



CHINO VALLEY
UNIFIED SCHOOL DISTRICT

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

BOARD OF EDUCATION AGENDA

September 6, 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.

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
District Board Room
5130 Riverside Drive, Chino, CA 91710
5:45 p.m. – Closed Session • 7:00 p.m. – Regular Meeting
September 6, 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 – 5:45 P.M.

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

Discussion and possible action (times are approximate):

- a. Conference with Legal Counsel Existing Litigation: Government Code 54954.5(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) (10 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) (10 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) (10 minutes)
- d. Public Employee Discipline/Dismissal/Release: Government Code 54957: (15 minutes)
- e. Public Employee Appointment: Government Code 54957: Junior High School Assistant Principal; High School Assistant Principal; Procurement Coordinator; and Construction Coordinator. (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 STUDENT SHOWCASE/PRESENTATION

1. Ayala HS Choir
2. Oak Ridge ES: All Pro Dads
3. Staffing and Enrollment

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

II. ACTION

II.A. BUSINESS SERVICES

II.A.1. 2017/2018 Unaudited Actuals Financial Report Motion ___ Second ___
 Page 8 Recommend the Board of Education approve the Preferential Vote: ___
 2017/2018 Unaudited Actuals Financial Report, Vote: Yes ___ No ___
 and authorize the Superintendent or design to sign the 2017/2018 District Certification of Unaudited Actual Financial Report.

III. CONSENT

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

III.A. ADMINISTRATION

III.A.1. Minutes of the August 16, 2018 Regular Meeting
 Page 10 Recommend the Board of Education approve the minutes of the August 16, 2018 regular meeting.

III.A.2. Revision of Bylaws of the Board 9310—Board Policies
 Page 20 Recommend the Board of Education approve the revision of Bylaws of the Board 9310—Board Policies.

III.B. BUSINESS SERVICES

III.B.1. Warrant Register
 Page 25 Recommend the Board of Education approve/ratify the warrant register, provided under separate cover.

III.B.2. Fundraising Activities

Page 26 Recommend the Board of Education approve/ratify the fundraising activities.

III.B.3. Donations

Page 35 Recommend the Board of Education accept the donations.

III.B.4. Legal Services

Page 37 Recommend the Board of Education approve payment for legal services to the law office of Atkinson, Andelson, Loya, Ruud & Romo.

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

Page 38 Recommend the Board of Education approve/ratify the 2018/2019 applications to operate fundraising activities and other activities for the benefit of students.

III.B.6. Signature Authorizations for Chino Valley Unified School District

Page 40 Recommend the Board of Education approve the signature authorizations for Chino Valley Unified School District.

III.B.7. Resolution 2018/2019-15, Actual Gann Limit for 2017/2018 and Estimated Gann Limit for 2018/2019

Page 45 Recommend the Board of Education adopt Resolution 2018/2019-15, Actual Gann Limit for 2017/2018 in the amount of \$165,639,082.00 and Estimated Gann Limit for 2018/2019 in the amount of \$162,685,667.00.

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

III.C.1. School-Sponsored Trips

Page 47 Recommend the Board of Education approve/ratify the following school-sponsored trips: Cortez ES; Eagle Canyon ES; Hidden Trails ES; Oak Ridge ES; Rolling Ridge ES; Ayala HS; Chino HS; and Don Lugo HS.

III.C.2. Baldy View Regional Occupational Program 2018/2019 Contract for Services and Participation Incentive

Page 49 Recommend the Board of Education approve the Baldy View Regional Occupational Program 2018/2019 Contract for Services and Participation Incentive.

III.C.3. Baldy View Regional Occupational Program 2018/2019 Contract for Embedded BVROP Classes

Page 62 Recommend the Board of Education approve the Baldy View Regional Occupational Program 2018/2019 Contract for Embedded BVROP Classes.

III.C.4. Baldy View Regional Occupational Program 2018/2019 District Operated Program Contract

Page 69

Recommend the Board of Education approve the Baldy View Regional Occupational Program 2018/2019 District Operated Program Contract.

III.C.5. Revision of Board Policy 6146.1 Instruction—High School Graduation Requirements

Page 82

Recommend the Board of Education approve the revision of Board Policy 6146.1 Instruction—High School Graduation Requirements.

III.D. FACILITIES, PLANNING, AND OPERATIONS

III.D.1. Purchase Order Register

Page 89

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

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

Page 90

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

III.D.3. Surplus/Obsolete Property

Page 93

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

III.D.4. Change Order and Notice of Completion for Bid 17-18-07F, Rhodes ES Portable Classroom/Site Work Improvements

Page 97

Recommend the Board of Education approve the change order and Notice of Completion for Bid 17-18-07F, Rhodes ES Portable Classroom/Site Work Improvements.

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

Page 101

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

III.D.6. Resolution 2018/2019-14 Authorization to Apply for California Energy Commission School Bus Replacement Grant Program CFO-17-607

Page 103

Recommend the Board of Education adopt Resolution 2018/2019-14, Authorization to Apply for California Energy Commission School Bus Replacement Grant Program GFO-17-607.

III.D.7. Resolution 2018/2019-16, Authorization to Utilize a Piggyback Contract

Page 106

Recommend the Board of Education adopt Resolution 2018/2019-16, authorization to utilize a piggyback contract.

III.E. HUMAN RESOURCES

III.E.1. Certificated/Classified Personnel Items

Page 110 Recommend the Board of Education approve/ratify the certificated/classified personnel items.

III.E.2. Fieldwork Agreement with Concordia University

Page 117 Recommend the Board of Education approve the fieldwork agreement with Concordia University.

III.E.3. Participants in the Learning, Leading, and Serving Agreement with Grand Canyon University

Page 126 Recommend the Board of Education approve the Participants in Learning, Leading, and Serving agreement with Grand Canyon University.

III.E.4. Student Internship Agreement with Loyola Marymount University

Page 133 Recommend the Board of Education approve the student internship agreement with Loyola Marymount University.

III.E.5. Student Teaching Agreement with Whittier College

Page 145 Recommend the Board of Education approve the student teaching agreement with Whittier College.

<p>IV. INFORMATION</p>

IV.A. FACILITIES, PLANNING, AND OPERATIONS

IV.A.1. Revision of Board Policy and Administrative Regulation 1330 Community Relations—Use of School Facilities

Page 155 Recommend the Board of Education receive for information the revision of Board Policy and Administrative Regulation 1330 Community Relations—Use of School Facilities.

IV.A.2. Revision of Board Policy 1400 Community Relations—Relations Between Other Governmental Agencies and the Schools

Page 167 Recommend the Board of Education receive for information the revision of Board Policy 1400 Community Relations—Relations Between Other Governmental Agencies and the Schools.

V. DISCUSSION

V. ADMINISTRATION

V.A.1. Request to Put Item on the Agenda Pursuant to Bylaw of the Board 9322—Agenda/Meeting Materials Regarding Model Parental Rights in Child’s Education

Page 173

Recommend the Board of Education discuss the proposed policy regarding Model Parental Rights in Child’s Education.

VI. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

VII. ADJOURNMENT

Prepared by: Patricia Kaylor, Administrative Secretary, Board of Education
Date posted: August 31, 2018

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 6, 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: 2017/2018 UNAUDITED ACTUALS FINANCIAL REPORT

BACKGROUND

Pursuant to Education Code 42100, on or before September 15, the governing board of each school district shall approve, in a format prescribed by the Superintendent of Public Instruction, an annual statement of all receipts and expenditures of the District for the preceding fiscal year and shall file the statement with the County Superintendent of Schools.

Unaudited Actuals reports the final revenues and expenditures for the District for the 2017/2018 fiscal year prior to the final review of the District's financial transactions by an independent auditor. The Unaudited Actuals Financial report is provided under separate cover.

The year-end closing process for the 2017/2018 fiscal year has concluded and the balance in each fund is as follows:

2017/2018 Unaudited Actual Balance of General Fund	Unrestricted Balance	Restricted Balance
General Fund Beginning Balance as of July 1, 2017	\$ 72,228,584	\$ 9,937,890
General Fund Ending Balance as of June 30, 2018	\$ 77,595,867	\$ 8,323,486
Components of Ending Fund Balance		
Restricted:		
Medi-Cal		\$ 1,163,604
Prop 39		\$ 1,431,102
Lottery		\$ 2,639,823
Special Ed Mental Health		\$ 1,535,010
College Readiness Block Grant		\$ 255,313
Local Grant and Donations		\$ 1,298,635
Economic Uncertainty:	\$ 25,315,401	
Assigned:		
Equity Distribution	\$ 374,557	
Revolving Cash	\$ 100,000	
School Site Carryover	\$ 138,562	
F1 VISA/21 st Century Innovation Funds	\$ 416,715	
17/18 Bus Replacement	\$ 870,313	
17/18 New Band Uniforms/Instruments	\$ 129,748	
17/18 HS & JHS Wireless Access Point Installation	\$ 130,816	
17/18 Duplicating Machine Replacement	\$ 61,686	
Unappropriated:	\$ 50,058,069	\$ 0

2017/2018 Unaudited Actual Ending Balances of Other Funds			
Fund	Description	Unrestricted Balance	Restricted Balance
11	Adult Education		\$ 552,135
12	Child Development		\$ 66,758
13	Cafeteria		\$ 5,090,343
14	Deferred Maintenance		\$ 223,248
20	Postemployment Benefits		\$ 2,536
21	Building Fund		\$194,926,823
25	Capital Facilities		\$ 57,543,177
35	School Facilities		\$ 4,177,142
49	Blended Component Units		\$ 8,457
51	Bond Interest and Redemption		\$ 29,955,613
52	Debt Service for Blended Comp Units		\$ 17,066,767
56	Debt Service		\$ 102
67	Self-Insurance		\$ 447,919

The unaudited actuals will be audited by the District's external auditor and presented to the Board of Education in January 2019.

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

RECOMMENDATION

It is recommended the Board of Education approve the 2017/2018 Unaudited Actuals Financial Report, and authorize the Superintendent or designee to sign the 2017/2018 District Certification of Unaudited Actual Financial Report.

FISCAL IMPACT

None.

NE:SHC:LP:wc

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
August 16, 2018

MINUTES

I. OPENING BUSINESS

I.A. CALL TO ORDER – 5:25 P.M.

1. Roll Call

President Feix called to order the regular meeting of the Board of Education, Thursday, August 16, 2018, at 5:25 p.m. with Cruz, Na, Orozco, and Feix present. Mrs. Blair arrived at 5:28 p.m.

Administrative Personnel

Norm Enfield, Ed.D., Superintendent
Sandra H. Chen, Associate Superintendent, Business Services
Lea Fellows, Assistant Superintendent, CIIS
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 5:25 p.m. regarding conference with legal counsel existing and anticipated litigation; public employee discipline/dismissal/release; public employee appointment: assistant superintendent, human resources; coordinator, procurement; and high school assistant principals; 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 7:03 p.m. with Blair, Cruz, Na, Orozco, and Feix present. The Board met in closed session from 5:25 p.m. to 6:50 p.m. regarding conference with legal counsel existing and anticipated litigation; public employee discipline/dismissal/release; public employee appointment: assistant superintendent, human resources; coordinator, procurement; and high school assistant principals; and public employee performance evaluation: Superintendent.

The Board voted to appoint Tami Saylor as assistant principal of Chino Hills HS effective August 20, 2018, by a unanimous vote of 5-0 with Cruz, Blair, Na, Orozco, and Feix voting yes; and voted to appoint Richard Rideout as assistant superintendent of human resources effective August 17, 2018, by a vote of 4-1 with Cruz, Na, Orozco, and Feix voting yes, and Blair voting no. No further action was taken that required public disclosure.

2. Pledge of Allegiance

Beverly Beemer, Director of Planning, led the Pledge of Allegiance.

I.C. RECOGNITION/PRESENTATION

1. Recognition: Al McCombs

President Feix acknowledged Al McCombs for his donation to the HOPE center.

2. Measure G Update

Sandra Chen, Associate Superintendent, Business Services; Greg Stachura, Assistant Superintendent, Facilities, Planning, and Operations; and Martin Silveira, Director, Maintenance, provided a Measure G update.

I.D. COMMENTS FROM STUDENT REPRESENTATIVE

Alexi Magallanes provided updates on the first day of school at the high schools.

I.E. EMPLOYEE REPRESENTATIVES' COMMUNICATIONS

Yvette Farley, CHAMP President, provided a report on the first day of school throughout the District; said it was the first time in 30 years not being assigned to a site for the first day of school; provided some highlights of administrative team members; spoke about administrative leaders participating in doctorate degree programs; said ACSA Region 12 administrator of the year nominations are open; and closed by sharing thoughts to certificated, classified, and administrative teams.

Brenda Walker, A.C.T. President, said she looks forward to continuing the collaboration between the District and A.C.T. and extended thanks for support; said she looks forward to working with CSEA; and closed by speaking about the start to the new school year and educating students.

Danny Hernandez, CSEA President, thanked Brenda Walker for her comments; thanked Superintendent Enfield, Cabinet, and Board for the addition of four new custodians; spoke about the RAPTOR system; thanked Superintendent Enfield for his new school year video; spoke about instructional materials and the work that unit members contribute to the process, and said 11 month employees who work on the instructional materials process need to be 12 month employees; and congratulated Richard Rideout on his promotion.

I.F. COMMUNITY LIAISONS' COMMUNICATIONS

Art Bennett, Chino Hills city council member, spoke about the 2018/2019 school year; shared information and news on recent community events; said there will be no council meeting on August 28; spoke about youth sports, activities in the community, and free concerts at the community park; and thanked Al McCombs for his donation to the HOPE center.

Paul Rodriguez, Chino city council member; said he spoke to Superintendent Enfield about the possibility of creating an initiative for college – career trade pathways; and announced the annual Portuguese community festival beginning August 21 to August 27, and the September 2 Chino Basque Club picnic celebrating 50 years in the Chino community.

Suzette Dang, Field Representative from Supervisor Curt Hagman's office, said that on July 31 Supervisor Hagman's office and the Board of Supervisors presented a resolution to the James S. Thalman Chino Hills Branch Library for checking out over one million items.

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

Juan Villalba addressed the Board regarding tax dollars spent on the prayer lawsuit; Salene Nava, Jade Anastasi, Seth Gerdine, Kate Katshiro, Daniel Muñoz, Louise Ghrawi, Veronica Muñoz, Adrian Gonzalez, Sherri Methot, and Kara Methot addressed the Board in opposition to the Ayala HS girls' basketball coach Amy Campbell; Alyssa Hames, John Pappas, Nathaniel Rainy, John Hugo, Betty Uribe, Rachel Esse, Gabriela Quirarte, Jessica Quirarte, Darin DeKnikke, Rich Hames, Tina Hames, Caroll Elder, Sharon Lee, Soko Cisneroz, Cydnie Danan, William Durbin, Vicki Pearl, Jorge Juarez, Andrea Juarez, Natalie Sanders, Ashley Sanders, Ash Sharma, John Zaro, and Randy Reams addressed the Board in support of coach Amy Campbell.

President Feix asked for and received consensus to extend the meeting beyond 10:00 p.m. Student representative left the meeting at 10:01 p.m.

I.H. CHANGES AND DELETIONS

The following changes and deletions were read into the record: Item II.A.3., Public Hearing Regarding Sycamore Academy of Cultural Arts and Science-Chino Valley Charter School Petition corrected the name so that it reads Sycamore Academy of Science and Cultural Arts-Chino Valley; and Item III.E.2., New Job Description and Creation of the Position of Coordinator, Charter Schools was pulled from the agenda.

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

Moved (Blair) seconded (Na) carried unanimously (5-0) to 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

Sharon Duran and Araceli Talavera addressed the Board regarding their application. Irene Hernandez-Blair nominated Sharon Duran, and Andrew Cruz nominated Araceli Talavera. Mrs. Blair and Mrs. Feix voted yes for Sharon Duran; and Mr. Na, Mr. Cruz, and Mrs. Orozco voted for Araceli Talavera. Ms. Talavera was appointed as District representative to the City of Chino Community Services Commission for a term to expire June 30, 2020.

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

Barbara Hale, Executive Director/Principal, Sycamore Academy of Science and Cultural Arts, made a presentation to the Board. President Feix opened the public hearing at 10:40 p.m. There were no speakers, and President Feix closed the public hearing at 10:40 p.m.

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

President Feix opened the public hearing at 10:40 p.m. There were no speakers, and President Feix closed the public hearing at 10:40 p.m.

Moved (Na) seconded (Cruz) carried unanimously (5-0) to adopt Resolution 2018/2019-12 for Cal Aero Preserve Academy K through 6.

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

Moved (Cruz) seconded (Orozco) motion carried (4-1, Blair voted no) to 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

Moved (Cruz) seconded (Orozco) motion carried (4-1, Blair voted no) to 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

Moved (Na) seconded (Orozco) carried unanimously (5-0) to 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

Moved (Blair) seconded (Na) carried unanimously (5-0) to approve the employment contract for Richard Rideout, Assistant Superintendent, Human Resources of the Chino Valley Unified School District.

III. CONSENT

Classified employee Joy Keneaster addressed the Board regarding Item III.E.1. Moved (Na) seconded (Orozco) carried unanimously (5-0) to approve the consent items, as amended.

III.A. ADMINISTRATION

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

Approved 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

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

III.C.1. School-Sponsored Trips

Approved/ratified 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

Approved the revision of Board Policy 5123 Students—Promotion/Acceleration/Retention.

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. CUPCCAA Bid 18-19-04I, Former El Rancho ES Plumbing Connections**
Awarded 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**
Approved 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**
Approved 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**
Rejected 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**
Adopted 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**
Approved 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**
Approved 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**
Approved 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

Approved 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

Approved the revision of Board Policy 3514.1 Business and Noninstructional Operations—Hazardous Substances.

III.E. HUMAN RESOURCES

III.E.1. Certificated/Classified Personnel Items

Approved/ratified the certificated/classified personnel items.

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

This item was pulled from the agenda.

IV. INFORMATION

IV.A. ADMINISTRATION

IV.A.1. Revision of Bylaws of the Board 9310—Board Policies

Received 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

Received 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

Received for information the revision of Board Policy 6146.1 Instruction—High School Graduation Requirements.

IV.B.3. 2017/2018 Second Semester Student Expulsion Report

Received 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

Received 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

Sylvia Orozco announced retirees on the agenda; commented on Superintendent Enfield’s welcome video; said she attended several sites for the first day of school; gave a reminder regarding driving and student safety.

Andrew Cruz thanked Imee Perius for the Superintendent’s welcome back to school video; spoke about the Battle of the Bones football game; spoke about a community event taking place on August 24 at the Chino Hills community center; spoke about District compliance with the California Healthy Youth Act/Comprehensive Sex Education and parental rights associated with opting out; and spoke about freedom of speech, the exchange of ideas, democratic education, and censorship.

Irene Hernandez-Blair commended the students who spoke about their views and experiences at Ayala HS; thanked parents for supporting their daughters and said she wished that Don Lugo HS parents would have supported their sons in the same manner; spoke about Dr. Carr’s work at the AEC and online course opportunities offered and that a better job needs to be done at promoting it; said that Superintendent Enfield’s video was amazing and a breath of fresh air; congratulated Ayala HS freshman and junior varsity football teams for beating Chino Hills HS; expressed that she hopes the revamping of coaching expectations does not go by the wayside; and spoke about the Ayala HS student drop off issue.

James Na congratulated Araceli Talavera and acknowledged her mom for her support; attended Buena Vista HS’s first day of school; thanked Brenda Walker for serving students; acknowledged Danny Hernandez for also caring about students; and said he hopes for a bright year.

Superintendent Enfield thanked all staff members for the work they do every year for students and always ensuring a smooth start to the school year; and wished all students the best year ever.

President Feix attended Rolling Ridge ES’s back to school event; commended people who donate their time to help at the schools; and closed by speaking about her vote on the ongoing prayer lawsuit and expressed her concerns regarding the financial obligation associated with defending the lawsuit.

VI. ADJOURNMENT

President Feix adjourned the regular meeting of the Board of Education at 11:13 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: September 6, 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. This item was presented as information on August 16, 2018.

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 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: September 6, 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

\$4,158,519.09 to all District funding sources.

NE:SHC:LP:wc

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: September 6, 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
September 6, 2018

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>GATE</u>		
AdvoGATE	Membership Drive	9/13/18
AdvoGATE	Discovery Cube Ticket Sale	10/20/18
AdvoGATE	Christmas Play Ticket Sale	12/9/18
AdvoGATE	Odyssey of the Mind Showcase Donations	3/7/19
AdvoGATE	Botanic Garden Ticket Sale	4/6/19
AdvoGATE	Poetry Workshop Ticket Sale	4/13/19
AdvoGATE	Play in a Day Ticket Sale	5/4/19
<u>Butterfield Ranch ES</u>		
PTA	Chili's Family Nights Out	9/11/18 - 9/12/18
PTA	California Pizza Kitchen Family Night Out	10/10/18
<u>Cattle ES</u>		
PFA	PFA Membership Drive	9/7/18 - 5/30/19
PFA	Spirit Wear Sale	9/7/18 - 5/30/19
PFA	Spirit Stick Sale	9/7/18 - 5/30/19
PFA	Yearbook Sale	3/1/19 - 5/30/19
<u>Chaparral ES</u>		
PTO	In-N-Out Family Night Out	11/7/18
<u>Cortez ES</u>		
PFA	Back-To-School Night Kona Ice Sale	8/26/18
PFA	After School Juice-It-Up Sale	9/7/18 - 6/30/19
PFA	Off Campus Cookie Dough Sale	9/25/18 - 10/25/18
PFA	Community Discount Card Sale	10/1/18 - 10/31/18
PFA	Trunk or Treat Refreshment Sale	10/26/18
<u>Country Springs ES</u>		
PFA	Spring Auction	2/22/19
<u>Glenmeade ES</u>		
PTA	Off Campus Candy Sale	9/7/18 - 5/31/19
PTA	After School Smoothie Sale	9/7/18 - 5/31/19

CHINO VALLEY UNIFIED SCHOOL DISTRICT
September 6, 2018

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Glenmeade ES (cont.)</u>		
PTA	After School Snack Sale	9/7/18 - 5/31/19
PTA	100 Mile Club Spirit Merchandise Sale	9/7/18 - 5/31/19
PTA	Chuck E. Cheese Family Night Out	9/19/18
PTA	Fall Catalog Sale	10/2/18 - 10/19/18
PTA	Fall Book Fair	11/5/18 - 11/9/18
PTA	Holiday Boutique	12/3/18 - 12/7/18
<u>Hidden Trails ES</u>		
PTA	Yogurtland Spirit Day	9/12/18
PTA	Corner Bakery Spirit Day	9/12/18
PTA	McDonald's Spirit Day	10/10/18
<u>Liberty ES</u>		
ASB	Spirit T-Shirt Sale	9/7/18 - 9/14/18
ASB	3rd Grade Jog-A-Thon	9/18/18
ASB	After School Snow Cone Sale	9/18/18 & 10/9/18
ASB	6th Grade Jog-A-Thon	9/26/18
ASB	5th Grade Fitness Run	10/23/18
ASB	2nd Grade Jog-A-Thon	11/9/18
<u>Marshall ES</u>		
PTO	College Spirit Wear Sale	9/7/18 - 5/30/19
PTO	After School Kona Ice Sale	10/21/18 - 10/26/18
<u>Rhodes ES</u>		
PEP Club	Step-It-Up Donation Drive	9/10/18 - 11/1/18
PEP Club	Movie Night	9/14/18
<u>Rolling Ridge ES</u>		
ASB - 6th Grade	After School Juice-It-Up Sale	8/10/18 - 5/30/19
PTA	Meet Your Teacher Event	8/13/18
PTA	PTA Membership Drive	8/13/18 - 5/30/19
PTA	Happy Birthday Wishes Marquee	8/13/18 - 5/30/19
PTA	Spirit Wear Sale	8/13/18 - 5/30/19
PTA	Smile.Amazon.com	8/13/18 - 5/30/19

