



**CHINO VALLEY**  
UNIFIED SCHOOL DISTRICT

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

# BOARD OF EDUCATION AGENDA

**June 17, 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**  
**5:00 p.m. - Closed Session • 6:00 p.m. - Regular Meeting**  
**June 17, 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 – 5:00 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 (Government Code 54954.5(c) and 54956.9 (d)(2) and (e)(1)): One possible case. (Terry Tao, Esquire) (10 minutes)
- b. 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)
- c. Public Employee Discipline/Dismissal/Release (Government Code 54957): (5 minutes)
- d. Public Employee Appointment (Government Code 54957): Director, Access and Equity; Elementary School Principal; Elementary School Assistant Principals; Junior High School Assistant Principals; High School Assistant Principals. (10 minutes)
- e. 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. COMMENTS FROM EMPLOYEE REPRESENTATIVES**

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

**I.E. CHANGES AND DELETIONS**

**II. ACTION**

**II.A. ADMINISTRATION**

**II.A.1. Presentation Followed by Public Hearing Regarding the Transition to By-Trustee Area Elections and Three Proposed Trustee Area Maps**

Page 13

Open Hearing \_\_\_\_\_

Closed Hearing \_\_\_\_\_

Recommend the Board of Education conduct a public hearing following a presentation regarding the transition to by-trustee area elections and three proposed trustee area maps.

**II.B. BUSINESS SERVICES**

**II.B.1. Adoption of the 2021/2022 Budget** Motion  Second   
 Page 14 Recommend the Board of Education adopt the 2021/2022 budget for all funds and authorize the Superintendent or designee to sign the 2021/2022 District Certification of Budget Adoption. Vote: Yes  No

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

**II.C.1. 2021/2022 Local Control and Accountability Plan** Motion  Second   
 Page 16 Recommend the Board of Education adopt the 2021/2022 Local Control and Accountability Plan. Vote: Yes  No

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

**II.D.1. Grant of Easement to the City of Chino—Chino HS Public Street and Road Purposes, Public Utilities, Wires, Cables, Conduits, Storm Sewers, Sanitary Sewers, Water Pipelines (For Any Purpose, Potable or Non-Potable, Domestic or Agricultural), Landscaping, and Equestrian/Bicycle Trails** Motion  Second   
 Page 17 Recommend the Board of Education approve Grant Easement to the City of Chino—Chino HS public street and road purposes, public utilities, wires, cables, conduits, storm sewers, sanitary sewers, water pipelines (for any purpose, potable or non-potable, domestic or agricultural), landscaping, and equestrian/bicycle trails. Vote: Yes  No

**II.D.2. Grant of Deed of Right-of-Way to the City of Chino—Chino HS Public Street and Road Purposes, Public Utilities, Wires, Cables, Conduits, Storm Sewers, Sanitary Sewers, Water Pipelines (For any Purpose, Potable or Non-Potable, Domestic or Agricultural), a Right-of-Way and Easement in, over, under, upon, and across all that Real Property Situated in the City of Chino, County of San Bernardino, State of California** Motion  Second   
 Page 21 Recommend the Board of Education approve the Grant of Deed of Right-of-Way to the City of Chino—Chino HS public street and road purposes, public utilities, wires, cables, conduits, storm sewers, sanitary sewers, water pipelines (for any

purpose, potable or non-potable, domestic or agricultural), a right-of-way and easement in, over, under, upon, and across all that real property situated in the City of Chino, County of San Bernardino, State of California.

II.D.3.  
Page 29

**Revised Final Facilities Memorandum of Understanding by and between the Chino Valley Unified School District and Sycamore Academy of Science and Cultural Arts—Chino Valley for July 1, 2021, through December 31, 2021, Only; and Revised Final Shared Use Agreement by and between the Chino Valley Unified School District and Sycamore Academy of Science and Cultural Arts—Chino Valley for July 1, 2021, through December 31, 2021, Only**

Motion \_\_\_\_ Second \_\_\_\_

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

Recommend the Board of Education approve the Revised Final Facilities Memorandum of Understanding by and between the Chino Valley Unified School District and Sycamore Academy of Science and Cultural Arts—Chino Valley for July 1, 2021, through December 31, 2021, only; and the Revised Final Shared Use Agreement by and between the Chino Valley Unified School District and Sycamore Academy of Science and Cultural Arts—Chino Valley for July 1, 2021, through December 31, 2021, Only.

II.D.4.  
Page 85

**Public Notice and Hearing Regarding Renewal of Waiver for Co-Location of Community Day School Chino Valley Learning Academy with Other Educational Programs Operating at the Los Serranos School Site**

Open Hearing \_\_\_\_\_

Close Hearing \_\_\_\_\_

Recommend the Board of Education give notice and conduct a public hearing to receive parent/guardian and community input regarding the co-location of community day school Chino Valley Learning Academy with other educational programs operating at the Los Serranos school site, including the District’s Alternative Education Center, the Sycamore Academy of Science and Cultural Arts-Chino Valley Charter School, and Spectrum Center Schools and Programs, and approval of submission to the State Board of Education of a request for a renewal of the waiver of the application of Education Code Section 48661(a).

**II.D.5.** Adoption of Resolution 2020/2021-44 Certifying No Satisfactory Alternative Facilities Available for Community Day School, Approving Co-Location of Community Day School with Other Educational Programs Operating at the Alternative Education Center School Site and Submission of Request to the State Board of Education for a Renewal of the Waiver of Education Code Section 48661(a) Motion  Second   
 Page 87

Recommend the Board of Education adopt Resolution 2020/2021-44 certifying that satisfactory alternative facilities are not available for a community day school and approving the co-location of community day school CVLA with other educational programs operating at the AEC school site, including the District’s AEC, SASCA-CV, and Spectrum, and approve submission of request to the State Board of Education for a renewal of the waiver of Education Code Section 48661(a).

Vote: Yes  No

**II.E. HUMAN RESOURCES**

**II.E.1.** Compensation Increase to the Classified Substitute Salary Schedule Motion  Second   
 Page 92

Recommend the Board of Education approve the compensation increase to the Classified Substitute Salary Schedule.

Vote: Yes  No

**II.E.2.** Compensation Increase for Substitute Services Provided for Certificated Employees Motion  Second   
 Page 95

Recommend the Board of Education approve a compensation increase for substitute services provided for certificated employees.

Vote: Yes  No

**II.E.3.** Compensation Increase for Administrative Substitute Services Motion  Second   
 Page 96

Recommend the Board of Education approve the compensation increase for substitute services provided for administrative employees.

Vote: Yes  No

**II.E.4.** Compensation Increase for the Board of Education Motion  Second   
 Page 97

Recommend the Board of Education approve a 1.47% on-schedule salary increase for the 2021/2022 school year effective July 1, 2021.

Vote: Yes  No

**II.E.5. Consideration and Approval of Employment Contract for Superintendent of the Chino Valley Unified School District**

Page 98

Recommend the Board of Education consider and approve the proposed contract of employment for Norman P. Enfield, Ed.D., as the Superintendent of the Chino Valley Unified School District, effective July 1, 2021, through June 30, 2025.

Motion \_\_\_ Second \_\_\_  
Votes \_\_\_ No \_\_\_

**II.E.6. Addendum to the Employment Contracts for Associate Superintendents: Business Services; and Curriculum, Instruction, Innovation, and Support: Assistant Superintendents: Curriculum, Instruction, Innovation, and Support; Facilities, Planning and Operations; and Human Resources Divisions**

Page 107

Recommend the Board of Education approve the addendum to the employment contracts for Associate Superintendents: Business Services; and Curriculum, Instruction, Innovation, and Support; Assistant Superintendents: Curriculum, Instruction, Innovation, and Support; Facilities, Planning, and Operations: and Human Resources Divisions 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.

Motion \_\_\_ Second \_\_\_  
Vote: Yes \_\_\_ No \_\_\_

**III. CONSENT**

Motion \_\_\_ Second \_\_\_  
Vote: Yes \_\_\_ No \_\_\_

**III.A. ADMINISTRATION**

**III.A.1. Minutes of the June 3, 2021 Regular Meeting**

Page 115

Recommend the Board of Education approve the minutes of the June 3, 2021 regular meeting.

**III.B. BUSINESS SERVICES**

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

Page 122 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 123 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 125 Recommend the Board of Education approve/ratify the fundraising activities.

**III.B.4. Donations**

Page 127 Recommend the Board of Education accept the donations.

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

Page 129 Recommend the Board of Education approve payment for legal services to the law offices of Margaret A. Chidester & Associates; and Fagen, Friedman & Fulfroost.

**III.B.6. Resolution 2021/2021-45 Use of 2021/2022 Education Protection Account Funds**

Page 130 Recommend the Board of Education adopt Resolution 2020/2021-45 Use of 2021/2022 Education Protection Account Funds.

**III.B.7. Resolution 2020/2021—46 Transfers of Appropriations for 2021/2022**

Page 134 Recommend the Board of Education adopt Resolution 2020/2021-46 Transfers of Appropriations for 2021/2022.

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

**III.C.1. School-Sponsored Trips**

Page 136 Recommend the Board of Education approve/ratify the following school-sponsored trips for Chino HS.

**III.C.2. Local Agreement for Child Development Services CSPP-1420 and the Adoption of Resolution 2020/2021-42**

Page 138 Recommend the Board of Education approve the Local Agreement for Child Development Services CSPP-1420 and adopt Resolution 2020/2021-42.

**III.C.3. Local Agreement for Child Development Services CCTR-1199 and the Adoption of Resolution 2020/2021-43**

Page 141 Recommend the Board of Education approve the Local Agreement for Child Development Services CCTR-1199 and adopt Resolution 2020/2021-43.



**III.C.4. New Course: Computer Science Essentials**

Page 145 Recommend the Board of Education approve the new course Computer Science Essentials.

**III.C.5. Memorandum of Understanding Between Chino Valley Unified School District and the Joint Powers Authority for Participation in the Career Technical Education Incentive Grant and K12 Strong Workforce Grant**

Page 155 Recommend the Board of Education approve the Memorandum of Understanding between the Chino Valley Unified School District and the Joint Powers Authority for participation in the Career Technical Education Grant and the K12 Strong Workforce Grant.

**III.C.6. Agricultural Career Technical Education Incentive Grant 2021/2022 Application for Funding for Don Lugo HS**

Page 159 Recommend the Board of Education approve the Agricultural Career Technical Education Incentive Grant 2021/2022 Application for funding for Don Lugo HS.

**III.D. FACILITIES, PLANNING, AND OPERATIONS****III.D.1. Purchase Order Register**

Page 165 Recommend the Board of Education approve/ratify the purchase order register, provided under separate cover.

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

Page 166 Recommend the Board of Education approve/ratify the Agreements for Contractor/Consultant Services.

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

Page 173 Recommend the Board of Education declare the District property surplus/obsolete and authorize staff to sell/dispose of said property.

**III.D.4. Resolutions 2020/2021-39, 2020/2021-40, and 2020/2021-41 for Authorization to Utilize Piggyback Contracts**

Page 186 Recommend the Board of Education adopts Resolutions 2020/2021-39, 2020/2021-40, and 2020/2021-41 for Authorization to Utilize Piggyback Contracts.

**III.D.5. Bid 20-21-09F, Chino HS Reconstruction—Offsite Improvements (BP 4)**

Page 194 Recommend the Board of Education award Bid 20-21-09F, Chino HS Reconstruction —Offsite Improvements (BP 4) to Southern California West Coast Electric.

**III.D.6. Bid 20-21-14F, Borba ES and Walnut ES Playground Equipment Installation**

Page 196 Recommend the Board of Education award Bid 20-21-14F, Borba ES and Walnut ES Playground Equipment Installation to Nextgen Construction.

- III.D.7. Change Order and Notice of Completion for CUPCCAA Project**  
Page 197 Recommend the Board of Education approve the Change Order and Notice of Completion for CUPCCAA Project.
- III.D.8. Change Order and Notice of Completion for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Project (BP 23-01)**  
Page 200 Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Project (BP 23-01).
- III.D.9. Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 1)**  
Page 205 Recommend the Board of Education approve the Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 1).
- III.D.10. Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 2)**  
Page 208 Recommend the Board of Education approve the Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 2).
- III.D.11. Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 3)**  
Page 211 Recommend the Board of Education approve the Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 3).
- III.D.12. Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 4)**  
Page 214 Recommend the Board of Education approve the Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 4).
- III.D.13. Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 5)**  
Page 217 Recommend the Board of Education approve the Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 5).
- III.D.14. Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 6)**  
Page 220 Recommend the Board of Education approve the Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 6).
- III.D.15. Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 7)**  
Page 223 Recommend the Board of Education approve the Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 7).

- III.D.16. Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 8)**  
Page 226  
Recommend the Board of Education approve the Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 8).
- III.D.17. Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 9)**  
Page 229  
Recommend the Board of Education approve the Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 9).
- III.D.18. Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 10)**  
Page 232  
Recommend the Board of Education approve the Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 10).
- III.D.19. Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 11)**  
Page 235  
Recommend the Board of Education approve the Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 11).
- III.D.20. Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 12)**  
Page 238  
Recommend the Board of Education approve the Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 12).
- III.D.21. Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 13)**  
Page 241  
Recommend the Board of Education approve the Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 13).
- III.D.22. Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 15)**  
Page 244  
Recommend the Board of Education approve the Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 15).
- III.D.23. Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 16)**  
Page 247  
Recommend the Board of Education approve the Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 16).
- III.D.24. Change Order for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 09-04)**  
Page 250  
Recommend the Board of Education approve the Change Order for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 09-04).

**III.E. HUMAN RESOURCES**

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

Page 258 Recommend the Board of Education approve/ratify the certificated/classified personnel items.

**III.E.2. Student Teaching Agreement with Loyola Marymount University and National University**

Page 272 Recommend the Board of Education approve the student teaching agreement with Loyola Marymount University and National University.

**IV. INFORMATION**

**IV.A. ADMINISTRATION**

**IV.A.1. Revision of Bylaws of the Board 9150—Student Board Members; Administrative Regulation 9150—Student Board Member; and Deletion of Exhibit 9150 Student Board Member Guidelines**

Page 288 Recommend the Board of Education receive for information the revision of Bylaws of the Board 9150—Student Board Members; Administrative Regulation 9150—Student Board Member; and deletion of Exhibit 9150—Student Board Member Guidelines.

**V. COMMUNICATIONS**

**BOARD MEMBERS AND SUPERINTENDENT**

**VI. ADJOURNMENT**

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 17, 2021

**TO:** Members, Board of Education

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

**SUBJECT: PRESENTATION FOLLOWED BY PUBLIC HEARING REGARDING  
THE TRANSITION TO BY-TRUSTEE AREA ELECTIONS AND  
THREE PROPOSED TRUSTEE AREA MAPS**

=====

**BACKGROUND**

The Board of Education will conduct a public hearing in accordance with Elections Code section 10010 to receive and consider input regarding the transition to by-trustee area elections and three proposed trustee area maps to be used in the event the Board approves a transition to by-trustee area elections pursuant to Education Code sections 5019 and 5020. The Board invites public testimony regarding this matter.

**RECOMMENDATION**

It is recommended the Board of Education conduct a public hearing following a presentation regarding the transition to by-trustee area elections and three proposed trustee area maps.

**FISCAL IMPACT**

None.

NE:pk

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** June 17, 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: ADOPTION OF THE 2021/2022 BUDGET**

=====

**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 public hearing was held on June 3, 2021. The 2021/2022 budget is being presented under separate cover and is available for public inspection in the school District lobby of the Chino Valley Unified School District or on the District website at: <https://www.chino.k12.ca.us/page/48599>.

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

### **RECOMMENDATION**

It is recommended the Board of Education adopt the 2021/2022 budget for all funds and authorize the Superintendent or designee to sign the 2021/2022 District Certification of Budget Adoption.

NE:SHC:LP:lf

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** June 17, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**SUBJECT: 2021/2022 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). 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 conducted a public hearing on this item at its June 3, 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. A hardcopy of the draft 2021/2022 LCAP is available in the District lobby for public inspection.

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

**RECOMMENDATION**

It is recommended the Board of Education adopt the 2021/2022 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 17, 2021

**TO:** Members, Board of Education

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

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

**SUBJECT: GRANT OF EASEMENT TO THE CITY OF CHINO – CHINO HS PUBLIC STREET AND ROAD PURPOSES, PUBLIC UTILITIES, WIRES, CABLES, CONDUITS, STORM SEWERS, SANITARY SEWERS, WATER PIPELINES (FOR ANY PURPOSE, POTABLE OR NON-POTABLE, DOMESTIC OR AGRICULTURAL), LANDSCAPING, AND EQUESTRIAN/BICYCLE TRAILS**

=====

**BACKGROUND**

Grant of easement to the City of Chino is required for public street and road purposes, public utilities, wires, cables, conduits, storm sewers, sanitary sewers, water pipelines (for any purpose, potable or non-potable, domestic or agricultural), landscaping, and equestrian/bicycle trails to or on the Chino HS site.

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

**RECOMMENDATION**

It is recommended the Board of Education approve Grant of Easement to the City of Chino – Chino HS public street and road purposes, public utilities, wires, cables, conduits, storm sewers, sanitary sewers, water pipelines (for any purpose, potable or non-potable, domestic or agricultural), landscaping, and equestrian/bicycle trails.

**FISCAL IMPACT**

None.

NE:GJS:pw

RECORDING REQUESTED BY

City of Chino  
Development Services  
P.O. Box 667  
Chino, CA 91708

AND WHEN RECORDED MAIL TO

City Clerk  
City of Chino  
P.O. Box 667  
Chino, CA 91708

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from recording fees according to  
Government Code Section No. 27383  
Transfer Tax: \$0

**EASEMENT DEED**

CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

CHINO VALLEY UNIFIED SCHOOL DISTRICT  
GRANTOR(S)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor(s) hereby grant(s) to the City of Chino, a political subdivision of the State of California, for public street and road purposes, public utilities, wires, cables, conduits, storm sewers, sanitary sewers, water pipelines (for any purpose, potable or non-potable, domestic or agricultural), landscaping and equestrian/bicycle trails, an easement in, over, under, upon, and across all that real property situated in the City of Chino, County of San Bernardino, State of California, described as follows:

SEE ATTACHED EXHIBIT A AND EXHIBIT B

PROJECT NO.: PL17-0113  
ADDRESS: 5472 PARK PLACE

**SIGNATURE(S) OF GRANTOR(S)**

**NOTE: SIGNATURE(S) MUST BE NOTARIZED**

FULL NAME OF CORPORATION: CHINO VALLEY UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
(Full Name and Title)

\_\_\_\_\_  
(Signature and Date)

By: \_\_\_\_\_  
(Full Name and Title)

\_\_\_\_\_  
(Signature and Date)

This is to certify that the interest in real property conveyed by the within instrument to the City of Chino, California, a municipal corporation, is hereby accepted by order of the City Council, and the grantee consents to the recordation thereof by its duly authorized officer.

CITY OF CHINO: \_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
DATE

EXHIBIT "A"

**GRANT OF EASEMENT AND RIGHT-OF-WAY FOR WATER LINE AND APPURTENANT STRUCTURES TO THE CITY OF CHINO. (AFFECTS APN: 1015-401-01)**

IN THE CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BEING AN EASEMENT AND RIGHT OF WAY FOR WATER LINES AND APPURTENANT STRUCTURES OVER, UNDER, ALONG, ACROSS, AND THROUGH ALL THAT PORTION OF LOT 48, IN SECTION 2, TOWNSHIP 2 SOUTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE MAP OF THE SUBDIVISION OF PART OF RANCHO SANTA ANA DEL CHINO, AS PER PLAT RECORDED IN BOOK 6, PAGE 15, OF MAPS, IN THE OFFICE OF THE REGISTRAR/RECORDER OF SAID COUNTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF JEFFERSON STREET, 61 FEET WIDE, AND BENSON AVENUE, 66 FEET WIDE AS SHOWN ON TRACT NO. 6736, AS PER MAP RECORDED IN BOOK 85, PAGES 60 AND 61 OF MAPS, IN THE OFFICE OF THE REGISTRAR/RECORDER OF SAID COUNTY; THENCE SOUTH 0° 10' 20" EAST, ALONG THE CENTERLINE OF SAID BENSON AVENUE, 185.55 FEET TO A POINT THEREON; THENCE SOUTH 89° 49' 40" WEST, PERPENDICULAR TO SAID CENTERLINE, 33.00 FEET TO A POINT ON THE WEST LINE AND RIGHT OF WAY OF SAID BENSON AVENUE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 0° 10' 20" EAST, ALONG SAID WEST LINE AND RIGHT OF WAY, 31.25 FEET TO A POINT THEREON; THENCE, LEAVING SAID WEST LINE AND RIGHT OF WAY, SOUTH 89° 49' 40" WEST, 13.75 FEET TO AN ANGLE POINT OF SAID EASEMENT; THENCE NORTH 0° 10' 20" WEST, PARALLEL TO THE WEST LINE OF SAID BENSON AVENUE, 31.25 FEET TO AN ANGLE POINT OF SAID EASEMENT; THENCE NORTH 89° 49' 40" EAST, 13.75 FEET TO THE **TRUE POINT OF BEGINNING**. ATTACHED HERETO IS A PLAT LABELED EXHIBIT "B", AND BY THIS REFERENCE, MADE A PART HEREOF.

AREA OF SAID EASEMENT = 429.69 SQUARE FEET OR 0.010 ACRES, MORE OR LESS.

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RIGHTS OF WAY, AND EASEMENTS OF RECORD, IF ANY.

PREPARED BY:

*Eugene C. Duncan*

CIVILTEC ENGINEERING, INC.  
EUGENE C. DUNCAN, LS 7745  
EXPIRES: 12/31/2021  
DATE: JUNE 9, 2021



# EXHIBIT "B"

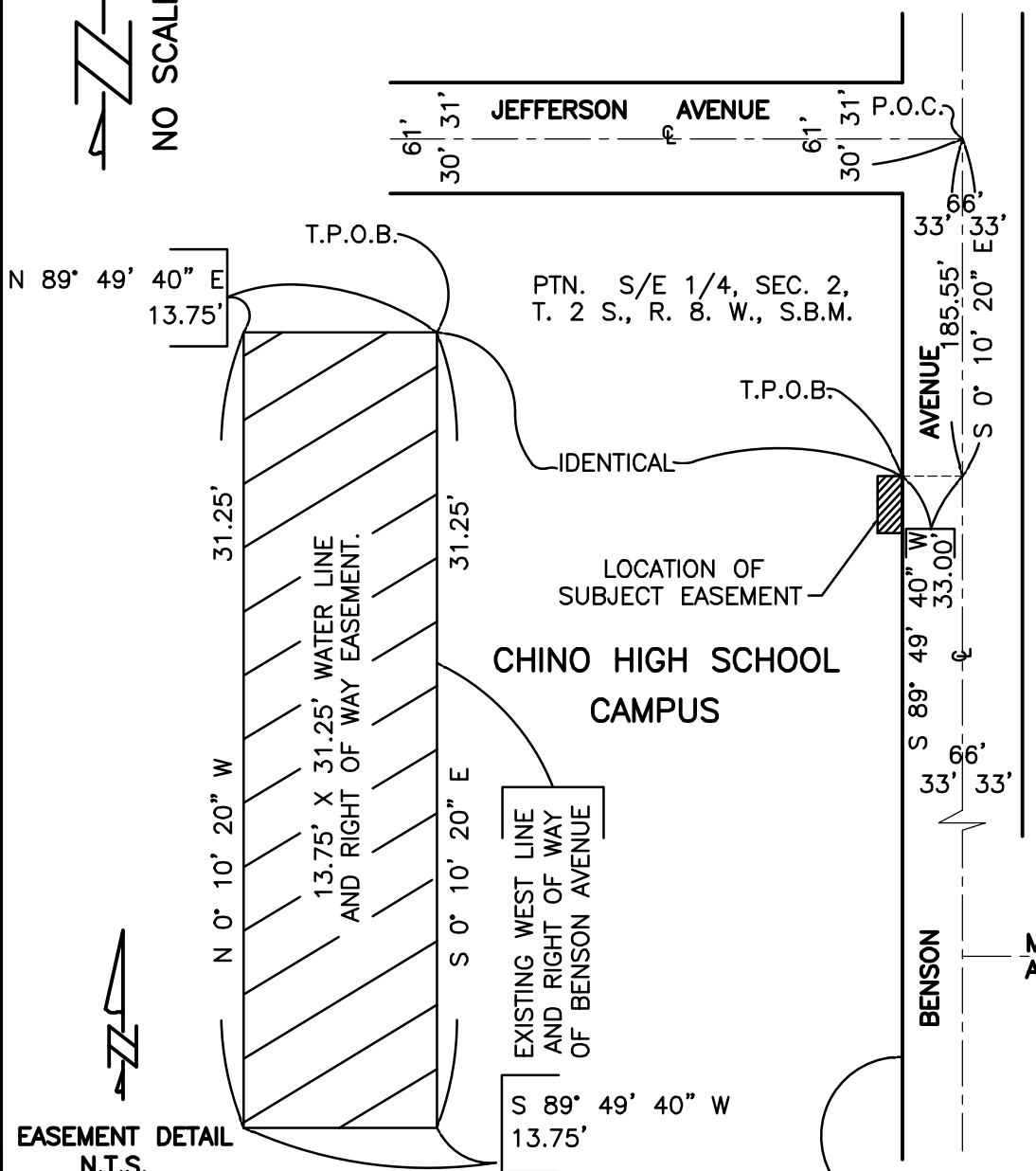
GRANT OF EASEMENT AND RIGHT OF WAY FOR WATER LINES AND APPURTENANT STRUCTURES TO THE CITY OF CHINO, CALIFORNIA.  
(AFFECTS APN: 1015-401-01)



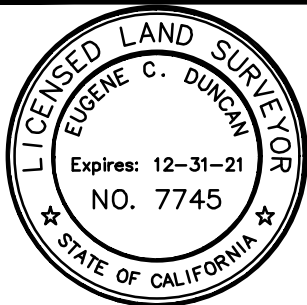
= HATCHED AREA INDICATES SUBJECT WATER EASEMENT.

AREA OF EASEMENT SHOWN: 429.69 SQUARE FEET, OR 0.010 ACRES, MORE OR LESS.

NO SCALE



EASEMENT DETAIL  
N.T.S.



118 West Lime Avenue  
Monrovia, CA 91016  
Phone: 626.357.0588  
Fax: 626.303.7957  
Web: www.civiltec.com

*Eugene C. Duncan*  
CIVILTEC ENGINEERING, INC.  
EUGENE C. DUNCAN, PLS  
EXPIRES: 12/31/2021  
DATE: JUNE 9, 2021

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 17, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations  
**SUBJECT:** **GRANT OF DEED OF RIGHT-OF-WAY TO THE CITY OF CHINO – CHINO HS PUBLIC STREET AND ROAD PURPOSES, PUBLIC UTILITIES, WIRES, CABLES, CONDUITS, STORM SEWERS, SANITARY SEWERS, WATER PIPELINES (FOR ANY PURPOSE, POTABLE OR NON-POTABLE, DOMESTIC OR AGRICULTURAL), A RIGHT-OF-WAY AND EASEMENT IN, OVER, UNDER, UPON, AND ACROSS ALL THAT REAL PROPERTY SITUATED IN THE CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA**

=====

**BACKGROUND**

Grant of Deed of Right-of-Way to the City of Chino is required for public street and road purposes, public utilities, wires, cables, conduits, storm sewers, sanitary sewers, water pipelines (for any purpose, potable or non-potable, domestic or agricultural), landscaping and equestrian/bicycle trails to or on the Chino HS site.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Grant of Deed of Right-of-Way to the City of Chino – Chino HS public street and road purposes, public utilities, wires, cables, conduits, storm sewers, sanitary sewers, water pipelines (for any purpose, potable or non-potable, domestic or agricultural), a right-of-way and easement in, over, under, upon, and across all that real property situated in the City of Chino, County of San Bernardino, State of California.

**FISCAL IMPACT**

None.

NE:GJS:pw

RECORDING REQUESTED BY

City of Chino  
Development Services Department  
P.O. Box 667  
Chino, CA 91708

AND WHEN RECORDED MAIL TO

City Clerk  
City of Chino  
P.O. Box 667  
Chino, CA 91708

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from recording fees according to  
Government Code Section No. 27383  
Transfer Tax: \$0

**DEED OF RIGHT-OF-WAY**

CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

CHINO VALLEY UNIFIED SCHOOL DISTRICT  
GRANTOR(S)

grants to the City of Chino, a political subdivision of the State of California, for public street and road purposes, public utilities, wires, cables, conduits, storm sewers, sanitary sewers, water pipelines (for any purpose, potable or non-potable, domestic or agricultural), a right-of-way and easement in, over, under, upon, and across all that real property situated in the City of Chino, County of San Bernardino, State of California, described as follows:

**SEE ATTACHED EXHIBIT A1, A2, A3 AND EXHIBIT B1, B2, B3**

PROJECT NO.: PL17-0113  
APN: 1015-591-01, 1015-401-01, 1015-591-02

**SIGNATURE(S) OF GRANTOR(S):      NOTE: SIGNATURES MUST BE NOTARIZED**

FULL NAME OF CORPORATION: Chino Valley Unified School District

BY: _____	_____	_____
Type Full Name and Title	Signature	Date
BY: _____	_____	_____
Type Full name and Title	Signature	Date
BY: _____	_____	_____
Type Full Name and Title	Signature	Date

This is to certify that the interest in real property conveyed by the within instrument to the City of Chino, California, a municipal corporation, is hereby accepted by order of the City Council, and the grantee consents to the recordation thereof by its duly authorized officer.

CITY OF CHINO: \_\_\_\_\_  
DTT: none      CITY CLERK      DATE

**EXHIBIT "A1"**  
**LEGAL DESCRIPTION**

THAT PORTION OF LOT 48 OF SECTION 2 , TOWNSHIP 2 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN ACCORDING TO MAP OF SUBDIVISION OF A PART OF RANCH SANTA ANA DEL CHINO IN THE CITY OF CHINO , COUNTY OF SAN BERNARDINO, CALIFORNIA PER PLAT RECORDED IN BOOK 6 PAGE 15 OF MAPS OF SAID COUNTY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE CENTERLINE INTERSECTION OF BENSON AVENUE (FORMERLY FIFTEENTH STREET - 65' WIDTH) AND JEFFERSON AVENUE (61' WIDTH), ALSO BEING THE POINT AT THE END OF THE CALL "THENCE NORTH ALONG THE CENTERLINE OF FIFTEENTH STREET 1262.76 FEET TO A POINT" IN THE DEED FILED IN BOOK 2372 PAGE 543 O.R. OF SAID COUNTY THENCE ALONG CENTERLINE OF SAID JEFFERSON AVENUE NORTH 89°59'05" WEST 51.56 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE SOUTH 00°00'55" WEST 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF JEFFERSON AVENUE AND THE **TRUE POINT OF BEGINNING**;


**THENCE** CONTINUING ALONG SAID RIGHT OF WAY LINE NORTH 89°59'05" WEST 18.56 FEET TO AN ANGLE POINT ON THE SOUTHERLY RIGHT OF WAY OF SAID JEFFERSON AVENUE AND THE WESTERLY RIGHT OF WAY OF SAID BENSON AVENUE ; **THENCE** ALONG THE WESTERLY RIGHT OF WAY OF SAID JEFFERSON AVENUE SOUTH 00°00'25" WEST 22.83 FEET TO A POINT; THECE LEAVING SAID RIGHT OF WAY NORTH 39°06'10" WEST 29.43 FEET TO THE **TRUE POINT OF BEGINNING**.

**CONTAINING:** 212 SF (MORE OR LESS)

**EXHIBIT "B":** ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF

**END DESCRIPTION**

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

  
\_\_\_\_\_  
J BRALEY  
L.S. NO. 8446

05-28-2021

DATE



**EXHIBIT "A2"**  
**LEGAL DESCRIPTION**

THAT PORTION OF LOT 51 OF SECTION 2 , TOWNSHIP 2 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN ACCORDING TO MAP OF SUBDIVISION OF A PART OF RANCH SANTA ANA DEL CHINO IN THE CITY OF CHINO , COUNTY OF SAN BERNARDINO, CALIFORNIA PER PLAT RECORDED IN BOOK 6 PAGE 15 OF MAPS OF SAID COUNTY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE CENTERLINE INTERSECTION OF TENTH STREET (65' WIDTH) AND PARK PLACE (65' WIDTH), ALSO BEING THE POINT OF THE LAST CALL (SOUTH 00°00'30" WEST 1295.21 FEET) IN THE DEED FILED IN BOOK 2372 PAGE 543 O.R. OF SAID COUNTY THENCE ALONG THE CENTERLINE OF SAID PARK PLACE SOUTH 89°59'30" EAST 60.71 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE NORTH 00°00'30" EAST 35.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF PARK PLACE AND THE **TRUE POINT OF BEGINNING**;


**THENCE** CONTINUING ALONG RIGHT OF WAY OF SAID PARK PLACE NORTH 89°59'30" WEST 25.71 FEET TO A POINT AT THE ROW INTERSECTION OF SAID PARK PLACE AND SAID TENTH STREET; **THENCE** ALONG THE EASTERLY RIGHT OF WAY OF SAID TENTH STREET NORTH 00° 00'00" EAST 25.71 FEET; **THENCE** LEAVING SAID RIGHT OF WAY OF TENTH STREET SOUTH 44°59'30" EAST 36.36 FEET TO THE **TRUE POINT OF BEGINNING**.

**CONTAINING:** 330 SF (MORE OR LESS)

**EXHIBIT "B":** ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF

**END DESCRIPTION**

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

  
\_\_\_\_\_  
J BRALEY                                      05-28-2021  
L.S. NO. 8446                                      DATE





**EXHIBIT "A3"**  
**LEGAL DESCRIPTION**

THAT PORTION OF LOT 46 OF SECTION 2 , TOWNSHIP 2 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN ACCORDING TO MAP OF SUBDIVISION OF A PART OF RANCH SANTA ANA DEL CHINO IN THE CITY OF CHINO , COUNTY OF SAN BERNARDINO, CALIFORNIA PER PLAT RECORDED IN BOOK 6 PAGE 15 OF MAPS OF SAID COUNTY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE CENTERLINE INTERSECTION OF TENTH STREET (65' WIDTH) AND JEFFERSON AVENUE (61' WIDTH), ALSO BEING THE POINT AT THE END OF THE CALL "THENCE WEST AND PARALLEL WITH CENTERLINE OF WALNUT STREET 1871.00 FEET" IN THE DEED FILED IN BOOK 2372 PAGE 543 O.R. OF SAID COUNTY THENCE ALONG CENTERLINE OF SAID TENTH STREET SOUTH 00°00'30" WEST 55.00 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE SOUTH 89°59'30" EAST 35.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF TENTH STREET AND THE **TRUE POINT OF BEGINNING**;


**THENCE** CONTINUING ALONG SAID RIGHT OF WAY LINE NORTH 45°00'43" EAST 35.35 FEET TO AN ANGLE POINT ON THE SOUTHERLY RIGHT OF WAY OF SAID JEFFERSON AVENUE (61' WIDTH); **THENCE** ALONG THE SOUTHERLY RIGHT OF WAY OF SAID JEFFERSON AVENUE SOUTH 89°59'05" EAST 2.51 FEET; **THENCE** LEAVING SAID RIGHT OF WAY OF JEFFERSON AVENUE SOUTH 45°00'43" WEST 38.90 TO A POINT ON THE EASTERLY RIGHT OF WAY OF SAID TENTH STREET; **THENCE** ALONG SAID RIGHT OF WAY OF TENTH STREET NORTH 00°00'30" EAST 2.51 FEET TO THE **TRUE POINT OF BEGINNING**.

**CONTAINING:** 79 SF (MORE OR LESS)

**EXHIBIT "B":** ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF

**END DESCRIPTION**

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

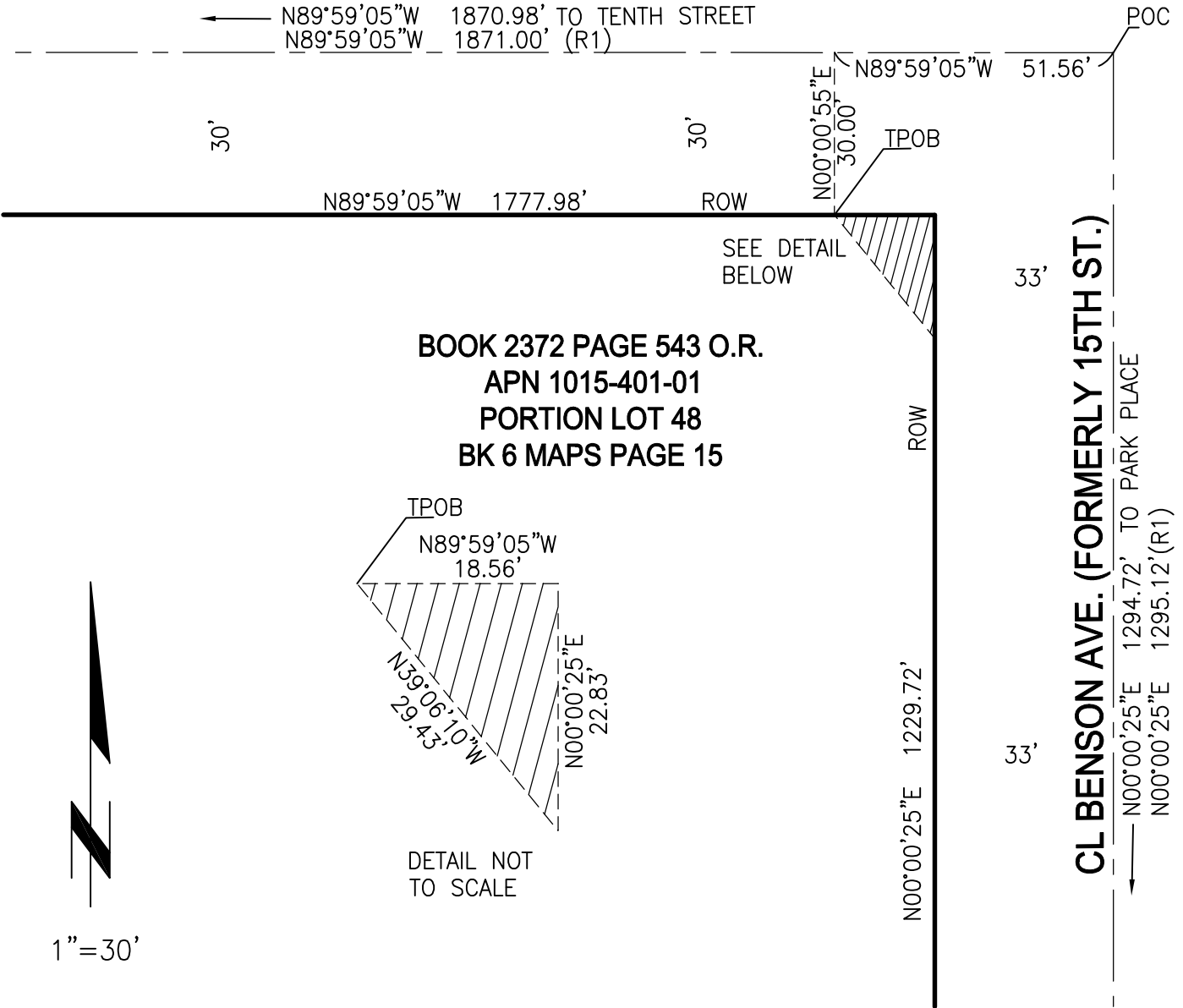
  
\_\_\_\_\_  
J BRALEY  
L.S. NO. 8446

05-28-2021  
DATE



**EXHIBIT "B1"**


**CL JEFFERSON AVE.**




**REFERENCES**


(R1) DEED BOOK 2372 PAGE 543 O.R.

**LEGEND**

CL CENTERLINE  
 POC POINT OF COMMENCEMENT  
 TPOB TRUE POINT OF BEGINNING  
 ROW RIGHT OF WAY  
 EASEMENT AREA  
 (212 SQ.FT. MORE OR LESS)

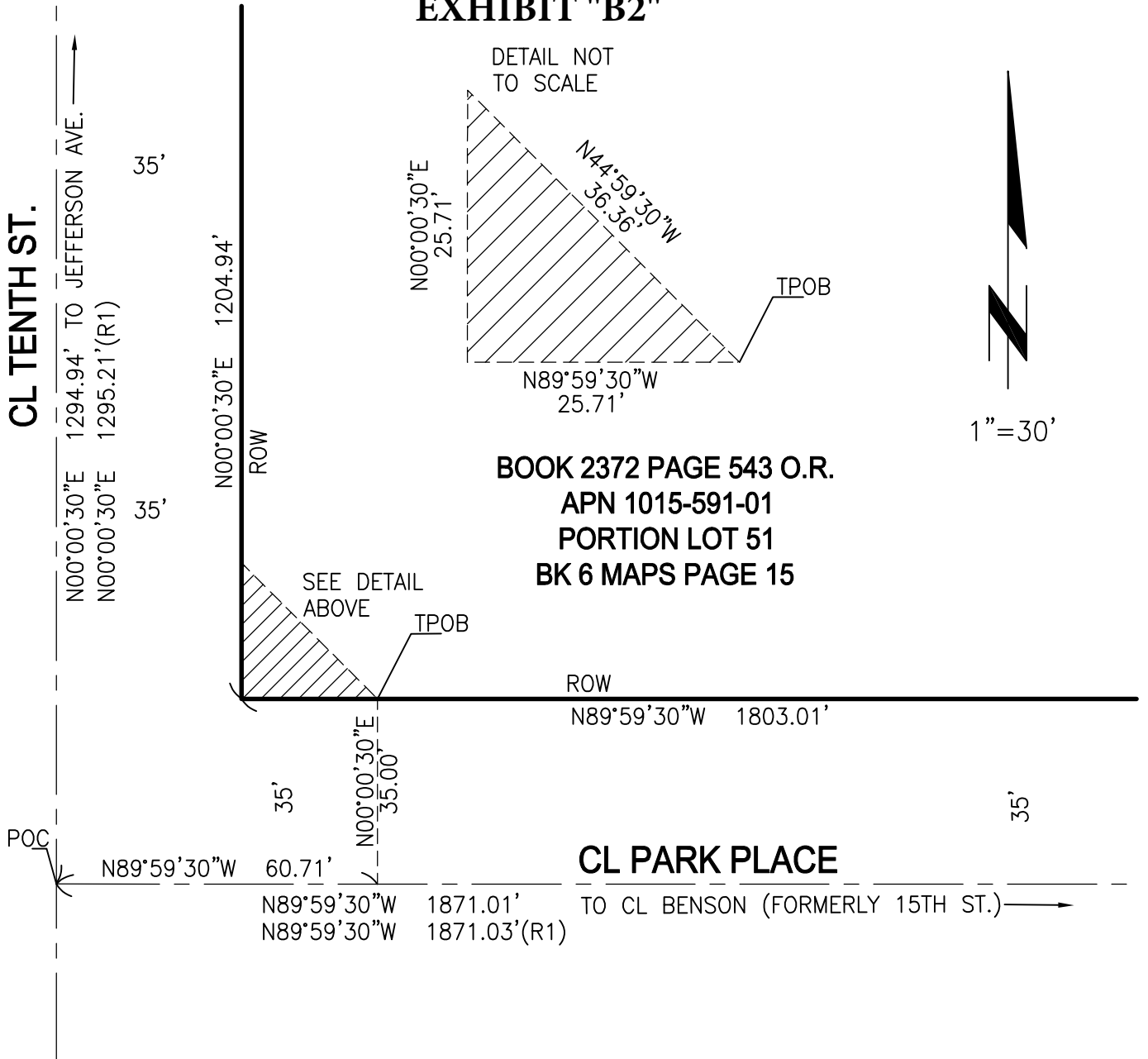
  
**J. BRALEY** DATE  
 L.S. NO. 8446



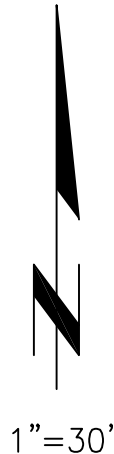
<p><b>PREPARED FOR:</b></p>	<p><b>PREPARED BY:</b></p>	<p><b>JOB # 20503.01</b></p>
<p><b>CITY OF CHINO</b>                  13220 CENTRAL AVE.                  CHINO, CA 91710</p>	<p>   <b>Cannon</b>                  16842 VON KARMAN AVENUE SUITE 150                  IRVINE, CALIFORNIA 92606 (949) 753-8111                  Civil Engineering • Planning • Surveying                  Page 26             </p>	<p> <b>BK 2372 PG 543 O.R.</b>  <b>A.P.N. 1015-401-01</b>                  DRAWN BY: JB SCALE: 1" = 30'             </p>

# EXHIBIT "B2"

CL TENTH ST.



BOOK 2372 PAGE 543 O.R.  
 APN 1015-591-01  
 PORTION LOT 51  
 BK 6 MAPS PAGE 15



**REFERENCES**

(R1) DEED BOOK 2372 PAGE 543 O.R.

**LEGEND**

- CL CENTERLINE
- POC POINT OF COMMENCEMENT
- TPOB TRUE POINT OF BEGINNING
- ROW RIGHT OF WAY
- EASEMENT AREA (330 SQ.FT. MORE OR LESS)

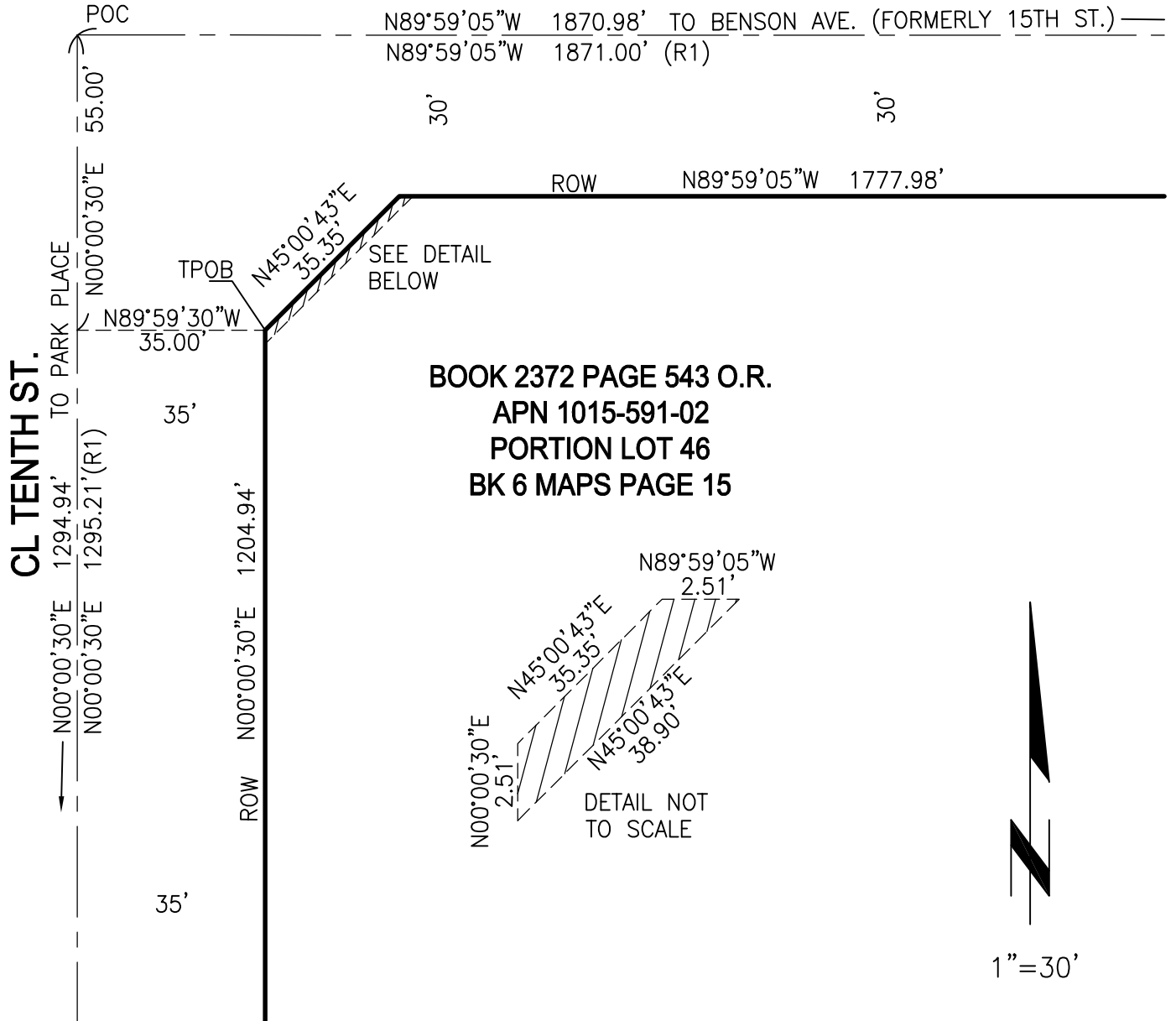
*J. Braley*  
 J BRALEY DATE 05-28-2021  
 L.S. NO. 8446



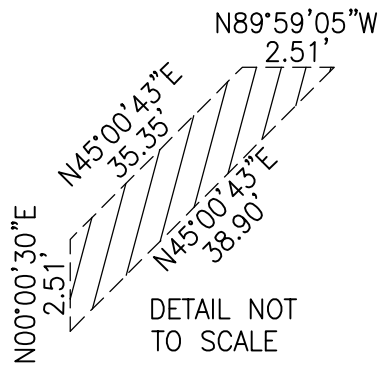
<b>PREPARED FOR:</b> CITY OF CHINO 13220 CENTRAL AVE. CHINO, CA 91710	<b>PREPARED BY:</b> 16842 VON KARMAN AVENUE SUITE 150 IRVINE, CALIFORNIA 92606 (949) 753-8111 Civil Engineering • Planning • Surveying	<b>JOB # 20503.01</b>  <b>BK 2372 PG 543 O.R.</b> <b>A.P.N. 1015-591-01</b>  DRAWN BY: JB      SCALE: 1" = 30'
--	---	---

# EXHIBIT "B3"

## CL JEFFERSON AVE.



BOOK 2372 PAGE 543 O.R.  
 APN 1015-591-02  
 PORTION LOT 46  
 BK 6 MAPS PAGE 15



1"=30'

**REFERENCES**

(R1) DEED BOOK 2372 PAGE 543 O.R.

**LEGEND**

- CL CENTERLINE
- POC POINT OF COMMENCEMENT
- TPOB TRUE POINT OF BEGINNING
- ROW RIGHT OF WAY
- EASEMENT AREA  
(79 SQ.FT. MORE OR LESS)

*J. Braley*  
 J BRALEY 06-02-2021  
 L.S. NO. 8446 DATE



<b>PREPARED FOR:</b> CITY OF CHINO 13220 CENTRAL AVE. CHINO, CA 91710	<b>PREPARED BY:</b> <b>Cannon</b> 16842 VON KARMAN AVENUE SUITE 150 IRVINE, CALIFORNIA 92606 (949) 753-8111 Civil Engineering Planning • Surveying	<b>JOB # 20503.01</b>  <b>BK 2372 PG 543 O.R.</b> <b>A.P.N. 1015-591-02</b>  DRAWN BY: JB      SCALE: 1" = 30'
--	--	---

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 17, 2021

**TO:** Members, Board of Education

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

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

**SUBJECT: REVISED FINAL FACILITIES MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CHINO VALLEY UNIFIED SCHOOL DISTRICT AND SYCAMORE ACADEMY OF SCIENCE AND CULTURAL ARTS - CHINO VALLEY FOR JULY 1, 2021, THROUGH DECEMBER 31, 2021, ONLY; AND REVISED FINAL SHARED USE AGREEMENT BY AND BETWEEN THE CHINO VALLEY UNIFIED SCHOOL DISTRICT AND SYCAMORE ACADEMY OF SCIENCE AND CULTURAL ARTS - CHINO VALLEY FOR JULY 1, 2021, THROUGH DECEMBER 31, 2021, ONLY**

=====

**BACKGROUND**

On March 31, 2021, pursuant to the requirements of California Code of Regulations, Title 5, section 11969.9(h), the District sent Sycamore Academy of Science and Cultural Arts-Chino Valley (SASCA-CV), its Final Facilities Memorandum of Understanding and Final Shared Use Agreement for co-located facilities at the District’s Alternative Education Center/former Los Serranos ES site for the 2021/2022 school year.

On May 24, 2021, the Ronald Reagan Charter School Alliance Board of Trustees approved the Revised Final Facilities Memorandum of Understanding and Revised Final Shared Use Agreement.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Revised Final Facilities Memorandum of Understanding by and between the Chino Valley Unified School District and Sycamore Academy of Science and Cultural Arts-Chino Valley for July 1, 2021, through December 31, 2021, Only; and the Revised Final Shared Use Agreement by and between the Chino Valley Unified School District and Sycamore Academy of Science and Cultural Arts-Chino Valley for July 1, 2021, through December 31, 2021, Only.

## **FISCAL IMPACT**

Pursuant to Education Code section 47614, the District will charge SASCA-CV a total pro rata share fee of \$50,470.74 based on the District's facilities costs for SASCA-CV's use of exclusive and shared space at the District's Alternative Education Center/former Los Serranos ES site, in addition to charging SASCA-CV a proportionate share of utility services costs in the amount of 25% of all utility costs during the six-month term of the Revised Final Facilities MOU.

NE:GJS:pw

Chino Valley Unified School District's Revised Final Notification of Facilities Offered for July 1, 2021 to December 31, 2021 in Response to the Sycamore Academy of Science and Cultural Arts-Chino Valley Charter School's October 29, 2020 Proposition 39 Facilities Request

**REVISED FINAL FACILITIES MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
CHINO VALLEY UNIFIED SCHOOL DISTRICT AND  
SYCAMORE ACADEMY OF SCIENCE AND CULTURAL ARTS-CHINO VALLEY  
FOR JULY 1, 2021 THROUGH DECEMBER 31, 2021 ONLY**

**THIS REVISED FINAL FACILITIES MEMORANDUM OF UNDERSTANDING** ("MOU") is made by and between the Chino Valley Unified School District ("CVUSD" or "District"), a public school district organized and existing under the laws of the State of California, and the Ronald Reagan Charter School Alliance ("RRCSA"), a California non-profit public benefit corporation (California Secretary of State number C3065333 and federal employer identification number 26-1352817) operating the Sycamore Academy of Science and Cultural Arts-Chino Valley ("SASCA-CV") charter school. The District and SASCA-CV may be referred to herein individually as a "Party" or collectively as the "Parties."

