500 - Accountability)

BOARD POLICIES (cont.)**Access to Policies**

The Superintendent or designee shall ensure that all District employees and the public have access to an up-to-date District policy manual. ~~A public copy of t~~The policy manual shall be maintained ~~at the District central office and at each school site. These copies shall be maintained either~~ electronically or by paper copy.

(cf. 1113 - District and School Websites)
(cf. 1340 - Access to District Records)

As necessary, the Superintendent or designee shall notify staff, parents/guardians, students, and other stakeholders whenever a policy that affects them is adopted or revised. He/she may determine the appropriate communications strategy depending on the issue. **POLICIES SHALL BE POSTED ON THE DISTRICT'S WEBSITE WHEN REQUIRED BY LAW.**

(cf. 1112 - Media Relations)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)
(cf. 6020 - Parent Involvement)

Suspension of Policies

~~No Board policy, bylaw, or administrative regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable federal or state law or regulations or court decisions. If any portion of a policy is found to be invalid, that invalidity shall not affect other provisions of the policy.~~

~~(cf. 2210 - Administrative Discretion Regarding Board Policy)~~

Legal Reference:**EDUCATION CODE**

35010 Control of district; prescription and enforcement of rules
35160 Authority of governing boards
35160.5 Annual review of school district policies
35163 Official actions, minutes and journal
35164 Vote requirements

Management Resources:**WEBSITES**

California School Boards Association, Policy Services, including Policy Update Service, Governance and Management Using Technology (GAMUT Online): www.csba.org

Chino Valley Unified School District

Bylaw adopted: August 17, 1995
Revised: May 10, 2012
REVISED:

Chino Valley Unified School District

Our Motto:

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

DATE: August 16, 2018

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Grace Park, Ed.D., Associate Superintendent, Curriculum, Instruction, Innovation, and Support
Tracy Freed, Ed.D., Director, Assessment and Instructional Technology
Julian Rodriguez, Ed.D., Director, Secondary Curriculum and Instruction

SUBJECT: REVISION OF ADMINISTRATIVE REGULATION 5126 STUDENTS – AWARDS FOR ACHIEVEMENT

=====

BACKGROUND

Board policies, administrative regulations, and bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current practice. Administrative Regulation 5126 Students – Awards for Achievement is being revised to reflect current eligibility requirements for the Golden State Seal Merit Diploma, and to reflect the new courses that will be offered in the 2018/2019 school year.

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 5126 Students – Awards for Achievement

FISCAL IMPACT

None.

NE:GP:TF:JR:rtr

AWARDS FOR ACHIEVEMENT**Criteria for the Selection of Valedictorian and Salutatorian**

The selection of valedictorian and salutatorian at the high school level will be based on the following criteria:

1. The valedictorian shall be the graduating high school senior in attendance with the highest grade point average.
2. The salutatorian shall be the graduating high school senior in attendance with the second highest grade point average.
3. Grade point average will be based on a 4.0 scale (A=4 points; B=3 points; C=2 points; D=1 point; F=0 points) for non-weighted courses.
4. Weighted credit will be given to students who successfully complete advanced placement or international baccalaureate diploma program courses of study (A=5 points; B=4 points; C=3 points; D=1 point; F=0 points).
5. Each candidate for valedictorian and salutatorian must have completed all the requirements for the distinguished scholar program at a comprehensive high school.
6. Determination for Valedictorian and Salutatorian are made after the first semester of the senior year has been completed.
7. If a tie exists, the principal may honor more than one valedictorian and/or salutatorian.

Merit Diploma

The Superintendent or designee shall identify students who qualify for the Golden State Seal Merit Diploma. In order to qualify, students shall achieve the standards or achievement levels established by the State Board of Education, to include:

1. Complete all requirements for a high school diploma, and
2. ~~Earn a scaled score of 370 or above on six (6) separate high school level California Standards Tests (CST's), not including the Algebra 1, General Mathematics, and/or Integrated Mathematics 1 CST. (Education Code 51451, 51452, CCR 876)~~

AWARDS FOR ACHIEVEMENT (cont.)

