

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

BOARD OF EDUCATION AGENDA

July 18, 2019

BOARD OF EDUCATION

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

Audrey Ing, Student Representative

SUPERINTENDENT Norm Enfield, Ed.D.

◆◇◆ →

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT REGULAR MEETING OF THE BOARD OF EDUCATION 5130 Riverside Drive, Chino, CA 91710 5:50 p.m. - Closed Session • 7:00 p.m. - Regular Meeting July 18, 2019

AGENDA

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

I. OPENING BUSINESS

I.A. CALL TO ORDER – 5:50 P.M.

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

Discussion and possible action (times are approximate):

- a. <u>Conference with Legal Counsel Existing Litigation (Government Code 54954.5 (c) and 54956.9 (d)(1))</u>: Oxford Preparatory Academy v. Chino Valley Unified School District, et. al. SBC No. CIVDS1710045. (Chidester, Margaret A. & Associates) (5 minutes)
- b. <u>Conference with Legal Counsel Existing Litigation (Government Code 54956.9 subdivisions (c) and (d)(1))</u>: Associated Chino Teachers v. Chino Valley Unified School District, San Bernardino Superior Court Case No. CIVDS1621798. (Atkinson, Andelson, Loya, Ruud, & Romo) (15 minutes)
- c. <u>Conference with Legal Counsel Anticipated Litigation (Government Code 54954.5(c) and 54956.9 (d)(2) and (e)(1))</u>: One possible case. (Terry Tao, Esquire) (5 minutes)
- d. Student Discipline Matter (Education Code 35146, 48918 (c) & (j): Case 18/19-34. (10 minutes)
- e. Public Employee Discipline/Dismissal/Release (Government Code 54957): (10 minutes)

f. <u>Public Employee Appointment (Government Code 54957)</u>: Elementary School Principal and Assistant Principals; Junior High School and High School Assistant Principals. (20 minutes)

. Public Employee Performance Evaluation (Government Code 54957): Superintendent. (5 minutes)

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

- 1. Report Closed Session Action
- 2. Pledge of Allegiance

I.C. COMMENTS FROM EMPLOYEE REPRESENTATIVES

I.D. COMMENTS FROM COMMUNITY LIAISONS

The proceedings of this meeting are being recorded.

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

I.F. CHANGES AND DELETIONS

II. ACTION

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

| II.A.1. | Consolidated Application for the 2019/2020 | Motion Second |
|---------|---|--------------------|
| Page 10 | School Year | Preferential Vote: |
| | Recommend the Board of Education approve the | Vote: Yes No |
| | Consolidated Application for the 2019/2020 school | |
| | year. | |

II.B. FACILITIES, PLANNING, AND OPERATIONS

II.B.1. Computer Network and Internet Services Motion Second Page 25 Memorandum of Understanding Between Chino Preferential Vote: Valley Unified School District and Allegiance Vote: Yes No STEAM Academy-Thrive Charter School Recommend the Board of Education approve the Computer Network and Internet Services Memorandum of Understanding between the Chino Valley Unified School District and the Allegiance STEAM Academy-Thrive charter school.

II.C. HUMAN RESOURCES

II.C.1. Addendum to the Employment Contract for the Page 39 Assistant Superintendent, Curriculum, Instruction, Innovation, and Support; Assistant Superintendent, Facilities, Planning, and **Operations; Assistant Superintendent, Human** Associate Superintendent, Resources: Business Services: and Associate Superintendent, Curriculum, Instruction, Innovation, and Support

Recommend the Board of Education approve the employment contracts for:

- a) Assistant Superintendent, Curriculum, Instruction, Innovation, and Support;
- b) Assistant Superintendent, Facilities, Planning, and Operations;
- c) Assistant Superintendent, Human Resources;

| Motion | Second |
|--------------|--------|
| Preferential | Vote: |
| Vote: Yes _ | No |

- d) Associate Superintendent, Business Services; and
- e) Associate Superintendent, Curriculum, Instruction, Innovation, and Support.

III. CONSENT

Motion___Second___ Preferential Vote: ____ Vote: Yes ___No ____

III.A. ADMINISTRATION

III.A.1. Minutes of the Regular Meeting of June 20, 2019

Page 46 Recommend the Board of Education approve the minutes of the regular meeting of June 20, 2019.

III.B. BUSINESS SERVICES

III.B.1. <u>Warrant Register</u>

Page 54 Recommend the Board of Education approve/ratify the warrant register, provided under separate cover.

III.B.2.2019/2020 Applications to Operate Fundraising Activities and OtherPage 55Activities for the Benefit of Students

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

III.B.3. <u>Fundraising Activities</u>

Page 57 Recommend the Board of Education approve/ratify the fundraising activities.

III.B.4. Donations

Page 63 Recommend the Board of Education accept the donations.

III.B.5. <u>Legal Services</u>

Page 65 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.C. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT

III.C.1. Student Expulsion Case 18/19-34

Page 66 Recommend the Board of Education approve student expulsion case 18/19-34.

III.C.2. <u>School-Sponsored Trips</u>

Page 67 Recommend the Board of Education approve/ratify the school-sponsored trips for Chaparral ES; Cortez ES; Country Springs ES; Dickson ES; Glenmeade ES; Hidden Trails ES; Liberty ES; Litel ES; Rolling Ridge ES; Ayala HS; Chino HS; and Chino Hills HS.

III.C.3. 2019/2020 Expulsion Hearing Administrative Panel

Page 70 Recommend the Board of Education approve the 2019/2020 Expulsion Hearing Administrative Panel.

III.C.4.Agricultural Career Technical Education Incentive Grant 2019/2020Page 72Application for Funding for Don Lugo HS

Recommend the Board of Education approve the Agricultural Career Technical Education Incentive Grant 2019/2020 Application for funding for Don Lugo HS.

III.C.5. Revision of Board Policy 5141.52 Students—Suicide Prevention

Page 78 Recommend the Board of Education approve the revision of Board Policy 5141.52 Students—Suicide Prevention.

III.C.6. Revision of Board Policy 5144 Students—Discipline

Page 82 Recommend the Board of Education approve the revision of Board Policy 5144 Students—Discipline.

III.D. FACILITIES, PLANNING, AND OPERATIONS

III.D.1. <u>Purchase Order Register</u>

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

Page 96 Recommend the Board of Education declare the District property surplus/obsolete and authorize staff to sell/dispose of said property.

III.D.4. Resolutions 2019/2020-01, 2019/2020-02, 2019/2020-03, 2019/2020-04, and Page 110 2019/2020-05 for Authorization to Utilize Piggyback Contracts

Recommend the Board of Education adopt Resolutions 2019/2020-01, 2019/2020-02, 2019/2020-03, 2019/2020-04, and 2019/2020-05 for authorization to utilize piggyback contracts.

III.D.5. <u>Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration</u> Page 122 **Projects**

Board of Education Bid 19-20-01F. Recommend the award Country Springs ES and Rolling Ridge ES Alteration Projects to the following contractors: BP 02-01 to Integrated Demolition & Remediation Inc.; BP 03-01 to Inland Building Construction Co. Inc.; BP 05-01 to Anderson Charmesky Structural Steel Inc.; BP 06-01 to General Consolidated Constructors; BP 06-02 to Stolo Cabinets Inc.; BP 07-01 to Commercial Roofing Systems; BP 08-01 to Star Hardware Inc;, BP 09-01 to Mirage Builders; BP 09-02 to Continental Marble & Tile Co.; BP 09-03 to Elljay Acoustics, Inc.; BP 09-04 to Continental Flooring; BP 09-05 to AJ Fistes Inc.; BP 10-01 to Patriot Contracting & Engineering Inc.; BP 11-01 to Kitcor Corp.; BP 22-01 to Verne's Plumbing Inc.; BP 23-01 to NKS Mechanical Contracting, Inc.; BP 26-01 to Rancho Pacific Electric Inc.; BP 27-01 to Time & Alarm; and BP 32-01 to Sean Malek Engineering & Construction.

III.D.6. Bid 19-20-05F, District Wide Asphalt Repairs

Page 125 Recommend the Board of Education award Bid 19-20-05F, District Wide Asphalt Repairs to Premier Paving, Inc.

III.D.7. Bid 19-20-06F, Alternative Education Center Playground Equipment Page 126 Installation

Recommend the Board of Education award Bid 19-20-06F, Alternative Education Center Playground Equipment Installation to John Buck dba J2 Builders.

III.D.8. CUPCCAA Bid 19-20-07I, Rhodes ES Flooring Material and Installation

Page 128 Recommend the Board of Education award CUPCCAA Bid 19-20-07I, Rhodes ES Flooring Material and Installation to Custom Craft Flooring Contractors.

III.D.9. CUPCCAA Bid 19-20-10I, Sycamore Academy Site Preparation

Page 129 Recommend the Board of Education award CUPCCAA Bid 19-20-10I, Sycamore Academy Site Preparation to Angelo Construction.

III.D.10. Change Order for Bid 18-19-05F, Reconstruction of Chino HS—Phase 0

Page 130 Recommend the Board of Education approve the change order for Bid 18-19-05F, Reconstruction of Chino HS—Phase 0.

III.D.11.Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ESPage 132Alteration Project

Recommend the Board of Education approve the change order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project.

III.D.12. Change Order for Bid 18-19-27F, Briggs K-8 New Science Lab Building— Page 137 Interim Housing

Recommend the Board of Education approve the change order for Bid 18-19-27F, Briggs K-8 New Science Lab Building—Interim Housing.

III.D.13. Notice of Completion for CUPCCAA Projects

Page 139 Recommend the Board of Education approve the Notice of Completion for CUPCCAA Projects.

III.D.14. Notice of Completion for CUPCCAA Bid 18-19-19I, Briggs K-8 Playground

Page 141 Equipment Installation Recommend the Board of Education approve the Notice of Completion for CUPCCAA Bid 18-19-19I, Briggs K-8 Playground Equipment Installation.

III.D.15.Notice of Completion for CUPCCAA Bid 18-19-21I, Hidden Trails ESPage 143Playground Equipment Installation

Recommend the Board of Education approve the Notice of Completion for CUPCCAA Bid 18-19-21I, Hidden Trails ES Playground Equipment Installation.

III.D.16.Notice of Completion for CUPCCAA Bid 18-19-32I, Chino Hills HS andPage 145Don Lugo HS Condensation Line Replacement

Recommend the Board of Education approve the Notice of Completion for CUPCCAA Bid 18-19-32I, Chino Hills HS and Don Lugo HS Condensation Line Replacement.

III.D.17.Notice of Completion for CUPCCAA Bid 18-19-33I, Rolling Ridge ESPage 147Playground Equipment Installation

Recommend the Board of Education approve the Notice of Completion for CUPCCAA Bid 18-19-33I, Rolling Ridge ES Playground Equipment Installation.

III.D.18.
Page 149Notice of Completion for Bid 17-18-30F, Former El Rancho ES School
Network

Person Network

Recommend the Board of Education approve the Notice of Completion for Bid 17-18-30F, Former El Rancho ES School Network.

III.D.19. <u>Change Order and Notice of Completion for CUPCCAA Bid 18-19-20I</u>, Page 150 Newman ES Playground Equipment Installation

Recommend the Board of Education approve the change order and Notice of Completion for CUPCCAA Bid 18-19-20I, Newman ES Playground Equipment Installation.

III.D.20. Change Order and Notice of Completion for CUPCCAA Bid 18-19-31I, Page 153 Transportation Department Restroom Renovation (Rebid)

Recommend the Board of Education approve the change order and Notice of Completion for CUPCCAA Bid 18-19-31I, Transportation Department Restroom Renovation (Rebid).

III.D.21. Adjustment to Facilities Use Fee Schedule

Page 156 Recommend the Board of Education approve the Adjustment to Facilities Use Fee Schedule.

III.D.22. <u>License Agreement Between Chino Valley Unified School District and</u> Page 159 Spectrum <u>Center, Inc. for the Use of Real Property for the 2019/2020</u>

School Year

Recommend the Board of Education approve the license agreement between Chino Valley Unified School District and Spectrum Center, Inc. for the use of real property for the 2019/2020 school year.

III.D.23.Revision of Board Policy 3250 Business and NoninstructionalPage 183Operations—Transportation Fees

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

III.D.24.Revision of Board Policy 3510 Business and NoninstructionalPage 186Operations—Green School Operations

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

III.D.25.Revision of Board Policy 3511 Business and NoninstructionalPage 192Operations—Energy and Water Conservation

Recommend the Board of Education approve the revision of Board Policy 3511 Business and Noninstructional Operations—Energy and Water Conservation.

III.D.26. <u>Revision of Board Policy 3540 Business and Noninstructional</u> Page 197 <u>Operations—Transportation</u>

Recommend the Board of Education approve the revision of Board Policy 3540 Business and Noninstructional Operations—Transportation.

III.E. HUMAN RESOURCES

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

Page 201 Recommend the Board of Education approve/ratify the certificated/classified personnel items.

III.E.2. New Job Description for Coordinator, Parent and Family Engagement

Page 209 Recommend the Board of Education approve the new job description for Coordinator, Parent and Family Engagement.

III.E.3.Revision of the Job Description for Teacher on Assignment ProgramPage 215Improvement Instructional Coach (K-8)

Recommend the Board of Education approve the revision of the job description for Teacher on Assignment Program Improvement Instructional Coach (K-8).

IV. INFORMATION

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

IV.A.1. New Junior High and High School Comprehensive Sexual Health and Page 219 HIV/AIDS Prevention Education Instructional Materials Adoption for Grades 7 Through 12

Recommend the Board of Education receive for information the new junior high and high school Comprehensive Sexual Health and HIV/AIDS Prevention Education Instructional Materials Adoption for Grades 7 through 12 as follows:

- a) Junior High School Curriculum—Chino Valley Unified School District, Comprehensive Sexual Health and HIV/AIDS Prevention Education, Department of Health Services. 2019., and
- b) High School Curriculum—California Department of Education, California Department of Public Health, Federal Office of Adolescent Health, Positive Prevention PLUS, Sexual Health Education for California Youth, Kim Robert Clark, MPH and Christine Janet Ridley, RN, MEd. 2015.

IV.A.2. <u>New Course: Introduction to Film and Video Production</u>

Page 221 Recommend the Board of Education receive for information the new course Introduction to Film and Video Production.

IV.A.3.Revision of Board Policy and Administrative Regulation 6171Page 231Instruction—Title 1 Programs

Recommend the Board of Education receive for information the revision of Board Policy and Administrative Regulation 6171 Instruction—Title 1 Programs.

IV.A.4. Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for April Through June 2019

Recommend the Board of Education receive for information the Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for April through June 2019.

V. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

VI. ADJOURNMENT

Prepared by: Patricia Kaylor, Administrative Secretary, Board of Education Date posted: July 12, 2019

Chino Valley Unified School District Our Motto: Student Achievement • Safe Schools • Positive School Climate Humility • Civility • Service

DATE: July 18, 2019

- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Superintendent
- **PREPARED BY:** Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation and Support Yvette Farley, Director, Access & Equity

SUBJECT: CONSOLIDATED APPLICATION FOR THE 2019/2020 SCHOOL YEAR

BACKGROUND

The California Department of Education requires that school districts annually indicate in which categorical programs participation will occur during the following school year. The application contains assurances indicating that the Local Education Agency will comply with the legal requirements of each program in order to supplement the regular educational programs provided by the District. The application becomes part of the entitlement funding process for all districts.

The submission of an application for funding of consolidated categorical programs indicates the District's intention to participate in various categorical programs and provides assurances that the program guidelines will be met. For the 2019/2020 school year, the District will be participating in the following programs: Title I, Part A (Basic Grant); Title II, Part A (Supporting Effective Instruction); Title III (English Learner); Title III (Immigrant), and Title IV, Part A (Student Support).

Approval of this item supports the goals identified within the District's Strategic Plan described in the LEA Plan Addendum.

RECOMMENDATION

It is recommended the Board of Education approve the Consolidated Application for the 2019/2020 school year.

FISCAL IMPACT

Entitlement determined by approval of the State budget.

NE:LF:YF:dt

Chino Valley Unified (36 67678 000000)

Consolidated Application

Status: Certified Saved by: Yvette Farley Date: 6/13/2019 9:35 AM

2019-20 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at https://www.cde.ca.gov/fg/aa/co/ca19assurancestoc.asp.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

| Authorized Representative's Full Name | Lea Fellows |
|--|---|
| Authorized Representative's Signature | Sea Fellowe |
| Authorized Representative's Title | Assistant Superintendent of Curriculum, Instruction, Innovation and Support |
| Authorized Representative's Signature Date | 06/28/2019 |

Chino Valley Unified (36 67678 000000)

Consolidated Application

Status: Certified Saved by: Yvette Farley Date: 6/17/2019 12:31 PM

2019-20 Protected Prayer Certification

ESSA Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring and Support Office, frozic@cde.ca.gov, 916-319-0269

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

| The authorized representative agrees to the above statement | Yes |
|---|--|
| Authorized Representative's Full Name | Lea Fellows |
| Authorized Representative's Title | Assistant Superintendent of Curriculum, Instruction, Innovation, and Support |
| Authorized Representative's Signature Date | 06/28/2019 |
| Comment | |
| If the LEA is not able to certify at this time, then an explanation must be provided in the Comment field. (Maximum 500 characters) | |

Chino Valley Unified (36 67678 000000)

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2019-20 LCAP Federal Addendum Certification

CDE Program Contact:

Local Agency Systems Support Office, LCFF@cde.ca.gov, 916-323-5233

To receive funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to apply for funds, the LEA must certify that the 2017/18–2019/20 LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification the LEA is agreeing to submit the LCAP Federal Addendum that has been approved by the local governing board or governing body of the LEA to the California Department of Education (CDE), and acknowledging that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

| County Offices of Education and School Districts Enter the original approval date of the county office of education or school district 2017/18–2019/20 LCAP | 09/05/2017 |
|---|---|
| Note: For districts, the date should be the day your county office of education (COE) approved your 2017/18–2019/20 LCAP. For COEs, it should be the date the CDE approved your 2017/18–2019/20 LCAP. | |
| Charter Schools Enter the adoption date of the charter school LCAP | |
| Authorized Representative's Full Name | Lea Fellows |
| Authorized Representative's Title | Assistant Superintendent of Curriculum, Instruction, Innovation and Support |

Chino Valley Unified (36 67678 000000)

2019-20 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

| Dete of environmental by level governing beaud | 07/18/2019 |
|--|------------|
| Date of approval by local governing board | 0//10/2019 |
| | 1 |
| | |

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

| DELAC representative's full name | Phil Liu |
|--|---|
| (non-LEA employee) | |
| DELAC review date | 05/20/2019 |
| Meeting minutes web address | http://www.chino.k12.ca.us/page/187 70 |
| Please enter the web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee. | |
| DELAC comment | |
| If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters) | |

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

| Title I, Part A (Basic Grant) | Yes |
|---|-----|
| ESSA Sec. 1111et seq. SACS 3010 | |
| Title II, Part A (Supporting Effective Instruction) | Yes |
| ESEA Sec. 2104 SACS 4035 | |
| Title III English Learner | Yes |
| ESEA Sec. 3102 SACS 4203 | |
| Title III Immigrant | Yes |
| ESEA Sec. 3102 SACS 4201 | |

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violation of both state and federal law.

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2019-20 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

| Title IV, Part A (Student Support) | Yes |
|------------------------------------|-----|
| ESSA Sec. 1112(b) SACS 4127 | |

Chino Valley Unified (36 67678 000000)

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2019-20 Title III English Learner Student Program Subgrant Budget

The purpose of this form is to provide a proposed budget for 2019-20 English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, and irang@cde.ca.gov, 916-323-5831 Kevin Webb, Language Policy and Leadership Office, kwebb@cde.ca.gov, 916-323-5838

Estimated Entitlement Calculation

| Estimated English learner per student allocation | \$107.75 |
|--|-----------|
| Estimated English learner student count | 3,119 |
| Estimated English learner entitlement amount | \$336,072 |

Note: \$10,000 minimum program eligibility criteria

If the LEA's estimated entitlement amount is less than \$10,000, then it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the CDE Title III EL Consortium Details web page at https://www.cde.ca.gov/sp/el/t3/elconsortium.asp.

Budget

| Professional development activities | \$5,000 |
|--|-----------|
| Program and other authorized activities | \$5,000 |
| English Proficiency and Academic Achievement | \$310,447 |
| Parent, family, and community engagement | \$1,000 |
| Direct administrative costs | \$0 |
| (Amount cannot exceed 2% of the estimated entitlement) | |
| Indirect costs | \$14,625 |
| (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs) | |
| Total budget | \$336,072 |

Consolidated Application

Chino Valley Unified (36 67678 000000)

Status: Certified Saved by: Yvette Farley Date: 6/19/2019 1:06 PM

2019-20 Title III Immigrant Student Program Subgrant Budget

The purpose of this form is to provide a proposed budget for 2019-20 Immigrant Student Program Subgrant funds only per the Title III Immigrant Student Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, <u>gndirang@cde.ca.gov</u>, 916-323-5831 Kevin Webb, Language Policy and Leadership Office, <u>kwebb@cde.ca.gov</u>, 916-323-5838

Estimated Entitlement Calculation

| Estimated immigrant per student allocation | \$97.90 |
|--|----------|
| Estimated immigrant student count | 428 |
| Estimated immigrant entitlement amount | \$41,901 |

Note: Eligibility criteria

An LEA which has 21 or more eligible immigrant students and has experienced a significant increase of two percent or more in eligible immigrant students enrollment in the current year compared with the average of the two preceding fiscal years, is eligible to apply.

Budget

| Authorized activities | \$40,077 |
|--|----------|
| Direct administrative costs | \$0 |
| (Amount should not exceed 2% of the estimated entitlement) | |
| Indirect costs | \$1,824 |
| (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs) | |
| Total budget | \$41,901 |

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Page 7 of 8

Chino Valley Unified (36 67678 000000)

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2019-20 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:

John Miles, Financial Accountability and Info Srv Office, jmiles@cde.ca.gov, 916-445-7289

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at https://www.cde.ca.gov/fg/ac/sa/.

| 2019-20 Request for authorization | No |
|---|----|
| LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system | |
| (Maximum 500 characters) | |

Chino Valley Unified (36 67678 000000)

Consolidated Application Status: Certified

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2019-20 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below. **CDE Program Contact:**

Sylvia Hanna, Title I Policy and Program Guidance Office, <u>shanna@cde.ca.gov</u>, 916-319-0948 Rina DeRose, Title I Policy and Program Guidance Office, <u>RDerose@cde.ca.gov</u>, 916-323-0472

In accordance with the Every Student Succeeds Act (ESSA) sections 1117 and 8501, a local educational agency shall consult annually with appropriate private school officials and both shall have the goal of reaching agreement on how to provide equitable and effective programs for eligible private school children, teachers, and families. This applies to programs under Title I, Part A; Title II, Part C; Title II, Part A; Title III, Part A; Title IV, Part A; Title IV, Part A; Title II, Part A; Title II, Part A; Title IV, Part A; Titl

The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information in the Private School Affidavit is not verified, and the California Department of Education takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data and the tax exempt status if it is being used for the purpose of providing equitable services.

Private School's Believed Results of Consultation Allowable Codes

- Y1: meaningful consultation occurred
- Y2: timely and meaningful consultation did not occur
- Y3: the program design is not equitable with respect to eligible private school children

Y4: timely and meaningful consultation did not occur and the program design is not equitable with respect to eligible private school children

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Report Date:6/24/2019

Page 1 of 2

Chino Valley Unified (36 67678 000000)

Consolidated Application

Status: Certified Saved by: Yvette Farley Date: 6/19/2019 1:03 PM

Page 2 of 2

2019-20 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

| School Name | School Code | Enrollment | Consultation Occurred | Was Consultation Agreement Met | Written | Consultation Code | School Added |
|--|-------------|------------|--------------------------|--------------------------------------|---------|-------------------|--------------|
| Heights Christian Schools, Chino Hills | 7094477 | 208 | Y | Y | Y | Y1 | N |
| Loving Savior Lutheran School | 7089006 | 289 | Y | Y | Y | Y1 | N |
| Orion International Academy | 6145957 | 28 | Y | Y | Y | Y1 | N |
| St. Margaret Mary | 6975148 | 328 | Y | Y | Y | Y1 | N |
| VICTORY BAPTIST ACADEMY | 6154652 | 27 | Y | Y | Y | Y1 | N |

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Report Date:6/24/2019

Chino Valley Unified (36 67678 000000)

Consolidated Application Status: Certified Saved by: Yvette Farley Date: 6/19/2019 1:03 PM

2019-20 Other ESEA Nonprofit Private School Participation

The LEA must offer to provide equitable services that address the needs of nonprofit private school students, teachers and other educational personnel under the programs listed below.

CDE Program Contact:

Geeta Rezvani, Title II / Standards Implementation Support, <u>grezvani@cde.ca.gov</u>, 916-323-5595 Geoffrey Ndirangu, Language Policy and Leadership Office, <u>gndirang@cde.ca.gov</u>, 916-323-5831

Title II, Part A Improving Teacher and Principal Quality

The LEA must offer to provide Title II, Part A equitable services that address the needs of nonprofit private school students, teachers and other educational personnel. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information filed in the Private School Affidavit is not verified and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify nonprofit status and the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

Title III Immigrant and English Learner Student Subgrant Program

On an annual basis, the LEA must consult with all nonprofit private schools within its boundaries, as to whether the private school students and teachers will participate in the Title III English Language Acquisition, Language Enhancement, and Academic Achievement Program. Consultation with appropriate nonprofit private school officials must be done during the design and development of programs and before decisions are made that affect the opportunities of students and teachers to participate. LEAs may not require documentation that poses an administrative barrier that is inconsistent to their responsibility to ensure equitable participation of private school students and teachers.

| School Name | School Code | Enroliment | Title II, Part A Participation | Title III Immigrant Participation | Title III English Learner Participation | School Added |
|-----------------------------|-------------|------------|-----------------------------------|---|--|-----------------|
| Orion International Academy | 6145957 | 28 | N | N | N | N |
| VICTORY BAPTIST ACADEMY | 6154652 | 27 | N | N | N | N |
| St. Margaret Mary | 6975148 | 328 | Y | N | N | N |

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Report Date:6/24/2019

Page 1 of 2

Chino Valley Unified (36 67678 000000)

Consolidated Application

Status: Certified Saved by: Yvette Farley Date: 6/19/2019 1:03 PM

2019-20 Other ESEA Nonprofit Private School Participation

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The LEA must offer to provide equitable services that address the needs of nonprofit private school students, teachers and other educational personnel under the programs listed below.

| School Name | School Code | Enrollment | Title II, Part A Participation | Title III Immigrant Participation | Title III English Learner Participation | School Added |
|---|-------------|------------|-----------------------------------|---|--|-----------------|
| Loving Savior Lutheran School | 7089006 | 289 | Y | N | N | N |
| Heights Christian Schools, Chino Hills | 7094477 | 208 | Y | N | N | N |

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Report Date:6/24/2019

Page 2 of 2

Chino Valley Unified (36 67678 000000)

Consolidated Application Status: Certified Saved by: Yvette Farley Date: 6/19/2019 1:05 PM

2019-20 Title I, Part A Nonprofit Private School Participation

The local educational agency (LEA) shall provide, on an equitable basis, special educational services or other benefits to nonprofit private school eligible children.

CDE Program Contact:

Sylvia Hanna, Title I Policy and Program Guidance Office, <u>shanna@cde.ca.gov</u>, 916-319-0948 Rina DeRose, Title I Policy and Program Guidance Office, <u>RDerose@cde.ca.gov</u>, 916-323-0472

The LEA must offer to provide equitable services that address the needs of eligible students attending nonprofit private school and staff under the programs listed below. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information field in the Private School Affidavit is not verified, and the California Department of Education takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

| School Name | School Code | Enrollment | Participating | Low Income Student Count | School Added |
|--|----------------|------------|---------------|--------------------------------|--------------|
| Heights Christian Schools, Chino Hills | 7094477 | 208 | N | | N |
| Loving Savior Lutheran School | 7089006 | 289 | N | | N |
| Orion International Academy | 6145957 | 28 | N | | N |
| St. Margaret Mary | 6975148 | 328 | N | | N |
| VICTORY BAPTIST ACADEMY | 6154652 | 27 | N | | N |

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Report Date:6/24/2019

July 18, 2019 Page 23 Page 1 of 1

Chino Valley Unified (36 67678 000000)

Consolidated Application Status: Certified Saved by: Yvette Farley Date: 6/24/2019 9:42 AM

2019-20 Title IV, Part A Nonprofit Private School Participation

The local educational agency (LEA) must offer to provide equitable services that address the needs of nonprofit private school students, teachers and other educational personnel for the Title IV, Part A program.

CDE Program Contact:

Tom Herman, School Health Office, THerman@cde.ca.gov, 916-319-0914

On an annual basis, the LEA must consult with all nonprofit private schools within its boundaries, as to whether the private school students and teachers will participate in the Title IV, Part A Student Support Program. Consultation with appropriate nonprofit private school officials must be done during the design and development of programs and before decisions are made that affect the opportunities of students and teachers to participate. LEAs may not require documentation that poses an administrative barrier that is inconsistent to their responsibility to ensure equitable participation of private school students and teachers.

| School Name | School Code | Enroliment | Title IV, Part A Participation | School Added |
|--|----------------|------------|-----------------------------------|--------------|
| Heights Christian Schools, Chino Hills | 7094477 | 208 | N | N |
| Loving Savior Lutheran School | 7089006 | 289 | N | N |
| Orion International Academy | 6145957 | 28 | N | N |
| St. Margaret Mary | 6975148 | 328 | N | N |
| VICTORY BAPTIST ACADEMY | 6154652 | 27 | N | N |

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Report Date:6/24/2019

Page 1 of 1

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

DATE: July 18, 2019

- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

SUBJECT: COMPUTER NETWORK AND INTERNET SERVICES MEMORANDUM OF UNDERSTANDING BETWEEN CHINO VALLEY UNIFIED SCHOOL DISTRICT AND ALLEGIANCE STEAM ACADEMY-THRIVE CHARTER SCHOOL

BACKGROUND

The District must provide reasonably equivalent Proposition 39 facilities at the former El Rancho ES school site to the Allegiance STEAM Academy-Thrive (ASA) charter school pursuant to the requirements of Education Code section 47614 and its implementing regulations. As part of the District's obligations to provide reasonably equivalent Proposition 39 facilities, the District is providing a reasonably equivalent Computer Network for the former El Rancho ES school site.

A Computer Network and Internet Services Memorandum of Understanding (Computer Network MOU) has been prepared by the District to set forth the terms and conditions of the District's provision of and the ASA charter school's use of the District's computer network and internet services at the former El Rancho ES school site for the 2019/2020 school year only.

On June 27, 2019, the ASA Board of Directors approved the Computer Network and Internet Services MOU for the 2019/2020 school year.

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

RECOMMENDATION

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

FISCAL IMPACT

Pursuant to the Computer Network MOU, the District will charge ASA for its utility services costs for ASA's use of the computer network and internet services each month during the one-year term of the Computer Network MOU.

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

This Chino Valley Unified School District Computer Network and Internet Services Memorandum of Understanding ("Computer Network and Internet Services MOU") is made and entered on this 27 day of \underline{J}_{-e} , 2019 by and between the Chino Valley Unified School District ("District" or "CVUSD"), a public school district organized and existing under the laws of the State of California, and Allegiance STEAM Academy Inc., a California non-profit public benefit corporation (California Secretary of State number C4040794 and federal employer identification number 82-2556226), operating the Allegiance STEAM Academy-Thrive ("ASA") charter school, referred to herein individually as a "Party" or collectively referred to herein as the "the Parties."

RECITALS

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

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

WHEREAS, on March 29, 2019, pursuant to the Proposition 39 requirements of Education Code section 47614 and its implementing regulations, the District sent ASA its Final Notification of Facilities Offered, which provides ASA with reasonably equivalent facilities sufficient to house ASA's in-District students ("Final Notification");

WHEREAS, on May 23, 2019, ASA's Board of Directors approved the Final Notification and the Final Facilities Memorandum of Understanding ("Facilities MOU") between CVUSD and ASA;

WHEREAS, ASA's use of the District's facilities (the "El Rancho school site") located at 5862 C Street, Chino, California (formerly El Rancho Elementary) under the Facilities MOU is for the 2019-2020 school year only;

WHEREAS, pursuant to Section 2.L. of the Facilities MOU, because ASA accepted the Final Notification, ASA has agreed it will sign the Computer Network and Internet Services MOU, which defines the District's provision of and ASA's use of the District's computer network at the El Rancho school site, for a new one-year term commencing July 1, 2019 and ending June 30, 2020;

WHEREAS, the Parties agree that the District's responsibilities under this Computer Network and Internet Services MOU are contingent upon ASA's satisfaction of all conditions enumerated in the January 15, 2018 CVUSD First Amended Resolution No. 2017-2018-34 and

ASA's full compliance with the January 15, 2018 First Amended Charter School Memorandum of Understanding ("First Amended Charter School MOU") between CVUSD and ASA;

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

WHEREAS, the District and ASA desire to set forth the terms and conditions for the District's provision of and ASA's use of the District's computer network at the El Rancho school site.

NOW THEREFORE, in consideration of the ASA's utility services costs payment and of the covenants and agreements set forth herein to be kept and performed by ASA, the Parties agree as follows:

1. <u>Purpose of Computer Network and Internet Services MOU</u>

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

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

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

3. <u>Term and Termination</u>

- **3.1.** This Computer Network and Internet Services MOU shall be effective for a term commencing on July 1, 2019, and ending on June 30, 2020 ("Term"). ASA shall comply with all provisions of this MOU during the Term.
- **3.2.** This Computer Network and Internet Services MOU shall automatically terminate if one or more of the following occurs: the CVUSD Board of Education's designee, the CVUSD Superintendent of Schools, determines that ASA failed to comply with any terms of this Computer Network and Internet Services MOU, or the CVUSD Board of Education determines by CVUSD Resolution at a duly noticed CVUSD Board of Education meeting that ASA failed to comply with any of the conditions enumerated in the First Amended Charter School MOU; the CVUSD Board of Education determines that ASA violated any terms or provisions of the October 16, 2017 Allegiance STEAM Academy-Thrive charter; the CVUSD Board of Education determines that ASA failed to comply with any terms of the Facilities MOU; the CVUSD Board of Education determines that ASA failed to comply with any terms of the Facilities MOU; the CVUSD Board of Education determines that ASA failed to comply with any terms of the Facilities MOU; the CVUSD Board of Education determines that ASA failed to comply with any terms of the Facilities MOU; the CVUSD Board of Education determines that ASA failed to comply with any terms of the Facilities MOU; the CVUSD Board of Education determines that ASA failed to comply with any terms of the Facilities MOU; the CVUSD Board of Education determines that ASA failed to comply with any terms of the Facilities MOU; the CVUSD Board of Education determines that ASA failed to comply with any terms of the Facilities MOU; the CVUSD Board of Education determines that ASA's charter is revoked; or if ASA closes for any reason.
- **3.3.** Upon termination of this Computer Network and Internet Services MOU for any reason, ASA's access to the Computer Network shall immediately cease.

4. Permitted Use

- **4.1.** The District grants ASA the right to use the Computer Network only for legal Allegiance STEAM Academy charter school business and educational purposes.
- **4.2.** The Computer Network shall not be used for any purpose related to Allegiance STEAM Academy charter school business with any Charter Management Organization.
- **4.3.** ASA's right to use the Computer Network during the Term is subject to the following provisions set forth in 4.4 4.19:
- **4.4.** Acceptable Use and Internet Safety Policy. ASA's Board of Directors shall develop, approve, maintain, and enforce an Acceptable Use and Internet Safety Policy for ASA employees, volunteers, parents, students, and other visitors, submit it to the District and post it on ASA's website (http://asathrive.org/). If ASA receives discounts for Internet services/access or internal connections through an E-Rate program, then ASA shall comply with all requirements of the Children's Internet Protection Act (47 CFR 54.520) in developing and maintaining the Acceptable Use and Internet Safety Policy. In the event of any changes to the Acceptable Use and Internet Safety Policy, ASA shall provide the District with the revised version of ASA's board-approved Acceptable Use and Internet Safety Policy and post it on ASA's website (http://asathrive.org/) within seven (7) calendar days.

- **4.4.1.** ASA shall require all employees, volunteers, parents, students, and other visitors to sign and agree to ASA's Acceptable Use and Internet Safety Policy. Copies of all such signatures shall be provided to the District within thirty (30) calendar days.
- **4.4.2.** The Computer Network shall be used only by ASA employees, volunteers, parents, students, and other visitors who have agreed to comply with ASA's Acceptable Use and Internet Safety Policy.
- **4.4.3.** ASA will offer student access to the Internet and access to the Computer Network only for educational purposes that support the educational mission of ASA.
- **4.5.** Technology Plan. ASA's Board of Directors shall prepare, approve, maintain, and enforce a Technology Plan, and submit it to the District and post it on ASA's website (http://asathrive.org/). In the event of any changes to the Technology Plan, ASA shall provide the District with the revised version of ASA's Board-approved Technology Plan and post it on ASA's website (http://asathrive.org/) within seven (7) calendar days. ASA's Technology Plan shall define for the duration of the Term of this Computer Network and Internet Services MOU, at a minimum:
 - 4.5.1. Appropriate and ethical use of information technology in the classroom;
 - 4.5.2. Internet safety;
 - **4.5.3.** An anti-plagiarism policy for students and ASA employees, which defines academic dishonesty, plagiarism, and delineates the manner in which to avoid committing plagiarism, and consequences of academic dishonesty and plagiarism;
 - **4.5.4.** The concept, purpose, and significance of a copyright so that students are equipped with the skills necessary to distinguish lawful from unlawful online downloading;
 - 4.5.5. The implications of illegal peer-to-peer network file sharing.
- **4.6.** Domain Policies and Procedures. ASA shall be responsible for creation of domain policies and procedures.
- **4.7. Passwords.** ASA shall assign passwords to any person using the Computer Network and Internet Services. All such passwords shall be kept confidential.
- **4.8.** Server(s). In order for ASA to host services onsite, ASA shall obtain server(s) to store student and employee confidential data, and keep all such server(s) secure onsite. ASA shall provide the District with access to ASA's server(s) if the District requests access.

- **4.9.** Licenses and Other Material. ASA shall not agree to a license or download any material to the Computer Network without express written authorization from the District.
- **4.10. Downloads.** ASA shall not download unknown files from the Internet, and shall not accept email attachments from unknown senders without first scanning the file using current virus scanning software.
- **4.11. Computer Network Security.** ASA shall not attempt to hack into or violate the Computer Network. Abusing, tampering with and/or destroying the Computer Network or its physical hardware is forbidden and may result in termination of this Computer Network and Internet Services MOU and ASA's access to the District's Computer Network.
- **4.12. Monitoring.** ASA shall take all available precautions to eliminate inappropriate material and students' access to inappropriate material by software blocking access to inappropriate websites.
- **4.13. Conservation.** ASA shall conserve the Computer Network bandwidth and storage. Bandwidth is defined as the data transfer capacity, or speed of transmission, of a network communications system as measured in bits per second. The District shall determine the reasonableness of Computer Network bandwidth. ASA shall not intentionally use the Computer Network for personal use, send mass email chains, engage in chat groups or social media unrelated to the operation of ASA, or upload/download large files, including audio and video files that are not related to the operation of ASA.
- **4.14. Equipment.** Any and all electronic or other equipment connected to the Computer Network shall meet all District regulations and technical standards.
- **4.15. E-Rate Program.** If ASA participates in an E-Rate program, ASA shall be solely responsible for submitting funding requests to receive discounts for any internet services.
- **4.16. Content Limitation.** ASA shall not, at any time, use the Computer Network to produce, distribute, use, view, or store information that includes:
 - **4.16.1.** Commercial or personal advertisements, solicitations, promotions, destructive codes or any other unauthorized materials;
 - 4.16.2. Information prohibited by law, District or ASA Board Policies;
 - 4.16.3. Obscene, pornographic, sexually explicit or harmful materials;
 - **4.16.4.** Alcohol, drugs prohibited by federal and state laws, drug paraphernalia, electronic smoking device(s);
 - 4.16.5. Violation(s) of copyright laws;

- **4.16.6.** Data or images that would subject ASA or District to criminal, civil or administrative liability for use of the Computer Network;
- 4.16.7. False representations of the users' identity;
- **4.16.8.** Data revealing personal or confidential information regarding ASA employees or students.
- **4.17. Modifications.** ASA shall not make any modifications to Computer Network without express written authorization from the District.
- **4.18. Rights of District.** The District has the right at all times during the Term of this Computer Network and Internet Services MOU to block or filter Internet access to websites or online materials that are obscene or deemed inappropriate by the District.
- **4.19.** Access to Computer Network. The District has the right at all times during the Term of this Computer Network and Internet Services MOU to access the Computer Network as necessary via the District's secure Virtual Private Network to troubleshoot all CVUSD-provided services at the El Rancho school site, including, but not limited to, phone systems, heating, ventilation, and air conditioning.

5. ASA's Duties

- 5.1. Utilities Costs for Computer Network and Internet Services. The Facilities MOU, at page 4, states that the District shall secure Internet services and bill ASA 100% of all utility costs each month during the 2019-2020 school year. Pursuant to the Facilities MOU, the District shall invoice ASA once a month for the Computer Network/Internet service costs, commencing on August 30, 2019, and ending June 30, 2020. ASA shall promptly pay to the District the costs identified in the invoice within thirty (30) calendar days of receipt of such invoice.
- 5.2. Additional Computer Network and Internet Services. If ASA desires any additional Computer Network and Internet Services beyond the service level provided to the District's public schools and which are not included in this Computer Network and Internet Services MOU, ASA shall submit a written request to the District for a cost estimate for the desired additional Computer Network and Internet Services.

If the District's cost estimate is approved by ASA's Board of Directors or designee, the District shall provide the desired additional Computer Network and Internet Services within a reasonable amount of time. Upon receipt of the District's services, ASA shall pay to the District the agreed cost estimate for the additional services within thirty (30) calendar days, thereafter, the additional services cost shall be invoiced to ASA monthly in addition to the utilities costs. ASA shall promptly pay to the District the additional services cost identified in the invoice within thirty (30) calendar days of receipt of such invoice.

- **5.3.** Student Data. ASA is subject to and shall comply, at all times, with all state and federal laws governing personally identifiable information in education records, including but not limited to relevant provisions of the California Education Code sections 49073.1, 49073.2, 49073.6, 49076.7, 49085 and the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. section 1232g and 34 C.F.R. section 99. ASA, not the District, shall manage all student data.
- 5.4. Third Party Informational Technology ("IT") Consultant or Consulting Firm. If ASA desires to contract with a third party IT consultant or consulting firm, ASA shall require the third party IT consultant or consulting firm to sign and agree to a confidentiality agreement for the duration of the Term to protect privileged personal and identifiable student information stored on ASA's server(s). ASA shall also require the third party IT consultant or consulting firm to sign and agree to ASA's Acceptable Use and Internet Safety Policy. ASA shall provide copies of signatures by ASA's third party IT consultant or consulting firm accepting ASA's Acceptable Use and Internet Safety Policy to the District within five (5) calendar days.
 - **5.4.1.** The confidentiality agreement shall provide that ASA, in accordance with the FERPA, is the owner of all personally identifiable student data and the data will not be retained by the third party IT consultant or consulting firm if the agreement is terminated. The confidentiality agreement must outline procedures for security breaches and notification of such breaches to all affected ASA parents/ guardians. ASA shall provide the confidentiality agreement to the District within five (5) calendar days after execution.
 - **5.4.2.** ASA shall provide the contact information of the third party IT consultant or consulting firm, in writing, to the District within five (5) calendar days after ASA executes a contract with the third party IT consultant or consulting firm.
 - **5.4.3.** In the event of any change in a third party IT consultant or consulting firm, ASA shall require the new third party IT consultant or consulting firm to sign and agree to a confidentiality agreement and sign and agree to ASA's Acceptable Use and Internet Safety Policy. ASA shall execute a new contract with the third party IT consultant or consulting firm, and shall provide the confidentiality agreement and new contract to the District within five (5) calendar days after execution. ASA shall provide the contact information of the new third party IT consultant or consulting firm, in writing, to the District within five (5) calendar days after ASA executes the contract with the new third party IT consultant or consulting firm.
 - **5.4.4.** If necessary, District will contact and meet with ASA's third party IT consultant or consulting firm at the El Rancho school site to discuss and agree upon ASA's third party IT consultant or consulting firm's access to the District's Computer Network.

- **5.4.5.** At no time shall ASA's third party IT consultant or consulting firm, or outside vendor, change, touch, manipulate, or move the District's Computer Network.
- **5.4.6.** In the event maintenance issues occur with the Computer Network, as installed by the District, ASA shall submit a written request to the District outlining the issue and scope of work requested. If the District approves ASA's request, the District may coordinate and work with ASA's IT consultant or consulting firm to perform the work request.
- 5.5. Support. ASA or ASA's third party IT consultant or consulting firm will provide monitoring, maintenance, remote support, phone support, and virtual Chief Information Officer services for ASA's computers, server(s), printer(s) and peripheral equipment excluding the District's network equipment and firewall management. ASA or ASA's third party IT consultant or consulting firm shall also provide support for all ASA installed hardware and software, and ongoing monitoring of all ASA devices. At no time will the District be responsible to provide support for any of ASA's computer or peripheral equipment configurations.

6. District's Duties

- 6.1. Maintenance of Computer Network. In the event maintenance issues occur with the Computer Network, as installed by the District, ASA shall submit a written request to the District outlining the issue and scope of work requested. If the District approves ASA's request, the District will provide and pay for reasonable hardware-related repairs to the Computer Network.
- **6.2.** Computer Network Connection. ASA's connection to the Computer Network may be suspended temporarily and without notice in the case of system failure, upgrades, maintenance, or repair or for reasons beyond the District's control. The District will take reasonable steps to provide notice and to minimize the duration of such disruption, to the extent it is within the District's reasonable control.

7. Warranty Disclaimer/Limitation of Liability

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

8. Indemnification

8.1. With the exception of any liability, claims, or damages caused by the negligence or willful misconduct of the District, ASA shall ("Indemnifying Party") indemnify, hold

harmless and defend, release and protect the District, its affiliates, successors and assigns, and its officers, board members, employees, and agents ("Indemnified Party" or "Indemnified Parties") against and from any and all claims, demands, actions, causes of action, suits, losses, liabilities, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorneys' fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Indemnified Party or Indemnified Parties that may be asserted or claimed by any person, firm, or entity for any injury, death or damage to any person or property occurring in, on or about the El Rancho school site arising from, or in connection with ASA's use of the District's Computer Network at the El Rancho school site, including without limiting the generality of the foregoing:

- **8.1.1.** Any default by ASA in the observance or performance of any of the terms, covenants, or conditions of this Computer Network and Internet Services MOU on ASA's part to be observed or performed;
- **8.1.2.** The use of the Computer Network at the El Rancho school site by ASA or any person claiming by, through or under ASA or ASA's Board of Directors, employees, agents, representatives, contractors, licensees, directors, officers, partners, trustees, volunteers, visitors or invitees, successors and/or assigns or any such person in, on or about the El Rancho school site either prior to, during, or after the expiration of the Term of this Agreement ("Liability" or "Liabilities"); and
- **8.1.3.** Any claim by a third party that the District is responsible for any actions by ASA in connection with any use of the Computer Network at the El Rancho school site or in any way related to this Computer Network and Internet Services MOU.