**RECITALS**

**WHEREAS**, District holds title to certain real property and facilities held in trust for the State of California to benefit all public school students residing in District's boundaries;

**WHEREAS**, SASCA-CV is a TK-8th grade charter school located within the boundaries of the District whose charter was conditionally approved by the San Bernardino County Board of Education on December 3, 2018, and on January 7, 2019, the San Bernardino County Board of Education found that SASCA-CV met the conditions required for approval such that SASCA-CV's charter was approved for a term from July 1, 2019 to June 30, 2024;

**WHEREAS**, on October 29, 2020, SASCA-CV submitted a request for school facilities under Education Code § 47614 and its implementing regulations as set forth in Title 5 of the California Code of Regulations § 11969.9(a) *et seq.* (the "Proposition 39 Request") for the 2021-2022 school year to the District;

**WHEREAS**, on November 30, 2020, the District responded to SASCA-CV's October 29th letter pursuant to California Code of Regulations, Title 5, § 11969.9(d);

**WHEREAS**, on January 1, 2021, SASCA-CV submitted its response to the District's objections contained in its November 30, 2020 letter;

**WHEREAS**, on January 29, 2021, pursuant to the requirements of Education Code § 47614 and its implementing regulations, the District offered to provide SASCA-CV with co-located facilities sufficient to house SASCA-CV's in-District students ("Preliminary Proposal");

**WHEREAS**, on February 27, 2021, the District received SASCA-CV's response to the District's January 29, 2021 Preliminary Proposal dated February 26, 2021;

NE: BH  
BH: \_\_\_\_\_

Chino Valley Unified School District's Revised Final Notification of Facilities Offered for July 1, 2021 to December 31, 2021 in Response to the Sycamore Academy of Science and Cultural Arts-Chino Valley Charter School's October 29, 2020 Proposition 39 Facilities Request

**REVISED FINAL FACILITIES MEMORANDUM OF UNDERSTANDING**

**WHEREAS**, on March 31, 2021, pursuant to the requirements of California Code of Regulations, Title 5, § 11969.9(h), the District sent SASCA-CV its March 31, 2021 Final Notification of Facilities Offered, which provided SASCA-CV with reasonably equivalent facilities sufficient to house SASCA-CV's in-District students ("Final Notification");

**WHEREAS**, on April 12, 2021, the District received SASCA-CV's letter asking for an in lieu of Proposition 39 agreement between SASCA-CV and the District;

**WHEREAS**, on April 16, 2021, the District declined SASCA-CV's proposal of an in lieu of Proposition 39 agreement and, as an accommodation for SASCA-CV, offered to revise its March 31, 2021 Final Notification of Facilities Offered to reflect a term beginning on July 1, 2021 and ending on December 31, 2021;

**WHEREAS**, on April 26, 2021, the District received SASCA-CV's letter stating SASCA-CV's intent to vacate the District's Proposition 39 facilities no later than December 31, 2021 and asking for the District's proposed July 1, 2021 through December 31, 2021 term to be contained in an in lieu of Proposition 39 agreement;

**WHEREAS**, on April 27, 2021, the District declined SASCA-CV's proposal of an in lieu of Proposition 39 agreement and again offered to revise its March 31, 2021 Final Notification of Facilities Offered to reflect a term beginning on July 1, 2021 and ending on December 31, 2021;

**WHEREAS**, on April 29, 2021, SASCA-CV accepted the District's proposal to revise its March 31, 2021 Final Notification of Facilities Offered and Final Facilities Memorandum of Understanding to state a term beginning on July 1, 2021 and ending on December 31, 2021;

**WHEREAS**, the District and SASCA-CV wish to set forth the terms and conditions on which SASCA-CV shall have the right to use co-located facilities located at 15650 Pipeline Ave, Chino Hills, California ("AEC school site") for the sole purpose of operating SASCA-CV's educational program in accordance with SASCA-CV's July 19, 2018 charter petition, as well as the responsibilities of SASCA-CV with respect to the use and operation thereof; and the rights and responsibilities of the District as the title holder of that certain real property to be used;

**WHEREAS**, the District and SASCA-CV enter into this Revised Final Facilities Memorandum of Understanding for SASCA-CV's use of co-located facilities at the AEC school site for July 1, 2021 through December 31, 2021 **only**; and

**WHEREAS**, the Parties do not intend this Revised Final Facilities Memorandum of Understanding to constitute a lease of real property pursuant to Education Code § 17455 *et seq.*

**NOW, THEREFORE**, in consideration of SASCA-CV's pro rata share payments and of the covenants and agreements set forth herein to be kept and performed by SASCA-CV, the Parties agree as follows:

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Chino Valley Unified School District's Revised Final Notification of Facilities Offered for  
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## REVISED FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

1. **Term.** The term of this Revised Final Facilities Memorandum of Understanding ("Term") is from July 1, 2021 and shall terminate on the expiration of this Revised Final Facilities Memorandum of Understanding on December 31, 2021, unless earlier terminated in accordance with the terms of this Revised Final Facilities Memorandum of Understanding. The District makes no guarantee or representation that the co-located facilities will be available for any additional term beyond the current Term. The District retains all rights, including the right to move SASCA-CV to another location in the future in conformity with the law.

2. **Use of the Co-Located Facilities.** The District agrees to allow SASCA-CV's use of the co-located facilities, for the sole purpose of operating SASCA-CV's educational program in accordance with SASCA-CV's July 19, 2018 charter petition from July 1, 2021 through December 31, 2021 **only**. The agreed use of the co-located facilities does not extend to any other use than the operation of the charter school including the use of the co-located facilities or the AEC school site address by the operators of SASCA-CV's affiliates, SASCA-CV's back-office service providers, other non-profits affiliated in any way with SASCA-CV, or any other entities.

A. The District offers SASCA-CV an amount and configuration of space at the AEC school site, as follows:

i. **Exclusive Use.** As depicted in **Attachment 1 Site Plan**, the facilities to be provided by the District for SASCA-CV's exclusive use include the following:

1. Eleven (11) Classrooms for TK-8th grade students (includes two (2) classrooms with restrooms suitable for use as kindergarten classrooms);
2. One (1) Classroom with a restroom suitable for use as a Nurse's Office and/or Office Space;
3. One (1) classroom suitable for use as Office Space;
4. Library;
5. Fenced Kindergarten Playground and play area;
6. Restrooms in Building H;
7. Two (2) Storage rooms;
8. One (1) Custodial closet;
9. Enclosure for (1) Dumpster and (1) Recycling Bin; and
10. Fifteen (15) Parking Spaces in the Upper Parking Lot.

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ii. **Shared Use.** As depicted in Attachment 1 Site Plan, the facilities to be provided by the District for SASCA-CV's shared use include the following:

1. Upper Playground;
2. Athletic Fields;
3. Paved Play-Space/Basketball Courts;
4. Covered Pick-Up/Drop-Off Area; and
5. Sixty-nine (69) Parking Spaces in the Front Parking Lot.

iii. SASCA-CV's use of exclusive and shared space at the AEC school site shall be governed by Attachment 2 Revised Final Shared Use Agreement.

The District, at its sole and absolute discretion, reserves the right to limit or prohibit SASCA-CV's access or use of the exclusive and shared use space at the AEC school site at any time due to the COVID-19 pandemic or other subsequent pandemic or epidemic, including the right to terminate this Agreement or temporarily suspend use of the exclusive and shared use space at the AEC school site at any time based on any Executive Orders by the Governor, and any federal, State, or local health ordinances, regulations, guidelines, or orders ("Health Orders"), or concern deemed reasonable in the sole discretion of the District, as related to the COVID-19 pandemic or any subsequent health pandemic or epidemic. Nothing in this Agreement is intended to override SASCA-CV's obligations to comply with any and all of the requirements of the above-referenced Health Orders, and SASCA-CV's willful or negligent violation of any such Orders in the conduct of its activities on the Facilities may constitute a material breach of this Agreement subjecting this Agreement to potential termination.

**B. Delivery of the Shared Use and Exclusive Use Space.** The District will fulfill its delivery obligation upon SASCA-CV's acceptance of the Revised Final Notification of Facilities, the Revised Final Facilities Memorandum of Understanding and the Revised Final Shared Use Agreement. [Attachment 2 Revised Final Shared Use Agreement.]

**C. Furnishings and Equipment.** The District has provided reasonably equivalent furnishings and equipment to SASCA-CV. All furnishings and equipment provided to SASCA-CV shall remain the property of the District, shall be used for the sole purpose of operating SASCA-CV's educational program, and shall be returned to the District at the end of the July 1, 2021 through December 31, 2021 Term in the same condition as received upon SASCA-CV vacating the Shared Use and Exclusive Use space. SASCA-CV shall be financially responsible for any damage caused by its use of the District's furnishings and equipment.

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- i. Furnishings and equipment purchased with non-District funds are excluded from the analysis of reasonably equivalent furnishings and equipment pursuant to 5 C.C.R. § 11969.2(e).
- ii. The District shall develop and maintain an inventory of all reasonably equivalent furnishings and equipment provided to SASCA-CV during the Term of this Revised Final Facilities MOU.
- iii. SASCA-CV shall develop and maintain an inventory of all SASCA-CV furnishings and equipment purchased by SASCA-CV during the Term of this Revised Final Facilities MOU. SASCA-CV shall provide the District with a written copy of the SASCA-CV inventory on September 1, 2021 and December 1, 2021.
- iv. During the Term of this Revised Final Facilities MOU, SASCA-CV shall request repair of furnishings and equipment (including, but not limited to desks, chairs, playground equipment, security alarms, fixtures, and security) consistent with District policies via the District's "SchoolDude," online work order system.

**D. Civic Center Act.** SASCA-CV shall have use of the space allocated to SASCA-CV for the operation of its educational program pursuant to the SASCA-CV charter during its regular school hours; provided, however, that after 4:00 pm on each weekday and all day on weekends and holidays, the non-exclusive use areas of the AEC school site shall be subject to use by the public pursuant to the Civic Center Act (Education Code § 38130 et seq.) and/or any joint use or recreational program use that has been deemed appropriate by the District. SASCA-CV shall direct all individuals requesting Civil Center Act, joint use or recreational program use to contact the District to request use of facilities at the AEC school site.

**E. Current Program Use.** SASCA-CV 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 school site including the District's Alternative Education Center, the Chino Valley Learning Academy, and the Spectrum Center Schools and Programs.

**F. Third-Party Use.** In the event a District-approved third-party uses the AEC school site, SASCA-CV agrees that it will not engage in any conduct which has the purpose or effect of disrupting or undermining the operation of District-approved third-party programs on the AEC school site.

**G. Reversion to District.** Upon the termination or expiration of this Revised Final Facilities Memorandum of Understanding on December 31, 2021 or by its terms, the right to use and occupation of the co-located facilities and District furnishings and equipment thereon, if any, shall revert to the District, unless the Parties mutually negotiate a successor agreement. Upon termination of this Revised Final Facilities Memorandum of Understanding, the District shall

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recoup the full rights and benefits of its ownership of the co-located facilities, including, but not limited to, possession and use of the co-located facilities for District programs and services.

**H. One Physical Location/Site.** Pursuant to Education Code § 47605, a petition for the establishment of a charter school shall identify a single charter school that will operate within the geographical boundaries of a school district. SASCA-CV agrees that during the term of this Revised Final Facilities MOU it will not establish any additional physical locations and/or sites within the District beyond the AEC school site.

**I. Full and Complete Satisfaction.** SASCA-CV agrees that, by accepting the co-located facilities, SASCA-CV certifies that the District has fully and completely satisfied the District's obligation to provide facilities, including furnishings and equipment, to SASCA-CV under Education Code § 47614 and all Proposition 39 implementing regulations for the duration of the July 1, 2021 through December 31, 2021 Term. SASCA-CV waives any rights it may have to subsequently object to the District's perceived failure to offer facilities, including furnishings and equipment, in accordance with applicable law and waives any rights it may have to challenge those aspects of the District's offer of facilities, including furnishings and equipment, that SASCA-CV may believe would violate the substantive or procedural requirements of Proposition 39 and its implementing regulations.

**Allocation of Facilities.** Pursuant to the requirements of Proposition 39, the allocation of classrooms and space at the AEC school site to SASCA-CV for July 1, 2021 through December 31, 2021 is based on SASCA-CV's agreement to a term from July 1, 2021 through December 31, 2021 and upon 171.95 Total in-District ADA. In the event that the District over-allocates space to SASCA-CV, the District shall exercise its rights under Proposition 39 regulations to collect an overallocation fee from SASCA-CV (5 CCR § 11969.8).

**J. ADA Reporting.** As required under 5 C.C.R. § 11969.9(l), SASCA-CV must report actual ADA to the District every time that SASCA-CV reports ADA for apportionment purposes. SASCA-CV's reports must include SASCA-CV's in-District and total ADA and in-District and total classroom ADA. SASCA-CV must maintain all records documenting the data contained in its ADA reports. All such records shall be available on request by the District. Additionally, the District may request backup documentation confirming SASCA-CV's in-District ADA at any time.

**K. Utilities.** SASCA-CV shall be responsible for payment of utility services costs during SASCA-CV's use of the co-located facilities during the July 1, 2021 through December 31, 2021 Term. The District 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 SASCA-CV monthly via invoice for its proportionate share of utility services agreed to be twenty-five percent (25%) of the total monthly AEC utilities costs. SASCA-CV shall promptly make payment of the invoice to the "Chino Valley Unified School District" and deliver said payment to the CVUSD Assistant Superintendent of Business Service within thirty

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(30) calendar days of receipt of such invoice from the District. SASCA-CV understands the utility services fee is in addition to the pro rata share fee.

**L. Computer Network and Internet Services.** For the 2019-2020 school year, the District installed and offered to provide SASCA-CV with a reasonably equivalent Computer Network and Internet Services for the AEC school site, which included the network infrastructure, a firewall, and an operational phone and intercom system, but did not include the District providing any servers to SASCA-CV. SASCA-CV's governing board approved the ratification of an agreement with URM Technologies on August 26, 2019. The agreement describes URM's scope of work and computer network services for SASCA-CV and its sister charter school, at a cost of \$477,624.50. On November 5, 2019, SASCA-CV Executive Director Ms. Hale informed the CVUSD Superintendent that SASCA-CV "*obtained internet access independently of the District as of October 30, 2019;*" therefore, SASCA-CV did not accept the District's offer of a reasonably equivalent Computer Network. For the Term of July 1, 2021 through December 31, 2021, should SASCA-CV request to use the District's Computer Network and Internet Services, SASCA-CV must accept the District's Computer Network and Internet Services MOU which defines the District's provision of and SASCA-CV's use of the District's Computer Network at the AEC school site. Otherwise, SASCA-CV shall secure Computer Network, Internet and phone services at its own cost.

### 3. Fees for Use of Facilities.

**A. Pro Rata Share Fee.** The District shall provide SASCA-CV with reasonably equivalent facilities for July 1, 2021 to December 31, 2021 and shall charge SASCA-CV a monthly pro rata share fee of \$8,411.79, one-twelfth of the \$100,941.50 Pro Rata Share Fee per month for a total amount of \$50,470.74 pursuant to Education Code § 47614(b) and 5 C.C.R. § 11969.7.

SASCA-CV's monthly Pro Rata Fee Share payments of \$8,411.79 shall be due on July 1, 2021; August 1, 2021; September 1, 2021; October 1, 2021; November 1, 2021; and December 1, 2021. A breakdown of the calculation of the total 2021-2022 pro rata share fee is shown in **Attachment 3 Pro Rata Share Fee.**

**B. Assessment of Pro Rata Share Fee.** Payment of the pro rata share fee shall be due to the District from SASCA-CV. The District will invoice SASCA-CV for six installment payments for the pro rata share fee, commencing July 1, 2021 and ending with the sixth and final payment due on December 1, 2021. The pro rata share fee is equal to six payments of \$8,411.79 totaling \$50,470.74. The pro rata share fee will be payable by SASCA-CV to the "Chino Valley Unified School District" and delivered to the CVUSD Director of Fiscal Services.

Payment from SASCA-CV to the District will be due on July 1, 2021; August 1, 2021; September 1, 2021; October 1, 2021; November 1, 2021; and December 1, 2021.

**C. Late Payment.** SASCA-CV acknowledges that late payment of the pro rata share charge by SASCA-CV to the District will cause District to incur costs not contemplated by this

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Revised Final Facilities MOU, the exact amount of which will be difficult to ascertain. Those costs include, but are not limited to, processing and accounting charges. Accordingly, if the District does not receive any installment of the pro rata share charge or any other sum due from SASCA-CV by 4:00 p.m. within ten (10) calendar days after the payment is due, SASCA-CV shall pay to District, as additional sums due, a late charge equal to five percent (5%) of the overdue amount. The Parties hereby agree that any late charge assessed to SASCA-CV shall represent a fair and reasonable estimate of the costs District will incur by reason of late payment by SASCA-CV. Acceptance of late sums by District shall in no event constitute a waiver of SASCA-CV's default with respect to any overdue amount, nor prevent District from exercising any of its other rights and remedies granted hereunder.

**D. Disputes as to Pro Rata Share Fee.** If SASCA-CV disputes all or any part of the pro rata share fee, SASCA-CV shall pay the undisputed portion of the charge per the terms provided in section 3.B. above, and shall deposit the disputed amount into escrow with an escrow company authorized to do business in the state of California at SASCA-CV's expense. The Parties agree the first attempt to resolve the dispute is that SASCA-CV shall prepare and send to the District a written notice of dispute of the pro rata share fee with the following information: (1) a statement of facts of the dispute (2) specific resolution sought by SASCA-CV, and within thirty (30) business days from receipt of the notice of dispute, District representatives shall prepare and send a written response to the dispute, if SASCA-CV finds the District's response to be agreeable, SASCA-CV shall prepare and send a written notice indicating the dispute has been resolved, or if SASCA-CV disagrees with the District's response, SASCA-CV shall prepare a written request to informally meet with District representatives weekly to resolve the dispute until the dispute has been resolved. The disputed amount shall remain in escrow until the pro rata share fee dispute is resolved either through the dispute resolution process described above or by a final judgment from a court of competent jurisdiction. Any interest accrued on the escrowed funds shall be allocated to the District.

**4. Maintenance.** All facilities provided to SASCA-CV shall remain the property of the District. The ongoing operations and maintenance of the facilities, as well as "deferred maintenance," shall be the responsibility of the District. Costs of maintenance and operations services are included in the pro rata share fee. Deferred maintenance projects are those that are major in scope and which may involve a public works bid. Deferred maintenance includes the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and flooring systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code § 17582. The District shall include SASCA-CV's exclusive use facilities on its deferred maintenance list in the same manner as it would include any other District facilities on the District's deferred maintenance list.

In the event that SASCA-CV requests that the District perform maintenance and repairs to SASCA-CV's exclusive use space at AEC allocated to SASCA-CV, SASCA-CV shall submit a request via the District's "SchoolDude," online work order system. The District reserves the right

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at any time to implement a different process for SASCA-CV's submission of maintenance and repair requests.

SASCA-CV shall be responsible for all custodial services in spaces allocated for SASCA-CV's exclusive use. SASCA-CV shall require all custodial services to be performed in a manner equivalent to the custodial services performed at all other District school sites. Should SASCA-CV neglect or fail to perform custodial services consistent with current District policy and practice, the District reserves the right to provide custodial services and to charge SASCA-CV reasonable costs for such services if SASCA-CV fails to cure such failure within fifteen (15) calendar days written notice from the District.

The District shall be responsible for all landscaping and grounds keeping services, unless SASCA-CV receives written permission from the District to perform landscaping or grounds keeping. SASCA-CV shall not modify or remove any landscaping or trees at the AEC school site in any manner, unless SASCA-CV receives written permission from the District. SASCA-CV shall request removal of graffiti and repair of any vandalism at the co-located facilities consistent with District policies as soon as possible, but in no event later than 72 hours after such graffiti and/or vandalism is discovered.

SASCA-CV shall be responsible for all costs, coordination, and scheduling of all necessary inspections and payment of all fees required by any municipal or governmental laws, ordinances, rules or regulations regarding SASCA-CV's use of shared and exclusive space. SASCA-CV shall provide a written copy of any such report, proof of inspection or other documentation of any inspection or review to the District within three (3) calendar days of receipt.

**5. Safety Measures.** SASCA-CV shall implement any and all safety measures specified, implied, or otherwise reasonably necessary to comply with any Health Orders applicable to SASCA-CV's use of the exclusive and shared use space, including, but not limited to: 1) establishing and enforcing social distancing protocols, 2) requiring and enforcing mask wearing requirements, 3) providing adequate hygiene and sanitary supplies such as hand sanitizer and cleaner for equipment or property used in the Facilities, 4) requiring SASCA-CV staff, students, guests, or invitees to refrain from entering the AEC school site if they exhibit any COVID-19 symptoms or have any reason to believe they may have contracted the COVID-19 virus, and 5) requiring SASCA-CV staff and students to be vaccinated against the COVID-19 virus. SASCA-CV shall ensure that all students, staff, guests, and invitees comply with all safety measures at any time they are using any property owned by the District, including, but not limited to, any common areas within the AEC school site and the specific property used pursuant to this Agreement.

**6. Cleaning/Sanitation.** SASCA-CV shall implement a cleaning procedure using such cleaning products as are approved by the Centers for Disease Control and Prevention as being effective in eliminating the COVID-19 virus in any indoor space within the exclusive and shared use space used by SASCA-CV staff and students. This cleaning process must be implemented before and after any such use by the District or SASCA-CV and must be applied to the entire facilities used by the District or SASCA-CV, including any equipment or furniture within the AEC

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school site. After the end of any use, SASCA-CV shall provide documentation to the District demonstrating that it cleaned any area used to eliminate the COVID-19 virus.

**7. Pest Management.** The District shall provide pest management for the AEC school site in accordance with District's Integrated Pest Management Program policy and the Healthy Schools Act. SASCA-CV shall pay the fee or charge to the District for pest management service, which will be included in SASCA-CV's utilities costs. SASCA-CV must submit a written request to the District if SASCA-CV wants to schedule additional pest management service provided by the District. SASCA-CV shall provide the District with SASCA-CV's Integrated Pest Management Program certificate on or before July 1, 2021.

**8. Alterations, Additions, and Improvements by SASCA-CV.** SASCA-CV shall have no right to make any alterations or additions to shared use and exclusive use space in any way, or to construct or install any improvements (as defined in California Civil Code § 8050(a)) on the shared use and exclusive use space without receiving the prior written consent of the District, and if required, the Division of the State Architect ("DSA"). SASCA-CV shall not paint any part or install any wall coverings or flooring materials on the shared use and exclusive use space without the prior written consent of the District. Unless otherwise specified in this Revised Final Facilities MOU, in each case where prior written consent of the District is required under this section or any other provision of this Revised Final Facilities MOU, such written consent shall be obtained exclusively from the District's Superintendent or designated representative, and consent obtained from any other source shall be invalid.

**A. Fire and Building Code Standards.** Any alterations or construction or installation of improvements by SASCA-CV that implicate any fire and buildings code standards for occupancy, special hazards, means of egress, exit doors, illumination, fire doors, self-closing devices, electrical systems, clearance, and all other applicable fire and building code standards requires prior inspection and written approval by the Chino Valley Independent Fire District.

**B. District Discretion.** The District's approval of any improvements, including the construction schedule and work hours, shall be at the District's sole and absolute discretion, and the District may disapprove of such improvements for any reason.

**C. Contractor Requirements.** Contractors retained by SASCA-CV with respect to the construction or installation of alterations or improvements approved by the District shall be fully licensed and bonded as required by California law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with the District's construction requirements. The construction or installation of alterations or improvements approved by the District shall be performed in a sound and workmanlike manner, in compliance with all applicable laws including, but not limited to state and local building codes, fire codes, fingerprinting requirements and prevailing wage laws. The District or the District's agent shall have a continuing right at all times during the period that alterations or improvements are being constructed or installed to enter SASCA-CV's exclusive use space and to inspect the work.

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**D. Indemnification for Alterations or Improvements Work.** SASCA-CV shall indemnify, defend, and hold harmless the District, its directors, officers and employees or contractors from SASCA-CV's violation of any applicable federal, state or local statute, ordinance, order, governmental requirement, law or regulation that applies to any work, including, without limitation, any labor laws and/or regulations requiring that persons performing work on any alterations or improvements be paid prevailing wages.

**E. Delivery of Instruments and Documents.** SASCA-CV shall deliver to the District, within five (5) business days after SASCA-CV's receipt thereof, originals or, if originals are not available, copies of any and all of the following instruments and documents pertaining to any testing, construction, repair or replacement of improvements approved by the District on the shared use and exclusive use space: (a) plans and specifications for the subject improvements, (b) test results, physical condition and environmental reports and assessments, inspections, and other due diligence materials related to the subject improvements, (c) permits, licenses, certificates of occupancy, and any and all other governmental approvals issued in connection with the subject improvements, (d) agreements and contracts with architects, engineers, and other design professionals executed with respect to the design of the subject improvements, (e) construction contracts and other agreements with consultants, construction managers, general and other contractors, and equipment suppliers pertaining to the construction, repair or replacement, as the case may be, of the subject improvements, and (f) all guaranties and warranties pertaining to the construction, repair or replacement, as the case may be, of the subject improvements.

**F. Liens or Claims.** SASCA-CV shall not permit any liens or claims to stand against the shared use and exclusive use space for labor or material furnished in connection with any work performed by SASCA-CV. Upon reasonable and timely notice of any such lien or claim delivered to SASCA-CV by the District, SASCA-CV may bond and contest the validity and the amount of such lien, but SASCA-CV shall immediately pay any judgment rendered, shall pay all proper costs and charges, and shall have the lien or claim released at SASCA-CV's sole expense. Additionally, SASCA-CV shall not use or occupy any improvements until the project is closed-out and certified by the DSA, if applicable, and/or final approval is received from any applicable agency. SASCA-CV shall provide written evidence of close-out and certification or approval, in a form reasonably acceptable to the District.

**9. Sign.** SASCA-CV shall, at SASCA-CV's sole cost, have the right to place on an existing wall or fence within SASCA-CV's exclusive use space one banner sign stating SASCA-CV's charter school name and other pertinent information, provided SASCA-CV obtains the prior written approval and consent of District. SASCA-CV's sign shall not require any alterations, improvements, or modifications to the exclusive use space in order to erect such sign. SASCA-CV's sign shall be in compliance with all District standards and SASCA-CV's receipt of any applicable permits and approvals required under any municipal or other governmental laws, ordinances, rules or regulations. Throughout the Term of this Revised Final Facilities MOU, SASCA-CV shall, at its sole cost and expense, maintain its sign in good condition and repair. At the termination of this Revised Final Facilities MOU, SASCA-CV shall remove the sign which it

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has placed on the exclusive use space, and shall repair any damage caused by the installation or removal of SASCA-CV's sign.

**10. Surrender.** Upon the expiration of the July 1, 2021 through December 31, 2021 Term or earlier termination of this Revised Final Facilities MOU, SASCA-CV shall restore and surrender the shared use and exclusive use space and the Furnishings and Equipment to the District, in the same condition as when received, free and clear of any liens or encumbrances. SASCA-CV shall be financially liable for any damage or excessive wear and tear to the shared use and exclusive use space. No fixtures as defined by California Civil Code § 660 shall be removed by SASCA-CV at any time.

**A.** If SASCA-CV has made any improvements or alterations, whether temporary or permanent in character, all of SASCA-CV's improvements or alterations, unless otherwise agreed to by the District, shall be removed and the shared use and exclusive use space shall be surrendered to District upon expiration of the July 1, 2021 through December 31, 2021 Term or earlier termination of this Revised Final Facilities MOU in the condition existing prior to SASCA-CV's alterations or improvements at the expense of SASCA-CV.

**B.** If SASCA-CV has made any alterations or improvements, at least thirty (30) calendar days prior to the last day of the July 1, 2021 through December 31, 2021 Term, SASCA-CV shall, unless otherwise agreed to by the District, provide the District with its plans of removal and restoration, and the District may require modifications to said plans to ensure the shared use and exclusive use space are restored to substantially the same condition they were in prior to SASCA-CV's occupancy of the shared use and exclusive use space.

**C.** Prior to the last day of the July 1, 2021 through December 31, 2021 Term of this Revised Final Facilities MOU, SASCA-CV shall, unless otherwise agreed to by the District, completely remove all of SASCA-CV's personal property, including moveable SASCA-CV furniture, SASCA-CV trade fixtures and equipment not attached to the shared use and exclusive use space, and shall repair any and all damage caused by removal.

**D.** Any of SASCA-CV's personal property not so removed on or before the end of the July 1, 2021 through December 31, 2021 Term of this Revised Final Facilities MOU shall be deemed abandoned by SASCA-CV and any costs associated with the District removing, storing, or disposing of SASCA-CV's abandoned property shall be the financial responsibility of SASCA-CV. After written notification to SASCA-CV, any and all SASCA-CV personal property shall, at the option of District, automatically become the property of the District upon the expiration or termination of this Revised Final Facilities MOU or fifteen (15) business days after written notification to SASCA-CV. Thereafter, the District may retain or dispose of SASCA-CV's abandoned personal property in any manner, without any further notice or liability whatsoever to SASCA-CV.

**11. Holding Over.** SASCA-CV shall not be permitted to hold over possession of the shared use and exclusive use space after expiration of this Revised Final Facilities MOU on December

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31, 2021 or earlier termination of this Revised Final Facilities MOU without the express written consent of the District, which consent by the District may withhold in its sole and absolute discretion. Any holdover by SASCA-CV shall constitute a breach of this Revised Final Facilities MOU by SASCA-CV entitling District to pursue any and all remedies available at law and in equity, including without limitation consequential damages resulting therefrom. During any holdover period, SASCA-CV shall not access, occupy, or use the shared use and exclusive use space during the hold over period except to remove SASCA-CV's personal property and alterations or improvements as agreed prior to any access with the District. No payment of money by SASCA-CV after termination of this Revised Final Facilities MOU on December 31, 2021, or after the giving of notice of termination by the District to SASCA-CV shall reinstate, continue or extend the Term of this Revised Final Facilities MOU.

**12. Compliance with District Policies.** SASCA-CV shall comply with all CVUSD Board policies regarding the operations and maintenance of the shared use and exclusive use space and the furnishings and equipment provided by the District.

**13. Security.** The Parties acknowledge that the District is responsible for ensuring the security of the AEC school site through security systems and devices, including, but not limited to locks and gates. SASCA-CV is required at all times to maintain the security of the shared use and exclusive use space by the proper use of all such security systems and devices.

**A. Locks, Keys, or Padlocks.** SASCA-CV is strictly prohibited from changing, modifying or installing any locks, keys, or padlocks on any classroom doors or exterior gates. Whenever the District programs any new alarm codes, or changes or installs any locks, keys, or padlocks, within five (5) calendar days after any new alarm codes, locks or keys have been changed or added, the District shall provide new alarm codes, locks or keys to SASCA-CV. Immediately upon expiration or termination of the Term of this Revised Final Facilities MOU, the District shall rekey all locks to the specifications of the District.

**14. Emergencies.** The Executive Director/Principal of SASCA-CV and Dr. Preston Carr, the Director of Alternative Education, shall immediately inform one another or their designees of any health and/or safety emergency as they relate to the safety of students, staff, and teachers at the AEC school site.

**A.** A health and/or safety emergency shall include but not be limited to reports of any serious incident that takes place on the AEC school site and when law enforcement, fire department, or paramedics are involved, including but not limited to, incidents of arson, incidents of physical or sexual abuse, bomb threats, weapons on the AEC school site, an active shooter on the AEC school site, or the sale of narcotics on the AEC school site. Government Code § 54956.5(a) defines "emergency" to mean "a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both."

**B.** All SASCA-CV employees, volunteers, students, and faculty shall cooperate with and participate in any lockdowns, exigent security procedures, and emergency response training,

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procedures, and protocols required by the District on the AEC school site. SASCA-CV employees, volunteers, students, and faculty shall cooperate with and participate in all joint fire, emergency, or site safety drills along with existing programs at the AEC school site. The Shared Use Agreement requires that SASCA-CV Executive Director/Principal shall meet with Dr. Carr as needed to identify and discuss appropriate dates and times through the year for emergency drills, fire drills, and other security procedures to be followed on all areas of the AEC school site.

**15. School Safety Plan.** SASCA-CV must develop and submit to the District by September 1, 2021 a School Safety Plan that complies with Education Code §§ 32280-32289 and is consistent with the California Department of Education's "*Compliance Checklist for a Comprehensive School Safety Plan.*" SASCA-CV shall maintain a copy of the School Safety Plan in its office in SASCA-CV's allocated Exclusive Space.

**16. Condition of Subject Property.** The District is not aware of any defect in or condition of the shared use and exclusive use space that would prevent SASCA-CV's use for SASCA-CV's educational purposes. The District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the shared use and exclusive use space that calls into question the appropriateness or sufficiency of the shared use and exclusive use space for their intended purpose. SASCA-CV, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to SASCA-CV's use and occupancy of the shared use and exclusive use space including, without limitation, those relating to health, safety, noise, environmental protection, zoning compliance and approvals, waste disposal, water and air quality compliance, building codes, fire codes, and environmental laws including asbestos, lead, etc., triggered by SASCA-CV's use of the shared use and exclusive use space or any alterations, additional, improvements, or modifications to the shared use and exclusive use space made by SASCA-CV with the District's approval.

SASCA-CV shall at all times remain responsible for compliance with the Americans with Disabilities Act ("ADA"), Fair Employment and Housing Act ("FEHA"), other applicable building code standards, and fire code standards that are triggered by any modifications or improvements made by SASCA-CV. SASCA-CV shall assume responsibility for compliance with ADA and FEHA access laws to the extent of any modifications or improvements made by SASCA-CV. Should any modifications or improvements made by SASCA-CV change or affect the character of any existing improvements, SASCA-CV shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. SASCA-CV shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications to the shared use and exclusive use space.

SASCA-CV shall not do or permit anything to be done in or about the shared use and exclusive use space nor bring or keep anything therein which will in any way increase the existing insurance rates or affect any fire or other insurance upon the shared use and exclusive use space or any of its contents or cause a cancellation of any insurance policy covering said shared use and exclusive use space or any part thereof or any of its contents, nor shall SASCA-CV sell or permit

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to be kept, used, or sold in or about said shared use and exclusive use space any articles which may be prohibited by a standard form policy of fire insurance.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the shared use and exclusive use space due to SASCA-CV's use and occupancy thereof, SASCA-CV, at its sole expense, shall be obligated to clean all the property affected, including, if applicable, any other affected properties in the vicinity of the shared use and exclusive use space, to the satisfaction of the District and any governmental agencies having jurisdiction over the shared use and exclusive use space or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If SASCA-CV fails to take steps to clean the property(ies) or otherwise fails to comply with any requirements regarding the clean-up, remediation, removal, response, abatement or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, or fails to pay any legal, investigative, and monitoring costs, penalties, fines and disbursements assessed, the District reserves the right to perform the required actions and to take all necessary steps to recoup any and all costs associated therewith from SASCA-CV.

SASCA-CV shall not do or permit anything to be done in or about the shared use and exclusive use space that will in any way obstruct or interfere with the rights of the District or injure or allow the shared use and exclusive use space to be used in any unlawful or objectionable purpose, nor shall SASCA-CV cause, maintain, or permit any nuisance as defined by California Civil Code §§ 3479 and 3480 in or about the shared use and exclusive use space. SASCA-CV shall not commit or suffer to be committed any waste in or upon the shared use and exclusive use space.

**17. Title to School Site.** The Parties acknowledge that title to the AEC school site is held by the District and shall remain in the District's name at all times.

**18. Insurance.**

**A.** The District shall not be responsible for insuring any of SASCA-CV's personal property, students or personnel (including without limitation all of SASCA-CV's students and all members of SASCA-CV's staff).

**B.** The RRCSA Board of Trustees shall ensure that at all times SASCA-CV retains appropriate property and liability insurance coverage from an insurance carrier licensed to do business in the State of California or a qualified joint power authority registered with the California Department of Industrial Relations, rated as A.M. Best A-VII or better. During the Term of this Revised Final Facilities MOU, SASCA-CV shall obtain and keep in effect liability coverage as follows:

- i. Property Insurance** - against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring all of SASCA-CV's trade fixtures, furnishings, equipment, and other personal property. The property policy shall include an "extra expense" coverage and shall be in an amount not

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less than 100% of the replacement value. The property insurance policy shall have a limit of not less than twenty-five million dollars (\$25,000,000).

ii. **General Liability Insurance** – policy in an amount less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in total general liability insurance for bodily injury arising out of or connected to the shared use and exclusive use space and operations.

1. The policy shall include an additional insured endorsement equivalent in scope to ISO form CG 20 10 or CG 20 26 naming the District, its Board, officials, employees, and agents as additional insureds.
2. This policy shall be endorsed with the insurer's waiver of its rights of subrogation against the District.

iii. **Sexual Abuse and Molestation Insurance** - policy in the amount not less than three million dollars (\$3,000,000) per occurrence.

iv. **Excess Liability Insurance** - policy in an amount not less than fourteen million dollars (\$14,000,000) per occurrence and fourteen million dollars (\$14,000,000) in the aggregate, in excess of the general liability insurance, automobile liability, sexual abuse liability, workers' compensation, crime liability, employer's liability, cyber liability, fiduciary liability, and errors and omissions insurance.

v. **Employment Practices and Fiduciary Liability** - SASCA-CV shall maintain an employment practices policy in the amount not less than two million dollars (\$2,000,000) per claim and member aggregate, and a fiduciary liability policy in the amount not less than one million dollars (\$1,000,000) per claim and member aggregate.

vi. **School Board's Legal Liability** - SASCA-CV shall maintain school board's legal liability policy in the amount not less than five million dollars (\$5,000,000) per occurrence and general aggregate.

vii. **Workers' Compensation Insurance and Employer's Liability Insurance** - SASCA-CV shall maintain Workers' Compensation Insurance as required by the California Labor Code. SASCA-CV must also maintain Employer's Liability Insurance in amounts not less than one million dollars (\$1,000,000) per accident for bodily injury or disease. The policy shall be endorsed with the insurer's waiver of its rights of subrogation against the District.

viii. **Automobile Liability Insurance** - policy for all owned, non-owned, borrowed, leased or hired automobiles in an amount not less than five million dollars

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(\$5,000,000) combined single limit, bodily injury and property damage liability per occurrence, including: blanket contractual, broad form property damage, products/completed operations; and personal injury.

- ix. **Crime** - crime insurance policy in an amount not less than one million dollars (\$1,000,000) per occurrence for money and securities, one million dollars (\$1,000,000) per occurrence for forgery or alteration, one million dollars (\$1,000,000) per occurrence for SASCA-CV employee dishonesty.
- x. **Student and Volunteer Accident** - SASCA-CV shall maintain student accident insurance with limits of twenty-five thousand dollars (\$25,000) per injury/accident, catastrophic (CAT) coverage with limits of seven thousand five hundred dollars (\$7,500) and volunteer accident insurance with limits of fifty thousand dollars (\$50,000) per injury/accident.
- xi. **Cyber Liability Insurance** - policy with limits not less than one million dollars (\$1,000,000) per claim, two million dollars (\$2,000,000) in the aggregate. Coverage shall be sufficiently broad to respond to all duties and obligations as are undertaken by SASCA-CV employees and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringements of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- xii. **Endorsement** - Each policy required above shall be endorsed to establish that coverage is primary and that any insurance or self-insurance held by the District, its officials, employees and agents shall be excess and shall not contribute to it.
- xiii. **Special Endorsement for Certain Policies** – The General Liability Insurance, Sexual Abuse and Molestation Insurance, and Automobile Liability Insurance policies are to contain the following provisions:

“To the fullest extent permitted by law, California Schools JPA, the District, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of SASCA-CV; and with respect to liability arising out of SASCA-CV’s operations, including work or operations performed by or on behalf of the SASCA-CV, and the acts and/or omissions of SASCA-CV’s officers, employees, invitees, agents, and volunteers.”

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The endorsements are to be signed by the person authorized by SASCA-CV's insurance carrier to bind coverage on its behalf.

- xiv. **Provision of Certificates of Insurance Policies** - SASCA-CV shall provide the District with a certificate(s) of the above listed insurance policies verifying such insurance and the terms described herein no later than July 1, 2021. SASCA-CV shall not be allowed to occupy the shared use and exclusive use space until it has provided all required insurance documentation.
- xv. **Expiration/Cancellation of Insurance Policies** - SASCA-CV shall, at least twenty (20) calendar days prior to the expiration of all such policies, furnish the District with renewals or binders. No such policy shall be cancelable or subject to reduction of coverage or other modification or cancellation except after thirty (30) calendar days prior written notice to the District by the insurer.

C. SASCA-CV shall maintain all of the above insurance based upon coverage for the number of persons employed by SASCA-CV. SASCA-CV shall provide the District with written notice of the number of employees that SASCA-CV's insurance covers and the number of employees employed at SASCA-CV on July 31, 2021 and October 31, 2021.

D. The District may, at its discretion, require additional coverage or additional limits based upon the nature of SASCA-CV's educational program and use of facilities. Any waiver or modification of this Revised Final Facilities MOU's insurance requirements can only be made with the prior written approval of the CVUSD Superintendent or his or her designee.

E. The aforementioned minimum limits of policies shall in no event in any way limit the liability of SASCA-CV hereunder.

F. **Failure to Obtain Insurance**. SASCA-CV agrees that if SASCA-CV does not take out and maintain all insurance coverage required herein, then the District may (but shall not be required to) procure said insurance on SASCA-CV's behalf and charge SASCA-CV the premiums and may recover reasonable administrative costs for procuring such insurance. SASCA-CV shall have the right to provide such insurance coverage pursuant to blanket policies obtained by SASCA-CV, provided such blanket policies expressly afford coverage for the shared use and exclusive use space allocated to SASCA-CV and for the District, as required by this Revised Final Facilities MOU.

G. **Waiver of Subrogation**. SASCA-CV grants to the District a waiver of any right to subrogation which any insurer or may acquire from SASCA-CV by virtue of the payment of any loss. SASCA-CV agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. SASCA-CV shall, upon obtaining the policies of insurance required under this Revised Final Facilities MOU, give notice to the insurance carrier or carriers that the foregoing waiver of subrogation is contained in this Revised Final Facilities MOU.

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**19. Indemnification.** SASCA-CV is acting on its own behalf in operating in its allocated Exclusive Use Space and Shared Use Space at the AEC school site and is not operating as an agent of the District.

A. With the exception of any liability, claims, or damages caused by the negligence or willful misconduct of the District, SASCA-CV shall ("Indemnifying Party") indemnify, hold harmless and defend, release and protect the District, 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 school site arising from, or in connection with (a) SASCA-CV's use of the shared use and exclusive use space including without limitation, the operation of the SASCA-CV charter school, or (b) in connection with the operations by SASCA-CV of the shared use and exclusive use space at the AEC school site, including without limiting the generality of the foregoing:

- i. Any default by SASCA-CV in the observance or performance of any of the terms, covenants, or conditions of this Revised Final Facilities MOU on SASCA-CV's part to be observed or performed;
- ii. The use or occupancy of the shared use and exclusive use space by SASCA-CV of any person claiming by, through or under SASCA-CV or SASCA-CV'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 shared use and exclusive use space either prior to, during, or after the expiration of the Term of this Revised Final Facilities MOU ("Liability" or "Liabilities"); and
- iii. Any claim by a third party that the District is responsible for any actions by SASCA-CV in connection with any use or occupancy of the shared use and exclusive use space or in any way related to this Revised Final Facilities MOU.

SASCA-CV's obligation to defend the District 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. With the exception of any liability, claims, or damages caused by the negligence or willful misconduct of SASCA-CV, the District shall ("Indemnifying Party") indemnify, hold harmless and defend, release and protect SASCA-CV, 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,

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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 school site arising from, or in connection with (a) the District's use of the space at the AEC school site including without limitation, the operation by District of operations on the AEC school site, or (b) in connection with the operations by the District at the AEC school site, including without limiting the generality of the foregoing:

- i. Any default by the District in the observance or performance of any of the terms, covenants, or conditions of this Revised Final Facilities MOU on District's part to be observed or performed;
- ii. The use or occupancy of the allocated spaces of the AEC school site by the District or any person claiming by, through or under the District or the District'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 school site either prior to, during, or after the expiration of the Term of this Revised Final Facilities MOU (singularly "Liability" or collectively "Liabilities"); and
- iii. Any claim by a third party that SASCA-CV is responsible for any actions by the District in connection with any use or occupancy of the AEC school site or in any way related to this Revised Final Facilities MOU.

The District's obligation to defend SASCA-CV 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.

The provisions of this Section 19 shall survive the expiration or earlier termination of this Revised Final Facilities MOU.

**20. Coronavirus Addendum.** In addition to this Revised Facilities Use Agreement, Sycamore Academy of Science and Cultural Arts-Chino Valley ("SASCA-CV") enters into this Coronavirus Addendum and further hold harmless Agreement, hereby incorporated into this Facilities Use Agreement, as follows:

- A. Including, but not limited to, the SARS-CoV-2 virus (the "Coronavirus"), SASCA-CV agrees to strictly, and without exception, follow all local, state, and federal guidelines regarding human protection from the Coronavirus (the "Guidelines").
- B. The District may terminate SASCA-CV's use of the District facility under the Revised Final Facilities MOU at any time if, in the sole discretion of the District,

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the District determines that SASCA-CV or SASCA-CV's invitees/participants are not in full compliance with the Guidelines. If the District terminates SASCA-CV's use of the District facility under the Revised Final Facilities MOU pursuant to this paragraph, SASCA-CV will be not be entitled to a refund of any fees and will not be entitled to recover any consequential damages arising from such termination.

- C. The District makes no representation regarding the condition of the facility under the Revised Final Facilities MOU. It shall be SASCA-CV's responsibility to appropriately and thoroughly clean, disinfect, and maintain a clean, disinfected, and sanitized environment during the Term of the Revised Final Facilities MOU as defined in the Revised Final Facilities MOU, including the use of Coronavirus products approved by the Environmental Protection Agency ("EPA") and in compliance with the Healthy Schools Act ("HSA").
- D. **Assumption of Risk.** SASCA-CV recognizes that there is presently a significant element of risk of Coronavirus transmission when any group of people gathers. SASCA-CV has reviewed and understands the risks reflected in the local, state, and federal alerts and guidelines. SASCA-CV assumes all risks, known and unknown, arising from its use and occupancy of the District facility, including risks from the Coronavirus. SASCA-CV assumes full responsibility for any sickness, hospitalization, bodily injury, death, loss of personal property, quarantines, and all related costs and expenses of any person arising from its use and occupancy of the District facility. ("SASCA-CV" is defined herein as the Sycamore Academy of Science and Cultural Arts-Chino Valley charter school and each of its employees, facility invitees, participants, volunteers, students, members, and all other related persons, agents, and entities.)
- E. **Waiver and Release of Claims.** To the fullest extent permitted by law, SASCA-CV releases the Chino Valley Unified School District, its affiliated campuses, and their governing boards, affiliates, subsidiaries, divisions, administrators, directors, officers, employees, agents, and volunteers (collectively referred to herein as the "District"), from and against all claims and causes of action, for any injury or harm of any kind which may arise from or out of SASCA-CV's use and occupancy of the District facility, including the risks from Coronavirus. This release is intended to discharge the District against any and all liability arising out of or connected in any way with SASCA-CV's use and occupancy of the District facility, even though that liability may occur or arise out of the negligence or carelessness on the part the District. SASCA-CV understands that by signing this Agreement, SASCA-CV is releasing claims and giving up substantial rights, including the right to sue, and acknowledges that SASCA-CV is doing so voluntarily. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.

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**F. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, SASCA-CV AGREES TO IMMEDIATELY DEFEND, INDEMNIFY, AND HOLD THE DISTRICT FREE AND HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE THAT MAY ARISE IN WHOLE OR IN PART FROM THIS REVISED FINAL FACILITIES MOU FOR THE USE OF THE DISTRICT'S FACILITIES AND THIS CORONAVIRUS ADDENDUM, INCLUDING AS IT RELATES TO ANY EXPOSURE TO THE CORONAVIRUS (AS DEFINED ABOVE). THE DEFENSE AND INDEMNITY OBLIGATIONS UNDER THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE DISTRICT'S OR ANY OTHER PERSON OR ENTITY'S ACTIVE OR PASSIVE NEGLIGENCE.**

**Addendum acknowledgment:** I acknowledge that I have read this addendum and agree to all of its terms and that I fully understand my responsibility to adhere to all Coronavirus guidelines and instruction during SASCA-CV's use of the District's facilities.

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**21. Damage and Destruction of Facilities.**

**A. Partial Damage.** If the shared use and exclusive use space are damaged by any casualty which is covered by applicable insurance, and SASCA-CV still has access to at least sixty percent (60%) of the usable classroom space, then the shared use and exclusive use space shall be restored provided insurance proceeds are available to pay for the costs of restoration, and provided such restoration can be completed within one hundred twenty (120) calendar days after the commencement of the work in the opinion of a registered architect or engineer approved by the District. In such event, this Revised Final Facilities MOU shall continue in full force and effect, except that SASCA-CV will be entitled to proportionate reduction of all utility services fees that are impacted while such restoration takes place, such proportionate reduction to be based upon the extent to which the restoration efforts interfere with SASCA-CV's use of the shared use and exclusive use space. The District shall provide SASCA-CV reasonably equivalent temporary housing on the AEC school site, or another school site that is near to the AEC school site for any part of SASCA-CV's program that is displaced by the partial damage and/or the repair work of the same.

**B. Total Destruction.** If the AEC school site is totally destroyed (defined as the destruction of more than forty percent (40%) of the usable classroom space), or the AEC school site cannot be restored as required herein, notwithstanding the availability of insurance proceeds, the District will provide SASCA-CV with another reasonably equivalent school facility as soon as possible after the effective date of the damage to minimize any interruption in SASCA-CV's educational program. If the District provides SASCA-CV with a reasonably equivalent school facility, the District reserves the right to update this Revised Final Facilities MOU with the different school facility's address and allocation of space.

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C. The District shall not be required to repair any injury or damage by fire or other cause, or to make any restoration or replacement of any panels, decorations, partitions, office fixtures, or any other improvements or property installed at the shared use and exclusive use space by SASCA-CV. SASCA-CV may restore or replace same if damaged. SASCA-CV shall have no claim against the District for any damage suffered by reason of any such repair or restoration.

**22. Termination.** This Revised Final Facilities MOU will automatically terminate upon the effective date of any termination of SASCA-CV's charter by action of the San Bernardino County Board of Education or the California State Board of Education.

**A. Default or Material Breach by SASCA-CV.** This Revised Final Facilities MOU will terminate upon commission of a default or material breach of SASCA-CV's obligations.

A default and material breach of this Revised Final Facilities MOU includes but is not limited to the occurrence of one or more of the following events:

1. Any failure by SASCA-CV to make payments required to be paid hereunder, where such failure continues for thirty (30) calendar days after written notice by the District to SASCA-CV;
2. The abandonment of the shared use and exclusive use space by SASCA-CV where such abandonment of the shared use and exclusive use space continues for fifteen (15) calendar days after written notice by the District to SASCA-CV;
3. A failure by SASCA-CV to observe and perform any provision of SASCA-CV's covenants and obligations hereunder this Revised Final Facilities MOU, where such failure continues for thirty (30) calendar days after written notice thereof by the District to SASCA-CV (unless, the nature of the default is such that the same cannot reasonably be cured within said 30-day period and SASCA-CV shall not be deemed to be in default if SASCA-CV shall within such period commence such cure and thereafter diligently prosecute the same to completion, provided, however, in no event shall the default continue for more than ninety (90) days after written notice thereof by District to SASCA-CV); provided, however, that any notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure § 1161, and the thirty (30) day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure § 1161;
4. SASCA-CV's actions causing revocation of SASCA-CV's charter by the San Bernardino County Board of Education, or cessation of SASCA-CV's educational program for any reason, except that if the

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revocation proceedings are based on Education Code § 47607(c)(1) or (2) this Revised Final Facilities MOU shall not terminate before either SASCA-CV has completed the appeals process and has not prevailed, or the end of the Term, whichever occurs first. SASCA-CV may continue to occupy the shared use and exclusive use space through the determination of the appeal subject to the terms of this Revised Final Facilities MOU;

5. The making by SASCA-CV of any general assignment or general arrangement for the benefit of creditors; the filing by or against SASCA-CV a petition to have SASCA-CV adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against SASCA-CV, the same is dismissed within sixty (60) calendar days); the appointment of a trustee or receiver to take possession of substantially all of SASCA-CV's assets located at the shared use and exclusive use space or of SASCA-CV's interest in this Revised Final Facilities MOU, where possession is not restored to SASCA-CV within thirty (30) calendar days; or the attachment, execution or other judicial seizure of substantially all of SASCA-CV's assets located the shared use and exclusive use space or of SASCA-CV's interest in this Revised Final Facilities MOU, where such seizure is not discharged within thirty (30) calendar days;
6. The failure by SASCA-CV to utilize the shared use and exclusive use space for the sole purpose of operating the SASCA-CV charter school and for no other purpose as authorized by this Revised Final Facilities MOU, where such failure shall continue for a period of fifteen (15) calendar days after receipt of written notice thereof by the District to SASCA-CV;
7. The failure of SASCA-CV to limit its use of the shared use and exclusive use space to the space allocated to SASCA-CV pursuant to this Revised Final Facilities MOU and in conformity with the District's practices regarding the operations and maintenance of District facilities and furnishings where such failure shall continue for a period of fifteen (15) calendar days after receipt of written notice thereof by the District to SASCA-CV.
8. The assignment, subletting, or transfer of this Revised Final Facilities MOU in violation of Section 29 of this Revised Final Facilities MOU.

**B. District's Remedies for SASCA-CV's Default or Material Breach.** If SASCA-CV commits any such material default or breach, then the District may, at any time thereafter

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Chino Valley Unified School District's Revised Final Notification of Facilities Offered for  
July 1, 2021 to December 31, 2021 in Response to the Sycamore Academy of Science and Cultural Arts-Chino Valley  
Charter School's October 29, 2020 Proposition 39 Facilities Request

**REVISED FINAL FACILITIES MEMORANDUM OF UNDERSTANDING**

without limiting the District in the exercise of any right or remedy at law or in equity which the District may have by reason of such default or breach:

1. Maintain this Revised Final Facilities MOU in full force and effect and recover all use payments and other monetary charges as they become due, without terminating SASCA-CV's right to possession irrespective of whether SASCA-CV shall have abandoned the shared use and exclusive use space at the AEC school site.
2. Terminate SASCA-CV's right to possession of the shared use and exclusive use space by written notice to SASCA-CV, in which case this Revised Final Facilities MOU shall terminate and SASCA-CV shall immediately surrender possession of the shared use and exclusive use space to the District. In such event the District shall be entitled to recover from SASCA-CV all damages incurred by the District by reason of SASCA-CV's default, including any amount expended to mitigate damages.
3. In the event of any default by SASCA-CV and if SASCA-CV fails to cure the default within the time period specified in this Revised Final Facilities MOU after receipt of written notice from the District of such default, the District shall have the right, with or without terminating this Revised Final Facilities MOU, to enter SASCA-CV's shared use and exclusive use space and remove all persons and personal property from the spaces, such property being removed and stored in a public warehouse or elsewhere at SASCA-CV's sole cost and expense. No removal by the District of any persons or property in the shared use and exclusive use space shall constitute an election to terminate this Revised Final Facilities MOU. The District's right of entry shall include the right to remodel SASCA-CV's shared use and exclusive use space and to re-let SASCA-CV's shared use and exclusive use space. Any payments made by SASCA-CV shall be credited proportionately to the amounts owed by SASCA-CV under this Revised Final Facilities MOU. No entry by the District shall prevent the District from later terminating this Revised Final Facilities MOU by written notice.
4. If SASCA-CV fails to perform any covenant or obligation to be performed within a time period specified by this Revised Final Facilities MOU after SASCA-CV receives written notice of such failure from the District, the District may perform such covenant or obligation at its option, after notice to SASCA-CV within thirty (30) calendar days. In the event of an emergency, the District has the right to perform such activity to mitigate any impact from the emergency.

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Chino Valley Unified School District's Revised Final Notification of Facilities Offered for July 1, 2021 to December 31, 2021 in Response to the Sycamore Academy of Science and Cultural Arts-Chino Valley Charter School's October 29, 2020 Proposition 39 Facilities Request

**REVISED FINAL FACILITIES MEMORANDUM OF UNDERSTANDING**

All reasonable costs incurred by the District to perform such covenant or obligation shall be timely reimbursed to the District by SASCA-CV after SASCA-CV receives an invoice. Any performance by the District of SASCA-CV's covenants or obligations shall not waive or cure such default. All out-of-pocket, reasonable costs and expenses incurred by the District in collecting payments due, or enforcing obligations of SASCA-CV under this Revised Final Facilities MOU shall be timely paid by SASCA-CV to the District after SASCA-CV receives an invoice from the District.

- 5. The rights and remedies of District set forth herein are not exclusive, and District may exercise any other right or remedy now or later available to it under this Revised Final Facilities MOU, at law or in equity.

**C. Default by District.** The District shall not be in default unless the District fails to perform obligations hereunder within a reasonable time, but in no event later than thirty (30) calendar days after written notice by SASCA-CV to the District specifying wherein the District has failed to perform such obligations; provided however, that if the nature of the District's obligation is such that more than thirty (30) calendar days are required for performance, then the District shall not be in default if the District commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.

