



**CHINO VALLEY**  
UNIFIED SCHOOL DISTRICT

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

# BOARD OF EDUCATION AGENDA

**December 16, 2021**

## **BOARD OF EDUCATION**

Donald L. Bridge

Andrew Cruz

Christina Gagnier

James Na

Joe Schaffer

Esther Kim, Student Representative

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## **SUPERINTENDENT**

**Norm Enfield, Ed.D.**

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

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**ORGANIZATIONAL MEETING OF THE BOARD OF EDUCATION**  
Don Lugo High School, 13400 Pipeline Avenue, Chino, CA 91710  
4:25 p.m. – Closed Session • 6:00 p.m. – Organizational Meeting  
December 16, 2021

**Agenda**

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

**I. OPENING BUSINESS**

**I.A. CALL TO ORDER – 4:25 P.M.**

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

**Discussion and possible action (times are approximate):**

- a. Conference with Legal Counsel - Existing Litigation (54956.9): Case Number LA-CE-6675-E. (Atkinson, Andelson, Loya, Ruud, and Romo) (30 minutes)
- b. Student Readmission Matter (Education Code 35146, 48916 (c)): Readmission case 19/20-11. (5 minutes)
- c. Student Discipline Matter (Education Code 35146, 48918 (c) & (j)): Expulsion case 21/22-07. (5 minutes)
- d. Conference with Labor Negotiators (Government Code 54957.6): A.C.T. and CSEA negotiations. Agency designated representatives: Frank Arce, Isabel Brenes, Sandra Chen, and Richard Rideout. (30 minutes)
- e. Public Employee Appointment (Government Code 54957): Elementary School and Junior High School Assistant Principal; and High School Assistant Principals. (5 minutes)
- f. Public Employee Performance Evaluation (Government Code 54957): Superintendent. (20 minutes)

**PUBLIC ADVISORY**

Face coverings that cover the mouth and nose are optional for fully vaccinated individuals, but required for unvaccinated individuals.

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

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

1. Report Closed Session Action
2. Pledge of Allegiance

The proceedings of this meeting are being recorded.

**I.C. PRESENTATIONS**

- 1. California Voting Rights Act Area Maps
- 2. Boys Republic: Della Robbia Wreath Presentation

**I.D. ORGANIZATION OF BOARD**

**Election of Officers/Representatives**

- 1. Election of President
- 2. Election of Vice President
- 3. Election of Clerk
- 4. Election of Board Liaison–City of Chino
- 5. Election of Board Liaison–City of Chino Hills
- 6. Election of Board Liaison–City of Ontario
- 7. Election of Board Liaison–Chino Valley Independent Fire District
- 8. Election of Representative–County Committee on School District Organization
- 9. Election of Representative–Chino Hills Parks and Recreation Commission
- 10. Election of Two Representatives–Joint Meeting with the City of Chino
- 11. Election of Two Representatives–Joint Meeting with the City of Chino Hills
- 12. Election of Representative–Chamber of the Chino Valley
- 13. Election of Representative and Alternate–Baldy View Regional Occupational Program Commission for a Term to Expire in December 2023

**I.E. COMMENTS FROM STUDENT REPRESENTATIVE**

**I.F. COMMENTS FROM EMPLOYEE REPRESENTATIVES**

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

**I.H. CHANGES AND DELETIONS**

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

**II.A.1. 2022/2023 Board Meeting Calendar**

Page 9 Recommend the Board of Education approve the 2022/2023 Board meeting calendar.

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

**II.A.2. Nominations for California School Boards Association Delegate Assembly**

Page 11 Recommend the Board of Education nominate up to six (6) candidate(s) to the California School Boards Association Delegate Assembly.

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

**II.A.3. Public Hearing Regarding the District’s Intent to Request a Waiver for By-Trustee Area Elections**

Page 13

Recommend the Board of Education conduct a public hearing regarding the District’s intent to request a waiver for by-trustee area elections.

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

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

**II.A.4. Resolution 2021/2022-51, Requesting that the San Bernardino County Committee on School District Organization Approve a Waiver of the Election Required by Education Code Section 5020(a)(1)**

Page 14

Recommend the Board of Education adopt resolution 2021/2022-51, Requesting that the San Bernardino County Committee on School District Organization Approve a Waiver of the Election Required by Education Code Section 5020(a)(1).

Motion\_\_\_\_Second\_\_\_\_

Preferential Vote: \_\_\_\_\_

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

**II.B. BUSINESS SERVICES**

**II.B.1. 2021/2022 First Interim Financial Report**

Page 18

Recommend the Board of Education approve the 2021/2022 First 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.

Motion\_\_\_\_Second\_\_\_\_

Preferential Vote: \_\_\_\_\_

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

**II.C. HUMAN RESOURCES**

**II.C.1. Public Notice and Hearing Regarding the District’s Initial Bargaining Proposal to the California School Employees Association, and its Chino Chapter 102, for a Reopener Collective Bargaining Agreement Effective July 1, 2021**

Page 19

Recommend the Board of Education give public notice and conduct a public hearing regarding the District’s initial bargaining proposal to the California School Employees Association, and its Chino Chapter 102, for a reopener Collective Bargaining Agreement effective July 1, 2021.

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

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

**III. CONSENT**

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

**III.A. ADMINISTRATION**

**III.A.1. Minutes of the Regular Meeting of November 18, 2021**

Page 21 Recommend the Board of Education approve the minutes of the regular meeting of November 18, 2021.

**III.B. BUSINESS SERVICES**

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

Page 31 Recommend the Board of Education approve/ratify the warrant register, provided under separate cover.

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

Page 32 Recommend the Board of Education approve/ratify the 2021/2022 applications to operate fundraising activities and other activities for the benefit of students.

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

Page 34 Recommend the Board of Education approve/ratify the fundraising activities.

**III.B.4. Donations**

Page 37 Recommend the Board of Education accept the donations.

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

Page 39 Recommend the Board of Education approve payment for legal services to the law offices of Atkinson, Andelson, Loya, Ruud & Romo; Margaret A. Chidester & Associates; and Tao Rossini, APC.

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

**III.C.1. Student Expulsion Case 21/22-07**

Page 40 Recommend the Board of Education approve student expulsion case 21/22-07.

**III.C.2. Student Readmission Case 19/20-11**

Page 41 Recommend the Board of Education approve student readmission case 19/20-11.

**III.C.3. School-Sponsored Trips**

Page 42 Recommend the Board of Education approve/ratify the school-sponsored trips for: Ayala HS and Chino Hills HS.

**III.C.4. 2021/2022 Single Plan for Student Achievement**

Page 43 Recommend the Board of Education approve the 2021/2022 Single Plan for Student Achievement.

**III.C.5. 2022 Supplemental Summer Instruction Program and Special Education Extended School Year**

Page 44 Recommend the Board of Education approve the 2022 Supplemental Summer Instruction Program and Special Education Extended School Year.

**III.C.6. Educator Effectiveness Block Grant**

Page 46 Recommend the Board of Education approve the Educator Effectiveness Block Grant.

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

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

Page 52 Recommend the Board of Education approve/ratify the purchase order register, provided under separate cover.

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

Page 53 Recommend the Board of Education approve/ratify the Agreements for Contractor/Consultant Services.

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

Page 56 Recommend the Board of Education declare the District property surplus/obsolete and authorize staff to sell/dispose of said property.

**III.D.4. Resolutions 2021/2022-49 and 2021/2022-50 for Authorization to Utilize Piggyback Contracts**

Page 61 Recommend the Board of Education adopt Resolutions 2021/2022-49 and 2021/2022-50 for Authorization to Utilize Piggyback Contracts.

**III.D.5. Change Order and Notice of Completion for CUPCCAA Projects**

Page 67 Recommend the Board of Education approve the Change Order and Notice of Completion for CUPCCAA Projects.

**III.D.6. Contractor Termination—Bid 20-21-09F, Chino HS Reconstruction—Offsite Improvements (Bid Package 1)**

Page 77 Recommend the Board of Education approve the termination of the contract previously awarded to Moreno Valley Construction dba MVC Enterprises, Inc., for Bid 20-21-09F, Chino HS Reconstruction—Office Improvements (Bid Package 1) due to abandonment of the project.

**III.D.7. Subcontractor Substitution for Bid 21-22-03F, Butterfield Ranch ES and Hidden Trails ES—Alterations (BP 23-01) HVAC and Controls**

Page 78

Recommend the Board of Education approve the Subcontractor Substitution for Bid 21-22-03F, Butterfield Ranch Es and Hidden Trails ES—Alterations (BP 23-01) HVAC and Controls.

**III.D.8. Bid 21-22-11F, Ayala HS and Chino Hills HS Gym Roofing Project**

Page 79

Recommend the Board of Education award Bid 21-22-11F, Ayala HS and Chino Hills HS Gym Roofing Project to AME Builders, Inc.

**III.D.9. Request for Proposals No. 21-22-05, HVAC Assessments and Maintenance Services**

Page 81

Recommend the Board of Education award RFP No. 21-22-05, HVAC Assessments and Maintenance Services to AireMasters Air Conditioning, Johnson Controls, Inc., and PacificWest Energy Solutions, Inc.

**III.D.10. Revision of Board Policy 3430 Business and Noninstructional Operations—District Investments**

Page 83

Recommend the Board of Education approve the revision of Board Policy 3430 Business and Noninstructional Operations—District Investments.

**III.E. HUMAN RESOURCES**

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

Page 98

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

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

Page 104

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

**III.E.3. Student Teaching Agreements with California State University, Long Beach; California State University's CalStateTeach; and Chapman University**

Page 105

Recommend the Board of Education approve the student teaching agreements with California State University, Long Beach; California State University's CalStateTEACH; and Chapman University.

**III.E.4. Student Fieldwork Agreement with California State University, Northridge**

Page 128

Recommend the Board of Education approve the student fieldwork agreement with California University State, Northridge.

**IV. INFORMATION**

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

**IV.A.1. San Bernardino County Superintendent of Schools Williams Settlement Fiscal Year 2020/2021 Annual Report**

Page 136

Recommend the Board of Education receive for information the San Bernardino County Superintendent of Schools Williams Settlement Fiscal Year 2020/2021 Annual Report.

**V. COMMUNICATIONS**

**BOARD MEMBERS AND SUPERINTENDENT**

**VI. ADJOURNMENT**

Date posted: December 10, 2021

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



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

Student Achievement • Safe Schools • Positive School Climate  
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**DATE:** December 16, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**SUBJECT: 2022/2023 BOARD MEETING CALENDAR**

=====

**BACKGROUND**

At the organizational meeting in December each year, the Board of Education adopts the Board meeting calendar. Attached is the proposed calendar for 2022/2023. Regular meetings are held on the first and third Thursdays of the month, unless otherwise posted as indicated by an asterisk \*.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the 2022/2023 Board meeting calendar.

**FISCAL IMPACT**

None.

NE:pk

# Chino Valley Unified School District



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## 2022/2023 Board Meeting Calendar

July 21, 2022	Regular
August 18, 2022	Regular
September 1, 2022	Regular
September 15, 2022	Regular
October 6, 2022	Regular
October 20, 2022	Regular
November 3, 2022	Regular
November 17, 2022	Regular
December 15, 2022	Organizational
January 19, 2023	Regular
February 2, 2023	Regular
February 16, 2023	Regular
March 2, 2023	Regular
March 16, 2023	Regular
April 6, 2023	Regular
April 20, 2023	Regular
May 4, 2023	Regular
May 18, 2023	Regular
June 1, 2023	Regular
June 15, 2023	Regular

Board of Education meetings are held the first and third Thursdays of the month (except where indicated by asterisk). The meetings will begin at 6:00 p.m. in the Board room at the District Service Center, Chino Valley Unified School District, 5130 Riverside Drive, Chino, unless otherwise posted. Additional meetings will be announced by the Board President on an as-needed basis.

Board approved: \_\_\_\_\_

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** December 16, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**SUBJECT: NOMINATIONS FOR CALIFORNIA SCHOOL BOARDS  
ASSOCIATION DELEGATE ASSEMBLY**

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**BACKGROUND**

The Delegate Assembly is the primary policy-making body of the California School Boards Association (CSBA). Delegates adopt the association’s platform, take positions on other critical issues that come before it, elect officers and directors, and adopt bylaw changes. Delegates serve as a two-way communications link between the board members in the region and the regional director, and play an important role in fostering collegiality within their region. Delegate assembly nominations within each geographic subregion or area must be made by member boards within the respective subregion or area. Each board may nominate as many individuals as it chooses; however, nominees must be members of CSBA member boards within the subregion or area and must have given permission to place his or her name into nomination. Members serve two-year terms beginning April 1, 2022. There are two required Delegate Assembly meetings each year. In 2022, the dates are May 21-22 and November 29–30. Nominations and biological sketch forms for Delegate assembly must be postmarked or emailed no later than January 7, 2022, without exception.

The Chino Valley Unified School District belongs to Subregion 16B, San Bernardino County. The present delegation includes the following six elected representatives whose terms are expiring in 2022:

- Christina Cameron-Otero (Needles USD)
- Barbara Dew (Victor Valley Union HSD)
- Barbara Flores (San Bernardino City USD)
- Cindy Gardner (Rim of the World USD)
- James O’Neill (Redlands USD)
- Wilson So (Apple Valley USD)

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

**RECOMMENDATION**

It is recommended the Board of Education nominate up to six (6) candidate(s) to the California School Boards Association Delegate Assembly:

- 1) \_\_\_\_\_ 4) \_\_\_\_\_
- 2) \_\_\_\_\_ 5) \_\_\_\_\_
- 3) \_\_\_\_\_ 6) \_\_\_\_\_

**FISCAL IMPACT**

None.

NE:pk

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** December 16, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**SUBJECT: PUBLIC HEARING REGARDING THE DISTRICT'S INTENT TO  
REQUEST A WAIVER FOR BY-TRUSTEE AREA ELECTIONS**

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**BACKGROUND**

The Board of Education will conduct a public hearing in accordance with Elections Code section 10010 to receive and consider seeking a waiver from the San Bernardino County Committee on School District Organization of the requirement that the establishment of trustee areas and adoption of a “by trustee area” election process be submitted to the electors as set forth in Education Code §§ 5019 and 5020. The Board of Education of the Chino Valley Unified School District invites public testimony regarding this matter.

**RECOMMENDATION**

It is recommended the Board of Education conduct a public hearing regarding the District's intent to request a waiver for by-trustee area elections.

**FISCAL IMPACT**

None.

NE:pk

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** December 16, 2021

**TO:** Members, Board of Education

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

**SUBJECT:** **RESOLUTION 2021/2022-51, REQUESTING THAT THE SAN BERNARDINO COUNTY COMMITTEE ON SCHOOL DISTRICT ORGANIZATION APPROVE A WAIVER OF THE ELECTION REQUIRED BY EDUCATION CODE SECTION 5020(a)(1)**

=====

**BACKGROUND**

The Chino Valley Unified School District Board of Education is engaged in the process of transitioning the method by which governing Board members are elected. Currently, the District uses an “at large” system where registered voters within the District’s boundaries vote for candidates to represent the community at large. Under the proposed system, “by-trustee areas,” registered voters can only vote for candidates who reside within the same area.

**RECOMMENDATION**

It is recommended the Board of Education adopt Resolution 2021/2022-51, Requesting that the San Bernardino County Committee on School District Organization Approve a Waiver of the Election Required by Education Code Section 5020(a)(1).

**FISCAL IMPACT**

None.

NE:pk

**RESOLUTION NO. 2021/2022-51**  
**RESOLUTION OF THE BOARD OF EDUCATION OF THE**  
**CHINO VALLEY UNIFIED SCHOOL DISTRICT REQUESTING**  
**THAT THE SAN BERNARDINO COUNTY COMMITTEE ON SCHOOL**  
**DISTRICT ORGANIZATION APPROVE A WAIVER OF THE ELECTION REQUIRED**  
**BY EDUCATION CODE SECTION 5020(a)(1)**

**WHEREAS**, The Chino Valley Unified School District (“District”) Board of Education adopted a resolution to transition its method of election from at-large elections to by-trustee area elections at a meeting on March 4, 2021, and

**WHEREAS**, the District’s decision to transition to by-trustee area elections was prompted by a demand letter sent to the District pursuant to Elections Code section 10010 in which the demanding party alleged that the District’s use of at-large elections did not comply with the requirements of the California Voting Rights Act of 2001; and

**WHEREAS**, the District’s transition to by-trustee area elections was undertaken in furtherance of the purposes of the California Voting Rights Act of 2001; and

**WHEREAS**, as part of the process District administration met with various stakeholders, including representatives of Associated Chino Teachers, CSEA and its Local Chapter No. 102, and other District committees, to discuss the waiver of the election that is ordered by the San Bernardino County Committee on School District Organization (“Committee”) pursuant to Education Code section 5020(a)(1) upon the Committee’s approval of the District’s plan to transition to by-trustee area elections; and

**WHEREAS**, none of the stakeholder groups expressed disapproval with the District’s stated intent to seek a waiver of the election required by Education Code section 5020(a)(1); and

**WHEREAS**, SB 442, passed in July 2021, amended Education Code section 5020 to added section (a)(2) which authorizes the Committee to, “by resolution, approve a proposal to establish trustee areas and to elect governing board members using district-based elections, as defined in subdivision (b) of Section 14026 of the Elections Code, without being required to submit the resolution to the electors of the district for approval.”; and

**WHEREAS**, the Committee’s resolution required by Education Code section 5020 must “include a declaration that the change in the method of electing members of the governing body is being made in furtherance of the purposes of the California Voting Rights Act of 2001.”; and

**WHEREAS**, the provisions of SB 442 take effect on January 1, 2022; and

**WHEREAS**, until the passage of SB 442 in July 2021, waivers of the election required by Education Code section 5020(a)(1) were granted exclusively by the California State Board of Education; and

**WHEREAS**, the resolution by the Board of Education on August 19, 2021, did not include a request to have the County Committee include the language in Education Code section 5020(a) in its resolution in order to grant the District a waiver of the election required by Education Code section 5020(a)(1); and

**WHEREAS**, the Committee is scheduled to conduct its meeting in the District's boundaries on February 16, 2022, to review the District's plan to transition to by-trustee area elections and consider the resolution required by Education Code section 5020(a)(2).

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Education of the Chino Valley Unified School District as follows:

1. That the above recitals are true and correct.
2. The District's transition to by-trustee area election was a decision made by the Board of Education in furtherance of the purposes of the California Voting Rights Act of 2001.
3. That the Board requests the Committee to "by resolution, approve a proposal to establish trustee areas and to elect governing board members using district-based elections, as defined in subdivision (b) of Section 14026 of the Elections Code, without being required to submit the resolution to the electors of the district for approval."
4. That the Board requests the Committee's resolution "include a declaration that the change in the method of electing members of the governing body is being made in furtherance of the purposes of the California Voting Rights Act of 2001."
5. That the Superintendent and/or his designee take all actions necessary to notify the Committee of the Board's determination forthwith and provide whatever assistance may be required by the Committee to complete the process.

**ADOPTED, SIGNED, AND APPROVED** this 16<sup>th</sup> day of December 2021.

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President  
Board of Education, Chino Valley Unified School  
District



I, \_\_\_\_\_, Clerk of the Board of Education of the Chino Valley Unified School District, do hereby certify that the foregoing Resolution was adopted by the Board of Education of said District at a meeting of said Board held on the 16<sup>th</sup> day of December 2021, and that it was so adopted by the following vote:

Bridge \_\_\_\_\_

Cruz \_\_\_\_\_

Gagnier \_\_\_\_\_

Na \_\_\_\_\_

Schaffer \_\_\_\_\_

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Clerk  
Board of Education of the Chino Valley Unified  
School District

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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**DATE:** December 16, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Sandra H. Chen, Associate Superintendent, Business Services  
Liz Pensick, Director, Fiscal Services  
**SUBJECT: 2021/2022 FIRST INTERIM FINANCIAL REPORT**

=====

**BACKGROUND**

Pursuant to Education Code 42131, twice each year, the Board of Education must certify to the County Office of Education and the California Department of Education that the District can meet its financial obligations for the current and two subsequent fiscal years.

The First Interim Financial Report (submitted under separate cover) presents actual data as of October 31, 2021. This report must be approved and certified as positive, qualified, or negative by the Board of Education and submitted to the County Superintendent of Schools by December 15, 2021. The three certifications are defined as follows:

1. **A Positive Certification** means that a Local Education Agency (LEA) will meet its financial obligations for the current **and** two subsequent fiscal years.
2. **A Qualified Certification** means that an LEA may not meet its financial obligations for the current **or** two subsequent fiscal years.
3. **A Negative Certification** means that an LEA will not meet its financial obligations for the remainder of the fiscal year **or** for the subsequent fiscal year.

The First Interim Report is being presented to the Board of Education for approval with a positive certification.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the 2021/2022 First 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.

**FISCAL IMPACT**

Financial information presented for this First Interim Report reflects a balanced budget for fiscal years 2021/2022, 2022/2023, and 2023/2024.

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**DATE:** December 16, 2021

**TO:** Members, Board of Education

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

**PREPARED BY:** Richard Rideout, Assistant Superintendent, Human Resources  
Isabel Brenes Ed.D., Director, Human Resources  
Eric Dahlstrom, Ed.D., Director, Human Resources

**SUBJECT: PUBLIC NOTICE AND HEARING REGARDING THE DISTRICT'S INITIAL BARGAINING PROPOSAL TO THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, AND ITS CHINO CHAPTER 102, FOR A REOPENER COLLECTIVE BARGAINING AGREEMENT EFFECTIVE JULY 1, 2021**

=====

**BACKGROUND**

The present Collective Bargaining Agreement between the Chino Valley Unified School District and the California School Employees Association (CSEA), and its Chino Chapter 102 is effective July 1, 2021, through June 30, 2024. Pursuant to Article 21.1 of the Agreement, CSEA, and its Chino Chapter 102 gave notice to the District regarding its initial proposal for a reopener Collective Bargaining Agreement and for a public hearing.

Based on Administrative Regulation 4243.1, Public Notice – Personnel Negotiations, CSEA, and its Chino Chapter 102, the District is hereby announcing to the public its initial proposal for a reopener Collective Bargaining Agreement, to be effective July 1, 2021. The District has given notice to CSEA regarding its initial bargaining proposal for the reopener Collective Bargaining Agreement.

The Chino Valley Unified School District presents the following initial proposal to reach an agreement in negotiations with the California School Employees and its Chino Chapter 102 on a reopener agreement to the parties' contract:

**ARTICLE 6: HOURS**

To add/change language related to shift changes/hours.

**ARTICLE 8: VACATIONS**

To add/change language related to notification/taking of vacation.

**ARTICLE 12: WAGES AND BENEFITS**

To add/change language related to salary schedule alignment.

**ARTICLE 22: TERM**

To add/change language related to the term of the contract.

**CLASSIFIED HANDBOOK**

To add/change language related to probationary period.

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

**RECOMMENDATION**

It is recommended the Board of Education give public notice, and conduct a public hearing regarding the District's initial bargaining proposal to the California School Employees Association, and its Chino Chapter 102, for a reopener Collective Bargaining Agreement effective July 1, 2021.

**FISCAL IMPACT**

To be determined through the bargaining process and disclosed prior to any Board action being taken pursuant to Board Policy 4243.1 and Government Code 3547.5.

NE:RR:IB:ED:mcm

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**REGULAR MEETING OF THE BOARD OF EDUCATION**  
**November 18, 2021**

**MINUTES**

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

**I.A. CALL TO ORDER – 5:00 P.M.**

1. Roll Call

President Schaffer called to order the regular meeting of the Board of Education, Thursday, November 18, 2021, at 5:00 p.m. with Bridge, Cruz, Gagnier, Na, and Schaffer present.

Administrative Personnel

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

2. Pledge of Allegiance

Led by Vice President Christina Gagnier.

