



CHINO VALLEY
UNIFIED SCHOOL DISTRICT

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

BOARD OF EDUCATION AGENDA

October 3, 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
5:15 p.m. - Closed Session • 6:00 p.m. - Regular Meeting
October 3, 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 – 5:15 P.M.

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

Discussion and possible action (times are approximate):

- a. Conference with Legal Counsel Existing Litigation (Government Code 54954.5 (c) and 54956.9 (d)(1)): Oxford Preparatory Academy v. Chino Valley Unified School District, et. al. SBC No. CIVDS1710045. (Chidester, Margaret A. & Associates) (5 minutes)
- b. Conference with Legal Counsel Anticipated Litigation (Government Code 54954.5(c) and 54956.9 (d)(2) and (e)(1)): One possible case. (Terry Tao, Esquire) (5 minutes)
- c. Student Discipline Matter (Education Code 35146, 48918 (c) & (j)): Expulsion case 19/20-04. (10 minutes)
- d. Conference with Labor Negotiators (Government Code 54957.6): A.C.T. and CSEA negotiations. Agency designated representatives: Frank Arce, Isabel Brenes, Sandra Chen, and Richard Rideout. (15 minutes)
- e. Public Employee Discipline/Dismissal/Release (Government Code 54957): (10 minutes)

I.B. RECONVENE TO REGULAR OPEN MEETING – 6:00 P.M.

1. Report Closed Session Action
2. Pledge of Allegiance

I.C. STAFF REPORT

1. District Technology Plan

I.D. COMMENTS FROM STUDENT REPRESENTATIVE

I.E. COMMENTS FROM EMPLOYEE REPRESENTATIVES

The proceedings of this meeting are being recorded.

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

I.G. CHANGES AND DELETIONS

II. ACTION

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

II.A.1. Public Hearing Regarding the Sufficiency of Instructional Materials 2019/2020 and Adoption of Resolution 2019/2020-18

Page 9

Recommend the Board of Education conduct a public hearing regarding the Sufficiency of Instructional Materials 2019/2020 and adopt Resolution 2019/2020-18.

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

II.B. HUMAN RESOURCES

II.B.1. Public Hearing and Ratification of the Tentative Agreement Between the Chino Valley Unified School District and the Associated Chino Teachers Effective July 1, 2019, Through June 30, 2022

Page 14

Recommend the Board of Education:
a) Conduct a public hearing, and
b) Ratify the Tentative Agreement between the Chino Valley Unified School District and the Associated Chino Teachers effective July 1, 2019, through June 30, 2022.

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

II.B.2. Approval of Salary Increases for Management and Classified Confidential Employees

Page 45

Recommend the Board of Education approve the salary increases for management and classified confidential employees as follows:

a) Provide a 2.5% on-schedule salary increase for the 2019/2020 school year effective July 1, 2019, and a 0.5% off-schedule one-time payment for current employees as of September 4, 2019, based on their 2019/2020 salary schedule; and

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

- b) Provide a 2.0% on-schedule salary increase for the 2020/2021 school year effective July 1, 2020; and a 1.0% off-schedule one-time payment to current employees based on their salary schedule as of July 1, 2020.

II.B.3.
Page 52

Addendum to the Employment Contracts for the Superintendent; Associate Superintendents of Business Services, and Curriculum, Instruction, Innovation, and Support; and the Assistant Superintendents of Curriculum, Instruction, Innovation, and Support, Facilities, Planning, and Operations, and Human Resources Divisions

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

Recommend the Board of Education approve the addendum to the employment contracts for the Superintendent; Associate Superintendents of Business Services, and Curriculum, Instruction, Innovation, and Support; and the Assistant Superintendents of Curriculum, Instruction, Innovation, and Support, Facilities, Planning, and Operations, and Human Resources Divisions as follows:

- a) Provide a 2.5% on-schedule salary increase for the 2019/2020 school year effective July 1, 2019, and a 0.5% off-schedule one-time payment for current employees as of September 4, 2019, based on their 2019/2020 salary schedule; and
- b) Provide a 2.0% on-schedule salary increase for the 2020/2021 school year effective July 1, 2020, and a 1.0% off-schedule one-time payment to current employees based on their salary schedule as of July 1, 2020.

II.B.4.
Page 64

Compensation Increase for the Board of Education

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

Recommend the Board of Education approve:

- a) A 2.5% compensation increase for the 2019/2020 school year effective October 4, 2019; and
- b) A 2% compensation increase for the 2020/2021 school year effective July 1, 2020.

II.B.5. Compensation Increase for Workforce Innovation and Opportunity ACT (WIOA) Students, and AVID Tutors, and Nutrition Services Assistant I Substitutes

Page 65

Recommend the Board of Education approve a compensation increase for Workforce Innovation and Opportunity Act (WIOA) Students, AVID Tutors, and Nutrition Services Assistant I substitutes.

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

II.B.6. Resolution 2019/2020-17 Week of the School Administrator

Page 67

Recommend the Board of Education adopt Resolution 2019/2020-17, Week of the School Administrator.

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

III. CONSENT

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

III.A. ADMINISTRATION

III.A.1. Minutes of the Regular Meeting of September 19, 2019

Page 70

Recommend the Board of Education approve the minutes of the regular meeting of September 19, 2019.

III.A.2. Resolution 2019/2020-16 Board Compensation for Irene Hernandez-Blair for Missed Meetings of September 19, 2019, and October 3, 2019

Page 76

Recommend the Board of Education adopt Resolution 2019/2020-16 Board Compensation for Irene Hernandez-Blair for missed meetings of September 19, 2019, and October 3, 2019.

III.B. BUSINESS SERVICES

III.B.1. Warrant Register

Page 78

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

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

Page 79

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

III.B.3. Fundraising Activities

Page 81

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

III.B.4. Donations

Page 86 Recommend the Board of Education accept the donations.

III.B.5. Legal Services

Page 88 Recommend the Board of Education approve payment for legal services to the law offices of Margaret A. Chidester & Associates; and The Tao Firm.

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

III.C.1. Student Expulsion Case 19/20-04

Page 89 Recommend the Board of Education approve student expulsion case 19/20-04.

III.C.2. School-Sponsored Trips

Page 90 Recommend the Board of Education approve/ratify the following school-sponsored trips for: Rhodes ES, and Ayala HS.

III.C.3. Proclamation for Red Ribbon Week, October 23-31, 2019

Page 92 Recommend the Board of Education adopt the proclamation for Red Ribbon Week, October 23-31, 2019.

III.D. FACILITIES, PLANNING, AND OPERATIONS

III.D.1. Purchase Order Register

Page 94 Recommend the Board of Education approve/ratify the purchase order register, provided under separate cover.

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

Page 95 Recommend the Board of Education approve/ratify the Agreements for Contractor/Consultant Services.

III.D.3. Surplus/Obsolete Property

Page 99 Recommend the Board of Education declare the District property surplus/obsolete and authorize staff to sell/dispose of said property.

III.D.4. Notice of Completion for CUPCCAA Projects

Page 101 Recommend the Board of Education approve the Notice of Completion for CUPCCAA Projects.

III.D.5. Change Order and Notice of Completion for CUPCCAA Bid 18-19-39I, Butterfield Ranch ES Playground Equipment Installation

Page 103 Recommend the Board of Education approve the Change Order and Notice of Completion for CUPCCAA Bid 18-19-39I, Butterfield Ranch ES Playground Equipment Installation.

- III.D.6. Change Order and Notice of Completion for CUPCCAA Bid 19-20-10I, Sycamore Academy Site Preparation**
Page 106
Recommend the Board of Education approve Change Order and Notice of Completion for CUPCCAA Bid 19-20-10I, Sycamore Academy Site Preparation.
- III.D.7. Bid 19-20-18F, Briggs K-8 New Science Building—Rebid**
Page 109
Recommend the Board of Education award Bid 19-20-18F, Briggs K-8 New Science Building—Rebid to the following contractors: BP #3 to KCB Towers, Inc.; BP #14 to Valley Pipeline Services, Inc.; and BP #18 to Rancho Pacific Electric Construction, Inc.
- III.D.8. Change Orders for Bid 18-19-08F, Ayala HS New Science Lab Building**
Page 111
Recommend the Board of Education approve Change Orders for Bid 18-19-08F, Ayala HS New Science Lab Building.
- III.D.9. Change Order for Bid 18-19-13F, Cal Aero K-8 and Ayala HS Fencing**
Page 117
Recommend the Board of Education approve the Change Order for Bid 18-19-13F, Cal Aero K-8 and Ayala HS Fencing.
- III.D.10. Change Order and Notice of Completion for Bid 18-19-27F, Briggs K-8 New Science Lab Building—Interim Housing (Bid Package 03)**
Page 119
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 18-19-27F, Briggs K-8 New Science Lab Building—Interim Housing (Bid Package 03).
- III.D.11. Notice of Completion for Bid 18-19-27F, Briggs K-8 New Science Lab Building—Interim Housing (Bid Package 02)**
Page 123
Recommend the Board of Education approve the Notice of Completion for Bid 18-19-27F, Briggs K-8 New Science Lab Building—Interim Housing (Bid Package 02).
- III.D.12. Amended License Agreement Between Chino Valley Unified School District and Spectrum Center, Inc. for the Use of Real Property for the 2019/2020 School Year**
Page 124
Recommend the Board of Education approve the amended 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.E. HUMAN RESOURCES**
- III.E.1. Certificated/Classified Personnel Items**
Page 147
Recommend the Board of Education approve/ratify the certificated/classified personnel items.
- III.E.2. Student Teaching Agreement with the University of Southern California**
Page 152
Recommend the Board of Education approve the student teaching agreement with the University of Southern California.

III.E.3. Internship Agreement with California State University, Fullerton

Page 160 Recommend the Board of Education approve the internship agreement with California State University, Fullerton.

III.E.4. Memorandum of Understanding for the California Agricultural Teachers' Induction Program with Davis Joint Unified School District

Page 166 Recommend the Board of Education approve the Memorandum of Understanding for the California Agricultural Teachers' Induction Program with Davis Joint Unified School District.

IV. INFORMATION

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

IV.A.1. Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for July Through September 2019

Page 171 Recommend the Board of Education receive for information the Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for July through September 2019.

V. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

VI. ADJOURNMENT

Chino Valley Unified School District

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
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DATE: October 3, 2019
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
Luke Hackney, Director, Elementary Curriculum
Sherri Johnson, Psy.D., Health Services/Child Development
Julian Rodriguez, Director, Secondary Curriculum
Troy Ingram, Coordinator, Innovation and Creative Services
SUBJECT: PUBLIC HEARING REGARDING THE SUFFICIENCY OF INSTRUCTIONAL MATERIALS 2019/2020 AND ADOPTION OF RESOLUTION 2019/2020-18

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BACKGROUND

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

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

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

RECOMMENDATION

It is recommended the Board of Education conduct a public hearing regarding the Sufficiency of Instructional Materials 2019/2020 and adopt Resolution 2019/2020-18.

FISCAL IMPACT

None.

NE:LF:LH:SJ:JR:TI:rtr

**Chino Valley Unified School District
Resolution 2019/2020-18
Sufficiency of Instructional Materials**

WHEREAS, the Board of Education of the Chino Valley Unified School District, in order to comply with the requirements of Education Code 60119, held a public hearing on October 3, 2019, at 6:00 pm, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours;

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

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

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

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

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

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

English/Language Arts/English Language Development

- TK MacMillan/McGraw-Hill; Little Treasures (All Day National Kit, Read Aloud Big Books, Trade Books, plus additional components) 2012
- K-6 McGraw-Hill School Education; CA Reading Wonders ELA/ELD, 2017
- 7-8 Houghton Mifflin Harcourt; California Collections Student Edition, 2017
- 7-12 Houghton Mifflin; Scholastic: Read 180, 2017
- 9-12 Center for Advancement of Reading, California State University; Expository Reading and Writing Course, Student Reader, Second Edition, 2013
- 9-12 Pearson; My Perspectives English Language Arts, 2017
- 11 Bedford/Saint Martin's; The Language of Composition, 2018

Mathematics

- TK MacMillan/McGraw-Hill; Little Treasures (All Day National Kit, Read Aloud Big Books, Trade Books, plus additional components) 2012
- K-5 Pearson Scott Foresman; enVision Math, 2015
- 6-8 Houghton Mifflin & Harcourt; Big Ideas Math, Course 1, Course 2, and Course 3, 2015
- 8-12 McGraw Hill; Integrated Math I, Integrated Math II, and Integrated Math III, 2012
- 9-12 Carnegie Learning; Geometry, A Common Core Math Program, 2011
- 9-12 Glencoe; Elementary Statistics, 2006
- 9-12 Holt McDougal; Mathematics Explorations in Core Math for Common Core Algebra 2, 2010
- 9-12 Houghton Mifflin & Harcourt; PreCalculus with Limits, 2010
- 9-12 Pearson Prentice Hall; PreCalculus, 2010
- 11-12 South-Western Cengage Learning; Financial Algebra: Advanced Algebra with Financial Applications, 2017
- 10-12 Bedford, Freeman, and Worth; Calculus for the AP Course, 2017
- 11-12 Cengage Learning; Calculus for AP, 2016
- 10-12 Pearson; Stats: Modeling the World, 5th Edition, 2019

History/Social Science

- TK MacMillan/McGraw-Hill; Little Treasures (All Day National Kit, Read Aloud Big Books, Trade Books, plus additional components) 2012
- K-5 Harcourt School Publishers; Reflections: California Series, 2007
- 6-8 Holt, Rinehart and Winston; Ancient Civilizations, 2006
- 9-12 Pearson; Human Anatomy & Physiology, 2003
- 9-12 Prentice Hall; World History: The Modern World, 2007
- 9-12 Holt, Reinhart and Winston; American Anthem: Modern American History, 2007
- 9-12 Bedford; American's History, 2007
- 9-12 Glencoe/McGraw-Hill; United States Government: Democracy in Action, 2006
- 9-12 Prentice Hall; Economics, Principles in Actions, 2007
- 9-12 Cengage; Western Civilization: Since 1300, Tenth Edition, 2018
- 9-12 Bedford, Freeman and Worth Publishing Group; America's History for the AP Course, Ninth Edition, 2014
- 9-12 BFW/Worth Publishers; Krugman's Economics for AP, Second Edition, 2011
- 12 Cengage Learning; Introduction to Comparative Politics: Political Challenges and Changing Agendas, 2016
- 9-12 UC Davis Center for Integrated Computing and STEM Education (C-STEM); Learning Common Core Mathematics with C/C++ Interpreter Ch for Integrated Mathematics 1, 2016
- 12 Bedford, Freeman, and Worth; American Government: Stories of a Nation; for the AP Course, 2019
- 9-10 Pearson; The Cultural Landscape: An Introduction to Human Geography, 13th Edition, 2020

Science

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

- K-5 Houghton Mifflin Company; Houghton Mifflin California Science, 2007
- 6 Pearson Scott Foresman; Earth Science, 2008
- 7-8 Pearson Prentice Hall; Prentice Hall California Science Explorer, Focus on Earth, Life, and Physical Science, 2008
- 9-12 Pearson Prentice Hall; Earth Science, 2006
- 9-12 Pearson Prentice Hall; Biology, 2007
- 9-12 Pearson Prentice Hall; Chemistry, 2007
- 9-12 Glencoe; Physics: Principles and Problems, 2008
- 9-12 Wiley; Environmental Science: Earth as a Living Planet, 2007
- 9-12 McGraw-Hill; Physics: Principles and Problems, California, 2007
- 9-12 Pearson; Campbell Biology, AP Edition, 2011
- 9-12 Pearson; Physics, AP Edition, 2011
- 9-12 Carnegie; Chemistry, AP Edition, 2013

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

Foreign Language

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

Health

- 7 Chino Valley Unified School District, Comprehensive Sexual Health and HIV/AIDS Prevention Education, Department of Health Services, 2019
- 9-12 Glencoe; Glencoe Health, 2009
- 9-12 California Department of Education, California Department of Public Health, Federal Office of Adolescent Health, Positive Prevention PLUS, Sexual Health Education for California Youth, 2015

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

NOW, THEREFORE, BE IT RESOLVED that for the 2019/2020 school year, the Chino Valley Unified School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in all courses required by Education Code 60119.

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

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 3rd day of October 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

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DATE: October 3, 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: PUBLIC HEARING AND RATIFICATION OF THE TENTATIVE AGREEMENT BETWEEN THE CHINO VALLEY UNIFIED SCHOOL DISTRICT AND THE ASSOCIATED CHINO TEACHERS EFFECTIVE THE JULY 1, 2019, THROUGH JUNE 30, 2022

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BACKGROUND

On September 4, 2019, the Chino Valley Unified School District and the Associated Chino Teachers (A.C.T.) reached a tentative agreement for a successor agreement, effective July 1, 2019, through June 30, 2022. The Association approved the tentative agreement by a unit vote on September 25, 2019.

The District has provided the necessary Notice to the Public and fiscal disclosure documents to the San Bernardino County Superintendent of Schools for review ten days in advance of this pending action item, as required by Assembly Bill 1200. Additionally, the Board is required to conduct a public hearing in order to receive public input prior to any Board action.

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

RECOMMENDATION

It is recommended the Board of Education:

- a) Conduct a public hearing, and
- b) Ratify the Tentative Agreement between the Chino Valley Unified School District and the Associated Chino Teachers effective July 1, 2019, through June 30, 2022.

FISCAL IMPACT

See Form for Public Disclosure of Proposed Collective Bargaining Agreement for a full financial disclosure.

NE:RR:FA:IB:mcm

**TENTATIVE AGREEMENT
BETWEEN THE
CHINO VALLEY UNIFIED SCHOOL DISTRICT (CVUSD)
AND THE
ASSOCIATED CHINO TEACHERS (ACT)**

ARTICLE 1: AGREEMENT

NOTATION:

The parties agree to use throughout the Agreement those same spellings, punctuation, grammar, references, titles, etc., to which they have agreed. Further, the parties agreed to consider all other editorial changes prior to distribution of the Agreement, as long as those changes do not alter the intent or scope of the Agreement. The parties agree that the “numbering” within the Articles need to be reviewed and adjusted as necessary.

1.1 Except as specifically provided herein, this agreement shall remain in full force and effect from ~~July 1, 2016, through June 30, 2019~~ JULY 1, 2019 THROUGH JUNE 30, 2022.

1.2 ~~Unless mutually agreed otherwise, negotiations will be closed through 2018-2019. Both parties agree to open negotiations to discuss professional learning communities in the 2018-2019 school year. During the 2018-2019 2020-21 AND 2021-22 school yearS, the Association and the District will SHALL meet to begin FOR SUBSEQUENT REOPENER negotiations on a TO THE 2019-2022 SUCCESSOR AGREEMENT. for the 2019-2020 school year. For any subsequent reopener negotiations to the 2019-2020 successor agreement, In addition, Tthe Association and the District may each submit two (2) articles of the agreement for negotiation. Article 17 will SHALL be CLOSED FOR THE 2020-21 SCHOOL YEAR BUT WILL BE an automatic reopener IN 2021-22.~~

1.2.1 BOTH PARTIES AGREE THAT WE WILL CONTINUE TO BARGAIN CONTRACT LANGUAGE FOR PSYCHOLOGISTS, BEHAVIORAL HEALTH COUNSELORS, AND BEHAVIORAL INTERVENTION COUNSELORS. IF INCLUDED IN THE 2020-21 AND 2021-22 REOPENERS THIS WILL NOT COUNT AS EITHER PARTY’S ALLOTTED ARTICLES.

ARTICLE 3: ASSOCIATION RIGHTS

3.12 PAYROLL DEDUCTION

3.12.1 ~~Any unit member who is a member of the Association, or who has applied for membership, shall sign and deliver to the District an assignment (allotment of pay) authorizing deduction of unified membership dues within ten (10) days from the date of employment. Such authorization shall continue in effect from year to year unless revoked in writing between July 1 and July 31 of any year. UPON RECEIPT OF NOTICE FROM THE ASSOCIATED CHINO TEACHERS, CTA/NEA AUTHORIZING DEDUCTION OF UNIFIED DUES, THE DISTRICT WILL DEDUCT MEMBERSHIP DUES. Pursuant to such authorization, the Board shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit~~

1 members who sign such authorization after the commencement of the school year shall be
2 properly pro-rated to complete payments by the end of the school year.

3
4 **3.12.2** A UNIT MEMBER'S DUES DEDUCTION AUTHORIZATION SHALL BE
5 REVOCABLE ONLY UPON A RECEIPT OF WRITTEN NOTICE TO THE DISTRICT
6 FROM THE ASSOCIATION, AND SUCH REVOCATION SHALL BE EFFECTIVE
7 COMMENCING THE NEXT PAY PERIOD AFTER RECEIPT THEREOF. ~~Any other~~
8 ~~authorized voluntary payroll deduction, as well as any change in deduction for tax~~
9 ~~purposes, may be initiated or discontinued by a unit member by written notice to the~~
10 ~~District Payroll Department. The District shall process such request expeditiously. The~~
11 ~~parties acknowledge that the processing of payroll is by the San Bernardino County~~
12 ~~Superintendent of Schools Office and is outside the direction and control of the District.~~

13
14 **3.123.3** With respect to all sums deducted by the District for membership dues or agency fees, the
15 District agrees to remit such moneys ~~IES~~ promptly to the Association accompanied by an
16 alphabetical list of unit members for whom such deductions have been made and indicating
17 any changes in personnel from the list previously furnished.

18
19 **3.123.4** The Association and District agree to furnish to each other any information needed to
20 fulfill the provisions of this article.

21
22 **3.13** **AGENCY FEE NEW MEMBER ORIENTATION AND MEMBERSHIP**
23 **INFORMATION**

24
25 **3.13.1** ~~The District agrees to deduct agency fees, as required by SB 1960, from the pay of unit~~
26 ~~members who do not become members of the Association.~~

27 ~~**3.13.2** On or before September 10th of each year, the Association shall present to the District a list~~
28 ~~of bargaining unit members who are members of the Association. THE DISTRICT SHALL~~
29 ~~PROVIDE THE ASSOCIATION WITH THIS INFORMATION AT THE BEGINNING~~
30 ~~OF THE YEAR. Upon receipt of this list, the District shall determine which bargaining~~
31 ~~unit members are not currently members of the Association. The District shall then notify~~
32 ~~each nonmember of his/her status and indicate that as a condition of his/her continued~~
33 ~~employment, the employee must within thirty (30) calendar days from the date of~~
34 ~~notification, either become a member of the Association or authorize a monthly payroll~~
35 ~~deduction as a representation fee which will provide an amount of money equal to only~~
36 ~~that portion of the total dues, initiation fees, and general assessments paid for~~
37 ~~representation. If the nonmember fails to notify the District of his/her decision to become~~
38 ~~a member or a fee payer within the allotted time, the District will commence the deduction~~
39 ~~of the full amount of the appropriate fees and assessment prorated over the remainder of~~
40 ~~the school year. Upon request, the Association shall return any PERB mandated refunds.~~
41 ~~The District shall follow a similar procedure for all those unit members hired after the~~
42 ~~presentation of the initial list.~~

43
44 ~~**3.13.3** With respect to all sums deducted by the District for membership dues or agency fees, the~~
45 ~~District agrees to remit such moneys promptly to the Association accompanied by an~~
46 ~~alphabetical list of unit members for whom such deductions have been made, and~~
47 ~~indicating any changes in personnel from the list previously furnished.~~

1 ~~3.13.4 The Association and District agree to furnish to each other any information needed to fulfill~~
2 ~~the provisions of this article.~~

3
4 ~~**3.13.5 RELIGIOUS OBJECTORS**~~

5
6 ~~3.13.5.1 Any unit member who qualifies as a religious objector shall not be required to join or~~
7 ~~financially support the Association as a condition of employment; except that such unit~~
8 ~~member shall pay, in lieu of a service fee, sums equal to such service fee to one of the~~
9 ~~following non-religious, non-labor organization, charitable funds exempt from taxation~~
10 ~~under section 501(c)(3) of the title 26 of the internal revenue code:~~

11
12 ~~AMERICAN CANCER SOCIETY~~
13 ~~MT. BALDY UNITED WAY~~
14 ~~AMERICAN HEART ASSOCIATION~~

15
16 ~~3.13.5.2 To receive a religious exemption, the unit member must submit a detailed written~~
17 ~~statement establishing the basis for the religious exemption. Forms for this purpose may~~
18 ~~be obtained from the association. If accepted, by the association, the unit member shall~~
19 ~~make the payment to an appropriate charity as described above. Such payment shall be~~
20 ~~made on or before the due date for cash dues/fees for each school year.~~

21
22 ~~3.13.5.3 Proof of payment shall be made on an annual basis to the Association and District as a~~
23 ~~condition of continued exemption from the payment of agency fee. Proof of payment shall~~
24 ~~be in the form of receipts and/or canceled checks indicating the amount paid, date of~~
25 ~~payment, and to whom payment in lieu of the agency fee has been made. No in-kind~~
26 ~~services may be received for payments, nor may the payment be in a form other than money~~
27 ~~such as the donation of used items. Such proof shall be presented on or before the due date~~
28 ~~for cash dues/fees for each school year.~~

29
30 ~~**3.13.6 HOLD HARMLESS**~~

31
32 ~~3.13.6.1 The Association agrees to pay to the District all reasonable legal fees, legal costs and~~
33 ~~settlement or judgment liability if any incurred by the Association in defending against any~~
34 ~~court action and/or administrative action challenging the legality or constitutionality of the~~
35 ~~agency fee provision of this Agreement or their implementation.~~

36
37 ~~3.13.6.2 The Association shall have the exclusive right to decide and determine whether any such~~
38 ~~action or proceeding referred to in paragraph 3.13.6.1 shall or shall not be compromised,~~
39 ~~resisted, defended, tried, or appealed.~~

40
41 **3.14** The District shall provide at least ten (10) days' advance notice of any new employee group
42 orientations. A one (1) hour block of time will be reserved for the Association to meet
43 during the group orientations with new employees without the presence of the District. The
44 District will schedule the Association's block of time. If the scheduling of the
45 Association's block of time will occur after the lunch hour, the District shall consult with
46 the Association.

