

CHINO VALLEY
UNIFIED SCHOOL DISTRICT

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

BOARD OF EDUCATION AGENDA

April 7, 2022

BOARD OF EDUCATION

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

Esther Kim, Student Representative

—◆—
SUPERINTENDENT

Norm Enfield, Ed.D.

5130 Riverside Drive. Chino. California 91710
www.chino.k12.ca.us

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
District Board Room – 5130 Riverside Drive, Chino, CA 91710
5:00 p.m. – Closed Session * 6:00 p.m. – Regular Meeting
April 7, 2022

AGENDA

- The public are invited to address the Board of Education regarding items listed on the agenda. Comments on an agenda item are 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 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.

Board of Education meetings are live streamed on the District's YouTube channel at https://www.youtube.com/channel/UCWKinB4PTb_uskobmwBF8pw.

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 54956.9 (d)(2) and (e)(1): One possible case. (Atkinson, Andelson, Loya, Ruud & Romo) (20 minutes)
- b. Student Discipline Matter (Education Code 35146, 48918 (c) & (j):) Expulsion case 21/22-26. (10 minutes)
- c. Conference with Labor Negotiators (Government Code 54957.6): A.C.T. and CSEA negotiations. Agency designated representatives: Isabel Brenes, Sandra Chen, Eric Dahlstrom, and Richard Rideout. (10 minutes)
- d. Public Employee Discipline/Dismissal/Release (Government Code 54957): (5 minutes)
- e. Public Employee Performance Evaluation: Superintendent (Government Code 54957): (10 minutes)

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

1. Report Closed Session Action
2. Pledge of Allegiance

I.C. STAFF REPORT

1. Promoting Student Mental and Emotional Well-Being in Our Schools

The proceedings of this meeting are recorded.

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

II. ACTION

II.A. FACILITIES, PLANNING, AND OPERATIONS

II.A.1. Amended Facilities Memorandum of Understanding By and Between Chino Valley Unified School District and Allegiance Steam Academy—Thrive, 2020-2025 Motion ___ Second ___
 Page 8 Preferential Vote: ___
 Vote: Yes ___ No ___

Recommend the Board of Education approve the Amended Facilities Memorandum of Understanding by and between Chino Valley Unified School District and Allegiance Steam Academy—Thrive, 2020-2025.

II.A.2. Resolution 2021/2022-67, Emergency Request to San Bernardino County Superintendent of Schools for Authorization to Award a Contract Without Bidding and Advertising for Repairs at Wickman ES Motion ___ Second ___
 Page 38 Preferential Vote: ___
 Vote: Yes ___ No ___

Recommend the Board of Education adopt Resolution 2021/2022-67, Emergency Request to San Bernardino County Superintendent of Schools for Authorization to Award a Contract Without Bidding and Advertising for Repairs at Wickman ES.

III. CONSENT

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

III.A. ADMINISTRATION

III.A.1. Minutes of the March 17, 2022 Regular Meeting
 Page 43 Recommend the Board of Education approve the minutes of the March 17, 2022 regular meeting.

III.B. BUSINESS SERVICES

III.B.1. Warrant Register

Page 49 Recommend the Board of Education approve/ratify the warrant register, provided under separate cover.

III.B.2. Fundraising Activities

Page 50 Recommend the Board of Education approve/ratify the fundraising activities.

III.B.3. Donations

Page 53 Recommend the Board of Education accept the donations.

III.B.4. Legal Services

Page 55 Recommend the Board of Education approve payment for legal services to the law office of Atkinson, Andelson, Loya, Ruud & Romo; and Margaret A. Chidester & Associates.

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

III.C.1. Student Expulsion Case 21/22-26

Page 56 Recommend the Board of Education approve student expulsion case 21/22-26.

III.C.2. School Sponsored Trips

Page 57 Recommend the Board of Education approve/ratify the school-sponsored trip for Don Lugo HS and Chino HS.

III.D. FACILITIES, PLANNING, AND OPERATIONS

III.D.1. Purchase Order Register

Page 58 Recommend the Board of Education approve/ratify the purchase order register, provided under separate cover.

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

Page 59 Recommend the Board of Education approve/ratify the Agreements for Contractor/Consultant Services.

III.D.3. Surplus/Obsolete Property

Page 62 Recommend the Board of Education declare the District property surplus/obsolete and authorize staff to sell/dispose of said property.

III.D.4. Notice of Completion for CUPCCAA Projects

Page 65 Recommend the Board of Education approve the Notice of Completion for CUPCCAA Projects.

- III.D.5. Notice of Completion for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 10-01)**
Page 67
Recommend the Board of Education approve the Notice of Completion for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 10-01).
- III.D.6. Change Order and Notice of Completion for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 03-01)**
Page 68
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 03-01).
- III.D.7. Change Order and Notice of Completion for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 06-01)**
Page 74
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 06-01).
- III.D.8. Change Order and Notice of Completion for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 09-03)**
Page 81
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 09-03).
- III.D.9. Change Order and Notice of Completion for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 23-01)**
Page 88
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 23-01).
- III.D.10. Change Order and Notice of Completion for Bid 20-21-05F, Ayala HS Alterations—Phase 3 (BP 02-01)**
Page 96
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 20-21-05F, Ayala HS Alterations—Phase 3 (BP 02-01).
- III.D.11. Change Order and Notice of Completion for Bid 20-21-05F, Ayala HS Alterations—Phase 3 (BP 06-01)**
Page 100
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 20-21-05F, Ayala HS Alterations—Phase 3 (BP 06-01).
- III.D.12. Change Order and Notice of Completion for Bid 20-21-05F, Ayala HS Alterations—Phase 3 (BP 07-01)**
Page 104
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 20-21-05F, Ayala HS Alterations—Phase 3 (BP 07-01).
- III.D.13. Change Order and Notice of Completion for Bid 20-21-05F, Ayala HS Alterations—Phase 3 (BP 09-02)**
Page 108
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 20-21-05F, Ayala HS Alterations—Phase 3 (BP 09-02).

III.D.14. Bid 21-22-16F, Classroom Preparation for Viewsonics Group 3
Page 112 Recommend the Board of Education award Bid 21-22-16F, Classroom Preparation for Viewsonics Group 3 to OCS Construction Services, Inc.

III.D.15. Rejection of Bid 21-22-15F, PPE Supplies
Page 114 Recommend the Board of Education reject the bid(s) received for Bid 21-22-15F, PPE Supplies.

III.D.16. Resolution 2021/2022-68, Authorization for Eligibility Determination, Funding Authorization to Sign Applications and Associated Documents
Page 115 Recommend the Board of Education adopt Resolution 2021/2022-68, Authorization for Eligibility Determination, Funding Authorization to Sign Applications and Associated Documents.

III.D.17. Resolution 2021/2022-69, Approving Participation in the School Facility Program for New Construction and Modernization Funding Subject to the Regulations and Processing Procedures that the State Allocation Board Established for Applications Received Beyond Existing Bond Authority
Page 117 Recommend the Board of Education approve Resolution 2021/2022-69, Approving Participation in the School Facility Program for New Construction and Modernization Funding Subject to the Regulations and Processing that the State Allocation Board Established for Applications Received Beyond Existing Bond Authority.

III.E. HUMAN RESOURCES

III.E.1. Certificated/Classified Personnel Items
Page 121 Recommend the Board of Education approve/ratify the certificated/classified personnel items.

III.E.2. Rejection of Claims
Page 130 Recommend the Board of Education reject the claims and refer them to the District’s insurance adjuster.

IV. INFORMATION

IV.A. ADMINISTRATION

IV.A.1. Revision of Bylaws of the Board 9322—Agenda/Meeting Materials
Page 131 Recommend the Board of Education receive for information the revision of Bylaws of the Board 9322—Agenda/Meeting Materials.

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

IV.B.1. Student Attendance Calendars for the 2023/2024, 2024/2025, and 2025/2026 School Years

Page 138

Recommend the Board of Education receive for information the Student Attendance Calendars for the 2023/2024, 2024/2025, and 2025/2026 school years.

IV.B.2. Course Revision: Computer Applications

Page 142

Recommend the Board of Education receive for information the Computer Applications course revision.

IV.B.3. New Course: Beginning Guitar

Page 149

Recommend the Board of Education receive for information the new course Beginning Guitar.

IV.B.4. Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for January Through March 2022

Page 153

Recommend the Board of Education receive for information the Williams Settlement Legislation Quarterly Uniform Report Summary for January through March 2022.

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: April 7, 2022
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
SUBJECT: **AMENDED FACILITIES MEMORANDUM OF UNDERSTANDING BY AND BETWEEN CHINO VALLEY UNIFIED SCHOOL DISTRICT AND ALLEGIANCE STEAM ACADEMY – THRIVE, 2020-2025**

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BACKGROUND

On January 28, 2022, pursuant to the requirements of Education Code Section 47614 and its implementing regulations, the District sent Allegiance STEAM Academy-Thrive (“ASA”) charter school its Proposition 39 Amended Facilities Memorandum of Understanding (“MOU”) for ASA’s use of the former El Rancho Elementary School site.

On March 7, 2022, the ASA Board of Directors approved the Facilities MOU.

On March 9, 2022, the District received the executed Facilities MOU from Dr. Sebastian Cогnetta, CEO of ASA.

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

RECOMMENDATION

It is recommended the Board of Education approve the Amended Facilities Memorandum of Understanding by and between Chino Valley Unified School District and Allegiance Steam Academy – Thrive, 2020-2025.

FISCAL IMPACT

Pursuant to Education Code Section 47613(b) and the Amended Facilities Memorandum of Understanding, the District will charge ASA a supervisorial oversight fee at a rate of three (3%) percent of ASA’s revenue. Additionally, the District will charge ASA for its utility costs each month during the five-year term of the Amended Facilities MOU.

NE:GJS:pw

**AMENDED FACILITIES MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CHINO VALLEY UNIFIED SCHOOL DISTRICT AND
ALLEGIANCE STEAM ACADEMY-THRIVE
2020-2025**

THIS AMENDED FACILITIES MEMORANDUM OF UNDERSTANDING (“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 Allegiance STEAM Academy Inc., a California non-profit public benefit corporation (California Secretary of State number C4040794 and federal employer identification number 82-2556226), operating the Allegiance STEAM Academy-Thrive (“ASA”) charter school. The District and ASA may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, District owns 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, ASA is a TK-8th grade charter school conditionally granted by the Chino Valley Unified School District on December 14, 2017 for a term from July 1, 2018 to June 30, 2020;

WHEREAS, on January 6, 2020, ASA submitted its charter renewal petition to the District for a new five-year term;

WHEREAS, on February 6, 2020, the Chino Valley Unified School District Board of Education renewed ASA’s charter for a term of five years beginning July 1, 2020 and expiring June 30, 2025;

WHEREAS, on October 31, 2020, ASA submitted to the District a request for school facilities under the provisions of 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 2020-2025 school years;

WHEREAS, on or before February 1, 2021, pursuant to the requirements of Education Code § 47614 and its implementing regulations, the District offered to provide ASA with facilities sufficient to house ASA’s in-District students (“Preliminary Proposal”);

WHEREAS, on or before April 1, 2021, pursuant to the requirements of Education Code § 47614 and its implementing regulations, the District sent ASA its Final Notification of Facilities Offered, which provides ASA with facilities sufficient to house ASA’s in-District students (“Final Notification”);

WHEREAS, the District and ASA enter into this Agreement for ASA’s use of facilities (“Allocated Space”) located at 5862 C Street, Chino, California (“El Rancho school site”); and

NE: _____
SC: 4

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

NOW, THEREFORE, in consideration of the oversight fee payments and of the covenants and agreements set forth to be kept and performed by ASA, the Parties agree as follows:

1. Term. The Term of this Agreement (“Term”) is for five years, beginning July 1, 2020 and shall be conterminous with the current charter of ASA, expiring June 30, 2025. Upon the termination of this Agreement, the right to exclusive use of the Allocated Space shall revert to the District (except for any furniture, equipment, or furnishings owned by ASA), unless the Parties extend this Agreement or enter into a subsequent agreement for ASA’s use of the Allocated Space.

2. Use of the Allocated Space. The District agrees to allow ASA use of the Allocated Space during the Term of this Agreement, for the sole purpose of operating ASA’s educational program in accordance with ASA’s charter petition. The agreed use of the Allocated Space does not extend to any other use than the operation of the charter school including the use of the Allocated Space or the El Rancho school site address by the operators of ASA’s affiliates, other non-profits affiliated in any way with ASA, or any other entities.

A. Exclusive Use. As depicted in **Exhibit A Proposed Site Plan**, the facilities to be provided by the District to ASA for ASA’s exclusive use for the 2022-2023 school year of the Term include the following:

- i. Thirty-three (33) classrooms, two (2) for TK and K students, and thirty-one (31) classrooms for students in grades 1-8,
- ii. Three (3) additional portable classrooms leased by ASA,
- iii. Four (4) classrooms suitable for use as a music room, a drama room, a special education room, or art room,
- iv. Fifty-two (52) parking spots,
- v. Multipurpose room,
- vi. Playgrounds/playing fields, including two (2) basketball courts with removable volleyball nets,
- vii. Science lab (Classroom 38),
- viii. Outdoor covered lunch area,
- ix. Serving kitchen,
- x. Nurse station,

- xi. Building L (Teacher's lounge) suitable for art room purposes, psychologist/counseling purposes, resource specialist room purposes, or speech room purposes,
- xii. Building J (Additional office space) suitable for art room purposes, psychologist/counseling purposes, resource specialist room purposes, or speech room purposes,
- xiii. Restrooms (five (5) boys restrooms, five (5) girls restrooms, one (1) unisex staff restroom, nine (9) unisex single use restrooms),
- xiv. Office space,
- xv. Custodial rooms,
- xvi. Classroom 37 for Think Together (ASA's before and after school program),
- xvii. Locker rooms, and
- xviii. Staff workroom.

The District, at its sole and absolute discretion, reserves the right to limit or prohibit ASA's access to or use of ASA's exclusive use space at the El Rancho 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 ASA's exclusive use space at the El Rancho 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 any 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 ASA's obligations to comply with any and all of the requirements of the above-referenced Health Orders, and ASA's willful or negligent violation of any such Orders in the conduct of its activities at the Facilities may constitute a material breach of this Agreement subjecting this Agreement to potential termination.

The use of the facilities at the El Rancho school site is depicted in the proposed site plan attached as **Exhibit A**.

The District's proposed site plan reflects ASA's expected lease and use of an additional three portable classrooms for the 2022-2023 school year, for a total of thirty-six (36) classrooms available for ASA to use during the 2022-2023 school year.

B. Use of Additional Facilities. In addition to the facilities already provided by the District pursuant to Section 2(A) of this Agreement, ASA may desire to lease relocatable classrooms as additional facilities ("Additional Facilities"). Should ASA lease relocatable classrooms, ASA shall be solely responsible for all costs and expenses associated with the installation, refurbishment, use, and removal of the relocatable classrooms. In the event that any Additional Facilities are unable to be used, for any reason, ASA agrees that it has no claim regarding any allegation that the District has taken action to impede ASA from expanding its

enrollment to meet pupil demand for the term of this Agreement or any claim regarding the District's perceived failure to offer facilities in accordance with applicable law.

C. Use of Facilities for Summer School. If ASA intends to use the Allocated Space to hold a summer program during the months of June, July, or August of any year during the five (5) year Term, ASA must provide the District with written notification of such use and the dates ASA's summer program will operate by May 1st of each year.

D. Reversion to District. Upon the termination or expiration of this Agreement by its terms, the right to use and occupation of the Allocated Space and District furnishings and equipment thereon shall revert to the District, unless the Parties mutually negotiate a successor agreement, regarding ASA's continued use of the Allocated Space for ASA's educational program. Upon termination of this Agreement, the District shall recoup the full rights and benefits of its ownership of the Allocated Space, including, but not limited to, possession and use of the Allocated Space for District programs and services.

E. Civic Center Act. Although ASA shall have primary use of the Allocated Space during its regular school hours, ASA agrees to comply with the provisions of the Civic Center Act (Education Code § 38130 *et seq.*) in making use of the facilities accessible to members of the community. After 4:00 PM during each week and all day on weekends and holidays, the Allocated Space shall be subject to use by the public pursuant to the Civic Center Act and/or any joint use or recreational program use that has been deemed appropriate by the District. ASA shall direct all individuals requesting Civic Center Act access, joint use, or recreational program use to contact the District to request use of the Allocated Space.

F. District Use. The District retains all rights to use the remaining facilities of the El Rancho school site that are not allocated to ASA for any District purpose, program, and/or event.

G. Third-Party Use. In the event a District-approved third-party uses the Allocated Space, ASA 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 Allocated Space.

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 geographic boundaries of a school district. ASA agrees that for the five (5) year Term of this Agreement it will not establish any additional physical locations and/or sites within the District beyond the Allocated Space.

I. Full and Complete Satisfaction. ASA agrees that the provision of the Allocated Space pursuant to this Agreement constitutes full and complete satisfaction of the District's obligation to provide facilities, including furnishings and equipment, to ASA under Education Code § 47614 and the Proposition 39 regulations for each year of the five (5) year Term. ASA agrees that, by accepting the Allocated Space, ASA certifies that the District has fully and completely satisfied the District's obligation to provide facilities, including furnishings and equipment, to ASA under Education Code § 47614 and all Proposition 39 implementing regulations for each year of the five (5) year Term. ASA waives and forever releases the District

regarding any allegation that the District has taken any actions to impede ASA from expanding its enrollment to meet pupil demand for the Term. Furthermore, ASA 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 ASA believes would violate the substantive or procedural requirements of Proposition 39 and its implementing regulations.

J. Satisfaction of Proposition 39 Obligation. The District and ASA agree that, during the Term of this Agreement, ASA will annually submit Proposition 39 school facilities requests as required by Education Code § 47614.

K. Enrollment. The Parties agree that during the Term of this Agreement ASA's enrollment shall be consistent with the projected enrollment set out in ASA's January 6, 2020 renewal charter petition.

In addition, ASA shall also not submit another charter petition to the District to operate a charter school in the District during the five (5) year Term. ASA also waives and forever releases the District from any and all claims that in any of the school years falling within the five (5) year Term of this Agreement and any extension thereof, the District has taken any action to impede ASA from expanding enrollment to meet student demand.

L. Furnishings and Equipment. The District will provide ASA reasonably equivalent furnishings and equipment as defined by 5 CCR § 11969.2(e) to ASA. All facilities, furnishings, and equipment provided to ASA shall remain the property of the District, shall be used for the sole purpose of operating ASA's educational program, and shall be returned to the District at the end of the Term in the same condition as received. ASA shall be financially responsible for any damage caused by its use of the furnishings and equipment.

- i. ASA shall develop and maintain an inventory of all reasonably equivalent furnishings and equipment received from the District. ASA shall provide the District with the inventory on September 30 of each year during the Term of this Agreement.
- ii. During the Term of this Agreement, ASA shall request repair of furnishings and equipment (including, but not limited to desks, chairs, playground equipment, servers, switches, security alarms, telephones, fixtures, and other technology, security, and telecommunications related hardware) consistent with District policies via the District's "SchoolDude," online work order system.

M. Utilities. ASA shall be responsible for payment of utility services costs during ASA's use of the Allocated Space during the 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, trash collection and disposal, internet, telephone, cable, etc.) and bill ASA for 100% of all utility costs each month during the Term. ASA 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 (30)

calendar days of receipt of such invoice from the District. Should ASA acquire Additional Facilities (see § 2.B.) which increase utility services costs, ASA shall be responsible for paying the increased utility services costs.

N. Computer Network and Internet Services. The District will provide ASA a reasonably equivalent Computer Network for the Allocated Space, which includes the network infrastructure, a firewall, and an operational phone and intercom system, but does not include the District providing any servers to ASA. If ASA accepts the District's March 31, 2021 Final Notification of Facilities Offered, ASA agrees it will sign a Computer Network Memorandum of Understanding, which defines the District's provision of and ASA's use of the District's computer network at the Allocated Space, for the five (5) year Term.

O. Allocation of Facilities. Pursuant to Proposition 39 requirements, the allocation of classrooms and space to ASA shall be based upon ASA's in-District ADA for each year of the five (5) year Term. In the event that the Allocated Space has been "over allocated" in accordance with 5 C.C.R. § 11969.8, ASA shall reimburse the District accordingly.

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

3. Fees.

A. The District shall provide ASA with "substantially rent free" facilities for the Term of this Agreement and shall charge ASA a supervisory oversight fee at a rate of three percent (3%) of the ASA's revenue pursuant to Education Code § 47613(b).

B. The District shall invoice ASA for the three percent (3%) oversight fee payable under Education Code § 47613 quarterly on September 30, December 30, March 31, and June 30 of each year during the five (5) year Term. Payment from ASA to the District will be due in fifteen (15) calendar days from the date of the invoice.

C. ASA acknowledges that late payment of the oversight fee to the District will cause the District to incur costs not contemplated by this Agreement, 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 the oversight fee from ASA by 4:00 PM within ten (10) calendar days after the date the payment is due, ASA shall pay to the 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 ASA shall represent a fair and reasonable estimate of the costs District will incur by reason of late payment by ASA. Acceptance of late sums by the District shall in no event constitute a waiver of ASA's default with respect to any overdue amount, nor prevent District from exercising any of its other rights and remedies granted hereunder.

4. Maintenance. All facilities provided to ASA 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. 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 ASA’s 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 ASA requests that the District perform maintenance and repairs, ASA shall submit a request via the District’s “SchoolDude,” online work order system. The District reserves the right at any time to implement a different process for ASA’s submission of maintenance and repair requests.

ASA shall be responsible for all custodial services at the Allocated Space. ASA shall require all custodial services to be performed in a manner equivalent to the custodial services performed at all other District school sites. Should ASA 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 ASA reasonable costs for such services if ASA 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 ASA receives written permission from the District to perform landscaping or grounds keeping. ASA shall not modify or remove any landscaping or trees in the Allocated Space or the El Rancho school site in any manner, unless ASA receives written permission from the District. ASA shall request removal of graffiti and repair of any vandalism at the Allocated Space consistent with District policies as soon as possible, but in no event later than 72 hours after such graffiti and/or vandalism is discovered.

ASA 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 ASA’s use of the Allocated Space. ASA 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. ASA shall implement any and all safety measures specified, implied, or otherwise reasonably necessary to comply with any COVID-19 Health Orders applicable to ASA’s use of the exclusive 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 ASA staff, students, guests, or invitees to refrain from entering the El Rancho 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 ASA staff and students to be vaccinated against the COVID-19 virus. ASA 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 El Rancho school site and the specific property used pursuant to this Agreement.

6. Cleaning/Sanitation. ASA 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 use space used by District or ASA staff and students. This cleaning process must be implemented before and after any such use by the District or ASA and must be applied to the entire facilities used by the District or ASA, including any equipment or furniture within the El Rancho school site. After the end of any use, ASA 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 Allocated Space in accordance with District's Integrated Pest Management Program policy and the Healthy Schools Act upon written notice to ASA of its intention to do so, the schedule upon which the pest management service will be provided and the estimated cost of such pest management service. ASA shall pay the reasonable and customary fee or charge for said pest management service, which will be included in ASA's utilities costs. ASA must submit a written request to the District if ASA wants to schedule the pest management service provided by the District. ASA shall provide the District with ASA's Integrated Pest Management Program certificate on or before July 1 of each year during the Term.

8. Installation of Improvements by ASA. ASA shall have no right to make alterations, additions to the Allocated Space or the El Rancho school site in any way, or to construct or install any improvements (as defined in California Civil Code § 8050(a)) on the Allocated Space or the El Rancho school site or otherwise alter the Allocated Space or the El Rancho school site in any way without the prior written consent of the District, and if required, the Division of the State Architect ("DSA"). ASA shall not paint any part of the Allocated Space or the El Rancho school site without the prior written consent of the District. Unless otherwise specified in this Agreement, in each case where prior written consent of the District is required under this section or any other provision of this Agreement, 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 ASA 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, and clearance, and all other applicable fire and building code standards requires prior inspection and written approval by the Chino Valley Fire District.

