

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 Mondi M. Taylor

BOARD OF TRUSTEES MEETING AGENDA

Thursday, September 23, 2021, 6:30 p.m.

This board meeting will take place in person on the date, time and location noted above.

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. Note: Seating is limited. When the board room has reached capacity, members of the public will not be admitted and can participate in the meeting using the Zoom webinar link.

MEETING ACCESS I	<u>NSTRUCTIONS</u>
This meeting will also take place using the Zoom webinar below:	platform. Meeting connection information is provided
<u>View the meeting</u>	<u>livestream</u>
Due to the limits on the number of participants in a Zoom webinar, but not comment during the public comment http://stream.etiwanda.org	
<u>Join via Video Conference/I</u>	nternet to view/listen
Click <u>here</u> to join or copy and paste the fol <a 92938524895"="" 92938524895?pwd="https://etiwanda-org.zoom.us/j/92938524895?pwd=" etiwanda-org.zoom.us="" href="https://etiwanda-org.zoom.us/j/92938524895?pwd=" https:="" j="">https://etiwanda-org.zoom.us/j/92938524895?pwd="https://etiwanda-org.zoom.us/j/92938524895">https://etiwanda-org.zoom.us/j/92938524895 ?pwd="https://etiwanda-org.zoom.us/j/92938524895">https://etiwanda-org.zoom.us/j/92938524895?pwd="https://etiwanda-org.zoom.us/j/92938524895">https://etiwanda-org.zoom.us/j/92938524895?pwd="https://example.com.us/j/92938524895">https://example.com.us/j/92938524895?pwd="https://example.com.us/j/92938524895">https://example.com.us/j/92938524895?pwd="https://example.com.us/j/92938524895">https://example.com.us/j/92938524895?pwd="https://example.com.us/j/92938524895">https://example.com.us/j/92938524895?pwd="https://example.com.us/j/92938524895">https://example.com.us/j/92938524895?pwd="https://example.com.us/j/929385">https://example.com.us/j/929385?pwd="https://example.com.us/j/929385">https://example.com.us/j/929385?pwd="https://example.com.us/j/929385">https://example.com.us/j/929385?pwd="https://example.com.us/j/929385">https://example.com.us/j/929385?pwd="https://example.com.us/j/929385">https://example.com.us/j/929385?pwd="https://example.com.us/j/929385">https://example.com.us/j/929385?pwd="https://example.com.us/j/929385">https://example.com.us/j/929385?pwd="https://example.com.us/j/929385">https://example.com.us/j/929385?pwd="https://example.com.us/j/929385">https://example.com.us/j/929385?pwd="https://example.com.us/j/929385">https://example.com.us/j/929385?pwd="https://example.com.us/j/929385?pwd="https://example.com.us/j/929385?pwd="https://example.com.us/j/929385?pwd="https://example.com.us/j/929385?pwd="https://example.com.us/j/929385?pwd="https	•
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(Attendee ID not required.	Press # to bypass.)

The agenda and attachments can be found at: http://meetings.etiwanda.org/A09-23-2021.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 September 23, 2021, meeting date.

Members of the public may participate in the Public Comment portion of the meeting in two ways:

- 1. Attend the meeting in person and address the Board during Public Comment as noted on the agenda.
- To comment as a webinar participant during the meeting, be sure you are signed in as an attendee in to the Zoom webinar. Simply "Raise your Hand" virtually during the Public Comment portions of the meeting using the Zoom app by pressing "*9" on your phone. While on the computer, Chromebook or iPad, you can raise your hand by clicking on the "Raise Hand" icon on your screen. You will know your hand is raised when the icon changes color.

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.

BOARD AGENDA: 9-23-21 Page 2

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. 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 or non-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. 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 agenda and 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 agenda or 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 agenda items.
- B. Comments on non-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 September 9, 2021, as presented or amended.

4. EDUCATIONAL PRESENTATION

A. "Meeting the Needs of the *Whole* Child," an educational presentation by Dino Tavolazzi, Principal, Carvn Elementary School.

5. INSTRUCTION

- A. Public hearing to certify the Etiwanda School District has met the requirement for compliance with Education Code section 60422(a) and California Code of Regulations (CCR), Title 5, Section 9531(a) regarding amended Education Code 60119, to determine that the Etiwanda School District has sufficient textbooks and instructional materials for the 2021-2022 school year.
 - 1. Open public hearing.
 - 2. Call for comments.
 - 3. Close public hearing.
 - 4. Discussion and action regarding approval of Resolution No. 2122-18 regarding sufficiency of textbooks and instructional materials.

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.

6. CONSENT CALENDAR (continued)

B. 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: Solorio Elementary: Optiplex computer towers, misc. laserjet printers, misc. monitors; Summit Intermediate: Maytag washing machine.

C. 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: Advanced Specialty Care, LLC; Aveanna Healthcare; Clay Counseling Foundation.

D. Approval of the following donations:

Donated by:	Donation of:	Donated to:
Chaffey Federal Credit Union	Cash/Gift Cards	Etiwanda School District
American Fidelity	Cash/Gift Cards	Etiwanda School District

E. 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	S & S Worldwide	DN092321R-01	Virtual PE workshop/trainings	Day Creek Intermediate, Etiwanda Intermediate, Heritage Intermediate, and Summit Intermediate
2	San Bernardino County Superintendent of Schools	EH092321R-01	Five Components of Equitable and Engaging Teaching for 2021-2022 school year	East Heritage Elementary
3	Clay Counseling Foundation	JJ092321A-01	Academic tutoring services	Etiwanda School District
4	Time & Alarm Systems	NR092321R-01	Video Camera Project	Etiwanda School District Board Room

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

	Consultant/	Contract	Type of Service	Location of
	Contractor	Number		Service
1	La Rocque Better Roofs,	ML092321R-01	Finish up open spaces	Terra Vista
	Inc.		to new mobile	Elementary
			classrooms	

G. Approval of Amendments/Change Orders/Extension.

	Vendor	Amendment/Change Order Number/Extension	Original Contract Date Or Dollar Amount	New Contract Date or Dollar Amount
1	Ruhnau Clarke Architects	ML092321A-02 Amendment #1	\$95,567.00	\$124,821.98

H. Approval of Chaffey Federal Credit Union School/District Membership Application to make additions and deletions to signatories as follows on district accounts.

Account	Additions	Deletions
Etiwanda School District accounts for:	None	Terry Embleton – Assistant
Cash Clearing – 321598		Superintendent (Retired)
Cafeteria Clearing – 321590		
Revolving Cash – 321606		
CLOUDS Clearing – 379262		
Transportation Clearing – 379258		

6. CONSENT CALENDAR (continued)

- I. Approval of Resolution 2122-19 of the Board of Trustees of the Etiwanda School District, authorizing the absence of Board Member David Long on August 19, 2021, as being acceptable for compensation.
- J. Approval of suspending the capacity limits as outlined in AR 5117 while implementing physical distancing to the extent possible.
- K. Approval of continuing all schools and programs in closed status for student transfers to allow for physical distancing of students.
- L. Approval of continuing Perdew Elementary, Terra Vista Elementary, Etiwanda Intermediate, and Special Education, as severely impacted school sites and/or programs.

7. BUSINESS AND LEGAL

A. Discussion and action to approve the certificated substitute teacher temporary salary increase for the 2021-2022 school year.

8. SUPERINTENDENT'S PRESENTATION

- A. Discussion and action to adopt Resolution No. 2122-20 of the Etiwanda School District Board of Trustees recognizing the week of October 10-16, 2021, as *Week of the School Administrator*.
- B. 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 and/or student achievements, and other non-action items.

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

10. 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
- B. Public Employee Discipline/Dismissal/Release. (Government Code 54957)
- C. Public Employee Performance Evaluation: Superintendent (Government Code 54957)

11. RECONVENE TO OPEN SESSION

A. Report from Closed Session.

12. ADJOURNMENT

Submitted by Shawn Judson, Ed.D., Superintendent and Secretary to the Board of Trustees. Student enrollment as of September 9, 2021: 13,368 (TK-8) + 215 (CLOUDS) Total: 13,583 (+13 from August 26, 2021)

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 <u>no later than</u> noon, two business days preceding the date of the meeting. Requests should be submitted to the attention of: Superintendent Shawn Judson, Ed.D.

Etiwanda 89

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 Mondi M. Taylor

BOARD OF TRUSTEES MEETING Minutes

Thursday, September 9, 2021, 6:30 p.m.

Members Present in Person:

Mr. Garcia, Ms. Karsch, Mr. Long, and Ms. Taylor

Members Present by Webinar:

Ms. Cadman

Others Present:

Dr. Judson and Ms. Sprague

1. Call to Order

President Taylor called the meeting to order at 6:30 p.m. stating this meeting is being held in person as well as by video and telephonic webinar, and that microphones for the participating public will be kept on mute for all portions of the meeting with the exception of the public comment periods. When the meeting was called to order, President Taylor performed an attendance roll call wherein Member Cadman indicated she was present by video and Members Garcia, Karsch, Long, and Taylor, indicated they were present in-person. President Taylor announced that a roll call vote would be taken and recorded on each motion made at this meeting and 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

Pursuant to Board Policy 9324, Board Minutes and Recordings: "The minutes shall reflect the names of those individuals who comment during the meeting's public comment period as well as the topics they address.

- A. Comments on agenda items. None offered.
- B. Comments on non-agenda items.
 - Diane Martinez commented by offering an opening prayer.
 - Sarah Backer commented regarding her appreciation to the Board for all the safety precautions that are in place in the schools.
 - Ms. Ayers commented virtually regarding COVID-19 quarantines.

Superintendent Judson shared that the guidance from California Department of Public Health (CDPH) says there is a way that exposed students wearing masks that are close contacts are not required to quarantine if they can get tested on a frequent basis. He shared we are currently looking into this, but do not have the staff available to implement this modified quarantine at this time.

3. Review / Adopt Agenda and Minutes

- A. The Board of Trustees adopted the agenda as presented, on a motion by Member Karsch, seconded by Member Garcia and carried by a unanimous roll call vote, with all members present voting yes.
- B.* The Board of Trustees adopted the minutes of the regular meeting held August 19, 2021, as presented on a motion by Member Garcia, seconded by Member Long and carried by a unanimous roll call vote, with all members present voting yes.

4. Instruction

A.* Jeannie Tavolazzi, Director of Instruction, provided an overview of the strategies, methods and resources of the Stakeholder Engagement and LCAP review plans for the 2021-2022 school year. After discussion, the Board of Trustees took action to approve the Plan for Stakeholder Engagement and LCAP Review 2021-2022, on a motion by Member Karsch, seconded by Member Garcia and carried by a unanimous roll call vote, with all members present voting yes.

5. Consent Calendar

The Board of Trustees approved the Consent Calendar as presented on a motion by Member Cadman, seconded by Member Garcia and carried by unanimous roll call 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) numbers 4, 5, 6, 7, 8, 9, 10, 11, Rancho Etiwanda, Silver Ridge, Coyote Canyon, Henderson Creek, Victoria Gardens & Day Creek Square ratifies the CFD expenditures for the period August 1, 2021 through August 31, 2021, 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 August 1, 2021 through August 31, 2021.
- D.* Ratification of the Budget Financial Reports for the period August 1, 2021 through August 31, 2021.
- 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: Caryn Elementary: poster maker; D.W. Long Elementary: miscellaneous computer tower, scanner, speakers, keyboards, cables, word processer; Instructional Media Center: Chromebooks; District Office: miscellaneous office chairs and Konica Minolta BizHub 600.
- 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: Lawnscape Systems; Quality Teleservices, Inc.; Miller Construction; Excel Plumbing and Rooter, Inc.

G.* Approval of the following donations:

Donated by:	Donation of:	Donated to:
Grapeland PTA	Cash	Grapeland Elementary
Etiwanda Colony PTA	Cash	Etiwanda Colony Elementary

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	WhyTry LLC	DN090921R-01	Online membership and training (Social emotional learning/resilience curriculum)	Etiwanda School District
2	Curriculum Associates LLC	DN090921A-02	Professional Development i-Ready Online Educator Platform	Etiwanda School District
3	Curriculum Associates LLC	DN090921A-03	i-Ready Math and Reading Partner Services	Etiwanda School District
4	Curriculum Associates LLC	NR090921R-02	Professional Development i-Ready Assessments and Personalized Instruction	Etiwanda School District
5	Studio 1	DWL090921R-01	2021-2022 pictures	DW Long Elementary
6	Kagan Professional Development	JJ090921R-02	2 day Coaching Workshop	Etiwanda School District

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

5. Consent Calendar (continued)

	Consultant/ Contractor	Contract Number	Type of Service	Location of Service
1	Quality Teleservices, Inc.	ML090921R-01	Install projector and AV connections	CP Lightfoot Elementary Office/Library
2	Paul C. Miller Construction Co., Inc.	ML090921R-03	Demo/remove existing concrete, pour ADA curb ramps	Day Creek Intermediate
3	Excel Plumbing	ML090921R-04	Remove old water heater and install new water heater	D.W. Long Elementary
4	Excel Plumbing	ML090921R-05	Remove old water heater and install new water heater	West Heritage Elementary
5	Owen Electric, Inc.	ML090921R-06	Install conduit, wiring, 220 volt receptacle for changing table	Windrows Elementary
6	Time & Alarm Systems	ML090921A-07	Install Bogen Nyquist System, (bell/intercom system)	Etiwanda Intermediate
7	Time & Alarm Systems	ML090921A-08	Install Bogen Nyquist System, (bell/intercom system)	Terra Vista Elementary
8	Time & Alarm Systems	ML090921A-09	Install Bogen Nyquist System, (bell/intercom system)	Perdew Elementary
9	Time & Alarm Systems	ML090921A-10	Install Bogen Nyquist System, (bell/intercom system)	Heritage Intermediate
10	Time & Alarm Systems	ML090921A-11	Install Bogen Nyquist System, (bell/intercom system)	Day Creek Intermediate

J.* Consideration to accept the following agreements/contracts between Etiwanda School District and the following contractors:

	Contractor	Contract Number	Type of Service	Location of Service
1	Matthew Silverman Memorial Foundation	JJ090921R-01	Partnership on suicide prevention	Etiwanda School District
2	Cucamonga School District	RC090921A-01	Student Transportation	Cucamonga School District
3	Grapefruit Testing LLC	MS090921R-01	COVID-19 Testing and Contact tracing services	Etiwanda School District

5. Consent Calendar (continued)

K.* Approval of Amendments/Change Orders/Extension.

	Vendor	Amendment/Change Order Number /Extension	Original Contract Date or Dollar Amount	New Contract Date or Dollar Amount
1	John R. Byerly, Inc. (Amendment #1 - New Admin/Library Building at East Heritage Elementary)	ML090921A-02	\$127,500.00	\$136,500.00
2	Hillyard (2 nd extension of BID ESD 2019-20-002)	NR090921A-03	2019-2020	9/12/2021- 9/11/2022

L.* Consideration to accept the following agreements/contracts between Etiwanda School District and the following contractors using piggybackable BID documentation.

	Vendor	Contract Number	Piggyback BID	Location of Service
1	United Fresh Produce	TC090921A-01	Upland Unified School District bid RFP No.21/22-003 NS	Child Nutrition
2	Time and Alarm Systems	NR090921A-01	Use of CMAS Information Technology Goods & Services #3-21-08-1051	Etiwanda School District

M.* Approval of Chaffey Federal Credit Union School/District Membership Application to make additions and deletions to signatories as follows on school accounts, all accounts require two signatures for withdrawal purposes.

Account	Additions	Deletions
Day Creek Intermediate	Tyler Kuramata - Teacher	None
Student Fund Account		

N.* Approval of revisions to the following Board Policies/Administrative Regulations.

BP 7211	Developer Fees	Update to reflect material formerly in AR related to levying developer fees and revised factors that must be included in a fee justification study.
AR 7211	Developer Fees	Update to delete material now included in BP 7211.

- O.* Annual approval of the services with EDJOIN San Joaquin County Office of Education for database access assisting with the recruitment of employees.
- P.* Approval of the amended Instructional Technology Support Clerk job description.
- Q.* Approval of the revised 2021-2024 Local Control Accountability Plan (LCAP) incorporating clarifications requested after review by the San Bernardino County Superintendent of Schools.

6. Business and Legal

- A.* After discussion, the Board of Trustees took action to the approve the Clerical Support Substitute and Child Care Assistant II job descriptions, on a motion by Member Long, seconded by Member Karsch and carried by unanimous roll call vote, with all members present voting yes.
- B.* Michael Mancuso, Director of Fiscal Services, presented the following:
 - 1. Unaudited actuals for the 2020-21 fiscal year.
 - 2. Approval of the final 2020-21 revised budget.

After discussion, the Board of Trustees took action to approve the unaudited actuals for the 2020-21 fiscal year and the final 2020-21 revised budget, on a motion by Member Long, seconded by Member Karsch and carried by a unanimous roll call vote, with all members present voting yes.

BOARD MINUTES: 9-9-21 Page 5

6. Business and Legal (continued)

C.* After discussion, the Board of Trustees took action to approve Resolution No. 2122-17 of the Board of Trustees of the Etiwanda School District to Adopt the "Gann" Limit district appropriations limit calculations for the 2020-21 actual and the 2021-22 budget, on a motion by Member Garcia, seconded by Member Karsch and carried by a unanimous roll call vote, with all members present voting yes.

7. Superintendent's Presentation

A.* After a Board self-evaluation activity and discussion, the Board of Trustees approved a revision to the Board Governance Goals and the adoption of the revised Board Protocols as presented, on a motion by Member Karsch, seconded by Member Garcia, and carried by a unanimous roll call vote, with all members present voting yes.

7. Superintendent's Presentation (continued)

B. Superintendent Judson reported the following:

An update on several summer construction projects and current social media campaigns. He also shared that our district is a finalist for a Golden Bell Award from the California School Board Association. Dr. Judson thanked Etiwanda Colony for the boardroom's student work display for this month and shared a list of upcoming events with the Board.

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

None offered.

9. Closed Session

The Board of Trustees adjourned to Closed Session at 7:50 p.m. to discuss items A. through C.

- 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
- B. Public Employee Discipline/Dismissal/Release. (Government Code 54957)
- C. Public Employee Performance Evaluation: Superintendent (Government Code 54957)

10. Reconvene To Open Session

The Board of Trustees reconvened into Open Session at 8:57 p.m.

- A. No action to report from Closed Session.
- B. The Board of Trustees took action in open session to approve the Memorandum of Understanding between the Etiwanda School District and the Etiwanda Teachers Association Regarding Independent Study for the 2021-22 School Year.

11. Adjournment

The meeting was adjourned at 8:58 p.m., on a motion made by Member Long seconded by Member Karsch and carried by a unanimous roll call vote, with all members present voting yes.

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Respectfully Submitted	Adopted	A WARRANT TO THE

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



Brynna Cadman Robert Garcia Dayna Karsch David W. Long

Mondi M. Taylor

Board of Trustees

PUBLIC HEARING ANNOUNCEMENT September 23, 2021

There will be a Public hearing to certify that the Etiwanda School District has met the requirements for compliance with Education Code Section 60422(a) and California Code of Regulations (CCR), Title 5, Section 9531(a) regarding amended Education Code 60119, to determine that the Etiwanda School District has sufficient textbooks and instructional materials for the 2021-2022 school year.

At this hearing, the governing board of the Etiwanda School District will certify that as of this date each pupil in the district, in kindergarten through grade eight, has been provided with a standards-aligned textbook or basic instructional materials in each of the following areas:

- History-social science
- Mathematics
- Reading/language arts
- Science

The hearing will take place virtually using the Zoom webinar platform at 6:30 p.m. on Thursday, September 23, 2021. Meeting access instructions are available on the Etiwanda School District website under Communities, Board Meeting Calendars.

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

Brynna Cadman

Robert Garcia

Davna Karsch

David W. Long

Mondi M. Taylor

To:

Board of Trustees

From: (

Charlayne Sprague, Deputy Superintendent

Date:

September 23, 2021

RE:

Education Code section 60119 – Sufficiency of Instructional Materials

Background

Education Code section 60119 (a) and 60422

60119. (a) In order to be eligible to receive funds available for purposes of this article, the governing board of a school district shall take the following actions:

- (1) (A) The governing board of a school district shall hold a public hearing or hearings at which the governing board shall encourage participation by parents, teachers, members of the community interested in the affairs of the school district, and bargaining unit leaders, and shall make a determination, through a resolution, as to whether each pupil in each school in the school district has sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Section 60605 or 60605.8 in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the state board:
- (i) Mathematics.
- (ii) Science.
- (iii) History-social science.
- (iv) English language arts, including the English language development component of an adopted program.
- (B) The public hearing shall take place on or before the end of the eighth week from the first day pupils attend school for that year.

60422 (a) A local governing board shall use funding received pursuant to this chapter to ensure that each pupil is provided with a standards-aligned textbook or basic instructional materials, as adopted by the State Board of Education subsequent to the adoption of content standards pursuant to Section 60605 for kindergarten and grades 1 to 8. Pupils shall be provided with standards-aligned textbooks or basic instructional materials by the beginning of the first school term that commences no later than 24 months after those materials were adopted by the State Board of Education.

Recommendation

The Deputy Superintendent recommends approval of Resolution No. 2122-18. All students have the required instruction materials and all conditions for the public hearing have been met.