CHINO VALLEY UNIFIED SCHOOL DISTRICT
September 6, 2018

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Rolling Ridge ES</u> (cont.)		
ASB - 6th Grade	Recycling Program	8/13/18 - 5/30/19
ASB - 6th Grade	Yearbook Dedication Sale	8/13/18 - 5/30/19
ASB - General	Box Tops for Education	8/13/18 - 5/30/19
PTA	Catalog/On-Line Merchandise Sale	8/28/18 - 5/30/19
PTA	Yogurtland Family Night	8/29/18
PTA	California Pizza Kitchen Family Night Out	9/19/18
PTA & 6th Grade ASB	Family Fun Night	10/26/18
PTA	Fall Book Fair	10/19/18 - 11/2/18
PTA & 6th Grade ASB	Holiday Boutique	11/27/18 - 11/29/18
ASB General	Holiday Gram Sale	12/10/18 - 12/20/18
ASB General	Pennies for Patients Donation Drive	1/28/19 - 2/15/19
ASB General	Valentine Gram Sale	2/4/19 - 2/14/19
PTA	Jog-A-Thon Donation Drive	3/4/19 - 3/15/19
PTA	Spring Book Fair	4/29/19 - 5/3/19
ASB - 6th Grade	Spring Program Refreshment Sale	5/22/19
<u>Wickman ES</u>		
PTO	PTO Membership Drive	9/7/18 - 5/30/19
PTO	Spirit Wear Sale	9/7/18 - 5/30/19
PTO	Box Tops for Education	9/7/18 - 5/30/19
PTO	Scrip Gift Card Sale	9/7/18 - 5/30/19
PTO	Movie Night	9/7/18
PTO	Book Fair/Art Fair	9/24/18 - 9/28/18
PTO	Pumpkin Sale	10/16/18 - 10/31/18
PTO	Walk-A-Thon Pledge Drive	11/1/18 - 11/16/18
PTO	Harkins Loyalty Program	11/1/18 - 12/31/18
PTO	Yearbook Sale	11/1/18 - 5/31/19
PTO	Mother/Son Event	11/2/18
PTO	Thanksgiving Gram Sale	11/13/18 - 11/17/18
PTO	Holiday Boutique	11/26/18 - 11/30/18
PTO	Picture Person	11/26/18 - 11/30/18
PTO	Holiday Boutique	11/26/18 - 12/7/18
PTO	Movie Night	12/7/18
PTO	Pennie for Patients	1/7/19 - 2/2/19
PTO	Carnation Gram Sale	2/4/19 - 2/8/19
PTO	Valentine Gram Sale	2/5/19 - 2/14/19
PTO	Father/Daughter Dance	2/20/19
PTO	Read-A-Thon	2/22/19 - 3/15/19
PTO	Movie Night	3/1/19

CHINO VALLEY UNIFIED SCHOOL DISTRICT
September 6, 2018

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Wickman ES</u> (cont.)		
PTO	Ontario Reign Family Night Out Ticket Sale	4/1/19 - 4/26/19
PTO	Popcorn Sale	5/7/19 - 5/22/19
PTO	Harkins Summer Movie Fun	5/10/19 - 5/17/19
PTO	Book Fair/Art Fair	5/13/19 - 5/17/19
<u>Briggs K-8</u>		
PFA	Fall Book Fair	9/10/18 - 9/12/18
PFA	PFA Membership Drive	9/13/18 - 5/31/19
PFA	Spirit Wear Sale	9/13/18 - 5/31/19
PFA	Agenda Sale	9/13/18 - 5/31/19
PFA	Memory Book Sale	9/31/18 - 5/31/19
<u>Cal Aero K-8</u>		
PTO	Literacy Night	9/14/18
PTO	Book Fair	9/18/18 - 9/20/18
PTO	Fall Carnival Ticket Sale	10/26/18
PTO	Change for Change Donation Drive	11/5/18 - 11/16/18
PTO	Holiday Boutique	12/1/18
PTO	Bubble Run Pledge Drive	2/19/19
PTO	Book Fair	3/5/19 - 3/7/19
PTO	Science Night Refreshment Sale	3/13/19
<u>Townsend JHS</u>		
Music Boosters	Off Campus Popcorn Sale	9/7/18 - 9/30/18
Music Boosters	Off Campus Candy Sale	9/7/18 - 10/31/18
Music Boosters	Spirit Wear Sale	9/7/18 - 5/31/19
Music Boosters	After School Friday Snack Shack	9/7/18 - 5/31/19
East Coast Travel Club	Off Campus Candle Sale	9/19/18 -10/26/18
Dance Team Boosters	Applebee's Breakfast Ticket Sale	9/29/18
Dance Team Boosters	After School Friday Snack Shack	10/5/18 - 5/31/19
Dance Team Boosters	Off Campus Candle Sale	10/8/18 - 10/22/18
Music Boosters	Off Campus Coffee Sale	10/15/18 - 11/15/18
Music Boosters	Holiday Gram Sale	10/15/18 - 2/15/19
Music Boosters	Woodstone Pizzeria Family Night Out	10/24/18
Music Boosters	Baskin Robbins Family Night Out	10/24/18
East Coast Travel Club	Off Campus Candy Sale	10/24/18 - 11/16/18
Dance Team Boosters	Poinsettia Sale	10/29/18 - 11/12/18

CHINO VALLEY UNIFIED SCHOOL DISTRICT
September 6, 2018

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Townsend JHS</u> (cont.)		
East Coast Travel Club	Off Campus Candy Sale	11/27/18 - 12/20/18
Music Boosters	Applebee's Breakfast Ticket Sale	1/1/19 - 1/31/19
Dance Team Boosters	Dance Team Showcase Ticket Sale	1/18/19
Music Boosters	Off Campus See's Candy Sale	3/15/19 - 4/15/19
<u>Woodcrest JHS</u>		
ASB	After School Concessions	9/13/18 - 5/23/19
<u>Ayala HS</u>		
PTSA	PTSA Membership Drive	9/7/18 - 12/31/18
PTSA	Back-To-School Night Refreshment Sale	9/11/18
PTSA	After School Pops/Water Sale	9/11/18 - 5/30/19
BAC Boosters	Off Campus Popcorn Sale	9/17/18
BAC Boosters	Snowy Village Family Night Out	9/18/18
Dance Production	Tuesdays After School Snack Sale	9/18/18 - 11/6/18
Girls Waterpolo Boosters	Banner Sponsorship Sale	9/25/18 - 4/1/19
Choral Boosters	Cannataro's Family Night Out	10/4/18
Girls Waterpolo Boosters	After School Snack Sale	10/25/18 - 4/1/19
Dance Production	Applebee's Breakfast Ticket Sale	12/1/18
Girls Waterpolo Boosters	Chipotle Family Night Out	12/3/18
Track & Field Boosters	Spirit Pack Donations	1/1/19 - 4/30/19
Track & Field Boosters	After School Pizza & Drink Sale	2/1/19 - 4/30/19
<u>Chino HS</u>		
Pep Squad Boosters	Off Campus Cookie Dough Sale	9/7/18 - 10/5/18
Chino Cowboy Huddle	Clothing for a Cause Donation Drive	9/7/18 - 10/31/18
Pep Squad Boosters	After School Snack Sale	9/7/18 - 12/15/18
Chino Cowboy Huddle	Home Game Preferred Parking Space Sale	9/7/18 - 12/31/18
Chino Cowboy Huddle	Spirit Wear Sale	9/7/18 - 12/31/18
Baseball Boosters	After School Snack Sale	9/7/18 - 6/30/19
Girls Basketball Boosters	After School Snack Sale	9/7/18 - 6/30/19
Cross Country Boosters	After School Snack Sale	9/7/18 - 6/30/19
Boys Golf Boosters	After School Snack Sale	9/7/18 - 6/30/19
Girls Golf Boosters	After School Snack Sale	9/7/18 - 6/30/19
Boys Soccer Boosters	After School Snack Sale	9/7/18 - 6/30/19
Girls Soccer Boosters	After School Snack Sale	9/7/18 - 6/30/19
Softball Boosters	After School Snack Sale	9/7/18 - 6/30/19

CHINO VALLEY UNIFIED SCHOOL DISTRICT
September 6, 2018

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Chino HS</u> (cont.)		
Swim Boosters	After School Snack Sale	9/7/18 - 6/30/19
Boys Tennis Boosters	After School Snack Sale	9/7/18 - 6/30/19
Girls Tennis Boosters	After School Snack Sale	9/7/18 - 6/30/19
Track & Field Boosters	After School Snack Sale	9/7/18 - 6/30/19
Volleyball Boosters	After School Snack Sale	9/7/18 - 6/30/19
Boys Waterpolo Boosters	After School Snack Sale	9/7/18 - 6/30/19
Girls Waterpolo Boosters	After School Snack Sale	9/7/18 - 6/30/19
Wrestling Boosters	After School Snack Sale	9/7/18 - 6/30/19
Baseball Boosters	After School Snack Sale	9/7/18 - 6/30/19
Girls Basketball Boosters	Sponsorship Drive - eTeamSponsor	9/7/18 - 6/30/19
Cross Country Boosters	Sponsorship Drive - eTeamSponsor	9/7/18 - 6/30/19
Boys Golf Boosters	Sponsorship Drive - eTeamSponsor	9/7/18 - 6/30/19
Girls Golf Boosters	Sponsorship Drive - eTeamSponsor	9/7/18 - 6/30/19
Boys Soccer Boosters	Sponsorship Drive - eTeamSponsor	9/7/18 - 6/30/19
Girls Soccer Boosters	Sponsorship Drive - eTeamSponsor	9/7/18 - 6/30/19
Softball Boosters	Sponsorship Drive - eTeamSponsor	9/7/18 - 6/30/19
Swim Boosters	Sponsorship Drive - eTeamSponsor	9/7/18 - 6/30/19
Boys Tennis Boosters	Sponsorship Drive - eTeamSponsor	9/7/18 - 6/30/19
Girls Tennis Boosters	Sponsorship Drive - eTeamSponsor	9/7/18 - 6/30/19
Track & Field Boosters	Sponsorship Drive - eTeamSponsor	9/7/18 - 6/30/19
Volleyball Boosters	Sponsorship Drive - eTeamSponsor	9/7/18 - 6/30/19
Boys Waterpolo Boosters	Sponsorship Drive - eTeamSponsor	9/7/18 - 6/30/19
Girls Waterpolo Boosters	Sponsorship Drive - eTeamSponsor	9/7/18 - 6/30/19
Wrestling Boosters	Sponsorship Drive - eTeamSponsor	9/7/18 - 6/30/19
Cheer Boosters	Sponsorship Drive - eTeamSponsor	9/7/18 - 6/30/19
Football Boosters	Sponsorship Drive - eTeamSponsor	9/7/18 - 6/30/19
Boys Basketball Boosters	Sponsorship Drive - eTeamSponsor	9/7/18 - 6/30/19
Boys Waterpolo Boosters	Banner Sponsorship Drive	9/7/18 - 6/30/19
Pep Squad Boosters	Mountain Mike's Discount Card Sale	9/7/18 - 6/30/19
Wrestling Boosters	New York Pizzeria Family Night Out	9/11/18
Chino Cowboy Huddle	Off Campus Car Wash	9/15/18
Baseball Boosters	After School Baseball Drop Sale	9/15/18 - 11/30/18
Pep Squad Boosters	District College Fair Snack Bar	10/1/18
Red Cross Club	CPR Training	10/1/18 - 10/12/18
AVID Class of 2021	Cannataro's Family Night Out	10/9/18
Boys Waterpolo Boosters	Applebee's Pancake Breakfast	10/13/18
Club Hope	Off Campus Catalog Sale	10/15/18 - 10/19/18
Every Team Succeeds Club	Chipotle Family Nights Out	10/15/18 - 10/19/18
LJPS	Hero Run Sponsorship Drive	10/15/18 - 11/10/18
Baseball Boosters	Wood Mountain Christmas Tree Sale	10/15/18 - 12/15/18

CHINO VALLEY UNIFIED SCHOOL DISTRICT
September 6, 2018

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Chino HS</u> (cont.)		
Girls Basketball Boosters	Wood Mountain Christmas Tree Sale	10/15/18 - 12/15/18
Cross Country Boosters	Wood Mountain Christmas Tree Sale	10/15/18 - 12/15/18
Boys Golf Boosters	Wood Mountain Christmas Tree Sale	10/15/18 - 12/15/18
Girls Golf Boosters	Wood Mountain Christmas Tree Sale	10/15/18 - 12/15/18
Boys Soccer Boosters	Wood Mountain Christmas Tree Sale	10/15/18 - 12/15/18
Girls Soccer Boosters	Wood Mountain Christmas Tree Sale	10/15/18 - 12/15/18
Softball Boosters	Wood Mountain Christmas Tree Sale	10/15/18 - 12/15/18
Swim Boosters	Wood Mountain Christmas Tree Sale	10/15/18 - 12/15/18
Boys Tennis Boosters	Wood Mountain Christmas Tree Sale	10/15/18 - 12/15/18
Girls Tennis Boosters	Wood Mountain Christmas Tree Sale	10/15/18 - 12/15/18
Track & Field Boosters	Wood Mountain Christmas Tree Sale	10/15/18 - 12/15/18
Volleyball Boosters	Wood Mountain Christmas Tree Sale	10/15/18 - 12/15/18
Boys Waterpolo Boosters	Wood Mountain Christmas Tree Sale	10/15/18 - 12/15/18
Girls Waterpolo Boosters	Wood Mountain Christmas Tree Sale	10/15/18 - 12/15/18
Wrestling Boosters	Wood Mountain Christmas Tree Sale	10/15/18 - 12/15/18
Cheer Boosters	Wood Mountain Christmas Tree Sale	10/15/18 - 12/15/18
Baseball Boosters	Snap! Raise Donation Drive	11/1/18 - 1/3/19
AVID Class of 2020	Off Campus Cookie Dough Sale	11/12/18 - 11/16/18
Femineer Club	Off Campus Cookie Dough Sale	11/12/18 - 11/23/18
AP Club	Off Campus Cookie Dough Sale	11/12/18 - 11/23/18
AP English	Off Campus See's Candy Sale	12/3/18 - 12/7/18
Key Club	Gift Wrapping	12/3/18 - 12/12/18
Baseball Boosters	Outfield Advertisement Sale	1/1/19 - 2/28/19
LJPS	Firehouse Subs Family Night Out	1/9/19
Key Club	Necklace/Bracelet Sale	2/4/19 - 2/8/19
Physics Club	Off Campus Popcorn Sale	2/7/19 - 2/11/19
Baseball Team	Brian Hamilton Pre-Season Tournament	2/11/19 - 2/25/19
Red Cross Club	Spring CPR Training	2/18/19 - 3/1/19
AVID Class of 2021	Chipotle Family Night Out	2/20/19
Club Hope	Chipotle Family Night Out	4/4/19
Every Team Succeeds Club	Chipotle Family Nights Out	4/8/19 - 4/12/19
Latino Club	Off Campus Popcorn Sale	4/20/19 - 4/27/19
<u>Chino Hills HS</u>		
Softball Team	Softball Newsletter Sale	9/7/18 - 2/1/19
Boys Soccer	Donation Drive	9/7/18 - 3/1/19
PTSA	PTSA Membership Drive	9/7/18 - 5/30/19
Music Boosters	Newspaper Subscription Sale	9/7/18 - 5/31/19
Music Boosters	Custom Button Sale	9/7/18 - 5/31/19

CHINO VALLEY UNIFIED SCHOOL DISTRICT
September 6, 2018

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Chino Hills HS</u> (cont.)		
Music Boosters	Harkins Theatre Gift Card Sale	9/7/18 - 5/31/19
General Boosters	Weekly Bingo	9/7/18 - 6/30/19
DECA/FCCLA	Cookbook Sale	9/15/18 - 9/30/18
Dance Boosters	Las Cascadas Family Night Out	9/19/18
Softball Team	Snap! Raise Donation Drive	10/1/18 - 10/12/18
Boys Soccer	Spirit Wear Sale	10/1/18 - 1/1/19
Softball Team	Off Campus Car Wash	10/21/18
<u>Don Lugo HS</u>		
Sports Boosters	Banner Sale/Sponsorship Drive	9/17/18 - 10/15/18
Dance Team	Off Campus Candy Sale	10/19/18 - 10/29/18

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 6, 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
September 6,2018

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<u>Borba ES</u>		
Edison International	Cash	\$150.00
<u>Dickson ES</u>		
Costco Wholesale	210 Student Backpacks	\$2,010.00
<u>Wickman ES</u>		
Wickman PTO	Cash	\$268.00
Wickman PTO	Cash	\$570.00
Wickman PTO	Cash	\$600.00
Wickman PTO	Cash	\$1,580.00
Wickman PTO	Cash	\$6,500.00

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

DATE: September 6, 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

=====

BACKGROUND

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

FIRM	MONTH	INVOICE AMOUNTS	2018/2019 YEAR-TO-DATE
Atkinson, Andelson, Loya, Ruud & Romo	July 2018	\$19,168.50	\$19,168.50
	Total	\$19,168.50	\$19,168.50

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

RECOMMENDATION

It is recommended the Board of Education approve payment for legal services to the law office of Atkinson, Andelson, Loya, Ruud & Romo.

FISCAL IMPACT

\$19,168.50 to the General Fund.

NE:SHC:LP:wc

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 6, 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**

=====

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
September 6, 2018

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

<u>School</u>	<u>Organization</u>
Cortez ES	PFA
Dickey ES	PTO
Rolling Ridge ES	PTA
Wickman ES	PTO
GATE	Advogate
Briggs K-8	PFA
Townsend JHS	Music Boosters
Townsend JHS	Pageantry & Dance Boosters
Ayala HS	PTSA
Ayala HS	Track & Field Boosters
Chino Hills HS	General Boosters Club

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 6, 2018
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
SUBJECT: SIGNATURE AUTHORIZATIONS FOR CHINO VALLEY UNIFIED SCHOOL DISTRICT

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BACKGROUND

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

This updated signature list revises signature authorization for Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, & Support; and Richard Rideout, Assistant Superintendent, Human Resources.

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

RECOMMENDATION

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

FISCAL IMPACT

None.

NE:SHC:wc

**CHINO VALLEY UNIFIED SCHOOL DISTRICT
 AUTHORIZED SIGNATURE LIST
 September 6, 2018**

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

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

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

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

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

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

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 6, 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: RESOLUTION 2018/2019-15, ACTUAL GANN LIMIT FOR 2017/2018
AND ESTIMATED GANN LIMIT FOR 2018/2019**

=====

BACKGROUND

In November 1979, California voters approved Proposition 4, an initiative that added Article XIII B to the California Constitution. This constitutional amendment, known as the Gann Limit, placed limits on the growth of expenditures for publicly funded agencies, including school districts. The law further specified the process for calculating State and local government appropriation limits and appropriations subject to limitation under Article XIII B of the Constitution.

Based on the prescribed calculation formula, the District’s actual appropriation limit for 2017/2018 is \$165,639,082.00. The District’s estimated appropriation limit for 2018/2019 is \$162,685,667.00.

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2018/2019-15, Actual Gann Limit for 2017/2018 in the amount of \$165,639,082.00 and Estimated Gann Limit for 2018/2019 in the amount of \$162,685,667.00.

FISCAL IMPACT

None.

NE:SHC:LP:wc

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Resolution 2018/2019-15
Actual Gann Limit for 2017/2018 and
Estimated Gann Limit for 2018/2019

WHEREAS, Article XIII B of the California Constitution, as approved by the voters in November 1979, requires the establishment of appropriation limits on “proceeds of taxes” revenues for public agencies, including school districts, beginning with the 1980/1981 fiscal year; and

WHEREAS, each district is required to determine and adopt such actual appropriation limits, as calculated on forms supplied by the State of California, for the 2017/2018 fiscal year, as a legislative act; and

WHEREAS, each district is required to determine and adopt such estimated appropriation limits, as calculated on forms supplied by the State of California, for the 2018/2019 fiscal year, as a legislative act; and

WHEREAS, this school district’s appropriation limit has been calculated in accordance with Article XIII B of the State Constitution and Division 9 of Title 1 of the Government Code.

BE IT THEREFORE RESOLVED, as a legislative act of this Board of Education, that for the purposes of Article XIII B, there is hereby established this district’s actual “appropriation limit” of \$165,639,082.00 for the 2017/2018 fiscal year.

BE IT FURTHER RESOLVED, as a legislative act of this Board of Education, that for the purposes of Article XIII B, there is hereby established this district’s estimated “appropriation limit” of \$162,685,667.00 for the 2018/2019 fiscal year.

BE IT FURTHER RESOLVED, that the appropriation subject to limitation in the 2017/2018 fiscal year budget of this school district does not exceed this appropriation limit.

APPROVED, PASSED, AND ADOPTED the 6th day of September 2018 by the Board of Education of the Chino Valley Unified School District of San Bernardino County 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: September 6, 2018

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: SCHOOL-SPONSORED TRIPS

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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: Cortez ES Event: Thousand Pines Outdoor Science Camp Place: Crestline, CA Chaperone: 100 students/34 chaperones	December 4-7, 2018	Cost: \$253.00 per student Funding Source: School site Title I funds
Site: Eagle Canyon ES Event: Thousand Pines Outdoor Science Camp Place: Crestline, CA Chaperone: 88 students/34 chaperones	November 26-30, 2018	Cost: \$303.00 per student Funding Source: Parents and fundraising

Site: Hidden Trails ES Event: Thousand Pines Outdoor Science Camp Place: Crestline, CA Chaperone: 50 students/32 chaperones	December 17-20, 2018	Cost: \$253.00 per student Funding Source: Parents and fundraising
Site: Oak Ridge ES Event: Pali Institute Outdoor Science Camp Place: Running Springs, CA Chaperone: 115 students/20 chaperones	October 15-17, 2018	Cost: \$305.00 per student Funding Source: Parents
Site: Rolling Ridge ES Event: Thousand Pines Outdoor Science Camp Place: Crestline, CA Chaperone: 90 students/38 chaperones	November 5-9, 2018	Cost: \$300.00 per student Funding Source: Parents
Site: Ayala HS Event: Leadership - Digital 4 Good Day Place: San Francisco, CA Chaperone: 2 students/2 chaperones	September 17, 2018	Cost: \$171.96 per student Funding Source: USB
Site: Ayala HS Event: Cross Country Team - Clovis Invitational Place: Fresno, CA Chaperone: 32 students/4 chaperones	October 5-6, 2018	Cost: \$150.00 per student Funding Source: Parents and fundraising
Site: Ayala HS Event: Cross Country Team - California High School State Cross Country Championships Place: Fresno, CA Chaperone: 18 students/4 chaperones	November 23-24, 2018	Cost: \$100.00 per student Funding Source: Athletics and fundraising
Site: Chino HS Event: Girls Basketball - Varsity Basketball Tournament Place: Lancaster, CA Chaperone: 14 students/5 chaperones	November 16-18, 2018	Cost: \$50.00 per student Funding Source: Fundraising
Site: Chino HS Event: Girls Basketball - Tournament Place: Ketchikan, AK Chaperone: 14 students/4 chaperones	December 26-30, 2018	Cost: \$750.00 per student Funding Source: Parents and fundraising
Site: Don Lugo HS Event: Future Farmers of America - Officer Retreat Place: Perris, CA Chaperone: 6 students/4 chaperones	September 7-8, 2018	Cost: \$50.00 per student Funding Source: Fundraising
Site: Don Lugo HS Event: Band - Western Band Association Championships Place: Bakersfield, CA Chaperone: 53 students/6 chaperones	November 16-18, 2018	Cost: \$225.00 per student Funding Source: Parents and fundraising

FISCAL IMPACT

None.

NE:LF:trr

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 6, 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
SUBJECT: BALDY VIEW REGIONAL OCCUPATIONAL PROGRAM 2018/2019 CONTRACT FOR SERVICES AND PARTICIPATION INCENTIVE

=====

BACKGROUND

On a yearly basis, the Chino Valley Unified School District enters into a “Contract for District Services and Participation Incentive” with the Baldy View Regional Occupation Program (BVROP). The contract stipulates that the District shall provide facilities, personnel, and expertise to perform certain services for the BVROP. In return for these services, BVROP pays the District an annual participation incentive described in the contract and for specifics services as shown in Appendix A, B, and C of the contract. These funds are to be used specifically in support of BVROP programs and activities.

This contract was approved by the BVROP Commission on August 8, 2018.

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

RECOMMENDATION

It is recommended the Board of Education approve the Baldy View Regional Occupational Program 2018/2019 Contract for Services and Participation Incentive.

FISCAL IMPACT

Increase of \$45,604.00 to General Fund.

NE:GP:JR:lar

BALDY VIEW REGIONAL OCCUPATIONAL PROGRAM
2018-19 CONTRACT FOR SERVICES AND PARTICIPATION INCENTIVE
CHINO VALLEY UNIFIED SCHOOL DISTRICT

This Agreement is made by and between Chino Valley Unified School District, hereinafter referred to as "District", and Baldy View Regional Occupational Program; hereinafter referred to as "BVROP"

WITNESSETH:

WHEREAS, BVROP desires to utilize special services, referred to as "District Services";
and

WHEREAS, Chino Valley Unified School District has the facilities, personnel, and expertise to perform certain services for BVROP, and the District is willing to make these services available for the period beginning July 1, 2018 and ending June 30, 2019.

WHEREAS, BVROP has the facilities, personnel, and expertise to perform career technical education programs for the District at the career training center, and BVROP is willing to make these services available for the period beginning July 1, 2018, and ending June 30, 2019.

THEREFORE, it is understood that the aforementioned services shall be subject to the terms and conditions hereinafter set forth:

1. District Services. (See Appendix A)
2. District Representatives. The District, at no cost to BVROP, shall appoint an individual to represent the District in all matters pertaining to BVROP except those specifically reserved for the Commission and Superintendents. This individual shall

serve on the BVROP District Representatives Council (DRC) and shall be responsible to participate in BVROP Course Performance Reviews, teachers meetings, career technician meetings, and other related meetings.

3. In the event the scheduled BVROP teacher assigned to teach on a district campus is absent and a district substitute is obtained through the host district's personnel office, the District will invoice BVROP for the actual BVROP costs and will be reimbursed accordingly. BVROP teachers are to follow the District procedure to obtain a substitute.
4. Career Center. The District, at no cost to BVROP, shall maintain a career center at each of the following locations:

Ayala, Boys Republic, Buena Vista, Chino, Chino Hills, and Don Lugo

High Schools

- a. These services will be operated according to terms listed in Appendix A and Appendix B. At times other than the regular school year, BVROP information concerning programs and enrollment procedures will be available.
- b. The District agrees to assign a person to operate the career center for a minimum of three (3) hours each school day and assist BVROP in recruitment, enrollment, and other duties pertaining to BVROP students. The career center shall be accessible to students on all

scheduled student days during the regular school year. The career center will be evaluated annually on the basis of standards congruent with Appendix B.

