



CHINO VALLEY
UNIFIED SCHOOL DISTRICT

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

BOARD OF EDUCATION AGENDA

August 19, 2021

BOARD OF EDUCATION

Donald L. Bridge
Andrew Cruz
Christina Gagnier
James Na
Joe Schaffer

SUPERINTENDENT

Norm Enfield, Ed.D.

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT
5130 Riverside Drive, Chino, CA 91710
REGULAR MEETING OF THE BOARD OF EDUCATION
5:10 p.m. - Closed Session • 6:00 p.m. - Regular Meeting
August 19, 2021

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.

PUBLIC ADVISORY

Face coverings that cover the mouth and nose are optional for fully vaccinated individuals, but required for unvaccinated individuals.

Board of Education meetings will continue to be live streamed on the District's YouTube channel at https://www.youtube.com/channel/UCWKinB4PTb_uskobmwBF8pw.

I. OPENING BUSINESS

I.A. CALL TO ORDER – 5:10 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 Labor Negotiators (Government Code 54957.6): A.C.T. and CSEA negotiations. Agency designated representatives: Isabel Brenes, Sandra Chen, Eric Dahlstrom, and Richard Rideout. (5 minutes)
- b. Public Employee Discipline/Dismissal/Release (Government Code 54957): (15 minutes)
- c. Public Employee Appointment Government Code 54957: HS Principal; HS Assistant Principals; and ES Assistant Principals. (20 minutes)
- d. Public Employee Performance Evaluation (Government Code 54957): Superintendent. (10 minutes)

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

1. Report Closed Session Action
2. Pledge of Allegiance

- I.C. COMMENTS FROM STUDENT REPRESENTATIVE
- I.D. COMMENTS FROM EMPLOYEE REPRESENTATIVES
- I.E. COMMENTS FROM THE AUDIENCE ON ITEMS NOT ON THE AGENDA
- I.F. CHANGES AND DELETIONS

II. ACTION

II.A. ADMINISTRATION

II.A.1. Option for Additional 30 Minutes Added to the Instructional Day for the 2021/2022 School Year Motion ____ Second ____
Preferential Vote: ____
Vote: Yes ____ No ____
 Page 10
 Board member Andrew Cruz recommends the Board of Education approve the option for parents to have the choice for their child to attend the additional 30 minutes of each instructional day for the 2021/2022 school year.

II.A.2. Chino Hills HS Bingo Motion ____ Second ____
Preferential Vote: ____
Vote: Yes ____ No ____
 Page 11
 Board member Andrew Cruz recommends the Board of Education approve indoor facilities use for Chino Hills HS bingo.

II.A.3. Public Hearing and Selection of a By-Trustee Area Map Open Hearing ____
Close Hearing ____
 Page 12
 Recommend the Board of Education conduct a public hearing and select a by-trustee area map plan ____.

1) Plan 1A: Motion ____ Second ____
Preferential Vote: ____
Vote: Yes ____ No ____
 Trustee Area No. 1 and No. 2 – November 2022 election
 Trustee Area No. 3, No. 4, and No. 5 – November 2024 election

2) Plan 1B:
 Trustee Area No. 1; No. 2; and No. 5 – November 2024 election
 Trustee Area No. 3 and No. 4 – November 2022 election

- 3) Plan 2A:
Trustee Area No. 1; No. 2; and No. 5 – November 2024 election
Trustee Area No. 3 and No. 4 – November 2022 election
- 4) Plan 2B:
Trustee Area No. 1 and No. 2 – November 2022 election
Trustee Area No. 3; No. 4; and No. 5 – November 2024 election
- 5) Plan 3A:
Trustee Area No. 1; No. 2; and No. 5 – November 2024 election
Trustee Area No. 3 and No. 4 – November 2022 election
- 6) Plan 3B:
Trustee Area No. 1 and No. 2 – November 2022 election
Trustee Area No. 3; No. 4; and No. 5 – November 2024 election
- 7) Plan 4A:
Trustee Area No. 1; No. 2; and No. 5 – November 2024 election
Trustee Area No. 3 and No. 4 – November 2022 election
- 8) Plan 4B:
Trustee Area No. 1 and No. 2 – November 2022 election
Trustee Area No. 3; No. 4; and No. 5 – November 2024 election

II.A.4.
Page 14

Resolution 2021/2022-09 of the Board of Education of the Chino Valley Unified School District Recommending That the San Bernardino County Committee on School District Organization Approve and Establish Trustee Areas From Which the Chino Valley Unified School District Trustees Will be Elected in a By-Trustee Area Election Process
Recommend the Board of Education adopt Resolution 2021/2022-09 of the Board of Education of the Chino Valley Unified School District Recommending that the San Bernardino

Motion____Second____
Preferential Vote: ____
Vote: Yes ____No ____

County Committee on School District Organization Approve and Establish Trustee Areas from which the Chino Valley Unified School District Trustees will be Elected in a By-Trustee Area Election Process.

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

II.B.1. Public Hearing Regarding the Sufficiency of Instructional Materials 2021/2022 and Adoption of Resolution 2021/2022-18 for Cal Aero Preserve Academy K Through 6

Page 17

Recommend the Board of Education conduct a public hearing regarding the Sufficiency of Instructional Materials 2021/2022 and adopt Resolution 2021/2022-18 for Cal Aero Preserve Academy K through 6.

Open Hearing _____

Close Hearing _____

Motion____Second____

Preferential Vote: _____

Vote: Yes____No____

II.B.2. Public Hearing Regarding the Safe Return to In-Person Instruction and Continuity of Services Plan

Page 21

Recommend the Board of Education conduct a public hearing regarding the Safe Return to In-Person Instruction and Continuity of Services Plan.

Open Hearing _____

Close Hearing _____

II.C. FACILITIES, PLANNING, AND OPERATIONS

II.C.1. Resolution 2021/2022-08 Educational Specifications – Preserve School #2

Page 37

Recommend the Board of Education adopt Resolution 2021/2022-08 Educational Specifications – Preserve School #2.

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 July 15, 2021 Regular Meeting

Page 45

Recommend the Board of Education approve the minutes of the July 15, 2021 regular meeting.

III.B. BUSINESS SERVICES

III.B.1. Warrant Register

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

III.B.2. 2021/2022 Applications to Operate Fundraising Activities and Other Activities for the Benefit of Students

Page 55 Recommend the Board of Education approve/ratify the 2021/2022 applications to operate fundraising activities and other activities for the benefit of students.

III.B.3. Fundraising Activities

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

III.B.4. Donations

Page 61 Recommend the Board of Education accept the donations.

III.B.5. Legal Services

Page 63 Recommend the Board of Education approve payment for legal services to the law offices of Atkinson, Andelson, Loya, Ruud & Romo; Margaret A. Chidester & Associates; and The Tao Firm.

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

III.C.1. School-Sponsored Trips

Page 64 Recommend the Board of Education approve/ratify the following school-sponsored trips for Glenmeade ES and Ayala HS.

III.C.2. Parent Representative on the Community Advisory Committee for the West End Special Education Local Plan Area

Page 65 Recommend the Board of Education approve Anna Lia Castillo as parent representative on the Community Advisory Committee for the West End Special Education Local Plan Area.

III.D. FACILITIES, PLANNING, AND OPERATIONS

III.D.1. Purchase Order Register

Page 66 Recommend the Board of Education approve/ratify the purchase order register, provided under separate cover.

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

Page 67 Recommend the Board of Education approve/ratify the Agreements for Contractor/Consultant Services.

III.D.3. Surplus/Obsolete Property

Page 71

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

III.D.4. Resolutions 2021/2022-06, 2021/2022-07, 2021/2022-10, 2021/2022-11, 2021/2022-12, 2021/2022-13, 2021/2022-14, 2021/2022-15, 2021/2022-16, and 2021/2022-17, Authorization to Utilize Piggyback Contracts

Page 84

Recommend the Board of Education adopt Resolutions 2021/2022-06, 2021/2022-07, 2021/2022-10, 2021/2022-11, 2021/2022-12, 2021/2022-13, 2021/2022-14, 2021/2022-15, 2021/2022-16, and 2021/2022-17, Authorization to Utilize Piggyback Contracts.

III.D.5. Resolution 2021/2022-19 Authorizing the Sale of Portable Classrooms P2, P3, P4, P5, and P6 (A#51681) Located at Briggs K-8

Page 106

Recommend the Board of Education adopt Resolution 2021/2022-19 Authorizing the sale of portable classrooms P2, P3, P4, P5, and P6 (#A51681) located at Briggs K-8.

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

Page 111

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

III.D.7. Bid 21-22-04I Buena Vista HS Portable Classroom Installation

Page 113

Recommend the Board of Education award Bid 21-22-04I Buena Vista HS Portable Classroom Installation to Roadway Engineering & Contracting, Inc.

III.D.8. Bid 21-22-06, Procurement of Two Football Scoreboards From Daktronics

Page 114

Recommend the Board of Education authorize the procurement of two football scoreboards from Daktronics.

III.D.9. Change Order for Bid 19-20-17F, Chino HS Reconstruction – Phase 1 (BP 16)

Page 115

Recommend the Board of Education approve the Change Order for Bid 19-20-17F, Chino HS Reconstruction – Phase 1 (BP 16).

III.D.10. Change Order and Notice of Completion for Bid 19-20-51F, Cortez ES and Dickson ES Fencing and Concrete Project

Page 118

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-51F, Cortez ES and Dickson ES Fencing and Concrete Project.

III.D.11. Rejection of RFP 20-21-10, Security Monitoring System and Authorization to Re-Bid

Page 122

Recommend the Board of Education reject the proposals received for RFP 20-21-10, Security Monitoring System and authorize staff to re-bid the project.

III.D.12. Reimbursement Agreement By and Between the Chino Valley Unified School District and Allegiance STEAM Academy for all Installation Costs for Three Portable Classrooms

Page 123

Recommend the Board of Education approve the reimbursement agreement by and between the Chino Valley Unified School District and Allegiance STEAM Academy for all installation costs for three portable classrooms.

III.E. HUMAN RESOURCES

III.E.1. Certificated/Classified Personnel Items

Page 133

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

III.E.2. Revision of the Program Specialist Job Description

Page 145

Recommend the Board of Education approve the revision of the Program Specialist job description.

III.E.3. Student Teaching Agreement with Biola University

Page 150

Recommend the Board of Education approve the Student Teaching Agreement with Biola University.

III.E.4. Fieldwork Placement Agreement with the University of Redlands

Page 168

Recommend the Board of Education approve the Fieldwork Placement Agreement with the University of Redlands.

IV. INFORMATION

IV.A. ADMINISTRATION

IV.A.1. Revision of Board Policy and Administrative Regulation 0420.4 Philosophy, Goals, Objectives and Comprehensive Plans – Charter School Authorization

Page 174

Recommend the Board of Education receive for information the revision of Board Policy and Administrative Regulation 0420.4 Philosophy, Goals, Objectives and Comprehensive Plans – Charter School Authorization.

IV.A.2. Revision of Board Policy 1325 Community Relations – Advertising and Promotion

Page 202

Recommend the Board of Education receive for information the revision of Board Policy 1325 Community Relations – Advertising and Promotion.

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

IV.B.1. Revision of Board Policy and Administrative Regulation 6158 Instruction – Independent Study

Page 207

Recommend the Board of Education receive for information the revision of Board Policy and Administrative Regulation 6158 Instruction – Independent Study.

IV.B.2. San Bernardino County Superintendent of Schools Williams Findings Decile 1-3 Schools Fourth Quarterly Report 2020/2021

Page 230

Recommend the Board of Education receive for information the San Bernardino County Superintendent of Schools Williams Findings Decile 1-3 Schools Fourth Quarterly Report 2020/2021.

V. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

VI. ADJOURNMENT

Prepared by: Sharon Rodgers, Administrative Secretary to the Superintendent
Date posted: August 13, 2021

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: August 19, 2021

TO: Members, Board of Education

FROM: Andrew Cruz, Member, Board of Education

**SUBJECT: OPTION FOR ADDITIONAL 30 MINUTES ADDED TO THE
INSTRUCTIONAL DAY FOR THE 2021/2022 SCHOOL YEAR**

=====

BACKGROUND

At its May 20, 2021 meeting, the Board of Education approved the Expanded Learning Opportunities Grant Plan. The plan included increasing daily instructional time by 30 minutes to address the amount of instructional time students lost, and to address learning needs, which may have been impacted as a result of the pandemic and associated learning models. Parents expressed opposition to extending the length of the school day as a way to help with COVID-19 catch-up citing family time would be negatively impacted; student and family commitments to extracurricular/enrichment activities would suffer; as well as the overall interruption to family schedules. Board member Andrew Cruz supports parents stating that extending the school day should be an option for parents, and not mandatory.

RECOMMENDATION

Board member Andrew Cruz recommends the Board of Education approve the option for parents to have the choice for their child to attend the additional 30 minutes of each instructional day for the 2021/2022 school year.

FISCAL IMPACT

None.

AC:pk

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: August 19, 2021
TO: Members, Board of Education
FROM: Andrew Cruz, Member, Board of Education
SUBJECT: **CHINO HILLS HS BINGO**

=====

BACKGROUND

At the July 15, 2021 meeting of the Board of Education, Board member Andrew Cruz requested a Board agenda item regarding the approval of indoor facilities use for Chino Hills HS bingo effective the 2021/2022 school year.

RECOMMENDATION

Board member Andrew Cruz recommends the Board of Education approve indoor facilities use for Chino Hills HS bingo.

FISCAL IMPACT

None.

AC:pk

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: August 19, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

SUBJECT: PUBLIC HEARING AND SELECTION OF A BY-TRUSTEE AREA MAP

=====

BACKGROUND

At its March 4, 2021 meeting, the Board of Education adopted Resolution 2020/2021-25 Intent to Comply with the California Voting Rights Act (CVRA) to ensure compliance with the CVRA and avoid potential legal challenges. Thereafter, in compliance with Elections Code 10010, the Board held public hearings on June 17 and July 15 to receive community input regarding the four draft trustee area maps for the proposed transition to by-trustee area elections. Following this public hearing, the Board will select a trustee area map with the associated election cycle.

RECOMMENDATION

It is recommended the Board of Education conduct a public hearing and select by-trustee area map Plan _____.

- 1) Plan 1A:
Trustee Area No. 1 and No. 2 - November 2022 election
Trustee Area No. 3, No. 4, and No. 5 - November 2024 election
- 2) Plan 1B:
Trustee Area No. 1, No. 2, and No. 5 - November 2024 election
Trustee Area No. 3 and No. 4 - November 2022 election
- 3) Plan 2A:
Trustee Area No. 1, No. 2, and No. 5 - November 2024 election
Trustee Area No. 3 and No. 4 - November 2022 election
- 4) Plan 2B:
Trustee Area No. 1 and No. 2 - November 2022 election
Trustee Area No. 3, No. 4, and No. 5 - November 2024 election

- 5) Plan 3A:
 - Trustee Area No. 1, No. 2, and No. 5 - November 2024 election
 - Trustee Area No. 3 and No. 4 - November 2022 election
- 6) Plan 3B:
 - Trustee Area No. 1 and No. 2 - November 2022 election
 - Trustee Area No. 3, No. 4, and No. 5 - November 2024 election
- 7) Plan 4A:
 - Trustee Area No. 1, No. 2, and No. 5 - November 2024 election
 - Trustee Area No. 3 and No. 4 - November 2022 election
- 8) Plan 4B:
 - Trustee Area No. 1 and No. 2 - November 2022 election
 - Trustee Area No. 3, No. 4, and No. 5 - November 2024 election

FISCAL IMPACT

None.

NE:pk

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: August 19, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

SUBJECT: **RESOLUTION 2021/2022-09 OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT RECOMMENDING THAT THE SAN BERNARDINO COUNTY COMMITTEE ON SCHOOL DISTRICT ORGANIZATION APPROVE AND ESTABLISH TRUSTEE AREAS FROM WHICH THE CHINO VALLEY UNIFIED SCHOOL DISTRICT TRUSTEES WILL BE ELECTED IN A BY-TRUSTEE AREA ELECTION PROCESS**

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BACKGROUND

The Chino Valley Unified School District Board of Education is engaged in the process of transitioning the method by which governing Board members are elected. Currently, the District uses an “at large” system where registered voters within the District’s boundaries vote for candidates to represent the community at large. Under the proposed system, “by-trustee areas,” registered voters can only vote for candidates who reside within the same area.

Upon selection of a trustee area map, a resolution is submitted requesting that the County Committee on School District Organization approve the transition from an at-large election process to by-trustee area election process.

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2021/2022-09 of the Board of Education of the Chino Valley Unified School District Recommending that the San Bernardino County Committee on School District Organization Approve and Establish Trustee Areas from which the Chino Valley Unified School District Trustees will be Elected in a By-Trustee Area Election Process.

FISCAL IMPACT

None.

NE:pk

**Chino Valley Unified School District
Resolution 2021/2022-09 of the Board of Education of the
Chino Valley Unified School District Recommending that the San Bernardino
County Committee on School District Organization Approve and Establish
Trustee Areas From Which the Chino Valley Unified School District
Trustees will be Elected In a By-Trustee Area Election Process**

WHEREAS, The Chino Valley Unified School District (“District”) currently uses an at-large system of electing members of its Board of Education; and

WHEREAS, At-large electoral systems such as the Districts are subject to challenge under the California Voting Rights Act of 2001, codified at sections 14025 - 14032 of the California Elections Code (“CVRA”); and

WHEREAS, By-trustee area electoral systems are not vulnerable to challenge under the CVRA; and

WHEREAS, In a by-trustee area system of election, candidates for the District’s Board of Education (the “Board”) must reside within a specific geographic subarea of the District called a “trustee area” and candidates are elected only by the voters of that trustee area; and

WHEREAS, One method of transitioning from an at-large electoral system to a by trustee area electoral system is for the school district board of education to petition the local county committee on school district organization by resolution to initiate the transition under California Education Code section 5019(c)(1); and

WHEREAS, the San Bernardino County Committee on School District Organization (“Committee”) has indicated that it will initiate this process on behalf of the District at the District’s request, and will consider any recommendation on specific trustee areas made by the District; and

WHEREAS, District staff and consultants have conducted public hearings for map input as required by law, prepared proposed trustee area plans and recommendations (the “Plans”) that were presented to the public at the District’s Regular Board Meeting on June 17, 2021, and thereafter posted the Plans on the District’s website for further input; and

WHEREAS, Pursuant to Elections Code section 10010, the District held properly noticed public hearings regarding the proposed trustee area plans on June 17, 2021, and July 15, 2021; and

WHEREAS, the Board has considered all public input and comment on the Plans; and

WHEREAS, the Board has adopted Plan ____ and hereby recommends Plan ____ to the Committee for its consideration based upon the findings, analysis and recommendations contained in the report attached hereto and incorporated herein as Exhibit “A”; and

NOW THEREFORE, BE IT RESOLVED by the Board of Education of the Chino Valley Unified School District as follows:

1. That the above recitals are true and correct.
2. That the Board has adopted Plan ____ and recommends Plan ____ to the Committee for consideration and adoption.
3. That the Superintendent and/or his designee take all actions necessary to notify the Committee of the Board's determination forthwith and provide whatever assistance may be required by the Committee to complete the process.

APPROVED, PASSED, AND ADOPTED this 19th day of August 2021.

Joe Schaffer, President
Board of Education

I, Donald L. Bridge, Clerk of the Board of Education of the Chino Valley Unified School District, do hereby certify that the foregoing Resolution was adopted by the Board of Education of said District at a meeting of said Board held on the 19th day of August 2021, and that it was so adopted by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Donald L. Bridge, Clerk
Board of Education

Chino Valley Unified School District

Our Motto:

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DATE: August 19, 2021

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 and Instruction
Troy Ingram, Coordinator, Innovation and Creative Services

SUBJECT: PUBLIC HEARING REGARDING THE SUFFICIENCY OF INSTRUCTIONAL MATERIALS 2021/2022 AND ADOPTION OF RESOLUTION 2021/2022-18 FOR CAL AERO PRESERVE ACADEMY K THROUGH 6

=====

BACKGROUND

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

Cal Aero Preserve Academy K through 6 operates as a year-round campus and for the 2021/2022 school year they opened their doors to begin instruction on July 6, 2021. A separate public hearing for sufficiency of instructional materials is being held for this school site in order to be compliant with Education Code 60119.

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

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

RECOMMENDATION

It is recommended the Board of Education conduct a public hearing regarding the Sufficiency of Instructional Materials 2021/2022 and adopt Resolution 2021/2022-18 for Cal Aero Preserve Academy K through 6.

FISCAL IMPACT

None.

NE:LF:LH:TI:gks

**Chino Valley Unified School District
Resolution 2021/2022-18
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 August 19, 2021, 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 Houghton Mifflin Harcourt; Big Day Pre K Curriculum, 2015

K-6 McGraw-Hill School Education; CA Reading Wonders ELA/ELD, 2017

Mathematics

TK Houghton Mifflin Harcourt; Big Day Pre K Curriculum, 2015

K-5 Pearson Scott Foresman; enVision Math, 2015

6-8 Houghton Mifflin & Harcourt, Big Ideas Math, Course 1, Course 2, and Course 3, 2015

History/Social Science

TK Houghton Mifflin Harcourt; Big Day Pre K Curriculum, 2015
K-5 Harcourt School Publishers; Reflections: California Series, 2007
6-8 Holt, Rinehart and Winston; Ancient Civilizations, 2006

Science

TK Houghton Mifflin Harcourt; Big Day Pre K Curriculum, 2015
K-5 Houghton Mifflin Company; Houghton Mifflin California Science, 2007
6 Pearson Scott Foresman; Earth Science, 2008

NOW, THEREFORE, BE IT RESOLVED that for the 2021/2022 school year, the Chino Valley Unified School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in all courses required by Education Code 60119.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 19th day of August 2021 by the following vote:

Bridge	_____
Cruz	_____
Gagnier	_____
Na	_____
Schaffer	_____

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

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: August 19, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Grace Park, Ed.D., Associate Superintendent, Curriculum, Instruction, Innovation, and Support
Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
Stacy Ayer-Escarcega, Ed.D., Director, Access & Equity

SUBJECT: PUBLIC HEARING REGARDING THE SAFE RETURN TO IN-PERSON INSTRUCTION AND CONTINUITY OF SERVICES PLAN

=====

BACKGROUND

In response to the 2019 Novel Coronavirus (COVID-19), the U.S. Congress passed the American Rescue Plan (ARP) Act, which was signed into law on March 11, 2021. As part of the ARP Act, local education educational agencies (LEAs) can apply for the Elementary and Secondary School Emergency Relief III (ESSER III) Fund to assist in the implementation of prevention and mitigation strategies to continuously and safely open and operate schools for in-person learning. As a condition of the funding, LEAs are required in part to have a Safe Return to In-person Instruction and Continuity of Services plan to be eligible for ESSER III funding.

The Safe Return to In-person Instruction and Continuity of Services plan was posted on the District website for public comment and input from July 29, 2021 to August 19, 2021.

Chino Valley Unified School District is seeking additional public input on the Safe Return to In-person Instruction and Continuity of Services plan that is aligned to the required the California Department of Public Health safety guidelines for schools.

Consideration 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 Safe Return to In-Person Instruction and Continuity of Services Plan.

FISCAL IMPACT

None.



CHINO VALLEY UNIFIED SCHOOL DISTRICT TOGETHER!

2021-2022

***Safe Return to In-Person
Instruction and
Continuity of Services***

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Safe Return to In-Person Instruction and Continuity of Services

The 2021-2022 *Safe Return to In-Person Instruction and Continuity of Services* plan was adapted from Chino Valley Unified School District's (CVUSD) 2020-2021 *Guidelines for Reopening Our Schools* which was developed in collaboration with San Bernardino County Department of Public Health. The *Safe Return to In-Person Instruction and Continuity of Services* plan outlines the safety recommendations established by the Centers for Disease Control, California Department of Public Health (CDPH), and the San Bernardino County Department of Public Health and meets the plan requirements outlined in the American Rescue Plan Act of 2021 (ARP Act) to be able to continuously operate schools safely for in-person learning.

NOTE: As Local Educational Agencies (LEA) are required to adhere to local county health and safety guidelines, the *Safe Return to In-Person Instruction and Continuity of Services* plan will be continuously reviewed and as appropriate, updated when there are changes to local health and safety guidelines. CDPH is expected to determine no later than November 1, 2021, whether to update mask requirements or recommendations.

Facial Coverings

Facial coverings are required for students, staff, and visitors in schools, with certain exceptions. When student programs **are not** in session, vaccinated staff and visitors on school sites are not required to wear facial coverings.

Facial coverings, when worn, should fit snugly over the nose and mouth and under the chin so there are no gaps around the sides. Masks with exhalation valves or vents, and those that use loosely woven fabrics are not recommended.

Indoor School Settings

Unless exempt, all staff, students, and visitors are required to wear facial coverings when sharing indoor spaces with students.

In Buses

Unless exempt, facial coverings are required.

Outdoor School Settings

Regardless of vaccination status, facial coverings are not required outdoors, even if physical distancing cannot be maintained. In areas of substantial to high transmission, people who are not fully vaccinated are encouraged to wear a mask in crowded outdoor settings or during activities that involve sustained close contact (including high-risk contact sports) with other people who are not fully vaccinated.

School Field Trip to Off School Campus Indoor Location

If students are participating in a school event or being supervised by school staff, face covering guidance for K-12 schools must be followed regardless of location.

Administrative Buildings Not on School Campuses

Facial covering guidance for District staff not on school campuses are governed by Cal/OSHA requirements. Vaccinated District staff while in administrative buildings are not required to wear facial coverings.

Exemptions

Staff who have a medical condition or disability that would impede them from properly wearing or handling a mask, or when it would inhibit communication with a person who is hearing impaired should contact the Division of Human Resources.

Students who have a medical condition or disability that would impede them from properly wearing or handling a mask, or when it would inhibit communication with a person who is hearing impaired can apply for a face mask exemption located on the Health Services webpage <https://www.chino.k12.ca.us/Page/48254>.

Other qualifying facial covering exemptions include:

- Those for whom a mask could obstruct breathing
- Who are unconscious or incapacitated
- Unable to remove a mask without assistance
- People for whom seeing the mouth is essential for communication: Hearing impaired, or those communicating with a person who is hearing impaired

Physical Distancing

Physical distancing requirements for staff outside of the classroom follow Cal/OSHA requirements. Schools adhere to CDPH K-12 school guidance.

Office

There are no physical distancing and barrier requirements regardless of vaccination status with the following exceptions:

- During an outbreak (3 or more employees in an exposed group), employers are required to evaluate whether physical distancing or barriers are necessary to control the transmission of COVID-19
- Physical distancing and barriers must be used in a major outbreak (20 or more employees in an exposed group) for all employees, regardless of vaccination status

Classroom

- There are no minimum physical distancing or barrier requirements regardless of vaccination status

Outdoors

- There are no minimum physical distancing or barrier requirements regardless of vaccination status

- Physical distancing will be maximized to the extent practicable while eating during mealtime

Handwashing and Respiratory Etiquette

Ensure staff, teachers, and students use proper handwashing and respiratory etiquette. Provide training and time for students to routinely wash or sanitize their hands especially during key times.

- Before and after eating
- Before and after transitions
- Before entering the classroom
- After using the restroom
- After blowing nose, coughing, or sneezing
- Before or after touching face covering

Cleaning and Maintaining Healthy Facilities

Regular cleaning procedures shall be implemented to maintain healthy facilities.

Clean high touch surface areas throughout the day

- Door handles
- Handrails
- Drinking fountains
- Sink handles
- Shared tables, desks, and chairs
- Lunch tables
- Restroom surfaces
- Playground equipment

Areas cleaned/wiped daily

- Classrooms
- Front office
- Computers and computer labs (keyboards and accessories)
- Restrooms
- Multipurpose Room
- Kitchens
- Lounges
- Light switches

Ventilation

Improve ventilation to the extent possible to increase circulation of outdoor air, and increase the delivery of clean air through layered mitigation strategies:

- Bring in as much outdoor air as possible
- Ensure heating, ventilation, and air conditioning (HVAC) settings are maximizing ventilation
- Use portable filtration systems to enhance air cleaning

Contact Tracing

The Division of Human Resources in conjunction with school administrative staff or program administrator will coordinate contact tracing procedures for employees. Health Services/School Nurse in conjunction with school administrative staff will coordinate contact tracing for students. All aspects of contract tracing are voluntary and confidential. Refer to Appendix A: Quarantine Guidelines for students and staff.

Communication Protocol for Positive Case

- Student: Notification sent to staff and school community by site administrator
- Employee: Notification sent to all staff by site administrator
- Community: Notification sent by the District to school community if school operations are impacted

Diagnostic and Screening Testing

A COVID-19 Testing Center was established by the District and the San Bernardino County of Public Health Department. The facility provides free testing by appointment only at 13445 Ramona Avenue in Chino. Appointments are made by calling (888) 634-1123 or email using the following link: [LHI.CARE/COVIDTESTING](https://lhi.care/covidtesting). The center is open Monday-Friday from 10:00 a.m. to 6:00 p.m.

Additional COVID-19 test centers can be found on the San Bernardino County Public Health website at www.sbcovid19.com or with the families' health care providers.

Employees

Passive screening should be initiated each morning prior to reporting to work for COVID-19 symptoms and any exposure to symptomatic or asymptomatic individuals with COVID-19. Employees presenting any of the following symptoms should remain at home:

- Temperature of 100 degrees F or higher
- Sore throat
- New or persistent cough (for employees with chronic cough due to allergies or asthma, a change in their cough from baseline)
- Shortness of breath or difficulty breathing (for employees with asthma, a change from their baseline breathing)
- Diarrhea or vomiting
- New onset of severe headache, especially with a fever
- Nausea
- Loss of taste or smell
- Chills
- Muscle or body aches
- Fatigue (difficulty getting out of bed)

Students

Daily screening for COVID-19 symptoms and for exposure to symptomatic or asymptomatic individuals with COVID-19 should be done each morning, prior to coming to school. Students presenting any of the symptoms should remain at home:

- Temperature of 100 degrees F or higher
- Sore throat
- New or persistent cough (for students with chronic cough due to allergies or asthma, a change in their cough from baseline)
- Shortness of breath or difficulty breathing (for students with asthma, a change from their baseline breathing)
- Diarrhea or vomiting
- New onset of severe headache, especially with a fever
- Nausea
- Loss of taste or smell
- Chills
- Muscle or body aches
- Fatigue (difficulty getting out of bed)

If the student exhibits any of the symptoms above:

- Keep at home until contacted by the health office or school nurse
- Health office staff or school nurse will follow up with parent/guardian to determine if the symptom is a symptom of a pre-existing condition or is a symptom that is suspect of COVID-19
- Student must meet the following criteria before returning to school:
 - At least 24 hours have passed since resolution of fever without the use of fever-reducing medications; and
 - Other symptoms have improved; and
 - Has had a negative PCR test for SARS-CoV-2 and provide the negative results in writing to the school nurse. Antigen and antibody tests are not accepted, OR a healthcare provider has provided documentation that the symptoms are typical of their underlying chronic condition (e.g., allergies or asthma) OR a healthcare provider has confirmed an alternative named diagnosis (e.g., Streptococcal pharyngitis, Coxsackie virus), OR at least 10 days have passed since symptom onset
- The school nurse must clear all students prior to their return to school

If the student has been exposed to symptomatic or asymptomatic individuals with COVID-19 and does not exhibit symptom(s), consider whether the student should be tested for COVID-19.

While at school, a student presenting at least one symptom suspect of COVID-19, will be sent to a waiting room with staff until parent/guardian is contacted and picks up their student from school. The health office or school nurse will contact parent to determine if the student has a documented health condition that better accounts for the presenting symptom. Otherwise, the student must follow the same procedures as

above for a student who is presenting with one or more symptoms at home that are suspect of COVID-19.

Efforts to Provide Vaccinations to School Communities

Vaccination provides one layer of prevention and protection. COVID-19 vaccination clinics were promoted and held on District facilities and with community partners for District employees and students:

Employees

- Vaccination clinics were held in the months of February and March 2021. District employees were eligible to receive both the first and second dose of the Pfizer and Moderna vaccine free of charge, and approximately 1100 employees were vaccinated.
- The following vaccination resources are available to employees through these free County resources:
 - Los Angeles County: <https://myturn.ca.gov/>
 - Riverside County: <https://www.rivcoph.org/COVID-19-Vaccine>
 - San Bernardino County: <https://sbcovid19.com/vaccine/>

Students

- San Bernardino County Department of Public Health (SBCDPH), in conjunction with the District, hosted vaccination clinics at all comprehensive high school sites in the month of June 2021. Members of the community, including children 12 years of age and older, were eligible to receive both the first and second dose of the Pfizer vaccine free of charge.
- Parent/guardians are provided with local vaccination resources that are located on the San Bernardino County Public Health Department at www.sbcovid19.com.

Continuity of Services

Students and staff will be provided a continuity of services to continue to support full time, in-person learning.

Academic

Students will receive quality first instruction on a daily basis with an emphasis on the essential standards for each grade level or course. Teachers will monitor student learning on essential standards using both formative and summative measures. The data gathered during formative and summative assessments will be used to determine whether students need to re-engage with the learning or if their learning can be extended. The additional 30 minutes of time with their teachers affords students opportunities to re-engage with key standards and skills teachers have determined are essential for students to be successful in each grade and course level.

Increased use of engagement strategies and the integration of technology across content will promote students to be more involved with their learning.

English Learners

English Learners (EL) receive support through the Structured English Immersion (SEI) program. SEI is a language acquisition program for English learners in which nearly all classroom instruction is provided in English. Through this program, English learner students receive both, Designated ELD (DELD) and Integrated ELD instruction. DELD is protected time during the regular school day when teachers focus on language skills. DELD occurs daily for a minimum of 30 minutes. Integrated ELD focuses on content with language support. EL students identified as learning disabled will be placed according to their Individualized Education Program (IEP).

Students with Disability

The Special Education Department will support the full implementation of the Individualized Educational Program (IEP) for every student who receives Special Education Services. The Special Education Department will work collaboratively with Health Services, as needed, when there is a medical concern. The continuity of services and supports will be provided through the IEP for students to access their education. The school site IEP team will hold IEP meetings as services or accommodations need to be adjusted for student's individual needs as appropriate.

Social/Emotional/Mental Health for Students

Social emotional support and services are provided for students from grades K-12 through the Multi-tiered System of Support for Behavior (MTSS-B) program. Teachers (K-8) support the social emotional growth of students through weekly Second Step lessons that focus on Growth Mindset and Goal Setting, Emotional Management Empathy and Kindness, and Problem Solving. Universal screenings are conducted two times per year for all grades K-6 students to assist in early identification of students with internalized and externalized social emotional needs. Intervention counselors for grades K-8 focus on direct instruction of coping skills for every classroom for the first 6 weeks of school.

Students presenting with more intensive needs are referred for small group or individual counseling services to address their unique needs by teachers, parents/guardians, school staff, and by self-referral. Students receiving small group and individualized services in Tier 2 and Tier 3 of the MTSS-B program receive progress monitoring throughout the 8–10 week intervention to assist the team in determining the effectiveness of the intervention. High school classroom lessons include topics such as the stages of grief and loss, staying motivated, and managing stress and anxiety. Students in grades K-12 requiring more intensive Tier 3 services are referred to a variety of intensive support programs that include CVUSD Behavioral Health Center, the Behavior Intervention Program, Chino Human Services and Chances for Change. Progress monitoring is an essential component of these intensive programs as well as collaboration with parents/guardians and school staff.

Special Education's Behavior Intervention Program (BIP) team will work collaboratively with Health Services to provide a continuum of support for all students. Special Education will support crisis intervention needs on campus following the

current CVUSD adopted procedures and protocols. Students with Special Education services will continue with the continuity of services provided through the IEP. IEP meetings can be held to address individual student's Social/Emotional/Mental Health needs with adjustment to services and/or accommodations as needed for students to access their education.

Social/Emotional/Mental Health for Staff

CVUSD employees have access to the employee assistance program resources (EAP), which provide a variety of services to address the social, emotional, and mental health needs of the staff. The program is free of charge and confidential counseling services are available 24 hours a day, 7 days a week by calling 888-625-4809. All services provided are confidential.

An additional optional free social, emotional, and mental health resource for CVUSD employees is through San Bernardino County, Behavioral Health (SBCBH). Employees can speak with a specially trained staff member with the SBCBH who will listen and provide the employee with support and behavioral health resources.

These resources are confidential and free of charge and available daily, from 7 a.m. to 10 p.m. by calling 909-421-9233 • 909-458-1517 • 760-956-2345, or via text message at 909-420-0560 • 909-535-1316 • 760-734-8093.

Information on the San Bernardino County, Behavioral Health resource can be found at this link: <https://wp.sbcounty.gov/dbh/wp-content/uploads/2020/03/Feeling-worried-over-the-coronavirus.pdf>

Nutrition

A successful nutrition program is a key component to the CVUSD educational environment. Nutritious school meals protect the most vulnerable children against hunger while boosting learning and helping students grow academically.

For the 2021/2022 school year, Nutrition Services will offer school meals at no cost to all students regardless of meal eligibility. Breakfast meals will be offered in-person at all participating sites for 30 minutes before school instruction. Lunch meals will be offered in-person to students during their designated lunch period. All meals will continue to be served with safety as a priority for CVUSD students and staff consistent with school operational guidelines for food service and school meals. Current sanitation practices will be more frequent and will include surfaces frequently touched by students.

School Closure Determination

School or LEA closure will be handled in consultation with San Bernardino County Department of Public Health following given CDPH criteria at the time of recommended closure.

In the event that a school or LEA closure is warranted, the LEA will ensure the continuity of services by shifting to the distance learning model. Communication to families and

staff will provide information with the process and information for the continuity of services.

Coordination with State and Local Health Officials

CVUSD adheres to all current prevention and mitigation strategies outlined for schools. There is collaboration with state and local health departments when investigating cases and exposures to COVID-19.

Visitors/Volunteers/External Groups

Visitors, volunteers, and external groups during the school day will be limited to essential functions only. These individuals may work directly with students on activities related to instruction upon proof of vaccination status or verification of a negative test within a week of the activity to school administration.

Outside Facility Use

Outside user group requests for the use of District facilities will be limited to outdoor requests only. All requests are subject to District approval.

Appendix A

Quarantine Guidelines

Students			
Vaccination Status	Masks Worn?	Indoors or Outdoors	Recommendation
Fully Vaccinated	Yes	Indoors	No quarantine, monitor for symptoms for 14 days
Fully Vaccinated	No	Indoors	No quarantine, monitor for symptoms for 14 days
Fully Vaccinated	Yes	Outdoors	No quarantine, monitor for symptoms for 14 days
Fully Vaccinated	No	Outdoors	No quarantine, monitor for symptoms for 14 days
Unvaccinated	Yes	Indoors	<p>Modified 10-day quarantine, may continue with in-person instruction if they:</p> <ol style="list-style-type: none"> 1. Are asymptomatic; 2. Continue to appropriately mask, as required; 3. Undergo at least twice weekly testing during the 10-day quarantine; and 4. Continue to quarantine for all extracurricular activities at school, including sports during the 10-day quarantine
Unvaccinated	No	Indoors	<p>For those contacts that remain asymptomatic, they may discontinue self-quarantine under the following conditions:</p> <ol style="list-style-type: none"> 1. Quarantine can end after Day 10 from the date of last exposure without testing; OR 2. Quarantine can end after Day 7 if a diagnostic specimen is collected after Day 5 from the date of last exposure and tests negative. <p>They still must continue daily self-monitoring for symptoms through Day 14 from last known exposure; AND follow all recommended non-pharmaceutical interventions (e.g., wearing a mask when around others, hand washing, avoiding crowds) through Day 14 from last known exposure. If symptoms develop – immediately isolate and get tested.</p>
Unvaccinated	Yes	Outdoors	<p>Modified 10-day quarantine, may continue with in-person instruction if they:</p> <ol style="list-style-type: none"> 1. Are asymptomatic; 2. Continue to appropriately mask, as required; 3. Undergo at least twice weekly testing during the 10-day quarantine; and Continue to quarantine for all extracurricular activities at school, including sports

Unvaccinated	No	Outdoors	<p>For those contacts that remain asymptomatic, they may discontinue self-quarantine under the following conditions:</p> <ol style="list-style-type: none"> 1. Quarantine can end after Day 10 from the date of last exposure without testing; OR 2. Quarantine can end after Day 7 if a diagnostic specimen is collected after Day 5 from the date of last exposure and tests negative.
			<p>They still must continue daily self-monitoring for symptoms through Day 14 from last known exposure; AND follow all recommended non-pharmaceutical interventions (e.g., wearing a mask when around others, hand washing, avoiding crowds) through Day 14 from last known exposure. If symptoms develop – immediately isolate and get tested.</p>

Staff			
Vaccination Status	Masks Worn?	Indoors or Outdoors	Recommendation
Fully Vaccinated	Yes	Indoors	No quarantine, monitor for symptoms for 14 days
Fully Vaccinated	No	Indoors	No quarantine, monitor for symptoms for 14 days
Fully Vaccinated	Yes	Outdoors	No quarantine, monitor for symptoms for 14 days
Fully Vaccinated	No	Outdoors	No quarantine, monitor for symptoms for 14 days
Unvaccinated	Yes	Indoors	<p>For those contacts that remain asymptomatic, they may discontinue self-quarantine under the following conditions:</p> <ol style="list-style-type: none"> 1. Quarantine can end after Day 10 from the date of last exposure without testing; OR 2. Quarantine can end after Day 7 if a diagnostic specimen is collected after Day 5 from the date of last exposure and tests negative. <p>They still must continue daily self-monitoring for symptoms through Day 14 from last known exposure; AND follow all recommended non-pharmaceutical interventions (e.g., wearing a mask when around others, hand washing, avoiding crowds) through Day 14 from last known exposure. If symptoms develop – immediately isolate and get tested.</p>
Unvaccinated	No	Indoors	<p>For those contacts that remain asymptomatic, they may discontinue self-quarantine under the following conditions:</p> <ol style="list-style-type: none"> 1. Quarantine can end after Day 10 from the date of last exposure without testing; OR 2. Quarantine can end after Day 7 if a diagnostic specimen is collected after Day 5 from the

			<p>date of last exposure and tests negative. They still must continue daily self-monitoring for symptoms through Day 14 from last known exposure; AND follow all recommended non-pharmaceutical interventions (e.g., wearing a mask when around others, hand washing, avoiding crowds) through Day 14 from last known exposure. If symptoms develop – immediately isolate and get tested.</p>
Unvaccinated	Yes	Outdoors	<p>For those contacts that remain asymptomatic, they may discontinue self-quarantine under the following conditions:</p>
			<ol style="list-style-type: none"> 1. Quarantine can end after Day 10 from the date of last exposure without testing; OR 2. Quarantine can end after Day 7 if a diagnostic specimen is collected after Day 5 from the date of last exposure and tests negative. <p>They still must continue daily self-monitoring for symptoms through Day 14 from last known exposure; AND follow all recommended non-pharmaceutical interventions (e.g., wearing a mask when around others, hand washing, avoiding crowds) through Day 14 from last known exposure. If symptoms develop – immediately isolate and get tested.</p>
Unvaccinated	No	Outdoors	<p>For those contacts that remain asymptomatic, they may discontinue self-quarantine under the following conditions:</p> <ol style="list-style-type: none"> 1. Quarantine can end after Day 10 from the date of last exposure without testing; OR 2. Quarantine can end after Day 7 if a diagnostic specimen is collected after Day 5 from the date of last exposure and tests negative. <p>They still must continue daily self-monitoring for symptoms through Day 14 from last known exposure; AND follow all recommended non-pharmaceutical interventions (e.g., wearing a mask when around others, hand washing, avoiding crowds) through Day 14 from last known exposure. If symptoms develop – immediately isolate and get tested.</p>

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: August 19, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: RESOLUTION 2021/2022-08 EDUCATIONAL SPECIFICATIONS – PRESERVE SCHOOL #2

=====

BACKGROUND

In preparation for the construction of Preserve School #2 and as required by the California Department of Education, Educational Specifications were prepared by PBK-WLC Architects in collaboration with the District's departments of Curriculum, Instruction, Innovation, and Support; and Facilities, Planning, and Operations; as well as the Maintenance and Operations Department. This document is intended to serve as a bridge between the educators and the school designers to ensure that the District's newest school will provide functional spaces that not only support but enhance and augment instruction and education.

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2021/2022-08 Educational Specifications - Preserve School #2.

FISCAL IMPACT

None.

NE:GJS:pw

**Chino Valley Unified School District
Resolution 2021/2022-08
Educational Specifications – Preserve School #2**

WHEREAS, the Chino Valley Unified School District's ("District") building inventory consists of over thirty-five school sites, including administrative support facilities; and

WHEREAS, the Board of Education is committed to the development of the Chino Valley Unified School District's facilities, quality educational programs and student achievement; and

WHEREAS, in preparation for the construction of Preserve School #2 and as required by the California Department of Education, Educational Specifications were prepared by PBK-WLC Architects in collaboration with the District's Divisions of Curriculum, Instruction, Innovation and Support and Facilities Planning and Operations, as well as the Maintenance and Operations Department; and

WHEREAS, the Educational Specifications meet the recommendations and requirements of Title 5, California Code of Regulations Section 14030(a); and

WHEREAS, the Educational Specifications include relevant programmatic features that impact classroom design, such as instructional technology innovations and Science, Technology, Engineering, Art and Math ("STEAM"); and

WHEREAS, school districts that participate in the State School Building Program are required to submit Board approved Educational Specifications to the California Department of Education as a condition of Final Plan/Site Approval; and

WHEREAS, the Chino Valley Unified School District is actively participating in the State School Building Program; and

WHEREAS, the Chino Valley Unified School District 's Educational Specifications will be incorporated into the District's 2016 Facilities Master Plan;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Chino Valley Unified School District as follows:

Section 1. That the above recitals are true and correct.

Section 2. That the Board approve and adopt the Chino Valley Unified School District's Educational Specifications as a part of the 2016 Facilities Master Plan.

Section 3. That the Board of Education encourages staff to explore and to test pilot new materials, equipment, and systems for inclusion into the standards as appropriate to ensure best practices and current materials and methods are adopted and utilized.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 19th day of August 2021 by the following vote:

Bridge	_____
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



EDUCATIONAL SPECIFICATIONS:

The Preserve School #2

Chino Valley Unified School District

Educational Specifications:

This Educational Specification is intended to serve as a bridge between the Chino Valley Unified School District's educators and the school designers so the District's newest K8 school will provide functional spaces that not only support but enhance and augment instruction. This document was prepared collaboratively with the District's Divisions of Curriculum, Instruction, Innovation & Support and Facilities Planning & Operations, as well as the Maintenance & Operations Department, along with support from the District's Architect.

Overall Design:

The Chino Valley Unified School District has traditionally provided elementary schools that are designed with permanent core facilities that can house approximately 900 students in grades Kindergarten through 6th Grade and junior high schools housing approximately 1000 students in Grades 7 and 8. These are neighborhood-based schools, with no magnet or themed curriculum. The school's special education students are likewise drawn from the surrounding neighborhood.

The new Preserve school will be located in the southeast corner of the District and is designed to house approximately 1,200 students on a multi-track year-round schedule.

The District prefers an indoor/outdoor school design with pod-like buildings clustered around a central outdoor gathering space. This basic layout promotes instructional collaboration, enhances security, and conserves energy.