ETIWANDA SCHOOL DISTRICT Sufficiency of Instructional Materials Resolution No. 2122-18

Whereas, the Governing Board of the Etiwanda School District, in order to comply with the requirements of Education Code 60119, held a public hearing on the 23rd of September 2021 at 6:30 p.m., which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

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

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

Whereas, the information provided at the public hearing detailed the extent to which sufficient textbooks or instructional materials were provided to all students, including English learners, in the Etiwanda School District, and;

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

Whereas, textbooks or instructional materials in core curriculum subjects should be aligned with state academic content standards adopted by the State Board of Education pursuant to Education Code 60605 and/or the Common Core State Standards adopted pursuant to Education Code 60605.8;

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

- Mathematics Houghton Mifflin-Harcourt, Go Math! (K -5th grade), Glencoe, California Math (6 8 grades)
- Science Houghton Mifflin, *California Science*, Grades (K 5th), Holt, Rinehart and Winston, *California Science*, (Grades 6 8)
- History-social science Harcourt Brace School Publishers, *Reflections* (Grades K 5), Glencoe/McGraw-Hill, *Discovering Our Past*, (Grades 6 8)
- English language arts, including the English language development component of an adopted program McGraw Hill, Wonders (Grades K 5), and StudySync (Grades 6 8)

Whereas, sufficient textbooks or instructional materials were provided to each student enrolled in a foreign language or health classes, and;

Therefore, it is resolved that for the 2021-2022 school year, the Etiwanda School District has provided each student with sufficient standards-aligned textbooks or instructional materials that are consistent with the cycles and content of the curriculum frameworks.

ADOPTED, SIGNED, and APPROVED this 23rd day of September 2021 BOARD OF TRUSTEES OF THE ETIWANDA SCHOOL DISTRICT

Authorized Signature	
President	
Clerk	

Shawn Judson, Ed.D. Superintendent

Charlayne Sprague
Deputy Superintendent

Douglas M. Claflin

Assistant Superintendent of Business Services

Laura Rowland

Assistant Superintendent of Personnel Services



To: Shawn Judson

From: Laura Rowland

Re: Personnel Report

Date: September 16, 2021

Please place the following personnel report on the Board Agenda for ratification at the meeting September 23, 2021.

I. Classified

Resignation	gnation Position	
Grace Di Maggio	Administrative Secretary I	9/17/2021
Darla Gutierrez	Instructional Aide	9/24/2021
Diala Najem	Instructional Aide	9/22/2021
Jenna Raymond	Child Care Coordinator	9/17/2021
Ruby Treto	Campus Support	9/23/2021

II. Classified

ncrease <u>Position</u>		<u>Date</u>
Annette Fierro	Campus Support (from 2 to 3 hrs/day)	9/13/2021
Lisa Rich	Clerk Typist I (from 5 to 8 hrs/day)	9/15/2021
Monica Trigo	Campus Support (from 3 to 5.5 hrs/day)	9/13/2021

III. Classified

<u>lew Hire</u>	<u>Position</u>	 Classified S 	Classified Salary Schedule		
Pedro Arciniega	Instructional Aide	56b	Step 1	9/1/2021	
Marleah Bode	Child Care Assistant	54b	Step 1	8/26/2021	
Anissa Davila	Child Care Assistant	54b	Step 1	8/31/2021	
Michaela Hangca	Child Care Assistant	54b	Step 1	9/7/2021	
Maddisen Harmon	Child Care Assistant	54b	Step 1	9/14/2021	
Chase Luque	Instructional Aide	56b	Step 1	9/2/2021	
Monica Mendez	Food Service Worker I	50b	Step 1	9/14/2021	
Lydia Sotelo	Child Care Assistant	54b	Step 1	9/7/2021	
Mary Waldron	Food Service Worker I	50b	Step 1	9/14/2021	

• Tentative placement based upon final verification of experience

Board of Trustees

Brynna Cadman

Robert Garcia

Dayna Karsch

David W. Long

Mondi M. Taylor

IV. Classified

<u>Appointment</u>	<u>Position</u>	 Classified Salar 		y Schedule Date	
Maxwell Knox	Campus Support	48b	Step 1	8/30/2021	
Sonia Luna	Campus Support	48b	Step 1	8/30/2021	
Karalayne Maglinte	Instructional Aide	56b	Step 1	8/30/2021	
Gabriela Perea	Campus Support	48b	Step 1	9/13/2021	
Julie Ridolfi	Instructional Aide	56b	Step 1	8/30/2021	

Tentative placement based upon final verification of experience

V. Certificated

Resignation	<u>Position</u>	Date
Brittany Kuramata	Teacher	9/16/2021

VI. Certificated

Entered 39-month rehire	<u>Positon</u>	<u>Date</u>
Elaine Young	Teacher	9/13/2021

VII. Certificated

Appointment

Rachel Juarez

	• Certifica	ted Salary		
<u>Position</u>	Step	<u>Column</u>	Date	
Temporary Teacher (70%)	1	1	9/13/2021	

• Tentative placement based upon final verification of experience and education

Approval of the following Teacher Shared Contract proposal effective 9/13/2021. VIII.

Name	J/S	LOA	<u>Name</u>	<u>J/S</u>	LOA	<u>Site</u>
Kristina Holgersen	30%	70%	Rachel Juarez	70%		PDW

Classified Short-Term Substitute Employees: IX.

(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 - 9/24/21 - 5/26/2021

Dalal Al Tameemi 1	Carol Castellanos 4	Elisett Cuevas 13	Dara Diamond 2
Lisa Dearden 2	Kim Diep 13	Aleezey Faiz 13	Candice Ford 1
Stephanie Galarza 5	Katie Hampton 13	Grant Higgins 4	Angeline Johnson 13
Sheila Lynch-Larsen 13	Julia Matsuzaki 9	Elizabeth McKinnon 2, 6	Jazmin Mora 13
Jade Munoz 6	Yasmine Oates 5	Manisha Peraji 21	Bailey Renteria 13
Veronica Reyes 13, 21	Samantha Robles 13	Lisa Sanchez 6	Jessica Schade 13
Kristina Schitea 5	Kate Shephard 13	Summer Skinner 13	Christine Stoner-Meyer 5
Dominic Suarez 4	Jessica Ziegler 21		

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

Maureen Escobedo	Danielle Blancarte	Ahritzi Heredia	Jane Jarvis
Yesenia Menacho	Nathalie Mason	Natalie Nolan	

Approval of Certificated Teaching Assignments in accordance with Education Code 44258.7 (c, d) XI. Consent to Serve and Title 5§80005b – Etiwanda Alternative Studies Education, and Community Day School, Alternative Placement to include Education Code 44865 including Staffing List and List of Others.



Committee on Assignment 2021-2022

4113 Assignment

In order to serve the best interests of students and the educational program, the Governing Board authorizes the Superintendent or designee to assign certificated personnel to positions for which they are qualified pursuant to their certification, preparation, professional experience, and aptitude.

Teachers may be assigned to any school within the district in accordance with the collective bargaining agreement or board policy.

Assignment to Courses/Classes

The Superintendent or designee shall assign teachers based on the grade level and subject matter authorized by their credentials.

When there is no credential authorization requirement for teaching an elective course, the Superintendent or designee shall select the credentialed teacher whose knowledge and skills best prepare the teacher to provide instruction in that subject.

When specifically authorized by law or regulation, the Superintendent or designee may, with the teacher's consent, assign a teacher to a position outside the teacher's credential authorization in accordance with the local teaching assignment options described in the Commission on Teacher Credentialing's (CTC) Administrator's Assignment Manual. Such assignments shall be annually approved by board resolution. In such cases, the Superintendent or designee shall reference in district records the statute or regulation under which the assignment is authorized.

If at any time a certificated employee is required by the district to accept an assignment which the employee believes is not legally authorized by the employee's credential, the employee shall notify the Superintendent or designee, in writing, of the misassignment. Within 15 working days, the Superintendent or designee shall notify the employee of the legality of the assignment. If no action is taken by the district, the employee shall provide written notification to the County Superintendent of Schools. No adverse action shall be taken against an employee who files a notice of misassignment. (Education Code 44258.9)

Vacancies and Missassignments

Annually, the district shall review potential misassignments and vacant positions throughout the district. Upon receiving notification from CTC of the availability of data regarding potential misassignments and vacant positions in the district, the Superintendent shall review the data within 60 days. When necessary, the Superintendent or designee may respond by submitting additional documentation to the County Superintendent showing that an employee is legally authorized for an assignment and/or that a position identified as vacant was miscoded and a legally authorized employee is assigned to the position. (Education Code 44258.9)

If the district subsequently receives, within 90 days of CTC's initial notification, a notification from the County Superintendent indicating that a certificated employee in the district is assigned to a position for which the employee has no legal authorization, the district shall correct the assignment within 30 calendar days. (Education Code 44258.9)

The district shall serve as the monitoring authority for teacher assignments in any charter school it has authorized, in accordance with Education Code 44258.9-44258.10.

4113 Assignment (continued)

Any complaint alleging teacher misassignment or vacancy shall be filed and addressed through the district's procedures specified in BP 1312.31 – Uniform Complaint Procedure (Williams).

The school accountability report card for each school shall include any assignment of teachers outside their subject areas of competence, misassignments, including misassignments of teachers of English learners, and the number of vacant teacher positions for the most recent three-year period. (Education Code 33126)

Equitable Distribution of Qualified and Experienced Teachers

The Superintendent or designee shall identify and address the equitable distribution of highly qualified and experienced teachers among district schools, including those with higher than average levels of low-income, minority, and/or academically underperforming students. The Superintendent or designee shall annually report to the Board comparisons of teacher qualifications across district schools, including the number of teachers serving under a provisional internship permit, short-term staff permit, intern credential, emergency permit, or credential waiver.

Strategies for ensuring equitable access to experienced teachers may include, but are not limited to, incentives for voluntary transfers, provision of professional development, and/or programs to recruit and retain effective teachers.

Board Approved Revisions: September 10, 2020

November 10, 2016 July 28, 2011

> August 18, 2005 August 19, 2004

Effective Date: August 19, 2004

Alternative Setting in Accordance With Education Code 44865

EASEThe following is a list of assignments approved for Etiwanda Alternative Studies School reflecting Ed Code 44865:

First Name	Last Name	Site	EL Auth
Mark	Anglin	FR	ELA1
Laura	Barnett	FR	ELA1
Lisa	Bradshaw	Colony	ELA1
Vanessa	Chavez	FR	ELA1
Maggie	Crist	DWL	ELAM
Joey	Farr	FR	ELA1
Rachel	Ferrari	Perdew	ELA1
Alyssa	Gardea	FR	ELAM
Cathy	Garza	WH	ELA1
Kristina	Gomez	FR	ELA1
Rachel	Gonzaga	DWL	ELAM
Melanie	Gray	Colony	ELA1
Patricia	Gross	WH	ELA1
Keri	Hancock	Perdew	ELA1
David	Jackson	FR	ELA1
Allison	Jones	FR	ELAM
Theresa	Kenney-Ma	WH	CLAD
Erica	Kypreos-Ho	Colony	ELA1
Jacqueline	Lopez Crisp	FR	ELAM
April	Montini	Perdew	ELA1
Richard	Ramirez	WH	ELA1
Beatriz	Saenz	Perdew	ELAM

Intermediate Schools in Accordance With Education Code 44258.7 (c, d) and Title V

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



Committee on Assignment Day Creek Intermediate School Friday, August 6, 2021 11:00 a.m. Agenda

- I. Introduction
- II. Discussion of Board Policy Section 4113 and Education Code Sections 44258.3 and 44258.7 (c) and (d)
- III. Discussion of Title 5, 80005b
- IV. Discussion of the Schedule of Classes for the remainder of the 2021-2022 school year
- V. Discussion and possible approval of elective assignments for the remainder of the 2021-2022 school year
- VI. Adjournment

Brynna Cadman Robert Garcia Dayna Karsch David W. Long Mondi M. Taylor

Committee on Assignment 2021-2022 Day Creek Intermediate School

Signatures and Titles of Members:

Name (Please Print)	Title	Signature
Tessala Learmont	Teacher	1/1/
Tyler Kiramata	Teacher	1010
Ca American	Principal	E The
Long TARASI	Agrismant Principal	A Jan'

8 6 21 Date

Laura Rowland, Assistant Superintendent

				DA	Y CREEK INTE 2021-20			
SEID#	First Name	Last Name	Grade	Subject	English Learner (EL) Authorization	Elective	Subject Credential	Supplement
8966484126	Dana	Guerra	6	LA/SS	ELA1	Spanish	Language Other Tthan English	Intro to Englis
3941302278	Y .	Kushin	6	M/S	CLAD	Animation	Art	
594134103	Daniel	Brubaker	6	M/S	ELA1	Digital Literacy	Business	Social Science
065776764	Tracy	Rivas	7	M/S	CLAD	Digital Literacy	Business	SS Soc Sci
5394710823	Alisa	Harris	7 Job Share	LA/SS	ELA1	Design	Art	
3264520150	Lisa	Miller	7 Job Share	LA/SS	ELA1	Design	Art	
2641597725	-	Routh	7	LA/SS	ELA1	Art	Art	
1195237654	Marv	Arellano	8	M/S	ELA1	STEAM/Design	Art	
3928551996	-	Clayton	8	M/S	CLAD	STEM-Geometric Art	Art	
5187072144		Bielland	8	LA/SS	ELA1	Geography	Social Science	
2662115597	7	Hernandez	8	M/S	CLAD	Electronics	Industrial and Technology Education	PE
4252376589		Daley	8	LA/SS	ELA1	Coding/Design	Business	
5368681242		Contreras	8	M/S	ELA1	CNN-Video Production	Industrial and Technology Education	
2117608097		Schemenauer	8	LA/SS	ELA1	Cooking	Home Economics	
			of assignment	s approv	ved for Day C	reek Intermediate Sc	hool reflecting Title 5 80005b:	
SEID#	First Name	Last Name	Grade	Subject	English	Elective	Authorization	Supplement
6292773881	Tessala	Learmont	6	LA/SS	ELAM	Coyote Academy		
7493534304	Nicole	Macias	6	SPED	ELA1	Learning Lab		
4585060207	Silvia	Fernandez	6	RSP	ELAM	College and Careers		
6874807917	Carlos	Celis	7	SPED	ELA1	Learning Lab		
2597413950	Sarah	Engebretsen	7	M/S	ELA1	Coyote Academy		
6470838332	Jennifer	Uhalley	8	M/S	ELA1	College and Careers		
8832653953	Kimber	McNabb Chaiyarachta	8 Job Share	LA/SS	ELA1	Coyote Academy		
8259906314	Nicole	Bezi	8 Job Share	LA/SS	ELA1	Coyote Academy		
7058211769	Tyler	Kuramata	8	SPED	ELA1	Learning Lab		1
6584179482	Matilda	Kaneshina	8	M/S	CLAD	Student Leadership		

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



Brynna Cadman Robert Garcia Dayna Karsch

Board of Trustees

David W. Long Mondi M. Taylor

Committee on Assignment Etiwanda Intermediate School Thursday, August 5, 2021 9:30 a.m. Agenda

- I. Introduction
- II. Discussion of Board Policy Section 4113 and Education Code Sections 44258.3 and 44258.7 (c) and (d)
- III. Discussion of Title 5, 80005b
- IV. Discussion of the Schedule of Classes for the remainder of the 2021-2022 school year
- V. Discussion and possible approval of elective assignments for the remainder of the 2021-2022 school year
- VI. Adjournment

Committee on Assignment 2021-2022 Etiwanda Intermediate School

Signatures and Titles of Members:

Name (Please Print)	Title	Signature
Kim Medrano	Téacher	to 8129
Joshua Webster	teacher	of him DA
Kelly Davids	A. P.	Kelly Dands

8 5 5\ Date

Laura Rowland, Assistant Superintendent

					ETIWAI	NDA INTERM 2021-20	EDATE SCHOOL 022		
SEID#	First Name	Last Name	Itinerant Y/N	Grade	Subject	English Learner (EL) Authorization	Elective	Subject Credential	Supplement
2058544558	Margaret	Burke	N	6	LA/SS	ELA1	Geometric Art	Art	
8065885454	Kimberly	Medrano	N	6	LA/SS	ELA1	Art	Art	
7636275823	Amanda	Neighbor	N	6	LA/SS	ELA1	Design	Art	
5393041123	Rachel	Bello	N	6	LA/SS	ELAM	Robotics	Industrial and Technology Education	
3827381595	Catherine	O'Brien	N	6	M/S	ELA1	Computers	Industrial and Technology Education	
4087233799	Jan	Zimmerman	N	6	M/S	ELA1	Health	Science	
1998088726	Berwick	Dionne	N	6	M/S	ELAM	Health and Nutrition	Health	
6547856416	Cole	Robert	N	7	LA/SS	ELAM	Financial Literacy	Math	
3208144570	Virginia	Adams	N	7	LA/SS	ELA1	Video Production	Industrial and Technology Education	
4315381022	Andrea	Chavez	N	7	LA/SS Job Share	ELA1	Spanish	Languages Other Than English	
8102731497	Kara	Gionet	N	7	LA/SS Job Share	BASP	Spanish	Languages Other Than English	****
2457162473	Teri	Smith-Gooden	N	7	LA/SS	ELA1	Wild Cat TV	Industrial and Technology Education	
6181527612	Langager	Sierra	N	7	LA/SS	ELAM	Art	Art	
6135195235	Tamara	Oberhauser	N	7	M/S	CLAD	Agriculture	Agriculture	
5915931736	Lindsay	Grant	N	7	M/S	ELAM	Art	Art	
3266959075	Craig	Paxton	N	7	M/S	ELA1	Computer Science/Coding	Industrial and Technology Education	
7186910340	Carl	Strub	N	7	M/S	ELA1	Woodshop	Industrial and Technology Education	
5647256550	Ramirez	Kathy	N	8	LA/SS	ELA1	Art	Art	
7388950136	Carrie	Neault	N	8	LA/SS	ELA1	Financial Literacy	Mathmatics	
3270473303	Jamie	O'Hara	N	8	LA/SS	ELA1	Home Economics	Home Economics	
6893121571	Andre	Rogers	N	8	M/S	ELA1	Debate	English	
6492461592	Heather	Duncan	N	8	M/S	ELA1	Home Economics	Home Economics	
5394988629	Yvonne	Rodriguez	N	7	M/S	ELAM	Computer Science	Industrial and Technology Education	
3334366023								ol reflecting Title 5 80005b:	
		ne following i	s a list of	assig	nments appro		inua intermediate scho	or reflecting fittle 5 80005b:	
SEID#	First Name	Last Name	Itinerant Y/N	Grade	Subject	English Learner (EL) Authorization	Elective	Authorization	Supplement
4897234789	Celina	Carter	N	6	M/S	ELA1	Genius Hour		
5720841088	Megan	Carter	N	6	LA/SS	ELA1	Logic Games		
8213211322	Dina	McIntosh	N	6	LA/SS	CLAD	Take Five		
8148127874	Chin	Nguyen	N	6	LA/SS	ELA1	AVID		
5453694118	Angela	Melillo	N	6	M/S	ELA1	College and Career		1000
1368398523	Angela	Nelson	N	6	M/S	CLAD	Logic Games		
6180339944	Joshua	Webster	N	8	M/S	ELA1	College and Career		
3290756794	Grainne	Magee	N	7	M/S	ELA1	SOAR		
3076621360	Julie	Vogel	N	7	M/S	ELA1	AVID		
4918164213	Teresa	Rivas	N	8	LA/SS	ELA1	Leadership		555 5
3066474879	Tamara	Hunt	N	8	LA/SS	ELAM	Career		
	Carol	Ulibarri	N	8	M/S	CLAD	SOAR		
1502235102									

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
Brynna Cadman

Robert Garcia Dayna Karsch David W. Long

Mondi M. Taylor

Committee on Assignment Heritage Intermediate School Thursday, August 5, 2021 10:30 a.m. Agenda

- I. Introduction
- II. Discussion of Board Policy Section 4113 and Education Code Sections 44258.3 and 44258.7 (c) and (d)
- III. Discussion of Title 5, 80005b
- IV. Discussion of the Schedule of Classes for the remainder of the 2021-2022 school year
- V. Discussion and possible approval of elective assignments for the remainder of the 2021-2022 school year
- VI. Adjournment

Committee on Assignment 2021-2022 Heritage Intermediate School

Signatures and Titles of Members:

Name (Please Print)	Title	Signature
Jonathan Cason	Pincipal	The state of the s
Jams Flint	Teacher	Jans Stat
Lisa Griffith	teacher	Sim

