



ETIWANDA SCHOOL DISTRICT

Etiwanda Education Center Board Room
6061 East Avenue, Etiwanda, CA 91739

BOARD OF TRUSTEES: Brynna Cadman, Robert Garcia, Dayna Karsch, David W. Long, and Mondy M. Taylor

BOARD OF TRUSTEES MEETING

AGENDA

Thursday, February 24, 2022, 6:30 p.m.

This board meeting will take place in-person on the date, time and location noted above. Members of the public may view a live stream of the meeting using the link below. Public Comment will only be allowed for in-person participants.

In-Person Attendance Requirements: All persons attending the meeting in-person are required to wear a face covering for the entire board meeting and review the health screening questions prior to entering the meeting location. Public comment is only available to in-person meeting participants. Note: Seating is limited. Once the meeting room is full, members of the public will not be admitted.

View the Meeting Livestream: Members of the public can view the live stream of the meeting at: <http://stream.etiwanda.org>. Public comment is not available to live stream viewers.

The agenda and attachments can be found at: <http://meetings.etiwanda.org/A02-24-2022.pdf> or when on the District website, go to About Us, scroll over to the Board of Trustees tab, click on Board Meeting Calendar, and select the February 24, 2022, meeting date.

Members of the public may participate in the Public Comment portion of the meeting by attending the meeting in-person and addressing the Board during Public Comment as noted on the agenda.

Reasonable Accommodations: If you wish to request reasonable accommodations to participate in this meeting, please call (909) 899-2451 ext. 3101 or email Renee Peccoralo at renee.peccoralo@etiwanda.org, no later than noon, two business days preceding the date of the meeting.

1. CALL TO ORDER

- A. Roll call.
- B. Pledge of allegiance.

2. PUBLIC COMMENT

This is the time and place for the general public to address the Board of Trustees on items on the meeting agenda. State law prohibits the Board from acting on any issue not previously included on the agenda. Because there are time limits imposed for public comment, neither the Board nor the Superintendent answer questions or respond to statements made during the public comment. Members of the Board or the Superintendent may choose to take notes and respond briefly after public comment is closed. Individual speakers shall be allowed up to three minutes to address the Board on each agenda item. If a member of the public desires to be heard on more than three items appearing on the agenda, he or she will be allowed up to a total of ten minutes to address all desired agenda items with a maximum of three minutes per agenda item. With Board consent, the President may adjust the time allowed for public input and/or the time allotted for each speaker. The President may take a poll of speakers for or against a particular issue and ask that additional persons speak only if they have something new to add. For agenda items, in order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided twice the allotted time to address the Board, unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. Board Policy 9323 limits the total time for public input on each agenda item to thirty minutes. The Board assumes no responsibility for the speaker's liability for any intentionally false or defamatory comments the speaker may make regarding any person during the opportunity for public comment. Persons who have complaints against employees of the district are encouraged to seek resolution of those complaints by

2. PUBLIC COMMENT (continued)

utilization of the Etiwanda School District written complaint procedure rather than orally addressing them at a meeting.

- A. Comments on agenda items.

3. REVIEW / ADOPT AGENDA AND MINUTES

This is the time to review the agenda and move items from action to Consent Calendar or from Consent Calendar to action. Consent Calendar items are expected to be routine and noncontroversial, and are acted upon by the Board of Trustees at one time without discussion.

- A. Adopt the agenda as presented or amended.
- B. Adopt the Minutes of the regular meeting held February 10, 2022, as presented or amended.

4. EDUCATIONAL PRESENTATION

- A. “Anchored Together,” an educational presentation by Kelly Bray, Principal of Perdew Elementary.

5. INSTRUCTION

- A. Local Control Accountability Plan (LCAP) Update: Report on Community Input from LCAP Surveys presentation by Jeannie Tavolazzi, Director of Instruction.
- B. Etiwanda School District Child Care update by Michele Jacks, Child Care Program Coordinator and discussion and action regarding the 2022 Summer Camp and 2022-23 school year child care rates.
- C. Discussion and action regarding the draft 2022-2023 school calendar.

6. CONSENT CALENDAR

- A. Approval of the personnel report which includes appointment, employment, contract renewal, assignment, committee on assignment, transfer, promotion, demotion, resignation, retirement, leave, out-of-class pay, termination, non-reelect, suspension, release of service, release of administrative assignment, and/or any other action affecting employment status.
- B. Approval of the following donations:

Donated by:	Donation of:	Donated to:
MOD California, LLC	Cash	Caryn Elementary

- C. Approval/Ratification for Contracted Services between Etiwanda School District and the following outside Contractors.

	Consultant/ Contractor/Presenter	Contract Number	Type of Service	Location of Service
1	Heinemann Professional Development	DN022422A-01	Onsite professional learning	Etiwanda School District
2	The Mediatrician LLC	EC022422R-01	Zoom assembly	Etiwanda Colony Elementary
3	Paws to Share	EIS022422R-01	Therapy dogs	Etiwanda Intermediate
4	Kagan Professional Development	JJ022422R-01	Cooperative Learning	Etiwanda School District
5	Eichenberger Inspection	ML022422A-01	Inspection services for new classroom buildings	Grapeland Elementary
6	San Bernardino County Superintendent of Schools	MS022422R-01	Memorandum of Understanding for Foster Youth Transportation Services thru June 30, 2026 No. 21/22-0878	Etiwanda School District
7	Quality Teleservices, Inc.	NR022422R-01	Install interactive Smartboards	C.P. Lightfoot Elementary

6. **CONSENT CALENDAR (continued)**

8	Quality Teleservices, Inc.	NR022422R-02	Install projector, screen and television	John L. Golden Elementary
9	Vineyard Little League	RC022422R-01	Agreement to use athletic field and related facilities	Etiwanda Intermediate
10	Prismatic Magic	WH022422R-01	Virtual presentation on Anti-bullying	West Heritage Elementary
11	Sylvan Learning Center	WH022422R-02	Intervention for selected students in the area of math and reading	West Heritage Elementary

D. Approval/Ratification of Proposal and Field Contract services under \$60,000 between Etiwanda School District and the following Contractors:

	Consultant/ Contractor	Contract Number	Type of Service	Location of Service
1	Quality Teleservices, Inc.	ML022422R-02	Install projector, screen and television	East Heritage Elementary
2	Time & Alarm Systems	ML022422R-03	Install, program and test DualCoMNF to the fire panel	D.W. Long Elementary
3	Time & Alarm Systems	ML022422R-04	Install, program and test DualCoMNF to the fire panel	Caryn Elementary

E. Approval of Amendments/Change Orders/Extension

Vendor & Project	Amendment/ Change Order Number/ Extension	Original Contract Date Or Dollar Amount	New Contract Date or Dollar Amount
Caston, Inc. East Heritage Elementary New Admin/Library Project	ML022422A-05 CCO #1.7R1	\$375,585.00	\$381,307.40
JPI Development Group, Inc. East Heritage Elementary New Admin/Library Project	ML022422A-06 CCO #1.18	\$487,000.00	\$475,970.69

F. Approval of proposed registration form and field trip schedule for summer “Camp Cool” May 31 – July 29, 2022.

G. Approval of revisions and/or deletions to the following Board Policies (BP), Administrative Regulations (AR) and/or Exhibits (EX):

BP 9320	<i>Meetings & Notices</i>	Revised to include new provision from AB361 regarding teleconferences during a proclaimed state of emergency and other minor revisions.
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H. Approval of authorization for the Superintendent to approve payment of memberships and subscriptions for the 2021-22 school year including, but not limited to, the following professional organizations or publications: California School Public Relations Association (CalSPRA)

I. Approval of the 2021-2022 Consolidated Application for Funding.

J. Approval of the 2021-2022 Comprehensive School Safety Plan (CSSP) for all elementary and middle schools.

7. **BUSINESS AND LEGAL**

A. Discussion and action regarding the award of Bid #21/22-031 Grapeland Elementary New Classroom Buildings.

Category	Name of Contractor	Low Bid \$
#02 Landscape	Southern California Landscape, Inc.	\$ 198,300.00
#03 Concrete	Bogh Engineering	\$1,930,000.00

7. BUSINESS AND LEGAL (continued)

#05 Structural Steel	Vulcan Steel	\$ 639,178.00
#06 Rough Carpentry	Infinity Structures, Inc.	\$ 498,000.00
#07 Plaster	Sierra Lathing	\$ 709,109.00
#08 Casework	K & Z Cabinets	\$ 56,220.00
#09 Roofing	United Contractors	\$ 302,250.00
#16 Specialties	RVH Contractors	\$ 438,000.00
#17 HVAC	Desert Air	\$ 419,000.00
#18 Plumbing	JPI Development	\$ 580,000.00
#19 Electrical	Rancho Pacific Electric	\$ 989,600.00
#21 Hardware	Montgomery Hardware	\$ 228,250.00
#22 Fencing	Econo Fence, Inc.	\$ 242,010.00
Project Total		\$7,229,917.00

8. SUPERINTENDENT’S PRESENTATION

- A. Discussion regarding tentative dates for regular board meeting dates for the 2022-2023 school year.
- B. Discussion and action regarding rescheduling April, May and June 2022 regular board meeting dates and times.
- C. Discussion and action regarding 2022 election of representatives to the California School Boards Association (CSBA) Delegate Assembly Ballot sub-region 16-B.
- D. Superintendent’s Report: The Superintendent may make announcements and provide updates to the Board on items such as district activities, recent or upcoming events, communications, school, employee, student achievements, and other non-action items.

9. PUBLIC COMMENT ON NON-AGENDA ITEMS

This is the time and place for the general public to address the Board of Trustees on items not appearing on the meeting agenda. State law prohibits the Board from acting on any issue not previously included on the agenda. Because there are time limits imposed for public comment, neither the Board nor the Superintendent answer questions or respond to statements made during the public comment. Members of the Board or the Superintendent may choose to take notes and respond briefly after public comment is closed. Individual speakers shall be allowed up to three minutes to address the Board on each non-agenda item. If a member of the public desires to address the Board on more than three matters not appearing on the agenda, he or she will be allowed up to a total of ten minutes to address all desired matters not appearing on the agenda, with a maximum of three minutes per item. With Board consent, the President may adjust the time allowed for public input and/or the time allotted for each speaker. The President may take a poll of speakers for or against a particular issue and ask that additional persons speak only if they have something new to add. For non-agenda items, in order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided twice the allotted time to address the Board, unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. Board Policy 9323 limits the total time for public input on each non-agenda item to thirty minutes. The Board assumes no responsibility for the speaker’s liability for any intentionally false or defamatory comments the speaker may make regarding any person during the opportunity for public comment. Persons who have complaints against employees of the district are encouraged to seek resolution of those complaints by utilization of the Etiwanda School District written complaint procedure rather than orally addressing them at a meeting.

- A. Comments on non-agenda items.

10. BOARD / STAFF COMMENTS OR SUGGESTED ITEMS FOR DISCUSSION AT UPCOMING MEETINGS

11. CLOSED SESSION

- A. Conference with labor negotiator (Government Code 54957.6) for the 2021-2022 school year.
 District Negotiator: Laura Rowland, Assistant Superintendent of Personnel Services
 Bargaining Unit: Etiwanda Teachers Association

- 11. CLOSED SESSION (continued)**
 - B. Liability Claim (Government Code 54956.95)
Claimant: 2122-08 AM

- 12. RECONVENE TO OPEN SESSION**
 - A. Report from Closed Session.

- 13. ADJOURNMENT**

Submitted by Shawn Judson, Ed.D., Superintendent and Secretary to the Board of Trustees.
Student enrollment as of January 26, 2022: 13,482(TK-8) + 234 (CLOUDS) Total: 13,716
(+25 from January 26, 2022)

Public records related to the public session agenda that are distributed to the Governing Board less than 72 hours before a regular meeting, may be inspected by the public at the Etiwanda Education Center, 6061 East Avenue, Etiwanda, CA 91739, during regular business hours 7:30 a.m. to 4:00 p.m.

In accordance with section 54953.2 of the *Government Code*, individuals may make a request for disability related modifications or accommodations, including auxiliary aides or services, in order to participate in a public meeting. Such requests must be submitted in writing no later than noon, two business days preceding the date of the meeting. Requests should be submitted to the attention of: Superintendent Shawn Judson, Ed.D.



BOARD OF TRUSTEES: Brynna Cadman, Robert Garcia, Dayna Karsch, David W. Long, and Mondy M. Taylor

BOARD OF TRUSTEES MEETING

Minutes

Thursday, February 10, 2022, 6:30 p.m.

Members Present in Person:	Ms. Cadman, Mr. Garcia, Ms. Karsch, Mr. Long and Ms. Taylor
Others Present:	Mr. Judson and Ms. Sprague

1. Call to Order

President Taylor called the meeting to order at 6:30 p.m. President Taylor announced that all open sessions of the board meeting are video and audio recorded and may capture sounds and images of those participating in the meeting. President Taylor asked those participating in the meeting to join in the Pledge of Allegiance.

2. Public Comment

A. Comments on agenda items.
Tim Parker commented regarding Local Control Accountability Plan, Professional Development, and Illuminate technology

3. Review / Adopt Agenda and Minutes

- A.* The Board of Trustees adopted the agenda as amended, due to correction of position and title announced from closed session on the January 20, 2022 Minutes. The correct title for Damita Walton is Director of Personnel and the correct title for Alicia Lyon is Director of Pupil Services. On a motion by Member Long, seconded by Member Cadman and carried by unanimous vote, with all members present voting yes.
- B.* The Board of Trustees took action to adopt the minutes of the special meeting held January 12, 2022, as presented, on a motion by Member Karsch, seconded by Member Garcia and carried by a unanimous vote, with all members present voting yes.
- C.* The Board of Trustees took action to adopt the minutes of the regular meeting held January 20, 2022, as amended due to correction of position and title announced from closed session. The correct title for Damita Walton is Director of Personnel and the correct title for Alicia Lyon is Director of Pupil Services, on a motion by Member Garcia, seconded by Member Long and carried by a unanimous vote, with all members present voting yes.

4. Special Presentation

A. Charlayne Sprague, Deputy Superintendent, along with the Board of Trustees recognized student champions of the Etiwanda School District Scripps Spelling Bee School Site Champions for 2021-2022. Students were introduced by Jeff Sipos, Principal of Golden Elementary and Spelling Bee Emcee. These students were presented with certificates, pencils and photo with the Board of Trustees.

5. Educational Presentation

A. Jeff Sipos, Principal of Golden Elementary, presented “Golden Elementary - *Plugged* into Family Connections,” Mr. Sipos introduced Georgia Wayne, Assistant Principal. He shared their Local Control Accountability Plan goals, the demographic and iReady data in ELA (English Language Arts) and math. He shared how they use Universal Access time. Ms. Wayne shared how they use Positive Behavior Interventions Supports (PBIS). She shared their expectations and shared the PBIS rewards, including Golden Tickets and the PBIS student store. Mr. Sipos shared their family engagement program with teacher driven apps such as Seesaw, Zoom and email. He also shared how

*=Attachments

5. **Educational Presentation (continued)**

they utilize Friday Folders, phone calls, auto dialers, Amplify Science, Renaissance, iReady Parent Nights, Open House, and Grab n' Go. Mr. Sipos shared how PTA supports the families with newsletters, family nights, holiday celebration, spirit days, APEX Fun Run, Spelling Bee, district surveys, IEP meetings, and face to face meetings.

6. **Instruction**

A.* Superintendent Judson presented a community member requested agenda item regarding revising the district student dress code concerning the comfort of students as they attend school and the equal application of the dress code.

- Jean Stephens, Day Creek Intermediate student, addressed the Board of Trustees regarding student dress code concerns.
- Alicia Lyons, Instruction Department Education Coordinator, shared the dress code guidelines and stated the input process is reviewed annually by Principals, School Site Council and law enforcement. She also shared, new for 2021-22 school year, is having the Student Engagement and Advisory Committee (SEAC), input. She shared how it is communicated, enforced, the consequences, and the dress code summary.
- Board President Taylor requested on behalf of the Board of Trustees to allow for sufficient student input and then come back to us for action.
- Superintendent Judson requested they invite Jean Stephens to the upcoming SEAC meeting.

B.* Jeannie Tavolazzi, Director of Instruction and Michael Mancuso, Director of Fiscal Services, presented the Local Control Accountability Plan (LCAP) Update: Supplement to the LCAP & Midyear Report. Ms. Tavolazzi shared the update includes information about the progress up to a midpoint for the 2021-22 school year and it includes two parts, supplement to the annual LCAP update and Midyear Implementation Update. She shared the purpose of the supplement to the annual LCAP update. She shared the term Educational partners is replacing the term Stakeholder. She then reviewed each section of the plan. Mr. Mancuso reviewed and shared information regarding the engagement on state grants provided not in the LCAP, and that the district does not receive concentration grant funds and shared the engagement on the use of federal grants. Ms. Tavolazzi shared how they gathered input for plans, the success and challenges related to the implementation of Elementary and Secondary School Emergency Relief (ESSER) III plans and shared the alignment of the LCAP and the one-time federal grants. Ms. Tavolazzi went on to share the midyear implementation update, the goals and metrics. Mr. Mancuso shared the budgeted expenditures for each goal.

C.* Charlayne Sprague, Deputy Superintendent, introduced Joe Ruddy, Data Systems Manager, David Ortiz, Instruction Department Education Coordinator and Shawn Williamson System Analyst and Programmer, presenting Etiwanda School District Technology Instruction/Infrastructure. Mr. Ruddy shared how they supported the teachers, staff and students with technical support. Mr. Ortiz shared how teachers and students accelerated the use of digital tools during distance learning. Mr. Williamson shared the special projects they worked on such as the East Heritage new library and administration building, new phone / intercom system and the schools network infrastructure upgrade. They also assisted with lighting controls, security systems, fire alarm systems, and other systems controls for the network and shared upcoming projects.

7. **Consent Calendar**

The Board of Trustees approved the Consent Calendar as presented, on a motion by Member Cadman, seconded by Member Karsch and carried by a unanimous vote, with all members present voting yes.

A.* Approval of the personnel report which includes appointment, employment, contract renewal, assignment, committee on assignment, transfer, promotion, demotion, resignation, retirement, leave, out-of-class pay, termination, non-reelect, suspension, release of service, release of administrative assignment, and/or any other action affecting employment status.

B.* The Governing Board, acting as the legislative body for Community Facilities District (CFD)

7. **Consent Calendar (continued)**

numbers 4, 5, 6, 7, 8, 9, 10, Rancho Etiwanda, Silver Ridge, Coyote Canyon, Henderson Creek, Victoria Gardens, and Day Creek Square, ratifies the CFD expenditures for the period January 1, 2022 through January 31, 2022, per the CFD Payment Log.

C.* Ratification of the Accounts Payable Warrant Register Reports. These are various routine warrants that have been requested to pay for purchase orders and various expenditures. The Board is requested to ratify batches dated January 1, 2022 through January 31, 2022.

D.* Ratification of the Budget Financial Reports for the period January 1, 2022 through January 31, 2022.

E.* Approval of the declaration that miscellaneous items of district property are less than \$2,500 in value per item, are obsolete and unusable, and will be sold as surplus property, donated to eligible nonprofit organizations or disposed: Etiwanda Colony Child Care: freezer; David W. Long Elementary: misc. Dell computer towers and Etiwanda District Operations Facilities: Konica copier.

F.* Acknowledgement by the Governing Board of the Etiwanda School District of the receipt of letters of fingerprint certification from the following outside contractors verifying clearance of their employees: Dugmore & Duncan of CA., Inc.; John R. Byerly, Inc; Ruhnau Clarke Architects.

G.* Approval of the following donations:

Donated by:	Donation of:	Donated to:
Kroger Company	Cash	Caryn Elementary
Box Tops for Education	Cash	Caryn Elementary
Panda Restaurant Group	Cash	Caryn Elementary
Step It Up!	Cash	East Heritage Elementary
Kroger Company	Cash	Perdew Elementary
Kroger Company	Cash	Summit Intermediate

H.* Approval / Ratification for Contracted Services between Etiwanda School District and the following outside Contractors:

	Consultant/ Contractor/Presenter	Contract Number	Type of Service	Location of Service
1	#ICANHELP	DCIS021022R-01	Virtual presentation for students and parents.	Day Creek Intermediate
2	Marenem, Inc.	JJ021022A-02	2 day professional development training.	Instruction Department
3	Dr. Sharroky Hollie	JJ021022R-01	2 day professional development training.	Instruction Department
4	Everest Environmental	ML021022A-02	Water pollution control.	Grapeland Elementary New Classroom Buildings
5	John R. Byerly, Inc.	ML021022A-03	Geotechnical engineering, materials testing and special inspection services.	Grapeland Elementary New Classroom Buildings
6	Ruhnau Clarke Architects	ML021022A-05	Architectural and engineering services for playfield.	Caryn Elementary
7	Guaranteed Janitorial Service, Inc.	RC021022R-01	Temporary day porters.	Falcon Ridge Elementary & Terra Vista Elementary
8	The Mediatrician	WH021022R-01	Virtual animated book reading for Black History Month.	West Heritage Elementary

I.* Approval / Ratification of Proposal and Field Contract services under \$60,000 between Etiwanda School District and the following Contractors:

*=Attachments

7. **Consent Calendar (continued)**

	Consultant/ Contractor	Contract Number	Type of Service	Location of Service
1	Dugmore & Duncan of California, Inc.	ML021022R-01	Labor/materials to set frame, swing new door (gate) and hardware	Windrows Elementary
2	Time & Alarm Systems	ML021022R-11	Labor/material/install cameras in MPR, and parking lots	East Heritage Elementary
3	Owen Electric, Inc.	RC021022A-02	Repair outside lighting	Day Creek Intermediate

J.* Approval of Amendments/Change Orders/Extension:

Vendor & Project	Amendment/ Change Order Number/ Extension	Original Contract Date or Dollar Amount	New Contract Date or Dollar Amount
Ruhnau Clark Architects CNG Station Project	ML021022A-06 Amendment #2	\$467,200.00	\$513,400.00
Inland Building Construction	ML021022A-007 CCO #2.21	\$144,100.00	\$151,202.11
David M. Bertino's Manufacturing, Inc.	ML021022A-08 CCO #1.08R1	\$225,135.00	\$247,648.50
Inland Building Construction	ML021022A-09 CCO #1.16R1	\$443,200.00	\$483,476.23

K.* Consideration to accept the following agreements/contracts between Etiwanda School District and the following contractors using CMAS documentation:

	Vendor	Contract Number	CMAS	Location of Service
1	Carrier Corporation	ML021022A-04	CMAS #4-21-10-1072 Non Information Technology Commodities	Grapeland Elementary HVAC replacement

L.* Approval of revisions and/or deletions to the following Board Policies (BP), Administrative Regulations (AR) and/or Exhibits (EX):

BP 6164.4	<i>Identification and Evaluation of Individuals for Special Education</i>	Updated language regarding child find requirements.
AR 6164.4	<i>Identification and Evaluation of Individuals for Special Education</i>	Updated to revise the child find activities and other revisions to timelines and procedures.
BP 6164.41	<i>Children With Disabilities Enrolled By Their Parents in Private School</i>	Updated to reorganize and clarify content.
AR 6164.41	<i>Children With Disabilities Enrolled By Their Parents in Private School</i>	Updated to clarify procedures regarding provision of services to children with disabilities in private schools in district boundaries.
BP 9270	<i>Conflict of Interest</i>	Revised to update list of designated positions in Appendix A.

M.* Approval of the Extended School Year (ESY) program proposal for summer 2022.

N.* Approval of the amendment to School Affiliation Agreement between the University of Southern California on behalf of its Division of Occupational Science and Occupational Therapy and the Etiwanda School District.

O.* Approval of Resolution No. 2122-29 Transfers of Appropriations for 2022-23 Fiscal Year.

*=Attachments

8. Superintendent's Presentation

- A.* Superintendent Judson shared the Board Governance Goals for Board review and discussion.
- President Taylor shared and reviewed the 3 goals and feels the goals are a way for the Board to be effective. No action taken.
- B. Superintendent Judson reported the following: He congratulated the National Blue Ribbon Nominees, Grapeland Elementary and John L. Golden Elementary. He thanked D.W. Long Elementary for the boardroom student work on display highlighting Black History Month. He shared the current social media highlights, construction highlights and shared an update on the Superintendent Search and also shared upcoming events.

9. Public Comment on Non-Agenda Items

- A. Comments on non-agenda items.
- Evelyn Gil commented regarding harassment.
 - Janal Barkley commented regarding common sense.
 - Humphrey Ahaiwe commented regarding bullying.
 - John Barkley commented regarding masks.
 - Laurie Morrison commented regarding the Superintendent and Etiwanda School District.
 - Eli Parker commented regarding masks.
 - Sarah Hamill commented regarding the Superintendent.

10. Board / Staff Comments or Suggested Items for Discussion at Upcoming Meetings

None offered.

11. Closed Session

The Board of Trustees adjourned to Closed Session at 8:26 p.m. to discuss items A. through C.

- A. Conference with Labor Negotiator (Government Code 54957.6) for the 2020-2021 school year.
District Negotiator: Laura Rowland, Assistant Superintendent of Personnel Services
Bargaining Unit: Etiwanda Teachers Association
- B. Public Employee Discipline/Dismissal/Release/Nonreelect.
(Government Code 54957) (Release Temp EC 44954)
- C. Conference with Labor Negotiators (Government Code 54957.6):
District-designated representative: Shawn Judson, Ed.D., Superintendent
Unrepresented employee(s): Doug Claflin, Assistant Superintendent of Business Services and Laura Rowland, Assistant Superintendent of Personnel Services

12. Reconvene To Open Session

The Board of Trustees reconvened into Open Session at 9:18 p.m.

- A. The Board of Trustees took action in closed session to adopt Resolution No. 2122-30 to release and non reelect 38 temporary certificated employees pursuant to Education Code 44954, effective at the end of the 2021-2022 school year, and directed the Superintendent or designee to send out appropriate legal notices on a motion by Member Long, seconded by Member Cadman and carried by unanimous vote, with all members present voting yes.

13. Adjournment

The meeting was adjourned at 9:19 p.m. on a motion by Member Long, seconded by Member Karsch and carried by unanimous vote, with all members present voting yes.

The next meeting will be held on Thursday, February 24, 2022, 6:30 p.m.


Respectfully Submitted

Adopted

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LCAP COMMUNITY SURVEY RESULTS

Survey Window : January 10-14, 2022

The Family Survey was administered in English, Mandarin, and Spanish.



GOAL 1: Conditions of Learning

My school or my child's school provides a well-rounded curriculum.

94% Agree

93% Agree

94% Agree

At my school or my child's school students receive the resources they need.

97% Agree

98% Agree

97% Agree

My school or my child's school library supports academic achievement.

95% Agree

94% Agree

93% Agree

GOAL 2: Pupil Outcomes

My school or my child's school wants students to succeed.

98% Agree

99% Agree

98% Agree

At my school or my child's school, teachers understand students' academic needs.

95% Agree

96% Agree

96% Agree

At my school or my child's school, students receive the academic support they need.

95% Agree

90% Agree

96% Agree

GOAL 3: Student Engagement

My school or my child's school focuses on students' character.

93% Agree

94% Agree

89% Agree

At my school or my child's school, teachers make class interesting.

95% Agree

96% Agree

90% Agree

At my school or my child's school, students from different cultural backgrounds become friends.

97% Agree

96% Agree

95% Agree

GOAL 4: Family Engagement

My school or my child's school communicates well with families.

95% Agree

94% Agree

My school or my child's school offers families an opportunity to serve on advisory councils.

97% Agree

93% Agree

At my school or my child's school, staff respects and responds to its community's differences.

97% Agree

95% Agree

ETIWANDA CHILD CARE UPDATES AND 2022-2023 RATES

Presented by Michele Jacks
Etiwanda Child Care Coordinator



2021-2022 Child Care



Successful School Year

All school sites fully staffed

All waiting lists resolved within a month of school

Two new programs to meet student needs

2022 Summer Camp planning underway

2021-2022 Child Care Updates



STAFFING

Created a Child Care Assistant II position.

- This position is a 5.75 hour position

* A.M. hours are 6:30-12:15 and PM hours are 12:15-6:00

- The Child Care Assistant II position has allowed for increased staffing without needing to hire more people, as well as creating a position for those looking to become a Coordinator in the future.

The creation of this position decreased our staffing shortage from over 50 employees needed at the beginning of the year to almost fully staffed at the time of this presentation. We are elated to share that our staffing is finally to a point that we no longer have a waitlist at any sites at this time.

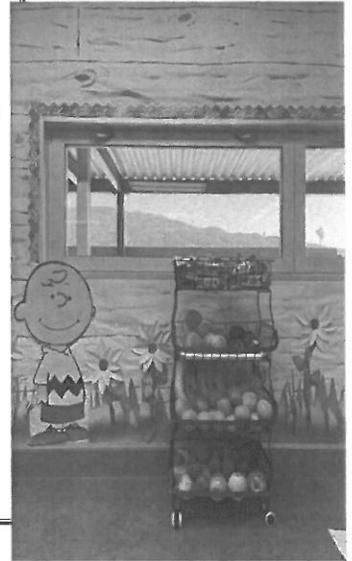
2021-2022 Additional Programs - FRUIT

The Etiwanda Child Care implemented a “24-Hour Café Fresh Fruit” Program.

- Every Monday, Coordinators come to the Child Care Office and pick up their fresh fruit order.
- The Fresh Fruit is available to all Child Care students at any time of the day, no questions asked.
- Coordinators place their Fresh Fruit Orders the week before to ensure they account for any changes in eating habits.

Quotes from some of our Child Care Students:

“I prefer the oranges” “I love bananas” “I love fruits”
“More bananas would make me happy” “The fruit is GREAT”
“Pears are my favorite” “The Best” “It tastes good”
“Thank you for the fruit”



2021-2022 Additional Programs - STEAM

The Etiwanda Child Care also implemented a STEAM Activities program.

- Each month, two hands-on STEAM activities are created and include lesson plans, videos, and all materials needed to complete a fun learning experience.
- Our Coordinators and Child Care Staff take the activities and create a fun and safe environment for our students to try new things.
- The Child Care students absolutely love the various activities. Here are just a few...



Building an animal shelter

House of Cards Structure



Gingerbread



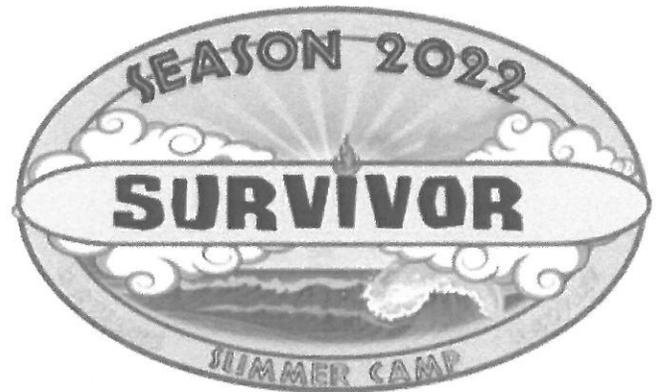
Make a ramp and see how fast things go....



SUMMER CAMP - SURVIVOR Season 2022

We are hard at work preparing for a fun-filled/jam-packed Summer Camp.

- Planned activities include:
 - Summer Blockbusters at the Movies
 - Food Truck Fridays
 - John's Incredible
 - Gaming Trucks
 - Science Assemblies
 - Professional Drumlines
 - Purple Easel and Saw Dust Factory
 - Drawing lessons by a professional artist
 - Miniature Golf
 - And so much more...



Etiwanda Child Care Rates for the 2022-2023 School Year

In order to meet rising costs and provide a quality child care program while maintaining our competitive rates amongst surrounding school districts and local private child care institutions, a rate increase is needed.

- Factors initiating the needed increase:
 - Our last rate increase was for the 2019-2020 school year
 - The current need to account for inflation adjustments
 - Current costs of staffing
 - Current costs of goods and materials
 - Current costs of operations
 - Additional programming

The recommendation is a 7% increase rounded to the nearest \$5 for each contract rate to meet current costs and sustain the child care program.

Etiwanda Child Care Rates for 2022 Summer Camp

In order to meet rising costs to provide a quality Summer Camp program while maintaining our competitive rates amongst surrounding school districts and local private child care institutions, a rate increase is needed.

- Factors initiating the needed increase:
 - Our last rate increase was for the 2019-2020 school year
 - The current need to account for inflation adjustments
 - Current costs of staffing
 - Current costs of goods and materials
 - Current costs of operations
 - Additional programming

The recommendation is an 8% increase rounded to the nearest \$5 for each contract rate to meet current costs and sustain the Summer Camp program.

May I answer any questions?



Shawn Judson, Ed.D.
 Superintendent
 Charlayne Sprague
 Deputy Superintendent
 Douglas M. Clafin
 Assistant Superintendent of Business Services
 Laura Rowland
 Assistant Superintendent of Personnel Services



Board of Trustees
 Brynna Cadman
 Robert Garcia
 Dayna Karsch
 David W. Long
 Mondy M. Taylor

6061 East Avenue, Etiwanda, California 91739
 www.etiwanda.org
 (909) 899-2451 FAX (909) 803-3025

To: Board of Trustees
 From: Michele Jacks, District Child Care Coordinator
 Date: February 24, 2022
 RE: Proposed rate increase for the 2022-2023 school year

Background

Below are the Etiwanda School District Child Care proposed rates for the 2022-2023 school year.**

2021-2022	2022-2023	% Increase
5 Full Days \$410.00	5 Full Days \$440.00	7% rounded up to the nearest \$5
4 Full Days \$360.00	4 Full Days \$390.00	7% rounded up to the nearest \$5
3 Full Days \$295.00	3 Full Days \$315.00	7% rounded up to the nearest \$5
2 Full Days \$260.00	2 Full Days \$280.00	7% rounded up to the nearest \$5
5 Half Days \$310.00	5 Half Days \$335.00	7% rounded up to the nearest \$5
4 Half Days \$280.00	4 Half Days \$300.00	7% rounded up to the nearest \$5
3 Half Days \$235.00	3 Half Days \$255.00	7% rounded up to the nearest \$5
2 Half Days \$200.00	2 Half Days \$215.00	7% rounded up to the nearest \$5
Up to 2 hours per day \$220.00	Up to 2 hours per day \$240.00	7% rounded up to the nearest \$5
Up to 1 hour per day \$135.00	Up to 1 hour per day \$145.00	7% rounded up to the nearest \$5
Mondays Only \$120	Mondays Only \$130	7% rounded up to the nearest \$5

** Pupil Free Day childcare available at \$20/day.

Research

The Etiwanda School District Child Care Program rates are comparable to neighboring school districts and significantly more affordable than local private child care centers. The need for a 7% rate increase is due to increased operating costs. Child Care rates have not increased since 2019-2020. This rate increase will allow us to continue providing excellent childcare by meeting the increased costs related to staffing, materials, additional programs, operations, and needed improvements.

Recommendation

The Etiwanda School District Child Care Coordinator recommends the Board take action to approve the proposed 7% rate increase for the 2022-2023 school year.

Shawn Judson, Ed.D.
 Superintendent
Charlayne Sprague
 Deputy Superintendent
Douglas M. Clafin
 Assistant Superintendent of Business Services
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To: Board of Trustees
From: Michele Jacks, District Child Care Coordinator
Date: February 24, 2022
Re: Proposed rate increase for Summer Camp 2022

Background

Below is the Etiwanda School District Child Care proposed rate increase for Summer Camp 2022.

2021-2022	2022-2023	% Increase
\$205.00 per week	\$225 per week	8% rounded up to the nearest \$5

Research

The Etiwanda School District Summer Camp rate is comparable to neighboring school districts and significantly more affordable than local private child care centers. The need for an 8% rate increase is due to increased operating costs. The rate for our Summer Camp has not increased since 2019-2020. This rate increase will allow us to continue providing excellent childcare by meeting the increased costs related to staffing, materials, additional programs, operations, and needed improvements.

Recommendation

The Etiwanda School District Child Care Coordinator recommends the Board take action to approve the proposed 8% rate increase rounded to the nearest \$5 for Summer Camp 2022.



Student Calendar 2022-2023

DRAFT

*"Excellence
in Education"*

July 22						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

4 Independence Day Observed

August 22						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

8 First day of school

September 22						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

5 No School - Labor Day
12 No School - Pupil Free Day/Staff Development
26-30 Parent Conferences

October 22						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

10 No School - Student Recess
28 End of 1st Trimester (58)

November 22						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

6 Daylight Saving Ends
11 No School - Veterans Day
21-25 No School - Thanksgiving Break

December 22						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

23-30 Winter Break

January 23						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

2-6 Winter Break
16 No School - Martin Luther King Jr. Day
27 No School - Pupil Free Day

February 23						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

16 End of 2nd Trimester (59)
17 No School - Lincoln Day
20 No School - Presidents' Day

March 23						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

12 Daylight Saving Begins
27-31 Spring Break

April 23						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

5 TK/Kindergarten Online Enrollment Begins

May 23						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

25 Last day of school (63)
29 Memorial Day

June 23						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Minimum Day ALL SITES
 Minimum Day Elementary

No School
 Staff Development Day
 No School

1st Trimester 58
2nd Trimester 59
3rd Trimester 63
Total Days 180

The schedule of meetings of the Board of Trustees is available at www.etiwanda.org. Meeting agendas are posted at the district office and www.etiwanda.org 72 hours prior to the meeting.

Board Approved: _____

CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT - INSTRUCTIONAL CALENDAR

2022-2023

SCHOOL DAYS

2022 July

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

November

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

2023 January

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

March

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10**	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

May

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25**	26	27
28	29	30	31			

August

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

October

S	M	T	W	T	F	S
						1
2	3	4	5	6	7*	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

December

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22**	23	24
25	26	27	28	29	30	31

February

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

April

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

June

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Testing Dates – Tentative	
	CAASPP Testing
	AP Testing

JULY

4 Independence Day

AUGUST

8 Certificated Staff Report

10 Students Report

SEPTEMBER

5 Labor Day

OCTOBER

7 First Quarter Ends

10 Floating Holiday

11 Second Quarter Begins

NOVEMBER

11 Veterans Day

21-25 Thanksgiving Holidays

DECEMBER

22 Second Quarter/First Semester Ends

23-30 Winter Break

JANUARY

1 New Year's Day

2-6 Winter Break

9 Third Quarter/Second Semester Begins

16 Martin Luther King Jr. Day

FEBRUARY

13 Abraham Lincoln's Day (observed)

20 Presidents Day

MARCH

10 Third Quarter Ends

13 Fourth Quarter Begins

27-31 Spring Break

APRIL

20

MAY

25 Fourth Quarter/Second Semester Ends

29 Memorial Day

31 Summer School Begins

JUNE

29 Summer School Ends

*August 10 - October 7 First Quarter: 42 School Days

** October 11 - Dec. 22 Second Quarter: 47 School Days

Semester One: 89 School Days

*January 9 - March 10 Third Quarter: 42 School Days

**March 13 - May 25 Fourth Quarter: 49 School Days

Semester Two: 91 School Days

Total: 180 School Days

Total: 180 School Days

	All Schools and District Offices Closed (Holidays)
	All Schools Closed
	Schools/District Offices Closed

Shawn Judson, Ed.D.
 Superintendent
 Charlayne Sprague
 Deputy Superintendent
 Douglas M. Clafin
 Assistant Superintendent of Business Services
 Laura Rowland
 Assistant Superintendent of Personnel Services



Board of Trustees
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 www.etiwanda.k12.ca.us
 (909) 899-2451 FAX (909) 803-3030

To: Shawn Judson
 From: Laura Rowland
 Re: Personnel Report
 Date: February 16, 2022

Please place the following personnel report on the Board Agenda for ratification at the meeting February 24, 2022.

I. Classified (Early Tell)

<u>Resignation</u>	<u>Position</u>	<u>Date</u>
Natalie Edwards	Health Service Technician	5/27/2022
Michelle Fraser	Occupational Therapist II	6/30/2022
Reina Moore	Instructional Technician – Special Ed.	5/31/2022

II. Classified

<u>Resignation</u>	<u>Position</u>	<u>Date</u>
Shannon Fox	Food Service Worker II	2/11/2022
William Hardy	Occupational Therapist	2/25/2022
Sandy Moravec	Library Paraprofessional	1/31/2022
Joanna Santacruz	Instructional Aide	2/25/2022
Malinda Theissen	Health Service Technician	2/2/2022

III. Classified (Early Tell)

<u>Retirement</u>	<u>Position</u>	<u>Date</u>
Thaddeus Gross	Custodian Grounds II	5/31/2022
Arthur Guzman	Custodian Grounds II	5/31/2022
Ann Lutz	Child Care Coordinator	5/26/2022
Patricia Patterson	Administrative Secretary I	6/1/2022
Jennifer Rock	Administrative Secretary I	6/1/2022
Cyndy Torres	Administrative Assistant II	8/31/2022

IV. Classified

<u>Retirement</u>	<u>Position</u>	<u>Date</u>
Nanci Gannon	Instructional Technology Support Clerk	6/30/2022
Lynn Ito	Instructional Aide	5/26/2022
Regina Trammel	Campus Supervision	5/26/2022

V. **Classified**

<u>39-month rehire</u>	<u>Position</u>	<u>Date</u>
#5220	Campus Support	2/16/2022
#6526	Instructional Aide	2/8/2022

VI. **Classified**

<u>Leave of Absence</u>	<u>Position</u>	<u>Date</u>
Cary Maxson	Administrative Secretary I	2/14/2022-6/1/2022
Gelinavan Neal	Instructional Aide (amended date)	1/5/2022 – 5/26/2022
Elizabeth Patterson	Instructional Aide	2/21/2022-5/26/2022

VII. **Classified**

<u>Appointment</u>	<u>Position</u>	• <u>Classified Salary Schedule</u>		<u>Date</u>
Adisha Banks	Child Care Assistant II	57a	Step 1	2/14/2022
Denise Cornelison	Child Care Assistant II	57a	Step 2	2/14/2022
Breanna Haroutunian	Child Care Assistant II	57a	Step 1	2/14/2022
Moska Latif	Campus Support	51a	Step 1	2/7/2022
Haley Moore	Child Care Assistant II	57a	Step 1	2/14/2022
Brianna Thomas	Child Care Assistant II	57a	Step 1	2/28/2022

- Tentative placement based upon final verification of experience

VIII. **Classified**

<u>New Hire</u>	<u>Position</u>	<u>Salary</u>	<u>Date</u>
		• <u>District Level Management</u>	
Alyssa Calderon	Associate Clinical Counselor	Step 1	2/22/2022

IX. **Classified**

<u>Returning</u>	<u>Position</u>	• <u>Classified Salary Schedule</u>		<u>Date</u>
Melissa Bates	Child Care Assistant	54b	Step 3	2/16/2022

- Tentative placement based upon final verification of experience

X. **Classified**

<u>Temporary Increase of Hours</u>	<u>Position</u>	<u>Date</u>
Anthony Ramirez	ITSC (from 15 to 40 hrs/week)	2/14/2022 – 5/27/2022

XI. **Certificated (Early Tell)**

<u>Resignation</u>	<u>Position</u>	<u>Date</u>
Lauri Aldama	Teacher	5/26/2022
Alysse Bride	Teacher	5/26/2022
Deborah Burk	Teacher	5/26/2022
Gina Davis	Teacher	5/27/2021
Lillian Dominguez	Teacher	5/26/2022
Jessica Fetherolf	Teacher (LOA)	5/26/2022
Jennifer Heise	Teacher	5/27/2022
Christina Herber	Teacher	5/26/2022
Sarah McCloud	Teacher	7/15/2022
Lindsay Montano	Teacher (20%)	5/26/2022
Rebekah McShane	Teacher	5/26/2022
Jamie Peterson	Assistant Principal	6/2/2022
Sydney Preston	Speech Language Pathologist	7/6/2022
Ashley Tunison	Teacher	5/26/2022
Jennifer Uhalley	Teacher	7/15/2022

XII. Certificated (Early Tell)

<u>Retirement</u>	<u>Position</u>	<u>Date</u>
Jeri Gannon-Jacobsen	Teacher	5/26/2022
Tina Gilfry	Teacher	5/26/2022
Cheryl Hilliard	Teacher	5/26/2022
MaryCarol Hunt	Teacher	5/26/2022
Diane Larkin	Teacher	5/26/2022
Leticia Lee	Teacher	5/26/2022
Tracy Merry	Teacher	5/26/2022
Ralph Ornelas	Teacher	7/7/2022
Stephen O'Neill	Teacher	5/26/2022
Helena Overholt	Teacher	5/26/2022
Carla Peltz	Speech Language Pathologist	5/26/2022
Mary Anne Reed	Teacher	5/26/2022
Miraslaw Rendon	Speech Language Pathologist	5/26/2022
Sherry Schuster	Teacher	5/26/2022
Beth Sonzena	Teacher	5/26/2022
Carla Stephens	Coordinator of Special Education	6/1/2022
Kimberly Stephens	Teacher	5/26/2022
Kim VandenBossche	Teacher	5/26/2022

XIII. Certificated

<u>Resignation</u>	<u>Position</u>	<u>Date</u>
Perla Del Cid	Band Teacher	2/4/2022
Megan Freeman	Teacher	3/25/2022
Michael Rodriguez	Assistant Principal	6/1/2022

XIV. Certificated

• **Certificated Salary Schedule**

<u>New Hire</u>	<u>Position</u>	<u>Step</u>	<u>Column</u>	<u>Date</u>
Dalton Stukey	RSP Teacher	1	1	2/15/2022

- Tentative placement based upon final verification of experience

XV. Classified Short-Term Substitute Employees:

(1) Campus Support, (2) Food Service Workers, (3) Delivery Drivers, (4) Custodian Grounds, (5) Clerical Substitute, (6) Child Care Substitute, (7) Office Asst. (8) Speech Language Pathologist Assistant, (9) Tutor, (10) Music Activities Assistant, (11) Computer Support Specialist Substitute, (12) Instructional Technician; (13) Instructional Aide Substitutes; (14) Music/Choral/Drama Assistant; (15) Speech Language Assistant; (16) Instructional Technology Support Clerk; (17) Substitute Secretary; (18) Substitute Health Services Technician (19) Director of Fiscal Services (20) School Residency & Attendance Assistant (21) Clerical Support Substitute
Effective – 2/25/2022 - 5/26/2022

Lindsay Brady 1	Tamera Caines 1	Bernardo Cardenas 4	Blanca Gonzalez-Warner 1
Marym gowargeyos 1	Veronica Gutierrez 1	Kimberly Lees 13	Rachel Smith 13
Malinda Theissen 18	Natalie Trejo 1	Ronette Wolfe 1	

XVI. Classified

<u>Short Term Termination</u>	<u>Position</u>	<u>Date</u>
#8721	Substitute Child Care Assistant	2/7/2022

XVII. Certificated Substitute Teachers Employees effective 2021-2022 school year:

Denise Ayala	Scott Bonner	Alma Becerra	Weston Ellis	Anna Forthun
Samantha Frailey	Rebekah Gonzales	Kelly Kennard	Marcus Kidd	Samantha Nikac
Dominic O'Neil	Laura Paul	Stephen Phillips	Rochelle Raquel	Maria Rivera
Claudia Silva	Sara Smart	Megan Trevarthen		

XVIII. Certificated

<u>Short Term Termination</u>	<u>Position</u>	<u>Date</u>
#9025	Substitute Teacher	2/9/2022

Shawn Judson, Ed.D.
 Superintendent
Charlayne Sprague
 Deputy Superintendent
Douglas M. Claflin
 Assistant Superintendent of Business Services
Laura Rowland
 Assistant Superintendent of Personnel Services



Board of Trustees
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 (909) 899-2451 FAX (909) 899-9521

MEMORANDUM

To: Shawn Judson, Ed.D., Superintendent
 From: Doug Claflin, Assistant Superintendent of Business
 Amanda Copper, Fiscal Technician
 Re: Donations
 Subject: Board Meeting: February 24, 2022

Donated by	Item(s)	Donated to	Approximate or Actual Value
MOD California, LLC	Cash	Caryn Elementary	\$163.24



DONATION FORM Cash

Please submit form to the Business Department to add the below items to the board meeting agenda for formal acceptance by the Board of Trustees.

Submitted by Karen Ferns Date 1/27/2022

School/Department Caryn Elementary Date Approved _____

Donated to Caryn Elementary

Donated by MOD California, LLC

Contact Name Mod Pizza 12270 Baseline Rd., Rancho Cucamonga, CA

Address PO Box 6939
Bellevue, WA 98008-2008

Phone number _____ Email _____

No goods or services have been provided for these items. Please list donated item(s) below.

DESCRIPTION OF HOW FUNDS WILL BE USED	CHECK#	AMOUNT	COMMENTS	OBJECT CODE TO DEPOSIT INTO
Instructional Supplies	273001985	\$163.24		01-0000-0- 1110-1000- 4310-006- DONA

DN022422A-C

Etiwanda School District Agreement for Professional Services

Please check type of service: Contractor

Originating School or Department: Instruction Department Date: 01/25/2022

WHEREAS, CONTRACTOR represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONTRACTOR for the special services and advice described herein.

NOW THEREFORE, The DISTRICT hereby engages CONTRACTOR, and CONTRACTOR agrees to perform the professional services as hereinafter set forth and it is mutually agreed by the parties hereto as follows:

1. *THIS AGREEMENT* is made and entered into this 01/25/2022 (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and Heinemann Professional Development, (hereafter "CONTRACTOR") located at

Address: 145 Maplewood Avenue, Suite 300 City: Portsmouth, NH Zip: 03801

Social Security Number or Taxpayer I.D. No. (for 1099): _____

2. *TERM*: The term of this agreement shall be for the period commencing on _____ (date) through _____ (date) inclusive; or, services shall be provided on the following

dates August 1-2, August 31-Sept. 1, Sept 14-15, Sept 20-21, 2022

3. *SCOPE*: The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description):
8 days of onsite professional learning with Joyce Gordon covering Guided Reading Responsive Teaching Across the Grades. 50 participants max per day \$25,600
2 days onsite professional learning . 30 participants max per day. 2 consultants @ \$3200 each per day
\$12,800
4. *COMPENSATION*: The DISTRICT agrees to pay CONTRACTOR the amount of \$ 38,400.00 for the performance of all services rendered pursuant to this Agreement. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The CONTRACTOR shall provide its own equipment, vehicle, materials, supplies, food, travel, lodging, incidentals and tools, etc. which may be required for the proper performance of this Agreement. The CONTRACTOR is responsible for any retirement fees and State and Federal taxes associated with this agreement. Each party shall cooperate with the other party.
5. *FINGERPRINT OBLIGATIONS OF CONSULTANT*:

If the box to the left is checked, CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT'S pupils and shall complete and include the attached Fingerprint Requirement Form and Exhibit A (List of Employees Who May Come in Contact with Pupils). If at any time during the term of this Agreement CONTRACTOR is either notified by the Department of Justice or otherwise becomes aware that any employee of CONTRACTOR performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, CONTRACTOR agrees to immediately notify the DISTRICT and remove said employee from performing services on this Agreement.