- c. The District agrees to allow the career technician to attend six (6) BVROP meetings each year as designated by BVROP and approved by the District Representative. The District also agrees to release any newly assigned career technician up to three additional duty days for orientation and inservice.
 - d. The District agrees to permit BVROP usage of the District logo on the BVROP website, newsletters, advertisements, and promotional materials to acknowledge the partnership, as appropriate.
5. Participation Incentive. BVROP agrees to pay District an annual participation incentive. The participation incentive is based on a Per Unit Value (PUV) established per the Memorandum of Understanding (MOU) as identified in the Joint Powers Agreement (JPA) multiplied by the ADA generated during the previous year by each participating district's student attendance. BVROP will provide payment of the participation incentive by September 30 of the fiscal year, providing that District submits all attendance by July 31.
6. BVROP Operated Classes Above the "Base" ADA Cap:
- a. If the District and BVROP mutually agree to additional BVROP classes to be offered above the ADA cap, the District will reimburse BVROP for the cost of the additional class(es) based on the minimum

enrollment of twenty-five (25) students at a comprehensive school site and fifteen (15) students at a continuation or alternative school site.

- b. Any BVROP class that is funded by the District above the ADA cap is not subject to the ratio of twenty-five percent (25%) DOP/seventy-five percent (75%) ROP of total high school course offerings.
- c. If two (2) or more Districts agree to additional BVROP classes above the base ADA cap, those Districts will enter into an agreement delineating the number of student units each District guarantees to meet the minimum enrollment requirements.
- d. The District(s) agree(s) to a two-year commitment in order to allow time for the program to establish a student interest base.
- e. To assist member Districts with costs while interest builds in a new course BVROP may waive a portion of “upstart” costs for the first two years if the base ADA cap is being met. I.e., new class starts, member District(s) to pay BVROP assuming 25 students. 20 students enroll, BVROP may waive revenue expectations for the other 5 students for up to 2 years.

7. Exchange of Class Offerings:

- a. An exchange of class offering can be requested by the District or BVROP through the DRC.
 - i. BVROP staff will provide DRC with an analysis of current

participants' home schools.

- b. If a District and BVROP mutually agree to exchange a BVROP class

offered outside the regular school day, the following conditions will apply:

- i. If exchange of class offerings results in lower ADA attainment than the previous class, the partnering District(s) agrees to maintain a minimum enrollment of twenty-five (25) students at a comprehensive school site and fifteen (15) students at a continuation or alternative school site.
- ii. Each participating school district may exchange a class offering(s) on its school sites for another class offering of the same total instructional hours within the confines of:
 - a. BVROP class cannot be exchanged for a DOP class;
 - b. The DOP cap ADA allocation per participating school district must be adhered to unless circumstances warrant re-benching;
 - c. The ratio of twenty-five percent (25%) DOP/seventy-five percent (75%) ROP of total high school course offerings must be maintained.

8. Reduction of Classes:

- a. BVROP classes: Written notification of the class reductions must be made

to the BVROP Superintendent by February 1 during the fiscal year preceding the fiscal year in which he reductions will be implemented.

- b. DOP classes: Written notification of the class reductions must be made to the BVROP Superintendent by February 1 during the fiscal year preceding the fiscal year in which the reductions will be implemented.
 - i. If the school district's DOP ADA is returned to BVROP and the other participating districts, that district, at a later date, may request the return of the DOP ADA through written notification to the BVROP Superintendent. The BVROP Superintendent will analyze the ADA allocated within BVROP and make every effort to accommodate the request under the following conditions:
 - a. No harm shall occur to another participating district's DOP program or limit access to BVROP students.
 - b. The return of the DOP program(s) cannot cause the BVROP ratio to exceed twenty-five percent (25%) of the total base ADA cap.

- 9. Indemnity: District agrees to indemnify and hold BVROP harmless from and against any and all claims for injuries or damages to students, public, or to property, which occur in or upon the property or its improvements provided that such injuries or damages are the result of the negligence or misconduct of the District, its officers, employees, agents, or representatives or the dangerous condition of District property.

BVROP agrees to indemnify and hold District harmless from and against any

and all claims for injuries or damages to students, public, or to property, which occur in or upon the property or its improvements provided that such injuries or damages are the result of the negligence or misconduct of the BVROP, its officers, employees, agents, or representatives or the dangerous condition of BVROP property.

10. Annual Review. This Agreement will be reviewed annually by both parties prior to the end of the current contract year.

No part of this contract or appendices may supersede or violate any portion of a District's collective bargaining agreement with any employee association or staff member.

11. Termination. This Agreement may be terminated by either the District or BVROP Upon mutual consent by serving 30 days written notice of such intention to terminate on the other party. The District will receive the final participation incentive payment from BVROP based on submitted ADA.
12. Certification. The District agrees to certify by September 1, 2019, that all obligations of the District, provided within the terms of this agreement, have been complied with.

EXECUTED this 10th day of August, at Ontario, California.

CHINO VALLEY UNIFIED
SCHOOL DISTRICT

BALDY VIEW REGIONAL
OCCUPATIONAL PROGRAM

By _____

By Shelley Adams

Title _____

Title Superintendent

Board Authorization On:

Commission Authorization On:

Date _____

Date 8/8/18

BALDY VIEW REGIONAL OCCUPATIONAL PROGRAM

CONTRACT FOR DISTRICT SERVICES APPENDIX A

The District shall provide services and facilities to the Baldy View R.O.P. within the following categories:

A. ADMINISTRATIVE SERVICES

1. District Representative Services
 - a. Provides district liaison to BVROP as outlined in body of contract.
2. Business/Personnel Offices Services
 - a. Provides personnel services
 - b. Maintains District payroll account
 - c. Processes purchase orders and related contracts
 - d. Maintains a clear audit trail
 - e. Maintains warehouse as needed
 - f. Maintains and reports inventory
 - g. Provides and reviews related billings
 - h. Prepares annual report of expenditures
3. Student Information Services
 - a. Maintains student data records
 - b. Maintains course offerings
 - c. Maintains current enrollment records
 - d. Prepares documents and communications as necessary

B. PROGRAM AND STUDENT SERVICES

1. Provide, maintain, equip, supply, and staff a career center at each regular and continuation high school each day of the regular school year when students are present.
2. Provide support services including career guidance and assessment, and registration services.

C. FACILITIES

1. Provide classroom space for R.O.P. classes as available.
2. Provide storage space as available.

BALDY VIEW REGIONAL OCCUPATIONAL PROGRAM

CONTRACT FOR DISTRICT SERVICES APPENDIX B

PERFORMANCE OBJECTIVES CAREER TECHNICIAN STANDARDS

A Career Technician supported by District funds will:

1. **Actively recruit, screen and enroll high school students for BVROP classes:**
 - Create and maintain visual displays promoting BVROP
 - Display BVROP promotional materials in career center and other appropriate places on campus
 - Serve as liaison with counselors, promote tours of BVROP classes, and provide BVROP printed material.
 - Develop BVROP promotional activities for the school year
 - Schedule class and/or group presentations
 - Disseminate BVROP recruitment materials to teachers, counselors, students, and parents
 - Utilize campus announcements and newspaper for promotion
 - Arrange for BVROP teachers to interact with high school students
 - Maintain an ongoing recruitment list for enrollment in BVROP courses.

2. **Assist in promotion of BVROP courses as an integral part of the school's curriculum:**
 - Administer and interpret career interest assessments to students
 - Discuss with school counseling staff and administration usage of BVROP interest survey
 - Organize and maintain student interest list for recruitment purposes

Contract for District Services

Appendix B

Page -2-

2. **Assist in promotion of BVROP courses as an integral part of the school's curriculum (continued):**
 - Promote BVROP through campus activities; i.e., back to school night, career fairs, etc.
 - Disseminate BVROP student success stories
 - Communicate regularly with the guidance staff regarding BVROP information
 - Provide BVROP information in home mailers to parents and stakeholders
3. **Be knowledgeable of BVROP course requirements and content:**
 - Visit BVROP teachers and classes
 - Attend selected advisory/employer panel meetings.
4. **Establish and maintain effective communications:**
 - Attend all required BVROP meetings and inservices
 - Process all related BVROP paperwork and student records
 - Provide high school administration, counselors, teachers, and staff with current BVROP information regarding BVROP courses and their outcomes
 - Notify BVROP office of schedule/bell changes on campus
 - Utilize current technology and software to provide access to information for career planning.
 - Meet regularly with guidance staff.
 - Annually, Career Technicians will complete the BVROP self-assessment in collaboration with BVROP and District Representative Council staff

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 6, 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

**SUBJECT: BALDY VIEW REGIONAL OCCUPATIONAL PROGRAM 2018/2019
CONTRACT FOR EMBEDDED BVROP CLASSES**

=====

BACKGROUND

Each year, the Chino Valley Unified School District enters into a contract with the Baldy View Regional Occupational Program (BVROP) for the purpose of providing embedded BVROP classes at various locations within the District.

The embedded BVROP classes in the District are outlined in Appendix A of the contract.

This contract was approved by the BVROP Commission on August 8, 2018.

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

RECOMMENDATION

It is recommended the Board of Education approve the Baldy View Regional Occupational Program 2018/2019 Contract for Embedded BVROP Classes.

FISCAL IMPACT

None.

NE:GP:JR:lar

BALDY VIEW REGIONAL OCCUPATIONAL PROGRAM

2018/19 CONTRACT FOR EMBEDDED BVROP CLASSES – CHINO VALLEY USD

This Agreement is made by and between Chino Valley Unified School District, hereinafter referred to as “District”, and Baldy View Regional Occupational Program, hereinafter referred to as "BVROP."

WITNESSETH:

WHEREAS, District desires to utilize special BVROP services, referred to as “Embedded Class(es)”;

and

WHEREAS, District has the facilities for the Embedded Class(es) during the regular school day;

and

WHEREAS, BVROP has the personnel, and expertise to perform certain services for the District; and BVROP is willing to make these services available for the period beginning July 1, 2018 and ending June 30, 2019.

THEREFORE, it is understood that the afore-mentioned services shall be subject to the terms and conditions hereinafter set forth:

1. The minimum class size enrollment for an Embedded Class(es) at comprehensive school sites is twenty-five (25) students and fifteen (15) students at continuation and alternative school sites.
2. The District has the sole responsibility for supporting Embedded Class(es) on its campuses.

3. When the enrollment of a(n) Embedded Class(es) fails to meet minimum class size standards, the District is responsible for providing BVROP supplemental funding based on the difference between actual ADA generated and the budgeted annual income based on minimum enrollment requirements.
4. Embedded Class(es), as reflected in Appendix A, may be cancelled by BVROP or District without penalty prior to August 1, 2018.

CHINO VALLEY UNIFIED
SCHOOL DISTRICT

BALDY VIEW REGIONAL
OCCUPATIONAL PROGRAM

By _____

By Shelley Adams

Title _____

Title Superintendent

Board Authorization On:

Commission Authorization On:

Date _____

Date 8/8/18

APPENDIX A

CHINO VALLEY UNIFIED SCHOOL DISTRICT

The following reports detail the changes which occurred for class offerings from 2017/2018 to 2018/2019 for Chino Valley Unified School District.

**APPENDIX A
CHINO VALLEY UNIFIED SCHOOL DISTRICT
2018/2019 Track Changes**

EMBEDDED ROP CLASSES			
HIGH SCHOOL	CLASS TITLE	FALL	SPRING
AYALA HIGH SCHOOL			
	*Computer Programming and Game Design	5	5
	*Computer Programming and Game Design	5	5
	*Introduction to Design	5	5
	*Introduction to Design	5	5
	*Introduction to Design	5	5
	*Introduction to Design	5	5
	*Principles of Engineering	5	5
	*Principles of Engineering	5	5
	Sports Medicine	5	5
	Sports Medicine	5	5
BOYS REPUBLIC			
	Brick, Block and Stonemasonry and Introduction to Concrete Masonry	5	5
	Landscape and Turf Management & Landscape Design (Adv)	5	5
BUENA VISTA HIGH SCHOOL			
	Residential and Commercial Construction and Apartment & Home Repair	10	10
CHINO HIGH SCHOOL			
	Crime Scene Investigation and Crime Scene Investigation 2	5	5
	Criminal Justice	5	5
	Criminal Justice	5	5
	Emergency Responder	5	5
	Emergency Responder	5	5
	Sports Medicine	5	5
	Sports Medicine	5	5
CHINO HILLS HIGH SCHOOL			
	Emergency Medical Responder	5	5
	Emergency Medical Responder	5	5
	Event Planning	5	5
	Event Planning	5	5
	Crime Scene Investigation and Crime Scene Investigation 2	5	5
<i>*New/Additional Class offered for the 2018/2019 School Year</i>			

**APPENDIX A
CHINO VALLEY UNIFIED SCHOOL DISTRICT
2018/2019 Track Changes**

EMBEDDED ROP CLASSES (CONTINUED)			
HIGH SCHOOL	CLASS TITLE	FALL	SPRING
CHINO HILLS HIGH SCHOOL			
	Crime Scene Investigation and Crime Scene Investigation 2	5	5
	Health Support Services	5	5
	Health Support Services	5	5
	Healthcare Occupations	5	5
	Healthcare Occupations	5	5
	Sports Medicine	5	5
	Sports Medicine	5	5
	Sports Medicine	5	5
	Sports Medicine	5	5
	*Stage 1 Introduction to Stage Technology; Stage 2 Intermediate Stage Technology; Stage 3 Design & Production; Stage 4 Arts Management	5	5
	*Stage 1 Introduction to Stage Technology; Stage 2 Intermediate Stage Technology; Stage 3 Design & Production; Stage 4 Arts Management	5	5
DON LUGO HIGH SCHOOL			
	Food and Beverage Production and Preparation	5	5
	Food and Hospitality Services	5	5
	Food and Hospitality Services	5	5
	Food and Hospitality Services	5	5
	Food and Hospitality Services	5	5
	Sports Medicine	5	5
	Sports Medicine	5	5
	Welding Technology	5	5
	Welding Technology	5	5
	Welding Technology	5	5
	Welding Technology	5	5

**New/Additional Class offered for the 2018/2019 School Year*

APPENDIX A

CHINO VALLEY UNIFIED SCHOOL DISTRICT

2018/2019 Track Changes

EMBEDDED ROP CLASSES (CONTINUED)

2018/2019	CREDIT ALLOCATION TOTAL:	FALL	SPRING
		240	240
2018/2019 Fall/Spring- Ayala High School:	Added two sections of Computer Programming and Game Design (+10 Credits Fall; +10 Credits Spring)		
2018/2019 Fall/Spring- Ayala High School:	Added four sections of Introduction to Design (+20 Credits Fall; +20 Credits Spring)		
2018/2019 Fall/Spring- Ayala High School:	Added two sections of Principles of Engineering Class (+10 Credits Fall; +10 Credits Spring)		
2018/2019 Fall/Spring- Chino Hills High School:	Added 2 sections of Stage 1, 2, 3, 4 (+10 Credits Fall; +10 Credits Spring)		
2018/2019 Fall/Spring- Don Lugo High School:	Renamed two sections of Construction and Building Technology Class to Welding Technology		
2018/2019 Fall/Spring- Don Lugo High School:	Renamed both sections Residential & Commercial Construction class to Welding Technology		

2017/2018	CREDIT ALLOCATION TOTAL:	FALL	SPRING
		180	180
2017/2018	CREDIT UTILIZATION TOTAL:	190	190
2017/2018 Fall/Spring- Buena Vista High School:	Added one section of Residential and Commercial Construction and Apartment & Home Repair per DRC and school Site Principal (+10 Credits Fall; +10 Credits Spring)		
2017/2018 Fall/Spring- Chino High School:	Renamed Forensic Science and Forensic Science 2 to Crime Scene Investigation and Crime Scene Investigation 2		
2017/2018 Fall/Spring- Chino Hills High School:	Renamed both sections of Forensic Science and Forensic Science 2 to Crime Scene Investigation and Crime Scene Investigation 2		
2017/2018 Fall/Spring- Don Lugo High School:	Renamed two sections of Welding Technology Classes to Construction and Building Technology		
2017/2018 Fall/Spring-Don Lugo High School:	Renamed two sections of Welding Technology to Residential & Commercial Construction.		

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 6, 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

SUBJECT: BALDY VIEW REGIONAL OCCUPATIONAL PROGRAM 2018/2019 DISTRICT OPERATED PROGRAM CONTRACT

=====

BACKGROUND

On a yearly basis, the Chino Valley Unified School District enters into a program contract with the Baldy View Regional Occupation Program (BVROP) for the purpose of establishing and maintaining District operated regional occupational programs at various locations within the District. General services are outlined in the contract and specific program services are stipulated in Appendix A, B, and C of the contract.

This contract was approved by the BVROP Commission on August 8, 2018.

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

RECOMMENDATION

It is recommended the Board of Education approve the Baldy View Regional Occupational Program 2018/2019 District Operated Program Contract.

FISCAL IMPACT

Increase of \$46,661.00 to General Fund.

NE:GP:LF:JR:lar

BALDY VIEW REGIONAL OCCUPATIONAL PROGRAM

2018-19 DISTRICT OPERATED PROGRAM CONTRACT – CHINO VALLEY USD

This Agreement is entered into this 1st day of July 2018 by and between Baldy View Regional Occupational Program, hereinafter called "BVROP.", and Chino Valley Unified School District hereinafter called the "District".

WITNESSETH:

WHEREAS, pursuant to Education Code Section 52300 et seq., BVROP is authorized to establish and maintain Regional Occupational Program activities at various locations within the Chaffey Joint Union High School District, Chino Valley Unified School District, Claremont Unified School District, and Upland Unified School District, and

WHEREAS, the programs shown in Appendix "A" will be of benefit to the people of this region; and

WHEREAS, the District wishes to cooperate with BVROP in establishing and maintaining said program;

NOW, THEREFORE, the District and BVROP agree as follows:

The District shall:

1. Submit to BVROP estimated Average Daily Attendance (ADA) for each class.
2. Maintain and submit to BVROP upon request a listing of BVROP equipment available in each class.
3. Administer, supervise, and evaluate the classes based on BVROP established standards.

4. With assistance of BVROP, recruit and enroll students.
5. Provide properly credentialed and qualified employees for each class in accordance with Education Code and Title V.
6. In collaboration with BVROP, share responsibility for providing facilities, equipment, and instructional supplies for each class based on BVROP established standards.
7. Recruit employers to serve on subject area advisory committees and/or career path employer panels.
8. Provide services, including purchasing, utilities, custodial, and maintenance, at no cost to BVROP.
9. Confine expenditure of all funds received through this agreement to support BVROP programs within the District.
10. Certify that the activities included within this Agreement are in compliance with Section 11507 of the California State Administrative Code, Title V.
11. Submit reports and information as requested by BVROP to include:
 - a. Attendance reports
 - b. Student progress reports and evaluation data on programs
 - c. Verification of staff qualifications
 - d. All reports required by the County of San Bernardino and the State of California
 - e. Certification that all obligations of the District, provided within the terms of this agreement, have been complied with.
12. Take out and maintain during the life of this Agreement such public liability

and property damage insurance as will protect this District, its officers, agents and employees from any and all claims arising out of or in any manner connected with the performance and operation of the terms of this Agreement, including claims and liability for death, injury, loss of property and shall furnish BVROP with a certificate of such insurance. The certificate shall provide that BVROP shall receive thirty (30) days advance written notification of changes made to the insurance or cancellation of the insurance provided. Public Liability Insurance shall be in the amount of \$1,000,000 per occurrence combined single limit and property damage insurance shall be in an amount not less than \$10,000. The policies shall be written by a reliable insurance carrier authorized to do such public liability and property damage insurance business in the State of California and shall name BVROP as an added insured.

13. Obtain and maintain, at the expense of the District, all Workers' Compensation Insurance required by law for employees in the operation of this program, including coverage for students that qualify, if any.
14. Permit BVROP usage of District logo on the BVROP website, newsletters, advertisements, and promotional materials to acknowledge the partnership, as appropriate.

BVROP shall:

1. Allocate to the District, ADA based upon the district operated program ADA Distribution Calculation.
2. Provide payment to each partnering school district at eighty percent (80%) of

the BVROP revenue limit for District Operated Program (DOP) course offerings up to the DOP ADA cap within sixty (60) calendar days of receipt of said funds.

3. Receive, compile, and submit ADA information for each class.
4. Provide appropriate staff for program monitoring activities.
5. Enter into contracts essential to the operation of each program, including transportation for students.
6. Provide promotional support, materials/activities; i.e., course catalogues, brochures, class schedules.
7. Provide necessary forms to be submitted by the District for reports required by BVROP.
8. Coordinate and convene subject area Advisory Committees and/or career path employer panels for each program.

District Operated Classes Above ADA Distribution Calculation:

1. If the District and BVROP mutually agree to additional BVROP classes to be offered above the ADA Distribution Calculation, the District will reimburse BVROP for the cost of the additional class(es).
2. BVROP will reimburse the District at the rate of eighty percent (80%) of the BVROP revenue limit.
3. All of the provisions of this agreement apply to additional class(es).
4. Any DOP class that is funded by the District above the ADA Distribution Calculation is not subject to the ratio of twenty-five percent (25%) DOP/ seventy-five percent (75%) BVROP of total high school course offerings.

General Provisions:

1. Classes will be conducted in a facility leased, owned, or rented by the District and other facilities as the District and R.O.P. may mutually approve.
2. All equipment acquired in connection with this activity, unless otherwise specified by agreement, is the property of the District, who has the responsibility for approval of its location and utilization.
3. Teachers hired by the District to teach BVROP classes shall abide by the teacher standards (See Appendix B) and accepted practices of BVROP to the extent that it is not prohibited by the District's local collective bargaining agreements.
4. Any equipment owned by BVROP used in a district operated program, remains the property of BVROP, and may be used by the District for this program or other career technical education programs the District may decide to operate. The costs of maintaining the equipment used is the responsibility of the District.
5. This Agreement will be reviewed annually by both parties prior to the end of the current contract year. No part of this contract or appendices may supersede or violate any portion of a District's collective bargaining agreement with any employee association or staff member.
6. Should a district operated class fall below the minimum standards established by BVROP, it would be subject to termination.
7. This Agreement may be terminated by mutual agreement of District and BVROP at any time.

8. Indemnity District agrees to indemnify and hold harmless from and against any and all claims for injuries or damages to students, public, or to property, which occur in or upon the property or its improvements provided that such injuries or damages are the result of the negligence or misconduct of the District, officers, employees, agents, or representatives or the dangerous condition of district property.

BVROP agrees to indemnify and hold District harmless from and against any and all claims for injuries or damages to students, public, or to property, which occur in or upon the property or its improvements provided that such injuries or damages are the result of the negligence or misconduct of BVROP, its officers, employees, agents, or representatives or the dangerous condition of BVROP property.

9. This Agreement shall become effective July 1, 2018, and terminate on June 30, 2019.

CHINO VALLEY UNIFIED
SCHOOL DISTRICT

BALDY VIEW REGIONAL
OCCUPATIONAL PROGRAM

By _____

By Shelley Adams

Title _____

Title Superintendent

Board Authorization On:

Commission Authorization On:

Date _____

Date 8/8/18

APPENDIX A

CHINO VALLEY UNIFIED SCHOOL DISTRICT

The following reports detail the changes which occurred for class offerings from 2017/2018 to 2018/2019 for Chino Valley Unified School District.

**APPENDIX A
CHINO VALLEY UNIFIED SCHOOL DISTRICT
2018/2019 Track Changes**

DOP CLASSES			
HIGH SCHOOL	CLASS TITLE	FALL	SPRING
CHINO HIGH SCHOOL			
	Computer Applications	5	5
	Food and Hospitality Services	5	5
		FALL	SPRING
2018/2019	CREDIT ALLOCATION TOTAL:	10	10
		FALL	SPRING
2017/2018	CREDIT ALLOCATION TOTAL:	10	10
2017/2018	CREDIT UTILIZATION TOTAL:	10	10

APPENDIX A

CHINO VALLEY UNIFIED SCHOOL DISTRICT

2018/2019 Track Changes

AFTER SCHOOL ROP CLASSES			
HIGH SCHOOL	CLASS TITLE	FALL	SPRING
BUENA VISTA HIGH SCHOOL			
<i>(Offered in Fall Only)</i>	Game Design and Development	10	0
<i>(Offered in Spring Only)</i>	3D Media Design	0	10
	Introduction to Animation		
	Retail Marketing and Retail Marketing 2	15	15
CHINO HIGH SCHOOL			
	*Exploring Athletic Training - Lab	5	5
CHINO HILLS HIGH SCHOOL			
	Sports Medicine CTWEE	10	10
DON LUGO HIGH SCHOOL			
	Food Production & Catering	15	15
	Veterinary Assistant	10	10
2018/2019	CREDIT ALLOCATION TOTAL:	65	65
2017/2018	CREDIT ALLOCATION TOTAL:	65	65
2017/2018	CREDIT UTILIZATION TOTAL:	50	40
2017/2018 Fall- Chino Hills High School:	Closed Sports Medicine CTWEE for Fall only due to low enrollment (-10 Credits Fall)		
2017/2018 Fall/Spring- Buena Vista High School:	Change Retail Marketing Class name to Retail Marketing and Retail Marketing 2		
2017/2018 Fall/Spring- Buena Vista High School:	Changed Game Design and Development Class Credits from 5 to 10 (+5 Credits Fall; +5 Credits Spring)		
2017/2018 Fall/Spring- Chino Hills High School:	Closed Computer Graphics & Media Technology per DRC request (-5 Credits Fall; -5 Credits Spring)		
2017/2018 Fall/Spring- Don Lugo High School:	Closed Exploring Athletic Training – Lab Class due to Low Enrollment (-5 Credits Fall; -5 Credits Spring)		
2017/2018 Spring- Ayala High School:	Closed Exploring Athletic Training – Lab Class due to low enrollment (-5 Credits Spring)		
2017/2018 Spring- Don Lugo High School:	Closed Food Production and Catering due to low enrollment (-15 Credits Spring)		

*New/Additional Class offered for the 2018/2019 School Year

BALDY VIEW REGIONAL OCCUPATIONAL PROGRAM

DISTRICT OPERATED PROGRAM CONTRACT APPENDIX B

TEACHER STANDARDS

These standards are required of all BVROP teachers beyond the actual classroom teaching requirements.

