



**BOARD OF TRUSTEES MEETING**

**AGENDA**

Thursday, September 26, 2019, 6:30 p.m.

**1. CALL TO ORDER**

- A. 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 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. 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 12, 2019, as presented or amended.
- C. Approval to amend the Minutes of the July 25, 2019 Etiwanda School District Board of Trustees meeting to include motion information that was omitted regarding Business and Legal item, 8. B.

**4. EDUCATIONAL PRESENTATION**

- A. "STEAM Day," an educational presentation by Principal, Dino Tavalazzi, of Caryn Elementary.

**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 2019-2020 school year.
  - 1. Open public hearing.
  - 2. Call for comments.
  - 3. Close public hearing.
  - 4. Discussion and action regarding approval of Resolution No. 1920-23 regarding sufficiency of textbooks and instructional materials.
- B. School and Program Capacity update per Administrative Regulation (AR) 5117, Interdistrict Attendance, by Damita Walton, director of pupil services, and discussion and action regarding schools and programs closed for Interdistrict transfers.

**6. CONSENT CALENDAR**

- A. Approval of the personnel report which includes appointment, employment, contract renewal, assignment, committee on assignment, transfer, promotion, demotion, resignation, retirement, leave, out-of-class pay, termination, non-reelect, suspension, release of service, release of administrative assignment and/or any other action affecting employment status.
- B. Acknowledgement by the Governing Board of the Etiwanda School District of the receipt of attached letters of certification from outside contractors verifying clearance of their employees.
- C. Approval of revisions and/or deletion to the following Board Policies (BP) and Administrative Regulations (AR):

BP 5123	<i>Promotion/Acceleration/Retention</i>	Revised to reflect current law related to providing remedial instruction for students who are at risk of retention.
BP 6179	<i>Supplemental Instruction</i>	Revised to reflect current law related to providing supplemental instruction for students at risk of retention.

- D. Approval of the attached following donations:

<b>Donated by:</b>	<b>Donation of:</b>	<b>Donated to:</b>
Union Pacific /Kevin Garcia	Cash	Caryn Elementary
New York Life Foundation	Cash	Caryn Elementary
Islands Restaurant	Cash	Caryn Elementary
Caryn Elementary PTA	Cash	Caryn Elementary
Kroger	Cash	Caryn Elementary
Friends of Lightfoot PTO	Cash	C. P. Lightfoot Elementary
Edison International/Keith Larson	Cash	Summit Intermediate
Wells Fargo Your Cause/Christian Campos	Cash	Summit Intermediate
Wells Fargo Your Cause/Christian Campos	Cash	Summit Intermediate

- E. Approval/Ratification for contracted services between Etiwanda School District and the following outside contractors:

	<b>Consultant/ Contractor/Presenter</b>	<b>Contract Number</b>	<b>Type of Service</b>	<b>Location of Service</b>
1.	DJ@ Last/ Ronald Bourn	SIS092619R-01	DJ Services	Summit Intermediate
2.	Heinemann Professional Development	DN092619A-01	Guided Reading Seminar	Instruction Department
3.	History Brought to Life	GOL092619R-01	Be the Difference – Bulling Assembly	Etiwanda Intermediate

**6. CONSENT CALENDAR (continued)**

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

	<b>Vendor</b>	<b>Contract Number</b>	<b>Piggyback BID</b>	<b>Location of Service</b>
1.	123 Office Solutions	NR092619A-01	Chaffey Joint Union High School District BID No. 19/20-004	Business Department

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

	<b>Contractor</b>	<b>Contract Number</b>	<b>Type of Service</b>	<b>Location of Service</b>
1.	Premier Healthcare Services, LLC	AS092619R-01	Licensed Vocational Nursing Services	Health Services Department

H. 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.

<b>Account</b>	<b>Additions or Existing Signers</b>	<b>Deletions</b>
Carleton P. Lightfoot Elementary – 1855306	Rosann Marlen, Principal Emily Waters, Teaching Vice Principal Janice Comley, Clerk	Jamie Peterson, Teaching Vice Principal
Terra Vista Elementary – 185570	Kimberly Pollock, Principal Jamie Peterson, Assistant Principal Jane Englehardt, Teacher Priscilla Rice, Teacher	Natalie Odebunmi, Assistant Principal
Grapeland Elementary – 2024505	Joseph Shaw, Principal Brett Beitler, Teaching Vice Principal Jennifer Evans, Head Teacher	Mitch White, Assistant Principal

I. Approval of the attached declarations 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 of.

J. Approval of Resolution No. 1920-22 of the Board of Trustees of the Etiwanda School District to approve the district appropriations limit calculations for the 2018-19 actual and the 2019-20 budget (“Gann Limit”) including updates to excluded Medicare appropriations.

**7. BUSINESS AND LEGAL**

A. Presentation, discussion and action related to the 2019-20 Facilities Plan for the Etiwanda School District.

**8. SUPERINTENDENT’S PRESENTATION**

A. Discussion and action related to nominations for California School Boards Association (CSBA) Directors-at-Large African American, American Indian and County.

B. Discussion and action to adopt Resolution No. 1920-24 of the Etiwanda School District Board of Trustees recognizing the week of October 14 – 18, 2019, as *Week of the School Administrator*.

C. Superintendent’s Report: The superintendent may make announcements and provide updates to the Board of Trustees 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. Liability Claims (Government Code 54956.95)  
Claimant: C.U.O.
- 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 12, 2019: 14,010 (TK-8) + 259 (CLOUDS) Total: 14,269  
(+33 from August 26, 2019.)

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

In accordance with section 54953.2 of the *Government Code*, individuals may make a request for disability related modifications or accommodations, including auxiliary aides or services, in order to participate in a public meeting.

Such requests must be submitted in writing no later than noon, two business days preceding the date of the meeting. Requests should be submitted to the attention of: Superintendent Shawn Judson, Ed.D.



**BOARD OF TRUSTEES MEETING**

**MINUTES**

Thursday, September 12, 2019, 6:30 p.m.

**Members Present:** Ms. Cadman, Mr. Garcia, Ms. Karsch, Mr. Long and Ms. Taylor.  
**Others Present:** Dr. Judson, Ms. Sprague, Mr. Clafin, Mr. Embleton, Ms. Rowland, Ms. Tavalazzi, Ms. Walton and Ms. Wiley-Dominguez.

**1. Call to Order**

President Karsch called the meeting to order at 6:30 p.m. When the meeting was called to order, all members were present. President Karsch announced that all open sessions of the board meeting are audio taped which may capture sounds of those attending the meeting. President Karsch invited the audience 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: None offered.

**3. Review/Adopt Agenda and Minutes**

- A.\* The Board of Trustees adopted the agenda as presented on a motion by Member Taylor, seconded by Member Garcia, and carried by a unanimous vote with all members present voting yes.
- B.\* The Board of Trustees took action to adopt the minutes of the regular meeting held August 8, 2019, as presented on a motion by Member Long, seconded by Member Cadman, and carried by a unanimous vote with all members present voting yes.

**4. Instruction**

- A.\* Jeannie Tavalazzi, director of LCAP and communications, shared information related to the goals and agenda for the upcoming Fall 2019 Community Forum. Mrs. Tavalazzi shared there will be a whole group presentation designed to build awareness of the LCAP funding formula, accountability plan, the California School Dashboard, and stakeholder input opportunities. A Circle the Sage activity and a Thought Exchange activity are also planned and will finish up with a raffle.

**5. Consent Calendar**

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

- A.\* Approval of the personnel report which includes appointment, employment, contract renewal, assignment, committee on assignment, transfer, promotion, demotion, resignation, retirement, leave, out-of-class pay, termination, non-reelect, suspension, release of service, release of administrative assignment and/or any other action affecting employment status.
- B.\* The Governing Board, acting as the legislative body for Community Facilities District (CFD) numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, Rancho Etiwanda, Silver Ridge, Coyote Canyon, Henderson, and Victoria Gardens, ratifies the CFD expenditures for the period of August 1-31, 2019, per the CFD payment log.
- C.\* Ratification of the August 1-31, 2019, Accounts Payable Warrant Register Reports. These are various routine warrants requested in order to pay for purchase orders and various expenditures.

\* = Attachment

5. **Consent Calendar (continued)**

- D.\* Ratification of the Budget Financial Reports for the period August 1-31, 2019.
- E.\* Approval of the attached declarations that miscellaneous items of district property are less than \$2,500 in value per item, are obsolete and unusable, will be sold as surplus property, donated to eligible nonprofit organizations, or disposed of.
- F.\* Acknowledgement by the Governing Board of Trustees of the Etiwanda School District of the attached receipt of letters of certification from the following outside contractors verifying clearance of their employees.
- G.\* Approval of revisions and/or deletion to the following Board Policies (BP) and Administrative Regulations (AR):

BP 1112	<i>Media Relations</i>	Revised board policy to expand the section on "Crisis Communications Plan" to involve district technology personnel in the development of the plan. Policy also updated to encourage the establishment of priorities and key messages for proactive communications with the media.
BP 4030	<i>Nondiscrimination in Employment</i>	Revised board policy to reflect new state regulations prohibiting discrimination against an employee on the basis of immigration status and new law regarding rights of employees.
AR 4117.7	<i>Employment Status Report</i>	Revised administrative regulation pursuant to Ed Code 44940 to include a violation nor attempted violation of Penal Code 187 (murder) in the definition of a "mandatory leave of absence offense."
BP 4315	<i>Evaluation/Supervision</i>	Revised mandated board policy to reorganize and to delete separate sections for certificated and classified administrators/supervisors to provide consistency in evaluation purposes and procedures.
BP 4519.22	<i>Dress and Grooming</i>	Revised board policy to reflect laws, which allow employees to appear and dress in a manner consistent with their gender identity, gender expression, or religious creed.
BP 4536	<i>Non-School Employment</i>	Revised board policy with minor changes in regards to non-school employment.
AR 5131.6	<i>Alcohol and Other Drugs</i>	Revised to remove obsolete evaluation requirement.
AR 6145	<i>Extracurricular and Cocurricular Activities</i>	Revised administrative regulation to define grading period for GPA eligibility and guidelines for supervision.

- H.\* Approval of the attached following donations:

Donated by:	Donation of:	Donated to:
Emily Carnes	Non-Cash	Grapeland Elementary
East Heritage PTO	Cash	East Heritage Elementary
Etiwanda Excellence in Education	Cash	Etiwanda School District

- I.\* 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.	Excel Plumbing	RC091219R-01	Cleaning/Maintenance of Water Heaters	Districtwide
2.	Guaranteed Janitorial Service	RC091219A-02	Carpet Cleaning	Various sites
3.	Guaranteed Janitorial Service	RC091219R-03	Striping/Waxing of Multipurpose room	Summit Intermediate

\* = Attachment

5. **Consent Calendar (continued)**

4.	San Bernardino County Superintendent of Schools (SBCSS)	WH 091219R-01	Professional Development	West Heritage Windrows D.W. Long
5.	San Bernardino County Superintendent of Schools (SBCSS)	TV091219R-01	Professional Development	Terra Vista Elementary
6.	San Bernardino County Superintendent of Schools (SBCSS)	EH091219R-01	Professional Development	East Heritage Elementary
7.	Allen Lipscomb	PER091219A-01	Mental Therapy and Counseling Services	Perdew Elementary
8.	Yvonne Jackson Living Hope Counseling Services	PER091219A-02	Counseling Services	Perdew Elementary
9.	Heinemann Professional Development	GOL091219R-01	Professional Development	Golden Elementary
10.	Building Block Entertainment	GOL091219R-02	Assembly: Voices for Good Choices	Golden Elementary
11.	Building Block Entertainment	GOL091219R-03	Assembly: Stop. Think. Act.	Golden Elementary
12.	Kennon Mitchell Education Solutions, LLC	JJ091219R-01	Workshop "Setting Our Children Up for Success"	Heritage Intermediate
13.	Imagination Machine	EH091219R-02	Writing Show Assembly	East Heritage Elementary
14.	Imagination Machine	EH091219R-03	Writing Show Assembly	East Heritage Elementary
15.	S.T.A.R., Inc.	EIS091219R-01	GATE Family Night	Etiwanda Intermediate
16.	Robert Unger/ Rachel's Challenge	EIS091219R-02	Friends of Rachel Club Training	Etiwanda Intermediate
17.	Pacific Audiologics	AS091219A-01	On-site vision, hearing and scoliosis screening	Various site districtwide
18.	Armstrong & Brooks Consulting	ML091219R-05	Topographic Survey Office/Library Project	East Heritage Elementary
19.	Armstrong & Brooks Consulting	ML091219R-06	Topographic Survey Office/Library Project	C.P. Lightfoot Elementary
20.	STB Landscape Architects, Inc.	ML091219R-07	Landscape Architectural Design Office/Library Project	Windrows Elementary
21.	Cal West Visuals, Inc.	WIN091219A-01	Purchase and Installation of Smart Interactive Displays	Windrows Elementary
22.	Imagination Machine	GOL091219R-04	Writing Show Assembly	Golden Elementary
23.	Sarah Patterson/ Ceras Art	EIS091219A-03	Art Classes	Etiwanda Intermediate
24.	Boosterthon Enterprises	WH091219R-02	Character Education Lessons	West Heritage Elementary

5. **Consent Calendar (continued)**

J.\* Approval/Ratification of Proposal and Field Contract services under \$59,999 between Etiwanda School District and the following Contractors:

	Consultant/ Contractor/Presenter	Contract Number	Type of Service	Location of Service
1.	Econo Fence, Inc.	ML091219R-01	Fabrication and Installation of guardrail	Caryn Elementary
2.	Quality Teleservices, Inc.	ML091219R-02	Install Audio/Visual Cables, Projectors, Speakers	Caryn Elementary
3.	Dugmore & Duncan of California, Inc.	ML091219R-03	Hotel Cylinders for Teacher Restrooms	Various Sites
4.	Baugh Painting	ML091219A-04	Amendment #1 Tack Panel Project	Caryn Elementary

K.\* 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.	Power Security Group, Inc.	RC091219R-04	Amendment #4 Security Services	Maintenance/ Operations
2.	National University	CT091219R-01	Paid Internship Credential Program Agreement	Personnel Department
3.	Biola University	CT091219R-02	School of Education Affiliation Agreement	Personnel Department
4.	WestEd	JJ091219R-02	MOU Conduct Pilot and Field Testing EL Learners	Instruction Department
5.	Grand Canyon University	CT091219R-03	Student Teaching Agreement	Personnel Department
6.	Rialto Unified School District	RC091219R-06	Fueling Agreement	Maintenance/ Operations
7.	All City Management Services, Inc.	RC091219A-05	Crossing Guard Services	Maintenance/ Operations

L.\* Approval of Notice of Completion of Work.

Project	Contractor	Location
John L. Golden New Classroom Project	K.A.R. Construction, Inc.	John L. Golden Elementary

M.\* Approval of Change Order(s).

Change Order Number	Vendor	Change Order Amount	Original Contract Amount	New Contract Amount	Project
1	Daniel's Electric Construction Co., Inc.	(\$3, 276.49)	\$321,000.00	\$317,723.51	D.W. Long Elementary New Classroom Building
1	Duke Plumbing, Inc.	\$8,929.47	\$114,000.00	\$122,929.47	D.W. Long Elementary New Classroom Building

\* = Attachment



**5. Consent Calendar (continued)**

- N.\* Ratification of computer technology maintenance, support agreements and subscriptions for the 2019-20 school year, NR091219R-01.
- O.\* 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 or Existing Signers	Deletions
Windrows Elementary - 185490	Josh Lautenslager, Principal John McCormack, Assistant Principal Nichole Poling, Clerk	Donna Napolitano, Clerk
Etiwanda Colony Elementary – 2559229	Kerry Hackman, Principal Claudia P. Johnson, Teaching Vice Principal Amber Patronite, Clerk	Sandra Fleming, Principal Fernando Flores, Head Teacher
Perdew Elementary	Kelly Bray, Principal Michael Ashton, Assistant Principal Christine Reed, Admin Designee Maria Rodriguez, Admin Designee	Kerry Hackman, Asst. Principal Emily Waters, Admin Designee
D.W. Long Elementary	Eugene Yarrobino, Principal Mitch White, Assistant Principal Tiffany Carmean, Teacher	Kristen Ashton, Assistant Principal

**6. Business and Legal**

- A.\* After discussion, The Board of Trustees took action to adopt Resolution No. 1920-21 of the Board of Trustees of the Etiwanda School District to establish Annexation No. 7 to Community Facilities District (CFD) No. 10 of the Etiwanda School District and to authorize the levy of special tax therein on a motion by Member Taylor, seconded by Member Cadman, and carried by a unanimous vote with all members present voting yes.
- B.\* After discussion, the Board of Trustees took action to award Bid No. ESD-2019-20-002 Purchase of Janitorial and Paper Supplies, in the amount of \$119,798.63, to Hillyard, Inc., on a motion by Member Garcia, seconded by Member Long, and carried by a unanimous vote with all members present voting yes.
- C.\* As presented by Michael Mancuso, director of fiscal services, the Board took action to approve the following:
  1. Unaudited actuals for the 2018-19 fiscal year.
  2. Approval of the final 2018-19 revised budget.
  3. Adoption of Resolution No. 1920-22 of the Board of Trustees of the Etiwanda School District to approve the district appropriations limit calculations for the 2018-19 actual and the 2019-20 projected budget (“Gann Limit”).

A motion was made by Member Long, seconded by Member Garcia, and carried by a unanimous vote with all members present voting yes.
- D.\* After discussion, the Board of Trustees took action to approve the Lead Psychologist – Preschool job description on a motion by Member Taylor, seconded by Member Cadman, and carried by a unanimous vote with all members present voting yes.
- E.\* After discussion, the Board of Trustees took action to approve the naming of Etiwanda Intermediate School’s gymnasium in honor of Etiwanda Intermediate School Teacher, Mark Duffy, for his years of service to Etiwanda School District, on a motion by Member Taylor, seconded by Member Long, and carried by a unanimous vote with all members present voting yes.

President Karsch called for a short recess at 7:06 p.m. The Board of Trustees resumed the meeting at 7:11 p.m. and in Open Session, the Board of Trustees contacted Mark Duffy via telephone to congratulate him and let him know of the Board’s decision to name the Etiwanda Intermediate School’s gymnasium after him.

7. **Superintendent’s Presentation**

- A. Superintendent Judson reported the following:
  - Suicide Prevention event at Heritage Intermediate was held last night.
  - Our Academic Advisor/Student Services Asst. program is a finalist for a California School Board Association (CSBA) Golden Bell Award.
  - Thank you to D.W. Long Elementary for the wonderful board room decorations depicting the many great things happening at the school site.
  - Upcoming Events:
    - September 16<sup>th</sup> – District wide disaster drill at 9:00 a.m.
    - September 19<sup>th</sup> – Parent Education event “Setting Our Children Up for Success” 6:00-8:00 p.m. at Heritage Intermediate.
    - September 19<sup>th</sup> and 25<sup>th</sup> – County Superintendent’s State of Education Address in San Bernardino or High Desert.
    - September 23<sup>rd</sup> – Effective Boardmanship – Brown Act workshop.
    - October 1<sup>st</sup> and 3<sup>rd</sup> – LCAP Community Forums
    - October 5<sup>th</sup> – Star Wars Reads Day, Barnes & Noble, Rancho Cucamonga

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

- Superintendent Judson mentioned CSBA Nominations for At-Large Directors are due soon and to let him know if the Board would like to have this item on an upcoming agenda.

9. **Closed Session**

The Board of Trustees adjourned to Closed Session at 7:18 p.m. to discuss the following items:

- A. Conference with Legal Counsel – Existing Litigation. (Government Code 54956.9(d)(1)). Case Number 03-1920
- B. Conference with Labor Negotiator. (Government Code 54957.6) District Negotiator: Terry Embleton, assistant superintendent of personnel services Bargaining Unit: Etiwanda Teachers Association
- C. Complaint Against Employee. (Government Code 54957)

10. **Reconvene to Open Session**

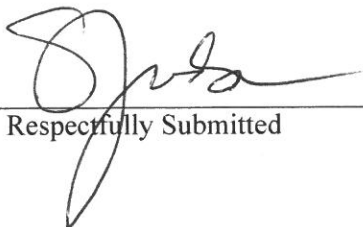
The Board of Trustees reconvened into Open Session at 9:33 p.m.

- A. In Closed Session, the Board of Trustees took action to approve a settlement agreement for case# 03-1920 on a motion by Member Taylor, seconded by Member Cadman, and carried by a unanimous vote with all members present voting yes.

11. **Adjournment**

President Karsch adjourned the meeting in memory of Jim McAninch, former Board Member from 1970-1983, at 9:34 p.m. on a motion by Member Long, seconded by Member Garcia, and carried by a unanimous vote with all members present voting yes.

*The next meeting will be held on Thursday, September 26, 2019.*



Respectfully Submitted

Adopted



**BOARD OF TRUSTEES MEETING**

**MINUTES**

Thursday, July 25, 2019, 6:30 p.m.

**Members Present:** Ms. Cadman, Mr. Garcia, Ms. Karsch, Mr. Long and Ms. Taylor.  
**Others Present:** Dr. Judson, Ms. Sprague, Mr. Claflin, Mr. Embleton, Ms. Rowland, Ms. Tavolazzi, Ms. Walton and Ms. Dawn Wiley-Dominguez.

**1. Call to Order**

President Karsch called the meeting to order at 6:30 p.m. When the meeting was called to order, all members were present. President Karsch announced that all open sessions of the board meeting are audio taped which may capture sounds of those attending the meeting. President Karsch asked the audience 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:

- o Ms. Evans commented against recommendation of Closed Session (1), item 5. A.
- o Mr. Faison commented against recommendation of Closed Session (1), item 5. A.
- o Ms. Lovest commented against recommendation of Closed Session (1), item 5. A.
- o Ms. Mataiumu commented against the revision of Consent Calendar, item 7. L., BP/AR 5141.6, *School Health Services*.

B. Comments on non-agenda items:

- o Ms. Mataiumu commented on the attendance policy at Day Creek Intermediate and the supervision of students.
- o Ms. Loof commented on Special Education funding, West End SELPA oversight, and attorneys.
- o Mr. Attwood commented on Special Education and attorneys.
- o Ms. Martinez commented on attorneys defrauding Rancho Cucamonga citizens.

