



CHINO VALLEY
UNIFIED SCHOOL DISTRICT

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

BOARD OF EDUCATION

AGENDA

April 6, 2023

BOARD OF EDUCATION

Donald L. Bridge

Andrew Cruz

Jonathan Monroe

James Na

Sonja Shaw

Maya King, Student Representative

SUPERINTENDENT

Norm Enfield, Ed.D.

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
District Board Room – 5130 Riverside Drive, Chino, CA 91710
4:00 p.m. – Closed Session • 6:00 p.m. – Regular Meeting
April 6, 2023

AGENDA

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

The meeting is live streamed on the District's YouTube channel at https://www.youtube.com/channel/UCWKinB4PTb_uskobmwBF8pw.

I. OPENING BUSINESS

I.A. CALL TO ORDER – 4:00 P.M.

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

Discussion and possible action (times are approximate):

- a. Student Discipline Matters (Education Code 35146, 48918 (c) & (j)); Expulsion cases 22/23-45 and 22/23-48. (60 minutes)
- b. Public Employee Performance Evaluation (Government Code 54957); Superintendent. (60 minutes)

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

1. Report Closed Session Action
2. Pledge of Allegiance

I.C. RECOGNITIONS

1. FFA State Officer: Sydney Marich, Don Lugo HS
2. California Distinguished School: Hidden Trails ES

I.D. COMMENTS FROM STUDENT REPRESENTATIVE

I.E. COMMENTS FROM EMPLOYEE REPRESENTATIVES

Proceedings of this meeting are recorded.

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

I.G. CHANGES AND DELETIONS

II. ACTION

II.A. ADMINISTRATION

II.A.1. Resolution 2022/2023-43, In Support of Assembly Bill 1314, Parental Notification
Page 8
Board member Sonja Shaw recommends the Board of Education adopt Resolution 2022/2023-43, In Support of Assembly Bill 1314, Parental Notification.

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

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 Frank Elder and Joe Murillo
Page 10
Recommend the Board of Education conduct a public hearing to receive community input on the request to name or dedicate a facility at Chino HS after Frank Elder and Joe Murillo.

Open Hearing _____
Close Hearing _____

II.B.2. Public Hearing on the Request to the California Department of Education for a Waiver of Certain Procedural Requirements of the Education Code Related to the Potential Sale of Surplus Real Property and Adoption of Resolution 2022/2023-36, Authorization to Seek a California Department of Education Waiver of Certain Procedures for the Sale of Surplus Real Property
Page 11

Open Hearing _____
Close Hearing _____

Recommend the Board of Education:
a) Conduct a public hearing on the request to the California Department of Education for a waiver of certain procedural requirements of the education code related to the potential sale of surplus real property; and

b) Adopt Resolution 2022/2023-36, Authorization to Seek a California Department of Education Waiver of Certain Procedures for the Sale of Surplus Real Property.

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

III. CONSENT

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

III.A. ADMINISTRATION

III.A.1. Minutes of the March 16, 2023 Regular Meeting

Page 19 Recommend the Board of Education approve the minutes of the March 16, 2023 regular meeting.

III.B. BUSINESS SERVICES

III.B.1. Warrant Register

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

III.B.2. Fundraising Activities

Page 28 Recommend the Board of Education approve/ratify the fundraising activities.

III.B.3. Donations

Page 31 Recommend the Board of Education accept the donations.

III.B.4. Legal Services

Page 33 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 Cases 22/23-45 and 22/23-48

Page 34 Recommend the Board of Education approve student expulsion cases 22/23-45 and 22/23-48.

III.C.2. School Sponsored Trip

Page 35 Recommend the Board of Education approve/ratify the school-sponsored trip for Ayala HS.

III.C.3. Arts, Music, and Instructional Materials Discretionary Block Grant

Page 36 Recommend the Board of Education approve the Arts, Music, and Instructional Materials Discretionary Block Grant.

III.D. FACILITIES, PLANNING, AND OPERATIONS

III.D.1. Purchase Order Register

Page 38 Recommend the Board of Education approve/ratify the purchase order register, provided under separate cover.

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

Page 39 Recommend the Board of Education approve/ratify the Agreements for Contractor/Consultant Services.

III.D.3. Surplus/Obsolete Property

Page 45 Recommend the Board of Education declare the District property surplus/obsolete and authorize staff to sell/dispose of said property.

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

Page 49 Recommend the Board of Education approve the Notice of Completion for CUPCCAA Projects.

III.D.5. Notice of Completion for Bid No. 22-23-03F, Classroom Preparation for Viewsonics—Group 5

Page 51 Recommend the Board of Education approve the Notice of Completion for Bid No. 22-23-03F, Classroom Preparation for ViewSonics—Group 5.

III.D.6. Notice of Completion for Bid No. 22-23-05F, Ayala HS and Chino HS Track Resurfacing Project

Page 52 Recommend the Board of Education approve the Notice of Completion for Bid No. 22-23-05F, Ayala HS and Chino HS Track Resurfacing Project.

III.D.7. Change Order and Notice of Completion for Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 02-01)

Page 53 Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 02-01).

III.D.8. Change Order and Notice of Completion for Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 22-01)

Page 59 Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 22-01).

III.D.9. Change Order for Bid No. 22-23-08F, Preserve II School—New Construction (BP 26-01)

Page 66 Recommend the Board of Education approve the Change Order for Bid No. 22-23-08F, Preserve II School—New Construction (BP 26-01).

III.D.10. Process on the Naming of Preserve School #2
Page 69 Recommend the Board of Education approve the process on the naming of Preserve School #2.

III.D.11. Resolutions 2022/2023-37, 2022/2023-38, 2022/2023-39, 2022/2023-40, 2022/2023-41, and 2022/2023-42, Authorization to Utilize Piggyback Contracts
Page 70 Recommend the Board of Education adopt Resolutions 2022/2023-37, 2022/2023-38, 2022/2023-39, 2022/2023-40, 2022/2023-41, and 2022/2023-42, Authorization to Utilize Piggyback Contracts.

III.E. HUMAN RESOURCES

III.E.1. Certificated/Classified Personnel Items
Page 84 Recommend the Board of Education approve/ratify the certificated/classified personnel items.

III.E.2. Education Affiliation Agreement with Pacific College of Nursing
Page 91 Recommend the Board of Education approve the Education Affiliation Agreement with Pacific College of Nursing.

IV. INFORMATION

IV.A. ADMINISTRATION

IV.A.1. First Amended Reimbursement Agreement Between the Chino Valley Unified School District and the Ronald Reagan Charter School Alliance for Overallocated Space
Page 97 Recommend the Board of Education receive for information the First Amended Reimbursement Agreement Between the Chino Valley Unified School District and the Ronald Reagan Charter School Alliance for Overallocated Space.

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

IV.B.1. 2022/2023 First Semester Student Expulsion Report
Page 105 Recommend the Board of Education receive for information the 2022/2023 First Semester Student Expulsion Report.

IV.B.2. Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for January Through March 2023
Page 109 Recommend the Board of Education receive for information the Williams Settlement Legislation Quarterly Uniform Report Summary for January through March 2023.

V. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

VI. ADJOURNMENT

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

Date posted: March 31, 2023

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: April 6, 2023
TO: Members, Board of Education
FROM: Sonja Shaw, President, Board of Education
**SUBJECT: RESOLUTION 2022/2023-43, IN SUPPORT OF ASSEMBLY BILL 1314,
PARENTAL NOTIFICATION**

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BACKGROUND

On March 13, 2023, Assemblyman Bill Essayli announced Assembly Bill (AB) 1314, which will require schools to notify parents if their child identifies as transgender. AB 1314 states in part that if a child requests to be publicly addressed by a gender pronoun other than their sex at birth, or to use facilities of a different gender, a parent must be notified. Assemblyman Essayli remarked that *“public policy should never presume a parent does not have the best interest for their child; however, policies at schools across the state do just that. My bill will reset the appropriate relationship between educators and parents, and reaffirm that children are the domain of their parents, not the government.”*

The Board of Education strives to foster trust between the District and parents and guardians of its students. To that end, the Board supports the inherent rights of parents and guardians to be informed of all aspects of their child’s education to promote the best outcomes.

President Shaw submitted this agenda item in accordance with Board Bylaw 9322—Agenda/Meeting Materials.

RECOMMENDATION

Board member Sonja Shaw recommends the Board of Education adopt Resolution 2022/2023-43, In Support of Assembly Bill 1314, Parental Notification.

FISCAL IMPACT

None.

SS:pk

**CHINO VALLEY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 2022/2023-43
IN SUPPORT OF ASSEMBLY BILL 1314, PARENTAL NOTIFICATION**

WHEREAS, the Chino Valley Unified School District, serves the families of approximately 25,645 students in thirty-six schools within the cities of Chino, Chino Hills, and south Ontario in southwestern San Bernardino County; and

WHEREAS, the Board of Education affirms its commitment to the rights of parents to be involved in their child’s academic education and any other matters related to their child’s free appropriate public education; and

WHEREAS, Section 51101 of the Education Codes affords certain rights to California public school parents, and states in part to be *mutually supportive and respectful partners*; and

WHEREAS, parents are the best able to support their child in decisions that could impact the health and well-being of their child; and

WHEREAS, the Board of Education believes that the success of children begins by supporting fundamental parental rights in educational institutions, and that the best path toward academic and social emotional success for students comes from promoting strong bonds of communication between parents, students, and schools; and

WHEREAS, the Board of Education believes in fostering trust between schools and parents and guardians by direct communication and involving parents.

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of the Chino Valley Unified School District supports Assembly Bill 1314, Parental Notification.

BE IT FINALLY RESOLVED that the Superintendent of the Chino Valley Unified School District is directed to transmit this Resolution to: Governor Gavin Newsom; California State Legislators and AB 1314 authors Assemblymember Bill Essayli and John Gallagher; State Assemblymember (District 53) Freddie Rodriguez; State Senate (District 22) Senator Susan Rubio; the California Legislature Position Letter Portal; and the California State Assembly Committee on Education.

APPROVED, PASSED, AND ADOPTED this 6th day of April 2023 at a regular meeting of the Board of Education by the following vote:

Bridge	_____
Cruz	_____
Monroe	_____
Na	_____
Shaw	_____

Sonja Shaw, President

Andrew Cruz, Clerk

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: April 6, 2023
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations
SUBJECT: PUBLIC HEARING TO RECEIVE COMMUNITY INPUT ON THE REQUEST TO NAME OR DEDICATE A FACILITY AT CHINO HS AFTER FRANK ELDER AND JOE MURILLO

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BACKGROUND

At the February 2, 2023 Board meeting, Board President Sonja Shaw, requested consideration to name the new basketball court in the Mark Hargrove Memorial gymnasium at Chino HS, after Frank Elder and Joe Murillo.

In accordance with Board Policy 7310, Naming of Facilities:

1. Beginning February 17, 2023, the public was notified through the local news media, the District’s social media accounts and the District website of a 30-day window to submit comments and recommendations on this request.
2. Upon the conclusion of the 30-day window, at the next regularly scheduled board meeting, the Board shall hold a public hearing on the proposed name or facility dedication and entertain public comments.
3. At the following regularly scheduled Board meeting, the item shall come before the Board; the Board will again entertain public comments and take action on the item.

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

RECOMMENDATION

It is recommended the Board of Education conduct a public hearing to receive community input on the request to name or dedicate a facility at Chino HS after Frank Elder and Joe Murillo.

FISCAL IMPACT

None.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: April 6, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations

SUBJECT: **PUBLIC HEARING ON THE REQUEST TO THE CALIFORNIA DEPARTMENT OF EDUCATION FOR A WAIVER OF CERTAIN PROCEDURAL REQUIREMENTS OF THE EDUCATION CODE RELATED TO THE POTENTIAL SALE OF SURPLUS REAL PROPERTY AND ADOPTION OF RESOLUTION 2022/2023-36, AUTHORIZATION TO SEEK A CALIFORNIA DEPARTMENT OF EDUCATION WAIVER OF CERTAIN PROCEDURES FOR THE SALE OF SURPLUS REAL PROPERTY**

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BACKGROUND

The Chino Valley Unified School District owns a 6.5-acre parcel of property, more commonly known as the Galstian property in Chino Hills. This property has been declared as surplus by the Board of Education and staff has been authorized to proceed with the sale of the property.

The District is seeking the waiver of various provisions of the California Education Code relating to the sale or lease of real property, which would otherwise require a rigid bid/auction process. Obtaining the waiver would allow the District the flexibility to consider proposals for the property and maximize proceeds from its disposition, without undermining the basic intent of the law. California Education Code Sections 33050-33053 permit the California Department of Education to waive most, but not all, Education Code sections or the California Code of Regulations Title 5 (5CCR).

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

RECOMMENDATION

It is recommended the Board of Education:

- a) Conduct a public hearing on the request to the California Department of Education for a waiver of certain procedural requirements of the education code related to the potential sale of surplus real property; and

- b) Adopt Resolution 2022/2023-36, Authorization to Seek a California Department of Education Waiver of Certain Procedures for the Sale of Surplus Real Property.

FISCAL IMPACT

None.

NE:GJS

**Chino Valley Unified School District
Resolution 2022/2023-36
Authorization to Seek a California Department of Education Waiver of Certain
Procedures for the Sale of Surplus Real Property**

WHEREAS, the Chino Valley Unified School District ("District") is the owner of certain real property located south of the intersection of Soquel Canyon Parkway and Butterfield Ranch Road in the City of Chino Hills, bearing Assessor's Parcel Number 1017-231-34 (the "Galstian Property");

WHEREAS, on January 5, 2012 the Board voted to convene a "7/11" District Advisory Committee ("Committee") pursuant to Education Code section 17387 et seq. to advise the District's Board of Education ("Board") regarding the use or disposition of excess school facilities or surplus space;

WHEREAS, the Committee held five public meetings from July 2012 through February 2013 and two public hearings in November 2012 to discuss the possible disposition of District surplus properties and corresponding priority uses and prepared a report with its recommendations to the Board;

WHEREAS, the Committee submitted a final report to the Board on February 21, 2013, recommending that the Board sell the Galstian Property;

WHEREAS, the Board accepted the report on March 7, 2013, formally declaring the Galstian Property to be surplus and directing that the Galstian Property be sold;

WHEREAS, the Board intends to seek a waiver from the State Board of Education of specified sections of the Education Code to allow the District to utilize a flexible request for proposals process in order to maximize the return on the sale of the Galstian Property;

WHEREAS, the District provided notice of a public hearing on the waiver by posting a notice on the District's website with the time, date, location, and subject of the hearing on March 16, 2023, and by publishing the notice in the Inland Valley Daily Bulletin newspaper on March 21, 2023;

WHEREAS, a true and correct copy of the language proposed to be waived is attached hereto as Exhibit "A" and incorporated herein by this reference;

WHEREAS, prior to the Board meeting on April 6, 2023, the District consulted with its employee bargaining units regarding the waiver;

WHEREAS, at its meeting on April 6, 2023, the Board held a public hearing to obtain input from the public and the community regarding the proposed waiver.