1 In the event the District conducts one-on-one orientations with new employees, it will
2 inform the Association prior to the onboarding session to allow the Association to speak to
3 the new hire.
4

5 The Association Labor Relations Representative may also attend the orientation session(s).
6

7 **3.15** The District will provide the Association with the name; job title; department; work
8 location; work, home, and personal cellular telephone numbers; personal email addresses
9 on file with the employer; and home addresses of newly hired employees within thirty (30)
10 days of hire or by the first pay period of the month following hire. The District will provide
11 the Association with the above information for all bargaining unit members at least once
12 every 120 days.
13

14 **ARTICLE 7: CLASS SIZE**

15

16 **7.5.2.4** When an additional class is to be taught, to the extent the master schedule requires doing
17 so, all eligible unit members at that site shall be given equal opportunity on a rotational
18 basis. Eligible unit members shall be defined as being appropriately
19 credentialed/authorized, as determined by the California Commission on Teacher
20 Credentialing, and who have not received a mandated assistance plan during the prior two
21 (2) years, and WHO HAVE NO OVERALL “G” OR “U” IN ANY STANDARD ON
22 THEIR MOST RECENT FINAL EVALUATION. Unit members are not eligible if their
23 assignment to an additional class results in a “mis-assignment” as defined by State and
24 Federal statues or national and/or international program requirements. THE
25 ROTATIONAL BASIS DESCRIBED ABOVE DOES NOT APPLY TO THE
26 FOLLOWING SPECIALTY COURSES: AVID, PROJECT LEAD THE WAY,
27 RENAISSANCE, LEADERSHIP, ASB, AND ATHLETIC P.E. IF THE DISTRICT
28 BELIEVES ADDITIONAL SPECIALTY COURSES SHOULD BE ADDED TO THE
29 LIST, IT WILL BRING IT TO THE ASSOCIATION. When an additional class is assigned
30 to a unit member, additional compensation equivalent to one-sixth (1/6th) of the
31 individual’s per diem rate of pay shall be added to unit member’s regular monthly pay
32 warrant with no additional earned sick leave or retirement credit. In the case of absences
33 during the time in which a unit member is assigned to teach an additional class for pay, that
34 individual shall continue to receive the one-sixth (1/6th) per diem compensation during days
35 that paid sick leave is taken. This applies to no more than ten (10) days per semester (Not
36 to exceed the unit member’s accrued sick leave). For absences extending beyond ten (10)
37 days each semester, a unit member shall be paid the per diem amount minus the amount
38 paid by the District to a substitute to teach the additional class. If no substitute is employed,
39 no deduction shall be taken. If the unit member with an additional class is absent due to
40 the performance of other District duties, that individual shall be entitled to the one-sixth
41 (1/6th) additional compensation. The District reserves the right to discontinue additional
42 classes at any time depending upon changes in student enrollment or other factors.
43

44 **ARTICLE 8: EVALUATIONS:**

45

46 ~~The parties recognize that the evaluation instrument appropriate for non-classroom unit~~
47 ~~members differs from that used for classroom teachers. The parties agree that it is~~
48 ~~necessary to design evaluation instruments appropriate for non-classroom unit members~~
49 ~~through continued negotiations during the 2014-2015 and 2015-2016 school years. The~~

1 parties recognize the need and agree to work toward the development of evaluation
2 instruments appropriate for non-classroom unit members.

3
4 During the 2016-2017 school year, there will be a pilot evaluation program with all
5 permanent counselors. The new forms to be used during this pilot period for all
6 permanent counselors are attached to this collective bargaining agreement. The District
7 will use the current teacher evaluation instrument, criteria, process and procedures for
8 all temporary, probationary, and probationary counselors during this pilot period.
9

10 EFFECTIVE STARTING THE 2018/2019 SCHOOL YEAR, THE DISTRICT SHALL
11 USE THE EVALUATION INSTRUMENT FOR COUNSELORS. ~~AND ALL~~
12 ~~RELATED FORMS WITH REGARD TO COUNSELOR EVALUATIONS ALL OF~~
13 ~~WHICH ARE INCLUDED IN APPENDIX B:~~

- 14 A. PRE-EVALUATION FORM
 - 15 B. COUNSELOR OBSERVATION FORM WITH RUBRIC
 - 16 C. COUNSELOR EVALUATION FORM WITH RUBRIC
 - 17 D. COUNSELOR EVALUATION CRITERIA FORM
- 18

19 **ARTICLE 11: GRIEVANCE PROCEDURE**

20
21 **11.3.1 Informal Level.** Before filing a formal written grievance, the grievant shall attempt to
22 resolve the alleged violation through an informal conference with the grievant's immediate
23 supervisor or any other administrator that is alleged to have misinterpreted, misapplied or
24 violated some express provision of the Agreement.
25

26 **11.3.2 Level I**

27
28 **11.3.2.1** No later than THIRTY (30) ~~twenty (20)~~ days following the alleged act or omission giving
29 rise to the grievance, or no later than THIRTY (30) ~~twenty (20)~~ days following the date
30 upon which the unit member reasonably should have known of the act of omission, the
31 grievant must present such grievance in writing on an appropriate form to the immediate
32 supervisor.
33

34 **11.3.2.3** The immediate supervisor shall communicate a written decision to the grievant within
35 TWENTY (20) ~~ten (10)~~ days after receiving the grievance. Within the above time limits,
36 either party may request a personal conference with the other party.
37

38 **11.3.3 Level II**

39
40 **11.3.3.1** In the event the grievant is not satisfied with the decision at Step I, the grievant may appeal
41 the decision on the appropriate form to the Superintendent or designee within TWENTY
42 (20) ~~ten (10)~~ days. Failure to meet this time limit by the grievant shall constitute an
43 automatic waiver and withdrawal of the grievance.
44

45 **11.3.3.2** The Superintendent or designee shall communicate a decision within TWENTY (20) ~~ten~~
46 ~~(10)~~ days after the conference in which to provide a written response.
47
48
49

1 **11.3.4 Level III**

2
3 ~~11.3.4.1 A unit member not satisfied with the Level II decision may within ten (10) days of the~~
4 ~~receipt of the written response request the Association to submit the grievance to~~
5 ~~arbitration. If the Association decides to submit the grievance to arbitration, it may DO SO~~
6 ~~within THIRTY (30) ten (10) days of receipt of the request DECISION from grievant give~~
7 ~~written notice to the Superintendent OR DESIGNEE of its intent to submit the grievance~~
8 ~~to arbitration. If any questions arise as to the arbitrariness of the grievance, such questions~~
9 ~~will be ruled upon first by the arbitrator.~~

10
11 ~~11.3.4.2 Within ten (10) days after receipt by the District of Tthe ASSOCIATION SHALL~~
12 ~~PROVIDE written notice of intent to arbitrate, TO the Superintendent OF ITS INTENT~~
13 ~~TO SUBMIT THE GRIEVANCE TO ARBITRATION. or designee and the Association~~
14 ~~will attempt to agree on a mutually acceptable arbitrator and to obtain a commitment from~~
15 ~~the arbitrator to serve. IF ANY QUESTIONS ARISE AS TO THE ARBITRABILITY OF~~
16 ~~THE GRIEVANCE, SUCH QUESTIONS WILL BE RULED UPON FIRST BY THE~~
17 ~~ARBITRATOR. If the parties are unable to so agree, a request for a list of seven (7)~~
18 ~~arbitrators shall be made to the American Arbitration Association by either party. The~~
19 ~~parties will meet within five (5) days following the receipt of the list and proceed according~~
20 ~~to the rules and procedures of the American Arbitration Association in the selection of an~~
21 ~~arbitrator, and that arbitrator shall proceed under the Voluntary Labor Arbitration Rules of~~
22 ~~the American Arbitration Association. (Moved to article 11.3.4.4)~~

23
24 ~~11.3.4.3~~The arbitrator's decision will be in writing and will set forth finding of fact, reasoning,
25 and conclusion on the issues submitted. The arbitrator, in rendering his/her opinion, shall
26 not amend, modify, nullify, ignore, nor add to the provisions of this Agreement. The
27 arbitrator's authority shall be limited to deciding only the issue or issues presented in
28 writing by the District and the grievant or grievant's representative. The arbitrator's
29 decision shall be based upon the arbitrator's interpretation of the meaning or application of
30 the language of this Agreement. The decision of the arbitrator will be final and binding
31 and will be submitted to the District and Association.

32
33 ~~11.3.4.4 The costs of the compensation to the arbitrator and the reimbursement of the arbitrator's~~
34 ~~travel and subsistence expenses, as well as the cost of a hearing room, will be borne equally~~
35 ~~by the District and the Association. All other costs will be borne by the party incurring the~~
36 ~~costs. (Moved to article 11.3.4.5)~~ Within TWENTY (20) ten (10) days after receipt by the
37 district of the written notice of intent to arbitrate, the Superintendent or designee and the
38 association will attempt to agree on a mutually acceptable arbitrator and to obtain a
39 commitment from the arbitrator to serve. If the parties are unable to so agree, a request for
40 a list of seven (7) arbitrators shall be made to the American Arbitration Association by
41 either party. The parties will meet within TWENTY (20) five (5) days following the receipt
42 of the list and proceed according to the rules and procedures of the American Arbitration
43 Association in the selection of an arbitrator, and that arbitrator shall proceed under the
44 Voluntary Labor Arbitration Rules of the American Arbitration Association. *(Moved from*
45 *article 11.3.4.2)*

46
47 ~~11.3.4.5~~ The costs of the compensation to the arbitrator and the reimbursement of the arbitrator's
48 travel and subsistence expenses, as well as the cost of a hearing room, will be borne equally
49 by the District and the Association, OR THE GRIEVANT IF THE GRIEVANT IS A

1 NON-MEMBER. All other costs will be borne by the party incurring the costs. *(Moved*
2 *from article 11.3.4.4)* ~~Upon mutual agreement of the Association and the District, a~~
3 ~~grievance may be taken directly to arbitration.~~ *(Moved to article 11.3.4.7)*
4

5 ~~11.3.4.6 All provisions of this Article shall survive the expiration date of this Agreement and shall~~
6 ~~continue in force during any effort to reach a successor Agreement.~~ *(Moved to article*
7 *11.3.4.8)* ANY UNIT MEMBER WHO IS NOT AN ACT MEMBER, AND WHO
8 REQUESTS THAT THE GRIEVANCE OR ARBITRATION PROVISIONS OF THE
9 AGREEMENT BE USED ON HIS/HER BEHALF, SHALL BE RESPONSIBLE FOR
10 PAYING THE COSTS ASSOCIATED WITH 11.3.4.5 OF ARBITRATION, AS
11 DETERMINED BY THE UNION, FOR THE USE OF SAID ARBITRATION
12 PROCEDURES.
13

14 ~~11.3.4.7~~ 5 Upon mutual agreement of the Association and the District, a grievance may be taken
15 directly to arbitration. *(Moved from article 11.3.4.5)*
16

17 ~~11.3.4.8~~ 6 All provisions of this Article shall survive the expiration date of this Agreement and
18 shall continue in force during any effort to reach a successor Agreement. *(Moved from*
19 *article 11.3.4.6)*
20

21 11.4 MISCELLANEOUS PROVISIONS 22

23 11.4.1 A unit member may be represented at all stages of the grievance procedure by
24 himself/herself or, at THE ASSOCIATION'S DISCRETION ~~his/her option,~~ by the
25 representative(S) provided by the Association. ~~or its representative, the District shall not~~
26 ~~agree to a resolution of the grievance without first providing the Association with a copy~~
27 ~~of the grievance, the proposed resolution, and an opportunity to respond.~~
28

29 11.4.2 THE DISTRICT SHALL NOT AGREE TO A RESOLUTION OF THE GRIEVANCE
30 WITHOUT FIRST PROVIDING THE ASSOCIATION WITH A COPY OF THE
31 GRIEVANCE, THE PROPOSED RESOLUTION, AND AN OPPORTUNITY TO
32 RESPOND.
33

34 11.4.3 2 When it is necessary for a representative designated by the Association to investigate a
35 grievance or attend a grievance meeting or hearing during the day, he/she shall be released
36 without loss of pay in order to permit participation in the foregoing activities. Any unit
37 member who is requested to appear in such investigations, meetings, or hearings as a
38 witness will also be accorded the same right.
39

40 11.4.4 3 The District will deal exclusively with the Association (or the grievant directly, if
41 unrepresented), for the processing of grievances.
42

43 11.4.5 4 The District shall maintain separate grievance files for documents, communications, and
44 records dealing with the processing of a grievance. THESE FILES WILL NOT BE
45 INCLUDED IN THE GRIEVANT'S PERSONNEL FILES.
46

47 11.4.6 5 If a grievance arises from an action or inaction of the District at a level above the principal
48 or immediate supervisor, the grievant shall submit such grievance in writing directly to the

1 Superintendent or designee. IN THIS CASE, THE GRIEVANCE WILL ~~and—the~~
2 ~~Association with the processing of such grievance to~~ commence at Level II.
3

4 **ARTICLE 13: LEAVES**

5
6 **13.3.1 USE OF SICK LEAVE FOR PARENTAL LEAVE**

7
8 For purposes of this section, “parental leave” shall be defined as leave for reason of the
9 birth of the unit member’s child, or the placement of a child with the unit member for
10 adoption or foster care.
11

12 Unit members shall use current and accumulated sick leave for parental leave for up to 12
13 workweeks. When a unit member with at least one year of District service has exhausted
14 all current and accumulated sick leave and continues to be absent on account of parental
15 leave, he or she shall be entitled to substitute differential pay for the remainder of the 12-
16 week leave. Substitute differential pay for purposes of parental leave means the difference
17 between the unit member’s regular salary and (1) the amount paid to a substitute employed
18 to replace the unit member or (2) if no substitute is employed, the amount that would have
19 been paid to a substitute had one been employed to replace the unit member. PURSUANT
20 TO THIS SECTION, THE COMPENSATION A UNIT MEMBER SHALL RECEIVE
21 SHALL BE NO LESS THAN 50 PERCENT OF HIS OR HER REGULAR SALARY FOR
22 THE REMAINING PORTION OF THE 12-WORKWEEK PERIOD OF PARENTAL
23 LEAVE.
24

25 **ARTICLE 14: HOURS**

26
27 **14.11 PREPARATION TIME**

28
29 **14.11.5** ELEMENTARY RSP TEACHERS SHALL RECEIVE A BUDGET OF \$1,000 PER
30 SCHOOL YEAR. THE TEACHER AND SITE ADMINISTRATOR ARE TO
31 MUTUALLY AGREE UPON THE ALLOCATION OF THE FUNDS. THE FUNDS
32 MAY BE USED TO PROVIDE RELEASE TIME, HIRE SUBSTITUTES, PROVIDE
33 EXTRA HOURS PER TIMESHEET, AND/OR PURCHASE MATERIALS. IF THE
34 TEACHER AND ADMINISTRATOR ARE NOT ABLE TO MUTUALLY AGREE TO
35 A USE FOR THE MONEY, THE DIRECTOR OF SPECIAL EDUCATION SHALL
36 SPECIFY A USE AFTER DISCUSSING THE MATTER WITH THE TEACHER AND
37 ADMINISTRATOR.
38

39 **ARTICLE 15: PLACEMENT, ASSIGNMENT, REASSIGNMENT, TRANSFER, AND**
40 **VACANCIES**

41
42 **15.8** BEHAVIOR INTERVENTION COUNSELORS AND BEHAVIOR HEALTH
43 COUNSELORS/TRANSFER INTO A CREDENTIALLED COUNSELING POSITION
44

45 **15.8.1.** ALL BICS AND BHCS WHO TRANSFER INTO CERTIFICATED COUNSELING
46 POSITIONS WILL BE ALLOWED TO RETAIN THEIR ORIGINAL "SENIORITY
47 DATE" PROVIDED UPON EMPLOYMENT WITH CHINO VALLEY USD AS A BIC
48 OR BHC. THE PURPOSE OF THIS LANGUAGE IS TO ALLOW THE BICS OR BHCS
49 TO KEEP THEIR "SENIORITY DATE" BARRING A DECISION BY AN

1 ADMINISTRATIVE LAW JUDGE THAT THIS "SENIORITY DATE" IS NOT
2 ALLOWABLE.

3
4 **15.8.2.** ALL BICS AND BHCS WHO TRANSFER TO CREDENTIALLED COUNSELING
5 POSITIONS SHALL BE PLACED ON THE APPROPRIATE CERTIFICATED
6 SALARY SCHEDULES. FOR PURPOSES OF INITIAL PLACEMENT ON THE
7 CERTIFICATED SALARY SCHEDULE, BLCS AND BHCS WHO TRANSFER TO
8 CERTIFICATED POSITIONS SHALL RECEIVE CREDIT FOR ALL TIME SERVED
9 IN THE BIC AND BHC POSITION, IN ADDITION TO ANY OTHER QUALIFYING
10 CREDIT.

11
12 **15.8.3.** BICS AND BHCS WHO TRANSFER INTO CERTIFICATED COUNSELING
13 POSITIONS SHALL BE PERMITTED TO ADVANCE TO THE NEXT SALARY STEP
14 IF APPLICABLE ON JULY 1, 2019, IRRESPECTIVE OF THE 75% REQUIREMENT
15 DELINEATED IN APPENDIX B TO THE AGREEMENT.

16
17 **15.8.4.** BICS AND BHCS WHO TRANSFER INTO CERTIFICATED COUNSELING
18 POSITIONS SHALL RECEIVE THE BENEFITS CAP ASSOCIATED WITH THE
19 COLLECTIVE BARGAINING AGREEMENT FOR ACT AND EFFECTIVELY THE
20 NEW POSITION.

21
22 **15.8.5.** BICS AND BHCS WILL CEASE TO ACQUIRE VACATION TIME ON THE DATE
23 THEY TRANSFER INTO THE CERTIFICATED COUNSELING POSITION. ANY
24 VACATION ACCRUED UP TO THE TIME OF TRANSFER WILL BE PAID OUT TO
25 THE EMPLOYEE PRIOR TO THE END OF THE FISCAL YEAR IN WHICH THE
26 TRANSFER TAKES PLACE.

27
28 **15.8.6.** ANY SICK LEAVE ACCRUED BY AN EMPLOYEE IN THE BIC OR BHC POSITION
29 SHALL BE TRANSFERRED TO THE EMPLOYEE'S CERTIFICATED COUNSELING
30 POSITION IN ACCORDANCE WITH AND TO THE EXTENT PROVIDED BY LAW
31 AND/OR APPLICABLE REGULATION.

32
33 **ARTICLE 17: COMPENSATION AND HEALTH AND WELFARE BENEFITS**

34
35 **17.2 SALARY & FRINGE BENEFITS AGREEMENT**

36
37 **2017-2018:**

38
39 ~~1. 2% off schedule salary increase to current unit members based on their salary schedule~~
40 ~~as of December 5, 2017. Unit members who are on an unpaid leave of absence during~~
41 ~~the 2017-2018 school year will not be eligible to receive the payment. Additionally,~~
42 ~~this one-time payment shall not be applied to any stipends.~~

43
44 ~~2. 2% on schedule salary increase for 2017-2018 effective July 1, 2017.~~

45
46 **2018-2019:**

47
48 ~~1. 2% on schedule salary increase for 2018-2019 effective July 1, 2018.~~

49
50 ~~This closes salary negotiations through 2018-2019.~~

1 **2019-2020**
2

- 3 1. 2.5 % ON SCHEDULE SALARY INCREASE FOR 2019-2020 SCHOOL YEAR
4 EFFECTIVE JULY 1, 2019. (TOTAL COMPENSATION PACKAGE SHALL BE
5 APPLIED TO SALARY AND/OR BENEFITS UPON NOTICE BY THE
6 ASSOCIATION TO THE DISTRICT BY SEPTEMBER 25, 2019).
7
8 2. 0.5% OFF SCHEDULE SALARY INCREASE TO CURRENT UNIT MEMBERS AS
9 OF SEPTEMBER 4, 2019 BASED ON THEIR 2019-20 SALARY SCHEDULE.
10 ADDITIONALLY, THIS ONE-TIME PAYMENT SHALL NOT BE APPLIED TO
11 ANY STIPENDS.
12

13 **2020-2021**
14

- 15 1. 2.0% ON SCHEDULE SALARY INCREASE FOR 2020-2021 SCHOOL YEAR
16 EFFECTIVE JULY 1, 2020. (TOTAL COMPENSATION PACKAGE SHALL BE
17 APPLIED TO SALARY AND/OR BENEFITS UPON NOTICE BY THE
18 ASSOCIATION TO THE DISTRICT BY MAY 31, 2020).
19
20 2. 1.0% OFF SCHEDULE SALARY INCREASE TO CURRENT UNIT MEMBERS
21 BASED ON THEIR SALARY SCHEDULE AS OF JULY 1, 2020.
22

23 Effective July 1, 2016, the District's maximum annual contribution to unit member health
24 and welfare benefit premiums shall be \$7,644.00. Unit members selecting policies that
25 have a cost above the maximum District annual contribution shall pay the amount in excess
26 of the maximum District contribution through payroll deduction.

27 **ARTICLE 22: PROFESSIONAL LEARNING COMMUNITIES**
28

29 **22.1** The District and the Association will CONTINUE TO work collaboratively towards reaching
30 a common understanding of the PROFESSIONAL LEARNING COMMUNITY (PLC) process
31 and to develop a framework that ultimately benefits the students of the District.
32

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CHINO VALLEY UNIFIED SCHOOL DISTRICT (CVUSD)
AND THE
ASSOCIATION OF CHINO TEACHERS (ACT)**

MAY 16, 2019

This MOU is intended to establish an initial basis for understanding as the District and ACT continue dialogue as to the implementation of professional learning community ("PLC"). During this time either party can bring up concerns regarding PLC at any time and the parties agree to meet and collaboratively explore solutions.

This MOU shall expire June 30, 2021. No later than March 15, 2021, the Parties shall meet and negotiate with the intent of incorporating PLC language into the collective bargaining agreement ("CBA").

ARTICLE 22: PROFESSIONAL LEARNING COMMUNITIES

- 22.1 The District and the Association will continue to work collaboratively towards reaching a common understanding of the professional learning community (PLC) process and to develop a framework that ultimately benefits the students of the District.
- 22.2 The goal for PLC is to be a systematic, teacher-driven process in which educators work interdependently to analyze and impact professional practice in order to improve their individual and collective results. The PLC process encourages educators to work collaboratively rather than in isolation and to take collective responsibility for student learning. The collaborative team effectively replaces the isolated classroom as the fundamental structure of the school. Collaborative teams are the engines that drive the organization's efforts to achieve its mission of high levels of learning for all students.
- 22.3 Scheduled PLC time shall be used to collaboratively answer the following four (4) critical PLC questions:
- 22.3.1 What do we want students to know?
- 22.3.2 How will we know when they have learned it?
- 22.3.3 How will we address the students that do not meet the expected learning targets?
- 22.3.4 How will we provide enrichment for the students that have met the learning targets?
- 22.4 It is understood that a "regularly scheduled PLC meeting" shall be no longer than 45 minutes in length.
- 22.5 At the elementary level, the PLC time shall not be scheduled the week prior to the closing of each trimester grade reporting window (HR and ACT will provide window dates).

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- 22.6 At the elementary level, except as otherwise agreed to by a majority vote of the unit members at the site, a PLC shall begin directly following the instructional day. The instructional day shall end immediately following student dismissal.
- 22.7 PLC time shall be used to collaboratively answer one (1) or more of the four (4) PLC questions and shall not be used for administrative topics nor as teacher preparation time.
- 22.8 The PLC leadership team, defined as site administration and department/grade level chairs, shall work collaboratively to develop a tentative PLC calendar for the school year.
- 22.9 Student data from common formative assessments collected during the PLC process shall not be used for disciplinary purposes or as part of a unit member's evaluation.
- 22.10 The parties agree to mutually establish days to discuss the implementation of this MOU regarding PLC.

Agreed to May 16, 2019

For the Association:



Kelly Landa
Bargaining Chair, ACT

5/16/19

Date

For the District:



Richard Rideout
Assistant Superintendent
Human Resources

5/16/19

Date

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1 **APPENDIX A**

2
3 THE DISTRICT AND THE ASSOCIATION WILL UPDATE THE UNIT MEMBER LIST IN
4 APPENDIX A TO INCLUDE BEHAVIORAL HEALTH COUNSELORS AND BEHAVIORAL
5 INTERVENTION COUNSELORS.

6
7 SPEECH AND LANGUAGE PATHOLOGISTS UPDATED SALARY SCHEDULE SHALL BE
8 INCLUDED IN APPENDIX B

9

10

11 **FOR THE DISTRICT:**

12 

13
14
15 Richard Rideout
16 Assistant Superintendent
17 Human Resources

18 9-4-19

19 Date

20

FOR THE ASSOCIATION:



Brenda Walker
President
Associated Chino Teachers

9/4/19

Date

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

Chino Valley Unified SCHOOL DISTRICT

Government Code Section 3547.5: **Before** a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer.

Intent of Legislation: To ensure that members of the public are informed of the major provisions of a collective bargaining agreement before it becomes binding on the school district.

