



CHINO VALLEY
UNIFIED SCHOOL DISTRICT

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

BOARD OF EDUCATION AGENDA

October 4, 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
4:00 p.m. – Closed Session • 7:00 p.m. – Regular Meeting
October 4, 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 – 4:00 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. Conference with Legal Counsel Anticipated Litigation Significant Exposure to Litigation Pursuant to Government Code 54954.5 and paragraph (2) or (3) of subdivision (d) of section 54956.9: Two potential cases (Fagen Friedman & Fulfroft) (60 minutes)
- e. Public Employee Complaint Hearing Pursuant to Administrative Regulation 4031 (Government Code 54957): (60 minutes)
- f. Public Employee Discipline/Dismissal/Release: Government Code 54957: (15 minutes)
- g. Public Employee Appointment: Government Code 54957: Director, Human Resources. (5 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

1. Don Lugo HS: Quest News

- 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. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT
II.A.1. Public Hearing Regarding the Sufficiency of Instructional Materials 2018/2019 and Adoption of Resolution 2018/2019-21

Page 8

Recommend the Board of Education conduct a public hearing regarding the Sufficiency of Instructional Materials 2018/2019 and adopt Resolution 2018/2019-21.

Open Hearing _____

Close Hearing _____

Motion ____ Second ____

Preferential Vote: ____

Vote: Yes ____ No ____

II.B. FACILITIES, PLANNING, AND OPERATIONS
II.B.1. Resolution 2018/2019-20 Adopting the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program, Approving the Project, and Delegating Authority to Staff to Execute the Notice of Determination for the Chino HS Reconstruction Project

Page 13

Recommend the Board of Education adopt Resolution 2018/2019-20, the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program; approve the project; and delegate authority to staff to execute the Notice of Determination for the Chino HS Reconstruction project.

Motion ____ Second ____

Preferential Vote: ____

Vote: Yes ____ No ____

II.C. HUMAN RESOURCES**II.C.1. Compensation Increase for Workforce Innovation and Opportunity ACT (WIOA) Students**

Page 36

Recommend the Board of Education approve a compensation increase for Workforce Innovation and Opportunity Act (WIOA) Students.

Motion ____ Second ____

Preferential Vote: ____

Vote: Yes ____ No ____

II.C.2. Public Notice and Hearing Regarding the California School Employees Association and its Chino Chapter 102, Initial Bargaining Proposal to the Chino Valley Unified School District for a Successor Collective Bargaining Agreement Effective July 1, 2018

Page 38

Recommend the Board of Education give public notice and conduct a public hearing regarding the California School Employees Association and its Chino Chapter 102, Initial Bargaining Proposal to the Chino Valley Unified School District for a successor Collective Bargaining Agreement Effective July 1, 2018.

Open Hearing ____

Close Hearing ____

Motion ____ Second ____

Preferential Vote: ____

Vote: Yes ____ No ____

III. CONSENT

Motion ____ Second ____

Preferential Vote: ____

Vote: Yes ____ No ____

III.A. ADMINISTRATION**III.A.1. Minutes of the September 20, 2018 Regular Meeting**

Page 42

Recommend the Board of Education approve the minutes of the September 20, 2018 regular meeting.

III.A.2. Revision of Board Policy 2121 Administration—Superintendent's Contract

Page 48

Recommend the Board of Education approve the revision of Board Policy 2121 Administration—Superintendent's Contract.

III.A.3. Revision of Board Policy 2210 Administration—Administrative Discretion Regarding Board Policy

Page 56

Recommend the Board of Education approve the revision of Board Policy 2210 Administration—Administrative Discretion Regarding Board Policy.

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

Page 61

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

III.B.2. 2018/2019 Applications to Operate Fundraising Activities and Other Activities for the Benefit of Students

Page 62

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.3. Fundraising Activities

Page 64

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

III.B.4. Donations

Page 67

Recommend the Board of Education accept the donations.

III.B.5. Legal Services

Page 69

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

III.B.6. Revision of Board Policy 3551 Business and Noninstructional Operations—Nutrition Services Operations/Cafeteria Fund

Page 70

Recommend the Board of Education approve the revision of Board Policy 3551 Business and Noninstructional Operations—Nutrition Services Operations/Cafeteria Fund.

III.C. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT**III.C.1. School-Sponsored Trips**

Page 76

Recommend the Board of Education approve the following school-sponsored trips: Ayala HS; Chino HS; Chino Hills HS; and Don Lugo HS.

III.C.2. Memorandum of Understanding between Chino Valley Unified School District and Chaffey Community College District for Dual Enrollment Credit

Page 78

Recommend the Board of Education approve the Memorandum of Understanding between Chino Valley Unified School District and Chaffey Community College District for Dual Enrollment Credit.

III.C.3. Proclamation for Red Ribbon Week, October 23-31, 2018

Page 87

Recommend the Board of Education adopt the proclamation for Red Ribbon Week, October 23-31, 2018.

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. Notice of Completion for CUPCCAA Projects

Page 99

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

III.D.5. Change Order and Notice of Completion for Bid 17-18-19F, Ayala HS, Chino Hills HS, and Don Lugo HS Tennis Court Resurfacing

Page 100

Recommend the Board of Education approve the change order and Notice of Completion for Bid 17-18-19F, Ayala HS, Chino Hills HS, and Don Lugo HS Tennis Court Resurfacing.

III.D.6. Reimbursement Agreement for DSA Inspection Services Through the City of Chino Hills

Page 103

Recommend the Board of Education approve the Reimbursement Agreement for DSA Inspection services through the city of Chino Hills.

III.E. HUMAN RESOURCES**III.E.1. Certificated/Classified Personnel Items**

Page 109

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

III.E.2. Memorandum of Understanding for the California Agricultural Teachers' Induction Program with the Sutter County Superintendent of Schools

Page 114

Recommend the Board of Education approve the Memorandum of Understanding for the California Agricultural Teachers' Induction Program with the Sutter County Superintendent of Schools.

IV. INFORMATION

IV.A. BUSINESS SERVICES

IV.A.1. Revision of Administrative Regulation 3230 Business and Noninstructional Operations—Federal Grant Funds

Page 117

Recommend the Board of Education receive for information the revision of Administrative Regulation 3230 Business and Noninstructional Operations—Federal Grant Funds.

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

IV.B.1. Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for July through September 2018

Page 123

Recommend the Board of Education receive for information the Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for July through September 2018.

V. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

VI. ADJOURNMENT

Chino Valley Unified School District

Our Motto:

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

DATE: October 4, 2018

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction,
Innovation, and Support
Luke Hackney, Director, Elementary Curriculum
Julian Rodriguez, Director, Secondary Curriculum
Troy Ingram, Coordinator, Innovation and Creative Services

**SUBJECT: PUBLIC HEARING REGARDING THE SUFFICIENCY OF
INSTRUCTIONAL MATERIALS 2018/2019 AND ADOPTION OF
RESOLUTION 2018/2019-21**

=====

BACKGROUND

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

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

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

RECOMMENDATION

It is recommended the Board of Education conduct a public hearing regarding the Sufficiency of Instructional Materials 2018/2019 and adopt Resolution 2018/2019-21.

FISCAL IMPACT

None.

NE:LF:LH:JR:TI:tr

**Chino Valley Unified School District
Resolution 2018/2019-21
Sufficiency of Instructional Materials**

WHEREAS, the Board of Education of the Chino Valley Unified School District, in order to comply with the requirements of Education Code 60119, held a public hearing on October 4, 2018, at 7:00 pm, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours;

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

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

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

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

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

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

English/Language Arts/English Language Development

- TK MacMillan/McGraw-Hill; Little Treasures (All Day National Kit, Read Aloud Big Books, Trade Books, plus additional components) 2012
- K-6 McGraw-Hill School Education; CA Reading Wonders ELA/ELD, 2017
- 7-8 Houghton Mifflin Harcourt; California Collections Student Edition, 2017
- 7-12 Houghton Mifflin; Scholastic: Read 180, 2017
- 9-12 Prentice Hall: Timeless Voices; Timeless Themes, 2002
- 9-12 Center for Advancement of Reading, California State University: Expository Reading and Writing Course, Student Reader, Second Edition, 2013
- 9-12 National Geographic Learning/Cengage Learning; EDGE, Second Edition, 2014

Mathematics

- TK MacMillan/McGraw-Hill; Little Treasures (All Day National Kit, Read Aloud Big Books, Trade Books, plus additional components) 2012
- K-5 Pearson Scott Foresman; enVision Math, 2015
- 6-8 Houghton Mifflin & Harcourt, Big Ideas Math, Course 1, Course 2, and Course 3, 2015
- 8-12 McGraw Hill – Integrated Math I, Integrated Math II, and Integrated Math III, 2012
- 9-12 Carnegie Learning; Geometry, A Common Core Math Program, 2011
- 9-12 Glencoe; Elementary Statistics, 2006
- 9-12 Holt McDougal; Mathematics Explorations in Core Math for Common Core Algebra 2, 2010
- 9-12 Houghton Mifflin & Harcourt: PreCalculus with Limits, 2010
- 9-12 Pearson Addison Wesley: Stats Modeling the World, Second Edition, 2010
- 9-12 Pearson Prentice Hall: Calculus, Third Edition, 2010
- 9-12 Pearson Prentice Hall: PreCalculus, 2010
- 11-12 South-Western Cengage Learning: Financial Algebra: Advanced Algebra with Financial Applications, 2017

History/Social Science

- TK MacMillan/McGraw-Hill; Little Treasures (All Day National Kit, Read Aloud Big Books, Trade Books, plus additional components) 2012
- K-5 Harcourt School Publishers; Reflections: California Series, 2007
- 6-8 Holt, Rinehart and Winston; Ancient Civilizations, 2006
- 9-12 Prentice Hall; World History: The Modern World, 2007
- 9-12 Holt, Reinhart and Winston; American Anthem: Modern American History, 2007
- 9-12 Bedford; American's History, 2007
- 9-12 Glencoe/McGraw-Hill; United States Government: Democracy in Action, 2006
- 9-12 McDougal Littell; American Government: Institutions & Policies, 2006
- 9-12 Prentice Hall; Economics, Principles in Actions, 2007
- 9-12 Cengage; Western Civilization: Since 1300, Tenth Edition, 2018
- 9-12 Bedford, Freeman and Worth Publishing Group; America's History for the AP Course, Ninth Edition, 2014
- 9-12 BFW/Worth Publishers; Krugman's Economics for AP, Second Edition, 2011

Science

- TK MacMillan/McGraw-Hill; Little Treasures (All Day National Kit, Read Aloud Big Books, Trade Books, plus additional components) 2012
- K-5 Houghton Mifflin Company; Houghton Mifflin California Science, 2007
- 6 Pearson Scott Foresman; Earth Science, 2008
- 7-8 Pearson Prentice Hall; Prentice Hall California Science Explorer, Focus on Earth, Life, and Physical Science, 2008
- 9-12 Pearson Prentice Hall; Earth Science, 2006
- 9-12 Pearson Prentice Hall; Biology, 2007
- 9-12 Pearson Prentice Hall; Chemistry, 2007
- 9-12 Glencoe; Physics: Principles and Problems, 2008
- 9-12 Wiley; Environmental Science: Earth as a Living Planet, 2007

WHEREAS, sufficient textbooks or instructional materials were provided to each student enrolled in foreign language or health classes:

Foreign Language

- 9-12 Prentice Hall; Realidades, Book 1 and 2, 2004
- 9-12 Wayside Publishing; Azulejo, 2002
- 9-12 Harcourt School Publishers; Nuevas Vista, Book 1 and 2, 2003
- 9-12 Vista Higher Learning; Descubre 3, 2017
- 9-12 Vista Higher Learning; Temas, AP Spanish Language and Culture, 2014
- 9-12 Houghton Mifflin Harcourt; Abriendo Puertas: Ampliando Perspectives, 2013
- 9-12 EMC/Paradigm Publishing; C'est a Toi Book 1, 2, and 3, 2002
- 9-12 Vista Higher Learning; D'accord! 3, 2015
- 9-12 Vista Higher Learning; Themes AP French Language and Culture, 2016
- 9-12 Yale University Press; French in Action, Part 2, 2015
- 9-12 Holt, Reinhart and Winston; Komm Mit! Book 1, 2, and 3, 2003
- 9-12 Spinner Publications; Bom Dia! Book 1 and 2, 2004 and 2007
- 9-12 Joint Publishing; Chinese Made Easy, 2006
- 9-12 EMC Publishing, LLC; Zhen Bang!, Chinese 3, 2013
- 9-12 Cheng and Tsui; Adventures in Japanese 1 and 2, 1998
- 9-12 The Japan Times; Genki: An Integrated Course in Elementary Japanese II, 2011
- 9-12 DawnSignPress; Vista Signing Naturally, Level 2 and 3, 1992 and 2001

Health

- 9-12 Glencoe; Glencoe Health, 2009

WHEREAS, laboratory science equipment was available for science laboratory classes offered in grades 9-12 inclusive.

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

The Chino Valley Unified School District will audit textbook adoptions annually to ensure that outdated editions of textbooks or textbooks no longer in print are replaced and adopted by the Board of Education.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 4th day of October 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: October 4, 2018

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: **RESOLUTION 2018/2019-20 ADOPTING THE MITIGATED NEGATIVE DECLARATION AND THE MITIGATION MONITORING AND REPORTING PROGRAM, APPROVING THE PROJECT, AND DELEGATING AUTHORITY TO STAFF TO EXECUTE THE NOTICE OF DETERMINATION FOR THE CHINO HS RECONSTRUCTION PROJECT**

=====

BACKGROUND

The Chino Valley Unified School District is proposing to reconstruct the academic core of the Chino HS campus. The District would demolish approximately 147,891 square feet (sf) of permanent buildings, 149,502 sf of sports facilities, and remove 18,244 sf of seven portable buildings. The project would construct approximately 285,473 sf of permanent buildings and 209,936 sf of sports facilities. The east end of the campus would remain the same, including the football stadium, varsity baseball field, tennis courts, student parking lot, and gymnasium (20,665 sf). At project buildout in 2024, student capacity would be 2,500; an increase of 69 seats over the existing 2,431 capacity. A total of approximately 774 parking spaces would be provided on campus; an increase of 241 spaces.

Through the preparation of an initial study, the District determined that a Mitigated Negative Declaration is the appropriate environmental impact analysis document for compliance with California Environmental Quality Act. The Mitigated Negative Declaration was prepared and circulated for the required 30-day public review.

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

RECOMMENDATION

It is recommended that the Board of Education adopt Resolution 2018/2019-20, the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program; approve the project; and delegate authority to staff to execute the Notice of Determination for the Chino HS Reconstruction project.

FISCAL IMPACT

None.

NE:GJS:pw

**Chino Valley Unified School District
Resolution 2018/2019-20
Adopting the Mitigated Negative Declaration and the Mitigation Monitoring and
Reporting Program, Approving the Project, and Delegating Authority to Staff to
Execute the Notice of Determination for the Chino HS Reconstruction Project**

WHEREAS, Chino High School is at 5472 Park Place (Assessor Parcel Numbers [APNs] 1015-591-02, 1015-401-01, 1015-581-01, and 1015-591-01) in the City of Chino, in San Bernardino County, California ("Project Site"); and

WHEREAS, the Chino Valley Unified School ("District") proposes to implement the Chino High School Reconstruction Project ("Project"); and

WHEREAS, the District is a public-school district organized and existing under the laws of the State of California; and

WHEREAS, the District is the lead agency as defined in Public Resources Code Section 21067 and prior to approval of the Project, the District must comply with the California Environmental Quality Act ("CEQA"); and

WHEREAS, the District prepared an Initial Study to evaluate the Project and determined that preparation of a Mitigated Negative Declaration ("MND") was appropriate to document the environmental review of the Project under CEQA (Public Resources Code section 21000 et seq.) and the CEQA Guidelines (California Code Regulations, Title 14, Section 15000 et seq.); and

WHEREAS, In compliance with CEQA Guidelines section 15072 and 15073 the District made the MND available to the public and all potentially interested, responsible, and trustee agencies for review and comment during the 30-day public review and comment period beginning August 22, 2018, and ending September 21, 2018; submitted the MND and Notice of Intent (NOI) to Adopt an MND to the Office of Planning and Research, State Clearinghouse for distribution to state agencies (SCH No. 2018081057); sent the MND and NOI to local agencies; posted the NOI in the office of the San Bernardino County Clerk-Recorder; published the NOI in a local newspaper of general circulation; posted the NOI at the project site and on the District's website; made the MND available for public review at Chino High School, Chino Library, and the District office; and

WHEREAS, three comment letters were received during the 30-day public comment period (Gabrieleno Band of Mission Indians-Kizh Nation, Prime Healthcare, and the City of Chino); and

WHEREAS, the District prepared a Mitigation Monitoring and Reporting Program that outlines measures to reduce identified environmental impacts; and

WHEREAS, the Board of Education held a duly noticed public meeting on October 4, 2018, for the purposes of considering adoption of the MND and MMRP; and

WHEREAS, an MND and MMRP have been prepared in compliance with CEQA and reflect the Board's independent judgment and analysis; and

WHEREAS, the Board of Education has endeavored in good faith to set forth the basis of its decision, and all the findings and conclusions made by the Board pursuant to this Resolution are based upon all of the oral and written evidence presented to it and taken as a whole, and are not based solely on the information provided in this Resolution; and

WHEREAS, prior to taking this action, the Board received and carefully reviewed the MND, public and agency comments on the MND, and the MMRP, and

WHEREAS, all legal prerequisites to the adoption of this Resolution have been met.

NOW, THEREFORE, BE IT RESOLVED The Board of Education of the Chino Valley Unified School District does hereby resolve that:

1. The foregoing recitals are true and correct.
2. As the decision-making body for the Project, the Board has reviewed and considered the information contained in the MND (includes the supporting Initial Study), MMRP, and the administrative record for the Project, including any project-related oral and written comments received.
3. The MND and MMRP have been prepared in accordance with CEQA Guidelines Section 15070 to 15075 and contain a complete and accurate reporting of the project-related environmental impacts.
4. The Board finds, with mitigation measures incorporated, there is no substantial evidence in the record supporting a fair argument that the project may result in a significant environmental impact.
5. The MND and MMRP reflect the independent judgement and analysis of the Board.
6. The Board hereby adopts the MND and MMRP.
7. The Board hereby approves the Project.
8. The Board hereby directs all documents and other materials constituting the record of proceedings for the Project approval be maintained by the Superintendent or designee on file at the Chino Valley Unified School District, Facilities, Planning, and Operations office, 5130 Riverside Drive, Chino, CA 91710.

9. The Board hereby delegates authority to District staff to cause a Notice of Determination to be filed with the San Bernardino County Clerk-Recorder and the Office of Planning and Research within five (5) working days of project approval.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 4th day of October 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



GABRIELENO BAND OF MISSION INDIANS - KIZH NATION

Historically known as The San Gabriel Band of Mission Indians
recognized by the State of California as the aboriginal tribe of the Los Angeles basin

Notice of Intent to Adopt An Initial Study/ Mitigated Negative Declaration

September 19, 2018

Greg Stachura

City of Chino

5130 Riverside Drive,

Chino, CA 91710

Good afternoon Greg Stachura,

We have received your Notice of Intent to adopt a Negative Declaration for this project the Chino High School Reconstruction in the location of the county of San Bernardino. Our Tribal Government would like to be consulted if any ground disturbance will be conducted for this project.

Sincerely Lexie

Gabrieleno Band of Mission Indians/Kizh Nation

(1844) 390-0787 Office



September 21, 2018

Chino Valley Unified School District
Board of Education
5130 Riverside Drive
Chino, CA 91710

Re: Proposed Adoption of a Mitigated Negative Declaration on the Chino High School Reconstruction Project

Esteemed Members of the Board,

I am writing on behalf of Prime Healthcare, an award-winning national hospital system and parent company of Chino Valley Medical Center, in regards to the Board's intent to adopt a Mitigated Negative Declaration on the proposed Chino High School Reconstruction Project, located a half mile from the Chino Valley Medical Center campus.

Prime Healthcare and Chino Valley Medical Center understand and support the urgent need to reconstruct the academic core of the Chino High School campus, and the invaluable contribution such a project would make toward improving and expanding educational opportunities for our community's youth. Prime Healthcare and its founder, Dr. Prem Reddy, has always supported educational programs and academic endeavors, donating millions of dollars toward college scholarships and facility construction from the high school to college level, including at Chino High School.

That said, we would like to raise some concerns about the impact that this project might have on Chino Valley Medical Center and its ability to continue to provide timely, vital and award-winning healthcare to the people of Chino and surrounding communities.

Among our primary concerns are the impact that the proposed project would have through increased traffic flow along Jefferson Avenue and in front of our Emergency Department, particularly during construction and after completion during peak times while school is in session; the potential reduction in Chino Valley employee and patient parking along Jefferson Avenue; and the potential elimination of our hospital's ability to use the existing sports fields for helicopter evacuations.

Therefore, we respectfully ask to confer with school district officials to explore ways to mitigate these concerns, including exploring the possibility of utilizing district property for parking as





well as ambulance use. In addition, we would also ask that the district's facilities director share detailed plans and the district's traffic flow study, so we can further assess and understand the potential impacts this project might have on Chino Valley Medical Center's purveyance of quality, life-saving care for the community and determine the best way to balance the healthcare and educational needs of the entire Chino Valley.

We look forward to an ongoing and open dialogue. Please contact Chino Valley Medical Center's CEO, Timothy Moran, at 909.464.8604 if you have any questions.

Sincerely,

Fred Ortega
Senior Director of Government Relations

CC: Superintendent Norm Enfield, Ed.D.