3. Closed Session

President Schaffer adjourned to closed session at 5:00 p.m. regarding a student expulsion; conference with labor negotiators: A.C.T. and CSEA; and public employee appointment: coordinator, special projects; and elementary, junior, and high school assistant principals.

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

1. Report Closed Session Action

President Schaffer reconvened the regular meeting of the Board of Education at 6:00 p.m. with Bridge, Cruz, Gagnier, Na, and Schaffer present. The meeting was streamed live on YouTube. The Board met in closed session from 5:01 p.m. to 5:23 p.m. regarding a student expulsion; conference with labor negotiators: A.C.T. and CSEA; and public employee appointment: coordinator, special projects; and, elementary, junior, and high school assistant principals.

The Board appointed John Ashby as Coordinator, Special Projects, Curriculum, Instruction, and Support/Human Resources effective November 29, 2021, by a unanimous vote of 5-0 with Bridge, Cruz, Gagnier, Na, and Schaffer voting yes. No further action was taken that required public disclosure.

2. Pledge of Allegiance

Led by Board Vice President Christina Gagnier.

Board member Andrew Cruz read a communication from a member of the public regarding meeting venue concerns, and also requested an agenda item to change the meeting venue in the spirit of community engagement, in the interest of public health and safety, and in alignment with Governor Newsom's recent declaration of continued state of emergency until March 2022.

**I.C. PRESENTATION**

1. Amber Fellows, Teacher, Cal Aero Preserve Academy: 2021 Educators of the Year Recipient

Board Clerk Don Bridge presented Amber Fellows with a certificate of recognition for being honored as one of the 2021 Educators of the Year.

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

Esther Kim spoke about her thoughts on diversity.

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

Emily Lao, Vice President of CHAMP, congratulated Amber Fellows on her achievement; highlighted various school achievements; and wished everyone a happy Thanksgiving on behalf of CHAMP.

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

The following addressed the Board: Parent Advocacy of Chino Valley; Yi Eubanks, Byron Gonzalez, Carla Vande Steeg, Debra Rosen, Jessica Brazynetz, Christina, and Juli Santorsola regarding medical exemptions; and, Sonia Singh, Kelly Allen, Sonjia Shaw, and Caity Martinez regarding complaints against Board members and requests for censure.

Board member asked for consensus to extend the time for the public to address the Board. The request failed, and President Schaffer said further comments would be heard toward the end of the agenda.

**I.G. CHANGES AND DELETIONS**

None.

<b>II. ACTION</b>
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**II.A. ADMINISTRATION****II.A.1. Revision of Administrative Regulation 5145.3 Students-Nondiscrimination/Harassment of Students**

America Aguayo; Camila Aguero-Salas; Carolina Aguero-Salas; Jasmine Rivera; River Hohn; Cheyenne Fernandes; Leila Eredia; Adri Rodriguez; Morgan Burton; Andrew Asebedo; Alex Padilla; Maya Ma; Ryan Sheng; Makayla Hernandez; Riese Ili; Madison Knapp; Anshul Joshi; America Aguayo; Madeline DeLatorre; Max Ibarra; Kaylee Couch; Jim Gallagher; Terry Marzell; Connie Leyva; Amanda Swager; Christopher Negri; Mike Ai; Giamae Villalobos; Jennifer Flores; Carol Rau; and Damon Brown addressed the Board. Moved (Cruz) seconded (Na) to discuss the item. Following discussion, moved (Cruz) seconded (Na) motion failed (2-3, Bridge, Gagnier, and Schaffer voted no) to amend the motion by inserting the following language under #4: 1. A student must have psychological counseling for a minimum of 6 months to ensure the student actually identifies him or herself as the opposite gender; and #2. A letter of approval from a doctor showing that the student is being provided with hormonal therapy. Student representative voted no. Moved (Cruz) seconded (Na) motion failed (2-3, Bridge, Gagnier, and Schaffer voted no) to approve the revision to Administrative Regulation 5145.3 Students-Nondiscrimination Harassment of Students. Student representative voted no.

President Schaffer directed staff to include the letters from the CDE and Department of Justice regarding this matter in the minutes.

**II.B. FACILITIES, PLANNING, AND OPERATIONS****II.B.1. Public Hearing to Receive Community Input on the Request to Name or Dedicate a Facility at Chino HS after Mark Hargrove**

At the request of the Hargrove family, this item was pulled from the agenda.

**II.C. HUMAN RESOURCES****II.C.1. Public Notice and Hearing Regarding the District's Initial Bargaining Proposal to the Associated Chino Teachers for a Successor Collective Bargaining Agreement Effective July 1, 2022**

President Schaffer opened the public hearing regarding the District's initial bargaining proposal to the Associated Chino Teachers for a successor Collective Bargaining Agreement effective July 1, 2022, at 8:55 p.m. There were no speakers, and the public hearing was closed at 8:56 p.m.

**II.C.2. Public Notice and Hearing Regarding the California School Employees Association and its Chino Chapter 102, Initial Bargaining Proposal to the Chino Valley Unified School District for a Reopener Collective Bargaining Agreement Effective July 1, 2021**

President Schaffer opened the public hearing regarding the California School Employees Association and its Chino Chapter 102, Initial Bargaining Proposal to the Chino Valley Unified School District for a reopener Collective Bargaining Agreement effective July 1, 2021, at 8:56 p.m. There were no speakers, and the public hearing was closed at 8:56 p.m.

**II.C.3. Compensation Increase for Substitute Services Provided for Certificated Employees**

Moved (Na) seconded (Gagnier) carried unanimously (5-0) to approve a compensation increase for substitute services provided for certificated employees. Student representative voted yes.

<b>III. CONSENT</b>
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Moved (Na) seconded (Gagnier) carried unanimously (5-0) to approve the consent items. Student representative voted yes.

**III.A. ADMINISTRATION**

**III.A.1. Minutes of the October 28, 2021 Special Meeting, and November 4, 2021 Regular Meeting**

Approved the minutes of the October 28, 2021 special meeting, and November 4, 2021 regular meeting.

**III.A.2. Establishment of Date and Time for Annual Organizational Meeting**

Established December 16, 2021, at 6:00 p.m. as the annual organizational meeting of the Chino Valley Unified School District Board of Education.

**III.B. BUSINESS SERVICES**

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

Approved/ratified the warrant register.

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

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

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

Approved/ratified the fundraising activities.



**III.B.4. Donations**

Accepted the donations.

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

Approved payment for legal services to the law offices of Atkinson, Andelson, Loya, Ruud & Romo; and Margaret A. Chidester & Associates.

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

**III.C.1. Student Expulsion Case 21/22-05**

Approved student expulsion case 21/22-05.

**III.C.2. Articulation Agreement Between Mt. San Antonio College and Chino Valley Unified School District**

Approved the Articulation Agreement between Mt. San Antonio College and Chino Valley Unified School District.

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

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

Approved/ratified the purchase order register.

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

Approved/ratified the Agreements for Contractor/Consultant Services.

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

Declared the District property surplus/obsolete and authorized staff to sell/dispose of said property.

**III.D.4. Resolution 2021/2022-38, 2021/2022-39, 2021/2022-40, 2021/2022-41, 2021/2022-42 2021/2022-43, 2021/2022-44, 2021/2022-45, 2021/2022-46, 2021/2022-47, and 2021/2022-48, Authorization to Utilize Piggyback Contracts**

Adopted Resolution 2021/2022-38, 2021/2022-39, 2021/2022-40, 2021/2022-41, 2021/2022-42 2021/2022-43, 2021/2022-44, 2021/2022-45, 2021/2022-46, 2021/2022-47, and 2021/2022-48, Authorization to Utilize Piggyback Contracts.

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

Approved the Notice of Completion for CUPCCAA Project.

**III.D.6. Change Order 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 Change Order 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.7. Change Order and Notice of Completion for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 11-01)**

Approved the Change Order and Notice of Completion for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 11-01).

**III.D.8. Notice of Completion for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 02-01)**

Approved the Notice of Completion for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 02-01).

**III.D.9. Notice of Completion for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 05-01)**

Approved the Notice of Completion for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 05-01).

**III.E. HUMAN RESOURCES**

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

Approved/ratified the certificated/classified personnel items.

**III.E.2. Revision to the Job Description for Coordinator, Child Development**

Approved the revision to the job description for Coordinator, Child Development.

**III.E.3. Student Teaching Agreement with Pepperdine University**

Approved the student teaching agreement with Pepperdine University.

**III.E.4. Student Teaching Agreement with the College of Saint Scholastica**

Approved the student teaching agreement with the College of Saint Scholastica.

<b>IV. INFORMATION</b>
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**IV.A. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT**

**IV.A.1. San Bernardino County Superintendent of Schools Williams Findings Decile 1-3 Schools First Quarterly Report 2021/2022**

Received for information the San Bernardino County Superintendent of Schools Williams Findings Decile 1-3 Schools First Quarterly Report 2021/2022.

**IV.A.2. New Course: Artificial Intelligence in Medicine Honors**

Received for information the new course Artificial Intelligence in Medicine Honors.

**IV.A.3. New Course: Introduction to Artificial Intelligence Honors**

Received for information the new course Introduction to Artificial Intelligence Honors.

**IV.A.4. New Course: Introduction to Python Coding**

Received for information the new course Introduction to Python Coding.

**IV.B. FACILITIES, PLANNING, AND OPERATIONS**

**IV.B.1. Cash Management Program**

Received for information the report on the cash management program.

**IV.B.2. Revision of Board Policy 3430 Business and Noninstructional Operations—District Investments**

Received for information the revision of Board Policy 3430 Business and Noninstructional Operations—District Investments.

**V. DISCUSSION**

**V.A. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT**

**V.A.1. 2022/2023 School Start Times**

Dr. Grace Park, Associate Superintendent, CIIS, provided an overview of the 2022/2023 School Start Times. There was no discussion.

**V.A.2. Educator Effectiveness Block Grant**

There was no discussion regarding the Educator Effectiveness Block Grant.

Public comments on non-agenda items continued: Valerie Walshe, Kristi Hays, and Cindy Foisy regarding vaccine mandates; and, Lance Asbra regarding COVID and hope.

**VI. COMMUNICATIONS**

**BOARD MEMBERS AND SUPERINTENDENT**

Andrew Cruz thanked everyone for attending the Board meeting, past meetings, and encouraged the community to continue to attend; presented a PowerPoint regarding the influence of media; spoke about injecting a drug (vaccine) that has no disclosures regarding its effects; spoke about his belief regarding being misled by the government, CDC, and media regarding the vaccine; and encouraged the community to join him in redirecting education to learning, safety, discovery, and opportunity.

James Na acknowledged students who participated in the meeting; said that there are approximately 400-500 staff members worried about losing their jobs, and asked Dr. Enfield to look into waivers to protect jobs; acknowledged the recent Veterans' Day holiday; spoke about safe locker room/shower facilities; spoke about mandated rules and laws contradicting common sense and belief systems; said he will never give up helping teachers and staff members having medical conditions who should be exempt from the mandates.

Don Bridge congratulated the Chino HS football team for their continued success in the CIF playoffs, and wished them good luck for their next game against Valencia HS; congratulated Chino Hills HS girls' volleyball team for reaching the final CIF southern section playoffs; and wished everyone a happy Thanksgiving.

Christina Gagnier spoke about Board meetings getting out of control in terms of decorum; said topics that are being brought before the Board are intentionally divisive; spoke about criticisms being levied on some Board members, and said they need to be held accountable; explained why she agreed to hear public comments on non-agenda items at the end of the agenda; and asked for commitment to making meetings more positive.

Superintendent Enfield wished everyone a safe and happy Thanksgiving.

President Schaffer thanked students who attended the meeting; and extended a public apology to the Hargrove family for not being able to hold the public hearing to honor Mr. Hargrove.

<b>VII. ADJOURNMENT</b>
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President Schaffer adjourned the regular meeting of the Board of Education at 9:42 p.m.

\_\_\_\_\_  
President

\_\_\_\_\_  
Clerk



**CALIFORNIA DEPARTMENT  
OF EDUCATION**

**TONY THURMOND**  
STATE SUPERINTENDENT OF  
PUBLIC INSTRUCTION

1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • WWW.CDE.CA.GOV

November 17, 2021

Dr. Norm Enfield, Superintendent, [norm\\_enfield@chino.k12.ca.us](mailto:norm_enfield@chino.k12.ca.us)

Dear Superintendent Enfield and Chino Valley Board Members:

It has come to our attention that the Chino Valley Unified School District governing board has a resolution planned for its meeting on November 18, 2021, that would restrict the use of facilities, including bathrooms, to students based on their biological gender. This resolution would be contrary to the express provisions of the School Success and Opportunity Act 2014 (Assembly Bill [AB] 1266) codified at *Education Code* Section 221.5. Specifically, *Education Code* Section 221.5(f) states, emphasis added:

**"A pupil shall be permitted to participate in sex-segregated school programs and activities, including athletic teams and competitions, and use facilities consistent with his or her gender identity, irrespective of the gender listed on the pupil's records."**

AB 1266 provides important protections to some of our most vulnerable students. The CDE has issued guidance and FAQs on the subject, which can be found on the CDE Legal Advisory web page at <https://www.cde.ca.gov/re/di/eo/legaladvisory.asp> and the CDE Equal Opportunity and Access Frequently Asked Questions web page at <https://www.cde.ca.gov/re/di/eo/faqs.asp>.

In particular, FAQ 9 addresses a school's provision of appropriate facilities for students. A school may maintain separate restroom and locker room facilities for male and female students. However, students shall have access to the restroom and locker room that corresponds to their gender identity asserted at school. A school may provide alternative facilities for privacy or safety concerns, but purely as a matter of personal choice not compulsion, and only in a way that keeps the student's gender identity confidential and does not cause others to question why the student is being treated differently.

We hope that this has provided you with useful information in advance of your meeting.

Sincerely,

A handwritten signature in blue ink that reads "Tony Thurmond".

Tony Thurmond  
State Superintendent of Public Instruction

TT:ah



300 SOUTH SPRING STREET, SUITE 1702  
LOS ANGELES, CA 90013

Public: (213) 269-6000  
Telephone: (213) 269-6410  
Email: Damon.Brown@doj.ca.gov

November 18, 2021

Dr. Norm Enfield, Superintendent  
CHINO VALLEY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION  
5130 Riverside Drive  
Chino, CA 91710

RE: Proposed Revision to Administrative Regulation 5145.3

Dear Superintendent Enfield and Members of the Chino Valley School Board:

Our office was recently made aware that the Chino Valley Unified School District Board of Education will consider a resolution, at its regular meeting on November 18, 2021, to revise Administrative Regulation 5145.3 (Students-Nondiscrimination/Harassment of Students) such that students' access to facilities and sex-segregated programs and activities will be determined by their biological gender identity. The proposed revisions to this regulation, if adopted, would appear to place the District in violation of state law. Moreover, the District's development and consideration of the proposal alone is of significant concern to Attorney General Bonta and the Bureau of Children's Justice in the California Department of Justice, which is actively engaged in education equity enforcement.

The Attorney General has a substantial interest in ensuring California schools are free from discrimination and harassment on the basis of protected characteristics—including gender identity—and will take such action as necessary to vigorously protect these rights, including, but not limited to, the initiation of litigation to protect students from gender-identity discrimination.

Sincerely,

//s// DAMON BROWN  
Special Assistant Attorney General

For ROB BONTA  
Attorney General

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** December 16, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Sandra H. Chen, Associate Superintendent, Business Services  
Liz Pensick, Director, Fiscal Services  
**SUBJECT: WARRANT REGISTER**

=====

**BACKGROUND**

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

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

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

\$12,265,162.09 to all District funding sources.

NE:SHC:LP:if

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** December 16, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Sandra H. Chen, Associate Superintendent, Business Services  
Liz Pensick, Director, Fiscal Services  
**SUBJECT: 2021/2022 APPLICATIONS TO OPERATE FUNDRAISING  
ACTIVITIES AND OTHER ACTIVITIES FOR THE BENEFIT OF  
STUDENTS**

=====

**BACKGROUND**

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

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

None.

NE:SHC:LP:if



**CHINO VALLEY UNIFIED SCHOOL DISTRICT  
December 16, 2021**

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

**School**

**Organization**

Oak Ridge ES

PTA

Ayala HS

Track & Field Boosters

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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Humility • Civility • Service

**DATE:** December 16, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Sandra H. Chen, Associate Superintendent, Business Services  
Liz Pensick, Director, Fiscal Services  
**SUBJECT: FUNDRAISING ACTIVITIES**

=====

**BACKGROUND**

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

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

None.

NE:SHC:LP:lf

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**December 16, 2021**

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<b><u>Cortez ES</u></b>		
PFA	Frozen Cookie Dough	1/10/22 - 1/24/22
<b><u>Dickey ES</u></b>		
PTO	After School Concessions	1/4/22 - 5/26/22
<b><u>Hidden Trails ES</u></b>		
PTA	Panda Express	1/12/22
PTA	In-N-Out Meals	1/30/22 - 2/16/22
PTA	See's Candy	3/1/22 - 3/31/22
PTA	Angel's Baseball Tickets	4/1/22 - 4/28/22
<b><u>Liberty ES</u></b>		
PTO	Spirit Wear	12/17/21 - 5/26/22
<b><u>Marshall ES</u></b>		
PTO	Monthly Dine Outs	1/4/22 - 6/1/22
PTO	Scholastic Book Fair	1/31/22 - 2/4/22
<b><u>Rolling Ridge ES</u></b>		
PTA	Red Robin Dine Out	1/25/22
PTA	Arbys' Dine Out	2/23/22
<b><u>Cal Aero K-8</u></b>		
ASB - General	Concession Sales	12/17/21 - 5/20/22
<b><u>Canyon Hills JHS</u></b>		
ASB - General	Winter Grams	1/10/22 - 1/14/22
ASB - General	Chipotle Dine Out	1/11/22
PTSA	Barnes & Nobel Book Fair	2/5/22
<b><u>Ramona JHS</u></b>		
ASB - General	Halloween Grams	10/20/21 - 10/28/21

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**December 16, 2021**

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<b><u>Ayala HS</u></b>		
Boys' Water Polo	Bulldog's Aquatic Clinic	1/1/22 - 5/30/22
ASB - Wrestling	Boys' Duals	1/8/22
Girls' Water Polo Boosters	Applebee's Flapjack Breakfast	1/8/22
ASB - Girls' Water Polo	JV Water Polo Tournament	1/13/22 - 1/15/22
Girls' Golf Boosters	Classic Golf Tournament	1/17/22
Girls' Water Polo Boosters	Chipotle Dine Out	1/25/22
Girls' Water Polo Boosters	Yogurtland	2/2/22
ASB - Wrestling	Girls' Tournament	2/11/22 - 2/12/22
ASB - Wrestling	CIF	2/11/22 - 2/12/22
<b><u>Chino HS</u></b>		
ASB - Baseball	Preseason Baseball Tournament	2/14/22 - 2/26/22
<b><u>Chino Hills HS</u></b>		
ASB - Girls' Soccer	Cookie Dough Sales	12/17/21 - 1/17/22
ASB - Girls' Soccer	Snap! Raise	12/17/21 - 1/17/22
General Boosters	Youth Baseball Clinic	1/8/22
ASB - Boys' Soccer	Think n Local	1/14/22 - 1/30/22
Dance Boosters	Preview Show	1/23/22
Dance Boosters	Dancing with the Staff	2/25/22
<b><u>Don Lugo HS</u></b>		
Performing Arts Boosters	World's Finest Chocolates	1/10/22 - 1/28/22

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** December 16, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Sandra H. Chen, Associate Superintendent, Business Services  
Liz Pensick, Director, Fiscal Services  
**SUBJECT: DONATIONS**

=====

**BACKGROUND**

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

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

**RECOMMENDATION**

It is recommended the Board of Education accept the donations.

**FISCAL IMPACT**

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

NE:SHC:LP:if

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**December 16, 2021**

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<b><u>HOPE Program/Care Closet</u></b>		
City of Chino Hills, Clerk's Department and Vice Mayor Marquez	Various Gift Cards	\$350.00
<b><u>Eagle Canyon ES</u></b>		
EUF Corporation	Hand Sanitizer	\$3,150.00
<b><u>Canyon Hills JHS</u></b>		
Angela Lin & Joey Mo	Cash	\$200.00
Aristotle & Charlotte Bondoc	Cash	\$200.00
Bei Zhang	Cash	\$200.00
Billy & Mary Yim	Cash	\$200.00
Duc Duy Luu	Cash	\$200.00
Keng Chung Cheng & Hsuan-Hua Liu	Cash	\$200.00
Richard Jen-Hsiu Chuang	Cash	\$200.00
Rodrigo & Sylvia Rivas	Cash	\$200.00
Welford Wong & Tina Lee-Wong	Cash	\$200.00
Thin Metal Sales, Inc.	Cash	\$250.00
Anthony & Ivy Banowetz	Cash	\$400.00
<b><u>Don Lugo HS</u></b>		
Kelli Cooper	Cash	\$425.00
Jesus Munoz Construction	Cash	\$625.00

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

**DATE:** December 16, 2021

**TO:** Members, Board of Education

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

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

**SUBJECT: LEGAL SERVICES**

=====

**BACKGROUND**

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

FIRM	MONTHS	INVOICE AMOUNTS	2020/2021 YEAR-TO-DATE
Atkinson, Andelson, Loya, Ruud & Romo	October	\$11,461.31	\$ 53,715.31
Margaret A. Chidester & Associates	October	\$25,149.95	\$ 59,801.90
Tao Rossini, APC	October	\$ 2,877.89	\$ 38,850.70
Fagen, Friedman & Fulfro	-	-	-
	<b>Total</b>	\$39,489.15	\$152,367.91

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; Margaret A. Chidester & Associates; and Tao Rossini, APC.

**FISCAL IMPACT**

\$39,489.15 to the General Fund.

NE:SHC:LP:lf

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** December 16, 2021

**TO:** Members, Board of Education

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

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

**SUBJECT: STUDENT EXPULSION CASE 21/22-07**

=====

**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 21/22-07.

**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:** December 16, 2021

**TO:** Members, Board of Education

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

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

**SUBJECT: STUDENT READMISSION CASE 19/20-11**

=====

**BACKGROUND**

Administrative Regulation 5144.1 Students – Suspension and Expulsion/Due Process Readmission after Expulsion state:

- The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference, the student’s rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met.
- School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.
- The Superintendent or designee shall transmit their recommendation regarding readmission to the Board. The Board shall consider this recommendation, in closed session, if information disclosed would be in violation of Education Code 49073-49079. If a written request for open session is received from the parent/guardian or adult student, it shall be honored.

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

**RECOMMENDATION**

It is recommended the Board of Education approve student readmission case 19/20-11.

**FISCAL IMPACT**

None.

NF:LF:SJ:ss

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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Humility • Civility • Service

**DATE:** December 16, 2021

**TO:** Members, Board of Education

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

**PREPARED BY:** Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support

**SUBJECT: SCHOOL-SPONSORED TRIPS**

=====

**BACKGROUND**

The Board of Education recognizes that school-sponsored trips are an important component of a student’s development and supplement and enrich the classroom learning experience. School-sponsored trips may be conducted in connection with the District’s course of study or school related social, educational, cultural, athletic, school band activities, or other extracurricular or cocurricular activities. Resources will be identified and established at the school site to assist economically disadvantaged students in obtaining funding for field trips and, in some cases, student travel. School sponsored trips that require overnight stay or are in excess of 250 miles (one way) require board approval.

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

**RECOMMENDATION**

It is recommended the Board of Education approve/ratify the following school-sponsored trips for:

<b>School-Sponsored Trips</b>	<b>Date</b>	<b>Fiscal Impact</b>
Site: Ayala HS Event: Choir Tour Place: New Orleans, LA Chaperone: 44 students/8 chaperones	March 24-28, 2022	Cost: \$1700.00 per student Funding Source: Fundraising
Site: Chino Hills HS Event: CIF – Cross Country State Championship Place: Fresno, CA Chaperone: 10 students/4 chaperones	November 26-27, 2021	Cost: \$255 per student Funding Source: Athletics
Site: Chino Hills HS Event: WGI Guard Championship Place: Dayton, OH Chaperone: 24 students/4 chaperones	April 6-10, 2022	Cost: \$1600.00 per student Funding Source: Parents and fundraising

**FISCAL IMPACT**

None.