(This information is pulled from the SUMMARY section of this file which should be completed FIRST)

**MAJOR PROVISIONS OF PROPOSED AGREEMENT WITH THE
Associated Chino Teachers (ACT) BARGAINING UNIT**

To be acted upon by the Governing Board at its meeting on **10/03/19**

A. PERIOD OF AGREEMENT:
The proposed bargaining agreement covers the period beginning and ending **07/01/19**
for the following fiscal years **2019/20** **06/30/22**
2019/20, 2020/21, 2021/22

B. TOTAL COST CHANGE TO IMPLEMENT PROPOSED AGREEMENT (SALARIES & BENEFITS)
The total change in costs for salaries and employee benefits in the proposed agreement:

1. Current Year Costs Before Agreement	\$159,524,318.00
2. Current Year Costs After Agreement	\$164,310,047.00
3. Total Cost Change	\$4,785,729.00
4. Percentage Change	3.00%
5. Value of a 1% Change	\$1,595,243.00

C. PERCENTAGE SALARY CHANGE FOR AVERAGE, REPRESENTED EMPLOYEE
The total percentage change in salary, including annual step and column movement on the salary schedule (as applicable), for the average, represented employee under this proposed agreement:

1. Salary Schedule change (% Change To Existing Salary Schedule)	2.5%
(% change for one time bonus/stipend or salary reduction)	0.5%
2. Step & Column (Average % Change Over Prior Year Salary Schedule)	1.0%
3. TOTAL PERCENTAGE CHANGE FOR THE AVERAGE, REPRESENTED EMPLOYEE	4%
4. Change in # of Work Days (+/-) Related to % Change	
5. Total # of Work Days to be provided in Fiscal Year	183
6. Total # of Instructional Days to be provided in Fiscal Year (applicable to Certificated BU agreements only)	180

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

Chino Valley Unified

SCHOOL DISTRICT

D. PERCENTAGE BENEFITS CHANGE FOR BOTH STATUTORY AND DISTRICT-PROVIDED EMPLOYEE BENEFITS INCLUDED IN THIS PROPOSED AGREEMENT:

1.	Cost of Benefits Before Agreement	\$35,855,104.00
2.	Cost of Benefits After Agreement	\$36,712,953.00
3.	Percentage Change in Total Costs	2.39%

E. IMPACT OF PROPOSED AGREEMENT ON DISTRICT RESERVES

State-Recommended Minimum Reserve Level (after implementation of Proposed Agreement)

1.	Based On Total Expenditures and Other Uses in the General Fund of:	\$318,488,252.00
2.	Percentage Reserve Level State Standard for District:	3.0%
3.	Amount of State Minimum Reserve Standard:	\$9,554,647.56

SUFFICIENCY OF DISTRICT UNRESTRICTED RESERVES to meet the minimum recommended level AFTER IMPLEMENTATION OF PROPOSED AGREEMENT:

GENERAL FUND RESERVES (Fund 01 Unrestricted ONLY)

4.	Reserve for Economic Uncertainties (Object 9789)	\$25,315,401.00
5.	Unassigned/Unappropriated (Object 9790)	\$48,991,465.00
6.	Total Reserves: (Object 9789 + 9790)	\$74,306,866.00

SPECIAL RESERVE FUND (Fund 17, as applicable)

7.	Reserve for Economic Uncertainties (Object 9789)	
----	--	--

TOTAL DISTRICT RESERVES, applicable to State Minimum Reserve Standard:

8.	General Fund & Special Reserve Fund:	\$74,306,866.00
9.	Percentage of General Fund Expenditures/Uses	23.33%
	Difference between District Reserves and Minimum State Requirement	\$64,752,218.44

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

Chino Valley Unified

SCHOOL DISTRICT

F. MULTIYEAR CONTRACT AGREEMENT PROVISIONS

For the 2019-2020 school year, the District will provide a 2.5% on schedule salary increase effective July 1, 2019 and a 0.5% off schedule salary increase to current unit members as of September 4, 2019 based on their 2019-2020 salary schedule. Additionally, this one-time payment shall not be applied to any stipends. For the 2020-21 school year, the District will provide a 2.0% On-Schedule salary increase effective July 1, 2020 and a 1% Off-Schedule

G. FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS

The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years (including any compensation and/or noncompensation provisions specified below that have been agreed upon if the proposed agreement is part of a multi-year contract):

The assumptions used to project the available funds were provided by School Services of California dartboard, as well as local district assumptions. The projected enrollment for 2019/20 will show a significantly less decrease than originally projected due to stabilization of enrollment in the community and less attraction than anticipated for local charters.

H. NARRATIVE OF AGREEMENT

The District shall provide a 2.5% on schedule salary increase for 2019-20 school year effective July 1, 2019; and a 0.5% off schedule salary increase to current unit members as of September 4, 2019 based on their 2019-2020 salary schedule. Additionally, this one-time payment shall not be applied to any stipends. The District will also provide a 2.0% on schedule salary increase for the 2020-2021 school year effective July 1, 2020; and a 1.0% off schedule

I. SOURCE OF FUNDING FOR PROPOSED AGREEMENT

The following source(s) of funding have been identified to fund the proposed agreement

The District is using LCFF base funding to fund the proposed agreement.

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

Chino Valley Unified SCHOOL DISTRICT



CERTIFICATION

To be signed by the District Superintendent AND Chief Business Official when submitted for Public Disclosure and by the Board President after formal action by the Governing Board on the proposed agreement.

Districts with a Qualified or Negative Certification: Per Government Code 3540.2, signatures of the District Superintendent and Chief Business Official must accompany the Summary Disclosure sent to the County Superintendent for review 10 days prior to the board meeting that will ratify the agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted for public disclosure in accordance with the requirements of AB 1200, AB 2756 and GC 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

 District Superintendent - signature	9/24/2019 Date
 Chief Business Official- signature	9/24/2019 Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on 10/3/2019 took action to approve the proposed Agreement with the Associated Chino Teachers (ACT) Bargaining Unit.

_____ President, Governing Board (signature)	_____ Date
--	---------------

CHINO VALLEY UNIFIED SCHOOL DISTRICT SALARY SCHEDULE

2019/20 Effective July 1, 2019

Includes 2.5% Increase

	B.A.	B.A. + 15 Sem. Hrs	B.A. + 30 Sem. Hrs	B.A. + 45 Sem. Hrs OR M.A.	B.A. + 60 incl M.A. OR M.A. + 15 Sem Hrs. OR B.A. + 65 Sem. Hrs (see below)
<u>STEP</u>	<u>GROUP I</u>	<u>GROUP II</u>	<u>GROUP III</u>	<u>GROUP IV</u>	<u>GROUP V</u>
1	50,410	50,410	52,452	55,757	59,533
2	50,410	51,880	54,812	58,361	62,230
3	51,589	54,141	57,167	60,945	64,914
4	53,776	56,414	59,533	63,542	67,619
5	55,943	58,684	61,906	66,147	70,304
6	58,126	60,945	64,259	68,750	73,005
7	58,126	63,228	66,613	71,339	75,689
8	58,126	65,487	68,987	73,962	78,380
9	58,126	65,487	71,339	76,553	81,082
10	58,126	65,487	73,711	79,147	83,767
11	58,126	65,487	73,711	81,751	86,468
12	58,126	65,487	73,711	84,354	89,159
13	58,127	65,487	73,711	84,354	91,848
14	58,126	65,487	73,711	84,354	94,537
15	59,537	66,900	75,340	86,193	96,740
16	59,537	66,900	75,340	86,193	96,740
17	59,537	66,900	75,340	86,193	96,740
18	60,948	68,309	76,963	88,034	98,943
19			76,963	88,034	98,943
20			76,963	88,034	98,943
21			78,593	89,873	101,147
22				89,873	101,147
23				89,873	101,147
24				91,713	103,350
25				91,713	103,350
26				91,713	103,350
27				93,556	105,552

PLACEMENT ON COLUMN V WITHOUT A MASTERS DEGREE

- a) Must be on Step 9 with a minimum of eight (8) years experience
- b) Must have at least 65 semester units beyond a Bachelor's Degree
- c) Must have completed 15 semester units in accordance with the salary provisions of this schedule, since July 1, 1972

BOARD APPROVED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT SALARY SCHEDULE - COUNSELORS

2019/2020 Effective July 1, 2019

Includes 2.5% Increase

STEP	B.A.	B.A. + 15 Sem. Hrs	B.A. + 30 Sem. Hrs	B.A. + 45 Sem. Hrs OR M.A.	B.A. + 60 incl M.A. OR M.A. + 15 Sem Hrs. OR B.A. + 65 Sem. Hrs
	<u>GROUP I</u>	<u>GROUP II</u>	<u>GROUP III</u>	<u>GROUP IV</u>	<u>GROUP V</u>
1	53,166	53,166	55,317	58,802	62,785
2	53,166	54,715	57,807	61,548	65,630
3	54,408	57,098	60,291	64,276	68,463
4	56,713	59,497	62,785	67,015	71,312
5	59,001	61,890	65,288	69,762	74,143
6	61,303	64,276	67,771	72,507	76,995
7	61,303	66,682	70,255	75,236	79,824
8	61,303	69,063	72,757	78,003	82,663
9	61,303	69,063	75,236	80,735	85,513
10	61,303	69,063	77,739	83,474	88,345
11	61,303	69,063	77,739	86,218	91,191
12	61,303	69,063	77,739	88,963	94,032
13	61,303	69,063	77,739	88,963	96,868
14	61,303	69,063	77,739	88,963	99,704
15	62,790	70,555	79,456	90,903	102,026
16	62,790	70,555	79,456	90,903	102,026
17	62,790	70,555	79,456	90,903	102,026
18	64,280	72,041	81,170	92,845	104,349
19			81,170	92,845	104,349
20			81,170	92,845	104,349
21			82,888	94,785	106,673
22				94,785	106,673
23				94,785	106,673
24				96,725	108,997
25				96,725	108,997
26				96,725	108,997
27				98,668	111,320

PLACEMENT ON COLUMN V WITHOUT A MASTERS DEGREE

- a) Must be on Step 9 with a minimum of eight (8) years experience
- b) Must have at least 65 semester units beyond a Bachelor's Degree
- c) Must have completed 15 semester units in accordance with the salary provisions of this schedule, since July 1, 1972

Includes 10 Additional Days

BOARD APPROVED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT SALARY SCHEDULE
 FOR CHILD DEVELOPMENT PROGRAMS
 2019/2020 Effective July 1, 2019
 Includes 2.5% Increase

	CHILD CARE PERMIT	CHILD CARE PERMIT PLUS AA DEGREE PLUS 10 UNITS	CHILD CARE PERMIT PLUS BA DEGREE	BA DEGREE PLUS REGULAR TEACHING CREDENTIAL
<u>STEP</u>	<u>GROUP I</u>	<u>GROUP II</u>	<u>GROUP III</u>	<u>GROUP IV</u>
1	20.35	22.33	25.67	29.55
2	21.22	23.33	26.78	31.07
3	22.33	24.41	28.10	32.57
4	23.33	25.46	29.55	34.18
5	23.33	26.66	31.07	35.93
6	23.33	26.66	32.69	37.71
7	23.33	26.66	32.69	37.71
8	23.33	26.66	32.69	37.71
9	23.33	26.66	32.69	37.71
10	23.33	26.66	32.69	37.71
11	23.33	26.66	32.69	37.71
12	23.33	26.66	32.69	37.71
13	23.33	26.66	32.69	37.71
14	23.33	26.66	32.69	37.71
15	23.91	27.36	33.55	38.81
16	23.91	27.36	33.55	38.81
17	23.91	27.36	33.55	38.81
18	24.49	28.07	34.38	39.90
19	24.49	28.07	34.38	39.90
20	24.49	28.07	34.38	39.90
21	25.06	28.75	35.21	41.00
22	25.06	28.75	35.21	41.00
23	25.06	28.75	35.21	41.00
24		29.43	36.06	42.11
25		29.43	36.06	42.11
26		29.43	36.06	42.11
27		30.15	36.90	43.20

PERMIT TEACHERS EMPLOYED UNDER THIS POLICY WILL BE MEMBERS OF THE STATE TEACHERS' RETIREMENT SYSTEM.

THE DESIGNATED HEAD PERMIT TEACHER WILL RECEIVE A STIPEND OF \$1,002

BOARD APPROVED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Psychologist Salary Schedule

2019/2020 Effective July 1, 2019

Includes 2.5% Increase

RANGE	POSITION	DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
28	Psychologist	195	90,930	94,039	97,137	100,226	103,329
28B	Behavior Intervention Psychologist	200	98,304	101,663	105,013	108,352	111,706

Longevity Certificated Management	
15 Years of Service	\$1,643
20 Years of Service	\$3,287
25 Years of Service	\$4,932
30 Years of Service	\$6,577

BOARD APPROVED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Speech Language Pathologist Salary Schedule
2019/2020 Effective 7/1/2019
Includes 2.5% Increase

RANGE	POSITION	DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
29	Speech Language Pathologist	183	75,689	89,159	96,740	101,147	105,552

BOARD APPROVED:

1 **APPENDIX C**

2 **EXTRA DUTY RATES**

3
4 **1. ELEMENTARY GRADE LEVEL AND SECONDARY DEPARTMENT CHAIRPERSONS**

5
6 Grade Level and Department Chairpersons, shall be elected by the teachers that they represent no
7 later than the end of the current school year. This shall be accomplished on an annual basis and
8 unit members will be entitled to cast votes in department elections in accordance with the actual
9 classes that they are assigned to teach in each respective department. Annual department
10 elections shall be facilitated by the administration and Association representatives at each site,
11 and the results shall be subject to Board approval. Each site shall develop a nominating process
12 that will allow for the private expression of preference for grade level and department chairs.
13 Those unit members nominated shall be elected by majority vote (on a plurality basis) through
14 the use of secret ballots which are to be counted by the site administrators and the Association
15 representatives.

16
17 In instances where the unit member elected to serve as chairperson is determined to be
18 ineffective by the administration, the Principal may request that the department provides a
19 replacement representative to serve as chair for the duration of the school year.

20
21 It is agreed and understood that grade level and department chairs are members of the bargaining
22 unit, and, therefore, their duties and responsibilities shall not include having “authority to hire,
23 transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other
24 employees, or the responsibility to assign work to and direct them, or to adjust their grievances,
25 or effectively recommend such action if, in connection with the foregoing functions, the
26 exercises of that authority is not of merely routine or clerical nature, but requires the use of
27 independent judgment” [see Government Code section 3540.1 (M)]. Grade level and department
28 chair meetings shall be open to others, with a recommendation that agendas and minutes be kept
29 for all meetings to improve communication. Finally, grade level and department chairs may not
30 be involved in the evaluation of other unit members.

31
32 **2. CURRICULUM WRITING**

33
34 Unit members shall be provided release time for curriculum writing or be paid the hourly
35 instructional rate per #5 below. (See page 82)

36
37
38 **3. GENERAL PROVISIONS OF EXTRA-DUTY COACHING PAY**

39
40 A. Bargaining unit members shall have first consideration for extra duty
41 athletics/activities positions approved, according to appendix c. If no bargaining unit
42 member applies for an extra duty stipend position, then the position will be flown and
43 filled by either a walk-on athletics/activities person. When an athletics/activities
44 position is held or filled by a non-bargaining unit person the position shall become
45 vacant at the end of the season or activity (whichever comes first) then the position
46 will be flown district-wide.

1 **APPENDIX C (cont.)**
2

3 B. No extra duty stipend in a designated area (athletics/activities) may be given to non-
4 unit members until all unit members providing a service for which a stipend has been
5 approved, according to Appendix C, have been compensated. The District shall
6 notify the Association before offering an extra duty stipend assignment to a non-unit
7 member, and on request shall provide a list of names of anyone receiving an extra
8 duty stipend.
9

10 C. Ten percent (10%) of the season’s stipend will be paid to the Varsity Head Coach and
11 any Varsity Assistant Coach (in those cases where an assistant coach or coaches are
12 approved, pursuant to Appendix C) Band Director, Assistant Band Director, and
13 Drill-team advisor for each week the coaches’ team remains in CIF play-offs. For the
14 purpose of this paragraph, the factor will be applied to the stipend, as reflected in
15 Appendix C.
16

17 D. Extra duty pay for unit members involved in athletics shall be increased to give
18 experience credit, as follows:
19

20 For each year of coaching in the same sport, the coaching stipend will increase by the
21 percentage of 1.046 added to the basic stipend. The increase will be applied to the
22 stipend, as defined in Appendix C, and will continue for three (3) years (three steps---
23 step 1, step 2, and step 3). Step 1 shall be the amount of the annual stipend reflected
24 in Appendix C.
25

26 Unit members may switch assignments between men and women’s teams of the same
27 level of sport without penalty.
28

29 A unit member leaving a coaching position for the purpose of a “leave of absence” as
30 defined in Article 13, shall not lose credit for prior service in that sport so long as the
31 unit member returns to coaching the same sport immediately following the leave of
32 absence.
33

34 E. Credit will be given for coaching experience in the District only. Coaching service in
35 the same sport is transferable within the District.
36

37 **4. AFTER WORKING HOURS SUPERVISION**
38

39 Unit members are required to attend “Back-to-School” night and “Open House” as part of
40 their contractual obligation to the District. Those unit members who provide service to
41 the District for purposes of after-school supervision shall be reimbursed at the rate listed
42 in #5 below. Such reimbursement shall be made only for time spent beyond the unit
43 member’s regular student contact day. No unit member shall be reimbursed under this
44 provision for any duty for which he/she is already receiving a stipend.
45

46 **5. RATES OF COMPENSATION**
47

48 The following rates, other than substitute pay for unit members, are subject to any future
49 adjustment which applies to Appendix “B.”
50

1 **APPENDIX C (cont.)**

2
3 **A. CHAIRPERSONS**

4
5 There will be one grade level chairperson for each of the following grade level/clusters TK-1,
6 2-3, 4-6. If a school has more than ten (10) classes at a grade level/cluster, additional chair
7 positions will be added for that grade level/cluster to a maximum number of two (2).
8

9 The following examples are provided to assist in the application of this article and are
10 intended to provide clarification as to practices in connection with payment of stipends and
11 permissible configurations.
12

- 13 1. If a teacher has a combination class, said teacher may choose which grade/level cluster
14 they wish to align with, i.e., - a K-1 teacher with 15 kindergarteners and 4 first graders
15 would probably wish to align with the kindergarten cluster due to the preponderance of
16 students at that level. However, they would be permitted to align themselves with the
17 first grade grouping if they so desire, the choice of alignment rests solely with the
18 teacher.
19
- 20 2. Teachers would be permitted to voluntarily split the duties and responsibilities as well as
21 the corresponding stipend for service as a grade level chair.
22
- 23 3. Stipends will be paid in accordance to the number of unit members serviced by each
24 grade level chair, i.e., if a site had 17 classes of K-1 and 10 were aligned with the
25 kindergarten cluster and 7 were aligned with the first grade cluster, the stipend would be
26 as follows; the kindergarten chair would receive the stipend of \$3,150.63 for 10 or more
27 unit members and the first grade chair would receive the stipend of \$2,520.50 for 7 to 9
28 unit members.
29
- 30 4. Should additional questions on permissible practices and configurations relating to
31 compensation require clarification, the association and the District shall meet and
32 examine the issue in question and arrive at a mutually acceptable resolution specific to
33 that issue and/or question.
34

1 **APPENDIX C (cont.)**
2

3 Additional stipends for elementary grade level and secondary department chairpersons
4 shall be paid as follows:
5

6 Coordinating 1 or 2 unit members - \$ 1,260.25 (.025 x Grp. I, Step I)
7

8 Coordinating 3 or 6 unit members - \$ 1,890.38 (.0375 x Grp. I, Step I)
9

10 Coordinating 7 or 9 unit members - \$ 2,520.50 (.05 x Grp. I, Step I)
11

12 Coordinating 10 or more unit members - \$ 3,150.63 (.0625 x Grp. I, Step I)
13

14 **B. HOURLY INSTRUCTION**

15 The hourly instruction rate shall be \$47.77 (Annual Salary for Group III, Step 1 of the
16 Certificated Salary Schedule divided by 183 and then by 6)
17

18 **C. COACHING/ADVISORS**

19 The coaching stipends are set forth herein Appendix "C."
20

21 **D. STUDENT SUPERVISION**

22 The hourly student supervision rate shall be \$35.83 (75% of the hourly rate).
23

24 **E. DRIVER'S EDUCATION**

25 The hourly rate for behind-the-wheel driver's education instruction is \$45.38 (95% of the
26 hourly rate).
27

28 **F. SUBSTITUTE RATE**

29 The daily rate for unit members substituting while off-contract, and during summer
30 months shall be \$150.00.
31

1 **APPENDIX C (cont.)**

2
3 **ANNUAL STIPENDS FOR EXTRA DUTY**
4 **COACHING AND STUDENT ACTIVITY POSITIONS**
5 **EFFECTIVE JULY 1, 2019 – 2.5%**
6

7 All positions are single person positions, with the following exceptions: High School Assistant
8 Varsity Football - 3 positions; High School Assistant Men/Women Track - 2 positions. In
9 respect of High School Athletic or High School Activities Directors in Level I, service for less
10 than one year shall entitle the member to a pro rata share of the stipend.
11

LEVEL I \$4,449

H.S. Varsity Football
H.S. Athletic Director
H.S. Activity Director

LEVEL IX \$3,316

H.S. Choral Director
Agriculture Advisor
H.S. Drama Director

LEVEL II \$4,342

H.S. Band Director

LEVEL X \$3,109

H.S. Soph/JV Football
H.S. Frosh Football
H.S. Frosh Baseball
H.S. Frosh/Soph. Wrestling
H.S. Asst. Womens Swim
H.S. Asst. Var. Wrestling
H.S. Frosh/Soph. Basketball
H.S. Asst. Womens Softball
H.S. JV Womens Softball
H.S. Asst. Women/Men Track
H.S. Frosh/Soph. Boys Soccer
H.S. JV Wrestling
Boys Republic Baseball
Boys Republic Basketball
Jr. High Activities Director/Leadership

LEVEL III \$4,142

H.S. Women/Men Var. Basketball

LEVEL IV \$3,873

H.S. Head Var. Baseball/Softball
H.S. Head Var. Track (Women/Men)
H.S. Asst. Varsity Football

LEVEL V \$3,718

H.S. A-V Coordinator

LEVEL VI \$3,697

H.S. Head Var. Soccer
H.S. Head Var. Wrestling
H.S. Head Water Polo
H.S. Head Women/Men Swim

LEVEL XI \$2,909

Jr. High Band Director
H.S. FHA-HERO
VICA
FBLA/DECCA
H.S. Career Technical Education (CTE)

LEVEL VII \$3,635

H.S. Drill Team Advisor/H.S. Dance Advisor

LEVEL VIII \$3,394

H.S. Head Women/Men Tennis
Head Cross Country
H.S. Head Var. Volleyball
H.S. Asst. Women/Men Basketball
H.S. Head JV Basketball
H.S. Badminton
H.S. Cheer Coach

APPENDIX C (cont.)

LEVEL XII \$2,812

H.S. Womens Asst. Volleyball
H.S. Womens JV Volleyball
H.S. Asst. Frosh Football
H.S. JV Soccer
H.S. Asst. Var. Baseball
H.S. Asst. Water Polo
H.S. Golf
H.S. JV Boys Tennis
H.S. JV Baseball
H.S. Asst. JV Football
Boys Republic Track
Boys Republic Cross Country
H.S. Asst. Badminton

LEVEL XIII \$2,627

H.S. Yearbook Advisor
H.S. Publications Advisor
H.S. Pep Squad Advisor
H.S. AVID Advisor

LEVEL XIV \$2,422

H.S. Photo Advisor
Jr. High AVID Advisor

LEVEL XV \$2,167

Jr. High Drill Team/Jr. High Dance Advisor
Jr. High Color Guard Advisor
Jr. High Renaissance

LEVEL XVI \$1,961

Jr. High Football
Jr. High Soccer

LEVEL XVII \$1,861

H.S. Asst. Band Director
Jr. High Basketball
Jr. High Track
Jr. High Volleyball
Jr. High Co-ed Softball
H.S. Choreographer Dir.
H.S. Asst. Pep Squad
Other J.H.S. coaches
Two high school extra duty stipends for coaches of academic competition teams.

LEVEL XVIII \$1,516

H.S. Senior Class Advisor
Jr. High STEM/STEAM Advisor
Jr. High Yearbook Advisor
H.S. Jr. Class Advisor
Jr. High Activity Stipend: _____
H.S. Activity Stipend: _____
After School Activity Stipend: _____

LEVEL XIX \$1,313

H.S. Soph. Class Advisor
Jr. High Visual Performing Arts Advisor
Jr. High Pep Squad Advisor
Jr. High Vocal Music
H.S. Frosh Class Advisor

LEVEL XX \$460

7th grade Decathlon
8th grade Decathlon
Jr. High Science Fair Advisor

** Additional funding will be provided for high school FHA-HERO VICA, FBLA/DECCA, and CTE when such positions are to be filled by individual sites.

Note: At the high school level the District shall provide 57 coaching stipends, 21 student activities stipends and 14 department chair stipends. At the junior high schools each site get 4 coaching stipends, 6 student activities stipends and 7 department chair stipends. At the elementary schools each site will receive two extra duty stipends.

THE DISTRICT SHALL INCREASE THE NUMBER OF COACHING STIPEND POSITIONS AT THE HIGH SCHOOLS BY 10. THE INCREASE IN THE NUMBER OF STIPENDS WILL BE PHASED IN OVER THE DURATION OF THE AGREEMENT. THE STIPEND POSITIONS SHALL BE AT LEVEL XII. FOR THE 2002-2003 SCHOOL YEAR THE NUMBER OF STIPENDS WILL BE INCREASED BY THREE (3). FOR THE 2003-2004 SCHOOL YEAR THE NUMBER OF STIPENDS WILL BE INCREASED BY THREE (3). FOR THE 2004-2005 SCHOOL YEAR THE NUMBER OF STIPENDS WILL BE INCREASED BY FOUR (4).

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 3, 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: APPROVAL OF SALARY INCREASES FOR MANAGEMENT AND CLASSIFIED CONFIDENTIAL EMPLOYEES

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BACKGROUND

The District has a practice of providing unrepresented employees, i.e., management and classified confidential employees, with increases in salary as provided to other bargaining units. As a result of the anticipated ratification between the District and the Associated Chino Teachers, a recommendation for a salary increase for unrepresented employees is now being brought before the Board.

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

RECOMMENDATION

It is recommended the Board of Education approve the salary increases for management and classified confidential employees as follows:

- a) Provide a 2.5% on-schedule salary increase for the 2019/2020 school year effective July 1, 2019, and a 0.5% off-schedule one-time payment for current employees as of September 4, 2019, based on their 2019/2020 salary schedule; and
- b) Provide a 2.0% on-schedule salary increase for the 2020/2021 school year effective July 1, 2020, and a 1.0% off-schedule one-time payment to current employees based on their salary schedule as of July 1, 2020.

FISCAL IMPACT

An ongoing fiscal impact of \$593,646.00, and a one-time fiscal impact of \$118,730.00 to the General Fund for the 2019/2020 school year; and an ongoing fiscal impact of \$486,791.00, and a one-time fiscal impact of \$183,393.00 to the General Fund for the 2020/2021 school year.