1. Adheres to established BVROP rules and regulations, including California Standards for the Teaching Profession.
2. Provide properly credentialed and qualified employees for each class in accordance with Education Code and Title V.
3. Performs duties as designated in the BVROP teacher's job description.
4. Maintains currency in the subject matter curriculum:
 - Active contact and working relationship with business and industry contacts
 - Job shadowing
 - Employment/work place learning
 - Community classroom/CVE supervision
 - Guest speakers
 - Field trips
 - Use of computer and current technology skills as related to occupational field
5. Participates in advisory meetings/employer panels:
 - Preplanning meeting(s)
 - Recruit business and industry members
 - Attend meeting(s)

District Operated Program Contract
Appendix B
Page - 2 -

6. Participates in current teaching strategies training:
 - Effective Teaching Strategies
 - District Inservice
 - Other
7. Attends BVROP scheduled meetings:
 - Teachers Meetings (6 per year)
 - Subject area curriculum specific meetings
 - Articulation/Curriculum meetings
 - New teacher orientation
8. Promotes and encourages enrollment:
 - Career fair(s)
 - Flyers/promotional materials
 - Guest speaker in related classes
 - Career center presentations
9. Complies with all required BVROP program and student documentation:
 - Completed accurately/legibly
 - Adherence with established time lines
10. Maintains open communication with:
 - Students, Parents, Counselors, Career Technicians, District Representative, BVROP Administration/Office Staff
 - Professional/Student Organizations

BALDY VIEW REGIONAL OCCUPATIONAL PROGRAM
 2018/19 SCHEDULE OF CAP ADA
 DISTRICT OPERATED PROGRAM (DOP) 2018-19
APPENDIX C

Per Base MOU, ADA for 2018/19 will be based on CAP ADA average of 2015/16 and 2016/17. As 2015/16 is the last "hold harmless" year, CAP ADA will be the average of the last "hold harmless" year of 2015/16 and the actual ADA from 2016/17. COLA is 2.71% in 2018/19, and is applied to 2017/18 Base Revenue Limit of \$3,675.52, resulting in \$3,775.13 for 2018/19.

	CHAFFEY	CHINO	CLAREMONT	UPLAND	TOTAL
BASE = 80% OF 3,775.13: \$3,020.10					
3,020.10 per 2-year averaged ADA	361.17 *	15.45	69.04	10.07	455.73
TOTAL 2017/18 DISTRICT OPERATED PROGRAM:	1,090,769.52	46,660.55	208,507.70	30,412.41	1,376,350.18

DOP = ADA ATTRIBUTED TO THE DISTRICT PROVIDING CLASS(ES) TAUGHT BY DISTRICT TEACHER(S)

	SCHEDULE OF MONTHLY PAYMENTS				
	1,090,769.52	46,660.55	208,507.70	30,412.41	1,376,350.18
JULY	90,897.46	3,888.38	17,375.64	2,534.37	114,695.85
AUGUST	90,897.46	3,888.38	17,375.64	2,534.37	114,695.85
SEPTEMBER	90,897.46	3,888.38	17,375.64	2,534.37	114,695.85
OCTOBER	90,897.46	3,888.38	17,375.64	2,534.37	114,695.85
NOVEMBER	90,897.46	3,888.38	17,375.64	2,534.37	114,695.85
DECEMBER	90,897.46	3,888.38	17,375.64	2,534.37	114,695.85
JANUARY	90,897.46	3,888.38	17,375.64	2,534.37	114,695.85
FEBRUARY	90,897.46	3,888.38	17,375.64	2,534.37	114,695.85
MARCH	90,897.46	3,888.38	17,375.64	2,534.37	114,695.85
APRIL	90,897.46	3,888.38	17,375.64	2,534.37	114,695.85
MAY	90,897.46	3,888.38	17,375.64	2,534.37	114,695.85
JUNE	90,897.46	3,888.38	17,375.64	2,534.37	114,695.85
	1,090,769.52	46,660.55	208,507.70	30,412.41	1,376,350.18

* Includes DOP ADA generated by Cosmetology Program with San Antonio ROP (SAROP)

Payments to SAROP for Chaffey DOP Portion will be deducted from DOP payments to Chaffey.

Chino Valley Unified School District

Our Motto:

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

DATE: September 6, 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. This item was presented to the Board of Education on August 16, 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 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: September 6, 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

\$11,106,390.91 to all District funding sources.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: September 6, 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

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
<p>CIIS-1819-103 California State Polytechnic University, Pomona. To provide tutors for 9-12 grade students in reading and/or math. Submitted by: Don Lugo HS Duration of Agreement: August 20, 2018 - June 30, 2019</p>	<p>Contract amount: \$4,750.00 Funding source: Title I</p>
<p>CIIS-1819-104 Hoonuit, LLC. To provide outcome-based learning framework and on-demand library access. Submitted by: Assessment and Instructional Technology Duration of Agreement: September 16, 2018 - September 15, 2019</p>	<p>Contract amount: \$99.99 Funding source: General Fund</p>
<p>CIIS-1819-105 Wendy Weichel Murawski dba 2 Teach LLC. To provide professional development training for teachers to improve instructional strategies in the classroom and student achievement. Submitted by: Don Lugo HS Duration of Agreement: September 7, 2018 - June 30, 2019</p>	<p>Contract amount: \$30,600.00 Funding source: Title I</p>
<p>CIIS-1819-106 Claremont Counseling and Support Center dba Chino Hills Counseling. To provide group behavioral counseling through the 8 week Changes for Changes program. Submitted by: Don Lugo HS Duration of Agreement: August 1, 2018 - May 31, 2019</p>	<p>Contract amount: \$17,000.00 Funding source: Title I</p>
<p>CIIS-1819-107 SHI. To provide Airwave: Authentication and Authorization/Clear Pass: Configuration>Network>Devices. Submitted by: Technology Duration of Agreement: November 3, 2018 - June 30, 2019</p>	<p>Contract amount: \$24,424.89 Funding source: LCAP</p>
<p>CIIS-1819-108 Accelerate Learning Inc. To provide online software to support early learning of Next Generation Science Standards and state-aligned curriculum. Submitted by: Townsend JHS Duration of Agreement: August 18, 2018 - June 30, 2019</p>	<p>Contract amount: \$584.00 Funding source: School Site Budget</p>
<p>CIIS-1819-109 Spectrum Communications/Charter Communications Operating LLC. To provide Allegiance STEAM Academy (ASA) with the installation and monthly Ethernet Private Line (EPL) and Ethernet Virtual Private Line (EVPL) charges. Submitted by: Technology Duration of Agreement: August 20, 2018 - August 31, 2019</p>	<p>Contract amount: \$54,166.66 Funding source: General Fund to be reimbursed by ASA</p>
<p>CIIS-1819-110 IXL Learning, Inc. To provide immersive K-12 learning experience providing comprehensive, standard-aligned content for math. Submitted by: Briggs K-8 Duration of Agreement: November 2, 2018 - June 30, 2019</p>	<p>Contract amount: \$3,360.00 Funding source: Title I</p>
<p>CIIS-1819-111 One Million AOK dba Think Kindness. To provide "15 Days of Kindness" assembly. Submitted by: Walnut ES Duration of Agreement: August 15, 2018 - June 30, 2021</p>	<p>Contract amount: \$1,750.00 Funding source: Title I</p>

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-1819-112 Tools4ever. To provide professional services and consulting services to support University Research Magazine Association (URMA). Submitted by: Technology Duration of Agreement: July 1, 2018 - June 30, 2019	Contract amount: \$1,750.00 Funding source: General Fund
FACILITIES, PLANNING, AND OPERATIONS	FISCAL IMPACT
F-1819-032 John Buck dba J2 Builders. To provide playground inspection services. Submitted by: Maintenance Duration of Agreement: July 1, 2018 - June 30, 2019	Contract amount: \$11,650.00 Funding source: General Fund
MASTER CONTRACTS	FISCAL IMPACT
MC-1819-021 Shred-It USA, LLC. To provide shredding services. Submitted by: Purchasing Duration of Agreement: July 1, 2018 - June 30, 2021	Contract amount: Per rate sheet Funding source: Various
MC-1819-022 Nestle Waters North America. To provide bottled water, related product pricing, and monthly equipment rental fees. Submitted by: Purchasing Duration of Agreement: July 1, 2018 - June 30, 2019	Contract amount: Per rate sheet Funding source: Various
APPROVED CONTRACT TO BE AMENDED	FISCAL IMPACT
CIIS-1819-094-1 Connections Education LLC. To provide software licensing for GradPoint Premium Suite. Submitted by: Alternative Education Center Duration of Agreement: August 7, 2018 - August 6, 2019 Original Agreement Board Approved: July 19, 2018	Increase contract from \$38,850.00 to \$44,415.00 Additional 35 licenses for Ramona JHS Funding source: School Site Budget

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 6, 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
September 6, 2018**

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Laptop	Dell	30244	CIIS
Computer	Dell Optiplex 780	38J3FP1	Health Services
Monitor	iMac	QP62002RV4M	Chaparral ES
Document Camera	AverMedia	381947010	Chaparral ES
Tower	Dell Optiplex 3010	JJ529YI	Glenmeade ES
Keyboard	Dell	KB212	Glenmeade ES
Keyboard	Dell LIOO	UOII	Glenmeade ES
Keyboard	Dell LIII	CNORH6597357178D03VL	Glenmeade ES
Keyboard	Dell	CN04G4817161636KOBQSADO	Glenmeade ES
Tower	Dell Optiplex 780	4HHJLN1	Glenmeade ES
Tower	Dell Optiplex 780	4HQGLN1	Glenmeade ES
DVD Player	Samsung	DVDV9800	Glenmeade ES
DVD Player	Progressive	HRXVC17	Glenmeade ES
Printer	HP	CNBB106184	Glenmeade ES
Monitor	Dell		Glenmeade ES
Monitor	Dell		Glenmeade ES
Monitor	Dell		Glenmeade ES
Monitor	Dell		Glenmeade ES
Printer	HP	USBB001836	Glenmeade ES
Towers (2)	Dell Optiplex	0T7570	Glenmeade ES
Keyboard	Dell	RT7D50	Glenmeade ES
Rolling Book Cases (2)			Glenmeade ES
Student Desks (10)			Glenmeade ES
Counting Machine	Sharp Compet	A27498	Hidden Trails ES
Counting Machine	Sharp Compet	A27500	Hidden Trails ES
Counting Machine	Sharp Compet	A27216	Hidden Trails ES
Counting Machine	Sharp Compet	2856946	Hidden Trails ES
Printer	Xerox	USDNPO2004	Rhodes ES
TV	Toshiba		Rhodes ES
Computer	Dell Optiplex	42R6QN1	Rhodes ES
White Board	3M Pro	1201408	Rhodes ES
CD Player		E2ESH2782	Rhodes ES
Projector	Epson	31492	Rhodes ES
Filing Cabinets (5)			Canyon Hills JHS
Printers (3)	Brother		Canyon Hills JHS
Phaser Printer			Canyon Hills JHS
DVD Player	Insignia		Canyon Hills JHS
Monitors (2)	Dell		Canyon Hills JHS

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Keyboards (2)	Dell		Canyon Hills JHS
Computers (3)	Dell		Canyon Hills JHS
TV	C06158		Townsend JHS
TV Mount			Townsend JHS
VCR	Panasonic		Townsend JHS
Monitors (4)			Townsend JHS
Printer	Xerox Phaser 6110	27051	Townsend JHS
Printer	HP Deskjet 940C	C61095	Townsend JHS
Printer	HP Deskjet 5150		Townsend JHS
Desk/Chair Comb. (5)			Townsend JHS
File Cabinet			Townsend JHS
Chain Link Fence-Roll			Townsend JHS
Microwave ovens (3)			Townsend JHS
Round Table			Townsend JHS
Desk			Townsend JHS
Kitchen Rolling Rack	Disassembled		Townsend JHS
Rolled Up Floor Mat			Townsend JHS
Kitchen Carts (2)			Townsend JHS
Desk Work Station			Townsend JHS
Netbook/Laptop	Dell	X32707	Chino HS
Netbook/Laptop	Dell	X32791	Chino HS
Netbook/Laptop	Dell	X32768	Chino HS
Netbook/Laptop	Dell	X32730	Chino HS
Netbook/Laptop	Dell	X32733	Chino HS
Netbook/Laptop	Dell	X32786	Chino HS
Netbook/Laptop	Dell	X32731	Chino HS
Netbook/Laptop	Dell	X32701	Chino HS
Netbook/Laptop	Dell	X32706	Chino HS
Netbook/Laptop	Dell	X32703	Chino HS
Netbook/Laptop	Dell	X32763	Chino HS
Netbook/Laptop	Dell	X32720	Chino HS
Netbook/Laptop	Dell	X32752	Chino HS
Netbook/Laptop	Dell	X32753	Chino HS
Netbook/Laptop	Dell	X32756	Chino HS
Netbook/Laptop	Dell	X32773	Chino HS
Document Camera	Aver	320248	Chino HS
Projector	Epson	32672	Chino HS
Projector	Epson	32664	Chino HS
Projector	Epson	32665	Chino HS
Projector	Epson	32631	Chino HS
Projector	Epson	31467	Chino HS
Computer	Dell	27913	Chino HS

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Zip Drive	Omega	10491	Chino HS
Zip Drive	Omega	10539	Chino HS
Computer	Dell	39523	Chino HS
Cubicle Desks (2)			Chino HS
Metal Shelves (6)			Chino HS
Student Tables (6)			Chino Hills HS
Conference Table			Chino Hills HS
Trailer	RC TWAY CO Inc.	61186	Chino Hills HS

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 6, 2018

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID
17-18-07F, RHODES ES PORTABLE CLASSROOM/SITE WORK
IMPROVEMENTS**

=====

BACKGROUND

On November 16, 2017, the Board of Education awarded Bid No. 17-18-07F, Rhodes ES Portable Classroom/Site Work Improvements to Single Source Construction. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Single Source Construction	(\$25,728.24)
	Bid Amount:	\$335,000.00
	Revised Total Project Amount:	\$309,271.76
	Retention Amount:	\$15,463.59

The change order results in a net decrease of \$25,728.24 to the construction cost and no change in contract time. The revised total project cost, including all change orders, is \$309,271.76. All contracted work was completed on July 9, 2018.

Documentation indicating satisfactory completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: site administrator; Ken Burr, DSA Inspector; Peter Fox, Architect; James Costa, Construction Coordinator; and Martin Silveira, Director, Maintenance and Operations.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the change order and Notice of Completion for Bid 17-18-07F, Rhodes ES Portable Classroom/Site Work Improvements.

FISCAL IMPACT

\$309,271.76 to Capital Facilities Fund 25.

NE:GJS:pw

WLC ARCHITECTS
 8163 Rochester Avenue, Suite 100
 Rancho Cucamonga, CA 91730

DSA Application # 04-116821
 DSA File # 36-11
 OPSC Application # - N/A
 STRUCTURAL _____ Non-Structural X

PROJECT:	Rhodes ES Portable Classroom/Site Work Improvements	PROJECT #:	1723500.54
OWNER:	Chino Valley Unified School District	CHANGE ORDER #:	1
CONTRACTOR:	Single Source Construction & Maintenance, Inc.	CATEGORY#:	
		DATE:	August 28, 2018

CHANGE ORDER # 1

STARTING CONTRACT AMOUNT \$ 335,000.00

CONTRACTOR IS HEREBY AUTHORIZED TO DO THE FOLLOWING:

	DESCRIPTION	DAYS	EXTRA	CREDIT
ITEM: <u>1.1</u>	<p>Estimate 2675 Scope: The bid set of plans showed the asphalt paving area to be 62 feet x 52.5 feet. The DSA approved plans issued to us after the Notice to Proceed increased this area to 85 feet x 52.5 feet thereby increasing the grading and paving area by 1208 sq ft. There is an existing concrete area of 100 sq ft. within the increased area. The new additional grading and paving amounts to 1108 sq ft. The extension of the asphalt paving area also necessitated the reocation of two irrigation valves and replacement of five plastic valve boxes with new concrete valve boxes. Additional grading (1108 sq. ft.) Additional paving (1108 sq ft.) Additional cost for irrigation has been revised as follows.</p>		10,734.76	
ITEM: <u>1.2</u>	<p>Estimate 2677 Scope: At the request of the District, we deleted the following items from our scope of work: Delete drywells under building Delete removal of backstop. Bobcat equipment. Labor: 2 man crew, 4 hours each at @88.00/hr Delete removal of 1 - bench Equipment - Bobcat (1 hour) Labor: 1 man hour at \$88.00/hr Equipment - Viny coated chain link fence Equipment - Galvanized chain link fence Additional credit</p>			-3,719.00
ITEM: <u>1.3</u>	<p>Estimate 2693 Scope: We had scheduled our paving subcontractor to complete the asphalt landings at the end of the building ramps for February 17, 2018. After laying out the limits of the transitions for the asphalt, it was obvious that the asphalt would extend well beyond the limits shown on the plan. We did not receive permission to exceed the limits in time to salvage the asphalt at we disposed of it at a local dump. Below is the estimate for the additional cost our subcontractor incurred to complete the landings and transitions on Monday, February 19, 2018. Asphalt - 20 tons Labor - 5 men, 6 hours Trucks and equipment Seal Coat Subcontractor O&P Additional cost for AC paving has been negotiated by District to be revised as follows.</p>		2,256.00	

WLC ARCHITECTS
 8163 Rochester Avenue, Suite 100
 Rancho Cucamonga, CA 91730

DSA Application # 04-116821
 DSA File # 36-11
 OPSC Application # N/A
 STRUCTURAL _____ Non-Structural X

PROJECT: Rhodes ES Portable Classroom/Site Work Improvements PROJECT #: 1723500.54
 OWNER: Chino Valley Unified School District CHANGE ORDER #: 1
 CONTRACTOR: Single Source Construction & Maintenance, Inc. CATEGORY#: _____
 DATE: August 28, 2018

CHANGE ORDER # 1

STARTING CONTRACT AMOUNT \$ 335,000.00

ITEM: 1.4	Unused Allowance.				-35,000.00
		Total	0	\$ 12,990.76	\$ (38,719.00)

The Original Contract Sum was \$ 335,000.00
 Net Change by Previously Authorized Change Orders \$ -
 Contract Sum Prior to this Change Order was \$ 335,000.00
 Contract Sum will be decreased by this Change Order in the Amount of \$ (25,728.24)
 The New Contract Sum including this Change Order will be \$ 309,271.76
 The Contract time will be increased by zero (0) Days.
 Project Change Order to Date \$ (25,728.24)
 Change Order Percentage -7.68%

[Signature]
 APPROVED
 MARTIN SILVEIRA
 Director-Maintenance, Operations, and Construction
 Chino Valley Unified School District
 100 Riverside Drive
 CA 91710-4310

[Signature]
 8/29/18
 DATE

[Signature]
 JOHN KRÜZE
 Estimator/Project Superintendent
 Single Source Construction & Maintenance, Inc.
 5450 Ptolemy Way
 Mira Loma, CA 91762

[Signature]
 8/29/18
 DATE

[Signature]
 JAMES P. DICAMILLO
 WLC ARCHITECTS, INC.
 8163 Rochester Avenue, Suite 100
 Rancho Cucamonga, CA 91730



August 28, 2018
 DATE

PF:hb/PS1723500x1-co

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 6, 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
CC2018-39	Liberty ES STEM Lab Demo and Installation	J2 Builders	\$44,900.00	N/A	\$44,900.00	25
CC2018-40	Marshall ES STEM Lab	KYA Services LLC	\$41,437.93	N/A	\$41,437.93	25
CC2018-41	Woodcrest JHS STEM Lab	KYA Services LLC	\$35,648.17	N/A	\$35,648.17	25
CC2019-04	Wickman ES Collaboration Classroom Furniture Pilot	Angelo Construction	\$16,942.00	N/A	\$16,942.00	25

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

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

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

RECOMMENDATION

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

FISCAL IMPACT

\$80,548.17 to Capital Facilities Fund 25.

\$41,437.93 to RDA Fund 25.

\$16,942.00 to Tax A Fund 25.

NE:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 6, 2018
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations
SUBJECT: **RESOLUTION 2018/2019-14, AUTHORIZATION TO APPLY FOR CALIFORNIA ENERGY COMMISSION SCHOOL BUS REPLACEMENT GRANT PROGRAM GFO-17-607**

=====
BACKGROUND

In May 2018, the California Energy Commission approved and released applications for School Bus Replacement Grant Program GFO-17-607. This program provides grant funding to public school districts and county offices of education to replace old diesel-powered school buses with new compressed natural gas (CNG) or electric powered school buses as well as the related/necessary CNG or electrical infrastructure.

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2018/2019-14, Authorization to Apply for California Energy Commission School Bus Replacement Grant Program GFO-17-607.

FISCAL IMPACT

None.

NE:GJS:pw

**Chino Valley Unified School District
Resolution 2018/2019-14
Authorization to Apply for California Energy Commission
School Bus Replacement Grant Program GFO-17-607**

WHEREAS, the Board of Education of the Chino Valley Unified School District of San Bernardino County, State of California, has determined the District's Transportation needs; and

WHEREAS, the California Energy Commission's School Bus Replacement Program provides funding to public school districts and county offices of education to replace old diesel-powered school buses; and;

WHEREAS, the Board of Education of the Chino Valley Unified School District authorizes the school District's representative, Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations, to apply for bus grant funding from the California Energy Commission to replace old school buses, and;

WHEREAS, the Board of Education commits to pay for any additional options above the grant amount, such as required special needs or other necessary equipment, that might also be on the bus granted and ordered from the bus vendor, and;

WHEREAS, the Board of Education by this resolution is also showing that they are fully committed to obtaining this grant and following through with all of the requirements of this grant program.

NOW, THEREFORE, BE IT RESOLVED that if recommended for funding by the California Energy Commission, the Board of Education of the Chino Valley Unified School District authorizes the Chino Valley Unified School District to accept a grant for school bus replacement and related infrastructure.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the school District's representative, Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations, is hereby authorized and empowered to execute in the name of Chino Valley Unified School District all necessary documents to implement and carry out the purpose of this resolution, and to undertake all actions necessary to undertake and complete the projects.

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

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Humility • Civility • Service

DATE: September 6, 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: RESOLUTION 2018/2019-16, AUTHORIZATION TO UTILIZE A PIGGYBACK CONTRACT

=====

BACKGROUND

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

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

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

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

Resolution	Contract	Contractor	Description	Term
2018/2019-16	Norwalk-La Mirada Unified School District Bid No. 201617-6	Gafe Pizza, Inc. dba Domino's Pizza	Prepared Pizza	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 Resolution 2018/2019-16, authorization to utilize a piggyback contract.

FISCAL IMPACT

Unknown.

NE:GJS:AGH:pw

**Chino Valley Unified School District
Resolution 2018/2019-16
Authorization to Utilize the Norwalk-La Mirada Unified School District
Bid No. 201617-6
With Gafe Pizza, Inc. dba Domino's Pizza
to Purchase Prepared Pizza
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 prepared pizza for the District;

WHEREAS, Norwalk-La Mirada Unified School District currently has a piggyback contract, Bid No. 201617-6, in accordance with Public Contract Code 20118 with Gafe Pizza, Inc. dba Domino's Pizza 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 prepared pizza through the piggyback contract procured by the Norwalk-La Mirada Unified School District Bid No. 201617-6.

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 prepared pizza through the piggyback contract originally procured by the Norwalk-La Mirada Unified School District Bid No. 201617-6 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 prepared pizza in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Norwalk-La Mirada Unified School District Bid No. 201617-6.