**3. Review/Adopt Agenda and Minutes**

A.\* The Board of Trustees adopted the agenda as amended, excluding Consent Calendar item 7. N., Resolution 1920-02 for CFD No. 1, and Resolution 1920-03, for CFD No. 3. In addition, to move Business and Legal item 8. B., before agenda item 4. Closed Session (1) on a motion by Member Long, seconded by Member Garcia, and carried by a unanimous vote with all members present voting yes.

B.\* The Board of Trustees took action to adopt the minutes of the regular meeting held June 27, 2019, as presented on a motion by Member Long, seconded by Member Cadman, and carried by a unanimous vote with all members present voting yes.

**8. Business and Legal**

B.\*+ After discussion, the Board of Trustees took action to approve the receipt of the Citizens' Bond Oversight Committee Annual Report for 2018/2019 Fiscal Expenditures & Committee Activities on a motion by Member Taylor, seconded by Member Garcia, and carried by a unanimous vote with all members present voting yes. (This item was moved to beginning of Agenda for the July 25, 2019 board meeting.)



\* = Attachment

**4. Closed Session (1)**

The Board of Trustees adjourned to Closed Session (1) at 6:55 p.m. to discuss the following item:

- A. Pupil Personnel Case \*No. 2018-19-09: recommendation regarding student expulsion.
  - \* Education Code sections 35146 and 48918 require closed sessions in these cases in order to prevent the disclosure of confidential student record information.

**5. Reconvene to Open Session (1)**

The Board of Trustees reconvened to Open Session (1) at 8:05 p.m.

- A.\* In Open Session, the Board of Trustees took action to uphold the Administrative Hearing Panel’s recommendation for expulsion for student case# 2018-19-09, on a motion by Member Taylor, seconded by Member Garcia, and carried by a unanimous vote with all members present voting yes, and the Board of Trustees took action to approve Resolution No. 1920-17, regarding Pupil Personnel Case No. 2018-19-09, on a motion by Member Taylor, seconded by Member Garcia, and carried by a unanimous vote with all members present voting yes.

**6. Instruction**

- A.\* After discussion, the Board of Trustees took action to approve the Plan for Communication and Development of 2020-2021 LCAP, as presented on a motion by Member Garcia, seconded by Member Cadman, and carried by a unanimous vote with all members present voting yes.
- B.\* After discussion, the Board of Trustees took action to approve the proposed LCAP Survey revisions as presented on a motion by Member Garcia, seconded by Member Cadman, and carried by a unanimous vote with all members present voting yes.

**7. Consent Calendar**

The Board of Trustees approved the Consent Calendar as amended, excluding Resolution No. 1920-02, for CFD No. 1 and Resolution No. 1920-03, for CFD No. 3 from item 7. N., on a motion by Member Taylor, seconded by Member Cadman, and carried by a unanimous vote with all members present voting yes.

- A.\* Approval of the personnel report which includes appointment, employment, contract renewal, assignment, committee on assignment, transfer, promotion, demotion, resignation, retirement, 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 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, Rancho Etiwanda, Silver Ridge, Coyote Canyon, Henderson, and Victoria Gardens, ratifies the CFD expenditures for the period June 1-30, 2019, per the CFD Transactions Board Report.
- 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 June 1- June 30, 2019.
- D.\* Ratification of the Budget Financial Reports for the period June 1- June 30, 2019.
- 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 of.
- F.\* Acknowledgement by the Governing Board of the Etiwanda School District of the receipt of letters of certification from the following outside contractors verifying clearance of their employees: ACH Mechanical Contractors, Inc., Dugmore & Duncan of California, Inc., Excel Plumbing & Rooter, Inc., River City Testing.
- G.\* Approval of the following donations:

<b>Donated by:</b>	<b>Donation of:</b>	<b>Donated to:</b>
United Way/Simmons Family	Cash	Grapeland Elementary
Shawn Judson	Non-Cash	Etiwanda School District

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

	<b>Consultant/ Contractor/Presenter</b>	<b>Contract Number</b>	<b>Type of Service</b>	<b>Location of Service</b>
1.	River City Testing	ML072519R-01	Special Inspection for Solar Project	Falcon Ridge Elementary
2.	Imagine Learning	DN072519R-01	Professional Learning Workshop	Instruction Department

\* = Attachment

7. **Consent Calendar (continued)**

3.	Art Specialties	WH072519R-01	PBIS Ball Wall Graphics	West Heritage Elementary
4.	Enviroserve-Waste Management	RC072519R-01	Removal of Hazardous Waste	Maintenance/Operations
5.	Communicade, Inc.	JM072519A-01	Translation/ Interpretation Services	Special Ed Department
6.	Art Specialties	HIS072519R-01	PBIS Signage	Heritage Intermediate
7.	Return to Work Partners	RP072519R-01	Consulting Services	Personnel Department
8.	Generation Ready	JJ072519A-01	Professional Learning Services	Instruction Department

I.\* Approval/Ratification of Proposal and Field Contract services under \$59,999 between Etiwanda School District and the following Contractors:

	Consultant/ Contractor/Presenter	Contract Number	Type of Service	Location of Service
1.	Quality Teleservices, Inc.	ML072519R-02	Stage Projector Installation	Etiwanda Intermediate
2.	Dugmore & Duncan of California, Inc.	ML072519R-03	Keyless Entry	Summit Intermediate
3.	Owen Electric, Inc.	ML072519R-04	Conduit for low voltage wiring Projector Project	Etiwanda Intermediate
4.	Baugh Painting	ML072519R-05	Painting doors/gates	East Heritage Elementary
5.	Baugh Painting	ML072519R-06	Painting doors/gates	Summit Intermediate
6.	Baugh Painting	ML072519R-07	Painting doors/gates	Solorio Elementary
7.	Baugh Painting	ML072519R-08	Painting doors/gates	Etiwanda Colony Elementary
8.	Baugh Painting	ML072519R-09	Painting doors/gates	Golden Elementary
9.	Baugh Painting	ML072519R-10	Painting doors/gates	Perdew Elementary
10.	Baugh Painting	ML072519R-11	Painting doors/gates	C.P. Lightfoot Elementary

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.	San Bernardino County District Advocates for Better Schools (SANDABS)	PP072519R-01	Membership Agreement 19/20-0110	Superintendent's Office
2.	Loyola Marymount University	CT072519R-01	Memo of Understanding Teacher Education Intern Credential program	Personnel Department
3.	San Bernardino County Controller/Treasurer/ Tax Collector	PP072619A-02	Collection of Special Taxes, Fees, Assessments Fiscal Year 2019-20	Business Department
4.	EdJoin	CT072519R-02	EdJoin Service Agreement	Personnel Department

K.\* 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	Central Sanitary Supply	NR072519A-01	Modesto City Schools BID # 18-4680	Maintenance/Operations

\* = Attachment

7. **Consent Calendar (continued)**

2	Gold Star Foods	TC072519A-01	BID CNS-2018-19-001 Canned/Dry Goods BID Extension	Child Nutrition
3	P & R Paper Supply Company, Inc.	TC072519R-02	Hemet Unified School District BID #2019-20 Paper	Child Nutrition

L.\* Approval of revisions and/or deletion to the following Board Policies (BP) and Administrative Regulations (AR):

BP 420.4	<i>Charter School Authorization</i>	Revised to include requirements of new laws regarding Charter School transparency and petition requirements, and delete outdated legal citations.
AR 420.4	<i>Charter School Authorization</i>	Revised to reflect new law which requires the charter petition to include plans for development and update of a school safety plan and other minor revisions.
AR 3550	<i>Food Service - Child Nutrition Program</i>	Revised to add section on professional development for Child Nutrition staff as recommended by the Wellness Committee as part of the required triennial review.
AR 4512.3	<i>Oath or Affirmation</i>	Revised to provide verbiage of oath.
EX 4512.3	<i>Oath or Affirmation</i>	Deleted due to oath verbiage being added to the Administrative Regulation (AR) 4512.3.
BP 5117	<i>Interdistrict Attendance</i>	Revised to adjust dates of transfer application window and to clarify District's ability to deny interdistrict transfers, and may allow a student to remain enrolled of the remainder for the school year.
BP 5131.2	<i>Bullying Prevention</i>	Revised to reflect new law - procedures for preventing acts of bullying, including cyberbullying. Defines bullying and examples of behaviors that may constitute bullying and cyberbullying.
AR 5131.2	<i>Bullying Prevention</i>	New AR created incorporated key concepts from old BP 5131.2, defines bullying and examples of behaviors that may constitute bullying and cyberbullying, and availability of CDE training module.
BP 5132	<i>Dress and Grooming</i>	Revise to include prohibition of discrimination enforcement of the dress code and disciplinary action for repeated violations/non-compliance. Key concepts moved to new AR 5132.
AR 5132	<i>Dress and Grooming</i>	New AR includes key concepts formerly in BP 5132 and additional clarification of dress code guidelines, gang related apparel and uniforms.
BP 5141.52	<i>Suicide Prevention</i>	Revised to reflect new law requiring review of policy at least every five years.
AR 5141.52	<i>Suicide Prevention</i>	Revised to reflect new law requiring districts that issue student ID cards, to print specified suicide prevention hotline numbers on cards, and includes additional topics for staff development and response to suicide attempt or threat.
BP 5141.6	<i>School Health Services</i>	Revised to include statement that the District is not obligated to allow students to receive private or specialized services from outside providers during school hours or after school programs.

\* = Attachment

7. **Consent Calendar (continued)**

AR 5141.6	<i>School Health Services</i>	Revised to include statement that the District is not obligated to allow students to receive private or specialized services from outside providers during school hours or after school programs.
BP 5145.11	<i>Students: Questioning and Apprehension</i>	Revised to include section regarding questioning by school officials.
AR 6140	<i>Wellness Policy on Physical Activity and Nutrition</i>	Revised to include recommendations from the Wellness Committee as part of the required triennial review.
BP 6164.2	<i>Guidance/Counseling Services</i>	Revised to include updated description of responsibilities of school counselors.
AR 6164.2	<i>Guidance/Counseling Services</i>	Deleted Categorical program no longer funded.
BP 6172	<i>Gifted and Talented Students</i>	Revised to remove obsolete identification categories.
AR 6172	<i>Gifted and Talented Students</i>	Revised to remove obsolete identification categories.

M.\* Annual review of Board Policies as required by Education Code section 35160.5:

BP 5116.1	<i>Intradistrict Open Enrollment</i>	Revised to clarify District's ability to deny intradistrict transfers, and may allow a student to remain enrolled for the remainder of the school year.
BP 6145	<i>Extracurricular and Co-curricular Activities</i>	No change.

N.\* Approval of 1920-04, 1920-05, 1920-06, 1920-07, 1920-08, 1920-09, 1920-10, 1920-11, 1920-12, 1920-13, 1920-14, 1920-15, 1920-16 and 1920-18 of the Board of Trustees of the Etiwanda School District acting as the legislative body of the community facilities districts (CFD) authorizing the levy of special taxes CFD No. 4, CFD No. 5, CFD No. 6, CFD No. 7, CFD No. 8, CFD No. 9, CFD No. 10, Coyote Canyon Public Facilities CFD 2004-1 Improvement Area 1, Coyote Canyon Public Facilities CFD 2004-1 Improvement Area 2, Henderson Creek Public Facilities CFD 2004-2, Rancho Etiwanda Public Facilities CFD No. 1, Silver Ridge Public Facilities CFD 2001-1, Victoria Gardens Public Facilities Community Facilities District No. 2007-1 and Day Creek Square Public Facilities Community Facilities District No. 2018-1 respectively as amended.

O.\* Approval of the amended job description for: English Language Learner (ELL) Assistant.

P.\* Approval of the Myers-Stevens & Toohey & Co., Inc., Voluntary Student Accident Insurance program agreement and Elementary Competitor's Team Coverage for the 2019-2020 fiscal year.

Q.\* Approval of authorization for the superintendent to approve payment of memberships and affiliations for the 2019-2020 school year including to National Council of Teachers of Mathematics (NCTM).

R.\* Approval of classification of various records as Class 3 (disposable) for the 2014-2015 school year and approval of disposal of these records which have been retained for the legal period of time as per Article 2, Section 16023 through 16028, of Article 5, California Administrative Code:

Record Title	Required Retention	Date Covered	Destroy After Date
Superintendent's Correspondence	3 years	2014 - 2015	July 25, 2019

S.\* Approval to destroy Agendas and Minutes of the Board of Trustees for the 2014-2015 school year. The records have been scanned and will be retained in electronic format. The copies of these Class 1 (permanent) records have been retained for the legal period of time as per Article 2, Section 16023 through 16028, of Article 5, California Administrative Code:

Class	Record Title	Required Hard Copy Retention	Dates Covered	** If Imaged ** Hard Copy Retention - Media Retention
1	<u>Board:</u> Agendas / Minutes	Permanent	July 2014 through June 2015	4 years - permanent

\* = Attachment

7. **Consent Calendar (continued)**

- T.\* Approval of Resolution No. 1920-19 of the Board of Trustees of the Etiwanda School District authorizing the absence of Board Member, David. W. Long, on June 27, 2019, as being acceptable for compensation.
- U.\* Approval of submission of the Quarterly Uniform Complaint Report Summary to the County Office of Education for the period of April 1 – June 30, 2019, pursuant to complaints filed as outlined in District Policy 1312.31 (Williams Settlement).

8. **Business and Legal**

- A.\* Mr. Claflin, assistant superintendent of business services, shared information regarding Resolution No. 1920-01, Intention to Operate a Continuous School program, and that the Board of Trustees usually elects annually to reserve the option to operate a multi-track, year-round education program should it become necessary. He also stated that this annual routine item is necessary for unforeseen circumstances, including, but not limited to; fire or other natural disaster, that could result in one or more school facilities becoming unusable during the specified school year and recommended approval. President Karsch opened the Public Hearing to adopt a resolution of Intent to Operate a Continuous School program at one or more schools for the 2020-2021 school year and asked for any comments from the public. There was no public comment offered and in the absence of any additional written or verbal comments, the public hearing was closed. The Board of Trustees took action to adopt Resolution 1920-01, on a motion by Member Long, seconded by Member Cadman, and carried by a unanimous vote with all members present voting yes.

9. **Superintendent's Presentation**

- A.\* After discussion and Board Self-Evaluation, the Board of Trustees took action to approve the Board Protocols as amended on a motion by Member Cadman, seconded by Member Garcia, and carried by a unanimous vote with all members present voting yes; and the Board of Trustees took action to approve the 2019-2020 Governance Goals as presented on a motion by Member Cadman, seconded by Member Garcia, and carried by a unanimous vote with all members present voting yes.
- B. Superintendent Judson discussed with the Board of Trustees, the idea of having ribbon-cutting ceremonies for medium and large facilities projects and a possible mailer sent to Etiwanda community members to share in the celebrations and to let voters know how the Measure I funds are being utilized.
- C. Superintendent Judson reported the following:
- Cabinet members visited all four middle schools this week to preview their Middle School Transition Programs.
  - This week was the New Teacher Academy and annual bus tour.
  - The Administrator/Leadership Retreat was very successful!
  - Welcomed Damita Walton, new Director of Pupil Services to first Board Meeting.
  - Reminder of the Welcome Back Breakfast on August 1<sup>st</sup> at 7:30 a.m., EIS.
  - Back to School Night events will be starting next week, 3 schools will have events the Friday before school starts.

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

- Board Member Garcia requested the Board explore the possibility of having AED devices on campuses.

11. **Closed Session (2)**

The Board of Trustees adjourned to Closed Session at 9:08 p.m. to discuss the following items:

- A. Conference with Legal Counsel – Existing litigation  
(Government Code 54956.9(d)(1)).  
Case Number 01-1920
- B. Liability Claims (Government Code 54956.95)  
Claimant: A.M.S.  
Agency claimed against: Etiwanda School District
- C. Public Employee Performance Evaluation (Government Code 54957):  
Title: Superintendent



12. **Reconvene to Open Session (2)**

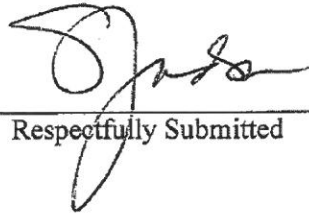
The Board of Trustees reconvened into Open Session at 9:41 p.m.

- A. In Closed Session, the Board of Trustees took action to approve a settlement agreement for case# 01-1920 as presented on a motion by Member Taylor, seconded by member Cadman, and carried by a unanimous vote with all members present voting yes.
- B. In Closed Session, the Board of Trustees took action to reject the claim filed by A.M.S. against the Etiwanda School District, claim number 1819-03 as presented on a motion by Member Taylor, seconded by member Cadman, and carried by a unanimous vote with all members present voting yes.
- C. In Closed Session, the Board of Trustees took action to approve the 2018-2019 Performance Evaluation for the Superintendent as presented on a motion by Member Taylor, seconded by member Long, and carried by a unanimous vote with all members present voting yes.
- D. No further action from Closed Session.

13. **Adjournment**

President Karsch adjourned the meeting at 9:43 p.m. on a motion by Member Taylor, seconded by Member Long, and carried by a unanimous vote with all members present voting yes.

*The next meeting will be held on Thursday, August 8, 2019.*




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Respectfully Submitted




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Adopted

+ At the September 26, 2019 Etiwanda School District Board of Trustees meeting, Business and Legal item, 8.B. for the July 25, 2019 board meeting Minutes were amended to include motion information that was inadvertently omitted.

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Respectfully Submitted

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Adopted

**INTENTIONALLY LEFT BLANK**

**Shawn Judson, Ed.D.**  
Superintendent  
**Douglas M. Clafin**  
Assistant Superintendent of Business Services  
**Terry Embleton**  
Assistant Superintendent of Personnel Services  
**Charlayne Sprague**  
Assistant Superintendent of Instruction/Pupil Services



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

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

To: Board of Trustees  
From: Charlayne Sprague, Assistant Superintendent of Instruction/Pupil Services  
Date: September 26, 2019  
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 Assistant Superintendent recommends approval of Resolution No. 1920-23. All students have the required instructional materials and all conditions for the public hearing have been met.

**Shawn Judson, Ed.D.**  
Superintendent  
**Douglas M. Claflin**  
Assistant Superintendent of Business Services  
**Terry Embleton**  
Assistant Superintendent of Personnel Services  
**Charlayne Sprague**  
Assistant Superintendent of Instruction/Pupil Services



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## **PUBLIC HEARING ANNOUNCEMENT**

### **September 26, 2019**

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 2019-2020 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 be held at 6:30 p.m. on Thursday, September 26, 2019, at the Etiwanda Education Center Board Room located at 6061 East Avenue, Etiwanda.

**ETIWANDA SCHOOL DISTRICT**  
**Resolution No. 1920-23**  
**Regarding Sufficiency of Instructional Materials**

**Whereas**, the governing board of the Etiwanda School District, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on Thursday, September 26, 2019, at 6:30 p.m., which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

**Whereas**, the governing board provided at least 10 days notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

**Whereas**, the governing board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

**Whereas**, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and 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 pupil, including English Learners has a textbook or instructional materials, or both, to use in class and to take home, and;

**Whereas**, between the 2008-09 through the 2019-20 fiscal years, the definition of “sufficient textbooks or instructional materials” also means that all students who are enrolled in the same course within the Etiwanda School District, have standards-aligned textbooks or instructional materials from the same adoption cycle, and;

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

- **Mathematics** – Houghton Mifflin-Harcourt, *Go Math!* (K -5<sup>th</sup> grade), Glencoe, *California Math* (6 – 8 grades)
- **Science** – Houghton Mifflin, *California Science*, Grades (K – 5<sup>th</sup>), 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**, – McGraw Hill, *Wonders* (Grades K – 5), and *StudySync* (Grades 6 – 8)

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

**Therefore, it is resolved** that for the **2019-2020** school year, the Etiwanda School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

**ADOPTED, SIGNED, and APPROVED this 26<sup>th</sup> day of September, 2019**  
**BOARD OF TRUSTEES OF THE ETIWANDA SCHOOL DISTRICT**

Authorized Signature:

\_\_\_\_\_  
President

\_\_\_\_\_  
Clerk

# Program Capacities Review as established by AR 5117 Interdistrict Attendance

**Date:** September 17, 2019

**Trimester:** 1

**Date of data pull:** September 16, 2019 (Special Education Programs)  
September 9, 2019 (General Education Programs)

Based upon program capacities established in AR 5117 the Superintendent or designee may deny initial requests for interdistrict attendance permits due to limited district resources, overcrowding of school facilities at the relevant grade level, or other considerations that are not arbitrary. The following capacity limits are intended to allow room for growth for district residents who enter the program(s) during the school year. Capacity limits are intended to assure resident students receive the appropriate level of assistance from district staff and programs and are not negatively impacted by the admission of nonresident students. A program is considered “overcrowded” if it meets or exceeds the capacity criteria.

**Summary of Current Special Ed. Program Capacity Districtwide Grade TK-8 as of September 16, 2019**

	Resource Specialist Program (RSP)	Special Day Class (SDC)	Basic Skills (Severe)	Speech Services Program	Adaptive Physical Education (APE)	Occupational Therapy Program (OT)
Capacity limit (AR-5117)	20:1	10:1	9:1	50:1	45:1	45:1
# of Students	786	352	42	1212	166	209
# of Staff FTE	36.4	30	4	23.55	2.5	3.8
Current ratio	21.60	11.73	10.5	51.46	66.40	55.00
Space Available	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED

**Summary of Current General Ed. Program Capacity Districtwide Grade TK-8 as of September 9, 2019**

School Site	TK-3 Class Avg.	Space Available (24:1) *(23.00)	4-5 Grade Class Avg.	Space Available (29.3) *(28.30)	6-8 Grade Class Avg.	Space Available (29.3) *(28.30)	Additional Considerations: Facility Limits, Intermediate Matriculation, CSR, Severely Impacted
Caryn	22.47	OPEN (1)	27.71	OPEN (5)			
CP Lightfoot	23.26	CLOSED	29.50	CLOSED			
Golden	23.65	CLOSED	29.00	CLOSED			
Day Creek Int.					30.55	CLOSED	
Colony	21.59	OPEN (K,1,2)	27.67	OPEN (4,5)			
DW Long	23.67	CLOSED	27.90	CLOSED			
Falcon Ridge	22.06	OPEN (1,2)	24.17	OPEN (5)			
Summit Int.					30.19	CLOSED	
Grapeland	22.40	CLOSED#	25.75	CLOSED#			Interm. Matriculation
Perdew	24.15	CLOSED	28.30	CLOSED			Severely Impacted
Terra Vista	23.68	CLOSED	29.10	CLOSED			Severely Impacted
Windrows	22.87	CLOSED#	30.00	CLOSED			Construction/Sev. Impct.
Etiwanda Int.					30.49	CLOSED	Severely Impacted
E. Heritage	23.29	CLOSED	27.71	CLOSED			
W. Heritage	22.74	OPEN (K)	29.63	CLOSED			
Solorio	23.64	CLOSED	29.00	CLOSED			
Heritage Int.					30.95	CLOSED	

\*Per AR 5117, each grade level will be considered at capacity when the average for any grade level span reaches one student below the grade level ratio established by the district.