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Certificated Management Salary Schedule
2019/2020 Effective July 1, 2019
Includes 2.5% Increase

RANGE	POSITION	DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
14	Principal, High School	225			136,513	140,840	145,212
15	Director Access and Equity Alternative Education Assessment and Instructional Technology Elementary Curriculum Health Services Human Resources Professional Development Secondary Curriculum Special Education Student Support Services Technology	226		133,233	138,562	142,954	147,391
16	Principal, Jr. High	215	114,323	118,207	122,114	125,993	131,157
17	Principal, Elementary	215	113,350	117,215	121,073	124,954	128,816
18	Principal, Adult School/Boys Republic	225	118,144	122,158	126,199	130,214	134,255
19	Principal, Buena Vista Continuation	215	112,434	116,209	120,048	123,864	127,705
21	Asst. Principal, High School	210	105,818	109,403	113,034	116,639	120,247
22	Asst. Principal, Jr. High Asst. Principal, Buena Vista/CVLA	205	99,216	102,582	105,992	109,360	112,749
23	Coordinator Assessment Behavior Intervention Charter Schools Child Welfare and Attendance Elementary Curriculum Linked Learning Parent and Family Engagement Secondary Curriculum Special Education Teacher Support	226	108,048	111,739	115,408	119,102	122,796
24	Asst. Principal, Elementary	205	97,991	101,358	104,676	108,022	111,373
26	Program Specialist	205	91,799	94,549	97,388	100,308	103,316

Longevity Certificated Management	
15 Years of Service	\$1,643
20 Years of Service	\$3,287
25 Years of Service	\$4,932
30 Years of Service	\$6,577

BOARD APPROVED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Classified Management Salary Schedule
2019/2020 Effective July 1, 2019
Includes 2.5% Increase

RANGE	POSITION	DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
15	Director Fiscal Services Human Resources Maintenance, Operations, and Construction Nutrition Services Risk Management and Human Resources Planning Technology Transportation Communications	261		133,233	138,562	142,954	147,391
26B	Coordinator Information Services Innovation and Creative Services Payroll and Benefits Technology	261	94,039	96,855	99,763	102,753	105,836
27	Accounting Manager	261	94,039	96,855	99,763	102,753	105,836
28	Occupational Therapist	221	88,920	91,958	94,987	98,008	101,042
29	Behavioral Health Clinical Program Supervisor	248	90,930	94,039	97,137	100,128	103,329
29A	Behavior Intervention Specialist McKinney-Vento Grant Program Manager	220	80,664	83,421	86,169	88,909	91,661
29B	Behavior Intervention Program Supervisor	255	93,498	96,692	99,878	103,055	106,244
31	Assistant Director, Nutrition Services	261	86,712	89,662	92,615	95,588	98,538
31A	Coordinator Construction Sustainability Procurement	261	86,712	89,662	92,615	95,588	98,538
31B	Coordinator Child Development	261	86,712	89,662	92,615	95,588	98,538
36	Driver Supervisor Maintenance and Operations Supervisor Payroll Supervisor Nutrition Supervisor	261	75,327	77,883	80,457	83,020	85,601
38	Duplicating Manager	261	70,166	72,546	74,932	77,358	79,743
38A	Behavior Intervention Counselor	220	62,244	64,356	66,473	68,624	70,739
38B	Behavioral Health Counselor	248	70,166	72,546	74,932	77,359	79,743
40	After School Grant Funded Manager	230	62,771	64,906	67,064	69,201	71,336
41	Operations Manager, Nutrition	261	73,091	75,618	78,190	80,617	83,105

Longevity Classified Management	
15 Years of Service	\$1,643
20 Years of Service	\$3,287
25 Years of Service	\$4,932
30 Years of Service	\$6,577

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Classified Confidential Salary Schedule
2019/20 Effective July 1, 2019
Includes 2.5% Increase

RANGE	POSITION	DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
37	Secretary to Superintendent Admin. Secretary, Board of Education	261	85,621	88,609	91,618	94,451	97,367
39	Administrative Secretary III	261	80,484	82,897	85,385	87,946	90,584
41	Personnel Technician	261	73,821	76,374	78,973	81,424	83,936
42	Administrative Secretary II-A	261	70,339	72,774	75,275	77,610	79,978
43	Administrative Secretary II-B	261	66,808	69,138	71,473	73,705	75,972
45	Administrative Secretary I	261	60,473	62,575	64,680	66,693	68,743

Longevity Classified Confidential	
10 Years of Service	3%
15 Years of Service	5%
20 Years of Service	7%
25 Years of Service	9%
30 Years of Service	11%

BOARD APPROVED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Certificated Management Salary Schedule
2020/2021 Effective July 1, 2020
Includes 2.0% Increase

RANGE	POSITION	DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
14	Principal, High School	225			139,243	143,657	148,116
15	Director Access and Equity Alternative Education Assessment and Instructional Technology Elementary Curriculum Health Services Human Resources Professional Development Secondary Curriculum Special Education Student Support Services Technology	226		135,898	141,333	145,813	150,339
16	Principal, Jr. High	215	116,609	120,571	124,556	128,513	133,780
17	Principal, Elementary	215	115,617	119,559	123,494	127,453	131,392
18	Principal, Adult School/Boys Republic	225	120,507	124,601	128,723	132,818	136,940
19	Principal, Buena Vista Continuation	215	114,683	118,533	122,449	126,341	130,259
21	Asst. Principal, High School	210	107,934	111,591	115,295	118,972	122,652
22	Asst. Principal, Jr. High Asst. Principal, Buena Vista/CVLA	205	101,200	104,634	108,112	111,547	115,004
23	Coordinator Assessment Behavior Intervention Charter Schools Child Welfare and Attendance Elementary Curriculum Linked Learning Parent and Family Engagement Secondary Curriculum Special Education Teacher Support	226	110,209	113,974	117,716	121,484	125,252
24	Asst. Principal, Elementary	205	99,951	103,385	106,770	110,182	113,600
26	Program Specialist	205	93,635	96,440	99,336	102,314	105,382

Longevity Certificated Management	
15 Years of Service	\$1,676
20 Years of Service	\$3,353
25 Years of Service	\$5,031
30 Years of Service	\$6,709

BOARD APPROVED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Classified Management Salary Schedule
2020/2021 Effective July 1, 2020
Includes 2.0% Increase

RANGE	POSITION	DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
15	Director Fiscal Services Human Resources Maintenance, Operations, and Construction Nutrition Services Risk Management and Human Resources Planning Technology Transportation Communications	261		135,898	141,333	145,813	150,339
26B	Coordinator Information Services Innovation and Creative Services Payroll and Benefits Technology	261	95,920	98,792	101,758	104,808	107,953
27	Accounting Manager	261	95,920	98,792	101,758	104,808	107,953
28	Occupational Therapist	221	90,698	93,797	96,887	99,968	103,063
29	Behavioral Health Clinical Program Supervisor	248	92,749	95,920	99,080	102,131	105,396
29A	Behavior Intervention Specialist McKinney-Vento Grant Program Manager	220	82,277	85,089	87,892	90,687	93,494
29B	Behavior Intervention Program Supervisor	255	95,368	98,626	101,876	105,116	108,369
31	Assistant Director, Nutrition Services	261	88,446	91,455	94,467	97,500	100,509
31A	Coordinator Construction Sustainability Procurement	261	88,446	91,455	94,467	97,500	100,509
31B	Coordinator Child Development	261	88,446	91,455	94,467	97,500	100,509
36	Driver Supervisor Maintenance and Operations Supervisor Payroll Supervisor Nutrition Supervisor	261	76,834	79,441	82,066	84,680	87,313
38	Duplicating Manager	261	71,569	73,997	76,431	78,905	81,338
38A	Behavior Intervention Counselor	220	63,489	65,643	67,802	69,996	72,154
38B	Behavioral Health Counselor	248	71,569	73,997	76,431	78,906	81,338
40	After School Grant Funded Manager	230	64,026	66,204	68,405	70,585	72,763
41	Operations Manager, Nutrition	261	74,553	77,130	79,754	82,229	84,767

Longevity Classified Management	
15 Years of Service	\$1,676
20 Years of Service	\$3,353
25 Years of Service	\$5,031
30 Years of Service	\$6,709

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Classified Confidential Salary Schedule
2020/21 Effective July 1, 2020
Includes 2.0% Increase

RANGE	POSITION	DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
37	Secretary to Superintendent Admin. Secretary, Board of Education	261	87,333	90,381	93,450	96,340	99,314
39	Administrative Secretary III	261	82,094	84,555	87,093	89,705	92,396
41	Personnel Technician	261	75,297	77,901	80,552	83,052	85,615
42	Administrative Secretary II-A	261	71,746	74,229	76,781	79,162	81,578
43	Administrative Secretary II-B	261	68,144	70,521	72,902	75,179	77,491
45	Administrative Secretary I	261	61,682	63,827	65,974	68,027	70,118

Longevity Classified Confidential	
10 Years of Service	3%
15 Years of Service	5%
20 Years of Service	7%
25 Years of Service	9%
30 Years of Service	11%

BOARD APPROVED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 3, 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: ADDENDUM TO THE EMPLOYMENT CONTRACTS FOR THE SUPERINTENDENT; ASSOCIATE SUPERINTENDENTS OF BUSINESS SERVICES, AND CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT; AND THE ASSISTANT SUPERINTENDENTS OF CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT, FACILITIES, PLANNING, AND OPERATIONS, AND HUMAN RESOURCES DIVISIONS

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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.”

As a result of the anticipated ratification between the District and the Associated Chino Teachers, a recommendation for a salary increase for the Superintendent, Associate Superintendents, and Assistant Superintendents, is now being brought before the Board.

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

RECOMMENDATION

It is recommended the Board of Education approve the addendum to the employment contracts for the Superintendent; Associate Superintendents of Business Services, and Curriculum, Instruction, Innovation, and Support; and the Assistant Superintendents of Curriculum, Instruction, Innovation, and Support, Facilities, Planning, and Operations, and Human Resources Divisions as follows:

- a) Provide a 2.5% on-schedule salary increase for the 2019/2020 school year effective July 1, 2019, and a 0.5% off-schedule one-time payment for current employees as of September 4, 2019, based on their 2019/2020 salary schedule; and

- b) Provide a 2.0% on-schedule salary increase for the 2020/2021 school year effective July 1, 2020, and a 1.0% off-schedule one-time payment to current employees based on their salary schedule as of July 1, 2020.

FISCAL IMPACT

An ongoing fiscal impact of \$40,427.00, and a one-time fiscal impact of \$8,085.00 to the General Fund for the 2019/2020 school year; and an ongoing fiscal impact of \$33,151.00, and a one-time fiscal impact of \$12,900.00 to the General Fund for the 2020/2021 school year.

NE:RR:FA:IB:mcm

ADDENDUM TO CONTRACT FOR EMPLOYMENT OF
SUPERINTENDENT
BETWEEN THE BOARD OF EDUCATION
OF THE
CHINO VALLEY UNIFIED SCHOOL DISTRICT
COUNTY OF SAN BERNARDINO, CALIFORNIA
AND
NORM P. ENFIELD, ED.D.

The May 3, 2018 contract for employment of Norm P. Enfield, Ed.D., Superintendent, shall be amended as set forth below:

Item 7 – Salary

- a) Provide a 2.5% on-schedule salary increase for the 2019/2020 school year effective July 1, 2019, and a 0.5% off-schedule one-time payment for current employees as of September 4, 2019, based on their 2019/2020 salary schedule; and
- b) Provide a 2.0% on-schedule salary increase for the 2020/2021 school year effective July 1, 2020, and a 1.0% off-schedule one-time payment to current employees based on their salary schedule as of July 1, 2020.

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 SUPERINTENDENT

Norm P. Enfield, Ed.D. Date

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 2 – Salary

- a) Provide a 2.5% on-schedule salary increase for the 2019/2020 school year effective July 1, 2019, and a 0.5% off-schedule one-time payment for current employees as of September 4, 2019, based on their 2019/2020 salary schedule; and
- b) Provide a 2.0% on-schedule salary increase for the 2020/2021 school year effective July 1, 2020, and a 1.0% off-schedule one-time payment to current employees based on their salary schedule as of July 1, 2020.

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

Sandra H. Chen Date

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 2 – Salary

- a) Provide a 2.5% on-schedule salary increase for the 2019/2020 school year effective July 1, 2019, and a 0.5% off-schedule one-time payment for current employees as of September 4, 2019, based on their 2019/2020 salary schedule; and
- b) Provide a 2.0% on-schedule salary increase for the 2020/2021 school year effective July 1, 2020, and a 1.0% off-schedule one-time payment to current employees based on their salary schedule as of July 1, 2020.

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, CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT

Grace Park, Ed.D. Date

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 2 – Salary

- a) Provide a 2.5% on-schedule salary increase for the 2019/2020 school year effective July 1, 2019, and a 0.5% off-schedule one-time payment for current employees as of September 4, 2019, based on their 2019/2020 salary schedule; and
- b) Provide a 2.0% on-schedule salary increase for the 2020/2021 school year effective July 1, 2020, and a 1.0% off-schedule one-time payment to current employees based on their salary schedule as of July 1, 2020.

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 SUPERINTENDENT, CURRICULUM, INSTRUCTION,
INNOVATION AND SUPPORT

Lea Fellows Date

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 2 – Salary

- a) Provide a 2.5% on-schedule salary increase for the 2019/2020 school year effective July 1, 2019, and a 0.5% off-schedule one-time payment for current employees as of September 4, 2019, based on their 2019/2020 salary schedule; and
- b) Provide a 2.0% on-schedule salary increase for the 2020/2021 school year effective July 1, 2020, and a 1.0% off-schedule one-time payment to current employees based on their salary schedule as of July 1, 2020.

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 SUPERINTENDENT, HUMAN RESOURCES

Richard Rideout Date

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 2 – Salary

- a) Provide a 2.5% on-schedule salary increase for the 2019/2020 school year effective July 1, 2019, and a 0.5% off-schedule one-time payment for current employees as of September 4, 2019, based on their 2019/2020 salary schedule; and
- b) Provide a 2.0% on-schedule salary increase for the 2020/2021 school year effective July 1, 2020, and a 1.0% off-schedule one-time payment to current employees based on their salary schedule as of July 1, 2020.

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

_____ Date
James Na, President

_____ Date
Irene Hernandez-Blair, Vice-President

_____ Date
Andrew Cruz, Clerk

_____ Date
Christina Gagnier, Member

_____ Date
Joe Schaffer, Member

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

_____ Date
Gregory J. Stachura

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Superintendent Salary Schedule
2019/2020 Effective July 1, 2019
Includes 2.5% Increase

RANGE	POSITION	DAYS	STEP 1	STEP 2	STEP 3	STEP 4
A	Superintendent	226	271,868	277,306	282,852	288,509

BOARD APPROVED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Certificated and Classified Cabinet Salary Schedule
 2019/2020 Effective July 1, 2019
 Includes 2% Increase

RANGE	POSITION	DAYS	STEP 1	STEP 2	STEP 3	STEP 4
9	Associate Superintendent Business Services Curriculum, Instruction, Innovation & Support	226	183,020	190,340	197,954	205,872
12	Assistant Superintendent Facilities and Planning Curriculum, Instruction, Innovation & Support Human Resources	226	156,448	162,704	169,214	175,980

Longevity Certificated Management	
15 Years of Service	\$ 1,643
20 Years of Service	\$ 3,287
25 Years of Service	\$ 4,932
30 Years of Service	\$ 6,577

BOARD APPROVED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Superintendent Salary Schedule
2020/2021 Effective July 1, 2020
Includes 2.0% Increase

RANGE	POSITION	DAYS	STEP 1	STEP 2	STEP 3	STEP 4
A	Superintendent	226	277,305	282,852	288,509	294,279

BOARD APPROVED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Certificated and Classified Cabinet Salary Schedule
 2020/2021 Effective July 1, 2020 Includes 2.0% Increase

RANGE	POSITION	DAYS	STEP 1	STEP 2	STEP 3	STEP 4
9	Associate Superintendent Business Services Curriculum, Instruction, Innovation & Support	226	186,680	194,147	201,913	209,989
12	Assistant Superintendent Facilities and Planning Curriculum, Instruction, Innovation & Support Human Resources	226	159,577	165,958	172,598	179,500

Longevity Certificated Management	
15 Years of Service	\$ 1,676
20 Years of Service	\$ 3,353
25 Years of Service	\$ 5,031
30 Years of Service	\$ 6,709

BOARD APPROVED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 3, 2019
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Richard Rideout, Assistant Superintendent, Human Resources
SUBJECT: COMPENSATION INCREASE FOR THE BOARD OF EDUCATION

=====

BACKGROUND

Board Bylaw 9250 states, "Each member of the Board of Education may receive the monthly compensation as provided for in Education Code 35120. On an annual basis, the Board may increase the compensation of Board members beyond the limit delineated in Education Code 35120 in an amount not to exceed five percent based on the present monthly rate of compensation. Any increase made pursuant to this section shall be effective upon approval by the Board (Education Code 35120)."

The increase in compensation reflects the same proposed percentage increase for all management team members.

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

RECOMMENDATION

It is recommended the Board of Education approve:

- a) A 2.5% compensation increase for the 2019/2020 school year effective October 4, 2019; and
- b) A 2% compensation increase for the 2020/2021 school year effective July 1, 2020.

FISCAL IMPACT

An ongoing fiscal impact of \$1,252.00 to the General Fund for the 2019/2020 school year; and an ongoing fiscal impact of \$1,026.00 to the General Fund for the 2020/2021 school year.

NE:RR:mcm

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 3, 2019
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Richard Rideout, Assistant Superintendent, Human Resources
SUBJECT: COMPENSATION INCREASE FOR WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) STUDENTS, AVID TUTORS, AND NUTRITION SERVICES ASSISTANT I SUBSTITUTES

=====

BACKGROUND

Effective January 1, 2020, the minimum wage will increase to \$13.00 an hour. The District currently provides an hourly rate of \$12.00 for the Workforce Innovation and Opportunity Act (WIOA) Students, AVID Tutors, and Nutrition Services Assistant I substitutes. To address the increase in minimum wage, attached is a new proposed salary schedule. The proposed increase will reflect an hourly rate from \$12.00 to \$13.00.

New numerical value is provided in **bold**, while old language to be deleted is ~~lined through~~.

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

RECOMMENDATION

It is recommended the Board of Education approve a compensation increase for Workforce Innovation and Opportunity Act (WIOA) Students, AVID Tutors, and Nutrition Services Assistant I substitutes.

FISCAL IMPACT

The fiscal impact is unknown at this time due to the fluctuation of student workers, AVID Tutors, and Nutrition Assistant I substitutes.

NE:RR:mcm

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

Effective January 1, 2019 2020

<u>RANGE</u>	<u>POSITIONS</u>	<u>HOURLY RATE</u>	
25	District Media Center Helper	13.66	
26	Instructional Aide District Mail Clerk Playground Supervisor Typist Clerk I	13.99	
27	ASB Student Store Clerk District Receptionist Duplicating Dept. Clerk High School Receptionist	14.34	
28	Account Clerk I Bilingual Typist Clerk I District Community Attendance Liaison Elementary Library/Media Center Asst.	14.70	
29	Attendance Clerk Custodian I Duplication Operator Groundswoker I Typist Clerk II	15.07	
30	Child Care Specialist Health Technician Secondary Library/Media Assistant	14.81	
31	Warehouse Delivery Person	15.83	
32	Assistant Principal Secretary Account Clerk II Custodian II District Secretary Offset Press Operator Payroll Clerk II Maintenance I - General Maintenance Registrar	15.56	
33	Counseling Assistant	16.63	
34	Career Guidance Technician ROP Technician Security Person	16.34	
36	Payroll Clerk III School Secretary I	16.42	
38	Custodian Specialist School Secretary II	17.26	
<hr/>			
	Nutrition Services Assistant I	42.00	13.00
	Bus Drivers	17.00	
<hr/>			
	WIOA Students	42.00	13.00
	AVID Tutor	42.00	13.00

Board approved: 10/05/2017
Revised: 12/15/2017
Revised: 10/04/2018
REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 3, 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: RESOLUTION 2019/2020-17, WEEK OF THE SCHOOL ADMINISTRATOR

=====

BACKGROUND

Leadership matters for California’s public school system, and the future of its public education system depends greatly upon the quality of its leadership. To that end, the state of California has declared October 13-19, 2019, as the Week of the School Administrator.

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2019/2020-17, Week of the School Administrator.

FISCAL IMPACT

None.

NE:RR:FA:IB:mcm

**Chino Valley Unified School District
Resolution 2019/2020-17
Week of the School Administrator**

WHEREAS, leadership matters for California’s public education system and the more than 6 million students it serves;

WHEREAS, school administrators are passionate, lifelong learners who believe in the value of quality public education;

WHEREAS, the title “school administrator” is a broad term used to define many education leadership posts. Superintendents, assistant superintendents, principals, assistant principals, special education and adult education leaders, curriculum and assessment leaders, school business officials, classified education leaders, and the other district employees are considered administrators;

WHEREAS, providing quality service for student success is paramount for the profession;

WHEREAS, most school administrators began their careers as teachers. The average administrator has served in public education for more than a decade. Most of California’s superintendents have served in education for more than 20 years. Such experience is beneficial in their work to effectively and efficiently lead public education and improve student achievement;

WHEREAS, public schools operate with lean management systems. Across the nation, public schools employ fewer managers and supervisors than most public and private sector industries including transportation, food service, manufacturing, utilities, construction, publishing and public administration; and

WHEREAS, school leaders depend on a network of support from school communities – fellow administrators, teacher, parents, students, businesses, community members, board trustees, colleges, and universities, community and faith-based organizations, elected officials and district and county staff and resources – to promote ongoing student achievement and school success;

WHEREAS, research shows great schools are led by great principals, and great districts are led by great superintendents. These site leaders are supported by extensive administrative networks throughout the state;

WHEREAS, the State of California has declared October 13-19, 2019, as the “Week of the School Administrator” in Education Code 44015.1; and

WHEREAS, the future of California’s public education system depends upon the quality of its leadership.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Chino Valley Unified School District that all leaders be commended for the contributions they make to successful student achievement.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 3rd day of October 2019.

Blair: _____
Cruz: _____
Gagnier: _____
Na: _____
Schaffer: _____

I, Norm Enfield, Ed.D., Secretary, of the Board of Education of the Chino Valley Unified School District, certify that the foregoing is a full, true, and correct copy of a resolution adopted by the Board at a regularly meeting as stated.

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
September 19, 2019

MINUTES

I. OPENING BUSINESS

I.A. CALL TO ORDER – 5:15 P.M.

1. Roll Call

President Na called to order the regular meeting of the Board of Education, Thursday, September 19, 2019, at 5:15 p.m. with Cruz, Gagnier, Schaffer, and Na present. Mrs. Blair was absent

Administrative Personnel

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

2. Public Comment on Closed Session Items

None.

3. Closed Session

President Na adjourned to closed session at 5:15 p.m. regarding conference with legal counsel existing and anticipated litigation; student discipline matters; conference with labor negotiations: A.C.T. and CSEA; public employee discipline/dismissal/release; and public employee appointment: high school assistant principal.

I.B. RECONVENE TO REGULAR OPEN MEETING – 6:00 P.M.

1. Report Closed Session Action

President Na reconvened the regular meeting of the Board of Education at 6:00 p.m. with Cruz, Gagnier, Schaffer, and Na present; Blair absent. The Board met in closed session from 5:15 p.m. to 5:53 p.m. regarding conference with legal counsel existing and anticipated litigation; student discipline matters; conference with labor negotiations: A.C.T. and CSEA; public employee discipline/dismissal/release; and public employee appointment: high school assistant principal. The Board appointed John Landers as assistant principal of Ayala HS by a vote of 4-0 with Cruz, Gagnier, Schaffer, and Na voting yes; and Blair absent. No further action was taken that required public disclosure.

- 2. Pledge of Allegiance
Tricia Cauley led the Pledge of Allegiance.

I.C. PRESENTATION

- 1. CIIS: Creating a Pipeline to Success Beyond Graduation
Dr. Grace Park, Associate Superintendent of CIIS; Yvette Farley, Director of Access and Equity; and Luke Hackney, Director of Elementary Curriculum provided an update regarding dual language and computer immersion programs

I.D. COMMENTS FROM STUDENT REPRESENTATIVE

Audrey Ing provided spoke about a group of students visiting Facebook headquarters for *Digital for Good Day*; reported on the Student Advisory Council's (SAC) September 17 meeting, and said SAC is focused on kindness and inclusivity for the year; said its next meeting is on Tuesday, October 15; and provided an update on upcoming school activities.

I.E. COMMENTS FROM EMPLOYEE REPRESENTATIVES

None.

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

Tricia Cauley addressed the Board regarding Chino Hills HS swim and dive program; Yi Eubanks thanked the Board for working with the union to reach a tentative agreement and for technology in her classroom; Jeff Morabito addressed the Board regarding Sycamore Academy; and Cathy Osman addressed the Board regarding technology.

I.G. CHANGES AND DELETIONS

The following change was read into the record: Item II.E.1., Human Resources, Certificated/Classified Personnel Items, under certificated personnel, Cindy Cao, corrected location to read Briggs K-8. There were no further changes or deletions.

II. CONSENT

Joe Schaffer pulled for separate action Item II.D.14. Moved (Gagnier) seconded (Cruz) motion carried (4-0, Blair was absent) to approve the remainder of consent items as amended. Student representative voted yes.

II.A. ADMINISTRATION

II.A.1. Minutes of the Regular Meeting of September 5, 2019

Approved the minutes of the regular meeting of September 5, 2019.

II.B. BUSINESS SERVICES

II.B.1. Warrant Register

Approved/ratified the warrant register.

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

Approved/ratified the 2019/2020 applications to operate fundraising activities and other activities for the benefit of students.

II.B.3. Fundraising Activities

Approved/ratified the fundraising activities.

II.B.4. Donations

Accepted the donations.

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

II.C.1. Student Expulsion Cases 19/20-02 and 19/20-03

Approved student expulsion cases 19/20-02 and 19/20-03.

II.C.2. Cal Aero Preserve Academy Multi Track Year-Round Student Attendance Calendars for the 2020/2021, 2021/2022, and 2022/2023 School Years

Approved the Cal Aero Preserve Academy Multi Track Year-Round Student Attendance Calendars for the 2020/2021, 2021/2022, and 2022/2023 school years.

II.C.3. Boys Republic HS, Chino Valley Learning Academy, and Chino Valley Adult School Student Attendance Calendars for the 2020/2021, 2021/2022, and 2022/2023 School Years

Approved the Boys Republic HS, Chino Valley Learning Academy, and Chino Valley Adult School Student Attendance Calendars for the 2020/2021, 2021/2022, and 2022/2023 school years.

II.D. FACILITIES, PLANNING, AND OPERATIONS

II.D.1. Purchase Order Register

Approved/ratified the purchase order register.

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

Approved/ratified the Agreements for Contractor/Consultant Services.

