



**CHINO VALLEY**  
UNIFIED SCHOOL DISTRICT

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

# BOARD OF EDUCATION AGENDA

**June 3, 2021**

## **BOARD OF EDUCATION**

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

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## **SUPERINTENDENT**

**Norm Enfield, Ed.D.**

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5130 Riverside Drive. Chino. California 91710  
[www.chino.k12.ca.us](http://www.chino.k12.ca.us)

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**5130 Riverside Drive, Chino, CA 91710**  
**REGULAR MEETING OF THE BOARD OF EDUCATION**  
**4:30 p.m. - Closed Session • 6:00 p.m. - Regular Meeting**  
**June 3, 2021**

**AGENDA**

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

**PUBLIC ADVISORY**

**Modified Meeting Attendance During COVID-19 Pandemic**

State guidelines for reopening are aligned with the tier framework in the *Blueprint for a Safer Economy*. San Bernardino County is currently in the moderate (orange) tier. Under the moderate tier, some indoor gatherings are allowed with modifications. Specifically, indoor gatherings are restricted to a maximum 25% capacity or 25 people, whichever is fewer. This means that only a limited number of members of the public will be able to be physically present in the Board room during a meeting. Until further notice, only a limited number of people will be allowed in the Board room. However, there will be monitors in the overflow area where members of the public can view the meeting. In accordance with the *California Department of Health and Chino Valley Unified School District* guidelines, each person is required to wear a face covering for their nose and mouth and remain at least six (6) feet from other attendees upon arrival and departure. Seating will be arranged accordingly. If you would like to address the Board during public comments, please fill out and submit a "Request to Speak During Public Comments" card, which is available in the District office lobby. Email comments will no longer be accepted.

Board of Education meetings will continue to be live streamed on the District's YouTube channel at [https://www.youtube.com/channel/UCWKinB4PTb\\_uskobmwBF8pw](https://www.youtube.com/channel/UCWKinB4PTb_uskobmwBF8pw).

The proceedings of this meeting are being recorded.

**I. OPENING BUSINESS**

**I.A. CALL TO ORDER – 4:30 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 - Anticipated Litigation significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9: One possible case. (Atkinson, Andelson, Loya, Ruud & Romo) (30 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) (15 minutes)
- c. Conference with Labor Negotiators (Government Code 54957.6): A.C.T. and CSEA negotiations. Agency designated representatives: Isabel Brenes, Sandra Chen, Eric Dahlstrom, and Richard Rideout. (5 minutes)
- d. Public Employee Discipline/Dismissal/Release (Government Code 54957): (5 minutes)
- e. Public Employee Appointment (Government Code 54957): Elementary School Principal; Elementary School Assistant Principals; Junior High School Assistant Principals; High School Assistant Principals. (5 minutes)
- f. Public Employee Performance Evaluation (Government Code 54957): Superintendent. (30 minutes)

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

- 1. Report Closed Session Action
- 2. Pledge of Allegiance

**I.C. PRESENTATION**

- 1. Preserve II School Update

**I.D. COMMENTS FROM EMPLOYEE REPRESENTATIVES**

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

**I.F. CHANGES AND DELETIONS**

**II. ACTION**

**II.A. ADMINISTRATION**

**II.A.1. Request for Determination to Put Item on Agenda** Motion \_\_\_ Second \_\_\_  
 Page 8

Recommend the Board of Education determine if Board member Andrew Cruz’s request to place an item on the agenda to lift the mask wearing mandate for the health and well-being of students and staff is under the subject matter jurisdiction of the Board of Education. **Vote: Yes \_\_\_ No \_\_\_**

**II.B. BUSINESS SERVICES**

**II.B.1. Public Hearing Regarding the 2021/2022 Budget** Open Hearing \_\_\_\_\_  
Page 9  
Recommend the Board of Education conduct a public hearing regarding the 2021/2022 budget. Close Hearing \_\_\_\_\_

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

**II.C.1. Public Hearing Regarding the Local Control and Accountability Plan** Open Hearing \_\_\_\_\_  
Page 11  
Recommend the Board of Education conduct a public hearing regarding the Local Control and Accountability Plan. Close Hearing \_\_\_\_\_

**II.D. FACILITIES, PLANNING, AND OPERATIONS**

**II.D.1. Resolution 2020/2021-38 Resolution of the Board of Education of the Chino Valley Unified School District Adopting the Addendum to the Certified EIR for the Proposed Preserve School #2 Project; Adopting a Mitigation Monitoring and Reporting Plan and Written Findings Pursuant to CEQA and the Education Code; Approving the Proposed Project, Subject to the Acquisition of the Site; and Delegate Authority to Staff to Execute a Notice of Determination for the Preserve School #2 Project** Motion \_\_\_\_ Second \_\_\_\_  
Page 12  
Vote: Yes \_\_\_\_ No \_\_\_\_  
Recommend the Board of Education adopt Resolution 2020/2021-38, Addendum to the Certified EIR for the proposed Preserve School #2 Project; adopt a mitigation monitoring and reporting plan and written findings pursuant to CEQA and the Education Code; approve the Proposed Project, subject to the acquisition of the Site; and delegate authority to staff to execute a Notice of Determination for the Preserve School #2 project.

<b>III. CONSENT</b>
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Motion \_\_\_ Second \_\_\_

Vote: Yes \_\_\_ No \_\_\_

**III.A. ADMINISTRATION**

**III.A.1. Minutes of the May 20, 2021 Regular Meeting**

Page 19 Recommend the Board of Education approve the minutes of the May 20, 2021 regular meeting.

**III.B. BUSINESS SERVICES**

**III.B.1. Warrant Register**

Page 27 Recommend the Board of Education approve/ratify the warrant register, provided under separate cover.

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

Page 28 Recommend the Board of Education approve/ratify the 2021/2022 applications to operate fundraising and other activities for the benefit of students.

**III.B.3. Fundraising Activities**

Page 30 Recommend the Board of Education approve/ratify the fundraising activities.

**III.B.4. Donations**

Page 32 Recommend the Board of Education accept the donations.

**III.B.5. Legal Services**

Page 34 Recommend the Board of Education approve payment for legal services to the law office of Atkinson, Andelson, Loya, Ruud & Romo.

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

**III.C.1. Memorandum of Understanding Between Baldy View Regional Occupational Program and Chino Valley Unified School District**

Page 35 Recommend the Board of Education approve the Memorandum of Understanding between Baldy View Regional Occupational Program and Chino Valley Unified School District.

**III.C.2. San Bernardino County Interdistrict Attendance Agreement**

Page 38 Recommend the Board of Education approve the San Bernardino County Interdistrict Attendance Agreement.

**III.C.3. Resolution 2020/2021-37 to Maintain 175 Days of Instruction for Schools on a Multitrack Year-Round Schedule**

Page 42

Recommend the Board of Education adopt Resolution 2020/2021-37 to Maintain 175 days of instruction for schools on a multitrack year-round schedule.

**III.D. FACILITIES, PLANNING, AND OPERATIONS**

**III.D.1. Purchase Order Register**

Page 44

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

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

Page 45

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

**III.D.3. Surplus/Obsolete Property**

Page 50

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

**III.D.4. Bid 20-21-09F, Chino HS Reconstruction—Offsite Improvements**

Page 54

Recommend the Board of Education award Bid 20-21-09F, Chino HS Reconstruction—Offsite Improvements to Pro-Craft Construction, Inc.

**III.D.5. Bid 20-21-15F, Student Bus Upgrades—Air Conditioning and Camera Systems**

Page 55

Recommend the Board of Education award Bid 20-21-15F, Student Bus Upgrades—Air Conditioning and Camera Systems to IVS, Inc. dba AngelTrax for the Camera Systems and Creative Bus Sales, Inc. for the Air Conditioning Systems.

**III.D.6. License Agreement Between Chino Valley Unified School District and Spectrum Center, Inc. for the Use of Real Property for the 2021/2022 School Year**

Page 57

Recommend the Board of Education approve the License Agreement Between Chino Valley Unified School District and Spectrum Center, Inc. for Use of Real Property for the 2021/2022 School Year.

**III.E. HUMAN RESOURCES**

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

Page 81

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

**III.E.2. Rejection of Claim**

Page 86

Recommend the Board of Education reject the claim and refer it to the District's insurance adjuster.

**IV. INFORMATION**

**IV.D. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT**

**IV.D.1. New Course: Computer Science Essentials**

Page 87 Recommend the Board of Education receive for information the new course Computer Science Essentials.

**V. COMMUNICATIONS**

**BOARD MEMBERS AND SUPERINTENDENT**

**VI. ADJOURNMENT**

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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**DATE:** June 3, 2021  
**TO:** Members, Board of Education  
**FROM:** Andrew Cruz, Member, Board of Education  
**SUBJECT: REQUEST FOR DETERMINATION TO PUT ITEM ON AGENDA**

=====

**BACKGROUND**

At the May 6, 2021 meeting of the Board of Education, member Andrew Cruz requested an item be placed on the agenda to lift the mask wearing mandate for students and staff in the Chino Valley Unified School District. Board member Cruz proposed the wearing of masks be voluntary. Subsequently, the request was denied by the Board President and Superintendent pursuant to Board Bylaw 9322, Agenda/Meeting Materials, citing that the mask mandate was not within the authority of the Board to circumvent.

Board member Cruz believes the mask wearing mandate is within the jurisdiction of the Board because both the mental and physical well-being of students and staff is at stake.

At the May 20, 2021 meeting, Mr. Cruz requested an item be placed on the June 3 agenda for the Board of Education to determine if the subject matter is within the jurisdiction of the Board.

**RECOMMENDATION**

Recommend the Board of Education determine if Board member Andrew Cruz’s request to place an item on the agenda to lift the mask wearing mandate for the mental and physical well-being of students and staff is under the subject matter jurisdiction of the Board of Education.

**FISCAL IMPACT**

None.

NE:pk



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** June 3, 2021

**TO:** Members, Board of Education

**FROM:** Norm Enfield, Ed.D., Superintendent

**PREPARED BY:** Sandra H. Chen, Associate Superintendent, Business Services  
Liz Pensick, Director, Fiscal Services

**SUBJECT: PUBLIC HEARING REGARDING THE 2021/2022 BUDGET**

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**BACKGROUND**

The May Revision is the final statutory opportunity for the Governor to update his economic projections prior to the adoption of the State Budget in June. On May 14, 2021, Governor Newsom released his revised state budget for the 2021/2022 fiscal year based on updated revenue projections, latest cash receipts, and economic forecasts.

The state’s general fund budget has made a remarkable recovery, swinging from a \$54 billion deficit a year ago to a current-year state surplus of \$75.7 billion. Adding to that another \$25 billion in federal resources affords Governor Newsom a \$100 billion surplus, dubbed “California Comeback Plan.” The “California Comeback Plan” includes a mix of ongoing and one-time investments to address the state’s most stubborn challenges.

The May Revision increases the statutory cost-of-living adjustments (COLA) in two ways. First, the May Revision recognizes the statutory COLA for 2021/2022 is 1.70%. Second, to help local educational agencies address ongoing fiscal pressures, an additional 1.0% is being proposed to increase the COLA applicable to the Local Control Funding Formula, bringing it to 2.70%. The 2.70% COLA, compounded with the unfunded 2020/2021 statutory COLA of 2.31%, results in an LCFF COLA of 5.07% for 2021/2022. However, the May Revision proposes to apply only the compounded COLA of 4.05% to special education funding and statutory COLA of 1.70% to categorical program funding.

The District’s proposed budget for 2021/2022 reflects Governor Newsom’s May Revision; the LCFF calculators provided by School Services of California; and the guidance from San Bernardino County Superintendent of Schools (SBCSS).

Based on the current District revenue assumptions and expenditure plan, the District's proposed general fund budget for 2021/2022, 2022/2023, and 2023/2024 will meet the minimum statutory reserve requirement

Based on current assumptions, the budget for all other funds are in balance for 2021/2022 and two subsequent years.

Education Code 52062 requires the Board of Education to conduct a public hearing prior to approving the 2021/2022 budget at its June 17, 2021 meeting. The 2021/2022 budget is being presented under separate cover. A copy is available for public inspection in the school District lobby of the Chino Valley Unified School District.

### **RECOMMENDATION**

It is recommended the Board of Education conduct a public hearing regarding the 2021/2022 budget.

NE:SHC:LP:if

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** June 3, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**SUBJECT: PUBLIC HEARING REGARDING THE LOCAL CONTROL AND ACCOUNTABILITY PLAN**

=====

**BACKGROUND**

The Local Control Funding Formula (LCFF) system requires that each Local Educational Agency (LEA) develop, adopt and annually update a three-year Local Control and Accountability Plan (LCAP) to be implemented commencing July 1, 2014. The LCAP is required to identify goals and measure progress for student subgroups (English learners, low income, and foster youths) across multiple performance indicators.

Pursuant to Education Codes 52060 and 52066, the LCAP describes the District’s overall vision for students, annual goals, and specific actions the District will take to achieve its identified vision and goals. Additionally, the LCAP must focus on eight areas identified as state priorities. The plan also demonstrates how the District’s budget will help achieve the goals and assess each year how well the strategies in the plan were able to improve outcomes. As such, the District is required to annually update its three-year LCAP, as necessary.

The Board of Education is required to conduct a public hearing prior to approving the LCAP at its June 17, 2021 meeting. Subsequently, the District is required to submit its LCAP to the San Bernardino County Superintendent of Schools. The approved LCAP becomes effective July 1, 2021. The draft 2021/2022 LCAP is provided under separate cover.

**RECOMMENDATION**

It is recommended the Board of Education conduct a public hearing regarding the Local Control and Accountability Plan.

**FISCAL IMPACT**

\$52,968,880.00 from General and Restricted Funds.

NE:rtr

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** June 3, 2021

**TO:** Members, Board of Education

**FROM:** Norm Enfield, Ed.D., Superintendent

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

**SUBJECT:** **RESOLUTION 2020/2021-38 RESOLUTION OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT ADOPTING THE ADDENDUM TO THE CERTIFIED EIR FOR THE PROPOSED PRESERVE SCHOOL #2 PROJECT; ADOPTING A MITIGATION MONITORING AND REPORTING PLAN AND WRITTEN FINDINGS PURSUANT TO CEQA AND THE EDUCATION CODE; APPROVING THE PROPOSED PROJECT, SUBJECT TO THE ACQUISITION OF THE SITE; AND DELEGATE AUTHORITY TO STAFF TO EXECUTE A NOTICE OF DETERMINATION FOR THE PRESERVE SCHOOL #2 PROJECT**

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**BACKGROUND**

Chino Valley Unified School District proposes to acquire property for the construction and operation of Preserve School #2 (Proposed Project). The proposed site is a 12-acre lot southwest of the intersection of East Preserve Loop and Market Street and north of Academy Street in The Preserve Specific Plan area of the City of Chino (Site). The Site is rough graded and currently surrounded by residential uses to the east and vacant land to the north, west, and south. At buildout of The Preserve planning area, the Site would be surrounded by residential uses to the north, east, and south; a community park to the west; and community commercial uses to the northwest. Pursuant to Public Resources Code section 21151.2, the Chino Planning Commission determined that the Proposed Project is consistent with the City of Chino General Plan and The Preserve Specific Plan and recommended the District to move forward with the Proposed Project.

Due to the Site's historical agricultural uses, a Preliminary Environmental Assessment (PEA) prepared for the Site concluded that the Site is not impacted by the former agricultural uses, and the Department of Toxic Substances Control concurs with this finding. On March 24, 2021, DTSC approved the PEA and recommended no further environmental investigation of the Site. The District has also evaluated the Site against standards for school site selection found in California Code of Regulations, Title 5, section 14010 and has determined that development of the Proposed Project at the Site would not create health and safety hazards to Site occupants.

The proposed school would serve students residing in The Preserve planning area and would operate a maximum enrollment capacity of 900 students on a standard school calendar or a maximum of 1,200 students on a 4-track, year-round schedule. The proposed campus includes six single-story buildings, with a total building footprint of approximately 82,000 square feet in the mid- and northcentral portions of the Site. Site access would be through two parking areas, from East Preserve Loop and Market Street. Outdoor recreational uses are proposed in the southern portion of the campus.

The proposed school was previously analyzed in The Preserve Chino Sphere of Influence, Subarea 2 Environmental Impact Report (State Clearinghouse No. 2000121036), which was certified by the City of Chino on March 25, 2003 (Certified EIR). The California Environmental Quality Act (CEQA) Guidelines section 15164(a) states, “the lead agency or a responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in CEQA Guidelines section 15162 calling for preparation of a subsequent EIR have occurred.” The District prepared an Initial Study analyzing the environmental effects of the Proposed Project and determined that project impacts are not greater than those previously analyzed in the Certified EIR, and conditions in section 15162 have not been met. Accordingly, as allowed under CEQA Guidelines section 15164, the District has prepared an Addendum to the Certified EIR.

## **RECOMMENDATION**

Staff recommends the Board of Education adopt the Addendum to the Certified EIR for the proposed Preserve School #2 Project; adopt a mitigation monitoring and reporting plan and written findings pursuant to CEQA and the Education Code; approve the Proposed Project, subject to the acquisition of the Site; and delegate authority to staff to execute a Notice of Determination for the Preserve School #2 project.

## **FISCAL IMPACT**

None.