B. District's 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 ASA with respect to the construction or installation of 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'

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compensation insurance and performance and payment bonds consistent with the District's construction requirements. The construction or installation of 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 agents shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the Allocated Space and the El Rancho school site, and to inspect the work.

D. Indemnification for Alterations or Installation of Improvements Work. ASA shall indemnify, defend, and hold harmless the District, its directors, officers, and employees or contractors from ASA's violation of 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 improvements be paid prevailing wages.

E. Delivery of Instruments and Documents. ASA shall deliver to the District, promptly after ASA'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 Allocated 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 and Claims. ASA shall not permit any liens or claims to stand against the Allocated Space for labor or material furnished in connection with any work performed by ASA. Upon reasonable and timely notice of any such lien or claim delivered to ASA by the District, ASA may bond and contest the validity and the amount of such lien, but ASA shall immediately pay any judgment rendered, shall pay all proper costs and charges, and shall have the lien or claim released at ASA's sole expense. Additionally, ASA shall not use or operate 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. ASA shall provide written evidence of close-out and certification or approval, in a form reasonably acceptable to the District.

9. Signs. ASA shall, at ASA's sole cost, have the right to place one sign to be mounted on an existing building on the Allocated Space stating ASA's charter school name and other pertinent information, a sign indicating the main office of ASA, and other directional signs as appropriate, provided ASA obtains the prior written approval and consent of District. The signage shall not require any improvements or modifications to the Allocated Space in order to erect such signage. ASA's signs shall be in compliance with all District standards and ASA's receipt of any applicable permits and approvals required under any municipal or other governmental laws, ordinances, rules

or regulations. Throughout the Term of the Agreement, ASA shall, at its sole cost and expense, maintain all of its signage and all appurtenances in good condition and repair. At the termination of the Agreement, ASA shall remove all signs which it has placed on the Allocated Space, and shall repair any damage caused by the installation or removal of ASA’s signs.

10. Surrender. Upon the expiration of the Term or earlier termination of this Agreement, ASA shall restore and surrender the Allocated Space and the Furnishings and Equipment to the District, in the same condition as when received, free and clear of any liens or encumbrances. ASA shall be financially liable for any damage or excessive wear and tear to the Allocated Space. No fixtures as defined by California Civil Code § 660 shall be removed by ASA at any time.

A. If ASA has made any improvements or alterations, whether temporary or permanent in character, all of ASA’s improvements or alterations shall, unless otherwise agreed to by the District, be removed and the Allocated Space shall be surrendered to District upon the date of the expiration of the Term or earlier termination of this Agreement in the condition existing prior to ASA’s alterations or improvements at the expense of ASA.

B. If ASA has made any alterations or improvements, at least thirty (30) calendar days prior to the last day of the Term, ASA shall, unless otherwise agreed to by the District, provide the District with its plans for removal and restoration, and the District may require modifications to said plans to ensure the premises are restored to substantially the same condition they were in prior to ASA’s occupancy at the Allocated Space.

C. Prior to the last day of the Term, ASA shall, unless otherwise agreed to by the District, remove completely all of ASA’s personal property, including moveable ASA furniture, ASA trade fixtures and equipment not attached to the Allocated Space, and repair all damage caused by removal.

D. Any of ASA’s personal property not so removed on or before the end of the Term shall be deemed abandoned by ASA and associated costs to store, remove, or dispose of ASA’s abandoned property shall be the financial responsibility of ASA. After ten (10) business days and after written notification to ASA, any and all ASA personal property shall, at the option of District, automatically become the property of the District upon the expiration or termination of this Agreement or fifteen (15) business days after written notification to ASA. Thereafter, the District may retain or dispose of ASA’s personal property in any manner without any further notice or liability whatsoever to ASA.

11. Holding Over. ASA will not be permitted to hold over possession of the Allocated Space after the date of the expiration of this Agreement or earlier termination of this Agreement without the express written consent of the District, which consent by the District may withhold in its sole and absolute discretion. Any holdover by ASA shall constitute a breach of this Agreement by ASA 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, ASA shall not occupy and use the Allocated Space during the hold over period except to remove ASA’s personal property and alterations or improvements as coordinated with the District; provided, however, that these hold over provisions shall not apply to those situations where ASA previously made a timely and legally sufficient request under Proposition 39 regulations for the school year to commence

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after the last day of the one-year term for facilities requests, the District made a facilities offer and ASA accepted, and there is a delay in the delivery of the facilities. No payment of money by ASA after termination of this Agreement, or after the giving of notice of termination by the District to ASA shall reinstate, continue or extend the Term.

12. Compliance with District Policies. ASA shall comply with all CVUSD Board policies regarding the operations and maintenance of the Allocated 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 Allocated Space through security systems and devices, including, but not limited to, locks, gates, and, at the District's option, a monitored security system. ASA is required at all times to maintain the security of the Allocated Space by the proper use of all such security systems and devices. ASA is strictly prohibited from changing, modifying or installing any locks and 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 ASA. Upon expiration or termination of the Term of this Agreement, the District shall rekey all locks at the Allocated Space to the specifications of the District.

14. Emergencies. The Chief Executive Officer of ASA and the District's Superintendent 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 within the Allocated Space or at the El Rancho school site. Health and/or safety emergencies shall include but not be limited to reports of any serious incident that takes place within the Allocated Space or at the El Rancho school site when law enforcement, fire department, or paramedics are involved, including incidents of arson, incidents of physical or sexual abuse, bomb threats, weapons on the Allocated Space or the El Rancho school site, active shooter on the Allocated Space or the El Rancho school site, and the sale of narcotics on the Allocated Space or the El Rancho school site. ASA employees, volunteers, students, and faculty shall cooperate with and participate in any lockdowns, exigent security procedures, and emergency response training, procedures, and protocols required by the District on the Allocated Space. The District will provide ASA with District emergency procedures to be followed on all areas of the Allocated Space or El Rancho school site.

15. School Safety Plan. ASA must develop and submit to the District by September 1, 2022 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.*"

16. Condition of Subject Property. The District is not aware of any defect in or condition of the El Rancho school site that would prevent ASA's use of the Allocated Space for ASA'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 El Rancho school site that calls into question the appropriateness or sufficiency of the El Rancho school site for their intended purpose. ASA, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to ASA's use and occupancy of the Allocated Space including, without limitation, those relating to health, safety, noise, environmental protection, zoning

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compliance and approvals, waste disposal, water and air quality compliance, building codes, fire codes, and environmental laws including asbestos, lead, etc., triggered by ASA's use of the Allocated Space or any alterations, additional, improvements, or modifications to the Allocated Space made by ASA with the District's approval.

ASA 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 ASA. ASA shall assume responsibility for compliance with ADA and FEHA access laws to the extent of any modifications or improvement made by ASA. Should any modifications or improvements made by ASA change or affect the character of any existing improvements, ASA shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. ASA shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications to the Allocated Space.

ASA shall not do or permit anything to be done in or about the Allocated Space nor bring or keep anything therein which will in any way increase the District's existing insurance rates or affect any fire or other insurance upon the Allocated Space or any of its contents or cause a cancellation of any insurance policy covering said Allocated Space or any part thereof or any of its contents, nor shall ASA sell or permit to be kept, used, or sold in or about said Allocated 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 Allocated Space due to ASA's use and occupancy thereof, ASA, at its expense, shall be obligated to clean all the property affected, including, if applicable, any other affected properties in the vicinity of the Allocated Space, to the satisfaction of the District and any governmental agencies having jurisdiction over the Allocated Space or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If ASA 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 ASA.

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

17. Title. The Parties acknowledge that title to the El Rancho school site, including ASA's Allocated Space, 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 ASA's personal property or persons (including without limitation ASA's students or members of ASA's staff).

B. The ASA Board of Directors shall ensure that at all times ASA 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 Agreement, ASA 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 ASA'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 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 not 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 ASA's Allocated Space and ASA's operations at the El Rancho school site.
 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 twenty-five million dollars (\$25,000,000) per occurrence and twenty-five million dollars (\$25,000,000) 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** - ASA 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** - ASA 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** - ASA shall maintain Workers' Compensation Insurance as required by the California Labor Code. ASA 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 Workers' Compensation 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 (\$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 ASA employee dishonesty.
- x. **Law Enforcement Activities Liability** - ASA shall maintain insurance that covers law enforcement activities liability not less than two million dollars (\$2,000,000) per occurrence.
- xi. **Student and Volunteer Accident** - ASA shall maintain student accident insurance with limits of fifty thousand dollars (\$50,000) per injury/accident, and volunteer accident insurance with limits of twenty-five thousand dollars (\$25,000) per injury/accident.
- xii. **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 the duties and obligations as are undertaken by ASA 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.
- xiii. **Endorsement** - 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 ASA; and with respect to liability arising out of

ASA's operations, including work or operations performed by or on behalf of the ASA, and the acts and/or omissions of the ASA's officers, employees, invitees, agents, and volunteers."

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

- xiv. **Provision of Certificates of Insurance Policies** - ASA 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. ASA shall not be allowed to occupy the Allocated Space until it has provided all required insurance documentation.
- xv. **Expiration/Cancellation of Insurance Policies** - ASA 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.
- xvi. **Notice of Deductibles and Self-Insured Retentions** - ASA agrees that any deductibles or self-insured retentions must be declared to and approved by the District.

C. ASA shall maintain all of the above insurance based upon coverage for the number of persons employed by ASA. ASA shall provide the District with written notice of the number of employees that ASA's insurance covers and the number of employees employed at ASA quarterly on September 30, December 30, March 31, and May 30 of each year during the five (5) year Term.

D. The District's insurance and coverage requirements for ASA are subject to annual review each year during the five (5) year Term and may be modified as necessary.

E. The District may, at its discretion, require additional coverage or additional limits based upon the nature of ASA's activities during the five (5) year Term. Any waiver or modification of these insurance requirements can only be made with the prior written approval of the Superintendent or his or her designee.

F. The aforementioned minimum limits of policies shall in no event in any way limit the liability of ASA hereunder.

G. **Failure to Obtain Insurance.** ASA agrees that if ASA does not take out and maintain all insurance required herein, then the District may (but shall not be required to) procure said insurance on ASA's behalf and charge ASA the premiums and may recover reasonable administrative costs for procuring such insurance. ASA shall have the right to provide such insurance coverage pursuant to blanket policies obtained by ASA, provided such blanket policies expressly afford coverage to the Allocated Space and to the District, as required by this Agreement.

H. **Waiver of Subrogation.** ASA grants to the District a waiver of any right to subrogation which any insurer may acquire from ASA by virtue of the payment of any loss. ASA

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agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. ASA shall, upon obtaining the policies of insurance required under this Agreement, give notice to the insurance carrier or carriers that the foregoing waiver of subrogation is contained in this Agreement.

19. Indemnification. ASA is acting on its own behalf in operating at the Allocated Space 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, ASA 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 Allocated Space arising from, or in connection with (a) ASA’s use of the Allocated Space including without limitation, the operation of the ASA charter school, or (b) in connection with the operations by ASA at the Allocated Space, including without limiting the generality of the foregoing:

- i.** Any default by ASA in the observance or performance of any of the terms, covenants, or conditions of this Agreement on ASA’s part to be observed or performed;
- ii.** The use or occupancy of the Allocated Space by ASA of any person claiming by, through or under ASA or ASA’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 Allocated Space either prior to, during, or after the expiration of the Term of this Agreement (“Liability” or “Liabilities”); and
- iii.** Any claim by a third party that the District is responsible for any actions by ASA in connection with any use or occupancy of the Allocated Space or in any way related to this Agreement.

Such obligations of ASA shall include claims arising from any person claiming to have contracted COVID-19 as a result of entering the El Rancho school site at the permission or request of the District or ASA, except to the extent such claims arise out of the sole negligence, active negligence, or willful misconduct of the District.

ASA’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 ASA, the District shall (“Indemnifying Party”) indemnify, hold harmless and defend, release and protect ASA, 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 Allocated Space arising from, or in connection with (a) the District’s use of the Allocated Space including without limitation, the operation by District of operations on the Allocated Space, or (b) in connection with the operations by the District at the Allocated Space, 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 Agreement on District’s part to be observed or performed;
- ii. The use or occupancy of the Allocated Space 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 Allocated Space either prior to, during, or after the expiration of the Term of this Agreement (singularly “Liability” or collectively “Liabilities”); and
- iii. Any claim by a third party that ASA is responsible for any actions by the District in connection with any use or occupancy of the Allocated Space or in any way related to this Agreement.

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

- C.** The Indemnification provisions of this section shall survive the expiration or earlier termination of this Agreement.

20. Coronavirus Addendum.

- A.** Regarding, but not limited to, the SARS-CoV-2 virus (the “Coronavirus,” also known as “COVID-19”), ASA 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 ASA’s use of the facilities under the Amended MOU at any time if, in the sole discretion of the District, the District determines that ASA or

ASA's invitees/participants are not in full compliance with the Guidelines. If the District terminates ASA's use of the facilities under the Amended MOU pursuant to this paragraph, ASA will 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 facilities under the Amended MOU. It shall be ASA's responsibility to appropriately and thoroughly clean, disinfect, and maintain a clean, disinfected, and sanitized environment during the Term of the Amended MOU as defined in the Amended 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.** ASA recognizes that there is presently a significant element of risk of Coronavirus transmission when any group of people gathers. ASA has reviewed and understands the risks reflected in the local, state, and federal alerts and guidelines, including, but not limited to, the links above. ASA assumes all risks, known and unknown, arising from its use and occupancy of the facilities under the Amended MOU, including risks from the Coronavirus. ASA 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 El Rancho school site. ("ASA" is defined herein as the Allegiance STEAM Academy-Thrive 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, ASA releases the District, its affiliated campuses, and its governing board, 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 ASA's use and occupancy of the El Rancho school site, 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 ASA's use and occupancy of the El Rancho school site, even though that liability may occur or arise out of the negligence or carelessness on the part of the District. ASA understands that by signing this Agreement, ASA is releasing claims and giving up substantial rights, including the right to sue, and acknowledges that ASA is doing so voluntarily. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.
- F. **INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, ASA 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 AMENDED MOU FOR THE USE OF THE DISTRICT'S FACILITIES AND THIS CORONAVIRUS ADDENDUM, INCLUDING AS IT**

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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.

21. Damage and Destruction of Facilities.

A. Partial Damage. If the Allocated Space is damaged by any casualty which is covered by applicable insurance, and ASA still has access to at least sixty percent (60%) of the usable classroom space, then the Allocated 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 Agreement shall continue in full force and effect, except that ASA 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 ASA's use of the Allocated Space. The District shall provide ASA with reasonably equivalent temporary housing on the Allocated Space, or another school site that is near to the El Rancho school site for any part of ASA's program that is displaced by the partial damage and/or the repair work of the same.

B. Total Destruction. If the Allocated Space is totally destroyed (defined as the destruction of more than forty percent (40%) of the usable classroom space), or the Allocated Space cannot be restored as required herein, notwithstanding the availability of insurance proceeds, then the District will provide ASA with another reasonably equivalent school facility, if necessary, sufficient to accommodate ASA's enrollment as soon as possible after the effective date of the damage to minimize any interruption in ASA's educational program. If the District provides ASA with a reasonably equivalent school facility, the District reserves the right to update this Agreement with the different school facility address and allocation of space.

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 Allocated Space by ASA. ASA may restore or replace same if damaged. ASA shall have no claim against the District for any damage suffered by reason of any repair or restoration.

22. Termination.

A. Default or Material Breach by ASA. This Agreement will automatically terminate upon commission of a default or material breach of ASA's obligations.

- i. A default and material breach of this Agreement includes but is not necessarily limited to the occurrence of one or more of the following events:

NE: _____
SC: 

1. Any failure by ASA to make payments required to be paid hereunder, where such failure continues for thirty (30) calendar days after written notice by the District to ASA;
2. The abandonment of the Allocated Space by ASA where such abandonment of the Allocated Space continues for fifteen (15) calendar days after written notice by the District to ASA;
3. A failure by ASA to observe and perform any provision of this Agreement to be observed or performed by ASA, where such failure continues for thirty (30) calendar days after written notice thereof by the District to ASA (unless, the nature of the default is such that the same cannot reasonably be cured within said 30-day period and ASA shall not be deemed to be in default if ASA 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 ASA); 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. Actions by ASA causing the revocation or non-renewal of ASA's charter by the Chino Valley Unified School District Board of Education;
5. The making by ASA of any general assignment or general arrangement for the benefit of creditors; the filing by or against ASA a petition to have ASA 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 ASA, the same is dismissed within sixty (60) calendar days); the appointment of a trustee or receiver to take possession of substantially all of ASA's assets located at the Allocated Space or of ASA's interest in this Agreement, where possession is not restored to ASA within thirty (30) calendar days; or the attachment; execution or other judicial seizure of substantially all of ASA's assets located at the Allocated Space or of ASA's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days;

6. The failure by ASA to utilize the Allocated Space for the sole purpose of operating a charter school and for no other purpose as authorized by this Agreement, where such failure shall continue for a period of fifteen (15) calendar days after receipt of written notice thereof by the District to ASA;
7. The failure of ASA to limit its use of the Allocated Space pursuant to this Agreement 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 ASA;
8. The assignment, subletting, or transfer of this Agreement in violation of Section 28 of this Agreement.

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

- i. Maintain this Agreement in full force and effect and recover all use payments and other monetary charges as they become due, without terminating ASA's right to possession irrespective of whether ASA has abandoned the Allocated Space.
- ii. Terminate ASA's right to possession of the Allocated Space by written notice to ASA, in which case this Agreement shall terminate and ASA shall immediately surrender possession of the Allocated Space to the District. In such event the District shall be entitled to recover from ASA all damages incurred by the District by reason of ASA's default.
- iii. In the event of any default by ASA and if ASA fails to cure the default within the time period specified in this Agreement after receipt of written notice from the District of such default, the District shall have the right, with or without terminating this Agreement, to enter ASA's exclusive use space allocated to ASA and remove all persons and personal property from the space, such property being removed and stored in a public warehouse or elsewhere at ASA's sole cost and expense. No removal by the District of any persons or property in the Allocated Space shall constitute an election to terminate this Agreement. The District's right of entry shall include the right to remodel ASA's exclusive use space and re-let ASA's exclusive use space. Any payments made by ASA or third party to whom the facilities are re-let shall be credited proportionately to the amounts owed by ASA under this Agreement. No entry by the District

shall prevent the District from later terminating this Agreement by written notice.

- iv. If ASA fails to perform any covenant or obligation to be performed within a time period specified by this Agreement after ASA receives written notice of such failure from the District, the District may perform such covenant or obligation at its option, after notice to ASA. In the event of an emergency, the District has the right to perform such activity to mitigate any impact from the emergency. All reasonable costs incurred by the District to perform such covenant or obligation shall be timely reimbursed to the District by ASA after ASA receives an invoice. Any performance by the District of ASA'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 ASA under this Agreement shall be timely paid by ASA to the District after ASA receives an invoice from the District.
- v. 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 Agreement, at law or in equity.

C. Default by District. The District shall not be in default unless the District fails to perform obligations required of the District within a reasonable time, but in no event later than thirty (30) calendar days after written notice by ASA 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. ASA's Remedies for District's Default. In the event of default by the District, ASA may pursue any remedies available by law.

23. Fingerprinting. ASA shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements required in Education Code § 45125.1 for all ASA employees, contractors, vendors, volunteers, agents and other individuals ASA allows on the Allocated Space. The District will ensure compliance with all applicable fingerprinting and criminal background investigation requirements for any District employees, contractors, vendors, or agents that come to the Allocated Space.

24. Access. ASA shall permit District, its agents, representatives or employees, to enter upon the Allocated Space and El Rancho school site for the purpose of inspecting same or to make repairs, alterations, or additions to any portion of the Allocated Space and El Rancho 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 if the District's access is for purposes of performing the District's statutory oversight obligations.

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

If to the District:

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

If to ASA:

Allegiance STEAM Academy Charter School
5862 C Street
Chino, CA 91710
Attention: Chief Executive Officer

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.

26. Compliance with All Laws. ASA shall comply with all requirements of all governmental authorities, in force either now or in the future, affecting the Allocated Space, and shall at all times observe during ASA's use of the Allocated Space all laws, regulations and ordinances of all such authorities, in force either now or in the future, including, without limitation, all applicable federal, state and local laws, regulations, and ordinances pertaining to air and water quality, hazardous material, waste disposal, air emission and other environmental matters.

A. California Environmental Quality Act. ASA 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. ASA acknowledges that obtaining CEQA approval for a project may cause delays and/or require that a project be modified or abandoned. ASA 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. ASA shall at all times comply with all Environmental Laws relating to industrial hygiene and environmental conditions on, under, or about the Allocated Space, including but not limited to air, soil, and ground water conditions. ASA shall not cause or permit any Hazardous Material to be generated, manufactured, handled, brought onto, used, stored, or disposed of in or about the Allocated Space and any improvements by ASA or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office, classroom and janitorial supplies (which shall be used and stored in strict compliance with 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

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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 § (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 § 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.** ASA shall promptly notify the District in writing if ASA 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 Allocated Space or El Rancho school site in violation of Environmental Laws. ASA 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 Allocated Space or compliance with Environmental Laws. ASA shall promptly supply the District with copies of all notices, reports, correspondence, and submissions made by ASA 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. ASA shall promptly notify the District of any liens threatened or attached against the Allocated 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 the Allocated Space to determine whether ASA is complying with ASA’s obligations set forth in this section, and to perform environmental inspections and samplings, during regular business hours (except in the event of an emergency) or during such other hours as District and ASA may agree.
- iii. **Indemnification.** ASA’s indemnification and defense obligations in this Agreement shall include any and all claims arising from any breach of ASA’s covenants regarding hazardous materials under this section.

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

A. **Neighborhood Issues.** ASA agrees to reasonably cooperate with the District, the City of Chino, and any representatives of the neighborhood surrounding the El Rancho school site

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to address any and all concerns that may arise concerning ASA's impact on traffic near the El Rancho school site, or traffic during student drop-off and pick-up times during the school day, related to operations of ASA. ASA shall monitor traffic conditions surrounding the El Rancho school site and proactively take steps to maximize safety and minimize traffic congestion affecting the neighborhood community. ASA shall take continuing action to ensure that all ASA staff, students and all visitors (including parents or guardians) observe all California traffic laws in accessing, parking at or nearby, and exiting the El Rancho school site.

B. Student Drop-off and Pick-Up. ASA also agrees to take continuing action necessary to ensure that all student drop-off and pick-up activities occur solely in designated areas located on the El Rancho school site as part of ASA's Allocated Space.

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

D. Supervision. It shall be the ongoing responsibility of ASA for the Term of this Agreement 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 volunteers and other invitees while on the Allocated Space. ASA 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 ASA's school-related activities.

28. Subcontract and Assignment. ASA shall not assign or sublet this 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.

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

30. Entire Agreement of Parties. This Amended Facilities Memorandum of Understanding, together with its attachment, and the District's April 1, 2021 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 ASA's use of the Allocated Space and/or other District facilities. In the event of a conflict between this Amended Facilities Memorandum of Understanding and ASA's January 6, 2020 renewal charter petition, this Amended Facilities Memorandum of Understanding shall control. This Amended Facilities Memorandum of Understanding may be amended or modified only by a written instrument executed by both Parties.

31. Legal Interpretation. This 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 Agreement shall be filed in the Superior Court of San Bernardino County, California. The Parties expressly understand and agree that this Agreement is not intended by the Parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. ASA acknowledges that a non-exclusive license is a valid form of agreement for use of the Allocated Space and shall not contest the validity of the form of this Agreement in any action or proceeding brought by ASA against the District, or by the District against ASA. Should either Party be compelled to institute arbitration, 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 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.

32. 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.

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

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

35. Captions. The captions contained in this 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.

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

37. Incorporation of Recitals and Attachment. The Recitals and Attachment 1 Site Plan attached hereto are incorporated herein by reference.