- II.D.3. Surplus/Obsolete Property**
Declared the District property surplus/obsolete and authorized staff to sell/dispose of said property.
- II.D.4. Notice of Completion for CUPCCAA Bid 19-20-07I, Rhodes ES Flooring Material and Installation**
Approved the Notice of Completion for CUPCCAA Bid 19-20-07I, Rhodes ES Flooring Material and Installation.
- II.D.5. Bid 19-20-14F, District White Fleet—Security Vehicles**
Awarded Bid 19-20-14F, District White Fleet—Security Vehicles to MK Smith Chevrolet.
- II.D.6. Bid 19-20-15F, Briggs K-8 New Science Building—Grading/Earthwork**
Awarded the base bid and alternate for Bid 19-20-15F, Briggs K-8 New Science Building—Grading/Earthwork to Crew, Inc.
- II.D.7. Change Order for Bid 18-19-08F, Ayala HS New Science Building**
Approved the Change Order for Bid 18-19-08F, Ayala HS New Science Building.
- II.D.8. Change Orders for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project**
Approved the Change Orders for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project.
- II.D.9. Change Order and Notice of Completion for Bid 18-19-33F, Borba ES HVAC Retrofit**
Approved the Change Order and Notice of Completion for Bid 18-19-33F, Borba ES HVAC Retrofit.
- II.D.10. Notice of Completion for Bid 18-19-34F, Newman ES HVAC Retrofit**
Approved the Notice of Completion for Bid 18-19-34F, Newman ES HVAC Retrofit.
- II.D.11. Notice of Completion for Bid 18-19-35F, Glenmeade ES HVAC Retrofit**
Approved the Notice of Completion for Bid 18-19-35F, Glenmeade ES HVAC Retrofit.
- II.D.12. Notice of Completion for Bid 18-19-36F, Magnolia JHS HVAC Retrofit**
Approved the Notice of Completion for Bid 18-19-36F, Magnolia JHS HVAC Retrofit.
- II.D.13. Notice of Completion for Bid 18-19-37F, Walnut ES Parking Lot Expansion**
Approved the Notice of Completion for Bid 18-19-37F, Walnut ES Parking Lot Expansion.

II.D.14. License Agreement with Chino Holding Company, LLC, a Delaware Limited Liability Company for Access to Real Property Located in the City of Chino for Environmental and Preliminary Construction Testing and Inspections

Moved (Gagnier) seconded (Schaffer) motion carried (3-1, Schaffer voted no; Blair absent) to approve the License Agreement with Chino Holding Company, LLC, a Delaware limited liability company for access to real property located in the city of Chino for environmental and preliminary construction testing and inspections. Student representative voted yes.

II.E. HUMAN RESOURCES

II.E.1. Certificated/Classified Personnel Items

Approved/ratified the certificated/classified personnel items, as amended.

II.E.2. Student Teaching Agreements with California State University, Fullerton, and Pepperdine University

Approved the student teaching agreements with California State University, Fullerton, and Pepperdine University.

III. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

Joe Schaffer asked staff for the background on the diving board issue; attended Ayala HS's football game on September 7; attended A.C.T.'s new teacher event on September 10; attended a September 11 remembrance event; provided a Baldy View ROP committee report; announced the Chino Hills community event scheduled for September 21.

Christina Gagnier thanked team members from Liberty ES for attending; spoke about her community coffee events; and said the Chamber of Commerce is working on good things including a soon to be launched internship program and shark tank like program for students.

Andrew Cruz acknowledged the improvement of the ASL program at Ayala HS; spoke about safety concerns at Ramona JHS; and said the District should look into the evidence regarding screen time and technology at an early age.

Irene Hernandez-Blair was absent.

Superintendent Enfield made no comment.

President Na extended prayers to a family experiencing difficulties; said he spent all week visiting high school students; and acknowledged Cathy Osman.

IV. ADJOURNMENT

President Na adjourned the regular meeting of the Board of Education at 6:50 p.m.

James Na, President

Andrew Cruz, Clerk

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate

DATE: October 3, 2019
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D, Superintendent
SUBJECT: RESOLUTION 2019/2020-16 BOARD COMPENSATION FOR IRENE HERNANDEZ-BLAIR FOR MISSED MEETINGS OF SEPTEMBER 19, 2019, AND OCTOBER 3, 2019

=====

BACKGROUND

Board Bylaw 9250, Remuneration, Reimbursement, Board Development and Other Benefits, authorizes a Board member to receive the monthly compensation as provided for in law. Additionally, Bylaws of the Board Exhibit 9250, Resolution on Board Compensation for Missed Meetings authorizes that a member is entitled to be paid for missed meetings if he/she was absent due to limited circumstances.

This resolution recognizes that Vice President Irene Hernandez-Blair was absent from the September 19, 2019, and October 3, 2019, regular meetings of the Board of Education due to illness.

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2019/2020-16 Board compensation for Irene Hernandez-Blair for missed meetings of September 19, 2019, and October 3, 2019.

FISCAL IMPACT

None.

NE:pk

**RESOLUTION 2019/2020-16
BOARD COMPENSATION FOR IRENE HERNANDEZ-BLAIR
FOR MISSED MEETINGS OF SEPTEMBER 19, 2019, AND OCTOBER 3, 2019**

WHEREAS, the Board of Education of the Chino Valley Unified School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120 and Board Bylaw 9250; and

WHEREAS, Education Code 35120 provides that the monthly compensation provided to Board members shall be commensurate with the percentage of meetings attended during the month unless otherwise authorized by Board resolution; and

WHEREAS, Education Code 35120 specifies limited circumstances under which the Board is authorized to compensate a Board member for meetings he/she missed; and

WHEREAS, the Board finds that Irene Hernandez-Blair did not attend Board meetings on September 19, 2019, and October 3, 2019, for the following reason(s):

- Performance of other designated duties for the District during the time of the meeting
- Illness or jury duty
- Hardship deemed acceptable by the Board

NOW THEREFORE BE IT RESOLVED that the Board of the Chino Valley Unified School District approves full compensation of the Board member for the month of September and October 2019.

APPROVED, PASSED, AND ADOPTED this 3rd day of October 2019 at a regular meeting, by the following vote:

Blair	_____
Cruz	_____
Gagnier	_____
Na	_____
Schaffer	_____

James Na, President

Andrew Cruz, Clerk

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 3, 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

\$4,064,075.57 to all District funding sources.

NE:SHC:LP:wc

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 3, 2019
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
Liz Pensick, Director, Fiscal Services
**SUBJECT: 2019/2020 APPLICATIONS TO OPERATE FUNDRAISING
ACTIVITIES AND OTHER ACTIVITIES FOR THE BENEFIT OF
STUDENTS**

=====
BACKGROUND

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

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

RECOMMENDATION

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

FISCAL IMPACT

None.

NE:SHC:LP:wc

CHINO VALLEY UNIFIED SCHOOL DISTRICT
October 3, 2019

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

School

Organization

GATE

AdvoGATE

Woodcrest JHS

Music Boosters

Chino Hills HS

Baseball Boosters

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: October 3, 2019
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
Liz Pensick, Director, Fiscal Services
SUBJECT: FUNDRAISING ACTIVITIES

=====

BACKGROUND

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

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

RECOMMENDATION

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

FISCAL IMPACT

None.

NE:SHC:LP:wc

CHINO VALLEY UNIFIED SCHOOL DISTRICT
October 3, 2019

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>GATE</u>		
Advogate	Kick-Off Membership Meeting	10/9/19
Advogate	California Science Center Ticket Sale	11/2/19
Advogate	Christmas Plan Ticket Sale	12/8/19
Advogate	Odyssey of the Mind Showcase Donations	3/5/20
Advogate	Botanic Garden Ticket Sale	4/11/20
Advogate	Play in a Day Ticket Sale	5/3/20
<u>Cortez ES</u>		
PFA	Trunk or Treat	10/25/19
PFA	Off Campus Cookie Dough Sale	10/29/19 - 11/12/19
PFA	Book Fair	11/4/19 - 11/8/19
<u>Country Springs ES</u>		
PFA	Fall Catalog Sale	10/7/19 - 10/18/19
<u>Dickey ES</u>		
PTO	Family Movie Night	11/15/19
PTO	Family Movie Night	12/13/19
PTO	Family Movie Night	1/31/20
<u>Glenmeade ES</u>		
PTA	In-N-Out Dinner Sale	2/27/20
PTA	Family Fun Night Auction	4/3/20
<u>Hidden Trails ES</u>		
PTA	Dog Haus Spirit Day	11/13/19
<u>Liberty ES</u>		
PTO	Spirit Wear Sale	10/4/19 - 10/14/19
PTO	Chipotle Family Night Out	11/4/19

CHINO VALLEY UNIFIED SCHOOL DISTRICT
October 3, 2019

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Lite! ES</u>		
PTA	Holiday Pencil Gram Sale	12/12/19 - 12/13/19
PTA	Friendship Gram Sale	2/11/20
PTA	Talent Show Concessions	3/18/20
PTA	Movie Night Concessions	5/8/20
<u>Rhodes ES</u>		
ASB	Smencil Sale	10/4/19 - 5/29/20
<u>Rolling Ridge ES</u>		
PTA	Pieology Spirit Day	12/18/19
<u>Briggs K-8</u>		
PFA	Schoolstore.com	10/4/19 - 5/28/20
PFA	Off Campus Pretzel/Fortune Cookie Sale	10/4/19 - 5/29/20
PFA	After School Ice Cream Sale	10/4/19 - 5/29/20
PFA	Off Campus Spirit Stuffed Animal Sale	10/15/19 - 5/29/20
PFA	After School Hot Dog on a Stick Sale	10/25/19 & 4/14/20
PFA	After School Balloon Sale	11/1/19
PFA	Winter Boutique	12/9/19 - 12/11/19
<u>Canyon Hills JHS</u>		
ASB	Pieology Spirit Day	11/6/19
<u>Ramona JHS</u>		
Band Boosters	IHOP Spirit Days	11/5/19 - 11/6/19
<u>Townsend JHS</u>		
Dance Boosters	Chipotle Family Night Out	10/22/19

CHINO VALLEY UNIFIED SCHOOL DISTRICT
October 3, 2019

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Woodcrest JHS</u>		
Music Boosters	Off Campus Catalog Sale	10/4/19 - 11/1/19
Music Boosters	Recycling Program	10/4/19 - 5/29/20
Music Boosters	After School Snack Sale	10/7/19 - 5/29/20
Music Boosters	Sponsorship Drive	10/12/19 - 5/8/20
Music Boosters	Off Campus Candy Sale	10/23/19 - 12/1/19
Music Boosters	Off Campus See's Candy Sale	11/1/19 - 12/2/19
Music Boosters	Off Campus See's Candy Sale	3/7/20 - 3/31/20
<u>Ayala HS</u>		
Spanish Club	Carl's Jr. Coupon Book Sale	10/4/19 - 10/31/19
Choral Boosters	Ayala Spirit Temporary Tattoos & Sticker Sale	10/4/19 - 5/29/20
AVID	Spirit Wear Sale	10/5/19 - 5/1/20
AVID	Donation Drive	10/7/19 - 5/29/20
Make A Wish Club	Ding Tea Family Night Out	10/8/19
Make A Wish Club	Chipotle Family Night Out	10/15/19
Choral Boosters	Cannataro's Family Night Out	10/15/19
Robotics	Chipotle Family Night Out	10/23/19
Choral Boosters	Harkins Movie Night	10/24/19
Choral Boosters	Tahoe Joe's Family Night Out	11/7/19
Girls Soccer	Soccer Spirit Wear Sale	11/12/19
Girls Soccer	Off Campus See's Candy Sale	11/18/19 - 12/6/19
Girls Soccer	After School Popcorn Sale	12/5/19 - 2/4/20
<u>Chino HS</u>		
Band & Auxiliary Boosters	After School Spirit Merchandise Sale	10/4/19 - 5/28/20
<u>Chino Hills HS</u>		
Operation Smile	Donut Sale	10/4/19 - 10/10/19
Choir	Off Campus Cookie Dough Sale	10/4/19 - 10/15/19
Choir	Birthday Gram Sale	10/4/19 - 5/29/20
Best Buddies Club	After School Fruit Cups & Drink Sale	10/4/19 - 5/29/20
Dance Boosters	Pumpkin Patch	10/7/19 - 10/19/19
Spirit Boosters	IHOP Spirit Day	10/9/19
Spirit Boosters	Husky Spirit Lawn Sign Sale	10/9/19 - 5/29/20
Health Science Academy	Snap! Raise Donation Drive	10/15/19 - 11/15/19

CHINO VALLEY UNIFIED SCHOOL DISTRICT
October 3, 2019

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Don Lugo HS</u>		
Class of 2023	Monthly Family Nights Out	10/4/19 - 5/30/20
Baseball	Team Calendar Sale	11/11/19 - 11/22/19
Baseball	Angels Ticket Voucher Sale	12/10/19 - 12/20/19
Baseball	Quakes Ticket Voucher Sale	2/7/20 - 2/21/20

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 3, 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

CHINO VALLEY UNIFIED SCHOOL DISTRICT
October 3, 2019

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<u>Chaparral ES</u>		
Kenneth Gallagher	Cash	\$62.00
<u>Dickson ES</u>		
Costco Wholesale	140 Student Backpacks	\$1,400.00
<u>Rolling Ridge ES</u>		
Mr. & Mrs. Trent Thacker	Two Chrome Books	\$560.00
<u>Chino Hills HS</u>		
YourCause LLC	Cash	\$70.00
Team Lally, Inc.	Cash	\$2,784.00
<u>Don Lugo HS</u>		
Walmart	Student Supplies	\$2,120.00

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Our Motto:
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DATE: October 3, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: LEGAL SERVICES

=====

BACKGROUND

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

FIRM	MONTH	INVOICE AMOUNTS	2019/2020 YEAR-TO-DATE
Atkinson, Andelson, Loya, Ruud & Romo	-	-	\$ 11,710.31
Margaret A. Chidester & Associates	July 2019	\$ 65,442.00	\$ 65,442.00
The Tao Firm	August 2019	\$ 9,925.00	\$ 11,675.00
	Total	\$ 75,367.00	\$ 88,827.31

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

RECOMMENDATION

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

FISCAL IMPACT

\$75,367.00 to the General Fund.

NE:SHC:LP:wc

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 3, 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 19/20-04

=====

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 19/20-04.

FISCAL IMPACT

None.

NE:LF:SJ:ss

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 3, 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: Rhodes ES Event: Thousand Pines Science Camp Place: Crestline, CA Chaperone: 130 students/13 chaperones	October 28-November 1, 2019	Cost: \$300.00 per student Funding Source: Parents and fundraising
Site: Ayala HS Event: Cross Country Team - Clovis Invitational Place: Fresno, CA Chaperone: 40 students/4 chaperones	October 11-12, 2019	Cost: \$150.00 per student Funding Source: Parents

Site: Ayala HS Event: Cross Country Team - Warner Pacific Cross Country Classic Place: Portland, OR Chaperone: 20 students/2 chaperones	October 18-20, 2019	Cost: \$430.00 per student Funding Source: Parents
Site: Ayala HS Event: Cross Country Team - California State Championships Place: Fresno, CA Chaperone: 20 students/2 chaperones	November 29-30, 2019	Cost: \$250.00 per student Funding Source: Parents and Athletics

FISCAL IMPACT

None.

NE:LF:rtr

Chino Valley Unified School District

Our Motto:

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

DATE: October 3, 2019
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
SUBJECT: PROCLAMATION FOR RED RIBBON WEEK, OCTOBER 23-31, 2019

=====

BACKGROUND

The Chino Valley Unified School District supports Red Ribbon Week and encourages its students and staff to participate in drug prevention education activities, making a visible statement that we are firmly committed to a drug-free and alcohol abuse-free community and lifestyle. The attached proclamation recognizes the District’s support of this campaign that is scheduled for October 23-31, 2019, and the national theme for the 2019 Red Ribbon Week is “Send A Message. Stay Drug Free.”

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

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

RECOMMENDATION

It is recommended the Board of Education adopt the proclamation for Red Ribbon Week, October 23-31, 2019.

FISCAL IMPACT

None.

NE:LF:rtr

**Chino Valley Unified School District
Proclamation
Red Ribbon Week
October 23-31, 2019**

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

WHEREAS, supporting the national theme for the 2019 Red Ribbon Week, "Send A Message. Stay Drug Free," will serve as a reminder that by staying drug free, you are sending a message to yourself and others about how much you value yourself, your overall health, your community and your future;

WHEREAS, the Red Ribbon Campaign will be celebrated in every community in America during Red Ribbon Week, October 23-31, 2019; and

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

NOW, THEREFORE, BE IT RESOLVED the Board of Education of the Chino Valley Unified School District does hereby support October 23-31, 2019, as Red Ribbon Week, and encourages its students and staff to participate in drug prevention education activities, making a visible statement that we are firmly committed to a drug-free and alcohol abuse-free community and lifestyle.

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 3, 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

\$4,107,858.00 to all District funding sources.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 3, 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

SUPERINTENDENT	FISCAL IMPACT
S-1920-003 Leadership Associates, LLC. To provide membership for the 2019/2020 Leadership Associates Network. Submitted by: Superintendent Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$4,500.00 Funding source: General Fund

BUSINESS SERVICES	FISCAL IMPACT
B-1920-021 MementoPix, Inc. To provide online digital layout software. Submitted by: Printing, Graphics, and Mail Services Duration of Agreement: July 1, 2019 - June 30, 2024	Contract amount: \$2,625.00 Funding source: General Fund

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-1920-117 Leading Edge Learning Center, LLC. To provide four (4) subject licenses for math, ELA, social studies, and science. Submitted by: Cortez ES Duration of Agreement: October 4, 2019 - June 30, 2020	Contract amount: \$12,132.00 Funding source: Title I
CIIS-1920-144 Houghton Mifflin Harcourt Publishing Co. To provide Reading Counts annual hosting services. Submitted by: Boys Republic HS Duration of Agreement: August 2, 2019 - August 1, 2020	Contract amount: \$730.00 Funding source: LCAP
CIIS-1920-145 Epocrates, Inc. To provide medical application access to research various diagnoses and treatments. Submitted by: Health Services Duration of Agreement: February 2, 2019 - February 4, 2022	Contract amount: \$299.99 Funding source: LCAP
CIIS-1920-146 Parchment, Inc. To provide transcript provider services. Submitted by: Student Support Services Duration of Agreement: October 4, 2019 - October 3, 2021	Contract amount: None Funding source: None
CIIS-1920-147 Spectrum Business. To provide ethernet/fiber connections to Sycamore Academy charter school. Submitted by: Technology Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$17,548.80 Funding source: General Fund
CIIS-1920-148 Project Lead the Way, Inc. To provide Project Lead the Way engineering participation. Submitted by: Ayala HS Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$3,000.00 Funding source: School Site Budget

FACILITIES, PLANNING, AND OPERATIONS	FISCAL IMPACT
F-1920-034 Carreras Tours, LLC. To provide charter bus services. Submitted by: Transportation Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: Per rate sheet Funding source: General Fund
F-1920-035 Card Integrators Corporation dba CI Solutions. To provide annual software licensing for bus pass badge system. Submitted by: Transportation Duration of Agreement: October 31, 2019 - October 31, 2020	Contract amount: Per rate sheet Funding source: General Fund

FACILITIES, PLANNING, AND OPERATIONS	FISCAL IMPACT
F-1920-036 American Power Wash. To provide mobile washing services for District vehicles. Submitted by: Transportation Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$8,000.00 Funding source: General Fund
F-1920-037 Trapeze Software Group, Inc. To provide TripSpark software for school transportation management. Submitted by: Transportation Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$4,781.35 Funding source: General Fund
F-1920-038 Chino Auto Center, LLC dba Soft Touch Car Wash. To provide car wash services for District vehicles. Submitted by: Transportation Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$2,500.00 Funding source: General Fund
F-1920-039 Inland Empire Stages, LTD. To provide charter bus services. Submitted by: Transportation Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: Per rate sheet Funding source: General Fund
F-1920-040 Alliance Bus Lines, Inc. To provide charter bus services. Submitted by: Transportation Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: Per rate sheet Funding source: General Fund
F-1920-041 Hot Dogger Tours dba Gold Coast Tours. To provide charter bus services. Submitted by: Transportation Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: Per rate sheet Funding source: General Fund
F-1920-042 Best Limousines & Transportation, Inc. dba Best-VIP Chauffeured Worldwide. To provide charter bus services. Submitted by: Transportation Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: Per rate sheet Funding source: General Fund
F-1920-043 Advanced GeoEnvironmental, Inc. To provide stormwater services for the Briggs K-8 new science building. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: August 1, 2019 - July 31, 2020	Contract amount: \$17,100.00 Funding source: Building Fund 21

SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS	FISCAL IMPACT
SBCSS 19/20-0310 San Bernardino County Superintendent of Schools. To provide oversight and fiscal support of the Boys Republic HS program. Submitted by: Access and Equity Duration of Agreement: July 1, 2019 - September 30, 2020	Contract amount: \$200,000.00 Funding source: Title I
SBCSS MOU 19/20-0383 SBCSS District Classroom Use. To provide Woodcrest JHS classroom for students with disabilities. Submitted by: Facilities, Planning, and Operations Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: None Funding source: None
SBCSS MOU 19/20-0384 SBCSS District Classrooms Maintenance. CVUSD will provide special education classrooms for regular and extended year. Submitted by: Facilities, Planning, and Operations Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: None Funding source: None

SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS	FISCAL IMPACT
SBCSS 19/20-0606 SBCSS Positive Behavioral Interventions and Support (PBIS). To provide PBIS training. Submitted by: Health Services Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$15,000.00 Funding source: LCAP

MASTER CONTRACTS	FISCAL IMPACT
MC-1920-031 Sasha E Brens dba DJ Sasha B. To provide entertainment for school events. Submitted by: Don Lugo HS Duration of Agreement: October 4, 2019 - June 30, 2022	Contract amount: Per rate sheet Funding source: ASB/USB/PFA/PTA/Boosters
MC-1920-032 TFTC Group LLC dba Bigfoot Photobooths. To provide photo booths for school events. Submitted by: Ayala HS Duration of Agreement: October 4, 2019 - June 30, 2022	Contract amount: Per rate sheet Funding source: ASB/USB/PFA/PTA/Boosters
MC-1920-033 John Hotta dba Johnny's Animaland. To provide mobile build a pet for fundraising. Submitted by: Briggs K-8 Duration of Agreement: October 4, 2019 - June 30, 2022	Contract amount: Per rate sheet Funding source: ASB/USB/PFA/PTA/Boosters

APPROVED CONTRACT TO BE AMENDED	AMENDMENT
CIIS-1920-068 Staff Rehab. To provide nursing, speech pathology, occupational therapy, psychologist, Board certified behavior analyst, and translating services. Submitted by: Special Education Duration of Agreement: July 1, 2019 - June 30, 2020 Original Agreement Board Approved: June 20, 2019	Contract amount: \$275,000.00 Funding source: Special Education Add additional services offered by vendor

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 3, 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
October 3, 2019**

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
White Board			Human Resources
Printer	Canon	7TU17306	Human Resources
Printer	HP Laserjet	23566	Supts. Office
Printer Stand	Dell	22670	Supts. Office
Computer	Dell		Cattle ES
Computer	Dell		Cattle ES
Computer	Dell		Cattle ES
Computer	Dell		Cattle ES
Computer	Dell		Cattle ES
Computer	Dell		Cattle ES
TV	Zenith		Cattle ES
TV	Samsung		Cattle ES
VCR	Sharp		Cattle ES
Document Camera	Epson	51143	Chaparral ES
Computer	Dell	24196	Canyon Hills JHS
Computer	Dell	33965	Canyon Hills JHS
Computer	Xerox	34232	Canyon Hills JHS
Printer	Xerox	21427	Canyon Hills JHS
Printer	Epson	27314	Canyon Hills JHS
Projector	Epson	27307	Canyon Hills JHS
Refrigerator	Hotpoint		Chino HS

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: October 3, 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
CC2019-46	Ayala HS Bleacher Repairs	BSN Sports, LLC	\$19,585.10	N/A	\$19,585.10	01
CC2020-01	Cattle ES Marquee Installation	Encore Image, Inc.	\$29,156.17	N/A	\$29,156.17	01
CC2020-05	Chino HS Football Field Electrical Distribution Upgrades & Lighting Repairs	RDM Electric Company, Inc.	\$21,365.00	N/A	\$21,365.00	01

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

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

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

RECOMMENDATION

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

FISCAL IMPACT

\$70,106.27 to General Fund 01.

NE:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: October 3, 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 18-19-39I, BUTTERFIELD RANCH 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 project listed below:

On May 2, 2019, the Board of Education awarded CUPCCAA Bid 18-19-39I, Butterfield Ranch ES Playground Equipment Installation to J2 Builders. All contracted work was completed on August 28, 2019. Contract summary is provided below.

CUPCCAA Bid	Project Description	Contractor	Total Contract	Change Order	Total	5% Retention Amount	Funding Source
18-19-39I	Butterfield Ranch ES Playground Equipment Installation	J2 Builders	\$151,800.00	\$3,800.00	\$155,600.00	\$7,780.00	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 Change Order and Notice of Completion for CUPCCAA Bid 18-19-39I, Butterfield Ranch ES Playground Equipment Installation.

FISCAL IMPACT

\$155,600.00 to Building Fund 21.

NE:GJS:MS:pw



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

CHANGE ORDER

Date: 9/10/2019 BID /CUPCAA #: 18-19-391 Change Order #: 1
 Project Title: Butterfield Ranch ES Playground Equipment Installation
 Owner: Chino Valley Unified School District DSA Application #: N/A DSA File #: N/A
 Architect: N/A Contractor: J2 Builders

The Contractor is hereby authorized to do the following:

Item # 1 Dump fees for additional EWF encountered below the specified depth. Import additional base rock to offset export in primary playground.
 Requested By: District Project Manager Increase/Decrease amount: \$ 3,800.00
 Reason: Depth of play box was deeper than specified additional base material was needed to meet code requirements.

Item # 2 _____
 Requested By: _____ Increase/Decrease amount: _____
 Reason: _____

Item # 3 _____
 Requested By: _____ Increase/Decrease amount: _____
 Reason: _____

Item # 4 _____
 Requested By: _____ Increase/Decrease amount: _____
 Reason: _____

Original contract completion date: _____	Original contract amount: _____	\$ 151,800.00
Increase/Decrease of days: _____	Increase/Decrease amount: _____	\$ 3,800.00
New contract completion date: _____	New contract amount: _____	\$ 155,600.00

Approved by:

N/A	_____	_____
DSA Inspector of Record	Signature	Date
N/A	_____	_____
Architect / Engineer	Signature	Date
N/A	_____	_____
Construction/Project Manager	Signature	Date
N/A	_____	_____
CVUSD Construction Coordinator	Signature	Date
Alex Rivera		9-10-2019
CVUSD Project Manager	Signature	Date
Martin Silveira		9/11/19
Director, Maintenance, Operations & Construction	Signature	Date
Greg Stachura		9/11/19
Owner (Authorized Agent)	Signature	Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 3, 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 19-20-10I, SYCAMORE ACADEMY SITE PREPARATION**

=====

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 project listed below:

On July 18, 2019, the Board of Education awarded CUPCCAA Bid 19-20-10I, Sycamore Academy Site Preparation to Angelo Construction. All contracted work was completed on August 19, 2019. Contract summary is provided below.