EUNICE M. ULLOA
Mayor

TOM HAUGHEY
Mayor Pro Tem



EARL C. ELROD
GARY GEORGE
PAUL A. RODRIGUEZ, Ed.D.
Council Members

MATTHEW C. BALLANTYNE
City Manager

CITY of CHINO

September 21, 2018

Greg Stachura, Assistant Superintendent
Chino Valley Unified School District
Facilities, Planning, and Operations Division
5130 Riverside Drive
Chino, CA 91710

RE: Response to Notice of Intent to adopt a Mitigated Negative Declaration (MND) for the Chino High School Reconstruction project

Dear Mr. Stachura:

Thank you for providing the City of Chino an opportunity to comment on the potential environmental issues related to the proposed Chino High School reconstruction project. The City has reviewed the project's draft Mitigated Negative Declaration (MND) and has identified a number of potential concerns primarily related to offsite traffic, parking, and accessibility impacts the project would place on adjacent properties and within the vicinity of Chino High School. As a result, the items identified below should be analyzed and included in the revised MND being prepared for the project. The City has previously requested studies and reports to address many of these concerns, but to date has not received any of the documents. See attached Traffic Study Requirements memo dated April 11, 2018 and Preliminary Review Comments dated December 6, 2017. The City appreciates that our request to move driveways to affect safety and traffic flow concerns from previous discussions have been addressed.

The following comments identify potential concerns the City has with the proposed reconstruction project:

General

1. The 138 angled parking spaces that currently exist along Jefferson Avenue are proposed to be removed as part of the project due to concerns with visibility. In previous discussions with the project's development team, it was indicated to City staff that not all of the angled parking spaces would need to be removed as part of the project. This is an important issue because some of the existing angled parking spaces are currently being utilized by the Chino Valley Medical Center and other businesses to the north of the high school. With this in mind, it is the City's preference to keep as much parking in the area as possible. It is also understood that removing



some of these existing spaces to help provide adequate line of sight for vehicles exiting new driveways, is warranted. A parking analysis should be completed to determine how many parking spaces are needed to remain on the south side of Jefferson Avenue as part of the project.

2. The Chino Valley Medical Center has stated that the high school fields located directly adjacent to Jefferson Avenue, are at times used as an emergency heliport for the hospital. Provide information in the MND if this emergency use will continue, and if so, where the new heliport will be located as part of the school's reconstruction, including how access will be provided from the heliport to the hospital.
3. Provide a detailed analysis on how roadway and pedestrian access to the Chino Valley Medical Center may be impacted, specifically how the Emergency Room access may be impacted as a result of the school reconstruction project.
4. Provide information on how access to the City's Police Department off of Walnut Ave. and 10th Street may be impacted as a result of the school reconstruction project.
5. In the Aesthetics section of the MND, please confirm that all buildings will be consistent with the City's Zoning Code in relation to building height and screening of mechanical equipment.

Traffic

6. The following comments provided are based on the attached Traffic Study Requirements memo that were neither addressed or provided to the City:
 - a. Trip Distribution – The traffic study does not appear to address redistribution of project generation trips caused by moving the core of the campus to the northwest corner of the school.
 - b. Level of Service Analysis – the count data or the analysis worksheets were not provided, only the results were displayed.
 - c. A long range condition was not included in the analysis, nor was it mentioned in the MND to better understand the reasons to not include it. The long range condition is for the year 2040.
 - d. The accumulative effects of items a, b and c will likely change the outcome of the LOS analysis and the warrant studies requested in item e.
 - e. Traffic signal/ Stop sign warrants – no analysis sheets were provided or information provided in the MND for all analysis conditions (Existing, Opening Year (2024) and Long Range (2040)). These need to be reviewed, since the traffic pattern/circulation will be different. Chino Police Department is particularly interested in studies for Tenth St/Jefferson Ave and Benson Ave/Jefferson Ave intersections.
 - f. Truck turning templates, primarily bus vehicles, were not presented in the report or as a separate submittal. The City routinely reviews these for new developments to avoid conflicts between inbound and outbound vehicle movements at driveways and at intersections.
 - g. There is a safety concern at the signalized intersection of Benson Ave / Park Pl.

The northbound phase will need to be changed from a permissive-protected left turn to a dedicated left turn phase. This comment is not mentioned in the attached traffic memo.

Pedestrian Safety and Disabled Access

7. Section 5.8 (Pedestrian Projects-Safe Routes to School) of the City of Chino Bicycle and Pedestrian Master Plan states that there are several intersections directly adjacent to and in the vicinity of Chino High School that are lacking curb ramps and/or require the installation of enhanced crosswalks. These recommended improvements are listed as number two in prioritization for the City to improve Safe Routes to School and accessibility. Review the attached document and provide comments on how these intersections will be improved in compliance with the Bicycle and Pedestrian Master Plan. Additionally, it is the City's policy to have sidewalks, curb ramps, crosswalks, pedestrian call push buttons at traffic signals and related facilities replaced, should they not comply with current accessibility standards for when development occurs. Many of the existing pedestrian facilities around the perimeter of the school are not compliant with current standards. One example is there are parked vehicles in the diagonal spaces along Jefferson Avenue where the front of the vehicles overlaps with the existing sidewalk. Please comment on how these concerns will be addressed by the Project.
8. The City requested a pedestrian route plan in the Traffic Study Requirements memo. There is a Circulation Design section within the traffic study that discusses certain pedestrian improvements surrounding the school, but this is not a comprehensive approach we requested and there is no clarity on what the proposed routes for pedestrians are. A comprehensive approach would be to provide a plan view of the campus and vicinity, showing accessible paths and indicating the following: new curb ramp construction, curb ramp replacement, existing crosswalks, proposed crosswalks, and cross sections showing dimensions for the public sidewalk, parkway and landscaping. In addition, the City has the following concerns regarding circulation:
 - a. As a result of the proposed Project, the primary traffic that is currently on Park PI will be shifted to Jefferson Avenue. There are no existing crosswalks at the intersection of Benson Ave & Jefferson Ave to allow legal crossings east-west.
 - b. The existing sidewalks along the perimeter of the campus are typically 5 feet wide. At other District Campus' the District has expressed a desire to provide wider sidewalks near the schools as students tend to walk in side-by-side clusters, often with some students walking on the street. The City agrees that wider sidewalks in the vicinity of schools will lessen conflicts between pedestrians and vehicles.
 - c. There are no curb ramps on the east side of Benson Ave at the Benson Ave / Jefferson Ave and Benson Ave / Park PI intersections.
 - d. There are no curb ramps on the west side of Tenth Street at the Tenth St / Jefferson and Tenth St / Park PI intersections.
 - e. Some of the other intersections between the four corners of the campus has haphazard patterns of curb ramps.
 - f. We often find that old sidewalks do not meet current standards for accessible routes. Items include: cross slope standards, running slope standards and inadequate overhead clearance. With new development and / or redevelopment projects, accessibility issues are required to be addressed within the vicinity of

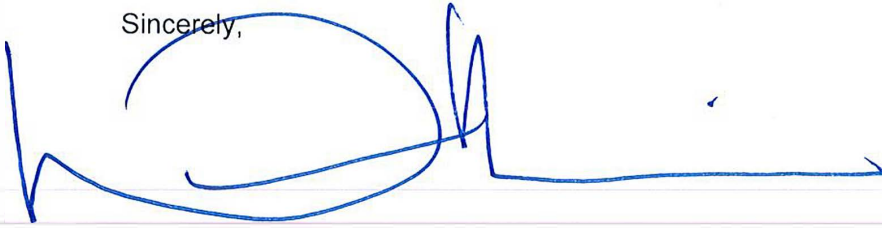
the Project. After identifying pedestrian routes in the vicinity of the school and identifying crosswalks and proposed sidewalks, any sidewalks that are not ADA compliant should be addressed and corrections should be made where warranted.

Other Items

9. Other technical documents the City requested but have not been provided and the following comments were not addressed:
 - a. Preliminary WQMP – This report has not been provided to the City. The Environmental Analysis in the MND states that LID stormwater management would be incorporated into the project design. However, providing LID design is only one component for meeting stormwater quality. A Preliminary WQMP is required to assess the percentage of the campus that would be disturbed and upon this evaluation, a determination will be made regarding the extent of the property would be subject to stormwater treatment and the type of treatment.
 - b. Conceptual Utility plan – the City needs to understand the location of existing and proposed utilities that would connect to City facilities, as the adequacy of existing utilities to serve the Project needs to be evaluated.
 - c. A Hydrology report was not submitted that would entail any drainage improvements requirements, both onsite and offsite. Again, the adequacy of the storm drain system in the vicinity of the school needs to be evaluated.
 - d. There is no mentioning of any undergrounding of overhead utilities that would be required per City Municipal Code, triggered by the improvements of this project.
 - e. A revised site plan was submitted by the developer's architect- WLC Architects Inc., on July 23, 2018. The City reviewed the revised site plan and determined that the proposed driveway locations requested in the Traffic Study Requirements memo were addressed, However, there are still some missing information concerning the following:
 - i. Accessibility improvements within the public ROW. Improvements should include, but not limited to, sidewalk improvements, curb ramps and crosswalks. Refer to comment #8, above.
 - ii. There is no information on the lane configuration for Jefferson Avenue, specifically the intended removal of the existing diagonal parking on the south side and the addition of a two-way left turn lane in the center of the road. This information is critical because there will need to be coordination between Chino High School and Chino Medical Center across the street; amongst other facilities that may also be using this parking.
 - f. ROW dedication may be required for Benson Avenue, per the City's General Plan (12.04.10). There are existing school facilities within the dedication area. The general plan also indicates a future widening of Benson Avenue.
 - g. Depending on the outcome of the pedestrian route plan, additional dedication for right of way or sidewalk/public access easements may be requested.

Thank you again for the opportunity to review and comment on the proposed Chino High School Reconstruction project Notice of Intent to adopt a MND. I would like to be included on your list of contacts and given notice on any meetings and/or events in the future regarding the proposed project. Should you need further clarification or have any questions regarding my comments, please feel free to contact me at (909) 334-3332.

Sincerely,

A handwritten signature in blue ink, consisting of a large, stylized 'W' followed by a horizontal line.

Warren Morelion, AICP
City Planner

cc. Development Services Department
Public Works Department

Attachments:

1. Pedestrian Safe Routes to School Information
2. Traffic Study Requirements memo dated April 11, 2018 08
3. Preliminary Review Comments dated December 6, 2017

5.7 Pedestrian Recommendations - Safe Routes to School

Pedestrian Infrastructure Near Schools

Defining Safe Routes to School Zones and Generating Bicycle and Pedestrian Projects

Safer routes to school is the primary organizing principle for the pedestrian elements of this plan. A GIS-based methodology was devised to create Safe Routes to School (SRTS) Zones, areas around schools where walking and biking improvements would be prioritized. In the case of pedestrian improvements, these SRTS Zones were the primary method for prioritizing pedestrian improvements.

In the case of bicycle improvements, SRTS Zones were used both to ensure that recommendations of the highest level (lowest stress) were made within school zones, and as a determining factor where right-of-way constraints made the recommendation of dual facilities (on-street and off-street) infeasible. Within SRTS Zones, in cases of insufficient right-of-way, separated bikeways or urban trails were prioritized. Beyond SRTS Zones, in cases of insufficient right-of-way, bicycle lanes were prioritized. Further information on the SRTS Zone methodology follows. Each phase is accompanied by a sample map graphic illustrating how the walkshed changed with each analysis refinement described in the text.

Radial Buffer

Traditionally, bicycle and pedestrian access was determined by creating a radial buffer, based on a 10 minute or half mile walk time, around a given destination. While this method offered an idea of the general area where walking and biking connections could be made, it did so without regard for actual streets or any multi-use paths available for walking and biking.

Network-based Methodology

To address the inability of the buffering method alone to account for all existing roadways and multi-use paths, a GIS-based network analysis was devised. This method is similar to the previous method in that it starts from a given point and extends outward, for either 10 minute or a half mile times, to create a walkable or bikeable zone (walkshed or bikeshed, respectively). However, it differs in that it does not simply expand radially, but actually follows the existing streets and multi-use paths. This method is valuable because it provides a more realistic picture of the area's existing walkability and bikeability, but still fails to address the potential walkability and bikeability because it often does not catch small but important gap connections that could be made. It also fails to account for the potential expansion of networks provided by multi-use path connections that overcome significant barriers like open space and freeway and rail crossings.

*Riverside Drive at Anna Borba Fundamental School
Chino, CA*



5.8 Pedestrian Projects - Safe Routes to School

This plan recommended pedestrian projects according to Safe Routes to School (SRTS) Zones. SRTS Zone projects were, in turn, ranked against one another according to a set of criteria.

The methodology used is similar to those for bicycle facility projects to provide consistency between the two project types. A detailed synopsis of the criteria can be found in Appendix B. The criteria used for prioritizing the pedestrian improvements are:

- Number of attractions/destinations
- Number of schools
- Walk to Work Population
- Under 14 Years Old Population
- Use of Public Transportation to Work
- Households Without Vehicles
- Reported Collisions
- Population Density
- Employment Density
- Freeway Crossings

Recommendations

To summarize, this plan recommends a total of 7.5 miles of pedestrian (sidewalk completion) projects, and 526 curb ramp improvements around schools. Many of the recommendations derived from public input, field investigations and a school principal survey. The following pages include an overall key map of the SRTS Zones and individual blow-ups of each. Project rankings are summarized in the following table with costs in Chapter 7.

Crosswalks were recommended to be enhanced from Standard striping to Continental or Ladder Crosswalks, particularly near schools. New crosswalks were also recommended particularly if they meet the necessary warrants for installation.

The Safe Routes to School projects may be funded through a combination of developer fees, Caltrans, Federal and Safe Routes to School-specific funding streams. As part of these grants, construction funding is available particularly as it related to Safe Routes to School. SRTS grants are also one of the primary funding sources for bicycle and pedestrian projects.

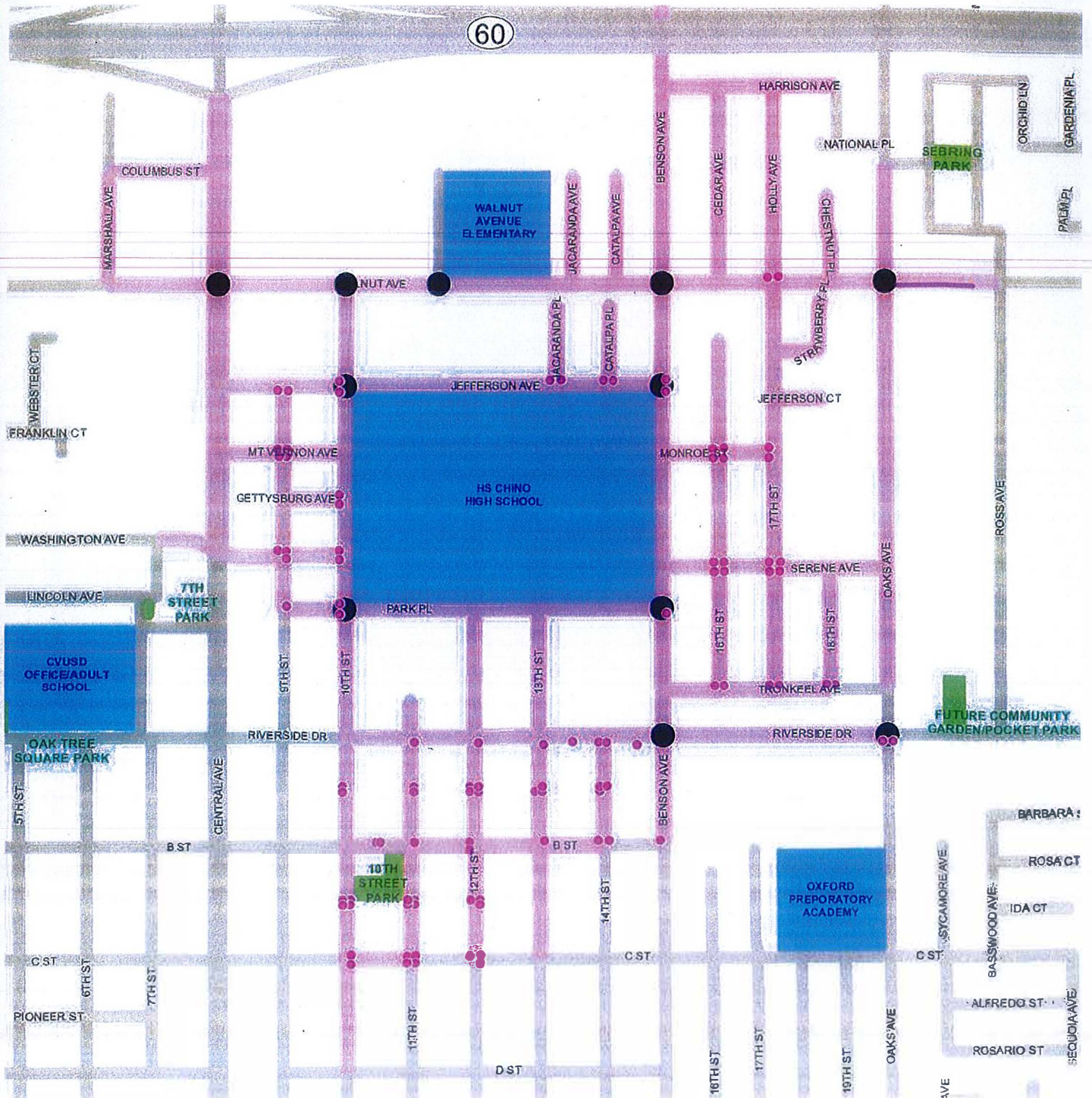
While the feasibility of constructing all these projects is difficult and costly, the City could leverage various funding sources to complete high priority improvements. As the City identifies areas of redevelopment or new development projects arise, the deficiencies can be conditioned into those projects. This enables the improvements to get built without City spending.

For prioritization purposes, Cal Aero Preserve Academy and Chaffey College Campus area were included, however recommendations will be dependent on their specific plans moving forward.

Table 5-20: Prioritized School Zones

Rank	School
1	Anna Borba Fundamental/Adult School
2	Chino High School/Walnut Ave Elementary
3	Ramona Junior High School
4	Oxford Preparatory Academy
5	Don Antonio Lugo High School
6	Newman Elementary
7	EJ Marshall Elementary
8	Magnolia Junior High School
9	Howard Cattle/Rhodes Elementary
10	Buena Vista High School
11	Cal Aero Preserve Academy
12	Alicia Cortez Elementary
13	Chaffey College Chino Campus

Figure 5-25: Chino High School / Walnut Elementary



- Study Area (10 min walk time from school)
- Recommended Curb Ramp Installation
- Sidewalk Recommendations in SRTS Walk Zone
- Schools
- Parks
- Freeway
- Railroad

- Crosswalk Recommendations**
- Enhance Existing Crosswalk
 - Enhance Existing and Install New Crosswalk
 - Install New Crosswalk

CITY OF CHINO

MEMORANDUM

PUBLIC WORKS DEPARTMENT

DATE: April 11, 2018

TO: Jim DiCamillo, WLC Architects

FROM: DAVID HAMMER, CIVIL ENGINEERING MANAGER

SUBJECT: CHINO HIGH SCHOOL RECONSTRUCTION – TRAFFIC STUDY REQUIREMENTS

We have reviewed the site plan you provided on October 20, 2017. The review included Mario Flores and Karen Campbell, both from the Transportation Division of Public Works, and Scott Trosper and Jason Cloke from the Police Department. The following should be included in the project traffic study. Refer to the attached **Exhibit A** for the study intersections as well as the proposed driveway locations:

1. Driveways

- a. Per the discussion at the DRC Level 1 meeting December 6, 2017, eliminate the driveway off Tenth St. closest to the Tenth St & Jefferson Ave intersection. The driveway is too close to the intersection and would not be convenient for the southbound left turn traffic. Refer to Intersection #6 in Exhibit A for the new driveway location.
- b. Eliminate the driveway off Tenth St. closest to the Tenth St. & Park Pl. intersection. The driveway is too close to the intersection and could create circulation issues. Refer to Intersection #4 in Exhibit A for the new driveway location.
- c. Driveway #1 (Int.#8) is proposed and intended to be for exiting only. Remove diagonal parking stripes on Jefferson Ave. west and east of the driveway to provide adequate sight distance in accordance with Chino Standard Drawing # 865. With this parking removal there will also need to be coordination with the hospital across the street to resolve and mitigate their parking concerns. Note: There are new City Standards & Specifications available in the City's website. The criteria for sight distance may have changed from last year.
- d. Driveway #2 (Int.#12) is currently an exit only onto Park Place. It shall remain exit only. (Note: Poor drainage with ponded water poses safety and ADA concerns.)
- e. Driveway #3 (Int.#9) is currently an entrance only driveway. It shall remain an entrance only driveway.
- f. Driveway #4 (Int.#4) is currently for exiting only. It is proposed to be both entrance and exit. Study queuing of southbound vehicles at the Tenth Street/Park Place intersection for conflicts with this driveway.
- g. Driveway #5 (Int.#3) is not existing. It is proposed to be located at the Tenth St.

/Gettysburg Ave. intersection. It shall be used for entering and exiting vehicles including exiting buses.

- h. Driveway #6 (Int.#2) is currently an existing driveway located at the Tenth Street/Mt. Vernon Ave. intersection that appears to be seldom used. It shall be used for entering and exiting vehicles.
- i. Driveway #7 (Int.#6) is proposed and intended for inbound vehicles into the northwest parking lot. Locate the driveway sufficiently distant from Tenth Street and hospital driveways to avoid vehicle queuing conflicts. Alternately, align the driveway with a hospital driveway. Remove diagonal parking stripes on Jefferson Ave. west and east of the driveway to provide adequate sight distance in accordance with Chino Standard Drawing # 865. With the removal there will need to be coordination with the hospital across the street to resolve and mitigate their parking concerns.

2. Public Streets

- a. *Jefferson Ave* – A two-way left turn lane shall be implemented upon removal of the diagonal parking along the south side of the street. The full extent of this lane is from Tenth St to Benson Ave.
- b. *Park Place* – Post construction of the school, a speed study shall be done in order to implement the appropriate speed limit signs.
- c. *Benson Ave/Park Place* – Traffic signal modification may be required by removing the protected-permissive signal phasing for northbound traffic.

3. The school shall provide a **school route plan** in a form of an exhibit, as per MUTCD Chapter 7, Section 7A.01 (sample attached to this submittal), that shows the streets, school, existing traffic controls, school crossings, and expected pedestrian routes for students and guests entering the site for both typical school days and special events. Extend the study to approximately 100 feet outside the school property and through pedestrian gates for the school. In addition, show the propose locations for marked crosswalks and curb ramps in the public right of way. This exhibit will be used to asses ADA paths within the public right of way for compliance to federal and state codes/regulations.