38. Board Approval. This Agreement shall become effective upon approval by the District's Governing Board followed by approval by ASA's Board of Directors.

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

40. Attorneys' Fees. Each party shall bear its own respective costs, expenses, and attorneys' fees in all matters or litigation concerning this Agreement.

Each person below warrants and guarantees that she/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement. This Agreement may be signed in counterparts 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.

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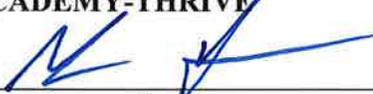
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as below:

**CHINO VALLEY UNIFIED
SCHOOL DISTRICT**

Dr. Norm Enfield
Superintendent

_____, 2022
Date

**ALLEGIANCE STEAM
ACADEMY-THRIVE**



Dr. Sebastian Cognetta
Chief Executive Officer

March 8, 2022
Date

NE: _____
SC: *SC*

Approved and ratified on _____, 2022 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 March 7, 2022 by the Allegiance STEAM Academy Inc. Board of Directors by the following vote:

AYES: 4

NOES: 0

Abstentions: 0



Dr. Sebastian Cognetta
Chief Executive Officer

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: April 7, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D, Superintendent

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

SUBJECT: RESOLUTION 2021/2022-67, EMERGENCY REQUEST TO SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS FOR AUTHORIZATION TO AWARD A CONTRACT WITHOUT BIDDING AND ADVERTISING FOR REPAIRS AT WICKMAN ES

=====

BACKGROUND

On March 1, 2022, there was a power failure at Wickman ES that affected one area of the campus which consisted of three classrooms. While CVUSD electricians were troubleshooting the issue, additional areas of the campus experienced the loss of power for a total of nine classrooms. Upon further investigation by a high voltage utility contractor, it was determined the power failure was due to a damaged, underground, high voltage line feeding the campus.

Initially, the cost of the repair was determined to be approximately \$49,525.00, which was awardable to the contractor as a CUPCCAA project. However, as work progressed, a second underground, high voltage line was discovered to have failed, thereby increasing the cost to \$95,687.00. This work also required the placement and use of an onsite diesel generator to power the nine affected classrooms until the repairs could be completed on March 7, 2022, for a total cost of \$153,039.00.

Because of this electrical failure, the nature of the repairs and the disruption to classes, it was necessary to perform emergency repair work without advertising for or inviting bids.

Public Contract Code 20113 relieves the Board of Education from bidding requirements when, in an emergency, any repair, alteration, work, or improvement is necessary to permit the continuance of existing school classes or to avoid danger to life or property. The Board must vote unanimously to request approval of the San Bernardino County Superintendent of Schools.

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

RECOMMENDATION

It is recommended the Board of Education adopt resolution 2021/2022-67, Emergency Request to San Bernardino County Superintendent of Schools for authorization to award a contract without bidding and advertising for repairs at Wickman ES.

FISCAL IMPACT

\$153,039.00, RMA Fund 01.

NE:GS:AH:pw

**Chino Valley Unified School District
Resolution 2021/2022-67
Emergency Request to San Bernardino County Superintendent of Schools for
Authorization to Award a Contract Without Bidding and Advertising for
Repairs at Wickman ES**

WHEREAS, the California Education Code Section 20113 relieves the governing boards of school districts from bidding requirements when, in an emergency, repairs, alterations, work or improvement are necessary to permit the continuance of existing classes or to avoid danger to life and property;

WHEREAS, on March 1, 2022, there was a power failure at Wickman ES that affected classrooms and ongoing operations;

WHEREAS, the District's high voltage contractor discovered the cause of the outage to be from damaged, underground high voltage power lines;

WHEREAS, the normal bidding process would further affect normal school-wide operations and the education of students;

WHEREAS, immediate repairs, alterations, work or improvements were necessary to permit the continuance of existing school classes;

WHEREAS, the cost to make such repairs exceeded the statutory limit for bidding requirements; and

WHEREAS, the District had insufficient time to advertise for bids.

THEREFORE, BE IT RESOLVED that the Board of Education of the Chino Valley Unified School District declares that an emergency condition existed at Wickman ES.

IT IS RESOLVED FURTHER that the Administration of the Chino Valley Unified School District is authorized to request relief from the bidding requirements from the San Bernardino County Superintendent of Schools.

IT IS RESOLVED FURTHER that the Superintendent or his designee is authorized to sign all related documents.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 7th day of April 2022, by the following vote:

Bridge _____
Cruz _____
Na _____
Schaffer _____
Gagnier _____

I, Norm Enfield, 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



San Bernardino County Superintendent of Schools

EMERGENCIES – AWARD OF CONTRACTS WITHOUT BIDS

Public Contract Codes 20113 (K-12) and 20654 (CC)

Name of School District Chino Valley Unified School District

Contact Person Gregory Stachura

Telephone (909) 628-1201, Ext. 1203 Date March 14, 2022

In accordance with Public Contract Code 20113 (K-12) or 20654 (CC), an emergency at Chino Valley Unified School District Community College has arisen.

(Please explain) On March 1, 2022, there was a power failure at Wickman Elementary School that affected one area of the campus which consisted of three classrooms. While CVUSD electricians were troubleshooting the issue, additional areas of the campus experienced the loss of power, which now totaled nine classrooms, with no explanation as to what the cause was. Upon further investigation by a high voltage utility contractor, it was determined the power failure was due to a damaged underground, high voltage line feeding the campus. Initially, the cost of the repair was determined to be approximately \$49,525, which was awardable to the contractor as a CUPCCAA project. However, as work progressed, a second underground, high voltage line was discovered to have failed, thereby increasing the cost to \$95,687. This work also required the placement and use of an onsite diesel generator to power the affected classrooms until the repairs could be completed on March 7, 2022, at a total cost of \$153,039.00. Because of this electrical failure, the nature of the repairs and the disruption to classes, it was necessary to perform emergency repair work without advertising for or inviting bids.

The following repairs, alterations, work or improvement is necessary to:

- Check one
- A. Permit the continuance of existing school classes.
 - or
 - B. Avoid danger to life or property.

This approval is for awarding a contract without a bid only. It does not authorize a district to begin a project without obtaining any necessary local or state permits nor does it preclude any local or state building codes or ordinances.

The type of work to be performed includes: troubleshoot existing switchgear and underground cabling, replacement of two high voltage, underground electrical feeds, and placement and use of an onsite diesel powered generator to ensure the school has electricity for nine affected classrooms.

The Governing Board, at a regular/special meeting on April 7, 2022, approved an emergency request with a vote of to and is asking the approval of the County Superintendent of Schools to make a contract in writing or otherwise on behalf of the district for the performance of labor and furnishing of materials or supplies for this purpose without advertising for or inviting bids.

I certify that the above information is true and correct and in accordance with Public Contract Code 20113 or 20654.

Governing Board Designee

Superintendent
Title

April 8, 2022
Date

Required attachment for Superintendent's approval:

- Board Minutes/Resolution (unanimous vote)

Required attachments for DFS processing of payment:

- Contract documentation (where applicable)
- Bonds

Approved on: Disapproved on:

Ted Alejandre
County Superintendent of Schools

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
March 17, 2022

MINUTES

I. OPENING BUSINESS

I.A. CALL TO ORDER – 4:30 P.M.

1. Roll Call

President Gagnier called to order the regular meeting of the Board of Education, Thursday, March 17, 2022, at 4:30 p.m. with Bridge, Cruz, Na, Schaffer, and Gagnier present in the Board room.

Administrative Personnel

Norm Enfield, Ed.D., Superintendent
Sandra H. Chen, Associate Superintendent, Business Services
Grace Park, Ed.D., Associate 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 Gagnier adjourned to closed session at 4:30 p.m. regarding student discipline matters; a student readmission; public employee appointment: high school assistant principal; conference with labor negotiators: A.C.T. and CSEA; public employee discipline/dismissal/release; and public employee performance evaluation: Superintendent.

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

1. Report Closed Session Action

President Gagnier reconvened the regular meeting of the Board of Education at 6:00 p.m. with Bridge, Cruz, Na, Schaffer, and Gagnier present. The Board met in closed session from 4:30 p.m. to 5:50 p.m. regarding student discipline matters; a student readmission; public employee appointment: high school assistant principal; conference with labor negotiators: A.C.T. and CSEA; public employee discipline/dismissal/release; and public employee performance evaluation: Superintendent. No action was taken that required public disclosure.

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

I.C. COMMENTS FROM STUDENT REPRESENTATIVE

Esther Kim, student representative, spoke about varied emotions related to the lifting of the mask mandates; spoke about bills coming before the legislature; spoke about the inefficiency of school lunch lines; and spoke about college decisions.

I.D. COMMENTS FROM EMPLOYEE REPRESENTATIVES

Barbara Bearden, CHAMP President, spoke about students transitioning to junior and/or high school and said information regarding orientation is available on the relative school site’s web page; spoke about organizations coordinating and supporting fundraisers; spoke about the Julie Gobin Memorial Hit the Greens for Scholarships golf tournament; and gave a reminder for parents to screen their children for symptoms before sending them to school.

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

The following individuals addressed the Board: Jacob Costa, Cindy Foisy, Donna Martinez, and Caitlyn Martinez regarding mandates; Richard Wales regarding complaints; Jim Gallagher and Agnes Mazur read letters on behalf of persons in support of mandates; and Parent Advocacy of Chino Valley and Sonjia Shaw regarding updates on their work, and suggestions for a mental health study session.

I.F. CHANGES AND DELETIONS

The following change was read into the record: Item II.A.1., Rescinding the Safe Return to In-Person Instruction and Continuity of Services Plan, was pulled from the agenda.

II. ACTION

II.A. ADMINISTRATION

II.A.1. Rescinding the Safe Return to In-Person Instruction and Continuity of Services Plan

This item was pulled from the agenda.

II.A.2. Waiver of GPA Requirement for Extracurricular Activities

Moved (Na) seconded (Cruz) to discuss the item. Moved (Na) seconded (Cruz) carried unanimously (5-0) to table the item. Student representative voted yes.

II.B. BUSINESS SERVICES

II.B.1. 2021/2022 Second Interim Financial Report

Moved (Na) seconded (Bridge) carried unanimously (5-0) to approve the 2021/2022 Second Interim Financial Report and authorize the President of the Board of Education and the Superintendent to sign the positive Certification of Financial Condition for the current and two subsequent fiscal years. Student representative abstained.

III. CONSENT

Move (Na) seconded (Bridge) carried unanimously (5-0) to approve the consent items. Student representative voted yes.

III.A. ADMINISTRATION

III.A.1. Minutes of the March 3, 2022 Regular Meeting

Approved the minutes of the March 3, 2022 regular meeting.

III.B. BUSINESS SERVICES

III.B.1. Warrant Register

Approved/ratified the warrant register.

III.B.2. Fundraising Activities

Approved/ratified the fundraising activities.

III.B.3. Donations

Accepted the donations.

III.B.4. Legal Services

Approved payment for legal services to the law office of Tao Rossini, APC.

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

III.C.1. Student Expulsion Cases 21/22-21 and 21/22-25

Approved student expulsion cases 21/22-21 and 21/22-25.

III.C.2. Student Readmission Case 19/20-19

Approved student readmission case 19/20-19.

III.C.3. School Sponsored Trips

Approved/ratified the following school-sponsored trips for Ayala HS, Chino HS, and Don Lugo HS.

III.C.4. New Board Policy 0420.5 Philosophy-Goals-Objectives and Comprehensive Plans—Multi-Lingual Academy Pathways (MAP)

Approved new Board Policy 0420.5 Philosophy-Goals-Objectives and Comprehensive Plans—Multi-lingual Academy Pathways (MAP).

III.D. FACILITIES, PLANNING, AND OPERATIONS

III.D.1. Purchase Order Register

Approved/ratified the purchase order register.

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

Moved (Na) seconded (Bridge) motion carried (4-0-1 Gagnier recused herself) to approve/ratify 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. Resolution 2021/2022-66 for Authorization to Utilize Piggyback Contract
Adopted Resolution 2021/2022-66 for Authorization to Utilize Piggyback Contract.

III.D.5. Notice of Completion for CUPCCAA Project

Approved the Notice of Completion for CUPCCAA Project.

III.D.6. Change Order and Notice of Completion for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 06-02)

Approved the Change Order and Notice of Completion for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 06-02).

III.D.7. Change Order and Notice of Completion for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 07-01)

Approved the Change Order and Notice of Completion for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 07-01).

III.D.8. Change Order and Notice of Completion for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 26-01)

Approved the Change Order and Notice of Completion for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 26-01).

**III.D.9. Notice of Completion for Bid 20-21-12F, Safety and Security (Group 5)—
Butterfield Ranch ES, Eagle Canyon ES, Hidden Trails ES, Walnut ES,
and Wickman ES**

Approved the Notice of Completion for Bid 20-21-12F, Safety and Security (Group 5)—Butterfield Ranch ES, Eagle Canyon ES, Hidden Trails ES, Walnut ES, and Wickman ES.

**III.D.10. Approval of Member for the Measure G Bond Citizens’ Oversight
Committee in the Additional Category of Bonafide Taxpayer’s
Organization Representative**

Approved Art Bennett to the Measure G Bond Citizens’ Oversight Committee in the additional category of Bonafide Taxpayer’s Organization representative.

III.E. HUMAN RESOURCES

III.E.1. Certificated/Classified Personnel Items

Approved/ratified the certificated/classified personnel items.

III.E.2. Rejection of Claims

Rejected the claims and referred them to the District’s insurance adjuster.

III.E.3. Student Teaching Agreement with United States University

Approved the student teaching agreement with United States University.

IV. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

Joe Schaffer made no comments.

Don Bridge expressed sympathy to the family of Ron Reclusado, former coach/teacher at Don Lugo HS on his passing away; recognized St. Patrick’s Day; said the District’s spring break is from March 28 to April 1; and wished everyone a safe spring break.

Andrew Cruz said Orange County schools are requiring EKGs for young student athletes to play sports; spoke about publications reporting on the rates of the negative health effects from the COVID-19 vaccine; spoke about the potential to mandate vaccines; spoke about the lack of efficacy of COVID-19 booster shots; read students comments regarding how they felt about mandates and how they were mistreated; and asked Dr. Enfield to let him know who is responsible for decisions related to displaying posters at schools.

James Na asked Dr. Enfield to share student comments read by Mr. Cruz with site administrators so that they are aware of what is happening on campuses; asked Dr. Enfield to have site administrators (Briggs K-8) meet with a student who is facing challenges at the site; and asked Dr. Enfield to look into providing some type of early morning supervision or program for junior high schools to help parents and students in light of the change to start times; and requested a study session (for mental health issues) with an expert with deep knowledge on successful programs to help the student body.

Superintendent Enfield made no comments.

President Gagnier said that in addition to mental health concerns related to the pandemic, there are persistent issues that students face; said it would be helpful to have a holistic view of what services are currently offered for a comprehensive view; said persistent problems with childcare is another issue she is hearing more about; said we need to look at how we are staffing some of our programs and would like to be provided with a follow-up; said we need to look at transportation issues associated with the implementation of late start times (SB 328) and consider flexibility to transportation policies; and extended happy St. Patrick's Day wishes.

V. ADJOURNMENT

President Gagnier adjourned the regular meeting of the Board of Education at 7:13 p.m.

Christina Gagnier, President

James Na, Clerk

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: April 7, 2022
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

\$12,939,408.16 to all District funding sources.

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: April 7, 2022
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:if

CHINO VALLEY UNIFIED SCHOOL DISTRICT
April 7, 2022

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Chaparral ES</u>		
PTO	Harkins Movie Tickets	4/8/22
PTO	Movie Night Concessions	4/14/22
PTO	Think n Local	4/22/22 - 5/9/22
PTO	Scholastic Book Fair	5/9/22 - 5/13/22
PTO	Tickets for End of Year Event	5/20/22
<u>Glenmeade ES</u>		
PTA	Red Robin Family Night Out	4/19/22
<u>Marshall ES</u>		
PTO	Open House Dinner Sales	4/13/22
PTO	Dance with a Loved One	4/29/22
<u>Rhodes ES</u>		
Pep Club	Bubble Run	4/13/22
Pep Club	Spring Scholastic Book Fair	4/18/22 - 4/22/22
Pep Club	Spring Book Fair Family Night	4/19/22
<u>Rolling Ridge ES</u>		
ASB - 6th Grade	Tastee Flavors Concessions	5/18/22
PTA	Angels Baseball Tickets	6/7/22
<u>Canyon Hills JHS</u>		
ASB - Yearbook	Rocky Mountain Chocolate Factory	4/8/22 - 4/15/22
ASB - Yearbook	Panda Express	4/20/22
ASB - Yearbook	Yogurtland	4/27/22
ASB - General	Ribbon Leis	5/2/22 - 5/6/22
<u>Ayala HS</u>		
ASB - Polynesian Club	GoNutsOne.com Lei Sales	4/8/22 - 5/9/22
ASB - Positive School Culture	Clothing Drive	4/8/22 - 5/1/22
Spirit Boosters	Clothing Drive	4/8/22 - 6/30/22
ASB - American Sign Language	Tickets Sales for ASL Showcase	4/9/22
ASB - Chinese Club	Chaos Bubble Shoppe	4/9/22 - 4/24/22
Band & Color Guard Boosters	Drumline Send off Tickets	4/13/22

CHINO VALLEY UNIFIED SCHOOL DISTRICT
April 7, 2022

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Ayala HS (cont.)</u>		
Theatre Boosters	Figures of Broadway Tickets	4/16/22
Theatre Boosters	Figures of Broadway Concession	4/16/22
ASB - Find Kind Club	Yogurtland	4/20/22
ASB - Positive School Culture	7 Leaves Dine Out	4/29/22
ASB - Positive School Culture	Red Robin Family Night Out	4/30/22
<u>Chino HS</u>		
Sports Boosters	Red Robin Family Night Out	4/11/22
Sports Boosters	Swim-A-Thon	4/12/22
<u>Chino Hills HS</u>		
Football Boosters	Rising Stars Football Camp	4/8/22 - 4/21/22
ASB - Choir	Angels Baseball Tickets	4/8/22 - 4/22/22
ASB - Athletics	Powder Puff Tickets	4/8/22 - 5/13/22
ASB - Athletics	Powder Puff T-Shirt Sales	4/8/22 - 5/13/22
Football Boosters	Husky Football Camp	4/8/22 - 8/30/22
ASB - Student Store	Support for Ukraine	4/11/22 - 5/6/22
General Boosters	Chino Hills Pizza Company	5/4/22
Football Boosters	Graduation Parking	5/19/22 - 5/24/22
ASB - Girls' Soccer	Summer Soccer Camp	5/31/22 - 6/23/22
<u>Don Lugo HS</u>		
Football Boosters	Flapjack Breakfast	4/9/22
Football Boosters	Think n Local	4/9/22 - 4/27/22
ASB - Class of 2024	Skate Express	4/14/22
ASB - Football	Powder Puff Tickets	4/29/22
ASB - Class of 2024	Movie Night Concessions	5/6/22

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: April 7, 2022
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
April 7, 2022

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<u>HOPE Program/Care Closet</u>		
Knights of Columbus	Cash	\$1,000.00
<u>Cattle ES</u>		
PFA	Cash	\$1,400.00
<u>Borba K-8</u>		
Coca Cola	Cash	\$27.00
<u>Canyon Hills JHS</u>		
Charles & Sunny Cha	Cash	\$120.00
Mamta Mehta & Nimesh Ladhawala	Cash	\$120.00
Dan Liu	Cash	\$460.00
<u>Don Lugo HS</u>		
Ginger Feng	Books	\$100.00
Regal Packaging, Inc.	Cash	\$200.00
Joseph Mikel, Jr. and Stephanie Self	Cash	\$300.00

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Our Motto:
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DATE: April 7, 2022
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	2021/2022 YEAR-TO-DATE
Atkinson, Andelson, Loya, Ruud & Romo	February	\$26,321.81	\$133,372.12
Margaret A. Chidester & Associates	February	\$ 966.00	\$136,464.15
Tao Rossini, APC	-	-	\$ 92,177.45
Fagen, Friedman & Fulfroost	-	-	-
	Total	\$27,287.81	\$362,013.72

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 Atkinson, Andelson, Loya, Ruud & Romo; and Margaret A. Chidester & Associates.

FISCAL IMPACT

\$27,287.81 to the General Fund.

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: April 7, 2022
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
Stephanie Johnson, Director, Student Support Services
SUBJECT: STUDENT EXPULSION CASE 21/22-26

=====

BACKGROUND

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

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

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

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

RECOMMENDATION

Based upon the recommendation of the Expulsion Hearing Administrative Panel, it is recommended the Board of Education approve student expulsion case 21/22-26.

FISCAL IMPACT

None.

NE:LF:SJ:ss

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: April 7, 2022
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 trip for:

School-Sponsored Trip	Date	Fiscal Impact
Site: Don Lugo HS Event: Fresno State Field Day Place: Fresno, CA Chaperone: 12 students/2 chaperones	April 8-9, 2022	Cost: \$50.00 per student Funding Source: Fundraising
Site: Chino HS Event: Family, Career and Community Leaders of America - State Leadership Conference Place: Riverside, CA Chaperone: 8 students/3 chaperones	April 23-26, 2022	Cost: \$494.00 per student Funding Source: Parents, fundraising, and Carl Perkins grant

FISCAL IMPACT

None.

NE:LF:gks

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: April 7, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: PURCHASE ORDER REGISTER

=====

BACKGROUND

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

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

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

RECOMMENDATION

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

FISCAL IMPACT

\$10,001,837.08 to all District funding sources.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: April 7, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: AGREEMENTS FOR CONTRACTOR/CONSULTANT SERVICES

=====
BACKGROUND

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

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

RECOMMENDATION

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

FISCAL IMPACT

As indicated.