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

8.2. With the exception of any liability, claims, or damages caused by the negligence or willful misconduct of ASA, the District shall ("Indemnifying Party") indemnify, hold harmless and defend, release and protect ASA, its affiliates, successors and assigns, and its officers, board members, employees and agents ("Indemnified Party" or "Indemnified Parties") against and from any and all claims, demands, actions, causes of action, suits, losses, liabilities, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorneys' fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Indemnified Party or Indemnified Parties that may be asserted or claimed by any person, firm, or entity for any injury, death or damage to any person or property occurring in, on or about the El Rancho school site arising

from, or in connection with (a) the District's use of the District's Computer Network at the El Rancho school site, including without limiting the generality of the foregoing:

- **8.2.1.** Any default by the District in the observance or performance of any of the terms, covenants, or conditions of this Computer Network and Internet Services MOU on District's part to be observed or performed;
- **8.2.2.** The use of the Computer Network at the El Rancho school site by the District or any person claiming by, through or under the District or the District's Board of Education members, employees, agents, representatives, contractors, licensees, directors, officers, partners, trustees, volunteers, visitors or invitees, successors and/or assigns or any such person in, on or about the El Rancho school site either prior to, during, or after the expiration of the Term of this Agreement (singularly "Liability" or collectively "Liabilities"); and
- **8.2.3.** Any claim by a third party that ASA is responsible for any actions by the District in connection with any use of the Computer Network at the El Rancho school site or in any way related to this Computer Network and Internet Services MOU.

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

9. Notices

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

If to the District:

Chino Valley Unified School District 5130 Riverside Drive Chino, CA 91710 Attention: Assistant Superintendent, Business Services Email: <u>Sandra_Chen@chino.k12.ca.us</u>

If to ASA:

Allegiance STEAM Academy Charter School 5862 C St. Chino, CA 91710 Attention: Chief Executive Officer Email: <u>sebastian.cognetta@asathrive.org</u>

> Page 10 July 18, 2019 Page 35

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

10. Captions and Section Headings

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

11. Severability

11.1. If any provision or any part of this Computer Network and Internet Services MOU is determined by a court of competent jurisdiction to be invalid, illegal, unenforceable, and/or contrary to public policy or statute, such provision shall be severed and the remaining provisions shall remain valid and fully enforceable.

12. Venue and Governing Law

12.1. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be filed in the Superior Court of San Bernardino County, California. The Parties agree "shall" is mandatory pursuant to Education Code section 75.

13. Modification

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

14. Entire Agreement

14.1. This Computer Network and Internet Services MOU contains the entire agreement of the Parties with respect to the matters covered herein, and supersede as any oral or written understandings or agreements between the Parties with respect to the subject matter of this Computer Network and Internet Services MOU.

COMPUTER NETWORK AND INTERNET SERVICES MOU

15. Scanned/Electronic Signatures

15.1. This Computer Network and Internet Services MOU may be executed and electronically transmitted to any other party by PDF, which PDF shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

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

ASA agrees that ASA's use of the District's Computer Network and this Computer Network and Internet Services MOU automatically terminates if the CVUSD Board of Education determines that ASA failed to comply with any terms of this Computer Network and Internet Services MOU.

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

Each person below warrants and guarantees that she/he is legally authorized to execute this Computer Network and Internet Services MOU on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Computer Network and Internet Services MOU. This Computer Network and Internet Services MOU may be executed in counterparts, each of which shall constitute an original. Facsimile copies of signature pages transmitted to other Parties shall be deemed equivalent to original signatures on counterparts.

IN WITNESS WHEREOF, the Parties hereto have executed this Computer Network and Internet Services MOU on ______, 2019.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

| By | |
|---------------------------------|------|
| Norm Enfield, Ed.D. | Date |
| Superintendent | |
| ALLEGIANCE STEAM ACADEMY THRIVE | |
| By A A | |
| Dr. Sebastian Cognetta | Date |
| Chief Executive Officer | |

Page 12 July 18, 2019 Page 37

COMPUTER NETWORK AND INTERNET SERVICES MOU

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

AYES:

NOES:

Abstentions:

Dr. Norm Enfield Clerk of the Board of Education

Approved and ratified on $\frac{J_{u} 27}{2019}$, 2019 by the Allegiance STEAM Academy Inc. Board of Directors by the following vote:

AYES:

NOES:

Abstentions:

A Leg nette

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Name: Title:

CHINO VALLEY UNIFIED SCHOOL DISTRICT Our Motto:

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

- **DATE:** July 18, 2019
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Richard Rideout, Assistant Superintendent, Human Resources

SUBJECT: ADDENDUM TO THE EMPLOYMENT CONTRACT FOR THE ASSISTANT SUPERINTENDENT, CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT; ASSISTANT SUPERINTENDENT, FACILITIES, PLANNING, AND OPERATIONS; ASSISTANT SUPERINTENDENT, HUMAN RESOURCES; ASSOCIATE SUPERINTENDENT, BUSINESS SERVICES; AND ASSOCIATE SUPERINTENDENT, CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT

BACKGROUND

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

The Board is asked to ratify and approve the addendums to the employment contract for the Assistant Superintendent, Curriculum, Instruction, Innovation, and Support; Assistant Superintendent, Facilities, Planning, and Operations; Assistant Superintendent, Human Resources; Associate Superintendent, Business Services; and Associate Superintendent, Curriculum, Instruction, Innovation, and Support for a term beginning July 1, 2019, and ending June 30, 2023. All other provisions of the contracts for employment shall remain unchanged.

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

RECOMMENDATION

It is recommended the Board of Education approve the employment contracts for:

- a) Assistant Superintendent, Curriculum, Instruction, Innovation, and Support;
- b) Assistant Superintendent, Facilities, Planning, and Operations;
- c) Assistant Superintendent, Human Resources;
- d) Associate Superintendent, Business Services; and
- e) Associate Superintendent, Curriculum, Instruction, Innovation, and Support.

FISCAL IMPACT

The positions are within the approved budget.

NE:RR:mcm

ADDENDUM TO CONTRACT FOR EMPLOYMENT OF ASSISTANT SUPERINTENDENT BETWEEN THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT

COUNTY OF SAN BERNARDINO, CALIFORNIA AND LEA FELLOWS

The July 1, 2018 contract for employment of Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation and Support, shall be amended as set forth below:

Item 1 – Offer

The term of the contract shall be from July 1, 2019, through June 30, 2023. This contract may be extended annually, subject to the terms and conditions hereinafter set forth below, and subject to the Assistant Superintendent receiving a satisfactory job performance evaluation on or before March 1st of each calendar year by the Superintendent.

All other provisions of the contract for employment shall remain unchanged.

SIGNATURE OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT

County of San Bernardino, California

James Na, President Date

Irene Hernandez-Blair, Vice-President Date

Date

Andrew Cruz, Clerk

Date

Christina Gagnier, Member

Joe Schaffer, Member

Date

SIGNATURE OF THE ASSISTANT SUPERINTENDENT, CURRICULUM, INSTRUCTION, INNOVATION AND SUPPORT

Lea Fellows

ADDENDUM TO CONTRACT FOR EMPLOYMENT OF ASSISTANT SUPERINTENDENT BETWEEN THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT

COUNTY OF SAN BERNARDINO, CALIFORNIA AND GREGORY J. STACHURA

The July 1, 2018 contract for employment of Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations, shall be amended as set forth below:

Item 1 – Offer

The term of the contract shall be from July 1, 2019, through June 30, 2023. This contract may be extended annually, subject to the terms and conditions hereinafter set forth below, and subject to the Assistant Superintendent receiving a satisfactory job performance evaluation on or before March 1st of each calendar year by the Superintendent.

All other provisions of the contract for employment shall remain unchanged.

SIGNATURE OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT

County of San Bernardino, California

James Na, President

Irene Hernandez-Blair, Vice-President Date

Andrew Cruz, Clerk

Date

Date

Christina Gagnier, Member

Date

Joe Schaffer, Member

Date

SIGNATURE OF THE ASSISTANT SUPERINTENDENT, FACILITIES, PLANNING, AND OPERATIONS

Gregory J. Stachura

ADDENDUM TO CONTRACT FOR EMPLOYMENT OF ASSISTANT SUPERINTENDENT BETWEEN THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT

COUNTY OF SAN BERNARDINO, CALIFORNIA AND RICHARD RIDEOUT

The August 17, 2018 contract for employment of Richard Rideout, Assistant Superintendent, Human Resources, shall be amended as set forth below:

Item 1 – Offer

The term of the contract shall be from July 1, 2019, through June 30, 2023. This contract may be extended annually, subject to the terms and conditions hereinafter set forth below, and subject to the Assistant Superintendent receiving a satisfactory job performance evaluation on or before March 1st of each calendar year by the Superintendent.

All other provisions of the contract for employment shall remain unchanged.

SIGNATURE OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT

County of San Bernardino, California

| James Na, President | Date | Irene Hernandez-Blair, Vice-President | Date |
|----------------------------|-----------|---------------------------------------|------|
| Andrew Cruz, Clerk | Date | Christina Gagnier, Member | Date |
| Joe Schaffer, Member | Date | | |
| SIGNATURE OF THE ASSISTANT | SUPERINTE | NDENT, HUMAN RESOURCES | |

Richard Rideout

ADDENDUM TO CONTRACT FOR EMPLOYMENT OF ASSOCIATE SUPERINTENDENT BETWEEN THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT

COUNTY OF SAN BERNARDINO, CALIFORNIA AND SANDRA H. CHEN

The July 1, 2018 contract for employment of Sandra H. Chen, Associate Superintendent, Business Services, shall be amended as set forth below:

Item 1 – Offer

The term of the contract shall be from July 1, 2019, through June 30, 2023. This contract may be extended annually, subject to the terms and conditions hereinafter set forth below, and subject to the Associate Superintendent receiving a satisfactory job performance evaluation on or before March 1st of each calendar year by the Superintendent.

All other provisions of the contract for employment shall remain unchanged.

SIGNATURE OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT

County of San Bernardino, California

 James Na, President
 Date
 Irene Hernandez-Blair, Vice-President
 Date

 Andrew Cruz, Clerk
 Date
 Christina Gagnier, Member
 Date

 Joe Schaffer, Member
 Date

 SIGNATURE OF THE ASSOCIATE SUPERINTENDENT, BUSINESS SERVICES

Date

Sandra H. Chen

ADDENDUM TO CONTRACT FOR EMPLOYMENT OF ASSOCIATE SUPERINTENDENT BETWEEN THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT

COUNTY OF SAN BERNARDINO, CALIFORNIA AND GRACE PARK, ED.D.

The July 1, 2018 contract for employment of Grace Park, Ed,D., Associate Superintendent, Curriculum, Instruction, Innovation, and Support, shall be amended as set forth below:

Item 1 – Offer

The term of the contract shall be from July 1, 2019, through June 30, 2023. This contract may be extended annually, subject to the terms and conditions hereinafter set forth below, and subject to the Associate Superintendent receiving a satisfactory job performance evaluation on or before March 1st of each calendar year by the Superintendent.

All other provisions of the contract for employment shall remain unchanged.

SIGNATURE OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT

County of San Bernardino, California

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

Joe Schaffer, Member

Date

SIGNATURE OF THE ASSOCIATE SUPERINTENDENT, CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT

Date

Grace Park, Ed.D.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

REGULAR MEETING OF THE BOARD OF EDUCATION

June 20, 2019

Minutes

I. OPENING BUSINESS

I.A. CALL TO ORDER – 5:30 P.M.

1. <u>Roll Call</u>

President Na called to order the regular meeting of the Board of Education, Thursday, June 20, 2019, at 5:30 p.m. with Cruz, Gagnier, Schaffer, and Na present. Mrs. Blair arrived at 5:31 p.m.

Administrative Personnel

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

- 2. <u>Public Comment on Closed Session Items</u> None.
- 3. Closed Session

President Na adjourned to closed session at 5:30 p.m. regarding conference with legal counsel existing litigation; a student readmission; student discipline; public employee discipline/dismissal/release; conference with labor negotiators: A.C.T. and CSEA negotiations; and public employee appointment: elementary school principal and assistant principal; junior high school assistant principal; and high school assistant principal.

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

1. <u>Report Closed Session Action</u>

President Na reconvened the regular meeting of the Board of Education at 7:00 p.m. with Blair, Cruz, Gagnier, Schaffer, and Na present. The Board met in closed session from 5:30 p.m. to 6:44 p.m. regarding conference with legal counsel existing litigation; a student readmission; student discipline; public employee discipline/dismissal/release; conference with labor negotiators: A.C.T. and CSEA negotiations; and public employee appointment: elementary school principal and assistant principal; junior high school assistant principal; and high school assistant principal. No action was taken that required public disclosure.

2. <u>Pledge of Allegiance</u> Brian Gallé lead the Pledge of Allegiance.

I.C. COMMENTS FROM EMPLOYEE REPRESENTATIVES

None.

I.D. COMMENTS FROM COMMUNITY LIAISONS

Mark Lucio announced city sponsored activities; said concerts in the park begin in July; and said the city is starting a wrestling program for the community.

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

Tricia Cauley and Brian Gallé addressed the Board regarding Chino Hills HS general boosters; Sharon Shaw and Ramona Batey addressed the Board regarding Measure G construction near their properties; Yi Eubanks addressed the Board regarding teacher needs; Catherine Osman addressed the Board regarding computers and technology associated with student learning; and Michael Chu addressed the Board regarding health education framework and the area (sexual orientation and gender identity) in which parents cannot opt out.

I.F. CHANGES AND DELETIONS

The following change was read into the record: Item III.D.2., Contractor/ Consultant Services, under Human Resources, HR 1920-005 City of Chino, this item was pulled from the agenda

II. ACTION

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

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

Moved (Blair) seconded (Gagnier) carried unanimously (5-0) to adopt the 2019/2020 Local Control and Accountability Plan.

II.A.2. <u>Local Control and Accountability Plan Federal Addendum</u> Moved (Blair) seconded (Gagnier) carried unanimously (5-0) to approve the Local Control and Accountability Plan Federal Addendum.

II.B. BUSINESS SERVICES

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

Moved (Blair) seconded (Gagnier) carried unanimously (5-0) to adopt the 2019/2020 budget for all funds and authorized the Superintendent or designee to sign the 2019/2020 District Certification of Budget Adoption.

II.C. FACILITIES, PLANNING, AND OPERATIONS

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

Moved (Schaffer) seconded (Na) motion carried (3-2, Blair and Gagnier voted no) to approve the Final Facilities Memorandum of Understanding between the Chino Valley Unified School District and Sycamore Academy of Science and Cultural Arts-Chino Valley charter school, and the Shared Use Agreement between the Chino Valley Unified School District and Sycamore Academy of Science and Cultural Arts-Chino Valley charter school.

II.D. HUMAN RESOURCES

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

Moved (Gagnier) seconded (Blair) carried unanimously (5-0) to approve the addendum to the employment contract for the Superintendent of the Chino Valley Unified School District.

III. CONSENT

Moved (Gagnier) seconded (Blair) carried unanimously (5-0) to approve the consent items.

III.A. ADMINISTRATION

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

Approved the minutes of the regular meeting of June 6, 2019.

III.B. BUSINESS SERVICES

III.B.1. <u>Warrant Register</u> Approved/ratified the warrant register.

III.B.2. <u>2019/2020 Applications to Operate Fundraising Activities and Other</u> <u>Activities for the Benefit of Students</u> Approved/ratified the 2019/2020 applications to operate fundraising activities and other activities for the benefit of students.

III.B.3. <u>Fundraising Activities</u> Approved/ratified the fundraising activities.

III.B.4. <u>Donations</u> Accepted the donations.

III.B.5. Legal Services

Approved payment for legal services to the law offices of Margaret A. Chidester & Associates; and the Tao Firm.

- III.B.6. <u>Resolution 2018/2019-49 Use of 2019/2020 Education Protection</u> <u>Accounts Funds</u> Adopted Resolution 2018/2019-49 Use of 2019/2020 Education Protection Accounts Funds.
- III.B.7. <u>Resolution 2018/2019-50 Transfers of Appropriations for 2019/2020</u> Adopted Resolution 2018/2019-50 Transfers of Appropriations for 2019/2020.
- III.B.8. <u>Signature Authorizations for Chino Valley Unified School District</u> Approved the signature authorizations for Chino Valley Unified School District.

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

- III.C.1. <u>Student Readmission Case 18/19-16</u> Approved student readmission case 18/19-16.
- III.C.2. <u>Student Expulsion Cases 18/19-31, 18/19-32, 18/19-33, and 18/19-35</u> Approved student expulsion cases 18/19-31, 18/19-32, 18/19-33, and 18/19-35.

III.C.3. <u>School-Sponsored Trip</u> Approved/ratified the school-sponsored trip for Chino HS.

- III.C.4. Local Agreement for Child Development Services CSPP-9420 and the Adoption of Resolution 2018/2019-53 Approved the Local Agreement for Child Development Services CSPP-9420 and the adoption of Resolution 2018/2019-53.
- III.C.5. <u>Local Agreement for Child Development Services CCTR-9188 and the</u> <u>Adoption of Resolution 2018/2019-54</u> Approved the Local Agreement for Child Development Services CCTR-9188 and the adoption of Resolution 2018/2019-54.
- III.C.6. <u>Revision of the Financial Literacy Course</u> Approved the revision of the Financial Literacy course.
- III.C.7. <u>Designation of California Interscholastic Federation Representatives to</u> <u>League for 2019/2020</u> Approved the Designation of California Interscholastic Federation Representatives to League for 2019/2020.

III.D. FACILITIES, PLANNING, AND OPERATIONS

III.D.1. <u>Purchase Order Register</u>

Approved/ratified the purchase order register.

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

Approved/ratified the Agreements for Contractor/Consultant Services, as amended.

III.D.3. <u>Surplus/Obsolete Property</u>

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

III.D.4. <u>Resolutions 2018/2019-51 and 2018/2019-52 for Authorization to Utilize</u> <u>Piggyback Contracts</u> Adopted Resolutions 2018/2019-51 and 2018/2019-52 for authorization to

Adopted Resolutions 2018/2019-51 and 2018/2019-52 for authorization to utilize piggyback contracts.

- III.D.5. <u>Notice of Completion for CUPCCAA Bid 18-19-30I, Woodcrest JHS</u> <u>Behavioral Intervention Program Installation of New Single Ply Roofing</u> Approved the Notice of Completion for CUPCCAA Bid 18-19-30I, Woodcrest JHS Behavioral Intervention Program Installation of New Single Ply Roofing.
- III.E. HUMAN RESOURCES

III.E.1. <u>Certificated/Classified Personnel Items</u> Approved/ratified the certificated/classified personnel items.

- III.E.2. <u>New Job Description and Creation of the Position for Transportation</u> <u>Technician</u> Approved the new job description for Transportation Technician, and authorized the creation of the position for Transportation Technician.
- III.E.3. <u>Student Teaching Agreement with Concordia University—Portland</u> Approved the student teaching agreement with Concordia University— Portland.
- III.E.4. <u>Partnership Program Addendum with Concordia University—Portland</u> Approved the Partnership Program addendum with Concordia University— Portland.

IV. INFORMATION

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

- IV.A.1. <u>Revision of Board Policy and Administrative Regulation 5141.52</u> <u>Students—Suicide Prevention</u> Received for information the revision of Board Policy and Administrative Regulation 5141.52 Students—Suicide Prevention.
- IV.A.2. <u>Revision of Board Policy and Administrative Regulation 5144</u> <u>Students—Discipline</u> Received for information the revision of Board Policy and Administrative Regulation 5144 Students—Discipline.
- IV.B. FACILIITES, PLANNING, AND OPERATIONS
- IV.B.1. <u>Revision of Board Policy 3250 Business and Noninstructional</u> <u>Operations—Transportation Fees</u> Received for information the revision of Board Policy 3250 Business and Noninstructional Operations—Transportation Fees.
- IV.B.2. <u>Revision of Board Policy 3510 Business and Noninstructional</u> <u>Operations—Green School Operations</u> Received for information the revision of Board Policy 3510 Business and Noninstructional Operations—Green School Operations.
- IV.B.3. <u>Revision of Board Policy and Administrative Regulation 3511 Business</u> <u>and Noninstructional Operations—Energy and Water Conservation</u> Received for information the revision of Board Policy and Administrative Regulation 3511 Business and Noninstructional Operations—Energy and Water Conservation.

- IV.B.4. <u>Revision of Administrative Regulation 3514 Business and</u> <u>Noninstructional Operations—Environmental Safety</u> Received for information the revision of Administrative Regulation 3514 Business and Noninstructional Operations—Environmental Safety.
- IV.B.5. <u>Revision of Board Policy and Deletion of Administrative Regulation</u> <u>3540 Business and Noninstructional Operations—Transportation</u> Received for information the revision of Board Policy and deletion of Administrative Regulation 3540 Business and Noninstructional Operations— Transportation.

V. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

Joe Schaffer commended the (Chino Hills HS) general boosters for meeting auditor's recommendations, said he looks forward to moving ahead with a productive relationship, expressed a concern related to its board members receiving a stipend, and asked Superintendent Enfield to look into what other districts do in this regard; spoke about the need for speech and language pathologists and would like to know how the District plans to recruit, and retain those we currently have; apologized to Mrs. Shaw, community member, for the inconvenience related to Measure G funded work near her property; said what is embedded in the curriculum regarding gender identity etc. is an issue with the state legislature/local representative - not the local level, but that the Board is doing its best to maintain a very conservative approach; asked Superintendent Enfield to look into technology issues in moderate to severe classrooms; asked Superintendent Enfield to make sure that the parent engagement community outreach position mentioned throughout the approved LCAP and addendum is appropriately classified and to start the process to do so; spoke about the Adult School's newly created HVAC program and the ribbon cutting ceremony; attended the June 8 SBCSBA reception and thanked Senator Levey for making herself and staff accessible; attended the Cromsby Allen award ceremony at Boys Republic today, and attended graduations the following day; and provided a brief Baldy View ROP committee report regarding its budget approval.

Christina Gagnier spoke about the student who sustained injuries during an incident in the community today; said the Chino State of the City is taking place on Wednesday at the Chaffey Community College campus in Chino; attended the opening of the Adult School HVAC facility; and lauded the collaboration between the District and Chaffey College system.

Andrew Cruz apologized to the community member who was inconvenienced during school construction near her property; said he supports the concerns raised by Yi Eubanks regarding class size and computer needs; agreed with Catherine Osman regarding technology concerns; and closed by commenting on the prayer lawsuit.

Irene Hernandez-Blair said the Measure G link on the District website is not up-to-date; said it is important that it be regularly updated; expressed sadness at the tragedy that occurred with one of our students today; and said we need to be aware of what our children are doing regardless of their age.

Superintendent Enfield said tonight's meeting was the last meeting for the 2018/2019 school year; and expressed gratitude to the Board for extending his contract.

President Na spoke about the student who was injured today and extended thoughts to the family; said our hopes and dreams are in our students; spoke about Chino Hills HS SDC and special education class size and technology needs; asked Superintendent Enfield to make sure technology support is provided to all high schools; thanked Catherine Osman for her work with students: commented on the HVAC program at the Adult School, and said he is happy to see Dawn Marks, Chino Champion reporter, talking to the students who participate in the program; thanked Mrs. Shaw for her service as a teacher and thanked her for coming; and acknowledged the Chino Hills HS general booster club volunteers.

VI. ADJOURNMENT

President Na adjourned the regular meeting of the Board of Education at 7:48 p.m.

James Na, President

Andrew Cruz, Clerk

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

DATE: July 18, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services Liz Pensick, Director, Fiscal Services

SUBJECT: WARRANT REGISTER

BACKGROUND

Education Code 42650 requires the Board to approve and/or ratify all warrants. These payments are made in the form of warrants, and the warrant (check) form is approved by the County Superintendent.

All items listed are within previously budgeted amounts. There is no fiscal impact beyond currently available appropriations.

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

RECOMMENDATION

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

FISCAL IMPACT

\$8,642,613.32 to all District funding sources.

NE:SHC:LP:wc

- **DATE:** July 18, 2019
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Sandra H. Chen, Associate Superintendent, Business Services Liz Pensick, Director, Fiscal Services

SUBJECT: 2019/2020 APPLICATIONS TO OPERATE FUNDRAISING ACTIVITIES AND OTHER ACTIVITIES FOR THE BENEFIT OF STUDENTS

BACKGROUND

Administrative Regulation 1230 Community Relations – School Connected Organizations requires that any person or group of people desiring to raise money to benefit a student or students at one or more schools within the District shall request authorization to operate by applying to the Chino Valley Unified School District Board of Education.

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

RECOMMENDATION

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

FISCAL IMPACT

None.

NE:SHC:LP:wc

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

| <u>School</u> | Organization |
|----------------------|---------------------|
| Butterfield Ranch ES | PTA |
| Eagle Canyon ES | PTA |
| Hidden Trails ES | PTA |
| Marshall ES | PTO |
| Walnut ES | PFA |

DATE: July 18, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services Liz Pensick, Director, Fiscal Services

SUBJECT: FUNDRAISING ACTIVITIES

BACKGROUND

Board Policy 3452 Business and Noninstructional Operations – Student Activity Funds and Board Policy 1230 Community Relations – School Connected Organizations require that fundraising activities be submitted to the Board of Education for approval.

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

RECOMMENDATION

It is recommended the Board of Education approve/ratify the fundraising activities.

FISCAL IMPACT

None.

NE:SHC:LP:wc

SITE/DEPARTMENT ACTIVITY/DESCRIPTION DATE

Borba ES

| PFA PFA PFA PFA PFA PFA PFA PFA | Membership Drive Off Campus Popcorn Sale Back to School Night Refreshment Sale Student Store Gift Boutique Catalog Sale Mother/Daughter Event Father/Son Event Open House Refreshment Sale Festival Snack Sale | 8/12/19 - 5/28/20 8/19/19 - 8/30/19 8/21/19 9/18/19 - 5/28/20 12/9/19 - 12/13/19 2/3/20 - 2/14/20 3/13/20 5/1/20 5/13/20 5/15/20 |
|---|--|---|
| Cattle ES | | |
| PFA P | Membership Drive Spirit Wear Sale La Michoacanita Family Nights Out Monthly Spirit Sticks/Tags Sale Fridays After School Ice Cream Sale Pencil Sale Super Chili Burger Family Night Out Fall Catalog Sale McDonald's Family Night Out Islands Restaurant Family Nights Out Cannataro's Family Nights Out Yearbook Sale Titan Burgers Family Nights Out Pieology Family Nights Out Taco Hut Family Nights Out Chipotle Family Nights Out Round Table & It's Yogurt Family Night Out | 8/1/19 - 9/30/19 8/1/19 - 6/30/20 8/12/19 - 8/13/19 8/12/19 - 5/1/20 8/16/19 - 5/22/20 8/19/19 - 5/1/20 9/9/19 9/10/19 - 10/2/19 10/16/19 11/18/19 - 11/22/19 12/7/19 - 12/11/19 1/2/20 - 5/31/20 1/20/20 - 1/24/20 2/17/20 - 2/21/20 3/9/20 - 3/13/20 4/6/20 - 4/10/20 5/29/20 |

Chaparral ES

| РТО | Box Tops for Education | 8/1/19 - 6/1/20 |
|-----------------|------------------------------------|-------------------|
| РТО | Scrip Gift Card Sale | 8/8/19 - 5/30/20 |
| РТО | Membership Drive | 8/8/19 - 5/30/20 |
| РТО | Spirit Wear Sale | 8/8/19 - 5/31/20 |
| РТО | Shave Iced Sale | 8/9/19 & 9/26/19 |
| ASB - 6th Grade | Community Discount Card Sale | 8/19/19 - 8/30/19 |
| PTO | Monthly After School Popsicle Sale | 8/22/19 - 6/30/20 |

SITE/DEPARTMENT ACTIVITY/DESCRIPTION

<u>DATE</u>

Chaparral ES (cont.)

| PTO PTO ASB - 6th Grade PTO ASB - 6th Grade PTO PTO PTO PTO | Movie Night Refreshment Sale Project Pie Family Night Out Reusable Mixed Bag Sale Ultra Fun Run Donations Fall Holiday Gram Sale Off Campus See's Candy Sale Winter Holiday Gram Sale Valentine Gram Sale Shamrock Gram Sale Spring Holiday Gram Sale | 9/6/19 9/12/19 & 1/16/20 9/23/19 - 10/4/19 10/10/19 10/21/19 - 10/25/19 11/4/19 - 11/15/19 12/9/19 - 12/13/19 2/3/20 - 2/7/20 3/9/20 - 3/13/20 4/13/20 - 4/17/20 |
|---|--|---|
| Eagle Canyon ES | | |
| PTA PTA PTA ASB PTA ASB - 6th Grade PTA ASB - 6th Grade | Spirit Wear Sale After School Snack Sale Membership Drive Agenda Sale Off Campus Popcorn Sale After School Candy Apple Sale Fall Family Festival Ticket Sale Off Campus See's Candy Sale | 8/8/19 - 5/28/20 8/8/19 - 5/28/20 8/9/19 - 8/30/19 8/12/19 - 5/28/20 9/4/19 - 9/20/19 9/9/19 - 9/20/19 9/30/19 - 10/18/19 9/30/19 - 10/21/19 |

Hidden Trails ES

| PTA | Membership Drive | 7/19/19 - 5/31/20 |
|-----|-------------------------------------|--------------------|
| PTA | Amazon Smile.com | 7/19/19 - 5/31/20 |
| PTA | Spirit Wear Sale | 7/19/19 - 5/31/20 |
| ΡΤΑ | Box Tops for Education | 8/1/19 - 5/31/20 |
| ΡΤΑ | After School Snack Sale | 8/12/19 - 5/31/20 |
| ΡΤΑ | Fall Family Night Snack Sale | 9/20/19 |
| ΡΤΑ | Off Campus Cookie Dough Sale | 9/30/19 - 10/15/19 |
| РТА | McDonald's McTeachers Night | 10/9/19 |
| ΡΤΑ | Trunk or Treat | 10/25/19 |
| ΡΤΑ | Fall Dance | 11/15/19 |
| ΡΤΑ | Pennies for Patients Donation Drive | 12/2/19 - 12/18/19 |
| ΡΤΑ | Fall Book Fair | 12/9/19 - 12/13/19 |
| ΡΤΑ | Holiday Gift Shop | 12/9/19 - 12/13/19 |
| PTA | Read-A-Thon | 3/2/20 - 3/6/20 |
| PTA | Off Campus See's Candy Sale | 3/9/20 - 3/31/20 |
| PTA | Family Fun Night | 3/18/20 |

| SITE/DEPARTMENT | ACTIVITY/DESCRIPTION | DATE |
|--|---|--|
| Hidden Trails ES (cont.) | | |
| PTA PTA | Spring Book Fair Open House Silent Auction | 5/11/20 - 5/15/20 5/13/20 |
| Litel ES | | |
| PTA PTA PTA | Spirit Wear Sale Yearbook Sale Membership Drive | 8/9/19 - 5/20/20 8/9/19 - 5/28/20 8/12/19 - 5/28/20 |
| Marshall ES | | |
| PTO PTO | Catalog Sale Book Fair | 9/19/19 - 10/3/19 2/3/20 - 2/7/20 |
| <u>Oak Ridge ES</u> | | |
| PTA PTA PTA | After School Kona Ice Sale Corner Bakery Spirit Nights Out Subway Spirit Night | 8/22/19 4/20/20 - 4/24/20 5/14/20 |
| Rolling Ridge ES | | |
| PTA PTA PTA PTA PTA PTA ASB - 6th Grade ASB - 6th Grade ASB - 6th Grade PTA PTA PTA PTA ASB - 6th Grade ASB - 6th Grade PTA ASB - 6th Grade PTA ASB - 6th Grade ASB - 6th Grade | Meet Your Teacher Refreshment Sale Membership Drive Amazon Smile.com Happy Birthday Wishes Marquee Spirit Wear Sale Recycling Program After School Juice-It-Up Sale Yearbook Dedications Box Tops for Education Fall Catalog Sale Kinder Movie Night Refreshment Sale Fall Book Fair Family Fun Night Family Fun Night Refreshment Sale After School Candy Sale Holiday Boutique Holiday Boutique Leukemia & Lymphoma Society Donation Drive | 8/9/19 8/12/19 - 5/28/20 8/12/19 - 5/28/20 8/28/19 - 9/9/19 9/27/19 10/7/19 - 10/11/19 10/25/19 10/25/19 12/2/19 - 12/19/19 12/3/19 - 12/5/19 12/3/19 - 12/5/19 1/21/20 - 1/31/20 |

SITE/DEPARTMENT ACTIVITY/DESCRIPTION DATE

Rolling Ridge ES (cont.)

| ASB - General | Pennies for Patients Donation Drive | 1/21/20 - 1/31/20 |
|-----------------|-------------------------------------|-------------------|
| PTA | Fun Run Pledge Drive | 3/2/20 - 3/19/20 |
| PTA | Spring Book Fair | 4/27/20 - 5/1/20 |
| ASB - 6th Grade | Spring Program Refreshment Sale | 5/20/20 |

Walnut ES

| PFA | T-Shirt Sale | 8/12/19 - 9/27/19 |
|-----|-----------------------------|---------------------|
| PFA | Membership Drive | 8/12/19 - 9/30/19 |
| PFA | Spirit Wear Sale | 8/12/19 - 5/22/20 |
| PFA | Fall Catalog Sale | 9/9/19 - 9/20/19 |
| PFA | Fall Book Fair | 10/7/19 - 10/11/19 |
| PFA | Halloween Gram Sale | 10/15/19 - 10/31/19 |
| PFA | McDonald's McTeacher Night | 10/22/19 |
| PFA | Yearbook Sale | 11/1/19 - 5/22/20 |
| PFA | Holiday Boutique | 12/9/19 - 12/13/19 |
| PFA | Spring Catalog Sale | 3/9/20 - 3/30/20 |
| PFA | Off Campus See's Candy Sale | 4/1/20 - 4/30/20 |
| PFA | Spring Book Fair | 4/13/20 - 4/17/20 |
| PFA | McDonald's Family Night Out | 4/28/20 |

Canyon Hills JHS

| Renaissance | Agenda Sale | 7/29/19 - 5/28/20 |
|-------------|---------------------------------------|-------------------|
| Renaissance | After School Juice-It-Up Sale | 8/15/19 - 5/21/20 |
| Music Club | Back To School Night Refreshment Sale | 8/20/19 |
| Renaissance | Off Campus Candy Sale | 1/21/20 - 2/6/20 |

Magnolia JHS

| ASB - General | Welcome Back Ice Cream Social Ticket Sale | 8/12/19 - 8/16/19 |
|---------------|---|-------------------|
| ASB - General | Step-It-Up Donation Drive | 8/15/19 - 8/29/19 |

<u>Ayala HS</u>

| Spirit Boosters | Spirit Decal Sale | 8/1/19 - 11/1/19 |
|-------------------|---------------------------|------------------|
| Spirit Boosters | Chipotle Family Night Out | 8/12/19 |
| Baseball Boosters | Golf Tournament | 10/28/19 |
| Baseball Boosters | Donation Drive | 2/1/20 - 4/30/20 |

| SITE/DEPARTMENT | ACTIVITY/DESCRIPTION | DATE |
|-----------------------|------------------------------------|-------------------|
| Chino HS | | |
| Football Boosters | Blast Athletics Donation Drive | 7/19/19 - 8/31/19 |
| <u>Chino Hills HS</u> | | |
| Peer Leadership | Marquee Birthday Announcement Sale | 8/12/19 - 6/1/20 |

- **DATE:** July 18, 2019
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Sandra H. Chen, Associate Superintendent, Business Services Liz Pensick, Director, Fiscal Services
- SUBJECT: DONATIONS

BACKGROUND

Board Policy 3290 Business and Noninstructional Operations - Gifts, Grants, and Bequests states the Board of Education may accept any bequest or gift of money or property on behalf of the District. All gifts, grants, and bequests shall become property of the District. Use of the gift shall not be impaired by restrictions or conditions imposed by the donor. Approximate values are determined by the donor.

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

RECOMMENDATION

It is recommended the Board of Education accept the donations.

FISCAL IMPACT

Any cost for repairs of donated equipment will be a site expense.

NE:SHC:LP:wc

| DEPARTMENT/SITE DONOR | ITEM DONATED | <u>APPROXIMATE</u> <u>VALUE</u> |
|--|------------------------------|------------------------------------|
| Alternative Education | | |
| Wright & Associates | Classroom Supplies/Equipment | \$500.00 |
| Dickey ES | | |
| American Heart Association ITS Logistics, LLC Dickey PTO | Cash Cash Cash | \$60.00 \$350.00 \$500.00 |
| Hidden Trails ES | | |
| Hidden Trails PTA | Cash | \$4,395.00 |
| Chino Hills HS | | |
| Rev Varsity Wells Fargo Foundation | Cash Cash | \$20.00 \$60.00 |

| 019 |
|-----|
| |

- **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 | May 2019 | \$ 1,921.50 | \$ 161,711.91 |
| Fagen Friedman & Fulfrost LLP | - | - | \$ 11,009.63 |
| Margaret A. Chidester & Associates | May 2019 | \$71,488.25 | \$1,109,319.09 |
| The Tao Firm | - | - | \$ 41,032.50 |
| | Total | \$73,409.75 | \$1,323,073.13 |

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

\$73,409.75 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:** July 18, 2019
- **TO:** Members, Board of Education
- FROM: Norm Enfield, Ed.D., Superintendent
- PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support Stephanie Johnson, Director, Student Support Services

SUBJECT: STUDENT EXPULSION CASE 18/19-34

BACKGROUND

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

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

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

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

RECOMMENDATION

Based upon the recommendation of the Expulsion Hearing Administrative Panel, it is recommended the Board of Education approve student expulsion case 18/19-34.

FISCAL IMPACT

None.

NE:LF:SJ:ss

DATE: July 18, 2019

- **TO:** Members, Board of Education
- FROM: Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support

SUBJECT: SCHOOL-SPONSORED TRIPS

BACKGROUND

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

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

RECOMMENDATION

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

| School-Sponsored Trips | Date | Fiscal Impact |
|--|---------------------|--|
| Site: Chaparral ES Event: Pali Institute Outdoor Science Camp Place: Running Springs, CA Chaperone: 77 students/20 chaperones | January 27-31, 2020 | Cost: \$465.00 per student Funding Source: Parents and fundraising |
| Site: Cortez ES Event: Thousand Pines Outdoor Science Camp Place: Crestline, CA Chaperone: 100 students/14 chaperones | January 21-24, 2020 | Cost: \$265.00 per student Funding Source: Title I |

| | | 1 |
|---|------------------------|--|
| Site: Country Springs ES Event: Thousand Pines Outdoor Science Camp Place: Crestline, CA Chaperone: 90 students/14 chaperones | December 2-6, 2019 | Cost: \$319.00 per student Funding Source: Parents and fundraising |
| Site: Country Springs ES | | |
| Event: Sacramento Trip Place: Sacramento, CA | April 17, 2020 | Cost: \$460.00 per student Funding Source: Parents |
| Chaperone: 96 students/30 chaperones | | and fundraising |
| Site: Dickson ES Event: Thousand Pines Outdoor Science Camp Place: Crestline, CA Chaperone: 50 students/12 chaperones | October 14-18, 2019 | Cost: \$319.00 per student Funding Source: Donations |
| Site: Glenmeade ES | | |
| Event: Pali Institute Outdoor Science Camp Place: Running Springs, CA Chaperone: 80 students/18 chaperones | March 16-18, 2020 | Cost: \$325.00 per student Funding Source: Parents and fundraising |
| Site: Hidden Trails ES Event: Thousand Pines Outdoor Science Camp Place: Crestline, CA Chaperone: 75 students/12 chaperones | December 16-19, 2019 | Cost: \$265.00 per student Funding Source: Parents and fundraising |
| Site: Liberty ES Event: Thousand Pines Outdoor Science Camp Place: Crestline, CA Chaperone: 50 students/17 chaperones | March 3-6, 2020 | Cost: \$265.00 per student Funding Source: Parents and fundraising |
| Site: Litel ES Event: Arrowhead Ranch Outdoor Science Camp Place: Lake Arrowhead, CA Chaperone: 70 students/12 chaperones | October 22-25, 2019 | Cost: \$279.00 per student Funding Source: Parents |
| Site: Rolling Ridge ES Event: Thousand Pines Outdoor Science Camp Place: Crestline, CA Chaperone: 90 students/18 chaperones | November 18-22, 2019 | Cost: \$319.00 per student Funding Source: Parents |
| Site: Ayala HS Event: Cross Country Team Camp Place: Big Bear City, CA Chaperone: 27 students/6 chaperones | July 28-August 1, 2019 | Cost: \$400.00 per student Funding Source: Parents |
| Site: Ayala HS Event: Spirit Team Camp Place: Buena Park, CA Chaperone: 75 students/8 chaperones | July 29-August 1, 2019 | Cost: \$485.00 per student Funding Source: Parents and fundraising |
| Site: Ayala HS Event: Girls Golf Team Pre-Season Competition and University Tours Place: San Francisco, CA Chaperone: 8 students/3 chaperones | August 4-8, 2019 | Cost: \$1,000.00 per student Funding Source: Parents |

| Site: Chino HS Event: Cheer Squad Camp Place: Palm Desert, CA Chaperone: 25 students/3 chaperones | August 1-4, 2019 | Cost: \$550.00 per student Funding Source: Fundraising |
|--|----------------------|---|
| Site: Chino HS Event: Girls Basketball Team - Tournament Place: Alberta, Canada Chaperone: 14 students/4 chaperones | December 11-15, 2019 | Cost: \$400.00 per student Funding Source: Fundraising |
| Site: Chino Hills HS Event: Dance Team - Camp Place: Thousand Oaks, CA Chaperone: 26 students/4 chaperones | August 1-4, 2019 | Cost: \$500.00 per student Funding Source: Fundraising |

FISCAL IMPACT

None.

NE:LF:rtr

CHINO VALLEY UNIFIED SCHOOL DISTRICT Our Motto:

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

- **DATE:** July 18, 2019
- **TO:** Members, Board of Education
- FROM: Norm Enfield, Ed.D., Superintendent
- PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support Stephanie Johnson, Director, Student Support Services

SUBJECT: 2019/2020 EXPULSION HEARING ADMINISTRATIVE PANEL

BACKGROUND

Administrative Regulation 5144.1 authorizes the formation and use of administrative panels to conduct expulsion hearings on behalf of the Board of Education (California Education Code 48918). The administrative panel shall be selected from a Board-approved pool. Panel members should be available to serve a minimum of two times per semester. A Board-approved list of administrators is attached. The attached list represents positions rather than names in order to alleviate the need to revise the list throughout the year as administrative assignments change.

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

RECOMMENDATION

It is recommended the Board of Education approve the 2019/2020 Expulsion Hearing Administrative Panel.

FISCAL IMPACT

None.

NE:LF:SJ:ss

POOL OF EXPULSION HEARING ADMINISTRATIVE PANEL MEMBERS

DISTRICT OFFICE PERSONNEL

Director, Access and Equity Director, Alternative Education Director, Assessment and Instr. Technology Director, Elementary Curriculum and Instr. Director, Health Services Directors, Human Resources Director, Secondary Curriculum and Instr. Director, Special Education Director, Student Support Services Coordinator, Access and Equity Coordinator, Assessment and Instr. Technology Coordinator, Behavior Intervention Coordinator, Child Development Coordinator, Child Welfare and Attendance Coordinator, Elementary Curriculum and Instr. Coordinator, Secondary Curriculum and Instr. Coordinators, Special Education

ELEMENTARY SCHOOLS (K-6)

Principal, Borba ES Assistant Principal, Borba ES Principal, Butterfield Ranch ES Assistant Principal, Butterfield Ranch ES Principal, Cattle ES Assistant Principal, Cattle ES Principal, Chaparral ES Assistant Principal Chaparral ES Principal, Cortez ES Assistant Principal, Cortez ES Principal, Country Springs ES Assistant Principal, Country Springs ES Principal, Dickey ES Assistant Principal, Dickey ES Principal, Dickson ES Assistant Principal, Dickson ES Principal, Eagle Canyon ES Assistant Principal, Eagle Canyon ES Principal, Glenmeade ES Assistant Principal, Glenmeade ES

Principal, Hidden Trails ES Assistant Principal, Hidden Trails ES Principal, Liberty ES Assistant Principal, Liberty ES Principal, Litel ES Assistant Principal, Litel ES Principal, Marshall ES Assistant Principal, Marshall ES Principal, Newman ES Assistant Principal, Newman ES Principal, Oak Ridge ES Assistant Principal, Oak Ridge ES Principal, Rhodes ES Assistant Principal, Rhodes ES Principal, Rolling Ridge ES Assistant Principal, Rolling Ridge ES Principal, Walnut ES Assistant Principal, Walnut ES Principal, Wickman ES Assistant Principal, Wickman ES

K-8 SCHOOLS

Principal, Briggs K-8 Assistant Principals, Briggs K-8 Principal, Cal Aero K-8 Assistant Principals, Cal Aero K-8

SECONDARY SCHOOLS (7-12)

Principal, Canyon Hills JHS Assistant Principals, Canyon Hills JHS Principal, Magnolia JHS Assistant Principals, Magnolia JHS Principal, Ramona JHS Assistant Principals, Ramona JHS Principal, Townsend JHS Assistant Principals, Townsend JHS Principal, Woodcrest JHS Assistant Principal, Woodcrest JHS Principal, Ayala HS Assistant Principals, Ayala HS Principal, Boys Republic HS Principal, Buena Vista HS Principal, Chino HS Assistant Principals, Chino HS Principal, Chino Hills HS Assistant Principals, Chino Hills HS Principal, Don Lugo HS Assistant Principals, Don Lugo HS Assistant Principal, Chino Valley Learning Academy Principal, Adult School

Administrative retirees as they become available.

DATE: July 18, 2019

- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Grace Park, Ed.D., Associate Superintendent, Curriculum, Instruction, Innovation, and Support Julian A. Rodriguez, Ed.D., Director, Secondary Curriculum and Instruction

SUBJECT: AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2019/2020 APPLICATION FOR FUNDING FOR DON LUGO HS

BACKGROUND

The purpose of the Agricultural Career Technical Educational Incentive Grant is to improve the quality of Agricultural Vocational Programs by upgrading agricultural equipment. Equipment is defined as "any non-salary" item of expenditure.

The grant amount applied for is in addition to any funds received through the 2019/2020 Carl D. Perkins Career and Technical Education Act. School districts participating in the incentive grant must certify that the funds will be used to supplement, not supplant, the district's regular on-going expenditures for the Agricultural Career Technical Education Program. Districts are required to provide matching funds. Matching funds can come from several sources including but not limited to 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 approve the Agricultural Career Technical Education Incentive Grant 2019/2020 Application for funding for Don Lugo HS.

FISCAL IMPACT

\$24,464.00 to the General Fund.

NE:GP:JAR:lar

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE **GRANT 2019–20 APPLICATION FOR FUNDING**

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2019)

| Don Lugo | High | School |
|----------|------|--------|
|----------|------|--------|

School Site

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Chino Valley Unified

District

Please include the following items with your application:

Eligibility Determination Sheet

Variance Request Form (if applicable) Quality Criterion 12 Form (if applicable)



Award Estimator and Budget Sheet

List of Agriculture Teachers

Certification: I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.

Signature of A uthorized Agent

Signature of Agriculture Teacher

Responsible for the Program

(urriculu seandar Authorized Agent

Signature of Principal

(951) 323-5120 Contact Phone Number:

Date of Local Agency Board Approval:

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2019–20 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2019)

Eligibility Determination Sheet

IN ORDER TO APPLY FOR FUNDING, YOU MUST MEET ALL THE QUALITY CRITERIA LISTED BELOW.

Please check each Quality Criteria you meet:

- X 1. Curriculum and Instruction
- X 2. Leadership and Citizenship Development
- X 3. Practical Application of Occupational Skills
- × 4. Qualified and Competent Personnel
- 5. Facilities, Equipment, and Materials
- 6. Community, Business, and Industry Involvement
- X 7. Career Guidance
- 8. Program Promotion
 - ^J 9. Program Accountability and Planning

IF YOU CHECKED **ALL** THE REQUIRED QUALITY CRITERIA, PLEASE CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

If you **do not** meet one or more of the criteria listed above, you may submit a Variance Request Form for each unmet criterion.

A variance is a proposed plan to bring your program into compliance with all the quality criteria listed above, prior to the following year's application.

All variances must be approved with this application in order to be eligible for funding. Non-compliance with the terms of the approved variance will result in a loss of funds.