\*Note: Specific grade levels are indicated above in ( ) for **OPEN** schools.

# - indicates the grade level span is closed due additional considerations:

**Construction**: construction is occurring or is planned for the current school year and impacts student access and movement on campus.

**Class Size Reduction (CSR)**: School has smaller class size reduction rooms that cannot accommodate 24 students.

**Facility Limits**: Limited additional classrooms are available due to current educational programming.

**Intermediate Matriculation**: Facility limits at intermediate schools impact the approval of new interdistrict transfer requests at feeder elementary school sites.

**Severely Impacted**: No additional classroom space is available given current educational programming. In order to ensure resident students who enter during the school year have classroom space and are not displaced by non-district resident students, the following restrictions will exist:

- New interdistrict transfer requests for students who move out of the district during the school year will not be approved.
- New interdistrict transfer requests for siblings of students currently enrolled at the school will not be approved.
- New interdistrict transfer requests for children of district employees may be approved for employees assigned to that school or the designated feeder elementary or intermediate school, based upon space availability.
- New intradistrict transfer requests for students who move out of the school boundaries during the school year will not be approved.
- New intradistrict transfer requests for students who move out of the school boundaries during the school year and whose parent/guardian is a regular employee of the district, may be approved based upon space availability.

**Shawn Judson, Ed.D.**  
 Superintendent  
**Douglas M. Clafin**  
 Assistant Superintendent of Business Services  
**Terry Embleton**  
 Assistant Superintendent of Personnel Services  
**Charlayne Sprague**  
 Assistant Superintendent of Instruction/Pupil Services



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To: Shawn Judson  
 From: Terry Embleton  
 Re: Personnel Report  
 Date: September 13, 2019

Please place the following personnel report on the Board Agenda for ratification at the meeting September 26, 2019.

**I. Classified**

<u>Resignation</u>	<u>Position</u>	<u>Date</u>
Lanyin Bailis	Instructional Aide	9/13/2019
Ivonne Franco	Child Care Assistant	9/13/2019
Drochelle Grant	Health Service Technician	9/6/2019
Cameron Liska	Instructional Aide	9/13/2019
Jennifer Olauson	Child Care Assistant	9/26/2019
Charlene Trost	Instructional Aide	9/6/2019

**II. Classified**

<u>Increase of Hours</u>	<u>Position</u>	<u>Date</u>
Carissa Macias	Child Care Assistant (from 2 to 3.5 hrs./day)	9/16/2019
Martha Sanchez	Child Care Assistant (from 3 to 5 hrs./day)	9/16/2019
Brenda Villalobos	Child Care Assistant (from 3 to 5 hrs./day)	9/16/2019
Claudia Vega	Child Care Assistant (from 3 to 5 hrs./day)	9/16/2019

**III. Classified**

<u>Appointment</u>	<u>Position</u>	<u>Classified Salary Schedule</u>	<u>Date</u>
Suzanne Hood	Child Care Assistant	Step 1 54b	9/16/2019
Jole' Hunter	Child Care Assistant	Step 1 54b	9/16/2019
Kristen Leese	Child Care Assistant	Step 1 54b	9/16/2019
Leticia Marquez	Clerk Typist II	Step 5 61a	9/16/2019

- Tentative placement based upon final verification of experience



**IV. Classified Short-Term Substitute Employees:**

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

Effective – 9/27/2019 – 5/21/2020

John Aquino 4	Elizabeth Bracamontes 5	Garnet Brown 4	Meaghan Carrasco 6
Anayeli Davalos Rodriguez 6	Lisa Dearden 2	Raeline Duran 13	Jose Favela 4
Tracy Fields 13	Laquita Franco 6	Sasha Hadad 6	Matthew Harris 9
Suzanne Hood 2	Kalynn Maldonado 13	Angela Martinez 6	Alexander Mejia 13
Guisela Ortiz 1	Anastacia Pletcher 6	Jennifer Ramirez 6	Roxana Ramirez 6
Danielle Ruiz 5	Katie Ruiz 6	Alexis Santiago 9	Emmily Slaughter 6
Maria Somoza 6	Rocio Teran 13	Oralia Valdez 6	

**V. Certificated Substitute Employees:**

Saline Bacallao	Raelin Duran	Shannon Le Bea-Pelka
Richard Deaver	Lindsay Grant	Gillian Palacio

**Shawn Judson, Ed.D.**  
Superintendent  
**Douglas M. Claflin**  
Assistant Superintendent of Business Services  
**Terry Embleton**  
Assistant Superintendent of Personnel Services  
**Charlayne Sprague**  
Assistant Superintendent of Instruction/Pupil Services



**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](http://www.etiwanda.k12.ca.us)  
(909) 899-2451 FAX (909) 899-9521

TO: Shawn Judson  
FROM: Douglas M. Claflin  
RE: Report of Fingerprint Certification  
DATE: September 6, 2019

Please place the following Report of Fingerprint Certification on the Board Agenda for ratification during the meeting of September 26, 2019:

1. **\*ConvergeOne**  
(Clearance for Michael Pierpoint / Nicholas Victorino)
2. Sarah Patterson (CERASART)
3. Premier Healthcare Services, LLC
4. **\*STB Landscape Architects, Inc.**  
(Clearance for Charles H. Rothenberger)

\* Denotes addition of new employee(s)



September 9, 2019

Members of the Governing Board  
Etiwanda School District  
6061 East Avenue  
Etiwanda, CA 91739

Re: Certification Requirements Pursuant to Education Code Section 45125.1

To Whom It May Concern

This is to confirm the following individuals have undergone background checks as specified in Education Code section 45125.1:

- Michael Pierpont
- Nicholas Victorino

Based on the Live Scan fingerprint search of records, there is no information meeting dissemination criteria pursuant to California Law, the above team members' reports are clear and satisfactory.

Should you need additional information, please feel free to contact our team directly at [HROperations@convergeone.com](mailto:HROperations@convergeone.com) or 651-796-6442.

Thank you.

A handwritten signature in black ink, appearing to read 'Danielle Yannotti'.

**Danielle Yannotti**  
HR Operations Specialist  
[HROperations@convergeone.com](mailto:HROperations@convergeone.com)

10900 Nesbitt Avenue South  
Bloomington, MN 55437

**T** 800.431.1335  
**W** [convergeone.com](http://convergeone.com)

**FINGERPRINT REQUIREMENTS**

Name of Consultant/Lecturer/Presenter/Contractor:

SARAH PATTERSON / CERASATT

Address: 10869 Hillside Road City: Rancho Cucamonga Zip 91737

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

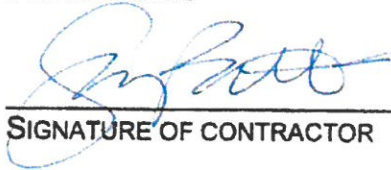
Pursuant to your request, my company has completed the requirements of Education Code Section 45125.1, and do hereby make the following written certifications to the Governing Board of the Etiwanda School District:

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.

CONTRACTOR:

SARAH PATTERSON

Printed Name



AUG 26 2019

SIGNATURE OF CONTRACTOR

# EXHIBIT A

AUG 26 2019

## LIST OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS

Sarah Patterson

## FINGERPRINT REQUIREMENTS

Name of Agency: Premier Healthcare

Address: 650 E Hospitality Ln #100 City: San Bernardino Zip: 92408

Attention: Members of the Governing Board  
Etiwanda School District  
6061 East Avenue  
Etiwanda, CA 91739


Re: Certification Requirements Pursuant to California Education Code Section 45125.1

Pursuant to your request, my company has completed the requirements of California 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 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.
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 California Education Code Section 45125.1.

**AGENCY CERTIFICATION:**

Neal McDowell  
PRINTED NAME (Authorized Representative)

  
SIGNATURE OF AGENCY (Authorized Representative)

8/30/19  
DATE

# EXHIBIT A

AUG 30 2019

## LIST OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS

Lisa Gutierrez - LYN  
Sonya Williams - LYN



Attention: Members of the Governing Board  
Etiwanda School District  
6061 East Avenue  
Etiwanda, CA 91739

September 3, 2019

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.

Sincerely,

Shawn T. Burch, President  
R.L.A. 2725

15 SOUTH 5TH STREET  
REDLANDS, CALIFORNIA 92373  
PH 909.798.7490 FAX 909.307.8235  
CA LIC. NO. 2725 NV LIC. NO. 466

LOW VOLTAGE LIGHTING

LANDSCAPE ARCHITECTURE IRRIGATION CONSULTANTS WATER FEATURE DESIGNS





EXHIBIT A

LIST OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS:

- Charles H. Rothenberger, Project Manager for ST<sup>B</sup>N Landscape Architects, Inc.

15 SOUTH 5TH STREET  
REDLANDS, CALIFORNIA 92373  
PH 909.798.7490 FAX 909.307.8235  
CA LIC. NO. 2725 NV LIC. NO. 466

LOW VOLTAGE LIGHTING

LANDSCAPE ARCHITECTURE IRRIGATION CONSULTANTS WATER FEATURE DESIGNS

## 5123 Promotion/Acceleration/Retention

The Governing Board expects students to progress through each grade level within one school year. Toward this end, instruction shall be designed to accommodate the variety of ways that students learn and provide strategies for addressing academic deficiencies as needed.

Students shall progress through the grade levels by demonstrating growth in learning and meeting grade-level standards of expected student achievement.

When high academic achievement is evident, the Superintendent or designee may recommend a student for acceleration into a higher grade level. The student's maturity level shall be taken into consideration in making a determination to accelerate a student.

Teachers shall identify students who should be retained or who are at risk of being retained at their current grade level as early as possible in the school year and as early in their school careers as practicable. Such students shall be identified at the following grade levels:

1. Between grades Kindergarten and 1
2. Between grades 1 and 2
3. Between grades 2 and 3
4. Between grades 3 and 4
5. Between grades 4 and 5
6. Between the end of the intermediate grades and the beginning of the middle school grades
7. Between the end of the middle school grades and the beginning of the high school grades

Students shall be identified for retention on the basis of failure to meet minimum levels of proficiency, as indicated by grades and the following additional indicators of academic achievement:

- California Assessment of Student Performance and Progress (CAASPP)
- District literacy assessment
- District writing assessment
- District math assessment
- Teacher assessments
- Other influencing factors

### **5123 Promotion/Acceleration/Retention (continued)**

Students between grades Kindergarten through 3 shall be identified primarily on the basis of their level of proficiency in reading. Proficiency in reading, English language arts and mathematics shall be the basis for identifying students between grades 4 and 5, between intermediate and middle school grades, and between middle school grades and high school grades.

If a student does not have a single regular classroom teacher, the Superintendent or designee shall specify the teacher(s) responsible for the decision to promote or retain the student. (Education Code 48070.5)

The teacher's decision to promote or retain a student may be appealed in accordance with AR-5123 Promotion/Acceleration/Retention.

When a student is recommended for retention or is identified as being at risk for retention, the Superintendent or designee shall offer an appropriate program of remedial instruction to assist the student in meeting grade-level expectations. (Education Code 48070.5)

REVISOR

## 5123 Promotion/Acceleration/Retention

The Governing Board expects students to progress through each grade level within one school year. ~~To accomplish~~ Toward this end, instruction ~~should~~ shall be designed to accommodate the variety of ways that ~~children~~ students learn and ~~include~~ provide strategies for addressing academic deficiencies ~~when~~ as needed.

Students shall progress through the grade levels by demonstrating growth in learning and meeting grade-level standards of expected student achievement.

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Teachers shall identify students who should be retained or who are at risk of being retained at their current grade level as early as possible in the school year and as early in their school careers as practicable. Such students shall be identified at the following grade levels: (~~Education Code 48070.5~~)

- ~~1.~~ 1. Between grades Kindergarten and 1
- ~~2.~~ 2. Between grades 1 and 2
- ~~1.3.~~ 3. Between grades 2 and 3
- ~~2.4.~~ 4. Between grades 3 and 4
- ~~3.5.~~ 5. Between grades 4 and 5
- ~~4.6.~~ 6. Between the end of the intermediate grades and the beginning of the middle school grades
- ~~5.7.~~ 7. Between the end of the middle school grades and the beginning of the high school grades

Students shall be identified for retention on the basis of failure to meet minimum levels of proficiency, as indicated by grades and the following additional indicators of academic achievement:

- California Assessment of Student Performance and Progress (CAASPP)
- District literacy assessment;
- District writing assessment;
- District math assessment;
- Teacher assessments; ~~and~~
- ~~Other influencing factors.~~

### 5123 Promotion/Acceleration/Retention (continued)

Students between grades ~~2 and Kindergarten through 3 and grades 3 and 4~~ shall be identified primarily on the basis of their level of proficiency in reading. Proficiency in reading, English language arts and mathematics shall be the basis for identifying students between grades 4 and 5, between intermediate and middle school grades, and between middle school grades and high school grades. (~~Education Code 48070.5~~)

If a student does not have a single regular classroom teacher, the Superintendent or designee shall specify the teacher(s) responsible for the decision to promote or retain the student. (Education Code 48070.5)

The teacher's decision to promote or retain a student may be appealed in accordance with AR ~~5123~~ Promotion/Acceleration/Retention.

When a student is recommended for retention or is identified as being at risk for retention, the Superintendent or designee shall offer an appropriate program of remedial instruction to assist the student in meeting grade-level expectations. (Education Code 48070.5)

## **6179 Supplemental Instruction**

The Governing Board recognizes that high-quality supplemental instruction can motivate and support students to attain grade-level academic standards, overcome academic deficiencies, and/or acquire critical skills. The district shall offer programs of direct, systematic, and intensive supplemental instruction to meet student needs. Supplemental instruction shall be offered in accordance with law and may be used to assist the district in meeting its goals for student achievement.

Supplemental instruction may be offered during and outside the regular school day, including during the summer, before school, after school, on Saturday, and/or during intersessions. When supplemental instruction is offered during the regular school day, it shall not supplant the student's instruction in the core curriculum areas or physical education.

As appropriate, supplemental instruction may be provided through a classroom setting, individual or small group instruction, technology-based instruction, and/or an arrangement with a community or other external service provider.

When determined to be necessary by the principal or designee, a student may be required to participate in supplemental instruction outside the regular school day. In such cases, written parent/guardian consent shall be obtained for the student's participation.

Supplemental instruction shall be offered to students in grades 2-8 who have been retained or recommended for retention at their current grade level. (Education Code 48070.5)

In addition, supplemental instruction may be offered to students who demonstrate academic deficiencies that may jeopardize their attainment of academic standards.

Board Approved Revision: September 26, 2019  
Board Approved Revision: December 15, 2016  
Board Approved Revision: November 8, 2012 (CN)  
Board Approved Revision: February 11, 2010  
Board Approved Revision: October 11, 2007  
Board Approved: August 19, 2004  
Effective Date: August 19, 2004

## 6179 Supplemental Instruction

The Governing Board recognizes that high-quality supplemental instruction can motivate and support students to attain grade-level academic standards, overcome academic deficiencies, and/or acquire critical skills. The district shall offer programs of direct, systematic, and intensive supplemental instruction to meet student needs. Supplemental instruction shall be offered in accordance with law and may be used to assist the district in meeting its goals for student achievement.

Supplemental instruction may be offered during and outside the regular school day, including during the summer, before school, after school, on Saturday, and/or during intersessions. When supplemental instruction is offered during the regular school day, it shall not supplant the student's instruction in the core curriculum areas or physical education.

As appropriate, supplemental instruction may be provided through a classroom setting, individual or small group instruction, technology-based instruction, and/or an arrangement with a community or other external service provider.

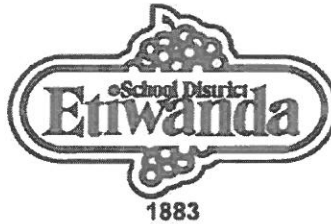
When determined to be necessary by the principal or designee, a student may be required to participate in supplemental instruction outside the regular school day. In such cases, written parent/guardian consent shall be obtained for the student's participation.

Supplemental instruction shall be offered to students in grades 2-8 who have been retained or recommended for retention at their current grade level. (Education Code 37252.2, 48070.5)

~~The district shall offer alternative supports designed to increase the academic achievement of socioeconomically disadvantaged students attending schools identified by the California Department of Education for program improvement for two or more consecutive years.~~

In addition, supplemental instruction may be offered to students who demonstrate academic deficiencies that may jeopardize their attainment of academic standards.

**Shawn Judson, Ed.D.**  
 Superintendent  
**Douglas M. Claflin**  
 Assistant Superintendent of Business Services  
**Terry Embleton**  
 Assistant Superintendent of Personnel Services  
**Charlayne Sprague**  
 Assistant Superintendent of Instruction/Pupil Services



**Board of Trustees**  
 Brynna Cadman  
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 Mondri M. Taylor

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

**MEMORANDUM**

**To:** Shawn Judson, Ed.D., Superintendent  
**From:** Charlayne Sprague, Assistant Superintendent of Instruction/Pupil Services  
 Michele Stewart, Fiscal Technician  
**Re:** Donations  
**Subject:** Board Meeting: September 26, 2019

Donated by	Item(s)	Donated to	Approximate or Actual Value
Union Pacific/Kevin Garcia	Cash	Caryn Elementary	\$ 2,094.72
New York Life Foundation	Cash	Caryn Elementary	\$ 500.00
Islands Restaurant	Cash	Caryn Elementary	\$ 291.00
Caryn Elementary PTA	Cash	Caryn Elementary	\$ 5,000.00
Kroger	Cash	Caryn Elementary	\$ 165.52
Friends of Lightfoot PTO	Cash	C.P. Lightfoot Elementary	\$ 8,500.00
Edison International/Keith Larson	Cash	Summit Intermediate	\$ 200.00
Wells Fargo Your Cause/Christian Campos	Cash	Summit Intermediate	\$ 175.00
Wells Fargo Your Cause/Christian Campos	Cash	Summit Intermediate	\$ 175.00





## DONATION FORM Cash

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

Submitted by Karen Ferns Date 9/3/2019

School/Department Caryn Elementary Date Approved \_\_\_\_\_

Donated to Caryn Elementary

Donated by Union Pacific FFEG Charity Custodial Account

Contact Name Kevin Garcia (Parent at Caryn) 5822 San Fernando Pl. Rancho Cucamonga 91739

Address 1950 Roland Clark Pl. Suite 300

Reston, VA 20191

Phone number \_\_\_\_\_ Email \_\_\_\_\_

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

DESCRIPTION OF HOW FUNDS WILL BE USED	CHECK#	AMOUNT	COMMENTS	OBJECT CODE TO DEPOSIT INTO
Instructional Supplies	5178	2094.72		01-0000-0-
				1110-1000-
				4310-006-
				DONA

Revised 2.28.17



## DONATION FORM Cash

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

Submitted by Karen Ferns Date 9/4/2019

School/Department Caryn Elementary Date Approved \_\_\_\_\_

Donated to Caryn Elementary

Donated by New York Life Foundation

Contact Name Lisa Baker (5554 Morning Canyon Way, Rancho Cucamonga, CA 91737)

Address 51 Madison Ave.