CUPCCAA Bid	Project Description	Contractor	Total Contract	Change Order	Total	5% Retention Amount	Funding Source
19-20-10I	Sycamore Academy Site Preparation	Angelo Construction	\$159,107.00	\$3,900.00	\$163,007.00	\$8,150.35	25

Documentation indicating satisfactory completion and compliance with specifications and project requirements has been obtained from the following individuals: Cesar Portugal, Maintenance Supervisor; 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 Change Order and Notice of Completion for CUPCCAA Bid 19-20-10I, Sycamore Academy Site Preparation.

FISCAL IMPACT

\$3,900.00 to Tax A Fund 25.

NE:GJS:MS:pw



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

CHANGE ORDER

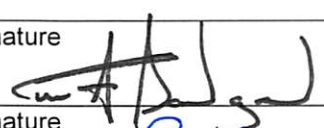


Date: 9-11-2019 BID /CUPCCAA #: 19-20-101 Change Order #: 1
 Project Title: Sycamore Academy Site Preparation
 Owner: Chino Valley Unified School District DSA Application #: N/A DSA File #: N/A
 Architect: _____ Contractor: Angelo Construction

The Contractor is hereby authorized to do the following:

- Item # 1** Additional Chain Link Fencing
 Requested By: Cesar Portugal Increase/Decrease amount: \$ 3,900.00
 Reason: Required for additional safety and security of the site.
- Item # 2** _____
 Requested By: _____ Increase/Decrease amount: _____
 Reason: _____
- Item # 3** _____
 Requested By: _____ Increase/Decrease amount: _____
 Reason: _____
- Item # 4** _____
 Requested By: _____ Increase/Decrease amount: _____
 Reason: _____

Original contract completion date:	<u>7/19/2019</u>	Original contract amount:	<u>\$ 159,107.00</u>
Increase/Decrease of days:	<u>0</u>	Increase/Decrease amount:	<u>\$ 3,900.00</u>
New contract completion date:	<u>8/19/2019</u>	New contract amount:	<u>\$ 163,007.00</u>

Approved by:

_____	Signature	_____	Date
DSA Inspector of Record			
_____	Signature	_____	Date
Architect / Engineer			
_____	Signature	_____	Date
Construction/Project Manager			
_____	Signature	_____	Date
CVUSD Construction Coordinator			
Cesar Portugal		_____	<u>9/11/19</u>
CVUSD Project Manager			Date
Martin Silveira		_____	<u>9/12/19</u>
Director, Maintenance, Operations & Construction			Date
<u>Greg Stachura</u>		_____	<u>9/12/19</u>
Owner (Authorized Agent)			Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: October 3, 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 19-20-18F, BRIGGS K-8 NEW SCIENCE BUILDING - REBID

=====

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 19-20-18F, Briggs K-8 New Science Building - Rebid was Published in the Inland Valley Daily Bulletin on August 27, 2019, and September 3, 2019. Bids were opened at 1:00 p.m. on September 25, 2019. The results are as follows:

Bid Package	# of Bids Received	Low Bidder	Bid Amount
BP #3 – Structural Steel/Misc. Steel/Metal Decking	3	KCB Towers, Inc.	\$707,950.00
BP #14 – Site Utilities	5	Valley Pipeline Services, Inc.	\$324,000.00
BP #18 – Electrical/Fire Alarm/Low Voltage	8	Rancho Pacific Electric Construction, Inc.	\$1,219,700.00

The basic scope of work for this project includes construction of one new single-story classroom building.

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

RECOMMENDATION

It is recommended the Board of Education award Bid19-20-18F, Briggs K-8 New Science Building - Rebid to the following contractors: BP #3 to KCB Towers, Inc.; BP #14 to Valley Pipeline Services, Inc.; and BP #18 to Rancho Pacific Electric Construction, Inc.

FISCAL IMPACT

\$2,251,650.00 to Building Fund 21.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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Humility • Civility • Service

DATE: October 3, 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 ORDERS FOR BID 18-19-08F, AYALA HS NEW SCIENCE LAB BUILDING

=====

BACKGROUND

On November 15, 2018, the Board of Education awarded Bid 18-19-08F, Ayala HS New Science Lab Building to the following contractors: Bid Package 01 Survey/Demo/Earthwork/Asphalt Paving to Lee & Stires, Inc.; Bid Package 02 Site/Structural Concrete to Bravo Concrete Construction Services Inc.; Bid Package 03 Masonry to Kretschmar & Smith, Inc.; Bid Package 04 Structural Steel/Misc. Steel to VSC, Inc. dba Vulcan Steel Company; Bid Package 05 Wood Framing to Tomahawk Builders, Inc.; Bid Package 06 Insulation/Drywall/Metal Stud Framing/Plaster to Sierra Lathing Co., Inc.; Bid Package 07 Sheet Waterproofing/Membrane Roofing to Danny Letner Inc., dba Letner Roofing Co.; Bid Package 08 Sheet Metal/Metal Panels to Risher Sutherland, Inc. dba United Contractors; Bid Package 09 Doors/Frames/Hardware to Construction Hardware; Bid Package 10 Glass/Glazing to E & R Glass Contractors, Inc.; Bid Package 11 Tile to Floored Tile & Stone, Inc.; Bid Package 12 Acoustical Panel Ceilings to Southcoast Acoustical Interiors, Inc.; Bid Package 14 Painting to Cramer Painting Inc.; Bid Package 15 Specialties to RVH Constructors, Inc.; Bid Package 16 Laboratory Casework/Finish Millwork to Stolo Cabinets, Inc.; Bid Package 17 Fire Protection to Kincaid Industries, Inc.; Bid Package 18 Plumbing/Site Utilities to Emyrean Plumbing; Bid Package 19 HVAC to Coutts Heating and Cooling, Inc.; Bid Package 20 Electrical/Fire Alarm/Low Voltage/Elevator to Southern California West Coast Electric, 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 orders have been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
2	Bid Package 16-Laboratory Casework/Finish Millwork-Stolo Cabinets, Inc.	(\$12,559.00)
	Previously Approved Change Order(s):	\$41,433.00
	Bid Amount:	\$1,045,664.00
	Revised Total Project Amount:	\$1,074,538.00

Change Order	Contractor	Amount
2	Bid Package 18-Plumbing/Site Utilities-Empyrean Plumbing	\$109,505.00
	Previously Approved Change Order(s):	(\$42,015.00)
	Bid Amount:	\$1,544,485.00
	Revised Total Project Amount:	\$1,611,975.00

The change orders result in a net increase of \$96,946.00 to the construction cost and no change in contract time. The revised total project cost, including all change orders, is \$13,531,034.13. Approval of the change orders allow 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.

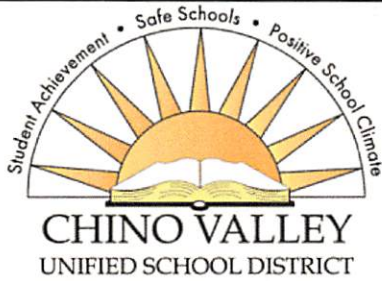
RECOMMENDATION

It is recommended the Board of Education approve the Change Orders for Bid 18-19-08F, Ayala HS New Science Lab Building.

FISCAL IMPACT

\$96,946.00 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. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 9/12/19 BID #: 18-19-08F CHANGE ORDER: 002

PROJECT: Ayala High School New Science / Lab Building

DSA APPLICATION #: 04-117359 DSA FILE #: _____

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: Stolo Cabinets (BP #16)

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:

ITEM NO. 1:	Description:	Revise Casework Layout and Countertop Heights
	Reason:	Instruction Bulletin 009 & 9R Added Sinks, increased base cabinets heights, and changed casework configurations
	Document Ref:	Change Order Request No. 004
	Requested by:	District
	Change in Contract Sum:	\$56,123.00 / ADD
	Time Extension:	0 Calendar days
ITEM NO. 2:	Description:	Eliminate for Sink, Sink Cabinet, and Epoxy Top at Prep Rooms 108 and 208
	Reason:	Instruction Bulletin 011 – Revise Sink to Floor Mounted Sink eliminating Casework and Epoxy Top at 2 Locations
	Document Ref:	Change Order Request No. 005
	Requested by:	District
	Change in Contract Sum:	<\$1,782.00> / DEDUCT
	Time Extension:	0 Calendar days
ITEM NO. 3:	Description:	Remove Acid Resistant Requirement and Provide regular Plastic Laminate Casework
	Reason:	Instruction Bulletin 016 – Revise Specification Section 064116-2.4 Item A.11

Document Ref: Change Order Request No. 006
 Requested by: District
 Change in Contract Sum: <\$66,900.00> / DEDUCT
 Time Extension: 0 Calendar days

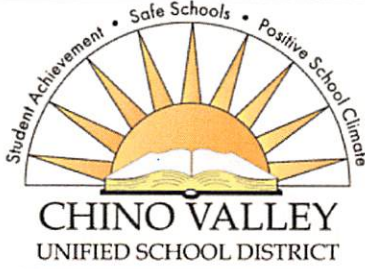
END OF CHANGE ORDER NO. 002 ITEMS

CONTRACT SUMMARY

The original contract amount was: \$1,045,664.00 ✓
 Previously approved change order amount(s): \$41,433.00 ✓
 The contract amount will be increased/decreased by this Change Order: <\$12,559.00> ✓
 The new contract amount including this change order will be: \$1,074,538.00 ✓
 The original contract completion date: 01/03/20
 The contract time will be increased/decreased by days: 0
 The date of completion as a result of this Change Order is: 01/03/20

APPROVED BY:

<p><i>Justin Stolo</i> SignNow e-signature ID: cbb444fdc9... 09/12/2019 18:28:24 UTC</p>	<p>Justin Stolo / VP</p>	<p>09/12/2019</p>
<p>Contractor (Stolo Cabinets) <i>JK</i> SignNow e-signature ID: 2f0f09d73b... 09/12/2019 18:05:05 UTC</p>	<p>Print Name / Title</p>	<p>Date</p>
<p>DSA Inspector of Record (Knowland Construction Services) <i>Ken Burr</i></p>	<p>Ken Burr / DSA Inspector</p>	<p>09/12/2019</p>
<p>Construction Manager (Balfour Beatty) <i>Mark Mercado</i></p>	<p>Mark Mercado / Project Manager</p>	<p>09/12/2019</p>
<p>CVUSD <i>James Costa</i> SignNow e-signature ID: de5b029dde... 09/12/2019 16:30:57 UTC</p>	<p>James Costa / Construction Coordinator, Maintenance, Operations & Construction</p>	<p>09/12/2019</p>
<p>Owner (authorized agent) <i>James DiCamillo</i> SignNow e-signature ID: 30697cadef... 09/12/2019 18:37:33 UTC</p>	<p>Gregory Stachura / Assistant Superintendent, Facilities, Planning & Operations Department</p>	<p>Date</p>
<p>Architect (WLC Architects)</p>	<p>Jim DiCamillo / President, Architect, AIA LEED AP</p>	<p>09/12/2019</p>



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division

5130 Riverside Drive

Chino, CA 91710

Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 9/11/19 BID #: 18-19-08F CHANGE ORDER: 002

PROJECT: Ayala High School New Science / Lab Building

DSA APPLICATION #: 04-117359 DSA FILE #: _____

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: Empyrean Plumbing (BP #18)

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:

- | | | |
|-------------|-------------------------|--|
| ITEM NO. 1: | Description: | Supply and Waste Plumbing Revisions |
| | Reason: | Instruction Bulletin 009 & 9R – Plumbing Revisions for Added Sinks |
| | Document Ref: | Change Order Request No. 07R1 and 008R1 |
| | Requested by: | District |
| | Change in Contract Sum: | \$102,668.00 / ADD |
| | Time Extension: | 0 Calendar days |
| ITEM NO. 2: | Description: | Plumbing Revisions for OFCI Distiller Equipment. Includes Cold Water and Waste line Revisions. |
| | Reason: | Instruction Bulletin 010 – Install Laundry Connection Box to serve OFCI Distiller Equipment |
| | Document Ref: | Change Order Request No. 010 |
| | Requested by: | District |
| | Change in Contract Sum: | \$1,157.00 / ADD |
| | Time Extension: | 0 Calendar days |
| ITEM NO. 3: | Description: | Plumbing Revisions in Rooms 102 and 208 Including Added Sinks, Supply and Waste Lines |
| | Reason: | Instruction Bulletin 011 – New S-6 Scullery Sinks in Rooms 102 and 208 |

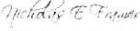

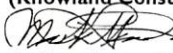
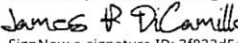
Document Ref: Change Order Request No. 011
 Requested by: District
 Change in Contract Sum: \$5,680.00 / ADD
 Time Extension: 0 Calendar days

END OF CHANGE ORDER NO. 002 ITEMS

CONTRACT SUMMARY

The original contract amount was: \$1,544,485.00 ✓
 Previously approved change order amount(s): <\$42,015.00> ✓
 The contract amount will be increased/decreased by this Change Order: \$109,505.00 ✓
 The new contract amount including this change order will be: \$1,611,975.00 ✓
 The original contract completion date: 01/03/20
 The contract time will be increased/decreased by days: 0
 The date of completion as a result of this Change Order is: 01/03/20

APPROVED BY:

 SignNow e-signature ID: 4b20deb7e5... 09/11/2019 23:19:52 UTC	Nicholas E. Farmer Project Manager	09/11/2019
Contractor (Empyean Plumbing)	Print Name / Title	Date
 SignNow e-signature ID: 4246078279... 09/12/2019 18:23:23 UTC	Ken Burr / DSA Inspector	09/12/2019
DSA Inspector of Record (Knowland Construction Services)	Print Name / Title	Date
 SignNow e-signature ID: 03b57bb785... 09/11/2019 22:57:01 UTC	Mark Mercado / Project Manager	09/11/2019
Construction Manager (Balfour Beatty)	Print Name / Title	Date
 SignNow e-signature ID: 7d9e5579e3... 09/11/2019 23:18:08 UTC	James Costa / Construction Coordinator, Maintenance, Operations & Construction	09/11/2019
CVUSD	Print Name / Title	Date
 SignNow e-signature ID: 3f832d5de8... 09/12/2019 18:36:42 UTC	Gregory Stachura / Assistant Superintendent, Facilities, Planning & Operations Department	
Owner (authorized agent)	Print Name / Title	Date
 SignNow e-signature ID: 3f832d5de8... 09/12/2019 18:36:42 UTC	Jim DiCamillo / President, Architect, AIA LEED AP	09/12/2019
Architect (WLC Architects)	Print Name / Title	Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 3, 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 18-19-13F, CAL AERO K-8 AND AYALA HS FENCING

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BACKGROUND

On December 13, 2018, the Board of Education awarded Bid 18-19-13F, Cal Aero K-8 and Ayala HS Fencing to FenceCorp, 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	FenceCorp, Inc.	\$14,471.00
	Bid Amount:	\$310,981.00
	Revised Total Project Amount:	\$325,452.00

The change order results in a net increase of \$14,471.00 to the construction cost and an increase of 180 days in contract time. The revised total project cost, including all change orders, is \$325,452.00. 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 18-19-13F, Cal Aero K-8 and Ayala HS Fencing.

FISCAL IMPACT

\$14,471.00 to Building Fund 21.

NE:GJS:MS:pw



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

Date: 4/25/2019 BID /CUPCAA #: 18-19-13F Change Order #: 1
 Project Title: Cal Aero Preserve Academy & Ayala HS Safety & Security - Fencing
 Owner: Chino Valley Unified School District DSA Application #: N/A DSA File #: N/A
 Architect: WLC Architects Contractor: FenceCorp

The Contractor is hereby authorized to do the following:

- Item # 1** Sawcut and demo of existing asphalt to prep and grade for new 16' x 7' concrete slab.
 Requested By: Chino Valley Unified School District Increase/Decrease amount: \$ 2,470.00
 Reason: Concrete pad foundation for tricycle enclosure area not called out in original scope of work.
- Item # 2** Extension of project completion date.
 Requested By: Steve Van Dien, Project Manager at FenceCorp Increase/Decrease amount: \$ 0.00
 Reason: Swing gate fabrication delayed in production, additional fencing requested.
- Item # 3** Installation of ADA walk-through gate with panic hardware adjacent to vehicle gates.
 Requested By: Chino Valley Unified School District Increase/Decrease amount: \$ 12,001.00
 Reason: To allow fluid movement of students during arrival/release time and activities.
- Item # 4** _____
 Requested By: _____ Increase/Decrease amount: _____
 Reason: _____

Original contract completion date:	<u>4/25/2019</u>	Original contract amount:	<u>\$ 310,981.00</u>
Increase/Decrease of days:	<u>180</u>	Increase/Decrease amount:	<u>\$ 14,471.00</u>
New contract completion date:	<u>10/23/2019</u>	New contract amount:	<u>\$ 325,452.00</u>

Approved by:

N/A

_____ DSA Inspector of Record	_____ Signature	_____ Date
_____ Architect / Engineer	_____ Signature	_____ Date
_____ Robert McPherson	_____ Signature	_____ Date
_____ Construction / V.P.	_____ Signature	_____ Date
_____ Samuel Sousa	_____ Signature	_____ Date
_____ CVUSD Construction Coordinator	_____ Signature	_____ Date
N/A		
_____ CVUSD Project Manager	_____ Signature	_____ Date
_____ Martin Silveira	_____ Signature	_____ Date
_____ Director, Maintenance, Operations & Construction	_____ Signature	_____ Date
_____ Greg Stachura	_____ Signature	_____ Date
_____ Owner (Authorized Agent)	_____ Signature	_____ Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 3, 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 AND NOTICE OF COMPLETION FOR BID 18-19-27F, BRIGGS K-8 NEW SCIENCE LAB BUILDING – INTERIM HOUSING (BID PACKAGE 03)

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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 03-Electrical and Low Voltage Systems-Daniels Electrical Construction Co., Inc.	(\$60,557.56)
	Bid Amount:	\$372,000.00
	Revised Total Project Amount:	\$311,442.44
	Retention Amount:	\$15,572.12

The change order results in a net decrease of \$60,557.56 to the construction cost and no change in contract time. The revised total project cost, including all change orders, is \$590,585.19. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on August 29, 2019.

Documentation indicating satisfactory completion and compliance with specifications and Division of the State Architect (DSA) requirements has been obtained from the following individuals: school site administrator; Mike Georgei, DSA Inspector; Jim DiCamillo, Architect/Engineer; James Costa, Project Coordinator; 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 Change Order and Notice of Completion for Bid 18-19-27F, Briggs K-8 New Science Lab Building – Interim Housing (Bid Package 03).

FISCAL IMPACT

(\$60,557.56) to Building Fund 21.

NE:GJS:MS:pw



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

Date: August 22, 2019 BID /CUPCAA #: 18-19-27F Change Order #: 01 (Page 1 of 2)
 Project Title: Briggs K-8 New Science Lab Building - Interim Housing
 Owner: Chino Valley Unified School District DSA Application #: 04-118043 DSA File #: 36-11
 Architect: WLC Architects, Inc. Contractor: Daniels Electrical Constr. Co., Inc. (Bid Package 03)

The Contractor is hereby authorized to do the following:

- Item # 1** Proposal Request 1 - Relocate 3 existing portables on site
 Requested By: Chino Valley USD Increase/Decrease amount: -\$ 23,733.90
 Reason: District decision to save money relocating 3 portables on site versus bringing in 3 leased portables.
- Item # 2** Proposal Request 2 - Delete motion detectors in Portables P4, P5, P6 and P7
 Requested By: Chino Valley USD Increase/Decrease amount: -\$ 4,413.00
 Reason: Deleted due to interim housing portables not being permanent classrooms.
- Item # 3** RFI #02 - Change to electrical materials on roof of existing buildings from portables
 Requested By: Value Engineering suggested by contractor Increase/Decrease amount: -\$ 14,200.00
 Reason: Save money by using exterior rated electrical cabling versus running standard cabling in conduit on roof.
- Item # 4** RFI #04 - Install chase nipples in metal divider in ceiling space for cabling between portables halves.
 Requested By: Contractor Increase/Decrease amount: \$ 1,789.34
 Reason: Metal divider at mod line supporting ceiling prevents cabling from being run between 2 halves of portables.

Original contract completion date: <u>August 8, 2019</u>	Original contract amount: <u>\$ 372,000.00</u>
Increase/Decrease of days: <u>0 days</u>	Increase/Decrease amount: <u>-\$ 60,557.56</u>
New contract completion date: <u>August 8, 2019</u>	New contract amount: <u>\$ 311,442.44</u>

Approved by:		
Mike Georgei		<u>8/29/19</u>
DSA Inspector of Record	Signature	Date
James P. Di Camillo		<u>9.4.19</u>
Architect / Engineer	Signature	Date
Michael De Vries		<u>8/28/19</u>
Construction/Project Manager	Signature	Date
James Costa		<u>8/28/19</u>
CVUSD Construction Coordinator	Signature	Date
Tom Ispas		<u>8-28-19</u>
Contractor	Signature	Date
Martin Silveira		<u>9/12/2019</u>
Director, Maintenance, Operations & Construction	Signature	Date
Greg Stachura		<u>9/12/19</u>
Owner (Authorized Agent)	Signature	Date



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

Date: August 22, 2019 BID /CUPCAA #: 18-19-27F Change Order #: 01 (Page 2 of 2)
 Project Title: Briggs K-8 New Science Lab Building - Interim Housing
 Owner: Chino Valley Unified School District DSA Application #: 04-118043 DSA File #: 36-11
 Architect: WLC Architects, Inc. Contractor: Daniels Electrical Constr. Co., Inc. (Bid Package 03)

The Contractor is hereby authorized to do the following:

~~Item # 1~~ **Item #5** Item #5 continued from previous page - Credit for unused Allowance Amount
 Requested By: N/A Increase/Decrease amount: -\$ 20,000.00
 Reason: \$20,000 Allowance for unforeseen changes was not needed.

~~Item # 2~~
 Requested By: _____ Increase/Decrease amount: _____
 Reason: _____

~~Item # 3~~ ****This change order has 5 items (2 pages) totaling \$60,557.56.****
 Requested By: _____ Increase/Decrease amount: _____
 Reason: _____

~~Item # 4~~
 Requested By: _____ Increase/Decrease amount: _____
 Reason: _____

Original contract completion date:	<u>August 8, 2019</u>	Original contract amount:	<u>\$ 372,000.00</u>
Increase/Decrease of days:	<u>0 days</u>	Increase/Decrease amount:	<u>-\$ 60,557.56</u>
New contract completion date:	<u>August 8, 2019</u>	New contract amount:	<u>\$ 311,442.44</u>

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 3, 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 BID 18-19-27F, BRIGGS K-8 NEW SCIENCE LAB BUILDING – INTERIM HOUSING (BID PACKAGE 02)

=====

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. All contracted work was completed on August 29, 2019. Contract summary is provided below.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
\$105,000.00	\$8,653.69	\$113,653.69	\$5,682.68

Documentation indicating satisfactory completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: school site administrator; Mike Georgei, DSA Inspector; Jim DiCamillo, Architect/Engineer; James Costa, Construction Coordinator; 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 18-19-27F, Briggs K-8 New Science Lab Building – Interim Housing (Bid Package 02).

FISCAL IMPACT

None.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 3, 2019
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
SUBJECT: AMENDED 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

On July 18, 2019, the Board of Education approved a license agreement between the District and Spectrum Center, Inc. for the 2019/2020 school year. The license granted the exclusive use of facilities for the purpose of operating a California certified private non-public school program at the Alternative Education Center (AEC) in rooms 14, 15, 16, 17, 18, and 32. At the time of approval, Spectrum had requested additional classroom space if and when it became available.

Dr. Preston Carr, Director of Alternative Education, has reviewed the use of the classrooms at the AEC and has determined that room 33, which has been used by the Hope Center, can be made available to Spectrum, with the relocation of the Hope Center to room 11 on the AEC campus.

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

RECOMMENDATION

It is recommended the Board of Education approve the amended 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

AMENDED 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 October, 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, 32, **AND 33** (“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. Grant of License and Use of Shared and Exclusive Use Facilities.

(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, 32, **AND 33** ("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. License Fee

(a) **License Fee.** LICENSEE shall pay a fee of **SIX THOUSAND EIGHT HUNDRED SIXTY DOLLARS AND TEN CENTS (\$6,860.10)** per month, for **SEVEN (7)** 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 **\$6,860.10** 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) **Additional Classrooms.** 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 **OCTOBER 1, 2019** and unless sooner terminated under any provision hereof, this License shall end on June 30, 2020.

Section 4. Conditions of Licensee's Use

(a) **Civic Center Act.** 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) **Non-Interference with LICENSOR Activities.** 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) **Rules of Conduct.** 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) **Supervision and Safety.** 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) **Security; Locks – Keying and Access Authorization.** 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) **Utilities.** 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) **Access/Scheduling.** 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) **Schedule of Use for Shared Use Facilities.** 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) **Conditions for Shared Use Facilities**. 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. **Upper Playground**. 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.
2. **Athletic Fields**. 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.
3. **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. **Sixty-Nine (69) Parking Spaces in Front Parking Lot**. 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. **Restrooms in Buildings A, C, and G**. 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. **Covered Drop-off/Pick-up**. 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. **Common Hallways**. 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) **Conditions for Exclusive Use Facilities**. LICENSEE shall be responsible for ensuring that all Exclusive Use Facilities (Classrooms 14, 15, 16, 17, 18, 32 AND 33 remain in good condition, clean, and in working order during LICENSEE's use.

(k) **School Hours; Holiday/Break Schedule**. 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 within seven (7) business days to LICENSOR.

(l) **Meetings**. 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) **Entrance to Facilities**. 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) **Emergency Procedures/Drills**. 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) **Student Discipline**. 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) **Maintenance of Facilities**. 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) **Clean-up of Facilities**. 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) **Alterations, Additions, and Improvements**. 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.