2. MASTERY OF THE CURRICULUM IN AT LEAST SIX SUBJECT AREAS, AS FOLLOWS:
 - A. ENGLISH LANGUAGE ARTS/LITERACY (ELA) – STUDENTS MUST HAVE EARNED ONE OF ANY OF THE FOLLOWING:
 - a. A GRADE OF B+ OR ABOVE (OR NUMERICAL EQUIVALENT) IN A SINGLE COURSE (EACH SEMESTER) COMPLETED IN GRADE NINE OR TEN OR ELEVEN
 - b. AN ACHIEVEMENT LEVEL OF “STANDARD MET” OR ABOVE FOR THE HIGH SCHOOL SMARTER BALANCED SUMMATIVE ASSESSMENT
 - B. MATHEMATICS – STUDENTS MUST HAVE EARNED ONE OF ANY OF THE FOLLOWING:
 - a. A GRADE OF B+ OR ABOVE (OR NUMERIC EQUIVALENT) IN A SINGLE COURSE (EACH SEMESTER) COMPLETED IN GRADE NINE OR TEN OR ELEVEN
 - b. AN ACHIEVEMENT LEVEL OF “STANDARD MET” OR ABOVE FOR THE HIGH SCHOOL SMARTER BALANCED SUMMATIVE ASSESSMENT
 - C. SCIENCE – STUDENTS MUST HAVE EARNED ONE OF ANY OF THE FOLLOWING:
 - a. A GRADE OF B+ OR ABOVE (OR NUMERIC EQUIVALENT) IN A SINGLE COURSE (EACH SEMESTER) COMPLETED IN GRADE NINE OR TEN OR ELEVEN
 - b. A QUALIFYING SCORE THAT DEMONSTRATES MASTERY OF THE SUBJECT AS DETERMINED BY THE LEA FOR AN EXAMINATION PRODUCED BY A PRIVATE PROVIDER OR THE LEA
 - D. U.S. HISTORY – STUDENTS MUST HAVE EARNED ONE OF ANY OF THE FOLLOWING:
 - a. A GRADE OF B OR ABOVE (OR NUMERICAL EQUIVALENT) UPON COMPLETION OF THE REQUIRED U.S. HISTORY COURSE (EACH SEMESTER)
 - b. A QUALIFYING SCORE THAT DEMONSTRATES MASTERY OF THE SUBJECT AS DETERMINED BY THE LEA FOR AN EXAMINATION PRODUCED BY A PRIVATE PROVIDER OR THE LEA

AWARDS FOR ACHIEVEMENT (cont.)

- E. TWO ADDITIONAL SUBJECT AREAS – STUDENTS MAY CHOOSE FROM ANY OF THE FOLLOWING:
- a. ANY ADDITIONAL QUALIFYING GRADE OR SCORE LISTED ABOVE, EARNED FOR THE SUBJECT OF ELA, MATHEMATICS, SCIENCE, OR U.S. HISTORY NOT ALREADY USED TO MEET ELIGIBILITY
 - b. A GRADE OF B OR ABOVE (OR NUMERICAL EQUIVALENT) UPON THE COMPLETION OF HIGH SCHOOL COURSES IN OTHER SUBJECTS
 - c. A QUALIFYING SCORE THAT DEMONSTRATES MASTERY OF OTHER SUBJECTS, AS DETERMINED BY THE LEA FOR AN EXAMINATION PRODUCED BY A PRIVATE PROVIDER OR THE LEA

Distinguished Scholar

The Distinguished Scholar Program is offered by the Chino Valley Unified School District to increase academic motivation, broaden university admission options, provide access to competitive majors, prepare for college admission exams, and develop strong academic skills in university prep students. Counselors will identify seniors who may qualify as a distinguished scholar by reviewing student transcripts.

To qualify as a distinguished scholar a student must:

1. Complete all prescribed courses in grades 9-12 to meet the UC/CSU a-g requirements;
2. Receive a minimum of a 3.9 weighted GPA in all courses, grades 9-12;
3. Receive a grade of C or higher in all courses, grades 9-12;
4. Demonstrate evidence of school and/or community service and;
5. Complete 28 semesters of coursework in the prescribed course of study.

Prescribed Course of Study

English 4 Years

English 9 H
English 10 H
English 11 AP
English 12 AP

Advanced Math 4 Years

Geometry

AWARDS FOR ACHIEVEMENT (cont.)