NE:GJS:AGH:pw

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
<p>CIIS-2122-158 Kristin Robbin Anderson dba The Brilliance Project. To provide professional learning and coaching for growth and development goals. Submitted by: Ramona JHS Duration of Agreement: June 30, 2022 - June 29, 2023</p>	<p>Contract amount: \$18,000.00 Funding source: Title I</p>
<p>CIIS-2122-159 Rosetta Stone, LLC. To provide language support for immigrant students. Submitted by: Access and Equity Duration of Agreement: April 8, 2022 - June 30, 2023</p>	<p>Contract amount: \$35,045.00 Funding source: Title III</p>
<p>CIIS-2122-160 Imagine Learning, LLC. To provide software licenses for digital summer school libraries. Submitted by: Alternative Education Center Duration of Agreement: June 1, 2022 - August 31, 2022</p>	<p>Contract amount: \$8,500.00 Funding source: General Fund</p>
<p>CIIS-2122-161 Liminex, Inc. dba GoGuardian. To provide student device monitoring while on the District network. Submitted by: Boys Republic HS Duration of Agreement: March 1, 2022 - February 28, 2023</p>	<p>Contract amount: \$450.00 Funding source: General Fund</p>
<p>CIIS-2122-162 Liminex, Inc. dba GoGuardian. To provide student device monitoring while on the District network. Submitted by: Magnolia JHS Duration of Agreement: December 15, 2021 - December 14, 2022</p>	<p>Contract amount: \$3,392.70 Funding source: Title I</p>
<p>CIIS-2122-163 Liminex, Inc. dba GoGuardian. To provide student device monitoring while on the District network. Submitted by: Ayala HS Duration of Agreement: February 10, 2022 - February 9, 2023</p>	<p>Contract amount: \$12,142.00 Funding source: School Site Budget</p>
<p>CIIS-2122-164 Snapwiz, Inc. dba Edulastic. To provide site license to create questions and SBAC tests to help students prepare for state testing. Submitted by: Chino HS Duration of Agreement: April 1, 2022 - June 30, 2022</p>	<p>Contract amount: \$1,500.00 Funding source: Title I</p>
<p>CIIS-2122-165 The Flippen Group, LLC dba Capturing Kids' Hearts. To provide online professional development, training, and consulting services. Submitted by: Don Lugo HS Duration of Agreement: August 3, 2022 - June 30, 2023</p>	<p>Contract amount: \$55,000.00 Funding source: General Fund</p>
<p>CIIS-2122-166 Illuminate Education, Inc. To provide on-site administration workshop for assessment analysis of math and ELA. Submitted by: Assessment and Instructional Technology Duration of Agreement: September 1, 2022 - April 30, 2023</p>	<p>Contract amount: \$17,000.00 Funding source: General Fund</p>
<p>CIIS-2122-167 Regents of the University of California, Davis. To provide professional development to increase student achievement measured by CVUSD and state assessments. Submitted by: Chino HS Duration of Agreement: May 31, 2022 - June 2, 2022</p>	<p>Contract amount: \$6,500.00 Funding source: Title I</p>

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-2122-168 Illuminate Education, Inc. To provide annual renewal to FastBridge subscription and FASTflix tier 5 subscription. Submitted by: Access and Equity Duration of Agreement: July 1, 2022 - June 30, 2023	Contract amount: \$134,000.00 Funding source: Title I and Title IV

FACILITIES, PLANNING, AND OPERATIONS	FISCAL IMPACT
F-2122-050 Pest Options, Inc. To provide weed control and prevention. Submitted by: Maintenance and Operations Duration of Agreement: March 11, 2022 - June 30, 2022	Contract amount: Per rate sheet Funding source: General Fund

MASTER CONTRACTS	FISCAL IMPACT
MC-2122-079 MSNOC, Inc. dba Mad Science of North Orange County. To provide interactive science workshops. Submitted by: Walnut ES Duration of Agreement: March 1, 2022 - June 30, 2025	Contract amount: Per rate sheet Funding source: Various
MC-2122-080 CQ Productions, LLC dba History Brought to Life. To provide educational assembly programs and historical reenactments. Submitted by: Hidden Trails ES Duration of Agreement: April 22, 2022 - June 30, 2025	Contract amount: Per rate sheet Funding source: ASB/USB/PFA/PTA/Boosters
MC-2122-081 Christian Ruiz De Loreto. To provide on campus Diabolo demonstration and instruction for students. Submitted by: Canyon Hills JHS Duration of Agreement: February 1, 2022 - June 30, 2025	Contract amount: Per invoice Funding source: Various
MC-2122-082 Timothy D. Bowen dba Play-Well TEKologies. To provide student Minecraft engineering enrichment classes. Submitted by: Newman ES Duration of Agreement: October 6, 2021 - June 30, 2024	Contract amount: Per invoice Funding source: Various
MC-2122-083 Arctic Glacier U.S.A, Inc. To provide interactive sensory snow play for students. Submitted by: Eagle Canyon ES Duration of Agreement: April 7, 2022 - June 30, 2025	Contract amount: Per invoice Funding source: Various
MC-2122-084 Donald A Jensen. To provide piano tuning for elementary school sites. Submitted by: Access and Equity Duration of Agreement: April 8, 2022 - June 30, 2025	Contract amount: Per invoice Funding source: Various

APPROVED CONTRACT TO BE AMENDED	AMENDMENT
CIIS-2122-082 Russo, Fleck & Associates. To provide occupational therapy services. Submitted by: Special Education Duration of Agreement: July 15, 2021 - June 30, 2022 Original Agreement Board Approved: July 15, 2021	Contract amount: Increase contract amount from \$150,000.00 to \$170,000.00 for additional student services Funding source: Special Education

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: April 7, 2022
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
SUBJECT: SURPLUS/OBSOLETE PROPERTY

=====

BACKGROUND

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

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

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

RECOMMENDATION

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

FISCAL IMPACT

Increase to the General Fund from proceeds of sale.

NE:GJS:pw

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

April 7, 2022

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Printer	HP	VNB3R46469	Human Resources
Printer	HP	CNG9CC304N	Human Resources
Printer	HP	PHB0C13961	Human Resources
Printer	HP	VNB3X30388	Human Resources
Tower	Optiplex		Human Resources
Clock			Human Resources
Computer	Tek Visions	43734	Nutrition Services
Printer	HP	VND3Y41392	Nutrition Services
Computer	Dell	50392	Nutrition Services
Computer	Dell	37021	Nutrition Services
Laptop	Dell	58753	Borba ES
Laptop	Dell	58754	Borba ES
Laptop	Dell	58755	Borba ES
Laptop	Dell	58756	Borba ES
Laptop	Dell	58757	Borba ES
Laptop	Dell	58758	Borba ES
Laptop	Dell	58759	Borba ES
Laptop	Dell	58760	Borba ES
Laptop	Dell	58761	Borba ES
Laptop	Dell	58762	Borba ES
Laptop	Dell	58763	Borba ES
Laptop	Dell	58764	Borba ES
Laptop	Dell	58765	Borba ES
Laptop	Dell	58766	Borba ES
Laptop	Dell	58767	Borba ES
Laptop	Dell	58768	Borba ES
Laptop	Dell	58769	Borba ES
Laptop	Dell	58770	Borba ES
Laptop	Dell	59750	Borba ES
Laptop	Dell	59751	Borba ES
Laptop	Dell	59752	Borba ES
Laptop	Dell	59753	Borba ES
Laptop	Dell	59754	Borba ES
Laptop	Dell	59755	Borba ES
Laptop	Dell	59756	Borba ES
Laptop	Dell	59757	Borba ES
Laptop	Dell	59758	Borba ES
Laptop	Dell	59759	Borba ES

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Laptop	Dell	59760	Borba ES
Laptop	Dell	59761	Borba ES
Laptop	Dell	59762	Borba ES
Laptop	Dell	59763	Borba ES
Laptop	Dell	59764	Borba ES

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: April 7, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: NOTICE OF COMPLETION FOR CUPCCAA PROJECTS

=====

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.

CUPCCAA Project	Project Description	Contractor	Original Quotation	Change Order	Total	Funding Source
CC2022-32	Rolling Ridge ES Marquee Replacement	Encore Image, Inc.	\$24,991.40	N/A	\$24,991.40	01
CC2022-37	Buena Vista HS and Student Support Services Removal of Abandoned Underground Utilities	Sweetwater Plumbing Industries, Inc.	\$22,500.00	N/A	\$22,500.00	01
CC2022-41	Ayala HS Electrical Poles Replacement	RDM Electric Co., Inc.	\$17,180.00	N/A	\$17,180.00	01
CC2022-42	Ayala HS Library Roof Repair	Bligh Pacific Co., Inc.	\$40,276.00	N/A	\$40,276.00	14

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: school site administrator; Carlos Camarena, Supervisor; Alex Rivera, Supervisor; and Martin Silveira, Director, Maintenance and Operations.

Staff recommends approval of the 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 Notice of Completion for CUPCCAA Projects.

FISCAL IMPACT

\$64,671.00 to General Fund 01.

\$40,276.00 to Deferred Maintenance Fund 14.

NE:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: April 7, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: NOTICE OF COMPLETION FOR BID 19-20-31F, CANYON HILLS JHS AND TOWNSEND JHS ALTERATIONS (BP 10-01)

=====

BACKGROUND

On July 16, 2020, the Board of Education awarded Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alteration Project (BP 10-01) to Bogh Engineering, Inc. All contracted work was completed on September 30, 2021. Contract summary is provided below.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
Canyon Hills JHS \$1,420,000.00	\$10,939.00	\$1,430,939.00	\$71,546.95
Townsend JHS \$1,511,000.00	\$20,547.00	\$1,531,547.00	\$76,577.35

Documentation indicating satisfactory completion and compliance with specification has been obtained from Kirk Jesse, DSA Inspector; Jim DiCamillo, Architect/Engineer; Hung Truong, Construction/Project Manager; and Cesar Portugal, 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 Notice of Completion for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 10-01).

FISCAL IMPACT

None.

NE:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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Humility • Civility • Service

DATE: April 7, 2022

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 19-20-31F, CANYON HILLS JHS AND TOWNSEND JHS ALTERATIONS (BP 03-01)

=====

BACKGROUND

On July 16, 2020, the Board of Education awarded Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 03-01) to Brian DeVries 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.

Change Order	Contractor	Amount
1-Canyon Hills JHS	Brian DeVries Construction, Inc.	(\$10,123.00)
	Bid Amount:	\$534,000.00
	Revised Total Project Amount:	\$523,877.00
	Retention Amount:	\$26,193.85

Change Order	Contractor	Amount
1-Townsend JHS	Brian DeVries Construction, Inc.	\$2,027.00
	Bid Amount:	\$619,000.00
	Revised Total Project Amount:	\$621,027.00
	Retention Amount:	\$31,051.35

Change order #1 results in a net decrease of \$8,096.00 to the construction cost and no change in contract time; only rephases building construction within 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 September 30, 2021.

Documentation indicating satisfactory completion and compliance with specification has been obtained from the following individuals: Kirk Jesse, DSA Inspector; Jim DiCamillo, Architect/Engineer; Hung Truong Construction/Project Manager; and Cesar Portugal, Construction Coordinator.

Staff recommends the 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 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 03-01).

FISCAL IMPACT

(\$8,096.00) to Building Fund 21.

NE:GJS:MS:pw



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

CHANGE ORDER

Date: 03/16/2022 BID/ CUPCAA #: 19-20-31F Change Order #: 001
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 Contractor: Brian DeVries Construction, Inc. (BP 03-01)

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: Canyon Hills Jr. HS - 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 ⁰⁰₀₀
Time Extension: 0 Calendar Days

ITEM NO. 2: Description: Townsend Jr. HS - 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 ⁰⁰₀₀
Time Extension: 0 Calendar Days

ITEM NO. 3: Description: Canyon Hills Jr. HS - Transfer Unused Unforeseen Allowance from Canyon Hills Jr. HS to Townsend Jr. HS

Reason: Transfer unused unforeseen allowance from Canyon Hills Jr. HS to Townsend Jr. HS to cover additional costs.

Document Ref: Change Order Request No. C-027 (PCO No. C-348)

Requested by: District

Change in Contract Sum: (\$10,123.00) / DEDUCT 00

Time Extension: 0 Calendar Days

ITEM NO. 4: Description: Townsend Jr. HS - Transfer Unused Unforeseen Allowance to Townsend Jr. HS from Canyon Hills Jr. HS

Reason: Transfer unused unforeseen allowance to Townsend Jr. HS from Canyon Hills Jr. HS to cover additional costs.

Document Ref: Change Order Request No. T-029 (PCO No. T-359)

Requested by: District

Change in Contract Sum: \$10,123.00 / ADD 00

Time Extension: 0 Calendar Days

ITEM NO. 5: Description: Townsend Jr. HS - Reconcile Unused Unforeseen Allowance

Reason: Reconcile unused portion of unforeseen allowance to Townsend Jr. HS after all additional costs have been accounted for and return balance to District.

Document Ref: Change Order Request No. T-030 (PCO No. T-360)

Requested by: District

Change in Contract Sum: (\$8,096.00) / DEDUCT 00

Time Extension: 0 Calendar Days

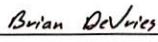
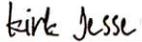
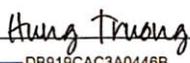
PROJECT SUMMARY

Location	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Canyon Hills Jr. HS	\$534,000.00	\$0.00	(\$10,123.00)	\$523,877.00
Townsend Jr. HS	\$619,000.00	\$0.00	\$2,027.00	\$621,027.00
Totals:	\$1,153,000.00	\$0.00	(\$8,096.00)	\$1,144,904.00

CONTRACT SUMMARY

The original contract amount was:	\$1,153,000.00
Previously approved change order amount(s):	\$0.00
The contract amount will be decreased by this Change Order:	(\$8,096.00)
The new contract amount including this change order will be:	\$1,144,904.00
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:

Brian DeVries President <hr/> Contractor – Brian DeVries Construction, Inc.	DocuSigned by:  51278342AE6A439... Signature	03/16/2022 13:58 PDT <hr/> Date
Kirk Jesse Knowland Construction Services <hr/> DSA Inspector of Record (if applicable)	DocuSigned by:  F32A6F0311EA4FE... Signature	03/17/2022 11:41 PDT <hr/> Date
Jim DiCamillo PBK-WLC Architects <hr/> Architect / Engineer (if applicable)	DocuSigned by:  F3FE0739102D48D... Signature	03/16/2022 19:39 PDT <hr/> Date
Hung Truong CW Driver Inc. <hr/> Construction Manager / Project Manager	DocuSigned by:  DB919CAC3A0446B... Signature	03/16/2022 17:12 PDT <hr/> Date

Authorized Department Head (if applicable)	Signature	Date
Director, Technology (if applicable)	Signature	Date
Cesar Portugal CVUSD Project Manager	Signature	Date
Martin Silveira Director, Maintenance, Operations & Construction (if applicable)	Signature	Date
Beverly Beemer Director, Planning (if applicable)	Signature	Date
Greg Stachura Owner (Authorized Agent)	Signature	Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: April 7, 2022

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 19-20-31F, CANYON HILLS JHS AND TOWNSEND JHS ALTERATIONS (BP 06-01)

=====

BACKGROUND

On July 16, 2020, the Board of Education awarded Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 06-01) 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.

Change Order	Contractor	Amount
2-Canyon Hills JHS	Abdellatif Enterprises, Inc.	(\$12,877.00)
	Bid Amount:	\$839,000.00
	Revised Total Project Amount:	\$826,123.00
	Retention Amount:	\$41,306.15

Change Order	Contractor	Amount
2-Townsend JHS	Abdellatif Enterprises, Inc.	(\$27,285.00)
	Bid Amount:	\$890,000.00
	Revised Total Project Amount:	\$862,715.00
	Retention Amount:	\$43,135.75

Change order #1 results in no change to the construction cost or contract time; only rephases building construction within contract time. Change order #2 results in a net decrease of \$40,162.00 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 September 30, 2021.

Documentation indicating satisfactory completion and compliance with specification has been obtained from the following individuals: Kirk Jesse, DSA Inspector; Jim DiCamillo, Architect/Engineer; Hung Truong Construction/Project Manager; and Cesar Portugal, Construction Coordinator.

Staff recommends the 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.

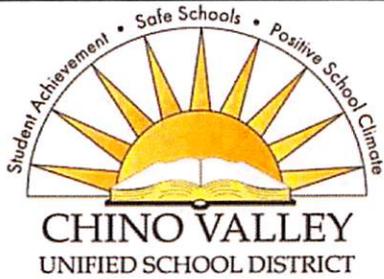
RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 06-01).

FISCAL IMPACT

(\$40,162.00) to Building Fund 21.

NE:GJS:MS:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

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

CHANGE ORDER

DATE: 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#06-01 CONTRACTOR: 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:

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

SCHOOL SITE SUMMARY

School	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Canyon Hills JHS	\$839,000.00	\$0.00	\$0.00	\$839,000.00
Townsend JHS	\$890,000.00	\$0.00	\$0.00	\$890,000.00
Total	\$1,729,000.00	\$0.00	\$0.00	\$1,729,000.00

CONTRACT SUMMARY

The original contract amount was: \$1,729,000.00

Net previous change order amount(s): \$0.00

The contract amount will be increased/decreased by this Change Order: \$0.00

The new contract amount including this change order will be: \$1,729,000.00

The original contract completion date: 01/14/22

The contract time will be increased/decreased by days: 0

The date of completion as a result of this Change Order is: 01/14/22

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

APPROVED BY:

DocuSigned by:
Margie Barnhart
Abdellatif Enterprises, Inc.
(Contractor)

Margie Barnhart Secretary
Print Name / Title

09/17/2020 | 08:15 PD
Date

DocuSigned by:
Jim DiCamillo
WLC Architects Inc. (Architect)

Jim DiCamillo / President
Print Name / Title

09/17/2020 | 08:18 PD
Date

DocuSigned by:
Kirk Jesse
DSA Inspector of Record

Kirk Jesse / Inspector of Record
Print Name / Title

09/17/2020 | 08:23 PD
Date

DocuSigned by:
Hung Truong
Construction Manager (CW Driver)

Hung Truong / Senior Project Manager
Print Name / Title

09/17/2020 | 09:19 PD
Date

Cesar Portugal
CVUSD Construction Coordinator

Cesar Portugal / Construction Coordinator,
Maintenance, Operations & Construction
Print Name / Title

3/21/22
Date

BB
CVUSD Director, Planning

Beverly Beemer / Director of Planning, Facilities,
Planning & Operations Department
Print Name / Title

3/22/2022
Date

Greg Stachura
CVUSD (authorized agent)

Greg Stachura / Assistant Superintendent, Facilities,
Planning & Operations Department
Print Name / Title

3/21/22
Date



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

CHANGE ORDER

Date: 03/16/2022 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 Contractor: Abdellatif Enterprises, Inc. (BP 06-01)

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: Canyon Hills Jr. HS – BP 06-01 Reconcile Unforeseen Conditions Allowance
 Reason: Reconcile Unused Unforeseen Conditions Allowance for BP 06-01.
 Document Ref: Change Order Request No. C-025 (PCO No. C-346)
 Requested by: District
 Change in Contract Sum: (\$12,877.00) / DEDUCT Hil
 Time Extension: 0 Calendar Days

ITEM NO. 2: Description: Townsend Jr. HS -BP 06-01 Reconcile Unforeseen Conditions Allowance
 Reason: Reconcile Unused Unforeseen Conditions Allowance for BP 06-01.
 Document Ref: Change Order Request No. T-021 (PCO No. T-357)
 Requested by: District
 Change in Contract Sum: (\$27,285.00) / DEDUCT Hil
 Time Extension: 0 Calendar Days

PROJECT SUMMARY

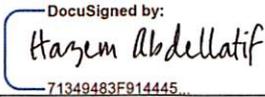
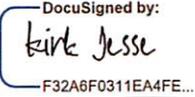
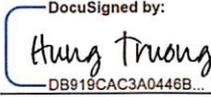
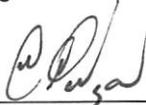
Location	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Canyon Hills Jr. HS	\$839,000.00	\$0.00	(\$12,877.00)	\$826,123.00
Townsend Jr. HS	\$890,000.00	\$0.00	(\$27,285.00)	\$862,715.00
Totals:	\$1,729,000.00	\$0.00	(\$40,162.00)	\$1,688,838.00

CONTRACT SUMMARY

The original contract amount was: \$1,729,000.00
 Previously approved change order amount(s): \$0.00
 The contract amount will be **decreased** by this Change Order: Hil (\$40,162.00)
 The new contract amount including this change order will be: \$1,688,838.00

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:

Hazem Abdellatif		03/16/2022 11:24 PDT
Contractor – Abdellatif Enterprises, Inc. Company	Signature	Date
Kirk Jesse Knowland Construction Services		03/16/2022 14:01 PDT
DSA Inspector of Record (if applicable)	Signature	Date
Jim DiCamillo PBK-WLC Architects		03/16/2022 12:19 PDT
Architect / Engineer (if applicable)	Signature	Date
Hung Truong CW Driver Inc.		03/16/2022 15:47 PDT
Construction Manager / Project Manager	Signature	Date
Authorized Department Head (if applicable)	Signature	Date
Director, Technology (if applicable)	Signature	Date
Cesar Portugal CVUSD Project Manager	 Signature	3/21/22 Date
Beverly Beemer Director, Planning (if applicable)	 Signature	3/22/2022 Date
Greg Stachura Owner (Authorized Agent)	 Signature	3/21/22 Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: April 7, 2022

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 19-20-31F, CANYON HILLS JHS AND TOWNSEND JHS ALTERATIONS (BP 09-03)

=====

BACKGROUND

On July 16, 2020, the Board of Education awarded Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 09-03) 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.

Change Order	Contractor	Amount
2-Canyon Hills JHS	CG Acoustics, Inc.	(\$33,556.00)
	Bid Amount:	\$242,460.00
	Revised Total Project Amount:	\$208,904.00
	Retention Amount:	\$10,445.20

Change Order	Contractor	Amount
2-Townsend JHS	CG Acoustics, Inc.	(\$23,741.00)
	Bid Amount:	\$265,420.00
	Revised Total Project Amount:	\$241,679.00
	Retention Amount:	\$12,083.95

Change order #1 results in no change to the construction cost or contract time; only rephases building construction within contract time. Change order #2 results in a net decrease of \$57,297.00 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 September 30, 2021.

Documentation indicating satisfactory completion and compliance with specification has been obtained from the following individuals: Kirk Jesse, DSA Inspector; Jim DiCamillo, Architect/Engineer; Hung Truong Construction/Project Manager; and Cesar Portugal, Construction Coordinator.

Staff recommends the 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.

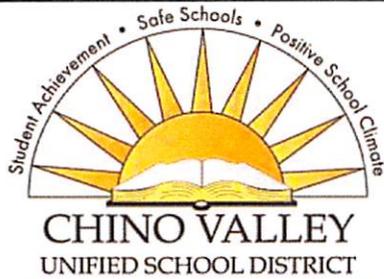
RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 09-03).

FISCAL IMPACT

(\$57,297.00) to Building Fund 21.

NE:GJS:MS:pw



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

CHANGE ORDER

DATE: 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#09-03 CONTRACTOR: CG Acoustics, 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:

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

SCHOOL SITE SUMMARY

School	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Canyon Hills JHS	\$242,460.00	\$0.00	\$0.00	\$242,460.00
Townsend JHS	\$265,420.00	\$0.00	\$0.00	\$265,420.00
Total	\$507,880.00	\$0.00	\$0.00	\$507,880.00

CONTRACT SUMMARY

The original contract amount was: \$507,880.00

Net previous change order amount(s): \$0.00

The contract amount will be increased/decreased by this Change Order: \$0.00

The new contract amount including this change order will be: \$507,880.00

The original contract completion date: 01/14/22

The contract time will be increased/decreased by days: 0

The date of completion as a result of this Change Order is: 01/14/22

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

APPROVED BY:

DocuSigned by:
CHRIS GINTER
CG Acoustics, Inc. (Contractor)

CHRIS GINTER President
Print Name / Title

09/16/2020 | 09:27 PD
Date

DocuSigned by:
Jim DiCamillo
WLC Architects Inc. (Architect)

Jim DiCamillo / President

09/16/2020 | 09:34 PD
Date

DocuSigned by:
Kirk Jesse
DSA Inspector of Record

Kirk Jesse / Inspector of Record

09/16/2020 | 12:51 PD
Date

DocuSigned by:
Hung Truong
Construction Manager (CW Driver)

Hung Truong / Senior Project Manager

09/16/2020 | 13:09 PD
Date

Cesar Portugal
CVUSD Construction Coordinator

Cesar Portugal / Construction Coordinator,
Maintenance, Operations & Construction

3/21/22
Date

Beverly Beemer
CVUSD Director, Planning

Beverly Beemer / Director of Planning, Facilities,
Planning & Operations Department

3/22/2022
Date

Greg Stachura
CVUSD (authorized agent)

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

3/21/22
Date



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

CHANGE ORDER

Date: 3/1/22 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: CG Acoustics Inc. (BP 09-03)

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 - Reconcile Unforeseen Conditions Allowance
 Reason: Reconcile Unused Unforeseen Conditions Allowance for BP 09-03.
 Document Ref: Change Order Request No. C-023 (PCO No. C-344)
 Requested by: District
 Change in Contract Sum: (\$33,556.00) / DEDUCT 
 Time Extension: 0 Calendar Days

ITEM NO. 2: Description: Townsend Jr. HS - Reconcile Unforeseen Conditions Allowance
 Reason: Reconcile Unused Unforeseen Conditions Allowance for BP 09-03.
 Document Ref: Change Order Request No. T-024 (PCO No. T-354)
 Requested by: District
 Change in Contract Sum: (\$23,741.00) / DEDUCT 
 Time Extension: 0 Calendar Days

END OF CHANGE ORDER NO. 002 ITEMS

PROJECT SUMMARY

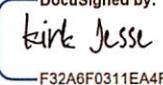
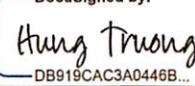
Location	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Canyon Hills Jr. HS	\$242,460.00	\$0.00	(\$33,556.00)	\$208,904.00
Townsend Jr. HS	\$265,420.00	\$0.00	(\$23,741.00)	\$241,679.00
Totals:	\$507,880.00	\$0.00	(\$57,297.00)	\$450,583.00

CONTRACT SUMMARY

The original contract amount was:	\$507,880.00
Previously approved change order amount(s):	\$0.00
The contract amount will be decreased by this Change Order:	(\$57,297.00)
The new contract amount including this change order will be:	\$450,583.00

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:

CHRIS GINTER <hr/> Contractor – CG Acoustics Inc.	DocuSigned by:  F9777729068441A... <hr/> Signature	03/01/2022 14:53 PST <hr/> Date
Kirk Jesse Knowland Construction Services DSA Inspector of Record (if applicable)	DocuSigned by:  F32A6F0311EA4FE... <hr/> Signature	03/02/2022 14:02 PST <hr/> Date
Jim DiCamillo PBK-WLC Architects Architect / Engineer (if applicable)	DocuSigned by:  896FFF2E3A634DB... <hr/> Signature	03/01/2022 15:05 PST <hr/> Date
Hung Truong CW Driver Inc. Construction Manager / Project Manager	DocuSigned by:  DB919CAC3A0446B... <hr/> Signature	03/01/2022 15:25 PST <hr/> Date
_____ Authorized Department Head (if applicable)	_____ Signature	_____ Date
_____ Director, Technology (if applicable)	_____ Signature	_____ Date
Cesar Portugal CVUSD Project Manager	 <hr/> Signature	3/21/22 <hr/> Date
Beverly Beemer Director, Planning (if applicable)	 <hr/> Signature	3/22/2022 <hr/> Date
Greg Stachura Owner (Authorized Agent)	 <hr/> Signature	3/21/22 <hr/> Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: April 7, 2022

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 19-20-31F, CANYON HILLS JHS AND TOWNSEND JHS ALTERATIONS (BP 23-01)

=====

BACKGROUND

On July 16, 2020, the Board of Education awarded Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 23-01) to Simco Mechanical, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
2-Canyon Hills JHS	Simco Mechanical, Inc.	(\$363.00)
	Bid Amount:	\$763,000.00
	Revised Total Project Amount:	\$762,637.00
	Retention Amount:	\$38,131.85

Change Order	Contractor	Amount
2-Townsend JHS	Simco Mechanical, Inc.	\$24,858.00
	Bid Amount:	\$734,000.00
	Revised Total Project Amount:	\$758,858.00
	Retention Amount:	\$37,942.90

Change order #1 results in no change to the construction cost or contract time; only rephases building construction within contract time. Change order #2 results in a net increase of \$24,495.00 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 September 30, 2021.