IN WITNESS WHEREOF, the DISTRICT and CONTRACTOR have executed this Agreement effective as of the date written first above and becoming valid upon approval of the Etiwanda School DISTRICT.

CONTRACTOR:

DocuSigned by:
Cherie Bartlett
Signature of CONTRACTOR

January 26, 2022 | 8:40 AM EST

Date

ETIWANDA SCHOOL DISTRICT:

[Signature]
Signature of Superintendent/Designee

2/7/22

Date

AGREEMENT TERMS & CONDITIONS

1. **STATUS OF CONTRACTOR:** It is agreed that the DISTRICT is interested only in the results obtained from service hereunder and that the CONTRACTOR shall perform as an independent CONTRACTOR with sole control of the manner and means of performing the services required under this Agreement. CONTRACTOR shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of the CONTRACTOR and which shall not be subject to control or supervision by the DISTRICT except as to the results of the work. CONTRACTOR is, for all purposes arising out of this Agreement, an independent CONTRACTOR, and neither CONTRACTOR nor its employees shall be deemed an employee, officer or agent of the DISTRICT for any purpose. It is expressly understood and agreed that CONTRACTOR and its employees shall in no event be entitled to any DISTRICT benefits to which DISTRICT employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.
 - (a) CONTRACTOR may, at CONTRACTOR's own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this Agreement. DISTRICT will not train, control, direct, or supervise CONTRACTOR's assistants or employees in the performance of those services.
 - (b) If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this Agreement will be performed at times other than CONTRACTOR's regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.
 - (c) CONTRACTOR agrees to procure and maintain in full force and effect worker's compensation insurance covering his or her employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of California Worker's Compensation Act is filed against the DISTRICT by a bona fide employee of CONTRACTOR participating under this Agreement, CONTRACTOR agrees to defend and hold harmless the DISTRICT from such claims.
 - (d) The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, travel, lodging, incidentals and material necessary to furnish the service herein described, the service to be performed at such times and places as directed by and subject to the approval of the authorized DISTRICT representative indicated in the specifications.
2. **WORKMEN AND SUB CONTRACTOR:**
 - (a) Contractor shall at all times enforce strict discipline and good order among his/her employees and subcontractors and shall not employ on this work any unfit person or anyone not skilled in work assigned to him/her.
 - (b) Any person in the employ of the Contractor whom the DISTRICT may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the DISTRICT.
 - (c) Sub-contractors, if any engaged by the Contractor for this service shall be subject to the approval of the DISTRICT. Contractor shall be held responsible for all operations of sub-contractors and shall require them to maintain adequate Worker's Compensation and public liability insurance.
 - (d) Contractor shall provide continuous competent supervision of personnel employed on the job, use of equipment and quality of workmanship.
3. **ANTI DISCRIMINATION:** It is the policy of the Etiwanda School District Board of Trustees, that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employees engaged in the work because of race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex or sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics, and therefore the Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment Practice Act, beginning with Labor-Code Section 1410 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliances by all sub-contractors employed on the work by him/her.
4. **OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY:** All products of work produced pursuant to this Agreement shall be the sole property of the DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT. DISTRICT and CONTRACTOR mutually agree that any written material or any copyrightable work of any nature created by CONTRACTOR pursuant to this Agreement shall be considered a "work made for hire" and DISTRICT the "copyright owner" thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that DISTRICT shall own all of the rights comprised in the copyright of said written material or copyrightable work. CONTRACTOR shall hold in trust for the DISTRICT, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the DISTRICT's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documentation. Contractor shall observe all Federal, State, and local laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Family Educational Rights and Privacy Act and any subsequent revisions thereto, concerning the security and privacy of student/patient records and information, as applicable. For software agreements, unless otherwise specified, the data is owned by the DISTRICT, not the program.

5. **HOLD HARMLESS CLAUSE:** The Contractor agrees to and does hereby indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
- Liability for damage for (1) death or bodily injury to persons, (2) injury to, loss theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, and:
 - Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or my independent contract, including all damages due to loss of or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct or anyone employed by the Contractor, whether directly or by independent contract.
 - The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit, or other proceedings as a result thereof.
 - Any liability which may arise from the furnishing of use of any copyrighted or uncopied composition, secret process, or patented or unpatented invention, under the Contract.
6. **INSURANCE:** The CONTRACTOR shall, at his or her expense, carry adequate insurance to fully protect both the CONTRACTOR and the DISTRICT from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the CONTRACTOR is traveling to or from a work-related location. CONTRACTOR shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CONTRACTOR's negligent or willful acts and/or omissions in rendering any services hereunder. CONTRACTOR shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning CONTRACTOR or any employee and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with CONTRACTOR's performance under this Agreement. The CONTRACTOR shall take out, prior to the commencement of any program, presentation or work, and maintain through the completion of any such program, presentation or work, General Liability insurance of a \$1,000,000.00 minimum per occurrence and \$2,000,000 in aggregate and to produce and provide to the DISTRICT a valid and current Certificate of Insurance naming the DISTRICT and the California Schools Risk Management as additional insured. Consultants, Independent Charter Schools, Professional Service Providers including but not limited to auditors, engineers, insurance brokers, specified medical practitioners, bus transportation, and contractors, etc., shall take out, prior to commencement of any program, presentation or work, and maintain through the completion of any such program, insurance as noted at etiwanda.org/insurance.
7. **PAYMENT:** Unless otherwise specified, the Contractor shall render invoices for materials delivered or services performed under the Contract. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The DISTRICT shall make payment for materials, supplies, or other services furnished under this Agreement within a reasonable and proper time after acceptance thereof by the authorized DISTRICT representative. Should the Contractor utilize subcontractors on the Project, the DISTRICT will retain five percent (5%) of the Project cost for a period not to exceed sixty (60) days after the Project has been completed. The DISTRICT may withhold a sufficient amount or amounts of any payment or payments otherwise due to the Contractor, as in its judgment may be necessary to cover:
- Payments which may be past due and payable for just claims against the Contractor or any subcontractors for labor or materials furnished in the performance under this Contract.
 - The cost of defective work which the Contractor has not remedied.
 - Penalties for violation of labor laws.
 - Damage to the DISTRICT or another subcontractor.
 - Site clean-up.
8. **ASSIGNMENTS OF CONTRACT:** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the DISTRICT and without such consent all services hereunder are to be performed solely by CONTRACTOR, its officers, agents and employees.
9. **AGREEMENT CHANGES:** No changes or alternations to this agreement shall be made without specific prior approval by the DISTRICT; and in no event shall the change or alteration exceed 10% of agreement.
10. **NOTIFICATION:** Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be

addressed to the parties at the addresses set forth in this Agreement for DISTRICT and CONTRACTOR. The foregoing addresses may be changed by written notice to the other party as provided herein.

11. USE OF MATERIALS: CONTRACTOR shall advise DISTRICT of any and all materials used, or recommended for use by CONTRACTOR in the performance of this Agreement, that are subject to any copyright restrictions or requirements. In the event CONTRACTOR shall fail to so advise DISTRICT and as a result of the use of any programs or materials developed or used by CONTRACTOR under this Agreement, DISTRICT should be found in violation of any copyright restrictions or requirement, CONTRACTOR agrees to indemnify, defend and hold harmless, the DISTRICT against any action or claim brought by the copyright holder.
12. SUBSTITUTIONS: No substitutions of materials specified shall be made without the prior approval of the DISTRICT.
13. HAZARDOUS WASTES AND UNKNOWN PHYSICAL CONDITIONS: The contractor is hereby notified of Public Contract Code Section 1704 which requires the contractor to notify the DISTRICT in writing of: (1) any material the contractor believes may be hazardous waste; (2) subsurface or latent physical conditions at the site differing from those indicated; (3) unknown physical conditions or any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the agreement.
14. GOVERNANCE: This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. AUDITS: Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of DISTRICT, CONTRACTOR, or any SUBCONTRACTOR connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.
16. SAFETY AND SECURITY: It shall be the responsibility of the Contractor to ascertain from the DISTRICT, the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.
17. DOCUMENT CONFLICT: In case of conflict between specifications and drawings and/or actual site conditions, such conflicts shall be resolved by a DISTRICT representative prior to the furtherance of the work.
18. LABOR CODE: Should this Project exceed One Thousand Dollars (\$1,000), Contractor shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, CH. 1 Articles 1.5, including the payment of the general prevailing wage rates. Copies of the prevailing rate of per diem wages are located at <https://www.dir.ca.gov/public-works/prevailing-wage.html>. Contractor shall maintain for audit by the DISTRICT, certified payroll records applicable to this Contract, starting wage rates, trades, payments made, and employee signatures. Copies of these records shall be furnished to the DISTRICT upon request. The Contractor must post these rates at the job site.
 - (a) Apprenticeable Occupations: The Contractor shall be responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations.
19. PROTECTION OF WORK & PROPERTY: The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safe guards, signs, barriers, lights and watchmen for protection of the work and the public and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or adjoining property, Contractor, without special instruction or authorization from DISTRICT, is hereby permitted to act, at his/her discretion, to prevent such threatened loss or injury.
20. ACCESS TO WORK: DISTRICT representatives shall at all times have access to work, wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.
21. OCCUPANCY: DISTRICT reserves the right to occupy buildings at any time before agreement completion, and such occupancy shall not extend the date specified or completion of the work.
22. FORCE MAJEURE CLAUSE: The parties to the Agreement shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the DISTRICT, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
23. PERMITS AND LICENSES: The Contractor and all of his/her employees or agents shall secure and maintain such licenses and permits as are required by law, in connection with the furnishing of materials, supplies or services herein listed.
24. CLEAN UP: Debris shall be removed from the premises. Job site shall be free of debris at all times when work is not actually being performed.
25. REBATES: Any financial rebates, refunds, inducements, or incentives issued by vendor in connection with agreement shall accrue directly to school district and not to any employee. If school district determines that vendor promised or provided any such incentive to school district employee, school district, in its sole discretion, may terminate any existing or future orders from vendor and/or take other appropriate action.
26. LIQUIDATED DAMAGES: Time is of the essence in this contract. Unless specified elsewhere in the agreement documents, if the work is not completed in the time allotted in the agreement documents it is agreed that Contractor shall pay to the DISTRICT as fixed and liquidated damages the amount of \$50.00 for each calendar day of delay until work is completed and accepted.

27. TERMINATION: DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and place set forth herein or in the event of an unexcused delay by the CONTRACTOR. DISTRICT may terminate this Agreement at any time and for any reason by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. In the event of termination, CONTRACTOR shall be paid the reasonable value of the services rendered up to the date of such termination, as determined by DISTRICT; all finished or unfinished documents prepared by CONTRACTOR shall become the property of the DISTRICT; and CONTRACTOR hereby waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein.
28. DISPUTES: In the event of a dispute between the parties as to the performance of the work included in the project, the interpretations of the bid or agreement document, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, the Contractor agrees it will neither rescind the agreement nor stop the progress of the work, but the Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in San Bernardino County, having competent jurisdiction of the dispute, after the project has been completed, and not before.
29. DEBARMENT AND SUSPENSION: In accordance with Executive Orders 12549 & 12689 (Debarment and Suspension), Seller certified by entering into this transaction, that neither it nor its principals are presently debarred, suspended, proposed for debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
30. ATTORNEY'S FEES: If suit is brought by either party to this Agreement to enforce any of its terms, the losing party shall pay the prevailing party all litigation expenses incurred, including attorney's fees, court costs, expert witness fees, and investigation expenses.
31. DEFAULT BY CONTRACTOR: Failure to comply with any of the terms and or conditions of this agreement shall constitute default by the contractor.

Proposal



361 Hanover Street • Portsmouth, NH 03801

Date: January 11, 2022

To:
 Donna Napolitano
 Etiwanda School District
 Instruction Department
 6061 East Ave.
 Etiwanda, CA 91739

From:
 Samantha Brown
 Fountas & Pinnell On-site Specialist
 800-541-2086 ext. 1354

Heinemann Professional Development is very pleased that you are interested in scheduling a day of professional development with us. If you have any questions about the quote below, please contact me at the phone number listed above. Thank you.

Heinemann Professional Learning			
Proposed Service	Description	Proposed Dates	Pricing
Fountas & Pinnell professional learning	8 days of onsite professional learning with Joyce Gordon covering <i>Guided Reading: Responsive Teaching Across the Grades</i> <ul style="list-style-type: none"> • 50 participants maximum per day • All participants must have a copy of the related resource • \$3,200.00 per day • Presented onsite 	August 1-2, 2022	\$6,400.00
		August 31-Sept 1, 2022	\$6,400.00
		September 14-15, 2022	\$6,400.00
		September 20-21, 2022	\$6,400.00
Fountas & Pinnell professional learning	2 days of onsite professional learning covering <i>Guided Reading: Fountas & Pinnell Classroom</i> <ul style="list-style-type: none"> • 30 participants maximum per day • Participants must have FPC: GR materials • 2 consultants; \$3,200.00 per consultant, per day • Presented onsite <p><i>Handouts may be required for participation. PDF's will be emailed to you in enough time for you to make appropriate number of copies for your attendees.</i></p>	August 1-2, 2022	\$12,800.00
This is a quote only, not a contract.	Quote reflects discounted pricing	Total Estimated Cost	\$38,400.00

HEINEMANN SERVICES AGREEMENT

This Agreement dated as of **January 19, 2022** (the "Effective Date"), is by and between Heinemann, a division of Greenwood Publishing Group, LLC, located at 145 Maplewood Avenue, Suite 300, Portsmouth, NH 03801 ("Heinemann") and Etiwanda School District (the "Customer") (individually referred to as the "Party" or collectively as the "Parties").

WHEREAS Customer desires to purchase the Services from Heinemann and Heinemann desires to perform such Services on the terms and conditions set forth in this Agreement, including Exhibit A, and subject to the Heinemann Standard Terms of Purchase located at <https://www.heinemann.com/terms-of-purchase>.

NOW THEREFORE, The Parties hereby agree as follows:

1. Services. Subject to Customer's payment of the Fees as outlined in Exhibit A, Heinemann shall provide to Customer professional development services (the "Services"), on the Services Dates, as described below.

2. Fee. Customer agrees to pay the Fee for the Services, which will be invoiced by Heinemann as set forth on Exhibit A. All invoices shall be paid by Customer within thirty (30) days of receipt. If such payments are not made within thirty (30) days, Heinemann may terminate this Agreement, unless such breach is promptly cured. Upon execution of this agreement, client is required to submit a purchase order for the full amount listed on Exhibit A to ensure securement of dates.

3. Term. The term of this Agreement shall begin on the Effective Date and extend for a period of one (1) year or until such time as the Services have been delivered in full, whichever shall first occur.

4. Scheduling. The scheduling of Services to be delivered on specified dates ("Services Dates") shall be outlined in the attached Exhibit A. Services to be delivered on dates to be determined ("TBD Dates") must be delivered within twelve (12) months of Heinemann's receipt of the purchase order or other agreement. Fees paid for any TBD Dates not consumed within twelve (12) months will be forfeited by the Customer. When scheduling TBD Dates, the Customer shall contact Heinemann at least six (6) weeks prior to the first day on which the Customer would like the Services to begin. Heinemann cannot guarantee availability of dates for specific consultants. The rescheduling and/or cancellation of Services may incur penalties as set forth in the Heinemann Standard Terms of Purchase located at <https://www.heinemann.com/terms-of-purchase/services>.

5. Intellectual Property; Prohibition on Reproduction. The intellectual property contained in the Heinemann Services is considered "Confidential and/or Proprietary Information" to Heinemann and are protected by copyright and other intellectual property rights. No part of the Services or any related materials may be videotaped, audio taped, photographed or in any way copied, excerpted, reproduced, or distributed without the prior written consent of Heinemann.

6. General. All other terms of this Agreement are governed by the Heinemann Standard Terms of Purchase located at <https://www.heinemann.com/terms-of-purchase>.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement:

HEINEMANN

**Etiwanda School District
Authorized Signer**

DocuSigned by:
By: Cherie Bartlett
EC6C8DB3BC574D7...

DocuSigned by:
By: Jeannie Tavalazzi
6698EC8376F643E...

Printed Name: Cherie Bartlett

Printed Name: Jeannie Tavalazzi

Title: Manager, Professional Development, On-Site

Title: Director of Instruction

**ETWDCA220801
ETWDCA220801JG
ETWDCA220831
ETWDCA220914
ETWDCA220920**



DEDICATED TO TEACHERS

145 Maplewood Avenue, Suite 300
Portsmouth, NH 03801
Phone: 800-541-2086 Ext. 1402
Fax: 907-375-2987
www.heinemann.com/pd

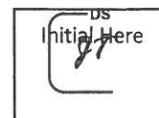
EXHIBIT A

PD Offering:	Guided Reading: Fountas & Pinnell Classroom – Two Consultants Guided Reading
Date(s):	8/1/2022 - 8/2/2022 - FPC 8/1/2022 - 8/2/2022 - GR 8/31/2022 – 9/1/2022 - GR 9/14/2022 – 9/15/2022 - GR 9/20/2022 – 9/21/2022 – GR
Physical Location or Virtual:	Etiwanda, CA
Number of Participants:	30 (per session)
Total Fee:	\$38,400
Organization:	Etiwanda School District

The Fee for the Services is inclusive of the consultant’s fee and travel expenses related to the Services.

The contract and Purchase Order (for the full amount of this agreement) is due by: 3/4/2022. The above date(s) are not secured until Heinemann has received the required purchase order.

**ETWDCA220801
ETWDCA220801JG
ETWDCA220831
ETWDCA220914
ETWDCA220920**



EC022422R-01

Print Form

Etiwanda School District Agreement for Professional Services

Please check type of service: **Presenter**

Originating School or Department: **Etiwanda Colony Elementary** Date: 02/02/2222

WHEREAS, CONTRACTOR represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONTRACTOR for the special services and advice described herein.

NOW THEREFORE, The DISTRICT hereby engages CONTRACTOR, and CONTRACTOR agrees to perform the professional services as hereinafter set forth and it is mutually agreed by the parties hereto as follows:

1. **THIS AGREEMENT** is made and entered into this 02/02/2022 (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and

The Mediatrician , LLC, (hereafter "CONTRACTOR") located at
 Address: 15218 Summit Ave #300-436 City: Fontana Zip: 92336

Social Security Number or Taxpayer I.D. No. (for 1099): _____

2. **TERM:** The term of this agreement shall be for the period commencing on 02/17/2022 (date) through 02/17/2022 (date) inclusive; or, services shall be provided on the following dates 2/17/2022

3. **SCOPE:** The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description):
Zoom Book Reading of Cam and Lex Adventures BHM Lesson

4. **COMPENSATION:** The DISTRICT agrees to pay CONTRACTOR the amount of \$ 1,500.00 for the performance of all services rendered pursuant to this Agreement. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The CONTRACTOR shall provide its own equipment, vehicle, materials, supplies, food, travel, lodging, incidentals and tools, etc. which may be required for the proper performance of this Agreement. The CONTRACTOR is responsible for any retirement fees and State and Federal taxes associated with this agreement. Each party shall cooperate with the other party.

5. **FINGERPRINT OBLIGATIONS OF CONSULTANT:**
 If the box to the left is checked, CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT'S pupils and shall complete and include the attached Fingerprint Requirement Form and Exhibit A (List of Employees Who May Come in Contact with Pupils). If at any time during the term of this Agreement CONTRACTOR is either notified by the Department of Justice or otherwise becomes aware that any employee of CONTRACTOR performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively. CONTRACTOR agrees to immediately notify the DISTRICT and remove said employee from performing services on this Agreement.

IN WITNESS WHEREOF, the DISTRICT and CONTRACTOR have executed this Agreement effective as of the date written first above and becoming valid upon approval of the Etiwanda School DISTRICT.

CONTRACTOR: _____ Signature of CONTRACTOR Date: 2-7-22

ETIWANDA SCHOOL DISTRICT: _____ Signature of Superintendent/Designee Date: 2-8-22

AGREEMENT TERMS & CONDITIONS

1. **STATUS OF CONTRACTOR:** It is agreed that the DISTRICT is interested only in the results obtained from service hereunder and that the CONTRACTOR shall perform as an independent CONTRACTOR with sole control of the manner and means of performing the services required under this Agreement. CONTRACTOR shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of the CONTRACTOR and which shall not be subject to control or supervision by the DISTRICT except as to the results of the work. CONTRACTOR is, for all purposes arising out of this Agreement, an independent CONTRACTOR, and neither CONTRACTOR nor its employees shall be deemed an employee, officer or agent of the DISTRICT for any purpose. It is expressly understood and agreed that CONTRACTOR and its employees shall in no event be entitled to any DISTRICT benefits to which DISTRICT employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.
 - (a) CONTRACTOR may, at CONTRACTOR's own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this Agreement. DISTRICT will not train, control, direct, or supervise CONTRACTOR's assistants or employees in the performance of those services.
 - (b) If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this Agreement will be performed at times other than CONTRACTOR's regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.
 - (c) CONTRACTOR agrees to procure and maintain in full force and effect worker's compensation insurance covering his or her employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of California Worker's Compensation Act is filed against the DISTRICT by a bona fide employee of CONTRACTOR participating under this Agreement, CONTRACTOR agrees to defend and hold harmless the DISTRICT from such claims.
 - (d) The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, travel, lodging, incidentals and material necessary to furnish the service herein described, the service to be performed at such times and places as directed by and subject to the approval of the authorized DISTRICT representative indicated in the specifications.
2. **WORKMEN AND SUB CONTRACTOR:**
 - (a) Contractor shall at all times enforce strict discipline and good order among his/her employees and subcontractors and shall not employ on this work any unfit person or anyone not skilled in work assigned to him/her.
 - (b) Any person in the employ of the Contractor whom the DISTRICT may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the DISTRICT.
 - (c) Sub-contractors, if any engaged by the Contractor for this service shall be subject to the approval of the DISTRICT. Contractor shall be held responsible for all operations of sub-contractors and shall require them to maintain adequate Worker's Compensation and public liability insurance.
 - (d) Contractor shall provide continuous competent supervision of personnel employed on the job, use of equipment and quality of workmanship.
3. **ANTI DISCRIMINATION:** It is the policy of the Etiwanda School District Board of Trustees, that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employees engaged in the work because of race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex or sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics, and therefore the Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment Practice Act, beginning with Labor-Code Section 1410 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliances by all sub-contractors employed on the work by him/her.
4. **OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY:** All products of work produced pursuant to this Agreement shall be the sole property of the DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT. DISTRICT and CONTRACTOR mutually agree that any written material or any copyrightable work of any nature created by CONTRACTOR pursuant to this Agreement shall be considered a "work made for hire" and DISTRICT the "copyright owner" thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that DISTRICT shall own all of the rights comprised in the copyright of said written material or copyrightable work. CONTRACTOR shall hold in trust for the DISTRICT, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the DISTRICT's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documentation. Contractor shall observe all Federal, State, and local laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Family Educational Rights and Privacy Act and any subsequent revisions thereto, concerning the security and privacy of student/patient records and information, as applicable. For software agreements, unless otherwise specified, the data is owned by the DISTRICT, not the program.

5. **HOLD HARMLESS CLAUSE:** The Contractor agrees to and does hereby indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
- Liability for damage for (1) death or bodily injury to persons, (2) injury to, loss theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, and;
 - Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or my independent contract, including all damages due to loss of or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct or anyone employed by the Contractor, whether directly or by independent contract.
 - The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit, or other proceedings as a result thereof.
 - Any liability which may arise from the furnishing of use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, under the Contract.
6. **INSURANCE:** The CONTRACTOR shall, at his or her expense, carry adequate insurance to fully protect both the CONTRACTOR and the DISTRICT from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the CONTRACTOR is traveling to or from a work-related location. CONTRACTOR shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CONTRACTOR's negligent or willful acts and/or omissions in rendering any services hereunder. CONTRACTOR shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning CONTRACTOR or any employee and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with CONTRACTOR's performance under this Agreement. The CONTRACTOR shall take out, prior to the commencement of any program, presentation or work, and maintain through the completion of any such program, presentation or work, General Liability insurance of a \$1,000,000.00 minimum per occurrence and \$2,000,000 in aggregate and to produce and provide to the DISTRICT a valid and current Certificate of Insurance naming the DISTRICT and the California Schools Risk Management as additional insured. Consultants, Independent Charter Schools, Professional Service Providers including but not limited to auditors, engineers, insurance brokers, specified medical practitioners, bus transportation, and contractors, etc., shall take out, prior to commencement of any program, presentation or work, and maintain through the completion of any such program, insurance as noted at etiwanda.org/insurance.
7. **PAYMENT:** Unless otherwise specified, the Contractor shall render invoices for materials delivered or services performed under the Contract. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The DISTRICT shall make payment for materials, supplies, or other services furnished under this Agreement within a reasonable and proper time after acceptance thereof by the authorized DISTRICT representative. Should the Contractor utilize subcontractors on the Project, the DISTRICT will retain five percent (5%) of the Project cost for a period not to exceed sixty (60) days after the Project has been completed. The DISTRICT may withhold a sufficient amount or amounts of any payment or payments otherwise due to the Contractor, as in its judgment may be necessary to cover:
- Payments which may be past due and payable for just claims against the Contractor or any subcontractors for labor or materials furnished in the performance under this Contract.
 - The cost of defective work which the Contractor has not remedied.
 - Penalties for violation of labor laws.
 - Damage to the DISTRICT or another subcontractor.
 - Site clean-up.
8. **ASSIGNMENTS OF CONTRACT:** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the DISTRICT and without such consent all services hereunder are to be performed solely by CONTRACTOR, its officers, agents and employees.
9. **AGREEMENT CHANGES:** No changes or alternations to this agreement shall be made without specific prior approval by the DISTRICT; and in no event shall the change or alteration exceed 10% of agreement.
10. **NOTIFICATION:** Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be

addressed to the parties at the addresses set forth in this Agreement for DISTRICT and CONTRACTOR. The foregoing addresses may be changed by written notice to the other party as provided herein.

11. **USE OF MATERIALS:** CONTRACTOR shall advise DISTRICT of any and all materials used, or recommended for use by CONTRACTOR in the performance of this Agreement, that are subject to any copyright restrictions or requirements. In the event CONTRACTOR shall fail to so advise DISTRICT and as a result of the use of any programs or materials developed or used by CONTRACTOR under this Agreement, DISTRICT should be found in violation of any copyright restrictions or requirement, CONTRACTOR agrees to indemnify, defend and hold harmless, the DISTRICT against any action or claim brought by the copyright holder.
12. **SUBSTITUTIONS:** No substitutions of materials specified shall be made without the prior approval of the DISTRICT.
13. **HAZARDOUS WASTES AND UNKNOWN PHYSICAL CONDITIONS:** The contractor is hereby notified of Public Contract Code Section 1704 which requires the contractor to notify the DISTRICT in writing of: (1) any material the contractor believes may be hazardous waste; (2) subsurface or latent physical conditions at the site differing from those indicated; (3) unknown physical conditions or any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the agreement.
14. **GOVERNANCE:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. **AUDITS:** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of DISTRICT, CONTRACTOR, or any SUBCONTRACTOR connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.
16. **SAFETY AND SECURITY:** It shall be the responsibility of the Contractor to ascertain from the DISTRICT, the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.
17. **DOCUMENT CONFLICT:** In case of conflict between specifications and drawings and/or actual site conditions, such conflicts shall be resolved by a DISTRICT representative prior to the furtherance of the work.
18. **LABOR CODE:** Should this Project exceed One Thousand Dollars (\$1,000), Contractor shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, CH. 1 Articles 1.5, including the payment of the general prevailing wage rates. Copies of the prevailing rate of per diem wages are located at <https://www.dir.ca.gov/public-works/prevailing-wage.html>. Contractor shall maintain for audit by the DISTRICT, certified payroll records applicable to this Contract, starting wage rates, trades, payments made, and employee signatures. Copies of these records shall be furnished to the DISTRICT upon request. The Contractor must post these rates at the job site.
 - (a) **Apprenticeable Occupations:** The Contractor shall be responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations.
19. **PROTECTION OF WORK & PROPERTY:** The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safe guards, signs, barriers, lights and watchmen for protection of the work and the public and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or adjoining property, Contractor, without special instruction or authorization from DISTRICT, is hereby permitted to act, at his/her discretion, to prevent such threatened loss or injury.
20. **ACCESS TO WORK:** DISTRICT representatives shall at all times have access to work, wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.
21. **OCCUPANCY:** DISTRICT reserves the right to occupy buildings at any time before agreement completion, and such occupancy shall not extend the date specified or completion of the work.
22. **FORCE MAJEURE CLAUSE:** The parties to the Agreement shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the DISTRICT, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
23. **PERMITS AND LICENSES:** The Contractor and all of his/her employees or agents shall secure and maintain such licenses and permits as are required by law, in connection with the furnishing of materials, supplies or services herein listed.
24. **CLEAN UP:** Debris shall be removed from the premises. Job site shall be free of debris at all times when work is not actually being performed.
25. **REBATES:** Any financial rebates, refunds, inducements, or incentives issued by vendor in connection with agreement shall accrue directly to school district and not to any employee. If school district determines that vendor promised or provided any such incentive to school district employee, school district, in its sole discretion, may terminate any existing or future orders from vendor and/or take other appropriate action.
26. **LIQUIDATED DAMAGES:** Time is of the essence in this contract. Unless specified elsewhere in the agreement documents, if the work is not completed in the time allotted in the agreement documents it is agreed that Contractor shall pay to the DISTRICT as fixed and liquidated damages the amount of \$50.00 for each calendar day of delay until work is completed and accepted.

27. **TERMINATION:** DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and place set forth herein or in the event of an unexcused delay by the CONTRACTOR. DISTRICT may terminate this Agreement at any time and for any reason by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. In the event of termination, CONTRACTOR shall be paid the reasonable value of the services rendered up to the date of such termination, as determined by DISTRICT; all finished or unfinished documents prepared by CONTRACTOR shall become the property of the DISTRICT; and CONTRACTOR hereby waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein.
28. **DISPUTES:** In the event of a dispute between the parties as to the performance of the work included in the project, the interpretations of the bid or agreement document, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, the Contractor agrees it will neither rescind the agreement nor stop the progress of the work, but the Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in San Bernardino County, having competent jurisdiction of the dispute, after the project has been completed, and not before.
29. **DEBARMENT AND SUSPENSION:** In accordance with Executive Orders 12549 & 12689 (Debarment and Suspension), Seller certified by entering into this transaction, that neither it nor its principals are presently debarred, suspended, proposed for debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
30. **ATTORNEY'S FEES:** If suit is brought by either party to this Agreement to enforce any of its terms, the losing party shall pay the prevailing party all litigation expenses incurred, including attorney's fees, court costs, expert witness fees, and investigation expenses.
31. **DEFAULT BY CONTRACTOR:** Failure to comply with any of the terms and or conditions of this agreement shall constitute default by the contractor.

Print Form

Etiwanda School District Agreement for Professional Services

Please check type of service: Contractor

Originating School or Department: Etiwanda Intermediate Date: 03/18/2022

WHEREAS, CONTRACTOR represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONTRACTOR for the special services and advice described herein.

NOW THEREFORE, The DISTRICT hereby engages CONTRACTOR, and CONTRACTOR agrees to perform the professional services as hereinafter set forth and it is mutually agreed by the parties hereto as follows:

- THIS AGREEMENT** is made and entered into this 03/18/2022 (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and Paws to Share, (hereafter "CONTRACTOR") located at Address: 925 Catalina Ave City: Seal Beach Zip: 90740 Social Security Number or Taxpayer I.D. No. (for 1099): _____
- TERM:** The term of this agreement shall be for the period commencing on 03/18/2022 (date) through 3/18/22 (date) inclusive; or, services shall be provided on the following dates 3/18/22
- SCOPE:** The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description): Therapy dogs on campus for students on 3/18/22

- COMPENSATION:** The DISTRICT agrees to pay CONTRACTOR the amount of \$ 720.00 for the performance of all services rendered pursuant to this Agreement. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The CONTRACTOR shall provide its own equipment, vehicle, materials, supplies, food, travel, lodging, incidentals and tools, etc. which may be required for the proper performance of this Agreement. The CONTRACTOR is responsible for any retirement fees and State and Federal taxes associated with this agreement. Each party shall cooperate with the other party.

5. **FINGERPRINT OBLIGATIONS OF CONSULTANT:**
 If the box to the left is checked, CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT'S pupils and shall complete and include the attached Fingerprint Requirement Form and Exhibit A (List of Employees Who May Come in Contact with Pupils). If at any time during the term of this Agreement CONTRACTOR is either notified by the Department of Justice or otherwise becomes aware that any employee of CONTRACTOR performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, CONTRACTOR agrees to immediately notify the DISTRICT and remove said employee from performing services on this Agreement.

IN WITNESS WHEREOF, the DISTRICT and CONTRACTOR have executed this Agreement effective as of the date written first above and becoming valid upon approval of the Etiwanda School DISTRICT.

CONTRACTOR:

[Signature]
Signature of CONTRACTOR

January 28, 2022
Date

ETIWANDA SCHOOL DISTRICT:

[Signature]
Signature of Superintendent/Designee

2/7/22
Date

AGREEMENT TERMS & CONDITIONS

1. **STATUS OF CONTRACTOR:** It is agreed that the DISTRICT is interested only in the results obtained from service hereunder and that the CONTRACTOR shall perform as an independent CONTRACTOR with sole control of the manner and means of performing the services required under this Agreement. CONTRACTOR shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of the CONTRACTOR and which shall not be subject to control or supervision by the DISTRICT except as to the results of the work. CONTRACTOR is, for all purposes arising out of this Agreement, an independent CONTRACTOR, and neither CONTRACTOR nor its employees shall be deemed an employee, officer or agent of the DISTRICT for any purpose. It is expressly understood and agreed that CONTRACTOR and its employees shall in no event be entitled to any DISTRICT benefits to which DISTRICT employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.
 - (a) CONTRACTOR may, at CONTRACTOR's own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this Agreement. DISTRICT will not train, control, direct, or supervise CONTRACTOR's assistants or employees in the performance of those services.
 - (b) If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this Agreement will be performed at times other than CONTRACTOR's regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.
 - (c) CONTRACTOR agrees to procure and maintain in full force and effect worker's compensation insurance covering his or her employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of California Worker's Compensation Act is filed against the DISTRICT by a bona fide employee of CONTRACTOR participating under this Agreement, CONTRACTOR agrees to defend and hold harmless the DISTRICT from such claims.
 - (d) The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, travel, lodging, incidentals and material necessary to furnish the service herein described, the service to be performed at such times and places as directed by and subject to the approval of the authorized DISTRICT representative indicated in the specifications.
2. **WORKMEN AND SUB CONTRACTOR:**
 - (a) Contractor shall at all times enforce strict discipline and good order among his/her employees and subcontractors and shall not employ on this work any unfit person or anyone not skilled in work assigned to him/her.
 - (b) Any person in the employ of the Contractor whom the DISTRICT may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the DISTRICT.
 - (c) Sub-contractors, if any engaged by the Contractor for this service shall be subject to the approval of the DISTRICT. Contractor shall be held responsible for all operations of sub-contractors and shall require them to maintain adequate Worker's Compensation and public liability insurance.
 - (d) Contractor shall provide continuous competent supervision of personnel employed on the job, use of equipment and quality of workmanship.
3. **ANTI DISCRIMINATION:** It is the policy of the Etiwanda School District Board of Trustees, that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employees engaged in the work because of race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex or sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics, and therefore the Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment Practice Act, beginning with Labor-Code Section 1410 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliances by all sub-contractors employed on the work by him/her.
4. **OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY:** All products of work produced pursuant to this Agreement shall be the sole property of the DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT. DISTRICT and CONTRACTOR mutually agree that any written material or any copyrightable work of any nature created by CONTRACTOR pursuant to this Agreement shall be considered a "work made for hire" and DISTRICT the "copyright owner" thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that DISTRICT shall own all of the rights comprised in the copyright of said written material or copyrightable work. CONTRACTOR shall hold in trust for the DISTRICT, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the DISTRICT's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documentation. Contractor shall observe all Federal, State, and local laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Family Educational Rights and Privacy Act and any subsequent revisions thereto, concerning the security and privacy of student/patient records and information, as applicable. For software agreements, unless otherwise specified, the data is owned by the DISTRICT, not the program.

5. **HOLD HARMLESS CLAUSE:** The Contractor agrees to and does hereby indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
- Liability for damage for (1) death or bodily injury to persons, (2) injury to, loss theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, and;
 - Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or my independent contract, including all damages due to loss of or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct or anyone employed by the Contractor, whether directly or by independent contract.
 - The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit, or other proceedings as a result thereof.
 - Any liability which may arise from the furnishing of use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, under the Contract.
6. **INSURANCE:** The CONTRACTOR shall, at his or her expense, carry adequate insurance to fully protect both the CONTRACTOR and the DISTRICT from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the CONTRACTOR is traveling to or from a work-related location. CONTRACTOR shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CONTRACTOR's negligent or willful acts and/or omissions in rendering any services hereunder. CONTRACTOR shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning CONTRACTOR or any employee and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with CONTRACTOR's performance under this Agreement. The CONTRACTOR shall take out, prior to the commencement of any program, presentation or work, and maintain through the completion of any such program, presentation or work, General Liability insurance of a \$1,000,000.00 minimum per occurrence and \$2,000,000 in aggregate and to produce and provide to the DISTRICT a valid and current Certificate of Insurance naming the DISTRICT and the California Schools Risk Management as additional insured. Consultants, Independent Charter Schools, Professional Service Providers including but not limited to auditors, engineers, insurance brokers, specified medical practitioners, bus transportation, and contractors, etc., shall take out, prior to commencement of any program, presentation or work, and maintain through the completion of any such program, insurance as noted at etiwanda.org/insurance.
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- addressed to the parties at the addresses set forth in this Agreement for DISTRICT and CONTRACTOR. The foregoing addresses may be changed by written notice to the other party as provided herein.
11. **USE OF MATERIALS:** CONTRACTOR shall advise DISTRICT of any and all materials used, or recommended for use by CONTRACTOR in the performance of this Agreement, that are subject to any copyright restrictions or requirements. In the event CONTRACTOR shall fail to so advise DISTRICT and as a result of the use of any programs or materials developed or used by CONTRACTOR under this Agreement, DISTRICT should be found in violation of any copyright restrictions or requirement, CONTRACTOR agrees to indemnify, defend and hold harmless, the DISTRICT against any action or claim brought by the copyright holder.
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 13. **HAZARDOUS WASTES AND UNKNOWN PHYSICAL CONDITIONS:** The contractor is hereby notified of Public Contract Code Section 1704 which requires the contractor to notify the DISTRICT in writing of: (1) any material the contractor believes may be hazardous waste; (2) subsurface or latent physical conditions at the site differing from those indicated; (3) unknown physical conditions or any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the agreement.
 14. **GOVERNANCE:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
 15. **AUDITS:** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of DISTRICT, CONTRACTOR, or any SUBCONTRACTOR connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.
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 23. **PERMITS AND LICENSES:** The Contractor and all of his/her employees or agents shall secure and maintain such licenses and permits as are required by law, in connection with the furnishing of materials, supplies or services herein listed.
 24. **CLEAN UP:** Debris shall be removed from the premises. Job site shall be free of debris at all times when work is not actually being performed.
 25. **REBATES:** Any financial rebates, refunds, inducements, or incentives issued by vendor in connection with agreement shall accrue directly to school district and not to any employee. If school district determines that vendor promised or provided any such incentive to school district employee, school district, in its sole discretion, may terminate any existing or future orders from vendor and/or take other appropriate action.
 26. **LIQUIDATED DAMAGES:** Time is of the essence in this contract. Unless specified elsewhere in the agreement documents, if the work is not completed in the time allotted in the agreement documents it is agreed that Contractor shall pay to the DISTRICT as fixed and liquidated damages the amount of \$50.00 for each calendar day of delay until work is completed and accepted.

27. TERMINATION: DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and place set forth herein or in the event of an unexcused delay by the CONTRACTOR. DISTRICT may terminate this Agreement at any time and for any reason by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. In the event of termination, CONTRACTOR shall be paid the reasonable value of the services rendered up to the date of such termination, as determined by DISTRICT; all finished or unfinished documents prepared by CONTRACTOR shall become the property of the DISTRICT; and CONTRACTOR hereby waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein.
28. DISPUTES: In the event of a dispute between the parties as to the performance of the work included in the project, the interpretations of the bid or agreement document, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, the Contractor agrees it will neither rescind the agreement nor stop the progress of the work, but the Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in San Bernardino County, having competent jurisdiction of the dispute, after the project has been completed, and not before.
29. DEBARMENT AND SUSPENSION: In accordance with Executive Orders 12549 & 12689 (Debarment and Suspension), Seller certified by entering into this transaction, that neither it nor its principals are presently debarred, suspended, proposed for debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
30. ATTORNEY'S FEES: If suit is brought by either party to this Agreement to enforce any of its terms, the losing party shall pay the prevailing party all litigation expenses incurred, including attorney's fees, court costs, expert witness fees, and investigation expenses.
31. DEFAULT BY CONTRACTOR: Failure to comply with any of the terms and or conditions of this agreement shall constitute default by the contractor.

Etiwanda School District Agreement for Professional Services

Please check type of service: Consultant

Originating School or Department: Instruction Department

Date: 02/02/2022

WHEREAS, CONTRACTOR represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONTRACTOR for the special services and advice described herein.

NOW THEREFORE, The DISTRICT hereby engages CONTRACTOR, and CONTRACTOR agrees to perform the professional services as hereinafter set forth and it is mutually agreed by the parties hereto as follows:

1. *THIS AGREEMENT* is made and entered into this 02/02/2022 (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and

Kagan Professional Development, (hereafter "CONTRACTOR") located at

Address: 981 Calle Amanecer City: San Clemente CA Zip: 92673-2008

Social Security Number or Taxpayer I.D. No. (for 1099): _____

2. *TERM*: The term of this agreement shall be for the period commencing on _____ (date) through

_____ (date) inclusive; or, services shall be provided on the following

dates Event: 34146 June 1-3, 2022.

3. *SCOPE*: The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description):

Please see attached - Day 3, 4, & 5 with Rachel Treaster

4. *COMPENSATION*: The DISTRICT agrees to pay CONTRACTOR the amount of \$12,147.00 for the performance of all services rendered pursuant to this Agreement. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The CONTRACTOR shall provide its own equipment, vehicle, materials, supplies, food, travel, lodging, incidentals and tools, etc. which may be required for the proper performance of this Agreement. The CONTRACTOR is responsible for any retirement fees and State and Federal taxes associated with this agreement. Each party shall cooperate with the other party.

5. *FINGERPRINT OBLIGATIONS OF CONSULTANT*:

If the box to the left is checked, CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT'S pupils and shall complete and include the attached Fingerprint Requirement Form and Exhibit A (List of Employees Who May Come in Contact with Pupils). If at any time during the term of this Agreement CONTRACTOR is either notified by the Department of Justice or otherwise becomes aware that any employee of CONTRACTOR performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, CONTRACTOR agrees to immediately notify the DISTRICT and remove said employee from performing services on this Agreement.

IN WITNESS WHEREOF, the DISTRICT and CONTRACTOR have executed this Agreement effective as of the date written first above and becoming valid upon approval of the Etiwanda School DISTRICT.

CONTRACTOR: _____
Signature of CONTRACTOR

02/07/2022
Date

ETIWANDA SCHOOL DISTRICT: _____
Signature of Superintendent/Designee

2/7/22
Date

AGREEMENT TERMS & CONDITIONS

1. STATUS OF CONTRACTOR: It is agreed that the DISTRICT is interested only in the results obtained from service hereunder and that the CONTRACTOR shall perform as an independent CONTRACTOR with sole control of the manner and means of performing the services required under this Agreement. CONTRACTOR shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of the CONTRACTOR and which shall not be subject to control or supervision by the DISTRICT except as to the results of the work. CONTRACTOR is, for all purposes arising out of this Agreement, an independent CONTRACTOR, and neither CONTRACTOR nor its employees shall be deemed an employee, officer or agent of the DISTRICT for any purpose. It is expressly understood and agreed that CONTRACTOR and its employees shall in no event be entitled to any DISTRICT benefits to which DISTRICT employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.
 - (a) CONTRACTOR may, at CONTRACTOR's own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this Agreement. DISTRICT will not train, control, direct, or supervise CONTRACTOR's assistants or employees in the performance of those services.
 - (b) If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this Agreement will be performed at times other than CONTRACTOR's regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.
 - (c) CONTRACTOR agrees to procure and maintain in full force and effect worker's compensation insurance covering his or her employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of California Worker's Compensation Act is filed against the DISTRICT by a bona fide employee of CONTRACTOR participating under this Agreement, CONTRACTOR agrees to defend and hold harmless the DISTRICT from such claims.
 - (d) The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, travel, lodging, incidentals and material necessary to furnish the service herein described, the service to be performed at such times and places as directed by and subject to the approval of the authorized DISTRICT representative indicated in the specifications.
2. WORKMEN AND SUB CONTRACTOR:
 - (a) Contractor shall at all times enforce strict discipline and good order among his/her employees and subcontractors and shall not employ on this work any unfit person or anyone not skilled in work assigned to him/her.
 - (b) Any person in the employ of the Contractor whom the DISTRICT may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the DISTRICT.
 - (c) Sub-contractors, if any engaged by the Contractor for this service shall be subject to the approval of the DISTRICT. Contractor shall be held responsible for all operations of sub-contractors and shall require them to maintain adequate Worker's Compensation and public liability insurance.
 - (d) Contractor shall provide continuous competent supervision of personnel employed on the job, use of equipment and quality of workmanship.
3. ANTI DISCRIMINATION: It is the policy of the Etiwanda School District Board of Trustees, that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employees engaged in the work because of race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex or sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics, and therefore the Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment Practice Act, beginning with Labor-Code Section 1410 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliances by all sub-contractors employed on the work by him/her.
4. OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY: ~~All products of work produced pursuant to this Agreement shall be the sole property of the DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT. DISTRICT and CONTRACTOR mutually agree that any written material or any copyrightable work of any nature created by CONTRACTOR pursuant to this Agreement shall be considered a "work made for hire" and DISTRICT the "copyright owner" thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that DISTRICT shall own all of the rights comprised in the copyright of said written material or copyrightable work. CONTRACTOR shall hold in trust for the DISTRICT, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the DISTRICT's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documentation. Contractor shall observe all Federal, State, and local laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Family Educational Rights and Privacy Act and any subsequent revisions thereto, concerning the security and privacy of student/patient records and information, as applicable. For software agreements, unless otherwise specified, the data is owned by the DISTRICT, not the program.~~

5. **HOLD HARMLESS CLAUSE:** The Contractor agrees to and does hereby indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
- Liability for damage for (1) death or bodily injury to persons, (2) injury to, loss theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, and:
 - Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or my independent contract, including all damages due to loss of or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct or anyone employed by the Contractor, whether directly or by independent contract.
 - The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit, or other proceedings as a result thereof.
 - ~~Any liability which may arise from the furnishing of use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, under the Contract~~
6. **INSURANCE:** The CONTRACTOR shall, at his or her expense, carry adequate insurance to fully protect both the CONTRACTOR and the DISTRICT from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the CONTRACTOR is traveling to or from a work-related location. CONTRACTOR shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CONTRACTOR's negligent or willful acts and/or omissions in rendering any services hereunder. CONTRACTOR shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning CONTRACTOR or any employee and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with CONTRACTOR's performance under this Agreement. The CONTRACTOR shall take out, prior to the commencement of any program, presentation or work, and maintain through the completion of any such program, presentation or work, General Liability insurance of a \$1,000,000.00 minimum per occurrence and \$2,000,000 in aggregate and to produce and provide to the DISTRICT a valid and current Certificate of Insurance naming the DISTRICT and the California Schools Risk Management as additional insured. Consultants, Independent Charter Schools, Professional Service Providers including but not limited to auditors, engineers, insurance brokers, specified medical practitioners, bus transportation, and contractors, etc., shall take out, prior to commencement of any program, presentation or work, and maintain through the completion of any such program, insurance as noted at etiwanda.org/insurance.
7. **PAYMENT:** Unless otherwise specified, the Contractor shall render invoices for materials delivered or services performed under the Contract. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The DISTRICT shall make payment for materials, supplies, or other services furnished under this Agreement within a reasonable and proper time after acceptance thereof by the authorized DISTRICT representative. Should the Contractor utilize subcontractors on the Project, the DISTRICT will retain five percent (5%) of the Project cost for a period not to exceed sixty (60) days after the Project has been completed. The DISTRICT may withhold a sufficient amount or amounts of any payment or payments otherwise due to the Contractor, as in its judgment may be necessary to cover:
- Payments which may be past due and payable for just claims against the Contractor or any subcontractors for labor or materials furnished in the performance under this Contract.
 - The cost of defective work which the Contractor has not remedied.
 - Penalties for violation of labor laws.
 - Damage to the DISTRICT or another subcontractor.
 - Site clean-up.
8. **ASSIGNMENTS OF CONTRACT:** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the DISTRICT and without such consent all services hereunder are to be performed solely by CONTRACTOR, its officers, agents and employees.
9. **AGREEMENT CHANGES:** No changes or alternations to this agreement shall be made without specific prior approval by the DISTRICT; and in no event shall the change or alteration exceed 10% of agreement.
10. **NOTIFICATION:** Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be

addressed to the parties at the addresses set forth in this Agreement for DISTRICT and CONTRACTOR. The foregoing addresses may be changed by written notice to the other party as provided herein.