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 6th day of September 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: September 6, 2018
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Richard Rideout, Assistant Superintendent, Human Resources
Suzanne Hernandez, Ed.D., Director, Human Resources
SUBJECT: CERTIFICATED/CLASSIFIED PERSONNEL ITEMS

=====

BACKGROUND

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

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

RECOMMENDATION

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

FISCAL IMPACT

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

NE:RR:SH:mcm

CERTIFICATED PERSONNEL

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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CERTIFICATED PERSONNEL FOR THE 2018/2019 SCHOOL YEAR

RESIGNATION

DANIELS, Allison	Assistant Principal - JHS	Cal Aero K-8	08/17/2018
UNTERSEHER, Carol	Program Specialist	Special Education	08/31/2018

HIRED AT THE APPROPRIATE PLACEMENT ON THE CERTIFICATED SALARY SCHEDULE AND APPROPRIATE CREDENTIAL FOR THE 2018/2019 SCHOOL YEAR

MENDOZA, Heather	Elementary Teacher	Butterfield Ranch ES	08/14/2018
TRACY, Nicole	Elementary Teacher	Chaparral ES	08/08/2018
ROGERS, Kelly	Elementary Teacher	Dickey ES	08/13/2018
ANDRADE, Rachelle	50% Intervention Teacher	Newman ES	08/27/2018
MCGRATH, Amber	Elementary Teacher	Newman ES	08/10/2018
FONTES, Laura	Elementary Teacher	Walnut ES	08/09/2018
ANDERSON, Aleissa	Special Education Teacher	Wickman ES	08/09/2018
ALLEN, Thomas	Elementary Teacher	Cal Aero K-8	08/24/2018
KILLINGER, Gregory	PE Teacher	Buena Vista HS	08/10/2018
GOMEZ, Anna	Special Education Teacher	Chino Hills HS	08/16/2018
PHILLIPS, Jenna	Math Teacher	Chino Hills HS	08/16/2018

RETIREMENT

LAGGREN, Catherine (27 Years of Service)	English Teacher	Chino HS	08/16/2018
SAAVEDRA, Diana (23 Years of Service)	Teacher on Assignment	Access & Equity	12/01/2018

RESIGNATION

CASEY, Sean	Social Science Teacher	Chino Hills HS	08/13/2018
MACH, Vickie	Math Teacher	Chino Hills HS	08/15/2018

APPOINTMENT - EXTRA DUTY

RYU, Anna (NBM)	Band (B)	Canyon Hills JHS	09/07/2018
XU, Michael (NBM)	Band (B)	Townsend JHS	09/07/2018
ALLEN, Jeffrey	Track & Field (GF)	Ayala HS	09/07/2018
AMELUXEN, John	Softball (GF)	Ayala HS	09/07/2018
ARANA, Hector (NBM)	Boys Soccer (GF)	Ayala HS	09/07/2018
AVILA, Bryce (NBM)	Wrestling (GF)	Ayala HS	09/07/2018
BARD, Gregory (NBM)	Softball (B)	Ayala HS	09/07/2018
BHATT, Sameer	Boys Basketball (GF)	Ayala HS	09/07/2018

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT - EXTRA DUTY</u> (cont.)			
BRUNIER, Grant (NBM)	Wrestling (GF)	Ayala HS	09/07/2018
CORDTS, Michael (NBM)	Swim (B)	Ayala HS	09/07/2018
CORDTS, Michael (NBM)	Girls Water Polo (B)	Ayala HS	09/07/2018
COX, Tate	Swim (GF)	Ayala HS	09/07/2018
DE GUZMAN, Enrico (NBM)	Boys Tennis (B)	Ayala HS	09/07/2018
DICHOSA, Joseph (NBM)	Girls Basketball (GF)	Ayala HS	09/07/2018
DIMARCO, Tonino (NBM)	Track & Field (GF)	Ayala HS	09/07/2018
DUNHAM, Emily (NBM)	Cross Country (B)	Ayala HS	09/07/2018
DUNHAM, Emily (NBM)	Track & Field (B)	Ayala HS	09/07/2018
DURAN, Elliott (NBM)	Band (B)	Ayala HS	09/07/2018
FLORES, Bryan (NBM)	Boys Basketball (GF)	Ayala HS	09/07/2018
GANCZ, Gerardo	Boys Basketball (GF)	Ayala HS	09/07/2018
GIBO, Paige (NBM)	Swim (B)	Ayala HS	09/07/2018
GILLET, Michael (NBM)	Football (GF)	Ayala HS	09/07/2018
GONZALES, Jesus (NBM)	Girls Soccer (GF)	Ayala HS	09/07/2018
GRACIA III, Arthur	Baseball (B)	Ayala HS	09/07/2018
HARO, Marianna (NBM)	Volleyball (GF)	Ayala HS	09/07/2018
HARO, Ruben (NBM)	Volleyball (GF)	Ayala HS	09/07/2018
IOSSIF, Italia	Girls Water Polo (B)	Ayala HS	09/07/2018
JUAREZ, Jorge (NBM)	Baseball (B)	Ayala HS	09/07/2018
KLEIBACKER, Christian	Track & Field (GF)	Ayala HS	09/07/2018
KUHN, Dylan	Baseball (B)	Ayala HS	09/07/2018
LAING, LeGrand (NBM)	Girls Volleyball (B)	Ayala HS	09/07/2018
LIBBY, Gary	Baseball (GF)	Ayala HS	09/07/2018
LONG, Eric	Boys Soccer (GF)	Ayala HS	09/07/2018
LOPEZ, Erik (NBM)	Wrestling (GF)	Ayala HS	09/07/2018
LUNCZ, Pamela	Swim (B)	Ayala HS	09/07/2018
NGUYEN, Vincent (NBM)	Boys Tennis (GF)	Ayala HS	09/07/2018
NGUYEN, Vincent (NBM)	Girls Tennis (B)	Ayala HS	09/07/2018
ORTEGA, Jesus (NBM)	Baseball (GF)	Ayala HS	09/07/2018
OSSO, Gabriel	Baseball (B)	Ayala HS	09/07/2018
PARKS, Ryan (NBM)	Track & Field (B)	Ayala HS	09/07/2018
SAIZ, Manuel	Track & Field (B)	Ayala HS	09/07/2018
SANCHEZ, Joshua	Boys Soccer (B)	Ayala HS	09/07/2018
SEMINARIS, Anthony (NBM)	Baseball (B)	Ayala HS	09/07/2018
SJOL, Adam	Swim (GF)	Ayala HS	09/07/2018
SMITH, Cambria (NBM)	Girls Soccer (GF)	Ayala HS	09/07/2018
SOLTYSIK, Dylan (NBM)	Wrestling (GF)	Ayala HS	09/07/2018
STORY, Andrea (NBM)	Girls Soccer (GF)	Ayala HS	09/07/2018
TORRES, Michael	Girls Water Polo (GF)	Ayala HS	09/07/2018
ULLMANN, Matthew	Track & Field (GF)	Ayala HS	09/07/2018
VOGT, Christopher	Baseball (GF)	Ayala HS	09/07/2018

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT - EXTRA DUTY</u> (cont.)			
WOODEN, Elizabeth (NBM)	Volleyball (GF)	Ayala HS	09/07/2018
YOUNG, Wayne (NBM)	Girls Basketball (GF)	Ayala HS	09/07/2018
YOUNG, Wayne (NBM)	Softball (GF)	Ayala HS	09/07/2018
AVALOS, Richard (NBM)	Girls Tennis (B)	Chino HS	09/07/2018
CORREIA, Joe (NBM)	Band (B)	Chino HS	09/07/2018
CUEVAS Jr., Hector (NBM)	Football (B)	Chino HS	09/07/2018
DAVIDSON, Timothy (NBM)	Football (B)	Chino HS	09/07/2018
OVALLE, Manuel (NBM)	Boys Soccer (GF)	Chino HS	09/07/2018
PEREZ, Eleodoro (NBM)	Football (B)	Chino HS	09/07/2018
PRATT, Joshua (NBM)	Girls Tennis (B)	Chino HS	09/07/2018
ROBINSON, Cory (NBM)	Band (B)	Chino HS	09/07/2018
RUIZ RIOS, Leonel (NBM)	Girls Tennis (B)	Chino HS	09/07/2018
WILLIAMS, Andrew (NBM)	Football (B)	Chino HS	09/07/2018
CAREY-BARRON, Erin (NBM)	Dance (B)	Chino Hills HS	09/07/2018
MISAWA, Keane	Girls Golf (GF)	Chino Hills HS	09/07/2018
SARAVIA, Ervin (NBM)	Girls Tennis (B)	Chino Hills HS	09/07/2018
BARAJAS, Yuleisi (NBM)	Boys Water Polo (B)	Don Lugo HS	09/07/2018
CAMPANA, Tyler (NBM)	Boys Water Polo (B)	Don Lugo HS	09/07/2018
PERREAULT, Brian (NBM)	Boys Soccer (B)	Don Lugo HS	09/07/2018
SILVA, Michael	Football (B)	Don Lugo HS	09/07/2018
		TOTAL:	\$50,155.00

TERMINATION - EXTRA DUTY

Employee #2340 09/07/2018

APPOINTMENT OF CERTIFICATED SUBSTITUTES EFFECTIVE JULY 1, 2018, THROUGH JUNE 30, 2019

CAMPOS, Maria	CHAN, Olivia	DE LA RIOS, Maria
GUILLEN, Diane	MAYFIELD, Christopher	MORENO, Omar
TILLET, Gordon		

CLASSIFIED PERSONNEL

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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CLASSIFIED MANAGEMENT PERSONNEL FOR THE 2018/2019 SCHOOL YEAR**RESIGNATION**

GALVEZ, Christine	Behavior Intervention Program Supervisor (SELPA/GF)	Special Education	09/07/2018
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HIRED AT THE APPROPRIATE PLACEMENT ON THE CLASSIFIED SALARY SCHEDULE**APPOINTMENT**

POSADA, Wendy	Playground Supervisor (GF)	Borba ES	09/10/2018
IGLESIAS, Leticia	Playground Supervisor (GF)	Liberty ES	09/07/2018
RUIZ, Maria	Nutrition Services Asst. I (NS)	Litel ES	09/07/2018
CORNEJO, Fanny Raquel	Health Technician (GF)	Marshall ES	09/07/2018
MEDINA, Lissandra	Playground Supervisor (GF)	Rolling Ridge ES	09/07/2018
LECARO, Elsy	IA/Special Education (SELPA/GF)	Magnolia JHS	09/07/2018
LUCERO, Ana	Registrar (GF)	Chino Hills HS	09/07/2018

PROMOTION

KORVER, Pamela	FROM: Custodian I (GF) 8 hrs./261 contract days TO: Custodian II (GF) 8 hrs./261 contract days	Butterfield Ranch ES Butterfield Ranch ES	09/07/2018
MORENO, Laura	FROM: IA/Special Education (SELPA/GF) 5 hrs./181 work days TO: Behavior Intervention Records Assistant (SELPA/GF) 8 hrs./200 work days	Cattle ES Special Education	09/07/2018
WIEBELT, Heidi	FROM: IA/Computer Assisted Instruction (C) 3 hrs./180 work days TO: Junior Database Administrator (GF) 8 hrs./261 contract days	Liberty ES Technology	09/07/2018

CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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CHANGE OF ASSIGNMENT

CASTILLO BIZARRON, Arely	FROM: Bilingual Typist Clerk I (GF) 3.5 hrs./200 work days TO: Typist Clerk I (NS) 8 hrs./181 work days	Buena Vista HS Nutrition Services	09/07/2018
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PERSONAL LEAVE OF ABSENCE

YEPEZ, Valee	Playground Supervisor (GF)	Cattle ES	08/20/2018 through 09/17/2018
DREILING, Tammy	IA/Special Ed./SH (SELPA/GF)	Magnolia JHS	08/24/2018 through 12/21/2018

RESIGNATION DATE CORRECTION

MORTON, Taylor	IA/Childhood Education (C)	Dickey SOAR	08/10/2018
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RESIGNATION

OCAMPO, Jeffrey	IA/Special Ed./SH (SELPA/GF)	Country Springs ES	08/31/2018
ROSAS, Hilda	Playground Supervisor (GF)	Dickey ES	08/14/2018
DE LA ROSA, Maria	IA/Special Ed. (SELPA/GF)	Rhodes ES	09/06/2018
VARGAS, Erika	Bilingual Typist Clerk I (GF)	Magnolia JHS	09/07/2018
ROBINSON, Amber	IA/Special Education (SELPA/GF)	Chino HS	08/17/2018

APPOINTMENT OF SHORT TERM EMPLOYEES EFFECTIVE JULY 1, 2018, THROUGH DECEMBER 31, 2018

MUNOZ, Yizel	IA/Special Ed. - Collab.	Litel ES
CHAMBERS, Carrie	IA/Special Ed./SH - Bus Aide	Rolling Ridge ES
MISSERI, Monica	IA/Special Ed./SH	Magnolia JHS
ESSLINGER, Samantha	IA/Special Ed./SH	Woodcrest JHS
ANCONA, Guadalupe	IA/Special Ed./SH	Ayala HS

APPOINTMENT OF CLASSIFIED SUBSTITUTES EFFECTIVE JULY 1, 2018, THROUGH JUNE 30, 2019

AGUAYO, Rosa	COBOS, Christina	FLORES, Alma
HOLENDOR, Ambar	MENDOZA, Madison	JOHNSON, Jessica
SERRANO LOPEZ, Francisca	SILVA, Rayleen	VALDEZ, Kristen

(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:

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DATE: September 6, 2018
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Richard Rideout, Assistant Superintendent, Human Resources
Suzanne Hernandez, Ed.D., Director, Human Resources
SUBJECT: FIELDWORK AGREEMENT WITH CONCORDIA UNIVERSITY

=====

BACKGROUND

Fieldwork agreements provide a high quality of learning, support and practical classroom experience for professionals in training. The Chino Valley Unified School District has an opportunity to establish a fieldwork agreement with Concordia University.

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

RECOMMENDATION

It is recommended the Board of Education approve the fieldwork agreement with Concordia University.

FISCAL IMPACT

None.

NE:RR:SH:mcm



Concordia University Irvine
School of Education
SCHOOL COUNSELOR CANDIDATE
PRACTICUM/FIELDWORK AGREEMENT
Chino Valley USD
July 17, 2018

This School Counselor Candidate Fieldwork Agreement ("Agreement") is made and entered into as of the execution of the Agreement by both parties (on the "Effective Date") by and between Chino Valley Unified School District ("School District") located in Chino, California, and Concordia University ("University") a non-profit religious corporation located in Irvine, California.

RECITALS

- A. School District operates schools within its service area, and employs credentialed school counselors to serve one or more of those schools.
- B. University is an institution of higher learning authorized pursuant to California law to offer education programs, including without limitation, the School Counseling Field Experience program which requires school counseling fieldwork experience to fulfill the credentialing requirements set forth by the California Commission on Teacher Credentialing (the "Program").
- C. School District operates schools which are suitable for University's Program. University desires to establish the Program at School District for the students of the University enrolled in the Program. School District desires to support the Program to assist in training students of University.
- D. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program at School District schools.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RESPONSIBILITIES OF UNIVERSITY

- 1.1 Academic Responsibility. University shall develop the curriculum for the Program and shall be responsible for student accreditation and/or approval by any state board or agency.
- 1.2 Number of Students. University shall designate and notify School District of the students who are enrolled and in good standing in the Program to be assigned for field experience at School District in such numbers as are mutually agreed upon between School District and University. University and School District will also mutually agree to the dates and length of the Program.
- 1.3 Orientation. University shall provide orientation to all students and ensure that all students receive instruction and have necessary basic skills prior to the field experience at School District.

- 1.4 **Discipline.** University shall be responsible for counseling, controlling, disciplining and all activities of students at School District.
- 1.5 **Documentation.** University shall maintain all attendance and academic records of students participating in the Program. University shall implement and maintain an evaluation process of the students' progress throughout the Program.
- 1.6 **Fingerprint and TB Clearance.** The University will be responsible for students obtaining fingerprint and TB clearance and maintaining all documentation should proof be requested.

In accordance with California Education Code Section 44320, each credential candidate prior to assignment to District must obtain, at their sole expense, a "Certificate of Clearance," which includes a complete Live Scan Service. The University will ensure that student's receive a Certificate prior to beginning their assignment in the district or hold a valid document issued by the CTC accounting for fingerprint clearance.

In accordance with California Education Code Section 49406, each credential candidate prior to assignment to District must obtain at the candidate's sole expense an examination by a licensed physician or surgeon within the past 60 days to determine that he or she is free of active tuberculosis, prior to beginning the candidate's assignment in the District.

- 1.7 **School District Policies and Procedures.** University shall ensure that each student is aware of and understands all applicable School District policies and procedures and shall require each student to conform to all such School District policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of School District and University.
- 1.8 **Supplies and Equipment.** University shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program. University shall also be responsible, as between School District and University, for the cost of travel expenses and transportation, if any, incurred by students as a result of the Program.
- 1.9 **Confidentiality.** All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District and the University shall remain strictly confidential and shall not be disclosed without consent of the other party.

The University shall notify Students that they are responsible for respecting and maintaining the confidentiality of all Student information and law enforcement records which the Student may receive or have access to pursuant to this Agreement. The University shall notify Students that they must agree to comply with the terms and conditions of all applicable confidentiality laws, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") and the Regulations promulgated thereunder (20 U.S.C. section 1232g; 34 C.F.R. Part 99); California Education Code section 49060 et seq. (pupil records); California Welfare & Institutions Code sections 300 and 600 et seq.; 827 (juvenile justice system records) ; California Welfare & Institutions Code §5328.6 and §5328.7 (Mental Health Records); and 42 U.S.C. §§290dd-2; (iv) Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Regulations promulgated thereunder

(42 U.S.C. Sections 1320d-2 and 1320d-4; 45 C.F.R. Subtitle A, Subchapter C, Parts 160 – 164), as amended from time to time.

- 1.10 Insurance. University shall ensure that all students maintain professional liability insurance coverage (either independently or as an additional insured on University's policy) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, University agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. The University agrees to maintain Sexual Abuse or Molestation insurance at a minimum of Three Million Dollars (\$3,000,000) injury limit. University shall ensure that such policies provide for notification to School District at least thirty (30) days in advance of any material modification or cancellation of such coverage. University also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of University working at School District pursuant to this Agreement at all times during the course of this Agreement. University shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except, with respect to students, such evidence will be provided prior to the date when any new student commences participation in the Program.
- 1.11 Accreditation. University shall at all times during the course of this Agreement be accredited, licensed or qualified to offer the Program to students.
- 1.12 Program description: See exhibit A attached for the description of the practicum/fieldwork requirements.

2. RESPONSIBILITIES OF SCHOOL DISTRICT

- 2.1 Access. School District shall permit nonexclusive access to the Program to those students designated by University as eligible for participation in the Program at School District provided such access does not unreasonably interfere with the regular activities at School District. School District agrees to provide qualified students with field experience opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of School District pupils.
- 2.2 Implementation of Program. School District agrees to cooperate with and assist in the planning and implementation of the Program at School District for the benefit of students from University.
- 2.3 Supervision: School District shall provide for the supervision of University students in their field experience at School District school(s) by a properly credentialed school counselor provided by the School District.
- 2.4 Space and Storage. At School District's discretion, it will provide students with a workspace at the School District school(s) and with an acceptable amount of storage space for University's instructional materials for use in the Program, subject to reasonable availability.
- 2.5 Removal of Students. In the event that any University student, in the sole discretion of School District, fails to perform satisfactorily, fails to follow School District policies,

procedures and regulations, or fails to meet School District standards for health, safety, security, cooperation or ethical behavior, School District shall have the right to request that University withdraw the student from the Program. University shall comply with School District's request within five (5) days of receipt of written notice from School District. Notwithstanding the foregoing, in the event of any emergency or if any student represents a threat to safety or personnel, School District may immediately exclude any student from School District until final resolution of the matter with University.

- 2.6 Documentation. School District agrees to make available to qualified students of University a copy of its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules.
- 2.7 Statement of Adequate Staffing. School District acknowledges that it has adequate counseling staffing and that students participating in the Program shall not be required to substitute for any school district contracted employee necessary for reasonable staffing coverage.
- 2.8 Authority. School District shall maintain at all times full authority over and responsibility for care of its pupils and may intervene and/or redirect University students when appropriate or necessary.
- 2.9 Insurance. School District agrees to maintain professional liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School District agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. The School District agrees to maintain Sexual Abuse or Molestation insurance at a minimum of Three Million Dollars (\$3,000,000) injury limit. School District shall ensure that such policies provide for notification to University at least thirty (30) days in advance of any material modification or cancellation of such coverage. School District also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School District working at School District pursuant to this Agreement at all times during the course of this Agreement. School District shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis.

3. RELATIONSHIP OF THE PARTIES

- 3.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue for three (3) years unless terminated sooner as provided herein.
- 3.2 Termination. Either party may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to the other party. To the extent reasonably possible, School District will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of said notice by School District, was satisfactorily participating in the Program.
- 3.3 Independent Contractor. In the performance of the obligations under this Agreement, it is mutually understood and agreed that University is at all times acting

and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between School District and University an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between School District and any University student.

- 3.4 Role of Students. It is not the intention of University or School District that any students occupy the position of third party beneficiary of any obligations assumed by School District or University pursuant to this Agreement.
- 3.5 Publicity. Neither University nor School District shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program without the prior written consent of the other party.
- 3.6 Records. It is understood and agreed that all records, other than student evaluation records and information, shall remain the property of School District.

4. GENERAL PROVISIONS

- 4.1 Entire Agreement; Amendment. This Agreement contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement.
- 4.2 Assignment. Neither party shall subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of the other party. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.
- 4.3 Indemnification. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its officers, directors, regents, agents, employees, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its officers, directors, regents, agents, employees, students, or subcontractors.
- 4.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.
- 4.5 Non-Discrimination. Neither party shall discriminate against any University student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference, except to the extent that religious freedom exemptions apply. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

- 4.6 **Notices.** Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

School District: Chino Valley Unified School District
5130 Riverside Dr.
Chino, Ca 91710

University: Concordia University Irvine
1530 Concordia West
Irvine, CA 92612
Attn: Office of the Provost
provost@cui.edu
Copy to General Counsel

- 4.7 **Severability.** The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- 4.8 **Waiver.** Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.
- 4.9 **Program Description:** Refer to Exhibit A for the description of the practicum and fieldwork program.

SIGNATURE PAGE

THIS AGREEMENT IS ENTERED INTO THIS ____ DAY OF _____, _____.

AGREEMENT EFFECTIVE:

STARTING ____ DAY OF _____, **2018** THROUGH ____ DAY OF _____, **2021**.

(Three year agreement – May be renewed with consent of both parties)

SCHOOL DISTRICT:

Signature: _____

Typed Name: _____

Title: _____

Date: _____

CONCORDIA UNIVERSITY:

Signature: _____

Typed Name: Dr. Peter Senkbeil – Concordia University, Irvine, CA.

Date: _____

Exhibit A

During the course of the Practicum or Fieldwork experience, the Practicum or Fieldwork experience student will complete the approved Concordia University Practicum or Fieldwork experience portions of the program.

- a. The duration for the Practicum or Fieldwork experience will be determined prior by the School District and Concordia University for each Practicum or Fieldwork experience student. It is intended that this Practicum or Fieldwork experience encompass a period of at least one term and will not exceed the time limits as listed below:

Practicum: Not to exceed 1 calendar year

- b. Fieldwork experience: 1 calendar year at full time (non-internship) OR b) 2 calendar years at part-time. The School District and Concordia will cooperatively develop and implement a support system for each Practicum or Fieldwork experience student.
- c. The Practicum or Fieldwork experience student will be provided experience and practice in the school and classroom. Anticipated duties are listed below. Duties will vary according to available opportunities on the site, as determined by the District. The Practicum/Fieldwork experience activities will be determined using the Planning Document based upon the California Standards for the Counseling Profession.

Practicum Duties – 100 hours required (University/School District-level):

- 1) Peer counseling related to university or college program practicum course
- 2) Personal and career assessment
- 3) Personal counseling experience in either individual or group context
- 4) School-based programs serving parents and family members
- 5) Community service programs serving children and families
- 6) School related experience such as "shadowing" a school counselor, observing classroom instruction, attending district and school-based meetings, and become familiar with school-based community resources
- 7) Become familiar with special needs students; Gifted and Talented programs; attend/observe IEP/504 meetings; assessment and evaluation activities; Common Core instructional activities; Student Study teams; master schedule activities; etc.

Fieldwork Experience Duties – 600 hours required (University/District-level):

- 1) Continue to participate in any duties or activities listed under the practicum section
- 2) Perform functions of school counselors in school counseling domains
- 3) Work with diversity programs
- 4) Work with the development and implementation of a program that addresses diversity issues
- 5) Work with individuals and groups of a racial and ethnic background different from that of the candidate
- 6) Gain experience at two different settings: elementary, middle school, or high school
- 7) Participate in group supervision throughout the Fieldwork experience

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 6, 2018

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: PARTICIPANTS IN LEARNING, LEADING, AND SERVING
AGREEMENT WITH GRAND CANYON UNIVERSITY**

=====

BACKGROUND

The Chino Valley Unified School District has an opportunity to establish a Participants in Learning, Leading, and Serving agreement with Grand Canyon University. Grand Canyon University is offering qualified participants institutional scholarship packages.

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

RECOMMENDATION

It is recommended the Board of Education approve the Participants in Learning, Leading, and Serving agreement with Grand Canyon University.

FISCAL IMPACT

None.

