



CHINO VALLEY
UNIFIED SCHOOL DISTRICT

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

BOARD OF EDUCATION AGENDA

September 19, 2019

BOARD OF EDUCATION

James Na, President
Irene Hernandez-Blair, Vice President
Andrew Cruz, Clerk
Christina Gagnier, Member
Joe Schaffer, Member

Audrey Ing, Student Representative

—◆—
SUPERINTENDENT

Norm Enfield, Ed.D.

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
5130 Riverside Drive, Chino, CA 91710
5:15 p.m. - Closed Session • 6:00 p.m. - Regular Meeting
September 19, 2019

AGENDA

- The public is invited to address the Board of Education regarding items listed on the agenda. Comments on an agenda item will be accepted during consideration of that item, or prior to consideration of the item in the case of a closed session item. Persons wishing to address the Board are requested to complete and submit to the Administrative Secretary, Board of Education, a "Request to Speak" form available at the entrance to the Board room.
- In compliance with the Americans with Disabilities Act, please contact the Administrative Secretary, Board of Education, if you require modification or accommodation due to a disability.
- Agenda documents that have been distributed to members of the Board of Education less than 72 hours prior to the meeting are available for inspection at the Chino Valley Unified School District Administration Center, 5130 Riverside Drive, Chino, California, during the regular business hours of 7:30 a.m. to 4:30 p.m., Monday through Friday.
- Order of business is approximate and subject to change.

I. OPENING BUSINESS

I.A. CALL TO ORDER – 5:15 P.M.

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

Discussion and possible action (times are approximate):

- a. Conference with Legal Counsel Existing Litigation (Government Code 54954.5 (c) and 54956.9 (d)(1)): Oxford Preparatory Academy v. Chino Valley Unified School District, et. al. SBC No. CIVDS1710045. (Chidester, Margaret A. & Associates) (5 minutes)
- b. Conference with Legal Counsel Anticipated Litigation (Government Code 54954.5(c) and 54956.9 (d)(2) and (e)(1)): One possible case. (Terry Tao, Esquire) (5 minutes)
- c. Student Discipline Matters (Education Code 35146, 48918 (c) & (j):): Expulsion cases 19/20-02 and 19/20-03. (20 minutes)
- d. Conference with Labor Negotiators (Government Code 54957.6): A.C.T. and CSEA negotiations. Agency designated representatives: Frank Arce, Isabel Brenes, Sandra Chen, and Richard Rideout. (5 minutes)
- e. Public Employee Discipline/Dismissal/Release (Government Code 54957): (5 minutes)
- f. Public Employee Appointment (Government Code 54957): High School Assistant Principal. (5 minutes)

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

1. Report Closed Session Action
2. Pledge of Allegiance

I.C. PRESENTATIONS

1. CIIS: Creating a Pipeline to Success Beyond Graduation

I.D. COMMENTS FROM STUDENT REPRESENTATIVE

The proceedings of this meeting are being recorded.

- I.E. COMMENTS FROM EMPLOYEE REPRESENTATIVES
- I.F. COMMENTS FROM THE AUDIENCE ON ITEMS NOT ON THE AGENDA
- I.G. CHANGES AND DELETIONS

II. CONSENT

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

II.A. ADMINISTRATION

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

Page 6 Recommend the Board of Education approve the minutes of the regular meeting of September 5, 2019.

II.B. BUSINESS SERVICES

II.B.1. Warrant Register

Page 14 Recommend the Board of Education approve/ratify the warrant register, provided under separate cover.

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

Page 15 Recommend the Board of Education approve/ratify the 2019/2020 applications to operate fundraising activities and other activities for the benefit of students.

II.B.3. Fundraising Activities

Page 17 Recommend the Board of Education approve/ratify the fundraising activities.

II.B.4. Donations

Page 21 Recommend the Board of Education accept the donations.

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

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

Page 23 Recommend the Board of Education approve student expulsion cases 19/20-02 and 19/20-03.

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

Page 24 Recommend the Board of Education approve the Cal Aero Preserve Academy Multi Track Year-Round Student Attendance Calendars for the 2020/2021, 2021/2022, and 2022/2023 school years.

- II.C.3. Boys Republic HS, Chino Valley Learning Academy, and Chino Valley Adult School Student Attendance Calendars for the 2020/2021, 2021/2022, and 2022/2023 School Years**
Page 28
Recommend the Board of Education approve the Boys Republic HS, Chino Valley Learning Academy, and Chino Valley Adult School Student Attendance Calendars for the 2020/2021, 2021/2022, and 2022/2023 school years.
- II.D. FACILITIES, PLANNING, AND OPERATIONS**
- II.D.1. Purchase Order Register**
Page 38
Recommend the Board of Education approve/ratify the purchase order register, provided under separate cover.
- II.D.2. Agreements for Contractor/Consultant Services**
Page 39
Recommend the Board of Education approve/ratify the Agreements for Contractor/Consultant Services.
- II.D.3. Surplus/Obsolete Property**
Page 43
Recommend the Board of Education declare the District property surplus/obsolete and authorize staff to sell/dispose of said property.
- II.D.4. Notice of Completion for CUPCCAA Bid 19-20-07I, Rhodes ES Flooring Material and Installation**
Page 45
Recommend the Board of Education approve the Notice of Completion for CUPCCAA Bid 19-20-07I, Rhodes ES Flooring Material and Installation.
- II.D.5. Bid 19-20-14F, District White Fleet—Security Vehicles**
Page 47
Recommend the Board of Education award Bid 19-20-14F, District White Fleet—Security Vehicles to MK Smith Chevrolet.
- II.D.6. Bid 19-20-15F, Briggs K-8 New Science Building—Grading/Earthwork**
Page 48
Recommend the Board of Education award the base bid and alternate for Bid 19-20-15F, Briggs K-8 New Science Building—Grading/Earthwork to Crew, Inc.
- II.D.7. Change Order for Bid 18-19-08F, Ayala HS New Science Building**
Page 50
Recommend the Board of Education approve the Change Order for Bid 18-19-08F, Ayala HS New Science Building.
- II.D.8. Change Orders for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project**
Page 53
Recommend the Board of Education approve the Change Orders for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project.
- II.D.9. Change Order and Notice of Completion for Bid 18-19-33F, Borba ES HVAC Retrofit**
Page 67
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 18-19-33F, Borba ES HVAC Retrofit.

II.D.10. Notice of Completion for Bid 18-19-34F, Newman ES HVAC Retrofit
Page 70 Recommend the Board of Education approve the Notice of Completion for Bid 18-19-34F, Newman ES HVAC Retrofit.

II.D.11. Notice of Completion for Bid 18-19-35F, Glenmeade ES HVAC Retrofit
Page 71 Recommend the Board of Education approve the Notice of Completion for Bid 18-19-35F, Glenmeade ES HVAC Retrofit.

II.D.12. Notice of Completion for Bid 18-19-36F, Magnolia JHS HVAC Retrofit
Page 72 Recommend the Board of Education approve the Notice of Completion for Bid 18-19-36F, Magnolia JHS HVAC Retrofit.

II.D.13. Notice of Completion for Bid 18-19-37F, Walnut ES Parking Lot Expansion
Page 73 Recommend the Board of Education approve the Notice of Completion for Bid 18-19-37F, Walnut ES Parking Lot Expansion.

II.D.14. License Agreement with Chino Holding Company, LLC, a Delaware Limited Liability Company for Access to Real Property Located in the City of Chino for Environmental and Preliminary Construction Testing and Inspections
Page 74 Recommend the Board of Education approve the License Agreement with Chino Holding Company, LLC, a Delaware limited liability company for access to real property located in the city of Chino for environmental and preliminary construction testing and inspections.

II.E. HUMAN RESOURCES

II.E.1. Certificated/Classified Personnel Items
Page 86 Recommend the Board of Education approve/ratify the certificated/classified personnel items.

II.E.2. Student Teaching Agreements with California State University, Fullerton, and Pepperdine University
Page 91 Recommend the Board of Education approve the student teaching agreements with California State University, Fullerton, and Pepperdine University.

III. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

IV. ADJOURNMENT

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
September 5, 2019

MINUTES

I. OPENING BUSINESS

I.A. CALL TO ORDER – 5:05 P.M.

1. Roll Call

President Na called to order the regular meeting of the Board of Education, Thursday, September 5, 2019, at 5:05 p.m. with Blair, Cruz, Gagnier, Schaffer, and Na present.

Administrative Personnel

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

2. Public Comment on Closed Session Items

None.

3. Closed Session

President Na adjourned to closed session at 5:05 p.m. regarding conference with legal counsel existing and anticipated litigation; student admissions; conference with labor negotiations: A.C.T. and CSEA; and public employee discipline/dismissal/release.

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

1. Report Closed Session Action

President Na reconvened the regular meeting of the Board of Education at 6:00 p.m. with Blair, Cruz, Gagnier, Schaffer, and Na present. The Board met in closed session from 5:06 p.m. to 5:51 p.m. regarding conference with legal counsel existing and anticipated litigation; student admissions; conference with labor negotiations: A.C.T. and CSEA; and public employee discipline/dismissal/release. No action was taken that required public disclosure.

2. Pledge of Allegiance

Cynthia Moran, Chino Hills mayor, led the Pledge of Allegiance.

I.C. COMMENTS FROM STUDENT REPRESENTATIVE

Audrey Ing reported on past and upcoming events and high school activities; and said the first Student Advisory Council meeting is on September 17, 2019.

I.D. COMMENTS FROM EMPLOYEE REPRESENTATIVES

Brenda Walker, A.C.T. President, thanked Irene Hernandez-Blair, Christina Gagnier, and Joe Schaffer for meeting with her and A.C.T. executive Board members; and said that the negotiations team have settled on a tentative agreement.

Tom Mackessy, CHAMP President, spoke about negotiations.

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

Madeleine Salem, Anmol Walverkar, Alyssa Tejada, and Pauline Siacunco addressed the Board regarding student-run nonprofit mental health assemblies proposal for elementary, middle, and high school students (Purple Hydrangea project); Mike Cargile and Carmen Broad addressed the Board regarding the ASL program at Ayala HS; Barbara Hale addressed the Board regarding facility issues at Sycamore Academy located on District property; Seth Gerdine addressed the Board regarding sex education; Susan Hand addressed the Board regarding teacher workload; Cynthia Moran, Chino Hills mayor, provided an update to the Board regarding upcoming community events in Chino Hills; Stephanie Wade, Field Representative, Congressman Gil Cisneros' office, introduced herself to the Board; Cathy Osman addressed the Board regarding the use of technology in the early formative years; Elena Lecaro addressed the Board regarding bus transportation concerns for a certain student population; Sharon Duran addressed the Board regarding parental concerns; and Brian Gallé provided an update on the progress of the Chino Hills HS general boosters.

I.F. CHANGES AND DELETIONS

None.

II. ACTION

II.A. BUSINESS SERVICES

II.A.1. 2018/2019 Unaudited Actuals Financial Report

Move (Blair) seconded (Gagnier) carried unanimously (5-0) to approve the 2018/2019 Unaudited Actuals Financial Report, and authorized the Superintendent or designee to sign the 2018/2019 District Certification of Unaudited Actual Financial Report. Student representative voted yes.

III. CONSENT

Moved (Blair) seconded (Gagnier) carried unanimously (5-0) to approve the consent items. Student representative voted yes.

III.A. ADMINISTRATION

III.A.1. Minutes of the Regular Meeting of August 15, 2019

Approved the minutes of the regular meeting of August 15, 2019.

III.A.2. Revision to the 2019/2020 Board Meeting Calendar

Approved the revision to the 2019/2020 Board meeting calendar.

III.A.3. Revision of Bylaws of the Board Exhibit 9000—Board Protocols

Approved the revision of Bylaws of the Board Exhibit 9000—Board Protocols.

III.B. BUSINESS SERVICES

III.B.1. Warrant Register

Approved/ratified the warrant register.

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

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

III.B.3. Fundraising Activities

Approved/ratified the fundraising activities.

III.B.4. Donations

Accepted the donations.

III.B.5. Legal Services

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

- III.B.6. Resolution 2019/2020-15, Actual Gann Limit for 2018/2019 and Estimated Gann Limit for 2019/2020**
Adopted Resolution 2019/2020-15, Actual Gann Limit for 2018/2019 in the amount of \$168,300,847.00 and Estimated Gann Limit for 2019/2020 in the amount of \$169,117,544.00.
- III.B.7. Revision of Board Policy 1230 Community Relations—School-Connected Organizations**
Approved the revision of Board Policy 1230 Community Relations—School-Connected Organizations.
- III.C. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT**
- III.C.1. Student Admission Cases 19/20-01A and 19/20-02A**
Approved student admission cases 19/20-01A and 19/20-02A.
- III.C.2. School-Sponsored Trips**
Approved/ratified the school-sponsored trips for Liberty ES, Wickman ES, Briggs K-8, Ayala HS, Chino Hills HS, and Don Lugo HS.
- III.C.3. Baldy View Regional Occupational Program 2019/2020 District Operated Program Contract**
Approved the Baldy View Regional Occupational Program 2019/2020 District Operated Program Contract.
- III.C.4. Baldy View Regional Occupational Program 2019/2020 Contract for Services and Participation Incentive**
Approved the Baldy View Regional Occupational Program 2019/2020 Contract for Services and Participation Incentive.
- III.C.5. Baldy View Regional Occupational Program 2019/2020 Contract for Embedded Classes**
Approved the Baldy View Regional Occupational Program 2019/2020 Contract for Embedded Classes.
- III.C.6. Revision of Board Policy 6142.92 Instruction—Mathematics Instruction**
Approved the revision of Board Policy 6142.92 Instruction—Mathematics Instruction.
- III.C.7. Revision of Board Policy 6152.1 Instruction—Placement in Mathematics Courses**
Approved the revision of Board Policy 6152.1 Instruction—Placement in Mathematics Courses.

- III.C.8. Revision of Board Policy 6190 Instruction—Evaluation of the Instructional Program**
Approved the revision of Board Policy 6190 Instruction—Evaluation of the Instructional Program.
- III.D. FACILITIES, PLANNING, AND OPERATIONS**
- III.D.1. Purchase Order Register**
Approved/ratified the purchase order register.
- III.D.2. Agreements for Contractor/Consultant Services**
Approved/ratified the Agreements for Contractor/Consultant Services.
- III.D.3. Surplus/Obsolete Property**
Declared the District property surplus/obsolete and authorized staff to sell/dispose of said property.
- III.D.4. Resolutions 2019/2020-11, 2019/2020-12, 2019-2020-13, and 2019/2020-14 for Authorization to Utilize Piggyback Contracts**
Adopted Resolutions 2019/2020-11, 2019/2020-12, 2019/2020-13, and 2019/2020-14 for authorization to utilize piggyback contracts.
- III.D.5. Notice of Completion for CUPCCAA Projects**
Approved the Notice of Completion for CUPCCAA Projects.
- III.D.6. Notice of Completion for CUPCCAA Bid 18-19-24I, Cortez ES Playground Equipment Installation**
Approved the Notice of Completion for CUPCCAA Bid 18-19-24I, Cortez ES Playground Equipment Installation.
- III.D.7. Change Order and Notice of Completion for CUPCCAA Bid 17-18-31I, Former El Rancho ES Directional Boring**
Approved the Change Order and Notice of Completion for CUPCCAA Bid 17-18-31I, Former El Rancho ES Directional Boring.
- III.D.8. Change Order and Notice of Completion for CUPCCAA Bid 18-19-04I, Former El Rancho ES Plumbing Connections**
Approved the Change Order and Notice of Completion for CUPCCAA Bid 18-19-04I, Former El Rancho ES Plumbing Connections.
- III.D.9. Change Orders for Bid 18-19-08F, Ayala HS New Science Building**
Approved the change orders for Bid 18-19-08F, Ayala HS New Science Building.

III.D.10. Change Order for Bid 18-19-27F, Briggs K-8 New Science Lab Building—Interim Housing

Approved the change order for Bid 18-19-27F, Briggs K-8 New Science Lab Building—Interim Housing.

III.D.11. Change Order for Bid 18-19-37F, Walnut ES Parking Lot Expansion

Approved the change order for Bid 18-19-37F, Walnut ES Parking Lot Expansion.

III.D.12. Bid 19-20-08F, Magnolia JHS, Ramona JHS, and Woodcrest JHS Safety and Security

Awarded Bid 19-20-08F, Magnolia JHS, Ramona JHS, and Woodcrest JHS Safety and Security to RIS Electrical Contractors, Inc.

III.D.13. Bid 19-20-11F, District White Fleet Vehicles—Chevrolet

Awarded Bid 19-20-11F, District White Fleet Vehicles—Chevrolet to MK Smith Chevrolet.

III.E. HUMAN RESOURCES

III.E.1. Certificated/Classified Personnel Items

Approved/ratified the certificated/classified personnel items.

III.E.2. Student Teaching Agreement with Azusa Pacific University

Approved the student teaching agreement with Azusa Pacific University.

III.E.3. Internship Agreement with Riverside County Office of Education

Approved the internship agreement with Riverside County Office of Education.

IV. INFORMATION

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

IV.A.1. Cal Aero Preserve Academy Multi Track Year-Round Student Attendance Calendars for the 2020/2021, 2021/2022, and 2022/2023 School Years

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

IV.A.2. Boys Republic HS, Chino Valley Learning Academy, and Chino Valley Adult School Student Attendance Calendars for the 2020/2021, 2021/2022, and 2022/2023 School Years

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

IV.A.3. San Bernardino County Superintendent of Schools Williams Findings Decile 1-3 Schools Fourth Quarterly Report 2018/2019.