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

Section 1. All of the recitals set forth above are true and correct.

Section 2. The Board hereby authorizes and directs the Superintendent or his designee to take all steps necessary to submit the waiver to the State Board of Education for approval.

Section 3. 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 seek the waiver, 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 4. This Resolution shall take effect immediately upon approval of the Board.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 6th day of April 2023 by the following vote:

Bridge	_____
Cruz	_____
Monroe	_____
Na	_____
Shaw	_____

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

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

Exhibit A
Strike-Out Language

The Chino Valley Unified School District desires to waive the following sections and portions of the Education Code in brackets below.

EC 17455. The governing board of any school district may sell any real property belonging to the school district or may lease for a term not exceeding 99 years, any real property, together with any personal property located thereon, belonging to the school district which is not or will not be needed by the district for school classroom buildings at the time of delivery of title or possession. The sale or lease may be made without first taking a vote of the electors of the district, [*and shall be made in the manner provided by this article.*]

Rationale: The language indicating that the sale of the property is to be made in the manner provided by this article is to be waived since the District is asking that several provisions of the article be waived and consequently, the sale will not be made in the manner provided in Article 4.

EC 17466. Before ordering the sale or lease of any property the governing board, in a regular open meeting, by a two-thirds vote of all its members, shall adopt a resolution, declaring its intention to sell or lease the property, as the case may be. The resolution shall describe the property proposed to be sold or leased in such manner as to identify it [*and shall specify the minimum price or rental and the terms upon which it will be sold or leased*] and the commission, or rate thereof, if any, which the board will pay to a licensed real estate broker [*out of the minimum price or rental. The resolution shall fix a time not less than three weeks thereafter for a public meeting of the governing board to be held at its regular place of meeting, at which sealed proposals to purchase or lease will be received and considered.*]

Rationale: The stricken language to be waived provides for the governing board to establish a minimum price and receive sealed proposals for the purchase of the property at an identified meeting of the District's governing board. The District is requesting that the requirement of sealed proposals to purchase the property be waived, allowing the District to negotiate the sale of the former school site with an interested purchaser. As the District cannot predict in advance the timing of negotiations with interested purchasers, it cannot at the time of adopting the resolution contemplated by this Section 17466 know when proposals must be brought back to the governing board for consideration. The District intends to utilize the services of a broker to advertise and solicit proposals for the purchase of the former school site, and bring proposals to the governing board when necessary to consider the approval of a sale.

EC 17468. If, in the discretion of the board, it is advisable to offer to pay a commission to a licensed real estate broker who is instrumental in obtaining any proposal, the commission shall be specified in the resolution. No commission shall be paid unless there is contained in or with the [*sealed*] proposal [*or stated in or with the oral bid,*] which is finally accepted, the name of the licensed real estate broker to whom it is to be paid, and the amount or rate thereof. Any commission shall, however, be paid only out of money received by the board from the sale or rental of the real property.

Rationale: The stricken language to be waived provides for the District to receive sealed proposals and oral bids to purchase the property at an identified meeting of the District's governing board. The District is requesting that the requirement of sealed proposals and oral bidding to purchase the property be waived, allowing the District to negotiate the sale of the former school site with an interested purchaser.

EC 17469. Notice of the adoption of the resolution [*and of the time and place of holding the meeting*] shall be given by posting copies of the resolution signed by the board or by a majority thereof in three public places in the district, [*not less than 15 days before the date of the meeting,*] and by publishing the notice not less than once a week for three successive weeks [*before the meeting*] in a newspaper of general circulation published in the county in which the district or any part thereof is situated, if any such newspaper is published therein.

Rationale: The stricken language to be waived assumes that the Board would be setting a specific meeting to receive proposals for the purchase of the former school site. Such a requirement, however, will be removed pursuant to the language stricken within EC Section 17466. As modified, the District would still be required to provide notice of its adoption of a resolution of intent to sell the property, but the posting of that resolution and notice in a newspaper would no longer be tied to an established date to receive proposals.

EC 17470. (a) The governing board of a school district that intends to sell real property pursuant to this article shall take reasonable steps to ensure that the former owner from whom the district acquired the property receives notice [of the public meeting prescribed by Section 17466,] in writing, by certified mail, [*at least 60 days prior to the meeting.*] (b) The governing board of a school district shall not be required to accord the former owner the right to purchase the property at the tentatively accepted highest bid price nor to offer to sell the property to the former owner at the tentatively accepted highest bid price.

Rationale: The stricken language to be waived assumes that the Board would be setting a specific meeting to receive proposals for the purchase of the former school site. Such a requirement, however, will be removed pursuant to the language

stricken within *EC* Section 17466. As modified, the District would still be required to take reasonable steps to provide notice to the former owner, but the provision of such notice would no longer be tied to an established date to receive proposals.

EC 17472. *[At the time and place fixed in the resolution for the meeting of the governing body, all sealed]* proposals which have been received shall, in public session, be *[opened,]* examined, and declared by the board. Of the proposals submitted which conform to all terms and conditions specified in the resolution of intention to sell or to lease and which are made by responsible bidders, the proposal which is the highest, after deducting therefrom the commission, if any, to be paid a licensed real estate broker in connection therewith, shall be finally accepted, *[unless a higher oral bid is accepted]* or the board rejects all bids.

Rationale: The stricken language to be waived provides for the District to receive and open sealed proposals and oral bids to purchase the property at an identified meeting of the District's governing board. The District is requesting that the requirement of sealed proposals and oral bidding to purchase the property be waived, allowing the District to negotiate the sale of the former school site with an interested purchaser.

EC 17473. *[Before accepting any written proposal, the board shall call for oral bids. If, upon the call for oral bidding, any responsible person offers to purchase the property or to lease the property, as the case may be, upon the terms and conditions specified in the resolution, for a price or rental exceeding by at least 5 percent, the highest written proposal, after deducting the commission, if any, to be paid a licensed real estate broker in connection therewith, then the oral bid which is the highest after deducting any commission to be paid a licensed real estate broker, in connection therewith, which is made by a responsible person, shall be finally accepted. Final acceptance shall not be made, however, until the oral bid is reduced to writing and signed by the offeror].*

Rationale: The entire section is to be waived because the District, in negotiating an agreement to sell the former school site, will not be accepting oral bids.

EC 17474. *[In the event of a sale on a higher oral bid to a purchaser procured by a licensed real estate broker, other than the broker who submitted the highest written proposal, and who is qualified as provided in Section 17468 of this code, the board shall allow a commission on the full amount for which the sale is confirmed. One-half of the commission on the amount of the highest written proposal shall be paid to the broker who submitted it, and the balance of the commission on the purchase price to the broker who procured the purchaser to whom the sale was confirmed.]*

Rationale: The entire section is to be waived because the District, in negotiating an agreement to sell the former school site, will not be accepting oral bids.

EC 17475. The final acceptance by the governing body may be made [*either at the same session or*] at any [*adjourned*] session [*of the same meeting held within the 10 days next following.*]

Rationale: Modification of the section would remove the requirement that the governing board accept a proposal at the same meeting received, and would instead allow the governing board to consider proposals received and, as desired and appropriate, direct further negotiation.

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
March 16, 2023

MINUTES

I. OPENING BUSINESS

I.A. CALL TO ORDER – 5:00 P.M.

1. Roll Call

President Shaw called to order the regular meeting of the Board of Education, Thursday, March 16, 2023, at 5:00 p.m. with Bridge, Cruz, Monroe, Na, and Shaw present.

Administrative Personnel

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

2. Public Comment on Closed Session Items

None.

3. Closed Session

President Shaw adjourned to closed session at 5:00 p.m. regarding student discipline matters; public employee appointment: procurement coordinator, and assistant principal junior high school; and public employee performance evaluation: Superintendent.

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

1. Report Closed Session Action

President Shaw reconvened the regular meeting of the Board of Education at 6:00 p.m. with Bridge, Cruz, Monroe, Na, and Shaw present. The Board met in closed session from 5:00 p.m. to 5:58 p.m. regarding student discipline matters; public employee appointment: procurement coordinator, and assistant principal junior high school; and public employee performance evaluation: Superintendent.

The Board appointed Lynette Varney as Procurement Coordinator effective March 17, 2023, by a unanimous vote (5-0) with Bridge, Cruz, Monroe, Na, and Shaw voting yes. No further action was taken that required public disclosure.

2. Pledge of Allegiance

Tilly Kakuk, Chino HS student, led the Pledge of Allegiance.

I.C. PRESENTATION

1. Chino High School Wrestling Team: 2023 CIF Champions

President Shaw presented certificates of recognition to coaches and wrestlers from the Chino HS wrestling team.

I.D. COMMENTS FROM STUDENT REPRESENTATIVE

Maya King congratulated the Chino HS wrestling team; said some students from Chino HS attended the San Bernardino County Superintendent's Student Advisory Council meeting; spoke about the pool facility usage/problem at Chino HS and Don Lugo HS; and invited Board members to see the concerns she raised.

I.E. COMMENTS FROM EMPLOYEE REPRESENTATIVES

Danny Hernandez, CSEA President, congratulated Chino HS's wrestling team for their CIF championship; announced that CSEA will be holding a car show May 13 at the District office; said that he has been getting calls and questions regarding staffs' job duties; said Chino Valley is competing with other school districts for employees; spoke about vacancy numbers growing, and applicant shortages; and said CVUSD needs to do better to retain employees.

Barbara Bearden, CHAMP President, commended maintenance staff for their taking care of our District facilities throughout the rainy season; spoke about chronic absenteeism and said that illness is the only reason children should be absent; spoke about the school year coming to an end; and said spring break is March 27 through March 31.

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

The following individuals addressed the Board: Glory Ciccarelli regarding Black History month becoming sparser; Ann Malane regarding AB 1314, protecting parent rights; Misty regarding school violence, behavioral problems, and lack of SRO involvement; and Julissa regarding high school and middle school safety and lack of documentation regarding complaints.

I.G. CHANGES AND DELETIONS

The following changes and deletions were read into the record: Item III.E.1., Certificated/Classified Personnel Items, under Release of Employee without Prejudice, deleted Employee 29017, effective February 27, 2023; and under Resignation, added the name Danielle Seibert, Paraprofessional II, Marshall ES, effective February 27, 2023. There were no further changes or deletions.

II. ACTION**II.A. BUSINESS SERVICES****II.A.1. 2022/2023 Second Interim Financial Report**

Moved (Na) seconded (Cruz) carried unanimously (5-0) to approve the 2022/2023 Second Interim Financial Report and authorized the President of the Board of Education and the Superintendent to sign the positive Certification of Financial Condition for the current and two subsequent fiscal years. Student representative voted yes.

II.B. FACILITIES, PLANNING, AND OPERATIONS**II.B.1. Transportation Plan**

Moved (Na) seconded (Cruz) carried unanimously (5-0) to approve the transportation plan. Student representative voted yes.

III. CONSENT

Moved (Cruz) seconded (Na) carried unanimously (5-0) to approve the consent items, as amended. Student representative voted yes.

III.A. ADMINISTRATION**III.A.1. Minutes of the March 2, 2023 Regular Meeting**

Approved the minutes of the March 2, 2023 regular meeting.

III.B. BUSINESS SERVICES**III.B.1. Warrant Register**

Approved/ratified the warrant register.

III.B.2. Fundraising Activities

Approved/ratified the fundraising activities.

III.B.3. Donations

Accepted the donations.

III.B.4. Legal Services

Approved payment for legal services to the law office of Atkinson, Andelson, Loya, Ruud, & Romo.

III.C. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT**III.C.1. Student Expulsion Cases 22/23-43 and 22/23-47**

Approved student expulsion cases 22/23-43 and 22/23-47.

III.C.2. School Sponsored Trips

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

III.C.3. Textbook Adoption for World Language Courses

Adopted the following instructional materials for the textbook adoption for world language courses: **Course Level – Spanish 1 a)** Vista Higher Learning. *Descubre Level 1*. Blanco. 2022. Replaces: Prentice Hall. *Realidades 1*. Boyles. 2004. **Course Level – Spanish 2 b)** Vista Higher Learning. *Descubre Level 2*. Blanco. 2022. Replaces: Prentice Hall. *Realidades 2*. Boyles. 2004. **Course Level – Spanish 3 c)** Vista Higher Learning. *Descubre Level 3*. Blanco. 2022. Replaces: Prentice Hall. *Realidades 3*. Boyles. 2004. **Course Level – Spanish 3 H d)** Vista Higher Learning. *Descubre 3 Level 3*. 2022. Replaces: Vista Higher Learning. *Descubre 3*. Blanco. 2017. **Course Level – Span/Span 1 e)** Carnegie Learning. *En Voz Alta Level 1*, Herrera, et al. 2023. Replaces: Prentice Hall. *Realidades 1*. Boyles. 2004. **Course Level – Span/Span 2H f)** Carnegie Learning. *En Voz Alta Level 2*. Paula Hidalgo and Janet Boring 2023. Replaces: Holt, Rinehart and Winston. *Nuevas Vistas Dos*. Holt. Rinehart. Winston. 2003. **Course Level – AP Spanish 4 g)** Vista Higher Learning. *Temas 3*. Draggett. 2024.; Vista Higher Learning. *AP Spanish Exam Preparation*. Draggett. 2024. Replaces: Vista Higher Learning. *Temas AP Spanish Language and Culture*. Ehram. 2014. **Course Level – AP Spanish 5 h)** Vista Higher Learning. *Intrigas 3*. Courtad, et al. 2021. Replaces: Houghton Mifflin Harcourt. *Ampliando Perspectivas*. Bowen. 2013. **Course Level – French 1 i)** Vista Higher Learning. *D'accord Level 1*. Blanco. 2024. Replaces: EMC/Paradigm. *C'est A'Toi! – Level 1*. Fawbush. 2002. **Course Level – French 2 j)** Vista Higher Learning. *D'accord Level 2*. Blanco. 2024. Replaces: EMC/Paradigm. *C'est A'Toi! – Level 2*. Fawbush. 2002. **Course Level – French 3H k)** Vista Higher Learning. *D'accord Level 3*. Blanco. 2024. Replaces: Vista Higher Learning. *D'accord Level 3*. Blanco. 2015. **Course Level – AP French 4 I)** Vista Higher Learning. *Themes 2*. Kurbegov, et al. 2022. Vista Higher Learning. *AP French Exam Preparation*. Parthena Draggett and Geraldine Touzeau. 2022. Replaces: Vista Higher

Learning. *Themes AP French Language and Culture*. Draggett. 2016. **Course Level – Mandarin 1 m)** Cheng & Tsui Company. *Go Far with Chinese Level 1*. Jin. 2022. Replaces: Joint Publishing. *Chinese Made Easy 1*. Ma. 2001. **Course Level – Mandarin 2 n)** Cheng & Tsui Company. *Go Far with Chinese Level 2*. Jin. 2022. Replaces: Joint Publishing. *Chinese Made Easy 2*. Ma. 2006. **Course Level – Mandarin 3H o)** Cheng & Tsui Company. *Go Far with Chinese Level 3*. Jin. 2022. Replaces: EMC/Paradigm Publishing. *Zhen Bang! 3*. Wong. 2014. **Course Level – AP Mandarin 4 p)** Cheng & Tsui Company. *Integrated Chinese Levels 3-4*. Liu, et al. 2018. Replaces: EMC/Paradigm Publishing. *Zhen Bang! 3*. Wong. 2013. **Course Level – Japanese 1 q)** Japanese Times Publishing. *Genki 1*. Banno. 2020. Replaces: Cheng & Tsui. *Adventure in Japanese 1*. Peterson. 1998. **Course Level – Japanese 2 r)** Japanese Times Publishing. *Genki 1*. Banno. 2020. Replaces: Cheng & Tsui. *Adventure in Japanese 2*. Peterson. 2004. **Course Level – Japanese 3H s)** Japanese Times Publishing. *Genki 2*. Banno. 2020. Replaces: Japanese Times Publishing. *Genki Level 2*. Banno. 2004. **Course Level – AP Japanese t)** Japanese Times Publishing. *Genki 2*. Banno. 2020. Replaces: EMC/Paradigm Publishing. *Zhen Bang! 3*. Wong. 2014.