Exterior Site Layout:

While this Educational Specification is not a site acquisition document, the District knows that a rectangularly shaped, relatively level parcel is ideal, with either one or two adjacent streets. The overall, net site acreage should comply with State standards based on the anticipated student population.

The school's site layout should have a clear front door that can be easily located and accessed by outside visitors. To promote and maintain security, limited and controlled site access should be provided during school hours. The site should be fenced with special care taken to secure the playground from outside access.

The school's site layout should include ample space for student drop-off/pick-up in front of the school. While the District understands that it is challenging to accommodate everyone at one time, special care should be taken to provide significant automobile queuing space. Parking should be provided for both visitors and staff with a preference for a separate staff parking lot located so that it does not create traffic conflicts with the drop-off lane.

The Chino Valley Unified School District currently provides limited bus service to its neighborhood elementary schools therefore a separate and distinct bus lane must be provided to avoid conflicts with parent and visitor traffic.

The site layout should consider the need for students to access the site both on foot and by bicycle. The site design should consider a safe-route-to-school plan which includes off-site, ADA accessible sidewalks connecting to a neighborhood sidewalk system. The site layout should provide a secure, bicycle storage area that can be easily supervised near the front of the school.

The site design should consider ease of delivery access to the Food Service area. Meal preparation items will be prepared off site with only limited preparation in the on-site kitchen. Food commodities will be delivered from a central distribution location, so the site design should allow for delivery truck access. Likewise, there should be easy access to the waste disposal area, but the layout should consider odors and ease of access for waste disposal trucks without forcing a breach of the school's secure perimeter.

The Kindergarten wing entry should be located near the drop-off lanes so that it reduces the conflict and distraction with other site functions.

Playgrounds should include both hardscape and softscape play areas. The District recommends that the main hardscape be separated into age-appropriate areas while maintaining an open layout that promotes supervision by a limited number of staff. The playground should be easily accessible from the outdoor lunch area and MPR for use during recess. The District is interested in enhancing wellness and life-long physical fitness and if possible, a walking/jogging trail should be provided around the playfield.

Age-appropriate play structures should be provided at each of the three main hardscape areas including the kindergarten playground. District standards should be consulted for the specific play structure designs considering instructional purposes and risk management.

Main Office:

The school's Main Office should be centrally located to the campus, and easily accessible from the street, drop off lane and visitor parking. The Main Office serves as the initial security checkpoint for the campus. Once the school day starts, the Main Office is the only place where visitors will enter the school. The Main Office layout should promote a team approach to school administration with offices and workstations designed to be open and welcoming. The Health Office should allow for secondary supervision by the clerical staff and be close to front door for easy parent pick-up. A large conference room

will be required for IEP meetings and other administrative functions. If possible, the principal's, or another site administrator's office should have direct visual access to the front of the school and the central courtyard.

Library/Media Center:

The school's Library/Media Center should be centrally located to the campus and near an exterior entry so that it can be used both before and after school for independent study. It would be ideal if the library could be used after hours with only limited access to the remainder of the school's interior. The library design should be an open plan thereby promoting a more flexible environment able to adapt to future technologies and trends in information management. While the Library's main purpose will be to access literature in print format, it is also understood that the future trend is towards digital media for both research and recreational reading. A significantly robust connection to the District's network is imperative for the Media Center.

Multi-Purpose/Food Service:

The school's MPR/Food Service should be centrally located to the campus and near an exterior entry so that it can be used before and after school hours. It would be ideal if the MPR could be used after hours with only limited access to the remainder of the school's interior. The MPR should be adjacent to the exterior lunch patio for use during lunch and recess. The Food Service component will be a fully functional warming kitchen. The MPR should be open and flexible in design so that it can be truly 'multi-purpose'. A raised, but ADA accessible, platform or stage should be provided for small scale performances and should be supported by limited stage lighting, sound amplification and curtains. A lockable Storage Room should be provided for tables and chairs. Likewise, a lockable Audio-Visual Room for secure storage of sound and lighting equipment would be a functional asset.

Public Restrooms should be located adjacent to the MPR for use in support of both during and after-school functions without disrupting the instructional programs or requiring visitors to 'mingle' with the student population.

PE Locker Rooms:

The school's PE Locker Rooms should be centrally located near paved courts/hardscape and field areas for junior high PE instruction and activities. The Locker Room component should provide enough student lockers so that all 7th and 8th grade students are assigned a dedicated locker. The Locker Room area should also have internal, dedicated Student Restrooms and Coaches' Offices. The Offices should have supervision windows looking directly into the Locker Rooms. Storage should be provided for PE Equipment and if possible, with different rooms for exterior and interior equipment. Likewise, a lockable Audio-Visual Room for secure storage of sound and lighting equipment would be a functional asset.

Classrooms:

The schools' elementary and junior high school classrooms should be separated into a minimum of two distinct wings so that the elementary and junior high grades can be distinguished from the younger primary grade level students. In general, the District prefers a rectangular classroom configuration with ample in-classroom storage. For this K8 school design CVUSD will be implementing a Collaboration Cluster model for each two-grade level grouping. The cluster format is intended to promote more flexibility in instructor-student, and student-student groupings. Each cluster will have direct access to restrooms, and to an adjacent exterior patio.

The goal is to provide flexible space that can adapt to changes in educational philosophy throughout the years. For example, the current progression towards project-based learning should be accommodated, however a reverse pendulum swing back towards individual classrooms should also be possible without having to plan for significant construction or remodel. The classrooms should all have access to natural light and be acoustically separated from adjacent spaces. The classrooms should be outfitted with the appropriate level of technology in keeping with the District standards to provide state-of-the-art hardware/software at the teacher's station, the instructional 'board' along with flexibility of access to the student's desktop.

The Collaboration Center is understood borrow a small amount of square footage from each of the surrounding classrooms. This space will take the place of the traditional 'wet area' normally housed inside the classrooms themselves. Each Center therefore should be outfitted with sinks, storage cabinets, instructional writing surfaces and access to technology.

Elective Labs:

To take advantage of the K8 grade span, the school will include a Science/STEAM Center. This Center should be located immediately adjacent to the main classroom wings and central to the campus, but not internal to either wing so that students or various ages can access the labs without feeling like they are breaching the territory of either younger or older students. Each lab should be appropriately outfitted with cabinetry and utilities to support a STEAM and Science curriculum, and if possible, each lab should have direct access to an exterior instructional/experiment patio. The patio should also be outfitted with water and power.

Kindergarten:

The school's Kindergarten Classrooms should be separated from the elementary and junior high classrooms and have access to a dedicated entry for parent access during mid-day pick up and drop off. Kindergarten Classrooms will be larger than the school's standard classrooms and again be rectangular in shape to provide 'centers' for reading, group instruction, art projects and traditional desktop instruction with ample in-classroom storage and plenty of display space for student projects. Each Kindergarten Classroom should have direct access to internal student restrooms, and to a dedicated, and secure

outdoor play area. These spaces should all have access to natural light and be acoustically separated from adjacent spaces. The Kindergarten Classrooms should be outfitted with the appropriate level of technology in keeping with the District standards to provide state-of-the-art hardware/software at the teacher's station, the instructional 'board' and flexibility of access at the student's desktop.

Special Education Classrooms:

The school's Special Education Classrooms will be integrated throughout the school, not separated into a specific area. The school will be designed with spaces to support an appropriate learning environment for instructionally challenged students. For the remainder of the space criteria reference the 'standard' Classroom description above.

Restrooms:

The school's Student Restrooms should be centrally located within each 'wing' thereby reducing travel time from the classrooms. At least one set of Student Restrooms should be provided with direct access off the playground.

The school's Staff Restrooms should also be located within each 'wing' as well as within the Food Service and Main Office areas. Special care should be taken in the design/location of the Staff Restrooms so that privacy is promoted.

Refer to the MPR description above for notes on visitor accessible restrooms.

Sustainable Design:

The Chino Valley Unified School District is interested in promoting sustainable design in a cost-effective approach that relies on best practices for long lasting, low maintenance material and system selections. The District promotes an indoor/outdoor campus layout as it reduces exterior surface area and therefore energy consumption. Current technologies should be considered like LED lighting with daylight harvesting, and an Energy Management System to control lighting, HVAC, and other systems. Low flow plumbing fixtures are a District standard. And wherever possible the CVUSD looks to provide low VOC materials such as natural linoleum flooring, low VOC Paints, and adhesives along with a reduction in the use of glue down carpet to promote better indoor air quality. Natural light should be provided to as many spaces as possible/practical in the design. Sound insulation should be provided between all interior rooms to promote a quieter instructional environment.

21st Century Learning:

The Chino Valley Unified School District is interested in promoting instructional settings that enhance group instruction, and project-based learning with easy access to current technology. That instructional technology should be flexible and wherever possible untethered to walls or restricted by power/data access. Instructional spaces should not be overly pre-scripted in their shape or design. The goal is to have open, flexible instructional environments easily adaptable to the varying learning styles and project types dictated by future trends and requirements.

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
July 15, 2021

MINUTES

I. OPENING BUSINESS

I.A. CALL TO ORDER – 5:15 P.M.

1. Roll Call

President Schaffer called to order the regular meeting of the Board of Education, Thursday, July 15, 2021, at 5:15 p.m. with Bridge, Cruz, Gagnier, Na, and Schaffer present.

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, and Operations

2. Public Comment on Closed Session Items

None.

3. Closed Session

President Schaffer adjourned to closed session at 5:15 p.m. regarding conference with legal counsel anticipated litigation (one possible case); conference with labor negotiators: A.C.T. and CSEA; public employee discipline/dismissal/release; public employee appointment: director, access and equity; elementary school principal; elementary school assistant principals; junior high school assistant principals; high school assistant principals; and public employee performance evaluation: Superintendent.

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

1. Report Closed Session Action

President Schaffer reconvened the regular meeting of the Board of Education at 6:00 p.m. with Bridge, Cruz, Gagnier, Na, and Schaffer present. The meeting was streamed live on YouTube. The Board met in closed session from 5:15 p.m. to 5:57 p.m. regarding conference with legal counsel anticipated litigation (one possible case); public employee

discipline/dismissal/release; public employee appointment: director, access and equity; elementary school assistant principals; and high school assistant principals; and public employee performance evaluation: Superintendent. By a unanimous vote of 5-0 with Bridge, Cruz, Gagnier, Na, and Schaffer voting yes, appointed: Jacqueline Jenkins as assistant principal of Borba ES effective July 19, 2021; Cletus Ganschow as assistant principal of Chino Hills HS effective July 19, 2021; Samantha Han as principal of Liberty ES effective July 16, 2021; Christine Wilson as principal of Wickman ES effective July 16, 2021; and Stacy Ayers-Escarcega as Director, Access & Equity effective July 16, 2021. No further action was taken that required public disclosure.

2. Pledge of Allegiance

Led by Board member Christina Gagnier.

I.C. STAFF REPORT

1. Measure G Update

Due to technical difficulties, this item was not presented.

I.D. COMMENTS FROM EMPLOYEE REPRESENTATIVES

Molly Large, Ed.D., CHAMP, extended a congratulations and welcome to newly appointed administrators; expressed appreciation to the numerous classified staff who worked all summer to prepare for the coming school year; and encouraged parents to visit the District website to read about school emergency relief funds and provide input.

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

The following individuals addressed the Board: Jose Hernandez regarding the Omnitrans Free Fares for School program; Tricia Cauley, Richard Wales, Darice De Guzman, Kelly Allen, Caity Martinez, regarding funding; Sonia Singh and Sonja Shaw regarding Board accountability and putting students first; Erica Moreno regarding an unresolved complaint; Jill Burlingame regarding parent survey; Kristi Hirst in favor of masks for students; and Casandra Sanchez, Nichole Babel, and opposing mandatory masks for students.

I.F. CHANGES AND DELETIONS

None.

II. ACTION**II.A. ADMINISTRATION****II.A.1. Presentation Followed by Public Hearing Regarding the Transition to By-Trustee Area Elections and Four Proposed Trustee Area Maps**

Prior to the public hearing, Larry Ferchaw, Cooperative Strategies, provided an overview regarding the legal process, and timelines associated with the transition to by-trustee area elections. President Schaffer opened the public hearing regarding the transition to by-trustee area elections and four proposed trustee area maps at 7:00 p.m. There were no speakers, and the hearing was closed at 7:00 p.m.

II.B. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT**II.B.1. Application for Funding Consolidated Application for the 2021/2022 School Year**

Moved (Na) seconded (Gagnier) carried unanimously (5-0) to approve the Application for Funding Consolidated Application for the 2021/2022 school year.

II.C. FACILITIES, PLANNING, AND OPERATIONS**II.C.1. Approval of Purchase and Sale Agreement, and Joint Escrow Instructions for the Purchase of Land for Preserve School #2**

Moved (Gagnier) seconded (Na) carried unanimously (5-0) to approve the Purchase and Sale Agreement, and Joint Escrow Instructions for the Purchase of Land for Preserve School #2.

II.D. HUMAN RESOURCES**II.D.1. Compensation Increase for Administrative Substitute Services**

Moved (Na) seconded (Gagnier) carried unanimously (5-0) to approve the compensation increase for substitute services for administrative employees.

III. CONSENT

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

III.A. ADMINISTRATION

III.A.1. Minutes of the June 17, 2021 Regular Meeting

Approved the minutes of the June 17, 2021 regular meeting.

III.A.2. Revision of Bylaws of the Board 9150—Student Board Members

Approved the revision of Bylaws of the Board 9150—Student Board Members.

III.B. BUSINESS SERVICES

III.B.1. Warrant Register

Approved/ratified the warrant register.

III.B.2. 2021/2022 Applications to Operate Fundraising Activities and Other Activities for the Benefit of Students

Approved/ratified the 2021/2022 applications to operate fundraising and other activities for the benefit of students.

III.B.3. Fundraising Activities

Approved/ratified the fundraising activities.

III.B.4. Donations

Accepted the donations.

III.B.5. Legal Services

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

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

III.C.1. School-Sponsored Trips

Approved/ratified the following school-sponsored trips for Butterfield Ranch ES; Country Springs ES; Liberty ES; Litel ES; Rhodes ES; Rolling Ridge ES; and Chino Hills HS.

III.C.2. 2021/2022 Expulsion Hearing Administrative Panel

Approved the 2021/2022 Expulsion Hearing Administrative Panel.

III.D. FACILITIES, PLANNING, AND OPERATIONS

III.D.1. Purchase Order Register

Approved/ratified the purchase order register.

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

Approved/ratified the Agreements for Contractor/Consultant Services.

III.D.3. Surplus/Obsolete Property

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

- III.D.4. Resolutions 2021/2022-01, 2021/2022-02, 2021/2022-03, 2021/2022-04, and 2021/2022-05 for Authorization to Utilize Piggyback Contracts**
Adopted Resolutions 2021/2022-01, 2021/2022-02, 2021/2022-03, 2021/2022-04, and 2021/2022-05 for Authorization to Utilize Piggyback Contracts.
- III.D.5. Change Order and Notice of Completion for CUPCCAA Projects**
Approved the Change Order and Notice of Completion for CUPCCAA Projects.
- III.D.6. Bid 20-21-09F, Chino HS Reconstruction—Offsite Improvements**
Awarded Bid 20-21-09F, Chino HS Reconstruction—Offsite Improvements to Moreno Valley Construction dba M.V.C. Enterprises, Inc., and RC Construction Services, Inc.
- III.D.7. Bid 20-21-16F, District White Fleet Security Vehicles**
Awarded Bid 20-21-16F, District White Fleet Security Vehicles to Penske Chevrolet, Cerritos.
- III.D.8. Bid 21-22-01F, District-Wide Asphalt Repairs**
Awarded Bid 21-22-01F, District-wide Asphalt Repairs to Premier Paving, Inc.
- III.D.9. Bid 21-22-02F, Townsend JHS Slope Renovation—Landscaping**
Awarded Bid 21-22-02F, Townsend JHS Slope Renovation—Landscaping to Conserve LandCare.
- III.D.10. Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 1)**
Approved the Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, H (BP 1).
- III.D.11. Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 2)**
Approved the Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 2).
- III.D.12. Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 3)**
Approved the Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 3).
- III.D.13. Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 4)**
Approved the Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 4).

- III.D.14. Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 5)**
Approved the Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 5).
- III.D.15. Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 6)**
Approved the Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 6).
- III.D.16. Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 7)**
Approved the Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 7).
- III.D.17. Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 8)**
Approved the Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 8).
- III.D.18. Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 9)**
Approved the Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 9).
- III.D.19. Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 10)**
Approved the Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 10).
- III.D.20. Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 11)**
Approved the Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 11).
- III.D.21. Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 12)**
Approved the Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 12).
- III.D.22. Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 13)**
Approved the Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 13).

III.D.23. Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 14)

Approved the Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 14).

III.D.24. Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 15)

Approved the Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 15).

III.D.25. Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 16)

Approved the Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 16).

III.D.26. Notice of Completion for Bid 20-21-07F, Alternative Education Center and Don Lugo HS Asphalt Replacement

Approved the Notice of Completion for Bid 20-21-07F, Alternative Education Center and Don Lugo HS Asphalt Replacement.

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

Approved/ratified the certificated/classified personnel items.

III.E.2. Revision to the McKinney Vento Grant Program Manager Job Description

Approved the revision to the McKinney Vento Grant Program Manager job description.

III.E.3. Memorandum of Understanding for Tuition Discount with California Baptist University

Approved the memorandum of understanding for tuition discount with California Baptist University.

IV. INFORMATION

IV.A. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT**IV.A.1. 2020/2021 Second Semester Student Expulsion Report**

Received for information the 2020/2021 Second Semester Expulsion Report.

IV.A.2. Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for April Through June 2021

Received for information the Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for April through June 2021.

IV.B. FACILITIES, PLANNING, AND OPERATIONS

IV.B.1. Annual Report Per Board Policy 3470 Debt Issuance and Management

Received for information the annual report required per Board Policy 3470 Debt Issuance and Management.

IV.B.2. Revision of Administrative Regulation 7211 Facilities—Developer Fees

Received for information the revision of Administrative Regulation 7211 Facilities—Developer Fees.

V. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

Andrew Cruz requested two agenda items: bingo fundraising and options for 30 (additional) minutes to school day; spoke about mandating students to wear face masks, his research on the vaccine, and the impact of the vaccine on people; and spoke about recalling Board members.

James Na congratulated Preserve school parents for attending the meeting; acknowledged a handout provided by parent Kelly Allen, and comments made by other speakers; said he supports revisiting the issue of the additional daily 30 minutes instruction; and encouraged parents to get involved with school site council and support K through 12 students.

Don Bridge spoke about his activities as liaison to the city of Chino Hills and Chino Valley Fire District; congratulated the city of Chino Hills for its Independence Day event; congratulated the city of Chino for its fireworks show; recognized the accomplishments of several Chino Valley USD student athletes; and said high school football schedules are out.

Christina Gagnier thanked speakers for coming to address the Board on issues of concern; thanked Chino Hills HS student Casandra Sanchez for her comments; said she has received many emails regarding the new CDPH guidelines from many students at all levels and encouraged them to continue communicating; and announced Chino Valley Chamber of Commerce's first in person event scheduled for July 21 at 5:30 p.m. at Los Portales Restaurant in Chino.

Superintendent Enfield made no comments.

President Schaffer said Concerts in the Park are back on Wednesday nights at Veteran's Park and to check the city website for scheduling; thanked the Chino Valley Fire District and their homeland security group for their donation of over 272 first aid kits that were delivered throughout various District sites; and spoke about the passing of former city of Chino Councilmember Mark Hargrove; and asked Dr. Enfield to start the process of looking into something to honor Mr. Hargrove at the Chino HS campus.

VI. ADJOURNMENT

President Schaffer adjourned the regular meeting of the Board of Education at 7:30 p.m.

Joe Schaffer, President

Donald L. Bridge, Clerk

Recorded by Patricia Kaylor, Administrative Secretary, Board of Education

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: August 19, 2021
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 designated payment of expenses of the District. 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

\$20,739,873.04 to all District funding sources.

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: August 19, 2021

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: 2021/2022 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 2021/2022 applications to operate fundraising activities and other activities for the benefit of students.

FISCAL IMPACT

None.

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT
August 19, 2021

**2021/2022 AUTHORIZATION TO OPERATE FUNDRAISING ACTIVITIES
AND OTHER ACTIVITIES FOR THE BENEFIT OF STUDENTS**

<u>School</u>	<u>Organization</u>
Hidden Trails ES	PTA
Liberty ES	PTO
Wickman ES	PTO
Cal Aero K-8	Preserve Flight Crew
Townsend JHS	Music Boosters
Ayala HS	Spirit Boosters

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: August 19, 2021

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. All on-campus fundraising activities are subject to CVUSD reopening guidelines.

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:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT
August 19, 2021

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Butterfield Ranch ES</u>		
PTA	Yogurtland Dinner Night	9/22/21
PTA	APEX Fall Fun Run	10/4/21 - 10/15/21
PTA	Scholastic Book Fair	10/25/21 - 10/29/21
<u>Chaparral ES</u>		
PTO	Spirit Wear Sales	8/20/21 - 5/26/22
<u>Hidden Trails ES</u>		
PTA	Spirit Wear Sales	8/20/21 - 8/31/21
PTA	Membership Drive	8/20/21 - 5/28/22
PTA	Chipotle Dine Out	8/21/21
<u>Liberty ES</u>		
PFA	Membership Drive	8/20/21 - 9/1/21
PFA	T-Shirt Sales	8/20/21 - 5/27/22
PFA	Family Dine Outs	8/20/21 - 5/27/22
PFA	Kona Ice	8/20/21 - 5/31/22
PFA	Juice it Up	8/20/21 - 5/31/22
<u>Marshall ES</u>		
PTO	Chuck E. Cheese Dine Out	8/24/21
PTO	Chipotle Dine Out	9/20/21
<u>Rolling Ridge ES</u>		
PTA	Membership Drive	8/23/21 - 5/27/22
PTA	Marquee Birthday Wishes	8/23/21 - 5/27/22
PTA	Spirit Wear Sales	8/23/21 - 5/27/22
PTA	AmazonSmile.com	8/23/21 - 5/27/22
PTA	Pacific Sales Fall Fundraiser	8/23/21 - 5/27/22
PTA	Chino Hills Pizza Company Take Out	8/25/21
PTA	Fall Catalog Sales	8/26/21 - 9/16/21
PTA	Fall Scholastic Book Fair	9/27/21 - 10/1/21
PTA	Family Fun Night	10/22/21
PTA	Holiday Boutique	11/30/21 - 12/2/21
PTA	APEX Fun Run Pledge Drive	3/1/22 - 3/25/22
PTA	Spring Scholastic Book Fair	4/25/22 - 4/29/22

CHINO VALLEY UNIFIED SCHOOL DISTRICT
August 19, 2021

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Wickman ES</u>		
PTO	Membership Drive	8/20/21 - 9/10/21
PTO	Marquee Birthday Wishes	8/20/21 - 5/26/22
PTO	Spirit Wear Sales	8/20/21 - 6/30/22
PTO	Movie Night	9/10/21
PTO	Walk-A-Thon	10/18/21 - 11/2/21
PTO	Holiday Boutique	11/29/21 - 12/3/21
PTO	Movie Night	12/3/21
PTO	Movie Night	2/4/22
PTO	Read-A-Thon	2/18/22 - 3/11/22
PTO	Harkins Summer Movie Fun Tickets	2/21/22
PTO	Book and Art Fair	5/16/22 - 5/20/22
<u>Cal Aero K-8</u>		
Preserve Flight Crew	Membership Drive	8/20/21 - 6/30/22
Preserve Flight Crew	Spirit Wear Sales	8/20/21 - 6/30/22
Preserve Flight Crew	Family Dine Outs	8/20/21 - 6/30/22
<u>Townsend JHS</u>		
PTSA	Membership Drive	8/20/21 - 6/30/22
PTSA	Sponsorships	8/20/21 - 6/30/22
PTSA	Spirit Wear Sales	8/20/21 - 6/30/22
PTSA	Snack Shack Sales	8/30/21 - 6/30/22
<u>Ayala HS</u>		
Spirit Boosters	Chipotle Mexican Grill	8/20/21 - 6/1/22
Spirit Boosters	Kona Ice	8/20/21 - 6/1/22
Spirit Boosters	Yogurtland	8/20/21 - 6/1/22
Spirit Boosters	Chino Hills Pizza Company	8/20/21 - 6/1/22
ASB - Competitive Cheer	School Spirit Hype Socks	8/20/21 - 6/30/22
Spirit Boosters	Jr. Cheer Camp	8/21/21
<u>Chino HS</u>		
ASB - AP Club	Pizza & Soda Sales	8/20/21 - 6/1/22
Sports Boosters - Volleyball	Fan Cloth	9/3/21
Sports Boosters - Volleyball	Serve-A-Thon	9/6/21
ASB - Christians on Campus	Chick-fil-A	9/7/21 - 9/10/21
Sports Boosters - Volleyball	Chipotle Mexican Grill	9/13/21

CHINO VALLEY UNIFIED SCHOOL DISTRICT
August 19, 2021

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Chino HS (cont.)</u>		
ASB - AP Club	Pizza & Soda Sales	10/4/21 - 10/8/21
ASB - Key Club	Barnes & Noble	12/6/21 - 12/12/21
ASB - Christians on Campus	Chick-fil-A	1/31/22 - 2/4/22
ASB - Key Club	Barnes & Noble	3/21/22 - 3/25/22
ASB - Class of 2024	Spring Basket Sales	4/4/22 - 5/2/22
<u>Chino Hills HS</u>		
Music Boosters	Chipotle Night	8/20/21 - 8/31/21
Music Boosters	Yogurtland	8/20/21 - 8/31/21
Music Boosters	Dog Haus Family Night	8/20/21 - 8/31/21
ASB - General	Homecoming Dance Tickets	8/20/21 - 9/11/21
ASB - Class of 2022	Adopt the Class of 2022	8/20/21 - 5/1/22
ASB - Class of 2023	Adopt the Class of 2023	8/20/21 - 5/1/22
ASB - Class of 2024	Adopt the Class of 2024	8/20/21 - 5/1/22
ASB - Class of 2025	Adopt the Class of 2025	8/20/21 - 5/1/22
ASB - General	Card Sales	8/20/21 - 5/1/22
ASB - General	Student Parking Passes	8/20/21 - 5/1/22
ASB - General	PE Clothes	8/20/21 - 5/1/22
Music Boosters	Newspapers	8/20/21 - 5/31/22
Music Boosters	Spirit Wear Sales	8/20/21 - 5/31/22
Music Boosters	Shop with Scrips	8/20/21 - 5/31/22

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: August 19, 2021
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:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT
August 19, 2021

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<u>Assessment & Instructional Technology</u>		
Digital Promise Global 1	Support for Edcamp	\$200.00
<u>HOPE Program/Care Closet</u>		
Released Time Christian Education	Gift Cards	\$500.00
<u>Special Education</u>		
Supply Master	Keyboard with Wireless Mouse (4)	\$120.00
School Specialty	200 Goodie Bags	\$1,800.00
Morten Riegg	Gift Cards	\$145.00
<u>Cal Aero K-8</u>		
Charities Aid Foundation of America	Cash	\$1,000.00

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: August 19, 2021

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	MONTHS	INVOICE AMOUNTS	2020/2021 YEAR-TO-DATE
Atkinson, Andelson, Loya, Ruud & Romo	June	\$9,152.69	\$152,643.95
Margaret A. Chidester & Associates	June	\$12,080.25	\$184,886.75
The Tao Firm	June	\$13,650.00	\$ 60,865.00
Fagen, Friedman & Fulfroost		-	\$ 1,708.00
	Total	\$34,882.94	\$400,103.70

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

RECOMMENDATION

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

FISCAL IMPACT

\$34,882.94 to the General Fund.

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: August 19, 2021

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: Glenmeade ES Event: Thousand Pines Outdoor Science Camp Place: Crestline, CA Chaperone: 59 students/6 chaperones	April 19-22, 2022	Cost: \$365.00 per student Funding Source: Parents and fundraising
Site: Ayala HS Event: Big Bear Running Camp Place: Big Bear City, CA Chaperone: 27 students/6 chaperones	July 25-July 30, 2021	Cost: \$400.00 per student Funding Source: Parents

FISCAL IMPACT

None.

NE:LF:gks

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: August 19, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction
Innovation, and Support
Anne Ingulsrud, Director, Special Education

**SUBJECT: PARENT REPRESENTATIVES ON THE COMMUNITY
ADVISORY COMMITTEE FOR THE WEST END SPECIAL
EDUCATION LOCAL PLAN AREA**

=====

BACKGROUND

In accordance with Education Code 56190, each West End Special Education Local Plan Area (WESELPA) shall establish a Community Advisory Committee (CAC). The committee is a group of parents, educators, and community members. Each district's board of education appoints its nominee(s) to serve for a two-year term of office.

The goal of the CAC is to involve interested parents, students, teachers, community members, and education specialists in advising and providing input to the WESELPA of the unique needs of students' exceptional needs, to assist the administration in furthering and improving the functioning of the Special Education Local Plan Area, and to support local and regional activities organized on behalf of special education students. Each district appoints one parent representative of a student residing and enrolled in the school district or district offered school program for a two-year term of office. Through a process of interviews, Anna Lia Castillo has been nominated to be the parent representative.

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

RECOMMENDATION

It is recommended the Board of Education approve Anna Lia Castillo as parent representative on the Community Advisory Committee for the West End Special Education Local Plan Area.

FISCAL IMPACT

None.

NE:LF:Al:klh

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: August 19, 2021

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

\$228,316,665.33 to all District funding sources.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: August 19, 2021

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

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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-2122-005 Peachjar, Inc. To provide a digital flyer management solution system to deliver important school and community resources through one central platform. Submitted by: Communications Duration of Agreement: October 1, 2021 - September 30, 2022	Contract amount: None Funding source: None

BUSINESS SERVICES	FISCAL IMPACT
B-2122-009 Dewey Services, Inc. dba Dewey Pest and Termite Control Co. To provide monthly pest control treatments to school site kitchens and District warehouse. Submitted by: Nutrition Services Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$27,624.00 Funding source: Cafeteria Fund
B-2122-010 JourneyEd.com, Inc. dba Academic Superstore. To provide annual software license renewal for Adobe Suite. Submitted by: Printing, Graphics, and Mail Services Duration of Agreement: November 1, 2021 - November 30, 2022	Contract amount: \$2,960.00 Funding source: General Fund
B-2122-011 School Services of California, Inc. To provide fiscal budget service for the 2021/2022 school year. Submitted by: Business Services Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$4,080.00 Funding source: General Fund

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-2122-093 Edgenuity, Inc. To provide summer digital libraries for all courses for software licenses for online based curriculum. Submitted by: Alternative Education Center Duration of Agreement: July 1, 2021 - August 31, 2021	Contract amount: \$8,500.00 Funding source: Site Budget
CIIS-2122-094 Houghton Mifflin Harcourt Intervention Solutions Group. To provide reading inventory annual license subscription. Submitted by: Secondary Curriculum Duration of Agreement: August 15, 2021 - August 14, 2022	Contract amount: \$25,735.80 Funding source: LCAP

FACILITIES, PLANNING, AND OPERATIONS	FISCAL IMPACT
F-2122-037 Time & Alarm Systems. To provide District-wide fire and security alarm monitoring services. Submitted by: Maintenance and Operations Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$14,394.00 Funding source: General Fund
F-2122-038 Class Leasing, LLC (Chino Hills HS). To provide lease for 2 - 24' x 40' portable classroom buildings at Chino Hills HS. Submitted by: Purchasing Duration of Agreement: August 1, 2021 - July 30, 2026	Contract amount: \$69,000.00 Funding source: Capital Facilities
F-2122-039 Quadiant. To provide annual maintenance renewal, and annual commercial and mobile licenses for Warehouse tracking system. Submitted by: Warehouse Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$7,488.00 Funding source: General Fund

HUMAN RESOURCES	FISCAL IMPACT
HR-2122-001 City of Chino Hills. To provide school resource officers at Ayala HS and Chino Hills HS. Submitted by: Risk Management Duration of Agreement: August 9, 2021 - May 26, 2022	Contract amount: \$282,920.00 Funding source: General Fund
HR-2122-011 Atkinson, Andelson, Loya, Ruud & Romo. To provide legal services. Submitted by: Human Resources Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: Per rate sheet Funding source: Various
HR-2122-012 All City Management Services, Inc. To provide crossing guard services - Chino Consortium. Submitted by: Human Resources Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$462,483.00 Funding source: General Fund
HR-2122-013 All City Management Services, Inc. To provide crossing guard services - District. Submitted by: Human Resources Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$52,855.20 Funding source: General Fund

SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS	FISCAL IMPACT
SBCSS 21/22-0431 SBCSS Classroom Maintenance. To provide MOU for District provided services for special education classrooms for owned and operated by SBCSS on CVUSD sites. Submitted by: Purchasing Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: None Funding source: None
SBCSS 21/22-0432 SBCSS Woodcrest. To provide Woodcrest JHS classroom for students with disabilities. Submitted by: Purchasing Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: None Funding source: None

MASTER CONTRACTS	FISCAL IMPACT
MC-2122-028 Voyager Sopris Learning, Inc. To provide annual site license to Reading Rangers. Submitted by: Chaparral ES Duration of Agreement: August 20, 2021 - June 30, 2024	Contract amount: Per invoice Funding source: Various
MC-2122-029 Pacific Fund Raisers, Inc. To provide fundraising opportunities. Submitted by: Rolling Ridge ES Duration of Agreement: August 20, 2021 - June 30, 2024	Contract amount: Per invoice Funding source: ASB/USB/PFA/PTA/Boosters
MC-2122-030 Thousand Pines Outdoor Educators, LLC. To provide outdoor science camp for 6th grade students. Submitted by: Rolling Ridge ES Duration of Agreement: August 20, 2021 - June 30, 2024	Contract amount: Per rate sheet Funding source: ASB/USB/PFA/PTA/Boosters
MC-2122-031 School Portraits by Adams Photography, Inc. To provide school and event portraits, students ID cards, digital student ID's, Aeries photo import, yearbook photo import, and student awards. Submitted by: Chino Hills HS Duration of Agreement: August 20, 2021 - June 30, 2024	Contract amount: Per invoice Funding source: ASB/USB/PFA/PTA/Boosters

APPROVED CONTRACTS TO BE AMENDED	AMENDMENT
CIIS-1920-156 City of Chino - PALS Program. To provide Positive Actions for Life Success (PALS) program to Borba ES, Cattle ES, Cortez ES, Dickson ES, Marshall ES, Newman ES, Rhodes ES, Walnut ES, Briggs K-8, and Cal Aero K-8. Submitted by: Health Services Duration of Agreement: October 1, 2019 - June 30, 2022 Original Agreement Board Approved: October 17, 2019	Contract amount: None Early intervention and prevention program which enhances the education experience and personal development of student Funding source: None
CIIS-2122-072 Document Tracking Services, LLC. To provide document tracking and translation services for 35 sites. Submitted by: Access and Equity Duration of Agreement: July 1, 2021 - June 30, 2022 Original Agreement Board Approved: July 15, 2021	Contract amount: increase contract to \$13,850.00 Funding source: Title I
CIIS-2122-074 NCS Pearson, Inc. To provide annual renewal to access online test materials, scoring, and reports for psychologists. Submitted by: Special Education Duration of Agreement: July 1, 2021 - June 30, 2022 Original Agreement Board Approved: July 15, 2021	Contract amount: increase to \$25,000.00 for additional online test materials, scoring, and reports for psychologists. Funding source: Special Education
F-2122-033 Brandon Petrunio & Associates, Inc. To provide architectural landscape services for Ayala HS quad landscape renovation. Submitted by: Maintenance and Operations Duration of Agreement: July 1, 2021 - June 30, 2022 Original Board Approval Date: July 15, 2021	Contract amount: increase to \$30,500.00 for additional architectural services. Funding source: General Fund

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: August 19, 2021

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. Items not picked up for public auction may be sold through a private sale, donated to charitable organization, or disposed of in the local public dump in accordance with Education Code Section 17546.

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

RECOMMENDATION

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

FISCAL IMPACT

Increase to the General Fund from proceeds of sale.

NE:GJS:pw

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

August 19, 2021

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Shredder	Fellows		Transportation
Filing Cabinet			Hidden Trails ES
Pink Cabinet		01907	Hidden Trails ES
Brown Bin		01833	Hidden Trails ES
Pink Cabinet		01880	Hidden Trails ES
Pink Cabinet		01879	Hidden Trails ES
Pink Cabinet		01878	Hidden Trails ES
Pink Cabinet		01877	Hidden Trails ES
Pink Cabinet		01876	Hidden Trails ES
Pink Cabinet		01875	Hidden Trails ES
Filing Cabinets (4)			Hidden Trails ES
Printer	Xerox	10.40.239.36	Hidden Trails ES
4 Ft. Table			Hidden Trails ES
Round Table			Hidden Trails ES
Bookcase			Hidden Trails ES
Cubby Bookcase			Hidden Trails ES
Pink Bins		01858	Hidden Trails ES
Pink Bins		01835	Hidden Trails ES
5 Ft. Tables (14)			Hidden Trails ES
Kidney Shaped Table			Hidden Trails ES
Teacher Desks (2)			Hidden Trails ES
Bookcases (11)			Hidden Trails ES
4 Ft. Tables (2)			Hidden Trails ES
Computers (41)	Dell		Hidden Trails ES
Laptop	Dell	53618	Hidden Trails ES
Laptop	Dell	53630	Hidden Trails ES
Laptop	Dell	53626	Hidden Trails ES
Laptop	Dell	53612	Hidden Trails ES
Laptop	Dell	53627	Hidden Trails ES
Laptop	Dell	57424	Hidden Trails ES
Laptop	Dell	53602	Hidden Trails ES
Laptop	Dell	53603	Hidden Trails ES
Laptop	Dell	53604	Hidden Trails ES
Laptop	Dell	53624	Hidden Trails ES
Laptop	Dell	53619	Hidden Trails ES
Laptop	Dell	53628	Hidden Trails ES
Laptop	Dell	57418	Hidden Trails ES
Laptop	Dell	57429	Hidden Trails ES
Laptop	Dell	53607	Hidden Trails ES

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Laptop	Dell	53631	Hidden Trails ES
Laptop	Dell	57422	Hidden Trails ES
Laptop	Dell	57436	Hidden Trails ES
Laptop	Dell	57430	Hidden Trails ES
Laptop	Dell	57409	Hidden Trails ES
Laptop	Dell	57417	Hidden Trails ES
Laptop	Dell	57407	Hidden Trails ES
Laptop	Dell	53609	Hidden Trails ES
Laptop	Dell	57420	Hidden Trails ES
Laptop	Dell	57414	Hidden Trails ES
Laptop	Dell	57405	Hidden Trails ES
Laptop	Dell	57437	Hidden Trails ES
Laptop	Dell	57410	Hidden Trails ES
Laptop	Dell	57435	Hidden Trails ES
Laptop	Dell	57431	Hidden Trails ES
Laptop	Dell	57416	Hidden Trails ES
Laptop	Dell	57408	Hidden Trails ES
Laptop	Dell	57423	Hidden Trails ES
Laptop	Dell	57404	Hidden Trails ES
Laptop	Dell	57415	Hidden Trails ES
Laptop	Dell	57412	Hidden Trails ES
Laptop	Dell	57425	Hidden Trails ES
Laptop	Dell	58434	Hidden Trails ES
Laptop	Dell	58430	Hidden Trails ES
Laptop	Dell	58429	Hidden Trails ES
Laptop	Dell	58432	Hidden Trails ES
Laptop	Dell	58433	Hidden Trails ES
Laptop	Dell	58428	Hidden Trails ES
Laptop	Dell	58436	Hidden Trails ES
Laptop	Dell	58437	Hidden Trails ES
Laptop	Dell	58425	Hidden Trails ES
Laptop	Dell	58427	Hidden Trails ES
Laptop	Dell	58438	Hidden Trails ES
Laptop	Dell	58435	Hidden Trails ES
Laptop	Dell	58431	Hidden Trails ES
Computer	Dell	45133	Hidden Trails ES
Computer	Dell	44955	Hidden Trails ES
Laptop	Dell	57434	Hidden Trails ES
Laptop	Dell	57440	Hidden Trails ES
Laptop	Dell	57406	Hidden Trails ES
Laptop	Dell	57413	Hidden Trails ES
Laptop	Dell	57426	Hidden Trails ES

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Laptop	Dell	53634	Hidden Trails ES
Laptop	Dell	57441	Hidden Trails ES
Laptop	Dell	53601	Hidden Trails ES
Laptop	Dell	57438	Hidden Trails ES
Laptop	Dell	53625	Hidden Trails ES
Laptop	Dell	53611	Hidden Trails ES
Laptop	Dell	53613	Hidden Trails ES
Laptop	Dell	53632	Hidden Trails ES
Laptop	Dell	53620	Hidden Trails ES
Laptop	Dell	53599	Hidden Trails ES
Laptop	Dell	57411	Hidden Trails ES
Laptop	Dell	57428	Hidden Trails ES
Laptop	Dell	57432	Hidden Trails ES
Laptop	Dell	57419	Hidden Trails ES
Laptop	Dell	57427	Hidden Trails ES
Laptop	Dell	57421	Hidden Trails ES
Laptop	Dell	57433	Hidden Trails ES
Laptop	Dell	57439	Hidden Trails ES
Laptop	Dell	57443	Hidden Trails ES
Laptop	Dell	57442	Hidden Trails ES
Laptop	Dell	53598	Hidden Trails ES
Laptop	Dell	53596	Hidden Trails ES
Laptop	Dell	53606	Hidden Trails ES
Laptop	Dell	53597	Hidden Trails ES
Laptop	Dell	53615	Hidden Trails ES
Laptop	Dell	53610	Hidden Trails ES
Laptop	Dell	53622	Hidden Trails ES
Laptop	Dell	53614	Hidden Trails ES
Laptop	Dell	53621	Hidden Trails ES
Laptop	Dell	53605	Hidden Trails ES
Laptop	Dell	53616	Hidden Trails ES
Laptop	Dell	53617	Hidden Trails ES
Laptop	Dell	53600	Hidden Trails ES
Laptop	Dell	53623	Hidden Trails ES
Laptop	Dell	53608	Hidden Trails ES
Laptop	Dell	53635	Hidden Trails ES
Rolling Paper Cabinets (2)			Hidden Trails ES
Round Tables (4)			Hidden Trails ES
Rectangle Tables (3)			Hidden Trails ES
Lg. Student Desks (2)			Hidden Trails ES
Kidney Table			Hidden Trails ES
Vinyl Chairs (3)			Hidden Trails ES

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Sm.Student Chairs (6)			Hidden Trails ES
Med. Student Chairs (12)			Hidden Trails ES
Lg. Student Chairs (7)			Hidden Trails ES
Computer Tables (4)	4.5 Ft.		Liberty ES
Computer Tables (4)	7 Ft.		Liberty ES
Rolling Cabinet (Orange)			Litel ES
Rolling Cabinet (Yellow)		03378	Litel ES
Rolling Cabinet (Green)		03143	Litel ES
Rolling Bookshelf (2)			Litel ES
Rolling Drawers			Litel ES
Square Bookshelf			Litel ES
Metal Filing Stand			Litel ES
Metal Rolling Cart			Litel ES
Printer	HP	311-GPD-01	Litel ES
Computer	Dell	44240	Litel ES
Computer	Dell	44302	Litel ES
Computer	Dell	44239	Litel ES
Computer	Dell	44300	Litel ES
Rectangular Tables (4)			Litel ES
Long Rectangular Table			Litel ES
Kidney Table			Litel ES
Primary Desks (75)			Litel ES
Lg. Brown Chairs (83)			Litel ES
Brown/Blue Chairs (33)			Litel ES
Large Blue Chairs (12)			Litel ES
Padded Blue Chairs (26)			Litel ES
File Cabinet		A19867	Oak Ridge ES
Rolling Cabinet		A198850	Oak Ridge ES
File Cabinet			Oak Ridge ES
Small Desks (5)			Oak Ridge ES
Large Desks (3)			Oak Ridge ES
Student Chairs (80)			Oak Ridge ES
Rectangular Tables (16)			Oak Ridge ES
Chromebook	Acer	64378	Rhodes ES
Laptop	Dell	50180	Rhodes ES
Laptop	Dell	50188	Rhodes ES
Laptop	Dell	50158	Rhodes ES
Laptop	Dell	50177	Rhodes ES
Laptop	Dell	50163	Rhodes ES
Laptop	Dell	50165	Rhodes ES
Laptop	Dell	50152	Rhodes ES
Laptop	Dell	50184	Rhodes ES

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Laptop	Dell	50181	Rhodes ES
Laptop	Dell	50172	Rhodes ES
Laptop	Dell	50132	Rhodes ES
Laptop	Dell	50178	Rhodes ES
Laptop	Dell	50155	Rhodes ES
Laptop	Dell	50144	Rhodes ES
Laptop	Dell	50149	Rhodes ES
Laptop	Dell	50160	Rhodes ES
Laptop	Dell	50150	Rhodes ES
Laptop	Dell	50138	Rhodes ES
Laptop	Dell	50182	Rhodes ES
Laptop	Dell	50137	Rhodes ES
Laptop	Dell	50185	Rhodes ES
Laptop	Dell	50168	Rhodes ES
Laptop	Dell	50140	Rhodes ES
Laptop	Dell	50136	Rhodes ES
Laptop	Dell	50135	Rhodes ES
Laptop	Dell	50134	Rhodes ES
Laptop	Dell	50140	Rhodes ES
Laptop	Dell	50136	Rhodes ES
Laptop	Dell	50135	Rhodes ES
Laptop	Dell	50164	Rhodes ES
Laptop	Dell	50169	Rhodes ES
Laptop	Dell	50167	Rhodes ES
Laptop	Dell	50189	Rhodes ES
Laptop	Dell	50154	Rhodes ES
Laptop	Dell	50156	Rhodes ES
Laptop	Dell	50174	Rhodes ES
Laptop	Dell	50176	Rhodes ES
Laptop	Dell	50171	Rhodes ES
Laptop	Dell	50159	Rhodes ES
Laptop	Dell	50157	Rhodes ES
Laptop	Dell	50161	Rhodes ES
Laptop	Dell	54551	Rhodes ES
Laptop	Dell	52794	Rhodes ES
Laptop	Dell	52758	Rhodes ES
Laptop	Dell	52786	Rhodes ES
Laptop	Dell	52804	Rhodes ES
Laptop	Dell	52774	Rhodes ES
Laptop	Dell	52790	Rhodes ES
Laptop	Dell	52793	Rhodes ES
Laptop	Dell	52783	Rhodes ES