Received for information the San Bernardino County Superintendent of Schools Williams Findings Decile 1-3 Schools Fourth Quarterly Report 2018/2019.

<p>V. COMMUNICATIONS</p>

BOARD MEMBERS AND SUPERINTENDENT

Joe Schaffer thanked members of the community who recently contacted him in support of his vote on sex education (curriculum); thanked Superintendent Enfield and staff for doing their best in addressing issues at the beginning of the new school year; said he was happy to hear that a tentative agreement has been reached with the A.C.T.; asked Superintendent Enfield to have staff contact the Ayala HS students regarding the Purple Hydrangea project and feasibility; attended Congressman Cisneros' ribbon cutting ceremony on August 24; attended the Battle of the Bone football game between Ayala HS and Chino Hills HS; attended a Leadership Conference on August 26 sponsored by owner operators of Inland Empire Chick-fil-A, which focused on what it means to be a highly productive organization; attended Ramona JHS's AVID signing party on August 27; provided a Baldy View ROP report, and said a ribbon cutting and open house event for the new logistics training facility is scheduled for October 19; and provided a Chino Hills Parks and Recreations commission report, and said the new Los Serranos park is complete with the ribbon cutting scheduled for November 15.

Christina Gagnier thanked Ayala HS students who attended the meeting to speak about their program (Purple Hydrangea); thanked Mayor Moran for attending the meeting and asked her to let the District know how it can participate in the city's community faire; acknowledged Ms. Wade, from Congressman's Cisneros' office; acknowledged parents for attending and sharing concerns; announced that the Chamber of Commerce now offers discounted rate student memberships effective July 1, and that the annual business expo is scheduled for October 19 at the Shoppes in Chino Hills; announced dates for her community coffee events; and spoke about the behavior and compartment expectations of Board members during meetings.

Andrew Cruz spoke about the ASL program and agreed with the proposition of a special Board meeting to address the concerns brought forward; said he supports student driven assemblies; agreed with Cathy Osman regarding the overuse of technology for kindergarteners; asked why students are now having to walk to and from Rhodes ES; attended the AVID orientation at Ramona JHS; and spoke about the Battle of the Bone game.

Irene Hernandez-Blair asked for an update on Rhodes ES transportation concerns; spoke about the ASL program at Ayala HS and said Superintendent Enfield is working to remedy the situation; spoke about the last Board meeting, the behavior of members, and governance standards.

Superintendent Enfield made no comments.

President Na acknowledged Ayala HS students and said he supports their Purple Hydrangea endeavors; spoke about 'making up' when adults have disagreements; acknowledged Mike Kreeger and Cynthia Moran; spoke about parents who advocated for the Ayala HS ASL program; spoke about the transportation issues raised by a speaker; spoke about Cathy Osman's comments regarding technology and asked Superintendent Enfield to look into her suggestions; acknowledged the tentative agreement with A.C.T.; said he would like to see conversation regarding teacher work load; spoke about Ramona JHS AVID program; and thanked Assistant Superintendent Richard Rideout for his work.

VI. ADJOURNMENT

President Na adjourned the regular meeting of the Board of Education at 7:17 p.m.

James Na, President

Andrew Cruz, Clerk

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 19, 2019
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
Liz Pensick, Director, Fiscal Services
SUBJECT: WARRANT REGISTER

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BACKGROUND

Education Code 42650 requires the Board to approve and/or ratify all warrants. These payments are made in the form of warrants, and the warrant (check) form is approved by the County Superintendent.

All items listed are within previously budgeted amounts. There is no fiscal impact beyond currently available appropriations.

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

RECOMMENDATION

It is recommended the Board of Education approve/ratify the warrant register, provided under separate cover.

FISCAL IMPACT

\$9,330,930.19 to all District funding sources.

NE:SHC:LP:wc

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: September 19, 2019
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
Liz Pensick, Director, Fiscal Services
**SUBJECT: 2019/2020 APPLICATIONS TO OPERATE FUNDRAISING
ACTIVITIES AND OTHER ACTIVITIES FOR THE BENEFIT OF
STUDENTS**

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BACKGROUND

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

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

RECOMMENDATION

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

FISCAL IMPACT

None.

NE:SHC:LP:wc

CHINO VALLEY UNIFIED SCHOOL DISTRICT
September 19, 2019

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

School

Townsend JHS

Organization

PTSA

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: September 19, 2019
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
Liz Pensick, Director, Fiscal Services
SUBJECT: FUNDRAISING ACTIVITIES

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BACKGROUND

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

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

RECOMMENDATION

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

FISCAL IMPACT

None.

NE:SHC:LP:wc

CHINO VALLEY UNIFIED SCHOOL DISTRICT
September 19, 2019

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Chaparral ES</u>		
PTO	After School Juice-It-Up Sale	9/26/19
PTO	After School Kona Ice Sale	10/10/19
PTO	After School Juice-It-Up Sale	3/19/20
PTO	After School Juice-It-Up Sale	4/23/20
PTO	After School Kona Ice Sale	5/14/20
<u>Cortez ES</u>		
PFA	Ultra Fun Run	9/20/19 - 10/3/19
<u>Country Springs ES</u>		
PFA	Off Campus Boba Drink Sale	9/20/19 - 5/30/20
PFA	Socktober Sock Sale	10/14/19 - 10/18/19
PFA	Hallo-Gram Sale	10/14/19 - 10/30/19
PFA	Winter Gram Sale	12/2/19 - 12/19/19
PFA	Valentine Gram Sale	2/3/20 - 2/14/20
PFA	Aloha Gram Sale	5/11/20 - 5/29/20
<u>Dickson ES</u>		
PTA	Fall Catalog Sale	9/25/19 - 10/11/19
<u>Glenmeade ES</u>		
PTA	Family Fun Night	10/18/19
<u>Litell ES</u>		
PTA	Monthly Restaurant Family Nights Out	9/20/19 - 5/28/20
PTA	Trunk or Treat/Fall Festival	10/25/19
PTA	Apex Fun Run Pledge Drive	10/28/19 - 11/8/19
PTA	Holiday Boutique	12/3/19 - 12/5/19
<u>Marshall ES</u>		
ASB - 5th Grade	Smencil Sale	9/30/19 - 10/11/19

CHINO VALLEY UNIFIED SCHOOL DISTRICT
September 19, 2019

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Rhodes ES</u>		
PEP Club	McDonald's McTeacher Night	10/9/19
<u>Rolling Ridge ES</u>		
ASB - 6th Grade	Sweatshirt Sale	9/20/19 - 5/20/20
PTA	Yogurtland Family Night Out	9/26/19
<u>Cal Aero K-8</u>		
Flight Crew	Wahoo's Fish Tacos Spirit Day	9/26/19
<u>Magnolia JHS</u>		
PFA	Membership Drive	9/20/19 - 12/31/19
PFA	Super Chili Burger Spirit Day	10/21/19
PFA	Winter Prizes Ticket Sale	11/21/19 - 12/18/19
ASB	Paper Egg Your Teachers	4/2/20 - 4/4/20
<u>Townsend JHS</u>		
PTSA	After School Snack Shack	9/20/19 - 5/26/20
PTSA	Membership Drive	9/20/19 - 5/28/20
PTSA	Family Fun Run/Turkey Trot	10/25/19
PTSA	8th Grade Promotion Refreshment/Flower Sale	5/28/20
<u>Ayala HS</u>		
Boys Soccer	Fan Angel Donation Drive	9/20/19 - 11/20/19
Boys Soccer	Community Discount Card Sale	9/20/19 - 2/12/20
Comp Cheer Boosters	Amazon Smile	9/20/19 - 2/28/20
Choral Boosters	Applebee's Breakfast	9/21/19
BAC Boosters	Music in Motion Program Advertisement Sale	9/23/19 - 10/4/19
BAC Boosters	Music in Motion Booth Space Sale	9/23/19 - 10/4/19
Comp Cheer Boosters	Applebee's Breakfast	10/5/19
Polynesian Club	Ding Tea Family Night Out	10/9/19
BAC Boosters	Music in Motion Ticket Sale	10/12/19
BAC Boosters	Music in Motion Program Sale	10/12/19
BAC Boosters	Music in Motion Parking Space Sale	10/12/19
BAC Boosters	Music in Motion Concessions	10/12/19
BAC Boosters	Music in Motion Taco Bowl Sale	10/12/19

CHINO VALLEY UNIFIED SCHOOL DISTRICT
September 19, 2019

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Ayala HS</u> (cont.)		
BAC Boosters	Music in Motion Recycling Collection	10/12/19
Theatre Arts Boosters	Chipotle Family Night Out	10/14/19
Theatre Arts Boosters	Dracula Mainstage Concessions	10/24/19 - 11/2/19
Girls Soccer	Applebee's Breakfast	11/9/19
Girls Soccer	Chipotle Family Night Out	12/16/19
<u>Chino HS</u>		
Renaissance	After School Drink Sale	9/20/19 - 10/31/19
Renaissance	Donors Choose Donation Drive	9/20/29 - 12/30/19
Class of 2022	After School Nothing Bundt Cakes Sale	9/20/19 - 1/31/20
Cowboy Huddle	Titan Burgers Family Night Out	9/24/19
Renaissance	Off Campus Car Wash	10/5/19
Renaissance	Applebee's Pancake Breakfast	10/12/19
<u>Chino Hills HS</u>		
AVID	Spirit Pack Sale	9/23/19 - 10/23/19
Girls Soccer	Off Campus Cookie Dough Sale	10/22/19 - 12/10/19
Girls Soccer	Juggle-A-Thon Donation Drive	10/22/19 - 12/10/19
Dance Boosters	Dancing With The CHHS Staff	11/16/19

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 19, 2019
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
Liz Pensick, Director, Fiscal Services
SUBJECT: DONATIONS

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BACKGROUND

Board Policy 3290 Business and Noninstructional Operations - Gifts, Grants, and Bequests states the Board of Education may accept any bequest or gift of money or property on behalf of the District. All gifts, grants, and bequests shall become property of the District. Use of the gift shall not be impaired by restrictions or conditions imposed by the donor. Approximate values are determined by the donor.

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

RECOMMENDATION

It is recommended the Board of Education accept the donations.

FISCAL IMPACT

Any cost for repairs of donated equipment will be a site expense.

NE:SHC:LP:wc

CHINO VALLEY UNIFIED SCHOOL DISTRICT
September 19, 2019

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<u>Cattle ES</u>		
Cattle PFA	Cash	\$4,300.00
<u>Glenmeade ES</u>		
Pro-con	Art Paper	\$2,000.00
<u>Briggs K-8</u>		
Briggs PFA	Cash	\$119.00
<u>Don Lugo HS</u>		
Patricia Sturchio	Cash	\$50.00
Greg Allen Gano	Cash	\$100.00
Rancho Del Chino Rotary Foundation	Cash	\$200.00
Regal Packaging, Inc.	Cash	\$200.00
City of Chino	Cash	\$250.00
James & Kathleen Castle	Cash	\$300.00
Raul Fernandez Trucking	Cash	\$400.00
Prodan Enterprise	Cash	\$800.00

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 19, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
Stephanie Johnson, Director, Student Support Services

SUBJECT: STUDENT EXPULSION CASES 19/20-02 AND 19/20-03

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BACKGROUND

The Board of Education has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student’s presence causes a continuing danger to him/herself or others.

A student may be expelled only by the Board of Education. The Board shall expel, as required by law, any student found to have committed certain offenses listed in Education Code 48915.

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

RECOMMENDATION

Based upon the recommendation of the Expulsion Hearing Administrative Panel, it is recommended the Board of Education approve student expulsion cases 19/20-02 and 19/20-03.

FISCAL IMPACT

None.

NE:LF:SJ:ss

Chino Valley Unified School District

Our Motto:

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

DATE: September 19, 2019
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
SUBJECT: CAL AERO PRESERVE ACADEMY MULTI TRACK YEAR-ROUND STUDENT ATTENDANCE CALENDARS FOR THE 2020/2021, 2021/2022, AND 2022/2023 SCHOOL YEARS

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BACKGROUND

The Student Attendance Calendar is adopted sufficiently in advance of the new school year in order to provide community stakeholders with ample time to provide input and conduct advance planning for the coming year. Additionally, adoption of the Student Attendance Calendar at this time permits the District to meet with exclusive representatives of the District’s certificated and classified employees regarding applicable work year calendars. The Student Attendance Calendar is not intended to constitute the employee work year calendar, which will be negotiated to the extent required by law. This item was presented to the Board of Education on September 5, 2019, as information.

This item was presented to the school site for feedback.

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

RECOMMENDATION

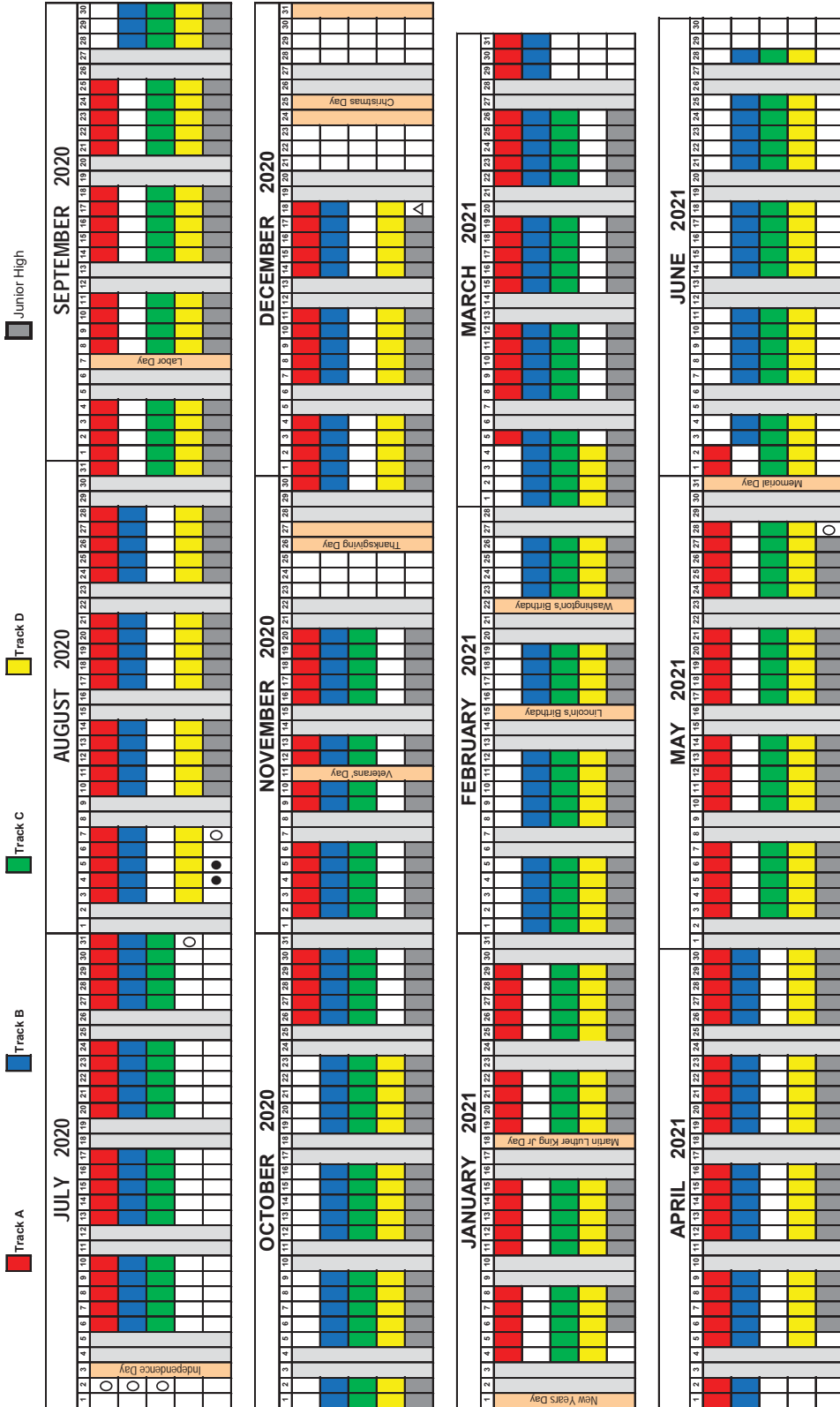
It is recommended the Board of Education approve the Cal Aero Preserve Academy Multi Track Year-Round Student Attendance Calendars for the 2020/2021, 2021/2022, and 2022/2023 school years.

FISCAL IMPACT

None.