New York, NY 10010

Phone number \_\_\_\_\_ Email \_\_\_\_\_

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

DESCRIPTION OF HOW FUNDS WILL BE USED	CHECK#	AMOUNT	COMMENTS	OBJECT CODE TO DEPOSIT INTO
Instructional Supplies	0019988431	\$500.	Grief Sensitive	01-0000-0
			School	1110-1000-
				4310-006-
				DONA



## DONATION FORM Cash

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

Submitted by Karen Ferns Date 9/3/2019

School/Department Caryn Elementary Date Approved \_\_\_\_\_

Donated to Caryn Elementary

Donated by Islands Restaurant

Contact Name Rancho Cucamonga Islands

Address 5750 Fleet Street, Suite 120

Carlsbad, CA 92008

Phone number (760) 268-1800 Email \_\_\_\_\_

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

DESCRIPTION OF HOW FUNDS WILL BE USED	CHECK#	AMOUNT	COMMENTS	OBJECT CODE TO DEPOSIT INTO
Instructional Supplies	391151	291.00		01-0000-0-
				1110-1000-
				4310-006-
				DONA



## DONATION FORM Cash

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

Submitted by Karen Ferns Date 9/3/2019

School/Department Caryn Elementary Date Approved \_\_\_\_\_

Donated to Caryn Elementary

Donated by Caryn Elementary PTA

Contact Name C/O Caryn Elementary

Address \_\_\_\_\_

Phone number \_\_\_\_\_ Email \_\_\_\_\_

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

DESCRIPTION OF HOW FUNDS WILL BE USED	CHECK#	AMOUNT	COMMENTS	OBJECT CODE TO DEPOSIT INTO
Instructional Supplies	5690	5000.00	for new Library	01-0000-0-
				1110-1000-
				4310-006-
				DONA

Revised 2.28.17



## DONATION FORM Cash

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

Submitted by Karen Ferns Date 9/3/2019

School/Department Caryn Elementary Date Approved \_\_\_\_\_

Donated to Caryn Elementary

Donated by Kroger

Contact Name Ralphs Grocert Company

Address 1014 Vine Street

Cincinnati, OH 45202

Phone number \_\_\_\_\_ Email \_\_\_\_\_

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

DESCRIPTION OF HOW FUNDS WILL BE USED	CHECK#	AMOUNT	COMMENTS	OBJECT CODE TO DEPOSIT INTO
Instructional Supplies	7337203	165.52		01-0000-0-
				1110-1000-
				4310-006-
				DONA

Revised 2.28.17



DONATION FORM
Cash

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

Submitted by Stephanie Thomas Date 8/27/19

School/Department Lightfoot PTO Date Approved

Donated to CP. Lightfoot

Donated by Friends of Lightfoot PTO

Contact Name Stephanie Thomas

Address 6989 Kenyon Way

Alta Loma, CA 91701

Phone number 909-989-6120 Email cplightfootpto@gmail.com

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

Table with 5 columns: DESCRIPTION OF HOW FUNDS WILL BE USED, CHECK#, AMOUNT, COMMENTS, OBJECT CODE TO DEPOSIT INTO. Row 1: MUSIC program, 5157, \$8500.00, DONA

Revised 2.28.17



## DONATION FORM Cash

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

Submitted by Kristin Ledesma Date 9/6/19

School/Department Summit Intermediate Date Approved \_\_\_\_\_

Donated to Summit Intermediate

Donated by Mr. Keith Larson (Donation match - Employer, Edison International)

Contact Name Mr. Keith Larson

Address 13825 Soledad Way  
Etiwanda, CA 91739

Phone number (909) 240-5545 Email keith.larson@yahoo.com

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

DESCRIPTION OF HOW FUNDS WILL BE USED	CHECK#	AMOUNT	COMMENTS	OBJECT CODE TO DEPOSIT INTO
Total Donation \$200.00 (Split)				
Instructional Supplies	1420030643	\$100.00		DONA
Band Donation	1420030643	\$100.00		DONA

Revised 2.28.17



## DONATION FORM Cash

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

Submitted by Kristin Ledesma Date 8/27/19

School/Department Summit Intermediate Date Approved \_\_\_\_\_

Donated to Summit Intermediate

Donated by Mr. Christian Campos

Contact Name Mr. Christian Campos

Address 6080 Medinah Street

Fontana, CA 92336

Phone number (909) 428-6035 Email christiancampos@sbcglobal.net

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

DESCRIPTION OF HOW FUNDS WILL BE USED	CHECK#	AMOUNT	COMMENTS	OBJECT CODE TO DEPOSIT INTO
Instructional Supplies	1000240750	\$175.00		DONA

Revised 2.28.17





## DONATION FORM Cash

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

Submitted by Kristin Ledesma Date 8/23/29

School/Department Summit Intermediate Date Approved \_\_\_\_\_

Donated to Summit Intermediate

Donated by Mr. Christian Campos

Contact Name Mr. Christian Campos

Address 6080 Medinah Street

Fontana, CA 92336

Phone number (909) 428-6035 Email \_\_\_\_\_

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

DESCRIPTION OF HOW FUNDS WILL BE USED	CHECK#	AMOUNT	COMMENTS	OBJECT CODE TO DEPOSIT INTO
Instructional Supplies	1000234709	\$175.00		DONA

Revised 2.28.17

SIS092619R-01

### Etiwanda School District

#### CONTRACT FOR CONSULTANT LECTURER PRESENTER OR CONTRACTOR SERVICES

Type of service: Contractor      Originating School or Department: 303 Summit Intermediate      Date: 8/27/19  
 Name of Consultant Lecturer Presenter Contractor: Ronald Bourn      Social Security Number: 557-33-2066  
 Name of Firm or Business: DJ a Last      Taxpayer I.D. No. (for 1099): \_\_\_\_\_  
 Address: 8334 Paisley Lane      City: Fontana      Zip: 92335

**Background and qualifications of Consultant Lecturer Presenter Contractor.**

DJ services for school dances and other related school-sponsored events for the 19-20 school year.

When the named consultant lecturer presenter contractor or any person in their employment will have or has the potential to have unsupervised contact with students **FINGER PRINT CLEARANCE IS REQUIRED**. Check item 16 on this contract and obtain the necessary paperwork from the Business Services Department.

BY SIGNING THIS I ACKNOWLEDGE FINGER PRINT CLEARANCE IS REQUIRED.

Signature of Principal or Department Head \_\_\_\_\_ Date \_\_\_\_\_

BY SIGNING THIS I ACKNOWLEDGE FINGER PRINT CLEARANCE IS NOT REQUIRED.

*Kristen Beals* \_\_\_\_\_ 8/28/19  
Signature of Principal or Department Head \_\_\_\_\_ Date \_\_\_\_\_

#### Agreement for Professional Services

*THIS AGREEMENT* is made and entered into this 27 day August, 20 19 by and between the Etiwanda School District, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "District"), and Ronald Bourn DBA DJ a Last (hereafter "Contractor").

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, it is mutually agreed by the parties hereto as follows:

1. **EMPLOYMENT OF CONTRACTOR**. The District hereby engages Contractor, and contractor agrees to perform the professional services as hereinafter set forth.
2. **TERM OF AGREEMENT**. The term of this Agreement shall be for the period commencing on this 27 day August, 20 19 through 21 day May, 20 20, inclusive; or, services shall be provided on the following dates, \_\_\_\_\_.
3. **COMPENSATION**. The District agrees to pay Contractor the amount of \$1,150.00 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. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.
  - (a) DISTRICT will pay no additional amount for travel or other expenses of CONTRACTOR under this Agreement unless specified below. Should travel or other expenses be specified below, CONTRACTOR shall be entitled to the lesser amount of (1) the not to exceed amount stated, or (2) the actual amount expended. Supporting documentation for the authorized travel or other expenses shall be attached to the invoice when submitted.
  - (b) If this Agreement is with an individual consultant, CONTRACTOR will specify on the invoice whether or not CONTRACTOR is a retired member of the California State Teacher's Retirement System (STRS) or the California Public Employees Retirement System (PERS).
  - (c) DISTRICT will not withhold any federal or state income tax for payment made pursuant to this Agreement, but will provide CONTRACTOR with a statement of earnings at the end of each calendar year. CONTRACTOR is hereby advised that such statement of earnings shall, if required, be provided to the Internal Revenue Service and the State 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)

DJ Services to be provided at the following school events: Welcome Back Dance 9/5/19 (\$150.00); Halloween Dance 10/31/19 (\$150.00); Holiday Dance 12/12/19 (\$150.00); Spring Dance 3/12/20 (\$150.00); Open House 4/15/20 (\$200); 6th Grade Dance 4/30/20 (\$150.00); and 8th Grade Dance 5/15/20 (\$200.00)

5.  PER THE ATTACHED exhibit(s)  TECHNOLOGY SERVICES AGREEMENT REQUIRED
6. ADMINISTRATOR OF AGREEMENT. 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:  
 For District: Attention: Doug Claffin  
 Etiwanda School District  
 6061 East Avenue  
 Etiwanda, California 91739  
 For Contractor: Attention: Ron Boum  
 DJ@Last  
 8334 Paisley Lane  
 Fontana, CA 92335
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. WORKER'S COMPENSATION. 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. ASSIGNMENT AND EMPLOYEE BENEFITS. 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 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. 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. USE OF MATERIALS. Contractor shall advise District of any and all materials used, or recommended for use by Contractor in the performance of this Agreement, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and as a result of the use of any programs or materials developed or used by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirement, Contractor agrees to indemnify, defend and hold harmless, the District against any action or claim brought by the copyright holder.
12. 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 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, presentation or work, Sexual Abuse Injury or Molestation insurance coverage not less than \$3,000,000. Both General Liability and Sexual Abuse Injury and Molestation coverages will name the DISTRICT as additional insured.
13. TERMINATION FOR CAUSE OR CONVENIENCE. 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. ATTORNEYS FEES. If suit is brought by either party to this Agreement to enforce any of its terms, the losing party shall pay the prevailing party all litigation expenses incurred, including attorney's fees, court costs, expert witness fees, and investigation expenses.
15. VARIATIONS OR VARIANCE. 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 CONTRACTOR  
 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. ASSIGNMENT OF CONTRACT. 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.

CONTRACTOR:

RONALD BOURN  
Printed Name

Ronald Bourn \_\_\_\_\_ 8-28-19  
Signature of Contractor Date

ETIWANDA SCHOOL DISTRICT

[Signature] \_\_\_\_\_ 9/12/19  
Signature of Superintendent/Designee Date

**DOUGLAS M. CLAFLIN  
ASSISTANT SUPERINTENDENT  
OF BUSINESS SERVICES**

DN092619A-01

# Etiwanda School District

## CONTRACT FOR CONSULTANT / LECTURER / PRESENTER OR CONTRACTOR SERVICES

Type of service: Consultant      Originating School or Department: Instruction Department      Date: 9/26/2019

Name of Consultant/Lecturer/Presenter/Contractor: Heinemann Professional Development      Social Security Number: \_\_\_\_\_

Name of Firm or Business: Heinemann Professional Development      Taxpayer I.D. No. (for 1099): \_\_\_\_\_

Address: 361 Hanover Street      City: Portsmouth, NH      Zip: 03801

Background and qualifications of Consultant/Lecturer/Presenter/Contractor:

<p>When the named consultant/lecturer/presenter/contractor or any person in their employment will have or has the potential to have unsupervised contact with students <b>FINGER PRINT CLEARANCE IS REQUIRED</b>. Check item 16 on this contract and obtain the necessary paperwork from the Business Services Department.</p> <p><input type="checkbox"/> BY SIGNING THIS I ACKNOWLEDGE FINGER PRINT CLEARANCE IS REQUIRED:</p>	
<p>_____ Signature of Principal or Department Head</p>	<p>_____ Date</p>
<p><input checked="" type="checkbox"/> BY SIGNING THIS I ACKNOWLEDGE FINGER PRINT CLEARANCE IS NOT REQUIRED:</p>	
<p><i>Jannic Santarzi</i> Signature of Principal or Department Head</p>	<p><u>8-30-19</u> Date</p>

### Agreement for Professional Services

THIS AGREEMENT is made and entered into this 26 day September, 20 19 by and between the Etiwanda School District, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "District"), and Heinemann Professional Development, (hereafter "Contractor").

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, it is mutually agreed by the parties hereto as follows:

1. **EMPLOYMENT OF CONTRACTOR:** The District hereby engages Contractor, and contractor agrees to perform the professional services as hereinafter set forth.
2. **TERM OF AGREEMENT:** The term of this Agreement shall be for the period commencing on this 1 day November 20 19 through 1 day November, 20 19, inclusive; or, services shall be provided on the following dates, \_\_\_\_\_.
3. **COMPENSATION:** The District agrees to pay Contractor the amount of \$3,400.00 for the performance of all services rendered pursuant to this Agreement. Payments will be made within 30 days, dependent on County audit status, upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.
  - (a) DISTRICT will pay no additional amount for travel or other expenses of CONTRACTOR under this Agreement unless specified below. Should travel or other expenses be specified below, CONTRACTOR shall be entitled to the lesser amount of (1) the not to exceed amount stated, or (2) the actual amount expended. Supporting documentation for the authorized travel or other expenses shall be attached to the invoice when submitted.
  - (b) If this Agreement is with an individual consultant, CONTRACTOR will specify on the invoice whether or not CONTRACTOR is a retired member of the California State Teacher's Retirement System (STRS) or the California Public Employees Retirement System (PERS).
  - (c) DISTRICT will not withhold any federal or state income tax for payment made pursuant to this Agreement, but will provide CONTRACTOR with a statement of earnings at the end of each calendar year. CONTRACTOR is hereby advised that such statement of earnings shall, if required, be provided to the Internal Revenue Service and the State 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)

Guided Reading Seminar

5.  PER THE ATTACHED: exhibit(s)       TECHNOLOGY SERVICES AGREEMENT REQUIRED
6. ADMINISTRATOR OF AGREEMENT: 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:  
For District: Attention: Doug Clafin  
Etiwanda School District  
6061 East Avenue  
Etiwanda, California 91739  
For Contractor: Attention: Heinemann Professional Development  
361 Hanover Street  
Portsmouth, NH 03801
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. WORKER'S COMPENSATION: 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. ASSIGNMENT AND EMPLOYEE BENEFITS: 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 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. 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. USE OF MATERIALS: Contractor shall advise District of any and all materials used, or recommended for use by Contractor in the performance of this Agreement, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and as a result of the use of any programs or materials developed or used by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirement, Contractor agrees to indemnify, defend and hold harmless, the District against any action or claim brought by the copyright holder.
12. 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 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, presentation or work, Sexual Abuse Injury or Molestation insurance coverage not less than \$3,000,000. Both General Liability and Sexual Abuse Injury and Molestation coverages will name the DISTRICT as additional insured.
13. TERMINATION FOR CAUSE OR CONVENIENCE: 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. ATTORNEY'S FEES: If suit is brought by either party to this Agreement to enforce any of its terms, the losing party shall pay the prevailing party all litigation expenses incurred, including attorney's fees, court costs, expert witness fees, and investigation expenses.
15. ALTERATIONS OR VARIANCE: 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. ASSIGNMENT OF CONTRACT: 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.

CONTRACTOR:

Cherie Bartlett

Printed Name

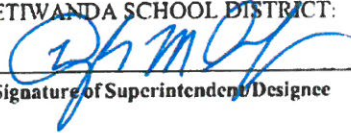


Signature of Contractor

Date

9/9/19

ETIWANDA SCHOOL DISTRICT:



Signature of Superintendent/Designee

Date

9/26/19

DOUGLAS M. CLAFLIN  
ASSISTANT SUPERINTENDENT  
OF BUSINESS SERVICES

# Proposal

Date: August 29, 2019

To:  
 Jeannie Tavolazzi  
 Etiwanda School District  
 6061 East Ave.  
 Etiwanda, CA 91739

From:  
 Gina Cullen  
 Fountas & Pinnell On-site PD Specialist  
 Phone: 800-541-2086 ext. 1124



361 Hanover Street • Portsmouth, NH 03801

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

Professional Development Support			
Proposed Service	Description	Proposed Dates	Pricing
<i>Guided Reading</i> Professional Learning Day	1 day on-site school based seminar covering <i>Guided Reading</i> <ul style="list-style-type: none"> <li>• 20 participants</li> <li>• 20 <i>Guided Reading 2E</i> included</li> </ul> Cost is all-inclusive, covering consultant's per diem fees, all related travel expenses, plus cost of production, shipping, and handling of simulation materials.	November 1, 2019	\$3,400.00
This quote is valid for 60 days	<b>QUOTE REFLECTS DISCOUNTED PRICING FOR LOCAL CONSTULANT</b>	<b>Total Estimated Cost</b>	<b>\$3,400.00</b>

This is a quote only, not a contract.

6020926192-01

# Etiwanda School District

## CONTRACT FOR CONSULTANT / LECTURER / PRESENTER OR CONTRACTOR SERVICES

Type of service:  Presenter  Originating School or Department: 013 Golden Elementary Date: 8-8-19

Name of Consultant/Lecturer/Presenter/Contractor: Joel Green Social Security Number: \_\_\_\_\_

Name of Firm or Business: History Brought to Life Taxpayer I.D. No. (for 1099): \_\_\_\_\_

Address: P.O. Box 1654 City: Rancho Cucamonga Zip: 91729

Background and qualifications of Consultant/Lecturer/Presenter/Contractor:

\_\_\_\_\_

When the named consultant/lecturer/presenter/contractor or any person in their employment will have or has the potential to have unsupervised contact with students **FINGER PRINT CLEARANCE IS REQUIRED**. Check item 16 on this contract and obtain the necessary paperwork from the Business Services Department.

BY SIGNING THIS I ACKNOWLEDGE FINGER PRINT CLEARANCE IS REQUIRED:

Signature of Principal or Department Head \_\_\_\_\_ Date \_\_\_\_\_

BY SIGNING THIS I ACKNOWLEDGE FINGER PRINT CLEARANCE IS NOT REQUIRED:

Signature of Principal or Department Head \_\_\_\_\_ Date 8/12/19

### Agreement for Professional Services

*THIS AGREEMENT* is made and entered into this 8 day August, 20 19 by and between the Etiwanda School District, located at 6061 East Avenue, Etiwanda, California, 91739, (hereafter "District"), and Joel Green/History Brought to Life, (hereafter "Contractor").

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, it is mutually agreed by the parties hereto as follows:

1. **EMPLOYMENT OF CONTRACTOR:** The District hereby engages Contractor, and contractor agrees to perform the professional services as hereinafter set forth.
2. **TERM OF AGREEMENT:** The term of this Agreement shall be for the period commencing on this 8 day August, 2019 through 30 day August, 2019, inclusive; or, services shall be provided on the following dates, \_\_\_\_\_.
3. **COMPENSATION:** The District agrees to pay Contractor the amount of \$1,500 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. Invoices shall not exceed one per month and should be submitted to the District's Administrator, as stated in provision 5 below, for verification.
  - (a) DISTRICT will pay no additional amount for travel or other expenses of CONTRACTOR under this Agreement unless specified below. Should travel or other expenses be specified below, CONTRACTOR shall be entitled to the lesser amount of (1) the not to exceed amount stated, or (2) the actual amount expended. Supporting documentation for the authorized travel or other expenses shall be attached to the invoice when submitted.
  - (b) If this Agreement is with an individual consultant, CONTRACTOR will specify on the invoice whether or not CONTRACTOR is a retired member of the California State Teacher's Retirement System (STRS) or the California Public Employees Retirement System (PERS).
  - (c) DISTRICT will not withhold any federal or state income tax for payment made pursuant to this Agreement, but will provide CONTRACTOR with a statement of earnings at the end of each calendar year. CONTRACTOR is hereby advised that such statement of earnings shall, if required, be provided to the Internal Revenue Service and the State 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)

Bullying Assembly: Be the Difference (2 assemblies for grades 2/3 & 4/5)

5.  PER THE ATTACHED: exhibit(s)       TECHNOLOGY SERVICES AGREEMENT REQUIRED
6. ADMINISTRATOR OF AGREEMENT: 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:  
 For District: Attention: Doug Claffin  
 Etiwanda School District  
 6061 East Avenue  
 Etiwanda, California 91739  
 For Contractor: Attention: Joel Green  
History Brought to Life  
Rancho Cucamonga, CA 91729
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. WORKER'S COMPENSATION: 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. ASSIGNMENT AND EMPLOYEE BENEFITS: 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 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. 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. USE OF MATERIALS: Contractor shall advise District of any and all materials used, or recommended for use by Contractor in the performance of this Agreement, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and as a result of the use of any programs or materials developed or used by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirement, Contractor agrees to indemnify, defend and hold harmless, the District against any action or claim brought by the copyright holder.
12. 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 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, presentation or work, Sexual Abuse Injury or Molestation insurance coverage not less than \$3,000,000. Both General Liability and Sexual Abuse Injury and Molestation coverages will name the DISTRICT as additional insured.
13. TERMINATION FOR CAUSE OR CONVENIENCE: 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. ATTORNEY'S FEES: If suit is brought by either party to this Agreement to enforce any of its terms, the losing party shall pay the prevailing party all litigation expenses incurred, including attorney's fees, court costs, expert witness fees, and investigation expenses.
15. ALTERATIONS OR VARIANCE: 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. ASSIGNMENT OF CONTRACT: 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.

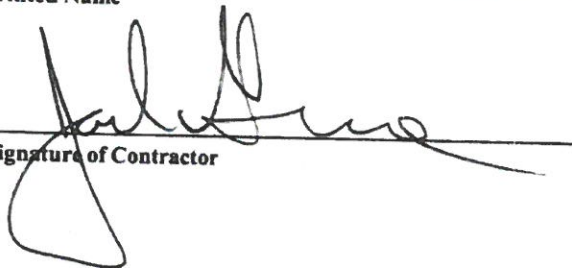
GENERAL PROVISIONS-continued:

- (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.

CONTRACTOR:

Joel Corrent  
Printed Name

      8/20/19  
Signature of Contractor      Date

ETIWANDA SCHOOL DISTRICT:

      9/12/19  
Signature of Superintendent/Designee      Date

DOUGLAS M. CLAFLIN  
ASSISTANT SUPERINTENDENT  
OF BUSINESS SERVICES

**EXTRACT  
OFFICIAL PROCEEDINGS  
OF THE BOARD OF TRUSTEES  
CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT**

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A regular meeting of the Board of Trustees of the Chaffey Joint Union High School District was held in the District Office Courtyard on Tuesday, June 18, 2019 at 6:30 p.m.

**ROLL CALL:**

**Members Present: Mr. Rhinehart, Mr. Bustamonte, Mrs. Megaw, Mrs. Ovitt, Mr. Zendejas**  
**Members Absent: Ms. McDonald (Student Board Representative)**

**ACTION:**

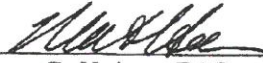
On motion of Mrs. Megaw, seconded by Mr. Bustamonte, the Board of Trustees unanimously awarded Copy Paper Supplies (Bid No. 19/20-004) to the following vendors on an item-by-item basis: (1) Kelly Paper, (2) Southwest School & Office Supply, (3) Spicers Paper, Inc. (4) Veritiv Operating Company, and (5) 123 Office Solution, Inc. Bid prices are guaranteed through December 31, 2019 with an option to renew through June 30, 2020. Further, authorized the Assistant Superintendent of Business or the Director of Purchasing to sign all related documents. No preferential vote of the student Board member was recorded, due to Ms. McDonald's absence. Aye votes were recorded from Mr. Rhinehart, Mr. Bustamonte, Mrs. Megaw, Mrs. Ovitt, and Mr. Zendejas.

6.49\*\*

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**CERTIFICATION**

I hereby certify that the above excerpt is a true and correct copy from the minutes of the meeting of the Board of Trustees of the Chaffey Joint Union High School District held at 6:30 p.m. on Tuesday, June 18, 2018.



\_\_\_\_\_  
Mathew G. Holton, Ed.D.  
Secretary to the Board of Trustees  
Chaffey Joint Union High School District

**Inland Valley Daily Bulletin**

(formerly The Daily Report)  
9616 Archibald Avenue Suite 100  
Rancho Cucamonga, CA 91730  
909-987-6397  
legals@inlandnewspapers.com

5006928

CHAFFEY HIGH SCHOOL DIST-LEGAL  
ATTN: ACCOUNTS PAYABLE  
211 WEST 5TH ST  
ONTARIO, CA 91762

**FILE NO. Bid No. 19-20-004**

**PROOF OF PUBLICATION  
(2015.5 C.C.P.)**

**STATE OF CALIFORNIA  
County of San Bernardino**

I am a citizen of the United States, I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of INLAND VALLEY DAILY BULLETIN, a newspaper of general circulation printed and published daily for the City of Ontario, County of San Bernardino, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of San Bernardino, State of California, on the date of August 24, 1951, Case Number 70663. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

**05/02/2019, 05/09/2019**

I declare under the penalty of perjury that the foregoing is true and correct.

Executed at Rancho Cucamonga, San Bernardino Co., California, on this 15th day of May, 2019.