8 5 2 \
Date

Laura Rowland, Assistant Superintendent

				HE	RITAGE INTERMI	EDIATE		
2021-2022								
SEID#	First Name	Last Name	Grade	Subject	English Learner (EL) Authorization	Elective	Subject Credential	
7617878660	Lisa	Griffith	6	LA/SS	ELA1	STEM; STEM II	Science	
7015693026	Janis	Flint	6	M/S	ELA1	STEM; STEM II	Science	
7612804315	Jennifer	Heise	6	M/S	CLAD	Drama	English	
1853473393	Susan	Brandt	6	M/S	CLAD	Art; Art II	Art	
6670949384	Sarah	Meyers	6	LA/SS	ELAM	Dance	Physical Education	
6982487966	Katherine	Pruitt	6	M/S	CLAD	STEM Design	Science	
3974696514	Cheryl	Hilliard	6	M/S	ELA1	French I	Languages Other Than English	
3974696514	Cheryl	Hilliard	6	M/S	ELA1	Art	Art	
2133279717	Lisa	Calagna	6	LA/SS	ELA1	STEM Computers I; STEM Computers II	Science	
8737633621	Manjusri	Amarasekara	7	LA/SS	ELA1	Geography	Social Science	
1614214516	Esmeralda	Carrillo	7	M/S	ELAM	Geography	Social Science	
5920076246	Carlee	Dennis	7	LA/SS	ELAM	Drawing	Art	
1143564845	Mario	Erlendson	7	LA/SS	ELA1	Geography	Social Science	
1980531840	Caryn	Kratzer	7	LA/SS	ELA1	Word Language: American Sign Language	Languages Other Than English	
1166420859	Debbie	Lightfoot	7	M/S	ELAM	STEM-Computers	Industrial and Technology Education	
4492518305	Kiera	Ponce de Leon	7	LA/SS	ELA1	Financial Lireracy	Mathematics	
4492518305	Kiera	Ponce de Leon	7	LA/SS	ELA1	STEM Coding/Programming	Science	
6277544166	Mary	Caro	7	MS	ELAM	Meet the Masters	Art	
5102335717	Lori	Edwards	8	M/S	ELA1	Meet the Masters	Art	
4867823389	Taylor	Lawrence	8	M/S	ELAM	Home Ec-Cooking	Home Ec	
6360251679	Kristin	Dominguez	8	LA/SS	ELAM	Yearbook	English	
6461461235	Jennifer	Shankle	8	LA/SS	ELA1	STEM-Coding Progam	Industrial and Technology Education	
7365136071	Jim	Williamson	8	LA/SS	CLAD	Animation	Art	
7005150071								
	T	he following is	a list of assig	nments appr	oved for Heritage	Intermediate School reflecting Title	5-80005b:	
First Name	First Name	he following is	a list of assig	gnments appr Subject	English Learner (EL)	Intermediate School reflecting Title	5-80005b: Supplement	
	First Name	Last Name	Grade	Subject	English Learner (EL) Authorization			
1978784252	First Name Jennifer	Last Name Brown	Grade 6	Subject LA/SS	English Learner (EL) Authorization ELAM	Elective SOAR		
1978784252 1978784252	First Name Jennifer Jennifer	Last Name Brown Brown	Grade 6 6	Subject LA/SS LA/SS	English Learner (EL) Authorization	Elective SOAR Study Skills		
1978784252 1978784252 6586869262	First Name Jennifer Jennifer LaWanda	Last Name Brown Brown Simmons	Grade 6 6 6	Subject LA/SS LA/SS LA/SS	English Learner (EL) Authorization ELAM ELAM	SOAR Study Skills Leadership		
1978784252 1978784252 6586869262 6586869262	First Name Jennifer Jennifer LaWanda LaWanda	Brown Brown Simmons Simmons	6 6 6 6	Subject LA/SS LA/SS LA/SS LA/SS	English Learner (EL) Authorization ELAM ELAM CLAD CLAD	SOAR Study Skills Leadership Character Education		
1978784252 1978784252 6586869262 6586869262 6947095599	First Name Jennifer Jennifer LaWanda LaWanda Tahnee	Brown Brown Simmons Simmons Harris	6 6 6 6 6	Subject LA/SS LA/SS LA/SS LA/SS LA/SS LA/SS	English Learner (EL) Authorization ELAM ELAM CLAD CLAD ELA1	SOAR Study Skills Leadership Character Education Digital Citizenship		
1978784252 1978784252 6586869262 6586869262 6947095599 6947095599	First Name Jennifer Jennifer LaWanda LaWanda Tahnee Tahnee	Brown Brown Simmons Simmons Harris Harris	6 6 6 6 6	Subject LA/SS LA/SS LA/SS LA/SS LA/SS LA/SS LA/SS LA/SS	English Learner (EL) Authorization ELAM ELAM CLAD CLAD CLAD ELA1	Elective SOAR Study Skills Leadership Character Education Digital Citizenship Website Design		
1978784252 1978784252 6586869262 6586869262 6947095599 6947095599 4522470535	First Name Jennifer Jennifer LaWanda LaWanda Tahnee Tahnee Nicole	Brown Brown Simmons Simmons Harris Harris Poertner	6 6 6 6 6 6	Subject LA/SS LA/SS LA/SS LA/SS LA/SS LA/SS LA/SS LA/SS LA/SS M/S	English Learner (EL) Authorization ELAM ELAM CLAD CLAD ELAI ELA1 ELA1	Elective SOAR Study Skills Leadership Character Education Digital Citizenship Website Design SOAR		
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1978784252 1978784252 6586869262 6586869262 6947095599 6947095599 4522470535 6982487966 2525408734 7717069707	First Name Jennifer Jennifer LaWanda LaWanda Tahnee Tahnee Nicole Nicole Katherine Danielle Heather	Brown Brown Simmons Simmons Harris Harris Poertner Poertner Pruitt Aulakh Jimenez	6 6 6 6 6 6 7 7 7	Subject LA/SS LA/SS LA/SS LA/SS LA/SS LA/SS LA/SS LA/SS M/S M/S M/S M/S M/S M/S	English Learner (EL) Authorization ELAM ELAM CLAD CLAD ELA1	Elective SOAR Study Skills Leadership Character Education Digital Citizenship Website Design SOAR Sports Appreciation Career and College Career and College Career and College		
1978784252 1978784252 6586869262 6586869262 6947095599 6947095599 4522470535 4522470535 4522470536 6982487966 2525408734 7717069707 7103475856	First Name Jennifer Jennifer LaWanda LaWanda Tahnee Tahnee Nicole Nicole Katherine Danielle Heather Jonathan	Brown Brown Simmons Simmons Harris Harris Poertner Poertner Pruitt Aulakh Jimenez Margrave	6 6 6 6 6 7 7 7 7	Subject LA/SS M/S M/S M/S M/S M/S M/S M/S	English Learner (EL) Authorization ELAM ELAM CLAD CLAD ELA1 ELA1 ELA1 ELA1 CLAD ELA1 CLAD CLAD	Elective SOAR Study Skills Leadership Character Education Digital Citizenship Website Design SOAR Sports Appreciation Career and College Career and College Leadership		
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Shawn Judson, Ed.D.
Superintendent
Charlayne Sprague
Deputy Superintendent
Douglas M. Claflin
Assistant Superintendent of Business Services
Laura Rowland
Assistant Superintendent of Personnel Services



Brynna Cadman Robert Garcia

Board of Trustees

Dayna Karsch David W. Long Mondi M. Taylor

Committee on Assignment Summit Intermediate School Thursday, August 5, 2021 8:00 a.m. Agenda

- I. Introduction
- II. Discussion of Board Policy Section 4113 and Education Code Sections 44258.3 and 44258.7 (c) and (d)
- III. Discussion of Title 5, 80005b
- IV. Discussion of the Schedule of Classes for the remainder of the 2021-2022 school year
- V. Discussion and possible approval of elective assignments for the remainder of the 2021-2022 school year
- VI. Adjournment

Committee on Assignment 2021-2022 Summit Intermediate School

Signatures and Titles of Members:

Name (Please Print)	Title	Signature
Tammi Austin	Teacher	Varimi Austi
Gina Parks	teacher	Office
Kristin Ledosma	Principal	their Co
Laura Rowland	Asst. Supt.	Howland

8 19 2021 Date

Laura Rowland, Assistant Superintendent

						TERMEDIATE -2022		
SEID#	First Name	Last Name	Grade	Subject	English Learner (EL) Authorization	Elective	Subject Credential	Supplement
8020286202	Samantha	Fontana	6	LA/SS	ELA1	Astronomy	Science	
7564751407	Traci	Harisay	6	LA/SS	ELA1	Computers	Computers	
8787062168	Cynthia	Heikes	8	LA/SS	CLAD	Geography	Social Science	
7816760578	Jenna	Main	6	M/S	ELAM	Graphic Design	Art	
	Elizbeth	Medina	6	M/S	ELAM	Astronomy	Science	
1176794962	Daisy	Irozuru	7	M/S	CLAD	Baseball Math	Math	
1238808891	Desiree	Metoyer	7	LA/SS	ELA1	Drama	English	
8085827395	Gina	Parks	7	LA/SS	ELA1	Art	Art	
4368507903	Janeen	Williams	7	M/S	CLAD	Robotics	Industrial and Technology Education	
1559563588		Strogen	7	M/S	CLAD	Environmental Science	Science	
5104680367		Sonzena	7	LA/SS	ELA1	Public Speaking	English	
4581844984	Jessica	Torres	7	M/S	ELAM	Computer Science II	Industrial and Technology Education	
	Tracie	Alo	8	M/S	CLAD	Yearbook	English	
8906340883	Tammi	Austin	8	LA/SS	CLAD	Art	Art	
3754852600		Reyes	8	LA/SS	ELAM	Home Economics	Home Economics	
7458027839	5000 06 100	Espinoza	8	M/S	ELAM	Global Awareness	Social Science	
1294912603		Sapienza	8	M/S	ELA1	Art	Art	
6741751066		Rosas	8	M/S	ELAM	Shark Bytes	Business	
			ist of assig	nments	approved for S	ummit Intermediate S	chool reflecting Title 5 80005b	
SEID#	First Name	Last Name	Grade	Subject	English Learner (EL) Authorization	Elective	Authorization	Supplement
7797096067	Michelle	Carney	6	M/S	ELA1	Study Skills		
1578007856	Julie	Christian	6	LA/SS	ELA1	Financial Literacy		
4185200559	Jennifer	Aguiar	6	M/S	ELA1	Financial Literacy		
1963009269		Holden	6	M/S	ELAM	Mindfulness		
3710582499		Kvalheim	6	LA/SS	ELA1	Character Ed		
	Ericka	MacKinlay	6	M/S	ELA1	Communication Skills		
7422809066		Porter	7	LA/SS	ELA1	Life Skills		
4837132341	Mark	Griffin	7	M/S	CLAD	SOAR		
3260593912	Erin	Belluomini	8	M/S	ELA1	SOAR		
3252103688		Lara	8	LA/SS	ELAM	Financial Literacy		
7670201826		McCall	8	LA/SS	CLAD	College and Careers		
		Griffin	8	LA/SS	ELA1	Leadership		

Staffing Lists with Grade Levels Preschool – 8th

Caryn Eler	nentary	
TAVOLAZZI, DINO	1	PRINCIPAL ELEMENTARY
PARKER, PAMELA	1	TEACHING VICE PRINCIPAL
TEACHERS	FTE	Grade Level
THUMM, CALLIE	1	1ST
BRAGOLE, LESLIE	1	1ST
FICKETT, STACY	1	1ST
OBERHOLTZ, COURTNEY	1	1ST
BROWN, TRACEY	1	2ND
GRYTE, EMILY	1	2ND
GARCIA, CATHRYN	1	2ND
JONES, ALLISON	1	2ND
NGUYEN, QUOC	1	2ND
ROGINA, LACI	1	3RD
AUSTIN, ROBIN	1	3RD
GUSTAFSON, DANA	1	3RD
CONNOR, MADELEINE	1	3RD
CHAPA, KRYSTA	1	4TH
DEROSA, NICOLE	1	4TH
VAZQUEZ, YVETTE	1	4TH
LANGLOIS, KELLY(JS w/ CRUMB, SARAH)	0.8054	
CRUMB, SARAH(JS w/ LANGLOIS, KELLY)	0.2216	
HARRIS, MEGHAN	1	5TH
YOUNG, ELAINE	1	5TH
PILAWSKI, STEVEN	1	5TH
DECKER, MONICA	1	5TH
BROWN, AMANDA	1	5TH
GILFRY, KRISTINA	1	KAM
BRUCE, LOU ANN	1	KAM
REED, MARY ANNE	1	KPM
MORALES GOODWIN, MICHELLE	1	KPM
CARBAJAL, LYLA	0.4	PSYCHOLOGIST
HOLLAND, BRANDIE	1	RSP
BJORKMAN, ANNIKA	1	SLP
LAUTENSLAGER, DENESE	1	TRANSITIONAL KINDER
	FTE	Employee Count
ELEMENTARY TEACHER	26	26
ELEMENTARY TEACHER JOB SHARE	1.027	2
ELEMENTARY TEACHER-RSP	1	1
PRINCIPAL ELEMENTARY	1	1
PSYCHOLOGIST	0.4	1
TEACHING VICE PRINCIPAL	1	1
SLP	1	1
Totals	31.427	33

Colony Elementary			
HACKMAN, KERRY	1	PRINCIPAL ELEMENTARY	
REED, CHRISTINE	1	TEACHING VICE PRINCIPAL	-
TEACHERS	FTE	Grade Level	
COFFMAN, KAREE	1	1ST	
DENNIS, MARY	1	1ST	
MACIAS, RENEE	1	1ST	
SERL, TERI	1	1ST	
HENCH, KRISTEN	1	2ND	
KELTNER, PATRICIA	1	2ND	
GILLESPIE, KRISTIN	1	2ND	
CARROLL, JULIE	1	2ND	
LARKIN, TRISHA	1	3RD	
OSHIRO, MEGAN	1	3RD	
BAJENARU, PAULETTE	1	3RD	
COX, JENNIFER	1	3RD	
MACCHESNEY, SHELLEY	1	4TH	
KOOYMAN, CRYSTAL	1	4TH	
LEAK, MARY	1	4TH	
FABRIZIO, CHASELYN	1	5TH	
BRADSHAW, LISA	1	5TH	
CULP, STEPHANIE	1	5TH	
CARTER, TANOAH	1	5TH	
WALK, AMBER	1	KAM	
GEYE, KATHERINE	1	KAM	
KELLOGG, GINA	1	KPM	
ESTEP, KRISTA	1	KPM	
KLEIST, KRISTOPHER	0.5	PE	
MILLER, CYNTHIA	1	PSYCHOLOGIST	
FLORES, FERNANDO	1	RSP	
SAYEG, SHELLY	1	SDC	
SPEZIALY, THERESA	1	SDC	
ADAMS, MONICA	1	SDC	
BARRINGTON AKAUOLA, ELIZABETH	1	SDC K	
	1	SDC TK/K	
VASQUEZ, STEPHANIE			
TOUPAL, ANDREA	0.8 1	SLP SLP	
ARELLANO, JENETTE			
CLARK, DESIREE	1	TRANSITIONAL KINDER	
ELEMENTA DV TEACHED	FTE	Employee Count	7.7
ELEMENTARY TEACHER	23		23
ELEMENTARY TEACHER JOB SHARE	1		1
ELEMENTARY TEACHER-PE	0.5		1
ELEMENTARY TEACHER-RSP	1		1
PRINCIPAL ELEMENTARY	1		1
PSYCHOLOGIST	1		1
TEACHING VICE PRINCIPAL	1		1
SDC	3		3
SLP	1.8		2
SDC K	1		1
SDC TK/K	1		3
Totals	35.3		36

CP Lightfoot Elementary				
KOOYMAN, JUSTIN	1	PRINCIPAL ELEMENTARY		
TEACHERS	1	TEACHING VICE PRINCIPAL		
		Grade Level		
LIND, JACQUELINE	1	1ST		
MURRAY, TARA	1	1ST		
FREDENDALL, BAILEY	1	1ST		
FIGG, MARSHA	1	1ST		
MCNAMARA, ALISON	1	1ST		
SILVA, CATHERINE	1	1ST		
ABBRUZZESE, EVA	1	2ND		
HAM, THERESA	1	2ND		
HEARN, ALEXIS	1	2ND		
CALIRI, CRYSTAL	1	2ND		
JARAMILLO, AMANDA	1	2ND		
MEZA, JESSICA	1	2ND		
STAHL, JODIE	1	3RD		
COULTER, TEREN	1	3RD		
SANDUSKY, JACQUELYN	1	3RD		
JORDAN, CHRISTINA	1	3RD		
CAMPBELL, PATRICK	1	4TH		
OGDEN, MICHELLE	1	4TH		
NOLAN, AMANDA	1	4TH		
QUIJADA, MELISSA	1	4TH		
VIGIL, COREY	1	5TH		
YASUDA, KEVIN	1	5TH		
DIA, CATHERINE	1	5TH		
CONTOIS, KATIE	1	5TH		
MEDRANO, EMILY	1	K		
HENRY, SUSAN	1	KAM		
BISHOP, JENNIFER	1	KAM		
OVERHOLT, HELENA	1	KPM		
PIAZZA, DARCY	1	KPM		
BOLTON, ERIC	0.5	PE		
CARBAJAL, LYLA	0.4	PSYCHOLOGIST		
RODRIGUEZ, DANIELLE	1	RSP		
RANDAZZO, SARA	1	SPEECH-LANGUAGE PATHOLOGY		
STOUT, MARIE	1	TRANSITIONAL KINDER		
DIOMEDES, AMY	1	TRANSITIONAL KINDER		
	FTE	Employee Count		
ELEMENTARY TEACHER	30		30	
ELEMENTARY TEACHER JOB SHARE	1		1	
ELEMENTARY TEACHER-PE	0.5		1	
ELEMENTARY TEACHER-RSP	1		1	
PRINCIPAL ELEMENTARY	1		1	
PSYCHOLOGIST	0.4		1	
SPEECH-LANGUAGE PATHOLOGIST	1		1	
TEACHING VICE PRINCIPAL	1		1	
Totals	35.9		37	

Day Creek Inte		
TARASI, AMY	1	PRINCIPAL INTERMEDIATE
VANDER LAAN, JORDYN	1	ASSISTANT PRINCIPAL INTERMEDIA
TEACHERS	1	ASSISTANT PRINCIPAL INTERMEDIA
WHITE, MITCHEL	FTE	Grade Level
POWERS, MARIAH	1	6ALL
EARMONT, TESSALA	1	6LASS
FERNANDEZ, SILVIA	1	6LASS
GUERRA, DANA	1	6LASS
SHARP-MORRISON, CHRISTINA	1	6LASS
EONARD, CARLY	1	6LASS
	1	6LASS
BRUBAKER, DANIEL	1	6MASC
ARKIN, DIANE	1	6MASC
GANNON-JACOBSEN, JERI	1	6MASC
CUSHIN, DARLENE	1	6MASC
ANINI, MARY	1	6MASC
MILLER, LISA(JS w/ HARRIS, ALISA)	0.5135	7LASS
BAILEY, ROSLYN	1	7LASS
ROUTH, ANN	1	7LASS
DYE, CHERYL	1	7LASS
VANS, KENNETH	1	7LASS
OSSAGE, MARK	1	7LASS
IARRIS, ALISA(JS w/ MILLER, LISA)	0.5135	7LASS
NGEBRETSEN, SARAH	1	7MASC
IIVAS, TRACY	1	7MASC
IORTON, PATRICK	1	7MASC
ONZALES, DREAMA	1	7MASC
MERRY, TRACIE	1	7MASC
PEDICK, JILLIAN	1	7MASC
ORTER, ALEXIS	1	8ALL
OSSAGE, REGAN	1	8LASS
JELLAND, JULIA	1	8LASS
ORRISON, LAURIE	1	8LASS
EZI, NICOLE(JS w/ MCNABB CHAIYARACHTA, KIMBER)	0.5135	
ALEY, ANGELA	1	8LASS
CHEMENAUER, YVETTE	1	8LASS
1CNABB CHAIYARACHTA, KIMBER(JS w/ BEZI, NICOLE)	0.5135	
ANESHINA, MATILDA	1	8MASC
ERNANDEZ III, MAXIMINO	1	8MASC
RELLANO, MARY	1	8MASC
ONTRERAS, RAMON	1	8MASC
LAYTON, DONNA	1	8MASC
HALLEY, JENNIFER	1	
ARBEL, FIONA		8MASC
ACALLAO, SALINE	1	BAND
RIFFIN, REBEKAH		INTERMEDIATE TEACHER
BARRA, ANDREA		INTERMEDIATE TEACHER
ENRY, JOSEPH		PE
EMECEK, CHAD		PE PE

ROSE, CYNTHIA	1	PE	
ORNELAS, RALPH	1	PE	
WEAVER, VANESSA	1	PSYCHOLOGIST	
MACIAS, NICOLE	1	RSP	
CELIS, CARLOS	1	RSP	
WOODS, JASMINE	1	RSP	
KURAMATA, TYLER	1	RSP	
BURR, MICHELLE	1	SCHOOL COUNSELOR	
ROWLAND, BRADLEY	1	SDC	
HAMPTON, WENDY	1	SDC	
WHITE, CARRIE	1	SLP	
	FTE	Employee Count	
INTERMEDIATE TEACHER	37		37
INTERMEDIATE TEACHER-PE	5		5
INTERMEDIATE TEACHER JOB SHARE	2.054		4
INTERMEDIATE TEACHER-RSP	3		3
ASSISTANT PRINCIPAL INTERMEDIA	2		2
INTERMEDIATE TEACHER - RSP	1		1
PRINCIPAL INTERMEDIATE	1		1
PSYCHOLOGIST	1		1
SCHOOL COUNSELOR	1		1
SDC	2		2
SLP	1		1
BAND	1		1
Totals	57.054		59

DW Long Elementary				
SHEROD, NANCY	1	PRINCIPAL ELEMENTARY		
RODRIGUEZ, MICHAEL	1	ASSISTANT PRINCIPAL ELEMENTA	۸DV	
TEACHERS		Grade Level	NI I	
WILKIE, ASHLEIGH	1	1ST		
HOPKINS, STEPHANIE	1	1ST		
DIMUCCIO, REGINA	1	1ST		
VENAAS, ANGELA	1	1ST		
GARCIA, KAREN	1	1ST		
WAYNE, CLAIRE	1	1ST		
POSTAJIAN, ANDREA	1	2ND		
SINGLETON, CARMON	1	2ND		
MOSS, JESSICA	1	2ND		
EILAND, BRITTNEY	1	2ND		
BARRAGAN-DE LEON, RENATA	1	2ND		
LUDOVICO, JENNIFER	1	2ND		
BLAKE, CORRIE	1	2ND/3RD		
MCDONALD, KERRY	1	3RD		
HAMMOND, BRANDY	1	3RD		
RODRIGUEZ, BRIANA	1	3RD		
CARMEAN, TIFFANY	1	3RD		
PRATT, BRYNNA	1	4TH		
DRAPER, JAMIE	1	4TH		
BAKER, BRANDON	1	4TH		
CANTU, JESSICA	1	4TH		
GOODMAN, LINDSAY	1	4TH		
CHAVEZ, KYRSTIN	1	5TH		
GONZAGA, RACHEL	1	5TH		
ZEMLOCK, PAIGE	1	5TH		
BRIDE, ALYSSE	1	5TH		
GONZALEZ, JUDY	1	5TH		
CASTANEDA, LISA	1	5TH		
WILSON, DANIELLE	1	KAM		
GOMEZ, LAURA	1	KAM	88	
WIERSMA, JEANETTE	1	KAM	1	
LOZANO, KRISTEN	1	KPM		
OVERSON, ASHLEY	1	KPM		
KLEIST, KRISTOPHER	0.5	PE		
PIERCE, ANGEL	1	PSYCHOLOGIST		
SUMLIN, DANIELLE	1	RSP		
PRESTON, SYDNEY	0.5	SLP		
NAPOLI, MARIE	1	SLP		
NUAIMI, SUSANNE	1	TRANSITIONAL KINDER		
	FTE	Employee Count		
ELEMENTARY TEACHER	33		33	
ELEMENTARY TEACHER JOB SHARE	1		1	
ELEMENTARY TEACHER-PE	0.5		1	
ELEMENTARY TEACHER-RSP	1		1	
PRINCIPAL ELEMENTARY	1		1	
PSYCHOLOGIST	1		1	