NE:LF:rt

2020-2021 MULTITRACK YEAR-ROUND STUDENT ATTENDANCE CALENDAR
 Cal Aero Preserve Academy



○ Workday for ALL Teachers (student free day) ● New Teacher Day
 ▲ 7-8 Teacher Workday

Board Approved:

2021-2022 MULTITRACK YEAR-ROUND STUDENT ATTENDANCE CALENDAR

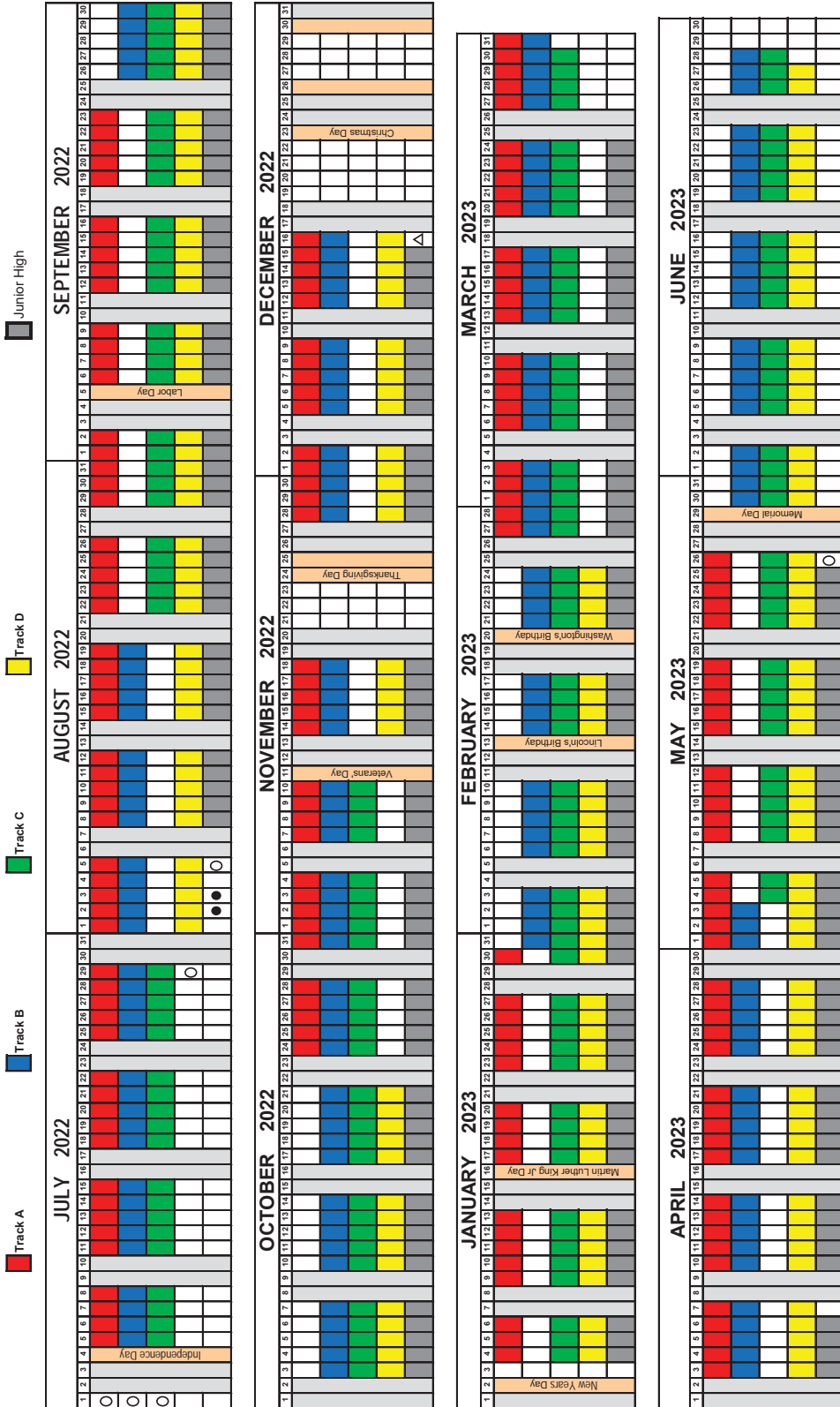
Cal Aero Preserve Academy

Legend:

- Track A (Red)
- Track B (Blue)
- Track C (Green)
- Track D (Yellow)
- Junior High (Grey)
- Workday for ALL Teachers (student free day)
- New Teacher Day
- △ 7-8 Teacher Workday

Board Approved:

2022-2023 MULTITRACK YEAR-ROUND STUDENT ATTENDANCE CALENDAR Cal Aero Preserve Academy



○ Workday for ALL Teachers (student free day) ● New Teacher Day △ 7-8 Teacher Workday Board Approved:

Chino Valley Unified School District

Our Motto:

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

DATE: September 19, 2019
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
SUBJECT: BOYS REPUBLIC HS, CHINO VALLEY LEARNING ACADEMY, AND CHINO VALLEY ADULT SCHOOL STUDENT ATTENDANCE CALENDARS FOR THE 2020/2021, 2021/2022, AND 2022/2023 SCHOOL YEARS

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BACKGROUND

The Board will consider the Student Attendance Calendars for the 2020/2021, 2021/2022, and 2022/2023 school years. The Student Attendance Calendar is adopted sufficiently in advance of the school year in order to provide community stakeholders with ample time to provide input and conduct advance planning for the coming year. Additionally, adoption of the Student Attendance Calendars at this time permits the District to meet with exclusive representatives of the District’s certificated and classified employees regarding applicable work year calendars. The Student Attendance Calendar is not intended to constitute the employee work year calendar, which will be negotiated to the extent required by law. This item was presented to the Board of Education on September 5, 2019, as information.

This item was presented to the school site for feedback.

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

RECOMMENDATION

It is recommended the Board of Education approve the Boys Republic HS, Chino Valley Learning Academy, and Chino Valley Adult School Student Attendance Calendars for the 2020/2021, 2021/2022, and 2022/2023 school years.

FISCAL IMPACT

None.

NE:LF:rtr

Chino Valley Unified School District
2020-2021 STUDENT ATTENDANCE CALENDAR

Boys Republic High School
217 School Days

JULY 2020

S	M	T	W	Th	F	S
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AUGUST 2020

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SEPTEMBER 2020

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OCTOBER 2020

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NOVEMBER 2020

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DECEMBER 2020

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JANUARY 2021

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FEBRUARY 2021

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MARCH 2021

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APRIL 2021

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MAY 2021

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JUNE 2021

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IMPORTANT DATES

July 1-2	School Closed	Jan 18	Martin Luther King Day	 First Day of School  Last Day of School  Legal Holiday  School Closed
July 3	Independence Day Observed	Feb 15	Lincoln's Birthday	
July 6	First Day of School	Feb 22	Washington's Birthday	
Sept 7	Labor Day	Mar 29-Apr 2	Spring Break	
Sept 7-11	School Closed	April 5	School Closed	
Sept 21	X Teacher Workday (Student Free Day)	May 31	Memorial Day	
Nov 11	Veterans' Day	June 21	Last Day of School	
Nov 23-27	Thanksgiving Break	June 22	X Teacher Workday (Student Free Day)	
Dec 18	X Teacher Workday (Student Free Day)			
Dec 18-Jan 5	Christmas/Winter Break			

Chino Valley Unified School District
2021-2022 STUDENT ATTENDANCE CALENDAR

Boys Republic High School
217 School Days

JULY 2021

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AUGUST 2021

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SEPTEMBER 2021

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OCTOBER 2021

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NOVEMBER 2021

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DECEMBER 2021

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JANUARY 2022

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FEBRUARY 2022

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MARCH 2022

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APRIL 2022

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MAY 2022

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JUNE 2022

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IMPORTANT DATES

July 1-2	School Closed	Jan 17	Martin Luther King Day	 First Day of School  Legal Holiday  School Closed
July 5	Independence Day Observed	Feb 14	Lincoln's Birthday	
July 6	First Day of School	Feb 21	Washington's Birthday	
Sept 6	Labor Day	Mar 28-Apr 1	Spring Break	
Sept 6-10	School Closed	May 30	Memorial Day	
Sept 20	X Teacher Workday (Student Free Day)	June 21	Last Day of School	
Nov 11	Veterans' Day	June 22	X Teacher Workday (Student Free Day)	
Nov 12	School Closed			
Nov 22-26	Thanksgiving Break			
Dec 17	X Teacher Workday (Student Free Day)			
Dec 17-Jan 3	Christmas/Winter Break			

Chino Valley Unified School District
2022-2023 STUDENT ATTENDANCE CALENDAR

Boys Republic High School
217 School Days

JULY 2022

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AUGUST 2022

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SEPTEMBER 2022

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OCTOBER 2022

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NOVEMBER 2022

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DECEMBER 2022

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JANUARY 2023

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FEBRUARY 2023

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MARCH 2023

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APRIL 2023

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MAY 2023

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JUNE 2023

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IMPORTANT DATES

July 1	School Closed	Jan 16	Martin Luther King Day	 First Day of School  Last Day of School  Legal Holiday  School Closed
July 4	Independence Day	Feb 13	Lincoln's Birthday	
July 5	First Day of School	Feb 20	Washington's Birthday	
Sept 5	Labor Day	Mar 27-31	Spring Break	
Sept 5-9	School Closed	May 29	Memorial Day	
Sept 19	X Teacher Workday (Student Free Day)	June 20	Last Day of School	
Nov 11	Veterans' Day	June 21	X Teacher Workday (Student Free Day)	
Nov 21-25	Thanksgiving Break			
Dec 16	X Teacher Workday (Student Free Day)			
Dec 16-Jan 3	Christmas/Winter Break			

Chino Valley Unified School District
2020-2021 STUDENT ATTENDANCE CALENDAR

Chino Valley Learning Academy
204 School Days

JULY 2020

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AUGUST 2020

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SEPTEMBER 2020

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OCTOBER 2020

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NOVEMBER 2020

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DECEMBER 2020

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JANUARY 2021

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FEBRUARY 2021

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MARCH 2021

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APRIL 2021

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MAY 2021

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JUNE 2021

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IMPORTANT DATES

July 3	Independence Day Observed	Jan 18	Martin Luther King Day	 First Day of School  Last Day of School  Legal Holiday  School Closed
July 6	First Day of School	Feb 15	Lincoln's Birthday	
Aug 10	X Teacher Workday (student free)	Feb 22	Washington's Birthday	
Sept 7	Labor Day	Mar 29-Apr 2	Spring Break	
Nov 11	Veterans' Day	April 5	School Closed	
Nov 23-27	Thanksgiving Break	May 31	Memorial Day	
Dec 18	X Teacher Workday (student free)	June 17	Last Day of School	
Dec 18-Jan 5	Christmas/Winter Break	June 18	X Teacher Workday (student free)	

Chino Valley Unified School District
2021-2022 STUDENT ATTENDANCE CALENDAR
 Chino Valley Learning Academy
 204 School Days

JULY 2021

S	M	T	W	Th	F	S
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AUGUST 2021

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SEPTEMBER 2021

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OCTOBER 2021

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NOVEMBER 2021

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DECEMBER 2021

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JANUARY 2022

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FEBRUARY 2022

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MARCH 2022

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APRIL 2022

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


MAY 2022

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JUNE 2022

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IMPORTANT DATES

July 5	Independence Day Observed	Jan 17	Martin Luther King Day	 First Day of School  Last Day of School
July 6	First Day of School	Feb 14	Lincoln's Birthday	
Aug 10	X Teacher Workday (student free)	Feb 21	Washington's Birthday	
Sept 6	Labor Day	Mar 28-Apr 1	Spring Break	
Nov 11	Veterans' Day	Apr 15	School Closed	 Legal Holiday
Nov 12	School Closed	May 30	Memorial Day	
Nov 22-26	Thanksgiving Break	June 17	Last Day of School	 School Closed
Dec 17	X Teacher Workday (student free)	June 20	X Teacher Workday (student free)	
Dec 17-Jan 3	Christmas/Winter Break			

Chino Valley Unified School District
2022-2023 STUDENT ATTENDANCE CALENDAR

Chino Valley Learning Academy
204 School Days

JULY 2022

S	M	T	W	Th	F	S
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AUGUST 2022

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SEPTEMBER 2022

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OCTOBER 2022

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NOVEMBER 2022

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DECEMBER 2022

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JANUARY 2023

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FEBRUARY 2023

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MARCH 2023

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APRIL 2023

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


MAY 2023

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JUNE 2023

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IMPORTANT DATES

July 4	Independence Day	Jan 16	Martin Luther King Day	 First Day of School  Last Day of School  Legal Holiday  School Closed
July 5	First Day of School	Feb 13	Lincoln's Birthday	
Aug 9	X Teacher Workday (student free)	Feb 20	Washington's Birthday	
Sept 5	Labor Day	Mar 27-31	Spring Break	
Nov 11	Veterans' Day	April 7	School Closed	
Nov 21-25	Thanksgiving Break	May 29	Memorial Day	
Dec 16	X Teacher Workday (student free)	June 16	Last Day of School	
Dec 16-Jan 3	Christmas/Winter Break	June 19	X Teacher Workday (student free)	

Chino Valley Unified School District
2020-2021 STUDENT ATTENDANCE CALENDAR

Chino Valley Adult School
205 School Days

JULY 2020

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AUGUST 2020

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SEPTEMBER 2020

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OCTOBER 2020

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NOVEMBER 2020

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DECEMBER 2020

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JANUARY 2021

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FEBRUARY 2021

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MARCH 2021

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APRIL 2021

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MAY 2021

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JUNE 2021

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IMPORTANT DATES

July 1-2	School Closed	Jan 18	Martin Luther King Day	 First Day of School  Last Day of School
July 3	Independence Day observed	Feb 15	Lincoln's Birthday	
July 6	First Day of School	Feb 22	Washington's Birthday	 Legal Holiday  School Closed
Sept 7	Labor Day	Mar 29-Apr 2	Spring Break	
Nov 11	Veterans' Day	April 5	School Closed	
Nov 23-27	Thanksgiving Break	May 27	Last Day of School	
Dec 18-Jan 5	Christmas/Winter Break	May 31	Memorial Day	

Chino Valley Unified School District
2021-2022 STUDENT ATTENDANCE CALENDAR

Chino Valley Adult School
205 School Days

JULY 2021

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AUGUST 2021

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SEPTEMBER 2021

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OCTOBER 2021

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NOVEMBER 2021

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DECEMBER 2021

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JANUARY 2022

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FEBRUARY 2022

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MARCH 2022

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APRIL 2022

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MAY 2022

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JUNE 2022

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IMPORTANT DATES

July 1-2	School Closed	Jan 17	Martin Luther King Day	 First Day of School  Last Day of School
July 5	Independence Day observed	Feb 14	Lincoln's Birthday	
July 6	First Day of School	Feb 21	Washington's Birthday	 Legal Holiday  School Closed
Sept 6	Labor Day	Mar 28-Apr 1	Spring Break	
Nov 11	Veterans' Day	Apr 15	School Closed	
Nov 12	School Closed	May 27	Last Day of School	
Nov 22-26	Thanksgiving Break	May 30	Memorial Day	
Dec 17-Jan 3	Christmas/Winter Break			

Chino Valley Unified School District
2022-2023 STUDENT ATTENDANCE CALENDAR

Chino Valley Adult School
205 School Days

JULY 2022

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AUGUST 2022

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SEPTEMBER 2022

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OCTOBER 2022

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NOVEMBER 2022

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DECEMBER 2022

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JANUARY 2023

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FEBRUARY 2023

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MARCH 2023

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APRIL 2023

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MAY 2023

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JUNE 2023

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IMPORTANT DATES

July 1	School Closed	Jan 16	Martin Luther King Day	 First Day of School  Last Day of School  Legal Holiday  School Closed
July 4	Independence Day	Feb 13	Lincoln's Birthday	
July 5	First Day of School	Feb 20	Washington's Birthday	
Sept 5	Labor Day	Mar 27-31	Spring Break	
Nov 11	Veterans' Day	April 7	School Closed	
Nov 21-25	Thanksgiving Break	May 26	Last Day of School	
Dec 16-Jan 3	Christmas/Winter Break	May 29	Memorial Day	

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 19, 2019
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
Anna G. Hamilton, Director, Purchasing
SUBJECT: PURCHASE ORDER REGISTER

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BACKGROUND

Board Policy 3310 Business and Noninstructional Operations – Purchasing requires approval/ratification of purchase orders by the Board of Education. A purchase order is a legal contract between a district and vendor, containing a description of each item listed and/or a statement to the effect that supplies, equipment or services furnished herewith shall be in accordance with specifications and conditions.

Purchase orders represent a commitment of funds. No item on this register will be processed unless within budgeted funds. The actual payment for the services or materials is made with a warrant (check) and reported on the warrant register report.

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

RECOMMENDATION

It is recommended the Board of Education approve/ratify the purchase order register, provided under separate cover.

FISCAL IMPACT

\$1,389,627.61 to all District funding sources.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 19, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: AGREEMENTS FOR CONTRACTOR/CONSULTANT SERVICES

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BACKGROUND

All contracts between the District and outside agencies shall conform to standards required by law and shall be prepared under the direction of the Superintendent or designee. To be valid or to constitute an enforceable obligation against the District, all contracts must be approved and/or ratified by the Board of Education.

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

RECOMMENDATION

It is recommended the Board of Education approve/ratify the Agreements for Contractor/Consultant Services.

FISCAL IMPACT

As indicated.