Documentation indicating satisfactory completion and compliance with specification has been obtained from the following individuals: Kirk Jesse, DSA Inspector; Jim DiCamillo, Architect/Engineer; Hung Truong Construction/Project Manager; and Cesar Portugal, Construction Coordinator.

Staff recommends the 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.

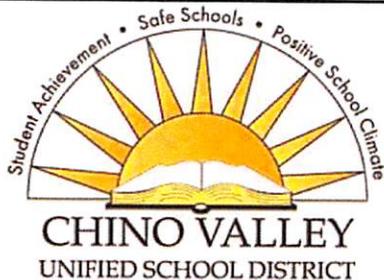
RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 23-01).

FISCAL IMPACT

\$24,495.00 to Building Fund 21.

NE:GJS:MS:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division

5130 Riverside Drive

Chino, CA 91710

Telephone: 909.628.1202, Ext. 145 Fax: 909.548.6034

CHANGE ORDER

DATE: 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#23-01 CONTRACTOR: Simco 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:

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

SCHOOL SITE SUMMARY

School	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Canyon Hills JHS	\$763,000.00	\$0.00	\$0.00	\$763,000.00
Townsend JHS	\$734,000.00	\$0.00	\$0.00	\$734,000.00
Total	\$1,497,000.00	\$0.00	\$0.00	\$1,497,000.00

CONTRACT SUMMARY

The original contract amount was: \$1,497,000.00

Net previous change order amount(s): \$0.00

The contract amount will be increased/decreased by this Change Order: \$0.00

The new contract amount including this change order will be: \$1,497,000.00

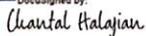
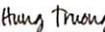
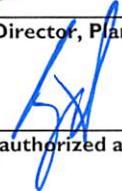
The original contract completion date: 01/14/22

The contract time will be increased/decreased by days: 0

The date of completion as a result of this Change Order is: 01/14/22

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

APPROVED BY:

<p>DocuSigned by:  Chantal Halajian Simco Mechanical, Inc. (Contractor)</p>	<p>Chantal Halajian Assistant Project Manager</p>	<p>09/17/2020 08:57 PDT Date</p>
<p>DocuSigned by:  Jim DiCamillo WLC Architects Inc. (Architect)</p>	<p>Jim DiCamillo / President</p>	<p>09/17/2020 09:02 PDT Date</p>
<p>DocuSigned by:  Kirk Jesse DSA Inspector of Record</p>	<p>Kirk Jesse / Inspector of Record</p>	<p>09/17/2020 12:23 PDT Date</p>
<p>DocuSigned by:  Hung Truong Construction Manager (CW Driver)</p>	<p>Hung Truong / Senior Project Manager</p>	<p>09/17/2020 12:48 PDT Date</p>
<p> CVUSD Construction Coordinator</p>	<p>Cesar Portugal / Construction Coordinator, Maintenance, Operations & Construction</p>	<p>3/21/22 Date</p>
<p> CVUSD Director, Planning</p>	<p>Beverly Beemer / Director of Planning, Facilities, Planning & Operations Department</p>	<p>3/23/2022 Date</p>
<p> CVUSD (authorized agent)</p>	<p>Greg Stachura / Assistant Superintendent, Facilities, Planning & Operations Department</p>	<p>3/23/22 Date</p>



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

CHANGE ORDER

Date: 03/16/2022 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 Contractor: Simco Mechanical Inc. (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:	Canyon Hills Jr. HS – BP 23-01 Reconcile Unforeseen Conditions Allowance
	Reason:	Reconcile Unused Unforeseen Conditions Allowance for BP 23-01.
	Document Ref:	Change Order Request No. C-024 (PCO No. C-345)
	Requested by:	District
	Change in Contract Sum:	(\$363.00) / DEDUCT DS Alt
	Time Extension:	0 Calendar Days
ITEM NO. 2:	Description:	Townsend Jr. HS – CCD#04 Bldg C Alternative Mounting at Underside of Roof
	Reason:	Provide labor, material and equipment to provide the alternate mounting at the Underside of Roof per Construction Change Directive #004. Demolition of the ceilings revealed existing gypboard at the underside of roof support structure at Building C Classrooms C102, C103, C104, C105, C106 and C107, C111, C112, C113, C114, C115, and C116. As a result, alternative mounting with unistruts were added to the gypsum board panels for the attachment of mechanical duct supports.
	Document Ref:	Change Order Request No. T-025 (PCO No. T-356)
	Requested by:	District
	Change in Contract Sum:	\$15,088.00 / ADD DS Alt
	Time Extension:	0 Calendar Days
ITEM NO. 3:	Description:	Townsend Jr. HS - RFI 118 Science Lab Exhaust & Unused Unforeseen Allowance
	Reason:	Provide exhaust systems to Science Rooms D111 & D112 per RFI 118 response and credit for unused unforeseen conditions allowance.
	Document Ref:	Change Order Request No. T-026 (PCO No. T-355)
	Requested by:	District
	Change in Contract Sum:	\$9,770.00 / ADD DS Alt
	Time Extension:	0 Calendar Days

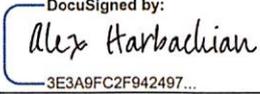
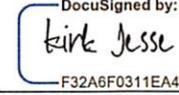
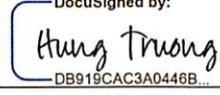
PROJECT SUMMARY

Location	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Canyon Hills Jr. HS	\$763,000.00	\$0.00	(\$363.00)	\$762,637.00
Townsend Jr. HS	\$734,000.00	\$0.00	\$24,858.00	\$758,858.00
Totals:	\$1,497,000.00	\$0.00	\$24,495.00	\$1,521,495.00

CONTRACT SUMMARY

The original contract amount was:	\$1,497,000.00
Previously approved change order amount(s):	\$0.00
The contract amount will be increased by this Change Order:	\$24,495.00
The new contract amount including this change order will be:	\$1,521,495.00
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:

Alex Harbachian	 DocuSigned by: Alex Harbachian 3E3A9FC2F942497...	03/16/2022 11:57 PDT
Contractor – Simco Mechanical Inc.	Signature	Date
Kirk Jesse Knowland Construction Services	 DocuSigned by: Kirk Jesse F32A6F0311EA4FE...	03/16/2022 14:01 PDT
DSA Inspector of Record (if applicable)	Signature	Date
Jim DiCamillo PBK-WLC Architects	 DocuSigned by: Jim DiCamillo 896FFF2E3A634DB...	03/16/2022 12:19 PDT
Architect / Engineer (if applicable)	Signature	Date
Hung Truong CW Driver Inc.	 DocuSigned by: Hung Truong DB919CAC3A0446B...	03/16/2022 15:51 PDT
Construction Manager / Project Manager	Signature	Date
Authorized Department Head (if applicable)	Signature	Date

_____ Director, Technology (if applicable)	_____ Signature	_____ Date
Cesar Portugal CVUSD Project Manager	 Signature	3/23/22 Date
_____ Beverly Beemer Director, Planning (if applicable)	 Signature	3/23/2022 Date
_____ Greg Stachura Owner (Authorized Agent)	 Signature	3/23/22 Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: April 7, 2022

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 20-21-05F, AYALA HS ALTERATIONS – PHASE 3 (BP 02-01)

=====

BACKGROUND

On April 15, 2021, the Board of Education awarded Bid 20-21-05F, Ayala HS Alterations – Phase 3 (BP 02-01) to Danny Ryan dba Precision Contracting, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Danny Ryan dba Precision Contracting, Inc.	(\$53,443.00)
	Bid Amount:	\$416,800.00
	Revised Total Project Amount:	\$363,357.00
	Retention Amount:	\$18,167.85

The change order results in a net decrease of \$53,443.00 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 February 28, 2022.

Documentation indicating satisfactory completion and compliance with specification has been obtained from the following individuals: John Michael, DSA Inspector; Jim DiCamillo, Architect/Engineer; Hung Truong Construction/Project Manager; and Sam Sousa, Construction Coordinator.

Staff recommends the 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 20-21-05F, Ayala HS Alterations – Phase 3 (BP 02-01).

FISCAL IMPACT

(\$53,443.00) to Building Fund 21.

NE:GJS:MS:pw



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

CHANGE ORDER

Date: 03/18/2022 BID/ CUPCCAA #: 20-21-05F Change Order #: 001

Project Title: Ayala High School Phase 3 – Alterations

Owner: Chino Valley Unified School District DSA Application #: A04-119505 DSA File #: 36-H3

Architect: PBK-WLC Architects Contractor: Danny Ryan dba Precision Contracting Inc.

BP 02-01

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:	Reconcile Unused Unforeseen Allowance
	Reason:	Reconcile Unused Unforeseen Allowance
	Document Ref:	Change Order Request No. A-004 (PCO #A-183)
	Requested by:	District
	Change in Contract Sum:	(\$53,443.00) / DEDUCT 
	Time Extension:	0 Calendar Days

CONTRACT SUMMARY

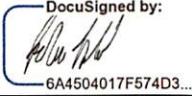
The original contract amount was:	<u>\$416,800.00</u>
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be decreased by this Change Order:	<u>(\$53,443.00)</u> 
The new contract amount including this change order will be:	<u>\$363,357.00</u>

The original contract completion date:	<u>02/01/2022</u>
The contract time will be increased/decreased by days:	<u>0 days</u>
The date of completion as a result of this Change Order is:	<u>02/01/2022</u>

APPROVED BY:

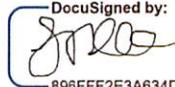
Janet Dean	 45A76AC8043B487...	03/18/2022 10:46 PDT
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Contractor – Danny Ryan dba Precision Contracting Inc.	Signature	Date
--	-----------	------

John Michael Knowland Construction Services DSA Inspector of Record (if applicable)	 6A4504017F574D3...	03/18/2022 12:06 PDT
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	Signature	Date
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Jim DiCamillo
PBK WLC Architects Inc.
Architect / Engineer (if applicable)

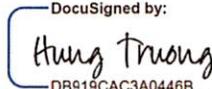
DocuSigned by:

896FFF2E3A634DB...

03/19/2022 | 08:54 PDT

Signature

Date

Hung Truong
CW Driver
Construction/Sr. Project Manager

DocuSigned by:

DB919CAC3A0446B...

03/18/2022 | 10:17 PDT

Signature

Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

Samuel Sousa
CVUSD Project Manager



3/22/22

Signature

Date

Beverly Beemer
Director, Planning (if applicable)



3/23/2022

Signature

Date

Greg Stachura
Owner (Authorized Agent)



3/23/22

Signature

Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: April 7, 2022

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 20-21-05F, AYALA HS ALTERATIONS – PHASE 3 (BP 06-01)

=====

BACKGROUND

On April 15, 2021, the Board of Education awarded Bid 20-21-05F, Ayala HS Alterations – Phase 3 (BP 06-01) to Inland Building Construction Companies, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Inland Building Construction Companies, Inc.	(\$14,658.00)
	Bid Amount:	\$473,100.00
	Revised Total Project Amount:	\$458,442.00
	Retention Amount:	\$22,922.10

The change order results in a net decrease of \$14,658.00 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 February 28, 2022.

Documentation indicating satisfactory completion and compliance with specification has been obtained from the following individuals: John Michael, DSA Inspector; Jim DiCamillo, Architect/Engineer; Hung Truong Construction/Project Manager; and Sam Sousa, Construction Coordinator.

Staff recommends the 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 20-21-05F, Ayala HS Alterations – Phase 3 (BP 06-01).

FISCAL IMPACT

(\$14,658.00) to Building Fund 21.

NE:GJS:MS:pw



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

CHANGE ORDER

Date: 03/17/2022 BID/ CUPCAA #: 20-21-05F Change Order #: 001
 Project Title: Ayala High School Phase 3 – Alterations
 Owner: Chino Valley Unified School District DSA Application #: A04-119505 DSA File #: 36-H3
 Architect: PBK-WLC Architects Contractor: Inland Building Construction Companies, Inc. (BP 06-01)

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: Reconcile Unused Unforeseen Allowance
 Reason: Reconcile Unused Unforeseen Allowance
 Document Ref: Change Order Request No. A-001 (PCO #A-182)
 Requested by: District
 Change in Contract Sum: (\$14,658.00) / DEDUCT ^{DS} 7B
 Time Extension: 0 Calendar Days

CONTRACT SUMMARY

The original contract amount was: \$473,100.00
 Previously approved change order amount(s): \$0.00
 The contract amount will be **decreased** by this Change Order: ^{DS} 7B (\$14,658.00)
 The new contract amount including this change order will be: \$458,442.00

The original contract completion date: 02/01/2022
 The contract time will be increased/decreased by days: 0 days
 The date of completion as a result of this Change Order is: 02/01/2022

APPROVED BY:

<u>Tifani Barnes</u>	^{DS} <u>Tifani Barnes</u> E8BB009D3CC14B5...	<u>03/19/2022 07:18 PDT</u>
Contractor – Inland Building Construction Companies Inc.	Signature	Date
<u>John Michael Knowland Construction Services</u>	^{DS} <u>John Michael Knowland</u> 6A4504017E574D3	<u>03/17/2022 13:54 PDT</u>
DSA Inspector of Record (if applicable)	Signature	Date

Jim DiCamillo
PBK WLC Architects Inc.
Architect / Engineer (if applicable)

DocuSigned by:

896FFF2E3A634DB...
Signature

03/17/2022 | 10:52 PDT
Date

Hung Truong
CW Driver
Construction/Sr. Project Manager

DocuSigned by:

DB919CAC3A0446B...
Signature

03/17/2022 | 11:07 PDT
Date

Authorized Department Head (if applicable)

Signature

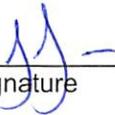
Date

Director, Technology (if applicable)

Signature

Date

Samuel Sousa
CVUSD Project Manager


Signature

3/22/22
Date

Beverly Beemer
Director, Planning (if applicable)


Signature

3/23/2022
Date

Greg Stachura
Owner (Authorized Agent)


Signature

3/23/22
Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: April 7, 2022

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 20-21-05F, AYALA HS ALTERATIONS – PHASE 3 (BP 07-01)**

=====

BACKGROUND

On April 15, 2021, the Board of Education awarded Bid 20-21-05F, Ayala HS Alterations – Phase 3 (BP 07-01) to Bishop, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Bishop, Inc.	(\$27,917.00)
	Bid Amount:	\$678,614.00
	Revised Total Project Amount:	\$650,697.00
	Retention Amount:	\$32,534.85

The change order results in a net decrease of \$27,917.00 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 February 28, 2022.

Documentation indicating satisfactory completion and compliance with specification has been obtained from the following individuals: John Michael, DSA Inspector; Jim DiCamillo, Architect/Engineer; Hung Truong Construction/Project Manager; and Sam Sousa, Construction Coordinator.

Staff recommends the 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 20-21-05F, Ayala HS Alterations – Phase 3 (BP 07-01).

FISCAL IMPACT

(\$27,917.00) to Building Fund 21.

NE:GJS:MS:pw



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

CHANGE ORDER

Date: 03/18/2022 BID/ CUPCAA #: 20-21-05F Change Order #: 001
 Project Title: Ayala High School Phase 3 – Alterations
 Owner: Chino Valley Unified School District DSA Application #: A04-119505 DSA File #: 36-H3
 Architect: PBK-WLC Architects Contractor: Bishop Inc. *BP 07-01*

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: Reconcile Unused Unforeseen Allowance
 Reason: Reconcile Unused Unforeseen Allowance
 Document Ref: Change Order Request No. A-003R1 (PCO #A-184)
 Requested by: District
 Change in Contract Sum: (\$27,917.00) / DEDUCT *MP*
 Time Extension: 0 Calendar Days

CONTRACT SUMMARY

The original contract amount was: \$678,614.00
 Previously approved change order amount(s): \$0.00
 The contract amount will be **decreased** by this Change Order: *MP* (\$27,917.00)
 The new contract amount including this change order will be: \$650,697.00

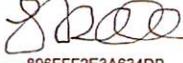
The original contract completion date: 02/01/2022
 The contract time will be increased/decreased by days: 0 days
 The date of completion as a result of this Change Order is: 02/01/2022

APPROVED BY:

Michael Pinedo *Michael Pinedo* 03/18/2022 | 13:46 PDT
 Contractor – Bishop Inc. *MP* Signature Date

John Michael *John Michael* 03/18/2022 | 14:09 PDT
 Knowland Construction Services *John Michael* Signature Date
 DSA Inspector of Record (if applicable)

Jim DiCamillo
PBK WLC Architects Inc.
Architect / Engineer (if applicable)

DocuSigned by:

896FFF2E3A634DB...
Signature

03/19/2022 | 08:54 PDT
Date

Hung Truong
CW Driver
Construction/Sr. Project Manager

DocuSigned by:

DB919CAC3A0446B...
Signature

03/18/2022 | 14:26 PDT
Date

Authorized Department Head (if applicable)

Signature

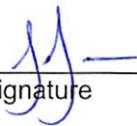
Date

Director, Technology (if applicable)

Signature

Date

Samuel Sousa
CVUSD Project Manager


Signature

3/22/22
Date

Beverly Beemer
Director, Planning (if applicable)


Signature

3/23/2022
Date

Greg Stachura
Owner (Authorized Agent)


Signature

3/23/22
Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: April 7, 2022

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 20-21-05F, AYALA HS ALTERATIONS – PHASE 3 (BP 09-02)

=====

BACKGROUND

On April 15, 2021, the Board of Education awarded Bid 20-21-05F, Ayala HS Alterations – Phase 3 (BP 09-02) to Inland Pacific Tile, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Inland Pacific Tile, Inc.	(\$58,785.00)
	Bid Amount:	\$168,250.00
	Revised Total Project Amount:	\$109,465.00
	Retention Amount:	\$5,473.25

The change order results in a net decrease of \$58,785.00 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 February 28, 2022.

Documentation indicating satisfactory completion and compliance with specification has been obtained from the following individuals: John Michael, DSA Inspector; Jim DiCamillo, Architect/Engineer; Hung Truong Construction/Project Manager; and Sam Sousa, Construction Coordinator.

Staff recommends the 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 20-21-05F, Ayala HS Alterations – Phase 3 (BP 09-02).

FISCAL IMPACT

(\$58,785.00) to Building Fund 21.

NE:GJS:MS:pw



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

CHANGE ORDER

Date: 03/17/2022 BID/ CUPCAA #: 20-21-05F Change Order #: 001
 Project Title: Ayala High School Phase 3 – Alterations
 Owner: Chino Valley Unified School District DSA Application #: A04-119505 DSA File #: 36-H3
 Architect: PBK-WLC Architects Contractor: Inland Pacific Tile Inc. *BP 09-02*

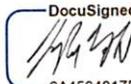
The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

ITEM NO. 1: Description: Reconcile Unused Unforeseen Allowance
 Reason: Reconcile Unused Unforeseen Allowance
 Document Ref: Change Order Request No. A-002 (PCO #A-187)
 Requested by: District
 Change in Contract Sum: (\$58,785.00) / DEDUCT 
 Time Extension: 0 Calendar Days

CONTRACT SUMMARY

The original contract amount was: \$168,250.00
 Previously approved change order amount(s): \$0.00
 The contract amount will be **decreased** by this Change Order:  (\$58,785.00)
 The new contract amount including this change order will be: \$109,465.00
 The original contract completion date: 02/01/2022
 The contract time will be increased/decreased by days: 0 days
 The date of completion as a result of this Change Order is: 02/01/2022

APPROVED BY:

Joe McCluney  03/17/2022 | 14:40 PDT
 Contractor – Inland Pacific Tile Inc. Signature Date
 John Michael  03/17/2022 | 13:52 PDT
 Knowland Construction Services Signature Date
 DSA Inspector of Record (if applicable)

Jim DiCamillo
PBK WLC Architects Inc.
Architect / Engineer (if applicable)

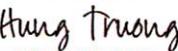
DocuSigned by:

896FFF2E3A634DB...
Signature

03/17/2022 | 10:52 PDT

Date

Hung Truong
CW Driver
Construction/Sr. Project Manager

DocuSigned by:

DB919CAC3A0446B...
Signature

03/17/2022 | 11:07 PDT

Date

Authorized Department Head (if applicable)

Signature

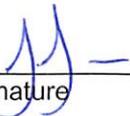
Date

Director, Technology (if applicable)

Signature

Date

Samuel Sousa
CVUSD Project Manager


Signature

3/22/22
Date

Beverly Beemer
Director, Planning (if applicable)


Signature

3/23/2022
Date

Greg Stachura
Owner (Authorized Agent)


Signature

3/23/22
Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: April 7, 2022

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 21-22-16F, CLASSROOM PREPARATION FOR VIEWSONICS GROUP 3

=====

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 21-22-16F, Classroom Preparation for Viewsonics Group 3 was published in the Inland Valley Daily Bulletin on February 15, 2022, and February 22, 2022. Bids were submitted at 1:00 p.m. and opened at 1:30 p.m. on March 8, 2022. The results are as follows:

Contractor	Bid Amount
OCS Construction Services, Inc.	\$204,210.00
EBSA Construction	\$314,500.00
ACE Construction	\$335,000.00
Epsilon Engineering	\$337,680.00
D3 Development Group	\$346,000.00
DC Integrate, Inc.	\$375,000.00
JAM Corporation	\$408,194.00
AM Painting	\$418,650.00
LM Rasmussen Construction	\$664,000.00

The basic scope of work for this project includes: preparation of classrooms for the installation of Viewsonics at Borba ES, Marshall ES, Newman ES, and Cal Aero K-8.