	Algebra 2 H INTEGRATED II H INTEGRATED III H FINANCIAL LITERACY MATHEMATICAL REASONING WITH CONNECTIONS (MRWC) Trig/Pre-Calculus H Statistics AP CALCULUS AB CP Calculus AB AP Calculus BC AP
Social Sciences <i>3 ½ Years</i>	World History H or AP US History AP US Government AP European History AP Economics H or AP HUMAN GEOGRAPHY AP
Science <i>3 Years</i>	Biology H or AP BIOLOGY AND THE LIVING EARTH H Chemistry H or AP CHEMISTRY IN THE EARTH SYSTEM H Physics H or AP PHYSICS IN THE UNIVERSE H Human Anatomy and Physiology H Environmental Science AP
Foreign Language	Three Years of the same Language approved by UC/CSU

Note: GPA calculations are based upon the first seven (7) semesters from high school.

Graduate with Honors

To qualify as a graduate with honors, a student must:

1. Complete all prescribed courses in grades 9-12 to meet the CVUSD graduation requirements and the UC/CSU a-g requirements;
2. Receive a minimum of a 3.75 weighted GPA in all courses, grades 9-12;
3. Receive a grade of C or higher in all courses, grades 9-12 and;

AWARDS FOR ACHIEVEMENT (cont.)

4. Completed 28 semesters of coursework in the prescribed course of study.

Furthermore, it is recommended that the student demonstrates evidence of school and/or community service.

Prescribed course of study for graduate with honors:*English 4 Years*

English 9 CP or English 9 H
 English 10 CP or English 10 H
 English 11 CP or English 11 AP
 Expository Reading and Writing course
 (ERWC), English 12 CP or English 12 AP

Math 4 Years

Algebra 1
 Geometry
 Algebra 2 or Algebra 2 H
 INTEGRATED I OR INTEGRATED I H
 INTEGRATED II OR INTEGRATED II H
 INTEGRATED III OR INTEGRATED III H
 FINANCIAL LITERACY
 MRWC
 Probability and Statistics
 Trig/Pre-Calculus or Trig/Pre-Calculus H
 CALCULUS AP CP
 Calculus AB AP
 Calculus BC AP
 Statistics AP

Social Sciences 3 Years

World History or World History H
 US History or US History AP
 US Government or US Government AP
 Econ, Econ H, or Econ AP
 European History AP
 HUMAN GEOGRAPHY AP

Science 3 Years

Biology H or Biology AP
 BIOLOGY AND THE LIVING EARTH OR
 BIOLOGY AND THE LIVING EARTH H
 Earth Science or Earth Science H
 Chemistry, Chemistry H, or Chemistry AP
 CHEMISTRY IN THE EARTH SYSTEM AND
 CHEMISTRY IN THE EARTH SYSTEM H
 Physics, Physics H, or Physics AP

AWARDS FOR ACHIEVEMENT (cont.)

PHYSICS IN THE UNIVERSE AND
PHYSICS IN THE UNIVERSE H
Environmental Science AP
Human Anatomy and Physiology H
Environmental Science AP

Foreign Language Three Years of the same Language approved by
UC/CSU

Note: GPA calculations are based upon the first seven (7) semesters from high school.

AT THE DISCRETION OF THE SUPERINTENDENT OR DESIGNEE, HONORS DISTINCTION SHALL BE GRANTED TO STUDENTS WHO TRANSFER IN FROM A SCHOOL OUTSIDE THE DISTRICT IF THEY HAVE SUCCESSFULLY COMPLETED COURSEWORK THAT IS SIMILAR TO, BUT DOES NOT MATCH, THE PRESCRIBED COURSE OF STUDY.

Scholarship Fund

The District's scholarship fund shall be administered by a committee composed of board members, the Superintendent and other community, faculty, administrative and/or student representatives determined by the Board. (Education Code 35310)

Members of this committee shall be appointed by the Board and shall serve one-year terms.

The Superintendent shall serve as chairperson of the committee and chief executive officer of the fund. (Education Code 35311)

The committee shall meet at least once each fiscal year and at other such times as it may be called into session by the Superintendent. (Education Code 35312)

Scholarship funds shall be deposited, administered and audited in accordance with Education Code 35314 and 35318.

The committee may accept gifts, donations and bequests made for the purposes of the fund. The committee also may prescribe conditions or restrictions on these gifts and bequests. The committee shall review any conditions imposed by the donor and make a recommendation to the Board as to the compatibility of such conditions with the intent and purpose of the fund. The Board may prohibit the committee from accepting any donation under conditions it finds incompatible with the fund's intent and purpose. (Education Code 35313)

(cf. 1260 - Educational Foundation)
(cf. 3290 - Gifts, Grants and Bequests)

AWARDS FOR ACHIEVEMENT (cont.)