NE:GJS:AGH:pw

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-1920-136 Corwin Press, Inc. To provide professional development training for teachers. Submitted by: Ramona JHS Duration of Agreement: September 20, 2019 - June 30, 2020	Contract amount: \$5,000.00 Funding source: LCAP
CIIS-1920-137 Ruling Our Experiences, Inc. To provide twenty (20) week evidence-based programming. Submitted by: Chino HS Duration of Agreement: September 20, 2019 - June 30, 2020	Contract amount: \$4,375.00 Funding source: Title I
CIIS-1920-138 LifeSigns Now dba LIFESIGNS, Inc. To provide translation and interpreter services. Submitted by: Don Lugo HS Duration of Agreement: September 20, 2019 - June 30, 2020	Contract amount: \$3,000.00 Funding source: Title I
CIIS-1920-139 C3 Media, Inc. dba Ingenuity Works. To provide web-based typing program. Submitted by: Borba ES Duration of Agreement: September 20, 2019 - September 20, 2020	Contract amount: \$450.00 Funding source: Title I
CIIS-1920-140 Houghton Mifflin Harcourt Publishing Company. To provide Reading Counts annual hosting service. Submitted by: Borba ES Duration of Agreement: September 20, 2019 - September 20, 2020	Contract amount: \$1,600.00 Funding source: Title I
CIIS-1920-141 Wendy W. Murawski dba 2 Teach LLC. To provide professional training for teachers. Submitted by: Chino HS Duration of Agreement: September 20, 2019 - June 30, 2020	Contract amount: \$50,000.00 Funding source: Title I

FACILITIES, PLANNING, AND OPERATIONS	FISCAL IMPACT
F-1920-033 Zonar Systems, Inc. To provide fleet management software system. Submitted by: Transportation Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$29,952.00 Funding source: General Fund

HUMAN RESOURCES	FISCAL IMPACT
HR-1920-020 Steven Ray Ellis. To provide annual security trainings. Submitted by: Risk Management Duration of Agreement: September 20, 2019 - June 30, 2020	Contract amount: \$4,300.00 Funding source: General Fund

SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS	FISCAL IMPACT
SBCSS 19/20-0321 SBCSS State Preschool Program. To provide state preschool classrooms for county use at the following school sites: Borba ES, Chaparral ES, Cortez ES, Dickey ES, Dickson ES, Marshall ES, and Newman ES. Submitted by: Superintendent Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$34,650.00 Income Funding source: SBCSS

MASTER CONTRACTS	FISCAL IMPACT
MC-1920-024 Pomona Valley Corvette Association. To provide cars for homecoming parade. Submitted by: Chino HS Duration of Agreement: September 20, 2019 - June 30, 2022	Contract amount: Per rate sheet Funding source: ASB/USB/PFA/PTA/Boosters
MC-1920-025 POC Distribution Inc. dba Helping Hands Fundraisers. To provide fundraising opportunities. Submitted by: Hidden Trails ES Duration of Agreement: September 20, 2019 - June 30, 2022	Contract amount: Per rate sheet Funding source: ASB/USB/PFA/PTA/Boosters
MC-1920-026 Hilltop Catering, LLC. To provide food catering services. Submitted by: Glenmeade ES Duration of Agreement: September 20, 2019 - June 30, 2022	Contract amount: Per rate sheet Funding source: ASB/USB/PFA/PTA/Boosters
MC-1920-027 Kids are First Fundraising. To provide catalog fundraising opportunities. Submitted by: Briggs K-8 Duration of Agreement: September 20, 2019 - June 30, 2022	Contract amount: Per rate sheet Funding source: ASB/USB/PFA/PTA/Boosters
MC-1920-028 Nestle Waters North America. To provide bottled water and monthly equipment rental fees. Submitted by: Purchasing Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: Per rate sheet Funding source: Various
MC-1920-029 Boys Republic HS. To provide bakery, catering and fundraising services, and opportunities. Submitted by: Purchasing Duration of Agreement: September 20, 2019 - June 30, 2022	Contract amount: Per rate sheet Funding source: Various
MC-1920-030 Junior's Westcoast Golf Carts. To provide golf cart rentals for school events. Submitted by: Ayala HS Duration of Agreement: September 20, 2019 - June 30, 2022	Contract amount: Per rate sheet Funding source: ASB/USB/PFA/PTA/Boosters

APPROVED CONTRACTS TO BE AMENDED	AMENDMENT
CIIS-1718-135 Lexia Learning Systems. To provide multi-year contract for Lexia reading subscription. Submitted: Elementary Curriculum Duration of Agreement: July 1, 2018 - June 30, 2021 Original Agreement Board Approved: April 19, 2018	Increase contract amount from \$269,414.00 to \$272,164.00 Funding source: LCAP
CIIS-1819-082 Staff Rehab. To provide contracted registered nurses. Submitted by: Health Services Duration of Agreement: July 1, 2018 - June 30, 2019 Original Agreement Board Approved: July 19, 2018	Contract amount: Per rate sheet Funding source: General Fund Increase duration of agreement through July 31, 2019, to cover summer school registered nurse services
F-1819-015 TYR, Inc. To provide master contract for DSA project inspection services. Submitted by: Facilities, Planning, and Operations Duration of Agreement: October 5, 2018 - June 30, 2021 Original Agreement Board Approved: October 4, 2018	Contract amount: Per project authorization Funding source: Building Fund 21 Increase hourly DSA class 1 rate from \$85.00 to \$90.00

APPROVED CONTRACTS TO BE AMENDED	AMENDMENT
<p>F-1819-056 Raptor Technologies, LLC. To provide school site visitor management system. Submitted by: Purchasing Duration of Agreement: February 1, 2019 - January 31, 2020 Original Agreement Board Approved: March 21, 2019</p>	<p>Increase contract amount from \$17,280.00 to \$17,945.00</p> <p>Funding source: General Fund</p> <p>Add database activation and one visitor management access fee prorated from July 1, 2019, thru January 31, 2020</p>

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 19, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: SURPLUS/OBSOLETE PROPERTY

=====

BACKGROUND

The Board of Education recognizes that the District may own personal property which is unusable, obsolete, or no longer needed by the District. The Superintendent or designee shall arrange for the sale or disposal of District personal property in accordance with Board policy and the requirements of Education Code 17545.

Lists of surplus items are emailed to the Facilities/Planning Department to be placed on an upcoming Board agenda. After Board approval, items may be picked up by District warehouse or a liquidation company for public auction. Proceeds of the sale are deposited into the General Fund.

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

RECOMMENDATION

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

FISCAL IMPACT

Increase to the General Fund from proceeds of sale.

NE:GJS:pw

**CHINO VALLEY UNIFIED SCHOOL DISTRICT
SURPLUS/OBSOLETE PROPERTY
September 19, 2019**

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Typewriter	Brother	U53030E0K465525	Facilities
Printer	Brother	U61506L6J318737	Rolling Ridge ES
Band Uniforms (121)			Ramona JHS
Band Hats (114)			Ramona JHS
Printer	Laserjet 1300	CNBJJ48082	Chino Hills HS
Document Camera	Aver Media	36204	Chino Hills HS
Projector	Epson	34364	Chino Hills HS
Document Camera	Aver Media	36334	Chino Hills HS
Projector	Epson	29115	Chino Hills HS
Projector	Epson	38516	Chino Hills HS
Projector	Epson	36541	Chino Hills HS
Projector	Epson	38510	Chino Hills HS
Laptop	Dell	4114	Chino Hills HS
Projector	Epson	20753	Chino Hills HS
Projector	Epson	38527	Chino Hills HS
Projector	Epson	18951	Chino Hills HS
Document Camera	Aver Media	36205	Chino Hills HS
Projector	Epson	25526	Chino Hills HS

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: September 19, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
Martin Silveira, Director, Maintenance and Operations

**SUBJECT: NOTICE OF COMPLETION FOR CUPCCAA BID 19-20-071,
RHODES ES FLOORING MATERIAL AND INSTALLTION**

=====

BACKGROUND

On May 9, 2013, the Board of Education adopted Resolution 2012/2013-71, Adoption of California Uniform Public Construction Cost Accounting Act (CUPCCAA). Per Public Contract Code 22030, the adoption of CUPCCAA allows the use of alternate bidding procedures for projects under \$175,000.00, while still ensuring the District receives the lowest pricing possible from responsible vendors and contractors. Utilizing CUPCCAA, the District has completed the projects listed below:

On July 18, 2019, the Board of Education awarded CUPCCAA Bid 19-20-071, Rhodes ES Flooring Material and Installation to Custom Craft Flooring Contractors Inc. All contracted work was completed on August 27, 2019. Contract summary is provided below.

CUPCCAA Bid	Project Description	Contractor	Total Contract	Change Order	Total	5% Retention Amount	Funding Source
19-20-071	Rhodes ES Flooring Material and Installation	Custom Craft Flooring Contractors Inc.	\$138,710.00	N/A	\$138,710.00	\$6,935.50	14

Documentation indicating satisfactory completion and compliance with specifications and project requirements has been obtained from the following individuals: school site administrator; Jonathan Campbell, Project Manager; and Martin Silveira, Director, Maintenance and Operations.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

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

RECOMMENDATION

It is recommended the Board of Education approve the Notice of Completion for CUPCCAA Bid 19-20-07I, Rhodes ES Flooring Material and Installation.

FISCAL IMPACT

\$138,710.00 to Deferred Maintenance Fund 14.

NE:GJS:MS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 19, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: BID 19-20-14F, DISTRICT WHITE FLEET – SECURITY VEHICLES

=====

BACKGROUND

Public Contract Code 20111 requires that contracts for the lease or purchase of equipment, materials, supplies or services, which must be competitively bid if they involve an expenditure of \$92,600.00 be legally advertised and awarded to the lowest responsible bidder, who shall have such surety as the Board requires.

A Notice to Contractors Calling for Bid 19-20-14F, District White Fleet – Security Vehicles was published in the Inland Valley Daily Bulletin on August 19 and August 22, 2019. Bids were opened at 10:00 a.m. on September 3, 2019. The results are as follows:

Contractor	Vehicle 1 – Chevrolet Traverse or Comparable
MK Smith Chevrolet	\$27,694.68

The basic scope of work for this project includes: replacement vehicles for aging Security vehicles.

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

RECOMMENDATION

It is recommended the Board of Education award Bid 19-20-14F, District White Fleet – Security Vehicles to MK Smith Chevrolet.

FISCAL IMPACT

\$55,389.36 to General Fund 01.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: September 19, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: BID 19-20-15F, BRIGGS K-8 NEW SCIENCE BUILDING – GRADING/EARTHWORK

=====

BACKGROUND

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

A Notice to Contractors Calling for Bid 19-20-15F, Briggs K-8 New Science Building – Grading/Earthwork was Published in the Inland Valley Daily Bulletin on August 22, 2019, and August 29, 2019. Bids were opened at 1:00 p.m. on September 10, 2019. The results are as follows:

Contractor	Base Bid Amount	Alternate
Crew Inc.	\$794,800.00	\$45,000.00
JMI	\$810,000.00	\$10,000.00
Elite Earthworks & Engineering	\$970,000.00	\$0.00
Lee & Stires	\$994,153.00	\$2,800.00
Roadway Engineering & Contracting	\$1,423,400.00	\$25,000.00
Kemcorp	\$1,599,000.00	\$50,000.00

The basic scope of work for this project includes: demolition, survey, earthwork, and asphalt paving for new science classroom building. Per the bid documents, the award of the bid is based on the base bid amount. The alternate bid amount is for work associated with the construction of a new lunch shelter.

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

RECOMMENDATION

It is recommended the Board of Education award the base bid and alternate for Bid 19-20-15F, Briggs K-8 New Science Building – Grading/Earthwork to Crew, Inc.

FISCAL IMPACT

\$839,800.00 to Building Fund 21.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: September 19, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
Martin Silveira, Director, Maintenance, Operations, and Construction

SUBJECT: CHANGE ORDER FOR BID 18-19-08F, AYALA HS NEW SCIENCE BUILDING

=====

BACKGROUND

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

Change Order	Contractor	Amount
1	Bid Package 20-Electrical/Fire Alarm/Low Voltage/Elevator-Southern California West Coast Electric, Inc.	(\$71,500.87)
	Bid Amount:	\$1,975,355.00
	Revised Total Project Amount:	\$1,903,854.13

The change order results in a net decrease of \$71,500.87 to the construction cost and no change in contract time. The revised total project cost, including all change orders, is \$13,434,088.13. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

RECOMMENDATION

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

FISCAL IMPACT

(\$71,500.87) to Building Fund 21.

NE:GJS:MS:pw



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

Date: 7/31/19 BID /CUPCAA #: 18-19-08F Change Order #: 001
 Project Title: Ayala High School New Science / Lab Building
 Owner: Chino Valley Unified School District DSA Application #: 04-117359 DSA File #: _____
 Architect: WLC Architects Contractor: Southern California West Coast Electric

The Contractor is hereby authorized to do the following:

- Item # 1** CREDIT for Contract Scope of UG Power and LV re-work not Required
 Requested By: WLC Architects Increase/Decrease amount: -\$ 71,500.87
 Reason: RFI 013 and CCD 003 - Mitigated the existing power/data lines to maintain their connectivity with the building shift of 11' south. UG Power and LV re-work per contract not required and a credit for this work is submitted
- Item # 2** _____
 Requested By: _____ Increase/Decrease amount: _____
 Reason: _____
- Item # 3** _____
 Requested By: _____ Increase/Decrease amount: _____
 Reason: _____
- Item # 4** _____
 Requested By: _____ Increase/Decrease amount: _____
 Reason: _____

Original contract completion date: <u>1/3/20</u>	Original contract amount: <u>\$ 1,975,355.00</u>
Increase/Decrease of days: <u>0</u>	Increase/Decrease amount: <u>-\$ 71,500.87</u>
New contract completion date: <u>1/3/20</u>	New contract amount: <u>\$ 1,903,854.13</u>

Approved by: Ken Burr		07/31/2019
_____ DSA Inspector of Record James P DiCamillo	_____ Signature 	_____ Date 07/31/2019
_____ Architect / Engineer Mark Mercado	_____ Signature 	_____ Date 07/31/2019
_____ Construction/Project Manager James Costa	_____ Signature 	_____ Date 07/31/2019
_____ CVUSD Construction Coordinator N/A	_____ Signature N/A	_____ Date N/A
_____ CVUSD Project Manager Martin Silveira	_____ Signature 	_____ Date 08/21/2019
_____ Director, Maintenance, Operations & Construction Gregory Stachura	_____ Signature 	_____ Date 8/30/2019
_____ Owner (Authorized Agent)	_____ Signature	_____ Date

Digitally signed by Gregory J. Stachura
 DN: cn=Gregory J. Stachura, o=Chino Valley Unified School District, ou=Facilities, Planning & Operations, email=greg_stachura@chino.k12.ca.us, c=US
 Date: 2019.08.30 15:16:49 -0700

Building fund 21

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 19, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
Martin Silveira, Director, Maintenance, Operations, and Construction

SUBJECT: CHANGE ORDERS FOR BID 18-19-10F, CATTLE ES, LITEL ES, AND OAK RIDGE ES ALTERATION PROJECT

BACKGROUND

On December 13, 2018, the Board of Education awarded Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project to the following contractors: Bid Package 02-01, Precision Contracting; Bid Package 03-01, KAR Construction; Bid Package 06-01, Miller Construction; Bid Package 06-02, Stolo Cabinets; Bid Package 07-01, Letner Roofing; Bid Package 08-01, Construction Hardware; Bid Package 09-01, Mirage Builders; Bid Package 09-02, Continental Marble & Tile; Bid Package 09-03, CG Acoustics; Bid Package 09-04, Signature Flooring, Inc.; Bid Package 09-05, AJ Fistes Corp.; Bid Package 10-01, Bogh Engineering, Inc.; Bid Package 11-01, Kitcor Corp.; Bid Package 22-01, Emphyrean Plumbing; Bid Package 23-01, Aire-Masters Air Conditioning; Bid Package 26-01, RDM Electric; and Bid Package 32-01, General Consolidated. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change orders have been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Bid Package 22-01-Plumbing-Emphyrean Plumbing	\$11,760.00
	Bid Amount:	\$1,613,316.00
	Revised Total Project Amount:	\$1,625,076.00

Change Order	Contractor	Amount
1	Bid Package 23-01-HVAC and Controls-Aire-Masters Air Conditioning	\$16,760.00
	Bid Amount:	\$2,512,500.00
	Revised Total Project Amount:	\$2,529,260.00

Change Order	Contractor	Amount
2	Bid Package 06-01-Rough Carpentry-Miller Construction	\$33,155.00
	Previously Approved Change Order:	\$21,164.00
	Bid Amount:	\$1,362,000.00
	Revised Total Project Amount:	\$1,416,319.00

Change Order	Contractor	Amount
2	Bid Package 06-01-Concrete & Reinforcing Steel (Structural & site)-KAR Construction	\$23,343.00
	Previously Approved Change Order:	\$74,770.00
	Bid Amount:	\$619,000.00
	Revised Total Project Amount:	\$717,113.00

The total change order amounts for KAR Construction exceed the legal limit of 10% of their total contract amounts. Upon approval of the change orders by the Board of Education, San Bernardino County Superintendent of Schools District Financial Services is prepared to process payments to the contractors as the work in the change orders is considered unforeseen and/or required by the California Division of State Architect.

The change orders result in a net increase of \$85,018.00 to the construction cost and no change in contract time. The revised total project cost, including all change orders, is \$27,315,595.00. Approval of the change orders allow for compensation to the contractors to perform the additional work as described.

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Orders for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project.

FISCAL IMPACT

\$85,018.00 to Building Fund 21.

NE:GJS:MS:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division
 5130 Riverside Drive
 Chino, CA 91710

Telephone: 909.628.1202, Ext. 145 Fax: 909.548.6034

CHANGE ORDER

DATE: 07/30/19 BID #: 18-19-10F CHANGE ORDER: 001

PROJECT: Cattle, Oak Ridge & Litel Elementary School Modernization Projects – Alterations

DSA APPLICATION #: See below DSA FILE #: See below

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects, Inc. CONTRACTOR: Empyrean Plumbing Inc.