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. Change Order and Notice of Completion for Bid No. 20-21-09F, Chino HS Reconstruction Offsite Improvements (BP 2)

Approved the Change Order and Notice of Completion for Bid No. 20-21-09F, Chino HS Reconstruction Offsite Improvements (BP 2).

III.D.4. Change Order and Notice of Completion for Bid No. 20-21-09F, Chino HS Reconstruction Offsite Improvements (BP 3)

Approved the Change Order and Notice of Completion for Bid No. 20-21-09F, Chino HS Reconstruction Offsite Improvements (BP 3).

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

Approved the Notice of Completion for CUPCCAA Projects.

III.D.6. Change Order and Notice of Completion for Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 05-01)

Approved the Change Order and Notice of Completion for Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 05-01).

III.D.7. Change Order and Notice of Completion for Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 09-01)

Approved the Change Order and Notice of Completion for Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 09-01).

III.D.8. Change Order and Notice of Completion for Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 09-04)

Approved the Change Order and Notice of Completion for Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 09-04).

III.D.9. Change Order and Notice of Completion for Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 10-01)

Approved the Change Order and Notice of Completion for Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 10-01).

III.D.10. Change Order and Notice of Completion for Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 23-01)

Approved the Change Order and Notice of Completion for Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 23-01).

III.D.11. Award of Bid No. 22-23-27F, New District Office Test Kitchen and Break Room Equipment—Rebid

Approved the Award of Bid No. 22-23-27F, New District Office Test Kitchen and Break Room Equipment—Rebid.

III.D.12. Revision of Board Policy 7310—Naming of Facility

Approved the revision of Board Policy 7310—Naming of Facility.

III.E. HUMAN RESOURCES

III.E.1. Certificated/Classified Personnel Items

Approved/ratified the certificated/classified personnel items, as amended.

III.E.2. Rejection of Claim

Rejected the claim and referred it to the District’s insurance adjuster.

III.E.3. Student Teaching Agreement with Los Angeles Pacific University

Approved the Student Teaching Agreement with Los Angeles Pacific University.

IV. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

Don Bridge wished everyone a happy St. Patrick's day; said he attended Wickman ES's multicultural event on March 3; attended the Stepping Up program at Chino HS; attended Chino HS's WASC visiting committee reception on Sunday; attended the Chino HS dedication of the new gym named after Mark Hargrove; attended the Chino Hills Parks and Recreation Commission meeting where it was announced that the City Council approved the teen advisory board; said students will return to school on April 3 after spring break; and mentioned that week is important to parts of the religious community including his, and that due to a church service on Thursday night (April 6) he will only be in closed session, and leaving thereafter.

James Na acknowledged parent concerns regarding student safety at Chino HS and Townsend JHS; spoke about the swimming pools concerns and staff provided a brief update; said he attended the Stepping Up program; and thanked President Shaw for her leadership.

Andrew Cruz said he agreed with the parent commenting on student safety at Chino Hills HS; said concerns are being addressed and changes are being made; requested that an item be placed on the agenda regarding AB 1314; said he attended the Mark Hargrove gym dedication and Stepping Up program; and read a portion of the book titled *It's a Wonderful Life of Things You Will Be* and donated it to Rhodes ES.

Jonathan Monroe commended Wickman ES for the multicultural event; said that he also attended the Stepping Up program coordinated by the soroptimist; thanked Chino Hills council for approving the teen advisory board; spoke about his visit to the Boys Republic campus; thanked school principals for showing him around Marshall ES and Chino Hills HS campuses; spoke about the safety concerns at Chino Hills HS; said he had the opportunity to attend a boosters meeting at Don Lugo HS and commented on the positive work they do to support the many programs; visited Litel ES and Oak Ridge ES; spoke about the Odyssey of the Mind program; and said he is looking forward to visiting more campuses.

Superintendent Enfield announced that senior scholarship applications are available on the District website and that Monday is the Julie Gobin Memorial Hit the Greens for Scholarships event, which supports the scholarships.

President Shaw thanked speakers for sharing their concerns regarding school fights; said that she and Board member Monroe have visited the campus; spoke about the importance of parental engagement and said we need to be able to do better to reach out; spoke about the need for communication and working together as partners; thanked the city of Chino Hills and Mr. Bennett for their support and action; thanked staff for filling in for substitute security positions; said she supports Mr. Cruz’s request for a resolution regarding AB 1314; said she is working with a city council member to schedule a meeting with an assembly member to go over opposing the HPV vaccine (AB 659) and wants a resolution in that regard; spoke about the Stepping Up event she attended; commended Chino HS’s custodian for the work she did to help the event be successful; said she attended Chino HS’s WASC visitation; attended the Mark Hargrove gym dedication; attended Wickman ES’s multicultural event; thanked Oak Ridge ES, Townsend JHS, Glenmeade ES, Woodcrest JHS, Liberty ES, Dickey ES, Hidden Trails ES, Country Springs ES, and Canyon Hills JHS for hosting her and Dr. Enfield on their campus visits; and said to let the Board know when someone has done something amazing.

V. ADJOURNMENT

President Shaw adjourned the regular meeting of the Board of Education at 7:04 p.m.

Sonja Shaw, President

Andrew Cruz, Clerk

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: April 6, 2023
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

\$8,032,889.23 to all District funding sources.

NE:SHC:LP:if

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: April 6, 2023
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
Liz Pensick, Director, Fiscal Services
SUBJECT: FUNDRAISING ACTIVITIES

=====

BACKGROUND

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

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

RECOMMENDATION

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

FISCAL IMPACT

None.

NE:SHC:LP:if

CHINO VALLEY UNIFIED SCHOOL DISTRICT
April 6, 2023

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Cortez ES</u>		
PFA	Chuck E. Cheese Family Night	4/10/23
PFA	Pacific Fundraising	4/10/23 - 4/24/23
<u>Rhodes ES</u>		
PEP Club	Belonging Festival - Cali Sweets	4/11/23
PEP Club	Belonging Festival - Kona Ice	4/11/23
PEP Club	Belonging Festival - Salt N' Pepper	4/11/23
PEP Club	Jog-A-Thon	5/5/23
<u>Briggs K-8</u>		
PFA	Cookie Co.	4/7/23 - 5/25/23
PFA	Kona Ice	4/7/23 - 5/25/23
PFA	Krispy Kreme Donuts	4/7/23 - 5/25/23
PFA	Juice It Up!	5/1/23 - 5/25/23
<u>Townsend JHS</u>		
Music Boosters	See's Candies	4/7/23 - 4/14/23
Music Boosters	Open House Pizza Dinner	4/19/23
<u>Woodcrest JHS</u>		
ASB - General	Penny Wars	4/17/23 - 4/28/23
<u>Ayala HS</u>		
ASB - Find Kind Club	7 Leaves Café	4/7/23
ASB - Bulldog Times	Think n Local	4/7/23 - 5/15/23
Spirit Boosters	Graduation Concessions	4/7/23 - 5/31/23
ASB - ASL Club	ASL Show Tickets	4/15/23
ASB - Proactive Minds	7 Leaves Café	4/16/23
ASB - Polynesian Club	KuKui Nut & Ribbon Lei Sales	4/17/23 - 5/22/23
Football Boosters	Youth Football Camp	4/24/23 - 4/27/23
Football Boosters	Beef Raffle	4/24/23 - 5/19/23
Football Boosters	Applebee's Pancake Breakfast	6/17/23
Football Boosters	Golf Tournament	6/26/23

CHINO VALLEY UNIFIED SCHOOL DISTRICT
April 6, 2023

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Chino HS</u>		
Band & Auxiliary Boosters	Debate Pizza Sales	4/14/23
Band & Auxiliary Boosters	Snap! Raise	4/17/23 - 4/30/23
Band & Auxiliary Boosters	Wendy's Dine Out	4/18/23
Pep Squad Boosters	Cheer Try-Outs	4/21/23
<u>Chino Hills HS</u>		
General Boosters - Aquatics	Concessions	4/19/23 - 4/22/23
ASB - Realpolitik Papers Publishing	7 Leaves Café	4/21/23
General Boosters - Football	Future Stars Camp & Combine	4/24/23 - 4/27/23
<u>Don Lugo HS</u>		
ASB - Softball	Chino Hills Pizza Company	4/10/23
ASB - Hearts for Heroes Friendship Club	Basketball Camp	6/10/23

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: April 6, 2023
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
Liz Pensick, Director, Fiscal Services
SUBJECT: DONATIONS

=====

BACKGROUND

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

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

RECOMMENDATION

It is recommended the Board of Education accept the donations.

FISCAL IMPACT

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

NE:SHC:LP:if

CHINO VALLEY UNIFIED SCHOOL DISTRICT
April 6, 2023

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<u>Canyon Hills JHS</u>		
Eddie Cheung & Lingling Lu	Cash	\$200.00
Michael Mora	Cash	\$200.00
Melanie & Justin Rash	Cash	\$220.00
<u>Don Lugo HS</u>		
Kenneth Malouf	Cash	\$50.00
Patricia Veliz Gilbert	Cash	\$50.00
Mary Carpentier	Cash	\$100.00
Tony & Norma Procaccino	Cash	\$100.00
Regal Packaging, Inc.	Cash	\$400.00
Heidi Gilbert	Cash	\$500.00
Josef Mikel, Jr. & Stephanie Self	Cash	\$500.00
DeveloPlus, Inc.	Cash	\$1,000.00

CHINO VALLEY UNIFIED SCHOOL DISTRICT
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DATE: April 6, 2023
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	2022/2023 YEAR-TO-DATE
Atkinson, Andelson, Loya, Ruud & Romo	February	\$20,027.63	\$194,888.40
Margaret A. Chidester & Associates	February	\$ 2,956.75	\$104,472.81
Tao Rossini, APC	February	\$ 9,517.97	\$ 85,844.57
Fagen, Friedman & Fulfro	-	-	-
	Total	\$32,502.35	\$385,205.78

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

\$32,502.35 to the General Fund.

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: April 6, 2023
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
Stephanie Johnson, Director, Student Support Services
SUBJECT: STUDENT EXPULSION CASES 22/23-45 AND 22/23-48

=====

BACKGROUND

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

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

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

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

RECOMMENDATION

Based upon the recommendation of the Expulsion Hearing Administrative Panel, it is recommended the Board of Education approve student expulsion cases 22/23-45 and 22/23-48.

FISCAL IMPACT

None.

NE:LF:SJ:jg

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: April 6, 2023
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 TRIP

=====

BACKGROUND

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

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

RECOMMENDATION

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

School-Sponsored Trip	Date	Fiscal Impact
Site: Ayala HS Event: Journalism Education Association and National Scholastic Press Association Convention Place: San Francisco, CA Chaperone: 4 students/2 chaperones	April 20-23, 2023	Cost: \$650.00 per student Funding Source: Parents and fundraising

FISCAL IMPACT

None.

NE:LF:gks

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: April 6, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

**SUBJECT: ARTS, MUSIC, AND INSTRUCTIONAL MATERIALS
DISCRETIONARY BLOCK GRANT**

=====

BACKGROUND

Assembly Bill (AB) 181 and AB 185 includes \$3.56 billion in one-time restricted funding for the Arts, Music, and Instructional Materials (AMIM) Discretionary Block Grant. AMIM funds are intended to support any of the five purposes, summarized as: (1) obtaining standards-aligned professional development and instructional materials; (2) obtaining professional development and instructional materials for improving school climate; (3) developing diverse, culturally relevant and multilingual school library book collections; (4) operational costs, including salaries and benefits; and (5) COVID-19-related costs.

The District’s total grant allocation is \$15,877,462.00, based on \$666.08 per reported 2021/2022 average daily attendance. These funds must be expended by June 30, 2026. The grant will be used to provide funding for:

- Instructional materials and equipment for the visual and performing arts program (1)
- Reduction of combination classes (4)
- Expansion of the transitional kindergarten program (4)
- Additional instructional resources to all schools (1, 2)

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

RECOMMENDATION

It is recommended the Board of Education approve the Arts, Music, and Instructional Materials Discretionary Block Grant.

FISCAL IMPACT

\$15,877,462.00 from Restricted Funds.

NE:gks

Arts, Music, and Instructional Materials Discretionary Block Grant Plan				
Description	2023-2024	2024-2025	2025-2026	Total
Visual and Performing Arts (VAPA) - One-time purchase of instructional materials and equipment to support VAPA program	\$ 5,352,847			\$ 5,352,847
Combination Class Reduction - Continue to reduce/eliminate combination grade level classes in grades K-6 where feasible	\$ 405,582	\$ 405,582	\$ 405,582	\$ 1,216,745
Transitional Kindergarten - Reduce staff to student ratios to 1:10	\$ 1,212,831	\$ 1,212,831	\$ 1,212,831	\$ 3,638,493
Instructional Resources - Provide all schools with resources to address the unique needs of their individual schools	\$ 1,133,876	\$ 2,267,751	\$ 2,267,751	\$ 5,669,378
	\$ 8,105,135	\$ 3,886,164	\$ 3,886,164	\$ 15,877,462

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: April 6, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: PURCHASE ORDER REGISTER

=====

BACKGROUND

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

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

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

RECOMMENDATION

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

FISCAL IMPACT

\$7,972,454.15 to all District funding sources.