Signature

(Space below use of County Clerk Only)

Legal No. **0011266024**

**NOTICE INVITING BIDS**

**Copy Paper Supplies**

**Bid No. 19-20-004**

**NOTICE IS HEREBY GIVEN** that the Chaffey Joint Union High School District (hereinafter called DISTRICT) 211 West Fifth Street, Ontario, County of San Bernardino, State of California, 91762, acting by and through its Governing Board, will receive sealed bids for the award of a contract for Copy Paper Supplies.

All bids shall be made on form(s) furnished by the DISTRICT. Bids must be received in the office of the Director of Purchasing and shall be opened and publicly read aloud at 2:00 p.m. on May 21, 2019. Bid will be awarded on an item by item basis to lowest responsive bidder(s). Bids must conform with and be responsive to the contract documents, copies of which are on file and may be obtained from the office of the Director of Purchasing.

Bids will remain open and valid for sixty (60) days after the date set for the opening. DISTRICT reserves the right to reject any and all bids or to waive irregularities in any bid.

Donna Rowe

Director of Purchasing

Dates of Advertisement: May 2 & May 9, 2019  
Inland Valley Daily Bulletin Ad#11266024



**CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT  
COPY PAPER SUPPLIES - BID NO. 19-20-004**

**RE-CAP**

Stock Number	Item Description / Specification	Unit of Issue	Est. Qty.	Veritiv Operating Paper	Spicers Paper	Kelly Paper	Southwest School & Office	Quill LLC	123 Office Solution Inc.	Contract Paper	Liberty Paper
800645	Astrobright 60 lb, COSMIC ORANGE, 8.5 x 11, 500 Sheets Per Ream	Ream	200	\$6.58	\$7.18	\$7.90	\$7.21	\$10.46	\$9.440	\$7.317	NO BID
800650	Astrobright 60 lb, GALAXY GOLD, 8.5 x 11, 500 Sheets Per Ream	Ream	100	\$6.58	\$7.18	\$7.90	\$7.21	\$9.49	\$9.440	\$7.317	NO BID
800655	Astrobright 60 lb, GAMMA GREEN, 8.5 x 11, 500 Sheets Per Ream	Ream	100	\$6.58	\$7.18	\$7.90	\$7.21	\$10.64	\$9.440	\$7.317	NO BID
800660	Astrobright 60 lb, LIFT-OFF LEMON, 8.5 x 11, 500 Sheets Per Ream	Ream	200	\$6.58	\$7.18	\$7.90	\$7.21	\$10.56	\$9.440	\$7.317	NO BID
800665	Astrobright 60 lb, LUNAR BLUE, 8.5 x 11, 500 Sheets Per Ream	Ream	200	\$6.58	\$7.18	\$7.90	\$7.21	\$10.19	\$9.440	\$7.317	NO BID
800675	Astrobright 60 lb, PLANET PURPLE, 8.5 x 11, 500 Sheets Per Ream	Ream	125	\$6.58	\$7.18	\$7.90	\$7.21	\$12.22	\$9.440	\$7.317	NO BID
800680	Astrobright 60 lb, PULSAR PINK, 8.5 x 11, 500 Sheets Per Ream	Ream	200	\$6.58	\$7.18	\$7.90	\$7.21	\$10.56	\$9.440	\$7.317	NO BID

**CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT  
COPY PAPER SUPPLIES - BID NO. 19-20-004**

**RE-CAP**

Stock Number	Item Description / Specification	Unit of Issue	Est. Qty.	Veritiv Operating	Spicers Paper	Kelly Paper	Southwest School & Office	Quill LLC	123 Office Solution Inc.	Contract Paper	Liberty Paper
800685	Astrobright 60 lb, RE-ENTRY RED, 8.5 x 11, 500 Sheets Per Ream	Ream	50	\$6.58	\$7.18	\$7.90	\$7.21	\$10.73	\$9.440	\$7.317	NO BID
800690	Astrobright 60 lb, SOLAR YELLOW, 8.5 x 11, 500 Sheets Per Ream	Ream	150	\$6.58	\$7.18	\$7.90	\$7.21	\$10.64	\$9.440	\$7.317	NO BID
800695	Astrobright 60 lb, TERRA GREEN, 8.5 x 11, 500 Sheets Per Ream	Ream	125	\$6.58	\$7.18	\$7.90	\$7.21	\$10.19	\$9.440	\$7.317	NO BID
800775	Copy Paper 20 lb Bond, WHITE, 8.5 x 11, 500 Sheets Per Ream SPECIFICATIONS: MIN 92 BRIGHTNESS, 99.9% GUARANTEED JAM FREE ON COPIERS, PRINTERS AND FAX MACHINES	Ream	42,000	2.58 / 2.82	\$2.70	\$3.19	NO BID	\$5.48	\$2.640	2.823 / 2.523	\$ 2.674
800754	Copy Paper 20 lb Bond, BLUE, 8.5 x 11, 500 Sheets Per Ream	Ream	2000	\$4.10	\$4.12	\$5.60	\$3.99	\$5.46	\$4.180	\$4.250	NO BID
800755	Copy Paper 20 lb Bond, CANARY, 8.5 x 11, 500 Sheets Per Ream	Ream	2000	\$4.10	\$4.12	\$5.60	\$3.99	\$5.46	\$4.180	\$4.250	NO BID

**CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT  
COPY PAPER SUPPLIES - BID NO. 19-20-004**

**RE-CAP**

Stock Number	Item Description / Specification	Unit of Issue	Est. Qty.	Veritiv Operating	Spicers Paper	Kelly Paper	Southwest School & Office	Quill LLC	123 Office Solution Inc.	Contract Paper	Liberty Paper
800760	Copy Paper 20 lb Bond, GOLDENROD, 8.5 x 11, 500 Sheets Per Ream	Ream	1000	\$4.10	\$4.12	\$5.60	\$3.99	\$5.46	\$4.180	\$4.250	NO BID
800765	Copy Paper 20 lb Bond, GREEN, 8.5 x 11, 500 Sheets Per Ream	Ream	1500	\$4.10	\$4.12	\$5.60	\$3.99	\$5.46	\$4.180	\$4.250	NO BID
800770	Copy Paper 20 lb Bond, PINK, 8.5 x 11, 500 Sheets Per Ream	Ream	1500	\$4.10	\$4.12	\$5.60	\$3.99	\$5.46	\$4.180	\$4.250	NO BID
810000	Copy Paper 20 lb Bond, BUFF, 8.5 x 11, 500 Sheets Per Ream	Ream	250	\$4.10	\$4.12	\$5.60	\$3.99	\$6.73	\$4.180	\$4.250	NO BID
810005	Copy Paper 20 lb Bond, IVORY, 8.5 x 11, 500 Sheets Per Ream	Ream	150	\$4.10	\$4.12	\$5.60	\$3.99	\$5.46	\$4.180	\$4.250	NO BID
810010	Copy Paper 20 lb Bond, TAN, 8.5 x 11, 500 Sheets Per Ream	Ream	200	\$4.10	\$4.12	\$5.60	\$3.99	\$6.29	\$4.180	\$4.250	NO BID
810240	Copy Paper 20 lb Bond, CHERRY, 8.5 x 11, 500 Sheets Per Ream	Ream	300	\$4.10	\$4.12	\$5.60	\$3.99	\$7.70	\$4.180	\$4.250	NO BID

**CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT  
COPY PAPER SUPPLIES - BID NO. 19-20-004**

**RE-CAP**

Stock Number	Item Description / Specification	Unit of Issue	Est. Qty.	Veritiv Operating	Spicers Paper	Kelly Paper	Southwest School & Office	Quill LLC	123 Office Solution Inc.	Contract Paper	Liberty Paper
810245	Copy Paper 20 lb Bond, GRAY, 8.5 x 11, 500 Sheets Per Ream	Ream	250	\$4.10	\$4.12	\$5.60	\$3.99	\$5.46	\$4.180	\$4.250	NO BID
810255	Copy Paper 20 lb Bond, ORCHID, 8.5 x 11, 500 Sheets Per Ream	Ream	600	\$4.10	\$4.12	\$5.60	\$3.99	\$7.55	\$4.180	\$4.250	NO BID
810260	Copy Paper 20 lb Bond, SALMON, 8.5 x 11, 500 Sheets Per Ream	Ream	700	\$4.10	\$4.12	\$5.60	\$3.99	\$6.42	\$4.180	\$4.250	NO BID
810220	3-Hole Punched 20 lb Bond, WHITE, 8.5 x 11, 500 Sheets Per Ream	Ream	1500	\$3.56	\$4.00	\$3.70	\$3.72	\$5.53	\$3.090	NO BID	NO BID
810230	Copy Paper 20 lb Bond, BLUE, 8.5 x 14, 500 Sheets Per Ream	Ream	25	\$5.68	\$6.25	\$6.90	\$4.92	\$6.74	\$5.750	NO BID	NO BID
810250	Copy Paper 20 lb Bond, GREEN, 8.5 x 14, 500 Sheets Per Ream	Ream	10	\$5.68	\$6.25	\$6.90	\$4.92	\$6.74	\$5.750	NO BID	NO BID
800787	Copy Paper 20 lb Bond, WHITE, 8.5 x 14, 500 Sheets Per Ream	Ream	100	\$4.55	\$6.25	\$4.80	\$4.37	\$6.83	\$4.150	NO BID	NO BID

**CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT  
COPY PAPER SUPPLIES - BID NO. 19-20-004**

**RE-CAP**

Stock Number	Item Description / Specification	Unit of Issue	Est. Qty.	Veritiv Operating Paper	Spicers Paper	Kelly Paper	Southwest School & Office	Quill LLC	123 Office Solution Inc.	Contract Paper	Liberty Paper
800780	Copy Paper 20 lb Bond, CANARY, 8.5 x 14, 500 Sheets Per Ream	Ream	20	\$5.68	\$6.25	\$6.90	\$5.54	\$6.74	\$5.750	NO BID	NO BID
800785	Copy Paper 20 lb Bond, PINK, 8.5 x 14, 500 Sheets Per Ream	Ream	20	\$5.68	\$6.25	\$6.90	\$4.92	\$6.74	\$5.750	NO BID	NO BID
810065	Index Paper 90 lb, BLUE, 8.5 x 11, 250 Sheets Per Package	Pkg	250	\$5.30	\$5.75	\$5.80	\$4.92	\$10.45	\$5.890	\$6.200	NO BID
810070	Index Paper 90 lb, BUFF, 8.5 x 11, 250 Sheets Per Package	Pkg	50	\$5.30	\$5.75	\$5.80	\$4.92	NO BID	\$5.890	\$6.200	NO BID
810075	Index Paper 90 lb, CANARY, 8.5 x 11, 250 Sheets Per Package	Pkg	150	\$5.30	\$5.75	\$5.80	\$4.92	\$10.52	\$5.890	\$6.200	NO BID
810080	Index Paper 90 lb, SALMON, 8.5 x 11, 250 Sheets Per Package	Pkg	100	\$5.30	\$5.75	\$5.80	\$4.92	NO BID	\$5.890	\$6.200	NO BID
810082	Index Paper 90 lb, GREEN, 8.5 x 11, 250 Sheets Per Package	Pkg	225	\$5.30	\$5.75	\$5.80	\$4.92	\$10.54	\$5.890	\$6.200	NO BID

**CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT  
COPY PAPER SUPPLIES - BID NO. 19-20-004**

**RE-CAP**

Stock Number	Item Description / Specification	Unit of Issue	Est. Qty.	Veritiv Operating	Spicers Paper	Kelly Paper	Southwest School & Office	Quill LLC	123 Office Solution Inc.	Contract Paper	Liberty Paper
810085	Index Paper 90 lb, WHITE, 8.5 x 11, 250 Sheets Per Package	Pkg	250	\$4.90	\$5.75	\$5.50	\$4.76	\$9.72	\$5.330	\$5.840	NO BID
810087	Index Paper 90 lb, GOLDENROD, 8.5 x 11, 250 Sheets Per Package	Pkg	20	NO BID	\$5.75	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
810315	Index Paper 90 lb, CHERRY, 8.5 x 11, 250 Sheets Per Package	Pkg	150	\$5.30	\$5.75	\$5.80	\$4.92	NO BID	\$5.890	NO BID	NO BID
810088	Index Paper 90 lb, WHITE, 11 x 17, 250 Sheets Per Package	Pkg	150	\$10.65	\$11.90	\$11.40	NO BID	NO BID	\$10.990	NO BID	NO BID
810320	Digital Color Copy 28 lb, WHITE, 12 x 18, 500 Sheets Per Package, 4 Pkg/Case	Case	50	\$87.30	\$87.88	\$73.20	NO BID	\$114.33	\$85.460	NO BID	NO BID
810325	Digital Color Copy 60 lb Cover, WHITE, 12 x 18, 250 Sheets Per Package, 5 Pkg/Case	Case	25	\$77.00	NO BID	\$71.90	NO BID	NO BID	\$75.280	NO BID	NO BID

**CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT  
COPY PAPER SUPPLIES - BID NO. 19-20-004**

**RE-CAP**

Stock Number	Item Description / Specification	Unit of Issue	Est. Qty.	Veritiv Operating Paper	Spicers Paper	Kelly Paper	Southwest School & Office	Quill LLC	123 Office Solution Inc.	Contract Paper	Liberty Paper
810330	Digital Color Copy 80 lb Cover, WHITE, 12 x 18, 250 Sheets Per Package, 4 Pkg/Case	Case	40	\$82.00	\$90.71	\$76.80	NO BID	NO BID	\$80.290	NO BID	NO BID
810335	Digital Color Copy 28 lb, WHITE, 11 x 17, 500 Sheets Per Package, 4 Pkg/Case	Case	100	\$75.30	\$76.10	\$63.40	NO BID	\$109.00	\$73.990	NO BID	NO BID
810340	Digital Color Copy 60 lb Cover, WHITE 11 x 17, 250 Sheets Per Package, 5 Pkg/Case	Case	50	\$66.30	\$75.00	\$83.00	NO BID	NO BID	\$65.340	NO BID	NO BID
810345	Digital Color Copy 80 lb Cover, WHITE, 11 x 17, 250 Sheets Per Package, 4 Pkg/Case	Case	100	\$86.00	\$78.52	\$66.40	NO BID	NO BID	\$69.480	NO BID	NO BID
810095	NCR 2-Part Reverse, 20 lb, 8.5 x 11 Glatfelter Excel One, 75 GSM, Mfg #16557	Ream	300	\$9.95	\$10.14	NO BID	NO BID	NO BID	\$9.620	NO BID	NO BID
810100	NCR 3-Part Reverse, 20 lb, 8.5 x 11 Glatfelter Excel One, 75 GSM, Mfg #16602	Ream	250	\$11.25	\$11.42	NO BID	NO BID	NO BID	\$10.850	NO BID	NO BID

CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT  
COPY PAPER SUPPLIES - BID NO. 19-20-004

RE-CAP

Stock Number	Item Description / Specification	Unit of Issue	Est. Qty.	Veritiv Operating	Spicers Paper	Kelly Paper	Southwest School & Office	Quill LLC	123 Office Solution Inc.	Contract Paper	Liberty Paper
810110	NCR 4-Part Reverse, 20 lb, 8.5 x 11 Glatfelter Excel One, 75 GSM, Mfg #16603	Ream	300	\$12.00	\$12.19	NO BID	NO BID	NO BID	\$11.580	NO BID	NO BID
810120	NCR 5-Part Reverse, 20 lb, 8.5 x 11 Glatfelter Excel One, 75 GSM, Mfg #60371	Ream	100	\$12.30	\$12.54	NO BID	NO BID	NO BID	\$11.980	NO BID	NO BID
810130	NCR 6-Part Reverse, 20 lb, 8.5 x 11 Glatfelter Excel One, 75 GSM, Mfg #60461	Ream	100	\$12.70	\$12.90	NO BID	NO BID	NO BID	\$12.330	NO BID	NO BID
810140	60 lb Smooth, WHITE, 11 x 17, 500 Sheets Per Package Vellum Bristol, 67 lb, GOLDENROD, 8.5 x 11, 250 Sheets Per Package	Pkg	500	\$9.60	\$10.65	\$10.90	NO BID	NO BID	\$9.070	NO BID	NO BID
810180	Vellum Bristol, 67 lb, GRAY, 8.5 x 11, 250 Sheets Per Package	Pkg	100	\$4.75	\$5.25	\$5.30	\$4.48	NO BID	\$4.970	\$5.830	NO BID
810185	Vellum Bristol, 67 lb, IVORY, 8.5 x 11, 250 Sheets Per Package	Pkg	50	\$4.75	\$5.25	\$5.30	\$4.48	\$9.36	\$4.970	\$5.830	NO BID
810190		Pkg	10	\$4.75	\$5.25	\$5.30	\$4.48	\$9.37	\$4.970	\$5.830	NO BID



CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT  
 COPY PAPER SUPPLIES - BID NO. 19-20-004

RE-CAP

Stock Number	Item Description / Specification	Unit of Issue	Est. Qty.	Veritiv Operating	Spicers Paper	Kelly Paper	Southwest School & Office	Quill LLC	123 Office Solution Inc.	Contract Paper	Liberty Paper
810194	Vellum Bristol 67 lb, TAN, 8.5 x 11, 250 Sheets Per Package	Pkg	10	\$4.75	\$5.25	\$5.30	\$4.48	\$9.23	\$4.970	\$5.830	NO BID

**COPY PAPER SUPPLIES  
FOR  
CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT**



**CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT  
211 WEST FIFTH STREET  
ONTARIO, CA 91762  
(909) 988-8511 EXT. 2900 / FAX (909) 391-5857**

**PURCHASING DEPARTMENT  
BID NO. 19-20-004**

**DUE DATE: MAY 21, 2019  
AT 2:00 P.M.**

**CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT**  
**Copy Paper Supplies**  
**Bid No. 19-20-004**

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**NOTICE INVITING BIDS**  
**Copy Paper Supplies**  
**Bid No. 19-20-004**

**NOTICE IS HEREBY GIVEN** that the **Chaffey Joint Union High School District** (hereinafter called DISTRICT) 211 West Fifth Street, Ontario, County of San Bernardino, State of California, 91762, acting by and through its Governing Board, will receive sealed bids for the award of a contract for **Copy Paper Supplies**.

All bids shall be made on form(s) furnished by the DISTRICT. Bids must be received in the office of the Director of Purchasing and shall be opened and publicly read aloud at **2:00 p.m. on May 21, 2019**. Bid will be awarded on an item by item basis to lowest responsive bidder(s). Bids must conform with and be responsive to the contract documents, copies of which are on file and may be obtained from the office of the Director of Purchasing.

Bids will remain open and valid for sixty (60) days after the date set for the opening. DISTRICT reserves the right to reject any and all bids or to waive irregularities in any bid.

Donna Rowe  
Director of Purchasing  
Dates of Advertisement: May 2 & May 9, 2019

**BID OVERVIEW**  
**Copy Paper Supplies**  
**Bid No. 19-20-004**

The initial contract period will begin **July 01, 2019**. The resulting contract shall remain in effect for a period of six months (6) months. Mutually agreed upon extension may be negotiated for an additional six (6) month period.

The intent is to form an agreement for supplies and/or services, to meet the Districts needs for the contract period. The total quantity of supplies and services that may be required is based upon prior year's purchase and may be adjusted upward or downward as need is determined.

Each bidder wishing to participate in the bidding process will be required to submit all documents and submittals at the time of bid opening.

The Chaffey Joint Union High School District and its Board of Trustees reserve the right to accept or reject any or all bids in whole or in part, to be the sole judges of the merits and qualifications of items offered, to waive any informality in the bid and to not necessarily accept the lowest bid offered. Bid will be awarded on an item by item basis. The delivery date, specifications and quality of the items will be considered when making the selection.

**SCHEDULE OF IMPORTANT DATES**  
**Copy Paper Supplies**  
**Bid No. 19-20-004**

Dates of Advertisement: May 2 & May 9, 2019  
Bid opening: May 21, 2019 @ 2:00 p.m.  
Contract Period: July 1, 2019 through December 31, 2019  
Start of delivery: July 1, 2019

## **INSTRUCTIONS TO BIDDERS**

### **Copy Paper Supplies**

**Bid No. 19-20-004**

#### **1. Preparation of the Bid Form**

The District invites bids on the form attached to be submitted at the time and place stated in the Notice Inviting Bids. Bids shall be submitted on the prescribed Bid Form, completed in full. All bid items and statements shall be properly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons signing the bid shall be in longhand. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by signature of the bidder.

#### **2. Form and Delivery of Bids**

The bid shall be made on the Bid Form provided, and the complete bid, together with any and all additional materials as required by the bid documents, shall be enclosed in a sealed envelope, addressed and delivered or mailed to the Purchasing Department of the District, mailing address: 211 West Fifth Street, Ontario, California, 91762, and must be received on or before the time set forth in the Notice Inviting Bids for the bid deadline. The envelope shall be plainly marked in the upper left hand corner with the bidder's name, the bid identification name and the date and time for the opening of bids. It is the bidder's sole responsibility to ensure that its bid is received prior to the scheduled closing time for receipt of bids. In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time set forth in the Notice Inviting Bids for the bid opening, the sealed bids will be opened and read aloud at the District's office.

#### **3. Bid Security**

Not applicable

#### **4. Signature**

Bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign on behalf of the bidder, and must be in permanent blue ink.

#### **5. Modifications**

Changes in or additions to the Bid Form, recap of the work bid upon, alternative proposals, or any other modification of the Bid Form which is not specifically called for in the bid documents may result in the District's rejection of the bid as not being responsive to the invitation to bid.

#### **6. Erasures, Inconsistent Bids**

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the case of an error in an extension, the unit price upon which the extension is based shall take precedence. In the event the District determines that any bid is unintelligible,

inconsistent or ambiguous, the District may reject such bid as not being responsive to the invitation to bid.

#### **7. Withdrawal of Bids**

Any bid may be withdrawn, either personally, by written request, or by telegraphic request confirmed in the manner specified above for bid modifications, at any time prior to the scheduled closing time for receipt of bids. All requests for bid withdrawal must be accompanied with a power-of-attorney or other proof acceptable to the District which authorizes the individual requesting the bid withdrawal to so act on behalf of the bidder.

#### **8. Interpretation of Plans and Documents**

If any person contemplating submitting a bid for the proposed project is in doubt as to the true meaning of any part of the drawing, specifications or other bid documents, or finds discrepancies in, or omissions from the drawings, specification or documents, they may submit to the District a written request for an interpretation or correction thereof. Requests for clarification or explanation of the bid must be submitted to District's Purchasing Department no later than the seventh calendar day preceding the date set for submission of bids. The person submitting the request will be responsible for its delivery. Any interpretation or correction will be made only by addendum duly issued. Addendums will be made available in the same manner as original bid documents; copies of which may be obtained from the Purchasing Department, 211 West Fifth St., Ontario, CA 91762.