11. USE OF MATERIALS: CONTRACTOR shall advise DISTRICT of any and all materials used, or recommended for use by CONTRACTOR in the performance of this Agreement, that are subject to any copyright restrictions or requirements. In the event CONTRACTOR shall fail to so advise DISTRICT and as a result of the use of any programs or materials developed or used by CONTRACTOR under this Agreement, DISTRICT should be found in violation of any copyright restrictions or requirement, CONTRACTOR agrees to indemnify, defend and hold harmless, the DISTRICT against any action or claim brought by the copyright holder.
12. SUBSTITUTIONS: No substitutions of materials specified shall be made without the prior approval of the DISTRICT.
13. HAZARDOUS WASTES AND UNKNOWN PHYSICAL CONDITIONS: The contractor is hereby notified of Public Contract Code Section 1704 which requires the contractor to notify the DISTRICT in writing of: (1) any material the contractor believes may be hazardous waste; (2) subsurface or latent physical conditions at the site differing from those indicated; (3) unknown physical conditions or any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the agreement.
14. GOVERNANCE: This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. AUDITS: Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of DISTRICT, CONTRACTOR, or any SUBCONTRACTOR connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.
16. SAFETY AND SECURITY: It shall be the responsibility of the Contractor to ascertain from the DISTRICT, the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.
17. DOCUMENT CONFLICT: In case of conflict between specifications and drawings and/or actual site conditions, such conflicts shall be resolved by a DISTRICT representative prior to the furtherance of the work.
18. LABOR CODE: Should this Project exceed One Thousand Dollars (\$1,000), Contractor shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, CH. 1 Articles 1.5, including the payment of the general prevailing wage rates. Copies of the prevailing rate of per diem wages are located at <https://www.dir.ca.gov/public-works/prevailing-wage.html>. Contractor shall maintain for audit by the DISTRICT, certified payroll records applicable to this Contract, starting wage rates, trades, payments made, and employee signatures. Copies of these records shall be furnished to the DISTRICT upon request. The Contractor must post these rates at the job site.
 - (a) Apprenticeable Occupations: The Contractor shall be responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations.
19. PROTECTION OF WORK & PROPERTY: The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safe guards, signs, barriers, lights and watchmen for protection of the work and the public and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or adjoining property, Contractor, without special instruction or authorization from DISTRICT, is hereby permitted to act, at his/her discretion, to prevent such threatened loss or injury.
20. ACCESS TO WORK: DISTRICT representatives shall at all times have access to work, wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.
21. OCCUPANCY: DISTRICT reserves the right to occupy buildings at any time before agreement completion, and such occupancy shall not extend the date specified or completion of the work.
22. FORCE MAJEURE CLAUSE: The parties to the Agreement shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the DISTRICT, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
23. PERMITS AND LICENSES: The Contractor and all of his/her employees or agents shall secure and maintain such licenses and permits as are required by law, in connection with the furnishing of materials, supplies or services herein listed.
24. CLEAN UP: Debris shall be removed from the premises. Job site shall be free of debris at all times when work is not actually being performed.
25. REBATES: Any financial rebates, refunds, inducements, or incentives issued by vendor in connection with agreement shall accrue directly to school district and not to any employee. If school district determines that vendor promised or provided any such incentive to school district employee, school district, in its sole discretion, may terminate any existing or future orders from vendor and/or take other appropriate action.
26. LIQUIDATED DAMAGES: Time is of the essence in this contract. Unless specified elsewhere in the agreement documents, if the work is not completed in the time allotted in the agreement documents it is agreed that Contractor shall pay to the DISTRICT as fixed and liquidated damages the amount of \$50.00 for each calendar day of delay until work is completed and accepted.

27. TERMINATION: DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and place set forth herein or in the event of an unexcused delay by the CONTRACTOR. DISTRICT may terminate this Agreement at any time and for any reason by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. In the event of termination, CONTRACTOR shall be paid the reasonable value of the services rendered up to the date of such termination, as determined by DISTRICT; all finished or unfinished documents prepared by CONTRACTOR shall become the property of the DISTRICT; and CONTRACTOR hereby waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein.
28. DISPUTES: In the event of a dispute between the parties as to the performance of the work included in the project, the interpretations of the bid or agreement document, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, the Contractor agrees it will neither rescind the agreement nor stop the progress of the work, but the Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in San Bernardino County, having competent jurisdiction of the dispute, after the project has been completed, and not before.
29. DEBARMENT AND SUSPENSION: In accordance with Executive Orders 12549 & 12689 (Debarment and Suspension), Seller certified by entering into this transaction, that neither it nor its principals are presently debarred, suspended, proposed for debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
30. ATTORNEY'S FEES: If suit is brought by either party to this Agreement to enforce any of its terms, the losing party shall pay the prevailing party all litigation expenses incurred, including attorney's fees, court costs, expert witness fees, and investigation expenses.
31. DEFAULT BY CONTRACTOR: Failure to comply with any of the terms and or conditions of this agreement shall constitute default by the contractor.



Letter of Agreement

This is an understanding and agreement between:

Kagan Professional Development (Kagan)
981 Calle Amanecer
San Clemente, CA 92673-2008

&

Etiwanda School District
6061 East Ave
Rancho Cucamonga, CA 91739-2218

Federal Tax ID: 33-0593901

Kagan will present the following event:

- I. Topic: Kagan Cooperative Learning Day 3, 4 & 5
 - II. Date(s): June 1 - 3, 2022
 - III. Total Day(s): 3
 - IV. Time: 8:00am - 3:15pm
 - V. Location: Summit Intermediate
-

Etiwanda School District agrees to:

- I. Pay the consulting fee of \$11,397.00 for a maximum of 60 participants from Etiwanda School District only.
- II. Pay the one-time travel fee of \$750.00. This fee covers all flights, lodging, meals, cab, rental cars, parking, and incidentals for the duration of the trainer visit.
- III. Ensure that each participant brings the Cooperative Learning Textbook (BKCLW) to the event. The workshop requires that participants write in their textbook.
- IV. Pay the one-time Course Materials fee of \$44 per person for any participants who did not receive the Course Materials as part of their Day 1 training. Course Materials include the: Cooperative Learning Book (BKCLW), Cooperative Learning Course Workbook, and Mix-Pair-Share Software (EMPSC).
- V. **Participants attending from outside Etiwanda School District must pay \$399.00 per person (unless prior written approval is obtained from Kagan).**
- VI. Sign and return this Letter of Agreement along with an approved purchase order at least 30 days prior to the start date of your event.
 1. For events which require the purchase of course materials, please note that these materials will be billed by Kagan Publishing (FEIN: 33-0378218). All other expenses related to the event will be billed by Kagan Professional Development (FEIN: 33-0593901).
- VII. Contact Kagan's Workshop Coordinator with a final participant count at least 30 days prior to the start date of your event.
- VIII. If your signed agreement, approved purchase order, and participant count are not received at least 21 days prior to your event, you may be responsible for any additional shipping charges incurred.
- IX. Comply with Kagan's Cancellation Policy:
 1. If the workshop is cancelled by Etiwanda School District with at least 3 days notice, and is rescheduled to occur within three months of the original workshop date, Kagan will waive all expenses already incurred by Kagan.
 2. If the workshop is cancelled with 3 or fewer days notice, or is not rescheduled to occur within three months of the original workshop date, and Kagan has incurred travel and/or shipping expenses,

Etiwanda School District will reimburse Kagan for the expenses incurred.

3. If Kagan cancels the workshop for any reason, Etiwanda School District will not be responsible for any expenses incurred by Kagan.
- X. Provide a location to have the workshop.
- XI. Provide the following:
1. Tables and chairs
 2. LCD projector with table, podium, extension cord with power strip, and screen (minimum 8'x8')
 3. Platform for presenter for groups over 50
 4. Lavalier wireless microphone and sound system for over 50 participants
 5. Three input cords to podium: 1) VGA cord to connect into venue projector; 2 & 3) two mini-jack input cords to connect into the venue audio system; one for the presenter's computer and the other for their iPod.
 6. Flip chart and markers (if applicable)
- XII. Comply with the terms of Kagan's Copyright: <https://www.KaganOnline.com/copyright>. Etiwanda School District agrees not to offer trainings on the copyrighted content of this workshop without Kagan's permission or certification.
- XIII. Collect a completed registration form from each participant in order to verify attendance and provide each participant a certification of completion.
-

Kagan agrees to:

- I. Provide consulting services.
 - II. Provide workshop materials for the instructor and participants that attend each day. Any materials in excess of attending participants will be sent back to Kagan.
 - III. Reimburse pre-approved sales helpers. The Workshop Coordinator will determine the number of helpers necessary for this event, if any. Helpers must be pre-authorized by the Workshop Coordinator in order to be eligible for reimbursement. Pre-authorized helpers will receive \$150 in Kagan product per day (not to exceed \$300 in Kagan product per event). Please see the *Workshop Sales Helper Form* for full details.
 - IV. Provide Etiwanda School District with an invoice and copy of applicable receipts after the event has concluded; typically within 30 days. Please contact Kagan's Contract Coordinator at 949-545-6366 if your invoice is required by a specific date.
-

Both parties understand that:

- I. Etiwanda School District may purchase Kagan product (except course materials) up to 3 weeks prior to the workshop date at a 10% discount plus free shipping. Please put your event date on your purchase order to ensure your discount.
- II. Any changes in content or time must be pre-approved by Chris Duffy, the Director of Educational Partnerships.
 1. Content shall include: Kagan Cooperative Learning Day 3, 4 & 5
 2. Grade Levels: K-12
- III. Outside Participants: No participants from outside the host school will be allowed to attend this workshop without the prior consent of both parties. Superintendents, principals, and administrators in charge of providing staff development are invited to attend at no cost when approved by the Director of Educational Partnerships prior to the event. If registration fees are to be collected from outside participants by either Kagan or the sponsoring school or district, both parties agree that all registration fees will go to Kagan.
- IV. Advertising of any sort, printed or electronic, must be approved by Chris Duffy, the Director of Educational Partnerships before distribution. Copies of flyers, brochures, E-mail messages, or other advertising should be on file with Laurie Kagan, the Director of Professional Development.

- V. It is agreed by Etiwanda School District that the presenter will administer a one-page Course Evaluation form to each participant. Etiwanda School District will return all completed evaluations to Kagan.
- VI. It is agreed by Etiwanda School District that no videotaping of the presentation will be allowed without prior written consent from the Director of Professional Development, Laurie Kagan.
- VII. Over-payments may be issued a credit coupon that can be used for prior, current, or future professional development, and/or product at the customer's discretion. Refunds by check will be made at customer's request.
- VIII. If events beyond the reasonable control of the parties (including, but not limited to, acts of God, declared war, governmental authority, terrorist attacks in or near the workshop site, or curtailment of transportation to or from the workshop site) make it illegal, impossible, or unreasonable for the trainer to perform as originally contracted under this Agreement, Kagan may terminate this Agreement, without liability. In the very extraordinary instance that an event must be cancelled by Kagan, Kagan agrees to reschedule the event, but will assume no financial responsibility to Etiwanda School District for the results of the cancellation.

Required Billing Information (*Host school/district to complete*)

This agreement must receive board approval.

Yes No

If yes, date approved: February 24, 2022

The billing contact is different from the Host as listed in the above Letter of Agreement.

Yes No

If yes, please complete the following:

Billing Contact Name: _____

Title: _____

Billing Address: _____

Phone: _____ Fax: _____

Email: _____

To indicate your understanding and agreement, please sign one copy of this Letter of Agreement and return it to Kagan.

Agreed to and accepted by:



(Signature)
Kagan Professional Development

Director of Educational Partnerships
(Title)

February 1, 2022
(Date)



(Signature)
Etiwanda School District

Doug Clafin, Assistant Superintendent
of Business Services

(Title)

2/7/22

(Date)

Etiwanda School District Agreement for Professional Services

Please check type of service: **Consultant**

Originating School or Department: **Business Department**

Date: 01/31/2022

WHEREAS, CONTRACTOR represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONTRACTOR for the special services and advice described herein.

NOW THEREFORE, The DISTRICT hereby engages CONTRACTOR, and CONTRACTOR agrees to perform the professional services as hereinafter set forth and it is mutually agreed by the parties hereto as follows:

1. **THIS AGREEMENT** is made and entered into this 01/31/2022 (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and

Eichenberger Inspection, (hereafter "CONTRACTOR") located at

Address: 8780 19th St. #153 City: Alta Loma Zip: 91701

Social Security Number or Taxpayer I.D. No. (for 1099): _____

2. **TERM:** The term of this agreement shall be for the period commencing on 02/24/2022 (date) through completion of project (date) inclusive; or, services shall be provided on the following

dates _____.

3. **SCOPE:** The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description):

INSPECTION SERVICES FOR NEW BUILDING CLASSROOMS (2) PROJECT AT GRAPELAND ELEMENTARY. (A#04-120388)

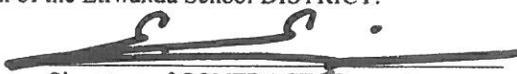
4. **COMPENSATION:** The DISTRICT agrees to pay CONTRACTOR the amount of \$ 219,240.00 for the performance of all services rendered pursuant to this Agreement. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The CONTRACTOR shall provide its own equipment, vehicle, materials, supplies, food, travel, lodging, incidentals and tools, etc. which may be required for the proper performance of this Agreement. The CONTRACTOR is responsible for any retirement fees and State and Federal taxes associated with this agreement. Each party shall cooperate with the other party.

5. **FINGERPRINT OBLIGATIONS OF CONSULTANT:**

If the box to the left is checked, CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT'S pupils and shall complete and include the attached Fingerprint Requirement Form and Exhibit A (List of Employees Who May Come in Contact with Pupils). If at any time during the term of this Agreement CONTRACTOR is either notified by the Department of Justice or otherwise becomes aware that any employee of CONTRACTOR performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, CONTRACTOR agrees to immediately notify the DISTRICT and remove said employee from performing services on this Agreement.

IN WITNESS WHEREOF, the DISTRICT and CONTRACTOR have executed this Agreement effective as of the date written first above and becoming valid upon approval of the Etiwanda School DISTRICT.

CONTRACTOR:
Eric Eichenberger



Signature of CONTRACTOR

2/2/2022

Date

ETIWANDA SCHOOL DISTRICT:



Signature of Superintendent/Designee

2/7/22

Date

AGREEMENT TERMS & CONDITIONS

1. STATUS OF CONTRACTOR: It is agreed that the DISTRICT is interested only in the results obtained from service hereunder and that the CONTRACTOR shall perform as an independent CONTRACTOR with sole control of the manner and means of performing the services required under this Agreement. CONTRACTOR shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of the CONTRACTOR and which shall not be subject to control or supervision by the DISTRICT except as to the results of the work. CONTRACTOR is, for all purposes arising out of this Agreement, an independent CONTRACTOR, and neither CONTRACTOR nor its employees shall be deemed an employee, officer or agent of the DISTRICT for any purpose. It is expressly understood and agreed that CONTRACTOR and its employees shall in no event be entitled to any DISTRICT benefits to which DISTRICT employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.
 - (a) CONTRACTOR may, at CONTRACTOR's own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this Agreement. DISTRICT will not train, control, direct, or supervise CONTRACTOR's assistants or employees in the performance of those services.
 - (b) If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this Agreement will be performed at times other than CONTRACTOR's regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.
 - (c) CONTRACTOR agrees to procure and maintain in full force and effect worker's compensation insurance covering his or her employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of California Worker's Compensation Act is filed against the DISTRICT by a bona fide employee of CONTRACTOR participating under this Agreement, CONTRACTOR agrees to defend and hold harmless the DISTRICT from such claims.
 - (d) The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, travel, lodging, incidentals and material necessary to furnish the service herein described, the service to be performed at such times and places as directed by and subject to the approval of the authorized DISTRICT representative indicated in the specifications.
2. WORKMEN AND SUB CONTRACTOR:
 - (a) Contractor shall at all times enforce strict discipline and good order among his/her employees and subcontractors and shall not employ on this work any unfit person or anyone not skilled in work assigned to him/her.
 - (b) Any person in the employ of the Contractor whom the DISTRICT may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the DISTRICT.
 - (c) Sub-contractors, if any engaged by the Contractor for this service shall be subject to the approval of the DISTRICT. Contractor shall be held responsible for all operations of sub-contractors and shall require them to maintain adequate Worker's Compensation and public liability insurance.
 - (d) Contractor shall provide continuous competent supervision of personnel employed on the job, use of equipment and quality of workmanship.
3. ANTI DISCRIMINATION: It is the policy of the Etiwanda School District Board of Trustees, that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employees engaged in the work because of race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex or sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics, and therefore the Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment Practice Act, beginning with Labor-Code Section 1410 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliances by all sub-contractors employed on the work by him/her.
4. OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY: All products of work produced pursuant to this Agreement shall be the sole property of the DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT. DISTRICT and CONTRACTOR mutually agree that any written material or any copyrightable work of any nature created by CONTRACTOR pursuant to this Agreement shall be considered a "work made for hire" and DISTRICT the "copyright owner" thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that DISTRICT shall own all of the rights comprised in the copyright of said written material or copyrightable work. CONTRACTOR shall hold in trust for the DISTRICT, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the DISTRICT's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documentation. Contractor shall observe all Federal, State, and local laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Family Educational Rights and Privacy Act and any subsequent revisions thereto, concerning the security and privacy of student/patient records and information, as applicable. For software agreements, unless otherwise specified, the data is owned by the DISTRICT, not the program.

5. HOLD HARMLESS CLAUSE: The Contractor agrees to and does hereby indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
 - (a) Liability for damage for (1) death or bodily injury to persons, (2) injury to, loss theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, and;
 - (b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or my independent contract, including all damages due to loss of or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct or anyone employed by the Contractor, whether directly or by independent contract.
 - (c) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit, or other proceedings as a result thereof.
 - (d) Any liability which may arise from the furnishing of use of any copyrighted or uncopied composition, secret process, or patented or unpatented invention, under the Contract.
6. INSURANCE: The CONTRACTOR shall, at his or her expense, carry adequate insurance to fully protect both the CONTRACTOR and the DISTRICT from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the CONTRACTOR is traveling to or from a work-related location. CONTRACTOR shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CONTRACTOR's negligent or willful acts and/or omissions in rendering any services hereunder. CONTRACTOR shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning CONTRACTOR or any employee and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with CONTRACTOR's performance under this Agreement. The CONTRACTOR shall take out, prior to the commencement of any program, presentation or work, and maintain through the completion of any such program, presentation or work, General Liability insurance of a \$1,000,000.00 minimum per occurrence and \$2,000,000 in aggregate and to produce and provide to the DISTRICT a valid and current Certificate of Insurance naming the DISTRICT and the California Schools Risk Management as additional insured. Consultants, Independent Charter Schools, Professional Service Providers including but not limited to auditors, engineers, insurance brokers, specified medical practitioners, bus transportation, and contractors, etc., shall take out, prior to commencement of any program, presentation or work, and maintain through the completion of any such program, insurance as noted at etiwanda.org/insurance.
7. PAYMENT: Unless otherwise specified, the Contractor shall render invoices for materials delivered or services performed under the Contract. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The DISTRICT shall make payment for materials, supplies, or other services furnished under this Agreement within a reasonable and proper time after acceptance thereof by the authorized DISTRICT representative. Should the Contractor utilize subcontractors on the Project, the DISTRICT will retain five percent (5%) of the Project cost for a period not to exceed sixty (60) days after the Project has been completed. The DISTRICT may withhold a sufficient amount or amounts of any payment or payments otherwise due to the Contractor, as in its judgment may be necessary to cover:
 - (a) Payments which may be past due and payable for just claims against the Contractor or any subcontractors for labor or materials furnished in the performance under this Contract.
 - (b) The cost of defective work which the Contractor has not remedied.
 - (c) Penalties for violation of labor laws.
 - (d) Damage to the DISTRICT or another subcontractor.
 - (e) Site clean-up.
8. ASSIGNMENTS OF CONTRACT: The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the DISTRICT and without such consent all services hereunder are to be performed solely by CONTRACTOR, its officers, agents and employees.
9. AGREEMENT CHANGES: No changes or alternations to this agreement shall be made without specific prior approval by the DISTRICT; and in no event shall the change or alteration exceed 10% of agreement.
10. NOTIFICATION: Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be

addressed to the parties at the addresses set forth in this Agreement for DISTRICT and CONTRACTOR. The foregoing addresses may be changed by written notice to the other party as provided herein.

11. USE OF MATERIALS: CONTRACTOR shall advise DISTRICT of any and all materials used, or recommended for use by CONTRACTOR in the performance of this Agreement, that are subject to any copyright restrictions or requirements. In the event CONTRACTOR shall fail to so advise DISTRICT and as a result of the use of any programs or materials developed or used by CONTRACTOR under this Agreement, DISTRICT should be found in violation of any copyright restrictions or requirement, CONTRACTOR agrees to indemnify, defend and hold harmless, the DISTRICT against any action or claim brought by the copyright holder.
12. SUBSTITUTIONS: No substitutions of materials specified shall be made without the prior approval of the DISTRICT.
13. HAZARDOUS WASTES AND UNKNOWN PHYSICAL CONDITIONS: *The* contractor is hereby notified of Public Contract Code Section 1704 which requires the contractor to notify the DISTRICT in writing of: (1) any material the contractor believes may be hazardous waste; (2) subsurface or latent physical conditions at the site differing from those indicated; (3) unknown physical conditions or any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the agreement.
14. GOVERNANCE: This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. AUDITS: Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of DISTRICT, CONTRACTOR, or any SUBCONTRACTOR connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.
16. SAFETY AND SECURITY: It shall be the responsibility of the Contractor to ascertain from the DISTRICT, the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.
17. DOCUMENT CONFLICT: In case of conflict between specifications and drawings and/or actual site conditions, such conflicts shall be resolved by a DISTRICT representative prior to the furtherance of the work.
18. LABOR CODE: Should this Project exceed One Thousand Dollars (\$1,000), Contractor shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, CH. 1 Articles 1.5, including the payment of the general prevailing wage rates. Copies of the prevailing rate of per diem wages are located at <https://www.dir.ca.gov/public-works/prevailing-wage.html>. Contractor shall maintain for audit by the DISTRICT, certified payroll records applicable to this Contract, starting wage rates, trades, payments made, and employee signatures. Copies of these records shall be furnished to the DISTRICT upon request. The Contractor must post these rates at the job site.
 - (a) Apprenticeable Occupations: The Contractor shall be responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations.
19. PROTECTION OF WORK & PROPERTY: The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safe guards, signs, barriers, lights and watchmen for protection of the work and the public and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or adjoining property, Contractor, without special instruction or authorization from DISTRICT, is hereby permitted to act, at his/her discretion, to prevent such threatened loss or injury.
20. ACCESS TO WORK: DISTRICT representatives shall at all times have access to work, wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.
21. OCCUPANCY: DISTRICT reserves the right to occupy buildings at any time before agreement completion, and such occupancy shall not extend the date specified or completion of the work.
22. FORCE MAJEURE CLAUSE: The parties to the Agreement shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the DISTRICT, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
23. PERMITS AND LICENSES: The Contractor and all of his/her employees or agents shall secure and maintain such licenses and permits as are required by law, in connection with the furnishing of materials, supplies or services herein listed.
24. CLEAN UP: Debris shall be removed from the premises. Job site shall be free of debris at all times when work is not actually being performed.
25. REBATES: Any financial rebates, refunds, inducements, or incentives issued by vendor in connection with agreement shall accrue directly to school district and not to any employee. If school district determines that vendor promised or provided any such incentive to school district employee, school district, in its sole discretion, may terminate any existing or future orders from vendor and/or take other appropriate action.
26. LIQUIDATED DAMAGES: Time is of the essence in this contract. Unless specified elsewhere in the agreement documents, if the work is not completed in the time allotted in the agreement documents it is agreed that Contractor shall pay to the DISTRICT as fixed and liquidated damages the amount of \$50.00 for each calendar day of delay until work is completed and accepted.

27. TERMINATION: DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and place set forth herein or in the event of an unexcused delay by the CONTRACTOR. DISTRICT may terminate this Agreement at any time and for any reason by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. In the event of termination, CONTRACTOR shall be paid the reasonable value of the services rendered up to the date of such termination, as determined by DISTRICT; all finished or unfinished documents prepared by CONTRACTOR shall become the property of the DISTRICT; and CONTRACTOR hereby waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein.
28. DISPUTES: In the event of a dispute between the parties as to the performance of the work included in the project, the interpretations of the bid or agreement document, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, the Contractor agrees it will neither rescind the agreement nor stop the progress of the work, but the Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in San Bernardino County, having competent jurisdiction of the dispute, after the project has been completed, and not before.
29. DEBARMENT AND SUSPENSION: In accordance with Executive Orders 12549 & 12689 (Debarment and Suspension), Seller certified by entering into this transaction, that neither it nor its principals are presently debarred, suspended, proposed for debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
30. ATTORNEY'S FEES: If suit is brought by either party to this Agreement to enforce any of its terms, the losing party shall pay the prevailing party all litigation expenses incurred, including attorney's fees, court costs, expert witness fees, and investigation expenses.
31. DEFAULT BY CONTRACTOR: Failure to comply with any of the terms and or conditions of this agreement shall constitute default by the contractor.

Project Proposal

Prepared for:

Mike Higgins, Facilities Project Manager

Etiwanda School District

6061 East Ave.

Rancho Cucamonga, CA. 91739

Date: November 1st, 2021

Dear Mike,

Please accept this proposal for your upcoming project, **Etiwanda School District - Grapeland New Classroom Buildings Project (A#04-120388)**. Eichenberger Inspection has the following Estimated Budget based on the DSA approved plans, the proposed schedule (365 Calendar Days) and the project scope of work:

ESTIMATED BUDGET

Description	Hours	Rate	Cost
Project Inspector, Class 1	2088	\$ 105	\$ 219,240
Total			\$ 219,240

Saturday's and OT will be 1.5x Reg Rate, Sunday's and Holidays 2x.

Should you have any questions or require any additional information, please feel free to call or email me.

Sincerely,

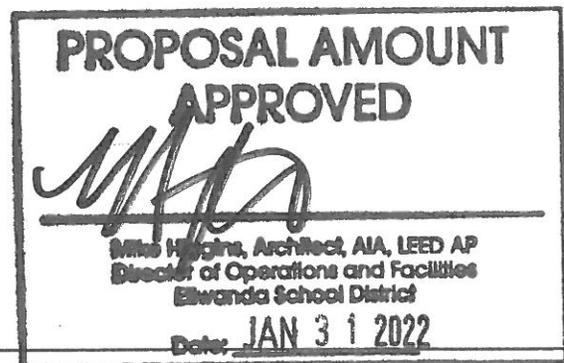


Eric Eichenberger

Eichenberger Inspection

dsa_inspector1@yahoo.com

(909)374-7149



CLERK'S CERTIFICATE

I, _____, clerk of the Board of Trustees of the Etiwanda School District, do hereby certify that the foregoing is a full, true and correct copy of agenda item _____ *(Approval of agreement between Etiwanda School District and Eichenberger Inspection., for Inspection services for new classroom buildings project @ Grapeland Elementary School, ML022422A-01)* that was duly passed, approved and adopted at a regular meeting place thereof on the 24th day of February 2022, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and that at said meeting said item was adopted by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at Etiwanda, California, a location freely accessible to members of the public, and a brief general description of said consent item appeared on said agenda.

I further certify that the foregoing agenda item is a full, true and correct copy of the original agenda item adopted at said board meeting and entered in said minutes; and that said agenda item has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: February 24, 2022

Clerk of the Board of Trustees
of the Etiwanda School District



MEMORANDUM OF UNDERSTANDING
FOSTER YOUTH TRANSPORTATION SERVICES
NO. 21/22-0878

This Memorandum of Understanding, hereinafter called "MOU", is made and entered into this 1st day of July 2021 by and between the Office of the San Bernardino County Superintendent of Schools - Foster Youth Services Coordinating Program, hereinafter called "SUPERINTENDENT-FYSCP", and Etiwanda School District, hereinafter called "DISTRICT".

RECITALS

WHEREAS, SUPERINTENDENT-FYSCP in collaboration with DISTRICT, San Bernardino County Probation Agency (PROBATION), and San Bernardino County Children and Family Services (CFS) seek to meet the need for increased school stability for Foster Youth in San Bernardino County under the new requirement of the Every Student Succeeds Act (ESSA); and

WHEREAS, in recognition of the unique challenges that foster youths face, new provisions were added to Title I, Part A of the Elementary and Secondary Education Act (ESEA), as part of the reauthorization by Every Student Succeeds Act (ESSA), to require state and local educational agencies to collaborate with state and local child welfare agencies to ensure school and educational stability for foster youths; and

NOW, THEREFORE, SUPERINTENDENT-FYSCP and DISTRICT mutually agree as follows:

Through guidance from a sub-committee of the Foster Care Advisory Council, SUPERINTENDENT-FYSCP developed a county wide transportation plan that could be used to meet the mandate without having to do so individually.

For purposes of this transportation procedure, a foster youth is defined as a child who has been removed from the custody of his or her parent(s) or guardian(s) by the juvenile court, and placed in foster care. (See Education Code Section 48853.5(g) and 45 CFR 1356.21(k)). Foster care means 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions, and pre-adoptive homes. (45 CFR 1355.20).

Foster youths are often subject to make more unscheduled school changes than their peers. The California Department of Education has reported that with each school move, foster youths typically lose six months of academic achievement. Consequently, as a student population, foster youths experience lower graduation rates, lower scores on academic assessments and higher rates of grade retention, chronic absenteeism, suspensions and expulsions.

In order to improve educational stability, federal and state laws require that if a foster youth's placement changes, the student has the right to remain in his or her school of origin for the duration of the school year. (Education Code 48853.5) Moreover, if a foster youth needs transportation in order to attend his or her school of origin, such transportation must be provided promptly. (20 USCS § 6312(c)(5)(B)(i)).

A. Definitions

School of Origin: Per California Education Code 48853.5 (g), the school of origin is the school the foster child attended when permanently housed, or the school in which the foster child was last enrolled. If the school the foster child attended when permanently housed is different from the school in which the foster child last attended, or if the foster child attended some other school where he/she is connected and that he/she attended within the immediately preceding 15 months, the educational liaison, in consultation with and with agreement of the foster child and the person holding the educational rights to make to decisions for the foster child, shall determine, in the best interest of the foster child, the school to be deemed the school of origin.

Best interest determination: Under federal and California law, a child in foster care shall remain or enroll in his/her school of origin unless a determination is made that it is not in the child's best interest to attend the school of origin. Factors to consider when determining if school of origin enrollment is in the foster student's best interest include, but are not limited to: preferences of the student, preferences of the student's parents or educational rights holder, placement of siblings (if any), safety, consideration of the appropriateness of the current educational setting, commute distance/travel time, duration of placement, time of school year, type of transportation available, flexibility in school schedule, impact of extracurricular activities on transportation options, maturity and behavioral capacity, special Education Needs, English language learner needs, and social/emotional relationships.

Foster youth: Defined as a child who has been removed from the custody of his or her parent(s) or guardian(s) by the juvenile court, and placed in foster care. (See Education Code Section 48853.5(g) and 45 CFR 1356.21(k)). Foster care means 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions, and pre-adoptive homes. (45 CFR 1355.20). A student in foster care, under the LCFE definition, who lives at home with both or either biological parent, are not entitled to ESSA mandates and provisions.

Case Worker: Assigned social worker or probation officer assigned to an individual foster youth.

AB 490 Liaison: Every school district must have an appointed educational liaison to serve foster youth Education Code 48853.5 (b). AB 490 Liaison for each district will also serve as the district point of contact (POC)

Point of Contact (POC) Children and Family Services: The point of contact for Children and Family Services is the Supervising Social Service Practitioner for the Education Programs Unit.

Additional Costs: Costs incurred in providing transportation to the school of origin reflect the difference between what a Local Education Agency (LEA), also known as **DISTRICT**, would otherwise spend to transport a student to his/her assigned school and the cost of transporting a child in foster care to his/her school of origin.

Immediate Enrollment: Children in foster care may enroll immediately (attending classes and access to all available school activities) in a new school even if the student has outstanding fees, fines, textbooks, or other items or moneys due to the school last attended or is unable to produce clothing or records normally required for enrollment, such as previous academic records, medical records, including, but not limited to, records or other proof of immunization history, proof of residency, other documentation, or school uniforms. (Education Code Section 48853.5(f)(8)(B)).

Education Rights Holder: Education rights remain with biological parents unless a judge limits or removes education rights. When education rights are limited or removed a JV535 court form is generated identifying the assigned education rights holder.

B. Best Interest Determination

The Probation Officer, Social Worker or other representative of the local child welfare agency that has legal responsibility for the care and protection ("case worker") of the student will notify the school districts AB 490 educational liaison as soon as the county placing agency becomes aware of the need to transfer a pupil in foster care out of his or her current school, the county placing agency shall contact the AB 490 educational liaison at the local educational agency of the pupil. The county placing agency shall notify the local educational agency of the date that the pupil will be leaving the school and request that the pupil be transferred out. (Education Code Section 469069.5 (c)).

The case worker and AB 490 educational liaison will collaborate and share relevant information with the parent, guardian, or other person holding the right to make educational decisions for the pupil ("educational rights holder") and the student depending on age and maturity so that they may make an informed decision regarding whether it is in the best interest of the student to continue in the school of origin or be placed in another educational program. The school of origin includes: the school the student attended when they were permanently housed, the school the student was last enrolled, or any school the student has attended in the last 15 months where the student has a

connection. The AB 490 educational liaison for the local education agency will notify the child and education right's holder with a written explanation if they recommend waiving the right to school of origin.

Other **DISTRICT** representatives who may provide relevant information includes, but is not limited to, the student's teacher, principal, transportation staff, special education staff and/or staff members specializing in English Language Learners. Additionally, the educational rights holder may also collaborate and consult with the foster parents, biological parents when appropriate, and/or private therapists.

The determination shall be based on factors relating to the child's best interest, including but not limited to the following:

- Preferences of the student
- Preferences of the student's parents or educational rights holder
- Placement of siblings (if any)
- Safety
- Consideration of the appropriateness of the current educational setting
- Commute distance/Travel time
- Duration of placement
- Time of school year
- Type of transportation available
- Flexibility in school schedule
- Impact of extracurricular activities on transportation options
- Maturity and behavioral capacity
- Special Education Needs
- English Language Learner Needs
- Social/Emotional relationships

Students who have transportation written into their Individualized Education Plans (IEP) because of legitimate special education needs:

- If a foster youth is eligible for special education services under the Individuals with Disabilities in Education Act (IDEA), and has an Individualized Education Plan (IEP) that outlines transportation as a related service as part of the student's education needs and services, the school of origin will provide transportation services for the student to attend his or her special education program if the foster youth remains in his or her school of origin. The school of origin should consult with its Special Education Local Plan Area for assistance. However, transportation will not be added to an IEP for the sole purpose of preserving school stability.

C. School of Origin is in the Best Interest of Student

When a determination is made that it is in a foster youth's best interest to remain in the school of origin, the foster youth will, if necessary, promptly receive transportation in a cost-effective manner and in accordance with the Fostering Connections Act. Transportation Plan attached as Attachment A. Title I requires that transportation to the school of origin be provided promptly in a cost-effective manner and if there are additional costs, that the school district and child welfare agency have an agreement regarding payment and/or reimbursement for such costs. (20 USCS § 6312(c)(5)(B)(i)).

Step One: Consider no-cost or low-cost options.

In determining whether transportation to the school of origin is "cost effective," the case worker, AB 490 educational liaison and representatives knowledgeable about transportation options and procedures should review and consider cost, distance, traffic patterns and length of travel. Cost effective transportation options may include:

- Foster parents or caregivers provide transportation
- School bus
 - Existing routes or modifying current routes
 - General education

- Special education-related service
- Route-to-route hand-offs
- District-to-district boundary hand-offs
- Public transportation
- Other

Step Two: If no-cost or low-cost options are not available, consider transportation options that may incur additional costs.

“Additional costs” represent the difference between what an LEA would normally spend on transportation to the child’s assigned school and the cost of transportation to the school of origin. A transportation option that may incur additional costs, include but is not limited to, the following:

- Order additional school bus or other vehicle operated by the school district or child welfare agency
- Private student shuttle companies
- Taxi companies or student transport companies

Contracts for such services should be reviewed by the **DISTRICTs** risk management and legal offices.

Note: Pursuant to ESSA Section 1112(c)(5)(B)(ii), the transportation procedures must ensure that, if there are Additional Costs incurred in providing transportation to maintain children in foster care in their schools of origin, the school district will provide transportation to the school of origin if: (1) the local child welfare agency agrees to reimburse the local educational agency for the cost of such transportation; (2) the local educational agency agrees to pay for the cost of such transportation; or (3) the local educational agency and the local child welfare agency agree to share the cost of such transportation.

***Note: Pursuant to Title IV-E of the Social Security Act, federal funds are available to child welfare agencies in order to assist with additional transportation costs for children who are eligible for Title IV-E foster care maintenance payments. Child welfare agencies receiving Title IV-E funds have discretion to in determining what is considered reasonable travel, and may take into account factors such as cost, distance, and duration of travel. ***

***Note: Regardless of which option is chosen, the school district and child welfare agency should negotiate and enter into an MOU to provide a mechanism for payment and/or reimbursement. ***

If no-cost or low-cost options are not available and transportation will require additional costs, District’s will provide transportation through (1) of the following options:

OPTION 1: (CFS/PROBATION Agrees to Reimburse the DISTRICT for Additional Costs)

Additional costs incurred as a result of providing transportation services to maintain foster youths in their school of origin will be paid by **CFS/PROBATION** pursuant to a written agreement or memorandum of understanding between the **DISTRICT** and **CFS/PROBATION**.

OPTION 2: (DISTRICT Agrees to Pay for the Additional Costs)

Additional costs incurred as a result of providing transportation services to maintain foster youths in their school of origin will be paid by the **DISTRICT** pursuant to a written agreement or memorandum of understanding between the **DISTRICT** and **CFS/PROBATION**.

OPTION 3: (CFS/PROBATION and DISTRICT Agree to Share the Additional Costs)

Additional costs incurred as a result of providing transportation services to maintain foster youths in their school of origin will be shared by **CFS/PROBATION** and the **DISTRICT** pursuant to a written agreement or memorandum of understanding between the **DISTRICT** and **CFS/PROBATION**.

D. School Change is in the Best Interest of Student

When a school change is warranted, children in foster care may enroll immediately in a new school even if the student has outstanding fees, fines, textbooks, or other items or moneys due to the school last attended or is unable to produce clothing or records normally required for enrollment, such as previous academic records, medical

records, including, but not limited to, records or other proof of immunization history, proof of residency, other documentation, or school uniforms. (Education Code Section 48853.5(f)(8)(B)).

Within two business days of the foster student's request for enrollment, the educational liaison for the enrolling school shall contact the school last attended by the foster child to obtain all academic and other records (Education Code Section 48853.5(f)(8)(C)). The last school attended by the foster child shall provide all required records to the new school regardless of any outstanding fees, fines, textbooks, or other items or moneys owed to the school last attended. The educational liaison for the school last attended shall provide all records to the new school within two business days of receiving the request. (Education Code Section 48853.5(f)(8)(C)).

E. Dispute Resolution

During a dispute, a foster youth has the right to remain in their school of origin while the dispute is negotiated.

1. Complaint of Noncompliance

A complaint is a written and signed statement alleging a violation of federal or state laws or regulations, which may include an allegation of unlawful discrimination, harassment, intimidation, or bullying. If the complainant is unable to put the complaint in writing, due to conditions such as disability or illiteracy, the local education agency shall assist the complainant in the filing of the complaint. A complaint regarding the violation of specific federal and state programs that use categorical funds, such as Foster Youth Services, are considered Uniform Complaint Procedure (UCP) complaints. UCP complaints are filed with the district superintendent or their designee.

Responsibilities of the LEA

- Ensures compliance with applicable federal and state laws and regulations.
- Adopts UCP complaint policies and procedures consistent with the California Code of Regulations, Title 5 Sections 4600–4687.
- Designates a staff member to be responsible for receiving, investigating and resolving complaints and makes sure the staff member is knowledgeable about the laws/programs he or she is assigned.
- Must give the filing party an opportunity to present information and/or evidence relevant to the complaint.
- Protects complainants from retaliation.
- Resolves the complaint and completes a written report within 60 calendar days of receipt of the complaint unless extended by written agreement of the complainant.
- Must advise the complainant of the right to appeal the LEA's decision to the CDE within 15 calendar days of receiving the decision.

2. Transportation Costs

***Note: Pursuant to Section 475(1)(G) of the Social Security Act, the child welfare agency is vested with the responsibility for making individual placement decision in accordance with a case plan that includes educational stability requirements. Additionally, the child welfare agency is entitled to include reasonable travel costs as part of the foster care maintenance payments for the child to remain in the same school he or she was attending prior to placement in foster care. (Section 475(4) of the Social Security Act.) Transportation costs associated with the foster youth's attendance at his or her school of origin is also allowable as administrative costs under Title IV-E because such transportation is related to case management and therefore necessary for the proper and efficient administration of the Title IV-E plan. (45 CFR 1356.60(c)(2)) ***

If there is disagreement between the **CFS/PROBATION** and the **DISTRICT** regarding responsibility for additional costs related to maintaining a foster youth at his or her school of origin, **CFS/PROBATION** and the **DISTRICT** understand that they are mutually responsible for coordinating efforts to ensure prompt transportation services. In order to resolve such disputes, the agencies will take the following steps:

- **CFS/PROBATION** and **DISTRICT** will explore all no-cost and low-cost transportation options before considering transportation options that may incur additional costs.
- The **DISTRICT** will provide written notification regarding the dispute, its recommended mode of transportation, the reasoning supporting such recommendation and its calculation of additional costs.

- In accordance with Title IV-E, **CFS/PROBATION** will review its educational stability plan for the foster youth and the information provided by the **DISTRICT** to determine reasonable travel costs for the foster youth.
- **CFS/PROBATION** may either accept the **DISTRICTS** cost estimates and reimburse the **DISTRICT** for additional costs or provide alternative transportation services separate from the **DISTRICT** and direct foster care maintenance payments to the child's provider or make a separate payment directly to the transportation provider.

F. Children and Family Services/Probation Assess Available Options to Address Transportation Needs

- **CFS/PROBATION** will make every effort to place students in proximity to their school of origin. Caseworker will use Education Stability Checklist in best interest determination.
- **CFS/PROBATION** determines the caregiver/resource parent's willingness and capacity to provide transportation (with mileage reimbursement) to the school of origin, or the possibility of the student to use bus pass or public transportation vouchers, reimbursement guidelines and amounts found on ACL11-51
- **CFS/PROBATION** will check with group home or Short-Term Residential Therapeutic Program (STRTP) to determine their willingness/capacity to provide transportation to school of origin.
- If none of the above-mentioned options are available, **CFS/PROBATION** responds to the **DISTRICT AB 490 Liaison** via email, with a copy to **SUPERINTENDENT-FYSCP**, to determine if the **DISTRICT** can accommodate transportation.
- Any district or **CFS/PROBATION** may at any time choose to voluntarily share in the cost or take sole responsibility for such costs.
- Any district or **CFS/PROBATION** has the right under this **MOU** to provide alternate form of transportation, so long as it is cost-effective and appropriate to the child.

G. DISTRICT Will Assess Available No-Cost or Low-Cost Options to Address Transportation Needs

These steps may occur at the same time as the **CFS** assesses all available transportation options.

- The **DISTRICTS AB 490 Liaison** assesses whether the child is eligible for transportation under another entitlement (experiencing homelessness) or as a related service included in an Individualized Education Plan (IEP) or 504 Plan. The **DISTRICT** provides and funds transportation if the student is eligible under the McKinney-Vento Act or the Individuals with Disabilities Act (IDEA).
- The **DISTRICTS** examine existing transportation options available for the student, including incorporating the student into an existing bus route, modifying an existing bus route, or other no-cost or low-cost options. Transportation is provided by the **DISTRICT** if such a solution is available.
- Districts will collaborate to provide transportation to the school of origin when a student in out of home care resides outside of the boundaries of the school of origin. This can include, but is not limited to, **DISTRICTS** modifying and connecting cross-district routes, or one district providing transportation to the school of origin while the other provides transportation from the school of origin. The **DISTRICT** can contact the district of residence directly or send an email to **SUPERINTENDENT-FYSCP** to request facilitation.
- The **DISTRICTS AB 490 Liaison** notifies the **SUPERINTENDENT-FYSCP** within 5 school days via email when the above-mentioned options are not available, or when further collaboration is needed to set up transportation.

H. SUPERINTENDENT-FYSCP Role in Transportation Needs

- **SUPERINTENDENT-FYSCP** will facilitate communication between **CFS/PROBATION** and the **DISTRICT**.
- **SUPERINTENDENT-FYSCP** will maintain transportation plans and assist with coordination of transportation services.
- **SUPERINTENDENT-FYSCP** will assist with dispute resolutions between **CFS/PROBATION** and the **DISTRICT**, and may assist with short-term transportation assistance in emergency situations.

I. Special Provisions

SUPERINTENDENT-FYSCP and **DISTRICT** shall comply with all federal, state, and local laws and ordinances applicable to such work. **SUPERINTENDENT-FYSCP** and **DISTRICT** shall provide worker's compensation insurance to self-insure his or her services.

J. Mutual Hold Harmless

SUPERINTENDENT-FYSCP agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless the **CFS/PROBATION**, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorneys fees, arising out of any act or omission or the condition of any property owned or controlled by the **SUPERINTENDENT-FYSCP** in the performance of this contract. It is understood that employees and any subcontractor of the **SUPERINTENDENT-FYSCP** in its performance under this contract are not agents or employees of the **CFS/PROBATION**.

CFS/PROBATION agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless the **SUPERINTENDENT-FYSCP**, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorneys fees, arising out of any act or omission or the condition of any property owned or controlled by the **CFS/PROBATION** in the performance of this contract. It is understood that employees and any subcontractor of the **CFS/PROBATION** in its performance under this contract are not agents or employees of the **SUPERINTENDENT-FYSCP**.

K. Duration of Agreement

The term of this Agreement shall be from July 1, 2021 through and including, June 30, 2026.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the day and year first above written

**SAN BERNARDINO COUNTY
SUPERINTENDENT OF SCHOOLS**



Signature

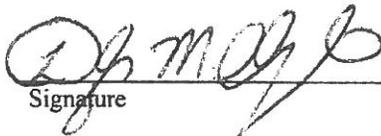
Kevin Garcia, Program Manager
Procurement and Warehouse Services

Typed Name and Title

2/11/22

Date

ETIWANDA SCHOOL DISTRICT



Signature

Douglas M. Clifton Asst. Supt

Typed Name and Title

2/10/22

Date

Attachment A

Transportation Plan

Note: This form is to be used when it is determined that the student will remain in their school origin and a transportation plan is needed

Student Name: _____ Current Grade: _____ Date of Meeting: _____

STEP 1: Meeting Participants

- Education Rights Holder(s) ("ERH") Present? Name: _____
- Mandatory Participant**
- Student Present? Name: _____
- Caregiver(s), if different than ERH Present? Name: _____
- Social Worker/Probation Officer Present? Name: _____
- Minor's Attorney/Public Defender Present? Name: _____
- Foster Youth Counselor/Liaison Present? Name: _____
- Academic Counselor Present? Name: _____
- School Administrator Present? Name: _____
- Other Present? Name: _____
- Other Present? Name: _____

STEP 2: ERH Best Interest Determination

The ERH makes the final decision about whether remaining in the current school or any other school of origin is in the student's best interest, based on the completion of the chart, all the information available to the team, the Foster Youth Liaison's recommendation, and what the ERH believes would best serve the youth's needs.

Consideration of Impact of Distance on Education
How long is the student willing to spend in transit each day? _____ Minutes
How early is the student willing to leave for school? _____ AM
How late is the student willing to get home from school? _____ PM

ERH Chooses: to have the youth remain in _____ school of origin OR
 To waive the youth's right to remain in their school of origin and requests immediate enrollment at: _____ school.

- If ERH decides to waive the youth's right to school of origin, a transportation plan is not needed.

STEP 3: Foster Youth Liaison Recommendation

The youth's AB 490 Education Liaison: recommends or does not recommend that the youth remain in their school of origin for the following reasons: _____

Step 4: Identify School Options

Option 1: School student attended before home placement change, or current school if student has not yet moved: _____

Option 2: School of residence after home placement change: _____

Option 3: School attended when student first entered foster care/probation system: _____

Option 4: Any other school(s) attended within the last 15 months where the student has a connection: _____

Option 5: Any school(s) to which the student would have matriculated (elementary to middle or middle to high school) from options 1-4 above, using **DISTRICT** feeder patterns: _____

STEP 5: Transportation Plan

Transportation to the school of origin will be provided by:

Group Home / STRTP.

Child Welfare or Probation Agency in the form of:

Reimbursement to an individual:

Individual's name: _____

Relationship to student: _____

Agency providing reimbursement: _____

Public transportation to be facilitated by the child welfare or probation agency:

The route identified is: _____

The School of Origin school district in the form of:

Bus or other vehicle

Reimbursement to an individual:

Individual's name: _____

Relationship to student: _____

Public transportation to be facilitated by the school district:

The route identified is: _____

Other (including shared responsibility with nearby **DISTRICT**). Describe: _____

STEP 6: Consent

ERH Signature: _____

Student Signature: _____

School Administrator: _____

Child Welfare: _____

Other: _____ Title: _____

Other: _____ Title: _____

Etiwanda School District Agreement for Professional Services

Please check type of service: **Contractor**

Originating School or Department: **C. P. Lightfoot Elementary**

Date: **02/07/2022**

WHEREAS, CONTRACTOR represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONTRACTOR for the special services and advice described herein.

NOW THEREFORE, The DISTRICT hereby engages CONTRACTOR, and CONTRACTOR agrees to perform the professional services as hereinafter set forth and it is mutually agreed by the parties hereto as follows:

1. **THIS AGREEMENT** is made and entered into this 02/07/2022 (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and Quality Teleservices Inc., (hereafter "CONTRACTOR") located at

Address: 280 N. Benson Ave., Suite #5 City: Upland Zip: 91786

Social Security Number or Taxpayer I.D. No. (for 1099): _____

2. **TERM:** The term of this agreement shall be for the period commencing on 02/07/2022 (date) through Upon completion (date) inclusive; or, services shall be provided on the following

dates _____

3. **SCOPE:** The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description):
Install interactive Smartboards, provided by school/district, per attached quote 7633.

4. **COMPENSATION:** The DISTRICT agrees to pay CONTRACTOR the amount of \$ 1,758.88 for the performance of all services rendered pursuant to this Agreement. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The CONTRACTOR shall provide its own equipment, vehicle, materials, supplies, food, travel, lodging, incidentals and tools, etc. which may be required for the proper performance of this Agreement. The CONTRACTOR is responsible for any retirement fees and State and Federal taxes associated with this agreement. Each party shall cooperate with the other party.

5. **FINGERPRINT OBLIGATIONS OF CONSULTANT:**



If the box to the left is checked, CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT'S pupils and shall complete and include the attached Fingerprint Requirement Form and Exhibit A (List of Employees Who May Come in Contact with Pupils). If at any time during the term of this Agreement CONTRACTOR is either notified by the Department of Justice or otherwise becomes aware that any employee of CONTRACTOR performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, CONTRACTOR agrees to immediately notify the DISTRICT and remove said employee from performing services on this Agreement.