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Laptop	Dell	52761	Rhodes ES
Laptop	Dell	52740	Rhodes ES
Laptop	Dell	52768	Rhodes ES
Laptop	Dell	52791	Rhodes ES
Laptop	Dell	52797	Rhodes ES
Laptop	Dell	52802	Rhodes ES
Laptop	Dell	52789	Rhodes ES
Laptop	Dell	52784	Rhodes ES
Laptop	Dell	47953	Rhodes ES
Laptop	Dell	52785	Rhodes ES
Laptop	Dell	52882	Rhodes ES
Laptop	Dell	52882	Rhodes ES
Laptop	Dell	52887	Rhodes ES
Laptop	Dell	52892	Rhodes ES
Laptop	Dell	52885	Rhodes ES
Laptop	Dell	52881	Rhodes ES
Laptop	Dell	52894	Rhodes ES
Laptop	Dell	52722	Rhodes ES
Laptop	Dell	52880	Rhodes ES
Laptop	Dell	52890	Rhodes ES
Laptop	Dell	52917	Rhodes ES
Laptop	Dell	52883	Rhodes ES
Laptop	Dell	52883	Rhodes ES
Laptop	Dell	52725	Rhodes ES
Laptop	Dell	52724	Rhodes ES
Laptop	Dell	52895	Rhodes ES
Laptop	Dell	52720	Rhodes ES
Laptop	Dell	54905	Rhodes ES
Laptop	Dell	52893	Rhodes ES
Laptop	Dell		Rhodes ES
Tower	Dell	39726	Rolling Ridge ES
Tower	Dell	39774	Rolling Ridge ES
Keyboard	Dell		Rolling Ridge ES
Monitor/Speakers (2)	Dell		Rolling Ridge ES
Kidney Table			Canyon Hills JHS
File Cabinets (2)			Canyon Hills JHS
Teacher Desk (2)			Canyon Hills JHS
Rolling Cabinet			Canyon Hills JHS
Small Table			Canyon Hills JHS
Music Stand Carts (3)			Canyon Hills JHS
Computer	Dell	56469	Canyon Hills JHS
Computer	Dell	56485	Canyon Hills JHS

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer	Dell	56477	Canyon Hills JHS
Computer	Dell	56476	Canyon Hills JHS
Computer	Dell	56471	Canyon Hills JHS
Computer	Dell	56488	Canyon Hills JHS
Computer	Dell	56498	Canyon Hills JHS
Computer	Dell	56470	Canyon Hills JHS
Computer	Dell	56474	Canyon Hills JHS
Computer	Dell	56478	Canyon Hills JHS
Computer	Dell	56480	Canyon Hills JHS
Computer	Dell	56480	Canyon Hills JHS
Computer	Dell	56503	Canyon Hills JHS
Computer	Dell	56497	Canyon Hills JHS
Computer	Dell	56499	Canyon Hills JHS
Computer	Dell	56493	Canyon Hills JHS
Laptop	Dell	51084	Canyon Hills JHS
Laptop	Dell	52096	Canyon Hills JHS
Laptop	Dell	51089	Canyon Hills JHS
Laptop	Dell	51086	Canyon Hills JHS
Laptop	Dell	51097	Canyon Hills JHS
Laptop	Dell	51090	Canyon Hills JHS
Laptop	Dell	51094	Canyon Hills JHS
Laptop	Dell	51083	Canyon Hills JHS
Laptop	Dell	51092	Canyon Hills JHS
Laptop	Dell	51085	Canyon Hills JHS
Laptop	Dell	51088	Canyon Hills JHS
Laptop	Dell	51095	Canyon Hills JHS
Laptop	Dell	51087	Canyon Hills JHS
A/V Cart	Dukane	22942	Canyon Hills JHS
Student Tables (4)			Canyon Hills JHS
Corner Table			Canyon Hills JHS
Monitor	Dell	4SV0692	Canyon Hills JHS
Monitor	Dell	4LT0692	Canyon Hills JHS
Monitor	Dell	4RT0692	Canyon Hills JHS
Monitor	Dell	53T0692	Canyon Hills JHS
Monitor	Dell	4XT0692	Canyon Hills JHS
Monitor	Dell	49T0692	Canyon Hills JHS
Monitor	Dell	59V0692	Canyon Hills JHS
Monitor	Dell	4ZT0692	Canyon Hills JHS
Monitor	Dell	4TT0692	Canyon Hills JHS
Monitor	Dell	4QT0692	Canyon Hills JHS
Monitor	Dell	5B20692	Canyon Hills JHS
Monitor	Dell	52T0692	Canyon Hills JHS

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Monitor	Dell	50T0692	Canyon Hills JHS
Monitor	Dell	52V0692	Canyon Hills JHS
Monitor	Dell	4KT0692	Canyon Hills JHS
Monitor	Dell	4HT0692	Canyon Hills JHS
Monitor	Dell	4YT0692	Canyon Hills JHS
Monitor	Dell	78M1TDL	Canyon Hills JHS
Monitor	Dell	4CQ0TWN	Canyon Hills JHS
Monitor	Dell	48L23NL	Canyon Hills JHS
Monitor	Dell	4CHB00M	Canyon Hills JHS
Monitor	Dell	48L23YL	Canyon Hills JHS
Monitor	Dell	48L23PL	Canyon Hills JHS
Monitor	Dell	48L2D0L	Canyon Hills JHS
Monitor	Dell	4CQ0YEM	Canyon Hills JHS
Monitor	Dell	4CQ0YDM	Canyon Hills JHS
Monitor	Dell	4CHB9TM	Canyon Hills JHS
Monitor	Dell	48L23UL	Canyon Hills JHS
Monitor	Dell	4252G1U	Canyon Hills JHS
Monitor	Dell	78M1TRL	Canyon Hills JHS
Monitor	Dell	72FAFRB	Canyon Hills JHS
Monitor	Dell	CTF0692	Canyon Hills JHS
Monitor	Dell	79E77KC	Canyon Hills JHS
Monitor	Dell	48L23ML	Canyon Hills JHS
Monitor	Dell	48L23RL	Canyon Hills JHS
Monitor	Dell	49V0692	Canyon Hills JHS
Monitor	Dell	48L235L	Canyon Hills JHS
Laptop	Dell	50222	Canyon Hills JHS
Laptop	Dell	50237	Canyon Hills JHS
Laptop	Dell	50224	Canyon Hills JHS
Laptop	Dell	50206	Canyon Hills JHS
Laptop	Dell	53588	Canyon Hills JHS
Laptop	Dell	53565	Canyon Hills JHS
Laptop	Dell	53571	Canyon Hills JHS
Laptop	Dell	53572	Canyon Hills JHS
Laptop	Dell	53595	Canyon Hills JHS
Printer	Xerox	CAT400018	Canyon Hills JHS
Laptop	Dell	50207	Canyon Hills JHS
Laptop	Dell	54584	Canyon Hills JHS
Laptop	Dell	50221	Canyon Hills JHS
Laptop	Dell	50219	Canyon Hills JHS
Laptop	Dell	50210	Canyon Hills JHS
Laptop	Dell	50216	Canyon Hills JHS
Laptop	Dell	50203	Canyon Hills JHS

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Laptop	Dell	50225	Canyon Hills JHS
Laptop	Dell	50209	Canyon Hills JHS
Laptop	Dell	50218	Canyon Hills JHS
Laptop	Dell	50213	Canyon Hills JHS
Laptop	Dell	50201	Canyon Hills JHS
Laptop	Dell	53576	Canyon Hills JHS
Laptop	Dell	53560	Canyon Hills JHS
Laptop	Dell	52229	Canyon Hills JHS
Laptop	Dell	53564	Canyon Hills JHS
Laptop	Dell	53587	Canyon Hills JHS
Laptop	Dell	53561	Canyon Hills JHS
Laptop	Dell	53586	Canyon Hills JHS
Laptop	Dell	53582	Canyon Hills JHS
Laptop	Dell	53579	Canyon Hills JHS
Laptop	Dell	53570	Canyon Hills JHS
Laptop	Dell	53577	Canyon Hills JHS
Laptop	Dell	53573	Canyon Hills JHS
Laptop	Dell	53585	Canyon Hills JHS
Laptop	Dell	53569	Canyon Hills JHS
Laptop	Dell	53589	Canyon Hills JHS
Laptop	Dell	53590	Canyon Hills JHS
Laptop	Dell	53575	Canyon Hills JHS
Laptop	Dell	35NC832	Canyon Hills JHS
Laptop	Dell	53567	Canyon Hills JHS
Laptop	Dell	53559	Canyon Hills JHS
Laptop	Dell	53594	Canyon Hills JHS
Laptop	Dell	53578	Canyon Hills JHS
Laptop	Dell	53557	Canyon Hills JHS
Laptop	Dell	53592	Canyon Hills JHS
Laptop	Dell	53562	Canyon Hills JHS
Laptop	Dell	53591	Canyon Hills JHS
Laptop	Dell	53568	Canyon Hills JHS
Laptop	Dell	53584	Canyon Hills JHS
Printer	HP	18072	Canyon Hills JHS
Laptop	Dell	39618	Canyon Hills JHS
Laptop	Dell	39052	Canyon Hills JHS
Laptop	Dell	39127	Canyon Hills JHS
Laptop	Dell	39105	Canyon Hills JHS
Laptop	Apple	40058	Canyon Hills JHS
Laptop	Apple	40056	Canyon Hills JHS
Laptop	Apple	40060	Canyon Hills JHS
Laptop	Apple	24651	Canyon Hills JHS

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Laptop	Apple	24649	Canyon Hills JHS
Laptop	Apple	27560	Canyon Hills JHS
A/V Cart			Canyon Hills JHS
Computer	Aruba	46764	Magnolia JHS
Computer	Aruba	46772	Magnolia JHS
Computer	Aruba	52448	Magnolia JHS
Computer	Aruba	49173	Magnolia JHS
Computer	Aruba	46770	Magnolia JHS
Computer	Aruba	46754	Magnolia JHS
Computer	Aruba	46753	Magnolia JHS
Computer	Aruba	46750	Magnolia JHS
Computer	Aruba	49174	Magnolia JHS
Computer	Aruba	46752	Magnolia JHS
Computer	Aruba	46775	Magnolia JHS
Computer	Aruba	46779	Magnolia JHS
Computer	Aruba	46763	Magnolia JHS
Computer	Aruba	46747	Magnolia JHS
Computer	Aruba	46760	Magnolia JHS
Computer	Aruba	46777	Magnolia JHS
Computer	Aruba	46778	Magnolia JHS
Computer	Aruba	49319	Magnolia JHS
Computer	Aruba	46761	Magnolia JHS
Computer	Aruba	46771	Magnolia JHS
Computer	Aruba	46745	Magnolia JHS
Computer	Aruba	46749	Magnolia JHS
Computer	Aruba	46751	Magnolia JHS
Computer	Aruba	49170	Magnolia JHS
Computer	Aruba	49171	Magnolia JHS
Computer	Dell	cn0c730c716230ce0145	Don Lugo HS
Computer	Dell	cn0c730c716230ce0021	Don Lugo HS
Computer	Dell	cn0c730c716230af0378	Don Lugo HS
Computer	Dell	cn0c730c716230ce0081	Don Lugo HS
Keyboard	Dell	cn0w76583717261905p8	Don Lugo HS
Keyboard	Dell	cn0dj3317161611e02sv	Don Lugo HS
Keyboard	Dell	cn0dj3317161611e05el	Don Lugo HS
Keyboard	Dell	cn0dj3317161611e088x	Don Lugo HS
Keyboard	Dell	cn0dj3317161611e08xa	Don Lugo HS
Keyboard	Dell	CNODJ4547158812CT0	Don Lugo HS
Keyboard	Dell	cn0dj3317161611e0dh1	Don Lugo HS
Keyboard	Dell	cn0dj3317161611e08uu	Don Lugo HS
Keyboard	Dell	cn0dj3317161611e0dh5	Don Lugo HS
Keyboard	Dell	cn0dj331716161a0b0i	Don Lugo HS

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Keyboard	Dell	cn0dj3317161611e09gl	Don Lugo HS
Keyboard	Dell	cn0dj3317161611a08sw	Don Lugo HS
Keyboard	Dell	cn0dj3317161611e02sz	Don Lugo HS
Keyboard	Dell	cn0dj3317161611e067w	Don Lugo HS
Keyboard	Dell	cn0dj331716161a0ddq	Don Lugo HS
Keyboard	Dell	cn0dj3317161611e08xb	Don Lugo HS
Keyboard	Dell	cn0dj3317161611e08ut	Don Lugo HS
Keyboard	Dell	cn0dj3317161611e08xt	Don Lugo HS
Keyboard	Dell	cn0dj3317161611e08up	Don Lugo HS
Keyboard	Dell	cn0dj3317161611a07o6	Don Lugo HS
Keyboard	Dell	cn0dj3317161611e0dm2	Don Lugo HS
Keyboard	Dell	cn03317161611a0gn2	Don Lugo HS
Keyboard	Dell	cn0dj3317161611e0bz8	Don Lugo HS
Keyboard	Dell	cn03317161611e088z	Don Lugo HS
Keyboard	Dell	cn0dj3317161611e08xl	Don Lugo HS
Keyboard	Dell	cn0dj3317161611a0df3	Don Lugo HS
Computer	Dell	CNFSS11017001000ACY	Don Lugo HS
Computer	Dell	CNOC730C716230AF-0450	Don Lugo HS
Computer	Dell	CNC730C716230CE-0023	Don Lugo HS
Computer	Dell	CNOC730C7161230CE-0147	Don Lugo HS
Computer	Dell	CNOC730C716230CE-0132	Don Lugo HS
Computer	Dell	CNOC730C7162-0CM1289	Don Lugo HS
Computer	Dell	CNOC730C71623-0CE-0017	Don Lugo HS
Computer	Dell	CNFSS11017001000ACY109	Don Lugo HS
Computer	Dell	CNOC730C716230CE0093	Don Lugo HS
Computer	Dell	CNOC730C-716230CE0027	Don Lugo HS
Computer	Dell	CNOC730C71620CE0015	Don Lugo HS
Computer	Dell	cn0c730c716230cm1287	Don Lugo HS
Computer	Dell	cn0c730c716230ce0014	Don Lugo HS
Computer	Dell	cn0c730c716230cm1290	Don Lugo HS
Computer	Dell	cn0c730c716230ce0091	Don Lugo HS
Computer	Dell	cn0c730c716230ce0085	Don Lugo HS
Computer	Dell	cn0c730c716230ce0080	Don Lugo HS
Computer	Dell	cn0c730c716230cm1292	Don Lugo HS
Computer	Dell	cn0c730c716230af0375	Don Lugo HS
Computer	Dell	cn0c730c716230ce0146	Don Lugo HS
Computer	Dell	cn0c730c716230af0374	Don Lugo HS
Computer	Dell	cn0c730c716230cm1288	Don Lugo HS
Computer	Dell	cn0c730c716230ce0131	Don Lugo HS
Computer	Dell	cn0c730c716230ce0019	Don Lugo HS
Computer	Dell	cn0c730c716230cm1472	Don Lugo HS
Computer	Dell	cn0c730c716230af0381	Don Lugo HS

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer	Dell	cn0c730c716230cm1291	Don Lugo HS
Computer	Dell	cn0c730c716230ce0138	Don Lugo HS
Computer	Dell	cn0c730c716230cm1286	Don Lugo HS
Computer	Dell	cn0c730c716230af0390	Don Lugo HS

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: August 19, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: RESOLUTIONS 2021/2022-06, 2021/2022-07, 2021/2022-10, 2021/2022-11, 2021/2022-12, 2021/2022-13, 2021/2022-14, 2021/2022-15, 2021/2022-16, AND 2021/2022-17 FOR AUTHORIZATION TO UTILIZE PIGGYBACK CONTRACTS

BACKGROUND

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

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

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

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

Resolution	Contract	Contractor	Description	Term
2021/2022-06	California Multiple Award Schedule (CMAS) 3-21-06-117	SEMA, LLC, dba Cell Business Equipment	Canon Copiers, Printers, Printing Equipment, and Scanners	6/30/2021-1/20/2026

Resolution	Contract	Contractor	Description	Term
2021/2022-07	California Multiple Award Schedule (CMAS) 4-17-51-0058A	GORM, Inc.	Custodial Products and Equipment	7/1/2021-6/16/2026
2021/2022-10	California Multiple Award Schedule (CMAS) 4-20-00-0085C	Mohawk Commercial, Inc.	Floor Coverings	2/11/2020-10/11/2023
2021/2022-11	California Multiple Award Schedule (CMAS) 3-17-70-2070J	Digital Networks Group	Information Technology Goods and Services	11/27/2017-10/31/2022
2021/2022-12	California Multiple Award Schedule (CMAS) 3-14-58-0215E	Digital Networks Group	Information Technology Goods and Services	10/23/2017-11/30/2022
2021/2022-13	California Multiple Award Schedule (CMAS) 3-18-58-0215G	Digital Networks Group	Information Technology Goods and Services	3/23/2018-2/14/2023
2021/2022-14	California Multiple Award Schedule (CMAS) 3-16-70-2382B	Digital Networks Group	Information Technology Goods and Services	3/8/2016-2/11/2026
2021/2022-15	California Multiple Award Schedule (CMAS) 3-19-70-2070T	Digital Networks Group	Information Technology Goods and Services	11/13/2019-9/26/2024
2021/2022-16	California Multiple Award Schedule (CMAS) 3-19-70-3096B	Supply Master, Inc.	HP Printers and Accessories	1/1/2019-9/20/2022
2021/2022-17	California Multiple Award Schedule (CMAS) 3-19-70-3096C	Supply Master, Inc.	HP Copier Supplies, Office Supplies, and Printer Toner	1/17/2019-5/20/2023

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolutions 2021/2022-06, 2021/2022-07, 2021/2022-10, 2021/2022-11, 2021/2022-12, 2021/2022-13, 2021/2022-14, 2021/2022-15, 2021/2022-16, and 2021/2022-17 for Authorization to Utilize Piggyback Contracts.

FISCAL IMPACT

Unknown.

NE:GJS:AGH:pw

**Chino Valley Unified School District
Resolution 2021/2022-06
Authorization to Utilize the California Multiple Award Schedule
(CMAS) 3-21-06-117 With SEMA, LLC, dba Cell Business Equipment
to Purchase Canon Copiers, Printers, Printing Equipment, and Scanners
Through the Piggyback Contract**

WHEREAS, the Board of Education (Board) of the Chino Valley Unified School District (District) has determined that a true and very real need exists to procure Canon copiers, printers, printing equipment, and scanners for the District;

WHEREAS, CMAS currently has a piggyback contract, 3-21-06-117, in accordance with Public Contract Code 20118 with SEMA, LLC, dba Cell Business Equipment, that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

WHEREAS, the Board has determined that it is in the best interest of the District to authorize the purchase of Canon copiers, printers, printing equipment, and scanners through the piggyback contract procured by the CMAS 3-21-06-117.

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

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

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of Canon copiers, printers, printing equipment, and scanners through the piggyback contract originally procured by the CMAS 3-21-06-117 is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of Canon copiers, printers, printing equipment, and scanners in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the CMAS 3-21-06-117.

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

Section 5. Effective Date. This resolution shall be effective as of June 30, 2021, for the term ending January 20, 2026.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 19th day of August 2021 by the following vote:

Bridge	_____
Cruz	_____
Gagnier	_____
Na	_____
Schaffer	_____

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

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

**Chino Valley Unified School District
Resolution 2021/2022-07
Authorization to Utilize the California Multiple Award Schedule (CMAS)
4-17-51-0058A With GORM, Inc.
to Purchase Custodial Products and Equipment
Through the Piggyback Contract**

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

WHEREAS, CMAS currently has a piggyback contract, 4-17-51-0058A, in accordance with Public Contract Code 20118 with GORM, Inc., that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

WHEREAS, the Board has determined that it is in the best interest of the District to authorize the purchase of custodial products and equipment through the piggyback contract procured by the CMAS 4-17-51-0058A.

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

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

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of custodial products and equipment through the piggyback contract originally procured by the CMAS 4-17-51-0058A is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of custodial products and equipment in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the CMAS 4-17-51-0058A .

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

Section 5. Effective Date. This resolution shall be effective as of July 1, 2021, for the term ending June 16, 2026.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 19th day of August 2021 by the following vote:

Bridge	_____
Cruz	_____
Gagnier	_____
Na	_____
Schaffer	_____

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

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

**Chino Valley Unified School District
Resolution 2021/2022-10
Authorization to Utilize the California Multiple Award Schedule (CMAS)
4-20-00-0085C With Mohawk Commercial, Inc.
to Purchase Floor Coverings
Through the Piggyback Contract**

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

WHEREAS, CMAS currently has a piggyback contract, 4-20-00-0085C in accordance with Public Contract Code 20118 with Mohawk Commercial, Inc., that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

WHEREAS, the Board has determined that it is in the best interest of the District to authorize the purchase of floor coverings through the piggyback contract procured by the CMAS 4-20-00-0085C

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

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

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of floor coverings through the piggyback contract originally procured by the CMAS 4-20-00-0085C is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of floor coverings in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the CMAS 4-20-00-0085C.

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

Section 5. Effective Date. This resolution shall be effective as of February 11, 2020, for the term ending October 11, 2023.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 19th day of August 2021 by the following vote:

Bridge	_____
Cruz	_____
Gagnier	_____
Na	_____
Schaffer	_____

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

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

**Chino Valley Unified School District
Resolution 2021/2022-11
Authorization to Utilize the California Multiple Award Schedule (CMAS)
3-17-70-2070J With Digital Networks Group
to Purchase Information Technology Goods and Services
Through the Piggyback Contract**

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

WHEREAS, CMAS currently has a piggyback contract, 3-17-70-2070J, in accordance with Public Contract Code 20118 with Digital Networks Group, that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

WHEREAS, the Board has determined that it is in the best interest of the District to authorize the purchase of information technology goods and services through the piggyback contract procured by the CMAS 3-17-70-2070J.

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

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

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of information technology goods and services through the piggyback contract originally procured by the CMAS 3-17-70-2070J is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of information technology goods and services in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the CMAS 3-17-70-2070J.

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

Section 5. Effective Date. This resolution shall be effective as of November 27, 2017, for the term ending October 31, 2022.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 19th day of August 2021 by the following vote:

Bridge	_____
Cruz	_____
Gagnier	_____
Na	_____
Schaffer	_____

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

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

**Chino Valley Unified School District
Resolution 2021/2022-12
Authorization to Utilize the California Multiple Award Schedule (CMAS)
3-14-58-0215E With Digital Networks Group
to Purchase Information Technology Goods and Services
Through the Piggyback Contract**

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

WHEREAS, CMAS currently has a piggyback contract, 3-14-58-0215E, in accordance with Public Contract Code 20118 with Digital Networks Group, that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

WHEREAS, the Board has determined that it is in the best interest of the District to authorize the purchase of information technology goods and services through the piggyback contract procured by the CMAS 3-14-58-0215E.

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

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

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of information technology goods and services through the piggyback contract originally procured by the CMAS 3-14-58-0215E is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of information technology goods and services in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the CMAS 3-14-58-0215E.

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

Section 5. Effective Date. This resolution shall be effective as of October 23, 2017, for the term ending November 30, 2022.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 19th day of August 2021 by the following vote:

Bridge	_____
Cruz	_____
Gagnier	_____
Na	_____
Schaffer	_____

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

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

**Chino Valley Unified School District
Resolution 2021/2022-13
Authorization to Utilize the California Multiple Award Schedule (CMAS)
3-18-58-0215G With Digital Networks Group
to Purchase Information Technology Goods and Services
Through the Piggyback Contract**

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

WHEREAS, CMAS currently has a piggyback contract, 3-18-58-0215G, in accordance with Public Contract Code 20118 with Digital Networks Group, that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

WHEREAS, the Board has determined that it is in the best interest of the District to authorize the purchase of information technology goods and services through the piggyback contract procured by the CMAS 3-18-58-0215G.

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

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

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of information technology goods and services through the piggyback contract originally procured by the CMAS 3-18-58-0215G is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of information technology goods and services in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the CMAS 3-18-58-0215G.

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

Section 5. Effective Date. This resolution shall be effective as of March 23, 2018, for the term ending February 14, 2023.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 19th day of August 2021 by the following vote:

Bridge	_____
Cruz	_____
Gagnier	_____
Na	_____
Schaffer	_____

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

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

**Chino Valley Unified School District
Resolution 2021/2022-14
Authorization to Utilize the California Multiple Award Schedule (CMAS)
3-16-70-2382B With Digital Networks Group
to Purchase Information Technology Goods and Services
Through the Piggyback Contract**

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

WHEREAS, CMAS currently has a piggyback contract, 3-16-70-2382B, in accordance with Public Contract Code 20118 with Digital Networks Group, that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

WHEREAS, the Board has determined that it is in the best interest of the District to authorize the purchase of information technology goods and services through the piggyback contract procured by the CMAS 3-16-70-2382B.

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

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

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of information technology goods and services through the piggyback contract originally procured by the CMAS 3-16-70-2382B is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of information technology goods and services in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the CMAS 3-16-70-2382B.

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

Section 5. Effective Date. This resolution shall be effective as of March 8, 2016, for the term ending February 11, 2026.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 19th day of August 2021 by the following vote:

Bridge	_____
Cruz	_____
Gagnier	_____
Na	_____
Schaffer	_____

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

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

**Chino Valley Unified School District
Resolution 2021/2022-15
Authorization to Utilize the California Multiple Award Schedule (CMAS)
3-19-70-2070T With Digital Networks Group
to Purchase Information Technology Goods and Services
Through the Piggyback Contract**

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

WHEREAS, CMAS currently has a piggyback contract, 3-19-70-2070T, in accordance with Public Contract Code 20118 with Digital Networks Group, that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

WHEREAS, the Board has determined that it is in the best interest of the District to authorize the purchase of information technology goods and services through the piggyback contract procured by the CMAS 3-19-70-2070T.

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

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

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of information technology goods and services through the piggyback contract originally procured by the CMAS 3-19-70-2070T is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of information technology goods and services in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the CMAS 3-19-70-2070T.

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

Section 5. Effective Date. This resolution shall be effective as of November 13, 2019, for the term ending September 26, 2024.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 19th day of August 2021 by the following vote:

Bridge	_____
Cruz	_____
Gagnier	_____
Na	_____
Schaffer	_____

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

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

**Chino Valley Unified School District
Resolution 2021/2022-16
Authorization to Utilize the California Multiple Award Schedule (CMAS)
3-19-70-3096B With Supply Master, Inc.
to Purchase HP Printers and Accessories
Through the Piggyback Contract**

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

WHEREAS, CMAS currently has a piggyback contract, 3-19-70-3096B, in accordance with Public Contract Code 20118 with Supply Master, Inc., that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

WHEREAS, the Board has determined that it is in the best interest of the District to authorize the purchase of HP printers and accessories through the piggyback contract procured by the CMAS 3-19-70-3096B.

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

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

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of HP printers and accessories through the piggyback contract originally procured by the CMAS 3-19-70-3096B is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of HP printers and accessories in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the CMAS 3-19-70-3096B.

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

Section 5. Effective Date. This resolution shall be effective as of January 1, 2019, for the term ending September 20, 2022.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 19th day of August 2021 by the following vote:

Bridge	_____
Cruz	_____
Gagnier	_____
Na	_____
Schaffer	_____

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

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

**Chino Valley Unified School District
Resolution 2021/2022-17
Authorization to Utilize the California Multiple Award Schedule (CMAS)
3-19-70-3096C With Supply Master, Inc.
to Purchase HP Copier Supplies, Office Supplies, and Printer Toner
Through the Piggyback Contract**

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

WHEREAS, CMAS currently has a piggyback contract, 3-19-70-3096C, in accordance with Public Contract Code 20118 with Supply Master, Inc., that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

WHEREAS, the Board has determined that it is in the best interest of the District to authorize the purchase of HP copier supplies, office supplies, and printer toner through the piggyback contract procured by the CMAS 3-19-70-3096C.

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

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

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of HP copier supplies, office supplies, and printer toner through the piggyback contract originally procured by the CMAS 3-19-70-3096C is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of HP copier supplies, office supplies, and printer toner in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the CMAS 3-19-70-3096C.

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

Section 5. Effective Date. This resolution shall be effective as of January 17, 2019, for the term ending May 20, 2023.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 19th day of August 2021 by the following vote:

Bridge	_____
Cruz	_____
Gagnier	_____
Na	_____
Schaffer	_____

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

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: August 19, 2021

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: RESOLUTION 2021/2022-19 AUTHORIZING THE SALE OF
PORTABLE CLASSROOMS P2, P3, P4, P5 AND P6 (A#51681)
LOCATED AT BRIGGS K-8**

=====

BACKGROUND

Education Code section 17546, authorizes the District to sell for cash by private sale any personal property belonging to the school District that is not required or suitable for school purposes and whose value the Board of Education finds does not exceed \$2,500.00 each.

The District is requesting authorization to proceed with the private sale of five (5) portables, P2, P3, P4, P5, and P6 (A#51681) located at Briggs K-8.

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2021/2022-19 Authorizing the Sale of Portable Classrooms P2, P3, P4, P5, and P6 (A#51681) located at Briggs K-8.

FISCAL IMPACT

None.

NE:GJS:AGH:pw

**Chino Valley Unified School District
Resolution 2021/2022-19
Authorizing the Sale of Portable Classroom Buildings P2, P3, P4, P5, and
P6 (A#51681),
Located on the Campus of Briggs K-8
Pursuant to Education Code Section 17546**

WHEREAS, the Chino Valley Unified School District ("District") owns the six portable classroom buildings identified in Attachment A hereto ("Portable Buildings"); currently located on the campus of Lyle S. Briggs K-8 School, 11880 Roswell Avenue, Chino, CA 91710; and

WHEREAS, the Governing Board of a school district may, pursuant to Education Code section 17546, sell for cash by private sale any personal property belonging to the school district that is not required or suitable for school purposes and whose value the governing board finds does not exceed \$2,500.00 each; and

WHEREAS, the Board of Education (the "Board") has determined that the portable buildings are not required or suitable for school purposes; and

WHEREAS, the Board, by unanimous vote, has found that the value of each of the portable buildings does not exceed \$2,500.00 because:

- A. The cost to demolish and dispose of similar portable buildings has been estimated to cost the District in excess of \$8,000.00 each in the past; and
- B. The portable buildings, because they are located on school property, and the cost to relocate them to another school site and refurbish them is greater than the value to a potential buyer; and
- C. The portable buildings are approximately 30 years old; and
- D. District staff has inquired with dealers and resellers of portable buildings regarding the value of the portable buildings and have been told they are worth less than \$2,500.00.

WHEREAS, the Board now intends to proceed with the sale of the portable buildings to a member or members of the public in a private sale in accordance with the law.

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

Section 1. That the above recitals are true and correct.

Section 2. The Board hereby declares its intention to, and authorizes, the sale of the portable buildings in accordance with the terms of this Resolution.

Section 3. The following other actions.

- A. The Board, pursuant to Education Code section 17546, delegates the authority to and empowers the District's Superintendent ("Superintendent") or his Designee ("Designee"), to conduct the sale and to transfer the portable buildings in accordance with the terms of this Resolution.
- B. The Superintendent or Designee are each authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the purchase, sale, lease, and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, and that any and all such prior actions by the District's Superintendent, or his designee, are hereby ratified by the Board.
- C. The Superintendent or Designee shall contact potential buyers of the portable buildings in any reasonable way, at the discretion of the Superintendent or Designee, including advertisement in appropriate publications or websites, and negotiate the price and terms with any private party or private parties interested in the purchase of portable buildings, including a broker or reseller.
- D. The Superintendent or Designee may make the sale to a private party or parties, who, at the discretion of the Superintendent or Designee, offer the most beneficial terms, considering all factors, including, but not limited to: the price offered for the portable buildings; the intended use; the cost to the District of removal and disposal of the portable buildings if not sold; the ability to perform the removal responsibly and safely; whether the offeree has offered to purchase one or all of the portable buildings, and the timing of the portable buildings' removal from their current location.
- E. Removal and relocation of the portable buildings must be performed by an individual or entity that is properly licensed and insured to perform such removal and relocation.
- F. Further details of the sale of the portable buildings consistent with this resolution shall be agreed to in a written agreement or agreements approved by District's legal counsel and signed by the purchaser and the Superintendent or Designee and presented to the Board for approval or ratification.
- G. Pursuant to Education Code section 17547, any money received from the sale of the portable buildings shall be credited to Capital Facilities Fund 25 for future identified projects.

Section 4. This resolution shall be effective as of the date of its adoption.

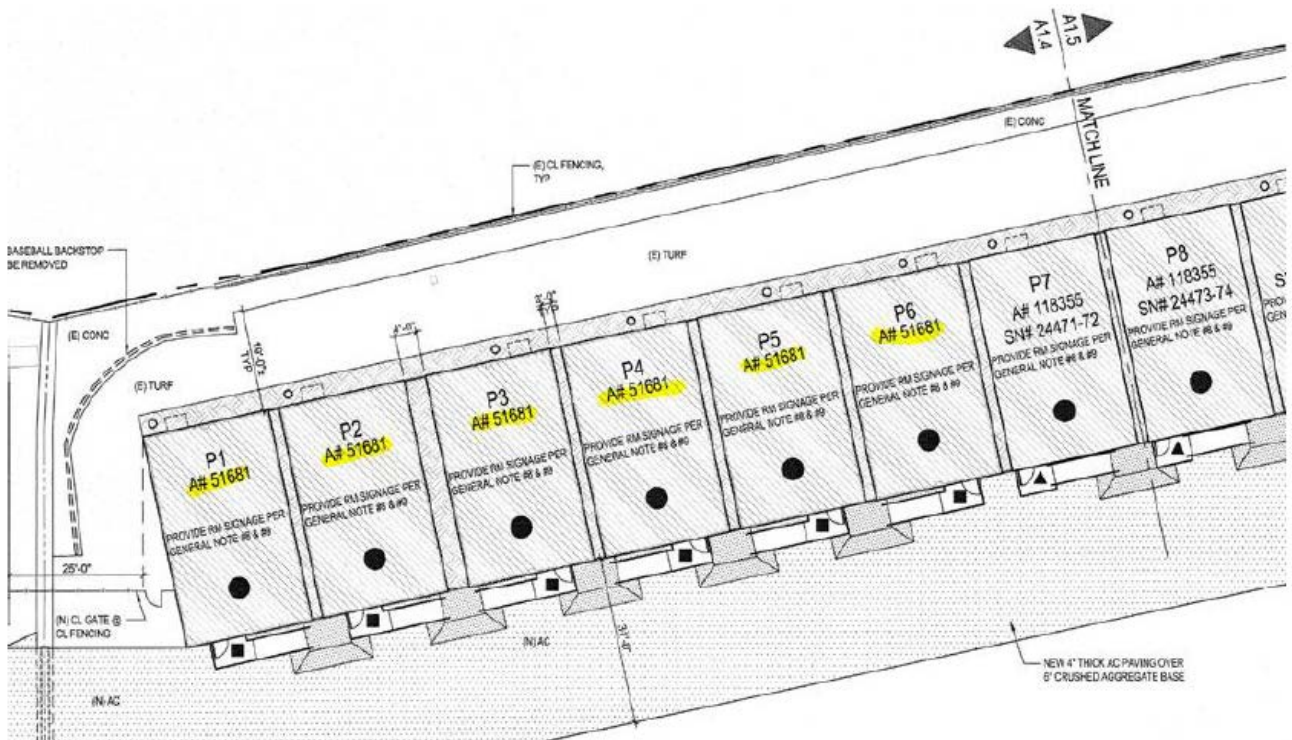
APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 19th day of August 2021 by the following vote:

Bridge	_____
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

EXHIBIT A
To Resolution 2021/2022-XX
Authorizing Sale Of Portable Buildings, P1, P2, P3, P4, P5 AND P6 (A#51681)
Located On The Campus Of Lyle S. Briggs K-8 School
Pursuant To Education Code Section 17546



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: August 19, 2021

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
CC2021-40	Boys Republic HS Culinary Arts Building Intercom Installation	Time and Alarm Systems	\$19,728.34	N/A	\$19,728.34	25
CC2022-03	Cal Aero K-8 Kitchen Sewer Line Repair	Sweetwater Plumbing	\$15,500.00	N/A	\$15,500.00	01
CC2022-04	Buena Vista HS Portable Classroom Relocation	Pro Fab Construction	\$16,000.00	N/A	\$16,000.00	25

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

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

\$15,500.00 to General Fund 01.
\$19,728.34 to Tax A Fund 25.
\$16,000.00 to Capital Facilities Fund 25.

NE:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: August 19, 2021

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 21-22-04I BUENA VISTA HS PORTABLE CLASSROOM INSTALLATION

BACKGROUND

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

A Notice to Contractors Calling for Bid 21-22-04I, Buena Vista HS Portable Classroom Installation was emailed on June 30, 2021, to contractors currently listed on the 2021 list of qualified contractors. Bids were submitted at 10:00 a.m. on July 13, 2021. The results are as follows:

Contractor	Bid Amount
Roadway Engineering & Contracting, Inc.	\$189,800.00
John Buck dba J2 Builders	\$219,000.00
PCN3, Inc.	244,000.00
R. Jensen Co., Inc.	265,000.00

The basic scope of work for this project includes site work for portable installation.

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

RECOMMENDATION

It is recommended the Board of Education award Bid 21-22-04I Buena Vista HS Portable Classroom Installation to Roadway Engineering & Contracting, Inc.

FISCAL IMPACT

\$189,800.00 to Deferred Maintenance Fund 25.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: August 19, 2021

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 21-22-06, PROCUREMENT OF TWO FOOTBALL
SCOREBOARDS FROM DAKTRONICS**

=====

BACKGROUND

Public Contract Code 20111 requires that contracts for the lease or purchase of equipment, materials, supplies or services with an expenditure of more than \$96,700.00 to be competitively bid, legally advertised, and awarded to the lowest responsible bidder who shall have a surety as required by the Board.

A Notice to Contractors Calling for Bid 21-22-06, Procurement of Two Football Scoreboards from Daktronics was published in the Inland Valley Daily Bulletin on July 15, 2021, and July 22, 2021. Bids were due at 10:00 a.m. on July 27, 2021, however no bids were submitted or received.

The Purchasing department then requested quotes from Daktronics for two football scoreboards and received the quotes on August 2, 2021.

The basic scope of work for this project includes procurement of new scoreboards for the football stadiums at Chino Hills HS and Ayala HS that are like for like to the scoreboards at Chino HS and Don Lugo HS.

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

RECOMMENDATION

It is recommended the Board of Education authorize the procurement of two football scoreboards from Daktronics.

FISCAL IMPACT

\$160,931.34 to General Fund 01.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: August 19, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: CHANGE ORDER FOR BID 19-20-17F, CHINO HS RECONSTRUCTION – PHASE 1 (BP 16)

=====

BACKGROUND

On November 7, 2019, the Board of Education awarded Bid 19-20-17F, Chino HS Reconstruction – Phase 1 (BP 16) to David M. Bertino Manufacturing, 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	David M. Bertino Manufacturing, Inc.	\$59,006.00
	Bid Amount:	\$1,819,935.00
	Revised Total Project Amount:	\$1,878,941.00

The change order results in a net increase of \$59,006.00 to the construction cost and no change in contract time. 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 19-20-17F, Chino HS Reconstruction – Phase 1 (BP 16).

FISCAL IMPACT

\$59,006.00 to Building Fund 21.

NE:GJS:pw



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

CHANGE ORDER

orig to Bd.
11.7.19
bd 08.19.21

Date: June 25, 2021 BID/ CUPCAA #: 19-20-17F Change Order #: 001
Project Title: Chino High School Reconstruction Phase 1
Owner: Chino Valley Unified School District DSA Application #: 04-117507 DSA File #:
Architect: WLC Architects Contractor: David M. Bertino Manufacturing, Inc. 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: Provide modifications to cabinetry in typical classrooms
Reason: Design Change to classroom casework
Document Ref: ASI 031, CE #203
Requested by: District
Change in Contract Sum: \$59,006.00
Time Extension: None

ITEM
NO. 2: Description:
Reason:
Document Ref:
Requested by:
Change in Contract Sum:
Time Extension:

ITEM
NO. 3: Description:
Reason:
Document Ref:
Requested by:
Change in Contract Sum:
Time Extension:

ITEM
NO. 4: Description:
Reason:
Document Ref:
Requested by:
Change in Contract Sum:
Time Extension:

CONTRACT SUMMARY

The original contract amount was:	\$1,819,935.00
Previously approved change order amount(s):	\$0.00
The contract amount will be increased by this Change Order:	\$59,006.00
The new contract amount including this change order will be:	\$1,878,941.00

The original contract completion date:	12/17/2021
The contract time will be increased/decreased by days:	0
The date of completion as a result of this Change Order is:	12/17/2021

APPROVED BY:
David M Bertino MFG Inc.

David M Bertino

06/30/2021

Contractor
Kamal Israil

Signature

Kamal Israil

Date
07/01/2021

DSA Inspector of Record (if applicable)
James P DiCamillo, Architect, WLC Architects

Signature

James P DiCamillo

Date
07/01/2021

Architect / Engineer (if applicable)
Balfour Beatty Construction

Signature

[Signature]

Date
07/01/2021

Construction/Project Manager

Signature

Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

SAM SOUSA

[Signature]

Date
7/7/21

CVUSD Project Manager

Signature

Date

Director, Maintenance, Operations & Construction (if applicable)

Signature

BB

Date
7/8/2021

Director, Planning (if applicable)

Signature

GREGORY STACHURA

[Signature]

Date
7/16/21

Owner (Authorized Agent)

Signature

Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: August 19, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR
BID 19-20-51F, CORTEZ ES AND DICKSON ES FENCING AND
CONCRETE PROJECT**

BACKGROUND

On July 16, 2020, the Board of Education awarded Bid 19-20-51F, Cortez ES and Dickson ES Fencing and Concrete Project to J2 Builders. All contracted work was completed on June 21, 2021. Contract summary is provided below.

Change Order	Contractor	Amount
1-Cortez ES	J2 Builders	\$16,400.00
	Bid Amount:	\$182,300.00
	Revised Total Project Amount:	\$198,700.00
	Retention Amount:	\$9,935.00

Change Order	Contractor	Amount
1-Dickson ES	J2 Builders	\$18,400.00
	Bid Amount:	\$186,800.00
	Revised Total Project Amount:	\$205,200.00
	Retention Amount:	\$10,260.00

The change order results in a net increase of \$34,800.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on June 21, 2021.

Documentation indicating satisfactory completion and compliance with specification has been obtained from the following individuals: Alex Rivera, 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 Bid 19-20-51F, Cortez ES and Dickson ES Fencing and Concrete Project.

FISCAL IMPACT

\$34,800.00 to RDA Fund 25.

NE:GJS:pw



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

CHANGE ORDER

Date: 7/13/2021 BID/ CUPCCAA #: 19-20-51F Change Order #: 1
Project Title: Cortez ES and Dickson ES Fencing and Concrete Project
Owner: Chino Valley Unified School District DSA Application #: NA DSA File #: NA
Architect: NA Contractor: J2 Builders

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:	Cortez ES: Replace non-compliant curb ramp near office with new concrete sidewalk and curb. Form and pour new 5'x32' along southern fence line to allow path of travel to the campus.
	Reason:	Ramp was non-compliant and led pedestrians into parking lot and safer path of travel.
	Document Ref:	Cortez CO #1
	Requested by:	Chino Valley USD
	Change in Contract Sum:	\$16,400.00
	Time Extension:	
ITEM NO. 2:	Description:	Dickson ES: Remove and replace existing ramp, curb, and sidewalk at parking lot. Install new 6" curb at Kindergarten yard perimeter fence at City sidewalk.
	Reason:	Ramp was non-compliant and led pedestrians into parking lot and minimized the sloped area in the kinder yard.
	Document Ref:	Dickson CO #2
	Requested by:	Chino Valley USD
	Change in Contract Sum:	\$18,400.00
	Time Extension:	
ITEM NO. 3:	Description:	Extension of time for project completion.
	Reason:	COVID related delays for materials and scheduling.
	Document Ref:	
	Requested by:	Chino Valley USD
	Change in Contract Sum:	
	Time Extension:	234 days
ITEM NO. 4:	Description:	
	Reason:	
	Document Ref:	
	Requested by:	
	Change in Contract Sum:	
	Time Extension:	

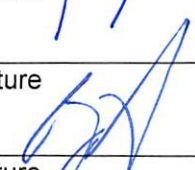
PROJECT SUMMARY

Location	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Cortez ES	\$182,300.00	0	\$16,400.00	\$198,700.00
Dickson ES	\$186,800.00	0	\$18,400.00	\$205,200.00
Totals:	\$369,100.00	0	\$34,800.00	\$403,900.00

CONTRACT SUMMARY

The original contract amount was:	\$369,100.00
Previously approved change order amount(s):	\$0
The contract amount will be increased /decreased by this Change Order:	\$34,800.00
The new contract amount including this change order will be:	\$403,900.00
The original contract completion date:	10/30/2020
The contract time will be increased/decreased by days:	234 Days
The date of completion as a result of this Change Order is:	6/21/2021

APPROVED BY:

J2 Builders		7/14/21
Contractor	Signature	Date
N/A		
DSA Inspector of Record (if applicable)	Signature	Date
N/A		
Architect / Engineer (if applicable)	Signature	Date
N/A		
Construction / Project Manager	Signature	Date
N/A		
Authorized Department Head (if applicable)	Signature	Date
N/A		
Director, Technology (if applicable)	Signature	Date
Alex Rivera		7-14-2021
CVUSD Project Manager	Signature	Date
Martin Silveira		7/14/21
Director, Maintenance & Operations (if applicable)	Signature	Date
N/A		
Director, Planning (if applicable)	Signature	Date
Greg Stachura		7/14/21
Owner (Authorized Agent)	Signature	Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: August 19, 2021

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: REJECTION OF RFP 20-21-10, SECURITY MONITORING SYSTEM AND AUTHORIZATION TO RE-BID

BACKGROUND

Public Contract Code 20111 requires that contracts for public projects, construction work, services, the purchase of equipment, materials, or supplies to be furnished, sold, or leased 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 proposal for RFP 20-21-10, Security Monitoring System was published in the Inland Valley Daily Bulletin on April 6, 2021, and April 13, 2021. Bids were submitted at 10:00 a.m. on June 8, 2021. The results are as follows:

CONTRACTOR	BID
Vector USA	\$249,568.09
CDW-G	\$162,980.20

Upon receipt of one bid, staff reviewed all documents and determined that the proposals did not meet the overall needs of the District. Staff requests rejection of all bids and authorization to re-bid.

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

RECOMMENDATION

It is recommended the Board of Education reject the proposals received for RFP 20-21-10, Security Monitoring System and authorize staff to re-bid the project.

FISCAL IMPACT

None.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: August 19, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: REIMBURSEMENT AGREEMENT BY AND BETWEEN THE
CHINO VALLEY UNIFIED SCHOOL DISTRICT AND
ALLEGIANCE STEAM ACADEMY FOR ALL INSTALLATION
COSTS FOR THREE PORTABLE CLASSROOMS**

=====

BACKGROUND

Allegiance STEAM Academy (ASA) has requested permission to install three portable classroom buildings for use as a lower grade science lab and as additional administrative support/office space on the ASA campus. The buildings are surplus and currently the District has no place to store them so they will be provided at no cost to ASA.

However, there are costs, which the District will pay upfront, for architectural support, plans, and specifications, Department of State Architect (DSA) approval, bidding, and advertising, DSA required inspections, as well as the actual construction costs and project oversight.

Per the attached reimbursement agreement, all costs associated with the project will be reimbursed to the District by ASA.

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

RECOMMENDATION

It is recommended the Board of Education approve the reimbursement agreement by and between the Chino Valley Unified School District and Allegiance STEAM Academy for all installation costs for three portable classrooms.

FISCAL IMPACT

Estimated reimbursable expense of \$333,000.00 to Capital Facilities Fund 25.