ASSISTANT PRINCIPAL ELEMENTARY	1	1
SLP	1.5	2
Totals	40	41

	ge Eleme	
ASHTON, KRISTEN	1	PRINCIPAL ELEMENTARY
MCCORMACK, JOHN	0.5	ASSISTANT PRINCIPAL ELEMENTARY
PROTHRO, RAYNA	1	ASSISTANT PRINCIPAL ELEMENTARY
TEACHERS MASON SHANNON	FTE	Grade Level
MASON, SHANNON	0.6108	
VASQUEZ, STACY	1	1ST
GARRIGUES, NANCY	1	1ST
SWOLGAARD, GIULIA	1	1ST
BLY, HEATHER(JS w/)	0.4162	
MELVIN, SALLY	1	2ND
KAUFOLD, STACY	1	2ND
JPCRAFT, IRENE	1	2ND
DUNCAN, HAYLIE	1	3RD
DLEARY, BETHANY	1	3RD
KIMES, ANNETTE	1	3RD
/ALENTIC, KATHRYN	1	3RD
MONTANO, LINDSY	1	3RD
REJO, MICHELLE	1	4TH
CAMPBELL, BAILEE	1	4TH
CURADO-KAM, SUSIE	1	4TH
PORRINO, ASHLEY	1	4TH
MCKINLEY, FRANK	1	5TH
TEPHENS, KIMBERLY	1	5TH
LAUGHER, BAILEE	1	5TH
NOFFETT, IRAYMA	1	5TH
LEMING, MELISSA	1	KAM
CHAUER, MARTHA	1	KAM
HILDERS, JENNIFER(JS w/ STEED, STEFANIE)	0.4162	KPM
IILL, SHANNON	1	KPM
TEED, STEFANIE(JS w/ CHILDERS, JENNIFER)	0.6108	KPM
ACIAS, GINA	0.5	PE
ANDOVAL, PATRICIA	1	PRESCHOOL
EIGER, MONIKA	1	PRESCHOOL
ERST, TIFFANY	1	PRESCHOOL
ARTINEZ, MELANIE	1	PRESCHOOL
AFFRON, CHRISTINA		PRESCHOOL
EREZ, REBECCA	1	PSYCHOLOGIST
1ENDEZ, ALISIA		PSYCHOLOGIST
ELLITTERI, MARTA		PSYCHOLOGIST
SPINOZA, KRISTIN		RSP
AMIREZ, JULIA		RSP
AUL, KATHERINE		SLP
LEMENS, NICOLE		SLP
ROZCO, IVANNA		
1ENDELL, MELANIE		SPEECH LANGUAGE PATHOLOGY
ALENZA BOONE, AMY		SPEECH-LANGUAGE PATHOLOGY
ALLINZA DOUNL, AIVIT		TRANSITIONAL KINDER Employee Count
		EUDIOVAA LOUDT
LEMENTARY TEACHER	22	Employee count

EARLY CHILDHOOD TEACHER	5	5
PSYCHOLOGIST	2.62	3
SPEECH-LANGUAGE PATHOLOGIST	2	2
ELEMENTARY TEACHER-RSP	1.5	2
ASSISTANT PRINCIPAL ELEMENTARY	1.5	2
ELEMENTARY TEACHER-PE	0.5	1
PRINCIPAL ELEMENTARY	1	1
SLP	2	2
Totals	41.174	46

Etiwand	la Intern	nediate
PORTER, DANIELLE	1	PRINCIPAL INTERMEDIATE
BUCK, KALA	1	ASSISTANT PRINCIPAL INTERMEDIA
DAVIDS, KELLY	1	ASSISTANT PRINCIPAL INTERMEDIA
TEACHERS	FTE	Grade Level
NGUYEN, CHINH BIEN	1	6LASS
BURKE, MARGARET	1	6LASS
BELLO, RACHEL	1	6LASS
NEIGHBOR, AMANDA	1	6LASS
MCINTOSH, DINA	1	6LASS
MEDRANO, KIMBERLY	1	6LASS
CARTER, MEGAN	1	6LASS
MELILLO, ANGELA	1	6MASC
BERWICK, DIONNE	1	6MASC
ZIMMERMANN, JAN	1	6MASC
DBRIEN, CATHERINE	1	6MASC
RIETER, CYNTHIA	1	6MASC
CARTER, CELINA	1	6MASC
NELSON, ANGELA	1	6MASC
COLE, ROBERT	1	7LASS
ADAMS, VIRGINIA	1	7LASS
MITH-GOODEN, TERRI	1	7LASS
GIONET, KARA(JS w/ CHAVEZ, ANDREA)	0.5135	
ARKER, TIMOTHY	1	7LASS
OLLINGER, TARA	1	7LASS
HAVEZ, ANDREA(JS w/ GIONET, KARA)	0.5135	
ANGAGER, SIERRA	1	7LASS
RANT, LINDSAY	1	7MASC
VEBSTER, JOSHUA	1	7MASC
AXTON, CARROLL	1	7MASC
AGEE, GRAINNE	1	7MASC
BERHAUSER, TAMARA	1	7MASC
TRUB II, CARL	1	7MASC
OGEL, JULIE	1	7MASC
ARTIN, GINA	1	8LASS
AMIREZ, KATHY	1	8LASS
HARA, JAMIE	1	8LASS
IVAS, TERESA	1	8LASS
EAULT, CARRIE	1	
NEILL, STEPHEN		8LASS
ROOKS, MARY	1 1	8LASS
LIBARRI, CAROL	1	8LASS
UNT, TAMARA		8MASC
UNCAN, HEATHER	1	8MASC
OGERS JR, ANDRE		8MASC
ODRIGUEZ, YVONNE		8MASC
EWIS, DANIEL		8MASC
RIGHT, SANDRA		8MASC
		8MASC ACADEMIC ADVISOR
MAYA, MELANY		

QUINTEROS, SUSANA	1	BAND	1
ESTES, JOSHUA	1	PE	
PONCIANO, LISA	1	PE	
WHITEHEAD, AARON	1	PE	
LAUTENSLAGER, BENJAMIN	1	PE	1
OLIVER, DIANE	1	PE	
BEAMAN, GINA	1	PSYCHOLOGIST	
RICHARDSON, ANGELA	1	RSP	
GEORGE, DERICK	1	RSP	
ARRETCHE, ROGER	1	RSP	
WHEELER, KIMBERLY	1	RSP	
SEQUEIRA, ERICA	1	RSP	
HURTADO, TANIA	1	RSP	
TOWNSEND, LA TOYA	1	SCHOOL COUNSELOR	
EVERY, MICHAEL	1	SDC	
RIVAS, MANUEL	1	SDC	
SONZENA, TAYLOR	0.4	SLP	
JACKSON, SUSANNE	1	SLP	
	FTE	Employee Count	
INTERMEDIATE TEACHER	41		41
INTERMEDIATE TEACHER-RSP	6		6
INTERMEDIATE TEACHER-PE	5		5
INTERMEDIATE TEACHER JOB SHARE	1.027		2
ASSISTANT PRINCIPAL INTERMEDIA	2		2
ASSOCIATE CLINICAL COUNSELOR	0.5		1
PRINCIPAL INTERMEDIATE	1		1
PSYCHOLOGIST	1		1
SCHOOL COUNSELOR	1		1
ACADEMIC ADVISOR INTERMEDIATE	1		1
SDC	2		2
SLP	1.4		2
BAND	1		1
Totals	63.927		66

Falcon I	Ridge E	lementary
RICHTER, LISA	1	PRINCIPAL ELEMENTARY
BOWMAN, TWYLA	1	ASSISTANT PRINCIPAL ELEMENTARY
TEACHERS	FTE	Grade Level
STEINER, LAURA	1	1ST
CLARK, APRIL	1	1ST
CHAVEZ, VANESSA	1	1ST
GIBB, VICTORIA	1	2ND
VINSON, SELINA	1	2ND
LARRONDO, JEANETTE	1	2ND
OH, JUDY	1	2ND
KINSEY, MARGARET	1	3RD
DE ANGELO, JENNIFER	1	3RD
MCCLOUD, SARAH	1	3RD
RIEGSECKER, JORDYN	1	4TH
STUENCKEL, LAUREN	1	4TH
BARRAGAN, JULIE	1	4TH
PINEDA, KAYLYN	1	5TH
LEWIS, AARON	1	5TH
CIMENSKI-ALMOGELA, JASON	1	5TH
GILES, NICOLE	1	APE
MORPHEW, BRANT	1	APE
JACKSON, DAVID	1	BAND
COBB, JENNIFER	1	ELEMENTARY TEACHER
STROHM, LAUREN	1	K
NEISE, MELISSA	1	K
MCCULLOUGH, BRITTANY	1	К
JONES, NICOLE	1	К
STYLES, TANISHA	1	KAM
DETERS, BILLIE	1	KAM
RAHIM, KAMRAN	0.5	PE
ALAMILLO, CORRIE	1	PSYCHOLOGIST
ALDAMA, LAURI	1	RSP
DEL ROSARIO, MELVIN	1	SDC MOD/SEV
PEEK, ALEC	1	SDC MOD/SEV
SHEPHERD, LYNDSAY	1	SDC MOD/SEV
GREENBERG, KRISTIN	1	SDC MOD/SEV
GREENBERG, KAITLYNN	1	SDC MOD/SEV
WILKERSON, CATHERINE	1	SLP
WILCOX, BRITTANY	1	SLP
WILLIAMS, ALLISON	1	SLP
HERRERA, KIMI	1	TRANSITIONAL KINDER
	FTE	Employee Count
ELEMENTARY TEACHER	21	21
EARLY CHILDHOOD TEACHER	3	3
ADAPTED PE TEACHER	2	2
ASSISTANT PRINCIPAL ELEMENTARY	1	1
ELEMENTARY TEACHER-PE	0.5	1
ELEMENTARY TEACHER-RSP	1	1
PRINCIPAL ELEMENTARY	1	1

PSYCHOLOGIST	1	1
SDC MOD/SEV	5	5
SLP	3	3
BAND	1	1
Totals	39.5	40

Golden E	Golden Elementary				
SIPOS, JEFF	1	PRINCIPAL ELEMENTARY			
WAYNE, GEORGIA	1	ASSISTANT PRINCIPAL ELEMENTARY			
TEACHERS	FTE	Grade Level			
PADDOCK, MIRANDA	1	1ST			
ALLEN, ANNALYN	1	1ST			
MCSHANE, REBEKAH(JS w/ ROBERTS, CRYSTAL)	0.2216				
SALINAS, THERESIA	1	1ST			
ROBERTS, CRYSTAL(JS w/ MCSHANE, REBEKAH)	0.8054				
MOREHEAD, WENDI	1	1ST			
MARINO, MAUREEN	1	1ST			
LARWIN, CLAUDIA	1	1ST/2ND			
PISKULICH, LIZETH	1	2ND			
SORENSEN, JESSICA	0.4162				
BANALES, VIRGINIA	1	2ND			
PARRISH, GENELLE	1	2ND			
SEEVER IAVARONE, SHANNON	1	2ND			
PAGENKOPP, LAUREN	0.6108				
GREEN, MARIA	1	3RD			
FLOREA, ANGELINA	1	3RD			
TODD, INGRID	1	3RD			
FUSCO, KATHLEEN(JS w/ CARMAN, ERIN)	0.5135				
TALBOTT, DENISE	1	3RD			
KING, KATHLEEN	1	3RD			
CARMAN, ERIN(JS w/ FUSCO, KATHLEEN)	0.5135				
REED, ERICA	1	4TH			
CHU, LIZA	1	4TH			
SPANGLER, KIMBERLY	1	4TH			
ULLOM, BETH	1	4TH			
VALTIER, KERRI		4TH			
COBB, JAN	1	4TH			
JACKSON, BRENDA	1	5TH			
MECOZZI, DAVID	1	5TH			
DEGUZMAN, DANIELLE	1	5TH			
LAUTENSLAGER, TANIA	1	5TH			
MELENDREZ, MARLYN	1	5TH			
JOHNSON, VICKY	1	5TH			
ADEZ, ANGELA		KAM			
TAYLOR, MICHELLE	1	KAM			
SABALA, CHRISTINE	1	KAM			
TONAN, JOHN		KPM			
COURTNEY, ALISSA					
BORBON, LANDON		KPM			
TUNGATE, KIMBERLY		PE PSYCHOLOGIST			
LISCOTTI, SARAH		PSYCHOLOGIST PSD			
BORBON, BRITTNEY		RSP			
GARIBAY, TAMARA		RSP			
ZEIGLER, MADISON		SDC			
HUBERT, CAMIRYN		SDC			
RODRIGUEZ, MARIE		SLP			
NOUNIOULZ, IVIANIÉ	1	SLP			

GESCHWIND, PAMLA	1	TRANSITIONAL KINDER	
	FTE	Employee Count	
ELEMENTARY TEACHER	33		33
ELEMENTARY TEACHER JOB SHARE	3.081		6
ELEMENTARY TEACHER-PE	0.5		1
ELEMENTARY TEACHER-RSP	1		1
ELEMENTARY TEACHER-SDC	0.5		1
PRINCIPAL ELEMENTARY	1		1
PSYCHOLOGIST	1		1
ASSISTANT PRINCIPAL ELEMENTARY	1		1
SDC	2		2
SLP	1.5		2
Totals	44.581		49

Grapeland Elementary			
SHAW, JOSEPH	-	DDINCIDAL ELEMANTA DA	
BEITLER, BRETT	1	PRINCIPAL ELEMENTARY	
TEACHERS	1 FTE	TEACHING VICE PRINCIPA	AL
JENSEN, SUZANNE		Grade Level	
CARUSO, KRISTYN	1 1	1ST	
NAVAR, AMANDA(JS w/ SVOBODA, ASHLEY)		1ST	
SVOBODA, ASHLEY(JS W/ NAVAR, AMANDA)	0.5135		
CARNES, TRACIE	0.5135		
SMITH, ROBYN	1	1ST	
CONNOR, HOLLY	1	2ND	
JOHAL, TERRI	1	2ND	
GRAY, MELANIE	1	2ND	
CROSS, DANIELLE	1	2ND	
PAUL, BRANDY	1	3RD	
BERRY, MARGARET	1	3RD	
ROUNTREE, KIMBERLY	1	3RD	
HERRMANN, PORSCHE	1	4TH	
WHITNEY, SHARON	1	4TH	
1 °	1	4TH	
THOMPSON, KATHRYN	1	5TH	
HOUGHTON, MELINDA	1	5TH	
EVANS, JENNIFER	1	5TH	
EDWARDS, KENT	1	5TH	
OCEGUERA, DIANA	1	KAM	
HUNT, MARYCAROL	1	KAM	
AYLOR, KELSEY	0.5135		
RESTEMAYER, EMILY	0.5135		
BARNETT, JAMES	0.5	PE	
GALVAN, RABECCA	1	PRESCHOOL	
TRONSON, LAURA(JS w/ CARDOSO, CHRISTIANNE)		PRESCHOOL	
CARDOSO, CHRISTIANNE(JS w/ TRONSON, LAURA)		PRESCHOOL	
GARBA, BRITTANEY	1	PRESCHOOL	
HERNANDEZ, ANALISA	1	PSYCHOLOGIST	
TARAPOREWALLA, RUKHSHANA	1	RSP	
MURATALLA, MARIE		SLP	
CABRERA, JENNIFER		SLP	
SMITH, VANESSA		TRANSITIONAL KINDER	
ELEMENT DV TO A CONTROL OF THE CONTR		Employee Count	
ELEMENTARY TEACHER	20		20
ELEMENTARY TEACHER JOB SHARE	2.054		4
EARLY CHILDHOOD TEACHER	2		2
EARLY CHILDHOOD TEACHER JOB SH	1.027		2
ELEMENTARY TEACHER-PE	0.5		1
ELEMENTARY TEACHER-RSP	1		1
PRINCIPAL ELEMENTARY	1		1
PSYCHOLOGIST	1		1
TEACHING VICE PRINCIPAL	1		1
SLP	2		2
Totals	31.581		35

Heritage Intermediate			
CARSON, JONATHAN	1		
JOHNSON, CLAUDIA		PRINCIPAL INTERMEDIATE	
NOYES, GREGORY	1	ASSISTANT PRINCIPAL INTERMEDIA	
TEACHERS		ASSISTANT PRINCIPAL INTERMEDIA Grade Level	
BROWN, JENNIFER	1	6LASS	
CALAGNA, LISA	1	6LASS	
GRIFFITH, LISA	1	6LASS	
MEYERS, SARAH	1	6LASS	
SIMMONS, LA WANDA	1	6LASS	
HARRIS, TAHNEE	1	6LASS	
BRANDT, SUSAN	1	6MASC	
FLINT, JANIS	1	6MASC	
HILLIARD, CHERYL	1	6MASC	
POERTNER, NICOLE	1	6MASC	
PRUITT, KATHERINE	1	6MASC	
HEISE, JENNIFER	1	6MASC	
MORGAN, KAYLA	1	7ALL	
ERLENDSON, MARLO	1	7LASS	
AMARASEKARA JR., MANJUSRI	1	7LASS	
AULAKH, DANIELLE	1	7LASS	
DENNIS, CARLEE	1	7LASS	
KRATZER, CARYN	1	7LASS	
PONCE DE LEON, KIERA	1	7LASS	
MARGRAVE, JONATHAN	1	7MASC	
CARRILLO, ESMERALDA	1	7MASC	
EDWARDS, JONATHAN	1	7MASC	
LIGHTFOOT, DEBBIE	1	7MASC	
CARO, MARY	1	7MASC	
IMENEZ, HEATHER	1	7MASC	
ABRAHIM, STEPHANIE	1	8ALL	
BRACE, RYAN	1	8LASS	
DOMINGUEZ, KRISTIN	1	8LASS	
SHANKLE, JENNIFER	1	8LASS	
ROBINSON, LATAWNYA	1	8LASS	
WILLIAMSON, JAMES	1	8LASS	
COOPER, BETH	1	8LASS	
COHEN, JENNA	1	8MASC	
DWARDS, LORI	1	8MASC	
AWRENCE, TAYLOR	1	8MASC	
EOANE, NATALIA	1	8MASC	
DEAL, MINDY	1	8MASC	
ANCHEZ JR, LUIS	1	8MASC	
MITH, JATERICA	1	ACADEMIC ADVISOR	
MATHIEU, AMBER		ASSOCIATE CLIINICAL COUNSELOR	
AQUILA, EILEEN	1	BAND	
(IRKLAND, ROSEMARY	1	PE	
GARIBAY, CARLOS	1	PE	
VILSON, CHRISTOPHER	1	PE	
GIACOMAZZI, CASEY	1	PE	

GONZALES, PAUL	1	PE	ŀ
DIBLASI, MINI	1	PSYCHOLOGIST	
ZABALA-VAZQUEZ, TATIANA	1	RSP	
MARTIN, DARIN	1	RSP	
ELLIS, GINA	1	RSP	
PROVINES, SANDRA	1	RSP	
DANIELS, KRYSTAL	1	SCHOOL COUNSELOR	
ZARATE, MALARI	1	SDC	
HIGHLAND, DARCY	1	SDC	
MELTREGER, SARAH	1	SDC	
MARTIN, RICHARD	1	SDC	
GUADAGNOLI, KELLY	1	SLP	
	FTE	Employee Count	
INTERMEDIATE TEACHER	39		39
INTERMEDIATE TEACHER-PE	4		4
INTERMEDIATE TEACHER-RSP	4		4
ASSISTANT PRINCIPAL INTERMEDIA	2		2
ASSOCIATE CLINICAL COUNSELOR	0.5		1
ACADEMIC ADVISOR INTERMEDIATE	1		1
PRINCIPAL INTERMEDIATE	1		1
PSYCHOLOGIST	1		1
SCHOOL COUNSELOR	1		1
SDC	4		4
SLP	1		1
BAND	1		1
Totals	59.5		60