Will you be including a formal Variance Request Form for each unmet criterion?

| Yes | | No |
|-----|--|----|
|-----|--|----|

IF YOU ARE REQUESTING ONE OR MORE VARIANCES, PLEASE COMPLETE A VARIANCE REQUEST FORM FOR EACH AND CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

IF YOU DO NOT MEET ALL REQUIRED QUALITY CRITERIA LISTED ABOVE, AND YOU ARE NOT SUBMITTING A VARIANCE REQUEST FORM

STOP

YOU ARE NOT ELIGIBLE TO APPLY FOR FUNDING THROUGH THE AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT.

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2019–20 APPLICATION FOR FUNDING

California Department of Education (Due Date: To be received in Regional Supervisor's Office by June 30, 2019)

AWARD ESTIMATOR

DATES OF PROJECT DURATION: JULY 1, 2019 TO JUNE 30, 2020

Applicant Information (please fill in the underlined fields)

| Number of Different Agriculture Teachers at Site (Please attach a separate list of Agriculture teachers' names): | 3 |
|---|-----|
| Total Number of Students from the prior fiscal year R-2 Report: | 183 |
| Number of teachers meeting Criterion 10 (see instructions for more information): | 3 |
| Number of teachers meeting Criterion 11a (see instructions for more information): | 3 |
| Number of teachers meeting Criterion 11b (see instructions for more information): | 3 |
| Do you meet all criteria on the attached Quality Criterion 12 Form (Y/N)? | N |

Award Calculations

| Part 1: Based on your number of agriculture teachers at the site: (Please attach a separate list of Agriculture teachers' names): | \$ 5,000.00 |
|--|--------------|
| Part 2: Based on \$8.00 per member listed on the R-2 Report: | \$ 1,464.00 |
| Part 3a: Based on number of teachers meeting Criterion 10: | \$ 6,000.00 |
| Part 3b: Based on number of teachers meeting Criterion 11a: | \$ 6,000.00 |
| Part 3c: Based on number of teachers meeting Criterion 11b: | \$ 6,000.00 |
| Part 4: Based on meeting all criteria on the Quality Criterion 12 Form: | \$ 0.00 |
| Total Estimated Award: | \$ 24,464.00 |

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2019–20 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2019)

Budget Sheet

Incentive grant awards must be matched for each Account Number below (4000, 5000, and 6000). Account Number 4000 requires only the subtotal be matched, but Account Numbers 5000 and 6000 must be matched by line item. A waiver of matching must be approved for any instances where matching funds do not meet or exceed Incentive Grant funds.

| Amount left to Allocate: | \$ 0.00 |
|--------------------------|---------|
|--------------------------|---------|

4000: Books & Supplies

| Items | Description of Items of Funds Being Used | Incentive Grant Funds | Matching Funds |
|----------|---|--------------------------|----------------|
| 1. | Books and Supplies | \$ 13,964.00 | \$ 13,964.00 |
| Subtotal | N/A | \$ 13,964.00 | \$ 13,964.00 |

5000 Services and Operating Expenses, including services of consultants, staff travel, conferences, rentals, leases, repairs, and bus transportation

| ltems | Description of Items of Funds Being Used | Incentive Grant Funds | Matching Funds |
|----------|---|-----------------------------|----------------|
| 1. | Conferences | \$ 2,500.00 | \$ 2,500.00 |
| 2. | Transportation | \$ 2,000.00 | \$ 2,000.00 |
| 3. | Repairs | \$ 1,000.00 | \$ 1,000.00 |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |
| Subtotal | N/A | \$ 5,500.00 | \$ 5,500.00 |

6000 Capital Outlay, including sites, buildings, improvement of buildings, and equipment

| ltems | Description of Items of Funds Being Used | Incentive Grant Funds | Matching Funds |
|----------|---|-----------------------------|----------------|
| 1. | Farm Equipment/improvement | \$ 5,000.00 | \$ 5,000.00 |
| 2. | · · · · · · · · · · · · · · · · · · · | | + |
| 3. | | | |
| 4. | | | |
| 5. | | 1 | |
| Subtotal | N/A | \$ 5,000.00 | \$ 5,000.00 |
| | Total Allocated Funds: | \$ 24,464.00 | \$ 24,464.00 |

Agriculture Incentive Grant

List of Agriculture Teachers

2018-2019

- 1. Ashley Cureton
- 2. Alyssa Berry
- 3. Mary Jane Ashley

Chino Valley Unified School District Our Motto: Student Achievement • Safe Schools • Positive School Climate Humility • Civility • Service

DATE: July 18, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: REVISION OF BOARD POLICY 5141.52 STUDENTS – SUICIDE PREVENTION

BACKGROUND

Board policies, administrative regulations, and bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current practice. Board Policy 5141.52 Students – Suicide Prevention is being revised to reflect new law (AB 2639) which requires boards of districts that service grades 7-12 to review the district's suicide prevention policy at least every five years and update it as necessary. This item was presented to the Board on June 20, 2019, as information.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the revision of Board Policy 5141.52 Students – Suicide Prevention.

FISCAL IMPACT

None.

NE:LF:SJ:rtr

Students

SUICIDE PREVENTION

The Board of Education recognizes that suicide is a major LEADING cause of death among youth and that should be taken seriously SCHOOL PERSONNEL WHO REGULARLY INTERACT WITH STUDENTS ARE OFTEN IN A POSITION TO RECOGNIZE THE WARNING SIGNS OF SUICIDE AND TO OFFER APPROPRIATE REFERRAL AND/OR ASSISTANCE. In order AN EFFORT to attempt to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

In developing measures and strategies for use by the District, the Superintendent or designee may consult with school health professionals, school counselors, school psychologists, administrators, other staff, parents/guardians, students, SUICIDE PREVENTION EXPERTS, local health agencies, mental health professionals, and community organizations.

(cf. 1220 - Citizen Advisory Committees) (cf. 1400 - Relations between Other Governmental Agencies and the Schools)

Such measures and strategies shall include, but are not limited to:

1. Staff development on suicide awareness and prevention for teachers, school counselors, and other District employees who interact with students in the secondary grades

(cf. 4131 - Staff Development) (cf. 4231 - Staff Development)

- (cf. 4331 Staff Development)
- 2. INSTRUCTION TO STUDENTS IN PROBLEM-SOLVING AND COPING SKILLS TO PROMOTE STUDENTS' MENTAL, EMOTIONAL, AND SOCIAL HEALTH AND WELL-BEING

(cf. 6142.8 - Health Education)

- 2.3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and is characterized by caring staff and harmonious interrelationships among students
- (cf. 5131 Conduct)
- (cf. 5131.2 Bullying)
- (cf. 5137 Positive School Climate)
- (cf. 5145.3 Nondiscrimination/Harassment)
- (cf. 5145.7 Sexual Harassment)
- (cf. 5145.9 Hate-Motivated Behavior)

SUICIDE PREVENTION (cont.)

- 3.4. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions
- 4.5. Crisis intervention procedures for addressing suicide threats or attempts
- 5.6. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth. (Education Code 215)

THE BOARD SHALL REVIEW, AND UPDATE AS NECESSARY, THIS POLICY AT LEAST EVERY FIVE YEARS. (Education Code 215)

Legal Reference: **EDUCATION CODE 215 Student Suicide Prevention Policies** 32280-32289 Comprehensive Safety Plan 49060-49079 Student records 49602 Confidentiality of student information 49604 Suicide prevention training for school counselors **GOVERNMENT CODE** 810-996.6 Government Claims Act PENAL CODE 11164-11174.3 Child Abuse and Neglect Reporting Act WELFARE AND INSTITUTIONS CODE 5698 Emotionally disturbed youth; legislative intent 5850-5883 Mental Health Services Act COURT DECISIONS Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554

Management Resources: <u>CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS</u> Health Education Content Standards for California Public Schools, Kindergarten through Grade Twelve, 2008 Health Framework for California Public Schools, Kindergarten through Grade Twelve, 2003 <u>CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS</u> School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009 <u>NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS</u> Preventing Suicide, Guidelines for Administrators and Crisis Teams, 2015 <u>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS</u> Preventing Suicide, A Toolkit for High Schools, 2012 National Strategy for Suicide Prevention: Goals and Objectives for Action, 2012 <u>WEBSITES</u> American Association of Suicidology: www.suicidology.org

SUICIDE PREVENTION (cont.)

American Foundation for Suicide Prevention: www.afsp.org American Psychological Association: www.apa.org American School Counselor Association: www.schoolcounselor.org California Department of Education, Mental Health: www.cde.ca.gov/ls/cg/mh California Department of Health Care Services, Suicide Prevention Program: www.dhcs.ca.gov/services.MH/Pages/SuicidePrevention.aspx Centers for Disease Control and Prevention, Mental Health: www.cdc.gov/mentalhealth National Institute for Mental Health: www.nimh.nih.gov National Institute for Mental Health: www.nimh.nih.gov U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration: www.samhsa.gov

Chino Valley Unified School District

Policy Adopted: August 12, 1999 Revised: March 17, 2011 Revised: September 7, 2017 REVISED:

Chino Valley Unified School District Our Motto: Student Achievement • Safe Schools • Positive School Climate Humility • Civility • Service

- **DATE:** July 18, 2019
- TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support Stephanie Johnson, Director, Student Support Services

SUBJECT: REVISION OF BOARD POLICY 5144 STUDENTS – DISCIPLINE

BACKGROUND

Board policies, administrative regulations, and bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current practice. Board Policy 5144 Students – Discipline is being updated to reflect new law (AB 2657) which prohibits seclusion and behavioral restraint of students as a means of discipline, and to encourage staff development regarding equitable implementation of discipline. This item was presented to the Board on June 20, 2019, as information.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the revision of Board Policy 5144 Students – Discipline.

FISCAL IMPACT

None.

NE:LF:SJ:rtr

Students

DISCIPLINE

The Board of Education desires IS COMMITTED to provideING a safe, supportive, and positive school environment WHICH IS conducive to student learning and ACHIEVEMENT AND DESIRES to prepare students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, PROVISION OF APPROPRIATE INTERVENTION AND SUPPORT, and parent/GUARDIAN involvement can minimize the need for disciplineARY MEASURES THAT EXCLUDE STUDENTS FROM INSTRUCTION AS A MEANS FOR CORRECTING STUDENT MISBEHAVIOR.

- (cf. 5113.1 Chronic Absence and Truancy)
- (cf. 5131 Conduct)
- (cf. 5131.1 Bus Conduct)
- (cf. 5131.2 Bullying)
- (cf. 5137 Positive School Climate)
- (cf. 5145.9 Hate-Motivated Behavior)
- (cf. 6020 Parent Involvement)

The Superintendent or designee shall approve, for each school, a complement of DEVELOP effective, age-appropriate strategies for MAINTAINING A POSITIVE SCHOOL CLIMATE AND correcting student MISbehavior AT DISTRICT SCHOOLS. Such THE strategies may SHALL include, but are not limited to, conferences with FOCUS ON PROVIDING students and their parents/guardians WITH NEEDED SUPPORTS; use of study COMMUNICATING CLEAR, guidance APPROPRIATE, or other intervention-related teams AND CONSISTENT EXPECTATIONS AND CONSEQUENCES FOR STUDENT CONDUCT; enrollment in a program teaching prosocial behavior or anger management; and participation in a restorative justice program. Staff shall use preventative measures ENSURING EQUITY and positive conflict resolution techniques whenever possible CONTINUOUS IMPROVEMENT IN THE IMPLEMENTATION OF DISTRICT DISCIPLINE POLICIES AND PRACTICES.

(cf. 6164.2 - Guidance/Counseling Services)

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as DETENTION, suspension, and expulsion, shall be imposed only when required OR PERMITTED by law and OR when other means of correction have BEEN DOCUMENTED TO HAVE failed. (Education Code 48900.5)

- (cf. 5020 Parent Rights and Responsibilities)
- (cf. 5144.1 Suspension and Expulsion/Due Process)
- (cf. 5144.2 Suspension and Expulsion/Due Process (Students with Disabilities))
- (cf. 6159.4 Behavioral Interventions for Special Education Students)

(cf. 6164.5 - Student Success Teams)

Board policies and regulations shall outline acceptable student conduct and provide the basis for sound disciplinary practices.

SCHOOL PERSONNEL AND VOLUNTEERS SHALL NOT ALLOW ANY DISCIPLINARY ACTION TAKEN AGAINST A STUDENT TO RESULT IN THE DENIAL OR DELAY OF A SCHOOL MEAL. (Education Code 49557.5)

(cf. 3550 - Food Service/Child Nutrition Program) (cf. 3551 - Food Service Operations/Cafeteria Fund) (cf. 3553 - Free and Reduced Price Meals)

The administrative staff at each school may develop disciplinary rules to meet the school's particular needs CONSISTENT WITH LAW, BOARD POLICY, AND DISTRICT REGULATIONS. However, the rules shall be consistent with law, board policy, and district regulations. The board may review, at an open meeting, the approved school discipline rules for consistency with Board policy and state law. (Education Code 35291.5)

(cf. 0450 - Comprehensive Safety Plan) (cf. 9320 - Meetings and Notices)

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, WELL-BEING, and opportunity to learn.

Persistently disruptive students may be assigned to alternative programs or removed from school in accordance with law, board policy, and administrative regulation.

- (cf. 0450 Comprehensive Safety Plan)
- (cf. 3515 Campus Security)
- (cf. 3515.4 Recovery for Property Loss or Damage)
- (cf. 4158/4258/4358 Employee Security)
- (cf. 5136 Gangs)
- (cf. 5144.1 Suspension and Expulsion/Due Process)
- (cf. 5144.2 Suspension and Expulsion/Due Process (Students with Disabilities))
- (cf. 6159.4 Behavioral Interventions for Special Education Students)
- (cf. 6164.5 Student Success Teams)
- (cf. 6182 Opportunity School/Class/Program
- (cf. 6184 Continuation Education)
- (cf. 6185 Community Day School)

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the District's nondiscrimination policies.

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

- (cf. 5145.3 Nondiscrimination/Harassment)
- (cf. 5145.7 Sexual Harassment)

The Superintendent or designee shall provide professional development as necessary to assist staff in developing consistent classroom management THE skills NEEDED TO, implementing effectiveLY AND EQUITABLY IMPLEMENT THE disciplinary techniques STRATEGIES ADOPTED FOR DISTRICT SCHOOLS, INCLUDING, BUT NOT LIMITED TO, KNOWLEDGE OF SCHOOL and CLASSROOM MANAGEMENT SKILLS AND THEIR CONSISTENT APPLICATION, EFFECTIVE ACCOUNTABILITY AND POSITIVE INTERVENTION TECHNIQUES, AND THE TOOLS establishing TO FORM STRONG, cooperative relationships with parents/guardians.

(cf. 4131 - Staff Development) (cf. 4132 - Staff Development) (cf. 4133 - Staff Development)

DISTRICT GOALS FOR IMPROVING SCHOOL CLIMATE, BASED ON SUSPENSION AND EXPULSION RATES, SURVEYS OF STUDENTS, STAFF, AND PARENTS/GUARDIANS REGARDING THEIR SENSE OF SCHOOL SAFETY, AND OTHER LOCAL MEASURES, SHALL BE INCLUDED IN THE DISTRICT'S LOCAL CONTROL AND ACCOUNTABILITY PLAN, AS REQUIRED BY LAW.

(cf. 0460 - Local Control and Accountability Plan) (cf. 3100 - Budget)

At the beginning of every school year, the Superintendent or designee shall report to the Board regarding disciplinary strategies used in each DISTRICT schoolS in the immediately preceding school year and their effect on student learning in the school.

Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student. (Education Code 49001)

However, corporal punishment does not include any pain or discomfort suffered by a student as a result of his/her voluntary participation in an athletic or other recreational competition or activity. In addition, an employee's use of force that is reasonable and necessary to protect himself/herself, students, staff, or other persons, to prevent damage to property, or to obtain possession of weapons or other dangerous objects within the control of the student is not corporal punishment. (Education Code 49001)

- (cf. 4158/4258/4358 Employee Security)
- (cf. 5131.7 Weapons and Dangerous Instruments)
- (cf. 6145.2 Athletic Competition)

Behavior Code for Senior Activities

It is the intent of the Board that students be aware of district policy regarding behavior by any member (or guest) of the senior class. Restitution for damages caused by any type of vandalism will be required.

During the second semester of a school year any senior student who commits or participates in the commission of any act enumerated in the District Behavior Code, Education Code SECTIONS 233, 48900 (a)-(r), 48900, 48900.2, 48900.3, 48900.4, 48900.7, 48915(a) and/or 48915(c) while going to or coming from school, WHILE AT A SCHOOL, or a school-sponsored activity, or during the lunch period, shall be subject to the following consequences:

- 1. Exclusion from the activity and turned over to the appropriate authority;
- 2. Suspension or expulsion from school; and/OR
- 3. Exclusion from future activities.
 - a. First violation: Exclusion from school activities, with the exception of the graduation ceremony, for the remainder of the school year. These activities include but are not limited to:
 - (1) junior/senior prom;
 - (2) senior field trip;
 - (3) senior week; and
 - (4) baccalaureate; AND
 - (5) GRAD NIGHT.
 - b. Second violation: Exclusion from the graduation ceremony.

Any violation occurring during senior week will result in the removal of the student from the graduation ceremony and the remaining senior activities that week. An attempt shall be made by the principal or designee to notify the parent(s)/guardian(s) of such violations immediately. Appropriate disciplinary action shall be taken on the school day immediately following the activity if the incident occurred during nonschool hours.

Any senior student's guest who commits or participates in the commission of an act enumerated in the District Behavior Code, Education Code SECTIONS 233, 48900 (a)-(r), 48900(t), 48900.2, 48900.3, 48900.4, 48900.7, 48915(a) and/or 48915(c) while

attending a school activity will be removed from the activity and turned over to parents/guardians and/or the police.

All senior students and their parent(s)/guardian(s) shall be required to sign the "Notification of Behavior Regulations for Senior Activities." In the event the student and the parent(s)/guardian(s) of the student refuse to sign the "Notification of Behavior Regulations for Senior Activities" form within 10 TEN school days of the beginning of the second semester, the student will be excluded from all senior activities until such time as the document is signed.

Discipline at Other Grade Levels

A student at any grade level who commits or participates in the commission of an act enumerated in the District Behavior Code, Education Code SECTIONS 233, 48900 (a)-(r), 48900 (t), 48900.2, 48900.3, 48900.4, 48900.7, 48915(a) and/or 48915(c) may, in addition to the penalties enumerated in Education Code, be excluded from school activities if the principal or designee determines that:

- 1. This action is the most effective way to bring about improved behavior;
- 2. Other methods MEANS of correction ARE NOT FEASIBLE AND have REPEATEDLY failed to bring about improved behavior; and
- 3. The student's participation in the activity presents a danger to himself/herself or others.

Notice to Parents/Guardians and Students

The principal of each school shall ensure that students and parents/guardians are notified in writing of all Board policies, administrative regulations and individual school rules related to discipline at the beginning of each school year. Transfer students and their parents/guardians shall be so advised upon enrollment.

The notice shall state that these rules and regulations are available on request at the principal's office in all district schools.

(cf. 5145.6 - Notifications Required by Law)

Legal Reference: <u>EDUCATION CODE</u> 32280-32288 School safety plans 35146 Closed sessions 35291 Rules 35291.5-35291.7 School-adopted discipline rules 37223 Weekend classes 44807.5 Restriction from recess 48900-48926 Suspension and expulsion

48980-48985 Notification of parent/guardian 49330-49335 Injurious objects 49550-49562 Meals for needy students 52060-52077 Local control and accountability plan <u>CIVIL CODE</u> 1714.1 Parental liability for child's misconduct <u>CODE OF REGULATIONS, TITLE 5</u> 307 Participation in school activities until departure of bus 353 Detention after school <u>UNITED STATES CODE, TITLE 42</u> 1751-1769j School Lunch Program 1773 School Breakfast Program

Management Resources:

CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014 Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011 Maximizing Opportunities for Physical Activity during the School Day, Fact Sheet, 2009 CALIFORNIA DEPARTMENT OF EDUCATION PROGRAM ADVISORIES Classroom Management: A California Resource Guide for Teachers and Administrators of Elementary and Secondary Schools, 2000 STATE BOARD OF EDUCATION POLICIES 01-02 School Safety, Discipline, and Attendance, March 2001 U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline. January 2014 **WEBSITES** California School Boards Association: www.csba.org California Department of Education: www.cde.ca.gov Public Counsel: www.fixschooldiscipline.org U.S. Department of Education, Office for Civil Rights: www.ed.gov/about/offices/list/ocr

Chino Valley Unified School District

Policy adopted: January 23, 1997 Revised: February 3, 2000 Revised: September 20, 2001 Revised: September 4, 2003 Revised: February 19, 2009 Revised: March 21, 2013 REVISED:

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

- **DATE:** July 18, 2019
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations Anna G. Hamilton, Director, Purchasing

SUBJECT: PURCHASE ORDER REGISTER

BACKGROUND

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

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

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

RECOMMENDATION

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

FISCAL IMPACT

\$112,874,917.04 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:** July 18, 2019
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations Anna G. Hamilton, Director, Purchasing

SUBJECT: AGREEMENTS FOR CONTRACTOR/CONSULTANT SERVICES

BACKGROUND

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

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

RECOMMENDATION

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

FISCAL IMPACT

As indicated.

NE:GJS:AGH:pw

| BUSINESS SERVICES | FISCAL IMPACT |
|---|--------------------------------|
| B-1920-008 Harris School Solutions. | Contract amount: \$50,833.65 |
| To provide software licensing for eTrition. | |
| Submitted by: Nutrition Services | Funding source: Cafeteria Fund |
| Duration of Agreement: July 1, 2019 - June 30, 2020 | |
| B-1920-009 Image One. | Contract amount: \$5,831.24 |
| To provide software license and web hosting for RocketScan- | |
| Meal applications. | Funding source: Cafeteria Fund |
| Submitted by: Nutrition Services | |
| Duration of Agreement: July 1, 2019 - June 30, 2020 | |
| B-1920-010 School Services of California, Inc. | Contract amount: \$3,600.00 |
| To provide fiscal budget services for 2019/2020. | |
| Submitted by: Business Services | Funding source: General Fund |
| Duration of Agreement: July 1, 2019 - June 30, 2020 | |
| B-1920-011 Total Compensation Systems, Inc. | Contract amount: \$9,600.00 |
| To provide Governmental Accounting Standards Board | |
| (GASB) 74/75 actuarial valuation services. | Funding source: General Fund |
| Submitted by: Business Services | |
| Duration of Agreement: June 1, 2019 - June 30, 2021 | |
| B-1920-012 Adobe Systems, Inc. | Contract amount: \$959.88 |
| To provide stock images. | |
| Submitted by: Printing, Graphics, and Mail Services | Funding source: General Fund |
| Duration of Agreement: July 1, 2019 - July 30, 2020 | |
| B-1920-013 imageSource. | Contract amount: \$17,075.00 |
| To provide software maintenance. | |
| Submitted by: Printing, Graphics, and Mail Services | Funding source: General Fund |
| Duration of Agreement: July 1, 2019 - July 30, 2020 | |
| B-1920-014 Pixel Peripherals Services. | Contract amount: \$6,400.00 |
| To provide equipment service and maintenance. | |
| Submitted by: Printing, Graphics, and Mail Services | Funding source: General Fund |
| Duration of Agreement: July 1, 2019 - July 30, 2020 | |

| CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT | FISCAL IMPACT |
|--|-----------------------------------|
| CIIS-1920-088 PowerSchool Group LLC. | Contract amount: \$8,580.00 |
| To provide annual subscription, maintenance, and support | |
| fees for teachers, students, and domain administrator | Funding source: General Fund |
| account. | |
| Submitted by: Assessment and Instructional Technology | |
| Duration of Agreement: July 1, 2019 - June 30, 2020 | |
| CIIS-1920-102 Center for Educational Partnerships. | Contract amount: \$35,805.00 |
| To provide math professional development and materials. | |
| Submitted by: Newman ES | Funding source: Title I |
| Duration of Agreement: July 1, 2019 - June 30, 2020 | |
| CIIS-1920-103 Freckle Education, Inc. | Contract amount: \$14,149.00 |
| To provide four (4) subject licenses for math, ELA, social | |
| studies, and science. | Funding source: Title I |
| Submitted by: Dickey ES | |
| Duration of Agreement: July 1, 2019 - June 30, 2020 | |
| CIIS-1920-104 Chino Hills Counseling. | Contract amount: \$25,000.00 |
| To provide speaking and training services. | |
| Submitted by: Don Lugo HS | Funding source: Title I |
| Duration of Agreement: July 1, 2019 - June 30, 2020 | |
| CIIS-1920-105 Pearson Education. | Contract amount: \$10,000.00 |
| To provide online psychological testing and scoring. | |
| Submitted by: Special Education | Funding source: Special Education |
| Duration of Agreement: July 1, 2019 - June 30, 2020 | |

| CURRICULUM, INSTRUCTION, INNOVATION, AND | FISCAL IMPACT |
|--|---|
| SUPPORT | |
| CIIS-1920-106 Pearson Education. | Contract amount: \$10,000.00 |
| To provide online academics testing and scoring. | |
| Submitted by: Special Education | Funding source: Special Education |
| Duration of Agreement: July 1, 2019 - June 30, 2020 | |
| CIIS-1920-107 Brain Train, Inc. | Contract amount: \$8,000.00 |
| To provide integrated visual auditory assessments | |
| for psychologists. | Funding source: Special Education |
| Submitted by: Special Education | |
| Duration of Agreement: July 1, 2019 - June 30, 2020 | |
| CIIS-1920-108 Edumetrisis LLC. | Contract amount: \$2,500.00 |
| To provide Behavior Intervention Monitoring System | |
| (BIMAS). | Funding source: Special Education |
| Submitted by: Special Education | |
| Duration of Agreement: July 1, 2019 - June 30, 2020 | |
| CIIS-1920-109 John Wiley & Sons, Inc. | Contract amount: \$350.00 |
| To provide assessment software. | |
| Submitted by: Special Education | Funding source: Special Education |
| Duration of Agreement: July 1, 2019 - June 30, 2020 | |
| CIIS-1920-110 Psychological Assessment Resources, | Contract amount: \$2,000.00 |
| Inc. | |
| To provide online and paper testing materials for | Funding source: Special Education |
| psychologists | |
| Submitted by: Special Education | |
| Duration of Agreement: July 1, 2019 - June 30, 2020 | |
| CIIS-1920-111 Crisis Prevention Institute. | Contract amount: \$3,100.00 |
| To provide online and in class non-violent crisis prevention | Funding courses On exist Education |
| training. | Funding source: Special Education |
| Submitted by: Special Education | |
| Duration of Agreement: July 1, 2019 - June 30, 2020 | 0 |
| CIIS-1920-112 Schoolhouse Educational Service. | Contract amount: \$350.00 |
| To provide online testing, scoring, and materials for | Funding courses Openial Education |
| psychologists. | Funding source: Special Education |
| Submitted by: Special Education | |
| Duration of Agreement: July 1, 2019 - June 30, 2020 | Contract amount: \$12,000,00 |
| CIIS-1920-113 MHS, Inc. | Contract amount: \$13,000.00 |
| To provide online testing and scoring for psychologists. | Funding courses Special Education |
| Submitted by: Special Education | Funding source: Special Education |
| Duration of Agreement: July 1, 2019 - June 30, 2020 | 0 |
| CIIS-1920-114 MHS, Inc. | Contract amount: \$3,000.00 |
| To provide online testing and scoring for the Behavior | Funding pouroou Openial Education |
| Intervention program. | Funding source: Special Education |
| Submitted by: Special Education | |
| Duration of Agreement: July 1, 2019 - June 30, 2020 | Contract on ounty \$450.00 |
| CIIS-1920-115 Ben Choate - SoftCare Systems. | Contract amount: \$450.00 |
| To provide ChildCare app software services for five users. | |
| Submitted by: Health Services | Funding source: Child Development Fund |
| Duration of Agreement: July 1, 2019 - June 30, 2020 | |

| FACILITIES, PLANNING, AND OPERATIONS | FISCAL IMPACT |
|---|---------------------------------|
| F-1920-019 Brandon Petrunio & Associates, Inc. | Contract amount: Per rate sheet |
| To provide architectural landscape services. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: July 1, 2019 - June, 30, 2020 | Funding source: Various |

| FACILITIES, PLANNING, AND OPERATIONS | FISCAL IMPACT |
|---|---------------------------------------|
| F-1920-020 BSN Sports, LLC. | Contract amount: Per rate sheet |
| To provide mechanical sports equipment and mobile | |
| bleacher inspection services. | Funding source: General Fund/Deferred |
| Submitted by: Maintenance, Operations, and Construction | Maintenance Fund 14 |
| Duration of Agreement: July 1, 2019 - June, 30, 2020 | |
| F-1920-021 Mijac Alarm. | Contract amount: Per rate sheet |
| To provide District-wide fire and security alarm monitoring | |
| services. | Funding source: General Fund |
| Submitted by: Maintenance, Operations, and Construction | |
| Duration of Agreement: July 1, 2019 - June, 30, 2020 | |
| F-1920-022 K-VAC Environmental Services. | Contract amount: Per rate sheet |
| To provide District-wide disposal of hazardous waste | |
| services. | Funding source: Various |
| Submitted by: Maintenance, Operations, and Construction | |
| Duration of Agreement: July 1, 2019 - June, 30, 2020 | |
| F-1920-023 Mission Landscape Companies, Inc. | Contract amount: Per rate sheet |
| To provide District-wide tree trimming/remediation, slope | Eurodian economic Concerned Eurod |
| remediation, and mulch blowing services. | Funding source: General Fund |
| Submitted by: Maintenance, Operations, and Construction | |
| Duration of Agreement: July 1, 2019 - June, 30, 2020 | Ogenteest seesewet: Descrete shast |
| F-1920-024 Inland Empire Fire and Safety. | Contract amount: Per rate sheet |
| To provide District-wide inspection and repair to fire sprinkler | Funding sources Constal Fund |
| systems. | Funding source: General Fund |
| Submitted by: Maintenance, Operations, and Construction | |
| Duration of Agreement: July 1, 2019 - June, 30, 2020 F-1920-025 EarlyBird Extermination. | Contract amount: Per rate sheet |
| To provide insect, rodent, and weed control/prevention | |
| services. | Funding source: General Fund |
| Submitted by: Maintenance, Operations, and Construction | |
| Duration of Agreement: July 1, 2019 - June 30, 2020 | |
| | |

| HUMAN RESOURCES | FISCAL IMPACT |
|--|---------------------------------|
| HR-1920-005 City of Chino. | Contract amount: \$389,751.59 |
| To provide school resource officers at Buena Vista HS, | |
| Chino HS, and Don Lugo HS. | Funding source: General Fund |
| Submitted by: Risk Management | |
| Duration of Agreement: July 1, 2019 - June 30, 2020 | |
| HR-1920-009 CODESP. | Contract amount: \$2,200.00 |
| To provide online employment, selection materials, and | |
| training presentations for member public agencies. | Funding source: General Fund |
| Submitted by: Human Resources | |
| Duration of Agreement: July 1, 2019 - June 30, 2020 | |
| HR-1920-010 Frontline Education. | Contract amount: \$32,089.05 |
| To provide substitute system services. | |
| Submitted by: Human Resources | Funding source: General Fund |
| Duration of Agreement: July 1, 2019 - June 30, 2020 | |
| HR-1920-011 OSTS, Inc. | Contract amount: Per rate sheet |
| To provide assistance with CAL OSHA compliance standards | |
| and regulation codes. | Funding source: General Fund |
| Submitted by: Risk Management | |
| Duration of Agreement: July 1, 2019 - June 30, 2020 | |

| HUMAN RESOURCES | FISCAL IMPACT |
|---|-------------------------------|
| HR-1920-012 All City Management Co./Chino | Contract amount: \$381,333.51 |
| Consortium. | |
| To provide crossing guard services. | Funding source: General Fund |
| Submitted by: Human Resources | |
| Duration of Agreement: July 1, 2019 - June 30, 2020 | |
| HR-1920-013 All City Management Co./District. | Contract amount: \$46,246.60 |
| To provide crossing guard services. | |
| Submitted by: Human Resources | Funding source: General Fund |
| Duration of Agreement: July 1, 2019 - June 30, 2020 | |

| SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS | FISCAL IMPACT |
|--|------------------------------|
| SBCSS 19/20-0123 San Bernardino County Superintendent of Schools SANDABS. | Contract amount: \$2,000.00 |
| To provide 2019/2020 membership for San Bernardino County District Advocates for Better Schools. Submitted by: Superintendent Duration of Agreement: July 1, 2019 - June 30, 2020 | Funding source: General Fund |

| MASTER CONTRACTS | FISCAL IMPACT |
|---|---------------------------------|
| MC-1920-007 Dalia's Gourmet Popcorn. | Contract amount: Per rate sheet |
| To provide mobile popcorn services at school site events. | |
| Submitted by: Chino HS | Funding source: |
| Duration of Agreement: July 1, 2019 - June 30, 2022 | ASB/USB/PFA/PTA/Boosters |
| MC-1920-008 Class'e Party Rentals. | Contract amount: Per rate sheet |
| To provide tables, chairs, tents, canopies, table linens, and | |
| staging rentals at school site events. | Funding source: |
| Submitted by: Ayala HS | ASB/USB/PFA/PTA/Boosters |
| Duration of Agreement: July 1, 2019 - June 30, 2022 | |
| MC-1920-009 Satellite Sports Group. | Contract amount: Per rate sheet |
| To provide BMX performance during Red Ribbon Week | |
| assembly. | Funding source: |
| Submitted by: Hiddel Trails ES | ASB/USB/PFA/PTA/Boosters |
| Duration of Agreement: July 1, 2019 - June 30, 2022 | |
| MC-1920-010 Six Flags Magic Mountain. | Contract amount: Per rate sheet |
| To provide senior field trips. | |
| Submitted by: Chino HS | Funding source: |
| Duration of Agreement: July 1, 2019 - June 30, 2022 | ASB/USB/PFA/PTA/Boosters |
| MC-1920-011 Mariscos Las Brisas. | Contract amount: Per rate sheet |
| To provide taco cart catering services for events on campus. | |
| Submitted by: Chino HS | Funding source: |
| Duration of Agreement: July 1, 2019 - June 30, 2022 | ASB/USB/PFA/PTA/Boosters |
| MC-1920-012 Steve McClanahan dba Pop It Up | Contract amount: Per rate sheet |
| Kettlecorn. | |
| To provide kettle corn and funnel cake concession | Funding source: |
| stand/snack bar services. | ASB/USB/PFA/PTA/Boosters |
| Submitted by: Ayala HS | |
| Duration of Agreement: July 1, 2019 - June 30, 2022 | |
| MC-1920-013 SOS Entertainment, LLC. | Contract amount: Per rate sheet |
| To provide DJ, lighting, rigging, staging, décor, and other | |
| event activities. | Funding source: |
| Submitted by: Ayala HS | ASB/USB/PFA/PTA/Boosters |
| Duration of Agreement: July 1, 2019 - June 30, 2022 | |

| APPROVED CONTRACTS TO BE AMENDED | AMENDMENT |
|---|---|
| CIIS-1819-189 International Academy of Science. | Contract amount: \$1,800.00 |
| To provide online software licenses for Calculus | |
| AB/BC/Honors/LAM. | Funding source: School Site Budget |
| Submitted by: Alternative Education Center | |
| Duration of Agreement: December 5, 2018 - June 30, 2019 | Increase contract amount from |
| Original Agreement Board Approved: May 2, 2019 | \$1,800.00 to \$4,800.00 in order to cover |
| | software licensing for forty-eight (48) |
| | students |
| CIIS-1819-196 Illuminate Education. | Contract amount: \$81,600.00 |
| To provide elementary, secondary, and tier 3 assessments. | |
| Submitted by: Assessment and Instructional Technology | Funding source: Low Performing Block |
| Duration of Agreement: May 17, 2019 - June 30, 2020 | Grant |
| Original Agreement Board Approved: May 16, 2019 | Increase contract amount from |
| | Increase contract amount from |
| | \$81,600.00 to \$102,600.00 for additional facilitation of on-site review and |
| | assessment validation |
| CIIS-1920-090 American Academy of Pediatrics. | Contract amount: \$670.00 |
| To provide program written into our medical protocol signed | |
| by our consulting physician. | Funding source: LCAP |
| Submitted by: Health Services | Turining source. LOAT |
| Duration of Agreement: July 1, 2019 - June 30, 2020 | Increase duration of agreement from |
| Original Agreement Board Approved: June 20, 2019 | June 30, 2020 to November 30, 2020 |
| F-1819-015 TYR, Inc. | Contract amount: Per project |
| To provide master contract for DSA project inspection | authorization. |
| services. | |
| Submitted by: Facilities, Planning, and Operations | Funding source: Various |
| Duration of Agreement: October 5, 2018 - June 30, 2021 | 3 |
| Original Agreement Board Approved: October 4, 2018 | Increase hourly rate from \$85.00 per |
| | hour to \$90.00 per hour effective |
| | July 1, 2019 |
| SBCSS 19/20 0443 San Bernardino County | Contract amount: \$32,386.00 |
| Superintendent of Schools Medi-Cal Administrative | |
| Activities. | Funding source: LEA Grant |
| To provide MAA program coordination. | |
| Submitted by: Health Services | Change contract number from SBCSS |
| Duration of Agreement: July 1, 2019 - June 30, 2020 | 19/20-0442 to SBCSS 19/20-0560 |
| Original Agreement Board Approved: June 20, 2019 | |
| BID 17-18-17F Interactive Flat Panel Displays and | Contract Amount: Per rate sheet |
| Accessories. CDW-G. | |
| To provide ViewSonic interactive flat panels, accessories, | Funding Source: Various |
| and installation. | |
| Submitted by: Purchasing | Product Change: ViewSonic ViewBoard |
| Duration of Agreement: May 4, 2019 - May 3, 2020 | IFP50 series slot in PC; |
| Original Agreement Board Approved: May 3, 2018 | New Part # VPC16-WP4 at \$745.00 |
| Contract Extension Board Approved: April 18, 2019 | each. No price change |

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

DATE: July 18, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: SURPLUS/OBSOLETE PROPERTY

BACKGROUND

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

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

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

RECOMMENDATION

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

FISCAL IMPACT

Increase to the General Fund from proceeds of sale.

NE:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT SURPLUS/OBSOLETE PROPERTY

July 18, 2019

| DESCRIPTION | MAKE/MODEL | I.D./SERIAL | DEPT/SITE |
|---------------------|-------------|----------------------|-----------------|
| Computer Desk | | | Adult School |
| Desk | | | Adult School |
| Filing Cabinet | | | Adult School |
| Computer | Dell | 39T2Q22 | Health Services |
| Printer | HP | 45739 | Health Services |
| Laptop | Dell | 15915 | Human Resources |
| Port Replicator | Dell ProIX | CN02U4424864351Q1889 | Human Resources |
| Port Replicator | Dell Pro IX | CN02U44248643SIK5474 | Human Resources |
| Overhead Projector | 3M | C07748 | Human Resources |
| Monitor Speaker | Dell | | Human Resources |
| Printer | HP | 36413 | Human Resources |
| Laptop | Gateway | C06979 | Human Resources |
| Dictaphone | | 0554226 | Human Resources |
| Dictaphone | | 0619035 | Human Resources |
| DVD/VCR | Panasonic | | Human Resources |
| Monitor | Dell | | Human Resources |
| Desk | | | Human Resources |
| Chair | | | Human Resources |
| Bulletin Boards (2) | | | Human Resources |
| Shredder | Royal | | Technology |
| Latitude E5400 | Dell | 29083/HDNZNH1 | Technology |
| MacBook | Apple | W87328X2Z5W | Technology |
| Latitude D630 | Dell | 26234/JPPBWD1 | Technology |
| Latitude D810 | Dell | 221887PHLL81 | Technology |
| Latitude E5430 | Dell | 41704/FZ0BTZ1 | Technology |
| Video Title Maker | Videonics | 16010/334639 | Technology |
| Doc Camera | Aver | 27670 | Technology |
| Projector | Epson | 30054 | Technology |
| Projector | Epson | 17112 | Technology |
| Projector | Epson | 29259 | Technology |
| Projector | Epson | 30020 | Technology |
| Projector | Epson | 27649 | Technology |
| Projector | Epson | 27354 | Technology |
| Projector | Epson | 30025 | Technology |
| Projector | Epson | 104016 | Technology |
| Projector | Epson | 102218 | Technology |
| PowerEdge 2950 | Dell | 29270/87D8YH1 | Technology |
| PowerEdge 2950 | Dell | 29265/37D8YH1 | Technology |

| DESCRIPTION | MAKE/MODEL | I.D./SERIAL | DEPT/SITE |
|----------------|------------|---------------|------------|
| PowerEdge 1900 | Dell | 26766/F8NH7F1 | Technology |
| PowerEdge 2300 | Dell | 36583/950LA | Technology |
| PowerEdge 2950 | Dell | 29292/9CJFYH1 | Technology |
| PowerEdge 2950 | Dell | 29273/57D8YH1 | Technology |
| PowerEdge 2950 | Dell | 29269/H6D8YH1 | Technology |
| Book Pro | Apple | 41688 | Technology |
| Latitude E5430 | Dell | 40817 | Technology |
| Latitude E5440 | Dell | 43355 | Technology |
| PowerEdge 2950 | Dell | 29290/DCJFYH1 | Technology |
| PowerEdge R200 | Dell | 27506/GXP54G1 | Technology |
| PowerEdge 2850 | Dell | 21403/7M2R171 | Technology |
| OptiPlex GX620 | Dell | 22774/594LR91 | Technology |
| Xserve | Apple | SQP53009MSLZ | Technology |
| Xserve | Apple | QP53009NSLZ | Technology |
| Xserve | Apple | XB30908BN9B | Technology |
| Xserve | Apple | QP34105CNP2 | Technology |
| Optiplex 790 | Dell | 40447/1B4VXV1 | Technology |
| Optiplex 7010 | Dell | 43857/H64TW12 | Technology |
| Latitude E5420 | Dell | 39124/8TW1MQ1 | Technology |
| Latitude E5430 | Dell | 40813/GCJRXW1 | Technology |
| Latitude E5430 | Dell | 41192/6VYTZW1 | Technology |
| Latitude E5430 | Dell | 40972/CHJQYW1 | Technology |
| Latitude E5430 | Dell | 41491/5ZMFPX1 | Technology |
| Latitude E5430 | Dell | 41199/8N0VZW1 | Technology |
| Latitude E5420 | Dell | 39580/6RMX4S1 | Technology |
| Latitude E5430 | Dell | 41705/301BTZ1 | Technology |
| Latitude E5430 | Dell | 41702/JY0BTZ1 | Technology |
| Latitude E5430 | Dell | 41176/93YCZW1 | Technology |
| Latitude E5430 | Dell | 41184/506DZW1 | Technology |
| Latitude E5430 | Dell | 41352/Unknown | Technology |
| Latitude E5430 | Dell | 41022/FXC9ZW1 | Technology |
| Latitude E5430 | Dell | 40673/CR5FXW1 | Technology |
| Latitude E5430 | Dell | 40969/2YVNYW1 | Technology |
| Latitude E5430 | Dell | 41264/3SLW3X1 | Technology |
| Latitude E5430 | Dell | 40919/6NYYYW1 | Technology |
| Latitude E5430 | Dell | 41267/BWLW3X1 | Technology |
| Latitude E5430 | Dell | 41198/BB5VZW1 | Technology |
| Latitude E5430 | Dell | 41213/FWYTZW1 | Technology |
| Latitude E5430 | Dell | 41174/H2YCZW1 | Technology |
| Latitude E5430 | Dell | 41703/3H2BTZ1 | Technology |
| Latitude E5430 | Dell | 41175/CBYCZW1 | Technology |
| Latitude E5430 | Dell | 41179/8NYCZW1 | Technology |

| DESCRIPTION | MAKE/MODEL | I.D./SERIAL | DEPT/SITE |
|----------------|------------|--------------------|------------|
| Latitude E5430 | Dell | 40677/886FXW1 | Technology |
| Latitude E5420 | Dell | 39109/8V0NLQ1 | Technology |
| Latitude E5430 | Dell | 41212/4LYTZW1 | Technology |
| Latitude E5430 | Dell | 40976/2GHQYW1 | Technology |
| Latitude E5430 | Dell | 41708/7JZ9TZ1 | Technology |
| Latitude E5430 | Dell | 41700/201BTZ1 | Technology |
| Latitude E5430 | Dell | 41183/43YCZW1 | Technology |
| Latitude E5430 | Dell | 40979/H8JQYW1 | Technology |
| Latitude E5430 | Dell | 40977/GJHWYW1 | Technology |
| Latitude E5430 | Dell | 40918/3NYYYW1 | Technology |
| Latitude E5430 | Dell | 41129/52VQYW1 | Technology |
| Latitude E5430 | Dell | 41189/92YCZW1 | Technology |
| Latitude E5430 | Dell | 41188/4C9DZW1 | Technology |
| Latitude E5430 | Dell | 40807/4QJRXW1 | Technology |
| 4200G-24port | 3Com | 31667 | Technology |
| 4924-24port | 3Com | 17912 | Technology |
| 4924-24port | 3Com | 7NHV7A48880 | Technology |
| 4060 | 3Com | 17945 | Technology |
| 4060 | 3Com | 7W3V2Q90FD040 | Technology |
| MX2800 | Trapeze | 1024200420 | Technology |
| MX2800 | Trapeze | 34248 | Technology |
| 5500G-24Port | 3Com | 27149 | Technology |
| 5500G-24Port | 3Com | 32389 | Technology |
| A5500 | HP | 40320-40326 | Technology |
| Latitude E5430 | Dell | 587fxw1 | Technology |
| Latitude E5430 | Dell | 92R2YW1/40922 | Technology |
| surface | Microsoft | 041761360253 | Technology |
| MAC | Apple | C02FK282DF93/35301 | Technology |
| MAC Book | Apple | W873905FZ5Z | Technology |
| Latitude E5430 | Dell | GNJRXW1/40806 | Technology |
| Latitude E5430 | Dell | 7S3VZW1/41194 | Technology |
| Switch | 3Com | 29013 | Technology |
| Load Balancer | A10 | 45365 | Technology |
| Load Balancer | A10 | 45366 | Technology |
| 15000 Firewall | FG | 45367 | Technology |
| 15000 Firewall | FG | 45368 | Technology |
| 15000 Firewall | FG | FG1K5D3/14801356 | Technology |
| 15000 Firewall | FG | FG1K5D3/14801352 | Technology |
| Latitude E5400 | Dell | 29962/DH2KXG1 | Technology |
| Latitude E5430 | Dell | 41182/JLQCZW1 | Technology |
| Latitude E5430 | Dell | 40794/DNJRXW1 | Technology |
| Latitude E5440 | Dell | 45515/9DMTL32 | Technology |