The Superintendent or designee shall establish procedures governing applications for scholarship awards from the fund. Eligibility for a scholarship award shall be determined based on objective criteria and without discrimination.

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

The Superintendent or designee shall make at least annual reports to the Board regarding the status and activity of the fund. (Education Code 35319)

Chino Valley Unified School District

Regulation approved: June 5, 2003

Revised: March 5, 2009

Revised: June 18, 2009

Revised: June 17, 2010

Revised: December 13, 2012

REVISED:

Chino Valley Unified School District

Our Motto:

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

DATE: August 16, 2018

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 Rodriguez, Ed.D., Director, Secondary Curriculum and Instruction

SUBJECT: REVISION OF BOARD POLICY 6146.1 INSTRUCTION – HIGH SCHOOL GRADUATION REQUIREMENTS

=====

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 6146.1 Instruction – High School Graduation Requirements is being revised to update high school graduation requirements to reflect the new courses that will be offered in the 2018/2019 school year.

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 6146.1 Instruction - High School Graduation Requirements.

FISCAL IMPACT

None.

NE:GP:JR:rtr

HIGH SCHOOL GRADUATION REQUIREMENTS

The Board of Education desires to prepare all students to obtain a high school diploma to enable them to take advantage of opportunities for postsecondary education and/or employment.

(cf. 5127 - Graduation Ceremonies and Activities)

(cf. 5147 - Dropout Prevention)

(cf. 6143 - Courses of Study)

(cf. 6146.3 - Reciprocity of Academic Credit)

COURSE REQUIREMENTS

To obtain a high school diploma, students shall complete at least the following courses in grades 9-12, with each course being one year unless otherwise specified:

1. Four courses in English
2. Three courses in mathematics

Students shall meet or exceed state academic content standards for Algebra I (Integrated Mathematics I). Completion of such coursework prior to grade 9 shall satisfy the Algebra I (Integrated Mathematics I) requirement.

Students may be awarded up to one mathematics course credit for successful completion of an approved computer science course that is classified as a "Category C" course based on the "A-G" course requirements for college admission.

(cf. 6011 - Academic Standards)

3. Two courses in science, including biological and physical sciences (Education Code 51225.3)
4. Three courses in social studies, including United States History and Geography; World History, Culture, and Geography; a one-semester course in American Government and Civics; and a one-semester course in economics (Education Code 51225.3)

(cf. 6142.3 - Civic Education)

(cf. 6142.94 - History-Social Science Instruction)

5. Two courses in visual or performing arts, foreign language, including American Sign Language, or Career Technical Education (CTE)

HIGH SCHOOL GRADUATION REQUIREMENTS (cont.)

To be counted towards meeting graduation requirements, a CTE course must meet the UC/CSU “F” requirement and shall be aligned to the CTE model curriculum standards and framework adopted by the State Board of Education.

(cf. 6142.2 - World/Foreign Language Instruction)
 (cf. 6142.6 - Visual and Performing Arts Education)
 (cf. 6178 - Career Technical Education)

6. Two courses in physical education, unless the student has been otherwise exempted pursuant to other sections of the education code (Education Code 51225.3)

(cf. 6142.7 - Physical Education and Activity)
 (cf. 6142.1 - Family Life/Sexual Education Sexual Health and HIV/AIDS Prevention Instruction)
 (cf. 6142.8 - Comprehensive Health Education)

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

(cf. 6146.11 - Alternative Credits Toward Graduation)
 (cf. 6146.2 - Certificate of Proficiency/High School Equivalency)
 (cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)

Effective with the Graduating Class of ~~2016~~ 2019 and each class thereafter.

All students receiving a high school diploma from the District shall:

1. Achieve a cumulative G.P.A. of 2.0., and
2. Complete the course requirements as follows:

Subject	Units per Subject	Total Units per Subject
English/Reading		40 units
Mathematics:		30 units
Algebra I/Integrated Math I (if taken at the high school level)	10 units	
Other higher level math	20 units	
Physical Education		20 units
Visual and Performing Arts (VAPA)/Foreign Language		20 units*
*One VAPA course may be replaced with Career Technical Education		
Science:		20 units

HIGH SCHOOL GRADUATION REQUIREMENTS (cont.)