Perdew Ele		DENINGED A SUSTAINANTANY	
BRAY, KELLY	1	PRINCIPAL ELEMENTARY	D)/
VOGLEZON, RASHAWN TEACHERS	1 FTE	ASSISTANT PRINCIPAL ELEMENTA Grade Level	KY
MARTINEZ, SONIA	1	1ST	
SORENSEN, KELLEY(JS W/ JOHNSON, KELLIE)	0.5135		
	0.5155	1ST	
TUNISON, ASHLEY	1		
AICHLMAYR, KRISTEN		1ST	
JOHNSON, KELLIE(JS w/ SORENSEN, KELLEY)	0.5135		
RUECKNER, JAMIE	1	2ND	
MARTINEZ, DIANE	1	2ND	
SANDERS, AMIE	1	2ND	
MORRILL, PEGGY ANN	1	2ND	
CAHILL, MELISSA	1	2ND	
KIRTLEY, LISA	1	3RD	
KARAKAS RAMIREZ, BENAY	1	3RD	
PHILLIPS, JENNIFER	1	3RD	
FERRARI, RACHEL	1	3RD	
WESTPHAL, KATHARINE	1	3RD	
LAMAR, TINA	1	4TH	
HOLGERSEN, KRISTINA(JS w/ KURAMATA, BRITTANY)		4TH	
WHITE, KELLY	1	4TH	
HANCOCK, KERI	1	4TH	
KURAMATA, BRITTANY(JS w/ HOLGERSEN, KRISTINA)	0.7081	4TH	
MARTINEZ, JESSICA	1	5TH	
GEORGE, LINDSEY	1	5TH	
STATZEL, CHRISTINE	1	5TH	
RODRIGUEZ, BONNIE	1	5TH	
EPSTEIN, RACHEL	1	5TH	
STERLING, JUSTINE	1	KAM	
THOMAS, LOREN	1	KAM	
GAITAN, MIRIAM	1	KPM	
BASS, EMILY	1	KPM	
RAHIM, KAMRAN	0.5	PE	
HERRERA, RAYMOND	0.5	PE	
PITTMAN, SUE ANN	0.8	PSYCHOLOGIST	
BERRY, ALICE	1	RSP	
LAM, DEE	1	SDC	
PELTZ, CARLA	1	SLP	
SONZENA, TAYLOR	0.4	SLP	
OBERHOLTZ, CORENE	1	TRANSITIONAL KINDER	
	FTE	Employee Count	
ELEMENTARY TEACHER	26		26
ELEMENTARY TEACHER JOB SHARE	2.054		4
ELEMENTARY TEACHER-PE	1		2
ELEMENTARY TEACHER-RSP	1		1
PRINCIPAL ELEMENTARY	1		1
PSYCHOLOGIST	0.8		1
ASSISTANT PRINCIPAL ELEMENTARY	1		1
SLP	1.4		2
SDC	1		1
Totals	35.254		39

Sold	orio Elem	entary	
LOFTIS, CANDRA	1		
BARRON, ANDREA	1	PRINCIPAL ELEMENTARY	
MCCORMACK, JOHN	0.5	ASSISTANT PRINCIPAL ELEMENTARY	
TEACHERS	FTE	ASSISTANT PRINCIPAL ELEMENTARY Grade Level	
CANCHOLA, MICHELLE	1	1ST	
MANSFIELD, ELANA	1	1ST	
KENNEDY, DENISE	1	1ST	
JOURDAIN, TAMARA	1	1ST	
RICE, PRISCILLA	1	1ST	
BISHOP, STEPHANIE	1	1ST	
MORTENSEN, AMY	1		
HOENISCH, CAITLIN	1	2ND	
FLYNN, LISA	1	2ND	
ROSENER, HOLLY		2ND	
MORRISON, ALECIA	0.4162		
	1	2ND	
MCNABB, GENNIFER MIGUEL, MARK	0.6108		
M	1	3RD	
BURKE, KRISTINE	1	3RD	
RYAN, JESSICA	1	3RD	
STEWART, LAURA	1	3RD	
BECKER, ALINA	1	3RD	
STEVENS, TARA	1	4TH	
SALLIS, SAMANTHA	1	4TH	
TRAN, LEOMI	1	4TH	
SULLIVAN, ZAN	1	4TH	
BYNUM, REGINA	1	4TH	
BROUSSARD, TANYA	1	5TH	
KERSEY, MELODY	1	5TH	
BURK, DEBORAH	1	5TH	
DURAN, NATHALIE	1	5TH	
JUAREZ, ARACELI	1	KAM	
YOUNG, KARI	1	KAM	
REYNOLDS, KATHERINE	1	KPM	
BORBON, LANDON	0.5	PE	
GOMEZ, MAURICIO	1	PSYCHOLOGIST	
GULA, KARRI	1	RSP	
CISNEROS, LETICIA	1	RSP	
DAMEN, LILIANA	1	SCHOOL COUNSELOR INTERN FACILI	
LANGE, TRINA	1	SDC	
VASQUEZ, MICHAEL	1	SDC	
WAIDNER, STEPHANIE	0.6	SLP	
JONES, STEPHANIE	1	SLP	
LEE, LETICIA	1	TRANSITIONAL KINDER	
	FTE	Employee Count	
ELEMENTARY TEACHER	27	•	27
ELEMENTARY TEACHER JOB SHARE	1.6108		2
ELEMENTARY TEACHER-RSP	2		2
ASSISTANT PRINCIPAL ELEMENTARY	1.5		2
PRINCIPAL ELEMENTARY	1		1
			-

PSYCHOLOGIST	1	1
SCHOOL COUNSELOR INTERN FACILI	1	1
ELEMENTARY TEACHER-PE	0.5	1
ELEMENTARY TEACHER - JOB SHARE	0.4162	1
SDC	2	2
SLP	1.6	2
Totals	39.627	42

Cı	ımmit Inte	ermediate
LEDESMA, KRISTIN		
COBB, JAMES	1	PRINCIPAL INTERMEDIATE
LUDOVICO, JEFFREY	1	ASSISTANT PRINCIPAL INTERMEDIA
TEACHERS	1	ASSISTANT PRINCIPAL INTERMEDIA Grade Level
VANDEN BOSSCHE, KIM	1	6ALL
FONTANA, SAMANTHA	1	6LASS
COOK, LAURIE	1	6LASS
KVALHEIM, MELISSA	1	6LASS
CHRISTIAN, JULIE	1	6LASS
HARISAY, TRACI	1	6LASS
GRIFFITH, ASHLEY	1	6LASS
MAIN, JENNA	1	6MASC
MACKINLAY, ERICKA	1	6MASC
AGUIAR, JENNIFER	1	6MASC
CARNEY, MICHELLE	1	6MASC
MEDINA, ELIZABETH	1	6MASC
HOLDEN, JESSICA	1	6MASC
KAMIYAMA, SANDRA	1	7ALL
SONZENA, BETH	1	7LASS
PORTER, HEATHER	1	7LASS
PARKS, GINA	1	7LASS
ALICKOVIC, SIERRA	1	7LASS
METOYER, DESIREE	1	7LASS
GRIFFIN, MARK	1	7MASC
STROGEN, JEFF	1	7MASC
WILLIAMS, JANEEN	1	7MASC
TORRES, JESSICA	1	7MASC
ROZURU, DAISY	1	7MASC
HEIKES, CYNTHIA	1	8LASS
REYES, DANIELLE	1	8LASS
MCCALL, CARLA	1	8LASS
_ARA, JESSICA	1	8LASS
AUSTIN, TAMMI	1	8LASS
GRIFFIN, DAI	1	8LASS
ROSAS JR, ENRIQUE	1	8MASC
SAPIENZA, DAWNEEN	1	8MASC
ALO, TRACIE		8MASC
BROOKS, WARD		8MASC
BELLUOMINI, ERIN		8MASC
ESPINOZA, CHRISTINA		8MASC
PESKE, JONATHAN		BAND
WILDE, YVETTE	1	PE
COBIAN, TEODOSIO	1	PE
COOPER, BENJAMIN	1	PE
ASHTON, MICHAEL	1	PE
ALVIZO, EVA	1	PSYCHOLOGIST
EYES, KELLEY		SAI
IEDLECKA, KATARZYNA		SAI
VILSON, HEATHER		SAI

DOMINGUEZ, LILLIAN	1	SAI	1
HERROCK, BRADLEY	1	SCHOOL COUNSELOR	
WEITZEL, KATHERINE	1	SDC	
FREEMAN, MEGAN	1	SDC	
BOOKER, ROCHELLE	1	SDC	
PENA, DARLENE	1	SLP	
	FTE	Employee Count	
INTERMEDIATE TEACHER	36		36
INTERMEDIATE TEACHER-PE	4		4
ASSISTANT PRINCIPAL INTERMEDIA	2		2
PRINCIPAL INTERMEDIATE	1		1
PSYCHOLOGIST	1		1
SCHOOL COUNSELOR	1		1
SAI	4		4
SDC	3		3
SLP	1		1
BAND	1		1
Totals	54		54

	Terra Vista Elementary			
POLLOCK, KIMBERLY	1	PRINCIPAL ELEMENTARY		
PETERSON, JAMIE	1	ASSISTANT PRINCIPAL ELEMENTARY		
TEACHERS	FTE	Grade Level		
MCALLISTER, LAUREL	1	1ST		
ALLEN, MICHELLE	1	1ST		
GOOCH, MARGARET	1	1ST		
RAU, DANIELLE	1	1ST		
ENGLEHARDT, JANE	1	1ST		
FALLON, APRIL	1	1ST		
AHRES, JENNIFER	1	2ND		
/ASQUEZ, DEBORAH	1	2ND		
MORETTI, JAMIE	1	2ND		
NAVARRO, NATALY	1	2ND		
SCANUELAS, MELISSA	1	2ND		
MORRIS, ARIEL(JS w/ KRONER, CHRISTY)	0.5135			
KRONER, CHRISTY(JS w/ MORRIS, ARIEL)	0.5135			
REYES, NATALIE	1	2ND		
OUNG, EMILEE	1	3RD		
HERNANDEZ, YAJAIRA	1	3RD		
MILLER, ALLISA	1	3RD		
EAVINS, DANIELLE	1	3RD		
INKHAM, MOLLY	1	3RD		
ERRAZAS, KRISTIN	1	3RD		
CORONA, JESSICA	1	3RD		
RVIN-BONNEVILLE, CARI	1	4TH		
ARGAS, CHRISTI	1	4TH		
GOSSETT, DWANDA	1	4TH		
AVILL, JOYCE	1	4TH		
ELLAR, JILLIAN	1	4TH		
IEATH, RICHARD	1	4TH		
ETHENCOURT, ERIKA	1	5TH		
ASCALERA, KRISTINA	1	5TH		
ORVATH, MOLLIE	1	5TH		
URKE, MEAGHAN	1	5TH		
1EATH, AMY	1	5TH		
AVIS, GINA	1	KAM		
AAVEDRA, TIFFANY	1	KAM		
LACKWELL, JADA	1	KAM		
OLINA, KATIE	1	KPM		
CHMITT, LINZEE	1	KPM		
ERRERA, RAYMOND	0.5	PE		
UGUSTINE, BLAIR	1	PSYCHOLOGIST		
EYNOLDS, MARCIA	1	RSP		
EMUS, VICTORIA	1	RSP		
ENDON, MIROSLAWA	1	SLP		
RESTON, SYDNEY	0.5	SLP		
AMIREZ, RICHARD	1	TRANSITIONAL KINDER		
RANKE, JULIENNE	1	TRANSITIONAL KINDER		

	FTE Employee Coun	t
ELEMENTARY TEACHER	37	37
ELEMENTARY TEACHER JOB SHARE	1.027	2
ELEMENTARY TEACHER-RSP	2	2
PRINCIPAL ELEMENTARY	1	1
PSYCHOLOGIST	1	1
ELEMENTARY TEACHER-PE	0.5	1
ASSISTANT PRINCIPAL ELEMENTARY	1	1
SLP	1.5	2
Totals	45.027	47

West Heritage Elementary			
JENKINS, JOANNE	1	PRINCIPAL ELEMENTARY	
ESPARZA GONZALES, SYLVIA TEACHERS	1 FTE	ASSISTANT PRINCIPAL ELEMENTARY	
TAYLOR, RENEE	1	1ST	
NAVARRO, VERONICA	1	1ST	
ASHCRAFT, SUSAN	1	1ST	
AGERS, KRISTIN	1	1ST	
GROSS, PATRICIA	1	1ST	
KEEGAN, SAVANNAH	1	2ND	
MEATH, TRICIA	1	2ND	
CLOW, BRITTANY	1	2ND	
KENNEY-MARTINEZ, THERESA	1	2ND	
BLANCHARD, CHRISTINA	1	3RD	
DIETRICH, CAROLINE	1	3RD	
BUSTAMANTE, HEIDI	1	3RD	
JARECKI, AMBER	1	3RD	
CATALDO, KIMBERLY	1	4TH	
MC ARDLE, KELLY	0.6108		
HERBER, CHRISTINA	0.4162		
PRESTAGE-LAYMAN, JEANETTE	1	4TH	
CONNOR, EMILY	1	4TH	
MOZ, KRISTIN	1	5TH	
PATTERSON, BARBARA	1	5TH	
STEWART, PORTIA	1	5TH	
HUESO, JONATHAN	1	5TH	
GUSKI, ANGELENA	1	KAM	
SCHUSTER, SHERRY	1	KAM	
WOODS, CYNTHIA	1	KPM	
HOBBS, CATRINA	1	KPM	
BARNETT, JAMES	0.5	PE	
RIDDALL, JANET	0.8	PSYCHOLOGIST	
SMITH, CYNTHIA	1	RSP	
ESPINOZA, KRISTIN	0.5	RSP	
SEPE, JENNETTE	1	SDC	
GRACE, MIKA	1	SDC	
BARRY, CATHLEEN	1	SLP	
WAIDNER, STEPHANIE	0.4	SLP	
TREVARTHEN, CYNTHIA	1	TRANSITIONAL KINDER	
	FTE	Employee Count	
ELEMENTARY TEACHER	23	23	
ELEMENTARY TEACHER JOB SHARE	3.027	4	
ELEMENTARY TEACHER-RSP	1.5	2	
PRINCIPAL ELEMENTARY	1	1	
PSYCHOLOGIST	0.8	1	
ELEMENTARY TEACHER-PE	0.5	1	

ASSISTANT PRINCIPAL ELEMENTARY	1	1
SDC	2	2
SLP	1.4	2
Totals	34.227	37

Windrows Elementary					
LAUTENSLAGER, JOSHUA	1	PRINCIPAL ELEMENTARY			
BRADY, AMANDA	1	TEACHING VICE PRINCIPA	L		
TEACHERS	FTE	Grade Level	Thinks.		
STAFFORD, CASI	1	1ST			
ZAMORA, SANDRA	1	1ST			
SCUTELLA, STACY	1	1ST			
PEREZ-CURTRIGHT, KATHRYN	1	1ST			
HUBERT, RICHARD	1	2ND			
PRATA, DEBORAH	1	2ND			
BARBER, RITA	1	2ND			
SHRIVER, AMANDA	1	2ND			
CHEIFER, HEIDI(JS w/ HYDE, KAREN)	0.5135	3RD			
HYDE, KAREN(JS w/ CHEIFER, HEIDI)	0.5135	3RD			
CONFER, MICHAEL	1	3RD			
GARNER, ALISON	1	3RD			
VALASEK, PEGGY	1	3RD			
MASSEY HAEFNER, MICHELE	1	4TH			
IZAGUIRRE, CASSIE	1	4TH			
RISTIC, CARINA	1	4TH			
BATTISTA, JENNIFER	1	5TH			
JUDD, ELIZABETH	1	5TH			
BECKER, BIANCA	1	5TH			
SINGELAKIS, NICHOLE	1	KAM			
HERNANDEZ, KELLI	1	KAM			
LEFLER, LISA	1	KPM			
BOLTON, ERIC	0.5	PE			
SAINT THOMAS, SHANNON	1	PSYCHOLOGIST			
RATLIFF, JACQUELYN	1	RSP			
PEREZ HERNANDEZ, KIMBERLY	1	SDC			
CEBALLOS, LUCIA	1	SDC			
MARTINEZ, PAULINE	1	SDC			
GEPPERT, STEPHANIE	1	SDC			
DEFALKENBERG, TERA	1	SLP			
HUBERT, CAMIRYN		SLP			
SOMMERS, LISA	1	TRANSITIONAL KINDER			
ELEMENTARY TEACHER	FTE	Employee Count			
	20		20		
ELEMENTARY TEACHER JOB SHARE ELEMENTARY TEACHER-PE	2.027		3		
ELEMENTARY TEACHER-RSP	0.5		1		
PRINCIPAL ELEMENTARY	1		1		
PSYCHOLOGIST PSYCHOLOGIST	1		1		
TEACHING VICE PRINCIPAL	1		1		
SDC	1		1		
SLP	4		4		
Totals	1.5		2		
TOTALS	32.027		34		

List of Others

District Education Center					
JUDSON, SHAWN	SUPERINTENDENT	1			
FREER, ELIZABETH	ADMINISTRATOR OF SPECIAL EDUCA	1			
BEITLER, KELLIE	ASSISTANT PRINCIPAL INTERMEDIA	1			
ROWLAND, LAURA	ASSISTANT SUPT. PERSONNEL	1			
JACKS, MICHELE	CHILD CARE PROGRAM COORDINATOR	1			
GALVAN PERRY, MARIA	CLINICAL COUNSELOR	1			
DIAZ, CRYSTAL	CLINICAL COUNSELOR	1			
LAGUNA, PAULINA	CLINICAL COUNSELOR	1			
MONTANA, DEBORAH	CLINICAL COUNSELOR	1			
BROWN, LAURA	CLINICAL COUNSELOR	1			
EMBRY, TREVOR	CLINICAL COUNSELOR	1			
DENIZ, KATHERINE	COORDINATOR OF SPECIAL EDUCATI	1			
STEPHENS, CARLA	COORDINATOR OF SPECIAL EDUCATI	1			
JENSEN, NATALIE	COORDINATOR OF SPECIAL EDUCATI	0.6			
SPRAGUE, CHARLAYNE	DEPUTY SUPERINTENDENT	1			
TAVOLAZZI, JEANNIE	DIRECTOR OF INSTRUCTION	1			
WALTON, DAMITA	DIRECTOR OF PERSONNEL AND PUPI	1			
BAILEY, DANA	DISTRICT NURSE	1			
CALHOUN, MARY ANNE	DISTRICT NURSE	1			
MCKINNON, ASHLEE	DISTRICT NURSE	1			
KATRIB, RANA	DISTRICT NURSE	0.8			
WISEMAN, TANYA	DISTRICT NURSE	1			
CEDRE, SUSANA	DISTRICT NURSE	1			
JONES, MELISSA	DISTRICT TEACHER LIBRARIAN	0.6			
PIERCE, REBECCA	HEALTH SERVICES COORDINATOR	1			
SOTRO, CARRIE	INSTRUCTION DEPT EDUCATION COO	1			
KELLEY, NICHOLE	INSTRUCTION DEPT EDUCATION COO	1			
ORTIZ, DAVID	INSTRUCTION DEPT EDUCATION COO	1			
LYON, ALICIA	INSTRUCTION DEPT EDUCATION COO	1			
CLAFLIN, AMBER	LIBRARY SERVICES PROGRAM SPECI	1			
INCIONG, JILL	PROFESSIONAL DEVELOPMENT PROVI	1			
MARLISA, SONJA	PROFESSIONAL DEVELOPMENT PROVI	1			
SUMPTER, JULEAH	PROFESSIONAL DEVELOPMENT PROVI	1			
REYES-GUIEB, DENISE	PROFESSIONAL DEVELOPMENT PROVI	1			
ALLAWAY, PAMELA	PROFESSIONAL DEVELOPMENT PROVI	1			
APODACA, MONICA	PROFESSIONAL DEVELOPMENT PROVI	1			
TROVER-PESETSKI, BROOKLIN	PROFESSIONAL DEVELOPMENT PROVI	1			
BRABY, CYNTHIA	PROFESSIONAL DEVELOPMENT PROVI	1			
STANLEY, CARI	PROGRAM SPECIALIST - SE	1			
SUN, ELAINE	PSYCHOLOGIST	1			
KUSKE, DENISE	TEACHER ON ASSIGNMENT	1			



Board of Trustees

Brynna Cadman Robert Garcia Dayna Karsch David W. Long Mondi M. Taylor

Equipment Disposal Form

To: Purchasing	Date: 09/02/21
Please put on the Board agenda for	approval by the Board of Trustees.
Submitted by: Alexandra Barajas	
School / Department: Solorio Eler	nentary - Lab

The items listed below are to be taken out of inventory.

Quantity	Equipment Type	Model Number	Serial Number	District I.D. #	Approximate Value
1	Optiplex	360	F49B0L1	10144	
1	Optiplex	755	H2J51F1	8521	
1	Optiplex	GX620	1PM3G81	9454	
1	Optiplex	7040	3WJWC82	10460	
1	Optiplex	360	359B0L1	10162	
1	Optiplex	390	9P5DVR1	11440	
1	Optiplex	755	4TQZ1F1	8524	
1	Optiplex	GX620	8KG0TB1	9456	
1	Optiplex	GX620	7LG0TB1	9455	
1	Optiplex	755	3TQ21F1	8540	
1	HP Officejet	8000	CNOA13Q4N2		
1	HP Laserjet	P3005n	CNO1R41214	8305	
1	HP Deskjet	2540			

Board Ap	proval D	ate:	
	•		



Board of Trustees

Brynna Cadman Robert Garcia Dayna Karsch David W. Long Mondi M. Taylor

Equipment Disposal Form

To: Purchasing	Date: 09/02/21	
Please put on the Board agenda for a	approval by the Board of Trustees.	
Submitted by: Alexandra Barajas		
School / Department: Solorio Elem	nentary - Lab	

The items listed below are to be taken out of inventory.

Quantity	Equipment Type	Model Number	Serial Number	District I.D. #	Approximate Value
1	Laserjet Pro	M402n		PR-SOL-M402-1	value
1	Sharp AR	168D		6804	
1	HP Color Laserjet	2605dn		HP 2605 C Pod	
1	Hp Deskjet	6122			
1	HP Deskjet	5650			
1	HP Laserjet Pro MFP	M476nw		PR-SOL-M476-9	
1	Optiplex	360	849BOL1	10156	
1	Optiplex	380	2XT7PL1	10306	
1	Optiplex	360	2G9BOL1	10149	h p
			100 C	Section 1	

Board A	Approval	Date:		
Board A	Approval	Date:		



Board of Trustees

Brynna Cadman Robert Garcia Dayna Karsch David W. Long Mondi M. Taylor

Equipment Disposal Form

To: Purchasing	Date: 09/02/21
Please put on the Board agenda for ap	oproval by the Board of Trustees.
Submitted by: Alexandra Barajas	
School / Department: Solorio Eleme	entry - Lab

The items listed below are to be taken out of inventory.