NE:LF:gks

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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Humility • Civility • Service

**DATE:** December 16, 2021

**TO:** Members, Board of Education

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

**PREPARED BY:** Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support  
Stacy Ayers-Escarcega, Ed.D., Director, Access and Equity

**SUBJECT: 2021/2022 SINGLE PLAN FOR STUDENT ACHIEVEMENT**

=====

**BACKGROUND**

The California Department of Education requires every public school receiving federal funds to annually develop a Single Plan for Student Achievement (SPSA). The plan describes goals and objectives based on each school site’s assessment data and describes how funds will be spent to support the goals identified.

The School Site Council and the Board of Education must approve the SPSA annually. A SPSA for each school is submitted at this time based on the federal funds program budgets for fiscal year 2021/2022. The SPSA for each school site is provided under separate cover.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the 2021/2022 Single Plan for Student Achievement.

**FISCAL IMPACT**

None.

NE:LF:SA:gks

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** December 16, 2021

**TO:** Members, Board of Education

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

**PREPARED BY:** Grace Park, Ed.D., Associate Superintendent, Curriculum, Instruction, Innovation, and Support  
Preston R. Carr, Ed.D., Director, Alternative Education  
Anne Ingulsrud, Director, Special Education

**SUBJECT: 2022 SUPPLEMENTAL SUMMER INSTRUCTION PROGRAM  
AND SPECIAL EDUCATION EXTENDED SCHOOL YEAR**

=====

**BACKGROUND**

The Board of Education recognizes that summer school provides valuable opportunities for students to improve their skills and make academic progress. The District’s summer school program may be used to provide supplemental instruction for students failing to meet academic requirements in accordance with the law, board policy, and administrative regulation.

**Supplemental Summer Instruction Program**

<b>High School</b> <i>*Priority to seniors</i>	June 6 – June 22, 2022 June 24 – July 12, 2022	Monday – Friday	7:30 a.m. – 11:45 a.m.
<b>Continuation High School</b>	June 6 – June 22, 2022 June 24 – July 12, 2022	Monday – Friday	7:30 a.m. – 11:45 a.m.

**Special Education Extended School Year**

<b>Elementary</b>	June 2 – June 30, 2022	Monday – Friday	8:00 a.m. – 12:15 p.m.
<b>Junior High</b>	June 2 – June 30, 2022	Monday – Friday	Period 1, 7:30 a.m. – 9:30 a.m. Period 2, 9:45 a.m. – 11:45 a.m.
<b>High School</b>	June 6 – July 12, 2022	Monday – Friday	Period 1, 7:30 a.m. – 9:30 a.m. Period 2, 9:45 a.m. – 11:45 a.m.

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

## **RECOMMENDATION**

It is recommended the Board of Education approve the 2022 Supplemental Summer Instruction Program and Special Education Extended School Year.

## **FISCAL IMPACT**

Supplemental Summer Instruction Program and Special Education Extended School Year are funded by the State.

NE:GP:PRC:Al:eb

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** December 16, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**SUBJECT: EDUCATOR EFFECTIVENESS BLOCK GRANT**

=====

**BACKGROUND**

Assembly Bill (AB) 130 and AB 167 include funds for the Educator Effectiveness Block Grant afforded to county offices of education, school districts, and charter schools based on 2020/2021 full-time equivalent for certificated and classified staff. Educator Effectiveness Funds (EEF) are intended to support professional learning for teachers, administrators, classified staff, and paraprofessionals who work with pupils to promote educator equity, quality, and effectiveness.

As a condition of apportionment, the District is required to:

- On or before December 30, 2021, develop and adopt a plan delineating how the EEF will be spent. The plan must be explained in a public meeting to the Board of Education before its adoption in a subsequent public meeting.
- Submit an annual data and expenditure report to the California Department of Education (CDE) on or before September 30 of each year. In addition, a final data and expenditure report is also required to be submitted to the CDE by September 30, 2026.

Availability of funds begins with the 2021/2022 academic year and extends through the 2025/2026 academic year. Funding apportioned for Educator Effectiveness is subject to the annual audits required by Section 41020 of the *Education Code*.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Educator Effectiveness Block Grant.

**FISCAL IMPACT**

\$5,440,837.00 from Restricted Funds.

NE:gks

**EDUCATOR EFFECTIVENESS BLOCK GRANT (EEBG) 2021  
Chino Valley Unified School District**

LEA Name:	Contact Name:	Email Address:	Phone Number:
<b>Chino Valley Unified School District</b>	Dr. Stacy Ayers, Director of Access and Equity	Stacy_ayerscarcega@chino.k12.ca.us	909-628-1201 ext. 1330

Total amount of Educator Effectiveness funds received by the LEA:	Date of Public Meeting prior to adoption:	Date of adoption at public meeting:
<b>\$5,440,837.00</b>	November 18, 2021	December 16, 2021

Educator Effectiveness Block Grant (EEBG) is one-time funding provided to county offices of education, school districts, charter schools, and state special schools to provide professional learning for teachers, administrators, paraprofessionals, and classified staff in order to promote educator equity, quality, and effectiveness. LEAs and State Special Schools that receive funding pursuant to California Education Code (EC) Section 41480(a) are required to develop and adopt a plan, by December 30, 2021, that delineates the expenditure of funds apportioned including the professional development of teachers, administrators, paraprofessionals and classified staff. The plan shall be presented in a public meeting of the governing board before its adoption in a subsequent meeting. Funds shall be used to support professional learning for certificated teachers, administrators, paraprofessional educators, and certification staff with a focus on any of the ten areas included in EC 41480(b). Funds are subject to annual audit.

**Describe how the LEA is coordinating Title II funds with the expenditure of Educator Effectiveness Block Grant funds to support teachers and administrators.**

Professional development (PD) focuses on CVUSD's Areas of Emphasis (AOEs), and professional development is determined by the Teaching and Learning Task Force. Through the Title II Federal Addendum, the District has allocated money for the school sites to support Professional Learning Communities (PLCs) through the cost of substitutes and extra hours for teachers. Professional learning opportunities through Title II are varied in delivery: district-wide days during school hours, after-school workshops, and site based professional development offerings. Implementation for learning will be supported through site-based professional development from site administrators and coaching opportunities from Instructional Coaches. The EEBG funding will expand the Title II money to now include additional days for PDs/ PLCs to continue to support the AOE's. Likewise, the school sites identify the needs for professional development for classified, certificated, and administrative staff through various professional growth opportunities that will lead to improved outcomes for students.

**Describe how the LEA allowed school site and content staff to identify the topic or topics of professional learning.**

The use of professional development funds was prioritized based on student achievement data as well as quantitative and qualitative data resulting from district surveys, administrative walk-throughs, and collaborative learning rounds. Input was sought from the District's Teaching and Learning Task Force whose role is to establish and prioritize the District's Areas of emphasis and professional development. The Teaching and Learning (T&L) Task Force convened on October 8, 2021. The team reviewed Areas of Emphasis (AOEs) for 2021/2022 and confirmed AOEs for the 2022/2023 school years, analyzed English Language Arts and Math Essential Standards Assessment (ESA) results and determined professional development implications for the 2022/2023 school year.

For the 2021/2022 and 2022/2023 school years, the T&L Task Force agreed to continue the focus on the following District Areas of Emphasis:

- Professional Learning Communities
- Student Engagement through Collaborative Communication

The Task Force is a broad representation of teachers, A.C.T. representatives, and administrators looking for clarity in expectations of teachers, site administrators, and District administrators. The intent of the Task Force is to develop a common language and purpose across our District to provide direction, priorities, and a unified vision. By focusing on a



few priorities together, we will continue to enhance and refine the instructional programs for our students. This plan focuses on prioritizing PD for all groups: certificated, classified, and administration.

On Wednesday, November 3, consultation began with CSEA. On Thursday, November 4, consultation began with ACT. ACT and CSEA gave initial input to this plan on behalf of their constituents. Consultations are ongoing to receive additional input.

On November 18, 2021, this plan was placed on the Board Agenda so that the community had the opportunity to give input prior to the approval at the December 16, 2021 Board Meeting. This plan was revised after the first Board meeting based on stakeholder input.

Allowable Use #	Connected to LCAP Goal 1, Action 7, Professional Development: Support staff's pedagogical needs to increase student achievement	Planned Activities:	Total Budgeted per Activity
2	Teacher participation in <b>Professional Development</b> to support site and district level PD (e.g., Summer Professional Learning Communities).		\$4,587,671
1	Coaching and mentoring through administrator induction, including, but not limited to, <b>Tier II Administrative Clearance Support for Administrators</b> . This action will provide the coaching and mentoring solutions needed for new administrators which will offer structured feedback and coaching systems.		\$99,742
3	<b>Classified staff</b> will participate in <b>professional development</b> that focuses on practices and strategies that reengage pupils and lead to accelerated learning.		\$341,649
1, 5	Coordinating and improving District-wide practices to promote positive school culture		\$411,775
<b>Total Budgeted Educator Effectiveness Expenditures</b>			<b>\$5,440,837.00</b>

[EC 41480 \(a\)\(2\)](#) A school district, county office of education, charter school, or state special school may expend the funds received pursuant to this subdivision from the 2021–22 fiscal year to the 2025–26 fiscal year, inclusive. School districts,

county offices of education, charter schools, and state special schools **shall coordinate the use of any federal funds received under Title II of the federal Every Student Succeeds Act of 2015 (Public Law 114-95) to support teachers and administrators with the expenditure of funds received pursuant to this subdivision.**

(b) A school district, county office of education, charter school, or state special school shall expend funds apportioned pursuant to this section to provide professional learning for **teachers, administrators, paraprofessionals who work with pupils, and classified staff that interact with pupils**, with a focus on any of the following areas:

- (1) **Coaching and mentoring of staff serving in an instructional setting and beginning teacher or administrator induction, including, but not limited to, coaching and mentoring solutions that address a local need for teachers that can serve all pupil populations with a focus on retaining teachers, and offering structured feedback and coaching systems organized around social-emotional learning, including, but not limited to, promoting teacher self-awareness, self-management, social awareness, relationships, and responsible decision-making skills, improving teacher attitudes and beliefs about one's self and others, and supporting learning communities for educators to engage in a meaningful classroom teaching experience.**
- (2) **Programs that lead to effective, standards-aligned instruction and improve instruction in literacy across all subject areas, including English language arts, history-social science, science, technology, engineering, mathematics, and computer science.**
- (3) **Practices and strategies that reengage pupils and lead to accelerated learning.**
- (4) **Strategies to implement social-emotional learning, trauma-informed practices, suicide prevention, access to mental health services, and other approaches that improve pupil well-being.**
- (5) **Practices to create a positive school climate, including, but not limited to, restorative justice, training around implicit bias, providing positive behavioral supports, multitiered systems of support, transforming a school's culture to one that values diverse cultural and ethnic backgrounds, and preventing discrimination, harassment, bullying, and intimidation based on actual or perceived characteristics, including disability, gender, gender identity, gender expression, language, nationality, race or ethnicity, religion, or sexual orientation.**
- (6) **Strategies to improve inclusive practices, including, but not limited to, universal design for learning, best practices for early identification, and development of individualized education programs for individuals with exceptional needs.**
- (7) **Instruction and education to support implementing effective language acquisition programs for English learners, which may include integrated language development within and across content areas, and building and strengthening capacity to increase bilingual and biliterate proficiency.**

- (8) **New professional learning networks for educators not already engaged in an education-related professional learning network to support the requirements of subdivision (c).**
  - (9) **Instruction, education, and strategies to incorporate ethnic studies curricula adopted pursuant to Section 51226.7 into pupil instruction for grades 7 to 12, inclusive.**
  - (10) **Instruction, education, and strategies for certificated and classified educators in early childhood education, or childhood development.**
- (c) To ensure professional development meets educator and pupil needs, **local educational agencies are encouraged to allow schoolsite and content staff to identify the topic or topics of professional learning.** Professional learning provided pursuant to this section shall do both of the following:
- (1) Be content focused, incorporate active learning, support collaboration, use models of effective practice, provide coaching and expert support, offer feedback and reflection, and be of sustained duration.
  - (2) As applicable, be aligned to the academic content standards adopted pursuant to Sections 51226, 60605, 60605.1, 60605.2, 60605.3, 60605.4, 60605.8, and 60605.11, and the model curriculum adopted pursuant to Section 51226.7, as those sections read on June 30, 2020, and former Section 60605.85, as that section read on June 30, 2014.
  - (d) As a condition of receiving funds apportioned pursuant to this section, a school district, county office of education, charter school, or state special school shall do both of the following:
    - (1) On or before December 30, 2021, develop and adopt a plan delineating the expenditure of funds apportioned pursuant to this section, including the professional development of teachers, administrators, paraprofessionals, and classified staff. The plan shall be presented in a public meeting of the governing board of the school district, county board of education, or governing body of the charter school, before its adoption in a subsequent public meeting.**
    - (2) On or before September 30, 2026, report detailed expenditure information to the department, including, but not limited to, specific purchases made and the number of teachers, administrators, paraprofessional educators, or classified staff that received professional development. The department shall determine the format for this report.

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** December 16, 2021

**TO:** Members, Board of Education

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

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

**SUBJECT: PURCHASE ORDER REGISTER**

=====

**BACKGROUND**

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

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

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

\$5,429,583.49 to all District funding sources.

NE:GJS:AGH:pw

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** December 16, 2021

**TO:** Members, Board of Education

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

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

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

=====  
**BACKGROUND**

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

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

As indicated.

NE:GJS:AGH:pw

<b>CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPOT</b>	<b>FISCAL IMPACT</b>
<b>CIIS-2122-139 Care Solace.</b> To provide counseling referral for mental health treatment. Submitted by: Health Services Duration of Agreement: January 31, 2022 - June 30, 2022	Contract amount: \$39,000.00  Funding source: ESSER
<b>CIIS-2122-140 Vernier Software &amp; Technology, LLC.</b> To provide site license for high school science virtual lab courses. Submitted by: Secondary Curriculum Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$4,510.00  Funding source: LCAP
<b>CIIS-2122-141 Leverage Learning Group, Inc.</b> To provide online training, development, and instructional strategies in First Best Instruction. Submitted by: Secondary Curriculum Duration of Agreement: January 3, 2022 - June 30, 2022	Contract amount: \$45,000.00  Funding source: LCAP
<b>CIIS-2122-142 Taylor Publishing Company dba Balfour.</b> To provide yearbook design and printing. Submitted by: Chino HS Duration of Agreement: December 17, 2021 - June 30, 2022	Contract amount: \$24,750.00  Funding source: ASB/USB/PFA/PTA/Boosters
<b>CIIS-2122-143 Robb Holladay.</b> To provide virtual anti-bullying assemblies. Submitted by: Briggs K-8 Duration of Agreement: December 17, 2021 - November 24, 2022	Contract amount: \$1,575.00  Funding source: Title I

<b>MASTER CONTRACTS</b>	<b>FISCAL IMPACT</b>
<b>MC-2122-064 Aeries Software.</b> To provide master schedule and other Aeries training online. Submitted by: Buena Vista HS Duration of Agreement: October 29, 2021 - June 30, 2024	Contract amount: Per invoice  Funding source: Various
<b>MC-2122-065 Trent Liscomb dba Illuminating Software, LLC.</b> To provide online science fair and contest management software license. Submitted by: Elementary Curriculum Duration of Agreement: July 1, 2021 - June 30, 2024	Contract amount: Per invoice  Funding source: Various
<b>MC-2122-066 Curriculum Associates, LLC.</b> To provide online site license for iReady for intervention and support in ELA and math. Submitted by: Dickson ES Duration of Agreement: August 9, 2021 - June 30, 2024	Contract amount: Per invoice  Funding source: Various
<b>MC-2122-067 Listen Innovation, Inc. dba Listenwise.</b> To provide podcast license for ELA, science and social studies. Submitted by: Don Lugo HS Duration of Agreement: January 3, 2022 - June 30, 2024	Contract amount: Per invoice  Funding source: Various
<b>MC-2122-068 Good For You Vending, LLC dba Neighborhood Food Collective.</b> To provide service and supplies to vending machines in staff lounges at school sites. Submitted by: Purchasing Duration of Agreement: January 3, 2022 - January 1, 2025	Contract amount: None  Funding source: None

<b>MASTER CONTRACTS</b>	<b>FISCAL IMPACT</b>
<p><b>MC-2122-069 Idyllwild Pines Camp and Conference Center.</b>            To provide senior leadership retreat.            Submitted by: Don Lugo HS            Duration of Agreement: January 3, 2022 - June 30, 2025</p>	<p>Contract amount: Per rate sheet             Funding source:            ABS/USB/PFA/PTA/Boosters</p>
<p><b>MC-2122-070 BC Group Holdings, Inc. dba Alpha Card.</b>            To provide school identification cards for students.            Submitted by: Buena Vista HS            Duration of Agreement: January 4, 2022 - June 30, 2025</p>	<p>Contract amount: Per invoice             Funding source: Various</p>
<p><b>MC-2122-071 Orange County Department of Education.</b>            To provide Inside the Outdoors virtual program for students.            Submitted by: Purchasing            Duration of Agreement: December 17, 2021 - June 30, 2024</p>	<p>Contract amount: Per rate sheet             Funding source: Various</p>

<b>APPROVED CONTRACTS TO BE AMENDED</b>	<b>AMENDMENT</b>
<p><b>B-2122-001 Super Co-Op c/o San Mateo-Foster City School District.</b>            To provide annual renewal to the Super Co-op contract for USDA food and related services.            Submitted by: Nutrition Services            Duration of Agreement: May 20, 2021 - June 30, 2023            Original Agreement Board Approved: November 21, 2019</p>	<p>Contract amount: Per rate sheet             Contract extension through            June 30, 2023             Funding source: Nutrition Services</p>
<p><b>F-1617-005 HMC Architects.</b>            To provide architectural design services on various projects.            Submitted by: Facilities, Planning, and Operations            Duration of Agreement: April 21, 2017 - June 30, 2022            Original Agreement Board Approved: April 21, 2017</p>	<p>Contract amount: Per rate sheet             Extend contract through June 30, 2025             Funding source: Various</p>
<p><b>F-2021-050 Brandon Petrunio &amp; Associates, Inc.</b>            To provide additional architectural landscape services.            Submitted by: Maintenance and Operations            Duration of Agreement: December 1, 2020 - June 30, 2021            Original Agreement Board Approved: July 18, 2019</p>	<p>Contract amount: Increase from            \$81,715.00 to \$110,833.00 for additional            architectural landscape services.             Funding source: General Fund</p>

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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Humility • Civility • Service

**DATE:** December 16, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations  
**SUBJECT: SURPLUS/OBSOLETE PROPERTY**

=====

**BACKGROUND**

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

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

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

Increase to the General Fund from proceeds of sale.

NE:GJS:pw



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

December 16, 2021

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer	Dell	2249940530	Adult School
Computer	Dell	2249567282	Adult School
Computer	Dell	2252973170	Adult School
Computer	Dell	2293097330	Adult School
Computer	Dell	2251480178	Adult School
Computer	Dell	2251620146	Adult School
Computer	Dell	2251386866	Adult School
Computer	Dell	2257965362	Adult School
Computer	Dell	2256239090	Adult School
Computer	Dell	2290111346	Adult School
Computer	Dell	2253066482	Adult School
Computer	Dell	2258151986	Adult School
Computer	Dell	2249753906	Adult School
Computer	Dell	2256332402	Adult School
Computer	Dell	2291744306	Adult School
Computer	Dell	2263004210	Adult School
Computer	Dell	2291697650	Adult School
Computer	Dell	2259505010	Adult School
Computer	Dell	2252786546	Adult School
Computer	Dell	2291557682	Adult School
Computer	Dell	2256099122	Adult School
Computer	Dell	2262957554	Adult School
Computer	Dell	2256525714	Adult School
Computer	Dell	2257825394	Adult School
Computer	Dell	2291511026	Adult School
Computer	Dell	2290018034	Adult School
Computer	Dell	2252879858	Adult School
Computer	Dell	2259878258	Adult School
Computer	Dell	2291790962	Adult School
Computer	Dell	2247841010	Adult School
Computer	Dell	41726414054	Adult School
Computer	Dell	41724594470	Adult School
Computer	Dell	41724361190	Adult School
Computer	Dell	41725994150	Adult School
Computer	Dell	41724687782	Adult School
Computer	Dell	41725667558	Adult School
Computer	Dell	41726087462	Adult School
Computer	Dell	41726227430	Adult School

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer	Dell	41725807526	Adult School
Computer	Dell	41727440486	Adult School
Computer	Dell	41726274086	Adult School
Computer	Dell	41727347174	Adult School
Computer	Dell	41725760870	Adult School
Computer	Dell	41727533798	Adult School
Computer	Dell	41724734438	Adult School
Computer	Dell	41725854182	Adult School
Computer	Dell	41726134118	Adult School
Computer	Dell	41724454502	Adult School
Computer	Dell	41724407846	Adult School
Computer	Dell	41726554022	Adult School
Computer	Dell	41727487142	Adult School
Computer	Dell	41726320742	Adult School
Computer	Dell	41726507366	Adult School
Computer	Dell	41725947494	Adult School
Computer	Dell	41724641126	Adult School
Computer	Dell	41724827750	Adult School
Computer	Dell	41724547814	Adult School
Computer	Dell	41724874406	Adult School
Computer	Dell	41726367398	Adult School
Computer	Dell	41726040806	Adult School
Monitor	Dell	71623-015-5941	Adult School
Keyboard	Dell	CNODJ4547158155MOOWQ	Adult School
Keyboard	Dell	CN04G4817161659FOMZN	Adult School
Monitors (2)	Dell		Adult School
Computer	Dell	48745	Adult School
Computer	Dell	48746	Adult School
Computer	Dell	48747	Adult School
Computer	Dell	48748	Adult School
Computer	Dell	48749	Adult School
Computer	Dell	48750	Adult School
Computer	Dell	48751	Adult School
Computer	Dell	48752	Adult School
Computer	Dell	48753	Adult School
Computer	Dell	48754	Adult School
Computer	Dell	48755	Adult School
Computer	Dell	48756	Adult School
Computer	Dell	48757	Adult School
Computer	Dell	48758	Adult School
Computer	Dell	48759	Adult School
Computer	Dell	48760	Adult School

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer	Dell	48761	Adult School
Computer	Dell	48762	Adult School
Computer	Dell	48763	Adult School
Computer	Dell	48764	Adult School
Computer	Dell	48765	Adult School
Computer	Dell	48766	Adult School
Computer	Dell	48767	Adult School
Computer	Dell	48768	Adult School
Computer	Dell	48769	Adult School
Computer	Dell	48770	Adult School
Computer	Dell	48771	Adult School
Computer	Dell	48772	Adult School
Computer	Dell	48773	Adult School
Computer	Dell	48774	Adult School
Computer	Dell	48776	Adult School
Computer	Dell	48777	Adult School
Computer	Dell	48778	Adult School
Computer	Dell	48779	Adult School
Computer	Dell	48780	Adult School
Computer	Dell	48784	Adult School
Computer	Dell	51130	Adult School
Projector	Epson	JXUF790347L	Adult School
Computer	Tek Visions	45362	Nutrition Services
Computer	Tek Visions	44126	Nutrition Services
Computer	Tek Visions	43733	Nutrition Services
Computer	Tek Visions	43729	Nutrition Services
Computer	Tek Visions	44128	Nutrition Services
Laptop	Dell	35496	Nutrition Services
Laptop	Dell	35510	Nutrition Services
Monitor	Dell	1908Fpb	Nutrition Services
Computer	Tek Visions	43731	Nutrition Services
Computer	Tek Visions	45363	Nutrition Services
Computer	Tek Visions	44125	Nutrition Services
Computer	Tek Visions	43732	Nutrition Services
Computer	Tek Visions	44130	Nutrition Services
Sit and Stand			Secondary Curric.
Laptop	Dell	45690	Special Education
Laptop	Dell	55825	Special Education
Laptop	Dell	49966	Special Education
Document Camera	Epson	23361	Chaparral ES
Computer	Dell	47771	Townsend JHS
Computer	Dell	43660	Townsend JHS

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer	Dell	43157	Townsend JHS
Headphones (24)			Townsend JHS
Monitors (49)	Dell		Townsend JHS
Keyboards (58)	Dell		Townsend JHS
Keyboards (2)	Microsoft		Townsend JHS

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** December 16, 2021

**TO:** Members, Board of Education

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

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

**SUBJECT: RESOLUTIONS 2021/2022-49 AND 2021/2022-50 FOR AUTHORIZATION TO UTILIZE PIGGYBACK CONTRACTS**

=====

**BACKGROUND**

Public Contract Code (PCC) 20111 requires school district governing boards to competitively bid and award any contracts involving an expenditure of more than \$86,000.00 to the lowest responsible bidder.