#### **9. Bidders Interested in More Than One Bid**

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal.

#### **10. Award of Contract**

District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award of the contract, if made by the District, will be to the lowest responsible bidder therefor from among those bidders responsive to the call for bids. If two identical low bids are received from responsible bidders, the District will determine which bid will be accepted pursuant to Public Contract Code 20117. District realizes that conditions other than price are important and may award based on individual items bid, or any combination of individual items, or upon a cumulative total of all items bid; whichever method is determined to be in its best interests and can be awarded on an all or nothing basis; may reject any or all bids, any part of a bid, or may waive any informality in a bid.

Bids which are conditional upon an "all or nothing" clause for favorable terms or delivery will not be considered.



### **11. Alternates**

If alternate bids are called for, the contract may be awarded at the election of the Governing Board to the lowest responsible bidder on the base bid, or on the base bid and any alternate or combination of alternates.

### **12. Forfeiture for Failure to Execute Contract**

In the event the bidder to whom an award is made fails or refuses to execute the contract within five (5) calendar days from the date receiving notification that he is the bidder to whom the contract is awarded, District may award the work and/or materials to the next lowest bidder, or may call for new bids.

### **13. Sales/Use Tax**

The Bidder shall not include California sales/use tax in its Bid Proposal unless the Bid Form calls for "Total Job Costs," in which case the bid shall include all applicable sales and use taxes, permits, and licenses.

### **14. Delivery Charges**

Bids are sought which are priced F.O.B. destination unless the bid documents invite quotations for delivery and freight to be set apart or as separate cost items.

### **15. Prices**

If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school District or any other state, county, municipal or local governmental agency in Riverside County for products listed herein.

### **16. Price Escalation**

In the event that the bidder's supplier or manufacturer increases the price of the item(s) to be supplied hereunder during the term of the contract, only such increases may be passed on to District. At the time of request, bidder must furnish written substantiation of increase by its supplier/manufacturer to District's Purchasing Director. Said substantiation shall be in the form of invoices, receipts and/or other appropriate documentation showing costs in effect at the time of the bid proposal versus cost in effect at the time of the request for price escalation. Any price increase must be substantiated to the satisfaction of District and shall only be effective upon acceptance by District in writing. In no event, however, shall the total increase in price for any goods under the contract exceed 5% during the initial term of the contract. No increase in overhead and/or profit to bidder will be allowed.

"Overhead," for the purposes of the contract, shall be defined as the cost to bidder of doing business including, but not limited to, rent, utilities, mortgage, payments, taxes, transportation, labor, etc.

### **17. District Requirements**

The quantity shown is the estimate of consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the bid and required during the contract period shall be ordered and purchased from the successful bidder(s) during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the life of the contract such items as may be required for testing, evaluation or experimental purposes, or for special programs of an emergency nature, and purchases made by individual schools.

### **18. Substitutions for Specified Items**

Whenever in these specifications any equipment or material is indicated or specified by patent or proprietary name or by the name of a manufacturer, such specifications shall be deemed to be used for the purpose of facilitating description of the equipment or materials desired and shall be deemed to be followed by the words "or equal". Bidders may propose equipment or materials equal to those specified herein, but must furnish complete specifications of each item and, if requested to do so, a sample of the item proposed at no cost or obligation to the District for the purposes of testing and evaluation. The District will notify bidder whether the requested substitution has been approved as an "or equal" to the specified equipment or material. If not consumed or destroyed in such testing, the sample will be returned to the vendor after award of bid is made. If an alternate has been indicated but rejected by the District as not being an "or equal," bidder agrees that by submitting its bid, bidder shall provide the specified equipment or material. Unless an alternate make and model is indicated in the space provided, it is agreed all items proposed are as named in the specifications. Substitution of equipment after the award will not be permitted.

### **19. Non-Exclusivity**

The District is not required to purchase any minimum quantity of any product and/or supply specified in this document from vendor(s), and may, if deemed to be in the best interest of District, as determined in District's sole discretion, to purchase the same or similar product from another vendor(s).

### **20. Anti-Discrimination**

It is the policy of the District that in connection with all work performed, materials purchased or supplies provided under any contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The vendor 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 vendor agrees to require like compliance by any sub-vendors employed on the work by him.

### **21. Addenda**

Addenda or changes to the project specification may be issued by the District prior to bid opening and any addenda so issued must be included in the contractors' proposal cost.

**22. Marking of Packages**

Each package contained in each shipment shall be clearly marked with the District purchase order number. Failure to mark the packages may delay District acceptance and payment for the shipment. Each package shall be marked with the sequential package number of that shipment with the first package being marked Number 1, and PACKING SLIP ENCLOSED.

**23. Standard Unit of Packaging**

It is the District's desire to purchase items to the nearest standard unit of packaging. When the amount ordered by the District does not correspond with the standard packaging, please adjust accordingly and so annotate on the bid forms. Always adjust to the next highest standard package quantity.

**24. Unit of Purchase**

Please take careful note of the **method of pricing** of each item on the District bid list. Where items are called out to be priced by the "each" or by the "sheet", we request this method of pricing by the respondent bidders regardless of quantity ordered or standard unit of packaging.

**25. Delivery**

All prices shall be quoted F.O.B. destination, unpacked, assembled (if necessary) to the designated site(s) at the time of order. No additional freight, drayage or labor charges will be permitted. Bids which are conditional upon an "all or nothing" clause for favorable terms or delivery will not be considered. All cartons and other packaging materials to be removed from the site by the vendor or his agents. Each item shall be securely packed and clearly marked as to its contents. All materials furnished must be accompanied by a packing slip and the requester's purchase order number shall appear on all cases and packages. The right is reserved to reject and return at the risk and expense of the vendor such portions of any shipment which may be defective or fail to comply with specifications, without invalidating the remainder of the order.

**26. Shipments**

All items shall be delivered to the District Warehouse unless otherwise directed in Bid Specifications.

**27. Piggybacking**

Pricing on this bid shall be extended to other districts in San Bernardino County or to any other district the vendor agrees to service at these prices per Section 39642 of the California Education Code. The estimated quantities in this bid, however, do not reflect any usage for these agencies and, if the vendor elects to supply these agencies, he shall supply any items to them over and above the quantities estimated herein.

**28. Invoices and Payments**

Discount terms and conditions must be clearly stated for all product components and/or options submitted. State any discounts available. Invoicing and payments is to be agreed upon between vendor and District. Cash discounts for a period of less than thirty (30) days will not be considered.

**29. Litigation**

Should any litigation be commenced between the parties to a contract concerning this bid, or the rights of and duties of either in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, a reasonable sum as and for its attorneys' fees in such litigation which shall be determined by the Court in such litigation or in separate action brought for that purpose.

**30. Hold Harmless**

The supplier shall hold harmless and indemnify the District, its officers and employees, from every claim or demand which may be made by reason of:

- a. Any injury to person or property sustained by the vendor or by any person, firm, or corporation employed directly or indirectly by him upon or in connection with performance under the purchase order, however caused.
- b. Any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission of the vendor or of any person, firm or corporation, directly or indirectly employed by him in connection with his performance under the purchase order.
- c. Any liability that may arise from the furnishing or use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention under the purchase order.

**31. Safety Requirements**

All items proposed in response to this bid must conform with the Safety Order of the State of California, Division of Industrial Safety and CAL-OSHA regulations in effect at the time of bid. Bidders receiving awards of items subject to Chapter 4(Industrial Safety Order), California Code of Regulations, Title 8, Division of Industrial Relations, must submit to the Purchasing Services Office of the District Material Safety Data Sheet (MSDS) for those items, when requested.

**32. Independent Contractor**

While engaging in carrying out the terms and conditions of the purchase order, the vendor is an independent contractor and not an officer or agent of the District. The supplier should maintain adequate insurance to protect his interests.

**LIST OF REQUIRED SUBMITTALS**  
**Copy Paper Supplies**  
**Bid No. 19-20-004**

***NOTE: The following items are required to be returned with your bid. Failure to submit any of the required materials may be grounds for disqualification.***

- BID COVER FORM** \_\_\_\_\_
- LIST OF DEVIATIONS** \_\_\_\_\_
- NON-COLLUSION DECLARATION** \_\_\_\_\_
- BID DOCUMENTS** \_\_\_\_\_

**BID COVER FORM  
Copy Paper Supplies  
Bid No. 19-20-004**

For the purposes of this bid, please affix your prices directly onto the sheets attached entitled CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT COPY PAPER SUPPLIES, complete the following certification and attach to the cover of the bid forms.

**Please enter your company name on each page of the bid documents.**

We have reviewed the attached specifications and unless deviations are listed will supply the following supplies as specified.

**If awarded, we agree to ship the supplies within \_\_\_\_\_ days after receipt of purchase order.**

Company \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Telephone \_\_\_\_\_

\_\_\_\_\_ Fax \_\_\_\_\_

\_\_\_\_\_  
Printed Name Title

\_\_\_\_\_  
Signature

**LIST OF DEVIATIONS**  
**Copy Paper Supplies**  
**Bid No. 19-20-004**

Any and all deviations MUST be documented below. A general statement "equal to or better than" will not be acceptable in lieu of this list of exceptions. Any bid submitted without detailed documentation of deviations will not be accepted and will result in a rejection of the entire offer. If no exception is taken clearly state "NO EXCEPTIONS".

Signature \_\_\_\_\_ Date \_\_\_\_\_

**NONCOLLUSION DECLARATION**  
to Be Executed by Bidder and Submitted with Bid  
**Copy Paper Supplies**  
**Bid No. 19-20-004**

STATE OF CALIFORNIA COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, being first duly sworn, depose and say  
(Typed or Printed Name)

that I am the \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Bidder Name)

the party submitting a Bid Proposal to Chaffey Joint Union High School District of even date herewith ("Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare that I have full power to execute, and do execute this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_  
(City, County and State)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Name Printed or Typed)

\_\_\_\_\_  
(City, County and State)

(\_\_\_\_\_) \_\_\_\_\_  
(Area Code and Telephone Number)



**CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT  
COPY PAPER SUPPLIES - BID NO. 19-20-004**

**BID FORM**

BIDDER MUST COMPLETE ALL FOUR COLUMNS

Stock Number	Item Description / Specification	Unit of Issue	Est. Qty.	Unit Price	Total	Brand Name & Mfg Number	Bidders Item Number
800645	Astrobright 60 lb, COSMIC ORANGE, 8.5 x 11, 500 Sheets Per Ream	Ream	200				
800650	Astrobright 60 lb, GALAXY GOLD, 8.5 x 11, 500 Sheets Per Ream	Ream	100				
800655	Astrobright 60 lb, GAMMA GREEN, 8.5 x 11, 500 Sheets Per Ream	Ream	100				
800660	Astrobright 60 lb, LIFT-OFF LEMON, 8.5 x 11, 500 Sheets Per Ream	Ream	200				
800665	Astrobright 60 lb, LUNAR BLUE, 8.5 x 11, 500 Sheets Per Ream	Ream	200				
800675	Astrobright 60 lb, PLANET PURPLE, 8.5 x 11, 500 Sheets Per Ream	Ream	125				
800680	Astrobright 60 lb, PULSAR PINK, 8.5 x 11, 500 Sheets Per Ream	Ream	200				
800685	Astrobright 60 lb, RE-ENTRY RED, 8.5 x 11, 500 Sheets Per Ream	Ream	50				
800690	Astrobright 60 lb, SOLAR YELLOW, 8.5 x 11, 500 Sheets Per Ream	Ream	150				
800695	Astrobright 60 lb, TERRA GREEN, 8.5 x 11, 500 Sheets Per Ream	Ream	125				

**CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT  
COPY PAPER SUPPLIES - BID NO. 19-20-004**

**BID FORM**

BIDDER MUST COMPLETE ALL FOUR COLUMNS

Stock Number	Item Description / Specification	Unit of Issue	Est. Qty.	Unit Price	Total	Brand Name & Mfg Number	Bidders Item Number
800775	Copy Paper 20 lb Bond, WHITE, 8.5 x 11, 500 Sheets Per Ream <i>SPECIFICATIONS: MIN 92 BRIGHTNESS, 99.9% GUARANTEED JAM FREE ON COPIERS, PRINTERS AND FAX MACHINES</i>	Ream	42,000				
800754	Copy Paper 20 lb Bond, BLUE, 8.5 x 11, 500 Sheets Per Ream	Ream	2000				
800755	Copy Paper 20 lb Bond, CANARY, 8.5 x 11, 500 Sheets Per Ream	Ream	2000				
800760	Copy Paper 20 lb Bond, GOLDENROD, 8.5 x 11, 500 Sheets Per Ream	Ream	1000				
800765	Copy Paper 20 lb Bond, GREEN, 8.5 x 11, 500 Sheets Per Ream	Ream	1500				
800770	Copy Paper 20 lb Bond, PINK, 8.5 x 11, 500 Sheets Per Ream	Ream	1500				
810000	Copy Paper 20 lb Bond, BUFF, 8.5 x 11, 500 Sheets Per Ream	Ream	250				
810005	Copy Paper 20 lb Bond, IVORY, 8.5 x 11, 500 Sheets Per Ream	Ream	150				
810010	Copy Paper 20 lb Bond, TAN, 8.5 x 11, 500 Sheets Per Ream	Ream	200				

**CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT  
COPY PAPER SUPPLIES - BID NO. 19-20-004**

**BID FORM**

BIDDER MUST COMPLETE ALL FOUR COLUMNS

Stock Number	Item Description / Specification	Unit of Issue	Est. Qty.	Unit Price	Total	Brand Name & Mfg Number	Bidders Item Number
810240	Copy Paper 20 lb Bond, CHERRY, 8.5 x 11,500 Sheets Per Ream	Ream	300				
810245	Copy Paper 20 lb Bond, GRAY, 8.5 x 11, 500 Sheets Per Ream	Ream	250				
810255	Copy Paper 20 lb Bond, ORCHID, 8.5 x 11, 500 Sheets Per Ream	Ream	600				
810260	Copy Paper 20 lb Bond, SALMON, 8.5 x 11, 500 Sheets Per Ream	Ream	700				
810220	3-Hole Punched 20 lb Bond, WHITE, 8.5 x 11, 500 Sheets Per Ream	Ream	1500				
810230	Copy Paper 20 lb Bond, BLUE, 8.5 x 14, 500 Sheets Per Ream	Ream	25				
810250	Copy Paper 20 lb Bond, GREEN, 8.5 x 14, 500 Sheets Per Ream	Ream	10				
800787	Copy Paper 20 lb Bond, WHITE, 8.5 x 14, 500 Sheets Per Ream	Ream	100				
800780	Copy Paper 20 lb Bond, CANARY, 8.5 x 14, 500 Sheets Per Ream	Ream	20				
800785	Copy Paper 20 lb Bond, PINK, 8.5 x 14, 500 Sheets Per Ream	Ream	20				
810065	Index Paper 90 lb, BLUE, 8.5 x 11, 250 Sheets Per Package	Pkg	250				

**CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT  
COPY PAPER SUPPLIES - BID NO. 19-20-004**

**BID FORM**

BIDDER MUST COMPLETE ALL FOUR COLUMNS

Stock Number	Item Description / Specification	Unit of Issue	Est. Qty.	Unit Price	Total	Brand Name & Mfg Number	Bidders Item Number
810070	Index Paper 90 lb, BUFF, 8.5 x 11, 250 Sheets Per Package	Pkg	50				
810075	Index Paper 90 lb, CANARY, 8.5 x 11, 250 Sheets Per Package	Pkg	150				
810080	Index Paper 90 lb, SALMON, 8.5 x 11, 250 Sheets Per Package	Pkg	100				
810082	Index Paper 90 lb, GREEN, 8.5 x 11, 250 Sheets Per Package	Pkg	225				
810085	Index Paper 90 lb, WHITE, 8.5 x 11, 250 Sheets Per Package	Pkg	250				
810087	Index Paper 90 lb, GOLDENROD, 8.5 x 11, 250 Sheets Per Package	Pkg	20				
810315	Index Paper 90 lb, CHERRY, 8.5 x 11, 250 Sheets Per Package	Pkg	150				
810088	Index Paper 90 lb, WHITE, 11 x 17, 250 Sheets Per Package	Pkg	150				
810320	Digital Color Copy 28 lb, WHITE, 12 x 18, 500 Sheets Per Package, 4 Pkg/Case	Case	50				
810325	Digital Color Copy 60 lb Cover, WHITE, 12 x 18, 250 Sheets Per Package, 5 Pkg/Case	Case	25				
810330	Digital Color Copy 80 lb Cover, WHITE, 12 x 18, 250 Sheets Per Package, 4 Pkg/Case	Case	40				

Vendor Name: \_\_\_\_\_

**CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT  
COPY PAPER SUPPLIES - BID NO. 19-20-004**

**BID FORM**

BIDDER MUST COMPLETE ALL FOUR COLUMNS

Stock Number	Item Description / Specification	Unit of Issue	Est. Qty.	Unit Price	Total	Brand Name & Mfg Number	Bidders Item Number
810335	Digital Color Copy 28 lb, WHITE, 11 x 17, 500 Sheets Per Package, 4 Pkg/Case	Case	100				
810340	Digital Color Copy 60 lb Cover, WHITE 11 x 17, 250 Sheets Per Package, 5 Pkg/Case	Case	50				
810345	Digital Color Copy 80 lb Cover, WHITE, 11 x 17, 250 Sheets Per Package, 4 Pkg/Case	Case	100				
810095	NCR 2-Part Reverse, 20 lb, 8.5 x 11 Glatfelter Excel One, 75 GSM, Mfg #16557	Ream	300				
810100	NCR 3-Part Reverse, 20 lb, 8.5 x 11 Glatfelter Excel One, 75 GSM, Mfg #16602	Ream	250				
810110	NCR 4-Part Reverse, 20 lb, 8.5 x 11 Glatfelter Excel One, 75 GSM, Mfg #16603	Ream	300				
810120	NCR 5-Part Reverse, 20 lb, 8.5 x 11 Glatfelter Excel One, 75 GSM, Mfg #60371	Ream	100				
810130	NCR 6-Part Reverse, 20 lb, 8.5 x 11 Glatfelter Excel One, 75 GSM, Mfg #60461	Ream	100				
810140	60 lb Smooth, WHITE, 11 x 17, 500 Sheets Per Package	Pkg	500				
810180	Vellum Bristol, 67 lb, GOLDENROD, 8.5 x 11, 250 Sheets Per Package	Pkg	100				

**CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT  
COPY PAPER SUPPLIES - BID NO. 19-20-004**

**BID FORM**

BIDDER MUST COMPLETE ALL FOUR COLUMNS

Stock Number	Item Description / Specification	Unit of Issue	Est. Qty.	Unit Price	Total	Brand Name & Mfg Number	Bidders Item Number
810185	Vellum Bristol, 67 lb, GRAY, 8.5 x 11, 250 Sheets Per Package	Pkg	50				
810190	Vellum Bristol, 67 lb, IVORY, 8.5 x 11, 250 Sheets Per Package	Pkg	10				
810194	Vellum Bristol 67 lb, TAN, 8.5 x 11, 250 Sheets Per Package	Pkg	10				

**CLERK'S CERTIFICATE**

I, \_\_\_\_\_, clerk of the Board of Trustees of the Etiwanda School District, do hereby certify that the foregoing is a full, true and correct copy of agenda item \_\_\_\_\_ *(Approval of the use of piggybackable BID # 19/20-004 from Chaffey Joint Union High School District to 123 Office Solutions, Inc., NR092619A-01.)* that was duly passed, approved and adopted at a regular meeting place thereof on the 26<sup>th</sup> day of September 2019, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and that at said meeting said item was adopted by the following vote:

AYES:                     —  
NOES:                     —  
ABSTAINED:            —  
ABSENT:                 —

An agenda of said meeting was posted at least 72 hours before said meeting at Etiwanda, California, a location freely accessible to members of the public, and a brief general description of said business and legal 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: September 26, 2019

\_\_\_\_\_  
Clerk of the Board of Trustees  
of the Etiwanda School District

**Shawn Judeon, Ed.D.**  
Superintendent  
**Douglas M. Ciaffin**  
Assistant Superintendent of Business Services  
**Terry Emberton**  
Assistant Superintendent of Personnel  
**Charlayne Sprague**  
Assistant Superintendent of Instruction/Pupil Services



6061 East Avenue, Etiwanda, California 91739  
www.etiwanda.k12.ca.us  
(909) 899-8286 FAX (909) 899-8386

AS092619R-01  
Board of Trustees  
Brynna Cadman  
Robert Garcia  
Dayna Karsch  
David W. Long  
Mondi M. Taylor

This agreement for nursing services (Agreement) is made and entered into by the Etiwanda School District (District) and Premier Healthcare Services, LLC (Agency) for the services of private agency licensed vocational nurses (LVNs).

### Responsibilities of the Agency

1. The Agency shall ensure that each LVN is aware of and understands all applicable District policies and procedures and shall require each nurse to conform to all such District policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of the District and the Agency. Each LVN shall have completed the necessary educational prerequisites to be eligible to be a licensed vocational nurse in a school district setting, including proof of negative Tuberculosis test current within one year of service and issuance of fingerprint clearance pursuant to the California Education Code requirements.
2. If the Agency LVN has access to personally identifiable District student information, the Agency and LVN agrees to comply with the provisions of the Family Educational Rights and Privacy Act at 20 U.S.C. 1232g, and the California Education Code.
3. The Agency must obtain ongoing orders from authorized healthcare providers pertaining to each student to whom an LVN is assigned. The orders will be kept in a log maintained by the LVN while working at the District school site.
4. Copies of all current plan(s) of treatment authorized by the student's healthcare provider and all updated plans will be provided to the school nurse if parent authorization is provided.
5. The Agency will notify the District if it assigns a new Agency nurse to an existing case.
6. The Agency will comply with any reasonable request by the District to assign a different Agency nurse to a new or existing case.
7. Before any Agency LVN commences working with District students, the Agency will supply the District with written certification providing:
  - a. Agency shall complete and include the attached Fingerprint Requirement Form and Exhibit A (List of Employees Who May Come in Contact with District Pupils) to comply with the requirements of Education Code Section 45125.1.
  - b. None of the Agency employees or LVNs who may come into contact with District students has been convicted of a felony. If at any time during the term of this Agreement, Agency is either notified by the Department of Justice or otherwise becomes aware that any employee of Agency performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in California Penal Code section 667.5(c) or California Penal Code section 1192.7,



respectively, Agency agrees to immediately notify the District and remove said employee from performing services on this Agreement.