Quantity	Equipment Type	Model Number	Serial Number	District I.D. #	Approximate Value
28	Monitors				
1	Deskjet	925C			
2	Multi Media Monitors	M50		100	
1	HP Deskjet	5650			
1	Optiplex	380	2XT8PL1	10305	
1	Optiplex	755	C1J51F1	8518	
1	Optiplex	GX620	9LG0TB1	9457	
1	Optiplex	745	3C2ZPC1	7921	
1	Optiplex	380	2XV7PL1	10307	
1	Optiplex	GX620	GJQ8X91		
1	Optiplex	GX620	3WZ5151	4375	
1	Optiplex	GX620	25L5X91	7310	
1	Packbell Monitor				



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

Equipment Disposal Form

To: Purch	hasing	Date:	9/9/21		
Please put on the Board agenda for approval by the Board of Trustees.					
Submitted	l by: Kristin Ledesma				
School / I	Department: Summit Interme	diate			
The items	listed below are to be taken o	ut of inventory.			
Quantity	Equipment Type	Model Number	Serial Number	District I.D. #	Approximate Value
1	Maytag Washing Machine	LAC3600AWW	11802277EP	N/A	

Board Ap	proval Date:				



Brynna Cadman Robert Garcia Dayna Karsch David W. Long

Mondi M. Taylor

Board of Trustees

To: Shawn Judson

From: Douglas M. Claflin

RE: Report of Fingerprint Certification

Date: September 8, 2021

Please place the following Report of Fingerprint Certification on the Board Agenda for ratification during the meeting of Sept. 23, 2021:

- 1. Advanced Specialty Care, LLC.
- 2. Aveanna Healthcare
- 3. Clay Counseling Foundation

FINGERPRINT REQUIREMENTS

Name of Agency: ADVANCE SPECIALTY CARE, LL C	
Address: 3470 WILSHIRE BUVD, #600 City: Las ANGELES	Zip: 90010

Attention:

Members of the Governing Board

Etiwanda School District 6061 East Avenue Etiwanda, CA 91739

Re: Certification Requirements Pursuant to Education Code Section 45125.1

Pursuant to your request, my company has completed the requirements of Education Code Section 45125.1, and do hereby make the following written certifications to the Governing Board of the Etiwanda School District:

- 1. None of our employees who may come in contact with pupils of the district have been convicted of a felony, as defined in Education Code Section 45122.1.
- 2. Attached hereto as "Exhibit A", is a list of employees (names) of the undersigned who may come into contact with pupils.
- 3. Each employee listed on Exhibit A has been cleared by the Department of Justice (DOJ) pursuant to a fingerprint check conducted in accordance with Education Code Section 45125.1.

AGENCY CERTIFICATION:

PRINTED NAME (Authorized Representative)

SIGNATURE OF AGENCY (Authorized Representative)

1/29/2021

DATE

EXHIBIT A

LIST OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS
COURTNEY CANNADY, LYN

FINGERPRINT REQUIREMENTS

Address: 1650 E Hospitality In #100 city: Sanbernardino zip: 924

Name of Agency: <u>Aleanna Healthcare</u>

Attention:	Members of the Governing Board Etiwanda School District 6061 East Avenue Etiwanda, CA 91739			
Pursuant to	Re: Certification Requirements Pursuant to California Education Code Section 45125.1 o your request, my company has completed the requirements of California Education			
Code Secti	ion 45125.1, and do hereby make the following written certifications to the Governing to Etiwanda School District:			
None of of a felor	our employees who may come in contact with pupils of the district have been convicted ny, as defined in California Education Code Section 45122.1.			
2. Attached hereto as "Exhibit A", is a list of employees (names) of the undersigned who may come into contact with pupils.				
 Each employee listed on Exhibit A has been cleared by the Department of Justice (DOJ) pursuant to a fingerprint check conducted in accordance with California Education Code Section 45125.1. 				
AGENCY C	ERTIFICATION:			
PRI	Taci Jaloole 2 NTED NAME (Authorized Representative)			
ر 	han Valady NATURE OF AGENCY (Authorized Representative)			

EXHIBIT A

LIST OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS

Miralee Clavecillas

Suzan Ebe

Liza Sandoval

Adeline Zapata

Elizabeth Matthews

FINGERPRINT REQUIREMENTS

Name of Cor	isultani/Lecture/Presenter/Contractor.
Clay Cou	nseling Foundation
Address: 184	5 South Business Center Drive Ste #106City: San Bernardino Zip 92408
Attention:	Members of the Governing Board Etiwanda School District 6061 East Avenue Etiwanda, CA 91739
Re:	Certification Requirements Pursuant to Education Code Section 45125.1
Education (your request, my company has completed the requirements of Code Section 45125.1, and do hereby make the following written s to the Governing Board of the Etiwanda School District:
	or employees who may come in contact with pupils of the district have been of a felony, as defined in Education Code Section 45122.1.
	hereto as "Exhibit A", is a list of employees (names) of the undersigned who e into contact with pupils.
	ployee listed on Exhibit A has been cleared by the Department of Justice suant to a fingerprint check conducted in accordance with Education Code 5125.1.
CONTRACTO	OR: Clay Counseling Foundation
Printed Name	e Dr. April Clay
L	
SIGNATURE OF	CONTRACTOR

EXHIBIT A

LIST OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS

Tawon Green - Program Director Davina Clay - Academic Coach Devin Clay - Academic Coach Jahi Cooper - Academic Coach Nylah Davis - Academic Coach Shawn Judson, Ed.D.
Superintendent
Charlayne Sprague
Deputy Superintendent
Douglas M. Claflin
Assistant Superintendent of Business Services
Laura Rowland
Assistant Superintendent of Personnel Services



Brynna Cadman Robert Garcia

Board of Trustees

Dayna Karsch David W. Long Mondi M. Taylor

MEMORANDUM

To: Shawn Judson, Ed.D., Superintendent

From: Charlayne Sprague, Deputy Superintendent

Amanda Copper, Fiscal Technician

Re: Donations

Subject: Board Meeting: Sept. 23, 2021

Donated by	Item(s)	Donated to	Approximate or Actual Value
Chaffey Federal Credit Union	Cash	Etiwanda School District Office and All 17 School Sites	\$450.00
American Fidelity	Cash	Etiwanda School District Office and All 17 School Sites	\$450.00



Submitted by

Renee Peccoralo

DONATION FORM Cash

Date 9/9/21

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.

School/Department	District Office		Da	ate Approved	
Donated to	All 17 school sites and	d District offi	ce		
Donated by	Chaffey Federal Cred	it Union	- avii		
Contact Name	Sandy Velasco	A. 1880	,		e e
Address	P.O. Box 700				
	Upland, CA. 91785		*		
Phone number	909-986-4552, Ext 22	5	Email sandy	v@chaffey.com	
No goods or service		ed for these	items. Pleas	e list donated ite	m(s) below.
DESCRIPTION FUNDS WILL	940000	CHECK#	AMOUNT	COMMENTS	OBJECT CODE TO DEPOST INTO
18 \$25 Gift Cards for Y	Welcome Back		\$450		
	44.4				
					-



Submitted by

Renee Peccoralo

School/Department District Office

DONATION FORM Cash

Date 9/9/21

Date Approved

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.

Donated to	All 17 school sites and District office				
Donated by	American Fidelity				
Contact Name	Karen Montalvo/ AFES, Southern California Branch Offie				
Address	36310 Inland Valley	y Drive, Suite 1	00		
	Wildomar, CA 9259	95			
Phone number	909-924-1070		Email Karen	n.Montalvo@ameri	canfidelity.com
No goods or servic	es have been provi	ded for these	items. Pleas	se list donated ite	m(s) below.
	ON OF HOW LL BE USED	CHECK#	AMOUNT	COMMENTS	OBJECT CODE TO DEPOST INTO
18 \$25 Gift Cards for	Welcome Back		\$450		

Print Form

Etiwanda School District Agreement for Professional Services

Please	e check type of service: Contractor	
Origina	nating School or Department: Instruction Department Date: 09/02/2021	 3
	EREAS, CONTRACTOR represents that he or she is specially trained, experienced, and competent to provide be give the advice called for by this Agreement; and	the special services
	REAS, DISTRICT has determined that it has a need to enter into this Agreement with CONTRACTOR for dvice described herein.	the special services
	THEREFORE, The DISTRICT hereby engages CONTRACTOR, and CONTRACTOR agrees to perform as hereinafter set forth and it is mutually agreed by the parties hereto as follows:	rm the professional
1.	. THIS AGREEMENT is made and entered into this Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DIST	by and between the 'RICT"), and
	S & S Worldwide (Parent Company of PE Central), (hereafter "CONTRACTOR") located at	
	Address: 75 Mill Street City: Colchester, CT Zip: 06	415
	Social Security Number or Taxpayer I.D. No. (for 1099):	
2.	. <u>TERM:</u> The term of this agreement shall be for the period commencing on	date) through
	(date) inclusive; or, services shall be provided on	n the following
	dates September 13, 2021	
3.		
	Virtual PE Workshop/Training for all Middle School PE Staff. 1 -3 hour session on September 13 (8:30-11:30 AM) (Training is done by PE Central)	, 2021
4.	. <u>COMPENSATION:</u> The DISTRICT agrees to pay CONTRACTOR the amount of \$1,750.00 for all services rendered pursuant to this Agreement. Payments will be made within 30 days, dependent on a upon receipt and verification of CONTRACTOR's invoice for services delivered. The CONTRACTOR's equipment, vehicle, materials, supplies, food, travel, lodging, incidentals and tools, etc. which may be requipment performance of this Agreement. The CONTRACTOR is responsible for any retirement fees and State associated with this agreement. Each party shall cooperate with the other party. FINGERPRINT OBLIGATIONS OF CONSULTANT:	County audit status, nall provide its own uired for the proper
<i>J</i> .	If the box to the left is checked, CONTRACTOR shall comply with the requirements of Education Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT complete and include the attached Fingerprint Requirement Form and Exhibit A (List of Employees V Contact with Pupils). If at any time during the term of this Agreement CONTRACTOR is either notified of Justice or otherwise becomes aware that any employee of CONTRACTOR performing services under been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Corespectively, CONTRACTOR agrees to immediately notify the DISTRICT and remove said employe services on this Agreement.	"S pupils and shall Who May Come in by the Department this Agreement has ode section 1192.7,
IN WIT	ITNESS WHEREOF, the DISTRICT and CONTRACTOR have executed this Agreement effective as of the and becoming valid upon approval of the Etiwanda School DISTRICT.	e date written first
CONTR	FRACTOR: 9/2/2021 Signature of CONTRACTOR Date	
ETIWA	ANDA SCHOOL DISTRICT: Signature of Superintendent/Designee Date	2021
ESD Agre	reement for Professional Services 06.23.21 Page 1 of 5	

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. <u>ANTI DISCRIMINATION</u>: 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.
- 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. <u>HOLD HARMLESS CLAUSE</u>: 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. <u>PAYMENT:</u> 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.
- 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.
- 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 alternation exceed 10% of agreement.
- 10. <u>NOTIFICATION:</u> 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. <u>USE OF MATERIALS:</u> 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. <u>HAZARDOUS WASTES AND UNKNOWN PHYSICAL CONDITIONS: The</u> 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. <u>AUDITS:</u> 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. <u>SAFETY AND SECURITY:</u> 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. <u>DOCUMENT CONFLICT:</u> 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. <u>LABOR CODE:</u> 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. <u>PROTECTION OF WORK & PROPERTY:</u> 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. <u>ACCESS TO WORK</u>: 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. <u>FORCE MAJEURE CLAUSE</u>: 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. <u>PERMITS AND LICENSES</u>: 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. <u>CLEAN UP:</u> 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. <u>REBATES</u>: 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. <u>LIQUIDATED DAMAGES</u>: 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. <u>TERMINATION</u>: 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. <u>DISPUTES</u>: 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. <u>DEBARMENT AND SUSPENSION</u>: 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 debarred, suspended, proposed for debarrent, declared ineligible or voluntarily excluded form participation in this transaction by any federal department or agency.
- 30. <u>ATTORNEY'S FEES:</u> 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. <u>DEFAULT BY CONTRACTOR</u>: 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 cl	neck type of service: Presenter				
Originat	Originating School or Department: East Heritage Elementary Date: 07/16/2021				
	AS, CONTRACTOR represents that he or she is specially trained, experienced, and competent to provide the special services ve the advice called for by this Agreement; and				
	AS, DISTRICT has determined that it has a need to enter into this Agreement with CONTRACTOR for the special services ce described herein.				
NOW T services	HEREFORE. The DISTRICT hereby engages CONTRACTOR, and CONTRACTOR agrees to perform the professional as hereinafter set forth and it is mutually agreed by the parties hereto as follows:				
1.	TIIIS AGREEMENT is made and entered into this 07/16/2021 (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and				
	S.B County Superintendent of Schools, (hereafter "CONTRACTOR") located at				
	Address: City: Zip:				
	Social Security Number or Taxpayer I.D. No. (for 1099):				
2.	<u>TERM:</u> The term of this agreement shall be for the period commencing on $\frac{08/27/2021}{(date)}$				
	04/01/2022 (date) inclusive; or, services shall be provided on the following				
3.	dates SCOPE: The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description); see attached contract with services being provided				
	COMPENSATION: The DISTRICT agrees to pay CONTRACTOR the amount of \$15,000.00 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. 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.				
above a	NESS WHEREOF, the DISTRICT and CONTRACTOR have executed this Agreement effective as of the date written first and becoming valid upon approval of the Etiwanda School DISTRICT. Amber L. Arias, Manager, Procurement Services Procurement and Warchouse Services Procurement and Warchouse Services Signature of CONTRACTOR Date				
ETIWA	NDA SCHOOL DISTRICT: 2/1/2011 Signature of Superintendent/Designee Date				
ESD Agre	rement for Professional Services 06.23.21 Page 1 of 5				

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.

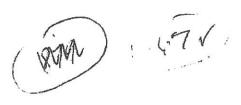
2. WORKMEN AND SUB CONTRACTOR:

- (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. <u>HOLD HARMLESS CLAUSE</u>: 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 unpatched 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 whatsouver 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.
- 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.
- 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 alternation 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. <u>USE OF MATERIALS:</u> 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. <u>ITAZARDOUS WASTES AND UNKNOWN PHYSICAL CONDITIONS: The</u> 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. <u>SAFETY AND SECURITY:</u> 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.
- 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. <u>LABOR CODE:</u> 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.
- 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. <u>PERMITS AND LICENSES:</u> 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. <u>CLEAN UP:</u> 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. <u>REBATES</u>: 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. <u>LIQUIDATED DAMAGES:</u> 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. <u>DISPUTES</u>: 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. <u>DEBARMENT AND SUSPENSION:</u> 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 debarred, suspended, proposed for debarrent, declared ineligible or voluntarily excluded form participation in this transaction by any federal department or agency.
- 30. <u>ATTORNEY'S FEES:</u> 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. <u>DEFAULT BY CONTRACTOR</u>: Failure to comply with any of the terms and or conditions of this agreement shall constitute default by the contractor.





District:

Etiwanda School District

Kristen_Ashton@etiwanda.org

Patty_Patterson@etiwanda.org

Schools:

East Heritage Elementary

Contact:

Kristen Ashton

SBCSS:

Catherine Vittorio

Catherine.Vittorio@sbcss.net

Assistant:

Patty Patterson

Assistant/OS:

Sharon Romero

Sharon.Romero@sbcss.net

Contact #:

909-823-5696

Contact #

909-386-2623

Dates of Service / Support 2021-2022 School Year

Professional Learning Communities - Supporting Equitable and Engaging Pedagogy/Teaching - Five Components of Equitable and Engaging Teaching

PLCs will meet bimonthly to deepen their knowledge and understanding of the Five Components of Equitable and Engaging Teachings:

- 1. Plan Teaching Around Big Ideas
- 2. Use Open, Engaging Tasks
- 3. Teach Towards Social Justice
- 4. Invite Student Questions and Conjectures
- 5. Center Reasoning and Justification

Three grade level groups will meet monthly in a Think Tank. Using the PLC structure, teams will focus on the mathematics related to the Big Ideas and explore the content connections, and math success for all students.

Instructional Round:

Total Contract: \$15,000.00

Two cycles of Instructional Rounds/ Coaching Rounds will be conducted per grade level spans (TK-2) and

(3-5). The emphasis will be centered on (TBD)

Think Tank Dates: Friday, August 27, 2021	Instructional Rounds/Coaching - Dates to Be Determined
Friday, September 24, 2021	2 rounds – 1 day each (K-2) 2 rounds – 1 day each (3-5)
Friday, October 22, 2021	
Friday, December 3, 2021	Dates:
Friday, January 14, 2022	Total - 4 Coaching Days @\$750.00 - \$3000.00
Friday, February 11, 2022	
Friday, March 4, 2022	
Friday, April 1, 2022	
8 Days @ \$1500.00 = \$12,000.00	
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Etiwanda School District Agreement for Professional Services

Please cl	heck type of service: Cont	ractor				
Originat	ing School or Department:	Instruction Department	Date:	9/23/21		
	EAS, CONTRACTOR repre	sents that he or she is specially trained this Agreement; and	l, experience	d, and competent to p	rovide the special serv	rices
	EAS, DISTRICT has determ ce described herein.	ined that it has a need to enter into the	is Agreemer	t with CONTRACTO	OR for the special serv	/ices
NOW T services	THEREFORE, The DISTRI as hereinafter set forth and	CT hereby engages CONTRACTOR it is mutually agreed by the parties her	, and CONT eto as follow	TRACTOR agrees to s:	perform the professi	ona
1.	THIS AGREEMENT is ma Etiwanda School DISTRIC	de and entered into this	l anda, Califor	nia, 91739, (hereafter	(date) by and between "DISTRICT"), and	1 the
	Clay Counseling Four					
	Address: 1845 Busines	s Center Dr South Ste City: Sar	Bernardin	Zip:	92408	
		Taxpayer I.D. No. (for 1099): 83-08				
2.		greement shall be for the period comm		23/2021	(date) through	
	05/26/2022	(date) i	nclusive; or,	services shall be prov	ided on the following	
3.	2 programs to be paid in Max 10 one-hour session	for this agreement is as follows (detailed so 2 installments - \$20,000 for 9/23/2 ins/student up to 20 students 9/23/2 its from 2/1/22 to 5/26/22.	21-12/31/21	and \$20,000 for 2/1	/22 to 5/26/22.	<u> </u>
 4. 5. 	COMPENSATION: The It all services rendered pursu upon receipt and verificative equipment, vehicle, materiperformance of this Agree associated with this agreent FINGERPRINT OBLIGAT If the box to the lessection 45125.1 with respection under the Contact with Pupils). If an of Justice or otherwise become arrested or convicted	DISTRICT agrees to pay CONTRACT ant to this Agreement. Payments will on of CONTRACTOR's invoice for seals, supplies, food, travel, lodging, incement. The CONTRACTOR is responent. Each party shall cooperate with a CONTRACTOR shall coeff is checked, CONTRACTOR shall coeff to fingerprinting of employees what attached Fingerprint Requirement For any time during the term of this Agreement aware that any employee of CO of a violent or serious felony listed in TOR agrees to immediately notify the	the made windervices deliversidentals and onsible for a che other particle of the other	thin 30 days, depended red. The CONTRAC tools, etc. which may ny retirement fees and the requirements of Education and the contact with the DIS libit A (List of Employ TRACTOR is either and performing services as section 667.5(c) or F	ent on County audit st TOR shall provide its be required for the pr d State and Federal t ducation Code TRICT'S pupils and byees Who May Com notified by the Depart under this Agreemen Penal Code section 119	shal ne in men that
		STRICT and CONTRACTOR have eproval of the Etiwanda School DISTR		Agreement effective	as of the date written	firs
	RACTOR:	LOG-		09/07/2	2021	
ETIWA	NDA SCHOOL DISTRICT	Signature of CONTRACTO Signature of Superintendent	V	Date Q	18/201	

AGREEMENT TERMS & CONDITIONS

- 1. <u>STATUS OF CONTRACTOR</u>: 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.
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- 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 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.

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 - (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.
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- 13. <u>HAZARDOUS WASTES AND UNKNOWN PHYSICAL CONDITIONS: The</u> 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. <u>AUDITS:</u> 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. <u>SAFETY AND SECURITY:</u> 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. <u>DOCUMENT CONFLICT:</u> 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. <u>LABOR CODE:</u> 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. <u>PROTECTION OF WORK & PROPERTY:</u> 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. <u>ACCESS TO WORK</u>: 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. <u>OCCUPANCY:</u> 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. <u>FORCE MAJEURE CLAUSE</u>: 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. <u>PERMITS AND LICENSES:</u> 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. <u>CLEAN UP:</u> 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. <u>REBATES:</u> 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. <u>LIQUIDATED DAMAGES</u>: 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. <u>TERMINATION</u>: 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. <u>DISPUTES</u>: 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. <u>DEBARMENT AND SUSPENSION:</u> 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 debarred, suspended, proposed for debarred, declared ineligible or voluntarily excluded form participation in this transaction by any federal department or agency.
- 30. <u>ATTORNEY'S FEES:</u> 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. <u>DEFAULT BY CONTRACTOR:</u> Failure to comply with any of the terms and or conditions of this agreement shall constitute default by the contractor.