NE:GJS:pw

**REIMBURSEMENT AGREEMENT
FOR ALL INSTALLATION COSTS OF THREE PORTABLE CLASSROOMS
BY AND BETWEEN THE
CHINO VALLEY UNIFIED SCHOOL DISTRICT AND
ALLEGIANCE STEAM ACADEMY-THRIVE CHARTER SCHOOL**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is made by and between the Chino Valley Unified School District (“CVUSD” or “District”), a public school district organized and existing under the laws of the State of California, and Allegiance STEAM Academy Inc., a California non-profit public benefit corporation (California Secretary of State number C4040794 and federal employer identification number 82-2556226), operating the Allegiance STEAM Academy-Thrive (“ASA”) charter school. The District and ASA may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

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

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

WHEREAS, on January 6, 2020, ASA submitted its charter renewal petition to the District for a new five-year term;

WHEREAS, on February 6, 2020, the Chino Valley Unified School District Board of Education renewed ASA’s charter for a term of five years beginning July 1, 2020 and expiring June 30, 2025;

WHEREAS, on October 31, 2020, ASA submitted to the District a request for school facilities under the provisions of Education Code § 47614 and its implementing regulations as set forth in Title 5 of the California Code of Regulations § 11969.9(a) *et seq.* (the “Proposition 39 Request”) for the 2020-2025 school years;

WHEREAS, on or before February 1, 2021, pursuant to the requirements of Education Code § 47614 and its implementing regulations, the District offered to provide ASA with reasonably equivalent facilities sufficient to house ASA’s in-District students (“Preliminary Proposal”);

WHEREAS, on or before April 1, 2021, pursuant to the requirements of Education Code § 47614 and its implementing regulations, the District sent ASA its Final Notification of Facilities Offered, which provides ASA with reasonably equivalent facilities sufficient to house ASA’s in-District students (“Final Notification”);

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Page 1 of 9
V3/21

WHEREAS, on April 12, 2021, ASA's Board of Directors approved and ratified the District's Amended Facilities Memorandum of Understanding by a vote of 5-0;

WHEREAS, ASA has notified the District that ASA desires to proceed with the installation of three (3) additional 24' x 40' portable classrooms on the ASA campus;

WHEREAS, ASA acknowledges and agrees that by approving the District's Amended Facilities Memorandum of Understanding on April 12, 2021, the ASA Board of Directors certified that the District has fully and completely satisfied the District's obligation to provide facilities, including furnishings and equipment, to ASA under Education Code § 47614 and all Proposition 39 implementing regulations for each year of the five (5) year Term, and that the three (3) portable classrooms to be installed on the ASA campus are Additional Facilities and are not necessary to satisfy the District's Proposition 39 obligations;


WHEREAS, the District's Amended Facilities Memorandum of Understanding as approved by the ASA Board of Directors on April 12, 2021 provides at its third page:

***"B. Use of Additional Facilities.** In addition to the facilities already provided by the District pursuant to Section 2(A) of this Agreement, ASA may desire to lease relocatable classrooms as additional facilities ('Additional Facilities'). Should ASA lease relocatable classrooms, ASA shall be solely responsible for all costs and expenses associated with the installation, refurbishment, use, and removal of the relocatable classrooms. In the event that any Additional Facilities are unable to be used, for any reason, ASA agrees that it has no claim regarding any allegation that the District has taken action to impede ASA from expanding its enrollment to meet pupil demand for the term of this Agreement or any claim regarding the District's perceived failure to offer facilities in accordance with applicable law."*

WHEREAS, the three (3) portable classrooms are presently located at Canyon Hills Junior High School, 2500 Madrugada Drive, Chino Hills, CA 91709, and all costs of relocating the three (3) portable classrooms to the ASA campus at 5862 C Street, Chino, CA 91710 will be included in the District's construction cost bid;

WHEREAS, as provided by Title 5, California Code of Regulations § 11969.4(a), ASA acknowledges and agrees that the three (3) 24' x 40' portable classrooms to be installed on the ASA campus are, and at all times, shall remain the property of the Chino Valley Unified School District and that, should ASA at any time ever cease the Agreed Use of the three (3) portable classrooms, the right to use and occupy the three (3) portable classrooms shall revert to the District and that ASA will be responsible for reimbursing the District for all costs of removing the three (3) portable classrooms from the ASA campus should the District so desire and so notify ASA;

WHEREAS, ASA and the District acknowledge and agree that the Agreed Use of the three (3) portable classrooms shall be that one (1) portable will be used as a science lab for ASA's lower

NE: _____
SC: 

Page 2 of 9

grade students and the other two (2) portables will be used only as administrative support/office space for ASA and that the two (2) portables will not at any time ever be used as classroom space;

WHEREAS, WLC Architects have provided the District with an “*Architectural/ Engineering Services Proposal, Allegiance STEAM Academy Charter Portable Classrooms, Former El Rancho Elementary School*” dated June 2, 2021 and attached as **Exhibit A**;

WHEREAS, the WLC Architectural/ Engineering Services Proposal states:

“WLC understands that CVUSD is interested in installing up to three 24 x 40 ‘classrooms’ on the campus adjacent to the existing portable buildings. The new portable buildings will be relocated from Canyon Hills Junior High School and will be placed on raised wood foundations, and all will be accessed by a pre-manufactured ramp.

One of the three portables will be outfitted with casework and sinks to function as a Flex Lab space for the elementary school program. It will be placed adjacent to the existing Science Lab portable. The other two portables will serve as administrative support space and require no site outfitting as part of this contract. These two buildings will be placed in the southwest corner of the campus where the previous charter school’s Administration Building had been placed but was subsequently removed.

The site work involved with the project will most likely include:

- 1. Path of travel improvements from the parking lot to the school office and to the new buildings.*
- 2. Electrical connections to the buildings (including power, telephone, data, and fire alarm).*
- 3. Plumbing connections (sewer and water) to the Flex Lab Building.*
- 4. Interior outfitting of the Flex Lab Building.*
- 5. Site work surrounding the new buildings including sidewalk, ramp, and any fencing changes.*

Scope of the Work and Services:

WLC would provide CVUSD with architectural and engineering design services including but not limited to preparing plans and specifications.

We anticipate that this project will require the following design disciplines:

Architectural Design

NE: _____
SC: g

*Plumbing Engineering
Electrical Engineering (power and low voltage)
Civil Engineering”*

WHEREAS, the WLC Architectural/ Engineering Services Proposal also states:

“Excluded Services:

The following services are specifically excluded from the services anticipated within this proposal.

*Plan check fees
Existing utility surveying
Topographic and boundary survey engineering
Fire hydrant flow testing
Geotechnical investigations
Hazardous material studies and reports
SWPPP and WQMP studies*

...

Fee Proposal:

WLC proposes to provide these services for a fee equal to \$2,500.00 per portable building plus 9.0% of the total construction cost of the site improvements.


Site improvement costs will of course vary but could be roughly estimated to be anywhere between \$50,000.00 and \$100,000.00 per building. Therefore, the total a/e fees for a single building may range between \$7,000.00 and \$11,000.00 per building.

...

Reimbursable/Additional Expenses:

Reimbursable expenses will be limited to bid set printing costs. Other additional services will be proposed by WLC and approved by CVUSD prior to commencing any additional design work.”

WHEREAS, ASA agrees with and has no objection to the District’s selection of WLC Architects and/or to the WLC Architects’ June 2, 2021 Architectural/Engineering Services Proposal and acknowledges that the WLC Architectural/Engineering Services Proposal represents a fair and reasonable estimate of the architectural/engineering costs associated with the installation of the three (3) portable classrooms on the ASA campus;

NE: _____
SC: 

NOW, THEREFORE, in consideration of the District's providing the three (3) portable classrooms without charge to ASA and of ASA's payment of all costs of installing the three (3) portable classrooms, and in accordance with ASA's agreement in the District's Amended Facilities Memorandum of Understanding, the ASA Board of Directors hereby agrees to reimburse the District in full for "*all costs and expenses associated with the installation, refurbishment, and removal*" of the three (3) portable classrooms until completed, including:

- All architectural service fees
- All Department of State Architect approval costs
- All advertising and bidding costs
- All construction costs
- All Department of State Architect and special inspections costs
- All project closeout costs
- Any and all other costs paid by the District but excluded from the WLC Architectural Engineering Services Proposal;

WHEREAS, CVUSD Assistant Superintendent, Mr. Gregory J. Stachura, will forward all WLC and other invoices received by the District for all costs and expenses related to installation of the three (3) portables within ten (10) business days of receipt to ASA Chief Executive Officer Dr. Sebastian Cagnetta, and ASA will pay all such invoices within twenty (20) calendar days of receipt by check sent to the attention of CVUSD Facilities & Planning Dept., Mr. Gregory Stachura, at 5130 Riverside Drive, Chino, CA 91710 unless ASA's method of payment is otherwise agreed in writing by the District and ASA.

- 1. Indemnification.** With the exception of any liability, claims, or damages caused by the negligence or willful misconduct of the District, Allegiance STEAM Academy, Inc. and Allegiance STEAM Academy ("Indemnifying Parties") shall indemnify, hold harmless and defend, release and protect the District, its affiliates, successors and assigns, and its officers, board members, employees, and agents ("Indemnified Party" or "Indemnified Parties") against and from any and all claims, demands, actions, causes of action, suits, losses, liabilities, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorneys' fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Indemnified Party or Indemnified Parties that may be asserted or claimed by any person, firm, or entity in connection with this Reimbursement Agreement.

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

- 2. Notice.** Any notice required or permitted to be given under this Reimbursement Agreement shall be deemed to have been given, served and received if given via email or 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

NE: _____
SC: Gn

facsimile transmission, addressed as follows:

If to the District:

Chino Valley Unified School District
5130 Riverside Drive
Chino, CA 91710

Attn: Gregory J. Stachura
Assistant Superintendent, Facilities, Planning & Operations
greg_stachura@chino.k12.ca.us

If to ASA:

Allegiance STEAM Academy
5862 C Street
Chino, CA 91710

Attn: Dr. Sebastian Cognition
Chief Executive Officer
sebastian.cognition@asathrive.org


Any notice emailed, 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.

3. **Amendment.** This Reimbursement Agreement may be amended or modified only by a written instrument executed by all the Parties.
4. **Legal Interpretation.** This Reimbursement Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Reimbursement Agreement shall be filed in the Superior Court of San Bernardino County, California. 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 Reimbursement Agreement on its part to be performed or fulfilled, the Parties agree that the legal rules and principles applicable to contracts shall govern any such action or proceedings.
5. **Legal Representation.** Each party acknowledges that said party has had the opportunity to be represented by independent legal counsel or other representative of choice throughout all of the negotiations which preceded the execution of this Reimbursement Agreement, and that each party has duly executed this Reimbursement Agreement with the consent and approval of any such independent legal counsel and/or representative.

NE: _____
SC: ga

Page 6 of 9

6. **Entire Agreement.** This Reimbursement Agreement is binding upon and shall inure to the benefit of the parties hereto, their respective officers, employees, agents, representatives, predecessors, and successors, past, present, and future. This Reimbursement Agreement is intended by the Parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the agreement and understanding of the Parties hereto with respect to the subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein. This Reimbursement Agreement supersedes all prior discussions, negotiations, and agreements and understandings between the Parties whether oral or written with respect to such subject matter.
7. **Acknowledgement.** In signing this document, all parties acknowledge that they have read the whole Reimbursement Agreement, that they fully understand all of the provisions of the Reimbursement Agreement and the consequences of signing it, accept as adequate the consideration provided herein, and agree to all of the terms and conditions therein.
8. **Legal Fees.** All parties shall bear their own legal fees and costs in connection with the negotiation and execution of this Reimbursement Agreement.
9. **Attorneys' Fees.** In any litigation, arbitration, or other proceeding brought for the interpretation or enforcement of this Reimbursement Agreement, or because of an alleged dispute, default, misrepresentation, or breach in connection with any of the provisions of this Agreement, the prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees, costs, and expenses actually incurred in connection therewith, in addition to any other relief to which he, she, it, or they may be entitled.
10. **Survival of Terms.** If any term, provision, covenant or condition of this Reimbursement Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Reimbursement Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
11. **Waiver.** The waiver by any Party of any breach of any term, covenant, or condition herein contained in this Reimbursement Agreement 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.
12. **Subcontract and Assignment.** Allegiance STEAM Academy, Inc. and Allegiance STEAM Academy shall not assign or sublet this Reimbursement Agreement or any rights, benefits, liabilities and obligations hereunder, to any person or business entity without the District's express written consent, which consent shall be granted at the District's sole and absolute discretion and, if granted, may be conditioned or delayed.
13. **Independent Status.** This Reimbursement Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

NE: _____
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14. Captions. The captions contained in this Reimbursement Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.

15. Execution in Counterparts. This Reimbursement Agreement may be executed in one or more separate counterparts, including electronic and facsimile copies, each of which, when so executed, shall be deemed an original. Such counterparts shall together constitute and be one and the same instrument.

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

17. Board Approval. This Reimbursement Agreement shall become effective upon approval by ASA's Board of Directors followed by approval by the District's Board of Education.

Each person below warrants and guarantees that she/he is legally authorized to execute this Reimbursement Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Reimbursement Agreement. This Reimbursement 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.

APPROVED & ACCEPTED: CHINO VALLEY UNIFIED SCHOOL DISTRICT

Norm Enfield, Ed.D.
Superintendent

Date

NE: _____
SC: GA

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Approved and ratified on _____, 2021 by the Chino Valley Unified School District Board of Education by the following vote:

AYES: _____

NOES: _____

Abstentions: _____


Dr. Norm Enfield
Clerk of the Board of Education

Approved and ratified on 08/02, 2021 by the Allegiance STEAM Academy Inc. Board of Directors by the following vote:

AYES: 3

NOES: 0

Abstentions: 0




Samantha Odo (Aug 4, 2021 09:39 HST)

Samantha Odo
Chairperson of the Board of Directors of Allegiance STEAM Academy

Dr. Sebastian Cogna
Chief Executive Officer
Allegiance STEAM Academy

NE: _____
SC: 

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: August 19, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Richard Rideout, Assistant Superintendent, Human Resources
Isabel Brenes Ed.D., Director, Human Resources
Eric Dahlstrom, Ed.D., 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:IB:ED:mcm

CERTIFICATED PERSONNEL

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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CERTIFICATED MANAGEMENT PERSONNEL FOR THE 2021/2022 SCHOOL YEAR**RESIGNATION**

CABRERA, Kimberly	Principal - HS	Don Lugo HS	08/06/2021
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HIRED AT THE APPROPRIATE PLACEMENT ON THE CERTIFICATED SALARY SCHEDULE AND APPROPRIATE CREDENTIAL FOR THE 2021/2022 SCHOOL YEAR

AMINI, Kayla	Elementary Teacher	Butterfield Ranch ES	07/30/2021
COREL, Tamarra	Elementary Teacher	Butterfield Ranch ES	07/30/2021
AVILA, Zoila	Elementary Teacher	Cattle ES	07/30/2021
SCHNEIDER, Gena	Elementary Teacher	Cattle ES	07/30/2021
BACA, Julianne	Elementary Teacher	Chaparral ES	07/30/2021
CHONG, Sangwoo	Elementary Teacher	Chaparral ES	07/30/2021
VILLANUEVA, Megan	Elementary Teacher	Cortez ES	07/30/2021
ALVAREZ, Samantha	Elementary Teacher	Country Springs ES	07/30/2021
CABRAL, Israel	Elementary Teacher	Country Springs ES	08/02/2021
PEDUTO, Dana	Elementary Teacher	Country Springs ES	07/30/2021
RICHEY, Rebecca	Elementary Teacher	Dickey ES	07/30/2021
FORTE, Emily	Elementary Teacher	Dickson ES	07/30/2021
CHUN, Deborah	Elementary Teacher	Eagle Canyon ES	07/30/2021
EGAN, Madison	Elementary Teacher	Eagle Canyon ES	07/30/2021
HARRADINE, Marissa	Special Education Teacher	Eagle Canyon ES	08/02/2021
AGUILAR, Alexandra	Elementary Teacher	Glenmeade ES	08/03/2021
WILLIAMS, Tracee	Special Education Teacher	Glenmeade ES 80%/ Chaparral ES 20%	07/30/2021
FOUNTAIN, Kelly	Elementary Teacher	Hidden Trails ES	08/02/2021
ECHEVARRIA, Jacob	Special Education Teacher	Liberty ES	08/06/2021
FOY, Alexander	Elementary Teacher	Liberty ES	07/30/2021
GONZALEZ, Cynthia	Elementary Teacher	Liberty ES	07/30/2021
BAUER, Hannah	Elementary Teacher	Litel ES	08/02/2021
BROWN, Jennifer	Elementary Teacher	Litel ES	07/30/2021
HENSON, Jenna	Elementary Teacher	Litel ES	07/30/2021
MARTINEZ, Tierney	Elementary Teacher	Litel ES	07/30/2021
SUAREZ, Deicy	Elementary Teacher	Marshall ES	07/30/2021
FIKSE, Dawn	Special Education Teacher	Newman ES	07/30/2021
QUEZADA, Nicole	Elementary Teacher	Newman ES	07/30/2021
MARTINEZ, Sarah	Elementary Teacher	Newman ES	08/03/2021
LARA, Emily	Elementary Teacher	Oak Ridge ES	07/30/2021
MEDINA, Brienne	Elementary Teacher	Oak Ridge ES	07/30/2021
RODRIGUEZ, Dania	Special Education Teacher	Oak Ridge ES	08/09/2021
HARDING, Rebecca	Elementary Teacher	Rhodes ES	08/06/2021

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>HIRED AT THE APPROPRIATE PLACEMENT ON THE CERTIFICATED SALARY SCHEDULE AND APPROPRIATE CREDENTIAL FOR THE 2021/2022 SCHOOL YEAR</u> (cont.)			
ROSOFF, Rachel	Elementary Teacher	Rhodes ES	07/30/2021
ANDERSON, Allyson	Special Education Teacher	Walnut ES	08/04/2021
GATICA, Stephanie	Elementary Teacher	Walnut ES	07/30/2021
LUEVANOS, Jessica	Elementary Teacher	Walnut ES	08/04/2021
BAKER, Thomas	Elementary Teacher	Wickman ES	08/09/2021
FLORES, Kellie	Elementary Teacher	Wickman ES	07/30/2021
LE, Vanna	Elementary Teacher	Wickman ES	07/30/2021
RAMOS, Gizelle	Elementary Teacher	Wickman ES	07/30/2021
SPRAGUE, Shelley	Elementary Teacher	Wickman ES	07/30/2021
STOFILA, Stephanie	Elementary Teacher	Wickman ES	07/30/2021
ALVARADO, Theresa	Elementary Teacher	Briggs K-8	07/30/2021
ARCINIEGA, Daniel	Math Teacher	Cal Aero K-8	08/05/2021
JACKSON-MAGUINNESS, Jillian	Social Science Teacher	Cal Aero K-8	07/30/2021
LOMELI, Leah	Elementary Teacher	Cal Aero K-8	07/13/2021
WUN, Claire	Science Teacher	Cal Aero K-8	07/30/2021
JOLINE, Daniel	Social Science Teacher	Canyon Hills JHS	07/30/2021
KNIGHT, Christopher	Art Teacher	Canyon Hills JHS	07/30/2021
RINCON, Kathryn	Special Education Teacher	Canyon Hills JHS	08/06/2021
SEYMOUR, Jared	Band Teacher	Canyon Hills JHS	07/30/2021
ESPARZA, Taylor-Anne	English Teacher	Ramona JHS	07/30/2021
CASSEL, Katherine	Special Education Teacher	Ramona JHS	07/30/2021
MATTAR, Christine	English Teacher	Ramona JHS	07/30/2021
DAVIS, Alexandra	English Teacher	Townsend JHS	07/30/2021
KRANAWETTER, Timothy	Special Education Teacher	Townsend JHS	07/30/2021
LIEBESMAN, Amanda	Social Science Teacher	Townsend JHS	07/30/2021
CEBALLOS III, Marcus	Social Science Teacher	Woodcrest JHS	08/03/2021
DELAROSA, Maria	Special Education Teacher	Ayala HS	07/30/2021
GIBSON, Dustin	Biology Teacher	Ayala HS	07/30/2021
SANDS, Sarah	Biology Teacher	Ayala HS	07/30/2021
SIMENTAL, Jennifer	Math Teacher	Ayala HS	07/30/2021
CASTANEDA, Hannah	Chemistry Teacher	Chino HS	07/30/2021
CACNIO, Jose Gerardo	Physics Teacher	Chino Hills HS	07/30/2021
CARDENAS, Aurora	Math Teacher	Chino Hills HS	07/30/2021
HARDEN, Trevor	English Teacher	Chino Hills HS	08/09/2021
HERNANDEZ, Noemi Amarie	English Teacher	Chino Hills HS	07/30/2021
KANTER III, Joseph	Math Teacher	Chino Hills HS	07/30/2021
LOPEZ, Christine	English Teacher	Chino Hills HS	07/30/2021
PROBST, Jonathan	Music Teacher 40%	Chino Hills HS	07/30/2021
WARREN, Makayla	Biology Teacher	Chino Hills HS	07/30/2021
REYES, Michael	Social Science Teacher	Don Lugo HS	08/03/2021

CERTIFICATED PERSONNEL (cont.)

<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 2021/2022 SCHOOL YEAR (cont.)

SEGOVIANO, Gabriella	Spanish Teacher	Don Lugo HS	07/30/2021
PICKETT, Haley	Counselor	Alternative Education	08/06/2021
BRAMLETT, Jasmine	Speech Language Pathologist	Special Education	07/30/2021
FULLER, Yasmine	Speech Language Pathologist	Special Education	08/06/2021
LEM, Joslyn	Speech Language Pathologist	Special Education	07/30/2021
TRAN, Lilian	Speech Language Pathologist	Special Education	07/30/2021
RODRIGUEZ HERNANDEZ, Nayeli	Speech Language Pathologist	Special Education	07/30/2021

RETIREMENT

MACKAY, Suzanne	English Teacher	Townsend JHS	07/09/2021
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RESIGNATION

MACDONALD, Joseph	Special Education Teacher	Oak Ridge ES	07/28/2021
KING, Nina	Elementary Teacher	Rhodes ES	07/30/2021
CATTANI, Nicole	Elementary Teacher	Walnut ES	07/27/2021
OCHOA, Amy	Elementary Teacher	Wickman ES	05/28/2021
SANDOVAL, Caroline	Special Education Teacher	Canyon Hills JHS	06/30/2021
GUZMAN, Cynthia	English Teacher	Townsend JHS	07/13/2021
MCHALE, Ryan	English Teacher	Ayala HS	07/30/2021
MARTINEZ, Stephanie	PE Teacher	Chino HS	07/22/2021
RIVAS, Brisa	Biology Teacher	Chino Hills HS	07/22/2021
ALVAREZ, Valeria	Child Development Teacher	Special Education	07/01/2021

AMENDMENT TO EFFECTIVE DATE AT CLOSED SESSION ON THE JULY 15, 2021

JENKINS, Jacqueline	Assistant Principal – ES	Borba ES	07/26/2021
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TEACHER INDUCTION MENTORS 2021/2022 SCHOOL YEAR

KLINGELBERG, Debbie	Teacher Induction Mentor	Butterfield Ranch ES	08/20/2021
GALLEGOS, Bonni	Teacher Induction Mentor	Chaparral ES	08/20/2021
MCDERMOTT, Megan	Teacher Induction Mentor	Chaparral ES	08/20/2021
HIGA, Christine	Teacher Induction Mentor	Dickey ES	08/20/2021
SMITH, Nadine	Teacher Induction Mentor	Dickey ES	08/20/2021
ARREY, Amanda	Teacher Induction Mentor	Eagle Canyon ES	08/20/2021
BORCHARDT, Paige	Teacher Induction Mentor	Glenmeade ES	08/20/2021
LAGUNAS, Silvia	Teacher Induction Mentor	Glenmeade	08/20/2021
MORSE, Karen	Teacher Induction Mentor	Glenmeade ES	08/20/2021

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>TEACHER INDUCTION MENTORS 2021/2022 SCHOOL YEAR</u> (cont.)			
BAUERLY, Michelle	Teacher Induction Mentor	Litel ES	08/20/2021
LONG, Amanda	Teacher Induction Mentor	Newman ES	08/20/2021
FORT, Mindy	Teacher Induction Mentor	Rhodes ES	08/20/2021
BAKER, Andrea	Teacher Induction Mentor	Rolling Ridge ES	08/20/2021
BUFFINGTON, Carri	Teacher Induction Mentor	Walnut ES	08/20/2021
WIND, Nicole	Teacher Induction Mentor	Walnut ES	08/20/2021
GRAF, Roseann	Teacher Induction Mentor	Wickman ES	08/20/2021
LANE, Cheryl	Teacher Induction Mentor	Wickman ES	08/20/2021
BROADACK, Megan	Teacher Induction Mentor	Cal Aero K-8	08/20/2021
LABRUCHERIE, Kassondra	Teacher Induction Mentor	Cal Aero K-8	08/20/2021
KIM, Doreen	Teacher Induction Mentor	Canyon Hills JHS	08/20/2021
CELAYA, Candida	Teacher Induction Mentor	Magnolia JHS	08/20/2021
KUNISHIMA, John	Teacher Induction Mentor	Townsend JHS	08/20/2021
MARTY, Rachel	Teacher Induction Mentor	Townsend JHS	08/20/2021
DAVIS, Ryan	Teacher Induction Mentor	Ayala HS	08/20/2021
DONOVAN, Kenny	Teacher Induction Mentor	Ayala HS	08/20/2021
ELLINGTON, Matthew	Teacher Induction Mentor	Ayala HS	08/20/2021
ROSA, Karen	Teacher Induction Mentor	Ayala HS	08/20/2021
YEH, Vivian	Teacher Induction Mentor	Ayala HS	08/20/2021
VEGA, Maria	Teacher Induction Mentor	Buena Vista HS	08/20/2021
GARCIA, Heather	Teacher Induction Mentor	Chino Hills HS	08/20/2021
LINDERMULDER, Charlene	Teacher Induction Mentor	Chino Hills HS	08/20/2021
ARMIJO, Michelle	Teacher Induction Mentor	Don Lugo HS	08/20/2021
YU, Sophie	Teacher Induction Mentor	Don Lugo HS	08/20/2021
MENDOZA, Norma	Teacher Induction Mentor	Access & Equity	08/20/2021
GROSS, Heidi	Teacher Induction Mentor	Elementary Curriculum	08/20/2021
IVES, Kris	Teacher Induction Mentor	Elementary Curriculum	08/20/2021
MENDOZA, Alejandra	Teacher Induction Mentor	Elementary Curriculum	08/20/2021
STRADLING, Sandra	Teacher Induction Mentor	Elementary Curriculum	08/20/2021
HAYES-WHITE, Havaughnia	Teacher Induction Mentor	Human Resources	08/20/2021
OIE, Stephanie	Teacher Induction Mentor	Human Resources	08/20/2021
REYNOLDS, Vicki	Teacher Induction Mentor	Human Resources	08/20/2021
SAAVEDRA, Diana	Teacher Induction Mentor	Human Resources	08/20/2021
REESE, Jennifer	Teacher Induction Mentor	Secondary Curriculum	08/20/2021
DELORIA, Denise	Teacher Induction Mentor	Special Education	08/20/2021

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
<u>APPOINTMENT - EXTRA DUTY</u>			
ALFARO, Joaquin (NBM)	Football (B)	Ayala HS	08/20/2021
ALFARO, Jonathan (NBM)	Football (B)	Ayala HS	08/20/2021
BARAJAS, Ashlyn (NBM)	Cross Country (B)	Ayala HS	08/20/2021
BATY, James	Football (GF)	Ayala HS	08/20/2021
CAPPS, Ronald	Girls Golf (GF)	Ayala HS	08/20/2021
CEDERGREN, Andrew	Football (GF)	Ayala HS	08/20/2021
CORDTS, Michael (NBM)	Boys Water Polo (GF)	Ayala HS	08/20/2021
DIMARCO, Tonino (NBM)	Cross Country (GF)	Ayala HS	08/20/2021
DONOVAN, Kenny	Girls Golf (B)	Ayala HS	08/20/2021
FONACIER, Noah (NBM)	Boys Water Polo (B)	Ayala HS	08/20/2021
GORDON, Moriah (NBM)	Girls Volleyball (B)	Ayala HS	08/20/2021
GRACIA III, Arthur	Football (GF)	Ayala HS	08/20/2021
HAMMOND, Kevin (NBM)	Boys Water Polo (GF)	Ayala HS	08/20/2021
HUVER, Colin (NBM)	Boys Water Polo (B)	Ayala HS	08/20/2021
JARAMILLO, Amanda (NBM)	Girls Volleyball (GF)	Ayala HS	08/20/2021
KRANAWETTER, Timothy	Football (B)	Ayala HS	08/20/2021
KURATOR, Thomas (NBM)	Band (B)	Ayala HS	08/20/2021
MARIANI, Dario (NBM)	Boys Water Polo (B)	Ayala HS	08/20/2021
MONTELLO, Matthew (NBM)	Football (B)	Ayala HS	08/20/2021
NGUYEN, Vincent (NBM)	Girls Tennis (B)	Ayala HS	08/20/2021
OJINAGA, Paulette	Girls Tennis (GF)	Ayala HS	08/20/2021
PARKS, Ryan (NBM)	Football (GF)	Ayala HS	08/20/2021
PRELL, Christopher (NBM)	Band (B)	Ayala HS	08/20/2021
REAMS, Randall	Football (B)	Ayala HS	08/20/2021
RODRIGUEZ, Christopher (NBM)	Band (B)	Ayala HS	08/20/2021
SAIZ, Manuel	Football (GF)	Ayala HS	08/20/2021
SIMMONS, Paige (NBM)	Cross Country (B)	Ayala HS	08/20/2021
SIMMONS, Paige (NBM)	Track & Field (B)	Ayala HS	08/20/2021
TIECK, Kevin (NBM)	Band (B)	Ayala HS	08/20/2021
URENA, Luis	Football (GF)	Ayala HS	08/20/2021
UTTERBACK, Torey (NBM)	Boys Water Polo (B)	Ayala HS	08/20/2021
VANDERPOOL, Trevor (NBM)	Band (B)	Ayala HS	08/20/2021
WEIHERT, Jeffrey (NBM)	Girls Volleyball (GF)	Ayala HS	08/20/2021
BLACKBURN Jr., Michael (NBM)	Football (GF)	Chino HS	08/20/2021
CASTANEDA, Hannah (NBM)	Girls Tennis (B)	Chino HS	08/20/2021
CELESTINO, Raquel (NBM)	Boys Water Polo (GF)	Chino HS	08/20/2021
COLINCO, Clyde	Girls Golf (GF)	Chino HS	08/20/2021
CRASK, Madison (NBM)	Girls Volleyball (GF)	Chino HS	08/20/2021
GEORGE, Miles (NBM)	Football (GF)	Chino HS	08/20/2021
HINKLE, Michael	Girls Tennis (GF)	Chino HS	08/20/2021
HERMAN, Steven (NBM)	Band (B)	Chino HS	08/20/2021

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT - EXTRA DUTY</u> (cont.)			
KAYLOR, Matthew (NBM)	Football (GF)	Chino HS	08/20/2021
LAROSA, Joseph	Football (GF)	Chino HS	08/20/2021
LIRA, Alex (NBM)	Cross Country (B)	Chino HS	08/20/2021
MONTOYA, Carlos (NBM)	Football (GF)	Chino HS	08/20/2021
PHELAN, Brian (NBM)	Football (GF)	Chino HS	08/20/2021
PRATT, Joshua (NBM)	Girls Tennis (B)	Chino HS	08/20/2021
SURINA, Patrick	Girls Golf (B)	Chino HS	08/20/2021
VATKIN, Gaby (NBM)	Girls Volleyball (GF)	Chino HS	08/20/2021
BACA, Christopher (NBM)	Football (B)	Chino Hills HS	08/20/2021
BATEMAN, Michael (NBM)	Football (B)	Chino Hills HS	08/20/2021
BINYON, Daniel (NBM)	Football (GF)	Chino Hills HS	08/20/2021
BRAZIL, Frank (NBM)	Football (B)	Chino Hills HS	08/20/2021
BRENNER, Carson (NBM)	Boys Water Polo (B)	Chino Hills HS	08/20/2021
DOZAL, Joshua (NBM)	Football (B)	Chino Hills HS	08/20/2021
DUFFY, McKenna (NBM)	Cheer (B)	Chino Hills HS	08/20/2021
ELLIS, Katelin (NBM)	Girls Volleyball (GF)	Chino Hills HS	08/20/2021
ESPINOSA, Jose	Football (GF)	Chino Hills HS	08/20/2021
FIMBRES, Jacob (NBM)	Football (B)	Chino Hills HS	08/20/2021
HOSTETLER, Kimberly	Cross Country (GF)	Chino Hills HS	08/20/2021
JOHNSON, Keland (NBM)	Football (B)	Chino Hills HS	08/20/2021
LEUNG, Samuel	Girls Tennis (B)	Chino Hills HS	08/20/2021
LOPEZ, Garret (NBM)	Band (B)	Chino Hills HS	08/20/2021
MISAWA, Keane	Girls Golf (GF)	Chino Hills HS	08/20/2021
NOBLETT, Luke (NBM)	Boys Water Polo (B)	Chino Hills HS	08/20/2021
OPPERWALL, Scott (NBM)	Band (B)	Chino Hills HS	08/20/2021
PEREZ, Evan (NBM)	Band (B)	Chino Hills HS	08/20/2021
RUSSELL, Cory (NBM)	Boys Water Polo (B)	Chino Hills HS	08/20/2021
SCHNAKE, Joseph (NBM)	Girls Volleyball (GF)	Chino Hills HS	08/20/2021
SMITH, Bradley (NBM)	Football (B)	Chino Hills HS	08/20/2021
SPENCER, Andre (NBM)	Football (GF)	Chino Hills HS	08/20/2021
STONE, Christopher (NBM)	Cross Country (B)	Chino Hills HS	08/20/2021
STULL, Tyson (NBM)	Football (GF)	Chino Hills HS	08/20/2021
TERRY, Mykeal	Football (GF)	Chino Hills HS	08/20/2021
TOBIN, Timothy (NBM)	Boys Water Polo (GF)	Chino Hills HS	08/20/2021
VASQUEZ Jr., George (NBM)	Football (GF)	Chino Hills HS	08/20/2021
VILLEGAS, Austin (NBM)	Football (B)	Chino Hills HS	08/20/2021
WINTON, Bryce (NBM)	Boys Water Polo (GF)	Chino Hills HS	08/20/2021
YOON, Paul	Girls Tennis (GF)	Chino Hills HS	08/20/2021
ARAMBULA, Lindsay (NBM)	Girls Tennis (GF)	Don Lugo HS	08/20/2021
ASHFORD, Mark (NBM)	Football (GF)	Don Lugo HS	08/20/2021
BALARA, Phillip	Football (B)	Don Lugo HS	08/20/2021

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT - EXTRA DUTY</u> (cont.)			
BARAJAS, Enrique (NBM)	Boys Water Polo (B)	Don Lugo HS	08/20/2021
BAYLON, Cherry (NBM)	Girls Volleyball (GF)	Don Lugo HS	08/20/2021
CASTELLANOS, Eduardo (NBM)	Football (B)	Don Lugo HS	08/20/2021
CLARK, Richard (NBM)	Golf (B)	Don Lugo HS	08/20/2021
CURTIS, DeMarco (NBM)	Football (B)	Don Lugo HS	08/20/2021
FAVELA, Serena (NBM)	Girls Volleyball (GF)	Don Lugo HS	08/20/2021
FINCH, Richard	Football (B)	Don Lugo HS	08/20/2021
GANO, Greg	Football (GF)	Don Lugo HS	08/20/2021
GRAY, Gary (NBM)	Football (B)	Don Lugo HS	08/20/2021
HERNANDEZ, Carlos (NBM)	Football (GF)	Don Lugo HS	08/20/2021
KIM, Jae	Football (B)	Don Lugo HS	08/20/2021
LEPP, Marcus (NBM)	Football (GF)	Don Lugo HS	08/20/2021
LETSO, Kamryn (NBM)	Band (B)	Don Lugo HS	08/20/2021
NILA, Richard (NBM)	Football (B)	Don Lugo HS	08/20/2021
PANATTONI, Jody (NBM)	Football (GF)	Don Lugo HS	08/20/2021
PETERSON, Rebecca	Cross Country (B)	Don Lugo HS	08/20/2021
POLITE, Coby	Cross Country (GF)	Don Lugo HS	08/20/2021
PULLIAM, Scott (NBM)	Football (B)	Don Lugo HS	08/20/2021
ROBLES, Daniel	Football (GF)	Don Lugo HS	08/20/2021
TENG, Lyle (NBM)	Band (B)	Don Lugo HS	08/20/2021
WROTH, Christen (NBM)	Band (B)	Don Lugo HS	08/20/2021
ZAMORA, Nestor (NBM)	Baseball (B)	Don Lugo HS	08/20/2021
TOTAL:			\$32,739.00

CLASSIFIED PERSONNEL

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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CLASSIFIED MANAGEMENT PERSONNEL FOR THE 2020/2021 SCHOOL YEAR**RESIGNATION**

HERRERA LOPEZ, Aura	McKinney-Vento Grant Program Manager (C)	Health Services	06/14/2021
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HIRED AT THE APPROPRIATE PLACEMENT ON THE CLASSIFIED SALARY SCHEDULE**APPOINTMENT**

MOORE, Jo Anna	Playground Supervisor (GF)	Butterfield Ranch ES	08/09/2021
LEE, Ashley	Elementary Library/Media Center Assistant (GF)	Chaparral ES	08/17/2021
SOTELO, Mike	Custodian I (GF)	Chaparral ES	07/26/2021
CHAVEZ, Erica	IA/Special Education/SH (SELPA/GF)	Country Springs ES	08/10/2021
ADAMS, Race	Playground Supervisor (GF)	Eagle Canyon ES	08/09/2021
VILLARREAL, Cynthia	IA/Bilingual-Biliterate Spanish (C)	Glenmeade ES	08/16/2021
HOLLEMAN, Brianna	Playground Supervisor (GF)	Oak Ridge ES	08/11/2021
SOTO, Veronica	Playground Supervisor (GF)	Rhodes ES	08/10/2021
TSENG, Ruby	Bilingual Typist Clerk I Mandarin (C)	Rolling Ridge ES	08/16/2021
RAMIREZ, Melissa	IA/Special Education/SH (SELPA/GF)	Walnut ES	08/11/2021
CRONKITE, Toni	Playground Supervisor (GF)	Cal Aero K-8	08/20/2021
GARCIA, Arlene	Central Kitchen Assistant I (NS)	Canyon Hills JHS	08/06/2021
IASPARRO, Lesa	Health Technician (GF)	Canyon Hills JHS	08/03/2021
AMANCIO, Cynthia	Central Kitchen Assistant I (NS)	Magnolia JHS	08/06/2021
HUACA GUILLEN, Kevin	Custodian II (GF)	Magnolia JHS	08/11/2021
ROSSEN, Christina	ASB Student Store Clerk (GF)	Chino HS	08/09/2021
LONG, Kara	Interpreter-Deaf/Hard of Hearing (GF)	Don Lugo HS	08/09/2021
SANCHEZ, Audrey	Child Care Specialist (CDF)	Child Development	08/09/2021
ROMAN, Marissa	Licensed Vocational Nurse (GF)	Health Services	08/03/2021
VELAZQUEZ VELAZQUEZ, Maria	Bus Driver (GF)	Transportation	08/05/2021

PROMOTION

HERRERA, Patricia	FROM: Typist Clerk II (GF) 8 hrs./201 work days TO: School Secretary I (GF) 8 hrs./215 work days	Cortez ES Cortez ES	07/12/2021
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CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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PROMOTION (cont.)

KUHNS, Richelle	FROM: High School Receptionist (GF) 8 hrs./200 work days TO: Student Body Finance Clerk (GF) 8 hrs./213 work days	Chino HS Chino HS	07/27/2021
BEAVER, Meghan	FROM: Behavior Intervention Aide (SELPA/GF) 6.0 hrs./190 work days TO: Health Technician (GF) 5.5 hrs./185 work days	Special Education Litel ES	08/03/2021

CHANGE IN ASSIGNMENT

KAULULAAU, Deanna	FROM: Playground Supervisor (GF) 1.5 hrs./180 work days and Playground Supervisor (GF) .75 hrs./180 work days TO: Custodian I (GF) 8.0 hrs./180 work days	Borba ES Magnolia JHS Chino HS	08/09/2021
GOMEZ, Abril	FROM: Playground Supervisor (GF) 1.5 hrs./180 work days TO: Bilingual Typist Clerk I-Spanish (GF/C) 6.0 hrs./201 work days	Litel ES Dickson ES	08/04/2021
JIMENEZ, Janice	FROM: Nutrition Services Assistant I (NS) 3.5 hrs./181 work days TO: Health Technician (GF) 5.5 hrs./185 work days	Walnut ES Newman ES	08/03/2021
OGILVIE, Crystal	FROM: Playground Supervisor (GF) 1.75 hrs./180 work days TO: Secondary Library/Media Center Assistant (GF) 4.0 hrs./213 work days	Briggs K-8 Chino Hills HS	07/27/2021
SIRIBAN, Ethel	FROM: Playground Supervisor (GF) 2.0 hrs./234 work days TO: Secondary Library/Media Center Assistant (GF) 4 hrs./213 work days	Cal Aero K-8 Chino HS	08/10/2021

CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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CHANGE IN ASSIGNMENT (cont.)

TAN, Piyada	FROM: Playground Supervisor (GF) 1.75 hrs./234 work days	Cal Aero K-8	08/02/2021
	TO: Bilingual Typist Clerk I-Mandarin (C) 3.5 hrs./200 work days	Country Springs ES	

ADDITIONAL ASSIGNMENT

RIVERA, Kim	Playground Supervisor (GF)	Butterfield Ranch ES	08/09/2021
MANUEL, Kalilah	IA/Special Education (SELPA/GF)	Liberty ES	08/09/2021
NERI, Xochitl	School Community Liaison-Spanish (C)	Newman ES	08/02/2021

INCREASE IN HOURS

MATTHEWS, Stacy	FROM: Secondary Library/Media Center Assistant (GF) 6 hrs./261 contract days	Cal Aero K-8	07/30/2021
	TO: Secondary Library/Media Center Assistant (GF) 7 hrs./261 contract days	Cal Aero K-8	

LEAVE OF ABSENCE

WAKE, Jill	IA/Special Education (SELPA/GF)	Chino HS	08/09/2021 through 08/13/2021
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RESIGNATION OF POSITION

CASTILLO, Monika	Playground Supervisor (GF)	Canyon Hills JHS	08/06/2021
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RESIGNATION

WARD, Rita	Health Technician (GF)	Cattle ES	08/06/2021
EVERETT, Jessica	IA/Special Education/SH (SELPA/GF)	Chaparral ES	08/02/2021
RAMIREZ, Jennifer	Playground Supervisor (GF)	Chaparral ES	08/06/2021
BORREGO, Alicia	Playground Supervisor (GF)	Cortez ES	08/02/2021
SALINAS-MARTINEZ, Irma	Bilingual Typist Clerk I (C)	Dickey ES	08/18/2021
HUISAR, Maxine	IA/Special Education (SELPA/GF)	Glenmeade ES	08/05/2021
MORALES, Keithleen	Playground Supervisor (GF)	Glenmeade ES	08/09/2021
MARTIN, Cecilia	Nutrition Services Manager I (NS)	Hidden Trails ES	08/05/2021
VITTA, Colleen	IA/Special Education (SELPA/GF)	Hidden Trails ES	07/17/2021

CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
CHAVEZ, Iletha	Playground Supervisor (GF)	Liberty ES	08/05/2021
CRUZ, Brianda	IA/Special Education (SELPA/GF)	Liberty ES	07/28/2021
SHUE, Nicole	Playground Supervisor (GF)	Litel ES	07/20/2021
MUNIZ-OLIVERO, Isabel	Nutrition Services Manager I (NS)	Wickman ES	08/06/2021
BARRAZA, Angie	Attendance Clerk (GF)	Canyon Hills JHS	08/18/2021
OVALLE, Wendy	Attendance Clerk (GF)	Magnolia JHS	07/06/2021
ALVAREZ, Rosa	Bilingual Typist Clerk I (C)	Ramona JHS	07/29/2021
WEBER, Kimberly	Career Center Guidance Technician (C)	Chino Hills HS	07/26/2021

RETIREMENT

SANCHEZ, Alice (28 Years of Service)	Nutrition Services Assistant I (NS)	Rhodes ES	10/31/2021
REYNOLDS, Lorrie (35 Years of Service)	Nutrition Services Manager III (NS)	Ramona JHS	08/02/2021

APPOINTMENT OF CLASSIFIED SUBSTITUTES EFFECTIVE JULY 1, 2021, THROUGH JUNE 30, 2022

CHAVEZ, Iletha	DELGADILLO, Nancy	FOLEY, Christopher D.
GAMEZ, Gabriel	GAMEZ, Teresita	GIBSON, Kyla
OROSCO, Jessica	POINTER, Delphine	RAMIREZ MARTINEZ, Elizabeth
REM, Savliying	TRISTAN, Cecilia	VELASQUEZ, Johnny

(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: August 19, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Richard Rideout, Assistant Superintendent, Human Resources
Isabel Brenes, Ed.D., Director, Human Resources
Eric Dahlstrom, Ed.D., Director, Human Resources

SUBJECT: REVISION OF THE PROGRAM SPECIALIST JOB DESCRIPTION

=====

BACKGROUND

Job descriptions are a statement of duties, qualifications, and responsibilities associated with a particular job. It is a matter of standard practice to modify and/or create job descriptions as new positions become necessary, jobs evolve, and responsibilities and duties change. Additionally, changes in organizational structure, student needs, and other factors require the revision of existing positions to support the District's mission of increased student achievement.

The job description for Program Specialist is being revised to update the minimum requirement and increase the salary range. The salary range increase will be effective September 1, 2021.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the revision of the Program Specialist job description.

FISCAL IMPACT

None.

NE:RR:IB:ED:mcm

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Program Specialist – Special Education	REPORTS:	Director, Special Education
DEPARTMENT:	Educational Services SPECIAL EDUCATION	CLASSIFICATION:	Management
FLSA:	Exempt	WORK YEAR:	210
ISSUED:	February 7, 2002	SALARY:	Range 26 21

BASIC FUNCTION:

The Program Specialist provides support in the form of observation, consultation, coaching, one-to-one and group presentations, classroom support, and information for effective instructional and behavioral strategies.

These services are available to parents, administrators, general and regular special educators, and others providing instructional services to children with disabilities or children suspected of having disabilities.

REPRESENTATIVE DUTIES:

Incumbents may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principle job elements.

E = ESSENTIAL FUNCTIONS

MINIMUM REQUIREMENTS:

Assists administrators and teachers with the development and maintenance of Special Education instructional programs to meet federal and state mandates and IEPs. **(E)**

Develops, facilitates, implements, and follow-ups to professional development and other in-services and maintains accountability records for these events. **(E)**

~~Monitors programmatic and regulatory developments and recommends instructional strategies. **(E)**~~

MAINTAINS KNOWLEDGE OF SPECIAL EDUCATION COMPLIANCE, INCLUDING EDUCATION CODE, DISTRICT BOARD POLICIES AND PROCEDURES. **(E)**

Provides support AND TRAINING to parents, administrators, and teachers REGARDING SPECIAL EDUCATION TOPICS SUCH AS COMPLIANCE, ~~for~~ MAINSTREAMING, classroom management, student transitions, and student positive behavioral interventions. **(E)**

Assists ALL ~~Special Education~~ personnel in implementing and coordinating the services in the IEP. Participates as a member of the IEP teams, or as the administrative designee. **(E)**

KNOWS CURRENT INSTRUCTIONAL STANDARDS AND Serves as a resource in the identification, selection, and use of instructional materials, curriculum, methodologies, and strategies.