| DESCRIPTION | MAKE/MODEL | I.D./SERIAL | DEPT/SITE |
|----------------|------------|--------------------|------------|
| Apple iPad 2 | Apple | 40527/F5XK2D1JDFHW | Technology |
| Latitude E5440 | Dell | HN1TL32\45674 | Technology |
| Latitude E5440 | Dell | 4GN5M32\45917 | Technology |
| Latitude E5440 | Dell | DRFTL32\45594 | Technology |
| Latitude E5440 | Dell | B67TL32\45707 | Technology |
| Latitude E5440 | Dell | G6STL32\45645 | Technology |
| Latitude E5440 | Dell | 8YR0F12\43212 | Technology |
| Latitude E5440 | Dell | 203WL32\45499 | Technology |
| Latitude E5440 | Dell | G5RQL12\43969 | Technology |
| Latitude E5440 | Dell | C3ZXF12\43392 | Technology |
| Latitude E5440 | Dell | CSFTL32\45497 | Technology |
| Latitude E5440 | Dell | 13ZTL32\45550 | Technology |
| Latitude E5440 | Dell | DKLTL32\45591 | Technology |
| Latitude E5440 | Dell | 81K0L12\45224 | Technology |
| Latitude E5440 | Dell | DSLTL32\45394 | Technology |
| Latitude E5440 | Dell | 967TL32\45402 | Technology |
| Latitude E5440 | Dell | 14X6F12\43304 | Technology |
| Latitude E5440 | Dell | 9S6ZM32\46935 | Technology |
| Latitude E5440 | Dell | 9LVYM12\44640 | Technology |
| Latitude E5440 | Dell | 87JVL32\45712 | Technology |
| Latitude E5440 | Dell | BBMTL32\45534 | Technology |
| Latitude E5440 | Dell | 7WPVL32\45415 | Technology |
| Latitude E5440 | Dell | D9VYM12/44532 | Technology |
| Latitude E5440 | Dell | 2WLQL12/43991 | Technology |
| Latitude E5440 | Dell | J4VN12/44578 | Technology |
| Latitude E5440 | Dell | C5WYM12/44496 | Technology |
| Latitude E5440 | Dell | FHG2N32/46968 | Technology |
| Latitude E5440 | Dell | 2WXXF12/43374 | Technology |
| Latitude E5440 | Dell | JNLQL12/43959 | Technology |
| Latitude E5440 | Dell | J1VYM12/44490 | Technology |
| Latitude E5440 | Dell | 2JFFF12/43269 | Technology |
| Latitude E5440 | Dell | JQZZD12/43170 | Technology |
| Latitude E5440 | Dell | BSKXL32/45509 | Technology |
| Latitude E5440 | Dell | JLZZM32/46905 | Technology |
| Latitude E5440 | Dell | 22MQL12/43967 | Technology |
| Latitude E5440 | Dell | H7LQL12/43916 | Technology |
| Latitude E5440 | Dell | F2K3N32/46916 | Technology |
| Latitude E5440 | Dell | CWJVL32/45606 | Technology |
| Latitude E5440 | Dell | 9PLQL12/43979 | Technology |
| Latitude E5440 | Dell | 3DXHM12/44421 | Technology |
| Latitude E5440 | Dell | 90YYM12/44559 | Technology |
| Latitude E5430 | Dell | 9Y0VZW1/41204 | Technology |

| DESCRIPTION | MAKE/MODEL | I.D./SERIAL | DEPT/SITE |
|---------------------|------------|---------------------|------------|
| Latitude E5430 | Dell | FPYYYW1/40923 | Technology |
| Latitude E5440 | Dell | 2QPBWD1/21628 | Technology |
| Latitude E5440 | Dell | 50FTL32 /45704 | Technology |
| Latitude E3450 | Dell | 4QKQG22/49987 | Technology |
| Latitude E5430 | Dell | BJQRXW1/40801 | Technology |
| Latitude E5400 | Dell | BQRM1P1/34132/C0551 | Technology |
| Latitude E5430 | Dell | D6FJJX1/41347 | Technology |
| Latitude E5430 | Dell | 2x4zw1/41208 | Technology |
| Latitude E5440 (16) | Dell | | Technology |
| Optiplex 3020 | Dell | F9XW382/50195 | Technology |
| Optiplex 790 | Dell | 3PC4KS1/39698 | Technology |
| Latitude 3450 | Dell | 7QMNG22/49722 | Technology |
| Latitude E5400 | Dell | 33229 | Technology |
| Latitude 5430 | Dell | HYFXRY1/41591 | Technology |
| Latitude 5430 | Dell | D7HQYW1/40975 | Technology |
| Latitude 5430 | Dell | 9L4XJX1/41351 | Technology |
| Latitude 2120 | Dell | 5TMXQQ1/36436 | Technology |
| WX2200 | 3Com | 9UZL9FM47B8F0 | Technology |
| Firewall 400 | Barracuda | BAR-SF-225712 | Technology |
| Firewall 1000C | Fortinet | 40461 | Technology |
| Firewall 1000C | Fortinet | FGT1KC3912801138 | Technology |
| Firewall 1500D | Fortinet | FG1J5D3L14801331 | Technology |
| Firewall 1500D | Fortinet | FG1409071529 | Technology |
| PowerEdge R710 | Dell | 31912 | Technology |
| PowerEdge R710 | Dell | 5SVNQL1 | Technology |
| PowerEdge R710 | Dell | 1TT1NM1 | Technology |
| PowerEdge R710 | Dell | 1TV2MN1 | Technology |
| PowerEdge 2950 | Dell | 5VX8YH1 | Technology |
| PowerEdge 1950 | Dell | 556SNH1 | Technology |
| PowerEdge 2950 | Dell | 8VX8YH1 | Technology |
| PowerEdge 2950 | Dell | 7VX8YH1 | Technology |
| PowerEdge 2950 | Dell | 4VX8YH1 | Technology |
| PowerEdge 2950 | Dell | 6VX8YH1 | Technology |
| PowerEdge 1900 | Dell | 7RQ2PJ1 | Technology |
| Apple RAID | Apple | 19250 | Technology |
| Apple RAID | Apple | 19280 | Technology |
| Xserve | Apple | 16605 | Technology |
| Xserve | Apple | 16886 | Technology |
| Xserve | Apple | 19807 | Technology |
| 4400 Switch | 3Com | 20153 | Technology |
| Synology | RS22-12RPT | CALGN00211 | Technology |
| 3750 Switch | Cisco | CAT0912K2LH | Technology |

| DESCRIPTION | MAKE/MODEL | I.D./SERIAL | DEPT/SITE |
|---------------------|--------------|-------------|----------------------|
| PowerEdge 1950 | Dell | 28783 | Technology |
| PowerEdge 2950 | Dell | 28786 | Technology |
| Compellent SC8000 | Dell | 41604 | Technology |
| Compellent SC8000 | Dell | 41605 | Technology |
| Compellent SC220 | Dell | 41603 | Technology |
| Server 2950 | Dell | 29294 | Borba ES |
| Basketball Hoop | Arcade Hoops | | Butterfield Ranch ES |
| Speaker | JBL | | Butterfield Ranch ES |
| Chair | | | Butterfield Ranch ES |
| Shelving | Janti-Craft | | Butterfield Ranch ES |
| DVD Player | Sony | 1033686 | Butterfield Ranch ES |
| Black Tables | | | Butterfield Ranch ES |
| World Maps (2) | Rand McNally | | Butterfield Ranch ES |
| Monitor | Dell | CN-OFJ443 | Butterfield Ranch ES |
| Monitor | Dell | CN-09C811 | Butterfield Ranch ES |
| Monitor | Dell | CN-OFJ44J | Butterfield Ranch ES |
| Monitor | ViewSonic | | Butterfield Ranch ES |
| Computer | Dell | CN-034ND5 | Butterfield Ranch ES |
| Computer | Dell | CO674 | Butterfield Ranch ES |
| Computer | Compaq | | Butterfield Ranch ES |
| Doc Camera | AverMedia | 24177 | Chaparral ES |
| Doc Camera | AverMedia | 24186 | Chaparral ES |
| Doc Camera | AverMedia | 34960 | Chaparral ES |
| Projector | Epson | 23359 | Chaparral ES |
| Projector | Epson | 23355 | Chaparral ES |
| Projector | Epson | 25532 | Chaparral ES |
| Laptop | Apple | 35681 | Chaparral ES |
| Laptop | Apple | 35673 | Chaparral ES |
| Laptop | Apple | 22971 | Chaparral ES |
| Electric Stapler | Bostitch | | Chaparral ES |
| Computer Desks (2) | D | 01.007000 | Country Springs ES |
| Monitor | Dell | CN-0C730C | Country Springs ES |
| Monitor | Dell | CN-OUN852 | Country Springs ES |
| Computer | Dell | 34973 | Country Springs ES |
| Computer | ACER | 01007000 | Country Springs ES |
| Monitor | Dell | CN-OC730C | Country Springs ES |
| Computers (60) | HP | | Dickson ES |
| Computers (2) | Dell | | Dickson ES |
| Monitors (87) | Dell | | Dickson ES |
| Keyboards (78) | HP | | Dickson ES |
| Keyboards (11) | Dell | | Dickson ES |
| Tablets/Laptops (6) | Microsoft | | Dickson ES |

| DESCRIPTION | MAKE/MODEL | I.D./SERIAL | DEPT/SITE |
|-----------------|------------|-------------|--------------|
| TVs (4) | Sharp | | Dickson ES |
| TV | Sylvania | | Dickson ES |
| Printers (4) | Xerox | | Dickson ES |
| Printer | HP | | Dickson ES |
| Headphones (23) | CA | | Dickson ES |
| Tower | Dell | 39541 | Glenmeade ES |
| Tower | Dell | 22435 | Glenmeade ES |
| Tower | Dell | 22433 | Glenmeade ES |
| Tower | Dell | 4H9KLN1 | Glenmeade ES |
| Tower | Dell | 4HKJLN1 | Glenmeade ES |
| Tower | Dell | 13PHLN1 | Glenmeade ES |
| Tower | Dell | 4K6KLN1 | Glenmeade ES |
| Tower | Dell | 13HHLN1 | Glenmeade ES |
| Tower | Dell | BIWSSRI | Glenmeade ES |
| Tower | Dell | 4JKJLN1 | Glenmeade ES |
| Tower | Dell | 13MJLN1 | Glenmeade ES |
| Tower | Dell | 4HBKLN1 | Glenmeade ES |
| Tower | Dell | 4H8KLN1 | Glenmeade ES |
| Tower | Dell | 4HQGLN1 | Glenmeade ES |
| Tower | Dell | 4JRJLN1 | Glenmeade ES |
| Tower | Dell | 4HHJLN1 | Glenmeade ES |
| Tower | Dell | 4HLGLN1 | Glenmeade ES |
| Tower | Dell | 13KHLN1 | Glenmeade ES |
| Tower | Dell | 9GYPVGM1 | Glenmeade ES |
| Tower | Dell | 4YBFGQ1 | Glenmeade ES |
| Tower | Dell | 4HULN1 | Glenmeade ES |
| Tower | Dell | 13QGLN1 | Glenmeade ES |
| Tower | Dell | 9YKYDP1 | Glenmeade ES |
| Tower | Dell | 4YBKGQ1 | Glenmeade ES |
| Tower | Dell | 4HJHLN1 | Glenmeade ES |
| Tower | Dell | 4HNHLN1 | Glenmeade ES |
| Tower | Dell | 13VHLN1 | Glenmeade ES |
| Tower | Dell | 4HKHLN1 | Glenmeade ES |
| Tower | Dell | 9YNOFP1 | Glenmeade ES |
| Tower | Dell | 4D4CPM1 | Glenmeade ES |
| Tower | Dell | 4HCGLN1 | Glenmeade ES |
| Tower | Dell | 4HJJLN1 | Glenmeade ES |
| Tower | Dell | JJ4T9YP | Glenmeade ES |
| Tower | Dell | JJ5R9YI | Glenmeade ES |
| Tower | Dell | 13JGLN1 | Glenmeade ES |
| Tower | Dell | 13HGLN1 | Glenmeade ES |
| Tower | Dell | 4JMHLN1 | Glenmeade ES |

| DESCRIPTION | MAKE/MODEL | I.D./SERIAL | DEPT/SITE |
|-------------|------------|------------------------------|--------------|
| Tower | Dell | 13NGLN1 | Glenmeade ES |
| Tower | Dell | JJ6Q9YI | Glenmeade ES |
| Tower | Dell | 75J8BM1 | Glenmeade ES |
| Tower | Dell | 4JULN1 | Glenmeade ES |
| Tower | Dell | 4YBDGQ1 | Glenmeade ES |
| Tower | Dell | 4HDHLN1 | Glenmeade ES |
| Tower | Dell | 7KJOWN1 | Glenmeade ES |
| Tower | Dell | 13NHLN1 | Glenmeade ES |
| Tower | Dell | 13NJLN1 | Glenmeade ES |
| Tower | Dell | JJ4V9Y1 | Glenmeade ES |
| Keyboard | Dell | CN-04G481 71616-36K-09AP-AOO | Glenmeade ES |
| Keyboard | Dell | CN-ORH 659.73571 075-01W | Glenmeade ES |
| Keyboard | Dell | CN-ORH659.73571 07K.09MS | Glenmeade ES |
| Keyboard | Dell | CN-ORH659-73571-01R-026X | Glenmeade ES |
| Keyboard | Dell | CN-0194XT 73571-020Y-AOO | Glenmeade ES |
| Keyboard | Dell | CN.ORH659-73571.07M.013F | Glenmeade ES |
| Keyboard | Dell | CN ORH659-73571- 07L-082C | Glenmeade ES |
| Keyboard | Dell | CN ON6R8G73826 6B7AA8G | Glenmeade ES |
| Keyboard | Dell | CN-ORH659-73571-07QOSQN | Glenmeade ES |
| Keyboard | Dell | CN-ORH659-7357107K.06HD | Glenmeade ES |
| Keyboard | Dell | CN0194XT7357113704U5A00 | Glenmeade ES |
| Keyboard | Dell | CN4G481-7161636K047GA00 | Glenmeade ES |
| Keyboard | Dell | CN.ORH659.73571.080 04C3 | Glenmeade ES |
| Keyboard | Dell | CN·ORH659-73571 080 04BZ | Glenmeade ES |
| Keyboard | Dell | CN-ORH659·7357·07S-OOW7 | Glenmeade ES |
| Keyboard | Dell | CN-04G4817161636JOSSBA00 | Glenmeade ES |
| Keyboard | Dell | CN-ORH659·73571 080·04BV | Glenmeade ES |
| Keyboard | Dell | CN-ORH659-73571-07L 0907 | Glenmeade ES |
| Keyboard | Dell | CN·ORH659·73571 08J·004E | Glenmeade ES |
| Keyboard | Dell | CN-ORH659-73571 07F-04HR | Glenmeade ES |
| Keyboard | Dell | CN-ORH659-73571-07M-06AO | Glenmeade ES |
| Keyboard | Dell | CN-4G481-71616-36J-0130 | Glenmeade ES |
| Keyboard | Dell | CN-OI94XT 73571-12Q-051B | Glenmeade ES |
| Keyboard | Dell | CN-ORH659 73571 07K OSP9 | Glenmeade ES |
| Keyboard | Dell | CN-ORH659 73571 07M-OSE7 | Glenmeade ES |
| Keyboard | Dell | CN ORH659-73571-07M-069J | Glenmeade ES |
| Keyboard | Dell | CN-OU473D-44751-061-00RP | Glenmeade ES |
| Keyboard | Dell | CN.ORH659 73571 07E-03NO | Glenmeade ES |
| Keyboard | Dell | CN-ORH659 73571 080 04JE | Glenmeade ES |
| Keyboard | Dell | CN-4G481-71616-36J-OS4V | Glenmeade ES |
| Keyboard | Dell | CN-ORH659 73571 07K-OSJL | Glenmeade ES |
| Keyboard | Dell | CN·ORH659 -73571-07M·OS93 | Glenmeade ES |

DESCRIPTION

Keyboard

Mice (2)

Mice (32)

Monitors

Thin Clients

Thin Clients

Thin Clients

MAKE/MODEL

Dell

HP

Dell

I.D./SERIAL

CN-ORH659 73571-07M OIUI CN-ORH659-73571-070 05LM CN 4G481-71616 36J-17V-A CN-4G481-71616 36K 06RY-A CN-ORH659 73571 07K-08T7 CN ORH659 73571-07M-067M CN-ORH659 73571 07M OSCI CN-ORH659 -73571-07M-066B CN-OR H659-73571 080-04G9 CN-4G481 71616-443-0089-A CN ORH659-73571 07L-08QV CN OIHR2Y 11616- A6-0SQJ-A CN-ORH659-73571-78D 03VL CN-OW7658 37172 SBA-OBO CN-07H836-44751-7C7-00UQ CN-4G48 •71616 36K-OBQS-A CN ORH659 73571-07Q-OSNA CN-OR H659-73571-075-00WO

CN-OC730C-71623-07U-5905 CN-OC730C-71623-061-3922 CN-OC730C-71623-071-1178 CN-OC730C-71623-07U-5910 CN-OC730C-71623-07U-S923 CN-OC730C-71623-07U-5867 CN-OC730C-71623-061-4026 CN-OC730C-71623-07U-5900 CN-OC730C-71623-081-1278 CN-OC730C-71623-081-1280 CN-OKG49T-74261-37F-IM4U CN-OKG49T-74261-37F-1ROU CN-OKG49T-74261-37F-206U CN-OC730C-71623-07U-5861 CN-OC730C-71623-071-1642 CN-OC730C-71623-061-3914 CN-OC730C-71623-061-3985 CN-OC730C-71623-07U-5865 CN-OC730C-71623-061-397S 45093 44917 45103

DEPT/SITE

Glenmeade ES Glenmeade ES

| DESCRIPTION | MAKE/MODEL | I.D./SERIAL | DEPT/SITE |
|----------------|------------|---------------------------|--------------|
| Thin Clients | Dell | 45102 | Glenmeade ES |
| Thin Clients | Dell | 45105 | Glenmeade ES |
| Thin Clients | Dell | 45104 | Glenmeade ES |
| Monitor | Dell | CN-OCC639-72872-61F-17TT | Glenmeade ES |
| Monitor | Dell | CN-OCC639-72872-61E-877T | Glenmeade ES |
| Monitor | Dell | CN-OC730C-71623-07U-5916 | Glenmeade ES |
| Monitor | Dell | CN-OC730C-71623-07U-5881 | Glenmeade ES |
| Monitor | Dell | CN-OC730C-71623-07U-5901 | Glenmeade ES |
| Monitor | Dell | CN-OC730C-71623-0SS-1544 | Glenmeade ES |
| Monitor | Dell | CN-OC730C- 71623-061-3979 | Glenmeade ES |
| Monitor | Dell | CN OC730C-71623-016-6431 | Glenmeade ES |
| Monitor | Dell | CN-OC730C-71623-07 U-5924 | Glenmeade ES |
| Monitor | Dell | CN-OWH318-72872-72A-06NT | Glenmeade ES |
| Monitor | Dell | CN-OC730C-71623-07U-5914 | Glenmeade ES |
| Monitor | Dell | CN-OC730C-71623-061-3940 | Glenmeade ES |
| Monitor | Dell | CN-OC730C-71623-07U-5920 | Glenmeade ES |
| Monitor | Dell | CN-OC730C-71623-061-3943 | Glenmeade ES |
| Monitor | Dell | CN-OC730C-71623-07U-5858 | Glenmeade ES |
| Monitor | Dell | CN-OC730C-71623-061-4020 | Glenmeade ES |
| Monitor | Dell | CN-OC730C-71623-07U-5926 | Glenmeade ES |
| Monitor | Dell | CN-OC730C-71623-079-5692 | Glenmeade ES |
| Monitor | Dell | CN-OC730C-71623-07U-5921 | Glenmeade ES |
| Monitor | Dell | CN-OC730C-71623-0BI-1281 | Glenmeade ES |
| Monitor | Dell | CN-OC730C-71623-07U-5913 | Glenmeade ES |
| Monitor | Dell | CN-OC730C-71623-07U-5860 | Glenmeade ES |
| Monitor | Hanns-G | HLI93ABB-242AA3WY01296 | Glenmeade ES |
| Printer | HP | CNBB106220 | Glenmeade ES |
| Printer | HP | CNBB106184 | Glenmeade ES |
| Printer | HP | 02457 | Glenmeade ES |
| Printer | HP | CE538A | Glenmeade ES |
| TV | Samsung | 330698 | Glenmeade ES |
| TV | Sharp | | Glenmeade ES |
| VCR/DVD | Samsung | B6086CC329111B | Glenmeade ES |
| VCR/DVD | JVC | HR-X1CI7SU | Glenmeade ES |
| Headphones (8) | CA | | Glenmeade ES |
| CD Players (3) | Coby | | Glenmeade ES |
| Laptop | Dell | 33215 | Glenmeade ES |
| Computer | Dell | 33819 | Liberty ES |
| Monitor | Dell | 37727 | Liberty ES |
| Tower | Dell | 27544 | Liberty ES |
| Monitor | Dell | 37654 | Liberty ES |
| Monitor | Dell | 37645 | Liberty ES |

| DESCRIPTION | MAKE/MODEL | I.D./SERIAL | DEPT/SITE |
|-------------------------|----------------------|----------------------------------|-------------------------------|
| Monitor Monitor | Dell Dell | 37648 | Liberty ES Liberty ES |
| Monitors (2) | Dell | T321-3960YRC | Liberty ES |
| Keyboards (7) | Dell | | Liberty ES |
| Mice (9) | | | Liberty ES |
| Monitor/Keyboard | Dell | T321-390YQW | Liberty ES |
| Monitor/Keyboard | Dell | 59044 | Liberty ES |
| Monitor/Keyboard | Dell | 59055 | Liberty ES |
| Monitor/Keyboard | Dell | 59056 | Liberty ES |
| Monitor/Keyboard | Dell | 59385 | Liberty ES |
| Projector | Epson | 34640 | Liberty ES |
| Projector | Epson | 30068 | Liberty ES |
| Projector | Epson | 31740 | Liberty ES |
| iBook | Apple | 17642 | Liberty ES |
| Laptop | Dell | 27467 | Liberty ES |
| Laptop | Dell | 26163 | Liberty ES |
| Laptop | Dell | 26159 | Liberty ES |
| Laptop | Dell Dell | 26158 | Liberty ES |
| Laptop Monitor/Stand | Dell | 27468 | Liberty ES Liberty ES |
| Doc Camera | Dukane | 5012 | Liberty ES |
| Doc Camera | AverVision | 38942 | Liberty ES |
| Doc Camera | AverVision | 29855 | Liberty ES |
| Monitor | Dell | 23035 | Liberty ES |
| USB | Visioneer | | Liberty ES |
| Monitor | Dell | T321-390YPH | Liberty ES |
| Monitor | Dell | T321-390YSF | Liberty ES |
| File Cabinets (2) | | | Rolling Ridge ES |
| Teacher Desk | | | Rolling Ridge ES |
| TV | Zenith | 065170606134A | Rolling Ridge ES |
| TV | Zenith | 065770814141A | Rolling Ridge ES |
| TV | RCA | F054DA14W | Rolling Ridge ES |
| Laptop | Dell | 39785 | Rolling Ridge ES |
| Laptop | Apple | 21286 | Rolling Ridge ES |
| Printer | HP | VND3FS4072 | Rolling Ridge ES |
| File Cabinets (5) | | | Rolling Ridge ES |
| Rolling Cabinet | | 01303 | Rolling Ridge ES |
| Student Desks (11) | | | Rolling Ridge ES |
| Wooden Chairs (9) | Dhilling | VA1A0517601540 | Rolling Ridge ES Walnut ES |
| TV TV | Phillips Phillips | YA1A0517621540 YA1A0515341698 | Walnut ES |
| TV | Phillips | YA1A0515541696 YA1A0517622934 | Walnut ES |
| IV | r miipə | | |

| DESCRIPTION | MAKE/MODEL | I.D./SERIAL | DEPT/SITE |
|--------------------|------------|-------------------------|-----------|
| Monitor | Dell | CNOT571R64180-023-07CU | Walnut ES |
| Monitor | Dell | CNOT571R64180-023-07BU | Walnut ES |
| Monitor | Dell | CNOT571R64180-023-07EU | Walnut ES |
| Monitor | Dell | CNOT571R64180-023-07AU | Walnut ES |
| Monitor | Dell | CNOT571R64180-023-079U | Walnut ES |
| Monitor | Dell | CNOT-71R-64180-023-078U | Walnut ES |
| Monitor | Dell | CNOT571R64180-023-082U | Walnut ES |
| Monitor | Dell | CNOT571R6418002R-03DS | Walnut ES |
| Monitor | Dell | CNOT571R-4180-023-075U | Walnut ES |
| Monitor | Dell | CNOT571R64180023-07QU | Walnut ES |
| Monitor | Dell | CNOT571R64180-023-083U | Walnut ES |
| Monitor | Dell | CNOT571R64180-023-07PU | Walnut ES |
| Monitor | Dell | CNOT571R64180-023-07NU | Walnut ES |
| Monitor | Dell | CNOT571R6418002R-18GS | Walnut ES |
| Monitor | Dell | CNOGC97H728725CLA5FLA | Walnut ES |
| Monitor | Dell | CNOM9V7W74261ACQOM | Walnut ES |
| Monitor | Dell | CNOGC97H728725CLA52LA | Walnut ES |
| Monitor | Dell | CNOT571R64180023A54LA0 | Walnut ES |
| Monitor | Dell | CNOT571R64180023A3WLA | Walnut ES |
| Monitor | Dell | CNOF028J-72872-921-1V4S | Walnut ES |
| Monitor | Dell | CNOF028J-72872-921-18US | Walnut ES |
| Computer | IMAC | QP71503RWRQ | Walnut ES |
| Computer | IMAC | 24466 | Walnut ES |
| Monitor Attachment | HP | 42556 | Walnut ES |
| Monitor Attachment | HP | 42084 | Walnut ES |
| Monitor Attachment | HP | 42572 | Walnut ES |
| Monitor Attachment | HP | 42546 | Walnut ES |
| Monitor Attachment | HP | 42550 | Walnut ES |
| Monitor Attachment | HP | 42549 | Walnut ES |
| Monitor Attachment | HP | 45781 | Walnut ES |
| Monitor Attachment | HP | 42561 | Walnut ES |
| Monitor Attachment | HP | 42568 | Walnut ES |
| Monitor Attachment | HP | 42548 | Walnut ES |
| Monitor Attachment | HP | 42554 | Walnut ES |
| Monitor Attachment | HP | 42081 | Walnut ES |
| Monitor Attachment | HP | 42114 | Walnut ES |
| Monitor Attachment | HP | 42079 | Walnut ES |
| Monitor Attachment | HP | 42545 | Walnut ES |
| VCR/DVD Player | Go Video | 5112150103241 | Walnut ES |
| VCR/DVD Player | JVC | 14253346 | Walnut ES |
| VCR/DVD Player | Go Video | 5112150103240 | Walnut ES |
| Cassette Player | Sharp | 30901 | Walnut ES |

| DESCRIPTION | MAKE/MODEL | I.D./SERIAL | DEPT/SITE |
|------------------|--------------|--------------------------|-------------|
| Computer Monitor | Dell | CNOT571RG418002R-OZSS | Walnut ES |
| Computer Monitor | Dell | CNOT571RG4180-023-08ZU | Walnut ES |
| Computer Monitor | Dell | CNOT571RG418002ROZXZ | Walnut ES |
| Computer Monitor | Dell | | Walnut ES |
| Computer Monitor | HP | 42072 | Walnut ES |
| Computer Monitor | Dell | CN-OGC811-11-61JEYL | Walnut ES |
| Computer Monitor | Dell | CNOUWO426418071R0HZL | Walnut ES |
| Computer Monitor | Dell | CN-OF028j-72872-92i-1VOS | Walnut ES |
| Keyboard | Apple | KY7040EDFVZ5A | Walnut ES |
| Keyboard | Apple | KY328077TPA3C | Walnut ES |
| Keyboard | Apple | KY32807DFPA3C | Walnut ES |
| Keyboard | Apple | KY3270YWGPA3C | Walnut ES |
| Keyboard | Apple | KY7048EHCV7SA | Walnut ES |
| Keyboard | Apple | KY3270YWEPA3C | Walnut ES |
| Keyboard | HP | BCYRUOACP5QDEU | Walnut ES |
| Keyboard | HP | BCYRUOACP5QFOY | Walnut ES |
| Keyboard | HP | BCYRUOACP5QBWR | Walnut ES |
| Keyboard | HP | BC4RUOACP5QBXO | Walnut ES |
| Keyboard | HP | BC4RUOACP5QDF3 | Walnut ES |
| Keyboard | HP | BC4RUOACP5QFDL | Walnut ES |
| Keyboard | HP | BC4RUOACP5QFQX | Walnut ES |
| Keyboard | HP | BC4RUOACP5QDEE | Walnut ES |
| Keyboard | HP | BCYRUOAHH51R4E | Walnut ES |
| Keyboard | HP | BCYRUOAHH51JXE | Walnut ES |
| Keyboard | HP | BCYRUOAHH6B610 | Walnut ES |
| Keyboard | HP | BCYRUOAHH5HR3T | Walnut ES |
| Keyboard | HP | BCYRUOAHH5HF7H | Walnut ES |
| Keyboard | HP | BCYRUOAHH6H616 | Walnut ES |
| Keyboard | HP | BDMGHOCCP803JY | Walnut ES |
| Keyboard | Dell | CN0DJ331-71616-71Q-03YF | Walnut ES |
| Aruba Networks | Access Point | 47201 | Don Lugo HS |
| Aruba Networks | Access Point | 47203 | Don Lugo HS |
| Aruba Networks | Antenna | APANT35A/09415 | Don Lugo HS |
| Aruba Networks | Antenna | APANT35A/02950 | Don Lugo HS |

CHINO VALLEY UNIFIED SCHOOL DISTRICT Our Motto:

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

- **DATE:** July 18, 2019
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations Anna G. Hamilton, Director, Purchasing

SUBJECT: RESOLUTIONS 2019/2020-01, 2019/2020-02, 2019/2020-03, 2019/2020-04, AND 2019/2020-05 FOR AUTHORIZATION TO UTILIZE PIGGYBACK CONTRACTS

BACKGROUND

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

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

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

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

| Resolution | Contract | Contractor | Description | Term |
|--------------|---|--|----------------------------------|--------------------|
| 2019/2020-01 | Val Verde Unified School District Branded Pizza Products-Ready to Serve RFP 2019/20-03 | Southern California Pizza Company dba Pizza Hut | Ready to Serve Pizza Products | 7/1/2019-6/30/2020 |

| Resolution | Contract | Contractor | Description | Term |
|--------------|--|--|--|-----------------------|
| 2019/2020-02 | Downey Unified School District Purchase and Delivery of Pre-Made Pizzas RFP 2018/2019-01 | Gafee Pizza, Inc. dba Domino's Pizza | Pre-Made Pizza | 8/15/2019-8/14/2020 |
| 2019/2020-03 | Torrance Unified School District Classroom & Office Furniture Bid No. 10-04.09.19 | Culver-Newlin | Classroom & Office Furniture | 6/1/2019-6/30/2020 |
| 2019/2020-04 | San Diego Unified School District Classroom Science, Technology, Engineering, Art, and Math (STEAM) Supplies Bid No. GD19-0545-03 | School Specialty | Classroom Science, Technology, Engineering, Art, and Math (STEAM) Supplies | 1/22/2019-1/8/2022 |
| 2019/2020-05 | State of California Multiple Awards Schedule (CMAS) 3-18-70-2486N | ConvergeOne Inc. | Project Management, System Implementation, Integration, and Security | 12/27/2018-12/12/2022 |

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolutions 2019/2020-01, 2019/2020-02, 2019/2020-03, 2019/2020-04, and 2019/2020-05 for authorization to utilize piggyback contracts.

FISCAL IMPACT

Unknown.

NE:GJS:AGH:pw

Chino Valley Unified School District Resolution 2019/2020-01 Authorization to Utilize the Val Verde Unified School District Branded Pizza Products-Ready to Serve RFP 2019/20-03 With Southern California Pizza Company dba Pizza Hut to Purchase Ready to Serve Pizza Products Through the Piggyback Contract

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

WHEREAS, Val Verde Unified School District Branded Pizza Products-Ready to Serve currently has a piggyback contract, RFP 2019/20-03, in accordance with Public Contract Code 20118 with Southern California Pizza Company dba Pizza Hut, that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

WHEREAS, the Board has determined that it is in the best interest of the District to authorize the purchase of ready to serve pizza products through the piggyback contract procured by the Val Verde Unified School District Branded Pizza Products-Ready to Serve RFP 2019/20-03.

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

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

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of ready to serve pizza products through the piggyback contract originally procured by the Val Verde Unified School District Branded Pizza Products-Ready to Serve RFP 2019/20-03 is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of ready to serve pizza products in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Val Verde Unified School District Branded Pizza Products-Ready to Serve RFP 2019/20-03.

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

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

APPROVED, **PASSED**, **AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 18th day of July 2019 by the following vote:

| Blair | |
|----------|--|
| Cruz | |
| Gagnier | |
| Na | |
| Schaffer | |

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

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

Chino Valley Unified School District Resolution 2019/2020-02 Authorization to Utilize the Downey Unified School District Purchase and Delivery of Pre-Made Pizzas RFP 2018/2019-01 With Gafee Pizza, Inc. dba Domino's Pizza to Purchase Pre-Made Pizza Through the Piggyback Contract

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

WHEREAS, Downey Unified School District Purchase and Delivery of Pre-Made Pizzas currently has a piggyback contract, RFP 2018/2019-01, in accordance with Public Contract Code 20118 with Gafee Pizza, Inc. dba Domino's Pizza that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

WHEREAS, the Board has determined that it is in the best interest of the District to authorize the purchase of pre-made pizza through the piggyback contract procured by the Downey Unified School District Purchase and Delivery of Pre-Made Pizzas RFP 2018/2019-01.

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

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

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of pre-made pizza through the piggyback contract originally procured by the Downey Unified School District Purchase and Delivery of Pre-Made Pizzas RFP 2018/2019-01 is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of premade pizza in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Downey Unified School District Purchase and Delivery of Pre-Made Pizzas RFP 2018/2019-01.

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

Section 5. Effective Date. This resolution shall be effective as of August 15, 2019, for the term ending August 14, 2020.

APPROVED, **PASSED**, **AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 18th day of July 2019 by the following vote:

| Blair | |
|----------|--|
| Cruz | |
| Gagnier | |
| Na | |
| Schaffer | |

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

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

Chino Valley Unified School District Resolution 2019/2020-03 Authorization to Utilize the Torrance Unified School District Classroom & Office Furniture Bid No. 10-04.09.19 With Culver-Newlin to Purchase Classroom & Office Furniture Through the Piggyback Contract

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

WHEREAS, Torrance Unified School District Classroom & Furniture currently has a piggyback contract, Bid No. 10-04.09.19, in accordance with Public Contract Code 20118 with Culver-Newlin, that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

WHEREAS, the Board has determined that it is in the best interest of the District to authorize the purchase of classroom & office furniture through the piggyback contract procured by the Torrance Unified School District Classroom & Office Furniture Bid No. 10-04.09.19.

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

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

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of classroom & office furniture through the piggyback contract originally procured by the Torrance Unified School District Classroom & Office Furniture Bid No. 10-04.09.19 is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of classroom & office furniture in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Torrance Unified School District Classroom & Office Furniture Bid No. 10-04.09.19.

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

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

APPROVED, **PASSED**, **AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 18th day of July 2019 by the following vote:

| Blair | |
|----------|--|
| Cruz | |
| Gagnier | |
| Na | |
| Schaffer | |

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

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

Chino Valley Unified School District Resolution 2019/2020-04 Authorization to Utilize the San Diego Unified School District Classroom Science, Technology, Engineering, Art, and Math (STEAM) Supplies Bid No. GD19-0545-03 With School Specialty to Purchase Classroom Science, Technology, Engineering, Art, and Math (STEAM) Supplies Through the Piggyback Contract

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

WHEREAS, San Diego Unified School District Classroom STEAM Supplies currently has a piggyback contract, Bid No. GD19-0545-03, in accordance with Public Contract Code 20118 with School Specialty, that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

WHEREAS, the Board has determined that it is in the best interest of the District to authorize the purchase of classroom STEAM supplies through the piggyback contract procured by the San Diego Unified School District Classroom STEAM Supplies Bid No. GD19-0545-03

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

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

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of classroom STEAM supplies through the piggyback contract originally procured by the San Diego Unified School District Classroom STEAM Supplies Bid No. GD19-0545-03

is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of classroom STEAM supplies in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the San Diego Unified School District Classroom STEAM Supplies Bid No. GD19-0545-03.

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

Section 5. Effective Date. This resolution shall be effective as of January 22, 2019, for the term ending January 8, 2022.

APPROVED, **PASSED**, **AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 18th day of July 2019 by the following vote:

| Blair | |
|----------|--|
| Cruz | |
| Gagnier | |
| Na | |
| Schaffer | |

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

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

Chino Valley Unified School District Resolution 2019/2020-05 Authorization to Utilize the State of California Multiple Awards Schedule (CMAS) 3-18-70-2486N With ConvergeOne Inc. to Purchase Project Management, System Implementation, Integration, and Security Through the Piggyback Contract

WHEREAS, the Board of Education (Board) of the Chino Valley Unified School District (District) has determined that a true and very real need exists to procure project management, system implementation, integration, and security for the District;

WHEREAS, CMAS currently has a piggyback contract, 3-18-70-2486N, in accordance with Public Contract Code 20118 with ConvergeOne Inc., that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

WHEREAS, the Board has determined that it is in the best interest of the District to authorize the purchase of project management, system implementation, integration, and security through the piggyback contract procured by the CMAS 3-18-70-2486N.

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

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

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of project management, system implementation, integration, and security through the piggyback contract originally procured by the CMAS 3-18-70-2486N is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of project management, system implementation, integration, and security in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the CMAS 3-18-70-2486N.

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

Section 5. Effective Date. This resolution shall be effective as of December 27, 2018, for the term ending December 12, 2022.

APPROVED, **PASSED**, **AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 18th day of July 2019 by the following vote:

| Blair | |
|----------|--|
| Cruz | |
| Gagnier | |
| Na | |
| Schaffer | |

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

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT Our Motto:

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

- **DATE:** July 18, 2019
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations Anna G. Hamilton, Director, Purchasing

SUBJECT: BID 19-20-01F, COUNTRY SPRINGS ES AND ROLLING RIDGE ES ALTERATION PROJECTS

BACKGROUND

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

A Notice to Contractors Calling for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Projects was Published in the Inland Valley Daily Bulletin on May 13, 2019, and May 20, 2019. Bids were opened at 1:00 p.m. on June 20, 2019. The results are as follows:

| Bid Package | # of Bids Received | Low Bidder | Bid Amount |
|---|-----------------------|--|----------------------|
| BP 02-01 – Demo, Asbestos | 7 | Integrated Demolition & | \$1,104,600.00 |
| & Lead Abatement | 0 | Remediation Inc. | <u>Ф. 700 ГОО ОО</u> |
| BP 03-01 – Concrete & Reinforcing Steel (Structural & Site) | 2 | Inland Building Construction Co. Inc. | \$ 728,500.00 |
| BP 05-01 – Miscellaneous Metals & Steel | 4 | *Anderson Charmesky Structural Steel Inc. | \$ 643,268.00 |
| BP 06-01 – Rough Carpentry | 6 | *Cuyamaca Construction | \$ 778,000.00 |
| BP 06-02 – Finish Carpentry & Casework | 3 | Stolo Cabinets Inc. | \$1,109,900.00 |
| BP 07-01 Built-up Roofing & Sheet Metal | 4 | Commercial Roofing Systems | \$1,075,067.00 |
| BP 08-01 – Doors, Frames & Hardware | 5 | *Star Hardware Inc. | \$ 689,900.00 |
| BP 09-01 – Drywall, Plaster & Insulation | 2 | Mirage Builders | \$1,579,750.00 |

| BP 09-02 – Ceramic Tile | 4 | Continental Marble & Tile Co. | \$ 305,326.00 |
|---|---|---|----------------|
| BP 09-03 – Acoustical Wall & Ceiling System | 4 | Elljay Acoustics Inc. | \$ 391,900.00 |
| BP 09-04 – Flooring | 2 | Continental Flooring Inc. | \$ 444,847.00 |
| BP 09-05 – Painting & Wallcovering | 8 | AJ Fistes Inc. | \$ 272,600.00 |
| BP 10-01 – Miscellaneous Specialties | 4 | Patriot Contracting & Engineering Inc. | \$1,416,000.00 |
| BP 11-01 – Food Service Equipment | 1 | Kitcor Corporation | \$ 237,800.00 |
| BP 22-01 – Plumbing | 4 | Verne's Plumbing Inc. | \$1,251,000.00 |
| BP 23-01 – HVAC & Controls | 5 | NKS Mechanical Contracting Inc. | \$ 656,000.00 |
| BP 26-01 – Electrical & Low Voltage | 5 | Rancho Pacific Electric Inc. | \$2,675,100.00 |
| BP 27-01 – Low Voltage, Data, AV, Fire Alarm, Security, & Communication | 1 | Time & Alarm | \$3,788,806.00 |
| BP 32-01 – Irrigation, Landscaping, Fencing & Asphalt | 3 | Sean Malek Engineering & Construction | \$ 539,000.00 |

The basic scope of work for this project includes: alterations to existing buildings at Country Springs ES and Rolling Ridge ES including electrical, plumbing, HVAC, interior surfaces, existing Fire/Life/Safety systems and security.

*The apparent low bidder for BP 05-01 CGWS, Inc. submitted a bid without Bid Bond per PCC § 20111 or Noncollusion Declaration per PCC § 7106 and was therefore considered to be non-responsive.

*The apparent low bidder for BP 06-01 General Consolidated, withdrew its bid due to a mathematical error discovered by the contractor after bid opening. Therefore, it is recommended that the bid be awarded to the next low bidder, Cuyamaca Construction.

*The apparent low bidder for BP 08-01 McKernan Inc. submitted a bid over the firm's prequalification limit and was therefore not authorized to bid the project. Per PCC §20111.5, prequalification is mandatory when awarding a construction project of \$1,000,000.00 or more that will be funded in whole or in part with state bond funds.

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

RECOMMENDATION

It is recommended the Board of Education award Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Projects to the following contractors: BP 02-01 to Integrated Demolition & Remediation Inc.; BP 03-01 to Inland Building Construction Co. Inc.; BP 05-01 to Anderson Charmesky Structural Steel Inc.; BP 06-01 to Cuyamaca Construction; BP 06-02 to Stolo Cabinets; BP 07-01 to Commercial Roofing Systems; BP 08-01 to Star Hardware Inc.; BP 09-01 to Mirage Builders; BP 09-02 to Continental Marble & Tile; BP 09-03 to Elljay Acoustics, Inc.; BP 09-04 to Continental Flooring; BP 09-05 to AJ Fistes Corp.; BP 10-01 to Patriot Contracting & Engineering Inc.; BP 11-01 to Kitcor Corp.; BP 22-01 to Verne's Plumbing Inc.; BP 23-01 to NKS Mechanical Contracting, Inc.; BP 26-01 to Rancho Pacific Electric Inc.; BP 27-01 to Time & Alarm; and BP 32-01 to Sean Malek Engineering & Construction.

FISCAL IMPACT

\$19,687,364.00 to Building Fund 21.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT Our Motto: Student Achievement • Safe Schools • Positive School Climate Humility • Civility • Service July 18, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: BID 19-20-05F, DISTRICT WIDE ASPHALT REPAIRS

BACKGROUND

DATE:

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

A Notice to Contractors Calling for Bid 19-20-05F, District Wide Asphalt Repairs was Published in the Inland Valley Daily Bulletin on June 7, 2019, and June 14, 2019. Bids were opened at 1:00 p.m. on July 2, 2019. The results are as follows:

| Feeder Group | Contractor | Bid Amount | Low Bid |
|-----------------------------|----------------------|--------------|--------------|
| Ayala HS Feeder Group | Premier Paving, Inc. | \$189,000.00 | \$189,000.00 |
| | JB Bostick | \$245,000.00 | |
| Chino Hills HS Feeder Group | Premier Paving, Inc. | \$310,800.00 | \$310,800.00 |
| | JB Bostick | \$357,000.00 | |
| | Century Paving | \$364,150.00 | |
| Chino HS Feeder Group | Premier Paving, Inc. | \$168,695.00 | \$168,695.00 |
| | JB Bostick | \$210,000.00 | |
| Don Lugo HS Feeder Group | Premier Paving, Inc. | \$233,800.00 | \$233,800.00 |

The basic scope of work for this project includes asphalt repairs District wide.

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

RECOMMENDATION

It is recommended the Board of Education award Bid 19-20-05F, District Wide Asphalt Repairs to Premier Paving, Inc.

FISCAL IMPACT

\$902,295.00 to Deferred Maintenance Fund 14.

NE:GJS:AGH:pw

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

- **DATE:** July 18, 2019
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations Anna G. Hamilton, Director, Purchasing

SUBJECT: BID 19-20-06F, ALTERNATIVE EDUCATION CENTER PLAYGROUND EQUIPMENT INSTALLATION

BACKGROUND

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

A Notice to Contractors Calling for Bid 19-20-06F, Alternative Education Center Playground Equipment Installation was Published in the Inland Valley Daily Bulletin on June 6, 2019, and June 14, 2019. Bids were opened at 1:00 p.m. on June 24, 2019. The results are as follows:

| Contractor | Bid Amount |
|-------------------------------|--------------|
| John Buck dba J2 Builders | \$185,000.00 |
| R.E. Schulz Construction Inc. | \$294,900.00 |

The basic scope of work for this project includes: Three (3) playgrounds; kindergarten, primary, and fitness. Kindergarten and primary playground areas include the installation of owner provided Miracle Recreation playground equipment in the same location of the existing equipment. Installation of new equipment includes the removal and disposal of the existing playground equipment along with preparing the area for the new playground equipment. Fitness area includes removal and disposal of the existing playground along with hydroseeding to match the surrounding area.

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

RECOMMENDATION

It is recommended the Board of Education award Bid 19-20-06F, Alternative Education Center Playground Equipment Installation to John Buck dba J2 Builders.

FISCAL IMPACT

\$185,000.00 to Capital Facilities Fund 25.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT Our Motto:

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

- **DATE:** July 18, 2019
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations Anna G. Hamilton, Director, Purchasing

SUBJECT: CUPCCAA BID 19-20-07I, RHODES ES FLOORING MATERIAL AND INSTALLATION

BACKGROUND

Pursuant to Public Contract Code 22032(b) public projects in the amount of \$200,000.00 or less can be use informal bidding procedures as defined by the Uniform Public Construction Cost Accounting Act.

A Notice to Contractors Calling for Bids for CUPCCAA Bid 19-20-07I, Rhodes ES Flooring Material and Installation was emailed on June 5, 2019, to contractors currently listed on the 2019 list of qualified contractors. Bids were opened at 10:00 a.m. on June 26, 2019. The results are as follows:

| Contractor | Bid Amount | |
|-----------------------------------|--------------|--|
| Custom Craft Flooring Contractors | \$138,710.00 | |

The basic scope of work for this project includes labor and materials to replace flooring at various locations on the Rhodes ES campus including administration building, multipurpose room, kindergarten rooms 1 and 2, and four teacher workrooms.

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

RECOMMENDATION

It is recommended the Board of Education award CUPCCAA Bid 19-20-07I, Rhodes ES Flooring Material and Installation to Custom Craft Flooring Contractors.

FISCAL IMPACT

\$138,710.00 to Deferred Maintenance Fund 14.

CHINO VALLEY UNIFIED SCHOOL DISTRICT Our Motto: Student Achievement • Safe Schools • Positive School Climate Humility • Civility • Service DATE: July 18, 2019 Members, Board of Education

- FROM: Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations Anna G. Hamilton, Director, Purchasing

SUBJECT: CUPCCAA BID 19-20-10I, SYCAMORE ACADEMY SITE PREPARATION

BACKGROUND

TO:

Pursuant to Public Contract Code 22032(b) public projects in the amount of \$200,000.00 or less can be use informal bidding procedures as defined by the Uniform Public Construction Cost Accounting Act.

A Notice to Contractors Calling for Bids for CUPCCAA Bid 19-20-10I, Sycamore Academy Site Preparation was emailed on June 24, 2019, to contractors currently listed on the 2019 list of qualified contractors. Bids were opened at 1:00 p.m. on July 8, 2019. The results are as follows:

| Contractor | Bid Amount |
|---------------------------------|--------------|
| Angelo Construction | \$159,107.00 |
| S&B Sons Inc. | \$177,222.00 |
| Dalke & Sons Construction, Inc. | \$327,890.00 |
| RT Contractor Corp | \$388,000.00 |

The basic scope of work for this project includes: approximately 1,300 square feet of concrete, installation of 100 feet of wrought iron fencing, 240 feet of fencing fabric, and removal of four walls in room 22A/22B at the Alternative Education Center.

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

RECOMMENDATION

It is recommended the Board of Education award CUPCCAA Bid 19-20-10I, Sycamore Academy Site Preparation to Angelo Construction.