Print Form

ESD Agreement for Professional Services 06.23.21

TAS # 4840

Etiwanda School District Agreement for Professional Services

Please check type of service: Contractor Originating School or Department: Business Department 09/09/2021 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 09/09/2021 (date) by and between the Etiwanda School DISTRICT, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "DISTRICT"), and Time and Alarm Systems , (hereafter "CONTRACTOR") located at Address: 3828 Wacker Dr. City: Mira Loma Social Security Number or Taxpayer I.D. No. (for 1099): 2. $\underline{\mathit{TERM:}}$ The term of this agreement shall be for the period commencing on 09/24/2021Completion (date) inclusive; or, services shall be provided on the following dates SCOPE: The scope of work for this agreement is as follows (detailed statement of work may be attached in lieu of description): TAS will provide all labor for installation, programming, commissioning and end user training of District provided equipment for Boardroom Audio Visual System, per attached quote dated 8/27/21 4. <u>COMPENSATION</u>: The DISTRICT agrees to pay CONTRACTOR the amount of \$ 16,500.00 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. 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: Time and Alarm Sustems ETIWANDA SCHOOL DISTRICT: ture of Superintendent/Designee

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. <u>ANTI DISCRIMINATION:</u> 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. <u>HOLD HARMLESS CLAUSE</u>: 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. <u>ASSIGNMENTS OF CONTRACT:</u> 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. <u>AGREEMENT CHANGES:</u> 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 alternation exceed 10% of agreement.
- 10. <u>NOTIFICATION</u>: 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. <u>USE OF MATERIALS:</u> 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. <u>HAZARDOUS WASTES AND UNKNOWN PHYSICAL CONDITIONS: The</u> 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.
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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. <u>FORCE MAJEURE CLAUSE</u>: 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. <u>PERMITS AND LICENSES:</u> 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. <u>CLEAN UP</u>: 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. <u>REBATES</u>: 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. <u>LIQUIDATED DAMAGES</u>: 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.

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- 28. <u>DISPUTES</u>: 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. <u>DEBARMENT AND SUSPENSION</u>: 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, proposed for debarred, suspended, proposed for debarred, proposed for de
- 30. <u>ATTORNEY'S FEES:</u> 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. <u>DEFAULT BY CONTRACTOR</u>: Failure to comply with any of the terms and or conditions of this agreement shall constitute default by the contractor.



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

QUOTATION/ WORK ORDER

ESTIMATED

TO: Etiwanda School District 6061 East Avenue Etiwanda, CA 91739 ATTN: Joe Ruddy

WE ARE PLEASED TO QUOTE AS FOLLOWS:

DATE: 27-Aug-21
PROJECT: Boardroom Audio Visual System

F.O.B. TERMS

JOBSITE CASH WITH ORDER XXX NET 30 DAYS FROM DATE OF INVOICE

Exclusions: All material and equipment provided by District. Electrical work including power or conduit pathways is excluded. Any other work not specifically listed above is excluded. Any other work not specifically listed above is excluded. ABOVE PRICES FIRM FOR: 30 DAYS. Corporate Approval: TOTAL \$16,500.	JOBSITE	C.O.D. OTHER SPECIFY		
TAS will provide all labor for installation, programming, commissioning and end user training of District provided equipment for Boardroom Audio Visual System. District Provided Equipment: Extron control and peripheral equipment Vaddio PTZ Cameras and mounts Assisted listening system Rack mounts, cable and connectors required for system installation. Labor Included: 7605 Comm Systems Installer DIR No. 100000832 exp 6/30/2022 Technician Labor for installation, programming, testing, and end user training. Exclusions: All material and equipment provided by District. Electrical work including power or conduit pathways is excluded. Any other work not specifically listed above is excluded. Any other work not specifically listed above is excluded. ABOVE PRICES FIRM FOR: Oppgrate Approval: TOTAL \$16,500.	UANTITY	DESCRIPTION	PRICE	AMOUNT
All material and equipment provided by District. Electrical work including power or conduit pathways is excluded. Any other work not specifically listed above is excluded. ABOVE PRICES FIRM FOR: 30 DAYS. Corporate Approval: TOTAL \$16,500.		DESCRIPTION Scope of Work: TAS will provide all labor for installation, programming, commissioning and end user training of District provided equipment for Boardroom Audio Visual System. District Provided Equipment: Extron control and peripheral equipment Vaddio PTZ Cameras and mounts Assisted listening system Rack mounts, cable and connectors required for system installation. Labor Included: 7605 Comm Systems Installer DIR No.1000000832 exp 6/30/2022 Technician Labor for installation, programming, testing, and end user training.	PRICE	AMOUNT \$16,500.00
Corporate Approval: TOTAL \$16,500.		All material and equipment provided by District. Electrical work including power or conduit pathways is excluded.		
PREPARED BY: SUBMITTAL REQUIRED: NO. OF COPIES VENDOR: JOB #:		Corporate Approval:	TOTAL JOB#:	\$16,500.0

AUTHORIZATION/SIGNATURE:	DATE:	P.O. #:	
	Authorization acknowledges terms and condition	s listed above and on page 2 of this quote.	

ML092321R-01

Contract/PO# ESD FPN 010-084

Phone (909) 899-2451

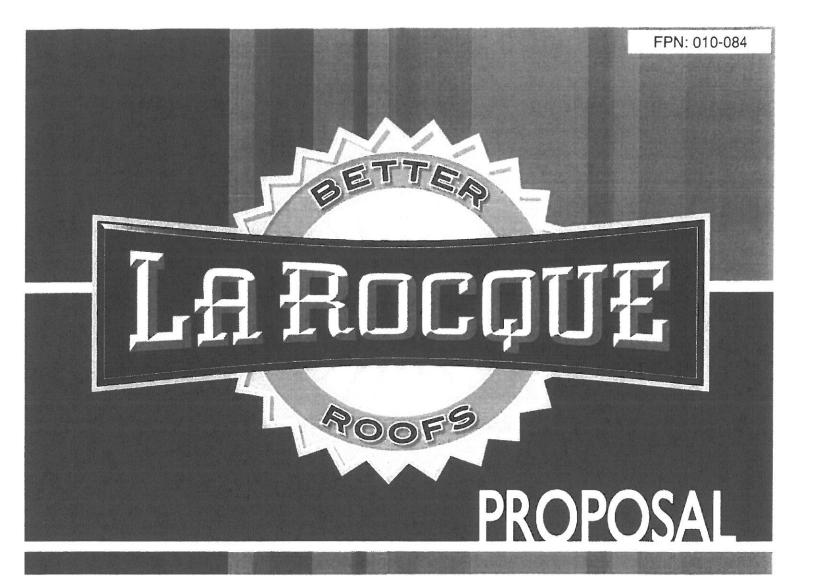
Etiwanda School District 6061 East Avenue Etiwanda, CA 91739

Fax (909) 803-3021

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

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

		of August 2021 . by and between Etiwanda School Be Better Roofs, Inc. hereinafter called the "Contractor."
WIT? 1. 2. 3. 4. 5. 6.	NESSETH, the parties do hereby contract and agree a The Contractor shall furnish to the District for \$3.4 Finish up open spaces to new mobile classrooms @ T The term of this contract shall begin August 24th Payment Schedule: payments to be processed upon and receipt of invoice. Inspection shall be performed by Mike Higgins The Contract includes the terms and conditions as p Contractor, by executing this Agreement, agrees to The Contractor shall guarantee all labor and materia 365 days from the date of acceptance by the E IN WITNESS THEREOF, the parties hereunto have Documents as indicated below:	the following services: V (Proposal for project #17172 dated 8-10-21) 20 21 and end completion of work 20 satisfactory completion, acceptance of work by District, orinted and set forth on the reverse side of this page, and the comply with such terms and conditions. als used in the performance of this contract for a period of District. E subscribed to this Agreement, including all Contract
8. 9.	These certificates must name the Distri Insured with the endorsement on form total Liquidated damages of \$	bmitted prior to payment) nitted prior to commencing work) million personal and \$1 million property damage ct and California Schools Risk Management as Additionally CG20(10/26)0704 and CG20370704. 3 pages total, or 20101185 2 pages
	Name (Print): Guy La Rocque Title: CEO/President Signature: Company Name and Address: La Rocque Better Roofs 9077 Arrow Route, Suite 100 Rancho Cucamonga, CA 91730 License: B-I/C-39 455773	Name (Print): Doug Claffin Title: Assistant Superintendent of Business Services Signature: 2 M C ETIWANDA SCHOOL DISTRICT



This Proposal/Contract is Prepared Exclusively for Etiwanda School District C/O Michael Higgins

6061 East Ave., Fontana, CA 91739

LA ROCQUE BETTER ROOFS, INC. is a respected construction firm specializing in framing, roofing, and insulation. We are a state licensed General and Roofing Contractor. We have been serving Southern California since 1981. To insure our standards will always be the best they can, we will thoroughly inspect your construction project.

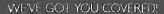
Let us add your name to our list of "more than satisfied" customers. At LA ROCQUE BETTER ROOFS, INC., we believe that if you deliver more than you promise, you'll always have customers knocking at your door. Accountability, Responsibility and Reliability – these are the keywords that have made our company a success.

Sincerely,

Guy La Rocque

CEO/President of La Rocque Better Roofs, Inc.

TABLE OF CONTENTS	Page
Cover Page	.#
Proposal/Contract(s)	# Sign & Return
Roof Diagram	
Additional Provisioning	# Sign & Return
Payment Options	# Sign & Return
Job Schedule	#





PROPOSAL/CONTRACT DATE PREPARED 8/10/21 RCD

TO: Etiwanda School District, Attn: Mike Higgins or Jeffrey Fraser

6061 East Ave Etiwanda, CA 91739 Project # 17172

Contact Number: (909) 899-2451 District

PROJECT: Terra Vista Elementary School Mobile Classroom Repairs

7497 Mountain View Drive South Rancho Cucamonga, CA 91730

PROPOSAL/CONTRACT-1

We propose to furnish labor and materials in strict accordance with the specifications as follows:

SCOPE OF WORK: Finish up open spaces to new mobile Classrooms

PITCHED SECTION: Red details on Roof Details Page. PREVAILING WAGE. (SEE PICTURE LINK BELOW ↓)

This is figured for install on Saturday and is for (1) day of work for 2 men.

- Clean off any loose materials left on roof. (screws, Edge or trim metal pieces)
- Block off with Bonderized 24 gauge metal all holes in siding at ground level at rear of "NEW" mobile Classrooms. (6 locations) 2
- Block off overhang/eve with24 ga Bonderized metal on front and rear (6) locations. (Metal detail 3) 3.
- Install custom 24 Gauge Bonderized metal (detail 1 & 2) at 3 locations between the 3 new mobile classrooms. Polyurethane calking to be applied in seams of adjoining metals.
- Secure off loose metal trims at front of classrooms with additional screws.
- All related debris to be cleaned up and hauled away.

\$3,475.00 INVESTMENT

PAYMENT TERMS: 100% upon completion

WORKMANSHIP WARRANTY: 2 YEARS (Refer to GUARANTEE AGREEMENT for details.)

Exclusions:

- 1. No painting of materials.
- We will try to block off gap behind installed gutters but we may not be able too because of how they are installed.
- Structural Engineering & Roof Reinforcement if required.
- Additional Replacement of damaged lumber will be at an additional charge. (Refer to DAMAGED LUMBER REPLACEMENT CLAUSE.)

Additional Options:

No Options at this time.

Link to pictures: https://app.companycam.com/timeline/5Fhj4QH3a9TfGmaj

- CONTRACT ACCEPTANCE -

By signing this, I have read above information.

SIGN, DATE & RETURN

DATE: AUG 2 4 7071

949-720-1500

760-325-8325

909-476-2699

www.larocquebetterroofs.com fax: 909-476-2469

License B-1/C-39 455773

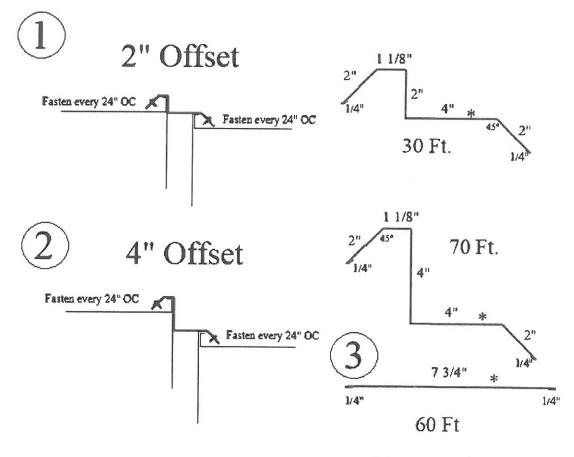


PROPOSAL/CONTRACT 3
DATE PREPARED 8/10/21 RCD

Terra Vista Elementary School 7497 Mountain View Drive South Rancho Cucamonga, CA 91730



Roof Details



24 ga Bonderized

[] 1/4 Hex head rubber gromet Screws

La Rocque Bener Ronfa, Inc. 9077 Arrow Rome Rancho Cincamonga, CA 91730 (909) 474-2699 Office (909) 474-2469 Fax	Office Approval	Chebi Approval	Project:	Jeffrey Fraser
	-	-	Date: 8/09/2021 Ratimator: Rory C. Davia E-Mail: rory@LBRinc.net	
	Dad	-		



PROPOSAL/CONTRACT 4
DATE PREPARED 8/10/21 RCD

ADDITIONAL PROVISIONING

- 1. Delays. LA ROCQUE BETTER ROOFS, INC. shall not be held responsible for any delays or damages resulting from and not limited to: work done by owner's subcontractor's, additional work, acts of owner or owner's agent including failure of owner to make timely progress payments or payments for additional work. Additionally, LA ROCQUE BETTER ROOFS, INC. will not be held liable for delays due to any changes in the weather as well as issues related to inspections by cities or counties.
- 2. Surplus Materials and Salvage. All salvage and surplus resulting from work under this contract is the property of LA ROCQUE BETTER ROOFS, INC.
- 3. Termites, Pests, & Hazardous Substances. LA ROCQUE BETTER ROOFS, INC. cannot certify or warrant your building as being free of hazardous substances or pests. Should any such hazardous substances or pests be suspected or found to be present on the premises, it is the Owner's responsibility to arrange and pay for inspection and abatement. Asbestos or Beryllium Abatement, obligation to defend or indemnify any "bodily injury", "property damage" or "personal injury" for past, present or future claims arising in whole or in part, either directly or indirectly, out of installation, repair, removal, encapsulation, abatement, replacement or handling of, exposure to, testing for or failure to disclose the presence of, asbestos or beryllium, or products containing asbestos or beryllium whether or not the asbestos or beryllium is or was at any time airborne as a fume, dust, powder, fiber or particle, contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever. The costs of clean up or removal of asbestos or beryllium or products and materials containing asbestos or beryllium. The cost of such actions as may be necessary to monitor, assess and evaluate the release or threat of same, or asbestos or beryllium or products and materials containing asbestos or beryllium. The cost of disposal of asbestos or beryllium substances or taking of such other action as may be necessary to temporarily or permanently prevent, minimize or mitigate damage to the public health or welfare or to the environment, which may otherwise result.
- 4. Collection. Should Owner default in payment of this contract, Owner agrees to pay all collection fees, charges including but not limited to, all legal, and attorney fees as a result.

 Overdue accounts are subject to interest at the rate of 18% per annual.
- 5. Legal Fees. In the event litigation arises out of this contract, the prevailing party is entitled to all legal, arbitration, and attorney's fees. The court shall not be bound to award fees based on any set court fee schedule but shall, if it chooses, award the true amount of all costs, expenses, and attorney fees paid or incurred.
- 6. Right to Withdraw. LA ROCQUE BETTER ROOFS, INC. has the right to withdraw our proposal if it has not been accepted within 20 days of the date on upper right corner of the Proposal/Contract
- 7. Exclusions (unless indicated on the proposed "Scope of Work").
 - 7.1. Removal of working or non-working or abandoned electrical boxes, A/C ducts, conduit lines or plumbing work.
 - 7.2. Any equipment that is to be removed by another company must be removed prior to the proposed roofing procedure.
 - 7.3. Replacement of roof drains, skylight lids, coping metal or the building of A/C platforms.
 - 7.4. Any penetrations and or equipment added after the proposed roofing procedure is completed will be inspected for an additional charge, based on a time and materials basis.
 - 7.5. Existing or future leaks generated from areas on the roof not included in this proposal and existing or future leaks generated from the HVAC units and metal capped platforms are not covered under our warranty.
 - 7.6. LA ROCQUE BETTER ROOFS, INC. will not be responsible for any slope, painting, plumbing, or any other upgrades required by City, State or county agencies.
 - 7.7. The proposed roofing system does not provide or imply any guarantee towards the elimination of existing or future standing water. (Unless noted in the scope of work)
 - 7.8. Cellular antenna and satellite dish removal, reinstallation or repositioning is to be completed by others.
 - 7.9. Any work performed outside of normal business hours during a standard 5 day work week.
 - 7.10. Prevailing wages, performance bonds or completion bonds.
 - 7.11. LA ROCQUE BETTER ROOFS, INC. will not be responsible for any leaks or damages to the interior of the building that may occur prior to 100% completion of the proposed roof restoration procedure.
 - 7.12. Replacement of I damaged lumber will be at an additional charge.
 - 7.13. Roof removal is based on 1-layer of roofing materials, if additional layers of roofing are found during construction a surcharge of \$85.00 per square x number of squares will be charged. If Proposal stipulates a number of layers any additional layers are discovered, the surcharge will be added to those number of squares.
- 7.14. City permits, Structural Engineering and or roof Reinforcement.
- 8. Guarantee Agreement. LA ROCQUE BETTER ROOFS, INC. guarantees that for the warranty period (as per contract) following the completion of the work done on the building located at: LA ROCQUE BETTER ROOFS, INC. will repair free of charge any water leaks occurring in the roof on which work has been performed under said contract, provided it can be shown after investigation the said leaks resulted from faulty workmanship and provided further that Buyer is not in default of any payment due for the work and that said Buyer has given LA ROCQUE BETTER ROOFS, INC., written notice of the existence of such leaks. During the time of this Guarantee, notice must be given promptly upon discovery of any defect of damage. It is understood and mutually agreed that this Guarantee shall not be construed as covering any liability on the part of LA ROCQUE BETTER ROOFS, INC. to anyone for, and the Buyer shall hold LA ROCQUE BETTER ROOFS, INC., harmless from and against, any liability to anyone for damage to said building, the interior decoration thereof, the contents thereof, or any part thereof. This Guarantee shall cover only faulty workmanship and shall not extend to damage to the roofing caused by fire, extreme wind, lightning, hail, earthquakes or to the distortion, warping, settlement or defects in the roof deck upon which the roof is applied or rests; or injury caused to said roof by other parties or by their actions which are beyond the control of LA ROCQUE BETTER ROOFS, INC. It is understood that LA ROCQUE BETTER ROOFS, INC. is not responsible for the maintenance of the tops of firewalls or parapet walls to prevent exterior staining and is not responsible for the damages resulting from plugged drains which results from accumulation of debris from sources other than the work done by LA ROCQUE BETTER ROOFS, INC.
- 9. Conditions. This warranty does not include liability of materials; this liability is through the manufacturer warranty. If the property is sold, a transfer fee may be charged for the inspection of the roof, prior to our transfer, for warranty to be valid. LA ROCQUE BETTER ROOFS, INC. cannot be held liable for correcting any existing defects such as, but not limited to, dry rot, structural defects, or code violations. Our Guarantee will only be on the specified area noted on our diagram or within our written proposal/contract. If it is not specified exactly as to where the warranty or guarantee is per diagram, then it will be specified and understood that NO warranty or guarantee is provided.

- CONTRACT ACCEPTANCYBy signing this, I have read under table, and accept the above information.

SIGN, DATE & RETURN

DATE: AUG 2 4 2021



PROPOSAL/CONTRACT 5
DATE PREPARED 8/10/21 RCD

PAYMENT OPTIONS

"Thank you for choosing LA ROCQUE BETTER ROOFS, INC. for your roofing needs."

Once you have signed and dated your: 1. Contract(s), 2. Additional Provisioning, 3. Damaged Lumber, 4. Payment Option, 5. Maintenance Program (if applicable); return all signed pages back to the office of LA ROCQUE BETTER ROOFS, INC. by:

Fax (909) 476-2469

E-mail gemma@larocquebetteroofs.com
Mail LA ROCQUE BETTER ROOFS, INC.
9077 Arrow Route, Suite 100
Rancho Cucamonga, CA 91730

Once we have received your contract, you will be contacted and advised of your schedule date.

PLEASE TAKE TIME TO READ AND UNDERSTAND OUR PAYMENT PROCEDURES:

Payment is due upon completion of the PROPOSED "SCOPE OF WORK" and an invoice will be sent via email, mail, or hand delivered by a representative of LA ROCQUE BETTER ROOFS, INC. You may pay by cash, personal check, or via credit card using MasterCard or VISA. <u>Please return this form indicating which payment option you choose, including amount.</u>

NOTE: The below totals do not include damaged lumber replacement, roof ventilation, options or extras, unless specified in our proposal/contract.

	credit card will include a 3% surcharge to contract amount. Total \$
CREE	DIT CARD PAYMENT AUTHORIZATION
Credit Card Type (Please sheck one):	isa
Credit Card Number:	
Exp Date (MM/YY):	CVV2 Code:
	(Back 3-Digits on Visa or MC. Front 4-Digits of AMEX.
Exact Name on Card:	
Billing Address:	
Billing City, State, ZIP:	
Primary Phone Number	

- CONTRACT ACCEPTANCE?

By signing this, I have read, Indicate I, and accept the above information.

SIGN, DATE & RETURN

DATE: 4 7974

768 Newport Center Drive Suite 100 Newport Besch, CA 92660 949-720-1500 777 F Taligatz Canyon Way Suite 200 094 Palm Springs, CA 92362 760-325-8325

9077 Arrow Route Suite 100 Rurano Cucamongs, CA 91730 909-476-2699 www.larocquebetterroofs.com fax: 909-476-2469

License B 1/C-39 455773

ML092321A-02 Shawn Judson, Ed.D. Superintendent Charlayne Sprague Deputy Superintendent Douglas M. Claflin



Board of Trustees

Brynna Cadman Robert Garcia Dayna Karsch David W. Long Mondi M. Taylor

6061 East Avenue, Etiwanda, California 91739 www.etiwanda.k12.ca.us (909) 899-2451 FAX (909) 803-3022

September 1, 2021

Assistant Superintendent of Business Services

Assistant Superintendent of Personnel Services

Laura Rowland

Amendment #1

Amendment to contract for INTERIM-New Admin/Library Building at C.P. Lightfoot Elementary School entered into on January 23rd, 2020 between Etiwanda School District and Ruhnau Clarke Architects to increase the contract amount by \$29,254.98 from \$95,567.00 to \$124,821.98.