4. Level of Service Analysis

- a. **Provide trip generation and distribution patterns for existing and post construction school traffic for City review and comments. Per the City General Plan, include intersections that are expected to experience more than 50 two-way peak hour trips. This study will be used to establish the list of intersections that will included in the Level of Service Analysis (LOS). The City can provide a cumulative project list for proposed developments in the City.**
- b. At a minimum, provide a Level of Service analysis for the following intersections. Refer to the site plan 'Exhibit A' showing the study intersections:
 - i. Tenth St & Walnut Ave
 - ii. Tenth St & Jefferson Ave
 - iii. Tenth St & Mount Vernon Ave/Driveway #6
 - iv. Tenth St & Gettysburg Ave/Driveway #5
 - v. Tenth St & Washington Ave/Driveway #4
 - vi. Tenth St & Park Pl
 - vii. Tenth St & Riverside Dr.

CHINO HIGH SCHOOL RECONSTRUCTION – TRAFFIC STUDY REQUIREMENTS

April 11, 2018

Page 2 of 2

- viii. Driveway #7 & Jefferson Ave
- ix. 12th St & Park Pl
- x. Driveway #1 & Jefferson Ave
- xi. Driveway #3 & Park Pl
- xii. 13th St & Park Pl
- xiii. Jacaranda Ave & Jefferson Ave
- xiv. Driveway #2 & Park Pl
- xv. 14th St & Jefferson Ave
- xvi. Benson Ave & Walnut Ave
- xvii. Benson Ave & Jefferson Ave
- xviii. Benson Ave & Monroe St
- xix. Benson Ave & Serene Ave
- xx. Benson Ave & Park Pl.
- xxi. Benson Ave & Riverside Dr.

c. The LOS analysis should include the following scenarios:

- i. Existing and existing plus Project
 - ii. Build Out (2023?) without Project and with Project
 - iii. Long Range (2040) without Project and with Project
5. Provide traffic signal warrant analysis for the intersections at the corners of the site (intersections 1, 6, 14 and 17). Provide stop sign warrant analysis for the intersections between the corners (Intersections 3,4,5,7,10,11,13,15,16).
6. Provide a stacking and queuing analysis for each intersection at the four corners of the site (intersections 1, 6, 14 and 17). The analysis should be based on the Long Range (2040) traffic scenario.
7. Provide exhibits showing truck/bus turning templates for the intersections at the four corners of the site and at the existing and proposed driveways using the largest vehicle expected. For driveways that will have vehicles both entering and exiting the site, the templates should show that the movements can be done simultaneously. Also, show lane geometrics at Driveways 4-6 at the intersection to confirm proper flow through the intersection.

Attachments:

- Exhibit A
- Sample School Route Plan Map

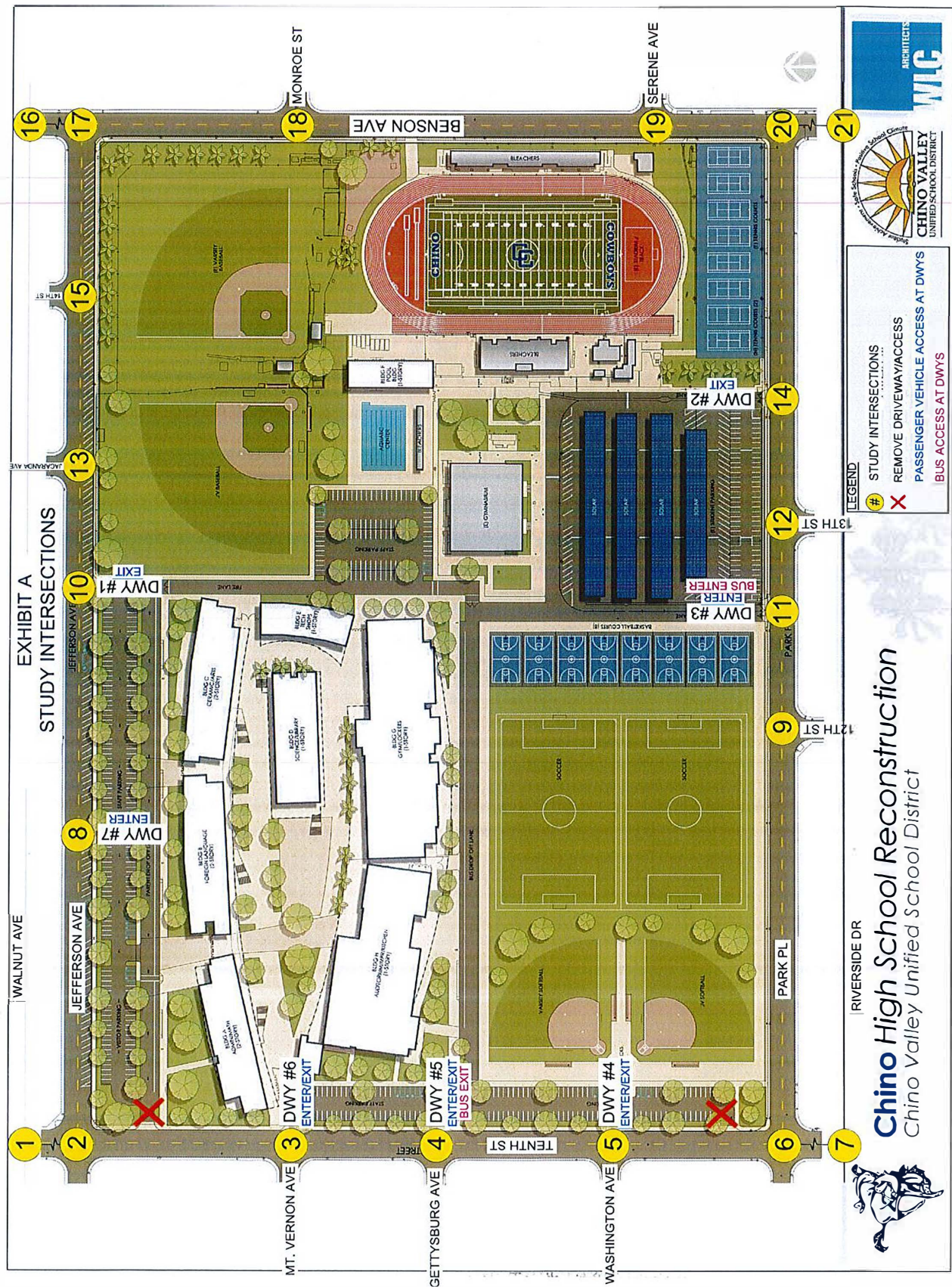
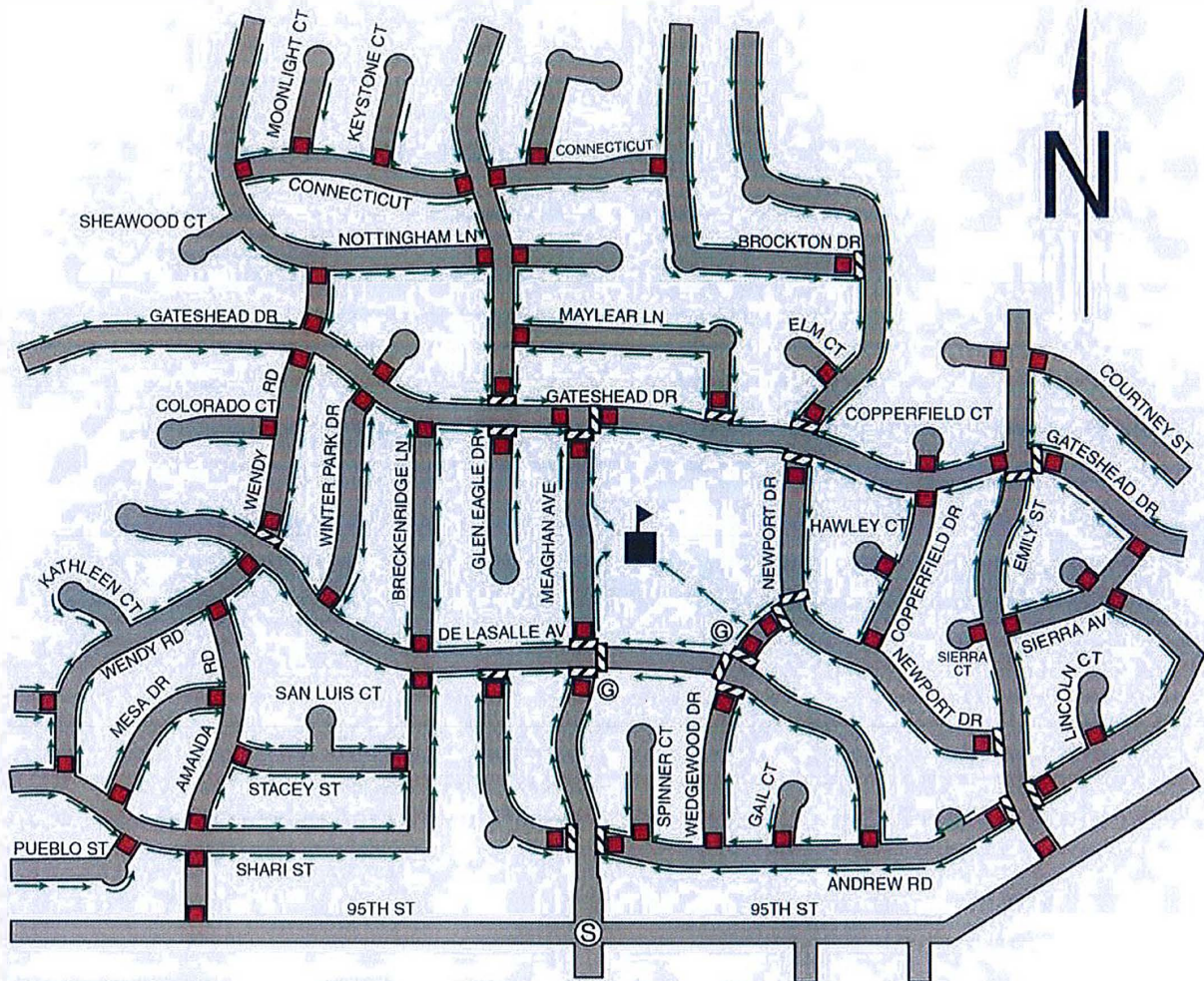


Figure 7A-1. Example of School Route Plan Map



Legend

- | | | | |
|---|------------------|---|-------------------------|
|  | School |  | Signalized Intersection |
|  | Marked Crosswalk |  | STOP Sign Approach |
|  | Crossing Guard |  | Pedestrian Route |

PRELIMINARY REVIEW COMMENTS

CITY OF CHINO • PUBLIC WORKS DEPARTMENT

13220 Central Avenue, PO Box 667, Chino, California 91708-0667 • (909) 334-3265 FAX (909) 334-3724

MEETING DATE: December 6, 2017

COMMENTING DEPARTMENT/DIVISION OR AGENCY

☐ PLANNING

☒ ENGINEERING

☐ POLICE

☒ TRAFFIC

☐ BUILDING

☐ FIRE

☒ WATER/ENVIRONMENTAL

COMMENTS BY: Isidro Abreo, Amanda Coker

PROJECT FILE NO.: PL 17-0113 – (Prelim Review)

PROJECT LOCATION: 5472 Park Place (Chino HS)

PROJECT DESCRIPTION: Reconstruction of school campus (parking lots, fields, buildings)

REVIEW COMMENTS:

The following are general and/or overall project-related comments that impact the project as a whole:

Engineering

1. An 11-foot right-of-way (ROW) dedication is required along property frontage on Benson Avenue (88-ft total ROW, 44-ft from centerline) to comply with the City's General Plan. Additional dedication may be required along all other fronting streets: Jefferson Avenue, Tenth Street and Park Place.
2. Per the City's General Plan, Benson Avenue is intended to have a total curb-to-curb distance of 64 feet (32 feet from centerline) to provide 2 travel lanes in each direction. Note that it is 20-ft from centerline to curb face existing. Along the eastern portion of the existing school site, there are a couple sports fields including bleachers and other facilities that may be within the ultimate ROW for which the new school's site plan, including the property line may need to be revised. An In-lieu fee will need to be paid for these future improvements where the costs developed are based on half-section of Benson Avenue along their frontage.
3. Public improvements which includes, but not limited to, sidewalks, curb ramps, curb & gutter, driveways, parkways, street lights and street paving may be required to comply with ADA requirements. Both existing and new sidewalk may need to be relocated and/or modified around obstructions that do not meet the 4' min. clearance. Those obstructions include, but are not limited to, fire hydrants, street lights, power poles, street signs, and storm drain facilities. This shall be done per City standards.
4. Chino High School currently has curb only on Jefferson Ave, Tenth St and Park Pl; no gutter for drainage is provided. The school will need to provide the necessary facilities for drainage

T:\PWAAbreo Isidro\DRG\PL 17-0113 Chino High School (Prelim Review)\PL 17-0113 Chino High School Prelim Review DRC Comments.doc

5. There's no existing gutter along the following public streets within the school's frontage: Tenth Street, Park Place and Jefferson Avenue. Addition of gutter will enhance the course of drainage and may be required to be implemented with new sidewalk.
6. All ROW improvements must be ADA compliant. The existing catch basin decks may currently not meet the maximum slope requirements and may require reconstruction.
7. Construction of proposed driveway approaches shall be per City Std. No. 250. A City Std. No. 255, in addition to ADA compliance.
8. Provide turning templates for both passenger vehicles and buses at the school driveways and interior for the largest truck accessing the site (buses) and passenger vehicles for both onsite and driveway locations, as discussed at the DRC meeting. Ingress/egress movements of the driveway approach shall be made without any conflicts. Show the existing and/or proposed striping at Jefferson Avenue, Park Place and Tenth Street.
9. Applicable fees, including but not limited to Development Impact Fees (DIF), Sewage Facilities Development Fees (SFDF), inspection fees, permit fees, plan check/review fees, and water meter connection fees shall be assessed based on final building and site design.
10. Underground all overhead utility lines adjoining and interior to the project, including power lines of 34.5 kV or less, back to the nearest power pole offsite on Tenth Street, Benson Avenue and Park Place, in accordance with the Chino Municipal Code 13.32.
11. Provide a conceptual Grading plan.
12. Provide a preliminary Hydrology report for review.
13. Provide a Conceptual Utility Plan (e.g. storm drain, water, sewer, gas, etc.).
14. Provide a comprehensive traffic study identifying trip generation, traffic re-distribution, and impacts to the existing and General Plan build-out conditions. The City is currently coordinating with the school's traffic engineer on the scoping letter.
15. All technical studies need to be approved prior to the issuance of Conditions of Approval. In addition, other improvements may be required because of these studies.

Traffic

Refer to the Traffic Study Requirements Documents.

Water/Environmental

1. Submit a Preliminary WQMP (to be based on the new 2013 Template and Technical Guidance Document). For Preliminary WQMP submittal requirements please coordinate with the Water and Environmental Engineering Department (909) 334-3423.
2. Incorporate LID Preventative Measures into the project design and provide detail on project plans where appropriate. Examples of LID preventative measures may include but are not limited to pervious pavement (e.g. permeable/interlocking pavers in walkways and parking stalls), landscape areas that promote infiltration, and impervious area drainage into landscape areas.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 4, 2018
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Richard Rideout, Assistant Superintendent, Human Resources
**SUBJECT: COMPENSATION INCREASE FOR WORKFORCE INNOVATION
 AND OPPORTUNITY ACT (WIOA) STUDENTS**

=====

BACKGROUND

Effective January 1, 2019, the minimum wage will increase to \$12.00 an hour. The District currently provides an hourly rate of \$11.00 for the Workforce Innovation and Opportunity Act (WIOA) Students. To address the increase in minimum wage, attached is a new proposed salary schedule. The proposed increase will reflect an hourly rate from \$11.00 to \$12.00.

New numerical value is provided in **bold**, 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 a compensation increase for Workforce Innovation and Opportunity Act (WIOA) Students.

FISCAL IMPACT

The fiscal impact is unknown at this time due to the fluctuation of student workers.

NE:RR:mcm

**CHINO VALLEY UNIFIED SCHOOL DISTRICT
CLASSIFIED SUBSTITUTE SALARY SCHEDULE**

Effective January 1, 2018 January 1, 2019

RANGE	POSITIONS	HOURLY RATE
25	District Media Center Helper	13.66
26	Instructional Aide District Mail Clerk Playground Supervisor Typist Clerk I	13.99
27	ASB Student Store Clerk District Receptionist Duplicating Dept. Clerk High School Receptionist	14.34
28	Account Clerk I Bilingual Typist Clerk I District Community Attendance Liaison Elementary Library/Media Center Asst.	14.70
29	Attendance Clerk Custodian I Duplication Operator Groundswoker I Typist Clerk II	15.07
30	Child Care Specialist Health Technician Secondary Library/Media Assistant	14.81
31	Warehouse Delivery Person	15.83
32	Assistant Principal Secretary Account Clerk II Custodian II District Secretary Offset Press Operator Payroll Clerk II Maintenance I - General Maintenance Registrar	15.56
33	Counseling Assistant	16.63
34	Career Guidance Technician ROP Technician Security Person	16.34
36	Payroll Clerk III School Secretary I	16.42
38	Custodian Specialist School Secretary II	17.26
<hr/>		
	Nutrition Services Assistant I	12.00
	Bus Drivers	17.00
<hr/>		
	WIOA Students	11.00 12.00
	AVID Tutor	12.00

Board approved: 10/05/2017

Revised: 12/15/2017

REVISED:

October 4, 2018

Page 37

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 4, 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: PUBLIC NOTICE AND HEARING REGARDING THE CALIFORNIA
SCHOOL EMPLOYEES ASSOCIATION AND ITS CHINO
CHAPTER 102, INITIAL BARGAINING PROPOSAL TO THE
CHINO VALLEY UNIFIED SCHOOL DISTRICT FOR A
SUCCESSOR COLLECTIVE BARGAINING AGREEMENT
EFFECTIVE JULY 1, 2018**

=====

BACKGROUND

The present Collective Bargaining Agreement between the Chino Valley Unified School District and the California School Employees Association (CSEA) and its Chino Chapter 102, expired on June 30, 2018. Pursuant to Article 21.1 of the Agreement, CSEA, and its Chino Chapter 102 gave notice to the District regarding its initial proposal for a successor Collective Bargaining Agreement.

Based on Administrative Regulation 4243.1, Public Notice – Personnel Negotiations, CSEA and its Chino Chapter 102 is hereby announcing to the public its initial proposal for a successor Collective Bargaining Agreement to be effective July 1, 2018.

The unit membership approved the Initial Bargaining Proposal on September 11, 2018, and CSEA submits the following:

CSEA desires to alter or amend the following articles as indicated and presents our proposals for public discussion in accordance with Government Code § 3547:

Article 1– Recognition

CSEA's interest includes clarifying language surrounding contracting out.

Article 4 – Employee Rights

CSEA's interest includes updating employee rights to comply with current law.

Article 6 – Hours

CSEA's interest includes changing language to update the overtime process.

Article 12 – Professional Growth

CSEA's interest includes expanding the criteria to qualify for Professional Development.

Article 13 – Reclassification

CSEA's interest includes adding a process to address non-consensus outcomes.

Article 17 – Safety Conditions of Employment

CSEA's interest includes adding language to incorporate classified readiness for disaster preparedness.

Article 21 – Negotiations Procedures

CSEA's interest includes updating dates for successor and reopener.

As determined through the negotiation process, additional articles may be reopened as mutually agreed to between the parties.

RECOMMENDATION

It is recommended the Board of Education give public notice and conduct a public hearing regarding the California School Employees Association and its Chino Chapter 102, Initial Bargaining Proposal to the Chino Valley Unified School District for a successor Collective Bargaining Agreement effective July 1, 2018.

FISCAL IMPACT

To be determined through the bargaining process and disclosed prior to any Board action being taken pursuant to Board Policy 4243.1 and Government Code 3547.5.

NE:RR:SH:mcm

**THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its
Chino Chapter 102**

2018-2021

INITIAL CONTRACT SUCCESSOR PROPOSAL

August 21, 2018



August 21, 2018

The California School Employees Association and its Chino Chapter 102 (CSEA), in accordance with **Article 21 –Negotiations Procedures**, desires to alter or amend the following articles as indicated and presents our proposals for public discussion in accordance with Government Code § 3547:

Article 1- RECOGNITION

CSEA's interest includes clarifying language surrounding contracting out.

Article 4 – EMPLOYEE RIGHTS

CSEA's interest includes updating employee rights to comply with current law.

Article 6 – HOURS

CSEA's interest includes changing language to update the overtime process.

Article 12 – PROFESSIONAL GROWTH

CSEA's interest includes expanding the criteria, to qualify for Professional Development.

Article 13- RECLASSIFICATION

CSEA's interest includes adding a process to address non-consensus outcomes.

Article 17- SAFETY CONDITIONS OF EMPLOYMENT

CSEA's interest includes adding language to incorporate classified readiness for disaster preparedness.

Article 21- NEGOTIATION PROCEDURES

CSEA's interest includes updating dates for successor and reopener.

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
September 20, 2018

MINUTES

I. OPENING BUSINESS

I.A. CALL TO ORDER: 6:00 P.M.

1. Roll Call

President Feix called to order the regular meeting of the Board of Education, Thursday, September 20, 2018, at 6:02 p.m. with Cruz, Na, Orozco, and Feix present. Mrs. Blair arrived at 6:25 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

Richard Rideout, Assistant Superintendent, Human Resources

Gregory J. Stachura, Assistant Supt., Facilities, Planning, & Operations

2. Public Comment on Closed Session Items

None.

3. Closed Session

President Feix adjourned to closed session at 6:02 p.m. regarding conference with legal counsel existing and anticipated litigation; public employee discipline/dismissal/release; public employee appointment; junior high school assistant principal; high school assistant principal; coordinator teacher support; and director of human resources.

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 7:02 p.m. with Blair, Cruz, Na, Orozco, and Feix present.

The Board met in closed session from 6:02 p.m. to 6:37 p.m. regarding conference with legal counsel existing and anticipated litigation; public employee discipline/dismissal/release; public employee appointment; junior high school assistant principal; high school assistant principal;

coordinator teacher support; and director of human resources. The Board appointed Tatum Burns as assistant principal at Cal Aero Preserve Academy effective September 21, 2018. No further action was taken that required public disclosure.