Notwithstanding, PCC 20111, PCC 20118 and Administrative Regulation 3311 state that without advertising for bids and upon a determination that it is in the best interest of the District, the Board may authorize District staff by contract, lease, requisition, or purchase order of another public corporation or agency, to lease data-processing equipment, or to purchase materials, supplies, equipment, automotive vehicles, tractors and other personal property for the District in the manner that the other public corporation or agency is authorized to make the leases or purchases from a vendor (piggyback).

Alternatively, if there is an existing contract between a public corporation or agency and a vendor for the lease or purchase of personal property, the District may authorize the lease or purchase of personal property directly to the vendor under the same terms that are available to the public corporation or agency under the contract.

Staff requests approval of the following resolutions to provide authorization for the District to participate by piggyback in contracts as itemized below:

<b>Resolution</b>	<b>Contract</b>	<b>Contractor</b>	<b>Description</b>	<b>Term</b>
2021/2022-49	Placentia-Yorba Linda Unified School District Bid 221-08	Indoff, Inc.	Classroom and Office Furniture	7/28/2021-7/27/2024
2021/2022-50	California Multiple Award Schedule (CMAS) 3-20-70-2473AF	NIC Partners	Information Technology Goods and Services: Singlewire Paging System	8/21/2020-6/7/2022

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

**RECOMMENDATION**

It is recommended the Board of Education adopt Resolutions 2021/2022-49 and 2021/2022-50 for Authorization to Utilize Piggyback Contracts.

**FISCAL IMPACT**

Unknown.

NE:GJS:AGH:pw

**Chino Valley Unified School District  
Resolution 2021/2022-49  
Authorization to Utilize the Placentia-Yorba Linda Unified School District  
Bid 221-08 With Indoff, Inc.  
to Purchase Classroom and Office Furniture  
Through the Piggyback Contract**

**WHEREAS**, the Board of Education (Board) of the Chino Valley Unified School District (District) has determined that a true and very real need exists to procure classroom and office furniture for the District;

**WHEREAS**, Placentia-Yorba Linda Unified School District currently has a piggyback contract, Bid 221-08, in accordance with Public Contract Code 20118 with Indoff, Inc., that contains the materials, supplies, equipment and/or other personal property the District currently requires;

**WHEREAS**, the board of education of a school district, without advertising for bids if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order of any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases from a vendor;

**WHEREAS**, the board of education of a school district is required to make a determination that a purchase and/or lease through a public corporation or agency is in the best interests of the district to take advantage of this exception; and

**WHEREAS**, the Board has determined that it is in the best interest of the District to authorize the purchase of classroom and office furniture through the piggyback contract procured by the Placentia-Yorba Linda Unified School District Bid 221-08.

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

Section 1. Determination re: Recitals. All of the recitals set forth above are true and correct.

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of classroom and office furniture through the piggyback contract originally procured by the Placentia-Yorba Linda Unified School District Bid 221-08 is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of classroom and office furniture in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Placentia-Yorba Linda Unified School District Bid 221-08 .

Section 4. Other Actions. The Superintendent or his designee are each hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the purchase, sale, and lease, and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, and that any and all such prior actions by the District's Superintendent, or his designee, are hereby ratified by the Board.

Section 5. Effective Date. This resolution shall be effective as of July 28, 2021, for the term ending July 27, 2024.

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 16th day of December 2021 by the following vote:

Bridge	_____
Cruz	_____
Gagnier	_____
Na	_____
Schaffer	_____

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

---

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



**Chino Valley Unified School District  
Resolution 2021/2022-50  
Authorization to Utilize the California Multiple Award Schedule (CMAS)  
3-20-70-2473AF With NIC Partners  
to Purchase Information Technology Goods and Services: Singlewire Paging  
System  
Through the Piggyback Contract**

**WHEREAS**, the Board of Education (Board) of the Chino Valley Unified School District (District) has determined that a true and very real need exists to procure information technology goods and services: Singlewire paging system for the District;

**WHEREAS**, CMAS currently has a piggyback contract, 3-20-70-2473AF, in accordance with Public Contract Code 20118 with NIC Partners, that contains the materials, supplies, equipment and/or other personal property the District currently requires;

**WHEREAS**, the board of education of a school district, without advertising for bids if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order of any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases from a vendor;

**WHEREAS**, the board of education of a school district is required to make a determination that a purchase and/or lease through a public corporation or agency is in the best interests of the district to take advantage of this exception; and

**WHEREAS**, the Board has determined that it is in the best interest of the District to authorize the purchase of information technology goods and services: Singlewire paging system through the piggyback contract procured by the CMAS 3-20-70-2473AF.

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

Section 1. Determination re: Recitals. All of the recitals set forth above are true and correct.

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of information technology goods and services: Singlewire paging system for the District through the piggyback contract originally procured by the CMAS 3-20-70-2473AF is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of information technology goods and services: Singlewire paging system for the District in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the CMAS 3-20-70-2473AF.

Section 4. Other Actions. The Superintendent or his designee are each hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the purchase, sale, and lease, and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, and that any and all such prior actions by the District's Superintendent, or his designee, are hereby ratified by the Board.

Section 5. Effective Date. This resolution shall be effective as of August 21, 2020, for the term ending June 7, 2022.

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 16th day of December 2021 by the following vote:

Bridge	_____
Cruz	_____
Gagnier	_____
Na	_____
Schaffer	_____

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

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

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** December 16, 2021

**TO:** Members, Board of Education

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

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

**SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR CUPCCAA 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.

<b>CUPCCAA Project</b>	<b>Project Description</b>	<b>Contractor</b>	<b>Original Quotation</b>	<b>Change Order</b>	<b>Total</b>	<b>Funding Source</b>
CC2021-36	Alt. Ed. Center Installation of Front Entrance Gates	Angleo Construction	\$43,620.00	Time Extension	\$43,620.00	01
CC2021-41	District Office Security Fencing Installation	Valley Cities/Gonzales Fence Co.	\$24,800.00	Time Extension	\$24,800.00	01
CC2022-06	Buena Vista HS Cabling and Phone System Upgrade	Blue Violet Networks LLC	\$51,924.97	Time Extension	\$51,924.97	25
CC2022-12	District Wide HVAC Filter Replacement	Pacwest Air Filter, LLC	\$22,473.00	N/A	\$22,473.00	01
CC2022-15	Chino Hills HS Wrestling Room and Weight Room LED Lighting Upgrade	RDM Electric Co., Inc.	\$21,265.00	N/A	\$21,265.00	01
CC2022-20	Rolling Ridge ES Electrical Upgrade	RDM Electric Company, Inc.	\$23,945.00	N/A	\$23,945.00	01
CC2022-22	Ayala HS Library Tree Removal	Tree Pros Inc.	\$22,000.00	N/A	\$22,000.00	01

<b>CUPCCAA Project</b>	<b>Project Description</b>	<b>Contractor</b>	<b>Original Quotation</b>	<b>Change Order</b>	<b>Total</b>	<b>Funding Source</b>
CC2022-23	Buena Vista HS Expansion of Basketball Court	Premier Paving, Inc.	\$52,800.00	5,200.00	\$58,000.00	25

The change order for CC2021-36 results in no change to the construction cost and 54 additional days in contract time.

The change order for CC2021-41 results in no change to the construction cost and 34 additional days in contract time.

The change order for CC2022-06 results in no change to the construction cost and 31 additional days in contract time.

The change order for CC2022-23 results in a net increase of \$5,200.00 to the construction cost and no change in contract time.

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

Staff recommends approval of the Change Order and Notice of Completion for these projects.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order and Notice of Completion for CUPCCAA Projects.

**FISCAL IMPACT**

\$158,103.00 to General Fund 01.

\$109,924.97 to Capital Facilities Fund 25.

NE:GJS:pw



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

# CHANGE ORDER

Date: 11/4/2021 BID/ CUPCAA #: CC2021-36 Change Order #: 01  
Project Title: Alternative Education Center – Installation of Front Entrance Gates  
Owner: Chino Valley Unified School District DSA Application #: NA DSA File #: NA  
Architect: NA Contractor: Angelo Construction

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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: Time extension due to material shortage.  
Reason: Material shortage nationwide from manufacturer.  
Document Ref: NA  
Requested by: Chino Valley USD  
Change in Contract Sum: \$0.000  
Time Extension: 54 days

ITEM NO. 2: Description:  
Reason:  
Document Ref:  
Requested by:  
Change in Contract Sum:  
Time Extension:

ITEM NO. 3: Description:  
Reason:  
Document Ref:  
Requested by:  
Change in Contract Sum:  
Time Extension:

ITEM NO. 4: Description:  
Reason:  
Document Ref:  
Requested by:  
Change in Contract Sum:  
Time Extension:

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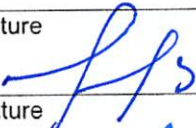
**CONTRACT SUMMARY**

The original contract amount was: \_\_\_\_\_ \$43,620.00  
Previously approved 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: \_\_\_\_\_ \$43,620.00

The original contract completion date: \_\_\_\_\_ 06/11/2021  
The contract time will be increased/decreased by days: \_\_\_\_\_ 54 days  
The date of completion as a result of this Change Order is: \_\_\_\_\_ 8/4/2021

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**APPROVED BY:**

John Angelo Contractor (Angelo Construction)	 Signature	11-6-21 Date
_____ DSA Inspector of Record (if applicable)	_____ Signature	_____ Date
_____ Architect / Engineer (if applicable)	_____ Signature	_____ Date
_____ Construction/Project Manager	_____ Signature	_____ Date
_____ Authorized Department Head (if applicable)	_____ Signature	_____ Date
_____ Director, Technology (if applicable)	_____ Signature	_____ Date
_____ CVUSD Project Manager	_____ Signature	_____ Date
Martin Silveira Director, Maintenance, Operations & Construction (if applicable)	 Signature	11/10/21 Date
_____ Director, Planning (if applicable)	_____ Signature	_____ Date
Greg Stachura Owner (Authorized Agent)	 Signature	11/15/21 Date



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

# CHANGE ORDER

Date: 11/4/2021 BID/ CUPCAA #: CC2021-41 Change Order #: 01  
Project Title: District Office Security Fencing Installation  
Owner: Chino Valley Unified School District DSA Application #: NA DSA File #: NA  
Architect: NA Contractor: Valley Cities/Gonzales Fence

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

ITEM NO. 1: Description: Time extension  
Reason: Rescheduling of installation due to COVID protocols and material shortage from manufacturers.  
Document Ref: NA  
Requested by: Chino Valley USD  
Change in Contract Sum: \$0.000  
Time Extension: 34 days

ITEM NO. 2: Description:  
Reason:  
Document Ref:  
Requested by:  
Change in Contract Sum:  
Time Extension:

ITEM NO. 3: Description:  
Reason:  
Document Ref:  
Requested by:  
Change in Contract Sum:  
Time Extension:

ITEM NO. 4: Description:  
Reason:  
Document Ref:  
Requested by:  
Change in Contract Sum:  
Time Extension:

11/8



**CONTRACT SUMMARY**

The original contract amount was: \$24,800.00  
Previously approved 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: \$24,800.00

The original contract completion date: 07/21/2021  
The contract time will be **increased**/decreased by days: 34 days  
The date of completion as a result of this Change Order is: 08/24/2021

**APPROVED BY:**

<u>Valley Cities Gonzales Fence, Inc.</u> Contractor (Valley Cities Fence)	 Signature	<u>11/5/2021</u> Date
_____ DSA Inspector of Record (if applicable)	_____ Signature	_____ Date
_____ Architect / Engineer (if applicable)	_____ Signature	_____ Date
_____ Construction/Project Manager	_____ Signature	_____ Date
_____ Authorized Department Head (if applicable)	_____ Signature	_____ Date
_____ Director, Technology (if applicable)	_____ Signature	_____ Date
_____ CVUSD Project Manager	_____ Signature	_____ Date
<u>Martin Silveira</u> Director, Maintenance, Operations & Construction (if applicable)	 Signature	<u>11/5/21</u> Date
_____ Director, Planning (if applicable)	_____ Signature	_____ Date
<u>Greg Stachura</u> Owner (Authorized Agent)	 Signature	<u>11/15/21</u> Date





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

## CHANGE ORDER

Date: 11/10/2021 BID/ CUPCAA #: CC2022-06 Change Order #: 01  
Project Title: Buena Vista High School Cabling and Phone System Upgrade  
Owner: Chino Valley Unified School District DSA Application #: NA DSA File #: NA  
Architect: NA Contractor: Blue Violet Networks LLC

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: Time extension due to material shortage.  
Reason: Material shortage nationwide from manufacturer.  
Document Ref: NA  
Requested by: Chino Valley USD  
Change in Contract Sum: \$0.000  
Time Extension: 31 days

ITEM NO. 2: Description:  
Reason:  
Document Ref:  
Requested by:  
Change in Contract Sum:  
Time Extension:

ITEM NO. 3: Description:  
Reason:  
Document Ref:  
Requested by:  
Change in Contract Sum:  
Time Extension:

ITEM NO. 4: Description:  
Reason:  
Document Ref:  
Requested by:  
Change in Contract Sum:  
Time Extension:

**CONTRACT SUMMARY**

The original contract amount was: \$51,924.97  
 Previously approved 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: \$51,924.97

The original contract completion date: 09/04/2021  
 The contract time will be **increased**/decreased by days: 31 days  
 The date of completion as a result of this Change Order is: 10/04/2021

**APPROVED BY:**

<u>John Paul CEO</u> Contractor (Blue Violet Networks LLC)	<u>[Signature]</u> Signature	<u>11/10/21</u> Date
_____ DSA Inspector of Record (if applicable)	_____ Signature	_____ Date
_____ Architect / Engineer (if applicable)	_____ Signature	_____ Date
_____ Construction/Project Manager	_____ Signature	_____ Date
_____ Authorized Department Head (if applicable)	_____ Signature	_____ Date
_____ Director, Technology (if applicable)	_____ Signature	_____ Date
<u>Carlos Camarena</u> CVUSD Project Manager	<u>[Signature]</u> Signature	<u>11/10/2021</u> Date
<u>Martin Silveira</u> Director, Maintenance, Operations & Construction (if applicable)	<u>[Signature]</u> Signature	<u>11/16/21</u> Date
_____ Director, Planning (if applicable)	_____ Signature	_____ Date
<u>Greg Stachura</u> Owner (Authorized Agent)	<u>[Signature]</u> Signature	<u>11/17/21</u> Date



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

# CHANGE ORDER

Date: 11/19/2021 BID/ CUPCAA #: CC2022-23 Change Order #: 001  
Project Title: Buena Vista HS Expansion of Basketball Court  
Owner: Chino Valley Unified School District DSA Application #: NA DSA File #: \_\_\_\_\_  
Architect: N/A Contractor: Premier Paving Inc.

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

ITEM NO. 1: Description: Reroute irrigation lateral lines and rotors  
Reason: Lateral line was under the proposed asphalt  
Document Ref: 24478  
Requested by: District  
Change in Contract Sum: 5,200.00  
Time Extension: 0 days

ITEM NO. 2: Description:  
Reason:  
Document Ref:  
Requested by:  
Change in Contract Sum:  
Time Extension:

ITEM NO. 3: Description:  
Reason:  
Document Ref:  
Requested by:  
Change in Contract Sum:  
Time Extension:

ITEM NO. 4: Description:  
Reason:  
Document Ref:  
Requested by:  
Change in Contract Sum:  
Time Extension:


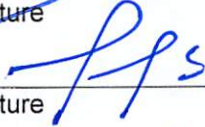



**CONTRACT SUMMARY**

The original contract amount was: \_\_\_\_\_ \$52,800.00  
Previously approved change order amount(s): \_\_\_\_\_ \$0  
The contract amount will be **increased/decreased** by this Change Order: \_\_\_\_\_ \$5,200.00  
The new contract amount including this change order will be: \_\_\_\_\_ \$58,000.00

The original contract completion date: \_\_\_\_\_ 1/30/2022  
The contract time will be increased/decreased by days: \_\_\_\_\_ 0 days  
The date of completion as a result of this Change Order is: \_\_\_\_\_ 1/30/2022

**APPROVED BY:**

Premier Paving Inc. Contractor	 Signature	11/19/2021 Date
N/A DSA Inspector of Record (if applicable)	Signature	Date
N/A Architect / Engineer (if applicable)	Signature	Date
N/A Construction/Project Manager	Signature	Date
N/A Authorized Department Head (if applicable)	Signature	Date
N/A Director, Technology (if applicable)	Signature	Date
Alex Rivera CVUSD Project Manager	 Signature	11-19-2021 Date
Martin Silveira Director, Maintenance, Operations & Construction (if applicable)	 Signature	11/19/21 Date
N/A Director, Planning (if applicable)	Signature	Date
Greg Stachura Owner (Authorized Agent)	 Signature	11/19/21 Date

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** December 16, 2021

**TO:** Members, Board of Education

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

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

**SUBJECT: CONTRACTOR TERMINATION - BID 20-21-09F, CHINO HS RECONSTRUCTION – OFFSITE IMPROVEMENTS (BID PACKAGE 1)**

=====

**BACKGROUND**

At the July 15, 2021 Board meeting, Moreno Valley Construction dba MVC Enterprises, Inc. (MVC) was awarded Bid 20-21-09F, Chino HS Reconstruction – Offsite Improvements (Bid Package 1) for \$1,670,000.00. Shortly after commencing work, MVC did not respond to any communications from the District and its management team; failed to provide workers for the project; failed to make payments to its subcontractors; demobilized from the site; and abandoned the project. This resulted in a notice of termination and default to MVC and its surety. Through on-going communication with MVC’s surety, Arch Insurance Company, the District anticipates it may be able to complete the project with minimal delays pursuant to a negotiated takeover and completion agreement with the surety that will be presented to the Board for approval at a future date.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the termination of the contract previously awarded to Moreno Valley Construction dba MVC Enterprises, Inc., for Bid 20-21-09F, Chino HS Reconstruction – Offsite Improvements (Bid Package 1) due to abandonment of the project.

**FISCAL IMPACT**

(\$1,670,000) to Building Fund 21.

NE:GJS:AGH

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** December 16, 2021

**TO:** Members, Board of Education

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

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

**SUBJECT: SUBCONTRACTOR SUBSTITUTION FOR BID 21-22-03F,  
BUTTERFIELD RANCH ES AND HIDDEN TRAILS ES –  
ALTERATIONS (BP 23-01) HVAC AND CONTROLS**

=====

**BACKGROUND**

On October 7, 2021, the Board of Education approved the award of Bid 21-22-03F, Butterfield Ranch ES and Hidden Trails ES – Alterations (BP 23-01) HVAC and Controls to RAN Enterprises, Inc. This contractor has requested a subcontractor substitution of Scot-Therm Insulation, Inc.

This substitution was requested because Scot-Therm Insulation, Inc. has refused to execute their subcontractor agreement. RAN Enterprises, Inc. will be using Preferred Insulation Contractors, Inc. to complete the insulation scope of work on the project at no additional cost to the District.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Subcontractor Substitution for Bid 21-22-03F, Butterfield Ranch ES and Hidden Trails ES – Alterations (BP 23-01) HVAC and Controls.

**FISCAL IMPACT**

None.

NE:GJS:AGH:pw

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**DATE:** December 16, 2021

**TO:** Members, Board of Education

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

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

**SUBJECT: BID 21-22-11F, AYALA HS AND CHINO HILLS HS GYM ROOFING PROJECT**

=====

**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 21-22-11F, Ayala HS and Chino Hills HS Gym Roofing Project was published in the Inland Valley Daily Bulletin on October 18, 2021, and October 25, 2021. Bids were submitted at 1:00 p.m. on November 10, 2021. The results are as follows:

AME Builders, Inc.	\$604,880.00
Bligh Roof Co. dba Bligh Pacific	\$611,517.00
San Marino Roof Co., Inc.	\$683,062.00
Best Contracting Services, Inc.	\$813,666.00
Danny Letner Inc. dba Letner Roofing Company	\$844,811.00
Bishop, Inc.	\$894,001.00
Commerical Roofing Systems, Inc.	\$1,294,268.00

The basic scope of work for this project includes providing and installing a complete thermoplastic single ply roof system to both sites.

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

**RECOMMENDATION**

It is recommended the Board of Education award Bid 21-22-11F, Ayala HS and Chino Hills HS Gym Roofing Project to AME Builders, Inc.

**FISCAL IMPACT**

\$604,880.00 to Fund 14 Deferred Maintenance.

NE:GJS:AGH:pw



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**DATE:** December 16, 2021

**TO:** Members, Board of Education

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

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

**SUBJECT: REQUEST FOR PROPOSALS NO. 21-22-05, HVAC ASSESSMENTS AND MAINTENANCE SERVICES**

=====

**BACKGROUND**

The Request for Proposals (RFP) process requires vendors to submit proposals within a framework created to fit the District's unique needs. The District is able to customize the services to be purchased on its specific needs, receive better responses, screen vendors more effectively, and ultimately receive a better product or solution for less money.

RFP No 21-22-05, HVAC Assessments and Maintenance Services was published in the Inland Valley Daily Bulletin on November 19, and November 26, 2021. Proposals were submitted prior to 4:00 p.m. on December 7, 2021. The companies submitting proposals to be considered were AireMasters Air Conditioning, Johnson Controls, Inc., and PacificWest Energy Solutions, Inc.

The basic scope of work for this RFP includes the completion of HVAC assessments, assessment reports, HVAC unit replacements, adjustment of ventilation rates, filter replacements, general maintenance and repairs under warranty, and documentation for reporting under the requirements of the CalSHAPE ventilation program application. The completion of the repairs and/or design and project management for upgrades to improve energy efficiency, safety, and performance are contingent upon funding from the CalSHAPE program.

The criteria used to evaluate the RFP's were cost, 50%; responsiveness to RFP, 5%; experience and qualifications, 10%; ability to comply with budget, 10%; ability to comply with schedule, 25%.

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

## **RECOMMENDATION**

It is recommended the Board of Education award RFP No. 21-22-05, HVAC Assessments and Maintenance Services to AireMasters Air Conditioning, Johnson Controls, Inc., and PacificWest Energy Solutions, Inc.

## **FISCAL IMPACT**

None.

NE:GJS:AGH:pw

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**DATE:** December 16, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations  
**SUBJECT: REVISION OF BOARD POLICY 3430 BUSINESS AND NONINSTRUCTIONAL OPERATIONS – DISTRICT INVESTMENTS**

=====  
**BACKGROUND**

Board policies, administrative regulations, and bylaws are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current practice. Board Policy 3430 is being revised to reflect recommendations from the District’s investment firm, The QInsight Group.