IN WITNESS WHEREOF, the DISTRICT and CONTRACTOR have executed this Agreement effective as of the date written first above and becoming valid upon approval of the Etiwanda School DISTRICT.

CONTRACTOR:

[Signature]
Signature of CONTRACTOR

2-7-2022
Date

ETIWANDA SCHOOL DISTRICT:

[Signature]
Signature of Superintendent/Designee

2-7-22
Date

AGREEMENT TERMS & CONDITIONS

1. STATUS OF CONTRACTOR: It is agreed that the DISTRICT is interested only in the results obtained from service hereunder and that the CONTRACTOR shall perform as an independent CONTRACTOR with sole control of the manner and means of performing the services required under this Agreement. CONTRACTOR shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of the CONTRACTOR and which shall not be subject to control or supervision by the DISTRICT except as to the results of the work. CONTRACTOR is, for all purposes arising out of this Agreement, an independent CONTRACTOR, and neither CONTRACTOR nor its employees shall be deemed an employee, officer or agent of the DISTRICT for any purpose. It is expressly understood and agreed that CONTRACTOR and its employees shall in no event be entitled to any DISTRICT benefits to which DISTRICT employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.
 - (a) CONTRACTOR may, at CONTRACTOR's own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this Agreement. DISTRICT will not train, control, direct, or supervise CONTRACTOR's assistants or employees in the performance of those services.
 - (b) If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this Agreement will be performed at times other than CONTRACTOR's regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.
 - (c) CONTRACTOR agrees to procure and maintain in full force and effect worker's compensation insurance covering his or her employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of California Worker's Compensation Act is filed against the DISTRICT by a bona fide employee of CONTRACTOR participating under this Agreement, CONTRACTOR agrees to defend and hold harmless the DISTRICT from such claims.
 - (d) The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, travel, lodging, incidentals and material necessary to furnish the service herein described, the service to be performed at such times and places as directed by and subject to the approval of the authorized DISTRICT representative indicated in the specifications.
2. WORKMEN AND SUB CONTRACTOR:
 - (a) Contractor shall at all times enforce strict discipline and good order among his/her employees and subcontractors and shall not employ on this work any unfit person or anyone not skilled in work assigned to him/her.
 - (b) Any person in the employ of the Contractor whom the DISTRICT may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the DISTRICT.
 - (c) Sub-contractors, if any engaged by the Contractor for this service shall be subject to the approval of the DISTRICT. Contractor shall be held responsible for all operations of sub-contractors and shall require them to maintain adequate Worker's Compensation and public liability insurance.
 - (d) Contractor shall provide continuous competent supervision of personnel employed on the job, use of equipment and quality of workmanship.
3. ANTI DISCRIMINATION: It is the policy of the Etiwanda School District Board of Trustees, that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employees engaged in the work because of race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex or sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics, and therefore the Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment Practice Act, beginning with Labor-Code Section 1410 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliances by all sub-contractors employed on the work by him/her.
4. OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY: All products of work produced pursuant to this Agreement shall be the sole property of the DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT. DISTRICT and CONTRACTOR mutually agree that any written material or any copyrightable work of any nature created by CONTRACTOR pursuant to this Agreement shall be considered a "work made for hire" and DISTRICT the "copyright owner" thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that DISTRICT shall own all of the rights comprised in the copyright of said written material or copyrightable work. CONTRACTOR shall hold in trust for the DISTRICT, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the DISTRICT's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documentation. Contractor shall observe all Federal, State, and local laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Family Educational Rights and Privacy Act and any subsequent revisions thereto, concerning the security and privacy of student/patient records and information, as applicable. For software agreements, unless otherwise specified, the data is owned by the DISTRICT, not the program.

5. HOLD HARMLESS CLAUSE: The Contractor agrees to and does hereby indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
 - (a) Liability for damage for (1) death or bodily injury to persons, (2) injury to, loss theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, and;
 - (b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or my independent contract, including all damages due to loss of or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct or anyone employed by the Contractor, whether directly or by independent contract.
 - (c) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit, or other proceedings as a result thereof.
 - (d) Any liability which may arise from the furnishing of use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, under the Contract.
6. INSURANCE: The CONTRACTOR shall, at his or her expense, carry adequate insurance to fully protect both the CONTRACTOR and the DISTRICT from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the CONTRACTOR is traveling to or from a work-related location. CONTRACTOR shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CONTRACTOR's negligent or willful acts and/or omissions in rendering any services hereunder. CONTRACTOR shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning CONTRACTOR or any employee and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with CONTRACTOR's performance under this Agreement. The CONTRACTOR shall take out, prior to the commencement of any program, presentation or work, and maintain through the completion of any such program, presentation or work, General Liability insurance of a \$1,000,000.00 minimum per occurrence and \$2,000,000 in aggregate and to produce and provide to the DISTRICT a valid and current Certificate of Insurance naming the DISTRICT and the California Schools Risk Management as additional insured. Consultants, Independent Charter Schools, Professional Service Providers including but not limited to auditors, engineers, insurance brokers, specified medical practitioners, bus transportation, and contractors, etc., shall take out, prior to commencement of any program, presentation or work, and maintain through the completion of any such program, insurance as noted at etiwanda.org/insurance.
7. PAYMENT: Unless otherwise specified, the Contractor shall render invoices for materials delivered or services performed under the Contract. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The DISTRICT shall make payment for materials, supplies, or other services furnished under this Agreement within a reasonable and proper time after acceptance thereof by the authorized DISTRICT representative. Should the Contractor utilize subcontractors on the Project, the DISTRICT will retain five percent (5%) of the Project cost for a period not to exceed sixty (60) days after the Project has been completed. The DISTRICT may withhold a sufficient amount or amounts of any payment or payments otherwise due to the Contractor, as in its judgment may be necessary to cover:
 - (a) Payments which may be past due and payable for just claims against the Contractor or any subcontractors for labor or materials furnished in the performance under this Contract.
 - (b) The cost of defective work which the Contractor has not remedied.
 - (c) Penalties for violation of labor laws.
 - (d) Damage to the DISTRICT or another subcontractor.
 - (e) Site clean-up.
8. ASSIGNMENTS OF CONTRACT: The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the DISTRICT and without such consent all services hereunder are to be performed solely by CONTRACTOR, its officers, agents and employees.
9. AGREEMENT CHANGES: No changes or alternations to this agreement shall be made without specific prior approval by the DISTRICT; and in no event shall the change or alteration exceed 10% of agreement.
10. NOTIFICATION: Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be

addressed to the parties at the addresses set forth in this Agreement for DISTRICT and CONTRACTOR. The foregoing addresses may be changed by written notice to the other party as provided herein.

11. USE OF MATERIALS: CONTRACTOR shall advise DISTRICT of any and all materials used, or recommended for use by CONTRACTOR in the performance of this Agreement, that are subject to any copyright restrictions or requirements. In the event CONTRACTOR shall fail to so advise DISTRICT and as a result of the use of any programs or materials developed or used by CONTRACTOR under this Agreement, DISTRICT should be found in violation of any copyright restrictions or requirement, CONTRACTOR agrees to indemnify, defend and hold harmless, the DISTRICT against any action or claim brought by the copyright holder.
12. SUBSTITUTIONS: No substitutions of materials specified shall be made without the prior approval of the DISTRICT.
13. HAZARDOUS WASTES AND UNKNOWN PHYSICAL CONDITIONS: *The* contractor is hereby notified of Public Contract Code Section 1704 which requires the contractor to notify the DISTRICT in writing of: (1) any material the contractor believes may be hazardous waste; (2) subsurface or latent physical conditions at the site differing from those indicated; (3) unknown physical conditions or any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the agreement.
14. GOVERNANCE: This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. AUDITS: Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of DISTRICT, CONTRACTOR, or any SUBCONTRACTOR connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.
16. SAFETY AND SECURITY: It shall be the responsibility of the Contractor to ascertain from the DISTRICT, the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.
17. DOCUMENT CONFLICT: In case of conflict between specifications and drawings and/or actual site conditions, such conflicts shall be resolved by a DISTRICT representative prior to the furtherance of the work.
18. LABOR CODE: Should this Project exceed One Thousand Dollars (\$1,000), Contractor shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, CH. 1 Articles 1.5, including the payment of the general prevailing wage rates. Copies of the prevailing rate of per diem wages are located at <https://www.dir.ca.gov/public-works/prevailing-wage.html>. Contractor shall maintain for audit by the DISTRICT, certified payroll records applicable to this Contract, starting wage rates, trades, payments made, and employee signatures. Copies of these records shall be furnished to the DISTRICT upon request. The Contractor must post these rates at the job site.
 - (a) Apprenticeable Occupations: The Contractor shall be responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations.
19. PROTECTION OF WORK & PROPERTY: The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safe guards, signs, barriers, lights and watchmen for protection of the work and the public and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or adjoining property, Contractor, without special instruction or authorization from DISTRICT, is hereby permitted to act, at his/her discretion, to prevent such threatened loss or injury.
20. ACCESS TO WORK: DISTRICT representatives shall at all times have access to work, wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.
21. OCCUPANCY: DISTRICT reserves the right to occupy buildings at any time before agreement completion, and such occupancy shall not extend the date specified or completion of the work.
22. FORCE MAJEURE CLAUSE: The parties to the Agreement shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the DISTRICT, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
23. PERMITS AND LICENSES: The Contractor and all of his/her employees or agents shall secure and maintain such licenses and permits as are required by law, in connection with the furnishing of materials, supplies or services herein listed.
24. CLEAN UP: Debris shall be removed from the premises. Job site shall be free of debris at all times when work is not actually being performed.
25. REBATES: Any financial rebates, refunds, inducements, or incentives issued by vendor in connection with agreement shall accrue directly to school district and not to any employee. If school district determines that vendor promised or provided any such incentive to school district employee, school district, in its sole discretion, may terminate any existing or future orders from vendor and/or take other appropriate action.
26. LIQUIDATED DAMAGES: Time is of the essence in this contract. Unless specified elsewhere in the agreement documents, if the work is not completed in the time allotted in the agreement documents it is agreed that Contractor shall pay to the DISTRICT as fixed and liquidated damages the amount of \$50.00 for each calendar day of delay until work is completed and accepted.

27. TERMINATION: DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and place set forth herein or in the event of an unexcused delay by the CONTRACTOR. DISTRICT may terminate this Agreement at any time and for any reason by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. In the event of termination, CONTRACTOR shall be paid the reasonable value of the services rendered up to the date of such termination, as determined by DISTRICT; all finished or unfinished documents prepared by CONTRACTOR shall become the property of the DISTRICT; and CONTRACTOR hereby waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein.
28. DISPUTES: In the event of a dispute between the parties as to the performance of the work included in the project, the interpretations of the bid or agreement document, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, the Contractor agrees it will neither rescind the agreement nor stop the progress of the work, but the Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in San Bernardino County, having competent jurisdiction of the dispute, after the project has been completed, and not before.
29. DEBARMENT AND SUSPENSION: In accordance with Executive Orders 12549 & 12689 (Debarment and Suspension), Seller certified by entering into this transaction, that neither it nor its principals are presently debarred, suspended, proposed for debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
30. ATTORNEY'S FEES: If suit is brought by either party to this Agreement to enforce any of its terms, the losing party shall pay the prevailing party all litigation expenses incurred, including attorney's fees, court costs, expert witness fees, and investigation expenses.
31. DEFAULT BY CONTRACTOR: Failure to comply with any of the terms and or conditions of this agreement shall constitute default by the contractor.



Quote good for 30 days

Prepared for

CARLETON P. LIGHTFOOT
ELEMENTARY SCHOOL
6989 KENYON WAY
ALTA LOMA, CA 91701

Summary

Number:	<input type="text" value="7633"/>	Labor:	<input type="text" value="\$1,700.00"/>
Print Date:	<input type="text" value="January 31, 2022"/>	Materials:	<input type="text" value="\$55.00"/>
Salesperson:	<input type="text" value="SCOTT DALTON"/>	Services:	<input type="text" value="\$0.00"/>
Start Date:	<input type="text"/>	Dispatch:	<input type="text" value="\$0.00"/>
End Date:	<input type="text"/>	Other Charge:	<input type="text" value="\$0.00"/>
Billing Terms:	<input type="text" value="DUE ON RECEI"/>	Sub Total:	<input type="text" value="\$1,755.00"/>
PO#:	<input type="text"/>	Sales Tax:	<input type="text" value="\$3.88"/>

Approved by: _____

Services Proposed

Total:

Work Requested by: Joe and Shawn,
QTI DIR #:1000014442 - CONTRACTOR LICENSE #: 714778
Provide quote to have (3) 75" interactive Smartboards.these installed in Rooms;
13, 14 and 24.

We would like to meet at the site and review options.
Thanks,
Joe Ruddy
909-803-3171

- Scope of Work: Install customer provided (3) 75" interactive Smartboards.
1. Install customer provided 75" Smartboards in Rooms; 13, 14 and 24.
 2. Pull in customer provided cables and power strips for Smartboard.
 3. Re-locate existing raceway where required and install near Smartboard.

Proposed Labor

Date	Technician	Labor Hrs	Rate/Hr.	Total
01/27/2022	A/V - INSTALL	20.00	\$85.00	\$1,700.00
Total				\$1,700.00

Proposed Materials

Item Nbr	Item Description	Qty	Price/Unit	Ext. Price
50	INSTALLATION MATERIAL	1.00	\$50.00	\$50.00
FUEL SUR	FUEL SURCHARGE	1.00	\$5.00	\$5.00
Total				\$55.00

Etiwanda School District Agreement for Professional Services

Please check type of service: **Contractor**

Originating School or Department: **Golden Elementary**

Date: **02/09/2022**

WHEREAS, CONTRACTOR represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONTRACTOR for the special services and advice described herein.

NOW THEREFORE, The DISTRICT hereby engages CONTRACTOR, and CONTRACTOR agrees to perform the professional services as hereinafter set forth and it is mutually agreed by the parties hereto as follows:

1. **THIS AGREEMENT** is made and entered into this 02/09/2022 (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and

Quality Teleservices Inc, (hereafter "CONTRACTOR") located at

Address: 280 N. Benson Ave., Suite #5 City: Upland Zip: 91786

Social Security Number or Taxpayer I.D. No. (for 1099): _____

2. **TERM:** The term of this agreement shall be for the period commencing on 02/11/2022 (date) through **completion** (date) inclusive; or, services shall be provided on the following

dates _____.

3. **SCOPE:** The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description):

Install district provided projector, projector screen, TV, and mount in the Golden Elementary library, per attached quote 7586.

4. **COMPENSATION:** The DISTRICT agrees to pay CONTRACTOR the amount of \$ 3,959.59 for the performance of all services rendered pursuant to this Agreement. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The CONTRACTOR shall provide its own equipment, vehicle, materials, supplies, food, travel, lodging, incidentals and tools, etc. which may be required for the proper performance of this Agreement. The CONTRACTOR is responsible for any retirement fees and State and Federal taxes associated with this agreement. Each party shall cooperate with the other party.

5. **FINGERPRINT OBLIGATIONS OF CONSULTANT:**



If the box to the left is checked, CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT'S pupils and shall complete and include the attached Fingerprint Requirement Form and Exhibit A (List of Employees Who May Come in Contact with Pupils). If at any time during the term of this Agreement CONTRACTOR is either notified by the Department of Justice or otherwise becomes aware that any employee of CONTRACTOR performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, CONTRACTOR agrees to immediately notify the DISTRICT and remove said employee from performing services on this Agreement.

IN WITNESS WHEREOF, the DISTRICT and CONTRACTOR have executed this Agreement effective as of the date written first above and becoming valid upon approval of the Etiwanda School DISTRICT.

CONTRACTOR:

Scott Dalton Digitally signed by Scott Dalton
Date: 2022.02.09 14:20:13 -08'00'

02/09/2022

Signature of CONTRACTOR

Date

ETIWANDA SCHOOL DISTRICT:



2/9/22

Date

AGREEMENT TERMS & CONDITIONS

1. STATUS OF CONTRACTOR: It is agreed that the DISTRICT is interested only in the results obtained from service hereunder and that the CONTRACTOR shall perform as an independent CONTRACTOR with sole control of the manner and means of performing the services required under this Agreement. CONTRACTOR shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of the CONTRACTOR and which shall not be subject to control or supervision by the DISTRICT except as to the results of the work. CONTRACTOR is, for all purposes arising out of this Agreement, an independent CONTRACTOR, and neither CONTRACTOR nor its employees shall be deemed an employee, officer or agent of the DISTRICT for any purpose. It is expressly understood and agreed that CONTRACTOR and its employees shall in no event be entitled to any DISTRICT benefits to which DISTRICT employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.
 - (a) CONTRACTOR may, at CONTRACTOR's own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this Agreement. DISTRICT will not train, control, direct, or supervise CONTRACTOR's assistants or employees in the performance of those services.
 - (b) If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this Agreement will be performed at times other than CONTRACTOR's regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.
 - (c) CONTRACTOR agrees to procure and maintain in full force and effect worker's compensation insurance covering his or her employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of California Worker's Compensation Act is filed against the DISTRICT by a bona fide employee of CONTRACTOR participating under this Agreement, CONTRACTOR agrees to defend and hold harmless the DISTRICT from such claims.
 - (d) The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, travel, lodging, incidentals and material necessary to furnish the service herein described, the service to be performed at such times and places as directed by and subject to the approval of the authorized DISTRICT representative indicated in the specifications.
2. WORKMEN AND SUB CONTRACTOR:
 - (a) Contractor shall at all times enforce strict discipline and good order among his/her employees and subcontractors and shall not employ on this work any unfit person or anyone not skilled in work assigned to him/her.
 - (b) Any person in the employ of the Contractor whom the DISTRICT may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the DISTRICT.
 - (c) Sub-contractors, if any engaged by the Contractor for this service shall be subject to the approval of the DISTRICT. Contractor shall be held responsible for all operations of sub-contractors and shall require them to maintain adequate Worker's Compensation and public liability insurance.
 - (d) Contractor shall provide continuous competent supervision of personnel employed on the job, use of equipment and quality of workmanship.
3. ANTI DISCRIMINATION: It is the policy of the Etiwanda School District Board of Trustees, that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employees engaged in the work because of race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex or sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics, and therefore the Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment Practice Act, beginning with Labor-Code Section 1410 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliances by all sub-contractors employed on the work by him/her.
4. OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY: All products of work produced pursuant to this Agreement shall be the sole property of the DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT. DISTRICT and CONTRACTOR mutually agree that any written material or any copyrightable work of any nature created by CONTRACTOR pursuant to this Agreement shall be considered a "work made for hire" and DISTRICT the "copyright owner" thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that DISTRICT shall own all of the rights comprised in the copyright of said written material or copyrightable work. CONTRACTOR shall hold in trust for the DISTRICT, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the DISTRICT's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documentation. Contractor shall observe all Federal, State, and local laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Family Educational Rights and Privacy Act and any subsequent revisions thereto, concerning the security and privacy of student/patient records and information, as applicable. For software agreements, unless otherwise specified, the data is owned by the DISTRICT, not the program.

5. **HOLD HARMLESS CLAUSE:** The Contractor agrees to and does hereby indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
 - (a) Liability for damage for (1) death or bodily injury to persons, (2) injury to, loss theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, and;
 - (b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or my independent contract, including all damages due to loss of or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct or anyone employed by the Contractor, whether directly or by independent contract.
 - (c) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit, or other proceedings as a result thereof.
 - (d) Any liability which may arise from the furnishing of use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, under the Contract.
6. **INSURANCE:** The CONTRACTOR shall, at his or her expense, carry adequate insurance to fully protect both the CONTRACTOR and the DISTRICT from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the CONTRACTOR is traveling to or from a work-related location. CONTRACTOR shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CONTRACTOR's negligent or willful acts and/or omissions in rendering any services hereunder. CONTRACTOR shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning CONTRACTOR or any employee and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with CONTRACTOR's performance under this Agreement. The CONTRACTOR shall take out, prior to the commencement of any program, presentation or work, and maintain through the completion of any such program, presentation or work, General Liability insurance of a \$1,000,000.00 minimum per occurrence and \$2,000,000 in aggregate and to produce and provide to the DISTRICT a valid and current Certificate of Insurance naming the DISTRICT and the California Schools Risk Management as additional insured. Consultants, Independent Charter Schools, Professional Service Providers including but not limited to auditors, engineers, insurance brokers, specified medical practitioners, bus transportation, and contractors, etc., shall take out, prior to commencement of any program, presentation or work, and maintain through the completion of any such program, insurance as noted at etiwanda.org/insurance.
7. **PAYMENT:** Unless otherwise specified, the Contractor shall render invoices for materials delivered or services performed under the Contract. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The DISTRICT shall make payment for materials, supplies, or other services furnished under this Agreement within a reasonable and proper time after acceptance thereof by the authorized DISTRICT representative. Should the Contractor utilize subcontractors on the Project, the DISTRICT will retain five percent (5%) of the Project cost for a period not to exceed sixty (60) days after the Project has been completed. The DISTRICT may withhold a sufficient amount or amounts of any payment or payments otherwise due to the Contractor, as in its judgment may be necessary to cover:
 - (a) Payments which may be past due and payable for just claims against the Contractor or any subcontractors for labor or materials furnished in the performance under this Contract.
 - (b) The cost of defective work which the Contractor has not remedied.
 - (c) Penalties for violation of labor laws.
 - (d) Damage to the DISTRICT or another subcontractor.
 - (e) Site clean-up.
8. **ASSIGNMENTS OF CONTRACT:** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the DISTRICT and without such consent all services hereunder are to be performed solely by CONTRACTOR, its officers, agents and employees.
9. **AGREEMENT CHANGES:** No changes or alternations to this agreement shall be made without specific prior approval by the DISTRICT; and in no event shall the change or alteration exceed 10% of agreement.
10. **NOTIFICATION:** Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be

addressed to the parties at the addresses set forth in this Agreement for DISTRICT and CONTRACTOR. The foregoing addresses may be changed by written notice to the other party as provided herein.

11. USE OF MATERIALS: CONTRACTOR shall advise DISTRICT of any and all materials used, or recommended for use by CONTRACTOR in the performance of this Agreement, that are subject to any copyright restrictions or requirements. In the event CONTRACTOR shall fail to so advise DISTRICT and as a result of the use of any programs or materials developed or used by CONTRACTOR under this Agreement, DISTRICT should be found in violation of any copyright restrictions or requirement, CONTRACTOR agrees to indemnify, defend and hold harmless, the DISTRICT against any action or claim brought by the copyright holder.
12. SUBSTITUTIONS: No substitutions of materials specified shall be made without the prior approval of the DISTRICT.
13. HAZARDOUS WASTES AND UNKNOWN PHYSICAL CONDITIONS: The contractor is hereby notified of Public Contract Code Section 1704 which requires the contractor to notify the DISTRICT in writing of: (1) any material the contractor believes may be hazardous waste; (2) subsurface or latent physical conditions at the site differing from those indicated; (3) unknown physical conditions or any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the agreement.
14. GOVERNANCE: This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. AUDITS: Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of DISTRICT, CONTRACTOR, or any SUBCONTRACTOR connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.
16. SAFETY AND SECURITY: It shall be the responsibility of the Contractor to ascertain from the DISTRICT, the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.
17. DOCUMENT CONFLICT: In case of conflict between specifications and drawings and/or actual site conditions, such conflicts shall be resolved by a DISTRICT representative prior to the furtherance of the work.
18. LABOR CODE: Should this Project exceed One Thousand Dollars (\$1,000), Contractor shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, CH. 1 Articles 1.5, including the payment of the general prevailing wage rates. Copies of the prevailing rate of per diem wages are located at <https://www.dir.ca.gov/public-works/prevailing-wage.html>. Contractor shall maintain for audit by the DISTRICT, certified payroll records applicable to this Contract, starting wage rates, trades, payments made, and employee signatures. Copies of these records shall be furnished to the DISTRICT upon request. The Contractor must post these rates at the job site.
 - (a) Apprenticeable Occupations: The Contractor shall be responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations.
19. PROTECTION OF WORK & PROPERTY: The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safe guards, signs, barriers, lights and watchmen for protection of the work and the public and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or adjoining property, Contractor, without special instruction or authorization from DISTRICT, is hereby permitted to act, at his/her discretion, to prevent such threatened loss or injury.
20. ACCESS TO WORK: DISTRICT representatives shall at all times have access to work, wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.
21. OCCUPANCY: DISTRICT reserves the right to occupy buildings at any time before agreement completion, and such occupancy shall not extend the date specified or completion of the work.
22. FORCE MAJEURE CLAUSE: The parties to the Agreement shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the DISTRICT, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
23. PERMITS AND LICENSES: The Contractor and all of his/her employees or agents shall secure and maintain such licenses and permits as are required by law, in connection with the furnishing of materials, supplies or services herein listed.
24. CLEAN UP: Debris shall be removed from the premises. Job site shall be free of debris at all times when work is not actually being performed.
25. REBATES: Any financial rebates, refunds, inducements, or incentives issued by vendor in connection with agreement shall accrue directly to school district and not to any employee. If school district determines that vendor promised or provided any such incentive to school district employee, school district, in its sole discretion, may terminate any existing or future orders from vendor and/or take other appropriate action.
26. LIQUIDATED DAMAGES: Time is of the essence in this contract. Unless specified elsewhere in the agreement documents, if the work is not completed in the time allotted in the agreement documents it is agreed that Contractor shall pay to the DISTRICT as fixed and liquidated damages the amount of \$50.00 for each calendar day of delay until work is completed and accepted.

27. TERMINATION: DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and place set forth herein or in the event of an unexcused delay by the CONTRACTOR. DISTRICT may terminate this Agreement at any time and for any reason by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. In the event of termination, CONTRACTOR shall be paid the reasonable value of the services rendered up to the date of such termination, as determined by DISTRICT; all finished or unfinished documents prepared by CONTRACTOR shall become the property of the DISTRICT; and CONTRACTOR hereby waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein.
28. DISPUTES: In the event of a dispute between the parties as to the performance of the work included in the project, the interpretations of the bid or agreement document, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, the Contractor agrees it will neither rescind the agreement nor stop the progress of the work, but the Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in San Bernardino County, having competent jurisdiction of the dispute, after the project has been completed, and not before.
29. DEBARMENT AND SUSPENSION: In accordance with Executive Orders 12549 & 12689 (Debarment and Suspension), Seller certified by entering into this transaction, that neither it nor its principals are presently debarred, suspended, proposed for debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
30. ATTORNEY'S FEES: If suit is brought by either party to this Agreement to enforce any of its terms, the losing party shall pay the prevailing party all litigation expenses incurred, including attorney's fees, court costs, expert witness fees, and investigation expenses.
31. DEFAULT BY CONTRACTOR: Failure to comply with any of the terms and or conditions of this agreement shall constitute default by the contractor.

Req 2678

Quote good for 30 days



Prepared for
GOLDEN ELEMENTARY
SCHOOL
12400 BANYAN ST.
ETIWANDA, CA 91739

Summary

Number:	<input type="text" value="7586"/>	Labor:	<input type="text" value="\$2,720.00"/>
Print Date:	<input type="text" value="November 18, 20"/>	Materials:	<input type="text" value="\$1,154.03"/>
Salesperson:	<input type="text" value="SCOTT DALTON"/>	Services:	<input type="text" value="\$0.00"/>
Start Date:	<input type="text"/>	Dispatch:	<input type="text" value="\$0.00"/>
End Date:	<input type="text"/>	Other Charge:	<input type="text" value="\$0.00"/>
Billing Terms:	<input type="text" value="DUE ON RECEI"/>	Sub Total:	<input type="text" value="\$3,874.03"/>
PO#:	<input type="text"/>	Sales Tax:	<input type="text" value="\$85.56"/>

Approved by: _____

Services Proposed

Total:

Work Requested by: Shawn

QTI DIR #:1000014442 - CONTRACTOR LICENSE #: 714778

Scope of Work: Library install projector, projector screen, mount TV with mount

PROJECTOR INSTALL:

1. Install customer provided projector with ceiling mount plate and hardware.
2. Install customer provided 35' SVGA, HDMI and 3.5 cable from projector to closet, see picture.
3. Install (1) CAT 6 cables from IDF to projector.
4. Provide installation material necessary seismic wires, J-hook, tie wraps and hardware to complete stated work.
5. Connect projector to local power above ceiling.

PROJECTOR SCREEN:

1. Install customer provided projector screen, see picture for location.

INSTALL TV/MONITOR:

1. Install customer provided TV.
2. Install customer provided TV mount.
3. Install (1) CAT 6 cables behind TV to IDF.
4. Install customer provided 25' HDMI and 3.5 cable to closet.
5. Install customer provided 25' HDMI and 3.5 cables from TV to workstation bottom right of same wall.
6. Connect TV to local power behind TV.

WORKSTATION NEAR TV:

1. Install (1) CAT 6 cable at workstation to IDF.
2. Install customer provided 25' HDMI and 3.5 cable to closet.

LIGHT SPEED SYSTEM:

1. Connect to local power above ceiling. See picture,

Quote good for 30 days



Prepared for
GOLDEN ELEMENTARY
SCHOOL
12400 BANYAN ST.
ETIWANDA, CA 91739

Proposed Labor

Table with 5 columns: Date, Technician, Labor Hrs, Rate/Hr., Total. Row 1: 11/17/2021, TECHNICAL SERVICES, 32.00, \$85.00, \$2,720.00. Total: \$2,720.00

Proposed Materials

Table with 5 columns: Item Nbr, Item Description, Qty, Price/Unit, Ext. Price. Lists various materials like SVGA DB15 FEM/FEM COUPLER, MINI COM HDMI 1.3 A/A FEMALE COUPLER, etc. Total: \$1,154.02

LICENSE AGREEMENT BETWEEN
ETIWANDA SCHOOL DISTRICT
AND
VINEYARD LITTLE LEAGUE
FOR THE USE OF FACILITIES

THIS LICENSE AGREEMENT (“Agreement”) is approved and entered into as of this 2nd day of December 2021, by and between the ETIWANDA SCHOOL DISTRICT, a California public school district duly organized under the California Education Code (the “District”) and the VINEYARD LITTLE LEAGUE, a Little league baseball (“VLL”).

RECITALS

WHEREAS, District is the owner of certain real property located at 6925 Etiwanda Avenue, Etiwanda, California commonly known as the District’s Etiwanda Intermediate School (the “Property”); and

WHEREAS, VLL desires the use a portion of the Property; and

WHEREAS, District is willing to grant to VLL a license for the non-exclusive use of the athletic field and related facilities located on the Property (“Facilities”) in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Parties desire by this Agreement to provide for the terms and conditions for the use of the Facilities.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

Section 1. Grant of License and Use of Facilities. District grants a non-exclusive license to VLL to use the Facilities for the limited purposes of conducting VLL practices, games and related activities. Any reference to VLL’s use of the Facilities includes use by VLL’s employees, contractors, volunteers or invitees. A description and schedule of the VLL’s activities are attached hereto and incorporated as Exhibit “A.” VLL shall provide the District with advance notice of any change to the scheduled uses. Use of the Facilities by VLL at any time other than those set forth in Exhibit “A” is at the sole discretion of the District and shall be submitted through the District’s facility use application process. District activities have priority at all times. VLL shall provide, on or before March 31, 2022, a proposed schedule of activities to be conducted using the

Facilities for the 2021-2022 school year. VLL schedule will end on July 24, 2022 allowing Etiwanda access to complete summer projects.

Section 2. Health & Safety. Follow all District, State, and local guidelines for health and safety issues.

Section 3. License Fee. No License Fee shall be due for the use of the Facilities. All other fees and costs are set forth herein. The Parties acknowledge and agree that the License Fee is not a rental or lease payment for the License Area. Fees are limited to payment of utilities and the approved upkeep of the field.

Section 4. Term. The term of this Agreement shall be for one year from the effective date, unless mutually extended in writing by both Parties. This Agreement may be terminated immediately by District if (1) VLL materially breaches the Agreement, (2) District determines any dangerous conditions or threats to life or property make use of the Property unsafe, or (3) a natural disaster or emergency makes it necessary for the District to use the Facilities for alternative purposes. Either Party may terminate the Agreement without cause upon 30 days' written notice.

Section 5. Conditions to Use.

(a) Alterations to Facilities. VLL shall not make any physical alterations to the Facilities or any District-owned fixtures or equipment on or in the Facilities without District's express written permission. In case of any temporary alteration, relocation of equipment, or other change, VLL shall restore the Facilities to their original, pre-use condition at least 24 hours before the beginning of the next school day.

(b) Repair of Facilities. VLL shall be responsible for and shall pay for any and all repairs or replacements of any kind that are occasioned or made necessary by use of the Facilities by VLL, its employees, volunteers or invitees, excluding only those caused by the sole negligence or wilful misconduct of the District. VLL shall notify District immediately of any damage caused to the Facilities. In the event of damage, District may, at District's sole discretion, undertake any repair or replacement of the Facilities and VLL shall reimburse District for the costs of such repairs or maintenance within 30 days of invoice by District.

(c) Maintenance and Cleanup of Facilities. District shall provide custodial and routine maintenance services during the term of the Agreement. VLL shall reimburse District for the cost of such services. VLL shall be responsible for the full and complete cleanup of the Facilities and any other portion of the Property used by VLL, its employees, volunteers or invitees at the close of each day of use, leaving it in a comparable state as existed prior to VLL's activities. As used herein, the term "cleanup" means putting away equipment and supplies, picking up trash, cleaning or sweeping up spills, and similar related activities.

(d) Hazardous Materials. Under no circumstances shall VLL use or cause to be used in the Facilities any hazardous or toxic substances or materials or herbicides, pesticides and fertilizers, or store or dispose of any such substances or materials in the Facilities. VLL may use, at its own risk, in compliance with any applicable laws and

District policies, any ordinary and customary materials reasonably required to be used in the normal course of VLL's activities.

(e) Non-Interference with District Activities. This Agreement does not grant VLL, its employees, volunteers or invitees the right to interfere with any activities of District, as determined by the District in its sole discretion.

(f) Conduct of VLL, Employees, Volunteers and Invitees. VLL shall ensure that all employees, contractors, volunteers, invitees, and all others in attendance have appropriate background and medical clearance and will adhere to proper standards of public conduct and comply with all District policies. Specific prohibitions include, but are not limited to, consumption of intoxicating liquors or controlled substances, smoking, gambling, quarreling, fighting, use of profane language, or indecent exposure on or near the Facilities. If the District determines, in its sole discretion, that an employee, contractor, volunteer or invitee of VLL fails to adhere to proper standards of public conduct, violates any District policy, or disrupts the activities of the District's employees, students or invitees, the District reserves the right to remove that individual, or require VLL to remove the individual from the Property, and prohibit future access to the Property.

(g) Insurance. Insurance must be provided by an insurance company licensed to do business in California. VVL agrees to maintain in effect throughout the duration of the Agreement all insurance required under this section. VVL shall furnish the District with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending VLL's coverage to include the contractual liability assumed by VLL pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the District of any pending change in the limits of liability or of any cancellation or modification of the policy.

All policies of insurance provided for herein shall be written as primary policies and any insurance or self-insurance maintained by the District shall not be required to contribute with it. Such policies shall be procured from responsible and solvent insurance companies authorized to do business in California with a current A.M. Best's rating of "A" (Excellent) or better and financial rating of A- VII or better. Prior to the commencement of the term hereof, VLL shall supply the District (and at all times during the term of the Agreement keep on file with the District) a true and correct copy of all such policies or a certificate of insurance accurately reflecting the coverage required hereby together with satisfactory evidence showing that all premiums thereon have been paid, and thereafter, as additional premiums become due, VLL shall supply the District, if requested, with satisfactory evidence that said premiums have been paid.

At any time from the date this Agreement is first executed the District may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar District agreements by giving sixty (60) days written notice to VLL. Any such increase shall be specified and confirmed in writing, signed by the parties, and made part of and incorporated by reference in this Agreement.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or cancelled, the District, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend and rescind the Agreement.

(ii) **Commercial General Liability.** VLL shall take out and maintain during the term of this Agreement Commercial General and Public Liability insurance for any and all claims for bodily injury, including death, personal and advertising injury, and property damage which may arise from VLL's operations under this Agreement whether such operations are by itself or by any Subcontractor or by anyone directly or indirectly employed by either of them. Such policy shall be written on an occurrence basis with limits of not less than **\$5,000,000 (Five million dollars)** per occurrence. The District and its Officers, Agents, Employees, Servants and California Schools Risk Management shall be named, by way of an endorsement, as additional insured on any such policies of insurance which shall also contain a provision that the insurance afforded thereby to the District and its Officers, Agents, Employees and Servants shall be primary insurance to the full limits of liability of the policy, and that if the District or its Officers and Employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

(iii) **Workers' Compensation Insurance.** The Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage, in accordance with the laws of California, with a minimum limit amount of not less than **\$1,000,000 (One million dollars)** per employee and \$1,000,000 (One million dollars) per occurrence. . In signing this Agreement, VLL makes the following certification required by Section 18 of the California Labor Code:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

(iv) **Sexual Abuse/Molestation coverage** with limits of not less than \$3,000,000 per occurrence or claim. Such coverage maybe made part of the Commercial General Liability policy or procured as a separate policy.

(h) **Hold Harmless and Indemnification** To the fullest extent permitted by law, VLL shall defend, indemnify and hold harmless District and its officers, employees, agents, independent contractors and California Schools Risk Management from any and all liabilities, claims, actions, judgments, suits, arbitration proceedings, demands, damages, losses, costs or expenses of any kind whatsoever without restriction or limitation, including any damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of

law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, based or asserted upon, incurred in relation to, as a consequence of, or arising out of, or in any way attributable actually, allegedly, or impliedly, in whole or in part, to the services to be performed under the Agreement Documents. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

As part of this indemnity, VLL shall protect and defend, at its own expense, District and its officers, employees, agents, independent contractors and California Schools Risk Management from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article. VLL shall defend any suit or action brought against the District embraced by this indemnity provision regardless of the actual negligence of the District. All obligations under this provision are to be paid by VLL as they are incurred by the District. VLL has no obligation under this indemnification agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole negligence or willful misconduct or active negligence of the District. Furthermore, to the fullest extent permitted by law, VLL agrees to indemnify, and hold District entirely harmless from all liability arising out of:

(i) Workers' Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to VLL's employees or VLL's subcontractor's employees or volunteers arising out of VLL work under this AGREEMENT; and

(ii) General Liability: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by VLL, the District, the Identified Students, or any person, firm or corporation employed by VLL or the District upon or in connection with the services provided VLL, except for liability resulting from the active negligence, or willful misconduct of the District, its officers, employees, agents or independent consultants who are directly employed by the District; and

(iii) Vineyard Little League, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

This obligation to indemnify and defend the District and California Schools Risk Management as set forth herein is binding on the successors, assigns, or

heirs of VLL and shall survive the termination or completion of this Agreement for the full period of time allowed by law. By execution of an Agreement, VLL acknowledges and agrees that it has read and understands the provisions hereof and that this paragraph is a material element of consideration. The District's acceptance of the insurance policies evidenced by VLL in accordance with the requirements of the Agreement does not in any way relieve VLL or subcontractors from liability under this section. The parties agree that if any part of this indemnification is found to conflict with applicable laws, such part shall be unenforceable only insofar as it conflicts with said laws, and that this indemnification shall be judicially interpreted and rewritten to provide the broadest possible indemnification legally allowed and shall be legally binding upon VLL.

VLL further agrees to indemnify, defend and hold harmless District Parties, each of them, and California Schools Risk Management from any claim or cause of action arising out of or related to any personal property of VLL Parties stored at the Property including the Facilities. In connection therewith:

(i) Actions Filed. VLL shall defend any action or actions filed in connection with any of such claims, liens, damages, penalties, obligations or liabilities, and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.

(ii) Judgments Rendered. VLL shall promptly pay any judgment rendered against VLL Parties or District Parties covering such claims, liens, damages, penalties, obligations and liabilities arising out of or in connection with such use of and operations at the Property including the Facilities referred to herein and agrees to save and hold District Parties harmless therefrom.

(iii) Costs and Expenses; Attorneys' Fees. In the event any District Parties are made a party to any action or proceeding filed or prosecuted against VLL Parties for such damages or other claims arising out of the use of and operations at the Property including the Facilities, VLL agrees to pay District Parties all costs and expenses incurred by them in such action or proceeding together with reasonable attorneys' and expert witness fees.

The provisions of this Section shall survive the termination or expiration of this Agreement.

(i) Activity Materials, Furnishings and Equipment. VLL is responsible for all costs associated with its activities. VLL shall provide all materials, furnishings and equipment to be used for its activities. VLL shall provide a list of any materials plus quantity to be used or applied in softscape or hardscape landscaping on any baseball diamonds, fields or structures. Materials will be approved and provided by the district. Any donations of any kind to improve Etiwanda Intermediate on behalf of VLL will need to be submitted in writing for approval by the Etiwanda School Board. VLL shall provide labor or labor costs upon approval. VLL shall provide a list of all power, motorized equipment to be operated on District property. All power equipment, motorized equipment & attachments must be secured and stored in a safe manner or stored off district property. All VLL items including equipment, fencing, infield bases, etc. must be

put into storage or removed from the site after each daily use and on non-student days for field maintenance and the safety of the students. The District retains the right to dispose any equipment/materials left on our property that we determine to be a safety issue. This pertains to all non-student days

(j) Program Supervision and Security. VLL shall provide all necessary supervision of its employees, volunteers and invitees while using the Facilities. VLL is solely responsible for the safety and security of its employees, contractors, volunteers and invitees at all times.

(k) Locks - Keying and Access Authorization. The lock style, types of gates, and key/code authorization to be utilized at the Facilities will be coordinated to allow dual access while maintaining the safety and security of people and property. District shall retain sole discretion and authority to determine lock style, types of gates, and key/code authorization at the Facilities. The District's representative shall provide VLL's representative with two (2) sets of keys necessary to access the Facilities.

(l) Parking. Parking in the parking lot shall not be reserved and shall be limited to standard-sized automobiles, except in specifically designated areas. No vehicles shall be parked in driveways, loading areas, or other areas not specifically designated for parking. No parking on school fields and obey signs posted by the City of Rancho Cucamonga.

(m) Utilities. VLL shall be responsible for payment of all utilities associated with operation and use of the Facilities during the term of this Agreement.

(n) Taxes. VLL shall be responsible for all taxes associated with its use of the Facilities. In the event possessory interest taxes are assessed, VLL shall be solely responsible for the payment of all VLL's possessory interest taxes, if any, during the term of the Agreement. Pursuant to Section 107.6 of the California Revenue and Taxation Code, District hereby notifies VLL that: (i) the Facilities are subject to possessory interest taxes, and that such taxes shall be paid by VLL; and (ii) VLL may be subject to the payment of property taxes levied on the possessory interest obtained by VLL. The Parties acknowledge that during the term of this Agreement, VLL shall be solely responsible for any possessory interest taxes and related charges and expenses imposed with respect to the Facilities, and shall indemnify, defend and hold harmless District against all possessory interest taxes and related charges and expenses. This statement is intended to comply with Section 107.6 of the Revenue and Taxation Code.

(o) Periodic Inspections/Access. District shall perform periodic inspections of the Property without notice to determine the physical condition of the Property. District shall make an effort to conduct these inspections in a manner that does not unduly interrupt VLL's use of the Facilities.

(p) Vacating Facilities. VLL acknowledges and agrees that this Agreement is a non-exclusive license and is not a lease or other instrument that conveys an interest in real property and imparts no protections to VLL that would be consistent with a lease. Accordingly, VLL acknowledges and agrees that upon the expiration or earlier termination of the Agreement, VLL will not have access to the Property and the District may elect to change locks or take other steps to prevent VLL from having access to the

Property. The District may remove from the Property any remaining personal belongings of VLL and will endeavor to cooperate with VLL to schedule a mutually convenient time to allow VLL to remove its personal belongings, if any remain, from the Property; however, such access is to be made under the District's supervision.

Section 6. Compliance with Law.

(a) VLL shall comply with all laws, ordinances, zoning, rules, and regulations applicable to the Facilities, enacted or promulgated by any public or governmental authority or agency, including without limitation District, having jurisdiction over the Facilities. VLL shall be responsible for obtaining and maintaining throughout the Term of the Agreement all permits, licenses, approvals, including a conditional use permit if necessary, from any local, state or federal agency necessary for the Program and/or use of the Facilities. VLL shall comply with requirements of state law regarding fingerprinting and background checks, as applicable.

(b) District has made no representation or warranty as to the suitability of the Property and/or the Facilities for VLL's activities, and VLL waives any implied warranty that the Property or the Facilities are suitable for VLL's intended purposes. Prior to the first use of the Facilities under this Agreement, VLL shall have taken the appropriate steps and made the appropriate inquiries to confirm that VLL is or will be as of the commencement of the activities in compliance with all laws, ordinances, zoning, rules, and regulations applicable to VLL's conduct of the activities, enacted or promulgated by any public or governmental authority or agency and will maintain compliance throughout the term of the Agreement.

Section 7. Legal Interpretation of Instrument. The Parties expressly understand and agree that this Agreement constitutes a non-exclusive license for use of the Facilities. This Agreement is not intended by the Parties, nor shall it be construed, to convey a leasehold, easement, or other interest in real property. VLL acknowledges that a license is a valid form of agreement and shall not contest the validity of the form of this Agreement in any action or proceeding brought by VLL against the District, or by the District against VLL. Should either Party be compelled to institute arbitration, 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 Agreement on its part to be performed or fulfilled, the Parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings. This Agreement shall be governed by the laws of the State of California with venue in San Bernardino County.

Section 8. Attorneys' Fees. If any legal action is necessary to enforce any of the terms or conditions of this Agreement, each Party shall bear its own attorneys' fees.

Section 9. Entire Agreement; Amendment. This Agreement constitutes the entire understanding between the Parties with respect to its subject matter, superseding all prior negotiations or discussions and preliminary agreements made prior to the date hereof. This Agreement may not be changed except in writing executed by both Parties.

Section 10. Notices. Any notice, request, information or other document to be given hereunder to any of the Parties by any other Party shall be in writing and shall be deemed given and served upon delivery, if delivered personally, or three days after mailing by United States mail as follows:

If to VLL: Vineyard Little League
Attn: Todd Hartman
hartman_t@yahoo.com

If to DISTRICT: Etiwanda School District
Attn: Assistant Superintendent – Business Services
6061 East Avenue
Etiwanda, CA 91739

Any Party may change the address or persons to which notices are to be sent to it by giving the written notice that such change of address or persons to the other Party in the manner provided for giving notice.

Section 11. Official Representatives. The official representative for District shall be the Assistant Superintendent-Business Services or his designee. The official representative for VLL shall be Todd Hartman or his/her designee.

Section 12. Employees/Independent Contractors.

(a) For purposes of this Agreement, all persons employed by VLL in the performance of services and functions with respect to this Agreement shall be deemed employees of VLL and no VLL employee shall be considered as an employee of the District under the jurisdiction of District, nor shall such VLL employees have any District employment, benefit, or other status while an employee of the VLL.

(b) VLL shall have no authority to contract on behalf of District. It is expressly understood and agreed by both Parties hereto that VLL, while engaged in carrying out and complying with any terms of this Agreement, is not acting as an agent, officer, or employee of District.

Section 13. Assignment. VLL, as a licensee, acknowledges that the rights conferred herein are personal to VLL and do not operate to confer on or vest in VLL any title, interest, or estate in the Property or any part thereof, and therefore, VLL shall not assign, pledge or mortgage the Property or any portion thereof, by, though or pursuant to this Agreement.

Section 14. Nondiscrimination. In utilizing the Agreement, VLL shall comply with all applicable non-discrimination laws and shall not discriminate against any person on account of race, color, religion, age, sex, marital status, mental or physical disability,

gender, gender identity, gender expression, sexual orientation, genetic information, ethnicity, ethnic group identification, national origin or nationality, ancestry, or a perception that a person has any of these characteristics or that the person is associated with a person who has, or is perceived to have, any of these characteristics.

Section 15. As-Is Condition. The Facilities are licensed in as-is condition and District makes no representation or warranty of any kind regarding the character of the Facilities.

Section 16. Exhibits. The following exhibit is attached hereto and incorporated and made a part of this Agreement:

Exhibit A: Activity Description and Schedule

Section 17. Recitals. The Recitals are incorporated into this Agreement as though fully set forth herein.

Section 18. Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between the District and VLL. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

Section 19. Ambiguities Not to Be Construed against Drafting Party. The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel drafted the contract is expressly waived by each of the Parties hereto with respect to this Agreement.

Section 20. Nonliability of Officials. No officer, member, employee, agent, or representative of the Parties shall be personally liable for any amounts due hereunder, and no judgment or execution entered in any action under this Agreement shall be personally enforced against any such officer, official, member, employee, agent, or representative

Section 21. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement

Section 22. Signs. VLL shall not have the right to place, construct or maintain any sign, advertisement, (excluding scoreboard), sponsors, awning, banner, or other external decorations on the improvements that are a part of the Facilities without District's prior written consent, which consent is at the District's sole discretion.

Section 23. Time of the Essence. Time is of the essence with respect to each of the terms, covenants, and conditions of this Agreement.

Section 24. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in force without being impaired or invalidated in any way.

Section 25. No District Affiliation/Endorsement. VLL shall not imply, indicate or otherwise suggest that VLL's use and/or any related activities are connected or affiliated with, or are endorsed, favored or supported by, or are opposed by the District. No signage, flyers or other material may reference the District, any school name, logo or mascot without the District's prior written consent, except that VLL may indicate the location of VLL's Program.

Section 26. Board Approval. This Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the District's Board of Trustees.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date referenced in the first paragraph of this Agreement.