NE:GJS

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: April 6, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

BUSINESS SERVICES	FISCAL IMPACT
<p>B-2223-014 Quadient, Inc. To provide mail meter equipment maintenance, meter rental and software service. Submitted by: Printing, Graphics & Mail Services Duration of Agreement: March 10, 2023 - June 30, 2023</p>	<p>Contract amount: Per Rate Sheet Funding source: General Fund</p>

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
<p>CIIS-2223-142 Lexia Learning Systems LLC. To provide Lexia English student subscription for after-school enrichment program. Submitted by: Country Springs ES Duration of Agreement: March 1, 2023 - May 31, 2024</p>	<p>Contract amount: \$13,750.00 Funding source: ELO-P</p>
<p>CIIS-2223-143 i Attend Sports. To provide youth after-school sports program. Submitted by: Newman ES Duration of Agreement: March 17, 2023 - June 1, 2023</p>	<p>Contract amount: \$75,000.00 Funding source: ELO-P</p>
<p>CIIS-2223-144 Renaissance Learning, Inc. To provide DnA software license, Inspect premium, Renaissance Smart Start Product Training for K-12 ESA assessments. Submitted by: Assessment & Instructional Technology Duration of Agreement: June 1, 2023 - June 30, 2026</p>	<p>Contract amount: \$639,856.50 Funding source: General Fund</p>
<p>CIIS-2223-147 DigiCert, Inc. To provide software renewal for 10-standard SSL (secure socket layer), 1 Domain. Submitted by: Technology Duration of Agreement: April 6, 2023 - June 30, 2025</p>	<p>Contract amount: \$5,491.00 Funding source: General Fund</p>
<p>CIIS-2223-148 TouchMath Acquisition LLC. To provide digital license for math enrichment. Submitted by: Country Springs ES Duration of Agreement: March 7, 2023 - June 30, 2026</p>	<p>Contract amount: \$1,276.86 Funding source: ACT1</p>
<p>CIIS-2223-149 DocuSign, Inc. To provide eSignature software for electronic forms. Submitted by: Human Resources Duration of Agreement: April 22, 2023 - June 30, 2024</p>	<p>Contract amount: \$6,172.74 Funding source: General Fund</p>
<p>CIIS-2223-150 Softchoice Corporation. To provide Microsoft Office 365, email, and mail threat protection. Submitted by: Technology Duration of Agreement: June 1, 2023 - May 31, 2024</p>	<p>Contract amount: \$175,969.32 Funding source: General Fund</p>
<p>CIIS-2223-151 Avant Assessment, LLC. To provide web based and computer adaptive language proficiency assessments. Submitted by: Assessment & Instructional Technology Duration of Agreement: April 7, 2023 - June 30, 2024</p>	<p>Contract amount: \$1,444.50 Funding source: Title IV</p>

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
<p>CIIS-2223-152 Marin County Office of Education, acting of behalf of the California Collaborative for Educational Excellence. To provide peer leading, learning network, oversee costs associated with agreement and support school district to deepen community engagement. Submitted by: Access & Equity Duration of Agreement: September 1, 2022 - June 30, 2023</p>	<p>Contract amount: \$103,000.00 Funding source: Reimbursement</p>
<p>CIIS-2223-153 Renzulli Learning To provide a program for GATE students per Goal 3 in the SPSA Submitted by: Eagle Canyon ES Duration of Agreement: April 7, 2023 - June 30, 2026</p>	<p>Contract amount: \$3,255.00 Funding source: GATE</p>
<p>CIIS-2324-001 NCS Pearson Inc. To provide online testing materials/scoring for Psychologists, Academics, BIP's, Speech, Occupational and Physical therapists. Submitted by: Special Education Duration of Agreement: July 1, 2023 - June 30, 2028</p>	<p>Contract amount: \$333,529.00 Funding source: Learning Recovery</p>
<p>CIIS-2324-002 Solution Tree, Inc. To provide professional development, speaker Sarah Shuhl on the topic of Mathematics at work. Submitted by: Curriculum, Instruction, Innovation, and Support Duration of Agreement: July 1, 2023 - June 30, 2024</p>	<p>Contract amount: \$92,300.00 Funding source: Title II</p>
<p>CIIS-2324-003 Cheryl Fuller Consulting. To provide professional development, Trauma Informed Practices. Submitted by: Health Services Duration of Agreement: July 1, 2023 - June 30, 2024</p>	<p>Contract amount: \$10,000.00 Funding source: Various</p>
<p>CIIS-2324-004 Notable Inc., dba Kami. To provide cloud-based document viewer and annotation tool subscription. Submitted by: Assessment & Instructional Technology Duration of Agreement: July 31, 2023 - July 31, 2024</p>	<p>Contract amount: \$32,000.00 Funding source: General Fund</p>
<p>CIIS-2324-005 ESGI, LLC (subsidiary of Riverside Assessments, LLC). To provide license for TK student assessments. Submitted by: Assessment & Instructional Technology Duration of Agreement: August 15, 2023 - August 15, 2024</p>	<p>Contract amount: \$3,108.00 Funding source: General Fund</p>
<p>CIIS-2324-006 Regents of the University of California, Riverside. To provide GATE certification courses for teachers. Submitted by: Elementary Curriculum Duration of Agreement: July 1, 2023 - June 30, 2024</p>	<p>Contract amount: \$25,000.00 Funding source: GATE</p>

MASTER CONTRACTS	FISCAL IMPACT
<p>MC-2223-124 Mike Brown Grandstands, Inc. To provide temporary rental of mobile bleachers. Submitted by: Chino Hills HS Duration of Agreement: May 1, 2023 - June 30, 2026</p>	<p>Contract amount: Per Rate Sheet Funding source: ASB/USB/PEP/PFA/PTA/Boosters</p>
<p>MC-2223-125 Wild Wonders. To provide educational animal assembly. Submitted by: Dickey ES Duration of Agreement: April 7, 2023 - June 30, 2026</p>	<p>Contract amount: Per Rate Sheet Funding source: Various</p>
<p>MC-2223-126 Heidi Stone dba The Sawdust Factory. To provide assorted arts & crafts projects. Submitted by: Cal Aero Duration of Agreement: April 7, 2023 - June 30, 2026</p>	<p>Contract amount: Per Rate Sheet Funding source: Various</p>
<p>MC-2223-127 City of Rancho Cucamonga - Lewis Family Playhouse. To provide field trip venue. Submitted by: Chaparral ES Duration of Agreement: May 1, 2023 - June 30, 2026</p>	<p>Contract amount: Per Rate Sheet Funding source: Various</p>
<p>MC-2223-128 Meet the Masters, Inc. To provide art lesson plans and duplicating masters. Submitted by: Rhodes ES Duration of Agreement: March 15, 2023 - June 30, 2026</p>	<p>Contract amount: Per Rate Sheet Funding source: Various</p>
<p>MC-2223-129 Higgins Brothers LLC dba Celebration Party Rentals. To provide rental supply for events. Submitted by: Ayala HS Duration of Agreement: April 7, 2023 - June 30, 2026</p>	<p>Contract amount: Per Rate Sheet Funding source: Various</p>
<p>MC-2223-130 Luis Flores dba The Viking Truck LLC To provide food truck/catering services. Submitted by: Cal Aero Duration of Agreement: April 7, 2023 - June 30, 2026</p>	<p>Contract amount: Per Rate Sheet Funding source: Various</p>
<p>MC-2223-131 The Tropic Truck LLC To provide food truck/catering services. Submitted by: Cal Aero Duration of Agreement: April 7, 2023 - June 30, 2026</p>	<p>Contract amount: Per Rate Sheet Funding source: Various</p>
<p>MC-2223-132 Laura Kearse dba Bred's Nahville Hot Chicken To provide food truck/catering services. Submitted by: Cal Aero Duration of Agreement: April 7, 2023 - June 30, 2026</p>	<p>Contract amount: Per Rate Sheet Funding source: Various</p>

MASTER CONTRACTS	FISCAL IMPACT
<p>MC-2223-133 Michael E Woolstrum dba Freedom Fun USA LLC To provide party & carnival rentals. Submitted by: Cal Aero Duration of Agreement: April 7, 2023 - June 30, 2026</p>	<p>Contract amount: Per Rate Sheet Funding source: Various</p>
<p>MC-2223-134 W.O.L.F. (Outdoor Education) To provide programs and classes in experiential education and adventure recreation. Submitted by: Country Springs ES Duration of Agreement: April 7, 2023 - June 30, 2026</p>	<p>Contract amount: Per Quote Funding source: Various</p>

APPROVED CONTRACTS TO BE AMENDED	AMENDMENT
<p>CIIS-2021-002 Foundation for California Community Colleges. To provide online planning tool-guidance for grades 6-12 to prepare for college. Submitted by: Secondary Curriculum Duration of Agreement: July 1, 2020 - June 30, 2024 Original Agreement Board Approved: March 19, 2020</p>	<p>Contract amount: None Amendment to Exhibit B, Section III.A. Student data in an aggregated, non-personally identifiable form for the purpose of evaluating career college readiness services. Funding source: None</p>
<p>CIIS-2223-024 Therapy Mantra, Inc. To provide speech and language pathologists and occupational therapy services. Submitted by: Special Education Duration of Agreement: July 1, 2022 - June 30, 2023 Original Agreement Board Approved: June 16, 2022</p>	<p>Contract amount: \$375,000.00 Increase contract amount from \$300,000.00 to \$375,000.00 for additional services. Funding source: Special Education</p>
<p>CIIS-2223-028 Pristine Rehab Care, LLC. To provide speech, language pathology, and occupational therapy. Submitted by: Special Education Duration of Agreement: July 1, 2022 - June 30, 2023 Original Agreement Board Approved: June 16, 2022</p>	<p>Contract amount: \$270,000.00 Increase contract amount from \$180,000.00 to \$270,000.00 for additional services. Funding source: Special Education</p>
<p>CIIS-2223-030 Extensive Therapy Connection and Solution. To provide speech and language pathology. Submitted by: Special Education Duration of Agreement: July 1, 2022 - June 30, 2023 Original Agreement Board Approved: June 16, 2022</p>	<p>Contract amount: \$150,000.00 Increase contract amount from \$110,000.00 to \$150,000.00 for additional services. Funding source: Special Education</p>
<p>HR-2223-006 Interquest Group Inc. To provide canine detection services to junior high and high schools. Submitted by: Risk Management Duration of Agreement: July 1, 2022 - June 30, 2023 Original Agreement Board Approved: July 21, 2022</p>	<p>Contract amount: \$48,000.00 Increase contract amount from \$32,000.00 to \$48,000.00 for additional services. Funding source: General Fund</p>

APPROVED CONTRACTS TO BE AMENDED	AMENDMENT
<p>RFP 20-21-03 Charter Bus Services (Visser Bus Services) To provide charter bus services. Submitted by: Purchasing Duration of Agreement: November 6, 2020 - June 30, 2023 Original Agreement Board Approved: November 5, 2020</p>	<p>Contract amount: Per Rate Sheet Pricing amendment. Funding source: Various</p>

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: April 6, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: SURPLUS/OBSOLETE PROPERTY

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BACKGROUND

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

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

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

RECOMMENDATION

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

FISCAL IMPACT

Increase to the General Fund from proceeds of sale.

NE:GJS:kc

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

April 6, 2023

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer Equipment	Dell Laptop	19725210037	Maintenance
Computer Equipment	Dell Computer	C76RS81	Maintenance
Computer Equipment	Chromebook 3189	9TX5MQ2 / 71105	Cattle ES
Classroom Furniture	Bookshelves (8)		Cattle ES
Office Equipment	File Cabinet (4)		Cattle ES
Office Equipment	Large Tables (2)		Cattle ES
Computer Equipment	Chromebook 3189	C99RMQ2 / 71120	Cattle ES
Computer Equipment	Chromebook 3189	FZCZTT2 / 74821	Cattle ES
Computer Equipment	Chromebook 3189	FNTYTT2 / 74833	Cattle ES
Computer Equipment	Chromebook 3189	FF08MQ2 / 71136	Cattle ES
Computer Equipment	Chromebook 3189	62CHMQ2 / 71130	Cattle ES
Computer Equipment	Chromebook 3189	65M57MQ2 / 71079	Cattle ES
Computer Equipment	Chromebook 3189	65M6MQ2 / 71102	Cattle ES
Computer Equipment	Chromebook 3189	3H8HMQ2 / 71133	Cattle ES
Classroom Furniture	Student Desks (48)		Dickson ES
Classroom Furniture	2-door Cabinet		Eagle Canyon ES
Classroom Furniture	2-door Cabinet		Eagle Canyon ES
Classroom Furniture	File Cabinet		Eagle Canyon ES
Classroom Furniture	2-door Cabinet	1183	Eagle Canyon ES
Classroom Furniture	2-door Cabinet	1140	Eagle Canyon ES
Classroom Furniture	2-door Cabinet	1165	Eagle Canyon ES
Classroom Furniture	2-door Cabinet	1141	Eagle Canyon ES
Classroom Furniture	Art Cabinet		Eagle Canyon ES
AV Equipment	Hitachi LCD Projector	F8AU00035 / 64584	Canyon Hills JHS
Computer Equipment	Dell Optiplex 790	B0QTSR1 / 39436	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	4M0RHH2 / 56619	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	4LXNHH2 / 56606	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	4LWRHH2 / 56608	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	4LZQHH2 / 56620	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	4LYLHH2 / 56635	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	4LTLHH2 / 56638	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	4LLNHH2 / 56628	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	4MDRHH2 / 56622	Magnolia JHS
AV Equipment	Epson LCD Projector	VTFK5200015 / 47475	Magnolia JHS
Computer Equipment	Dell Optiplex 780	4JYGLN1 / 34428	Magnolia JHS
Computer Equipment	Dell Optiplex 790	B00TSR1 / 39325	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	75LP HH2 / 57137	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	75KN HH2 / 57138	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	75LL HH2 / 57134	Magnolia JHS

Computer Equipment	Dell Optiplex 3040	4LVNHH2 / 56625	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	4M3MHH2 / 56621	Magnolia JHS
Computer Equipment	Dell Optiplex 790	B11SSR1 / 39222	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	4M7SHH2 / 56627	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	56617	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	75QMHH2 / 57156	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	4LMMHH2 / 56611	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	4M1SHH2 / 56630	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	4LXLHH2 / 56639	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	56623	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	75MNHH2 / 57136	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	4LVQHH2 / 56609	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	75SRHH2 / 57149	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	4MZQHH2 / 56631	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	4LLLHH2 / 56640	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	4M1MHH2 / 56634	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	4M9MHH2 / 56641	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	75TPHH2 / 57145	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	4M64HH2 / 56616	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	4LVLHH2 / 56610	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	4LZKHH2 / 56633	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	4M7QHH2 / 56629	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	4LWPHH2 / 56615	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	75NPHH2 / 57166	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	75KRHH2 / 57160	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	75PPHH2 / 57151	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	75NNHH2 / 57150	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	75PMHH2 / 57153	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	75RMHH2 / 57130	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	75TQHH2 / 57144	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	75PNHH2 / 57165	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	75LNHH2 / 57162	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	75NQHH2 / 57143	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	75KQHH2 / 57141	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	75LQHH2 / 57154	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	75QLHH2 / 57161	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	75NRHH2 / 57142	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	75NMHH2 / 57158	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	75SQHH2 / 57148	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	57155	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	75MPHH2 / 57140	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	75RLHH2 / 57146	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	75LRHH2 / 57157	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	75WRHH2 / 57153	Magnolia JHS