NE:GJS:pw

**Chino Valley Unified School District  
Resolution 2020/2021-38  
ADOPTING THE ADDENDUM TO THE CERTIFIED EIR  
FOR THE PROPOSED PRESERVE SCHOOL #2 PROJECT;  
ADOPTING A MITIGATION MONITORING AND REPORTING PLAN AND WRITTEN  
FINDINGS PURSUANT TO CEQA AND THE EDUCATION CODE;  
APPROVING THE PROPOSED PROJECT, SUBJECT TO THE ACQUISITION OF THE SITE;  
AND DELEGATE AUTHORITY TO STAFF TO EXECUTE A NOTICE OF DETERMINATION  
FOR THE PRESERVE SCHOOL #2 PROJECT**

**WHEREAS**, the Governing Board of Education (Board) of the Chino Valley Unified School District (District) desires to acquire property for the construction and operation of a public school known as "Preserve School #2" (Proposed Project); and

**WHEREAS**, the subject property is a 12-acre, rough graded, vacant lot on the southwest corner of East Preserve Loop and Market Street and north of Academy Street in The Preserve Specific Plan (TPSP) area in the City of Chino, San Bernardino County (Site); and

**WHEREAS**, the Proposed Project would serve students in kindergarten through eighth grade generated from TPSP; and

**WHEREAS**, the Proposed Project involves constructing a school with a total building footprint of approximately 82,000 square feet near the center of the Site, two parking lots on the north and mid-eastern perimeters, and outdoor recreational uses in the southern portion of the Site; and

**WHEREAS**, the Proposed Project would operate a maximum enrollment capacity of 900 students on a standard school calendar or 1,200 students on a 4-track, year-round schedule; and

**WHEREAS**, pursuant to Public Resources Code § 21151.2, the City of Chino Planning Commission determined that the Proposed Project is consistent with the Chino General Plan and TPSP and recommended the District to move forward with the Proposed Project; and

**WHEREAS**, the District, pursuant to Education Code § 17213.1, completed a Preliminary Environmental Assessment (PEA) for the Site that concluded that it is not impacted by the Site's historical agricultural operations, and the State Department of Toxic Substances Control (DTSC) concurred with the PEA's findings and recommended no further environmental investigation of the Site; and

**WHEREAS**, pursuant to Education Code § 17211, the District evaluated the Site using standards established for school site selection in California Code of Regulations (CCR), Title 5 § 14010, and the evaluation determined that the implementation of the Proposed Project would not create health and safety hazards to Site occupants; and

**WHEREAS**, the District, pursuant to Public Resources Code § 21151.8(a) and Education Code § 17213(a), has consulted with appropriate agencies and determined that the Site (a) is not a current or former hazardous waste disposal site or solid waste disposal site; (b) is not a hazardous substance release site identified by DTSC or on a current list adopted pursuant to Health and Safety Code § 25356 for removal or remedial action; (c) does not contain one or more pipelines, situated underground or aboveground, that carries hazardous substances, extremely hazardous substances, or hazardous wastes; and (d) is not currently or planned to be within 500 feet of the edge of a freeway or other busy traffic corridor; and

**WHEREAS**, the District, pursuant to Public Resources Code § 21151.8(a)(2) and Education Code § 17213(a), consulted with the South Coast Air Quality Management District (SCAQMD) to identify permitted and nonpermitted facilities, and the SCAQMD determined that there are no permitted facilities within one-quarter mile of the Site that would reasonably be anticipated to emit hazardous air emissions that pose an actual or potential endangerment to persons who attend and/or work at the Site; and

**WHEREAS**, separate from the SCAQMD's review of permitted and nonpermitted facilities, the District identified two nonpermitted facilities (a dairy and row crop farmland) within one-quarter mile of the Site that according to TPSP would be developed with residential land uses and therefore would not pose long term significant endangerment to Site occupants; and

**WHEREAS**, the Site is within two miles of the Chino Airport, and pursuant to Public Resources Code § 21151.8(a)(2) and Education Code § 17213(a), the District consulted with the Department of Transportation, Division of Aeronautics, who determined that the Site is outside of all Safety Compatibility Zones, and the Division of Aeronautics has no objections to the Proposed Project; and

**WHEREAS**, the District must complete environmental analysis of the Proposed Project under the California Environmental Quality Act (CEQA), pursuant to Public Resources Code §§ 21000 et seq., and State CEQA Guidelines (14 CCR §§ 15000 et seq); and

**WHEREAS**, the District retained the services of PlaceWorks Inc. to assist the District in completing the CEQA process; and

**WHEREAS**, under 14 CCR § 15367, the City of Chino is the lead agency for TPSP and certified an environmental impact report under CEQA for The Preserve Chino Sphere of Influence, Subarea 2 (State Clearinghouse No. 2000121036) on March 25, 2003 (Certified EIR), for which environmental analysis was conducted for schools identified in TPSP; and

**WHEREAS**, the District is a "Responsible Agency," defined under 14 CCR § 15381 as "a public agency which proposes to carry out or approve a project, for which a Lead Agency is preparing or has prepared an EIR ... [and which has] discretionary approval power over the project," and the District has discretionary approval power over schools that are part of the TPSP; and

**WHEREAS**, the District prepared an Addendum to the Certified EIR because 14 CCR § 15164(a) provides that "the lead agency or a responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred"; and

**WHEREAS**, the District undertook preparation of an Initial Study and determined that a subsequent EIR is not required under 14 CCR § 15162 because the Certified EIR adequately considered the Proposed Project and (a) substantial changes are not proposed in the TPSP requiring major revisions to the Certified EIR; (b) substantial changes have not occur with respect to the circumstances under which the TPSP was undertaken; (c) there is no new information of substantial importance that would require a subsequent EIR; (d) there are no new significant environmental effects other than those previously analyzed in the Certified EIR; (e) the significant effects previously examined in the Certified EIR are not substantially more severe than were identified in the Certified EIR; (f) mitigation measures/alternatives previously found to be infeasible are still infeasible and would not substantially reduce one or more significant effects of the TPSP; and (g) mitigation measures/alternatives which are considerably different from those analyzed in the Certified EIR would not substantially reduce one or more significant effects on the environment; and

**WHEREAS**, the District determined that certain mitigation measures adopted in the Certified EIR are also applicable to the Proposed Project and has prepared a Mitigation Monitoring and Reporting Plan (MMRP) pursuant to 14 CCR § 15097; and

**WHEREAS**, the District, pursuant to 14 CCR § 15164, prepared an Addendum to the Certified EIR, because none of the conditions described in 14 CCR § 15162 calling for preparation of a subsequent EIR have occurred; and

**WHEREAS**, the Addendum and all supporting material, which constitute a record of these proceedings, are kept at the Chino Valley Unified School District Main Office at 5130 Riverside Drive, Chino, California, 91710, under the control of the Assistant Superintendent of Facilities, Planning and Operations; and

**WHEREAS**, the Board has read and considered all environmental documentation that makes up the Addendum, its supporting sources, and any comments received from state and local agencies and other interested persons; and

**WHEREAS**, the Board has determined that the Addendum is adequate, complete, and has been prepared in accordance with CEQA; and

**WHEREAS**, the Addendum has been prepared in compliance with CEQA and reflects the Board's independent judgment and analysis; and

**WHEREAS**, District staff desires the Board to approve the Addendum and approve the Proposed Project, subject to the acquisition of the Property.

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

1. All the above-listed recitals are incorporated herein by this reference and shall hereinafter be deemed to be the findings of the Board.
2. The Board certifies that: (1) the Addendum to the Certified EIR for the Proposed Project has been prepared in compliance with CEQA; (2) the Addendum was presented to the Board, which reviewed and considered the information contained in the Addendum; and (3) the Addendum reflects the Board's independent judgment and analysis.
3. The Board adopts the Findings identified in the Addendum, attached hereto and incorporated herein by reference.
4. The Board adopts the Mitigation Monitoring and Reporting Plan, attached hereto, that identifies mitigation measures required to reduce potentially significant environment impacts caused by the Project to acceptable standards and incorporated herein by reference.
5. The Board finds that information in the Addendum and the evidence presented in written and oral testimony do not represent significant new information that would require recirculation of the Addendum pursuant to 14 CCR § 15088.5.
6. The Board hereby finds that the Site meets the standards for school site selection, pursuant to 5 CCR § 14010.
7. The Site is not a hazardous substance release site; is not a current or former hazardous waste disposal site; and does not contain one or more underground or aboveground pipelines carrying hazardous substances, acutely hazardous materials, or hazardous waste.
8. The Site is not within 500 feet of the edge of the closest traffic lane of a freeway or other busy corridor, as defined in Education Code § 17213(c)(2)(C), that would create a health hazard or exposure to a high level of pollutants.



9. The District has consulted with administering agencies having jurisdiction of the Site, including the South Coast Air Quality Management District and Department of Transportation, Division of Aeronautics, and did not identify any permitted and nonpermitted facilities within one-quarter mile of the Site that might reasonably be anticipated to emit hazardous emissions that would pose an actual or potential endangerment to Site occupants.
10. The Board hereby delegates authority to the District Superintendent, or the Superintendent's designee, to cause a Notice of Determination to be filed with the San Bernardino County Clerk and the State Clearinghouse.
11. The findings made in this Resolution are based upon the information and evidence in the Addendum and upon substantial evidence which has been presented in the record of these proceedings; the Addendum and all supporting material, which constitute a record of these proceedings, will be kept at the Chino Valley Unified School District Main District Office, at 5130 Riverside Drive, Chino, California 91710, under the control of the Assistant Superintendent, Facilities, Planning and Operations.
12. The Board hereby approves the project described in the Addendum as the Preserve School #2 Project, subject to the acquisition of the Property.

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 3rd day of June 2021 by the following vote:

Bridge \_\_\_\_\_  
 Cruz \_\_\_\_\_  
 Gagnier \_\_\_\_\_  
 Na \_\_\_\_\_  
 Schaffer \_\_\_\_\_

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

---

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

Exhibit "A" – Addendum to the Environmental Impact Report under CEQA for The Preserve Chino Sphere of Influence, Subarea 2 (State Clearinghouse No. 2000121036) for the Preserve School #2 Project  
<https://www.chino.k12.ca.us/cms/lib/CA01902308/Centricity/Domain/48/Preserve%20%20Environmental%20Impact%20Assessment%20Addendum%20and%20Appendices%20A-G%20rev%20%20May%2026%202021.pdf>

Exhibit "B" – Mitigation Monitoring and Reporting Plan for The Preserve School #2 Project  
[https://www.chino.k12.ca.us/cms/lib/CA01902308/Centricity/Domain/48/Preserve\\_School%20\\_MMRP\\_210524.pdf](https://www.chino.k12.ca.us/cms/lib/CA01902308/Centricity/Domain/48/Preserve_School%20_MMRP_210524.pdf)

Exhibit “C” – The City of Chino’s development plans for the Preserve:

[https://www.cityofchino.org/city\\_hall/departments/community\\_development/planning/plans/the\\_preserve](https://www.cityofchino.org/city_hall/departments/community_development/planning/plans/the_preserve)

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**REGULAR MEETING OF THE BOARD OF EDUCATION**  
**May 20, 2021**

**MINUTES**

<b>I. OPENING BUSINESS</b>
----------------------------

**I.A. CALL TO ORDER – 4:40 P.M.**

1. Roll Call

President Schaffer called to order the regular meeting of the Board of Education, Thursday, May 20, 2021, at 4:40 p.m. with Bridge, Cruz, Gagnier, and Schaffer present. Mr. Na arrived at 4:42 p.m.

Administrative Personnel

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

2. Public Comment on Closed Session Items

None.

3. Closed Session

President Schaffer adjourned to closed session at 4:40 p.m. regarding conference with legal counsel anticipated litigation (one possible case); conference with labor negotiators: A.C.T. and CSEA; public employee discipline/dismissal/release; public employee appointment: elementary school assistant principal; junior high school assistant principal; high school assistant principals; Director, Communications; Coordinator, Elementary Curriculum; and public employee performance evaluation: Superintendent.

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

1. Report Closed Session Action

President Schaffer reconvened the regular meeting of the Board of Education at 6:00 p.m. with Bridge, Cruz, Gagnier, Na, and Schaffer present. The meeting was streamed live on YouTube. The Board met in closed session from 4:40 p.m. to 5:50 p.m. regarding conference with legal counsel anticipated litigation (one possible case); conference with labor

negotiators: A.C.T. and CSEA; public employee discipline/dismissal/release; public employee appointment: elementary school assistant principal; junior high school assistant principal; high school assistant principals; and public employee performance evaluation: Superintendent. The Board took action to appoint the following by a vote of 5-0 with Bridge, Cruz, Gagnier, Na, and Schaffer voting yes: Andrea Johnston as Director, Communications effective May 21, 2021; Lauren Altermatt as Coordinator, Elementary Curriculum effective July 1, 2021; Yvette Taylor as Assistant Principal at Ayala HS effective July 19, 2021; and Sangeeta Morar as Assistant Principal at Chino HS effective July 19, 2021. No further action was taken that required public disclosure.

2. Pledge of Allegiance  
Led by Board member Don Bridge.

**I.C. PRESENTATION**

1. Julie Gobin Memorial Hit the Greens for Scholarships Check  
Tim Adams from Adams Photography, sponsors of the Julie Gobin Memorial Hit the Greens for Scholarships, presented the District with proceeds from the golf tournament in the amount of \$27,075.11.
2. Military Salute  
Students who enlisted in military service after their graduation from Chino Valley Unified School District were recognized in a video presentation to the Board and community.

**I.D. COMMENTS FROM STUDENT REPRESENTATIVE**

Justin Rendon thanked the Board of Education for the opportunity to serve on the Board as representative to the student body; said he was honored to work alongside the Board; and thanked Mr. Bennett, Coordinator, Student Support Services, for guiding him throughout the process.

**I.E. COMMENTS FROM EMPLOYEE REPRESENTATIVES**

Brenda Walker, A.C.T. President, extended well wishes to Justin Rendon on his departure as student member on the Board of Education; congratulated seniors entering the military on behalf of the Association; announced A.C.T. scholarship recipients for 2021; spoke about virtual activities on Day of the Teacher event including announcing teacher of the year recipients: Gina Solis, Elementary Teacher of the Year; Rodrigo Belloso, Secondary Teacher of the Year; Kathie Spaun, Counselor of the Year ; Sherri Ma, Nurse of the Year; Modell McEntire, Psychologist of the Year; and congratulated retirees leaving the District.

Danny Hernandez, CSEA President, acknowledged Justin Rendon, and graduating seniors who have enlisted in the military; congratulated A.C.T. on having their tentative agreement on the Board agenda; and reported the passing of Elizabeth Moreno, District bus driver and 22-year employee.

Emily Lao, CHAMP Vice President, congratulated Canyon Hills JHS for being recognized by the San Bernardino County Superintendent of Schools for the *National Forum - Schools to Watch*; spoke about schools preparing for the last week of instruction; and extended appreciation to graduating seniors embarking on a career of service in the military after graduating.

**I.F. COMMENTS FROM THE AUDIENCE ON ITEMS NOT ON THE AGENDA**

The following comments were read into the record: Student Makenzie Lipan and Mansa Lipan in opposition to mask wearing; Lisa Fraga regarding the Preserve II school; and Sharon Duran regarding cafeteria workers, Richard Gird Hall of Fame awards; and emailing Andrew Cruz.

**I.G. CHANGES AND DELETIONS**

None.

*President Schaffer advised that the consent calendar would be moved forward before action items. There were no objections.*

<b>II. ACTION</b>
-------------------

**II.A. ADMINISTRATION**

**II.A.1. Elementary School Promotions**

Moved (Gagnier) seconded (Na) motion carried (3-2, Bridge and Schaffer voted no) to approve elementary school sites having the discretion to hold in-person promotion ceremonies for the 2020/2021 school year.

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

**II.B.1. 2021/2022 Student Member on the Board of Education**

Moved (Gagnier) seconded (Na) carried unanimously (5-0) to approve Eunyul “Esther” Kim from Chino Hills HS as the 2021/2022 Student Member on the Board of Education and President Schaffer administered the oath of office.

**II.C. HUMAN RESOURCES**

**II.C.1. Public Hearing and Ratification of the Tentative Agreement between the Chino Valley Unified School District and the Associated Chino Teachers Effective July 1, 2019, through June 30, 2022**

President Schaffer opened the public hearing regarding the ratification of the tentative Agreement between the Chino Valley Unified School District and the Associated Chino Teachers effective July 1, 2019, through June 30, 2022, at 7:34 p.m. Christina Salazar and Sharon Duran addressed the Board on this item, and the hearing was closed at 7:41 p.m. Moved (Na) seconded (Bridge) carried unanimously 5-0 to approve the ratification of the Tentative Agreement between the Chino Valley Unified School District and the Associated Chino Teachers Effective July 1, 2019, through June 30, 2022.

**II.C.2. Public Hearing and Ratification of the Tentative Agreement between the Chino Valley Unified School District and the California School Employees Association and its Chino Chapter 102 Effective July 1, 2021, through June 30, 2024**

President Schaffer opened the public hearing regarding the ratification of the Tentative Agreement between the Chino Valley Unified School District and the California School Employees Association and its Chino Chapter 102 effective July 1, 2021, through June 30, 2024, at 7:47 p.m. There were no speakers, and the hearing was closed at 7:47 p.m. Moved (Na) seconded (Gagnier) carried unanimously (5-0) to approve the ratification of the Tentative Agreement between the Chino Valley Unified School District and the California School Employees Association and its Chino Chapter 102 Effective July 1, 2021, through June 30, 2024.

**II.C.3. Approval of Salary Increases and Health and Welfare Benefits for Management and Classified Confidential Employees**

Moved (Na) seconded (Gagnier) motion carried unanimously (5-0) to approve the salary increases and health and welfare benefits for management and classified confidential employees as follows: Provide a 1.47% on-schedule salary increase for the 2021/2022 school year effective July 1, 2021, and a 1.08% off-schedule one-time payment as of July 1, 2021, based on their 2021/2022 salary schedule; \$1,254.00 off-schedule one-time payment for current employees as of May 21, 2021; and a Health and Welfare benefits cap increase to \$10,000.00.

<b>III. CONSENT</b>
---------------------

Don Bridge pulled for separate action item III.C.6. Moved (Na) seconded (Gagnier) carried unanimously (5-0) to approve the consent items.

**III.A. ADMINISTRATION**

**III.A.1. Minutes of the May 6, 2021 Regular Meeting**

Approved the minutes of the May 6, 2021 regular meeting.

**III.A.2. 2021 Senior Scholarship Recipients**

Approved the 2021 senior scholarship recipients.

**III.B. BUSINESS SERVICES**

**III.B.1. Warrant Register**

Approved/ratified the warrant register.

**III.B.2. Fundraising Activities**

Approved/ratified the fundraising activities.

**III.B.3. Donations**

Accepted the donations.

**III.B.4. Legal Services**

Approved payment for Legal Services to the law office of The Tao Firm.

**III.B.5. 2021/2022 Applications to Operate Fundraising Activities and Other Activities for the Benefit of Students**

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

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

**III.C.1. Revision of Forensic Biology Course**

Approved the revision of Forensic Biology course.

**III.C.2. New Course: Information and Communication Technologies 1**

Approved the new course Information and Communication Technologies 1.

**III.C.3. New Course: Information and Communication Technologies 2**

Approved the new course Information and Communication Technologies 2.

**III.C.4. New Course: Personal Finance**

Approved the new course Personal Finance.

**III.C.5. California Department of Education Child Development Agency Annual Report and Parent Handbook 2021/2022**

Approved the California Department of Education Child Development Agency Annual Report and Parent Handbook 2021/2022.

**III.C.6. Expanded Learning Opportunities Grant Plan**

Moved (Na) seconded (Gagnier) to discuss the item. After discussion, moved (Na) seconded (Cruz) motion failed (2-3, with Bridge, Gagnier, Schaffer voting no) to table the item. Moved (Na) seconded (Gagnier) motion carried (3-2, Cruz and Na voting no) to approve the Expanded Learning Opportunities Grant Plan.

**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. Change Order and Notice of Completion for Bid 20-21-04F, Safety and Security Group 4—Dickson ES, Glenmeade ES, Marshall ES, Newman ES, and Rhodes ES**

Approved the Change Order and Notice of Completion for Bid 20-21-04F, Safety and Security Group 4—Dickson ES, Glenmeade ES, Marshall ES, Newman ES, and Rhodes ES.

**III.D.5. Over-Allocation Reimbursement Agreement Between the Chino Valley Unified School District and Ronald Reagan Charter School Alliance for Over-Allocated Space**

Approved the Over-Allocated Reimbursement Agreement Between the Chino Valley Unified School District and Ronald Reagan Charter School Alliance for Over-Allocated Space.

**III.E. HUMAN RESOURCES**

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

Approved/ratified the certificated/classified personnel items.

**IV. COMMUNICATIONS**

**BOARD MEMBERS AND SUPERINTENDENT**

Andrew Cruz spoke about his May 6 request to put an item on the agenda regarding the mask mandate being rejected; spoke about the negative effects wearing masks have on children; spoke about the “flip-flopping” that is occurring regarding COVID-19



guidelines; said kids have natural immunity, and that cloth masks are ineffective; requested an agenda item for the Board to discuss whether his rejected item is appropriate to place on the next agenda; and spoke about the Pfizer vaccine emergency use authorization for 12 to 15-year-olds, and cautioned parents not to allow their healthy children to be part of the experimental vaccine.

James Na attended a celebration of life for Mark Hargrove, Chino Councilmember; spoke about being united; spoke about appreciating one another; and thanked military bound students and acknowledged first responders.

Don Bridge welcomed Esther Kim as the new student member on the Board; acknowledged Classified Employee Week; congratulated educator of the year recipients; and congratulated District high school seniors graduating next week.