Maintains and communicates knowledge of current laws and regulations pertaining to individuals with exceptional needs and may be assigned to assist in the preparation of MANDATED REPORTS, complaint(S), ~~mediation~~, and due process materials. (E)

CONDUCTS FILE REVIEWS AND WRITES CLEAR AND CONCISE RESPONSES TO PARENT REQUEST. (E)

PARTICIPATES IN AND/OR FACILITATES IEP MEETINGS AND MAY BE ASSIGNED AS THE LOCAL AGENCY REPRESENTATIVE MAKING ADMINISTRATIVE DECISIONS. (E)

Observes individuals and environments, facilitating and participating in group processes, prepares clear and concise written documents. (E)

Work collaboratively with groups and individuals of diverse backgrounds. (E)

Establish appropriate priorities and deadlines for completion of projects.

Exercise sound judgment, work varied hours at multiple work locations. (E)

Performs other duties as assigned.

Education, Experience, Licenses, and Other Requirements:

Master's degree desirable.

Valid Special Education Credential or School Psychologist Authorization.

Possession of a valid California Administrative Credential authorizing service as an administrator is required.

Experience teaching or providing related Special Education services in the Elementary and/or secondary school years to serve students who are at risk of academic failure and those placed in Special Education programs.

A background of providing support to teachers to implement program goals, utilizing, and adapting the standards and frameworks for the core curriculum in all subject areas, working with methodologies and programs for students' disabilities.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

- Instructional planning and consultation/coordination, as well as general teaching competencies.
- Educational evaluation strategies and detailed working knowledge of various teaching strategies.
- Philosophical, educational, fiscal, and legal aspects affecting related field management.
- Research methods and report writing techniques.
- Record-keeping techniques.
- District organization, operations, policies, and procedures.

- Technical aspects of field of specialty.
- Principles of organization, operation, and supervision.
- Principles, practices, trends, goals, and objectives of public education.
- Modern technology and office procedures and methods, computer equipment, and computer software necessary to perform required duties.
- Applicable federal, state, and local laws, codes, regulations, policies, and procedures related to assigned activities.
- Oral and written communication skills, including English usage, grammar, spelling, punctuation, vocabulary, composition, and mathematics.

ABILITY TO:

- Operate a computer terminal and audio-visual equipment.
- Communicate effectively, both orally and in writing.
- Write in a clear and concise manner for broad public appeal and interpretation.
- Gain cooperation through discussion and persuasion.
- Analyze situations carefully and adopt an effective course of action.
- Interpret, apply, and explain administrative and board policies, laws, and regulations.
- Plan, organize, and prioritize work to meet multiple schedules and deadlines, and manage simultaneous tasks, with many interruptions.
- Work independently with minimum direction and supervision; work under pressure.
- Understand, analyze, and prepare comprehensive narrative and statistical reports.
- Establish and maintain cooperative and effective working relationships with district personnel, community members, and external companies and agencies in the course of performing assigned duties.

WORKING CONDITIONS:

ENVIRONMENT:

- District office environment and school sites.
- Demanding timelines.
- Subject to driving to a variety of locations to conduct work during day and evening hours.
- Subject to frequent interruptions and extensive contact with students, staff, parents, and the public.
- Indoor and outdoor environment.

PHYSICAL DEMANDS:

- Bending at the waist, kneeling, or crouching, and reaching to retrieve and maintain files and records.
- Reaching overhead, above the shoulders and horizontally.
- Dexterity of hands and fingers to operate standard office equipment, computer keyboard, and other equipment necessary to complete the required duties.
- Hearing and speaking to exchange information in person and on the telephone.
- Visual ability to read, and to prepare/process documents and to monitor various services and personnel.
- Sitting for extended periods.
- Standing for extended periods.
- Walking over rough or uneven surfaces.
- Climbing, occasional use of stepladders.

- Physical activity may be required, which could include moderate lifting.

HAZARDS:

- Extended viewing of computer monitor.
- Working around and with office equipment having moving parts.

I have read the above position description and fully understand the requirements set forth therein. I hereby accept the position of Program Specialist – Special Education and agree to abide by the requirements and duties set forth. I will perform all duties and responsibilities to the best of my ability.

(Signature of Employee)

(Date)

In compliance with the Americans with Disabilities Act, the Chino Valley Unified School District will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the Division of Human Resources.

Board Approved: February 7, 2002
Revised: July 15, 2010
REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: August 19, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Richard Rideout, Assistant Superintendent, Human Resources
Isabel Brenes, Ed.D., Director, Human Resources
Eric Dahlstrom, Ed.D., Director, Human Resources

SUBJECT: STUDENT TEACHING AGREEMENT WITH BIOLA UNIVERSITY

=====

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 Biola University.

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

RECOMMENDATION

It is recommended the Board of Education approve the student teaching agreement Biola University.

FISCAL IMPACT

None.

NE:RR:IB:ED:mcm

BIOLA UNIVERSITY, SCHOOL OF EDUCATION AFFILIATION AGREEMENT

This Affiliation Agreement (“Agreement”) is made and entered into this August 20, 2021, by and between BIOLA UNIVERSITY, INC. (hereinafter called “BIOLA”) and CHINO VALLEY UNIFIED SCHOOL DISTRICT (hereinafter called “DISTRICT/ORGANIZATION”).

RECITALS

1. BIOLA has been accredited by the California Commission on Teacher Credentialing to offer: (a) coursework and Student Teaching that can be applied towards multiple subject, single subject, and education specialist instruction (Mild/Moderate) teaching credential requirements; (b) coursework and practicum that meets clinical requirements for the Levels I-V of the Early Childhood permits; (c) an ASHA-approved Master of Science degree in Speech Language Pathology with an embedded CTC-approved Speech Language Pathology credential; (d) a program leading to the Education Specialist Instruction Intern credential in the area of Mild/Moderate; and (e) a program leading to the Multiple Subject and Single Subject Intern credential.
2. DISTRICT/ORGANIZATION is willing to provide educational experience and training to students of BIOLA for the programs selected below in accordance with the terms and conditions of this Agreement (as described in the General Terms and Conditions section below) and the applicable exhibit(s) for the selected program(s). BIOLA desires to use DISTRICT/ORGANIZATION as an opportunity for its students to obtain such experience and training as required by their curriculum.

- ☒ Student Teaching, including Multiple Subject, Single Subject, and Special Education. If selected, BIOLA and DISTRICT/ORGANIZATION agree to the additional terms and conditions in the attached Exhibit A (Terms and Conditions of Student Teaching Experience), which is incorporated herein by reference.
- ☒ Early Childhood Practicum. If selected, BIOLA and DISTRICT/ORGANIZATION agree to the additional terms and conditions in the attached Exhibit B (Terms and Conditions of Early Childhood Practicum Experience), which is incorporated herein by reference.
- ☒ Speech-Language Pathology and Speech-Language Pathology Assistant. If selected, BIOLA and DISTRICT/ORGANIZATION agree to the additional terms and conditions in the attached Exhibit C (Terms and Conditions of Speech-Language Pathology Experience), which is incorporated herein by reference.
- ☒ Education Specialist Intern. If selected, BIOLA and DISTRICT/ORGANIZATION agree to the additional terms and conditions in the attached Exhibit D (Terms and Conditions of Education Specialist Intern Experience), which is incorporated herein by reference.
- ☒ Multiple and Single Subject Intern. If selected, BIOLA and DISTRICT/ORGANIZATION agree to the additional terms and conditions in the attached Exhibit E (Terms and Conditions of Multiple and Single Subject Intern Experience), which is incorporated herein by reference.

GENERAL TERMS AND CONDITIONS

1. Term. This Agreement shall commence on August 20, 2021 and shall continue in effect until June 30, 2026, unless extended in writing by mutual consent of the parties. However, participating students shall be permitted to complete all experiences and training that began prior to the termination date, and with respect to such experiences and training, all terms and conditions of this Agreement and the applicable exhibit(s) shall apply until the last such experience and training is completed.
2. Refusal of Assignment. DISTRICT/ORGANIZATION may, at its sole discretion, refuse to accept any student of BIOLA assigned to DISTRICT/ORGANIZATION, and upon request of DISTRICT/ORGANIZATION, BIOLA shall terminate the assignment of any student of BIOLA to DISTRICT/ORGANIZATION.
3. Status of Participants. It is expressly agreed and understood by the parties that the students of BIOLA participating in experiences and training under this Agreement are in attendance for educational purposes only and that such students and any employees or agents of DISTRICT/ORGANIZATION are not considered employees of BIOLA and shall not receive compensation for services, unemployment or employee benefit programs. In addition, such students and any employees or agents of BIOLA shall not be considered employees of DISTRICT/ORGANIZATION for purposes of payment of compensation for services, workers' compensation insurance, unemployment insurance, state disability insurance, employee benefit programs, or any other purpose, except that students participating in the Education Specialist Intern Program or Multiple and Single Subject Intern Program shall be employees of DISTRICT/ORGANIZATION throughout the duration of their Education Specialist Intern Program or Multiple and Single Subject Intern Program.
4. Responsibilities of BIOLA.
 - 4.1 BIOLA shall designate students for assignment at DISTRICT/ORGANIZATION.
 - 4.2 BIOLA shall be responsible for maintaining academic records of participating students.
 - 4.3 BIOLA shall assign member(s) of its faculty to participating students to assist in the education and training of such students.
 - 4.4 BIOLA shall ensure that participating students shall be free from active tuberculosis and shall provide evidence of tuberculosis screening administered no more than one year prior to the assignment start date at DISTRICT/ORGANIZATION.
5. Responsibilities of DISTRICT/ORGANIZATION.
 - 5.1 DISTRICT/ORGANIZATION shall maintain complete records and reports on participating students' performance and provide an evaluation to BIOLA on forms provided by BIOLA.
 - 5.2 DISTRICT/ORGANIZATION agrees to promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at DISTRICT/ORGANIZATION's schools or classrooms or involving employees or

agents of DISTRICT/ORGANIZATION, to take prompt and effective remedial action when unlawful discrimination or harassment is found to have occurred, and to promptly notify BIOLA of the existence and outcome of any complaint of unlawful discrimination or harassment by, against, or involving any participating student.

5.3 DISTRICT/ORGANIZATION shall permit video capture of participating BIOLA students delivering lessons to DISTRICT/ORGANIZATION students (“Video”) for the sole purpose of submitting CalTPA assessments as required by the California Commission on Teacher Credentialing. Unless DISTRICT/ORGANIZATION notifies BIOLA that DISTRICT/ORGANIZATION already has obtained permissions from parents or legal guardians of DISTRICT/ORGANIZATION participating students to record such Videos, BIOLA shall ensure that participating BIOLA students will obtain signed video consent forms from all parents or legal guardians of DISTRICT/ORGANIZATION participating students prior to recording such Videos. In addition, BIOLA shall require participating BIOLA students to treat Videos as confidential and to not disclose such Videos to any third party without the express written consent of DISTRICT/ORGANIZATION, except as provided herein.

6. Insurance. Each party, at their own expense, shall carry the following insurance coverage in connection with and during the term of this Agreement and will furnish copies of insurance certificates upon request:

6.1 Commercial General Liability Insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate, including an additional insured endorsement naming the other party as an additional insured, including coverage for Sexual Abuse/Molestation which is subject to policy terms and conditions

6.2 Professional Liability Insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate.

6.3 Workers’ Compensation Insurance as required by law. BIOLA shall provide Workers’ Compensation coverage for its participating students.

6.4 Business Auto Liability Insurance in the amount of \$1,000,000.

7. Fingerprint Clearance. In accordance with California Penal Code section 11105.3, participating students will not be placed at DISTRICT/ORGANIZATION with unsupervised access to children until a background check by the Department of Justice, including fingerprint clearance, is completed by BIOLA.

8. Indemnification.

8.1 DISTRICT/ORGANIZATION agrees to indemnify, defend and hold BIOLA, its trustees, officers, employees, agents and representatives, free and harmless from all claims, demands, losses, costs, expenses, liabilities and damages, including attorneys’ fees and costs, arising from any negligent act or omission or intentional conduct of DISTRICT/ORGANIZATION, its trustees, officers, employees, agents and representatives, regarding the subject matter of this Agreement.

- 8.2 BIOLA agrees to indemnify, defend and hold DISTRICT/ORGANIZATION, its trustees, officers, employees, agents and representatives, free and harmless from all claims, demands, losses, costs, expenses, liabilities and damages, including attorneys' fees and costs, arising from any negligent act or omission or intentional conduct of BIOLA, its trustees, officers, employees, agents and representatives, regarding the subject matter of this Agreement.
9. Attorneys' Fees. If any legal action is necessary to enforce the terms of this Agreement or to settle a dispute concerning this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs in addition to any other relief to which that party may be entitled.
10. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the parties hereto.
11. Waiver/Severability. The parties agree that no waiver by either party of any particular provision or right under this Agreement shall be deemed to be a waiver of any other provision or right herein. The parties further agree that each provision or term of this Agreement is intended to be severable from the others so that if any particular provision or term hereof is or determined to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remaining provisions and terms hereof.
12. Integration. This Agreement and the attached applicable exhibit(s) contain the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes any prior agreement between the parties. No provision may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by both parties. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made or relied upon by either party which are not expressly set forth in this Agreement and the applicable exhibit(s).
13. Execution. This Agreement may be executed in counterparts, and a facsimile or duly authorized electronic signature shall have the same force and effect as an original signature penned in ink.
14. Classroom Fieldwork. BIOLA will ensure that participating students have completed the necessary educational prerequisites to be eligible for supervised fieldwork. Specifics of each assignment will be communicated through the BIOLA course professor or student. Students participating in Classroom Fieldwork function as both observer and participant under the supervision of the classroom teacher.

[SIGNATURES ON NEXT PAGE]

BIOLA UNIVERSITY, INC.:

Signature

Date

Printed Name

Title

CHINO VALLEY UNIFIED SCHOOL DISTRICT:

Signature

Date

Printed Name

Title

EXHIBIT A
TERMS AND CONDITIONS OF STUDENT TEACHING EXPERIENCE

The following terms and conditions shall apply to any student teaching experience, including multiple subject, single subject, and education specialist (mild/moderate) teaching credential requirement:

1. Definitions.

- 1.1 “Student Teaching” as used herein means active participation in the daily duties and functions of classroom teaching in classes implementing state-adopted academic core curriculum. DISTRICT/ORGANIZATION employees providing direct supervision and instruction to student teachers must hold valid teaching credentials, other than provisional credentials, issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers. If a student is placed in an English Learner (“EL”) classroom, the supervising teacher shall hold valid EL credentials issued by the California Commission on Teacher Credentialing. In the event an EL credentialed teacher is not available, previous experience teaching English learners is required.
- 1.2 “Session of Student Teaching” as used herein and elsewhere in this Agreement is considered to be a full school day of Student Teaching for one semester or a half-day of Student Teaching for two semesters.

2. Assignments and Rates.

- 2.1 Services shall not exceed twenty-five (25) Student Teaching assignments per semester.
- 2.2 An assignment of a student of BIOLA to Student Teaching in schools or classes of DISTRICT/ORGANIZATION shall be, at the discretion of BIOLA, either for one or two eight-week sessions for multiple subject candidates, for an entire semester or its equivalent for single subject candidates, or for a complete summer session at either level.
- 2.3 BIOLA shall pay DISTRICT/ORGANIZATION for performance by DISTRICT/ORGANIZATION for all services required to be performed by DISTRICT/ORGANIZATION under this Agreement and Exhibit A at the rate of Twenty-five Dollars (\$25.00) per unit of Student Teaching, per session, for each master teacher.
- 2.4 Payments shall be made directly ~~to the master teachers or~~ to DISTRICT/ORGANIZATION, which in turn shall pay the master teachers.
- 2.5 Within a reasonable time following the close of each Session of Student Teaching, BIOLA shall remit payment for the services rendered during said Session for all Student Teaching supervision provided by DISTRICT/ORGANIZATION.

- 2.6 In the event a student remains in a Session of Student Teaching for longer than the stated period, DISTRICT/ORGANIZATION shall receive additional payment at the rate of Twenty-five Dollars (\$25.00) per additional week.
- 2.7 Notwithstanding any other provisions of this Agreement or Exhibit A, BIOLA shall not be obligated to pay DISTRICT/ORGANIZATION any amount in excess of the total sum set forth in this section.
3. Student Teaching Experience. DISTRICT/ORGANIZATION shall provide teaching experience through Student Teaching to schools and classes of DISTRICT/ORGANIZATION not to exceed the number of Student Teaching assignments set forth in paragraph 2.1 above. These students of BIOLA shall possess valid Certificates of Clearance or have signed Affidavits for Certificate of Clearance. Student Teaching shall be provided in the schools or classes of DISTRICT/ORGANIZATION, and under the direct supervision and instruction of employees of DISTRICT/ORGANIZATION, as DISTRICT/ORGANIZATION and BIOLA through their duly authorized representatives may agree upon.
4. Termination. In the event that the assignment of a student of BIOLA to Student Teaching is terminated by BIOLA for any reason after the student begins Student Teaching, DISTRICT/ORGANIZATION shall receive payment for one assignment at the rate specified in paragraph 2.3 above as though there had been no termination of the assignment.

EXHIBIT B
TERMS AND CONDITIONS OF EARLY CHILDHOOD PRACTICUM EXPERIENCE

The following terms and conditions shall apply to any early childhood practicum experience:

1. Definitions.

1.1 “Supervised Early Childhood Practicum” as used herein means active participation in the daily duties and functions of classrooms that implement state-adopted academic core curriculum and/or developmentally, culturally, and linguistically appropriate practices. DISTRICT/ORGANIZATION employees providing direct supervision to Early Childhood Practicum teacher candidates must hold valid Child Development Permits and/or teaching credentials, other than provisional credentials, issued by the California Commission on Teacher Credentialing authorizing them to serve as classroom teachers. If a teacher candidate is placed in an English Learner (“EL”) classroom, the supervising teacher will hold valid EL credentials issued by the California Commission on Teacher Credentialing. In the event an EL credentialed teacher is not available, previous experience teaching English learners is required.

1.2 “Session of Supervised Early Childhood Practicum” as used herein and elsewhere in the Agreement is considered to be a three- to six-hour day of Supervised Early Childhood Practicum for a total of seventy-five (75) hours for one semester or a complete summer session.

2. Assignments and Rates.

2.1 Services shall not exceed twenty-five (25) Supervised Early Childhood Practicum assignments per semester.

2.2 BIOLA shall pay DISTRICT/ORGANIZATION for performance by DISTRICT/ORGANIZATION for all services required to be performed by DISTRICT/ORGANIZATION under this Agreement and Exhibit B at the rate of Twenty-five Dollars (\$25.00) per unit of Supervised Early Childhood Practicum, per session, for each master teacher.

2.3 Payments shall be made directly ~~to the master teachers or~~ to DISTRICT/ORGANIZATION, which in turn shall pay the master teachers.

2.4 Within a reasonable time following the close of each Session of Supervised Early Childhood Practicum, BIOLA shall remit payment for the services rendered during said Session for all Supervised Early Childhood Practicum provided by DISTRICT/ORGANIZATION.

2.5 In the event a student remains in a Session of Supervised Early Childhood Practicum for longer than the stated period, DISTRICT/ORGANIZATION shall receive additional payment at the rate of Twenty-Five Dollars (\$25.00) per additional week.

- 2.6 Notwithstanding any other provisions of this Agreement or Exhibit B, BIOLA shall not be obligated to pay DISTRICT/ORGANIZATION any amount in excess of the total sum set forth in this section.
3. Supervised Early Childhood Practicum Experience. DISTRICT/ORGANIZATION shall provide teaching experience through Supervised Early Childhood Practicum to schools and classes of DISTRICT/ORGANIZATION not to exceed the number of Supervised Early Childhood Practicum assignments set forth in paragraph 2.1 above. These students of BIOLA shall possess valid Certificates of Clearance or have signed Affidavits for Certificate of Clearance. Supervised Early Childhood Practicum shall be provided in such schools or classes of DISTRICT/ORGANIZATION and under the direct supervision and instruction of employees of DISTRICT/ORGANIZATION, as DISTRICT/ORGANIZATION and BIOLA through their duly authorized representatives may agree upon.
4. Termination. In the event that the assignment of a student of BIOLA to Supervised Early Childhood Practicum is terminated by BIOLA for any reason after the student begins Supervised Early Childhood Practicum, DISTRICT/ORGANIZATION shall receive payment for one assignment at the rate specified in paragraph 2.2 above as though there had been no termination of the assignment.

EXHIBIT C
**TERMS AND CONDITIONS OF SPEECH-LANGUAGE PATHOLOGY AND SPEECH-
LANGUAGE PATHOLOGY ASSISTANT EXPERIENCE**

The following terms and conditions shall apply to any speech-language pathology experience:

1. Purpose.

1.1 BIOLA operates a masters level speech-language pathology program. The degree is offered for those desiring to become licensed, certified speech-language pathologists and earn a California State License in Speech-Language Pathology. Candidates completing the required field work experience are eligible to sit for the licensure exam and apply for state licensure as a speech language pathologist. BIOLA also operates an undergraduate level communication disorders program. Students in this program are eligible to apply for the Speech-Language Pathology Assistant (“SLPA”) State License after completing a fieldwork experience.

1.2 The purpose of this Exhibit C is to provide the training required for: (a) students of BIOLA enrolled in the Masters of Science Speech-Language Pathology degree program to be eligible to apply for the California State License in Speech-Language Pathology, and (b) students enrolled in the undergraduate Communication Disorders program to be eligible to apply for the SLPA State License. The parties will mutually benefit by making a clinical training program available to BIOLA students at DISTRICT/ORGANIZATION.

2. Definitions. “Clinical Externship” as used herein and elsewhere in this Agreement means active participation in the daily provision of speech and language intervention services. DISTRICT/ORGANIZATION shall provide a speech-language pathologist (“Clinical Supervisor”) who holds an American Speech and Hearing Association (“ASHA”) Certificate of Clinical Competence and a California Speech-Language Pathologist license to supervise the Clinical Externship.

3. Assignments and Rates

3.1 Services shall not exceed twenty-five (25) Clinical Externship assignments per semester.

3.2 No compensation will be made to any party for Clinical Externship assignments.

4. Responsibilities of DISTRICT/ORGANIZATION.

4.1 To the extent that the activities performed hereunder are subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), participating students, as trainees, shall be considered as members of DISTRICT/ORGANIZATION’s “workforce,” as that term is defined by the HIPAA regulations at 45 C.F.R. section 160.103, and shall be subject to DISTRICT/ORGANIZATION’s policies respecting confidentiality of medical information. To ensure that students comply with such policies,

DISTRICT/ORGANIZATION shall provide students with substantially the same training that it provides to its regular employees regarding confidentiality of medical information.

- 4.2 DISTRICT/ORGANIZATION shall provide the Clinical Supervisor with sufficient and specific time in the work schedule to carry out the supervision duties of the participating student's Clinical Externship. The supervision duties fulfill the requirements of the accreditation of the graduate program so that the student will meet requirements for state licensure and certification. The minimum requirements for these duties include the following:

- 4.2.1 Allocation of sufficient time to directly observe the supervisee as appropriate. ASHA requires supervisors to provide supervision that is appropriate for the level of the supervisee.
- 4.2.2 Allocation of sufficient time to meet directly with the participating student for purposes of feedback and discussion, which shall occur regularly during the course of supervision.

EXHIBIT D
TERMS AND CONDITIONS OF EDUCATION SPECIALIST INTERN EXPERIENCE

The following terms and conditions shall apply to the education specialist intern experience:

1. Intern Qualification. BIOLA shall verify each of the following, as applicable, for all candidates admitted to this internship program (hereinafter referred to as an “Intern”):
 - 1.1 Intern holds a baccalaureate or higher degree from a regionally accredited institution of postsecondary education (Education Code section 44453).
 - 1.2 Intern has completed all pre-service preparation according to the requirements of the credential program (special education), as applicable (Education Code section 44320(d), CCTC Program Standard 2 [2018]).
 - 1.3 Intern has met the subject matter requirement for the subject area(s) in which the Intern is authorized to teach (Education Code section 44325(c)(3)).
 - 1.4 Intern has satisfied Educational Basic Skills Proficiency by passing **one (1)** of the following (Education Code sections 44252 and 44830):
 - 1.4.1 CBEST;
 - 1.4.2 SAT;
 - 1.4.3 ACT; or
 - 1.4.4 AP exam.
2. Intern Supervision. BIOLA shall provide an individual to supervise of each Intern (“Supervisor”); however, DISTRICT/ORGANIZATION shall provide a DISTRICT/ORGANIZATION support person or personnel for each Intern (“Support”) (Education Code section 44462) at the time of hire. Every Supervisor shall possess:
 - 2.1 Current knowledge in the subject matter taught;
 - 2.2 An understanding of the context of public schooling;
 - 2.3 The ability to model best professional practices in teaching and learning, scholarship, and service;
 - 2.4 Knowledge of diverse abilities including cultural, language, ethnic, and gender diversity;
 - 2.5 A thorough grasp of the academic standards, frameworks, and accountability systems that drive public school curricula; and
 - 2.6 A commitment to provide support and supervision related to needs of English learners.

3. Intern Assignment. DISTRICT/ORGANIZATION shall assign each Intern to assume the functions, which are authorized by such Intern's teaching credential (Education Code section 44454). BIOLA represents that Intern's services meet the instructional or service needs of the participating DISTRICT(s)/ORGANIZATION(s) (Education Code section 44458). Public school districts, county offices, and non-public schools are eligible for the Special Education program (Education Code sections 44321 and 44452).
4. Tenure. DISTRICT/ORGANIZATION understands that no Intern shall acquire tenure while serving with an internship credential. A person who, after completing an authorized teaching internship program, is employed for at least one complete school year in a position requiring certification qualifications by the DISTRICT/ORGANIZATION that employed such person as an Intern during the immediately preceding school year and who is reelected for the subsequent school year to a position requiring certification qualifications shall, at the commencement of the subsequent school year, be eligible for tenure (Education Code section 44466).
5. Other Terms and Conditions.
 - 5.1 DISTRICT/ORGANIZATION shall hire each Intern on a part-time or full-time probationary or temporary contract with full pay and benefits.
 - 5.2 DISTRICT/ORGANIZATION shall permit each Intern to use accrued leave or unpaid time, if necessary, to attend class at BIOLA during the BIOLA semester, allowing sufficient travel time, when each Intern has notified the DISTRICT/ORGANIZATION of needed release time prior to assignment and with the acknowledgement that said class may begin as early as 4:00 p.m.
 - 5.3 DISTRICT/ORGANIZATION shall make every attempt, within the constraints of openings available, to place each Intern in a teaching situation which will maximize first year success (supportive principal, available peer support, class selection, etc.).
 - 5.4 DISTRICT/ORGANIZATION and BIOLA will cooperate with the oversight, operation, and evaluation of the program (CCTC Common Standards 1, 2, 3, 4, & 5).
 - 5.5 DISTRICT/ORGANIZATION shall appoint, maintain, evaluate, and compensate trained Support at each Intern's work site. In addition, DISTRICT/ORGANIZATION shall define and document the type and frequency of support services to be provided including identification of protected time for Support to work with each Intern within the school day. DISTRICT/ORGANIZATION shall provide BIOLA with documentation of Support provided to Intern.
 - 5.6 DISTRICT/ORGANIZATION shall document that Support personnel hold: (1) a valid corresponding Clear or Life Credential, and (2) a minimum of three (3) years of successful teaching experience. In addition, if specified English Learner support is to be provided, DISTRICT/ORGANIZATION shall document that Support personnel (e.g. mentor, principal, or other) also hold an English Learner Authorization in addition to the other requirements stated herein (CCTC Common Standard 3).

- 5.7 DISTRICT/ORGANIZATION shall provide each Intern with a full range of teaching responsibilities indicative of a full-time teacher.
- 5.8 DISTRICT/ORGANIZATION and BIOLA will cooperate regarding the provision and documentation of the minimum 144 hours of support and supervision, inclusive of 45 hours English Learner support per school year, adjusted as needed, for each Intern who does not have a current English Learner Authorization or passing score on CTET. BIOLA will provide support/mentoring documentation and monitor the process.
- 5.9 DISTRICT/ORGANIZATION shall work with BIOLA to provide evaluations of each Intern as required for credential decisions (CCTC Common Standards 2 & 5).
- 5.10 DISTRICT/ORGANIZATION 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.
- 5.11 BIOLA internship program coordinators shall coordinate meeting of the Internship Advisory Boards(s) (Intern Precondition 8).
- 5.12 BIOLA shall guide the development of the individual plan for mentoring support and professional development of each Intern in consultation with the Intern and the DISTRICT/ORGANIZATION (CCTC Common Standard 2, Program Standard 6 [2018]).
- 5.13 DISTRICT/ORGANIZATION certifies that Interns will not displace certificated employees in the DISTRICT/ORGANIZATION (Intern Precondition 10). DISTRICT/ORGANIZATION further certifies that when an Intern is hired, there are no available qualified, certificated persons holding the credential.

EXHIBIT E
TERMS AND CONDITIONS OF MULTIPLE AND SINGLE SUBJECT INTERN
EXPERIENCE

The following terms and conditions shall apply to the multiple and single subject intern experience:

1. Intern Qualification. BIOLA shall verify each of the following, as applicable, for all candidates admitted to this internship program (hereinafter referred to as an “Intern”):
 - 1.1 Intern holds a baccalaureate or higher degree from a regionally accredited institution of postsecondary education (Education Code section 44453).
 - 1.2 Intern has completed all pre-service preparation according to the requirements of the credential program, as applicable (Education Code section 44320(d)).
 - 1.3 Intern has met the subject matter requirement for the subject area(s) in which the Intern is authorized to teach (Education Code section 44325(c)(3)).
 - 1.4 Intern has satisfied Educational Basic Skills Proficiency by passing **one (1)** of the following (Education Code sections 44252 and 44830):
 - 1.4.1 CBEST;
 - 1.4.2 SAT;
 - 1.4.3 ACT; or
 - 1.4.4 AP exam.
2. Intern Supervision. BIOLA shall provide an individual to supervise of each Intern (“Supervisor”); however, DISTRICT/ORGANIZATION shall provide a DISTRICT/ORGANIZATION support person or personnel for each Intern (“Support”) (Education Code section 44462) at the time of hire. Every Supervisor shall possess:
 - 2.1 Current knowledge in the subject matter taught;
 - 2.2 An understanding of the context of public schooling;
 - 2.3 The ability to model best professional practices in teaching and learning, scholarship, and service;
 - 2.4 Knowledge of diverse abilities including cultural, language, ethnic, and gender diversity;
 - 2.5 A thorough grasp of the academic standards, frameworks, and accountability systems that drive public school curricula; and
 - 2.6 A commitment to provide support and supervision related to needs of English learners.

3. Intern Assignment. DISTRICT/ORGANIZATION shall assign each Intern to assume the functions, which are authorized by such Intern's teaching credential (Education Code section 44454). BIOLA represents that Intern's services meet the instructional or service needs of the participating DISTRICT(s) (Education Code section 44458). Public school districts and county offices of education are eligible for the Multiple and Single Subject Intern Program (Education Code sections 44321 and 44452).
4. Tenure. DISTRICT/ORGANIZATION understands that no Intern shall acquire tenure while serving with an internship credential. A person who, after completing an authorized teaching internship program, is employed for at least one complete school year in a position requiring certification qualifications by the DISTRICT/ORGANIZATION that employed such person as an Intern during the immediately preceding school year and who is reelected for the subsequent school year to a position requiring certification qualifications shall, at the commencement of the subsequent school year, be eligible for tenure (Education Code section 44466).
5. Other Terms and Conditions.
 - 5.1 DISTRICT/ORGANIZATION shall hire each Intern on a part-time or full-time probationary or temporary contract with full pay and benefits.
 - 5.2 DISTRICT/ORGANIZATION shall permit each Intern to use accrued leave or unpaid time, if necessary, to attend class at BIOLA during the BIOLA semester, allowing sufficient travel time, when each Intern has notified the DISTRICT/ORGANIZATION of needed release time prior to assignment and with the acknowledgement that said class may begin as early as 4:00 p.m.
 - 5.3 DISTRICT/ORGANIZATION shall make every attempt, within the constraints of openings available, to place each Intern in a teaching situation which will maximize first year success (supportive principal, available peer support, class selection, etc.).
 - 5.4 DISTRICT/ORGANIZATION and BIOLA will cooperate with the oversight, operation, and evaluation of the program (CCTC Common Standards 1, 2 3, 4 & 5).
 - 5.5 DISTRICT/ORGANIZATION shall appoint, maintain, evaluate, and compensate trained Support at each Intern's work site. In addition, DISTRICT/ORGANIZATION shall define and document the type and frequency of support services to be provided including identification of protected time for Support to work with each Intern within the school day. DISTRICT/ORGANIZATION shall provide BIOLA with documentation of Support provided to Intern.
 - 5.6 DISTRICT/ORGANIZATION shall document that Support personnel hold: (1) a valid corresponding Clear or Life Credential, and (2) a minimum of three (3) years of successful teaching experience. In addition, if specified English Learner support is to be provided, DISTRICT/ORGANIZATION shall document that Support personnel (e.g. mentor, principal, or other) also hold an English Learner

Authorization in addition to the other requirements stated herein (CCTC Common Standard 3).

- 5.7 DISTRICT/ORGANIZATION shall provide each Intern with a full range of teaching responsibilities indicative of a full-time teacher.
- 5.8 DISTRICT/ORGANIZATION and BIOLA will cooperate regarding the provision and documentation of the minimum 144 hours of support and supervision, inclusive of 45 hours English Learner support per school year, adjusted as needed, for each Intern who does not have a current English Learner Authorization or passing score on CTET. BIOLA will provide support/mentoring documentation and monitor the process.
- 5.9 DISTRICT/ORGANIZATION shall work with BIOLA to provide evaluations of each Intern as required for credential decisions (CCTC Common Standards 2 & 5).
- 5.10 DISTRICT/ORGANIZATION 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.
- 5.11 BIOLA internship program coordinators shall coordinate meeting of the Internship Advisory Boards(s) (Intern Precondition 8).
- 5.12 BIOLA shall guide the development of the individual plan for mentoring support and professional development of each Intern in consultation with the Intern and the DISTRICT/ORGANIZATION (CCTC Common Standard 2).
- 5.13 DISTRICT/ORGANIZATION certifies that Interns will not displace certificated employees in the DISTRICT/ORGANIZATION (Intern Precondition 10). DISTRICT/ORGANIZATION further certifies that when an Intern is hired, there are no available qualified, certificated persons holding the credential.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: August 19, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Richard Rideout, Assistant Superintendent, Human Resources
Isabel Brenes, Ed.D., Director, Human Resources
Eric Dahlstrom, Ed.D., Director, Human Resources

**SUBJECT: FIELDWORK PLACEMENT AGREEMENT WITH THE UNIVERSITY
OF REDLANDS**

=====

BACKGROUND

Student fieldwork provides a high quality of learning, support, and practical classroom experience for professionals in training. The Chino Valley Unified School District has an opportunity to establish a fieldwork agreement with the University of Redlands.

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

RECOMMENDATION

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

FISCAL IMPACT

None.

NE:RR:IB:ED:mcm



EDUCATIONAL FIELDWORK AGREEMENT 2021-2023

This agreement is entered into by and between **CHINO VALLEY UNIFIED SCHOOL DISTRICT** (hereinafter called the “District”), and the **UNIVERSITY OF REDLANDS** (hereinafter called the “University”). This term of agreement shall be from **1 JULY 2021** until **30 JUNE 2023**.

A. RECITALS

1. The purpose of this Agreement is to provide educational fieldwork experiences to students enrolled in the Professional Educational curriculum and/or the Communication Sciences and Disorders graduate curriculum of the University. This Agreement is entered into pursuant to the applicable provisions of the California Educational Code, including, but not limited to, Section 11006.
2. Notwithstanding any other provisions herein, this Agreement shall become operant only pursuant to the provisions of Board Policy/Administrative Regulation of the District.

B. OPERATIVE PROVISIONS

1. The District shall provide educational fieldwork experiences in schools, classes or other appropriate sites of the District, under the direct supervision and instruction of certificated employees of the District, not to exceed 16 semester units of credit per student.
2. The District may, for good cause, refuse to accept for participation, any student of the University assigned to educational fieldwork experiences in the District. The University shall terminate the assignment of any student of the University upon the District’s request, which request shall be made only for good cause.
3. In performance of this Agreement, each of the parties hereto agrees that it shall not discriminate against any student on the basis of race, color, religion, ancestry, national origin, physical or mental impairment, sex, or any other basis prohibited by law.
4. That in accordance with PC 11105.3, pre-service teachers and fieldwork candidates will not be placed in fieldwork experiences in the District with unsupervised access to children until a background check by the Department of Justice, including fingerprint clearance, is complete and received by the University.
5. Pre-service teachers and fieldwork candidates will not be placed in fieldwork experiences in the District without a current negative TB test (skin test dated in the past two years or chest x-ray exam dated within the past five years) and any other required vaccinations, which will be kept on file with the University.

6. University students' assignments to pre-service and clinical fieldwork experiences in schools will be under the following definitions:

“Student Teachers” means persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid classroom teaching experiences and/or individualized therapy under the supervision of a regularly credentialed employee of the District. An assignment of a student of the University to a student teaching or placement in schools of the District shall be at the discretion of the University, working cooperatively with the District. The assignment shall last for a designated period of time, not to exceed a full University semester of 14 weeks.

“Student Interns” means person recommended by the University possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid educational service experiences (counseling, administration, librarianship, etc.) under the supervision of a regularly credentialed employee of the District.

“Student Observers” means persons recommended by the University who have been approved to engage in observation of classroom teaching or other educational services performed by regularly credentialed employees of the District. Student observers may be permitted to engage in limited educational fieldwork experiences under the direct supervision and in the presence of a regularly credentialed employee of the District.

“Education Administration Fieldwork/Interns” means persons recommended by the University who hold a baccalaureate degree from a regionally accredited institution of higher education (EC 44453). The candidate must have either three years' experience (intern) or five years' experience under a prerequisite Preliminary Administrative Services credential (PASC), received a passing score on the CBEST, and is eligible for an Administrative Internship Credential, who have been approved to engage in paid administrative services (if this does not displace a certificated employee). The candidate shall be under the supervision of a regularly credentialed employee of the District and a University Supervisor for a minimum of 16 weeks. The University authorizes the candidates in an administrative internship program to assume the functions authorized by the regular administrative services credential. The University reserves the right to issue or deny the preliminary administrative credential at the end of the internship experience. Either the District or the University may remove the administrative intern for unsatisfactory performance.

PASC students are required to complete 60 hours of fieldwork, 10 hours per course under the supervision of an on-site supervisor/coach, holding an Administrative Services Credential and working in an administrative capacity. Students will complete 20 hours of fieldwork at an elementary site, 20 hours at a middle school site, and 20 hours at a high school site under the supervision of a Supervisor/Coach. Supervisor/Coaches will meet 6 times each semester with the PASC student to 1. Plan a prescribed administrative Fieldwork Experience 2. Implement the plan to enhance the on-site experience 3. Evaluate each area implemented to ensure a completed quality experience 4. Provide quality feedback to the candidate. Supervisor/Coaches are invited to attend planned professional development workshops provided by the School of Education.

“School Counseling Fieldwork Candidates” means persons recommended by the University, who possess a valid certificate of clearance, current TB test, proof of liability insurance, have satisfied the Basic Skills requirement, satisfactorily completed pre-requisite courses and 100 practicum hours. Candidates are concurrently enrolled in a fieldwork support course during their fieldwork experience. Candidates will be under the supervision of a regularly paid Pupil Personnel Service (PPS) credentialed employee of the District (herein referred to as the site supervisor) and the instructor of the fieldwork support course. The fieldwork placement is coordinated by the District who selects a site supervisor who has a minimum of two years’ post-master’s experience related to the candidate’s fieldwork setting, and a minimum of one year at the site. Site supervisors work with candidates to establish goals, complete evaluations, and provide one hour of supervision each week of the fieldwork experience. A total of 800 clock hours of fieldwork are required to complete the PPS School Counseling credential. 600 hours must be completed in public Pre-K-12 settings, and up to 200 hours can be completed in non-public counseling settings. The 600 hours of public Pre-K-12 experience must be completed in a minimum of two different Pre-K-12 levels. The University reserves the right to issue or deny the PPS School Counseling credential at the completion of the student’s program. Either the District or the University may remove the counseling candidate for unsatisfactory performance.

“Communication Sciences and Disorders Fieldwork/Interns” means persons recommended by the University, possessing a certificate of clearance, who have been approved to engage in unpaid educational service experiences (evaluation, conferencing, therapy, etc.), under the supervision of a state credentialed and ASHA certified speech/language pathologist. An assignment of a student of the University to a placement in the Public School shall be at the discretion of the University, working cooperatively with the Public School. The assignment shall last for a designated period of time, typically, but not limited to a semester as agreed upon by the Department and the Chino Valley Unified School District.

7. The assignment of a student of the University to pre-service fieldwork experiences in the District shall be deemed to be effective for the purposes of this Agreement as of the date the University presents to the proper authorities of the District a document effecting such assignment or through other procedures established and communicated by the District.
8. The University will be responsible for providing a University supervisor or person designated and employed by the University to direct, supervise, and evaluate the performance of students of the University engaged in pre-service fieldwork experiences. This person(s) will work cooperatively with those individuals in the District responsible for placement and direct supervision.
9. The University is obligated to maintain neutrality in the District’s labor disputes, to ensure that all field experiences, including practice teaching, will be educationally valid, and to avoid placing its students in situations in which there is a risk of physical injury.
10. In the event of a labor dispute in the District, University students involved in field experiences shall report to the University until the University supervisor and director of fieldwork have assessed the situation.
11. During a labor dispute at a District field experience site, University faculty members who supervise students will visit the District’s school site on a regular basis to observe, to meet with

District personnel, and to determine whether the situation remains educationally valid and physically safe for field experience activity.

12. During disputes, if the situation is educationally valid and physically safe and the District teacher is present in his/her regular position, the University supervisor will allow the student the option of continuing to practice teach at that site or of terminating the assignment.
13. Each party shall maintain all insurance coverages (e.g., Workers' Compensation insurance) necessary to comply with federal, state, or local requirements. Additionally, the parties agree to maintain general liability insurance coverage in amounts not less than One Million Dollars (\$1,000,000) per occurrence, Five Million Dollars (\$5,000,000) in the aggregate. Each party agrees to provide the other party, upon written request, with a certificate of insurance evidencing the required insurance coverage during the duration of this Agreement.
14. Sexual Abuse & Molestation / Misconduct Liability (if potentially will be the only adult with students) \$1M per claim / \$2M aggregate

C. FINANCIAL PROVISION

1. It has been determined between the parties hereto that any payments to be made to the District or its employees under this Agreement do not exceed the actual cost to the District of the services rendered by the District.
2. Notwithstanding any other provisions of this Agreement, the University shall not be obligated by this Agreement to pay the District or its employees any amount in excess of the total sum set forth in financial provisions.
3. For student teachers assigned to schools in the District, the University shall tender to the District an honorarium of \$150.00 per seven-week period, to be paid at the end of the assignment. The District shall reimburse each supervisory master teacher/employee at rates specified herein.
4. For Counseling Fieldwork Candidates only, the University shall tender to the District a \$25.00 honorarium for each 50 hours, to be paid at the end of the assignment. Unless otherwise specified, the District shall reimburse each district supervisor/employee at the rates specified herein.
5. For Communication Sciences and Disorders Fieldwork/Interns only, the University shall tender to the District an honorarium of \$200.00 for each full-time supervisor for each full-time student of the University to be paid at the end of the assignment. The District shall reimburse each master teacher at rates specified herein.

D. ALTERATION DISCLAIMER

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding of agreement not incorporated herein shall be binding on any of the parties hereto.

E. MUTUAL HOLD HARMLESS AND INDEMNIFICATION

THE UNIVERSITY OF REDLANDS shall hold harmless, defend and indemnify **CHINO VALLEY UNIFIED SCHOOL DISTRICT** and its officers, employees, and agents from any and all losses, demands, claims, damages (including costs and attorney fees), or causes of action arising from any negligent or willful act of **THE UNIVERSITY OF REDLANDS**, its officers, employees, or student teachers incurred in the performance of this Agreement.

CHINO VALLEY UNIFIED SCHOOL DISTRICT shall hold harmless, defend and indemnify the **UNIVERSITY OF REDLANDS** and its officers, employees, and agents from any and all losses, demands, claims, damages (including costs and attorney fees), or causes of action arising from any negligent or willful act of **CHINO VALLEY UNIFIED SCHOOL DISTRICT** it's officers, employees, or student teachers incurred in the performance of this Agreement.

F. NO EMPLOYER-EMPLOYEE RELATIONSHIP

No relationship of employer and employee is created by this agreement. It is understood that the student shall have no claim under this agreement against the Chino Valley Unified School District for vacation with pay, sick leave, retirement benefits, medical or dental insurance, worker's compensation benefits or social security contributions.

G. OTHER AGREEMENT

This Agreement replaces all previous agreements between the **UNIVERSITY OF REDLANDS** and the **CHINO VALLEY UNIFIED SCHOOL DISTRICT**. This Agreement may be extended or modified for subsequent periods of time with the written agreement of both parties.

The term of the Agreement shall be from is **1 July 2021 to 30 June 2023**.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

By _____ Date _____
Signator _____
Signator's Title _____

UNIVERSITY OF REDLANDS

By _____ Date _____
Kathy Ogren, Ph.D.
Provost

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: August 19, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

**SUBJECT: REVISION OF BOARD POLICY AND ADMINISTRATIVE
REGULATION 0420.4 PHILOSOPHY, GOALS, OBJECTIVES AND
COMPREHENSIVE PLANS – CHARTER SCHOOL
AUTHORIZATION**

=====

BACKGROUND

Board policies, administrative regulations, and bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current District practice. Board Policy 0420.4 Philosophy, Goals, Objectives and Comprehensive Plans – Charter School Authorization is being revised to reflect new laws (AB 1505 and 1595) which extend the timeline for holding a public hearing to determine the level of support for a charter school petition, extend the timeline for making a final decision to grant or deny the petition, define receipt of the petition for the purpose of determining the beginning of this time period, and require publishing staff recommendations 15 days prior to the hearing at which the final decision will be made. As amended, criteria for reviewing the petition require consideration of the interests of the community in which the school is proposing to locate and prohibit the approval of a new charter school offering nonclassroom-based instruction until January 1, 2022. The administrative regulation reflects new laws (AB 1505 and AB 1595) which revises the required components of a petition to delete a requirement to include annual goals that apply to the nature of the program operated, add a requirement that the petition describe the means by which the charter school will achieve a balance of special education students and English learners that is reflective of the general population within the District, and require that a petition for a charter school operated by or as a nonprofit public benefit corporation include the names and qualification of the governing body. It also reflects new law (AB 982) which requires the petition to include requirements for providing homework assignments, upon request, to students who have been suspended for two or more days. Additionally, the administrative regulation reflects new law (AB 1507) which limits the ability of a charter school to establish a resource center, meeting space, or other satellite facility used for nonclassroom-based independent study outside District boundaries.

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

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

RECOMMENDATION

It is recommended the Board of Education receive for information the revision of Board Policy and Administrative Regulation 0420.4 Philosophy, Goals, Objectives and Comprehensive Plans – Charter School Authorization.

FISCAL IMPACT

None.