Computer Equipment	Dell Optiplex 3040	75WKHH2 / 57133	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	75NLHH2 / 57164	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	75VNHH2 / 57139	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	75QNHH2 / 57159	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	75VLHH2 / 57147	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	75PLHH2 / 57163	Magnolia JHS
Computer Equipment	Dell Optiplex 3040	75YMHH2 / 57152	Magnolia JHS
AV Equipment	Canon EOS Camera	107034312	Townsend JHS
Computer Equipment	Dell Latitude 3340	J9KD682 / 48931	Adult Education Ctr
Computer Equipment	Dell 3189	63452	Adult Education Ctr
Computer Equipment	Dell Latitude 3340	3BKD682 / 48930	Adult Education Ctr
Computer Equipment	Dell Latitude 3340	8BKD682 / 48928	Adult Education Ctr
Computer Equipment	Dell Latitude	8TYSLQ1 / 39126	Adult Education Ctr
Computer Equipment	Dell Latitude E5420	GHWB5S1 / 39720	Adult Education Ctr
Computer Equipment	Dell Latitude 2120	G6NYQQ1 / 36472	Adult Education Ctr
Computer Equipment	Dell 3189	63448	Adult Education Ctr
Computer Equipment	Dell 3189	63446	Adult Education Ctr
Computer Equipment	Dell 3189	63447	Adult Education Ctr
Computer Equipment	Dell 3189	63451	Adult Education Ctr
Computer Equipment	Dell	3HHL4C2 / 55118	Adult Education Ctr
AV Equipment	Epson Projector	X110967	Ayala HS
AV Equipment	Epson Projector	P94F133320L / 38623	Ayala HS
AV Equipment	ELMO Doc Camera	X109968 / 27151	Ayala HS
Computer Equipment	Dell	103-B130-TCH01	Ayala HS
Computer Equipment	Dell Latitude 2120	HLMXQQ1 / 36412	Ayala HS
AV Equipment	Epson Projector	X110105 / 38619	Ayala HS
Computer Equipment	Dell Optiplex 780	4KVQ4M1 / 32295	Ayala HS
Computer Equipment	Dell Optiplex 3020	53T8B42 / 45463	Ayala HS
Office Equipment	Mitel 1000	2036174 / 36616	Ayala HS
AV Equipment	Epson Projector	X11973 / 38642	Ayala HS
Computer Equipment	Xerox WorkCentre	103DCL103PRMT12202	Ayala HS
Computer Equipment	Dell	103-F122-01	Ayala HS
Computer Equipment	Dell	103-F121-TCH03	Ayala HS
Computer Equipment	Dell Optiplex 780	G41ORN1 / 33479	Ayala HS
Computer Equipment	Dell Optiplex G520	J9NYRC1 / 22651	Ayala HS
Computer Equipment	Dell Optiplex 3020	5G1BB42 / 46027	Ayala HS
Computer Equipment	Dell	CNOC730C71623951	Ayala HS
Computer Equipment	Dell	CN06C81172872619	Ayala HS
Computer Equipment	Xerox Printer	27366	Ayala HS
Computer Equipment	Dell Optiplex 3020	60M9B42 / 45464	Buena Vista HS
Computer Equipment	Dell Optiplex 3020	C090S22 / 44888	Buena Vista HS

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: April 6, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: NOTICE OF COMPLETION FOR CUPCCAA PROJECTS

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BACKGROUND

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

CUPCCAA Project	Project Description	Contractor	Original Quotation	Change Order	Total	Funding Source
CC2023-23	Chino Hills HS Outdoor Wellness Area Landscape Installation	Hernandez Landscape Co., Inc.	\$24,400.00	N/A	\$24,400.00	01
CC2023-24	Chino Hills HS Pool Light Replacement	Horizon Mechanical Contractors of California	\$18,719.00	N/A	\$18,719.00	01
CC2023-39	Magnolia JHS HVAC Replacement	Carver Air Conditioning	\$48,700.00	N/A	\$48,700.00	01
CC2023-42	Allegiance Steam Academy and Don Lugo HS Carpet Replacement	Rite-Way Flooring, Inc.	\$23,799.73	N/A	\$23,799.73	01
CC2023-46	Hydro Jetting at Cortez ES, Glenmeade ES, Oak Ridge ES, and Adult School	Sweetwater Plumbing Industries, Inc.	\$15,104.00	N/A	\$15,104.00	01

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

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

FISCAL IMPACT

\$130,722.73 to General Fund 01.

NE:GJS:ms

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Our Motto:
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Humility • Civility • Service

DATE: April 6, 2023
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
Martin Silveira, Director, Maintenance and Operations
SUBJECT: NOTICE OF COMPLETION FOR BID NO. 22-23-03F, CLASSROOM PREPARATION FOR VIEWSONICS – GROUP 5

=====

BACKGROUND

On July 21, 2022, the Board of Education awarded Bid No. 22-23-03F, Classroom Preparation for ViewSonics – Group 5 to OCS Construction Services, Inc. All contracted work was completed on February 24, 2023. The contract summary is provided below.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
\$323,738.00	\$30,426.87	\$354,164.87	\$17,708.24

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

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Notice of Completion for Bid No. 22-23-03F, Classroom Preparation for ViewSonics – Group 5.

FISCAL IMPACT

None.

NE:GJS:ms

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: April 6, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: NOTICE OF COMPLETION FOR BID NO. 22-23-05F, AYALA HS AND CHINO HS TRACK RESURFACING PROJECT

=====

BACKGROUND

On July 21, 2022, the Board of Education awarded Bid No. 22-23-05F, Ayala HS and Chino HS Track Resurfacing Project to Beynon Sports Surfaces, Inc. All contracted work was completed on February 28, 2023. The contract summary is provided below.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
\$846,227.00	\$17,280.00	\$863,507.00	\$43,175.35

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Jonathan Campbell, Maintenance Supervisor and Martin Silveira, Director, Maintenance and Operations.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Notice of Completion for Bid No. 22-23-05F, Ayala HS and Chino HS Track Resurfacing Project.

FISCAL IMPACT

None.

NE:GJS:ms

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: April 6, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID NO. 21-22-03F, BUTTERFIELD RANCH ES AND HIDDEN TRAILS ES ALTERATIONS (BP 02-01)

=====

BACKGROUND

On October 7, 2021, the Board of Education awarded Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 02-01) to GGG Demolition, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
2	GGG Demolition, Inc.	\$31,933.00
	Previously Approved Change Orders:	\$88,688.00
	Bid Amount:	\$970,000.00
	Revised Total Project Amount:	\$1,090,621.00
	Retention Amount:	\$54,531.05

The change order results in a net increase of \$31,933.00 to the construction cost and no days added to the contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. The total of all change orders exceeds the legal limit of 10% of the total bid amount. The change order items represent work required specifically due to unforeseen field conditions and/or code requirements. County Counsel has reviewed and approved exceeding 10% of the total contract amount. All contracted work was completed on December 23, 2022.

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Kirk Jesse, DSA Inspector of Record; Susanto Agustadi, PBK Architects; Hung Truong, C.W. Driver; Cesar Portugal, CVUSD Construction Coordinator; and Beverly Beemer, CVUSD Director of Planning.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 02-01).

FISCAL IMPACT

\$31,933.00 to Measure G Fund 21.

NE:GJS



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

CHANGE ORDER

Date: 03/16/2023 BID/ CUPCCAA #: 21-22-03F Change Order #: 002
 Project Title: Butterfield Ranch & Hidden Trails Elementary School Modernization Projects – Alterations
 Owner: Chino Valley Unified School District DSA Application #: #A04-119901 / #A04-119900 DSA File #: #36-11
 Architect: PBK Architects Contractor: GGG Demolition Inc. (BP 02-01)

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

ITEM NO. 1:	Description:	Butterfield Ranch ES – Removal of Existing Concrete Over Pour at MPR Ramp
	Reason:	The existing exterior ramp was slated to be removed to allow for a new ADA compliant ramp to be provided in its place. After the concrete demolition of the ramp, existing concrete over pour from Building B was uncovered that conflicted with the new ramp. As such this is the cost to provide Saturday demolition of the existing concrete overpour as noted to CVUSD on June 17, 2022 to meet the schedule.
	Document Ref:	Change Order Request #031 (PCO #B-104)
	Requested by:	District
	Change in Contract Sum:	\$7,134.00 / ADD
	Time Extension:	0
ITEM NO. 2:	Description:	Butterfield Ranch ES – RFI#222 Site Work MPR ADA Ramp Revision
	Reason:	The handrails for the exterior ramp was slated to be removed to allow for new ADA compliant handrail to be provided in its place. During measurement for the new handrails, leaving the existing ramp without modification would not be ADA compliant. As such this is the cost for the additional demolition work to include the removal of guardrails and concrete removal of the existing ramp pursuant to RFI #222 response performed on time and material to allow for work.
	Document Ref:	Change Order Request #032 (PCO #B-169)
	Requested by:	District
	Change in Contract Sum:	\$11,055.00 / ADD
	Time Extension:	0

ITEM NO. 3: Description: Butterfield Ranch ES – Reconcile Butterfield Ranch Unused Unforeseen Allowance
Reason: Credit to reconcile the unused portion of the Unforeseen Conditions Allowance included in the base bid.
Document Ref: Change Order Request #004 (PCO #B-008)
Requested by: District
Change in Contract Sum: (\$2,172.00) / DEDUCT
Time Extension: 0

ITEM NO. 4: Description: Hidden Trails – CCD#02/RFI#170 Front Entrance Sidewalk Concrete & Curb Demo
Reason: Due to existing conditions revised layouts of the ramps to meet ADA requirements required the removal of additional concrete curbs, footings at the front of the school and an interior ramp. As such this is the cost to perform the additional concrete demolition work pursuant to CCD #02 and RFI 170 response performed on time and material.
Document Ref: Change Order Request #035 (PCO #H-038)
Requested by: District
Change in Contract Sum: \$5,853.00 / ADD
Time Extension: 0

ITEM NO. 5: Description: Hidden Trails ES – RFI#181 Additional Demo at Entrances Asphalt Areas due to Elevation Conflicts
Reason: Due to existing grades, additional demolition of existing flatwork/asphalt was needed in order to achieve allowable slope tolerances for ADA compliance at the drop off areas of the main, kindergarten & MPR parking areas performed on time and material.
Document Ref: Change Order Request #H-036 (PCO #H-117)
Requested by: District
Change in Contract Sum: \$5,143.00 / ADD
Time Extension: 0

ITEM NO. 6: Description: Hidden Trails – RFI 155 Additional Concrete Removal – ADA Compliant Walkways
 Reason: Due to existing grades, additional demolition of existing flatwork and curbs was needed in order to achieve allowable slope tolerances for ADA compliance at the front of the school and around building A performed on time and material pursuant to RFI #155 response.
 Document Ref: Change Order Request #H-037 (PCO #H-095)
 Requested by: District
 Change in Contract Sum: \$13,088.00 / ADD
 Time Extension: 0

ITEM NO. 7: Description: Hidden Trails ES – Reconcile Hidden Trails Unused Unforeseen Allowance
 Reason: Credit to reconcile the unused portion of the Unforeseen Conditions Allowance included in the base bid.
 Document Ref: Change Order Request #H-038 (PCO #H-209)
 Requested by: District
 Change in Contract Sum: (\$8,168.00) / DEDUCT
 Time Extension: 0

PROJECT SUMMARY

Location	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Butterfield Ranch ES	\$485,000.00	\$88,688.00	\$16,017.00	\$589,705.00
Hidden Trails ES	\$485,000.00	\$0.00	\$15,916.00	\$500,916.00
Totals:	\$970,000.00	\$88,688.00	\$31,933.00	\$1,090,621.00

CONTRACT SUMMARY

The original contract amount was: \$970,000.00
 Previously approved change order amount(s): \$88,688.00
 The contract amount will be **increased** by this Change Order: \$31,933.00
 The new contract amount including this change order will be: \$1,090,621.00
 The original contract completion date was: 12/23/2022
 Previously approved Change Order for contract time: 0 days
 The contract time will be increased by this Change Order: 0 days
 The date of completion as a result of this Change Order is: 12/23/2022

APPROVED BY:

Julie Gaeta

DocuSigned by:

Julie Gaeta

03/20/2023 | 09:23 PDT

DC0AC8E35E1449D...

Contractor - GGG Demolition Inc.

Signature

Date

Kirk Jesse
Knowland Construction Services
DSA Inspector of Record (if applicable)

DocuSigned by:

Kirk Jesse

03/20/2023 | 09:25 PDT

F32A6F0311EA4FE...

Signature

Date

Bob Lavey
Managing Partner
Architect / Engineer (if applicable)

DocuSigned by:

Bob Lavey

03/20/2023 | 17:27 PDT

8893B2CA4BF6419...

Signature

Date

Hung Truong
CW Driver
Construction / Project Manager

DocuSigned by:

Hung Truong

03/20/2023 | 09:52 PDT

D8818CAC3AD448B...

Signature

Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

CVUSD Project Manager

Signature

Date

Director, Maintenance & Operations (if applicable)

Signature

Date

Director, Planning (if applicable)

Signature

Date

Owner (Authorized Agent)

Signature

Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: April 6, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID NO. 21-22-03F, BUTTERFIELD RANCH ES AND HIDDEN TRAILS ES ALTERATIONS (BP 22-01)

=====

BACKGROUND

On October 7, 2021, the Board of Education awarded Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 22-01) to Emyrean Plumbing, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
2	Emyrean Plumbing, Inc.	\$ 73,509.00
	Bid Amount:	\$1,693,316.00
	Revised Total Project Amount Including CO 1 and 2:	\$1,795,459.00
	Retention Amount:	\$89,772.95

The change order results in a net increase of \$73,509.00 to the construction cost and no days added to the contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on December 23, 2022.

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Kirk Jesse, DSA Inspector of Record; Susanto Agustiadi, PBK Architects; Hung Truong, C.W. Driver; Cesar Portugal, CVUSD Construction Coordinator; and Beverly Beemer, CVUSD Director of Planning.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 22-01).

FISCAL IMPACT

\$73,509.00 to Measure G Fund 21.