DISTRICT: **ETIWANDA SCHOOL DISTRICT**

By:  Date 2/7/22
Its:

CITY: **VINEYARD LITTLE LEAGUE**

By: Todd Hartman Date 1/17/2022
Its:

Exhibit "A"

Description and Schedule of Activities

(To Be Inserted)

Division	Day	Date	Time	Field	Visitor	Home
Challengers	Saturday	5-Mar	8:30	1	Angels	Dodgers
Majors	Saturday	5-Mar	10:30	1	Marlins	Nationals
Majors	Saturday	5-Mar	13:00	1	Rangers	Royals
Majors	Saturday	5-Mar	15:30	1	Padres	Pirates
Majors	Saturday	5-Mar	18:00	1	Yankees	Dodgers
Tball	Saturday	5-Mar	8:30	2	Angels	Athletics
AAA	Saturday	5-Mar	10:00	2	Braves	Blue Jays
AAA	Saturday	5-Mar	12:30	2	Dodgers	Twins
AAA	Saturday	5-Mar	15:00	2	Angels	White Sox
AA	Saturday	5-Mar	9:00	3	Diamondbacks	Blue Jays
AA	Saturday	5-Mar	11:00	3	Angels	Braves
AA	Saturday	5-Mar	13:00	3	Dodgers	Athletics
AA	Saturday	5-Mar	15:00	3	White Sox	Padres
A	Saturday	5-Mar	8:30	4	Angels	Athletics
Tball	Saturday	5-Mar	10:00	4	Dodgers	Giants
Tball	Saturday	5-Mar	11:30	4	Padres	Rays
A	Saturday	5-Mar	13:00	4	Giants	Dodgers
A	Saturday	5-Mar	14:30	4	Padres	Rays
AAA	Monday	7-Mar	17:00	1	Blue Jays	White Sox
Majors	Monday	7-Mar	19:30	1	Nationals	Pirates
AAA	Tuesday	8-Mar	17:00	1	Twins	Braves
Majors	Tuesday	8-Mar	19:30	1	Marlins	Royals
AAA	Wednesday	9-Mar	17:00	1	Dodgers	Angels
Majors	Wednesday	9-Mar	19:30	1	Padres	Dodgers
Majors	Thursday	10-Mar	19:30	1	Yankees	Rangers
Challengers	Saturday	12-Mar	8:30	1	Dodgers	Angels
Majors	Saturday	12-Mar	10:30	1	Yankees	Padres
Majors	Saturday	12-Mar	13:00	1	Pirates	Dodgers
Majors	Saturday	12-Mar	15:30	1	Royals	Nationals
Majors	Saturday	12-Mar	18:00	1	Rangers	Marlins
Tball	Saturday	12-Mar	9:00	2	Giants	Angels
AAA	Saturday	12-Mar	10:30	2	Angels	Twins
AAA	Saturday	12-Mar	13:00	2	Braves	White Sox
AAA	Saturday	12-Mar	15:30	2	Dodgers	Blue Jays
AA	Saturday	12-Mar	9:00	3	Diamondbacks	Dodgers
AA	Saturday	12-Mar	11:00	3	Athletics	Blue Jays
AA	Saturday	12-Mar	13:00	3	White Sox	Angels
AA	Saturday	12-Mar	15:00	3	Padres	Braves
A	Saturday	12-Mar	9:00	4	Angels	Dodgers
A	Saturday	12-Mar	10:30	4	Athletics	Rays
A	Saturday	12-Mar	12:00	4	Giants	Padres
Tball	Saturday	12-Mar	13:30	4	Athletics	Rays
Tball	Saturday	12-Mar	15:00	4	Dodgers	Padres
AAA	Monday	14-Mar	17:00	1	Angels	Blue Jays
Majors	Monday	14-Mar	19:30	1	Padres	Marlins
A	Monday	14-Mar	17:00	2	Dodgers	Rays

AA	Monday	14-Mar	17:00	3	Braves	Athletics
Tball	Monday	14-Mar	17:00	4	Giants	Dodgers
AAA	Tuesday	15-Mar	17:00	1	Twins	White Sox
Majors	Tuesday	15-Mar	19:30	1	Dodgers	Nationals
A	Tuesday	15-Mar	17:00	2	Giants	Angels
AA	Tuesday	15-Mar	17:00	3	Blue Jays	Angels
Tball	Tuesday	15-Mar	17:00	4	Athletics	Angels
AAA	Wednesday	16-Mar	17:00	1	Braves	Dodgers
Majors	Wednesday	16-Mar	19:30	1	Royals	Yankees
A	Wednesday	16-Mar	17:00	2	Padres	Athletics
AA	Wednesday	16-Mar	17:00	3	Padres	Diamondbacks
Tball	Wednesday	16-Mar	17:00	4	Rays	Padres
AA	Thursday	17-Mar	17:00	3	White Sox	Dodgers
Majors	Thursday	17-Mar	19:30	1	Pirates	Rangers
AAA	Monday	28-Mar	17:00	1	White Sox	Braves
Majors	Monday	28-Mar	19:30	1	Royals	Padres
A	Monday	28-Mar	17:00	2	Dodgers	Giants
AA	Monday	28-Mar	17:00	3	Blue Jays	Dodgers
Tball	Monday	28-Mar	17:00	4	Giants	Rays
AAA	Tuesday	29-Mar	17:00	1	Blue Jays	Dodgers
Majors	Tuesday	29-Mar	19:30	1	Yankees	Pirates
A	Tuesday	29-Mar	17:00	2	Athletics	Angels
AA	Tuesday	29-Mar	17:00	3	Braves	Diamondbacks
Tball	Tuesday	29-Mar	17:00	4	Dodgers	Angels
AAA	Wednesday	30-Mar	17:00	1	Twins	Angels
Majors	Wednesday	30-Mar	19:30	1	Rangers	Nationals
A	Wednesday	30-Mar	17:00	2	Rays	Padres
AA	Wednesday	30-Mar	17:00	3	Athletics	White Sox
Tball	Thursday	31-Mar	17:00	1	Padres	Athletics
Majors	Thursday	31-Mar	19:30	1	Dodgers	Marlins
AA	Thursday	31-Mar	17:00	3	Angels	Padres
Challengers	Saturday	2-Apr	8:30	1	Angels	Dodgers
Majors	Saturday	2-Apr	10:30	1	Dodgers	Rangers
Majors	Saturday	2-Apr	13:00	1	Nationals	Padres
Majors	Saturday	2-Apr	15:30	1	Yankees	Marlins
Majors	Saturday	2-Apr	18:00	1	Pirates	Royals
Tball	Saturday	2-Apr	9:00	2	Athletics	Dodgers
AAA	Saturday	2-Apr	10:30	2	Dodgers	White Sox
AAA	Saturday	2-Apr	13:00	2	Twins	Blue Jays
AAA	Saturday	2-Apr	15:30	2	Braves	Angels
AA	Saturday	2-Apr	9:00	3	Blue Jays	Braves
AA	Saturday	2-Apr	11:00	3	Angels	Athletics
AA	Saturday	2-Apr	13:00	3	Dodgers	Padres
AA	Saturday	2-Apr	15:00	3	Diamondbacks	White Sox
A	Saturday	2-Apr	9:00	4	Athletics	Giants
Tball	Saturday	2-Apr	10:30	4	Rays	Angels
Tball	Saturday	2-Apr	12:00	4	Giants	Padres

A	Saturday	2-Apr	13:30	4	Rays	Angels
A	Saturday	2-Apr	15:00	4	Dodgers	Padres
AAA	Monday	4-Apr	17:00	1	Dodgers	Twins
Majors	Monday	4-Apr	19:30	1	Nationals	Pirates
A	Monday	4-Apr	17:00	2	Dodgers	Angels
AA	Monday	4-Apr	17:00	3	Angels	Blue Jays
Tball	Monday	4-Apr	17:00	4	Rays	Athletics
AAA	Tuesday	5-Apr	17:00	1	White Sox	Angels
Majors	Tuesday	5-Apr	19:30	1	Marlins	Royals
A	Tuesday	5-Apr	17:00	2	Padres	Giants
AA	Tuesday	5-Apr	17:00	3	Braves	Athletics
Tball	Tuesday	5-Apr	17:00	4	Padres	Dodgers
Majors	Wednesday	6-Apr	17:00	1	Padres	Dodgers
Majors	Wednesday	6-Apr	19:30	1	Yankees	Rangers
AAA	Wednesday	6-Apr	17:00	2	Blue Jays	Braves
A	Wednesday	6-Apr	17:00	4	Rays	Athletics
Challengers	Saturday	9-Apr	8:30	1	Dodgers	Angels
Majors	Saturday	9-Apr	10:30	1	Nationals	Marlins
Majors	Saturday	9-Apr	13:00	1	Royals	Rangers
Majors	Saturday	9-Apr	15:30	1	Pirates	Padres
Majors	Saturday	9-Apr	18:00	1	Dodgers	Yankees
Tball	Saturday	9-Apr	9:00	2	Padres	Angels
AAA	Saturday	9-Apr	10:30	2	Braves	Dodgers
AAA	Saturday	9-Apr	13:00	2	Blue Jays	Angels
AAA	Saturday	9-Apr	15:30	2	White Sox	Twins
AA	Saturday	9-Apr	9:00	3	Athletics	Padres
AA	Saturday	9-Apr	11:00	3	Braves	Dodgers
AA	Saturday	9-Apr	13:00	3	Angels	Diamondbacks
AA	Saturday	9-Apr	15:00	3	Blue Jays	White Sox
A	Saturday	9-Apr	9:00	4	Padres	Angels
A	Saturday	9-Apr	10:30	4	Rays	Giants
A	Saturday	9-Apr	12:00	4	Athletics	Dodgers
Tball	Saturday	9-Apr	13:30	4	Rays	Dodgers
Tball	Saturday	9-Apr	15:00	4	Athletics	Giants
Majors	Monday	11-Apr	17:00	1	Marlins	Pirates
Majors	Monday	11-Apr	19:30	1	Dodgers	Royals
AAA	Monday	11-Apr	17:00	2	Dodgers	White Sox
AA	Monday	11-Apr	17:00	3	White Sox	Dodgers
AAA	Tuesday	12-Apr	17:00	1	Braves	Angels
Majors	Tuesday	12-Apr	19:30	1	Padres	Rangers
A	Tuesday	12-Apr	17:00	2	Angels	Rays
AA	Tuesday	12-Apr	17:00	3	Diamondbacks	Padres
A	Tuesday	12-Apr	17:00	4	Padres	Dodgers
AAA	Thursday	14-Apr	17:00	1	Blue Jays	Twins
Majors	Thursday	14-Apr	19:30	1	Nationals	Yankees
A	Thursday	14-Apr	17:00	2	Giants	Athletics
AA	Thursday	14-Apr	17:00	3	Athletics	Braves

Tball	Thursday	14-Apr	17:00	4	Giants	Angels
Challengers	Saturday	16-Apr	8:30	1	Angels	Dodgers
Majors	Saturday	16-Apr	10:30	1	Royals	Pirates
Majors	Saturday	16-Apr	13:00	1	Marlins	Yankees
Majors	Saturday	16-Apr	15:30	1	Rangers	Dodgers
Majors	Saturday	16-Apr	18:00	1	Padres	Nationals
Tball	Saturday	16-Apr	9:00	2	Dodgers	Giants
AAA	Saturday	16-Apr	10:30	2	Braves	Twins
AAA	Saturday	16-Apr	13:00	2	White Sox	Blue Jays
AAA	Saturday	16-Apr	15:30	2	Angels	Dodgers
AA	Saturday	16-Apr	9:00	3	Athletics	Diamondbacks
AA	Saturday	16-Apr	11:00	3	White Sox	Braves
AA	Saturday	16-Apr	13:00	3	Padres	Blue Jays
AA	Saturday	16-Apr	15:00	3	Dodgers	Angels
A	Saturday	16-Apr	9:00	4	Giants	Dodgers
Tball	Saturday	16-Apr	10:30	4	Padres	Rays
Tball	Saturday	16-Apr	12:00	4	Angels	Athletics
A	Saturday	16-Apr	13:30	4	Padres	Rays
A	Saturday	16-Apr	15:00	4	Angels	Athletics
AAA	Monday	18-Apr	17:00	1	Angels	Twins
Majors	Monday	18-Apr	19:30	1	Rangers	Yankees
A	Monday	18-Apr	17:00	2	Athletics	Padres
AA	Monday	18-Apr	17:00	3	Padres	White Sox
Tball	Monday	18-Apr	17:00	4	Athletics	Padres
AAA	Tuesday	19-Apr	17:00	1	Blue Jays	Dodgers
Majors	Tuesday	19-Apr	19:30	1	Pirates	Nationals
A	Tuesday	19-Apr	17:00	2	Rays	Dodgers
AA	Tuesday	19-Apr	17:00	3	Athletics	Dodgers
AAA	Wednesday	20-Apr	17:00	1	White Sox	Braves
Majors	Wednesday	20-Apr	19:30	1	Royals	Marlins
A	Wednesday	20-Apr	17:00	2	Angels	Giants
AA	Wednesday	20-Apr	17:00	3	Braves	Angels
Tball	Wednesday	20-Apr	17:00	4	Angels	Dodgers
Tball	Thursday	21-Apr	17:00	1	Rays	Giants
Majors	Thursday	21-Apr	19:30	1	Dodgers	Padres
AA	Thursday	21-Apr	17:00	3	Blue Jays	Diamondbacks
Challengers	Saturday	23-Apr	8:30	1	Dodgers	Angels
Majors	Saturday	23-Apr	10:30	1	Padres	Yankees
Majors	Saturday	23-Apr	13:00	1	Dodgers	Pirates
Majors	Saturday	23-Apr	15:30	1	Royals	Nationals
Majors	Saturday	23-Apr	18:00	1	Rangers	Marlins
Tball	Saturday	23-Apr	9:00	2	Dodgers	Padres
AAA	Saturday	23-Apr	10:30	2	White Sox	Dodgers
AAA	Saturday	23-Apr	13:00	2	Angels	Braves
AAA	Saturday	23-Apr	15:30	2	Twins	Blue Jays
AA	Saturday	23-Apr	9:00	3	Angels	White Sox
AA	Saturday	23-Apr	11:00	3	Braves	Padres

AA	Saturday	23-Apr	13:00	3	Blue Jays	Athletics
AA	Saturday	23-Apr	15:00	3	Dodgers	Diamondbacks
A	Saturday	23-Apr	9:00	4	Giants	Padres
A	Saturday	23-Apr	10:30	4	Angels	Dodgers
A	Saturday	23-Apr	12:00	4	Athletics	Rays
Tball	Saturday	23-Apr	13:30	4	Angels	Giants
Tball	Saturday	23-Apr	15:00	4	Athletics	Rays
Majors	Monday	25-Apr	17:00	1	Yankees	Royals
Majors	Monday	25-Apr	19:30	1	Nationals	Dodgers
AAA	Monday	25-Apr	17:00	2	Twins	Angels
AA	Monday	25-Apr	17:00	3	Padres	Diamondbacks
AAA	Tuesday	26-Apr	17:00	1	Braves	White Sox
Majors	Tuesday	26-Apr	19:30	1	Marlins	Padres
Tball	Tuesday	26-Apr	17:00	2	Athletics	Giants
AA	Tuesday	26-Apr	17:00	3	Dodgers	White Sox
AAA	Thursday	28-Apr	17:00	1	Blue Jays	Dodgers
Majors	Thursday	28-Apr	19:30	1	Rangers	Pirates
Tball	Thursday	28-Apr	17:00	2	Angels	Padres
AA	Thursday	28-Apr	17:00	3	Blue Jays	Angels
Tball	Thursday	28-Apr	17:00	4	Rays	Dodgers
Majors	Saturday	30-Apr	8:00	1	Rangers	Royals
Majors	Saturday	30-Apr	10:30	1	Marlins	Nationals
Majors	Saturday	30-Apr	13:00	1	Dodgers	Yankees
Majors	Saturday	30-Apr	15:30	1	Padres	Pirates
Tball	Saturday	30-Apr	9:00	2	Padres	Giants
AAA	Saturday	30-Apr	10:30	2	Angels	Blue Jays
AAA	Saturday	30-Apr	13:00	2	Twins	White Sox
AAA	Saturday	30-Apr	15:30	2	Dodgers	Braves
AA	Saturday	30-Apr	9:00	3	Padres	Dodgers
AA	Saturday	30-Apr	11:00	3	Diamondbacks	White Sox
AA	Saturday	30-Apr	13:00	3	Braves	Blue Jays
AA	Saturday	30-Apr	15:00	3	Athletics	Angels
A	Saturday	30-Apr	9:00	4	Padres	Dodgers
Tball	Saturday	30-Apr	10:30	4	Dodgers	Athletics
Tball	Saturday	30-Apr	12:00	4	Angels	Rays
A	Saturday	30-Apr	13:30	4	Giants	Athletics
A	Saturday	30-Apr	15:00	4	Angels	Rays
AAA	Monday	2-May	17:00	1	Blue Jays	Braves
Majors	Monday	2-May	19:30	1	Marlins	Dodgers
A	Monday	2-May	17:00	2	Giants	Rays
AA	Monday	2-May	17:00	3	White Sox	Athletics
Tball	Monday	2-May	17:00	4	Giants	Rays
AAA	Tuesday	3-May	17:00	1	Twins	Dodgers
Majors	Tuesday	3-May	19:30	1	Nationals	Rangers
A	Tuesday	3-May	17:00	2	Angels	Padres
AA	Tuesday	3-May	17:00	3	Padres	Angels
Tball	Tuesday	3-May	17:00	4	Padres	Athletics

AAA	Wednesday	4-May	17:00	1	Angels	White Sox
Majors	Wednesday	4-May	19:30	1	Pirates	Yankees
A	Wednesday	4-May	17:00	2	Athletics	Dodgers
AA	Wednesday	4-May	17:00	3	Dodgers	Blue Jays
Tball	Thursday	5-May	17:00	1	Dodgers	Angels
Majors	Thursday	5-May	19:30	1	Padres	Royals
AA	Thursday	5-May	17:00	3	Diamondbacks	Braves
Challengers	Saturday	7-May	8:30	1	Angels	Dodgers
Majors	Saturday	7-May	10:30	1	Pirates	Dodgers
Majors	Saturday	7-May	13:00	1	Yankees	Padres
Majors	Saturday	7-May	15:30	1	Marlins	Rangers
Majors	Saturday	7-May	18:00	1	Nationals	Royals
Tball	Saturday	7-May	9:00	2	Rays	Athletics
AAA	Saturday	7-May	10:30	2	White Sox	Blue Jays
AAA	Saturday	7-May	13:00	2	Angels	Dodgers
AAA	Saturday	7-May	15:30	2	Braves	Twins
AA	Saturday	7-May	9:00	3	White Sox	Blue Jays
AA	Saturday	7-May	11:00	3	Diamondbacks	Angels
AA	Saturday	7-May	13:00	3	Dodgers	Braves
AA	Saturday	7-May	15:00	3	Padres	Athletics
A	Saturday	7-May	9:00	4	Rays	Athletics
A	Saturday	7-May	10:30	4	Padres	Giants
A	Saturday	7-May	12:00	4	Dodgers	Angels
Tball	Saturday	7-May	13:30	4	Padres	Dodgers
Tball	Saturday	7-May	15:00	4	Giants	Angels
AAA	Monday	9-May	17:00	1	Dodgers	Braves
Majors	Monday	9-May	19:30	1	Rangers	Padres
AA	Monday	9-May	17:00	3	Angels	Braves
AAA	Tuesday	10-May	17:00	1	Blue Jays	Angels
Majors	Tuesday	10-May	19:30	1	Royals	Dodgers
A	Tuesday	10-May	17:00	2	Padres	Athletics
AA	Tuesday	10-May	17:00	3	White Sox	Padres
Tball	Tuesday	10-May	17:00	4	Angels	Rays
AAA	Wednesday	11-May	17:00	1	White Sox	Twins
Majors	Wednesday	11-May	19:30	1	Pirates	Marlins
A	Wednesday	11-May	17:00	2	Dodgers	Rays
AA	Wednesday	11-May	17:00	3	Diamondbacks	Blue Jays
Tball	Wednesday	11-May	17:00	4	Padres	Giants
A	Thursday	12-May	17:00	1	Giants	Angels
Majors	Thursday	12-May	19:30	1	Yankees	Nationals
Tball	Thursday	12-May	17:00	2	Dodgers	Athletics
AA	Thursday	12-May	17:00	3	Dodgers	Athletics
Tball	Saturday	14-May	9:00	2	Rays	Padres
AAA	Saturday	14-May	10:30	2	Game 1	AAA
AAA	Saturday	14-May	13:00	2	Game 2	AAA

AA	Saturday	14-May	9:00	3	Athletics	Angels
AA	Saturday	14-May	11:00	3	Padres	Dodgers
AA	Saturday	14-May	13:00	3	White Sox	Diamondbacks
AA	Saturday	14-May	15:00	3	Blue Jays	Braves
A	Saturday	14-May	9:00	4	Rays	Padres
Tball	Saturday	14-May	10:30	4	Athletics	Angels
Tball	Saturday	14-May	12:00	4	Giants	Dodgers
A	Saturday	14-May	13:30	4	Athletics	Angels
A	Saturday	14-May	15:00	4	Dodgers	Giants
AAA	Monday	16-May	17:00	1	Game 3	AAA
AA	Monday	16-May	17:00	2	Angels	Diamondbacks
AA	Monday	16-May	17:00	3	Braves	Dodgers
A	Monday	16-May	17:00	4	Dodgers	Padres
AAA	Tuesday	17-May	17:00	2	Game 4	AAA
AA	Tuesday	17-May	17:00	3	Blue Jays	White Sox
A	Tuesday	17-May	17:00	4	Athletics	Giants
A	Thursday	19-May	17:00	2	Rays	Angels
AA	Thursday	19-May	17:00	3	Athletics	Padres
AAA	Saturday	21-May	9:00	1	Game 5	AAA
Tball	Saturday	21-May	9:00	2	Dodgers	Rays
AAA	Saturday	21-May	10:30	2	Game 6	AAA
AAA	Saturday	21-May	13:00	2	Game 7	AAA
AA	Saturday	21-May	9:00	3	Braves	White Sox
AA	Saturday	21-May	11:00	3	Blue Jays	Padres
AA	Saturday	21-May	13:00	3	Diamondbacks	Athletics
AA	Saturday	21-May	15:00	3	Angels	Dodgers
A	Saturday	21-May	9:00	4	Giants	Rays
A	Saturday	21-May	10:30	4	Dodgers	Athletics
A	Saturday	21-May	12:00	4	Angels	Padres
Tball	Saturday	21-May	13:30	4	Giants	Athletics
Tball	Saturday	21-May	15:00	4	Angels	Padres
AAA	Monday	23-May	17:00	1	Game 8	AAA
A	Monday	23-May	17:00	2	Angels	Giants
Tball	Monday	23-May	17:00	4	Angels	Dodgers
A	Tuesday	24-May	17:00	1	Rays	Dodgers
AA	Tuesday	24-May	19:00	1	Diamondbacks	Braves
Tball	Tuesday	24-May	17:00	2	Rays	Giants

A	Wednesday	25-May	17:00	1	Athletics	Padres
AA	Wednesday	25-May	19:00	1	Dodgers	Blue Jays
Tball	Wednesday	25-May	17:00	2	Athletics	Padres
AAA	Thursday	26-May	17:00	1	Game 9	AAA
AAA	Tuesday	31-May	17:00	1	Game 10	AAA
AA	Wednesday	1-Jun	17:00	1	White Sox	Athletics
AA	Wednesday	1-Jun	19:00	1	Padres	Angels
AAA	Thursday	2-Jun	17:00	1	Game 11	AAA

W4022422R-01

Print Form

Etiwanda School District Agreement for Professional Services

Please check type of service: Presenter

Originating School or Department: West Heritage Elementary Date: 02/07/2022

WHEREAS, CONTRACTOR represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONTRACTOR for the special services and advice described herein.

NOW THEREFORE, The DISTRICT hereby engages CONTRACTOR, and CONTRACTOR agrees to perform the professional services as hereinafter set forth and it is mutually agreed by the parties hereto as follows:

1. **THIS AGREEMENT** is made and entered into this 02/07/2022 (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and

Prismatic Magic, (hereafter "CONTRACTOR") located at
Address: PO Box 11678 City: Fort Worth, TX Zip: 76110

Social Security Number or Taxpayer I.D. No. (for 1099): _____

2. **TERM:** The term of this agreement shall be for the period commencing on 02/07/2022 (date) through 4-15-2022 (date) inclusive; or, services shall be provided on the following

dates February 28, 2022 and April 15, 2022.

3. **SCOPE:** The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description): Prismatic Magic will provide virtual presentations on the two dates listed. February 28, 2022 will be the Virtual Reader show and April 15, 2022, will be a virtual show on Antbullying. Each show costs \$599.00.

4. **COMPENSATION:** The DISTRICT agrees to pay CONTRACTOR the amount of \$ 1,198.00 for the performance of all services rendered pursuant to this Agreement. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The CONTRACTOR shall provide its own equipment, vehicle, materials, supplies, food, travel, lodging, incidentals and tools, etc. which may be required for the proper performance of this Agreement. The CONTRACTOR is responsible for any retirement fees and State and Federal taxes associated with this agreement. Each party shall cooperate with the other party.

5. **FINGERPRINT OBLIGATIONS OF CONSULTANT:**

If the box to the left is checked, CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT'S pupils and shall complete and include the attached Fingerprint Requirement Form and Exhibit A (List of Employees Who May Come in Contact with Pupils). If at any time during the term of this Agreement CONTRACTOR is either notified by the Department of Justice or otherwise becomes aware that any employee of CONTRACTOR performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, CONTRACTOR agrees to immediately notify the DISTRICT and remove said employee from performing services on this Agreement.

IN WITNESS WHEREOF, the DISTRICT and CONTRACTOR have executed this Agreement effective as of the date written first above and becoming valid upon approval of the Etiwanda School DISTRICT.

CONTRACTOR: Rayleigh Ames
Signature of CONTRACTOR

2/7/2022
Date

ETIWANDA SCHOOL DISTRICT: [Signature]
Signature of Superintendent/Designee

2/9/22
Date

AGREEMENT TERMS & CONDITIONS

1. STATUS OF CONTRACTOR: It is agreed that the DISTRICT is interested only in the results obtained from service hereunder and that the CONTRACTOR shall perform as an independent CONTRACTOR with sole control of the manner and means of performing the services required under this Agreement. CONTRACTOR shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of the CONTRACTOR and which shall not be subject to control or supervision by the DISTRICT except as to the results of the work. CONTRACTOR is, for all purposes arising out of this Agreement, an independent CONTRACTOR, and neither CONTRACTOR nor its employees shall be deemed an employee, officer or agent of the DISTRICT for any purpose. It is expressly understood and agreed that CONTRACTOR and its employees shall in no event be entitled to any DISTRICT benefits to which DISTRICT employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.
 - (a) CONTRACTOR may, at CONTRACTOR's own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this Agreement. DISTRICT will not train, control, direct, or supervise CONTRACTOR's assistants or employees in the performance of those services.
 - (b) If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this Agreement will be performed at times other than CONTRACTOR's regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.
 - (c) CONTRACTOR agrees to procure and maintain in full force and effect worker's compensation insurance covering his or her employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of California Worker's Compensation Act is filed against the DISTRICT by a bona fide employee of CONTRACTOR participating under this Agreement, CONTRACTOR agrees to defend and hold harmless the DISTRICT from such claims.
 - (d) The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, travel, lodging, incidentals and material necessary to furnish the service herein described, the service to be performed at such times and places as directed by and subject to the approval of the authorized DISTRICT representative indicated in the specifications.
2. WORKMEN AND SUB CONTRACTOR:
 - (a) Contractor shall at all times enforce strict discipline and good order among his/her employees and subcontractors and shall not employ on this work any unfit person or anyone not skilled in work assigned to him/her.
 - (b) Any person in the employ of the Contractor whom the DISTRICT may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the DISTRICT.
 - (c) Sub-contractors, if any engaged by the Contractor for this service shall be subject to the approval of the DISTRICT. Contractor shall be held responsible for all operations of sub-contractors and shall require them to maintain adequate Worker's Compensation and public liability insurance.
 - (d) Contractor shall provide continuous competent supervision of personnel employed on the job, use of equipment and quality of workmanship.
3. ANTI DISCRIMINATION: It is the policy of the Etiwanda School District Board of Trustees, that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employees engaged in the work because of race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex or sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics, and therefore the Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment Practice Act, beginning with Labor-Code Section 1410 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliances by all sub-contractors employed on the work by him/her.
4. OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY: All products of work produced pursuant to this Agreement shall be the sole property of the DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT. DISTRICT and CONTRACTOR mutually agree that any written material or any copyrightable work of any nature created by CONTRACTOR pursuant to this Agreement shall be considered a "work made for hire" and DISTRICT the "copyright owner" thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that DISTRICT shall own all of the rights comprised in the copyright of said written material or copyrightable work. CONTRACTOR shall hold in trust for the DISTRICT, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the DISTRICT's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documentation. Contractor shall observe all Federal, State, and local laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Family Educational Rights and Privacy Act and any subsequent revisions thereto, concerning the security and privacy of student/patient records and information, as applicable. For software agreements, unless otherwise specified, the data is owned by the DISTRICT, not the program.

5. HOLD HARMLESS CLAUSE: The Contractor agrees to and does hereby indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
 - (a) Liability for damage for (1) death or bodily injury to persons, (2) injury to, loss theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, and;
 - (b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or my independent contract, including all damages due to loss of or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct or anyone employed by the Contractor, whether directly or by independent contract.
 - (c) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit, or other proceedings as a result thereof.
 - (d) Any liability which may arise from the furnishing of use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, under the Contract.
6. INSURANCE: The CONTRACTOR shall, at his or her expense, carry adequate insurance to fully protect both the CONTRACTOR and the DISTRICT from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the CONTRACTOR is traveling to or from a work-related location. CONTRACTOR shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CONTRACTOR's negligent or willful acts and/or omissions in rendering any services hereunder. CONTRACTOR shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning CONTRACTOR or any employee and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with CONTRACTOR's performance under this Agreement. The CONTRACTOR shall take out, prior to the commencement of any program, presentation or work, and maintain through the completion of any such program, presentation or work, General Liability insurance of a \$1,000,000.00 minimum per occurrence and \$2,000,000 in aggregate and to produce and provide to the DISTRICT a valid and current Certificate of Insurance naming the DISTRICT and the California Schools Risk Management as additional insured. Consultants, Independent Charter Schools, Professional Service Providers including but not limited to auditors, engineers, insurance brokers, specified medical practitioners, bus transportation, and contractors, etc., shall take out, prior to commencement of any program, presentation or work, and maintain through the completion of any such program, insurance as noted at etiwanda.org/insurance.
7. PAYMENT: Unless otherwise specified, the Contractor shall render invoices for materials delivered or services performed under the Contract. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The DISTRICT shall make payment for materials, supplies, or other services furnished under this Agreement within a reasonable and proper time after acceptance thereof by the authorized DISTRICT representative. Should the Contractor utilize subcontractors on the Project, the DISTRICT will retain five percent (5%) of the Project cost for a period not to exceed sixty (60) days after the Project has been completed. The DISTRICT may withhold a sufficient amount or amounts of any payment or payments otherwise due to the Contractor, as in its judgment may be necessary to cover:
 - (a) Payments which may be past due and payable for just claims against the Contractor or any subcontractors for labor or materials furnished in the performance under this Contract.
 - (b) The cost of defective work which the Contractor has not remedied.
 - (c) Penalties for violation of labor laws.
 - (d) Damage to the DISTRICT or another subcontractor.
 - (e) Site clean-up.
8. ASSIGNMENTS OF CONTRACT: The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the DISTRICT and without such consent all services hereunder are to be performed solely by CONTRACTOR, its officers, agents and employees.
9. AGREEMENT CHANGES: No changes or alternations to this agreement shall be made without specific prior approval by the DISTRICT; and in no event shall the change or alteration exceed 10% of agreement.
10. NOTIFICATION: Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be

addressed to the parties at the addresses set forth in this Agreement for DISTRICT and CONTRACTOR. The foregoing addresses may be changed by written notice to the other party as provided herein.

11. USE OF MATERIALS: CONTRACTOR shall advise DISTRICT of any and all materials used, or recommended for use by CONTRACTOR in the performance of this Agreement, that are subject to any copyright restrictions or requirements. In the event CONTRACTOR shall fail to so advise DISTRICT and as a result of the use of any programs or materials developed or used by CONTRACTOR under this Agreement, DISTRICT should be found in violation of any copyright restrictions or requirement, CONTRACTOR agrees to indemnify, defend and hold harmless, the DISTRICT against any action or claim brought by the copyright holder.
12. SUBSTITUTIONS: No substitutions of materials specified shall be made without the prior approval of the DISTRICT.
13. HAZARDOUS WASTES AND UNKNOWN PHYSICAL CONDITIONS: The contractor is hereby notified of Public Contract Code Section 1704 which requires the contractor to notify the DISTRICT in writing of: (1) any material the contractor believes may be hazardous waste; (2) subsurface or latent physical conditions at the site differing from those indicated: (3) unknown physical conditions or any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the agreement.
14. GOVERNANCE: This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. AUDITS: Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of DISTRICT, CONTRACTOR, or any SUBCONTRACTOR connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.
16. SAFETY AND SECURITY: It shall be the responsibility of the Contractor to ascertain from the DISTRICT, the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.
17. DOCUMENT CONFLICT: In case of conflict between specifications and drawings and/or actual site conditions, such conflicts shall be resolved by a DISTRICT representative prior to the furtherance of the work.
18. LABOR CODE: Should this Project exceed One Thousand Dollars (\$1,000), Contractor shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, CH. 1 Articles 1.5, including the payment of the general prevailing wage rates. Copies of the prevailing rate of per diem wages are located at <https://www.dir.ca.gov/public-works/prevailing-wage.html>. Contractor shall maintain for audit by the DISTRICT, certified payroll records applicable to this Contract, starting wage rates, trades, payments made, and employee signatures. Copies of these records shall be furnished to the DISTRICT upon request. The Contractor must post these rates at the job site.
 - (a) Apprenticeable Occupations: The Contractor shall be responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations.
19. PROTECTION OF WORK & PROPERTY: The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safe guards, signs, barriers, lights and watchmen for protection of the work and the public and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or adjoining property, Contractor, without special instruction or authorization from DISTRICT, is hereby permitted to act, at his/her discretion, to prevent such threatened loss or injury.
20. ACCESS TO WORK: DISTRICT representatives shall at all times have access to work, wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.
21. OCCUPANCY: DISTRICT reserves the right to occupy buildings at any time before agreement completion, and such occupancy shall not extend the date specified or completion of the work.
22. FORCE MAJEURE CLAUSE: The parties to the Agreement shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the DISTRICT, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
23. PERMITS AND LICENSES: The Contractor and all of his/her employees or agents shall secure and maintain such licenses and permits as are required by law, in connection with the furnishing of materials, supplies or services herein listed.
24. CLEAN UP: Debris shall be removed from the premises. Job site shall be free of debris at all times when work is not actually being performed.
25. REBATES: Any financial rebates, refunds, inducements, or incentives issued by vendor in connection with agreement shall accrue directly to school district and not to any employee. If school district determines that vendor promised or provided any such incentive to school district employee, school district, in its sole discretion, may terminate any existing or future orders from vendor and/or take other appropriate action.
26. LIQUIDATED DAMAGES: Time is of the essence in this contract. Unless specified elsewhere in the agreement documents, if the work is not completed in the time allotted in the agreement documents it is agreed that Contractor shall pay to the DISTRICT as fixed and liquidated damages the amount of \$50.00 for each calendar day of delay until work is completed and accepted.

27. TERMINATION: DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and place set forth herein or in the event of an unexcused delay by the CONTRACTOR. DISTRICT may terminate this Agreement at any time and for any reason by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. In the event of termination, CONTRACTOR shall be paid the reasonable value of the services rendered up to the date of such termination, as determined by DISTRICT; all finished or unfinished documents prepared by CONTRACTOR shall become the property of the DISTRICT; and CONTRACTOR hereby waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein.
28. DISPUTES: In the event of a dispute between the parties as to the performance of the work included in the project, the interpretations of the bid or agreement document, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, the Contractor agrees it will neither rescind the agreement nor stop the progress of the work, but the Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in San Bernardino County, having competent jurisdiction of the dispute, after the project has been completed, and not before.
29. DEBARMENT AND SUSPENSION: In accordance with Executive Orders 12549 & 12689 (Debarment and Suspension), Seller certified by entering into this transaction, that neither it nor its principals are presently debarred, suspended, proposed for debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
30. ATTORNEY'S FEES: If suit is brought by either party to this Agreement to enforce any of its terms, the losing party shall pay the prevailing party all litigation expenses incurred, including attorney's fees, court costs, expert witness fees, and investigation expenses.
31. DEFAULT BY CONTRACTOR: Failure to comply with any of the terms and or conditions of this agreement shall constitute default by the contractor.

PRISMATIC MAGIC

The Agreement for the engagement is made on February 4, 2022 between
West Heritage Elementary School
(herein after *CLIENT*) and *Prismatic Magic LLC* (herein after *VENDOR*).

LOCATION of the engagement: West Heritage Elementary School

13690 W Constitution Way

Fontana, CA 92336

DATE of the engagement: February 28, 2022

TIME(s) of the engagement: 8:30 AM - 3:30 PM

PROGRAM THEME SELECTED: VIRTUAL: READER

EVENT FEE: \$599.00

SPECIFICATIONS/GENERAL TERMS:

Vendor and Client are aware and agree that:

- 1) No deposit is required; payment made to **PRISMATIC MAGIC LLC** is due the date of the engagement unless special circumstances apply (BOCES, Purchase Orders, etc). Special circumstances must be prearranged and agreed to in advance of the performance by all parties.

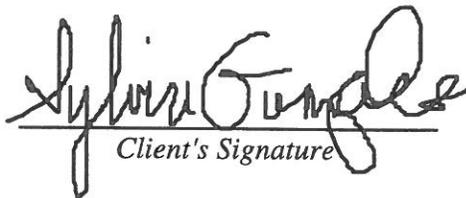
Preferred payment is by check. Payment may be mailed to:

**PRISMATIC MAGIC
PO BOX 11678
FORT WORTH, TX 76110**

Alternatively, payment may be made by credit card via a secure link that Vendor will email link to Client upon request.

- 2) Vendor will provide Client with a Vimeo link a few days before the program. It is the responsibility of Client to ensure the Vimeo link is distributed to those who will be accessing the virtual laser program - teachers, administrators, students, parents/guardians, etc. Client will not be held liable if individuals are not able to access the program due to the Vimeo link not being distributed as needed.
- 3) Unilateral cancellation by Client within 30 days of the scheduled performance is subject to a \$250 cancellation fee – i.e., cancellation prior to 30 days is without penalty. In the event of a cancellation by joint consent, each of the undersigned parties shall be solely responsible for its own incurred costs to that point and the Agreement is terminated.
- 4) Client understands that technology may malfunction without warning. In the case of a major malfunction that results in the postponement of the performance, Vendor will make best effort to reschedule the performance. If Vendor fails to satisfy Client's schedule, Client may elect to terminate this agreement.
- 5) In the event of unforeseen acts of God or other natural events, Vendor reserves the right to terminate this Agreement without penalty. In the event of school closing, the Parties will reschedule the event before the end of the school year, if possible.
- 6) Waiver of any provision of this Agreement by a party shall not constitute a waiver of any other provision.

It is further understood that this Agreement contains the whole agreement between Client and Vendor and this document supersedes any other terms, obligations, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this contract, not expressly set forth herein. This Agreement shall be governed in accordance with the laws of the state of the performance.


 Client's Signature


 Prismatic Magic LLC

 Tax Exempt Number (not needed for schools)

06-1578786
 Prismatic Magic's FID / EIN

2-7-2022
 Date

<p>SIGN AND EMAIL CONTRACT TO: info@prismaticmagic.com Or fax to: 866-779-7726 Or mail to: PRISMATIC MAGIC, LLC PO BOX 11678 FORT WORTH, TX 76110</p>
--

Ref: West Heritage Elementary School



The Agreement for the engagement is made on February 4, 2022 between
West Heritage Elementary School
(herein after *CLIENT*) and *Prismatic Magic LLC* (herein after *VENDOR*).

LOCATION of the engagement: West Heritage Elementary School

13690 W Constitution Way

Fontana, CA 92336

DATE of the engagement: April 15, 2022

TIME(s) of the engagement: 8:30 AM - 3:30 PM

PROGRAM THEME SELECTED: VIRTUAL: ANTIBULLYING

EVENT FEE: \$599.00

SPECIFICATIONS/GENERAL TERMS:

Vendor and Client are aware and agree that:

- 1) No deposit is required; payment made to **PRISMATIC MAGIC LLC** is due the date of the engagement unless special circumstances apply (BOCES, Purchase Orders, etc). Special circumstances must be prearranged and agreed to in advance of the performance by all parties.

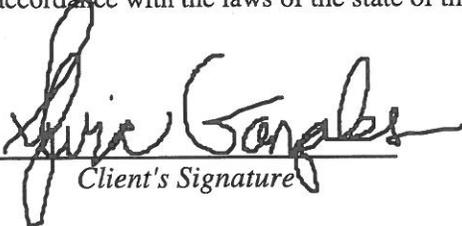
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PO BOX 11678
FORT WORTH, TX 76110

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 Client's Signature



 Prismatic Magic LLC

 Tax Exempt Number (not needed for schools)

06-1578786

 Prismatic Magic's FID / EIN

2-7-2022

 Date

SIGN AND EMAIL CONTRACT TO:
info@prismaticmagic.com
Or fax to: 866-779-7726
Or mail to: PRISMATIC MAGIC, LLC
PO BOX 11678
FORT WORTH, TX 76110

Ref: West Heritage Elementary School

W4022422R-02

Print Form

Etiwanda School District Agreement for Professional Services

Please check type of service: Consultant

Originating School or Department: West Heritage Elementary Date: 02/07/2022

WHEREAS, CONTRACTOR represents that he or she is specially trained, experienced, and competent to provide the special services and to give the advice called for by this Agreement; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONTRACTOR for the special services and advice described herein.

NOW THEREFORE, The DISTRICT hereby engages CONTRACTOR, and CONTRACTOR agrees to perform the professional services as hereinafter set forth and it is mutually agreed by the parties hereto as follows:

1. **THIS AGREEMENT** is made and entered into this 02/07/2022 (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and Sylvan Learning Center, (hereafter "CONTRACTOR") located at Address: 11398 Kenyon Way, Suite A City: Rancho Cucamonga Zip: 91701 Social Security Number or Taxpayer I.D. No. (for 1099): 33-0623072

2. **TERM:** The term of this agreement shall be for the period commencing on 02/08/2022 (date) through May 26, 2022 (date) inclusive; or, services shall be provided on the following dates School year 2021/2022

3. **SCOPE:** The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description): Provide intervention for selected WH students in the areas of Math and Reading

4. **COMPENSATION:** The DISTRICT agrees to pay CONTRACTOR the amount of \$ 10,800.00 for the performance of all services rendered pursuant to this Agreement. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The CONTRACTOR shall provide its own equipment, vehicle, materials, supplies, food, travel, lodging, incidentals and tools, etc. which may be required for the proper performance of this Agreement. The CONTRACTOR is responsible for any retirement fees and State and Federal taxes associated with this agreement. Each party shall cooperate with the other party.

5. **FINGERPRINT OBLIGATIONS OF CONSULTANT:** If the box to the left is checked, CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT'S pupils and shall complete and include the attached Fingerprint Requirement Form and Exhibit A (List of Employees Who May Come in Contact with Pupils). If at any time during the term of this Agreement CONTRACTOR is either notified by the Department of Justice or otherwise becomes aware that any employee of CONTRACTOR performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, CONTRACTOR agrees to immediately notify the DISTRICT and remove said employee from performing services on this Agreement.

IN WITNESS WHEREOF, the DISTRICT and CONTRACTOR have executed this Agreement effective as of the date written first above and becoming valid upon approval of the Etiwanda School DISTRICT.

CONTRACTOR: [Signature]
Signature of CONTRACTOR

2/8/2022
Date

ETIWANDA SCHOOL DISTRICT: [Signature]
Signature of Superintendent/Designee

2/14/22
Date

AGREEMENT TERMS & CONDITIONS

1. **STATUS OF CONTRACTOR:** It is agreed that the DISTRICT is interested only in the results obtained from service hereunder and that the CONTRACTOR shall perform as an independent CONTRACTOR with sole control of the manner and means of performing the services required under this Agreement. CONTRACTOR shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of the CONTRACTOR and which shall not be subject to control or supervision by the DISTRICT except as to the results of the work. CONTRACTOR is, for all purposes arising out of this Agreement, an independent CONTRACTOR, and neither CONTRACTOR nor its employees shall be deemed an employee, officer or agent of the DISTRICT for any purpose. It is expressly understood and agreed that CONTRACTOR and its employees shall in no event be entitled to any DISTRICT benefits to which DISTRICT employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.
 - (a) CONTRACTOR may, at CONTRACTOR's own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this Agreement. DISTRICT will not train, control, direct, or supervise CONTRACTOR's assistants or employees in the performance of those services.
 - (b) If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this Agreement will be performed at times other than CONTRACTOR's regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.
 - (c) CONTRACTOR agrees to procure and maintain in full force and effect worker's compensation insurance covering his or her employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of California Worker's Compensation Act is filed against the DISTRICT by a bona fide employee of CONTRACTOR participating under this Agreement, CONTRACTOR agrees to defend and hold harmless the DISTRICT from such claims.
 - (d) The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, travel, lodging, incidentals and material necessary to furnish the service herein described, the service to be performed at such times and places as directed by and subject to the approval of the authorized DISTRICT representative indicated in the specifications.
2. **WORKMEN AND SUB CONTRACTOR:**
 - (a) Contractor shall at all times enforce strict discipline and good order among his/her employees and subcontractors and shall not employ on this work any unfit person or anyone not skilled in work assigned to him/her.
 - (b) Any person in the employ of the Contractor whom the DISTRICT may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the DISTRICT.
 - (c) Sub-contractors, if any engaged by the Contractor for this service shall be subject to the approval of the DISTRICT. Contractor shall be held responsible for all operations of sub-contractors and shall require them to maintain adequate Worker's Compensation and public liability insurance.
 - (d) Contractor shall provide continuous competent supervision of personnel employed on the job, use of equipment and quality of workmanship.
3. **ANTI DISCRIMINATION:** It is the policy of the Etiwanda School District Board of Trustees, that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employees engaged in the work because of race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex or sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics, and therefore the Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment Practice Act, beginning with Labor-Code Section 1410 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliances by all sub-contractors employed on the work by him/her.
4. **OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY:** All products of work produced pursuant to this Agreement shall be the sole property of the DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT. DISTRICT and CONTRACTOR mutually agree that any written material or any copyrightable work of any nature created by CONTRACTOR pursuant to this Agreement shall be considered a "work made for hire" and DISTRICT the "copyright owner" thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that DISTRICT shall own all of the rights comprised in the copyright of said written material or copyrightable work. CONTRACTOR shall hold in trust for the DISTRICT, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the DISTRICT's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documentation. Contractor shall observe all Federal, State, and local laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Family Educational Rights and Privacy Act and any subsequent revisions thereto, concerning the security and privacy of student/patient records and information, as applicable. For software agreements, unless otherwise specified, the data is owned by the DISTRICT, not the program.

5. **HOLD HARMLESS CLAUSE:** The Contractor agrees to and does hereby indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
 - (a) Liability for damage for (1) death or bodily injury to persons, (2) injury to, loss theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, and;
 - (b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or my independent contract, including all damages due to loss of or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct or anyone employed by the Contractor, whether directly or by independent contract.
 - (c) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit, or other proceedings as a result thereof.
 - (d) Any liability which may arise from the furnishing of use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, under the Contract.
6. **INSURANCE:** The CONTRACTOR shall, at his or her expense, carry adequate insurance to fully protect both the CONTRACTOR and the DISTRICT from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the CONTRACTOR is traveling to or from a work-related location. CONTRACTOR shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CONTRACTOR's negligent or willful acts and/or omissions in rendering any services hereunder. CONTRACTOR shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning CONTRACTOR or any employee and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with CONTRACTOR's performance under this Agreement. The CONTRACTOR shall take out, prior to the commencement of any program, presentation or work, and maintain through the completion of any such program, presentation or work, General Liability insurance of a \$1,000,000.00 minimum per occurrence and \$2,000,000 in aggregate and to produce and provide to the DISTRICT a valid and current Certificate of Insurance naming the DISTRICT and the California Schools Risk Management as additional insured. Consultants, Independent Charter Schools, Professional Service Providers including but not limited to auditors, engineers, insurance brokers, specified medical practitioners, bus transportation, and contractors, etc., shall take out, prior to commencement of any program, presentation or work, and maintain through the completion of any such program, insurance as noted at etiwanda.org/insurance.
7. **PAYMENT:** Unless otherwise specified, the Contractor shall render invoices for materials delivered or services performed under the Contract. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of CONTRACTOR's invoice for services delivered. The DISTRICT shall make payment for materials, supplies, or other services furnished under this Agreement within a reasonable and proper time after acceptance thereof by the authorized DISTRICT representative. Should the Contractor utilize subcontractors on the Project, the DISTRICT will retain five percent (5%) of the Project cost for a period not to exceed sixty (60) days after the Project has been completed. The DISTRICT may withhold a sufficient amount or amounts of any payment or payments otherwise due to the Contractor, as in its judgment may be necessary to cover:
 - (a) Payments which may be past due and payable for just claims against the Contractor or any subcontractors for labor or materials furnished in the performance under this Contract.
 - (b) The cost of defective work which the Contractor has not remedied.
 - (c) Penalties for violation of labor laws.
 - (d) Damage to the DISTRICT or another subcontractor.
 - (e) Site clean-up.
8. **ASSIGNMENTS OF CONTRACT:** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the DISTRICT and without such consent all services hereunder are to be performed solely by CONTRACTOR, its officers, agents and employees.
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14. GOVERNANCE: This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. AUDITS: Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of DISTRICT, CONTRACTOR, or any SUBCONTRACTOR connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.
16. SAFETY AND SECURITY: It shall be the responsibility of the Contractor to ascertain from the DISTRICT, the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.
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21. OCCUPANCY: DISTRICT reserves the right to occupy buildings at any time before agreement completion, and such occupancy shall not extend the date specified or completion of the work.
22. FORCE MAJEURE CLAUSE: The parties to the Agreement shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the DISTRICT, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
23. PERMITS AND LICENSES: The Contractor and all of his/her employees or agents shall secure and maintain such licenses and permits as are required by law, in connection with the furnishing of materials, supplies or services herein listed.
24. CLEAN UP: Debris shall be removed from the premises. Job site shall be free of debris at all times when work is not actually being performed.
25. REBATES: Any financial rebates, refunds, inducements, or incentives issued by vendor in connection with agreement shall accrue directly to school district and not to any employee. If school district determines that vendor promised or provided any such incentive to school district employee, school district, in its sole discretion, may terminate any existing or future orders from vendor and/or take other appropriate action.
26. LIQUIDATED DAMAGES: Time is of the essence in this contract. Unless specified elsewhere in the agreement documents, if the work is not completed in the time allotted in the agreement documents it is agreed that Contractor shall pay to the DISTRICT as fixed and liquidated damages the amount of \$50.00 for each calendar day of delay until work is completed and accepted.