NE:smr

CHARTER SCHOOL AUTHORIZATION

The Board of Education recognizes that charter schools may assist the District in offering diverse learning opportunities for District students. In considering any petition to establish a charter school within the District, the Board shall give careful THOUGHTFUL consideration to the potential of the charter school to provide students with a high-quality education that enables them to achieve to their fullest potential.

One or more persons may submit a petition TO THE BOARD for a ~~start-up~~ charter school to be established within the District or for the conversion. ~~In addition, OF an existing District school may be converted to a charter school when deemed beneficial by the District and community or when state or federal law requires restructuring of the school because of low performance.~~ (Education Code 47605)

Any petition for a ~~start-up~~ charter school or ~~conversion~~ charter school shall include all components, and signatures, AND STATEMENTS REQUIRED BY LAW, AS SPECIFIED IN THE ACCOMPANYING ADMINISTRATIVE REGULATION. THE PROPOSED CHARTER SHALL BE ATTACHED TO THE PETITION and ~~shall be submitted to the Board.~~

THE SUPERINTENDENT OR DESIGNEE SHALL CONSULT WITH LEGAL COUNSEL, AS APPROPRIATE, REGARDING COMPLIANCE OF THE CHARTER PETITION WITH LEGAL REQUIREMENTS.

The Superintendent or designee may work with charter school petitioners prior to the formal submission of the petition in order to ensure compliance of the petition with legal requirements. As needed, ~~he/she~~ THE SUPERINTENDENT OR DESIGNEE may ALSO meet with the petitioners to establish workable plans for ~~technical assistance or~~ contracted services which the District may provide to the proposed charter school.

The ~~District~~ BOARD shall not require any District student to attend the charter school nor shall it require any District employee to work at the charter school. (Education Code 47605)

TIMELINES FOR BOARD ACTION

~~Within 30 days of receiving a petition to establish a charter school, the Board shall hold a public hearing to determine the level of support for the petition by teachers, other employees of the District, and parents/guardians. (Education Code 47605)~~

CHARTER SCHOOL AUTHORIZATION (cont.)

Within 60 days of receiving a CHARTER petition, ~~or within 90 days with mutual consent of the petitioners and~~ THE BOARD SHALL HOLD A PUBLIC HEARING ON THE CHARTER PROVISIONS, AT WHICH TIME THE BOARD SHALL CONSIDER THE LEVEL OF SUPPORT FOR THE PETITION BY TEACHERS, OTHER DISTRICT EMPLOYEES, AND PARENTS/GUARDIANS. A PETITION IS DEEMED RECEIVED ON THE DAY THE PETITIONER SUBMITS A PETITION TO THE DISTRICT OFFICE, ALONG WITH A SIGNED CERTIFICATION THAT THE PETITIONER DEEMS THE PETITION TO BE COMPLETE. (Education Code 47605)

~~T~~he Board shall either ~~approve~~ GRANT or deny the ~~request~~ PETITION to ~~establish the charter school~~ AT A PUBLIC HEARING HELD WITHIN 90 DAYS OF RECEIVING THE PETITION, OR WITHIN 120 DAYS WITH THE CONSENT OF BOTH THE PETITIONER AND THE BOARD. (Education Code 47605)

(cf. 9320 - Meetings and Notices)

AT LEAST 15 DAYS BEFORE THE PUBLIC HEARING AT WHICH THE BOARD WILL GRANT OR DENY THE CHARTER, THE DISTRICT SHALL PUBLISH ALL STAFF RECOMMENDATIONS REGARDING THE PETITION, INCLUDING ANY RECOMMENDED FINDINGS AND, IF APPLICABLE, CERTIFICATION FROM THE COUNTY SUPERINTENDENT OF SCHOOLS REGARDING THE POTENTIAL FISCAL IMPACT OF THE CHARTER SCHOOL ON THE DISTRICT. DURING THE PUBLIC HEARING, THE PETITIONERS SHALL HAVE EQUAL TIME AND OPPORTUNITY TO PRESENT EVIDENCE AND TESTIMONY IN RESPONSE TO THE STAFF RECOMMENDATIONS AND FINDINGS. (Education Code 47605)

THE SUPERINTENDENT OR DESIGNEE SHALL MAINTAIN ACCURATE RECORDS, IN RELATION TO EACH CHARTER PETITION, OF DOCUMENTS SUBMITTED, THE BOARD'S PROCEEDINGS, AND THE FINDINGS UPON WHICH THE BOARD'S DECISION IS MADE.

~~In determining whether to grant or deny a charter, the Board shall carefully review the proposed charter as submitted and will not accept or consider any further petition or budget materials.~~

Education Code 47604.32(d) requires that each chartering authority shall "monitor the fiscal condition of each charter school under its authority." Article XVI, Section 6, of the California constitution prohibits state and local agencies from making a gift of public funds or lending the credit of a public agency to any private persons or corporations. Education Code 47615(1) states that "charter schools are part of the public school system." The Board therefore shall not grant a charter petition when the budget submitted with the petition is based upon the sale at any time of the charter school's future receivables to a private person or corporation.

CHARTER SCHOOL AUTHORIZATION (cont.)**APPROVAL OF PETITION**

A CHARTER PETITION SHALL BE GRANTED ONLY IF ~~the Board shall approve the charter petition if~~ IS SATISFIED THAT DOING SO is consistent with sound educational practice AND THE INTERESTS OF THE COMMUNITY IN WHICH THE SCHOOL IS PROPOSING TO LOCATE. In granting charters, the Board shall CONSIDER THE ACADEMIC NEEDS OF THE STUDENTS THE CHARTER SCHOOL PROPOSES TO SERVE AND SHALL give preference to ~~schools best able~~ PETITIONS THAT DEMONSTRATE THE CAPABILITY to provide comprehensive learning experiences for STUDENTS WHO ARE IDENTIFIED BY THE PETITIONER AS academically low-achieving, ~~students according to~~ BASED ON standards established by the California Department of Education (CDE) ~~under Education Code 54032.~~ (Education Code 47605)

The Board may initially grant a charter for a specified term not to exceed five years. (Education Code 47607)

PRIOR TO AUTHORIZING ANY CHARTER, ~~the Board shall ensure~~ VERIFY that ~~any approved~~ THE charter ~~contains~~ INCLUDES adequate processes and measures for MONITORING AND holding the school accountable for fulfilling the terms of its charter AND COMPLYING WITH ALL APPLICABLE LAWS, INCLUDING EDUCATION CODE 47604.1. SUCH PROCESSES AND MEASURES ~~These~~ shall include, but ARE not ~~be~~ limited to, fiscal accountability systems, multiple measures for evaluating the educational program, INSPECTION AND OBSERVATIONS OF ANY PART OF THE CHARTER SCHOOL, and regular reports to the Board.

(cf. 0420.41 - Charter School Oversight)

The approval or denial of a charter petition shall not be controlled by collective bargaining agreements nor subject to review or regulation by the Public Employment Relations Board. (Education Code 47611.5)

The Board may approve one or more memoranda of understanding to clarify the financial and operational agreements between the District and the charter school. Any such memorandum of understanding shall be annually reviewed by the Board and charter school governing body and amended as necessary.

WHEN A PETITION IS APPROVED BY THE BOARD, it shall be the responsibility of the petitioners to provide written notice of the Board's approval and a copy of the charter to the County Superintendent of Schools, the CDE, and the State Board of Education (SBE). (Education Code 47605)

CHARTER SCHOOL AUTHORIZATION (cont.)**DENIAL OF PETITION**

The Board shall SUMMARILY deny any CHARTER petition ~~to authorize the conversion of a private school to a charter school or that proposes to: serve students in a grade level that is not served by the District,~~

1. OPERATE A CHARTER SCHOOL AS OR BY A FOR-PROFIT CORPORATION, A FOR-PROFIT EDUCATIONAL MANAGEMENT ORGANIZATION, OR A FOR-PROFIT CHARTER MANAGEMENT ORGANIZATION (Education Code 47604)
2. CONVERT A PRIVATE SCHOOL TO A CHARTER SCHOOL (Education Code 47602)
3. SERVE STUDENTS IN A GRADE LEVEL THAT IS NOT SERVED BY THE DISTRICT, UNLESS THE PETITION PROPOSES TO SERVE STUDENTS IN ALL THE GRADE LEVELS SERVED BY THE DISTRICT (Education Code 47605)
4. OFFER NONCLASSROOM-BASED INSTRUCTION (Education Code 47612.7)

~~Unless the petition proposes to serve students in all the grade levels served by the District. (Education Code 47602, 47605; 5 CCR 11965)~~

REGARDING ALL Any other charter petitionS, THE BOARD shall be deniedY a petition only if the Board presents MAKES written factual findings specific to the petition that one or more of the following conditions exist: (Education Code 47605; 5 CCR 11967.5.1)

1. The charter school presents an unsound educational program THAT HAS A LIKELIHOOD OF PHYSICAL, EDUCATIONAL, OR PSYCHOLOGICAL HARM TO, OR WHICH IS NOT LIKELY TO PROVIDE AN EDUCATIONAL BENEFIT for, the students to be enrolled in the charter school.
2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.
3. The petition does not contain the number of signatures required.

CHARTER SCHOOL AUTHORIZATION (cont.)

4. The petition does not contain A CLEAR, UNEQUIVOCAL STATEMENT ~~an affirmation of each of the conditions~~ described in Education Code 47605(dE), INCLUDING THAT THE CHARTER SCHOOL WILL BE NONSECTARIAN AND THAT THE SCHOOL SHALL NOT CHARGE TUITION OR DISCRIMINATE AGAINST ANY STUDENT BASED ON THE CHARACTERISTICS SPECIFIED IN EDUCATION CODE 220.
5. The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(bC).
6. THE PETITION DOES NOT CONTAIN A DECLARATION AS TO WHETHER OR NOT THE CHARTER SCHOOL SHALL BE DEEMED THE EXCLUSIVE PUBLIC EMPLOYER OF THE SCHOOL'S EMPLOYEES FOR PURPOSES OF COLLECTIVE BARGAINING PURSUANT TO GOVERNMENT CODE 3540-3549.3.
7. THE CHARTER SCHOOL IS DEMONSTRABLY UNLIKELY TO SERVE THE INTERESTS OF THE ENTIRE COMMUNITY IN WHICH THE SCHOOLS IS PROPOSING TO LOCATE. ANALYSIS OF THIS FINDING SHALL INCLUDE CONSIDERATION OF THE FISCAL IMPACT OF THE PROPOSED CHARTER SCHOOL. A WRITTEN FACTUAL FINDING SHALL DETAIL SPECIFIC FACTS AND CIRCUMSTANCES REGARDING:
 - a. THE EXTENT TO WHICH THE PROPOSED CHARTER SCHOOL WOULD SUBSTANTIALLY UNDERMINE EXISTING SERVICES, ACADEMIC OFFERINGS, OR PROGRAMMATIC OFFERINGS
 - b. WHETHER THE PROPOSED CHARTER SCHOOL WOULD DUPLICATE A PROGRAM CURRENTLY OFFERED WITHIN THE DISTRICT, WHEN THE EXISTING PROGRAM HAS SUFFICIENT CAPACITY FOR THE STUDENTS PROPOSED TO BE SERVED WITHIN REASONABLE PROXIMITY TO WHERE THE CHARTER SCHOOL INTENDS TO LOCATE
8. THE DISTRICT IS NOT POSITIONED TO ABSORB THE FISCAL IMPACT OF THE PROPOSED CHARTER SCHOOL. THE DISTRICT MEETS THIS CRITERION IF IT HAS A NEGATIVE INTERIM CERTIFICATION OR HAS A QUALIFIED INTERIM CERTIFICATION AND THE COUNTY SUPERINTENDENT CERTIFIES THAT APPROVING THE CHARTER SCHOOL WOULD RESULT IN THE DISTRICT HAVING A NEGATIVE INTERIM CERTIFICATION.

CHARTER SCHOOL AUTHORIZATION (cont.)

The Board shall not deny a petition based on the actual or potential costs of serving students with disabilities, nor shall it deny a petition solely because the charter school might enroll disabled students WITH DISABILITIES who reside outside the special education local plan area in which the District participates. (Education Code 47605.7, 47647)

(cf. 0430 - Comprehensive Local Plan for Special Education)

APPEALS

If the Board denies a petition, the petitioners may choose to submit the petition to the County Board of Education and, if then denied by the County Board, to the SBE. (Education Code 47605)

AT THE REQUEST OF THE PETITIONER, THE BOARD SHALL PREPARE THE DOCUMENTARY RECORD, INCLUDING A TRANSCRIPT OF THE PUBLIC HEARING AT WHICH THE BOARD DENIED THE CHARTER, NO LATER THAN 10 BUSINESS DAYS AFTER THE PETITIONER MAKES THE REQUEST. (Education Code 47605)

WITHIN 30 DAYS OF RECEIPT OF AN APPEAL SUBMITTED TO SBE, THE BOARD MAY SUBMIT A WRITTEN OPPOSITION TO SBE DETAILING, WITH SPECIFIC CITATIONS TO THE DOCUMENTARY RECORD, HOW THE BOARD DID NOT ABUSE ITS DISCRETION IN DENYING THE PETITION. (Education Code 47605)

IF EITHER THE COUNTY BOARD OR SBE REMANDS THE PETITION TO THE BOARD BECAUSE THE PETITION ON APPEAL CONTAINS NEW OR DIFFERENT MATERIAL TERMS, THE BOARD SHALL RECONSIDER THE PETITION AND GRANT SHALL OR DENY THE PETITION WITHIN 30 DAYS. (Education Code 47605)

Legal Reference:

EDUCATION CODE

200 Equal rights and opportunities in state educational institutions
220 Nondiscrimination
1240 Duties of County Superintendent
17078.52-17078.66 Charter schools facility funding; state bond proceeds
17280-17317 Field Act
17365-17374 Field Act, fitness for occupancy
32282 Comprehensive safety plan
33126 School Accountability Report Card
41365 Charter school revolving loan fund
42131 Interim certification
42238.51-42238.2 Funding for charter districts
44237 Criminal record summary

CHARTER SCHOOL AUTHORIZATION (cont.)

44830.1 Certificated employees, conviction of a violent or serious felony

45122.1 Classified employees, conviction of a violent or serious felony

46201 Instructional minutes

47600-47616.7 Charter Schools Act of 1992

47640-47647 Special education funding for charter schools

47650-47652 Funding of charter schools

49011 Student fees

51745-51749.6 Independent study

52052 Accountability: numerically significant student subgroups

52060-52077 Local control and accountability plan

56026 Special education

56145-56146 Special education services in charter schools

CORPORATIONS CODE

5110-6910 Nonprofit public benefit corporations

GOVERNMENT CODE

1090-1099 Prohibitions applicable to specified officers

3540-3549.3 Educational Employment Relations Act

6250-6270 California Public Records Act

54950-54963 Ralph M. Brown Act

81000-91014 Political Reform Act of 1974

CODE OF REGULATIONS, TITLE 5

11700.1-11705 Independent study

11960-11968.5.5 Charter schools

UNITED STATES CODE, TITLE 20

7223-7225 Charter schools

COURT DECISIONS

Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130 Cal.App.4th 986

ATTORNEY GENERAL OPINIONS

Opinion No. 11-201 (2018)

89 Ops.Cal.Atty.Gen. 166 (2006)

80 Ops.Cal.Atty.Gen. 52 (1997)

78 Ops.Cal.Atty.Gen. 297 (1995)

Management Resources:

CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Uncharted Waters: Recommendations for Prioritizing Student Achievement and Effective Governance in California's Charter Schools, September 2018

Charter Schools in Focus, Issue 1: Managing the Petition Review Process, Governance Brief, November 2016

Charter Schools and Board Member Responsibilities, Education Insights Legal Update Webcast, March 2016

Charter Schools: A Guide for Governance Teams, rev. February 2016

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Sample Copy of a Memorandum of Understanding

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Dear Colleague Letter: Guidance Regarding the Oversight of Charter Schools Program and Regulatory Requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, August 2016

Charter Schools Program: Title V, Part B of the ESEA, Nonregulatory Guidance, January 2014

Guidance on the Voluntary Use of Race to Achieve Diversity and Avoid Racial Isolation in Elementary and Secondary Schools, December 2011

CHARTER SCHOOL AUTHORIZATION (cont.)

WEBSITES

California School Boards Association: www.csba.org

California Charter Schools Association: www.ccsa.org

California Department of Education, Charter Schools: www.cde.ca.gov/sp/cs

National Association of Charter School Authorizers: www.qualitycharters.org

U.S. Department of Education: www.ed.gov

Chino Valley Unified School District

Policy approved: July 16, 2009

Revised: July 19, 2012

REVISED:

CHARTER SCHOOL AUTHORIZATION

Petition Signatures

To be considered by the Board of Education, a petition for the establishment of a charter school within the District must be signed by ~~one~~ EITHER of the following: (Education Code 47605)

1. A number of parents/guardians equivalent to at least one-half of the number of students that the charter school estimates will enroll in the charter school for its first year of operation
2. A number of teachers equivalent to at least one-half of the number of teachers that the charter school estimates will be employed at the school during its first year of operation

~~If the charter A petition calls THAT PROPOSES TO CONVERT for an existing public school to be converted to a charter school, the petition~~ must be signed by at least 50 percent of the permanent status teachers currently employed at the school. (Education Code 47605)

(cf. 4116 - Probationary/Permanent Status)

~~ANY In circulating a PETITION CIRCULATED TO COLLECT SIGNATUES, the petitioners~~ shall include a prominent statement explaining that a signature means that the parent/guardian'S SIGNATURE MEANS THAT THE PARENT/GUARDIAN is meaningfully interested in having ~~his/her~~ A child attend the charter school, or ~~in the case of~~ a teacher's signature MEANS that the teacher is meaningfully interested in teaching at the charter school. ~~The proposed charter shall be attached to the petition.~~ (Education Code 47605)

Components of Charter Petition

ALL CHARTER PETITIONS SHALL COMPLY WITH THE APPLICABLE REQUIREMENTS OF EDUCATION CODE 47605, OTHER STATE AND FEDERAL LAWS, AND DISTRICT POLICIES.

~~A THE charter petition shall include affirmations of the conditions described in Education Code 47605(d) as well as~~ THAT THE CHARTER SCHOOL WILL BE NONSECTARIAN IN ITS PROGRAMS, ADMISSION POLICIES, EMPLOYMENT PRACTICES, AND OPERATIONS; WILL NOT CHARGE TUITION; AND WILL NOT DISCRIMINATE AGAINST A STUDENT ON THE BASIS OF CHARACTERISTICS LISTED IN EDUCATION CODE 220. THE PETITION SHALL ALSO CONTAIN

CHARTER SCHOOL AUTHORIZATION (cont.)

REASONABLY COMPREHENSIVE descriptions of ~~all of the following~~: (Education Code 47605, ~~47611.5~~)

1. The educational program of the PROPOSED school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling students to become self-motivated, competent, and lifelong learners.

THE PETITION SHALL INCLUDE A DESCRIPTION OF THE CHARTER SCHOOL'S ANNUAL GOALS FOR ALL STUDENTS AND FOR EACH NUMERICALLY SIGNIFICANT SUBGROUP OF STUDENTS IDENTIFIED PURSUANT TO EDUCATION CODE 52052, INCLUDING ETHNIC SUBGROUPS, SOCIOECONOMICALLY DISADVANTAGED STUDENTS, ENGLISH LEARNERS, STUDENTS WITH DISABILITIES, FOSTER YOUTH, AND HOMELESS STUDENTS. THESE GOALS SHALL BE ALIGNED WITH THE STATE PRIORITIES LISTED IN EDUCATION CODE 52060 THAT APPLY TO THE GRADE LEVELS SERVED. THE PETITION ALSO SHALL DESCRIBE SPECIFIC ANNUAL ACTIONS TO ACHIEVE THOSE GOALS. THE PETITION MAY IDENTIFY ADDITIONAL PRIORITIES ESTABLISHED FOR THE PROPOSED SCHOOL, GOALS ALIGNED WITH THOSE PRIORITIES, AND SPECIFIC ANNUAL ACTIONS TO ACHIEVE THOSE GOALS.

(cf. 0460 - Local Control and Accountability Plan)

If the proposed CHARTER school will serve high school students, the petition shall describe the manner in which the charter school will inform parents/guardians about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable, and courses approved by the University of California or the California State University as creditable under the "a-g" admissions criteria may be considered to meet college entrance requirements.

2. The measurable student outcomes identified for use by the charter school. Student outcomes means the extent to which all students of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program INCLUDING OUTCOMES THAT ADDRESS INCREASES IN STUDENT ACADEMIC ACHIEVEMENT BOTH SCHOOLWIDE AND FOR EACH NUMERICALLY SIGNIFICANT SUBGROUP OF STUDENTS SERVED BY THE CHARTER SCHOOL. THE STUDENT OUTCOMES SHALL ALIGN WITH THE STATE PRIORITIES IDENTIFIED IN EDUCATION CODE 52060 THAT APPLY FOR THE GRADE LEVELS SERVED BY THE CHARTER SCHOOL.

CHARTER SCHOOL AUTHORIZATION (cont.)

3. The method by which student progress in meeting those IDENTIFIED student outcomes is to be measured. TO THE EXTENT PRACTICABLE, THE METHOD FOR MEASURING STUDENT OUTCOMES FOR STATE PRIORITIES SHALL BE CONSISTENT WITH THE WAY INFORMATION IS REPORTED ON A SCHOOL ACCOUNTABILITY REPORT CARD.

(cf. 0510 - School Accountability Report Card)

4. The governance structure of the CHARTER school, including, but not limited to, the process to be followed by the school to ensure parent/guardian involvement.
5. The qualifications to be met by individuals to be employed by the CHARTER school.
6. The procedures that the school will follow to ensure the health and safety of students and staff. ~~These procedures shall include~~ THE FOLLOWING requirements:
 - A. ~~that~~ Each CHARTER school employee SHALL furnish the school with a criminal record summary as described in Education Code 44237.
 - B. THE CHARTER SCHOOL SHALL DEVELOP A SCHOOL SAFETY PLAN WHICH INCLUDES THE TOPICS LISTED IN EDUCATION CODE 32282(A)(2)(A)-(J).
 - C. THE CHARTER SCHOOL'S SAFETY PLAN SHALL BE REVIEWED AND UPDATED BY MARCH 1 EACH YEAR.
7. The means by which the CHARTER school will achieve a BALANCE OF racial and ethnic ~~balance among its~~ STUDENTS, SPECIAL EDUCATION STUDENTS, AND ENGLISH LEARNER STUDENTS, INCLUDING REDESIGNATED FLUENT ENGLISH PROFICIENT students, that is reflective of the general population residing within the District's territorial jurisdiction.
8. ~~Admission requirements, if applicable.~~ THE CHARTER SCHOOL'S STUDENT ADMISSION POLICY. THE PETITION SHALL, IN ACCORDANCE WITH EDUCATION CODE 47605, SPECIFY PROCEDURES FOR DETERMINING ENROLLMENT WHEN THE NUMBER OF APPLICANTS EXCEEDS THE SCHOOL'S CAPACITY, INCLUDING REQUIREMENTS FOR THE USE OF A PUBLIC RANDOM DRAWING, ADMISSION PREFERENCES, AND PRIORITY ORDER OF PREFERENCES AS REQUIRED BY LAW AND SUBJECT TO BOARD OF EDUCATION APPROVAL.

CHARTER SCHOOL AUTHORIZATION (cont.)

9. The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the ~~satisfaction of the Board~~'S SATISFACTION.
10. The procedures by which students can be suspended or expelled FOR DISCIPLINARY REASONS OR OTHERWISE INVOLUNTARILY REMOVED FOR ANY REASON, INCLUDING AN EXPLANATION OF HOW THE CHARTER SCHOOL WILL COMPLY WITH FEDERAL AND STATE CONSTITUTIONAL PROCEDURAL AND SUBSTANTIVE DUE PROCESS REQUIREMENTS AS SPECIFIED IN EDUCATION CODE 47605 AND A STATEMENT THAT THE SUSPENSION PROCEDURES WILL INCLUDE REQUIREMENTS PERTAINING TO THE PROVISION OF HOMEWORK ASSIGNMENTS TO SUSPENDED STUDENTS AS SPECIFIED IN EDUCATION CODE 47606.2.

SUCH PROCEDURES SHALL ALSO INCLUDE PROCESSES BY WHICH THE CHARTER SCHOOL WILL NOTIFY THE SUPERINTENDENT OF A DISTRICT, AND BY WHICH THE CHARTER SCHOOL MAY BE NOTIFIED BY THE SUPERINTENDENT OF A DISTRICT, WHEN A STUDENT OR FORMER STUDENT OF THE CHARTER SCHOOL IS EXPELLED OR SUBJECT TO ANY OF THE CIRCUMSTANCES SPECIFIED IN EDUCATION CODE 47605(E)(3).

11. The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.
12. The public school attendance alternatives for students residing within the district who choose not to attend THE charter schools.
13. A description of the rights of any District employee upon leaving District employment to work in a charter school and of any rights of return to the District after employment at a charter school.
14. The procedures to be followed by the charter school and the Board to resolve disputes relating to charter provisions.

~~Education Code 47611.5 further provides that, if the charter does not specify that the charter school shall comply with laws and regulations governing tenure or a merit or civil service system, the scope of representation for that charter school shall also include discipline and dismissal of charter school employees.~~

CHARTER SCHOOL AUTHORIZATION (cont.)

15. A declaration as to whether or not the charter school shall be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining under Government Code 3540-3549.3.
16. CONSISTENT WITH 5 CCR 11962, the procedures to be used if the charter school closes, INCLUDING, BUT NOT LIMITED TO: ~~The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the school, including plans for disposing of any net assets and for the maintenance and transfer of student records.~~
 - A. DESIGNATION OF A RESPONSIBLE ENTITY TO CONDUCT CLOSURE-RELATED ACTIVITIES
 - B. NOTIFICATION TO PARENTS/GUARDIANS, THE BOARD, THE COUNTY OFFICE OF EDUCATION, THE SPECIAL EDUCATION LOCAL PLAN AREA IN WHICH THE CHARTER SCHOOL PARTICIPATES, THE RETIREMENT SYSTEMS IN WHICH THE SCHOOL'S EMPLOYEES PARTICIPATE, AND THE CALIFORNIA DEPARTMENT OF EDUCATION, PROVIDING AT LEAST THE FOLLOWING INFORMATION:
 1. THE EFFECTIVE DATE OF THE CLOSURE
 2. THE NAME(S) AND CONTACT INFORMATION OF THE PERSON(S) TO WHOM REASONABLE INQUIRIES MAY BE MADE REGARDING THE CLOSURE
 3. THE STUDENTS' DISTRICTS OF RESIDENCE
 4. THE MANNER IN WHICH PARENTS/GUARDIANS MAY OBTAIN COPIES OF STUDENT RECORDS, INCLUDING SPECIFIC INFORMATION ON COMPLETED COURSES AND CREDITS THAT MEET GRADUATION REQUIREMENTS
 - C. PROVISION OF A LIST OF STUDENTS AT EACH GRADE LEVEL, THE CLASSES THEY HAVE COMPLETED, AND THEIR DISTRICTS OF RESIDENCE TO THE RESPONSIBLE ENTITY DESIGNATED IN ACCORDANCE WITH ITEM #16A ABOVE

CHARTER SCHOOL AUTHORIZATION (cont.)

- D. TRANSFER AND MAINTENANCE OF ALL STUDENT RECORDS, ALL STATE ASSESSMENT RESULTS, AND ANY SPECIAL EDUCATION RECORDS TO THE CUSTODY OF THE RESPONSIBLE ENTITY DESIGNATED IN ACCORDANCE WITH ITEM #16A ABOVE, EXCEPT FOR RECORDS AND/OR ASSESSMENT RESULTS THAT THE CHARTER MAY REQUIRE TO BE TRANSFERRED TO A DIFFERENT ENTITY
- E. TRANSFER AND MAINTENANCE OF PERSONNEL RECORDS IN ACCORDANCE WITH APPLICABLE LAW
- F. COMPLETION OF AN INDEPENDENT FINAL AUDIT WITHIN SIX MONTHS AFTER THE CLOSURE OF THE CHARTER SCHOOL THAT INCLUDES AN ACCOUNTING OF ALL FINANCIAL ASSETS AND LIABILITIES PURSUANT TO 5 CCR 11962 AND AN ASSESSMENT OF THE DISPOSITION OF ANY RESTRICTED FUNDS RECEIVED BY OR DUE TO THE SCHOOL
- G. DISPOSAL OF ANY NET ASSETS REMAINING AFTER ALL LIABILITIES OF THE CHARTER SCHOOL HAVE BEEN PAID OR OTHERWISE ADDRESSED PURSUANT TO 5 CCR 11962
- H. COMPLETION AND FILING OF ANY ANNUAL REPORTS REQUIRED PURSUANT TO EDUCATION CODE 47604.33
- I. IDENTIFICATION OF FUNDING FOR THE ACTIVITIES IDENTIFIED IN ITEM #16A-H ABOVE

Charter school petitioners shall provide information to the Board regarding the proposed operation and potential effects of the school, including, but not limited to: (Education Code 47605)

- 1. The facilities to be used by the school, including where the school intends to locate

(cf. 7160 - Charter School Facilities)

- 2. The manner in which administrative services of the CHARTER school are to be provided
- 3. Potential civil liability effects, if any, upon the school and district
- 4. Financial statements that include a proposed first-year operational budget, including start-up costs and cash-flow and financial projections for the first three years of operation

CHARTER SCHOOL AUTHORIZATION (cont.)

5. ~~School calendar and bell schedule~~ IF THE CHARTER SCHOOL IS TO BE OPERATED BY OR AS A NONPROFIT PUBLIC BENEFIT CORPORATION, THE NAMES AND RELEVANT QUALIFICATIONS OF ALL PERSONS WHOM THE PETITIONER NOMINATES TO SERVE ON THE GOVERNING BODY OF THE CHARTER SCHOOL
6. ~~Transportation arrangements~~
7. ~~Staff development procedures~~
8. ~~Assurances that the school will provide appropriate services for English-language learners and students with disabilities~~
9. ~~The process, date, and location of the lottery to ensure nondiscrimination in student selection~~

Location of Charter School

~~The Attorney General has opined, in 89 Ops.Cal.Atty.Gen. 166 (2006), that online charter schools are subject to the restrictions and conditions placed upon independent study programs, including the condition that students must reside in the charter school's home county or an adjacent county, and therefore may not receive state funding for the instruction of students who do not reside in the county where the school is chartered or in an adjacent county.~~

Unless otherwise exempted by law, any charter petition ~~submitted to the Board on or after July 1, 2002,~~ shall identify a single charter school that will operate within the geographic boundaries of the District. A charter school may propose to operate at multiple sites within the District as long as each location is identified in the petition. (Education Code 47605, 47605.1)

A charter school ~~that is unable to locate~~ MAY ESTABLISH A RESOURCE CENTER, MEETING SPACE, OR OTHER SATELLITE FACILITY within the ~~district's jurisdictional~~ OF THE SCHOOL DISTRICT WHERE THE CHARTER SCHOOL IS PHYSICALLY LOCATED IF BOTH OF THE FOLLOWING CONDITIONS ARE MET ~~boundaries may establish one site outside district boundaries but within the county, provided that:~~ (Education Code 47605.1)

1. ~~The district is notified prior to approval of the petition.~~ THE FACILITY IS USED EXCLUSIVELY FOR THE EDUCATIONAL SUPPORT OF STUDENTS WHO ARE ENROLLED IN NONCLASSROOM-BASED INDEPENDENT STUDY OF THE CHARTER SCHOOL.

CHARTER SCHOOL AUTHORIZATION (cont.)

2. ~~The County Superintendent of Schools and Superintendent of Public Instruction (SPI) are notified before the charter school begins operations. THE CHARTER SCHOOL PROVIDES ITS PRIMARY EDUCATIONAL SERVICES IN, AND A MAJORITY OF THE STUDENTS IT SERVES ARE RESIDENTS OF, THE COUNTY IN WHICH THE SCHOOL IS AUTHORIZED.~~
3. ~~The school has attempted to locate a single site or facility to house the entire program but such a facility or site is unavailable in the area in which the school chooses to locate, or the site is needed for temporary use during a construction or expansion project.~~

~~A charter school may establish a resource center, meeting space, or other satellite facility located in an adjacent county if both of the following conditions are met: (Education Code 47605.1)~~

1. ~~The facility is used exclusively for the educational support of students who are enrolled in nonclassroom-based independent study of the charter school.~~
2. ~~The charter school provides its primary educational services in, and a majority of the students it serves are residents of, the county in which the school is authorized.~~

~~All charter schools shall be subject to these requirements by June 30, 2005, or upon the expiration of a charter that was in existence on January 1, 2003, whichever is later. Until the later of these dates, any charter school that provided educational services before July 1, 2002, shall be subject to these requirements only for new educational services or school sites it establishes or acquires. (Education Code 47605.1)~~

Charter Approval/Denial

~~Within 30 days of receiving a petition to establish a charter school, the Board shall hold a public hearing to determine the level of support for the petition by teachers, other employees of the district, and parents/guardians. (Education Code 47605)~~

~~(cf. 9320 - Meetings and Notices)~~

~~Within 60 days of receiving a petition, or within 90 days with the consent of the petitioners and the Board, the Board shall either grant or deny the request to establish a charter school. (Education Code 47605)~~

~~The Board shall grant the charter if doing so is consistent with sound educational practice. A charter shall be denied only if the Board presents written factual findings specific to the petition that one or more of the following conditions exist: (Education~~

CHARTER SCHOOL AUTHORIZATION (cont.)

~~Code 47605)~~

- ~~1. The charter school presents an unsound educational program for the students to be enrolled in the charter school.~~
- ~~2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.~~
- ~~3. The petition does not contain the number of signatures required.~~
- ~~4. The petition does not contain an affirmation of each of the conditions described in Education Code 47605(d).~~
- ~~5. The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(b) listed in "Components of Charter Petition" above.~~

~~The Board shall not grant any charter that authorizes the conversion of a private school to a charter school. (Education Code 47602)~~

~~The Board shall not approve any charter petition that proposes to serve students in a grade level that is not served by the district, unless the petition proposes to serve students in all the grade levels served by the district. (Education Code 47605)~~

~~The Board shall not deny a petition based on the actual or potential costs of serving students with disabilities, nor shall it deny a petition solely because the charter school might enroll disabled students who reside outside the Special Education Local Plan Area (SELPA) in which the district participates. (Education Code 47605.7, 47647)~~

~~The approval or denial of a charter petition shall not be controlled by collective bargaining agreements or subject to review or regulation by the Public Employment Relations Board. (Education Code 47611.5)~~

~~In granting charter petitions, the Board shall give preference to schools best able to provide comprehensive learning experiences for academically low-achieving students according to standards established by the California Department of Education (CDE) under Education Code 54032. (Education Code 47605)~~

~~The Board may initially grant a charter for a specified term not to exceed five years. (Education Code 47607)~~

CHARTER SCHOOL AUTHORIZATION (cont.)

~~It shall be the responsibility of the petitioners to provide written notice of the Board's approval and a copy of the charter to the County Superintendent, the CDE, and the State Board of Education (SBE). (Education Code 47605)~~

Material Revisions

~~Material revisions to a charter may be made only with Board approval. Material revisions shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605 and shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed. (Education Code 47607)~~

~~If, after receiving approval of its petition, a charter school proposes to establish operations at one or more additional sites within the district's boundaries, the charter school shall request a material revision to its charter and shall notify the Board of those additional locations. The Board shall consider approval of the additional locations at an open meeting. (Education Code 47605)~~

Renewals

~~A charter school seeking renewal of its charter shall submit a written request to the Board at least 120 days before the term of the charter is due to expire.~~

~~At least 90 days before the term of the charter is due to expire; the Board shall conduct a public hearing to receive input on whether or not to extend the charter. At least 60 days before the expiration date, the Board shall either grant or deny the request for renewal.~~

~~Renewals shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605 and shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed. (Education Code 47607)~~

~~In addition, beginning on January 1, 2005, or after a charter school has been in operation for four years, whichever is later; a charter school shall meet at least one of the following criteria prior to receiving a charter renewal: (Education Code 47607)~~

CHARTER SCHOOL AUTHORIZATION (cont.)

1. ~~The charter school attains its Academic Performance Index (API) growth target in the prior year or in two of the last three years, or in the aggregate for the prior three years.~~
2. ~~The charter school ranks in deciles 4-10 on the API in the prior year or in two of the last three years.~~

~~The charter school ranks in deciles 4-10 on the API for a demographically comparable school in the prior year or in two of the last three years.~~

3. ~~The Board determines that the academic performance of the charter school is at least equal to the academic performance of the public schools that the charter school students would otherwise have been required to attend, as well as the academic performance of district schools, taking into account the composition of the student population that is served at the charter school.~~

~~The Board's determination shall be based on documented, clear, and convincing data; student achievement data from the Standardized Testing and Reporting Program, and any other available assessments, for demographically similar student populations in comparison schools; and information submitted by the charter school. The Board shall submit to the SPI copies of supporting documentation and a written summary of the basis for its determination.~~

~~A charter renewal may not be granted to a charter school prior to 30 days after the school submits related materials.~~

4. ~~The charter school qualifies for an alternative accountability system pursuant to Education Code 52052(h).~~

~~Each renewal shall be for a period of five years. (Education Code 47607)~~

Revocations

The Board may revoke a charter whenever it finds, through a showing of substantial evidence, that the charter school has done any of the following: (Education Code 47607)

1. Committed a material violation of any of the conditions, standards, or procedures set forth in the charter
2. Failed to meet or pursue any of the student outcomes identified in the charter

CHARTER SCHOOL AUTHORIZATION (cont.)

3. Failed to meet generally accepted accounting principles or engaged in fiscal mismanagement
4. Violated any provision of law

Prior to revocation, the Board shall notify the charter school of any violation(s) listed in items #1-4 above and give the school a reasonable opportunity to remedy the violation(s) unless the Board determines, in writing, that the violation(s) constitutes a severe and imminent threat to the health or safety of the students. (Education Code 47607)

If the charter school does not successfully remedy the above violation(s), the Board shall provide the charter school with a written notice of intent to revoke the charter and notice of facts in support of revocation. No later than 30 days after providing the notice of intent to revoke the charter, the Board shall hold a public hearing, in the normal course of business, on the issue of whether evidence exists to revoke the charter. No later than 30 days after the public hearing, unless the Board and the charter school agree to a 30-day extension, the Board shall issue its final decision as to whether or not to revoke the charter. The Board shall not revoke a charter unless the action is supported by written factual findings supported by substantial evidence specific to the charter school. A decision to revoke a charter shall be reported to the County Board of Education and the CDE. (Education Code 47607)

Education Code 47605 further provides that, while an appeal is pending, a charter school whose revocation is based on items #1-2 above will continue to qualify as a charter school for funding and all other purposes of the Charter School Act and may continue to hold all existing grants, resources, and facilities in order to ensure that the education of students enrolled in the school is not disrupted.

~~Requirements for Charter Schools~~

~~In providing general oversight of a charter school, the Board shall determine whether the school meets the legal requirements applicable to charter schools. Each charter school shall:~~

- ~~1. Be nonsectarian in its programs, admission policies, employment practices, and all other operations (Education Code 47605)~~
- ~~2. Not charge tuition (Education Code 47605)~~
- ~~3. Not discriminate against any student on the basis of ethnicity, national origin, gender, or disability (Education Code 47605)~~

CHARTER SCHOOL AUTHORIZATION (cont.)

- ~~4. Adhere to all laws establishing minimum age for public school attendance (Education Code 47610)~~

~~(cf. 5111 - Admission)~~

- ~~5. Serve students who are California residents and who, if over 19 years of age, are continuously enrolled in a public school and making "satisfactory progress" toward a high school diploma as defined in 5 CCR 11965 (Education Code 47612)~~

- ~~6. Serve students with disabilities in the same manner as such students are served in other public schools (Education Code 47646, 56145)~~

~~(cf. 0430 - Comprehensive Local Plan for Special Education) (cf. 6159 - Individualized Education Program)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)~~

- ~~7. Admit all students who wish to attend the school, according to the following criteria and procedures:~~

- ~~a. Admission to the charter school shall not be determined according to the student's place of residence, or that of his/her parents/guardians, within this state, except that any existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to students who reside within the school's former attendance area. (Education Code 47605)~~

~~However, if a charter school will be physically located in a public elementary school attendance area in which 50 percent or more of the student enrollment is eligible for free or reduced-price meals, it may also establish an admissions preference for students who are currently enrolled in the public elementary school and for students who reside in the public school attendance area. (Education Code 47605.3)~~

- ~~b. If the number of students who wish to attend the charter school exceeds the school's capacity, attendance shall be determined by a public random drawing, except that preferences shall be extended to students currently attending the charter school and students who reside in the district, except as provided for in Education Code 47614.5. In the event of a drawing, the Board shall make reasonable efforts to accommodate the growth of the charter school and shall not take any action to impede the charter school from expanding enrollment to meet student demand. (Education Code 47605)~~

CHARTER SCHOOL AUTHORIZATION (cont.)

- ~~c. Other admissions preferences may be permitted by the Board on an individual school basis as consistent with law.~~
- ~~8. Require its teachers to hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold (Education Code 47605)~~
- ~~(cf. 4112.2 - Certification)~~
- ~~9. Require its teachers of core academic subjects to satisfy requirements for "highly qualified teachers" as defined by the SBE (20 USC 6319; 34 CFR 300.18)~~
- ~~(cf. 4112.24 - Teacher Qualifications under the No Child Left behind Act)~~
- ~~10. Not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law (Education Code 44830.1, 45122.1)~~
- ~~(cf. 4112.5 / 4312.5 - Criminal Record Check)~~
- ~~(cf. 4212.5 - Criminal Record Check)~~
- ~~11. Meet the requirements of Education Code 47611 regarding the State Teachers' Retirement System (Education Code 47610)~~
- ~~12. Meet the requirements of Government Code 3540-3549.3 related to collective bargaining in public education employment (Education Code 47611.5)~~
- ~~13. If applicable, meet federal requirements for qualifications of paraprofessionals working in programs supported by Title I funds (20 USC 6319)~~
- ~~(cf. 4222 - Teacher Aides/Paraprofessionals)~~
- ~~14. Meet all statewide standards and conduct the student assessments required by Education Code 60605 and 60851 and any other statewide standards or student assessments applicable to noncharter public schools (Education Code 47605, 47612.5)~~
- ~~(cf. 6011 - Academic Standards)~~
- ~~(cf. 6162.51 - Standardized Testing and Reporting Program)~~
- ~~(cf. 6162.52 - High School Exit Examination)~~

CHARTER SCHOOL AUTHORIZATION (cont.)

- ~~15. Offer at least the number of instructional minutes set forth in Education Code 47612.5 for the grade levels provided by the charter school (Education Code 47612.5)~~

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

- ~~16. Meet the requirements of Education Code 51745-51749.3 if it provides independent study, except that it may be allowed to offer courses required for graduation solely through independent study as an exception to Education Code 51745(e) (Education Code 47612.5, 51747.3; 5 CCR 11705)~~

~~(cf. 6158 - Independent Study)~~

- ~~17. Identify and report to the SPI any portion of its average daily attendance that is generated through nonclassroom-based instruction, including, but not limited to, independent study, home study, work study, and distance and computer-based education (Education Code 47612.5, 47634.2)~~

- ~~18. On a regular basis, consult with parents/guardians and teachers regarding the school's educational programs (Education Code 47605)~~

- ~~19. Maintain written contemporaneous records that document all student attendance and make these records available for audit and inspection (Education Code 47612.5)~~

- ~~20. If a student subject to compulsory full-time education is expelled or leaves the charter school without graduating or completing the school year for any reason, notify the Superintendent of the school district of the student's last known address within 30 days and, upon request, provide that district with a copy of the student's cumulative record, including a transcript of grades or report card, and health information (Education Code 47605)~~

- ~~21. By January 1, 2007, comply with the California Building Standards Code as adopted and enforced by the local building enforcement agency with jurisdiction over the area in which the charter school is located, unless the charter school facility meets either of the following conditions: (Education Code 47610, 47610.5)~~

- ~~a. The facility complies with the Field Act pursuant to Education Code 17280-17317 and 17365-17374.~~

CHARTER SCHOOL AUTHORIZATION (cont.)

- ~~b. The facility is exclusively owned or controlled by an entity that is not subject to the California Building Standards Code, including, but not limited to, the federal government.~~
- ~~22. Promptly respond to all reasonable inquiries from the district, the county office of education, or the SPI, including, but not limited to, inquiries regarding its financial records (Education Code 47604.3)~~
- ~~23. Annually prepare and submit financial reports to the district Board and the County Superintendent in accordance with the following reporting cycle:~~
 - ~~a. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement. (Education Code 47604.33)~~
 - ~~b. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. (Education Code 47604.33)~~
 - ~~c. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31. (Education Code 47604.33)~~
 - ~~d. By September 15, a final unaudited report for the full prior year. The report submitted to the Board shall include an annual statement of all the charter school's receipts and expenditures for the preceding fiscal year. (Education Code 42100, 47604.33)~~
 - ~~e. By December 15, a copy of the charter school's annual, independent financial audit report for the preceding fiscal year, unless the charter school's audit is encompassed in the district's audit. The audit report shall also be submitted to the state Controller and the CDE. (Education Code 47605)~~

Administrative and Other District Services

~~The district may charge for the actual costs of supervisorial oversight of a charter school not to exceed one percent of the charter school's revenue. If the district is able to provide substantially rent-free facilities to the charter school, the district may charge actual costs up to three percent of the charter school's revenue for supervisorial oversight. (Education Code 47613)~~

CHARTER SCHOOL AUTHORIZATION (cont.)

~~The charter school may separately purchase administrative or other services from the district or any other source. (Education Code 47613)~~

~~At the request of a charter school, the Superintendent or designee shall create and submit any reports required by the State Teachers' Retirement System and the Public Employees' Retirement System on behalf of the charter school. The charter school may be charged for the actual costs of the reporting services, but shall not be required to purchase payroll processing services from the district as a condition for creating and submitting these reports. (Education Code 47611.3)~~

Waivers

~~If a charter school submits to the district an application for a waiver of any state Education Code provisions, the Board shall hold a public hearing on the waiver request no later than 90 days following receipt of the request. (Education Code 33054)~~

~~The Superintendent or designee shall subsequently prepare a summary of the public hearing to be forwarded with the waiver request to the SBE. If the Board recommends against approval of the waiver request, it shall set forth the reasons for its disapproval in written documentation that shall be forwarded to the SBE. (Education Code 33054)~~

District Oversight

~~For each charter school under the Board's authority, the Superintendent shall: (Education Code 47604.32, 47604.33)~~

- ~~1. Identify at least one staff member as a contact person for the charter school~~
- ~~2. Visit the charter school at least annually~~
- ~~3. Ensure that the charter school complies with all reports required of charter schools by law~~
- ~~4. Monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the reports listed above in "Requirements for Charter Schools"~~
- ~~5. Provide timely notification to the CDE if a renewal of the charter is granted or denied, the charter is revoked, or the charter school will cease operation for any reason~~

CHARTER SCHOOL AUTHORIZATION (cont.)

~~The Board and the Superintendent or designee may inspect or observe any part of the charter school at any time. (Education Code 47607)~~

Chino Valley Unified School District

Regulation approved: June 18, 2009

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: August 19, 2021
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
**SUBJECT: REVISION OF BOARD POLICY 1325 COMMUNITY RELATIONS –
ADVERTISING AND PROMOTION**

=====

BACKGROUND

Board policies, administrative regulations, and bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current District practice. Board Policy 1325 Community Relations – Advertising and Promotion is being revised to add the District’s process for the electronic flyer distribution system.