**D. SASCA-CV's Remedies for District's Default.** If the District fails to perform any covenant or condition within the time period specified in Section 22.C after the District received written notice of such failure from SASCA-CV, SASCA-CV may pursue any remedies available by law.

**23. Fingerprinting.** SASCA-CV shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements required by Education Code § 45125.1 for all SASCA-CV employees, contractors, vendors, agents, volunteers, and other individuals SASCA-CV allows to enter on the shared use and exclusive use space. The District will ensure compliance with all applicable fingerprinting and criminal background investigation requirements for any District employees, contractors, vendors, or agents that enter onto the shared use and exclusive use space.

**24. Access.** SASCA-CV shall permit District, its agents, representatives or employees, to enter upon SASCA-CV's exclusive use space as agreed herein for the purpose of inspecting same or to make repairs, alterations, or additions to any portion of the AEC school site. The District 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 school site, or jeopardize the operation of the AEC school site including, but not limited to, the safety and sanitary condition of the AEC school site.

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Chino Valley Unified School District's Revised Final Notification of Facilities Offered for July 1, 2021 to December 31, 2021 in Response to the Sycamore Academy of Science and Cultural Arts-Chino Valley Charter School's October 29, 2020 Proposition 39 Facilities Request

**REVISED FINAL FACILITIES MEMORANDUM OF UNDERSTANDING**

**25. Notice.** Any notice required or permitted to be given under this Revised Final Facilities MOU 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 the District:**

Chino Valley Unified School District  
5130 Riverside Drive  
Chino, CA 91710  
Attention: Assistant Superintendent, Business Services

**If to SASCA-CV:**

Sycamore Academy of Science and Cultural Arts-Chino Valley Charter School  
P.O. Box 1400  
Wildomar, CA 92595  
Attention: Executive Director

Any notice personally given or sent by email or 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.

**26. Compliance with All Laws.** SASCA-CV shall comply with all requirements of all governmental authorities, in force either now or in the future, affecting SASCA-CV's shared use and exclusive use space at the AEC school site. SASCA-CV shall, at all times during SASCA-CV's use of the shared use and exclusive use space, 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 health and safety, air and water quality, hazardous material, waste disposal, air emission and other environmental matters.

**A. California Environmental Quality Act.** SASCA-CV acknowledges that the California Environmental Quality Act ("CEQA") may require the District to undertake certain studies and/or seek certain exemptions with regard to any projects described herein. SASCA-CV acknowledges that obtaining CEQA approval for a project may cause delays and/or require that a project be modified or abandoned. SASCA-CV waives any claims against the District regarding delays, modifications or abandonment of a project or use due to any inability to meet CEQA requirements.

**B. Hazardous Materials.** SASCA-CV shall at all times comply with all Environmental Laws relating to industrial hygiene and environmental conditions on, under, or about SASCA-CV's shared use and exclusive use space, including but not limited to air, soil, and

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Chino Valley Unified School District's Revised Final Notification of Facilities Offered for  
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## REVISED FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

ground water conditions. SASCA-CV shall not cause or permit any Hazardous Material to be generated, manufactured, handled, brought onto, used, stored, or disposed of in or about the shared use and exclusive use space and any improvements by SASCA-CV or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of normal and customary cleaning solutions, office, classroom and janitorial supplies (which shall be used and stored in strict compliance with all Environmental Laws). As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Materials" includes, without limitation, gasoline, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, § 66261.30 et seq. (ii) defined as a "hazardous waste" pursuant to section (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. 6903), or (iii) defined as a "hazardous substance" pursuant to section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. 9601). As used herein, the term "Hazardous Materials" shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board, and the California Department of Health Services) which regulates the use, storage, and release or disposal of any Hazardous Material.

- i. **Notice.** SASCA-CV shall promptly notify the District in writing if SASCA-CV has or acquires notice or knowledge that any Hazardous Substance has been or is threatened to be, released, discharged, disposed of, transported, or stored on, in, under or from the shared use and exclusive use space or AEC School Site in violation of any Environmental Laws. SASCA-CV shall promptly provide copies to the District of all written assessments, complaints, claims, citations, demands, fines, inquiries, reports, violations, or notices relating to the conditions of the shared use and exclusive use space or compliance with Environmental Laws. SASCA-CV shall promptly supply the District with copies of all notices, reports, correspondence, and submissions made by SASCA-CV to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, and any other local, state, or federal authority that requires submission of any information concerning environmental matters or Hazardous Substances pursuant to Environmental Laws. SASCA-CV shall promptly notify the District of any liens threatened or attached against the shared use and exclusive use space pursuant to any Environmental Laws.
- ii. **Inspection.** The District and the District's agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by the District, may (but without the obligation or duty to do so), from time to time, inspect all areas of the shared use and exclusive use

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Chino Valley Unified School District's Revised Final Notification of Facilities Offered for July 1, 2021 to December 31, 2021 in Response to the Sycamore Academy of Science and Cultural Arts-Chino Valley Charter School's October 29, 2020 Proposition 39 Facilities Request

**REVISED FINAL FACILITIES MEMORANDUM OF UNDERSTANDING**

space to determine whether SASCA-CV is complying with SASCA-CV's obligations set forth in this Section regarding hazardous materials, and to perform environmental inspections and samplings, during regular business hours with reasonable notice to lessen the disruption of the educational program (except in the event of an emergency) or during such other hours as the District and SASCA-CV may agree.

iii. **Indemnification.** SASCA-CV's indemnification and defense obligations included in this Revised Final Facilities MOU shall include any and all claims arising from any breach of SASCA-CV's covenants regarding environmental laws and/or hazardous materials under this Section.

**27. Cooperation in Mitigation of Any Traffic Impacts on Neighborhood.**

A. **Neighborhood Impacts.** SASCA-CV agrees to reasonably cooperate with the District, the City of Chino Hills, and representatives of the neighborhood surrounding the AEC school site to address any and all concerns that may arise concerning SASCA-CV's impact on traffic and parking near the AEC school site, or traffic during SASCA-CV's student drop-off and pick-up times during the school day, related to operations of SASCA-CV. SASCA-CV shall monitor traffic conditions surrounding the AEC school site and proactively take steps to maximize student safety and minimize traffic congestion affecting the AEC neighborhood community. SASCA-CV shall take continuing action to ensure that all SASCA-CV staff, students and all visitors (including parents or guardians) observe all California traffic laws in accessing, parking at or nearby, and exiting the AEC school site. SASCA-CV acknowledges that some neighborhood streets surrounding the AEC school site have "No Parking" signs.

B. **Student Drop-off and Pick-up.** SASCA-CV agrees to take all continuing actions necessary to ensure that all SASCA-CV parents or guardians and visitors only use the "Covered Drop-off/Pick-up" spot identified in **Attachment 1 Site Plan** for dropping off or picking up students, and not any other location on the AEC school site.

C. **Complaints.** The District agrees to promptly forward any complaints or concerns which may be received regarding neighborhood traffic or parking to SASCA-CV to allow SASCA-CV to respond. SASCA-CV shall forward copies of all written comments and complaints received by SASCA-CV regarding traffic, parking, or SASCA-CV's use of the shared use and exclusive use space to the District within five (5) calendar days of receipt. SASCA-CV shall, in consultation with the District, timely respond to all comments and complaints, and shall provide copies of SASCA-CV's responses to all comments and complaints to the District within five (5) calendar days of SASCA-CV's response.

D. **Supervision.** It shall be the ongoing responsibility of SASCA-CV to make continuing efforts to maintain control and supervision of all of its students, staff, parent volunteers and other invitees at all times, and to implement rules of conduct for all students, staff, parent

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Chino Valley Unified School District's Revised Final Notification of Facilities Offered for July 1, 2021 to December 31, 2021 in Response to the Sycamore Academy of Science and Cultural Arts-Chino Valley Charter School's October 29, 2020 Proposition 39 Facilities Request

## REVISED FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

volunteers and other invitees while on the shared use and exclusive use space. SASCA-CV shall ensure that its students are adequately supervised at all times during the school day, and during after school hours or weekends when students are participating in SASCA-CV's school-related activities.

**28. Dispute Resolution.** Disputes between SASCA-CV and the District regarding this Revised Final Facilities MOU, including the alleged violation, misinterpretation of this Revised Final Facilities MOU, Proposition 39 or State Regulations shall be resolved using the dispute resolution process identified below.

A. 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 SASCA-CV or the District);
- ii. A statement of the facts of the dispute, including information regarding the Parties' attempts to resolve the dispute;
- iii. The specific sections of this Revised Final Facilities MOU that are in dispute; and
- iv. The specific resolution sought by the Party.

B. Within twenty (20) business days from receipt of the notice of dispute the representatives from SASCA-CV shall meet with representatives from the District in an informal setting to attempt to resolve the dispute.

**29. Subcontract and Assignment.** SASCA-CV shall not assign or sublet this Revised Final Facilities Memorandum of Understanding or any rights, benefits, liabilities and obligations hereunder, to any person or business entity without the District's express written consent, which consent shall be granted at the District's sole and absolute discretion and, if granted, may be conditioned or delayed.

**30. Independent Status.** This Revised Final Facilities Memorandum of Understanding 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.

**31. Entire Agreement of Parties.** This Revised Final Facilities Memorandum of Understanding, together with its attachments, the separate Revised Final Shared Use Agreement, and the District's Revised Final Notification of Facilities Offered constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written, regarding SASCA-CV's use of the shared use and exclusive use space at AEC from

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Chino Valley Unified School District's Revised Final Notification of Facilities Offered for  
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July 1, 2021 through December 31, 2021. In the event of a conflict between this Revised Final Facilities Memorandum of Understanding and the July 19, 2018 SASCA-CV charter, this Revised Final Facilities Memorandum of Understanding shall control. Once signed, this Revised Final Facilities Memorandum of Understanding may be amended or modified only by a written instrument executed by the Parties.

**32. Legal Interpretation.** This Revised Final Facilities MOU shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Revised Final Facilities MOU shall be filed in the Superior Court of San Bernardino County, California. The Parties expressly understand and agree that this Revised Final Facilities MOU is not intended by the Parties, nor shall it be legally construed, to convey a leasehold, easement, or any other interest in real property. SASCA-CV acknowledges that a non-exclusive license is a valid form of agreement for use of the shared use and exclusive use space allocated to SASCA-CV and shall not contest the validity of the form of this Revised Final Facilities MOU in any action or proceeding brought by SASCA-CV against the District, or by the District against SASCA-CV. 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 Revised Final Facilities MOU on its part to be performed or fulfilled, the Parties agree that the legal rules and principles applicable to licenses shall govern any such action or proceedings.

**33. 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.

**34. Successors and Assigns.** This Revised Final Facilities MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

**35. Counterparts.** This Revised Final Facilities MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

**36. Captions.** The captions contained in this Revised Final Facilities MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.

**37. Severability.** Should any provision of this Revised Final Facilities MOU 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.

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Chino Valley Unified School District's Revised Final Notification of Facilities Offered for July 1, 2021 to December 31, 2021 in Response to the Sycamore Academy of Science and Cultural Arts-Chino Valley Charter School's October 29, 2020 Proposition 39 Facilities Request

**REVISED FINAL FACILITIES MEMORANDUM OF UNDERSTANDING**

**38. Incorporation of Recitals and Attachments.** The Recitals and Attachments 1 Site Plan, Attachment 2 Revised Final Shared Use Agreement, and Attachment 3 Pro Rata Share Fee Calculation, attached hereto are incorporated herein by reference.

**39. Board Approval.** This Revised Final Facilities MOU shall become effective after approval by SASCA-CV's governing board, the RRCSA Board of Trustees, followed by approval by the District's Governing Board.

**40. Scanned/Electronic Signatures.** This Revised Final Facilities MOU 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.

**41. Attorneys' Fees.** Each Party shall bear its own respective costs, expenses, and attorneys' fees in all matters or litigation concerning this Revised Final Facilities MOU.

Each person below warrants and guarantees that she/he is legally authorized to execute this Revised Final Facilities MOU on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Revised Final Facilities MOU. This Revised Final Facilities MOU may be signed in counterparts such that the signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Revised Final Facilities MOU on the dates below.

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_, 2021  
Dr. Norm Enfield Date  
Superintendent

**SYCAMORE ACADEMY OF SCIENCE AND CULTURAL ARTS – CHINO VALLEY**

*Barbara Hale*  
\_\_\_\_\_, May 24th, 2021  
Ms. Barbara Hale Date  
Executive Director

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Chino Valley Unified School District's Revised Final Notification of Facilities Offered for July 1, 2021 to December 31, 2021 in Response to the Sycamore Academy of Science and Cultural Arts-Chino Valley Charter School's October 29, 2020 Proposition 39 Facilities Request

**REVISED FINAL FACILITIES MEMORANDUM OF UNDERSTANDING**

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

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

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

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

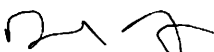
\_\_\_\_\_  
Dr. Norm Enfield  
Superintendent

Approved and ratified on May 24th, 2021 by the Ronald Reagan Charter School Alliance Board of Trustees by the following vote:

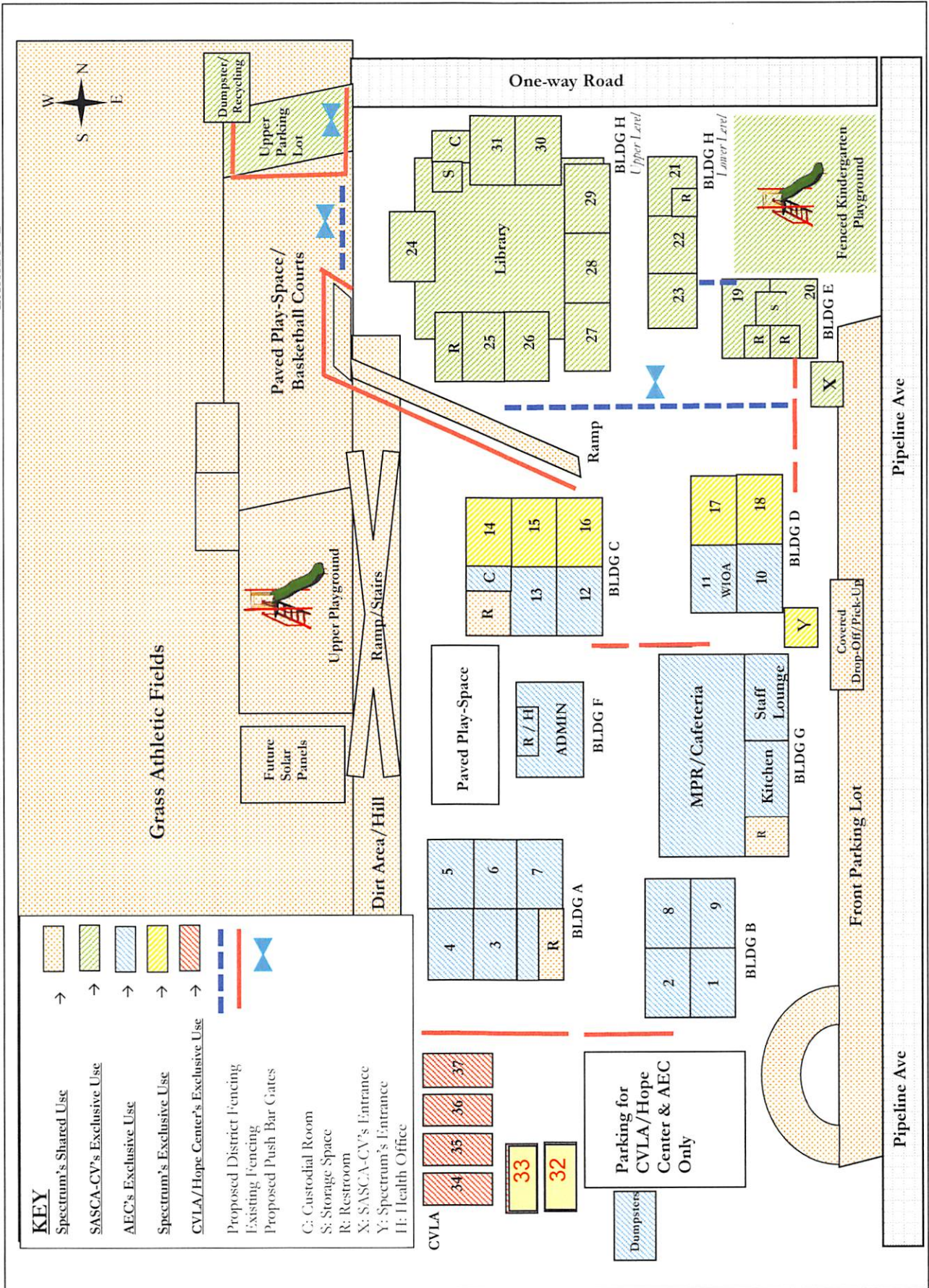
AYES: 4

NOES: 0

Abstentions: 0

  
\_\_\_\_\_  
Name: Daniel Leavitt  
Title: Secretary of the Board of Directors of Ronald Regan Charter School Alliance

**SITE PLAN - AEC SCHOOL SITE**





**ATTACHMENT 2 TO REVISED FINAL FACILITIES MOU  
FOR JULY 1, 2021 – DECEMBER 31, 2021 ONLY**

**REVISED FINAL SHARED USE AGREEMENT  
BY AND BETWEEN CHINO VALLEY UNIFIED SCHOOL DISTRICT AND  
SYCAMORE ACADEMY OF SCIENCE AND CULTURAL ARTS-CHINO VALLEY  
FOR JULY 1, 2021 THROUGH DECEMBER 31, 2021 ONLY**

**THIS REVISED FINAL SHARED USE AGREEMENT** (“Agreement”) is made by and between the Chino Valley Unified School District (“CVUSD” or “District”), a public school district organized and existing under the laws of the State of California, and the Ronald Reagan Charter School Alliance (“RRCSA”), a California non-profit public benefit corporation (California Secretary of State number C3065333 and federal employer identification number 26-1352817) operating the Sycamore Academy of Science and Cultural Arts-Chino Valley (“SASCA-CV”) charter school. The District and SASCA-CV may be referred to herein individually as a “Party” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, District holds title to certain real property and facilities held in trust for the State of California to benefit all public school students residing in District’s boundaries;

**WHEREAS**, SASCA-CV is a TK-8th grade charter school operating in the District. SASCA-CV’s charter was conditionally approved by the San Bernardino County Board of Education on December 3, 2018. On January 7, 2019, the San Bernardino County Board of Education found that SASCA-CV met the conditions required for approval and SASCA-CV’s charter was granted for a term from July 1, 2019 to June 30, 2024;

**WHEREAS**, on October 29, 2020, SASCA-CV submitted a request for facilities under Education Code section 47614 and its implementing regulations as set forth in Title 5 of the California Code of Regulations section 11969.9(a) *et seq.* (the “Proposition 39 Request”) to the District for the 2021-2022 school year;

**WHEREAS**, on January 29, 2021, pursuant to the requirements of Education Code section 47614 and its implementing regulations, the District offered to provide SASCA-CV with co-located facilities sufficient to house SASCA-CV’s in-District students (“Preliminary Proposal”);

**WHEREAS**, on February 27, 2021, the District received SASCA-CV’s response to the District’s January 29, 2021 Preliminary Proposal;

**WHEREAS**, on March 31, 2021, pursuant to the requirements of Education Code section 47614 and its implementing regulations, the District sent SASCA-CV its Final Notification of Facilities Offered, which provides SASCA-CV with reasonably equivalent facilities sufficient to house SASCA-CV’s in-District students (“Final Notification”);

**WHEREAS**, on April 12, 2021, the District received SASCA-CV’s letter asking for an in lieu of Proposition 39 agreement between SASCA-CV and the District;

**WHEREAS**, on April 16, 2021, the District declined SASCA-CV’s proposal of an in lieu

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ATTACHMENT 2 TO REVISED FINAL FACILITIES MOU  
FOR JULY 1, 2021 – DECEMBER 31, 2021 ONLY

REVISED FINAL SHARED USE AGREEMENT

of Proposition 39 agreement and, as an accommodation for SASCA-CV, offered to revise its March 31, 2021 Final Notification of Facilities Offered to reflect a term beginning on July 1, 2021 and ending on December 31, 2021;

**WHEREAS**, on April 26, 2021, the District received SASCA-CV’s letter stating SASCA-CV’s intent to vacate the District’s Proposition 39 facilities no later than December 31, 2021 and asking for the District’s proposed term to be contained in an in lieu of Proposition 39 agreement;

**WHEREAS**, on April 27, 2021, the District declined SASCA-CV’s proposal of an in lieu of Proposition 39 agreement and again offered to revise its March 31, 2021 Final Notification of Facilities Offered to reflect a term beginning on July 1, 2021 and ending December 31, 2021;

**WHEREAS**, on April 29, 2021, SASCA-CV accepted the District’s proposal to revise its March 31, 2021 Final Notification of Facilities Offered and its Final Facilities Memorandum of Understanding to state a term beginning on July 1, 2021 and ending on December 31, 2021;

**WHEREAS**, the District and SASCA-CV wish to set forth the terms and conditions on which SASCA-CV shall have the right to use co-located facilities located at 15650 Pipeline Ave, Chino Hills, California (“AEC school site”) for the sole purpose of operating SASCA-CV’s educational program in accordance with SASCA-CV’s July 19, 2018 charter petition, as well as the responsibilities of SASCA-CV with respect to the use and operation thereof; and the rights and responsibilities of the District as the title holder of that certain real property to be used;

**WHEREAS**, the District and SASCA-CV enter into this Revised Final Shared Use Agreement for SASCA-CV’s use of co-located facilities at the AEC school site for the Term of July 1, 2021 through December 31, 2021 school year **only**; and

**WHEREAS**, the Parties do not intend this Revised Final Shared Use Agreement to constitute a lease of real property pursuant to Education Code section 17455 *et seq.*

**NOW, THEREFORE**, in consideration of SASCA-CV’s pro rata share payment, and of the covenants and agreements set forth to be kept and performed by the District and SASCA-CV, the Parties agree as follows:

1. **Term.** The term of this Revised Final Shared Use Agreement (“Term”) shall begin on July 1, 2021 and terminate on the expiration of this Revised Final Shared Use Agreement on December 31, 2021, unless earlier terminated in accordance with the terms of the Revised Final Facilities Memorandum of Understanding. This Revised Final Shared Use Agreement is co-terminus with the Revised Final Facilities Memorandum of Understanding.

2. **Allocation of Space.** The District agrees to allow SASCA-CV’s use of the following “Shared Space” and “Exclusive Space” at the AEC school site.

A. **Use of Shared Space.** The District will provide the following space at the AEC school site (“Shared Space”) to SASCA-CV for SASCA-CV’s use on a shared basis

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ATTACHMENT 2 TO REVISED FINAL FACILITIES MOU  
FOR JULY 1, 2021 – DECEMBER 31, 2021 ONLY

REVISED FINAL SHARED USE AGREEMENT

with the District's Alternative Education Center, the Chino Valley Learning Academy, and the Spectrum Center Schools and Programs ("Spectrum Center"), during the Term of this Revised Final Shared Use Agreement.

- i. Any and all access by SASCA-CV to Shared Space shall be governed by this Revised Final Shared Use Agreement, and the daily schedule of times for SASCA-CV's use of the Shared Space is attached as **Exhibit 1**. The District will confer in good faith with SASCA-CV to reach a mutually acceptable schedule for SASCA-CV's use of the shared space. SASCA-CV's schedule for Shared Space is also subject to change based on the District's Alternative Education Center program use during the Term of July 1, 2021 through December 31, 2021. Once finalized, SASCA-CV shall maintain a copy of the schedule of SASCA-CV's use of Shared Space in SASCA-CV's office within SASCA-CV's Exclusive Space, and a copy of the schedule shall be maintained in District's Alternative Education Center's administration office. SASCA-CV agrees to sign the acknowledgement in **Exhibit 2** concerning the shared use schedule.
- ii. The SASCA-CV Executive Director/Principal and the District's Director of Alternative Education shall meet as needed to discuss SASCA-CV's schedule for SASCA-CV's use of Shared Space or other important matters pertaining to the AEC school site. SASCA-CV agrees to sign the acknowledgement in **Exhibit 2** concerning this meeting.

**B. Conditions of Use of Shared Space.** The following conditions apply at all times to SASCA-CV's use of the Spaced Space:

- i. SASCA-CV shall be responsible for ensuring that all areas of the Shared Space remain clean, in good condition, and in working order after each scheduled use.
- ii. SASCA-CV shall not at any time allow its students, parents, volunteers, or visitors to occupy any part of the Shared Space without a SASCA-CV employee present to supervise.
- iii. SASCA-CV shall not allow its students, employees, volunteers, parents, or visitors to access any portion of the AEC school site that is not specifically allocated for SASCA-CV's shared use in this Revised Final Shared Use Agreement, and shall not allow SASCA-CV students, employees, volunteers, parents or visitors access to any Shared Space during times that are specifically allocated for the District's Alternative Education Center's use, the Chino Valley Learning Academy's use, or the Spectrum Center's use.
- iv. SASCA-CV shall not use the Shared Space for any of RRCSA's other charter school programs, or for the RRCSA Board of Trustees' purposes.

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BH: BA

ATTACHMENT 2 TO REVISED FINAL FACILITIES MOU  
FOR JULY 1, 2021 – DECEMBER 31, 2021 ONLY

REVISED FINAL SHARED USE AGREEMENT

- v. All SASCA-CV visitors shall wear identification badges stating “SASCA-CV Visitor” in a prominent font color and type at all times during SASCA-CV’s use of the Shared Space.

C. **Identification of Shared Space.** SASCA-CV shall have use of the following Shared Space:

- i. **Upper Playground.** The District shall allow SASCA-CV shared use of the Upper Playground, but only during designated times as provided for in **Exhibit 3**.

- 1. SASCA-CV shall ensure its students access and use of the Upper Playground only while supervised by a SASCA-CV employee.
- 2. SASCA-CV shall ensure student safety at all times when using the Upper Playground, including if applicable, monkey bars, rings, or ladders.

- ii. **Athletic Fields.** The District shall allow SASCA-CV shared use of the Athletic Fields during the specified times as provided for in **Exhibit 3** and as determined and scheduled between SASCA-CV and the Director of Alternative Education.

- 1. SASCA-CV shall not remove any District athletic field equipment from the Athletic Fields.

- iii. **Paved Play-Space/Basketball Courts.** The District shall allow SASCA-CV’s shared use of the Paved Play-Space/Basketball Courts during the specified times as provided for in **Exhibit 3** and scheduled between SASCA-CV and the District’s Director of Alternative Education.

- 1. SASCA-CV shall not remove any District athletic field equipment from the Paved Play-Space/Basketball Courts.

- iv. **Sixty-Nine (69) Parking Spaces in Front Parking Lot.** The District shall allow SASCA-CV shared use of the sixty-nine (69) Parking Spaces in the Front Parking Lot. SASCA-CV agrees that, to the fullest extent possible, SASCA-CV employees shall first fully occupy the Upper Parking Lot before using spaces in the Front Parking Lot.

- 1. SASCA-CV shall be responsible for instructing all of its parents and visitors to park in the Front Parking Lot.
- 2. SASCA-CV agrees that it will not at any time reserve spaces in the Front Parking Lot for SASCA-CV’s exclusive use.

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ATTACHMENT 2 TO REVISED FINAL FACILITIES MOU  
FOR JULY 1, 2021 – DECEMBER 31, 2021 ONLY

REVISED FINAL SHARED USE AGREEMENT

- v. **Covered Drop-Off/Pick-Up Area.** The District shall allow SASCA-CV shared use of the Covered Drop-Off and Pick-Up Area, located near Building E in the Front Parking Lot, only during designated times as provided for in **Exhibit 3**.
1. SASCA-CV 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.
  2. SASCA-CV agrees that it will ensure its employees supervise all SASCA-CV students at all times during drop-off and pick-up at the designated area and at designated times.
- vi. **Common Hallways.** The District shall allow SASCA-CV students shared use of the Common Hallways, but only to the extent necessary, for ingress and egress to the Shared Space described above.
1. Said use of Common Hallways by SASCA-CV employees, students, visitors, and parents shall be pursuant to a set schedule as provided for in **Exhibit 3** and supervised at all times by a SASCA-CV employee.
  2. SASCA-CV agrees that it will be responsible for ensuring students, employees, parents, volunteers, and visitors do not disrupt the District's Alternative Education Center, the Chino Valley Learning Academy, and the Spectrum Center's educational programs when using the Common Hallways.
  3. All SASCA-CV employees, parents, volunteers, and visitors shall wear SASCA-CV identification badges when using Common Hallways.
- D. **Use of Exclusive Space.** The District offers SASCA-CV the following space for SASCA-CV's exclusive use during the July 1, 2021 through December 31, 2021 Term of this Revised Final Shared Use Agreement.
- E. **Conditions of Use of Exclusive Space.** The following conditions apply to SASCA-CV's use of the offered Exclusive Space:
- i. SASCA-CV shall be solely responsible for providing custodial service for all Exclusive Space areas.
  - ii. SASCA-CV shall not at any time use any of the Exclusive Space for any other charter school or any other entities' purposes or programs.
- F. **Identification of Exclusive Space.** SASCA-CV shall have use of the following Exclusive Space:

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- i. **Eleven (11) Classrooms for TK-8 students (includes two (2) classrooms with Restrooms suitable for use as kindergarten classrooms).** SASCA-CV shall be responsible for ensuring all eleven (11) Classrooms and Restrooms are in good condition, clean, and in working order.
- ii. **One (1) Classroom with a Restroom suitable for use as a Nurse's Office and/or Office Space.** SASCA-CV shall be responsible for ensuring the Classroom and the Restroom are in good condition, clean, and in working order.
- iii. **One (1) Classroom suitable for use as Office Space.** SASCA-CV shall be responsible for ensuring the Classroom is in good condition, clean, and in working order.
- iv. **Library.** SASCA-CV shall be responsible for ensuring the Library is in good condition, clean, and in working order.
  1. SASCA-CV shall not allow its students, volunteers, or parents access to the Library unless supervised by a SASCA-CV employee.
  2. SASCA-CV shall not allow more than the posted legal maximum occupancy of forty-four (44) persons or students to be present in the Library at one time.
  3. SASCA-CV shall not at any time ever allow any of its students, employees, parents or volunteers to remove any District furniture or materials from the Library. SASCA-CV shall be liable for payment for any lost or damaged District books or materials.
  4. SASCA-CV shall direct a SASCA-CV employee to re-shelf any and all Library materials in their proper location after each use.
  5. If SASCA-CV intends to use equipment related to serving food, warming food, and/or storing food in the Library, SASCA-CV may use such electrical equipment only if the electrical power needed for all such equipment use does not exceed the maximum electrical power available in Building H.
  6. SASCA-CV shall be responsible for ensuring the carpet in the Library remains clean, sanitary, and serviceable.
- v. **Restrooms in Building H.** SASCA-CV shall keep the Restrooms in Building H in good condition, clean, and in working order.
- vi. **Fenced Kindergarten Playground and Play Area.** SASCA-CV shall be responsible for ensuring the Kindergarten Playground and Play Area are in good

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ATTACHMENT 2 TO REVISED FINAL FACILITIES MOU  
FOR JULY 1, 2021 – DECEMBER 31, 2021 ONLY

REVISED FINAL SHARED USE AGREEMENT

condition. SASCA-CV shall ensure its students access and use the Kindergarten Playground only while supervised by SASCA-CV employees.

- vii. **Two (2) Storage rooms.** SASCA-CV shall be responsible for ensuring the Storage Rooms are in good condition, clean, and in working order. SASCA-CV shall be responsible for ensuring that only SASCA-CV employees and custodial staff have access to the Storage Rooms. SASCA-CV shall be responsible for ensuring that the Storage Rooms remain locked at all times.
- viii. **One (1) Custodial closet.** SASCA-CV shall be responsible for ensuring the Custodial Closet is in good condition, clean, and in working order. SASCA-CV shall be responsible for ensuring that only SASCA-CV employees and custodial staff have access to the Custodial Closet. SASCA-CV shall be responsible for ensuring that the Custodial Closet remains locked at all times.
- ix. **Fifteen (15) Parking Spaces in the Upper Parking Lot.** SASCA-CV shall be responsible for ensuring that SASCA-CV employees completely occupy the Upper Parking Lot first before using any parking spaces in the shared use Front Parking Lot.
- x. **Enclosure for One (1) Dumpster and One (1) Recycling Bin.** The District shall allow SASCA-CV use of an enclosure for a Dumpster and a Recycling Bin located near the Upper Parking Lot behind Building H.
  - 1. SASCA-CV shall be responsible for ensuring that SASCA-CV's employees and custodian(s) use the Dumpster to deposit trash, and use the Recycling Bin to deposit recyclable items.
  - 2. SASCA-CV employees' vehicles shall not block waste disposal trucks' access to the Dumpster and the Recycling Bin in the Upper Parking Lot.

3. **Entrance to SASCA-CV's Exclusive Use Facilities.** SASCA-CV shall be responsible for instructing its students, parents, volunteers, and visitors to utilize one main gate for entry and exit to SASCA-CV's Exclusive Use Facilities from the Front Parking Lot, depicted with an "X" as SASCA-CV's Main Entrance and Exit in **Exhibit 3: Site Plan**. SASCA-CV shall be responsible for monitoring the gate to control access.

- A. In addition to utilizing the gate depicted with an "X" in Exhibit 3: Site Plan, SASCA-CV employees shall utilize the one-way road from Pipeline Avenue to access the Upper Parking Lot, and SASCA-CV employees may enter through the gate in the Upper Parking Lot to access SASCA-CV's Exclusive Use Facilities, depicted with "Y" in Exhibit 3: Site Plan.

4. **Emergency Procedures/Drills.** The District shall provide SASCA-CV with District emergency, evacuation, and security procedures to be followed on all areas of the AEC school site.

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ATTACHMENT 2 TO REVISED FINAL FACILITIES MOU  
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- A. SASCA-CV's Executive Director/Principal shall meet with the Director of Alternative Education as needed to identify and discuss appropriate dates and times through the year for emergency drills, fire drills, and other security procedures to be followed on all areas of the AEC school site. SASCA-CV agrees to sign the acknowledgement in **Exhibit 2** regarding this meeting.
- B. SASCA-CV employees, volunteers, students, and faculty shall cooperate with and participate in any District lockdowns, exigent security procedures, and emergency response training, procedures, and protocols required by the District at the AEC school site.
- C. SASCA-CV employees, volunteers, students, and faculty shall cooperate with and participate in joint fire drills with the District's existing programs at the AEC school site.
- D. SASCA-CV's Executive Director/Principal shall provide notification within five (5) calendar days in advance to the Director of Alternative Education of any additional SASCA-CV's scheduled emergency drills on the AEC school site that are separate from the District's drills.

**5. Student Discipline.** The Director of Alternative Education will collaborate with SASCA-CV's Executive Director/Principal to resolve any student disciplinary issues that involve students and/or property of both SASCA-CV and the District's Alternative Education Center, the Chino Valley Learning Academy, and the Spectrum Center's educational programs, according to the District's Board Policies and Administrative Regulations regarding student discipline.

The District shall otherwise have no legal responsibility for discipline of SASCA-CV's students.

**6. School Hours.** SASCA-CV will start student instruction at 8:00 AM and end school at 3:00 PM as provided for in **Exhibit 4**.

- A. If there are any changes to SASCA-CV's school hours, SASCA-CV's Executive Director/Principal will provide the new schedule within seven (7) calendar days to the District.
- B. If SASCA-CV intends to establish before-school programs or after-school programs, SASCA-CV's Executive Director/Principal shall provide the District with written notification before July 1, 2021 so that the District can schedule SASCA-CV's request.

**7. Holiday/Break Schedule.** SASCA-CV's holiday/break schedule is set forth in **Exhibit 4**. If there are any changes to SASCA-CV's school year calendar, SASCA-CV's Executive Director/Principal will provide the holiday/break schedule within seven (7) calendar days to the District.

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BH: BH



ATTACHMENT 2 TO REVISED FINAL FACILITIES MOU  
FOR JULY 1, 2021 – DECEMBER 31, 2021 ONLY

REVISED FINAL SHARED USE AGREEMENT

8. **Contact Information.** SASCA-CV shall complete and return the requested contact information in **Exhibit 4** to the District.

9. **Meetings.** SASCA-CV's Executive Director/Principal and/or his/her designee shall submit a request for a meeting with the Director of Alternative Education as necessary to discuss scheduling, calendaring, upcoming events and/or any other operational issues that may arise with the shared space.

- A. SASCA-CV's Executive Director/Principal shall provide written and electronic notice of such meeting with the Director of Alternative Education to the District.
- B. When an emergency arises that involves SASCA-CV students' use of Shared Space, SASCA-CV's Executive Director/Principal shall contact the Director of Alternative Education and/or then submit a written request for an emergency meeting.

10. **Outdoor School Assemblies.** For the Term from July 1, 2021 through December 31, 2021, any SASCA-CV outdoor school assemblies may be held at the Athletic Fields and the Paved Play-Space/Basketball Courts only during SASCA-CV's shared use times of the Athletic Fields and of the Paved Play-Space/Basketball Courts, provided that SASCA-CV's Executive Director/Principal gives written notification to the Director of Alternative Education of the dates, times, and maximum number of students for any SASCA-CV assembly.

- A. Changes to the schedule for SASCA-CV school assemblies must be submitted no later than five (5) calendar days prior to an event.
- B. SASCA-CV agrees that it will ensure its assemblies will not cause disturbances to other students and personnel at the school site or affect the operation of the other programs at the school site.

11. **Modification.** If the Parties enter into a subsequent written modification of this Revised Final Shared Use Agreement, SASCA-CV shall continue to pay its pro rata share fee to the District, commensurate with any addition or subtraction to the District's square foot allocation of exclusive or shared space to SASCA-CV.

12. **Notice.** Any notice required or permitted to be given under this Revised Final Shared Use 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 the District:**

Chino Valley Unified School District  
5130 Riverside Drive  
Chino, CA 91710  
Attention: Assistant Superintendent, Business Services

NE: BH  
BH: \_\_\_\_\_

ATTACHMENT 2 TO REVISED FINAL FACILITIES MOU  
FOR JULY 1, 2021 – DECEMBER 31, 2021 ONLY

REVISED FINAL SHARED USE AGREEMENT

**If to SASCA-CV:**

Sycamore Academy of Science and Cultural Arts-Chino Valley Charter School  
P.O. Box 1400  
Wildomar, CA 92595  
Attention: Executive Director/Principal

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.

**13. Subcontract and Assignment.** SASCA-CV shall not assign or sublet this Revised Final Shared Use Agreement or any rights, benefits, liabilities and obligations hereunder, to any person or business entity without the District's express written consent, which consent shall be granted at the District's sole and absolute discretion and, if granted, may be conditioned or delayed.

**14. Independent Status.** This Revised Final Shared Use 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.

**15. Entire Agreement of Parties.** This Revised Final Shared Use Agreement, together with its attachments, the Revised Final Facilities Memorandum of Understanding between the District and SASCA-CV, and the District's April 1, 2021 Final Notification of Facilities Offered to SASCA-CV, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written, regarding SASCA-CV's shared use and exclusive use of the AEC school site and/or other District facilities. In the event of a conflict between this Revised Final Shared Use Agreement and the July 19, 2018 SASCA-CV charter, this Revised Final Shared Use Agreement shall control. This Revised Final Shared Use Agreement may be amended or modified only by a written instrument executed by the Parties.

**16. Legal Interpretation.** This Revised Final Shared Use Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Revised Final Shared Use Agreement shall be filed in the Superior Court of San Bernardino County, California. The Parties expressly understand and agree that this Revised Final Shared Use Agreement is not intended by the Parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. SASCA-CV acknowledges that a non-exclusive license is a valid form of agreement for its use of Shared and Exclusive Space at the AEC school site and shall not contest the validity of the form of this Revised Final Shared Use Agreement in any action or proceeding brought by SASCA-CV against the District, or by the District against SASCA-CV. 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 Revised Final Shared Use Agreement

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ATTACHMENT 2 TO REVISED FINAL FACILITIES MOU  
FOR JULY 1, 2021 – DECEMBER 31, 2021 ONLY

**REVISED FINAL SHARED USE AGREEMENT**

on its part to be performed or fulfilled, the Parties agree that the legal rules and principles applicable to licenses shall govern any such action or proceedings.

**17. 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.

**18. Successors and Assigns.** This Revised Final Shared Use Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

**19. Counterparts.** This Revised Final Shared Use Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

**20. Captions.** The captions contained in this Revised Final Shared Use Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.

**21. Severability.** Should any provision of this Revised Shared Use Agreement be determined 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.

**22. Incorporation of Recitals and Attachments.** The Recitals, Exhibit 1: Schedule for Use of Shared Space at the AEC School Site, Exhibit 2: Acknowledgements Between CVUSD and SASCA-CV to Shared Use Agreement, Exhibit 3: Site Plan, and Exhibit 4: SASCA-CV Information for Shared Use Agreement are attached hereto and incorporated herein by reference.

**23. Scanned/Electronic Signatures.** This Revised Final Shared Use 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.

**24. Attorneys' Fees.** Each Party shall bear its own respective costs, expenses, and attorneys' fees in all matters or litigation concerning this Revised Final Shared Use Agreement.

Each person below warrants and guarantees that she/he is legally authorized to execute this Revised Final Shared Use Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Revised Final Shared Use Agreement. This Revised Final Shared Use Agreement may be signed in counterpart such that the signatures may appear on the separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.

NE: BA  
BH: \_\_\_\_\_

**ATTACHMENT 2 TO REVISED FINAL FACILITIES MOU  
FOR JULY 1, 2021 – DECEMBER 31, 2021 ONLY**

**REVISED FINAL SHARED USE AGREEMENT**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Revised Final Shared Use Agreement on the dates below:

**CHINO VALLEY UNIFIED SCHOOL  
DISTRICT**

\_\_\_\_\_  
Dr. Norm Enfield  
Superintendent

\_\_\_\_\_, 2021  
Date

**SYCAMORE ACADEMY OF SCIENCE  
AND CULTURAL ARTS – CHINO VALLEY**

*Barbara Hale*  
\_\_\_\_\_  
Ms. Barbara Hale  
Executive Director

\_\_\_\_\_, 2021  
Date

**Attachments:**

- *Exhibit 1 – Daily Schedule*
- *Exhibit 2 – Acknowledgments*
- *Exhibit 3 – Shared Use Site Plan*
- *Exhibit 4 – SASCA-CV Information*

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ATTACHMENT 2 TO REVISED FINAL FACILITIES MOU  
FOR JULY 1, 2021 – DECEMBER 31, 2021 ONLY

REVISED FINAL SHARED USE AGREEMENT

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

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

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

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

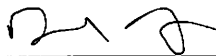
\_\_\_\_\_  
Dr. Norm Enfield  
Superintendent

Approved and ratified on May 24th, 2021 by the Ronald Reagan Charter School Alliance Board of Trustees by the following vote:

AYES: 4

NOES: 0

Abstentions: 0

  
\_\_\_\_\_  
Name: Daniel Leavitt  
Title: Secretary of the Board of Directors Ronald Reagan Charter School Alliance

NE: BH  
BH: \_\_\_\_\_

**DAILY SCHEDULE FOR SASCA-CV's**  
**USE OF SHARED SPACE AT THE AEC SCHOOL SITE**  
**JULY 1, 2021 – DECEMBER 31, 2021**

<b>SHARED SPACE</b>	<b>SCHEDULE (subject to change)</b>
Upper Playground	<p>AEC:  Varying Times</p> <p>Spectrum:  PE: 8:25 AM – 9:10 AM  Lunch: 10:45 AM – 11:30 AM, 1:30 PM – 2:17 PM</p> <p>CVLA:  12:40 PM – 1:30 PM</p> <p>SASCA-CV:  PE: 10:00 AM – 10:45 AM  Lunch: 11:45 AM – 12:15 PM  Primary recess: 1:10 PM – 1:20 PM  Elementary recess: 1:40 PM – 1:50 PM</p>
Athletic Fields	<p>AEC:  Varying Times</p> <p>Spectrum:  8:25 AM – 9:10 AM  Lunch: 10:45 AM – 11:30 AM, 1:30 PM – 2:17 PM</p> <p>CVLA:  12:40 PM – 1:30 PM</p> <p>SASCA-CV:  PE: 10:00 AM – 10:45 AM  Lunch: 11:45 AM – 12:15 PM  Primary recess: 1:10 PM – 1:20 PM  Elementary recess: 1:40 PM – 1:50 PM</p>
Paved Play-Space/Basketball Courts	<p>AEC:  Varying Times</p> <p>Spectrum:  8:25 AM – 9:10 AM  Lunch: 10:45 AM – 11:30 AM, 1:30 PM – 2:17 PM</p> <p>CVLA:  12:40 PM – 1:30 PM</p> <p>SASCA-CV:  PE: 10:00 AM – 10:45 AM  Lunch: 11:45 AM – 12:15 PM  Primary recess: 1:10 PM – 1:20 PM  Elementary recess: 1:40 PM – 1:50 PM</p>

**DAILY SCHEDULE FOR SASCA-CV's  
 USE OF SHARED SPACE AT THE AEC SCHOOL SITE  
 JULY 1, 2021 – DECEMBER 31, 2021**

SHARED SPACE	SCHEDULE (subject to change)
Sixty-nine (69) Parking Spaces in the Front Parking Lot	SASCA-CV: Use as needed
Common Hallways	SASCA-CV: To be determined
Covered Drop-off and Pick-up Area	<p><b><u>DROP-OFF</u></b>                      Spectrum:                      8:00 AM – 8:25 AM</p> <p>SASCA-CV:                      7:30 AM – 8:00 AM</p> <p>AEC:                      7:30 AM (early start)                      8:30 AM (late start)</p> <p><b><u>PICK-UP</u></b>                      Spectrum:                      2:15 PM – 2:35 PM</p> <p>SASCA-CV Grades TK/K:                      1:00 PM – 1:25 PM</p> <p>SASCA-CV Grades 1 – 8:                      2:45 PM – 3:15 PM</p> <p>SASCA-CV Fridays:                      12:00 PM – 12:30 PM</p> <p>AEC:                      2:20 PM (early start)                      3:20 PM (late start)</p>

**ACKNOWLEDGEMENTS  
BETWEEN CVUSD AND SASCA-CV  
TO REVISED FINAL SHARED USE AGREEMENT  
JULY 1, 2021 – DECEMBER 31, 2021**

**I. SCHEDULE**

Copies of the schedule of SASCA-CV’s use of Shared Space shall be maintained and located in the District’s Alternative Education Center’s administration office and SASCA-CV’s office within SASCA-CV’s Exclusive Space.

**II. MEETINGS**

SASCA-CV’s Executive Director and/or Principal shall meet with the District’s Director of Alternative Education Dr. Carr and/or his designee as requested by Dr. Carr to discuss SASCA-CV’s schedule for SASCA-CV’s use of Shared Space or other important matters pertaining to the AEC school site.

SASCA-CV’s Executive Director and/or Principal shall meet with the District’s Director of Alternative Education Dr. Carr and/or his designee as needed to identify and discuss appropriate dates and times throughout the year for emergency drills, fire drills, and other security procedures to be followed on all areas of the Premises.

Executed on the dates set out below by:

**CHINO VALLEY UNIFIED SCHOOL  
DISTRICT**

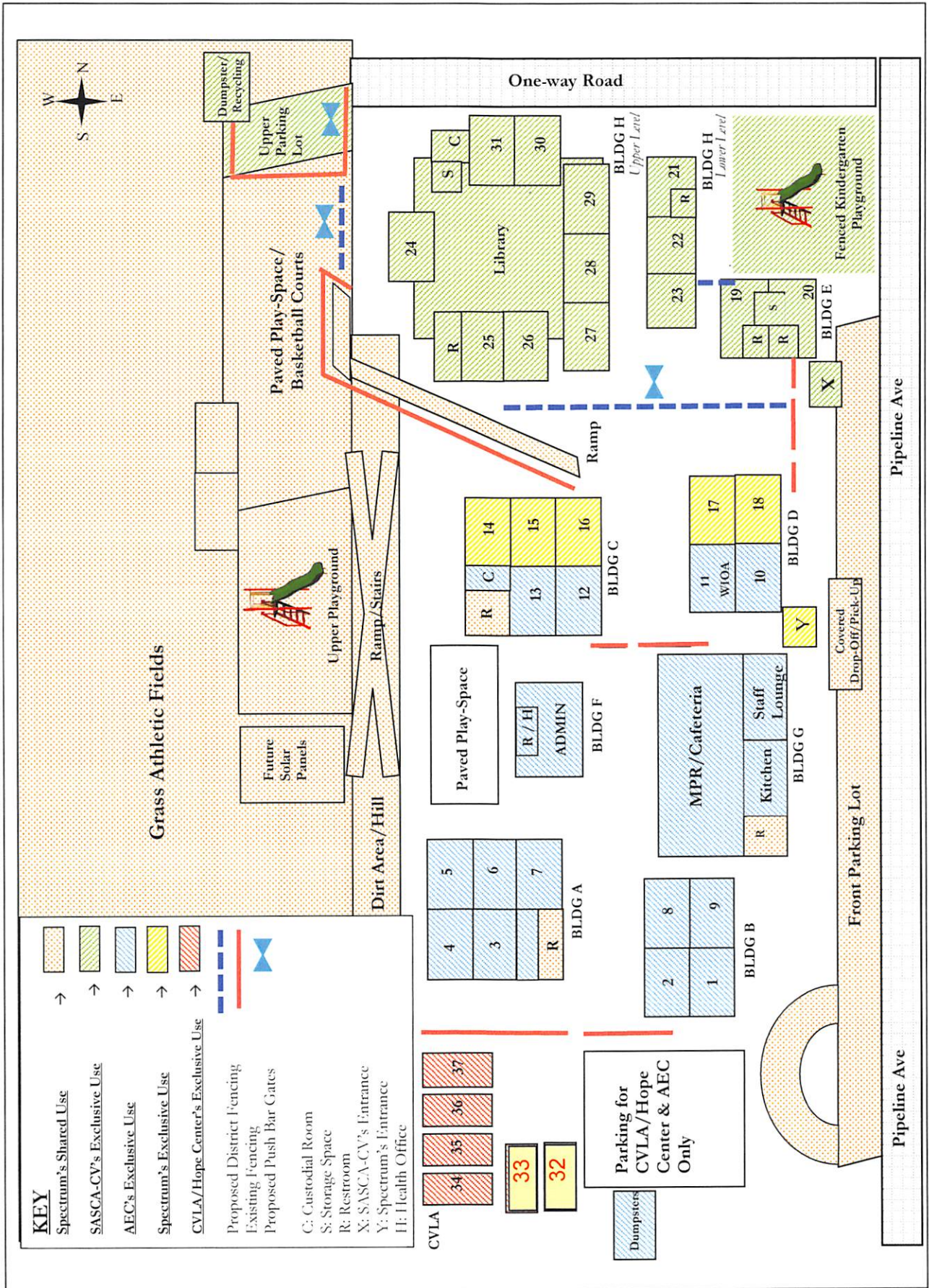
By \_\_\_\_\_, 2021  
Dr. Preston Carr Date  
Director of Alternative Education

**SYCAMORE ACADEMY OF SCIENCE AND  
CULTURAL ARTS-CHINO VALLEY**

By Barbara Hale, 2021  
Ms. Barbara Hale Date  
Executive Director



SITE PLAN - AEC SCHOOL SITE



**SASCA-CV INFORMATION  
FOR REVISED FINAL SHARED USE AGREEMENT  
JULY 1, 2021 – DECEMBER 31, 2021**

**I. SASCA-CV CONTACT INFORMATION**

*Executive Director*

Name: Barbara Hale  
Cell Phone: 951-473-5370  
Office Phone: 951-678-5217 x 101  
E-mail: b.hale@sycamoreacademycharter.org

*On-Site Principal or Administrator Next in Charge*

Name: Jeff Morabito  
Cell Phone: 951-445-3587  
Office Phone: TBD  
E-mail: j.morabito@sycamoreacademycharter.org

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

Name: Julie Miranda  
Cell Phone: Pending  
Office Phone: TBD  
E-mail: j.miranda@sycamoreacademycharter.org

**II. SASCA-CV SCHOOL HOURS**

Start of school: 8:00 AM  
End of school: 3:00 PM

**III. SASCA-CV HOLIDAYS/BREAKS**

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

**ATTACHMENT 3 TO REVISED FINAL FACILITIES MOU  
FOR JULY 1, 2021 - DECEMBER 31, 2021 ONLY**

**Sycamore Academy of Science and Cultural Arts-Chino Valley  
PRO RATA SHARE FEE CALCULATION**

<b>CVUSD Applicable Facilities Costs for Fiscal Year for 2020/2021</b>	<b>2020/2021</b>
Contributions from unrestricted general fund revenues to the District's Routine Restricted Maintenance Account	\$9,150,000.00
Contributions from unrestricted general fund revenues to the District's Deferred Maintenance Fund	\$2,500,000.00
Contributions from unrestricted general fund revenues for projects eligible for funding but not funded from the deferred maintenance fund	\$0.00
Costs associated with Plant M&O, etc.	\$2,771,777.00
<b>Total Applicable Costs</b>	<b>\$14,421,777.00</b>
Total District Square Footage (Indoor)	2,598,954
Total District Square Footage (Outdoor)	21,581,416
<b>Costs Per Square Foot (Indoor) = Total Applicable Costs / Total District SF (Indoor)</b>	<b>\$5.55</b>
<b>Costs Per Square Foot (Outdoor) = Total Applicable Costs / Total District SF (Outdoor)</b>	<b>\$0.67</b>

<b>Total Indoor Space Exclusively Allocated to SASCA-CV Charter School for 2021/2022</b>		
11 classrooms	9,627	Square Feet
2 classroom spaces for use as office and a nurse's office	1,585	Square Feet
1 custodial closet	72	Square Feet
1 storage room	162	Square Feet
Library	1,794	Square Feet
<b>Total Exclusive Indoor square footage</b>	<b>13,240</b>	<b>Square Feet</b>

<b>Total Outdoor Space Exclusively Allocated to SASCA-CV Charter School for 2021/2022</b>		
Kindergarten Play Area	10,990	Square Feet
Kindergarten Playground	4,330	Square Feet
15 parking spaces in upper lot	10,429	Square Feet
<b>Total Exclusive Outdoor square footage</b>	<b>25,749</b>	<b>Square Feet</b>

<b>Total Shared Space Allocated to SASCA-CV Charter School for 2021/2022</b>		
Athletic Fields	161,768	Square Feet
1-6 grades paved play area including playground	30,840	Square Feet
69 parking spaces	26,970	Square Feet
Restrooms in Building C	494	
<b>Total Exclusive Shared square footage</b>	<b>220,072</b>	<b>Square Feet</b>

<b>Total District Space Remaining at the AEC school site square footage</b>		
Total Square feet of AEC school site	435,600	Square Feet
Less	(-)	
Total shared space square footage allocated to SASCA-CV	220,072	Square Feet
Less	(-)	
Total exclusive indoor square footage allocated to SASCA-CV	13,240	Square Feet
Less	(-)	
Total exclusive outdoor square footage allocated to SASCA-CV	25,749	Square Feet
Equals	=	
<b>Total District space remaining at the AEC school site square footage</b>	<b>176,539</b>	<b>Square Feet</b>

<b>SASCA-CV's Exclusive Occupancy at AEC School Site</b>		
Total exclusive indoor square footage allocated to SASCA-CV	13,240	Square Feet
Divided by	(/)	
Sum of total Disitric space remaining at the AEC school site square footage and the total exclusive indoor space square footage allocated to SASCA-CV	189,779	Square Feet
Equals	=	
<b>Total exclusive indoor square footage allocated to SASCA-CV</b>	<b>6.98%</b>	<b>Square Feet</b>

<b>Calculation of Factored SASCA-CV's Exclusive Occupancy Percentage to Shared Outdoor Space Allocated to SACS-CV</b>		
Percentage of SASCA-CV's exclusive occupancy	6.98%	%
Multiplied by	(X)	
Total shared outdoor space allocated to SASCA-CV	220,072	Square Feet
Equals	=	
<b>Total exclusive indoor square footage allocated to SASCA-CV</b>	<b>15,361</b>	<b>Square Feet</b>

<b>Pro-Rata Share Calculation</b>		
13,240 exclusive indoor square feet @ \$5.55 per square foot	\$73,469.68	Per Year
25,749 exclusive outdoor square feet @ \$ 0.67 per square foot	\$17,206.76	Per Year
15,361 shared square feet factored to SASCA-CV's occupancy percentage @ \$ 0.67 per square foot	\$10,265.00	Per Year
<b>Total Pro-Rata Share</b>	<b>\$100,941.50</b>	<b>Per Year</b>
	Equal to 10 monthly payments of \$10,094.15	

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 17, 2021

**TO:** Members, Board of Education

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

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

**SUBJECT: PUBLIC NOTICE AND HEARING REGARDING RENEWAL OF WAIVER FOR CO-LOCATION OF COMMUNITY DAY SCHOOL CHINO VALLEY LEARNING ACADEMY WITH OTHER EDUCATIONAL PROGRAMS OPERATING AT THE LOS SERRANOS SCHOOL SITE**

=====

**BACKGROUND**

In May 2019, a California Department of Education representative contacted the Chino Valley Unified School District inquiring about the co-location of educational programs operating at the Los Serranos school site, located at 15650 Pipeline Ave., Chino Hills, CA 91709.