(s) **Assumption of Risk.** LICENSEE acknowledges and agrees that by 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) **Access.** 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) **Program Costs/Supplies/Equipment.** 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) **Signs.** 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) **No LICENSOR Affiliation/Endorsement.** 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) **Public Liability and Property Insurance.** 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) **Automobile Liability.** 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) **Workers' Compensation.** 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) **Notice: Additional Named Insured.** 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) **Insurance Endorsements.** 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) **Expiration/Cancellation of Insurance Policies.** 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) **Coverage.** 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) **Additional Coverage**. 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) **Waiver of Subrogation**. 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

(a) **LICENSEE's Indemnification of LICENSOR**. With the exception of 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. Damage/Destruction

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. Notice

(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: Chris Holmes
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. Compliance with All Laws

(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. Revocation/Termination

(a) **Revocation**. During the Term, this Agreement shall be revocable by LICENSOR at any time upon thirty (30) 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) **Termination**. 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) **Effect of Termination**. 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) **Reversion**. 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 Kevin Mitchell, its Executive Vice President & CFO or his designee.

Section 13. Assignment

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) **Waiver**. The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant,

condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

(b) **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

(c) **Counterparts**. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

(d) **Captions**. 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) **Severability**. Should any provision of this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

(f) **Nondiscrimination**. 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) **Incorporation of Recitals and Exhibits**. The Recitals and Exhibits A, B, C, and D are attached hereto and incorporated herein by reference.

(h) **Scanned/Electronic Signatures**. This Agreement may be executed and electronically transmitted to any other party by PDF, which PDF shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

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

Each person below warrants and guarantees that she/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement. This Agreement may be signed in 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 **AMENDED** License Agreement on _____, 2019.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

By _____
Gregory J. Stachura Date
Assistant Superintendent

SPECTRUM CENTER, INC.
c/o ~~Educational Services of America~~ Chancelight, Inc.
By Allison O'Neill 9/17/19
Allison O'Neill Date
President & Chief Operating Officer

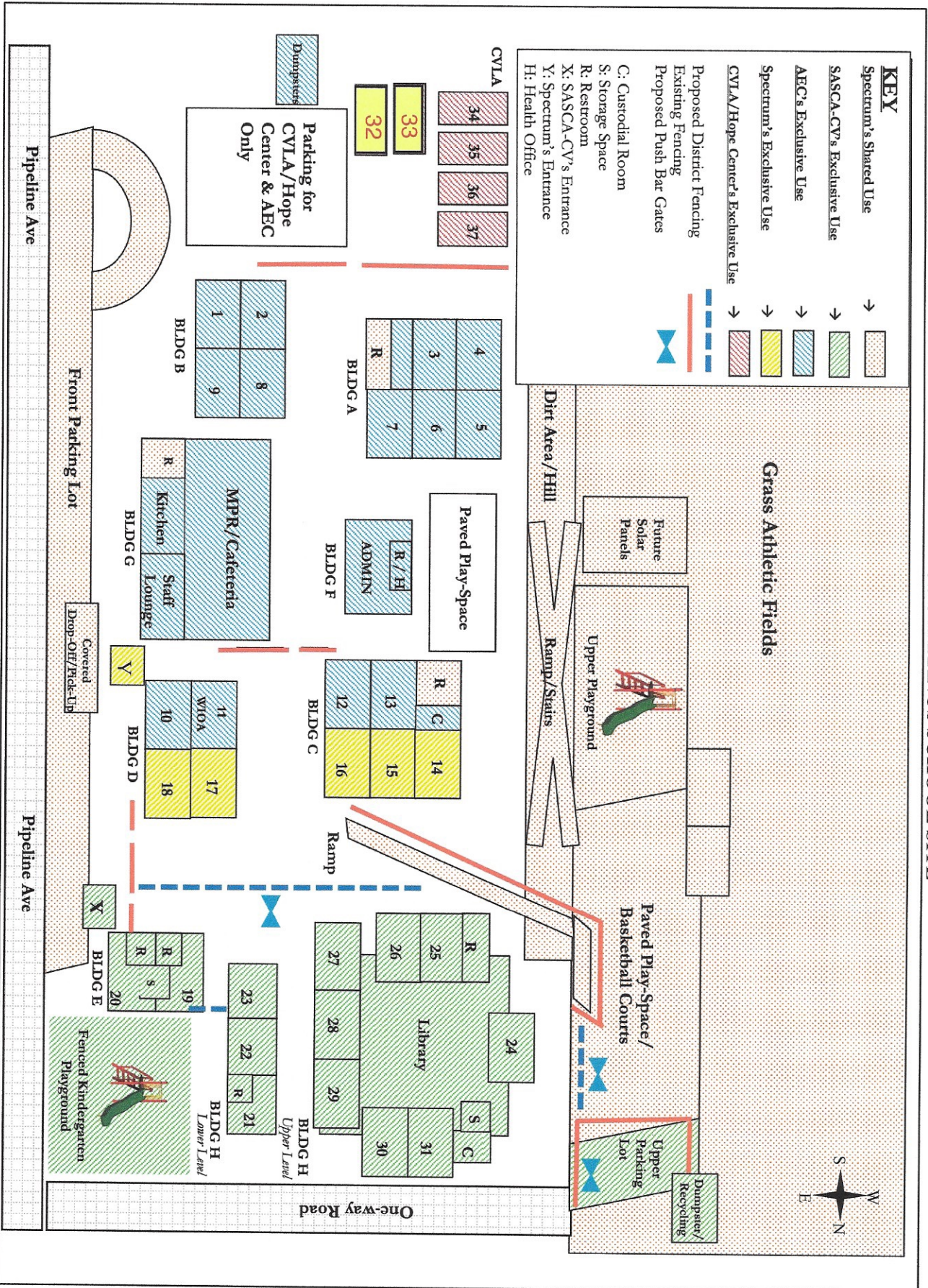
DESCRIPTION OF PROPERTY

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
Chino Hills, CA 91709

SITE PLAN - LOS SERRANOS SCHOOL SITE

EXHIBIT B



**SPECTRUM CENTER INFORMATION
FOR LICENSE AGREEMENT**

I. SPECTRUM CENTER CONTACT INFORMATION

Executive Director/CEO - SVP Operations

Name: Chris Holmes

Cell Phone: 925-286-2567

Office Phone: 510-741-2728

E-mail: cholmes@spectrumschools.com

On-Site Principal or Administrator Next in Charge RVP Operations

Name: Melissa Elvidge

Cell Phone: 714-473-1142

Office Phone: same

E-mail: melvidge@spectrumschools.com

On-Site Assistant Principal or Administrator Next in Charge - Program Director

Name: Danielle Frey

Cell Phone: 909-680-2808

Office Phone: _____

E-mail: dfrey@spectrumschools.com

II. SPECTRUM CENTER SCHOOL HOURS

Start of school: 8:25 am

End of school: 2:17 pm

III. SPECTRUM CENTER HOLIDAYS/BREAKS

List of Holidays/Breaks: Same as CVUSD Calendar

**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 Spaces in the Front Parking Lot	Spectrum Use as needed
Common Hallways	Spectrum Use as needed
Covered Drop-off and Pick-up Area	<p align="center"><u>DROP-OFF</u> Spectrum 8:00 AM – 8:25 AM</p> <p align="center">SASCA-CV 7:30 AM – 8:30 AM</p> <p align="center"><u>PICK-UP</u> Spectrum 2:15 PM – 2:35 PM</p> <p align="center">SASCA-CV Grades TK/K 1:00 PM – 1:25 PM</p> <p align="center">SASCA-CV Grades 1 – 5 2:45 PM – 3:15 PM</p> <p align="center">SASCA-CV Fridays 12:00 PM – 12:45 PM</p>

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

DATE: October 3, 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

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BACKGROUND

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

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

RECOMMENDATION

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

FISCAL IMPACT

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

NE:RR:FA:IB:mcm

CERTIFICATED PERSONNEL

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

MONJE, Karen	Elementary Teacher	Cortez ES	10/04/2019
CORMACK, Leyla	Elementary Teacher	Glenmeade ES	10/04/2019

APPOINTMENT - EXTRA DUTY

BUNSELMEIER, James	8th Grade Boys Basketball (GF)	Cal Aero K-8	10/04/2019
CORDERO, Brian	Track (GF)	Cal Aero K-8	10/04/2019
FELLOWS, Jeremiah	Track (GF)	Cal Aero K-8	10/04/2019
GRAHAM, Stephanette	8th Grade Girls Basketball (GF)	Cal Aero K-8	10/04/2019
THOMAS, Janet	8th Grade Girls Basketball (GF)	Cal Aero K-8	10/04/2019
ANYANWU, Onyema	8th Grade Boys Basketball (GF)	Canyon Hills JHS	10/04/2019
BOOTH, William	7th Grade Boys Basketball (GF)	Canyon Hills JHS	10/04/2019
BROMLEY, Maureen	8th Grade Girls Basketball (GF)	Canyon Hills JHS	10/04/2019
WALKER, Carrie	7th Grade Girls Basketball (GF)	Canyon Hills JHS	10/04/2019
SALMON, Darin	Football (GF)	Magnolia JHS	10/04/2019
SALMON, Darin	Soccer (GF)	Magnolia JHS	10/04/2019
SALMON, Darin	Volleyball (GF)	Magnolia JHS	10/04/2019
SALMON, Darin	Co-Ed Softball (GF)	Magnolia JHS	10/04/2019
LEATHERWOOD, Joe	8th Grade Boys Basketball (GF)	Ramona JHS	10/04/2019
ROGERS, Victor	Volleyball (GF)	Ramona JHS	10/04/2019
COTE, Thomas (NBM)	Wrestling (GF)	Townsend JHS	10/04/2019
FREDERICKS, Kathryn	Volleyball (GF)	Townsend JHS	10/04/2019
LONGYEAR, David	Volleyball (GF)	Townsend JHS	10/04/2019
SANDINO, Stephanie	Track (GF)	Townsend JHS	10/04/2019
SULLIVAN, Michael (NBM)	Band (B)	Ayala HS	10/04/2019
LIBBY, Gary	Baseball (GF)	Chino HS	10/04/2019
AH SUE, Benjamin (NBM)	Band (B)	Chino Hills HS	10/04/2019
CHIOTTI, Michelle	Cross Country (B)	Chino Hills HS	10/04/2019
JACOBY, Adam	Volleyball (B)	Chino Hills HS	10/04/2019
JACOBY, Adam	Girls Basketball (B)	Chino Hills HS	10/04/2019
JACOBY, Adam	Baseball (B)	Chino Hills HS	10/04/2019
MAIDMENT, Ryan (NBM)	Band (B)	Chino Hills HS	10/04/2019
ORTEGA, Thalia (NBM)	Band (B)	Chino Hills HS	10/04/2019

TOTAL:			\$33,029.00
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CLASSIFIED PERSONNEL

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

APPOINTMENT

PEREZ, Colleen	IA/Childhood Ed (CDF)	Dickey SOAR	10/04/2019
BELLE, Claudiane	IA/Childhood Education (CDF)	Rhodes FC	10/04/2019
KLUCK, Kathleen	IA/Special Education (SELPA/GF)	Wickman ES	10/04/2019
OGILVIE, Crystal	Playground Supervisor (GF)	Briggs K-8	10/04/2019
ANCHONDO, Arturo	Interpreter-Deaf/Hard of Hearing (GF)	Don Lugo HS	10/04/2019

PROMOTION

LIN, Roberta	FROM: Bilingual Typist Clerk I (GF) 3.5 hrs./200 work days TO: Typist Clerk II (GF) 8 hrs./201 work days	Country Springs ES Country Springs ES	10/04/2019
DIAZ, Albert	FROM: Custodian II (GF) 8 hrs./261 contract days TO: Custodian Specialist (GF) 8 hrs./261 contract days	Ayala HS Ayala HS	10/04/2019

CHANGE OF ASSIGNMENT

ERNANDES, Lynn	FROM: IA/Special Ed (SELPA/GF) 5 hrs./181 work days TO: IA/Special Education/SH (SELPA/GF) 6 hrs./181 work days	Liberty ES Cal Aero K-8	10/04/2019
MEDRANO, Jasmine	FROM: IA/Childhood Ed. (CDF) 3.6 hrs./180 work days TO: IA/Special Education (SELPA/GF) 3.5 hrs./181 work days	Rolling Ridge FC Magnolia JHS	10/04/2019
GARCIA, Deborah	FROM: Playground Supervisor (GF) 1.75 hrs./180 work days TO: Playground Supervisor (GF) 2.1 hrs./180 work days	Briggs K-8 Briggs K-8	10/04/2019

CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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ADDITIONAL ASSIGNMENT

RAMOS, Francisca	School Community Liaison (C)	Glenmeade ES	10/04/2019
BENAVIDEZ, Luz	Playground Supervisor (GF)	Cal Aero K-8	10/04/2019
CARNES, Dawn	Playground Supervisor (GF)	Cal Aero K-8	10/04/2019
KUDER, Mallory	Playground Supervisor (GF)	Cal Aero K-8	10/04/2019
ZALKE, Patricia	Playground Supervisor (GF)	Cal Aero K-8	10/04/2019

INCREASE HOURS

CORONA, Eddie	FROM: Custodian I (GF) 3.75 hrs./180 work days	Child Development	10/07/2019
	TO: Custodian I (GF) 4.75 hrs./180 work days	Child Development	

PERSONAL LEAVE OF ABSENCE

JERRETT, Barbara	Secondary Library/Media Center Assistant (GF)	Briggs K-8	08/12/2019 through 01/01/2020
DUNN, Clara	IA/Special Education (SELPA/GF)	Don Lugo HS	09/26/2019 through 10/10/2019

RELEASE OF PROBATIONARY EMPLOYEE WITHOUT PREJUDICE

Employee 27319			09/13/2019
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RESIGNATION

THURLO, David	Security Person (GF)	Chino HS	10/09/2019
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RETIREMENT

CHAVEZ, Terese (26 Years of Service)	School Secretary I (GF)	Litel ES	12/30/2019
TORRES, Donna (26 Years of Service)	Nutrition Services Assistant II (NS)	Ayala HS	12/31/2019
ARROYO, Freddie (33 Years of Service)	Custodian II (GF)	Adult School	04/01/2020

CLASSIFIED PERSONNEL (cont.)

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

BAKER, Susan Elizabeth	BANDA MONTES, Tania	BEAVER, Meghan
LANDAZURI, Brianna	LANTER, Suzanne Laraine	MARIN, Susana
SAUCEDO Jr., Robert	SHEBBY, Crystal	SOTELO, Mike
TINOCO, David	TOPETE, Natalie	VASQUEZ, Trinidad

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 3, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Richard Rideout, Assistant Superintendent, Human Resources
Frank Arce, Director, Human Resources
Isabel Brenes, Director, Human Resources

SUBJECT: STUDENT TEACHING AGREEMENT WITH THE UNIVERSITY OF SOUTHERN CALIFORNIA

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BACKGROUND

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

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

RECOMMENDATION

It is recommended the Board of Education approve the student teaching agreement with the University of Southern California.

FISCAL IMPACT

None.

NE:RR:FA:IB:mcm

USC SCHOOL/SCHOOL DISTRICT PLACEMENT AGREEMENT

This School / School District Placement Agreement (“Agreement”) is made this 4th day of October, 2019, by and between Chino Valley Unified School District, with an address located at 5130 Riverside Drive, Chino, CA 91710 (“School” or “District”), and the University of Southern California, a California nonprofit educational institution, with an address of Waite Phillips Hall, 3551 Trousdale Parkway, ADM 352, Los Angeles, CA 90089 (“USC”). USC and School/District may be referred to collectively as the “parties” and individually as a “party.”

WHEREAS, USC offers graduate degree programs to its students (“Candidates”) in classroom and in online learning environments; and

WHEREAS, with respect to the online learning environment, USC Rossier offers graduate degree programs with an online learning component and field placement experiences (“Programs”), including, among others, Programs in the fields of teaching and school counseling.

NOW THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1. Placements. The School/District agrees to host one or more Candidates in accordance with the terms of this Agreement and as further set forth in either: (a) the Teaching Candidate Addendum with respect to teaching Candidates; (b) the School Counseling Candidate Addendum with respect to School Counseling Candidates. Each aforementioned Addendum (collectively, the “Addenda”) is incorporated into and made a part of this Agreement.

2. Placement Opportunities.

(a) USC will request placements for its Candidates for one or more of the Programs detailed in the Addenda. Each request shall identify the particular Candidate (or, for groups of Candidates, a composite description of relevant background, assignment request, assignment objectives and suggested activities as appropriate to requested assignments for the Candidate group). USC shall comply with any School/District policy applicable to such placement requests and provided by the School/District to USC.

(b) The School/District agrees to use good-faith efforts to place Candidates proposed by USC within the School/District. The School/District shall have the sole discretion with respect to all Candidate assignments hereunder, provided that the School/District shall involve USC throughout the decision-making process. The School/District shall not in any way be obligated to accept assignments of Candidates beyond the capabilities of the School/District, as determined by the School/District in its sole discretion. The School/District shall have the right to terminate its relationship with any Candidate for violation of the School’s/District’s regulations or for other reasonable cause in accordance with the School’s/District’s standard policies or practice.

3. Compliance with Law.

(a) *Background Investigations.* (i) USC shall ensure each Candidate being hosted by the School/District has completed a background check and receive appropriate clearance(s) in accordance with applicable state and local law prior to commencing any assignment at the School/District (e.g., a State-issued Certificate of Clearance in the case of a teacher placement in California and evidence of a clear TB test within 3 years).

4. No Employment Relationship of Candidates.

(a) Candidates are students, and not employees of USC or the School/District. As such, they are not covered by USC's or the School's/District's workers' compensation policies.

(b) Candidates are neither entitled to, nor shall receive, any compensation or other employee-related benefit (without limitation) from USC or the School/District. Candidates shall not displace any School/District employee.

(c) The School/District shall provide in writing any requirements for Candidates to obtain and maintain personal liability insurance coverage, which requirements may vary based on the applicable Program. USC shall communicate to Candidates any such School/District coverage requirements, provide reasonable assistance to Candidates in obtaining such coverage, and facilitate each Candidate's submission of appropriate documentation thereof directly to the School/District (which the School/District agrees to accept).

5. Information, Hiring & Confidentiality.

(a) The School/District may hire any Candidate(s) upon program completion, but is under no obligation to do so.

(b) USC shall not request the School/District to provide any health or other records of any student of the School/District covered by the Family Educational Rights and Privacy Act ("FERPA"); nor shall USC request any Candidate to share any protected School/District data (whether about School/District students or personnel) with USC.

(c) To the extent that any party to this Agreement discloses any confidential information to any other party hereto in connection with the relationships contemplated hereunder, the parties agree during the term of this Agreement (and all renewals thereof) and for a period of two (2) years thereafter to use reasonable efforts to protect, maintain as confidential, and not disclose, any such confidential information of any other party.

6. Compliance with the Law. The parties hereto shall comply with all applicable federal, state and local laws, rules, statutes, acts, regulations, code and similar legal requirements, including but not limited to FERPA.

7. Non-Discrimination. Each party represents that it is an equal opportunity employer. Each party certifies that it does not, and shall not, discriminate against its employees, students, Candidates or applicants on any unlawful basis. Each party certifies that it is, and shall remain, in compliance with all laws, regulations, executive orders or other legal prohibitions against discrimination.

8. Indemnification.

(a) *Indemnification by School/District.* The School/District shall indemnify, defend and hold harmless USC, its employees, agents and representatives, from all claims, actions, awards or judgments for damages, including costs, expenses and attorneys' fees, where liability is found to exist by reason of the acts or omissions of the School/District, its employees, agents or representatives.

(b) *Indemnification by USC.* USC shall indemnify, defend and hold harmless the School/District, its employees, agents and representatives, from all claims, actions, awards or judgments for damages, including costs, expenses and attorneys' fees, where liability is found to exist by reason of the acts or omissions of USC, its employees, agents or representatives.

MINIMUM INSURANCE REQUIREMENTS

University will maintain in full force and effect, at its sole expense, the following minimum insurance coverage with a 30-day written notice of intent to cancel, non-renew, or material change in coverage:

- **General Liability:**
 - Commercial General Liability in the amount of \$1,000,000 per occurrence and \$1,000,000 general aggregate for bodily injury, personal an advertising injury, and property damage.
- **Professional Liability:**

- \$1,000,000 Errors and Omission Insurance or Professional Liability.
- **Worker’s Compensation/Employer’s Liability:**
 - Employer’s Liability, \$1,000,000
 - Certificate of Insurance indicating “statutory” limits.
- **Sexual Abuse/Molestation**
 - \$3,000,000 Sexual Abuse Injury
- University’s insurance to be primary and no-contributory. ● Chino Valley Unified School District to be named as “Additional Insured.”

Upon Request, the University shall provide a certificate of insurance evidencing such coverage.

9. Governing Law. The interpretation, application, and enforcement of this Agreement shall be governed by the laws of the State of California without reference to choice of law principles. Any claim, suit, or cause of action involving the interpretation, application, or enforcement of this Agreement shall be commenced in the appropriate state or federal courts in the State of California.

10. Term, Termination and Renewal. The Term of this Agreement shall begin as of the later of the Effective Date or the date of the School's/District's signature set forth below (“Term Commencement Date”) and continue through June 30th of the calendar year following the fifth anniversary of the Term Commencement Date. Any party may terminate this Agreement with or without cause upon written notice to the other parties, provided that any such termination shall only be effective after the end of the school year during which the written notice of termination is issued. For the avoidance of doubt, other than where the School/District removes a Candidate pursuant to Section 2(b) above, the School/District shall permit current Candidates to complete the current school year at the time of any such termination.

11. Notices. Any notice to be given hereunder by any party to this Agreement shall be in writing and will be deemed given on the date received as evidenced by confirmation of receipt, except if such confirmation is later than 3:00 p.m. (School/District local time), addressed as follows (provided that, upon written notice in accordance herewith, any party may update its notice recipients at any time during the term of this Agreement):

(a) *If to the School/District:* Chino Valley Unified School District, 5130 Riverside Drive, Chino, California, 91710

(b) *If to USC:* University of Southern California, Rossier School of Education, Waite Phillips Hall, 3470 Trousdale Parkway, WPH-504G, Los Angeles, CA 90089; attention: Dr. Kathy Stowe, Associate Dean of Academic Programs; Facsimile No. (213) 740-5799.

12. Limitation of Liability. Except as such damages may be sought or assessed in respect to third party actions covered by the indemnification provisions herein, no party shall be liable to the other for consequential, incidental, indirect, exemplary, punitive or special damages of any nature or character (including loss of profits, data, business or goodwill or any indirect economic damages whatsoever), from causes of action of any kind, including contract, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, or otherwise, even if the party at fault or in breach has been advised or had reason to know in advance of the possibility of incurring such damages.

13. Severability. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction over the parties to this Agreement, such provision will be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law; and the remaining terms, provisions, covenants, and restrictions of this Agreement will remain in full force and effect.

14. Entire Agreement/No Modification/Counterparts/Execution/Binding Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and fully supersedes and replaces any and all prior or contemporaneous understandings or agreements, written or oral, between the parties hereto or any of their respective affiliates regarding such subject matter. Any waiver, change in, amendment, addition, supplement or other modification of any provision of this Agreement will be valid and effective only if in writing and signed and dated by all parties hereto subsequent to the execution of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, bear the signatures of all of the parties reflected hereon as the signatories. A faxed, PDF or electronic signature shall have the same legally binding effect as an original signature. This Agreement will be binding upon the parties and their successors, affiliates, subsidiaries, assigns, officers, directors, employees, and agents. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

15. Arbitration. All controversies, claims and disputes arising in connection with this Agreement shall be settled by mutual consultation between the parties in good faith as promptly as possible, but failing an amicable settlement shall be settled finally by arbitration in accordance with the provisions of this paragraph. Such arbitration shall be conducted in Los Angeles, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”). The parties hereto hereby agree that the arbitration procedure provided for herein shall be the sole and exclusive method of resolving any and all of the aforesaid controversies, claims and disputes. The costs and expenses of the arbitration, including without limitation attorneys’ fees, shall be borne by the parties in the manner determined by the arbitrator. Legal action for (i) entry of judgment upon any arbitration award or (ii) adjudication of any controversy, claim or dispute arising from a breach or alleged breach of this paragraph may be heard and tried only in the courts of the State of California for the County of Los Angeles or the Federal District Court for the Central California for the County of Los Angeles or the Federal District Court for the Central District of California. Each of the parties hereto hereby irrevocably and unconditionally waives any right(s) to trial by jury in any action or proceeding arising under this Section 15 and each party further waives any defense of lack of in personam jurisdiction of said courts. Each party agrees that service of process in such action may be made upon each of them by mailing it certified or registered mail to the other party at the address provided for in this Agreement. Both parties agree that the prevailing party shall be entitled to recover from the non-prevailing party reasonable expenses, including without limitation, attorneys’ fees.

16. No Agency; No Assignment. Both parties acknowledge that they are independent contractors, and nothing contained herein shall be deemed to create an agency, joint venture, franchise, or partnership relation between the parties. Neither party hereto shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights under this Agreement without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

INTENDING TO BE LEGALLY BOUND HEREBY, the parties affix their respective hands below:

Chino Valley Unified School District	UNIVERSITY OF SOUTHERN CALIFORNIA, ON BEHALF OF THE USC ROSSIER SCHOOL OF EDUCATION
Print Name: _____	Print Name: _____

Signature: _____	Signature: _____
Dated: _____	Dated: _____

TEACHING CANDIDATE ADDENDUM TO THE ROSSIER PLACEMENT AGREEMENT

This Teaching Candidate Addendum to the School/School District Placement Agreement (“Addendum”) is incorporated into and made a part of that certain School / School District Placement Agreement (the “Agreement”) executed concurrently with this Addendum (or subsequently on the date indicated below), and is effective as of “Term Commencement Date”, as defined in the Agreement. Capitalized terms not otherwise defined in this Addendum shall have the meaning ascribed to them in the Agreement.

1. Controlling Terms. The terms of this Addendum modify and supplement the Agreement. Whenever any inconsistency or conflict exists between the Agreement and this Addendum, the terms of this Addendum control and supersede the Agreement. In all other respects, the terms of the Agreement are ratified and confirmed.

2. Placement Opportunities. USC shall identify prospective Candidates to the School/District for potential placement within the School/District, including assignment to a teacher of record, in the following categories: (i) “Observation Students” (*e.g.*, recess observation, lunchtime interactions, interactions with parents/teachers, etc.); (ii) “Research Students” (*e.g.*, case study, classroom observation with student interaction, lesson delivery as part of fieldwork, etc.); and (iii) “Student Teachers” (*i.e.*, “Guided Practice”, with “Guiding Teachers”, as defined in Section 3 below). USC shall supply the Candidate’s name, relevant program and background clearance information and type of assignment appropriately matching the prospect’s needs. Notwithstanding the foregoing, the School/District shall at all times have discretion over the maximum number of Candidates it shall accept as Observation Students, Research Students and Student Teachers, the length of assignments, and the distribution of assignments.