- c. All Agency employees and LVNs who may come into contact with District students have received a Tuberculosis clearance, pursuant to the California Education Code requirements.
  - d. All Agency employees and LVNs that who come into contact with District students are covered by the Agency's liability insurance and workers' compensation insurance, which the Agency shall keep current at all times.
  - e. All Agency employees and LVNs who may come into contact with District students maintain current applicable licenses for assisting with assigned students, which will be maintained by the Agency.
  - f. An emergency contact telephone number for the Agency.
  - g. The Agency's written copy of the plan of treatment authorized by each student's healthcare provider.
8. The Agency will supply each LVN with a copy of this Agreement at the time the LVN begins working with any District student.

#### **Responsibilities of the LVN**

1. Agency LVNs must wear name tags displaying the following in at least 18-point font: (1) name; and (2) state granted license in compliance with the California Business and Professions Code.
2. The Agency LVN and another District staff member will be present or within visual contact when providing toileting or diapering services to students.
3. Whenever possible, nursing care and procedures should be performed in a manner that does not disrupt classroom activities.
4. Agency LVNs are responsible only for nursing care, but will maintain awareness of and sensitivity to classroom interactions.
5. Agency LVNs will encourage normal interactions between the assigned student and other students, teachers, staff, and parents.
6. Agency LVNs will work with assigned students on specific activities under the direction of the classroom teacher. LVNs will not be responsible for teaching duties.
7. Agency LVNs agree to maintain confidential student information and comply with the provisions of the Family Educational Rights and Privacy Act at 20 U.S.C. 1232g, and the California Education Code.
8. Agency LVNs will use personal cellular telephones for emergencies only.
9. Agency LVNs shall ensure the assigned student is under his or her supervision at all scheduled times. If the LVN requires a restroom break during scheduled student time, a District staff member may escort the assigned student so as to remain within auditory distance and easy access to the LVN.

### **Responsibilities of the District**

1. The District will provide Agency LVNs with appropriate space in which to work with their assigned students.
2. The District will notify Agency LVNs of any pertinent changes in a student's placement or educational services that may affect the LVN's ability to provide services to the student.
3. The District will maintain as confidential all medical and health-related student information provided by the Agency or the LVNs.
4. The District will notify the Agency of any concerns or complaints received regarding an LVN working for the Agency in a District facility.

### **General Provisions:**


1. The term of this Agreement is for one school year, commencing August 22, 2019 to June 30, 2020. This Agreement may be terminated by mutual agreement of the District and the Agency, or by either party giving at least 30 days' written notice of termination to the other party. This Agreement may be renewed for additional one-year terms by written agreement of the parties.
2. If any provision of this Agreement is held to be invalid or contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect.
3. This Agreement is subject to approval by the District's Governing Board.
4. Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party, provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.
5. For a period of twelve (12) months following that date on which Agency Employee last worked a shift at District, District agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Employees provided by Agency during the term of this Agreement. District understands and agrees that Agency is not an employment agency and that Employees are assigned to District to render temporary service(s) and are not assigned to become employed by District. District further acknowledges and agrees that there is a substantial investment in business related costs incurred by Agency in recruiting, training and employing Employees, to include advertisement, recruitment, interviewing, evaluation, reference checks, training and supervising Employees. In the event that District, or any affiliate, subsidiary, department, or division of District hires, employs or solicits Agency Employees, District will be in breach of this Agreement. District agrees to give Agency either (a) one hundred and eighty (180) days' prior written notice of its intent to hire, or employ, continuing to staff Employees through Agency for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days' notice period; OR (b) to pay Agency a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Employee's annualized salary (calculated as Weekly Hourly Pay Rate x 2080 Hours x 30%).

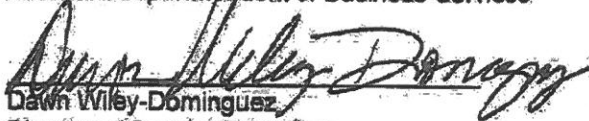
6. Each party shall agree to maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence/claim, \$3,000,000 Sexual Abuse or Molestation Injury Insurance and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with services under this Agreement naming the Etowanda School District as "Additional Insured". Each party shall give prompt written notice of any material change in coverage.
7. Each party shall agree to indemnify and hold harmless the other, and its directors, officers, employees and agents from and against any all claims, actions, or liabilities arising out of the wrongful or negligent acts or omissions of the indemnifying party, its directors, officers, employees or agents during the term of this Agreement.
8. Neither party shall be responsible for special, indirect, incidental, consequential or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.


IN WITNESS WHEREOF, the parties have entered into this Agreement this 22<sup>nd</sup> day of August 2019.

ETIWANDA SCHOOL DISTRICT

By:


  
 Douglas M. Clavin  
 Assistant Superintendent of Business Services

  
 Dawn Wiley-Dominguez  
 Director of Special Education

  
 Becky Estrada, M.Ed, BSN, RN  
 Health Services Coordinator

PREMIER HEALTHCARE SERVICES, LLC

By:

  
 Neal McDowell  
 Printed Name of Premier Healthcare Services Representative

  
 Signature of Premier Healthcare Services Representative

8/30/19  
 Date



# School/District Membership Application

### School/District Information

New Account    
  Change of Signers    
  Update Info    
 Account Number: 1855306

School/District Name: Carleton P. Lightfoot Elementary  
 Street Address: 6989 Kenyon Way  
 City ST ZIP Code: Alta Loma CA 91701  
 Office Phone: 909-989-6120  
 Fax: 909-941-0519  
 Web Site Address: cpl.etiwanda.org

### Type of School/District Account Establishing

School/District Share Savings    
 School/District Money Market    
 School/District Certificate    
 Agreed Upon Discount Rate  
 School/District Checking    
 School/District Checking Plus    
 School/District Checking Premium

### Type of Product(s) Services Establishing

Overdraft Protection    
 School/District LOC    
 Tax Deposit    
 Online Banking    
 Merchant Processing  
 Corporate Visa    
 Visa Debit Card  
 \* Yes-Opt In ATM/Debit Card Courtesy Pay Overdraft Coverage    
 \* No-Opt Out ATM/Debit Card Courtesy Pay Overdraft Coverage

### Authorized Signers

One Signature Required    
 Two Signatures Required    
 Minutes Attached  
 Authorized signers: The signature of any person listed below is authorized to transact business on this account.

**Signer # 1**  
 Add Signer  
 Delete Signer  
 Existing

Name: Rosann Marlen     Title: Principal  
 Address: \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_     Phone Number: \_\_\_\_\_  
 Social Security Number: \_\_\_\_\_     Identification Number: \_\_\_\_\_  
 Signature: Rosann Marlen     Date: 9/6/19     Chex:      OFAC:

**Signer # 2**  
 Add Signer  
 Delete Signer  
 Existing

Name: Jamie Peterson     Title: Teaching Vice Principal  
 Address: \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_     Phone Number: \_\_\_\_\_  
 Social Security Number: \_\_\_\_\_     Identification Number: \_\_\_\_\_  
 Signature: Jamie Peterson     Date: 9/6/19     Chex:      OFAC:

**Signer # 3**  
 Add Signer  
 Delete Signer  
 Existing

Name: Janice Comley     Title: School Clerk  
 Address: \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_     Phone Number: \_\_\_\_\_  
 Social Security Number: \_\_\_\_\_     Identification Number: \_\_\_\_\_  
 Signature: Janice Comley     Date: 9/6/19     Chex:      OFAC:

<b>Signer # 4</b> <input type="checkbox"/> Add Signer <input type="checkbox"/> Delete Signer <b>Delete</b>	Name: <b>Jamie Peterson</b>	Title: <b>Teaching Vice Principal</b>
	Address:	
	Date of Birth:	Phone Number:
	Social Security Number:	Identification Number:
	Signature: <i>Jamie Peterson</i>	Date: <u>9/6/19</u> Chex: <input type="checkbox"/> OFAC: <input type="checkbox"/>
<b>Signer # 5</b> <input type="checkbox"/> Add Signer <input type="checkbox"/> Delete Signer <b>New</b>	Name: <b>Emily Waters</b>	Title: <b>Teaching Vice Principal</b>
	Address:	
	Date of Birth:	Phone Number:
	Social Security Number:	Identification Number:
	Signature: <i>Emily Waters</i>	Date: <u>9/6/19</u> Chex: <input type="checkbox"/> OFAC: <input type="checkbox"/>

I/We understand the removal of a signer requires consent of the signer being removed or minutes stating the signer change (when available) and the signature of remaining signers below. We will hold the credit union harmless for actions regarding account access. The removed account signer relinquishes any form of interest in the account(s) set forth.

Date Change Effective 09/09/2019

Signature: *Robert Mader* Date: 9/6/19

Signature: *Jamie Conley* Date: 9/6/19

**Future Credit Opportunities and Acknowledgement of Receipt of Truth-in-Saving Disclosure**

The terms and conditions of your deposit account agreements are contained in your Credit Union's Truth-In-Savings Disclosure. All the terms, conditions and information contained in this Membership and Account Application, and any amendments thereto, are by this reference incorporated in their entirety into the Truth-In-Savings Disclosure. By signing this Application, you are acknowledging that you have received a copy of the Truth-In-Savings Disclosure, the terms and conditions of this Membership and Account Application, and the terms and conditions of the Credit Union's Account Agreement (s) and any amendments thereto. The Credit Union makes credit available to its members on a regular basis. The Account applicant (s) authorize the Credit Union to obtain credit reports in connection with future credit opportunities, and the Account applicant (s) authorize any person association or corporation to furnish information concerning the Account to credit reporting agencies. Pursuant to State law, you are hereby notified that a negative credit report reflection on your credit record may be submitted to a credit reporting agency, if you fail to fulfill the terms of your credit obligations.

**Tax Certification**

By signing below, I certify that the taxpayer ID number provided for this account is correct for the business entity requesting an account. The business entity is a U.S. person (including resident alien) and either (a) is exempt from backup withholding, or (b) has never been notified by the IRS that it is subject to backup withholding due to underreporting of dividends or interest, or (c) has been notified by the IRS that it is no longer subject to backup withholding. I understand that the IRS does not require consent to any term of this agreement except certifications required to avoid backup withholding.

Reporting TIN: 95-6001103

If this business is subject to backup withholding, check the following box.

Completion of this area is mandatory for all accounts.

Douglas M. Clafin Asst. Supt. *D.M. Clafin*

Print Name Title Authorized Signature

**School/District Type**

- School Account  Unincorporated Organization  Public Funds Account

**CLERK'S CERTIFICATE**

I, \_\_\_\_\_, clerk of the Board of Trustees of the Etiwanda School District, do hereby certify that the foregoing is a full, true and correct copy of agenda item \_\_\_\_\_ (*Approval of Chaffey Federal Credit Union School/District Membership Application to make an addition of signers/deletions on the student fund account at Carleton P. Lightfoot Elementary*) that was duly passed, approved and adopted at a regular meeting place thereof on the 26th day of September, 2019, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and that at said meeting said item was adopted by the following vote:

AYES:                               —  
NOES:                               —  
ABSTAINED:                       —  
ABSENT:                           —

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

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

Dated: September 26, 2019

\_\_\_\_\_  
Clerk of the Board of Trustees  
of the Etiwanda School District



## School/District Membership Application

School/District Information	
<input type="checkbox"/> New Account	<input checked="" type="checkbox"/> Change of Signers
<input type="checkbox"/> Update Info	Account Number: <b>185570</b>
School/District Name	Terra Vista Elementary / Etiwanda School District
Street Address	7497 Mountain View Drive
City ST ZIP Code	Rancho Cucamonga, CA 91730
Office Phone	(909) 945-5715
Fax	(909) 945-3373
Web Site Address	engel-salazar@etiwanda.org
Type of School/District Account Establishing	
<input checked="" type="checkbox"/> School/District Share Savings	<input type="checkbox"/> School/District Money Market
<input type="checkbox"/> School/District Certificate	<input type="checkbox"/> Agreed Upon Discount Rate
<input checked="" type="checkbox"/> School/District Checking	<input type="checkbox"/> School/District Checking Plus
<input type="checkbox"/> School/District Checking Premium	
Type of Product(s) Services Establishing	
<input type="checkbox"/> Overdraft Protection	<input type="checkbox"/> School/District LOC
<input type="checkbox"/> Tax Deposit	<input type="checkbox"/> Online Banking
<input type="checkbox"/> Merchant Processing	<input type="checkbox"/> Corporate Visa
<input type="checkbox"/> Visa Debit Card	
<input type="checkbox"/> * Yes-Opt In ATM/Debit Card Courtesy Pay Overdraft Coverage	<input type="checkbox"/> * No-Opt Out ATM/Debit Card Courtesy Pay Overdraft Coverage

**Authorized Signers**

One Signature Required  Two Signatures Required  Minutes Attached

Authorized signers: The signature of any person listed below is authorized to transact business on this account.

<b>Signer # 1</b> <input checked="" type="checkbox"/> Add Signer <input type="checkbox"/> Delete Signer  Existing	Name: <b>Kimberly Pollock</b> Title: <b>Principal</b>
	Address:
	Date of Birth: Phone Number:
	Social Security Number: Identification Number:
	Signature: <i>[Signature]</i> Date: <b>8/28/19</b> Chex: <input type="checkbox"/> OFAC: <input type="checkbox"/>
<b>Signer # 2</b> <input checked="" type="checkbox"/> Add Signer <input type="checkbox"/> Delete Signer	Name: <b>Jamie Peterson</b> Title: <b>assistant principal</b>
	Address:
	Date of Birth: Phone Number:
	Social Security Number: Identification Number:
	Signature: <i>[Signature]</i> Date: <b>8/28/19</b> Chex: <input type="checkbox"/> OFAC: <input type="checkbox"/>
<b>Signer # 3</b> <input checked="" type="checkbox"/> Add Signer <input type="checkbox"/> Delete Signer  Existing	Name: <b>Jane Enlehardt</b> Title: <b>teacher</b>
	Address:
	Date of Birth: Phone Number:
	Social Security Number: Identification Number:
	Signature: <i>[Signature]</i> Date: <b>8/28/19</b> Chex: <input type="checkbox"/> OFAC: <input type="checkbox"/>

<b>Signer # 4</b> <input checked="" type="checkbox"/> Add Signer <input type="checkbox"/> Delete Signer	Name: Priscilla Rice	Title: Admin Designee / Teacher	
	Address:		
	Date of Birth:	Phone Number:	
	Social Security Number:	Identification Number:	
	Signature: <i>Priscilla Rice</i>	Date: 8/20/19	Chex: <input type="checkbox"/>
<b>Signer # 5</b> <input type="checkbox"/> Add Signer <input checked="" type="checkbox"/> Delete Signer Delete	Name: Natalie Odebunmi	Title: (No Longer Employed at ESD)	
	Address:		
	Date of Birth:	Phone Number:	
	Social Security Number:	Identification Number:	
	Signature:	Date:	Chex: <input type="checkbox"/>

I/We understand the removal of a signer requires consent of the signer being removed or minutes stating the signer change (when available) and the signature of remaining signers below. We will hold the credit union harmless for actions regarding account access. The removed account signer relinquishes any form of interest in the account(s) set forth.

Date Change Effective \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Future Credit Opportunities and Acknowledgement of Receipt of Truth-In-Saving Disclosure**

The terms and conditions of your deposit account agreements are contained in your Credit Union's Truth-In-Savings Disclosure. All the terms, conditions and information contained in this Membership and Account Application, and any amendments thereto, are by this reference incorporated in their entirety into the Truth-In-Savings Disclosure. By signing this Application, you are acknowledging that you have received a copy of the Truth-In-Savings Disclosure, the terms and conditions of this Membership and Account Application, and the terms and conditions of the Credit Union's Account Agreement (s) and any amendments thereto. The Credit Union makes credit available to its members on a regular basis. The Account applicant (s) authorize the Credit Union to obtain credit reports in connection with future credit opportunities, and the Account applicant (s) authorize any person association or corporation to furnish information concerning the Account to credit reporting agencies. Pursuant to State law, you are hereby notified that a negative credit report reflection on your credit record may be submitted to a credit reporting agency, if you fail to fulfill the terms of your credit obligations.

**Tax Certification**

By signing below, I certify that the taxpayer ID number provided for this account is correct for the business entity requesting an account. The business entity is a U.S. person (including resident alien) and either (a) is exempt from backup withholding, or (b) has never been notified by the IRS that it is subject to backup withholding due to underreporting of dividends or interest, or (c) has been notified by the IRS that it is no longer subject to backup withholding. I understand that the IRS does not require consent to any term of this agreement except certifications required to avoid backup withholding.

Reporting TIN: \_\_\_\_\_

If this business is subject to backup withholding, check the following box.

Completion of this area is mandatory for all accounts.

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Title

*Douglas M. Claflin*  
 Authorized Signature

DOUGLAS M. CLAFLIN  
 ASSISTANT SUPERINTENDENT  
 OF BUSINESS SERVICES

**School/District Type**

- School Account     Unincorporated Organization     Public Funds Account



**CLERK'S CERTIFICATE**

I, \_\_\_\_\_, clerk of the Board of Trustees of the Etiwanda School District, do hereby certify that the foregoing is a full, true and correct copy of agenda item \_\_\_\_\_ (*Approval of Chaffey Federal Credit Union School/District Membership Application to make an addition of signers/deletions on the student fund account at Terra Vista Elementary*) that was duly passed, approved and adopted at a regular meeting place thereof on the 26th day of September , 2019, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and that at said meeting said item was adopted by the following vote:

AYES:                               —  
NOES:                               —  
ABSTAINED:                     —  
ABSENT:                           —

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

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

Dated: September 26, 2019

\_\_\_\_\_  
Clerk of the Board of Trustees  
of the Etiwanda School District



# School/District Membership Application

School/District Information	
<input type="checkbox"/> New Account	<input checked="" type="checkbox"/> Change of Signers
<input type="checkbox"/> Update Info	Account Number: <b>2024505</b>
School/District Name	<b>Grapeland Elem. / Etiwanda School Dist</b>
Street Address	<b>7177 Etiwanda Ave.</b>
City ST ZIP Code	<b>Etiwanda, CA 91739</b>
Office Phone	<b>909) 463-7026</b>
Fax	<b>909) 463-4838</b>
Web Site Address	
Type of School/District Account Establishing	
<input checked="" type="checkbox"/> School/District Share Savings	<input type="checkbox"/> School/District Money Market
<input type="checkbox"/> School/District Certificate	<input type="checkbox"/> Agreed Upon Discount Rate
<input type="checkbox"/> School/District Checking	<input type="checkbox"/> School/District Checking Plus
<input type="checkbox"/> School/District Checking Premium	
Type of Product(s) Services Establishing	
<input type="checkbox"/> Overdraft Protection	<input checked="" type="checkbox"/> School/District LOC
<input type="checkbox"/> Tax Deposit	<input type="checkbox"/> Online Banking
<input type="checkbox"/> Merchant Processing	<input type="checkbox"/> Corporate Visa
<input type="checkbox"/> Visa Debit Card	<input type="checkbox"/> * Yes-Opt In ATM/Debit Card Courtesy Pay Overdraft Coverage
<input checked="" type="checkbox"/> * No-Opt Out ATM/Debit Card Courtesy Pay Overdraft Coverage	
Authorized Signers	
<input type="checkbox"/> One Signature Required	<input checked="" type="checkbox"/> Two Signatures Required
<input type="checkbox"/> Minutes Attached	
Authorized signers: The signature of any person listed below is authorized to transact business on this account.	
<b>Signer # 1</b>	Name: <b>Joseph Shaw</b> Title: <b>Principal</b>
<input type="checkbox"/> Add Signer	Address:
<input type="checkbox"/> Delete Signer	Date of Birth: Phone Number:
<b>Existing</b>	Social Security Number: Identification Number:
	Signature:  Date: <b>8/27/19</b> Chex: <input type="checkbox"/> OFAC: <input type="checkbox"/>
<b>Signer # 2</b>	Name: <b>Brett Beitler</b> Title: <b>Teaching V.P.</b>
<input type="checkbox"/> Add Signer	Address:
<input type="checkbox"/> Delete Signer	Date of Birth: Phone Number:
<b>Add</b>	Social Security Number: Identification Number:
	Signature:  Date: <b>8/27/19</b> Chex: <input type="checkbox"/> OFAC: <input type="checkbox"/>
<b>Signer # 3</b>	Name: <b>Jennifer Evans</b> Title: <b>Teacher</b>
<input type="checkbox"/> Add Signer	Address:
<input type="checkbox"/> Delete Signer	Date of Birth: Phone Number:
<b>Add</b>	Social Security Number: Identification Number:
	Signature:  Date: <b>8/27/19</b> Chex: <input type="checkbox"/> OFAC: <input type="checkbox"/>

<b>Signer # 4</b> <input type="checkbox"/> Add Signer <input type="checkbox"/> Delete Signer Delete	Name: <u>Match White</u>	Title: <u>Asst. Principal</u>
	Address: _____	Phone Number: _____
	Date of Birth: _____	Identification Number: _____
	Social Security Number: _____	Signature: <u>not available</u>
	Signature: _____	Date: <u>9/12/19</u> Chex: <input type="checkbox"/> OFAC: <input type="checkbox"/>
<b>Signer # 5</b> <input type="checkbox"/> Add Signer <input type="checkbox"/> Delete Signer	Name: _____	Title: _____
	Address: _____	Phone Number: _____
	Date of Birth: _____	Identification Number: _____
	Social Security Number: _____	Signature: _____
	Signature: _____	Date: _____ Chex: <input type="checkbox"/> OFAC: <input type="checkbox"/>

I/We understand the removal of a signer requires consent of the signer being removed or minutes stating the signer change (when available) and the signature of remaining signers below. We will hold the credit union harmless for actions regarding account access. The removed account signer relinquishes any form of interest in the account(s) set forth.