Biological Science/BIOLOGY AND THE LIVING EARTH	10 units	
Earth/Physical Science/OTHER HIGHER LEVEL SCIENCE	10 units	
Social Science:		30 units
World History, Culture and Geography- or European History Advanced Placement-OR HUMAN GEOGRAPHY ADVANCED PLACEMENT	10 units	
U.S. History and Geography	10 units	
Principles of American Democracy	5 units	
Economics or Consumer Economics	5 units	
Health Education		5 units
Electives <small>(no more than 20 units combined in Office Practice, Teacher's Aide, and Library Aide)</small>		60 units
Total Units of Credit		225 units

Students who complete Algebra 1/Integrated Math I, with a grade of “C” or better in junior high school, shall be required to successfully complete only two years of mathematics (20 units) at the high school level in order to qualify for a diploma. Students who take Algebra 1/Integrated Math I in junior high school will not receive high school graduation credit and shall be required to complete 225 total units of credit in grades 9 – 12.

To be counted towards meeting graduation requirements, a course in career technical education shall be aligned to the career technical model curriculum standards and framework adopted by the State Board of Education.

(cf. 6142.2 - World/Foreign Language Instruction)
 (cf. 6142.6 - Visual and Performing Arts Education)
 (cf. 6178 - Career Technical Education)

The Superintendent or designee shall exempt or waive specific course requirements for foster youth, homeless students, and children of military families in accordance with Education Code 51225.1 and 49701.

(cf. 6173 - Education for Homeless Children)
 (cf. 6173.1 - Education for Foster Youth)
 (cf. 6173.2 - Education for Children of Military Families)

Retroactive Diplomas

Until July 31, 2018, any student who completed grade 12 in the 2003/2004 school year or a subsequent school year and has met all applicable graduation requirements other than the passage of the high school exit examination shall be granted a high school diploma. (Education Code 60851.6)

HIGH SCHOOL GRADUATION REQUIREMENTS (cont.)

The District may retroactively grant a high school diploma to a former student who was interned by order of the federal government during World War II or who is an honorably discharged veteran of World War II, the Korean War, or the Vietnam War, provided that he/she was enrolled in a District school immediately preceding the internment or military service and he/she did not receive a diploma because his/her education was interrupted due to the internment or military service. A deceased former student who satisfies these conditions may be granted a retroactive diploma to be received by his/her next of kin. (Education Code 51430)

Students shall receive diplomas of graduation from high school only after completing the prescribed course of study and meeting the standards of proficiency established by the District.

Appeal Process

In order to qualify for a regular high school diploma from the District, each student shall meet all requirements as set forth by the California State Board of Education and the Chino Valley Unified School District Board of Education. When awarding a diploma, the Board certifies that the student has met all state and local requirements. Seniors who are deemed ineligible to graduate on the basis of their failure to maintain a 2.0 grade point average or to satisfactorily complete the three (3) year mathematics requirement and their parents/guardians shall be afforded due process to appeal based on special circumstances. The procedures for appeal are as follows:

1. Formal appeals shall be presented to the school principal in writing and shall set forth a statement of the facts and the specific remedy sought.
2. If the appeal is not resolved at the school site level, the parties may appeal to the Superintendent.

The Superintendent shall hold a hearing with the senior and parents/guardians as soon as such meeting can be convened, but in no case later than five (5) business days following receipt of the written appeal. The Superintendent shall notify the senior and parents/guardians of his/her decision whether to deny or authorize the senior's graduation as soon as such decision is firm, but in no case later than 24 hours after the hearing. The Superintendent may expeditiously provide initial notification in person or via phone. Written notification shall be provided.

3. If the decision is to deny the senior's graduation, the notification shall inform the senior and parents/guardians that they may appeal to the Board of Education. If the senior and/or parents/guardians decide to appeal to the Board of Education, they shall inform the Superintendent. The Superintendent shall notify Governing Board members.

HIGH SCHOOL GRADUATION REQUIREMENTS (cont.)

4. The Board of Education appeals panel, which shall consist of two Board members and the Superintendent, will hear the appeal as soon as possible, but in no case later than 48 hours from notification by the Superintendent. The decision of that panel is final.
5. If the student and/or parents/guardians fail to meet any of the guidelines set forth above, the student waives his/her right to further appeal.