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

RECOMMENDATION

It is recommended the Board of Education award Bid 21-22-16F, Classroom Preparation for Viewsonics Group 3 to OCS Construction Services, Inc.

FISCAL IMPACT

\$204,210.00 to Expanded Learning Opportunities Fund 01.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: April 7, 2022
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: REJECTION OF BID 21-22-15F, PPE SUPPLIES

=====

BACKGROUND

Public Contract Code 20111 requires that the purchase of equipment, materials, or supplies to be furnished, sold, or leased to a District exceeding \$99,100.00 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 Bids for Bid 21-22-15F, PPE Supplies was published in the Inland Valley Daily Bulletin on January 20, 2022, and January 27, 2022. Bids were submitted at 10:00 a.m. on February 25, 2022.

Upon receipt of the submitted bids, staff reviewed all documents and determined that due to COVID-19 guideline changes and current product inventory the need to bid is no longer required. Staff requests rejection of all bids.

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

RECOMMENDATION

It is recommended the Board of Education reject the bid(s) received for Bid 21-22-15F, PPE Supplies.

FISCAL IMPACT

None.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: April 7, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: RESOLUTION 2021/2022-68, AUTHORIZATION FOR ELIGIBILITY DETERMINATION, FUNDING AUTHORIZATION TO SIGN APPLICATIONS AND ASSOCIATED DOCUMENTS

=====

BACKGROUND

The Chino Valley Unified School District has schools that qualify for modernization under the School Facilities program. To qualify for state funding on these projects, the Board of Education must authorize a resolution to determine eligibility, funding authorization, and approval of select District staff to sign applications and associated documents.

Adoption of this resolution will allow the District to proceed with modernization funding eligibility determination, funding authorization to sign applications and associated documents.

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

RECOMMENDATION

It is recommended the Board of Education adopt resolution 2021/2022-68, Authorization for Eligibility Determination, Funding Authorization to Sign Applications and Associated Documents.

FISCAL IMPACT

None.

NE:GJS:pw

**Chino Valley Unified School District
Resolution 2021/2022-68
Authorization for Eligibility Determination,
Funding Authorization to Sign Applications and Associated Documents**

WHEREAS, the Chino Valley Unified School District intends to file applications for funding under the School Facilities Program (Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10 et. Seq., of the Education Code) as provided in Senate Bill 50; and

WHEREAS, a condition of processing the various applications under the School Facilities Program is a Resolution in support of those applications from the Chino Valley Unified School District Board of Education and signatures of the Chino Valley Unified School District Administration; and

WHEREAS, the Chino Valley Unified School District wishes to submit applications for eligibility determination and funding for programs including, but not limited to, modernization;

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of the Chino Valley Unified School District is in support of the above applications under the School Facilities Program and that the individuals identified below are authorized to sign all documents and papers associated with the applications for funding:

1. Norm Enfield, Ed.D., Superintendent
2. Sandra H. Chen, Associate Superintendent, Business
3. Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 7th day of April 2022 by the following vote:

Bridge	_____
Cruz	_____
Na	_____
Schaffer	_____
Gagnier	_____

I, Norm Enfield, 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: April 7, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: RESOLUTION 2021/2022-69, APPROVING PARTICIPATION IN THE SCHOOL FACILITY PROGRAM FOR NEW CONSTRUCTION AND MODERNIZATION FUNDING SUBJECT TO THE REGULATIONS AND PROCESSING PROCEDURES THAT THE STATE ALLOCATION BOARD ESTABLISHED FOR APPLICATIONS RECEIVED BEYOND EXISTING BOND AUTHORITY

=====

BACKGROUND

On February 28, 2019, the Office of Public-School Construction (OPSC) issued a notification informing all school districts and county superintendents that the School Facility Program (SFP) New Construction and Modernization bond authority has been exhausted. OPSC has received requests for funding that exceed available bond authority.

The State Allocation Board (SAB) acknowledged list for project applications received by the OPSC after bond authority was exhausted. This list is called the "Applications Received Beyond Bond Authority List."

New construction and modernization applications placed on this list will undergo an intake review but will not be fully processed by the OPSC nor presented to the SAB for approval, as specified in SFP Regulation 1859.95.1. All applications received after February 28, 2019, will be subject to the regulations and processing procedures which include a school board resolution that includes several acknowledgements.

Chino Valley Unified School District has been participating in the state SFP for state funding in the new construction and modernization of school facilities since 1999. It is necessary to continue processing applications to OPSC for new construction and modernization of school facilities under the regulations and procedures in anticipation of future state fund assistance as the facilities needs arise.

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

RECOMMENDATION

It is recommended the Board of Education approve Resolution 2021/2022-69, Approving Participation in the School Facility Program for New Construction and Modernization Funding Subject to the Regulations and Processing Procedures that the State Allocation Board Established for Applications Received Beyond Existing Bond Authority.

FISCAL IMPACT

None.

NE:GJS:pw

**Chino Valley Unified School District
Resolution 2021/2022-69
Approving Participation in the School Facility Program for New Construction and
Modernization Funding Subject to the Regulations and Processing Procedures
That the State Allocation Board Established for Applications Received Beyond
Existing Bond Authority**

WHEREAS, the Board of Education (Board) has determined that school facilities within the Chino Valley Unified School District (District), within San Bernardino County, need to be constructed and or modernized; and

WHEREAS, the State Allocation Board (SAB) has established an “Applications Received Beyond Bond Authority List” for projects that have been received.

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

Pursuant to title 2, Code of California Regulations section 1859.95.1, the Board of Education of the Chino Valley Unified School District hereby acknowledges the following:

- (1) the Board acknowledges that the remaining School Facility Program bond authority is currently exhausted for the funds being requested on these applications.
- (2) the Board acknowledges that the State of California is not expected nor obligated to provide funding for the projects and the acceptance of the applications does not provide a guarantee of future State funding.
- (3) the Board acknowledges that any potential future State bond measures for the School Facility Program may not provide funds for the applications being submitted.
- (4) the Board acknowledges that criteria (including, but not limited to, funding, qualifications, and eligibility) under a future State school facilities program may be substantially different than the current School Facility Program. The District’s approved applications may be returned.
- (5) the Board acknowledges that they are electing to commence any pre-construction or construction activities at the District’s discretion and that the State is not responsible for any pre-construction or construction activities.
- (6) the Board acknowledges that, if bond authority becomes available for the SAB to provide funding for the submitted applications, the District must apply for financial hardship status for financial hardship funding.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 7th day of April 2022 by the following vote:

Bridge	_____
Cruz	_____
Na	_____
Schaffer	_____
Gagnier	_____

I, Norm Enfield, 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: April 7, 2022
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

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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HIRED AT THE APPROPRIATE PLACEMENT ON THE CERTIFICATED MANAGEMENT SALARY SCHEDULE AND APPROPRIATE CREDENTIAL FOR THE 2021/2022 SCHOOL YEAR

RESIGNATION

CLARK, Christopher	Assistant Principal – ES	Butterfield Ranch ES	06/10/2022
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HIRED AT THE APPROPRIATE PLACEMENT ON THE CERTIFICATED SALARY SCHEDULE AND APPROPRIATE CREDENTIAL FOR THE 2021/2022 SCHOOL YEAR

MEJIA, Stephanie	Elementary Teacher	Eagle Canyon ES	04/04/2022
ZHAO, Peng	Elementary Teacher	Hidden Trails ES	TBD
ZHANG, Xiaohui	Elementary Teacher	Hidden Trails ES	03/21/2022
SCHULTZ, Russell	History Teacher	Canyon Hills JHS	03/21/2022
VASQUEZ, Daniela	Intervention Counselor K-12	Health Services	03/21/2022
LEVY, Joshua	Intervention Counselor K-12	Health Services	04/04/2022

LEAVE OF ABSENCE

MITCHELL, Liza	Social Science Teacher	Chino HS	03/17/2022 through 03/30/2022
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RETIREMENT

BAKER, Janet (23 years of service)	Elementary Teacher	Liberty ES	05/28/2022
DEGRAAF, Walter (31 years of service)	Math Teacher	Woodcrest JHS	06/01/2022
CARDENAS, Diana (16 years of service)	Special Education Teacher	Ayala HS	05/28/2022
DELFIN, Gabriel (18 years of service)	Special Education Teacher	Ayala HS	06/30/2022
STOW, Paula (19 years of service)	Chemistry Teacher	Chino Hills HS	06/01/2022
KAMMER, Sandra (19 years of service)	English Teacher	Don Lugo HS	05/28/2022

CORRECTION OF PLACEMENT FROM THE 39 MONTH REHIRE LIST TO RETIREMENT

WOODS, Kristen	FROM: 39 Month Rehire list	TO: Retirement	01/22/2022
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CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>RESIGNATION</u>			
HERNANDEZ, Noel-Lauren	Elementary Teacher	Butterfield Ranch ES	05/27/2022
FOSTER-BERUMEN, Shifon	Social Science Teacher	Chino HS	06/30/2022
STEVENS, Christopher	PE Teacher	Chino Hills HS	04/29/2022
BRADLEY, Alyssa	Agriculture Teacher	Don Lugo HS	07/11/2022
BOUNPRASEUTH-HAO, Inthava	School Psychologist	Special Education	03/25/2022

PLACED ON THE 39 MONTH REHIRE LIST

VARA, Lorraine	Science Teacher	Chino HS	02/24/2022
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LEAVE OF ABSENCE – 2022/2023

ALVIDREZ, Yolanda	Special Education Teacher	Walnut ES	2022/2023
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LEAVE OF ABSENCE – JOB SHARES - 2022/2023

REYES, Ashley	Elementary Teacher 50%	Cattle ES	2022/2023
OSUNA, Jena	Elementary Teacher 50%	Cattle ES	2022/2023
CINTRA DO PRADO, Theresa	Transitional Kindergarten 40%	Chaparral ES	2022/2023
SOMERVILLE, Carol	Transitional Kindergarten 60%	Chaparral ES	2022/2023
FALLS, Melissa	Elementary Teacher 50%	Country Springs ES	2022/2023
MACKLIFF, Carly	Elementary Teacher 50%	Country Springs ES	2022/2023

APPOINTMENT - EXTRA DUTY

MCBRIDE, Loy (NBM)	Track & Field (B)	Ayala HS	03/15/2022
FIMBRES, Jacob (NBM)	Track & Field (B)	Chino Hills HS	03/15/2022
MARTIN, Richard	Football (B)	Don Lugo HS	03/15/2022
MONROE, Jonathan (NBM)	Softball (B)	Don Lugo HS	03/15/2022

APPOINTMENT - EXTRA DUTY – DEPARTMENT

BAEZA, Art	4-6 Grade Level Chair	Dickson ES	02/25/2022
DE LA CRUZ, Elizabeth	TK-1 Grade Level Chair	Walnut ES	03/23/2022
TOTAL:			\$470.30

DELETE - EXTRA DUTY – DEPARTMENT

SAMSON, Sophie	4-6 Grade Level Chair	Dickson ES	02/24/2022
SANCHEZ, Sandy	TK-1 Grade Level Chair	Walnut ES	03/24/2022
TOTAL:			\$-470.30

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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**APPOINTMENT OF CERTIFICATED SUBSTITUTES EFFECTIVE JULY 1, 2021, THROUGH
JUNE 30, 2022**

BASILIO, Joselinne	BLANCO TABAREZ, Eder	FERNANDEZ, Wendie
GOAD, Jordan	GONZALEZ HERNANDEZ, Jasmin	GORDON, Moriah
JOW, Richard	MANURUNG, Wendy	MARDON, Kelley
MARSH, Charlotte	MARTINEZ, Divinity	MATTHEWS, Michelle
MCWHORTER, Arielle	MENDEZ, Ismerai	PERON, Elsa
RAMIREZ, Alexander	THOMPSON, Hayley	VAZQUEZ, Arcadio
VERNI, Jocelyn	WENGER, Chloe	WHELAN, Mary
WONGSO, Shannon		

CLASSIFIED PERSONNEL

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

TABING, Allan	Database Administrator (GF)	Technology	03/28/2022
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PROMOTION

BACA, Donna	FROM: Behavior Intervention Counselor (SELPA/GF) 8 hrs./220 contract days	Special Education	04/08/2022
	TO: Behavior Intervention Program Supervisor (SELPA/GF) 8 hrs./255 contract days	Special Education	

RETIREMENT

STEARNS, Vance	Director, Transportation (GF)	Transportation	07/01/2022
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HIRED AT THE APPROPRIATE PLACEMENT ON THE CLASSIFIED SALARY SCHEDULE**APPOINTMENT**

GARCIA-RAMOS, Lourdes	IA/Special Education/SH (SELPA/GF)	Borba ES	04/05/2022
MORENO, Martha	Bilingual Typist Clerk I Spanish (C)	Dickson ES	04/04/2022
VASQUEZ, Christine	Playground Supervisor (GF)	Hidden Trails ES	04/05/2022
ANDERSON, Clayton	IA/Elementary Grade Level (C)	Rhodes ES	04/04/2022
PORTER, Jordan	Assistant Principal's Secretary (GF)	Chino Hills HS	04/05/2022
HERNANDEZ, Francisco	IA/Bilingual-Biliterate Spanish (C)	Don Lugo HS	04/04/2022
MILLS, Austin	Custodian I (GF)	Don Lugo HS	04/04/2022
NIXON, Damon	Bus Driver (GF)	Transportation	04/04/2022

PROMOTION

PENG, Iwona	FROM: Instructional Aide/Computer Assisted Instruction (C) 8 hrs./180 work days	Borba ES	04/11/2022
	TO: Computer Operations Technician I (GF) 8 hrs./261 contract days	Technology	

CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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PROMOTION (cont.)

RIOS, Martha	FROM: Playground Supervisor (GF) .75 hrs./180 work days and Nutrition Services Assistant I (NS) 2 hrs./181 work days	Eagle Canyon ES	04/04/2022
	TO: Central Kitchen Assistant I (NS) 6.5 hrs./181 work days	Townsend JHS	

ORIHUELA, Diana	FROM: Counseling Assistant (GF) 8 hrs./213 work days	Briggs K-8	04/11/2022
	TO: Computer Operations Technician I (GF) 8 hrs./261 contract days	Technology	

MCCOY, Pamela	FROM: Computer Operations Technician I (GF) 8 hrs./261 contract days	Technology	04/08/2022
	TO: Computer Operations Technician II (GF) 8 hrs./261 contract days	Technology	

KALINOWSKI, Linda	FROM: Typist Clerk II (GF) 8 hrs./201 work days	Chino HS	04/08/2022
	TO: Counseling Assistant (GF) 8 hrs./213 work days	Don Lugo HS	

DUENAS, Prescilla	FROM: Counseling Assistant (GF) 8 hrs./205 work days	Alternative Education	03/21/2022
	TO: Account Clerk III (GF) 8 hrs./261 contract days	Business Services	

ASSIGNMENT CHANGE

CRUZ, Stephanie	FROM: Playground Supervisor (GF) 1.5 hrs./180 work days	Liberty ES	08/08/2022
	TO: IA/Elementary (GF) 3.5 hrs./180 work days	Liberty ES	

SEEBALAC, Cindy	FROM: Career Center Guidance Technician (GF) 6 hrs./187 work days	Ayala HS	04/04/2022
	TO: Typist Clerk II (GF) 8 hrs./201 contract days	Ayala HS	

CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
VALADEZ, Benjamin	FROM: Attendance Clerk (GF) 6 hrs./195 work days	Don Lugo HS	04/08/2022
	TO: IA/Special Ed. (SELPA/GF) 5 hrs./181 work days	Chino HS	

ADDITIONAL ASSIGNMENT

MEJIA, Jenette	School Community Liaison/Bilingual-Spanish (C)	Ramona JHS	04/05/2022
QUINTERO, Edith	IA/Bilingual-Biliterate Spanish (C)	Ramona JHS	04/08/2022

APPOINTMENT - SUPPLEMENTAL INSTRUCTION - SUMMER SCHOOL

MURRIETTA, Pamela	School Secretary I (SS)	Chaparral ES	06/01/2022
BOYER, Deanna	School Secretary I (SS)	Ayala HS	06/03/2022
ALAMILLO, Marisol	Playground Supervisor (SS)	Ayala HS	06/06/2022
CHAVEZ, Linda	High School Receptionist (SS)	Ayala HS	06/03/2022
FERRIERA, Linda	Nutrition Services Manager I (NS)	Ayala HS	06/03/2022
GUZMAN, Guadalupe	Security Person (SS)	Ayala HS	06/06/2022
MEDINA, Michelle	Secondary Library/Media Center Assistant (SS)	Ayala HS	05/16/2022
SIRISUB, Brenda	Nutrition Services Manager I (NS)	Buena Vista HS	06/03/2022
CASTILLO, Arely	School Secretary I (SS)	Chino HS (at Magnolia)	06/03/2022
FEHLOW, Deborah	Nutrition Services Manager I (NS)	Chino HS (at Magnolia)	06/03/2022
FLORES, Cheryl	High School Receptionist (SS)	Chino HS (at Magnolia)	06/03/2022
LOPEZ, Valerie	Secondary Library/Media Center Assistant (SS)	Chino HS (at Magnolia)	05/16/2022
PARKER, Maria	Health Technician (SS)	Chino HS (at Magnolia)	06/03/2022
WILEY, Jason	Security Person (SS)	Chino HS (at Magnolia)	06/06/2022
AMOS, Catherine	School Secretary I (SS)	Chino Hills HS	06/01/2022
CASTILLO, Diane	Health Technician (SS)	Chino Hills HS	06/01/2022
GRIJALVA, Jonathan	Security Person (SS)	Chino Hills HS	06/02/2022
HERNANDEZ-REYES, Antoinette	High School Receptionist (SS)	Chino Hills HS	06/01/2022
HORTA-BARSAMIAN, Sandra	Secondary Library/Media Center Assistant (SS)	Chino Hills HS	05/16/2022
OCAMPO-BARRAGAN, Martha	Custodian I (SS)	Chino Hills HS	06/02/2022
RANGEL, Paula	Nutrition Services Manager I (NS)	Chino Hills HS	06/01/2022
CLARK, Holly	High School Receptionist (SS)	Don Lugo HS	06/03/2022
HENSLEY, Jackie	Nutrition Services Assistant I (NS)	Don Lugo HS	06/06/2022
HERNANDEZ, Elena	Secondary Library/Media Center Assistant (SS)	Don Lugo HS	05/16/2022
LOPEZ, Evelyn	School Secretary I (SS)	Don Lugo HS	06/03/2022
OLAGUE, Christina	Custodian I (SS)	Don Lugo HS	06/06/2022
RUIZ, Ramona	Health Technician (SS)	Don Lugo HS	06/03/2022
THOMPSON, Danielle	Nutrition Services Manager I (NS)	Don Lugo HS	06/03/2022
HOWARD, Kimberly	Nutrition Services Assistant I (NS)	Liberty Park	06/06/2022

CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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APPOINTMENT - SUPPLEMENTAL INSTRUCTION - SUMMER SCHOOL (cont.)**LEAVE OF ABSENCE**

BURRELL, Jason	Bus Driver (GF)	Transportation	03/01/2022 through 04/24/2022
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RESIGNATION

PEREZ ROSS, Cristo	IA/Bilingual-Biliterate Spanish (C)	Chaparral ES	03/17/2022
DAVILA, Yicela	Playground Supervisor (GF)	Cal Aero K-8	03/24/2022
QUEVEDO, Daniel Jr	Security Person (GF)	Chino Hills HS	03/25/2022
TURK, Maryann	Security Person (GF)	Chino Hills HS	03/25/2022
SANCHEZ, Tatyana	IA/Special Education/SH (SELPA/GF)	Don Lugo HS	03/18/2022

RETIREMENT

CRUZ, Blanca (19 Years of Service)	Typist Clerk II (GF)	Borba ES	07/01/2022
LALAMA, Alicia (14 Years of Service)	Bilingual Typist Clerk I Spanish (C) and School Community Liaison/Bilingual- Spanish (C)	Borba ES	07/01/2022
WENZ, Darcy (16 Years of Service)	Elementary Library/Media Center Assistant (C)	Eagle Canyon ES	05/20/2022
TOLEDO, Sandra (24 Years of Service)	Credential Technician (GF)	Human Resources	12/31/2022
MITCHELL, Erin (27 Years of Service)	Network Technician (GF)	Technology	05/01/2022

APPOINTMENT OF SHORT TERM EMPLOYEES EFFECTIVE APRIL 1, 2022, THROUGH JUNE 30, 2022

TRIVEDI, Namrata	IA/Special Education/SH	Cortez ES
ROSALEZ-ALVAREZ, Ayla	IA/Special Education/SH	Glenmeade ES
LEGG, Melissa	IA/Special Education/SH	Litel ES
DE LA TORRE, Roxana	IA/Special Education/SH	Oak Ridge ES
SILVA-RODRIGUEZ, Guadalupe	IA/Special Education	Walnut ES
HOLIDAY, Joy	IA/Special Education/SH	Wickman ES
GONZALEZ, Ericka	IA/Special Education/SH	Ayala HS
GUTIERREZ, Lacey	IA/Special Education/SH	Ayala HS
HOUDETSANAKIS, Andrea	IA/Special Education/SH	Ayala HS
DELGADO, Linda	IA/Special Education/SH	Chino Hills HS

CLASSIFIED PERSONNEL (cont.)

**APPOINTMENT OF CLASSIFIED SUBSTITUTES EFFECTIVE JULY 1, 2021, THROUGH
JUNE 30, 2022**

ARAGON, Gisela
LOURENCO, Hailey
RIVERA, Monica

GALAZ, Jacqueline
MLADOSICH, Danielle
SOSA, Adam

GATEB, Aracely
RIGHETTI, Ryan Will

(504) = Federal Law for Individuals with Handicaps
(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
(CDF) = Child Development Fund
(CVLA) = Chino Valley Learning Academy
(CWY) = Cal Works Youth
(E-rate) = Discount Reimbursements for Telecom.
(G) = Grant Funded
(GF) = General Fund
(HBE) = Home Base Education
(MAA) = Medi-Cal Administrative Activities
(MG) = Measure G – Fund 21
(MH) = Mental Health – Special Ed.
(NBM) = Non-Bargaining Member
(ND) = Neglected and Delinquent
(NS) = Nutrition Services Budget
(OPPR) = Opportunity Program
(PFA) = Parent Faculty Association
(R) = Restricted
(ROP) = Regional Occupation Program
(SAT) = Saturday School
(SB813) = Medi-Cal Admin. Activities Entity Fund
(SELPA) = Special Education Local Plan Area
(SOAR) = Students on a Rise
(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: April 7, 2022
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Richard Rideout, Assistant Superintendent, Human Resources
Whitney Fields, Director, Risk Management and Human Resources
SUBJECT: REJECTION OF CLAIMS

=====

BACKGROUND

Claim 22-03-31 was submitted on March 11, 2022, from Misty Startup, on behalf of her daughter a student at Chino Hills HS. Claimant alleges daily mental and emotional distress due to staff not being present to open the elevators causing her to be late to class and being marked absent. Claimant seeks a settlement demand for an unspecified amount.

Claim 22-03-32 was submitted on March 11, 2022, from Misty Startup, on behalf of her son a student at Townsend JHS. Claimant alleges mental and emotional distress after being bullied by other students and having to wear a mask during school hours. Claimant seeks a settlement demand for an unspecified amount.

Claim 22-03-33 was submitted on March 23, 2022, from Todd Hancock, a certificated employee at Alternative Education. Claimant alleges vehicle damage after a student from Chino Valley Learning Academy kicked a football that went over the fence and cracked his front vehicle window. Claimant seeks a settlement demand for vehicle damages in an amount of \$410.30.

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

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

RECOMMENDATION

It is recommended the Board of Education reject the claims and refer them to the District’s insurance adjuster.