2. Pledge of Allegiance

Don Jones, Principal, Woodcrest JHS, led the Pledge of Allegiance.

I.C. STUDENT SHOWCASE/PRESENTATION

1. Woodcrest JHS: Microsoft Showcase School

Students provided an overview of the accomplishments associated with the use of education technology.

2. LCAP Annual Update: Professional Development

Staff presented the LCAP annual update.

I.D. COMMENTS FROM STUDENT REPRESENTATIVE

Alexi Magallanes reported on homecoming activities and the upcoming Student Advisory Council meeting.

I.E. EMPLOYEE REPRESENTATIVES' COMMUNICATIONS

Danny Hernandez, CSEA President, provided a brief report/feedback on the use of the RAPTOR system; spoke about some instructional aides not being able to take breaks or lunches; thanked the local fire department for the work that they do; asked that classified staff not be left behind regarding professional development/trainings.

Brenda Walker, A.C.T. President, spoke about 'purpose'; and spoke about the responsibilities of the Board of Education.

Yvette Farley, CHAMP President, thanked the Board for acknowledging Week of the School Administrator; announced the ACSA Leadership Summit the week of November 8-10 in San Diego; Women in School Leadership the week of September 26-28 in Newport Beach; and shared her thoughts regarding the last two Board meetings.

I.F. COMMUNITY LIAISON'S COMMUNICATIONS

None.

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

Peter O'Brien; Susan Hand; Lisa Greathouse; Elizabeth Velarde; and Stacy Colby addressed the Board regarding Board member Andrew Cruz; Lisa Booth addressed the Board regarding Board member comments; Jennifer McDermott addressed the Board regarding Board's focus/purpose; Kelly McClister and Naomi Minogue addressed the Board regarding Board policy violation; Veronica Minogue; Kristi Hirst; and Frankie V addressed the Board regarding sex education; and Carolyn Schenkel addressed the Board in support of Andrew Cruz.

I.H. CHANGES AND DELETIONS

None.

II. CONSENT

Irene Hernandez-Blair pulled for separate action Item II.D.3. Moved (Na) seconded (Blair) carried unanimously (5-0) to approve the remainder of the consent items. Student representative voted yes.

II.A. ADMINISTRATION

II.A.1. Minutes of the September 6, 2018 Regular Meeting, and Special Meeting of September 13, 2018

Approved the minutes of the September 6, 2018 regular meeting, and special meeting of September 13, 2018.

II.B. BUSINESS SERVICES

II.B.1. Warrant Register

Approved/ratified the warrant register.

II.B.2. Fundraising Activities

Approved/ratified the fundraising activities.

II.B.3. Donations

Accepted the donations.

II.B.4. Legal Services

Approved payment for legal services to the law office of Fagen Friedman & Fulfroft LLP.

II.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.

II.C. FACILITIES, PLANNING, AND OPERATIONS

II.C.1. Purchase Order Register

Approved/ratified the purchase order register.

II.C.2. Agreements for Contractor/Consultant Services

Approved/ratified the Agreements for Contractor/Consultant Services.

II.C.3. Surplus/Obsolete Property

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

II.C.4. Notice of Completion for CUPCCAA Projects

Approved the Notice of Completion for CUPCCAA Projects.

II.C.5. Resolution 2018/2019-18, Authorization to Utilize a Piggyback Contract

Adopted Resolution 2018/2019-18, authorization to utilize a piggyback contract.

II.C.6. Bid 18-19-05F, Chino HS Reconstruction—Phase 0

Awarded Bid 18-19-05F, Chino HS Reconstruction—Phase 0, to the following contractors: Bid Package #1 to Lee and Stires; Bid Package #2 to Southern California Landscape; Bid Package #3 to New Dynasty Construction; Bid Package #4 to Econo Fence; Bid Package #5 to Hamel Construction; Bid Package #6 to Valley Pipeline; and Bid Package #7 to RDM Electric.

II.C.7. Bid 18-19-06F Cattle ES, Litel ES, and Oak Ridge ES Modernization Project – Interim Housing

Awarded Bid 18-19-06F, Cattle ES, Litel ES, and Oak Ridge ES Modernization Project – Interim Housing, to the following contractors: Bid Package #1 to Elite Earthworks & Engineering, dba GK Backlund; Bid Package #2 to Rancho Pacific Electric, Inc.; and Bid Package #3 to RVH Constructors, Inc.

II.C.8. Revision of Board Policy 1330 Community Relations—Use of School Facilities

Approved the revision of Board Policy 1330 Community Relations—Use of School Facilities.

II.C.9. Revision of Board Policy 1400 Community Relations—Relations Between Other Governmental Agencies and the Schools

Approved the revision of Board Policy 1400 Community Relations—Relations Between Other Governmental Agencies and the Schools.

II.D. HUMAN RESOURCES

II.D.1. Certificated/Classified Personnel Items

Approved/ratified the certificated/classified personnel items.

II.D.2. Job Description Revisions for Billing Specialist; Director, Communications; Director Transportation; Interpreter-Hearing Impaired; and Mechanic II

Approved the job description revision for Billing Specialist; Director, Communications; Director, Transportation; Interpreter-Hearing Impaired; and Mechanic II.

II.D.3. Resolution 2018/2019-19, Week of the School Administrator

Moved (Orozco) seconded (Na) carried unanimously (5-0) to adopt Resolution 2018/2019-19, Week of the School Administrator. Student representative voted yes.

III. INFORMATION

III.A. ADMINISTRATION

III.A.1. Revision of Board Policy 2121 Administration—Superintendent's Contract

Received for information the revision of Board Policy 2121 Administration—Superintendent's Contract.

III.A.2. Revision of Board Policy 2210 Administration—Administrative Discretion Regarding Board Policy

Received for information the revision of Board Policy 2210 Administration—Administrative Discretion Regarding Board Policy.

III.B. BUSINESS SERVICES

III.B.1. Revision of Board Policy and Administrative Regulation 3551 Business and Noninstructional Operations—Food Services Operations/Cafeteria Fund

Received for information the revision of Board Policy and Administrative Regulation 3551 Business and Noninstructional Operations—Food Services Operations/Cafeteria Fund.

IV. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

Sylvia Orozco made no comments.

Andrew Cruz asked Superintendent Enfield to look into the RAPTOR system concerns raised at the meeting.

Irene Hernandez-Blair thanked Sylvia Orozco for her review of policies and education code at the last meeting; and spoke about comments made at the last Board meeting.

James Na thanked Chino HS principal John Miller for supporting students; spoke about opinions; said Mr. Cruz is not a racist; said we must respect everyone; beseeched everyone to work together and improve; and thanked everyone for expressing their opinions whether he agrees or not.

Superintendent Enfield made no comments.

President Feix said she has been at the HOPE Center and reported that they need personal hygiene supplies; attended the groundbreaking at the new park in Los Serranos; and closed by apologizing for her lack of response to Mr. Cruz's comments at the last Board meeting.

V. ADJOURNMENT

President Feix adjourned the regular meeting of the Board of Education at 8:41 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: October 4, 2018
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
**SUBJECT: REVISION OF BOARD POLICY 2121 ADMINISTRATION—
SUPERINTENDENT’S CONTRACT**

=====

BACKGROUND

Board policies and regulations are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current practice. Board Policy 2121 Administration—Superintendent’s Contract is being revised to reflect updated laws and current District practice. This item was presented as information on September 20, 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 Board Policy 2121 Administration—Superintendent’s Contract.

FISCAL IMPACT

None.

NE:sg

SUPERINTENDENT'S CONTRACT

~~The Board of Education recognizes the need to attract and maintain outstanding personnel, as well as the need to encourage the superintendent's long-term commitment to the District and the community. The Board also has the responsibility to protect the District from potentially adverse financial and legal obligations. Before approving an employment contract, the Board shall obtain legal advice on the contract provisions and shall carefully consider the long-range financial and legal implications of the contract.~~

~~The Superintendent's contract shall be ratified by the Board in open session and shall limit the maximum cash settlement for terminating the contract in accordance with law.~~

~~The Board of Education shall designate a representative to negotiate with a prospective Superintendent on its behalf and shall consult legal counsel to draft the contract document.~~

~~The Board of Education shall deliberate in closed session about the terms of the contract. (Government Code 54957)~~

~~The terms of the contract shall remain confidential until the ratification process commences.~~

~~The Superintendent's contract shall be ratified by the Board in an open session and the ratification shall be reflected in the board's minutes. Copies of the contract shall be available to the public upon request. (Government Code 53262)~~

~~The contract shall include, but not be limited to, provisions for salary and benefits, annual evaluations, term of the contract, and conditions for termination of the contract. The contract shall limit the maximum cash settlement or terminating the contract in accordance with law, and should also include general responsibilities and duties of the Superintendent.~~

~~The term of the contract shall be for no more than four years. (Education Code 35031)~~

~~During the term of the contract the Board of Education may reemploy the Superintendent on those terms and conditions mutually agreed upon by the Board and Superintendent. (Education Code 35031)~~

~~The Superintendent's contract shall be extended only by Board action and after a satisfactory evaluation of the Superintendent's performance.~~

SUPERINTENDENT'S CONTRACT (cont.)

~~In the event that the Board of Education determines not to reemploy the Superintendent, the Board shall provide written notice to the Superintendent at least 45 days in advance of the expiration of the term of the contract. (Education Code 35031)~~

~~The Superintendent's contract shall include a provision specifying the maximum cash settlement that the Superintendent may receive upon termination of the contract. The cash settlement shall not include any non cash items other than health benefits, which may be continued for the unexpired term of the contract up to 18 months or until the Superintendent finds other employment, whichever occurs first. (Government Code 53260, 53261)~~

~~If the Board of Education terminates the Superintendent's contract upon its belief and subsequent confirmation pursuant to an independent audit that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal practices, the maximum Settlement shall be within the limits prescribed by law, as determined by an administrative law judge after a hearing. (Government Code 53260 (b))~~

~~(cf. 1340—Access to District Records)
(cf. 2110—Superintendent Responsibilities and Duties)
(cf. 2140—Evaluation of the Superintendent)
(cf. 3580—District Records)
(cf. 4312.1—Contracts)
(cf. 9000—Role of Board and Members)
(cf. 9011—Disclosure of Confidential Information)
(cf. 9321—Closed Session Purposes and Agendas)
(cf. 9321.1—Closed Session Conduct and Reports)~~

THE BOARD OF EDUCATION BELIEVES THAT THE SUPERINTENDENT'S EMPLOYMENT CONTRACT SHOULD OUTLINE THE FRAMEWORK THROUGH WHICH THE BOARD AND SUPERINTENDENT ARE TO WORK TOGETHER TO ACHIEVE DISTRICT GOALS AND OBJECTIVES. WHEN APPROVING THE SUPERINTENDENT'S EMPLOYMENT CONTRACT, THE BOARD SHALL CONSIDER THE NEED FOR STABILITY IN DISTRICT ADMINISTRATION AND SHALL ENSURE THE BEST USE OF DISTRICT RESOURCES.

(cf. 0200 - Goals for the School District)
(cf. 2120 - Superintendent Recruitment and Selection)
(cf. 4312.1 - Contracts)
(cf. 9000 - Role of the Board)

THE CONTRACT SHALL BE REVIEWED BY THE DISTRICT'S LEGAL COUNSEL AND MAY INCLUDE THE FOLLOWING:

1. TERM OF THE CONTRACT, WHICH SHALL BE FOR NO MORE THAN FOUR YEARS PURSUANT TO EDUCATION CODE 35031
2. LENGTH OF THE WORK YEAR AND HOURS OF WORK

SUPERINTENDENT'S CONTRACT (cont.)

3. SALARY, HEALTH AND WELFARE BENEFITS, AND OTHER COMPENSATION FOR THE POSITION

(cf. 4154/4254/4354 - Health and Welfare Benefits)

4. REIMBURSEMENT OF WORK-RELATED EXPENSES, INCLUDING MILEAGE REIMBURSEMENT, CONSISTENT WITH BOARD POLICIES, REGULATIONS, AND GUIDELINES APPLICABLE TO OTHER PROFESSIONAL ADMINISTRATIVE STAFF

(cf. 3350 - Travel Expenses)

THE CONTRACT MAY ALSO ADDRESS PAYMENT FOR PROFESSIONAL DUES AND ACTIVITIES, THE DISTRICT'S PROVISION OF CELL PHONES OR OTHER TECHNOLOGICAL DEVICES, AND THE SUPERINTENDENT'S USE OF HIS/HER PERSONAL VEHICLE.

(cf. 4040 - Employee Use of Technology)

5. VACATION, ILLNESS AND INJURY LEAVE, AND PERSONAL LEAVES

(cf. 4161/4261/4361 - Leaves)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)

(cf. 4161.5/4261.5/4361.5 - Military Leave)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

6. GENERAL DUTIES AND RESPONSIBILITIES OF THE POSITION

(cf. 2110 - Superintendent Responsibilities and Duties)

7. CRITERIA, PROCESS, AND PROCEDURE FOR ANNUAL EVALUATION OF THE SUPERINTENDENT

(cf. 2140 - Evaluation of the Superintendent)

8. A STATEMENT THAT ANY SUBSEQUENT INCREASE IN THE SUPERINTENDENT'S SALARY SHALL BE AT THE SOLE DISCRETION OF THE BOARD

9. A STATEMENT THAT THERE SHALL BE NO AUTOMATIC RENEWAL OR EXTENSION OF THE CONTRACT, ALTHOUGH THE BOARD CAN ENTER INTO A NEW CONTRACT WITH THE SUPERINTENDENT PRIOR TO THE EXPIRATION OF THE EXISTING CONTRACT

10. TIMELINE FOR PROVIDING WRITTEN NOTICE TO THE SUPERINTENDENT IF THE BOARD DOES NOT WISH TO ENTER INTO A NEW CONTRACT, WHICH SHALL BE AT LEAST 45 CALENDAR DAYS IN ADVANCE OF THE EXPIRATION

SUPERINTENDENT'S CONTRACT (cont.)

OF THE TERM OF THE CONTRACT PURSUANT TO EDUCATION CODE 35031, AND THE RESPONSIBILITY OF THE SUPERINTENDENT TO REMIND THE BOARD IN WRITING AND IN A TIMELY MANNER OF THE REQUIREMENT TO GIVE NOTICE

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

11. CONDITIONS AND PROCESS FOR TERMINATION OF THE CONTRACT, INCLUDING THE MAXIMUM CASH SETTLEMENT THAT THE SUPERINTENDENT MAY RECEIVE IF THE CONTRACT IS TERMINATED PRIOR TO ITS EXPIRATION DATE
12. MATTERS RELATED TO LIABILITY AND INDEMNIFICATION AGAINST DEMANDS, CLAIMS, SUITS, ACTIONS, AND LEGAL PROCEEDINGS BROUGHT AGAINST THE SUPERINTENDENT IN HIS/HER OFFICIAL CAPACITY IN THE PERFORMANCE OF DUTIES RELATED TO HIS/HER EMPLOYMENT

THE BOARD MAY DELIBERATE ABOUT TERMS OF THE CONTRACT IN CLOSED SESSION AT A REGULAR MEETING. HOWEVER, DISCUSSIONS REGARDING THE SALARY, SALARY SCHEDULE, OR OTHER COMPENSATION MAY OCCUR IN THE CLOSED SESSION OF A REGULAR MEETING ONLY BETWEEN THE BOARD AND ITS DESIGNATED REPRESENTATIVE(S), AS PERMITTED UNDER GOVERNMENT CODE 54957.6 (THE "LABOR EXCEPTION"), FOR THE PURPOSE OF REVIEWING THE BOARD'S POSITION AND/OR INSTRUCTING THE DESIGNATED REPRESENTATIVE(S) PRIOR TO OR DURING BONA FIDE NEGOTIATIONS WITH THE CURRENT OR PROSPECTIVE SUPERINTENDENT. SUCH DELIBERATIONS SHALL NOT BE HELD DURING A SPECIAL MEETING. (Government Code 54956, 54957, 54957.6)

THE BOARD MAY CONSULT WITH DISTRICT LEGAL COUNSEL PRIOR TO HOLDING A CLOSED SESSION WITH THE DESIGNATED REPRESENTATIVE(S) TO DISCUSS COMPENSATION TO BE PAID TO THE CURRENT OR PROSPECTIVE SUPERINTENDENT.

(cf. 9320 - Meetings and Notices)
(cf. 9321 - Closed Session Purposes and Agendas)
(cf. 9321.1 - Closed Session Actions and Reports)

TERMS OF THE CONTRACT SHALL REMAIN CONFIDENTIAL UNTIL THE RATIFICATION PROCESS COMMENCES.

(cf. 9011 - Disclosure of Confidential/Privileged Information)

SUPERINTENDENT'S CONTRACT (cont.)

THE BOARD SHALL TAKE FINAL ACTION ON THE SUPERINTENDENT'S CONTRACT DURING AN OPEN SESSION OF A REGULARLY SCHEDULED BOARD MEETING, AND THAT ACTION SHALL BE REFLECTED IN THE BOARD'S MINUTES. AT THAT MEETING, PRIOR TO TAKING ACTION, THE BOARD SHALL ORALLY REPORT A SUMMARY OF THE RECOMMENDATION FOR THE FINAL ACTION ON THE SUPERINTENDENT'S SALARY OR COMPENSATION IN THE FORM OF FRINGE BENEFITS. (Government Code 3511.1, 53262, 54953)

COPIES OF THE CONTRACT AND OTHER PUBLIC RECORDS CREATED OR RECEIVED IN THE PROCESS OF DEVELOPING THE RECOMMENDATION RELATED TO THE SUPERINTENDENT'S SALARY, BENEFITS, AND OTHER COMPENSATION SHALL BE AVAILABLE TO THE PUBLIC UPON REQUEST. (Government Code 53262, 54953, 54957.6)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

TERMINATION OF CONTRACT

PRIOR TO THE EXPIRATION OF THE CONTRACT, THE BOARD MAY TERMINATE THE SUPERINTENDENT'S EMPLOYMENT CONTRACT IN ACCORDANCE WITH LAW AND APPLICABLE CONTRACT PROVISIONS.

(cf. 4117.5/4217.5/4317.5 - Termination Agreements)

IN SUCH AN EVENT, ANY CASH SETTLEMENT THAT THE SUPERINTENDENT MAY RECEIVE UPON TERMINATION OF THE CONTRACT SHALL NOT EXCEED HIS/HER MONTHLY SALARY MULTIPLIED BY THE NUMBER OF MONTHS LEFT ON THE CONTRACT OR, IF THE UNEXPIRED TERM OF THE CONTRACT IS MORE THAN 18 MONTHS AND THE CONTRACT WAS EXECUTED PRIOR TO JANUARY 1, 2016, NO GREATER THAN THE SUPERINTENDENT'S MONTHLY SALARY MULTIPLIED BY 18. FOR ANY CONTRACT EXECUTED ON OR AFTER JANUARY 1, 2016, ANY CASH SETTLEMENT SHALL NOT EXCEED THE SUPERINTENDENT'S MONTHLY SALARY MULTIPLIED BY 12. (Government Code 53260)

THE CASH SETTLEMENT SHALL NOT INCLUDE ANY NONCASH ITEMS OTHER THAN HEALTH BENEFITS, WHICH MAY BE CONTINUED FOR THE SAME DURATION OF TIME AS COVERED IN THE SETTLEMENT OR UNTIL THE SUPERINTENDENT FINDS OTHER EMPLOYMENT, WHICHEVER OCCURS FIRST. (Government Code 53260, 53261)

HOWEVER, WHEN THE TERMINATION OF THE SUPERINTENDENT'S CONTRACT IS BASED UPON THE BOARD'S BELIEF AND SUBSEQUENT CONFIRMATION THROUGH AN INDEPENDENT AUDIT THAT THE SUPERINTENDENT HAS

SUPERINTENDENT'S CONTRACT (cont.)

ENGAGED IN FRAUD, MISAPPROPRIATION OF FUNDS, OR OTHER ILLEGAL FISCAL PRACTICES, NO CASH OR NONCASH SETTLEMENT OF ANY AMOUNT SHALL BE PROVIDED. (Government Code 53260)

IN ADDITION, IF THE SUPERINTENDENT IS CONVICTED OF A CRIME INVOLVING AN ABUSE OF HIS/HER OFFICE OR POSITION, HE/SHE SHALL REIMBURSE THE DISTRICT FOR PAYMENTS HE/SHE RECEIVES AS PAID LEAVE SALARY PENDING INVESTIGATION OR AS CASH SETTLEMENT UPON HIS/HER TERMINATION, AND FOR ANY FUNDS EXPENDED BY THE DISTRICT IN HIS/HER DEFENSE AGAINST A CRIME INVOLVING HIS/HER OFFICE OR POSITION. (Government Code 53243-53243.4, 53260)

Legal Reference:

EDUCATION CODE

35031 Term of employment

41325-41329.3 Conditions of emergency apportionment

GOVERNMENT CODE

3511.1-3511.2 Local agency executives

6250-6270 California Public Records Act

53243-53243.4 Abuse of office

53260-53264 Employment contracts

54953 Oral summary of recommended salary and benefits of superintendent

54954 Time and place of regular meetings

54956 Special meetings

54957 Closed session personnel matters

54957.1 Closed session, public report of action taken

54957.6 Closed sessions regarding employee matters

UNITED STATES CODE, TITLE 26

105 Self-insured medical reimbursement plan; definition of highly compensated individual

UNITED STATES CODE, TITLE 42

300gg-16 Group health plan; nondiscrimination in favor of highly compensated individuals

CODE OF FEDERAL REGULATIONS

1.105-11 Self-insured medical reimbursement plan

COURT DECISIONS

San Diego Union v. City Council, (1983) 146 Cal.App.3d 947

ATTORNEY GENERAL OPINIONS

57 Ops. Cal. Atty. Gen. 209 (1974)

Management Resources:

CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Superintendent Contract Template, 2015

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Local Legislative Bodies, 2003

SUPERINTENDENT'S CONTRACT (cont.)