NE:RR:SH:mcm



Participants in Learning, Leading and Serving Agreement – Out of State

By way of this agreement, Chino Valley Unified School District agrees to participate in Grand Canyon University's Participants in Learning, Leading and Serving (PLLS) program. The purpose of this agreement is to define the relationship between Grand Canyon University (GCU) and signee as it relates to the PLLS membership. All benefits are available at no cost, or at a discounted rate, to participants as part of the participant agreement. There is no limit or minimum on the number of benefits a district may utilize, and participants are not expected to partake in all benefits to become and remain PLLS participants.

BENEFITS AND CONTRIBUTIONS TO PLLS SCHOOLS AND DISTRICTS

1. High school students graduating from a PLLS participant high school, who are fully admissible to GCU (not Accepted with Specifications), will receive a minimum institutional scholarship package of \$4,000 per academic year. The total GCU scholarship package could be higher based upon a student's level of academic merit, Program of Study, Registration Date, and other offers for incoming students including those related to participation in athletics, pep band, theater, debate, etc.
With the University's commitment to provide an affordable private, Christian education, effective tuition rates would *not exceed* \$12,500 per academic year *after the minimum GCU scholarship package is applied*.
The high school must be a PLLS participant on or before the August 1st immediately following the student's graduation in order for the student to be eligible for the \$4,000 minimum award.
Unless the explicitly stated, this scholarship can be combined with other Grand Canyon University scholarships in accordance with the Grand Canyon University CAP policy and cannot exceed your charges.
2. PLLS participants will have access to a 10% scholarship for their faculty, staff and governing board members**, providing savings toward tuition for online undergraduate, graduate or doctoral degree programs through Grand Canyon University***. (The PLLS scholarship cannot be combined with any other institutional scholarship/award.)
3. PLLS participants will have access to a 5% scholarship for spouses of their faculty, staff and governing board members**, providing savings toward tuition for online undergraduate, graduate or doctoral degree programs through Grand Canyon University***. (The PLLS scholarship cannot be combined with any other institutional scholarship/award.)
4. PLLS participants will have access to an exclusive 5% scholarship for their students' parents, providing savings toward tuition and fees for a bachelor's or master's degree through the University's College of Education or a doctoral degree related to the field of Education***. Parents are eligible for the scholarship if the student is actively enrolled in a school with a PLLS agreement in effect. Parents of students who attended a high school while a PLLS agreement was in effect and who are actively attending GCU will also be eligible for the scholarship.
(Eligible doctoral programs are listed under Teaching and Administration on the "Majors and Programs" tab on the www.gcu.edu website. The PLLS scholarship cannot be used in conjunction with any other scholarship except the College of Education Cohort Scholarship or the College of Doctoral Studies Cohort Scholarship.)
5. PLLS participants will have access to a 10% scholarship for their faculty, staff and governing board members**, providing savings for non-degree single courses and continuing teacher education courses. (The PLLS scholarship cannot be used in conjunction with any other scholarship except the College of Education Cohort Scholarship or the College of Doctoral Studies Cohort Scholarship.)
6. PLLS faculty, staff, governing board members** and families will receive discounts for GCU academic and athletic camps along with other events sponsored by Strategic Educational Alliances.

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7. PLLS participants may request cohort programs for continuing education, individual courses and/or master's and doctoral degree programs to be delivered at regionally approved GCU sites or online.
8. PLLS participants will have access to a catalog of online dual enrollment courses for current high school students, offering them an opportunity to reduce the time to complete a bachelor's degree from four years to three. This could reduce college costs by up to 25%.
9. PLLS participants will have access to GCU's TodaysLearn services. Available TodaysLearn opportunities include: Speakers Bureau (motivational speaking and lectures), Professional Development (instruction based on specific subject matter and customized to address specific needs) and Coaching, Mentoring and Consultation (individualized assistance in areas requested).
- 10: PLLS participants will have access to the GCU Online Job Board to post employment opportunities and search for applicants.
11. PLLS participants may have access to GCU staff to make presentations to parents and teachers regarding GCU degree programs.
12. PLLS participants will receive communication about GCU-sponsored initiatives and programs that benefit students, staff and school communities.
13. PLLS participants will have the opportunity to participate in coordinated PR and marketing efforts using provided GCU branded and approved marketing materials, if desired. The GCU marketing staff will review any materials designed by participant schools.
14. PLLS participants may take part in academic / university engagement opportunities as needed, such as:
 - Providing consultation and advisement as higher education programs are developed, projects are developed and representatives are needed
 - Collaborating on research projects with the College of Doctoral Studies
 - Consideration for adjunct faculty members and dissertation committee members, including Doctoral Chairs, Methodologists and Content Experts
15. PLLS participants will be featured on GCU's website along with a link to their district website.
16. Other school/district benefits may be available as mutually agreed upon by both parties.

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PLLS SCHOOL AND DISTRICT CONTRIBUTIONS TO GCU

1. GCU offers a very generous scholarship award package for eligible students. Our goal is to ensure that qualified high school seniors receive information about the best financial aid package from GCU. In order for this information to be made available to eligible students and their parents, we ask PLLS participant schools to distribute a letter prepared by GCU to all qualifying students and their parents.
PLLS participants may also suggest other options to provide scholarship information to all qualifying students and their parents.
2. PLLS participants will host college preparation opportunities for high school students (if applicable) during the fall and spring semesters at each high school and provide opportunities for faculty, staff and parents to learn about GCU degree program scholarships by hosting periodic information sessions at their schools.
3. PLLS participants will distribute GCU information via their preferred communication method. This will include, a one-page, digital PLLS Benefits Guide to all employees that announces the program and provides information about the benefits as well as other applicable updates such as GCU newsletters and announcements about upcoming opportunities.
4. PLLS participants will utilize GCU branded and approved materials when promoting GCU programs and/or seek approval from GCU to use customized materials for print, email and websites.

GCU reviews scholarship programs that impact each incoming class on an annual basis. GCU reserves the right to alter the amount of or revoke awarded scholarships of any type, at any time, without prior notice to participants.

The Parties agree to protect the participants' educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and any applicable policy of the Parties. To the extent permitted by law, the Parties may share information from participants' educational records with each other so that each can perform its respective responsibilities under this Agreement but shall not disclose or share education records with any third party.

**If August 1st falls on a weekend or holiday, the deadline will take effect on the following business day.*

***Benefits available to governing board members would be subject to district and school policies.*

****In order to remain eligible for this tuition scholarship, students must maintain continuous enrollment in their program of study and meet minimum scholastic achievement requirements. Continuous enrollment is defined as no breaks greater than 14 days unless an approved leave of absence has been granted by Grand Canyon University. The minimum scholastic achievement requirement for undergraduate programs is maintaining a minimum GPA of 2.0 and for graduate level programs it is maintaining a minimum GPA of 3.0. More information on program requirements can be found in the University Policy Handbook located at <http://www.gcu.edu/Documents/University%20Policy%20Handbook-4-13.pdf>*

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The undersigned agrees to the conditions of the PLLS membership, which is effective upon signing and will continue on an ongoing basis. The PLLS administrator will be informed of any changes that may occur to the participant agreement via email, with a request for confirmation of receipt. Both GCU and the PLLS participant reserve the right to dissolve the relationship at any time should it not align with either party's mission or goals. The acting party should present the termination of participation by way of written notice. If the agreement is cancelled, individuals who are continuously enrolled in a degree program at GCU will continue to receive the financial scholarship initiated by the participant agreement throughout the course of their program.

District/School Name

District/School Administrator (Signature/Print Name)

Title

Date

Phone Number

Email Address

Address

City/State/Zip Code

GCU Senior Vice President, Strategic Educational Alliances

Date

Revised 3.20.18



Preferred Contacts for Communication

Information Distribution (i.e. distribution of newsletters, Benefits Guide):

Name: _____ Title: _____

Phone: _____ Email: _____

Guidance Counselor:

Name: _____ Title: _____

Phone: _____ Email: _____

Professional Development:

Name: _____ Title: _____

Phone: _____ Email: _____

Dual Enrollment:

Name: _____ Title: _____

Phone: _____ Email: _____

Human Resources:

Name: _____ Title: _____

Phone: _____ Email: _____

Math:

Name: _____ Title: _____

Phone: _____ Email: _____

Science:

Name: _____ Title: _____

Phone: _____ Email: _____

GRAND CANYON UNIVERSITY™



Athletics

Name: _____

Title: _____

Phone: _____

Email: _____

Choir

Name: _____

Title: _____

Phone: _____

Email: _____

Band

Name: _____

Title: _____

Phone: _____

Email: _____

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 6, 2018
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Richard Rideout, Assistant Superintendent, Human Resources
Suzanne Hernandez, Ed.D., Director, Human Resources
SUBJECT: STUDENT INTERNSHIP AGREEMENT WITH LOYOLA MARYMOUNT UNIVERSITY

=====
BACKGROUND

Student Internship agreements provide a high quality of learning, support and practical classroom experience for professionals in training. The Chino Valley Unified School District has an opportunity to establish an internship agreement with Loyola Marymount University.

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

RECOMMENDATION

It is recommended the Board of Education approve the student internship agreement with Loyola Marymount University.

FISCAL IMPACT

None.

NE:RR:SH:mcm

Loyola Marymount University
Teacher Education Intern Credential Program
*[Multiple, Single Subject, Education Specialist (mild/moderate),
Administrative Services Credentials and Bilingual Authorization]*
and
Chino Valley Unified School District
Participating School District Intern Agreement
Memo of Understanding

Purpose: The California Commission on Teacher Credentialing's *Standards of Quality and Effectiveness for Multiple, Single Subject, Education Specialist (mild/moderate), Administrative Services and BCLAD Emphasis Credentials* stipulated conditions under which teacher credentialing institutions must abide to be accredited for recommending candidates for California teaching credentials. This agreement outlines relevant common standards, program standards, and preconditions, which must be met for intern program approval. It also contains quality-related criteria for Loyola Marymount University intern candidates.

University Internship Programs are designed to be partnerships between institutions of higher education and public schools to meet the growing need for qualified teachers. It is further agreed that an intern's salary will not be reduced to pay for supervision. Loyola Marymount University stipulated that interns' services meet the instructional needs for the Multiple, Single Subject, Education Specialist (mild/moderate), Administrative Services, and BCLAD Emphasis Credentials teachers in the participating district.

The University and the School District agree to the following conditions and services that apply to Interns who are, or will be, admitted to the University's credential programs through the University's departments and will be serving their education credential internship in the School District. Interns nominated by either the University or the School District shall be mutually acceptable to both the University and the School District, and shall be subject to a mutually acceptable placement within the School District.

Loyola Marymount University agrees that:

Each Intern shall have passed the California Educational Basic Skill Test (CBEST), and shall have passed the subject matter requirement (e.g. CSET/Multiple or Single Subjects Tests, or Liberal Studies Waiver) prior to assuming Intern services or responsibilities.

Each Intern shall possess a B.A. Degree, documented by official transcripts with a minimum overall GPA of 3.0.

Candidates with undergraduate degrees in "professional education" cannot be admitted to the Single Subject or Education Specialist credential programs.

Each Intern shall have a minimum of one hundred twenty (120) hours of verified pre-service coursework, of which forty-five (45) hours will be related to English Learners (EL), as well as forty-five (45) hours of experience with students, including those who are English Learners in educational settings; or current Preliminary or Clear Credential valid EL Authorization; or passing scores on CTEL examinations.

Each Intern shall have passed U.S. Constitution coursework or examination.

Each semester, each Intern shall be provided a minimum of three (3) hours per week of adequate instruction, advising, encouragement and support, as appropriate, by University personnel, including but not limited to University faculty and University Fieldwork Instructors.

The University will provide program coordination as needed with the School District to manage the intern application and training process to ensure timely completion of credential coursework and filing for Intern and Preliminary Credentials with the California Commission on Teacher Credentialing (CCTC).

The University will select and train University Fieldwork Instructors based on the following qualifications:

- Current knowledge in the content area they teach.
- Understand the context of public schooling.
- Ability to model best professional practices in teaching and learning, scholarship and service.
- Knowledgeable about diverse abilities, cultural, language, ethnic and gender diversity.
- Thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.

The University will ensure that University Fieldwork Instructors will observe and evaluate interns at least four times during a semester and allocate time with each Intern after each visit to discuss the observation.

The University will direct University Fieldwork Instructors to meet and consult with a District-employed supervisor as appropriate.

Participating School District agrees that:

Prior to an Intern assuming daily teaching responsibilities, the School District must validate that the Intern teacher meets the Commission's identified criteria.

Each Intern shall be provided, according to current Support and Supervision guidelines set forth by the California Commission on Teacher Credentialing, adequate supervision, advice, encouragement and support, as appropriate, by School District personnel, including but not limited to the school site faculty and the District-employed supervisor. Each District-employed supervisor will hold a valid Clear or Life Credential with English Language Authorization and will have completed three (3) years of successful teaching experience.

Each District-employed supervisor will have completed ten (10) hours training in University requirements, to be provided by the University and hours will be logged by the University.

Each Intern must be placed in classrooms that include English Language Learners (ELL) student(s) and student(s) identified with special needs.

Each Intern, at the discretion of the site administrator, may, on a limited basis, be released from other required School District meetings or activities, as needed, to observe other credentialed teachers, to meet with the District-employed supervisor, or to attend classes at the University.

If required, the School District will report numbers of Interns annually to the California Commission on Teacher Credentialing (CCTC) during an annual Intern census.

The School District agrees to allow the University Fieldwork Instructor to visit the Intern in his/her classroom during the university's academic semesters.

The principal will serve as the School District's evaluator of the Intern, complete required documentation in a timely manner, and meet with the university supervisor each year to monitor and assess the Intern's progress. The principal and the university supervisor will review the documentation to determine candidate competence and jointly recommend/not recommend the Intern for a teaching credential. If there is a lack of consensus between the supervisor and the principal, the documentation will be reviewed by the Loyola Marymount Intern Program Director and a School District Administrator, at which time a decision will be made.

Each school must have a fully qualified administrator in accordance with University requirements, including someone who

- a. holds a valid California issued credential, and/or
- b. holds an advanced degree (e.g. M.A., Ed.D.) in Educational Leadership or closely related field, and/or
- c. completed an Educational Leadership program such as the Fisher Fellow Program, and/or
- d. has a record of completing a successful administration at a school for at least five (5) years.

Administration agrees to allow the teacher candidate to conduct videotaped observations for the purpose of authentic mentor feedback and completion of CTC requirements. The Employer will be responsible for the acquisition of parental permission and will share said permission documents with the teacher candidate.

Administration agrees to assign an Intern to the appropriate placement that meets the requirements and preparation program of the type of Intern Credential issued to the Intern. Assignments are communicated to the University in an "Employment Verification Form." University reserves the right to rescind the Intern Credential if the University deems that the new Intern assignment is not in compliance with the type of preparation program of the candidate."

The University and the School District agree that:

In total, a minimum of one hundred forty-four (144) hours of support/mentoring and supervision shall be provided to each Intern teacher per school year, including coaching, modeling, and demonstrating within the classroom, assistance with course planning, and problem solving regarding students, curriculum and development of effective teaching methodologies. The minimum support/mentoring and supervision provided to an Intern teacher who assumes daily teaching responsibilities after the beginning of the school year shall be equal to four (4) hours times the number of instructional weeks remaining in the school year, this taking into account the requirement for a minimum of two (2) hours every five (5) instructional days of adequate supervision.

The following additional support/mentoring and supervision shall be provided to an Intern teacher who enters the program without a valid English Learner authorization listed on a previously issued Multiple Subjects, Single Subject, or Education Specialist Teaching Credential; a valid English Learner of Cross-cultural, Language and Academic Development (CLAD) authorization:

- a) An additional forty-five (45) hours of support/mentoring and supervision specific to meeting the needs of English Learners shall be provided by the Commission-approved program (University) to an intern teacher who enters the program without a valid English Learner authorization listed on a previously issued Multiple Subject, Single Subject, or Education Specialist Teaching Credential Teaching Credential or a valid English Learner authorization

or Cross-cultural, Language and Academic Development (CLAD) certificate. The minimum support/mentoring and supervision provided to an Intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to four (4) hours times the number of instructional weeks remaining in the school year. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the Intern teacher's development of knowledge and skills in the instruction of English Learners.

- b) The California employing agency (School District) shall identify an individual who will be immediately available to assist the intern teacher with planning lessons that are appropriately designed and differentiated for English Learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed. The identified individual may be the same mentor who is providing general support and supervision, provided that the individual possesses an English Learner authorization and will be immediately available to assist the Intern teacher in working with English Learners.
- c) An individual who passes the California Teaching of English Learner (CTEL) examinations prior subsequent to the issuance of the Intern Credential may be exempted from the additional forty-five (45) hours of support/mentoring and supervision specific to the needs of English Learners.

Reporting Obligations:

The parties recognize that when an LMU student shares that the LMU student has experienced sexual harassment, sexual or interpersonal misconduct (defined in Appendix "A"), the University has certain responsibilities it must fulfill in order to comply, as the case may be, with Title IX, the Violence Against Women Act, the Clery Act, and other relevant federal, state, or local laws. The parties agree to the following procedures through which the School District will transmit reports of sexual or interpersonal misconduct it receives from an LMU student to the University.

The School District will report immediately or as soon as practicably possible to University all reports of sexual or interpersonal misconduct received by an employee or agent of the School District asserting that an LMU student experienced sexual harassment, sexual or interpersonal misconduct – regardless of whether the LMU student was an LMU student of record at the time the asserted sexual harassment, sexual or interpersonal misconduct was reported or occurred. The School District will report the following information as soon as is practicable to the University's Title IX Coordinator at (310) 568-6105 or, if after regular business hours (Monday-Friday, 8:00 am-5:00 pm) to the Department of Public Safety at (310) 338-2893.

Such reports will include:

- The name, telephone number, e-mail address and residence address of the LMU student who reported that they experienced sexual or interpersonal misconduct;
- The name and contact information, if known, of the individual who allegedly engaged in the sexual or interpersonal misconduct, if known; and
- Description of the incident of sexual or interpersonal misconduct, including location, date and time.

Mutual Indemnification; Limits on Liability:

Each party (the "Indemnifying Party") agrees to protect, indemnify, defend and hold harmless the other party and its respective employees, agents, and independent contractors (the "Indemnified Party") against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out or resulting from (i) any breach of any representation, warranty, covenant, obligation or undertaking made by such Indemnifying Party hereunder, or (ii) the negligence or willful misconduct of the Indemnifying Party in connection with the subject matter of this Contract, including but not limited to the provision of food and beverage and other services and facilities (including the exhibition premises, as applicable) to the Indemnified Party or (iii) any violation of domestic or foreign law or regulation. The Indemnifying Party obligations hereunder shall survive the termination of this agreement.

Notwithstanding any other provisions in this agreement, the preceding paragraph governs the parties' indemnity obligations to each other hereunder and no limitation of liability is applicable to such obligations.

Insurance:

Both parties agree to carry insurance customarily obtained in the industry in customary amounts and under customary terms and conditions, including liability insurance in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 in aggregate. Upon request, each party shall provide a certificate evidencing such insurance to the other party.

General Terms:

1. This Agreement shall be effective for a period of three years from the date of signature when executed by both parties.
2. This Agreement may be revised or modified by written amendment when both parties agree to such amendment.
3. Notice given or required to be given under this Agreement may be given by personal delivery, facsimile, overnight air express or certified United States mail, return receipt requested. Notice shall be deemed to occur either (a) upon actual receipt, if the notice is by personal delivery facsimile or overnight air express or (b) five (5) business days after mailing, if the notice is by certified United States mail, return receipt requested.

Notice to the University shall be scanned and emailed to: Jacqueline Hansen at jhansen@lmu.edu

Or mailed to
Jacqueline Hansen
Loyola Marymount University, School of Education
1 LMU Drive, Suite UH-2100
Los Angeles, CA 90045

Notice to the School District shall be scanned and emailed to Jeanette Walsh at:
jeannette_walsh@chino.k12.ca.us

Or mailed to

Jeanette Walsh
Human Resources
Chino Valley Unified School District
5130 Riverside Drive
Chino, CA 91710

**Loyola Marymount University
School of Education**

**Chino Valley Unified
School District**

By: _____

Timothy P. Chang

Title: Associate Dean for Business Services

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Edmundo Edward F. Litton, Ed.D.

Title: Chair and Intern Program Director, Urban Education

Date: _____

Loyola Marymount University

By: _____

Thomas O. Fleming, Jr.

Title: Senior Vice President and Chief Financial Officer

Date: _____

**Letter of Commitment and Agreement
Loyola Marymount University Intern Partnership
with
Chino Valley Unified School District**

Chino Valley Unified School District agrees to participate with **Loyola Marymount University** in the Teacher Education Intern Credential Program [Multiple, Single Subject, Education Specialist (mild/moderate), Administrative Services Credentials and Bilingual Authorization].

Intern teachers will be compensated on the regular salary scale for certificated teachers, and their salaries will not be reduced for supervision costs.

The **School District** supports the attached goals of the internship program and the **School District** agrees to provide appropriate support for the intern while in the program.

Signed:

(Signature)

(Printed Name)

Title _____
School District Official

Date _____

APPENDIX "A"

DEFINITIONS:

"Consent" is defined as the unambiguous and willing participation or cooperation in act, behavior or attitude that is commonly understood to be consistent with the exercise of free will. It is the responsibility of each person involved in the sexual activity to ensure that he or she has the affirmative consent of the other(s) to engage in the sexual activity. Consent requires participants who are lawful adults, fully conscious, equally free and legally competent to act, have clearly communicated their willingness, cooperation, or permission to participate in the specific sexual activity engaged in, are positive and clear about their desires, and are able to cease ongoing consensual activity at any time. Refusal to consent does not have to be verbal; it can be expressed with clear gestures, body language or attitude. Lack of protest or resistance does not mean consent, nor does silence mean consent. Prior sexual history between the complainant and respondent, by itself, does not constitute consent, nor does consenting to sexual activity with one person imply consent to sexual activity with another person.

Consent is not freely given if:

1. It is obtained through the use of force, through the fear of or the threat of force, through the abuse of a power positions over another (such as employment status or position within an organization) or by kidnap; or
2. A reasonable person in the position of the alleged perpetrator at the time the alleged conduct occurred should have known that the other person was unable to give consent for any of the following reasons:
 - a. The individual is unable to make an informed decision as a result of the use of alcohol, drugs or other substances (including but not limited to predatory drugs or prescribed medications);
 - b. The individual is unable to consciously respond for whatever reason including lack of consciousness, sleep, illness or shock;
 - c. The individual is under the age of eighteen and therefore legally incapable of giving consent; or
 - d. The individual is known by reason of impairment, mental condition or developmental or physical disability to be reasonably unable to consent.
3. The individual has acted or spoken in a manner which expresses a lack of consent or a refusal to consent.

The following are invalid excuses for failing to obtain affirmative consent from the Complainant:

1. The responding party's belief in affirmative consent arose from the intoxication or recklessness of the responding party; or

2. The responding party did not take reasonable steps, in the circumstances known to the responding party at the time, to ascertain whether the complaining party affirmatively consented.

“Sexual Misconduct” is defined as Sexual Assault, Sexual Exploitation, Interpersonal Misconduct, or the act of making sexual contact with the intimate body part of another person without that person’s consent including as the result of sexual coercion. Intimate body parts include the sexual organs, the anus, the groin or buttocks of any person, and the breasts. Student-on-student sexual misconduct also includes sexual harassment.

“Sexual Assault” is defined to include engaging in sexual intercourse or any of the sexual activities listed below with another person without that person’s consent. Sexual Assault includes, but is not limited to, rape, sexual battery, anal intercourse, oral copulation or penetration of a body cavity by a foreign object. Sexual intercourse includes the penetration, however slight, of the vagina or anus with any object or body part and of the mouth with a body part or any object in a sexual manner.

“Sexual exploitation” is sexual misconduct that occurs when a person takes unjust or abusive sexual advantage of another for his or her benefit or for the benefit of anyone other than the exploited party; and that behavior does not otherwise constitute sexual assault. Examples of sexual exploitation include, but are not limited to, invasion of sexual privacy, audio or video recording or photographing of any type (webcam, camera, Internet exposure, *etc.*) without knowledge and consent of all persons; going beyond the boundaries of consent (such as letting another person hide and watch you have consensual sex without the knowledge of the other party), engaging in unconsented voyeurism, exposing one’s genitals in non-consensual circumstances; coercing another against their will to expose their genitals or breasts, and prostituting another person.

“Interpersonal Misconduct” includes Dating Violence, Domestic Violence and Stalking, as defined below

“Dating Violence” is defined in accordance with the reauthorization of the Violence Against Women Act, as violence committed by a person:

1. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
2. Where the existence of such a relationship shall be determined based on the complaining party’s statement with consideration of the following factors:
 - a. The length of the relationship
 - b. The type of the relationship
 - c. The frequency of interaction between the persons involved in the relationship.
3. Dating Violence includes, but is not limited to, sexual or physical abuse or threat of such abuse.

Dating violence does not include acts covered under the definition of domestic violence.

“Domestic Violence” is defined in accordance with the reauthorization of the Violence Against Women Act as a felony or misdemeanor crime of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabited with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under California law, or by any other person against an adult or youth victim who is protected from that person’s acts under California law.