Legal Reference:**EDUCATION CODE**

47612 Enrollment in charter school
 48200 Compulsory attendance
 48412 Certificate of proficiency
 48430 Continuation education schools and classes
 48645.5 Acceptance of coursework
 48980 Required notification at beginning of term
 49701 Interstate Compact on Educational Opportunity for Military Children
 51224 Skills and knowledge required for adult life
 51224.5 Algebra instruction
 51225.1 Exemption from district graduation requirements
 51225.2 Pupil in foster care defined; acceptance of coursework, credits, retaking of course
 51225.3 High school graduation
 51225.35 Mathematics course requirements; computer science
 51225.36 Instruction in sexual harassment and violence; districts that require health education for graduation
 51225.5 Honorary diplomas; foreign exchange students
 51228 Graduation requirements
 51240-51246 Exemptions from requirements
 51250-51251 Assistance to military dependents
 51410-51412 Diplomas
 51420-51427 High school equivalency certificates
 51450-51455 Golden State Seal Merit Diploma
 51745 Independent study restrictions
 56390-56392 Recognition for educational achievement, special education
 60851.5 Suspension of high school exit examination
 60851.6 Retroactive diploma; completion of all graduation requirements except high school exit examination
 66204 Certification of high school courses as meeting university admissions criteria
 67386 Student safety; affirmative consent standard

CODE OF REGULATIONS, TITLE 5

1600-1651 Graduation of students from grade 12 and credit toward graduation

COURT DECISIONS

O'Connell v. Superior Court (Valenzuela), (2006) 141 Cal.App.4th 1452

Management Resources:**WEBSITES**

California School Boards Association: www.csba.org
 California Department of Education, High School: www.cde.ca.gov/ci/gS/hs

HIGH SCHOOL GRADUATION REQUIREMENTS (cont.)

University of California, List of Approved a-g Courses:
www.universityofcalifornia.edu/admissions/freshman/requirements

Chino Valley Unified School District

Policy adopted: August 21, 1997

Revised: August 10, 2000

Revised: February 1, 2001

Revised: June 5, 2003

Revised: June 2, 2005

Revised: February 2, 2006

Revised: January 24, 2008

Revised: May 1, 2008

Revised: July 16, 2009

Revised: May 6, 2010

Revised: February 16, 2012

Revised: March 17, 2016

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: August 16, 2018

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Grace Park, Ed.D., Associate Superintendent, Curriculum, Instruction, Innovation, and Support
Stephanie Johnson, Director, Student Support Services

SUBJECT: 2017/2018 SECOND SEMESTER STUDENT EXPULSION REPORT

=====

BACKGROUND

In order to provide the Board of Education with regular and summative expulsion information, an expulsion report will be presented on a semester basis. This report will indicate the number of students recommended for expulsion, the offense, and the disposition of each case. During second semester 2017/2018, there were 19 students recommended for expulsion. Of those recommendations, 7 students were expelled and 12 were revoked.

In accordance with Board Policy 5144.1, policies and standards of behavior consistent with the Education Code are established 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 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 or serious nature, expulsion is used only when there is a history of misconduct, when other means of correction, including other forms of discipline such as suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to him/herself or others.

The zero-tolerance approach makes the removal of potentially dangerous students from the classroom a top priority, ensures fair and equal treatment of all students, and requires that all offenders be punished to the fullest extent allowed by law. The Education Code mandates recommendations for expulsion in a number of instances, with discretion to actually impose expulsion vested in the final decision of the District's

Board of Education after an evidentiary hearing has been held before a District expulsion hearing panel.

Before the expulsion process starts, site administration shall immediately report to the Superintendent or designee any incidence of offenses specified in law, board policy, and administrative regulation as cause for suspension or expulsion.

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 2017/2018 Second Semester Student Expulsion Report.

FISCAL IMPACT

None.