Christina Gagnier said she was glad that the Board is back to in-person meetings because public venues are better for communicating and understanding one another; thanked students who attended the meeting, and student Makenzie Lipan for speaking up for herself; said she looks forward to working with Ms. Esther Kim; agreed with Tim Adams' comments regarding the community coming together for the golf tournament; thanked students entering the military and for choosing to serve the country; spoke about the Preserve School II; asked for an update on the Preserve II school at the next meeting (presentation); said she hopes city partners are committed to all District projects; congratulated graduates at all levels; congratulated the entire CVUSD community for their efforts during the year; and said it is her hope that we are progressing toward loosening up some of the guidelines.

Superintendent Enfield congratulated Esther Kim on her position as student member on the Board, and said he looks forward to working with her on the Superintendent's Student Advisory Council; acknowledged student Makenzie Lipan for coming and speaking; thanked CSEA employees for everything they do to support students and staff; acknowledged the class of 2021 for being the year no one will forget; and said he is glad the District had the opportunity to get students back in person for the last months of school, and to be able to walk across the graduation stage.

President Schaffer said the Chino Hills Parks and Recreation Commission welcomed student commissioner Layla Lisa from Chino Hills HS; announced the summer recreation brochure for Chino Hills residents outlining programs and events that are to be offered by the city as things open up; acknowledged student Makenzie Lipan for addressing the Board; and said a District security officer reported that last week's training was very professional; and said it's easy to misquote and take his comments out of context with regard to the Preserve School II.

**V. ADJOURNMENT**

President Schaffer adjourned the regular meeting of the Board of Education at 8:14 p.m.

\_\_\_\_\_  
Joe Schaffer, President

\_\_\_\_\_  
Donald L. Bridge, Clerk

Recorded by Patricia Kaylor, Administrative Secretary, Board of Education

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 3, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Sandra H. Chen, Associate Superintendent, Business Services  
Liz Pensick, Director, Fiscal Services  
**SUBJECT: WARRANT REGISTER**

=====

**BACKGROUND**

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

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

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

\$10,469,912.40 all District funding sources.

NE:SHC:LP:lf

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 3, 2021

**TO:** Members, Board of Education

**FROM:** Norm Enfield, Ed.D., Superintendent

**PREPARED BY:** Sandra H. Chen, Associate Superintendent, Business Services  
Liz Pensick, Director, Fiscal Services

**SUBJECT: 2021/2022 APPLICATIONS TO OPERATE FUNDRAISING  
ACTIVITIES AND OTHER ACTIVITIES FOR THE BENEFIT OF  
STUDENTS**

=====

**BACKGROUND**

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

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

**RECOMMENDATION**

It is recommended the Board of Education approve/ratify the 2021/2022 applications to operate fundraising activities and other activities for the benefit of students.

**FISCAL IMPACT**

None.

NE:SHC:LP:lf

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**June 3, 2021**

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

<b><u>School</u></b>	<b><u>Organization</u></b>
Butterfield Ranch ES	PTA
Country Springs ES	PFA

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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Humility • Civility • Service

**DATE:** June 3, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Sandra H. Chen, Associate Superintendent, Business Services  
Liz Pensick, Director, Fiscal Services  
**SUBJECT: FUNDRAISING ACTIVITIES**

=====

**BACKGROUND**

Board Policy 3452 Business and Noninstructional Operations – Student Activity Funds and Board Policy 1230 Community Relations – School Connected Organizations require that fundraising activities be submitted to the Board of Education for approval. All on-campus fundraising activities are subject to CVUSD reopening guidelines.

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

None.

NE:SHC:LP:lf

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**June 3, 2021**

<b><u>SITE/DEPARTMENT</u></b>	<b><u>ACTIVITY/DESCRIPTION</u></b>	<b><u>DATE</u></b>
<b><u>Ayala HS</u></b>		
ASB Dance Production	Panda Express Dine Out	6/11/21
<b><u>Chino Hills HS</u></b>		
Baseball Boosters	Summer Camp Clinics	6/14/21 - 6/17/21

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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Humility • Civility • Service

**DATE:** June 3, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Sandra H. Chen, Associate Superintendent, Business Services  
Liz Pensick, Director, Fiscal Services  
**SUBJECT: DONATIONS**

=====

**BACKGROUND**

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

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

**RECOMMENDATION**

It is recommended the Board of Education accept the donations.

**FISCAL IMPACT**

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

NE:SHC:LP:if



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**June 3, 2021**

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<b><u>Office of Communications</u></b>		
Adams Photography, Inc.	Cash	\$27,075.00
<b><u>Howard Cattle ES</u></b>		
PFA	Cash	\$1,500.00
<b><u>Canyon Hills JHS</u></b>		
Music Club	Cash	\$7,753.00

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

**DATE:** June 3, 2021

**TO:** Members, Board of Education

**FROM:** Norm Enfield, Ed.D., Superintendent

**PREPARED BY:** Sandra H. Chen, Associate Superintendent, Business Services  
 Liz Pensick, Director, Fiscal Services

**SUBJECT: LEGAL SERVICES**

=====

**BACKGROUND**

The following law firms provide services to the Chino Valley Unified School District and have submitted their invoices. The current invoice amounts, along with the fiscal year-to-date totals for each individual law firm, are listed below.

FIRM	MONTHS	INVOICE AMOUNTS	2020/2021 YEAR-TO-DATE
Atkinson, Andelson, Loya, Ruud & Romo	April	\$8,017.26	\$130,171.88
Margaret A. Chidester & Associates		-	\$145,997.50
The Tao Firm		-	\$ 29,951.25
	<b>Total</b>	\$8,017.26	\$306,120.63

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

**RECOMMENDATION**

It is recommended the Board of Education approve payment for legal services to the law office of Atkinson, Andelson, Loya, Ruud & Romo.

**FISCAL IMPACT**

\$8,017.26 to the General Fund.

NE:SHC:LP:lf

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 3, 2021

**TO:** Members, Board of Education

**FROM:** Norm Enfield, Ed.D., Superintendent

**PREPARED BY:** Grace Park, Ed.D., Associate Superintendent, Curriculum, Instruction, Innovation, and Support  
Julian A. Rodriguez Ed.D., Director, Secondary Curriculum and Instruction

**SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN BALDY VIEW REGIONAL OCCUPATIONAL PROGRAM AND CHINO VALLEY UNIFIED SCHOOL DISTRICT**

=====  
**BACKGROUND**

On July 1, 2015, through a joint powers agreement, Chino Valley Unified School District and Baldy View Regional Occupational Program (BVROP) agreed on a funding model to provide for career technical education programs and services for secondary students.

This Memorandum of Understanding sets forth the terms by which BVROP will invoice each member district for their proportionate share of students attending an Intercessional CPR class and various summer Career Technical Work Experience Education (CTWEE) classes that enable students to complete the “hands-on” portion of their training. This plan is in response to the challenges of transitioning students to distance learning due to COVID-19 and the unavailability of hands-on activities.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Memorandum of Understanding between Baldy View Regional Occupational Program and Chino Valley Unified School District.

**FISCAL IMPACT**

The maximum amount of expense shall not exceed \$65,406.00.

NE:GP:JAR:lar

*DRAFT*  
**Memorandum of Understanding**  
(MOU)

By this agreement made and entered into the 1<sup>st</sup> day of June 2021, between Baldy View Regional Occupational Program (ROP) (hereinafter referred to as BVROP), Chaffey Joint Union High School District (hereinafter referred to as CJUHSD), Chino Valley Unified School District (hereinafter referred to as CVUSD), Claremont Unified School District (hereinafter referred to as CUSD), and Upland Unified School District (hereinafter referred to as UUSD) (Member Districts) in consideration of mutual covenants, the parties hereto agree as follows:

**A. BACKGROUND:** BVROP, CJUHSD, CVUSD, CUSD, and UUSD agreed on a funding model to provide for career technical education programs and services for member districts' secondary students, effective July 1, 2015 through a joint powers agreement.

**B. PURPOSE OF MOU:** The purpose of this MOU is to set forth the terms by which BVROP will invoice each member district for their proportionate share of students attending an Intercessional CPR class and various summer CTWEE classes that enable students to complete the "hands-on" portion of their training. BVROP will share their plan, projected expenses and class schedule with member districts. The plan is in response to challenges experienced as a result of transitioning to distance learning due to COVID-19 with "hand-on" activities becoming unavailable. The maximum amount of expense shall not exceed \$65,406, prorated by participating District ADA.

**UNDERSTANDING AND ACCEPTANCE OF THE PARTIES:** This MOU constitutes the entire understanding of the parties. Signatures of duly authorized CJUHSD, CVUSD, CUSD, UUSD, and BVROP representatives below signify both an understanding and acceptance of the agreement provisions.

CJUHSD REPRESENTATIVE

CVUSD REPRESENTATIVE

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

CUSD REPRESENTATIVE

UUSD REPRESENTATIVE

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

BVROP REPRESENTATIVE

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Date Signed: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 3, 2021  
**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: SAN BERNARDINO COUNTY INTERDISTRICT ATTENDANCE AGREEMENT**

=====

**BACKGROUND**

Education Code 46600 is relative to interdistrict transfers and agreements between school districts throughout the state. Interdistrict attendance agreements shall stipulate the terms and conditions under which interdistrict attendance permits shall be approved, denied, or revoked.

The San Bernardino County Interdistrict Attendance Agreement ("Agreement") shall be for five years from July 1, 2021, and ending June 30, 2026, and supersedes all prior regular Interdistrict Attendance Agreements. Either party may terminate this Agreement effective at the beginning of a school year by giving written notice to the other party at least three months prior to the beginning of the school year.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the San Bernardino County Interdistrict Attendance Agreement.

**FISCAL IMPACT**

None.

NE:LF:SJ:ss

**MASTER AGREEMENT  
INTERDISTRICT ATTENDANCE AGREEMENT  
(No Tuition Charge)**

**Pursuant to Education Code Section 46600, the Governing Boards of each of the following school districts:**

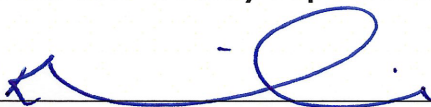
Adelanto School District	Mountain View School District
Alta Loma School District	Mt. Baldy Joint Unified School District
Apple Valley Unified School District	Needles Unified School District
Baker Valley Unified School District	Ontario-Montclair Schools District
Barstow Unified School District	Oro Grande School District
Bear Valley Unified School District	Redlands Unified School District
Central School District	Rialto Unified School District
Chaffey Joint Union High School District	Rim of the World Unified School District
Chino Valley Unified School District	San Bernardino City Unified School District
Colton Joint Unified School District	Silver Valley Unified School District
Cucamonga School District	Snowline Joint Unified School District
Etiwanda School District	Trona Joint Unified School District
Fontana Unified School District	Upland Unified School District
Helendale School District	Victor Elementary School District
Hesperia Unified School District	Victor Valley Union High School District
Lucerne Valley Unified School District	Yucaipa-Calimesa Joint Unified School District
Morongo Unified School District	

**Agree as follows:**

1. Applicability of this agreement is limited to grade levels mutually maintained by the contracting parties.
2. Insofar as facilities permit (space availability), each district may accept pupils from the other school districts who have proper permits for attendance from the district of residence; who are eligible to attend regular classes in elementary, middle schools, senior high schools, continuation classes maintained by the district of proposed attendance; and who are acceptable to the district of attendance.
3. Students who are deemed acceptable to the district of attendance include satisfactory attendance and behavior.
4. Any student accepted under space availability need not reapply each year.

5. Each district shall furnish these pupils the same advantages, equipment, supplies, and services as are furnished to other pupils in attendance in these classes, with the exception of home to school transportation.
6. In accordance with Section 46600(a) of the Education Code, the attendance of pupils from the respective school districts covered by this agreement shall be credited to the school district of attendance for apportionment purposes and the revenue limit pursuant to Education Code 42237 or 42238.
7. No financial obligation, including transportation, shall be incurred by the district of residence for services rendered under this agreement.
8. This agreement shall be for five (5) years from July 1, 2021 and ending June 30, 2026 and supersedes all prior regular Interdistrict Attendance Agreements. Either party may terminate this agreement effective at the beginning of a school year by giving written notice to the other party at least three (3) months prior to the beginning of the school year.
9. An Interdistrict transfer granted under space availability may be revoked at any time during the school year if the student's academic grades, attendance or behavior are not satisfactory to the district of attendance.
10. False or misleading information may be cause for denial or revocation of an Interdistrict attendance permit.
11. The school district of attendance or the school district of enrollment shall not rescind transfer permits for pupils entering grades 11 or 12 in the subsequent school year per Education Code 46600)4).

**San Bernardino County Superintendent of Schools**



\_\_\_\_\_  
Signature

**Kevin Garcia, Program Manager  
Procurement and Warehouse Services**  
\_\_\_\_\_  
Name and title

4/9/21

\_\_\_\_\_  
Date

**[DISTRICT SIGNATURE PAGE FOLLOWS]**



**MASTER AGREEMENT  
INTERDISTRICT ATTENDANCE AGREEMENT**  
*School District Authorized Signature*

\_\_\_\_\_  
Name of School District

\_\_\_\_\_  
Superintendent or Designee's Signature      Date

\_\_\_\_\_  
Superintendent or Designee (please print)

\_\_\_\_\_  
Date of Governing Board Authorization

**THE TERMS OF THIS AGREEMENT ARE NOT IN PLACE UNTIL ALL PARTIES HAVE SIGNED**

**Chino Valley Unified School District**

**Our Motto:**

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

**DATE:** June 3, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support  
**SUBJECT: RESOLUTION 2020/2021-37 TO MAINTAIN 175 DAYS OF INSTRUCTION FOR SCHOOLS ON A MULTITRACK YEAR-ROUND SCHEDULE**

=====

**BACKGROUND**

Cal Aero K-8 continues to operate on a year-round schedule due to the consistent growth in the Preserve area. Each year-round school shall offer a minimum of 175 days of instruction per school year, until it equals or exceeds the Local Control Funding Formula target established for it pursuant to Education Code 42238.02, at which time each school shall offer 180 days or more of instruction per school year.

Given the limited facility, class sizes, and projected number of students enrolled at the school site, Cal Aero K-8 cannot maintain the same number of instructional days provided by District schools on a traditional calendar. As such, to meet the minimum requirements pursuant to Education Code, Cal Aero K-8 will maintain 175 days of instruction per school year and offer the number of annual instructional minutes that is not less than that of schools of the same grade levels utilizing the traditional school calendar.

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

**RECOMMENDATION**

It is recommended the Board of Education adopt Resolution 2020/2021-37 to Maintain 175 days of instruction for schools on a multitrack year-round schedule.

**FISCAL IMPACT**

None.

NE:LF:trr

**Chino Valley Unified School District  
Resolution 2020/2021-37  
To Maintain 175 Days of Instruction  
For Schools on a Multitrack Year-Round Schedule**

**WHEREAS**, the Board of Education has certified that the number of annual instructional minutes for Cal Aero K-8 is not less than that of schools of the same grade levels utilizing the traditional school calendar;

**WHEREAS**, any school that operates on a multitrack schedule shall be deemed in compliance with requirements if it offers a minimum of 163 instructional days per school year;

**WHEREAS**, it is not possible to maintain a multitrack schedule with the same number of instructional days provided by District schools on a traditional calendar given the limited facility, class sizes, and projected number of students enrolled at the school site.

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 3<sup>rd</sup> day of June 2021 by the following vote:

Bridge	_____
Cruz	_____
Gagnier	_____
Na	_____
Schaffer	_____

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

---

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

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 3, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations  
Anna G. Hamilton, Director, Purchasing  
**SUBJECT: PURCHASE ORDER REGISTER**

=====  
**BACKGROUND**

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

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

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

\$7,199,342.05 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:** June 3, 2021

**TO:** Members, Board of Education

**FROM:** Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: AGREEMENTS FOR CONTRACTOR/CONSULTANT SERVICES**

=====

**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

<b>CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT</b>	<b>FISCAL IMPACT</b>
<b>CIIS-2122-033 CDW-G.</b> To provide ContentKeeper web filter. Submitted by: Technology Duration of Agreement: August 1, 2021 - July 31, 2022	Contract amount: \$95,550.00  Funding source: General Fund
<b>CIIS-2122-034 Learning without Tears.</b> To provide licenses for teacher resources. Submitted by: Elementary Curriculum Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$296.31  Funding source: General Fund
<b>CIIS-2122-035 ESGI, LLC.</b> To provide educational software license for guiding instruction for both transitional kindergarten and kindergarten students. Submitted by: Assessment and Instructional Technology Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$16,055.00  Funding source: General Fund
<b>CIIS-2122-036 SHI.</b> To provide District network maintenance. Submitted by: Technology Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$20,707.20  Funding source: General Fund
<b>CIIS-2122-037 SHI.</b> To provide Hewlett Packard Enterprise Aruba support. Submitted by: Technology Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$20,707.20  Funding source: General Fund
<b>CIIS-2122-038 CI Solutions.</b> To provide annual renewal for student ID badge software. Submitted by: Alternative Education Center Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$1,270.00  Funding source: General Fund

<b>FACILITIES, PLANNING, AND OPERATIONS</b>	<b>FISCAL IMPACT</b>
<b>F-2122-001 Dude Solutions, Inc.</b> To provide online subscriptions for FSDirect, MaintenanceDirect, and MySchool Dude. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$35,248.96  Funding source: General Fund
<b>F-2122-002 Patriot Environmental Lab Services, Inc.</b> To provide Federal Asbestos Hazard Emergency Response Act (1987 AHERA) services and 3-year inspections along with asbestos testing. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: Per rate sheet  Funding source: General Fund
<b>F-2122-003 Patriot Environmental Lab Services, Inc.</b> To provide asbestos abatement clearance according to Asbestos Hazard Emergency Response Act (AHERA) using Transmission Electron Microscopy (TEM) air sampling, air analysis, lead abatement clearance wipe sampling, and analysis. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: Per rate sheet  Funding source: Various
<b>F-2122-004 William T Cass Jr. dba Bill's Hydroseed.</b> To provide District-wide hydroseeding. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: Per rate sheet  Funding source: General Fund

FACILITIES, PLANNING, AND OPERATIONS	FISCAL IMPACT
<p><b>F-2122-005 Blue Violet Networks.</b>            To provide assistance with programming and installation of District-wide phone system.            Submitted by: Maintenance, Operations, and Construction            Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: Per rate sheet             Funding source: General Fund</p>
<p><b>F-2122-006 Rain Master Irrigation Systems.</b>            To provide Central Control Irrigation System to control, monitor, setup automatic weather-based irrigation scheduling.            Submitted by: Maintenance, Operations, and Construction            Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: \$12,906.00             Funding source: General Fund</p>
<p><b>F-2122-007 Superior Security Specialists, Inc. dba Superior Alarm Systems.</b>            To provide security alarm monitoring services.            Submitted by: Maintenance, Operations, and Construction            Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: \$480.00             Funding source: General Fund</p>
<p><b>F-2122-008 Mission Landscape Companies, Inc.</b>            To provide District-wide tree trimming/remediation, slope remediation, and mulch blowing services.            Submitted by: Maintenance, Operations, and Construction            Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: Per rate sheet             Funding source: General Fund</p>
<p><b>F-2122-009 AAA Container Sales and Rentals.</b>            To provide rentals and moving of storage containers.            Submitted by: Maintenance, Operations, and Construction            Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: Per rate sheet             Funding source: Various</p>
<p><b>F-2122-010 John Greer dba Greer's Mobile Truck &amp; Equipment Repair.</b>            To provide on-site repairs to District equipment.            Submitted by: Maintenance, Operations, and Construction            Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: Per rate sheet             Funding source: General Fund</p>
<p><b>F-2122-011 K-VAC Environmental Services dba JSE Environmental Services.</b>            To provide District-wide disposal of hazardous waste            Submitted by: Maintenance, Operations, and Construction            Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: Per rate sheet             Funding source: Various</p>
<p><b>F-2122-012 Sports Facilities Group, Inc.</b>            To provide inspections to mechanical sports equipment and gymnasium bleachers.            Submitted by: Maintenance, Operations, and Construction            Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: Per rate sheet             Funding source: General Fund</p>
<p><b>F-2122-013 Brian Stratouly dba Aero Environmental Services.</b>            To provide District-wide asbestos, indoor air quality, and water testing.            Submitted by: Maintenance, Operations, and Construction            Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: Per rate sheet             Funding source: Various</p>
<p><b>F-2122-014 Executive Elevator, Inc.</b>            To provide District-wide inspection and repair of wheelchair lifts and elevators.            Submitted by: Maintenance, Operations, and Construction            Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: Per rate sheet             Funding source: General Fund</p>