NE:GJS



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

CHANGE ORDER

Date: 03/03/2023 BID/ CUPCCAA #: 21-22-03F Change Order #: 002
 Project Title: Butterfield Ranch ES and Hidden Trails ES Alteration
 Owner: Chino Valley Unified School District DSA Application #: #A04-119901 / #A04-119900 DSA File #: #36-11
 Architect: PBK Architects Contractor: Empyrean Plumbing Inc. (BP 22-01)

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

ITEM NO. 1:	Description:	Butterfield Ranch ES – RFI#197 Kitchen Water Heater Modification
	Reason:	This is the cost to rework the piping and insulation so that the kitchen water heater provides for all kitchen fixtures and janitor room water heater to supply only the Staff lounge per Health Department requiring all kitchen fixtures be supplied by only one water heater. The work was performed on time and material over the Thanksgiving holiday to minimize disruption to school operations.
	Document Ref:	Change Order Request #B-027 (PCO #B-161)
	Requested by:	District
	Change in Contract Sum:	\$21,193.00 / ADD
	Time Extension:	0
ITEM NO. 2:	Description:	Butterfield Ranch ES – Repair Broken Rusted Storm Drain Piping Under Walkway of Kindergarten Driveway
	Reason:	During the removal of concrete walkway to create the ADA compliant walkway and student drop off, storm drain piping was uncovered beneath these walkways. The existing storm drain piping was rusted thru and required replacement. This is the cost to replace the existing storm drain piping under the walkway and new ramp from the point of connection to face of curb avoiding the new drop off location on time and material as confirmed with the District on June 08, 2022.
	Document Ref:	Change Order Request #B-028 (PCO #B-100)
	Requested by:	District
	Change in Contract Sum:	\$17,411.00 / ADD
	Time Extension:	0

ITEM NO. 3:	Description:	Butterfield Ranch ES – RFI#206 Replace Kitchen Restroom Faucet
	Reason:	Due to the Health Department concerns for the timing of the hot water in the Kitchen, a replacement faucet that will provide for quicker outpour of hot water was requested during the OAC meetings. This is the cost to replace the restroom faucet pursuant to RFI 206 response performed on time and material.
	Document Ref:	Change Order Request #B-029 (PCO #B-159)
	Requested by:	District
	Change in Contract Sum:	\$1,293.00 / ADD
	Time Extension:	0
ITEM NO. 4:	Description:	Butterfield Ranch ES – Reconcile Unused Unforeseen Conditions Allowance
	Reason:	Reconcile the unused portion of the Unforeseen Conditions Allowance included in the base bid.
	Document Ref:	Change Order Request #B-030 (PCO #B-224)
	Requested by:	District
	Change in Contract Sum:	(\$1,110.00) / DEDUCT
	Time Extension:	0
ITEM NO.5:	Description:	Hidden Trails ES – RFI#195 Faucet Replacements at Kitchen
	Reason:	Due to the Health Department concerns for the timing of the hot water in the Kitchen, a replacement faucet that will provide for quicker outpour of hot water was requested during the OAC meetings. This is the cost to replace the restroom faucet pursuant to RFI 195 response and to provide a pre-rinse faucet that had a greater water flow (gpm) to fill the 3 compartment sink performed on time and material.
	Document Ref:	Change Order Request #H-020 (PCO #H-185)
	Requested by:	District
	Change in Contract Sum:	\$3,063.00 / ADD
	Time Extension:	0
ITEM NO.6:	Description:	Hidden Trails ES – RFI#059 Bldg C Added Clean-out
	Reason:	During demolition, the piping to the sink and toilet was uncovered to show existing plumbing without cleanouts. As such, this is the cost to provide a clean out for the sink and a cleanout for the toilet in each restroom in Building C pursuant to RFI 059 performed on time and material as confirmed by the District on December 14, 2021.
	Document Ref:	Change Order Request #H-028 (PCO #H-026)
	Requested by:	District
	Change in Contract Sum:	\$3,952.00 / ADD
	Time Extension:	0

ITEM NO. 7:	Description:	Hidden Trails ES – RFI#120 Replace Can Wash Hose Bib at Staff Lounge
	Reason:	During demolition for the alterations, it was discovered that the existing hose bibb was leaking and in need of repair. As such, this is the cost to remove and replace existing can wash hose bibb at the Staff Lounge pursuant to RFI 120 response performed on time and material.
	Document Ref:	Change Order Request #H-029 (PCO #H-083)
	Requested by:	District
	Change in Contract Sum:	\$1,682.00 / ADD
	Time Extension:	0
ITEM NO. 8:	Description:	Hidden Trails ES – RFI#128 Bldg B Staff Lounge/Kitchen Sewer Line Replacement
	Reason:	During excavation for the sewer point of connection in the kitchen, the existing sewer line noted to remain was visibly corroded and recommended to be replaced. As such, this is the cost to remove and replace approximately 20-ft of corroded sewer piping in the Kitchen/Staff Lounge pursuant to RFI 120 response performed on time and material.
	Document Ref:	Change Order Request #H-030 (PCO #H-097)
	Requested by:	District
	Change in Contract Sum:	\$2,262.00 / ADD
	Time Extension:	0
ITEM NO.9:	Description:	Hidden Trails ES – Additional Bldg A Sewer Line Jet & Camera
	Reason:	On two separate occasions, jetting of the sewer line and camera was requested to determine blockage of sewer line that was creating a backup in the system per District's request. Camera footage was provided to the District for their use.
	Document Ref:	Change Order Request #H-031 (PCO #H-202)
	Requested by:	District
	Change in Contract Sum:	\$3,835.00 / ADD
	Time Extension:	0
ITEM NO.10:	Description:	Hidden Trails ES – RFI#189 Kitchen Water Heater Modification
	Reason:	This is the cost to rework the piping and insulation so that the kitchen water heater provides for all kitchen fixtures and janitor room water heater to supply only the Staff lounge per Health Department requiring all kitchen fixtures be supplied by only one water heater. The work was performed on time and material over the Thanksgiving holiday to minimize disruption to school operations.
	Document Ref:	Change Order Request #H-032 (PCO #H-154)
	Requested by:	District
	Change in Contract Sum:	\$18,991.00 / ADD
	Time Extension:	0

ITEM NO.11: Description: Hidden Trails ES – RFI#176 Kitchen Floor Sink Relocation
 Reason: The original dimensions located the floor sink outside of the 3-compartment sink and conflicted with the access to the roll up door control switches. This required the removal of the existing and a new floor sink installed at the new location per RFI 176 response performed on time and material.
 Document Ref: Change Order Request #H-033 (PCO #H-110)
 Requested by: District
 Change in Contract Sum: \$1,877.00 / ADD
 Time Extension: 0

ITEM NO.12: Description: Hidden Trails ES – Reconcile Unused Unforeseen Conditions Allowance
 Reason: Reconcile the unused portion of the Unforeseen Conditions Allowance included in the base bid.
 Document Ref: Change Order Request #H-034 (PCO #H-208)
 Requested by: District
 Change in Contract Sum: (\$940.00) / DEDUCT
 Time Extension: 0

PROJECT SUMMARY

Location	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Butterfield Ranch ES	\$709,158.00	\$0.00	\$38,787.00	\$,747,945.00
Hidden Trails ES	\$984,158.00	\$28,634.00	\$34,722.00	\$1,047,514.00
Totals:	\$1,693,316.00	\$28,634.00	\$73,509.00	\$1,795,459.00

CONTRACT SUMMARY

The original contract amount was: \$1,693,316.00
 Previously approved change order amount(s): \$28,634.00
 The contract amount will be increased by this Change Order: \$73,509.00
 The new contract amount including this change order will be: \$1,795,459.00
 The original contract completion date was: 12/23/2022
 Previously approved Change Order for contract time: 0 days
 The contract time will be increased by this Change Order: 0 days
 The date of completion as a result of this Change Order is: 12/23/2022

APPROVED BY:

Nicholas Farmer
Contractor – Empyrean Plumbing Inc.

DocuSigned by:
Nicholas Farmer
B8270F240A244E2...
Signature

03/03/2023 | 13:00 PST
Date

Kirk Jesse
Knowland Construction Services
DSA Inspector of Record (if applicable)

DocuSigned by:
Kirk Jesse
F32A0F0311EA4FE...
Signature

03/03/2023 | 13:11 PST
Date

Bob Lavey
PBK Architects
Architect / Engineer (if applicable)

DocuSigned by:
Bob Lavey
0959B2CA4BF0419...
Signature

03/03/2023 | 13:09 PST
Date

Hung Truong
CW Driver
Construction / Project Manager

DocuSigned by:
Hung Truong
DB019CAC3A0446B...
Signature

03/03/2023 | 13:28 PST
Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

Cesar Portugal
CVUSD Project Manager

Signature

Date

Director, Maintenance & Operations (if applicable)

Signature

Date

Beverly Beemer
Director, Planning (if applicable)

Signature

Date

Greg Stachura
Owner (Authorized Agent)

Signature

Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: April 6, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: CHANGE ORDER FOR BID NO. 22-23-08F, PRESERVE II SCHOOL – NEW CONSTRUCTION (BP 26-01)

=====

BACKGROUND

On October 20, 2022, the Board of Education awarded Bid No. 22-23-08F, Preserve II School – New Construction (BP 26-01) to Rancho Pacific Electric Construction, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Rancho Pacific Electric Construction, Inc.	\$61,576.00
	Bid Amount:	\$6,588,400.00
	Revised Total Project Amount:	\$6,619,976.00

The change order results in a net increase of \$61,576.00 to the construction cost and no days added to the contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

Staff recommends the approval of the Change Order for this bid.

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order for Bid No. 22-23-08F, Preserve II School – New Construction (BP 26-01).

FISCAL IMPACT

\$61,576.00 to Building Fund 21.

NE:GJS



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

CHANGE ORDER

Date: 03/01/2023 BID/ CUPCCAA #: 22-23-08F Change Order #: 001
Project Title: Preserve II School – New Construction
Owner: Chino Valley Unified School District DSA Application #: 04-120512 DSA File #: 36-11
Architect: PBK Contractor: Rancho Pacific Electric Construction Inc. (BP 26-01)

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

ITEM NO. 1: Description: ASI#003 Extend Infrastructure for Future Portables
Reason: Extend electrical and low voltage infrastructure pursuant to Architect Supplemental Instruction #003 dated January 23, 2023 for future portables. Per District’s request, this scope provides for additional underground conduit and pullboxes for power, data, fire alarm and security as shown on drawings E2.0, FA2.0 and T0.1 for connections to future portables located to the west of Buildings C and D.
Document Ref: Change Order Request P-001 (PCO #P-018)
Requested by: District
Change in Contract Sum: \$61,576.00 / ADD
Time Extension: 0

CONTRACT SUMMARY

The original contract amount was: \$6,558,400.00
Previously approved change order amount(s): \$0.00
The contract amount will be **increased** by this Change Order: \$61,576.00
The new contract amount including this change order will be: \$6,619,976.00

The original contract completion date: 05/30/2024
The contract time will be increased/decreased by days: 0 days
The date of completion as a result of this Change Order is: 05/30/2024

APPROVED BY:

Stephen Robinson
Contractor – Rancho Pacific Electric Construction Inc..

DocuSigned by:
Stephen Robinson
2448FDE4D580420...

03/02/2023 | 07:29 PST

Signature Date

Kamal Israil
TYR Inc.

DSA Inspector of Record (if applicable)

DocuSigned by:
KAMAL ISRAIL
A85D347C199F461...

Signature

03/02/2023 | 12:41 PST

Date

Bob Lavey
PBK

Architect / Engineer (if applicable)

DocuSigned by:
Bob Lavey
8953B2CA4BF0419...

Signature

03/02/2023 | 09:57 PST

Date

Hung Truong
CW Driver

Construction/Project Manager

DocuSigned by:
Hung Truong
DB919CAC3A0446B...

Signature

03/02/2023 | 09:26 PST

Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

Cesar Portugal
CVUSD Project Manager

CVUSD Project Manager

Signature

Date

Beverly Beemer
Director, Planning (if applicable)

Director, Planning (if applicable)

Signature

Date

Greg Stachura
Owner (Authorized Agent)

Owner (Authorized Agent)

Signature

Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: April 6, 2023
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations
SUBJECT: PROCESS ON THE NAMING OF PRESERVE SCHOOL #2

=====

BACKGROUND

In accordance with Board Policy 7310, Naming of Facilities, the following steps will take place to determine the name of Preserve School #2:

1. Beginning April 7, 2023, the public will be notified through the local news media, the District’s social media accounts and the District website of a 30-day window and the process to submit names, comments and recommendations on this request.
2. Upon the conclusion of the 30-day window, at the next regularly scheduled board meeting, May 18, 2023, the Board shall hold a public hearing on the proposed names received and entertain public comments.
3. At the following regularly scheduled Board meeting, June 1, 2023, the item shall come before the Board; the Board will again entertain public comments and take action on the item.

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

RECOMMENDATION

It is recommended the Board of Education approve the process on the naming of Preserve School #2.

FISCAL IMPACT

None.

NE:GJS

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: April 6, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: RESOLUTIONS 2022/2023-37, 2022/2023-38, 2022/2023-39, 2022/2023-40, 2022/2023-41, AND 2022/2023-42, 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 \$109,000.00 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:

Resolution	Contract	Contractor	Description	Term
2022/2023-37	Kings County Office of Education RFP Project No. 061119	Softchoice Corporation	Microsoft Products	8/1/2019 – 7/31/2023
2022/2023-38	California Multiple Award Schedule (CMAS) 3-17-70-2473Y	NIC Partners	Information Technology Goods and Services	11/14/2017-7/26/2027
2022/2023-39	California Multiple Award Schedule (CMAS) 3-19-70-2473AE	NIC Partners	Information Technology Goods and Services	11/4/2019-7/11/2027
2022/2023-40	California Multiple Award Schedule (CMAS) 3-10-70-2473P	NIC Partners	Information Technology Goods and Services	6/9/2013-6/26/2027
2022/2023-41	California Multiple Award Schedule (CMAS) 3-21-09-1035	NIC Partners	Information Technology Goods and Services	9/30/2021-5/3/2026
2022/2023-42	California Multiple Award Schedule (CMAS) 3-22-12-1046	NIC Partners	Information Technology Goods and Services	12/16/2022-8/22/2024

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolutions 2022/2023-37, 2022/2023-38, 2022/2023-39, 2022/2023-40, 2022/2023-41, and 2022/2023-42, Authorization to Utilize Piggyback Contracts.

FISCAL IMPACT

Unknown.

NE:GJS:kc

**Chino Valley Unified School District
Resolution 2022/2023-37
Authorization to Utilize Kings County Office of Education
RFP Project No. 061119 with Softchoice Corporation to Purchase
Microsoft Products through the Piggyback Contract**

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

WHEREAS, Kings County Office of Education currently has a piggyback contract, RFP Project No. 061119, in accordance with Public Contract Code 20118 with Softchoice Corporation, 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 through the piggyback contract procured by Kings County Office of Education, RFP Project No. 061119.

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 through the piggyback contract originally procured by the Kings County Office of Education, RFP Project No. 061119, 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 in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Kings County Office of Education, RFP Project No. 061119.

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 1, 2019, for the term ending July 31, 2023.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 6th day of April 2023 by the following vote:

Bridge	_____
Cruz	_____
Monroe	_____
Na	_____
Shaw	_____

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 2022/2023-38
Authorization to Utilize the California Multiple Award Schedule (CMAS)
3-17-70-2473Y With NIC Partners
to Purchase Information Technology Goods and Services
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 for the District;

WHEREAS, CMAS currently has a piggyback contract, 3-17-70-2473Y, 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 through the piggyback contract procured by the CMAS 3-17-70-2473Y.