“Stalking” is defined in accordance with the reauthorization of the Violence Against Women Act as engaging in a course of conduct directed at a specific person(s) that would cause a reasonable person to fear for his or her safety or the safety of others; or suffer substantial emotional distress.

For the purposes of this definition “course of conduct” means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly or through third parties, by any action, method, device or means, follows, monitors, observes, surveils, threatens or communicates to or about a person, or interferes with a person’s property.

For the purposes of this definition “substantial emotional distress” means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.

“Sexual Harassment” for the purposes of this policy is defined as unwelcome conduct of a sexual nature, including unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal, physical or visual conduct by a person of either the same or opposite sex where:

1. submission to or rejection of the conduct is made either an explicit or implicit condition of academic achievement and/or employment;
2. submission to or rejection of the conduct is used as the basis for an academic and/or employment decision; or
3. the conduct has the purpose or effect of unreasonably interfering with academic, or work performance or creating an intimidating, hostile, or offensive, living, academic, or work environment.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 6, 2018
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Richard Rideout, Assistant Superintendent, Human Resources
Suzanne Hernandez, Ed.D., Director, Human Resources
SUBJECT: STUDENT TEACHING AGREEMENT WITH WHITTIER COLLEGE

=====

BACKGROUND

Student teachers provide a high quality of learning, support, and practical classroom experience for professionals in training. The Chino Valley Unified School District has an opportunity to establish a student teaching agreement with Whittier College.

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

RECOMMENDATION

It is recommended the Board of Education approve the student teaching agreement with Whittier College.

FISCAL IMPACT

None.

NE:RR:SH:mcm



STUDENT TEACHING AGREEMENT

This agreement is made and entered into this 7th day of September of the year 2018, by and between Whittier College, hereinafter called "the College" and the Chino Valley Unified School District, hereinafter called "the District."

WHEREAS, pursuant to the provisions of Section 11006 of the Education Code, the governing board of any District is authorized to enter into agreements with a State college, the University of California or any other university or college to provide teaching experience through practice teaching to students enrolled in teacher training curriculum of such institutions; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the District of an amount not to exceed the actual cost to the District of the services rendered by the District;

NOW THEREFORE, it is mutually agreed between the parties hereto as follows:

1. A. The District shall provide teaching experience through student teaching in schools and classes of the District during the period of June 2018 through June 2021 and not to exceed the number of students of the College possessing a valid Certificate of Clearance and assigned by the College to student teaching in schools or classes of the District. Such student teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the College through their duly authorized representatives may agree upon.
- B. The District may refuse to accept for student teaching any student of the College assigned to student teaching in the District; and upon request of the District, the College shall terminate the assignment of any student of the College to student teaching in the District.
- C. "Student Teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of tenured employees of the District holding valid diplomas or credentials, issued by the State Board of Education, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching is provided. The classroom teacher will be referred to hereinafter as a "Master Teacher."
2. A. The College will pay the District directly for services required to be performed by the Master Teacher under this agreement at the rate of \$250.00 per semester. The amount will be paid directly to the District.

- B. "Semester of student teaching" as used herein and elsewhere in this agreement equals a minimum of four (4) hours of student teaching five (5) days each week for the fourteen week period. The student teacher should be on campus and follow the schedule of the master teacher. The number of student teachers assigned to the District shall not be more than the number agreed to by the district.
 - C. The number of units of student teaching to be provided for each student of the college assigned to student teaching under this agreement shall be determined by the college.
3.
 - A. An assignment of a student of the College to student teaching in schools or classes of the District shall be, at the discretion of the College, for approximately fourteen (14) weeks or 2 – 7 week assignments.
 - B. In the event the assignment of a student of the College to student teaching is terminated by the College for any reason, except when termination is requested by the District without reasonable cause, the Master Teacher shall receive payment on account of such student as though there had been no termination of the assignment.
 4. Students assigned by the College to student teaching in schools or classes of the District shall not be covered by the Worker's Compensation insurance policy provided by the district.
 5. The College, agrees to defend, indemnify and hold harmless the District, its Board of Trustees, officers, agents, and employees individually and collectively from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, which may arise from personal or bodily injuries, property damage or otherwise, occasioned by participation in student teaching activities where said claim arises from the negligence or willful misconduct of the College.
 6. The District, agrees to defend, indemnify and hold harmless the College, its Board of Trustees, officers, agents, and employees individually and collectively from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, which may arise from personal or bodily injuries, property damage or otherwise, occasioned by participation in the District's student teaching program where said claim arises from the negligence or willful misconduct of the District.

IN WITNESS WHEREOF, Whittier College and the Governing Board of the District have caused this agreement to be signed by authorized representatives in their behalf the day and year first above written.

Honorarium to Master Teacher: The College shall pay the district directly.

Whittier College

Institution

Darrin Good

Darrin Good, Authorizing Signature

**Vice President for Academic Affairs & Dean
of Faculty**

Title

8/8/18

Date

**Chino Valley Unified School District
District**

Authorizing Signature

Title

Date

STATEMENT OF AGREEMENT

WHITTIER COLLEGE CANDIDATES'
PLACEMENT FOR STUDENT TEACHING
for the
PRELIMINARY LEVEL 1 TEACHING CREDENTIAL

Purpose: The California Commission on Teacher Credentialing's Standards of Quality and Effectiveness for Professional Teacher Preparation Programs stipulates standards and conditions with which credentialing institutions must provide to be accredited for recommending candidates for Preliminary Level 1 Teaching Credentials. This agreement defines and describes common standards, program standards, and preconditions that must be met for program approval and accreditation. It also contains quality-related criteria for Whittier College candidates except those participating in jointly sponsored internship programs (which are also covered under a separate agreement).

Professional teacher preparation programs are designed to be partnerships between institutions of higher education and public school districts and their schools to meet the need for well-prepared beginning teachers. This agreement realizes such a partnership by specifying the respective responsibilities of Whittier College and of the district and its schools with respect to credential candidates' student teaching.

Chino Valley Unified School District
(District name)

agrees that all student teaching placements for Whittier College candidates that it recommends and/or makes will meet the following criteria.

1. The placements for all Whittier candidates will be based upon the observations of the effectiveness of teaching-learning by appropriate district personnel,
2. Placements will be located at sites where the state-adopted core curriculum is effectively implemented.
3. Placements will whenever possible, while meeting other criteria described here, be in settings that demonstrate effective use of computer-based technology to support teaching and learning.
4. Placements will provide opportunities for candidate to work with and be supervised by exemplary certificated teachers, each of whom who holds a valid teaching credential that authorizes his or her teaching assignment.
5. Each master teacher or site supporter recommended or chosen to supervise Whittier College candidates will be one who:
 - a. Knows and understands the state-adopted academic content standards and frameworks, as well as current educational theories and practice.
 - b. Understands the developmental stages of learning to teach.
 - c. Collaborates and communicates effectively with professional colleagues.
 - d. Will engage in collegial supervisory practices that foster candidates' success and promote their reflective practice.
6. Each master teacher or site supporter recommended or chosen to supervise a Whittier College candidate teaching English learners (EL) will be one who holds a valid EL authorization, and/or has been

Placement Agreement - 2

approved by the district to teach EL students pending EL authorization, or provide access to teachers at the site who hold this authorization.

The designated district and placement-site administrators have read and agree to the division of responsibilities described above and on the attached pages three and four will demonstrate their agreement by providing adequate resources to meet their responsibilities and to enable master teachers and/or site supervisors to meet their responsibilities.

Chino Valley Unified School District
District

School

Authorizing Signature

Authorizing Signature

OR

Title

Title

Date

Date

Whittier College
Institution


Shannon Stanton

Chair, Department of Education & Child Development
Title

8/10/18
Date

Whittier College Responsibilities

- Provide supervision, administration, and implementation of all components of candidates' teacher preparation for Preliminary Level 1 Teaching Credentials.
- Ensure that each candidate for daily student teaching responsibilities has obtained a valid Certificate of Clearance, unless the candidate has already completed the fingerprint and character identification process and been issued a valid document from the Commission on Teacher Certification. In addition, each candidate will provide the College with TB clearance within the last two years.
- Provide organization and implementation of planning meetings, on-going course instruction for candidates aligned with the *Whittier College Catalog* curricula and requirements describing the Whittier College teacher-preparation program.
- Negotiate in good faith with the district regarding modifications, if necessary, in student teaching requirements, policies, or programs.
- Ensure that candidates are fully and properly oriented to student-teaching assignments, and that they understand the legal, ethical, and professional responsibilities of participating in public schools and classrooms.
- Provide candidates with current knowledge and research regarding instructional strategies, curriculum, classroom management, and instructional technology.
- Provide orientation and training for master teachers/onsite supporters (and, as requested, principals or district designees) in the Whittier College Department of Education and Child Development's (a) performance expectations for the candidates' teaching experience; (b) expectations for master teachers/onsite supporters who supervise candidates, and (c) the Department's current policies, procedures, and requirements concerning candidates and their work, including procedures to follow when problems arise in student teaching.
- Provide regular visits, observation, and feedback from a college supervisors, including regular written feedback to the candidate and cooperating teacher and regular examination and feedback on the candidate's Whittier College Portfolio, and assist the master teacher in monitoring candidates' learning and practice of the California Teaching Performance Expectations (TPEs).
- The College will provide the following minimum coverage:
 - I. **General Liability:**
 - A. Commercial General Liability with a \$1,000,000, and \$1,000,000 Aggregate per occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage.
 - B. University's insurance to be primary and non-contributory.

- C. 30-day notice of intent to cancel, non-renew, or make material change in coverage.
- D. Chino Valley Unified School District and CSRJ JPA to be named as "Additional Insured."
- E. Executed Indemnity and Hold Harmless Agreement or substantial similar provisions should be included in the contract.

II. Professional Liability:

- A. \$1,000,000 Errors & Omissions Insurance or Professional Liability.
- B. 30-day notice of intent to cancel, non-renew or make material change in coverage.
- C. Executed Indemnity and Hold Harmless Agreement or substantial similar provisions should be included in the contract.
- D. "Additional Insured" is not required.

III. Workers' Compensation/Employer's Liability:

- A. Certificate of Insurance indicating "statutory" limits.
- B. 30-day notice of intent to cancel, non-renew, or make material change in coverage.
- C. Employer's Liability, \$1,000,000.

IV. Sexual Abuse or Molestation:

- A. \$3,000,000 Sexual Abuse Injury Limit of Insurance.
- B. All other requirements as provided under "General Liability (b through e)" above.

District and School Responsibilities

- Work collaboratively with Whittier College faculty and the Coordinator of Student Teaching to place and recommend placements for candidates that fulfill the conditions and criteria listed on the initial pages of this agreement.
- Ensure the assignment of district-employed candidate supervisors that meet the conditions and criteria stated on the initial pages of this agreement.
- Facilitate district-employed student-teaching supervisors' attendance and participation in Whittier College workshops designed to orient and train master teachers/onsite supporters (and, as desired, other district-employed personnel.)
- Communicate reservations, concerns or problems concerning Whittier College assignments, tasks, requirements, or policies immediately to appropriate College faculty, supervisors, and/or the Coordinator of Student Teaching.
- Provide student teaching experiences that enable candidates to complete their assigned tasks and responsibilities as outlined in Whittier College materials presented by the College or candidate in a timely manner.
- Facilitate candidate's attendance and participation in the prescribed course of study (including the Student Teaching Seminar, which is held on campus from 4:00-5:00 p.m. one day per week) at Whittier College to become qualified for the Preliminary Level 1 Multiple Subject or Single Subject Teaching Credential.
- Provide opportunities for student teachers to plan and practice multiple strategies for managing and delivering instruction that were introduced and examined in program and/or prerequisite coursework.
- Provide opportunities for student teachers to collaborate with one or more experienced professionals to design and deliver effective, coordinated instruction.
- Provide opportunities for student teachers to attend and participate in school- and district-sponsored meetings and professional development activities, as well as encourage opportunities that may arise for candidates' interaction with parent and community organizations and teachers' associations or bargaining agents.
- The school district should provide the following minimum coverage:
 - I. **General Liability:**
 - A. Commercial General Liability with a \$1,000,000, and \$1,000,000 Aggregate per occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage.
 - B. University's insurance to be primary and non-contributory.

- C. 30-day notice of intent to cancel, non-renew, or make material change in coverage.
- D. Whittier College to be named as "Additional Insured."
- E. Executed Indemnity and Hold Harmless Agreement or substantial similar provisions should be included in the contract.

II. Professional Liability:

- A. \$1,000,000 Errors & Omissions Insurance or Professional Liability.
- B. 30-day notice of intent to cancel, non-renew or make material change in coverage.
- C. Executed Indemnity and Hold Harmless Agreement or substantial similar provisions should be included in the contract.
- D. "Additional Insured" is not required.

III. Workers' Compensation/Employer's Liability:

- A. Certificate of Insurance indicating "statutory" limits.
- B. 30-day notice of intent to cancel, non-renew, or make material change in coverage.
- C. Employer's Liability, \$1,000,000.

IV. Sexual Abuse or Molestation:

- A. \$3,000,000 Sexual Abuse Injury Limit of Insurance.
- B. All other requirements as provided under "General Liability (b through e)" above.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 6, 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 AND ADMINISTRATIVE REGULATION 1330 COMMUNITY RELATIONS – USE OF SCHOOL FACILITIES

=====

BACKGROUND

Board policies, administrative regulations, and bylaws are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current practice. Revision of Board Policy and Administrative Regulation 1330 Community Relations –Use of School Facilities is updated to reflect new language regarding fees/direct costs for non-profit community groups and organizations. Policy also adds new section on the use of school facilities as a polling place, formerly in BP1400 – Relations Between Other Governmental Agencies and the Schools. Regulation updated to more directly reflect law addressing the Board’s authority to approve serving alcohol during a special event at District-owned facilities at a time when students are not present.

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

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

RECOMMENDATION

It is recommended the Board of Education receive for information the revision of Board Policy and Administrative Regulation 1330 Community Relations – Use of School Facilities.

FISCAL IMPACT

None.

NE:GJS:pw

USE OF SCHOOL FACILITIES

The Board of Education believes that school facilities AND GROUNDS are a vital community resource which should be used to foster community involvement and development. Therefore, the Board authorizes the use of school facilities by District residents and community groups for purposes specified in the Civic Center Act, to the extent that such use does not interfere with school activities or other school-related uses.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 6145.5 - Student Organizations and Equal Access)

The Superintendent or designee shall give priority to school-related activities in the use of SCHOOL facilities and grounds. Other uses authorized under the Civic Center Act shall be on a first-come, first-served basis.

For the effective management and control of school facilities and grounds, the Superintendent or designee shall maintain procedures and regulations that: (Education Code 38133)

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities.
2. Preserve order in school ~~buildings~~ FACILITIES and on school grounds and protect school facilities, designating a person to supervise this task, if necessary.

(cf. 0450 - Comprehensive School Safety Plan)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)

3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work.

Subject to prior approval by the Board, the Superintendent or designee may grant the use of school facilities OR GROUNDS on those days on which DISTRICT ~~the~~ schools ~~is~~ ARE closed. (Education Code 37220)

(cf. 6115 - Ceremonies and Observances)

There shall be no advertising on school facilities and grounds except as allowed by District policy specified in Board Policy 1325 - Advertising and Promotion.

(cf. 1325 - Advertising and Promotion)

USE OF SCHOOL FACILITIES (cont.)

As necessary to ensure efficient use of school facilities, the Superintendent or designee may, with the Board's approval, enter into an agreement for the joint use of any school facilities or grounds. The Board shall approve any such agreement only if it determines that it is in the best interest of the District and the community.

(cf. 1330.1 - Joint Use Agreements)

Fees

The Board shall adopt a comprehensive schedule of fees to be charged for community use of school facilities and grounds, including, but not limited to, the multipurpose room(s), playing or athletic field(s), track and field venue(s), tennis court(s), and outdoor basketball court(s). The schedule of fees shall be prepared in accordance with 5 CCR 14037-14041. (5 CCR 14041)

(cf. 9320 - Meetings and Notices)

AMOUNT NOT EXCEEDING DIRECT COSTS TO ALL NON-PROFIT COMMUNITY GROUPS AND ORGANIZATIONS.

The Board believes that the use of school facilities or grounds should not result in ~~costs~~ AN EXPENSE to the District. The Superintendent or designee shall charge all NON-PROFIT groups granted the use of school facilities or grounds under the Civic Center Act an amount not exceeding direct costs determined in accordance with 5 CCR 14037-14041. (Education Code 38134)

Additionally, when any use of school facilities or grounds is for religious services, the District shall charge an amount at least equal to the District's direct costs. (Education Code 38134)

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the District's students. (Education Code 38134)

CALCULATING DIRECT COSTS

~~In determining~~ Direct costs to be charged for community use of each, or each type of, school facility or grounds, ~~the Superintendent or designee~~ shall BE calculated, in accordance with 5 CCR 14038, AND MAY REFLECT the community's proportionate share of the following costs: (Education Code 38134; 5 CCR 14038-14041)

USE OF SCHOOL FACILITIES (cont.)

1. Capital direct costs calculated in accordance with 5 CCR 14039, including the estimated costs of maintenance, repair, restoration, and refurbishment of non-classroom space, school facilities, or grounds.

~~However, capital direct costs shall not be charged to organizations retained by the District or school to provide instruction or instructional activities to students during school hours or for classroom-based programs that operate after school hours, including, but not limited to, after-school, tutoring, and child care programs. (5 CCR 14037)~~

~~(cf. 5148 - Child Care and Development)~~

~~(cf. 5148.2 - Before/After School Programs)~~

2. Operational direct costs calculated in accordance with 5 CCR 14040, including estimated costs of supplies, utilities, janitorial services, other services PERFORMED BY District employees and/or contracted workers, and salaries and benefits paid to District employees directly associated with the administration of the Civic Center Act to operate and maintain school facilities and grounds.

Direct cost fees shall not be discounted to any group or organization except when the discount is specifically authorized in the adopted fee schedule. (5 CCR 14041)

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the District's students. (Education Code 38134)

Expending Funds Collected As Capital Direct Costs

Any funds collected as capital direct costs shall be deposited into a special fund to be used only for capital maintenance, repair, restoration, and refurbishment of school facilities and grounds. (5 CCR 14042)

USE OF SCHOOL FACILITY AS POLLING PLACE

THE BOARD MAY AUTHORIZE THE USE OF SCHOOL BUILDINGS AS POLLING PLACES ON ANY ELECTION DAY, AND MAY ALSO AUTHORIZE THE USE OF SCHOOL BUILDINGS, WITHOUT COST, FOR THE STORAGE OF VOTING MACHINES AND OTHER VOTE-TABULATING DEVICES. HOWEVER, IF A CITY OR COUNTY ELECTIONS OFFICIAL SPECIFICALLY REQUESTS THE USE OF A SCHOOL BUILDING AS A POLLING PLACE, THE BOARD SHALL ALLOW ITS USE FOR SUCH PURPOSE. IF SCHOOL WILL BE IN SESSION, THE SUPERINTENDENT OR DESIGNEE SHALL IDENTIFY TO ELECTIONS OFFICIALS THE SPECIFIC

USE OF SCHOOL FACILITIES (cont.)

AREAS OF THE SCHOOL BUILDINGS NOT OCCUPIED BY SCHOOL ACTIVITIES THAT WILL BE ALLOWED FOR USE AS POLLING PLACES. (Elections Code 12283)

(cf. 6111 - School Calendar)

WHEN A SCHOOL IS USED AS A POLLING PLACE, THE SUPERINTENDENT OR DESIGNEE SHALL PROVIDE THE ELECTIONS OFFICIAL A SITE WITH AN ADEQUATE AMOUNT OF SPACE THAT WILL ALLOW THE PRECINCT BOARD TO PERFORM ITS DUTIES IN A MANNER THAT WILL NOT IMPEDE, INTERFERE, OR INTERRUPT THE NORMAL PROCESS OF VOTING AND SHALL MAKE A TELEPHONE LINE FOR INTERNET ACCESS AVAILABLE FOR USE BY LOCAL ELECTIONS OFFICIALS IF SO REQUESTED. HE/SHE SHALL MAKE A REASONABLE EFFORT TO ENSURE THAT THE SITE IS ACCESSIBLE TO PERSONS WITH DISABILITIES. (Elections Code 12283)

THE SUPERINTENDENT OR DESIGNEE SHALL ESTABLISH PROCEDURES TO ENSURE STUDENT SAFETY AND MINIMIZE DISRUPTIONS WHENEVER SCHOOL IS IN SESSION WHILE THE FACILITIES ARE BEING USED AS A POLLING PLACE.

(cf. 3515.2 - Disruptions)

Existing Joint Use of Facilities Agreements between the Chino Valley Unified School District and the Cities of Chino, Chino Hills and Ontario have priority of use and priority of consideration for use of facilities/fields over all requests by other parties. All facility use requests are subject to the terms and conditions of the joint use of facilities agreement.

An online application must be completed and approved by the Superintendent or his designee.

The Superintendent or his designee shall establish administrative regulations to be approved by the Board of Education to implement this policy, which shall be reviewed and updated on an annual basis as necessary.

Legal Reference:

EDUCATION CODE

10900-10914.5 Community recreation programs

32282 School safety plan

37220 School holidays

38130-38138 Civic Center Act, use of school property for public purposes

BUSINESS AND PROFESSIONS CODE

25608 Alcoholic beverage on school premises

ELECTIONS CODE

12283 Polling places: schools

GOVERNMENT CODE

54950-54963 The Ralph M. Brown Act

USE OF SCHOOL FACILITIES (cont.)

MILITARY AND VETERANS CODE

1800 Definitions

CODE OF REGULATIONS, TITLE 5

14037-14042 Proportionate direct costs for use of school facilities and grounds

UNITED STATES CODE, TITLE 20

7905 Equal access to public school facilities

COURT DECISIONS

Good News Club v. Milford Central School, (2001) 533 U.S. 98

Lamb's Chapel v. Center Moriches Union Free School District, (1993) 508 U.S. 384

Cole v. Richardson, (1972) 405 U.S. 676

Connell v. Higgenbotham, (1971) 403 U.S. 207

ACLU v. Board of Education of Los Angeles, (1961) 55 Cal .2d 167

Ellis v. Board of Education, (1945) 27 Cal.2d 322

ATTORNEY GENERAL OPINIONS

82 Ops.Cal.Atty.Gen. 90 (1999)

79 Ops.Cal.Atty.Gen. 248 (1996)

Management Resources:

Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, February 2010
Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009

WEBSITES

California School Boards Association: www.csba.org

California Department of Education: www.cde.ca.gov

Chino Valley Unified School District

Policy Adopted: October 19, 1995

Revised: June 3, 1999

Revised: March 6, 2003

Revised: July 18, 2013

Revised: November 20, 2014

REVISED:

USE OF SCHOOL FACILITIES

Application for use of Facilities

Any person applying for the use of any school facilities or grounds on behalf of any society, group, or organization shall present written authorization from the group or organization to make the application.

Persons or organizations applying for the use of school facilities or grounds shall submit a facilities use statement indicating that they uphold the state and federal constitutions and do not intend to use school premises or facilities to commit unlawful acts.

Civic Center Use

Subject to District policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes: (Education Code 38131, 38132)

1. Public, literary, scientific, recreational, education or public agency meetings.
2. The discussion of matters of general or public interest.
3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization.
4. Childcare programs to provide supervision and activities for children of preschool and elementary school age.

(cf. 5148 - Child Care and Development)
(cf. 5148.2 - After School Programs)
(cf. 5148.3 - Preschool/Early Childhood Education)

5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies.
6. Supervised recreational activities including, but not limited to sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youths may participate regardless of religious belief or denomination.
7. A community youth center.
8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare.

(cf. 0450 - Comprehensive Safety Plan)

USE OF SCHOOL FACILITIES (cont.)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

9. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization

A veterans' organization means the American Legion, Veterans of Foreign Wars, Disabled American Veterans, United Spanish War Veterans, Grand Army of the Republic, or other duly recognized organization of honorably discharged soldiers, sailors, or marines of the United States, or any of their territories. (Military and Veterans Code 1800)

10. Other purposes deemed appropriate by the Board.

Direct Costs/Fair Rental Value

Groups whose activities are covered by the Civic Center Act will be charged a direct cost not to exceed:

1. The cost of a school employee's presence during the organization's use of the facilities if that employee would not otherwise be present as part of his/her normal duties.
2. The cost of custodial/maintenance/grounds, security service if the services are necessary and would not have otherwise been performed as part of normal duties.
3. The cost of food service personnel.
4. The cost of utilities directly attributable to the organization's use of facilities.
5. The cost of supplies directly attributable to the organization's use of facilities.

Any private groups, organization, or individual whose activities are not covered by the Civic Center Act and charge a fee to their participants shall be charged appropriate rental fees and shall be responsible for all direct costs. Applications for such activities shall be approved only upon specific authorization of the Board. Rental fees shall be in conformance with the schedule adopted by the Board of Education. This schedule is subject to be adjusted on an annual basis.

Restrictions

The District may exclude certain school facilities from nonschool use for safety or security reasons.

USE OF SCHOOL FACILITIES (cont.)

School facilities OR GROUNDS shall not be used for any of the following activities:

1. Any use by an individual or group for the commission of any crime or any act prohibited by law.
2. Any use which is inconsistent with the use of the school facilities for school purposes or which interferes with the regular conduct of school or school work.
3. Any use which involves the possession, consumption, or sale of DRUGS alcoholic beverages or any restricted substances, including tobacco.