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

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

RECOMMENDATION

It is recommended the Board of Education receive for information the revision of Board Policy 1325 Community Relations – Advertising and Promotion.

FISCAL IMPACT

None.

NE:smr

ADVERTISING AND PROMOTION

The Board of Education establishes this policy to ensure effective and consistent implementation of its directions related to advertisements and promotions by non-school groups in school sponsored publications, websites, and social media and on school facilities. Student speech shall be regulated in accordance with BP/AR 5145.2 – Freedom of Speech/Expression.

(cf. 1113 - District and School Websites)
(cf. 1114 - District Sponsored Social Media)
(cf. 1330 - Use of School Facilities)
(cf. 5145.2 - Freedom of Speech/Expression)
(cf. 6145.5 - Student Organizations and Equal Access)

Limited Public Forum

The Board desires to promote positive relationships between ~~the~~ District schools and the community in order to enhance community PARTNERSHIPS, support, and involvement in the schools.

IN ADDITION TO TRADITIONAL MODES OF DISTRIBUTION, THE DISTRICT UTILIZES AN ELECTRONIC FLYER DISTRIBUTION SYSTEM SUPPORTED THROUGH A THIRD-PARTY VENDOR THAT PRESERVES NATURAL RESOURCES, MAINTAINS FISCAL RESPONSIBILITY, EMBRACES THE USE OF INNOVATIVE TECHNOLOGY, REDUCES MULTI-TIER APPROVAL, AND CONTINUES THE DISTRICT'S MISSION OF PROVIDING INFORMATION TO THE CVUSD COMMUNITY IN A TIMELY AND EFFECTIVE MANNER.

The Superintendent or designee may approve:

1. Distribution of noncommercial materials that publicize services, special events, public meetings, or other gatherings of interest to students or parents/guardians

(cf. 1400 - Relations Between Other Governmental Agencies and Schools)
(cf. 6162.8 - Research)

2. Distribution of promotional materials of a commercial nature to students or parents/guardians

(cf. 1700 - Relations Between Private Industry and the Schools)

3. Paid advertisements on school property, including, but not limited to, advertisements on billboards and scoreboards
- 4.

ADVERTISING AND PROMOTION (cont.)

5. Paid advertisements in school sponsored publications, yearbooks, announcements, and other school communications, including websites and social media
6. Products and materials donated by commercial enterprises for educational use, including those that bear the name and/or logo of the donor, as long as they do not unduly promote the donor or any commercial activity or product

(cf. 3290 - Gifts, Grants and Bequests)

(cf. 6161.11 - Supplementary Instructional Materials)

Prior to the distribution, posting, or publishing of any non-school group's promotional materials or advertisement, the Superintendent, principal, or designee shall review the materials or advertisement based on the criteria listed below. He/she may not disapprove materials or advertisement in an arbitrary or capricious manner or in a way that discriminates against a particular viewpoint on a subject that is otherwise allowed by Board policy.

All materials to be distributed shall bear the name and contact information of the sponsoring entity.

As necessary, the Superintendent, principal, or designee shall require a disclaimer on any non-school group's promotional materials to be distributed, posted, or published, stating that the distribution, posting, or publishing of the materials does not imply district endorsement of the group's activities, products, or services. District and school sponsored publications shall include a disclaimer stating that the district or school does not endorse any advertised products or services.

Criteria for Approval

The Superintendent, principal, or designee shall not accept for distribution, OR ALLOW ON SCHOOL PROPERTY, any materials, or advertisements that:

1. Are lewd, obscene, libelous, or slanderous
2. Incite students to commit unlawful acts, violate school rules, or disrupt the orderly operation of the schools
3. Promote any particular political interest, candidate, party, or ballot measure, unless the candidates or advocates from all sides are provided the opportunity to present their views to the students during school hours or during events scheduled pursuant to the Civic Center Act

(cf. 1160 - Political Processes)

(cf. 4119.25 - Political Activities of Employees)

ADVERTISING AND PROMOTION (cont.)

4. Proselytize or position the district on any side of a controversial issue

(cf. 6144 - Controversial Issues)

5. Discriminate against, attack^{red}, or denigrate any group on account of any unlawful consideration

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

6. Promote the use or sale of materials or services that are illegal or inconsistent with school objectives, including, but not limited to, materials or advertisements for tobacco, intoxicants, non-nutritious foods and beverages, and movies or products unsuitable for children

(cf. 5030 - Student Wellness)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.62 - Tobacco)

7. Solicit funds or services for an organization, with the exception of solicitations authorized in Board policy

(cf. 1321 - Solicitation of Funds from and by Students)

8. Distribute unsolicited merchandise for which an ensuring payment is requested

The Superintendent or designee also may consider the educational value of the materials or advertisements, the age or maturity of the students in the intended audience, and whether the materials or advertisements support the basic educational mission of the District, directly benefit the students, or are of intrinsic value to the students or their parents/guardians. THE DISTRICT RESERVES THE RIGHT TO DENY ANY REQUEST.

(cf. 0000 - Vision)

Schools may establish additional criteria pertaining to the content of advertisements in school publications and yearbooks, as deemed appropriate by the Superintendent or designee in accordance with law and Board policy.

Legal Reference:

EDUCATION CODE

7050-7058 Political activities of school officers and employees

35160 Authority of governing boards

35160.1 Broad authority of school districts

35172 Promotional activities

38130-38139 Civic Center Act

49430-49434 The Pupil Nutrition, Health, and Achievement Act of 2001, especially:

ADVERTISING AND PROMOTION (cont.)

49431.9 Advertisement of non-nutritious foods

BUSINESS AND PROFESSIONS CODE

25664 Advertisements encouraging minors to drink

CALIFORNIA CONSTITUTION

Article 1, Section 2 Free speech rights

U.S. CONSTITUTION

Amendment 1, Freedom of speech and expression

UNITED STATES CODE, TITLE 42

1751-1769j School Lunch Program

1773 School Breakfast Program

COURT CASES

Hills v. Scottsdale Unified School District, (2003) 329 F.3d 1044

DiLoreto v. Downey Unified School District, (1999) 196 F.3d 958

Yeo v. Town of Lexington, (1997) 131 F.3d 241

Hemry v. School Board of Colorado Springs, (D.Col. 1991) 760 F.Supp. 856

Bright v. Los Angeles Unified School District, (1976) 18 Cal. 3d 450

Lehman v. Shaker Heights, (1974) 418 U.S. 298

Management Resources:

WEBSITES

California School Boards Association: www.csba.org

Chino Valley Unified School District

Policy Adopted: October 19, 1995

Revised: January 8, 2004

Revised: October 19, 2006

Revised: June 3, 2010

Revised: June 27, 2013

REVISED:

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

DATE: August 19, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Grace Park, Ed.D., Associate Superintendent, Curriculum,
Instruction, Innovation, and Support
Preston Carr, Ed.D., Director, Alternative Education

**SUBJECT: REVISION OF BOARD POLICY AND ADMINISTRATIVE
REGULATION 6158 INSTRUCTION – INDEPENDENT STUDY**

=====

BACKGROUND

Board policies, administrative regulations, and bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current District practice. Board Policy and Administrative Regulation 6158 Instruction – Independent Study are being updated to reflect Senate Bill 130 which authorizes new revisions to independent study for the 2021-2022 school year. These revisions include, in part, providing an independent study option for students whose health would be put at risk by in-person instruction, maintenance of evidence of student engagement, live interaction, and synchronous instruction, implementing procedures to re-engage students when they are absent, and a transition process for students who wish to return to in-person instruction.

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

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

RECOMMENDATION

It is recommended the Board of Education receive for information the revision of Board Policy and Administrative Regulation 6158 Instruction – Independent Study.

FISCAL IMPACT

None.

NE:GP:PC:tr

INDEPENDENT STUDY

The Board of Education authorizes independent study as an optional alternative instructional strategy for ~~eligible~~ students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

(cf. 5147 - Dropout Prevention)
(cf. 6011 - Academic Standards)
(cf. 6143 - Courses of Study)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)
(cf. 6172 - Gifted and Talented Student Program)
(cf. 6200 - Adult Education)

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, a home-based format, and an online course.

(cf. 0420.4 - Charter School Authorization)
(cf. 6181 - Alternative Schools/Programs of Choice)

A student's participation in independent study shall be voluntary. ~~Students participating in independent study shall have the right, at any time, to enter or return to the regular classroom mode of instruction.~~ (Education Code 51747; 51749.5)

~~Parents/guardians of students who are interested in independent study shall contact the Superintendent or designee. The Superintendent or designee shall approve independent study for an individual student only upon determining that the student is prepared to meet the District's requirements for independent study and is likely to succeed in independent study as well as or better than he/she would in the regular classroom setting.~~

INDEPENDENT STUDY FOR EACH STUDENT SHALL BE UNDER THE GENERAL SUPERVISION OF A DISTRICT EMPLOYEE WHO POSSESSES A VALID CERTIFICATION DOCUMENT PURSUANT TO EDUCATION CODE 44865 OR AN EMERGENCY CREDENTIAL PURSUANT TO EDUCATION CODE 44300. STUDENTS' INDEPENDENT STUDY SHALL BE COORDINATED, EVALUATED, AND DOCUMENTED, AS PRESCRIBED BY LAW AND REFLECTED IN THE ACCOMPANYING ADMINISTRATIVE REGULATION. (Education Code 51747.5)

INDEPENDENT STUDY (cont.)

The minimum period of time for any independent study option shall be ~~five~~ THREE consecutive school days.

~~The Superintendent or designee shall ensure that a written master agreement for students participating in course-based independent study exist for each participating student as prescribed by law. (Education Code 51747, 51749.5)~~

GENERAL INDEPENDENT STUDY REQUIREMENTS

FOR THE 2021-22 SCHOOL YEAR, THE DISTRICT SHALL OFFER INDEPENDENT STUDY, AS SPECIFIED IN EDUCATION CODE 51745, TO MEET THE EDUCATIONAL NEEDS OF STUDENTS UNLESS THE DISTRICT HAS OBTAINED A WAIVER. (Education Code 51745)

FOR THE 2022-23 SCHOOL YEAR AND THEREAFTER, THE SUPERINTENDENT OR DESIGNEE MAY CONTINUE TO OFFER AND APPROVE INDEPENDENT STUDY FOR AN INDIVIDUAL STUDENT UPON DETERMINING THAT THE STUDENT IS PREPARED TO MEET THE DISTRICT'S REQUIREMENTS FOR INDEPENDENT STUDY AND IS LIKELY TO SUCCEED IN INDEPENDENT STUDY AS WELL AS OR BETTER THAN THE STUDENT WOULD IN THE REGULAR CLASSROOM SETTING.

BECAUSE EXCESSIVE LENIENCY IN THE DURATION OF INDEPENDENT STUDY ASSIGNMENTS MAY RESULT IN A STUDENT FALLING BEHIND PEERS AND INCREASE THE RISK OF DROPPING OUT OF SCHOOL, INDEPENDENT STUDY ASSIGNMENTS SHALL BE COMPLETED NO MORE THAN ONE WEEK AFTER ASSIGNED FOR ALL GRADE LEVELS AND TYPES OF PROGRAM. HOWEVER, WHEN NECESSARY BASED ON THE SPECIFIC CIRCUMSTANCES OF THE STUDENT'S APPROVED PROGRAM, THE SUPERINTENDENT OR DESIGNEE MAY ALLOW FOR A LONGER PERIOD OF TIME BETWEEN THE DATE AN ASSIGNMENT IS MADE AND WHEN IT IS DUE, UP TO THE TERMINATION DATE OF THE AGREEMENT.

AN EVALUATION SHALL BE CONDUCTED TO DETERMINE WHETHER IT IS IN A STUDENT'S BEST INTEREST TO REMAIN IN INDEPENDENT STUDY WHENEVER THE STUDENT FAILS TO MAKE SATISFACTORY EDUCATIONAL PROGRESS AND/OR MISSES THREE ASSIGNMENTS.

SATISFACTORY EDUCATIONAL PROGRESS SHALL BE DETERMINED BASED ON ALL OF THE FOLLOWING INDICATORS: (Education Code 51747)

1. THE STUDENT'S ACHIEVEMENT AND ENGAGEMENT IN THE INDEPENDENT STUDY PROGRAM, AS INDICATED BY THE STUDENT'S PERFORMANCE ON APPLICABLE STUDENT-LEVEL MEASURES OF STUDENT ACHIEVEMENT AND ENGAGEMENT SPECIFIED IN EDUCATION CODE 52060
2. THE COMPLETION OF ASSIGNMENTS, ASSESSMENTS, OR OTHER INDICATORS THAT EVIDENCE THAT THE STUDENT IS WORKING ON

INDEPENDENT STUDY (cont.)**ASSIGNMENTS**

3. LEARNING REQUIRED CONCEPTS, AS DETERMINED BY THE SUPERVISING TEACHER
4. PROGRESS TOWARDS SUCCESSFUL COMPLETION OF THE COURSE OF STUDY OR INDIVIDUAL COURSE, AS DETERMINED BY THE SUPERVISING TEACHER

THE SUPERINTENDENT OR DESIGNEE SHALL ENSURE THAT STUDENTS PARTICIPATING IN INDEPENDENT STUDY ARE PROVIDED WITH CONTENT ALIGNED TO GRADE LEVEL STANDARDS AT A LEVEL OF QUALITY AND INTELLECTUAL CHALLENGE SUBSTANTIALLY EQUIVALENT TO IN- PERSON INSTRUCTION. FOR HIGH SCHOOLS, THIS SHALL INCLUDE ACCESS TO COURSES OFFERED BY THE DISTRICT FOR GRADUATION AND APPROVED BY THE UNIVERSITY OF CALIFORNIA OR THE CALIFORNIA STATE UNIVERSITY AS CREDITABLE UNDER THE A-G ADMISSIONS CRITERIA. (Education Code 51747)

THE SUPERINTENDENT OR DESIGNEE SHALL ENSURE THAT STUDENTS PARTICIPATING IN INDEPENDENT STUDY FOR 15 SCHOOL DAYS OR MORE RECEIVE THE FOLLOWING THROUGHOUT THE SCHOOL YEAR: (Education Code 51747)

1. FOR STUDENTS IN GRADES TRANSITIONAL KINDERGARTEN, KINDERGARTEN, AND GRADES 1 TO 3, OPPORTUNITIES FOR DAILY SYNCHRONOUS INSTRUCTION
2. FOR STUDENTS IN GRADES 4-8, OPPORTUNITIES FOR BOTH DAILY LIVE INTERACTION AND AT LEAST WEEKLY SYNCHRONOUS INSTRUCTION
3. FOR STUDENTS IN GRADES 9-12, OPPORTUNITIES FOR AT LEAST WEEKLY SYNCHRONOUS INSTRUCTION

THE SUPERINTENDENT OR DESIGNEE SHALL ENSURE THAT PROCEDURES FOR TIERED REENGAGEMENT STRATEGIES ARE USED FOR ALL STUDENTS WHO ARE NOT GENERATING ATTENDANCE FOR MORE THAN THREE SCHOOL DAYS OR 60 PERCENT OF THE INSTRUCTIONAL DAYS IN A SCHOOL WEEK, OR WHO ARE IN VIOLATION OF THEIR WRITTEN AGREEMENT. THIS REQUIREMENT ONLY APPLIES TO STUDENTS PARTICIPATING IN AN INDEPENDENT STUDY PROGRAM FOR 15 SCHOOL DAYS OR MORE. THE PROCEDURES SHALL INCLUDE, BUT ARE NOT NECESSARILY LIMITED TO, ALL OF THE FOLLOWING: (Education Code 51747)

1. VERIFICATION OF CURRENT CONTACT INFORMATION FOR EACH ENROLLED STUDENT
2. NOTIFICATION TO PARENTS/GUARDIANS OF LACK OF PARTICIPATION WITHIN ONE SCHOOL DAY OF THE ABSENCE OR LACK OF

INDEPENDENT STUDY (cont.)**PARTICIPATION**

3. A PLAN FOR OUTREACH FROM THE SCHOOL TO DETERMINE STUDENT NEEDS, INCLUDING CONNECTION WITH HEALTH AND SOCIAL SERVICES AS NECESSARY
4. A CLEAR STANDARD FOR REQUIRING A STUDENT-PARENT-EDUCATOR CONFERENCE TO REVIEW A STUDENT'S WRITTEN AGREEMENT AND RECONSIDER THE INDEPENDENT STUDY PROGRAM'S IMPACT ON THE STUDENT'S ACHIEVEMENT AND WELL-BEING

THE SUPERINTENDENT OR DESIGNEE SHALL DEVELOP A PLAN TO TRANSITION STUDENTS WHOSE FAMILIES WISH TO RETURN TO IN-PERSON INSTRUCTION FROM INDEPENDENT STUDY EXPEDITIOUSLY, AND, IN NO CASE LATER, THAN FIVE INSTRUCTIONAL DAYS. THIS REQUIREMENT ONLY APPLIES TO STUDENTS PARTICIPATING IN AN INDEPENDENT STUDY PROGRAM FOR 15 SCHOOL DAYS OR MORE. (Education Code 51747)

THE SUPERINTENDENT OR DESIGNEE SHALL ENSURE THAT A WRITTEN MASTER AGREEMENT EXISTS FOR EACH PARTICIPATING STUDENT AS PRESCRIBED BY LAW. (Education Code 51747, 51749.5)

THE DISTRICT SHALL PROVIDE WRITTEN NOTICE TO THE PARENTS/GUARDIANS OF ALL ENROLLED STUDENTS OF THE OPTION TO ENROLL THEIR CHILD IN IN-PERSON INSTRUCTION OR INDEPENDENT STUDY DURING THE 2021-22 SCHOOL YEAR. THIS NOTICE SHALL BE POSTED ON THE DISTRICT'S WEB SITE, AND SHALL INCLUDE, AT A MINIMUM, INFORMATION ABOUT THE RIGHT TO REQUEST A STUDENT-PARENT- EDUCATOR CONFERENCE BEFORE ENROLLMENT, STUDENT RIGHTS REGARDING PROCEDURES FOR ENROLLING, DISENROLLING, AND REENROLLING IN INDEPENDENT STUDY, AND THE INSTRUCTIONAL TIME, INCLUDING SYNCHRONOUS AND ASYNCHRONOUS LEARNING, THAT A STUDENT WILL HAVE ACCESS TO AS PART OF INDEPENDENT STUDY. (Education Code 51747)

UPON THE REQUEST OF THE PARENT/GUARDIAN OF A STUDENT, BEFORE MAKING A DECISION ABOUT ENROLLING OR DISENROLLING IN INDEPENDENT STUDY AND ENTERING INTO A WRITTEN AGREEMENT TO DO SO, THE DISTRICT SHALL CONDUCT A TELEPHONE, VIDEOCONFERENCE, OR IN-PERSON STUDENT-PARENT-EDUCATOR CONFERENCE OR OTHER MEETING DURING WHICH THE STUDENT, PARENT/GUARDIAN, OR THEIR ADVOCATE MAY ASK QUESTIONS ABOUT THE EDUCATIONAL OPTIONS, INCLUDING WHICH CURRICULUM OFFERINGS AND NONACADEMIC SUPPORTS WILL BE AVAILABLE TO THE STUDENT IN INDEPENDENT STUDY. (Education Code 51747)

~~Written Agreements~~

~~The master agreement shall specify the length of time in which each independent study assignment must be completed. Because excessive leniency in the duration of~~

INDEPENDENT STUDY (cont.)

~~independent study assignments may result in a student falling behind his/her peers and increase the risk of dropping out of school, independent study assignments shall be no more than one week for all grade levels and types of program. However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.~~

~~An evaluation process shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student misses three assignments, unless the student's written agreement specifies a lower or higher number of missed assignments based on the nature of the assignments, the total number of assignments, and/or other unique circumstances.~~

LEARNING AGREEMENT FOR COURSE-BASED INDEPENDENT STUDY

BEFORE ENROLLING A STUDENT IN A COURSE WITHIN THIS PROGRAM, THE SUPERINTENDENT OR DESIGNEE SHALL PROVIDE THE STUDENT AND, IF THE STUDENT IS UNDER AGE 18 YEARS, THE STUDENT'S PARENT/GUARDIAN WITH A WRITTEN LEARNING AGREEMENT THAT INCLUDES ALL OF THE FOLLOWING: (Education Code 51749.6)

1. A SUMMARY OF THE DISTRICT'S POLICIES AND PROCEDURES RELATED TO COURSE-BASED INDEPENDENT STUDY PURSUANT TO EDUCATION CODE 51749.5
2. THE DURATION OF THE ENROLLED COURSE(S) AND THE NUMBER OF COURSE CREDITS FOR EACH ENROLLED COURSE
3. THE DURATION OF THE LEARNING AGREEMENT, WHICH SHALL NOT EXCEED A SCHOOL YEAR OR SPAN MULTIPLE SCHOOL YEARS
4. THE LEARNING OBJECTIVES AND EXPECTATIONS FOR EACH COURSE, INCLUDING, BUT NOT LIMITED TO, A DESCRIPTION OF HOW SATISFACTORY EDUCATIONAL PROGRESS IS MEASURED AND WHEN A STUDENT EVALUATION IS REQUIRED TO DETERMINE WHETHER THE STUDENT SHOULD REMAIN IN THE COURSE OR BE REFERRED TO AN ALTERNATIVE PROGRAM, WHICH MAY INCLUDE, BUT IS NOT LIMITED TO, A REGULAR SCHOOL PROGRAM
5. THE SPECIFIC RESOURCES THAT WILL BE MADE AVAILABLE TO THE STUDENT, INCLUDING MATERIALS AND PERSONNEL
6. A STATEMENT DETAILING THE ACADEMIC AND OTHER SUPPORTS THAT WILL BE PROVIDED TO ADDRESS THE NEEDS OF STUDENTS WHO ARE

INDEPENDENT STUDY (cont.)

NOT PERFORMING AT GRADE LEVEL, OR NEED SUPPORT IN OTHER AREAS, SUCH AS ENGLISH LEARNERS, STUDENTS WITH DISABILITIES WITH AN INDIVIDUALIZED EDUCATION PROGRAM OR A SECTION 504 PLAN IN ORDER TO BE CONSISTENT WITH THEIR PROGRAM OR PLAN, STUDENTS IN FOSTER CARE OR EXPERIENCING HOMELESSNESS, AND STUDENTS REQUIRING MENTAL HEALTH SUPPORTS.

7. A STATEMENT THAT ENROLLMENT IS AN OPTIONAL EDUCATIONAL ALTERNATIVE IN WHICH NO STUDENT MAY BE REQUIRED TO PARTICIPATE. IN THE CASE OF A STUDENT WHO IS SUSPENDED OR EXPELLED, OR WHO IS REFERRED OR ASSIGNED TO ANY SCHOOL, CLASS, OR PROGRAM PURSUANT TO EDUCATION CODE 48915 OR 48917, THE AGREEMENT ALSO SHALL INCLUDE THE STATEMENT THAT INSTRUCTION MAY BE PROVIDED TO THE STUDENT THROUGH COURSE-BASED INDEPENDENT STUDY ONLY IF THE STUDENT IS OFFERED THE ALTERNATIVE OF CLASSROOM INSTRUCTION.
8. THE MANNER, TIME, FREQUENCY, AND PLACE FOR SUBMITTING A STUDENT'S ASSIGNMENTS, FOR REPORTING THE STUDENT'S ACADEMIC PROGRESS, AND FOR COMMUNICATING WITH A STUDENT'S PARENT/GUARDIAN REGARDING A STUDENT'S ACADEMIC PROGRESS.
9. THE OBJECTIVES AND METHODS OF STUDY FOR THE STUDENT'S WORK, AND THE METHODS USED TO EVALUATE THAT WORK.
10. A STATEMENT OF THE ADOPTED POLICIES REGARDING THE MAXIMUM LENGTH OF TIME ALLOWED BETWEEN THE ASSIGNMENT AND THE COMPLETION OF A STUDENT'S ASSIGNED WORK, THE LEVEL OF SATISFACTORY EDUCATIONAL PROGRESS, AND THE NUMBER OF MISSED ASSIGNMENTS ALLOWED BEFORE AN EVALUATION OF WHETHER THE STUDENT SHOULD BE ALLOWED TO CONTINUE IN COURSE-BASED INDEPENDENT STUDY.
11. A STATEMENT OF THE NUMBER OF COURSE CREDITS OR, FOR THE ELEMENTARY GRADES, OTHER MEASURES OF ACADEMIC ACCOMPLISHMENT APPROPRIATE TO THE LEARNING AGREEMENT, TO BE EARNED BY THE STUDENT UPON COMPLETION.
12. BEFORE THE COMMENCEMENT OF AN INDEPENDENT STUDY COURSE, THE LEARNING AGREEMENT SHALL BE SIGNED AND DATED BY THE STUDENT, THE STUDENT'S PARENT/GUARDIAN OR CAREGIVER, IF THE STUDENT IS LESS THAN 18 YEARS OF AGE, THE CERTIFICATED EMPLOYEE WHO HAS BEEN DESIGNATED AS HAVING RESPONSIBILITY FOR THE GENERAL SUPERVISION OF THE INDEPENDENT STUDY COURSE, AND ALL PERSONS WHO HAVE DIRECT RESPONSIBILITY FOR PROVIDING ASSISTANCE TO THE STUDENT. FOR PURPOSES OF THIS PARAGRAPH "CAREGIVER" MEANS A PERSON WHO HAS MET THE REQUIREMENTS OF FAMILY CODE 6550-6552.

INDEPENDENT STUDY (cont.)

HOWEVER, FOR THE 2021–22 SCHOOL YEAR ONLY, THE DISTRICT SHALL OBTAIN A SIGNED WRITTEN AGREEMENT FOR INDEPENDENT STUDY FROM THE STUDENT, OR THE STUDENT'S PARENT/GUARDIAN IF THE STUDENT IS LESS THAN 18 YEARS OF AGE, THE CERTIFICATED EMPLOYEE WHO HAS BEEN DESIGNATED AS HAVING RESPONSIBILITY FOR THE GENERAL SUPERVISION OF THE INDEPENDENT STUDY COURSE, AND ALL PERSONS WHO HAVE DIRECT RESPONSIBILITY FOR PROVIDING ASSISTANCE TO THE PUPIL NO LATER THAN 30 DAYS AFTER THE FIRST DAY OF INSTRUCTION.

WRITTEN AGREEMENTS MAY BE SIGNED USING AN ELECTRONIC SIGNATURE THAT COMPLIES WITH STATE AND FEDERAL STANDARDS, AS DETERMINED BY THE CDE. (Education Code 51749.6)

THE STUDENT'S OR PARENT/GUARDIAN'S SIGNATURE SHALL CONSTITUTE PERMISSION FOR THE STUDENT TO RECEIVE INSTRUCTION THROUGH INDEPENDENT STUDY. (Education Code 51749.6)

THE SUPERINTENDENT OR DESIGNEE SHALL RETAIN A PHYSICAL OR ELECTRONIC COPY OF THE SIGNED LEARNING AGREEMENT FOR AT LEAST THREE YEARS AND AS APPROPRIATE FOR AUDITING PURPOSES. (Education Code 51749.6)

Student-PARENT-~~teacher~~ EDUCATOR Conferences

A STUDENT-PARENT-EDUCATOR CONFERENCE SHALL BE HELD AS APPROPRIATE INCLUDING, BUT NOT LIMITED TO, AS A REENGAGEMENT STRATEGY AND/OR IF REQUESTED BY A PARENT/GUARDIAN PRIOR TO ENROLLMENT OR DISENROLLMENT FROM INDEPENDENT STUDY. (Education Code 51745.5, 51747, 51749.5)

~~Supervising teachers should establish an appropriate schedule for student teacher conferences in order to help identify students falling behind in their work or in danger of failing or dropping out of school. Teachers are expected to monitor student progress and work closely with each student to determine the amount and type of contact needed for the student to be successful in the program.~~

~~Missing appointments with the supervising teacher without valid reasons may trigger an evaluation to determine whether the student should remain in independent study.~~

RECORDS FOR AUDIT PURPOSES

THE SUPERINTENDENT OR DESIGNEE SHALL ENSURE THAT RECORDS ARE MAINTAINED FOR AUDIT PURPOSES. THESE RECORDS SHALL INCLUDE, BUT NOT BE LIMITED TO: (Education Code 51748; 5 CCR 11703)

INDEPENDENT STUDY (cont.)

1. A COPY OF THE BOARD POLICY, ADMINISTRATIVE REGULATION, AND OTHER PROCEDURES RELATED TO INDEPENDENT STUDY
2. A LISTING OF THE STUDENTS, BY GRADE LEVEL, PROGRAM, AND SCHOOL, WHO HAVE PARTICIPATED IN INDEPENDENT STUDY, ALONG WITH THE UNITS OF THE CURRICULUM ATTEMPTED AND COMPLETED BY STUDENTS IN GRADES K-8 AND THE COURSE CREDITS ATTEMPTED BY AND AWARDED TO STUDENTS IN GRADES 9-12 AND ADULT EDUCATION
3. A FILE OF ALL AGREEMENTS, WITH REPRESENTATIVE SAMPLES OF EACH STUDENT'S WORK PRODUCTS BEARING THE SUPERVISING TEACHER'S NOTATIONS INDICATING THAT THE TEACHER HAS PERSONALLY EVALUATED THE WORK OR PERSONALLY REVIEWED THE EVALUATIONS MADE BY ANOTHER CERTIFICATED TEACHER
4. AS APPROPRIATE TO THE PROGRAM IN WHICH THE STUDENTS ARE PARTICIPATING, A DAILY OR HOURLY ATTENDANCE REGISTER THAT IS SEPARATE FROM CLASSROOM ATTENDANCE RECORDS, MAINTAINED ON A CURRENT BASIS AS TIME VALUES OF STUDENT WORK PRODUCTS JUDGED BY A CERTIFICATED TEACHER, AND REVIEWED BY THE SUPERVISING TEACHER IF THEY ARE TWO DIFFERENT PERSONS
5. APPROPRIATE DOCUMENTATION OF COMPLIANCE WITH THE TEACHER-STUDENT RATIOS REQUIRED BY EDUCATION CODE 51745.6 AND 51749.5 (Education Code 51745.6 AND 51749.5)
6. APPROPRIATE DOCUMENTATION OF COMPLIANCE WITH THE REQUIREMENTS PURSUANT TO EDUCATION CODE 51747.5 TO ENSURE THE COORDINATION, EVALUATION, AND SUPERVISION OF THE INDEPENDENT STUDY OF EACH STUDENT BY A DISTRICT EMPLOYEE WHO POSSESSES A VALID CERTIFICATION DOCUMENT PURSUANT TO EDUCATION CODE 44865 OR AN EMERGENCY CREDENTIAL PURSUANT TO EDUCATION CODE 44300 (Education Code 51747.5)

THE DISTRICT SHALL DOCUMENT EACH STUDENT'S PARTICIPATION IN LIVE INTERACTION AND SYNCHRONOUS INSTRUCTION PURSUANT TO EDUCATION CODE 51747 ON EACH SCHOOL DAY, AS APPLICABLE, IN WHOLE OR IN PART, FOR WHICH INDEPENDENT STUDY IS PROVIDED. A STUDENT WHO DOES NOT PARTICIPATE IN INDEPENDENT STUDY ON A SCHOOL DAY SHALL BE DOCUMENTED AS NON-PARTICIPATORY FOR THAT SCHOOL DAY. (Education Code 51747.5)

THE SUPERINTENDENT OR DESIGNEE ALSO SHALL MAINTAIN A WRITTEN OR COMPUTER-BASED RECORD SUCH AS A GRADE BOOK OR SUMMARY DOCUMENT OF STUDENT ENGAGEMENT, FOR EACH CLASS, OF ALL GRADES, ASSIGNMENTS, AND ASSESSMENTS FOR EACH STUDENT FOR INDEPENDENT STUDY ASSIGNMENTS. (Education Code 51747.5)

INDEPENDENT STUDY (cont.)

THE SIGNED, DATED AGREEMENT, ANY SUPPLEMENTAL AGREEMENT, ASSIGNMENT RECORDS, WORK SAMPLES, AND ATTENDANCE RECORDS MAY BE MAINTAINED ON FILE ELECTRONICALLY. (Education Code 51747)

(cf. 0500 - Accountability)
(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - State Academic Achievement Tests)
(cf. 6162.52 - High School Exit Examination)

Legal Reference:

EDUCATION CODE

17289 Exemption for facilities
41976.2 Independent study programs; adult education funding
42238 Revenue limits
42238.05 Local control funding formula; average daily attendance
44865 Qualifications for home teachers and teachers in special classes and schools 4
6200-46208 Instructional day and year
46300-46307.1 Methods of computing average daily attendance
47612.5 Independent study in charter schools
48204 Residency
48206.3 Home or hospital instruction; students with temporary disabilities
48220 Classes of children exempted
48340 Improvement of pupil attendance
48915 Expulsion; particular circumstances
48916.1 Educational program requirements for expelled students
48917 Suspension of expulsion order
49011 Student fees
51225.3 Requirements for high school graduation
51745-51749.6 Independent study programs
52522 Adult education alternative instructional delivery
52523 Adult education as supplement to high school curriculum; criteria
56026 Individuals with exceptional needs
58500-58512 Alternative schools and programs of choice

FAMILY CODE

6550 Authorization affidavits

CODE OF REGULATIONS, TITLE 5

11700-11703 Independent study 19819 State audit compliance

UNITED STATES CODE, TITLE 20

6301 Highly qualified teachers

COURT DECISIONS

Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365

EDUCATION AUDIT APPEALS PANEL DECISIONS

Lucerne Valley Unified School District, Case No. 03-02 (2005)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Elements of Exemplary Independent Study

Approaches to Satisfying No Child Left Behind Act of 2001 Teacher Requirements for Independent Study in Secondary Schools, January 28, 2010

INDEPENDENT STUDY (cont.)

WEBSITES

California Consortium for Independent Study: www.ccis.org

California Department of Education, Independent Study: www.cde.ca.gov/sp/eo/is

Education Audit Appeals Panel: www.eaap.ca.gov

Chino Valley Unified School District

Policy adopted: August 21, 1997

Revised: February 4, 1999

Revised: May 23, 2002

Revised: June 11, 2015

REVISED:

INDEPENDENT STUDY**Educational Opportunities**

FOR THE 2021-2022 SCHOOL YEAR, THE DISTRICT SHALL OFFER INDEPENDENT STUDY TO MEET THE EDUCATIONAL NEEDS OF STUDENTS AS SPECIFIED IN EDUCATION CODE 51745 UNLESS THE DISTRICT HAS OBTAINED A WAIVER. (Education Code 51745)

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction

(cf. 6143 - Courses of Study)

2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum
4. Continuing and special study during travel

(cf. 5112.3 - Student Leave of Absence)

5. Volunteer community service activities and leadership opportunities that support and strengthen student achievement
6. INDIVIDUALIZED STUDY FOR A STUDENT WHOSE HEALTH, AS DETERMINED BY THE STUDENT'S PARENT/GUARDIAN, WOULD BE PUT AT RISK BY IN-PERSON INSTRUCTION

(cf. 0420.4 - Charter School Authorization)

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6181 - Alternative Schools/Programs of Choice)

In addition, when requested by a parent/guardian due to an emergency, ~~vacation~~, or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in ~~his/her~~ THE STUDENT'S regular classes.

(cf. 5113 - Absences and Excuses)

No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)

INDEPENDENT STUDY (cont.)

(cf. 6146.1 - High School Graduation Requirements)

Equivalency

The District's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the District's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

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

The District shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. (Education Code 46300.6; 51747.3)

Eligibility for Independent Study

STUDENTS ARE ELIGIBLE FOR INDEPENDENT STUDY AS AUTHORIZED IN LAW, AND AS SPECIFIED IN BOARD POLICY AND ADMINISTRATIVE REGULATION.

~~Provided that experienced certificated staff are available to effectively supervise students in independent study~~ FOR THE 2022-23 SCHOOL YEAR AND THEREAFTER, the Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently PROVIDED THAT EXPERIENCED CERTIFICATED STAFF ARE AVAILABLE TO EFFECTIVELY SUPERVISE STUDENTS IN INDEPENDENT STUDY. A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to

enable the student to be successful. For an elementary student, the superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose District residency status is based on their parent/guardian's employment within District boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

(cf. 5111.12 - Residency Based on Parent/Guardian Employment)

~~For a~~ A student with disabilities, as defined in Education Code 56026, participation in

INDEPENDENT STUDY (cont.)

~~independent study shall be approved only if his/her~~ SHALL NOT PARTICIPATE IN INDEPENDENT STUDY UNLESS THE STUDENT'S individualized education program specifically provides for such participation. (Education Code 51745)

(cf. 6159 - Individualized Education Program)

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745)

(cf. 6183 - Home and Hospital Instruction)

Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by education code 51225.3 or the Board of Education. (Education Code 46300.1, 46300.4)

(cf. 6200 - Adult Education)

No more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, not including pregnant students and parenting students who are primary caregivers for one or more of their children, shall be enrolled in independent study (Education Code 51745)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6184 - Continuation Education)

Master Agreement

FOR THE 2021–2022 SCHOOL YEAR ONLY, THE DISTRICT SHALL OBTAIN A SIGNED WRITTEN AGREEMENT FOR INDEPENDENT STUDY NO LATER THAN 30 DAYS AFTER THE FIRST DAY OF INSTRUCTION.

A written agreement shall be developed and implemented for each student participating in independent study for ~~five~~ THREE or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but not be limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The FREQUENCY, ~~manner~~, time, ~~frequency~~, and place, AND MANNER for submitting the student's assignments and for reporting his/her progress

INDEPENDENT STUDY (cont.)

2. The objectives and methods of study for the student's work, and the methods used to evaluate that work
3. The specific resources THAT WILL BE MADE AVAILABLE TO THE STUDENT, including materials and personnel ~~that will be made available to the student~~
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, THE LEVEL OF SATISFACTORY EDUCATIONAL PROGRESS, and the number of missed assignments, ~~by grade level and type of program,~~ which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the number of course credits or, for an elementary student GRADES, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion. ~~No student may exceed 45 credits per semester, excluding Regional Occupational Program and adult school~~
7. A STATEMENT DETAILING THE ACADEMIC AND OTHER SUPPORTS THAT WILL BE PROVIDED TO ADDRESS THE NEEDS OF STUDENTS WHO ARE NOT PERFORMING AT GRADE LEVEL, OR NEED SUPPORT IN OTHER AREAS, SUCH AS ENGLISH LEARNERS, STUDENTS WITH DISABILITIES WITH AN INDIVIDUALIZED EDUCATION PROGRAM OR A SECTION 504 PLAN IN ORDER TO BE CONSISTENT WITH THEIR PROGRAM OR PLAN, STUDENTS IN FOSTER CARE OR EXPERIENCING HOMELESSNESS, AND STUDENTS REQUIRING MENTAL HEALTH SUPPORTS.
- ~~7.8.~~ A statement that independent study is an optional educational alternative in which no student may be required to participate
- ~~8.9.~~ In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

(cf. 5144.1 - Suspension and Expulsion/Due Process)

- 9.10. BEFORE THE COMMENCEMENT OF INDEPENDENT STUDY, THE AGREEMENT SHALL BE ~~Signed~~ ~~signed~~ ~~signed~~ AND DATED ~~of~~ BY the student, the STUDENT'S parent/guardian, or caregiver ~~of the student~~ if the student is under age 18 years, the certificated employee responsible for the general supervision

INDEPENDENT STUDY (cont.)

of independent study, and all persons who have direct responsibility for providing assistance to the student

HOWEVER, FOR THE 2021-2022 SCHOOL YEAR, THE DISTRICT SHALL OBTAIN A SIGNED WRITTEN AGREEMENT FOR INDEPENDENT STUDY FROM THE STUDENT, OR THE STUDENT'S PARENT/GUARDIAN IF THE STUDENT IS LESS THAN 18 YEARS OF AGE, THE CERTIFICATED EMPLOYEE WHO HAS BEEN DESIGNATED AS HAVING RESPONSIBILITY FOR THE GENERAL SUPERVISION OF INDEPENDENT STUDY, AND ALL PERSONS WHO HAVE DIRECT RESPONSIBILITY FOR PROVIDING ASSISTANCE TO THE PUPIL, NO LATER THAN 30 DAYS AFTER THE FIRST DAY OF INSTRUCTION.

WRITTEN AGREEMENTS MAY BE SIGNED USING AN ELECTRONIC SIGNATURE THAT COMPLIES WITH STATE AND FEDERAL STANDARDS, AS DETERMINED BY THE CALIFORNIA DEPARTMENT OF EDUCATION (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

~~The signed, dated agreement may be maintained on file electronically. (Education Code 51747)~~

Course-Based Independent Study

The District'S ~~shall offer a~~ course-based independent study program for students in grades K-12 SHALL BE subject to the following requirements: (Education Code 51749.5)

1. A SIGNED LEARNING AGREEMENT SHALL BE COMPLETED AND ON FILE FOR EACH PARTICIPATING STUDENT PURSUANT TO EDUCATION CODE 51749.6
- 4.2 Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential, ~~meet the requirements for highly qualified teachers pursuant to 20 USC 6301,~~ and are employed by the District or by another district, charter school, or county office of education with which the District has a memorandum of understanding to provide the instruction.

(cf. 4112.2 - Certification)

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

- 2.3. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality as AND TO PROVIDE INTELLECTUAL CHALLENGE THAT IS SUBSTANTIALLY equivalent TO IN-PERSON, classroom-based ~~courses~~ INSTRUCTION, and shall be aligned to all relevant local and state content standards. FOR HIGH SCHOOLS, THIS SHALL INCLUDE ACCESS

INDEPENDENT STUDY (cont.)

TO COURSES OFFERED BY THE DISTRICT FOR GRADUATION AND APPROVED BY THE UNIVERSITY OF CALIFORNIA OR THE CALIFORNIA STATE UNIVERSITY AS CREDITABLE UNDER THE A-G ADMISSIONS CRITERIA. ThisE certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. THE CERTIFICATION SHALL ALSO INCLUDE PLANS TO PROVIDE OPPORTUNITIES FOR STUDENTS IN GRADES TRANSITIONAL KINDERGARTEN, KINDERGARTEN, AND GRADES 1-3 TO RECEIVE DAILY SYNCHRONOUS INSTRUCTION, FOR STUDENTS IN GRADES 4-8, TO RECEIVE BOTH DAILY LIVE INTERACTION AND AT LEAST WEEKLY SYNCHRONOUS INSTRUCTION, AND FOR STUDENTS IN GRADES 9-12 TO RECEIVE AT LEAST WEEKLY SYNCHRONOUS INSTRUCTION.

- 3.4. Students enrolled in these INDEPENDENT STUDY courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, and 46300.4, 47612, AND 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3.
- 4.5. ~~Teachers shall communicate with each student in person, by telephone, or by any other live visual or audio connection at least twice per calendar month to assess whether the student is making satisfactory educational progress.~~ For this purpose EACH STUDENT PARTICIPATING IN AN INDEPENDENT STUDY COURSE, satisfactory educational progress includes, but is not limited to, ~~applicable statewide accountability measures and the~~ SHALL BE DETERMINED BASED ON THE STUDENT'S ACHIEVEMENT AND ENGAGEMENT IN THE INDEPENDENT STUDY PROGRAM, AS INDICATED BY THEIR PERFORMANCE ON APPLICABLE STUDENT-LEVEL MEASURES OF STUDENT ACHIEVEMENT AND STUDENT ENGAGEMENT SET FORTH IN EDUCATION CODE 52060, completion of assignments, examinations ASSESSMENTS, or other indicators that EVIDENCE THAT the student is working on assignments, learning required concepts, AS DETERMINED BY THE SUPERVISING TEACHER, and progressing toward successful completion of the course OF STUDY OR INDIVIDUAL COURSE, ~~as determined by the teacher providing instruction.~~

~~Written or computer-based evidence of satisfactory educational progress shall be retained for each course and student, including, at a minimum, a grade book or summary document that lists all assignments, examinations, and associated grades for each course.~~

If satisfactory educational progress IN AN INDEPENDENT STUDY CLASS is not being made, the teacher shall notify the student and, if the student is under age 18 years,

INDEPENDENT STUDY (cont.)

~~his/her~~ THE STUDENT'S parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether ~~he/she~~ THE STUDENT should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

PROCEDURES FOR TIERED REENGAGEMENT STRATEGIES SHALL BE USED FOR ALL STUDENTS WHO ARE NOT MAKING SATISFACTORY EDUCATIONAL PROGRESS IN ONE OR MORE COURSES OR WHO ARE IN VIOLATION OF THE WRITTEN LEARNING AGREEMENT, AS DESCRIBED IN THE SECTION "LEARNING AGREEMENT FOR COURSE-BASED INDEPENDENT STUDY" BELOW. THESE PROCEDURES SHALL INCLUDE, BUT ARE NOT NECESSARILY LIMITED TO, THE VERIFICATION OF CURRENT CONTACT INFORMATION FOR EACH ENROLLED STUDENT, NOTIFICATION TO PARENTS/GUARDIANS OF LACK OF PARTICIPATION WITHIN ONE SCHOOL DAY OF THE ABSENCE OR LACK OF PARTICIPATION, A PLAN FOR OUTREACH FROM THE SCHOOL TO DETERMINE STUDENT NEEDS, INCLUDING CONNECTION WITH HEALTH AND SOCIAL SERVICES AS NECESSARY, AND A CLEAR STANDARD FOR REQUIRING A STUDENT-PARENT-EDUCATOR CONFERENCE TO REVIEW A STUDENT'S WRITTEN AGREEMENT AND RECONSIDER THE INDEPENDENT STUDY PROGRAM'S IMPACT ON THE STUDENT'S ACHIEVEMENT AND WELL-BEING.

(cf. 5125 - Student Records)

- ~~5-6.~~ Examinations shall be administered by a proctor.
- ~~6-7.~~ Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the District. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

(cf. 6162.51 - State Academic Achievement Tests)

- ~~7-8.~~ A student shall not be required to enroll in courses included in thisE COURSE-BASED INDEPENDENT STUDY program.
- ~~8-9.~~ The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.
- ~~9-10.~~ For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.

INDEPENDENT STUDY (cont.)

(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

~~40-11.~~ Courses required for high school graduation or for admission to the University of California or California state university shall not be offered exclusively through independent study.

~~44-12.~~ A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.

(cf. 3260 - Fees and Charges)

~~42-13.~~ A student shall not be prohibited from participating in independent study solely on the basis that ~~he/she~~ THE STUDENT does not have the materials, equipment, or ACCESS TO THE internet ~~access~~ CONNECTIVITY necessary to participate in the course.

14. A STUDENT WITH DISABILITIES, AS DEFINED IN EDUCATION CODE 56026, SHALL NOT PARTICIPATE IN COURSE-BASED INDEPENDENT STUDY, UNLESS THE STUDENT'S INDIVIDUALIZED EDUCATION PROGRAM SPECIFICALLY PROVIDES FOR THAT PARTICIPATION.

15. A TEMPORARILY DISABLED STUDENT SHALL NOT RECEIVE INDIVIDUAL INSTRUCTION PURSUANT TO EDUCATION CODE 48206.3 THROUGH COURSE-BASED INDEPENDENT STUDY.