The District responded and the inquiry was closed.

In October 2019, the District was directed by the California Department of Education representative to submit a waiver request to allow continued co-location of the community day school Chino Valley Learning Academy (CVLA), located at the south side of the school site, with other educational programs operating at the site, the District's Alternative Education Center (AEC), a charter school (Sycamore Academy of Science and Cultural Arts-Chino Valley), and a nonpublic nonsectarian certified school (Spectrum Center Schools and Programs), all located to the north side of the school site. The community day school is separated from the other educational programs by fencing and gates.

The District has been successfully operating the community day school at the Los Serranos school site under secure conditions since the 2011/2012 school year. There have been no negative interactions or major safety issues between CVLA students and other programs operating at the school site. CVLA is located at the far end of the property, further minimizing the opportunity for interaction with students in other programs. Additionally, all CVLA students are bused to and from the site, and are supervised at all times. There are staggered student arrival and departure times for each educational program. A campus security officer monitors the school site at all times during the school day.

On December 12, 2019, the Board of Education held a public hearing and adopted Resolution 2019/2020-22, approving co-location of CVLA with other educational programs at the AEC school site. The waiver request was submitted to the CDE on December 17, 2019.

On March 11, 2020, the SBE conditionally approved the District's request to waive portions of California Education Code Section 48661(a) to permit the co-location of the Chino Valley Learning Academy, a community day school, on the same site as an elementary school, a senior high school, and other alternative education programs. The CDE recommended approval with the following condition: "In accordance with Education Code Section 48661(b), the CVUSD shall maintain its certification for the duration of the co-location waiver on the basis of a two-thirds annual vote of the local governing board that satisfactory alternative facilities are not available for a CDS" to the SBE.

The term granted for the waiver was from December 17, 2019 until June 30, 2021.

On April 16, 2020, the Board of Education adopted Resolution 2019/2020-44 certifying that satisfactory alternative facilities are not available for a community day school and approving the co-location of the community day school CVLA with other educational programs operating at the AEC school site, including the District's AEC, SASCA-CV, and Spectrum, and approve submission of a Board resolution to the State Board of Education as evidence that this Board satisfied the condition for approval.

Due to the upcoming expiration of the current waiver on June 30, 2021, the District must request a waiver renewal from the California Department of Education for the State Board of Education's review and approval.

The Board of Education must conduct a public hearing to receive input from parents/guardians and community members regarding the co-location of the community day school with other educational programs operating at the school site prior to approving the co-location of the community day school and submission of a request for a renewal of the waiver to the State Board of Education of the application of Education Code section 48661(a) pursuant to the general waiver provisions of Education Code section 33050 *et seq.*

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

### **RECOMMENDATION**

It is recommended the Board of Education give notice and conduct a public hearing to receive parent/guardian and community input regarding the co-location of community day school Chino Valley Learning Academy with other educational programs operating at the Los Serranos school site, including the District's Alternative Education Center, the Sycamore Academy of Science and Cultural Arts-Chino Valley Charter School, and Spectrum Center Schools and Programs, and approval of submission to the State Board of Education of a request for a renewal of the waiver of the application of Education Code Section 48661(a).

### **FISCAL IMPACT**

None.

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** June 17, 2021

**TO:** Members, Board of Education

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

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

**SUBJECT:** **ADOPTION OF RESOLUTION 2020/2021-44 CERTIFYING NO SATISFACTORY ALTERNATIVE FACILITIES AVAILABLE FOR COMMUNITY DAY SCHOOL, APPROVING CO-LOCATION OF COMMUNITY DAY SCHOOL WITH OTHER EDUCATIONAL PROGRAMS OPERATING AT THE ALTERNATIVE EDUCATION CENTER SCHOOL SITE AND SUBMISSION OF REQUEST TO THE STATE BOARD OF EDUCATION FOR A RENEWAL OF THE WAIVER OF EDUCATION CODE SECTION 48661(a)**

=====

**BACKGROUND**

In May 2019, a California Department of Education representative contacted the Chino Valley Unified School District inquiring about the co-location of educational programs operating at the Los Serranos school site, located at 15650 Pipeline Ave., Chino Hills, California, 91709. The District responded and the inquiry was closed.

In October 2019, the District was directed by the California Department of Education representative to submit a waiver request to allow continued co-location of the community day school Chino Valley Learning Academy (CVLA), located at the south side of the school site, with other educational programs operating at the site, the District's Alternative Education Center (AEC), a charter school (Sycamore Academy of Science and Cultural Arts-Chino Valley), and a nonpublic nonsectarian certified school (Spectrum Center Schools and Programs), all located to the north side of the school site. The community day school is separated from the other educational programs by fencing and gates.

The District has been successfully operating the community day school at the Los Serranos school site under secure conditions since the 2011/2012 school year. CVLA is located at the far end of the property, further minimizing the opportunity for interaction with students in other programs. Additionally, all CVLA students are bused to and from the site, and are supervised at all times. There are staggered student arrival and departure times for each educational program. A campus security officer monitors the school site at all times during the school day.

On December 12, 2019, the Board of Education held a public hearing and adopted Resolution 2019/2020-22, approving co-location of CVLA with other educational programs at the AEC school site. The waiver request was submitted to the CDE on December 17, 2019.

On March 11, 2020, the SBE conditionally approved the District's request to waive portions of California Education Code Section 48661(a) to permit the co-location of the Chino Valley Learning Academy, a community day school, on the same site as an elementary school, a senior high school, and other alternative education programs. The CDE recommended approval with the following condition: "In accordance with Education Code Section 48661(b), the CVUSD shall maintain its certification for the duration of the co-location waiver on the basis of a two-thirds annual vote of the local governing board that satisfactory alternative facilities are not available for a CDS" to the SBE.

The term granted for the waiver was from December 17, 2019 until June 30, 2021.

On April 16, 2020, the Board of Education adopted Resolution 2019/2020-44 certifying that satisfactory alternative facilities are not available for a community day school and approving the colocation of the community day school CVLA with other educational programs operating at the AEC school site, including the District's AEC, SASCA-CV, and Spectrum, and approve submission of a Board resolution to the State Board of Education as evidence that this Board satisfied the condition for approval.

Due to the upcoming expiration of the current waiver on June 30, 2021, the District must request a waiver renewal from the California Department of Education for the State Board of Education's review and approval.

On June 17, 2021, the Board of Education held a public hearing to seek input from parents/guardians and community members regarding the co-location. The District has consulted affected school site councils and leadership and certificated and classified association leadership to receive their input.

There have been no negative interactions or major safety issues between CVLA students and other programs operating at the AEC school site. The District has not received any reports of concerns regarding the co-location of programs at the site. The District has received a letter of support of the continued co-location from Barbara Hale, Executive Director, Sycamore Academy of Science and Cultural Arts Charter School.

Additionally, there are still no satisfactory alternative facilities available for the community day school.

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



## **RECOMMENDATION**

It is recommended the Board of Education adopt Resolution 2020/2021-44 certifying that satisfactory alternative facilities are not available for a community day school and approving the co-location of the community day school CVLA with other educational programs operating at the AEC school site, including the District's AEC, SASCA-CV, and Spectrum, and approve submission of a request to the State Board of Education for a renewal of the waiver of the application of Education Code Section 48661(a).

## **FISCAL IMPACT**

None.

NE:GJS:pw

**Chino Valley Unified School District  
Resolution 2020/2021-44  
Approval of Co-location of Community Day School and  
Submission of Request for Renewal of the Waiver of Education Code  
Section 48661(a)**

**WHEREAS**, the Board of Education of the Chino Valley Unified School District held a public hearing to seek input from parents/guardians and community members regarding the co-location of a community day school Chino Valley Learning Academy with other educational programs operating at the Los Serranos school site, including the District's Alternative Education Center, the Sycamore Academy of Science and Cultural Arts-Chino Valley (SASCA-CV) charter school, and Spectrum Center Schools and Programs, on June 17, 2021, at or after 6:00 pm, which did not take place during or immediately following school hours;

**WHEREAS**, the Board provided at least 10 days' notice of the public hearing by publication in a newspaper of general circulation, by posting it in at least three public places within the District and posting on its website stating the time, place, and purpose of the hearing;

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

**WHEREAS**, information was provided at the public hearing regarding the educational programs operating at the Los Serranos school site and the conditions under which they operate;

**WHEREAS**, because the current waiver expires on June 30, 2021, the District is required to submit a request for a renewal of the waiver of the application of Education Code Section 48661(a) pursuant to the general waiver provisions of Education Code Section 33050 *et seq.* to permit co-location of the community day school with other educational programs operating at the school site;

**WHEREAS**, the Board is required to certify that there are no satisfactory alternative facilities available for the community day school pursuant to Education Code Section 48661(a)(1);

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Education of the Chino Valley Unified School District certifies that there are no satisfactory alternative facilities available for Chino Valley Learning Academy, that the Board approves co-location of the Chino Valley Learning Academy with other educational programs operating at the Los Serranos school site and submission of request to the State Board of Education for a renewal of the waiver of the application of Education Code Section 48661(a).

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 17th 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.

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

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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Humility • Civility • Service

**DATE:** June 17, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Richard Rideout, Assistant Superintendent, Human Resources  
**SUBJECT: COMPENSATION INCREASE TO THE CLASSIFIED  
SUBSTITUTE SALARY SCHEDULE**

=====

**BACKGROUND**

Classified substitutes are hired to work temporary day-to-day or long-term assignments on an as-needed basis. The pay rate is being aligned to the increase of Step A of the Classified School Employees Association salary schedule effective July 1, 2021.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the compensation increase to the Classified Substitute Salary Schedule.

**FISCAL IMPACT**

The fiscal impact is unknown at this time due to the fluctuation of substitutes and student workers.

NE:RR:mcm

**Classified Substitute Salary Schedule**

Effective 07/01/2021

CLERICAL	RANGE	STEP A
Account Clerk I	28	\$18.34
Account Clerk II	32	\$20.26
Account Clerk III	36	\$22.35
Account Clerk III/Facilities & Planning	37	\$22.92
Accountant I	43	\$26.57
Accountant II	46	\$28.64
Accountant II/Facilities & Planning	46	\$28.64
Accountant II/Position Control	46	\$28.64
Administrative Secretary I	40	\$24.69
Administrative Secretary II	48	\$30.06
Administrative Secretary III	50	\$31.60
Administrative Secretary IV	52	\$33.18
Alternative Ed. Work Center Outreach Advisor	30	\$19.29
ASB Student Store Clerk	27	\$17.88
Assessment Technician	40	\$24.69
Assistant Principal Secretary	32	\$20.26
Attendance Clerk	29	\$18.80
Behavior Intervention Records Asst.	31	\$19.76
Bilingual (Desig. Lang.) Admin. Secretary I	42	\$25.93
Bilingual Typist Clerk I	28	\$18.34
Billing Specialist	43	\$26.57
Career Center Guidance Technician	34	\$21.27
Categorical Programs Technician	40	\$24.69
Child Development Program Clerk II	30	\$19.29
Child Development Program Technician	40	\$24.69
Communications Technician	40	\$24.69
Counseling Assistant	33	\$20.75
Credential Technician	44	\$27.24
District Attendance Aide II	30	\$19.29
District Attendance Liaison	29	\$18.80
District Attendance Specialist	46	\$28.64
District Community Attendance Liaison	28	\$18.34
District Media Center Clerk	27	\$17.88
District Media Center Operations Technician	34	\$21.27
District Media Center Specialist	32	\$20.26
District Postal Specialist	29	\$18.80
District Purchasing Assistant	41	\$25.30
District Receptionist	27	\$17.88
District Secretary	32	\$20.26
District Student Body Finance Technician	40	\$24.69
District Student Records Specialist	29	\$18.80
Elementary Library/Media Center Assistant	28	\$18.34
Family Services Program Specialist	50	\$31.60
Finance Technician	54	\$34.86
Fringe Benefits Technician	40	\$24.69
Grant Program Support Spec./Suppl. Funding	30	\$19.29
Health Technician	30	\$19.29
High School Receptionist	27	\$17.88
Insurance Claims Examiner	36	\$22.35
Interfund Control Clerk	38	\$23.48
Nutrition Eligibility Specialist	32	\$20.26
Nutrition Services Fiscal Technician	40	\$24.69
Payroll Clerk II	32	\$20.26
Payroll Clerk III	36	\$22.35
Payroll Technician	40	\$24.69
Personnel Clerk I	28	\$18.34
Personnel Clerk II	32	\$20.26
Personnel Clerk III	36	\$22.35
Purchasing Clerk II	32	\$20.26
Purchasing Clerk III	36	\$22.35

CLERICAL (cont.)	RANGE	STEP A
Registrar	32	\$20.26
Risk Management Specialist	46	\$28.64
School Secretary I	36	\$22.35
School Secretary II	38	\$23.48
Secondary Library/Media Asst.	30	\$19.29
Student Personnel Specialist	31	\$19.76
Student Body Finance Clerk	31	\$19.76
Supplemental Instruction Support Technician	34	\$21.27
Transportation Technician	40	\$24.69
Typist Clerk I	26	\$17.47
Typist Clerk II	29	\$18.80
WIOA Employment Placement Specialist	29	\$18.80
Workforce Investment Act Career Technician	35	\$21.81
<b>INSTRUCTIONAL</b>		
Behavior Intervention Aide/Spec. Ed.	28	\$18.34
Bilingual-Biliterate/Generic	26	\$17.47
Bilingual-Biliterate/Spanish	26	\$17.47
Bilingual-Portuguese	26	\$17.47
Child Care Specialist	30	\$19.29
Ged Test Proctor	26	\$17.47
IA/Childhood Education	26	\$17.47
IA/Computer Assisted Instruction	26	\$17.47
IA/Curriculum Lab	26	\$17.47
IA/Elementary Physical Education	26	\$17.47
IA/Elementary Grade Level	26	\$17.47
IA/Secondary Grade Level	26	\$17.47
IA/Severely Handicapped/SH	26	\$17.47
IA/Special Education	26	\$17.47
IA/Visually Handicapped	26	\$17.47
IA/Voc./Special Education	26	\$17.47
Interpreter-Deaf/Hard of Hearing	58	\$38.48
Remedial Reading	26	\$17.47
ROP/Auto Body/Paint	26	\$17.47
School Community Liaison	28	\$18.34
Community Liaison/Bilingual-Spanish	28	\$18.34
Speech-Language Pathology Assistant	30	\$19.29
Testing Aide/Biling.-Bilit.	28	\$18.34
<b>NUTRITIONAL SERVICES</b>		
Central Kitchen Assistant I	18	\$14.33
Central Kitchen Assistant II	23	\$16.23
Nutrition Eligibility Specialist	32	\$20.26
Nutrition Services Assistant I	16	\$14.00*
Nutrition Services Assistant II	18	\$14.33
Nutrition Services Manager I	23	\$16.23
Nutrition Services Manager II	28	\$18.34
Nutrition Services Manager III	35	\$21.81
NS/Roving Mgr./Caterer/Central Kitchen Asst.	35	\$21.81
Nutrition Services Roving Assistant	20	\$15.06
<b>TECHNICAL</b>		
Athletic Trainer	42	\$25.93
Audio Visual/Computer Elec. Technician	52	\$33.18
Computer Operations Technician I	40	\$24.69
Computer Operations Technician II	46	\$28.64
District Videographer	40	\$24.69
Duplicating Department Clerk	27	\$17.88
Electronics Communication Systems Technician	51	\$32.39
Electronics Display Systems Technician	51	\$32.39
Electronics Security Systems Technician	51	\$32.39
Electronics Technician I	39	\$24.08
Four-Color Specialist	38	\$23.48
Junior Database Administrator	51	\$32.39
Lead Duplicating Technician	41	\$25.30

\* Rate was adjusted to comply with the requirements of the California Minimum Wage.

**Classified Substitute Salary Schedule**

Effective 07/01/2021

<b>TECHNICAL (cont.)</b>	<b>RANGE</b>	<b>STEP A</b>
Lead Electronics Technician	56	\$36.64
Lead Network Technician	60	\$40.46
Licensed Vocational Nurse	38	\$23.48
Public Information Officer	50	\$31.60
Network Support Technician	46	\$28.64
Network Technician	56	\$36.64
Offset Press Operator Spec.	35	\$21.81
Printer/Publisher Operator	35	\$21.81
Programmer I	41	\$25.30
Programmer Analyst I	51	\$32.39
Technology/Computer Assistant	32	\$20.26
Technology Technician	40	\$24.69
<b>MAINTENANCE/OPERATIONS</b>		
Custodian I	29	\$18.80
Custodian II	32	\$20.26
Custodian I/Carpet-Flooring	29	\$18.80
Custodian II/Carpet-Flooring	32	\$20.26
Custodian III/Carpet-Flooring	38	\$23.48
Custodian Specialist	38	\$23.48
Draftsperson	41	\$25.30
Energy/Resource Conservation Tech.	39	\$24.08
Groundswoker I	29	\$18.80
Groundswoker II	32	\$20.26
Groundswoker III	36	\$22.35
Grounds Equipment Operator II	34	\$21.27
Pesticide Appl./Grounds Equipment Operator II	36	\$22.35
Grounds Equipment Operator III	40	\$24.69
Heavy Grounds Equipment Operator II	34	\$21.27
Heavy Grounds Equipment Operator III	40	\$24.69
<b>Maintenance I</b>		
Carpenter	35	\$21.81
Electrician	35	\$21.81
Fire System Repair	32	\$20.26
General Maintenance	32	\$20.26
Heating/Ventilating Air Cond./Refrigeration	38	\$23.48
Locksmith	32	\$20.26
Painter	32	\$20.26
Plumber	38	\$23.48
Sheet Metal	32	\$20.26
Small Engine Repair	32	\$20.26
Welder	32	\$20.26
<b>Maintenance II</b>		
Carpenter	39	\$24.08
Electrician	39	\$24.08
Equipment Repair	36	\$22.35
Fire System Repair	36	\$22.35
General Maintenance	36	\$22.35
Heating/Ventilating Air Cond./Refrigeration	42	\$25.93
Locksmith	36	\$22.35
Painter	36	\$22.35
Plumber	42	\$25.93
Sheet Metal	36	\$22.35
Welder	36	\$22.35

<b>MAINTENANCE/OPERATIONS (cont.)</b>	<b>RANGE</b>	<b>STEP A</b>
<b>Maintenance III</b>		
Carpenter	43	\$26.57
Crafts Specialist	40	\$24.69
Electrician	46	\$28.64
Equipment Repair	40	\$24.69
Fire System Technician	40	\$24.69
Heating/Ventilating Air Cond./Refrigeration	46	\$28.64
Locksmith	46	\$28.64
Metal Worker/Welder	46	\$28.64
Painter	40	\$24.69
Plumber	46	\$28.64
Sheet Metal	40	\$24.69
Small Engine Repair	40	\$24.69
Welder	40	\$24.69
<b>Maintenance Leadworker</b>		
Carpenter	46	\$28.64
Electrician	46	\$28.64
Heating/Ventilating Air Cond./Refrigeration	49	\$30.81
Painter	43	\$26.57
Plumber	49	\$30.81
Maintenance Pool Technician	36	\$22.35
Maintenance Scheduler/Parts Fac.	42	\$25.93
Maintenance Sprinkler Tech. I	35	\$21.81
Maintenance Sprinkler Tech. II	39	\$24.08
Maintenance Sprinkler Tech. III	43	\$26.57
Office Machines Tech. I	32	\$20.26
Office Machines Tech. II	36	\$22.35
Office Machines Tech. III	40	\$24.69
Security Person	34	\$21.27
Senior Security Officer	36	\$22.35
Lead Storekeeper/Warehouse Delivery Person	39	\$24.08
Storekeeper	36	\$22.35
Maintenance Material/Equipment Facilitator	43	\$26.57
Warehouse and/or Delivery Worker	31	\$19.76
<b>TRANSPORTATION</b>		
Automotive Service Person	31	\$19.76
Bus Driver	32	\$20.26
Driver Trainer	35	\$21.81
Dispatcher/Scheduler	34	\$21.27
Mechanic I	35	\$21.81
Mechanic II	44	\$27.24
Mechanic III	46	\$28.64
Transportation Glazer/Upholster	40	\$24.69
<b>OTHER</b>		
AVID Tutor	NA	\$14.00
Playground Supervisor	21A	\$14.00
WIOA Student	NA	\$14.00

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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Humility • Civility • Service

**DATE:** June 17, 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: COMPENSATION INCREASE FOR SUBSTITUTE SERVICES  
PROVIDED FOR CERTIFICATED EMPLOYEES**

=====

**BACKGROUND**

Pursuant to Education Code 44917, the Board of Education “shall classify as substitute employees those persons employed in positions requiring certification qualifications, to fill positions of regularly employed persons absent from service.” The District must provide a competitive salary to ensure it has an adequate and well-qualified pool of certificated substitutes.

The District currently provides a daily rate of \$140.00 for its substitute teachers. Substitutes working on a long-term assignment receive a rate of \$155.00 per day. This rate becomes retroactive on the eleventh consecutive day worked in the same assignment. The proposed increase would augment the daily rate to \$150.00. The long-term assignment will increase the daily rate to \$165.00.

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

**RECOMMENDATION**

It is recommended the Board of Education approve a compensation increase for substitute services provided for certificated employees.

**FISCAL IMPACT**

The fiscal impact is unknown at this time due to the fluctuation of substitutes.

NE:RR:IB:ED:mcm

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 17, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Richard Rideout, Assistant Superintendent, Human Resources  
**SUBJECT:        COMPENSATION        INCREASE        FOR        ADMINISTRATIVE  
                      SUBSTITUTE SERVICES**

=====

**BACKGROUND**

The District last provided a pay rate increase for its certificated administrative interims in 2012. The District currently provides a daily rate of \$400.00 for principal interims and \$300.00 for assistant principal interims. Interims placed in a long-term assignment (assignment lasting longer than ten consecutive days, at the same site) are paid a daily rate of \$450.00 for principal interims and \$350.00 for assistant principal interims.

The proposed increase would augment the daily rate to \$150.00. The long-term assignment will increase the daily rate to \$165.00.

The Division of Human Resources will assign such administrators and sign off on their monthly timesheets.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the compensation increase for substitute services provided for administrative employees.

**FISCAL IMPACT**

The fiscal impact is unknown at this time due to the fluctuating need of administrative interims.

NE:RR:mcm



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 17, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Richard Rideout, Assistant Superintendent, Human Resources  
**SUBJECT: COMPENSATION INCREASE FOR THE BOARD OF EDUCATION**

=====

**BACKGROUND**

Board Bylaw 9250 states, “Each member of the Board of Education may receive the monthly compensation as provided for in Education Code 35120. On an annual basis, the Board may increase the compensation of Board members beyond the limit delineated in Education Code 35120 in an amount not to exceed five percent based on the present monthly rate of compensation. Any increase made pursuant to this section shall be effective upon approval by the Board (Education Code 35120).”

The increase in compensation reflects the same on-going percentage increase for all management team members.

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

**RECOMMENDATION**

It is recommended the Board of Education approve a 1.47% on-schedule salary increase for the 2021/2022 school year effective July 1, 2021.

**FISCAL IMPACT**

An ongoing fiscal impact is \$736.00 to the General Fund for the 2021/2022 school year.

NE:RR:mcm

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 17, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Richard Rideout, Assistant Superintendent, Human Resources  
**SUBJECT: CONSIDERATION AND APPROVAL OF EMPLOYMENT  
CONTRACT FOR SUPERINTENDENT OF THE CHINO VALLEY  
UNIFIED SCHOOL DISTRICT**

=====

**BACKGROUND**

Government Code 53262 requires that “all contracts with a superintendent, deputy superintendent, assistant superintendent, associate superintendent...of a local agency shall be ratified in an open session of the governing body, which shall be reflected in the governing body’s minutes.” Further, copies of the employment contract shall be made available to the public upon request.

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

**RECOMMENDATION**

It is recommended the Board of Education consider and approve the proposed contract of employment for Norman P. Enfield, Ed.D., as the Superintendent of Chino Valley Unified School District, effective July 1, 2021, through June 30, 2025.

**FISCAL IMPACT**

Fiscal impact to the general fund is \$14,422.00.

NE:RR:mcm

CONTRACT FOR EMPLOYMENT OF SUPERINTENDENT  
BETWEEN  
CHINO VALLEY UNIFIED SCHOOL DISTRICT  
AND  
NORMAN P. ENFIELD, Ed.D.

THIS AGREEMENT is hereby made and entered into this 17<sup>th</sup> day of June 2021 by and between the BOARD OF EDUCATION ("Board") of the **CHINO VALLEY UNIFIED SCHOOL DISTRICT** ("District") and Norman P. Enfield, Ed.D., ("Superintendent").

NOW, THEREFORE, it is hereby agreed as follows:

**1. Superintendent, Chief Executive Officer, and Secretary to the Board**

Norman P. Enfield, Ed.D. is hereby employed as the District's Superintendent. The Superintendent shall also be the Chief Executive Officer of the Board and shall serve as Secretary to the Board.

**2. Term of Contract**

The term of this Contract shall be from July 1, 2021, through June 30, 2025. On or before June 30th of each year, the Board may extend this Contract for an additional year subject to the Superintendent receiving a satisfactory performance evaluation by the Board ("Satisfactory" is defined as an overall rating of 3 or above).

**3. General Terms and Conditions of Employment**

This Contract is subject to all applicable laws of the State of California, the rules and regulations of the California State Board of Education and the District. Said laws, rules and regulations are hereby made a part of the terms and conditions of this Contract as though herein set forth.

**4. Duties of Superintendent**

The Superintendent shall perform all of his powers and duties in accordance with the laws, rules and regulations of the State of California, the California State Board of Education and this District and this Contract. All powers and duties legally delegated to the Superintendent are to be executed in accordance with the policies adopted by the Board. Acts that require ratification by the Board shall be referred to the Board at the earliest opportunity.

The Superintendent's duties and functions shall include but not be limited to the following:

- a. Serving as the Chief Executive Officer of the District as described by District policy, the Superintendent shall be delegated all powers and duties necessary

for efficient management and administration of the District to the full extent permitted by law. Any organizational change and/or arrangement of the administrative and supervisory staff including instruction, business and operational affairs shall be recommended by the Superintendent, subject to approval by the Board. Employment of new personnel will be recommended by the Superintendent, subject to approval by the Board. In the event the Board does not approve the Superintendent's personnel recommendations, the Superintendent shall submit an alternate recommendation, subject to the Board's approval.

In addition to the foregoing duties, the Superintendent shall:

- b. Working with the Board, District personnel, parents and the public, develop short and long-range goals with clear criteria for determining effective achievement and evaluating outcomes.
- c. Represent the interests of the Board and the District in day-to-day contact with parents, other citizens, community, governmental agencies, and legal representatives.
- d. Provide leadership, guidelines and directions to ensure the policies related to curriculum, instruction, pupil personnel services, personnel, budget and business affairs are carried out.
- e. Report regularly to the Board information regarding student learning and an analysis of student learning, student achievement, and test scores.
- f. Review policies adopted by the Board and make appropriate recommendations to the Board for addition, deletion or modification.
- g. Evaluate employees directly accountable to the Superintendent and oversee the employees as defined by California law and Board policy.
- h. Provide leadership and direction in planning and financing school facilities to meet growth needs.
- i. Advise the Board and make recommendations regarding possible sources of funds that may be available to implement present or contemplated district programs.
- j. Establish and maintain an effective community relations program including effective relationships with the media.
- k. Communicate openly, systematically and in a timely manner to the Board, staff and the community, and promptly inform the Board of critical issues or incidents.

- l. Provide educational leadership to ensure quality teaching and learning.
- m. Perform other duties and functions as assigned or required by the Board.

**5. Board - Superintendent Relations**

The Board shall provide the Superintendent periodic opportunities to discuss Board-Superintendent relationships as they relate to the Superintendent's productivity and the effectiveness of the Superintendent's leadership.

The Board shall hold the Superintendent responsible for operations, personnel, and student achievement and is accountable to manage the District consistent with the approved policies that establish the Board's expectancies, and what it expects the schools to accomplish. It is through Board policy and official Board action that the Board gives direction to the Superintendent.

The Board shall hold the Superintendent responsible for operations, personnel, and student achievement and for managing the District to meet the Board's expected outcomes including the provision of data from which the Board can evaluate the District's achievements.

**6. Evaluation**

The Board shall evaluate the performance of the Superintendent and the working relationship between the Superintendent and the Board once each year, commencing on or about April 5<sup>th</sup>, and concluding no later than June 15<sup>th</sup>. Evaluations shall be based upon the Superintendent's performance of duties and responsibilities contained in the Superintendent's job description and written goals and objectives that will include operations, personnel, and student achievement established by mutual agreement between the Board and Superintendent no later than June 30<sup>th</sup> of each year. A mid-year informal progress assessment shall take place prior to January 31<sup>st</sup> of each year.

**7. Salary**

The District shall pay the Superintendent an annual salary of two hundred ninety-four thousand, two hundred seventy-nine dollars (\$294,279), payable in twelve (12) equal monthly payments. Subject to a satisfactory evaluation for the immediate preceding year, the Superintendent shall receive an annual step advancement, first commencing July 1, 2022, and each July 1 thereafter, of not less than three (3) percent, in accordance with District practices and procedures applicable to other certificated management personnel. When only a portion of a year is served, compensation shall be prorated. For subsequent years of this Contract, the Superintendent salary in no case will it be less than the previous year's salary. Any adjustment in salary during the term of this Contract shall be in the form of an amendment and shall not operate as a termination of this Contract.

The Superintendent shall receive the same general or across-the-board salary

increase provided by the Board to other employee groups of the District.

**8. Fringe Benefits, Professional Schedule and Vacation**

The Superintendent shall have a work year of two hundred twenty-six (226) days of full and regular service to the District during each annual period covered by this Contract or a portion thereof; provided, however, that the Superintendent shall be entitled to twenty-two (22) days of annual vacation with pay, exclusive of holidays defined in Sections 37220, 37220.5, and 37221 of the California Education Code, and any additional local holidays granted by the Board to twelve-month management employees of the District.

In the event of termination of this Contract, the Superintendent shall be entitled to compensation for unused vacation at a salary rate effective during the school year in which the vacation credit was earned. The Superintendent is entitled to sell back up to thirty (30) days of unused vacation annually. In no case shall more than 56 days of unused vacation be paid at the expiration or termination of this Contract.

The Superintendent shall be entitled to an annual stipend of four (4) percent of his annual salary for a doctoral degree which is payable in twelve (12) equal payments.

The Superintendent and eligible dependent shall be provided all health and insurance benefits which are provided to District certificated management personnel.

The District will provide retiree medical insurance coverage only up to the certificated management benefit cap for the Superintendent and his eligible dependent only if the Superintendent is in full-time employment status in the District for ten (10) years immediately preceding his retirement from the District. Such insurance coverage will be the same as that available to active certificated management employees of the District. Such insurance coverage shall cease with the death of the Superintendent or upon his reaching age 65, whichever occurs first.

The Superintendent shall be provided with two days per month sick leave annually. Earned sick leave may be accrued and accumulated as provided by the Education Code and Board rules and regulations.

**9. Expenses**

a. District-Related Expenses and Travel

The District shall reimburse the Superintendent for all actual and necessary expenses incurred and paid by the Superintendent in the conduct of his duties on behalf of the District while outside the District. The Superintendent will submit itemized claims or invoices for such expenses and such items claimed must be a proper use of District funds.

b. Professional Organizations

The District encourages the Superintendent to participate in professional organizations and activities. The District shall pay the Superintendent's membership dues in ACSA (Association of California School Administrators), and AASA (American Association of School Administrators).

c. Professional Meetings

The Superintendent may attend professional meetings at the local, county, and state levels. Prior approval of the Board shall be obtained when the Superintendent attends national functions. All actual and necessary expenses of attendance at local, county, state and national meetings shall be paid by the District. In case of emergency attendance requirement, the President of the Board shall be notified, and the expenses will be ratified at the next appropriate Board meeting.

d. Outside Professional Activities

The Superintendent may engage in outside professional activities, such as consulting, speaking, and writing, provided such activities do not interfere with the Superintendent's duties, and may be subject to prior Board approval.

**10. Termination of Contract**

The Superintendent may terminate his obligations under this Contract by providing the Board a minimum of a thirty (30) day written notice.

This Contract shall terminate upon the occurrence of any of the following events:

- a) Upon mutual written agreement of the Board and the Superintendent.
- b) Death of the Superintendent terminates this Contract immediately. In such event, all salary and monetary amounts due the Superintendent at the time of death, if any, shall be paid to the Superintendent's estate unless otherwise declared in writing by the Superintendent.
- c) Termination for Cause: This Contract and the services of the Superintendent may be terminated by the Board at any time for any grounds enumerated in Education Code Section 44932. The Board shall not terminate this Contract under this paragraph until a written statement of the grounds for termination has first been served upon the Superintendent. The Superintendent shall then be entitled to a conference with the Board, at which time the Superintendent shall be given a reasonable opportunity to address the Board's concerns. The Superintendent shall have the right at his own expense, to have a representative of his choice at the conference with the Board.

- d) Termination Without the Necessity of Cause: By a two-thirds vote the Board may, for any reason, without cause, terminate this Contract at any time upon written notice to the Superintendent. Prior to the Board's termination of this Contract, the Superintendent shall have an opportunity to discuss the proposed termination without cause with the Board in closed session. In consideration for the exercise of this right, the Board shall pay to Superintendent from the date of termination until the expiration of this Contract, or for a period of twelve (12) months, whichever is less, a sum equal to the Superintendent's base salary at the rate in effect during the Superintendent's last month of service. Payments to the Superintendent shall be made on a monthly basis unless the parties agree in writing otherwise. For purpose of this Contract, the term "salary" shall include the Superintendent's regular monthly base salary. All payments made pursuant to this termination without cause provision shall be subject to applicable deduction and shall be treated as compensation for state and federal tax purposes. Payments made pursuant to this termination without cause provision shall be considered as final settlement pay. Upon termination under the paragraph 10(d), the Superintendent shall continue to be eligible to participate in the District's health benefit programs (medical, dental and vision) for the same period as the payment of salary described herein and under the same terms set out in Section 8 of this Contract.

The parties agree that any damages to the Superintendent that may result from the Board's early termination of this Contract without cause cannot be readily ascertained. Accordingly, the parties agree that the payments made pursuant to this termination without cause provision, along with the District's agreement to provide health benefits, constitutes reasonable liquidated damages for the Superintendent, fully compensates the Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Superintendent's sole remedy to the fullest extent provided by law. Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code Section 53260, et seq.

- e) Notwithstanding any provisions hereunder termination for cause or without cause, should the Superintendent be unable to serve in his position due to physical and/or mental condition, and upon expiration of the sick leave entitlement as provided by statute and the rules and policies of the Board, and upon written evaluation by a licensed physician designated by the District indicating the inability of the Superintendent to further serve in his position of employment, this Contract may be terminated by the Board.

## **11. Abuse of Office**

Notwithstanding any other provisions of this Contract and as mandated by Government Code Section 53243, et seq., in the event the Superintendent is convicted of a crime constituting "abuse of office", the Superintendent shall reimburse the District to the fullest extent mandated by Government Code Section 53243, et seq., (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payment barred by Government Code Section 53243, et seq.



**12. Indemnification**

Unless there is a finding of criminal action, actual fraud, corruption or actual malice, in accordance with the provisions of Government Code Section 825 and 995, the District shall hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or in the Superintendent's official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Superintendent was acting within a scope of Superintendent's employment. Such indemnification and hold harmless shall be for any and all claims arising out of or related to this Contract and its provisions, duties and responsibilities of the Superintendent's job performance, including any extensions of this Contract.

**13. Statement Required by Government Code Section 53260**

Regardless of the term of this Contract, if this Contract is terminated, the maximum cash settlement that the Superintendent may receive shall be in an amount equivalent to his monthly salary multiplied by the number of months left on the unexpired term of this Contract, not to exceed twelve (12) months.

**14. Action at Open Session of Regular Meeting**

Pursuant to Government Code Sections 54956(b) and 54957.6(b), this Contract shall be approved in an open session of a regular meeting of the Board of Education.

**15. Savings Clause**

If any provisions of this Contract are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

**16. Renewal**

If the Board determines not to renew this Contract it shall provide the Superintendent with written notice of such decision no later than March 15<sup>th</sup> of the final year of this Contract.

**17. Complete Agreement**

This Contract is the full and complete agreement between the parties hereto. Any amendment, modifications, or variations from the terms of this Contract shall be in writing and shall be effective only upon approval of such amendment, modification, or variation by the Board and the Superintendent.

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Contract on the day and year above written.

BOARD OF EDUCATION OF THE  
CHINO VALLEY UNIFIED SCHOOL DISTRICT

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

\_\_\_\_\_  
Christina Gagnier, Vice President

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

\_\_\_\_\_  
Andrew Cruz, Member

\_\_\_\_\_  
James Na, Member

I hereby accept this offer of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment of Superintendent of the Chino Valley Unified School District.

\_\_\_\_\_  
Norman P. Enfield, Ed.D.

\_\_\_\_\_  
Date of Acceptance

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 17, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Richard Rideout, Assistant Superintendent, Human Resources

**SUBJECT: ADDENDUM TO THE EMPLOYMENT CONTRACTS FOR ASSOCIATE SUPERINTENDENTS: BUSINESS SERVICES; AND CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT; ASSISTANT SUPERINTENDENTS: CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT; FACILITIES, PLANNING, AND OPERATIONS; AND HUMAN RESOURCES DIVISIONS**

=====

**BACKGROUND**

Government Code 53262 requires that “all contracts with a superintendent, deputy superintendent, assistant superintendent, associate superintendent...of a local agency shall be ratified in an open session of the governing body which shall be reflected in the governing body’s minutes.”

As a result of the ratification between the District and the Associated Chino Teachers and California School Employee Association, a recommendation for a salary increase for the Associate Superintendents, and Assistant Superintendents is now being brought before the Board.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the addendum to the employment contracts for Associate Superintendents: Business Services; and Curriculum, Instruction, Innovation, and Support; Assistant Superintendents: Curriculum, Instruction, Innovation, and Support; Facilities, Planning, and Operations; and Human Resources Divisions 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.

**FISCAL IMPACT**

Fiscal impact to the general fund is \$55,588.00

NE:RR:IB:ED:mcm

ADDENDUM TO CONTRACT FOR EMPLOYMENT OF  
ASSOCIATE SUPERINTENDENT  
BETWEEN THE BOARD OF EDUCATION  
OF THE  
CHINO VALLEY UNIFIED SCHOOL DISTRICT  
  
COUNTY OF SAN BERNARDINO, CALIFORNIA  
AND  
SANDRA H. CHEN

The July 1, 2018 contract for employment of Sandra H. Chen, Associate Superintendent, Business Services, shall be amended as set forth below:

Item 1 – Offer

The term of the contract shall be from July 1, 2021, through June 30, 2025. This contract may be extended annually, subject to the terms and conditions hereinafter set forth below, and subject to the Associate Superintendent receiving a satisfactory job performance evaluation on or before March 1st of each calendar year by the Superintendent.

Item 2 – Salary

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.

All other provisions of the contract for employment shall remain unchanged.

SIGNATURE OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT

County of San Bernardino, California

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

\_\_\_\_\_  
Christina Gagnier, Vice-President Date

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

\_\_\_\_\_  
Andrew Cruz, Member Date

\_\_\_\_\_  
James Na, Member Date

SIGNATURE OF THE ASSOCIATE SUPERINTENDENT, BUSINESS SERVICES

\_\_\_\_\_  
Sandra H. Chen Date

ADDENDUM TO CONTRACT FOR EMPLOYMENT OF  
ASSOCIATE SUPERINTENDENT  
BETWEEN THE BOARD OF EDUCATION  
OF THE  
CHINO VALLEY UNIFIED SCHOOL DISTRICT  
COUNTY OF SAN BERNARDINO, CALIFORNIA  
AND  
GRACE PARK, ED.D.

The July 1, 2018 contract for employment of Grace Park, Ed.D., Associate Superintendent, Curriculum, Instruction, Innovation, and Support, shall be amended as set forth below:

Item 1 – Offer

The term of the contract shall be from July 1, 2021, through June 30, 2025. This contract may be extended annually, subject to the terms and conditions hereinafter set forth below, and subject to the Associate Superintendent receiving a satisfactory job performance evaluation on or before March 1st of each calendar year by the Superintendent.

Item 2 – Salary

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.

All other provisions of the contract for employment shall remain unchanged.

SIGNATURE OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT

County of San Bernardino, California

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

\_\_\_\_\_  
Christina Gagnier, Vice-President      Date

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

\_\_\_\_\_  
Andrew Cruz, Member                      Date

\_\_\_\_\_  
James Na, Member                              Date

SIGNATURE OF THE ASSOCIATE SUPERINTENDENT, CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT

\_\_\_\_\_  
Grace Park, Ed.D.                              Date

ADDENDUM TO CONTRACT FOR EMPLOYMENT OF  
 ASSISTANT SUPERINTENDENT  
 BETWEEN THE BOARD OF EDUCATION  
 OF THE  
 CHINO VALLEY UNIFIED SCHOOL DISTRICT  
 COUNTY OF SAN BERNARDINO, CALIFORNIA  
 AND  
 LEA FELLOWS

The July 1, 2018 contract for employment of Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation and Support, shall be amended as set forth below:

Item 1 – Offer

The term of the contract shall be from July 1, 2021, through June 30, 2025. This contract may be extended annually, subject to the terms and conditions hereinafter set forth below, and subject to the Assistant Superintendent receiving a satisfactory job performance evaluation on or before March 1st of each calendar year by the Superintendent.

Item 2 – Salary

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.

All other provisions of the contract for employment shall remain unchanged.

SIGNATURE OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT

County of San Bernardino, California

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

\_\_\_\_\_  
 Christina Gagnier, Vice-President Date

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

\_\_\_\_\_  
 Andrew Cruz, Member Date

\_\_\_\_\_  
 James Na, Member Date

SIGNATURE OF THE ASSISTANT SUPERINTENDENT, CURRICULUM, INSTRUCTION,  
 INNOVATION AND SUPPORT

\_\_\_\_\_  
 Lea Fellows Date

ADDENDUM TO CONTRACT FOR EMPLOYMENT OF  
ASSISTANT SUPERINTENDENT  
BETWEEN THE BOARD OF EDUCATION  
OF THE  
CHINO VALLEY UNIFIED SCHOOL DISTRICT  
COUNTY OF SAN BERNARDINO, CALIFORNIA  
AND  
RICHARD RIDEOUT

The August 17, 2018 contract for employment of Richard Rideout, Assistant Superintendent, Human Resources, shall be amended as set forth below:

Item 1 – Offer

The term of the contract shall be from July 1, 2021, through June 30, 2025. This contract may be extended annually, subject to the terms and conditions hereinafter set forth below, and subject to the Assistant Superintendent receiving a satisfactory job performance evaluation on or before March 1st of each calendar year by the Superintendent.

Item 2 – Salary

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.

All other provisions of the contract for employment shall remain unchanged.

SIGNATURE OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT

County of San Bernardino, California

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

\_\_\_\_\_  
Christina Gagnier, Vice-President Date

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

\_\_\_\_\_  
Andrew Cruz, Member Date

\_\_\_\_\_  
James Na, Member Date

SIGNATURE OF THE ASSISTANT SUPERINTENDENT, HUMAN RESOURCES

\_\_\_\_\_  
Richard Rideout Date



ADDENDUM TO CONTRACT FOR EMPLOYMENT OF  
 ASSISTANT SUPERINTENDENT  
 BETWEEN THE BOARD OF EDUCATION  
 OF THE  
 CHINO VALLEY UNIFIED SCHOOL DISTRICT  
 COUNTY OF SAN BERNARDINO, CALIFORNIA  
 AND  
 GREGORY J. STACHURA

The July 1, 2018 contract for employment of Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations, shall be amended as set forth below:

Item 1 – Offer

The term of the contract shall be from July 1, 2021, through June 30, 2025. This contract may be extended annually, subject to the terms and conditions hereinafter set forth below, and subject to the Assistant Superintendent receiving a satisfactory job performance evaluation on or before March 1st of each calendar year by the Superintendent.

Item 2 – Salary

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.

All other provisions of the contract for employment shall remain unchanged.

SIGNATURE OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT

County of San Bernardino, California

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

\_\_\_\_\_  
 Christina Gagnier, Vice-President    Date

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

\_\_\_\_\_  
 Andrew Cruz, Member    Date

\_\_\_\_\_  
 James Na, Member    Date

SIGNATURE OF THE ASSISTANT SUPERINTENDENT, FACILITIES, PLANNING, AND OPERATIONS

\_\_\_\_\_  
 Gregory J. Stachura    Date

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**Certificated and Classified Cabinet Salary Schedule**  
 2021/2022 Effective July 1, 2021 Includes 1.47% Increase

<b>RANGE</b>	<b>POSITION</b>	<b>DAYS</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>
9	Associate Superintendent Business Services Curriculum, Instruction, Innovation & Support	226	189,424	197,001	204,881	213,076
12	Assistant Superintendent Facilities and Planning Curriculum, Instruction, Innovation & Support Human Resources	226	161,923	168,398	175,135	182,139

<b>Longevity Certificated Management</b>	
15 Years of Service	\$ 1,701
20 Years of Service	\$ 3,402
25 Years of Service	\$ 5,105
30 Years of Service	\$ 6,808

BOARD APPROVED:

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**REGULAR MEETING OF THE BOARD OF EDUCATION**  
June 3, 2021

**MINUTES**

<b>I. OPENING BUSINESS</b>
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**I.A. CALL TO ORDER – 4:30 P.M.**

1. Roll Call

President Schaffer called to order the regular meeting of the Board of Education, Thursday, June 3, 2021, at 4:30 p.m. with Bridge, Cruz, Gagnier, Na, and Schaffer present.

Administrative Personnel

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

2. Public Comment on Closed Session Items

None.

3. Closed Session

President Schaffer adjourned to closed session at 4:30 p.m. regarding conference with legal counsel anticipated litigation (two possible cases); conference with labor negotiators: A.C.T. and CSEA; public employee discipline/dismissal/release; public employee appointment: elementary school principal; elementary school assistant principals; junior high school assistant principals; high school assistant principals; 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 4:30 p.m. to 5:47 p.m. regarding conference with legal counsel anticipated litigation (two possible cases); conference with labor negotiators: A.C.T. and CSEA; public employee discipline/dismissal/

release; public employee appointment: elementary school principal; elementary school assistant principals; junior high school assistant principals; high school assistant principals; and public employee performance evaluation: Superintendent. The Board took the following actions: By a unanimous vote of 5-0 with Bridge, Cruz, Gagnier, Na, and Schaffer voting yes, appointed the following: Kitt Madkin as assistant principal of Newman ES effective July 19, 2021; Jami DeVoe as assistant principal of Glenmeade ES effective July 19, 2021; Tina Herrera as assistant principal of Oak Ridge ES effective July 19, 2021; Lisa Conetta-Lee as assistant principal of Rolling Ridge ES effective July 19, 2021; Michelle Bonnema as assistant principal of Townsend JHS effective July 19, 2021; and Olivier Wong Ah Sun as assistant principal of Don Lugo HS effective July 19, 2021. No further action was taken that required public disclosure.

2. Pledge of Allegiance  
Led by Board member Andrew Cruz.

**I.C. PRESENTATION**

1. Preserve II School Update  
Terry Tao, The Tao Firm, presented the timeline associated with the District's efforts to build a second school in the Preserve, including: school development and construction process; timeline of work performed; estimated timeline of remaining work; acquisition of site for the new school; and the next steps.

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

Barbara Bearden, CHAMP President, recognized CHAMP scholarship recipients.

Danny Hernandez, CSEA President, recognized graduating seniors and elementary and junior high school promotion efforts; highlighted District departments including the Purchasing Department, warehouse staff, and payroll staff for their efforts during the past school year; and thanked Dr. Enfield and Cabinet for the work done this past year.

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

The following individuals addressed the Board: Student Ezequiel Zuniga, accompanied by mother Nicole regarding how mask wearing has negatively affected him; Darice DeGuzman regarding the ELO grant and Preserve II school; Sonja Shaw regarding opposing the mask wearing mandate, Critical Race Theory curriculum, and additional 30 minutes to student day; Brandon Gomez regarding opposing Critical Race Theory curriculum; Bernadette Mendez regarding lack of stakeholder input for additional 30 minutes to school day; Charles Chamorro regarding building the Preserve II

school; Marisa Lipan regarding COVID-19 relief funding spending plans and bell schedules; Lorraine Harris regarding parent association advocacy for students; Daniela Bland regarding opposing Critical Race Theory curriculum; and Barry Goodman regarding the Preserve school.

**I.F. CHANGES AND DELETIONS**

None.

<b>II. ACTION</b>
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**II.A. ADMINISTRATION**

**II.A.1. Request for Determination to Put Item on Agenda**

Kristen Kim, Kristal Barret, and Maris Lipan addressed the Board on this item. Moved (Na) seconded (Cruz) motion failed (2-3, Bridge, Gagnier, and Schaffer voted no) to approve 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 as it was deemed not under the subject matter jurisdiction of the Board of Education.

**II.B. BUSINESS SERVICES**

**II.B.1. Public Hearing Regarding the 2021/2022 Budget**

President Schaffer opened the public hearing regarding the 2021/2022 budget at 7:57 p.m. There were no speakers, and the hearing was closed at 7:58 p.m.

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

**II.C.1. Public Hearing Regarding the Local Control and Accountability Plan**

President Schaffer opened the public hearing regarding the Local Control and Accountability Plan at 7:58 p.m. There were no speakers, and the hearing was closed at 7:58 p.m.

**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**

Caroline Cook and Jennica Krause addressed the Board on this item. Moved (Gagnier) seconded (Na) carried unanimously (5-0) to adopt Resolution 2020/2021-38, Addendum to the Certified EIR for the proposed Preserve School #2 Project; adopted a mitigation monitoring and reporting plan and written findings pursuant to CEQA and the Education Code; approved the Proposed Project, subject to the acquisition of the Site; and delegated authority to staff to execute a Notice of Determination for the Preserve School #2 project.

Mrs. Gagnier left the meeting at 8:08 p.m.

<b>III. CONSENT</b>
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Moved (Na) seconded (Cruz) motion carried (4-0-1, Gagnier was absent).

**III.A. ADMINISTRATION**

**III.A.1. Minutes of the May 20, 2021 Regular Meeting**  
Approved the minutes of the May 20, 2021 regular meeting.

**III.B. BUSINESS SERVICES**

**III.B.1. Warrant Register**  
Approved/ratified 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**  
Approved/ratified the 2021/2022 applications to operate fundraising and other activities for the benefit of students.

**III.B.3. Fundraising Activities**  
Approved/ratified the fundraising activities.

**III.B.4. Donations**  
Accepted the donations.

**III.B.5. Legal Services**  
Approved payment for legal services to the law 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**  
Approved 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**  
Approved 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**  
Adopted 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**  
Approved/ratified the purchase order register, provided under separate cover.

**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. Bid 20-21-09F, Chino HS Reconstruction—Offsite Improvements**  
Awarded 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**  
Awarded 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**  
Approved 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**  
Approved/ratified the certificated/classified personnel items.

**III.E.2. Rejection of Claim**  
Rejected the claim and referred it to the District’s insurance adjuster.

**IV. INFORMATION****IV.D. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT****IV.D.1. New Course: Computer Science Essentials**

Received for information the new course Computer Science Essentials.

**V. COMMUNICATIONS****BOARD MEMBERS AND SUPERINTENDENT**

Andrew Cruz said he would like to move quickly on the Preserve school II construction; spoke about comments made regarding Critical Race Theory; read an excerpt from a book written on race; and said good is going to win in the end.

James Na thanked all speakers who came and spoke to the Board; shared his opinion on Critical Race Theory; said kids need to learn about being proud to be American; said he would like a community committee/task force for important District issues; asked that the District look into forming a grant committee involving parents, and look at other districts' models; said the Chino Hills HS bingo committee is willing to reunite their fundraising activities when such activities are allowed on school sites; thanked Cabinet members, directors, District personnel, teachers, and CSEA unit members for doing an awesome job; and implored that parents are listened to when they have concerns.

Don Bridge spoke about the first Preserve school and the economic financial difficulties during that time; congratulated high school graduates and acknowledged promotions that took place; spoke about student athletes still participating in CIF playoffs; extended well wishes for the summer; and spoke about being a former government teacher and how he prided himself on encouraging students to vote.

Superintendent Enfield made no comments.

President Schaffer congratulated graduates and said he is sorry that the Board was not able to participate in person; and wished the best to all sports teams participating in CIF playoffs.



**VI. ADJOURNMENT**

President Schaffer adjourned the regular meeting of the Board of Education at 8:25 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 17, 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**

\$3,673,560.93 to all District funding sources.

NE:SHC:LP:lf

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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Humility • Civility • Service

**DATE:** June 17, 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 17, 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>
Cattle ES	PFA
Briggs K-8	PFA
Townsend	PTSA
Ayala HS	Band & Color Guard Boosters
Ayala HS	Boys' Water Polo Boosters
Ayala HS	Girls' Golf Boosters
Ayala HS	Girls' Water Polo Boosters
Ayala HS	Summer Camp Boosters
Chino HS	Cowboys Huddle Boosters
Don Lugo HS	Band Boosters
Don Lugo HS	Grad Night 2022
Don Lugo HS	Performing Arts Booster
Don Lugo HS	Sports Boosters

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** June 17, 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 17, 2021**

<b><u>SITE/DEPARTMENT</u></b>	<b><u>ACTIVITY/DESCRIPTION</u></b>	<b><u>DATE</u></b>
<b><u>Ayala HS</u></b>		
Band and Color Guard Boosters	Rubio's Dine Out	6/30/21
Boys' Water Polo Boosters	Pool Snack Bar	6/18/21 - 6/30/21
<b><u>Chino HS</u></b>		
Cowboys Huddle Boosters	Fireworks Booth	7/1/21 - 7/4/21
Pep Squad Boosters	Fireworks Booth	7/2/21 - 7/4/21
<b><u>Chino Hills HS</u></b>		
Dance Boosters	Snap Raise! Online Sales	6/18/21 - 12/12/21
<b><u>Don Lugo HS</u></b>		
Band Boosters	Fireworks Booth	6/30/21 - 7/4/21
Performing Arts Boosters	Fireworks Booth	6/30/21 - 7/4/21
Sports Boosters	Fireworks Booth	7/1/21 - 7/4/21
Sports Boosters	Swim Camp	6/28/21 - 7/15/21
Band Boosters	City Concerts Snow Cone Sales	7/9/21 - 8/13/21

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** June 17, 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 17, 2021**

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<b><u>HOPE Program/Care Closet</u></b>		
Richard & Rhonda Fellows	Cash	\$500.00
<b><u>Cattle ES</u></b>		
PFA	Cash	\$97.00
<b><u>Country Springs ES</u></b>		
PFA	Cash	\$27,394.00
<b><u>Briggs K-8</u></b>		
The Blackbaud Giving Fund	Cash	\$100.00
<b><u>Canyon Hills JHS</u></b>		
Bright Funds	Cash	\$50.00
<b><u>Don Luqo HS</u></b>		
Janet Rosecrans-Garcia	Cash	\$1,000.00
Mark & Teresa McGrath	Cash	\$2,000.00
Watson Land Company	Cash	\$2,500.00



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

**DATE:** June 17, 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		-	\$130,171.88
Margaret A. Chidester & Associates	April	\$6,909.50	\$152,907.00
The Tao Firm		-	\$ 29,951.25
Fagen, Friedman & Fulfroost	April	\$1,708.00	\$ 1,708.00
	<b>Total</b>	<b>\$8,617.50</b>	<b>\$314,738.13</b>

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 offices of Margaret A. Chidester & Associates; and Fagen, Friedman & Fulfroost.