FISCAL IMPACT

Unknown at present.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: April 7, 2022
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
SUBJECT: REVISION OF BYLAWS OF THE BOARD 9322—AGENDA/MEETING MATERIALS

=====

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 9322—Agenda/Meetings materials is being updated to reflect new law (SB 274, 2021), which requires districts with a website to email a copy of, or a website link to, the agenda or a copy of all the documents constituting the agenda packet, if a person requests such items be delivered by email, unless it is technologically infeasible to do so. Bylaw is also updated to include a focus on student well-being in the philosophical statement.

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 9322—Agenda/Meeting Materials.

FISCAL IMPACT

None.

NE:pk

AGENDA/MEETING MATERIALS

Agenda Content

Board of Education meeting agendas shall reflect the District's vision and goals and the Board's focus on student learning AND WELL-BEING.

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)

Each agenda shall state the meeting time and place and shall briefly describe each business item to be transacted or discussed, including items to be discussed in closed session. (Government Code 54954.2)

(cf. 9320 - Meetings and Notices)
(cf. 9321 - Closed Session Purposes and Agendas)

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. However, the agenda need not provide an opportunity for public comment when the agenda item has previously been considered at an open meeting of a committee comprised exclusively of Board members, provided that members of the public were afforded an opportunity to comment on the item at that meeting and that the item has not been substantially changed since the committee considered it. (Government Code 54954.3)

The agenda for a regular Board meeting shall also provide members of the public an opportunity to provide comment on matters which are not on the agenda, but which are within the subject matter jurisdiction of the Board. (Education Code 35145.5; Government Code 54954.3)

(cf. 9323 - Meeting Conduct)

Each meeting agenda for a regular meeting shall list the address designated by the Superintendent or designee for public inspection of agenda documents related to an open session item that have been distributed to the Board less than 72 hours before the meeting. (Government Code 54957.5)

The agenda shall include information regarding how, when, and to whom a request should be made if an individual requires disability-related accommodations or modifications, including auxiliary aids and services in order to participate in the Board meeting. (Government Code 54954.2)

AGENDA/MEETING MATERIALS (cont.)**Agenda Preparation**

The Board president and the Superintendent, as secretary to the Board, shall work together to develop the agenda for each regular and special meeting.

(cf. 9121 - President)

(cf. 9122 - Secretary)

Any Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be submitted in writing to the Superintendent or designee with supporting documents and information, if any, at least 30 days before the scheduled meeting date. Items submitted less than 30 days before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

The Board president and Superintendent shall decide whether a request is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, before placing the item on the agenda the Board president and Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation.

If the Board president and Superintendent deny a request from a Board member to place an item on the agenda, the Board member may request the Board to take action to determine whether the item shall be placed on the agenda.

The Board president and Superintendent or designee shall also decide whether an agenda item is appropriate for discussion in open or closed session, and whether the item should be an action item subject to Board vote or an information item that does not require immediate action.

In order to promote efficient meetings, the Board may bundle a number of items and act upon them together by a single vote through the use of a consent agenda. Consent agenda items shall be items of a routine nature or items for which Board discussion is not anticipated and for which the Superintendent recommends approval. When any Board member requests the removal of an item from the consent agenda, the item shall be removed and given individual consideration for action as a regular agenda item.

The agenda shall provide an opportunity for members of the public to comment on any consent agenda item that has not been previously considered. (Government Code 54954.3)

AGENDA/MEETING MATERIALS (cont.)

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

Any Board action that involves borrowing \$100,000.00 or more shall be discussed, considered and deliberated upon as a separate item of business on the meeting agenda. (Government Code 53635.7)

(cf. 9323.2 - Actions by the Board)

No item shall be pulled from the published Board agenda without consensus of the Board.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 1340 - Access to District Records)
(cf. 3320 - Claims and Actions Against the District)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

Agenda Dissemination to Board Members

At least 72 hours before each regular meeting, each Board member shall be provided a copy of the agenda and agenda packet including the Superintendent or designee's report; minutes to be approved; copies of communications; reports from committees; staff; and others; and other available documents pertinent to the meeting.

~~Use of materials gathered in the course of research (including, but not limited to the use of materials submitted by the Superintendent's staff, auditors, legal counsel, county or state agencies or any other provider of information) pertaining to the business of the Chico Valley Unified School District may be used as reference at Board meetings. In order for all Board members to have the same opportunity for input, discussion and decision making, any reference materials collected shall be provided to the Board, the Superintendent and the Superintendent's Cabinet before the meeting, allowing enough time for delivery to the Board at least two days prior to the meeting. If extenuating circumstances prevent meeting this deadline, reference materials must be provided at the earliest possible time.~~

When special meetings are called, Board members shall receive, at least 24 hours prior to the meeting, notice of the business to be transacted. (Government Code 54956)

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to ask questions and/or request additional information on agenda items. However, a majority of Board members shall not, outside of a noticed meeting, directly or through intermediaries or electronic means discuss, deliberate, or take action on any matter within the subject matter jurisdiction of the Board.

AGENDA/MEETING MATERIALS (cont.)

(cf. 9012 - Board Member Electronic Communications)

Agenda Dissemination to Members of the Public

Any agenda and related materials distributed to the Board shall be made available to the public upon request without delay. Only those documents which are disclosable public records under the Public Records Act (PRA) and which relate to an agenda item scheduled for the open session portion of a regular meeting shall be made available to the public. (Government Code 54957.5)

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public. (Government Code 54954.2)

In addition, the Superintendent or designee shall post the agenda on the homepage of the District website. The posted agenda shall be accessible through a prominent direct link to the current agenda or to the District's agenda management platform in accordance with Government Code 54954.2. When the District utilizes an integrated agenda management platform, the link to that platform shall take the user directly to the website with the District's agendas, and the current agenda shall be the first available. (Government Code 54954.2)

(cf. 1113 - District and School Web Sites)
(cf. 1340 - Access to District Records)

If a document which relates to an open session agenda item of a regular Board meeting is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or designee shall make the document available for public inspection at a designated location at the same time the document is distributed to all or a majority of the Board. (Government Code 54957.5)

The Superintendent or designee shall mail a copy of the agenda or a copy of all the documents constituting the agenda packet to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first. (Government Code 54954.1)

THE SUPERINTENDENT OR DESIGNEE SHALL EMAIL A COPY OF, OR A WEBSITE LINK TO, THE AGENDA OR A COPY OF ALL THE DOCUMENTS CONSTITUTING THE AGENDA PACKET TO ANY PERSON WHO REQUESTS SUCH ITEMS TO BE DELIVERED BY EMAIL. IF THE SUPERINTENDENT OR DESIGNEE DETERMINES THAT IT IS TECHNOLOGICALLY INFEASIBLE TO DO SO, A COPY OF THE AGENDA OR A WEBSITE LINK TO THE AGENDA AND A COPY OF ALL OTHER DOCUMENTS CONSTITUTING THE AGENDA PACKET SHALL BE SENT TO THE PERSON WHO HAS MADE THE REQUEST IN ACCORDANCE WITH MAILING REQUIREMENTS SPECIFIED IN LAW. (Government Code 54954.1)

AGENDA/MEETING MATERIALS (cont.)

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year. (Government Code 54954.1)

Persons requesting mailing of the agenda or agenda packet shall pay an annual fee, as determined by the Superintendent or designee, not to exceed the cost of providing the service.

Any document prepared by the District or Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any document prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the ~~Public Records Act~~ PRA. (Government Code 54957.5)

Upon request, the Superintendent or designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)

Legal Reference:EDUCATION CODE

35144 Special meetings

35145 Public meetings

35145.5 Right of public to place matters on agenda

GOVERNMENT CODE

6250-6270 Public Records Act

53635.7 Separate item of business

54954.1 Mailed agenda of meeting

54954.2 Agenda posting requirements; board actions

54954.3 Opportunity for public to address legislative body

54954.5 Closed session item descriptions

54956.5 Emergency meetings

54957.5 Availability of public records

54960.2 Challenging board actions; cease and desist

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.160 Effective communications

36.303 Auxiliary aids and services

COURT DECISIONS

Mooney v. Garcia, (2012) 207 Cal.App.4th 229

Caldwell v. Roseville Joint Union High School District, 2007 U.S. Dist. LEXIS 66318

ATTORNEY GENERAL OPINIONS

99 Ops. Cal. Atty. Gen. 11 (2016)

78 Ops. Cal. Atty. Gen. 327 (1995)

AGENDA/MEETING MATERIALS (cont.)

Chino Valley Unified School District

Bylaw adopted: March 6, 1997

Revised: June 4, 1998

Revised: July 17, 2003

Revised: June 7, 2007

Revised: November 17, 2011

Revised: March 21, 2013

Revised: February 7, 2019

REVISED:

Chino Valley Unified School District

Our Motto:

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

DATE: April 7, 2022
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
SUBJECT: STUDENT ATTENDANCE CALENDARS FOR THE 2023/2024, 2024/2025, AND 2025/2026 SCHOOL YEARS

=====

BACKGROUND

The Student Attendance Calendar is adopted sufficiently in advance of the new school year in order to provide educational partners with ample time to provide input and conduct advance planning for the coming year. Additionally, adoption of the Student Attendance Calendar at this time permits the District to meet with exclusive representatives of the District’s certificated and classified employees regarding applicable work year calendars. The Student Attendance Calendar is not intended to constitute the employee work year calendar, which will be negotiated to the extent required by law.

This item was presented to the Calendar Committee.

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 Student Attendance Calendars for the 2023/2024, 2024/2025, and 2025/2026 school years.

FISCAL IMPACT

None.

NE:LF:gks

Chino Valley Unified School District
2023-2024 STUDENT ATTENDANCE CALENDAR
180 School Days – Traditional

JULY 2023

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

AUGUST 2023

S	M	T	W	Th	F	S
		●	●	X	○	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER 2023

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER 2023

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER 2023

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
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DECEMBER 2023

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JANUARY 2024

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FEBRUARY 2024

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MARCH 2024

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APRIL 2024

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MAY 2024

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IMPORTANT DATES

July 4	Independence Day	Jan 15	Martin Luther King Day	 First Day of School  Last Day of School  Legal Holiday  School Closed
Aug 1-2	● New Teacher Workday	Feb 12	Lincoln's Birthday	
Aug 3	X K-6 Teacher Workday	Feb 19	Washington's Birthday	
Aug 4	○ All Teacher Workday	Mar 25-29	Spring Break	
Aug 7	First Day of School	April 1	School Closed	
Sept 4	Labor Day	May 23	Last Day of School	
Nov 10	Veterans' Day Observed	May 24	○ All Teacher Workday	
Nov 20-24	Thanksgiving Break	May 27	Memorial Day	
Dec 15	△ 7-12 Teacher Workday/TK-12 Non-School Day			
Dec 15-Jan 2	Christmas/Winter Break			

Chino Valley Unified School District
2024-2025 STUDENT ATTENDANCE CALENDAR
 180 School Days – Traditional

JULY 2024

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SEPTEMBER 2024

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OCTOBER 2024

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DECEMBER 2024

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APRIL 2025

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MAY 2025

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JUNE 2025

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IMPORTANT DATES

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Aug 2	○ All Teacher Workday	Mar 24-28	Spring Break	
Aug 5	First Day of School	April 18	School Closed	
Sept 2	Labor Day	May 22	Last Day of School	
Nov 1	School Closed	May 23	○ All Teacher Workday	
Nov 11	Veterans' Day	May 26	Memorial Day	
Nov 25-29	Thanksgiving Break			
Dec 19	△ 7-12 Teacher Workday/TK-12 Non-School Day			
Dec 19-Jan 3	Christmas/Winter Break			

Chino Valley Unified School District
2025-2026 STUDENT ATTENDANCE CALENDAR
180 School Days – Traditional

JULY 2025

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AUGUST 2025

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SEPTEMBER 2025

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OCTOBER 2025

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NOVEMBER 2025

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DECEMBER 2025

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JANUARY 2026

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FEBRUARY 2026

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MARCH 2026

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APRIL 2026

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MAY 2026

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JUNE 2026

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CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: April 7, 2022

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: COURSE REVISION: COMPUTER APPLICATIONS

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BACKGROUND

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

Computer Applications is a one-year course designed to teach a variety of 21st century skills. The course introduces students to and increases proficiency in keyboarding, word processing, presentation creation, digital citizenship, computer hardware, and networking basics. This most recent course revision includes additional curriculum to make it a one-year course, as well as additional standards to prepare students for MS Office certification in Microsoft Suite applications such as MS Word, MS Excel, MS Outlook, and MS PowerPoint. The course is aligned to meet the most recent framework and standards for California Technical Education (CTE) in the Information Communication Technologies (ICT) sector. The revision also meets the UC/CSU “g” elective requirement.

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

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

RECOMMENDATION

It is recommended the Board of Education receive for information the Computer Applications Course revision.

FISCAL IMPACT

None.

Chino Valley Unified School District High School Course Description

A. CONTACTS	
1. School/District Information:	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
2. Course Contact:	District Contact: Office of Secondary Curriculum and Instruction Position/Title: Director of Secondary Curriculum and Instruction Site: District Office Phone: (909) 628-1201 X1630
B. COVER PAGE - COURSE ID	
1. Course Title:	Computer Applications
2. Transcript Title/Abbreviation:	Computer App
3. Transcript Course Code/Number:	5827
4. Seeking Honors Distinction:	No
5. Subject Area/Category:	MEETS UC/CSU "G" ELECTIVE REQUIREMENT
6. Grade Level(s):	9-12
7. Unit Value:	5 units per semester - One (1) Semester /10 Credits
8. Course Previously Approved by UC:	No YES
9. Classified as a Career Technical Education Course:	Yes
10. Modeled after an UC-approved course:	No YES
11. Repeatable for Credit:	No
12. Date of Board Approval:	December 10, 2009 / May 24, 2012
Date of Revision Approval:	
13. Brief Course Description:	<p>Computer Applications reinforces keyboarding and formatting skills acquired in a keyboarding course and introduces word processing, database management, spreadsheets, and presentations. Graphics and telecommunications may be a part of this course. COMPUTER APPLICATIONS IS A ONE-YEAR COURSE DESIGNED TO TEACH A VARIETY OF 21ST-CENTURY SKILLS TO ASSIST IN STUDENT SUCCESS. THE CURRICULUM IS GUIDED AROUND MEETING THE INTRODUCTORY SKILLS NECESSARY FOR STUDENTS TO BE SUCCESSFUL IN THEIR PATHWAY CHOICE AND TO HELP THEM BE CAREER AND COLLEGE READY. THE COURSE REVISION INCLUDES CURRICULUM FOR AND PREPARATION FOR MS OFFICE CERTIFICATION IN MICROSOFT SUITE APPLICATIONS SUCH AS MS WORD, MS EXCEL, MS OUTLOOK, AND MS POWERPOINT. INTEGRATED INTO THIS COURSE ARE PRINCIPLES OF ECONOMICS, MATHEMATICAL COMPUTATION, REASONING AND LOGIC, COMMUNICATION, CRITICAL THINKING, PROBLEM-SOLVING, HANDS-ON ACTIVITIES, AND PROJECT-BASED LEARNING. THIS COURSE IS ALIGNED TO MEET THE FRAMEWORK AND STANDARDS FOR CALIFORNIA TECHNICAL EDUCATION IN THE INFORMATION COMMUNICATION TECHNOLOGIES SECTOR. developed by the Business Education Resource Consortium.</p>
14. Prerequisites:	Keyboarding and Document Processing or teacher approval NONE
15. Context for Course:	To live, learn, and work successfully in an increasingly complex and information-rich society, students must use technology effectively. This course is intended to introduce students to the basics of computer operation as well as technology productivity tools based on the National Educational Technology Standards for students as well as California Career Technology Education Model Curriculum Standards. Students will also develop an understanding of the ethical and legal issues that will enable them to become informed technology users of the future.
16. History of Course Development:	This course was originally designed to meet the standards developed by the business education consortium. With the ever-evolving technological world; this course has also evolved to now incorporate the cte standards for the information and communication technologies (ict) sector. Computer applications is a one-year course designed to

Chino Valley Unified School District

High School Course Description

teach a variety of 21st century skills to assist in student success. The course is an introductory level curriculum necessary for students to be successful in their pathway choice and to help them be career and college ready. This includes not only the use of computer productivity applications but also computer operations, maintenance, and networking.

17. Textbooks:	TEST OUT OFFICE PRO (COMPUTER SOFTWARE)
18. Supplemental Instructional Materials:	Google Drive, www.google.com ; History of Computers, https://sites.google.com/site/kingjwebquest/home

C. COURSE CONTENT

1. Course Purpose:

This course is designed for the California career and technical education information and communication technologies (ICT) sector. This course is aligned to the California career and technical education standards, information support services pathway and is designed to be an introductory level course. To live, learn, and work successfully in an increasingly complex and information-rich society, students must use technology effectively. This course is intended to introduce students to the basics of computer operation, as well as technology productivity tools. Students will also develop an understanding of the ethical and legal issues that will enable them to become informed technology users of the future.

2. Course Outline:

~~Standard 1 – Students understand the use of computer software programs.~~

~~1.1 Objective: Master keyboarding skills.~~

~~1.1.1 Performance Indicator: Students will perform timed writing tests in keyboarding with a recommended keyboarding speed of not less than 25 words per minute.~~

UNIT 1 MICROSOFT AND GOOGLE APPLICATIONS

STUDENTS WILL BE INTRODUCED TO ELEMENTS OF MICROSOFT ONE DRIVE AND GOOGLE DRIVE. UNDERSTANDING AND PROPERLY UTILIZING A VARIETY OF THE COMPONENTS WILL ENHANCE THEIR UNDERSTANDING OF MICROSOFT ONE DRIVE AND GOOGLE DRIVE, WHICH IN TURN WILL BUILD THEIR CONFIDENCE IN THEIR KNOWLEDGE OF MICROSOFT AND GOOGLE PLATFORMS. STUDENTS WILL LEARN ABOUT AND BE ABLE TO IDENTIFY THE VARIOUS COMPONENTS, VARIOUS OPTIONS AND THEIR PURPOSE, VARIOUS DOCUMENT OPTIONS IN MICROSOFT ONE DRIVE AND GOOGLE DRIVE.

~~1.2 Objective: Understand the basic components and operating systems of computer.~~

~~1.2.1 Performance Indicator: Students will define common computer technology.~~

~~1.2.2 Performance Indicator: Students will identify computer components and the functions of each.~~

UNIT 2 COMPUTER HARDWARE AND SOFTWARE

THIS UNIT WILL INTRODUCE THE STUDENT TO THE MAJOR COMPONENTS OF THE COMPUTER INCLUDING: INPUT, OUTPUT, MEMORY, STORAGE, PROCESSING, SOFTWARE, AND THE OPERATING SYSTEM. UNDERSTANDING COMPUTER HARDWARE HELPS STUDENTS BUILD CONFIDENCE IN THEIR COMPUTING SKILLS AND ENHANCES THEIR UNDERSTANDING OF COMPUTER SOFTWARE. COMPUTER HARDWARE SYSTEMS AND COMPUTER SOFTWARE SYSTEMS SHARE MANY SIMILARITIES IN THEIR STRUCTURES. PERSONAL COMPUTERS, DESKTOP COMPUTERS, LAPTOPS, AND SIMILAR COMPUTER SYSTEMS HAVE MULTIPLE HARDWARE COMPONENTS, SOMETIMES PACKAGED IN ONE UNIT AND SOMETIMES CONSISTING OF PHYSICALLY SEPARATE COMPONENTS.

~~1.3 Objective: Understand the essential knowledge and skills common to all pathways in the information technology sector.~~

~~1.3.1 Performance Indicator: Students will identify major technological advancements that led to the development of the computer.~~

~~1.3.2 Performance Indicator: Students will identify the applications of computers in personal and work situations.~~

~~1.3.3 Performance Indicator: Students will learn and demonstrate the basic operating system commands of the computer.~~

UNIT 3 HISTORY OF COMPUTERS

THIS UNIT WILL HAVE STUDENTS LEARN ABOUT THE DEVELOPMENT OF THE COMPUTER. STUDENTS WILL LEARN HOW COMPUTERS HAVE CHANGED SINCE THE 1940'S IN SIZE AND TECHNOLOGY USED. STUDENTS WILL LOOK AT NOTABLE

Chino Valley Unified School District

High School Course Description

COMPUTERS OVER TIME AND WHY THEY WERE CREATED. STUDENTS WILL EXAMINE THE CURRENT NEED OF COMPUTERS AND WHAT POSSIBLE FUTURE NEEDS WILL DO FOR COMPUTERS.

~~1.4 Objective: Understand human, cultural, and societal issues related to technology and practice legal and ethical behavior.~~

~~1.4.1 Performance Indicator: Students will identify ethical issues such as invasion of privacy, copyright infringement, and computer crime.~~

~~1.4.2 Performance Indicator: Students will define district policy concerning software protection.~~

UNIT 4 WORD PROCESSING AND DIGITAL LITERACY

THIS UNIT WILL HAVE STUDENTS LEARN THE NEED OF WORD PROCESSING SKILLS SUCH AS TYPING WITH SPEED AND ACCURACY AND 10-KEY PROFICIENCY. STUDENTS WILL WORK INDIVIDUALLY TO DEVELOP FINE MOTOR SKILLS TO IMPROVE THEIR TYPING SKILLS TO HELP WITH ACADEMIC NEEDS AND THE UPCOMING BUSINESS WORLD NEED TO RAPIDLY BE ABLE TO CREATE AN EFFECTIVE EMAIL, MEMO, OR LETTER.

~~1.5 Objective: Use a word processing program to produce letters, memos, tables, flyers, and reports.~~

~~1.5.1 Performance Indicator: Students will master the following word processing skills: loading and saving, setting margins, centering, spell checking, merging, editing and printing files.~~

~~1.5.2 Performance Indicator: Students will demonstrate their ability to use word processing applications to produce a variety of documents.~~

~~1.5.3 Performance Indicator: Students will complete a real life word processing simulation project.~~

UNIT 5 MICROSOFT WORD STANDARD

THIS UNIT WILL EXPLORE MICROSOFT WORD AND HOW THIS SOFTWARE WILL BE UTILIZED AS STUDENTS LEARN THE INDUSTRY BUSINESS SOFTWARE USED TO CREATE PROFESSIONAL BUSINESS DOCUMENTS. UNDERSTANDING, APPLYING, ANALYZING, AND EVALUATING VARIOUS CONCEPTS WITHIN THE SOFTWARE WILL EMPOWER STUDENTS TO CREATE BUSINESS PROFESSIONAL TEXT-BASED DOCUMENTS. STUDENTS WILL DEVELOP SKILLS WITH RESEARCH PAPERS, REFERENCES, AND SOURCES. WITHIN THE BUSINESS WORLD, STUDENTS WILL DESIGN LETTERHEADS, BUSINESS LETTERS, MEMOS, AND FLYERS.

UNIT 6 MICROSOFT POWERPOINT

THIS UNIT WILL HAVE STUDENTS CREATE AND MANAGE EFFECTIVE PRESENTATIONS, INCORPORATING DESIGN ELEMENTS SUCH AS ANIMATIONS, SMART ART, ILLUSTRATIONS, TABLES, CHARTS, AND PICTURES. THEY WILL APPLY AESTHETIC AND PHYSICAL ELEMENTS TO CONNECT THE AUDIENCE TO MESSAGES, INCLUDING TRANSITIONS AND HANDOUTS.

~~1.6 Objective: Use a database management program to create a database, sort and print a variety of reports.~~

~~1.6.1 Performance Indicator: Students will master the following data base skills: loading and saving, setting up record layouts, arranging, formatting, editing, and printing records.~~

~~1.6.2 Performance Indicator: Students will demonstrate their ability to use database applications in a variety of areas.~~

~~1.6.3 Performance Indicator: Students will complete a real life database simulation project such as creating mailing address labels.~~

UNIT 7 DATABASE PROGRAMS

THIS UNIT WILL FOCUS ON THE USE OF A DATABASE MANAGEMENT PROGRAM TO CREATE A DATABASE, SORT AND PRINT A VARIETY OF REPORTS.