Roger Clarke, AIA, NGARB President, Principal in Charge

Assistant Superintendent of Business Services

FPN: 008-006 (INT)



Mr. Michael Higgins Facilities Project Manager

Etiwanda School District 6061 East Avenue Etiwanda, CA 91739 August 31, 2021

RE: Carlton P. Lightfoot Elementary School New Admin Offices/Library Interim Housing Etiwanda School District RCA Project No: 1-22-65

Dear Mr. Higgins,

As the Carlton P. Lightfoot Project has bid, we propose to update our project proposal and reconcile our fee for this project based on the Actual Bid Amount.

Project Budget

Actual Construction cost of \$1,060,509.62 for the CP Lightfoot ES Office/Library Interim Housing project has been established based bid results.

This will be an update to the approved cost of the project per our original proposal letter of \$812,291 and the terms of the agreement dated January 23, 2020

Compensation

Based on the Actual Construction cost above, we propose to reconcile the fee to \$124,821.98 in lieu of the original fee of \$95,567 in the original estimate. The initial fee of 11.77% of the Actual Construction cost will remain the same.

This would result in a fee increase of \$29,254.98

Reimbursables will remain as stated in the original agreement for costs related to printing, plotting and delivery charges in the interest of the project.

We appreciate the opportunity to present this proposal to Etiwanda School District and look forward to continuing work with you on this project.

We thank you for your consideration of our proposal.

Respectfully Submitted,

Roger Clarke, AIA, NCARB President, Principal in Charge

Tel. 951.684.4664 Cell. 951.529.7715

Email. rclarke@ruhnauclarke.com

PROPOSAL AMOUNT APPROVED

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

09/01/2021

JAN 23 2019

M L 012320A-14 ESD FPN: 008-006

Doug Claflin

Etiwanda School District

<u>CONTRACT FOR CONSULTANT / LECTURER / PRESENTER</u> <u>OR CONTRACTOR SERVICES</u>

Type of	f service: Consultant Originating School or Departr	ment: Business Department	Date: 10-30-19
Name o	of Consultant/Lecturer/Presenter/Contractor: Ruhnau	Clarke Architects Social Sec	curity Number:
Name o	f Firm or Business: Ruhnau Clarke Architects	Taxpayer I.D. No. (for 10	99): 95-1924934
Address	3775 Tenth Street	City: Riverside	Zip: 92501
Backgro	ound and qualifications of Consultant/Lecturer/Presenter/	Contractor:	
When t	the named consultant/lecturer/presenter/contractor or ar	ny person in their employment will	have or has the potential to
have un	nsupervised contact with students <u>FINGER PRINT CI</u> tain the neces <u>s</u> ary paperwork from the Business Services	LEARANCE IS REQUIRED. Checks Department.	k item 16 on this contract
BY	Y SIGN NO THIS ACKNOWLEDGE FINGER PRINT		!
ВУ	Y SIGNING THIS I ACKNOWLEDGE FINGER PRINT	T CLEARANCE <u>IS NOT</u> REQUIRE	D:
Signati	ure of Principal or Department Head	Date	
District	GREEMENT is made and entered into this 26th day t, located at 6061 East Avenue, Etiwanda, California, 917, (hereafter "Contractor").	739, (hereafter "District"), and Ru	ween the Etiwanda School hnau Clarke Architects
and to gi WHERE advice de NOW TI	EAS, Contractor represents that he or she is specially tra- ive the advice called for by this Agreement; and EAS, District has determined that it has a need to enteral escribed herein. HEREFORE, it is mutually agreed by the parties hereto a EMPLOYMENT OF CONTRACTOR: The District h	into this Agreement with Contractor	for the special services and
	professional services as hereinafter set forth.		30-200 G
2.	TERM OF AGREEMENT: The term of this Agreement of	shall be for the period commencing of inclusive; or, services shall be prov	
	COMPENSATION: The District agrees to pay Contract rendered pursuant to this Agreement. Payments will be receipt and verification of Contractor's invoice for se should be submitted to the District's Administrator, as st (a) DISTRICT will pay no additional amount for trunless specified below. Should travel or other explesser amount of (1) the not to exceed amount stafor the authorized travel or other expenses shall be (b) If this Agreement is with an individual consult CONTRACTOR is a retired member of the Cali Public Employees Retirement System (PERS). (c) DISTRICT will not withhold any federal or state	be made within 30 days, dependent of cervices delivered. Invoices shall not atted in provision 5 below, for verificative or other expenses of CONTR penses be specified below, CONTR atted, or (2) the actual amount expensattached to the invoice when submitt tant, CONTRACTOR will specify fornia State Teacher's Retirement S income tax for payment made purs	on County audit status, upon texceed one per month and ation. ACTOR under this Agreement ACTOR shall be entitled to the aded. Supporting documentation ed. on the invoice whether or not ystem (STRS) or the California uant to this Agreement, but will
	provide CONTRACTOR with a statement of ear advised that such statement of earnings shall, if r Franchise Tax Board.		

4. SCOPE OF SERVICES AND AUDIT OF RECORDS: Contractor shall keep designated District representatives fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify. Contractor will maintain such records as may be necessary to support hours worked, activities, and expenses in the performance of this contract. These records and other data, reports, or materials respecting matters covered by this Agreement, shall be made available for examination during normal business hours, at District's place of business, as District may deem necessary. Contractor hereby agrees to perform the professional services specified below; or, set forth in Exhibit A (check box in item 5 below), attached hereto and incorporated herein by reference, to the satisfaction of the District.

(Description of contracted services)

ARCHITECTURAL/ENGINEERING SERVICES INTERIM HOUSING AT C.P.LIGHTFOOT ELEMENTARY. (Proposal dated 11-21-19) ESD FPN: 008-006

5.	PER THE ATTACHED: exhibit(s)	TECHNOLOGY SERVICES AGREEMENT REQ	UIRED

6. <u>ADMINISTRATOR OF AGREEMENT:</u> This agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

1	1		
For District:	Attention: Mike Higgins	For Contractor: Attention:	Ruhnau Clarke Architects
	Etiwanda School District	3775	Tenth Street
	6061 East Avenue	Rive	rside, CA 92501
	Etiwanda California 91739		

- 7. 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 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.
- 8. <u>WORKER'S COMPENSATION:</u> 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.
- 9. <u>ASSIGNMENT AND EMPLOYEE BENEFITS:</u> No portion of this Agreement or any of the work to be performed hereunder may be assigned by Contractor without the express written consent of the District, and without such consent all services hereunder are to be performed solely by Contractor, its officers, agents and employees. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.
- 10. OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY: All products of work performed pursuant to this Agreement shall be the joint property of the District and the Contractor 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.

- 11. <u>USE OF MATERIALS:</u> 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. INSURANCE, INDEMNIFICATION AND HOLD HARMLESS: 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 and to produce and provide to the DISTRICT a valid and current Certificate of Insurance naming the DISTRICT and 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.
- 13. <u>TERMINATION FOR CAUSE OR CONVENIENCE</u>: 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 thirty (30) 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.
- 14. <u>ATTORNEY'S FEES:</u> 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.
- 15. <u>ALTERATIONS OR VARIANCE</u>: No alterations to the Agreement or variance from the provisions hereof shall be valid unless made in writing and executed by both the parties hereto.

16. 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. CONTRACTOR shall complete and include the attached Fingerprint Requirement Form and Exhibit A (List of Employees Who May Come In Contact With Pupils) with this agreement. 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.
- 17. <u>ASSIGNMENT OF CONTRACT</u>: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by CONTRACTOR without the prior written consent of DISTRICT.

18. GENERAL PROVISIONS:

(a) Any notices to be given hereunder by either party to the other may be effected 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.

GENERAL PROVISIONS-continued:

- (b) 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.
- (c) This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- (d) (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.

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.

-
11/27/19 Date
1/23/20 Date



Michael Higgins

Facilities Project Manager

Etiwanda School District

Facilities Planning and Construction

6061 East Avenue Etiwanda, CA 91739 Re: Interim Housing at C.P. Lightfoot Elementary School Etiwanda School District

Dear Mr. Higgins,

Ruhnau Clarke Architects is pleased to submit the following fee proposal for Complete Architectural/Engineering Services for the Interim Housing Project at C.P. Lightfoot Elementary School. Please find below our proposed scope of services and fees associated with this proposal.

Scope of Work:

- New Interim Kindergarten Relocatable Unit.
- New Kindergarten Relo fire alarm and low voltage.
- Repave existing walkway
- Site preparations and A/C pavement for new relo.
- Reconfigure existing Kindergarten Classroom into Interim Administration.
- Reconfigure (2) existing Kindergarten Restrooms in Interim Administration.
- Reconfigure and upgrade (2) existing Student Restrooms stalls in Building B.
- Addition of 165 linear feet of chain link fencing
- Site utilities

Exclusions:

- Topographic Survey
- Geotechnical report
- Hazardous Materials testing, reports, or recommendations for removal.
- Environmental Studies (Noise/Flood/EIR/CEQA Initial Study/Drainage).
- Permit / Plan Check / Agency Fees
- Reproduction of plans.

Compensation:

Based upon a preliminary construction cost of \$812,291, we propose to establish an initial fee at 11.77% (Ninety-Five Thousand Five Hundred Sixty-Seven Dollars - \$95,567.00). Final fee to be determined once budgets are finalized at the completion of the Bid Phase, at which time fees will become fixed.

We also recommend a separate reimbursable amount of \$1,000 for costs related to printing, plotting and delivery charges in the interest of the project. Those expenses shall be billed by the Architect to the District at one and five hundredths (1.05) times the expense incurred by the Architect's Consultants.

We thank you for your consideration of our proposal for your project. If you have any questions concerning our proposal, please give me a call at 951-684-4664.

Respectfully Submitted,

Roger Clarke, AIA NCARB President, Principal in Charge

Tel. 951.684.4664 Email. <u>rclarke@ruhnauclarke.com</u> Cc: Bryan K. Dunaj, Anna Vallejo PROPOSAL AMOUNT
APPROVED

Mike Higgins, Architect, AIA, LEED AP Facilities Project Manager Etiwanda School District

11/25/2019

CLERK'S CERTIFICATE

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
7. H. 20 (Approval of contract between Etiwanda School District and Ruhnau Clarke Architects
for architectural/engineering services for the interim housing project at C.P. Lightfoot Elementary
ML012320A-14.) that was duly passed, approved and adopted at a regular meeting place thereof
on the 23rd day of January 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: $\frac{24}{0}$ NOES: $\frac{2}{0}$ ABSTAINED: $\frac{2}{1}$ ABSENT: $\frac{2}{1}$

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: January 23, 2020

Clerk of the Board of Trustees of the Etiwanda School District

CLERK'S CERTIFICATE

I,	, clerk of the Board of Trustees of the Etiwanda Schoo
District, do hereby co	ertify that the foregoing is a full, true and correct copy of agenda item
	f Amendment #1 between Etiwanda School District and Ruhnau Clarke
	e contract by \$29,254.98, Architectural/Engineering services for INTERIM
The second secon	Project at C.P. Lightfoot Elementary ML092321A-02.) that was duly passed
	d at a regular meeting place thereof on the 23rd day of September 2021, or
	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:
AYE	S·
NOE	
ABSTAINE	
ABSEN	
An agenda of	said meeting was posted at least 72 hours before said meeting at Etiwanda.
	freely accessible to members of the public, and a brief general description of
	peared on said agenda.
T	
I further certif	by 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
	d, modified or rescinded since the date of its adoption, and the same is now
in full force and effect	zt.
Dated: September 23	2021
Dated: Septemoer 23	, 2021
	Clerk of the Board of Trustees
	of the Etiwanda School District
	of the Etiwanida School District



School/District Membership Application

School/District	t Information	
☐ New Accou	unt Change of Signers Upo	321606, 321540, 374262 374258
School/District N	ame Etiwanda School District	321606 374262
Street Address	6061 East Avenue	379258
City ST ZIP Code	Etiwanda, CA. 91739	3 1238
Office Phone	909- 899-2451	
Fax	909-803-3022	
Web Site Address		
	/Oistrict Account Establishing	全种型品的企业 是现在的企业。
☐ Schoo	I/District Share Savings	arket School/District Certificate Agreed Upon Discount Rate Checking Plus School/District Checking Premium
Type of Produc	t(s) Sarvices Establishing	
Bank August 1		Tax Deposit Online Banking Merchant Processing
	☐ Corporate Vis	sa 🔲 Visa Debit Card
* Yes-0	Opt In ATM/Debit Card Courtesy Pay Overdraft Covera	ge 🗌 * No-Opt Out ATM/Debit Card Courtesy Pay Overdraft Coverag
Authorized Sign		
		o Signatures Required
C:# *	Name: Shawn Judson	
Signer # 1		Title: Superintendent
Add Signer	Address:	S
Delete Signer	Date of Birth:	Phone Number:
existing signer	Social Security Number:	Identification Number:
	Signature: Date	e: 9/8/21 Chex: OFAC:
	Name: Charlayne Sprague	Title: Deputy Superintendent
Signer # 2	Address:	
Add Signer	Date of Birth:	Phone Number:
Delete Signer	Social Security Number.	Identification Number:
existing signer	Signature: & Milk Date:	: 9/9/21 Chex: OFAC:
	Name: Douglas Claflin	Title: Assistant Superintendent
Signer # 3	Address:	
Add Signer	Date of Birth:	Phone Number:
Delete Signer	Social Security Number:	Identification Number:
existing signer	Signature: Date:	<u>C 5 2 </u> Chex: □ OFAC: □

C:# 4	Name: Laura Rowland	Title: Assistant Superintendent
Signer # 4	Address:	
Add Signer	Date of Birth:	Phone Number;
Delete Signer	Social Security Number:	Identification Number:
existing signer	Signature: South Charles al	
	Name: Michael Mancuso	Title: Director of Fiscal Services
Signer # 5	Address:	
Add Signer	Date of Birth:	Phone Number:
Delete Signer	Social Security Number:	Identification Number:
existing signer	Signature: Date: 9/	
	We will hold the credit union harmless for actions regarding	ed or minutes stating the signer change (when available) and the signature of account access. The removed account signer relinquishes any form of
Date Change Effective		
Signature S	Date 9/8	121
12/1/2	m (4) - 9/8/2	-1
Signature 1	Date 44	
	Future Credit Opportunities a	nd Acknowledgement of
	Receipt of Truth-in-Si	iving Disclosure
information contained in I In-Savings Disclosure. Bi conditions of this Membe The Credit Union makes i connection with future cr Account to credit reportir	this Membership and Account Application, and any amendmy signing this Application, you are acknowledging that you har riship and Account Application, and the terms and conditions credit available to its members on a regular basis. The Accound edit opportunities, and the Account applicant (s) authorize a	Credit Union's Truth-In-Savings Disclosure. All the terms, conditions and ents thereto, are by this reference incorporated in their entirety into the Truth ave received a copy of the Truth-In-Savings Disclosure, the terms and of the Credit Union's Account Agreement (s) and any amendments thereto, and applicant (s) authorize the Credit Union to obtain credit reports in any person association or corporation to furnish information concerning the that a negative credit report reflection on your credit record may be submitted.
A 7/2-7/ 62/2004/8	Tax Certific	
U.S. person (including re- withholding due to under	sident alien) and either (a) is exempt from backup withholdir eporting of dividends or interest, or (c) has been notified by consent to any term of this agreement except certifications r	rrect for the business entity requesting an account. The business entity is a ig, or (b) has never been notified by the IRS that it is subject to backup the IRS that it is no longer subject to backup withholding. I understand that equired to avoid backup withholding.
	to backup withholding, check the following box is mandatory for all accounts.	
Douglas M. Clafl	in Asst. Supt.	ing
Print Name		prized Signature
ichool/District Type		
	School Account Unincorporated Or	ganization Dublic Funds Account

	Name: Terry Embleton		Title: Assista	nt Superinter	ndent	
Signer # 4	Address:					
Add Signer	Date of Birth:		Phone Number:			
Delete Signer	Social Security Number:		Identification Nur	mber:		
	Signature: Refixed - and	Qate: F	Chex:		OFAC:	
	Name: try Stricts in	,	Title:			_
Signer # 5	Name: for Signature Address:	-				
Add Signer	Date of Birth:		Phone Number:			
Delete Signer	Social Security Number:		Identification Nur	mber:		
existing signer	Signature:	Date:	Chex:		OFAC:	
	SC TOUR.	Date				
		_				
Signature		Date				
information contained in t In-Savings Disclosure. By conditions of this Member The Credit Union makes of connection with future cre Account to credit reportin	of your deposit account agreements ar his Membership and Account Application y signing this Application, you are acknown riship and Account Application, and the lighter and account application of a register available to its members on a register apportunities, and the Account applications of your cy, if you fail to fulfill the terms of your	on, and any amendment wledging that you hat lerms and conditions ular basis. The Accou licant (s) authorize ar are hereby notified th	ents thereto, are by ve received a copy of the Credit Union nt applicant (s) aut ny person association	this reference inco r of the Truth-In-Sa i's Account Agreem thorize the Credit U	orporated vings Disconent (s) and Inion to other furnish in furnish in the other furnish in t	in their entirety into the Truth- closure, the terms and and any amendments thereto. obtain credit reports in information concerning the
11.	THE REAL PROPERTY.	Tax Certifica	too the service is	Bedralan S	Where the second	San
U.S. person (including res withholding due to undern	that the taxpayer ID number provided fident alien) and either (a) is exempt fro eporting of dividends or interest, or (c) honsent to any term of this agreement e	m backup withholding has been notified by t	g, or (b) has never he IRS that it is no	been notified by the langer subject to b	e IRS that	it is subject to backup
	to backup withholding, check the followi			01		
Douglas M. Clafli	in Asst. Supt.	(1)	MIA CA			
Print Name	Title	Ayrino	MM (A)			
School/District Type			A STATE OF	Maria Police	15-11-1	
	☐ School Account ☐	Unincorporated Org	anization	Public Funds Accou	nt	

*ATM/Debit Card Courtesy Pay Overdraft Coverage

Chaffey FCU ATM/Debit Card Courtesy Pay Overdraft Coverage on your savings and checking account may allow your everyday ATM/Debit card transactions to be approved, when funds are not available (depending upon account history, rewards level and/or Courtesy Pay).

By choosing "Yes-Opt In", allows Chaffey FCU to pay for everyday ATM/Debit card transactions when funds are not available. A fee of \$25 will be charged each time we pay an overdraft.

By choosing "No-Opt Out", will not allow Chaffey FCU to pay for ATM/Debit card purchases against insufficient or unavailable funds. The transaction will be denied if funds are not available.

Yes-Opt In		
1000 000 1 00	Signature	Date
No-Opt Out	Signature /	9/8/2-1 Date

Credit Union Use Only			
Opened by:	Date Opened:		
Date Superseded:	Documents Reviewed:		
Approved by:	Date Approved:	Documents Imaged:	
Disclosures provided to member	Deposit Account Agreement and Truth In Savings Electronic Services Disclosure and Agreement Privacy Policy Schedule of Fees. Member Value Pricing Matrix ATM/Debit Card Courtesy Pay Overdraft Protection		

CLERK'S CERTIFICATE

I,	hip ing the
AYES: NOES: ABSTAINED: ABSENT:	
An agenda of said meeting was posted at least 72 hours before said meeting at Etiwand California, a location freely accessible to members of the public, and a brief general description said consent item appeared on said agenda.	ła, of
I further certify that the foregoing agenda item is a full, true and correct copy of the origin agenda item adopted at said board meeting and entered in said minutes; and that said agenda ite has not been amended, modified or rescinded since the date of its adoption, and the same is no in full force and effect.	m
Dated: September 23, 2021	
Clade 64 D 1 cm	
Clerk of the Board of Trustees of the Etiwanda School District	

RESOLUTION OF THE BOARD OF TRUSTEES OF THE ETIWANDA SCHOOL DISTRICT

RESOLUTION NO. 2122-19

WHEREAS, Board Member David W. Long was absent from the board meeting of August 19, 2021, due to a hardship deemed acceptable to the Board; and

WHEREAS, *Education Code* section 35120 allows the Board by resolution to make a finding to pay a Board Member when a Board Member is absent due to a hardship deemed acceptable to the Board; and

Now, Therefore be it resolved that the Etiwanda School District Board of Trustees authorizes Board Member David W. Long to be compensated for the August 19, 2021 board meeting.

ADOPTED, SIGNED and APPROVED this 23rd day of September 2021.

BOARD	OF 7	TRUSTE	ES OF	THE
ETIWAN	NDA	SCHOO	L DIST	RICT

Authorized Signature:		
President		
Clerk		

6. I. 121

ETIWANDA SCHOOL DISTRICT

Resolution No. 2122-20

Adoption of Resolution Recognizing the Week of October 10-16, 2021, as Week of the School Administrator

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

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

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

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

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

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

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

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

WHEREAS, the State of California has declared the second full week of October as the "Week of the School Administrator" in Education Code 44015.1; and

WHEREAS, the future of California's public education system depends upon the quality of its leadership; now therefore

BE IT RESOLVED, by the Board of Trustees of the Etiwanda School District that all school leaders be commended for the contributions they make to successful student achievement and hereby recognizes the week of October 10-16, 2021, as the *Week of the School Administrator*.

ADOPTED, SIGNED and APPROVED this 23rd day of September 2021.

ETIWANDA	SCHOOL DISTRICT
President	
Clerk	

BOARD OF TRUSTEES OF THE