The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

Cattle Elementary School

DSA Application #A04-117035 / DSA File #36-11

ITEM NO. 1:	Description:	Drinking Fountain with Bottle Filler
	Reason:	Delete specified drinking fountain and replace with drinking fountain with bottle filler per District Request in RFI #48 response.
	Document Ref:	Change Order Request No. C-002 (PCO No. C-015)
	Requested by:	District
	Change in Contract Sum:	\$3,466.00 / ADD
	Time Extension:	0 Calendar days

Litel Elementary School

DSA Application #A04-117036 / DSA File #36-11

ITEM NO. 1:	Description:	Drinking Fountain with Bottle Filler
	Reason:	Delete specified drinking fountain and replace with drinking fountain with bottle filler per District Request in RFI #48 response.
	Document Ref:	Change Order Request No. L-003 (PCO No. L-010)
	Requested by:	District
	Change in Contract Sum:	\$3,466.00 / ADD
	Time Extension:	0 Calendar days

ITEM NO. 2: Description: Storm Drain Catch Basins for ADA Upgrades
Reason: Remove and replace storm drain catch basins that are affected by the ADA path of travel upgrades noted in RFI #62 response.
Document Ref: Change Order Request No. L-004 (PCO No. L-008)
Requested by: District
Change in Contract Sum: \$2,710.00 / ADD
Time Extension: 0 Calendar days

ITEM NO. 3: Description: Reroute Existing Water Lines
Reason: Reroute existing water lines in conflict with Kitchen Hood per RFI 030 and 030.1 response.
Document Ref: Change Order Request No. L-006 (PCO No. L-027)
Requested by: District
Change in Contract Sum: \$2,118.00 / ADD
Time Extension: 0 Calendar days

END OF CHANGE ORDER NO. 001 ITEMS

SCHOOL SITE SUMMARY

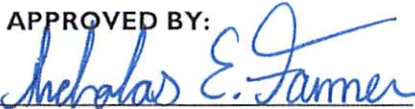



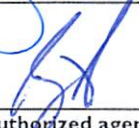
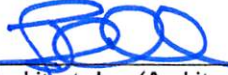
School	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Cattle ES	\$544,047.00	\$0.00	\$3,466.00	\$547,513.00
Litel ES	\$513,631.00	\$0.00	\$8,294.00	\$521,925.00
Oak Ridge ES	\$555,638.00	\$0.00	\$0.00	\$555,638.00
Total	\$1,613,316.00	\$0.00	\$11,760.00	\$1,625,076.00

CONTRACT SUMMARY

The original contract amount was: \$1,613,316.00
The contract amount will be increased by this Change Order: \$11,760.00
The new contract amount including this change order will be: \$1,625,076.00
The original contract completion date: 04/16/20
The contract time will be increased/decreased by days: 0
The date of completion as a result of this Change Order is: 04/16/20

The cumulative adjustment of the Contract Price and the Contract Time for each Change included in this Change Order represents and reflects the entire adjustment of the Contract Price and the Contract Time due Contractor for such items of Changes. The Contract Price adjustment herein for the items included in this Change Order includes without limitation, all costs for labor, materials, services and/or equipment as well as any and all costs arising out of or associated in any manner with impacts, disruptions, interference, delays or hindrances in performing or providing the Changes included in this Change Order. By executing this Change Order, Contractor acknowledges the foregoing and agrees that any rights or claims of Contractor, whether known or unknown, for costs or times associated with providing or performing the Changes included in this Change Order and not specifically reflected and included in this Change Order are waived, relinquished and released by Contractor; in connection with the foregoing, Contractor waives and releases any rights under Civil Code Section 1542 with regard to any unknown costs or additional time associated with the changes included in this Change Order.

APPROVED BY:

	<u>Nicholas E. Farmer</u> Project Manager	<u>8/01/19</u>
Empyrean Plumbing Inc. (Contractor)	Print Name / Title	Date
	<u>Glenn Gonzales/Frank Sand</u> / Inspector	<u>8-7-19</u>
DSA Inspector of Record (Team Inspections)		Date
	<u>Hung Truong</u> / Project Manager	<u>8/6/19</u>
Construction Manager (CW Driver)		Date
	<u>Samuel Sousa</u> / Construction Coordinator, Maintenance, Operations & Construction	<u>8.27.19</u>
CVUSD		Date
	<u>Greg Stachura</u> / Assistant Superintendent, Facilities, Planning & Operations Department	<u>8/29/19</u>
Owner (authorized agent)		Date
	<u>Jim DiCamillo</u> / President	<u>8.8.19</u>
WLC Architects Inc. (Architect)	Print Name / Title	Date



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division
5130 Riverside Drive
Chino, CA 91710
Telephone: 909.628.1202, Ext. 145 Fax: 909.548.6034

CHANGE ORDER

DATE: 07/30/19 BID #: 18-19-10F CHANGE ORDER: 001

PROJECT: Cattle, Oak Ridge & Litel Elementary School Modernization Projects – Alterations

DSA APPLICATION #: See below DSA FILE #: See below

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects, Inc. CONTRACTOR: Scorpio Enterprises dba Aire-Masters Air Conditioning

The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

Litel Elementary School

DSA Application #A04-117036 / DSA File #36-11

ITEM NO. 1:	Description:	Kitchen Ductwork Modifications
	Reason:	Reroute ductwork to above roof in lieu of above ceiling due to conflicts with existing utilities and ceiling heights per RFI 030 and 030.1 responses.
	Document Ref:	Change Order Request No. L-006 (PCO No. L-027)
	Requested by:	District
	Change in Contract Sum:	\$8,380.00 / ADD
	Time Extension:	0 Calendar days

Oak Ridge Elementary School

DSA Application # A04-117034 / DSA File #36-11

ITEM NO. 1:	Description:	Kitchen Ductwork Modifications
	Reason:	Reroute ductwork to above roof in lieu of above ceiling due to conflicts with existing utilities and ceiling heights per RFI 020 and 020.1 responses.
	Document Ref:	Change Order Request No. O-004 (PCO No. O-006)
	Requested by:	District
	Change in Contract Sum:	\$8,380.00 / ADD
	Time Extension:	0 Calendar days

SCHOOL SITE SUMMARY

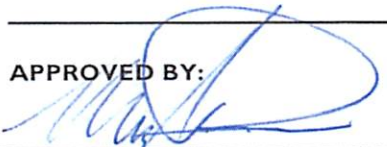
School	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Cattle ES	\$1,335,000.00	\$0.00	\$ 0.00	\$1,335,000.00
Litel ES	\$772,500.00	\$0.00	\$8,380.00	\$780,880.00
Oak Ridge ES	\$405,000.00	\$0.00	\$8,380.00	\$413,380.00
Total	\$2,512,500.00	\$0.00	\$16,760.00	\$2,529,260.00

CONTRACT SUMMARY

The original contract amount was: \$2,512,500.00
 The contract amount will be increased by this Change Order: \$16,760.00
 The new contract amount including this change order will be: \$2,529,260.00
 The original contract completion date: 04/16/20
 The contract time will be increased/decreased by days: 0
 The date of completion as a result of this Change Order is: 04/16/20

The cumulative adjustment of the Contract Price and the Contract Time for each Change included in this Change Order represents and reflects the entire adjustment of the Contract Price and the Contract Time due Contractor for such items of Changes. The Contract Price adjustment herein for the items included in this Change Order includes without limitation, all costs for labor, materials, services and/or equipment as well as any and all costs arising out of or associated in any manner with impacts, disruptions, interference, delays or hindrances in performing or providing the Changes included in this Change Order. By executing this Change Order, Contractor acknowledges the foregoing and agrees that any rights or claims of Contractor, whether known or unknown, for costs or times associated with providing or performing the Changes included in this Change Order and not specifically reflected and included in this Change Order are waived, relinquished and released by Contractor; in connection with the foregoing, Contractor waives and releases any rights under Civil Code Section 1542 with regard to any unknown costs or additional time associated with the changes included in this Change Order.

APPROVED BY:



Scorpio Enterprises dba Aire-Masters
Air Conditioning (Contractor)

Michael Dean / VP
Print Name / Title

8/1/19
Date



DSA Inspector of Record (Team Inspections)

Glenn Gonzales/Frank Sand / Inspector

8-7-19
Date




Construction Manager (CW Driver)

Hung Truong / Project Manager

8/6/19
Date


CVUSD

Owner (authorized agent)


WLC Architects Inc. (Architect)

Samuel Sousa / Construction Coordinator,
Maintenance, Operations & Construction

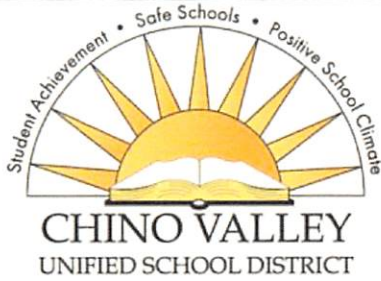
8.27.19
Date

Greg Stachura / Assistant Superintendent, Facilities,
Planning & Operations Department

8/29/19
Date

Jim DiCamillo / President
Print Name / Title

8-8-19
Date



CHINO VALLEY UNIFIED SCHOOL DISTRICT
Facilities, Planning and Operations Division
5130 Riverside Drive
Chino, CA 91710
Telephone: 909.628.1202, Ext. 145 Fax: 909.548.6034

CHANGE ORDER

DATE: 8/20/19 BID #: 18-19-10F CHANGE ORDER: 002

PROJECT: Cattle, Oak Ridge & Litel Elementary School – Alterations

DSA APPLICATION #: See below DSA FILE #: See below

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects, Inc. CONTRACTOR: Miller Construction

The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

Litel Elementary School

DSA Application #A04-117036 / DSA File #36-11

ITEM NO. 1:	Description:	Kitchen Mechanical Conflicts (RFI#030, 030.1 & 067)
	Reason:	Ceiling framing revisions due to mechanical ductwork conflict with existing ceiling heights and framing for fly fan. (Miller COR#001RI & 007)
	Document Ref:	Change Order Request No. L-006 (PCO No. L-027)
	Requested by:	District
	Change in Contract Sum:	\$1,364.00 / ADD
	Time Extension:	0 Calendar days

Oak Ridge Elementary School

DSA Application # A04-117034 / DSA File #36-11

ITEM NO. 1:	Description:	Kitchen Mechanical Conflicts (RFI#020, 020.1, 034.1 & 051)
	Reason:	Ceiling framing revisions due to mechanical ductwork conflict with existing ceiling heights and for fly fan. (Miller COR#001 & 003.1)
	Document Ref:	Change Order Request No. O-004 (PCO No. O-006)
	Requested by:	District
	Change in Contract Sum:	\$1,431.00 / ADD
	Time Extension:	0 Calendar days

Cattle Elementary School

DSA Application #A04-117035 / DSA File #36-11

ITEM NO. 1: Description: CCD#002RI – Building B Revised Framing for 3x10 Ledger Conflict for Phase 2

Reason: Existing framing retrofit noted on DSA Approved CCD#002RI that were necessary to accommodate existing conditions for glulam beam connections at Bldg B for Phase 2. (Miller COR#022)

Document Ref: Change Order Request No. C-005 (PCO No. C-074)

Requested by: District

Change in Contract Sum: \$5,908.00 / ADD

Time Extension: 0 Calendar days

ITEM NO. 2: Description: CCD#002RI – Building B Media and Building A Revised Framing for 3x10 Ledger Conflict for Phase 3

Reason: Existing framing retrofit noted on DSA Approved CCD#002RI that were necessary to accommodate existing conditions for glulam beam connections at Bldg B Media and Building A for Phase 3. (Miller COR#030)

Document Ref: Change Order Request No. C-006 (PCO No. C-151)

Requested by: District

Change in Contract Sum: \$24,452.00 / ADD

Time Extension: 0 Calendar days

END OF CHANGE ORDER NO. 002 ITEMS

SCHOOL SITE SUMMARY



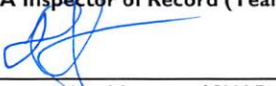


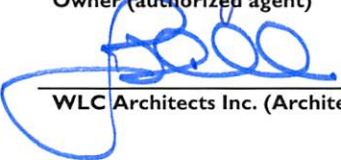
School	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Cattle ES	\$628,000.00 ↗	\$21,164.00 ↘	\$30,360.00 ↙	\$679,524.00
Litel ES	\$440,000.00 ↗	\$0.00	\$ 1,364.00 ↗	\$441,364.00
Oak Ridge ES	\$294,000.00 ↗	\$0.00	\$ 1,431.00 ↗	\$295,431.00
Total	\$1,362,000.00 ↗	\$21,164.00 ↘	\$33,155.00 ↙	\$1,416,319.00 ↘

CONTRACT SUMMARY

The original contract amount was:	\$1,362,000.00	↖
Net change by previous Change Order:	\$21,164.00	↖
The contract amount will be increased by this Change Order:	\$33,155.00	↖
The new contract amount including this change order will be:	\$1,416,319.00	↖
The original contract completion date:	4/16/20	
The contract time will be increased/decreased by days:	0	
The date of completion as a result of this Change Order is:	4/16/20	

The cumulative adjustment of the Contract Price and the Contract Time for each Change included in this Change Order represents and reflects the entire adjustment of the Contract Price and the Contract Time due Contractor for such items of Changes. The Contract Price adjustment herein for the items included in this Change Order includes without limitation, all costs for labor, materials, services and/or equipment as well as any and all costs arising out of or associated in any manner with impacts, disruptions, interference, delays or hindrances in performing or providing the Changes included in this Change Order. By executing this Change Order, Contractor acknowledges the foregoing and agrees that any rights or claims of Contractor, whether known or unknown, for costs or times associated with providing or performing the Changes included in this Change Order and not specifically reflected and included in this Change Order are waived, relinquished and released by Contractor; in connection with the foregoing, Contractor waives and releases any rights under Civil Code Section 1542 with regard to any unknown costs or additional time associated with the changes included in this Change Order.

APPROVED BY:

	Mark Dorf Vice President	8-22-19
Miller Construction (Contractor)	Print Name / Title	Date
	Frank Sand / Inspector	8-22-19
DSA Inspector of Record (Team Inspections)		Date
	Hung Truong / Project Manager	8/23/19
Construction Manager (CW Driver)		Date
	Samuel Sousa / Construction Coordinator, Maintenance, Operations & Construction	8/23/19
CVUSD		Date
	Greg Stachura / Assistant Superintendent, Facilities, Planning & Operations Department	9/3/19
Owner (authorized agent)		Date
	Jim DiCamillo / President	8-28-19
WLC Architects Inc. (Architect)	Print Name / Title	Date



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division

5130 Riverside Drive

Chino, CA 91710

Telephone: 909.628.1202, Ext. 145 Fax: 909.548.6034

CHANGE ORDER

DATE: 7/30/19 BID #: 18-19-10F CHANGE ORDER: 002

PROJECT: Cattle, Oak Ridge & Litel Elementary School – Alterations

DSA APPLICATION #: See below DSA FILE #: See below

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects, Inc. CONTRACTOR: K.A.R. Construction, Inc.

The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

Litel Elementary School

DSA Application #A04-117036 / DSA File #36-11

ITEM NO. 1:	Description:	ADA Path of Travel Upgrades (RFI#062)
	Reason:	Replace existing concrete with new concrete so it is compliant and within ADA tolerances along the path of travel as noted in RFI #062 response.
	Document Ref:	Change Order Request No. L-004 (PCO No. L-008)
	Requested by:	District
	Change in Contract Sum:	\$11,027.00 / ADD
	Time Extension:	0 Calendar days

Oak Ridge Elementary School

DSA Application # A04-117034 / DSA File #36-11

ITEM NO. 1:	Description:	Oak Ridge Kindergarten Playground Modifications
	Reason:	Delete concrete pavement and excavate soil for new sand pit & grass area as noted in RFI #079 & 079.1 responses.
	Document Ref:	Change Order Request No. O-005 (PCO No. O-057)
	Requested by:	District
	Change in Contract Sum:	\$1,053.00 / ADD
	Time Extension:	0 Calendar days

ITEM NO. 2: Description: Oak Ridge Kindergarten Playground Regrading
Reason: Regrade playground area to provide proper drainage and ADA accessibility due to conflict in elevations as noted in RFI #092 response.
Document Ref: Change Order Request No. O-005 (PCO No. O-057)
Requested by: District
Change in Contract Sum: \$11,263.00 / ADD
Time Extension: 0 Calendar days

END OF CHANGE ORDER NO. 002 ITEMS

SCHOOL SITE SUMMARY

School	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Cattle ES	\$207,000.00	\$0.00	\$ 0.00	\$207,000.00
Litel ES	\$162,000.00	\$48,727.00	\$11,027.00	\$221,754.00
Oak Ridge ES	\$250,000.00	\$26,043.00	\$12,316.00	\$288,359.00
Total	\$619,000.00	\$74,770.00	\$23,343.00	\$717,113.00







CONTRACT SUMMARY

The original contract amount was: \$619,000.00
Net change by previous Change Order: \$74,770.00
The contract amount will be increased by this Change Order: \$23,343.00
The new contract amount including this change order will be: \$717,113.00
The original contract completion date: 4/16/20
The contract time will be increased/decreased by days: 0
The date of completion as a result of this Change Order is: 4/16/20

The cumulative adjustment of the Contract Price and the Contract Time for each Change included in this Change Order represents and reflects the entire adjustment of the Contract Price and the Contract Time due Contractor for such items of Changes. The Contract Price adjustment herein for the items included in this Change Order includes without limitation, all costs for labor, materials, services and/or equipment as well as any and all costs arising out of or associated in any manner with impacts, disruptions, interference, delays or hindrances in performing or providing the Changes included in this Change Order. By executing this Change Order, Contractor acknowledges the foregoing and agrees that any rights or claims of Contractor, whether known or unknown, for costs or times associated with providing or performing the Changes included in this Change Order and not specifically reflected and included in this Change Order are waived, relinquished and released by Contractor; in connection with the foregoing, Contractor

waives and releases any rights under Civil Code Section 1542 with regard to any unknown costs or additional time associated with the changes included in this Change Order.