(cf. 3513.3 - Tobacco-Free Schools)

4. Due to safety and security reasons, use of facilities such as classrooms, labs, libraries, and offices can be restricted. ANY USE WHICH INVOLVES THE POSSESSION, CONSUMPTION, OR SALE OF ALCOHOLIC BEVERAGES, EXCEPT FOR SPECIAL EVENTS APPROVED BY THE SUPERINTENDENT OR DESIGNEE PURSUANT TO BUSINESS AND PROFESSIONS CODE 25608 WHICH ARE COVERED BY A SPECIAL EVENTS PERMIT PURSUANT TO DIVISION 9 OF THE BUSINESS AND PROFESSIONS CODE AND WHICH WILL OCCUR AT A TIME WHEN STUDENTS ARE NOT ON THE GROUNDS. ANY SUCH USE OF SCHOOL FACILITIES SHALL BE SUBJECT TO ANY LIMITATIONS THAT MAY BE NECESSARY TO REDUCE RISKS TO THE DISTRICT AND ENSURE THE SAFETY OF PARTICIPANTS, AS DETERMINED BY THE SUPERINTENDENT OR DESIGNEE. APPLICABLE LIMITATIONS SHALL BE CLEARLY STATED IN THE FACILITY USE AGREEMENT TO BE SIGNED BY THE USER'S REPRESENTATIVE.
- ~~5. The use of school facilities for private parties, showers or receptions honoring individuals and the like, is not deemed to serve a public purpose and such use is prohibited.~~
- 6.5. No district site may be used for car washes or rummage sales unless the use is for school district organizations.
- 7.6. Due to safety/security reasons, activities such as, but not limited to, kite flying contests, swap meets, and model rocket launching are not permitted at school district sites.
- 8.7. Animals shall not be allowed on district property at any time during use of facilities with exception of police dogs, seeing-eye dogs, and dog obedience classes sponsored by county or city organizations.
- 9.8. The use of open flames such as candles is forbidden. Decorations must be

USE OF SCHOOL FACILITIES (cont.)

flameproof and shall be erected and taken down in a manner not destructive to school property.

- 40.9. Use of school facilities for the filming of commercial films, including feature movies, are considered to be outside the scope of the Civic Center Act (Education Code 38130-38136). As such, use of school facilities for filming purposes is permissible only with the approval of the Board of Education. Uses will be permitted only under circumstances that do not create disruption to the educational program. The Board of Education affirms its right to deny permission to film certain movies based solely upon their content.

The District may exclude certain school facilities from nonschool use for safety or security reasons.

Provisions for Facility Use

1. An employee shall be on duty whenever a facility is being used.
2. Use of cafeteria/kitchen facilities requires the supervision of Nutrition Services personnel. Use must be arranged with the Nutrition Services Department at the time of application.
3. Facilities are available during vacation periods only if the use does not conflict with cleaning and renovating activities and if necessary personnel are available for supervision.
4. Organizations shall not use any facility or equipment not approved in the permit.
5. Use of facilities shall not extend beyond the time specified in the permit. Parking shall be included as part of the permit process and will be limited to existing space in each facility's regular parking lot. Overflow parking on asphalt play area or grass fields is prohibited.

Damage and Liability

Groups, organizations, or persons using school facilities OR GROUNDS shall be liable for any property damage caused by the activity. The District may charge the amount necessary to repair the damages and may deny the group further use of school facilities OR GROUNDS. (Education Code 38134)

Any group or organization using school facilities or grounds shall be liable for any injuries resulting from its negligence during the use of district facilities or grounds. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk. (Education Code 38134)

USE OF SCHOOL FACILITIES (cont.)

Groups or organizations shall provide the District with evidence of insurance against claims arising out of the group's own negligence when using school facilities.

(Education Code 38134)

As permitted, the Superintendent or designee may require a hold harmless agreement and indemnification when warranted by the type of activity or the specific facilities being used.

(cf. 3515.21 - Unmanned Aircraft Systems (Drones))

Field/Athletic Use

The use of school athletic facilities will be determined on a priority basis. The highest priority will be reserved for school activities. The next priority will go to those activities controlled by county and city organizations based within the district boundaries and will be given priority over those from other areas. The district will determine time periods that facilities/fields will be made available.

All applications for the use of school athletic facilities shall be filed with the city recreation department sponsoring the event. Applications in accord with priorities established by the sports committee shall be directed to the site administrator and the Superintendent or designee for approval based upon site availability. The recreation department shall be responsible for informing the organization of approval and monitoring the usage of school athletic facilities.

School athletic facilities include: all field areas located at elementary, junior high and high school campuses, and all tennis courts, handball courts, gymnasiums and swimming pools.

Other facilities at a specific site may be defined as athletic facilities for the purpose of this policy only with the concurrence of the district's site administrator. All athletic facilities are subject to closure as determined necessary by the district.

Tennis courts will be available for use after school hours with priority given to school site requests. Use of tennis courts after dark will result in a charge for lights.

Qualified adult personnel trained in appropriate Red Cross CPR and lifeguard procedures shall be present at all times the pool is in use.

Any field/athletic user group must comply with terms and regulations set forth in any existing Joint Use Agreement between the district and the cities.

USE OF SCHOOL FACILITIES (cont.)**Application Requirements**

1. Any group or organization wishing to use district facilities shall apply using the district's online facilities use application process. Any group wishing to use district fields must apply at the respective city recreation department.
2. Only applications originating with established and responsible organizations shall be considered. Individuals must have sponsorship by a qualifying organization.
3. All groups qualifying for use must adhere to the rules and regulations set forth by the Board of Education. Each group will be held accountable for damages, and withdrawal of consideration upon subsequent request.

Construction by Community Group on School Property

Under no circumstances is a user group to build, modify, and/or renovate any district athletic facility. This is to include erecting storage buildings, making irrigation repairs or modifications, sod removal, changing backstops or adding to backstops. A group wishing to improve athletic facilities must get written permission from the district Maintenance Department before making any changes.

Requests to construct facilities on school property shall be evaluated by the Superintendent or designee, the Director of Maintenance, Operations, and Construction, and the appropriate site administrator. All such recommendations shall consider the compatibility of the request with the site's master plan and educational program. The district may stipulate conditions as determined necessary to ensure such compatibility. Requesting groups or organizations may be required to consent to contractual obligations for this purpose. Such obligations may include the eventual removal of the facilities in question.

Chino Valley Unified School District

Regulation approved: October 19, 1995

Revised: June 3, 1999

Revised: March 6, 2003

Revised: October 18, 2012

Revised: June 27, 2013

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 6, 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 1400 COMMUNITY RELATIONS –
RELATIONS BETWEEN OTHER GOVERNMENTAL AGENCIES
AND THE SCHOOLS**

=====

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 1400 Community Relations – Relations Between Other Governmental Agencies and the Schools is revised to delete material regarding the use of school facilities as a polling place, now addressed in BP 1330 – Use of School Facilities. Policy adds material on collaboration with local government agencies, formerly in BP 1020 – Youth Services.

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

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

RECOMMENDATION

It is recommended the Board of Education receive for information the revision of Board Policy 1400 Community Relations – Relations Between Other Governmental Agencies and the Schools.

FISCAL IMPACT

None.

NE:GJS:pw

RELATIONS BETWEEN OTHER GOVERNMENTAL AGENCIES AND THE SCHOOLS

The Board of Education BELIEVES THAT DISTRICT EFFORTS TO PROVIDE A HIGH-QUALITY EDUCATION FOR STUDENTS IN THE COMMUNITY CAN BE ENHANCED WITH COLLABORATION WITH OTHER GOVERNMENT AND PUBLIC AGENCIES THAT ARE RESPONSIBLE FOR THE ~~recognizes that agencies at all levels of government share its concern and responsibility for the welfare~~ health, and safety, AND WELL-BEING of CHILDREN AND youth. ~~The Board and district staff shall take every opportunity to work cooperatively with these agencies for the benefit of our students. The Superintendent or designee~~ DISTRICT SHALL initiate and maintain good working relationships with representatives of these LOCAL agencies ~~in order to~~ MAXIMIZE STUDENT AND FAMILY ACCESS TO SUPPORT SERVICES THAT WILL help District schools and students ACHIEVE TO THEIR HIGHEST POTENTIAL. ~~make use of the resources which governmental agencies can provide.~~

(cf. 0450 - Comprehensive Safety Plan)
 (cf. 5030 - Student Wellness)
 (cf. 5131.6 - Alcohol and other Drugs)
 (cf. 5141.32 - Health Screening for School Entry)
 (cf. 5141.4 - Child Abuse Prevention and Reporting)
 (cf. 5141.52 - Suicide Prevention)
 (cf. 5141.6 - School Health Services)
 (cf. 5146 - Married/Pregnant/Parenting Students)
 (cf. 5148 - Child Care and Development)
 (cf. 5148.2 - Before/After School Programs)
 (cf. 5148.3 - Preschool/Early Childhood Education)
 (cf. 6164.2 - Guidance/Counseling Services)
 (cf. 6173 - Education for Homeless Children)
 (cf. 6173.1 - Education for Foster Youth)

THE BOARD SHALL INITIATE OR PARTICIPATE IN COLLABORATIVE RELATIONSHIPS WITH CITY AND COUNTY ELECTED OFFICIALS TO DESIGN AND COORDINATE MULTI-AGENCY PROGRAMS THAT RESPOND TO THE NEEDS OF CHILDREN AND FAMILIES AND PROVIDE MORE EFFICIENT USE OF DISTRICT AND COMMUNITY RESOURCES. TO FURTHER SUCH COLLABORATIONS, THE BOARD MAY ESTABLISH OR PARTICIPATE IN FORMAL STRUCTURES FOR GOVERNANCE TEAMS TO REGULARLY MEET AND DISCUSS ISSUES OF MUTUAL CONCERN.

(cf. 0200 - Goals for the School District)
 (cf. 9140 - Board Representatives)

THE SUPERINTENDENT AND APPROPRIATE STAFF SHALL COOPERATE WITH GOVERNMENT AND PUBLIC AGENCIES IN THE PLANNING AND IMPLEMENTATION OF JOINT PROJECTS OR ACTIVITIES WITHIN THE COMMUNITY. THE SUPERINTENDENT OR DESIGNEE MAY DESIGNATE A COORDINATOR TO ENSURE EFFECTIVE IMPLEMENTATION OF THE DISTRICT'S RESPONSIBILITIES IN ANY SUCH COLLABORATIVE PROJECT.

RELATIONS BETWEEN OTHER GOVERNMENTAL AGENCIES AND THE SCHOOLS
(cont.)

IN ORDER TO IDENTIFY PRIORITIES FOR SERVICES, THE BOARD SHALL ENCOURAGE A PERIODIC ASSESSMENT OF CHILDREN'S NEEDS WITHIN THE COMMUNITY, WHICH MAY INCLUDE, BUT NOT BE LIMITED TO, NEEDS BASED ON POVERTY, CHILD ABUSE AND NEGLECT, POOR PHYSICAL OR MENTAL HEALTH, SUBSTANCE ABUSE, VIOLENCE, HOMELESSNESS, PLACEMENT IN FOSTER CARE, OR LACK OF ACCESS TO CHILD CARE. THE NEEDS ASSESSMENT SHOULD ALSO EXAMINE THE EXTENT TO WHICH THOSE NEEDS ARE BEING MET THROUGH EXISTING SERVICES IN THE DISTRICT AND IN THE COMMUNITY, THE COSTS OF PROVIDING THOSE SERVICES, AND ANY GAPS, DELAY, OR DUPLICATION OF SERVICES.

THE BOARD SHALL APPROVE THE SERVICES TO BE OFFERED BY THE DISTRICT, THE RESOURCES THAT WILL BE ALLOCATED TO SUPPORT COLLABORATION, ANY USE OF SCHOOL FACILITIES FOR SERVICES, AND ANY DEVELOPMENT OR JOINT USE OF FACILITIES WITH OTHER JURISDICTIONS. ALL AGREEMENTS WITH OTHER AGENCIES TO COORDINATE SERVICES OR SHARE RESOURCES SHALL BE IN WRITING. THE BOARD MAY ESTABLISH JOINT POWERS AGREEMENTS OR MEMORANDUMS OF UNDERSTANDING, WHEN FEASIBLE, TO FORMALIZE THE RESPONSIBILITIES AND LIABILITIES OF ALL PARTIES IN A COLLABORATIVE ACTIVITY.

(cf. 1330 - Use of School Facilities)
(cf. 1330.1 - Joint Use Agreement)
(cf. 3100 - Budget)

THE SUPERINTENDENT OR DESIGNEE SHALL WORK WITH INTERAGENCY PARTNERS TO EXPLORE FUNDING OPPORTUNITIES AVAILABLE THROUGH EACH AGENCY, STATE AND NATIONAL GRANT PROGRAMS, AND/OR PRIVATE FOUNDATIONS FOR YOUTH SERVICE COORDINATION AND DELIVERY.

IN ORDER TO FACILITATE SERVICE DELIVERY OR DETERMINATION OF ELIGIBILITY FOR SERVICES, THE DISTRICT MAY SHARE INFORMATION WITH OTHER APPROPRIATE AGENCIES AS LONG AS THE PARENT/GUARDIAN CONSENTS AND THE INFORMATION IS SHARED IN ACCORDANCE WITH LAWS PERTAINING TO CONFIDENTIALITY AND PRIVACY.

(cf. 3553 - Free and Reduced Price Meals)
(cf. 5125 - Student Records)

THE BOARD SHALL RECEIVE REGULAR REPORTS OF PROGRESS TOWARD THE IDENTIFIED GOALS OF THE COLLABORATIVE EFFORT. THE REPORTS MAY INCLUDE, BUT NOT BE LIMITED TO, FEEDBACK FROM STAFF AND FAMILIES REGARDING SERVICE DELIVERY, NUMBERS OF CHILDREN AND FAMILIES

RELATIONS BETWEEN OTHER GOVERNMENTAL AGENCIES AND THE SCHOOLS (cont.)

SERVED, SPECIFIC INDICATORS OF CONDITIONS OF CHILDREN, AND INDICATORS OF SYSTEM EFFICIENCY AND COST EFFECTIVENESS.

(cf. 0500 - Accountability)

THE BOARD SHALL COMMUNICATE WITH THE COMMUNITY ABOUT THE DISTRICT'S COLLABORATIVE EFFORTS AND THE CONDITIONS OF CHILDREN WITHIN THE SCHOOLS. THE BOARD MAY ADVOCATE FOR LOCAL, STATE, AND NATIONAL POLICIES, PROGRAMS, AND INITIATIVES DESIGNED TO IMPROVE THE CONDITIONS OF CHILDREN AND YOUTH.

(cf. 1100 - Communication with the Public)
(cf. 1160 - Political Processes)
(cf. 9000 - Role of the Board)
(cf. 9322 - Agenda/Meeting Materials)

~~The District may enter into agreements with other agencies which involve the exchange of funds or reciprocal services. Such agreements shall be approved by the Board and executed in writing.~~

Elections/Voter Registration

~~If a city or county elections official specifically requests the use of a school building as a polling place, the Board shall allow its use for such purpose. The Board may authorize the use of school buildings as polling places on any election day, and may also authorize the use of school buildings, without cost, for the storage of voting machines and other vote tabulating devices. If school will be in session, the Superintendent or designee shall identify to elections officials the specific areas of the school buildings not occupied by school activities that will be allowed for use as polling places. (Elections Code 12283)~~

~~(cf. 6111 - School Calendar)~~

~~When a school is used as a polling place, the Superintendent or designee shall provide the elections official a site with an adequate amount of space that will allow the precinct board to perform its duties in a manner that will not impede, interfere, or interrupt the normal process of voting and shall make a telephone line for Internet access available for use by local elections officials if so requested. He/she shall make a reasonable effort to ensure that the site is accessible to disabled persons. (Elections Code 12283)~~

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

~~The Superintendent or designee shall designate a contact person at each high school for the Secretary of State to contact in order to facilitate the distribution of voter registration~~

RELATIONS BETWEEN OTHER GOVERNMENTAL AGENCIES AND THE SCHOOLS (cont.)

~~forms to eligible students. The Superintendent or designee shall provide the address, phone number, and email address of each contact person to the Secretary of State. (Elections Code 2148)~~

~~To encourage students to participate in the elections process when they are eligible, the Superintendent or designee shall determine the most effective means of distributing the voter registration forms provided by the Secretary of State including, but not limited to, distributing the forms at the start of the school year, with orientation materials, at central locations, and/or with graduation materials.~~

~~(cf. 6142.3 - Civic Education)~~

Legal Reference:

EDUCATION CODE

8800-8807 Healthy Start support services for children
10900-10914.5 Cooperative community recreation programs
49073 Privacy of student records
49075 Parent/guardian permission for release of student records
49557.2 Sharing of information for MediCal eligibility

HEALTH AND SAFETY CODE

120440 Immunization records; release to local health departments
130100-130155 Early childhood development; First 5 Commission

WELFARE AND INSTITUTIONS CODE

5850-5883 Mental Health Services Act
18961.5 Computerized database; families at risk for child abuse; sharing of information
18980-18983.8 Child Abuse Prevention Coordinating Council
18986-18986.30 Interagency Children's Services Act
18986.40-18986.46 Multidisciplinary services teams
18986.50-18986.53 Integrated day care program
18987.6-18987.62 Family-based services

Management Resources:

CITIES, COUNTIES AND SCHOOLS PARTNERSHIP PUBLICATIONS

Healthy Children, Healthy Communities: An Action Guide for California Communities, 2006
Stretching Community Dollars: Cities, Counties and School Districts Building for the Future, 2006

YOUTH LAW CENTER PUBLICATIONS

Model Form for Consent to Exchange Confidential Information among the Members of an Interagency Collaborative, 1995

WEBSITES

California School Boards Association: www.csba.org
California Department of Education, Learning Support: www.cde.ca.gov/ls
California Department of Public Health: www.cdph.ca.gov
Department of Social Services: www.dss.cahwnet.gov California
California State Association of Counties: www.csac.counties.org
Children Now: www.childrennow.org

RELATIONS BETWEEN OTHER GOVERNMENTAL AGENCIES AND THE SCHOOLS
(cont.)

Cities, Counties, and Schools Partnership: www.ccspartnership.org

First 5 California: www.cafc.ca.gov

League of California Cities:

Youth Law Center: www.ylc.org

Chino Valley Unified School District

Policy adopted: October 19, 1995

Revised: April 1, 2010

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 6, 2018
TO: Members, Board of Education
FROM: Karen England, Executive Director, Capitol Resource Institute
**SUBJECT: REQUEST TO PUT ITEM ON THE AGENDA PURSUANT TO
BYLAW OF THE BOARD 9322—AGENDA/MEETING MATERIALS
REGARDING MODEL PARENTAL RIGHTS IN CHILD’S
EDUCATION**

=====

BACKGROUND

Board Bylaw 9322 Agenda/Meeting Materials states in part, “Any Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting.... The Board president and Superintendent shall decide whether a request is within the subject matter jurisdiction of the Board.” Additionally, Board Bylaw 9310 Board Policies states in part, “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.”

Karen England, Executive Director, Capitol Resource Institute, requested the attached policy be placed on the September 6, 2018 regular meeting agenda of the Board of Education pursuant to Education Code 35145.5. Ms. England’s position is that schools can and should adopt policies that respect parental rights, and that both the U.S. Supreme Court and California courts recognize that parents possess a fundamental right to direct the upbringing and education of their children.

RECOMMENDATION

It is recommended the Board of Education discuss the proposed policy regarding Model Parental Rights in Child’s Education.

FISCAL IMPACT

None.

pk

Capitol Resource Institute

www.CapitolResource.org

Model Parental Rights in Child's Education Policy

SECTION 1. DEFINITIONS.

As used in this policy:

- (a) COMPREHENSIVE SEXUAL HEALTH EDUCATION has the meaning set forth in California Education Code § 51931(b).
- (b) HIV PREVENTION EDUCATION has the meaning set forth in California Education Code § 51931(d).
- (c) FAMILY LIFE EDUCATION means instruction, materials, presentations, or programming that discuss gender, gender identity, gender expression, sexual orientation, discrimination, harassment, bullying, intimidation, relationships, or family.
- (d) PHYSICAL PRIVACY CONCERN means any circumstances where a child may be in a state of undress in the same room as someone of the opposite biological sex while on school premises or, if not on school premises, while under the supervision of school personnel. The term includes, but is not limited to, the presence of any person on school premises who asserts a gender identity different from the person's biological sex and who is permitted by policy, practice, or law to access restrooms, locker rooms, showers, and overnight accommodations consistent with the person's gender identity.

SECTION 2. RIGHT TO NOTIFICATION OF INSTRUCTION IN COMPREHENSIVE SEXUAL HEALTH EDUCATION, HIV PREVENTION EDUCATION, RESEARCH ON PUPIL HEALTH BEHAVIORS AND RISKS, AND FAMILY LIFE EDUCATION.

- (a) A parent or guardian of a pupil has the right to excuse their child from all or part of comprehensive sexual education, HIV prevention education, and family life education through a passive consent ("opt-out") process.
- (b) At the beginning of each school year, or, for a pupil who enrolls in a school after the beginning of the school year, at the time of that pupil's enrollment, each school shall notify the parent or guardian of each pupil about instruction in comprehensive sexual health education, HIV prevention education, and family life education planned for the coming year. The notice shall do all of the following:
 - (1) Advise the parent or guardian that written and audiovisual educational materials used in comprehensive sexual health education, HIV prevention education, and family life education are available for inspection.
 - (2) Advise the parent or guardian whether the comprehensive sexual health education, HIV prevention education, and/or family life education will be taught by school district personnel or by outside consultants. A school may provide comprehensive sexual health education, HIV prevention education and/or family life education, to be taught by outside consultants, and may hold an assembly to deliver comprehensive sexual health education, HIV prevention education, and/or family life education by guest speakers, but if it elects to provide comprehensive sexual health education, HIV prevention education, and/or family life education in either of these manners, the notice shall include the date of the instruction, the name of the organization or affiliation of each guest speaker, and information stating the right of the

parent or guardian to request a copy of California Education Code Section 51933, and Section 51934. If arrangements for this instruction are made after the beginning of the school year, notice shall be made by mail or another commonly used method of notification, no fewer than 14 days before the instruction is delivered.

- (3) Include information explaining the parent's or guardian's right to request a copy of this policy.
- (4) Advise the parent or guardian that the parent or guardian has the right to excuse their child from comprehensive sexual health education, HIV prevention education, and family life education and that in order to excuse their child they must state their request in writing to the school district.

SECTION 3. RIGHT TO NOTIFICATION OF PHYSICAL PRIVACY CONCERNS.

(c) At the beginning of each school year, or, for a pupil who enrolls in a school after the beginning of the school year, at the time of that pupil's enrollment, each school shall notify the parent or guardian of each pupil about any physical privacy concern planned for the coming year. If a physical privacy concern occurs after the beginning of the school year, notice shall be made by mail or another commonly used method of notification to each parent or guardian no less than 14 days before the occurrence of a physical privacy concern; or if a physical privacy concern occurs without the prior knowledge of school personnel, within twenty-four (24) hours of any school personnel first learning of the physical privacy concern. The notice shall do all of the following:

- (1) Advise the parent or guardian of the specific circumstances resulting in the physical privacy concern, provided however that the notice shall not include any personal identifying information.
- (2) Advise the parent or guardian of any activities, including school activities and overnight trips, that will be impacted by the physical privacy concern.
- (3) Advise the parent or guardian that the parent or guardian has the right to excuse their child from participating in any instruction or school activities that create a physical privacy concern and that in order to excuse their child they must state their request in writing to the school district.
- (4) Advise the parent or guardian that the parent or guardian has the right to
 - a. obtain a privacy accommodation for their child, such as a single-user restroom, locker room or similar facility, while on school premises or attending school-sponsored events, and
 - b. obtain lodging accommodations for their child during any school-related overnight trips, such as a separate hotel room or lodging where the sleeping quarters and restrooms, showers and locker rooms are limited to members of the same biological sex,
- (5) Advise the parent or guardian that in order to obtain privacy or lodging accommodations for their child, they must state their request in writing to the school district.
- (6) Include information explaining the parent's or guardian's right to request a copy of this policy.

SECTION 4. SCHOOL'S RESPONSIBILITIES.

- (a) The school shall be responsible for ensuring that every parent or guardian receives all written notices. Any failure to properly notify a parent or guardian that results in a child receiving comprehensive sexual health education, HIV prevention education, or family life education against the wishes of the parent or being exposed to a physical privacy concern against the wishes of the parent shall be considered the fault of the school.
- (b) The school shall be responsible for removing a parent's or guardian's child at the proper times according to the parent's or guardian's opt-out request as indicated in the signed statement from the parent or guardian. The school shall follow the parent's or guardian's opt-out request until the school is notified in writing by parent or guardian that their opt-out request has changed.
- (c) The school shall be responsible for ensuring that there are sufficient facilities to accommodate all children whose parents or guardians have requested privacy or lodging accommodations. The school shall also be responsible for ensuring that no child is coerced or pressured into circumstances that create a physical privacy concern.
- (d) The school shall be responsible for ensuring that no child participates in a school activity of which a parent or guardian has opted their child out.