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 through the piggyback contract originally procured by the CMAS 3-17-70-2473Y, 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 in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the CMAS 3-17-70-2473Y.

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 November 14, 2017, for the term ending July 26, 2027.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 6th day of April 2023 by the following vote:

Bridge	_____
Cruz	_____
Monroe	_____
Na	_____
Shaw	_____

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 2022/2023-39
Authorization to Utilize the California Multiple Award Schedule (CMAS)
3-19-70-3473AE With NIC Partners
to Purchase Information Technology Goods and Services
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 for the District;

WHEREAS, CMAS currently has a piggyback contract, 3-19-70-3473AE, 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 through the piggyback contract procured by the CMAS 3-19-70-3473AE.

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 through the piggyback contract originally procured by the CMAS 33-19-70-3473AE, 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 in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the CMAS 3-19-70-3473AE.

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 November 4, 2019, for the term ending July 11, 2027.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 6th day of April 2023 by the following vote:

Bridge	_____
Cruz	_____
Monroe	_____
Na	_____
Shaw	_____

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 2022/2023-40
Authorization to Utilize the California Multiple Award Schedule (CMAS)
3-10-70-2473P With NIC Partners
to Purchase Information Technology Goods and Services
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 for the District;

WHEREAS, CMAS currently has a piggyback contract, 3-10-70-2473P, 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 through the piggyback contract procured by the CMAS 3-10-70-2473P.

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 through the piggyback contract originally procured by the CMAS 3-10-70-2473P, 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 in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the CMAS 3-10-70-2473P.

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 June 9, 2013, for the term ending June 26, 2027.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 6th day of April 2023 by the following vote:

Bridge	_____
Cruz	_____
Monroe	_____
Na	_____
Shaw	_____

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 2022/2023-41
Authorization to Utilize the California Multiple Award Schedule (CMAS)
3-21-09-1035 With NIC Partners
to Purchase Information Technology Goods and Services
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 for the District;

WHEREAS, CMAS currently has a piggyback contract, 3-21-09-1035, 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 through the piggyback contract procured by the CMAS 3-21-09-1035.

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 through the piggyback contract originally procured by the CMAS 3-21-09-1035, 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 in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the CMAS 3-21-09-1035.

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 September 30, 2021, for the term ending May 3, 2026.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 6th day of April 2023 by the following vote:

Bridge	_____
Cruz	_____
Monroe	_____
Na	_____
Shaw	_____

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 2022/2023-42
Authorization to Utilize the California Multiple Award Schedule (CMAS)
3-22-12-1046 With NIC Partners
to Purchase Information Technology Goods and Services
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 for the District;

WHEREAS, CMAS currently has a piggyback contract, 3-22-12-1046, 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 through the piggyback contract procured by the CMAS 3-22-12-1046.

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 through the piggyback contract originally procured by the CMAS 3-22-12-1046, 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 in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the CMAS 3-22-12-1046.

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 December 16, 2022, 2021, for the term ending August 22, 2024.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 6th day of April 2023 by the following vote:

Bridge	_____
Cruz	_____
Monroe	_____
Na	_____
Shaw	_____

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: April 6, 2023
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:jw

CERTIFICATED PERSONNEL

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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HIRED AT THE APPROPRIATE PLACEMENT ON THE CERTIFICATED SALARY SCHEDULE AND APPROPRIATE CREDENTIAL FOR THE 2022/2023 SCHOOL YEAR

LEE, Jennifer	Special Education Teacher	Newman ES	03/20/2023
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RETIREMENT

CURRIE, Karen (33 years of service)	Elementary Teacher	Butterfield ES	07/01/2023
KLINGELBERG, Debra (27 years of service)	Elementary Teacher	Butterfield ES	06/01/2023
PATTERSON, Maritza (17 years of service)	Special Education Teacher	Rolling Ridge ES	05/27/2023
NUNOKAWA, Melissa (25 years of service)	Intervention Teacher	Rolling Ridge ES	05/27/2023
HARICHI, Maria (33 years of service)	Elementary Teacher	Wickman ES	05/29/2023
LUITEN, Jayne (29 years of service)	Elementary Teacher	Wickman ES	05/27/2023
STRADER, Caroline (24 years of service)	Elementary Teacher	Wickman ES	05/27/2023
BRISENO, Blanca (16 years of service)	Health Teacher	Don Lugo HS	05/27/2023
RAGLAND, Mary (22 years of service)	PE Teacher	Don Lugo HS	05/27/2023

RESIGNATION

JAMIR, Joy	Social Science Teacher	Don Lugo HS	06/01/2023
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APPOINTMENT - EXTRA DUTY

WALKER, Tyler (NBM)	Football (B)	Ayala HS	03/15/2023
WILEY, Jason (NBM)	Football (B)	Ayala HS	03/17/2023
DYKIER, Garrett (NBM)	Swim (B)	Chino Hills HS	03/28/2023
VARGAS, Renee (NBM)	Band (B)	Don Lugo HS	03/20/2023

APPOINTMENT - EXTRA DUTY - ACTIVITIES

ASHE, Tyler (NBM)	Jr. High Color Guard Advisor	Ramona JHS	02/21/2023
		TOTAL:	\$761.98

DELETE - EXTRA DUTY - ACTIVITIES

LOPEZ, Katelyn (NBM)	Jr. High Color Guard Advisor	Ramona JHS	02/20/2023
		TOTAL:	-\$761.98

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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APPOINTMENT - EXTRA DUTY - DEPARTMENT CHAIR

GILBERT-MCKELLIP, Laurie	Dept. Chair Special Education	Briggs K-8	02/24/2023
		TOTAL:	\$421.85

DELETE - EXTRA DUTY - DEPARTMENT CHAIR

GARCIA, Briana	Dept. Chair Special Education	Briggs K-8	02/24/2023
		TOTAL	-\$421.85

LEAVE OF ABSENCE - JOB SHARES – 2022/2023

OSUNA, Jena	1 st Grade Teacher 50%	Howard Cattle ES	2023/2024
REYES, Ashley	1 st Grade Teacher 50%	Howard Cattle ES	2023/2024

CLASSIFIED PERSONNEL

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

ALOR, Marlette	Behavior Intervention Associate (MH)	Special Education	04/17/2023
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LEAVE OF ABSENCE

LOPEZ, Marissa	Behavior Intervention Associate (MH)	Special Education	03/21/2023 through 03/24/2023
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HIRED AT THE APPROPRIATE PLACEMENT ON THE CLASSIFIED SALARY SCHEDULE**APPOINTMENT**

MENDOZA, Araceli	Playground Supervisor (GF)	Cortez ES	04/03/2023
DE ANDA, Ariadna	Nutrition Services Assistant I (NS)	Dickey ES	04/03/2023
LEE, Ya Wen	Bilingual Typist Clerk I-Mandarin (GF)	Eagle Canyon ES	03/22/2023
SUN, Jinjing	Bilingual Typist Clerk I-Mandarin (GF)	Litel ES	04/10/2023
RENDON Jessica	Playground Supervisor (GF)	Newman ES	03/15/2023
SANCHEZ, Tatyana	Paraprofessional II (SELPA/GF)	Newman ES	04/03/2023
MANNING, Cassidy	Child Care Specialist (C)	Child Development	04/10/2023
MCCOLLUM, Amy	Paraprofessional II (SELPA/GF)	Special Education	04/10/2023

PROMOTION

GANDARA, Carolyn	FROM: Typist Clerk II (GF) 8 hrs./201 contract days	Rhodes ES	07/10/2023
	TO: School Secretary I (GF) 8 hrs./ 215 contract days	Canyon Hills JHS	

PARKER, Maria	FROM: Health Technician (GF) 5.5 hrs./185 work days	Townsend JHS	04/03/2023
	TO: School Secretary I (GF) 8 hrs./ 215 work days	Rolling Ridge ES	

LAKIN, Jo Ann	FROM: Paraprofessional I (SELPA/GF) 3.5 hrs./181 work days	Ayala HS	04/10/2023
	TO: Assistant Principal's Secretary (GF) 8 hrs./213 work days	Ayala HS	

SEVILLANO, Dawn	FROM: Typist Clerk I (GF) 8 hrs./201 work days	Ayala HS	04/03/2023
	TO: Assistant Principal's Secretary (GF)	Ayala HS	

8 hrs./213 work days

CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>CHANGE OF ASSIGNMENT</u>			
GARZA, Lisa Marie	FROM: Paraprofessional II (SELPA/GF) 6 hrs./181 work days TO: Paraprofessional I (SELPA/GF) 5 hrs./181 work days	Ayala HS Litel ES	04/03/2023
THOMPSON, Danielle	FROM: Nutrition Services Roving Manager/ Caterer/Central Kitchen Assistant (NS) 8 hrs./184 work days TO: Nutrition Services Roving Manager/ Caterer/Central Kitchen Assistant (NS) 8 hrs./ 261 contract days	Nutrition Services Nutrition Services	04/03/2023
GARCIA, Marcial	FROM: Playground Supervisor (GF) 7.5 hrs./180 work days TO: Security Person (GF) 8 hrs./181 work days	Chino Hills HS Chino Hills HS	04/03/2023

APPOINTMENT – EXTENDED LEARNING - SUMMER PROGRAM

PALACIOS, Virginia	Nutrition Services Manager I (NS)	Borba ES	06/05/2023
FERRIERA, Linda	Nutrition Services Manager I (NS)	Cortez ES	06/05/2023
SEIFERT, Danielle	Nutrition Services Manager I (NS)	Cortez ES	07/10/2023
ERMER, Carrie	Nutrition Services Manager I (NS)	Dickey ES	06/05/2023
SIRISUB, Brenda	Nutrition Services Manager I (NS)	Hidden Trails ES	06/05/2023
IBARRA, Guillermina	Nutrition Services Manager I (NS)	Rolling Ridge ES	06/05/2023
PARRY, Tina	Nutrition Services Manager I (NS)	Wickman ES	06/05/2023

APPOINTMENT - SUPPLEMENTAL INSTRUCTION - SUMMER SCHOOL

CASTILLO, Diane	Health Technician (SS)	Ayala HS	05/31/2023
GUZMAN, Guadalupe	Security Person (SS)	Ayala HS	06/01/2023
KATSUHIRO, Leticia	Nutrition Services Manager I (NS)	Ayala HS	06/01/2023
MAZZUCA, Angela	Secondary Library/Media Center Assistant (SS)	Ayala HS	05/15/2023
RODRIGUEZ, Arlene	School Secretary I(SS)	Ayala HS	05/31/2023
ROMERO, Rafaela	High School Receptionist (SS)	Ayala HS	05/31/2023
VICENCIO, Rachel	Nutrition Services Assistant I (NS)	Ayala HS	06/05/2023
CAMACHO, Yahaira	School Secretary I(SS)	Buena Vista HS	06/02/2023
BELTRAN, Robert	Security Person (SS)	Chino HS	06/05/2023
CHUC, Nancy	Secondary Library/Media Center Assistant (SS)	Chino HS	05/15/2023
FELIZ, Gina	School Secretary I(SS)	Chino HS	06/02/2023
FEHLOW, Deborah	Nutrition Services Manager I (NS)	Chino HS	06/05/2023
HERNANDEZ-REYES, Antoinette	High School Receptionist (SS)	Chino HS	06/02/2023
LESURE, Toinyetta	Custodian I (SS)	Chino HS	06/05/2023
MELLENDEZ, Joy	Health Technician (SS)	Chino HS	06/02/2023

ALAMILLO, Marisol	Security Person (ss)	Chino Hills HS	06/05/2023
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CLASSIFIED PERSONNEL (cont.)

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

AMBRIZ, Briana	Secondary Library/Media Center Assistant (SS)	Chino Hills HS	05/15/2023
CHAVEZ, Linda	High School Receptionist (ss)	Chino Hills HS	06/02/2023
HOLENDOR, Ambar	School Secretary I (ss)	Chino Hills HS	06/02/2023
RANGEL, Paula	Playground Supervisor (ss)	Chino Hills HS	06/05/2023
ROMERO, Soledad	Custodian I (ss)	Chino Hills HS	06/05/2023
SOLORZANO, Veronica	Health Technician (ss)	Chino Hills HS	06/02/2023
CLARK, Holly	High School Receptionist (ss)	Don Lugo HS	06/02/2023
DAVIS, Donald	Security Person (ss)	Don Lugo HS	06/05/2023
FLORES, Angelica	Playground Supervisor (ss)	Don Lugo HS	06/05/2023
HENSLEY, Jackie	Nutrition Services Assistant I (NS)	Don Lugo HS	06/05/2023
HERNANDEZ, Elena	School Secretary I (ss)	Don Lugo HS	06/02/2023
REYES, Jessica	Secondary Library/Media Center Assistant (SS)	Don Lugo HS	05/15/2023
RUIZ, Ramona	Health Technician (ss)	Don Lugo HS	06/02/2023
HORSLEY-SUAREZ, Jane	Health Technician (ss)	Newman ES	06/01/2023
SHUE, Nicole	School Secretary I (ss)	Newman ES	05/31/2023
VASQUEZ, Lisa	Nutrition Services Manager I (NS)	Newman ES	06/05/2023
GUTIERREZ, Deborah	School Secretary I (ss)	Walnut ES	05/31/2023

LEAVE OF ABSENCE

DEBACA, Anacani	Bus Driver (GF)	Transportation	03/10/2023 through 06/10/2023
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PLACED ON 39-MONTH RE-EMPLOYMENT LIST

LEPPOLD, Vickie	Playground Supervisor (GF)	Townsend JHS	03/10/2023
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RESIGNATION

SEIFERT, Teresa	Nutrition Services Manager III (NS)	Magnolia JHS	04/13/2023
FREUDE, Amy	Playground Supervisor (GF)	Ayala HS	03/20/2023
RODRIGUEZ, Matthew	Custodian I (GF)	Alternative Education	03/18/2023

RETIREMENT

MCNEW, Tammy (22 Years of Service)	Typist Clerk II (SELPA/GF)	Special Education	07/01/2023
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APPOINTMENT OF CLASSIFIED SUBSTITUTES EFFECTIVE JULY 1, 2022, THROUGH JUNE 30, 2023

BURKEY, Lisa	CARDIEL, Brianna	CORTEZ, Violeta
DUENAS, Dominique	MENDOZA, Randall	MORALEZ, Wendy

RODRIGUEZ, Matthew

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: April 6, 2023
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: EDUCATION AFFILIATION AGREEMENT WITH PACIFIC COLLEGE OF NURSING

=====

BACKGROUND

Student teaching, internship, and practicum experience provides 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 an Education Affiliation Agreement with Pacific College of Nursing.

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

RECOMMENDATION

It is recommended the Board of Education approve the Education Affiliation Agreement with Pacific College of Nursing.