**FISCAL IMPACT**

\$8,617.50 to the General Fund.

NE:SHC:LP:lf

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** June 17, 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: RESOLUTION 2020/2021-45 USE OF 2021/2022 EDUCATION PROTECTION ACCOUNT FUNDS**

=====

**BACKGROUND**

Proposition 30 and Proposition 55 were approved by the voters in California on November 6, 2012, and November 8, 2016, respectively. Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012, through December 31, 2017. Proposition 55 added Article XIII, Section 36(e) to the California Constitution commencing on January 1, 2018.

Article XIII, Section 36(e) created in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f). Before June 30 of each year, the Superintendent or designee shall estimate the total amount of revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer in the Education Protection Account during the next fiscal year.

In accordance with Article XIII, Section 36, a public meeting must be held on how the Education Protection Account money will be spent. In compliance with Article XIII, Section 36(e) monies received from the Education Protection Account will be spent as identified in the attachment.

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

**RECOMMENDATION**

It is recommended the Board of Education adopt Resolution 2020/2021-45 Use of 2021/2022 Education Protection Account Funds.

**FISCAL IMPACT**

Education Protection Account Funds will be restricted to instruction purpose only.

2021-22  
 Education Protection Account  
 Program by Resource Report  
 Expenditures by Function - Detail

**Expenditures through: June 30, 2022**  
**For Fund 01, Resource 1400 Education Protection Account**

Description	Object Codes	Amount
<b>AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	52,505,691.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
<b>TOTAL AVAILABLE</b>		<b>52,505,691.00</b>
<b>EXPENDITURES AND OTHER FINANCING USES</b>		
<b>(Objects 1000-7999)</b>		
Instruction	1000-1999	52,505,691.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
<b>TOTAL EXPENDITURES AND OTHER FINANCING USES</b>		<b>52,505,691.00</b>
<b>BALANCE (Total Available minus Total Expenditures and Other Financing Uses)</b>		<b>0.00</b>

**Chino Valley Unified School District**  
**Resolution 2020/2021-45**  
**Use of 2021/2022 Education Protection Account Funds**

**WHEREAS**, the voters approved Proposition 30 on November 6, 2012, and Proposition 55 on November 8, 2016;

**WHEREAS**, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012, (sun setting 12/31/17) and Proposition 55 Article XIII, Section 36(e) to the California Constitution effective November 8, 2016, (commencing 1/1/18);

**WHEREAS**, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

**WHEREAS**, before June 30<sup>th</sup> of each year, the Superintendent or designee shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

**WHEREAS**, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

**WHEREAS**, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

**WHEREAS**, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

**WHEREAS**, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

**WHEREAS**, the Board of Education shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

**WHEREAS**, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

**WHEREAS**, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

**WHEREAS**, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution; and

**WHEREAS**, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

**NOW, THEREFORE, BE IT RESOLVED:**

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the Chino Valley Unified School District Board of Education.

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the Chino Valley Unified School District Board of Education has determined to spend the monies received from the Education Protection Act as attached.

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 17<sup>th</sup> day of June 2021 at Chino, California.

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 17, 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: RESOLUTION 2020/2021-46 TRANSFERS OF APPROPRIATIONS  
FOR 2021/2022**

=====

**BACKGROUND**

Pursuant to Education Code 42600 through 42602, school districts are required to approve a resolution for budget transfers and adjustments and file it with the San Bernardino County Superintendent of Schools each year.

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

**RECOMMENDATION**

It is recommended the Board of Education adopt Resolution 2020/2021-46 Transfers of Appropriations for 2021/2022.

**FISCAL IMPACT**

None.

NE:SHC:LP:lf

**Chino Valley Unified School District  
Resolution 2020/2021-46  
Transfers of Appropriations for 2021/2022**

**WHEREAS**, the Board of Education of the Chino Valley Unified School District has determined that during the fiscal year budget revisions become necessary to bring the budgeted revenues and expenditures in balance with actual receipts and expenses;

**WHEREAS**, by making these appropriation adjustments to actuals, the District will reflect a more realistic picture of actual spending patterns of funds; and

**WHEREAS**, the Board of Education of the Chino Valley Unified School District has determined that additional income is assured in excess of the amounts previously budgeted and the timely posting of adjustments will keep each account up to date with accurate uncommitted balances.

**NOW, THEREFORE, BE IT RESOLVED** pursuant to Education Code Sections 42600 through 42602, the Chino Valley Unified School District may appropriate any such funds, identify and make such transfers as needed throughout the 2021/2022 fiscal year.

**BE IT FURTHER RESOLVED** the Board of Education of the Chino Valley Unified School District authorizes staff to process the necessary transfers of appropriation to revise budget amounts during the course of the fiscal year to allow appropriation of excess funds, transfers between designated and/or un-appropriated fund balances and any expenditure classifications, or balance any expenditure classification of the budget.

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 17<sup>th</sup> day of June 2021 at Chino, California.

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 17, 2021

**TO:** Members, Board of Education

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

**PREPARED BY:** Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support

**SUBJECT: SCHOOL-SPONSORED TRIPS**

=====

**BACKGROUND**

The Board of Education recognizes that school-sponsored trips are an important component of a student’s development and supplement and enrich the classroom learning experience. School-sponsored trips may be conducted in connection with the District’s course of study or school related social, educational, cultural, athletic, school band activities, or other extracurricular or cocurricular activities. Resources will be identified and established at the school site to assist economically disadvantaged students in obtaining funding for field trips and, in some cases, student travel. School sponsored trips that require overnight stay or are in excess of 250 miles (one way) require board approval.

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

**RECOMMENDATION**

It is recommended the Board of Education approve/ratify the following school-sponsored trips for:

<b>School-Sponsored Trips</b>	<b>Date</b>	<b>Fiscal Impact</b>
Site: Chino HS Event: Summer Camp - Cross Country Place: Big Bear Lake, CA Chaperone: 20 students/8 chaperones	July 29-August 2, 2021	Cost: \$200.00 per student Funding Source: Parents and fundraising
Site: Chino HS Event: Summer Camp - Tennis Place: Big Bear Lake, CA Chaperone: 17 students/3 chaperones	July 29-August 2, 2021	Cost: \$200.00 per student Funding Source: Parents



Site: Chino HS Event: Summer Camp - Volleyball Place: Big Bear Lake, CA Chaperone: 16 students/2 chaperones	July 29-August 2, 2021	Cost: \$100.00 per student Funding Source: Parents
--	------------------------	---

**FISCAL IMPACT**

None.

NE:LF:rtr

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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Humility • Civility • Service

**DATE:** June 17, 2021

**TO:** Members, Board of Education

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

**PREPARED BY:** Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support  
Sherri Johnson, Psy.D., Director, Health Services/Child Development

**SUBJECT: LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES  
CSPP-1420 AND THE ADOPTION OF RESOLUTION 2020/2021-42**

=====

**BACKGROUND**

The Local Agreement for Child Development Services represents the annual contract with the California Department of Education to provide state-subsidized general child care to low income families in the Chino Valley Unified School District. These services have been provided in the Chino Valley Unified School District since 1969.

The program award CSPP-1420 will provide funding for the California state preschool program. This program is located at the Chino Children’s Center.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Local Agreement for Child Development Services CSPP-1420 and the adoption of Resolution 2020/2021-42.

**FISCAL IMPACT**

\$307,774.00 for local agreement CSPP-1420.

NE:LF:SJ:rtr

Chino Valley Unified School District  
**RESOLUTION 2020/2021-42**

This resolution must be adopted in order to certify the approval of the Board of Education of the Chino Valley Unified School District to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the personnel designated herein to sign contract documents for fiscal year 2021/2022.

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**RESOLUTION**

BE IT RESOLVED that the Board of Education of Chino Valley Unified School District authorizes approval of the amendment for the local agreement number CSPP-1420 for fiscal year 2021/2022 and that the person(s) who are listed below are authorized to sign the transaction for the Board of Education.

<b>NAME</b>	<b>TITLE</b>	<b>SIGNATURE</b>
Norm Enfield, Ed.D.	Superintendent	_____
Lea Fellows	Assistant Superintendent	_____

PASSED AND ADOPTED this 17<sup>th</sup> day of June 2021 by the Board of Education of Chino Valley Unified School District of San Bernardino County, California.

I, Donald L. Bridge, Clerk of the Board of Education of Chino Valley Unified School District, of San Bernardino County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

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

\_\_\_\_\_  
Date



LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2021

CONTRACT NUMBER: CSPP-1420

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 36-6767-00-1

STATE AGENCY: CALIFORNIA DEPARTMENT OF EDUCATION

CONTRACTOR'S NAME: CHINO VALLEY UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC04/2017)\*; the CALIFORNIA STATE PRESCHOOL PROGRAM REQUIREMENTS\*; the FUNDING TERMS AND CONDITIONS (FT&C)\* and any subsequent changes to the FT&C\*, which are by this reference made a part of this Agreement. Where the GTC04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2021 through June 30, 2022. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$49.85 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$307,774.00. During the term of this contract, the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Minimum Days of Operation (MDO) Requirement 246 6,174.0

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Items shown with an Asterisk (\*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this contract shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. These documents can be viewed at http://www.cde.ca.gov/fg/aa/cd/ftc2021.asp.

Table with 2 columns: STATE OF CALIFORNIA and CONTRACTOR. Rows include: BY (AUTHORIZED SIGNATURE), PRINTED NAME OF PERSON SIGNING (Jaymi Brown, Contract Manager), and ADDRESS.

Table with 4 columns: AMOUNT ENCUMBERED BY THIS DOCUMENT (\$307,774), PROGRAM/CATEGORY (Child Development Programs), FUND TITLE (General), and Department of General Services use only. Includes sub-rows for optional use, item details, and object of expenditure.

Table with 2 columns: SIGNATURE OF ACCOUNTING OFFICER and DATE. Includes a certification statement and a page number (Page 140).

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 17, 2021

**TO:** Members, Board of Education

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

**PREPARED BY:** Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support  
Sherri Johnson, Psy.D., Director, Health Services/Child Development

**SUBJECT: LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES  
CCTR-1199 AND THE ADOPTION OF RESOLUTION 2020/2021-43**

=====

**BACKGROUND**

The Local Agreement for Child Development Services represents the annual contract with the California Department of Education to provide state-subsidized general child care to low income families in the Chino Valley Unified School District. These services have been provided in the Chino Valley Unified School District since 1969.

The program award CCTR-1199 will provide general child care and development services. These programs are located at the Buena Vista Infant/Toddler Center, Liberty Fun Club, and Newman Fun Club.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Local Agreement for Child Development Services CCTR-1199 and the adoption of Resolution 2020/2021-43.

**FISCAL IMPACT**

\$638,786.00 for local agreement CCTR-1199.

NE:LF:SJ:rtr

Chino Valley Unified School District  
**RESOLUTION 2020/2021-43**

This resolution must be adopted in order to certify the approval of the Board of Education of the Chino Valley Unified School District to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the personnel designated herein to sign contract documents for fiscal year 2021/2022.

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**RESOLUTION**

BE IT RESOLVED that the Board of Education of Chino Valley Unified School District authorizes approval of the amendment for the local agreement number CCTR-1199 for fiscal year 2021/2022 and that the person(s) who are listed below are authorized to sign the transaction for the Board of Education.

<b>NAME</b>	<b>TITLE</b>	<b>SIGNATURE</b>
<u>Norm Enfield, Ed.D.</u>	<u>Superintendent</u>	_____
<u>Lea Fellows</u>	<u>Assistant Superintendent</u>	_____

PASSED AND ADOPTED this 17<sup>th</sup> day of June 2021 by the Board of Education of Chino Valley Unified School District of San Bernardino County, California.

I, Donald L. Bridge, Clerk of the Board of Education of Chino Valley Unified School District, of San Bernardino County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

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

\_\_\_\_\_  
Date



LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2021

CONTRACT NUMBER: CCTR-1199

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 36-6767-00-1

STATE AGENCY: CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

CONTRACTOR'S NAME: CHINO VALLEY UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC04/2017)\*; the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS\*; the FUNDING TERMS AND CONDITIONS (FT&C)\*, which are by this reference made a part of this Agreement. Where the GTC04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2021 through June 30, 2022. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$49.54 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$638,786.00. During the term of this contract, the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Minimum Days of Operation (MDO) Requirement 246 12,894.0

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Items shown with an Asterisk (\*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this contract shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. These documents can be viewed at https://www.cdss.ca.gov/inforesources/cdss-programs/calworks-child-care/child-care-transition.

Table with columns for STATE OF CALIFORNIA and CONTRACTOR, including fields for signature, title, amount, program category, and fund title.

CONTRACTOR'S NAME: CHINO VALLEY UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CCTR-1199

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 138,712	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-6767	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 138,712	ITEM 30.10.020.001 5180-101-0890	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 63,765	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-6767	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 63,765	ITEM 30.10.020.001 5180-101-0890	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 436,309	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-6767			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 436,309	ITEM 30.10.020.001 5180-101-0001	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. June 17, 2021	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER Page 144	DATE	



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 17, 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**

=====

**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. This agenda item was presented to the Board on June 3, 2021, as information.

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.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the new course Computer Science Essentials.

**FISCAL IMPACT**

None.

## 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

# Chino Valley Unified School District

## 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>	

# Chino Valley Unified School District

## 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.

# Chino Valley Unified School District

## 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.

# Chino Valley Unified School District

## High School Course Description

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

# Chino Valley Unified School District

## High School Course Description

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).



# Chino Valley Unified School District

## High School Course Description

- 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,

# Chino Valley Unified School District

## High School Course Description

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

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 17, 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 CHINO VALLEY UNIFIED SCHOOL DISTRICT AND THE JOINT POWERS AUTHORITY FOR PARTICIPATION IN THE CAREER TECHNICAL EDUCATION INCENTIVE GRANT AND K12 STRONG WORKFORCE GRANT**

=====

**BACKGROUND**

On April 2, 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 (MOU) was established to assist multiple Local Educational Agencies in their regional area to provide a more comprehensive Career Technical Education program offering to more students. The MOU is comprised of the member districts, Chaffey Joint Union High School District, Chino Valley Unified School District, Claremont Unified School District, Upland Unified School District, and Baldy View Regional Occupational Program.

The MOU will give authority for the member districts to begin the application and grant writing process. The MOU will become effective upon Board approval of each of the participating districts and will extend through the duration of the Sate Career Technical Education Incentive Grant funding and K12 Strong Workforce Grant, or until revised or disbanded by the participating LEAs.

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 the Chino Valley Unified School District and the Joint Powers Authority for participation in the Career Technical Education Grant and the K12 Strong Workforce Grant.

## **FISCAL IMPACT**

An estimated increase as determined at the time of grant award notification.

NE:GP:JAR:lar

Memorandum of Understanding (MOU)  
 for a Joint Powers Authority OR a County Office of Education  
 for participation in the Career Technical Education Incentive Grant (CTEIG) and K12  
 Strong Workforce Program Grant (K12 SWP)

Check ONE:       Joint Powers Authority (JPA)       County Office of Education (COE)

Names of Participating Local Educational Agencies (LEAs):

Chaffey Joint Union High School District	Chino Valley Unified School District
Claremont Unified School District	Upland Unified School District
Baldy View Regional Occupational Program	

This MOU was established to assist multiple LEAs in their regional area to provide a more comprehensive Career Technical Education (CTE) program offering to more students. The MOU is comprised of the LEAs listed above. This agreement will become effective upon receipt of this document by the California Department of Education (CDE) and the California Community Colleges Chancellor's Office (CCCCO) with original signatures of the Superintendent or Authorized Designee from each of the participating LEAs and will extend through the duration of the state CTEIG and K12 SWP program, or until revised or disbanded by the participating LEAs.

For JPA's:

1. As the administrative agency for the JPA, Baldy View Regional Occupational Program will receive and administer the JPA's allocated funds, and submit the necessary plans, applications, and all fiscal claims to the California Department of Education (CDE) and the California Community Colleges Chancellor's Office (CCCCO). Each of the LEAs participating in the JPA will cooperate in the development of these documents and will provide timely responses to the JPA fiscal agent's request for information and data.
2. Each member of the JPA will allocate the Average Daily Attendance (ADA) of their students in their district that will participate in the JPA's CTE programs to determine funding for specific CTEIG and K12 SWP funding structures. The JPA will report only those students' ADA that the member has allocated for the purpose of determining the grant allocation award. Each member and fiscal agent will submit data on CTE students according to what they are claiming or allocating of ADA for the grant funding structure of ADA, as outlined in Education Code (EC) Section 53071(c)(10)(B)(i-v) and EC 88827.

Each member of the MOU and the JPA fiscal agent will sign all grant assurances and comply with all requirements as a grant recipient for the CTEIG funding, as outlined in EC Section 53071.

In accordance with the CTEIG program, EC Section 53070 (b) Of the amounts appropriated in paragraphs (1) through (3), inclusive, of subdivision (a), 4 percent is designated for applicants with average daily attendance of less than or equal to 140, 8 percent is designated for applicants with average daily attendance of more than 140 and less than or equal to 550, and 88 percent is designated for applicants with average daily attendance of more than 550. For purposes of this section, average daily attendance shall be those figures that are reported at the

time of the second principal apportionment for the previous fiscal year for pupils in grades 7 to 12, inclusive.

Each member of the MOU and the JPA fiscal agent will sign all grant assurances and comply with all requirements as a grant recipient for the K12 SWP funding, as outlined in EC Section Title 3, Division 7, Part 54.5 [88820-88833].

In accordance with the K12 SWP program, EC Section 88827 regional funding distribution is based on average attendance (a), 4 percent is designated for applicants with average daily attendance of less than or equal to 140, 8 percent is designated for applicants with average daily attendance of more than 140 and less than or equal to 550, and 88 percent is designated for applicants with average daily attendance of more than 550. For purposes of this section, average daily attendance shall be those figures that are reported at the time of the second principal apportionment for the previous fiscal year for pupils in grades 7 to 12, inclusive.

Applicable for both CTEIG and K12 SWP: for any applicant consisting of more than one school district, county office of education, charter school, or regional occupational center or program operated by a joint powers' authority, or of any combination of those entities, the sum of the average daily attendance for each of the constituent entities shall be used for purposes of this subdivision.

No funds will be redistributed to individual members of the JPA for purposes or programs that are not available to all members of the JPA.

Baldy View Regional Occupational Program may claim indirect costs incurred based on the approved state rate.

As evidenced by the accompanying Superintendent or Authorized Designee signatures, each of the JPA's participating LEAs agrees to the conditions set forth in this Memorandum of Understanding:

Chaffey Joint Union High School District		
LEA Name	Authorized Signature	Date
Chino Valley Unified School District		
LEA Name	Authorized Signature	Date
Claremont Unified School District		
LEA Name	Authorized Signature	Date
Upland Unified School District		
LEA Name	Authorized Signature	Date
Baldy View Regional Occupational Program		
LEA Name	Authorized Signature	Date

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 17, 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: AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2021/2022 APPLICATION FOR FUNDING FOR DON LUGO HS**

=====  
**BACKGROUND**

The purpose of the Agricultural Career Technical Educational Incentive Grant is to improve the quality of Agricultural Vocational Programs by upgrading agricultural equipment. Equipment is defined as “any non-salary” item of expenditure.

The grant amount applied for is in addition to any funds received through the 2021/2022 Carl D. Perkins Career and Technical Education Act. School districts participating in the incentive grant must certify that the funds will be used to supplement, not supplant, the district’s regular on-going expenditures for the Agricultural Career Technical Education Program. Districts are required to provide matching funds. Matching funds can come from several sources including but not limited to the general fund.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Agricultural Career Technical Education Incentive Grant 2021/2022 Application for funding for Don Lugo HS.

**FISCAL IMPACT**

\$22,344.00 to the General Fund.

NE:GP:JR:lar

# AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2021–22 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2021)

Don Lugo High School

School Site

Chino Valley Unified

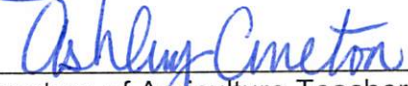
District

Please include the following items with your application:

- Eligibility Determination Sheet
- Variance Request Form (if applicable)
- Quality Criterion 12 Form (if applicable)
- Award Estimator and Budget Sheet
- List of Agriculture Teachers

Certification: I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.

  
Signature of Authorized Agent

  
Signature of Agriculture Teacher  
Responsible for the Program

Director, Secondary Curriculum  
Authorized Agent Title

  
Signature of Principal

Contact Phone Number: (951) 323-5120

Date of Local Agency Board Approval: \_\_\_\_\_



# AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2021–22 APPLICATION FOR FUNDING

California Department of Education  
(Due Date: To be received in Regional Supervisor's Office by June 30, 2021)

## Eligibility Determination Sheet

IN ORDER TO APPLY FOR FUNDING, YOU MUST MEET **ALL** THE QUALITY CRITERIA LISTED BELOW.

Please check each Quality Criteria you meet:

- 1. Curriculum and Instruction
- 2. Leadership and Citizenship Development
- 3. Practical Application of Occupational Skills
- 4. Qualified and Competent Personnel
- 5. Facilities, Equipment, and Materials
- 6. Community, Business, and Industry Involvement
- 7. Career Guidance
- 8. Program Promotion
- 9. Program Accountability and Planning

IF YOU CHECKED **ALL** THE REQUIRED QUALITY CRITERIA, PLEASE  
CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

---

If you **do not** meet one or more of the criteria listed above, you may submit a Variance Request Form for each unmet criterion.

A variance is a proposed plan to bring your program into compliance with all the quality criteria listed above, prior to the following year's application.

All variances must be approved with this application in order to be eligible for funding. Non-compliance with the terms of the approved variance will result in a loss of funds.

Will you be including a formal Variance Request Form for each unmet criterion?

Yes     No

IF YOU ARE REQUESTING ONE OR MORE VARIANCES, PLEASE COMPLETE A  
**VARIANCE REQUEST FORM** FOR EACH AND CONTINUE TO THE NEXT PAGE OF  
YOUR APPLICATION.

---

IF YOU DO NOT MEET **ALL** REQUIRED QUALITY CRITERIA LISTED ABOVE,  
**AND YOU ARE NOT SUBMITTING A VARIANCE REQUEST FORM**

**STOP**

YOU ARE NOT ELIGIBLE TO APPLY FOR FUNDING THROUGH THE AGRICULTURAL  
CAREER TECHNICAL EDUCATION INCENTIVE GRANT.

# AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2021-22 APPLICATION FOR FUNDING

California Department of Education  
(Due Date: To be received in Regional Supervisor's Office by June 30, 2021)

## AWARD ESTIMATOR

**DATES OF PROJECT DURATION: JULY 1, 2021 TO JUNE 30, 2022**

### Applicant Information (please fill in the underlined fields)

Number of different agriculture teachers at site 4  
 (Please attach a separate list of agriculture teachers' names):

Total number of students from the prior fiscal year R-2 Report: 168

Number of teachers meeting Criterion 10 (Class size - See instructions): 0

Number of teachers meeting Criterion 11a (Year round employment - See instructions): 4

Number of teachers meeting Criterion 11b (Project supervision period - See instructions): 4

Do you meet all criteria on the attached Quality Criterion 12 Form (Y/N)? N

### Award Calculations

Part 1: Based on your number of agriculture teachers at the site:  
 (Please attach a separate list of agriculture teachers' names): \$ 5,000.00

Part 2: Based on \$8.00 per member listed on the R-2 Report: \$ 1,344.00

Part 3a: Based on number of teachers meeting Criterion 10: \$ 0.00

Part 3b: Based on number of teachers meeting Criterion 11a: \$ 8,000.00

Part 3c: Based on number of teachers meeting Criterion 11b: \$ 8,000.00

Part 4: Based on meeting all criteria on the Quality Criterion 12 Form: \$ 0.00

**Total Estimated Award:** \$ 22,344.00

# AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2021–22 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2021)

## Budget Sheet

Incentive grant awards must be matched for each Account Number below (4000, 5000, and 6000). Account Number 4000 requires only the subtotal be matched, but Account Numbers 5000 and 6000 must be matched by line item. A waiver of matching must be approved for any instances where matching funds do not meet or exceed Incentive Grant funds.

**Amount left to Allocate:**                     \$ 0.00

**4000: Books & Supplies**

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Books & Supplies	\$ 11,844.00	\$ 11,844.00
Subtotal	N/A	\$ 11,844.00	\$ 11,844.00

**5000 Services and Operating Expenses, including services of consultants, staff travel, conferences, rentals, leases, repairs, and bus transportation**

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Conferences	\$ 3,000.00	\$ 3,000.00
2.	Transportation	\$ 2,000.00	\$ 2,000.00
3.	Repairs	\$ 500.00	\$ 500.00
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Subtotal	N/A	\$ 5,500.00	\$ 5,500.00

**6000 Capital Outlay, including sites, buildings, improvement of buildings, and equipment**

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Farm Equipment/Improvement	\$ 5,000.00	\$ 5,000.00
2.			
3.			
4.			
5.			
Subtotal	N/A	\$ 5,000.00	\$ 5,000.00

<b>Total Allocated Funds:</b>	<u>\$ 22,344.00</u>	<u>\$ 22,344.00</u>
-------------------------------	---------------------	---------------------

**Don Lugo High School**

**Agriculture Teachers**

**2020-2021**

**Ashley Cureton**

**Alyssa Berry**

**Mary Jane Ashley**

**Barbara Tuyen**

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 17, 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**

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**BACKGROUND**

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

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

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

\$1,066,680.26 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 17, 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**

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**BACKGROUND**

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

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

As indicated.

NE:GJS:AGH:pw

<b>BUSINESS SERVICES</b>	<b>FISCAL IMPACT</b>
<b>B-2122-002 Image One Corporation.</b> To provide annual software license renewal for RocketScan-Meal applications and web hosting. Submitted by: Nutrition Services Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$5,831.24 Funding source: Nutrition Services
<b>B-2122-003 Health-e Pro.</b> To provide annual software license renewal for Health-e meal planner administrative. Submitted by: Nutrition Services Duration of Agreement: July 1, 2021 - June 30, 2024	Contract amount: \$3,792.00 Funding source: Nutrition Services
<b>B-2122-004 Quadient, Inc.</b> To provide annual software license to enable the CIS scanning device to have full content control and security. Submitted by: Printing, Graphics, and Mail Services Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$6,333.00 Funding source: General Fund

<b>CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT</b>	<b>FISCAL IMPACT</b>
<b>CIIS-2122-039 Connections Education, LLC dba Pearson Online and Blended Learning K-12 USA.</b> To provide software licenses for online based curriculum. Submitted by: Alternative Education Center Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$40,792.50 Funding source: School Site Budget
<b>CIIS-2122-040 International Academy of Science.</b> To provide software licenses for online based curriculum. Submitted by: Alternative Education Center Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$35,000.00 Funding source: School Site Budget
<b>CIIS-2122-041 Multi-Health Systems, Inc.</b> To provide annual renewal to access online test materials, scoring, and reports for psychological tests. Submitted by: Special Education Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$20,000.00 Funding source: Special Education
<b>CIIS-2122-042 Society of Health and Physical Educators dba Shape America.</b> To provide annual renewal to access the online Adaptive Physical Education Assessment Scale testing materials and scoring. Submitted by: Special Education Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$500.00 Funding source: Special Education
<b>CIIS-2122-043 NCS Pearson, Inc.</b> To provide annual renewal to access the online Kaufman Test of Educational Achievement academic test materials, scoring, and scoring reports. Submitted by: Special Education Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$5,000.00 Funding source: Special Education
<b>CIIS-2122-044 Edumetrisis, LLC.</b> To provide annual renewal to access the Behavior Intervention Monitoring System for behavior specialists. Submitted by: Special Education Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$3,000.00 Funding source: Special Education
<b>CIIS-2122-045 GT Soft, Inc.</b> To provide annual renewal to access EZ Child Track childcare management software for collecting payments for students attending the four (4) Preschool Readiness Educational Partnership (PREP) preschools. Submitted by: Special Education Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$4,000.00 Funding source: Special Education

<b>CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT</b>	<b>FISCAL IMPACT</b>
<p><b>CIIS-2122-046 Pro-Ed, Inc.</b>            To provide annual renewal to access online scoring and report system for psychological test cognitive assessment system.            Submitted by: Special Education            Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: \$300.00            Funding source: Special Education</p>
<p><b>CIIS-2122-047 Thomaskelly Software Associates.</b>            To provide annual renewal to access web-based attendance tracking software.            Submitted by: Health Services            Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: \$5,800.00            Funding source: ASES Grant</p>
<p><b>CIIS-2122-048 Zoom Video Communications, Inc.</b>            To provide annual renewal to access video communication platform that is in compliance with the Health Insurance Portability and Accountability Act (HIPAA) and Family Educational Rights and Privacy Act (FERPA).            Submitted by: Health Services            Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: \$1,999.00            Funding source: Various</p>
<p><b>CIIS-2122-049 University of Oregon.</b>            To provide access to data tracking software to conduct socioemotional interventions for 15 sites.            Submitted by: Health Services            Duration of Agreement: July 1, 2021 - August 31, 2022</p>	<p>Contract amount: \$4,963.62            Funding source: LCAP</p>
<p><b>CIIS-2122-050 Fireplace dba Smore.</b>            To provide annual renewal to access electronic newsletter software.            Submitted by: Health Services            Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: \$1,199.00            Funding source: LCAP</p>
<p><b>CIIS-2122-051 Paradigm Healthcare Services, LLC.</b>            To provide renewal to access billing services for LEA and Medi-Cal Administrative Activities (MAA).            Submitted by: Health Services            Duration of Agreement: July 1, 2021 - June 30, 2026</p>	<p>Contract amount: Per rate sheet            Funding source: LEA</p>
<p><b>CIIS-2122-052 HopSkipDrive, Inc.</b>            To provide transportation services for homeless students and unaccompanied youth for the McKinney-Vento CARE program.            Submitted by: Health Services            Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: Per rate sheet            Funding source: Title I</p>
<p><b>CIIS-2122-053 Kids Kan, Inc.</b>            To provide staff development for the 2021/2022 school year.            Submitted by: Health Services            Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: \$3,500.00            Funding source: ASES Grant</p>
<p><b>CIIS-2122-054 Music Notes, LLC.</b>            To provide TUPE assembly and song writing session.            Submitted by: Health Services            Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: \$2,950.00            Funding source: TUPE Grant</p>
<p><b>CIIS-2122-055 Studentnest, Inc. dba Studentnest.com.</b>            To provide tutoring services for homeless students and unaccompanied youth for the McKinney-Vento CARE program.            Submitted by: Health Services            Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: \$50,000.00            Funding source: Title I</p>



<b>CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT</b>	<b>FISCAL IMPACT</b>
<p><b>CIIS-2122-056 Susanne B. Montgomery.</b>            To provide TUPE grant program evaluation services.            Submitted by: Health Services            Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: \$35,000.00            Funding source: TUPE Grant</p>
<p><b>CIIS-2122-057 Superintendent of Schools Contra Costa County Office of Education.</b>            To provide high school student training for sites who will be implementing TUPE activities.            Submitted by: Health Services            Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: \$3,500.00            Funding source: TUPE Grant</p>
<p><b>CIIS-2122-058 City of Chino.</b>            To provide annual renewal for contracted services for Model Smoking Prevention, Project Alert, Project Booster, Smokeless Saturday School, Smoking Cessation, and Tobacco Advocacy.            Submitted by: Health Services            Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: \$60,548.18            Funding source: TUPE Grant</p>
<p><b>CIIS-2122-059 City of Chino.</b>            To provide counseling services for homeless students and unaccompanied youth for the McKinney-Vento CARE program.            Submitted by: Health Services            Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: \$10,000.00            Funding source: Title I</p>
<p><b>CIIS-2122-060 City of Chino.</b>            To provide staffing for grant funded after school programs for the 2021/2022 school year.            Submitted by: Health Services            Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: \$744,378.90            Funding source: ASES Grant</p>
<p><b>CIIS-2122-061 City of Chino.</b>            To provide nurturing, parenting classes, and case management support for CVUSD students and families.            Submitted by: Health Services            Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: \$82,700.00            Funding source: First 5 SB Grant</p>
<p><b>CIIS-2122-062 City of Chino.</b>            To provide support services including case management and counseling for CVUSD students and families.            Submitted by: Health Services            Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: \$415,000.00            Funding source: LCAP</p>
<p><b>CIIS-2122-063 City of Chino.</b>            To provide case management support for CVUSD homeless students and families.            Submitted by: Health Services            Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: \$25,000.00            Funding source: Title I</p>
<p><b>CIIS-2122-064 City of Chino.</b>            To provide school-based counseling for elementary and high school students.            Submitted by: Health Services            Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: \$89,250.00            Funding source: LCAP</p>
<p><b>CIIS-2122-065 GT Soft, Inc.</b>            To provide annual renewal for EZ child track software to serve nine school sites.            Submitted by: Child Development            Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: \$7,875.00            Funding source: Fun Club</p>

<b>CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT</b>	<b>FISCAL IMPACT</b>
<b>CIIS-2122-066 Leading Edge Learning Center.</b> To provide in-home tutoring services for foster youth. Submitted by: Student Support Services Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$20,000.00  Funding source: LCAP
<b>CIIS-2122-067 Professional Tutors of America.</b> To provide in-home tutoring services for foster youth. Submitted by: Student Support Services Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$20,000.00  Funding source: LCAP
<b>CIIS-2122-068 SmartStar Solutions, LLC.</b> To provide in-home tutoring services for foster youth. Submitted by: Student Support Services Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$5,000.00  Funding source: LCAP
<b>CIIS-2122-069 Oxford Tutoring Center.</b> To provide in-home tutoring services for foster youth. Submitted by: Student Support Services Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$5,000.00  Funding source: LCAP
<b>CIIS-2122-070 Gomez &amp; Associates, Inc.</b> To provide interpreter and translation services. Submitted by: Student Support Services Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: Per rate sheet  Funding source: Various

<b>FACILITIES, PLANNING, AND OPERATIONS</b>	<b>FISCAL IMPACT</b>
<b>F-2122-015 Tao Rossini APC.</b> To provide legal services. Submitted by: Facilities, Planning, and Operations Duration of Agreement: July 1, 2021 - June 30, 2024	Contract amount: Per rate sheet  Funding source: Various
<b>F-2122-016 Inland Empire Fire and Safety Enterprise.</b> To provide District wide inspection and repair to fire sprinkler system. 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-2122-017 Humberto Lopez.</b> To provide staff training on safety and compliance procedures including Healthy Schools Act. 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-2122-018 Time &amp; Alarm Systems.</b> To provide software and support for District wide keyless access systems. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$3,730.00  Funding source: General Fund
<b>F-2122-019 Time &amp; Alarm Systems.</b> To provide software and support for District wide security alarm systems. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: July 1, 2021 - December 31, 2022	Contract amount: \$1,200.00  Funding source: General Fund

<b>SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS</b>	<b>FISCAL IMPACT</b>
<b>SBC-2122-001 San Bernardino County - Children and Family Services.</b> To provide Cooperative Agreement for access to foster youth education records through the Foster Focus web-based system. Submitted by: Student Support Services Duration of Agreement: July 1, 2021 - June 30, 2026	Contract amount: None  Funding source: None

SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS	FISCAL IMPACT
<p><b>SBCSS 21/22-0040 San Bernardino County Superintendent of Schools Medi-Cal Administrative Activities.</b>            To provide school based Medi-Cal Administrative Activities (SMAA) program coordination.            Submitted by: Health Services            Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: \$27,714.00             Funding source: LEA Grant</p>
<p><b>SBCSS 21/22-0085 San Bernardino County Superintendent of Schools Transportation.</b>            To provide transportation for District students served by County Transportation.            Submitted by: Business Services            Duration of Agreement: June 14, 2021 - June 30, 2022</p>	<p>Projected amount: \$1,052,174.11             Funding source: General Fund</p>
<p><b>SBCSS 21/22-0094 San Bernardino County Superintendent of Schools.</b>            To provide Medical Leaders of Tomorrow summer program at the University of California Riverside School of Medicine.            Submitted by: Secondary Curriculum            Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: \$2,800.00             Funding source: LCAP</p>

MASTER CONTRACTS	FISCAL IMPACT
<p><b>MC-2021-073 Kassirer Entertainment Company dba Kassirer Sports.</b>            To provide enrichment programs.            Submitted by: Country Springs ES            Duration of Agreement: June 1, 2021 - June 30, 2024</p>	<p>Contract amount: Per invoice             Funding source: Various</p>
<p><b>MC-2021-074 Youth League Tennis.</b>            To provide enrichment programs.            Submitted by: Country Springs ES            Duration of Agreement: June 1, 2021 - June 30, 2024</p>	<p>Contract amount: Per invoice             Funding source: Various</p>
<p><b>MC-2122-002 KAMS Foundation, Inc.</b>            To provide enrichment programs.            Submitted by: Cal Aero K-8            Duration of Agreement: July 1, 2021 - June 30, 2024</p>	<p>Contract amount: Per invoice             Funding source: Various</p>
<p><b>MC-2122-003 Gimkit, Inc.</b>            To provide annual subscription to Gimkit software.            Submitted by: Briggs K-8            Duration of Agreement: June 1, 2021 - June 30, 2024</p>	<p>Contract amount: Per invoice             Funding source: Various</p>
<p><b>MC-2122-004 A&amp;I Reprographics.</b>            To provide full service large and small format scanning and bid document administration.            Submitted by: Maintenance, Operations, and Construction            Duration of Agreement: June 1, 2021 - June 30, 2024</p>	<p>Contract amount: Per rate sheet             Funding source: Various</p>

APPROVED CONTRACTS TO BE AMENDED	AMENDMENT
<p><b>CIIS-2021-063 Pediatric Therapy Services, LLC dba The Stepping Stones Group.</b>            To provide speech/language pathology, board certified behavior analyst, psychologists, LVN/school nurse, translation services, and instructional aides.            Submitted by: Special Education/Health Services            Duration of Agreement: July 1, 2020 - June 30, 2021            Original Agreement Board Approved: July 16, 2020</p>	<p>Contract amount: \$407,000.00             Duration of agreement: extend contract through July 30, 2021, to cover for additional Licensed Vocational Nurse and Registered Nurse services             Funding source: Various</p>

APPROVED CONTRACTS TO BE AMENDED	AMENDMENT
<p><b>F-1819-039 John R. Byerly.</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</p> <p>Duration of agreement: extend contract through June 30, 2024, for master contract for geotechnical services</p> <p>Funding source: Various</p>
<p><b>HR-2021-010 All City Management Services, Inc.</b>            To provide crossing guard services - Chino Consortium.            Submitted by: Human Resources            Duration of Agreement: July 1, 2020 - June 30, 2021            Original Agreement Board Approved: August 20, 2020</p>	<p>Contract amount: increase summer school cost from \$3,891.96 to \$24,785.64 to cover for additional hours</p> <p>Duration of agreement: extend contract through July 30, 2021, to cover for summer enrichment and extended year programs</p> <p>Funding source: General Fund</p>
<p><b>HR-2021-021 HealthySpace, LLC.</b>            To provide COVID-19 testing for student athletes.            Submitted by: Risk Management            Duration of Agreement: March 8, 2021 - June 30, 2021            Original Agreement Board Approved: March 18, 2021</p>	<p>Contract amount: change amount to per rate sheet for COVID-19 testing for student athletes</p> <p>Funding source: Change to General Fund 01</p>

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 17, 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**

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**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 17, 2021

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer	Dell	41697	Adult School
Computer	Dell	32478	Adult School
Computer	Dell	71K9DZ1	Adult School
Computer	Dell	27292	Adult School
Computer	Dell	27291	Adult School
Computer	Dell	24124	Adult School
Computer	Dell		Adult School
Document Camera	Aver	4010215100346	Adult School
Document Camera	Aver	4010217010389	Adult School
Document Camera	Aver	401021510069613710	Adult School
Keyboards (2)	Dell		Adult School
Keyboard	Microsoft		Adult School
Printer	HP	13710	Adult School
Monitor	Dell		Adult School
TV	Magnavox	31809	Adult School
Task/Office Chairs (2)			Curriculum
Metro Warmer	METC539HLD	40391	Nutrition Services
Metro Warmer	METC539HLD	41599	Nutrition Services
Metro Warmer	METC539HLD	40728	Nutrition Services
Metro Warmer	METC539HLD	40723	Nutrition Services
Metro Warmer	METC539HLD	48702	Nutrition Services
Metro Warmer	METC539HLD	40727	Nutrition Services
Metro Warmer	METC539HLD	40736	Nutrition Services
Metro Warmer	METC539HLD	48701	Nutrition Services
Metro Warmer	METC539HLD	41794	Nutrition Services
Metro Warmer	METC539HLD	44775	Nutrition Services
Metro Warmer	METC539HLD	44774	Nutrition Services
Metro Warmer	METC539HLD	37813	Nutrition Services
Stove	Wolfe	04994	Nutrition Services
Freezer	Traulsen	T939030E00	Nutrition Services
Oven	Montague	04995	Nutrition Services
Obsolete Bus Parts/Pallet	International/Thomas Bus		Transportation
Computer	Dell	48281	Rhodes ES
Computer	Dell	48274	Rhodes ES
Computer	Dell	48236	Rhodes ES
Computer	Dell	48271	Rhodes ES
Computer	Dell	48268	Rhodes ES
Computer	Dell	48269	Rhodes ES
Computer	Dell	48277	Rhodes ES

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer	Dell	48258	Rhodes ES
Monitor	Dell		Rhodes ES
Computer	Dell	39215	Rhodes ES
Computer	Dell	39213	Rhodes ES
Keyboard	Dell	CN05P02F-71581	Rhodes ES
Keyboard	Dell	CN-05P02F-71581	Rhodes ES
Keyboard	HP	HPBDMGH0CCP8PFM4	Rhodes ES
Keyboard	HP	BDMGH0CCP8PAXH	Rhodes ES
Keyboard	HP	DBMGH0CCP8P9VX	Rhodes ES
Keyboard	HP	BDMGH0CCP8PFLY	Rhodes ES
Keyboard	HP	BDMGH0CCP8PAX3	Rhodes ES
Keyboard	HP	BDGH0CCP8PEM8	Rhodes ES
Keyboard	HP	BDMGH0CCP8FKF	Rhodes ES
Keyboard	HP	BDMGH0CCP8PFKG	Rhodes ES
Keyboard	Dell	U011	Rhodes ES
Hardware		QS542FB001617	Rhodes ES
Laptop	Dell	55518	Rhodes ES
Laptop	Dell	55536	Rhodes ES
Laptop	Dell	55512	Rhodes ES
Laptop	Dell	55531	Rhodes ES
Laptop	Dell	55533	Rhodes ES
Laptop	Dell	55523	Rhodes ES
Laptop	Dell	55524	Rhodes ES
Laptop	Dell	55499	Rhodes ES
Laptop	Dell	55529	Rhodes ES
Laptop	Dell	55527	Rhodes ES
Laptop	Dell	55507	Rhodes ES
Laptop	Dell	55537	Rhodes ES
Laptop	Dell	55515	Rhodes ES
Laptop	Dell	55535	Rhodes ES
Laptop	Dell	51858	Rhodes ES
Laptop	Dell	55502	Rhodes ES
Laptop	Dell	55528	Rhodes ES
Laptop	Dell	55511	Rhodes ES
Laptop	Dell	55518	Rhodes ES
Laptop	Dell	55536	Rhodes ES
Laptop	Dell	55512	Rhodes ES
Laptop	Dell	55531	Rhodes ES
Laptop	Dell	55533	Rhodes ES
Laptop	Dell	55523	Rhodes ES
Laptop	Dell	55524	Rhodes ES
Laptop	Dell	51862	Rhodes ES

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Laptop	Dell	51854	Rhodes ES
Laptop	Dell	51884	Rhodes ES
Laptop	Dell	51851	Rhodes ES
Laptop	Dell	51878	Rhodes ES
Laptop	Dell	51861	Rhodes ES
Laptop	Dell	51873	Rhodes ES
Laptop	Dell	51880	Rhodes ES
Laptop	Dell	51863	Rhodes ES
Laptop	Dell	51870	Rhodes ES
Laptop	Dell	51872	Rhodes ES
Laptop	Dell	51869	Rhodes ES
Laptop	Dell	51877	Rhodes ES
Laptop	Dell	51881	Rhodes ES
Laptop	Dell	51860	Rhodes ES
Laptop	Dell	51871	Rhodes ES
Laptop	Dell	51852	Rhodes ES
Laptop	Dell	51864	Rhodes ES
Laptop	Dell	51853	Rhodes ES
Projector	Epson	25546	Rolling Ridge ES
Projector	Epson	45894	Rolling Ridge ES
Document Camera	AVerMedia	29846	Rolling Ridge ES
Remote Controls (2)	AVerMedia		Rolling Ridge ES
Dell Keyboards (2)			Rolling Ridge ES
Ethernet Switch/Cord	D-Link	DR86162015045	Rolling Ridge ES
Projector Remote	Epson	151944200	Rolling Ridge ES
Projector Remote	Epson	159917600	Rolling Ridge ES
Projector	Epson	JXJF7Z2750L	Rolling Ridge ES
Document Camera	AVerMedia	29844	Rolling Ridge ES
Misc. Cords (9)			Rolling Ridge ES
Adapter	Dell	CN0JCF3V4866149GBU	Rolling Ridge ES
Adapter	Dell	CN0Df2637161577J665C	Rolling Ridge ES
Speakers	MLi-421		Rolling Ridge ES
Speakers	Logitech	880-000197	Rolling Ridge ES
Document Camera	AVerMedia	32537	Rolling Ridge ES
Document Camera	Hover Cam	51819	Rolling Ridge ES
Printer	Xerox	21348	Rolling Ridge ES
Computer	Macintosh	A21154	Canyon Hills JHS
Computers (4)	Dell Optiplex 745		Canyon Hills JHS
Computer	Dell Optiplex 780		Canyon Hills JHS
Computers (58)	Dell Optiplex 3010		Canyon Hills JHS
17 Inch Monitors (42)	Dell		Canyon Hills JHS
19 Inch Monitors (17)	Dell		Canyon Hills JHS



<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Keyboards/Mice (21)	Dell		Canyon Hills JHS
Electric Panel		47371	Ramona JHS
Electric Panel		47031	Ramona JHS
Electric Panel		44162	Ramona JHS
Electric Panel		47035	Ramona JHS
Electric Panel		47033	Ramona JHS
Electric Panel		47390	Ramona JHS
Electric Panel		47029	Ramona JHS
Electric Panel		47028	Ramona JHS
Electric Panel		47034	Ramona JHS
Networks		52336	Ramona JHS
Networks		46701	Ramona JHS
Networks		46720	Ramona JHS
Networks		46717	Ramona JHS
Networks		46704	Ramona JHS
Networks		52379	Ramona JHS
Networks		46705	Ramona JHS
Networks		46692	Ramona JHS
Networks		52526	Ramona JHS
Networks		46698	Ramona JHS
Networks		46691	Ramona JHS
Networks		46700	Ramona JHS
Networks		46711	Ramona JHS
Networks		52449	Ramona JHS
Networks		52451	Ramona JHS
Networks		46719	Ramona JHS
Networks		46695	Ramona JHS
Networks		49132	Ramona JHS
Networks		49136	Ramona JHS
Networks		46869	Ramona JHS
Networks		47657	Ramona JHS
Networks		46693	Ramona JHS
Networks		52570	Ramona JHS
Networks		46702	Ramona JHS
Networks		46718	Ramona JHS
Networks		49135	Ramona JHS
Networks		46703	Ramona JHS
Networks		52566	Ramona JHS
Computer	Apple	29526	Ramona JHS
Computer	Apple	25510	Ramona JHS
Computer	Apple	26809	Ramona JHS
Computer	Apple	25509	Ramona JHS

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer	Apple	25511	Ramona JHS
Computer	Apple	25505	Ramona JHS
Computer	Apple	25508	Ramona JHS
Computer	Apple	25502	Ramona JHS
Computer	Apple	25507	Ramona JHS
Computer	Apple	25506	Ramona JHS
Computer	Apple	25504	Ramona JHS
Printer	HP	VNBBF39037	Ramona JHS
Printer	HP	VND3H04404	Ramona JHS
Computer	Dell	41005	Ramona JHS
Computer	Dell	42274	Ramona JHS
Computer	Dell	39469	Ramona JHS
Computer	Dell	47878	Ramona JHS
Computer	Dell	57473	Ramona JHS
Computer	Dell	39404	Ramona JHS
Computer	Dell	39395	Ramona JHS
Computer	Dell	33067	Ramona JHS
Computer	Dell	47875	Ramona JHS
Computer	Dell	51474	Ramona JHS
Computer	Dell	44833	Ramona JHS
Computer	Dell	39443	Ramona JHS
Computer	Dell	41001	Ramona JHS
Computer	Apple	29111	Ramona JHS
Printer	HP	VND3K66464	Ramona JHS
Printer	HP	MY49M2B072	Ramona JHS
Printer	Laser HP	21417	Ramona JHS
Computer	Dell	47876	Ramona JHS
Computer	Dell	39378	Ramona JHS
Computer	Dell	39380	Ramona JHS
Computer	Dell	39370	Ramona JHS
Computer	Dell	39412	Ramona JHS
Computer	Dell	43130	Ramona JHS
Computer	Dell	39402	Ramona JHS
Computer	Dell	39409	Ramona JHS
Computer	Dell	201-LAB-33-05	Ramona JHS
Computer	Dell	47873	Ramona JHS
Computer	Dell	39464	Ramona JHS
Computer	Dell	39416	Ramona JHS
Computer	Dell	39367	Ramona JHS
Computer	Dell	39375	Ramona JHS
Computer	Dell	44018	Ramona JHS
Computer	Dell	39405	Ramona JHS

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer	Dell	201-LAB33-03	Ramona JHS
Computer	Dell	43128	Ramona JHS
Computer	Dell	39381	Ramona JHS
Computer	Dell	39392	Ramona JHS
Computer	Dell	39396	Ramona JHS
Computer	Dell	39403	Ramona JHS
Computer	Dell	39433	Ramona JHS
Computer	Dell	39440	Ramona JHS
Computer	Dell	39406	Ramona JHS
Computer	Dell	39374	Ramona JHS
Computer	Dell	39368	Ramona JHS
Computer	Dell	201-LAB33-22	Ramona JHS
Computer	Dell	39417	Ramona JHS
Computer	Dell	39369	Ramona JHS
Computer	Dell	39377	Ramona JHS
Computer	Dell	39371	Ramona JHS
Computer	Dell	39372	Ramona JHS
Computer	Dell	39271	Ramona JHS
Computer	Dell	201-RM30-SM03	Ramona JHS
Monitors (45)	Dell		Ramona JHS
Laptop	Dell	47948	Ramona JHS
Laptop	Dell	52864	Ramona JHS
Laptop	Dell	88RTC82	Ramona JHS
Laptop	Dell	50571	Ramona JHS
Laptop	Dell	50577	Ramona JHS
Laptop	Dell	50579	Ramona JHS
Laptop	Dell	50570	Ramona JHS
Laptop	Dell	50578	Ramona JHS
Laptop	Dell	50569	Ramona JHS
Laptop	Dell	50585	Ramona JHS
Laptop	Dell	50591	Ramona JHS
Laptop	Dell	50573	Ramona JHS
Laptop	Dell	50582	Ramona JHS
Laptop	Dell	52831	Ramona JHS
Laptop	Dell	50590	Ramona JHS
Laptop	Dell	50568	Ramona JHS
Laptop	Dell	50567	Ramona JHS
Laptop	Dell	50566	Ramona JHS
Laptop	Dell	52888	Ramona JHS
Laptop	Dell	50581	Ramona JHS
Laptop	Dell	50587	Ramona JHS
Laptop	Dell	50583	Ramona JHS

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Laptop	Dell	53698	Ramona JHS
Laptop	Dell	53703	Ramona JHS
Laptop	Dell	53689	Ramona JHS
Laptop	Dell	53710	Ramona JHS
Laptop	Dell	53701	Ramona JHS
Laptop	Dell	53716	Ramona JHS
Laptop	Dell	53700	Ramona JHS
Laptop	Dell	53694	Ramona JHS
Laptop	Dell	53687	Ramona JHS
Laptop	Dell	53680	Ramona JHS
Laptop	Dell	53684	Ramona JHS
Laptop	Dell	53692	Ramona JHS
Laptop	Dell	53709	Ramona JHS
Laptop	Dell	53697	Ramona JHS
Laptop	Dell	52919	Ramona JHS
Laptop	Dell	52836	Ramona JHS
Laptop	Dell	52831	Ramona JHS
Laptop	Dell	52897	Ramona JHS
Laptop	Dell	52909	Ramona JHS
Laptop	Dell	52913	Ramona JHS
Laptop	Dell	52915	Ramona JHS
Laptop	Dell	47952	Ramona JHS
Laptop	Dell	52869	Ramona JHS
Laptop	Dell	52916	Ramona JHS
Laptop	Dell	52912	Ramona JHS
Laptop	Dell	52824	Ramona JHS
Laptop	Dell	52907	Ramona JHS
Laptop	Dell	52819	Ramona JHS
Laptop	Dell	52856	Ramona JHS
Laptop	Dell	52911	Ramona JHS
Laptop	Dell	52918	Ramona JHS
Laptop	Dell	52829	Ramona JHS
Laptop	Dell	52872	Ramona JHS
Laptop	Dell	52842	Ramona JHS
Laptop	Dell	52830	Ramona JHS
Laptop	Dell	53688	Ramona JHS
Laptop	Dell	53678	Ramona JHS
Laptop	Dell	53713	Ramona JHS
Laptop	Dell	53693	Ramona JHS
Laptop	Dell	53681	Ramona JHS
Laptop	Dell	53677	Ramona JHS
Laptop	Dell	53714	Ramona JHS

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Laptop	Dell	53690	Ramona JHS
Laptop	Dell	53682	Ramona JHS
Laptop	Dell	53686	Ramona JHS
Laptop	Dell	52823	Ramona JHS
Laptop	Dell	50565	Ramona JHS
Laptop	Dell	50586	Ramona JHS
Laptop	Dell	50575	Ramona JHS
Laptop	Dell	52835	Ramona JHS
Laptop	Dell	52840	Ramona JHS
Laptop	Dell	52852	Ramona JHS
Laptop	Dell	50588	Ramona JHS
Laptop	Dell	52857	Ramona JHS
Laptop	Dell	50572	Ramona JHS
Laptop	Dell	52847	Ramona JHS
Laptop	Dell	52860	Ramona JHS
Laptop	Dell	52828	Ramona JHS
Laptop	Dell	50592	Ramona JHS
Laptop	Dell	52846	Ramona JHS
Laptop	Dell	52862	Ramona JHS
Laptop	Dell	52904	Ramona JHS
Laptop	Dell	52834	Ramona JHS
Laptop	Dell	52914	Ramona JHS
Laptop	Dell	52827	Ramona JHS
Laptop	Dell	52833	Ramona JHS
Laptop	Dell	50594	Ramona JHS
Laptop	Dell	50574	Ramona JHS
Laptop	Dell	50576	Ramona JHS
Laptop	Dell	50593	Ramona JHS
Laptop Cart	Dell	46317	Ramona JHS
Computer	Dell	46419	Boys Republic HS
Computer	Dell	40409	Boys Republic HS
Computer	Dell	47837	Boys Republic HS
Computer	Dell	47832	Boys Republic HS
Computer	Dell	47840	Boys Republic HS
Computer	Dell	57132	Boys Republic HS
Computer	Dell	46472	Boys Republic HS
Computer	Dell	46474	Boys Republic HS
Computer	Dell	47827	Boys Republic HS
Computer	Dell	46418	Boys Republic HS
Computer	Dell	46406	Boys Republic HS
Computer	Dell	47836	Boys Republic HS
Computer	Dell	46478	Boys Republic HS

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer	Dell	47846	Boys Republic HS
Computer	Dell	46402	Boys Republic HS
Computer	Dell	48839	Boys Republic HS
Computer	Dell	47839	Boys Republic HS
Computer	Dell	47843	Boys Republic HS
Computer	Dell	46473	Boys Republic HS
Computer	Dell	57118	Boys Republic HS
Computer	Dell	41430	Boys Republic HS
Computer	Dell	41436	Boys Republic HS
Computer	Dell	41434	Boys Republic HS
Computer	Dell	46467	Boys Republic HS
Computer	Dell	46416	Boys Republic HS
Computer	Dell	46410	Boys Republic HS
Computer	Dell	46405	Boys Republic HS
Computer	Dell	57128	Boys Republic HS
Computer	Dell	46424	Boys Republic HS
Computer	Dell	46469	Boys Republic HS
Computer	Dell	46411	Boys Republic HS
Computer	Dell	46420	Boys Republic HS
Computer	Dell	47848	Boys Republic HS
Computer	Dell	57070	Boys Republic HS
Computer	Dell	57111	Boys Republic HS
Computer	Dell	57088	Boys Republic HS
Computer	Dell	57122	Boys Republic HS
Computer	Dell	57126	Boys Republic HS
Computer	Dell	57124	Boys Republic HS
Computer	Dell	57114	Boys Republic HS
Computer	Dell	57116	Boys Republic HS
Computer	Dell	57120	Boys Republic HS
Computer	Dell	46465	Boys Republic HS
Computer	Dell	46479	Boys Republic HS
Computer	Dell	46475	Boys Republic HS
Computer	Dell	46481	Boys Republic HS
Computer	Dell	46470	Boys Republic HS
Computer	Dell	57113	Boys Republic HS
Computer	Dell	57724	Boys Republic HS
Computer	Dell	57741	Boys Republic HS
Computer	Dell	47740	Boys Republic HS
Computer	Dell	47845	Boys Republic HS
Computer	Dell	47722	Boys Republic HS
Computer	Dell	57119	Boys Republic HS
Computer	Dell	47721	Boys Republic HS

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer	Dell	57110	Boys Republic HS
Computer	Dell	46422	Boys Republic HS
Computer	Dell	46425	Boys Republic HS
Computer	Dell	46404	Boys Republic HS
Computer	Dell	46407	Boys Republic HS
Computer	Dell	46401	Boys Republic HS
Computer	Dell	65851	Boys Republic HS
Computer	Dell	46466	Boys Republic HS
Computer	Dell	57125	Boys Republic HS
Computer	Dell	46476	Boys Republic HS
Computer	Dell	57109	Boys Republic HS
Computer	Dell	46476	Boys Republic HS
Computer	Dell	46468	Boys Republic HS
Computer	Dell	46399	Boys Republic HS
Computer	Dell	46471	Boys Republic HS
Computer	Dell	47847	Boys Republic HS
Computer	Dell	46477	Boys Republic HS
Computer	Dell	57121	Boys Republic HS
Computer	Dell	46480	Boys Republic HS
Computer	Dell	46400	Boys Republic HS
Test Scorer	Scantron	K-10040	Chino HS
Test Scorer	Scantron	K-15139	Chino HS
Mark Read Scanner	Apperson	3168	Chino HS
Mark Read Scanner	Apperson	3169	Chino HS
Printer	HP	CNC9CCJB35	Chino HS
Printer	HP	USGH042815	Chino HS
Printer	HP	VNB3N06031	Chino HS
Printer	HP	CN55TZN1M5	Chino HS
Printer	HP	UNK	Chino HS
Printer	HP	UNK	Chino HS
Printer	HP	VNB3634608	Chino HS
Printer	HP	UNK	Chino HS
Monitor	Dell	23975	Chino HS
Monitor	Dell	1907fpf	Chino HS
Monitor	Dell	CCMPxF1	Chino HS
Monitor	Dell	40032	Chino HS
Monitor	Dell	UNK	Chino HS
Monitor	Dell	UNK	Chino HS
Monitor	Dell	40055	Chino HS
Monitor	Dell	UNK	Chino HS
Monitor	Dell	UNK	Chino HS
Power Connect	Dell	UNK	Chino HS

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Laptop	Dell	1CJVL32	Chino HS
Towers (5)	Dell		Chino HS
Laptop	Dell	7169645	Chino HS
Laptop	Dell	7169648	Chino HS
Laptop	Dell	7169713	Chino HS
Writing Pad	Interwrite	IPAD08	Chino HS
Floor Scrubber	Unisource Champion	12491	Chino Hills HS
Computer	Apple	32406	Chino Hills HS
Computer	Apple	34551	Chino Hills HS
Projector	Epson	38510	Chino Hills HS
Projector	Epson	38541	Chino Hills HS
Projector	Epson	34364	Chino Hills HS
Projector	Epson	4208	Chino Hills HS
Projector	Epson	25526	Chino Hills HS
Projector	Epson	29155	Chino Hills HS
Projector	Epson	27100	Chino Hills HS
Projector	Epson	20719	Chino Hills HS
Projector	Powerlite	4093	Chino Hills HS
Printer	HP P3015	37350	Chino Hills HS
Printer	HP 1300		Chino Hills HS
Digital Camera	AVerMedia	36205	Chino Hills HS
Computer	Dell		Chino Hills HS
Projector	Epson	18951	Chino Hills HS
TV			Chino Hills HS
TV			Chino Hills HS
Desk with Return			Chino Hills HS
Printer	Xerox	GAIL097135	Chino Hills HS
Laptop	Dell	31713	Chino Hills HS
Laptop	Dell	31712	Chino Hills HS
Laptop	Dell	34398	Chino Hills HS
Projector	Epson	27100	Chino Hills HS
Projector	Epson	20719	Chino Hills HS
Projector	Epson	20721	Chino Hills HS
Projector	Epson	38510	Chino Hills HS
Projector	Epson	29158	Chino Hills HS
Projector	Epson	29413	Chino Hills HS
Projector	Epson	29124	Chino Hills HS
Projector	Epson	26543	Chino Hills HS
Projector	Epson	29120	Chino Hills HS
Projector	Epson	29155	Chino Hills HS
Scan Kit		IMYDW011101701499	Chino Hills HS
Scan Kit		IMYDW011101701874	Chino Hills HS



<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Printer	Laserjet	36204	Chino Hills HS
Document Camera	AVerMedia	34364	Chino Hills HS
Projector	Epson	36334	Chino Hills HS
Document Camera	Aer Media	29115	Chino Hills HS
Projector	Epson	38516	Chino Hills HS
Projector	Epson	36541	Chino Hills HS
Projector	Epson	38510	Chino Hills HS
Projector	Epson	4114	Chino Hills HS
Laptop	Dell	20753	Chino Hills HS
Projector	Epson	38527	Chino Hills HS
Projector	Epson	18951	Chino Hills HS
Projector	Epson	36205	Chino Hills HS
Document Camera	AVerMedia	25526	Chino Hills HS
Projector	Epson	41979	Chino Hills HS
Computer	Dell	36204	Chino Hills HS

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 17, 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: RESOLUTIONS 2020/2021-39, 2020/2021-40, AND 2020/2021-41 FOR AUTHORIZATION TO UTILIZE PIGGYBACK CONTRACTS**

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**BACKGROUND**

Public Contract Code (PCC) 20111 requires school district governing boards to competitively bid and award any contracts involving an expenditure of more than \$86,000.00 to the lowest responsible bidder.