Revision of Board Policy 3430 Business and Noninstructional Operations – District Investments is being updated to reflect changes to the Capital Markets Expectations section based on recent interest rate and inflation rate adjustments and expectations. The Merrill Lynch index has been renamed the Bloomberg Barclay’s 1-3 year Treasury Bond index because they are now the owners of this index. Lastly, the Guidelines for Fixed Income Investments and Cash Equivalents section currently allows only investment grade bonds rated A or equivalent. The proposed change to that guideline will allow investment grade bonds rated BAA3/BBB (Moody’s/S&P). The fixed income markets currently define investment grade bonds to broadly include even lower ratings to BBB and BBB-. The recessions in 2008 and 2020 have resulted in many quality U.S. corporations having their bond ratings lowered to BAA3/BBB. This change will allow investments in quality U.S. corporations that would not otherwise be permitted. This item was presented to the Board of Education on November 18, 2021, as information.

New language is provided in UPPER CASE while old language to be deleted is ~~lined through~~.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the revision of Board Policy 3430 Business and Noninstructional Operations – District Investments.

**FISCAL IMPACT**

None.

## **DISTRICT INVESTMENTS**

### **General Information**

The following shall be the investment policy for the Chino Valley Unified School District.

### **Scope of Investment Policy**

This policy shall apply to all district investments outside of the San Bernardino County Treasury, except for investments insured by the Federal Depository Insurance Corporation (FDIC).

All or part of the special reserve fund of the District, or any surplus monies not required for the immediate necessities of the District, may be invested as allowed by law for public funds. (Education Code 41015; Government Code 16430, 53601-53609, 53635)

### **Purpose of the Investment Policy Statement**

This statement of investment policy is set forth by the Board of Education of the Chino Valley Unified School District for the following purposes:

1. Define and assign the responsibilities of all involved parties.
2. Establish investment goals.
3. Provide guidance and limitations to the district's investment managers/brokers.
4. Establish basis for evaluating investment results.
5. Ensure plan assets are managed in accordance with the Education Code and Government Code
6. Establish a time horizon for which plan assets will be managed.

### **Cash Flow Expectations**

The Board of Education anticipates annual deposits into the District's Investment Program (The Plan) ~~equal to approximately five to six million dollars per year. This amount may vary~~ from year to year, depending on the amount of funds declared surplus by the Board of Education pursuant to Board Policy 3410.

**DISTRICT INVESTMENTS** (continued)

The Board of Education anticipates distributions out of the District's Investment Program equal to ~~approximately five to six million dollars per year.~~ This amount may vary from year to year, depending on District debt service and capital project expenditures requirements. Spending priorities for the Cash Management Program shall be made in compliance with Administrative Regulation 7310.3.

**Delegation of Authority**

The Board of Education of the Chino Valley Unified School District is responsible to the citizens and students of the District and is responsible for directing and monitoring the investment management of the District's assets. As such the Board of Education is authorized to delegate certain responsibilities to professional experts in various fields. With respect to the District's investment program, these include but are not limited to:

## 1. Investment Manager/Broker

The Investment Manager/Broker has discretion to purchase, sell or hold the specific securities that will be used to meet the Plan's investment objectives. The Investment Manager/Broker may be requested to prepare and submit certain reports regarding the District's investment portfolio and investment performance. The Investment Manager/Broker may also perform the regular accounting of all assets owned, purchased, or sold, as well as movement of assets into and out of the District's investment accounts.

## 2. Custodian

The Custodian will physically maintain possession of the securities owned by the District, collect all dividend and interest payments, redeem all maturing securities, and coordinate receipt and delivery following investment purchases and sales.

## 3. Co-Trustee

The Board of Education may appoint an outside individual or entity, such as a bank trust department, to be Co-Trustee. If appointed, the Co-Trustee will assume fiduciary responsibility of the administration of Plan assets.

## 4. Additional specialists, such as attorneys, auditors, and others, may be employed by the Board of Education to assist in meeting the Board's responsibilities to administer the District's investments prudently.

**DISTRICT INVESTMENTS** (continued)

The Board of Education does not reserve any control over any investment decisions except for the specific limitations described in this policy. Managers/Brokers will be held responsible and accountable to achieve the objectives stated within this policy. While the Board does not believe that the limitations within this policy will hamper Investment Managers/Brokers, each Investment Manager/Brokers may request modifications to this policy which they deem appropriate.

The District's investments will operate under the direction of the Associate Superintendent of Business/Operations.

**Definitions**

1. "Plan" shall mean the Chino Valley Unified School District Cash Management Program.
2. "Board of Education" shall mean the Governing Board of the Chino Valley Unified School District.
3. "Fiduciary" shall mean any individual or group of individuals that exercise discretionary authority or control over fund management or any authority or control over management, disposition, or administration of the Plan assets.
4. "Investment Manager/Broker" shall mean any individual or organization employed by the District to manage the investments of all or part of the Plan assets.
5. "Securities" shall refer to the marketable investment securities which are defined as acceptable in this statement.
6. "Investment Horizon" shall be the time period over which the investment objectives as set forth in this policy are expected to be met. The Investment Horizon for this Plan is 30 years.

**Assignment of Responsibility****1. Responsibility of the Board of Education, Superintendent or Designee**

The Board of Education is charged with the overall responsibility for the management of the assets of the Plan. The Board of Education, Superintendent or designee shall discharge their duties, with respect to the Plan, solely in the interest of the Plan, with skill, prudence and diligence under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character with similar aims. The specific responsibilities of the Board of Education and the Superintendent or designee relating to the investment of district assets include:

**DISTRICT INVESTMENTS** (continued)

- a. Adhering to the legal requirements of the Education Code and Government Code and all other applicable policies and regulations.
- b. Projecting the Plan's financial needs and communicating these needs to the Investment Manager/Broker, and other appropriate parties, on a timely basis.
- c. Determining the Plan's Risk Tolerance and Investment Horizon and communicating these to the appropriate parties.
- d. Establishing reasonable and consistent investment objectives, policies and guidelines which will direct the investment of Plan assets.
- e. Prudently and diligently selecting qualified investment professionals, including Investment Manager(s)/Broker(s), and Custodian(s).
- f. Regularly evaluating the performance of the Investment Manager(s)/Broker(s) to assure adherence to policy guidelines and monitor the achievement of investment objectives.
- g. Developing and enacting appropriate control procedures: for example, replacing an Investment Manager/Broker due to a fundamental change in the Investments Management/Broker process, or failure to comply with established guidelines.

**2. Responsibility of Investment Manager/Broker**

Each Investment Manager/Broker shall acknowledge, in writing, its acceptance of responsibility as a fiduciary. Each Investment Manager/Broker is charged with full discretion to make all investment decisions for the assets placed under its care, while observing and operating within all policies, guidelines, constraints, and philosophies as outlined in this statement. Specific responsibilities of the Investment Manager/Broker include:

- a. Discretionary investment management, including decisions to buy, sell or hold individual securities and to alter asset allocation within the guidelines established in this statement.
- b. Reporting, on a timely basis, quarterly investment performance results. At least once per year these results will be reported to the Board of Education.
- c. Communicating any major changes to economic outlook investment strategy or any other factors which affect implementation of investment process or the investment objective progress of the Plan's investment management.

**DISTRICT INVESTMENTS** (continued)

- d. Informing the Board of Education regarding any qualitative change to Investment Management organization: examples include changes in portfolio management personnel, ownership structure, investment philosophy, etc.

**General Investment Principles**

1. Investments shall be made solely in the interest of the Plan.
2. The Plan shall be invested with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the investment of a fund of like character and with like goals.
3. Investment of the Plan shall be so diversified as to minimize the risk of large losses, unless it is clearly prudent not to do so.
4. The Board of Education may employ one or more Investment Managers/Brokers of varying styles and philosophies to attain the Plan's objectives.
5. Cash is to be employed productively at all times, by investment in short term cash equivalents to provide safety, liquidity, and return.

**Investment Management Policy****1. Preservation of Capital**

Consistent with their respective investment styles and philosophies, Investment Managers/Brokers should make reasonable efforts to preserve capital, understanding that losses may occur in individual securities.

**2. Risk Aversion**

Understanding that risk is present in all types of securities and investment styles, the Board of Education recognizes that some risk is necessary to produce long-term investment results that are sufficient to meet the Plan's objectives. However, the Investment Managers/Brokers are to make reasonable efforts to control risk and will be evaluated regularly to ensure that the risk assumed is commensurate with the given investment style and objectives.



**DISTRICT INVESTMENTS** (continued)**3. Adherence to Investment Discipline**

Investment Managers/Brokers are expected to adhere to the investment management styles for which they were hired. Managers/Brokers will be evaluated regularly for adherence to investment discipline.

**Goals of the Cash Management Program**

The Board of Education feels that obligations to be paid in the future are as important as expenditures made today. This is consistent with the philosophy that the plan is to exist in perpetuity, and therefore, should provide resources for debt service payments or district capital facilities needs, in perpetuity. In order to meet its needs, the primary objective of the plan is to maintain purchasing power while providing current income to meet the district's cash flow needs. That is, net of spending, the objective is to grow the aggregate portfolio value at least at the rate of inflation over the Plan's Investment Horizon. The Plan's specific investment objectives will be established later in this document.

**Attitude towards Additional Investments**

Future additional investments into this Plan from funds which have been declared surplus by the Board of Education, pursuant to Board Policy 3410, are expected to be relatively consistent, and therefore, predictable. However, the Board of Education has set an investment strategy with the objective of maintaining purchasing power of the Plan's assets before consideration of additional deposits of surplus funds. Accordingly, future deposits will serve to increase purchasing power.

**Spending Policy**

The Board of Education, pursuant to Board Policy Chino Valley Unified School District file 7310.3 and administrative regulation 7310.3 places the highest emphasis for Plan spending on meeting its debt service obligations. As such, the Board of Education regards spending in dollar terms for year to year as inflexible. While spending is inflexible, and therefore relatively consistent and predictable, expected investment returns from "riskier" portfolios are not consistent and predictable. Therefore, in order to reduce the likelihood of underperformance and excessive deterioration of real principal during such periods, this Plan must tend toward a more "conservative" investment strategy than might be the case if debt service obligations from year to year were more flexible.

**DISTRICT INVESTMENTS** (continued)**Investment Objectives (Strategy)**

In order to meet its needs, the primary investment strategy of the Chino Valley Unified School District's Cash Management Program is to emphasize current income; that is, to generate a predetermined level of investment income to meet the district's cash flow needs on a periodic basis for various financial requirements.

The specific objectives in the Investment management Program for Plan assets, which are necessary to achieve the primary goal shall be:

1. Outperform ~~by two percent~~ the consumer price index.
2. Outperform the ~~Merrill Lynch~~ BLOOMBERG BARCLAY'S 1-3-year Treasury BOND index by 0.3%
3. Outperform the state "local agency investment fund" by one percent.

The secondary objectives in the investment management of Plan assets shall be:

1. Liquidity - to ensure the ability to meet all expected or unexpected cash flow needs by investing in securities which can be sold readily and efficiently.
2. Preservation of Capital - to minimize the probability of loss of principal over the Investment Horizon. Emphasis is placed on minimizing return volatility rather than maximizing total return. Risk control is an important element in the investment of Plan assets.
3. Preservation of Purchasing Power - to achieve returns in excess of the rate of inflation over the Investment Horizon in order to preserve purchasing power of Plan assets.

After the previous goals have been met, the final objective in the Investment Management of Plan assets shall be:

Long-term Growth of Capital - to emphasize long-term growth of principal while avoiding excessive risk. Short-term volatility will be tolerated in as much as it is consistent with the volatility of a comparable market index.

**DISTRICT INVESTMENTS** (continued)**Capital Markets Expectations**

The specified investment goals below are based on the following expectations of return from the capital markets:

<b>Asset Class</b>	<b>Expected Return</b>
Merrill Lynch BLOOMBERG BARCLAY'S 1-3 year Treasury NOTE index	<del>7.27.50-3.50%</del>
CPI	<del>3.242.00-3.00%</del>

**Specific Investment Goals**

Over the Investment Horizon established in this statement, it is the goal of the aggregate Plan assets to exceed:

1. The rate of inflation (as measured by the Consumer Price Index) ~~by two percent~~
2. The return of the Merrill Lynch BLOOMBERG BARCLAY'S 1-3-year Treasury NOTE index by 0.3%
3. The return of the state "local agency investment fund" by one percent

The investment goals above are the objectives of the aggregate Plan and are not meant to be imposed on each investment account (if more than one account is used). The goal of each Investment Manager/Broker, over the Investment Horizons, shall be to:

1. Meet or exceed the market index, selected, and agreed upon by the Board of Education that most closely corresponds to the style of investment management.
2. Display an overall level of risk in the portfolio which is consistent with the risk associated with the benchmark specified above. Risk will be measured by the standard deviation of quarterly returns.

Specific investment goals and constraints for each Investment Manager/Broker, if any, shall be incorporated as part of this statement of investment policy. Each Manager/Broker shall receive a written statement outlining his/her specific goals and constraints as they differ from those objectives of the entire Plan.

**DISTRICT INVESTMENTS** (continued)**Definition of Risk**

The Board of Education realizes that there are many ways to define risk. It believes that any person or organization involved in the process of managing the Cash Management Program assets understands how it defines risk so that the assets are managed in a manner consistent with the Plan's objectives and investment strategy as designed in this statement of investment policy. The Board of Education defines risk as:

1. The probability of losing money over the Plan's Investment Time Horizon.
2. The probability of not maintaining purchasing power over the Plan's Investment Time Horizon.
3. The probability of not meeting the Plan's objectives.
4. The probability of not meeting the Plan's liabilities or cash flow requirements.
5. The probability that the investment returns of the Plan's assets fail to meet or exceed the return of the Merrill Lynch BLOOMBERG BARCLAY'S 1–3-year Treasury BOND index.
6. High volatility (fluctuation) of investment returns.

**Volatility of Returns**

The Board of Education understands that in order to achieve its objectives for Plan assets, the Plan will experience volatility of returns and fluctuations of market value. It states that the Plan could tolerate a maximum loss of 2.5% (total return including interest income and price changes) over any one year prior, and a maximum loss of 0.0% over the Investment Horizon. Therefore, the Board of Education supports an investment strategy that minimizes the probability of losses greater than stated above. However, the Board realizes that the Plan's return objective is its primary concern. There is, of course, no guarantee that the Plan will not sustain losses greater than those stated herein.

**Liquidity**

To minimize the possibility of a loss occasioned by the sale of a security forced by the need to meet a required payment, the Board of Education will periodically provide the Investment Manager with an estimate of expected net cash flow requirements.

The Board of Education will notify the Investment Manager in a timely manner, to allow sufficient time to build up necessary liquid reserves.

**DISTRICT INVESTMENTS** (continued)

To maintain the ability to deal with unplanned cash requirements that might arise, the Board of Education requires that a minimum of 5% of Plan assets shall be maintained in short-term investments, including money market funds or short-term U.S. Treasury bills.

**Marketability of Assets**

The Board of Education requires that all of Plan assets be invested in liquid securities, defined as securities that can be transacted quickly and efficiently for the Plan, with minimal impact on market price.

**Investment Guidelines**

The Plan shall be invested in compliance with Government Code 53601.

**1. Allowable Assets****a. Permitted Short-Term Investments**

"Short-Term" investments are all securities with an average maturity of one year or less from the date of purchase. The portfolio will consist of a minimum of 5% of principal invested in short-term securities.

- U.S. Treasury Bills
- Money Market Funds
- Commercial Paper\*
- Banker's Acceptances\*
- Certificates of Deposit
- Guaranteed Investment Contracts
- Repurchase Agreements\*\*

\* Note that a maximum principal amount of \$1,000,000 may be invested in any single corporate issuer.

\*\* Repurchase agreements are collateralized by U.S. Government and/or agency securities (as defined in Government Code 53601(e)).

**2. Permitted Mid-Term Investments**

"Mid-term" investments are all securities with an average maturity of one to five years from the date of purchase. The portfolio will consist of a maximum of 95% of principal invested in mid-term securities.

- U.S. Government and Agency Securities
- Corporate Notes and Bonds

**DISTRICT INVESTMENTS** (continued)

- Collateralized Mortgage Obligations\*
- Guaranteed Investment Contracts\*\*
- Corporate Bonds

\* Collateralized mortgage obligation is collateralized by the U.S. Government and/or Agency Securities.

\*\* Note that a maximum principal amount of \$1,000,000 may be invested in any single issuer.

**3. Permitted Long-Term Investments**

"Long-term" investments are all securities with an average maturity of five to a maximum of 15 years from the date of purchase. The portfolio will consist of a maximum of 30% of principal invested in long-term securities.

- U.S. Treasury Notes and Bonds
- U.S. Agencies
- Collateralized Mortgage Obligations\*
- Guaranteed Investment Contracts\*

\* Note that a maximum principal amount of \$1,000,000 may be invested in any single issuer.

**4. Derivative Investments**

Derivative securities are defined as synthetic securities whose price and cash flow characteristics are based on the cash flow characteristics are based on the cash flows and price movements of other underlying securities. Most derivative securities are derived from equity or fixed income securities and are packaged in the form of options, futures, CMOS (PAC bonds, IOS, POS, residual bonds, etc.), and interest rate swaps, among others. The Board of Education feels that many derivative securities are relatively new and therefore have not been observed over multiple economic cycles. Due to this uncertainty, the Board of Education will take a conservative posture on derivative securities in order to maintain its risk averse nature. Since it is anticipated that new derivative products will be created each year, it is not the intention of this document to list specific derivatives that are prohibited from investment, rather it will form a general policy on derivatives. Unless a specific type of derivative security is allowed in this document, the Investment Manager(s)/Broker(s) must seek permission from the Board of Education to include derivative investments in the Plan's portfolio. The Investment Manager(s)/Broker(s) must present detailed information as to the expected return and risk characteristics of such investment vehicles.

**DISTRICT INVESTMENTS** (continued)

a. Prohibited Assets

Prohibited investments include, but are not limited to the following:

- (1) Equities
- (2) Commodities and Futures Contracts
- (3) Private Placements
- (4) Options
- (5) Limited Partnerships
- (6) Venture-Capital Investments
- (7) Real Estate Properties
- (8) Interest Only (IO), Principal Only (PO) and Residual Tranche CMOS

b. Prohibited Transactions

Prohibited transactions include, but are not limited to the following:

- (1) Short Selling
- (2) Margin Transactions

**5. Asset Allocation Guidelines**

Investment Management of the assets of the Cash Management Program must be in accordance with the follow Asset Allocation Guidelines:

a. Aggregate Plan Asset Allocation Guidelines (at Market Value)

<b>Asset Class</b>	<b>Minimum</b>	<b>Maximum</b>	<b>Preferred</b>
Short-Term	5%	100%	5-10%
Mid-Term	0%	95%	50-60%
Long-Term	0%	30%	25-30%

b. The Board of Education may employ Investment Managers/Brokers whose investment disciplines require investment outside the established Asset Allocation Guidelines. However, taken as a component of the Aggregate Plan, such disciplines must fit within the overall Asset Allocation Guidelines established in this statement. Such Investment Managers/Brokers will receive written direction from the Board of Education regarding specific objectives and guidelines.

**DISTRICT INVESTMENTS** (continued)

- c. In the event that the above Aggregate Asset Allocation Guidelines are violated, for reasons including but not limited to market price fluctuations, the Board of Education will instruct the Investment Manager(s)/Broker(s) to bring the portfolio(s) into compliance with these guidelines as promptly and prudently as possible. In the event that any individual Investment Manager's/Broker's portfolio is in violation with its specific guidelines, for reasons including but not limited to market price fluctuations, the Board of Education expects that the Investment Manager/Broker will bring the portfolio into compliance with these guidelines as promptly and prudently as possible without instruction from the Board of Education.

**6. Guidelines for Fixed Income Investments and Cash Equivalents**

- a. Plan assets may be invested only in investment grade bonds rated A (BAA3/BBB (MOODY'S/S&P) ~~or equivalent~~) or better.
- b. Plan assets may be invested only in commercial paper rated A1 (or equivalent) or better.
- c. Long-term maturity restrictions are as follows:
- Maximum maturity for any single security is 15 years.
  - No more than 30% of the portfolio may be invested in securities with maturities greater than five years.
  - Weighted average portfolio maturity may not exceed seven years.
- d. Money market funds selected shall contain securities whose credit rating at the absolute minimum would be rated investment grade by Standard and Poors, and/or Moody's.

**Selection of Investment Managers/Brokers**

The Board of Education's selection of Investment Manager(s)/Broker(s) must be based on prudent due diligence procedures. A qualifying Investment Manager/Broker must be a registered Investment Advisor under the Investment Advisors Act of 1940, or a bank or insurance company. The Board of Education requires that each Investment Manager/Broker provide in writing, acknowledgment of fiduciary responsibility to the Chino Valley Unified School District Cash Management Program.



**DISTRICT INVESTMENTS** (continued)**Investment Manager/Broker Performance Review and Evaluation**

Summary transaction reports shall be compiled monthly. Performance reports shall be compiled at least quarterly ANNUALLY and communicated to the Board of Education for review. The investment performance of the total portfolio, as well as asset class components, will be measured against commonly accepted performance benchmarks. Consideration shall be given to the extent to which the investment results are consistent with the investment objectives, goals and guidelines as set forth in this statement. The Board of Education intends to evaluate the portfolio(s) over at least a three- year period, but reserves the right to terminate a Manager/Broker for any reason, including the following:

1. Investment performance which is significantly less than anticipated given the discipline employed and the risk parameters established, or unacceptable justification of poor results.
2. Failure to adhere to any aspect of this statement of investment policy, including communication and report requirements.
3. Significant qualitative changes to the Investment Management/Broker organization

Investment Managers/Brokers shall be reviewed regularly regarding performance, personnel, strategy, research capabilities, organization and business matters, and other qualitative factors that may impact their ability to achieve the desire investment results.

**Investment Policy Review**

To assure continued relevance of the guidelines, objectives, financial status, and capital markets expectations as established in this statement of investment policy, the Board of Education plans to review investment policy at least annually.

**Legal Reference:**EDUCATION CODE

41001 Deposit of money

41002 General fund deposits and exceptions

41015 Authorization of investment of special reserve or surplus funds

GOVERNMENT CODE

53601 Circumstances authorizing investments, authorized investments.

**Chino Valley Unified School District**

Policy adopted: November 16, 1995.