FISCAL IMPACT

\$159,107.00 to Fund 25 Tax A.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT Our Motto:

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

DATE: July 18, 2019

- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations Martin Silveira, Director, Maintenance, Operations, and Construction

SUBJECT: CHANGE ORDER FOR BID 18-19-05F, RECONSTRUCTION OF CHINO HS – PHASE 0

BACKGROUND

On September 20, 2018, the Board of Education awarded Bid 18-19-05F, Reconstruction of Chino HS – 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. 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(s) has/have been reviewed and recommended for approval by District staff.

| Change Order | Contractor | Amount |
|--------------|---|--------------|
| 1 | Bid Package 7 – Electrical – RDM Electric | \$48,660.00 |
| Bid Amount: | | \$838,800.00 |
| | Revised Total Project Amount: | \$887,460.00 |

The change order results in a net increase of \$48,660.00 to the construction cost and no change in contract time. The revised total project cost, including all change orders, is \$887,460.00. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

RECOMMENDATION

It is recommended the Board of Education approve the change order for Bid 18-19-05F, Reconstruction of Chino HS – Phase 0

FISCAL IMPACT

\$48,660.00 to Building Fund 21.



Chino Valley Unified School District Facilities, Planning, and Operations Division

CHANGE ORDER

| UNIFIED SCHOOL DISTRICT | | |
|---|---|--------------------------|
| | A #: 18-19-05F Change Order | ·#: 001 🔨 |
| Project Title: Reconstruction of Chino HS - Phase | 0 | |
| Owner: Chino Valley Unified School District DSA | Application #: 04-117053 DSA File # | : |
| Architect: WLC Architects | | C. 🔨 |
| The Constant is the subscription of the de the fe | lowing | |
| The Contractor is hereby authorized to do the fo | | rlinco |
| | it and pull boxes for Tesla photovoltaic powe | ¢ 00 475 00 |
| Requested By: District | Increase/Decrease amount: | ~ ~ ~ |
| Reason: Unforeseen condition: The existing lines were | in conflict with the new work at the varsity baseball field | |
| Item # 2 PCO 16: Provide temporary site powe | er requirements at the new baseball and soft | ball fields. |
| Requested By: District | Increase/Decrease amount: | |
| Reason: Unforeseen condition: Due to lead time to procu | ure the AMS modular concession bldg., temp power was | required for the fields. |
| Item # 3 PCO 25: Provide an additional undergrour | nd high voltage wire from existing switchgear to ol | d campus power loop |
| Requested By: Design Team | Increase/Decrease amount: | |
| | was specified, but underground existing system | |
| | | |
| Item # 4 | Increase/Decrease amount: | |
| Requested By: | | |
| Reason: | | |
| Original contract completion date: 3/29/19 | Original contract amount: | \$ 838,800.00 |
| Increase/Decrease of days: 0 | Increase/Decrease amount: | 48660 |
| New contract completion date: 3/29/19 | New contract amount: | \$ 887,460.00 |
| Approved by: | A M | 1 |
| Approved by: | | 6/12/10 |
| Joe Henderson DSA Inspector of Record | Sighature | Date |
| Jim DiCamillo | | 6.20.19 |
| Architect / Engineer | Signature | Date , |
| Robert Stewart | Patto | 6/12/19 |
| Construction/Project Manager | Signature / | Date |
| James Costa | La Pt | clarlig |
| CVUSD Construction Coordinator | Signature | Date |
| | C | |
| | Signature | Date |
| Martin Silveira | - FIP | 6/26/19 |
| Director, Maintenance, Operations & Construction | Signature | Date |
| # GASGORY STACHURA | FX- | 6/26/19 |
| Owner (Authorized Agent) | Signature | Date |

Chino Valley USD • Facilities, Planning, & Operations Divigion 85 2001 Siverside Drive, Chino, CA 91710 • 909-628-1202 ext. 1200

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

- **DATE:** July 18, 2019
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations Martin Silveira, Director, Maintenance, Operations, and Construction

SUBJECT: CHANGE ORDER FOR BID 18-19-10F, CATTLE ES, LITEL ES, AND OAK RIDGE ES ALTERATION PROJECT

BACKGROUND

On December 13, 2018, the Board of Education awarded Bid 18-19-10F, Cattle ES, Litel Es, and Oak Ridge ES Alteration Project to the following contractors: Bid Package 02-01, Precision Contracting; Bid Package 03-01, KAR Construction; Bid Package 06-01, Miller Construction; Bid Package 06-02, Stolo Cabinets; Bid Package 07-01, Letner Roofing; Bid Package 08-01, Construction Hardware; Bid Package 09-01, Mirage Builders; Bid Package 09-02, Continental Marble & Tile; Bid Package 09-03, CG Acoustics; Bid Package 09-04, Signature Flooring, Inc.; Bid Package 09-05, AJ Fistes Corp.; Bid Package 10-01, Bogh Engineering, Inc.; Bid Package 11-01, Kitcor Corp.; Bid Package 22-01, Empyrean Plumbing; Bid Package 32-01, Aire-Masters Air Conditioning; Bid Package 26-01, RDM Electric; and Bid Package 32-01, General Consolidated. 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 | Bid Package 06-01-Rough Carpentry- Miller Construction | \$21,164.00 |
| | Bid Amount: | |
| Revised Total Project Amount: | | \$1,383,164.00 |

The change order results in a net increase of \$21,164.00 to the construction cost and no change in contract time. The revised total project cost, including all change orders, is \$1,383,164.00. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

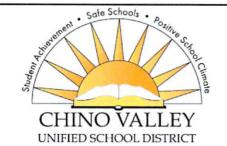
RECOMMENDATION

It is recommended the Board of Education approve the change order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project.

FISCAL IMPACT

\$21,164.00 to Building Fund 21.

NE:GJS:MS:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division 5130 Riverside Drive Chino, CA 91710 Telephone: 909.628.1202, Ext. 145 Fax: 909.548.6034

CHANGE ORDER

| DATE: <u>6/4/1</u> | 9 BID | #: 18-19-10F | CHANGE ORDER: | 001 |
|--------------------|---------------------------|-------------------------|----------------------|-------|
| PROJECT: <u>Ca</u> | ttle, Oak Ridge & Litel E | ementary School – Alter | ations | |
| DSA APPLICAT | ION #: See below | DSA FILE # | See below | |
| OWNER: | Chino Valley Unified | School District | | |
| ARCHITECT: | WLC Architects, Inc. | CONTRAC | TOR: Miller Construe | ction |

The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

Cattle Elementary School

DSA Application #A04-117035 / DSA File #36-11

| ITEM NO. I: | Description: | CCD#002R1 – Building C Revised Framing for 3x10 Ledger Conflict |
|-------------|-------------------------|--|
| | Reason: | Existing framing retrofit noted on DSA Approved CCD#002R1 that were necessary to accommodate existing conditions for glulam beam connections at Bldg C. |
| | Document Ref: | Change Order Request No. C-003R1 (PCO No. C-019) |
| | Requested by: | District |
| | Change in Contract Sum: | \$17,432.00 / ADD |
| | Time Extension: | 0 Calendar days |
| | | |
| ITEM NO. 2: | Description: | CCD#001 – Load Bearing Wall Retrofit |
| | Reason: | Framing retrofit noted on DSA Approved CCD#001 for existing wall openings and duct openings at (2) load bearing walls in Bldg C that were not properly framed. |
| | Document Ref: | Change Order Request No. C-004 (PCO No. C-012) |
| | Requested by: | District |
| | Change in Contract Sum: | \$3,732.00 / ADD |
| | Time Extension: | 0 Calendar days |

END OF CHANGE ORDER NO. 001 ITEMS

SCHOOL SITE SUMMARY

| School | Original Contract Amount | Previous Change Orders | This Change Order | Revised Amount |
|--------------|-----------------------------|---------------------------|----------------------|----------------|
| Cattle ES | \$628,000.00 | \$0.00 | \$21,164.00 | \$649,164.00 |
| Litel ES | \$440,000.00 | \$0.00 | \$ 0.00 | \$440,000.00 |
| Oak Ridge ES | \$294,000.00 | \$0.00 | \$ 0.00 | \$294,000.00 |
| Total | \$1,362,000.00 | \$0.00 | \$21,164.00 | \$1,383,164.00 |

CONTRACT SUMMARY

| The original contract amount was: | \$1,362,000.00 | |
|---|----------------|----------------|
| The contract amount will be increased/decreased by this Change Order: | | \$21,164.00 |
| The new contract amount including this change order will be: | | \$1,383,164.00 |
| The original contract completion date: 4/16/20 | | |
| The contract time will be increased/decreased by days: 0 | | |
| The date of completion as a result of this Change Order is: 4/16/20 | | |

The cumulative adjustment of the Contract Price and the Contract Time for each Change included in this Change Order represents and reflects the entire adjustment of the Contract Price and the Contract Time due Contractor for such items of Changes. The Contract Price adjustment herein for the items included in this Change Order includes without limitation, all costs for labor, materials, services and/or equipment as well as any and all costs arising out of or associated in any manner with impacts, disruptions, interference, delays or hindrances in performing or providing the Changes included in this Change Order. By executing this Change Order, Contractor acknowledges the foregoing and agrees that any rights or claims of Contractor, whether known or unknown, for costs or times associated with providing or performing the Changes included in this Change Order and not specifically reflected and included in this Change Order are waived, relinquished and released by Contractor; in connection with the foregoing, Contractor waives and releases any rights under Civil Code Section 1542 with regard to any unknown costs or additional time associated with the changes included in this Change Order.

APPROVED BY: Math Durf Vice President 6-13-19 Print Name / Title Date Miller Construction (Contractor) Sor Frank 6-5-19 Date Frank Sand / Inspector DSA Inspector of Record (Team Inspections) Hung Truong / Project Manager Construction Manager (CW Driver)

| _ | A |
|---|---------------------------------|
| C | CVUSD |
| | |
| C | Owner (authorized agent) |
| | Rooq. |
| V | WLC Architects Inc. (Architect) |
| | |

64

Samuel Sousa / Construction Coordinator, Maintenance, Operations & Construction

Greg Stachura / Assistant Superintendent, Facilities, Planning & Operations Department

Jim DiCamillo / President Print Name / Title

Date 19 6 Date

6.5-19 Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT Our Motto:

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

- **DATE:** July 18, 2019
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations Martin Silveira, Director, Maintenance, Operations, and Construction

SUBJECT: CHANGE ORDER FOR BID 18-19-27F, BRIGGS K-8 NEW SCIENCE LAB BUILDING – INTERIM HOUSING

BACKGROUND

On March 7, 2019, the Board of Education awarded Bid 18-19-27F, Briggs K-8 New Science Lab Building – Interim Housing to the following contractors: Bid Package 01, Demolition, Grading, Asphalt, Misc. to Incotechnic Inc.; Bid Package 02, Modular Building Relocation to R. Jensen Co., Inc.; and Bid Package 03, Electrical and Low Voltage Systems to Daniels Electrical Construction Co. 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 | Bid Package 02 - Modular Building Relocation - | \$8,653.69 |
| | R. Jensen Co., Inc. | |
| | Bid Amount: | \$105,000.00 |
| | Revised Total Project Amount: | \$113,653.69 |

The change order results in a net increase of \$8,653.69 to the construction cost and no change in contract time. The revised total project cost, including all change orders, is \$113,653.69. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

RECOMMENDATION

It is recommended the Board of Education approve the change order for Bid 18-19-27F, Briggs K-8 New Science Lab Building – Interim Housing.

FISCAL IMPACT

\$8,653.69 to Building Fund 21.



Chino Valley Unified School District Facilities, Planning, and Operations Division

CHANGE ORDER

| Date: June 18, 2019 | | 9-27F Change Ord | ler #: |
|---|----------------------------------|---|--|
| Project Title: Briggs K-8 New Sc Owner: Chino Valley Unified School Architect: WLC Architects, Inc. | ol District DSA Application | on #: 04-118043 DSA File | #: <u>36-11</u> (Bid Package 02) |
| | w wood foundations three (3 |) 24 x 40 portable classroom building | |
| Requested By: Chino Valley Un Reason: Cost to relocate 3 porta | bles on site versus off site. \$ | Increase/Decrease amount: 18,653.69 cost minus \$10,000.00 Allow | \$ 8,653.69 vance = \$8,653.69 net. |
| Requested By: | | Increase/Decrease amount: | ~ |
| Item # 3 Requested By: | | | |
| Item # 4 Requested By: | | | |
| Reason: Original contract completion date: Increase/Decrease of days: | August 8, 2019 0 days | Original contract amount: Increase/Decrease amount: | \$ 105,000.00 \$ 8,653.69 |
| New contract completion date: | August 8, 2019 | New contract amount: | \$ 113,653.69 |
| Approved by: <u>MANDON GENSE</u> DSA Inspector of Récord <u>JP Di CAMILLO</u> Architect / Engineer <u>MILHAEL DEVRIES</u> Construction/Project Manager <u>CVUSD</u> Construction Coordinator <u>Nobert & Jeuse</u> Contractor <u>MARTIN</u> DIA | Signatu | re Mulia alum Janua Loto but & Janson | $6 - 21 - 19$ Date $9 \cdot 20 \cdot 19$ Date $6/21/19$ Date $6/21/19$ Date $6-21-19$ Date $1/21/19$ |
| Director, Maintenance, Operations & | | | Date G 26 19 |

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

DATE: July 18, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: NOTICE OF COMPLETION FOR CUPCCAA PROJECTS

BACKGROUND

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

| CUPCCAA Project | Project Description | Contractor | Original Quotation | Change Order | Total | Funding Source |
|--------------------|---|----------------------------|-----------------------|-----------------|-------------|-------------------|
| CC2019-17 | Rhodes ES Safety & Security Intercom System Upgrade | Time & Alarm Systems | \$30,826.00 | N/A | \$30,826.00 | 21 |
| CC2019-42 | Chino Hills HS Fire Alarm Repairs | Time & Alarm Systems | \$16,971.36 | N/A | \$16,971.36 | 01 |
| CC2019-45 | Alternative Education Center Marquee Installation | Encore Image Inc. | \$30,654.18 | N/A | \$30,654.18 | 01 |
| CC2019-47 | Marshall ES Classroom Renovation | Angelo Construction | \$23,705.00 | N/A | \$23,705.00 | 25 |

Documentation indicating satisfactory completion and compliance with specifications has been obtained from: school site administrators; Cesar Portugal, Project Manager; Sam Sousa, Construction Coordinator; 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

\$47,625.54 to General Fund 01\$30,826.00 to Building Fund 21.\$23,705.00 to Capital Facilities Fund 25.

NE:GJS:pw

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

- **DATE:** July 18, 2019
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations Martin Silveira, Director, Maintenance and Operations

SUBJECT: NOTICE OF COMPLETION FOR CUPCCAA BID 18-19-19I, BRIGGS K-8 PLAYGROUND EQUIPMENT INSTALLATION

BACKGROUND

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

On January 17, 2019, the Board of Education awarded CUPCCAA Bid 18-19-19I, Briggs K-8 Playground Equipment Installation to John Buck dba J2 Builders. All contracted work was completed on April 25, 2019. Contract summary is provided below.

| CUPCCAA Bid | Project Description | Contractor | Total Contract | Change Order | Total | 5% Retention Amount | Funding Source |
|----------------|---|---------------------------------|-------------------|-----------------|-------------|---------------------------|-------------------|
| 18-19-19 | Briggs K-8 Playground Equipment Installation | John Buck dba J2 Builders | \$44,100.00 | N/A | \$44,100.00 | \$2,205.00 | 25 |

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

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Notice of Completion for CUPCCAA Bid 18-19-19I, Briggs K-8 Playground Equipment Installation.

FISCAL IMPACT

\$44,100.00 to Capital Facilities Fund 25.

NE:GJS:MS:pw

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

- **DATE:** July 18, 2019
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations Martin Silveira, Director, Maintenance and Operations

SUBJECT: NOTICE OF COMPLETION FOR CUPCCAA BID 18-19-21I, HIDDEN TRAILS ES PLAYGROUND EQUIPMENT INSTALLATION

BACKGROUND

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

On January 17, 2019, the Board of Education awarded CUPCCAA Bid 18-19-21I, Hidden Trails ES Playground Equipment Installation to John Buck dba J2 Builders. All contracted work was completed on May 19, 2019. Contract summary is provided below.

| CUPCCAA Bid | Project Description | Contractor | Total Contract | Change Order | Total | 5% Retention Amount | Funding Source |
|----------------|--|---------------------------------|-------------------|-----------------|--------------|---------------------------|-------------------|
| 18-19-211 | Hidden Trails ES Playground Equipment Installation | John Buck dba J2 Builders | \$159,900.00 | N/A | \$159,900.00 | \$7,995.00 | 25 |

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

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Notice of Completion for CUPCCAA Bid 18-19-21I, Hidden Trails ES Playground Equipment Installation.

FISCAL IMPACT

\$159,900.00 to Capital Facilities Fund 25.

NE:GJS:MS:pw

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

- **DATE:** July 18, 2019
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations Martin Silveira, Director, Maintenance and Operations

SUBJECT: NOTICE OF COMPLETION FOR CUPCCAA BID 18-19-32I, CHINO HILLS HS AND DON LUGO HS CONDENSATION LINE REPLACEMENT

BACKGROUND

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

On April 4, 2019, the Board of Education awarded CUPCCAA Bid 18-19-32I, Chino Hills HS and Don Lugo HS Condensation Line Replacement to Carver Air Conditioning. All contracted work was completed on June 14, 2019. Contract summary is provided below.

| CUPCCAA Bid | Project Description | Contractor | Total Contract | Change Order | Total | 5% Retention Amount | Funding Source |
|----------------|---|----------------------------|-------------------|-----------------|-------------|---------------------------|-------------------|
| 18-19-321 | Chino Hills HS and Don Lugo HS Condensation Line Replacement | Carver Air Conditioning | \$61,250.00 | N/A | \$61,250.00 | \$3,062.50 | 01 |

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

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Notice of Completion for CUPCCAA Bid 18-19-32I, Chino Hills HS and Don Lugo HS Condensation Line Replacement.

FISCAL IMPACT

\$61,250.00 to General Fund 01.

NE:GJS:MS:pw

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

- **DATE:** July 18, 2019
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations Martin Silveira, Director, Maintenance and Operations

SUBJECT: NOTICE OF COMPLETION FOR CUPCCAA BID 18-19-33I, ROLLING RIDGE ES PLAYGROUND EQUIPMENT INSTALLATION

BACKGROUND

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

On April 18, 2019, the Board of Education awarded CUPCCAA Bid 18-19-33I, Rolling Ridge ES Playground Equipment Installation to John Buck dba J2 Builders. All contracted work was completed on June 14, 2019. Contract summary is provided below.

| CUPCCAA Bid | Project Description | Contractor | Total Contract | Change Order | Total | 5% Retention Amount | Funding Source |
|----------------|--|---------------------------------|-------------------|-----------------|--------------|---------------------------|-------------------|
| 18-19-331 | Rolling Ridge ES Playground Equipment Installation | John Buck dba J2 Builders | \$161,100.00 | N/A | \$161,100.00 | \$8,055.00 | 21 |

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

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Notice of Completion for CUPCCAA Bid 18-19-33I, Rolling Ridge ES Playground Equipment Installation.

FISCAL IMPACT

\$161,100.00 to Building Fund 21.

NE:GJS:MS:pw

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

- **DATE:** July 18, 2019
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations Anna G. Hamilton, Director, Purchasing

SUBJECT: NOTICE OF COMPLETION FOR BID 17-18-30F, FORMER EL RANCHO ES SCHOOL NETWORK

BACKGROUND

On June 28, 2018, the Board of Education awarded Bid 17-18-30F, Former El Rancho ES School Network to Federal Technology Solutions, Inc. All contracted work was completed on September 30, 2018. Contract summary is provided below.

| Original Bid Amount | Approved Change Orders | Total Contract | 5% Retention Amount |
|---------------------|------------------------|-----------------------|---------------------|
| \$768,552.90 | N/A | \$768,552.90 | \$38,427.65 |

Documentation indicating satisfactory completion and compliance with specification has been obtained from Maggie Bunten, Director, Technology; and Martin Silveira, Director, Maintenance, Operations, and Construction.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Notice of Completion for Bid 17-18-30F, Former El Rancho ES School Network.

FISCAL IMPACT

\$768,552.90 to Building Fund 21.

NE:GJS:AGH:pw

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

- **DATE:** July 18, 2019
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations Martin Silveira, Director, Maintenance and Operations

SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR CUPCCAA BID 18-19-20I, NEWMAN ES PLAYGROUND EQUIPMENT INSTALLATION

BACKGROUND

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

On January 17, 2019, the Board of Education awarded CUPCCAA Bid 18-19-20I, Newman ES Playground Equipment Installation to John Buck dba J2 Builders. All contracted work was completed on June 4, 2019. Contract summary is provided below.

| CUPCCAA Bid | Project Description | Contractor | Total Contract | Change Order | Total | 5% Retention Amount | Funding Source |
|----------------|---|-------------------------------------|-------------------|-----------------|-------------|---------------------------|-------------------|
| 18-19-20 | Newman ES Playground Equipment Installation | John Buck dba J2 Builders. | \$81,200.00 | \$2,000.00 | \$83,200.00 | \$4,160.00 | 25 |

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

Staff recommends approval of the Change Order and Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder. Approval of this item supports the goals identified within the District's Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the change order and Notice of Completion for CUPCCAA Bid 18-19-20I, Newman ES Playground Equipment Installation.

FISCAL IMPACT

\$83,200.00 to Capital Facilities Fund 25.

NE:GJS:MS:pw



Chino Valley Unified School District Facilities, Planning, and Operations Division

CHANGE ORDER

| Date: 05/20/2019 BID /CUPCCAA | | #: <u>CO#1</u> |
|--|--|------------------------|
| Project Title: Newman ES Playground Equipment I | | |
| Owner: Chino Valley Unified School District DSA A | | |
| Architect: N/A | Contractor: John Buck dba J2 Bui | Iders < |
| The Contractor is hereby authorized to do the foll | lowing: | |
| | ound. Drill and install rebar dowels into existing and pla | ce rebar reenforcement |
| Requested By: District Project Manager | Increase/Decrease amount: | \$ 2,000.00 |
| Reason: Portion of sidewalk was unsafe for stude | ents and staff, it needed to be replaced. | |
| Item # 2 | | |
| Requested By: | Increase/Decrease amount: | |
| Reason: | | |
| Item # 3 | | |
| Requested By: | Increase/Decrease amount: | |
| Reason: | | |
| Item # 4 | | -1 |
| Requested By: | Increase/Decrease amount: | |
| Reason: | | |
| Original contract completion date: 5/17/2019 | Original contract amount: | \$ 81,200.00 |
| Increase/Decrease of days: 0 | Increase/Decrease amount: | \$ 2,000.00 |
| New contract completion date: 5/17/2019 | New contract amount: | \$ 83,200.00 |
| Approved by: | | |
| N/A | | |
| DSA Inspector of Record | Signature | Date |
| N/A | | |
| Architect / Engineer | Signature | Date |
| N/A | | 3 |
| Construction/Project Manager | Signature | Date |
| N/A | | |
| CVUSD Construction Coordinator | Signature | Date |
| | Signature | 5-29.299 |
| CVUSD Project Manager Martin Silveira | Signature D D | Date 5-/29/2019 |
| Director, Maintenance, Operations & Construction | | 2/27/2019 |

Greg Stachura

Owner (Authorized Agent)

ed Agent) Signature / / / / [Chino Valley USD • Facilities, Planning, & Operations Division • 5130 Riverside Drive, Chino, CA 91710 • 909-628-1202 ext. 1200 301

Date

115

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

- **DATE:** July 18, 2019
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations Martin Silveira, Director, Maintenance and Operations

SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR CUPCCAA BID 18-19-31I, TRANSPORTATION DEPARTMENT RESTROOM RENOVATION (REBID)

BACKGROUND

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

On March 21, 2019, the Board of Education awarded CUPCCAA Bid 18-19-31I, Transportation Department Restroom Renovation (Rebid) to Angelo Construction. All contracted work was completed on June 3, 2019 Contract summary is provided below.

| CUPCCAA Bid | Project Description | Contractor | Total Contract | Change Order | Total | 5% Retention Amount | Funding Source |
|----------------|---|------------------------|-------------------|-----------------|-------------|---------------------------|-------------------|
| 18-19-311 | Transportation Department Restroom Renovation (Rebid) | Angelo Construction | \$82,114.00 | \$3,500.00 | \$85,614.00 | \$4,280.70 | 25 |

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

Staff recommends approval of the Change Order and Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder. Approval of this item supports the goals identified within the District's Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the change order and Notice of Completion for CUPCCAA Bid 18-19-31I, Transportation Department Restroom Renovation (Rebid).

FISCAL IMPACT

\$85,614.00 to RDA Fund 25.

NE:GJS:MS:pw



Chino Valley Unified School District Facilities, Planning, and Operations Division

CHANGE ORDER

| Date: June 26, 2019 BID/ CUPCCAA #: | 18-19-31I Change Order # | : 1 |
|---|---|-------------------------------------|
| Project Title: Transportation Department Restroom | • | |
| Owner: <u>Chino Valley Unified School District</u> DSA Appl Architect: | ication #: DSA File #: | |
| The Contractor is hereby authorized to do the follow | | RECTORE MOTION DATA MACHINE COMPANY |
| Proposal to install epoxy flooring in hallwa Item #1 to adjacent work. | ay approximately 150 sq. ft. and 50 lin. Ft. of | cove base next |
| Requested By: _Chino Valley Unified School District | Increase/Decrease amount: | \$3,500.00 |
| Reason: To address failure in the existing. | | |
| Item # 2 | | |
| Requested By: | | |
| Reason: | | |
| Item # 3 | | |
| Requested By: | | |
| Reason: | | |
| Original contract completion date: June 3 | , 2019 Original contract amount: | \$82,114.00 |
| Increase/Decrease of days: | Increase/Decrease amount: | \$3,500.00 |
| New contract completion date: June 3 | , 2019 New contract amount: | \$85,614.00 |
| Approved by: | | |
| NA | | |
| DSA Inspector of Record | Signature | Date |
| NA | | |
| Architect / Engineer | Signature Cuele | Date 7-1-19 |
| Angelo Construction Construction/Project Manager | Signature | Date |
| NA | elghatare | 2.000 |
| CVUSD Construction Coordinator | Signature | Date |
| Jonathan Campbell | | 6/27/2019 |
| CVUSD Project Manager | Signature | Date |
| Martin Silveira | | 6/20/19 |
| Director, Maintenance, Operations & Construction Greg Stachura | Signature | Date 6/30/19 |
| Owner (Authorized Agent) | Signature | Date |
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CHINO VALLEY UNIFIED SCHOOL DISTRICT Our Motto: Student Achievement • Safe Schools • Positive School Climate Humility • Civility • Service

DATE: July 18, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: ADJUSTMENT TO FACILITIES USE FEE SCHEDULE

BACKGROUND

On June 18, 2009, the Board of Education approved the current fee schedule for the use of District facilities. Since that date, there have been no further adjustments or increases to the fee schedule, yet the cost of utilities, wear and tear and hourly personnel rates have increased annually.

The fee schedule is comprised of Direct Costs (non-profit organizations), Fair Market Value Rental Rates (for-profit organizations) and hourly personnel rates. The attached, proposed fee schedule indicates the current fees and the increased fees to both Direct Costs and Fair Market Value Rental Rates and hourly personnel rates.

A survey of ten surrounding school districts that charge facilities use fees indicated that some of the current District's rates were substantially lower than the comparison school districts. Therefore, it is recommended, that those rates be increased accordingly.

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

RECOMMENDATION

It is recommended the Board of Education approve the Adjustment to Facilities Use Fee Schedule.

FISCAL IMPACT

Estimated General Fund cost offset of \$139,355.00 annually.

NE:GJS:pw

| FACILITIES CATEGORY | | T RATES | | SED RATES |
|---|-------------|-------------|-------------|-------------|
| | Direct Cost | Fair Rental | Direct Cost | Fair Rental |
| | Hourly | Hourly | Hourly | Hourly |
| Gymnasium, High School ¹ | \$20 | \$311 | \$40 | \$311 |
| Small Gymnasium HS/JHS/K-8 ¹ | \$20 | \$311 | \$40 | \$311 |
| Multi-Purpose Room (MPR) HS/JHS/ES ¹ | \$16 | \$156 | \$32 | \$156 |
| Kitchen HS/JHS/ES ¹ | \$20 | \$186 | \$40 | \$186 |
| Performing Arts Theater ¹ | \$20 | \$92 | \$55 | \$300 |
| Classroom (Vacant) ¹ | \$14 | \$92 | \$28 | \$92 |
| Faculty Lounge ¹ | \$14 | \$92 | \$28 | \$92 |
| Library ¹ | \$14 | \$92 | \$30 | \$92 |
| Conference Room ¹ | \$14 | \$92 | \$28 | \$92 |
| Professional Development Center Meeting Room ¹ | \$14 | \$92 | \$50 | \$110 |
| Board Room ¹ | \$16 | \$122 | \$32 | \$122 |
| Tennis Courts (with lights) | \$16 | \$20 | \$32 | \$50 |
| Stadium Track, Field, Bleachers, Restrooms (no lights) | \$30 | \$255 | \$50 | \$255 |
| Stadium Track, Field, Bleachers, Restrooms (with lights) | \$60 | \$300 | \$120 | \$315 |
| Varsity Baseball Field | \$60 | \$311 | \$60 | \$311 |
| Swimming Pool ^{2,3} | \$50 | \$140 | \$87 | \$175 |
| Locker Room ¹ | \$20 | \$45 | \$20 | \$60 |
| Concession Stand & Restrooms | \$20 | \$45 | \$20 | \$60 |
| Student Restrooms | \$10/Day | \$20/Day | \$30/Day | \$60/Day |
| Parking Lot | \$10/Day | \$20/Day | \$30/Day | \$60/Day |
| Outside Courts | \$10/Day | \$20/Day | \$30/Day | \$60/Day |
| Quad Lunch Shelter | \$10/Day | \$20/Day | \$30/Day | \$60/Day |
| Natural Turf Field Use, Per Group, Per Site | Per Year | | Per Month | Per Day |
| 1 Time Use of Field | \$0 | | \$0 | \$150 |
| 2 - 10 Times | \$40 | | \$7 | N/A |
| 11 - 50 Times | \$60 | | \$10 | N/A |
| 51+ Times | \$100 | | \$17 | N/A |

CURRENT AND PROPOSED FACILITIES USE FEE SCHEDULE

Direct cost rates will be charged to non-profit (IRS 501c3) organizations granted facility use under the Civic Center Act. Direct cost rates include a utility charge and supply fee. Personnel fees are in addition to these fees.

Fair rental value rates will be charged to for-profit organizations using school facilities or grounds for entertainment or meetings where admission is charged, or contributions solicited, and net receipts are not to expended for the welfare of CVUSD students. Rates include one (1) custodial hour at the hourly rate. Additional personnel time will be charged per the current employee salary schedule. Established rates are a minimum of three (3) hours on weekends, holidays and after 5:00 p.m. One (1) hour minimum rate will be charged for use between the hours of 8:00 a.m. - 5:00 p.m. during a regular school day.

¹ Includes restrooms

² Includes pool restrooms & locker rooms

³Swimming Pool Use Qualified adult personnel trained in appropriate Red Cross CPR and lifeguard procedures shall always be present during the scheduled swimming pool use time. In the event of fecal pool contamination by a user group participant, a super-chlorination and cleaning fee of \$360.00 will be applied to the facility use fee and the pool will be closed for 24 hours minimum with no refunds for lost swim/event time.

Custodial service is required the entire duration when District facilities are in use. The District shall determine the need for additional personnel depending on the nature of the activities. The cost of services rendered by District personnel is the responsibility of the user organization.

Security personnel is required the entire duration when District facilities are used for events when attendance exceeds 500 or more. The District shall determine the need for additional personnel depending on the nature of the activities. The cost of services rendered by District personnel is the responsibility of the user organization.

| Personnel | Current Hourly | Proposed Hourly |
|--------------------------------------|----------------|-----------------|
| | Rate | Rate |
| Custodial | \$35.00 | \$40.00 |
| Maintenance/Grounds | \$42.00 | \$47.00 |
| Electronics Technician | \$56.00 | \$61.00 |
| Food Service Worker (3-hour minimum) | \$27.00 | \$32.00 |
| Security | \$35.00 | \$40.00 |
| Maintenance & Operations Supervisors | \$40.00 | \$50.00 |

PERSONNEL SERVICES

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

DATE: July 18, 2019

- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

SUBJECT: LICENSE AGREEMENT BETWEEN CHINO VALLEY UNIFIED SCHOOL DISTRICT AND SPECTRUM CENTER, INC. FOR THE USE OF REAL PROPERTY FOR THE 2019/2020 SCHOOL YEAR

BACKGROUND

The Chino Valley Unified School District, with the approval of the Board of Education, will continue the license agreement with Spectrum Center, Inc. for the 2019/2020 school year. The license grants a non-exclusive use of facilities for the purpose of operating a California certified private nonpublic school program. Spectrum Center, Inc. will provide a nonpublic school for students at the Alternative Education Center in Rooms 14, 15, 16, 17, 18, and 32.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the license agreement between Chino Valley Unified School District and Spectrum Center, Inc. for the use of real property for the 2019/2020 school year.

FISCAL IMPACT

\$1,143.35 charged to Spectrum Center, Inc. per classroom per month.

NE:GJS:pw

LICENSE AGREEMENT BETWEEN

CHINO VALLEY UNIFIED SCHOOL DISTRICT

AND

SPECTRUM CENTER, INC.

FOR THE USE OF REAL PROPERTY

THIS LICENSE AGREEMENT ("License" or "Agreement") is approved and entered into as of this _____ day of June, 2019 ("Effective Date"), by and between the CHINO VALLEY UNIFIED SCHOOL DISTRICT, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (the "LICENSOR") and SPECTRUM CENTER, INC. a California Nonpublic Nonsectarian Certified School (the "LICENSEE"). LICENSOR and LICENSEE may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

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

WHEREAS, LICENSEE desires use of a portion of the AEC Property for operating its private nonpublic school program; and

WHEREAS, LICENSOR is willing to grant to LICENSEE this License for exclusive use of Classrooms 14, 15, 16, 17, 18 and 32 ("Exclusive Use Facilities") at the AEC Property as well as shared use of the Multi-Purpose Room/Cafeteria, Kitchen, Staff Lounge, Athletic Fields, Paved Play-Space/Basketball Courts, Upper Playground, Restrooms in Buildings A, C, and G, sixty-nine (69) parking spaces, Covered Drop-off/ Pick-up area, and Common Hallways ("Shared Use Facilities") at the AEC Property in accordance with the terms and conditions of this License;

WHEREAS, the Parties desire by this License to provide for the terms and conditions for the use of the AEC Property.

AGREEMENT

NOW, THEREFORE, the parties hereto for good and valuable consideration, covenant and agree as follows:

Section 1. <u>Grant of License and Use of Shared and Exclusive Use</u> <u>Facilities</u>.

(a) In consideration of the License Fee set forth in this Agreement, LICENSOR grants a non-exclusive license to LICENSEE to use Classrooms 14, 15, 16, 17, 18 and 32("Exclusive Use Facilities") at the AEC Property, as designated in **Exhibit B**, as well as shared use of the Multi-Purpose Room/Cafeteria, Kitchen, Staff Lounge, Athletic Fields, Paved Play-Space/Basketball Courts, Upper Playground, Restrooms in Buildings A, C, and G, Sixty-Nine (69) Parking Spaces in Front Parking Lot, Covered Drop-off/Pick-up area, and Common Hallways ("Shared Use Facilities") at the AEC Property, as designated in **Exhibit B**, for the sole purpose of operating LICENSEE's private nonpublic school program ("Program").

Section 2. <u>License Fee</u>

(a) License Fee. LICENSEE shall pay a fee of Five Thousand Seven Hundred Sixteen Dollars and Seventy Five Cents (\$5,716.75) per month, for six (6) classrooms at rate of One Thousand One Hundred Forty-Three Dollars and Thirty Five Cents (\$1,143.35) per classroom, as a License Fee for the use of the Shared Use Facilities and all the Exclusive Use Facilities. The first payment of \$6860.10 is due upon execution of this Agreement and subsequent payments are due on or before the first of each month. If LICENSOR does not receive any such monthly payment of the License Fee or any other sum due from LICENSEE by 4:00 p.m. within ten (10) business days after such amount is due, LICENSEE shall pay to LICENSOR, as an additional License Fee, a late charge equal to ten percent (10%) of such overdue amount. LICENSEE acknowledges any late charge assessed shall represent a fair and reasonable estimate of the costs LICENSOR will incur by reason of late payment by LICENSEE. Acceptance of late sums by LICENSOR shall in no event constitute a waiver of LICENSEE's default with respect to any overdue amount, nor prevent LICENSOR from exercising any of its other rights and remedies granted hereunder.

(b) <u>Additional Classrooms</u>. LICENSEE will be charged One Thousand One Hundred Forty Three Dollars and Thirty Five Cents (\$1,143.35) per month for each exclusive use additional classroom added to the Facilities during the one-year Term of this Agreement.

(c) **Disputes**. If LICENSEE disputes any part of the License Fee, LICENSEE shall pay the undisputed portion per the terms provided in Section 2(a) above. LICENSOR and LICENSEE agree the first attempt to resolve the dispute is that LICENSEE shall prepare and send to LICENSOR a written notice of dispute of the License Fee with the following information (1) a statement of facts of the dispute and (2) specific resolution sought by LICENSEE, and within thirty (30) business days from receipt of the notice of dispute. LICENSOR's representatives shall prepare and send a written response to the dispute. If LICENSEE finds LICENSOR's written response agreeable, LICENSEE shall prepare and send a written notice indicating the dispute has been resolved. If LICENSEE disagrees with LICENSOR's written response, LICENSEE shall prepare a written request to informally meet with LICENSOR representatives to resolve the dispute until the dispute has been resolved. Upon resolving the dispute, LICENSEE shall pay LICENSOR the disputed part of the License Fee within three (3) business days.

Section 3. Term

(a) Subject to Section 10 of this License, the term of this License shall be one (1) year ("Term"), unless mutually extended in writing by both parties.

(b) The commencement date shall be July 1, 2019 and unless sooner terminated under any provision hereof, this License shall end on June 30, 2020.

Section 4. <u>Conditions of Licensee's Use</u>

(a) <u>**Civic Center Act.**</u> LICENSEE shall have use of the Shared Use Facilities and the Exclusive Use Facilities for the operation of its Program during its regular school hours; provided, however that after 4:00 PM during each week and all day on weekends and holidays, the AEC Property shall be subject to use by the public pursuant to the Civic Center Act (Education Code section 38130 *et seq.*) and/or any joint use or recreational program use that has been deemed appropriate by LICENSOR.

(b) <u>Non-Interference with LICENSOR Activities</u>. This License shall not grant LICENSEE the right to interfere with any activities of LICENSOR at the AEC Property. LICENSEE agrees that it will not engage in any conduct which has the purpose or effect of disrupting or undermining the operation of current programs' use of the AEC Property including the Alternative Education Center, the Chino Valley Learning Academy, the Hope Family Resource Center, and the Sycamore Academy of Science and Cultural Arts-Chino Valley charter school.

(c) <u>Rules of Conduct</u>. LICENSEE shall be responsible for implementing rules of public conduct for all students, staff, parent volunteers, and other invitees while on the AEC Property and for ensuring all of LICENSEE's students, staff, parent volunteers, and all other invitees adhere at all times to LICENSEE's standards of public conduct. There is to be no consumption of intoxicating beverages or other controlled substances, smoking, gambling, quarreling, fighting, use of profane language, or indecent exposure on or near the AEC Property. LICENSEE shall ensure its staff, volunteers, and visitors wear identification badges with the word "Spectrum" in a prominent font color and type at all times during LICENSEE's use of the Shared Use Facilities.

(d) <u>Supervision and Safety</u>. It shall be the ongoing responsibility of LICENSEE to make continuing efforts to maintain control and supervision of all its students, staff, parent volunteers and other invitees at all times. LICENSEE shall employ staff as may be reasonably necessary to safely operate LICENSEE's Program. All LICENSEE students at the AEC Property shall be accompanied by a LICENSEE employee at all times. LICENSEE shall designate one or more representatives at the AEC Property to be a person of authority in LICENSEE's operational structure and shall ensure that at least one such representative is present and available at the AEC Property during all hours of Program operations. LICENSEE shall complete the requested 24-hour contact information in **Exhibit C**, and return to LICENSOR by July 1, 2019.

(e) <u>Security; Locks – Keying and Access Authorization</u>. LICENSEE and LICENSOR acknowledge that LICENSOR is responsible for ensuring the security of the AEC Property through security systems and devices, including, but not limited to locks and gates. LICENSEE is required at all times to maintain the security of the AEC Property by the proper use of all of LICENSOR's security systems. LICENSOR shall retain sole discretion and authority to determine lock style, types of gates, and key/code authorizations at the AEC Property and LICENSEE's Shared Use Facilities and Exclusive Use Facilities. LICENSOR shall provide LICENSEE with one or more set of keys necessary to access the AEC Property, the Shared Use Facilities and Exclusive Use Facilities. Prior to the handing over of any keys to LICENSEE, LICENSEE shall deposit with LICENSOR \$500.00 for each set of keys it is provided with. LICENSOR shall return the deposit, less any costs for lost keys, to the LICENSEE within ten (10) business days of termination of the Agreement. LICENSOR may require that LICENSEE return all keys issued to LICENSEE at any time.

(f) <u>Utilities</u>. LICENSEE shall be responsible for payment of utility services costs during LICENSEE's use of the Shared Use Facilities and the Exclusive Use Facilities during the Term. LICENSOR shall secure all necessary utility services (such as water, sewer, power, gas, pest management and insect control, security monitoring/alarm, fire extinguisher maintenance, etc.) and bill LICENSEE monthly for its proportionate share of utility services in the amount of \$1.88 per square foot. The utility services bill is in addition to the monthly license rate of \$1,143.35 per classroom. Said invoice shall itemize LICENSEE's share of the total costs of utility services. LICENSEE shall promptly pay to LICENSOR its share of such utility costs within thirty (30) business days of receipt of such invoice from LICENSOR. LICENSEE shall also be invoiced at the rate of \$20.00 per student per year for access to LICENSOR's data lines which provide Internet service. LICENSEE shall secure phone services at its own cost.

(g) <u>Access/Scheduling</u>. LICENSEE will have access to its Exclusive Use Facilities between 6:00 a.m. and 6:00 p.m. on Monday through Friday, and may use Shared Use Facilities during designated times. A proposed daily schedule for LICENSEE's use of Shared Use Facilities is attached as **Exhibit D**. LICENSEE may request use of Shared Use Facilities outside of the designated times by submitting a written request to the LICENSOR at least seven (7) business days in advance of the proposed use. LICENSOR may allow or deny such request at its sole discretion.

(h) <u>Schedule of Use for Shared Use Facilities</u>. LICENSOR will confer in good faith with LICENSEE to reach a mutually acceptable schedule for LICENSEE's use of Shared Use Facilities after execution of this Agreement. The proposed schedule in **Exhibit D** for Shared Use Facilities is subject to change based on the LICENSOR's Alternative Education Center program use of Shared Use Facilities and the Sycamore Academy of Science and Cultural Arts-Chino Valley charter school's use of Shared Use Facilities during the 2019-2020 school year. Once a schedule of use for Shared Use Facilities is approved by LICENSOR after execution of this Agreement, LICENSEE shall maintain a copy of the schedule of use for Shared Use Facilities in LICENSEE's office within LICENSEE's Exclusive Use Facilities, and LICENSOR shall maintain a copy of the Shared Use Facilities schedule in LICENSOR's Alternative Education Center's office. (i) <u>Conditions for Shared Use Facilities</u>. LICENSEE shall be responsible for ensuring that all Shared Use Facilities remain clean, in good condition, and in working order after each scheduled use. LICENSEE shall not at any time allow its students, parents, volunteers, or visitors to occupy any part of the Shared Use Facilities without a LICENSEE employee present to supervise. LICENSEE shall not allow its students, employees, volunteers, parents, or visitors to access any portion of the AEC Property that is not specifically allocated for LICENSEE's shared use in this Agreement.

- 1. <u>Upper Playground</u>. LICENSOR shall allow LICENSEE shared use of the Upper Playground but only during designated times. LICENSEE shall ensure student safety at all times when using the Upper Playground, including if applicable, monkey bars, rings, or ladders.
- <u>Athletic Fields</u>. LICENSOR shall allow LICENSEE shared use of the Athletic Fields during the specified times as provided for in Exhibit D. LICENSEE shall not remove any of LICENSOR's athletic field equipment from the Athletic Fields.
- Paved Play-Space/Basketball Courts. LICENSOR shall allow LICENSEE shared use of the Paved Play-Space/Basketball Courts during the specified times as provided for in Exhibit D. LICENSEE shall not remove any of LICENSOR's play-space equipment from the Paved Play-Space/Basketball Courts.
- 4. <u>Sixty-Nine (69) Parking Spaces in Front Parking Lot</u>. LICENSOR shall allow LICENSEE shared use of the Sixty-Nine (69) Parking Spaces in the Front Parking Lot. LICENSEE agrees that it will not at any time reserve spaces in the Front Parking Lot for LICENSEE's exclusive use. LICENSEE shall not abandon any inoperative vehicles or equipment on any portion of the Front Parking Lot.
- 5. <u>Restrooms in Buildings A, C, and G</u>. LICENSOR shall allow LICENSEE shared use of Restrooms in Buildings A, C, and G. LICENSEE shall immediately report to the Director of Alternative Education Center or his or her designee any unsanitary or unsafe conditions any LICENSEE employees observe in these Restrooms during school hours.
- 6. <u>Covered Drop-off/Pick-up</u>. LICENSOR shall allow LICENSEE shared use of the Covered Drop-off/Pick-up area, located in between Buildings D and G in the Front Parking Lot, only during designated times as provided for in **Exhibit D**. LICENSEE agrees that it will instruct all parents and guardians that once parents and guardians enter the Front Parking Lot from Pipeline Ave, students will only be dropped-off and picked-up at the Covered Drop-Off/Pick-Up Area. LICENSEE agrees that it will ensure its

employees supervise all of LICENSEE's students at all times during drop-off and pick-up at the designated area and at designated times.

7. <u>Common Hallways</u>. LICENSOR shall allow LICENSEE students shared use of the Common Hallways, but only to the extent necessary, for ingress and egress to Shared Use Facilities described above, and only when supervised at all times by a LICENSEE employee.

(j) <u>Conditions for Exclusive Use Facilities</u>. LICENSEE shall be responsible for ensuring that all Exclusive Use Facilities (Classrooms 14, 15, 16, 17, and 18) remain in good condition, clean, and in working order during LICENSEE's use.

(k) <u>School Hours; Holiday/Break Schedule</u>. LICENSEE shall complete the requested school hours and holiday/break schedule in **Exhibit C** and provide LICENSOR with the requested information after execution of this Agreement on or before July 1, 2019. If there are any changes to LICENSEE's school hours and/or its holiday/break schedule, LICENSEE shall provide the new hours and/or its holiday/break schedule, CICENSEE shall provide the new hours and/or its holiday/break schedule within seven (7) business days to LICENSOR.

(I) <u>Meetings</u>. LICENSEE may submit a written request for a meeting with the Director of Alternative Education Center as necessary to discuss scheduling, calendaring, upcoming events and/or any other operational issues that may arise with LICENSEE's shared use space. When an emergency arises that involves LICENSEE students' use of Shared Use Facilities, LICENSEE may contact the Director of Alternative Education Center by phone and/or submit a written request for an emergency meeting by email.

(m) <u>Entrance to Facilities</u>. LICENSEE shall be responsible for ensuring all of its students, parents, volunteers, and visitors utilize one main gate for entry and exit to LICENSEE's Exclusive Use Facilities from the Front Parking Lot, depicted with a "Y" as LICENSEE's Main Entrance and Exit in **Exhibit B**.