Notwithstanding, PCC 20111, PCC 20118 and Administrative Regulation 3311 state that without advertising for bids and upon a determination that it is in the best interest of the District, the Board may authorize District staff by contract, lease, requisition, or purchase order of another public corporation or agency, to lease data-processing equipment, or to purchase materials, supplies, equipment, automotive vehicles, tractors and other personal property for the District in the manner that the other public corporation or agency is authorized to make the leases or purchases from a vendor (piggyback).

Alternatively, if there is an existing contract between a public corporation or agency and a vendor for the lease or purchase of personal property, the District may authorize the lease or purchase of personal property directly to the vendor under the same terms that are available to the public corporation or agency under the contract.

Staff requests approval of the following resolutions to provide authorization for the District to participate by piggyback in contracts as itemized below:

<b>Resolution</b>	<b>Contract</b>	<b>Contractor</b>	<b>Description</b>	<b>Term</b>
2020/2021-39	Val Verde Unified School District RFP #2021/2022-01 Branded Pizza Products-Ready to Serve	American West Restaurant Group (Franchisee of Pizza Hut, Inc.)	Ready to Serve Pizza	7/1/2021-6/30/2022

<b>Resolution</b>	<b>Contract</b>	<b>Contractor</b>	<b>Description</b>	<b>Term</b>
2020/2021-40	Pomona Valley Co-Op Lead Agency: Pomona Unified School District RFP 05(1920)FN	Gold Star Foods	Distribution of USDA Foods and Commercial Food Products	7/1/2021-6/30/2022
2020/2021-41	Super Co-Op Lead Agency: Santa Clarita Valley School RFP 19-20-07/A2	Gold Star Foods	Distribution of Direct Delivery USDA Foods	7/1/2021-6/30/2022

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

**RECOMMENDATION**

It is recommended the Board of Education adopt Resolutions 2020/2021-39, 2020/2021-40, and 2020/2021-41 for Authorization to Utilize Piggyback Contracts.

**FISCAL IMPACT**

Unknown.

NE:GJS:AGH:pw

**Chino Valley Unified School District  
Resolution 2020/2021-39  
Authorization to Utilize the Val Verde Unified School District RFP #2021/2022-01  
Branded Pizza Products – Ready to Serve With American West Restaurant Group  
(Franchisee of Pizza Hut, Inc.)  
to Purchase Ready to Serve Pizza  
Through the Piggyback Contract**

**WHEREAS**, the Board of Education (Board) of the Chino Valley Unified School District (District) has determined that a true and very real need exists to procure ready to serve pizza for the District;

**WHEREAS**, Val Verde Unified School District currently has a piggyback contract, RFP #2021/2022-01 Branded Pizza Products – Ready to Serve, in accordance with Public Contract Code 20118 with American West Restaurant Group (Franchisee of Pizza Hut, Inc.), that contains the materials, supplies, equipment and/or other personal property the District currently requires;

**WHEREAS**, the board of education of a school district, without advertising for bids if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order of any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases from a vendor;

**WHEREAS**, the board of education of a school district is required to make a determination that a purchase and/or lease through a public corporation or agency is in the best interests of the district to take advantage of this exception; and

**WHEREAS**, the Board has determined that it is in the best interest of the District to authorize the purchase of ready to serve pizza through the piggyback contract procured by the Val Verde Unified School District RFP #2021/2022-01 Branded Pizza Products – Ready to Serve.

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

Section 1. Determination re: Recitals. All of the recitals set forth above are true and correct.

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of ready to serve pizza through the piggyback contract originally procured by the Val Verde Unified School District RFP #2021/2022-01 Branded Pizza Products – Ready to Serve is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of ready to serve pizza in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Val Verde Unified School District RFP #2021/2022-01 Branded Pizza Products – Ready to Serve.

Section 4. Other Actions. The Superintendent or his designee are each hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the purchase, sale, and lease, and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, and that any and all such prior actions by the District’s Superintendent, or his designee, are hereby ratified by the Board.

Section 5. Effective Date. This resolution shall be effective as of July 1, 2021, for the term ending June 30, 2022.

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 17th 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.

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

**Chino Valley Unified School District  
Resolution 2020/2021-40  
Authorization to Utilize the Pomona Valley Co-Op Lead Agency:  
Pomona Unified School District RFP 05(1920)FN With Gold Star Foods  
to Purchase Distribution of USDA Foods and Commercial Food Products  
Through the Piggyback Contract**

**WHEREAS**, the Board of Education (Board) of the Chino Valley Unified School District (District) has determined that a true and very real need exists to procure distribution of USDA foods and commercial food products for the District;

**WHEREAS**, Pomona Valley Co-Op Lead Agency: Pomona Unified School District currently has a piggyback contract, RFP 05(1920)FN, in accordance with Public Contract Code 20118 with Gold Star Foods, that contains the materials, supplies, equipment and/or other personal property the District currently requires;

**WHEREAS**, the board of education of a school district, without advertising for bids if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order of any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases from a vendor;

**WHEREAS**, the board of education of a school district is required to make a determination that a purchase and/or lease through a public corporation or agency is in the best interests of the district to take advantage of this exception; and

**WHEREAS**, the Board has determined that it is in the best interest of the District to authorize the purchase of distribution of USDA foods and commercial food products through the piggyback contract procured by the Pomona Valley Co-Op Lead Agency: Pomona Unified School District RFP 05(1920)FN.

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

Section 1. Determination re: Recitals. All of the recitals set forth above are true and correct.

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of distribution of USDA foods and commercial food products through the piggyback contract originally procured by the Pomona Valley Co-Op Lead Agency: Pomona Unified School District RFP 05(1920)FN is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of distribution of USDA foods and commercial food products in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Pomona Valley Co-Op Lead Agency: Pomona Unified School District RFP 05(1920)FN.

Section 4. Other Actions. The Superintendent or his designee are each hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the purchase, sale, and lease, and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, and that any and all such prior actions by the District's Superintendent, or his designee, are hereby ratified by the Board.

Section 5. Effective Date. This resolution shall be effective as of July 1, 2021, for the term ending June 30, 2022.

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 17th 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  
Resolution 2020/2021-41  
Authorization to Utilize the Super Co-Op Lead Agency: Santa Clarita Valley  
School RFP 19-20-07/A2 With Gold Star Foods  
to Purchase Distribution of Direct Delivery USDA Foods  
Through the Piggyback Contract**

**WHEREAS**, the Board of Education (Board) of the Chino Valley Unified School District (District) has determined that a true and very real need exists to procure distribution of direct delivery USDA foods for the District;

**WHEREAS**, Super Co-Op Lead Agency: Santa Clarita Valley School currently has a piggyback contract, RFP 19-20-07/A2, in accordance with Public Contract Code 20118 with Gold Star Foods, that contains the materials, supplies, equipment and/or other personal property the District currently requires;

**WHEREAS**, the board of education of a school district, without advertising for bids if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order of any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases from a vendor;

**WHEREAS**, the board of education of a school district is required to make a determination that a purchase and/or lease through a public corporation or agency is in the best interests of the district to take advantage of this exception; and

**WHEREAS**, the Board has determined that it is in the best interest of the District to authorize the purchase of distribution of direct delivery USDA foods through the piggyback contract procured by the Super Co-Op Lead Agency: Santa Clarita Valley School RFP 19-20-07/A2.

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

Section 1. Determination re: Recitals. All of the recitals set forth above are true and correct.

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of distribution of direct delivery USDA foods through the piggyback contract originally procured by the Super Co-Op Lead Agency: Santa Clarita Valley School RFP 19-20-07/A2 is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.



Section 3. Authorization. The Board hereby authorizes the acquisition of distribution of direct delivery USDA foods in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Super Co-Op Lead Agency: Santa Clarita Valley School RFP 19-20-07/A2.

Section 4. Other Actions. The Superintendent or his designee are each hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the purchase, sale, and lease, and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, and that any and all such prior actions by the District's Superintendent, or his designee, are hereby ratified by the Board.

Section 5. Effective Date. This resolution shall be effective as of July 1, 2021, for the term ending June 30, 2022.

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 17th 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 17, 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 (BP 4)**

=====

**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 (BP 4) 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 4 are as follows:

Bid Package	# of Bids Received	Low Bidder	Bid Amount
BP 4 – Electrical, Duct Banks, and Street Lighting	4	Southern California West Coast Electric	\$2,746,148.00

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.

The apparent low bidder for Bid Package 4, RIS Electrical Contractors, withdrew its bid due to a clerical error discovered by the contractor after bid opening. Therefore, it is recommended that Bid Package 4 be awarded to the next responsible and responsive low bidder.

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 (BP 4) to Southern California West Coast Electric.

**FISCAL IMPACT**

\$2,746,148.00 to Building Fund 21.

NE:GJS:AGH:pw

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 17, 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 20-21-14F, BORBA ES AND WALNUT ES PLAYGROUND EQUIPMENT INSTALLATION**

=====

**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 20-21-14F, Borba ES and Walnut ES Playground Equipment Installation was published in the Inland Valley Daily Bulletin on April 6, 2021, and April 13, 2021. Bids were opened at 1:00 p.m. on April 26, 2021. The results are as follows:

<b>Contractor</b>	<b>Bid Amount</b>
Nextgen Construction	\$182,900.00
Micon Construction Inc	\$228,915.00
R.E. Schultz Construction	\$229,880.00
Jaynes Brothers Construction	\$285,713.00
R. Jensen Co. Inc.	\$310,000.00

The basic scope of work for this project includes: removal and installation of new playground equipment; curbs; and play surface in two play areas at Borba ES and removal and installation of new playground equipment; curbs; and play surface in two play areas at Walnut ES.

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

**RECOMMENDATION**

It is recommended the Board of Education award Bid 20-21-14F, Borba ES and Walnut ES Playground Equipment Installation to Nextgen Construction.

**FISCAL IMPACT**

\$182,900.00 to Building Fund 25.

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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Humility • Civility • Service

**DATE:** June 17, 2021

**TO:** Members, Board of Education

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

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

**SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR CUPCCAA PROJECT**

=====

**BACKGROUND**

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

<b>CUPCCAA Project</b>	<b>Project Description</b>	<b>Contractor</b>	<b>Original Quotation</b>	<b>Change Order</b>	<b>Total</b>	<b>Funding Source</b>
CC2021-35	Student Support Services Security Fencing	Valley Cities/Gonzales Fence Co.	\$22,400.00	Time Extension	\$22,400.00	25

The change order for CUPCCAA CC2021-35 results in no change to the construction cost and 27 days in contract time.

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

Staff recommends approval of the Change Order and Notice of Completion for this project.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order and Notice of Completion for CUPCCAA Project.

**FISCAL IMPACT**

\$22,400.00 to RDA Fund 25.



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

bd 06/17/21 ✓

# CHANGE ORDER

Date: 5/25/2021 BID/ CUPCCAA #: CC2021-35 Change Order #: 1

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

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

Architect: N/A Contractor: Valley Cities/Gonzales Fence

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

ITEM NO. 1: Description: Student Support Services Security Fencing  
Reason: COVID related delays for Material delivery  
Document Ref: N/A  
Requested by: Alex Rivera  
Change in Contract Sum: \$0  
Time Extension: 27 Days

ITEM NO. 2: Description:  
Reason:  
Document Ref:  
Requested by:  
Change in Contract Sum:  
Time Extension:

ITEM NO. 3: Description:  
Reason:  
Document Ref:  
Requested by:  
Change in Contract Sum:  
Time Extension:

ITEM NO. 4: Description:  
Reason:  
Document Ref:  
Requested by:  
Change in Contract Sum:  
Time Extension:

---

## CONTRACT SUMMARY

The original contract amount was:	_____	\$22,400.00
Previously approved change order amount(s):	_____	\$0
The contract amount will be increased/decreased by this Change Order:	_____	\$0
The new contract amount including this change order will be:	_____	\$22,400.00

The original contract completion date:	_____	04/21/2021
The contract time will be <b>increased</b> /decreased by days:	_____	27 days
The date of completion as a result of this Change Order is:	_____	05/18/2021

---

## APPROVED BY:

Contractor	Signature	Date
N/A		
DSA Inspector of Record (if applicable)	Signature	Date
N/A		
Architect / Engineer (if applicable)	Signature	Date
N/A		
Construction/Project Manager	Signature	Date
N/A		
Authorized Department Head (if applicable)	Signature	Date
N/A		
Director, Technology (if applicable)	Signature	Date
Alex Rivera		5-25-2021
CVUSD Project Manager		
Director, Maintenance, Operations & Construction (if applicable)	Signature	Date
Martin Silveira		5/23/21
Director, Planning (if applicable)		
Director, Planning (if applicable)	Signature	Date
N/A		
Owner (Authorized Agent)	Signature	Date
Greg Stachura		5/27/21
Owner (Authorized Agent)		

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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Humility • Civility • Service

**DATE:** June 17, 2021

**TO:** Members, Board of Education

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

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

**SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 19-20-01F, COUNTRY SPRINGS ES AND ROLLING RIDGE ES ALTERATION PROJECT (BP 23-01)**

=====

**BACKGROUND**

On July 18, 2019, the Board of Education awarded Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Project (BP 23-01) to NKS Mechanical Contracting, Inc. All contracted work was completed on October 31, 2020. Contract summary is provided below.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
1-Country Springs ES	NKS Mechanical Contracting, Inc.	\$4,101.00
	Bid Amount:	\$338,000.00
	Revised Total Project Amount:	\$342,101.00
	Retention Amount:	\$17,105.05

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
1-Rolling Ridge ES	NKS Mechanical Contracting, Inc.	\$7,992.00
	Bid Amount:	\$318,000.00
	Revised Total Project Amount:	\$325,992.00
	Retention Amount:	\$16,299.60

The change order results in a net increase of \$12,093.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on October 31, 2020.

Documentation indicating completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: Jim Volivitch, DSA Inspector; James DiCamillo, Architect/Engineer; Hung Truong, Construction/Project Manager; Beverly Beemer, Director, Planning; and Sam Sousa, Construction Coordinator.



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

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Project (BP 23-01).

**FISCAL IMPACT**

\$12,093.00 to Building Fund 21.

NE:GJS:pw

bd 06/17/21 ✓



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

# CHANGE ORDER

Date: 05/12/2021 BID/ CUPCCAA #: 19-20-01F Change Order #: 001  
Project Title: Country Springs & Rolling Ridge Elementary School Modernization Projects – Alterations  
Owner: Chino Valley Unified School District DSA Application #: #A04-117356 / #A04-117357 DSA File #: #36-11  
Architect: WLC Architects Inc. Contractor: NKS Mechanical (BP 23-01)

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

ITEM NO. 1: Description: Country Springs ES – MPR Occupancy Sensors  
Reason: Cost for the replacement of the occupancy sensors in the MPR that control the mechanical system.  
Document Ref: Change Order Request No. C-033 (PCO No. C-267)  
Requested by: District  
Change in Contract Sum: \$9,502.00 / ADD <sup>DS</sup>  
Time Extension: 0 Calendar Days <sup>alt</sup>

ITEM NO. 2: Description: Country Springs ES – Transfer & Reconcile Unused Unforeseen Allowance  
Reason: Transfer unforeseen conditions allowance from Country Springs to Rolling Ridge and credit back the remaining unused portion.  
Document Ref: Change Order Request No. C-034 (PCO No. C-266)  
Requested by: District  
Change in Contract Sum: (\$5,401.00) / DEDUCT <sup>DS</sup>  
Time Extension: 0 Calendar Days <sup>alt</sup>

ITEM NO. 3: Description: Rolling Ridge ES - Transfer Unused Allowance from Country Springs  
Reason: Transfer unused unforeseen conditions allowance from Country Springs to Rolling Ridge.  
Document Ref: Change Order Request No. R-034 (PCO No. R-270)  
Requested by: District  
Change in Contract Sum: \$4,819.00 / ADD <sup>DS</sup>  
Time Extension: 0 Calendar Days <sup>alt</sup>

B/A 07.18.19

ITEM NO. 4: Description: Rolling Ridge ES - RFI#085 Added Remote T-stat Sensors  
 Reason: Cost for the addition of remote t-stat sensors to rooms E107 and F107 pursuant to RFI 085 response.  
 Document Ref: Change Order Request No. R-035 (PCO No. R-269)  
 Requested by: District  
 Change in Contract Sum: \$3,173.00 / ADD <sup>DS</sup>  
 Time Extension: 0 Calendar Days <sup>alt</sup>

**PROJECT SUMMARY**

Location	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Country Spring ES	\$338,000.00	\$0.00	\$4,101.00	\$342,101.00
Rolling Ridge ES	\$318,000.00	\$0.00	\$7,992.00	\$325,992.00
<b>Totals:</b>	<b>\$656,000.00</b>	<b>\$0.00</b>	<b>\$12,093.00</b>	<b>\$668,093.00</b>

**CONTRACT SUMMARY**

The original contract amount was: 656,000.00

Previously approved change order amount(s): \$0.00

The contract amount will be increased by this Change Order: \$12,093.00

The new contract amount including this change order will be: \$668,093.00

The original contract completion date: 08/07/2020 <sup>DS</sup>  
<sub>alt</sub>

The contract time will be increased/decreased by days: 0 Days

The date of completion as a result of this Change Order is: 08/07/2020

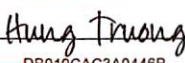
**APPROVED BY:**

Arsalan Haque Project Manager  
 Contractor – NKS Mechanical  
 Signature: <sup>DocuSigned by:</sup> Arsalan Haque  
 Date: 05/12/2021 | 16:50 PDT  
57A4474AA3A94B9...

Jim Volivitch DSA Inspector of Record (if applicable)  
 Signature: <sup>DocuSigned by:</sup> Jim Volivitch  
 Date: 05/26/2021 | 15:36 PDT  
8A30BDF5C8064F9...

Jim DiCamillo President  
 Architect / Engineer (if applicable)  
 Signature: <sup>DocuSigned by:</sup> Jim DiCamillo  
 Date: 05/26/2021 | 15:53 PDT  
F3FE0739102D48D...

Hung Truong  
CW Driver  
Construction/Project Manager

DocuSigned by:  
  
Signature DB919CAC3A0446B...

05/26/2021 | 14:57 PDT  
Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

Samuel Sousa  
CVUSD Project Manager

  
Signature

5/28/21  
Date

Martin Silveira  
Director, Maintenance, Operations &  
Construction (if applicable)

N/A  
Signature

Date

Beverly Beemer  
Director, Planning (if applicable)

BB  
Signature

6/1/2021  
Date

Greg Stachura  
Owner (Authorized Agent)

  
Signature

5/28/21  
Date

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 17, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations  
**SUBJECT: CHANGE ORDER FOR BID 19-20-29F, AYALA HS ALTERATIONS-PHASE 2, BUILDINGS B, F, AND H (BP 1)**

=====

**BACKGROUND**

On April 16, 2020, the Board of Education awarded Bid 19-20-29F, Ayala HS Alterations-Phase 2, Buildings B, F, and H (BP 1) to Integrated Demolition and Remediation, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
1	Integrated Demolition and Remediation, Inc.	(\$14,590.00)
	Bid Amount:	\$519,000.00
	Revised Total Project Amount:	\$504,410.00

The change order results in a net decrease of \$14,590.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order for Bid 19-20-29F, Ayala HS Alterations-Phase 2, Buildings B, F, and H (BP 1).

**FISCAL IMPACT**

(\$14,590.00) to Building Fund 21.

NE:GJS:pw

6/16/20



# CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division  
 5130 Riverside Drive  
 Chino, CA 91710  
 Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

## CHANGE ORDER

DATE: 03/01/2021 BID #: 19-20-29F CHANGE ORDER: 001

PROJECT: Ayala HS Alterations Phase 2 – Buildings B, F and H

DSA APPLICATION #: 04-118029 DSA FILE #: 36-11

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: BP 01 – Integrated Demolition & Remediation, Inc.

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




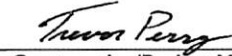


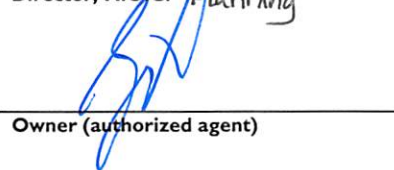
ITEM NO. 1:	Description:	Remaining Unused Allowance credited back to CVUSD
	Reason:	Unused Allowances
	Document Ref:	SOV Remaining Allowance Amount, Column H, Lines 17 & 18
	Requested by:	District
	Change in Contract Sum:	(\$14,590) / DEDUCT
	Time Extension:	0 Calendar days

\*END OF CHANGE ORDER NO. 001 ITEMS\*

### CONTRACT SUMMARY

The original contract amount was:	<u>\$519,000.00</u>	✓
Previously approved change order amount(s):	<u>\$0.00</u>	✓
The contract amount will be increased/ <u>decreased</u> by this Change Order:	<u>(\$14,590.00)</u>	✓
The new contract amount including this change order will be:	<u>\$504,410.00</u>	✓
The original contract completion date:	<u>04/01/2021</u>	
The contract time will be increased/decreased by days:	<u>0</u>	
The date of completion as a result of this Change Order is:	<u>04/01/2021</u>	

**APPROVED BY:**

 Contractor (Integrated Demolition & Remediation, Inc.)	Jay Gandhi / Project Manager Print Name / Title	05/19/2021 Date
 Architect (WLC Architects)	Jim DiCamillo / President, Architect, AIA LEED AP Print Name / Title	05/22/2021 Date
 DSA Inspector of Record (Knowland Construction Services)	Ken Burr / DSA Inspector Print Name / Title	05/21/2021 Date
 Construction/Project Manager (Balfour Beatty)	Trevor Perry / Project Manager Print Name / Title	5/11/2021 Date
 CVUSD Construction Coordinator	Sam Sousa / Construction Coordinator, Maintenance, Operations & Construction Print Name / Title	5/26/21 Date
 Director, M.O.C. Planning	Beverly Beemer / Director of Planning, Facilities, Planning & Operations Department Print Name / Title	6/1/2021 Date
 Owner (authorized agent)	Gregory Stachura / Assistant Superintendent, Facilities, Planning & Operations Department Print Name / Title	5/27/21 Date

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 17, 2021

**TO:** Members, Board of Education

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

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

**SUBJECT: CHANGE ORDER FOR BID 19-20-29F, AYALA HS ALTERATIONS-PHASE 2, BUILDINGS B, F, AND H (BP 2)**

=====

**BACKGROUND**

On April 16, 2020, the Board of Education awarded Bid 19-20-29F, Ayala HS Alterations-Phase 2, Buildings B, F, and H (BP 2) to Spec Construction Co., Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
1	Spec Construction Co., Inc.	(\$62,721.00)
	Bid Amount:	\$478,500.00
	Revised Total Project Amount:	\$415,779.00

The change order results in a net decrease of \$62,721.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order for Bid 19-20-29F, Ayala HS Alterations-Phase 2, Buildings B, F, and H (BP 2).

**FISCAL IMPACT**

(\$62,721.00) to Building Fund 21.

NE:GJS:pw





**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

Facilities, Planning and Operations Division

5130 Riverside Drive

Chino, CA 91710

Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

**CHANGE ORDER**

DATE: 3/1/2021 BID #: 19-20-29F CHANGE ORDER: 001

PROJECT: Ayala HS Alterations Phase 2 – Buildings B, F and H

DSA APPLICATION #: 04-118029 DSA FILE #: 36-11

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: BP 02 – Spec Construction, Inc.

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




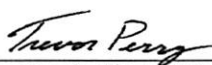



ITEM NO. 1:	Description:	Remaining Unused Allowance credited back to CVUSD
	Reason:	Unused Allowances
	Document Ref:	SOV Remaining Allowance Amount lines 30 through 35, column H
	Requested by:	District
	Change in Contract Sum:	(\$62,721.00) / DEDUCT
	Time Extension:	0 Calendar days

\*END OF CHANGE ORDER NO. 001 ITEMS\*

**CONTRACT SUMMARY**

The original contract amount was:	<u>\$478,500.00</u>	↖
Previously approved change order amount(s):	<u>\$0.00</u>	↖
The contract amount will be increased/decreased by this Change Order:	<u>(\$62,721.00)</u>	↖
The new contract amount including this change order will be:	<u>\$415,779.00</u>	↖
The original contract completion date:	<u>04/01/2021</u>	
The contract time will be increased/decreased by days:	<u>0</u>	
The date of completion as a result of this Change Order is:	<u>04/01/2021</u>	

**APPROVED BY:**

 Contractor (Spec Construction, Inc.)	Chaz De La Fosse / President Print Name / Title	05/24/2021 Date
 Architect (WLC Architects)	Jim DiCamillo / President, Architect, AIA LEED AP Print Name / Title	05/25/2021 Date
 DSA Inspector of Record (Knowland Construction Services)	Ken Burr / DSA Inspector Print Name / Title	05/24/2021 Date
 Construction/Project Manager (Balfour Beatty)	Trevor Perry / Project Manager Print Name / Title	5/11/2021 Date
 CVUSD Construction Coordinator	Sam Sousa / Construction Coordinator, Maintenance, Operations & Construction Print Name / Title	5/26/21 Date
 Director, M.O.C. Planning	Beverly Beemer / Director of Planning, Facilities, Planning & Operations Department Print Name / Title	6/1/2021 Date
 Owner (authorized agent)	Gregory Stachura / Assistant Superintendent, Facilities, Planning & Operations Department Print Name / Title	5/27/21 Date

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 17, 2021

**TO:** Members, Board of Education

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

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

**SUBJECT: CHANGE ORDER FOR BID 19-20-29F, AYALA HS ALTERATIONS-PHASE 2, BUILDINGS B, F, AND H (BP 3)**

=====

**BACKGROUND**

On April 16, 2020, the Board of Education awarded Bid 19-20-29F, Ayala HS Alterations-Phase 2, Buildings B, F, and H (BP 3) to Abdellatif Enterprises, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
1	Abdellatif Enterprises, Inc.	(\$24,773.00)
	Bid Amount:	\$458,000.00
	Revised Total Project Amount:	\$433,227.00

The change order results in a net decrease of \$24,773.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order for Bid 19-20-29F, Ayala HS Alterations-Phase 2, Buildings B, F, and H (BP 3).

**FISCAL IMPACT**

(\$24,773.00) to Building Fund 21.

NE:GJS:pw



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

Facilities, Planning and Operations Division

5130 Riverside Drive

Chino, CA 91710

Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

**CHANGE ORDER**

DATE: 05/11/2021 BID #: 19-20-29F CHANGE ORDER: 001

PROJECT: Ayala HS Alterations Phase 2 – Buildings B, F and H

DSA APPLICATION #: 04-118029 DSA FILE #: 36-11

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: BP 03 – Abdellatif Enterprises, Inc.

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


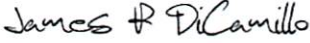

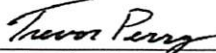



ITEM NO. 1:	Description:	Remaining Unused Allowance credited back to CVUSD
	Reason:	Unused Allowances
	Document Ref:	SOV Remaining Allowance Amount line items 25 through 29, column H.
	Requested by:	District
	Change in Contract Sum:	(\$24,773.00) / DEDUCT
	Time Extension:	0 Calendar days

\*END OF CHANGE ORDER NO. 001 ITEMS\*

**CONTRACT SUMMARY**

The original contract amount was:	<u>\$458,000.00</u>	↖
Previously approved change order amount(s):	<u>\$0.00</u>	↖
The contract amount will be increased/ <u>decreased</u> by this Change Order:	<u>(\$24,773.00)</u>	↖
The new contract amount including this change order will be:	<u>\$433,227.00</u>	↖
The original contract completion date:	<u>04/01/2021</u>	
The contract time will be increased/decreased by days:	<u>0</u>	
The date of completion as a result of this Change Order is:	<u>04/01/2021</u>	

**APPROVED BY:**

 Contractor (Abdellatif Enterprises, Inc.)	Hazem Abdellatif / President Print Name / Title	05/24/2021 Date
 Architect (WLC Architects)	Jim DiCamillo / President, Architect, AIA LEED AP Print Name / Title	05/25/2021 Date
 DSA Inspector of Record (Knowland Construction Services)	Ken Burr / DSA Inspector Print Name / Title	05/24/2021 Date
 Construction/Project Manager (Balfour Beatty)	Trevor Perry / Project Manager Print Name / Title	5/11/2021 Date
 CVUSD Construction Coordinator	Sam Sousa / Construction Coordinator, Maintenance, Operations & Construction Print Name / Title	5/26/21 Date
 Director, M.O.C. Planning	Beverly Beemer / Director of Planning, Facilities, Planning & Operations Department Print Name / Title	6/1/2021 Date
 Owner (authorized agent)	Gregory Stachura / Assistant Superintendent, Facilities, Planning & Operations Department Print Name / Title	5/27/21 Date

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 17, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations  
**SUBJECT: CHANGE ORDER FOR BID 19-20-29F, AYALA HS ALTERATIONS-PHASE 2, BUILDINGS B, F, AND H (BP 4)**

=====  
**BACKGROUND**

On April 16, 2020, the Board of Education awarded Bid 19-20-29F, Ayala HS Alterations-Phase 2, Buildings B, F, and H (BP 4) to Caston, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
1	Caston, Inc.	(\$32,377.44)
	Bid Amount:	\$685,585.00
	Revised Total Project Amount:	\$653,207.56

The change order results in a net decrease of \$32,377.44 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

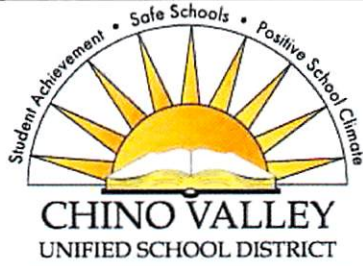
**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order for Bid 19-20-29F, Ayala HS Alterations-Phase 2, Buildings B, F, and H (BP 4).

**FISCAL IMPACT**

(\$32,377.44) to Building Fund 21.

NE:GJS:pw



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
Facilities, Planning and Operations Division  
5130 Riverside Drive  
Chino, CA 91710  
Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

## CHANGE ORDER

DATE: 05/11/2021 BID #: 19-20-29F CHANGE ORDER: 001

PROJECT: Ayala HS Alterations Phase 2 – Buildings B, F and H

DSA APPLICATION #: 04-118029 DSA FILE #: 36-11

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: BP 04 – Caston, Inc.

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




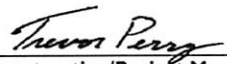



ITEM NO. 1:	Description:	Remaining Unused Allowance credited back to CVUSD
	Reason:	Unused Allowances
	Document Ref:	SOV Remaining Allowance Amount line items 4 through 6, column H.
	Requested by:	District
	Change in Contract Sum:	(\$32,377.44) / DEDUCT
	Time Extension:	0 Calendar days

\*END OF CHANGE ORDER NO. 001 ITEMS\*

### CONTRACT SUMMARY

The original contract amount was:	<u>\$685,585.00</u>	↖
Previously approved change order amount(s):	<u>\$0.00</u>	↖
The contract amount will be increased/decreased by this Change Order:	<u>(\$32,377.44)</u>	↖
The new contract amount including this change order will be:	<u>\$653,207.56</u>	↖
The original contract completion date:	<u>04/01/2021</u>	
The contract time will be increased/decreased by days:	<u>0</u>	
The date of completion as a result of this Change Order is:	<u>04/01/2021</u>	

**APPROVED BY:**

 Contractor (Caston, Inc.)	Greg Malachowski / President Print Name / Title	05/19/2021 Date
 Architect (WLC Architects)	Jim DiCamillo / President, Architect, AIA LEED AP Print Name / Title	05/20/2021 Date
 DSA Inspector of Record (Knowland Construction Services)	Ken Burr / DSA Inspector Print Name / Title	05/19/2021 Date
 Construction/Project Manager (Balfour Beatty)	Trevor Perry / Project Manager Print Name / Title	05/11/2021 Date
 CVUSD Construction Coordinator	Sam Sousa / Construction Coordinator, Maintenance, Operations & Construction Print Name / Title	5/26/21 Date
 Director, <del>M.O.C.</del> Planning	Beverly Beemer / Director of Planning, Facilities, Planning & Operations Department Print Name / Title	6/1/2021 Date
 Owner (authorized agent)	Gregory Stachura / Assistant Superintendent, Facilities, Planning & Operations Department Print Name / Title	5/27/21 Date



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 17, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations  
**SUBJECT: CHANGE ORDER FOR BID 19-20-29F, AYALA HS ALTERATIONS-PHASE 2, BUILDINGS B, F, AND H (BP 5)**

=====  
**BACKGROUND**

On April 16, 2020, the Board of Education awarded Bid 19-20-29F, Ayala HS Alterations-Phase 2, Buildings B, F, and H (BP 5) to San Marino Roof Company, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
1	San Marino Roof Company, Inc.	(\$30,000.00)
	Bid Amount:	\$872,169.00
	Revised Total Project Amount:	\$842,169.00

The change order results in a net decrease of \$30,000.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order for Bid 19-20-29F, Ayala HS Alterations-Phase 2, Buildings B, F, and H (BP 5).

**FISCAL IMPACT**

(\$30,000.00) to Building Fund 21.

NE:GJS:pw

bd 06/17/21



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
Facilities, Planning and Operations Division  
5130 Riverside Drive  
Chino, CA 91710  
Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

### CHANGE ORDER

DATE: 05/11/2021 BID #: 19-20-29F CHANGE ORDER: 001

PROJECT: Ayala HS Alterations Phase 2 – Buildings B, F and H

DSA APPLICATION #: 04-118029 DSA FILE #: 36-11

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: BP 05 – San Marino Roof Company, Inc.

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




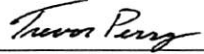



ITEM NO. 1:	Description:	Remaining Unused Allowance credited back to CVUSD
	Reason:	Unused Allowances
	Document Ref:	SOV Remaining Allowance Amount line items 13 and 14, column H.
	Requested by:	District
	Change in Contract Sum:	(\$30,000.00) / DEDUCT
	Time Extension:	0 Calendar days

\*END OF CHANGE ORDER NO. 001 ITEMS\*

### CONTRACT SUMMARY

The original contract amount was:	<u>\$872,169.00</u>	✓
Previously approved change order amount(s):	<u>\$0.00</u>	✓
The contract amount will be increased/ <u>decreased</u> by this Change Order:	<u>(\$30,000.00)</u>	✓
The new contract amount including this change order will be:	<u>\$842,169.00</u>	✓
The original contract completion date:	<u>04/01/2021</u>	
The contract time will be increased/decreased by days:	<u>0</u>	
The date of completion as a result of this Change Order is:	<u>04/01/2021</u>	

**APPROVED BY:**

 Contractor (San Marino Roof, Inc.)	Gregory Banks / President Print Name / Title	05/19/2021 Date
 Architect (WLC Architects)	Jim DiCamillo / President, Architect, AIA LEED AP Print Name / Title	05/19/2021 Date
 DSA Inspector of Record (Knowland Construction Services)	Ken Burr / DSA Inspector Print Name / Title	05/19/2021 Date
 Construction/Project Manager (Balfour Beatty)	Trevor Perry / Project Manager Print Name / Title	5/11/2021 Date
 CVUSD Construction Coordinator	Sam Sousa / Construction Coordinator, Maintenance, Operations & Construction Print Name / Title	5/26/21 Date
 Director, M.O.C. Planning	Beverly Beemer / Director of Planning, Facilities, Planning & Operations Department Print Name / Title	6/1/2021 Date
 Owner (authorized agent)	Gregory Stachura / Assistant Superintendent, Facilities, Planning & Operations Department Print Name / Title	5/27/21 Date

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 17, 2021

**TO:** Members, Board of Education

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

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

**SUBJECT: CHANGE ORDER FOR BID 19-20-29F, AYALA HS ALTERATIONS-PHASE 2, BUILDINGS B, F, AND H (BP 6)**

=====

**BACKGROUND**

On April 16, 2020, the Board of Education awarded Bid 19-20-29F, Ayala HS Alterations-Phase 2, Buildings B, F, and H (BP 6) to PGC Construction, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
1	PGC Construction, Inc.	(\$10,000.00)
	Bid Amount:	\$161,500.00
	Revised Total Project Amount:	\$151,500.00

The change order results in a net decrease of \$10,000.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order for Bid 19-20-29F, Ayala HS Alterations-Phase 2, Buildings B, F, and H (BP 6).

**FISCAL IMPACT**

(\$10,000.00) to Building Fund 21.

NE:GJS:pw

bd 06/17/21 ✓



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
Facilities, Planning and Operations Division  
5130 Riverside Drive  
Chino, CA 91710  
Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

### CHANGE ORDER

DATE: 05/11/2021 BID #: 19-20-29F CHANGE ORDER: 001

PROJECT: Ayala HS Alterations Phase 2 – Buildings B, F and H

DSA APPLICATION #: 04-118029 DSA FILE #: 36-11

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: BP 06 – PGC Construction, Inc.

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

ITEM NO. 1:	Description:	Remaining Unused Allowance credited back to CVUSD
	Reason:	Unused Allowances
	Document Ref:	SOV Remaining Allowance Amount line item 3, column H.
	Requested by:	District
	Change in Contract Sum:	(\$10,000.00) / DEDUCT
	Time Extension:	0 Calendar days


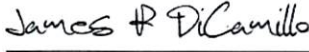

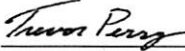



\*END OF CHANGE ORDER NO. 001 ITEMS\*

### CONTRACT SUMMARY

The original contract amount was:	<u>\$161,500.00</u>
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be increased/decreased by this Change Order:	<u>(\$10,000.00)</u>
The new contract amount including this change order will be:	<u>\$151,500.00</u>
The original contract completion date:	<u>04/01/2021</u>
The contract time will be increased/decreased by days:	<u>0</u>
The date of completion as a result of this Change Order is:	<u>04/01/2021</u>

---

**APPROVED BY:**

 Contractor (PGC Construction, Inc.)	Phillip Champan / President Print Name / Title	05/21/2021 Date
 Architect (WLC Architects)	Jim DiCamillo / President, Architect, AIA LEED AP Print Name / Title	05/25/2021 Date
 DSA Inspector of Record (Knowland Construction Services)	Ken Burr / DSA Inspector Print Name / Title	05/24/2021 Date
 Construction/Project Manager (Balfour Beatty)	Trevor Perry / Project Manager Print Name / Title	5/11/2021 Date
 CVUSD Construction Coordinator	Sam Sousa / Construction Coordinator, Maintenance, Operations & Construction Print Name / Title	5/26/21 Date
 Director, M.O.C. Planning	Beverly Beemer / Director of Planning, Facilities, Planning & Operations Department Print Name / Title	6/1/2021 Date
 Owner (authorized agent)	Gregory Stachura / Assistant Superintendent, Facilities, Planning & Operations Department Print Name / Title	5/27/21 Date

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 17, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations  
**SUBJECT: CHANGE ORDER FOR BID 19-20-29F, AYALA HS ALTERATIONS-PHASE 2, BUILDINGS B, F, AND H (BP 7)**

=====

**BACKGROUND**

On April 16, 2020, the Board of Education awarded Bid 19-20-29F, Ayala HS Alterations-Phase 2, Buildings B, F, and H (BP 7) to Floored Tile and Stone. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
1	Floored Tile and Stone	(\$117.17)
	Bid Amount:	\$142,000.00
	Revised Total Project Amount:	\$141,882.83

The change order results in a net decrease of \$117.17 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order for Bid 19-20-29F, Ayala HS Alterations-Phase 2, Buildings B, F, and H (BP 7).

**FISCAL IMPACT**

(\$117.17) to Building Fund 21.

NE:GJS:pw

bd 061721 ✓



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

Facilities, Planning and Operations Division

5130 Riverside Drive

Chino, CA 91710

Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

**CHANGE ORDER**

DATE: 05/11/2021 BID #: 19-20-29F CHANGE ORDER: 001

PROJECT: Ayala HS Alterations Phase 2 – Buildings B, F and H

DSA APPLICATION #: 04-118029 DSA FILE #: 36-11

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: BP 07 – Floored Tile & Stone

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

ITEM NO. 1:	Description:	Remaining Unused Allowance credited back to CVUSD
	Reason:	Unused Allowances
	Document Ref:	SOV Remaining Allowance Amount line item 4, column H.
	Requested by:	District
	Change in Contract Sum:	(\$117.17) / DEDUCT
	Time Extension:	0 Calendar days

\*END OF CHANGE ORDER NO. 001 ITEMS\*

**CONTRACT SUMMARY**

The original contract amount was: \$142,000.00

Previously approved change order amount(s): \$0.00

The contract amount will be increased/decreased by this Change Order: (\$117.17)

The new contract amount including this change order will be: \$141,882.83

The original contract completion date: 04/01/2021

The contract time will be increased/decreased by days: 0

The date of completion as a result of this Change Order is: 04/01/2021



**APPROVED BY:**

 Contractor (Floored Tile & Stone)	John Bateman / President Print Name / Title	05/19/2021 Date
 Architect (WLC Architects)	Jim DiCamillo / President, Architect, AIA LEED AP Print Name / Title	05/25/2021 Date
 DSA Inspector of Record (Knowland Construction Services)	Ken Burr / DSA Inspector Print Name / Title	05/24/2021 Date
 Construction/Project Manager (Balfour Beatty)	Trevor Perry / Project Manager Print Name / Title	5/11/2021 Date
 CVUSD Construction Coordinator	Sam Sousa / Construction Coordinator, Maintenance, Operations & Construction Print Name / Title	5/26/21 Date
 Director, M.O.C. Planning	Beverly Beemer / Director of Planning, Facilities, Planning & Operations Department Print Name / Title	6/1/2021 Date
 Owner (authorized agent)	Gregory Stachura / Assistant Superintendent, Facilities, Planning & Operations Department Print Name / Title	5/27/21 Date

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 17, 2021

**TO:** Members, Board of Education

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

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

**SUBJECT: CHANGE ORDER FOR BID 19-20-29F, AYALA HS ALTERATIONS-PHASE 2, BUILDINGS B, F, AND H (BP 8)**

=====

**BACKGROUND**

On April 16, 2020, the Board of Education awarded Bid 19-20-29F, Ayala HS Alterations-Phase 2, Buildings B, F, and H (BP 8) to CG Acoustics, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
1	CG Acoustics, Inc.	(\$11,193.56)
	Bid Amount:	\$249,405.00
	Revised Total Project Amount:	\$238,211.44

The change order results in a net decrease of \$11,193.56 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order for Bid 19-20-29F, Ayala HS Alterations-Phase 2, Buildings B, F, and H (BP 8).

**FISCAL IMPACT**

(\$11,193.56) to Building Fund 21.

NE:GJS:pw

bd 061721 ✓



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

Facilities, Planning and Operations Division

5130 Riverside Drive

Chino, CA 91710

Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

**CHANGE ORDER**

DATE: 05/11/2021 BID #: 19-20-29F CHANGE ORDER: 001

PROJECT: Ayala HS Alterations Phase 2 – Buildings B, F and H

DSA APPLICATION #: 04-118029 DSA FILE #: 36-11

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: BP 08 – CG Acoustics

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

ITEM NO. 1:	Description:	Remaining Unused Allowance credited back to CVUSD
	Reason:	Unused Allowances
	Document Ref:	SOV Remaining Allowance Amount line items 2 through 5, column H.
	Requested by:	District
	Change in Contract Sum:	(\$11,193.56) / DEDUCT
	Time Extension:	0 Calendar days

\*END OF CHANGE ORDER NO. 001 ITEMS\*

**CONTRACT SUMMARY**

The original contract amount was:	<u>\$249,405.00</u>
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be increased/decreased by this Change Order:	<u>(\$11,193.56)</u>
The new contract amount including this change order will be:	<u>\$238,211.44</u>
The original contract completion date:	<u>04/01/2021</u>
The contract time will be increased/decreased by days:	<u>0</u>
The date of completion as a result of this Change Order is:	<u>04/01/2021</u>

**APPROVED BY:**

*Christopher Genter*

Contractor (CG Acoustics, Inc.)

Christopher Genter / President  
Print Name / Title

05/19/2021  
Date

*James R DiCamillo*

Architect (WLC Architects)

Jim DiCamillo / President, Architect, AIA LEED AP  
Print Name / Title

05/22/2021  
Date

*Ken Burr*

DSA Inspector of Record  
(Knowland Construction Services)

Ken Burr / DSA Inspector  
Print Name / Title

05/21/2021  
Date

*Trevor Perry*

Construction/Project Manager  
(Balfour Beatty)

Trevor Perry / Project Manager  
Print Name / Title

5/11/2021  
Date

*Sam Sousa*

CVUSD Construction Coordinator

Sam Sousa / Construction Coordinator, Maintenance,  
Operations & Construction  
Print Name / Title

5/26/21  
Date

*BB*

Director, ~~M.O.S.~~ Planning

Beverly Beemer / Director of Planning, Facilities,  
Planning & Operations Department  
Print Name / Title

6/1/2021  
Date

*Gregory Stachura*

Owner (authorized agent)

Gregory Stachura / Assistant Superintendent, Facilities,  
Planning & Operations Department  
Print Name / Title

5/27/21  
Date

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 17, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations  
**SUBJECT: CHANGE ORDER FOR BID 19-20-29F, AYALA HS ALTERATIONS-PHASE 2, BUILDINGS B, F, AND H (BP 9)**

=====

**BACKGROUND**

On April 16, 2020, the Board of Education awarded Bid 19-20-29F, Ayala HS Alterations-Phase 2, Buildings B, F, and H (BP 9) to Cramer Painting, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
1	Cramer Painting, Inc.	(\$15,541.00)
	Bid Amount:	\$149,200.00
	Revised Total Project Amount:	\$133,659.00

The change order results in a net decrease of \$15,541.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order for Bid 19-20-29F, Ayala HS Alterations-Phase 2, Buildings B, F, and H (BP 9).

**FISCAL IMPACT**

(\$15,541.00) to Building Fund 21.

NE:GJS:pw

bd 061721 ✓



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
Facilities, Planning and Operations Division  
5130 Riverside Drive  
Chino, CA 91710  
Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

## CHANGE ORDER

DATE: 05/11/2021 BID #: 19-20-29F CHANGE ORDER: 001

PROJECT: Ayala HS Alterations Phase 2 – Buildings B, F and H

DSA APPLICATION #: 04-118029 DSA FILE #: 36-11

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: BP 09 – Cramer Painting

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

ITEM NO. 1:	Description:	Remaining Unused Allowance credited back to CVUSD
	Reason:	Unused Allowances
	Document Ref:	SOV Remaining Allowance Amount line items 5 and 6, column H.
	Requested by:	District
	Change in Contract Sum:	(\$15,541.00) / DEDUCT
	Time Extension:	0 Calendar days

\*END OF CHANGE ORDER NO. 001 ITEMS\*

### CONTRACT SUMMARY

The original contract amount was:	<u>\$149,200.00</u>	✓
Previously approved change order amount(s):	<u>\$0.00</u>	✓
The contract amount will be increased/decreased by this Change Order:	<u>(\$15,541.00)</u>	✓
The new contract amount including this change order will be:	<u>\$133,659.00</u>	✓
The original contract completion date:	<u>04/01/2021</u>	
The contract time will be increased/decreased by days:	<u>0</u>	
The date of completion as a result of this Change Order is:	<u>04/01/2021</u>	

**APPROVED BY:**

*Steven L Cramer*

Contractor (Cramer Painting)

Steve Cramer / President  
Print Name / Title

05/19/2021  
Date

*James R DiCamillo*

Architect (WLC Architects)

Jim DiCamillo / President, Architect, AIA LEED AP  
Print Name / Title

05/22/2021  
Date

*KB*

DSA Inspector of Record  
(Knowland Construction Services)

Ken Burr / DSA Inspector  
Print Name / Title

05/21/2021  
Date

*Trevor Perry*

Construction/Project Manager  
(Balfour Beatty)

Trevor Perry / Project Manager  
Print Name / Title

5/11/2021  
Date

*Sam Sousa*

CVUSD Construction Coordinator

Sam Sousa / Construction Coordinator, Maintenance,  
Operations & Construction  
Print Name / Title

5/26/21  
Date

*BB*

Director, M.O.C. Planning

Beverly Beemer / Director of Planning, Facilities,  
Planning & Operations Department  
Print Name / Title

6/1/2021  
Date

*Gregory Stachura*

Owner (authorized agent)

Gregory Stachura / Assistant Superintendent, Facilities,  
Planning & Operations Department  
Print Name / Title

5/27/21  
Date

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 17, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations  
**SUBJECT: CHANGE ORDER FOR BID 19-20-29F, AYALA HS ALTERATIONS-PHASE 2, BUILDINGS B, F, AND H (BP 10)**

=====

**BACKGROUND**

On April 16, 2020, the Board of Education awarded Bid 19-20-29F, Ayala HS Alterations-Phase 2, Buildings B, F, and H (BP 10) to AJ Fistes, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
1	AJ Fistes, Inc.	(\$52,866.14)
	Bid Amount:	\$605,700.00
	Revised Total Project Amount:	\$552,833.86

The change order results in a net decrease of \$52,866.14 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order for Bid 19-20-29F, Ayala HS Alterations-Phase 2, Buildings B, F, and H (BP 10).