APPROVED BY:

 K.A.R. Construction, Inc. (Contractor)	<u>Brent Rothweiler</u> Project Manager Print Name / Title	<u>7/31/19</u> Date
 DSA Inspector of Record (Team Inspections)	<u>Frank Sand/Glenn Gonzales</u> / Inspector Print Name / Title	<u>7/31/19</u> Date
 Construction Manager (CW Driver)	<u>Hung Truong</u> / Project Manager Print Name / Title	<u>7/31/19</u> Date
 CVUSD	<u>Samuel Sousa</u> / Construction Coordinator, Maintenance, Operations & Construction Print Name / Title	<u>7/31/19</u> Date
 Owner (authorized agent)	<u>Greg Stachura</u> / Assistant Superintendent, Facilities, Planning & Operations Department Print Name / Title	<u>8/6/19</u> Date
 WLC Architects Inc. (Architect)	<u>Jim DiCamillo</u> / President Print Name / Title	<u>8/1/19</u> Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 19, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 18-19-33F, BORBA ES HVAC RETROFIT

=====

BACKGROUND

On April 18, 2019, the Board of Education awarded Bid 18-19-33F, Borba ES HVAC Retrofit to Leading Edge Air Conditioning & Heating. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Leading Edge Air Conditioning & Heating	\$25,400.00
	Bid Amount:	\$267,300.00
	Revised Total Project Amount:	\$292,700.00
	Retention Amount:	\$14,635.00

The change order results in a net increase of \$25,400.00 to the construction cost and no change in contract time. The revised total project cost, including all change orders, is \$292,700.00. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on August 23, 2019..

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

Staff recommends the approval of the Change Order and Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 18-19-33F, Borba ES HVAC Retrofit.

FISCAL IMPACT

\$25,400.00 to Deferred Maintenance Fund 14.

NE:GJS:AGH:pw



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

CHANGE ORDER

Date: 8/19/2019 BID/ CUPCAA #: 18-19-33F Change Order #: 1

Project Title: Anna Borba ES HVAC Retrofit

Owner: Chino Valley Unified School District DSA Application #: N/A DSA File #: N/A

Architect: N/A Contractor: Leading Edge Air Conditioning

The Contractor is hereby authorized to do the following:

Item # 1 Relocate condensation lines

Requested By: District Project Manager Increase/Decrease amount: \$25,400.00

Reason: Condensation lines where in the way of new HVAC unit. The new HVAC unit is larger in size Which caused this issue. The concrete slab needed to be broken up and new copper lines where installed.

Item # 2

Requested By: _____ Increase/Decrease amount: _____

Reason: _____

Item # 3

Requested By: _____ Increase/Decrease amount: _____

Reason: _____

Original contract completion date:	<u>8/31/2019</u>	Original contract amount:	<u>\$267,300.00</u>
Increase/Decrease of days:	<u>0</u>	Increase/Decrease amount:	<u>+ \$25,400.00</u>
New contract completion date:	<u>8/31/2019</u>	New contract amount:	<u>\$292,700.00</u>

Approved by:

N/A _____
DSA Inspector of Record Signature Date

N/A _____
Architect / Engineer Signature Date

N/A _____
Construction/Project Manager Signature Date

N/A _____
CVUSD Construction Coordinator Signature Date

Alex Rivera _____
CVUSD Project Manager Signature Date 8/27/2019

Martin Silveira _____
Director, Maintenance, Operations & Construction Signature Date 8/28/19

Greg Stachura _____
Owner (Authorized Agent) Signature Date 8/29/19

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 19, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: NOTICE OF COMPLETION FOR BID 18-19-34F, NEWMAN ES HVAC RETROFIT

=====

BACKGROUND

On April 18, 2019, the Board of Education awarded Bid 18-19-34F, Newman ES HVAC Retrofit to Pacific West Industries, Inc. All contracted work was completed on August 30, 2019. Contract summary is provided below.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
\$309,000.00	N/A	\$309,000.00	\$15,450.00

Documentation indicating satisfactory completion and compliance with specification has been obtained from Alex Rivera, Project Manager; and Martin Silveira, Director, Maintenance, Operations, and Construction.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

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

RECOMMENDATION

It is recommended the Board of Education approve the Notice of Completion for Bid 18-19-34F, Newman ES HVAC Retrofit.

FISCAL IMPACT

\$309,000.00 to Deferred Maintenance Fund 14.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 19, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: NOTICE OF COMPLETION FOR BID 18-19-35F, GLENMEADE ES HVAC RETROFIT

=====

BACKGROUND

On April 18, 2019, the Board of Education awarded Bid 18-19-35F, Glenmeade ES HVAC Retrofit to Pacific West Industries, Inc. All contracted work was completed on August 30, 2019. Contract summary is provided below.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
\$459,000.00	N/A	\$459,000.00	\$22,950.00

Documentation indicating satisfactory completion and compliance with specification has been obtained from Alex Rivera, Project Manager; and Martin Silveira, Director, Maintenance, Operations, and Construction.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

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

RECOMMENDATION

It is recommended the Board of Education approve the Notice of Completion for Bid 18-19-35F, Glenmeade ES HVAC Retrofit.

FISCAL IMPACT

\$459,000.00 to Deferred Maintenance Fund 14.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 19, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: NOTICE OF COMPLETION FOR BID 18-19-36F, MAGNOLIA JHS HVAC RETROFIT

=====

BACKGROUND

On April 18, 2019, the Board of Education awarded Bid 18-19-36F, Magnolia JHS HVAC Retrofit to RT Contractor Corp. All contracted work was completed on August 30, 2019. Contract summary is provided below.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
\$540,000.00	N/A	\$540,000.00	\$27,000.00

Documentation indicating satisfactory completion and compliance with specification has been obtained from Alex Rivera, Project Manager; and Martin Silveira, Director, Maintenance, Operations, and Construction.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

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

RECOMMENDATION

It is recommended the Board of Education approve the Notice of Completion for Bid 18-19-36F, Magnolia JHS HVAC Retrofit.

FISCAL IMPACT

\$540,000.00 to Deferred Maintenance Fund 14.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 19, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: NOTICE OF COMPLETION FOR BID 18-19-37F, WALNUT ES PARKING LOT EXPANSION

=====

BACKGROUND

On May 2, 2019, the Board of Education awarded Bid 18-19-37F, Walnut ES Parking Lot Expansion to TSR Construction and Inspection. All contracted work was completed on August 9, 2019. Contract summary is provided below.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
\$187,400.00	\$17,200.00	\$204,600.00	\$10,230.00

Documentation indicating satisfactory completion and compliance with specification has been obtained from: school site administrator; Jim DiCamillo, Architect; Gabriel Zapirtan, Construction/Project Manager; Alex Rivera, Project Manager; and Martin Silveira, Director, Maintenance, Operations, and Construction.

Staff recommends approval of the Notice of Completion for this bid. The final retention payment of 5% of the value of work done under this contract shall be made 35 days after the Notice of Completion is recorded with the County Recorder.

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

RECOMMENDATION

It is recommended the Board of Education approve the Notice of Completion for Bid 18-19-37F, Walnut ES Parking Lot Expansion.

FISCAL IMPACT

\$204,600.00 to Capital Facilities Fund 25.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 19, 2019
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
SUBJECT: LICENSE AGREEMENT WITH CHINO HOLDING COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY FOR ACCESS TO REAL PROPERTY LOCATED IN THE CITY OF CHINO FOR ENVIRONMENTAL AND PRELIMINARY CONSTRUCTION TESTING AND INSPECTIONS

=====

BACKGROUND

Chino Holding Company, LLC, a Delaware limited liability company, owns real property located in the city of Chino. The District is currently in negotiations with the Chino Holding Company, LLC to purchase this property for the construction of Preserve School #2.

Prior to the purchase, the District and its consultants require access to the property for environmental and preliminary construction testing and inspections which are required by the California Department of Education and Division of State Architect.

The attached license agreement will allow the District and its consultants access to this property and ensure that the interests of Chino Holding Company, LLC and the District are protected.

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

RECOMMENDATION

It is recommended the Board of Education approve the License Agreement with Chino Holding Company, LLC, a Delaware limited liability company for access to real property located in the city of Chino for environmental and preliminary construction testing and inspections.

FISCAL IMPACT

None.

NE:GJS:pw

LICENSE AGREEMENT

This LICENSE AGREEMENT ("**Agreement**") is entered into as of September 20, 2019 ("**Effective Date**") by and between CHINO HOLDING COMPANY, LLC a Delaware limited liability company ("**OWNER**"), and THE CHINO VALLEY UNIFIED SCHOOL DISTRICT, a public school district duly organized and validly existing under the Constitution and Laws of the State of California ("**CVUSD**"). OWNER and CVUSD are sometimes hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

- A. OWNER owns certain real property (the "**Property**") located in the City of Chino, California described on Exhibit A and depicted on Exhibit B attached hereto.
- B. In connection with its possible acquisition of the Property, CVUSD requests that OWNER grant CVUSD the "**License**" to enter the Property to perform the "**Due Diligence Work**" (as those terms are defined below) in accordance with this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, CVUSD and OWNER hereby agree as follows:

1. Grant of License. OWNER hereby grants CVUSD and its agents, employees, and duly licensed consultants and contractors (collectively and individually, "**CVUSD's Agents**") a temporary, non-exclusive license ("**License**") to enter the Property in order to perform the Due Diligence Work during the "**Term**" (defined in Section 3 below). The CVUSD Agents include those consultants/contractors listed on Schedule 1 attached hereto.
2. Due Diligence. The "**Due Diligence Work**" shall consist of that work listed on Exhibit C attached hereto.
3. Term of License. The License shall commence on the "**Effective Date**" and remain in effect until the earlier of (i) ninety (90) days from the Effective Date or (ii) the execution of a mutually acceptable Purchase and Sale Agreement by OWNER and CVUSD for the Property (the "**Term**"). Notwithstanding the foregoing, this License may be terminated at any time by OWNER if CVUSD (or any of CVUSD's Agents) breaches this Agreement and such breach remains uncured by CVUSD for a period of three (3) days.
4. Performance of the Due Diligence.
 - a. CVUSD shall, at its sole cost and expense, obtain all governmental permits, plans, and related approvals required for the Due Diligence Work and shall at all times comply with the terms of such permits and

plans. CVUSD and CVUSD's Agents shall perform the Due Diligence Work (i) in a good and workmanlike manner in accordance with all applicable laws, in a safe, neat and orderly fashion. CVUSD shall be responsible for any damage done to the Property by CVUSD or any of CVUSD's Agents. Prior to expiration of the Term, CVUSD shall remove, or cause to be removed, any and all equipment, garbage and/or debris, and any personal property placed onto the Property by CVUSD or CVUSD's Agents.

- b. CVUSD shall use its own or CVUSD's Agents' own equipment to perform the Due Diligence Work.
- c. CVUSD shall notify OWNER, in writing (which notice may be by e-mail), at least three (3) business days before conducting any soils or other invasive testing and one (1) business day before conducting other study, tests or investigations, provided CVUSD can, if approved by OWNER in writing (which approval may be by e-mail), commence soils or other invasive testing earlier than the three (3) business days provided above. CVUSD shall also notify OWNER verbally if CVUSD's investigation and testing discovers any hazardous or toxic materials, archeological artifacts, or endangered species or habitat, or other conditions which may materially and adversely affect the value of, or ability to develop, the Property, or which require notice to a governmental agency or other third party, and shall get OWNER's written approval (i) before including such findings in any written report or (ii) before disclosing such findings or report to any person or entity other than to CVUSD's Agents or to OWNER, unless such disclosure is required by applicable law, regulation or legal or judicial process.

5. Expiration of the Term. After expiration of the Term (i) this Agreement shall automatically terminate (except for CVUSD's indemnity in Section 7 below, which survives termination), (ii) CVUSD shall not enter the Property to remove any other personal property, (iii) CVUSD gives up all right, title or interest in any personal property that remains on the Property, and (iv) OWNER shall have the option, but not the obligation, to treat any and all personal property that remains on the Property as abandoned property. Within five (5) days after this Agreement is terminated, any portions of the Property damaged by CVUSD or any CVUSD Agents shall be repaired promptly by CVUSD, at CVUSD's expense, to substantially the condition existing before CVUSD began its activities on the Property.

6. Liens. OWNER does not consent to any mechanics', materialmen's, contractors' or subcontractors' liens (collectively and individually, "**Liens**") being recorded against the Property. If CVUSD and/or CVUSD's Agents are responsible for any Liens, then CVUSD shall pay, or cause to be paid, the sums secured by such Liens, any related claims or demands, or bond over them with a surety approved

by OWNER, within ten (10) business days of the date any Liens are recorded on the Property. OWNER reserves the right at any time, and from time to time, to post and maintain on the Property, or any portion thereof or improvement thereon, such notices of non-responsibility as may be necessary to protect OWNER.

7. Indemnification. To the fullest extent permitted by law, CVUSD shall indemnify, defend and hold, OWNER, its affiliated entities, Chino Preserve Development Corporation, a California corporation, Chino Development Corporation, a California corporation and Lewis Management Corp., a California corporation, and their respective officers, directors, members, managers, partners, agents, affiliates, shareholders, related groups or entities, and employees (collectively and individually, "**Indemnitees**") harmless from any claim, liability, loss, cost or obligation asserted against any Indemnitee by any third party, relating to bodily injury, death or property damage to the extent relating to or arising out of (i) CVUSD's breach of any of its obligations under this Agreement, (ii) the acts or omissions of CVUSD and/or CVUSD's Agents, or (iii) CVUSD's and/or CVUSD Agents' violation of any law, ordinance or regulation adopted, promulgated or interpreted by any governmental agency with jurisdiction over the Property, for which CVUSD and/or CVUSD's Agents are responsible, including with regards to any Due Diligence Work that commenced before the Effective Date. Claims resulting from the sole negligence or willful misconduct or omission of OWNER, or one or more of the Indemnitees, are excluded from this Section 7. Further, this Section 7 shall not apply to any claims that may arise solely by the mere discovery of hazardous or toxic materials, or discovering conditions, facts or circumstances that adversely affect or may adversely affect the value of the Property, except to the extent that CVUSD willfully or negligently exacerbates any such conditions. CVUSD's indemnity obligations under this Section 7 shall survive termination of this Agreement.

8. Insurance. Commencing on the Effective Date and thereafter throughout the Term, CVUSD agrees to maintain in force continuously, at its sole expense, the following insurance (or equivalent JPA pooled fund); a certificate evidencing this insurance together with a copy of the additional insured endorsement required below on behalf of CVUSD and its consultants and contractors conducting Due Diligence Work shall be delivered to OWNER by CVUSD before the commencement of any Due Diligence Work on the Property:
 - a. Commercial general liability insurance (or equivalent JPA pooled fund) with a per occurrence limit of not less than One Million Dollars (\$1,000,000.00) covering bodily injury, personal injury, death and property damage liability per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, insuring OWNER as an additional insured against any and all liability with respect to the Property, or arising out of the Agreement.
 - b. Workers' compensation and employer's liability coverage as required by law, if required.

If to CVUSD: Chino Valley Unified School District
Attn: Gregory Stachura, Assistant Superintendent,
Facilities, Planning and Operations
5130 Riverside Drive
Chino, CA 91710
Email: greg_stachura@chino.k12.ca.us

With a copy to: Attention: Terry Tao
921 N. Harbor Blvd, Suite 408
La Habra, CA 90631
Email: _tnt@taorossini.com

11. Interpretation. The captions of the Paragraphs and Sections of this Agreement are for convenience only and shall not govern or influence the interpretation hereof. This Agreement is the result of negotiations between the parties and, accordingly, shall not be construed for or against either party regardless of which party initially drafted this Agreement or any portion thereof.
12. Assignability. This Agreement may not be assigned to any person or entity, without the prior written consent of OWNER, and any attempt to do so shall be null and void.
13. Governing Law. The laws of the State of California shall govern this Agreement and the courts of San Bernardino County have jurisdiction of any litigation, arbitration or other legal proceeding arising from this Agreement.
14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
15. Attorneys' Fees. If any action, proceeding, or arbitration arising out of or relating to this Agreement is commenced by any party to this Agreement, then the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs and expenses incurred in the action, proceeding or arbitration by the prevailing party.
16. Authority to Sign. CVUSD and OWNER hereby represent that the persons executing this Agreement on behalf of each has full authority to do so, and to bind each party to this Agreement.
17. Time is of the Essence. Time is of the essence as to every term and condition of this Agreement.
18. Merger. This Agreement constitutes the full and complete agreement by CVUSD

and OWNER concerning the subject matter of this Agreement and any other agreements concerning such matters are merged herein and of no force or effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

“OWNER”

CHINO HOLDING COMPANY, LLC,
a Delaware limited liability company

By: NORTH MOUNTAIN CORPORATION,
a California corporation - Its Sole Manager

By: _____
Name: _____
Its: Authorized Agent

“CVUSD”

CHINO VALLEY UNIFIED SCHOOL
DISTRICT, a public school district duly
organized and validly existing under the
Constitution and Laws of the State of
California

By: _____
Name: _____
Its: _____

EXHIBITS:

Exhibit A: Description of the Property
Exhibit B: Depiction of the Property
Exhibit C: Due Diligence Work

Schedule 1 List of Consultants/Contractors

**EXHIBIT A TO LICENSE AGREEMENT
LEGAL DESCRIPTION**

BEING THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 1096 IN THE CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 12, PAGE 21 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS :

BEGINNING AT THE NORTHWEST CORNER OF TRACT NO. 16420-2 AS SHOWN ON MAP FILED IN BOOK 346, PAGES 35 THROUGH 41 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY OF EAST PRESERVE LOOP; THENCE SOUTH 00°40'58" EAST, ALONG SAID WESTERLY RIGHT OF WAY,

868.82 FEET; THENCE SOUTH 34°18'24" WEST, 24.41 FEET; THENCE SOUTH 89°19'02" WEST 564.70 FEET; THENCE NORTH 00°40'58" WEST, 903.82 FEET; THENCE NORTH 89°19'02" EAST,

561.70 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF EAST PRESERVE LOOP AS SHOWN ON TRACT NO. 16420-1, FILED IN BOOK 336, PAGES 23 THROUGH 28 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ; THENCE SOUTH 49°15'32" EAST ALONG SAID RIGHT OF WAY, 22.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.00 ACRES MORE OR LESS

SEE EXHIBIT B ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.