<b>HUMAN RESOURCES</b>	<b>FISCAL IMPACT</b>
<b>HR-2122-003 Community Matters.</b> To provide Safe School Ambassadors program training and support to participating schools. Submitted by: Human Resources Duration of Agreement: July 1, 2021 – June 30, 2022	Contract amount: \$168,000.00  Funding source: LCAP

<b>SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS</b>	<b>FISCAL IMPACT</b>
<b>SBCSS 21/22-0117 SBCSS Courier Services.</b> To provide SBCSS DFS courier services. Submitted by: Business Services Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$19,506.92  Funding source: General Fund
<b>SBCSS 21/22-0147 SBCSS State Preschool Program.</b> To provide classrooms for State Preschool program at Borba ES, Chaparral ES, Cortez ES, Dickey ES, and Marshall ES. Submitted by: Purchasing Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$24,750.00  Funding source: Income

<b>MASTER CONTRACTS</b>	<b>FISCAL IMPACT</b>
<b>MC-2021-064 Richdai, Inc. dba Young Rembrandts.</b> To provide enrichment programs. Submitted by: Eagle Canyon ES Duration of Agreement: June 1, 2021 - June 30, 2024	Contract amount: Per invoice  Funding source: Various
<b>MC-2021-065 Windtree Foundation.</b> To provide enrichment programs. Submitted by: Eagle Canyon ES Duration of Agreement: June 1, 2021 - June 30, 2024	Contract amount: Per invoice  Funding source: Various
<b>MC-2021-066 Bowen Academy dba Bowen Chinese School.</b> To provide enrichment programs. Submitted by: Eagle Canyon ES Duration of Agreement: June 1, 2021 - June 30, 2024	Contract amount: Per invoice  Funding source: Various
<b>MC-2021-067 Chess Wizards, Inc.</b> To provide enrichment programs. Submitted by: Eagle Canyon ES Duration of Agreement: June 1, 2021 - June 30, 2024	Contract amount: Per invoice  Funding source: Various
<b>MC-2021-068 The Patio Grill and Cantina.</b> To provide catering services, food, and beverages. Submitted by: Chino HS Duration of Agreement: June 1, 2021 - June 30, 2024	Contract amount: Per invoice  Funding source: Various
<b>MC-2021-069 NextWaveSTEM.</b> To provide enrichment programs. Submitted by: Walnut ES Duration of Agreement: June 1, 2021 - June 30, 2024	Contract amount: Per invoice  Funding source: Various
<b>MC-2021-070 City of Chino - Healthy Chino.</b> To provide enrichment programs. Submitted by: Marshall ES Duration of Agreement: June 1, 2021 - June 30, 2024	Contract amount: Per invoice  Funding source: Various
<b>MC-2021-071 Chino Community Children's Theater.</b> To provide enrichment programs. Submitted by: Cortez ES Duration of Agreement: June 1, 2021 - June 30, 2024	Contract amount: Per invoice  Funding source: Various



<b>MASTER CONTRACTS</b>	<b>FISCAL IMPACT</b>
<p><b>MC-2021-072 World Class Cheerleading, Inc.</b>            To provide enrichment programs.            Submitted by: Cattle ES            Duration of Agreement: June 1, 2021 - June 30, 2024</p>	<p>Contract amount: Per invoice             Funding source: Various</p>

<b>APPROVED CONTRACTS TO BE AMENDED</b>	<b>AMENDMENT</b>
<p><b>CIIS-1920-207 Athena Software.</b>            To provide subscription fee for Penelope case management software and support used by Tykes and Special Education.            Submitted by: Health Services/Special Education            Duration of Agreement: March 20, 2020 - March 20, 2023            Original Agreement Board Approved: March 19, 2020</p>	<p>Contract amount: Per rate sheet             Vendor name: change to Social Solutions Group, Inc.             Funding source: Various</p>
<p><b>CIIS-2021-200 Tobii Dynavox, LLC.</b>            To provide annual license for boardmaker program for speech pathologists.            Submitted by: Special Education            Duration of Agreement: May 1, 2021 - May 1, 2022            Original Agreement Board Approved: May 6, 2021</p>	<p>Contract amount: decrease from \$2,599.20 to \$2,491.74             Duration of agreement: extend contract through June 1, 2023             Funding source: Special Education/LEA</p>
<p><b>CIIS-2021-201 Blackboard, Inc.</b>            To provide CVUSD website and content management system software and web hosting.            Submitted by: Technology            Duration of Agreement: April 20, 2021 - June 30, 2022            Original Agreement Board Approved: May 20, 2021</p>	<p>Contract amount: increase contract from \$1,067.68 to \$45,671.00 to add full CVUSD website and content management system software and web hosting             Funding source: General Fund</p>
<p><b>F-1819-015 TYR, Inc.</b>            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</p>	<p>Contract amount: Per project authorization             Duration of agreement: extend contract through June 30, 2024, for master contract for DSA project inspection services             Funding source: Various</p>
<p><b>F-1819-016 Team Inspections.</b>            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</p>	<p>Contract amount: Per project authorization             Duration of agreement: extend contract through June 30, 2024, for master contract for DSA project inspection services             Funding source: Various</p>
<p><b>F-1819-040 Leighton Consulting, Inc.</b>            To provide master contract for geotechnical services.            Submitted by: Facilities, Planning, and Operations            Duration of Agreement: October 5, 2018 - June 30, 2021            Original Agreement Board Approved: October 4, 2018</p>	<p>Contract amount: Per project authorization             Duration of agreement: extend contract through June 30, 2024, for master contract for geotechnical services             Funding source: Various</p>

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 3, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations  
**SUBJECT: SURPLUS/OBSOLETE PROPERTY**

=====

**BACKGROUND**

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

Lists of surplus items are emailed to the Facilities/Planning Department to be placed on an upcoming Board agenda. After Board approval, items may be picked up by District warehouse or a liquidation company for public auction. Items not picked up for public auction may be sold through a private sale, donated to charitable organization, or disposed of in the local public dump in accordance with Education Code Section 17546.

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

Increase to the General Fund from proceeds of sale.

NE:GJS:pw

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

June 3, 2021

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Chrome Book	Lenovo	73139	Alt. Ed. Center
Laptop	Dell	65717	Alt. Ed. Center
Laptop	Dell	65720	Alt. Ed. Center
Computer	Dell	48386	Alt. Ed. Center
Computer	Dell	44055	Alt. Ed. Center
Computer	Dell	48388	Alt. Ed. Center
Computer	Dell	44025	Special Ed.
Computer	Dell	47792	Special Ed.
Computer	Dell	47766	Special Ed.
Computer	Dell	44105	Special Ed.
Computer	Dell	44090	Special Ed.
Computer	Dell	44100	Special Ed.
Computer	Dell	47854	Special Ed.
Computer	Dell	47768	Special Ed.
Computer	Dell	54802	Special Ed.
Computer	Dell	47764	Special Ed.
Computer	Dell	47776	Special Ed.
Computer	Dell	49871	Special Ed.
Computer	Dell	47772	Special Ed.
Computer	Dell	47770	Special Ed.
Computer	Dell	47774	Special Ed.
Keyboard	Dell		Special Ed.
Keyboard	Dell		Special Ed.
Keyboard	Dell		Special Ed.
Keyboard	Dell		Special Ed.
Keyboard	Dell		Special Ed.
Keyboard	Dell		Special Ed.
Keyboard	Dell		Special Ed.
Keyboard	HP		Special Ed.
Keyboard	Microsoft		Special Ed.
Block Shape Holder			Borba ES
Bookshelf			Borba ES
Play Refrigerator			Borba ES
Play Stove			Borba ES
Play Sink with Shelves			Borba ES
Sink, Stove, etc.			Borba ES
Wood Chairs (6)			Borba ES
Rocking Chairs (2)			Borba ES
Toy China Cabinet			Borba ES

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Doll Houses (2)			Borba ES
Small Tables (2)			Borba ES
Doll Bed			Borba ES
Play Accessories			Borba ES
Trunk of Blocks			Borba ES
Computer	Dell	22937	Chaparral ES
Tower	Dell	46218	Chaparral ES
Monitor	Dell		Chaparral ES
Keyboard	Dell		Chaparral ES
Computer		45136	Hidden Trails ES
Computer		5CV43004Y8	Hidden Trails ES
Computer		45117	Hidden Trails ES
Computer		T318-390YKL	Hidden Trails ES
Computer and Table		44924	Hidden Trails ES
Computer and Table		44929	Hidden Trails ES
Computer and Table		44960	Hidden Trails ES
Computer		44948	Hidden Trails ES
Computer and Table		44927	Hidden Trails ES
Computer		44935	Hidden Trails ES
Computer and Table		44928	Hidden Trails ES
Computer		44932	Hidden Trails ES
Computer and Table		44956	Hidden Trails ES
Computer		44951	Hidden Trails ES
Computer and Table		44949	Hidden Trails ES
Computer		44952	Hidden Trails ES
Computer and Table		44950	Hidden Trails ES
Computer		44957	Hidden Trails ES
Computer		44206	Hidden Trails ES
Computer		44961	Hidden Trails ES
Computer		44214	Hidden Trails ES
Computer and Table		44944	Hidden Trails ES
Computer		44953	Hidden Trails ES
Computer and Table		44919	Hidden Trails ES
Computer		44922	Hidden Trails ES
Computer and Table		44945	Hidden Trails ES
Computer		44958	Hidden Trails ES
Computer and Table		44933	Hidden Trails ES
Computer		44954	Hidden Trails ES
Computer and Table		44936	Hidden Trails ES
Computer		44926	Hidden Trails ES
Computer and Table		45114	Hidden Trails ES
Computer		45137	Hidden Trails ES

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer and Table		44918	Hidden Trails ES
Computer		45128	Hidden Trails ES
Computer and Table		44920	Hidden Trails ES
Computer		44923	Hidden Trails ES
Computer and Table		45110	Hidden Trails ES
Computer		44921	Hidden Trails ES
Computer and Table		45129	Hidden Trails ES
Computer		44947	Hidden Trails ES
Computer		44925	Hidden Trails ES
Computer		44931	Hidden Trails ES
Printer	PagePro	31232	Cal Aero K-8
Printer	PagePro	31240	Cal Aero K-8
Printer	PagePro	31223	Cal Aero K-8
Printer	PagePro	31253	Cal Aero K-8
Smart Airliner			Cal Aero K-8
Keyboards (9)		50999	Cal Aero K-8
Keyboard			Cal Aero K-8
Router		50986	Cal Aero K-8
Router		51051	Cal Aero K-8
Router		50989	Cal Aero K-8
Router		50985	Cal Aero K-8
Router		50902	Cal Aero K-8
Router		50992	Cal Aero K-8
Router		51008	Cal Aero K-8
Router		51040	Cal Aero K-8
Router		51020	Cal Aero K-8
Monitors (8)		60252	Chino Hills HS
Computer	Dell	P-026	Chino Hills HS
Stove	Whirlpool		Chino Hills HS
Platters (6)			Chino Hills HS
Cookie Trays (24)			Chino Hills HS
Cake Pans (41)			Chino Hills HS
Mixer			Chino Hills HS
Blender			Chino Hills HS
Food Process. Tops (3)			Chino Hills HS
Glass Dishes (4)			Chino Hills HS
Stock Pot			Chino Hills HS
Lids (2)			Chino Hills HS
Baking Dishes (4)			Chino Hills HS
Refrigerator		S-766648	Chino Hills HS

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** June 3, 2021

**TO:** Members, Board of Education

**FROM:** Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: BID 20-21-09F, CHINO HS RECONSTRUCTION – OFFSITE IMPROVEMENTS**

=====

**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 20-21-09F, Chino HS Reconstruction – Offsite Improvements was published in the Inland Valley Daily Bulletin on February 11, 2021, and February 18, 2021. Bids were submitted at 1:00 p.m. on April 20, 2021. The results for Bid Package 3 are as follows:

<b>Bid Package</b>	<b># of Bids Received</b>	<b>Low Bidder</b>	<b>Bid Amount</b>
BP 3 – Underground Utilities and Tie-Ins	4	Pro-Craft Construction, Inc.	\$733,000.00

The basic scope of work for this Bid Package includes offsite improvements at Chino HS for sewer line, street lighting, storm drain, fire services, and street improvements.

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

**RECOMMENDATION**

It is recommended the Board of Education award Bid 20-21-09F, Chino HS Reconstruction – Offsite Improvements to Pro-Craft Construction, Inc.

**FISCAL IMPACT**

\$733,000.00 to Building Fund 21.

NE:GJS:AGH:pw

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**DATE:** June 3, 2021

**TO:** Members, Board of Education

**FROM:** Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: BID 20-21-15F, STUDENT BUS UPGRADES – AIR CONDITIONING AND CAMERA SYSTEMS**

=====

**BACKGROUND**

Public Contract Code 20111 requires competitive bidding for most public contracts. School districts are required to competitively bid any contracts for the lease or purchase of equipment, materials, supplies, or services which do not constitute a public project and which are not exempted from competitive bidding and expenditure of more than \$96,700.00 be legally advertised and awarded to the lowest responsible bidder.

A Notice to Contractors Calling for Bid 20-21-15F, Student Bus Upgrades – Air Conditioning and Camera Systems was published in the Inland Valley Daily Bulletin on April 22, 2021, and April 29, 2021. Bids were opened at 10:00 a.m. on May 14, 2021. The results are as follows:

<b>Contractor</b>	<b>Camera System</b>	<b>Air Conditioning System</b>
IVS, Inc. dba AngelTrax	\$ 63,136.94	No bid
Creative Bus Sales, Inc.	\$106,219.85	\$150,747.64
Buswest LLC	\$112,000.00	\$176,000.00

The basic scope of work for this project includes: new air conditioning systems with installation in 9 student buses; and new safety camera systems with installation, software, and training for 33 student buses.

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

## **RECOMMENDATION**

It is recommended the Board of Education award Bid 20-21-15F, Student Bus Upgrades – Air Conditioning and Camera Systems to IVS, Inc. dba AngelTrax for the Camera Systems and Creative Bus Sales, Inc. for the Air Conditioning Systems.

## **FISCAL IMPACT**

\$213,884.58 to General Fund 01.

NE:GJS:AGH:pw



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 3, 2021

**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 BETWEEN CHINO VALLEY UNIFIED SCHOOL DISTRICT AND SPECTRUM CENTER, INC. FOR THE USE OF REAL PROPERTY FOR THE 2021/2022 SCHOOL YEAR**

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**BACKGROUND**

The Chino Valley Unified School District, with the approval of the Board of Education, will continue the license agreement with Spectrum Center, Inc. for the 2021/2022 school year. The license grants a non-exclusive use of facilities for the purpose of operating a California certified private nonpublic school program. Spectrum Center, Inc. will provide a nonpublic school for students at the Alternative Education Center in Rooms 14, 15, 16, 17, 18, 32, and 33.

Nonpublic schools provide “appropriate special educational facilities, special education or designated instruction and services required by the individual with exceptional needs when no appropriate public education program is available.” Spectrum schools recognize the diversity of our student populations and our students’ special needs and provide a full range of support services that complement the academic programs, life skills training, and transition services. Spectrum offers all support services recommended through a student’s individualized education program.

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 Between Chino Valley Unified School District and Spectrum Center, Inc. for the Use of Real Property for the 2021/2022 School Year.

**FISCAL IMPACT**

\$1,143.35 charged to Spectrum Center, Inc. per classroom per month.

NE:GJS:pw

**AMENDED LICENSE AGREEMENT BETWEEN  
CHINO VALLEY UNIFIED SCHOOL DISTRICT  
AND  
SPECTRUM CENTER, INC.  
FOR THE USE OF REAL PROPERTY**

**THIS LICENSE AGREEMENT** (“License” or “Agreement”) is approved and entered into as of this \_\_\_ day of June, 2021 (“Effective Date”), by and between the **CHINO VALLEY UNIFIED SCHOOL DISTRICT**, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (the “LICENSOR”) and **SPECTRUM CENTER, INC.** a California Nonpublic Nonsectarian Certified School (the “LICENSEE”). LICENSOR and LICENSEE may be referred to herein individually as a “Party” or collectively as the “Parties.”

**RECITALS**

WHEREAS, LICENSOR is the owner of certain real property located at 15650 Pipeline Avenue, Chino Hills, CA commonly known as the Alternative Education Center site (“AEC Property”) as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference; and

WHEREAS, LICENSEE desires use of a portion of the AEC Property for operating its private nonpublic school program; and

WHEREAS, LICENSOR is willing to grant to LICENSEE this License for exclusive use of Classrooms 14, 15, 16, 17, 18, 32, and 33 (“Exclusive Use Facilities”) at the AEC Property as well as shared use of the Multi-Purpose Room/Cafeteria, Kitchen, Staff Lounge, Athletic Fields, Paved Play-Space/Basketball Courts, Upper Playground, Restrooms in Buildings A, C, and G, sixty-nine (69) parking spaces, Covered Drop-off/ Pick-up area, and Common Hallways (“Shared Use Facilities”) at the AEC Property in accordance with the terms and conditions of this License;

WHEREAS, the Parties desire by this License to provide for the terms and conditions for the use of the AEC Property.

**AGREEMENT**

NOW, THEREFORE, the parties hereto for good and valuable consideration, covenant and agree as follows:

**Section 1. Grant of License and Use of Shared and Exclusive Use Facilities.**

(a) In consideration of the License Fee set forth in this Agreement, LICENSOR grants a non-exclusive license to LICENSEE to use Classrooms 14, 15, 16, 17, 18, 32, and 33 (“Exclusive Use Facilities”) at the AEC Property, as designated in **Exhibit B**, as well as shared use of the Multi-Purpose Room/Cafeteria, Kitchen, Staff Lounge, Athletic Fields, Paved Play-Space/Basketball Courts, Upper Playground, Restrooms in Buildings A, C, and G, Sixty-Nine (69) Parking Spaces in Front Parking Lot, Covered Drop-off/Pick-up area, and Common Hallways (“Shared Use Facilities”) at the AEC Property, as designated in **Exhibit B**, for the sole purpose of operating LICENSEE’s private nonpublic school program (“Program”).