**FISCAL IMPACT**

(\$52,866.14) to Building Fund 21.

NE:GJS:pw





**APPROVED BY:**

 Contractor (AJ Fistes)	Jake Fistes / Vice President Print Name / Title	05/20/2021 Date
 Architect (WLC Architects)	Jim DiCamillo / President, Architect, AIA LEED AP Print Name / Title	05/21/2021 Date
 DSA Inspector of Record (Knowland Construction Services)	Ken Burr / DSA Inspector Print Name / Title	05/21/2021 Date
 Construction/Project Manager (Balfour Beatty)	Trevor Perry / Project Manager Print Name / Title	5/11/2021 Date
 CVUSD Construction Coordinator	Sam Sousa / Construction Coordinator, Maintenance, Operations & Construction Print Name / Title	5/20/21 Date
 Director, M.O.C.	Beverly Beemer / Director of Planning, Facilities, Planning & Operations Department Print Name / Title	6/1/2021 Date
 Owner (authorized agent)	Gregory Stachura / Assistant Superintendent, Facilities, Planning & Operations Department Print Name / Title	5/27/21 Date

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 17, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations  
**SUBJECT: CHANGE ORDER FOR BID 19-20-29F, AYALA HS ALTERATIONS-PHASE 2, BUILDINGS B, F, AND H (BP 11)**

=====

**BACKGROUND**

On April 16, 2020, the Board of Education awarded Bid 19-20-29F, Ayala HS Alterations-Phase 2, Buildings B, F, and H (BP 11) to K & Z Cabinet Company, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
1	K & Z Cabinet Company, Inc.	(\$24,147.00)
	Bid Amount:	\$465,210.00
	Revised Total Project Amount:	\$441,063.00

The change order results in a net decrease of \$24,147.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order for Bid 19-20-29F, Ayala HS Alterations-Phase 2, Buildings B, F, and H (BP 11).

**FISCAL IMPACT**

(\$24,147.00) to Building Fund 21.

NE:GJS:pw

b2061721 ✓



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
 Facilities, Planning and Operations Division  
 5130 Riverside Drive  
 Chino, CA 91710  
 Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

**CHANGE ORDER**

DATE: 05/11/2021 BID #: 19-20-29F CHANGE ORDER: 001

PROJECT: Ayala HS Alterations Phase 2 – Buildings B, F and H

DSA APPLICATION #: 04-118029 DSA FILE #: 36-11

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: BP 11 – K & Z Cabinet Company, Inc.

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


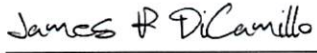

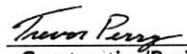



ITEM NO. 1:	Description:	Remaining Unused Allowance credited back to CVUSD
	Reason:	Unused Allowances
	Document Ref:	SOV Remaining Allowance Amount line items 4 through 6, column H.
	Requested by:	District
	Change in Contract Sum:	(\$24,147) / DEDUCT
	Time Extension:	0 Calendar days

\*END OF CHANGE ORDER NO. 001 ITEMS\*

**CONTRACT SUMMARY**

The original contract amount was:	<u>\$465,210.00</u>
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be increased/decreased by this Change Order:	<u>(\$24,147.00)</u>
The new contract amount including this change order will be:	<u>\$441,063.00</u>
The original contract completion date:	<u>04/01/2021</u>
The contract time will be increased/decreased by days:	<u>0</u>
The date of completion as a result of this Change Order is:	<u>04/01/2021</u>

**APPROVED BY:**

 Contractor (K & Z Cabinet Company, Inc.)	Dennis Chan / President Print Name / Title	05/21/2021 Date
 Architect (WLC Architects)	Jim DiCamillo / President, Architect, AIA LEED AP Print Name / Title	05/22/2021 Date
 DSA Inspector of Record (Knowland Construction Services)	Ken Burr / DSA Inspector Print Name / Title	05/21/2021 Date
 Construction/Project Manager (Balfour Beatty)	Trevor Perry / Project Manager Print Name / Title	5/11/2021 Date
 CVUSD Construction Coordinator	Sam Sousa / Construction Coordinator, Maintenance, Operations & Construction Print Name / Title	5/26/21 Date
 Director, <del>M.O.C.</del> Planning	Beverly Beemer / Director of Planning, Facilities, Planning & Operations Department Print Name / Title	6/1/2021 Date
 Owner (authorized agent)	Gregory Stachura / Assistant Superintendent, Facilities, Planning & Operations Department Print Name / Title	5/27/21 Date

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 17, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations  
**SUBJECT: CHANGE ORDER FOR BID 19-20-29F, AYALA HS ALTERATIONS-PHASE 2, BUILDINGS B, F, AND H (BP 12)**

=====  
**BACKGROUND**

On April 16, 2020, the Board of Education awarded Bid 19-20-29F, Ayala HS Alterations-Phase 2, Buildings B, F, and H (BP 12) to Continental Flooring, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
1	Continental Flooring, Inc.	(\$2,079.26)
	Bid Amount:	\$187,721.00
	Revised Total Project Amount:	\$185,641.74

The change order results in a net decrease of \$2,079.26 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order for Bid 19-20-29F, Ayala HS Alterations-Phase 2, Buildings B, F, and H (BP 12).

**FISCAL IMPACT**

(\$2,079.26) to Building Fund 21.

NE:GJS:pw

bd 061721 ✓



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

Facilities, Planning and Operations Division

5130 Riverside Drive

Chino, CA 91710

Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

**CHANGE ORDER**

DATE: 05/11/2021 BID #: 19-20-29F CHANGE ORDER: 001

PROJECT: Ayala HS Alterations Phase 2 – Buildings B, F and H

DSA APPLICATION #: 04-118029 DSA FILE #: 36-11

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: BP 12 – Continental Flooring, Inc.

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

ITEM NO. 1:	Description:	Remaining Unused Allowance credited back to CVUSD
	Reason:	Unused Allowances
	Document Ref:	SOV Remaining Allowance Amount line items 5 and 6, column H.
	Requested by:	District
	Change in Contract Sum:	(\$2,079.26) / DEDUCT
	Time Extension:	0 Calendar days

\*END OF CHANGE ORDER NO. 001 ITEMS\*

**CONTRACT SUMMARY**

The original contract amount was:	<u>\$187,721.00</u>	✓
Previously approved change order amount(s):	<u>\$0.00</u>	✓
The contract amount will be increased/decreased by this Change Order:	<u>(\$2,079.26)</u>	✓
The new contract amount including this change order will be:	<u>\$185,641.74</u>	✓
The original contract completion date:	<u>04/01/2021</u>	
The contract time will be increased/decreased by days:	<u>0</u>	
The date of completion as a result of this Change Order is:	<u>04/01/2021</u>	

**APPROVED BY:**

Todd Distelrath  
Contractor (Continental Flooring, Inc.)

Todd Distelrath / President  
Print Name / Title

05/20/2021  
Date

James R DiCamillo  
Architect (WLC Architects)

Jim DiCamillo / President, Architect, AIA LEED AP  
Print Name / Title

05/20/2021  
Date

LT  
DSA Inspector of Record  
(Knowland Construction Services)

Ken Burr / DSA Inspector  
Print Name / Title

05/20/2021  
Date

Trevor Perry  
Construction/Project Manager  
(Balfour Beatty)

Trevor Perry / Project Manager  
Print Name / Title

5/11/2021  
Date

MS  
CVUSD Construction Coordinator

Sam Sousa / Construction Coordinator, Maintenance,  
Operations & Construction  
Print Name / Title

5/26/21  
Date

BB  
Director, M.O.C. Planning

Beverly Beemer / Director of Planning, Facilities,  
Planning & Operations Department  
Print Name / Title

6/1/2021  
Date

GD  
Owner (authorized agent)

Gregory Stachura / Assistant Superintendent, Facilities,  
Planning & Operations Department  
Print Name / Title

5/27/21  
Date



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 17, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations  
**SUBJECT: CHANGE ORDER FOR BID 19-20-29F, AYALA HS ALTERATIONS-PHASE 2, BUILDINGS B, F, AND H (BP 13)**

=====  
**BACKGROUND**

On April 16, 2020, the Board of Education awarded Bid 19-20-29F, Ayala HS Alterations-Phase 2, Buildings B, F, and H (BP 13) to JG Tate Fire Protection Services, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
1	JG Tate Fire Protection Services, Inc.	(\$4,842.94)
	Bid Amount:	\$54,321.00
	Revised Total Project Amount:	\$49,478.06

The change order results in a net decrease of \$4,842.94 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order for Bid 19-20-29F, Ayala HS Alterations-Phase 2, Buildings B, F, and H (BP 13).

**FISCAL IMPACT**

(\$4,842.94) to Building Fund 21.

NE:GJS:pw



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

Facilities, Planning and Operations Division

5130 Riverside Drive

Chino, CA 91710

Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

**CHANGE ORDER**

DATE: 05/11/2021 BID #: 19-20-29F CHANGE ORDER: 001

PROJECT: Ayala HS Alterations Phase 2 – Buildings B, F and H

DSA APPLICATION #: 04-118029 DSA FILE #: 36-11

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: BP 13 – JG Tate Fire Protection Services, Inc.

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

ITEM NO. 1:	Description:	Remaining Unused Allowance credited back to CVUSD
	Reason:	Unused Allowances
	Document Ref:	SOV Remaining Allowance Amount line items 7 through 10, column H.
	Requested by:	District
	Change in Contract Sum:	(\$4,842.94) / DEDUCT
	Time Extension:	0 Calendar days

\*END OF CHANGE ORDER NO. 001 ITEMS\*

**CONTRACT SUMMARY**

The original contract amount was:	<u>\$54,321.00</u>	✓
Previously approved change order amount(s):	<u>\$0.00</u>	✓
The contract amount will be increased/ <u>decreased</u> by this Change Order:	<u>(\$4,842.94)</u>	✓
The new contract amount including this change order will be:	<u>\$49,478.06</u>	✓




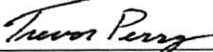



The original contract completion date: 04/01/2021

The contract time will be increased/decreased by days: 0

The date of completion as a result of this Change Order is: 04/01/2021

Change Order No. 001

**APPROVED BY:**

 Contractor (JG Tate Fire Protection Services, Inc.)	James Tate / President Print Name / Title	05/25/2021 Date
 Architect (WLC Architects)	Jim DiCamillo / President, Architect, AIA LEED AP Print Name / Title	05/25/2021 Date
 DSA Inspector of Record (Knowland Construction Services)	Ken Burr / DSA Inspector Print Name / Title	05/25/2021 Date
 Construction/Project Manager (Balfour Beatty)	Trevor Perry / Project Manager Print Name / Title	05/11/2021 Date
 CVUSD Construction Coordinator	Sam Sousa / Construction Coordinator, Maintenance, Operations & Construction Print Name / Title	5/26/21 Date
 Director, M.O.C. Planning	Beverly Beemer / Director of Planning, Facilities, Planning & Operations Department Print Name / Title	6/1/2021 Date
 Owner (authorized agent)	Gregory Stachura / Assistant Superintendent, Facilities, Planning & Operations Department Print Name / Title	5/27/21 Date

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 17, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations  
**SUBJECT: CHANGE ORDER FOR BID 19-20-29F, AYALA HS ALTERATIONS-PHASE 2, BUILDINGS B, F, AND H (BP 15)**

=====

**BACKGROUND**

On April 16, 2020, the Board of Education awarded Bid 19-20-29F, Ayala HS Alterations-Phase 2, Buildings B, F, and H (BP 15) to Franklin Mechanical Systems, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
1	Franklin Mechanical Systems, Inc.	(\$12,499.21)
	Bid Amount:	\$750,500.00
	Revised Total Project Amount:	\$738,000.79

The change order results in a net decrease of \$12,499.21 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order for Bid 19-20-29F, Ayala HS Alterations-Phase 2, Buildings B, F, and H (BP 15).

**FISCAL IMPACT**

(\$12,499.21) to Building Fund 21.

NE:GJS:pw



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

Facilities, Planning and Operations Division

5130 Riverside Drive

Chino, CA 91710

Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

**CHANGE ORDER**

DATE: 05/11/2021 BID #: 19-20-29F CHANGE ORDER: 001

PROJECT: Ayala HS Alterations Phase 2 – Buildings B, F and H

DSA APPLICATION #: 04-118029 DSA FILE #: 36-11

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: BP 15 – Franklin Mechanical, Inc.

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

ITEM NO. 1:	Description:	Remaining Unused Allowance credited back to CVUSD
	Reason:	Unused Allowances
	Document Ref:	SOV Remaining Allowance Amount line items 33, 36 and 37, column H.
	Requested by:	District
	Change in Contract Sum:	(\$12,499.21) / DEDUCT
	Time Extension:	0 Calendar days

\*END OF CHANGE ORDER NO. 001 ITEMS\*

**CONTRACT SUMMARY**

The original contract amount was:	<u>\$750,500.00</u>
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be increased/decreased by this Change Order:	<u>(\$12,499.21)</u>
The new contract amount including this change order will be:	<u>\$738,000.79</u>
The original contract completion date:	<u>04/01/2021</u>
The contract time will be increased/decreased by days:	<u>0</u>
The date of completion as a result of this Change Order is:	<u>04/01/2021</u>

**APPROVED BY:**

  
Contractor (Franklin Mechanical, Inc.)

Vincent Franklin / CEO  
Print Name / Title

05/19/2021  
Date

  
Architect (WLC Architects)


Jim DiCamillo / President, Architect, AIA LEED AP  
Print Name / Title

05/22/2021  
Date

  
DSA Inspector of Record  
(Knowland Construction Services)

Ken Burr / DSA Inspector  
Print Name / Title

05/21/2021  
Date

  
Construction/Project Manager  
(Balfour Beatty)

Trevor Perry / Project Manager  
Print Name / Title

5/11/2021  
Date

  
CVUSD Construction Coordinator

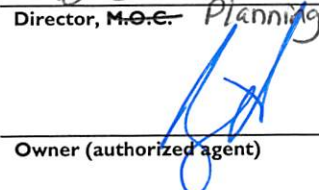
Sam Sousa / Construction Coordinator, Maintenance,  
Operations & Construction  
Print Name / Title

5/26/21  
Date

  
Director, ~~M.O.C.~~ Planning

Beverly Beemer / Director of Planning, Facilities,  
Planning & Operations Department  
Print Name / Title

6/1/2021  
Date

  
Owner (authorized agent)

Gregory Stachura / Assistant Superintendent, Facilities,  
Planning & Operations Department  
Print Name / Title

5/27/21  
Date

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 17, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations  
**SUBJECT: CHANGE ORDER FOR BID 19-20-29F, AYALA HS ALTERATIONS-PHASE 2, BUILDINGS B, F, AND H (BP 16)**

=====  
**BACKGROUND**

On April 16, 2020, the Board of Education awarded Bid 19-20-29F, Ayala HS Alterations-Phase 2, Buildings B, F, and H (BP 16) to RDM Electric Company, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
1	RDM Electric Company, Inc.	(\$7,747.74)
	Bid Amount:	\$3,548,000.00
	Revised Total Project Amount:	\$3,540,252.26

The change order results in a net decrease of \$7,747.74 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order for Bid 19-20-29F, Ayala HS Alterations-Phase 2, Buildings B, F, and H (BP 16).

**FISCAL IMPACT**

(\$7,747.74) to Building Fund 21.

NE:GJS:pw

62061721 ✓



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

Facilities, Planning and Operations Division  
5130 Riverside Drive  
Chino, CA 91710  
Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

**CHANGE ORDER**

DATE: 5/11/2021 BID #: 19-20-29F CHANGE ORDER: 001

PROJECT: Ayala HS Alterations Phase 2 – Buildings B, F and H

DSA APPLICATION #: 04-118029 DSA FILE #: 36-11

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: BP 16 – RDM Electric Company, Inc.

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

ITEM NO. 1:	Description:	Remaining Unused Allowance credited back to CVUSD
	Reason:	Unused Allowances
	Document Ref:	SOV Remaining Allowance Amount line items 6 through 9, column H.
	Requested by:	District
	Change in Contract Sum:	(\$7,747.74) / DEDUCT
	Time Extension:	0 Calendar days



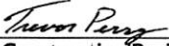


\*END OF CHANGE ORDER NO. 001 ITEMS\*

**CONTRACT SUMMARY**

The original contract amount was:	<u>\$3,548,000.00</u>	✓
Previously approved change order amount(s):	<u>\$0.00</u>	✓
The contract amount will be increased/decreased by this Change Order:	<u>(\$7,747.74)</u>	✓
The new contract amount including this change order will be:	<u>\$3,540,252.26</u>	✓
The original contract completion date:	<u>04/01/2021</u>	
The contract time will be increased/decreased by days:	<u>0</u>	
The date of completion as a result of this Change Order is:	<u>04/01/2021</u>	



**APPROVED BY:**

 Contractor (RDM Electric Company, Inc.)	Robert McDonnell / President Print Name / Title	05/20/2021 Date
 Architect (WLC Architects)	Jim DiCamillo / President, Architect, AIA LEED AP Print Name / Title	05/20/2021 Date
 DSA Inspector of Record (Knowland Construction Services)	Ken Burr / DSA Inspector Print Name / Title	05/20/2021 Date
 Construction/Project Manager (Balfour Beatty)	Trevor Perry / Project Manager Print Name / Title	5/11/2021 Date
 CVUSD Construction Coordinator	Sam Sousa / Construction Coordinator, Maintenance, Operations & Construction Print Name / Title	5/26/21 Date
 Director, <del>M.O.C.</del> Planning	Beverly Beemer / Director of Planning, Facilities, Planning & Operations Department Print Name / Title	6/1/2021 Date
 Owner (authorized agent)	Gregory Stachura / Assistant Superintendent, Facilities, Planning & Operations Department Print Name / Title	5/27/21 Date

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 17, 2021

**TO:** Members, Board of Education

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

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

**SUBJECT: CHANGE ORDER FOR BID 19-20-31F, CANYON HILLS JHS AND TOWNSEND JHS ALTERATIONS (BP 09-04)**

=====

**BACKGROUND**

On July 16, 2020, the Board of Education awarded Bid 19-20-31F, Canyon Hills JHS and Townsend JHS (BP 09-04) to Pro Installations, Inc. dba ProSpectra Contract Flooring. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
2-Canyon Hills JHS	Pro Installations, Inc. dba ProSpectra Contract Flooring	\$48,401.00
	Bid Amount:	\$167,600.00
	Revised Total Project Amount:	\$216,001.00

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
2-Townsend JHS	Pro Installations, Inc. dba ProSpectra Contract Flooring	\$35,084.00
	Bid Amount:	\$168,000.00
	Revised Total Project Amount:	\$203,084.00

Change order #1 results in no change to the construction cost or contract time; only rephrases building construction within contract time. Change order #2 results in a net increase of \$83,485.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

The total change order amount for change order #2 exceeds the legal limit of 10% of the total bid amount. This change order item represents work required specifically due to unforeseen field conditions and/or code requirements. County Counsel has reviewed and approved exceeding 10% of the total contract amount.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 09-04).

**FISCAL IMPACT**

\$83,485.00 to Building Fund 21.

NE:GJS:pw



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

Facilities, Planning and Operations Division

5130 Riverside Drive

Chino, CA 91710

Telephone: 909.628.1202, Ext. 145 Fax: 909.548.6034

**CHANGE ORDER**

DATE: 9/1/20 BID #: 19-20-31F CHANGE ORDER: 001

PROJECT: Canyon Hills & Townsend Junior High School Modernization Projects – Alterations

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

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects, Inc.

BID PACKAGE: BP#09-04 CONTRACTOR: Pro Installations, Inc. dba ProSpectra Contract Flooring

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

**Canyon Hills Jr. High School**

DSA Application #A04-117236 / DSA File #36-11

ITEM NO. 1:	Description:	Phase 2 - Building A, B & Site Work Schedule Resequencing
	Reason:	Resequencing of Building A Specialty Classrooms, Building B Lockers Rooms/Classrooms and Concrete & Fencing Sitework to Phase 2 of Construction Schedule as noted on Canyon Hills JHS Project Schedule dated 8/21/20 and Phasing Plan dated 8/21/20.
	Document Ref:	Change Order Request No. C-001 (PCO No. C-006)
	Requested by:	District
	Change in Contract Sum:	\$0.00 / ADD
	Time Extension:	0 Calendar days

**Townsend Jr. High School**

DSA Application #A04-117235 / DSA File #36-11

ITEM NO. 1:	Description:	Phase 2 - Building A, B & Site Work Schedule Resequencing
	Reason:	Resequencing of Building A Specialty Classrooms, Building B Lockers Rooms/Classrooms and Concrete & Fencing Sitework to Phase 2 of Construction Schedule as noted on Townsend JHS Project Schedule dated 8/21/20 and Phasing Plan dated 8/21/20.

Document Ref: Change Order Request No. T-001 (PCO No. T-006)  
 Requested by: District  
 Change in Contract Sum: \$0.00 / ADD  
 Time Extension: 0 Calendar days

\*END OF CHANGE ORDER NO. 001 ITEMS\*

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### SCHOOL SITE SUMMARY

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School	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Canyon Hills JHS	\$167,600.00	\$0.00	\$0.00	\$167,600.00
Townsend JHS	\$168,000.00	\$0.00	\$0.00	\$168,000.00
<b>Total</b>	<b>\$335,600.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$335,600.00</b>

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### CONTRACT SUMMARY

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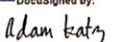


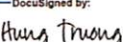

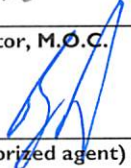
The original contract amount was:	<u>\$335,600.00</u>
Net previous change order amount(s):	<u>\$0.00</u>
The contract amount will be increased/decreased by this Change Order:	<u>\$0.00</u>
The new contract amount including this change order will be:	<u>\$335,600.00</u>
The original contract completion date:	<u>01/14/22</u>
The contract time will be increased/decreased by days:	<u>0</u>
The date of completion as a result of this Change Order is:	<u>01/14/22</u>

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

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**APPROVED BY:**

<small>DocuSigned by:</small>  <small>78E127F06010823</small> <b>Adam Katz</b> <hr/> <b>Pro Installations, Inc. dba ProSpectra</b> <b>Contract Flooring (Contractor)</b>	Adam Katz <hr/> <b>Account Manager</b> <hr/> <b>Print Name / Title</b>	10/22/2020   12:44 PD <hr/> <b>Date</b>
<small>DocuSigned by:</small>  <small>80FF9F2F3A934DB</small> <b>Jim DiCamillo</b> <hr/> <b>WLC Architects Inc. (Architect)</b>	Jim DiCamillo / President <hr/>	10/22/2020   12:47 PD <hr/> <b>Date</b>
<small>DocuSigned by:</small>  <small>F32A8F0311E44FE</small> <b>Kirk Jesse</b> <hr/> <b>DSA Inspector of Record</b>	Kirk Jesse / Inspector of Record <hr/>	10/22/2020   14:57 PD <hr/> <b>Date</b>
<small>DocuSigned by:</small>  <small>0918C4C31044E8</small> <b>Hung Truong</b> <hr/> <b>Construction Manager (CW Driver)</b>	Hung Truong / Senior Project Manager <hr/>	10/22/2020   15:20 PC <hr/> <b>Date</b>
 <hr/> <b>CVUSD Construction Coordinator</b>	Cesar Portugal / Construction Coordinator, Maintenance, Operations & Construction <hr/>	5/27/21 <hr/> <b>Date</b>
N/A BB <hr/> <b>CVUSD Director, M.O.C.</b>	Beverly Beemer / Director of Planning Martin Silveira / Director of Maintenance, Operations and Construction <hr/>	6/1/2021 <hr/> <b>Date</b>
 <hr/> <b>CVUSD (authorized agent)</b>	Greg Stachura / Assistant Superintendent, Facilities, Planning & Operations Department <hr/>	5/27/21 <hr/> <b>Date</b>



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

# CHANGE ORDER

Date: 04/30/2021 BID/ CUPCAA #: 19-20-31F Change Order #: 002

Project Title: Canyon Hills & Townsend Junior High School Modernization Projects – Alterations

Owner: Chino Valley Unified School District DSA Application #: #A04-117236 / #A04-117235 DSA File #: #36-11

Architect: PBK-WLC Architects Inc. Contractor: Pro Installations, Inc. dba ProSpectra Contract Flooring (BP 09-04)

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


ITEM NO. 1:

Description: Canyon Hills Jr. HS - Bldg A, B & D Excessive Unforeseen Floor Prep Repairs  
Reason: Additional floor prep required for ADA and DSA compliance of new flooring material due to unforeseen condition of existing concrete slab in Building A, B & D discovered after removed of existing flooring. (ref: ProSpectra Change Orders C-005, C-096, C-118 & C-143)

Document Ref: Change Order Request No. C-004 (PCO's No. C-005, C-096, C-118 & C-143)

Requested by: District

Change in Contract Sum: \$17,755.00 / ADD

Time Extension: 0 Calendar Days 


ITEM NO. 2:

Description: Canyon Hills Jr. HS - RFI#271 & 272 Woodshop & Kitchen Epoxy Flooring  
Reason: Installing epoxy flooring in the workshop and kitchen freezer room pursuant to RFI#271 & 272 due to ADA and DSA compliance / unforeseen conditions of existing concrete slab after removal of old flooring. (ref: ProSpectra Change Orders C-105 & C-106)

Document Ref: Change Order Request No. C-005 (PCO's No. C-105 & C-106)

Requested by: District

Change in Contract Sum: \$26,887.00/ ADD

Time Extension: 0 Calendar Days 


ITEM NO. 3:

Description: Canyon Hills Jr. HS - Demo Existing Schluter Strip & Float Floor in A126 & D108  
Reason: Demolished existing unforeseen Schluter strip that was discovered upon removal of existing flooring and the concrete area had to be repaired and floated to allow for installation of new flooring and meet ADA / DSA compliance. (ref: ProSpectra Change Order C-046)

Document Ref: Change Order Request No. C-006 (PCO No. C-046)

Requested by: District

Change in Contract Sum: \$3,759.00/ ADD

Time Extension: 0 Calendar Days 

ITEM NO. 4: Description: Townsend Jr. HS - Bldg A & D Excessive Unforeseen Floor Prep Repairs  
 Reason: Additional excessive floor prep required for iADA / DSA compliance of new flooring material due to unforeseen condition of existing concrete slab in Building A & D discovered after removed of existing flooring. (ref: ProSpectra Change Orders T-080 & T-128)  
 Document Ref: Change Order Request No. T-004 (PCO's No. T-080 & T-128)  
 Requested by: District  
 Change in Contract Sum: \$8,197.00/ ADD  
 Time Extension: 0 Calendar Days

ITEM NO. 5: Description: Townsend Jr. HS - RFI#265 & 266 Woodshop & Kitchen Epoxy Flooring  
 Reason: Installing epoxy flooring in the workshop and kitchen freezer room pursuant to RFI#265 & 266 due to ADA and DSA compliance / unforeseen condition of existing concrete slab after removal of old flooring. (ref: ProSpectra Change Orders T-090 & T-095)  
 Document Ref: Change Order Request No. T-005 (PCO's No. T-090 & T-095)  
 Requested by: District  
 Change in Contract Sum: \$26,887.00/ ADD  
 Time Extension: 0 Calendar Days

\*END OF CHANGE ORDER NO. 002 ITEMS\*

**PROJECT SUMMARY**

Location	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Canyon Hills Jr. HS	\$167,600.00	\$0.00	\$48,401.00	\$216,001.00
Townsend Jr. HS	\$168,000.00	\$0.00	\$35,084.00	\$203,084.00
<b>Totals:</b>	<b>\$335,600.00</b>	<b>\$0.00</b>	<b>\$83,485.00</b>	<b>\$419,085.00</b>

**CONTRACT SUMMARY**

The original contract amount was: \$335,600.00  
 Previously approved change order amount(s): \$0.00  
 The contract amount will be **increased** by this Change Order: \$83,485.00  
 The new contract amount including this change order will be: \$419,085.00  
 The original contract completion date: 01/14/2022  
 The contract time will be increased/decreased by days: 0 Days  
 The date of completion as a result of this Change Order is: 01/14/2022

**APPROVED BY:**

Steve Landreth President  
 Contractor – Pro Installations, Inc.  
 dba ProSpectra Contract Flooring

DocuSigned by:  
  
 787FFB2F96404E4...  
 Signature

05/25/2021 | 14:57 PDT  
 Date



Kirk Jesse  
Knowland Construction Services  
DSA Inspector of Record (if applicable)

DocuSigned by:  
*Kirk Jesse*  
F32A6F0311EA4FE...  
Signature

05/25/2021 | 20:02 PDT  
Date

Jim DiCamillo  
PBK-WLC Architects  
Architect / Engineer (if applicable)

DocuSigned by:  
*Jim DiCamillo*  
F3FE0739102D48D...  
Signature

05/25/2021 | 15:07 PDT  
Date

Hung Truong  
CW Driver Inc.  
Construction/Sr. Project Manager

DocuSigned by:  
*Hung Truong*  
DB919CAC3A0446B...  
Signature

05/25/2021 | 16:48 PDT  
Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

Cesar Portugal  
CVUSD Project Manager

*[Handwritten Signature]*  
Signature

5/27/21  
Date

Martin Silveira  
Director, Maintenance, Operations &  
Construction (if applicable)

N/A  
Signature

Date

Beverly Beemer  
Director, Planning (if applicable)

BB  
Signature

6/1/2021  
Date

Greg Stachura  
Owner (Authorized Agent)

*[Handwritten Signature]*  
Signature

5/27/21  
Date

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 17, 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**

=====

**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 2021/2022 SCHOOL YEAR****RESIGNATION**

MOORE, Richard	Assistant Principal – HS	Chino Hills HS	06/30/2021
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**RETIREMENT**

FIERRO-PURCELL, Anna (22 years of service)	Assistant Principal – HS	Chino HS	07/01/2021
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**HIRED AT APPROPRIATE PLACEMENT ON THE CERTIFICATED SALARY SCHEDULE AND APPROPRIATE CREDENTIAL FOR THE 2021/2022 SCHOOL YEAR**

SCOTT, Caroline	Instructional Coach	Elementary Curriculum	07/30/2021
NEUNER, Jeremy	Nurse Practitioner	Health Services	07/01/2021

**RESIGNATION**

TOLLIVER, Amanda	Elementary Teacher	Dickson ES	05/28/2021
MARTIN, Lauren	Elementary Teacher	Walnut ES	06/30/2021
IPSON, Michelle	Elementary Teacher	Wickman ES	05/28/2021

**RETIREMENT**

MARCHAND, Colette (14 years of service)	RSP Teacher	Don Lugo HS	06/03/2021
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**APPOINTMENT – EXTRA DUTY**

PROBST, Jonathan (NBM)	Band (B)	Townsend JHS	06/18/2021
WILSON, Zachary (NBM)	Band (B)	Townsend JHS	06/18/2021
ALFARO, Joaquin (NBM)	Football (B)	Ayala HS	06/18/2021
ALFARO, Jonathan (NBM)	Football (B)	Ayala HS	06/18/2021
ALLEN, Jeffrey	Track & Field (B)	Ayala HS	06/18/2021
AMELUXEN, John (NBM)	Softball (B)	Ayala HS	06/18/2021
AVILA, Bryce (NBM)	Wrestling (B)	Ayala HS	06/18/2021
BARAJAS, Ashlyn (NBM)	Cross Country (B)	Ayala HS	06/18/2021
BARAJAS, Ashlyn (NBM)	Track & Field (B)	Ayala HS	06/18/2021
BARD, Gregory (NBM)	Softball (B)	Ayala HS	06/18/2021
BARIN, Gassia (NBM)	Cheer (B)	Ayala HS	06/18/2021
BATAC, Dale (NBM)	Boys Basketball (B)	Ayala HS	06/18/2021
BATY, James	Football (B)	Ayala HS	06/18/2021
BHATT, Sameer	Boys Basketball (B)	Ayala HS	06/18/2021

**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.)			
BRUNIER, Grant (NBM)	Wrestling (B)	Ayala HS	06/18/2021
CALDERON, Derek (NBM)	Football (B)	Ayala HS	06/18/2021
CAMPBELL, Amy	Softball (B)	Ayala HS	06/18/2021
CAPPS, Ronald	Golf (B)	Ayala HS	06/18/2021
CASEY, Ryan (NBM)	Girls Soccer (B)	Ayala HS	06/18/2021
CEDERGREN, Andrew	Football (B)	Ayala HS	06/18/2021
CORDTS, Michael (NBM)	Water Polo (B)	Ayala HS	06/18/2021
DIMARCO, Tonino (NBM)	Cross Country (B)	Ayala HS	06/18/2021
DIMARCO, Tonino (NBM)	Track & Field (B)	Ayala HS	06/18/2021
DONOVAN, Kenny	Golf (B)	Ayala HS	06/18/2021
FAVELA, Marissa (NBM)	Girls Soccer (B)	Ayala HS	06/18/2021
FERNANDEZ, Lorraine (NBM)	Cross Country (B)	Ayala HS	06/18/2021
FERNANDEZ, Lorraine (NBM)	Track & Field (B)	Ayala HS	06/18/2021
FLORES, Bryan	Boys Basketball (B)	Ayala HS	06/18/2021
FLORES, Christian (NBM)	Boys Basketball (B)	Ayala HS	06/18/2021
FONACIER, Noah (NBM)	Water Polo (B)	Ayala HS	06/18/2021
FRAZIER, Jordan (NBM)	Boys Basketball (B)	Ayala HS	06/18/2021
GORDON, Moriah (NBM)	Volleyball (B)	Ayala HS	06/18/2021
GRACIA III, Arthur	Football (B)	Ayala HS	06/18/2021
HAMMOND, Dario (NBM)	Water Polo (B)	Ayala HS	06/18/2021
HAMMOND, Kevin (NBM)	Water Polo (B)	Ayala HS	06/18/2021
HARGETT, Daniel (NBM)	Boys Soccer (B)	Ayala HS	06/18/2021
HARRIGAN-COTA, Daniel (NBM)	Cross Country (B)	Ayala HS	06/18/2021
HARRIGAN-COTA, Daniel (NBM)	Track & Field (B)	Ayala HS	06/18/2021
HARRIS, Brian (NBM)	Girls Basketball (B)	Ayala HS	06/18/2021
JACKSON, Amber (NBM)	Girls Basketball (B)	Ayala HS	06/18/2021
JARAMILLO, Amanda (NBM)	Volleyball (B)	Ayala HS	06/18/2021
JUAREZ, Jorge (NBM)	Baseball (B)	Ayala HS	06/18/2021
KANNE, Tyler (NBM)	Baseball (B)	Ayala HS	06/18/2021
KLEIBACKER, Christian (NBM)	Track & Field (B)	Ayala HS	06/18/2021
KRANAWETTER, Timothy (NBM)	Football (B)	Ayala HS	06/18/2021
LEACH, Jonathan (NBM)	Baseball (B)	Ayala HS	06/18/2021
LEACH, Jonathan (NBM)	Football (B)	Ayala HS	06/18/2021
LONG, Eric	Boys Soccer (B)	Ayala HS	06/18/2021
LOPEZ, Nicholas (NBM)	Football (B)	Ayala HS	06/18/2021
LUNCZ, Pamela	Swim (B)	Ayala HS	06/18/2021
MARCEAU, Paul	Swim (B)	Ayala HS	06/18/2021
MARIANI, Dario (NBM)	Water Polo (B)	Ayala HS	06/18/2021
MARIANI, Kristina (NBM)	Water Polo (B)	Ayala HS	06/18/2021
MARIN, Oscar (NBM)	Boys Soccer (B)	Ayala HS	06/18/2021
MCGUIRE, Bradley	Baseball (B)	Ayala HS	06/18/2021
MCHALE, Nathan	Football (B)	Ayala HS	06/18/2021

**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.)			
NAGEL, Curtis (NBM)	Baseball (B)	Ayala HS	06/18/2021
NGUYEN, Vincent (NBM)	Tennis (B)	Ayala HS	06/18/2021
OJINAGA, Paulette	Tennis (B)	Ayala HS	06/18/2021
PARKS, Ryan (NBM)	Football (B)	Ayala HS	06/18/2021
PARKS, Ryan (NBM)	Track & Field (B)	Ayala HS	06/18/2021
POPE, Nathan	Football (B)	Ayala HS	06/18/2021
REAMS, Randall	Football (B)	Ayala HS	06/18/2021
REEVES, Matthew	Competitive Cheer (B)	Ayala HS	06/18/2021
SAIZ, Manuel	Football (B)	Ayala HS	06/18/2021
SAIZ, Manuel	Track & Field (B)	Ayala HS	06/18/2021
SCHUSTER, Chet	Swim (B)	Ayala HS	06/18/2021
SCHUSTER, Jenna (NBM)	Swim (B)	Ayala HS	06/18/2021
SCOTT, LaCresha (NBM)	Girls Basketball (B)	Ayala HS	06/18/2021
SJOL, Adam	Swim (B)	Ayala HS	06/18/2021
SMITH, Joseph (NBM)	Baseball (B)	Ayala HS	06/18/2021
STRONG, Frank J. (NBM)	Football (B)	Ayala HS	06/18/2021
STRONG, Frank J. (NBM)	Golf (B)	Ayala HS	06/18/2021
SURINA, Michael	Baseball (B)	Ayala HS	06/18/2021
THOMSON, Catherine (NBM)	Cheer (B)	Ayala HS	06/18/2021
URENA, Luis	Football (B)	Ayala HS	06/18/2021
UTTERBACK, Torey (NBM)	Water Polo (B)	Ayala HS	06/18/2021
VOGT, Christopher	Baseball (B)	Ayala HS	06/18/2021
WEIHERT, Jeffrey (NBM)	Volleyball (B)	Ayala HS	06/18/2021
WILLE, Kayla (NBM)	Athletic Trainer (B)	Ayala HS	06/18/2021
YOUNG, Jeffrey (NBM)	Softball (B)	Ayala HS	06/18/2021
YOUNG, Wayne (NBM)	Softball (B)	Ayala HS	06/18/2021
ADKINS, Antwine (NBM)	Girls Basketball (B)	Chino HS	06/18/2021
ADRIAS, Michael (NBM)	Band (B)	Chino HS	06/18/2021
ANGULO, Alex	Wrestling (B)	Chino HS	06/18/2021
ANGULO-CAMARILLO, Fernando (NBM)	Boys Soccer (B)	Chino HS	06/18/2021
ARANGURE, Heriberto (NBM)	Baseball (B)	Chino HS	06/18/2021
BLACKBURN Jr., Michael	Football (B)	Chino HS	06/18/2021
BRIGGS, Gary (NBM)	Band (B)	Chino HS	06/18/2021
BRITTEN, Kevin	Track & Field (B)	Chino HS	06/18/2021
CASTANEDA, Hannah (NBM)	Tennis (B)	Chino HS	06/18/2021
CELESTINO, Raquel (NBM)	Swim (B)	Chino HS	06/18/2021
CELESTINO, Raquel (NBM)	Water Polo (B)	Chino HS	06/18/2021
COLINCO, Clyde	Golf (B)	Chino HS	06/18/2021
CONDE, Alejandra (NBM)	Band (B)	Chino HS	06/18/2021
COOPER, Eileen (NBM)	Boys Basketball (B)	Chino HS	06/18/2021
COOPER, Eric (NBM)	Boys Basketball (B)	Chino HS	06/18/2021
CRASK, Madison (NBM)	Volleyball (B)	Chino HS	06/18/2021

**CERTIFICATED PERSONNEL** (cont.)

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE DATE</u></b>
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**APPOINTMENT – EXTRA DUTY** (cont.)

CULBERTSON, Sarah (NBM)	Band (B)	Chino HS	06/18/2021
CZARNOCKI, Donald (NBM)	Baseball (B)	Chino HS	06/18/2021
DAVILA, Brendan	Girls Basketball (B)	Chino HS	06/18/2021
DAVILA, Wendy (NBM)	Band (B)	Chino HS	06/18/2021
DELEON, Joey (NBM)	Boys Basketball (B)	Chino HS	06/18/2021
DIAZ, Araceli (NBM)	Band (B)	Chino HS	06/18/2021
DINKEL, Brian (NBM)	Band (B)	Chino HS	06/18/2021
ECHEVARRIA, Robyn (NBM)	Band (B)	Chino HS	06/18/2021
FERNANDEZ, Amber (NBM)	Softball (B)	Chino HS	06/18/2021
GARCIA, Matthew	Track & Field (B)	Chino HS	06/18/2021
GEORGE, Miles (NBM)	Football (B)	Chino HS	06/18/2021
GOMEZ, Porfirio (NBM)	Band (B)	Chino HS	06/18/2021
GUERRA, Keven (NBM)	Swim (B)	Chino HS	06/18/2021
GUERRA, Keven (NBM)	Water Polo (B)	Chino HS	06/18/2021
HERNANDEZ, Armando (NBM)	Baseball (B)	Chino HS	06/18/2021
HINKLE, Michael	Tennis (B)	Chino HS	06/18/2021
HUERTA, Joseph (NBM)	Wrestling (B)	Chino HS	06/18/2021
INGLIMA, Heather	Softball (B)	Chino HS	06/18/2021
INGLIMA, Heather	Volleyball (B)	Chino HS	06/18/2021
KAYLOR, Matthew (NBM)	Football (B)	Chino HS	06/18/2021
KOURY, Jeanie (NBM)	Cheer (B)	Chino HS	06/18/2021
KOURY, Jenifer (NBM)	Cheer (B)	Chino HS	06/18/2021
LAROSA, Joseph	Football (B)	Chino HS	06/18/2021
LAROSA, Joseph	Track & Field (B)	Chino HS	06/18/2021
LEDESMA, Matthew (NBM)	Wrestling (B)	Chino HS	06/18/2021
LEON, Noah (NBM)	Football (B)	Chino HS	06/18/2021
LIRA, Alex (NBM)	Cross Country (B)	Chino HS	06/18/2021
LIRA, Alex (NBM)	Track & Field (B)	Chino HS	06/18/2021
MACHUCA, Fabian (NBM)	Boys Soccer (B)	Chino HS	06/18/2021
MARTINEZ, Stephanie	Softball (B)	Chino HS	06/18/2021
MATLOCK, Clifford (NBM)	Track & Field (B)	Chino HS	06/18/2021
MONTELLO, Makaila (NBM)	Volleyball (B)	Chino HS	06/18/2021
MONTOYA, Carlos (NBM)	Football (B)	Chino HS	06/18/2021
OCHOA, Daniella (NBM)	Softball (B)	Chino HS	06/18/2021
OCHOA, Manyara (NBM)	Softball (B)	Chino HS	06/18/2021
PARRELL, Flint (NBM)	Band (B)	Chino HS	06/18/2021
PARRELL, Jessica	Girls Soccer (B)	Chino HS	06/18/2021
PARRELL, Jessica	Track & Field (B)	Chino HS	06/18/2021
PEASE, Adam	Girls Soccer (B)	Chino HS	06/18/2021
PRATT, Joshua (NBM)	Tennis (B)	Chino HS	06/18/2021
ROSALEZ, Victor (NBM)	Boys Soccer (B)	Chino HS	06/18/2021
SAMANO, Michael (NBM)	Wrestling (B)	Chino HS	06/18/2021

**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.)			
SANTANA, Nathalie (NBM)	Boys Soccer (B)	Chino HS	06/18/2021
SCHOONOVER, Zachary (NBM)	Wrestling (B)	Chino HS	06/18/2021
ST. ESTEBEN, Michael (NBM)	Baseball (B)	Chino HS	06/18/2021
SURINA, Patrick	Golf (B)	Chino HS	06/18/2021
URIAS, Samuel (NBM)	Boys Soccer (B)	Chino HS	06/18/2021
VAN EMBRICQS, Alexandra	Girls Basketball (B)	Chino HS	06/18/2021
VASQUEZ, Gerald (NBM)	Softball (B)	Chino HS	06/18/2021
VAZQUEZ, Alberto	Girls Soccer (B)	Chino HS	06/18/2021
WICKS, Jonathan (NBM)	Band (B)	Chino HS	06/18/2021
ACU, Johan (NBM)	Softball (B)	Chino Hills HS	06/18/2021
ADAMS, Timothy (NBM)	Girls Basketball (B)	Chino Hills HS	06/18/2021
ALAS, Cody (NBM)	Boys Soccer (B)	Chino Hills HS	06/18/2021
BACA, Christopher (NBM)	Football (B)	Chino Hills HS	06/18/2021
BARCENAS, Ruben (NBM)	Boys Basketball (B)	Chino Hills HS	06/18/2021
BINYON, Daniel (NBM)	Football (B)	Chino Hills HS	06/18/2021
BRAZIL, Frank (NBM)	Football (B)	Chino Hills HS	06/18/2021
BRENNER, Carson (NBM)	Swim (B)	Chino Hills HS	06/18/2021
BUTLER, Stephanie (NBM)	Girls Basketball (B)	Chino Hills HS	06/18/2021
CABADO, Kenneth (NBM)	Boys Basketball (B)	Chino Hills HS	06/18/2021
CALLES, Scott	Track & Field (B)	Chino Hills HS	06/18/2021
CAREY-BARRON, Erin (NBM)	Dance (B)	Chino Hills HS	06/18/2021
DAY, Brian (NBM)	Baseball (B)	Chino Hills HS	06/18/2021
DELEON, Adam (NBM)	Softball (B)	Chino Hills HS	06/18/2021
DELGADO, Albert (NBM)	Football (B)	Chino Hills HS	06/18/2021
ENSEY, Kim (NBM)	Softball (B)	Chino Hills HS	06/18/2021
ESPINOSA, Jose	Baseball (B)	Chino Hills HS	06/18/2021
ESPINOSA, Jose	Football (B)	Chino Hills HS	06/18/2021
GARISPE, Mike (NBM)	Boys Soccer (B)	Chino Hills HS	06/18/2021
GONZALEZ, Antonio (NBM)	Wrestling (B)	Chino Hills HS	06/18/2021
GRANT, Donald	Boys Basketball (B)	Chino Hills HS	06/18/2021
HARRIS, Britt (NBM)	Water Polo (B)	Chino Hills HS	06/18/2021
HEIDER, Brian (NBM)	Water Polo (B)	Chino Hills HS	06/18/2021
HOENISCH, Brad (NBM)	Softball (B)	Chino Hills HS	06/18/2021
JACOBUS, Thomas (NBM)	Golf (B)	Chino Hills HS	06/18/2021
JACOBY, Adam	Baseball (B)	Chino Hills HS	06/18/2021
JOINER, Simone (NBM)	Volleyball (B)	Chino Hills HS	06/18/2021
JONES, Vincent (NBM)	Girls Basketball (B)	Chino Hills HS	06/18/2021
KREISS, Kimberly	Cross Country (B)	Chino Hills HS	06/18/2021
LANDEROS, Adrian (NBM)	Girls Soccer (B)	Chino Hills HS	06/18/2021
LATIMORE, Dennis	Boys Basketball (B)	Chino Hills HS	06/18/2021
LEUNG, Samuel	Tennis (B)	Chino Hills HS	06/18/2021
LOUVIAUX-KILLY, Patrick (NBM)	Baseball (B)	Chino Hills HS	06/18/2021

**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.)			
LOZA, Trevin (NBM)	Track & Field (B)	Chino Hills HS	06/18/2021
MENDEZ, Gustavo (NBM)	Football (B)	Chino Hills HS	06/18/2021
MISAWA, Keane	Golf (B)	Chino Hills HS	06/18/2021
MOORE, Jermaine (NBM)	Football (B)	Chino Hills HS	06/18/2021
MORALES Jr., Richard	Track & Field (B)	Chino Hills HS	06/18/2021
NHIAL, Kristen (NBM)	Track & Field (B)	Chino Hills HS	06/18/2021
PERREAULT, Brian (NBM)	Boys Soccer (B)	Chino Hills HS	06/18/2021
RIVAS, Brisa	Badminton (B)	Chino Hills HS	06/18/2021
RODRIGUEZ, Miguel (NBM)	Swim (B)	Chino Hills HS	06/18/2021
RUSSELL, Cory (NBM)	Swim (B)	Chino Hills HS	06/18/2021
RUSSELL, Cory (NBM)	Water Polo (B)	Chino Hills HS	06/18/2021
SAMUEL, Randy (NBM)	Track & Field (B)	Chino Hills HS	06/18/2021
SANCHEZ Jr., Alejandro (NBM)	Baseball (B)	Chino Hills HS	06/18/2021
SANTOS, Remencito (NBM)	Boys Basketball (B)	Chino Hills HS	06/18/2021
SAVAGE, Erik (NBM)	Football (B)	Chino Hills HS	06/18/2021
SCHNAKE, Joseph (NBM)	Volleyball (B)	Chino Hills HS	06/18/2021
SCOTT, Joseph (NBM)	Football (B)	Chino Hills HS	06/18/2021
SIMS, Marcus (NBM)	Baseball (B)	Chino Hills HS	06/18/2021
SMITH, Savannah	Softball (B)	Chino Hills HS	06/18/2021
SPENCER, Andre (NBM)	Football (B)	Chino Hills HS	06/18/2021
STANFORD, Ronald	Swim (B)	Chino Hills HS	06/18/2021
STEWART, Stanley (NBM)	Girls Basketball (B)	Chino Hills HS	06/18/2021
STONE, Christopher (NBM)	Cross Country (B)	Chino Hills HS	06/18/2021
STONE, Christopher (NBM)	Girls Soccer (B)	Chino Hills HS	06/18/2021
STULL, Tyson (NBM)	Football (B)	Chino Hills HS	06/18/2021
SUVIATE, Alexandra (NBM)	Dance (B)	Chino Hills HS	06/18/2021
TERRY, Mykeal	Football (B)	Chino Hills HS	06/18/2021
THE, Paul (NBM)	Volleyball (B)	Chino Hills HS	06/18/2021
TOBIN, Timothy (NBM)	Water Polo (B)	Chino Hills HS	06/18/2021
TRAN, Cesar	Track & Field (B)	Chino Hills HS	06/18/2021
TRANTOW, Ian	Boys Soccer (B)	Chino Hills HS	06/18/2021
VASQUEZ, Jr., George (NBM)	Football (B)	Chino Hills HS	06/18/2021
VERPLANCKE, Joseph	Baseball (B)	Chino Hills HS	06/18/2021
VIVANCO, Patrick (NBM)	Boys Basketball (B)	Chino Hills HS	06/18/2021
WARD, Bryan (NBM)	Football (B)	Chino Hills HS	06/18/2021
WINTON, Bryce (NBM)	Swim (B)	Chino Hills HS	06/18/2021
WINTON, Bryce (NBM)	Water Polo (B)	Chino Hills HS	06/18/2021
YAMASAKI, Kyle (NBM)	Dance (B)	Chino Hills HS	06/18/2021
YOON, Paul	Tennis (B)	Chino Hills HS	06/18/2021
ZHUANG, Jimmy (NBM)	Girls Basketball (B)	Chino Hills HS	06/18/2021
AGREGADO, Alexandria (NBM)	Boys Basketball (B)	Don Lugo HS	06/18/2021
ARAMBULA, Lindsay (NBM)	Tennis (B)	Don Lugo HS	06/18/2021



**CERTIFICATED PERSONNEL** (cont.)

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE DATE</u></b>
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**APPOINTMENT – EXTRA DUTY** (cont.)