27. TERMINATION: DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and place set forth herein or in the event of an unexcused delay by the CONTRACTOR. DISTRICT may terminate this Agreement at any time and for any reason by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. In the event of termination, CONTRACTOR shall be paid the reasonable value of the services rendered up to the date of such termination, as determined by DISTRICT; all finished or unfinished documents prepared by CONTRACTOR shall become the property of the DISTRICT; and CONTRACTOR hereby waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein.
28. DISPUTES: In the event of a dispute between the parties as to the performance of the work included in the project, the interpretations of the bid or agreement document, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, the Contractor agrees it will neither rescind the agreement nor stop the progress of the work, but the Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in San Bernardino County, having competent jurisdiction of the dispute, after the project has been completed, and not before.
29. DEBARMENT AND SUSPENSION: In accordance with Executive Orders 12549 & 12689 (Debarment and Suspension), Seller certified by entering into this transaction, that neither it nor its principals are presently debarred, suspended, proposed for debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
30. ATTORNEY'S FEES: If suit is brought by either party to this Agreement to enforce any of its terms, the losing party shall pay the prevailing party all litigation expenses incurred, including attorney's fees, court costs, expert witness fees, and investigation expenses.
31. DEFAULT BY CONTRACTOR: Failure to comply with any of the terms and or conditions of this agreement shall constitute default by the contractor.

Sylvan Learning Etiwanda Proposal
Prepared for West Heritage Elem. School
February 7, 2022



Sylvan Learning Etiwanda
 11398 Kenyon Way Suite A
 Office: (909) 941- 6863, Option 2
 Website: www.sylvanlearning.com

Contact: Carli Ganet, Executive Director
 Email: Carli.ganet@sylvanlearning.com
 Lisa White, Director of Business Development
 Email: lisa.white@sylvanlearning.com

For over 41 years Sylvan has been delivering results to millions of children like no one else can! Sylvan students see up to two to three times more growth in math and reading scores than students who do not participate in our programs. Our personal approach and use of innovative technology build confidence and skills to help children succeed in school and beyond.

This year more than ever, our fellow educators all over the country face an even more daunting task: overcoming the longest most profound disruption to student education we have witnessed in modern history. There are no easy answers but one thing is for sure. Sylvan is willing and able to partner with employers, families and schools to support the educational recovery in every community we serve.

Sylvan Learning Etiwanda is locally owned and operated for over 35 years and that means we are uniquely qualified to serve our local students! Our local franchisees are small business owners, educators, active members of their communities, and employers of local certified teachers. *Within the scope of their organization, totals (10) locations that serve students/families in Los Angeles, San Bernardino, and Riverside Counties.* **Sylvan Learning Etiwanda is fiscally sound and upon request can provide financial information which substantiates organizational stability.** They take pride in serving children and in contributing to the steady improvement of our local economies.

Whether a student needs to catch up, keep up or get ahead, Sylvan has you covered! Sylvan centers have a vast menu of offerings. Our customized programs allow us to develop support that fits every child’s exact needs, whether that need is learning to read their first book, understanding pre-Algebra, or getting into the college of their dreams. Please visit SylvanLearning.com for our complete offerings. For the purpose of this proposal we chose our **two** most popular types of support this time of year. In addition to the offerings described below, we can provide an Individualized Diagnostic Assessment for families who want a baseline of their child’s academic abilities.

Specialized Math Intervention	
Short Description of Student Need	Ideal for a child who needs a concentrated focus on specific math skills identified by classroom teacher
Time Offered	Flexible and arranged with family by center for daytime, evening or weekends
Program Timeframe	Specifics dates to be determined
Grades /Type of Learner	All grade levels and abilities
Subjects	Math or Reading

Delivery	In person in-center and/or virtually 3 students per every teacher						
Cost Estimate	<table border="1"> <thead> <tr> <th><u># of Students</u></th> <th><u>Hourly Rate</u></th> <th><u># of Hours</u></th> </tr> </thead> <tbody> <tr> <td>30</td> <td>\$45</td> <td>8</td> </tr> </tbody> </table> <p>Cost per student = \$360 Overall Program Cost = \$10, 800</p>	<u># of Students</u>	<u>Hourly Rate</u>	<u># of Hours</u>	30	\$45	8
<u># of Students</u>	<u>Hourly Rate</u>	<u># of Hours</u>					
30	\$45	8					
Reporting	Student report provided at program completion						
Classroom Teacher Involvement	With parental consent, Sylvan will communicate with classroom teachers for the purpose of involving them in their students' tutoring program. Teachers will recommend skills taught based upon student's biggest need.						

Phone (909) 899-2451

Etiwanda School District
6061 East Avenue
Etiwanda, CA 91739

Fax (909) 803-3021

Proposal and Field Contract for Services under \$60,000

Contracts \$1001 - \$59,999 Prevailing Wage Rates Required

THIS CONTRACT made and entered into this 4th day of February 20 22, by and between Etiwanda School District hereinafter called the "District" and QUALITY TELESERVICES, INC. hereinafter called the "Contractor."

WITNESSETH, the parties do hereby contract and agree as follows:

- The Contractor shall furnish to the District for \$6,743.05 the following services:
Labor/Materials-Install the TV's, projectors & associated AV cables Admi/Lib Bldg, 2-CC rooms @ EH (Quote#7527)
- The term of this contract shall begin February 4th, 20 22, and end completion of work, 20 -----
- Payment Schedule: payments to be processed upon satisfactory completion, acceptance of work by District, and receipt of invoice.
- Inspection shall be performed by Mike Higgins.
- The Contract includes the terms and conditions as printed and set forth on the reverse side of this page, and the Contractor, by executing this Agreement, agrees to comply with such terms and conditions.
- The Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days from the date of acceptance by the District.
- IN WITNESS THEREOF, the parties hereunto have subscribed to this Agreement, including all Contract Documents as indicated below:
 - Specifications/Scope of Work Statement
 - Purchase Order
 - Labor & Materials Release (must be submitted prior to payment)
 - Workers' Compensation (must be submitted prior to commencing work)
 - x Liability Insurance Certificates for \$ 1 million personal and \$1 million property damage
 - These certificates must name the District and California Schools Risk Management as Additionally
 - Insured with the endorsement on form CG20(10/26)0704 and CG20370704, 3 pages total, or 20101185 2 pages
 - total Liquidated damages of \$ per calendar day to commence on If Contract is over
 - \$24,999, labor material payment and performance bonds MUST be submitted.
- Contractor shall contact school site Principal at least 24 hours prior to work start.
- Contractor shall arrange work start time with District Service Center at (909) 803-3150 at least 24 hours prior to start.

Name (Print): SCOTT DALTON

Title: CFO

Signature: 

Company Name and Address:
QUALITY TELESERVICES, INC.
280 NORTH BENSON AVENUE STE. #5
UPLAND, CA 91786

License: #714778

Name
(Print): Doug Claflin

Title: Assistant Superintendent of Business Services

Signature: 

**ETIWANDA
SCHOOL DISTRICT**

Quote good for 30 days

FPN: 009-007



Prepared for
EAST HERITAGE
ELEMENTARY SCHOOL
14250 E. CONSTITUTION
WAY
FONTANA, CA 92336

Summary

Number: 7527
Print Date: February 4, 2022
Salesperson: SCOTT DALTON
Start Date:
End Date:
Billing Terms: DUE ON RECEIPT
PO#

Labor: \$5,610.00
Materials: \$1,051.55
Services: \$0.00
Dispatch: \$0.00
Other Charge: \$0.00
Sub Total: \$6,661.55
Sales Tax: \$87.50

Approved by: Mike Higgins, Architect, AIA, LEED AP 2-4-22

Director of Operations and Facilities
Etiwanda School District

Services Proposed

Total: \$6,743.05

8/27/2021 10:09:21 AM TONY CESENA: Requested by Shawn,
From: Shawn Williamson [mailto:Shawn_Williamson@etiwanda.k12.ca.us]
Sent: Wednesday, August 25, 2021 4:35 PM
To: Tony Cc: Scott Dalton
Subject: East Heritage new admin and childcare rooms
Provide a proposal for installation of the following:

*** QTI DIR #:1000014442 - CONTRACTOR LICENSE #: 714778 -

- 1. Mount 75" TV location admin library
2. Mount 65" TV location admin conference room
3. Mount projector in library, screen is already installed
4. Childcare room 37 - projector, projector screen, A/V cables.
5. Childcare room 38 - projector, projector screen, A/V cables.

DISTRICT will provide A/V cables where required, projectors, screens and mounts.

Thank you, Shawn Williamson
(909) 899-2451 x3127

SCOPE OF WORK:

- 1. Mount 75" TV in new admin in library. Install 2 HDMI cables provided by customer. One HDMI near TV and second behind wall at shelf.
2. Mount 65" TV in new admin conference room. Install 2 HDMI cables provided by customer. One HDMI on wall and second install at conference table. Conference table needs modification before HDMI cable can be installed. Install brush style face plate for future cable installation.
3. Mount projector in new admin in library, screen is already in ceiling, see pic's. Ceiling 2"X4" panels are wood panels weighing 28lbs. Assistance required to remove and install. Make arrangements with Scott/Paul Miller Construction. Several panels need removal for projector and cable installation. In addition to mounting the projector (with help from PCM to move tiles), the following cable provided by customer will be installed: 1 HDMI to librarian desk "behind" the projector, 1 x HDMI to wall in "front" of projector, 1 x 3.5 to wall in "front" of projector, 1 x SVGA to wall in "front" of projector.
4. Childcare room 37 - projector, projector screen, A/V drops. Install projector on leftside of dry erase board. Install

Quote good for 30 days



Prepared for
 EAST HERITAGE
 ELEMENTARY SCHOOL
 14250 E. CONSTITUTION
 WAY
 FONTANA, CA 92336

customer provided HDMI cable, 3.5, SVGA front of classroom. Back of classroom install HDMI and 3.5.
 5. Childcare room 38 - projector, projector screen, A/V drops, data drops. Install projector on rightside of dry erase board. Install customer provided HDMI cable, 3.5, SVGA front of classroom. Back of classroom install HDMI and 3.5.

Notes:

1. Raceway has been excluded from this quote.
2. Child care is open 6am to 6pm. Make arrangements for access.
3. All audio/video cables will be provided by District
4. Scott with Paul Miller Construction will assist in removal and re-install panels in library.
5. All CAT6 cables are excluded by QTI, will be provided by another contractor.

Proposed Labor

Date	Technician	Labor Hrs	Rate/Hr.	Total
08/30/2021	AV - INSTALL	26.00	\$85.00	\$2,210.00
08/30/2021	AV - INSTALL	32.00	\$85.00	\$2,720.00
08/30/2021	AV - INSTALL	8.00	\$85.00	\$680.00
Total				\$5,610.00

Proposed Materials

Item Nbr	Item Description	Qty	Price/Unit	Ext. Price
IC107FFW:	WALL MOUNT PHONE PLATE - STAINLESS STEEL	2.00	\$4.25	\$8.50
CBEIW-2G	FACEPLATE DUAL GANG EXEC - OFF WHITE	4.00	\$6.75	\$27.00
CBEIWY	FACEPLATE SINGLE GANG OFF WHITE	10.00	\$4.34	\$43.40
CM35MSC	PANDUIT INSERT 3.5 MINI JACK-COUPLER	6.00	\$17.25	\$103.50
CMHDMIIV	MINI COM HDMI 1.3 A/A FEMALE COUPLER	10.00	\$53.51	\$535.10
CHF2MIW-	INSERT FLAT 2 PORT 1/3 MINICOM MODULE	20.00	\$1.92	\$38.40
CMBIW-X	BLANK INSERT ONE PORT PANDUIT	16.00	\$0.42	\$6.72
CHB2MIW-	BLANK INSERT 1/3 MODULE (RES.SPACE FOR FUT. UPPGRA	16.00	\$1.58	\$25.28
100	INSTALLATION MATERIAL 4	1.00	\$100.00	\$100.00
CHD15HD(SVGA DB15 FEM/FEM COUPLER 1/3 INSERT - OFF WHITE	4.00	\$23.89	\$95.55
CJ688TGB	RJ45 CAT6 DATA JACK BLUE PANDUIT	4.00	\$11.78	\$47.10
TG8901-WI	FACEPLATE SPLIT W/.FLEX GROMMET - WHITE	4.00	\$5.25	\$21.00
Total				\$1,051.55

ML022422R-03

Contract/PO# ESD FPN: 011-065

Phone (909) 899-2451

Etiwanda School District
6061 East Avenue
Etiwanda, CA 91739

Fax (909) 803-3021

Proposal and Field Contract for Services under \$60,000

Contracts \$1001 - \$59,999 Prevailing Wage Rates Required

THIS CONTRACT made and entered into this 8th day of February, 2022, by and between Etiwanda School District hereinafter called the "District" and Time & Alarm Systems hereinafter called the "Contractor."

WITNESSETH, the parties do hereby contract and agree as follows:

1. The Contractor shall furnish to the District for \$ 1,760.60 the following services:
Labor/Material-Install, program, test DualCommNF-LV to fire panel monitoring on cellular @ DWL (Quote date 2-3-22)
2. The term of this contract shall begin February 8th, 2022, and end completion of work, 20 _____
3. Payment Schedule: payments to be processed upon satisfactory completion, acceptance of work by District, and receipt of invoice.
4. Inspection shall be performed by Mike Higgins.
5. The Contract includes the terms and conditions as printed and set forth on the reverse side of this page, and the Contractor, by executing this Agreement, agrees to comply with such terms and conditions.
6. The Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days from the date of acceptance by the District.
7. IN WITNESS THEREOF, the parties hereunto have subscribed to this Agreement, including all Contract Documents as indicated below:
 - _____ Specifications/Scope of Work Statement
 - _____ Purchase Order
 - _____ Labor & Materials Release (must be submitted prior to payment)
 - _____ Workers' Compensation (must be submitted prior to commencing work)
 - x _____ Liability Insurance Certificates for \$ 1 million personal and \$1 million property damage
These certificates must name the District and California Schools Risk Management as Additionally Insured with the endorsement on form CG20(10/26)0704 and CG20370704. 3 pages total, or 20101185 2 pages total Liquidated damages of \$ _____ per calendar day to commence on _____ If Contract is over \$24,999, labor material payment and performance bonds MUST be submitted.
8. Contractor shall contact school site Principal at least 24 hours prior to work start.
9. Contractor shall arrange work start time with District Service Center at (909) 803-3150 at least 24 hours prior to start.

Name (Print): Michelle Delawder

Title: Corporate Controller

Signature: *Michelle Delawder*

Company Name and Address:

Time & Alarm Systems

3828 Wacker Dr.

Mira Loma, CA 91752

License: #393251

Name
(Print): Doug Clafin

Title: Assistant Superintendent of Business Services

Signature: *Doug Clafin*

**ETIWANDA
SCHOOL DISTRICT**



3828 WACKER DRIVE
MIRA LOMA, CA. 91752
(951) 685-1761 FAX: (951) 685-1441

QUOTATION/
WORK ORDER

FPN: 011 0145

TO: **Etiwanda SD**
12999 Victoria St
Etiwanda, Ca. 91739

DATE: 3-Feb-22
PROJECT: DW Long

ATTN: **Jeff Frazier**

WE ARE PLEASED TO QUOTE AS FOLLOWS:

ESTIMATED

F.O.B. _____ TERMS _____
JOBSITE _____ CASH WITH ORDER NET 30 DAYS FROM DATE OF INVOICE
C.O.D. _____ OTHER SPECIFY _____

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	Scope: To install, program and test a DualCommNF-LV to the fire panel for monitoring on cellular at DW Long.		
	Material Included:		
1	7131800 UTP CAT6 CABLE	\$226.50	\$226.50
1	DualCoMNF-LV NETWORK UNIVERSAL LTE FIRE COMMUNICATOR	\$278.55	\$278.55
1	Misc.Material	\$75.00	\$75.00
	Material Subtotal:		\$580.05
	Sales Tax 7.75%		\$44.95
	Shipping & Handling:		\$40.60
	Material Total:		\$665.60
	Labor Included:		
	7605 Comm Systems Installer		
	DIR No.100000832 exp 6/30/2022		
	Technician Labor for installation, programming and testing		
	Labor Total		\$1,095.00
	Exclusions:		
	Electrical work including power or pathways of any kind.		
	Any work or material not specifically listed is excluded.		
	No trouble shooting of District Network		
	NOTE DISTRICT TO PROVIDE IP INFORMATION AND A SWITCH PORT		
	Global Supply Chain Disruption Clause		
	If, during the performance of this contract the price of equipment and materials significantly increase, the price listed below shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in costs exceeding 3% incurred on the project from the date of the contract signing thru delivery of material to job site. Such price increases shall be documented through quotes, invoices, or receipts.		
	COVID-19 Clause		
	The contract price and scope of work does not factor in possible schedule delays or extra costs associated with COVID-19 pandemic, as the scope of this potential impact is currently unknown. It is reasonable to expect that the pandemic may have adverse impact in the availability of labor and materials to meet the project schedule. Therefore, to the extent permitted by our contract to claim against a Force Majeure event, we reserve all rights to an extension of time based upon any delay to the project caused by COVID-19, and additional compensation based upon unforeseen costs incurred related to materials, labor, or mobilization caused by COVID-19. While we provide this notice as a precaution, we assure you that we are doing everything in our power to avoid delays or increased prices.		
	ABOVE PRICES FIRM FOR : 30 DAYS.		
	Corporate Approval: _____		
		TOTAL	\$1,760.60
PREPARED BY: MARTIN GARCIA R	SUBMITTAL REQUIRED: NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	NO. OF COPIES	VENDOR:
AUTHORIZATION/SIGNATURE: 		DATE: <u>2-7-22</u>	P.O. #:

AUTHORIZATION/SIGNATURE: _____ DATE: 2-7-22 P.O. #:

Mike Higgins, Architect, AIA, LEED AP
Director of Operations and Facilities
Etiwanda School District

ML022422R-04

Contract/PO#ESD FPN: 006-065

Phone (909) 899-2451

Etiwanda School District
6061 East Avenue
Etiwanda, CA 91739

Fax (909) 803-3021

Proposal and Field Contract for Services under \$60,000

Contracts \$1001 - \$59,999 Prevailing Wage Rates Required

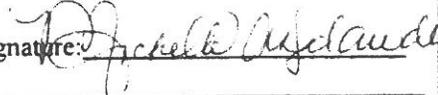
THIS CONTRACT made and entered into this 8th day of February 2022, by and between Etiwanda School District hereinafter called the "District" and Time & Alarm Systems hereinafter called the "Contractor"

WITNESSETH, the parties do hereby contract and agree as follows:

- The Contractor shall furnish to the District for \$ 1,760.60 the following services:
Labor/Material-Install, program, test DualCommNF-LV to fire panel monitoring on cellular @ CAR (Quote date 2-3-22)
- The term of this contract shall begin February 8th, 20 22, and end completion of work, 20 -----
- Payment Schedule: payments to be processed upon satisfactory completion, acceptance of work by District, and receipt of invoice.
- Inspection shall be performed by Mike Higgins.
- The Contract includes the terms and conditions as printed and set forth on the reverse side of this page, and the Contractor, by executing this Agreement, agrees to comply with such terms and conditions.
- The Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days from the date of acceptance by the District.
- IN WITNESS THEREOF, the parties hereunto have subscribed to this Agreement, including all Contract Documents as indicated below:
 - Specifications/Scope of Work Statement
 - Purchase Order
 - Labor & Materials Release (must be submitted prior to payment)
 - Workers' Compensation (must be submitted prior to commencing work)
 - x Liability Insurance Certificates for \$ 1 million personal and \$1 million property damage
 - These certificates must name the District and California Schools Risk Management as Additionally Insured with the endorsement on form CG20(10-26)0704 and CG20370704, 3 pages total, or 20101185 2 pages total Liquidated damages of \$ _____ per calendar day to commence on _____ If Contract is over \$24,999, labor material payment and performance bonds MUST be submitted.
- Contractor shall contact school site Principal at least 24 hours prior to work start.
- Contractor shall arrange work start time with District Service Center at (909) 803-3150 at least 24 hours prior to start.

Name (Print): Michelle Delawder

Title: Corporate Controller

Signature: 

Company Name and Address:

Time & Alarm Systems

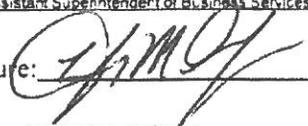
3828 Wacker Dr.

Mira Loma, CA 91752

License: #393251

Name
(Print): Doug Clafin

Title: Assistant Superintendent of Business Services

Signature: 

**ETIWANDA
SCHOOL DISTRICT**



3828 WACKER DRIVE
MIRA LOMA, CA. 91752
(951) 685-1761 FAX: (951) 685-1441

FPN: 006-045

QUOTATION/
WORK ORDER

TO: **Etiwanda SD**
12999 Victoria St
Etiwanda, Ca. 91739

DATE: 3-Feb-22
PROJECT: Caryn ES

ATTN: **Jeff Frazier**

WE ARE PLEASED TO QUOTE AS FOLLOWS:

ESTIMATED

F.O.B. TERMS CASH WITH ORDER XXX NET 30 DAYS FROM DATE OF INVOICE
JOBSITE C.O.D. OTHER SPECIFY

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	Scope: To install, program and test a DualCommNF-LV to the fire panel for monitoring on cellula at Caryn ES.		
	Material Included:		
1	7131800 UTP CAT6 CABLE	\$226.50	\$226.50
1	DualCoMNF-LV NETWORK UNIVERSAL LTE FIRE COMMUNICATOR	\$278.55	\$278.55
1	Misc.Material	\$75.00	\$75.00
	Material Subtotal:		\$580.05
	Sales Tax 7.75%		\$44.95
	Shipping & Handling:		\$40.60
	Material Total:		\$665.60
	Labor Included: 7605 Comm Systems Installer DIR No.1000000832 exp 6/30/2022 Technician Labor for installation, programming and testing		
	Labor Total		\$1,095.00
	Exclusions: Electrical work including power or pathways of any kind. Any work or material not specifically listed is excluded. No trouble shooting of District Network		
	NOTE DISTRICT TO PROVIDE IP INFORMATION AND A SWITCH PORT		
	Global Supply Chain Disruption Clause If, during the performance of this contract the price of equipment and materials significantly increase, the price listed below shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in costs exceeding 3% incurred on the project from the date of the contract signing thru delivery of material to job site. Such price increases shall be documented through quotes, invoices, or receipts.		
	COVID-19 Clause The contract price and scope of work does not factor in possible schedule delays or extra costs associated with COVID-19 pandemic, as the scope of this potential impact is currently unknown. It is reasonable to expect that the pandemic may have adverse impact in the availability of labor and materials to meet the project schedule. Therefore, to the extent permitted by our contract to claim against a Force Majeure event, we reserve all rights to an extension of time based upon any delay to the project caused by COVID-19, and additional compensation based upon unforeseen costs incurred related to materials, labor, or mobilization caused by COVID-19. While we provide this notice as a precaution, we assure you that we are doing everything in our power to avoid delays or increased prices.		
	ABOVE PRICES FIRM FOR : 30 DAYS.		
	Corporate Approval:		
		TOTAL	\$1,760.60
PREPARED BY: MARTIN GARCIA R	SUBMITTAL REQUIRED: NO YES	NO. OF COPIES	VENDOR:
			JOB #:

AUTHORIZATION/SIGNATURE:  DATE: 2-7-22 P.O. #: _____

Mike Higgins, Architect, AIA, LEED AP
Director of Operations and Facilities
Etiwanda School District



ML022422A-05

CCO #1.7R1

Project: 2009 - East Heritage - New Admin. & Library
 14250 E Constitution Way
 Fontana, California 92336

Change Order #1.7R1: Caston, Inc. - Category 7

CONTRACT COMPANY: Caston, Inc.
 354 South Allen Street
 San Bernardino, California 92408

CONTRACT FOR: 07 :07 - Plaster

DATE CREATED: 9/ 30 /2021

CREATED BY: Juan Bedoya (Miller Construction)

CONTRACT STATUS: Pending - In Review

REVISION: 0

DESIGNATED REVIEWER:

REVIEWED BY:

DUE DATE:

REVIEW DATE:

INVOICED DATE:

PAID DATE:

SCHEDULE IMPACT:

EXECUTED: No

TOTAL AMOUNT: \$ 5,722.40

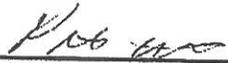
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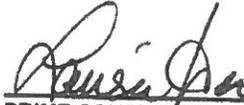
ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

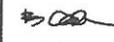
PCO #	Title	Schedule Impact	Amount
012	CE #012 - AFO # 26 - Plaster Finish instead of Tile Inserts		2,402.53
015R3	CE #015R3 - AFO 011 Drywall & Finish (Story Area)		1,726.64
057	CE #057 - Top out drywall in offices for soundproofing		3,556.76
061	CE #061 - Projection screen detail per CCD 014 (AFO 050)		3,600.28
061	CE #.07 - Credit Allowance Category 07		(10,000.00)
069	CE #069 - Speaker framing & ceiling supports per AFO 52 (Caston's #5)		4,436.19
TOTAL:			\$ 5,722.40

The original (Contract Sum) \$ 375,585.00
 Net change by previously authorized Change Orders \$ 0.00
 The contract sum prior to this Change Order was \$ 375,585.00
 The contract sum would be changed by this Change Order in the amount of \$ 5,722.40
 The new contract sum including this Change Order will be \$ 381,307.40
 The contract time will not be changed by this Change Order


 PROJECT MANAGER 02/07/2022
 DATE


 PRIME CONTRACTOR 2/7/22
 DATE


 OWNER 2-11-22
 DATE
 Mike Higgins, Architect, AIA, LEED AP
 Director of Operations and Facilities
 Etiwanda School District
 Miller Construction

DocuSigned by:

2/10/2022
 ARCHITECT DATE

M1022422A-06



CCO #1.18

Project: 2009 - East Heritage - New Admin. & Library
 14250 E Constitution Way
 Fontana, California 92336

Change Order #1.18: JPI Development Group, Inc. - Category 18

CONTRACT COMPANY: JPI Development Group 41205 Golden Gate Circle Murrieta, California 92562	CONTRACT FOR: 18 :18 - Plumbing
DATE CREATED: 9/30/2021	CREATED BY: Juan Bedoya (Miller Construction)
CONTRACT STATUS: Pending - In Review	REVISION: 0
DESIGNATED REVIEWER:	REVIEWED BY:
DUE DATE:	REVIEW DATE:
INVOICED DATE:	PAID DATE:
SCHEDULE IMPACT:	EXECUTED: No
	TOTAL AMOUNT: (\$11,029.31)

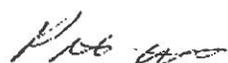
DESCRIPTION:

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
007	CE #007 - Re-Route Water Line Around New Storm Drain	1 day	2,773.53
016	CE #016 - Cost to Add 5 Fire Rated Penetrations per AF O022		514.69
026	CE #026 - Soffit Between Reception and Lobby per RFI 105		2,260.79
063	CE #.18 - Credit Allowance Category 18		(25,000.00)
065R1	CE #065R1 - Repair existing downspout (JPI's #7)		2,919.22
066R2	CE #066R2 - Price new remote chiller per AFO 51		5,502.46
TOTAL:			(\$11,029.31)

The original (Contract Sum)	\$ 487,000.00
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 487,000.00
The contract sum would be changed by this Change Order in the amount of	(\$11,029.31)
The new contract sum including this Change Order will be	\$ 475,970.69
The contract time will not be changed by this Change Order	


 PROJECT MANAGER 02/07/2022
 DATE


 PRIME CONTRACTOR 2/8/22
 DATE


 OWNER 2-11-22
 DATE
 Mike Higgins, Architect, AIA, LEED AP
 Director of Operations and Facilities
 Etiwanda School District

DocuSigned by:

 AA344130CD3943C... 2/9/2022
 ARCHITECT DATE

ESD

East Heritage Elementary School
New Admin./Library Building
 Job# 19/20-020

Tuesday, June 30, 2020
 2:00 p.m.



Addendum Notes
Non Collusion
Site Visit Cert. Form
Designation of SubCont.
Bid Bond
DVBE Participation Goal
Project Schedule
SWPP Cert.

CONTRACTOR

BASE BID

LOW BID

Category #03 - Concrete

	CONTRACTOR	BASE BID	LOW BID	Addendum Notes	Non Collusion	Site Visit Cert. Form	Designation of SubCont.	Bid Bond	DVBE Participation Goal	Project Schedule	SWPP Cert.
1	K.A.R. Construction	\$ 1,253,000.00		X	X	X	X	X	X	X	X
2	Spec Construction	\$ 1,046,800.00	\$ 1,046,800.00	X	X	X	X	X	X	X	X
3	W.D. Gott	\$ 1,344,000.00		X	X	X	X	X	X	X	X

Category 05 - Structural Steel

1	CABD Construction	\$ 208,000.00		X	X	X	X	X	X	X	O
2	KCB Towers	\$ 221,940.00		X	X	X	X	X	X	X	X
3	RND Contractors	\$ 198,000.00	\$ 198,000.00	X	X	X	X	X	X	X	X
4	Vulcan Steel	\$ 296,000.00		O	X	X	X	X	X	X	X

Category 06 - Rough Carpentry

1	Infinity Structures	\$ 575,300.00	\$ 575,300.00	X	X	X	X	X	X	X	X
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Category 07 - Plaster

1	Caston	\$ 375,585.00	\$ 375,585.00	X	X	X	X	X	X	X	X
2	Rutherford	\$ 387,400.00		X	X	X	X	X	X	X	X
3	Sierra Lathing	\$ 454,058.00		X	X	X	X	X	X	X	X

Category 08 - Casework

1	Bertino Manufacturing	\$ 225,135.00	\$ 225,135.00	X	X	X	X	X	X	X	X
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ESD

**East Heritage Elementary School
New Admin./Library Building
Job# 19/20-020**

Tuesday, June 30, 2020
2:00 p.m.



Addendum Notes
Non Collusion
Site Visit Cert. Form
Designation of SubCont.
Bid Bond
DVBE Participation Goal
Project Schedule
SWPE Cert.

	CONTRACTOR	BASE BID	LOW BID									
<i>Category #09 - Roofing</i>												
1	Letner Roofing	\$ 441,000.00		X	X	X	X	X	X	X	X	
2	United Contractors	\$ 415,000.00	\$ 415,000.00	X	X	X	X	X	X	X	X	

<i>Category 11 - Glass & Glazing</i>												
1	E&R Glass	\$ 189,000.00	\$ 189,000.00	X	X	X	X	X	X	X	X	
2	Queen City Glass	\$ 217,250.00		X	X	X	X	X	X	X	X	

<i>Category 16 - Specialties</i>												
1	Dalke & Sons	\$ 468,890.00		X	X	X	X	X	X	X	X	
2	Inland Building Construction	\$ 443,200.00	\$ 443,200.00	X	X	X	X	X	X	X	X	
3	RVH Constructors	\$ 457,000.00		X	X	X	X	X	X	X	X	
4	Spec Construction	\$ 483,300.00		X	X	X	X	X	X	X	X	

<i>Category 17 - HVAC</i>												
1	Arrowhead Mechanical	\$ 239,000.00	\$ 239,000.00	X	X	X	X	X	X	X	X	
2	Couts Heating & Air	\$ 337,000.00		X	X	X	X	X	X	X	X	
3	Franklin Mechanical	\$ 260,000.00		X	X	X	X	X	X	X	X	

ESD

East Heritage Elementary School
New Admin./Library Building
 Job# 19/20-020

Tuesday, June 30, 2020
 2:00 p.m.



CONTRACTOR

BASE BID

LOW BID

Addendum Notes
Non Collusion
Site Visit Cert. Form
Designation of SubCont.
Bid Bond
DVBE Participation Goal
Project Schedule
SWPP Cert.

Category 18 - Plumbing

	CONTRACTOR	BASE BID	LOW BID	Addendum Notes	Non Collusion	Site Visit Cert. Form	Designation of SubCont.	Bid Bond	DVBE Participation Goal	Project Schedule	SWPP Cert.
1	Dan Worley	\$ 569,000.00		X	X	X	X	X	X	X	X
2	Duke Plumbing	\$ 510,000.00		X	X	X	X	X	X	X	X
3	JPI Development	\$ 487,000.00	\$ 487,000.00	X	X	X	X	X	X	X	X
4	Pro-Craft	\$ 633,000.00		X	X	X	X	X	X	X	X
5	Veme's Plumbing	\$ 610,000.00		X	X	X	X	X	X	X	X

Category 19 - Electrical

1	Extenda	\$ 795,000.00		X	X	X	X	X	X	X	X
2	Rancho Pacific Electric	\$ 735,000.00	\$ 735,000.00	X	X	X	X	X	X	X	X
3	RIS Electric	\$ 776,000.00		X	X	X	X	X	X	X	X
4	Ryan Electric	\$ 887,400.00		X	X	X	X	X	X	X	X

Category 21 - Hardware

1	Inland Building Construction	\$ 144,100.00	\$ 144,100.00	X	X	X	X	X	X	X	X
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Project Total: \$ 5,073,120.00

JUL 23 2020

CLERK'S CERTIFICATE

Doug Claflin

I, Dayna Karsch, clerk of the Board of Trustees of the Etiwanda School District, do hereby certify that the foregoing is a full, true and correct copy of agenda item 6.A. (*Approval of BID #19/20-020 East Heritage Elementary School New Admin/Library Building to Spec Construction Category #3 Concrete; RND Contractors Category #5 Structural Steel; Infinity Structures Category #6 Rough Carpentry; Caston Category #7 Plaster; Bertino Manufacturing Category #8 Casework; United Contractors Category #9 Roofing; E&R Glass Category 11 Glass & Glazing; Inland Building Construction Category #16 Specialties; Arrowhead Mechanical Category #17 HVAC; JPI Development Category #18 Plumbing; Rancho Pacific Electric Category #19 Electrical; Inland Building construction Category #21 Hardware*) that was duly passed, approved and adopted at a regular meeting place thereof on the 23rd day of July 2020, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and that at said meeting said item was adopted by the following vote:

AYES:	5
NOES:	0
ABSTAINED:	0
ABSENT:	0

An agenda of said meeting was posted at least 72 hours before said meeting at Etiwanda, California, a location freely accessible to members of the public, and a brief general description of said consent item appeared on said agenda.

I further certify that the foregoing agenda item is a full, true and correct copy of the original agenda item adopted at said board meeting and entered in said minutes; and that said agenda item has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: July 23, 2020



Clerk of the Board of Trustees
of the Etiwanda School District



DRAFT

Etiwanda School District Summer Camp 2022 "Camp Cool"
 May 31st, 2022 - July 29th, 2022 At Colony Elementary - Grades: 1st-8th
TO REGISTER YOUR CHILD MUST BE ENROLLED IN THE ETIWANDA SCHOOL DISTRICT

Child Care hours are 7:00AM to 5:30PM M-F, or as noted.

DATES	Monday	Tuesday	Wednesday	Thursday	Friday
Week 1: May 30 - June 3	30. CLOSED - NO CAMP (MEMORIAL DAY OBSERVED)	31. DJ Party and Root Beer Floats (on site activity) Survivor Games Kick Off	1. Survivor competition: Nationball! Drawing with Kyle	2. Bowling (off site field trip) Minute to win it activity	3. Food Truck Friday: (In-N-Out) Survivor competition: Soccer Survivor weekly closing ceremonies
Week 2: June 6 - June 10	6. Mini Golf at Colony (on site activity) Pancake Bar	7. Survivor Competition: Basketball Magic of Science Assembly (on site assembly)	8. Movies: SuperPets (off site field trip) STEAM Activity	9. Kona Ice (on site vendor) Survivor Competition: Hunger Games	10. Food Truck Friday: (Tio Alex: Italian Food) Purple Easel (on site activity) Survivor weekly closing ceremonies
Week 3: June 13 - June- 17	13. Survivor Competition: Scavenger Hunt Steam Activity	14. Carnival and face painting (on site activities) Daily activities	15. Ice Cream Sundae Bar Survivor Competition: Capture the flag	16. P.E. - Tennis Tournament Drawing with Kyle	17. Food Truck Friday: (Tio Alex: Tacos) Survivor weekly closing ceremonies
Week 4: June 20 - June 24	20. Sawdust Factory (on site activity) Nacho Bar	21. John's Incredible Pizza (off site field trip) Daily Activities	22. Sky Dome Assembly (on site assembly) Survivor Competition: Minute to win it activity	23. Magic Show at Colony (on site assembly) Survivor Competition: Minute to win it activity	24. Food Truck Friday: (In-N-Out) STEAM Activity Survivor weekly closing ceremonies
Week 5: June 27 - July 1	27. Drum Line (on site assembly) Survivor Competition: Water balloon toss	28. Purple Easel (on site activity) Yoga with Alicia	29. Movies: Lightyear (off site field trip) Parfait Bar	30. Kona Ice (on site vendor) STEAM Activity	1. Food Truck Friday: (Tio Alex: BBQ Food) Survivor Competition: Minute to win it activity Survivor weekly closing ceremonies
Week 6: July 4 - July 8	4. CLOSED - NO CAMP (JULY 4TH OBSERVED)	5. Kona Ice (on site vendor) Survivor Competition: Minute to win it activity	6. Movies: Minions (off site field trip) Frozen Banana Bar	7. Carnival and Face Painting (on site activity) Daily Activities	8. Food Truck Friday: Costco Pizza and Churros Survivor weekly closing ceremonies
Week 7: July 11 - July 15	11. Drawing with Kyle Survivor Competition: Minute to win it activity	12. Reptile Petting Zoo (on site activity) Hot Dog Bar	13. Sawdust Factory (on site activity) Survivor Competition: Relay Race/Obstacle Course	14. Game Trucks (on site activity) Root Beer Floats	15. Food Truck Friday: (Tio Alex Tacos) STEAM Activity Survivor weekly closing ceremonies
Week 8: July 18 - July 22	18. Caramel Apple Bar Survivor Competition: Minute to win it activity	19. Carnival and face painting (on site activity) Daily activities	20. Yoga with Alicia The Magic of Science Assembly (on site assembly)	21. Survivor Competition: Water Olympics Sawdust Factory (on site activity)	22. Food Truck Friday: (Carl's Jr.) STEAM Activity Survivor weekly closing ceremonies
Week 9: July 25 - July 29	25. Purple Easel (on site activity) Survivor Competition: Watermelon Eating Contest	26. Fruit Bar Bowling (off site field trip)	27. Drawing with Kyle Survivor Competition: Pie Eating Contest	28. DJ Party Survivor Games Final Closing Ceremonies	29. Food Truck Friday: (In-N-Out) Daily Activities LAST DAY OF CAMP

(In addition to this calendar, daily activities, crafts, games, physical education, and lessons will be implemented for student engagement)

Assemblies, Field Trips, Food Trucks, Daily Activities, and Lessons ARE SUBJECT TO CHANGE

A late request to change your contract to add days or weeks that include field trips will not be granted if admission tickets have already been purchased and/or space is not available.

_____ **Initial - HOLIDAYS/CLOSED DAYS**

We will be closed on MONDAY JULY 4TH, in observance of Independence Day.

_____ **Initial LAST DAY OF SUMMER CAMP** The last day of Summer Camp 2022 will be July 29th, 2022.

CHILD CARE IS CLOSED August 1st - August 5th 2022. Summer Camp/Child Care is not available August 1st - August 5th 2022 in preparation for the 2022/2023 school year. **The First Day of School and child care is Monday August 8th, 2022.**

_____ **Initial - NUTRITION AND LUNCH**

Morning and afternoon snacks are provided daily and are included in the weekly tuition fees. It is always my responsibility to provide a nutritious lunch for my child each day they attend Summer Camp (excluding Food Truck Fridays) .Please be sure to send students with a personal water bottle. **Sweets are discouraged. I am responsible for notifying the program of any food allergies or other issues involving food related to my child.**

_____ **Initial - MEDICINE** I have read and understand the Etiwanda School District Administrative Regulation 518.1 regarding

administration of medication in the Child Care program. Only physician prescribed emergency medication for treatment of a condition that can result in a life-threatening emergency situation for the child or physician prescribed medication that is necessary to enable the child to participate in the child care program due to a disabling condition otherwise precluding the child's participation if the medication was not available during child care program hours may be administered during child care program hours. The medication must be in the original container to be administered at the Child Care site. The physician must designate the name of the student, name of the medication, dosage, time, and method of administration; along with a statement that the medication must be administered during the hours the child participates in the Child Care program. The physician must also certify that the medication may be lawfully administered by an unlicensed childcare staff member with only minimal training and without supervision by a licensed health care provider.

The District consent form for the administration of medicine must be completed by the physician and parent/guardian, and be on file at the childcare site. The pharmacist must label the medication with the name of the student, doctor, dosage, name of medication, time and method of administration, and date. Child Care cannot assist with giving any medication improperly labeled or contained. All supplies needed for medication must be provided by the parent/guardian in order for Child Care to assist in administration. Education Code section 49414 requires schools to have emergency epinephrine auto-injectors available to trained personnel for emergency use. Only children with verified immunizations required for school enrollment will be admitted to the program. I am responsible for notifying the program of any medical conditions or limitations of my child that might affect his/her participation in the program..

_____ **Initial - ILLNESS AND EMERGENCY**

Children that are ill or had a fever during the past 24 hours **MAY NOT** attend Summer Camp. COVID-19 policies and procedures will be in place to help keep our students, families, and staff safe. Please note that these policies and procedures are subject to change as state standards and CDPH guidelines change. Masks must be worn inside at all times unless actively eating or drinking. Parents/Guardians and authorized pick ups will not be allowed on campus or in any child care facility. When my child becomes ill, is displaying any symptoms of COVID-19, or becomes injured at Summer Camp, I will be immediately notified and expected to pick my child up **promptly within thirty (30) minutes**. In the case of an emergency (a life-threatening situation) the paramedics and parents will be called. The Etiwanda School District shall not be liable for any acts or omissions of any emergency personnel.

_____ **Initial - AR 5148.1 Child Care - Administering Medication:** The District's Child Care Program is staffed and operated separately from the District's education

programs. A school nurse is not generally available outside of school hours, and Child Care staff typically are not specially trained or designated to administer medications or provide any level of medical services to children participating in the Child Care Program. Whenever possible, it is best for medication to be administered to children at home, outside of school or child care hours. In all cases, parents or guardians must attempt to work with their children's physician to arrange a dosage schedule that permits medications to be administered outside of the hours when the child is participating in the Child Care Program. Medication will be administered during Child Care Program hours only when the participating child's physician verifies, in writing, that medication must be administered during the hours the child participates in the Child Care Program, and no dosage schedule is possible that permits medication to be administered outside these hours. The physician must also verify, in writing, that the medication may be lawfully administered by an unlicensed child care staff member with only minimal training and without supervision by a licensed health care provider. Education Code section 49414 requires schools to have emergency epinephrine auto-injectors available to trained personnel for emergency use. Upon receipt of the physician's written verification, specific medication will be administered during child care hours only when one or more of the following conditions apply: (1) the medication is necessary for treatment of an episodic condition, such as an allergy or seizure disorder, that can result in a life-threatening emergency situation for the child; or (2) the medication is necessary to enable the child to participate in the Child Care Program because a disabling condition, such as asthma, would otherwise preclude the child's participation if the medication was not available during Child Care Program hours. When the above conditions are met, the Child Care Program administrator may agree to administer medication to the participating child during program hours in accordance with Etiwanda School District Administrative Regulation 5141.21. In that event, all provisions of AR-5141.21 shall apply to the administration of medication in the Child Care Program, including but not limited to, submission of statements by the participating child's authorized health care provider and by the child's parent or guardian, and requirements for labeling, provision, storage, and disposal of medication. The Child Care Program will store medication on site only upon the parent/guardian's written request and release of liability. The child care program administrator reserves the right to decide not to store or administer medication upon request by the child's parent or guardian if it is determined the circumstances warrant medical training and/or unreasonable responsibility for staff and/or the safety of the particular child. Please initial below to acknowledge that you have read and agree to the above terms:

_____ **Initial - GENERAL RELEASE OF LIABILITY:** I agree to waive all claims against the Etiwanda School District and hold the District and its officers, Governing Board,

agents, and employees harmless from any and all liability or claims, demands, losses, causes of action, suits, or judgments of any kind that I, my heirs, executors, administrators, or assignees may have against the District due to any death, bodily injury, personal injury, or illness, or due to any loss to property that may arise out of or in any way be connected with the activities of the Etiwanda School District Child Care Program. This waiver shall not apply to occurrences that arise solely out of the negligence or willful misconduct of the District, its officers, agents, and employees.

Permission for Child to View PG Movies in Child Care: The purpose of this form is to notify you, the parent or legal guardian, that a PG rated movie may be shown at Child Care. These movies/DVD's have a motion picture rating of PG. These movies may be shown in Child Care during the 2021/2022 summer camp program and school year. In order for your child to view these movies, the permission information listed below must be completed. This signed form is required; no hand-written permission slips or telephone calls will be accepted. If you do not give permission for your child to view PG movies/DVD's, your child will be supervised in another Child Care room. If you have any questions regarding the movies shown in Child Care, please contact your site coordinator for the current movie list.

I hereby give my permission to allow my child to view PG movies in Child Care.

Yes No

Electronic Information Acceptable Use Agreement: Parent/Guardian Permission for Internet Use and Permission for Posting on the Web, I have read the District's policies and rules regarding student use of technology, including the Student Acceptable Use Agreement, District Board Policy and Administrative Regulation 1114 (social media), Board Policy and Administrative Regulation 6163.4 (student use of technology), and the Student Handbook for my child's school. I agree that I will discuss these rules with my child and agree that my child will abide by these policies and rules. I understand that if my student breaks any of these rules or use the District computer system, District technologies, or network in an inappropriate way, my student's privilege to use these technologies may be taken away, parent/guardian may be called, and the child may be subject to discipline. I release and agree to indemnify and hold harmless the District, its personnel, governing board, and any affiliated persons or institutions from any and all costs incurred, claims, or damages of any nature arising from my child's use of, or inability to use, the Internet or the District's computers, network, or other technologies or technology devices including, but not limited to, claims that may arise from the unauthorized purchase of products or services, failure of any District technology or Internet protection measures, copyright infringement, user mistakes or negligence, or exposure to potentially harmful or inappropriate material or behavior. I understand that I can be held liable for damages caused by my child's intentional misuse of the Internet or District computers, network, technologies, or technology devices. I will discuss the policies and rules with my child and instruct my child regarding the importance of following the rules for personal safety, ethics, and proper technology use and not accessing restricted materials.

I hereby give my permission to allow my child to access the Internet.

Yes No

Initial SUBSIDIZED AGREEMENT: In order to use subsidized child care in ESD Child Care, it is important to understand:

- Families must be enrolled in one of the district-approved subsidized programs to participate. Approved programs are: Child Care Resource Center, Pomona Unified Child Development Program or San Bernardino County. Links to approved subsidized child care programs are available on the ESD Child Care website. Unfortunately, subsidy programs not listed on our website cannot be accepted..
- Families will sign and agree to all terms and conditions listed within the Etiwanda School District Child Care Subsidized Program Agreement Form.
- Families must provide a copy of certificate of coverage or verification of pending application from subsidized program case carrier/specialist prior to enrollment or within 30 days of enrollment. If the certificate of coverage is not received within 30 days of enrollment the families will be responsible for monthly tuition payment. Families should submit the certificate of coverage to the ESD Child Care office as soon as it is received.
- Families should review the conditions of the certificate of coverage carefully to ensure a match between the offer of subsidized care and the selected ESD child care monthly rate. Any discrepancy between the certificate of coverage and selected ESD rate will be resolved by the family with the subsidized program case carrier/specialist.
- Families are the liaison between the subsidized program case carrier/specialist and the ESD Child Care program. All actions regarding payment, submission of forms, or subsidy program enrollment must be coordinated by the family.
- If the subsidized program Regional Market Rate does not cover the entire cost of the ESD monthly rate, families will pay the difference. ESD Child Care does not prorate or charge by the hour or day.
- Summer Child Care: Families using a subsidized program may pay 20% of selected weekly tuition during the registration period in June in order to reserve space in the summer program.

Initial - AGREEMENT

I understand that the Summer Camp Program will be available for my child only as long as I fulfill each of the above requirements. I also understand and agree that the tuition fee schedule is subject to change at the District's discretion, but that I will receive at least four (4) weeks notice of any changes in fee rates. In the event the Etiwanda School District must institute legal proceedings to collect monies owed, the parent is responsible for payment of reasonable attorney and other fees incurred by the Etiwanda School District in collection of outstanding child care fees. I also understand that I will be responsible for any reimbursements necessary for damages to property or personal injury caused by my child.

CLERK'S CERTIFICATE

I, _____, clerk of the Board of Trustees of the Etiwanda School District, do hereby certify that the foregoing is a full, true and correct copy of agenda item _____ (*Approval of contract and registration form for Etiwanda School District Summer 2022 "Camp Cool"* .) that was duly passed, approved and adopted at a regular meeting place thereof on the 24th day of February 2022, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and that at said meeting said item was adopted by the following vote:

AYES: _____
NOES: _____
ABSTAINED: _____
ABSENT: _____

An agenda of said meeting was posted at least 72 hours before said meeting at Etiwanda, California, a location freely accessible to members of the public, and a brief general description of said consent item appeared on said agenda.

I further certify that the foregoing agenda item is a full, true and correct copy of the original agenda item adopted at said board meeting and entered in said minutes; and that said agenda item has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: February 24, 2022

Clerk of the Board of Trustees
of the Etiwanda School District

9320 Meetings and Notices

Meetings of the Governing Board are conducted for the purpose of accomplishing district business. In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

A Board meeting exists whenever a majority of Board members gather at the same time and location, including teleconference location as permitted by Government Code 54953, to hear, discuss, deliberate, or take action upon any item within the subject matter jurisdiction of the Board or district. (Government Code 54952.2)

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, including social media and other electronic communications, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

However, an employee or district official may engage in separate conversations or communications with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. (Government Code 54953.2, 54954.1, 54954.2)

Regular Meetings

The Board shall hold two (2) regular meeting(s) each month, unless otherwise designated by the Board of Trustees or as noted below. Regular meetings shall be held at 6:30 p.m. on the second and fourth Thursday at the Etiwanda School District Education Center unless otherwise designated by the Board of Trustees. During the months of June, July, August, November, December, and January, the Board may meet on only one occasion. In March or April, depending upon the student spring recess, one or two meetings may be held. Meetings shall end by 10:30 p.m. unless a special request for extension is submitted by a Board member.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the district's web site. (Government Code 54954.2)

Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose at the time the materials are distributed to all or a majority of the Board. (Government Code 54957.5)

Special Meetings

Special meetings of the Board may be called any time by the presiding officer or a majority of the Board members. However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1. (Government Code 54956)

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice also shall be posted on the district's web site. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at

9320 Meetings and Notices (continued)

least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and location of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Education Code 35144; Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

Emergency Meetings

In the case of an *emergency situation* for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

An emergency situation means either of the following: (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board.
2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board.