WEBSITES

California School Boards Association: www.csba.org

Association of California School Administrators: www.acsa.org

California Office of the Attorney General: www.oag.ca.gov

Chino Valley Unified School District

Policy adopted: September 21, 1995

Revised: August 21, 2008

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 4, 2018

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

**SUBJECT: REVISION OF BOARD POLICY 2210 ADMINISTRATION—
ADMINISTRATIVE DISCRETION REGARDING BOARD POLICY**

=====

BACKGROUND

Board policies and regulations are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current practice. Board Policy 2210 Administration—Administrative Discretion Regarding Board Policy is being revised to reflect updated laws and current District practice. This item was presented as information on September 20, 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 Board Policy 2210 Administration—Administrative Discretion Regarding Board Policy.

FISCAL IMPACT

None.

NE:sg

ADMINISTRATIVE DISCRETION REGARDING BOARD POLICY

~~Through the adoption of written policies, the Board of Education conveys its expectations for actions that will be taken in the District, clarifies roles and responsibilities of the Board and Superintendent, and communicates Board philosophy and direction. However, the Board of Education recognizes that, at times, issues may arise in the operation of the District schools or in the implementation of District programs that are not addressed in Board policy or administrative regulation. When resolution of such a situation necessitates immediate action, the Superintendent or designee shall have the authority to act on behalf of the District.~~

~~(cf. 2110 – Superintendent Responsibilities and Duties)~~

~~(cf. 9000 – Role of the Board)~~

~~(cf. 9310 – Board Policies)~~

~~If the situation or its resolution may affect the safety or security of students or staff members, involve a significant impact on student learning, or create a distraction within the school community, the Superintendent or designee shall notify the Board as soon as practicable after its occurrence. The Board president and the Superintendent shall schedule a review of the action at the next regular Board meeting. If the action indicates the need for additions or revisions to Board policies, the Superintendent or designee shall make the necessary recommendations to the Board.~~

~~(cf. 0450 – Comprehensive Safety Plan)~~

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

~~(cf. 9322 – Agenda/Meeting Materials)~~

Tier 3 Categorical Flexibility

~~The Board has determined that it is in the best interest of the District to utilize the categorical program flexibility authorized by Education Code 42605. In implementing the flexibility, the Superintendent, in accordance with Education Code 42605, may suspend any program or funding requirement reflected in any Board policy, administrative regulation, or other document designed for the operation of any tier 3 categorical program to the extent that such suspension does not affect the terms of any existing District contract or bargaining agreement. As necessary, the Superintendent or designee shall consult with other staff, including District legal counsel and/or the chief business official, regarding the District's exercise of this flexibility.~~

~~The Superintendent or designee shall regularly report to the Board regarding how the District is exercising the flexibility and whether the desired results are being achieved.~~

~~(cf. 0420 – School Plans/Site Councils)~~

~~(cf. 0420.1 – School-Based Program Coordination)~~

~~(cf. 1220 – Citizen Advisory Committees)~~

~~(cf. 1312.4 – Williams Uniform Complaint Procedures)~~

ADMINISTRATIVE DISCRETION REGARDING BOARD POLICY (cont.)

~~(cf. 3110 – Transfer of Funds)~~
~~(cf. 4111 – Recruitment and Selection)~~
~~(cf. 4112.2 – Certification)~~
~~(cf. 4112.21 – District Interns)~~
~~(cf. 4113 – Assignment)~~
~~(cf. 4117.14 – Early Retirement Incentive Program)~~
~~(cf. 4131 – Staff Development)~~
~~(cf. 4139 – Peer Assistance and Review)~~
~~(cf. 4231 – Staff Development)~~
~~(cf. 4331 – Staff Development)~~
~~(cf. 5123 – Promotion/Acceleration/Retention)~~
~~(cf. 5136 – Gangs)~~
~~(cf. 5141.32 – Health Screening for School Entry)~~
~~(cf. 5145.6 – Parental Notifications)~~
~~(cf. 5146 – Married/Pregnant/Parenting Students)~~
~~(cf. 5147 – Dropout Prevention)~~
~~(cf. 5149 – At-Risk Students)~~
~~(cf. 6142.6 – Visual and Performing Arts Education)~~
~~(cf. 6142.91 – Reading/Language Arts Instruction)~~
~~(cf. 6142.94 – History-Social Science Instruction)~~
~~(cf. 6146.1 – High School Graduation Requirements)~~
~~(cf. 6161.1 – Selection and Evaluation of Instructional Materials)~~
~~(cf. 6162.52 – High School Exit Examination)~~
~~(cf. 6163.1 – Library Media Centers)~~
~~(cf. 6164.2 – Guidance/Counseling Services)~~
~~(cf. 6172 – Gifted and Talented Student Program)~~
~~(cf. 6176 – Weekend/Saturday Classes)~~
~~(cf. 6177 – Summer School)~~
~~(cf. 6178 – Career Technical Education)~~
~~(cf. 6179 – Supplemental Instruction)~~
~~(cf. 6184 – Continuation Education)~~
~~(cf. 6185 – Community Day School)~~
~~(cf. 6200 – Adult Education)~~
~~(cf. 7214 – General Obligation Bonds)~~
~~(cf. 9323.2 – Actions by the Board)~~

THE BOARD OF EDUCATION DESIRES TO BE PROACTIVE IN COMMUNICATING ITS PHILOSOPHY, PRIORITIES, AND EXPECTATIONS FOR THE DISTRICT; CLARIFYING THE ROLES AND RESPONSIBILITIES OF THE BOARD, SUPERINTENDENT, AND OTHER SENIOR ADMINISTRATORS; AND SETTING DIRECTION FOR THE DISTRICT THROUGH WRITTEN POLICIES. HOWEVER, THE BOARD RECOGNIZES THAT, IN THE COURSE OF OPERATING DISTRICT SCHOOLS OR IMPLEMENTING DISTRICT PROGRAMS, SITUATIONS MAY ARISE WHICH MAY NOT BE ADDRESSED IN WRITTEN POLICIES. IN SUCH SITUATIONS, OR WHEN IMMEDIATE ACTION IS NECESSARY TO AVOID ANY RISK TO THE SAFETY OR SECURITY OF STUDENTS, STAFF, OR DISTRICT PROPERTY OR TO PREVENT DISRUPTION OF SCHOOL OPERATIONS, THE SUPERINTENDENT OR DESIGNEE SHALL HAVE THE AUTHORITY TO ACT ON BEHALF OF THE DISTRICT IN A MANNER THAT IS CONSISTENT WITH LAW AND BOARD POLICIES.

ADMINISTRATIVE DISCRETION REGARDING BOARD POLICY (cont.)

(cf. 0000 - Vision)
(cf. 0100 - Philosophy)
(cf. 0200 - Goals for the School District)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 2110 - Superintendent Responsibilities and Duties)
(cf. 2121 - Superintendent's Contract)
(cf. 3516.5 - Emergency Schedules)
(cf. 9000 - Role of the Board)
(cf. 9310 - Board Policies)

AS NECESSARY, THE SUPERINTENDENT OR DESIGNEE SHALL CONSULT WITH OTHER DISTRICT STAFF, INCLUDING LEGAL COUNSEL AND/OR THE CHIEF BUSINESS OFFICIAL, REGARDING THE EXERCISE OF THIS AUTHORITY.

ANY EXERCISE OF ADMINISTRATIVE AUTHORITY SHALL BE NON-DISCRIMINATORY AND DEMONSTRATE THE DISTRICT'S COMMITMENT TO EQUITY IN DISTRICT PROGRAMS AND ACTIVITIES.

(cf. 0410 - Nondiscrimination in district programs and activities)
(cf. 0415 - Equity)

THE SUPERINTENDENT SHALL BE ACCOUNTABLE TO THE BOARD FOR ALL AREAS OF OPERATION UNDER HIS/HER AUTHORITY. AS APPROPRIATE, THE SUPERINTENDENT OR DESIGNEE SHALL NOTIFY THE BOARD AS SOON AS PRACTICABLE AFTER HE/SHE EXERCISES THE AUTHORITY GRANTED UNDER THIS POLICY. THE BOARD PRESIDENT AND THE SUPERINTENDENT SHALL SCHEDULE A REVIEW OF THE ACTION AT THE NEXT REGULAR BOARD MEETING. IF THE ACTION INDICATES THE NEED FOR ADDITIONS OR REVISIONS TO BOARD POLICIES, THE SUPERINTENDENT OR DESIGNEE SHALL MAKE THE NECESSARY RECOMMENDATIONS TO THE BOARD.

(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)

Legal Reference:

EDUCATION CODE

35010 Control of district, prescription and enforcement of rules
35035 Powers and duties of superintendent
35160 Authority of governing boards
35161 Powers and duties; authority to delegate
35163 Official actions, minutes and journal

Management Resources:

WEBSITES

California School Boards Association: <http://www.csba.org>

ADMINISTRATIVE DISCRETION REGARDING BOARD POLICY (cont.)

Chino Valley Unified School District

Policy adopted: September 21, 1985

Revised: August 21, 2009

Revised: May 6, 2010

Revised: September 22, 2011

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 4, 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

\$2,670,864.32 to all District funding sources.

NE:SHC:LP:wc

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 4, 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
October 4, 2018

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

School

Litel ES

Organization

PTA

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 4, 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
October 4, 2018

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Dickson ES</u>		
ASB	Recycling Program	10/5/18 - 5/30/19
<u>Hidden Trails ES</u>		
PTA	Chick-Fil-A Spirit Day	10/9/18
<u>Litel ES</u>		
PTA	After School Kona Ice Sale	10/5/18 - 5/29/19
PTA	Chipotle Family Night Out	10/24/18
PTA	Trunk or Treat	10/26/18
ASB	McDonald's McTeacher Night	11/7/18
<u>Marshall ES</u>		
PTO	Children's Clothing Donation Drive	10/5/18 - 5/30/19
PTO	Yogurtland Spirit Day	10/16/18
PTO	Chuck E. Cheese Family Night Out	11/29/18
PTO	Cookies with Santa Ticket Sale	12/3/18 - 12/7/18
PTO	Holiday Boutique	12/10/18 - 12/14/18
PTO	Outdoor Movie Night	1/18/19
<u>Rhodes ES</u>		
PEP Club	Harkins Theatre Loyalty Cup Sale	10/5/18 - 11/1/18
PEP Club	McDonald's McTeacher Night	10/11/18
PEP Club	Fall Spooktacular	10/26/18
<u>Townsend JHS</u>		
Music Boosters	Winter Concert Bundt Cake Sale	12/19/18
<u>Ayala HS</u>		
Girls Waterpolo Boosters	Paw Print Fleece Blanket Sale	10/5/18 - 5/30/19
Choral Boosters	Mini Concert	10/10/18
BAC Boosters	Music In Motion Ticket Sale	10/13/18
BAC Boosters	Music In Motion Concessions	10/13/18
BAC Boosters	Music In Motion Vendor Space Sale	10/13/18
Badminton Club	Chipotle Family Night Out	11/4/18

CHINO VALLEY UNIFIED SCHOOL DISTRICT
October 4, 2018

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Ayala HS</u> (cont.)		
Choral Boosters	Chipotle Family Night Out	11/8/18
Dance Production	Applebee's Breakfast	12/1/18
Choral Boosters	Madrigal Feaste Dinner/Show	12/6/18 - 12/8/18
Choral Boosters	Clippers Basketball Game Ticket Sale	1/19/19
Choral Boosters	Benefit Concert Ticket Sale	2/22/19
Dance Production	Dancing With The Staff Ticket Sale	3/8/19
Dance Production	Dancing With The Staff Refreshment Sale	3/8/19
Dance Production	Jr. Dance Day	4/13/19
Key Club	Acoustic Show	4/26/19
<u>Chino HS</u>		
AP English	T-Shirt Sale	10/5/18 - 10/12/18
Girls Soccer Boosters	Chipotle Family Night Out	12/10/18
Girls Basketball Boosters	Applebee's Pancake Breakfast	11/3/18
Girls Soccer Boosters	Applebee's Pancake Breakfast	1/10/19
<u>Chino Hills HS</u>		
Digital Club	Video Game Tournaments	10/5/18 - 6/1/19
Digital Club	Video Sale	10/5/18 - 6/1/19
Spirit Boosters	The Pub at Chino Hills Spirit Day	10/5/18
Baseball Boosters	Monthly Restaurant Family Nights Out	10/5/18 - 6/1/19
Spirit Boosters	Tahoe Joe's Spirit Day	10/14/18
Journalism Club	Wrist Band Sale	10/15/18 - 11/6/18
H.S.A.	Snap! Raise Donation Drive	10/31/18 - 11/30/18
Creative Writing Club	Off Campus Candy Sale	11/5/18 - 11/30/18
Baseball Boosters	Hit-A-Thon	11/17/18
Baseball Boosters	Comedy Night Ticket Sale	2/17/19
Track & Field Team	Snap! Raise Donation Drive	2/18/19 - 3/15/19
Baseball Boosters	Golf Tournament/Ball Drop	3/18/19

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 4, 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

=====

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
October 4, 2018

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<u>Cattle ES</u>		
PFA	Cash	\$4,300.00
<u>Cortez ES</u>		
Kroger Co.	Cash	\$32.00
<u>Hidden Trails ES</u>		
PTA	Cash	\$5,900.00
<u>Liberty ES</u>		
Skybridge Americas, Inc.	Cash	\$29.00
<u>Don Lugo HS</u>		
The H & M Guerrero Family Trust	Cash	\$20.00
N. Munoz	Cash	\$25.00
Kimberly Cabrera	Cash	\$31.00
Patricia Veliz Gilbert	Cash	\$50.00
Beau J. Santana Jr.	Cash	\$50.00
Linda Flexser	Cash	\$100.00
Nancy A. Veliz	Cash	\$100.00
Zoe Williams & Derwin Chu	Cash	\$100.00
Cold Star Ice	Cash	\$225.00
Rotary Club of Chino	Cash	\$250.00
Chino Police Officers Foundation	Cash	\$250.00
Alliant Insurance Services, Inc.	Cash	\$300.00
Community & Legal Services	Cash	\$600.00
Connie Weeks	Cash	\$750.00
Active Holdings, LLC	Cash	\$25,000.00

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

DATE: October 4, 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	August 2018	\$ 47,552.50	\$ 66,721.00
Fagen Friedman & Fulfroest LLP	-	-	\$ 72.00
Margaret A. Chidester & Associates	July 2018	\$119,410.38	\$119,410.38
	Total	\$166,962.88	\$186,203.38

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

RECOMMENDATION

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

FISCAL IMPACT

\$166,962.88 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: October 4, 2018

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
Javier Quirarte, Director, Nutrition Services

**SUBJECT: REVISION OF BOARD POLICY 3551 BUSINESS AND
NONINSTRUCTIONAL OPERATIONS – NUTRITION SERVICES
OPERATIONS/CAFETERIA FUND**

=====

BACKGROUND

Board policies and regulations are routinely developed as a result of changes in law, mandates, federal regulations, and current practice. Board Policy 3551 Business and Noninstructional Operations – Nutrition Services Operations/Cafeteria Fund is being revised to reflect updates to both laws and current practice. This item was presented to the Board of Education on September 20, 2018, for information.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the revision of Board Policy 3551 Business and Noninstructional Operations – Nutrition Services Operations/Cafeteria Fund.

FISCAL IMPACT

None.

NE:SHC:JQ:wc

NUTRITION SERVICES OPERATIONS/CAFETERIA FUND

The Board of Education intends that the school nutrition services program shall be a self-supporting, nonprofit program. To ensure program quality and increase cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all nutrition service accounts for the District.

(cf. 3100 - Budget)
(cf. 3300 - Expenditures/Expending Authority)
(cf. 3311 - Bids)
(cf. 3550 - Nutrition Services/Child Nutrition Program)
(cf. 3552 - Summer Meal Program)
(cf. 5030 - Student Wellness)

The Superintendent or designee shall ensure that all Nutrition Services administrators and personnel possess the required qualifications and receive ongoing professional development related to the effective management and implementation of the District's nutrition services program in accordance with law.

(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

At least once each year, ~~food~~ NUTRITION serviceS administrators, other appropriate personnel who conduct or oversee administrative procedures, and other ~~food~~ NUTRITION serviceS personnel shall receive training provided by the California Department of Education (CDE). (42 USC 1776)

Meal Sales

Meals may be sold to students, District employees, board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals who are on campus during meal times for a legitimate purpose, ~~such as classroom volunteers, parents/guardians, or students' siblings~~. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture Foods.

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760.

NUTRITION SERVICES OPERATIONS/CAFETERIA FUND (cont.)

Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation. Such students shall not be overtly identified or treated differently from other students.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3553 - Free and Reduced Price Meals)

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, including delinquent meal payments, ~~and shall clearly communicate these procedures and related District policies to students and parents/guardians. The SUCH procedures adopted by the Superintendent or designee shall conform with 2 CFR 200.426 and any applicable CDE guidance, and shall not overtly identify students with unrecovered or delinquent debt or treat them differently than other students.~~ THE SUPERINTENDENT OR DESIGNEE SHALL CLEARLY COMMUNICATE THESE PROCEDURES TO STUDENTS AND PARENTS/GUARDIANS, AND SHALL MAKE THIS POLICY AND THE ACCOMPANYING ADMINISTRATIVE REGULATION AVAILABLE TO THE PUBLIC.

THE SUPERINTENDENT OR DESIGNEE SHALL ENSURE THAT A STUDENT WHOSE PARENT/GUARDIAN HAS UNPAID SCHOOL MEAL FEES IS NOT OVERTLY IDENTIFIED, SHAMED, TREATED DIFFERENTLY, OR SERVED A MEAL THAT DIFFERS FROM THE MEAL SERVED TO OTHER STUDENTS (Education Code 49557.5)

Cafeteria Fund

The Superintendent or designee shall establish a cafeteria fund independent of the District's general fund.

The wages, salaries and benefits of nutrition service employees shall be paid from the District general fund ~~and reimbursed monthly from the cafeteria fund to the general fund.~~ AT ANY TIME, THE BOARD MAY ORDER REIMBURSEMENT FROM THE DISTRICT'S CAFETERIA FUND FOR THESE PAYMENTS IN AMOUNTS PRESCRIBED BY THE BOARD AND NOT EXCEEDING THE COSTS ACTUALLY INCURRED. (Education Code 38103)

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of ~~food~~ NUTRITION services and reasonable and necessary indirect program costs as allowed by law.

(cf. 3230 - Federal Grant Funds
(cf. 3400 - Management of District Assets/Accounts)
(cf. 3460 - Financial Reports and Accountability)

NUTRITION SERVICES OPERATIONS/CAFETERIA FUND (cont.)**CONTRACTS WITH OUTSIDE SERVICES**

With Board approval, the District may enter into a contract for food service consulting services or management services in one or more District schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

(cf. 3312 - Contracts)
(cf. 3600 - Consultants)

PROCUREMENT OF FOODS

To the maximum extent practicable, foods purchased for use in school meals by the District or by any entity purchasing food on its behalf shall be domestic commodities or products. Domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 usc 1760; 7 cfr 210.21)

A nondomestic food product may be purchased for use in the District's ~~food~~ NUTRITION serviceS program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonable quantities of a satisfactory quality, or when competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product. In such cases, the Superintendent or designee shall retain documentation justifying the exception.

FURTHERMORE, THE DISTRICT SHALL ACCEPT A BID OR PRICE FOR AN AGRICULTURAL PRODUCT GROWN IN CALIFORNIA BEFORE ACCEPTING A BID OR PRICE FOR AN AGRICULTURAL PRODUCT GROWN OUTSIDE THE STATE, IF THE QUALITY OF THE CALIFORNIA-GROWN PRODUCT IS COMPARABLE AND THE BID OR PRICE DOES NOT EXCEED THE LOWEST BID OR PRICE OF A PRODUCT PRODUCED OUTSIDE THE STATE. (Food and Agriculture Code 58595)

BID SOLICITATIONS AND AWARDS FOR PURCHASES OF EQUIPMENT, MATERIALS, OR SUPPLIES IN SUPPORT OF THE DISTRICT'S CHILD NUTRITION PROGRAM, OR FOR CONTRACTS AWARDED PURSUANT TO PUBLIC CONTRACT CODE 2000, SHALL BE CONSISTENT WITH THE FEDERAL PROCUREMENT STANDARDS IN 2 CFR 200.318-200.326. AWARDS SHALL BE LET TO THE MOST RESPONSIVE AND RESPONSIBLE PARTY. PRICE SHALL BE THE PRIMARY CONSIDERATION, BUT NOT THE ONLY DETERMINING FACTOR, IN MAKING SUCH AN AWARD. (Public Contract Code 20111)

PROGRAM MONITORING AND EVALUATION

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the ~~food~~ NUTRITION serviceS program.

NUTRITION SERVICES OPERATIONS/CAFETERIA FUND (cont.)

The Superintendent or designee shall provide all necessary documentation required for the administrative review conducted by the CDE to ensure compliance of the District's food NUTRITION services program with federal requirements related to maintenance of the nonprofit school food service account, meal charges, paid lunch equity, revenue from nonprogram goods, indirect costs, and USDA foods.

(cf. 3555 - Nutrition Program Compliance)

Legal Reference:EDUCATION CODE

38080-38086 Cafeteria, establishment and use

38090-38095 Cafeterias, funds and accounts

38100-38103 Cafeterias, allocation of charges

42646 Alternate payroll procedure

45103.5 Contracts for management consulting services; restrictions

49490-49493 School breakfast and lunch programs

49500-49505 School meals

49554 Contract for services

49550-49564.5 Meals for needy students

49580-49581 Food recovery program

FOOD AND AGRICULTURE CODE

58595 Preference for California-grown agricultural products

HEALTH AND SAFETY CODE

113700-114437 California Retail Food Code

PUBLIC CONTRACT CODE

2000-2002 Responsive bidders

20111 Contracts

CODE OF REGULATIONS, TITLE 5

15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 42

1751-1769j School lunch programs

1771-1791 Child nutrition, including:

1773 School breakfast program

CODE OF FEDERAL REGULATIONS, TITLE 2

200.56 Indirect costs, definition

200.318-200.326 Procurement standards

200.400-200.475 Cost principles

200 Appendix VII Indirect cost proposals

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program

220.1-220.21 National School Breakfast Program

250.1-250.70 USDA foods

Management Resources:CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

Food Distribution Program Administrative Manual

Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, Management Bulletin, SNP-03-2017, April 2017

Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs, Bad Debt Policies, and the Handling of Unpaid Meal Charges, Management Bulletin USDA-SNP-06-2015, May 2015

Cafeteria Funds--Allowable Uses, Management Bulletin NSD-SNP-07-2013, May 2013

NUTRITION SERVICES OPERATIONS/CAFETERIA FUND (cont.)