**Section 2. License Fee**

(a) **License Fee.** LICENSEE shall pay a fee of Eight Thousand Three Dollars and Forty Five Cents (\$8,003.45 per month, for seven (7) classrooms at rate of One Thousand One Hundred Forty-Three Dollars and Thirty Five Cents (\$1,143.35) per classroom, as a License Fee for the use of the Shared Use Facilities and all of the Exclusive Use Facilities. The first payment of \$8,003.45 is due upon execution of this Agreement and subsequent payments are due on or before the first of each month. If LICENSOR does not receive any such monthly payment of the License Fee or any other sum due from LICENSEE by 4:00 p.m. within ten (10) business days after such amount is due, LICENSEE shall pay to LICENSOR, as an additional License Fee, a late charge equal to ten percent (10%) of such overdue amount. LICENSEE acknowledges any late charge assessed shall represent a fair and reasonable estimate of the costs LICENSOR will incur by reason of late payment by LICENSEE. Acceptance of late sums by LICENSOR shall in no event constitute a waiver of LICENSEE’s default with respect to any overdue amount, nor prevent LICENSOR from exercising any of its other rights and remedies granted hereunder.

(b) **Additional Classrooms.** LICENSEE will be charged One Thousand One Hundred Forty Three Dollars and Thirty Five Cents (\$1,143.35) per month for each exclusive use additional classroom added to the Facilities during the one-year Term of this Agreement.

(c) **Disputes.** If LICENSEE disputes any part of the License Fee, LICENSEE shall pay the undisputed portion per the terms provided in Section 2(a) above. LICENSOR and LICENSEE agree the first attempt to resolve the dispute is that LICENSEE shall prepare and send to LICENSOR a written notice of dispute of the License Fee with the following information (1) a statement of facts of the dispute and (2) specific resolution sought by LICENSEE, and within thirty (30) business days from receipt of the notice of dispute, LICENSOR’s representatives shall prepare and send a written response to the dispute. If LICENSEE finds LICENSOR’s written response agreeable, LICENSEE shall prepare and send a written notice indicating the dispute has been resolved. If LICENSEE disagrees with LICENSOR’s written response, LICENSEE shall prepare a written request to informally meet with LICENSOR representatives to resolve the dispute until the dispute has been resolved. Upon resolving the dispute, LICENSEE shall pay LICENSOR the disputed part of the License Fee within three (3) business days.

### **Section 3. Term**

(a) Subject to Section 10 of this License, the term of this License shall be one (1) year ("Term"), unless mutually extended in writing by both parties.

(b) The commencement date shall be July 1, 2021 and unless sooner terminated under any provision hereof, this License shall end on June 30, 2022.

### **Section 4. Conditions of Licensee's Use**

(a) **Civic Center Act.** LICENSEE shall have use of the Shared Use Facilities and the Exclusive Use Facilities for the operation of its Program during its regular school hours; provided, however that after 4:00 PM during each week and all day on weekends and holidays, the AEC Property shall be subject to use by the public pursuant to the Civic Center Act (Education Code section 38130 *et seq.*) and/or any joint use or recreational program use that has been deemed appropriate by LICENSOR.

(b) **Non-Interference with LICENSOR Activities.** This License shall not grant LICENSEE the right to interfere with any activities of LICENSOR at the AEC Property. LICENSEE agrees that it will not engage in any conduct which has the purpose or effect of disrupting or undermining the operation of current programs' use of the AEC Property including the Alternative Education Center, the Chino Valley Learning Academy, the Hope Family Resource Center, and the Sycamore Academy of Science and Cultural Arts-Chino Valley charter school.

(c) **Rules of Conduct.** LICENSEE shall be responsible for implementing rules of public conduct for all students, staff, parent volunteers, and other invitees while on the AEC Property and for ensuring all of LICENSEE's students, staff, parent volunteers, and all other invitees adhere at all times to LICENSEE's standards of public conduct. There is to be no consumption of intoxicating beverages or other controlled substances, smoking, gambling, quarreling, fighting, use of profane language, or indecent exposure on or near the AEC Property. LICENSEE shall ensure its staff, volunteers, and visitors wear identification badges with the word "Spectrum" in a prominent font color and type at all times during LICENSEE's use of the Shared Use Facilities.

(d) **Supervision and Safety.** It shall be the ongoing responsibility of LICENSEE to make continuing efforts to maintain control and supervision of all its students, staff, parent volunteers and other invitees at all times. LICENSEE shall employ staff as may be reasonably necessary to safely operate LICENSEE's Program. All LICENSEE students at the AEC Property shall be accompanied by a LICENSEE employee at all times. LICENSEE shall designate one or more representatives at the AEC Property to be a person of authority in LICENSEE's operational structure and shall ensure that at least one such representative is present and available at the AEC Property during all hours of Program operations. LICENSEE shall complete the requested 24-hour contact information in **Exhibit C**, and return to LICENSOR by July 1, 2021.

(e) **Security; Locks – Keying and Access Authorization.** LICENSEE and LICENSOR acknowledge that LICENSOR is responsible for ensuring the security of the AEC Property through security systems and devices, including, but not limited to locks and gates. LICENSEE is required at all times to maintain the security of the AEC Property by the proper use of all of LICENSOR's security systems. LICENSOR shall retain sole discretion and authority to determine lock style, types of gates, and key/code authorizations at the AEC Property and LICENSEE's Shared Use Facilities and Exclusive Use Facilities. LICENSOR shall provide LICENSEE with one or more set of keys necessary to access the AEC Property, the Shared Use Facilities and Exclusive Use Facilities. Prior to the handing over of any keys to LICENSEE, LICENSEE shall deposit with LICENSOR \$500.00 for each set of keys it is provided with. LICENSOR shall return the deposit, less any costs for lost keys, to the LICENSEE within ten (10) business days of termination of the Agreement. LICENSOR may require that LICENSEE return all keys issued to LICENSEE at any time.

(f) **Utilities.** LICENSEE shall be responsible for payment of utility services costs during LICENSEE's use of the Shared Use Facilities and the Exclusive Use Facilities during the Term. LICENSOR shall secure all necessary utility services (such as water, sewer, power, gas, pest management and insect control, security monitoring/alarm, fire extinguisher maintenance, etc.) and bill LICENSEE monthly for its proportionate share of utility services in the amount of \$1.88 per square foot. The utility services bill is in addition to the monthly license rate of \$1,143.35 per classroom. Said invoice shall itemize LICENSEE's share of the total costs of utility services. LICENSEE shall promptly pay to LICENSOR its share of such utility costs within thirty (30) business days of receipt of such invoice from LICENSOR. LICENSEE shall also be invoiced at the rate of \$20.00 per student per year for access to LICENSOR's data lines which provide Internet service. LICENSEE shall secure phone services at its own cost.

(g) **Access/Scheduling.** LICENSEE will have access to its Exclusive Use Facilities between 6:00 a.m. and 6:00 p.m. on Monday through Friday, and may use Shared Use Facilities during designated times. A proposed daily schedule for LICENSEE's use of Shared Use Facilities is attached as **Exhibit D**. LICENSEE may request use of Shared Use Facilities outside of the designated times by submitting a written request to the LICENSOR at least seven (7) business days in advance of the proposed use. LICENSOR may allow or deny such request at its sole discretion.

(h) **Schedule of Use for Shared Use Facilities.** LICENSOR will confer in good faith with LICENSEE to reach a mutually acceptable schedule for LICENSEE's use of Shared Use Facilities after execution of this Agreement. The proposed schedule in **Exhibit D** for Shared Use Facilities is subject to change based on the LICENSOR's Alternative Education Center program use of Shared Use Facilities and the Sycamore Academy of Science and Cultural Arts-Chino Valley charter school's use of Shared Use Facilities during the 2021-2022 school year. Once a schedule of use for Shared Use Facilities is approved by LICENSOR after execution of this Agreement, LICENSEE shall maintain a copy of the schedule of use for Shared Use Facilities in LICENSEE's office within LICENSEE's Exclusive Use Facilities, and LICENSOR shall maintain a copy of the Shared Use Facilities schedule in LICENSOR's Alternative Education Center's office.

(i) **Conditions for Shared Use Facilities.** LICENSEE shall be responsible for ensuring that all Shared Use Facilities remain clean, in good condition, and in working order after each scheduled use. LICENSEE shall not at any time allow its students, parents, volunteers, or visitors to occupy any part of the Shared Use Facilities without a LICENSEE employee present to supervise. LICENSEE shall not allow its students, employees, volunteers, parents, or visitors to access any portion of the AEC Property that is not specifically allocated for LICENSEE's shared use in this Agreement.

1. **Upper Playground.** LICENSOR shall allow LICENSEE shared use of the Upper Playground but only during designated times. LICENSEE shall ensure student safety at all times when using the Upper Playground, including if applicable, monkey bars, rings, or ladders.
2. **Athletic Fields.** LICENSOR shall allow LICENSEE shared use of the Athletic Fields during the specified times as provided for in **Exhibit D**. LICENSEE shall not remove any of LICENSOR's athletic field equipment from the Athletic Fields.
3. **Paved Play-Space/Basketball Courts.** LICENSOR shall allow LICENSEE shared use of the Paved Play-Space/Basketball Courts during the specified times as provided for in **Exhibit D**. LICENSEE shall not remove any of LICENSOR's play-space equipment from the Paved Play-Space/Basketball Courts.
4. **Sixty-Nine (69) Parking Spaces in Front Parking Lot.** LICENSOR shall allow LICENSEE shared use of the Sixty-Nine (69) Parking Spaces in the Front Parking Lot. LICENSEE agrees that it will not at any time reserve spaces in the Front Parking Lot for LICENSEE's exclusive use. LICENSEE shall not abandon any inoperative vehicles or equipment on any portion of the Front Parking Lot.
5. **Restrooms in Buildings A, C, and G.** LICENSOR shall allow LICENSEE shared use of Restrooms in Buildings A, C, and G. LICENSEE shall immediately report to the Director of Alternative Education Center or his or her designee any unsanitary or unsafe conditions any LICENSEE employees observe in these Restrooms during school hours.
6. **Covered Drop-off/Pick-up.** LICENSOR shall allow LICENSEE shared use of the Covered Drop-off/Pick-up area, located in between Buildings D and G in the Front Parking Lot, only during designated times as provided for in **Exhibit D**. LICENSEE agrees that it will instruct all parents and guardians that once parents and guardians enter the Front Parking Lot from Pipeline Ave, students will only be dropped-off and picked-up at the Covered Drop-Off/Pick-Up Area. LICENSEE agrees that it will ensure its

employees supervise all of LICENSEE's students at all times during drop-off and pick-up at the designated area and at designated times.

7. **Common Hallways.** LICENSOR shall allow LICENSEE students shared use of the Common Hallways, but only to the extent necessary, for ingress and egress to Shared Use Facilities described above, and only when supervised at all times by a LICENSEE employee.

(j) **Conditions for Exclusive Use Facilities.** LICENSEE shall be responsible for ensuring that all Exclusive Use Facilities (Classrooms 14, 15, 16, 17, 18, 32 and 33 remain in good condition, clean, and in working order during LICENSEE's use.

(k) **School Hours; Holiday/Break Schedule.** LICENSEE shall complete the requested school hours and holiday/break schedule in **Exhibit C** and provide LICENSOR with the requested information after execution of this Agreement on or before July 1, 2021. If there are any changes to LICENSEE's school hours and/or its holiday/break schedule, LICENSEE shall provide the new hours and/or its holiday/break schedule within seven (7) business days to LICENSOR.

(l) **Meetings.** LICENSEE may submit a written request for a meeting with the Director of Alternative Education Center as necessary to discuss scheduling, calendaring, upcoming events and/or any other operational issues that may arise with LICENSEE's shared use space. When an emergency arises that involves LICENSEE students' use of Shared Use Facilities, LICENSEE may contact the Director of Alternative Education Center by phone and/or submit a written request for an emergency meeting by email.

(m) **Entrance to Facilities.** LICENSEE shall be responsible for ensuring all of its students, parents, volunteers, and visitors utilize one main gate for entry and exit to LICENSEE's Exclusive Use Facilities from the Front Parking Lot, depicted with a "Y" as LICENSEE's Main Entrance and Exit in **Exhibit B**.

(n) **Emergency Procedures/Drills.** LICENSOR shall provide LICENSEE with LICENSOR's emergency, evacuation, and security procedures to be followed at all times by LICENSEE on all areas of the AEC Property. LICENSEE's site supervisor shall meet with the Director of Alternative Education during August 2019 to identify and discuss dates throughout the year for emergency procedures/ drills. LICENSEE employees and students shall cooperate with and participate in all LICENSOR's lockdowns, emergency drills, and fire drills required by LICENSOR at the AEC Property.

(o) **Student Discipline.** The Director of Alternative Education will collaborate with Spectrum Center site supervisor to resolve student disciplinary issues that involve students and/or property of LICENSEE and LICENSOR, the Alternative Education Center, the Chino Valley Learning Academy, and the Sycamore Academy of Science and Cultural Arts-Chino Valley charter school, according to LICENSOR's Board

Policies and Administrative Regulations regarding student discipline. LICENSEE shall not contact Sycamore Academy of Science and Cultural Arts-Chino Valley charter school representatives regarding student discipline issues. LICENSOR shall have no legal responsibility at any time for the control or the discipline of any of LICENSEE's students.

(p) **Maintenance of Facilities.** LICENSOR shall maintain and perform major maintenance and repairs to LICENSEE's Shared Use Facilities and Exclusive Use Facilities to the same standard as the AEC Property. However, LICENSEE shall be responsible for and shall pay for any repairs or replacements of any character whatsoever which are occasioned or are made necessary by reason of the negligence or misuse of its Exclusive Use Facilities by LICENSEE's students, employees or invitees. LICENSEE shall notify LICENSOR immediately of any such damage caused to the Shared Use Facilities and the Exclusive Use Facilities. In the event that LICENSEE fails to maintain or repair its Exclusive Use Facilities, LICENSOR may, at LICENSOR's sole discretion, undertake any maintenance or repair of the Exclusive Use Facilities and LICENSEE shall reimburse LICENSOR for the costs of such repairs or maintenance within thirty (30) business days of invoice by LICENSOR.

(q) **Clean-up of Facilities.** LICENSOR shall be responsible for the clean-up of the Shared Use Facilities and the Exclusive Use Facilities and any other portion of the AEC Property used by the LICENSEE at the close of each and every day. The cost to LICENSOR for these efforts shall be included in the monthly license charge to LICENSEE. Additionally, under no circumstances during the term of this License shall LICENSEE use or cause to be used in the Shared Use Facilities and the Exclusive Use Facilities any hazardous or toxic substances or materials, and under no circumstance during the term of this License shall LICENSEE store or dispose of any such substances or materials on the Shared Use Facilities and the Exclusive Use Facilities. All cleaning agents brought onto the AEC Property by LICENSEE must conform to LICENSOR's existing list of permissible cleaning agents. In the event LICENSOR becomes aware of any hazardous or toxic substances or unapproved cleaning agents stored within the AEC Property used by LICENSEE, LICENSOR may dispose of said cleaning agents at its discretion and at no cost to LICENSOR.

(r) **Alterations, Additions, and Improvements.** LICENSEE shall have no right to make any alterations and additions to the Shared Use Facilities and the Exclusive Use Facilities at the AEC Property, or to construct or install any improvements to the Shared Use Facilities and the Exclusive Use Facilities at the AEC Property without receiving the prior written consent of the LICENSOR, and if required, the Division of the State Architect ("DSA"). Unless otherwise specified in this Agreement, such written consent shall be obtained exclusively from the LICENSOR's Superintendent or designated representative, and consent obtained from any other source shall be invalid. LICENSOR's approval of any alterations, additions, and improvements, including the construction schedule and work hours, shall be at the LICENSOR's sole and absolute discretion. LICENSOR shall not be required by LICENSEE to make any alterations or improvements to the AEC Property or to the LICENSEE's Shared or Exclusive Use Facilities during the term of this Agreement.



(s) **Assumption of Risk.** LICENSEE acknowledges and agrees that by LICENSEE's use of the AEC Property, LICENSEE assumes all risk of loss or damage to property, including, without limitation, property damage, and all risk of personal injury, including but not limited to death, attributable to any cause other than the gross negligence or unlawful conduct of LICENSOR. LICENSEE further agrees that it is familiar with the condition of the AEC Property and the suitability of the AEC Property for LICENSEE's intended use and knowingly accepts the AEC Property on an "AS-IS" "WHERE-IS" basis. The Shared Use Facilities and the Exclusive Use Facilities are provided in as-is condition and LICENSOR makes no representation or warranty of any kind regarding the condition of the Facilities. LICENSEE forever releases LICENSOR, its agents, directors, officers or employees from and against any and all of LICENSEE's claims, causes of action, liabilities and expenses arising out of or relating to any such loss, damage, or injury. LICENSOR, its agents, directors, officers or employees shall not be responsible or liable for loss or damages by reason of fire, theft, collision or any other cause to parked vehicles or their contents, provided no unlawful act of LICENSOR or its employees resulted in the loss or damages. This is a license. No bailment is created. LICENSOR's employees are not authorized to change, or accept changes to, the terms contained herein.

(t) **Access.** LICENSEE shall permit LICENSOR, its agents, representatives or employees, to enter upon LICENSEE's Exclusive Use Facilities as agreed herein for the purpose of inspecting same or to make repairs, alterations, or additions to any portion of the AEC Property. LICENSEE shall attempt to give reasonable notice where practicable but shall not be obligated to do so in the event of emergency or imminent threat to health or safety of occupants, or circumstances that risk further imminent damage or destruction to the AEC Property, or jeopardize the operation of the AEC Property including, but not limited to, the safety and sanitary condition of the AEC Property.

(u) **Program Costs/Supplies/Equipment.** All LICENSEE program costs, supplies, furniture, and/or equipment shall be the sole cost and responsibility of LICENSEE. Upon termination of this Agreement, LICENSEE shall remove all of LICENSEE's supplies, furniture, and/or equipment from the AEC Property at no cost to LICENSOR.

(v) **Signs.** LICENSEE shall not have the right to place, construct or maintain any sign, advertisement, awning, banner, or other external decorations on the buildings or other improvements that are a part of the AEC Property without LICENSOR's prior written consent, which consent may be withheld or conditioned at LICENSOR's discretion.

(w) **No LICENSOR Affiliation/Endorsement.** LICENSEE shall not imply, indicate or otherwise suggest that the LICENSEE's Program and/or any related activities are connected or affiliated with, or are endorsed, favored or supported by, or are opposed by the LICENSOR. No signage, flyers or other material may reference the LICENSOR, any school name, logo or mascot, except to indicate the location of Program.

## Section 5. Insurance

(a) **Public Liability and Property Insurance.** LICENSEE agrees to maintain in full force and effect during the Term of the License a suitable policy or policies of public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with LICENSEE's use of the Shared Use Facilities and the Exclusive Use Facilities. Such insurance shall be in amounts not less than one million (\$1,000,000) per occurrence; three million (\$3,000,000) for general aggregate and one million (\$1,000,000) for property damage.

(b) **Automobile Liability.** LICENSEE also agrees to maintain in full force and effect with regard to any LICENSEE owned vehicles which LICENSEE brings onto the AEC Property a policy for all owned, non-owned, borrowed, leased or hired automobiles in an amount not less than one million (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including: blanket contractual, broad form property damage, products/completed operations; and personal injury during the Term of the License.

(c) **Workers' Compensation.** LICENSEE shall also maintain, in full force and effect during the Term of this License, Workers' Compensation Insurance in accordance with the laws of California, and employers' liability insurance with a limit of not less than one million (\$1,000,000) per employee and one million (\$1,000,000) per occurrence.