Revised: June 3, 1999

Revised: November 2, 2006

REVISED:

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

**DATE:** December 16, 2021

**TO:** Members, Board of Education

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

**PREPARED BY:** Richard Rideout, Assistant Superintendent, Human Resources  
Isabel Brenes Ed.D., Director, Human Resources  
Eric Dahlstrom, Ed.D., Director, Human Resources

**SUBJECT: CERTIFICATED/CLASSIFIED PERSONNEL ITEMS**

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**BACKGROUND**

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

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

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

NE:RR:IB:ED:mcm

**CERTIFICATED PERSONNEL**

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

AVILA, Gisela	Intervention Counselor K-12	Heath Services	12/08/2021
CLEGG, Matthew	Intervention Counselor K-12	Health Services	12/13/2021
COGNETTA, Susana	Intervention Counselor K-12	Health Services	12/15/2021
DAVIS, Seth	Intervention Counselor K-12	Health Services	12/08/2021
GONZALEZ, Blanca	Intervention Counselor K-12	Health Services	12/08/2021
HEMPEL, Jenna	Intervention Counselor K-12	Health Services	12/01/2021
MORA JR., Gilbert	Intervention Counselor K-12	Health Services	12/08/2021
MOSS, Marlena	Intervention Counselor K-12	Health Services	12/08/2021
RODRIGUEZ, Daniela	Intervention Counselor K-12	Health Services	01/04/2022
SILVA RAMIREZ, Jane	Intervention Counselor K-12	Health Services	11/29/2021

**RETIREMENT**

JAMES, Kimberly (24 years of service)	Technology Training Specialist	Assessment & Instructional Technology	02/01/2022
MELLO, Victoria (25 years of service)	Elementary Teacher	Walnut ES	01/01/2022

**RESIGNATION**

ANDERSON, Allyson	Special Education Teacher	Walnut ES	11/17/2021
SCHWAB, Katelyn	Elementary Teacher	Cal Aero K-8	11/16/2021
VANOS, Jaclyn	English Teacher	Chino HS	12/15/2021
JEWETT, Robert	Technology Training Specialist	Assessment & Instructional Technology	01/03/2022

**APPOINTMENT - EXTRA DUTY**

RODRIGUEZ, Ramiro (NBM)	Band (B)	Ramona JHS	11/15/2021
BUNSELMEIER, James	8 <sup>th</sup> Grade Boys Basketball (GF)	Cal Aero K-8	09/17/2021
CORDERO, James	Track (GF)	Cal Aero K-8	09/17/2021
DURAN, Emily	Volleyball (GF)	Cal Aero K-8	09/17/2021
FELLOWS, Amber	Track (GF)	Cal Aero K-8	09/17/2021
FELLOWS, Jeremiah	Track (GF)	Cal Aero K-8	09/17/2021
THOMAS, Janet	8 <sup>th</sup> Grade Girls Basketball (GF)	Cal Aero K-8	09/17/2021
REEVES, Matthew	Competitive Cheer (GF)	Ayala HS	08/09/2021
CELESTINO, Lisbet (NBM)	Boys Water Polo (B)	Chino HS	11/03/2021
CELESTINO, Lisbet (NBM)	Girls Water Polo (B)	Chino HS	11/03/2021

**CERTIFICATED PERSONNEL** (cont.)

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE DATE</u></b>
<b><u>APPOINTMENT - EXTRA DUTY</u></b> (cont.)			
PEARSON, Deondre (NBM)	Boys Basketball (B)	Chino HS	11/29/2021
RINCON, Daniel (NBM)	Boys Soccer (B)	Chino HS	12/06/2021
TAPIA, Mario (NBM)	Boys Soccer (B)	Chino HS	11/23/2021
KNEUBUHLER, Nathan (NBM)	Football (B)	Chino Hills HS	11/29/2021
KNEUBUHLER, Nathan (NBM)	Wrestling (GF)	Chino Hills HS	11/29/2021
TARIN, Madeleine (NBM)	Girls Soccer (GF)	Chino Hills HS	11/29/2021
BRENNER, Carson (NBM)	Girls Water Polo (GF)	Chino Hills HS	12/02/2021
SMIT, Kyle (NBM)	Band (B)	Chino Hills HS	12/06/2021
TOBIN, Timothy (NBM)	Girls Water Polo (GF)	Chino Hills HS	12/02/2021
LOPEZ, Katelyn (NBM)	Colorguard (B)	Don Lugo HS	11/15/2021
MILLER, Hayden (NBM)	Girls Water Polo (GF)	Don Lugo HS	11/12/2021
MORA, Joshua (NBM)	Boys Soccer (GF)	Don Lugo HS	11/10/2021
		TOTAL:	\$30,114.00

**APPOINTMENT – EXTRA DUTY – ACTIVITIES**

LOPEZ, Katelyn	JH Color Guard Advisor	Ramona JHS	11/15/2021
		TOTAL:	\$2,225.00

**APPOINTMENT – EXTRA DUTY – DEPARTMENT CHAIR**

CEBALLOS, Marcus	Dept. Chair Social Science	Woodcrest JHS	01/04/2022
		TOTAL:	\$1,013.32

**DELETE – EXTRA DUTY – DEPARTMENT CHAIR**

POSTOVOIT, Maci	Dept. Chair Social Science	Woodcrest JHS	12/16/2021
		TOTAL:	\$0.00

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

DELEON, Andrea	HOLTKAMP, Jennifer	GIRIDHARA, Githa Priya Gayathri
MCEL RATH, Miesha	RIDEOUT, Katasha	ROSAS, Monica
SCHNAKE, Clarissa		

**CLASSIFIED PERSONNEL**

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

VELASQUEZ, Christina	Playground Supervisor (GF)	Glenmeade ES	12/02/2021
KENDRENA, Sandra	IA/Special Education (SELPA/GF)	Walnut ES	12/06/2021
DIETRICH, Shawn	Custodian I (GF)	Ayala HS	11/29/2021
REYES, Jonathan	Custodian I (GF)	Ayala HS	12/06/2021
SEGURA, Abril	IA/Special Education/SH (SELPA/GF)	Ayala HS	12/07/2021
DAY, Shannon	Typist Clerk II (GF)	Chino Hills HS	11/30/2021
RODRIGUEZ, Veronica	IA/Special Education/SH (SELPA/GF)	Don Lugo HS	12/13/2021
MORENO, Steven	Warehouse Delivery Worker (GF)	Purchasing	12/09/2021

**PROMOTION**

THOMPSON, Danielle	FROM: Nutrition Services Manager I (NS) 6 hrs./183 work days TO: Nutrition Services Manager II (NS) 8 hrs./184 work days	Briggs K-8 Don Lugo HS	12/08/2021
DOMINGUEZ, Lenny	FROM: Custodian I (GF) 8 hrs./261 contract days TO: Custodian II (GF) 8 hrs./261 contract days	Townsend JHS Butterfield Ranch ES	12/06/2021
SIFUENTES, Unique	FROM: GED Test Proctor (ABG) 6 hrs./123 work days TO: Typist Clerk II (GF) 8 hrs./201 work days	Adult School Butterfield Ranch ES	12/16/2021
LAMAS, Gabriela	FROM: Account Clerk III (GF) 8 hrs./261 contract days TO: Payroll Technician (GF) 8 hrs./261 contract days	Business Services Business Services	12/17/2021

**CHANGE IN ASSIGNMENT**

CALDERA, Sabrina	FROM: Playground Supervisor (GF) 1.5 hrs./180 work days TO: IA/Special Education (SELPA/GF) 5 hrs./181 work days	Liberty ES Liberty ES	01/04/2022
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**CLASSIFIED PERSONNEL** (cont.)

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE DATE</u></b>
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**CHANGE IN ASSIGNMENT** (cont.)

PAREDES, Maria	FROM: IA/Bilingual/Biliterate (C) 3 hrs./150 work days	Don Lugo HS	12/06/2021
	TO: IA/Special Education (SELPA/GF) 5 hrs./181 work days	Don Lugo HS	

**ADDITIONAL ASSIGNMENT**

WEAST, Alysia	School Community Liaison (C)	Cattle ES	12/06/2021
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**INCREASE IN HOURS**

ALVARADO, Erika	FROM: Health Technician (GF) 3.5 hrs./185 work days	Alternative Education	12/06/2021
	TO: Health Technician (GF) 5.5 hrs./185 work days	Alternative Education	

**LEAVE OF ABSENCE**

BURRELL, Jason	Bus Driver (GF)	Transportation	11/29/2021 through 03/01/2022
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**RELEASE OF EMPLOYEE WITHOUT PREJUDICE**

Employee #27143			12/07/2021
Employee #28369			11/23/2021

**RESIGNATION**

ZELAYA-AGUILAR, Amalia	Playground Supervisor (GF)	Eagle Canyon ES	11/15/2021
HAPPACHER, Maria	Playground Supervisor (GF)	Glenmeade ES	12/03/2021
CRUZ, Dora	Bilingual Typist Clerk I (C)	Buena Vista HS	12/16/2021
CERVANTES, Stella	Bus Driver (GF)	Transportation	12/03/2021
RIOS, Brenda	Bus Driver (GF)	Transportation	01/07/2022

**RETIREMENT – REVISED DATE**

RAMIREZ, Gloria (14 Years of Service)	Typist Clerk II (GF)	Walnut ES	12/31/2021
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**CLASSIFIED PERSONNEL** (cont.)

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

NELMS, Susan (26 Years of Service)	IA/Special Education (SELPA/GF)	Cattle ES	12/31/2021
MARTINEZ, Louis (25 Years of Service)	Mechanic II (GF)	Transportation	12/15/2021

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

ACEVEDO, Alexis	ANAGNOS, Kazue	EGGE, Gina
HERNANDEZ, Hanna	SILVA-RODRIGUEZ, Guadalupe	TAPIA, Yolanda
VAZ, Jill		

(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**

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Humility • Civility • Service

**DATE:** December 16, 2021  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Richard Rideout, Assistant Superintendent, Human Resources  
Whitney Fields, Director, Risk Management and Human Resources  
**SUBJECT: REJECTION OF CLAIM**

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**BACKGROUND**

Claim 21-11-07 was submitted on November 29, 2021, from Rachel Reyes, on behalf of her son at Oak Ridge ES. Claimant alleges that her son lodged a bean in his ear during school hours. Claimant seeks a settlement demand for medical expenses in an amount of \$110.00 along with any future incurred expense.

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

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

Unknown at present.

NE:RR:WF:jag



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**DATE:** December 16, 2021

**TO:** Members, Board of Education

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

**PREPARED BY:** Richard Rideout, Assistant Superintendent, Human Resources  
Isabel Brenes, Ed.D., Director, Human Resources  
Eric Dahlstrom, Ed.D., Director, Human Resources

**SUBJECT: STUDENT TEACHING AGREEMENTS WITH CALIFORNIA STATE UNIVERSITY, LONG BEACH; CALIFORNIA STATE UNIVERSITY'S CALSTATETEACH; AND CHAPMAN UNIVERSITY**

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**BACKGROUND**

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

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

**RECOMMENDATION**

It is recommended the Board of Education approve the student teaching agreements with California State University, Long Beach; California State University's CalStateTEACH; and Chapman University

**FISCAL IMPACT**

None.

NE:RR:IB:ED:mcm

## EDUCATIONAL AFFILIATION AGREEMENT

This agreement (“Agreement”) is between the Trustees of the California State University, on behalf of California State University Long Beach (“CSU” or “University”), and Chino Valley Unified School District (“District”) (When an individual school is entering into this Agreement, any reference to “District” shall have the same meaning as “School” throughout.).

University’s College of Education offers degree programs in a wide variety of academic disciplines, which are academically enhanced by practical experiences outside of the traditional classroom setting. For this Agreement, District shall provide access to University students for practical fieldwork experience pursuant to the terms of this agreement and serve as a learning site offering facilities, resources and supervision to students. In consideration the mutual promises and conditions set forth below, the University and the District (“Party or Parties”) agree as follows:

I. **EDUCATIONAL PROGRAMS** – The following College of Education programs are included in this Agreement and are governed by the corresponding Exhibits, incorporated as if fully stated herein:

Exhibit A – Early Fieldwork & Pre-Student Teaching (1 page)

Exhibit B – Basic Credential Programs (2 pages)

Exhibit C – Educational Administration (1 page)

Exhibit D – School Counseling (2 pages)

Exhibit E – School Psychology (1 page)

Exhibit F – Library Services Credential (1 page)

II. **GENERAL PROVISIONS**

A. **Term of Agreement** - The term of this Agreement shall begin upon full execution and continue until June 30, 2026 . Either Party may terminate this agreement upon thirty (30) days written notice. If either Party sends a Notice of Termination prior to the completion of an academic semester, all students performing services under this Agreement shall be allowed to continue their placement until the end of that academic semester.

B. **Relationship of Parties** – District (including its employees and agents) shall act in an independent capacity and not as officers, employees or agents of CSU or University. Nothing in this Agreement shall be construed to constitute a partnership, joint venture or any other relationship other than that of independent contractors. University students performing internship work are learners, completing course requirements for academic credit towards a degree or certification, and are not employees or agents of University.

C. **Legal Responsibility** – District shall be responsible for damages caused by the negligence of its officers, employees and agents. University shall be responsible for the damages caused by the negligence of its officers, employees and agents. The intent of this paragraph is to impose responsibility on each party for the negligence of its officers, employees and agents, consistent with California law.

D. **Insurance** – Each Party to this agreement shall maintain General Liability Insurance (or a program of self-insurance), comprehensive or commercial form, with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 general aggregate, and workers compensation coverage as required by law. University shall arrange for students to be covered by an insurance policy providing general and professional liability with limits of \$2,000,000 each occurrence and \$4,000,000 general aggregate. Students’ coverage includes educators’ errors & omissions coverage.

E. **Confidential Student Information-** University student records shall remain confidential as required by the Family Educational Rights and Privacy Act (FERPA). Neither Party shall release any protected student information without written consent of the student, unless required to do so by law or as dictated by the terms of this Agreement.

F. **Pre-Placement Clearances** – If University students will have more than limited contact with District’s students, University students shall be fingerprinted as required by the District pursuant to California Education Code §45125.1. All University students are required to obtain a CTC issued Certificate of Clearance, or similar clearance document, and possess a negative TB test result, dated within the last four years, prior to beginning any fieldwork in the District.

G. **Orientation, Student Safety and Health Risks** – District shall provide an orientation of its site and all relevant policies and procedures to assigned students and University faculty. District shall inform the participating student of any potential health or safety risks associated with the location of their field placement.

- H. Acceptance, Termination & Nondiscrimination in Placements** - District has discretion regarding the number of placements it receives, and has the discretion to terminate the assignment of any University student at District if such student is failing to perform satisfactorily to District. District shall notify University in writing of its desire to terminate the placement of University student. University may withdraw a University student assigned to District for any academically related reason. Neither Party shall deny placement to any student on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor may they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex.
- I. Services Responsibility**- District retains professional and administrative responsibility for all services rendered at the District.
- J. Locations** – All locations under District’s management or control will be covered by the terms of this Agreement.
- K. Governing Law** – This agreement shall be construed in accordance with and governed by the laws of the State of California, except where superseded by federal law. All actions or proceedings arising in connection with this Agreement shall be subject to the exclusive jurisdiction of the state courts of the County of Los Angeles, State of California.
- L. Assignments** - This Agreement is not assignable in whole or in part.
- M. Endorsement** - Nothing contained in this Agreement shall be construed as conferring on any Party hereto any right to use the other Party’s name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore, nothing in this Agreement shall be construed as endorsement of any commercial product or service by University its officers or employees.
- N. Fair Labor Standards Act and Displacement of Organization Employees** – It is not the intention of this Agreement for students to perform services that would displace or replace regular employees of the District. Work performed by students is toward the completion of course/programs for their academic degree.
- O. Severability** - If any provision of this agreement is held invalid by any law, rule, order of regulation of any government, or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.
- P. Authority** - Each Party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing agreements or obligations.
- Q. Entire Agreement** - This document contains the entire agreement and understanding of the Parties, and supersedes all prior agreements, arrangements, and understandings with respect to the subject matter of this document. No amendment, alternation or variation of the terms of the Agreement shall be valid unless made in writing and signed by the Parties hereto.

**District:**

Chino Valley Unified School District

*(please enter the complete legal name of the entity)*

Street address

City, State, Zip

Phone Number

e-mail

District Signature

Date

Name and Title

**University:**

California State University, Long Beach  
 Attn: Procurement & Contractual Services  
 1250 Bellflower Blvd., BH-346  
 Long Beach, CA 90840-0123  
 (562)985-4296 FM-ContractServices@csulb.edu

University Authorized Signature

Date

Name and Title

**Exhibit A**  
**EARLY FIELDWORK and PRE-STUDENT TEACHING**

District agrees to provide Early Fieldwork and Pre-Student Teaching experiences for students enrolled in University programs to prepare education professionals.

"Early Fieldwork" as used in this Exhibit means participation in one or more of a variety of professional preparation activities, consisting mainly of student observation, typically as a course requirement, under the direct supervision of employees of District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional or intern credentials, authorizing them to serve as classroom teachers or other educational professionals in the schools or classes in which the fieldwork experience is provided.

"Pre-Student Teaching" as used in this Exhibit means participation in one or more of a variety of professional preparation activities, consisting of student observation, small group teaching and one-on-one teaching., under the direct supervision of employees of District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional or intern credentials, authorizing them to serve as classroom teachers or other educational professionals in the schools or classes in which the fieldwork experience is provided. Typically, pre-student teaching activities are a methods/pedagogy course requirement.

1. **Scope of fieldwork training:** District shall provide to University students educational experiences through Early Fieldwork and Pre-Student Teaching placements in schools and classes of District. Such professional experiences shall be provided in such schools or classes of District and under the direct supervision and instruction of District employees.
2. **Compensation:** There is no compensation by University for the services for District professionals overseeing Early Fieldwork or Pre-Student Teaching assignments.
3. **Assignment:** The assignment of a University student for Early Fieldwork and Pre-Student Teaching placements in schools or classes of District shall be at the discretion of University, with the Agreement of the supervising classroom teacher, educational professional, and/or site principal. Length and specific activities of assignments will vary depending on the requirements of University's class.

**Exhibit B**  
**BASIC CREDENTIAL PROGRAMS: STUDENT TEACHING**

District agrees to provide single subject, multiple subject, and education specialist student teaching experience through practice teaching to students enrolled in teacher training curricula of University.

Any honorarium or payment provided herein is intended to be transmitted promptly by District to its "Master Teacher" as compensation for and recognition of services performed for the student teacher in the supervisory teacher's charge;

1. **Scope of Services:** District shall provide to University students teaching experience through practice teaching in schools and classes of District not to exceed the units of practice teaching set forth in these Special Provisions. Such practice teaching shall be provided in such schools or classes of District and under the direct supervision and instruction District employees.

"Practice Teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional or intern credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

2. **Rates:** Contingent upon the availability of funds each semester, University may pay District for the performance by District Master Teacher for all services required to be performed under this Exhibit at the rates set forth below for each semester unit of Practice Teaching. District shall be notified not less than 60-days prior to the semester if a change in the compensation rate is to be made due to the availability of funds.

If payment is made by University, the RATE AND AMOUNT will be \$20.00 per semester unit the student is enrolled in for the Practice Teaching experience.

3. **Assignment:** An assignment of a University student to Practice Teaching in schools or classes of District shall be at the discretion of University. An assignment is typically for approximately fifteen (15) to twenty (20) weeks, but the length of an assignment can vary depending on the program and student.

The assignment of a University student to Practice Teaching at District shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of District the assignment card or other document given the student by University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

In the event the assignment of a University student to Practice Teaching is terminated by University for any reason, District shall receive payment on account of such student except that if such assignment is terminated before the end of the eighth week of the term of the assignment, District shall receive payment for an assignment for eight (8) weeks only. If a University student is assigned to another teacher of District after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

Absences of a student from assigned Practice Teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by District.

**Videoing in Classrooms-** As part of the California Teaching Performance Assessment (CalTPA) required by the California Commission on Teacher Credentialing (CTC), student teacher candidates are required to video-record instructional activities in the classroom demonstrating skills in the instructional practice of planning, teaching and assessing. Student Teaching Candidates will have the opportunity to complete this assignment at

the fieldwork placement site.

4. **Payment:** Contingent upon funds being available to University, and written notification of availability of funds to District, District, within 45 days following the close of each semester or quarter of University, shall submit an invoice and stipend report to University for payment at the rate provided herein for all units of practice teaching provided by District under and in accordance with this agreement during said semester or quarter. A Master Teacher Stipend Report shall be executed by a duly authorized representative of District certifying that District expended or became obligated to expend in providing such Practice Teaching an amount not less than the amount of the invoice. University can provide a sample stipend report upon request.

University will pay the amount of such invoice from monies made available for such purpose by or pursuant to the laws of the State. Notwithstanding any other provisions of this agreement, University shall not be obligated by this agreement to pay District any amount in excess of the total sum set forth in this Exhibit.

### HONORARIUM BILLING PROCEDURES

1. University should be billed after the completion of each semester. The invoice must show actual number of semester units billed, and the number of student teacher semester (students per semester). **Direct invoices to the Office of Clinical Practice. It is imperative that the "Office of Clinical Practice" be included on the mailing address to avoid any delays in invoice processing.**

California State University Long Beach  
College of Education  
ATTN: Office of Clinical Practice  
1250 Bellflower Blvd.  
Long Beach, CA 90840-2201

2. The required Master Teacher Stipend Report approved by an authorized official is to be sent with the invoice to University Accounts Payable.
3. There is no direct transaction between University and District's Master Teachers. The contractual arrangement is between University and District.

**Exhibit C**  
**EDUCATIONAL ADMINISTRATION PROGRAM**

District agrees to provide access to students in the Educational Administration Program within University's College of Education Department of Educational Leadership

**RESPONSIBILITIES OF UNIVERSITY**

University shall:

1. Designate a faculty member to coordinate with a designee of District.
2. Complete periodic evaluations of the student regarding their performance at District.
3. Require the student to participate in the fieldwork placement for the duration of the academic semester or school year, unless there is cause for removal.

**RESPONSIBILITIES OF STUDENTS**

The assigned Student will:

1. Conform to the administrative policies, standards and practices of District and to the ethical and legal standards of the profession.
2. Identify himself/herself to the public as a student in the Educational Administration Program who is completing fieldwork at District.
3. Will set times, locations and responsibilities for the fieldwork experience in collaboration with the supervising school administrator at District and University's faculty member.
4. Plan activities in each area required by the Educational Administration Program, in collaboration with the supervising school administrator at District and University faculty member,
5. Provide the supervising school administrator at District with a copy of the Program's expectations for the fieldwork experience.
6. Notify District of illness, accident, or any other situation which does not allow the student to meet the prearranged program at District.
7. Inform University of any changes to the on-site schedule.

**RESPONSIBILITIES OF DISTRICT**

District shall:

1. Provide opportunities for the student to develop professional competencies in a broad and diverse role. Opportunities will encompass a range of experiences in programs and populations, including but not limited to regular education, special education, bilingual education, English learners, age, disabilities, cultures leading to development of professional competence in the California Administrator performance Expectations (CAPE's),
2. Designate one school administrator who possesses a clear CA credential in school administration to serve as the primary supervisor.
3. Require the designated supervisor to serve as a model school administrator engaging in broad and diverse service delivery.
4. Complete periodic evaluations of the students' performance.
5. Provide ongoing supervision of all University student activities in the fieldwork experience.



Exhibit D  
**SCHOOL COUNSELING PROGRAM**

District agrees to provide supervised field experience for candidates in the School Counseling Program in the Department of Advanced Studies in Education and Counseling at University.

**RESPONSIBILITIES OF UNIVERSITY**

University shall

1. Designate a faculty member to coordinate with a designee of District.
2. Complete periodic evaluations of the candidate regarding his/her performance at District, or when a site visit is precluded by distance, by arrangement between University faculty member and District's designee.
3. Require the candidate will participate in the fieldwork placement for the agreed upon time period, unless there is cause for removal.

**RESPONSIBILITIES OF THE STUDENT CANDIDATE DURING FIELDWORK**

The student candidate will:

1. Conform to the administrative policies, standards and practices of District, and to the ethical and legal standards of the profession.
2. Identify himself/herself to the public as a candidate in University's School Counseling Program.
3. Set times, location and responsibilities of the fieldwork experience, in collaboration with District's supervising school counselor and University's faculty member,
4. Plan activities in each area included in the School Counseling Program Standards, in collaboration with District's supervising school counselor and University's faculty member,
5. Provide the supervising school counselor at District with a copy of the Program's articulated mission and expectations for the fieldwork experience.
6. Obtain a written evaluation of his/her performance from District's supervising school counselor at least once each semester and will submit that written evaluation according to the schedule established by University's faculty member. This written evaluation is required prior to posting a grade for the fieldwork course.
7. Notify District of illness, accident, or any other situation that does not allow the candidate to fulfill the prearranged program at District.

**RESPONSIBILITIES OF DISTRICT**

District shall:

1. Provide opportunities for the candidate to develop a broad and diverse role, including development of professional competence in, for example, assessment, intervention, counseling, consultation, research, and in-service.
2. Provide opportunities for the candidate to develop professional competencies with a broad range of programs and populations, including but not limited to: regular education, special education, bilingual education, age, disabilities, cultures, sexual orientation.
3. Designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. After the first few months, the candidate may also work with other experienced school counselors for specific activities.
4. Require the designated supervisor will serve as a model school counselor engaging in broad and diverse service



delivery.