Paid Lunch Equity Requirement, Management Bulletin USDA-SNP-16-2012, October 2012
Storage and Inventory Management of United States Department of Agriculture (USDA) Donated Foods,
Management Bulletin USDA-FDP-02-2010, August 2010
Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, Management Bulletin
00-111, July 2000

WEBSITES

California Department of Education, Nutrition Services Division: www.cde.ca.gov/ls/nu

California School Nutrition Association: www.calsna.org

U.S. Department of Agriculture, Food and Nutrition Service: www.fns.usda.gov/cnd

Chino Valley Unified School District

Policy adopted: November 16, 1995

Revised: August 21, 2008

Revised: April 5, 2012

Revised: September 7, 2017

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 4, 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

=====

BACKGROUND

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

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

RECOMMENDATION

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

School-Sponsored Trips	Date	Fiscal Impact
Site: Ayala HS Event: Band and Color Guard - Marching Band Competitions Place: St. George, UT Chaperone: 226 students/22 chaperones	October 25-28, 2018	Cost: \$764.00 per student Funding Source: Parents and fundraising
Site: Chino HS Event: Girls Basketball - Varsity Basketball Tournament Place: Henderson, NV Chaperone: 14 students/5 chaperones	January 1-5, 2019	Cost: \$250.00 per student Funding Source: Fundraising

Site: Chino Hills HS Event: Songleaders - Universal Dance Association High School Dance Team Nationals Place: Crestline, CA Chaperone: 20 students/3 chaperones	January 31-February 4, 2019	Cost: \$1,100.00 per student Funding Source: Parents and fundraising
Site: Chino Hills HS Event: Competition Cheer - National Cheerleaders Association Junior and Senior High School Nationals Place: Dallas, TX Chaperone: 16 students/3 chaperones	January 24-29, 2019	Cost: \$815.00 per student Funding Source: Parents and fundraising
Site: Chino Hills HS Event: Junior Varsity Song and Junior Varsity Competitive Cheer - Jamz Cheer and Dance Nationals Place: Las Vegas, NV Chaperone: 20 students/3 chaperones	February 21-24, 2019	Cost: \$500.00 per student Funding Source: Parents and fundraising
Site: Don Lugo HS Event: Advancement Via Individual Determination - Overnight College Tour Place: San Diego, CA Chaperone: 30 students/5 chaperones	October 25-26, 2018	Cost: \$70.00 per student Funding Source: AVID

FISCAL IMPACT

None.

NE:LF:rtr

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 4, 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
Preston R. Carr, Ed.D., Director, Alternative Education

**SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN CHINO VALLEY
UNIFIED SCHOOL DISTRICT AND CHAFFEY COMMUNITY
COLLEGE DISTRICT FOR DUAL ENROLLMENT CREDIT**

=====

BACKGROUND

Chino Valley Unified School District and Chaffey Community College District is interested in entering into an agreement for expanding dual enrollment opportunities for high school students who may not already be college-bound, or who are underrepresented in higher education. The dual enrollment classes will be offered outside the regular school day.

Students who complete college credit while enrolled in high school are more likely to earn high school diplomas, enroll in community and four-year college institutions, attend post-secondary education on a full-time basis, and complete degrees than students without these experiences.

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

RECOMMENDATION

It is recommended the Board of Education approve the Memorandum of Understanding between Chino Valley Unified School District and Chaffey Community College District for Dual Enrollment Credit.

FISCAL IMPACT

None.

NE:GP:PRC:smr

MEMORANDUM OF UNDERSTANDING

MOU NO.____

This Memorandum of Understanding ("MOU") is made and entered on October 5, 2018, by and between the Chaffey Community College District ("Chaffey College"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 5885 Haven Avenue, Rancho Cucamonga, CA 91737, and Chino Valley Unified School District ("CVUSD"), a public school district with its principal place of business at 5130 Riverside Drive, Chino, CA, 91710.

1.0 SCOPE OF WORK

1.1 Course Offerings

Chaffey College is exclusively responsible for providing courses to CVUSD students at no enrollment charge to CVUSD. Some courses may include course material fees and/or textbook costs. CHAFFEY COLLEGE will identify such expenses before courses are scheduled with CVUSD. All courses listed below are mutually agreed upon between CHAFFEY COLLEGE and CVUSD Administrations for CVUSD Dual Enrollment credit.

ANTHRO 3 - Introduction to Social and Cultural Anthropology

ASTRONOMY 26 - Stars and Galaxies

CINEMA 26 - Survey of American Cinema

COMSTD 2 - Fundamentals of Effective Speaking

ENGLISH 77 - Latino Literature

GUIDANCE 2 - Essentials for Student Success

GUIDANCE 3 - Career Exploration and Planning

GUIDANCE 6 – Successful College Transition

MUSIC 22 - History of Rock Music

PSYCH 25 - Developmental Psychology: Lifespan Development

1.2 Facilities

CVUSD is exclusively responsible and fully responsible for providing all facilities associated with the course offerings at no charge to CHAFFEY COLLEGE. Use of facilities by CHAFFEY COLLEGE employees will be in line with all CVUSD policies and procedures.

1.3 Equipment

CHAFFEY COLLEGE will provide additional equipment at no charge to CVUSD to augment the existing equipment in cases where instructional equipment needs cannot be met by current available CVUSD equipment. CVUSD will provide Internet access, classroom key, restroom key to CHAFFEY COLLEGE instructors.

1.4 Employees

CHAFFEY COLLEGE will staff, at no cost to CVUSD, all courses with CHAFFEY COLLEGE faculty who are approved by CHAFFEY COLLEGE to teach those courses on CHAFFEY COLLEGE campuses.

1.5 High School Partnership Enrollment

CVUSD students who participate in CHAFFEY COLLEGE courses must have completed the following admission, documentation, and registration requirements.

Admission Requirements:

- a. Overall Grade Point Average (GPA) of 2.0 or higher
- b. Attend a CHAFFEY COLLEGE orientation
- c. High School Certification form
- d. Parental Advisory form
- e. Submit Official High School transcript

1.6 High School/College Credit and Grade Issuance

CHAFFEY COLLEGE is exclusively responsible for issuing student grades within 1 month of the end of term to CVUSD. CVUSD is exclusively responsible for issuance of high school credit and course grades. CHAFFEY COLLEGE is responsible for maintaining records in its student databases. CVUSD is responsible for maintaining records in its student databases. The student may earn CVUSD credit with the provision of a CVUSD Course Agreement form and official CHAFFEY COLLEGE transcript. A 3.0 unit or more one-semester CHAFFEY COLLEGE class will earn one semester of CVUSD elective credit (5.0 credits).

1.7 Student Discipline

Students enrolled in CHAFFEY COLLEGE courses on CVUSD campuses are subject to CHAFFEY COLLEGE'S rules and policies related to student discipline. CHAFFEY COLLEGE instructors will include these rules as part of the syllabi of each course and review them with students at the beginning of the course.

1.8 Print and Electronic Media and Marketing

CVUSD will not use the CHAFFEY COLLEGE'S name, image, or logo without prior authorization from CHAFFEY COLLEGE'S agent to this agreement. CHAFFEY COLLEGE will not use the CVUSD'S name, image, or logo without prior authorization from CVUSD'S agent to this agreement.

1.9 Student Records

CHAFFEY COLLEGE instructors and administrators will abide by the conditions of the Family Education Rights and Privacy Act of 1974 (FERPA), which affords students attending a post-secondary institution limited control over disclosure of their education records.

2.0 TERMS FOR RENEWAL AND CHANGE

The term of this MOU shall commence on October 5, 2018 and end on August 8, 2019. This MOU may be terminated by either Party at any time with or without cause by giving written notice to the other no less than one semester prior to the requested termination date to minimize the impact on students. This agreement may be amended with the written consent of both parties. Prior to each School session, CHAFFEY COLLEGE and CVUSD will mutually agree on courses offered.

3.0 INDEMNIFICATION

Each Party and their successors or assignees agree to indemnify, defend and hold harmless the other and its Governing Board, officers, employees, agents, claims, causes of action, suits, and all liabilities, costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), to be caused by or arising from: (a) the negligent acts, errors, or omissions; (b) any violations of federal, state, or local statutes & regulations arising out of or resulting from any negligent act, error or omission; or, (c) the use of any copyrighted materials or patented inventions. The rights and obligations created by this indemnification provision shall survive termination or expiration of the MOU for one year.

For any claims related to this agreement, CHAFFEY COLLEGE'S insurance coverage shall be primary insurance as respects the CVUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CVUSD, its officers, officials, employees or volunteers shall be excess of CHAFFEY COLLEGE'S insurance and shall not contribute to it.

Coverage required under this Agreement shall not be canceled or non-renewed without 30 days prior written notice from CHAFFEY COLLEGE to CVUSD, except where cancellation is for nonpayment of premium, then 10 days' prior notice shall be given.

If Professional Liability, and/or Errors & Omissions coverages are written on a claims-made form:

- (a) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
- (b) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- (c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, CHAFFEY

must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

- (d) A copy of the claims reporting requirements must be submitted to the CVUSD for review.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII and admitted to do business in the state of California, or accepted by the Surplus Lines Association to do business in California.

Verification of Coverage

CHAFFEY COLLEGE shall furnish CVUSD with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by CVUSD before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. CVUSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Waiver of Subrogation

CHAFFEY COLLEGE hereby grants to CVUSD a waiver of any right to subrogation which any insurer or contractor may acquire from vendor by virtue of the payment of any loss. CHAFFEY COLLEGE agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CVUSD for all work performed by CHAFFEY COLLEGE, its employees, agents and subcontractors.

Subcontractors

CHAFFEY COLLEGE shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

4.0 INSURANCE

Each party agrees to self-insure itself, at its sole expense, in the insurance coverages with the limits of not less than those specified below:

- (a) General Liability: \$1,000,000 Per occurrence for bodily injury, personal and advertising injury and property damage.

Contractor's insurance to be primary and non-contributory.
30-day notice of intent to cancel, non-renew, or make material change in coverage.

- (b) Workers' compensation: Statutory Form.
30-day notice of intent to cancel, non-renew, or make material change in coverage.
- (c) Employers' Liability: \$1,000,000 per occurrence
- (d) Commercial General Liability: \$1,000,000 combined single limit per occurrence, including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" basis.
- (e) Automobile Liability Insurance: \$300,000 combined single limit covering all owned, non-owned and hired vehicles. \$1,000,000 combined single limit for bodily injury and property damage per accident; coverage to include owned, non-owned, and hired automobiles.
- (f) Sexual Abuse or Molestation: \$3,000,000 Aggregate per occurrence.

5.0 INDEPENDENT CONTRACTOR

Each Party, in the performance of this MOU, shall be and act as an independent contractor. Each Party understands and agrees that its employees shall not be considered officers, employees or agents of the other, and are not entitled to benefits of any kind or nature normally provided employees of the other, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. Each Party assumes the full responsibility for its acts or liabilities including those of its employees or agents as they relate to the services performed under this MOU. Each Party shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to its employees. Each Party will not withhold taxes for the other or the other's employees or independent subcontractors. Each Party agrees to indemnify, defend and hold the other harmless from and against any and all liability arising from any failure of the other to pay or withhold any applicable tax when due.

6.0 EMPLOYMENT WITH PUBLIC AGENCY

No employee of another public agency can receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time expended in the execution of the services under this MOU.

7.0 CONFLICT OF INTEREST

Neither Party shall hire any officer or employee of the other to perform any service under this MOU. Each Party affirms that to the best of its knowledge there exists no actual or potential conflict between family, business or financial interests and the services provided under this MOU, and in the event of change in either private interests or service under this MOU, and question regarding possible conflict of interest which may arise as a result of such change will

be raised with the other. Neither Party, its officials, officers, employees, agents or volunteers, shall be in a reporting relationship to an employee who is a near relative, nor shall the near relative be in a decision-making position with respect to a Party.

8.0 COMPLIANCE WITH APPLICABLE LAWS

The services completed herein must meet the approval of CVUSD and shall be subject to the CVUSD's general right of inspection to secure the satisfactory completion thereof. Both Parties agree to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to them. Both Parties' employees and agents shall secure and maintain in full force such permits and licenses as are required by law in connection with the performing services under this MOU.

9.0 RECORDS ABOUT INDIVIDUALS

California law, as well as CHAFFEY COLLEGE policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.

9.1 Unless otherwise provided in writing, records containing confidential or personal information about individuals will become the property of each Party and subject to state law and the Parties' policies governing privacy and access to files.

9.2 Each Party shall have access to and the right to examine any pertinent books, documents, papers, and records of the other involving transactions and work related to this MOU until the expiration of five years after final payment hereunder. Each Party shall retain such records for a period of five years from the date of final payment.

9.3 Each Party shall use best efforts to keep confidential any information provided by the other and marked "Confidential Information," or any oral information conveyed to one by the other and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following: (i) information that can be demonstrated by written records was known prior to the effective date of this MOU; (ii) is currently in, or in the future enters, the public domain other than through a breach of this MOU or through other acts or omissions of one Party; or (iii) is obtained lawfully from a third party.

10.0 DRUG-FREE WORKPLACE POLICY AND REQUIREMENTS

While performing any service for under this MOU, the Parties' employees, agents, or subcontractors shall not: (a) be under the influence of alcohol or any controlled substance, (b) use, possess, distribute, or sell illicit or unprescribed controlled drugs, drug paraphernalia, or alcoholic beverages, or (c) misuse legitimate drugs.

11.0 ANTIDISCRIMINATION IN EMPLOYMENT

Each Party agrees that it will not engage in unlawful discrimination in employment of persons because of age , gender, gender identity, gender expression, race or ethnicity, color, religious creed, national origin, ancestry, physical handicap, medical condition, pregnancy, marital status, or sexual orientation of such persons.

12.0 FORCE MAJEURE

Neither Party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable event which is beyond that Party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign or contractual capacity, (c) strikes, lockouts or other industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.

13.0 GOVERNING LAW

The terms and conditions of this MOU shall be governed by the laws of the State of California with venue in the County of San Bernardino, California.

14.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT

The obligations of one Party to the other pursuant to this MOU shall not be assigned or subcontracted to another entity or individual without the express written approval of the other.

15.0 NO THIRD-PARTY RIGHTS

Nothing in this MOU is intended to make any person or entity who has not signed this MOU a third-party beneficiary of any right created by this MOU or by operation of law.

16.0 NOTICE

Any notice or demand may be served upon one party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.

CHINO VALLEY UNIFIED SCHOOL DISTRICT:

Representative: Norm Enfield, Ed.D.,
Superintendent

Tel: 909-628-1201

CHAFFEY COMMUNITY COLLEGE DISTRICT:

Representative: Meridith Randall,
Associate Superintendent of Instruction and
Institutional Effectiveness

Tel: 909-652-6163

IN WITNESS WHEREOF, the parties execute this MOU effective on the date first written above:

CVUSD:

By: _____
Signature

Printed Name

Date: _____

CHAFFEY COLLEGE:

By: _____
Signature

Printed Name

Date: _____

Chino Valley Unified School District

Our Motto:

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

DATE: October 4, 2018

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: PROCLAMATION FOR RED RIBBON WEEK, OCTOBER 23-31, 2018

=====

BACKGROUND

The Chino Valley Unified School District supports Red Ribbon Week and encourages its students and staff to participate in drug prevention education activities, making a visible statement that we are firmly committed to a drug-free and alcohol abuse-free community and lifestyle. The attached proclamation recognizes the District's support of this campaign that is scheduled for October 23-31, 2018, and the national theme for the 2018 Red Ribbon Week is "Life Is Your Journey, Travel Drug Free."

Red Ribbon Week serves as a vehicle for districts, communities, and individuals to take a stand for the hopes and dreams of our children through a commitment to drug prevention education and a personal commitment to live drug-free lives with the ultimate goal being the creation of a drug-free America.

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

RECOMMENDATION

It is recommended the Board of Education adopt the proclamation for Red Ribbon Week, October 23-31, 2018.

FISCAL IMPACT

None.

NE:LF:rtr

**Chino Valley Unified School District
Proclamation
Red Ribbon Week
October 23-31, 2018**

WHEREAS, it is imperative that community members launch visible substance abuse prevention education efforts to reduce the demand for drugs;

WHEREAS, supporting the national theme for the 2018 Red Ribbon Week, "Life Is Your Journey, Travel Drug Free," will help to broadcast one message, creating a turning point to change behavior;

WHEREAS, the Red Ribbon Campaign will be celebrated in every community in America during Red Ribbon Week, October 23-31, 2018; and

WHEREAS, business, government, law enforcement, schools, religious institutions, service organizations, youth, senior citizens, military, sports teams, and individuals can demonstrate their commitment to drug-free and alcohol abuse-free, healthy lifestyles by wearing and displaying red ribbons during this campaign.

NOW, THEREFORE, BE IT RESOLVED the Board of Education of the Chino Valley Unified School District does hereby support October 23-31, 2018, as Red Ribbon Week, and encourages its students and staff to participate in drug prevention education activities, making a visible statement that we are firmly committed to a drug-free and alcohol abuse-free community and lifestyle.

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: October 4, 2018

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: PURCHASE ORDER REGISTER

=====

BACKGROUND

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

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

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

RECOMMENDATION

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

FISCAL IMPACT

\$4,020,371.94 to all District funding sources.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 4, 2018

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: AGREEMENTS FOR CONTRACTOR/CONSULTANT SERVICES

=====

BACKGROUND

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

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

RECOMMENDATION

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

FISCAL IMPACT

As indicated.

NE:GJS:AGH:pw

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-1819-115 SHI. To provide Corel VideoStudio Pro 2018 software license. Submitted by: Canyon Hills JHS Duration of Agreement: October 5, 2018 - June 30, 2019	Contract amount: \$51.60 per license Funding source: Site Budget
CIIS-1819-118 American Academy of Pediatrics. To provide one-year online subscription to Pediatric Care Online. Submitted by: Health Services Duration of Agreement: October 5, 2018 - September 30, 2019	Contract amount: \$670.00 Funding source: LCAP
CIIS-1819-119 Kaiser Foundation Health Plan, Inc. To provide free assembly for 4th and 5th grade students-The Amazing Food Detective. Submitted by: Walnut ES Duration of Agreement: October 5, 2018 - June 30, 2019	Contract amount: None Funding source: None
CIIS-1819-120 John Wiley & Sons Inc. To provide assessment software. Submitted by: Special Education Duration of Agreement: October 5, 2018 - June 30, 2019	Contract amount: \$500.00 Funding source: General Fund

FACILITIES, PLANNING, AND OPERATIONS	FISCAL IMPACT
F-1819-015 TYR, Inc. To provide master contract for DSA project inspection services. Submitted by: Facilities, Planning, and Operations Duration of Agreement: October 5, 2018 - June 30, 2021	Contract amount: Per project authorization Funding source: Measure G Fund 21
F-1819-016 Team Inspections. To provide master contract for DSA project inspection services. Submitted by: Facilities, Planning, and Operations Duration of Agreement: October 5, 2018 - June 30, 2021	Contract amount: Per project authorization Funding source: Measure G Fund 21
F-1819-018 Knowland Construction Services, Inc. To provide master contract for geotechnical services. Submitted by: Facilities, Planning, and Operations Duration of Agreement: October 5, 2018 - June 30, 2021	Contract amount: Per project authorization Funding source: Measure G Fund 21
F-1819-037 Master Wash Inc. To provide fleet vehicle washing services. Submitted by: Transportation Duration of Agreement: October 5, 2018 - June 30, 2019	Contract amount: \$25,000.00 Funding source: General Fund
F-1819-038 Koury Engineering & Testing. To provide master contract for geotechnical services. Submitted by: Facilities, Planning, and Operations Duration of Agreement: October 5, 2018 - June 30, 2021	Contract amount: Per project authorization Funding source: Measure G Fund 21
F-1819-039 John R. Byerly. To provide master contract for geotechnical services. Submitted by: Facilities, Planning, and Operations Duration of Agreement: October 5, 2018 - June 30, 2021	Contract amount: Per project authorization Funding source: Measure G Fund 21
F-1819-040 Leighton Consulting, Inc. To provide master contract for geotechnical services. Submitted by: Facilities, Planning, and Operations Duration of Agreement: October 5, 2018 - June 30, 2021	Contract amount: Per project authorization Funding source: Measure G Fund 21

HUMAN RESOURCES	FISCAL IMPACT
HR-1819-010 Community Matters. To provide Safe School Ambassador program training and support to participating schools. Submitted by: Risk Management Duration of Agreement: July 1, 2018 - June 30, 2019	Contract amount: \$154,000.00 Funding source: LCAP

MASTER CONTRACTS	FISCAL IMPACT
MC-1819-033 Local Boy LLC. To provide DJ services and photo booth. Submitted by: Canyon Hills JHS Duration of Agreement: October 5, 2018 - June 30, 2021	Contract amount: Per rate sheet Funding source: ASB/USB/PFA/PTA/Boosters
MC-1819-034 Code Blue Photo Booth. To provide event photo booth services. Submitted by: Briggs K-8 Duration of Agreement: October 5, 2018 - June 30, 2021	Contract amount: Per rate sheet Funding source: ASB/USB/PFA/PTA/Boosters
MC-1819-036 Robert Castillo dba BMX Freestyle Team LLC. To provide BMX assembly. Submitted by: Glenmeade ES Duration of Agreement: October 5, 2018 - June 30, 2019	Contract amount: \$1,075.00 Funding source: ASB/USB/PFA/PTA/Boosters
MC-1819-037 PMMNP dba Perferred Mobile Music N' Promotion Events, USA. To provide DJ services. Submitted by: Canyon Hills JHS Duration of Agreement: October 5, 2018 - June 30, 2021	Contract amount: \$2,000.00 Funding source: ASB/USB/PFA/PTA/Boosters
MC-1819-038 Lakeland Tours, LLC dba WorldStrides. To provide travel coordination for trip to Washington D.C. and New York. Submitted by: Townsend JHS Duration of Agreement: October 5, 2018 - June 30, 2021	Contract amount: Per rate sheet Funding source: Parents

APPROVED CONTRACTS TO BE AMENDED	AMENDMENT
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 Original Agreement Board Approved: September 6, 2018	Add Borba ES and increase contract amount from \$3,360.00 to \$6,120.00 Funding source: Title I
CIIS-1819-112 Tools4Ever. To provide professional and consulting services to support User Management Resource Administrator (UMRA). Submitted by: Technology Duration of Agreement: July 1, 2018 - June 30, 2019 Original Agreement Board Approved: September 6, 2018	Increase contract amount from \$1,750.00 to \$2,625.00 Funding source: General Fund
CIIS-1819-025 Forrest L. Story dba Public Sector Excellence. To provide professional development. Submitted by: Professional Development Duration of Agreement: July 1, 2018 - June 30, 2019 Original Agreement Board Approved: June 14, 2018	Increase contract amount from \$16,800.00 to \$33,600.00 Funding source: Title II
F-1314-010 WLC Architects, Inc. To provide architectural services for various projects. Submitted by: Facilities, Planning, and Operations Duration of Agreement: January 1, 2014 - June 30, 2017 Original Agreement Board Approved: January 16, 2014	Extend duration of agreement to: January 1, 2014 - June 30, 2019 Funding source: Measure G Fund 21

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 4, 2018

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: SURPLUS/OBSOLETE PROPERTY

=====

BACKGROUND

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

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

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

RECOMMENDATION

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

FISCAL IMPACT

Increase to the General Fund from proceeds of sale.