(d) **Notice: Additional Named Insured.** All insurance required under this Agreement shall be issued as a primary policy and contain an endorsement requiring thirty (30) business days written notice from the insurance company to both parties hereto before cancellation or change in coverage, scope or amount of any policy. LICENSOR, its Board of Education, directors, officers, agents, employees, and consultants, shall be designated as additional named insured.

(e) **Insurance Endorsements.** Concurrent with the execution of the License and prior to any use by LICENSEE of the Shared Use Facilities and the Exclusive Use Facilities, LICENSEE will provide LICENSOR with an endorsement(s) verifying such insurance and the terms described herein. LICENSEE shall not be allowed any use of the Shared Use Facilities and the Exclusive Use Facilities until it has provided all required insurance documentation to LICENSOR.

(f) **Expiration/Cancellation of Insurance Policies.** LICENSEE shall, at least twenty (20) business days prior to the expiration of all such policies, furnish LICENSOR with renewals or binders. No such policy shall be cancelled or subject to reduction of coverage or other modification or cancellation except after thirty (30) business days prior written notice to LICENSOR by the insurer.

(g) **Coverage.** LICENSEE shall maintain applicable insurance based upon coverage for the number of persons employed by LICENSEE. LICENSEE shall

provide LICENSOR with written notice of the number of employees that LICENSEE's insurance covers and the number of employees employed by LICENSEE at the AEC property quarterly on September 30, 2021, December 30, 2021, March 31, 2022, and May 30, 2022.

(h) **Additional Coverage.** LICENSOR may, at its discretion, require additional insurance coverage or additional limits based upon the nature of LICENSEE's activities. Any waiver or modification of these insurance requirements can only be made with the prior written approval of the CVUSD Superintendent or designee.

(i) **Waiver of Subrogation.** LICENSOR and LICENSEE each hereby waive any and all rights of recovery against the other or against the officers, employees, agents, and representatives of the other, on account of loss or damage occasioned to such waiving Party or its property or the property of others under its control to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of such loss or damage. LICENSEE shall, upon obtaining the policies of insurance required under this Agreement, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Agreement.

## **Section 6. Indemnification**

(a) **LICENSEE's Indemnification of LICENSOR.** With the exception of any liability, claims, or damages caused by the negligence or willful misconduct of the LICENSOR, LICENSEE shall ("Indemnifying Party") indemnify, hold harmless and defend, release and protect the District as LICENSOR, its affiliates, successors and assigns, and its officers, board members, employees, and agents ("Indemnified Party" or "Indemnified Parties") against and from any and all claims, demands, actions, causes of action, suits, losses, liabilities, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorneys' fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Indemnified Party or Indemnified Parties that may be asserted or claimed by any person, firm, or entity for any injury, death or damage to any person or property occurring in, on or about the AEC Property arising from, or in connection with (a) LICENSEE's use of the shared or exclusive use space at the AEC Property including without limitation, the operation of LICENSEE's program, or (b) in connection with the operation of LICENSEE's Program at the AEC Property, including without limiting the generality of the foregoing:

1. Any default by LICENSEE in the observance or performance of any of the terms, covenants, or conditions of this Agreement on LICENSEE's part to be observed or performed;
2. The use or occupancy of the shared or exclusive use space at the AEC Property by LICENSEE or any person claiming by, through or under LICENSEE or LICENSEE's employees, agents, representatives, contractors, directors, officers, partners, trustees, volunteers, visitors or invitees, successors and/or assigns or any such person in, on or about the AEC Property

either prior to, during, or after the expiration of the Term of this Agreement (“Liability” or “Liabilities”); and

3. Any claim by a third party that LICENSOR is responsible for any actions of LICENSEE in connection with any use of the AEC Property or in any way related to this Agreement.

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

(b) **LICENSOR’s Indemnification of LICENSEE.** With the exception of any liability, claims, or damages caused by the negligence or willful misconduct of LICENSEE, LICENSOR shall (“Indemnifying Party”) indemnify, hold harmless and defend, release and protect LICENSEE, its affiliates, successors and assigns, and its officers, board members, employees and agents (“Indemnified Party” or “Indemnified Parties”) against and from any and all claims, demands, actions, causes of action, suits, losses, liabilities, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorneys’ fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Indemnified Party or Indemnified Parties that may be asserted or claimed by any person, firm, or entity for any injury, death or damage to any person or property occurring in, on or about the AEC Property arising from, or in connection with (a) LICENSOR’s use of the AEC Property including without limitation, the operation by LICENSOR of operations on the AEC Property, or (b) in connection with LICENSOR’s operations at the AEC Property, including without limiting the generality of the foregoing:

1. Any default by LICENSOR in the observance or performance of any of the terms, covenants, or conditions of this Agreement on LICENSOR’s part to be observed or performed;
2. The use or occupancy of the shared or exclusive use space at the AEC Property by LICENSOR or any person claiming by, through or under LICENSOR or LICENSOR’s board members, employees, agents, representatives, contractors, licensees, directors, officers, partners, trustees, volunteers, visitors or invitees, successors and/or assigns or any such person in, on or about the AEC Property either prior to, during, or after the expiration of the Term of this Agreement (singularly “Liability” or collectively “Liabilities”); and
3. Any claim by a third party that LICENSEE is responsible for any actions of LICENSOR in connection with any use or occupancy of the AEC Property or in any way related to this Agreement.

LICENSOR’s obligation to defend LICENSEE and the other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of

any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

(c) The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

**Section 7. Damage/Destruction**

LICENSOR shall not be liable for any damage, destruction, injury or death resulting from or arising in connection with the exercise of this License by LICENSEE or any person or entity claiming through LICENSEE, or any of LICENSEE's agents, employees, contractors, invitees, or visitors.

**Section 8. Notice**

(a) Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

If to LICENSOR: Chino Valley Unified School District  
Assistant Superintendent, Facilities, Planning, and  
Operations  
5130 Riverside Drive  
Chino, CA 91710

If to LICENSEE: Spectrum Center, Inc.  
c/o ChanceLight  
1321 Murfreesboro Pike, Suite  
702 Nashville, TN 37217

(b) Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

**Section 9. Compliance with All Laws**

(a) LICENSEE shall comply with all requirements of all governmental authorities, in force either now or in the future, affecting the AEC Property. LICENSEE shall, at all times during its use of the AEC Property, comply with all laws, regulations and ordinances of all such authorities, in force either now or in the future, including, without limitation, all applicable federal, state and local laws, regulations, and ordinances pertaining to air and water quality, hazardous material, waste disposal, air pollution and all other environmental matters, and the California Environmental Quality Act. LICENSEE

shall be responsible for obtaining and maintaining throughout the Term of the Agreement all required permits, licenses, approvals from any local, state, or federal agency for LICENSEE's use of the AEC Property and LICENSEE's operation of its Program.

(b) LICENSEE shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements required by Education Code section 45125.1 and other applicable laws for all LICENSEE employees, contractors, vendors, agents and other individuals LICENSEE allows on the AEC Property. LICENSEE shall provide LICENSOR copies of all documentation associated therewith.

## **Section 10. Revocation/Termination**

(a) **Revocation.** During the Term, this Agreement shall be revocable by LICENSOR at any time upon thirty (30) business days written notice, in the event LICENSOR decides in its sole discretion, that (1) LICENSOR requires use of the Shared Use Facilities and the Exclusive Use Facilities; (2) LICENSEE's use of all of the Shared Use Facilities and the Exclusive Use Facilities is in violation of any provision of this Agreement.

(b) **Termination.** Either party may terminate this License for any or no reason, upon thirty (30) business days written notice to the other party at the address set forth herein. LICENSOR may terminate the Agreement immediately if LICENSOR determines, in its sole discretion that an unsafe or dangerous condition at the AEC Property exists and provides written notice of such termination to LICENSEE.

(c) **Effect of Termination.** Upon termination of this License, LICENSEE shall immediately vacate the Shared Use Facilities and the Exclusive Use Facilities and restore the Exclusive Use Facilities to its condition as of the Effective Date, within thirty (30) business days at the exclusive cost of LICENSEE unless LICENSOR provides written notice otherwise. If LICENSEE causes LICENSOR to terminate the Agreement, LICENSOR shall have the right to enter LICENSEE's Exclusive Use Facilities and remove all persons and personal property from the spaces, such property being removed and stored in a public warehouse or elsewhere at LICENSEE's sole cost and expense. Any payments made by LICENSEE shall be credited proportionately to the amounts owed by LICENSEE under this Agreement. No entry by LICENSOR shall prevent LICENSOR from later terminating this Agreement by written notice.

(d) **Reversion.** Upon revocation or termination of this Agreement, all of LICENSEE's rights to use the Shared Use Facilities and the Exclusive Use Facilities at the AEC Property and LICENSOR's furnishings and equipment thereon, if any, shall revert to LICENSOR. Upon revocation or termination of this Agreement, LICENSOR shall recoup the full rights and benefits of use of the Shared Use Facilities and the Exclusive Use Facilities at the AEC Property.

## **Section 11. Dispute Resolution**

Notwithstanding anything in this Agreement to the contrary, disputes between LICENSEE and LICENSOR regarding this Agreement, including the alleged violation, or misinterpretation of this Agreement shall be resolved using the dispute resolution process identified below:

1. The Party initiating the dispute resolution process shall prepare and send to the other Party a Notice of Dispute that shall include the following information: (i) the name, addresses and phone numbers of designated representatives of the Party (the designated representatives must be employees of LICENSEE or LICENSOR); (ii) a statement of the facts of the dispute, including all information regarding the Parties' prior attempts to resolve the dispute; (iii) the specific sections of this Agreement that are in dispute; and (iv) the specific resolution sought by the Party.
2. Within twenty (20) business days from receipt of the Notice of Dispute the representatives from LICENSEE shall meet with representatives from LICENSOR in an informal setting to attempt to resolve the dispute.

## **Section 12. Official Representatives**

The official representative for LICENSOR shall be Norm Enfield, Ed.D., Superintendent or his designee. The official representative for LICENSEE shall be Kyle M. Farris, its Executive Vice President & CFO or his designee.

## **Section 13. Assignment**

LICENSEE shall not assign this Agreement or any rights, benefits, liabilities and obligations hereunder, to any person or business entity. Any attempt by LICENSEE to assign this Agreement shall automatically terminate the Agreement.

## **Section 14. Employees/Independent Contractors**

For purposes of this License, all persons employed by LICENSEE in the performance of services and functions with respect to this License shall be deemed employees of LICENSEE and no LICENSEE employee shall be considered as an employee of the LICENSOR under the jurisdiction of LICENSOR, nor shall such LICENSEE employees earn or accrue any LICENSOR pension, civil service, or other status while an employee of the LICENSEE. LICENSEE shall have no authority to contract on behalf of LICENSOR. It is expressly understood and agreed by both parties hereto that LICENSEE, while engaged in carrying out and complying with any terms of this License, is not acting as an agent, officer, or employee of LICENSOR.

## **Section 15. Independent Status**

This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

## **Section 16. Entire Agreement of Parties; Amendment**

This License constitutes the entire understanding between the parties with respect to the subject matter thereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. The terms of this License shall not be altered in any way except in writing executed by both Parties.

## **Section 17. Legal Interpretation**

The Parties expressly understand and agree that this License constitutes a non-exclusive license for LICENSEE's use of the Exclusive Use Facilities and the Shared Use Facilities at the AEC Property and LICENSEE agrees not to contest the validity of the form of this Agreement in any action or proceeding brought by LICENSEE against LICENSOR, or by LICENSOR against LICENSEE. LICENSEE acknowledges and agrees that a non-exclusive license is a valid form of agreement for LICENSEE's use of LICENSOR's AEC Property. This License shall be governed by the laws of the State of California. The Parties further agree any action or proceeding brought to enforce the terms and conditions of this Agreement shall be filed in the Superior Court of San Bernardino County, California. This License is not intended by the Parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. Should either Party be compelled to institute legal or other proceedings against the other for or on account of the other Party's failure or refusal to perform or fulfill any of the covenants or conditions of this License on its part to be performed or fulfilled, the Parties agree that the legal rules and principles applicable to licenses shall govern such actions or proceedings.

## **Section 18. Taxes**

LICENSEE shall be liable for any and all taxes which may be levied or assessed upon the AEC Property which are attributable to LICENSEE's use under this Agreement. LICENSEE, understands and agrees that in accepting this Agreement, LICENSEE may be subject to such possible taxes and that payment of any such tax by LICENSEE shall not reduce any Fee due to LICENSOR hereunder and that such tax shall be the sole liability of and be paid by LICENSEE.

## **Section 19. Other Provisions**

(a) **Waiver**. The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant,



condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

(b) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

(c) **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

(d) **Captions.** The captions contained in this Agreement are for convenience only and shall not in any way thereof affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.

(e) **Severability.** Should any provision of this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

(f) **Nondiscrimination.** In utilizing this License, LICENSEE shall not at any time discriminate against any person on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Penal Code section 422.55, including immigration status.

(g) **Incorporation of Recitals and Exhibits.** The Recitals and Exhibits A, B, C, and D are attached hereto and incorporated herein by reference.

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

(i) **Attorneys' Fees.** Each Party shall bear its own respective costs, expenses, and attorneys' fees in all matters or litigation concerning this Agreement.



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

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

Abstentions: \_\_\_\_\_

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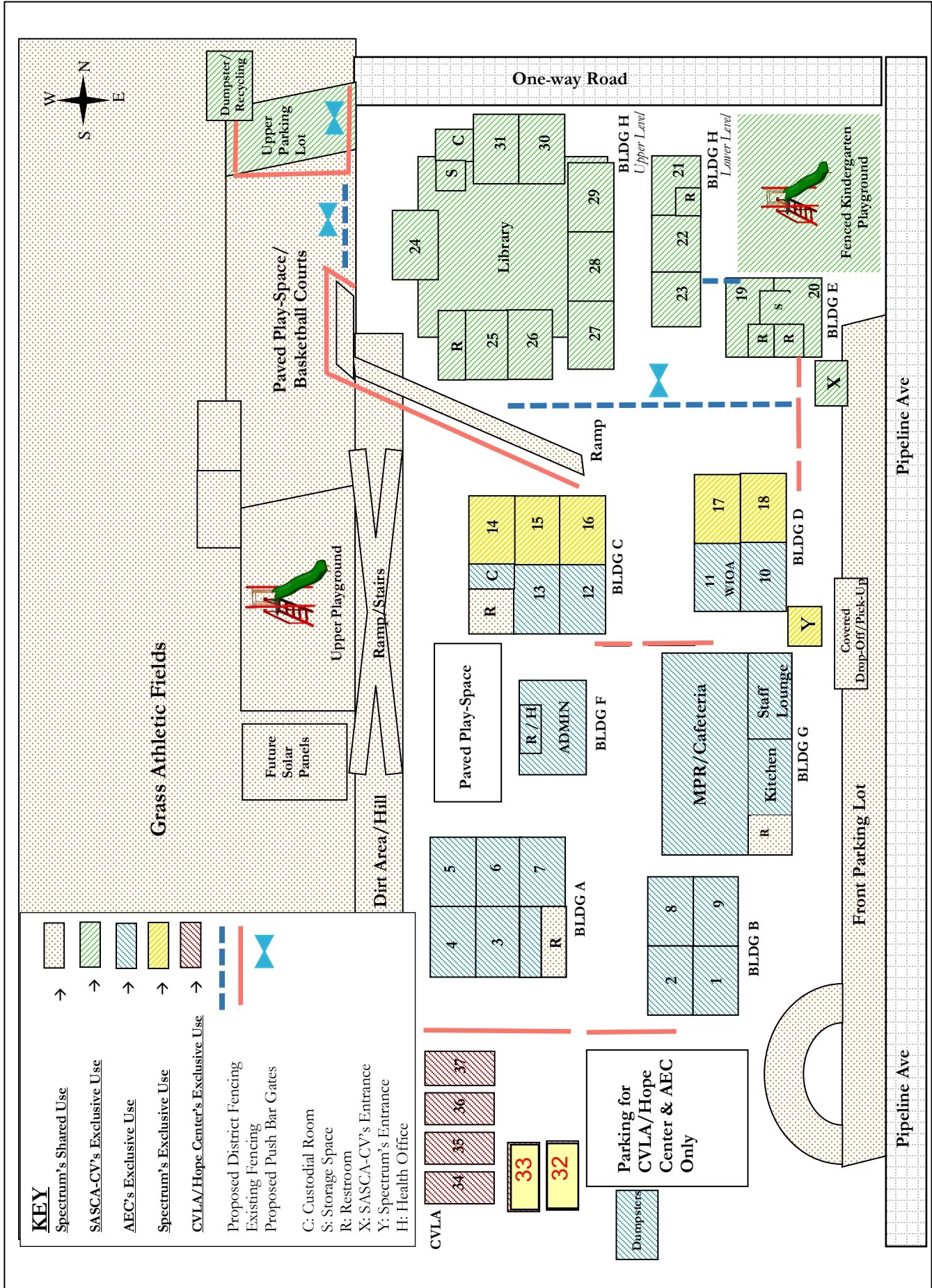
Dr. Norm Enfield, Ed.D., Superintendent  
Secretary, Board of Education

## DESCRIPTION OF PROPERTY

Legal Description: APNs #1030-041-02, 1030-041-02-W-000,  
1030-041-02-W-001, 1030-041-02-W-002

Description: 15650 Pipeline Avenue  
Chino Hills, CA 91709

SITE PLAN - LOS SERRANOS SCHOOL SITE



**KEY**

- Spectrum's Shared Use
- SASGA-CV's Exclusive Use
- AEC's Exclusive Use
- Spectrum's Exclusive Use
- CVLA/Hope Center's Exclusive Use

Proposed District Fencing  
 Existing Fencing  
 Proposed Push Bar Gates

C: Custodial Room  
 S: Storage Space  
 R: Restroom  
 X: SASGA-CV's Entrance  
 Y: Spectrum's Entrance  
 H: Health Office

**SPECTRUM CENTER INFORMATION  
FOR LICENSE AGREEMENT**

**I. SPECTRUM CENTER CONTACT INFORMATION**

*Executive Director/CEO*

Name: Randy Asmo

Cell Phone: 614-893-4058

Office Phone: 614-893-4058

Email: randy.asmo@chancelight.com

*On-Site Principal or Administrator in Charge*

Name: Adolph Stone

Cell Phone: 909-680-2808

Office Phone: 909-680-2808

Email: astone@spectrumschools.com

*On-Site Assistant Principal or Administrator in Next Charge*

Name: Melissa Elvidge

Cell Phone: 714-473-1142

Office Phone: 714-473-1142

Email: melvidge@spectrumschools.com

**II. SPECTRUM CENTER SCHOOL HOURS**

Start of School Day: 8:25am

End of School Day: 2:25pm

**III. SPECTRUM CENTER HOLIDAY BREAKS**

List of Holidays / Breaks: TBD  
\_\_\_\_\_  
\_\_\_\_\_

**PROPOSED  
SCHEDULE FOR USE OF SHARED SPACE  
AT THE LOS SERRANOS SCHOOL SITE**

SHARED SPACE	SCHEDULE
MPR/Cafeteria/Kitchen	Spectrum Lunch: 12:15 PM – 12:45 PM
Staff Lounge	Spectrum Use as needed
Upper Playground	Spectrum PE: 8:25 AM – 9:10 AM Lunch: 12:15 PM – 12:45 PM  CVLA 12:35 PM – 1:25 PM  SASCA-CV Possible PE times: 9:20 AM – 10:20 AM Possible lunch times: 11:30 AM – 12:10 AM
Athletic Fields	Spectrum 8:25 AM – 9:10 AM Lunch: 12:15 PM – 12:45 PM  CVLA 12:35 PM – 1:25 PM  SASCA-CV Possible PE times: 9:20 AM – 10:20 AM Possible lunch times: 11:30 AM – 12:10 AM
Paved Play-Space/Basketball Courts	Spectrum 8:25 AM – 9:10 AM Lunch: 12:15 PM – 12:45 PM  CVLA 12:35 PM – 1:25 PM  SASCA-CV Possible PE times: 9:20 AM – 10:20 AM Possible lunch times: 11:30 AM – 12:10 AM
Restrooms in Buildings A, C, and G	Spectrum Use as needed