(n) <u>Emergency Procedures/Drills</u>. LICENSOR shall provide LICENSEE with LICENSOR's emergency, evacuation, and security procedures to be followed at all times by LICENSEE on all areas of the AEC Property. LICENSEE's site supervisor shall meet with the Director of Alternative Education during August 2019 to identify and discuss dates throughout the year for emergency procedures/ drills. LICENSEE employees and students shall cooperate with and participate in all LICENSOR's lockdowns, emergency drills, and fire drills required by LICENSOR at the AEC Property.

(o) <u>Student Discipline</u>. The Director of Alternative Education will collaborate with Spectrum Center site supervisor to resolve student disciplinary issues that involve students and/or property of LICENSEE and LICENSOR, the Alternative Education Center, the Chino Valley Learning Academy, and the Sycamore Academy of Science and Cultural Arts-Chino Valley charter school, according to LICENSOR's Board

Policies and Administrative Regulations regarding student discipline. LICENSEE shall not contact Sycamore Academy of Science and Cultural Arts-Chino Valley charter school representatives regarding student discipline issues. LICENSOR shall have no legal responsibility at any time for the control or the discipline of any of LICENSEE's students.

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

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

(r) <u>Alterations, Additions, and Improvements</u>. LICENSEE shall have no right to make any alterations and additions to the Shared Use Facilities and the Exclusive Use Facilities at the AEC Property, or to construct or install any improvements to the Shared Use Facilities and the Exclusive Use Facilities at the AEC Property without receiving the prior written consent of the LICENSOR, and if required, the Division of the State Architect ("DSA"). Unless otherwise specified in this Agreement, such written consent shall be obtained exclusively from the LICENSOR's Superintendent or designated representative, and consent obtained from any other source shall be invalid. LICENSOR's approval of any alterations, additions, and improvements, including the construction schedule and work hours, shall be at the LICENSOR's sole and absolute discretion. LICENSOR shall not be required by LICENSEE to make any alterations or improvements to the AEC Property or to the LICENSEE's Shared or Exclusive Use Facilities during the term of this Agreement.

Assumption of Risk. LICENSEE acknowledges and agrees that by (s) LICENSEE's use of the AEC Property, LICENSEE assumes all risk of loss or damage to property, including, without limitation, property damage, and all risk of personal injury, including but not limited to death, attributable to any cause other than the gross negligence or unlawful conduct of LICENSOR. LICENSEE further agrees that it is familiar with the condition of the AEC Property and the suitability of the AEC Property for LICENSEE's intended use and knowingly accepts the AEC Property on an "AS-IS" "WHERE-IS" basis. The Shared Use Facilities and the Exclusive Use Facilities are provided in as-is condition and LICENSOR makes no representation or warranty of any kind regarding the condition of the Facilities. LICENSEE forever releases LICENSOR, its agents, directors, officers or employees from and against any and all of LICENSEE's claims, causes of action, liabilities and expenses arising out of or relating to any such loss, damage, or injury. LICENSOR, its agents, directors, officers or employees shall not be responsible or liable for loss or damages by reason of fire, theft, collision or any other cause to parked vehicles or their contents, provided no unlawful act of LICENSOR or its employees resulted in the loss or damages. This is a license. No bailment is created. LICENSOR's employees are not authorized to change, or accept changes to, the terms contained herein.

(t) <u>Access</u>. LICENSEE shall permit LICENSOR, its agents, representatives or employees, to enter upon LICENSEE's Exclusive Use Facilities as agreed herein for the purpose of inspecting same or to make repairs, alterations, or additions to any portion of the AEC Property. LICENSEE shall attempt to give reasonable notice where practicable but shall not be obligated to do so in the event of emergency or imminent threat to health or safety of occupants, or circumstances that risk further imminent damage or destruction to the AEC Property, or jeopardize the operation of the AEC Property including, but not limited to, the safety and sanitary condition of the AEC Property.

(u) <u>Program Costs/Supplies/Equipment</u>. All LICENSEE program costs, supplies, furniture, and/or equipment shall be the sole cost and responsibility of LICENSEE. Upon termination of this Agreement, LICENSEE shall remove all of LICENSEE's supplies, furniture, and/or equipment from the AEC Property at no cost to LICENSOR.

(v) <u>Signs</u>. LICENSEE shall not have the right to place, construct or maintain any sign, advertisement, awning, banner, or other external decorations on the buildings or other improvements that are a part of the AEC Property without LICENSOR's prior written consent, which consent may be withheld or conditioned at LICENSOR's discretion.

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

Section 5. Insurance

(a) <u>Public Liability and Property Insurance</u>. LICENSEE agrees to maintain in full force and effect during the Term of the License a suitable policy or policies of public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with LICENSEE's use of the Shared Use Facilities and the Exclusive Use Facilities. Such insurance shall be in amounts not less than one million (\$1,000,000) per occurrence; three million (\$3,000,000) for general aggregate and one million (\$1,000,000) for property damage.

(b) <u>Automobile Liability</u>. LICENSEE also agrees to maintain in full force and effect with regard to any LICENSEE owned vehicles which LICENSEE brings onto the AEC Property a policy for all owned, non-owned, borrowed, leased or hired automobiles in an amount not less than one million (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including: blanket contractual, broad form property damage, products/completed operations; and personal injury during the Term of the License.

(c) <u>Workers' Compensation</u>. LICENSEE shall also maintain, in full force and effect during the Term of this License, Workers' Compensation Insurance in accordance with the laws of California, and employers' liability insurance with a limit of not less than one million (\$1,000,000) per employee and one million (\$1,000,000) per occurrence.

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

(e) <u>Insurance Endorsements</u>. Concurrent with the execution of the License and prior to any use by LICENSEE of the Shared Use Facilities and the Exclusive Use Facilities, LICENSEE will provide LICENSOR with an endorsement(s) verifying such insurance and the terms described herein. LICENSEE shall not be allowed any use of the Shared Use Facilities and the Exclusive Use Facilities until it has provided all required insurance documentation to LICENSOR.

(f) <u>Expiration/Cancellation of Insurance Policies</u>. LICENSEE shall, at least twenty (20) business days prior to the expiration of all such policies, furnish LICENSOR with renewals or binders. No such policy shall be cancelled or subject to reduction of coverage or other modification or cancellation except after thirty (30) business days prior written notice to LICENSOR by the insurer.

(g) <u>Coverage</u>. LICENSEE shall maintain applicable insurance based upon coverage for the number of persons employed by LICENSEE. LICENSEE shall

provide LICENSOR with written notice of the number of employees that LICENSEE's insurance covers and the number of employees employed by LICENSEE at the AEC property quarterly on September 30, 2019, December 30, 2019, March 31, 2020, and May 30, 2020.

(h) <u>Additional Coverage</u>. LICENSOR may, at its discretion, require additional insurance coverage or additional limits based upon the nature of LICENSEE's activities. Any waiver or modification of these insurance requirements can only be made with the prior written approval of the CVUSD Superintendent or designee.

(i) <u>Waiver of Subrogation</u>. LICENSOR and LICENSEE each hereby waive any and all rights of recovery against the other or against the officers, employees, agents, and representatives of the other, on account of loss or damage occasioned to such waiving Party or its property or the property of others under its control to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of such loss or damage. LICENSEE shall, upon obtaining the policies of insurance required under this Agreement, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Agreement.

Section 6. Indemnification

LICENSEE's Indemnification of LICENSOR. With the exception of (a) any liability, claims, or damages caused by the negligence or willful misconduct of the LICENSOR, LICENSEE shall ("Indemnifying Party") indemnify, hold harmless and defend, release and protect the District as LICENSOR, its affiliates, successors and assigns, and its officers, board members, employees, and agents ("Indemnified Party" or "Indemnified Parties") against and from any and all claims, demands, actions, causes of action, suits, losses, liabilities, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorneys' fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Indemnified Party or Indemnified Parties that may be asserted or claimed by any person, firm, or entity for any injury, death or damage to any person or property occurring in, on or about the AEC Property arising from, or in connection with (a) LICENSEE's use of the shared or exclusive use space at the AEC Property including without limitation, the operation of LICENSEE's program, or (b) in connection with the operation of LICENSEE's Program at the AEC Property, including without limiting the generality of the foregoing:

- 1. Any default by LICENSEE in the observance or performance of any of the terms, covenants, or conditions of this Agreement on LICENSEE's part to be observed or performed;
- 2. The use or occupancy of the shared or exclusive use space at the AEC Property by LICENSEE or any person claiming by, through or under LICENSEE or LICENSEE's employees, agents, representatives, contractors, directors, officers, partners, trustees, volunteers, visitors or invitees, successors and/or assigns or any such person in, on or about the AEC Property

either prior to, during, or after the expiration of the Term of this Agreement ("Liability" or "Liabilities"); and

3. Any claim by a third party that LICENSOR is responsible for any actions of LICENSEE in connection with any use of the AEC Property or in any way related to this Agreement.

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

(b) LICENSOR's Indemnification of LICENSEE. With the exception of any liability, claims, or damages caused by the negligence or willful misconduct of LICENSEE, LICENSOR shall ("Indemnifying Party") indemnify, hold harmless and defend, release and protect LICENSEE, its affiliates, successors and assigns, and its officers, board members, employees and agents ("Indemnified Party" or "Indemnified Parties") against and from any and all claims, demands, actions, causes of action, suits, losses, liabilities, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorneys' fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Indemnified Party or Indemnified Parties that may be asserted or claimed by any person, firm, or entity for any injury, death or damage to any person or property occurring in, on or about the AEC Property arising from, or in connection with (a) LICENSOR's use of the AEC Property including without limitation, the operation by LICENSOR of operations on the AEC Property, or (b) in connection with LICENSOR's operations at the AEC Property, including without limiting the generality of the foregoing:

- 1. Any default by LICENSOR in the observance or performance of any of the terms, covenants, or conditions of this Agreement on LICENSOR's part to be observed or performed;
- 2. The use or occupancy of the shared or exclusive use space at the AEC Property by LICENSOR or any person claiming by, through or under LICENSOR or LICENSOR's board members, employees, agents, representatives, contractors, licensees, directors, officers, partners, trustees, volunteers, visitors or invitees, successors and/or assigns or any such person in, on or about the AEC Property either prior to, during, or after the expiration of the Term of this Agreement (singularly "Liability" or collectively "Liabilities"); and
- 3. Any claim by a third party that LICENSEE is responsible for any actions of LICENSOR in connection with any use or occupancy of the AEC Property or in any way related to this Agreement.

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

(c) The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

Section 7. <u>Damage/Destruction</u>

LICENSOR shall not be liable for any damage, destruction, injury or death resulting from or arising in connection with the exercise of this License by LICENSEE or any person or entity claiming through LICENSEE, or any of LICENSEE's agents, employees, contractors, invitees, or visitors.

Section 8. <u>Notice</u>

(a) Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

| If to LICENSOR: | Chino Valley Unified School District Assistant Superintendent, Facilities, Planning, and Operations 5130 Riverside Drive Chino, CA 91710 |
|-----------------|--|
| If to LICENSEE: | Spectrum Center, Inc. c/o ChanceLight Attention: Mark Claypool 1321 Murfreesboro Pike, Suite 702 |

Nashville, TN 37217

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

Section 9. <u>Compliance with All Laws</u>

(a) LICENSEE shall comply with all requirements of all governmental authorities, in force either now or in the future, affecting the AEC Property. LICENSEE shall, at all times during its use of the AEC Property, comply with all laws, regulations and ordinances of all such authorities, in force either now or in the future, including, without limitation, all applicable federal, state and local laws, regulations, and ordinances pertaining to air and water quality, hazardous material, waste disposal, air pollution and all other environmental matters, and the California Environmental Quality Act. LICENSEE

shall be responsible for obtaining and maintaining throughout the Term of the Agreement all required permits, licenses, approvals from any local, state, or federal agency for LICENSEE's use of the AEC Property and LICENSEE's operation of its Program.

(b) LICENSEE shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements required by Education Code section 45125.1 and other applicable laws for all LICENSEE employees, contractors, vendors, agents and other individuals LICENSEE allows on the AEC Property. LICENSEE shall provide LICENSOR copies of all documentation associated therewith.

Section 10. <u>Revocation/Termination</u>

(a) <u>**Revocation**</u>. During the Term, this Agreement shall be revocable by LICENSOR at any time upon ten (10) business days written notice, in the event LICENSOR decides in its sole discretion, that (1) LICENSOR requires use of the Shared Use Facilities and the Exclusive Use Facilities; (2) LICENSEE's use of all of the Shared Use Facilities and the Exclusive Use Facilities is in violation of any provision of this Agreement.

(b) <u>**Termination**</u>. Either party may terminate this License for any or no reason, upon thirty (30) business days written notice to the other party at the address set forth herein. LICENSOR may terminate the Agreement immediately if LICENSOR determines, in its sole discretion that an unsafe or dangerous condition at the AEC Property exists and provides written notice of such termination to LICENSEE.

(c) <u>Effect of Termination</u>. Upon termination of this License, LICENSEE shall immediately vacate the Shared Use Facilities and the Exclusive Use Facilities and restore the Exclusive Use Facilities to its condition as of the Effective Date, within thirty (30) business days at the exclusive cost of LICENSEE unless LICENSOR provides written notice otherwise. If LICENSEE causes LICENSOR to terminate the Agreement, LICENSOR shall have the right to enter LICENSEE's Exclusive Use Facilities and remove all persons and personal property from the spaces, such property being removed and stored in a public warehouse or elsewhere at LICENSEE's sole cost and expense. Any payments made by LICENSEE shall be credited proportionately to the amounts owed by LICENSEE under this Agreement. No entry by LICENSOR shall prevent LICENSOR from later terminating this Agreement by written notice.

(d) <u>**Reversion**</u>. Upon revocation or termination of this Agreement, all of LICENSEE's rights to use the Shared Use Facilities and the Exclusive Use Facilities at the AEC Property and LICENSOR's furnishings and equipment thereon, if any, shall revert to LICENSOR. Upon revocation or termination of this Agreement, LICENSOR shall recoup the full rights and benefits of use of the Shared Use Facilities and the Exclusive Use Facilities at the AEC Property.

Section 11. Dispute Resolution

Notwithstanding anything in this Agreement to the contrary, disputes between LICENSEE and LICENSOR regarding this Agreement, including the alleged violation, or misinterpretation of this Agreement shall be resolved using the dispute resolution process identified below:

- 1. The Party initiating the dispute resolution process shall prepare and send to the other Party a Notice of Dispute that shall include the following information: (i) the name, addresses and phone numbers of designated representatives of the Party (the designated representatives must be employees of LICENSEE or LICENSOR); (ii) a statement of the facts of the dispute, including all information regarding the Parties' prior attempts to resolve the dispute; (iii) the specific sections of this Agreement that are in dispute; and (iv) the specific resolution sought by the Party.
- 2. Within twenty (20) business days from receipt of the Notice of Dispute the representatives from LICENSEE shall meet with representatives from LICENSOR in an informal setting to attempt to resolve the dispute.

Section 12. Official Representatives

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

Section 13. <u>Assignment</u>

LICENSEE shall not assign this Agreement or any rights, benefits, liabilities and obligations hereunder, to any person or business entity. Any attempt by LICENSEE to assign this Agreement shall automatically terminate the Agreement.

Section 14. Employees/Independent Contractors

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

Section 15. Independent Status

This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 16. Entire Agreement of Parties; Amendment

This License constitutes the entire understanding between the parties with respect to the subject matter thereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. The terms of this License shall not be altered in any way except in writing executed by both Parties.

Section 17. Legal Interpretation

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

Section 18. Taxes

LICENSEE shall be liable for any and all taxes which may be levied or assessed upon the AEC Property which are attributable to LICENSEE's use under this Agreement. LICENSEE, understands and agrees that in accepting this Agreement, LICENSEE may be subject to such possible taxes and that payment of any such tax by LICENSEE shall not reduce any Fee due to LICENSOR hereunder and that such tax shall be the sole liability of and be paid by LICENSEE.

Section 19. Other Provisions

(a) <u>Waiver</u>. The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant,

condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

(b) <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

(c) <u>**Counterparts**</u>. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

(d) <u>**Captions**</u>. The captions contained in this Agreement are for convenience only and shall not in any way thereof affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.

(e) <u>Severability</u>. Should any provision of this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

(f) <u>Nondiscrimination</u>. In utilizing this License, LICENSEE shall not at any time discriminate against any person on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Penal Code section 422.55, including immigration status.

(g) <u>Incorporation of Recitals and Exhibits</u>. The Recitals and Exhibits A, B, C, and D are attached hereto and incorporated herein by reference.

(h) <u>Scanned/Electronic Signatures</u>. This Agreement may be executed and electronically transmitted to any other party by PDF, which PDF shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

(i) <u>Attorneys' Fees</u>. Each Party shall bear its own respective costs, expenses, and attorneys' fees in all matters or litigation concerning this Agreement.

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

IN WITNESS WHEREOF, the Parties hereto have executed this License Agreement on _____, 2019.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

By__

Gregory J. Stachura Assistant Superintendent Date

SPECTRUM CENTER, INC.

c/o Educational Services of America

By___

Allison O'Neill Date President & Chief Operating Officer Approved and ratified on _____, 2019 by the Chino Valley Unified School District Board of Education by the following vote:

AYES:

NOES:

Abstentions: _____

Dr. Norm Enfield Clerk of the Board of Education

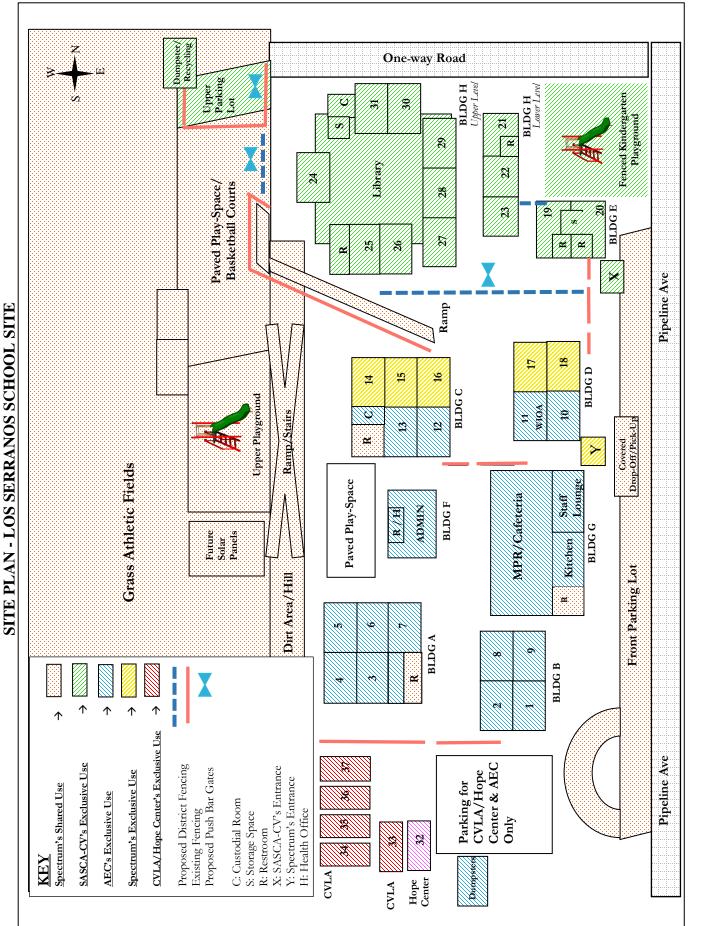
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DESCRIPTION OF PROPERTY

Legal Description: APNs #1030-041-02, 1030-041-02-W-000, 1030-041-02-W-001, 1030-041-02-W-002

Description: 15650 Pipeline Avenue in the City of Chino Hills

EXHIBIT B



Page 1 of 1

SPECTRUM CENTER INFORMATION FOR LICENSE AGREEMENT

I. SPECTRUM CENTER CONTACT INFORMATION

Executive Director/CEO

Name: _____

| Office Phone: | | |
|---------------|--|--|
| Office Phone: | | |

| E-mail: |
|---------|
|---------|

On-Site Principal or Administrator Next in Charge

| ell Phone: | |
|------------|--|
| ell Phone: | |

On-Site Assistant Principal or Administrator Next in Charge

Name: _____

Office Phone: _____

E-mail: _____

II. SPECTRUM CENTER SCHOOL HOURS

Start of school:

End of school:

III. SPECTRUM CENTER HOLIDAYS/BREAKS

List of Holidays/Breaks:

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

| SHARED SPACE | SCHEDULE |
|--|--|
| MPR/Cafeteria/Kitchen | Spectrum Lunch: 12:15 PM – 12:45 PM |
| Staff Lounge | Spectrum Use as needed |
| Upper Playground | Spectrum PE: 8:25 AM – 9:10 AM Lunch: 12:15 PM – 12:45 PM |
| | CVLA 12:35 PM – 1:25 PM |
| | SASCA-CV Possible PE times: 9:20 AM – 10:20 AM Possible lunch times: 11:30 AM – 12:10 AM |
| Athletic Fields | Spectrum 8:25 AM – 9:10 AM Lunch: 12:15 PM – 12:45 PM CVLA |
| | 12:35 PM – 1:25 PM |
| | SASCA-CV Possible PE times: 9:20 AM – 10:20 AM Possible lunch times: 11:30 AM – 12:10 AM |
| Paved Play- Space/Basketball Courts | Spectrum 8:25 AM – 9:10 AM Lunch: 12:15 PM – 12:45 PM |
| | CVLA 12:35 PM – 1:25 PM |
| | SASCA-CV Possible PE times: 9:20 AM – 10:20 AM Possible lunch times: 11:30 AM – 12:10 AM |
| Restrooms in Buildings A, C, and G | Spectrum Use as needed |

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

| SHARED SPACE | SCHEDULE |
|------------------------------------|-----------------------|
| Sixty-nine (69) Parking | Spectrum |
| Spaces in the Front Parking Lot | Use as needed |
| Common Hallways | Spectrum |
| | Use as needed |
| Covered Drop-off and Pick- | DROP-OFF |
| up Area | Spectrum |
| | 8:00 AM – 8:25 AM |
| | SASCA-CV |
| | 7:30 AM – 8:30 AM |
| | PICK-UP |
| | Spectrum |
| | 2:15 PM – 2:35 PM |
| | SASCA-CV Grades TK/K |
| | 1:00 PM – 1:25 PM |
| | SASCA-CV Grades 1 – 5 |
| | 2:45 PM – 3:15 PM |
| | SASCA-CV Fridays |
| | 12:00 PM – 12:45 PM |

CHINO VALLEY UNIFIED SCHOOL DISTRICT Our Motto: Student Achievement • Safe Schools • Positive School Climate Humility • Civility • Service DATE: July 18, 2019 Members, Board of Education FROM: Norm Enfield, Ed.D., Superintendent PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

SUBJECT: **REVISION OF** BOARD POLICY 3250 BUSINESS AND NONINSTRUCTIONAL OPERATIONS – TRANSPORTATION FEES

BACKGROUND

TO:

Board policies, administrative regulations, and bylaws are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current practice.

Revision of Board Policy 3250 Business and Noninstructional Operations – Transportation Fees is being updated to reference types of transportation services, in addition to home-toschool transportation, for which fees may be charged. Policy also adds material regarding criteria for determining exemption of transportation fees based on financial need and Board certification to the County Superintendent of Schools that fees have been levied in accordance with law. This item was presented to the Board of Education on June 20, 2019, as information

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

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

RECOMMENDATION

It is recommended the Board of Education approve the revision of Board Policy 3250 Business and Noninstructional Operations – Transportation Fees.

FISCAL IMPACT

None.

NE:GJS:pw

Business and Noninstructional Operations

TRANSPORTATION FEES

Because WHENEVER the cost of providing student transportation exceeds funding provided by the state, the Board of Education finds it necessary to MAY charge fees for home-to-school student transportation AND OTHER TRANSPORTATION SERVICES AS EXPRESSLY AUTHORIZED BY LAW.

(cf. 3260 - Fees and Charges) (cf. 3540 - Transportation)

The Superintendent or Designee shall submit proposed transportation fee increases for the Board's approval. Fees shall be determined on the basis of operating costs in accordance with the law. The amount of fees determined by the Governing Board shall not be greater than actual operating costs less federal subventions. (Education Code 39807.5)

No fee for THE transportation FEE shall be charged WAIVED to FOR students with DEMONSTRATED FINANCIAL NEED IN ACCORDANCE WITH EDUCATION CODE 39807.5. ELIGIBILITY FOR FREE TRANSPORTATION BASED ON FINANCIAL NEED SHALL BE DETERMINED IN ACCORDANCE WITH THE INCOME ELIGIBILITY SCALES USED FOR THE FREE AND REDUCED-PRICE LUNCH PROGRAM. disabilities, as specified in their individualized education plans. (Education Code 39807.5, 41850)

(cf. 3553 - Free and Reduced Price Meals)

No fee for transportation shall be charged to students whose parents/guardians qualify as indigent pursuant to the guidelines, rules and regulations adopted by the Governing Board. IN ADDITION, NO CHARGE SHALL BE MADE FOR ANY TRANSPORTATION OF A STUDENT WITH A DISABILITY WHOSE INDIVIDUALIZED EDUCATION PROGRAM INCLUDES TRANSPORTATION AS A RELATED SERVICE NECESSARY TO RECEIVE A FREE APPROPRIATE PUBLIC EDUCATION. (Education Code 39809.5)

(cf. 3541.2 - Transportation for Students with Disabilities) (cf. 6159 - Individualized Education Program)

THE BOARD SHALL CERTIFY TO THE COUNTY SUPERINTENDENT OF SCHOOLS THAT THE DISTRICT HAS LEVIED FEES IN ACCORDANCE WITH LAW AND THAT, IN THE EVENT THAT EXCESS FEES HAVE BEEN CHARGED, THE FEES HAVE BEEN REDUCED AND EXCESS FEE REVENUE ELIMINATED. (Education Code 39809.5)

Legal Reference: <u>EDUCATION CODE</u> 10900-10914.5 Community Recreation Program, especially: 10913 Fees for Uses of School Buses for Community Recreation Purposes 35330 Excursions or Field Trips 39800-39860 Transportation, especially: 39801.5 Transportation Fees for Adults

TRANSPORTATION FEES (cont.)

39807.5 Payment of Transportation Cost; Amount of Payment
39809.5 Excess Fees; Adjustments
39837 Fees for Summer Employment Transportation
41850 Home to School and Special Education Transportation
49014 Public School Fair Debt Collection Act
49557-49558 Applications for Free and Reduces Price Meals
56026 Individuals with Exceptional Needs
<u>CODE OF REGULATIONS, TITLE 5</u>
350 Fees not Permitted
<u>COURT DECISIONS</u>
Arcadia Unified School District et al v. State Department of Education, 2 cal. 4th 251 (1992)
Hartzell v. Connell (1984) 35 cal. 3d 899 (1984)

Management Resources: <u>CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS</u> Pupil Fees, Deposits and Other Charges, Fiscal Management Advisory 17-01, July 28, 2017 <u>WEBSITES</u> California School Boards Association: www.csba.org California Department of Education: www.cde.ca.gov

Chino Valley Unified School District

Regulation approved: November 16, 1995 Revised: June 5, 2003 Revised: May 15, 2008 REVISED: CHINO VALLEY UNIFIED SCHOOL DISTRICT Our Motto: Student Achievement • Safe Schools • Positive School Climate Humility • Civility • Service

| SUBJECT: | REVISION OF BOARD POLICY 3510 BUSINESS AND NONINSTRUCTIONAL OPERATIONS – GREEN SCHOOL OPERATIONS |
|--------------|--|
| PREPARED BY: | Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations |
| FROM: | Norm Enfield, Ed.D., Superintendent |
| TO: | Members, Board of Education |
| DATE: | July 18, 2019 |

BACKGROUND

Board policies, administrative regulations, and bylaws are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current practice.

Revision of Board Policy 3510 Business and Noninstructional Operations - Green School Operations expands best practices for environmental accountability in District programs and operations, including involvement of staff at all levels, use of least toxic pest management practices, compliance with green building standards in any new construction, acquisition of reduced or zero emission school buses, limitation of unnecessary idling of school buses or personal vehicles, implementation of green practices in the District's food services program, and use of green school activities as tools for student learning. This item was presented to the Board of Education on June 20, 2019, as information.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the revision of Board Policy 3510 Business and Noninstructional Operations – Green School Operations.

FISCAL IMPACT

None.

NE:GJS:pw

GREEN SCHOOL OPERATIONS

The Board of Education believes that all citizens EVERYONE have HAS a responsibility to be A stewards of the environment and desires to integrate environmental accountability into all District PROGRAMS AND operations. The Superintendent or designee shall DEVELOP STRATEGIES TO promote DISTRICT USE OF green school PRINCIPALS AND practices that IN ORDER TO conserve natural resources, reduce the impact of District operations on the environment, and protect the health of students, staff, and THE community.

IN DEVELOPING SUCH STRATEGIES AND ASSESSING THE ENVIRONMENTAL CONDITIONS IN DISTRICT FACILITIES AND OPERATIONS, t∓he Superintendent or designee may SHALL involve STAFF AT ALL LEVELS WITH VARYING JOB RESPONSIBILITIES, INCLUDING ADMINISTRATORS, CERTIFICATED STAFF, AND CLASSIFIED STAFF. AS APPROPRIATE, THE SUPERINTENDENT OR DESIGNEE MAY ALSO CONSULT WITH HEALTH PROFESSIONALS; REPRESENTATIVES OF LOCAL GOVERNMENTAL AGENCIES, UTILITIES, SOLID WASTE AND RECYCLING COMPANIES, AND COMMUNITY ORGANIZATIONS; AND/OR OTHERS WITH EXPERTISE. DISTRICT and site administrators and operations and maintenance staff; representatives of local governmental agencies, utilities, solid waste and recycling companies, and community organizations; health professionals; and/or others as appropriate in the assessment of current District operations and the development of strategies to improve the environmental impact of District operations.

- (cf. 1220 Citizen Advisory Committees)
- (cf. 1400 Relations between Other Governmental Agencies and the Schools)
- (cf. 7131 Relations with Local Agencies)

In selecting and prioritizing strategies, the Superintendent or designee shall give consideration to LONG-TERM POTENTIAL COST SAVINGS, the initial costs, long-term potential cost savings, FEASIBILITY OF IMPLEMENTATION, quality and performance of the product or service, health impacts, and environmental considerations, AND POTENTIAL EDUCATIONAL VALUE.

(cf. 3100 - Budget)

(cf. 3460 - Financial Reports and Accountability)

Such DISTRICT strategies may include, but ARE not be limited to:

1. Reducing energy and water consumption, and exploring USING renewable and clean energy technologies AND ALTERNATIVES WHEN AVAILABLE.

(cf. 3511 - Energy and Water Management)

2. Establishing recycling programs in District facilities.

GREEN SCHOOL OPERATIONS (cont.)

(cf. 3511.1 - Recycling Good and Products)

- 3. Reducing the consumption of disposable materials, by reusing materials and by using electronic rather than paper communications when feasible.
- 4. Purchasing and Uusing environmentally preferable products and services whenever practical, including, but not limited to, products that:
 - a. Minimize environmental impacts, toxins, pollutants, odors, and hazards
 - b. Contain postconsumer recycled content
 - c. Are durable and long-lasting
 - d. Conserve energy and water
 - e. Produce a low amount of REDUCE waste

(cf. 3514 - Environmental Safety)

(cf. 3514.1 - Hazardous Substances)

(cf. 5141.23 - Asthma Management)

- 5. Using least toxic, independently certified green cleaning products when feasible, as well as high-efficiency cleaning equipment that reduces the need to use chemicals.
- 6. Providing professional development to maintenance staff in the proper use, storage, and disposal of cleaning supplies.
- (cf. 4231 Staff Development)
- USING EFFECTIVE, LEAST TOXIC PEST MANAGEMENT PRACTICES FOR THE CONTROL AND MANAGEMENT OF PESTS. Focusing on green building standards, sustainability, and student health in facilities construction and modernization projects, including decisions about site selection, building design, and landscaping and grounds.

(cf. 3514.2 - Integrated Pest Management)

8. ENSURING THAT ANY CONSTRUCTION OF NEW FACILITIES COMPLIES WITH GREEN BUILDING STANDARDS PURSUANT TO 24 CCR 101.1-703.1, AND FOCUSING ON SUSTAINABILITY AND STUDENT HEALTH IN THE DESIGN AND IMPLEMENTATION OF FACILITIES MODERNIZATION PROJECTS. Providing fresh, unprocessed, organic food in the District's food services program.

GREEN SCHOOL OPERATIONS (cont.)

- (cf. 7110 Facilities Master Plan)
- (cf. 7111 Evaluating Existing Buildings)
- (cf. 7150 Site Selection and Development)
- 9. REDUCING VEHICLE EMISSIONS BY: Providing instruction to students on the importance of the environment and involving students in the implementation and evaluation of green school activities and projects as appropriate.
 - A. ENCOURAGING STUDENTS TO WALK OR BYCYCLE TO SCHOOL OR TO USE DISTRICT OR PUBLIC TRANSPORTATION
- (cf. 5142.2 Safe Routes to School Program)
 - B. USING REDUCED OR ZERO EMISSION SCHOOL BUSES AND VEHICLES AND PROVIDING ACCOMPANYING INFRASTRUCTURE SUCH AS CHARGING STATIONS
- (cf. 3540 Transportation)
 - C. LIMITING UNNECESSARY IDLING OF SCHOOL BUSES IN ACCORDANCE WITH 13 CCR 2480
 - D. LIMITING UNNECESSARY IDLING OF PERSONAL VEHICLES BY ENCOURAGING PARENTS/GUARDIANS, THROUGH SIGNAGE OR OTHER MEANS OF COMMUNICATION, TO TURN OFF THEIR VEHICLES WHEN PARKED ON AND AROUND SCHOOL GROUNDS
- 10. IMPLEMENTING GREEN SCHOOL PRACTICES IN THE DISTRICT'S FOOD SERVICE PROGRAMS BY:
 - A. PROVIDING FRESH, LOCALLY SOURCED, UNPROCESSED, ORGANIC FOOD, INCLUDING PLANT-BASED OPTIONS, WHEN AVAILABLE
 - B. REDUCING FOOD PACKAGING AND USING PACKAGING THAT IS RECYCLABLE AND/OR BIODEGRADABLE
 - C. UTILIZING REUSABLE PRODUCTS
 - D. ENCOURAGING ZERO-WASTE LUNCHES WHEN FOOD IS BROUGHT FROM HOME
- (cf. 3550 Food Service/Child Nutrition Program)
- (cf. 3551 Food Service Operations/Cafeteria Fund)

GREEN SCHOOL OPERATIONS (cont.)

11. INTEGRATING GREEN SCHOOL PRACTICES AND ACTIVITIES INTO THE EDUCATIONAL PROGRAM BY PROVIDING INSTRUCTION TO STUDENTS ON THE IMPORTANCE OF THE ENVIRONMENT, INVOLVING STUDENTS IN THE IMPLEMENTATION AND EVALUATION OF GREEN SCHOOL ACTIVITIES AND PROJECTS AS APPROPRIATE, AND UTILIZING GREEN SCHOOL ACTIVITIES AND PROJECTS AS LEARNING TOOLS.

(cf. 6142.5 - Environmental Education)

Legal Reference: **EDUCATION CODE** 8700-8707 Environmental Education 17070.96 Leroy F. Greene School Facilities Act of 1996, consideration of high performance standards 17072.35 New construction grants; use for designs and materials for high performance schools 17608-17614 Healthy Schools Act of 2000 32370-32376 Recycling paper 33541 Environmental Education 101012 Kindergarten through 12th grade school facilities program FOOD AND AGRICULTURAL CODE 13180-13188 Healthy Schools Act of 2000 HEALTH AND SAFETY CODE 114079 General food safety requirements; unused or returned food PUBLIC CONTRACT CODE 12400-12404 Environmentally preferable purchasing PUBLIC RESOURCES CODE 25410-25421 Energy conservation assistance 40050-40063 Integrated waste management act 42630-42647 School site source reduction and recycling assistance program CODE OF REGULATIONS, TITLE 2 1859.70.4 Funding for high performance incentive grants 1859.71.6 Additional grant for high performance incentive, new construction 1859.77.4 Additional grants for high performance incentive, site and modernization CODE OF REGULATIONS, TITLE 5 14010 Standards for school site selection CODE OF REGULATIONS, TITLE 13 2480 Limitation to school bus idling and idling at schools CODE OF REGULATIONS, TITLE 24 101.1-703.1 Green building standards

Management Resources: <u>CALIFORNIA AIR RESOURCES BOARD PUBLICATIONS</u> School Bus Fleet Webinar, April 20, 2018 <u>COLLABORATIVE FOR HIGH PERFORMING SCHOOLS PUBLICATIONS</u> CHPS Best Practices Manual <u>GLOBAL GREEN USA PUBLICATIONS</u> Healthier, Wealthier, Wiser: A Report on National Green Schools <u>GREEN SCHOOLS INITIATIVE PUBLICATIONS</u> Green Schools Buying Guide

BP 3510(e)

GREEN SCHOOL OPERATIONS (cont.)

HEALTHY SCHOOLS CAMPAIGN PUBLICATIONS The Quick and Easy Guide to Green Cleaning in Schools, 2nd ed., 2008 WEBSITES California School Boards Association Publications: www.csba.org California Air Resources Board: www.arb.ca.gov California Department of General Services, Green California: www.green.ca.gov California Energy Commission: www.energy.ca.gov Collaborative for High Performance Schools: www.chps.net Global Green USA: www.globalgreen.org Green Schools Initiative: www.greenschools.net Healthy Schools Campaign: www.healthyschoolscampaign.org/programs/gcs U.S. Environmental Protection Agency: www.epa.gov U.S. Green Building Council, Leed Green Building Rating System: www.usgbc.org

Chino Valley Unified School District

Policy Adopted: June 3, 2010 REVISED: CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 18, 2019

- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

SUBJECT: REVISION OF BOARD POLICY 3511 BUSINESS AND NONINSTRUCTIONAL OPERATIONS – ENERGY AND WATER CONSERVATION

BACKGROUND

Board policies, administrative regulations, and bylaws are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current practice.

Revision of Board Policy 3511 Business and Noninstructional Operations – Energy and Water Conservation is being updated to reflect recommendation in new state guidance from CDE, the Division of the State Architect in the Department of General Services, and the State Water Resources Control Board. Policy also deletes green school strategies duplicated in other policies, and adds coordination with local and regional entities to share expertise and resources. Section on Storm Water Management deletes specific requirements for nontraditional MS4 entities that are subject to the General Permit for Storm Water Discharges to Small Municipal Separate Storm Sewer Systems, and clarified that districts may also be subject to the Construction General Permit and the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges associated with industrial activities. Section on Emergency Interruption of Services contains material formerly in Administrative Regulation. This item was presented to the Board of Education on June 20, 2019, as information.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the revision of Board Policy 3511 Business and Noninstructional Operations – Energy and Water Conservation.

FISCAL IMPACT

None.

ENERGY AND WATER CONSERVATION MANAGEMENT

The Board of Education recognizes the ENVIRONMENTAL AND FINANCIAL BENEFITS THAT CAN BE DERIVED FROM CONSERVING ENERGY, WATER, AND OTHER NATURAL RESOURCES, PREPARING FOR EXTREME WEATHER AND OTHER NATURAL EVENTS, AND PROVIDING AN ENVIRONMENT THAT PROMOTES THE HEALTH AND WELL-BEING OF STUDENTS AND STAFF. TO SUPPORT DISTRICT GOALS FOR ENERGY AND WATER MANAGEMENT, THE SUPERINTENDENT OR DESIGNEE SHALL DEVELOP A RESOURCE MANAGEMENT PROGRAM WHICH MAY INCLUDE STRATEGIES FOR IMPLEMENTING EFFECTIVE AND SUSTAINABLE RESOURCE USE PRACTICES, EXPLORING THE USE OF RENEWABLE AND CLEAN ENERGY TECHNOLOGY AND/OR SOURCES, REDUCING ENERGY AND WATER CONSUMPTION, AND PROMOTING CONSERVATION PRINCIPLES IN THE EDUCATIONAL PROGRAM. need for reducing energy and water use in the District whenever possible in order to help conserve our society's natural resources and save money to support other District needs.

- (cf. 0200 Goals for the School District)
- (cf. 3100 Budget)
- (cf. 3300 Expenditures and Purchases)
- (cf. 3510 Green School Operations)
- (cf. 3511.1 Integrated Waste Management)
- (cf. 3512 Equipment)
- (cf. 614.5 Environmental Education)

The Superintendent or designee MAY SOLICIT INPUT FROM STAFF, STUDENTS, AND PARENTS/GUARDIANS REGARDING THE DISTRICT'S RESOURCE MANAGEMENT PROGRAM. THE SUPERINTENDENT OR DESIGNEE SHALL PROVIDE STAFF AND STUDENTS WITH TRAINING AND GUIDANCE ON BEST PRACTICES TO ACHIEVE THE DISTRICT'S GOALS, AND MAY ESTABLISH A REWARD PROGRAM TO RECOGNIZE OUTSTANDING ACCOMPLISHMENTS. shall establish an energy efficiency program which shall include specific strategies designed to help the District use energy more efficiently and to help ensure that funds intended for student learning are not diverted to cover energy costs. The strategies shall also address the role of staff, students, and parents/guardians in helping to conserve resources and other activities to help the district meet energy reduction goals.

(cf. 1150 - Commendation and Awards)

As part of the energy efficiency program, Tthe Superintendent or designee shall REGULARLY INSPECT DISTRICT FACILITIES, MONITOR OPERATIONS, AND MAKE RECOMMENDATIONS FOR MAINTENANCE AND REPAIRS WHICH MAY HELP THE DISTRICT REACH ITS CONSERVATION AND MANAGEMENT GOALS AND IMPROVE EFFICIENCY. develop an Emergency Action Plan as part of the district's overall emergency preparedness plan to address actions to be taken in the event of power outages in schools, both during and after school operations.

ENERGY AND WATER CONSERVATION MANAGEMENT (cont.)

(cf. 7110 - Facilities Master Plan) (cf. 7111 - Evaluating Existing Buildings)

The Superintendent or designee SHALL MAKE EVERY EFFORT TO IDENTIFY FUNDING OPPORTUNITIES AND COST-REDUCING INCENTIVE PROGRAMS TO HELP THE DISTRICT ACHIEVE ITS CONSERVATION AND MANAGEMENT GOALS. THE DISTRICT MAY COORDINATE WITH OTHER LOCAL OR REGIONAL ENTITIES TO CAPITALIZE ON THEIR EXPERTISE AND MAXIMIZE THE EFFICIENT USE OF RESOURCES, SUCH AS THROUGH JOINT OR SHARED USE AGREEMENTS. will seek available grants to initiate or sustain conservation efforts.

(cf. 1330.1 - Joint Use Agreements) (cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

The Superintendent or designee shall periodically REGULARLY report to the Board on the District's progress in meeting ITS CONSERVATION AND RESOURCE MANAGEMENT energy and water use reduction goals.

STORM WATER MANAGEMENT

TO THE MAXIMUM EXTENT PRACTICABLE, THE DISTRICT SHALL REDUCE THE DISCHARGE OF POLLUTANTS INTO THE WATER SYSTEM IN ORDER TO MINIMIZE THE THREAT TO WATER QUALITY FROM STORM WATER RUNOFF.

THE SUPERINTENDENT OR DESIGNEE SHALL ENSURE THAT THE DISTRICT COMPLIES WITH STORM WATER DISCHARGE STANDARDS SPECIFIED BY ANY APPLICABLE GENERAL PERMIT COVERAGE REQUIRED BY LAW, INCLUDING ALL REQUIREMENTS OF THE CONSTRUCTION GENERAL PERMIT ISSUED BY THE STATE WATER RESOURCES CONTROL BOARD FOR ANY PROJECT THAT DISTURBS ONE ACRE OR MORE OF SOIL. (40 CFR 122.34)

(cf. 3514 - Environmental Safety) (cf. 3514.1 - Hazardous Substances) (cf. 3514.2 - Integrated Pest Management)

THE SUPERINTENDENT OR DESIGNEE SHALL DEVELOP A STORM WATER MANAGEMENT PLAN THAT COMPLIES WITH THE PROVISIONS OF THE APPLICABLE PERMIT AND DESCRIBES BEST MANAGEMENT PRACTICES, DESIGN STRATEGIES, MEASURABLE GOALS, AND TIMETABLES FOR IMPLEMENTATION. THE PLAN AND A RESOLUTION AUTHORIZING ITS IMPLEMENTATION SHALL BE SUBMITTED TO THE BOARD FOR APPROVAL. (40 CFR 122.34)

FOR ALL PROJECTS, THE DISTRICT SHALL COMPLY WITH ANY CITY OR COUNTY ORDINANCE THAT REGULATES DRAINAGE IMPROVEMENTS AND CONDITIONS. (Government Code 53097)

BP 3511(c)

ENERGY AND WATER CONSERVATION MANAGEMENT (cont.)

EMERGENCY INTERRUPTION OF SERVICES

THE SUPERINTENDENT OR DESIGNEE SHALL DEVELOP A PLAN TO MINIMIZE DISRUPTION TO THE EDUCATIONAL PROGRAM IN THE EVENT OF POWER OUTAGES OR OTHER EMERGENCY INTERRUPTION OF UTILITY SERVICES. THE PLAN SHALL INCLUDE ACTIONS TO BE TAKEN TO FACILITATE STUDENT AND STAFF SAFETY, ADMINISTRATIVE CONTROL OF OPERATIONS, PROTECTION OF EQUIPMENT, EFFECTIVE COMMUNICATIONS, AND COORDINATION WITH LOCAL FIRE, POLICE, AND EMERGENCY PERSONNEL AND UTILITY SERVICE PROVIDERS.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 3516.5 - Emergency Schedules)

Legal Reference: EDUCATION CODE 17213.1 School sites 17280 Construction of school buildings 35275 Coordination of new facilities with recreation and park authorities 41422 School term or session length, failure to comply due to disaster 46392 Emergency conditions: ADA estimate **GOVERNMENT CODE** 53097 Local agencies PUBLIC RESOURCES CODE 25410-25421 Energy conservation assistance WATER CODE 189.3 Recommendations for best design and use practices 13383 Compliance with the federal Water Pollution Control Act 13383.5 Storm water discharge monitoring requirements CODE OF REGULATIONS, TITLE 23 490-495 Model Water Efficient Landscape Ordinance 2200 Discharge permit fees UNITED STATES CODE, TITLE 33 1342 National pollutant discharge elimination system CODE OF FEDERAL REGULATIONS, TITLE 40 122.1-122.64 National pollutant discharge elimination system

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Guidance for Stormwater and Dry Weather Runoff CAPTURE (California Practices to Use Runoff Effectively) at Schools, December 2018

A Blueprint for Environmental Literacy: Educating Every Student In, About, and For the Environment, 2015 Average Daily Attendance Credit During Periods of Emergency, Management Advisory 90-01, rev. February 10, 2005

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD PUBLICATIONS

Guidance for Design and Construction of Vegetated Low Impact Development Projects, 2016 U.S. ENVIRONMENTAL PROTECTION AGENCY PUBLICATIONS

National Management Measures to Control Nonpoint Source Pollution from Urban Areas, 2005

ENERGY AND WATER CONSERVATION MANAGEMENT (cont.)

WEBSITES

California School Boards Association Publications: www.csba.org Alliance to Save Energy: www.ase.org California Department of Education, Facilities: www.cde.ca.gov/ls/fa California Department of Water Resources: www.water.ca.gov California Division of State Architect: www.dgs.ca.gov.DSA California Energy Commission: www.energy.ca.gov California State Water Resources Control Board: www.swrcb.ca.gov California Stormwater Quality Association: www.casqa.org/resources Collaborative for High Performance Schools (CHPS): www.chps.net Green School Yards America: www.greenschoolyards.org U.S. Environmental Protection Agency: www.epa.gov

Chino Valley Unified School District

Policy adopted: November 16, 1995 Revised: May 9, 2002 Revised: August 21, 2008 REVISED:

| CHINO VALLEY UNIFIED SCHOOL DISTRICT Our Motto: Student Achievement • Safe Schools • Positive School Climate Humility • Civility • Service | | |
|---|---|--|
| DATE: | July 18, 2019 | |
| TO: | Members, Board of Education | |
| FROM: | Norm Enfield, Ed.D., Superintendent | |
| PREPARED BY: | Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations | |
| SUBJECT: | REVISION OF BOARD POLICY 3540 BUSINESS AND NONINSTRUCTIONAL OPERATIONS – TRANSPORTATION | |

BACKGROUND

Board policies, administrative regulations, and bylaws are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current practice.