16. THE DISTRICT SHALL MAINTAIN A PLAN TO TRANSITION ANY STUDENT WHOSE FAMILY WISHES TO RETURN TO IN-PERSON INSTRUCTION FROM COURSE-BASED INDEPENDENT STUDY EXPEDITIOUSLY, AND, IN NO CASE, LATER THAN FIVE INSTRUCTIONAL DAYS.

~~Before enrolling a student in a course within this program, the superintendent or designee shall provide the student and, if the student is under age 18 years, his/her parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)~~

~~1. A summary of the District's policies and procedures related to this program~~

~~2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #2 above~~

~~3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years~~

~~4. The learning objectives and expectations for each course, including, but not~~

INDEPENDENT STUDY (cont.)

~~limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program~~

~~5. The specific resources, including materials and personnel that will be made available to the student~~

~~6. A statement that the student is not required to enroll in courses in this program~~

~~7. Signatures of the student, the student's parent/guardian if the student is under age 18 years, and all teachers providing instruction~~

~~The student's or parent/guardian's signature shall constitute permission for the student to receive instruction through independent study. (Education Code 51749.6)~~

~~The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)~~

Monitoring Student Progress

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of his/her THE STUDENT'S written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has FAILED TO MAKE SATISFACTORY EDUCATIONAL PROGRESS OR missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is appropriate for the student. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program.

INDEPENDENT STUDY (cont.)

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (Education Code 51747)

~~Independent study students who are late, miss scheduled conferences, or do not submit assigned work on time shall not be reported as tardy or truant.~~

Responsibilities of Independent Study Administrator

The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers and supervising staff assigned to independent study functions who are not regularly supervised by another administrator
2. Approving or denying the participation of students requesting independent study
3. Facilitating the completion of written independent study agreements
4. Ensuring a smooth transition for students into and out of the independent study mode of instruction
5. Approving all credits earned through independent study
6. Completing or coordinating the preparation of all records and reports required by law, board policy, or administrative regulation

Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a ~~certificated~~ DISTRICT employee WHO POSSESSES A VALID CERTIFICATION DOCUMENT PURSUANT TO EDUCATION CODE 44865 OR EMERGENCY CREDENTIAL PURSUANT TO EDUCATION CODE 44300, REGISTERED AS REQUIRED BY LAW, AND who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs ~~at the applicable grade span~~ in the District, unless a new higher or lower ~~grade span~~ ratio for all other educational programs offered ~~within the grade span~~ is negotiated in a collective bargaining agreement or the District enters into a memorandum of

INDEPENDENT STUDY (cont.)

understanding that indicates an existing collective bargaining agreement contains an alternative grade span ratio. (Education Code 51745.6)

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement AND SIGNING THE AGREEMENT
2. Supervising and approving coursework and assignments
3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
4. Maintaining a daily or hourly attendance register in accordance with item #4 in the section on "records FOR AUDIT PURPOSE" below IN THE ACCOMPANYING BOARD POLICY
5. Providing direct instruction and counsel as necessary for individual student success
6. Regularly meeting with the student to discuss the student's progress
7. Determining the time value of assigned work or work products completed and submitted by the student
8. Assessing student work and assigning grades or other approved measures of achievement
9. DOCUMENTING EACH STUDENT'S PARTICIPATION IN LIVE INTERACTION AND/OR SYNCHRONOUS INSTRUCTION PURSUANT TO EDUCATION CODE 51747 ON EACH SCHOOL DAY FOR WHICH INDEPENDENT STUDY IS PROVIDED

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

(cf. 4131 - Staff Development)

~~Records~~

~~The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748;~~

INDEPENDENT STUDY (cont.)

~~5 CCR 11703)~~

- ~~1. A copy of the Board policy, administrative regulation, and other procedures related to independent study.~~
- ~~2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education~~
- ~~3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that he/she has personally evaluated the work or that he/she has personally reviewed the evaluations made by another certificated teacher~~
- ~~4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons~~

~~(cf. 3580—District Records)~~

~~The Superintendent or designee also shall maintain a record of grades and other evaluations issued to each student for independent study assignments.~~

Chino Valley Unified School District

Regulation approved: August 21, 1997

Revised: February 4, 1999

Revised: February 3, 2000

Revised: May 21, 2015

REVISED:

Chino Valley Unified School District

Our Motto:

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

DATE: August 19, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS
WILLIAMS FINDINGS DECILE 1-3 SCHOOLS FOURTH
QUARTERLY REPORT 2020/2021**

=====

BACKGROUND

California Education Code 1240 requires that the San Bernardino County Superintendent of Schools visit all decile 1-3 schools (Williams monitored schools currently based on the 2012 Academic Performance Index and all Quality Education Investment Act schools) identified in the county and report the results of findings on a quarterly basis to ensure compliance with the Williams Legislation. The San Bernardino County Superintendent of Schools' office is required to file quarterly reports on schools' progress in rectifying any findings.

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

RECOMMENDATION

It is recommended the Board of Education receive for information the San Bernardino County Superintendent of Schools Williams Findings Decile 1-3 Schools Fourth Quarterly Report 2020/2021.

FISCAL IMPACT

None.

NE:LF:gks

July 15, 2021

Dr. Norm Enfield, Superintendent
Chino Valley Unified School District
5130 Riverside Drive
Chino, CA 91710-4130

Dear Dr. Enfield:

Per California Education Code section 1240, San Bernardino County Superintendent of Schools (SBCSS) staff has visited all deciles 1-3 schools (Williams-monitored schools currently based on the 2012 Academic Performance Index [API]) to conduct facilities reviews in compliance with the Williams Legislation. Enclosed is a copy of the final report and Facility Inspection Tool (FIT) for each of the schools visited within your district.

Additionally, Education Code section 1240(c)(2)(G), requires that the results of the visits be reported to the governing board of each school district at a regularly scheduled meeting held in accordance with public notification requirements. ***Please make sure to include the Williams reports as an agenda item for your next regularly scheduled Board meeting.***

On behalf of the SBCSS Williams team members, it has been a pleasure to work in partnership with you and the employees of the Chino Valley Unified School District.

Sincerely,



Ted Alejandre
County Superintendent

Enclosures

cc: Mr. Joe Schaffer, Board President
Ms. Lea Fellows, Williams Liaison
Ms. Jenny Owen, SBCSS Director, Communications and Intergovernmental Relations
Ms. Amanda Shoffner, SBCSS Credentials Manager

July 15, 2021

Dr. Norm Enfield, Superintendent
Chino Valley Unified School District
5130 Riverside Drive
Chino, CA 91710-4130

Dear Dr. Enfield:

California Education Code section 1240 requires that I annually visit all deciles 1-3 schools (*Williams*-monitored schools currently based on the 2012 Academic Performance Index [API]) identified in our county and report to you the results of my findings on a quarterly basis (October, January, April, and July). This report includes fourth quarter findings for the visit to **Anna A. Borba Fundamental Elementary School** on **April 28, 2021**. Let me state at the outset that the visit was a positive, professional experience with a focus by the entire staff on seeking to improve the learning of each student at Anna A. Borba Fundamental Elementary School.

The purpose of my visit as specified in California Education Code section 1240 was to determine if there is any facility condition that “poses an emergency or urgent threat to the health or safety of pupils or staff.” Before proceeding with the report, let me define some basic terms. A school facility “emergency or urgent threat” means that a condition poses a threat to the health or safety of pupils or staff. “Good repair” means the school facility is clean, safe, and functional as determined pursuant to the school facility inspection and evaluation instrument developed by the Office of Public School Construction (the Facility Inspection Tool [FIT]) or a local evaluation instrument that meets the same criteria.

In summary, my findings are as follows:

School Facilities

The following **extreme deficiencies** were observed:

None observed.

The following **good repair deficiencies** were observed:

None observed.

Deficiencies that were observed and remediated prior to the end of the visit are reflected in this report and the enclosed Facility Inspection Tool.

There are no findings to report in the following areas:

Instructional Materials

The instructional materials sufficiency reviews were conducted during the first quarter of the 2020/21 fiscal year as part of the *Williams* site visitations and the findings were reported in the first quarterly reports generated in October 2020.

SARC

The SARC reviews were conducted during the second quarter of the 2020/21 fiscal year and the findings were reported in the second quarterly report generated in January 2021.

Teacher Assignment Monitoring

Following postponement of the 2020/21 teacher assignment monitoring review due to changes in the California Department of Education's certification deadlines for CALPADS data, the mandated 90-day assignment monitoring period will officially commence on August 1, 2021 and will conclude November 1, 2021. Associated findings will be included in the 2021/22 second quarterly report.

In conclusion, let me assure you that the San Bernardino County Superintendent of Schools is available to support the actions required to address the needs identified during the *Williams* Settlement site visits.

Sincerely,



Ted Alejandre
County Superintendent

Attachment: Facility Inspection Tool

cc: Mr. Joe Schaffer, Board President
Ms. Emily Lao, Principal
Ms. Lea Fellows, *Williams* Liaison
Ms. Jenny Owen, SBCSS Director, Communications and Intergovernmental Relations
Ms. Amanda Shoffner, SBCSS Credentials Manager

SBCSS Williams Facility Inspection Tool
School Facility Conditions Evaluation, Fiscal Year 2020/2021

School Site: Anna A. Borba Fundamental Elementary, Chino Valley Unified District, San Bernardino County
 4980 Riverside Dr., Chino CA 91710-4130
Grade Levels: K – 6. **Classrooms:** 17. **Decile:** 3.
Visit Date/Time: 4/28/21, 1:00 pm. **Inspection Type:** Announced
Weather Conditions at Time of Inspection: Clear & Hot

Inspector(s), Classrooms John Duran	Inspector(s), Ancillary and Other Instructional Areas John Duran
Representative(s) of District Who Accompanied the Evaluator Carlos Camarena	

Grade-Based Classrooms: Evaluation Detail

✓ = Good Repair, D = Deficiency, ✗ = Extreme Deficiency, N/A = Not Applicable

Classroom	1 Gas Leaks	2 Mech HVAC	3 Sewer	4 Interior Surfaces	5 Overall Cleanliness	6 Pest Vermin Infestation	7 Electrical	8 Restrooms	9 Sinks Fountains	10 Fire Safety	11 Hazardous Materials	12 Structural Damage	13 Roofs	14 Playground School Grounds	15 Windows Doors Gates Fences
Room: 28 Tiffany Tellez	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: 32 Steven Saito	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: 9 Paige Tran	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: 12 Art Rungo	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: 4 Valerie Gracia	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: 11 Shannon Sliemers	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: 30 Denise Daniels	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: 19 Kathleen Young	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Ancillary Areas: Evaluation Detail

✓ = Good Repair, D = Deficiency, ✗ = Extreme Deficiency, N/A = Not Applicable

Ancillary Area	1 Gas Leaks	2 Mech HVAC	3 Sewer	4 Interior Surfaces	5 Overall Cleanliness	6 Pest Vermin Infestation	7 Electrical	8 Restrooms	9 Sinks Fountains	10 Fire Safety	11 Hazardous Materials	12 Structural Damage	13 Roofs	14 Playground School Grounds	15 Windows Doors Gates Fences
Main Office Area	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Cafeteria/Kitchen	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Grounds	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Library	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Lunch Area	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Multi-purpose Room	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Nurse's Office	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Parent Center	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Staff Room/Lounge	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Boys' Restroom	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Girls' Restroom	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

August 19, 2021

Ancillary Area	1 Gas Leaks	2 Mech HVAC	3 Sewer	4 Interior Surfaces	5 Overall Cleanliness	6 Pest Vermin Infestation	7 Electrical	8 Restrooms	9 Sinks Fountains	10 Fire Safety	11 Hazardous Materials	12 Structural Damage	13 Roofs	14 Playground School Grounds	15 Windows Doors Gates Fences
Computer Lab	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Boys' Restroom E1	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Girls' Restroom E1	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Boys' Restroom E2	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Girls' Restroom E2	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Computer Lab 35	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Modeled after State of California School Facility Inspection Tool.

July 15, 2021

Dr. Norm Enfield, Superintendent
Chino Valley Unified School District
5130 Riverside Drive
Chino, CA 91710-4130

Dear Dr. Enfield:

California Education Code section 1240 requires that I annually visit all deciles 1-3 schools (*Williams*-monitored schools currently based on the 2012 Academic Performance Index [API]) identified in our county and report to you the results of my findings on a quarterly basis (October, January, April, and July). This report includes fourth quarter findings for the visit to **Chino High School** on **May 4, 2021**. Let me state at the outset that the visit was a positive, professional experience with a focus by the entire staff on seeking to improve the learning of each student at Chino High School.

The purpose of my visit as specified in California Education Code section 1240 was to determine if there is any facility condition that “poses an emergency or urgent threat to the health or safety of pupils or staff.” Before proceeding with the report, let me define some basic terms. A school facility “emergency or urgent threat” means that a condition poses a threat to the health or safety of pupils or staff. “Good repair” means the school facility is clean, safe, and functional as determined pursuant to the school facility inspection and evaluation instrument developed by the Office of Public School Construction (the Facility Inspection Tool [FIT]) or a local evaluation instrument that meets the same criteria.

In summary, my findings are as follows:

School Facilities

The following **extreme deficiencies** were observed:

None observed.

The following **good repair deficiencies** were observed:

Section 7. Electrical

- 22: Computer cords not secured properly (work order #129492) (**remedied 5/4/21**)

- 34: Computer cords not secured properly (work order #1620164675) (**remedied 5/4/21**)

Section 8. Restrooms

- Counseling: Paper towel dispensers empty (**remedied 5/4/21**)

Section 9. Sinks/Fountains

- Pool: Sink/fountain is not working properly (work order #129487)

Section 10. Fire Safety

- 28: Fire extinguisher out of date or missing monthly inspection sign-off (work order #129491) (**remedied 5/4/21**)
- Staff Lounge: Fire extinguisher out of date or missing monthly inspection sign-off (**remedied 5/4/21**)

Deficiencies that were observed and remediated prior to the end of the visit are reflected in this report and the enclosed Facility Inspection Tool.

There are no findings to report in the following areas:

Instructional Materials

The instructional materials sufficiency reviews were conducted during the first quarter of the 2020/21 fiscal year as part of the *Williams* site visitations and the findings were reported in the first quarterly reports generated in October 2020.

SARC

The SARC reviews were conducted during the second quarter of the 2020/21 fiscal year and the findings were reported in the second quarterly report generated in January 2021.

Teacher Assignment Monitoring

Following postponement of the 2020/21 teacher assignment monitoring review due to changes in the California Department of Education's certification deadlines for CALPADS data, the mandated 90-day assignment monitoring period will officially commence on August 1, 2021 and will conclude November 1, 2021. Associated findings will be included in the 2021/22 second quarterly report.

In conclusion, let me assure you that the San Bernardino County Superintendent of Schools is available to support the actions required to address the needs identified during the Williams Settlement site visits.

Sincerely,

A handwritten signature in black ink, appearing to read "Ted Alejandre". The signature is fluid and cursive, with the first name "Ted" and last name "Alejandre" clearly distinguishable.

Ted Alejandre
County Superintendent

Attachment: Facility Inspection Tool

cc: Mr. Joe Schaffer, Board President
Mr. John Miller, Principal
Ms. Lea Fellows, *Williams* Liaison
Ms. Jenny Owen, SBCSS Director, Communications and Intergovernmental Relations
Ms. Amanda Shoffner, SBCSS Credentials Manager

SBCSS Williams Facility Inspection Tool
School Facility Conditions Evaluation, Fiscal Year 2020/2021

School Site: Chino High, Chino Valley Unified District, San Bernardino County

5472 Park Pl., Chino CA 91710-4130

Grade Levels: 9 – 12. **Classrooms:** 75. **Decile:** 3.

Visit Date/Time: 5/4/21, 1:00 pm. **Inspection Type:** Announced

Weather Conditions at Time of Inspection: Clear & Hot

Inspector(s), Classrooms Heather Kinney; Steven Davis	Inspector(s), Ancillary and Other Instructional Areas Steven Davis; Heather Kinney
Representative(s) of District Who Accompanied the Evaluator Nick Gonzales Lea Fellows Michael Farias Jasmine Norman Carlos Camarena John Miller	

Course-Based Classrooms: Evaluation Detail

✓ = Good Repair, D = Deficiency, ✗ = Extreme Deficiency, N/A = Not Applicable

Classroom	1 Gas Leaks	2 Mech HVAC	3 Sewer	4 Interior Surfaces	5 Overall Cleanliness	6 Pest Vermin Infestation	7 Electrical	8 Restrooms	9 Sinks Fountains	10 Fire Safety	11 Hazardous Materials	12 Structural Damage	13 Roofs	14 Playground School Grounds	15 Windows Doors Gates Fences
Room: 57 Reid	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: 14 Ledesma	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: DL Kammer	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: 32 Hefner	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: 13 Lowe	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: 17 Colinco	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: DL Teper	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: M22 Gonzalez	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: M22 Gonzalez	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: M11 Staricka	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: 44S Meneses	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: M16 Phung	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: DL Raya	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: M9 Lentz	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: 59 Filarski	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: 42 Parrell	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: 59 Schumann	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: DL Williams, M	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: 3S Skews-Stone	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: 23 Berumen	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: 21 Morris	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: 28	✓	✓	✓	✓	✓	August 19, 2021	✓	✓	✓	D	✓	✓	✓	✓	✓

Wendling																
Classroom	1 Gas Leaks	2 Mech HVAC	3 Sewer	4 Interior Surfaces	5 Overall Cleanliness	6 Pest Vermin Infestation	7 Electrical	8 Restrooms	9 Sinks Fountains	10 Fire Safety	11 Hazardous Materials	12 Structural Damage	13 Roofs	14 Playground School Grounds	15 Windows Doors Gates Fences	
	§10: Fire extinguisher out of date or missing monthly inspection sign-off. (Work order: 129491.) (Remedied: 5/4/21.)															
Room: 26 Fallon	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Room: 22 Miller	✓	✓	✓	✓	✓	✓	D	✓	✓	✓	✓	✓	✓	✓	✓	
	§7: Computer cords not secured properly. (Work order: 129492.) (Remedied: 5/4/21.)															
Room: 34 Britten	✓	✓	✓	✓	✓	✓	D	✓	✓	✓	✓	✓	✓	✓	✓	
	§7: Computer cords not secured properly. (Work order: 1620164675.) (Remedied: 5/4/21.)															
Room: Lab 1 Garcia	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Room: DL Bustos	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Room: 36 Cardenas-Isley	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Room: 53 Larios-Contreras	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Room: 46 Van Embricqs	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Room: 46 Van Embricqs	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Room: M68 Nunez	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Room: 31 Tapia	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Room: DL Flores, E	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Room: 36 Cardenas-Isley	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Room: 53 Larios-Contreras	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Room: M7 Nelson	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Room: DL Lanathoua	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Room: DL Lanathoua	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Room: M6 Beyer	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	

Ancillary Areas: Evaluation Detail

✓ = Good Repair, D = Deficiency, ✗ = Extreme Deficiency, N/A = Not Applicable

Ancillary Area	1 Gas Leaks	2 Mech HVAC	3 Sewer	4 Interior Surfaces	5 Overall Cleanliness	6 Pest Vermin Infestation	7 Electrical	8 Restrooms	9 Sinks Fountains	10 Fire Safety	11 Hazardous Materials	12 Structural Damage	13 Roofs	14 Playground School Grounds	15 Windows Doors Gates Fences
Staff Parking	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Administration Building	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Staff Lounge	✓	✓	✓	✓	✓	✓	✓	✓	✓	D	✓	✓	✓	✓	✓
	§10: Fire extinguisher out of date or missing monthly inspection sign-off. (Remedied: 5/4/21.)														
Library	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Counseling	✓	✓	✓	✓	✓	✓	✓	D	✓	✓	✓	✓	✓	✓	✓
	§8: Paper towel dispensers empty. (Remedied: 5/4/21.)														
Nurse's Office	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Staff Parking	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
M11	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
M12	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
M5	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

August 19, 2021

Ancillary Area	1 Gas Leaks	2 Mech HVAC	3 Sewer	4 Interior Surfaces	5 Overall Cleanliness	6 Pest Vermin Infestation	7 Electrical	8 Restrooms	9 Sinks Fountains	10 Fire Safety	11 Hazardous Materials	12 Structural Damage	13 Roofs	14 Playground School Grounds	15 Windows Doors Gates Fences
Music	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
106	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Student Parking	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Tennis Courts	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Football Stadium	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Baseball Field	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Softball Field	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Pool	✓	✓	✓	✓	✓	✓	✓	✓	D	✓	✓	✓	✓	✓	✓
§9: Sink/fountain is not working properly. (Work order: 129487.)															
Athletic Trainer's Office	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Boys' PE	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Gym	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Girls' PE	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
M8	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Covered Patio	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Multi-purpose Room	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Kitchen	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Quad	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Restroom Near Student Store	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
40C	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
40	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
M69	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
M67	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Restroom Near 49	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Restroom Near Security	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
47	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
95/96 Weight Room	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
93	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
D2 Restroom	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
43	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
32	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
B3 Restroom	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
25A	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
19A Attendance	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
B2 Restroom (4)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
18	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
16	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
15	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
10 Activities	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
9 Career	✓	✓	✓	✓	✓	August 19, 2021	✓	✓	✓	✓	✓	✓	✓	✓	✓

Ancillary Area	1 Gas Leaks	2 Mech HVAC	3 Sewer	4 Interior Surfaces	5 Overall Cleanliness	6 Pest Vermin Infestation	7 Electrical	8 Restrooms	9 Sinks Fountains	10 Fire Safety	11 Hazardous Materials	12 Structural Damage	13 Roofs	14 Playground School Grounds	15 Windows Doors Gates Fences
Mail/Copy	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
8	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
4	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Restroom Near 5A	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Modeled after State of California School Facility Inspection Tool.

July 15, 2021

Dr. Norm Enfield, Superintendent
Chino Valley Unified School District
5130 Riverside Drive
Chino, CA 91710-4130

Dear Dr. Enfield:

California Education Code section 1240 requires that I annually visit all deciles 1-3 schools (*Williams*-monitored schools currently based on the 2012 Academic Performance Index [API]) identified in our county and report to you the results of my findings on a quarterly basis (October, January, April, and July). This report includes fourth quarter findings for the visit to **Dickson Elementary School** on **May 5, 2021**. Let me state at the outset that the visit was a positive, professional experience with a focus by the entire staff on seeking to improve the learning of each student at Dickson Elementary School.

The purpose of my visit as specified in California Education Code section 1240 was to determine if there is any facility condition that “poses an emergency or urgent threat to the health or safety of pupils or staff.” Before proceeding with the report, let me define some basic terms. A school facility “emergency or urgent threat” means that a condition poses a threat to the health or safety of pupils or staff. “Good repair” means the school facility is clean, safe, and functional as determined pursuant to the school facility inspection and evaluation instrument developed by the Office of Public School Construction (the Facility Inspection Tool [FIT]) or a local evaluation instrument that meets the same criteria.

In summary, my findings are as follows:

School Facilities

The following **extreme deficiencies** were observed:

None observed.

The following **good repair deficiencies** were observed:

Section 4. Interior Surfaces

- Grounds: Ceilings have damage from cracks, tears, and/or holes (work order #126130) (**remedied 5/5/21**)

- Girls' restrooms Building C: Wall tiles are damaged or loose (work order #129528) **(remedied 5/5/21)**

Section 11. Hazardous Materials

- 2: Interior paint is peeling, chipping or cracking (work order #129526) **(remedied 5/5/21)**
- 7: Interior paint is peeling, chipping or cracking (work order # 12956) **(remedied 5/5/21)**

Deficiencies that were observed and remediated prior to the end of the visit are reflected in this report and the enclosed Facility Inspection Tool.

There are no findings to report in the following areas:

Instructional Materials

The instructional materials sufficiency reviews were conducted during the first quarter of the 2020/21 fiscal year as part of the *Williams* site visitations and the findings were reported in the first quarterly reports generated in October 2020.

SARC

The SARC reviews were conducted during the second quarter of the 2020/21 fiscal year and the findings were reported in the second quarterly report generated in January 2021.

Teacher Assignment Monitoring

Following postponement of the 2020/21 teacher assignment monitoring review due to changes in the California Department of Education's certification deadlines for CALPADS data, the mandated 90-day assignment monitoring period will officially commence on August 1, 2021 and will conclude November 1, 2021. Associated findings will be included in the 2021/22 second quarterly report.

In conclusion, let me assure you that the San Bernardino County Superintendent of Schools is available to support the actions required to address the needs identified during the *Williams* Settlement site visits.

Sincerely,

A handwritten signature in black ink that reads "Ted Alejandre". The signature is fluid and cursive, with the first name "Ted" and last name "Alejandre" clearly legible.

Ted Alejandre
County Superintendent

Attachment: Facility Inspection Tool

cc: Mr. Joe Schaffer, Board President
Mr. Gerson Renderos, Principal
Ms. Lea Fellows, *Williams* Liaison
Ms. Jenny Owen, SBCSS Director, Communications and Intergovernmental Relations
Ms. Amanda Shoffner, SBCSS Credentials Manager

SBCSS Williams Facility Inspection Tool
School Facility Conditions Evaluation, Fiscal Year 2020/2021

School Site: Dickson Elementary, Chino Valley Unified District, San Bernardino County

3930 Pamela Dr., Chino CA 91710-4130

Grade Levels: TK – 6. **Classrooms:** 14. **Decile:** 3.

Visit Date/Time: 5/5/21, 1:00 pm. **Inspection Type:** Announced

Weather Conditions at Time of Inspection: Clear & Hot

Inspector(s), Classrooms Grace Granados	Inspector(s), Ancillary and Other Instructional Areas Manny Rombalski
Representative(s) of District Who Accompanied the Evaluator Gerson Renderos, Carlos Camarena, Bodie Smith, Lea Fellows, Samantha Han	

Grade-Based Classrooms: Evaluation Detail

✓ = Good Repair, D = Deficiency, ✗ = Extreme Deficiency, N/A = Not Applicable

Classroom	1 Gas Leaks	2 Mech HVAC	3 Sewer	4 Interior Surfaces	5 Overall Cleanliness	6 Pest Vermin Infestation	7 Electrical	8 Restrooms	9 Sinks Fountains	10 Fire Safety	11 Hazardous Materials	12 Structural Damage	13 Roofs	14 Playground School Grounds	15 Windows Doors Gates Fences
Room: 2 Christa Ferrell	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D	✓	✓	✓	✓
§11: Interior paint is peeling, chipping or cracking. (Work order: Work Order #129526.) (Remedied: 5/5/21.)															
Room: 5 Vivian Mora	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: 35 Deanna Doezie	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: 9 Mia Caceres	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: 7 Victoria Veenstra	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D	✓	✓	✓	✓
§11: Interior paint is peeling, chipping or cracking. (Work order: Work Order # 12956.) (Remedied: 5/5/21.)															
Room: DL Leticia Lopez	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: 23 Samantha Alvo	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: 24 Windy Curtis	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: 26 Marisol Sanchez	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Ancillary Areas: Evaluation Detail

✓ = Good Repair, D = Deficiency, ✗ = Extreme Deficiency, N/A = Not Applicable

Ancillary Area	1 Gas Leaks	2 Mech HVAC	3 Sewer	4 Interior Surfaces	5 Overall Cleanliness	6 Pest Vermin Infestation	7 Electrical	8 Restrooms	9 Sinks Fountains	10 Fire Safety	11 Hazardous Materials	12 Structural Damage	13 Roofs	14 Playground School Grounds	15 Windows Doors Gates Fences
Main Office Area	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Nurse's Office	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Library	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Cafeteria/Kitchen	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Multi-purpose Room	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Grounds	✓	✓	✓	D	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
§4: Ceilings have damage from cracks, tears, and/or holes. (Work order: 126130.) (Remedied: 5/5/21.)															
Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Girls' restrooms Building B	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Boys' restrooms Building B	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Girls' restrooms Building C	✓	✓	✓	D	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

August 19, 2021

Ancillary Area	1 Gas Leaks	2 Mech HVAC	3 Sewer	4 Interior Surfaces	5 Overall Cleanliness	6 Pest Vermin Infestation	7 Electrical	8 Restrooms	9 Sinks Fountains	10 Fire Safety	11 Hazardous Materials	12 Structural Damage	13 Roofs	14 Playground School Grounds	15 Windows Doors Gates Fences
	\$4: Wall tiles are damaged or loose. (Work order: 129528.) (Remedied: 5/5/21.)														
Boys' restrooms Building C	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Tennis Courts	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Additional Instructional Areas: Evaluation Detail

✓ = Good Repair, D = Deficiency, ✗ = Extreme Deficiency, N/A = Not Applicable

Instructional Area	1 Gas Leaks	2 Mech HVAC	3 Sewer	4 Interior Surfaces	5 Overall Cleanliness	6 Pest Vermin Infestation	7 Electrical	8 Restrooms	9 Sinks Fountains	10 Fire Safety	11 Hazardous Materials	12 Structural Damage	13 Roofs	14 Playground School Grounds	15 Windows Doors Gates Fences
STEAM Room (Room 40)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Computer Lab (Room 33)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Modeled after State of California School Facility Inspection Tool.

July 15, 2021

Dr. Norm Enfield, Superintendent
Chino Valley Unified School District
5130 Riverside Drive
Chino, CA 91710-4130

Dear Dr. Enfield:

California Education Code section 1240 requires that I annually visit all deciles 1-3 schools (*Williams*-monitored schools currently based on the 2012 Academic Performance Index [API]) identified in our county and report to you the results of my findings on a quarterly basis (October, January, April, and July). This report includes fourth quarter findings for the visit to **E.J. Marshall Elementary School** on **April 27, 2021**. Let me state at the outset that the visit was a positive, professional experience with a focus by the entire staff on seeking to improve the learning of each student at E.J. Marshall Elementary School.

The purpose of my visit as specified in California Education Code section 1240 was to determine if there is any facility condition that “poses an emergency or urgent threat to the health or safety of pupils or staff.” Before proceeding with the report, let me define some basic terms. A school facility “emergency or urgent threat” means that a condition poses a threat to the health or safety of pupils or staff. “Good repair” means the school facility is clean, safe, and functional as determined pursuant to the school facility inspection and evaluation instrument developed by the Office of Public School Construction (the Facility Inspection Tool [FIT]) or a local evaluation instrument that meets the same criteria.

In summary, my findings are as follows:

School Facilities

The following **extreme deficiencies** were observed:

Section 11. Hazardous Materials

- 19: Hazardous chemicals and flammable materials are not stored properly
(X) **(remedied 4/27/21)**

The following **good repair deficiencies** were observed:

Section 16. UCP Information Posted

- 9: Required UCP posting was not found, is incorrect, or is missing required section(s) (**remedied 4/27/21**)

Deficiencies that were observed and remediated prior to the end of the visit are reflected in this report and the enclosed Facility Inspection Tool.

There are no findings to report in the following areas:

Instructional Materials

The instructional materials sufficiency reviews were conducted during the first quarter of the 2020/21 fiscal year as part of the *Williams* site visitations and the findings were reported in the first quarterly reports generated in October 2020.

SARC

The SARC reviews were conducted during the second quarter of the 2020/21 fiscal year and the findings were reported in the second quarterly report generated in January 2021.

Teacher Assignment Monitoring

Following postponement of the 2020/21 teacher assignment monitoring review due to changes in the California Department of Education's certification deadlines for CALPADS data, the mandated 90-day assignment monitoring period will officially commence on August 1, 2021 and will conclude November 1, 2021. Associated findings will be included in the 2021/22 second quarterly report.

In conclusion, let me assure you that the San Bernardino County Superintendent of Schools is available to support the actions required to address the needs identified during the *Williams* Settlement site visits.

Sincerely,

A handwritten signature in black ink, reading "Ted Alejandre". The signature is fluid and cursive, with the first name "Ted" and last name "Alejandre" clearly legible.

Ted Alejandre
County Superintendent

Attachment: Facility Inspection Tool

cc: Mr. Joe Schaffer, Board President
Ms. Ofelia Verdugo, Principal
Ms. Lea Fellows, *Williams* Liaison
Ms. Jenny Owen, SBCSS Director, Communications and Intergovernmental Relations
Ms. Amanda Shoffner, SBCSS Credentials Manager

SBCSS Williams Facility Inspection Tool
School Facility Conditions Evaluation, Fiscal Year 2020/2021

School Site: E. J. Marshall Elementary, Chino Valley Unified District, San Bernardino County

12045 Telephone Ave., Chino CA 91710-4130

Grade Levels: K – 6. Classrooms: 14. Decile: 3.

Visit Date/Time: 4/27/21, 7:30 am. Inspection Type: Announced

Weather Conditions at Time of Inspection: Cloudy & Cool

Inspector(s), Classrooms Justin Gatewood; Angel Arrington; Angelica Hurtado	Inspector(s), Ancillary and Other Instructional Areas Justin Gatewood; Angel Arrington; Angelica Hurtado
Representative(s) of District Who Accompanied the Evaluator Ofelia Verdugo, Principal, Josh Reger, AP, Jonathan Campbell, MOC Supervisor, Bodie Smith, Network Technician	

Grade-Based Classrooms: Evaluation Detail

✓ = Good Repair, D = Deficiency, ✗ = Extreme Deficiency, N/A = Not Applicable

Classroom	1 Gas Leaks	2 Mech HVAC	3 Sewer	4 Interior Surfaces	5 Overall Cleanliness	6 Pest Vermin Infestation	7 Electrical	8 Restrooms	9 Sinks Fountains	10 Fire Safety	11 Hazardous Materials	12 Structural Damage	13 Roofs	14 Playground School Grounds	15 Windows Doors Gates Fences
Room: 19 Kelcey White	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✗	✓	✓	✓	✓
	§11: Hazardous chemicals and flammable materials are not stored properly (X). (Remedied: 4/27/21.)														
Room: 5 Elizabeth Gallegos	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: 4 Jill Veitch	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: 26 Jennifer Yi	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: 1 Carla Rivera	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: 9 Traci Johnson	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Ancillary Areas: Evaluation Detail

✓ = Good Repair, D = Deficiency, ✗ = Extreme Deficiency, N/A = Not Applicable

Ancillary Area	1 Gas Leaks	2 Mech HVAC	3 Sewer	4 Interior Surfaces	5 Overall Cleanliness	6 Pest Vermin Infestation	7 Electrical	8 Restrooms	9 Sinks Fountains	10 Fire Safety	11 Hazardous Materials	12 Structural Damage	13 Roofs	14 Playground School Grounds	15 Windows Doors Gates Fences
Main Office Area	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Cafeteria/Kitchen	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Grounds	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Library	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Lunch Area	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Multi-purpose Room	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Nurse's Office	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Staff Room/Lounge	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Boys' Restroom 1	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Boys' Restroom 2	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Girls' Restroom 1	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Girls' Restroom 2	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

✓ = Good Repair, D = Deficiency, ✗ = Extreme Deficiency, N/A = Not Applicable

Instructional Area	1 Gas Leaks	2 Mech HVAC	3 Sewer	4 Interior Surfaces	5 Overall Cleanliness	6 Pest Vermin Infestation	7 Electrical	8 Restrooms	9 Sinks Fountains	10 Fire Safety	11 Hazardous Materials	12 Structural Damage	13 Roofs	14 Playground School Grounds	15 Windows Doors Gates Fences
Room 42	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Modeled after State of California School Facility Inspection Tool.

July 15, 2021

Dr. Norm Enfield, Superintendent
Chino Valley Unified School District
5130 Riverside Drive
Chino, CA 91710-4130

Dear Dr. Enfield:

California Education Code section 1240 requires that I annually visit all deciles 1-3 schools (*Williams*-monitored schools currently based on the 2012 Academic Performance Index [API]) identified in our county and report to you the results of my findings on a quarterly basis (October, January, April, and July). This report includes fourth quarter findings for the visit to **Ramona Junior High School** on **April 29, 2021**. Let me state at the outset that the visit was a positive, professional experience with a focus by the entire staff on seeking to improve the learning of each student at Ramona Junior High School.

The purpose of my visit as specified in California Education Code section 1240 was to determine if there is any facility condition that “poses an emergency or urgent threat to the health or safety of pupils or staff.” Before proceeding with the report, let me define some basic terms. A school facility “emergency or urgent threat” means that a condition poses a threat to the health or safety of pupils or staff. “Good repair” means the school facility is clean, safe, and functional as determined pursuant to the school facility inspection and evaluation instrument developed by the Office of Public School Construction (the Facility Inspection Tool [FIT]) or a local evaluation instrument that meets the same criteria.

In summary, my findings are as follows:

School Facilities

The following **extreme deficiencies** were observed:

None observed.

The following **good repair deficiencies** were observed:

Section 4. Interior Surfaces

- Room 27: Ceiling tiles are damaged, loose, missing or stained (**remedied 4/29/21**)

Deficiencies that were observed and remediated prior to the end of the visit are reflected in this report and the enclosed Facility Inspection Tool.

There are no findings to report in the following areas:

Instructional Materials

The instructional materials sufficiency reviews were conducted during the first quarter of the 2020/21 fiscal year as part of the *Williams* site visitations and the findings were reported in the first quarterly reports generated in October 2020.

SARC

The SARC reviews were conducted during the second quarter of the 2020/21 fiscal year and the findings were reported in the second quarterly report generated in January 2021.

Teacher Assignment Monitoring

Following postponement of the 2020/21 teacher assignment monitoring review due to changes in the California Department of Education's certification deadlines for CALPADS data, the mandated 90-day assignment monitoring period will officially commence on August 1, 2021 and will conclude November 1, 2021. Associated findings will be included in the 2021/22 second quarterly report.

In conclusion, let me assure you that the San Bernardino County Superintendent of Schools is available to support the actions required to address the needs identified during the *Williams* Settlement site visits.

Sincerely,



Ted Alejandre
County Superintendent

Attachment: Facility Inspection Tool

cc: Mr. Joe Schaffer, Board President
Ms. Gabriela Rivas-Lopez, Principal
Ms. Lea Fellows, *Williams* Liaison
Ms. Jenny Owen, SBCSS Director, Communications and Intergovernmental Relations
Ms. Amanda Shoffner, SBCSS Credentials Manager

SBCSS Williams Facility Inspection Tool
School Facility Conditions Evaluation, Fiscal Year 2020/2021

School Site: Ramona Junior High, Chino Valley Unified District, San Bernardino County

4575 Walnut Ave., Chino CA 91710-4130

Grade Levels: 7 – 8. **Classrooms:** 26. **Decile:** 3.

Visit Date/Time: 4/29/21, 11:00 am. **Inspection Type:** Announced

Weather Conditions at Time of Inspection: Clear & Hot

Inspector(s), Classrooms Angel Arrington; Angelica Hurtado; Justin Gatewood	Inspector(s), Ancillary and Other Instructional Areas John Duran
Representative(s) of District Who Accompanied the Evaluator Carlos Camarena, Bodie Smith, Lea Fellows	

Course-Based Classrooms: Evaluation Detail

✓ = Good Repair, D = Deficiency, ✗ = Extreme Deficiency, N/A = Not Applicable

Classroom	1 Gas Leaks	2 Mech HVAC	3 Sewer	4 Interior Surfaces	5 Overall Cleanliness	6 Pest Vermin Infestation	7 Electrical	8 Restrooms	9 Sinks Fountains	10 Fire Safety	11 Hazardous Materials	12 Structural Damage	13 Roofs	14 Playground School Grounds	15 Windows Doors Gates Fences
Room: NA NA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: NA NA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: NA NA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: NA NA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: NA NA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Ancillary Areas: Evaluation Detail

✓ = Good Repair, D = Deficiency, ✗ = Extreme Deficiency, N/A = Not Applicable

Ancillary Area	1 Gas Leaks	2 Mech HVAC	3 Sewer	4 Interior Surfaces	5 Overall Cleanliness	6 Pest Vermin Infestation	7 Electrical	8 Restrooms	9 Sinks Fountains	10 Fire Safety	11 Hazardous Materials	12 Structural Damage	13 Roofs	14 Playground School Grounds	15 Windows Doors Gates Fences
Main Office Area	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Cafeteria/Kitchen	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Grounds	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Library	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Lunch Area	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Multi-purpose Room	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Nurse's Office	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Staff Room/Lounge	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Computer Lab	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Boys' Restroom 3	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Girls' Restroom 3	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Boys Restroom 14	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Boys' Restroom 31	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Girls' Restroom 31	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Boys' Restroom MPR	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

August 19, 2021

Ancillary Area	1 Gas Leaks	2 Mech HVAC	3 Sewer	4 Interior Surfaces	5 Overall Cleanliness	6 Pest Vermin Infestation	7 Electrical	8 Restrooms	9 Sinks Fountains	10 Fire Safety	11 Hazardous Materials	12 Structural Damage	13 Roofs	14 Playground School Grounds	15 Windows Doors Gates Fences
Girls' Restroom MPR	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Boys' Locker Room	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Girls' Locker Room	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
ASB 25	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Additional Instructional Areas: Evaluation Detail

✓ = Good Repair, D = Deficiency, ✗ = Extreme Deficiency, N/A = Not Applicable

Instructional Area	1 Gas Leaks	2 Mech HVAC	3 Sewer	4 Interior Surfaces	5 Overall Cleanliness	6 Pest Vermin Infestation	7 Electrical	8 Restrooms	9 Sinks Fountains	10 Fire Safety	11 Hazardous Materials	12 Structural Damage	13 Roofs	14 Playground School Grounds	15 Windows Doors Gates Fences
Room 19 7/8 Science	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room 26 Math 7th	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room 24 7/8 ELA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room 4 History/ELA 8th	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room 41 7th History	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room 27 8th Math	✓	✓	✓	D	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
§4: Ceiling tiles are damaged, loose, missing or stained. (Work order: None needed.) (Remedied: 4/29/21.)															

Modeled after State of California School Facility Inspection Tool.

July 15, 2021

Dr. Norm Enfield, Superintendent
Chino Valley Unified School District
5130 Riverside Drive
Chino, CA 91710-4130

Dear Dr. Enfield:

California Education Code section 1240 requires that I annually visit all deciles 1-3 schools (*Williams*-monitored schools currently based on the 2012 Academic Performance Index [API]) identified in our county and report to you the results of my findings on a quarterly basis (October, January, April, and July). This report includes fourth quarter findings for the visit to **Walnut Avenue Elementary School** on **April 29, 2021**. Let me state at the outset that the visit was a positive, professional experience with a focus by the entire staff on seeking to improve the learning of each student at Walnut Avenue Elementary School.

The purpose of my visit as specified in California Education Code section 1240 was to determine if there is any facility condition that “poses an emergency or urgent threat to the health or safety of pupils or staff.” Before proceeding with the report, let me define some basic terms. A school facility “emergency or urgent threat” means that a condition poses a threat to the health or safety of pupils or staff. “Good repair” means the school facility is clean, safe, and functional as determined pursuant to the school facility inspection and evaluation instrument developed by the Office of Public School Construction (the Facility Inspection Tool [FIT]) or a local evaluation instrument that meets the same criteria.

In summary, my findings are as follows:

School Facilities

The following **extreme deficiencies** were observed:

None observed.

The following **good repair deficiencies** were observed:

None observed.

Deficiencies that were observed and remediated prior to the end of the visit are reflected in this report and the enclosed Facility Inspection Tool.

There are no findings to report in the following areas:

Instructional Materials

The instructional materials sufficiency reviews were conducted during the first quarter of the 2020/21 fiscal year as part of the *Williams* site visitations and the findings were reported in the first quarterly reports generated in October 2020.

SARC

The SARC reviews were conducted during the second quarter of the 2020/21 fiscal year and the findings were reported in the second quarterly report generated in January 2021.

Teacher Assignment Monitoring

Following postponement of the 2020/21 teacher assignment monitoring review due to changes in the California Department of Education's certification deadlines for CALPADS data, the mandated 90-day assignment monitoring period will officially commence on August 1, 2021 and will conclude November 1, 2021. Associated findings will be included in the 2021/22 second quarterly report.

In conclusion, let me assure you that the San Bernardino County Superintendent of Schools is available to support the actions required to address the needs identified during the *Williams* Settlement site visits.

Sincerely,



Ted Alejandre
County Superintendent

Attachment: Facility Inspection Tool

cc: Mr. Joe Schaffer, Board President
Ms. Karen Morales, Principal
Ms. Lea Fellows, *Williams* Liaison
Ms. Jenny Owen, SBCSS Director, Communications and Intergovernmental Relations
Ms. Amanda Shoffner, SBCSS Credentials Manager

SBCSS Williams Facility Inspection Tool
School Facility Conditions Evaluation, Fiscal Year 2020/2021

School Site: Walnut Avenue Elementary, Chino Valley Unified District, San Bernardino County

5550 Walnut Ave., Chino CA 91710-4130

Grade Levels: K – 6. **Classrooms:** 19. **Decile:** 2.

Visit Date/Time: 4/29/21, 7:30 am. **Inspection Type:** Announced

Weather Conditions at Time of Inspection: Clear & Hot

Inspector(s), Classrooms Justin Gatewood; Angel Arrington	Inspector(s), Ancillary and Other Instructional Areas John Duran
Representative(s) of District Who Accompanied the Evaluator Ken Gunn, Carl Greenwood	

Grade-Based Classrooms: Evaluation Detail

✓ = Good Repair, D = Deficiency, ✗ = Extreme Deficiency, N/A = Not Applicable

Classroom	1 Gas Leaks	2 Mech HVAC	3 Sewer	4 Interior Surfaces	5 Overall Cleanliness	6 Pest Vermin Infestation	7 Electrical	8 Restrooms	9 Sinks Fountains	10 Fire Safety	11 Hazardous Materials	12 Structural Damage	13 Roofs	14 Playground School Grounds	15 Windows Doors Gates Fences
Room: 3 Sandy Sanchez	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: 40 Nicole Cattani	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: 38 Crystal Espinoza	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: 35 Lauren Martin	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: 28 Lauryi Ritchie	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: 18 Linda Su	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: 27 Joann Marti	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room: 17 Nicole Wind	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Ancillary Areas: Evaluation Detail

✓ = Good Repair, D = Deficiency, ✗ = Extreme Deficiency, N/A = Not Applicable

Ancillary Area	1 Gas Leaks	2 Mech HVAC	3 Sewer	4 Interior Surfaces	5 Overall Cleanliness	6 Pest Vermin Infestation	7 Electrical	8 Restrooms	9 Sinks Fountains	10 Fire Safety	11 Hazardous Materials	12 Structural Damage	13 Roofs	14 Playground School Grounds	15 Windows Doors Gates Fences
Main Office Area	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
S1 - Computer Lab	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Cafeteria/Kitchen	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
K2 - Kindergarten	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Library	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Kindergarten Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Multi-purpose Room	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
K1	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Nurse's Office	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
S Wing Hallway	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
D-1	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

August 19, 2021

Ancillary Area	1 Gas Leaks	2 Mech HVAC	3 Sewer	4 Interior Surfaces	5 Overall Cleanliness	6 Pest Vermin Infestation	7 Electrical	8 Restrooms	9 Sinks Fountains	10 Fire Safety	11 Hazardous Materials	12 Structural Damage	13 Roofs	14 Playground School Grounds	15 Windows Doors Gates Fences
Staff Room/Lounge	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
E-1	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Blacktop	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
B-4	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Basketball Courts	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Blue Playground Area	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Counselor's Room	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
A-Wing Girls' Restroom	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
A-Wing Boys' Restroom	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Kindergarten Playground	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
S-Wing Girls' Restroom	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
S-Wing Boys' Restroom	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Psychologist's Room	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
B-6 Computer Lab	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
C-Wing Girls' Restroom	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
C-Wing Boys' Restroom	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Lunch Bench Area	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
A-6	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Modeled after State of California School Facility Inspection Tool.