**PROPOSED  
SCHEDULE FOR USE OF SHARED SPACE  
AT THE LOS SERRANOS SCHOOL SITE**

SHARED SPACE	SCHEDULE
Sixty-nine (69) Parking Spaces in the Front Parking Lot	Spectrum Use as needed
Common Hallways	Spectrum Use as needed
Covered Drop-off and Pick-up Area	<p align="center"><b><u>DROP-OFF</u></b></p> <p align="center">Spectrum 8:00 AM – 8:25 AM</p> <p align="center">SASCA-CV 7:30 AM – 8:30 AM</p> <p align="center"><b><u>PICK-UP</u></b></p> <p align="center">Spectrum 2:15 PM – 2:35 PM</p> <p align="center">SASCA-CV Grades TK/K 1:00 PM – 1:25 PM</p> <p align="center">SASCA-CV Grades 1 – 5 2:45 PM – 3:15 PM</p> <p align="center">SASCA-CV Fridays 12:00 PM – 12:45 PM</p>



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 3, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Richard Rideout, Assistant Superintendent, Human Resources  
Isabel Brenes Ed.D., Director, Human Resources  
Eric Dahlstrom, Ed.D., Director, Human Resources  
**SUBJECT: CERTIFICATED/CLASSIFIED PERSONNEL ITEMS**

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**BACKGROUND**

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

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

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

NE:RR:IB:ED:mcm

**CERTIFICATED PERSONNEL**

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE DATE</u></b>
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**CERTIFICATED MANAGEMENT PERSONNEL FOR THE 2020/2021 SCHOOL YEAR****RETIREMENT**

FROMDAHL, Julie (15 years of service)	Assistant Principal - JHS	Townsend JHS	06/30/2021
FARLEY, Yvette (24 years of service)	Director	Access & Equity	07/01/2021

**RESIGNATION**

HOLBROOK, Jessica	Assistant Principal - HS	Don Lugo HS	06/30/2021
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**CERTIFICATED PERSONNEL FOR THE 2020/2021 SCHOOL YEAR****PLACED ON THE 39 MONTH REHIRE LIST**

SNELL, Melissa	Special Education Teacher	Glenmeade ES	05/19/2021
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**RETIREMENT**

HAINES, Angela (22 Years of Service)	Elementary Teacher	Country Springs ES	05/29/2021
INGRAM, Carol (32 years of service)	Elementary Teacher	Dickey ES	05/29/2021
ALLEN, Billie (26 Years of Service)	Elementary Teacher	Newman ES	05/29/2021
CURTIN, Helen (30 Years of Service)	Elementary Teacher	Oak Ridge ES	05/29/2021

**RESIGNATION**

BUSTOS, Velouria	Science Teacher	Chino Hills HS	05/28/2021
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**APPOINTMENT – EXTRA DUTY**

BRIGGS, Gary (NBM)	Band (B)	Ayala HS	06/04/2021
CANCHOLA, Shannon (NBM)	Band (B)	Ayala HS	06/04/2021
KAMINSKA PALARCZYK, Natalia (NBM)	Band (B)	Ayala HS	06/04/2021
MCLAURIN, Ernest (NBM)	Band (B)	Ayala HS	06/04/2021
PAGE, Justin (NBM)	Band (B)	Ayala HS	06/04/2021
RICO, Jessica (NBM)	Band (B)	Ayala HS	06/04/2021
SULLIVAN, Michael (NBM)	Band (B)	Ayala HS	06/04/2021
VAN DERPOEL, Darren (NBM)	Band (B)	Ayala HS	06/04/2021
WAINWRIGHT, Jordan (NBM)	Band (B)	Ayala HS	06/04/2021
CROCKEM, Ronald (NBM)	Track & Field (B)	Chino HS	06/04/2021

**CERTIFICATED PERSONNEL** (cont.)

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE DATE</u></b>
<b><u>APPOINTMENT – EXTRA DUTY</u></b> (cont.)			
CARDENAS CASILLAS, Luis (NBM)	Band (B)	Chino Hills HS	06/04/2021
BARONE, Andrew (NBM)	Band (B)	Chino Hills HS	06/04/2021
ESTUDILLO, Alexa (NBM)	Colorguard (B)	Chino Hills HS	06/04/2021
GROM, Ian (NBM)	Band (B)	Chino Hills HS	06/04/2021
HARTMAN, Chadd (NBM)	Band (B)	Chino Hills HS	06/04/2021
JOHNSON, Tsutae (NBM)	Cheer (B)	Chino Hills HS	06/04/2021
MAPES, John (NBM)	Band (B)	Chino Hills HS	06/04/2021
MORIARTY, Timothy (NBM)	Band (B)	Chino Hills HS	06/04/2021
PROBST, Jonathan (NBM)	Band (B)	Chino Hills HS	06/04/2021
SIDELL, Bailey (NBM)	Band (B)	Chino Hills HS	06/04/2021
TERRY, Mykeal	Swim (B)	Chino Hills HS	06/04/2021
URBINA Jr., Erick (NBM)	Band (B)	Chino Hills HS	06/04/2021
VANG, Andrew (NBM)	Band (B)	Chino Hills HS	06/04/2021
WILSON, Zachary (NBM)	Band (B)	Chino Hills HS	06/04/2021
MILLER, Tyler (NBM)	Band (B)	Don Lugo HS	06/04/2021

**APPOINTMENT – SUMMER SCHOOL ADMINISTRATORS**

GONZALES, Denise	Principal	Don Lugo HS	06/23/2021
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**APPOINTMENT – SUMMER SCHOOL TEACHERS**

BOURNE, Lisette	Art Fundamentals	Ayala HS	06/04/2021
GONZALEZ, Robert	Integrated Math 2	Ayala HS	06/04/2021
MAKOROW, Steven	English 9CP	Ayala HS	06/04/2021
TORRES, Armando	Integrated Math 3	Ayala HS	06/04/2021
URENA, Luis	US History	Ayala HS	06/04/2021
ANDRADE, Karina	Art Fundamental	Chino HS	06/04/2021
EBEL, Lance	Chemistry and Chem/Earth Syst	Chino HS	06/04/2021
LERMA, Breanne	English 11CP	Chino HS	06/04/2021
PARRELL, Jessica	World History	Chino HS	06/04/2021
KILLINGER, Greg	Physical Education	Chino Hills HS	06/04/2021
SCOT, Drew	Physical Education 10-12	Chino Hills HS	06/04/2021
TERRY, Mykeal	World History	Chino Hills HS	06/04/2021
MONTANEZ, Antonio	English 9CP	Don Lugo HS	06/04/2021
THIGPEN, William	English 9CP	Don Lugo HS	06/04/2021
VIVANCO, Lora	English 9CP	Don Lugo HS	06/04/2021

**CLASSIFIED PERSONNEL**

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

**RESIGNATION**

ENRIQUEZ, Allison	Occupational Therapist (SELPA/GF)	Special Education	06/01/2021
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**HIRED AT THE APPROPRIATE PLACEMENT ON THE CLASSIFIED SALARY SCHEDULE**

**APPOINTMENT**

SUAREZ, Aurelio	Bus Driver (GF)	Transportation	07/06/2021
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**CHANGE IN ASSIGNMENT**

SNEATH, Kimberly	FROM: Playground Supervisor (GF) 1.75 hrs./180 work days	Magnolia JHS	07/06/2021
	TO: IA/Special Education (SELPA/GF) 5 hrs./181 work days	Cal Aero K-8	

**ADDITIONAL ASSIGNMENT**

GANDARA, Carolyn	Health Technician (GF)	Rhodes ES	08/03/2021
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**APPOINTMENT – SUPPLEMENTAL INSTRUCTION – SUMMER SCHOOL**

SEIFERT, Teresa	Nutrition Services Manager I (NS)	Walnut ES	06/02/2021
KAULULAAU, Deanna	Custodian I (SS)	Ayala HS	06/07/2021
CASILLAS, Sylvia	Secondary Library/Media Center Assistant (SS)	Chino HS (at Magnolia)	05/25/2021

**PLACED ON 39 MONTH RE-EMPLOYMENT LIST**

SHELTON, Lola	Central Kitchen Assistant I (NS)	Ramona JHS	05/20/2021
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**CLOSING OF OFFICIAL RECORDS**

MORENO, Elizabeth	Bus Driver (GF)	Transportation	05/14/2021
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**RESIGNATION**

HOBBS, Tammy	IA/Special Education/SH (SELPA/GF)	Ayala HS	05/27/2021
DACOSTA, Debora	IA/Special Education/SH (SELPA/GF)	Don Lugo HS	07/01/2021

**CLASSIFIED PERSONNEL** (cont.)

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE DATE</u></b>
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**RETIREMENT**

OBERG, Carol (34 Years of Service)	ASB Student Store Clerk (GF)	Ayala HS	07/01/2021
AGUIRRE, Shirley (20 Years of Service)	Accountant II (GF)	Business Services	09/01/2021

**APPOINTMENT OF CLASSIFIED SUBSTITUTES EFFECTIVE JULY 1, 2020, THROUGH JUNE 30, 2021**

AMEZCUA, Norma	BARNES, Noelle	MOLINA, Jada
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**APPOINTMENT OF CLASSIFIED SUBSTITUTES EFFECTIVE JULY 1, 2021, THROUGH JUNE 30, 2022**

AMEZCUA, Norma	ARCA, Sarah	BARNES, Noelle
CAMPOS, Alexis	CANSECO, Hilda	CRONKITE, Toni
DELGADO, Linda	HALL, Cindy	LENZ, Sara
MAISANO, Eva	MCMULLIN, Pamela	MIRANDA, Lorena
MOLINA, Jada	RAMOS, Erica	ROBERSON, Corina
RODRIGUEZ SOLARES, Cesar	SANCHEZ, Audrey	SOTELO, Mike

(504)	= Federal Law for Individuals with Handicaps	(SPEC)	= Spectrum Schools
(ACE)	= Ace Driving School	(SS)	= Summer School
(ABG)	= Adult Education Block Grant	(SWAS)	= School within a School
(ASB)	= Associated Student Body	(VA)	= Virtual Academy
(ASF)	= Adult School Funded	(WIA)	= Workforce Investment Act
(ATE)	= Alternative to Expulsion		
(B)	= Booster Club		
(BTSA)	= Beginning Teacher Support & Assessment		
(C)	= Categorically Funded		
(CAHSEE)	= California High School Exit Exam		
(CC)	= Children's Center (Marshall)		
(CDF)	= Child Development Fund		
(CSR)	= Class Size Reduction		
(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		
(MM)	= Measure M – Fund 21		
(MAA)	= Medi-Cal Administrative Activities		
(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:** June 3, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Richard Rideout, Assistant Superintendent, Human Resources  
Whitney Fields, Director, Risk Management and Human Resources  
**SUBJECT: REJECTION OF CLAIM**

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**BACKGROUND**

Claim 21-05-05 was submitted on May 20, 2021, from Uriel Morfin, parent from Walnut ES. Claimant alleges vehicle damage due to an unattended utility cart that rolled and hit her vehicle as she was dropping her son off at school. Claimant seeks a settlement demand for vehicle damages in an undetermined amount.

The Board is requested to reject claims against the District to allow insurance carriers to investigate the claims and make recommendations regarding the dispositions.

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

**RECOMMENDATION**

It is recommended the Board of Education reject the claim and refer it to the District's insurance adjuster.

**FISCAL IMPACT**

Unknown at present.

NE:RR:WF:jag

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 3, 2021

**TO:** Members, Board of Education

**FROM:** Norm Enfield, Ed.D., Superintendent

**PREPARED BY:** Grace Park, Ed.D., Associate Superintendent, Curriculum, Instruction, Innovation, and Support  
Julian Rodriguez, Ed.D., Director, Secondary Curriculum and Instruction

**SUBJECT: NEW COURSE: COMPUTER SCIENCE ESSENTIALS**

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**BACKGROUND**

The Chino Valley Unified School District routinely revises curriculum guides and develops new courses in accordance with State Content Standards, State Frameworks, and student need. Accordingly, the revision and development of curriculum guides are the results of a collaborative effort of teachers in the related academic areas.

Computer Science Essentials (CSE) is a yearlong course designed to teach students the fundamentals of coding using curriculum from the Project Lead the Way (PLTW) Computer Science sequence. The course is the introductory course in the PLTW Computer Science course of study. Students learn about the professional opportunities in computer science and how computing can be an integral part of all careers today. CSE qualifies as an introductory level, Career and Technical Education (CTE) course aligned to the California CTE Standards for Software and Systems Development Pathway under the Information & Communication Technologies Sector. This course meets the UC/CSU “d” Science requirements.

This course was presented to the Curriculum Council and A.C.T. has been consulted.

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

**RECOMMENDATION**

It is recommended the Board of Education receive for information the new course Computer Science Essentials.

**FISCAL IMPACT**

None.

NE:GP:JR:lar

## Chino Valley Unified School District High School Course Description

CONTACTS	
<b>1. School/District Information:</b>	School/District: Chino Valley Unified School District Street Address: 5130 Riverside Dr., Chino, CA 91710 Phone: (909) 628-1201 Web Site: chino.k12.ca.us
<b>2. Course Contact:</b>	Teacher Contact: Office of Secondary Curriculum and Instruction Position/Title: Director of Secondary Curriculum and Instruction Site: District Office Phone: (909) 628-1201 X1630
A. COVER PAGE - COURSE ID	
<b>1. Course Title:</b>	Computer Science Essentials
<b>2. Transcript Title/Abbreviation:</b>	CSE
<b>3. Transcript Course Code/Number:</b>	5E46
<b>4. Seeking Honors Distinction:</b>	No
<b>5. Subject Area/Category:</b>	Meets the third year UC/CSU "D" Science requirement
<b>6. Grade level(s):</b>	9-10
<b>7. Unit Value:</b>	5 credits per semester/10 credits
<b>8. Course previously approved by UC:</b>	No
<b>9. Course classified as a Career Technical Education course:</b>	Yes
<b>10. Course modeled after an UC-approved course:</b>	Yes
<b>11. Repeatable for credit:</b>	No
<b>12. Date of Board Approval:</b>	
<b>13. Brief Course Description:</b>	Computer Science Essentials (CSE) is a yearlong course designed as an entry point for new high school computer science learners. Additionally, for students who have prior computer science experience, the course offers many opportunities for them to build upon their knowledge and skills. All students who take Computer Science Essentials will have many opportunities for creative expression and exploration in topics of personal interest, whether it be through app development, web design, or connecting computing with the physical world.
<b>14. Prerequisites:</b>	None
<b>15. Context for Course:</b>	Computer Science Essentials (CSE) is intended as a first-year introductory course for students with no prior experience with high-school level computer science courses or those that want to strengthen skills for Advanced Placement computer science courses. Computer Science Essentials introduces students to coding fundamentals through approachable, block-based programming languages where they will have early success in creating usable apps. As students sharpen their computational thinking skills, they will transition to programming environments that reinforce coding fundamentals by displaying block programming and text-based programming side-by-side. Finally, students will learn the power of text-based programming as they are introduced to the Python® programming language used in Advanced Placement Computer Science Principles.
<b>16. History of Course Development:</b>	This course utilizes curriculum from the Project Lead the Way (PLTW) Computer Science sequence and was developed by PLTW. Computer Science Essentials is designed with strong connections to the Computer Science K12 Frameworks (CS K12), the Computer Science Teachers Association K-12 Computer Science (CSTA K-12 CS) Level 3A Standards, integrates the CTE anchor standards and Information and communication standards, as well as the Advanced Placement Computer Science Principles (AP CSP) Frameworks. CSE qualifies as an introductory CTE course within the Information



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## High School Course Description

and Communication Technologies Sector with emphasis on the Software and Systems Development Pathway.	
<b>17. Textbooks:</b>	None
<b>18. Supplemental Instructional Materials:</b>	Access to computers with appropriate software and computer lab with appropriate tools.
<b>B. COURSE CONTENT</b>	
<p><b>1. Course Purpose:</b> The course engages students in computational thinking practices and collaboration strategies, as well as industry-standard tools authentic to how computer science professionals work. As a CTE introductory level course, students will learn about professional opportunities in computer science and how computing can be an integral part of all careers today. The following is a list of the units of study in the course.</p>	
<p><b>2. Course Outline:</b></p> <p><b>Unit 1: Creative Computing: Building with Blocks</b> Anchor Standards: 1.0 ICT: C1.0, C1.1, C1.2, C1.3, C1.4, C1.5, C1.6, C5.0, C5.1, C5.2, C5.3, C5.4, C5.5 This unit introduces new and returning students to the world of computer science and coding fundamentals.</p> <ul style="list-style-type: none"> <li>• Students will work with MIT App Inventor to create basic apps that rely on the concepts of event-driven programming, branching, iteration, variables, and abstraction—the building blocks of creating with code.</li> <li>• Students are introduced to essential computational thinking practices, such as developing abstractions, collaborating around computing, and communicating.</li> <li>• Students will create, test, and refine computational artifacts of Android™ apps.</li> </ul> <p><b>Unit 2: Computing and Society: Transitions to Text</b> Anchor Standards: 3.0, 6.0, 7.0, 8.0 ICT: C2.0, C2.1, C2.2, C2.3, C2.4, C2.5, C3.0, C3.1, C3.2, C8.0, C8.1, C8.2, C8.3, C8.4, C8.5, C8.6, C8.7, C8.8 This unit reinforces coding fundamentals as students are gradually introduced to text-based programming.</p> <ul style="list-style-type: none"> <li>• Students will explore the impacts of computer science on our society.</li> <li>• Students will bring coding off the screen and into the physical world.</li> <li>• Students will learn how images can be used to make decisions in programs.</li> <li>• Students will explore real-world applications and innovations that will shape our future.</li> </ul> <p><b>Unit 3: Web Development: Solving with Syntax</b> Anchor Standards: 2.0, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 4.0, 4.1, 4.2, 4.3, 4.4, 4.5, 4.6 ICT: C4.0, C4.1, C4.2, C4.3, C4.4, C4.5, C4.6, C4.7, C4.8, C4.9, C4.10, C4.11, C5.0, C5.1, C5.2, C5.3, C5.4, C5.5, C5.6, C6.0, C6.1, C6.2, C6.3, C6.4, C6.5, C6.6, C6.7, C7.0, C7.1, C7.2, C7.3, C7.4, C7.5, C7.6 This unit is for students to begin to understand and use the flexibility and power of programming in a text-based environment.</p> <ul style="list-style-type: none"> <li>• Students will learn how client-side and server-side connections make the Web work.</li> <li>• Students will be introduced to the Python® programming language in the collaborative Cloud9 development environment.</li> <li>• Students will continue to build on coding fundamentals.</li> <li>• Students will apply the same coding concepts, computational thinking practices, and development processes introduced in units 1 and 2.</li> </ul> <p><b>Unit 4: Computing with a Purpose</b> Anchor Standards: 5.0, 5.1, 5.2, 5.3, 5.4, 9.0, 10.0, 10.1, 10.2, 10.3, 10.4, 10.5, 10.6 ICT: C1.0, C1.1, C1.2, C1.3, C1.4, C1.5, C1.6, C2.0, C2.1, C2.2, C2.3, C2.4, C2.5, C3.0, C3.1, C3.2, C3.3, C4.0, C4.1, C4.2, C4.3, C4.4, C4.5, C4.6, C4.7, C4.8, C4.9, C4.10, C4.11, C5.0, C5.1, C5.2, C5.3, C5.4, C5.5, C9.0, C9.1, C9.2, C9.3, C9.4</p>	

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## High School Course Description

The final unit in CS Essentials allows students to apply all that they have learned in a student-defined, student-driven development.