5. Agree that the designated fieldwork supervisor is subject to the approval of University.
6. Evaluate candidate competencies, oversee all candidate professional activities at District, and provide guidance throughout the candidate's professional growth and development.
7. Complete periodic evaluations of the candidate's performance with written reports of that evaluation near the end of each university semester.
8. Not allow or require the workload of the student candidate to exceed fifty (50) percent of what a credentialed school counselor would work. Student candidates may serve one or two schools with a total candidate-to-student ratio of no greater than approximately 1:1,000. Any deviation from this should be made by agreement between District's supervisor or administrator and University's supervisor.
9. Provide the candidate with opportunities to video-record selected counseling activities for the purpose of supervision assessment provided that all parties to be recorded have separately consented to such a recording.

**Exhibit E**  
**SCHOOL PSYCHOLOGY PROGRAM**

District agrees to provide supervised field experience for graduate student interns in the School Psychology Program in the Department of Advanced Studies in Education and Counseling at University.

**RESPONSIBILITIES OF UNIVERSITY**

University shall:

1. Designate in writing a faculty member to coordinate with a designee of District.

**RESPONSIBILITIES OF DISTRICT**

District shall:

1. Provide opportunities in a broad range of programs and populations, including but not limited to: general education, special education, bilingual education, age, disabilities, cultures, ethnicities, language proficiencies, and socioeconomic status allowing the intern to develop a broad and diverse role, including development of professional competence in, for example, assessment, intervention, counseling, consultation, and research.
2. Accept no more interns or graduate students from University than District staff, space, and program permit; and except in pre-negotiated circumstances, any one supervisor will provide concurrent supervision for no more than two interns or students.
3. Assure that the intern will be free to participate in University seminars regarding internship and will be able to spend at least one day (or 20% of time) each week to pursue individual professional goals and development.
4. Designate one school psychologist who has at least two years experience in school psychology to serve as the primary supervisor. After the first few months, the intern may also work with other experienced school psychologists for specific activities.
5. Evaluate intern competencies, oversee all intern professional activities at District, and provide guidance throughout the intern's professional growth and development. All psychological or psychoeducational evaluation reports must be co-signed by the supervising credentialed school psychologist throughout the internship year.
6. Complete periodic written evaluations of the intern's performance with written reports of that evaluation near the end of each semester.
7. Assures that the intern will receive face-to-face supervision for a minimum of two hours a week, although as many as four hours a week may be needed, especially at the beginning of the internship experience.
8. Assure that the workload of the intern will not exceed seventy-five (75) percent of what a credentialed school psychologist would work; interns may serve one or two schools with a total intern/student ratio of no greater than approximately 1:1,000. It is presumed that all interns will maintain their assigned school placement(s) for the full academic school year. Any deviation from this should be made by cooperative agreement between District's supervisor or administrator and University's supervisor.
9. Assure that the intern will devote at least twenty (20) percent but not more than forty (40) percent of his or her time to psychoeducational evaluations and direct related services.

**EXHIBIT F**  
**TEACHER LIBRARIAN SERVICES CREDENTIAL FIELDWORK**

District agrees to provide library media experiences through to students enrolled in library media teacher services credential curricula at University.

“Field Experience” as used in this Exhibit active participation in the duties and functions of teacher Librarians under the direct supervision and instruction of employees of District holding current valid Teacher Librarian Services Credential issued by the State Commission on Teacher Credentialing, authorizing them to serve as teacher Librarians in the schools in which the field experiences are provided. The employee must also be experienced in library media programs; model professional involvement in library media organizations.

1. District shall provide to University students library media experiences through Field Experiences in school libraries of District, under the direct, supervision and instruction of employees of District.
2. A semester unit of field experiences for elementary and secondary schools is 90 hours of library media teacher work, with the understanding that University students shall have 45 hours of Field Experience at each site.
3. The supervising Teacher Librarian shall communicate with University’s coordinator regularly in terms of providing formative assessment of the student’s work. District’s supervising Teacher Librarian shall submit a written summative evaluation of University students to University’s coordinator to verify that University students have completed the 45 required hours of Field Experiences at District’s school library.
4. University shall provide a faculty member to oversee the Field Experience. The faculty member shall meet with District’s supervising teacher Librarian and University student to plan the Field Experience and supervise the implementation.



## **California State University's CalStateTEACH Program**

### **Memorandum of Understanding and Agreement to Provide Student Teacher Placements to University Students**

This agreement is between the Chino Valley Unified School District ("District") and the California State University's CalStateTEACH Program ("University"), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Student Teaching Program through which University students enrolled in a credentialing program ("Student Teachers") will gain experience in the public school setting.

#### **TERM OF THE AGREEMENT**

This Agreement shall remain in effect for a term of 3 years beginning August 1, 2021 and ending July 31, 2024, unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

#### **DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES**

1. The District will provide the Student Teachers with supervised clinical experience. The District's Designated Supervisor(s) will hold an appropriate degree, credential or license in the specified field, if any is required for that field, and at least five years' experience in that field. The Supervisor will provide the Student Teacher with at least two hours of face-to-face supervision per week for the duration of the internship. Supervision may be shared among more than one qualified District staff member.
2. The District will designate a member of its staff to participate with the University's designee in planning, implementing, and coordinating the Internship Program.
3. The District will maintain complete records and reports on each Student Teacher's performance and provide an evaluation to the University on forms the University shall provide.
4. The District may, in its sole discretion, refuse to accept as a participant in the Internship Program any University student assigned to participate, and, upon request of the District, University shall withdraw the assignment of any University student participant.
5. After the District accepts the assignment of a Student Teacher, the District may terminate the internship for "good cause." "Good cause" may include, but is not limited to failure to perform satisfactorily, refusal to follow District administrative policies, procedures, rules and regulations, or violation of any federal or state law. The District will immediately notify University in writing if it terminates an assignment. The District reserves the right to ban anyone from District facilities when the District finds, in its sole discretion that the presence of the person poses a threat or disrupts operations. University is responsible for informing its student participants of the provisions of this Section. District will immediately notify University, if District knows or suspects any professional or ethical or legal violations. University will cooperate with District in any investigation concerning the reported violation.



6. District shall, on any day when a Student Teacher is receiving training at its facilities, arrange for the Student Teacher to receive any necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, District shall have no obligation to furnish medical care, surgical care or other health care to any Student Teacher.
7. The District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as “COVID-19”. The District is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. The District to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable governmental directives are modified, changed or updated, the District will take the steps to comply with the modified, changed, or updated guidelines or directives. If at any time the District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify Dr. Nan Barker (Regional Director).

#### **UNIVERSITY RESPONSIBILITIES**

1. University will work collaboratively with the District’s HR department, school site administration, and staff in the assignment of the Student Teacher.
2. University will confer regularly with District and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
3. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a Student Teacher in the school. University and District agree they will cooperate in any investigation concerning the reported violation.
4. University will guarantee that Student Teachers and university supervisors have appropriate tuberculosis and fingerprinting clearance, including subsequent arrest notification service.
5. University will instruct Student Teachers in state laws regarding child abuse reporting, sexual harassment and professional conduct.
6. University supervisors will conduct systematic and regular observations of Student Teachers’ performances in the District’s classrooms.
7. University will be responsible for ensuring that Student Teachers have appropriate insurance coverage.

#### **STUDENT TEACHER RESPONSIBILITIES**

1. Provide the District with the following documentation:
  - a. a copy of the letter from the University assigning the student to the District.
  - b. a background check fingerprint clearance report.
  - c. a negative tuberculosis test result, and
2. Comply with all applicable terms and provisions of this Agreement while serving as a Student Teacher.
3. Comply with the District’s policies and procedures, and applicable state and federal laws and regulations while serving as a Student Teacher.



4. Provide services to District pupils only under the direct supervision of District staff.
5. Maintain the confidentiality of pupil information. No Student Teacher will have access to or have the right to receive any District pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the internship program. The discussion, transmission, or narration in any form by Student Teachers of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the internship program is forbidden except as a necessary part of the practical internship experience. Otherwise, Student Teachers shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the internship experience with University, its employees, agents or others.

### **STATUS OF DISTRICT AND UNIVERSITY STUDENTS**

The parties expressly understand and agree that all University students serving as Student Teachers in District schools pursuant to this Agreement are doing so for educational purposes only, and Student Teachers are not considered employees of the District for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. It is the responsibility of University to provide notice to its student participants of the provisions of this Section. The provisions of this Section shall survive the termination or expiration of this Agreement.

### **LIABILITY INSURANCE & WORKERS' COMPENSATION**

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Student Teachers, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Twenty-Five Million Dollars (\$25,000,000) in aggregate throughout the course of this Agreement.

Further, University shall provide written notice that should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. University also agrees to maintain statutory Workers' Compensation coverage on Student Teachers, any individuals characterized as employees of University and instructors working at District pursuant to this Agreement at all times during the course of this Agreement.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

The University is permissibly self-insured through the State of California for automobile liability.





The District shall be named as an additional insured or covered party on the liability coverages maintained by the University set forth above, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/ \$2 million aggregate.

### **NO WORKERS' COMPENSATION LIABILITY**

The Parties agree that the District is not to assume, nor shall it assume by this Agreement any liability under the California Workers' Compensation Insurance and Safety Act for, by or on behalf of any Student Teacher or University employees while they are on the premises of the District or while performing any duty whatsoever under the terms of the Agreement or while going to or from any of the internship placement sites. University shall provide written notice to each Student Teacher regarding the lack of coverage of Workers' Compensation insurance by the District.

### **INDEMNIFICATION**

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

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

### **ADDITIONAL PROVISIONS**

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.



5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

Signed this \_\_\_\_\_ date of \_\_\_\_\_.

\_\_\_\_\_  
School District Designee

\_\_\_\_\_  
Brian Cotham, Director of Procurement and Support Services  
California State University's CalStateTEACH





CHAPMAN  
UNIVERSITY  
Orange, California 92866

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## SUPERVISED FIELDWORK AND STUDENT TEACHING AGREEMENT

- **Multiple Subject**
- **Single Subject**
- **Special Education**

THIS AGREEMENT is made and entered into by and between Chapman UNIVERSITY hereinafter called the "UNIVERSITY," and the Chino Valley Unified School District, hereinafter called "DISTRICT."

### I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the students shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of fingerprint clearance.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the DISTRICT, the activities of each student assigned to DISTRICT and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding their performance at the DISTRICT as per arrangement between the UNIVERSITY faculty or staff member and the DISTRICT supervisor.
- D. The UNIVERSITY may provide monetary compensation for services rendered by the DISTRICT in an amount not to exceed the actual cost of the services rendered by the DISTRICT per Appendix A, as attached and incorporated by reference.

### II. RESPONSIBILITIES OF THE DISTRICT

- A. The DISTRICT shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The DISTRICT staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the DISTRICT or involving employees or agents of the DISTRICT, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The DISTRICT staff will provide, upon request by any participating student, such reasonable accommodations at the DISTRICT as required by law in order to allow qualified disabled students to participate in the program.

- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the DISTRICT'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The DISTRICT staff shall comply with APPENDIX B regarding the DISTRICT'S supervision of UNIVERSITY students, as attached and incorporated by reference.

### **III. THE PARTIES MUTUALLY AGREE**

- A. The DISTRICT shall provide field experiences in such schools or classes of the DISTRICT and under the direct supervision and instruction of such employees of the DISTRICT, as specified by the duly authorized representatives of the DISTRICT and the UNIVERSITY.
- B. The DISTRICT may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the DISTRICT in writing. Prior to removal of a student, the DISTRICT shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the DISTRICT at any time, and may do so if the DISTRICT so requests in writing with a statement of reasons why the DISTRICT desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the DISTRICT, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the DISTRICT because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its trustees, agents, or employees.
- E. The DISTRICT agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its trustees, agents, and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the DISTRICT, its agents, or employees.
- F. UNIVERSITY and DISTRICT each agree to maintain insurance or a program of self-insurance throughout the term of this Agreement as follows:
  - i. General liability coverage, written on an occurrence form, with limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate, and
  - ii. UNIVERSITY and DISTRICT shall maintain statutory Workers' Compensation coverage on their respective employees working at DISTRICT pursuant to this Agreement. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of the UNIVERSITY for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training, and

iii. UNIVERSITY and DISTRICT shall provide certificates of insurance evidencing all coverage described herein, naming the other party as a Certificate Holder with policy endorsements for Waiver of Subrogation against the other party and naming the other party as an Additional Insured. Such evidence will be provided on a basis consistent with the effective date of this Agreement and annually thereafter. Each party shall provide the other party with written notice at least thirty (30) days in advance of any material modification or cancellation of such coverage. With respect to individual policies of insurance maintained by students, such evidence will be provided prior to the date when any new student commences participation in the Program(s).

- G. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- H. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- I. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

SCHOOL DISTRICT INFORMATION:

Chino Valley Unified School District  
5130 Riverside Drive  
Chino, CA 91710

UNIVERSITY CONTACT INFORMATION:

Chapman UNIVERSITY  
One UNIVERSITY Drive  
Orange, CA 92866  
Attn: Chief Operating Officer

- J. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- K. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- L. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- M. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.
- N. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same agreement. Further, the parties may execute this Agreement via fax or electronic mail transmission. A true and correct copy of this Agreement, as executed by the parties, may be used in lieu of an original for all purposes permitted by law.



**Appendix A**  
**Payment for Mentor Teachers for Teacher Education**

**SPECIAL PROVISIONS – RATES and PAYMENTS**

- (a) \$500 per Mentor Teacher for 14-20 weeks of supervision of full-time (400+ hours) student teaching/teacher residency and Letter of Appreciation.
  - In situations where the full-time student teacher/teacher resident 'splits' their time between two teachers, the \$500 honorarium will be split according to the percent (%) of time Mentor Teacher supervises the candidate. Examples of this situation would be elementary co-teachers who equally share a classroom or secondary subject area teachers where the candidate is in one period with the first Mentor Teacher and 2 periods with the other.
- (b) \$250 per Mentor Teacher for 14-20 weeks of supervision of fieldwork placements between 200 and 399 hours and Letter of Appreciation.
- (c) \$125 per Mentor Teacher for 14-20 weeks of supervision of fieldwork placements between 50 and 199 hours and Letter of Appreciation.
- (d) Letter of appreciation for supervision of placements <50 hours.

METHOD OF PAYMENT: Stipend is to be paid directly to the school district.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the DISTRICT for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, DISTRICT shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment to exceed no more than six (6) units per session of terminated assignment. In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY and/or the DISTRICT for any reason after the student has been in the field experience for a minimum of two weeks, DISTRICT shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

Within thirty (30) days following the close of each semester or academic session of the UNIVERSITY, the DISTRICT shall submit an invoice, in triplicate, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the DISTRICT under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

## Appendix B

### Specific Supervision Requirements

#### Teacher Education Fieldwork:

- A. "Field Experience" as used herein and elsewhere in this agreement means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the DISTRICT who hold valid teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and have completed a minimum of three years successful teaching experience. "Student Teaching" is used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the DISTRICT who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and have completed a minimum of three years successful teaching experience.
- B. The UNIVERSITY'S Teacher Education Policy provides that student teachers without substitute permits may not be asked by the school districts to serve and be compensated for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute permits may substitute for their Mentor Teacher only (a maximum of four (4) days per 16-week student teaching fall or spring term only; a maximum of five (5) days per 20-week teacher residency fall/interterm or spring/summer rotation); when they are ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; and/or when the candidate is paid.
- C. "Session of Student Teaching," for Multiple Subject and Single Subject Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of twelve (12) weeks for elementary credential candidates (for this, the elementary credential candidate receives six (6) semester units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of sixteen (16) weeks for secondary credential candidates (for this, the secondary credential candidate receives six (6) semester units of practice teaching credit).
- D. "Session of Student Teaching," for Education Specialist Instruction Credential (Special Education) candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of sixteen (16) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) semester units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of sixteen (16) for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) semester units of practice teaching credit).
- E. An assignment of a Multiple Subject and Single Subject Credential candidate of the UNIVERSITY to student teaching in classes of schools of the DISTRICT shall be for a single sixteen (16) week or a single twenty (20) week session as mutually agreed between the UNIVERSITY and DISTRICT.
- F. An assignment of an Education Specialist Instruction Credential (Special Education) candidate of the UNIVERSITY to student teaching in classes of schools of the DISTRICT shall be for a single for a single sixteen (16) week session as mutually agreed between the UNIVERSITY and DISTRICT.
- G. The assignment of a UNIVERSITY student to field experiences and student teaching at DISTRICT shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper DISTRICT officials the assignment papers or other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such

assignment as shown on such card or other document.

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** December 16, 2021

**TO:** Members, Board of Education

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

**PREPARED BY:** Richard Rideout, Assistant Superintendent, Human Resources  
Isabel Brenes, Ed.D., Director, Human Resources  
Eric Dahlstrom, Ed.D., Director, Human Resources

**SUBJECT: STUDENT FIELDWORK AGREEMENT WITH CALIFORNIA STATE UNIVERSITY, NORTHRIDGE**

=====

**BACKGROUND**

Student fieldwork provides a high quality of learning, support, and practical classroom experience for professionals in training. The Chino Valley Unified School District has the opportunity to establish an agreement with California University State, Northridge.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the student fieldwork agreement with California University State, Northridge.

**FISCAL IMPACT**

None.

NE:RR:IB:ED:mcm



## CLINICAL PRACTICUM AGREEMENT

This Agreement is between The Chino Valley Unified School District (“Practicum Site”) and The Trustees of the California State University on behalf of California State University, Northridge (“University”), and is effective as of December 1, 2021

A. Clinical Site is a general acute care hospital, medical center, skilled nursing facility, private practice clinic or is an independent or unified school district.

B. University operates a fully accredited program offering a **Master of Science Degree in the field of Speech Language Pathology and a Clinical Doctorate Degree in the field of Audiology (AuD)**. The speech-language pathology graduate program is accredited under the standards of the Council on Academic Accreditation of the American Speech-Language-Hearing Association (ASHA). The audiology program has been granted “formal developing status” under the Accreditation Commission for Audiology Education (ACAE) accrediting body. CSUN is accredited by The Western Association of Schools and Colleges (WASC).

C. The purpose of this agreement is to provide the graduate training for the Master of Science in Communication Disorders and Sciences, the Speech Language Pathology Assistant Fieldwork Program, and/or the Clinical Doctorate degree in Audiology. The parties will both benefit by making a clinical training program (“Program”) available to University students at the Clinical Site.

The parties agree as follows:

### I. UNIVERSITY’S RESPONSIBILITIES

A. Student Application. The student shall file an Application for Clinical Privileges. Pertinent information, which shall include the student’s name, address, and telephone number, shall be sent to the clinical site. Clinical Site shall regard this information as confidential and shall use the information only to identify each student.

B. Schedule of Assignments. University shall notify the clinical site supervisor of student assignment, including the name of the student, level of academic preparation, and length and dates of proposed clinical experience.

C. Department Faculty. University shall assign members of the department’s faculty or University’s Clinical Director or University’s Distance Learning Coordinator to provide professional mentoring and advice to the Clinical Site’s Program Supervisor through the term of this agreement in order to assist in the education of the student.

D. Records. University shall maintain all personnel records for its staff and all academic records for its students.

E. Student Responsibilities. University shall notify students in the program that they are responsible for:

1) Complying with Clinical Site's clinical and administrative policies, procedures, rules and regulations;

2) Arranging for his/her own transportation and living arrangements;

3) Assuming responsibility for personal illnesses, necessary immunizations, tuberculin tests, annual health examinations and other requirements as identified by the Clinical Site;

4) Procuring and maintaining in force health insurance coverage throughout the term of the student's practica at the Clinical Site.

5) Maintaining the confidentiality of patient information.

a) No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission, or narration in any form by students of any individually identifiable patient information, medical or otherwise, obtained in the course of the program is forbidden except as a necessary part of the practical experience.

b) Neither the University nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by clinical site that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations.

c) Clinical Site shall reasonably assist University in obtaining patient consent in appropriate circumstances. In the absence of consent, students shall use de-identified information only in any discussions about the clinical experience with University, its employees, or agents.

5) Complying with Clinical Site's dress code and wearing name badges identifying themselves as students.

6) Insurance requirements. See Section 5, Paragraph B.

F. Payroll Taxes and Withholdings. University shall be solely responsible for any payroll taxes, withholdings, and insurance or benefits of any kind for University's employees, if any, who provide services to the Program under this Agreement. Students are not employees or agents of the University and shall receive no compensation for their participation in the Program, from the University. For purposes of this agreement, however, students are trainees and shall be considered members of Clinical Site's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103.

## II. CLINICAL SITE RESPONSIBILITIES

A. Clinical Experience. Clinical Site shall accept from University the student and shall provide the student with supervised clinical experience, meeting the ASHA/ACAE requirement and any state licensure laws, as applicable.

B. Records and Evaluations. Clinical Site shall maintain complete records and reports on student's performance and provide an evaluation to University on forms the University shall provide.

C. Withdrawal of Students. Clinical Site may request that University withdraw from the program any student whom Clinical Site determines is not performing satisfactorily, refuses to follow Clinical Site's administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests must be in writing. Once the University receives the request in writing, the University will take appropriate steps to comply.

D. Emergency Health Care/First Aid. Clinical Site shall, on any day when a student is receiving training at its facilities, provide to that student necessary emergency health care or first aid for accidents occurring in its facilities. Except as otherwise provided in this agreement, Clinical Site shall have no obligation to furnish medical or surgical care to any student.

E. Clinical Site's Confidentiality Policies. As trainees, students shall be considered members of Clinical Site's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to Clinical Site's policies respecting confidentiality of medical information. In order to ensure that students comply with such policies, Clinical Site shall provide students with substantially the same training that it provides to its regular employees.

F. Clinical Supervisor Requirements. Clinical Site shall provide the Clinical Supervisor with sufficient and specific time in the work schedule to carry out the supervision duties of the student's clinical practicum. The supervision duties fulfill the requirements of the accreditation of the graduate program so that the student will meet requirements for state license, and certification. The minimum requirements for these duties include:

- 1) Allocation of sufficient time to directly observe a minimum of twenty five (25) percent of treatment and assessment sessions of a client or groups of clients by the student during the supervised practicum.
- 2) Allocation of sufficient time to meet directly with the student for purposes of supervision feedback and discussion periodically during the course of supervision.
- 3) Allocation of sufficient time for the Clinical Site Supervisor to communicate with the University's Clinical Coordinator or Clinical Course Instructor.
- 4) Allocation of specific time in order to be present at the clinical site during the period that the student will be providing clinical services under this agreement.

### III. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving clinical training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

### IV. STATUS OF UNIVERSITY AND CLINICAL SITE

The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of University for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are considered members of Clinical Site's "workforce" for purposes of HIPAA compliance.

### V. INSURANCE

A. University Insurance. University shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by University's employees. Coverage under such professional and commercial general liability insurance shall be not less than two million dollars (\$2,000,000) for each occurrence and four million dollars (\$4,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. The University shall maintain and provide evidence of workers' compensation and disability coverage as required by law. Insurance shall provide for not less than thirty (30) days' notice of cancellation to Clinical Site. University shall provide Clinical Site with evidence of the insurance required under this paragraph upon request of the Clinical Site. University shall promptly notify Clinical Site of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

B. Student Insurance. School shall require that during the term of each student's clinical rotation, each student shall be covered by comprehensive general and professional liability insurance to protect the student, Facility and University against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such insurance shall be with limits not less than \$1 million each claim, \$3 million policy aggregate, on a claim made basis including three (3) years extended reporting period.