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification must be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time notification is given to the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

Adjourned/Continued Meetings

The Board may adjourn/continue any regular or special meeting to a later time and location that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and place and shall give notice in the same manner required for special meetings. (Government Code 54955)

9320 Meetings and Notices (continued)

Within 24 hours after the time of adjournment, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held. (Government Code 54955)

Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. Action items shall not be included on the agenda for these meetings.

Other Gatherings

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members.
2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern.
3. An open and noticed meeting of another body of the district.
4. An open and noticed meeting of a legislative body of another local agency.
5. A purely social or ceremonial occasion.
6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers.

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)

Location of Meetings

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135. In addition, meetings shall not be held in a facility which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

Meetings shall be held within district boundaries, except to do any of the following: (Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party.

9320 Meetings and Notices (continued)

2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property.
3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law.
4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district.
5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction.
6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility.
7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs.
8. Attend conferences on non-adversarial collective bargaining techniques.
9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district.
10. Interview a potential employee from another district.

Meetings exempted from the boundary requirements, as specified in items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a location designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication. (Government Code 54954)

Teleconferencing

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government Code 54953)

Agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. Additional teleconference locations may be provided to the public. (Government Code 54953)
All teleconference locations shall be accessible to the public. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board,

9320 Meetings and Notices (continued)

including the right of the public to address the Board directly at each teleconference location. (Government Code 54953)

Teleconferencing During a Proclaimed State of Emergency

The Board may conduct Board meetings by teleconference without posting agendas at all teleconference locations, identifying teleconference locations in meeting notices and agendas, allowing public access to each teleconference location, providing an opportunity for members of the public to address the Board directly at each teleconference location, and ensuring that at least a quorum of the Board participate from locations within district boundaries, during a proclaimed state of emergency pursuant to Government Code 8625-8629 in any of the following circumstances: (Government Code 54953)

1. State or local officials have imposed or recommended measures to promote social distancing.
2. For the purpose of determining, by majority vote, whether as the result of the emergency meeting in person would present imminent risks to the health or safety of attendees.
3. When it has been determined, by majority vote as described in Item #2 above, that as a result of the emergency meeting in person would present imminent risks to the health or safety of attendees.

To conduct a teleconference meeting for these purposes the following requirements shall be satisfied: (Government Code 54953)

1. The notice and agenda shall be given and posted as otherwise required by the Brown Act.
2. The notice and agenda of the meeting shall specify the means by which members of the public may access the meeting and offer public comments, including via a call in or internet based service option.

Members of the public may be required to register to log in to a meeting when making public comments through an internet web site or other online platform that is operated by a third-party and not under the control of the Board.
3. Members of the public shall be allowed to access the meeting, and the agenda shall provide an opportunity for members of the public to address the Board directly pursuant to Government Code 54954.3.
4. Members of the public shall not be required to submit public comments in advance of a Board meeting and shall be provided an opportunity to address the Board and offer comments in real time.
5. Public comment periods shall not be closed until the timed public comment period, if such is offered by the Board, has elapsed or, if not timed, until a reasonable amount of time per agenda item has been allowed.
6. If during a Board meeting a disruption occurs which prevents the district from broadcasting the meeting to members of the public or for members of the public to offer public comments, the Board shall take no further action on any agenda item until public access via the call-in or internet-based service option to the meeting is restored.

The district may, in its discretion, provide a physical location from which the public may attend or comment. (Government Code 54953)

9320 Meetings and Notices (continued)

The Board may continue to conduct meetings by teleconference, as specified above for teleconferencing during proclaimed states of emergency, by a majority vote finding within 30 days after teleconferencing for the first time, and every 30 days thereafter, that either: (Government Code 54953)

1. The state of emergency continues to directly impact the ability of the Board to meet safely in person.
2. State or local officials continue to impose or recommend measures to promote social distancing.

Board Approved Revisions:

February 24, 2022 / March 11, 2021

September 11, 2014 / May 9, 2013

December 13, 2012 / July 19, 2012

September 25, 2008 / August 14, 2007

September 25, 2003

Effective Date: July 1, 2004

REVISION

9320 Meetings and Notices

Meetings of the Governing Board are conducted for the purpose of accomplishing district business.- In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law.- To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. -All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

A ~~board~~Board meeting exists whenever a majority of Board members gather at the same time and location, including teleconference location as permitted by Government Code 54953, to hear, discuss, deliberate, or take action upon any item within the subject matter jurisdiction of the Board or district. -(Government Code 54952.2)

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, including social media and other electronic communications, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

However, an employee or district official may engage in separate conversations or communications with ~~board~~Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. -(Government Code 54952.2)

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. (Government Code 54953.2, 54954.1, 54954.2)
~~(Government Code 54953.2, 54954.1, 54954.2)~~

Regular Meetings

The Board shall hold two (2) regular meeting(s) each month, unless otherwise designated by the Board of Trustees or as noted below. Regular meetings shall be held at 6:30 p.m. on the second and fourth Thursdays at the Etiwanda School District Education Center unless otherwise designated by the Board of Trustees. During the months of June, July, August, November, December, and January, the Board may meet on only one occasion. In March or April, depending upon the student spring recess, one or two meetings may be held. Meetings shall end by 10:30 p.m. unless a special request for extension is submitted by a Board member.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the district's ~~internet~~-web site.

(Government Code 54954.2)

Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board, less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at ~~a public office or location designated for that purpose.~~
a public office or location designated for that purpose at the time the materials are distributed to all or a majority of the Board. (Government Code 54957.5)

Adjourned/Continued Meetings

~~The Board may adjourn/continue any regular or special meeting to a later time and location that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and shall give notice in the same manner required for special meetings.-(Government Code 54955)~~

9320 Meetings and Notices (continued)

~~Within 24 hours after the time of adjournment, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held.
(Government Code 54955)~~

~~A regular or special meeting may be adjourned prior to the scheduled start time for the meeting. In such cases, written notice of the adjournment of the meeting shall be sent promptly to all Board members and the local media who routinely receive notice of meetings and agendas, and notice of the adjourned meeting shall be posted at one or more locations at District facilities, which are freely accessible to members of the public, and on the door of the meeting location. Such notice shall be posted, whenever possible, 24 hours prior to the scheduled start time of the adjourned meeting.~~

Special Meetings

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members. - However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1. - (Government Code 54956)

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. -The notice also shall be posted on the district's ~~Internet~~ web site. -The notice shall be received at least 24 hours before the time of the meeting. -The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. -The notice shall specify the time and location of the meeting and the business to be transacted or discussed. -No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)
~~(Education Code 35144; Government Code 54956)~~

9320 Meetings and Notices (continued)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. ~~(Education Code 35144; Government Code 54956)~~

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. ~~No opportunity will be provided for public comment on items not described in the notice of a special meeting. (Government Code 54954.3)~~

Emergency Meetings

In the case of an *emergency situation* for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. ~~The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)~~

An *emergency situation* means either of the following: ~~(Government Code 54956.5)~~

1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board.
- ~~2.~~
2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist ~~activity~~ ~~act~~, or threatened terrorist ~~activity~~ ~~act~~ that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board.

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification must be exhausted. ~~If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time notification is given to the other members of the Board about the meeting. (Government Code 54956.5)~~

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. ~~(Government Code 54956.5)~~

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The Board may adjourn/continue any regular or special meeting to a later time and location that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and place and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held. (Government Code 54955)

Study Sessions, Retreats, Public Forums, and Discussion Meetings

9320 Meetings and Notices (continued)

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. -All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. -Action items shall not be included on the agenda for these meetings.

MARKUP

9320 Meetings and Notices (continued)

Other Gatherings

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. ~~1.~~ A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members.
2. ~~2.~~ An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern.
3. ~~3.~~ An open and noticed meeting of another body of the district.
4. ~~4.~~ An open and noticed meeting of a legislative body of another local agency.
5. ~~5.~~ A purely social or ceremonial occasion.
6. ~~6.~~ An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers.

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)

Location of Meetings

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135. In addition, meetings shall not be held in a facility which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

Meetings shall be held within district boundaries, except to do any of the following: (Government Code 54954)
~~(Government Code 54954)~~

1. ~~1.~~ Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party.
2. ~~2.~~ Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property.
3. ~~3.~~ Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law.
4. ~~4.~~ Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if ~~it's~~ principal office is located outside the district.
5. ~~5.~~ Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction.
6. ~~6.~~ Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility.

9320 Meetings and Notices (continued)

7. ~~7.~~ Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs.
8. ~~8.~~ Attend conferences on ~~non-adversarial~~ nonadversarial collective bargaining techniques.
9. ~~9.~~ Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district.
10. ~~10.~~ Interview a potential employee from another district.

MARKUP

9320 Meetings and Notices (continued)

Meetings exempted from the boundary requirements, as specified in items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a location designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication. - (Government Code 54954)

Teleconferencing

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. -(Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. -All votes taken during a teleconference meeting shall be by roll call.- (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. -(Government Code 54953)

Agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. -Additional teleconference locations may be provided to the public.- (Government Code 54953)

All teleconference locations shall be accessible to the public.- All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location. -(Government Code 54953)

~~All board policies, administrative regulations, and bylaws, shall apply equally to meetings that are teleconferenced. The Superintendent or designee shall facilitate public participation in the meeting at each teleconference location.~~

Board Approved Revisions:
March 11, 2021
September 11, 2014
May 9, 2013
December 13, 2012
July 19, 2012
September 25, 2008
August 14, 2007
September 25, 2003

~~Effective Date: July 1, 2004 **Teleconferencing During a Proclaimed State of Emergency**~~

~~The Board may conduct Board meetings by teleconference without posting agendas at all teleconference locations, identifying teleconference locations in meeting notices and agendas, allowing public access to each teleconference location, providing an opportunity for members of the public to address the Board directly at each teleconference location, and ensuring that at least a quorum of the Board participate from locations within district boundaries, during a proclaimed state of emergency pursuant to Government Code 8625-8629 in any of the following circumstances: (Government Code 54953)~~

- ~~1. State or local officials have imposed or recommended measures to promote social distancing~~
- ~~2. For the purpose of determining, by majority vote, whether as the result of the emergency meeting in person would present imminent risks to the health or safety of attendees~~
- ~~3. When it has been determined, by majority vote as described in Item #2 above, that as a result of the~~

9320 Meetings and Notices (continued)

emergency meeting in person would present imminent risks to the health or safety of attendees

To conduct a teleconference meeting for these purposes the following requirements shall be satisfied: (Government Code 54953)

1. The notice and agenda shall be given and posted as otherwise required by the Brown Act
2. The notice and agenda of the meeting shall specify the means by which members of the public may access the meeting and offer public comments, including via a call-in or internet-based service option

Members of the public may be required to register to log in to a meeting when making public comments through an internet web site or other online platform that is operated by a third-party and not under the control of the Board.

3. Members of the public shall be allowed to access the meeting, and the agenda shall provide an opportunity for members of the public to address the Board directly pursuant to Government Code 54954.3

MARKUP

9320 Meetings and Notices

4. Members of the public shall not be required to submit public comments in advance of a Board meeting and shall be provided an opportunity to address the Board and offer comments in real time
5. Public comment periods shall not be closed until the timed public comment period, if such is offered by the Board, has elapsed or, if not timed, until a reasonable amount of time per agenda item has been allowed
6. If during a Board meeting a disruption occurs which prevents the district from broadcasting the meeting to members of the public or for members of the public to offer public comments, the Board shall take no further action on any agenda item until public access via the call-in or internet-based service option to the meeting is restored

The district may, in its discretion, provide a physical location from which the public may attend or comment. (Government Code 54953)

The Board may continue to conduct meetings by teleconference, as specified above for teleconferencing during proclaimed states of emergency, by a majority vote finding within 30 days after teleconferencing for the first time, and every 30 days thereafter, that either: (Government Code 54953)

1. The state of emergency continues to directly impact the ability of the Board to meet safely in person
2. State or local officials continue to impose or recommend measures to promote social distancing

[Home](#) [Anonymous profile](#) **Invoice # 02114**

[Back](#)

Invoice #02114

Balance due: \$250.00

Thank you for your CalSPRA membership!

If paying by check, please make check out to: California School Public Relations Association

and mail to:

CalSPRA
10265 Rockingham Dr.
Ste 100 PMB 5060
Sacramento, CA 95827

[Pay online](#)

Invoice details

Balance due	\$250.00
Amount	\$250.00
Invoice #	02114
Date	February 09, 2022
Origin	Member renewal Institutional
Invoiced to	Jeannie Tavalazzi, Eitwanda School District jeannie_tavalazzi@etiwanda.org

Item	Amount
Membership renewal. Level: Institutional. Renew to March 11, 2023	\$250.00
Invoice total	\$250.00

2021-22 Federal Transferability

Federal transferability of funds is governed by Title V in ESSA Section 5102. An LEA may transfer Title II, Part A and or Title IV, Part A program funds to other allowable programs. This transferability is not the same as Title V, Part B Alternative Uses of Funds Authority governed by ESEA Section 5211.

Note: Funds utilized under Title V, Part B Alternative Uses of Funds Authority are not to be included on this form.

CDE Program Contact:

Lisa Fassett, Professional Learning Support & Monitoring Office, LFassett@cde.ca.gov, 916-323-4963
 Kevin Donnelly, Rural Education and Student Support Office, TitleIV@cde.ca.gov, 916-319-0942

Title II, Part A Transfers

2021-22 Title II, Part A allocation	\$250,365
Transferred to Title I, Part A	\$0
Transferred to Title I, Part C	\$0
Transferred to Title I, Part D	\$0
Transferred to Title III English Learner	\$0
Transferred to Title III Immigrant	\$0
Transferred to Title IV, Part A	\$0
Transferred to Title V, Part B, Subpart 1 Small, Rural School Achievement Grant	\$0
Transferred to Title V, Part B, Subpart 2 Rural and Low-Income Grant	\$0
Total amount of Title II, Part A funds transferred out	\$0
2021-22 Title II, Part A allocation after transfers out	\$250,365

Title IV, Part A Transfers

2021-22 Title IV, Part A allocation	\$87,946
Transferred to Title I, Part A	\$0
Transferred to Title I, Part C	\$0
Transferred to Title I, Part D	\$0
Transferred to Title II, Part A	\$0
Transferred to Title III English Learner	\$0
Transferred to Title III Immigrant	\$0
Transferred to Title V, Part B Subpart 1 Small, Rural School Achievement Grant	\$0
Transferred to Title V, Part B Subpart 2 Rural and Low-Income Grant	\$0
Total amount of Title IV, Part A funds transferred out	\$0
2021-22 Title IV, Part A allocation after transfers out	\$87,946

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2021-22 Title I, Part A Nonprofit Private School Equitable Services Reservations

The purpose of this data collection is to calculate the Title I, Part A nonprofit private school equitable services proportional share allocation and report nonprofit private school reservations.

CDE Program Contact:

Sylvia Hanna, Title I Policy, Program, and Support Office, SHanna@cde.ca.gov, 916-319-0948

Nonprofit Private School Equitable Services Percentage Calculation

Total participating nonprofit private school low income students	60
Total participating public and nonprofit private school low income students	1,983
Percent of nonprofit private school low income students for equitable service calculation	3.03%

Title I, Part A LEA Allocation

2021-22 Title I, Part A LEA allocation	\$1,312,018
Nonprofit private school equitable services proportional share amount	\$39,754

Equitable Services Required Reservations

Minimum parent and family engagement reservation (If the LEA allocation is greater than \$500,000, then the minimum parent and family engagement equals 1% of the nonprofit private school equitable services proportional share amount.)	\$398
Parent and family engagement	\$398

Equitable Services Authorized Reservations

Other authorized activities	\$0
Indirect cost reservation	\$0
Administrative reservation	\$0

Reservation Summary

Total equitable services required and authorized reservations	\$398
Amount available for direct equitable services	\$39,356

*****Warning*****

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2021-22 Title I, Part A LEA Allocation and Reservations

To report LEA required and authorized reservations before distributing funds to schools.

CDE Program Contact:

Sylvia Hanna, Title I Policy, Program, and Support Office, SHanna@cde.ca.gov, 916-319-0948
 Rina DeRose, Title I Policy, Program, and Support Office, RDerose@cde.ca.gov, 916-323-0472

2021-22 Title I, Part A LEA allocation (+)	\$1,312,018
Transferred-in amount (+)	\$0
Nonprofit private school equitable services proportional share amount (-)	\$39,754
2021-22 Title I, Part A LEA available allocation	\$1,272,264

Required Reservations

Parent and family engagement (If the allocation is greater than \$500,000, then parent and family engagement equals 1% of the allocation minus the nonprofit private school equitable services proportional share amount.)	\$12,723
School parent and family engagement	\$11,808
LEA parent and family engagement	\$1,312
Local neglected institutions Does the LEA have local institutions for neglected children?	No
Local neglected institutions reservation	\$0
Local delinquent institutions Does the LEA have local institutions for delinquent children?	No
Local delinquent institutions reservation	\$0
Direct or indirect services to homeless children, regardless of their school of attendance	\$2,000

Authorized Reservations

Public school Choice transportation	\$0
Other authorized activities	\$388,847
2021-22 Approved indirect cost rate	3.66%
Indirect cost reservation	\$46,324
Administrative reservation	\$0

Reservation Summary

Total LEA required and authorized reservations	\$438,483
School parent and family engagement reservation	\$11,808
Amount available for Title I, Part A school allocations	\$821,973

*****Warning*****

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2021-22 Title II, Part A LEA Allocations

The purpose of this data collection is to calculate the total allocation amount available to the local educational agency (LEA) for Title II, Part A Supporting Effective Instruction.

CDE Program Contact:

Alice Ng (Fiscal), Division Support Office, ANg@cde.ca.gov, 916-323-4636

Lisa Fassett (Program), Professional Learning Support & Monitoring Office, LFassett@cde.ca.gov, 916-323-4963

2021-22 Title II, Part A allocation	\$250,365
Transferred-in amount	\$0
Total funds transferred out of Title II, Part A	\$0
Allocation after transfers	\$250,365
Repayment of funds	\$0
2021-22 Total allocation	\$250,365
Administrative and indirect costs	\$8,840
Equitable services for nonprofit private schools	\$9,900
2021-22 Title II, Part A adjusted allocation	\$231,625

*****Warning*****

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2021-22 Title III English Learner LEA Allocations and Reservations

The purpose of this data collection is to show the total allocation amount available to the local educational agency (LEA) for the Title III English Learner (EL) student program and to report required reservations.

CDE Program Contact:

Caroline Takahashi, Language Policy and Leadership Office, CTakahashi@cde.ca.gov, 916-323-5739
 Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Total Allocation

2021-22 Title III EL student program allocation	\$144,963
Transferred-in amount	\$0
Repayment of funds	\$0
2021-22 Total allocation	\$144,963

Allocation Reservations

Professional development activities	\$0
Program and other authorized activities	\$142,121
English proficiency and academic achievement	\$0
Parent, family, and community engagement	\$0
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$2,842
Total allocation reservations	\$144,963

*****Warning*****

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2021-22 Title III English Learner YTD Expenditure Report, 6 Months

A report of year-to-date (YTD) expenditures by activity. Activity period covered is July 1, 2021 through December 31, 2021.

CDE Program Contact:

Caroline Takahashi, Language Policy and Leadership Office, CTakahashi@cde.ca.gov, 916-323-5739
 Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Required and authorized Title III English Learner (EL) student program activities

An eligible entity receiving funds under the Every Student Succeeds Act section 3115 (c)-(d) shall use the funds for the supplementary services as part of the language instruction program for EL students.

Refer to the Program Information link above for required and authorized EL student program activities.

Refer to the Data Entry Instructions link above for Expenditure Report Instructions.

2021-22 Title III EL student program allocation	\$144,963
Transferred-in amount	\$0
2021-22 Total allocation	\$144,963
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$0
2000-2999 Classified personnel salaries	\$39,290
3000-3999 Employee benefits	\$8,057
4000-4999 Books and supplies	\$346
5000-5999 Services and other operating expenditures	\$0
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$2,842
Total year-to-date expenditures	\$50,535
2021-22 Unspent funds	\$94,428

*****Warning*****

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2021-22 Title III Immigrant LEA Allocations and Reservations

The purpose of this data collection is to show the total allocation amount available to the local educational agency (LEA) for the Title III Immigrant student program and to report required reservations.

CDE Program Contact:

Caroline Takahashi, Language Policy and Leadership Office, CTakahashi@cde.ca.gov, 916-323-5739
 Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Total Allocation

2021-22 Title III Immigrant student program allocation	\$80,172
Transferred-in amount	\$0
Repayment of funds	\$0
2021-22 Total allocation	\$80,172

Allocation Reservations

Authorized activities	\$77,341
Direct administrative costs (amount should not exceed 2% of the student program allocation plus transferred-in amount)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$2,831
Total allocation reservations	\$80,172

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2021-22 Title III Immigrant YTD Expenditure Report, 6 Months

A report of year-to-date (YTD) expenditures by activity. Activity period covered is July 1, 2021 through December 31, 2021.

CDE Program Contact:

Caroline Takahashi, Language Policy and Leadership Office, CTakahashi@cde.ca.gov, 916-323-5739
 Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Authorized Title III Immigrant student program activities

An eligible entity receiving funds under the Every Student Succeeds Act section 3114(d)(1) shall use the funds to pay for supplemental activities that provide enhanced instructional opportunities for immigrant children and youth.

Refer to the Program Information link above for authorized Immigrant student program activities.

Refer to the Data Entry Instructions link above for Expenditure Report Instructions.

2021-22 Title III immigrant student program allocation	\$80,172
Transferred-in amount	\$0
2021-22 Total allocation	\$80,172
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$0
2000-2999 Classified personnel salaries	\$15,167
3000-3999 Employee benefits	\$3,678
4000-4999 Books and supplies	\$2,300
5000-5999 Services and other operating expenditures	\$0
Direct administrative costs (amount should not exceed 2% of the student program allocation plus transferred-in amount)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$0
Total year-to-date expenditures	\$21,145
2021-22 Unspent funds	\$59,027

*****Warning*****

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2021-22 Title IV, Part A LEA Allocations

The purpose of this data collection is to calculate the total allocation amount available to the local educational agency (LEA) for Title IV, Part A and to report reservations.

CDE Program Contact:

Kevin Donnelly, Rural Education and Student Support Office , TitleIV@cde.ca.gov, 916-319-0942

2021-22 Title IV, Part A LEA allocation	\$87,946
Funds transferred-in amount	\$0
Funds transferred-out amount	\$0
2021-22 Title IV, Part A LEA available allocation	\$87,946
Indirect cost reservation	\$3,105
Administrative reservation	\$0
Equitable services for nonprofit private schools	\$3,476
2021-22 Title IV, Part A LEA adjusted allocation	\$81,365

*****Warning*****

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2021-22 Consolidation of Administrative Funds

A request by the local educational agency (LEA) to consolidate administrative funds for specific programs.

CDE Program Contact:

Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

Title I, Part A Basic SACS Code 3010	Yes
Title I, Part C Migrant Education SACS Code 3060	No
Title I, Part D Delinquent SACS Code 3025	No
Title II, Part A Supporting Effective Instruction SACS Code 4035	Yes
Title III English Learner Students - 2% maximum SACS Code 4203	Yes
Title III Immigrant Students SACS Code 4201	Yes
Title IV, Part A Student Support - 2% maximum SACS Code 4127	Yes
Title IV, Part B 21st Century Community Learning Centers SACS Code 4124	No

*****Warning*****

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California Department of Education

Etiwanda Elementary (36 67702 0000000)

Consolidated Application

Status: Certified
Saved by: Michael Mancuso
Date: 2/7/2022 1:02 PM

2021-22 Title II, Part A / Title III Nonprofit Private School Participation

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

Note: Participation is based on the number of eligible students enrolled in the grade levels in a nonprofit private school located in areas served by the LEA.

CDE Program Contact:

Geeta Rezvani , Professional Learning Support & Monitoring Office, GRezvani@cde.ca.gov, 916-323-5595
Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Title II, Part A Improving Teacher and Principal Quality

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

Title III Immigrant and English Learner Student Subgrant Program

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

School Name	School Code	Enrollment	Title II, Part A Participation	Title III Immigrant Participation	Title III English Learner Participation	School Added
Sacred Heart Parish School	6981948	262	Y	N	N	N

*****Warning*****

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Report Date:2/7/2022

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California Department of Education

Etiwanda Elementary (36 67702 0000000)

Consolidated Application

Status: Certified
Saved by: Michael Mancuso
Date: 2/7/2022 1:02 PM

2021-22 Title II, Part A / Title III Nonprofit Private School Participation

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

Note: Participation is based on the number of eligible students enrolled in the grade levels in a nonprofit private school located in areas served by the LEA.

School Name	School Code	Enrollment	Title II, Part A Participation	Title III Immigrant Participation	Title III English Learner Participation	School Added
Water of Life Christian	7104623	226	Y	N	N	N

*****Warning*****

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California Department of Education

Etiwanda Elementary (36 67702 0000000)

Consolidated Application

Status: Certified
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Date: 2/7/2022 1:01 PM

2021-22 Title I, Part A School Student Counts

This data collection contains school-level student data. The information in this data collection will be used by the local educational agency (LEA) to calculate eligibility and ranking for Title I, Part A school allocations.

CDE Program Contact:

Rina DeRose, Title I Policy, Program, and Support Office, RDeRose@cde.ca.gov, 916-323-0472

School ranking options Within each grade span group

Select the highest to lowest school ranking method

Select a low income measure FRPM

Explanation of Pre-populated Student Counts

The data fields in this form, containing total student enrollment counts and eligible low income students ages 5-17 counts, were pre-populated with PRIOR year (Fiscal Year 2020–21) certified data from CALPADS Fall 1 data submission.

Note: The LEA may use prior year data or current year data to calculate eligibility and ranking for Title I, Part A school allocations. The LEA may choose to manually enter current year data in place of prior year data.

School Name	School Code	Low Grade Offered	High Grade Offered	Grade Span Group	Student Enrollment	Eligible Low Income Students Ages 5-17
Carleton P. Lightfoot Elementary	6112114	K	5	1	739	263
Caryn Elementary	6107569	K	5	1	566	187
Cecilia Lucero Solorio Elementary	6117519	K	5	1	677	303
David W. Long Elementary	6116263	K	5	1	785	287
Day Creek Intermediate	0102947	6	8	2	1,139	354
East Heritage Elementary	6112130	K	5	1	582	303
Etiwanda Colony Elementary	0102939	K	5	1	563	170
Etiwanda Community Day	0117382	6	8	2	0	0

*****Warning*****

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Report Date:2/7/2022

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California Department of Education

Etiwanda Elementary (36 67702 0000000)

Consolidated Application

Status: Certified
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2021-22 Title I, Part A School Student Counts

This data collection contains school-level student data. The information in this data collection will be used by the local educational agency (LEA) to calculate eligibility and ranking for Title I, Part A school allocations.

School Name	School Code	Low Grade Offered	High Grade Offered	Grade Span Group	Student Enrollment	Eligible Low Income Students Ages 5-17
Etiwanda Intermediate	6035778	6	8	2	1,195	524
Falcon Ridge Elementary	0135293	K	6	1	492	208
Grapeland Elementary	6119622	K	5	1	489	167
Heritage Intermediate	6119630	6	8	2	1,130	534
John L. Golden Elementary	6118467	K	5	1	846	237
Perdew Elementary	0113688	K	5	1	619	337
Summit Intermediate	6035786	6	8	2	1,023	375
Terra Vista Elementary	6112122	K	5	1	878	424
West Heritage Elementary	6108005	K	5	1	589	348
Windrows Elementary	6106595	K	5	1	554	202

Warning

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Report Date:2/7/2022

R03

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California Department of Education

Etiwanda Elementary (36 67702 0000000)

Consolidated Application

Status: Certified
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Date: 2/7/2022 1:01 PM

2021-22 Title I, Part A Notification of Authorization of Schoolwide Program

This report provides notification to the California Department of Education of a school's eligibility and local board approval to operate under and report as Schoolwide Program.

CDE Program Contact:

Title I Policy, Program, and Support Office , TitleI@cde.ca.gov , -
Rina DeRose, Title I Policy, Program, and Support Office, RDeRose@cde.ca.gov, 916-323-0472

School Name	School Code	Authorized SWP	Low Income %	Local Board Approval Date SWP Plan (MM/DD/YYYY)	Local Board Approval Date SWP Waiver (MM/DD/YYYY)	SIG Approval Date (MM/DD/YYYY)
Carleton P. Lightfoot Elementary	6112114	N				
Caryn Elementary	6107569	N				
Cecilia Lucero Solorio Elementary	6117519	Y	45%	04/07/2016		04/07/2016
David W. Long Elementary	6116263	N				
Day Creek Intermediate	0102947	N				
East Heritage Elementary	6112130	Y	52%	04/07/2016		04/07/2016
Etiwanda Colony Elementary	0102939	N				
Etiwanda Community Day	0117382	N				
Etiwanda Intermediate	6035778	N				
Falcon Ridge Elementary	0135293	Y	42%	06/18/2018		03/12/2018
Grapeland Elementary	6119622	N				
Heritage Intermediate	6119630	N				
John L. Golden Elementary	6118467	N				
Perdew Elementary	0113688	Y	54%	04/07/2016		04/07/2016
Summit Intermediate	6035786	N				
Terra Vista Elementary	6112122	N				

*****Warning*****

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Report Date:2/7/2022

FOG

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California Department of Education

Etiwanda Elementary (36 67702 0000000)

Consolidated Application

Status: Certified
Saved by: Michael Mancuso
Date: 2/7/2022 1:01 PM

2021-22 Title I, Part A Notification of Authorization of Schoolwide Program

This report provides notification to the California Department of Education of a school's eligibility and local board approval to operate under and report as Schoolwide Program.

School Name	School Code	Authorized SWP	Low Income %	Local Board Approval Date SWP Plan (MM/DD/YYYY)	Local Board Approval Date SWP Waiver (MM/DD/YYYY)	SIG Approval Date (MM/DD/YYYY)
West Heritage Elementary	6108005	Y	59%	04/07/2016		04/07/2016
Windrows Elementary	6106595	N				

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Report Date:2/7/2022

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California Department of Education

Etiwanda Elementary (36 67702 0000000)

Consolidated Application

Status: Certified
Saved by: Michael Mancuso
Date: 2/7/2022 1:01 PM

2021-22 Title I, Part A Nonprofit Private School Low Income Count

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

CDE Program Contact:

Sylvia Hanna, Title I Policy, Program, and Support Office, SHanna@cde.ca.gov, 916-319-0948
Rina DeRose, Title I Policy, Program, and Support Office, RDeRose@cde.ca.gov, 916-323-0472

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

School Name	School Code	Enrollment	Participating	Low Income Student Count	School Added
Sacred Heart Parish School	6981948	262	Y	36	N
Water of Life Christian	7104623	226	Y	24	N

*****Warning*****

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Report Date:2/7/2022

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California Department of Education

Etiwanda Elementary (36 67702 0000000)

Consolidated Application

Status: Certified
 Saved by: Michael Mancuso
 Date: 2/7/2022 1:01 PM

2021-22 Title I, Part A School Allocations

This report identifies the amount of Title I, Part A funds to be allocated to eligible schools.

CDE Program Contact:

Title I Policy, Program, and Support Office , TitleI@cde.ca.gov, -
 Rina DeRose, Title I Policy, Program, and Support Office, RDeRose@cde.ca.gov, 916-323-0472

If applicable, enter a Discretion Code. Use lower case only.

Allowable Discretion Codes

- a - Below LEA average and at or above 35% student low income
- d - Waiver for a desegregation plan on file
- e - Grandfather provision
- f - Feeder pattern

Low income measure

FRPM

Ranking Schools Highest to Lowest

Within each grade span group

LEA-wide low income %

40.60%

Available Title I, Part A school allocations

\$821,973

Available parent and family engagement reservation

\$11,808

School Name	School Code	Grade Span Group	Student Enrollment	Eligible Low Income Students Ages 5-17	Low Income Student %	Eligible to be Served	Required to be Served	Ranking	\$ Per Low Income Student	TIA School Allocation	2020-21 Carryover	Parent and Family Engagement	Total School Allocation	Discretion Code
West Heritage Elementary	6108005	1	589	348	59.08	Y	N	1	427.47	148759.56		\$1,843	150602.56	
Perdew Elementary	0113688	1	619	337	54.44	Y	N	2	427.45	144050.65		\$1,843	145893.65	
East Heritage Elementary	6112130	1	582	303	52.06	Y	N	3	427.45	129517.35		\$2,490	132007.35	
Terra Vista Elementary	6112122	1	878	424	48.29	Y	N	4	427.44	181234.56		\$1,543	182777.56	
Cecilia Lucero Solorio Elementary	6117519	1	677	303	44.76	Y	N	5	427.43	129511.29		\$2,240	131751.29	
Falcon Ridge Elementary	0135293	1	492	208	42.28	Y	N	6	427.40	88899.20		\$1,849	90748.20	
David W. Long Elementary	6116263	1	785	287	36.56	N	N	7	0.00	0.00			0.00	

*****Warning*****

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Report Date:2/7/2022

FCB

California Department of Education

Etiwanda Elementary (36 67702 0000000)

Consolidated Application

Status: Certified
 Saved by: Michael Mancuso
 Date: 2/7/2022 1:01 PM

2021-22 Title I, Part A School Allocations

This report identifies the amount of Title I, Part A funds to be allocated to eligible schools.

School Name	School Code	Grade Span Group	Student Enrollment	Eligible Low Income Students Ages 5-17	Low Income Student %	Eligible to be Served	Required to be Served	Ranking	\$ Per Low Income Student	TIA School Allocation	2020-21 Carryover	Parent and Family Engagement	Total School Allocation	Discretion Code
Windrows Elementary	6106595	1	554	202	36.46	N	N	8	0.00	0.00			0.00	
Carleton P. Lightfoot Elementary	6112114	1	739	263	35.59	N	N	9	0.00	0.00			0.00	
Grapeland Elementary	6119622	1	489	167	34.15	N	N	10	0.00	0.00			0.00	
Caryn Elementary	6107569	1	566	187	33.04	N	N	11	0.00	0.00			0.00	
Etiwanda Colony Elementary	0102939	1	563	170	30.20	N	N	12	0.00	0.00			0.00	
John L. Golden Elementary	6118467	1	846	237	28.01	N	N	13	0.00	0.00			0.00	
Heritage Intermediate	6119630	2	1130	534	47.26	Y	N	1	0.00	0.00			0.00	
Etiwanda Intermediate	6035778	2	1195	524	43.85	Y	N	2	0.00	0.00			0.00	
Summit Intermediate	6035786	2	1023	375	36.66	N	N	3	0.00	0.00			0.00	
Day Creek Intermediate	0102947	2	1139	354	31.08	N	N	4	0.00	0.00			0.00	
Etiwanda Community Day	0117382	2	0	0	0.00	N	N	5	0.00	0.00			0.00	

Warning

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Report Date:2/7/2022

R02

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California Department of Education

Etiwanda Elementary (36 67702 0000000)

Consolidated Application

Status: Certified
Saved by: Michael Mancuso
Date: 2/7/2022 1:02 PM

2021-22 Title IV, Part A Nonprofit Private School Participation

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

CDE Program Contact:

Kevin Donnelly, Rural Education and Student Support Office , TitleIV@cde.ca.gov, 916-319-0942

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

Note: Participation is based on the number of eligible students enrolled in the grade levels in a nonprofit private school located in areas served by the LEA.

School Name	School Code	Enrollment	Title IV, Part A Participation	School Added
Sacred Heart Parish School	6981948	262	Y	N
Water of Life Christian	7104623	226	Y	N

*****Warning*****

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Report Date:2/7/2022

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Caryn Elementary

6290 SIERRA CREST VIEW LOOP, ALTA LOMA, CA 91737

Comprehensive School Safety Plan APPROVAL FORM

2021 - 2022

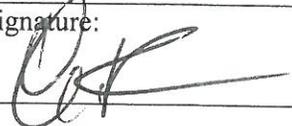
Reviewed, Updated and Submitted By:

School Site Council (SSC) OR Safety Planning Committee
On
(December 9, 2021)

Roster of Individuals who Developed, Reviewed and Updated the Safety Plan

(list all participants and their title/affiliation)	
Dino Tavalazzi	Principal
Bill Roozeboom	Parent Representative
Karen Ferns	Classified Representative
Tina Gilfry	Teacher Representative
Pam Parker	Teacher Representative
Rob Austin	Teacher Representative
Michael Marinello	Parent Representative
Vonetta Lawrence	Parent Representative
Matthew Shin	Parent Representative
Yuliya Labanouskaya	Parent Representative

Law Enforcement Review

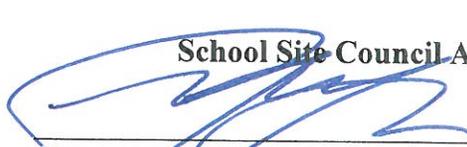
Reviewed By: <input type="checkbox"/> Fontana Police Department Or <input checked="" type="checkbox"/> Rancho Cucamonga Sherriff's Department	Name: <u>C. Resendez</u>	Signature: 	Date: <u>10/1/21</u>
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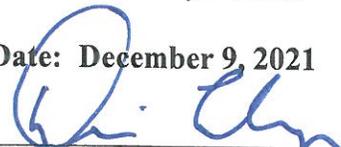
Public Meeting (pursuant to Education Code 32288)

Date: December 7, 2021

Location: Caryn Office

School Site Council Adopted on: Date: December 9, 2021


Signature - SSC President


Signature - Principal

Approved by Board of Trustees

Approved By (EC 32288)
Etiwanda School District Board of Trustees
6061 East Avenue, Etiwanda, CA 91739 (909) 899-2451

Date Approved: _____

6. J.



Carleton P. Lightfoot Elementary School

6989 Kenyon Way
Alta Loma, CA 91701
Office (909) 989-6120
FAX (909) 941-0519

Comprehensive School Safety Plan

APPROVAL FORM

2021 - 2022

Reviewed, Updated and Submitted By:

School Site Council (SSC) OR Safety Planning Committee

On

Roster of Individuals who Developed, Reviewed and Updated the Safety Plan

(list all participants and their title/affiliation)

Justin Kooyman- <i>Principal at CPL</i>	Candice Aerts- <i>SSC Staff Member</i>
Jenni Bishop- <i>SSC Teacher Member</i>	Amy Diomedes- <i>SSC Teacher Member</i>
Marie Stout- <i>SSC Teacher Member</i>	Myiesha Majors- <i>SSC Parent Member</i>
Alex Carrillo- <i>SSC Parent Member</i>	Arlyn Fergusson- <i>SSC Parent Member</i>
Danielle Lipkin- <i>SSC Parent Member</i>	Sara Randazzo- <i>SSC Parent Member</i>

Law Enforcement Review

Reviewed By:

<input type="checkbox"/> Fontana Police Department Or <input checked="" type="checkbox"/> Rancho Cucamonga Sherriff's Department	Name: <u>Deputy C. Resendez</u>	Signature: 	Date: <u>12/8/21</u>
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Public Meeting (pursuant to Education Code 32288)

Date: 12/9/21 Location: Zoom

School Site Council Adopted on: Date 12/9/21

Signature - SSC President

Signature - Principal

Approved by Board of Trustees

Approved By (EC 32288)
Etiwanda School District Board of Trustees
6061 East Avenue, Etiwanda, CA 91739 (909) 899-2451

Date Approved: _____



DW Long Rangers

Learn Today to Lead Tomorrow

Mrs. Sherod
Principal

Mr. Rodriguez
Assistant
Principal

Comprehensive School Safety Plan APPROVAL FORM 2021 - 2022

Reviewed, Updated and Submitted By:

School Site Council (SSC) OR Safety Planning Committee

On
(Insert Date)

Roster of Individuals who Developed, Reviewed and Updated the Safety Plan

(list all participants and their title/affiliation)		
Nancy Sherod/Principal	Paige Zemlock/Teacher	Matt Durkin/Parent
Michael Rodriguez/Asst. Principal	Judy Gonzalez/Teacher	Heidi Houtz/Parent
Jaime Draper/Safety Team	Laura Gomez, Teacher	Fatemeh Soudi/Parent
Karen Garcia/Safety Team	Natalie Morales/Parent	Marisol Inzunza/ BMC Parent
Angela Venas/Safety Team		

Law Enforcement Review

Reviewed By:

<input checked="" type="checkbox"/> Fontana Police Department Or <input type="checkbox"/> Rancho Cucamonga Sheriff's Department	Name: OFFICER J. VENZOR	Signature: 	Date: 02-02-2022
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Public Meeting (pursuant to Education Code 32288)

Date: 1/21/22 Location: Virtual Meeting

School Site Council Adopted on: Date 1/21/22

 Signature - SSC President
 Signature - Principal

Approved by Board of Trustees

Approved By (EC 32288) Date Approved: _____
 Etiwanda School District Board of Trustees
 6061 East Avenue, Etiwanda, CA 91739 (909) 899-2451

Safety Plan/Approval Form - Council and Board

Revised July 2021



East Heritage Elementary School

Mrs. Ashton, Principal
Miss Prothro, Assistant Principal
Mr. McCormack, Assistant Principal

Comprehensive School Safety Plan
APPROVAL FORM
2021 - 2022

Reviewed, Updated and Submitted By:
 School Site Council (SSC) **OR** Safety Planning Committee

On
12/16/2021

Roster of Individuals who Developed, Reviewed and Updated the Safety Plan

Rayna Prothro – Assistant Principal
Stacy Kaufold – Teacher Safety Representative
Melanie Martinez – Preschool Teacher
Irene Upcraft – Second Grade Teacher

Law Enforcement Review

Reviewed By:

<input type="checkbox"/> Fontana Police Department Or <input checked="" type="checkbox"/> San Joaquin County Sheriff's Department	Name: <u>OFFICER JENNIE VENZOR</u>	Signature: 	Date: <u>01-26-2022</u>
---	------------------------------------	---	-------------------------

Public Meeting (pursuant to Education Code 32288)

Date: 12/16/2021 Location: Zoom

School Site Council Adopted on: Date 12/16/2021


Signature – SSC President


Signature – Principal

Approved by Board of Trustees

Approved By (EC 32288)
Etiwanda School District Board of Trustees
6061 East Avenue, Etiwanda, CA 91739 (909) 899-2451

Date Approved: _____

Safety Plan/Approval Form – Council and Board



"The PRIDE of Etiwanda"

Etiwanda Colony Elementary
13144 Banyan Street
Etiwanda, CA 91739
(909) 803-3911
(909) 803-3017 Absence Line
(909) 803-3917 Fax



Kerry Hackman, Principal
Christine Reed, TVP

Comprehensive School Safety Plan APPROVAL FORM 2021 - 2022

Reviewed, Updated and Submitted By:

School Site Council (SSC) OR Safety Planning Committee

On
(Insert Date) 10/14/2021

Roster of Individuals who Developed, Reviewed and Updated the Safety Plan

(list all participants and their title/affiliation)

Catherine Patterson	} Parents	Kate Geye
Natalie Dertoro		Karee Coffman
Heather Paz		Andrea Toupal
Jennifer Greco		Kerry Hackman
Landon O'Banion		

Law Enforcement Review

Reviewed By:

<input type="checkbox"/> Fontana Police Department Or <input checked="" type="checkbox"/> Rancho Cucamonga Sherriff's Department	Name: <u>C. RESENDEL</u>	Signature: <u>[Signature]</u>	Date: <u>2.1.22</u>
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Public Meeting (pursuant to Education Code 32288)

Date: 10/14/21 Location: ZOOM

School Site Council Adopted on: Date Jan. 26, 2022

[Signature]
Signature - SSC President [Signature]
Signature - Principal

Approved by Board of Trustees

Approved By (EC 32288) _____ Date Approved: _____
Etiwanda School District Board of Trustees
6061 East Avenue, Etiwanda, CA 91739 (909) 899-2451



Lisa Richter, Principal
 Twyla Bowman, Assistant Principal

5470 Lytle Creek Road
 Fontana, CA 92336
 909-463-6111

Comprehensive School Safety Plan APPROVAL FORM

2021 - 2022

Reviewed, Updated and Submitted By:

School Site Council (SSC) OR Safety Planning Committee

On 10/06/2021

Roster of Individuals who Developed, Reviewed and Updated the Safety Plan

Lisa Richter, Twyla Bowman, Carolina Flores, Julie Barragan, Aaron Lewis, Brittany McCullough,
 Courtney Garber, Janice Gordon, Shannon Hooks, Michael Lindskog, Patricia Padilla,

Law Enforcement Review

Reviewed By:

Fontana Police Department 	Name: <u>D. ROMERO SAS</u>	Signature: 	Date: <u>09.26-21</u>
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Public Meeting (pursuant to Education Code 32288)

Date: 10/6/2021

Location: Falcon Ridge Elementary School

School Site Council Adopted on: Date 9:20 10/6/2021

Signature – SSC President

Signature - Principal

Approved by Board of Trustees

Approved By (EC 32288)

Date Approved: _____

Etiwanda School District Board of Trustees
 6061 East Avenue, Etiwanda, CA 91739 (909) 899-2451
Safety Plan/Approval Form – Council and Board



GRAPELAND ELEMENTARY SCHOOL

7171 ETIWANDA AVENUE
ETIWANDA, CA 91739
(909) 463-7026

JOSEPH SHAW, PRINCIPAL
BRETT BEITLER, TEACHING VP



Comprehensive School Safety Plan APPROVAL FORM 2021 - 2022

Reviewed, Updated and Submitted By:

School Site Council (SSC) OR Safety Planning Committee

On
(Insert Date)

Roster of Individuals who Developed, Reviewed and Updated the Safety Plan

(list all participants and their title/affiliation)

Joseph Shaw, Principal
Brett Beitler, Teaching Vice Principal
School Site Council: Vanessa Smith, Alisha Serrano, Cassie Alexander, Cindy Salazar,
Michelle Cisneros, Porsche Herrmann, Sharon Whitney, Sue Tisler, Tanya Franklin,
Sean Peterson

Law Enforcement Review

Reviewed By:

<input type="checkbox"/> Fontana Police Department Or <input checked="" type="checkbox"/> Rancho Cucamonga Sherriff's Department	Name: <u>C. PENDER</u>	Signature: 	Date: <u>1-31-22</u>
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Public Meeting (pursuant to Education Code 32288)

Date: 1/27/22 Location: Grapeland Elementary (Virtual)

School Site Council Adopted on: Date 1-27-22

Vanessa Smith
Signature – SSC President

[Signature] 1/27/2022
Signature – Principal

Approved by Board of Trustees

Approved By (EC 32288) Date Approved: _____
Etiwanda School District Board of Trustees
6061 East Avenue, Etiwanda, CA 91739 (909) 899-2451



John L. Golden
ELEMENTARY
reach for the stars



12400 Banyan Ave. Etiwanda, CA 91739

Comprehensive School Safety Plan

Jeff Sipos, *Principal*
 Georgia Wayne, *Assistant Principal*

APPROVAL FORM
 2021 - 2022

909-463-9105
 Fax 909-463-9124

Reviewed, Updated and Submitted By:

School Site Council (SSC) **OR** Safety Planning Committee

On
 December 9, 2021

Roster of Individuals who Developed, Reviewed and Updated the Safety Plan
 (list all participants and their title/affiliation)

Jeff Sipos, Principal
 Georgia Wayne- Assistant Principal, Jennifer Nolasco- Attendance Clerk,
 Liza Chu-SSC Teacher, Laura Jordan,-SSC Secretary, Denise Talbott-SSC Teacher,
 Xialong Tong-SSC Parent, Linda Guo-SSC Parent, Lisa Yang-SSC Parent

Law Enforcement Review

Reviewed By:

<input type="checkbox"/> Fontana Police Department Or <input checked="" type="checkbox"/> Rancho Cucamonga Sherriff's Department	Name: <u>C. VIGIL</u>	Signature: 	Date: <u>1/27/22</u>
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Public Meeting (pursuant to Education Code 32288)

Date: 12/9/21 Location: Virtual via Zoom

School Site Council Adopted on: Date 12/9/21

Signature - SSC President

Signature - Principal

Approved by Board of Trustees

Approved By (EC 32288)
 Etiwanda School District Board of Trustees
 6061 East Avenue, Etiwanda, CA 91739 (909) 899-2451

Date Approved: _____



PERDEW ELEMENTARY SCHOOL

13051 Miller Avenue, Etiwanda, California 91739

Home of the Pioneers

(909)803-3316 FAX (909)803-3941

Kelly Bray
Principal

Rashawn
Vogelzon
Assistant
Principal

Comprehensive School Safety Plan APPROVAL FORM 2021 - 2022

Reviewed, Updated and Submitted By:

School Site Council (SSC) OR Safety Planning Committee

On
(Insert Date)

Roster of Individuals who Developed, Reviewed and Updated the Safety Plan

(list all participants and their title/affiliation)

Kelly Bray - Principal	Jennifer Lopez, Classified Staff
Rashawn Vogelzon - Asst. Principal	Denise Kersey, Parent
Tina Lamar, Teacher	Taliese Middleton, Parent
Jennifer Phillips, Teacher	Tawni Hot-Williams, Parent
Becky Martinez, Teacher	Vipe Desai, Parent
Miriam Gaitan, Teacher	Shahid Rahmatullah, Parent
	Rajvir Kaur, Parent

Reviewed By:

Law Enforcement Review

<input type="checkbox"/> Fontana Police Department Or <input checked="" type="checkbox"/> Rancho Cucamonga Sherriff's Department	Name: <u>C. RESENDEZ</u>	Signature: 	Date: <u>12/2/21</u>
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Public Meeting (pursuant to Education Code 32288)

Date: 12/9/21 Location: Zoom

School Site Council Adopted on: Date 12/9/21

Signature - SSC President

Signature - Principal



Cecilia Lucero Solorio Elementary School

Candra Loftis, Principal

Comprehensive School Safety Plan APPROVAL FORM

2021 - 2022

Reviewed, Updated and Submitted By:

School Site Council (SSC) **OR** Safety Planning Committee

On

12.16.21

Roster of Individuals who Developed, Reviewed and Updated the Safety Plan

(list all participants and their title/affiliation)

Candra Loftis - principal	Alicia Morrison - Teacher
Erica Tarango - Staff	Jennifer Polis - parent
Stephanie Bishop - Teacher	Julie Ridolfi - parent
Denise Kennedy - Teacher	Kerry Murphy - parent
	Dennis Magleno - Parent

Law Enforcement Review

Reviewed By:

<input checked="" type="checkbox"/> Fontana Police Department Or <input type="checkbox"/> Rancho Cucamonga Sherriff's Department	Name: OFFICER J. VENZOR	Signature: 	Date: 02-03-2022
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Public Meeting (pursuant to Education Code 32288)

Date: 12.16.21

Location: VIA ZOOM

School Site Council Adopted on: Date 12.16.21

Signature - SSC President

Signature - Principal

Approved by Board of Trustees

Approved By (EC 32288)
Etiwanda School District Board of Trustees
6061 East Avenue, Etiwanda, CA 91739 (909) 899-2451

Date Approved: _____



A California Distinguished and Gold Ribbon School



Terra Vista Elementary School

7497 Mountain View Drive
Rancho Cucamonga, CA 91730
(909) 945-5715
Kimberly Pollock, Principal
Jamie Peterson, Assistant Principal

Comprehensive School Safety Plan APPROVAL FORM 2021 - 2022

Reviewed, Updated and Submitted By:

School Site Council (SSC) OR Safety Planning Committee

On 1/27/22

Roster of Individuals who Developed, Reviewed and Updated the Safety Plan

Lauren Brandt (parent), Destiny Owen (parent), Chris Miller (parent), Kristin Sanner (parent), Sofia Toro (parent), Kimberly Pollock (principal), Jamie Peterson (assistant principal), Jane Englehardt (educator), Kristina Mendez (educator), Christi Vargas (educator), April Fallon (educator) Amber Thompson (classified staff)

Law Enforcement Review

Reviewed By:

<input type="checkbox"/> Fontana Police Department Or <input checked="" type="checkbox"/> Rancho Cucamonga Sherriff's Department	Name: <u>C. ROSENBERG</u>	Signature: 	Date: <u>1-31-22</u>
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Public Meeting (pursuant to Education Code 32288)

Date: 1/27/22 Location: Zoom for Terra Vista

School Site Council Adopted on: Date 1/27/22

Signature - SSC President

Signature - Principal

Approved by Board of Trustees

Approved By (EC 32288) _____ Date Approved: _____
tiwanda School District Board of Trustees
6061 East Avenue, Etiwanda, CA 91739 (909) 899-2451





West Heritage Elementary School

“Be Safe, Be Respectful, Be Responsible...Be the Best You!”