Revision of Board Policy 3540 Business and Noninstructional Operations–Transportation is updated to include material formerly in Administrative Regulation regarding the means of transportation, contracts for transportation services, and the option to pay parents/guardians their actual and necessary expenses in transporting the student. Policy also addresses the District's authority to require families to pay a transportation fee, with specified exceptions; the District's authority to transport students without parent/guardian permission when evacuation of students is necessary for their safety; and the installation of a global positioning system on school buses to enhance safety and provide real-time location data. This item was presented to the Board of Education on June 20, 2019, as information.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the revision of Board Policy 3540 Business and Noninstructional Operations – Transportation.

FISCAL IMPACT

None.

NE:GJS:pw

Business and Noninstructional Operations

TRANSPORTATION

The Board of Education desires to provide for the safe and efficient transportation of students to and from school as necessary to ensure student access to the educational program, promote regular attendance and reduce tardiness. IN DETERMINING tThe extent to which the District WILL provides for transportation services, THE BOARD shall depend upon WEIGH student and community needs AGAINST THE COST OF PROVIDING SUCH SERVICES. and a continuing assessment of financial resources.

(cf. 3100 - Budget)

- (cf. 3541 Transportation Routes and Services)
- (cf. 3541.1 Transportation for School-Related Trips)
- (cf. 3541.2 Transportation for Students with Disabilities)
- (cf. 5116.1 Intradistrict Open Enrollment)
- (cf. 5117 Interdistrict Agreements)
- (cf. 6178.2 Regional Occupational Center/Program)

The Superintendent or designee shall recommend to the Board of Education the most economical, ENVIRONMENTALLY SUSTAINABLE, and appropriate means of providing transportation services.

(cf. 3510 - Green School Operations)

THE BOARD MAY PURCHASE, RENT, OR LEASE VEHICLES; CONTRACT WITH A COMMON CARRIER OR MUNICIPALLY OWNED TRANSIT SYSTEM; CONTRACT WITH RESPONSIBLE PRIVATE PARTIES INCLUDING THE PARENT/GUARDIAN OF THE STUDENT BEING TRANSPORTED; AND/OR CONTRACT WITH THE COUNTY SUPERINTENDENT OF SCHOOLS. (Education Code 35330, 39800, 39801)

IN CONTRACTING FOR TRANSPORTATION SERVICES, THE DISTRICT SHALL COMPLY WITH ALL APPLICABLE LAWS RELATED TO BIDS AND CONTRACTS. (Education Code 39802-39803)

(cf. 3311 - Bids) (cf. 3312 - Contracts)

IN LIEU OF PROVIDING TRANSPORTATION IN WHOLE OR IN PART, THE DISTRICT MAY PAY THE STUDENT'S PARENTS/GUARDIANS EITHER THEIR ACTUAL AND NECESSARY EXPENSES IN TRANSPORTING THE STUDENT OR THE COST OF THE STUDENT'S FOOD AND LODGING AT A PLACE CONVENIENT TO THE SCHOOL. IN EITHER CASE, THE AMOUNT OF THE PAYMENT SHALL NOT EXCEED THE COST THAT WOULD BE INCURRED BY THE DISTRICT TO PROVIDE FOR THE TRANSPORTATION OF THE STUDENT TO AND FROM SCHOOL. (Education Code 39806-39807)

TRANSPORTATION (cont.)

THE BOARD MAY CHARGE A TRANSPORTATION FEE TO PARENTS/GUARDIANS OF TRANSPORTED STUDENTS IN ACCORDANCE WITH Education Code 398705 and BP/AR 3250 - Transportation Fees.

(cf. 3250 - Transportation Fees)

NO STUDENT SHALL BE REQUIRED TO BE TRANSPORTED FOR ANY REASON WITHOUT THE WRITTEN PERMISSION OF THE STUDENT'S PARENT/GUARDIAN, EXCEPT IN EMERGENCY SITUATIONS INVOLVING ILLNESS OR INJURY TO THE STUDENT PURSUANT TO EDUCATION CODE 35350 OR THE EVACUATION OF STUDENTS AS NECESSARY FOR THEIR SAFETY.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Superintendent or designee shall develop procedures to promote safety for students traveling on school buses.

(cf. 3543 - Transportation Safety and Emergencies) (cf. 5131.1 - Bus Conduct)

THE DISTRICT MAY INSTALL A GLOBAL POSITIONING SYSTEM (GPS) ON SCHOOL BUSES AND/OR STUDENT ACTIVITY BUSES IN ORDER TO ENHANCE STUDENT SAFETY AND PROVIDE REAL-TIME LOCATION DATA TO DISTRICT AND SCHOOL ADMINISTRATORS AND PARENTS/GUARDIANS.

The Superintendent or designee shall ensure the qualifications of bus drivers and related staff employed by the District, provide for the maintenance and operation of District-owned school buses and other equipment, and ensure adequate facilities for equipment storage and maintenance.

(cf. 3542 - School Bus Drivers)

Legal Reference: <u>EDUCATION CODE</u> 35330 Excursions and field trips 35350 Authority to transport pupils 39800-39860 Transportation, especially: 39800 Powers of governing board to provide transportation for pupils to and from school; definition of "municipally owned transit system" 39801 Contract with County Superintendent of Schools to provide transportation 39802-39803 Bids and contracts for transportation services 39806 Payments to parents in lieu of transportation 39807 Food and lodging payments in lieu of transportation 39807.5 Transportation Fees 39808 District transportation of private school students 41850-41854 Allowances for transportation 41860-41862 Supplemental Allowances for Transportation

TRANSPORTATION (cont.)

45125.1 Criminal Background Checks for Contractors 52311 Regional occupational centers, transportation **GOVERNMENT CODE** 3540-3549.3 Educational Employment Relations Act PENAL CODE 637.7 Electronic tracking devices **VEHICLE CODE** 2807 School bus inspection CODE OF REGULATIONS, TITLE 5 14100-14103 Use of School Buses and School Pupil Activity Buses 15240-15343 Allowances for Student Transportation. Especially: 15253-15272 District Records Related to Transportation CODE OF REGULATIONS, TITLE 13 2025 Retrofitting of diesel school buses COURT DECISIONS Arcadia Unified School Dist. v. State Dept of Education, 2 CAL.4th 251 (1992)

Chino Valley Unified School District

Policy adopted: November 16, 1995 Revised: September 18, 2008 REVISED:

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

DATE: July 18, 2019

- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Richard Rideout, Assistant Superintendent, Human Resources Frank Arce, Director, Human Resources Isabel Brenes, Director, Human Resources

SUBJECT: CERTIFICATED/CLASSIFIED PERSONNEL ITEMS

BACKGROUND

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

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

RECOMMENDATION

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

FISCAL IMPACT

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

NE:RR:FA:IB:mcm

CERTIFICATED PERSONNEL

NAME

POSITION

LOCATION

EFFECTIVE DATE

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

RESIGNATION

| RAMSEY, Renee | Assistant Principal – JHS | Ramona JHS | 07/16/2019 |
|-----------------------|---------------------------|------------|------------|
| RODRIGUEZ, Michael C. | Assistant Principal – ES | Walnut ES | 06/20/2019 |

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

| CERVANTES, Anna KOOISTRA, Shannon GILTNER, Danielle MCDERMOTT, Megan WHITE, Justin AREVALO, Lauren TOLLIVER, Amanda MATA, Concepcion RICKRODE, Samantha MAIORANA, Sara PARROS, Diana BALLESTEROS, Marina SCHRENKER, Erica BURDA, Kristen | Elementary Teacher Elementary Teacher | Butterfield Ranch ES Cattle ES Chaparral ES Chaparral ES Dickey ES Dickson ES Dickson ES Eagle Canyon ES Eagle Canyon ES Glenmeade ES Glenmeade ES Newman ES Newman ES Oak Ridge ES | 08/06/2019 08/06/2019 08/06/2019 08/06/2019 08/06/2019 08/06/2019 08/06/2019 08/06/2019 08/06/2019 08/06/2019 08/06/2019 08/06/2019 08/06/2019 08/06/2019 |
|---|--|--|--|
| RICKRODE, Samantha MAIORANA, Sara | Elementary Teacher Elementary Teacher | Eagle Canyon ES | 08/06/2019 |
| BALLESTEROS, Marina | Elementary Teacher Elementary Teacher | Newman ES | 08/06/2019 |
| SCHRENKER, Erica | Elementary Teacher | Newman ES | 08/06/2019 |
| BURDA, Kristen | Elementary Teacher | Oak Ridge ES | 08/06/2019 |
| COLLINS, Nicolle | Elementary Teacher | Oak Ridge ES | 08/06/2019 |
| FRANCO, Melissa | Elementary Teacher | Oak Ridge ES | 08/06/2019 |
| PALMER, Sarah | Elementary Teacher | Briggs K-8 | 08/06/2019 |
| ROGERS, Candace | Elementary Teacher | Briggs K-8 | 08/06/2019 |
| CONTINI, Jamie | Elementary Teacher | Cal Aero K-8 | 07/05/2019 |
| NAKATA, Karleigh | Elementary Teacher | Cal Aero K-8 | 07/05/2019 |
| REINKYMOV, Ruth | Elementary Teacher | Cal Aero K-8 | 07/05/2019 |
| CONAWAY, Charlie | Math Teacher | Canyon Hills JHS | 08/06/2019 |
| TOMPKINS, Ian ABDELAZIZ-NUNEZ, Alma | English Teacher Special Education Teacher | Canyon Hills JHS Magnolia JHS | 08/06/2019 08/06/2019 08/06/2019 |
| CHENG, Dorothy | Math Teacher | Magnolia JHS | 08/06/2019 |
| SILVA, Maria | Special Education Teacher | Magnolia JHS | 08/06/2019 |
| DAILEG, Precious | Science Teacher | Ramona JHS | 08/13/2019 |
| HANSEN, Kathryn | Special Education Teacher | Ramona JHS | 08/06/2019 |
| HOWARD, Natalie | Math Teacher | Ayala HS | 08/06/2019 |

CERTIFICATED PERSONNEL (cont.)

NAME

POSITION

LOCATION

EFFECTIVE DATE

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

| INGRASSIA, Richard KADLAC, Meredith ORTIZ, Adelina WILLIAMS, Marina PRISK, Joshua VAN BUSKIRK, Kristine GONZALEZ, Robert GUILLEMENT, Kyle MARTINEZ-SANCHEZ, Andres PARRELL, Jessica CHUNG, Yung HALE, Nicholas JACOBY, Adam KAWA, Catherine LEUNG, Samuel LLOYD, Stacia MAKOROW, Steven KIM, Jae PETERSON, Rebecca SALVATIERRA, Bryant | Special Education Teacher Math Teacher Special Education Teacher ASL Teacher English Teacher Math Teacher Math Teacher Science Teacher Special Education Teacher Social Science Teacher Chemistry Teacher Math Teacher Social Science Teacher Math Teacher Chemistry Teacher English Teacher English Teacher English Teacher Social Science English Teacher Social Science English Teacher School Psychologist | Ayala HS Ayala HS Ayala HS Ayala HS Ayala HS Ayala HS Ayala HS Chino HS Chino HS Chino HS Chino HS Chino HIIS HS Chino Hills HS | 08/06/2019 08/06/2019 08/06/2019 08/06/2019 08/06/2019 08/06/2019 08/06/2019 08/06/2019 08/06/2019 08/06/2019 08/06/2019 08/06/2019 08/06/2019 08/06/2019 08/06/2019 08/06/2019 08/06/2019 08/06/2019 08/06/2019 |
|---|--|---|--|
| YU, Linda | Elementary Teacher | Oak Ridge ES | 09/09/2019 thru 05/29/2020 |
| RETIREMENT | | | |
| RUSSELL, Kevin (28 years of service) | Secondary Teacher | Ayala HS | 06/19/2019 |
| BAYBROOK, Lemont (17 years of service) | Special Education Teacher | Chino Hills HS | 10/05/2019 |
| MOSER, William (22 years of service) | Music Teacher | Access & Equity | 06/01/2019 |
| RESIGNATION | | | |
| REDFORD, Jennifer FRANCIS, Carolyn STANFORD, Summer | Special Education Teacher Special Education Teacher Special Education Teacher | Magnolia JHS Ayala HS Chino HS | 05/31/2019 06/30/2019 06/30/2019 |

CERTIFICATED PERSONNEL (cont.)

NAME

POSITION

LOCATION

EFFECTIVE DATE

APPOINTMENT - EXTRA DUTY

| MENDIOLA, Mikayla (NBM) CARO, Anthony (NBM) JENKINS, Elizabeth (NBM) ALFARO, Jonathan (NBM) | Band (B) Band (B) Band (B) Football (B) | Canyon Hills JHS Magnolia JHS Magnolia JHS Ayala HS | 07/19/2019 07/19/2019 07/19/2019 07/19/2019 |
|--|--|--|--|
| FERNANDEZ, Lorraine (NBM) | Cross Country (B) | Ayala HS | 07/19/2019 |
| FERNANDEZ, Lorraine (NBM) | Track & Field (B) | Ayala HS | 07/19/2019 |
| FRAZIER, Jordan (NBM) | Boys Basketball (B) | Ayala HS | 07/19/2019 |
| LY, Robert (NBM) | Band (B) | Ayala HS | 07/19/2019 |
| MONFILS, Sabrina (NBM) | Girls Soccer (B) | Ayala HS | 07/19/2019 |
| PADILLA, Andrew (NBM) | Band (B) | Ayala HS | 07/19/2019 |
| COOPER, Eric (NBM) | Boys Basketball (B) | Chino HS | 07/19/2019 |
| GONZALEZ, Taylor (NBM) | Band (B) | Chino HS | 07/19/2019 |
| PARRELL, Jessica | Girls Soccer (B) | Chino HS | 07/19/2019 |
| PEASE, Adam | Girls Soccer (B) | Chino HS | 07/19/2019 |
| SANCHEZ, Ivan (NBM) | Band (B) | Chino HS | 07/19/2019 |
| VAZQUEZ, Alberto | Girls Soccer (B) | Chino HS | 07/19/2019 |
| VAZQUEZ, Lauren ((NBM) | Girls Soccer (B) | Chino HS | 07/19/2019 |
| ZEMLOCK, Gabrielle (NBM) | Volleyball (B) | Chino HS | 07/19/2019 |
| CYRUS, Jaren (NBM) | Football (B) | Chino Hills HS | 07/19/2019 |
| DUFFY-HUERTA, Kody (NBM) | Football (B) | Chino Hills HS | 07/19/2019 |
| JONES, Vincent (NBM) | Girls Basketball (B) | Chino Hills HS | 07/19/2019 |
| PROBST, Jonathan (NBM) | Band (B) | Chino Hills HS | 07/19/2019 |
| TRUONG, Kevin (NBM) | Band (B) | Chino Hills HS | 07/19/2019 |
| ZENZOLA, Anthony (NBM) | Football (B) | Chino Hills HS | 07/19/2019 |
| MILLER, Tyler (NBM) | Band (B) | Don Lugo HS | 07/19/2019 |

APPOINTMENT OF CERTIFICATED SUBSTITUTES EFFECTIVE JULY 1, 2019, THROUGH JUNE 30, 2020

ANDERSON, Nancy CARRERA, Linda FLINT, Andrew JOHNSON, Blake LEIB, Maria TRUJILLO, Amber CAMPOS, Michael CASTILLO, Erica HULME, Christopher JONES, Anne RUIZ CONTRERAS, Wendy YU, Frank CAREY, Debra ELLIS, Lizbeth JOHNSON, Ashley KAMANSKY, Krista ST. AMANT, Joni ZENDEJAS-LUGO, Claudia

CLASSIFIED PERSONNEL

NAME

POSITION

LOCATION

EFFECTIVE DATE

CLASSIFIED MANAGEMENT SALARY SCHEDULE

RESIGNATION

| HEO, Tammy | Behavior Intervention Specialist (SELPA/GF) | Special Education | 06/14/2019 |
|--|---|--|--|
| HIRED AT THE APPROPRI | ATE PLACEMENT ON THE CLA | SSIFIED SALARY SC | HEDULE |
| APPOINTMENT | | | |
| LEZAMA, Alexandra CAMPOS, Celeste MONROY, Andrew | Health Technician (GF) Playground Supervisor (GF) IA/Special Education/SH (SELPA/GF) | Glenmeade ES Townsend JHS Ayala HS | 08/06/2019 08/12/2019 08/12/2019 |
| MOYER, Aaron VISAYA, Anne | Custodian I (GF) IA/Special Education/SH (SELPA/GF) | Chino HS Special Education | 07/19/2019 08/12/2019 |
| ALEXANDER, Mary VELAZQUEZ VELAZQUEZ, Maria | Bus Driver (GF) Bus Driver (GF) | Transportation Transportation | 07/19/2019 07/19/2019 |
| PROMOTION | | | |
| ANCONA, Guadalupe | FROM: Instructional Aide/BilingBilit. Spanish (c) 3 hrs./150 contract days | Don Lugo HS | 07/29/2019 |
| | TO: Secondary Library/Media Center Assistant (GF) 4 hrs./213 work days | Don Lugo HS | |
| BROWN, Kimberly | FROM: Nutrition Services Assistant II _(NS) 2 hrs./181 work days | Nutrition Services | 08/09/2019 |
| | TO: Nutrition Services Roving Assistant (NS) 3 hrs./181 work days | Nutrition Services | |
| DO, Kevin | FROM: Typist Clerk II (GF) 8 hrs./261 contract days | Maintenance | 07/19/2019 |
| | TO: Payroll Clerk III (GF) 8 hrs./261 contract days | Business Services | |

CLASSIFIED PERSONNEL (cont.)

| NAME | POSITION | LOCATION | EFFECTIVE DATE |
|---|--|--|--|
| PROMOTION (cont.) | | | |
| MATTHEWS, Marcus | FROM: Technology Technician ^(GF) 8 hrs./261 contract days TO: Network Support Technician (GF) 8 hrs./261 contract days | Technology Technology | 07/19/2019 |
| CHANGE OF ASSIGNMEN | T | | |
| ROMAN, Candice | FROM: Elementary Library/ Media Center Assistant (GF) 3.5 hrs./150 contract days TO: Typist Clerk I (GF) | Glenmeade ES Ayala HS | 08/01/2019 |
| | 8 hrs./201 work days | | |
| RAGAY, Vivian | FROM: IA/Special Education ^(SELPA/GF) 5 hrs./181 work days TO: Typist Clerk I (GF) 8 hrs./201 work days | Liberty ES Don Lugo HS | 08/01/2019 |
| INCREASE HOURS | | | |
| LIM, Angie | FROM: Typist Clerk I (GF) 4 hrs./261 contract days TO: Typist Clerk I (GF) 8 hrs./261 contract days | Cal Aero K-8 | 07/18/2019 |
| ADDITIONAL ASSIGNMEN | I | | |
| KING, Rosemary | Elementary Library/Media | Liberty ES | 08/19/2019 |
| TAGLE, Liezyl | Center Assistant (GF) Child Care Specialist (CDF) | Child Development | 07/19/2019 |
| RESIGNATION | | | |
| CONRARDY, Alexandria MION, Robin CARRILLO, Paul | Nutrition Services Asst. I (NS) School Secretary I (GF) IA/Special Education/SH (SELPA/GF) | Chaparral ES Eagle Canyon ES Ayala HS | 07/09/2019 06/20/2019 07/12/2019 |
| NUNEZ, Selena ANDRADE, Denise TRUJILLO, Jodi | Nutrition Services Assistant II (NS) Fringe Benefits Technician (GF) Behavior Intervention Aide (SELPA/GF) | Chino HS Business Services Special Education | 05/30/2019 07/05/2019 06/06/2019 |

CLASSIFIED PERSONNEL (cont.)

| NAME | POSITION | LOCATION | EFFECTIVE DATE |
|---|---|--------------|-------------------|
| RETIREMENT | | | |
| INGRAM, Jeannette | School Secretary I (GF) | Wickman ES | 08/17/2019 |
| KLASSEN, Gail (14 Years of Service) | Elementary Library/Media Center Assistant (GF) | Wickman ES | 07/01/2019 |
| BURKS, Linda (34 Years of Service) | IA/Special Education (SELPA/GF) | Cal Aero K-8 | 08/01/2019 |
| MENESES, Francisco (39 Years of Service) | Custodian Specialist (GF) | Ayala HS | 08/01/2019 |

APPOINTMENT OF SHORT TERM EMPLOYEES EFFECTIVE JULY 1, 2019, THROUGH SEPTEMBER 30, 2019

| SALAZAR, AmandaIA/Special Education/SHCortez ESBARRAGAN, GabriellaIA/Special Education/SHCountry Springs EGARZA, Lisa MarieIA/Special Education/SHCountry Springs ETURLEY, ColleenIA/Special Education/Collab.Eagle Canyon ESVILLARREAL, CynthiaIA/Special Education/SHGlenmeade ESVIZARRO, JanellIA/Special Education/SHNewman ESAMOS, CatherineIA/Special Education/SHRolling Ridge ESFREGOSO, PhoebeIA/Special Education/Collab.Rolling Ridge ESHAMILTON, BerniceIA/Special Education/Collab.Rolling Ridge ESKLUCK, KathleenIA/Special Education/SHCal Aero K-8ORTEGA, VictoriaIA/Special Education/SHCal Aero K-8GUTIERREZ, LaceyIA/Special Education/SHCanyon Hills JHSMEDRANO, JasmineIA/Special Education/SHCanyon Hills JHSPAREDES, MariaIA/Special Education/SHCanyon Hills JHSRODRIGUEZ, AdrianIA/Special Education/SHCanyon Hills JHSVACA, NancyIA/Special Education/SHChino HSVACA, NancyIA/Special Education/SHChino HSSSLINGER, SamanthaIA/Special Education/SHChino Hills HSGONZALEZ, MartinIA/Special Education/SHChino Hills HSGONZALEZ, MartinIA/Special Education/SHChino Hills HSHERRERA, SusanaIA/Special Education/SHChino Hills HSJONES, MarshaIA/Special Education/SHChino Hills HSHERRERA, SusanaIA/Special Education/SHDon Lugo HS <th>I Education/SHCountrI Education/SHCountrI Education/Collab.Eagle (II Education/SHGlenmanI Education/SHNewmanI Education/SHNewmanI Education/SHRollingI Education/SHRollingI Education/SHRollingI Education/SHRollingI Education/SHCal AeI Education/SHCanyonI Education/SHCanyonI Education/SHCanyonI Education/SHCanyonI Education/SHCanyonI Education/SHCanyonI Education/SHCanyonI Education/SHChino II Education/SHDon LuI Education/SHDon Lu</th> <th>untry Springs ES untry Springs ES gle Canyon ES meade ES wman ES ling Ridge ES ling Ridge ES ling Ridge ES kman ES Aero K-8 Aero K-8 Aero K-8 nyon Hills JHS nyon Hills JHS nyon Hills JHS no HS no HS no HS no HS no HIIS HS</th> | I Education/SHCountrI Education/SHCountrI Education/Collab.Eagle (II Education/SHGlenmanI Education/SHNewmanI Education/SHNewmanI Education/SHRollingI Education/SHRollingI Education/SHRollingI Education/SHRollingI Education/SHCal AeI Education/SHCanyonI Education/SHCanyonI Education/SHCanyonI Education/SHCanyonI Education/SHCanyonI Education/SHCanyonI Education/SHCanyonI Education/SHChino II Education/SHDon LuI Education/SHDon Lu | untry Springs ES untry Springs ES gle Canyon ES meade ES wman ES ling Ridge ES ling Ridge ES ling Ridge ES kman ES Aero K-8 Aero K-8 Aero K-8 nyon Hills JHS nyon Hills JHS nyon Hills JHS no HS no HS no HS no HS no HIIS HS |
|---|--|--|
|---|--|--|

CLASSIFIED PERSONNEL (cont.)

NAME

POSITION

LOCATION

EFFECTIVE DATE

<u>APPOINTMENT OF SHORT TERM EMPLOYEES EFFECTIVE JULY 1, 2019, THROUGH</u> <u>SEPTEMBER 30, 2019 (cont.)</u>

| MORALES, Lilia | IA/Special Education/SH (bus | Special Education |
|------------------------|------------------------------|-------------------|
| | aide) | |
| ZELAYA-AGUILAR, Amalia | IA/Special Education/SH (bus | Special Education |
| | aide) | |

APPOINTMENT OF CLASSIFIED SUBSTITUTES EFFECTIVE JULY 1, 2019, THROUGH JUNE 30, 2020

CHAIREZ, Michaela HERVEY, Michelle LEE, Olivia OLIVA, Amparo VARNER, Kelsea GONZALEZ, Martin HIGUERA, Ana MORENO, Rosalie PHELPS, Nadine HALL, Cindy LARO, Kenneth MOYER, Aaron ROCHA, Ashlie

| (504) (ACE) (ABG) (ASB) (ASF) (ATE) (B) (BTSA) (C) (CAHSEE) (CC) (CDF) (CSR) (CVLA) (CWY) (E-rate) (G) (GF) (HBE) (MM) (MAA) (MH) (NBM) (ND) (NS) (OPPR) (PFA) (R) (ROP) (SAT) (SB813) (SELPA) (SOAR) (SPEC) (SS) (SWAS) | Federal Law for Individuals with Handicaps Ace Driving School Adult Education Block Grant Associated Student Body Adult School Funded Alternative to Expulsion Booster Club Beginning Teacher Support & Assessment Categorically Funded California High School Exit Exam Children's Center (Marshall) Child Development Fund Class Size Reduction Chino Valley Learning Academy Cal Works Youth Discount Reimbursements for Telecom. Grant Funded General Fund Home Base Education Medi-Cal Administrative Activities Mental Health – Special Ed. Non-Bargaining Member Nutrition Services Budget Opportunity Program Parent Faculty Association Restricted Regional Occupation Program Saturday School Medi-Cal Admin. Activities Entity Fund Special Education Local Plan Area Students on a Rise Spectrum Schools Summer School School within a School | (VA) (WIA) | Virtual Academy Workforce Investment Act |
|---|--|---------------|---|
| (01110) | | | |

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

- **DATE:** July 18, 2019
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Richard Rideout, Assistant Superintendent, Human Resources Frank Arce, Director, Human Resources Isabel Brenes, Director, Human Resources

SUBJECT: NEW JOB DESCRIPTION FOR COORDINATOR, PARENT AND FAMILY ENGAGEMENT

BACKGROUND

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

The Coordinator, Parent and Family Engagement is necessary to support the District's parent involvement policies, programs and activities that encourage parents and other family members to be actively involved in their children's education and programs.

New language is provided in UPPER CASE.

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

RECOMMENDATION

It is recommended the Board of Education approve the new job description for Coordinator, Parent and Family Engagement.

FISCAL IMPACT

None.

NE:RR:FA:IB:mcm

CHINO VALLEY UNIFIED SCHOOL DISTRICT Position Description

| TITLE: | | | | CTOR, ACCESS EQUITY | |
|-------------|--------------------------|------------|-------|------------------------|--|
| DEPARTMENT: | CURRICULUM & INSTRUCTION | CLASSIFICA | FION: | MANAGEMENT | |
| FLSA: | EXEMPT | WORK YEAR | | 226 | |
| ISSUED: | | SALARY: | | RANGE 23 | |

BASIC FUNCTION:

UNDER THE DIRECTION OF THE DIRECTOR, ACCESS AND EQUITY, THE COORDINATOR, PARENT AND FAMILY ENGAGEMENT, WILL PROVIDE SUPPORT FOR THE DISTRICT'S PARENT INVOLVEMENT POLICIES, PROGRAMS, AND ACTIVITIES THAT ENCOURAGE PARENTS AND OTHER FAMILY MEMBERS TO BE ACTIVELY INVOLVED IN THEIR CHILDREN'S EDUCATION AND IN DISTRICT AND SCHOOL EDUCATIONAL PROGRAMS.

REPRESENTATIVE DUTIES:

INCUMBENTS MAY PERFORM ANY COMBINATION OF THE ESSENTIAL FUNCTIONS SHOWN BELOW. THIS POSITION DESCRIPTION IS NOT INTENDED TO BE AN EXHAUSTIVE LIST OF ALL DUTIES, KNOWLEDGE, OR ABILITIES ASSOCIATED WITH THIS CLASSIFICATION, BUT IS INTENDED TO ACCURATELY REFLECT THE PRINCIPLE JOB ELEMENTS.

 $\mathbf{E} = \mathbf{ESSENTIAL}$ FUNCTIONS

KEEPS INFORMED OF CURRENT TRENDS IN PUBLIC EDUCATION AND MAINTAINS AN UPDATED, CURRENT WORKING KNOWLEDGE OF LAWS, REGULATIONS, DISTRICT POLICIES AND GOALS RELATED TO PARENT AND FAMILY ENGAGEMENT. (E)

ENSURES THAT THE DISTRICT MEETS THE REQUIREMENTS OF STATE AND FEDERAL LAW REGARDING FAMILY INVOLVEMENT BY OVERSEEING PARENT REPRESENTATION ON DISTRICT AND SCHOOL COMMITTEES AS REQUIRED BY LAW AND ESTABLISH DISTRICT FAMILY INVOLVEMENT POLICIES AND PROGRAMS. (E)

ACTS AS A LIAISON WITH THE CALIFORNIA DEPARTMENT OF EDUCATION REGARDING DISTRICT PROGRAMS THAT INVOLVE PARENT AND FAMILY ENGAGEMENT POLICIES, AND PROCEDURES. (E)

WRITES AND REVISES POLICIES AND ADMINISTRATIVE REGULATIONS PERTAINING TO ASSIGNED FUNCTIONS. (E)

SUPERVISES AND EVALUATES THE PERFORMANCE OF ASSIGNED STAFF; INTERVIEWS AND SELECTS EMPLOYEES AND RECOMMENDS TRANSFERS, REASSIGNMENTS, TERMINATIONS, AND DISCIPLINARY ACTIONS; PLANS, COORDINATES, AND ARRANGES FOR APPROPRIATE TRAINING OF SUBORDINATES. (E)

COORDINATES AND PARTICIPATES IN ADMINISTRATIVE MEETINGS AND STAFF DEVELOPMENT AT DISTRICT AND SCHOOL SITE LEVEL. (E)

DEVELOPS AND FACILITATES STAFF DEVELOPMENT ACTIVITIES, TO COORDINATE AND IMPLEMENT THE PARENT AND FAMILY ENGAGEMENT PROGRAMS. (E)

FUNCTIONS AS A MEMBER OF THE DISTRICT'S MANAGEMENT TEAM, SERVES ON ASSIGNED COMMITTEES, AND COORDINATES WITH OTHER MANAGEMENT PERSONNEL IN THE AREAS OF ASSIGNED RESPONSIBILITY. (E)

PROVIDES COORDINATION OF RESOURCES AND SERVICES FROM THE COMMUNITY TO STRENGTHEN SCHOOL PROGRAMS, FAMILY PRACTICES, AND STUDENT LEARNING AND DEVELOPMENT. (E)

DIRECTS THE PREPARATION AND MAINTENANCE OF A VARIETY OF NARRATIVE AND STATISTICAL REPORTS, RECORDS, AND FILES; PREPARES AGENDAS AND MEMORANDUMS. (E)

SUBMITS AND MAINTAINS ALL BUDGETARY EVALUATIVE REPORTS THAT RELATE TO THIS POSITION. (E)

COMPILES, ASSESSES, AND DEVELOPS A SCHOOL-WIDE FAMILY NEEDS ASSESSMENT, AND DEVELOPS, IMPLEMENTS, AND EVALUATES PLANS BASED ON ASSESSMENT. (E)

ENSURES THAT SITE ADMINISTRATION UNDERSTAND AND IMPLEMENT REQUIRED AND EFFECTIVE PARENTAL INVOLVEMENT PRACTICES AT THEIR SCHOOLS. (E)

ENSURES THAT ALL SCHOOLS HAVE PARENT/FAMILY INVOLVEMENT PROGRAMS. (E)

ESTABLISHES OR UPDATES ANNUALLY, WITH THE COLLABORATION OF PARENTS, A PARENTAL INVOLVEMENT PLAN FOR THE DISTRICT AND EACH SCHOOL THAT ESTABLISHES THE EXPECTATIONS FOR PARENTAL INVOLVEMENT, AND THAT INCLUDES PROGRAMS AND PRACTICES THAT ENHANCE PARENTAL INVOLVEMENT AND REFLECT THE SPECIFIC NEEDS OF STUDENTS AND THEIR FAMILIES. (E)

PROVIDES ONGOING EVALUATION OF PARENT AND FAMILY PROGRAMS AND RECOMMENDS CHANGES, IMPROVEMENTS, AND ADDITIONS AS NEEDED. (E)

PROVIDES OVERSIGHT, SUPPORT, AND COORDINATION OF PARENT INVOLVEMENT ACTIVITIES AMONG DISTRICT SCHOOLS AND PROGRAMS. (E)

COORDINATES TRAINING FOR ADMINISTRATORS ON INTEGRATING PARENTAL INVOLVEMENT PROGRAMS INTO THE SCHOOL PLAN FOR STUDENT ACHIEVEMENT. (E)

ENSURES STAFF AND FAMILY ACCESS TO TRAINING IN EFFECTIVE SCHOOL, FAMILY, AND COMMUNITY PARTNERSHIP AND INVOLVES PARENTS IN PROVIDING INPUT ON

HOW TO REACH OUT TO, AND WORK WITH, PARENTS AS EQUAL PARTNERS IN THEIR CHILDREN'S EDUCATION. (E)

INVOLVES FAMILIES IN ADVISORY BODIES AND TRAINING STRATEGIES RELATED TO PARENT AND FAMILY ENGAGEMENT. (E)

ENSURES THAT SCHOOLS HAVE A SYSTEM IN PLACE TO FACILITATE COMMUNICATION WITH PARENTS AND COMMUNITY MEMBERS, AND THAT PARENT INFORMATION IS READILY AVAILABLE IN ACCESSIBLE FORMATS AND LANGUAGE SPOKEN, MEETING REQUIREMENTS OF STATE AND FEDERAL LAW. (E)

PERFORMS OTHER DUTIES AS ASSIGNED.

MINIMUM REQUIREMENTS:

EDUCATION, EXPERIENCE, LICENSES, AND OTHER REQUIREMENTS:

BACHELOR'S DEGREE REQUIRED IN HUMANITIES, LANGUAGES, LIBERAL ARTS, SUBJECT AREA CONTENT, EDUCATION, OR RELATED FIELD. MASTER'S DEGREE IN RELATED FIELD PREFERRED.

COMPLETION OF COURSES IN HUMANITIES, TECHNOLOGY, LANGUAGES, AND COLLABORATIVE PLANNING DESIRABLE. A MINIMUM OF THREE (3) YEARS' EXPERIENCE IN TEACHING AND/OR OTHER JOB-RELATED OCCUPATIONS IS REQUIRED. EXPERIENCE WORKING DIRECTLY WITH PUBLIC SCHOOL DISTRICTS IN TITLE I PROGRAMS IS DESIRABLE. BILINGUAL ENGLISH/SPANISH, ENGLISH/MANDARIN DESIRED.

POSSESSION OF A VALID CALIFORNIA PRELIMINARY OR PROFESSIONAL CLEAR TEACHING CREDENTIAL AUTHORIZING SERVICE AS A TEACHER IS REQUIRED.

POSSESSION OF A VALID CALIFORNIA ADMINISTRATIVE CREDENTIAL AUTHORIZING SERVICE AS AN ADMINISTRATOR IS REQUIRED.

EMPLOYMENT ELIGIBILITY INCLUDES FINGERPRINTS, HEALTH (TB), AND/OR OTHER EMPLOYMENT CLEARANCE.

MUST HAVE VALID CALIFORNIA DRIVER'S LICENSE AND AUTOMOBILE AVAILABLE FOR USE. MUST BE WILLING TO ATTEND EVENING, NIGHT, AND WEEKEND MEETINGS.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

- INSTRUCTIONAL PLANNING AND CONSULTATION/COORDINATION, AS WELL AS GENERAL TEACHING COMPETENCIES;
- EDUCATIONAL EVALUATION STRATEGIES AND DETAILED WORKING KNOWLEDGE OF VARIOUS TEACHING STRATEGIES;
- PHILOSOPHICAL, EDUCATIONAL, FISCAL, AND LEGAL ASPECTS AFFECTING RELATED FIELD MANAGEMENT;
- RESEARCH METHODS AND REPORT WRITING TECHNIQUES.
- RECORD-KEEPING TECHNIQUES;

- DISTRICT ORGANIZATION, OPERATIONS, POLICIES, AND PROCEDURES;
- TECHNICAL ASPECTS OF FIELD OF SPECIALTY;
- PRINCIPLES OF ORGANIZATION, OPERATION, AND SUPERVISION;
- PRINCIPLES, PRACTICES, TRENDS, GOALS, AND OBJECTIVES OF PUBLIC EDUCATION;
- MODERN TECHNOLOGY AND OFFICE PROCEDURES AND METHODS, COMPUTER EQUIPMENT, AND COMPUTER SOFTWARE NECESSARY TO PERFORM REQUIRED DUTIES;
- BUDGET PREPARATION AND CONTROL;
- APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, CODES, REGULATIONS, POLICIES, AND PROCEDURES RELATED TO ASSIGNED ACTIVITIES; AND
- ORAL AND WRITTEN COMMUNICATION SKILLS, INCLUDING ENGLISH USAGE, GRAMMAR, SPELLING, PUNCTUATION, VOCABULARY, COMPOSITION, AND MATHEMATICS.

ABILITY TO:

- PLAN, ORGANIZE, COORDINATE, AND ADMINISTER PROGRAMS;
- ADMINISTER ASSIGNED BUDGETS AND ALLOCATE FUNDS;
- DEMONSTRATE LEADERSHIP QUALITIES AND UTILIZE MOTIVATIONAL TECHNIQUES AND STRATEGIES IN THE DEVELOPMENT OF AN OPERATIONAL MODE THAT IS COST EFFECTIVE;
- OPERATE A COMPUTER TERMINAL AND AUDIO-VISUAL EQUIPMENT;
- COMMUNICATE EFFECTIVELY, BOTH ORALLY AND IN WRITING;
- WRITE IN A CLEAR AND CONCISE MANNER FOR BROAD PUBLIC APPEAL AND INTERPRETATION;
- GAIN COOPERATION THROUGH DISCUSSION AND PERSUASION;
- COORDINATE AND SUPERVISE THE WORK OF OTHERS;
- ANALYZE SITUATIONS CAREFULLY AND ADOPT AN EFFECTIVE COURSE OF ACTION;
- INTERPRET, APPLY, AND EXPLAIN ADMINISTRATIVE AND BOARD POLICIES, LAWS, AND REGULATIONS;
- PLAN, ORGANIZE, AND PRIORITIZE WORK TO MEET MULTIPLE SCHEDULES AND DEADLINES, AND MANAGE SIMULTANEOUS TASKS, WITH MANY INTERRUPTIONS;
- WORK INDEPENDENTLY WITH MINIMUM DIRECTION AND SUPERVISION; WORK UNDER PRESSURE;
- UNDERSTAND, ANALYZE, AND PREPARE COMPREHENSIVE NARRATIVE AND STATISTICAL REPORTS;
- ESTABLISH AND MAINTAIN COOPERATIVE AND EFFECTIVE WORKING RELATIONSHIPS WITH DISTRICT PERSONNEL, COMMUNITY MEMBERS, AND EXTERNAL COMPANIES AND AGENCIES IN THE COURSE OF PERFORMING ASSIGNED DUTIES; AND
- SUPERVISE AND EVALUATE THE PERFORMANCE OF ASSIGNED STAFF.

WORKING CONDITIONS:

ENVIRONMENT:

- DISTRICT OFFICE ENVIRONMENT AND SCHOOL SITES;
- DEMANDING TIMELINES;
- SUBJECT TO DRIVING TO A VARIETY OF LOCATIONS TO CONDUCT WORK DURING

DAY AND EVENING HOURS;

- SUBJECT TO FREQUENT INTERRUPTIONS AND EXTENSIVE CONTACT WITH STUDENTS, STAFF, PARENTS, AND THE PUBLIC; AND
- INDOOR AND OUTDOOR ENVIRONMENT.

PHYSICAL DEMANDS:

- BENDING AT THE WAIST, KNEELING OR CROUCHING, AND REACHING TO RETRIEVE AND MAINTAIN FILES AND RECORDS;
- REACHING OVERHEAD, ABOVE THE SHOULDERS AND HORIZONTALLY;
- DEXTERITY OF HANDS AND FINGERS TO OPERATE STANDARD OFFICE EQUIPMENT, COMPUTER KEYBOARD, AND OTHER EQUIPMENT NECESSARY TO COMPLETE THE REQUIRED DUTIES;
- HEARING AND SPEAKING TO EXCHANGE INFORMATION IN PERSON AND ON THE TELEPHONE;
- VISUAL ABILITY TO READ, AND TO PREPARE/PROCESS DOCUMENTS AND TO MONITOR VARIOUS SERVICES AND PERSONNEL;
- SITTING FOR EXTENDED PERIODS;
- STANDING FOR EXTENDED PERIODS;
- WALKING OVER ROUGH OR UNEVEN SURFACES;
- CLIMBING, OCCASIONAL USE OF STEPLADDERS; AND
- PHYSICAL ACTIVITY MAY BE REQUIRED, WHICH COULD INCLUDE MODERATE LIFTING.

HAZARDS:

- EXTENDED VIEWING OF COMPUTER MONITOR; AND
- WORKING AROUND AND WITH OFFICE EQUIPMENT HAVING MOVING PARTS.

I HAVE READ THE ABOVE POSITION DESCRIPTION AND FULLY UNDERSTAND THE REQUIREMENTS SET FORTH THEREIN. I HEREBY ACCEPT THE POSITION OF COORDINATOR, PARENT AND FAMILY ENGAGEMENT AND AGREE TO ABIDE BY THE REQUIREMENTS AND DUTIES SET FORTH. I WILL PERFORM ALL DUTIES AND RESPONSIBILITIES TO THE BEST OF MY ABILITY.

(SIGNATURE OF EMPLOYEE)

(DATE)

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, THE CHINO VALLEY UNIFIED SCHOOL DISTRICT WILL PROVIDE REASONABLE ACCOMMODATIONS TO QUALIFIED INDIVIDUALS WITH DISABILITIES AND ENCOURAGES BOTH PROSPECTIVE AND CURRENT EMPLOYEES TO DISCUSS POTENTIAL ACCOMMODATIONS WITH THE DIVISION OF HUMAN RESOURCES.

BOARD APPROVED:

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

Humility • Civility • Service

- **DATE:** July 18, 2019
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Richard Rideout, Assistant Superintendent, Human Resources Frank Arce, Director, Human Resources Isabel Brenes, Director, Human Resources

SUBJECT: REVISION OF THE JOB DESCRIPTION FOR TEACHER ON ASSIGNMENT PROGRAM IMPROVEMENT INSTRUCTIONAL COACH (K-8)

BACKGROUND

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

The Teacher on Assignment Program Improvement Instructional Coach (K-8) job description is being revised to update the name and function of the program and its responsibilities. The District has consulted with the Associated Chino Teachers on the job description, as required.

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 the job description for Teacher on Assignment Program Improvement Instructional Coach (K-8).

FISCAL IMPACT

None.

NE:RR:FA:IB:mcm

CHINO VALLEY UNIFIED SCHOOL DISTRICT

TEACHER ON ASSIGNMENT PROGRAM IMPROVEMENT ACCESS & EQUITY INSTRUCTIONAL COACH (K-8)

DESCRIPTION OF POSITION: Under the direction of the Director of Categorical Programs, ACCESS & EQUITY, plans and delivers staff development for and coaching of teachers in the design, delivery, and assessment of language arts, mathematics, other core subjects, and systematic English Language Development (ELD) with an emphasis on effective instructional strategies employed through research-based instructional practices designed specifically for Title I and English Learner (EL) students.

MAJOR DUTIESCollaborates with Director of Categorical Programs,
ACCESS & EQUITY Director of Professional Development,
and site administrators to plan and deliver staff
development and technical assistance to teachers of
students designated as English Learners (EL) and Title I.

Collaborates with Director of ACCESS & EQUITY Categorical Programs, Director of Professional Development, and site administrators to plan and deliver staff development and technical assistance to all Title I schools. and Title I schools identified as Program Improvement (PI), PI schools on watch status/safe harbor, and interventions for at-risk students.

Assists with the planning, writing, alignment, assessment, development, and articulation of intervention plans for students needing assistance in meeting standards.

Assists facilitating face-to-face work with sites in building District and site capacity to meet state and federal accountability requirements.

Attends Program Improvement (PI) Schools leadership team meetings and other DISTRICT meetings and trainings IN ORDER TO RECEIVE AND DISSEMINATE CURRENT INFORMATION related to curriculum AND instruction, NCLB TITLE I, ELD PROGRAMS, AND regulations specific to Program Improvement (PI) TITLE I issues, program monitoring, and other relevant topics.

PAGE 2 - TEACHER ON ASSIGNMENT, PROGRAM IMPROVEMENT ACCESS & EQUITY INSTRUCTIONAL COACH (K-8)

Plans and delivers training that simulates AB 466 training on the ELD FRAMEWORK INSTRUCTIONAL STRATEGIES five literacy strands: balanced literacyphonemic awareness, phonics, comprehension, fluency, and vocabulary instruction; academic language instruction; intensified English Language Development (ELD); use of data to inform instruction. and reciprocal. Teaching; Marzano best practices and assessments; differentiated instruction; "Step Up To Writing"; team teaching; curriculum mapping; and standards-based instruction.

UTILIZES THE COACHING CYCLE WITH AN EMPHASIS ON CO-PLANNING AND CO-TEACHING.

SUPPORTS Coaches teachers in researched-based best instructional strategies, ELA/ELD FRAMEWORK, Conducts demonstration lessons using the five literacy strands, academic language instruction; intensified DESIGNATED AND INTEGRATED English Language Development (ELD); use of data to inform instruction AND ASSESSMENTS; reciprocal teaching; Marzano best practices and assessments; differentiated instruction; "Step Up To Writing"; team teaching; curriculum mapping; and standards-based instruction.

Participates in the evaluation and adoption of core and supplemental instructional materials for English Learner (EL) and Title I students.

COORDINATES, Pplans, and delivers on-site follow-up staff development coaching.

Performs other duties as assigned by the Director of Categorical Programs ACCESS & EQUITY and Title I site administrators.

CREDENTIAL: Valid California Single and/or Multiple Subjects Teaching Credential.

CLAD/B-CLAD, SB 1969/SB 395/AB 2913 ELD

PAGE 3 - TEACHER ON ASSIGNMENT, PROGRAM IMPROVEMENT ACCESS & EQUITY INSTRUCTIONAL COACH (K-8)

| EDUCATION: | Bachelor's degree required. Master's degree preferred. | | | |
|-----------------------------|---|--|--|--|
| | | | | |
| KNOWLEDGE OF: | Reading and math intervention programs; Intensified DESIGNATED & INTEGRATED English Language Development (ELD) ; | | | |
| | <u>"Step Up To Writing";</u> Curriculum mapping; Academic standards; G.L.A.D.; Research-based best practices; Promoting language and academic proficiency for English Learner (EL) and At-risk students; Effective organizational techniques; Effective presentation and facilitation techniques; THINKING MAPS; ELA/ELD Framework; and COMMON CORE STATE STANDARDS (CCSS) | | | |
| ABILITY TO: | Communicate effectively, both orally and in writing; | | | |
| | Establish and maintain collaborative working relationships with teachers and colleagues. | | | |
| EXPERIENCE: | Minimum ten FIVE years teaching experience working with Title I, At-risk, and English Learner (EL) students; specialist in reading/language arts, math, intervention programs, English Language Development (ELD); staff development experience; resource specialist for teachers; literacy coach; BTSA AND INDUCTION. | | | |
| SUPERVISION: | Accountable to the Director of Categorical Programs ACCESS & EQUITY in collaboration with Title I site administratorS. | | | |
| BOARD APPROVED: REVISED: | 07-20-06 | | | |

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

- **DATE:** July 18, 2019
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- PREPARED BY: Grace Park, Ed.D., Associate Superintendent, Curriculum, Instruction, Innovation, and Support Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support Sherri Johnson, Psy.D., Director, Health Services/Child Development Julian A. Rodriguez, Ed.D., Director, Secondary Curriculum and Instruction
- SUBJECT: NEW JUNIOR HIGH AND HIGH SCHOOL COMPREHENSIVE SEXUAL HEALTH AND HIV/AIDS PREVENTION EDUCATION INSTRUCTIONAL MATERIALS ADOPTION FOR GRADES 7 THROUGH 12

BACKGROUND

As amended by California Assembly Bill 329 (AB329), Education Code 51934 requires school districts to provide comprehensive sexual health and HIV/AIDS prevention education to students in grades 7-12, including at least once in junior high and at least once in high school. The California State Board of Education requires all instruction and materials align with the stated criteria as stipulated in AB329.