C. Clinical Site Insurance. Clinical Site shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than two million dollars (\$2,000,000) for each occurrence and four million dollars (\$4,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. Clinical Site shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as

required by law. Insurance shall provide for not less than thirty (30) days' notice of cancellation to University. Clinical Site shall provide University with evidence of the insurance required under this paragraph upon request of the University. Clinical Site shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

## VI. INDEMNIFICATION.

A. University agrees to indemnify, defend and hold harmless Clinical Site and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from University's sole negligence, or in proportion to the University's comparative fault.

B. Clinical Site agrees to indemnify, defend, and hold harmless University and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from Clinical Site's sole negligence, or in proportion to the Clinical Site's comparative fault.

## VII. TERM AND TERMINATION

A. Term. This Agreement shall be effective as of the date first written above and shall remain in effect for five (5) years.

B. Renewal. This Agreement may be renewed by mutual agreement.

C. Termination. This Agreement may be terminated at any time by the written agreement or upon 30 days' advance written notice by one party to the other, PROVIDED, HOWEVER, that in no event shall termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any cohort in which termination would otherwise occur.

## VIII. GENERAL PROVISIONS

A. Amendments. In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section I, Paragraph E, subdivisions 4.a), 4.b), and 4.c); Section I, Paragraph F, to the extent it provides that students are members of Practicum Site's "workforce" for purposes of HIPAA; Section II, Paragraph E; and Section IV. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Attorney's Fees. In the event that any action is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees, in addition to such other relief as the court may deem appropriate.

D. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

F. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

G. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

H. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below.

I. Clinical Site is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". Clinical Site is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. Clinical Site, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, Clinical Site will take steps to comply with the modified, changed or updated guidelines or directives. If at any time Clinical Site becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the Communication Disorders and Sciences Program of that fact.

IX. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

UNIVERSITY

California State University, Northridge  
Purchasing & Contract Administration  
18111 Nordhoff Street  
Northridge, CA 91330-8231

CLINICAL SITE

\_\_\_\_\_  
Print Name of Site  
\_\_\_\_\_  
Print Street Address  
\_\_\_\_\_  
Print City and State

Phone: 818-677-2069

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

Email: mariamelissa.atienza@csun.edu

E-Mail \_\_\_\_\_

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

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

Name: Maria Melissa Y. Atienza  
Title: Contracts Specialist, Purchasing &  
Contract Administration

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

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

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

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

**Department of Communication Sciences & Disorders**

College of Health and Human Development

18111 Nordhoff Street

Northridge, CA 91330-8279

**Attn: Rosie Quezada, Diana Cabral, Sarah Cathcart, Odette Arman,  
Janice Woolsey, Laura Ballan**

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** December 16, 2021

**TO:** Members, Board of Education

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

**PREPARED BY:** Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support

**SUBJECT: SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS WILLIAMS SETTLEMENT FISCAL YEAR 2020/2021 ANNUAL REPORT**

=====

**BACKGROUND**

California Education Code 1240 requires the San Bernardino County Superintendent of Schools staff to regularly monitor and report on the status of all Williams monitored schools in the county (currently decile 1-3 schools based on the 2012 Academic Performance Index) to ensure compliance with the Williams Legislation. The Williams Annual Report for Chino Valley Unified School District as well as countywide findings by supervisorial district based on the 2020/2021 school year visitation findings are being presented for information.

Per Section 1240(c)(2)(B), the annual report shall be submitted to the governing board of each school district, the county board of education, as well as the county board of supervisors at a regularly scheduled meeting held in accordance with public notification requirements.

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 San Bernardino County Superintendent of Schools Williams Settlement Fiscal Year 2020/2021 Annual Report.

**FISCAL IMPACT**

None.

NE:LF:gks



November 12, 2021

Dr. Norm Enfield, Superintendent  
Chino Valley Unified School District  
5130 Riverside Drive  
Chino, CA 91710-4130

**RE: Board Agenda Item: Fiscal Year 2020/2021 *Williams* Annual Report**

Dear Dr. Enfield:

Per California Education Code section 1240, San Bernardino County Superintendent of Schools (SBCSS) staff continues to regularly monitor and report on the status of all *Williams*-monitored schools in the county (currently Deciles 1-3 schools determined by the 2012 Base Academic Performance Index [API]) to ensure compliance with the *Williams* legislation. Enclosed is a copy of the *Williams* Annual Report for your district as well as countywide findings by supervisorial district based on the **2020/2021** school year visitation and review findings.

Per Section 1240(c)(2)(E)(i), the annual report shall be submitted to the governing board of each school district, the county board of education, as well as the county board of supervisors at a regularly scheduled November meeting held in accordance with public notification requirements. Please note that the annual report has been submitted to the San Bernardino County Board of Education and the San Bernardino County Board of Supervisors in accordance with this provision. ***Please make sure to include this report as an agenda item for your next regularly scheduled Board meeting.***

In addition, Governor Newsom recently signed Assembly Bill 599 which amended Education Code 1240 to identify a new cohort of *Williams*-monitored schools by the Superintendent of Public Instruction commencing with fiscal year 2021/22, then again in fiscal year 2022/23, and every three fiscal years thereafter. My office will provide additional information regarding the new cohort as it becomes available.

Thank you and your staff for the continued efforts and collaboration in support of this important work.

Sincerely,



Ted Alejandre  
County Superintendent

Attachment: Fiscal Year 2020/2021 *Williams* Annual Report

cc: Mr. Joe Schaffer, Board President  
Ms. Lea Fellows, *Williams* Liaison  
Ms. Jenny Owen, SBCSS Director, Communications and Intergovernmental Relations

***Williams Settlement***  
**Fiscal Year 2020/2021**  
**Annual Report**  
*for*  
**Chino Valley Unified**  
**School District**

**November 2021**

# San Bernardino County Superintendent of Schools *Williams* Settlement Monitoring Fiscal Year 2020/2021 Annual Report

## Preface

The *Williams* Lawsuit Settlement, reached and enacted into law\* in August 2004, has set the standard for providing equitable educational opportunities and closing the achievement gap in San Bernardino County and throughout California. *Williams* legislation has provided an opportunity for county and district superintendents to work collaboratively to support and assist underperforming schools to improve student achievement.

The American Civil Liberties Union filed *Williams v. California* in 2000 on behalf of the plaintiffs—nearly 100 students from San Francisco County—as a class-action lawsuit against the State of California and its educational agencies. The basis of the lawsuit was that public-school agencies failed to provide public school students with equal access to instructional materials, safe and clean school facilities, and qualified teachers. The issue of equity for disadvantaged and minority students, particularly in large and urban school districts, was the crux of the case.

The settlement covered four key areas:

- **Instructional Materials**—All students, including English learners, must have sufficient access to standards-aligned instructional materials or textbooks in all core subject areas for use in class and at home.
- **Facilities**—All schools must be safe, clean, and in good repair.
- **Teacher Credentialing and Assignment**—All schools must have teachers that are appropriately certificated for their specific teaching assignment, including English Learner Authorization (ELA).
- **Public Reporting**—All schools must include information on the sufficiency of instructional materials, repair of school facilities, and teacher misassignments and vacancies in their School Accountability Report Card (SARC). Additionally, all schools must post a notice in each classroom informing parents and guardians of their right to file a Uniform Complaint regarding instructional materials sufficiency, facilities repair, and teacher vacancy or misassignments.

In Fiscal Year 2013/2014, the Local Control Funding Formula (LCFF) was implemented and made significant changes to the education statute. *Williams* Settlement requirements for all schools remained in effect and were further distinguished as the first of eight state priorities that must be addressed in mandated Local Control Accountability Plans (LCAPs). This means all schools (monitored and those that are not) must continue adhering to *Williams* requirements and all districts must identify and address actions that will be taken each year to achieve and/or correct any deficiencies related to *Williams* compliance in their LCAPs.

The *Williams* legislation also requires county offices to monitor schools ranked in Deciles 1-3 currently determined by rankings on the state's Academic Performance Index reports. Fiscal Year 2020/2021 was the eighth year of the fourth cohort (typically a three-year monitoring cycle) based on the 2012 API. One hundred and forty-nine (149) schools in San Bernardino County were subject to review and received at least one site visit. Although a new accountability system is in place, the California School Dashboard, Education Code still requires county monitoring based on the 2012 Base API.

Due to the COVID-19 pandemic, all *Williams*-monitored school sites in San Bernardino County, except for Lucerne Valley Elementary School (Lucerne Valley Unified School District), implemented a distance learning model in the first four weeks of the 2020/2021 school year. With the passage of Senate Bill (SB) 820, SBCSS reviewers conducted the instructional materials review for *Williams*-monitored schools implementing a distance learning model through a site-reported sufficiency review process. In addition, SBCSS reviewers conducted the instructional materials and facilities reviews at Lucerne Valley Elementary School within the first four weeks of their 2020/2021 school year. At the conclusion of the instructional materials monitoring process, there were no insufficiencies, meaning any shortage identified at the time of visitation or during the site-reported sufficiency review process was resolved by the eighth week of school as required in Education Code.

Additionally, the facilities reviews at all *Williams*-monitored schools, except Lucerne Valley Elementary School, were conducted between April 1 and May 7, 2021. Overall, the county review teams found facilities conditions in good repair. Five (5) emergency or extreme conditions were observed (three of which were remedied before the end of the site visit) which included: two (2) cases of exposed broken glass/glass-like material accessible to pupils and staff, two (2) observances of hazardous chemicals and flammable materials not stored properly, and one (1) play/sport equipment poses an extreme safety hazard.

The teacher assignment monitoring and review process for the 2020/2021 fiscal year was postponed by the California Commission on Teacher Credentialing (CCTC) due to changes to Education Code 44258.9. Key provisions effective January 2020 included: the monitoring of all California schools on an annual basis; corresponding roles and responsibilities of monitoring authorities; and partial automation of the monitoring process through the development of the CCTC's California Statewide Assignment Accountability System (CalSAAS). The teacher assignment monitoring and review process for the 2020/2021 fiscal year began August 1, 2021, and concluded November 1, 2021.

A separate in-office review was conducted to evaluate each *Williams*-monitored school's School Accountability Report Card (SARC) for accuracy of the information reported to the public pertaining to the sufficiency of instructional materials and the condition of school facilities based on statutory requirements and county monitoring findings. Any inaccuracies observed were communicated and resolved by the conclusion of the review period.

\*SB 6 (Alpert), SB 550 (Vasconcellos), AB 1550 (Daucher), AB 2727 (Daucher), AB 3001 (Goldberg), AB 831 (Committee on Education)

**San Bernardino County Superintendent of Schools  
Williams Settlement Annual Report by Supervisory District  
Fiscal Year 2020/2021**

School District	Total Enrollment	Total Schools	Deciles 1-3 Schools	Total "Good Repair" Facility Deficiencies		Remedied "Good Repair" Facility Deficiencies		Outstanding "Good Repair" Facility Deficiencies		Total "Emergency Repair" Facility Deficiencies		Remedied "Emergency Repair" Facility Deficiencies		Outstanding "Emergency Repair" Facility Deficiencies		Teacher Misassignments <sup>1</sup>	Instructional Materials Insufficiencies	Inaccurate School Accountability Report Cards
				Facility Deficiencies	Deficiencies	Facility Deficiencies	Deficiencies	Facility Deficiencies	Deficiencies	Facility Deficiencies	Deficiencies							
<b>1st Supervisory District</b>																		
Adelanto Elementary	8,029	16	7	38	24	14	0	0	0	0	0	0	0	N/A	0			0
Apple Valley Unified	14,358	15	2	4	2	2	0	0	0	0	0	0	0	N/A	0			0
Hesperia Unified	24,216	31	7	15	6	9	0	0	0	0	0	0	0	N/A	0			0
Needles Unified	967	6	3	0	0	0	0	0	0	0	0	0	0	N/A	0			0
Snowline Joint Unified	7,355	13	2	3	1	2	0	0	0	0	0	0	0	N/A	0			0
Victor Elementary	12,358	19	7	14	9	5	0	0	0	0	0	0	0	N/A	0			0
Victor Valley Union High	11,488	11	4	19	16	3	0	0	0	0	0	0	0	N/A	0			0
<b>1st Supervisory District Totals</b>	<b>78,771</b>	<b>111</b>	<b>32</b>	<b>93</b>	<b>58</b>	<b>35</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>0</b>			<b>0</b>
<b>2nd Supervisory District</b>																		
Cucamonga	2,359	4	1	5	4	1	0	0	0	0	0	0	0	N/A	0			0
Fontana Unified	35,461	46	17	114	65	49	2	1	1	1	1	0	0	N/A	0			0
<b>2nd Supervisory District Totals</b>	<b>37,820</b>	<b>50</b>	<b>18</b>	<b>119</b>	<b>69</b>	<b>50</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>0</b>			<b>0</b>
<b>3rd Supervisory District</b>																		
Barstow Unified	6,129	14	3	12	4	8	0	0	0	0	0	0	0	N/A	0			0
Colton Joint Unified	20,550	29	11	371	37	334	2	1	1	1	0	0	0	N/A	0			0
Lucerne Valley Unified	10,313	10	3	9	8	1	0	0	0	0	0	0	0	N/A	0			0
Morongo Unified	8,005	17	3	19	10	9	0	0	0	0	0	0	0	N/A	0			0
Redlands Unified	20,352	28	1	0	0	0	0	0	0	0	0	0	0	N/A	0			0
San Bernardino City Unified	51,330	88	43	334	169	165	0	0	0	0	0	0	0	N/A	0			0
Yucaipa-Calimesa Joint Unified	9,689	16	2	2	0	2	0	0	0	0	0	0	0	N/A	0			0
<b>3rd Supervisory District Totals</b>	<b>126,368</b>	<b>202</b>	<b>66</b>	<b>747</b>	<b>228</b>	<b>519</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>0</b>			<b>0</b>
<b>4th Supervisory District</b>																		
Chino Valley Unified	27,333	36	6	12	11	1	1	1	1	1	0	0	0	N/A	0			0
Ontario-Montclair	19,286	33	16	74	32	42	0	0	0	0	0	0	0	N/A	0			0
<b>4th Supervisory District Totals</b>	<b>46,619</b>	<b>69</b>	<b>22</b>	<b>86</b>	<b>43</b>	<b>43</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>0</b>			<b>0</b>
<b>5th Supervisory District</b>																		
Colton Joint Unified <sup>2</sup>	20,550	29	11	371	37	334	2	1	1	1	1	0	0	N/A	0			0
Fontana Unified <sup>2</sup>	35,461	46	17	114	65	49	2	1	1	1	0	0	0	N/A	0			0
Rialto Unified	24,461	30	11	44	16	28	0	0	0	0	0	0	0	N/A	0			0
San Bernardino City Unified <sup>2</sup>	51,330	88	43	334	169	165	0	0	0	0	0	0	0	N/A	0			0
<b>5th Supervisory District Totals</b>	<b>131,802</b>	<b>193</b>	<b>82</b>	<b>863</b>	<b>287</b>	<b>576</b>	<b>4</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>0</b>			<b>0</b>
<b>County Totals<sup>2</sup></b>	<b>314,039</b>	<b>462</b>	<b>149</b>	<b>1,089</b>	<b>414</b>	<b>675</b>	<b>5</b>	<b>3</b>	<b>3</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>0</b>			<b>0</b>

<sup>1</sup>Due to changes to Education Code 44258.9, the annual teacher assignment monitoring and review process for the 2020/2021 fiscal year began August 1, 2021, and concluded November 1, 2021.

<sup>2</sup>Table data for school districts that represent more than one Supervisory District are unduplicated.

Refer to Williams Glossary of Terms

**Chino Valley Unified School District  
Fiscal Year 2020/2021 Williams Annual Report**

School	Total Enrollment	Decile 1-3 Rank	Total "Good Repair" Facility Deficiencies		Remedied "Good Repair" Facility Deficiencies		Outstanding "Good Repair" Facility Deficiencies		Total "Emergency Repair" Facility Deficiencies		Outstanding "Emergency Repair" Facility Deficiencies		Instructional Materials Insufficiencies		Teacher Misassignments <sup>1</sup>		Inaccurate School Accountability Report Cards	
			0	6	0	5	0	1	0	0	0	0	0	0	0	N/A	0	0
Borba (Anna A.) Elementary	407	3	0	0	0	0	0	0	0	0	0	0	0	0	N/A	0	0	
Chino High	1,896	3	6	6	5	1	0	0	0	0	0	0	0	0	N/A	0	0	
Dickson (Doris) Elementary	527	3	4	4	4	0	0	0	0	0	0	0	0	0	N/A	0	0	
Marshall (E.J.) Elementary	382	3	1	1	1	0	0	1	0	0	0	0	0	0	N/A	0	0	
Ramona Junior High	496	3	1	1	1	0	0	0	0	0	0	0	0	0	N/A	0	0	
Walnut Avenue Elementary	531	2	0	0	0	0	0	0	0	0	0	0	0	0	N/A	0	0	
<b>Subtotals</b>	<b>4,239</b>		<b>12</b>	<b>12</b>	<b>11</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>0</b>	<b>0</b>	

<sup>1</sup> Due to changes to Education Code 44258.9, the annual teacher assignment monitoring and review process for the 2020/2021 fiscal year began August 1, 2021, and concluded November 1, 2021.

## ***Williams* Glossary of Terms**

**Academic Performance Index (API)** – A component of California’s Public Schools Accountability Act of 1999 utilized from 1999-2013, the API measured the academic performance and growth of schools. Simply put, the API was calculated by converting a student’s performance on a statewide assessment into points on the API scale. These points were then averaged across all students and all tests and the result was a school’s API. The API is no longer calculated due to the launch of the new accountability system known as the California School Dashboard, which has been designed to better measure the State’s educational goals based on a growth model. With the recent passage of Assembly Bill (AB) 599, a new list of schools for the county superintendent's annual *Williams* Settlement visits will be established by the Superintendent of Public Instruction commencing with the 2021-22 fiscal year. AB 599 requires a list of schools to be identified again in the 2022-23 fiscal year and then every three fiscal years thereafter. Schools, including charter schools, will be selected for visitation if they meet any of the following criteria: identified for comprehensive support and improvement (CSI) or additional targeted support and improvement (ATSI) under federal law; schools where 15 percent or more of the teachers hold a permit, certificate, or any other authorization that are lesser certifications than a preliminary or clear California teaching credential.

**Deciles** – Statewide ranking of schools (determined by a school’s Academic Performance Index [API]) rated one through ten (lowest to highest) when compared to schools of the same type. Calculation of the API has been suspended during the development and launch of the new accountability system, known as the California School Dashboard.

**Deciles 1-3 Schools** – Schools ranked in Deciles 1-3 have the lowest statewide ranking (on a scale of one (1) to ten (10)) based on their APIs when compared to other schools of the same type across the state. The current determinant of statewide rankings is the 2012 Base Academic Performance Index Report. Deciles 1-3 schools are subject to county monitoring for compliance with the *Williams* Settlement requirements.

**Emergency Repair** – Structures or systems of a facility are in a condition that poses an emergency or urgent threat to the health and safety of pupils or staff.

**Good Repair** – Good repair is defined to mean that the facility is maintained in a manner that ensures that it is clean, safe, and functional. Good repair status is determined by a school facility inspection and evaluation instrument (known as the *Facilities Inspection Tool* [FIT]) developed by the Office of Public School Construction or a local evaluation instrument that meets the same criteria.

**Inaccurate School Accountability Report Card (SARC)** – SARCs with outstanding inaccuracies or missing information pertaining to the quality, currency and availability of sufficient textbooks and/or instructional materials and the safety, cleanliness and adequacy of school facilities. These areas are reviewed in accordance with the state’s data definitions and the previous year’s *Williams* visit findings. All California public schools must annually publish SARCs which contain specific information about themselves to the community allowing the public to evaluate and compare schools for student achievement, environment, resources, and demographics.

**Instructional Materials Insufficiencies** – The number of insufficiencies identified in the four core subject areas (English language arts, mathematics, science, and history-social science) at each school during the *Williams* site visits that were not corrected by the eighth week of school. Sufficient textbooks or instructional materials means, “each pupil, including English Learners, has a standards-aligned textbook or instructional materials, or both, to use in class and to take home.”

**Local Control Funding Formula (LCFF)** – The current K-12 funding system that provides funding to districts based on the demographic profile of the students they serve. Implementation of the formula began in Fiscal Year 2013/2014.

**Local Control and Accountability Plan (LCAP)** – Required under the LCFF, the LCAP is a locally developed three-year plan that describes how a local educational agency (LEA) intends to meet annual goals for all pupils, including specific activities to address state and local priorities identified in Education Code.

**Local Control and Accountability Plan (LCAP) Priority 1** – One of the state-defined priorities that must be addressed in a local educational agency’s (LEA’s) LCAP to capture local measurement of progress for meeting *Williams* Settlement requirements, including: the degree to which the teachers of the school district are appropriately assigned and fully credentialed in the subject areas, and, for the pupils they are teaching; ensuring every pupil in the school district has sufficient access to the standards-aligned instructional materials; and school facilities are maintained in good repair.

**Outstanding “Emergency Repair” Facility Deficiencies** – The number of facility deficiencies identified as emergency repair issues that were not corrected at the time of completion of the *Williams* site visit.

**Outstanding “Good Repair” Facility Deficiencies** – The number of facility deficiencies identified as good repair issues that were not corrected at the time of completion of the *Williams* site visit.

**Remedied “Emergency Repair” Facility Deficiencies** – The number of facility deficiencies identified as emergency repair issues that were corrected prior to the completion of the *Williams* site visit.

**Remedied “Good Repair” Facility Deficiencies** – The number of facility deficiencies identified as good repair issues that were corrected prior to the completion of the *Williams* site visit.

**Teacher Misassignments** – Due to changes to Education Code 44258.9, the annual teacher assignment monitoring and review process for Fiscal Year 2020/2021 was postponed until August 1, 2021, and concluded November 1, 2021. Currently, there is no data to report. This column typically represents the number of classes (with 20 percent or more English Learners) with a teacher identified during the review without a proper English Learners Authorization.

**Total “Emergency Repair” Facility Deficiencies** – The total number of facility deficiencies identified as emergency repair issues at the time of the site visit.



**Total Enrollment** – Total enrollment figures for districts overall and individual schools based on the California Department of Education’s Fiscal Year 2020/2021 DataQuest District and School Enrollment Reports.

**Total “Good Repair” Facility Deficiencies** – The total number of facility deficiencies identified as good repair issues at the time of the site visit.

**Total Schools** – Total number of schools in each district based on the California Department of Education’s Fiscal Year 2020/2021 DataQuest District and School Enrollment Reports.

**Williams Settlement** – The American Civil Liberties Union filed *Williams v. California* on behalf of the plaintiffs (nearly 100 students from San Francisco County) as a class action lawsuit against the State of California and its educational agencies. The basis of the lawsuit was that public school agencies failed to provide public school students with equal access to instructional materials, safe and clean school facilities, and qualified teachers. The issues of equity for disadvantaged and minority students, particularly in large and urban school districts, were the crux of the case.

The *Williams* Lawsuit Settlement was reached and enacted into law in August 2004. County superintendents must annually review and report on Deciles 1-3 schools (currently based on statewide rankings from the 2012 Base Academic Performance Index) for the following:

- **Instructional Materials**—All students, including English Learners, must have sufficient access to standards-aligned instructional materials or textbooks in all core subject areas for use in class and at home.
- **Facilities**—All schools must be safe, clean, and in good repair.
- **Teacher Credentialing and Assignment**—All schools must have teachers that are appropriately certificated for their specific teaching assignment, including English Learner Authorization.
- **Public Reporting**—All schools must include information on the sufficiency of instructional materials, repair of school facilities, and teacher misassignments and vacancies in their School Accountability Report Card (SARC). Additionally, all schools must post a notice in each classroom informing parents and guardians of their right to file a Uniform Complaint regarding instructional materials sufficiency, facilities repair, and teacher vacancy or misassignments.

*Note: All schools, regardless of decile ranking, must adhere to Williams requirements.*