NE:GP:SJ:ss

<p style="text-align: center;">Expulsion Hearing Administrative</p> <p style="text-align: center;">Each expelled pupil is ordered to complete a plan of rehabilitation prior to application for readmission.</p>		Full Expulsion	Suspended Enforcement	Time Frame				Program Referral		Revocation of Recommendation	
				1 semester	2 semesters	Split Semesters	1 Year	District	County	School Site Principal	Expulsion Hearing Panel or Board Decision
48900(a)(1)	Caused, attempted to cause, or threatened to cause physical injury.	1	1		1	1		1	1	1	2
48900(a)(2)	Willfully used force or violence upon another person, except in self-defense.										
48900(b)	Possessed, sold, or furnished a firearm, knife, explosive, or other dangerous object.										
48900(c)	Possessed, used, sold, or furnished, or been under the influence of a controlled substance, an alcoholic beverage, or an intoxicant of any kind.										
48900(d)	Offered, arranged, or negotiated to sell a controlled substance, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.										
48900(e)	Committed or attempted to commit robbery or extortion.										
48900(f)	Caused or attempted to cause damage to school property or private property.										
48900(g)	Stole, or attempted to steal, school property or private property.										
48900(h)	Possessed or used tobacco, or products containing tobacco or nicotine products.										
48900(i)	Committed an obscene act or engaged in profanity or vulgarity.										
48900(j)	Possessed or offered, arranged, or negotiated to sell drug paraphernalia.										
48900(k)(1)	Disrupted school activities or willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel.										
48900(l)	Knowingly received stolen school property or private property.										
48900(m)	Possessed an imitation firearm.										
48900(n)	Committed or attempted to commit a sexual assault or committed a sexual battery.										
48900(o)	Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for purposes of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.										
48900(p)	Offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.										
48900(q)	Engaged in, or attempted to engage in, hazing.										
48900(r)	Engaged in an act of bullying.										2
48900(t)	A pupil who aids or abets, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion.										
48900.2	Committed sexual harassment. (Applicable to grades 4-12, only.)	1			1			1		1	
48900.3	Caused, attempted to cause, threatened to cause, or participated in an act of hate violence. (Applicable to grades 4-12, only.)										
48900.4	Intentionally engaged in harassment, threats, or intimidation, directed against school district personnel or pupils by creating an intimidating or hostile educational environment. (Applicable to grades 4-12, only.)										

<p style="text-align: center;">Expulsion Hearing Administrative</p> <p style="text-align: center;">Each expelled pupil is ordered to complete a plan of rehabilitation prior to application for readmission.</p>		Full Expulsion	Suspended Enforcement	Time Frame				Program Referral		Revocation of Recommendation	
				1 semester	2 semesters	Split Semesters	1 Year	District	County	School Site Principal	Expulsion Hearing Panel or Board Decision
48900.7	Made terroristic threats against school officials and/or school property.										1
48915(a)(1)(A)	Causing serious physical injury to another person, except in self-defense.										
48915a(1)(B)	Possession of any knife or other dangerous object of no reasonable use to the pupil.									2	
48915(a)(1)(C)	Unlawful possession of any controlled substance except for one of the following: (i) The first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis. (ii) The possession of over the counter medication for use by the pupil for medical purposes or medication prescribed for the pupil by a physician.									1	
48915(a)(1)(D)	Robbery or extortion.										
48915(a)(1)(E)	Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon any school employee. An assault is an unlawful attempt, coupled with a present ability, to commit a violent injury on the person of another. A battery is any willful and unlawful use of force or violence upon the person of another.	1			1			1			
48915(c)(1)	The principal or superintendent of schools shall immediately suspend, pursuant to Section 48911, and shall recommend expulsion of a pupil that he or she determines has committed any of the following acts at school or at a school activity off school grounds: (1) Possessing, selling, or otherwise furnishing a firearm. This subdivision does not apply to an act of possessing a firearm if the pupil had obtained prior written permission to possess the firearm from a certificated school employee, which is concurred in by the principal or the designee of the principal. This subdivision applies to an act of possessing a firearm only if the possession is verified by an employee of a school district. The act of possessing an imitation firearm, as defined in subdivision (m) of Section 48900, is not an offense for which suspension or expulsion is mandatory, but it is an offense for which suspension, or expulsion may be imposed.										
48915(c)(2)	Brandishing a knife at another person.									1	
48915(c)(3)	Selling a controlled substance.	3					3	3		1	
48915(c)(4)	Committing or attempting to commit a sexual assault or committing sexual battery as defined in subdivision (n) of Section 48900.										
48915(c)(5)	Possession of an explosive.										
TOTALS		6	1		3	1	3	6	1	7	5

Total Expulsions 7
Total Revocations 12
Total Expulsion Recommendations: 19

Chino Valley Unified School District

Our Motto:

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

DATE: August 16, 2018
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Grace Park, Ed.D., Associate Superintendent, Curriculum, Instruction, Innovation, and Support
SUBJECT: SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS WILLIAMS FINDINGS DECILE 1-3 SCHOOLS FOURTH QUARTERLY REPORT 2017/2018

=====

BACKGROUND

California Education Code 1240 requires that the San Bernardino County Superintendent of Schools visit all decile 1-3 schools (Williams monitored schools currently based on the 2012 Academic Performance Index and all Quality Education Investment Act schools) identified in the county and report the results of findings on a quarterly basis to ensure compliance with the Williams Legislation. The San Bernardino County Superintendent of Schools office is required to file quarterly reports on schools progress in rectifying any findings.

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

RECOMMENDATION

It is recommended the Board of Education receive for information the San Bernardino County Superintendent of Schools Williams Findings Decile 1-3 Schools Fourth Quarterly Report 2017/2018.

FISCAL IMPACT

None.

NE:GP:rtr



July 27, 2018

Dr. Norm Enfield, Superintendent
Chino Valley Unified School District
5130 Riverside Drive
Chino, CA 91710

Dear Dr. Enfield,

California Education Code section 1240 requires that I annually visit all deciles 1-3 schools (*Williams* monitored schools currently based on the 2012 Academic Performance Index [API]) identified in our county and report to you the results of my findings on a quarterly basis (October, January, April, and July). This report serves as your district's *fourth quarterly report* for the 2017/18 fiscal year.

Education Code section 1240 (c)(2)(G) also requires that the results of the visits and/or reviews be reported to the governing board of each school district at a regularly scheduled meeting held in accordance with public notification requirements. *Please be sure to include this report as an agenda item for your next regularly scheduled Board meeting.*

In summary, there are no findings to report in the following areas:

1. Instructional Materials

The instructional materials sufficiency reviews were conducted during the first quarter of the 2017/18 fiscal year as part of the *Williams* site visitations and the findings were reported in the first quarterly reports generated in October 2017.

2. School Accountability Report Cards (SARC)

The SARC reviews were conducted during the second quarter of the 2017/18 fiscal year and the findings were reported in the second quarterly reports generated in January 2018.

3. School Facilities

The facilities inspections were conducted during the first quarter of the 2017/18 fiscal year as part of the *Williams* site visitations and the findings were reported in the first quarterly reports generated in October 2017.

My findings are as follows:

4. Teacher Assignments

The annual assignment monitoring and review process for the 2017/18 fiscal year began November 1, 2017, and concluded by report to the California Commission on Teacher Credentialing on June 30, 2018. Please see enclosure for teacher assignment monitoring findings. Keep in mind that the totals in columns B and C reflect numbers of individual class periods – not the number of teachers.

On behalf of the SBCSS *Williams* team, it has been a pleasure to work in partnership with you and the staff of the Chino Valley Unified School District.

Sincerely,



Ted Alejandre
County Superintendent

Enclosure

cc: Ms. Pamela Feix, Board President
Dr. Grace Park, *Williams* Liaison
Mr. Richard De Nava, SBCSS Assistant Superintendent, Business Services
Ms. Barbara Alejandre, SBCSS Chief Intergovernmental Relations Officer
Ms. Supriya Barrows, SBCSS Legislative Services Manager
Ms. Cheryl Varela, SBCSS Credentials Manager

**Chino Valley Unified School District
Williams Teacher Assignment Monitoring Data
2017/18 Fiscal Year**

2012 API Cohort District	School Name	Enrollment	EL Enrollment	2012 Decile	(A) Number of classes with 20% or more English Learners	(B) Number of (A) with a teacher holding appropriate English Learner Authorization	(C) Number of (A) with a teacher not holding appropriate English Learner Authorization
Chino Valley Unified	Borba Fundamental Elementary	558	251	3	17	17	0
Chino Valley Unified	Chino High	1,931	179	3	74	74	0
Chino Valley Unified	Dickson Elementary	612	156	3	16	16	0
Chino Valley Unified	Marshall Elementary	486	97	3	11	11	0
Chino Valley Unified	Ramona Junior High	536	68	3	28	28	0
Chino Valley Unified	Walnut Avenue Elementary	710	245	2	23	23	0
		4,833	996		169	169	0