~~1.7 Objective: Develop and produce simple spreadsheet documents.~~

~~1.7.1 Performance Indicator: Students will master the following specific spreadsheet skills: loading and saving formats, mathematics formulas, entries, sorting, totals, editing and printing.~~

~~1.7.2 Performance Indicator: Students will demonstrate their ability to use spreadsheet applications by producing spreadsheets to solve specific problems.~~

~~1.7.3 Performance Indicator: Students will complete a real life spreadsheet simulation project.~~

~~1.8 Objective: Produce graphic representations of spreadsheet files.~~

~~1.8.1 Performance Indicator: Students will demonstrate their ability to create a graphic representation of spreadsheet data.~~

Chino Valley Unified School District

High School Course Description

UNIT 8 MICROSOFT EXCEL

THIS UNIT WILL FOCUS ON THE CREATION OF SPREADSHEETS AND CHARTS THAT INVOLVE TEXT, RAW NUMBERS, FORMULAS, FUNCTIONS, FORMATTING, AND LAYOUTS. STUDENTS WILL LEARN ABOUT WHAT-IF STATEMENTS, SORTING, IMPORTING, AND MANIPULATING DATA. DEMONSTRATIONS OF THE MYRIAD OF CHARTS WILL BE GIVEN TO HELP STUDENTS DEVELOP THE RATIONALE ON WHICH CHART TYPE TO USE IN VARIOUS REAL-WORLD SCENARIOS.

~~1.9 Objective: Produce documents merging word processing, database, spreadsheet and graphic files.~~

~~1.9.1 Performance Indicator: Students will gain exposure to the integration of graphics into word processing and spreadsheet documents.~~

~~1.9.2 Performance Indicator: Students will integrate database and spreadsheet into word processing documents.~~

~~1.10 Objective: Successfully complete a comprehensive, integrated simulation involving word processing, database, spreadsheet, presentations, and graphics concepts.~~

~~1.10.1 Performance Indicator: Students will demonstrate the ability to use integrated software applications to produce a variety of documents.~~

~~1.11 Objective: Describe and demonstrate the use of a computer for telecommunications and the use of media technology.~~

~~1.11.1 Performance Indicator: Students will gain exposure to media technology by using, searching, editing, capturing and printing text and graphics from various forms of media storage.~~

~~1.11.2 Performance Indicator: Students will demonstrate knowledge of Internet searching skills.~~

UNIT 9 PROFESSIONAL COMMUNICATION

THIS UNIT WILL FOCUS ON HOW TO USE DIFFERENT ENVIRONMENTS, ACTUAL AND DIGITAL, TO PROPERLY COMMUNICATE AND WORK COLLABORATIVELY. STUDENTS WILL USE VARIOUS PLATFORMS TO CREATE AND FORMAT EMAILS, MEMOS, LETTERS, AND OTHER COMMUNICATIONS. STUDENTS WILL LEARN THE PROPER WAY TO GREET, COMMUNICATE WITH, AND CONCLUDE A CONVERSATION IN A PROFESSIONAL SETTING.

3. Key Assignments:

UNIT 1 MICROSOFT AND GOOGLE APPLICATIONS

- STUDENT PRODUCTION: STUDENTS WILL WRITE AND SAVE DOCUMENTS IN MICROSOFT ONE DRIVE: DOCS, EXCEL, POWERPOINT, ETC.
- STUDENT PRODUCTION: STUDENTS WILL WRITE AND SAVE DOCUMENTS IN GOOGLE DRIVE: DOCS, SHEETS, SLIDES, ETC.
- ASSIGNMENT COMPLETION METHOD: STUDENTS WILL UTILIZE 365 AND GOOGLE TO SIGN INTO THEIR EMAIL ACCOUNTS AND COMPLETE A PROJECT USING MICROSOFT WORD FOR THE WRITTEN PORTION AND EXCEL FOR THEIR PRESENTATION.
- STUDENTS WILL LEARN: CHINO VALLEY UNIFIED SCHOOL DISTRICT MICROSOFT 365 AND GOOGLE CLASSROOM PLATFORMS/ STUDENT LOG-INS, (EMAIL) AND GOOGLE SHEETS AND SLIDES (CONVERTING DOCUMENTS) AND AERIES PLATFORM FOR GRADES.

UNIT 2 COMPUTER HARDWARE AND SOFTWARE

- IDENTIFYING HARDWARE COMPONENTS - WHERE POSSIBLE, PROVIDE EACH STUDENT WITH THE OPPORTUNITY TO TAKE APART AN OLD COMPUTER AND LOCATE AND IDENTIFY THE VARIOUS COMPONENTS.
- IDENTIFYING SOFTWARE COMPONENTS - DISCUSS THE ROLE OF SYSTEM SOFTWARE AND APPLICATION SOFTWARE.
- DESCRIBING THE INTERACTION OF COMPONENTS - STUDENTS PERFORM A ROLE PLAY WHERE EACH STUDENT ACTOR REPRESENTS ONE COMPONENT – HARDWARE OR SOFTWARE. SCRIPTS DESCRIBE THEIR GENERAL ACTIONS; THE TEACHER PROVIDES THE DATA FOR THE INTERACTIONS.
- PURCHASING A COMPUTER - STUDENTS LOCATE COMPUTER ADVERTISEMENTS IN PRINT OR ONLINE. A COMPARATIVE TABLE IS CREATED THAT LISTS THE ADVANTAGES AND DISADVANTAGES OF AT LEAST THREE ADVERTISED COMPUTERS FOR POSSIBLE PERSONAL USE.

Chino Valley Unified School District

High School Course Description

- FILE SYSTEMS AND ORGANIZATION - EXPLAIN DIRECTORY STRUCTURE. STUDENTS CREATE AND USE NESTED DIRECTORIES. STUDENTS SHOULD EXPLAIN THE ADVANTAGES AND DISADVANTAGES TO A FLAT STRUCTURE VS. A HIERARCHICAL STRUCTURE METHODOLOGY.
- DIAGNOSE AND TROUBLESHOOT PC PROBLEMS - DISCUSS COMMON PC PROBLEMS AND SOLUTIONS. HAVE STUDENTS EXPERIENCE A PRACTICAL LAB WHERE THEY MUST DIAGNOSE AND FIX A SET OF "BROKEN" PCS (DISCONNECTED NETWORK CABLES, UNPLUGGED MONITOR CABLES, MOVED/DELETED SHORTCUT ICONS, ETC.)

UNIT 3 HISTORY OF COMPUTERS

- HISTORY OF COMPUTERS - STUDENTS CREATE A TIMELINE ON WORD PROCESSORS FOR THE DEVELOPMENT AND EVOLUTION OF COMPUTER HARDWARE, POSSIBLY INCLUDING PRE-ELECTRONIC COMPUTATIONAL DEVICES. THE TIMELINE CAN BE AUGMENTED, WHERE POSSIBLE, WITH EXAMPLES OF EARLIER HARDWARE, PHOTOGRAPHS OR ADVERTISEMENTS, AND NOTES AS TO COST AND CAPABILITIES. CHALLENGE STUDENTS TO USE THEIR IMAGINATION AND EXTEND THE TIMELINE FORWARD 10 YEARS.
- Students will identify the applications of computers in personal and work situations.
- Students will learn and demonstrate the basic operating system commands of the computer.

UNIT 4 WORD PROCESSING AND DIGITAL LITERACY

- STUDENTS WILL DEMONSTRATE THEIR KNOWLEDGE OF INTERNET SAFETY AND DIGITAL CITIZENSHIP BY CONDUCTING RESEARCH AND EVALUATING ONLINE SOURCES.
- THEY WILL DISPLAY AN UNDERSTANDING OF HOW TO WORK AND INTERACT SAFELY ON THE WEB.
- THEY WILL APPLY THE KNOWLEDGE LEARNED TO ANALYZE AND ANSWER THE FOLLOWING QUESTIONS:
 - WHY IS IT IMPORTANT TO UNDERSTANDING THE RIGHTS AND RESPONSIBILITIES OF A DIGITAL CITIZEN?
 - WHY IS IT IMPORTANT TO KEEP YOUR PRIVATE INFORMATION ONLINE PRIVATE?
 - WHY IS IT IMPORTANT TO BE SKEPTICAL ABOUT WHOM YOU COMMUNICATE WITH ONLINE?
 - WHAT DOES IT MEAN TO HAVE A DIGITAL FOOTPRINT?
 - IDENTIFY WHAT PERSONAL INFORMATION SHOULD REMAIN PRIVATE, AND WHAT IS SUITABLE TO BE SHARED PUBLICLY.
 - IF YOU WERE GOING TO GIVE A PRESENTATION ON USING THE INTERNET, WHAT WOULD YOU INCLUDE?
 - WHAT DO YOU THINK ARE THE MOST IMPORTANT REASONS FOR USING THE INTERNET EFFECTIVELY?
 - STUDENTS WILL DEFINE DISTRICT POLICY CONCERNING SOFTWARE PROTECTION.
- STUDENTS WILL WORK INDIVIDUALLY TO EVALUATE AND APPLY ETHICAL PRINCIPLES THAT ENCOURAGE RESPONSIBILITY AND TRUST WHEN USING THE INTERNET. STUDENTS WILL WRITE AN ESSAY TO IDENTIFY AND EXPLAIN AT LEAST THREE IMPORTANT SAFETY CONCERNS TO KEEP IN MIND WHEN USING THE INTERNET. THEY WILL USE SPECIFIC EXAMPLES AND EXPLANATIONS THAT REFER TO THE MATERIAL THEY HAVE LEARNED DURING THE LESSONS.

UNIT 5 MICROSOFT WORD STANDARD

- STUDENTS WILL CREATE, KEEP AND MAINTAIN A DIGITAL PORTFOLIO OF DIFFERENT DOCUMENTS LIKE A RESUME, RESEARCH PAPER, BUSINESS CARDS, LETTERHEAD, LETTER OF INTRODUCTION, ETC. STUDENTS SHOULD REALIZE THE EFFECTS OF STYLE, LOOK, AND CONCISENESS IN GENERAL COMMUNICATION FOR BUSINESS AND ACADEMIA IN THIS SIMULATED ENVIRONMENT.
- STUDENTS WILL CREATE A PROFESSIONAL MULTI-PAGE NEWSLETTER ABOUT EMERGING TRENDS IN COMPUTER TECHNOLOGY AND HOW THEY IMPROVE BUSINESS PRACTICES. NEWSLETTER WILL UTILIZE LEARNED CONCEPTS WITHIN THE UNIT.

UNIT 6 MICROSOFT POWERPOINT

- STUDENTS WILL CREATE, KEEP AND MAINTAIN A DIGITAL PORTFOLIO OF DIFFERENT PRESENTATIONS LIKE AN ABOUT ME, CAREER RESEARCH PRESENTATION, CITY PRESENTATION, COLLEGE RESEARCH, ETC. STUDENTS SHOULD REALIZE THE EFFECTS OF STYLE, LOOK, AND CONCISENESS IN GENERAL COMMUNICATION FOR BUSINESS AND ACADEMIA IN THIS SIMULATED ENVIRONMENT.
- STUDENTS WILL RESEARCH TECHNIQUES TO MAKE PRESENTATIONS MORE EFFECTIVE. THE STUDENT WILL THEN CREATE A PROFESSIONAL AND EFFECTIVE PRESENTATION OF THE INFORMATION THAT MAKES THEIR BUSINESS

Chino Valley Unified School District

High School Course Description

ATTRACTIVE TO POTENTIAL CUSTOMERS. THE STUDENT WILL THEN DELIVER A PRESENTATION TO THE CLASS UTILIZING PUBLIC SPEAKING SKILLS.

UNIT 7 DATABASE PROGRAMS

- STUDENTS WILL MASTER THE FOLLOWING DATA BASE SKILLS: LOADING AND SAVING, SETTING UP RECORD LAYOUTS, ARRANGING, FORMATTING, EDITING, AND PRINTING RECORDS.
- STUDENTS WILL DEMONSTRATE THEIR ABILITY TO USE DATABASE APPLICATIONS IN A VARIETY OF AREAS.
- STUDENTS WILL COMPLETE A REAL-LIFE DATABASE SIMULATION PROJECT SUCH AS CREATING MAILING ADDRESS LABELS.

UNIT 8 MICROSOFT EXCEL

- STUDENTS WILL ACT AS CHIEF ACCOUNTANT FOR A COMPANY AND WILL DEVELOP AND MANIPULATE A SALES ANALYSIS WORKSHEETS PRODUCING CHARTS, GRAPHS, AND SUMMED DATA.
- STUDENTS WILL BUILD A WORKSHEET FOR A MOVING COMPANY THAT ANALYZES THE FINANCING NEEDS FOR THE COMPANY'S FIRST YEAR IN BUSINESS. STUDENTS WILL START WITH A TABLE OF DATA THAT THEY WILL HAVE TO PLUG INTO A WORKSHEET AND MANIPULATE THE DATA TO PROVIDE MONTHLY AVERAGES, MAXIMUMS, MINIMUMS, AND TOTAL EXPENSES.
- STUDENTS WILL WORK AS A FINANCIAL PLANNER AND WILL UTILIZE A GIVEN TABLE OF DATA AND WILL CREATE A WORKSHEET THAT WILL PROJECT ANNUAL GROSS MARGIN, TOTAL EXPENSES, OPERATING INCOME, INCOME TAXES, AND NET INCOME FOR THE NEXT EIGHT YEARS BASED ON AN ASSUMPTION TABLE.

UNIT 9 PROFESSIONAL COMMUNICATION

- STUDENTS WILL WORK INDIVIDUALLY TO CREATE A FORMAL EMAIL, FORMAL LETTER, AND MEMO THAT FOLLOWS APPROPRIATE FORMATTING. STUDENTS WILL LEARN HOW TO ATTACH AND SHARE DOCUMENTS/FILES THROUGH MICROSOFT OFFICE AND GOOGLE DRIVE. STUDENTS WILL LEARN HOW TO PROPERLY CREATE MAILING ADDRESS LABELS AND BUSINESS CARDS THROUGH MICROSOFT OFFICE.
- STUDENTS WILL DEMONSTRATE THE ABILITY TO USE INTEGRATED SOFTWARE APPLICATIONS TO PRODUCE A VARIETY OF DOCUMENTS.
 - STUDENTS WILL INTEGRATE DATABASES AND SPREADSHEETS INTO WORD PROCESSING DOCUMENTS.
 - STUDENTS WILL GAIN EXPOSURE TO THE INTEGRATION OF GRAPHICS INTO WORD PROCESSING AND SPREADSHEET DOCUMENTS.
- STUDENTS WILL COMPLETE A PERSONALITY SURVEY TO ASSIST IN A CAREER RESEARCH PROJECT. STUDENTS WILL COMPARE AND CONTRAST TWO DIFFERENT CAREERS THAT SUIT THEIR PERSONALITY SURVEY RESULTS, AND DECIDE WHICH BEST FIT IS FOR THEM. STUDENTS WILL WRITE A RESEARCH PAPER IN MLA FORMAT AND PRESENT THEIR FINDINGS IN A MICROSOFT POWERPOINT.

4. Instructional Methods and/or Strategies:

- This course uses an online curriculum which gives the students access to video lessons and virtual simulator exercises to complete lab projects and assessments.
- Students are expected to complete the virtual labs and practice questions assessments from each unit.
- Each topic will be discussed during class with the students.
- Students will complete hands on projects that reflect the material learned in the online curriculum.

5. Assessment Including Methods and/or Tools:

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: April 7, 2022

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: NEW COURSE: BEGINNING GUITAR

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BACKGROUND

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

Beginning Guitar is a course that will help students develop and acquire facility and technical ability in communicating their understanding of musical terms, values and concepts through practice, individual and group performances. This course is for students who may or may not have had formal musical experience on any instrument. Further, this curriculum seeks to imitate existing instrumental ensemble curricula, which are firmly establish in CVUSD, replacing band or orchestra instruments with classical guitars.

This course gives students the opportunity to develop performance techniques as they relate to emotional and intellectual growth with music. Beginning Guitar meets UC/CSU 'F' criteria satisfying Visual Performing Arts requirements.

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

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

RECOMMENDATION

It is recommended the Board of Education receive for information the new course Beginning Guitar.

FISCAL IMPACT

None.

Chino Valley Unified School District High School Course Description

A. CONTACTS	
1. School/District Information:	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
2. Course Contact:	District Contact: Office of Secondary Curriculum and Instruction Position/Title: Director of Secondary Curriculum and Instruction Site: District Office Phone: (909) 628-1201 X1630
B. COVER PAGE - COURSE ID	
1. Course Title:	Beginning Guitar
2. Transcript Title/Abbreviation:	Guitar 1
3. Transcript Course Code/Number:	5775
4. Seeking Honors Distinction:	No
5. Subject Area/Category:	Meets UC/CSU "F" Visual Performing Arts
6. Grade Level(s):	9-12
7. Unit Value:	5 units per semester/10 credits
8. Course Previously Approved by UC:	No
9. Classified as a Career Technical Education Course:	No
10. Modeled after an UC-approved course:	Yes
11. Repeatable for Credit:	No
12. Date of Board Approval:	
13. Brief Course Description:	Students develop and acquire facility and technical ability in communicating their understanding of musical terms, values, and concepts through practice and individual and group performances. This class is for students who may or may not have had formal musical experience on any instrument.
14. Prerequisites:	None
15. Context for Course:	Students have the opportunity to develop performance techniques within a group as they relate to emotional and intellectual growth with music. Students explore their individual musical talents through group participation. This course is aligned with the State of California Visual and Performing Arts Standards.
16. History of Course Development:	This curriculum seeks to imitate existing instrumental ensemble curricula, which are firmly established in CVUSD, replacing band or orchestra instruments with classical guitars. This allows it to fit in well in our school music programs. Like band and orchestra programs, students learn the basics of musicianship and instrumental technique in class. Once students have a basic technical and musical proficiency, they begin rehearsing repertoire. The day-to-day classroom activities involve rehearsing ensemble repertoire. The entire repertoire is arranged in three parts, and most of it falls into three categories: arrangements of classical music for other instrument combinations, arrangements of solo classical guitar repertoire, or pieces originally composed for guitar ensemble. There are also a few folk songs in the repertoire.
17. Textbooks:	None
18. Supplemental Instructional Materials:	Set of classical guitars, Hal Leonard Guitar Method by Will Schmid & Greg Koch 2002

Chino Valley Unified School District

High School Course Description

C. COURSE CONTENT

1. Course Purpose:

Music education conveys knowledge and meaning not learned through the study of other subjects. As they study and perform music, students use the potential of the mind to its full and unique capacity. Music education is a vital part of a well-rounded educational program for students.

In this beginning course, students study the many styles and techniques that are found in guitar playing. Students learn how to read music notation, guitar tablature, play chords, accompany other musicians, as well as improvise. The course presents the history of the guitar, its significance in the music world, and how the instrument is featured in many of the music cultures around the world. The course includes a strong song writing component. Students grow and explore through the guitar curriculum by performing in small ensembles that are relevant to the guitar player.

2. Course Outline:

Unit 1: Music Skills 1

- To respond, analyze, and make judgments about works of music associates with the guitar when listening/viewing music examples.
- To evaluate a performance, composition, arrangements, or improvisation/solo by comparing each with an exemplary guitar model.
- To describe the means used to create images or evoke feelings and emotions in musical works from various guitarists.

Unit 2: Music Skills 2

- To analyze the role of the guitar in past and present cultures throughout the world, noting cultural diversity as it relates to music, musicians, and composers.
- To identify the significance of the guitar in the musical genres found in the United States, trace the evolution of those genres, and cite well-known musicians associated with them. (Country, Blues, Jazz, Rock, Pop, etc.)
- To perform music from various cultures and time periods on the guitar.

Unit 3: Music Skills 3

- Introduce students to music notation, guitar tablature, and chords.
- Students will compare, analyze, and discuss the different styles of guitar playing found in our music world.

Unit 4: Music Skills 4

- Students will develop competencies and creative skills in problem solving, communication, and time management that can be used to contribute to lifelong learning and career skills.
- To explore various careers in the areas pertaining to the guitar and music through research projects, technology, and in class exercises, assignments, and performances.

Unit 5: Music Skills 5

- To apply instrumental skills in performing a varied repertoire of music on the guitar.
- To compose and arrange music and improvise melodies, variations, and accompaniments on the guitar.
- To perform individually and in small ensembles.
- To utilize modern technology to aid in creative expression, reflection, and assessment.
- To learn basic music theory that will aid in creative guitar playing: the composing of melodies, solos, improvisation, and song writing.

3. Key Assignments:

Unit 1: Music Skills 1

- Students will be given a listening assignment where they listen to both exemplary and armature performances of a selected work.
- Students will write about and discuss the quality, accuracy, and expression of musical examples using academic vocabulary.
- Students will learn how to write about and discuss the quality, accuracy, and expression of musical examples using academic vocabulary.

Chino Valley Unified School District

High School Course Description

Unit 2: Music Skills 2

- Students will complete a group project where they research a specific genre of guitar music from U.S. American History.
- Students will present a PowerPoint presentation which included their research on the history of their assigned genre.
- Students will learn about the history and culture of various genres of American guitar music. Students will learn how to describe and analyze various genres of American guitar music using academic vocabulary.

Unit 3: Music Skills 3

- Students will learn how to play varied genres of American guitar music with accuracy and with artistic integrity.
- Students will learn varied melodies and chords from the textbook as well as varied supplementary tablature.
- Students will be assessed individually and in small groups as they perform assigned songs from the textbook and supplementary tablature.
- Students will learn music theory, develop musicianship skills, learn to read musical notation, and refine technical skills on the guitar.

Unit 4: Music Skills 4

- Students will complete a research project where they will research various professions involving the guitar, interview a professional, and attend a guitar performance.
- Students will produce a list of 10 varied guitar related professions, 10 questions and answers from an interview with a professional, a 2-page concert report or review, and a written essay about one guitar related profession of their choosing.
- Students will learn about various career paths as a professional guitarist/musician.

Unit 5: Music Skills 5

- Students will complete these assignments through playing assigned repertoire both individually and in a group setting.
- Students will produce performances of diverse guitar repertoire with accuracy and artistic integrity.
- Students will learn how to read musical notation while developing technical musicianship skills. Through playing a diverse repertoire students will gain a deeper understanding of how to recognize varied guitar styles and techniques and reproduce them.

4. Instructional Methods and/or Strategies:

Active Participation: Teacher will incorporate the principles of active participation and specific strategies to ensure consistent, simultaneous involvement of the minds of all learners in the classroom. Teachers should include both covert and overt active participation strategies, incorporating cooperative learning structures. Some of the possible active participation strategies include strategy for personal, social, and physical development. Team building activities, collaboration, small group activities and personal reflections on individual progression.

5. Assessment Including Methods and/or Tools:

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

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DATE: April 7, 2022
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
SUBJECT: **WILLIAMS SETTLEMENT LEGISLATION QUARTERLY UNIFORM COMPLAINT REPORT SUMMARY FOR JANUARY THROUGH MARCH 2022**

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BACKGROUND

In accordance with the Williams settlement legislation, Education Code 35186 states that the Superintendent or designee shall report summarized data on the nature and resolution of all Williams related complaints to the Board of Education and the San Bernardino County Superintendent of Schools on a quarterly basis. Williams related complaints are complaints specific to 1) insufficiency of instructional materials, 2) unsafe facilities, or 3) teacher vacancy or misassignment. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. These summaries shall be publicly reported on a quarterly basis at a regularly scheduled board meeting.

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 Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for January through March 2022.

FISCAL IMPACT

None.

NE:LF:gks

Williams Settlement Legislation
Quarterly Uniform Complaint Report Summary
For submission to school district governing board and county office of education

District Name: Chino Valley Unified School District

Quarter covered by this report: January 2022 – March 2022

Please fill in the following table. Enter 0 in any cell that does not apply.

	Number of complaints received in quarter	Number of complaints resolved	Number of complaints unresolved
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy and Misassignments	0	0	0
Totals	0	0	0

Submitted by: Lea Fellows

Title: Assistant Superintendent, Curriculum, Instruction, Innovation, and Support