13690 W. Constitution Way, Fontana, CA 92336
Joanne Jenkins, Principal

Phone: (909) 899-1199

Fax: (909) 899-2297
Sylvia Gonzales, Assistant Principal

Comprehensive School Safety Plan

APPROVAL FORM

2021 - 2022

Reviewed, Updated and Submitted By:

School Site Council (SSC) **OR** Safety Planning Committee

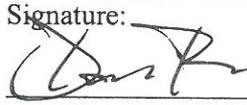
On
10/14/2021

Roster of Individuals who Developed, Reviewed and Updated the Safety Plan

Joanne Jenkins, Principal	Daniel Hutton, SSC
Sylvia Gonzales, Assistant Principal	Lettie Badal, Classified Staff SSC
Sheila Mason, SSC	Brittany Clow, Certificated Staff SSC
Sherry McPhee, SSC	Mika Grace, Certificated Staff SSC
Denise Laing, SSC	Patricia Gross, Certificated Staff SSC
Brad Baldwin, SSC	

Law Enforcement Review

Reviewed By:

<input checked="" type="checkbox"/> Fontana Police Department Or <input type="checkbox"/> Rancho Cucamonga Sherriff's Department	Name: <u>DANIEL ROMERO</u> SAS	Signature: 	Date: <u>12-06-21</u>
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Public Meeting (pursuant to Education Code 32288)

Date: 12/9/2021 Location: West Heritage Elementary

School Site Council Adopted on: Date 10/14/21

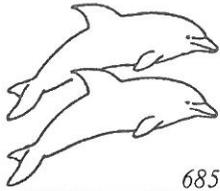

Signature – SSC President


Signature - Principal

Approved by Board of Trustees

Approved By (EC 32288)
Etiwanda School District Board of Trustees
6061 East Avenue, Etiwanda, CA 91739 (909) 899-2451

Date Approved: _____



Windrows Elementary School

6855 Victoria Park Lane, Etiwanda, CA 91739 (909) 899-2641 (909) 899-3197 Fax

Josh Lautenslager, Principal

Amanda Brady, Vice Principal

Comprehensive School Safety Plan APPROVAL FORM 2021 - 2022

Reviewed, Updated and Submitted By:

School Site Council (SSC) on 12/14/21

Roster of Individuals who Developed, Reviewed and Updated the Safety Plan

Josh Lautenslager, Principal Amanda Brady, Vice Principal School Site Council 21-22

Law Enforcement Review

Reviewed By:

<input type="checkbox"/> Fontana Police Department Or <input checked="" type="checkbox"/> Rancho Cucamonga Sherriff's Department	Name: <u>C. RESENDEZ</u>	Signature: 	Date: <u>2-1-22</u>
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Public Meeting (pursuant to Education Code 32288)

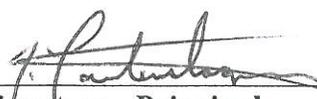
Date: 12/14/21

Location: Windrows Elementary School via Zoom (Covid)

School Site Council Adopted on: 12/14/21



 Signature - SSC President



 Signature - Principal

Approved by Board of Trustees

Approved By (EC 32288)
 Etiwanda School District Board of Trustees
 6061 East Avenue, Etiwanda, CA 91739 (909) 899-2451

Date Approved: _____

SCC Council Members 2021-2022

Name	Role/Office on SCC	Term Ends
Josh Lautenslager	Principal	Permanent
Amanda Brady	Teaching Vice-Principal	Permanent
Amanda Shriver	Teacher Representative	End of 22-23 school year
Elizabeth Judd	Teacher Representative	End of 21-22 school year
Nichole Poling	Classified Employee Representative	End of 21-22 school year
April McAllaster	Parent Representative	End of 21-22 school year
Laurie De Freitas	Parent Representative	End of 22-23 school year
Gowridevi Natarajan	Parent Representative	End of 22-23 school year
Nadia De Los Santos	Parent Representative	End of 22-23 school year
Jessica Nuci	Parent Representative	End of 22-23 school year



Day Creek Intermediate School

Failure Is Not an Option

12345 Coyote Drive, Etiwanda, California 91739 • (909) 803-3300 • FAX: (909) 803-3309



David Apodaca, Principal
Amy Tarasi, Assistant Principal
Jordyn Vander Laan, Assistant Principal

Comprehensive School Safety Plan

APPROVAL FORM

2021 - 2022

Reviewed, Updated and Submitted By:

School Site Council (SSC) **OR** Safety Planning Committee

On
(Insert Date)

Roster of Individuals who Developed, Reviewed and Updated the Safety Plan

David Apodaca, Principal
Amy Tarasi & Jordyn Vander Laan, Assistant Principals
Neyeli Ramos, Secretary
School Site Members, 2021- 2022

Law Enforcement Review

Reviewed By:

<input type="checkbox"/> Fontana Police Department Or <input checked="" type="checkbox"/> Rancho Cucamonga Sherriff's Department	Name: <u>CORY VIGIL</u>	Signature: 	Date: <u>10/4/21</u>
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Public Meeting (pursuant to Education Code 32288)

Date: 10/06/2021

Location: Day Creek Intermediate

School Site Council Adopted on: Date 10/06/2021

Signature – SSC President

Signature - Principal

Approved by Board of Trustees

Approved By (EC 32288)
Etiwanda School District Board of Trustees
6061 East Avenue, Etiwanda, CA 91739 (909) 899-2451

Date Approved: _____

Parent Representatives

Name	Position	Term Ends
Deborah Allen	Parent	2023
Blanca Adams	Parent	2022
Kristy Brown	Parent	2023
Elsa Ouyang	Parent	2023
Nelly Lotfy	Parent	2022

Certificated Representatives

Name

David Apodaca	Principal	N/A
Donna Clayton	Teacher	2023
Lisa Miller	Teacher	2023
Laurie Morrison	Teacher	2023

Neyeli Ramos	Secretary	N/A
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Etiwanda Intermediate School

6925 Etiwanda Avenue, Etiwanda, California 91739

Phone: 909 899-1701 FAX: 909 899-5676

"Building Excellence - Celebrating Success."

Comprehensive School Safety Plan APPROVAL FORM

2021 - 2022

Reviewed, Updated and Submitted By:

School Site Council (SSC) OR Safety Planning Committee

On

12/15/21

Roster of Individuals who Developed, Reviewed and Updated the Safety Plan

School Site Council (list all participants and their title/affiliation) members

Ahammad Khan	Bobbie Campbell	Keisha Haylock
Angela Nelson	Carly Hale	Kirby Gomez
Ben Lautenslager	Kim Porter	Kelly Franklin
		Yvonne Rodriguez
		Kala Buck - VP

Law Enforcement Review

Reviewed By:

<input type="checkbox"/> Fontana Police Department Or <input checked="" type="checkbox"/> Rancho Cucamonga Sheriff's Department	Name: <u>P. ESPINOSA</u>	Signature: 	Date: <u>12/3/2021</u>
--	-----------------------------	----------------	---------------------------

Public Meeting (pursuant to Education Code 32288)

Date: 12/15/21 Location: Virtual

School Site Council Adopted on: Date 12/15/21

Signature - SSC President

Signature - Principal

Approved by Board of Trustees

Approved By (EC 32288)
Etiwanda School District Board of Trustees
6061 East Avenue, Etiwanda, CA 91739 (909) 899-2451

Date Approved: _____

Safety Plan/Approval Form - Council and Board

Revised July 2021

HERITAGE INTERMEDIATE SCHOOL
Home of the Hawks



13766 S. Heritage Circle, Fontana, CA 92336 • (909) 357-1345 • FAX: (909) 357-8945

*Jonathan Carson, Principal
Patricia Johnson, Assistant Principal
Greg Noyes, Assistant Principal*

**Comprehensive School Safety Plan
APPROVAL FORM
2021 - 2022**

Reviewed, Updated and Submitted By:

School Site Council (SSC) **OR** Safety Planning Committee

On
(Insert Date)

Roster of Individuals who Developed, Reviewed and Updated the Safety Plan

(list all participants and their title/affiliation)

<i>Jonathan Carson, Principal</i>	<i>Nikki Kobinun, Parent (SSC)</i>	<i>Carla Waddell, Staff</i>
<i>Valerie Greer, Parent (SSC)</i>	<i>Omar Safie, Parent (SSC)</i>	<i>Caryn Kratzer, Teacher</i>
<i>Jennifer Cousins, Parent (SSC)</i>	<i>Adrienne Walker, Parent (SSC)</i>	<i>Natalin Jerome, Teacher</i>

Law Enforcement Review

Reviewed By:

<input type="checkbox"/> Fontana Police Department Or <input type="checkbox"/> Rancho Cucamonga Sherriff's Department	Name: _____	Signature: _____	Date: _____
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Public Meeting (pursuant to Education Code 32288)

Date: 12/7/2021 Location: School Site Council Mtg via Zoom

School Site Council Adopted on: Date 12/7/2021

[Signature]
Signature - SSC President

[Signature]
Signature - Principal

Approved by Board of Trustees

Approved By (EC 32288)
Etiwanda School District Board of Trustees
6061 East Avenue, Etiwanda, CA 91739 (909) 899-2451

Date Approved: _____

HERITAGE INTERMEDIATE SCHOOL

Home of the Hawks



13766 S. Heritage Circle, Fontana, CA 92336 • (909) 357-1345 • FAX: (909) 357-8945

*Jonathan Carson, Principal
Patricia Johnson, Assistant Principal
Greg Noyes, Assistant Principal*

Comprehensive School Safety Plan APPROVAL FORM 2021 - 2022

Reviewed, Updated and Submitted By:

School Site Council (SSC) **OR** Safety Planning Committee

On
(Insert Date)

Roster of Individuals who Developed, Reviewed and Updated the Safety Plan
(list all participants and their title/affiliation)

*Jonathan Carson, Principal Nikki Robinson, Parent (SSC), Carla Vandell, Staff
Valerie Greer, Parent (SSC) Omar Safie, Parent (SSC) Caryn Kratzer, Teacher
Jennifer Cousins, Parent (SSC) Adrienne Walker, Parent (SSC) Natalin Jerome, Teacher*

Law Enforcement Review

Reviewed By:

<input checked="" type="checkbox"/> Fontana Police Department Or <input type="checkbox"/> Rancho Cucamonga Sherriff's Department	Name: <u>DANIEL ROMERO</u> <u>595.</u>	Signature: 	Date: <u>12-09-21</u>
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Public Meeting (pursuant to Education Code 32288)

Date: 12/7/2021 Location: School Site Council Mtg via Zoom

School Site Council Adopted on: Date 12/7/2021

Signature – SSC President
Signature - Principal

Approved by Board of Trustees

Approved By (EC 32288) _____ Date Approved: _____
Etiwanda School District Board of Trustees
6061 East Avenue, Etiwanda, CA 91739 (909) 899-2451

SUMMIT INTERMEDIATE SCHOOL
A CALIFORNIA DISTINGUISHED SCHOOL



KRISTIN LEDESMA, PRINCIPAL
 JEFF LUDOVICO, ASSISTANT PRINCIPAL JAMES COBB ASSISTANT PRINCIPAL

Comprehensive School Safety Plan

APPROVAL FORM

2021 - 2022

Reviewed, Updated and Submitted By:

School Site Council (SSC) OR Safety Planning Committee
 12/13/21 On 12/15/21

Roster of Individuals who Developed, Reviewed and Updated the Safety Plan

(list all participants and their title/affiliation)

Jeff Ludovico, AP
 Jessy Lara, Teacher
 Michelle Carney, Teacher
 Beth Sonzena, Teacher

Please see SSC Roster on
 Next Page.

Law Enforcement Review

Reviewed By:

<input type="checkbox"/> Fontana Police Department Or <input checked="" type="checkbox"/> Rancho Cucamonga Sherriff's Department	Name: <u>PESPINOIA</u>	Signature: 	Date: <u>01/13/2022</u>
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Public Meeting (pursuant to Education Code 32288)

Date: 12/15/21 Location: Zoom

School Site Council Adopted on: Date 12/15/21

Signature - SSC President

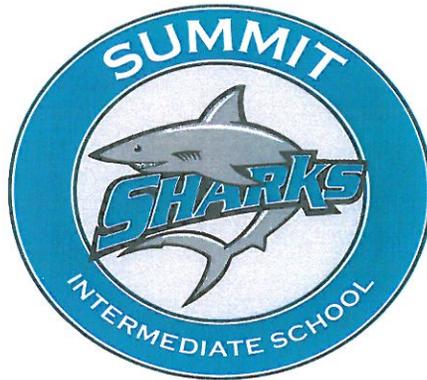
Signature - Principal

Approved by Board of Trustees

Approved By (EC 32288) Date Approved: _____
 Etiwanda School District Board of Trustees
 6061 East Avenue, Etiwanda, CA 91739 (909) 899-2451

Safety Plan/Approval Form - Council and Board

Revised July 2021



School Site Council

Directory

2021/2022

Staff Council Members

Kristin Ledesma, Principal

Gina Ristow, End of Term, 21/22

Michael Ashton, End of Term, 23/24

Jessy Lara, End of Term, 23/24

Yvette Wilde, End of Term, 21/22

Parent Council Members

Gloria (Janette) Cortez, End of Term, 22/23 jaybee524@yahoo.com

Marisol Inzunza, End of Term, 23/24 sunoccean18@gmail.com

Winnie Respicio, End of Term, 23/24 winnie.respicio@gmail.com

Rachelle Truong, End of Term, 23/24 rachelleisblessed@gmail.com

Joseph Roessler, End of Term, 22/23 joeyrcvc@aol.com

Shawn Judson, Ed.D.
 Superintendent
 Charlayne Sprague
 Deputy Superintendent
 Douglas M. Clafin
 Assistant Superintendent of Business Services
 Laura Rowland
 Assistant Superintendent of Personnel Services



Board of Trustees

Brynna Cadman
 Robert Garcia
 Dayna Karsch
 David W. Long
 Mondie M. Taylor

6061 East Avenue, Etiwanda, California 91739
 www.etiwanda.k12.ca.us
 (909) 899-2451 FAX (909) 803-3033

Comprehensive School Safety Plan
APPROVAL FORM
 2021 - 2022

- CARLETON P. LIGHTFOOT ELEMENTARY
- CARYN ELEMENTARY
- CECILIA L. SOLORIO ELEMENTARY
- DAVID W. LONG ELEMENTARY
- DAY CREEK INTERMEDIATE
- EAST HERITAGE ELEMENTARY
- ETIWANDA COLONY ELEMENTARY
- ETIWANDA INTERMEDIATE
- FALCON RIDGE ELEMENTARY
- GRAPELAND ELEMENTARY
- HERITAGE INTERMEDIATE
- JOHN L. GOLDEN ELEMENTARY
- PERDEW ELEMENTARY
- SUMMIT INTERMEDIATE
- TERRA VISTA ELEMENTARY
- WEST HERITAGE ELEMENTARY
- WINDROWS ELEMENTARY

Reviewed By:

Name: Rancho Cucamonga Fire Dept.	Signature: 	Date: 11-18-21
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Name: Fontana Fire Dept.	Signature: 	Date: 12/2/2021
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ESD

**Grapeland ES
New Classroom Buildings**

Thursday, February 3rd, 2022
2:00 p.m.

Job# 21/22-031

APPARENT LOW BIDDERS



Addendum Notes
Non Collusion
Site Visit Cert. Form
Designation of SubCont.
Bid Bond
DVBE Participation Goal
Project Schedule
SWPP Cert.

CONTRACTOR

BASE BID

LOW BID

Category #02 - Landscape

	CONTRACTOR	BASE BID	LOW BID	Addendum Notes	Non Collusion	Site Visit Cert. Form	Designation of SubCont.	Bid Bond	DVBE Participation Goal	Project Schedule	SWPP Cert.
1	Southern California Landscape; Inc.	\$ 198,300.00	\$ 198,300.00	X				X			
2	Inlan Empire Landscape; Inc.	\$ 242,300.00		X				X			
3	Marina Landscape	\$ 233,900.00		X				X			

Category #03 - Concrete

1	Spec Construction Inc.	\$ 1,977,000.00		X				X			
2	Inland Building Construction Companies	\$ 2,086,900.00		X				X			
4	K.A.R. Construction	\$ 2,193,000.00		X				X			
5	Bogh Engineering	\$ 1,930,000.00	\$ 1,930,000.00	X				X			
6	Bravo Concrete Construction Services; Inc	\$ 2,224,000.00		X				X			

ESD

**Grapeland ES
New Classroom Buildings**

Thursday, February 3rd, 2022
2:00 p.m.

Job# 21/22-031

APPARENT LOW BIDDERS



Addendum Notes
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SWPP Cert.

CONTRACTOR

BASE BID

LOW BID

Category 05 - Structural Steel

	CONTRACTOR	BASE BID	LOW BID	Addendum Notes	Non Collusion	Site Visit Cert. Form	Designation of SubCont.	Bid Bond	DVBE Participation Goal	Project Schedule	SWPP Cert.
1	Vulcan Steel	\$ 639,178.00	\$ 639,178.00	X			X				
2	RND Contractors	\$ 684,000.00		X			X				
3	Columbia Steel	\$ 816,933.00		X			X				

Category 06 - Rough Carpentry

1	Infinity Structures, Inc.	\$ 498,000.00	\$ 498,000.00	X			X				
2	Abdellatif Enterprises	\$ 694,700.00		X			X				
3	AJ Fistess	\$ 1,075,790.00		X			X				

Category 07 - Plaster

1	Caston	\$ 758,585.00		X			X				
2	Rutherford	\$ 896,500.00		X			X				
3	Spec Construction	\$ 798,500.00		X			X				
4	Sierra Lathing	\$ 709,109.00	\$ 709,109.00	X			X				
5	Schmitt	\$ 1,100,000.00		X			X				

ESD

**Grapeland ES
New Classroom Buildings**

Thursday, February 3rd, 2022
2:00 p.m.

Job# 21/22-031



APPARENT LOW BIDDERS

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CONTRACTOR

BASE BID

LOW BID

Category 08 - Casework

	CONTRACTOR	BASE BID	LOW BID	Addendum Notes	Non-Collusion	Site Visit Cert. Form	Designation of SubCont	Bid Bond	DVBE Participation Goal	Project Schedule	SWPP Cert
1	Bertino Manufacturing	\$ 60,860.00		X	X	X	X	X	X	X	X
2	Stolo Cabinets Co., Inc.	\$ 62,600.00		X	X	X	X	X	X	X	X
3	K&Z Cabinets	\$ 56,220.00	\$ 56,220.00	X	X	X	X	X	X	X	X

Category #09 - Roofing

1	United Contractors	\$ 302,250.00	\$ 302,250.00	X	X	X	X	X	X	X	X
2	Best Contracting	\$ 329,000.00		X	X	X	X	X	X	X	X

ESD

**Grapeland ES
New Classroom Buildings**

Thursday, February 3rd, 2022
2:00 p.m.

Job# 21/22-031

APPARENT LOW BIDDERS



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SWPP Cert.

CONTRACTOR

BASE BID

LOW BID

Category 16 - Specialties

	CONTRACTOR	BASE BID	LOW BID	Addendum Notes	Non Collusion	Site Visit Cert. Form	Designation of SubCont.	Bid Bond	DVBE Participation Goal	Project Schedule	SWPP Cert.
1	RVH Contractors	\$ 438,000.00	\$ 438,000.00	X			X				
2	Spec Construction	\$ 492,300.00									
3	Inland Building Con.	\$ 505,700.00		X			X				
4	AJ Fistes	\$ 549,600.00		X			X				
5	Dalke and Sons	\$ 494,480.00		X			X				
6	Bogh Engineering	\$ 448,500.00		X			X				

Category 17 - HVAC

1	Aire Masters / Scorpio	\$ 452,000.00		X			X				
2	ACH Mechanical	\$ 422,000.00		X			X				
3	Franklin Mechanical	\$ 457,500.00		X			X				
4	Arrowhead Mechanical	\$ 426,000.00		X			X				
5	Desert air	\$ 419,000.00	\$ 419,000.00	X			X				

ESD

**Grapeland ES
New Classroom Buildings**

Thursday, February 3rd, 2022
2:00 p.m.

Job# 21/22-031

APPARENT LOW BIDDERS



Addendum Notes
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CONTRACTOR

BASE BID

LOW BID

Category 18 - Plumbing

	CONTRACTOR	BASE BID	LOW BID	Addendum Notes	Non Collusion	Site Visit Cert Form	Designation of SubCont.	Bid Bond	DVBE Participation Goal	Project Schedule	SWPP Cert.
1	JPI Development	\$ 580,000.00	\$ 580,000.00	X			X				
2	Duke Plumbing	\$ 608,000.00		X			X				
3	Empyrean Plumbing	\$ 686,316.00		X			X				
4	Verne's Plumbing	\$ 730,000.00		X			X				
5	Fischer Plumbing	\$ 751,958.00		X			X				
6	Procraft	\$ 772,000.00		X			X				

Category 19 - Electrical

1	Rancho Pacific Elec.	\$ 989,600.00	\$ 989,600.00	X			X				
2	Construction Elec.	\$ 1,079,000.00		X			X				
3	Daniel's Electric	\$ 1,007,000.00		X			X				
4	Ryan Electric	\$ 1,057,400.00		X			X				
5											

ESD

**Grapeland ES
New Classroom Buildings**

Thursday, February 3rd, 2022
2:00 p.m.

Job# 21/22-031

APPARENT LOW BIDDERS



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CONTRACTOR

BASE BID

LOW BID

Category 21 - Hardware

	CONTRACTOR	BASE BID	LOW BID	Addendum Notes	Non Collusion	Site Visit Cert. Form	Designation of SubCont.	Bid Bond	DVBE Participation Goal	Project Schedule	SWPP Cert.
1	Inland Building Con.	\$ 244,400.00		X				X			
2	Montgomery Hardware	\$ 228,250.00	\$ 228,250.00	X				X			

Category 22 - Fencing

1	Econo Fence Inc.	\$ 242,010.00	\$ 242,010.00								
2	Wolverine Fence	\$ 395,000.00									

Project Total: \$ 7,229,917.00

\$ 7,229,917.00

CLERK'S CERTIFICATE

I, _____, clerk of the Board of Trustees of the Etiwanda School District, do hereby certify that the foregoing is a full, true and correct copy of agenda item _____ (Approval of BID #21/22-031 Grapeland Elementary New Classroom Buildings: Category #02 Landscape; Southern California Landscape, Inc. - Category #03 Concrete; Bogh Engineering - Category #05 Structural Steel; Vulcan Steel – Category #06 Rough Carpentry; Infinity Structures, Inc. - Category #07 Plaster; Sierra Lathing .- Category #08 Casework; K&Z Cabinets - Category #09 Roofing; United Contractors - Category #16 Specialties; RVH Contractors – Category #17 HVAC; Desert Air – Category #18 Plumbing; JPI Development – Category #19 Electrical; Rancho Pacific Electric – Category #21 Hardware; Montgomery Hardware. – Category #22 Fencing; Econo Fence Inc.) that was duly passed, approved and adopted at a regular meeting place thereof on the 24th day of February 2022, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and that at said meeting said item was adopted by the following vote:

AYES: _____
NOES: _____
ABSTAINED: _____
ABSENT: _____

An agenda of said meeting was posted at least 72 hours before said meeting at Etiwanda, California, a location freely accessible to members of the public, and a brief general description of said consent item appeared on said agenda.

I further certify that the foregoing agenda item is a full, true and correct copy of the original agenda item adopted at said board meeting and entered in said minutes; and that said agenda item has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: February 24, 2022

Clerk of the Board of Trustees
of the Etiwanda School District

Shawn Judson, Ed.D.
Superintendent

Charlayne Sprague
Deputy Superintendent

Douglas M. Clafin
Assistant Superintendent of Business Services

Laura Rowland
Assistant Superintendent of Personnel Services



Board of Trustees

Bryna Cadman
Robert Garcia
Dayna Karsch
David W. Long
Mondi M. Taylor

6061 East Avenue, Etiwanda, California 91739
www.etiwanda.org
(909) 899-2451 FAX (909) 803-3035

2022-2023 BOARD MEETING DATES

(Meeting time: 6:30 p.m., unless otherwise designated.)

*Denotes any meetings that are not scheduled on the second or fourth Thursday of the month.

2022

July 21
August 25
September 8
September 22
October 13
November 17 *
December 15 * (Annual Organizational mtg.)

2023

January 26
February 9
February 23
March 9
April 13
May 11 (Fee Analysis mtg.)
May 25
June 8
June 22

Board meeting dates with agendas and minutes are available on the district website: www.etiwanda.org

Board approved date:
2.24.2022

Shawn Judson, Ed.D.
Superintendent

Charlayne Sprague
Deputy Superintendent

Douglas M. Clafin
Assistant Superintendent of Business Services

Laura Rowland
Assistant Superintendent of Personnel Services



Board of Trustees

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6061 East Avenue, Etiwanda, California 91739
www.etiwanda.org
(909) 899-2451 FAX (909) 803-3035

2021-2022 BOARD MEETING DATES

(Meeting time: 6:30 p.m., unless otherwise designated.)

*Denotes any meetings that are not scheduled on the second or fourth Thursday of the month.

2021

July	22	
August	19*	
September	9	
September	23	
October	21*	
November	18*	
December	16*	(Annual Organizational mtg.)

2022

January	6*	at 7:00 p.m. special board mtg.
January	12*	<u>Wednesday</u> at 7:00 p.m. special board mtg.
January	20*	
February	10	
February	24	
March	10	
April	14	
May	12	(Fee Analysis mtg.)
May	26	
June	9	
June	23	

Board meeting dates with agendas and minutes are available on the district website: www.etiwanda.org

Board approved date:
2.25.2021



REQUIRES BOARD ACTION

Due: Tues. March 15—return ballot in enclosed envelope

January 31, 2022

MEMORANDUM

To: All Board Presidents and Superintendents — CSBA Member Boards
From: Dr. Susan Heredia, CSBA President
Re: 2022 Ballot for CSBA Delegate Assembly — **U.S. Postmark Deadline is Tues. March 15**

Enclosed is the ballot material for election to CSBA’s Delegate Assembly from your region or subregion. It consists of: 1) the ballot (on red paper) listing the candidates, the reverse side of which contains the names of ALL current members of the Delegate Assembly from your region or subregion; and 2) the required candidate biographical sketch form and, if submitted, a resume. In addition, provided is a copy of the ballot on white paper to include with your board agenda. **Only the ballot on red paper is to be completed and returned to CSBA. It must be postmarked by the U.S. Post Office on or before Tuesday, March 15, 2022.**

Your Board may vote for up to the number of seats to be filled in the region or subregion as indicated on the ballot. For example, if there are three seats up for election, the Board may vote for up to three candidates. However, your Board may cast no more than one vote for any one candidate. The ballot also contains a provision for write-in candidates; their name and district must be clearly printed in the space provided.

The ballot must be signed by the Superintendent or Board Clerk and returned in the enclosed envelope; if the envelope is misplaced, you may use your district’s stationery. Please write **DELEGATE ELECTION** prominently on the envelope along with the region or subregion number on the bottom left corner of the envelope (this number appears at the top of the ballot). If there is a tie vote, a run-off election will be held. Results will be published by May 11, 2022.

All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2022 – March 31, 2024. The next meeting of the Delegate Assembly takes place on Saturday, May 21 and Sunday, May 22, 2022. Please do not hesitate to contact the Executive Office at nominations@csba.org should you have any questions.

Encs: Ballot on red paper and watermarked “copy” of ballot on white paper
List of all current Delegates on reverse side of ballot
Candidate(s)’ required Biographical Sketch Forms and optional resumes
CSBA-addressed envelope to send back ballots

REQUIRES BOARD ACTION

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than **TUESDAY, MARCH 15, 2022**. Only ONE Ballot per Board. Be sure to mark your vote “**X**” in the box. *A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2022 DELEGATE ASSEMBLY BALLOT
SUBREGION 16-B
(San Bernardino County)

Number of seats: 6 (Vote for no more than 6 candidates)

Delegates will serve two-year terms beginning April 1, 2022 - March 31, 2024

**denotes incumbent*

- Heather Allgood (Helendale SD)
- Christina Cameron-Otero (Needles USD)*
- Barbara Dew (Victor Valley Union HSD)*
- Cindy Gardner (Rim of the World USD)*
- Clayton Moore (Victor ESD)
- James O’Neill (Redlands USD)*
- Scott Wyatt (San Bernardino City USD)*

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District Name

Date of Board Action

See reverse side for list of all current Delegates in your Region.

REGION 16 – 18 Delegates (14 elected/4 appointed)◆

Director: Karen Gray (Silver Valley USD)

Below is a list of all elected or appointed Delegates from this Region.

Subregion 16-A (Inyo)

Susan Patton (Lone Pine USD), term expires 2023

Subregion 16-B (San Bernardino)

Joe Armendarez (Fontana USD) ◆, appointed term expires 2022

Christina Cameron-Otero (Needles USD), term expires 2022

Tom Courtney (Lucerne Valley USD), term expires 2023

Barbara Dew (Victor Valley Union HSD), term expires 2022

Gwen Dowdy-Rodgers (San Bernardino City USD)◆, appointed term expires 2023

Barbara Flores (San Bernardino City USD), term expires 2022

Cindy Gardner (Rim of the World USD), term expires 2022

Shari Megaw (Chaffey Joint Union HSD), term expires 2023

James (Jim) O’Neill (Redlands USD), term expires 2022

Adam Perez (Fontana USD)◆, appointed term expires 2023

Wilson So (Apple Valley USD), term expires 2022

Gabriel Stine (Victor ESD), term expires 2023

Eric Swanson (Hesperia USD), term expires 2023

Mondi Taylor (Etiwanda SD), term expires 2023

Kathy Thompson (Central ESD), term expires 2023

Scott Wyatt (San Bernardino City USD) ◆, appointed term expires 2022

County Delegate:

Laura Mancha (San Bernardino COE), term expires 2022

Counties

Inyo (Subregion A)

San Bernardino (Subregion B)

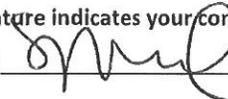
Delegate Assembly Biographical Sketch Form for 2022 Election



Deadline: Friday, January 7, 2022 | No late submissions accepted

This form is required. An optional, one-page, single-sided, résumé may also be submitted. Do not state "see résumé." Do not re-type this form. It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline. Please submit completed form via e-mail to nominations@csba.org by no later than 11:59 p.m. on January 7, 2022. Forms may also be submitted via mail, to CSBA's Executive Office, at 3251 Beacon Blvd., West Sacramento, CA 95691, with a postmark of no later than January 7, 2022.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature:  Date: 1/6/2022

Name: Heather Allgood CSBA Region & subregion #: 16
District or COE: Helendale School District Years on board: 6
Profession: Photographer Contact Number (☑ Cell ☐ Home ☐ Bus.): (760) 963-2303
Primary E-mail: hallgood@helendalsd.com
Are you an incumbent Delegate? ☐ Yes ☑ No If yes, year you became Delegate: _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I want to help guide the decisions that go into being a successful Board Member in California. I have served as Clerk and during the Pandemic as Board President serving the community and making decisions that guided the schools in my community. I saw that more time needed to be devoted to being a Board Member over the last several years and I committed myself to that by meeting once a week during the Pandemic and will continue to do what it takes to be part of the solution in a time that is ever-changing. The Board I serve with unanimously nominated me to be a candidate for CSBA delegate assembly.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I have recently been nominated and won Woman of the Year by the Silver Lakes Community Service Foundation for the volunteering that I do. For the past 10 years, I have served the Parks and Recreation Committee, assist the meals ministry at the local Church, read stories at the local School, and assist others in need by giving them the resources that will help or by lending a helping hand. The Social-Emotional Learning and Support of our students has always been a priority to me long before the pandemic, but especially now more than ever. These and many more are the ideas and discussions that I bring to our school board to bring the best support we can to our community.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The Pandemic has created many challenges. The key to addressing these challenges has been to continue to be committed, fluid, and open-minded in order to find solutions. To listen to and hear all parties involved while making decisions. CSBA has been a major asset during these times more than ever with their continued communication to Board Members. CSBA supports Boards by updating us frequently, deciphering through new policies, and giving us the information needed to help make informed decisions for our districts. For me personally the emails I have been receiving have been invaluable during this time, they have been relevant and have supported me in Board Meetings and in being able to have conversations that have helped my district immensely.

Delegate Assembly Biographical Sketch Form for 2022 Election



Deadline: Friday, January 7, 2022 | No late submissions accepted

This form is required. An optional, one-page, single-sided, résumé may also be submitted. Do not state "see résumé." Do not re-type this form. It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline. Please submit completed form via e-mail to nominations@csba.org by no later than 11:59 p.m. on January 7, 2022. Forms may also be submitted via mail, to CSBA's Executive Office, at 3251 Beacon Blvd., West Sacramento, CA 95691, with a postmark of no later than January 7, 2022.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: _____

Christina Cameron-Otero

Date: 01/06/22

Name: Christina Cameron-Otero

CSBA Region & subregion #: 16-B

District or COE: Needles Unified School District

Years on board: 13

Profession: Tribal Education Director

Contact Number (Cell Home Bus.): 702-683-8105

Primary E-mail: ccameron-otero@live.com

Are you an incumbent Delegate? Yes No If yes, year you became Delegate: 2011

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I would like to continue to be a part of Delegate Assembly because I am committed to serving the children of California through active involvement in CSBA. I have served as my tribe's Education Department Director for the past 26 years where I plan and oversee supplemental educational programs for 500+ students and their families while managing a budget of \$2.3 million and supervising a staff of twenty. I bring a small school district's perspective to DA and I will continue to utilize my communication skills and passion for public education to advocate for our children.

Please describe your activities and involvement on your local board, community, and/or CSBA.

- Needles Unified School District Trustee since 2008
- Needles Unified School Board President 2010-2014; 2018-2021; currently serve as Vice-President
- CSBA Delegate Assembly Member since 2011
- Board Liaison for District Negotiations Team 2010-2013
- Policy Council Representative Needles Headstart Program 2001-2003
- Member of the National Indian Education Association since 2000

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The biggest challenge facing governing boards is the lack of funding needed to education California's children so that they graduate from high school college and/or career ready. CSBA can help address this by providing more high quality training programs which address the concerns and needs of board members so that we can be more effective advocates for our students to the Legislature, Governor, and Congress along with CSBA. Together we can accomplish more. We must be proactive!

Delegate Assembly Biographical Sketch Form for 2022 Election



Deadline: Friday, January 7, 2022 | No late submissions accepted

This form is required. An optional, one-page, single-sided, résumé may also be submitted. Do not state “see résumé.” Do not re-type this form. It is the candidate’s responsibility to confirm that CSBA has received nomination materials prior to the deadline. Please submit completed form via e-mail to nominations@csba.org by no later than 11:59 p.m. on January 7, 2022. Forms may also be submitted via mail, to CSBA’s Executive Office, at 3251 Beacon Blvd., West Sacramento, CA 95691, with a postmark of no later than January 7, 2022.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Barbara Dew

Date: 12-16-2021

Name: Barbara Dew

CSBA Region & subregion #: 16B

District or COE: Victor Valley Union High School District

Years on board: 25

Profession: Educator (Retired) Contact Number (Cell Home Bus.): 760-985-5723

Primary E-mail: barbara.dew@gmail.com

Are you an incumbent Delegate? Yes No If yes, year you became Delegate: 2020

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I am interested in continuing to serve as a Delegate to educate the governance community on their responsibilities and roles. I can contribute and advocate as a liaison. Skills and Experience include the following:
 CSBA: Masters in Governance - Delegate Assembly - Federal Network - Washington DC - Legislative Action - CSBA AEC Planning Committee 2018 - Leadership Institute 2016/2018
 SBCSBA: Area Director A - Legislative Night - Golden Bell Validator - By-Law Committee - Nomination Committee - San Bernardino County Board Association Vice President - Boardmanship Committee
 SANDABS: Executive Committee - Legislative Action - Lobby Representative - Rep. Contacts
 CAAASA: School Board Member of the Year 2020

Please describe your activities and involvement on your local board, community, and/or CSBA.

I am a local retired elementary teacher, civic leader, historian, graduate of Victor Valley Union High School District and Victor Valley College, former Museum Director and Commissioner for San Bernardino Housing Authority (High Desert area), member of Chambers, PTO, San Bernardino County Democratic Central Committee and involved in political events plus town hall meetings. I've been involved in strategic planning and district advisory committees, CTA (Political). I've led the district to its first CSBA Golden Bell Award (2019), helped the district obtain a Title IV grant for a mobile medical unit and develop a 10-year modernization plan.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The challenges are stability, progress and future. The Association needs to continue to provide data, policy information, leadership development, and free web classes on boardmanship (examples - conflict of interest and role of Board). School construction and transportation are high concerns. Continue to advocate for public education on behalf of our democracy.

Delegate Assembly Biographical Sketch Form for 2022 Election



Deadline: Friday, January 7, 2022 | No late submissions accepted

This form is required. An optional, one-page, single-sided, resume may also be submitted. Do not state "see resume." Do not re-type this form. It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline. Please submit completed form via e-mail to nominations@csba.org by no later than 11:59 p.m. on January 7, 2022. Forms may also be submitted via mail, to CSBA's Executive Office, at 3251 Beacon Blvd., West Sacramento, CA 95691, with a postmark of no later than January 7, 2022.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Cindy Gardner

Date: 01/06/2022

Name: Cindy Gardner

CSBA Region & subregion #: 16

District or COE: Rim of the World Unified School District

Years on board: 10

Profession: Special Makeup Effects Contact Number (Cell Home Bus.): 909-754-9071

Primary E-mail: Cindy_Gardner@rimsd.k12.ca.us

Are you an incumbent Delegate? Yes No If yes, year you became Delegate: 2018

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I want to continue working with my colleagues on the Delegate Assembly, advocating for our students for equitable educational opportunities. I will continue to advocate for more financial support for education so California is once more one of the top ten of states in per pupil funding. It is important to include representation from school districts like ROWUSD, located in the mountains of San Bernardino, to be part of CSBA policy discussions and platforms because we are a smaller district and our rural, somewhat isolated, mountainous region brings an unique perspective to those discussions. As Chief Financial Officer and co-owner of a special makeup effects company (we produce prosthetic makeups and animatronics for film, television, commercials, and music videos), I bring organizational, management, and problem-solving skills to the Delegate Assembly. I have to be detail oriented, reliable, and thorough when coordinating multiple projects filming in multiple cities or countries.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I am currently serving my 10th year as a school board member. I currently sit on our Budget Committee and the Equity and Social Justice Committee. I have been on the CSBA Delegate Assembly for 4 years, been the San Bernardino County School Board Association Executive Committee (SBCSBA) Secretary for 4 years, and been on San Bernardino County District Advocates for Better Schools (SANDABS) Executive Committee for 4 years. I am on the Boardmanship Committee for SBCSBA, participating in planning and executing the Effective Boardmanship workshops and trainings. Part of my SANDABS responsibilities has been to meet with our state and federal legislators to speak on the educational issues facing our County and local school districts. I testified before the California Senate Education Committee and the Assembly Education Committee as witness for the opposition on SB328 (the "late start" bill) at the request of CSBA. I participate in the CSBA Legislative Action Day and have registered for the CSBA Coast2Coast visit to Washington D.C. in April 2022. I served on the CSBA 2021 Nominating Committee and have been elected as Chair of the CSBA 2022 Nominating Committee. I am serving my 23rd year on PTAs, serving my 14th year on Rim Communities Scholarship Council, with duties including fundraising and awarding scholarships to high school graduating seniors, serving on the board of our local Government Affairs Committee, and serving on the board for the Lake Arrowhead Dam Advisory Committee, which monitors the dam and oversees projects for the adjacent land.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The biggest challenge right now is COVID and its impact on students, employees, and on our communities. Our students have experienced academic learning loss, mental health issues, and behavioral issues due to school closure and distance learning. CSBA can help by continuing to advocate for sustainable funding from the state for programs and services implemented by school districts to address these issues. These issues are not going to be resolved in 2 years but the negative impacts resulting from Covid will be with our students for much longer. Staff and substitute teacher shortages are killing us. The state has to continue incentives for people to become teachers. CSBA's continued advocacy for additional funding in Prop 98 and for increasing the LCFF Base instead of receiving one-time funding is greatly appreciated!

CINDY GARDNER

School Board Member for Rim of the World Unified School District QUALIFICATIONS FOR CSBA DELEGATE ASSEMBLY – REGION 16

Employment

Alterian, Inc. Chief Financial Officer - Owner 1991- present
Alterian is a special makeup effects company specializing in the design and creation of animatronic and prosthetic makeup effects, props, specialty costumes, and miniatures for film, television, commercials, and video.

CSBA

- Serving my 4th year on the CSBA Delegate Assembly for Region 16.
- Served on the CSBA 2021 Nominating Committee.
- Elected Chair of the CSBA 2022 Nominating Committee.
- Testified before the California Senate Education Committee and the Assembly Education Committee as witness for the opposition on SB328 (the "late start" bill) at the request of CSBA.
- Continuing to attend the CSBA Legislative Action Day.
- Attended the NSBA Advocacy Institute in Washington D.C. and registered for CSBA Coast2Coast visit in Washington D.C. in April 2022.

San Bernardino County

- Served on the San Bernardino County School Boards Association (SBCSBA) Executive Committee as Secretary for the last 4 years.
- Served on the SBCSBA Executive Committee's Boardmanship Committee for the last 3 years, planning and executing Effective Boardmanship workshops and trainings for school boards.
- Served the last 4 years on the San Bernardino County District Advocates for Better Schools (SANDABS), the legislative consortium for San Bernardino county schools. Responsibilities include meeting with legislators to address County and local education concerns.
- Testified before the California Assembly Education Committee as witness for support of AB1505 at the request of SANDABS and the Assembly Education Committee.

Rim of the World Unified School District

- Serving my 10th year as an elected Board Member to Rim of the World Unified School District.
- Served as Clerk of the ROWUSD Board for 2 years and President for 4 years.
- Serving on the ROWUSD Budget Committee and the Equity & Social Justice Committee.
- Served on PTA Boards in multiple board positions for the last 23 years at elementary, middle, and high school. Currently serving on Rim of the World High School PTSA board as Programs Chair, Lake Arrowhead Elementary PTA as Treasurer, and Mountain Area Council PTA as Treasurer.
- Served on school site councils at elementary, middle, and high schools for 19 years.
- Served on the ROWUSD Superintendent's Budget Review Advisory Committee as Parent Group Leader, prior to election on the school board.
- Served on the ROWUSD Superintendent's Community Communication Committee, prior to election on the school board.

Community

- Serving on the board of the local Government Affairs Committee.
- Serving my 14th year as treasurer on the Rim of the World Communities Scholarship Council, fundraising to award and manage scholarships for ROWUSD graduates.
- Serving on the board of the Lake Arrowhead Dam Advisory Committee, appointed by San Bernardino County Supervisor Janice Rutherford, to monitor the dam and adjacent land projects.
- Served on the Rim of the World Educational Foundation for 7 years, the last 3 years on the Communications Committee. Currently attend meetings as a school board member.
- Served on Rim Youth Sports League baseball board for 15 years, 12 years as Executive Director.

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Signature: Clayton Moore

Date: 01/07/2022

Name: Clayton Moore

CSBA Region & subregion #: 16-B

District or COE: Victor Elementary School District

Years on board: 7

Profession: Teacher

Contact Number (Cell Home Bus.): 760-245-1691

Primary E-mail: cmoore@vesd.net

Are you an incumbent Delegate? Yes No If yes, year you became Delegate: _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I want to learn more, to represent my community, and to help. I have been a Trustee since 2014. I am a CSBA Masters in Governance alumnus. I have had perfect attendance at board meetings and conferences. I take comprehensive notes.

Please describe your activities and involvement on your local board, community, and/or CSBA.

The VESD Board just selected a new superintendent, as our current superintendent is retiring. I attend all CSBA and NSBA conferences, Region 16 events, meet with our teachers and school employee unions when invited, and have a local Adopt a Street to keep the street clean in Victorville. I am a teacher, working in a K-8 Academy this year. I am a team member of MDEP (Mountain Desert Economic Partnership). This organization works to align education and career pathways so the High Desert has a locally trained and talented work force. I am also involved with Comic Conventions and Sigma Chi Fraternity.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

Misinformation, and the lack of trust it has created in legitimate objective sources of information

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Signature: James O'Neill Date: 12-10-2021

Name: James O'Neill CSBA Region & subregion #: 16
 District or COE: Redlands USD Years on board: 5
 Profession: Retired Educator Contact Number (Cell Home Bus.): 9096634503
 Primary E-mail: JIM-oneille@redlands.k12.ca.us
 Are you an incumbent Delegate? Yes No If yes, year you became Delegate: 2018

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

Experience

43 years in education in a variety of settings:
Teacher: (elementary, middle, high school, community college, UNIV.)
Admin: D.O., Principal
M.A. in Ed. Technology + school admin.

Please describe your activities and involvement on your local board, community, and/or CSBA.

RUSD Trustee starting 6th year.
President Redlands Kiwanis Club Scholarship Foundation
Colton-Redlands-Yucaipa ROP Board of Trustees
Volunteer Clay Target Youth shooting coach
Kiwanis Club Member - Service to Community

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

Political Climate - divisive issues
Unfunded Mandates
Loss of Local Control
Charters and Vouchers

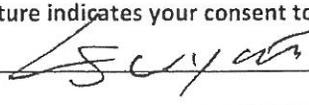
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Signature:  Date: 01/07/22

Name: Scott Wyatt CSBA Region & subregion #: 16
District or COE: San Bernardino City Unified School District Years on board: 6
Profession: Area Director of Student Services Contact Number x Cell Home Bus.): (909) 202-9518
Primary E-mail: scott.wyatt@sbcss.net
Are you an incumbent Delegate? Yes No If yes, year you became Delegate: 2020

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I would like to continue my tenure on the Delegate Assembly so I can further represent our school district and our community at the state level with policies and procedures that impact our schools and students. During the last two years I have been able to build collaborative relationships with other School Board Members on the Delegate Assembly. The network and collaboration we share is key to the development and oversight of educational policy and practices.

As I gain more experience as a School Board Member and Delegate Assembly Member, I become a greater asset to our school district and the Delegate Assembly. Recently, I was selected to be our Area Director for Region D for our San Bernardino County School Board Association (SBCSBA). I consider this to be a great honor as I will be filling the vacancy that Dr. Margaret Hill occupied. I want to continue to carry on her legacy and her work of giving back to our students and our community.

As for my experience. I have been on the Delegate Assembly for two years, which is given me a greater understanding of how the Delegate Assembly functions and what our responsibility is on a larger scale. During those two years I have been actively involved with our SBCSBA. Once again, the collaboration and collegiality I have share with my fellow Board Members has been a tremendous learning experience for me. In addition, I have been in education for 25 years working as a teacher, lead teacher, principal, area director, and school board member. I have worked in and have expertise in K-12 programs, special education programs, charter schools, WASC accreditations, policy development, LCAP, California Dashboard, School Business, and with ROP/CTE programs. I also sit on several non-profit Boards as a Chair, Vice-Chair, or as a member.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I am very active with my school board and community. Currently, I serve as the President of the Board. I also sit on the following Superintendent Sub Committees: Budget, County Committee, Board Policy, Facilities, Charter School, Health and Wellness, Curriculum and Instruction and the Bridge Committee. I also serve on the local Kiwanis, Native Sons of California, San Bernardino Countywide Gangs and Drugs Task Force, Young Visionaries Youth Leadership Academy, and many other educational committees. In addition, my family and I volunteer weekly at our church. We lead the team that prepares and serves food to our church members and people throughout our community.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The biggest challenge I see in education right now for all of our governing boards is the COVID-19 pandemic. The numbers of positive COVID cases have increased exponentially over the last two weeks. For many districts this has caused a significant challenge with many employees being out due to COVID and not enough of substitute employees to fill the vacancies. This has a domino effect as every level of service has been adversely impacted by the employee shortage. This subsequently has a major impact on the level of service provided to students.

students. Classes being combined, while many students with disabilities are not having their IEPs fulfilled to the level of service prescribed within them. We are also seeing a very high level of absenteeism due to students with COVID, or the fear of families sending their children to school due to COVID. Once again, this has an adverse impact on student as they are not in school. We know students can enroll into Independent Studies, but that takes time and is not a delivery model that works for all students. The other negative impact high absenteeism has is on funding to our schools. Our districts are currently funded on a positive attendance model. So, our students must be participating and present in school, in order for districts to be reimbursed for attendance.

We have remained optimistic about the COVID-19 pandemic. We continue to pivot and adapt to the ongoing changes of the virus. If anything, we have evolved from this pandemic and have accelerated teaching and learning in a manner we were not familiar with or comfortable with. So, the challenge moving forward will be the maintenance of the technical infrastructure we have created and the challenges to adapt to new way of teaching that we have learned to do.

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