NE:GJS:pw

**CHINO VALLEY UNIFIED SCHOOL DISTRICT
SURPLUS/OBSOLETE PROPERTY**

October 4, 2018

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Books (1 box)			Supts. Office
Printer	HP	VND3B33390	Oak Ridge ES
Printer	HP		Oak Ridge ES
TV	Panasonic	CT-27L8G	Oak Ridge ES
VCR/Video		DV2130	Oak Ridge ES
Printer	HP	VND3B33390	Oak Ridge ES
File Cabinets (3)			Wickman ES
TVs (30)			Wickman ES
Student Desks (25)			Wickman ES
Teacher Desks (4)			Wickman ES
Student Chairs (20)			Wickman ES
Maps (6)			Wickman ES
World Globes (9)			Wickman ES
Drawer - Large			Wickman ES
Toys - Various			Wickman ES
Printer			Wickman ES
Projector			Wickman ES
Misc. Items (14)			Wickman ES
Headphones (30)			Wickman ES
Projector	Epson	27347	Wickman ES
Laptop	Apple	24809	Wickman ES
Laptop	Apple	24835	Wickman ES
Laptop	Apple	24814	Wickman ES
Scan Kit	Sharpant		Wickman ES
Keyboard	DELL		Wickman ES
Clock	Simplex		Wickman ES
Clock	Battery		Wickman ES
Boom Boxes (2)	JVC		Wickman ES
Table			Magnolia JHS
VCR	Samsung	12020	Magnolia JHS
TV	Samsung	SN 392R361737J	Magnolia JHS
TV	Samsung	SN 392R361744X	Magnolia JHS
Conference Table			Magnolia JHS
File Cabinet		A09397	Magnolia JHS
File Cabinet		A00275	Magnolia JHS
File Cabinet			Magnolia JHS
File Cabinet		A19210	Magnolia JHS
File Cabinet		A02342	Magnolia JHS

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Bookshelves (4)			Magnolia JHS
Double Desk			Magnolia JHS
Chairs (7)			Magnolia JHS
Rolling Desk			Magnolia JHS
TV Stand			Magnolia JHS
Student Desk			Magnolia JHS
Printer	Xerox	FBT177598	Magnolia JHS
Printer		29928	Magnolia JHS
Teacher Chairs (4)			Magnolia JHS
TV		210637020	Magnolia JHS
Metal Cart	NDEA		Magnolia JHS
Printer	HP	USBNJ42207/13293	Magnolia JHS
Computer		83COWL1/31934	Magnolia JHS
Computer	Dell	73COWL1/31938	Magnolia JHS
Computer	Dell	53COWL1/31937	Magnolia JHS
Computer	Dell	0035001/39446	Magnolia JHS
Computer	Dell	J202YH1/29328	Magnolia JHS
Computer	Dell	39808	Magnolia JHS
Monitor	Dell	1708FPB	Magnolia JHS
TV	Samsung	392R361737J	Magnolia JHS
VCR	Samsung	6VAR400453R	Magnolia JHS
Monitor	Dell	CN-OGTXN4-744453 2J-APSL	Magnolia JHS
Keyboard	Dell		Magnolia JHS
Computer	Dell	25907	Magnolia JHS
Laptop	Dell	PN	Magnolia JHS
Laptops (2)	Dell		Magnolia JHS
Printer	Xerox	DWX873528	Magnolia JHS
Printer	Xerox	FBI177598	Magnolia JHS
Computer Cart			Magnolia JHS
Laptops (20)	Dell	5586	Magnolia JHS
Projector	Aver Media	33581	Magnolia JHS
Projector	Aver Media	C0586	Magnolia JHS
Projector	Epson	47473	Magnolia JHS
iPad with Case	Apple	OMPN8BC7FI85	Magnolia JHS
Printer	Hp	CNG9C8ROBF	Magnolia JHS
Monitor	Dell	Q1M86V	Magnolia JHS
Printer	Safety	MY387282F6	Magnolia JHS
Computer	Dell	MX071L477-48323	Magnolia JHS
Computer	Dell	CNOC730C-71623-89N0478	Magnolia JHS
Computer	Dell	127J7ml	Magnolia JHS
Monitors (2)	Dell		Magnolia JHS
Keyboard	Dell		Magnolia JHS

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Mouse	Dell		Magnolia JHS
Radio	Philips	AZ132517	Magnolia JHS
Speaker	Redcat	RXRCZ1301230284	Magnolia JHS
Monitor	Dell	CNFSS1101700100	Magnolia JHS
Tower	Dell	31952	Magnolia JHS
Tower	Dell	31949	Magnolia JHS
Monitor	Dell	CN-OC730C-71623-9CO- 1581	Magnolia JHS
Tower	Dell	31948	Magnolia JHS
Keyboard	Dell	CN-001331-71616-9BN-cnY	Magnolia JHS
Tape Recorder	Schoolmate	374102883	Magnolia JHS
Tape Recorder	Schoolmate	374102884	Magnolia JHS
Tape Recorder	Sound design	4955-Blk	Magnolia JHS
Monitor	Dell	FS-S110700100-9	Magnolia JHS
Speaker	Redcat	40115	Magnolia JHS
Printer	Deskjet	32603	Magnolia JHS
Radio	GPX	BC112B	Magnolia JHS
Doc Camera	Aver Media	257SO 1010	Magnolia JHS
Printer	HP	CM7S5A	Magnolia JHS
Printer	HP	CN11J1X33K	Magnolia JHS
Tower	Dell	32102	Magnolia JHS
Monitor	Dell	CNFSS110170010009CV	Magnolia JHS
Monitor Stand	Dell	T202-271469	Magnolia JHS
Monitor Stand	Dell	1202-271469	Magnolia JHS
Monitor	Dell	OH1N01260A	Magnolia JHS
Monitor Stand	Dell	T202-2716K	Magnolia JHS
Computer Stand	HP	T202-27471	Magnolia JHS
Computer Stand	HP	T202-27146N	Magnolia JHS
Computer Stand	HP	1202-271473	Magnolia JHS
Projector	Averuission	S30631S200046	Magnolia JHS
Projector	Epson	33849	Magnolia JHS
Projector	Epson	27556	Magnolia JHS
Speakers	SNL	GEN9751000461	Magnolia JHS
Laptop	Dell	8349	Magnolia JHS
Laptop	Dell	MJH Physed-LAP	Magnolia JHS
Computer	Dell	OKXG VD	Magnolia JHS
Monitor	Dell	REV A03	Magnolia JHS
Keyboard	Dell	KB 212-8	Magnolia JHS
Monitor	Dell	110728H0401964	Magnolia JHS
Keyboard	Dell	KB212-B	Magnolia JHS
Computer	Dell	39321Tab	Magnolia JHS
Printer	Xerox	MXX460733	Magnolia JHS
Computer	Dell	3934S	Magnolia JHS

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Monitor	Dell	CN-OC730C716231586786	Magnolia JHS
Keyboard	Dell	OSP02P	Magnolia JHS
Monitor	Nee	3Z174879GA	Magnolia JHS
Computer	Dell	39344	Magnolia JHS
Keyboard	Dell	OP-N052F	Magnolia JHS
Computer	Dell	39370	Magnolia JHS
Monitor	Dell	REV A03	Magnolia JHS
Monitor	Dell	6769	Magnolia JHS
Keyboard	Dell	OP-N05P02F	Magnolia JHS
TV	Samsung	11636	Magnolia JHS
VCR	Samsung	12020	Magnolia JHS
Printer	HP	CNB9J49292	Magnolia JHS
Whole Puncher	Swing line	Model 535	Magnolia JHS
Projector	Epson	29766	Magnolia JHS
Projector	Epson	39021	Magnolia JHS
Tower	Custom Built Solutions	21035	Magnolia JHS
Projector	Aver Media	29685	Magnolia JHS
Monitor	Dell	FSS110170011000	Magnolia JHS
Laptop	Dell	OKXGVO	Magnolia JHS
Tower	Dell	31944	Magnolia JHS
Keyboard	Dell	CN-ODV331-71616	Magnolia JHS
Keyboard	Dell	CN-ODV331-71616	Magnolia JHS
Keyboard	HP	CL81219511	Magnolia JHS
Keyboard	Dell	OSP02F	Magnolia JHS
Keyboard	Microsoft	9411010	Magnolia JHS
Keyboard	Ativa	611460	Magnolia JHS
Keyboard	Dell	BCRNOAHHSA4 VU	Magnolia JHS
Keyboard	Dell	KB212-B	Magnolia JHS
Keyboard	Dell	OT836-447517C4-01V7	Magnolia JHS
Keyboard	Inland	MC55718	Magnolia JHS
Keyboard	Dell	00344-37172-66F01X4	Magnolia JHS
Keyboard	Dell	OXD31W -71581-288- OOP0	Magnolia JHS
Copy Machine	Xerox	29928	Magnolia JHS
DVR	Mid Drive	C03972	Magnolia JHS
TV	C06518		Townsend JHS
TV Mount			Townsend JHS
VCR	Panasonic		Townsend JHS
Monitors (4)			Townsend JHS
Printer	Xerox Phaser 610	27051	Townsend JHS
Printer	HP Deskjet 940C	C61095	Townsend JHS
Printer	HP Deskjet 5150		Townsend JHS
Desk/Chair Comb. (5)			Townsend JHS

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
File Cabinet		A16298	Townsend JHS
Chain Link Fence-Roll			Townsend JHS
Microwave Ovens (3)			Townsend JHS
Table-Round			Townsend JHS
Desk			Townsend JHS
Kitchen Rolling Rack			Townsend JHS
Floor Mat-Rolled up			Townsend JHS
Kitchen Carts (2)			Townsend JHS
Desk Work Station			Townsend JHS
Chalk/White Board			Townsend JHS
Computer	Dell	44858	Ayala HS

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 4, 2018

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: NOTICE OF COMPLETION FOR CUPCCAA PROJECTS

=====

BACKGROUND

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

CUPCCAA Project	Project Description	Contractor	Original Quotation	Change Order	Total	Funding Source
CC2018-37	Landscape of Trees and Shrubs at El Rancho ES	Mission Landscape Co., Inc.	\$20,033.00	N/A	\$20,033.00	21
CC2018-43	General Interior Work at El Rancho ES	J2 Builders	\$42,300.00	N/A	\$42,300.00	21

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

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

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

RECOMMENDATION

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

FISCAL IMPACT

\$62,333.00 to Building Fund 21.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 4, 2018

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 17-18-19F, AYALA HS, CHINO HILLS HS, AND DON LUGO HS TENNIS COURT RESURFACING

=====

BACKGROUND

On May 3, 2018, the Board of Education awarded Bid No. 17-18-19F, Ayala HS, Chino Hills HS, and Don Lugo HS Tennis Court Resurfacing to Trueline Construction and Surfacing, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Trueline Construction and Surfacing, Inc.	\$4,410.00
Bid Amount:		\$167,156.00
Revised Total Project Amount:		\$171,566.00
Retention Amount:		\$8,578.30

The change order results in a net increase of \$4,410.00 to the construction cost and no change in contract time. The revised total project cost, including all change orders, is \$171,566.00. All contracted work was completed on September 12, 2018.

Documentation indicating satisfactory completion and compliance with specification and requirements has been obtained from the following individuals: site administrators; Jonathan Campbell, Supervisor, 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 17-18-19F, Ayala HS, Chino Hills HS, and Don Lugo HS Tennis Court Resurfacing.

FISCAL IMPACT

\$111,437.33 to Tax A Fund 25.

\$60,128.67 to RDA Fund 25.

NE:GJS:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning, and Operations Division

5130 Riverside Drive

Chino, CA 91719

Telephone: 909.628.1201 x1450 FAX: 909.590.1639

C H A N G E O R D E R

DATE: 8/17/2018 BID # 17-18-19F CHANGE ORDER # 1

PROJECT: Ayala HS, Don Lugo HS and Chino Hills HS Tennis Court Resurfacing.

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

OWNER: Chino Valley Unified School District

ARCHITECT: N/A CONTRACTOR: TrueLine Construction & Surfacing, Inc.

THE CONTRACTOR IS HEREBY AUTHORIZED TO DO THE FOLLOWING: Additional 630 feet of Caulking needed to complete surface preparation.

Requested by: Jonathan Campbell

Reason: Damage along perimeter of courts, adjacent to existing planters.

The original contract amount was:	\$	167,156.00
The contract amount will be increased/decreased by this Change Order:	\$	4,410.00
The new contract amount including this Change Order will be:	\$	171,566.00
The original contract completion date:	<u>8/31/2018</u>	
The contract time will be increased/decreased by days:	<u>N/A</u>	
The date of completion as a result of this Change Order is:	<u>Same as above</u>	

APPROVED BY:

N/A
GENERAL CONTRACTOR

DATE

N/A
DSA INSPECTOR OF RECORD

DATE

[Signature]
CVUSD CONSTRUCTION COORDINATOR

DATE 8/22/18

[Signature]
PROJECT MANAGER

DATE 8/17/2018

[Signature]
CVUSD DIRECTOR OF MAINTENANCE, OPERATIONS & CONSTRUCTION

DATE 8/17/18

[Signature]
OWNER (authorized agent)

DATE 8/22/18

N/A
ARCHITECT/ENGINEER/CONSULTANT

DATE

APPROVED		
DIVISION OF THE STATE ARCHITECT		
ACS	FLS	SSS
A#	DATE	

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 4, 2018

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: REIMBURSEMENT AGREEMENT FOR DSA INSPECTION SERVICES THROUGH THE CITY OF CHINO HILLS

=====

BACKGROUND

On October 16, 2015, the Board of Education approved a land use agreement with the city of Chino Hills to construct, maintain and operate a public park (the "Project") on District property adjacent to Chaparral ES, located at 4849 Bird Farm Rd., Chino Hills, CA 91709. Per this agreement and per the Department of State Architect (DSA) approved plans, all work on this project must be inspected and approved by a DSA Inspector of Record.

The District will be providing the DSA inspector through a Board approved inspection service provider, HBI Inspections and the city will reimburse the District for these costs through the reimbursement agreement.

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

RECOMMENDATION

It is recommended the Board of Education approve the Reimbursement Agreement for DSA Inspection services through the city of Chino Hills.

FISCAL IMPACT

None.

NE:GJS:pw

AGREEMENT FOR ADVANCE OF FUNDS
(Reimbursement Agreement for DSA Inspector Services)

This Agreement for Advance of Funds (the "Agreement") is entered into as of October 5, 2018 (the "Effective Date") by and between the Chino Valley Unified School District (the "District") and the City of Chino Hills ("City"). District and City may be referred to in this Agreement collectively as the "Parties."

WITNESSETH

WHEREAS, the District entered into a land use agreement with the City on October 16, 2015, for the City to construct, maintain and operate a public park (the "Project") on District property adjacent to Chaparral Elementary School, located at 4849 Bird Farm Rd., Chino Hills, CA 91709 (the "Premises"); and

WHEREAS, the Department of General Services, Division of the State Architect ("DSA") requires that the Project being constructed by the City is consistent with the plans and specifications approved by DSA and as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Work"); and

WHEREAS, consistent with Education Code section 17311, District has entered into a contract for competent, adequate, and continuous building inspection services during the construction of the Project with HBI Inspection Services ("Inspection Services"), a firm satisfactory to the District and to DSA; and

WHEREAS, the District has agreed to advance the cost for the Inspection Services and the City has agreed to reimburse District for such costs per Exhibit "B" attached hereto and incorporated herein;

NOW, THEREFORE, in consideration of the above recitals and the terms and conditions set forth hereinafter, the Parties agree as follows:

1. The District agrees to advance the costs incurred for the Inspection Services related to the Project.

2. The City agrees to reimburse the District for the costs advanced by the District to compensate for the Inspection Services upon receipt of District's monthly invoice, supported by a detailed invoice of work performed. The City shall pay all such invoices within 14 business days from the date of each such invoice payable to the District at the following address:

Chino Valley Unified School District
5130 Riverside Drive
Chino, California 91710-4130
Attn: Gregory Stachura

3. The Parties agree that the compensation for the Inspection Services shall not exceed \$45,220.00 unless such amount is increased with the mutual written consent of the Parties.

4. The term of this Agreement shall commence as of the Effective Date and shall continue until the Project has been completed and is compliant with all applicable requirements of DSA Procedure: Project Certification Process (PR 13-02), or successor DSA Procedure.

5. Neither party may assign its rights or obligations under this Agreement to another party.

6. This Agreement may only be amended in writing by mutual consent of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

CITY OF CHINO HILLS

By: _____

By: _____

Name: Gregory J. Stachura

Name: _____

Title: Assistant Superintendent

Title: _____

Date: October 5, 2018

Date: _____

Board Approved: October 4, 2018



4/24/2018 - APPROVAL OF PLAN(S)

WAYNE JOSEPH
CHINO VALLEY UNIFIED SCHOOL DISTRICT
5130 RIVERSIDE DRIVE
CHINO, 91710

Project: CHAPARRAL ELEMENTARY SCHOOL / LOS SERRANOS PARK

Total Scope of Project: Construction of 1-Single story CMU Toilet Building 28 Ft. x 28 Ft. T-1, 2-Shade Structures 32 Ft X 32 Ft. each, 1-Site Improvements (including playground equipment, post tensioned concrete basketball court, picnic areas and exercise stations)

Increment #: 0
Application #: 04-116715
File #: 36-11

Drawings and specifications for the subject project have been examined and stamped by the Division of the State Architect (DSA) for identification on 4/24/2018. This letter constitutes the "written approval of the plans as to the safety of design and construction" required before letting any contract for construction, and applies to the work shown on these drawings and specifications. The date of this letter is the DSA approval date.

Approval is limited to the particular location shown on the drawings and is conditioned on construction starting within one year from the stamped date. The inspector must be approved and the contract information, including the construction start date, must be given to DSA prior to start of construction.

DSA does not review drawings and specifications for compliance with Parts 3 (California Electrical Code), 4 (California Mechanical Code), and 5 (California Plumbing Code) of Title 24. It is the responsibility of the professional consultants named on the application to verify this compliance.

Please refer only to the boxes checked below which indicate applicable conditions specific to this project.

- ☒ Buildings constructed in accordance with approved drawings and specifications will meet minimum required standard given in Title 24, California Code of Regulations, for structural safety.
- ☒ Buildings or site improvements constructed in accordance with approved drawings and specifications will meet minimum required standard given in Title 24, California Code of Regulations, for fire and life safety.
- ☒ This constitutes the written approval certifying that the drawings and specifications are in compliance with state regulations for the accommodation of the disabled which are required before letting any contract for construction. (See Section 4454, Government Code.)

- ☐ Due to the nature of the building(s), certain precautions considered necessary to assure long service have not been required. In the condition as built, the building(s) will meet minimum required standards for structural, and fire and life safety. The owner must observe and correct deterioration in the building in order to maintain it in a safe condition.
- ☐ Your attention is drawn to the fact that this application was submitted under the provisions of Sections 39140/81130 of the Education Code which permit repairs or replacement of a fire damaged building to be made in accordance with the drawings and specifications previously approved by this office. The drawings and specifications approved for the reconstruction of this building conform to the drawings and specifications approved under application # _____.
- ☐ Due to the nature of the poles, certain precautions considered necessary to assure long service have not been insisted upon. In their condition as built, they will meet minimum required safety standards; however, your attention is directed to the comparatively short life of wood poles. It will be the responsibility of the owner to maintain them in a safe condition.
- ☐ Bleachers or grandstands constructed in accordance with approved drawings and specifications will meet minimum required standards for structural, and fire and life safety. The owner should provide for and require periodic safety inspections throughout the period of use to ensure framing and other parts have not been damaged or removed. On bleachers or grandstands having bolts, locking or safety devices, the owner should require that all such components be properly tightened or locked prior to each use.
- ☐ The building(s) was designed to support a snow load of 0 pounds per square foot of roof area. Snow removal must be considered if the amount of snow exceeds that for which the building(s) was designed.
- ☐ Deferred Approval(s) Items:

This project has been classified as **Class 2**. An Inspector who is certified by DSA to inspect this class of project must be approved by DSA prior to start of construction.

Please refer to the above application number in all correspondence, reports, etc., in connection with this project.

Sincerely,



Digitally signed by
Craig Rush
Date: 2018.05.14
16:03:18 -07'00'

for Chester "Chet" Widom, FAIA
State Architect

cc:
Architect
vgarcia@dgs.ca.gov



September 26, 2018

Chino Valley Unified School District
Attn: James Costa
5130 Riverside Drive
Chino, CA 91710

REFERENCE: ESTIMATED COST PROPOSAL – DSA INSPECTION FOR CHAPARRAL ES/LOS SERRANOS PARK _DSA APPLICATION # 04-116715

Dear Mr. Costa,

TYR, Inc. is honored to submit an estimated pricing proposal to Chino Valley Unified School District for inspection services for the above-mentioned project.