6-3-19



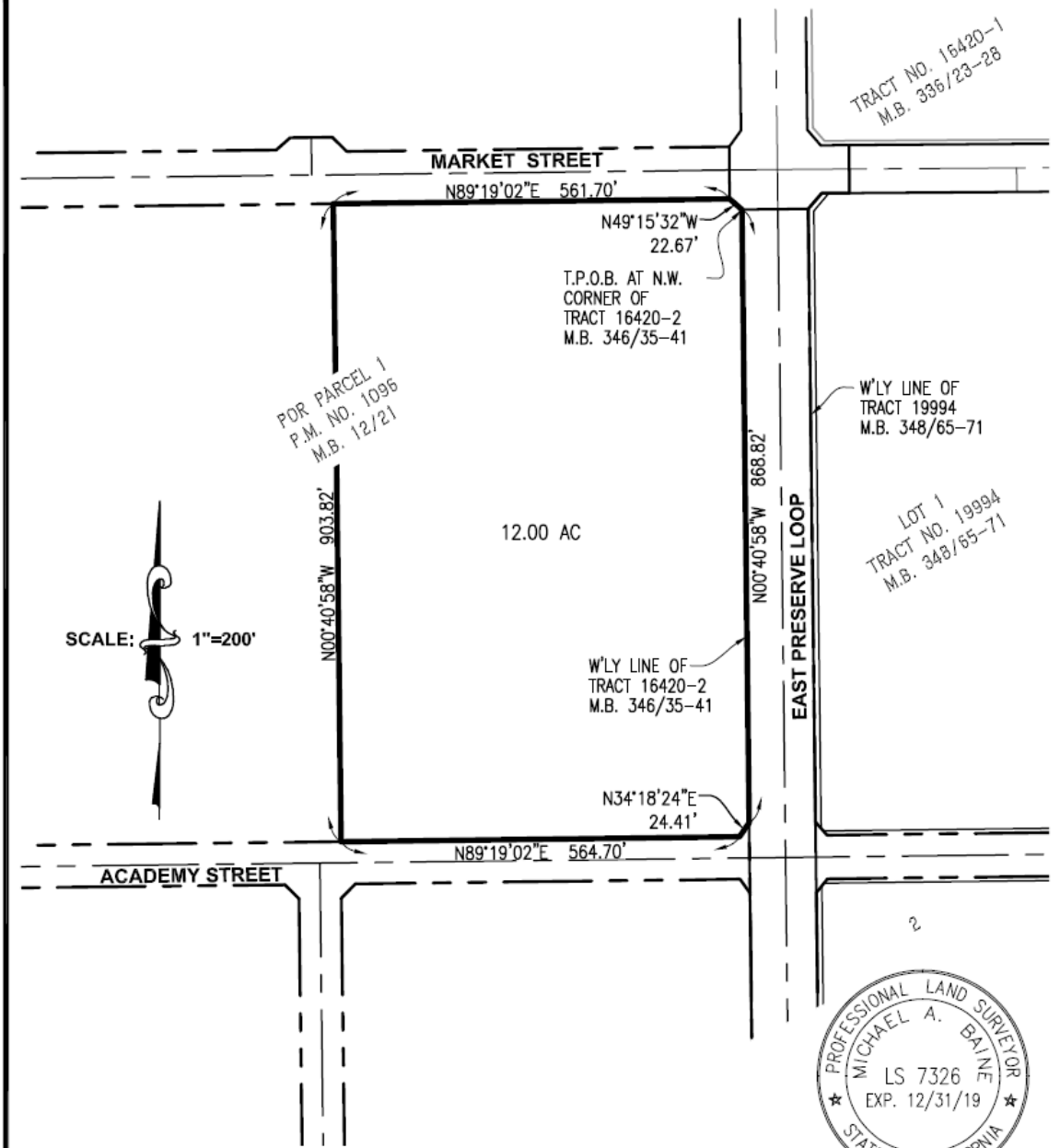
MICHAEL A. BAINE, P.L.S. DATE

EXHIBIT B TO LICENSE AGREEMENT

DEPICTION OF THE PROPERTY

[Please see the Following Page Attached]

EXHIBIT B



JOB NO.: 0481-245
DATE: 06/03/2019



LDKING
Engineers/Surveyors
975 N. HAVEN AVENUE
SUITE 200
ONTARIO, CALIFORNIA 91764
PHONE: (909) 945-0526

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

Last Opened: Jun 03, 2019 - 12:51pm ; File: E:\400-499\481\0481-245-Block 9\Exhibits\Exhibit B-Blk9-School.dwg ; By: Owner

EXHIBIT C TO LICENSE AGREEMENT
DUE DILIGENCE WORK

CVUSD and CVUSD's agents shall have a nonexclusive license to enter upon the Property for the purpose of performing engineering, environmental testing, surveying, soils testing, and other physical investigations of the Property.

SCHEDULE 1
CONSULTANT LIST

PlaceWorks

2850 Inland Empire Boulevard, Suite B
Ontario, California 91764

Subcontractors to PlaceWorks

- **InterPhase Environmental**
6200 Peachtree Street
Los Angeles, CA 90040
1-800-457-3300

- **A&R Laboratories**
1650 S. Grove Avenue, Suite C
Ontario, CA
951-779-0310

WLC Architects

8163 Rochester Avenue, Suite 100
Rancho Cucamonga, CA 91730
909 987-0909

Subcontractors to WLC Architects

- **John R. Byerly, Inc.**
2257 S. Lilac Avenue
Bloomington, CA 92316
(909) 877-1324

Subcontractor to John R. Byerly, Inc.

- **2-R Drilling, Inc.**
6939 Schaefer Avenue, #D-304
Chino, CA 91710
909-490-0530

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

DATE: September 19, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: CERTIFICATED/CLASSIFIED PERSONNEL ITEMS

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BACKGROUND

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

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

RECOMMENDATION

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

FISCAL IMPACT

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

NE:RR:FA:IB:mcm

CERTIFICATED PERSONNEL

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

GARCIA, Briana	Special Education Teacher	Dickson ES/Litel ES	09/20/2019
TIBBETS, Caitlen	Elementary Teacher	Cal Aero K-8	08/20/2019
CAO, Cindy	Math Teacher	Ramona JHS	09/20/2019

TEACHING OUT OF CREDENTIALLED AREA PER EDUCATION CODE §44258.7(b) EFFECTIVE JULY 1, 2019, THROUGH JUNE 30, 2020

ALLEN, Jeffrey	Athletic PE	Ayala HS	2019/2020
BHATT, Sameer	Athletic PE	Ayala HS	2019/2020
GRACIA, Arthur	Athletic PE	Ayala HS	2019/2020
MARCEAU, Paul	Athletic PE	Ayala HS	2019/2020
REED, Warren	Athletic PE	Ayala HS	2019/2020
ULLMANN, Matthew	Athletic PE	Ayala HS	2019/2020
ANGULO, Alex	Athletic PE	Chino HS	2019/2020
DAVIS, Jonathon	Athletic PE	Chino HS	2019/2020
LAROSA, Joseph	Athletic PE	Chino HS	2019/2020
BENTON, Megan	Athletic PE	Chino Hills HS	2019/2020
CHIOTTI, Michelle	Athletic PE	Chino Hills HS	2019/2020
GRANT, Donald	Athletic PE	Chino Hills HS	2019/2020
KREISS, Kimberly	Athletic PE	Chino Hills HS	2019/2020
LATIMORE, Dennis	Athletic PE	Chino Hills HS	2019/2020
PLASCENCIA, Andy	Athletic PE	Chino Hills HS	2019/2020
STEVENS, Christopher	Athletic PE	Chino Hills HS	2019/2020
VERPLANCKE, Joseph	Athletic PE	Chino Hills HS	2019/2020
HIGHSTREET, Eric	Athletic PE	Don Lugo HS	2019/2020
POLITE, Coby	Athletic PE	Don Lugo HS	2019/2020
SWIFT, Micah	Athletic PE	Don Lugo HS	2019/2020

TEACHING OUT OF CREDENTIALLED AREA PURSUANT TO T5 §80020.4 (a) & (b) EFFECTIVE JULY 1, 2019, THROUGH JUNE 30, 2020

GRAHAM, Stephenette	Instructional Coach	Cal Aero K-8	2019/2020
LANDGRAF, Krista	Instructional Coach	Woodcrest JHS	2019/2020
LISTA, Lisa	Instructional Coach	Woodcrest JHS	2019/2020
BAKER, Andrea	Instructional Coach	Elementary Curriculum	2019/2020
EMHOFF, Elizabeth	Instructional Coach	Elementary Curriculum	2019/2020
GROSS, Heidi	Instructional Coach	Elementary Curriculum	2019/2020
IVES, Kristine	Instructional Coach	Elementary Curriculum	2019/2020
LEONG, Eileen	Instructional Coach	Elementary Curriculum	2019/2020
LONG, Amanda	Instructional Coach	Elementary Curriculum	2019/2020

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>TEACHING OUT OF CREDENTIALLED AREA PURSUANT TO T5 §80020.4 (a) & (b)</u>			
<u>EFFECTIVE JULY 1, 2019, THROUGH JUNE 30, 2020</u> (cont.)			
MADKIN, Kitt	Instructional Coach	Elementary Curriculum	2019/2020
MILVERSTED, Angela	Instructional Coach	Elementary Curriculum	2019/2020
MORALES, Elizabeth	Instructional Coach	Elementary Curriculum	2019/2020
MOUNCE, Erin	Instructional Coach	Elementary Curriculum	2019/2020
STRADLING, Sandra	Instructional Coach	Elementary Curriculum	2019/2020
ASHCRAFT, Jason	TOA – PI – Inst. Coach	District Office	2019/2020
DESARRO, Diana	TOA – PI – Inst. Coach	District Office	2019/2020
JAIME, Jessica	TOA – PI – Inst. Coach	District Office	2019/2020
MENDOZA, Norma	TOA – PI – Inst. Coach	District Office	2019/2020
MUHR, Laureen	TOA – PI – Inst. Coach	District Office	2019/2020

APPOINTMENT - EXTRA DUTY

BALARA, Phillip	Softball (GF)	Ramona JHS	09/20/2019
LAROYA, Paulina (NBM)	Cheer (GF)	Ramona JHS	09/20/2019
ROGERS, Nancy	8th Grade Girls Basketball (GF)	Ramona JHS	09/20/2019
VAZQUEZ, Alberto	Volleyball (GF)	Ramona JHS	09/20/2019
CARROLL, Nathan (NBM)	Band (B)	Townsend JHS	09/20/2019
DREW, Scot	7th Grade Boys Basketball (GF)	Woodcrest JHS	09/20/2019
DREW, Scot	7th Grade Girls Basketball (GF)	Woodcrest JHS	09/20/2019
DREW, Scot	8th Grade Boys Basketball (GF)	Woodcrest JHS	09/20/2019
DREW, Scot	8th Grade Girls Basketball (GF)	Woodcrest JHS	09/20/2019
DREW, Scot	Track (GF)	Woodcrest JHS	09/20/2019
SCHWIETERT, Valerie	Volleyball (GF)	Woodcrest JHS	09/20/2019
HURTADO, Jordan (NBM)	Girls Soccer (gf)	Ayala HS	09/20/2019
POPE, Nathan	Football (B)	Ayala HS	09/20/2019
TIECK, Kevin (NBM)	Band (B)	Ayala HS	09/20/2019
WILLE, Kayla (NBM)	Athletic Trainer (B)	Ayala HS	09/20/2019
CULBERTSON, Sarah (NBM)	Band (B)	Chino HS	09/20/2019
VALENZUELA, Benito	Football (B)	Chino HS	09/20/2019
HERMOSILLO, John (NBM)	Baseball (B)	Chino Hills HS	09/20/2019
PLASCENCIA, Andy	Boys Golf (GF)	Chino Hills HS	09/20/2019
BARAJAS, Yuleisi (NBM)	Girls Water Polo (GF)	Don Lugo HS	09/20/2019
BARAJAS, Enrique (NBM)	Girls Water Polo (B)	Don Lugo HS	09/20/2019
ZEISSIG, Boris (NBM)	Cross Country (B)	Don Lugo HS	09/20/2019
ZEISSIG, Boris (NBM)	Track & Field (B)	Don Lugo HS	09/20/2019
TOTAL:			\$23,631.00

CLASSIFIED PERSONNEL

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

APPOINTMENT

CLARK, Amanda	Occupational Therapist (SELPA/GF)	Special Education	09/30/2019
HERREN, Emily	Occupational Therapist (SELPA/GF)	Special Education	09/20/2019

HIRED AT THE APPROPRIATE PLACEMENT ON THE CLASSIFIED SALARY SCHEDULE

APPOINTMENT

CASTILLO, Raamses	Elementary Library Media Center Assistant (GF)	Borba ES	09/27/2019
MEZA, Mary	Elementary Library/Media Center Assistant (GF)	Wickman ES	09/20/2019
SILVEIRA, Olliver	Custodian I (GF)	Magnolia JHS	09/20/2019

REORGANIZATION

CUEVAS, Rosemarie	FROM: Payroll Clerk III (GF) 8 hrs./261 Contract Days	Business Services	09/11/2019
	TO: Payroll Technician (GF) 8 hrs./261 Contract Days	Business Services	
GAPP, Theresa	FROM: Payroll Clerk III (GF) 8 hrs./261 Contract Days	Business Services	09/11/2019
	TO: Payroll Technician (GF) 8 hrs./261 Contract Days	Business Services	

CHANGE OF ASSIGNMENT

CUEVAS, Rosemarie	FROM: Payroll Technician (GF) 8 hrs./261 Contract Days	Business Services	09/20/2019
	TO: Fringe Benefits Technician (GF) 8 hrs./261 Contract Days	Business Services	

PERSONAL LEAVE OF ABSENCE

LUTH, Stephanie	Central Kitchen Assistant I (NS)	Magnolia JHS	09/10/2019 through 01/10/2020
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CLASSIFIED PERSONNEL

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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DEMOTION OF PROBATIONARY EMPLOYEE WITHOUT PREJUDICE

Employee 24551			09/06/2019
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PLACED ON 39 MONTH RE-EMPLOYMENT LIST

COVARRUBIAS, Maria	Bus Driver (GF)	Transportation	09/04/2019
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RESIGNATION OF POSITION

DUNCAN, Esther	Playground Supervisor (GF)	Litel ES	07/01/2019
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RESIGNATION

BANUELOS, Michelle	Bus Driver (GF)	Transportation	09/06/2019
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RETIREMENT

DELIYSKA, Valya (15 Years of Service)	IA/Special Education/SH (SELPA/GF)	Walnut ES	12/31/2019
GUERRERO, Jose (29 Years of Service)	Heavy Grounds Equipment Operator III (GF)	Maintenance	11/05/2019

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 19, 2019

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: STUDENT TEACHING AGREEMENTS WITH CALIFORNIA STATE UNIVERSITY, FULLERTON, AND PEPPERDINE UNIVERSITY

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BACKGROUND

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

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

RECOMMENDATION

It is recommended the Board of Education approve the student teaching agreements with California State University, Fullerton, and Pepperdine University.

FISCAL IMPACT

None.

NE:RR:FA:IB:mcm

**CALIFORNIA STATE UNIVERSITY, FULLERTON
STUDENT TEACHING AGREEMENT**

AGREEMENT NO. C19-0129

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

WHEREAS, Affiliate is authorized to enter into agreements with University in order to provide teaching experience through practice teaching to students enrolled in teacher training curricula of University; and

WHEREAS, any such student enrolled in teacher training curricula of University who is assigned to a location under Affiliate jurisdiction shall be referred to herein as a “Student Teacher” or collectively as “Student Teachers”; and

WHEREAS, any such agreement may provide for an honorarium for services rendered by an employee of an Affiliate, each referred to herein as a “Supervising Teacher,” of an amount not to exceed the actual cost to Affiliate for the services rendered by such Supervising Teacher; and

WHEREAS, it has been determined between the parties hereto that honorarium amount(s) authorized by University which are invoiced by and payable to Affiliate under this Agreement shall not exceed the actual cost to Affiliate for the services rendered by any Supervising Teacher; and

WHEREAS, each honorarium paid to Affiliate hereunder is intended to be transmitted promptly by the Affiliate to the Supervising Teacher as compensation for and recognition of services performed for the benefit of the Student Teacher in the Supervising Teacher’s charge;

NOW, THEREFORE, it is mutually agreed between University and Affiliate as follows:

- 1. TERM OF AGREEMENT AND EARLY TERMINATION CLAUSE.** This Agreement shall be in effect upon execution for a period of five (5) years (“Term”). This Agreement may be terminated at any time by written mutual agreement or upon 30 days’ advance written notice by one party to the other, PROVIDED, HOWEVER, that in no event shall said termination take effect with respect to any Student Teacher. In the event that the termination of this Agreement affects any active Student Teacher placement, such Student Teacher shall be permitted to complete training for any semester in which termination would otherwise occur.
- 2. PRACTICE TEACHING.** Affiliate shall provide practice teaching experience to Student Teachers in schools and classes under the jurisdiction of Affiliate on a semester basis. Such practice teaching shall be provided under direct supervision and instruction of certified teachers of Affiliate, as Affiliate and University, through their duly authorized representatives, may agree upon.