Date Change Effective 8/27/19  
Signature [Signature] Date 8/27/19  
Signature [Signature] Date 8/27/19

**Future Credit Opportunities and Acknowledgement of Receipt of Truth-in-Saving Disclosure**

The terms and conditions of your deposit account agreements are contained in your Credit Union's Truth-In-Savings Disclosure. All the terms, conditions and information contained in this Membership and Account Application, and any amendments thereto, are by this reference incorporated in their entirety into the Truth-In-Savings Disclosure. By signing this Application, you are acknowledging that you have received a copy of the Truth-In-Savings Disclosure, the terms and conditions of this Membership and Account Application, and the terms and conditions of the Credit Union's Account Agreement (s) and any amendments thereto. The Credit Union makes credit available to its members on a regular basis. The Account applicant (s) authorize the Credit Union to obtain credit reports in connection with future credit opportunities, and the Account applicant (s) authorize any person association or corporation to furnish information concerning the Account to credit reporting agencies. Pursuant to State law, you are hereby notified that a negative credit report reflection on your credit record may be submitted to a credit reporting agency, if you fail to fulfill the terms of your credit obligations.

**Tax Certification**

By signing below, I certify that the taxpayer ID number provided for this account is correct for the business entity requesting an account. The business entity is a U.S. person (including resident alien) and either (a) is exempt from backup withholding, or (b) has never been notified by the IRS that it is subject to backup withholding due to underreporting of dividends or interest, or (c) has been notified by the IRS that it is no longer subject to backup withholding. I understand that the IRS does not require consent to any term of this agreement except certifications required to avoid backup withholding.

Reporting TIN: \_\_\_\_\_

If this business is subject to backup withholding, check the following box.

Completion of this area is mandatory for all accounts.

\_\_\_\_\_  
Print Name Title Authorized Signature  
DOUGLAS M. CLAFLIN  
ASSISTANT SUPERINTENDENT  
OF BUSINESS SERVICES

**School/District Type**

- School Account  Unincorporated Organization  Public Funds Account

**CLERK’S CERTIFICATE**

I, \_\_\_\_\_, clerk of the Board of Trustees of the Etiwanda School District, do hereby certify that the foregoing is a full, true and correct copy of agenda item \_\_\_\_\_ (*Approval of Chaffey Federal Credit Union School/District Membership Application to make an addition of signers/deletions on the student fund account at Grapeland Elementary*) that was duly passed, approved and adopted at a regular meeting place thereof on the 26th day of September , 2019, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and that at said meeting said item was adopted by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSTAINED: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

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

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

Dated: September 26, 2019

\_\_\_\_\_  
Clerk of the Board of Trustees  
of the Etiwanda School District

Shawn Judson, Ed.D.  
 Superintendent  
 Douglas M. Clafin  
 Assistant Superintendent of Business Services  
 Terry Embleton  
 Assistant Superintendent of Personnel Services  
 Charlayne Sprague  
 Assistant Superintendent of Instruction/Pupil Services



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

6061 East Avenue, Etiwanda, California 91739  
 www.etiwanda.k12.ca.us  
 (909) 899-2451 FAX (909) 803-3021

**Equipment Disposal Form**

To: Purchasing Date: 09/05/2019

Please put on the Board agenda for approval by the Board of Trustees.

Submitted by: Runisha Fultz - ITSC

School / Department: HIS / All located in building E storage room floor.

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

Quantity	Equipment Type	Model Number	Serial Number	District I.D. #	Approximate Value
1	Sharp TV			ESD-1307	
2	Box of Keyboards (25 each)	Multi.			
1	Box of Keyboards (21)	Mult.			
1	Box of non-working Headsets				
1	Box of monitor VGA/power cables				
13	Computer Monitors	Dell			
1	Computer Monitor	ViewSonic			

Board Approval Date: \_\_\_\_\_

Shawn Judson, Ed.D.  
 Superintendent  
 Douglas M. Claffin  
 Assistant Superintendent of Business Services  
 Terry Embleton  
 Assistant Superintendent of Personnel Services  
 Charlayne Sprague  
 Assistant Superintendent of Instruction/Pupil Services



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

8081 East Avenue, Etiwanda, California 91739  
 www.etiwanda.k12.ca.us  
 (909) 899-2451 FAX (909) 803-3021

**Equipment Disposal Form**

To: Purchasing \_\_\_\_\_ Date: 8.15.19

Please put on the Board agenda for approval by the Board of Trustees.

Submitted by: Nanci Gannon

School / Department: DWL - MPR - Stage

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

Quantity	Equipment Type	Model Number	Serial Number	District I.D. #	Approximate Value
4	Doc. Cameras	IPEVO	Ziggi		0
1	Monitor	Ophquest	00		0

Board Approval Date: \_\_\_\_\_

O:\Forms\Equipment Disposal Form\rev 6/29/17



EQUIPMENT DISPOSAL FORM

To: Purchasing

Date: 8/29/19

School/ Dept: EIS

Room/Location: TJCIT OFFICE

Submitted by: Ashley Siferland

The items listed below are to be taken out of inventory. Please put on the Board Agenda for approval by the Board of Trustees.

Quantity	Equipment Type	Model	Serial#	ESD Tag#	Approx Value
3	OVERHEAD PROJECTORS	EIKI 3960A	8020203	—	⊖
		ELMO HP-L3550H	379766	—	⊖
		EIKI 3960A	91209038	—	⊖
1 Box	COMPUTER MICE	—	—	—	⊖
1 Box	MISC COMPUTER CABLES	—	—	—	⊖
2	DELL KEYBOARDS	SR-8115	—	—	⊖
2	5 PORT SWITCHES	3C16793	—	—	⊖
3	DATA TRANSFER SWITCH	—	—	—	⊖
6	HP PRINTERS	6988	—	—	⊖
		3510	—	—	⊖
		960C	—	—	⊖
		960C	—	—	⊖
		6122	—	—	⊖
		6122	—	—	⊖
3	HP PC'S	Optiplex 790	—	11454	⊖
		790	—	12335	⊖
		790	—	11451	⊖
3	LUMENS LADYBUG HOWERCAM	—	—	—	⊖
1	DELL LAPTOP	Latitude E5500	—	9390	⊖
1	HP PC	Optiplex 790	—	11428	⊖
1	DELL PORTABLE PROJECTOR	2400MP	CN-DCF901-50091-674-0045	ESP-7552	⊖
1	HP PC	Optiplex 360	—	9756	⊖

Board Approval Date: \_\_\_\_\_



EQUIPMENT DISPOSAL FORM

To: Purchasing

Date: 8/29/19

School/

Dept: EIS

Room/Location: TECH OFFICE

Submitted by:

Ashley Shepherd

The items listed below are to be taken out of inventory. Please put on the Board Agenda for approval by the Board of Trustees.

Quantity	Equipment Type	Model	Serial#	ESD Tag#	Approx Value
1	AVERVISION DOC CAM	CP300	-	-	0
2	DELL PC MONITORS	-	-	-	0
2	SONY PC MONITORS	-	-	-	0
					0

Board Approval Date: \_\_\_\_\_



Shawn Judson, Ed.D.  
 Superintendent  
 Douglas M. Clafin  
 Assistant Superintendent of Business Services  
 Terry Embleton  
 Assistant Superintendent of Personnel Services  
 Charlayne Sprague  
 Assistant Superintendent of Instruction/Pupil Services



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 www.etiwanda.k12.ca.us  
 (909) 899-2451 FAX (909) 803-3021

**Equipment Disposal Form**

To: Purchasing Date: 9 / 9 / 17

Please put on the Board agenda for approval by the Board of Trustees.

Submitted by: JOEL WIESNER

School / Department: CARLETON P. LIGHTFOOT ELEMENTARY

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

Quantity	Equipment Type	Model Number	Serial Number	District I.D. #	Approximate Value
1	DELL OPTIPLEX	755	BSQ21F1	8537	0
1	DELL OPTIPLEX	755	HL371F1	8746	0
1	DELL OPTIPLEX	755	73J51F1	8538	0
1	DELL OPTIPLEX	755	8K371F1	8747	0
1	DELL OPTIPLEX	755	5M371F1	8754	0
1	DELL OPTIPLEX	755	6K371F1	8751	0
1	DELL OPTIPLEX	756	2L371F1	8749	0
1	HP DESKJET 6940			-	0
1	HP LASERJET 2055			-	0
1	BOX MISC. CABLES			-	0
1	RADIO				0
1	DELL LCD MONITOR				0

Board Approval Date: \_\_\_\_\_

RESOLUTION 1920-22  
RESOLUTION FOR ADOPTING THE "GANN" LIMIT  
Etiwanda School District

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called "Gann Limits," for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann limit for the 2018-19 fiscal year and a projected Gann Limit for the 2019-20 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2018-19 and 2019-20 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2018-19 and 2019-20 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this district.

AYES 5      NOES 0      ABSENT 0      ABSTAINED 0

Attest:

Secretary

Date: September 12, 2019

President

\*Attachments updated to include revisions to excluded Medicare appropriations:

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_ ABSTAINED \_\_\_\_\_

Attest:

Secretary

Date: September 26, 2019

President

	2018-19 Calculations			2019-20 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
<b>A. PRIOR YEAR DATA</b> (2017-18 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	<b>2017-18 Actual</b>			<b>2018-19 Actual</b>		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	93,435,798.12		93,435,798.12			96,380,567.45
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	13,768.39		13,768.39			13,699.88
ADJUSTMENTS TO PRIOR YEAR LIMIT	<b>Adjustments to 2017-18</b>			<b>Adjustments to 2018-19</b>		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
<b>B. CURRENT YEAR GANN ADA</b> (2018-19 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)	<b>2018-19 P2 Report</b>			<b>2019-20 P2 Estimate</b>		
1. Total K-12 ADA (Form A, Line A6)	13,699.88		13,699.88	13,474.88		13,474.88
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			13,699.88			13,474.88
<b>C. CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED</b>	<b>2018-19 Actual</b>			<b>2019-20 Budget</b>		
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	88,583.74		88,583.74	45,000.00		45,000.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	9,280,321.26		9,280,321.26	8,300,000.00		8,300,000.00
5. Unsecured Roll Taxes (Object 8042)	418,343.29		418,343.29	350,000.00		350,000.00
6. Prior Years' Taxes (Object 8043)	84,089.08		84,089.08	75,000.00		75,000.00
7. Supplemental Taxes (Object 8044)	467,888.66		467,888.66	250,000.00		250,000.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	(2,339,202.96)		(2,339,202.96)	(1,900,000.00)		(1,900,000.00)
9. Penalties and Int. from Delinquent Taxes (Object 8048)	10,492.37		10,492.37	10,000.00		10,000.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	14,394,956.43		14,394,956.43	8,108,300.00		8,108,300.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	22,405,471.87	0.00	22,405,471.87	15,238,300.00	0.00	15,238,300.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	22,405,471.87	0.00	22,405,471.87	15,238,300.00	0.00	15,238,300.00

	2018-19 Calculations			2019-20 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
<b>EXCLUDED APPROPRIATIONS</b>						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			1,322,864.84			1,337,394.00
<b>OTHER EXCLUSIONS</b>						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			1,322,864.84			1,337,394.00
<b>STATE AID RECEIVED (Funds 01, 09, and 62)</b>						
24. LCFF - CY (objects 8011 and 8012)	99,128,442.00		99,128,442.00	108,829,241.00		108,829,241.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	(5,264.00)		(5,264.00)	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	99,123,178.00	0.00	99,123,178.00	108,829,241.00	0.00	108,829,241.00
<b>DATA FOR INTEREST CALCULATION</b>						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	155,677,656.41		155,677,656.41	151,845,408.00		151,845,408.00
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	798,869.26		798,869.26	404,000.00		404,000.00
<b>D. APPROPRIATIONS LIMIT CALCULATIONS</b>			<b>2018-19 Actual</b>			<b>2019-20 Budget</b>
<b>PRELIMINARY APPROPRIATIONS LIMIT</b>						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			93,435,798.12			96,380,567.45
2. Inflation Adjustment			1.0367			1.0385
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			0.9950			0.9836
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			96,380,567.45			98,449,723.30
<b>APPROPRIATIONS SUBJECT TO THE LIMIT</b>						
5. Local Revenues Excluding Interest (Line C18)			22,405,471.87			15,238,300.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B3 or \$2,400; but not greater than Line C26 or less than zero)			1,643,985.60			1,616,985.60
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			75,297,960.42			84,548,817.30
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			75,297,960.42			84,548,817.30
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			503,957.13			266,201.93
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			22,909,429.00			15,504,501.93
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			74,794,003.29			84,282,615.37
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			22,909,429.00			
b. State Subventions (Line D8)			74,794,003.29			
c. Less: Excluded Appropriations (Line C23)			1,322,864.84			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			96,380,567.45			

	2018-19 Calculations			2019-20 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
<p><b>10. Adjustments to the Limit Per Government Code Section 7902.1</b> (Line D9d minus D4; if negative, then zero)</p> <p>If not zero report amount to: Keely Bosler, Director State Department of Finance Attention: School Gann Limits State Capitol, Room 1145 Sacramento, CA 95814</p>	0.00					
<b>SUMMARY</b>	<b>2018-19 Actual</b>			<b>2019-20 Budget</b>		
<p><b>11. Adjusted Appropriations Limit</b> (Lines D4 plus D10)</p>	96,380,567.45			98,449,723.30		
<p><b>12. Appropriations Subject to the Limit</b> (Line D9d)</p>	96,380,567.45					

\* Please provide below an explanation for each entry in the adjustments column.


Michael Mancuso \_\_\_\_\_  
Gann Contact Person

909-803-3097 \_\_\_\_\_  
Contact Phone Number

**INTENTIONALLY LEFT BLANK**

AUG - 9 2019



California School Boards Association

**TIME SENSITIVE, REQUIRES BOARD ACTION**

**DEADLINE Saturday, October 5, 2019**

*Please deliver to all members of the governing board.*

July 31, 2019

## MEMORANDUM

TO: All CSBA Member Districts and County Offices of Education  
FROM: Dr. Emma Turner, CSBA President  
SUBJECT: Call for Nominations for CSBA Directors-at-Large African American, American Indian, and County

Nominations for CSBA Directors-at-Large African American, American Indian, and County are currently being accepted until Saturday, October 5, 2019. Information, including required forms, related to the nomination and election process are available online, please visit [www.csba.org](http://www.csba.org). Directors-at-Large play an important role at CSBA, helping shape policy and set organizational direction.

The nominations for Directors-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. (Please note: Only a CSBA member County Board of Education may submit a nomination for the Director-at-Large, County seat.)

The elections will take place at CSBA's Delegate Assembly meeting on Wednesday, December 4, 2019 at the Marriott Marquis San Diego Marina. Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference, December 7, 2019.

**Nomination forms** are due by **Saturday, October 5, 2019** (U.S. Postmark or email [nominations@csba.org](mailto:nominations@csba.org).)

**Candidate Form and two letters of recommendation** are due by **Friday, October 11, 2019** (U.S. Postmark or email [nominations@csba.org](mailto:nominations@csba.org).)

- **Nomination form from a member board:** A completed, signed, and dated nomination form. Member boards must secure permission before placing a name into nomination.
- **Candidate Form:** A signed and dated candidate form completed by the nominee.
- **Two letters of recommendation:** A one page, single-sided, letter addressed to CSBA President Dr. Emma Turner. Recommendation letters may be from:
  - 1) A CSBA member district or county office of education (COE) board - **if letter is signed by the Superintendent, it must state in the letter "on behalf of the board."**
  - 2) An individual board member from a CSBA member district or COE board
  - 3) Another association of school or county office of education board members
- **An optional, one-page résumé** from the nominee.

Please contact CSBA's Executive Office at 800-266-3382 should you have any questions. More information about the Directors-at-Large nomination and election process, as well as required documents, may be found at [www.csba.org](http://www.csba.org).

Thank you.

2019



## Director-at-Large, African American, American Indian, and County Nomination Form

Nominations for Director-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education who has consented to be nominated. It is the responsibility of the nominating board to obtain permission prior to making the nomination. *(Only a CSBA member County Board of Education may submit a nomination for the Director-at-Large, County seat.)*

**The deadline for the nomination form is Saturday, October 5, 2019.**

**Please submit a separate nomination form for each position nominated.**

The governing board of the \_\_\_\_\_ School District or County Office Board of Education voted to nominate \_\_\_\_\_ as a candidate for the following Director-at-Large position:  
*(Nominee name)*

- Director-at-Large, African American
- Director-at-Large, American Indian
- Director-at-Large, County

The nominee is a member of the \_\_\_\_\_ School District or County Office Board of Education, which is a member of CSBA. The nominee has been contacted and given permission to be nominated.

\_\_\_\_\_  
*Signature of the Board Clerk or Board Secretary*

\_\_\_\_\_  
*Date*

**Please submit this nomination form by choosing only ONE of the following options:**

E-mail: [nominations@csba.org](mailto:nominations@csba.org) – due by 11:59 p.m., no later than Sat. 10/5/19  
FAX: Attn: Executive Office – CSBA Pres. – 916.371.3407 no later than Sat. 10/5/19  
U.S. Mail Postmarked by US Postal Service no later than Sat. 10/5/19  
Dr. Emma Turner, CSBA President  
California School Boards Association  
3251 Beacon Blvd. | West Sacramento, CA 95691





## Frequently Asked Questions re Election to CSBA's Board of Directors for 2019-2021 Term as a Director-at-Large

**How many Directors-at-Large are there?** *There are 5 Directors-at-Large – African American, American Indian, Asian/Pacific Islander, Hispanic, and County. In addition, there are 4 officers, 21 Regional Directors, the President of the California County Boards of Education (CCBE) who serves a one-year term, and any Director or officer of the National School Boards Association.*

**Which Director-at-Large positions are up for election?** *In even-numbered years, the Directors-at-Large, Asian/Pacific Islander and Hispanic are elected. In odd-numbered years, Directors-at-Large, African American, American, and County.*

**Who can run for Directors-at-Large?** *Any board member from a CSBA-member district or county office of education board.*

**Who can nominate the Directors-at-Large?** *Any district or county office of education whose board is a member of CSBA. However, only county offices of education may nominate a Director-at-Large, County.*

Nomination forms are due by **Saturday, October 5, 2019** via U.S. Postal Service postmark or emailed to [nominations@csba.org](mailto:nominations@csba.org)  
**Candidate Form and two letters of recommendation** are due by **Friday, October 11, 2019** via U.S. Postal Service postmark or emailed to [nominations@csba.org](mailto:nominations@csba.org). A completed nomination packet includes:

- **Nomination form from a member board:** A completed, signed, and dated nomination form. Member boards must secure permission before placing a name into nomination.
- **Candidate Form:** A signed, and dated candidate form completed by the nominee. An optional, one-page résumé from the nominee may be submitted.
  - 1) **Two letters of recommendation:** A one page, single-sided, letter addressed to CSBA President Dr. Emma Turner. Recommendation letters must be from 1) A CSBA member district or county office of education (COE) board - **if letter is signed by the Superintendent, it must state in the letter "on behalf of the board."**
  - 2) An individual board member from a CSBA member district or COE board; and
  - 3) 3) Another association of school or county office of education board members

**When and where are the elections?** *Wed., Dec. 4 at CSBA's Delegate Assembly mtg at the Marriott Marquis San Diego.*

**How long does a Director-at-Large serve on the Board?** *Directors serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference and Trade Show. Directors may run for re-election if they choose to.*

**When and Where are the required meetings for CSBA Directors?** *Each year, there are 5 Board meetings and 2 Delegate Assembly meetings. Board meetings are held over a weekend, except for the meetings in May and late November or early December when meetings are a single day. The meetings in late January/early February, late March/early April, and late September/early October, take place at the CSBA office in West Sacramento. The May meeting takes place at the Sacramento Hyatt the day before the Delegate Assembly meeting. In 2020, the December meeting will take place in Anaheim, the day before the Delegate Assembly meeting*

**What do Directors do?** *Members of the Board of Directors establish the vision, mission and goals for the Association, ensure that Association activities and programs remain focused on those goals and the issues identified in the Policy Platform. The Board of Directors adopt final positions and policies and legislation that are consistent with the Policy Platform. They provide advocacy on behalf of children, public education, local boards and the Association; serve on committees, receive reports and updates on major programs. They also provide two-way communication with Delegate Assembly members and local board members, and support and participate in the Association's activities and events.*

*In addition, the Board has corporate duties to adopt the Association's budget; adopt and amend the Association's Standing Rules; receive reports on corporate operations; approve the hiring and terms of employment of the CEO & Executive Director, upon recommendation of the Executive Committee; comment annually on the performance, and act on the contract of the CEO & Executive Director, upon recommendation of the Executive Committee; and abide by the Code of Ethics, Conflict of Interest Policy, and Whistleblower Policy, as adopted by the Board of Directors.*

7/2019 - For questions or additional information, please contact CSBA's Executive Office at (800) 266-3382.

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## 2019 Director-at-Large, African American, American Indian, & County Candidate Form

**Deadline: Friday, October 11, 2019** Please submit this Candidate form by choosing **one** of the following options: E-mail, [nominations@csba.org](mailto:nominations@csba.org), or Fax to ATTN: Dr. Emma Turner, President at (916) 371-3407, or U.S. Postal mail, Dr. Emma Turner, President California School Boards Association | 3251 Beacon Blvd. | West Sacramento, CA 95691. Please complete in the spaces provided, do not state "See résumé" on the form. An optional, single-sided, one-page résumé may also be submitted.

**I AM RUNNING FOR:** \_\_\_\_\_

Name: _____	Region: _____
District or COE: _____	Years on board: _____ ADA: _____
Contact Number: _____	Preferred E-mail: _____
Profession: _____	

1. CSBA's Board of Directors is the governing body for the Association. What do you see as CSBA's greatest strength as an organization and what can the Board of Directors do to make it even stronger?

2. Given the governing roles and responsibilities for the Board of Directors to set direction and provide leadership, please describe the skills and experiences you would bring to the Board.

*Continued on next page*

3. What is one characteristic that you believe every leader should possess?

4. What do you see as the biggest challenge facing governing board members and how can CSBA help?

5. Please provide any additional information about yourself for the Delegate Assembly to consider regarding your candidacy.

Your signature indicates your consent to have your name placed on the ballot and to serve, if elected.

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Signature

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Date

**ETIWANDA SCHOOL DISTRICT**  
**Resolution No. 1920-24**  
*Adoption of Resolution Recognizing the Week of*  
*October 14-18, 2019, 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 14-18, 2019, as the *Week of the School Administrator*.

**ADOPTED, SIGNED and APPROVED** this 26<sup>th</sup> day of September 2019.

**BOARD OF TRUSTEES OF THE**  
**ETIWANDA SCHOOL DISTRICT**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Clerk**

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