In compliance with AB329, Comprehensive Sexual Health and HIV/AIDS Prevention Education presentation materials was developed for junior high school and Positive Prevention Plus, Sexual Health Education for California Youth curriculum for the high school was reviewed for suitability, compliance, and alignment with the state's mandates for instruction.

All recommended instructional materials shall be available for public inspection in the offices of Health Services and Secondary Curriculum and Instruction from July 19 – August 7, 2019, and at the District's Samuel R. Burton Professional Development and Media Center from August 8 – 15, 2019.

The instructional materials were reviewed with feedback gathered from the Superintendent's Advisory Committee, presented to the Secondary Curriculum Coordinating Committee, and A.C.T. has been consulted.

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

RECOMMENDATION

It is recommended the Board of Education receive for information the new junior high and high school Comprehensive Sexual Health and HIV/AIDS Prevention Education Instructional Materials Adoption for Grades 7 through 12 as follows:

- a) Junior High School Curriculum Chino Valley Unified School District, *Comprehensive Sexual Health and HIV/AIDS Prevention Education,* Department of Health Services. 2019., and
- b) High School Curriculum California Department of Education, California Department of Public Health, Federal Office of Adolescent Health, *Positive Prevention PLUS, Sexual Health Education for California Youth,* Kim Robert Clark, DrPH, MPH and Christine Janet Ridley, RN, MEd. 2015.

FISCAL IMPACT

None.

NE:GP:LF:SJ:JAR:lar

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

- **DATE:** July 18, 2019
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Grace Park, Ed.D., Associate Superintendent, Curriculum, Instruction, Innovation, and Support Julian A. Rodriguez, Ed.D., Director, Secondary Curriculum and Instruction

SUBJECT: NEW COURSE: INTRODUCTION TO FILM AND VIDEO PRODUCTION

BACKGROUND

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

Introduction to Film and Video Production is a Career Technical Education (CTE) course that integrates Visual and Performing Arts and CTE standards for the Media Arts Production career pathway. Introduction to Film and Video Production is a college and career readiness course which integrates Visual and Performing Arts along with screenwriting and film study. Further, the course focuses on digital media that includes both visual and audio concepts in preparation for a career in the video and film industry.

The course requires students to answer essential questions via media production units while applying their knowledge and skills with reference to the Common Core reading, writing, listening, and speaking English Language Arts standards. The units and essential questions build students' understanding of the digital media industry as well as the role and influence of digital media industry on global communications. Introduction to Film and Video Production serves as an introductory course in the Media Arts Production pathway and meets UC 'f' criteria satisfying Fine Arts requirements.

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

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

RECOMMENDATION

It is recommended the Board of Education receive for information the new course Introduction to Film and Video Production.

FISCAL IMPACT

None.

NE:GP:JAR:lar

Chino Valley Unified School District High School Course Description

| | A. CONTACTS | | | |
|---|---|--|--|--|
| | | | | |
| 1. School/District Information: | School/District: Chino Valley Unified School District | | | |
| | Street Address: 5130 Riverside Dr., Chino, CA 91710 | | | |
| | Phone: (909) 628-1201 | | | |
| | Web Site: chino.k12.ca.us | | | |
| 2. Course Contact: | Teacher Contact: Office of Secondary Curriculum | | | |
| | Position/Title: Director of Secondary Curriculum | | | |
| | Site: District Office | | | |
| B. COVER PAGE - COURSE ID | Phone: (909) 628-1201 X1630 | | | |
| 1. Course Title: | Introduction to Film and Video Production | | | |
| 2. Transcript Title/Abbreviation: | Intro Film Prod | | | |
| 3. Transcript Course Code/Number: | | | | |
| | No | | | |
| 4. Seeking Honors Distinction: | | | | |
| 5. Subject Area/Category: | Meets the UC/CSU "f" Visual & Performing Arts requirement | | | |
| 6. Grade level(s): | 9-12 | | | |
| 7. Unit Value: | 5 credits per semester/10 credits total | | | |
| 8. Was this course previously approved by UC? | No | | | |
| | | | | |
| 9. Is this course classified as a Career | Yes | | | |
| Technical Education course: | | | | |
| 10. Is this course modeled after an UC- | Yes | | | |
| approved course? | | | | |
| 11. Repeatable for credit? | No | | | |
| 12. Date of Board Approval: | | | | |
| 13. Brief Course Description: | | | | |
| | a Career Technical Education (CTE) course that integrates Visual and | | | |
| | Addia Arts Production career pathway. Introduction to Film and Video | | | |
| • | egrates Visual and Performing Arts along with screenwriting and film study. | | | |
| - | nat includes both visual and audio concepts in preparation for a career in s to answer essential questions via media production units while applying | | | |
| | | | | |
| - | e Common Core reading, writing, listening, and speaking English Language | | | |
| the role and influence of digital media industry | ons build students' understanding of the digital media industry as well as | | | |
| 14. Prerequisites: | None | | | |
| 14. Prerequisites. 15. Context for Course: | | | | |
| | nera and editing skills instruction in screenwriting and opportunities to | | | |
| To provide students with a foundation in camera and editing skills, instruction in screenwriting and opportunities to expound on ELA writing standards, and exposure to certain styles of film direction. | | | | |
| 16. History of Course Development: | | | | |
| | edia literacy skills through study and creation of film and digital content. | | | |
| 16. Textbooks: Not Applicable | | | | |
| 17. Supplemental Instructional Materials: | Adobe Classroom in a Book, viewings and clips of various films detailed | | | |
| | throughout units (e.g., <i>Nosferatu, Modern Times, Casablanca</i>), as well as | | | |
| | various articles and other writings detailed throughout units. | | | |
| | | | | |
| | | | | |
| | | | | |

C. COURSE CONTENT

1. Course Purpose:

To provide students with a foundation in film and video production. Students will improve their writing skills and become better prepared to pursue a screenwriting career. Students will receive foundation and instruction in screenwriting and film study as well increase critical thinking, language, and listening skills. This course is designed for the California Career and Technical Education **Arts, Media & Entertainment sector**. This course is aligned to the California Career and Technical Education **Standards**: **Design, Visual & Media Arts Pathway** and is designed to be an **Introductory level course**.

2. Course Outline:

Unit 1: Basic Film Composition

CTE Standards: B4.3, B6.6, B7.1, B8.1, B8.2, B8.3, B8.4, B9.3, C2.1, C3.1, C4.1, C4.2, C4.3, C4.4, C5.2

The purpose of this unit is two-fold. The first is to have students develop a common academic language around film making, and the second is to be able to recognize, analyze, and apply proper filmmaking shot techniques. With some background reading from "Shot by Shot" and other online articles, students not only learn what makes a good picture, but why they'd use that shot and how it affects the audience. Students will view excerpts from films and shorts with a critical eye, analyzing the director's choice of shot, angle, movement, lighting, etc. and explaining the effect it creates. They'll develop a filmmaker's lexicon (symmetry, head room, rule of thirds, horizon, etc.) so that they can communicate with one another on how they want to film or to critique one another's work.

The project, "Focused Moment", has students demonstrate their mastery of this basic film composition. Students take these applied techniques and terms and create a thirty second short video that makes a mundane task extraordinary, like tying a shoelace, or opening a door. First, they must creatively write a long paragraph describing this moment. They are required to use at least 8 different shots applying the techniques and terms they've just learned to match the mood and tone of their writing to show a mundane task in cinematic fashion.

Unit 2: Story

CTE Standards: B2.2, B4.3, B5.7, B6.4, B6.6, B7.1, B7.4, B8.1, B8.2, B8.3, B8.4, B9.1 / C2.1, C3.1, C4.1, C4.2, C4.3, C4.4, C5.2

Once students develop their cinematic technique and language, the focus then shifts to using this to tell or enhance the story. Students learn that story must come first in all projects. By examining and analyzing pieces of some historical silent films (*Metropolis, Nosferatu, Modern Times*, etc.), students cover some film history, but also see examples of how to tell a story by only using the picture on screen, music and sounds. Excerpts from "The Story of Film" and a "Film History, An Introduction" are assigned reading to provide in-depth background to how cinematographic and editing techniques tell a story using more than words. The goal of the readings is for students to appreciate the shoulders they're standing on in the world of film, and to create a historical context for some of their work. The basic elements of plot structure are also discussed and analyzed in these classic silent films and compared to modern films in a short essay.

"The Silent Short" is the main project for this unit and is aimed at students taking what they've learned from both units and trying to tell a story with the limits of early filmmakers. Through creative camera angles, music, and little else, students create a short film with no dialogue, or even text for dialogue. It starts with a short descriptive story written down to explore plot and story crafting. This then gets translated into storyboards that are sketched out by the students themselves. The storyboards are then analyzed to be sure they're reflecting what we've learned in both units so far, and then the students film and edit this film. This project also introduces the critique aspect of the class, where they write up a critique of not only their peers' work but reflect on their own as well.

Unit 3: Dialogue

CTE Standards: B3.1, B3.2, B4.3, B5.1, B6.1, B6.2, B6.3, B6.4, B6.5, B6.6, B7.1, B7.4, B8.1, B8.2, B8.3, B8.4, B9.2 / C2.1, C3.1, C4.1, C4.2, C4.3, C4.4, C5.1, C5.2

By now students will have a strong grasp on proper cinematic technique and theory and have begun to understand the editing process. The focus is then turned to reading, analyzing and writing screenplays. Students look at excerpts from classics like *Casablanca* and *Citizen Kane*. Students pick one script from a long-selected list (mostly Academy Award

winners, but there are others included) to read and analyze on several different levels: plot, character, and a focus on dialogue. We then learn the art of editing dialogue, and examine some excerpts from Walter Murch's, *In the Blink of an Eye*. Students practice some already recorded scenes and examine how different editorial choices can create an entirely different scene with the same script.

Students then write their own short dialogue scene that gets work-shopped in class. The scripts focus on character development and revelation, and formatting. As collaboration with our drama class, Video Production students audition Drama 1 students with readings of their scripts. Once all the drama students are "hired", our video production students shoot and edit their own dialogue scene following the examples and editing choices learned from Murch's and other writings. These scenes are then screened and reviewed by the Drama 1 students in our theater. To wrap the whole project up, there is a panel lead discussion where the filmmakers must defend their choices and explain their writing.

Unit 4: Documentary Filmmaking and Video Journalism

CTE Standards: B3.1, B3.2, B3.3, B4.2, B6.1, B6.2, B6.3, B6.4, B6.5, B6.6, B7.1, B8.2, B8.3, C2.3, C3.1, C4.1, C4.2, C4.3, C4.4 While the focus in this unit moves students away from fiction, students learn that even in non-fiction the art of story crafting is important. The styles of documentary filmmaking are introduced and followed by several short essays by directors of documentaries discussing their approach, like Werner Herzog, Martin Scorsese, Morgan Spurlock, Ken Burns, etc., mostly taken from the book "This Much is True". Students watch parts of these movies, and at least one in its entirety. They then compare and contrast style, approach, and effectiveness of constructing a story through the documentary format in class discussions and brief writings.

Students are next asked to address an issue that they are concerned about and create a short documentary on this topic. Before any filming can begin, students must write an essay about the issue being addressed, how there is a story behind it, and which mode (observational, expository, performative, etc.) of documentary would best be served to demonstrate this issue and why. Students then film and edit this short documentary. Many are entered into local contests and shared with the entire school.

Unit 5: Advertising

CTE Standards: B3.1, B3.3, B6.1-6.6, B7.1, C4.1, C6.4, C7.2, C7.4, C7.5

Students look at one practical aspect of making videos through the form of advertising and commercials. Students learn about how advertisers appeal to our logos, pathos, or ethos through selected readings, lectures, and videos, mostly from the web. Following this, they then find a TV commercial representing each, and write a short essay analyzing and explaining how each commercial uses that particular form of persuasion.

Students are next assigned to construct their own commercial and have three options. They can do a mock commercial, a commercial for a class or program at our school, or they can be "hired" by a local business (no corporations, only locally owned). As they write the script and story board it out, they must include a paragraph or more as to which of the three methods of persuasion they're focusing on and explain why that method will be most effective. The commercial is evaluated not only on the quality of the final product, but how it reflects the method of persuasion chosen.

Unit 6: History of Film and Film Style

CTE Standards: B3.1, B3.3, B6.2, B6.4, B6.6, B7.1, B7.4, B8.3, B9.1, B9.2, B9.5, C1.4, C2.1, C2.3, C3.1, C4.1

In a very short time frame, through several documentaries and selected readings, students focus on the evolution of film in three aspects: style, editing, and technology. We examine the major movements in film history, as well as different approaches to the main genres of film and even how those genres have changed through time. From the Classical Age to the Digital Wave, and everything in between, students develop an understanding of how different filmmakers approached and evolved in the film and TV industry.

Students pick a scene of a movie in a genre they're interested in from our readings, lectures, and movies. Students analyze this scene in a short essay. They focus on the context of the film's movement and history, as well as the aesthetic style and editing choices made by the director. After they write their examination of this scene, they storyboard it, and film the scene shot per shot, in an attempt to recreate the scene as close as possible with an emphasis on shot

composition, lighting, timing, and action. Students edit this video with the audio from the actual movie to recreate the scene as close as possible, paying homage to the director, movement, and genre chosen.

Unit 7: Experimental and Artistic Applications of Film

CTE Standards: B3.2, B3.3, B6.1, B6.2, B6.3, B6.6, B7.1, B7.4, B8.1, B8.2, B8.3, B8.4, B9.2, C3.1, C4.1, C5.2

Following the study of historical periods of film, students take a step back from the more traditional aspects of filmmaking and study experimental film. Focusing first on the history of film as art rather than storytelling, students learn how film was explored as an art form first by the European avant-garde movement, then progressed to make statements and critiques of modern culture as filmed moved through history. With close examination of short clips from the twenties, the feminist movement, and more current avant-garde film trends, students retrain their film eye to approach it more as a medium of art rather than a means to tell a story.

Unit 8: Film Industry and Careers

CTE Standards: B9.1, B9.2, B9.3, B9.4, B9.5, B9.6

This unit can be taught at any time throughout the year, at the end, or in October, depending on the makeup of the class (e.g., it's beneficial for class with a majority of seniors to be done before applying to colleges). Students explore the roles and jobs one can have, not only in film but in TV, advertising, corporate video, and even as an independent videographer. Students research these topics via a web quest and are focused on three things: educational needs, professional skills and traits needed, and the day-to-day operations of the specific job.

Unit 9: Whole-Class Filmmaking

CTE Standards: B1.3, B3.1, B3.2, B3.3, B6.1, B6.2, B6.3, B6.4, B6.5, C1.4, C2.1, C2.3, C3.1, C4.1, C4.3, C4.4, C5.2

This can be considered the longest unit in the course, but rather than being taught all at once, it's running in the background of previous units. This unit revolves around one comprehensive and long project: the final fictional narrative piece.

Students refocus on the elements of story writing, and by reading and careful examination of published scripts, students write their own 6-24 page script for a short film to be viewed publicly at our school's film festival. Students develop, taking what they've learned from previous units, a script reflecting an in-depth plot with intriguing characters. The scripts are work shopped by their peers and the instructor to be approved for production. During the writing process, students are asked to journal or log their process as they write, comparing it to what we've studied and reflecting on their own work.

Students then plan, storyboard, audition and take all the cinematographic techniques learned on the filming side to shoot. Again, students journal the process, explaining pitfalls they encountered and how they overcame them, as well as analyzing their method of filming and producing. Their six favorite shots from production are submitted along with a short explanation as to why they chose these shots. The footage is graded on aesthetic quality alone and is a separate evaluation from the movie as a whole.

Finally, a fully edited film is submitted after students have already presented and corrected three drafts that have been critiqued and reedited. Journaling of the process continues, as students express their triumphs and frustrations with the project and how they could have improved their work. Before the film festival, students are asked to write a brief summary on what they've made, and what from this class they have used in the process. For example, one student might say, "While I appreciate Film Noire, I didn't want to make that type of film. However, I did use the lighting style and technique from that genre in my film to create a similar dark tone." A Socratic seminar is done after the films have been submitted and viewed so that students have a chance to discuss each other's work and express any other sentiments they have about the project.

| Arts Media & Entertainment CTE Standards |
|---|
| Performing Arts |
| B1.0 Explore and formulate responses to peer and professional work using the fundamental elements of Theater, |
| Dance, and Music. |
| B1.3 Apply a wide range of kinesthetic communication demonstrating clarity of intent and stylistic |
| nuance. |
| B2.0 Read, listen to, deconstruct, and analyze peer and professional music using the elements and terminology of |
| music. |
| B2.2 Describe how the elements of music are used. |
| B3.0 Observe, deconstruct, and analyze peer and professional theater, film, video, and electronic media and respond |
| using the vocabulary of theater. |
| B3.1 Identify the use of metaphor, subtext, and symbolic elements in text and performance of professional |
| theatrical work (live or recorded). |
| B3.2 Research, analyze, and plan a theatrical performance (live or recorded) with the director, designer, or |
| playwright. |
| B3.3 Create a product which assesses professional theater, film, and video performance products using the |
| vocabulary of theater, such as genre, style, acting values, theme, and design. |
| B4.0 Apply choreographic principles, processes, and skills to create and communicate meaning through |
| improvisation, composition, and performance of dance for a variety of professional applications. |
| B4.2 Notate dances using a variety of systems (Labanotation, motif writing, and personal systems). |
| B4.3 Apply basic music elements (rhythm, meter, tempo, timbre) to construct and perform dances for a variety |
| of professional settings. |
| B5.0 Apply vocal and/or instrumental skill and knowledge to perform a varied repertoire of music appropriate to |
| music industry application. |
| B5.1 Sing or play a repertoire of musical literature representing various genres, styles, and cultures with |
| expression and technical accuracy. |
| B5.7 Create melodic and rhythmic improvisations in a style or genre within a musical culture. |
| B6.0 Apply skill and knowledge in acting, directing, design, and composition to create formal and informal |
| (improvised) theater, film, video, and electronic media performances. |
| B6.1 Demonstrate media appropriate acting choices using script analysis, character research, reflection, and |
| revision in live and recorded performance applications. |
| B6.2 Use acting choices, such as script analysis, character research, reflection, and revision; and apply to a |
| variety of professional settings. |
| B6.3 Create performance products applying basic dramatic structure: exposition, complication, conflict, crises, |
| climax, and resolution. |
| B6.4 Design, produce, or perform scenes applicable to a variety of professional settings and media applications. |
| B6.5 Improvise or write dialogues and scenes applying basic dramatic structure (exposition, complication, |
| crises, climax, and resolution) appropriate to a variety of industry settings. |
| B6.6 Work collaboratively as designer, producer, or actor to meet directorial goals in scenes and plays from a |
| variety of professional sources. |
| B7.0 Analyze the historical and cultural perspective of multiple industry performance products from a discipline- |
| specific perspective. |
| B7.1 Identify and compare how film, theater, television, and electronic media productions influence values |
| and behaviors. |
| B7.4 Analyze the historical and cultural perspective of the actor and performance artist in the professional |
| setting. |

- B8.0 Deconstruct the aesthetic values that drive professional performance and the artistic elements necessary for industry production.
 - B8.1 Critique discipline-specific professional works using the language and terminology specific to the discipline.
 - B8.2 Use selected criteria to compare, contrast, and assess various professional performance forms.
 - B8.3 Analyze the aesthetic principles that apply in a professional work designed for live performance, film, video, or live broadcast.
 - B8.4 Use complex evaluation criteria and terminology to compare and contrast a variety of genres of professional performance products.
- B9.0 Explore the connection between artistic preparation and professional standards and practices.
 - B9.1 Examine the training, education, and experience needed to pursue discipline-specific performance options.
 - B9.2 Demonstrate effective knowledge and skills with the audiovisual equipment and technology used in professional performance.
 - B9.3 Demonstrate entry-level competencies for a career in an artistic or technical field in the theatrical arts.
 - B9.4 Understand the technical aspects of lights, sound, properties, costumes, and makeup from the perspective of the professional performer.
 - B9.5 Contrast differing roles in professional skill sets of creators, performers, and others involved in the production and presentation of the performing arts.
 - B9.6 Create a career plan leading to professional performance in one of the performance disciplines.

Arts Media & Entertainment CTE Standards

Production and Managerial Arts

- C1.0 Demonstrate knowledge of industry safety standards and practices in all areas of technical production.
 - C1.4 Apply safety related decision making and problem-solving techniques to live, recorded, or multimedia generated production.
- C2.0 Understand the technical support functions and artistic competencies in film, video, and live production.
 - C2.1 Analyze the production sequence involved in creating a media based or live performance production.
 - C2.3 Plan one technical component of a production from design to performance.
- C3.0 Analyze and differentiate the function of the various members of a production team.
 - C3.1 Identify the skills and competencies of the various members of a production team including producer, production manager, director, assistant director, stage manager, production designer(s), post production, etc.
- C4.0 Demonstrate key skills and an understanding of the complexities of production planning.
 - C4.1 Know the main elements and functional responsibilities involved in the production and presentation of the performing, visual, and media arts.
 - C4.2 Know how artistic processes, organizational structure, and business principles, including funding and budgeting, are interrelated in both live and media production.
 - C4.3 Identify the responsibilities and activities associated with the preproduction, production, and postproduction of a creative project.
 - C4.4 Demonstrate understanding of the appropriate use of technology in each phase of the production planning.
 - C4.5 Create a call sheet for equipment, crew, technical support, and cast requirements for an arts, media, and entertainment production.

C5.0 Apply knowledge of services, equipment capabilities, the workflow process, data acquisition, and technology to a timely completion of projects.

C5.1 Identify essential qualifications and technological competencies for each team member, including artists, designers, performers, composers, writers, and technicians.

- C5.2 Plan the general coordination of various elements in a project or production.
- C6.0 Understand the key elements of developing and promoting a production from creation to distribution. C6.4 Create a promotional example using electronic media.
- C7.0 Know various media production, communication, and dissemination techniques and methods, including written, oral, visual, and electronic media.
 - C7.2 Identify successful business models and analyze various facets of those models, such as market analysis, marketing strategy, and product value.
 - C7.4 Understand the role of audience and market research in promotional planning.
 - C7.5 Understand the components of marketing campaigns for live and media-based productions, including advertising in both traditional and social media.

3. Key Assignments:

Unit 1: "Focused Moment"

- Students will demonstrate their mastery of this basic film composition.
- Students take these applied techniques and terms and create a thirty second short video that makes a mundane task extraordinary, like tying a shoelace, or opening a door.
- Students will creatively write a long paragraph describing this moment.
- Students will use at least 8 different shots applying the techniques and terms they've just learned to match the mood and tone of their writing to show a mundane task in cinematic fashion.

Unit 2: "The Silent Short"

- Students take what they've learned from both units and try to tell a story with the limits of early filmmakers.
- Students will create a short film with no dialogue, or even text for dialogue through creative camera angles, music, and little else.
- Students will start with a short descriptive story written down to explore plot and story crafting.
- Students will translate this into storyboards that are sketched out by the students themselves.
- Students will analyze storyboards to be sure they're reflecting what we've learned in both units so far, and then the students film and edit this film.
- Students will write up a critique of not only their peers' work but reflect on their own as well.

Unit 3: The Dialogue

- Students will write their own short dialogue scene that gets work-shopped in class.
- The scripts focus on character development and revelation, and formatting.
- Students will collaborate with the drama class on readings of their scripts.
- Students will shoot and edit their own dialogue scene following the examples and editing choices learned from Murch's and other writings.
- Students will screen the scenes.
- Students will participate in a panel discussion where the filmmakers must defend their choices and explain their writing.

Unit 4: Contemporary Issue

- Students will address an issue that they are concerned about and create a short documentary on this topic.
- Students will write an essay about the issue being addressed, how there is a story behind it, and which mode (observational, expository, performative, etc.) of documentary would best be served to demonstrate this issue and why.
- Students will film and edit this short documentary. Many will be entered into local contests and shared with the entire school.

Unit 5: Commercial

- Students will do a mock commercial, a commercial for a class or program at our school, or they can be "hired" by a local business (no corporations, only locally owned).
- Students will write the script and story board it out,
- Students will include a paragraph or more describing their method of persuasion they're using.
- The commercial is evaluated not only on the quality of the final product, but how it reflects the method of persuasion chosen.

Unit 6: Scene Analysis

- Students analyze a scene from the genre of their choice in a short essay.
- Students will focus on the context of the film's movement and history, as well as the aesthetic style and editing choices made by the director.
- Students will storyboard the scene and recreate the scene as closely as possible.

Unit 7: Experimental Film

- Students will either create a music video, or an experimental piece where they approach their short film as a work of art.
- Students will push their creative boundaries in an attempt to express something personal, or a critique of the world.
- Students will play their films on loops and others observe and move around like an actual art gallery for critiquing.
- Students will provide three written critiques of other student projects.

Unit 8: Research Paper

- Students will report on a specific career in film, what it takes to get there, and how they would be a good fit in that specific role.
- Students will demonstrate their understanding of the aspects of movement and motion graphics, and a bit of key frame animation in a visual slide show.
- Students will share their research with the class, so every student develops an in-depth knowledge of the video production industry.

Unit 9: The Finale

- Students will plan, storyboard, audition and take all the cinematographic techniques learned on the filming side to shoot.
- Students will journal the process, explain pitfalls they encountered and how they overcame them, as well as analyze their method of filming and producing.
- Students will select their six favorite shots from production and submit them along with a short explanation as to why they chose these shots.
- The footage is graded on aesthetic quality alone and is a separate evaluation from the movie as a whole.

4. Instructional Methods and/or Strategies:

- Direct instruction
- Small group work
- Activity-based instruction
- Group discussions

5. Assessment Including Methods and/or Tools:

The class uses computers to drive project-based learning, including the use of Microsoft Word for screenwriting and Adobe Premiere Pro for video production. The culminating project requires students to collaborate as a class to create a feature-length film by the end of the course.

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

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

Chino Valley Unified School District Our Motto: Student Achievement • Safe Schools • Positive School Climate Humility • Civility • Service

DATE: July 18, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT:REVISION OF BOARD POLICY AND ADMINISTRATIVE
REGULATION 6171 INSTRUCTION – TITLE I PROGRAMS

BACKGROUND

Board policies, administrative regulations, and bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current practice. Board Policy and Administrative Regulation 6171 Instruction – Title I Programs are being revised to address (1) the requirement to use federal Title I funds to supplement, not supplant, funds available from state and local sources; (2) use of the District's Local Control and Accountability Plan; and (3) methods for demonstrating the comparability of services between Title I and non-Title I schools. The administrative regulation is being updated to reflect amendments by the Every Student Succeeds Act related to schoolwide programs, targeting assistance programs, and participation by private school students.

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

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

RECOMMENDATION

It is recommended the Board of Education receive for information the revision of Board Policy and Administrative Regulation 6171 Instruction – Title I Programs.

FISCAL IMPACT

None.

NE:LF:YF:rtr

Instruction

TITLE I PROGRAMS

In order to improve the BOARD OF EDUCATION DESIRES TO PROVIDE A HIGH-QUALITY EDUCATION THAT ENABLES ALL STUDENTS TO MEET CHALLENGING STATE academic achievement STANDARDS. IN SCHOOLS WITH of students A LARGE NUMBER OR PERCENTAGE from OF economically disadvantage families, the District shall use Federal Title I funds to provide supplementary services that reinforce STRENGTHEN the core curriculum ACADEMIC PROGRAM and assist PROVIDE SUPPORT TO students in attaining proficiency on state AT RISK OF FAILING TO ACHIEVE academic standards and assessments.

(cf. 6011 - Academic Standards) (cf. 6162.5 - Student Assessment) (cf. 6162.51 - Standardized Testing and Reporting Program)

TITLE I FUNDS SHALL BE USED TO SUPPLEMENT, NOT SUPPLANT, FUNDS AVAILABLE FROM STATE AND LOCAL SOURCES FOR THE EDUCATION OF STUDENTS PARTICIPATING IN TITLE I PROGRAMS. (20 USC 6314, 6321)

The Superintendent or designee shall provide technical assistance and support to any school participating in DESCRIPTIONS OF HOW THE DISTRICT WILL ADDRESS THE REQUIRED COMPONENTS OF the Title I program LOCAL EDUCATIONAL AGENCY PLAN, including consultation AS SPECIFIED in 20 USC 6312, SHALL BE INCLUDED WITHIN the DISTRICT'S development and implementation of school LOCAL CONTROL AND ACCOUNTABILITY plans (LCAP), THE LCAP FEDERAL ADDENDUM, OR ANOTHER DOCUMENT. SCHOOL-LEVEL STRATEGIES SHALL BE ALIGNED WITH THE DISTRICT'S PLAN and activities BE TAILORED TO THE SPECIFIC NEEDS OF THE STUDENTS AT THE SCHOOL.

(cf. 0420 - School Plans/Site Councils)

(cf. 0400 - Comprehensive Plans)

(cf. 0460 - Local Control and Accountability Plan)

IN ADDITION, The District and each school receiving Title I funds shall develop a written parent/GUARDIAN AND FAMILY involvement ENGAGEMENT policy in accordance with 20 USC 6318.

(cf. 6020 - Parent Involvement)

Comparability of Services

IN SCHOOLS RECEIVING State and local funds used in schools receiving Title I funds, STATE AND LOCAL FUNDS shall BE USED TO provide services that, taken as a whole, are at least comparable to services in schools that are not receiving Title I funds or, if all district schools are receiving Title I funds, that are substantially comparable in each school. Comparability may be determined on a school-by-school basis or by grade span. (20 USC 6321)

To demonstrate comparability of services among District schools:

- 1. The Board of Education shall adopt and implement a District-wide salary schedule.
- 2. The ratio of students to teachers, administrators, and other staff at each Title I school shall not exceed 110 percent of the average ratio across non-Title I schools.
- 3. Salary expenditures at each Title I school, shall be no less than 90 percent of the average salary expenditure across non-Title I schools.
- 4. All district schools shall be provided with the same level of base funding per student for curriculum and instructional materials.
- 5. The Superintendent or designee shall maintain records of the quantity and quality of instructional materials and equipment at each school.
- (cf. 6161.1 Selection and Evaluation of Instructional Materials)

In determining comparability, the District shall not include staff salary differentials for years of employment. The District also may exclude unpredictable changes in student enrollment or personnel assignments that occur after the beginning of the school year, state and local funds expended for language instruction educational programs, state and local funds expended for the excess costs of providing services to disabled students WITH DISABILITIES, and supplemental state or local funds expended in any school attendance area or school for programs that specifically meet the intent and purposes of Title I. (20 USC 6321)

At the beginning of each school year, tThe Superintendent or designee shall ANNUALLY measure ASSESS comparability in accordance with the above criteria and maintain records documenting the District's compliance. If any instances of noncomparability are identified, the Superintendent or designee shall promptly implement adjustments as needed to ensure comparability.

PARTICIPATION OF PRIVATE SCHOOL STUDENTS

THE DISTRICT SHALL PROVIDE OR CONTRACT TO PROVIDE SPECIAL EDUCATIONAL SERVICES, INSTRUCTIONAL SERVICES (INCLUDING EVALUATIONS TO DETERMINE THE PROGRESS BEING MADE IN MEETING STUDENTS' ACADEMIC NEEDS), COUNSELING, MENTORING, ONE-ON-ONE TUTORING, OR OTHER TITLE I BENEFITS TO ELIGIBLE PRIVATE SCHOOL STUDENTS RESIDING IN A PARTICIPATING SCHOOL ATTENDANCE AREA. SUCH SERVICES AND BENEFITS SHALL BE PROVIDED ON AN EQUITABLE BASIS IN COMPARISON TO SERVICES AND OTHER BENEFITS FOR PUBLIC SCHOOL STUDENTS. (20 USC 6320, 7881)

Program Evaluation

The Board shall use state assessment results and other available measures or MONITOR THE PROGRESS OF **ECONOMICALLY** indicators to DISADVANTAGED AND LOW-ACHIEVING STUDENTS IN TITLE I SCHOOLS. DURING THE annually EVALUATION OF THE DISTRICT'S determine whether each participating school making adequate yearly progress toward ensuring ACHEIVING that all students meet the state's proficient level of EACH GOAL IDENTIFIED IN THE LCAP OR OTHER PLANNING DOCUMENT ADDRESSING 20 USC 6312, THE BOARD SHALL REVIEW ACADEMIC achievement on state assessments, SCHOOL ATTENDANCE, AND OTHER OUTCOMES FOR SUCH STUDENTS AND SHALL ENSURE THAT STRATEGIES ARE REVISED AS NECESSARY TO SUPPORT CONTINUOUS IMPROVEMENT.

(cf. 0500 - Accountability) (cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:

EDUCATION CODE 11503 Parent Involvement Programs in Title I Schools 52060-52077 Local control and accountability plan 54420-54425 State Compensatory Education 64001 Single Plan for Student Achievement, Consolidated Application Programs UNITED STATES CODE, TITLE 20 6301 Program Purpose 6311-6422 Improving Basic Programs for Disadvantaged Students, Including: 6312 Local Educational Agency Plan 6313 Eligibility of Schools and School Attendance Areas; Funding Allocation 6314 Title I Schoolwide Programs 6315 Targeted Assistance Schools 6318 Parent and family engagement 6320 Participation of Private School Students 6321 Comparability of Services 6333-6335 Grants to local educational agencies 6391-6399 Education for migrant students 7881 Participation of Private School Students CODE OF FEDERAL REGULATIONS, TITLE 34 200.1-200.73 Improving Basic Programs for Disadvantaged Students

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Frequently Asked Questions About Title I Schoolwide Programs Local Control and Accountability Plan Federal Addendum Template

Meeting Title I, Part A Comparability Requirements, October 2017

UNITED STATES DEPARTMENT OF EDUCATION GUIDANCE

Fiscal Changes and Equitable Services Requirements Under the Elementary and Secondary Education Act of 1965 (ESEA), as Amended by the Every Student Succeeds Act, Non-Regulatory Guidance, November 21, 2016

Title I Fiscal Issues, Non-Regulatory Guidance, February 2008

Designing Schoolwide Programs, March 22, 2006

BP 6171(d)

TITLE I PROGRAMS (cont.)

Title I Services to Eligible Private School Students, October 17, 2003 <u>WEBSITES</u> California School Boards Association: www.cbsa.org California Department of Education: www.cde.ca.gov/sp/sw U.S. Department of Education: www.ed.gov

Chino Valley Unified School District

Policy adopted: September 4, 2003 Revised: June 18, 2009 REVISED:

TITLE I PROGRAMS

Schoolwide Programs

A school may operate a Title I schoolwide program in order to upgrade the entire educational program of the school when at least 40 percent of the students in the school attendance area, or at least 40 percent of the students enrolled in the school, are from low-income families. The Superintendent or designee shall inform any such eligible school and the school's parents/guardians of the school's eligibility and its ability to consolidate funds from federal, state, and local sources for program purposes. (20 USC 6314; 34 CFR 200.25)

ANY SCHOOL OPERATING A SCHOOLWIDE PROGRAM SHALL DEVELOP A COMPREHENSIVE PLAN WITH THE INVOLVEMENT OF PARENTS/GUARDIANS, AND OTHER INDIVIDUALS DETERMINED BY THE SCHOOL. (20 USC 6314)

(cf. 0400 - Comprehensive Plans)

Any participating THE schoolwide PROGRAM PLAN shall develop, annually review, and update BE BASED ON A COMPREHENSIVE NEEDS ASSESSMENT AND SHALL BE INCORPORATED INTO a single plan for student achievement which ALSO incorporates the planS required by 20 USC 6314 for reforming the school's total instructional program and plans required by FOR other categorical programs included in the state's consolidated application. (Education Code 64001; 20 USC 6314)

(cf. 0420 - School Plans/Site Councils)

A school-wide program THE PLAN shall include DESCRIBE THE STRATEGIES THAT THE SCHOOL WILL IMPLEMENT TO ADDRESS SCHOOL NEEDS, INCLUDING A DESCRIPTION OF HOW SUCH STRATEGIES WILL: (20 USC 6314)

 A comprehensive needs assessment of the entire school, including the needs of migrant PROVIDE OPPORTUNITIES FOR ALL students, which includesING the achievement of ECONOMICALLY DISADVANTAGED students, STUDENTS WITH DISABILITIES, AND ENGLISH LEARNERS, in relation to MEET state academic content and achievement standards.

(cf. 6011 - Academic Standards)

- School-wide reform USE METHODS AND INSTRUCTIONAL strategies that STRENGTHEN THE SCHOOL'S ACADEMIC PROGRAM, INCREASE THE AMOUNT AND QUALITY OF LEARNING TIME, AND HELP PROVIDE AN ENRICHED AND ACCELERATED CURRICULUM, WHICH MAY INCLUDE PROGRAMS, ACTIVITIES, AND COURSES NECESSARY TO PROVIDE A WELL-ROUNDED EDUCATION.
 - a. Provide opportunities for all students to meet the state's proficient and advanced levels of achievement.

- b. Use effective methods and instructional strategies, based on scientifically based research, that strengthen the school's core academic program, increase the amount and quality of learning time, help provide an enriched and accelerated curriculum, and include strategies for meeting the educational needs of historically underserved populations.
- (cf. 5148.2 Before/After School Programs)
- (cf. 6111 School Calendar)
- (cf. 6112 School Day)
- (cf. 6141 Curriculum Development, Implementation and Evaluation)
- (cf. 6177 Summer School)
- c.3. Include strategies to aAddress the needs of all students in the school, but particularly the needs of low-achieving students and those at risk of not meeting state achievement ACADEMIC standards, who are members of the target population of any program that is part of the school-wide program. THROUGH ACTIVITIES WHICH MAY INCLUDE:
 - a. Such strategies may include cCounseling, SCHOOL-BASED MENTAL HEALTH PROGRAMS, student SPECIALIZED INSTRUCTIONAL SUPPORT services, mentoring services, college and career awareness and preparation, and OTHER STRATEGIES TO IMPROVE STUDENTS' SKILLS OUTSIDE the integration of vocational and technical education programs ACADEMIC SUBJECT AREAS.
- (cf. 5141.6 School Health Services)
- (cf. 6164.2 Guidance/Counseling Services)
- (cf. 6164.5 Student Success Teams)
 - d.b Address how PREPARATION FOR AND AWARENESS OF OPPORTUNITIES FOR POSTSECONDARY EDUCATION AND the WORKFORCE, WHICH MAY INCLUDE CAREER AND TECHNICAL EDUCATION PROGRAMS AND BROADENING SECONDARY school will determine if studentS' needs have been met ACCESS TO COURSEWORK TO EARN POSTSECONDARY CREDIT WHILE STILL IN HIGH SCHOOL
- (cf. 6172.1 Concurrent Enrollment in College Classes)
- (cf. 6178 Career Technical Education)
 - e.c. Are consistent with and designed to iImplementATION state OF A SCHOOLWIDE TIERED MODEL TO PREVENT and local improvement plans, if any ADDRESS PROBLEM BEHAVIOR, AND EARLY INTERVENTION SERVICES, COORDINATED WITH SIMILAR ACTIVITIES AND SERVICES CARRIED OUT UNDER THE INDIVIDUALS WITH DISABILITIES EDUCATION ACT

AR 6171(c)

TITLE I PROGRAMS (cont.)

- 3.d. High-quality and ongoing pProfessional development AND OTHER ACTIVITIES for teachers, principals, paraprofessionals, and, if appropriate, student services personnel, other staff SCHOOL PERSONNEL, and parents/guardians to enable IMPROVE all students in the school INSTRUCTION AND USE OF DATA FROM ACADEMIC ASSESSMENTS AND to meet state academic achievement standards RECRUIT AND RETAIN EFFECTIVE TEACHERS, PARTICULARLY IN HIGH-NEED SUBJECTS
- (cf. 4111/4211/4311 Recruitment and Selection)
- (cf. 4131 Staff Development)
- (cf. 4222 Teacher Aides/Paraprofessionals)
- (cf. 4231 Staff Development)
- (cf. 4331 Staff Development)

4. Strategies to attract high-quality, highly qualified teachers to high-need schools.

(cf. 4111 - Recruitment and Selection)

5. Strategies to increase parent involvement.

- (cf. 5020 Parent Rights and Responsibilities)
- (cf. 6020 Parent Involvement)
 - 6.e Plans STRATEGIES for assisting preschool children in the transition from early childhood programs to elementary school programs
- (cf. 5148.3 Preschool/Early Childhood Education)
- 7. Measures to include teachers in decisions regarding the use of academic assessments to provide information on and to improve the achievement of individual students and the overall instructional program
- 8. Activities to ensure that students who experience difficulty mastering the proficient and advanced levels of academic standards shall be provided with effective, timely additional assistance, which shall include measures for timely identification of students' difficulties and provision of sufficient information on which to base effective assistance.

(cf. 6179 - Supplemental Instruction)

9.Coordination and integration THE PLAN SHALL ALSO INCLUDE A DESCRIPTION of ANY APPLICABLE federal, state and local services and programs THAT WILL BE CONSOLIDATED IN THE SCHOOLWIDE PROGRAM. (20 USC 6314; 34 CFR 200.27)

THE PLAN AND ITS IMPLEMENTATION SHALL BE MONITORED AND REVISED AS NECESSARY BASED ON STUDENT NEEDS TO ENSURE THAT ALL STUDENTS ARE PROVIDED OPPORTUNITIES TO MEET STATE ACADEMIC STANDARDS. (20 USC 6314)

Targeted Assistance Programs

Any school that receives Title I funds but does not operate schoolwide program shall use Title I funds to provide services to: (20 USC 6315)

- 1. Students in grades 3-12 identified by the school as failing, or most at-risk of failing, to meet the state's academic achievement standards on the basis of criteria established by the District and supplemented by the school.
- 2. Students in preschool through grade 2 selected solely on the basis of such criteria as teacher judgment, interviews with parents/guardians, and developmentally appropriate measures.

A targeted assistance program shall: (20 USC 6315)

- 1. Use program resources to help participating students meet state academic achievement standards expected for all students.
- 2. Ensure that program planning is incorporated into existing school planning.
- 3. Use effective methods and instructional strategies, based on scientifically based research that strengthens the core academic program, give primary consideration to providing extended learning time, help provide an accelerated, high-quality curriculum, and minimize removing students from the regular classroom during regular school hours for instruction provided by Title I.
- 4. Coordinate with and support the regular education program, which may include services to assist preschool students in the transition to elementary school programs.
- 5. Provide instruction by highly qualified teachers.
- 6. Provide opportunities for professional development for teachers, principals, paraprofessionals, and, if appropriate, student services personnel, other staff, and, parents/guardians who work with participating students.
- 7. Provide strategies to increase parent involvement.
- 8. Coordinate and integrate federal, state and local services and programs.

Participation of Private School Students

The Superintendent or designee shall provide or contract to provide special educational services or other Title I benefits to eligible private school students residing in a participating school attendance area. Such services and benefits shall be provided on an equitable basis with participating public school students. (20 USC 6320, 7881)

Teachers, other educational personnel, and families of participating private school students shall have an opportunity to participate, on an equitable basis, in parent/GUARDIAN AND FAMILY involvement ENGAGEMENT activities and professional development pursuant to 20 USC 6318. (20 USC 6320, 7881)

Each year the Superintendent or designee shall contact officials of private schools with students who reside within District boundaries, regardless of whether the private school they attend is located within the District or whether or not those officials have previously indicated any interest in program participation, AND INVITE THEM TO A MEETING TO DISCUSS THE INTENT OF TITLE I AND THE ROLES OF PUBLIC AND PRIVATE SCHOOL OFFICIALS.

The Superintendent or designee shall consult, in a meaningful and timely manner, with appropriate private school officials, IN A MEANINGFUL AND TIMELY MANNER, during the design and development of the District's Title I programs, WITH THE GOAL OF REACHING AGREEMENT ON HOW TO PROVIDE EQUITABLE AND EFFECTIVE PROGRAMS FOR ELIGIBLE PRIVATE SCHOOL STUDENTS. Such consultation shall occur before the District makes any decision that affects the opportunities of eligible private school students to participate in Title I programs and shall include a discussion of CONSULTATION ON ISSUES SUCH AS THE FOLLOWING: (20 USC 6320, 7881; 34 CFR 200.56)

- 1. How the needs of private school students will be identified
- 2. What services will be offered
- 3. How, where and by whom the services will be provided
- 4. How the services will be academically assessed and how assessment results will be used to improve those services.
- 5. The size and scope of the equitable services to be provided to ELIGIBLE private school students, and the proportion of funds that is TO BE allocated for such services, AND HOW THAT PROPORTION OF FUNDS IS DETERMINED
- 6. The method or sources of data that are used to determine the number of students from low-income families in participating school attendance areas who attend private schools
- 7. How and when the District will make decisions about the delivery of services to such students, including a thorough consideration and analysis of the views of private school officials on the provision of services through a third-party provider
- 8. How, if the District disagrees with the views of private school officials on the provision of services through a third-party provider, the District will provide to private school officials a written analysis of the reasons that the District has chosen not to use a contractor

IF THE DISTRICT DISAGREES WITH THE VIEWS OF PRIVATE SCHOOL OFFICIALS WITH RESPECT TO ANY OF THE ABOVE ISSUES, THE DISTRICT SHALL PROVIDE THE OFFICIALS, IN WRITING, THE REASONS THAT THE DISTRICT DISAGREES. (20 USC 6320)

Meetings between district and private school officials shall continue throughout implementation and assessment of services. (20 USC 6320)

The Superintendent or designee DISTRICT shall maintain and shall provide to the California Department of Education (CDE) upon request, a written affirmation signed by officials of each participating private school that consultation has occurred. THE AFFIRMATION SHALL PROVIDE THE OPTION FOR PRIVATE SCHOOL OFFICIALS TO INDICATE THEIR BELIEF THAT TIMELY AND MEANINGFUL CONSULTATION HAS NOT OCCURRED OR THAT THE PROGRAM DESIGN IS NOT EQUITABLE WITH RESPECT TO PRIVATE SCHOOL STUDENTS. If the private school officials do not provide such THE affirmation within a reasonable period of time, the Superintendent or designee DISTRICT shall maintain records of SEND DOCUMENTATION TO THE CDE DEMONSTRATING THAT the consultation HAS, or the offer of ATTEMPTS AT SUCH consultation HAVE, TAKEN PLACE. (20 USC 6320)

(cf. 3580 - District Records)

The Superintendent or designee also shall maintain COPIES OF PROGRAM DESCRIPTIONS, NOTICES, FUNDING ALLOCATIONS, AND OTHER COMMUNICATIONS AND records documenting PERTAINING that: TO THE PROVISION OF SERVICES TO PRIVATE SCHOOL STUDENTS.

Chino Valley Unified School District

Regulation approved: September 4, 2003 Revised: May 7, 2009 Revised: December 15, 2016 REVISED:

Chino Valley Unified School District Our Motto: Student Achievement • Safe Schools • Positive School Climate Humility • Civility • Service

DATE: July 18, 2019

- 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 APRIL THROUGH JUNE 2019

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 April through June 2019.

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: | April 2019 – June 2019 | | |

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