“Practice teaching” as used herein and elsewhere in this Agreement implies active participation in duties and functions of classroom teaching under directly supervised instruction by Affiliate employees holding valid professional clear or life diplomas issued by the State Board of Education, other than emergency or provisional credentials, authorizing said Affiliate employees to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

CALIFORNIA STATE UNIVERSITY, FULLERTON
STUDENT TEACHING AGREEMENT

AGREEMENT NO. C19-0129

- 3. STUDENT TEACHER ASSIGNMENT.** No guarantee is either expressed or implied in regard to the number of Student Teachers who may be assigned to Affiliate in any given semester during the Term. An assignment of a Student Teacher to practice teaching in schools or classrooms in Affiliate's jurisdiction shall be at the discretion of the University and either for a period of approximately nine (9) weeks or for a period of approximately eighteen (18) weeks, and a Student Teacher may be given more than one (1) assignment by the University to practice teaching in such schools or classes.

A semester unit of practice teaching under this Agreement is considered approximately

- a) twenty (20) minutes of practice teaching conducted per day, five (5) days per week, for eighteen (18) weeks for elementary and secondary schools, or
- b) twenty (20) minutes of practice teaching conducted per day, three (3) days per week, for eighteen (18) weeks during regular session for community colleges and/or adult schools.

Assignment of a Student Teacher to practice teaching in the jurisdiction of Affiliate shall be deemed to be effective for purposes of this Agreement as of the date on which the Student Teacher presents to the proper authorities of Affiliate the assignment card or other document given to the Student Teacher effecting such assignment but not earlier than the date of such assignment as shown on such card or other document.

Affiliate may, at its sole discretion, refuse to accept for practice teaching any student of the University assigned to practice teaching at a location under Affiliate jurisdiction. Upon request of Affiliate, University, at its sole discretion, may terminate the assignment of said Student Teacher and henceforth reassign said Student Teacher either to another location within Affiliate jurisdiction or to a location outside of Affiliate jurisdiction, as appropriate.

- 4. HONORARIUM.** University shall remit an honorarium to Affiliate on for performance of all services required to be performed under this Agreement, including submission of an appropriately detailed invoice, at the rate of \$25.00 for each semester unit of practice teaching per assigned Student Teacher as defined herein ("Rate"). Payment will be issued subsequent to verification of invoice(s) and review of the Supervising Teacher's evaluation, both of which are to be submitted by Affiliate at the close of each semester. Due to variations in fieldwork requirements, and for illustrative purposes only, payments are typically calculated at \$125 for the first assignment and \$250 for the second assignment, respectively. Absences of a Student Teacher from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided to the Student Teacher by Affiliate. *Invoice Submission Instructions shall be provided to Affiliate separately from this Agreement by a College of Education representative.*

In the event the assignment of a Student Teacher to practice teaching is terminated by the University for any reason, the Affiliate shall receive payment on account of such Student Teacher, except in such cases where such assignment is terminated before the end of the ninth week of the assignment, in which case Affiliate shall receive payment for an assignment of nine (9) weeks only.

If a Student Teacher is assigned by the University to another Supervising Teacher or location within the jurisdiction of Affiliate after a Student Teacher assignment has become effective, this reassignment shall be considered for payment purposes as an entirely new and separate assignment. In the event of such reassignment, the Supervising Teacher who supervises the majority of the assignment and submits the required evaluation shall be considered qualified for payment purposes.

**CALIFORNIA STATE UNIVERSITY, FULLERTON
STUDENT TEACHING AGREEMENT**

AGREEMENT NO. C19-0129

- 5. INVOICING AND PAYMENT.** Within a reasonable time following the close of each semester of University, Affiliate shall submit an invoice to University for payment at the Rate provided herein for all semester units of practice teaching provided by Affiliate under and in accordance with this Agreement during said semester. Affiliate shall attach to the invoice a certificate executed by a duly authorized representative of Affiliate certifying that the Affiliate expended or became obligated to expend in providing such practice teaching an amount not less than the amount of the invoice. The University shall pay the amount of such invoice from monies made available for such purpose by or pursuant to the laws of the State of California.

Notwithstanding any other provisions of this Agreement, University shall not be obligated by this Agreement to pay Affiliate any amount in excess of the Rate as set forth in the Special Provisions, any amount for services provided outside of the Term of this Agreement, or any amount for services which do not comply with the requirements stated herein.

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

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

- 7. PRIVACY LAWS.** University will instruct Student Teachers to comply with all applicable privacy laws and statutory regulations in regard to safeguarding personally identifiable Affiliate student information including but not limited to the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g; 34 CFR Part 99) and the California Education Code.
- 8. FINGERPRINTING/BACKGROUND CHECKS.** In accordance with California Education Code Section 44320 (d), each Student Teacher candidate prior to assignment to Affiliate must obtain at their sole expense a "Certificate of Clearance," which includes a completed Live Scan Service. The University will ensure that each Student Teacher receives this Certificate of Clearance prior to reporting to any assignment in the jurisdiction of Affiliate.
- 9. TUBERCULOSIS CLEARANCE.** As permitted by California Education Code (EC) Section 49406, no Student Teacher shall be placed in fieldwork experience at any location of the Affiliate until Student Teacher has presented to Affiliate acceptable documentation of an examination performed by a licensed physician or surgeon (as defined in EC 49406) certifying that said Student Teacher is free of active tuberculosis within the sixty-day (60-day) period immediately preceding commencement of the assignment. All associated fees and/or costs associated with such examination and certification shall be the sole responsibility of the Student Teacher.

**CALIFORNIA STATE UNIVERSITY, FULLERTON
STUDENT TEACHING AGREEMENT**

AGREEMENT NO. C19-0129

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

11. NO EMPLOYMENT OR AGENCY RELATIONSHIP CREATED. The parties hereto acknowledge that Student Teachers are participating solely to obtain field experience as part of an academic program for educational purposes and that nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent, or employment relationship between the parties, hence, neither party shall have the authority to bind the other party for any purpose. Furthermore, Student Teacher(s) are not considered employees of the Affiliate for any purpose and shall not receive any remuneration for their services and/or time under this Agreement. Therefore, any student teacher(s) assigned by University to a location under Affiliate jurisdiction shall have no claim under this Agreement in regards to personal expenses of any kind as well as fringe benefits including but not limited to unemployment insurance, vacation accrual, sick leave, retirement benefits, medical/dental insurance, workers' compensation benefits, and social security contributions. It is the responsibility of University to provide notice to its student participants of the provisions of this Section. The provisions of this Section shall survive the Termination or expiration of this Agreement.

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

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

- Each Occurrence: \$1,000,000, General Aggregate: \$3,000,000

B. Business Automobile Liability (minimum limits):

- Each Occurrence: \$1,000,000 Combined Single Limit for owned, scheduled, hired, or non-owned vehicles

C. Workers' Compensation Liability:

- Minimum limit as required by statute
- Employer's Liability: Minimum limit of \$1,000,000 per each accident, employee, and disease

The foregoing insurance limits and/or requirements shall be subject to modifications to coverage forms and/or limits as mandated from time to time by the respective insurance programs of the parties. Both parties agree to provide the other party with no less than thirty (30) days' written notice of any change in coverage forms and/or limits. In the event of such change, both parties agree to renegotiate insurance requirements, if necessary, within thirty (30) calendar days from receipt of notification of such change

**CALIFORNIA STATE UNIVERSITY, FULLERTON
STUDENT TEACHING AGREEMENT**

AGREEMENT NO. C19-0129

("renegotiation period"). New Agreement Terms regarding coverage forms and/or limits shall be mutually agreed upon by the parties and shall be evidenced by a written amendment to this Agreement issued within the renegotiation period. If the parties are unable to renegotiate said coverage forms and/or limits during the renegotiation period, this Agreement shall automatically Terminate at the end of the renegotiation period unless the parties mutually agree in writing to extend the renegotiation period for an additional thirty (30) days.

University shall self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows: The State of California has elected to be self-insured for its general liability, automobile liability, worker's compensation, and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insurance program. Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including State official operations or under an official contract or license agreement. Inquiries regarding tort liability should be referred to the Government Claims Board, 400 "R" Street, Sacramento, CA 95812. Any claims regarding property are to be referred to The California State University, Risk Management and Public Safety, 401 Golden Shore, 5th Floor, Long Beach, CA 90802-4210.

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

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

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

Affiliate mailing address:
Chino Valley Unified School District
Attn: Jeannette Walsh
5130 Riverside Drive
Chino, CA 91710

For Student Teaching programmatic questions, please contact the College of Education:
CSUF College of Education
2600 Nutwood Ave., Suite 500
Fullerton, CA 92831
Ph: 657/278-3411

SEE NEXT PAGE FOR SIGNATURES

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

**CALIFORNIA STATE UNIVERSITY, FULLERTON
STUDENT TEACHING AGREEMENT**

AGREEMENT NO. C19-0129

California State University, Fullerton

Chino Valley Unified School District

Signed: _____

Signed: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

**California State University, Fullerton
College of Education**

Signed: _____

Print: _____

Title: _____

Date: _____

DIRECTED TEACHING AGREEMENT

This Agreement is made between Pepperdine University ("Pepperdine") on behalf of Pepperdine Teacher Preparation Programs and the hereinafter mentioned school district ("District"). It is the parties' intent that this agreement is a cooperative agreement for the benefit of the public and that entering into this agreement does not trigger any compliance or reporting obligation on the part of Pepperdine. This agreement does not in any way enlarge the University's obligations under federal or state law regulation.

RECITALSA. Pepperdine has established an approved program (the "Program") of directed teaching for training education students of the University;

- B. Directed teaching experiences are a required and integral part of the Program;
- C. Pepperdine desires the cooperation of **Chino Valley Unified School District** in the training of students through the directed teaching experiences, which will provide a benefit to the public; and
- D. Pursuant to the provisions of Section 44320 of the California Education Code, the governing board of a District is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher education institution, to provide teaching experience through directed teaching to students enrolled in teacher education curricula of such institution; and
- E. Any such agreement may provide for the payment in money or services for the services rendered by the District in an amount not to exceed the actual cost to the District of the services rendered by the District.

Now, therefore, it is mutually agreed between the parties hereto as follows:

SPECIAL PROVISIONS

DATE: **September 19, 2019**

PARTIES: Pepperdine University and **Chino Valley Unified School District**

TERM: From September 20, 2019 to July 31, 2022.

CONTRACT SERVICES: Not to exceed three Clinical Experiences per year, per mentor.

RATE AND AMOUNT: \$150 Master Teaching Stipend per student, per session of Clinical Observation of student by Master Teacher. \$150 Master Teaching Stipend per student teacher, per session of directed mentoring for Clinical Experience.

METHOD OF PAYMENT: Check one.

Stipend is to be paid directly to the District.

Stipend is to be paid directly to the Master Teacher.

GENERAL TERMS

Directed Teaching Agreement – 8/2019

1

1. Directed Teaching

- A. The District shall provide teaching experience through directed teaching in schools and classes of the District, not to exceed the number of directed teaching assignments. Such directed teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and Pepperdine through their duly authorized representatives may agree upon.
- B. The District may, for good cause, refuse to accept for directed teaching any student of Pepperdine assigned to directed teaching in the District. In such event, Pepperdine shall terminate the assignment of such student to the directed teaching program in the District.
- C. The term “directed teaching” as used herein and elsewhere in this Agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District who hold valid clear teaching credentials issued by the California Commission on Teacher Credentialing authorizing them to serve as classroom teachers in the schools or classes in which the direct teaching is provided, and who have completed a minimum of three years successful teaching experience.
- D. Pepperdine student teachers without emergency or substitute credentials may not be asked by the school districts to serve and be paid for substitute teaching. Such students are not regarded as properly certified and require full-time supervision. Those holding substitute or emergency credentials may substitute only for their master teacher when s/he is out ill; when it is determined by the principal that such substitution is in the best interest of the student teacher and the students in the classroom; only after the first four weeks of that student’s first student teaching assignment; the student teacher is paid by the District; and the number of days is kept to a minimum.
- E. Pepperdine will pay for the performance by the District of all services required to be performed by the District under this Agreement at the aforesaid rates for each session of part-time directed teaching or full-time directed teaching provided by the District pursuant to this Agreement.
- F. The term “session of directed teaching” as used herein and elsewhere in this Agreement is considered to be a full day of directed teaching for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidates receives four (4) semester units of practice teaching credit) and six (6) periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidates receive four (4) semester units of practice teaching credit). The credential candidate must complete two (2) sessions for a minimum total of sixteen (16) weeks.
- G. An assignment of a Pepperdine student to directed teaching in classes of schools of the District shall be for one (1), two (2), or three (3) sessions as mutually agreed between Pepperdine and the District.

- H. An assignment of a Pepperdine student to directed teaching in the District shall be deemed to be effective for the purposes of this Agreement as of the date the student presents to the proper authorities of the District the assignment papers or other documents provided by Pepperdine affecting such assignment, but no earlier than the date of such assignment as shown on such card or other documents.
- I. In the event the assignment of a Pepperdine student to directed teaching is terminated by Pepperdine for any reason after the student has been in directed teaching and has been at the assignment for a minimum of two weeks, the District shall receive payment for the assignment on account of such student as though there had been no termination of the assignment. Said payment not to exceed \$150 per student per session of terminated assignment.
- J. If applicable, within a reasonable time following the close of each session of Pepperdine, the District shall submit an invoice in triplicate, to Pepperdine for payment, at \$150 per student, per term, for all directed teaching provided by the District under and in accordance with this Agreement during said session. This process may be altered in writing according to individual district procedures as to how the invoicing will proceed.
- K. Notwithstanding any other provision of this Agreement, Pepperdine shall not be obligated by this Agreement to pay the District any amount in excess of the total sum.
- L. In accordance with California Education Code Section 44320(b), each credential candidate, prior to assignment to District, must obtain at his or her sole expense a "Certificate of Clearance", which includes a complete Live Scan Service. The University will ensure that students receive a Certificate prior to beginning their assignment in the district.
- M. In accordance with California Education Code Section 49406, each credential candidate prior to assignment to District must obtain at his or her sole expense an examination, by a licensed physician or surgeon within the past 60 days to determine that he or she is free of active tuberculosis, or provide a current certificate that shows s/he is free of communicable tuberculosis prior to beginning their assignment in the District.

1. Minimum Insurance Requirements

- A. District. The District shall maintain insurance in full force and effect, at its sole expense, the following minimum insurance coverage or comparable program of self-insurance:
 - i. Commercial General Liability (Minimum Requirement):
\$1,000,000 Combined Single Limit
 - ii. Coverage:
 - Premises/Operations
 - Liability Medical Payments
 - Liability
 - Personal Injury Liability

iii. The District shall maintain in full force and effect, at its sole expense, Workers' Compensation and Employers Liability Insurance in a form and amount covering District's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time. Coverage:

1. Statutory limits per State of California
2. Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 Each Employee

District shall provide University with 30 days written notice before cancellation, or any reduction or material change in coverage.

B. University shall maintain insurance in full force and effect, at its sole expense:

i. Commercial General Liability (Minimum Requirement):
\$3,000,000 General Aggregate
\$1,000,000 Combined Single Limits

ii. Coverage:
Premises/Operations Liability Medical
Payments Liability Contractual Liability
Personal Injury Liability
Independent Contractors
Sexual Molestation/Abuse

iii. The University will maintain in full force and effect, at its sole expense Workers' Compensation and Employers Liability Insurance in a form and amount covering University's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time. Coverage:

1. Statutory limits per State of California
2. Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 Each Employee

A certificate of general liability insurance with the District named as an additional insured shall be provided by Pepperdine University' Insurance and Risk Department to the District 30 days in advance of the commencement of this agreement.

The District will require 30 days written notice before cancellation, or any reduction or material change in coverage.

3. Indemnity

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

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

4. Miscellaneous

- A. Termination. Either party may terminate this Agreement with or without cause by providing written notice to the other party. Termination will be effective at the end of the school year during which the notice is issued. The notice required under this paragraph shall be sent by registered mail.
- B. Any notice required to be given pursuant to this Agreement shall be in writing and shall be served by personal service or first class mail. When served by first class mail, service shall be conclusively deemed effective three (3) days after deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as herein provided:

Notice to Pepperdine: Pepperdine University
Graduate School of Education and Psychology
6100 Center Drive, 5th Floor
Los Angeles, CA 90045
ATTN: Teacher Preparation Program Director

Notice to District: Chino Valley Unified School District
Assistant Superintendent, Human Resources
5130 Riverside Drive
Chino, CA 91710

- C. District and Pepperdine agree that neither will unlawfully discriminate against any individual on the basis of age, sex, race, creed, color, religious belief, national origin, and disability, status as a disabled veteran, or veteran of the Vietnam era.
- D. Neither party shall use the other's name or any corporate or business name which is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party.

- E. The Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties.
- F. The parties hereto shall not have either the power or the right to assign this Agreement or any part thereof to any person or party for any reason, and any attempt to do so shall be void and of no legal effect.
- G. This Agreement shall be governed by and construed under the laws of the State of California, which shall be the forum for any lawsuit arising from or incident to this Agreement.
- H. Should either party reasonably retain an attorney to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs including fees and costs of corporate staff and counsel.
- I. In the event that any provision of this Agreement shall be held void, voidable, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
- J. Each party is an independent agent and shall not act as, or be an agent or employee of, the other party.

In witness thereof, the parties hereto have caused this Agreement to be signed by its duly authorized representative.

School District
Representative

Print Name

Signature

Date

Dr. Anthony Collatos,
Interim Program Director

Print Name

Signature

Date