BAYLON, Cherry (NBM)	Volleyball (B)	Don Lugo HS	06/18/2021
BEELER, Jessica (NBM)	Girls Basketball (B)	Don Lugo HS	06/18/2021
BELLOSO, Rodrigo	Boys Basketball (B)	Don Lugo HS	06/18/2021
BOYER, Francisco (NBM)	Boys Basketball (B)	Don Lugo HS	06/18/2021
BOYER, Francisco (NBM)	Softball (B)	Don Lugo HS	06/18/2021
CANTOS, Odyssees	Track & Field (B)	Don Lugo HS	06/18/2021
CASTELLANOS, Edward (NBM)	Football (B)	Don Lugo HS	06/18/2021
CURTIS, DeMarco (NBM)	Football (B)	Don Lugo HS	06/18/2021
DELEON, Steven	Boys Basketball (B)	Don Lugo HS	06/18/2021
FAVELA, Serena (NBM)	Volleyball (B)	Don Lugo HS	06/18/2021
FINCH, Richard	Baseball (B)	Don Lugo HS	06/18/2021
FINCH, Richard	Football (B)	Don Lugo HS	06/18/2021
GANO, Greg	Football (B)	Don Lugo HS	06/18/2021
GANO, Greg	Softball (B)	Don Lugo HS	06/18/2021
GONZALES, Michael (NBM)	Golf (B)	Don Lugo HS	06/18/2021
HAYES, Mark (NBM)	Football (B)	Don Lugo HS	06/18/2021
HIGHSTREET, Eric	Baseball (B)	Don Lugo HS	06/18/2021
KUSHKAKI, Ehssanullah (NBM)	Boys Soccer (B)	Don Lugo HS	06/18/2021
LADMIRAULT, DeVaughn (NBM)	Band (B)	Don Lugo HS	06/18/2021
LEPP, Marcus (NBM)	Football (B)	Don Lugo HS	06/18/2021
LEPP, Marcus (NBM)	Softball (B)	Don Lugo HS	06/18/2021
MARTIN, Richard	Football (B)	Don Lugo HS	06/18/2021
MILLER, Hayden (NBM)	Swim (B)	Don Lugo HS	06/18/2021
MILLER, Hayden (NBM)	Water Polo (B)	Don Lugo HS	06/18/2021
MONROE, Jonathan (NBM)	Softball (B)	Don Lugo HS	06/18/2021
NICODEMUS, Howard (NBM)	Swim (B)	Don Lugo HS	06/18/2021
ORDONEZ, Reggie (NBM)	Band (B)	Don Lugo HS	06/18/2021
POLITE, Coby	Cross Country (B)	Don Lugo HS	06/18/2021
POLITE, Coby	Track & Field (B)	Don Lugo HS	06/18/2021
POTEET, Jr., Ronald	Baseball (B)	Don Lugo HS	06/18/2021
PULLIAM, Scott (NBM)	Football (B)	Don Lugo HS	06/18/2021
ROBLES, Daniel	Football (B)	Don Lugo HS	06/18/2021
ROBLES, Daniel	Softball (B)	Don Lugo HS	06/18/2021
SILVA, Michael	Football (B)	Don Lugo HS	06/18/2021
SINGLETON, Carlyle (NBM)	Girls Basketball (B)	Don Lugo HS	06/18/2021
SWIFT, Micah	Cross Country (B)	Don Lugo HS	06/18/2021
SWIFT, Micah	Girls Soccer (B)	Don Lugo HS	06/18/2021
SWIFT, Micah	Track & Field (B)	Don Lugo HS	06/18/2021
WALTZ, Dean (NBM)	Girls Basketball (B)	Don Lugo HS	06/18/2021
WALTZ, Eric (NBM)	Girls Basketball (B)	Don Lugo HS	06/18/2021

TOTAL: \$0.00

**CERTIFICATED PERSONNEL** (cont.)

**APPOINTMENT OF CERTIFICATED SUBSTITUTES EFFECTIVE JULY 1, 2021, THROUGH JUNE 30, 2022**

ALFARO, Jonathan	ANDERSON, Joanne	ANDERSON, Kevin
ANDERSON BELL, Mary	ANDRADE, Robert	ANTUNA, Charles
ARIAS, Kirsten	ARAIZA, Solmyra	ARCHIBALD, David
ARELLANO III, Alex	AUSTIN, Erica	AVILA, Jessica
AYERS, Melissa	BABUNDO, Christopher	BAHL, Sunita
BAIN, Samuel	BAIR, Crystal	BARBATO, Kalie
BARTHOLIO, Carol	BAYER, Jessica	BAYONA, Aaron
BECERRIL, Alberto	BELL, Jacalyn	BEYER, Micah
BHAKTA, Hemali	BLACK, Carrie	BLANK, Charles
BLOCKER, Beverly	BONDOC, Charlotte	BONILLA HAYES, Laura
BORRAYO, Raquel	BRAMBILA, Jose	BRUMBAUGH, Kara
BUENROSTRO, Gabriel	CABRERA, Charmia	CAREW, Julianne
CAREY, Debra	CARO, Anthony	CARRILLO, Justine
CARROLL Jr., Richard	CASILLAS, Leslie	CASTANEDA, Hannah
CASTILLO, Erica	CEBALLOS, Marcus	CENTENO, Rosalinda
CEPEDA, Jesus	CERVANTES, Michael	CHAN, Olivia
CHANDLER, Amelia	CHAVEZ, Agustin	CHAVEZ, Maria
CHEEMA, Mandeep	CHEW, May	CHI, Hsing
COCKS, David	CONTRERAS, Crystal	COVARRUBIAS, Ashley
CRISS, Stacey	CSABANE, Maria	CUNNINGHAM, Julie
DAIN, Daniel	DAVIS, Brianna	DE LA ROSA, Maria
DE LUNA, Leticia	DE VILLEZ, Sue	DILLINGHAM, Dawn
DINNEWETH, Melanie	DUFFIELD, Jennifer	DUPREY, Joy
EICHMANN, Julie	ERTURK, Aydin	FLINT, Andrew
FOX, Kathryn	FRAMAN, Louise	FRANCO, Lilia
GAMBOA, Jose	GARDNER, Gayla	GILMAN, Rhonda
GISHWILLER, Thomas	GLAUE, Linda	GLEESON, Megan
GOMEZ, Kristin	GOMEZ, Marily	GOMEZ-LECARO, Maria Elena
GONZALES, Brittany	GONZALES, Grace	GONZALEZ-BERMEJO, Beatriz
GOR, Anna	GOVEA, Rebecca	GRAHAM, Debra
GRAHAM, Kelsey	GREEN, Gregory	GREENWOOD, Joyce
GUPTA, Parag	HALL, Megan	HARBAUGH, John
HARBOUR, Sydney	HARDEN, Trevor	HARDING, Karen
HARTE-PARKER, Denise	HAYNES, Preciosa	HAZELTON, Susan
HENRY, Linda	HERRERA, Eric	HIRCHAG, Nancy
HO, Calista	HOCHGURTEL, Faith	HOLLINS, Michael
HOWARD, Carole	HUANG, Allen	HURST, Taylor
HURTADO, Jordan	HUYNH, Linh	IBARRA-LIMON, Susanna
IMLER, Michele	INDABURU, Christian	IRONS, Elizabeth
JACHMANN, Alison	JACOBO, Gilberto	JOHN, Justin

**CERTIFICATED PERSONNEL** (cont.)

**APPOINTMENT OF CERTIFICATED SUBSTITUTES EFFECTIVE JULY 1, 2021, THROUGH JUNE 30, 2022** (cont.)

JOHNSON, Ashley	JOHNSON, Blake	JOHNSON, Jeff
JOHSZ, Elizabeth	JOLINE, Daniel	JUN, Edward
JUN, Jung	KAMANSKY, Krista	KANTER, Joseph
KIRWAN, Holly	KOBTI, Melissa	KRANAWETTER, Timothy
KREUTZER, Jenifer	KUHN, Candace	LACHICA, Ezella
LAMB, Taylor	LARIOS, Fabiola	LEMOINE, Luisa
LEMOINE, Maurice	LIEBESMAN, Amanda	LINDEMULDER, John
LIZARDI, Jonathan	LOERA, Jessica	LOMASNEY, Michelle
LOMELI, Leah	LONG, Dave	LOPEZ, Destiny
LORDS, Kristina	MACHUCA, Fabian	MACKESSY, Stephen
MALDONADO, Mariana	MARQUEZ, Barbara	MARTIN, Amanda
MARTINEZ, Carmen	MARTINEZ, Roselle	MARTINEZ, Sarah
MATTSON, Amy	MAYFIELD, Christopher	MCCAULEY, Kathleen
MCPHEETERS, Denise	MEDINA, Marisol	MEJIA, Malinda
MESERVE, Judy	MEZA, Abigail	MIHELICH, Dennis
MILLER, Lucinda	MORALES, Elsa	MORAN, Cynthia
MORENO, Maricela	MORENO, Matthew	MORENO-SANDOVAL, Denise
MORGAN, Janet	MORGAN, Kelsey	NAPOLES, Marianne
NAVARRO, Stella	NELSON, Alyson	NELSON, Patricia
NESTER, Kaylie	NGUYEN, Amanda	OLIVER, Veronica
ONICK, Carmel	OSORNIO, Cruz	OWENS, Jonathan
PANTOJA PENA, Viviana	PARKER, Grant	PATTERSON, Julie
PATTISON, Brent	PERSON, Tricia	PETERSEN, David
PETERSON, Madeline	PHELAN, Brian	PICKETT, Haley
PIRES, Betty	PITASSI, Rozanna	PONNALURI, Sirisha
PRESCOTT, Janet	QUINN, Ryan	RAMIREZ, Christina
RASMUSSEN, Lauren	RICHARD, Teresa	RIGHETTI, Kim
RIGO, Lisa	RIOS, Alejandro	ROBERTS, Melissa
ROJAS, Edaid	SALAZAR, Cynthia	SANDOVAL, Ana Lydia
SCHLERF, Jennifer	SCHNEIDER, Gena	SEGOVIANO, Gabriella
SHIGENAGA, Dana	SHU, Stephen	SILVA, Joshua
SILVEIRA, Allisson	SIMS, Melvin	SNIDER, Olga
SOIORIO, Antoinet	ST. AMANT, Joni	STAAB, Stacy
STANGELAND, Dennis	STEVENS, Corrine	STONE, Christopher
TALAMANTE, Jordan	TAN, Celine	TATUM, Esmeralda
TOGNETTI,Carolynn	TORRES, Sarah	TORRES, Tammy
TRAN, Hoang Phuong	TRAN TRUONG, Nhat Phuong	TRUJILLO, Amber
TUMMINELLI, August	VALERO, Jennifer	VARNER, Kelsea
VASHISHT, Ruchika	VASQUEZ, Patricia	VELARDE, Cristina
VODOLA, Nikki	WAITE, Madison	WALLACE, Rhonda
WALLACE, Richard	WEIK, Sarah	WEINSTEIN, Amelia
WERNER, Heather	WHITE, Lauren	WINTON, Bryce
WORREL, Andrea	YARDLEY, Lorraine	YOUNG, Devan
ZENDEJAS-LUGO, Claudia	ZIMMERMAN, Janet	

**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 CONFIDENTIAL FOR THE 2020/2021 SCHOOL YEAR****APPOINTMENT**

SIDHU, Gurveen	Administrative Secretary IIB (GF)	Curriculum, Instruction, Innovation & Support	06/24/2021
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**HIRED AT THE APPROPRIATE PLACEMENT ON THE CLASSIFIED SALARY SCHEDULE****APPOINTMENT**

LAKIN, Shelby	Playground Supervisor (GF)	Marshall ES	08/09/2021
CORONA, Destiny	IA/Secondary Grade Level (C)	Boys Republic HS	07/06/2021
MORALES, Lillian	IA/Bilingual-Biliterate Spanish (C)	Don Lugo HS	08/16/2021
NEELY, Rachel	Payroll Technician (GF)	Business Services	06/21/2021

**PROMOTION**

BALLARD, Diana	FROM: Elementary Library/ Media Center Assistant (GF/C) 4.13 hrs./177 work days	Newman ES	06/18/2021
	TO: Typist Clerk II (GF) 8 hrs./201 work days	Newman ES	
PENSICK, Larry	FROM: Maintenance II - Equipment Repair (GF) 8 hrs./261 contract days	Maintenance	06/18/2021
	TO: Maintenance III - Crafts Specialist (GF) 8 hrs./261 contract days	Maintenance	

**CHANGE IN ASSIGNMENT**

WYZYKOWSKI, Brandi	FROM: Playground Supervisor (GF) 1.5 hrs./180 work days and	Butterfield Ranch ES	08/09/2021
	Playground Supervisor (GF) 0.75 hrs./180 work days	Butterfield Ranch ES	
	TO: IA/Special Education (SELPA/GF) 5 hrs./181 work days	Butterfield Ranch ES	

**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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**CHANGE IN ASSIGNMENT** (cont.)

SEIFERT, Danielle	FROM: Central Kitchen Asst. I (NS)	Magnolia JHS	08/06/2021
	3.5 hrs./181 work days and Central Kitchen Asst. I (NS)	Magnolia JHS	
	2.0 hrs./181 work days TO: Central Kitchen Asst. I (NS)	Ramona JHS	
ALMEIDA, Cintia	FROM: IA/Special Education (SELP/AGF)	Ayala HS	07/06/2021
	3.5 hrs./181 work days	Boys Republic HS	
	TO: IA/Secondary Grade Level (C)		
	5 hrs./217 work days		

**INCREASE IN HOURS/DAYS**

AGUINAGA, Veronica	FROM: Bus Driver (GF)	Transportation	06/18/2021
	5.5 hrs./183 work days TO: Bus Driver (GF)	Transportation	
BURRELL, Jason	FROM: Bus Driver (GF)	Transportation	06/18/2021
	6.0 hrs./183 work days TO: Bus Driver (GF)	Transportation	
MARINES, Esperanza	FROM: Bus Driver (GF)	Transportation	06/18/2021
	6.0 hrs./208 work days TO: Bus Driver (GF)	Transportation	
MARRERO, Tomas	FROM: Bus Driver (GF)	Transportation	06/18/2021
	6.0 hrs./208 work days TO: Bus Driver (GF)	Transportation	
VINCENT, Gina	FROM: Bus Driver (GF)	Transportation	06/18/2021
	5.5 hrs./183 work days TO: Bus Driver (GF)	Transportation	
	6.0 hrs./208 work days		

**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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**LEAVE OF ABSENCE**

BUENO, Xochitl	Custodian I (GF)	Newman ES	06/04/2021 through 06/30/2021
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**APPOINTMENT - SUPPLEMENTAL INSTRUCTION - SUMMER SCHOOL**

AGUILAR, Josabeth	High School Receptionist (SS)	Chino HS (at Magnolia)	06/04/2021
AMOS, Catherine	School Secretary I (SS)	Chino HS (at Magnolia)	06/07/2021

**RESIGNATION OF POSITION**

GOMEZ, Laura	Playground Supervisor (GF)	Litel ES	05/31/2021
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**RESIGNATION**

TORRES, Jessica	IA/Special Education/SH (SELPA/GF)	Country Springs ES	05/28/2021
SEWARD, Michelle	Secondary Library/Media Center Assistant (GF)	Chino HS	06/02/2021
ORDAZ, Vanessa	Interpreter-Deaf/Hard of Hearing (SELPA/GF)	Special Education	05/31/2021

**RETIREMENT**

RYAN, Lorrie (23 Years of Service)	Administrative Secretary I CSEA (GF)	Secondary Curriculum	08/01/2021
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**APPOINTMENT OF CLASSIFIED SUBSTITUTES EFFECTIVE JULY 1, 2020, THROUGH JUNE 30, 2021**

ADAMS, Race RIDEOUT, Xavier	BECERRILL, Thania	CLOKE, Michael
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**APPOINTMENT OF CLASSIFIED SUBSTITUTES EFFECTIVE JULY 1, 2021, THROUGH JUNE 30, 2022**

ADAMS, Race CLOKE, Michael GALAZ, Elvira RAMOS, Erica	BARR, Natalie DELGADO, Linda KATSUHIRO, Leticia RIDEOUT, Xavier	BECERRILL, Thania ESCAMILLA Jr., Javier LANTER, Suzanne SANCHEZ, Audrey
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(504) = Federal Law for Individuals with Handicaps  
 (ACE) = Ace Driving School  
 (ABG) = Adult Education Block Grant  
 (ASB) = Associated Student Body  
 (ASF) = Adult School Funded  
 (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  
 (SPEC) = Spectrum Schools  
 (SS) = Summer School  
 (SWAS) = School within a School  
 (VA) = Virtual Academy  
 (WIA) = Workforce Investment Act

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 17, 2021

**TO:** Members, Board of Education

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

**PREPARED BY:** Richard Rideout, Assistant Superintendent, Human Resources  
Isabel Brenes, Director, Human Resources  
Eric Dahlstrom, Ed.D., Director, Human Resources

**SUBJECT: STUDENT TEACHING AGREEMENT WITH LOYOLA  
MARYMOUNT UNIVERSITY AND NATIONAL UNIVERSITY**

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**BACKGROUND**

Student teachers provide a high quality of learning, support, and practical classroom experience for professionals in training. The Chino Valley Unified School District has an opportunity to establish a student teaching agreement with Loyola Marymount University and National University.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the student teaching agreement with Loyola Marymount University and National University.

**FISCAL IMPACT**

None.

NE:RR:IB:ED:mcm



STUDENT TEACHING AGREEMENT  
(Practice Teaching and Demonstration Teaching)

**THIS AGREEMENT** is entered into the first day of **August 2021** under the authority of Section 1065 of the California Education code by and between:

**LOYOLA MARYMOUNT UNIVERSITY**  
**School of Education**  
**One LMU Drive, Suite 2100**  
**Los Angeles, California 90045-2659**

Hereinafter called the "University," and the **Chino Valley Unified School District** therein after called the "District": The parties agree as follows:

1. The term of this agreement shall be from **August 1, 2021 through July 31, 2024** unless terminated by either party on advance written notice to the other a minimum of 30 days prior to the end of the semester.
2. The District shall provide practice teaching in schools and classes of the District in terms of "semester units" for students of the University possessing valid Character Identification Clearances.

Practice teaching shall be provided in such schools or classes of the District and under the direct supervision and instruction of such employees of the District as the District and the University, through their duly authorized representatives, may agree upon.

The District may for good cause refuse to accept for practice teaching any student of the University assigned to practice teaching in the District; likewise for good cause, the University shall terminate the assignment of any student practice teaching in the District.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of permanent or probationary employees of the District holding valid credentials issued by the Commission on Teacher Credentialing.

The number of semester units of practice teaching to be provided for each student of the University assigned to practice teaching under this agreement shall be determined by the University.

An assignment of a student of the University to practice teach in schools or classes of the District shall be at the discretion of the University, but a student may be given more than one assignment by the University with prior approval of the District, to practice teach in such schools or classes.

The assignment of a student of the University to practice teaching in the District shall be deemed to be effective for the purpose of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given him by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

3. The University shall pay the DISTRICT for performance of the services required under this agreement at the rate of \$150 per eight-week session of practice teaching.

In the event the assignment of a student of the University to practice teaching is terminated by the University for any reason, the District shall receive payment for such student as though there had been no termination of the assignment, except that if such assignment is terminated before one half

of the term of the assignment has elapsed, the District shall receive payment for one half of the assignment only. If a student is assigned another Master Teacher by both the University and the District after an assignment has become effective, the payment due the Master Teachers shall be prorated to both Master Teachers based on the amount of their service.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the District.

4. Within a reasonable time following the close of each semester the Master Teacher(s) shall submit a properly executed final evaluation form for all semester units of practice teaching. After receipt of the evaluation form, the University will make payment to the DISTRICT for all practice teaching provided under and in accordance with this agreement during the said semester.

It is understood that the District shall not be obligated to accept assignments of training students beyond the ability of the District to effectively provide services pursuant to this agreement.

5. At the time the University designated a student for participation pursuant to this agreement, the University shall verify the student is covered by the Loyola Marymount University's mandatory Student Accident Insurance.
6. It is understood that, for purposes of this agreement, the student is not an employee of the University or District, regardless of the nature and extent of the acts performed by the student; that inasmuch as the student shall not be an employee of the University or the District, the University and District do not assume, and shall not assume, any liability under any law on account of any act of student while performing, receiving training, or traveling pursuant to this agreement, and that student shall not be entitled to any monetary remuneration for any services performed by student in the course of training.
7. Any student of the University, prior to assignment within the District, will provide to the UNIVERSITY a background check which includes a complete Live Scan or a Certificate of Clearance issued by the CTC accounting for fingerprint clearance.
8. Any student of the University, prior to assignment within the District, will provide to the UNIVERSITY, evidence that in the past 12 months, he/she is free of active tuberculosis.

## **REPORTING OBLIGATIONS**

The parties recognize that when an LMU student shares that the LMU student has experienced sexual harassment, sexual or interpersonal misconduct (defined in Appendix "A"), the University has certain responsibilities it must fulfill in order to comply, as the case may be, with Title IX, the Violence Against Women Act, the Clery Act, and other relevant federal, state, or local laws. The parties agree to the following procedures through which the District will transmit reports of sexual or interpersonal misconduct it receives from an LMU student to the University.

The District will report immediately or as soon as practicably possible to University all reports of sexual or interpersonal misconduct received by an employee or agent of the District asserting that an LMU student experienced sexual harassment, sexual or interpersonal misconduct – regardless of whether the LMU student was an LMU student of record at the time the asserted sexual harassment, sexual or interpersonal misconduct was reported or occurred. The District will report the following information as

soon as is practicable to the University's Title IX Coordinator at (310) 568-6105 or, if after regular business hours (Monday-Friday, 8:00 am-5:00 pm) to the Department of Public Safety at (310) 338-2893.

Such reports will include:

- The name, telephone number, e-mail address and residence address of the corps member/LMU student who reported that they experienced sexual or interpersonal misconduct;
- The name and contact information, if known, of the individual who allegedly engaged in the sexual or interpersonal misconduct, if known; and
- Description of the incident of sexual or interpersonal misconduct, including location, date and time.

**Mutual Indemnification; Limits on Liability:**

The University agrees to indemnify, hold harmless, and defend the District, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the Fieldwork Site because of bodily injury to or death of a person or an account of damages to property, including loss of use thereof, arising out of or in connections with this Agreement and due or claimed to be due to the negligence of the University, its agents, employees, or students.

The District agrees to indemnify, hold harmless, and defend the University, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the University because of bodily injury to or death of a person or an account of damages to property, including loss of use thereof, arising out of or in connections with this Agreement and due or claimed to be due to the negligence of the District, its agents, or employees.

Notwithstanding any other provisions in this agreement, the preceding paragraph governs the parties' indemnity obligations to each other hereunder and no limitation of liability is applicable to such obligations.

**Insurance:**

University will maintain in full force and effect, at its sole expense, the following minimum insurance coverage with a 30 day written notice of intent to cancel, non-renew, or material change in coverage:

**General Liability:**

- Commercial General Liability in the amount of \$1,000,000 per occurrence and \$1,000,000 general aggregate for bodily injury, personal an advertising injury, and property damage.

**Intern Liability:**

- \$1,000,000 Errors and Omission Insurance or Intern Liability.

**Worker's Compensation/Employer's Liability:**

- Employer's Liability, \$1,000,000
- Certificate of Insurance indicating "statutory" limits.

**Sexual Abuse/Molestation**

- \$3,000,000 Sexual Abuse Injury

**University's insurance** to be primary and no-contributory.

**Chino Valley Unified School District** to be named as "Additional Insured."

Upon Request, the University shall provide a certificate of insurance evidencing such coverage.

**IN WITNESS THEREOF**, the parties hereto have executed this agreement that day and year first above written.

- University -

- District -

LOYOLA MARYMOUNT UNIVERSITY

CHINO VALLEY UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
Ramiro Euyoque Date  
Associate Dean for Business Services  
School of Education

\_\_\_\_\_  
Name Date  
\_\_\_\_\_  
Title

\_\_\_\_\_

\_\_\_\_\_  
Thomas O. Fleming, Jr. Date  
Senior Vice President and Chief Financial Officer

## APPENDIX “A”

### DEFINITIONS:

“**Consent**” is defined as the unambiguous and willing participation or cooperation in act, behavior or attitude that is commonly understood to be consistent with the exercise of free will. It is the responsibility of each person involved in the sexual activity to ensure that he or she has the affirmative consent of the other(s) to engage in the sexual activity. Consent requires participants who are lawful adults, fully conscious, equally free and legally competent to act, have clearly communicated their willingness, cooperation, or permission to participate in the specific sexual activity engaged in, are positive and clear about their desires, and are able to cease ongoing consensual activity at any time. Refusal to consent does not have to be verbal; it can be expressed with clear gestures, body language or attitude. Lack of protest or resistance does not mean consent, nor does silence mean consent. Prior sexual history between the complainant and respondent, by itself, does not constitute consent, nor does consenting to sexual activity with one person imply consent to sexual activity with another person.

Consent is not freely given if:

1. It is obtained through the use of force, through the fear of or the threat of force, through the abuse of a power positions over another (such as employment status or position within an organization) or by kidnap; or
2. A reasonable person in the position of the alleged perpetrator at the time the alleged conduct occurred should have known that the other person was unable to give consent for any of the following reasons:
  - a. The individual is unable to make an informed decision as a result of the use of alcohol, drugs or other substances (including but not limited to predatory drugs or prescribed medications);
  - b. The individual is unable to consciously respond for whatever reason including lack of consciousness, sleep, illness or shock;
  - c. The individual is under the age of eighteen and therefore legally incapable of giving consent; or
  - d. The individual is known by reason of impairment, mental condition or developmental or physical disability to be reasonably unable to consent.
3. The individual has acted or spoken in a manner which expresses a lack of consent or a refusal to consent.

The following are invalid excuses for failing to obtain affirmative consent from the Complainant:

1. The responding party’s belief in affirmative consent arose from the intoxication or recklessness of the responding party; or
2. The responding party did not take reasonable steps, in the circumstances known to the responding party at the time, to ascertain whether the complaining party affirmatively consented.

“**Sexual Misconduct**” is defined as Sexual Assault, Sexual Exploitation, Interpersonal Misconduct, or the act of making sexual contact with the intimate body part of another person without that person’s consent including as the result of sexual coercion. Intimate body parts include the sexual organs, the anus, the groin or buttocks of any person, and the breasts. Student-on-student sexual misconduct also includes sexual harassment.

**“Sexual Assault”** is defined to include engaging in sexual intercourse or any of the sexual activities listed below with another person without that person’s consent. Sexual Assault includes, but is not limited to, rape, sexual battery, anal intercourse, oral copulation or penetration of a body cavity by a foreign object. Sexual intercourse includes the penetration, however slight, of the vagina or anus with any object or body part and of the mouth with a body part or any object in a sexual manner.

**“Sexual exploitation”** is sexual misconduct that occurs when a person takes unjust or abusive sexual advantage of another for his or her benefit or for the benefit of anyone other than the exploited party; and that behavior does not otherwise constitute sexual assault. Examples of sexual exploitation include, but are not limited to, invasion of sexual privacy, audio or video recording or photographing of any type (webcam, camera, Internet exposure, *etc.*) without knowledge and consent of all persons; going beyond the boundaries of consent (such as letting another person hide and watch you have consensual sex without the knowledge of the other party), engaging in unconsented voyeurism, exposing one’s genitals in non-consensual circumstances; coercing another against their will to expose their genitals or breasts, and prostituting another person.

**“Interpersonal Misconduct”** includes Dating Violence, Domestic Violence and Stalking, as defined below:

**“Dating Violence”** is defined in accordance with the reauthorization of the Violence Against Women Act, as violence committed by a person:

1. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
2. Where the existence of such a relationship shall be determined based on the complaining party’s statement with consideration of the following factors:
  - a. The length of the relationship
  - b. The type of the relationship
  - c. The frequency of interaction between the persons involved in the relationship.
3. Dating Violence includes, but is not limited to, sexual or physical abuse or threat of such abuse.

Dating violence does not include acts covered under the definition of domestic violence.

**“Domestic Violence”** is defined in accordance with the reauthorization of the Violence Against Women Act as a felony or misdemeanor crime of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabited with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under California law, or by any other person against an adult or youth victim who is protected from that person’s acts under California law.

**“Stalking”** is defined in accordance with the reauthorization of the Violence Against Women Act as engaging in a course of conduct directed at a specific person(s) that would cause a reasonable person to fear for his or her safety or the safety of others; or suffer substantial emotional distress.

For the purposes of this definition “course of conduct” means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly or through third parties, by any action, method, device or means, follows, monitors, observes, surveils, threatens or communicates to or about a person, or interferes with a person’s property.

For the purposes of this definition “substantial emotional distress” means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.

**"Sexual Harassment"** for the purposes of this policy is defined as unwelcome conduct of a sexual nature, including unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal, physical or visual conduct by a person of either the same or opposite sex where:

- submission to or rejection of the conduct is made either an explicit or implicit condition of academic achievement and/or employment;
- submission to or rejection of the conduct is used as the basis for an academic and/or employment decision; or
- the conduct has the purpose or effect of unreasonably interfering with academic, or work performance or creating an intimidating, hostile, or offensive, living, academic, or work environment.



## **UNPAID STUDENT TEACHING, FIELD EXPERIENCE AND PRACTICUM AGREEMENT**

This agreement, effective on July 01, 2021, made by and between National University, a California non-profit public benefit corporation (the "University") and Chino Valley Unified School District, who have partnered for the purpose of providing contractual services for students, or state-supported K-12 educational service unit, which is located at 5130 Riverside Dr., Chino, CA 91710-4130, USA (individually or collectively, "Institution"), with reference to the following facts:

### **ARTICLE 1** **RECITALS**

1.1 Section 35160 of the California Education Code provides that the governing board of any Institution may initiate and carry on any program or activity, or may otherwise act in any manner which is not in conflict with, or inconsistent with, or pre-empted by, any law and which is not in conflict with the purposes for which the Institution is established.

1.2 An agreement by Institution to provide student teaching or practicum field experience to students enrolled in an education credential program offered by an institution of higher education approved by the California Commission on Teacher Credentialing (the "Commission") is not inconsistent with the purposes for which the Institution is established.

1.3 The University is accredited by the WASC Senior College and University Commission ("WSCUC"), and its education credential programs have been approved by the Commission.

1.4 The University desires that the Institution provide student teaching to students enrolled in the University's teacher training curricula and/or practicum field experience to students enrolled in the University's student counseling and other credential curricula. The Institution agrees to provide such student teaching and/or practicum experience on the terms and conditions specified in this Agreement.

### **ARTICLE 2** **DEFINITIONS**

2.1 "Institution" shall be inclusive of any District, Charter or School .

2.2 "Student" shall refer to a student enrolled in a program at the University which is approved by the commission and which leads to an education credential.

2.3 "Candidate" shall refer to the active participation by a Student in the duties and functions of a school counselor or psychologist under the direct supervision and instruction of one or more School/Practicum Supervisors.

2.4 "Master Teacher" shall refer to an employee of the Institution holding a valid, clear teaching credential issued by the Commission typically with three or more years teaching experience.

2.5 "Student Teaching" shall refer to the active participation by a Student in the duties and functions of classroom teaching under the direct supervision and instruction of one or more Master Teachers.



- 2.6 "Student Teaching Assignment" shall typically refer to a full day of Student Teaching, five days a week for 12 to 18 weeks, dependent upon program. Student Teaching Assignments shall satisfy all requirements of the Commission.
- 2.7 "School or Practicum Supervisor" shall refer to an employee of the Institution holding a valid Pupil Personnel Services or other credential issued by the Commission or equivalent certification recognized by the Institution typically with three or more years experience as a school counselor, school psychologist, school social worker, or other education specialist.
- 2.8 "Practicum" shall refer to the participation by a Student in the duties and functions of a school counselor, school psychologist, school social worker, or school attendance worker under the direct supervision and instruction of one or more School/Practicum Supervisors in order to develop the Candidates abilities in various aspects of their respective program.
- 2.9 "Practicum Assignment" shall consist of between 90 and 600 hours of Practicum depending upon the specific program requirements.
- 2.10 "Field Experience" shall refer to the participation by a Candidate in the duties and functions of a school counselor or psychologist under the direct supervision and instruction of a credentialed school counselor or psychologist. Under the supervision of one or more Practicum Supervisors shall provide candidates with the opportunity to demonstrate the full range of skills acquired during practicum, develop additional knowledge and skills, and provide direct and indirect services to pupils, parents, and school staff in all areas of training. Field Experience hours, location of participation, and qualifications vary depending upon the specific program requirements.
- 2.11 "Clinical Practice" are the hours of Practice Field Experience that vary depending upon the specific program requirements.
- 2.11 "Quarter Unit" shall refer to the amount of academic credit earned by a Student through the successful completion as determined by the University of approximately 25 hours of Student Teaching or between 20 to 40 hours of Practicum.

### **ARTICLE 3** **TERMS AND CONDITIONS**

- 3.1 Student Teaching, Field Experience and/or Practicum. The Institution shall provide University students with Student Teaching, Field Experience and/or Practicum in schools and classes of the Institution under the direct supervision and instruction of a Master Teacher or Practicum Supervisor as defined in Sections 2.4 and 2.7. The University and the Institution from time to time shall agree as to the number of students assigned to the Institution for Student Teaching, Field Experience and/or Practicum.
- 3.2 Institution Determination. The Institution at their sole discretion may refuse to accept, or may terminate, any Student assigned to the Institution for Student Teaching, Field Experience and/or Practicum based upon its good faith determination that the Student is not performing to the standards of the Institution- Upon written notification by the Institution, the University shall promptly terminate the Student's assignment to the Institution.
- 3.3 University Determination. The University shall determine the number of units of Student Teaching, Field Experience and/or Practicum each Student shall receive. Students shall be able to be eligible for more than one Student Teaching, Field Experience, and/or Practicum Assignment at the Institution.
- 3.4 Institution Reimbursement. University shall provide the Institution for supervision of Student Teaching, Field Experience and/or Practicum at the completion of each semester or quarter, based on the number of units

earned by the student teacher or by a predetermined amount. The University determines the rate, as set forth in "Exhibit A". The University will make such payment directly to the Institution. Institution acknowledges University Payment depends on the length of supervision where long and/or short assignments are assessed on a pro-rated basis, as set forth in "Exhibit A." Institution shall submit an invoice based on generated report received from the University Honorarium Specialist. Stipend provided is based on the amount set forth in "Exhibit A" for supervision of University Candidate(s). The total stipend amount for supervision per student shall not exceed six hundred (\$600). Upon receipt of invoice correlating to the University's Honorarium Specialist report, University shall pay the Institution at earliest convenience following the date the Institution's invoice is received.

3.5 Insurance. The Institution and the University will obtain and maintain a broad form commercial general liability insurance policy with coverage of at least \$1,000,000 (one million dollars) for each occurrence and \$2,000,000 (two million dollars) in the aggregate, with no exclusion for molestation or abuse and supplemented through an umbrella policy for additional coverage. The Parties will provide proof of such insurance upon execution of this Agreement to each other. For purposes of this Agreement, each of the Parties will provide workers' compensation insurance coverage for their own employees, and Students are not employees of the Institution.

The Parties acknowledge that all Students are not employees of the Institution and are not entitled to benefits of any kind or nature normally provided employees of the Institution and/or to which employees are normally entitled, including but not limited to, State Unemployment Compensation or Workers' Compensation. Students' primary coverage for Student injuries shall be Students' personal medical insurance.

3.6 Termination of Assignment. In the event a Student Teaching Assignment or Practicum Assignment is terminated before it is completed, the Institution shall receive reimbursement of costs at the rate provided in Article 3.4 pro-rated to the nearest completed Quarter Unit.

3.7 Representations. The University represents that all Students assigned to the Institution for Student Teaching or Practicum are validly enrolled in a University credential program approved by the Commission. The University makes no other representation, express or implied, about, or assumes any responsibility for, the Student's fitness or qualification to participate in the Student Teaching or Practicum. Nothing in this Agreement shall be construed as a delegation by the Institution to the University of any of the Institution's duties and responsibilities for operation or supervision of the schools or classes of the Institution.

3.8 Certificate of Clearance. In accordance with California Education Code Section 44320, each credential candidate prior to assignment to Institution must obtain at their sole expense a "Certificate of Clearance," which includes a complete Live Scan Service. The University will ensure that student's receive a Certificate prior to beginning their assignment in the Institution or hold a valid document issued by the CTC accounting for fingerprint clearance.

3.9 Tuberculosis Clearance. In accordance with California Education Code Section 49406, each credential candidate prior to assignment to Institution must obtain at the candidate's sole expense an examination by a licensed physician or surgeon within the past 60 days to determine that he or she is free of active tuberculosis, prior to beginning the candidate's assignment in the Institution.

3.10 Video Assessment. Institution and University agree the use of video recording equipment on any Institution property, including but not limited to, Institution classrooms, is solely for the purpose of assessing student teachers as part of the credentialing process. The Institution shall provide University Site Support Providers with any or all applicable rules, regulations, and instructions relating to the assessment of student teachers. The University and Institution agree no video recording of any student teacher will occur without prior written notification of the name of the student teacher as well as date, time, and location of the video recording to the principal of the school where the video recording is to take place. Principal of the school within the Institution shall provide written approval of said recording; subject to the parent/guardian authorizations set forth in section 3.12 of this agreement.

3.11 Control, Supervision, Evaluation of Video Recording. The control, supervision, evaluation, and/or direction of all student teachers and any other University personnel in connection with the assessment of the student teachers, including, but not limited to, all classroom video recording of the student teachers, shall be at the University's sole discretion.

- a. The University and Institution agree no video recording of any Institution student shall be permitted to occur without the express written approval and authorization from the students' parent/guardian.

3.12 Confidentiality of Student Records. For purposes of this Agreement and any University Program Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), University designates Institution and its Facilities/Educational Sites as having a legitimate educational interest in the educational records of any student who participates in the Student Teaching and Practicum experience to the extent that access to the records is required by Institution programs or facilities to which the student is assigned to carry out the relevant educational experience. Institution and its organizational components (i.e., programs) agree to maintain the confidentiality of each Student's educational record in accordance with the provisions of FERPA.

3.13 Confidentiality of Institution Pupil Records. No Student will have access to or have the right to receive any Institution pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the Student Teaching or Practicum experience. The discussion, transmission, or narration in any form by Students of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the Student Teaching or Practicum experience, is forbidden except as a necessary part of the practical experience. To the extent a Student is given access, they are subject to the privacy regulations outlined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"). Otherwise, Students shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the Student Teaching or Practicum experience with University, its employees, agents or others.

3.14 Publicity. Neither University nor Institution shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.

3.15 Unpaid Student Teaching and Practicum Parameters. University and Institution agrees and understand that Unpaid Students/Candidates are not employees of the Institution and are not entitled to benefits of any kind or nature normally provided employees of the School and/or to which employees are normally entitled, including but not limited to, State Unemployment Compensation or Workers' Compensation. Students' primary coverage for Student injuries shall be Students' personal medical insurance. School further understands and agrees to the following pursuant to the Fair Labor and Standards Act ("FLSA"):

- (a) Student and Institution understand that there is no expectation of compensation;
- (b) The Field Experience is similar to that which would be given in an educational environment;
- (c) The Field Experience is tied to the Student's formal education program by integrated coursework or the receipt of academic credit;
- (d) The Field Experience timeframe with the Student and Institution corresponds to program in which the student is enrolled;
- (e) The duration of the Field Experience for each student is limited to the duration of time either to complete the practicum hours or the end of the course;
- (f) The student's Field Experience compliments, rather than displaces, the work of paid employees while providing significant educational benefits to the Student; and
- (g) Institution understands that Student is participating in the Field Experience for experience and is not entitled to a job at the conclusion of the Field Experience.

3.16 School Site-employed supervisors must complete an orientation to the program's expectations to be knowledgeable regarding program curriculum and assessments, including the TPEs and the California Teaching Performance Assessment (CAL TPA). School Site employed supervisors are required to complete a minimum of 10 hours of initial orientation provided through National University on the program curriculum, effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, program curriculum and assessments, including the TPEs and the CAL TPA.

3.17 School Site with Student Teachers, Practica, field experience, and/or practicum candidates must have a fully qualified administrator.

3.18 As applicable to a particular program, University may request use of video capture for candidate reflection and CAL TPA completion to reflect to the extent possible Student Teacher's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards for their program. School Site shall inform Credential Student Teachers of video recording policies in place for the CAL TPA task video capture requirement.

#### **ARTICLE 4** **GENERAL PROVISIONS**

4.1 **Term.** The term of this Agreement shall commence as of the Effective Date above and shall continue for five (5) years, unless terminated in accordance with the terms and conditions in this Agreement upon thirty (30) days written notice by either party of its intent to terminate this Agreement. Provided, however, all Students receiving Student Teaching or Practicum from the District as of the date of such notice shall be permitted to complete their Student Teaching Assignment or Practicum Assignment so long as said student is not the cause of the termination of the agreement.

4.2 **Attorney's Fees.** In the event any party hereto commences litigation for the interpretation, specific performance, or damages for the breach of this Agreement, the prevailing party shall be entitled to a judgment or award against the other in an amount equal to reasonable attorney's fees and expenses incurred, together with all other appropriate legal or equitable relief.

4.3 **Notices.** All notices, demands, or other communications given under this Agreement shall be in writing and shall be deemed to have been duly given as of the second business day after mailing by United States mail, postage pre-paid addressed to the addresses on page four hereof, or to such other address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth. Personal delivery of such notice, demand, or communication may also be made to the above-described addressees and shall be deemed given as of the date of such delivery.

4.4 **Integration Clause.** This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein. No modification, waiver, amendment, discharge, or change to the Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

4.5 **General Provisions.** This Agreement (i) shall be binding upon and inure to the benefit and be enforceable by the parties hereto and their respective legal representatives, successors, or assigns, (ii) may be executed in any number of counter-parts, each of which may be deemed to be an original, but all of which together shall constitute one and the same instrument, (iii) shall be construed and enforced in accordance with the laws of the State of California, and (iv) has been executed at San Diego, California as of the last date set forth below.

4.6 **Mutual Indemnification.** University shall defend, indemnify and hold Institution, its Board, officers, employees, agents, and volunteers harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but

only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of University its Board, officers, agents, or students.

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

4.7 Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be communicated to the other party in writing in advance of any filed litigation to provide the parties a further opportunity to reach a resolution by means of formal mediation.

4.8 Limitation of Liability. Limitation of Liability, except for obligations to make payment under this Contract, Liability for Indemnification, Liability for Breach of Confidentiality, or Liability for Infringement or Misappropriation of Intellectual Property Rights, in no event shall either Party or any of its Representatives be liable under this Contract to the other Party of any Third Party for Consequential, Indirect, Incidental, Special, Exemplary, Punitive, or Enhanced Damages, Lost Profits or Revenues or Diminution in Value arising out of, or relating to, and/or in connection with any Breach of this Contract, regardless of whether such damages were foreseeable, whether or not it was advised of the possibility of such damages and the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date first written above.

**NATIONAL UNIVERSITY**

**Chino Valley Unified School District**

By: \_\_\_\_\_  
Dave C. Lawrence, MBA, Ed.D.  
Vice Chancellor, Finance

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

University Contact Information  
Contract Coordinator  
National University  
9980 Carroll Canyon Road  
San Diego, CA 92131  
(858) 642-8310  
credcontracts@nu.edu

Telephone: \_\_\_\_\_

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

\_\_\_\_\_

**EXHIBIT A**

**Student Teaching, Field Experience & Practicum Programs**

**Institution and University** wish to partner to support the following Student Teaching & Practicum Programs:

- Inspired Teaching and Learning
- Teacher Education Credential
- Special Education Credential
- Preliminary Administrative Services Credential
- Pupil Personnel Services Credential – School of Counseling
- Pupil Personnel Services Credential – School of Psychology

**Honorariums:**

University shall reimburse Institution a predetermined amount for supervision of each student teaching or practicum course. Rate is determined by periods supervised (Attachment A). Total stipend amount per student shall not exceed six hundred (\$600) dollars. Institution must submit an invoice based on generated report received from University Honorarium Specialist. Upon receipt of invoice, University shall pay Institution one month following invoice date.

1. Honorariums are based on amount of supervision to include the following programs: **Teacher Education Credential; Special Education Credential; and Preliminary Administrative Services Credential.** Student Teaching and Practicum courses each carry a stipend amount of \$300 per course. A maximum of \$600 can be earned for each student. See breakdown below:

Traditional Setting			Block Setting		
One Period	25%	\$300 x .25 = \$75	One Period	33%	\$300 x .33 = \$99 rounded to \$100
Two Periods	50%	\$300 x .50 = \$150	Two Periods	66%	\$300 x .66 = \$198 rounded to \$200
Three Periods	75%	\$300 x .75 = \$225	Three Periods	100%	3 periods = \$300
Four or More Periods	100%	4 periods or more = \$300	*****	*****	*****

2. Honorariums for Practicum courses for the following programs: **PPS Educational Counseling** and **PPS School Psychology**. Programs are \$150.00 each. See breakdown below:

Traditional Setting			Block Setting		
One Period	25%	\$37.50	One period	33%	\$50.00
Two Periods	50%	\$75.00	Two Periods	66%	\$100.00
Three Periods	75%	\$112.50	Three Periods	100%	\$150.00
Four Periods	100%	\$150.00	*****	****	*****

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 17, 2021

**TO:** Members, Board of Education

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

**SUBJECT: REVISION OF BYLAWS OF THE BOARD 9150—STUDENT BOARD MEMBERS; ADMINISTRATIVE REGULATION 9150—STUDENT BOARD MEMBER; AND DELETION OF EXHIBIT 9150—STUDENT BOARD MEMBER GUIDELINES**

=====

**BACKGROUND**

Board policies, administrative regulations, and Bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current practice. Bylaws of the Board 9150—Student Board Members and Administrative Regulation—Student Board Member are being revised to reflect current practices. Exhibit 9150—Student Board Member Guidelines is being deleted and its essential elements incorporated into the administrative regulation.

New language is provided in UPPER CASE while old language to be deleted is lined through.

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 revision of Bylaws of the Board 9150—Student Board Members; Administrative Regulation 9150—Student Board Member; and deletion of Exhibit 9150—Student Board Member Guidelines.

**FISCAL IMPACT**

None.

NE:pk



## **STUDENT BOARD MEMBERS**

~~The Board of Education believes that engaging the student body and seeking its input and feedback regarding the District's educational programs and activities are vital to achieving the District's mission of educating district students. IN ORDER To enhance communication AND COLLABORATION between the Board and the student body and to encourage TEACH studentS involvement in district affairs, THE IMPORTANCE OF CIVIC INVOLVEMENT, the Board shall include at least one student board member selected by the District's SUPPORTS THE PARTICIPATION OF high school students in accordance with procedures approved by the Board DISTRICT GOVERNANCE.~~

~~The term of the student board member shall be one year, commencing on July 1 of each year. A student board member shall have the right to attend all board meetings except closed (executive) sessions. (Education Code 35012)~~

~~(cf. 9321 — Closed Session Purposes and Agendas)~~

~~A student board member shall be seated with other members of the Board. In addition, a student board member shall be recognized at meetings as a full member, shall receive all materials presented to other Board members except those related to closed sessions, and may participate in questioning witnesses and discussing issues. (Education Code 35012)~~

~~(cf. 9322 — Agenda/Meeting Materials)~~

~~The student board member may cast preferential votes on all matters except those subject to closed session discussion. Preferential votes shall be cast prior to the official board vote and shall not affect the final numerical outcome of a vote. Preferential votes shall be recorded in the Board meeting minutes. (Education Code 35012)~~

~~(cf. 9324 — Minutes and Recordings)~~

~~A student board member shall be entitled to be reimbursed for mileage to the same extent as other members of the Board, but shall not receive MONETARY compensation for attendance at Board meetings. (Education Code 35012)~~

~~(cf. 3350 - Travel and Conference Expense)~~

~~(cf. 9250 - Remuneration, Reimbursement and Other Benefits)~~

~~A STUDENT BOARD MEMBER SHALL NOT BE LIABLE FOR ANY ACTS OF THE BOARD. (Education Code 35012).~~

**STUDENT BOARD MEMBERS (cont.)**

**ELECTION OF STUDENT BOARD MEMBER**

A STUDENT BOARD MEMBER POSITION SHALL BE FILLED BY A VOTE OF STUDENTS ENROLLED IN THE HIGH SCHOOL(S) IN ACCORDANCE WITH PROCEDURES PRESCRIBED BY THE BOARD IN ADMINISTRATIVE REGULATIONS 9150 - STUDENT BOARD MEMBER. (Education Code 35012)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6145 - Extracurricular and Cocurricular Activities)

THE TERM OF A STUDENT BOARD MEMBER SHALL BE ONE YEAR. (Education Code 35012)

**ROLE AND RESPONSIBILITIES OF STUDENT BOARD MEMBERS**

A STUDENT BOARD MEMBER SHALL HAVE THE RIGHT TO ATTEND ALL REGULAR BOARD MEETINGS EXCEPT CLOSED (EXECUTIVE) SESSIONS. (Education Code 35012)

(cf. 9321 - Closed Session)

A STUDENT BOARD MEMBER SHALL BE RECOGNIZED AT BOARD MEETINGS AS FULL MEMBERS(S) AND SHALL BE SEATED WITH OTHER MEMBERS OF THE BOARD. (Education Code 35012)

A STUDENT BOARD MEMBER SHALL BE ALLOWED TO CAST PREFERENTIAL VOTES ON ALL MATTERS EXCEPT THOSE SUBJECT TO CLOSED SESSION DISCUSSION. PREFERENTIAL VOTING MEANS A FORMAL EXPRESSION OF OPINION THAT IS RECORDED IN THE MINUTES AND CAST BEFORE THE OFFICIAL VOTE OF THE BOARD. PREFERENTIAL VOTES SHALL NOT AFFECT THE FINAL NUMERICAL OUTCOME OF A VOTE. (Education Code 35012)

A STUDENT BOARD MEMBER MAY BE INVITED TO ATTEND FUNCTIONS OF THE BOARD, SUCH AS FORUMS, MEETINGS WITH STUDENTS AND PARENTS/GUARDIANS, AND OTHER GENERAL ASSEMBLIES. (Education Code 35012)

A STUDENT BOARD MEMBER SHALL NOT BE CONSIDERED MEMBERS OF A LEGISLATIVE BODY FOR PURPOSES OF THE BROWN ACT. (Education Code 35012)

A STUDENT BOARD MEMBER SHALL NOT BE COUNTED IN DETERMINING WHETHER A QUORUM OF THE BOARD IS IN ATTENDANCE.

## **STUDENT BOARD MEMBERS (cont.)**

### **Student Board Member ~~Development~~ TRAINING**

~~As necessary, the Superintendent or designee shall, at District expense, provide learning opportunities to student Board members through trainings, workshops, and conferences, to enhance their knowledge, understanding, and performance of their board responsibilities.~~

The Superintendent or designee may periodically provide INFORMATION ~~an orientation~~ for TO student board member candidates to give them an understanding of the POSITION. ~~responsibilities and expectations of board service.~~ ONCE ELECTED OR APPOINTED, INCOMING STUDENT BOARD MEMBERS SHALL BE PROVIDED AN ORIENTATION DESIGNED TO BUILD KNOWLEDGE OF THE DISTRICT AND AN UNDERSTANDING OF THE RESPONSIBILITIES AND EXPECTATIONS OF THE POSITION.

#### Legal Reference:

##### EDUCATION CODE

33000.5 Appointment of student members to State Board of Education 35012 Board members; number, election and terms; pupil members

##### GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act

#### Management Resources:

##### WEBSITES

California School Boards Association: [www.csba.org](http://www.csba.org) California Association of Student Councils: [www.casc.net](http://www.casc.net) National School Boards Association: [www.nsba.org](http://www.nsba.org)

### **Chino Valley Unified School District**

Bylaw adopted: August 17, 1995

Revised: April 23, 1998

Revised: October 21, 2010

Revised: December 8, 2011

Revised: August 18, 2016

REVISED:

**SUPERINTENDENT’S STUDENT ADVISORY COUNCIL AND STUDENT BOARD MEMBER**

**Name and Authority**

The name of the organization shall be the SUPERINTENDENT’S Student Advisory Council to the Board of Education and the Chino Valley Unified School District, abbreviated SAC.

**Purpose**

- 1. To increase leadership opportunities for all students
- ~~2. To provide student input and share common concerns and ideas.~~
- 2. TO ENHANCE COMMUNICATION AND COLLABORATION BETWEEN THE SUPERINTENDENT, OR DESIGNEE, AND/OR THE BOARD OF EDUCATION
- ~~3. To advise the Superintendent, or designee, and/or the Board of Education on matters of concern related to student rights and responsibilities and/or decisions on Board Policies which may be of interest to students.~~
- 3. TO PROMOTE THE IMPORTANCE OF CIVIC INVOLVEMENT

**Bylaws of the SUPERINTENDENT’S Student Advisory Council**

The Board of Education and District administration are directly responsible for the welfare of the schools in the District. All student authority in SAC, therefore, is delegated by the Board of Education and is an exercise in student responsibilities.

**Membership**

- 1. The membership of SAC shall consist of two ASSOCIATED STUDENT BODY (ASB)/UNITED STUDENT BODY (USB) members and one member-at-large (total=3) from each comprehensive high school, exclusive of the Board representative.

Each 9-12 alternative school shall be allowed one representative. Each junior high school shall be allowed ~~one~~ TWO representativeS. Each ~~representative~~ SCHOOL is entitled to one alternate.

Each principal member has one vote; in cases of absence, the respective alternate member will receive the voting privilege.

- 2. Alternates at each school shall be appointed by the appropriate school's ~~student council.~~ ASB/USB.

**SUPERINTENDENT'S STUDENT ADVISORY COUNCIL AND STUDENT BOARD MEMBER (cont.)**

**Officers**

1. The SAC shall consist of ~~three~~ FIVE OFFICERS: a PRESIDENT (STUDENT REPRESENTATIVE ON THE BOARD OF EDUCATION), a vice president, and secretary, AND TWO ADMINISTRATIVE OFFICERS. ~~Alphabetical~~ Rotation by school shall be used in the selection process for all officers.
2. THE STUDENT REPRESENTATIVE ON THE BOARD OF EDUCATION SHALL BE THE ASSOCIATED STUDENT BODY PRESIDENT/UNITED STUDENT BODY PRESIDENT AT THE COMPREHENSIVE HIGH SCHOOL. ROTATION BY SCHOOL SHALL BE USED IN THE SELECTION PROCESS.

THE STUDENT REPRESENTATIVE ON THE BOARD OF EDUCATION SHALL BE THE PRESIDENT ON THE SAC AND SHALL BE RESPONSIBLE FOR PROVIDING ALL SAC REPORTS AT THE BOARD OF EDUCATION MEETINGS. THE STUDENT REPRESENTATIVE

~~The president shall serve as the student representative on the Board of Education and shall be responsible for providing all SAC reports. The student representative on the Board of Education shall be determined by the appropriate school and shall not be included in the individual school's representation on the SAC. The president shall vote only in the case of a tie.~~

3. The principal of the school (or designee) shall submit the name of the student representative on the Board of Education to the SAC advisor in writing prior to the last regular Board meeting in May. The student representative on the Board of Education ~~may~~ SHALL be sworn in at the first regular Board meeting in ~~June~~ AUGUST and shall take office commencing ~~July 1~~.
4. The SAC vice president shall be determined by the appropriate school (next school in ~~alphabetical~~ ROTATION order). In the absence of the president, the vice president shall preside over the SAC meetings. The vice president will assume responsibility for public relations and communications. All information to be provided to the public and/or schools will be reviewed and approved by the SAC advisor prior to release.
5. The secretary shall be responsible for recording of all SAC meeting minutes. The minutes shall be approved by the SAC advisor before distribution. All minutes and meeting notices shall be distributed by the SAC advisor's secretary.

**SUPERINTENDENT'S STUDENT ADVISORY COUNCIL AND STUDENT BOARD MEMBER (cont.)**

6. THE ADMINISTRATIVE OFFICERS SHALL BE RESPONSIBLE FOR MAINTAINING THE SAC ROSTER OF SCHOOL REPRESENTATIVES AND ALTERNATES.

**Meetings**

1. SAC shall meet every other month or on as-needed basis. The Superintendent shall designate a District administrator to serve as the SAC advisor. The advisor (or designee) shall be present at all SAC meetings and be responsible for providing SAC members and activities directors/advisors with the official SAC schedule in a timely manner.
2. Nine voting members (president not included) shall be present in order for SAC to conduct official business.
3. Designated alternate members should attend and assume voting privileges in the absence of their respective principal members.
4. The rules contained in *Robert's Rules of Orders* shall govern the SAC in all cases where they are applicable.
5. IN COLLABORATION WITH THE SAC ADVISOR, THE president ~~shall have the power to~~ MAY APPOINT, with the approval of the SAC membership, such committees as he/she deemED necessary.

**Agenda Building**

Any SAC member, UPON APPROVAL FROM THE SCHOOL'S ADVISOR, may submit items for the agenda. Agenda items shall be submitted to the SAC advisor's secretary at least five school days prior to the SAC meetings. The advisor's secretary shall be responsible for preparing the SAC agenda.

**Qualifications**

1. SAC members must maintain a 2.0 grade point average AND NOT RECEIVE 2 OR MORE "UNSATISFACTORY" CITIZENSHIP GRADES DURING THE LAST APPLICABLE PROGRESS REPORT/GRADING PERIOD.
2. THE SAC PRESIDENT SHALL BE THE ASSOCIATED STUDENT BODY PRESIDENT/UNITED STUDENT BODY PRESIDENT AT THE COMPREHENSIVE HIGH SCHOOL FROM THE ROTATION ORDER. The SAC ~~president and~~ vice president shall be classified as a junior or senior during the

**SUPERINTENDENT'S STUDENT ADVISORY COUNCIL AND STUDENT BOARD MEMBER (cont.)**

term of office. The SAC secretary AND THE ADMINISTRATIVE OFFICERS shall be classified as a sophomore, junior, or senior during the term of office.

**Attendance**

Two consecutive unexcused absences shall constitute grounds for replacement of a SAC member. Pursuant to CVUSD Board Policy 5113, excused absences include the following:

- |                        |                                    |
|------------------------|------------------------------------|
| 1. Illness             | 6. Religious holiday or ceremonies |
| 2. Medical appointment | 7. Employment interview            |
| 3. Bereavement         | 8. Family emergency                |
| 4. School activity     | 9. Severe weather condition        |
| 5. Court appearance    |                                    |

**Method of Amendment**

Any change made in the SAC Bylaws shall be adopted by the Chino Valley Unified School District Board of Education prior to implementation.

**Chino Valley Unified School District**

Regulation approved: August 17, 1995

Revised: October 7, 2010

REVISED:

## **~~STUDENT BOARD MEMBER GUIDELINES~~**

### **~~Duties of Student Board Member~~**

~~The duties of the student board member include the following:~~

- ~~1. To provide continuing input for board deliberations.~~
- ~~2. To strengthen communications between the board and district students.~~
- ~~3. To represent all students and facilitate the discussion of all sides of issues. This does not preclude the student board member from stating his/her individual opinion.~~

### **~~Selection and Term~~**

~~The President of the Student Advisory Council (SAC) serves as the student member on the Board of Education. The selection is made by the student's high school on a rotating basis, alphabetically.~~

~~The term of office shall be July 1, – June 30.~~

### **~~Vacancy~~**

~~If the position of student board member becomes vacant, the Vice President of the SAC shall be sworn in as the student member on the Board of Education for the remainder of the current school year. The selection of the SAC Vice President is made by the student's high school on a rotating basis, alphabetically. The school is the next high school alphabetically from the SAC president's school.~~

### **~~Board Materials/Information~~**

~~The Superintendent or designee's office shall provide the student board member with full and complete agendas and copies of any materials received by the Board except for those materials covered in closed session and any other confidential materials. The Superintendent's office shall serve as the "home office" for the student board member, where he/she may make use of secretarial facilities and receive advice and/or information upon request.~~

### **~~Chino Valley Unified School District~~**

~~Exhibit approved: October 7, 2010~~