The following estimated proposal is based upon the expected starting date of October 9, 2018 with a duration of one-hundred ninety (190) calendar days and part time Project Inspector. With an hourly rate of \$85.00, the projected estimated cost of inspection services is \$45,220.00 (this estimate excludes overtime, off hours and legal holidays).

Please refer to the table below for the monthly breakdown:

Chino Hills Chaparral ES/Los Serranos Park DSA # 04-116715				
Duration	Calendar Days	Working Days	Hours	Cost
October 9, 2018	23	17	68	\$ 5,780.00
Nov-18	30	21	84	\$ 7,140.00
Dec-18	31	20	80	\$ 6,800.00
Jan-19	31	22	88	\$ 7,480.00
Feb-19	28	20	80	\$ 6,800.00
Mar-19	31	21	84	\$ 7,140.00
April 16, 2019	16	12	48	\$ 4,080.00
Total Estimate	190	133	532	\$ 45,220.00

If there is any additional information you may need, please do not hesitate to call.

Best regards,

Youssef Sobhi
President and Senior Inspector

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 4, 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>
--------------------	------------------------	------------------------	------------------------------

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

CAZARES, Steven	Program Specialist	Special Education	10/05/2018
-----------------	--------------------	-------------------	------------

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

DELEEUW, Christina	Elementary Teacher	Dickey ES	10/05/2018
LANDGRAF, Krista	Instructional Coach	Woodcrest JHS	10/05/2018
CHLEBOUN, Jennifer	School Psychologist	Special Education	10/05/2018

PLACEMENT ON 39-MONTH

PYE, Steven	Special Education Teacher	Ayala HS	09/25/2018
-------------	---------------------------	----------	------------

LEAVE OF ABSENCE

DOMER, Shay	Elementary Teacher	Cortez ES	09/10/2018 through 06/30/2019
-------------	--------------------	-----------	-------------------------------------

RESIGNATION

CLARK, Ashley	Elementary Teacher	Liberty ES	09/28/2018
---------------	--------------------	------------	------------

APPOINTMENT – EXTRA DUTY

WILCOX, Eric (NBM)	Band (B)	Canyon Hills JHS	10/05/2018
STANFORD, Summer	Boys Water Polo (B)	Chino HS	10/05/2018
STANFORD, Summer	Girls Water Polo (B)	Chino HS	10/05/2018
FIMBRES, Jacob (NBM)	Football (B)	Chino Hills HS	10/05/2018
SAVAGE, Erik (NBM)	Football (B)	Chino Hills HS	10/05/2018
STANFORD, Summer	Swim (GF)	Chino Hills HS	10/05/2018
JENSEN, Gage (NBM)	Girls Soccer (B)	Don Lugo HS	10/05/2018
WALTZ, Dean (NBM)	Girls Basketball (B)	Don Lugo HS	10/05/2018

TOTAL GF:	\$3,607.00
-----------	------------

CERTIFICATED PERSONNEL (cont.)

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

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

BRUMBAUGH, Kara	TURNER, Donavan	WALTERS, Maressa	
-----------------	-----------------	------------------	--

CLASSIFIED PERSONNEL

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

HIRED AT THE APPROPRIATE PLACEMENT ON THE CLASSIFIED SALARY SCHEDULE**APPOINTMENT**

WOLF, Tamatha	Playground Supervisor (GF)	Glenmeade ES	10/05/2018
SIN, Carol	Bilingual Typist Clerk I – Mandarin (GF)	Hidden Trails ES	10/05/2018
SILVA, Vianca	IA/Special Education (SELPA/GF)	Magnolia JHS	10/05/2018
ROCHA, Devon	IA/Special Education (SELPA/GF)	Ayala HS	10/05/2018
LOPEZ FLORES, Elvia	Attendance Clerk (GF)	Chino Hills HS	10/08/2018
TOWNSELL, Brandy	IA/Special Education (SELPA/GF)	Chino Hills HS	10/10/2018
VASQUEZ, Lisa	Nutrition Services Asst. II (NS)	Chino Hills HS	10/05/2018
BRITTO III, John	Network Technician (GF)	Technology	10/05/2018

PROMOTION

ORIHUELA, Diana	FROM: Typist Clerk II (GF) 8 hrs./201 work days TO: Counseling Assistant (GF) 8 hrs./213 work days	Ayala HS Briggs K-8	10/08/2018
LOPEZ, Victor	FROM: Groundsworker I (GF) 8 hrs./261 work days TO: Grounds Equipment Operator II (GF) 8 hrs./261 work days	Maintenance Maintenance	10/05/2018
MARQUEZ, Ascencion	FROM: Bus Driver (GF) 5.5 hrs./183 work days TO: Maintenance III/Painter (GF) 8 hrs./261 contract days	Transportation Maintenance	10/05/2018

CHANGE OF ASSIGNMENT

QUEVEDO, Lizette	FROM: Central Kitchen Asst. I (NS) 3.5 hrs./181 work days TO: Central Kitchen Asst. I (NS) 6.5 hrs./181 work days	Townsend JHS Townsend JHS	10/05/2018
------------------	--	------------------------------	------------

ADDITIONAL ASSIGNMENT

SERRATO, Myra	Typist Clerk I (C/ADLTCLW)	Adult School	10/05/2018
---------------	----------------------------	--------------	------------

CLASSIFIED PERSONNEL (cont.)

INCREASE OF HOURS

KANG, Jennie	FROM: IA/Biling.-Bilit.- Korean (ABG)	Adult School	10/08/2018
	3.5 hrs./166 work days		
	TO: IA/Biling.-Bilit.- Korean (ABG)	Adult School	
	4 hrs./166 work days		

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

AKABORI, Alycia	BEBAWY, Valine	ZEIGLER, Kristin
-----------------	----------------	------------------

(504) = Federal Law for Individuals with Handicaps
(ACE) = Ace Driving School
(ADLTCALW) = Adult Cal Works
(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.
(ESLC) = ESL/Citizenship – Adult Education
(FRC) = Family Resource Center - TYKES
(G) = Grant Funded
(GF) = General Fund
(HBE) = Home Base Education
(MM) = Measure M – Fund 21
(MAA) = Medi-Cal Administrative Activities
(MCB) = Medi-Cal Billing Option
(MH) = Mental Health – Special Ed.
(NBM) = Non-Bargaining Member
(ND) = Neglected and Delinquent
(NS) = Nutrition Services Budget
(OPPR) = Opportunity Program
(PFA) = Parent Faculty Association
(R) = Restricted
(ROP) = Regional Occupation Program
(SAT) = Saturday School
(SB813) = Medi-Cal Admin. Activities Entity Fund
(SELPA) = Special Education Local Plan Area
(SOAR) = Students on a Rise
(SPEC) = Spectrum Schools
(SS) = Summer School
(SWAS) = School within a School
(VA) = Virtual Academy
(WIA) = Workforce Investment Act

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 4, 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: MEMORANDUM OF UNDERSTANDING FOR THE CALIFORNIA
AGRICULTURAL TEACHERS' INDUCTION PROGRAM WITH THE
SUTTER COUNTY SUPERINTENDENT OF SCHOOLS**

=====

BACKGROUND

The California Agriculture Teacher's Induction Program is a formal consortium between Sutter County Superintendent of Schools and the California Agricultural Teacher's Association. The Chino Valley Unified School District has an opportunity to establish a Memorandum of Understanding for the California Agricultural Teachers' Induction Program with the Sutter County Superintendent of Schools. This agreement will provide support to the District's current agriculture teachers working towards clearing their credentials.

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

RECOMMENDATION

It is recommended the Board of Education approve the Memorandum of Understanding for the California Agricultural Teachers' Induction Program with the Sutter County Superintendent of Schools.

FISCAL IMPACT

None.

NE:RR:SH:mcm



2018/2019 MEMORANDUM OF UNDERSTANDING
for the
California Agricultural Teachers' Induction Program
between
Sutter County Superintendent of Schools Office
and
Chino Valley Unified School District

General

This Memorandum of Understanding (MOU) is entered into between the Sutter County Superintendent of Schools Office (SCSOS), Local Educational Agency (LEA) for the California Agricultural Teachers' Induction Program (CATIP), and a participating district or COE referred to as "District" in this MOU, to implement the California Agricultural Teachers' Induction Program.

The effective date of this MOU is September 1, 2018 – June 30, 2019. The terms of this agreement shall remain in force unless mutually amended.

Purpose

The purpose of this MOU is to establish a formal level of commitment between SCSOS and the District.

Responsibilities – General

A) SCSOS agrees to:

- 1) Provide support for the Program Administrator and a secretary to administer the accredited induction program per the Commission on Teacher Credentialing (CTC) and California Department of Education (CDE) guidelines.
- 2) Provide workspace for the director and secretary -- including computer and fax access, telephone and office supplies, and meeting space for program activities.
- 3) Develop, establishing and processing payment for contracts with outside vendors for professional services as needed and/or required.
- 4) Establish and maintaining accurate records and reports.
- 5) Supply reports and other information to the California Commission on Teacher Credentialing (CTC) and the California State Department of Education (CDE) as requested on all matters related to program requirements and activities.

B) The District agrees to the following:

- 1) Appoint a liaison who serves as the contact in the district, oversees all activities within the district related to induction services and assumes the responsibilities of communicating with the California Agricultural Teachers' Induction Program (including notifying SCSOS when a candidate leaves before the end of the school year, providing follow-up on Mentors and Candidates not meeting requirements, etc).

Name of Liaison

Liaison's Email address

Phone

Mailing Address

- 2) Establish a point of contact for invoicing communication.

Name

Email address

Phone

Mailing Address

- 3) Identify candidates for program participation according to the criteria established by the Commission on Teacher Credentialing and the California Agricultural Teachers' Induction Program.
- 4) Separate CATIP formative assessment information from district employment evaluations.
- 5) Provide an update about participation with CATIP to the district's governing board by **June 30, 2019**.
- 6) Participate in CATIP evaluation.

Responsibilities – Fiscal

- A) SCSOS, in its capacity as LEA, agrees to the overall fiscal responsibility for the funding of the administration of the program, including:
 - 1) Invoice the contact above in 'Responsibilities-General B.2' (credential candidate) twice per academic year. Billing will occur in November in the amount of \$1,000 and May in the amount of \$1,000 to total \$2,000 per academic year with a Net 30-day return.
- B) The District agrees to:
 - 1) Approve the designation of a Mentor¹, by CATIP, to each participating teacher within the first 30 days of the participant's enrollment in the program.
- C) Should the candidate leave the district before the end of the year, costs will be prorated. However, if the candidate's participation in CATIP is terminated due to lack of adequate performance, the contact above in 'Responsibilities-General B.2' (credential candidate) is still required to compensate CATIP for services rendered.

Program Participation

The District shall defend and indemnify the Sutter County Superintendent of Schools Office (SCSOS), its officers, agents and employees, for any claim or cause of action against SCSOS, its officers, agents or employees, arising from SCSOS's performance of services or duties in connection with the California Agricultural Teachers' Induction Program pursuant to the MOU on behalf of the District.

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Signature</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Printed Name</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Richard Rideout</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Title</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Assistant Superintendent, Human Resources</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Email</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Chino Valley Unified School District</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Organization</div>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Signature</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Printed Name</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Superintendent</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Title</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Date</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Sutter County Superintendent of Schools</div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Organization</div>
---	--

¹The District approves Mentors who:

- Have been identified by CATIP, trained by CATIP, and documented Mentors for agricultural educators;
- Have experience in the context and the content area of the candidate's teaching assignment (i.e. same teaching assignment, grade level, same type of school);
- Have a demonstrated commitment to professional learning and collaboration;
- Possess a valid Professional Clear Teaching Credential and a minimum of 5 years of verified effective teaching experience;
- Have the time, ability, willingness, and flexibility to meet candidates' needs for support; and
- Will act as an ambassador of the California Agricultural Teachers' Induction Program.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 4, 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: REVISION OF ADMINISTRATIVE REGULATION 3230 BUSINESS
AND NONINSTRUCTIONAL OPERATIONS – FEDERAL GRANT
FUNDS**

=====

BACKGROUND

Board policies and regulations are routinely developed as a result of changes in law, mandates, federal regulations, and current practice. Administrative Regulation 3230 Business and Noninstructional Operations – Federal Grant Funds is being revised to reflect updates to both laws and current practice.

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

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

RECOMMENDATION

It is recommended the Board of Education receive for information the revision of Administrative Regulation 3230 Business and Noninstructional Operations – Federal Grant Funds.

FISCAL IMPACT

None.

NE:SHC:LP:wc

FEDERAL GRANT FUNDS

TO ENSURE THE LAWFUL EXPENDITURE OF ANY FEDERAL FORMULA OR DISCRETIONARY GRANT FUNDS AWARDED TO THE DISTRICT, THE SUPERINTENDENT OR DESIGNEE SHALL COMPLY WITH THE REQUIREMENTS OF THE OFFICE OF MANAGEMENT AND BUDGET'S UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (THE "UNIFORM GUIDANCE"), AS CONTAINED IN 2 CFR 200.0-200.521 AND APPRENDICES I-XII.

Allowable Costs

Prior to obligating or spending any federal grant funds, the Superintendent or designee shall determine whether a proposed purchase is an allowable expenditure of federal funds in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award. He/she shall also determine whether the expense is a direct or indirect cost as defined in 2 CFR 200.413 and 200.414 and, if the purchase will benefit other programs not included in the grant award, the appropriate share to be allocated to the federal grant.

(cf. 3350 - Travel Expenses)

The Superintendent or designee shall review and approve all transactions involving federal grant funds and shall ensure the proper coding of expenditures consistent with the California School Accounting Manual.

(cf. 3300 - Expenditures and Purchases)

(cf. 3314 - Payment for Goods and Services)

Period of Performance

All obligations of federal funds shall occur on or between the beginning and ending dates of the grant project and shall be paid no later than 90 days after the end of the funding period, unless specifically authorized by the grant award to be carried over beyond the initial term of the grant. (2 CFR 200.77, 200.308, 200.309, 200.343)

Procurement

~~On or before July 1, 2017, or such later date as may be approved in the Uniform Guidance, t~~The Superintendent or designee shall comply with the standards specified CONTAINED in 2 CFR 200.317-200.326 and Appendix II of Part 200, OR WITH ANY APPLICABLE STATE LAW OR DISTRICT POLICY THAT IS MORE RESTRICTIVE when procuring goods and services needed to carry out WITH a federal grant as well as ~~any more restrictive state laws and district policies concerning the procurement of goods and services.~~

FEDERAL GRANT FUNDS (cont.)

As appropriate to encourage greater economy and efficiency, the Superintendent or designee shall avoid acquisition of unnecessary or duplicative items, give consideration to consolidating or breaking out procurements, analyze lease versus purchase alternatives, consider entering into an interagency agreement for procurement of common or shared goods and services, and/or use federal excess or surplus property. (2 CFR 200.318)

The procurement of goods or services with federal funds shall be conducted in a manner that provides full and open competition in accordance with state laws and district regulations and the following requirements:

1. Any purchase of supplies or services that does not exceed the "micro-purchase" threshold (\$3,000.00) specified in 48 CFR 2.101 may be awarded without soliciting competitive quotes, provided that the District considers the price to be reasonable and maintains written evidence of this reasonableness in the record of all micro-purchases. (2 CFR 200.67, 200.320)
2. For any purchase that exceeds the micro-purchase threshold but is less than the bid limit required by Public Contract Code 20111, the Superintendent or designee shall utilize "small-purchase" procedures that include obtaining price or rate quotes from an adequate number of qualified sources. (2 CFR 200.320)
3. Contracts for goods or services over the bid limits required by Public Contract Code 20111 shall be awarded pursuant to California law and AR 3311 - Bids, unless exempt from bidding under the law.

(cf. 3311 - Bids)

4. If a purchase is exempt from bidding and the District's solicitation is by a request for proposals, the award may be made by either a fixed-price or cost-reimbursement type contract awarded to the entity whose proposal is most advantageous to the program, with price and other factors considered. (2 CFR 200.320)

(cf. 3312 - Contracts)

5. Procurement by noncompetitive proposals (sole sourcing) may be used only when the item is available from a single source, the need or emergency will not permit a delay resulting from competitive solicitation, the awarding agency resulting from competitive solicitation, the awarding agency expressly authorizes sole sourcing in response to the District's request, and/or competition is determined inadequate after solicitation of a number of sources. (2 CFR 200.320)

FEDERAL GRANT FUNDS (cont.)

6. Time and materials type contracts may be used only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general administrative expenses, and profit. (2 CFR 200.328)

For any purchase of \$25,000 or more, the Superintendent or designee shall verify that any vendor which is used to procure goods or services is not excluded or disqualified by the federal government. (2 CFR 180.220, 200.213)

All solicitations shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description shall avoid detailed product specifications to the extent possible, but may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. When it is impractical or not economical to make a clear and accurate description of the technical requirements, a brand name or equivalent description may be used to define the performance or other salient requirements of procurement, clearly stating the specific features of the named brand which must be met by offers. In addition, every solicitation shall identify all requirements which the offer must fulfill and any other factors to be used in evaluating bids or proposals. (2 CFR 200.319)

The Superintendent or designee shall maintain sufficient records to document the procurement, including, but not limited to, the rationale for the method of procurement, selection of the contract type, contractor selection or rejection, and the basis for the contract price. (2 CFR 200.318)

The Superintendent or designee shall ensure that all contracts for purchases using federal grant funds contain the applicable contract provisions described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. (2 CFR 200.326)

Capital Expenditures

The Superintendent or designee shall obtain prior written approval from the awarding agency before using federal funds to make capital expenditures, including the acquisition of land, facilities, equipment, and intellectual property and expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. (2 CFR 200.12, 200.13, 200.20, 200.33, 200.48, 200.58, 200.89, 200.313, 200.439)

FEDERAL GRANT FUNDS (cont.)**Conflict of Interest**

No governing board member, District employee, or District representative shall participate in the selection, award, or administration of a contract supported by federal funds if he/she has a real or apparent conflict of interest, such as when he/she or a

member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of them has a financial interest in or a tangible personal benefit from a firm considered for a contract. Such persons are prohibited from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or subcontractors unless the gift is an unsolicited item of nominal value.

(2 CFR 200.318)

Employees engaged in the selection, award, and administration of contracts shall also comply with BB 9270 - Conflict of Interest.

(cf. 9270 - Conflict of Interest)

Cash Management

The Superintendent or designee shall ensure the District's compliance with 2 CFR 200.305 pertaining to payments and cash management, including compliance with applicable methods and procedures that minimize the time elapsing between the transfer of funds to the District and the District's disbursement of funds.

(2 CFR 200.305)

When authorized by law, the District may receive advance payments of federal grant funds, limited to the minimum amounts needed and timed in accordance with the actual immediate cash requirements of the district for carrying out the purpose of the program or project. Except under specified conditions, the District shall maintain the advance payments in an interest-bearing account. The District shall remit interest earned on the advanced payment to the awarding agency on an annual basis, but may retain interest amounts specified in 2 CFR 200.305 for administrative expenses. (2 CFR 200.305)

When required by the awarding agency, the District shall instead submit a request for reimbursement of actual expenses incurred. The District may also request reimbursement as an alternative to receiving advance payments. (2 CFR 200.305)

The Superintendent or designee shall maintain source documentation supporting the expenditure of federal funds, such as invoices, time sheets, payroll stubs, or other appropriate documentation.

FEDERAL GRANT FUNDS (cont.)**Personnel**

All District employees who are paid in full or in part with federal funds, including employees whose salary is paid with State or local funds but is used to meet a required match or in-kind contribution to a federal program, shall document the amount of time they spend on grant activities. (2 CFR 200.430)

Records

Except as otherwise provided in 2 CFR 200.333, or where State law or District policy requires a longer retention period, financial records, supporting documents, statistical records, and all other District records related to a federal award shall be retained for a period of three years from the date of submission of the final expenditure report or, for a federal award that is renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. (2 CFR 200.333)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

Audits

Whenever the District expends \$750,000 or more in federal grant funds during a fiscal year, it shall arrange for either a single audit or a program-specific audit in accordance with 2 CFR 200.507 or 200.514. (2 CFR 200.501)

The Superintendent or designee shall ensure that the audit meets the requirements specified in 2 CFR 200.500-200.521.

Specified records pertaining to the audit of federal funds expended by the District shall be transmitted to the clearinghouse designated by the Federal Office of Management and Budget and shall be made available for public inspection. Such records shall be transmitted within 30 days after receipt of the auditor's report or within nine months after the end of the audit period, whichever is sooner, unless a longer period is agreed to in advance by the federal agency or a different period is specified in a program-specific audit guide. (2 CFR 200.512)

In the event that the audit identifies any deficiency, the Superintendent or designee shall promptly act to either correct the identified deficiency, produce recommended improvements, or demonstrate that the audit finding is invalid or does not warrant action. (2 CFR 200.26, 200.508, 200.511)

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Regulation approved: February 16, 2017

REVISED:

Chino Valley Unified School District

Our Motto:

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

DATE: October 4, 2018

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: **WILLIAMS SETTLEMENT LEGISLATION QUARTERLY UNIFORM COMPLAINT REPORT SUMMARY FOR JULY THROUGH SEPTEMBER 2018**

=====

BACKGROUND

In accordance with the Williams settlement legislation, Education Code 35186 states that the Superintendent or designee shall report summarized data on the nature and resolution of all Williams related complaints to the Board of Education and the San Bernardino County Superintendent of Schools on a quarterly basis. Williams related complaints are complaints specific to 1) insufficiency of instructional materials, 2) unsafe facilities, or 3) teacher vacancy or misassignment. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. These summaries shall be publicly reported on a quarterly basis at a regularly scheduled board meeting.

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 Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for July through September 2018.

FISCAL IMPACT

None.

NE:LF:rtr

Williams Settlement Legislation
Quarterly Uniform Complaint Report Summary
For submission to school district governing board and county office of education

District Name: Chino Valley Unified School District

Quarter covered by this report: July 2018 – September 2018

Please fill in the following table. Enter 0 in any cell that does not apply.

	Number of complaints received in quarter	Number of complaints resolved	Number of complaints unresolved
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy and Misassignments	0	0	0
Totals	0	0	0

Submitted by: Lea Fellows

Title: Assistant Superintendent, Curriculum, Instruction, Innovation, and Support