3. Guiding Teachers.

(a) The School/District shall make recommendations to USC regarding teachers whom it believes are appropriate to serve as Guiding Teachers (defined below). Through the School’s/District’s recommendations, USC’s observations and Student Teacher reference, USC shall identify teachers working within the School/District to supervise and prepare Student Teachers during their student teaching experiences (“Guiding Teacher”).

(b) Both the School/District and USC shall approve the participation of any teacher as a Guiding Teacher, provided that the School/District shall use its best efforts to approve a sufficient quantity of Guiding Teachers necessary to oversee the agreed-upon number of Student Teachers placed within the School/District at any time.

(c) Should any Guiding Teacher become unable to perform or fulfill his or her duties hereunder, the School/District shall assign an alternative Guiding Teacher to the Student Teacher (excluding a substitute teacher that replaces the original Guiding Teacher within the School/District).

4. Credential Seeking Candidates. Any credential seeking USC Student Teacher Candidate shall be required to sit for and pass applicable, state- and subject-specific exams (*e.g.*, CSET, CBEST, etc.) prior to the commencement of his or her assignment as a Student Teacher.

5. Honorarium.

(a) Upon each Student Teacher’s completion of his or her guided learning assignment, USC shall pay, or direct a designated third party to pay, an honorarium of \$500.00 directly the School/District.

(b) USC shall comply with any School/District policy requiring that the School/District, and not third parties, make Guiding Teacher payments to Guiding Teachers. In such event, the School/District may require USC to make Guiding Teacher payments to the School/District for distribution by the School/District to Guiding Teachers, provided that the School/District shall first invoice USC for any such payment(s). For the avoidance of doubt, in the

event that USC makes Guiding Teacher payments to the School/District in accordance with this Section 5(b), Section 5(a) above shall be deemed stricken from the Agreement with respect thereto.

(c) Should any Guiding Teacher fail to complete his or her assignment hereunder (either due to such teacher's own circumstances or due to USC's removal of the teacher as a Guiding Teacher), USC shall pay the corresponding honorarium on a pro rata basis.

(d) USC shall comply with any written School/District policy or procedure contrary to this Section 5, provided that the School/District shall provide any copy/copies thereof upon execution of the Agreement or subsequent adoption thereof.

6. Use of Video. USC utilizes video recording throughout its programs, including as an essential element of its instruction methodology. (By way of example only, the State of California requires USC to administer a Teaching Performance Assessment (“TPA”) of its students as part of USC’s teacher preparation program, with a component of that TPA being video that USC must obtain from each Student Teacher and maintain on file with the California Commission on Teacher Credentialing.) As such, any Student Teacher may make video recordings as part of his or her program studies throughout his or her assignment at the School/District. USC shall require Student Teachers to be responsible for obtaining appropriate and signed video release/authorization forms (which USC shall provide to Student Teacher) on behalf of recorded individuals, as appropriate, including obtaining parent/guardian signatures on behalf of recorded individuals who are minors (*i.e.*, under the age of legal competence). The School/District may provide reasonable assistance to Student Teachers in obtaining signatures on such forms.

INTENDING TO BE LEGALLY BOUND HEREBY, the parties affix their respective hands below:

Chino Valley Unified School District	UNIVERSITY OF SOUTHERN CALIFORNIA, ON BEHALF OF THE ROSSIER SCHOOL OF EDUCATION
Print Name: _____	Print Name: _____
Signature: _____	Signature: _____
Dated: _____	Dated: _____

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 3, 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: INTERNSHIP AGREEMENT WITH CALIFORNIA STATE UNIVERSITY, FULLERTON

=====

BACKGROUND

Interns provide a high quality of learning, support, and practical classroom experience for professionals in training. The Chino Valley Unified School District has an opportunity to establish an internship agreement with California State University, Fullerton.

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

RECOMMENDATION

It is recommended the Board of Education approve the internship agreement with California State University, Fullerton.

FISCAL IMPACT

None.

NE:RR:FA:IB:mcm

CALIFORNIA STATE UNIVERSITY, FULLERTON
Teaching Internship Agreement

THIS AGREEMENT is entered into by and between the State of California acting through the Trustees of the California State University on behalf of California State University, Fullerton (“University”) and **Chino Valley Unified School District** (“Affiliate”), referred to herein singularly as “party” or collectively as “parties,” for the Term indicated herein.

WHEREAS, 1) University operates at least one Intern program which provides the requisite education and training for candidates; each admitted candidate shall be referred to herein as an (“Intern”) pursuing one or more California Preliminary Teaching Credentials; and 2) every Intern program (“Intern Program(s)”) included in this Agreement is accredited by the California Commission on Teacher Credentialing (CTC) with approval to offer Intern options in these programs;

NOW, THEREFORE, in consideration of the mutual promises and conditions set forth below, University and Affiliate hereby agree to the following for those University Preliminary Teaching Credential Program(s) indicated below:

Multiple Subject Program	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Single Subject Program	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Education Specialist (Early Childhood, Mild/Moderate, and Moderate/Severe)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

1. TERM OF AGREEMENT AND EARLY TERMINATION CLAUSE. This Agreement shall be in effect upon execution for a period of five (5) years (the “Term”). Either party may terminate this Agreement during the stated Term by notifying the other party with at least thirty (30) days’ advance written notice of the intention to terminate; however, any such termination by the Affiliate will not be effective against any Intern who on the date of provision of said notice was participating in an Intern Program until such Intern has completed the Intern Program as initially agreed upon.

2. INTERN QUALIFICATION. Intern requirements are subject to change during the Term of this Agreement, hence, University shall ensure satisfaction of all applicable Education Code and CTC requirements in effect for and applicable to each Intern and Intern’s respective Intern Program at the time of admission. University shall verify satisfaction or completion, as appropriate, of each of the following qualifications for every candidate admitted to any of its Intern Programs.

- A. Completion of a baccalaureate or higher degree from a regionally accredited institution of postsecondary education;
- B. Successful demonstration of basic skills proficiency (i.e. reading, writing, and mathematics) as required by Education Code Sections 44325, 44326, and 44453;
- C. Completion of all pre-service Preliminary Credential Program requirements per Education Code Section 44320(d) and CTC Common Standards as well as respective Intern Program requirements, which currently include English Learner Authorization.; and
- D. Demonstration of subject matter competence, as applicable:
 - i. **For Single Subject and Multiple Subject Interns.** Subject matter competence either by passing the Commission-approved subject matter examination(s) or completion of an approved subject matter preparation program, as required by Education Code Section 44325(c)(3).
 - ii. **Education Specialist Interns.** Passing of the Commission-approved subject matter examination(s) for a core subject content area as required through the approved program , per Education Code Section 44252(b).

3. INTERN SUPERVISION AND SUPPORT.

- A. University shall guide the development of the individual plan for mentoring support and professional development of each Intern, including coursework and fieldwork.

- B. Affiliate shall appoint, maintain, evaluate, trained support persons at each Intern's work site. In addition, Affiliate shall define and document the type and frequency of support services to be provided, including identification of regular, ongoing time for support persons to work with each Intern.
- C. Affiliate shall identify to University an assigned Mentor and support persons, all of whom shall first be determined to meet all required qualifications established by the Education Code and CTC which are in effect at the time of Intern assignment. Affiliate shall then provide appropriate training for performance of Mentor and support persons prior to an Intern assuming daily teaching responsibilities.
- D. Affiliate shall document that each Mentor meets established qualifications which currently include:
 - 1. possession of a valid corresponding Clear or Life Credential, and
 - 2. a minimum of three (3) years of successful teaching experience, and
 - 3. if specified English Learner support is to be provided, possession of an English Learner Authorization in addition to the other requirements established by the CTC.
- E. University shall assign an appropriate Supervisor for each Intern who meets established qualifications which currently include:
 - 1. subject matter competency which is current and appropriate for the grade level taught;
 - 2. an understanding of the context of public schooling;
 - 3. the ability to model best professional practices in teaching and learning, scholarship, and service;
 - 4. knowledge of diverse abilities including cultural, language, ethnic, and gender diversity; and
 - 5. a thorough grasp of the academic standards, frameworks, and accountability systems that drive public school curricula.
- F. Once an Intern has assumed daily teaching responsibilities, Supervisor and Mentor will communicate and collaborate regularly to provide appropriate support and supervision, including English Learner support, if applicable, related to the needs of the assigned Intern, per Education Code Section 44462.
- G. University and Affiliate shall also coordinate the tracking and documentation of Intern support and supervision hours.
- H. Affiliate and University shall cooperate regarding the provision and documentation of support and supervision hours for each Intern to ensure that minimum CTC requirements are met. Currently, the minimum combined support and supervision hours must total 144, and a minimum of two hours of combined support and supervision is required to be provided to the Intern every five instructional days.
- I. Affiliate and University will cooperate with the oversight, operation, and evaluation of the Intern Program in accordance with applicable CTC Common Standards.

4. INTERN ASSIGNMENT REQUIREMENTS.

- A. Public school districts and county offices of education are eligible Affiliates for all Intern Programs while an Affiliate that is either a) organized as a non-public school, or b) contracted with regional centers to provide services to babies and toddlers with disabilities, is only eligible for the Special Education Program(s) noted herein per Education Code Sections 44321 and 44452.
- B. Affiliate shall hire each Intern on an Intern Contract with pay and benefits, including workers' compensation coverage, commensurate with the Intern assignment.
- C. Affiliate shall assign each Intern to assume the functions which are authorized by said Intern's teaching or services credential per Education Code Section 44454.
- D. University stipulates that Intern's services meet the instructional or service needs of the participating Affiliate(s) in accordance with Education Code Section 44458.
- E. Affiliate shall ensure that each bilingual Intern is placed in an appropriate bilingual setting to allow Intern to apply and practice appropriate bilingual instruction.
- F. Affiliate shall make every attempt, within the constraints of openings available, to place each Intern in a teaching situation which will maximize first year success including but not limited to such elements as a supportive principal, available peer support, class selection, etc.
- G. Affiliate shall provide each Intern with a full range of teaching responsibilities indicative of a full-time or part-time teacher, as appropriate.
- H. If it is necessary for an Intern to attend class at University and/or complete necessary classroom observations of credentialed teachers, Affiliate shall permit the Intern to use appropriate release time from teaching responsibilities when such Intern has notified Affiliate of such needed release time

prior to assignment. Release time requested shall allow for sufficient travel time and Affiliate acknowledges that a University class may begin as early as 4:00 p.m.

5. INTERN EVALUATION AND PROGRAM OVERSIGHT.

- A. Affiliate shall work with University to provide annual evaluations of each Intern as required for credential decisions.
- B. Affiliate has the option to designate an administrator and/or teacher representative to serve on the Internship Advisory Board which meets once each semester, as needed.
- C. University Intern Program coordinators shall coordinate meeting of the Internship Advisory Boards(s), as needed.
- D. Per CTC Preconditions for Internship Programs, the parties to this Agreement certify that Interns will not displace certificated employees in the participating school districts. Both parties further certify that when an Intern is hired, there are no available qualified, certificated persons holding the credential.

6. TENURE ELIGIBILITY. Tenure eligibility for any Intern hired by Affiliate under this Agreement shall be in accordance with Education Code Section 44466.

7. INDEMNIFICATION. University shall defend, indemnify, and hold harmless Affiliate, its officers, employees, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, employees, agents, and volunteers.

Affiliate shall defend, indemnify, and hold harmless the University, its officers, employees, agents, and volunteers from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Affiliate, its officers, employees, and agents.

8. DISPUTE RESOLUTION. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral entity. The costs of and related to the services of the neutral entity will be split equally between the Parties.

9. NO AGENCY RELATIONSHIP CREATED. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent, or employment relationship between the parties, hence, neither party shall have the authority to bind the other party for any purpose.

10. INSURANCE REQUIREMENTS. University and Affiliate shall each secure and maintain insurance coverage during the Term, at their respective sole expense, of the types noted below and with the respective minimum limits covering themselves including their employees, officers, agents, and volunteers. Each party reserves the right to request, and agrees to provide upon request, documentation of such coverage(s). If any documented policy is cancelled before the expiration thereof, written notice shall be delivered to the other party in accordance with policy provisions. Each party acknowledges that such insurance coverage requirements may be addressed through a variety of risk financing methods including commercial insurance, self-insurance, risk sharing pool, captive, or combination thereof and that when placed with commercial insurers, such insurers shall have an A.M. Best rating of no less than A, VII or equivalent or as accepted by the other party.

- A. **Comprehensive or Commercial Form General Liability (including Contractual Liability) with minimum limits as follows:**

- Each Occurrence: \$1,000,000, General Aggregate: \$3,000,000
- B. Workers' Compensation Liability:**
- Minimum limit as required by statute
 - Employer's Liability: Minimum limit of \$1,000,000 per each accident, employee, and disease
- C. Professional Liability coverage** (appropriate to the professional activities):
- Minimum limits: \$1,000,000 per claim, \$2,000,000 per policy
 - Coverage to be maintained for a period of five (5) years beyond the Term of this Agreement
- D. Automobile Liability coverage**
- Minimum limit: \$1,000,000 combined single limit.

The foregoing insurance limits and/or requirements shall be subject to modifications to coverage forms and/or limits as mandated from time to time by the respective insurance programs of the parties. Both parties agree to provide the other party with no less than thirty (30) days' written notice of any change in coverage forms and/or limits. In the event of such change, both parties agree to renegotiate insurance requirements, if necessary, within thirty (30) calendar days from receipt of notification of such change ("renegotiation period"). New Agreement terms regarding coverage forms and/or limits shall be mutually agreed upon by the parties and shall be evidenced by a written amendment to this Agreement issued within the renegotiation period. If the parties are unable to renegotiate said coverage forms and/or limits during the renegotiation period, this Agreement shall automatically terminate at the end of the renegotiation period unless the parties mutually agree in writing to extend the renegotiation period for an additional thirty (30) days.

University has elected to be self-insured for its general liability, worker's compensation, professional liability, motor vehicle liability, and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program.

The Office of Risk Management in the Chancellor's Office administers the general liability, workers' compensation, property, and professional liability programs. The State Office of Risk and Insurance Management administers the motor vehicle liability program.

Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-state owned property. Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the California State University, Office of Risk Management, 401 Golden Shore, 5th Floor, Long Beach, CA 90802-4210.

11. GOVERNING LAW. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.

12. MODIFICATIONS AND NOTICES. Any modification to this Agreement shall be enforceable only if such modification is presented in writing and subsequently signed by an authorized representative of each party ("Amendment"). Any and all notices required or permitted by this Agreement shall be deemed to have been duly given if written and delivered using an independently traceable means of delivery to the other party, as applicable.

University mailing address:
California State University, Fullerton
Attn: Contracts & Procurement
2600 Nutwood Ave., Suite 300
Fullerton, CA 92831

Affiliate mailing address:
Chino Valley Unified School District
Attn: Jeanette Walsh
5130 Riverside Drive
Chino, Ca. 91710

For programmatic questions, please contact the College of Education (specify the Intern Program):
CSUF College of Education
2600 Nutwood Ave., Suite 500
Fullerton, CA 92831
Ph: 657/278-3411

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the Party on whose behalf their signature is made. This Agreement will not be considered binding until the University's Contracts and Procurement department and Affiliate have both signed below.

**CALIFORNIA STATE UNIVERSITY,
COLLEGE OF EDUCATION**

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Signed: _____

Signed: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

**CALIFORNIA STATE UNIVERSITY,
FULLERTON**

**Union Bargaining Unit Representative
(if required):**

Signed: _____

Signed: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

If Board Approval is Required:
BOARD APPROVAL DATE:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 3, 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: MEMORANDUM OF UNDERSTANDING FOR THE CALIFORNIA
AGRICULTURAL TEACHERS' INDUCTION PROGRAM WITH
DAVIS JOINT UNIFIED SCHOOL DISTRICT**

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BACKGROUND

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Memorandum of Understanding for the California Agricultural Teachers' Induction Program with Davis Joint Unified School District.

FISCAL IMPACT

None.

NE:RR:FA:IB:mcm



2019-2020 MEMORANDUM OF UNDERSTANDING
for the
California Agricultural Teachers' Induction Program
between
Davis Joint Unified School District
and



Chino Valley Unified School District (Participating District or LEA)

General

This Memorandum of Understanding (MOU) is entered into between the Davis Joint Unified School District (DJUSD) – Local Educational Agency (LEA) for the California Agricultural Teachers' Induction Program (CATIP) – and the participating district or LEA listed above (referred to as "District" in this MOU) to participate in the California Agricultural Teachers' Induction Program.

The effective date of this MOU is October 4, 2019 – June 30, 2020. The terms of this agreement shall remain in force unless mutually amended.

Purpose

The purpose of this Memorandum of Understanding is to establish a formal working relationship between the parties of agreement and to set forth the operative conditions that govern this partnership. The assumption of continued partnership for the 2020-2021 school year is made unless the District notifies the CATIP in writing on or **prior to January 31, 2020.**

Responsibilities – General

A) CATIP agrees to:

- 1) Provide support for direct program administration to conduct the accredited induction program per guidelines set forth by the Commission on Teacher Credentialing (CTC) and California Department of Education (CDE);
- 2) Provide office space, equipment, and meeting space for program activities;
- 3) Facilitate a process for equitable distribution of services to Teacher Candidates and Mentors in all participating districts and schools;
- 4) Convene a Teacher Induction Program Advisory Committee, establish regular meetings, and provide data on program requirements and clear credentialing;
- 5) Establish and maintain accurate program records and reports;
- 6) Maintain State of California approval and accreditation as an Induction Program and Credentialing Agency;
- 7) Advise Teacher Candidates about their involvement in the Induction Program and provide formative feedback about candidates' progress toward completion of the program;
- 8) Recommend for the California Clear Credential and process all credential applications for eligible Teacher Candidates;
- 9) Arrange for and monitor University of California, Davis Extension continuing education units for Teacher Candidates and 1st and 2nd year Mentors;
- 10) Provide the California Agricultural Teachers' Induction Program Assessment System materials to Teacher Candidates and Mentors (e.g. individualized learning plans, weekly conversation logs, curriculum, etc.);
- 11) Provide training in the California Agricultural Teachers' Induction Program coursework, including the California Standards for the Teaching Profession (CSTP), Student Content Standards, Agriculture and Natural Resources Model Pathway Standards, and Induction Standards to Teacher Candidates and Mentors;
- 12) Provide mentoring skills training to Mentors;
- 13) Provide Induction Program training for site administrators/district coordinator;
- 14) Select, monitor, and supervise professional development facilitators in accordance with Induction Program Standards;
- 15) Provide materials, facilitation, and presentation support for professional development facilitators;
- 16) Develop and establish contracts with outside vendors for professional services as needed Teacher Candidates/Mentors professional development and support;
- 17) Provide the Advisory Board, district superintendents and site administrators with information, clarify roles and responsibilities, and provide verification and accountability specific to the Teacher credential process;
- 18) Communicate with and advise District Human Resources departments, credential analysts, and school personnel regarding Induction, hiring implications, and procedures for compliance;
- 19) Establish and maintain an accountability system for all participants;
- 20) Collaborate with the Capital Region Network Team, the Induction Consortium (Bay Area), and state-wide agricultural education stakeholders regarding the Induction Program;

California Agricultural Teachers' Induction Program (CATIP)



School District MOU 2019-2020

- 21) Collaborate with Cluster Region One and California Commission on Teacher Credentialing for appropriate support and training and ensure participation at Cluster and Statewide program meetings; and
- 22) Supply reports and other information to the California Commission on Teacher Credentialing (CTC) and the California State Department of Education (CDE) as requested on all matters related to program requirements and activities.

B) The District agrees to:

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

<u>Teresa Shockley</u> Name of District Coordinator	<u>teresa_shockley@chino.k12.ca.us</u> Coordinator's Email address
<u>(909) 628-1202, ext. 1673</u> Phone	<u>5130 Riverside Dr. Chino, CA 91710</u> Mailing Address

- 2) Establish a point of contact in District Accounts Payable for invoicing communication:

<u>Alyssa Berry</u> Name	<u>alyssa_berry@chino.k12.ca.us</u> Email address
<u></u> Phone	<u>5130 Riverside Dr. Chino, CA 91710</u> Mailing Address

- 3) Establish a Purchase Order for invoicing coordination:

<u>Paid by Candidate</u> PO #	<u>Paid by Candidate</u> PO Amount (\$2,250/Candidate/Year)
<i>(If candidate will be paying for the program themselves indicate that here)</i>	

- 4) Confirm candidate availability for program participation according to criteria established by the Commission on Teacher Credentialing and the California Agricultural Teachers' Induction Program.
- 5) Separate CATIP formative assessment information from district employment evaluations.
- 6) Provide an update about participation with CATIP to the district's governing board during the tenure of this MOU.
- 7) Participate in CATIP evaluation.
- 8) Superintendent or designee coordinator/administrator maintains a position on the Teacher Induction Advisory Board for program networking, implementation, compliance, and program evaluation;
- 9) The Administrative member of the Advisory Board or District coordinator/ administrator may bring concerns or suggestions for change to the Advisory Board for discussion by submitting proposals no later than two weeks prior to the next Advisory Board meeting for inclusion on the agenda;
- 10) Advisory Board Representative and/or District Coordinator disseminate program information to site and district administrators, clarify roles and responsibilities of all program participants, and communicates program information to participants;
- 11) Upon hire, advise eligible Teachers about their responsibilities for Induction, enroll eligible candidates, and gather candidate credentialing information as needed by the Induction office. All teacher candidates who are teaching on a preliminary credential should be evaluated for eligibility. Those on Special Education Level I Credentials are eligible to complete credential requirements through Induction activities. CTE Teachers are eligible to complete credential requirements, including application for preliminary credential with prerequisites met. Teachers who have intern credentials may also be eligible if they have recently completed the intern program and have been granted a preliminary credential;
- 12) Ensure that Human Resources personnel and credential analysts are appropriately trained in protocols of advice and assistance to Induction Candidates;
- 13) Provide appropriate credential and advisement information to the Induction office;
- 14) Select Mentors according to Induction Program Standards and Mentor Qualifications;
- 15) Approve a Mentor to each Teacher Candidate according to CATIP Policies and in a timely way, within 30 days of program enrollment, that allows the pair to begin working together when teaching begins and not less than an average of 1 hour per week;

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- 16) Conduct early site and/or district-based program information orientations that include information designated on the California Agricultural Teachers' Induction Program "Administrator Meeting" form;
- 17) Ensure that all site administrators with mentor(s) and/or Teacher Candidate(s) on staff understand Induction work is not used as an evaluation for employment, have been trained in the Yolo-Solano Teacher Induction program processes and stay current with changing program requirements;
- 18) Ensure that all staff administrators with Mentor(s) and/or Teacher Candidate(s) on staff complete the Program's annual survey regarding the Induction Program;
- 19) Establish working conditions for Teacher Candidates aligned with Induction Program Standards;
- 20) Ensure that Teacher Candidates have core curriculum materials and appropriate content frameworks;
- 21) Encourage that all Teacher Candidates have course assignments with English Language Learners sufficient to allow completion of the English Language requirements of the Clear Credential and accordance with Induction Program Policies;
- 22) Provide Teacher retention data to Induction Program upon request;
- 23) Provide Mentor release time for observation of the Teacher Candidates as required by the Induction activities (2 observations required each year);
- 24) Provide Teacher Candidates release time for observation of colleagues, reflection, and professional development activities tied to their Individual Learning Plan (ILP) as required by the Induction activities (2 observations required each year);
- 25) In the event of need, provide Mentor release time for Mentor training as required by the Induction program (for the Mentor's first and second years);
- 26) Develop and maintain a budget that allocates amounts sufficient to meet the costs of implementing its program responsibilities;
- 27) Process payment for authorized contracted services; and
- 28) Provide projection estimates of participating Teachers for the 2020-2021 school year to California Agricultural Teachers' Induction Program by May 15, 2020 for continuing participants and in a timely manner, June 30, 2020 forward, for new participants.

Responsibilities – Fiscal

- A) CATIP, in its association with YSCTC and DJUSD (accrediting agency with certification capacity as LEA), agrees to the overall fiscal responsibility for the funding of the administration of the program, including:
 - 1) Invoice the District through the Accounts Payable contact (named in 'Responsibilities-General B.2') for each credential candidate twice per academic year. **Billing will occur in November for the amount of \$1,125 and May in the amount of \$1,125 to total \$2,250 per academic year with a Net 30-day return;**
 - 2) Assume overall fiscal responsibility for the administration of Induction funds and documentation required by the CDE or CCTC;
 - 3) Develop and maintain a balanced budget that reflects program priorities and implementation of the approved induction plan;
 - 4) Abide by the Teacher Expenditure Guidelines;
 - 5) Provide a stipend payment for each program Facilitator in accordance with CATIP Consortium and Facilitator memoranda of understanding.
- B) The District agrees to:
 - 1) Approve the designation of a Mentor¹, by CATIP, to each credential candidate (novice teacher) within the first 30 days of the participant's enrollment in the program.

Program Participation

Insofar as permitted by law, Davis Joint Unified School District (LEA for YSCTC and CATIP) shall assume the defense and hold harmless District and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of Davis Joint Unified School District, its officers, agents or employees, arising out of its performance under the terms of this agreement.

Insofar as permitted by law, the District shall assume the defense and hold harmless the Davis Joint Unified School District and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of the District, its officers, agents or employees, arising out of their performance under the terms of this agreement.

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Compliance with Applicable Laws

This Memorandum of Understanding shall comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable.

Other Conditions

Any and all products developed by California Agricultural Teachers' Induction Program are the exclusive property of the California Agricultural Teachers' Induction Program. Schools, districts, their employees, staff and subcontractors shall not have the right to disseminate, market, or otherwise use the products without the written permission of the California Agricultural Teachers' Induction Program.

The parties signed below, as the signatory representatives for their associated organizations, affirm their commitment to the stipulations outlined above:

Signature

Richard Rideout

Printed Name

Assistant Superintendent, Human Resources

Title

richard_rideout@chino.k12.ca.us

Email

Chino Valley Unified School District

Organization

Signature

Bruce Colby

Printed Name

Chief Business Officer

Title

Date

Davis Joint Unified School District

Organization

Chino Valley Unified School District

Our Motto:

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

DATE: October 3, 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 JULY THROUGH SEPTEMBER 2019**

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BACKGROUND

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

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

RECOMMENDATION

It is recommended the Board of Education receive for information the Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for July through September 2019.

FISCAL IMPACT

None.

NE:LF:rttr

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

District Name: Chino Valley Unified School District

Quarter covered by this report: July 2019 – September 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