- Students will apply computational thinking practices when creating an app, a website, or a physical computing device.
- Students will apply strategic development process to create computational artifacts that solve problems and create value for others.
- Students will collaborate the way computing professionals do as they pursue solutions to authentic needs.
- Students will model how to participate in, document, and create a performance task that provides the foundation for Advanced Placement Computer Science Principles.

### **Anchor Standards**

- 1.0 Academics: Analyze and apply appropriate academic standards required for successful industry sector pathway completion leading to postsecondary education and employment. Refer to the Information and Communication Technologies academic alignment matrix for identification of standards.
- 2.0 Communications: Acquire and accurately use Information and Communication Technologies sector terminology and protocols at the career and college readiness level for communicating effectively in oral, written, and multimedia formats.
  - 2.1 Recognize the elements of communication using a sender–receiver model.
  - 2.2 Identify barriers to accurate and appropriate communication.
  - 2.3 Interpret verbal and nonverbal communications and respond appropriately.
  - 2.4 Demonstrate elements of written and electronic communication such as accurate spelling, grammar, and format.
  - 2.5 Communicate information and ideas effectively to multiple audiences using a variety of media and formats.
  - 2.6 Advocate and practice safe, legal, and responsible use of digital media information and communications technologies.
  - 2.7 Use technical writing and communication skills to work effectively with diverse groups of people.
  - 2.8 Understand the principles of a customer-oriented service approach to users.
- 3.0 Career Planning and Management: Integrate multiple sources of career information from diverse formats to make informed career decisions, solve problems, and manage personal career plans.
- 4.0 Technology: Use existing and emerging technology, to investigate, research, and produce products and services, including new information, as required in the Information and Communication Technologies sector workplace environment.
  - 4.1 Use electronic reference materials to gather information and produce products and services.
  - 4.2 Employ technology-based communications responsibly and effectively to explore complex systems and issues.
  - 4.3 Use information and communication technologies to synthesize, summarize, compare, and contrast information from multiple sources.
  - 4.4 Discern the quality and value of information collected using digital technologies and recognize bias and intent of the associated sources.
  - 4.5 Research past, present, and projected technological advances as they impact a particular pathway.
  - 4.6 Assess the value of various information and communication technologies to interact with constituent populations as part of a search of the current literature or in relation to the information task.
- 5.0 Problem Solving and Critical Thinking: Conduct short, as well as more sustained, research to create alternative solutions to answer a question or solve a problem unique to the Information and Communication Technologies sector using critical and creative thinking, logical reasoning, analysis, inquiry, and problem-solving techniques.

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## High School Course Description

- 5.1 Identify and ask significant questions that clarify various points of view to solve problems.
  - 5.2 Solve predictable and unpredictable work-related problems using various types of reasoning (inductive, deductive) as appropriate.
  - 5.3 Use systems thinking to analyze how various components interact with each other to produce outcomes in a complex work environment.
  - 5.4 Interpret information and draw conclusions, based on the best analysis, to make informed decisions.
  - 5.5 Use a logical and structured approach to isolate and identify the source of problems and to resolve problems.
  - 5.6 Know the available resources for identifying and resolving problems.
  - 5.7 Work out problems iteratively and recursively.
  - 5.8 Create and use algorithms and solve problems.
  - 5.9 Deconstruct large problems into components to solve.
  - 5.10 Use multiple layers of abstraction.
  - 5.11 Understand the concept of base systems, including binary and hexadecimal.
  - 5.12 Apply the concepts of Boolean logic to decision making and searching.
- 6.0 Health and safety: Demonstrate health and safety procedures, regulations, and personal health practices and determine the meaning of symbols, key terms, and domain-specific words and phrases as related to the Information and Communication Technologies sector workplace environment.
- 7.0 Responsibility and Flexibility: Initiate, and participate in, a range of collaborations demonstrating behaviors that reflect personal and professional responsibility, flexibility, and respect in the Information and Communication Technologies sector workplace environment and community settings.
- 8.0 Ethics and Legal Responsibilities: Practice professional, ethical, and legal behavior, responding thoughtfully to diverse perspectives and resolving contradictions when possible, consistent with applicable laws, regulations, and organizational norms.
- 9.0 Leadership and Teamwork: Work with peers to promote divergent and creative perspectives, effective leadership, group dynamics, team and individual decision making, benefits of workforce diversity, and conflict resolution such as those practiced in the Future Business Leaders of America and SkillsUSA career technical student organization.
- 10.0 Technical Knowledge and Skills: Apply essential technical knowledge and skills common to all pathways in the Information and Communication Technologies sector, following procedures when carrying out experiments or performing technical tasks.
- 10.1 Interpret and explain terminology and practices specific to the Information and Communication Technologies sector.
  - 10.2 Comply with the rules, regulations, and expectations of all aspects of the Information and Communication Technologies sector.
  - 10.3 Construct projects and products specific to the Information and Communication Technologies sector requirements and expectations.
  - 10.4 Collaborate with industry experts for specific technical knowledge and skills.
  - 10.5 Understand the major software and hardware components of a computer and a network and how they relate to each other.
  - 10.6 Understand data sizes of various types of information (text, pictures, sound, video, etc.) and data capacity of various forms of media.

### **Information and Communication Technologies Pathway Standards**

#### Software and Systems Development Pathway

# Chino Valley Unified School District

## High School Course Description

- C1.0 Identify and apply the systems development process.
  - C1.1 Identify the phases of the systems development life cycle, including analysis, design, programming, testing, implementation, maintenance, and improvement.
  - C1.2 Identify and describe models of systems development, systems development life cycle (SDLC), and agile computing.
  - C1.3 Identify and describe how specifications and requirements are developed for new and existing software applications.
  - C1.4 Work as a member of, and within the scope and boundaries of, a development project team.
  - C1.5 Track development project milestones using the concept of versions.
  - C1.6 Diagram processes using flowcharts and the Unified Modeling Language.
- C2.0 Define and analyze systems and software requirements.
  - C2.1 Describe the major purposes and benefits of development, including automation, improving productivity, modeling and analysis, and entertainment.
  - C2.2 Recognize and prevent unintended consequences of development work: programming errors, security issues, health and environmental risks, and privacy concerns.
  - C2.3 Develop strategies that target the specific needs and desires of the customer.
  - C2.4 Analyze customers' needs for development.
  - C2.5 Determine and document the requirements and alternative solutions to fulfill the customers' needs.
- C3.0 Create effective interfaces between humans and technology.
  - C3.1 Describe and apply the basic process of input, processing, and output.
  - C3.2 Design effective and intuitive interfaces using knowledge of cognitive, physical, and social interactions.
- C4.0 Develop software using programming languages.
  - C4.1 Identify and describe the abstraction level of programming languages from low-level, hardware-based languages to high-level, interpreted, Web-based languages.
  - C4.2 Describe the interaction and integration of programming languages and protocols such as how client-side programming can work with server-side programming to use a query language to access a database.
  - C4.3 Identify and use different authoring tools and integrated development environments (IDEs).
  - C4.4 Identify and apply data types and encoding.
  - C4.5 Demonstrate awareness of various programming paradigms, including procedural, object oriented, event-driven, and multithreaded programming.
  - C4.6 Use proper programming language syntax.
  - C4.7 Use various data structures, arrays, objects, files, and databases.
  - C4.8 Use object-oriented programming concepts, properties, methods, and inheritance.
  - C4.9 Create programs using control structures, procedures, functions, parameters, variables, error recovery, and recursion.
  - C4.10 Create and know the comparative advantages of various queue, sorting, and searching algorithms.
  - C4.11 Document development work for various audiences, such as comments for other programmers, and manuals for users.
- C5.0 Test, debug, and improve software development work.
  - C5.1 Identify the characteristics of reliable, effective, and efficient products.
  - C5.2 Describe the ways in which specification changes and technological advances can require the modification of programs.
  - C5.3 Use strategies to optimize code for improved performance.

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C5.4 Test software and projects. C5.5 Evaluate results against initial requirements.  
C5.6 Debug software as part of the quality assurance process.

C6.0 Integrate a variety of media into development projects.

C6.1 Identify the basic design elements necessary to produce effective print, video, audio, and interactive media.

C6.2 Describe the various encoding methods of media and trade-offs: vector graphics vs. bitmaps, and bit depth.

C6.3 Use media design and editing software: keyframe animation, drawing software, image editors, and three-dimensional design.

C6.4 Develop a presentation or other multimedia project: video, game, or interactive Web sites, from storyboard to production.

C6.5 Analyze the use of media to determine the appropriate file format and level of compression.

C6.6 Integrate media into a full project using appropriate tools.

C6.7 Create and/or capture professional-quality media, images, documents, audio, and video clips.

C7.0 Develop Web and online projects.

C7.1 Identify the hardware (server) and software required for Web hosting and other services.

C7.2 Describe the full process of online content delivery, registering domain names, setting up hosting, and setting up e-mail addresses.

C7.3 Attract Web-site visitors through search engine optimization using various strategies like keywords and meta-tags.

C7.4 Enable e-commerce capabilities to sell products, create a shopping cart, and handle credit card transactions.

C7.5 Create an online project, Web-based business, and e-portfolio.

C7.6 Optimize fast delivery and retrieval of online content such as Web pages.

C8.0 Develop databases.

C8.1 Describe the critical function of databases in modern organizations.

C8.2 Identify and use the basic structures of databases, fields, records, tables, and views.

C8.3 Identify and explain the types of relationships between tables (one-to-one, one-to-many, many-to-many) and use methods to establish these relationships, including primary keys, foreign keys, and indexes.

C8.4 Use data modeling techniques to create databases based upon business needs.

C8.5 Use queries to extract and manipulate data (select queries, action queries).

C8.6 Develop databases that are properly normalized using appropriate schemas.

C8.7 Export and import data to and from other applications and a database recognizing the limitations and challenges inherent in the process.

C8.8 Analyze and display data to assist with decision making using methods like cross tabulations, graphs, and charts.

C9.0 Develop software for a variety of devices, including robotics.

C9.1 Demonstrate awareness of the applications of device development work, including personalized computing, robotics, and smart appliances.

C9.2 Install equipment, assemble hardware, and perform tests using appropriate tools and technology.

C9.3 Use hardware to gain input, process information, and take action.

C9.4 Apply the concepts of embedded programming, including digital logic, machine-level representation of data, and memory-system organization.

### Key Assignments:

#### App Development: Creating Value for Others

Student groups will apply development strategies and user-centered research to create an app that has value to others. Students will gain insight on the importance of creativity, persistence, and value of diverse perspectives in an iterative

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development process.

CSTA Standards: 3A-A-2-1, 3A-A-5-5, 3A-A-5-6, 3A-A-6-12, and 3A-I-2-22,

- Students will design and develop a software artifact working in a team.
- Students will use user-centered research and design techniques (e.g., surveys, interviews) to create software solutions.
- Students will integrate grade-level appropriate mathematical techniques, concepts, and processes in the creation of computing artifacts.
- Students will use a systematic approach and debugging tools to independently debug a program (e.g., setting breakpoints, inspecting variables with a debugger).
- Students will debate the social and economic implications associated with ethical and unethical computing practices (e.g., intellectual property rights, hacktivism, software piracy, diesel emissions testing scandal, new computers shipped with malware).

### **Image Processing: Cooperative Driving and Self-driving Vehicles**

Tomorrow's solutions involve all of us. In the final lesson, student groups will learn how to take collaborations to scale to achieve a common goal by designing solutions to image processing algorithms with application in AI and self-driving cars.

CSTA Standards: 3A-A-5-6, 3A-A-4-8, and 3A-A-4-9

- Students will integrate grade-level appropriate mathematical techniques, concepts, and processes in the creation of computing artifacts.
- Students will reconstruct a complex problem into simpler parts using predefined constructs (e.g., functions and parameters and/or classes).
- Students will demonstrate the value of abstraction for managing problem complexity (e.g., using a list instead of discrete variables).

### **Game Simulation Project: Using Coding Constructs**

Students create a game simulation and reinforce what they have learned about functions, arguments, and return values. Students generalize from this simulation to learn about model abstraction and the impact that simulation and data are having across career fields.

CSTA Standards: 3A-A-5-4, 3A-A-5-6, 3A-A-3-10, 3A-C-5-14, and 3A-D-4-18

- Students will design, develop, and implement a computing artifact that responds to an event (e.g., robot that responds to a sensor, mobile app that responds to a text message, sprite that responds to a broadcast).
- Students will integrate grade-level appropriate mathematical techniques, concepts, and processes in the creation of computing artifacts.
- Students will design algorithms using sequence, selection, and iteration.
- Students will create, extend, or modify existing programs to add new features and behaviors using different forms of inputs and outputs (e.g., inputs such as sensors, mouse clicks, data sets; outputs such as text, graphics, sounds).
- Students will convert between binary, decimal, and hexadecimal representations of data (e.g., convert hexadecimal color codes to decimal percentages, ASCII/Unicode representation).

### **Web Development: Creating Your Own Website**

This lesson will allow students to collaboratively design, create, and connect a secure website based on an interest or need that the student group defines. Student groups will apply development strategies and user-centered research to create a website that has value to others and protects sensitive data.

CSTA Standards: 3A-D-3-20, 3A-I-6-29, 3A-N-7-30, 3A-N-1-32, and 3A-N-3-34

- Students will discuss techniques used to store, process, and retrieve different amounts of information (e.g., files, databases, data warehouses).

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- Students will redesign user interfaces (e.g., web pages, mobile applications, animations) to be more inclusive, accessible, and minimizing the impact of the designer's inherent bias.
- Students will describe key protocols and underlying processes of Internet-based services (e.g., http/https and SMTP/IMAP, routing protocols).
- Students will compare and contrast multiple viewpoints on cybersecurity (e.g., from the perspective of security experts, privacy advocates, the government).
- Students will use simple encryption and decryption algorithms to transmit/receive an encrypted message.

### **Class Capstone Task: Develop an Artifact Important to You**

The goal of this lesson is to allow students the opportunity to apply the collaboration, technical, and communication skills that they have developed to solve an authentic problem that is relevant to them.

CSTA Standards: 3A-A-2-1, 3A-A-2-2, 3A-A-5-6, 3A-I-2-22, 3A-I-1-27, and 3A-I-6-29

- Students will design and develop a software artifact working in a team.
- Students will demonstrate how diverse collaborating impacts the design and development of software products (e.g., discussing real-world examples of products that have been improved through having a diverse design team or reflecting on their own team's development experience).
- Students will integrate grade-level appropriate mathematical techniques, concepts, and processes in the creation of computing artifacts.
- Students will debate the social and economic implications associated with ethical and unethical computing practices (e.g., intellectual property rights, hacktivism, software piracy, diesel emissions testing scandal, new computers shipped with malware).
- Students will demonstrate how computing enables new forms of experience, expression, communication, and collaborating.
- Students will redesign user interfaces (e.g., webpages, mobile applications, animations) to be more inclusive, accessible, and minimizing the impact of the designer's inherent bias.

### **Computer Science Teachers Association (CSTA) Standards**

3A-A-2-1 Computer Science Teachers Association (CSTA): Design and develop a software artifact working in a team.

3A-A-2-2 Computer Science Teachers Association (CSTA): Demonstrate how diverse collaborating impacts the design and development of software products (e.g., discussing real-world examples of products that have been improved through having a diverse design team or reflecting on their own team's development experience).

3A-A-3-10 Computer Science Teachers Association (CSTA) Design algorithms using sequence, selection, and iteration.

3A-A-4-8 Computer Science Teachers Association (CSTA): Deconstruct a complex problem into simpler parts using predefined constructs (e.g., functions and parameters and/or classes).

3A-A-4-9 Computer Science Teachers Association (CSTA): Demonstrate the value of abstraction for managing problem complexity (e.g., using a list instead of discrete variables).

3A-A-5-4 Computer Science Teachers Association (CSTA): Design, develop, and implement a computing artifact that responds to an event (e.g., robot that responds to a sensor, mobile app that responds to a text message, sprite that responds to a broadcast).

3A-A-5-5 Computer Science Teachers Association (CSTA): Use user-centered research and design techniques (e.g., surveys, interviews) to create software solutions.

3A-A-5-6 Computer Science Teachers Association (CSTA): Integrate grade-level appropriate mathematical techniques, concepts, and processes in the creation of computing artifacts.

3A-A-6-12 Computer Science Teachers Association (CSTA): Use a systematic approach and debugging tools to independently debug a program (e.g., setting breakpoints, inspecting variables with a debugger).

3A-C-5-14 Computer Science Teachers Association (CSTA): Create, extend, or modify existing programs to add new features and behaviors using different forms of inputs and outputs (e.g., inputs such as sensors, mouse clicks,

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data sets; outputs such as text, graphics, sounds).

3A-D-3-20 Computer Science Teachers Association (CSTA): Discuss techniques used to store, process, and retrieve different amounts of information (e.g., files, databases, data warehouses).

3A-D-4-18 Computer Science Teachers Association (CSTA): Convert between binary, decimal, and hexadecimal representations of data (e.g., convert hexadecimal color codes to decimal percentages, ASCII/Unicode representation).

3A-I-1-27 Computer Science Teachers Association (CSTA): Demonstrate how computing enables new forms of experience, expression, communication, and collaborating.

3A-I-2-22 Computer Science Teachers Association (CSTA): Debate the social and economic implications associated with ethical and unethical computing practices (e.g., intellectual property rights, hacktivism, software piracy, diesel emissions testing scandal, new computers shipped with malware).

3A-I-6-29 Computer Science Teachers Association (CSTA): Redesign user interfaces (e.g., webpages, mobile applications, animations) to be more inclusive, accessible, and minimizing the impact of the designer's inherent bias.

3A-N-1-32 Computer Science Teachers Association (CSTA): Compare and contrast multiple viewpoints on cybersecurity (e.g., from the perspective of security experts, privacy advocates, the government).

3A-N-3-34 Computer Science Teachers Association (CSTA): Use simple encryption and decryption algorithms to transmit/receive an encrypted message.

3A-N-7-30 Computer Science Teachers Association (CSTA): Describe key protocols and underlying processes of Internet-based services (e.g., http/https and SMTP/IMAP, routing protocols).

#### **4. Instructional Methods and/or Strategies:**

APB (Activity, Project, and Problem-based) Instructional Design providing students with unique opportunities to work collaboratively, identify problems, apply what they know, persevere through challenges, find unique solutions, and lead their own learning.

#### **5. Assessment Including Methods and/or Tools:**

- Project-based assessments using APB rubrics.
- A computer-based End of Course (EOC) exam delivered online.
- LMS system supports delivery of curriculum and assessments.

The evaluation of student progress and evaluation will be based on the following criteria outlined in Board Policy:

- Assessments: 60-75% of the final grade
- Assignments and class discussions: 25-40% of the final grade