FISCAL IMPACT

None.

NE:RR:IB:ED:jw

PACIFIC COLLEGE OF NURSING Education Affiliation Agreement

This Education Affiliation Agreement (the "Agreement") is entered into this **April 01, 2023** ("Effective Date") between **Chino Valley Unified School District**, and its subsidiaries and affiliated facilities, if applicable, hereinafter "**Hospital**" and Pacific College with headquarters located at 3160 Red Hill Ave, Costa Mesa, CA 92626 hereinafter "**School**". **The Agreement shall apply to the affiliated facilities identified by name and location on Attachment A to this Agreement.**

This Agreement, together with the attached Scope of Work, Terms and Conditions, any attachments thereto, and amendments, shall constitute the entire agreement between the parties, and supersedes all other understandings, oral or written.

FOR AND ON BEHALF OF SCHOOL:

FOR AND ON BEHALF OF HOSPITAL:

PACIFIC COLLEGE OF NURSING

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Signature

Signature

Elizabeth Simmons

Printed Name

Printed Name

CFO

Title

Title

Date

Date

SCOPE OF WORK

1. PURPOSE:

The purpose of this Agreement is to define the roles and responsibilities of **Hospital** and **School** while students enrolled in the LVN or RN or FNP Nursing Program attend the **Hospital** to fulfill the requirements in clinical nursing courses.

2. ASSIGNMENTS:

The assignments of students enrolled in the nursing program at **School** shall be coordinated by designated staff from **Hospital** and faculty from **School**.

3. RESPONSIBILITIES OF SCHOOL:

School shall have the following major responsibilities:

3.1 Use proper administrative procedure in planning for observation and/or clinical experience. At all times, **School** faculty shall have direction and control of students' educational program.

3.2 Provide supervision, direction, and instruction required by the Program:

3.2.1 Ensure that placement activities are appropriate to student learning objectives;

3.2.2 Ensure that the student is progressing in accordance with expectations;

3.2.3 Meet with the student on a regular basis and otherwise as needed;

3.2.4 Review student progress and products associated with the placement;

3.2.5 Evaluate student progress;

3.2.6 Debrief the site supervisor and others as appropriate.

- 3.3 Adhere to the existing rules and regulations of **Hospital**.
- 3.4 Provide **Hospital** at least ten (10) days prior to arrival of students, with names of students and faculty participants, to allow for proper planning for their experience.
- 3.5 Assure that each student in the Program shall meet the physical examination, drug screening, and immunization requirements as required by **School**.
- 3.6 Assure that students are knowledgeable in safety requirements relating to OSHA and that they comply with mandatory handling of hazardous and medical waste disposal.
- 3.7 Instruct the students participating in the Program that it is a requirement to respect the confidentiality of all client/participant information obtained while participating in the Program. The School will provide orientation and education of all Students regarding confidentiality rules, in cooperation with the Hospital, enforcement of a requirement that all Students follow the Hospital's policy with regard to confidential information, including obtaining signed confidentiality agreements and compliance with all policies and procedures adopted by the Hospital to comply with the privacy or security final regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Upon the Hospital's request, any Student that the Hospital believes to be in violation of its policies and procedures shall be removed from the Student's placement at the Hospital by the School.
- 3.8 Assure that clinical students are supervised by an onsite clinical School faculty member, or other qualified individual, at all times.
- 3.9 Require that students in the **School** Nursing Program have a current fingerprint clearance card as a condition of admission to the program.
- 3.10 Instruct all students and faculty that **School** identification badges must be worn at all times when at **Hospital**.

4. RESPONSIBILITIES OF HOSPITAL:

- 4.1 Appoint a designated staff person who is responsible for coordinating and approving the educational activities and placement of students. The **Hospital** designated staff person will coordinate all student assignments with **School's** designated coordinator.
- 4.2 Provide learning experiences and information that are appropriate and relate to the various training phases under study by the students.
- 4.3 Provide orientation for students which may include, but not limited to, review of **Hospital's** policies and procedures, overview of program, special needs of population to be served, and preparation information for clinical experience activity to be performed.
- 4.4 Keep **School** informed of policy changes which may affect faculty and students.
- 4.5 Notify **School** in writing if any student does not meet its standards for safety, health, confidentiality or ethical behavior and require withdrawal of the student from access to **Hospital** for reasonable cause, setting forth the basis for withdrawal.
- 4.6 If applicable, allow use by students and faculty of the cafeteria, conference rooms, dressing rooms, and library on an as-available basis and as required by **School's** educational programs without charge, except for cafeteria food and beverages.
- 4.7 Take reasonable efforts to provide that no instructions or directions regarding client/participant care shall be provided to **School** faculty or students by anyone not authorized to act on behalf of **Hospital**.
- 4.8 **Hospital** supervisory personnel may, in emergencies or based on violations of standards of client/participant care, temporarily relieve a faculty member or student from an assignment or request that the faculty member or student leave the floor or department pending a final determination of the faculty member's or student's status by the parties.

5. MUTUAL RESPONSIBILITIES OF SCHOOL AND HOSPITAL:

The assigned personnel of **Hospital** and **School** faculty will confer at mutually agreed upon times to coordinate and evaluate the learning experiences of the assigned students.

TERMS AND CONDITIONS

1. AMENDMENTS:

Any amendment to this contract shall be in writing and agreed to and signed by both parties.

2. COMPLIANCE WITH APPLICABLE LAWS:

Both parties shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the federal, state, and local governments whether or not specifically referenced herein, including, but not limited to: affirmative action/equal employment; non-discrimination including the Americans with Disabilities Act; Drug-Free Workplace; Smoking Pollution Control Ordinances; and the Immigration Reform and Control Act of 1986.

3. RECORDS; INSPECTION:

School shall maintain all educational records and reports relating to the Program, and **Hospital** shall have no responsibility for these reports other than those agreed-upon reports from clinical supervisors which are necessary to School's monitoring of student progress. **School** shall retain all data and other records relating to the acquisition and performance of this Agreement for a period of five years after its termination. All records shall be subject to inspection and audit by **Hospital** at reasonable times, and where applicable, the state or Federal government, to the extent that the records relate to the performance of the Agreement. Upon request, **School** shall provide **Hospital** a legible copy of any or all such records to the extent permitted under applicable law.

4. RELATIONSHIP OF PARTIES – EMPLOYMENT DISCLAIMER:

The parties are independent contractors. This Agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties agree that no persons supplied by **School** in the performance of **School's** obligations under this Agreement are considered to be **Hospital** employees or volunteers of **Hospital**, and that no rights of benefits, retirement or personnel rules accrue to such persons.

5. INDEMNIFICATION:

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

6. INSURANCE:

During the term of this Agreement, **School** shall maintain liability insurance or self-insurance coverage for the negligent acts, errors and omissions of "College Covered Parties." College Covered Parties shall mean students, student interns, faculty, employees and agents arranging for, supervising, participating in, or otherwise acting in connection with the internship program covered by this Agreement (including, without limitation, student teachers as student interns). It is agreed that **School's** liability and workers' compensation insurance/self-insurance programs will be primary and non-contributory for College's Covered Parties under this Agreement.

With respect to medical professional liability insurance or self-insurance for College Covered Parties, **School** shall maintain limits of at least \$1,000,000 per claim occurrence and \$3,000,000 in annual aggregate.

7. TERM :

This Agreement shall commence as of the Effective Date, and continue until terminated, with or without cause, by either party with written notice given at least six (6) months prior to the next succeeding **School** semester or school term. Following such notice, this Agreement shall continue until all students then participating in the Program at **Hospital** finish all training activities during the then-current semester or school term.

8. AUTHORIZED SIGNATURE:

Each party to this Agreement represents that the person signing this Agreement on its behalf is authorized by each respective party to do so.

9. ENTIRE AGREEMENT:

This Agreement contains the entire understanding between the parties. All prior negotiations between the parties are merged into this Agreement, and there are no other understandings or agreements.

10. NO THIRD PARTY BENEFICIARIES:

This Agreement is intended solely for the mutual benefit of the parties, and there is no intention to create any rights or obligations for any party or person other than **School** and **Hospital**.

11. NON-DISCRIMINATION:

School shall present, and **Hospital** shall accept, students without regard to sex, race, color, creed, religion, or national origin or ancestry, age, height, weight, marital status, sexual orientation, Vietnam-era veteran status, disability, or handicap. However, nothing in this Agreement shall require **Hospital** to accept any student who has previously been discharged from employment or refused employment by **Hospital**.

12. ASSIGNMENT:

This Agreement is not assignable by either party other than by operation of law; provided, however, that **School** shall be permitted to assign all or any part of its respective rights or obligations hereunder to any person or entity (i) in which it has a controlling interest, (ii) which has a controlling interest in it, (iii) which is under common control with it, (iv) which acquires all or substantially all of the business or assets of Sentinel Peak Colleges, LLC, **School** or any of their respective subsidiaries or (v) which is a lender to Sentinel Peak Colleges, LLC or any of its affiliates or subsidiaries (including, without limitation, **School**) pursuant to a collateral assignment requested by such lender; and provided further, that **Hospital** shall be permitted to assign all or any part of its respective rights or obligations hereunder to any person or entity (i) in which it has a controlling interest, (ii) which has a controlling interest in it, (iii) which is under common control with it, or (iv) which acquires all or substantially all of the business or assets of **Hospital** or any of its respective subsidiaries]. In the event of any such permitted assignment, the assignee shall assume all of the rights and obligations of the assignor hereunder and shall comply with the terms and provisions of this Agreement as though originally a party hereto.

Attachment A

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

CVUSD Health Center
12790 3rd Street
Chino, CA 91710

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: April 6, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

SUBJECT: FIRST AMENDED REIMBURSEMENT AGREEMENT BETWEEN THE CHINO VALLEY UNIFIED SCHOOL DISTRICT AND THE RONALD REAGAN CHARTER SCHOOL ALLIANCE FOR OVERALLOCATED SPACE

=====

BACKGROUND

On December 16, 2022, Sycamore Academy of Science and Cultural Arts-Chino Valley (SASCA-CV) requested that the Chino Valley Unified School District “*forgive*” the remaining balance of its Proposition 39 overallocation fees owed pursuant to the May 20, 2021 Reimbursement Agreement. The remaining balance is \$154,367.31. A “*revised payment plan*” is proposed and outlined in the attached agreement.

RECOMMENDATION

It is recommended the Board of Education receive for information the First Amended Reimbursement Agreement Between the Chino Valley Unified School District and the Ronald Reagan Charter School Alliance for Overallocated Space.

FISCAL IMPACT

None.

NE:pk

**FIRST AMENDED REIMBURSEMENT AGREEMENT
BETWEEN THE CHINO VALLEY UNIFIED SCHOOL DISTRICT AND
THE RONALD REAGAN CHARTER SCHOOL ALLIANCE
FOR OVERALLOCATED SPACE**

This FIRST AMENDED REIMBURSEMENT AGREEMENT (“First Amended Reimbursement Agreement”) is made by and between the Chino Valley Unified School District (“CVUSD” or “District”), a public school district organized and existing under the laws of the State of California, and the Ronald Reagan Charter School Alliance (“RRCSA”), a California non-profit public benefit corporation (California Secretary of State number C3065333 and federal employer identification number 26-1352817) operating the Sycamore Academy of Science and Cultural Arts-Chino Valley charter school (Charter School #2036) (“SASCA-CV”). The District, RRCSA, and SASCA-CV may be referred to herein individually as a “Party” or collectively as the “Parties.”

WHEREAS, Education Code section 47614(b)(2) states:

“If the charter school, during that following year, generates less average daily classroom attendance by in-district students than it projected, the charter school shall reimburse the district for the over-allocated space at rates to be set by the State Board of Education.”

WHEREAS, CVUSD charged SASCA-CV \$245,027.52 for District space over-allocated to SASCA-CV for the 2019-2020 school year pursuant to California Proposition 39 based upon SASCA-CV’s over-projection of the average daily classroom attendance of in-district students by 119.06.

WHEREAS, the Parties previously agreed to a financing plan regarding the \$245,027.52 in SASCA-CV’s Proposition 39 overallocation charges for the 2019-2020 school year.

WHEREAS, the RRCSA’s Board of Directors approved an initial reimbursement agreement (“Reimbursement Agreement”) during a duly agendized meeting on April 26, 2021 agreeing that SASCA-CV will pay CVUSD \$245,027.52 in Proposition 39 overallocation charges for the 2019-2020 school year in thirty-one (31) payments in the amounts of:

<u>PAYMENT</u>		<u>PAYMENT</u>		<u>PAYMENT</u>		<u>PAYMENT</u>	
1.	\$ 2,450.28	10.	\$ 4,900.55	19.	\$ 4,900.55	28.	\$17,151.92
2.	\$ 2,450.28	11.	\$ 4,900.55	20.	\$ 4,900.55	29.	\$17,151.92
3.	\$ 2,450.28	12.	\$ 4,900.55	21.	\$ 4,900.55	30.	\$17,151.92
4.	\$ 2,450.28	13.	\$ 4,900.55	22.	\$ 4,900.55	31.	\$17,151.95
5.	\$ 2,450.28	14.	\$ 4,900.55	23.	\$17,151.92		
6.	\$ 2,450.28	15.	\$ 4,900.55	24.	\$17,151.92		
7.	\$ 2,450.28	16.	\$ 4,900.55	25.	\$17,151.92		
8.	\$ 4,900.55	17.	\$ 4,900.55	26.	\$17,151.92		
9.	\$ 4,900.55	18.	\$ 4,900.55	27.	\$17,151.92		

WHEREAS, CVUSD’s Board of Education approved the Reimbursement Agreement on May 20, 2021.

WHEREAS, as of March 23, 2023, SASCA-CV has made twenty-two (22) of the thirty-one (31) payments for a total of \$90,660.21 paid to date of the \$245,027.52 due to CVUSD pursuant to the May 20, 2021 Reimbursement Agreement.

WHEREAS, as of March 23, 2023, SASCA-CV still owes CVUSD \$154,367.31 of the \$245,027.52 in Proposition 39 overallocation fees due pursuant to the May 20, 2021 Reimbursement Agreement.

WHEREAS, by correspondence dated December 16, 2022, SASCA-CV requested CVUSD “*forgive*” the remaining balance of its Proposition 39 overallocation fees owed pursuant to the May 20, 2021 Reimbursement Agreement.

WHEREAS, CVUSD’s Board of Education alternatively proposed to extend SASCA-CV’s \$4,900.55 monthly payments until its remaining balance of overallocation fees owed to CVUSD are paid.

WHEREAS, the Parties enter into this First Amended Reimbursement Agreement to revise the payment plan for SASCA-CV’s remaining balance of \$154,367.31 in Proposition 39 overallocation charges for the 2019-2020 school year.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. Material Term.** It is a material term of this First Amended Reimbursement Agreement that the RRCSA Board of Directors approve this agreement during a duly agendized meeting and agree that, as consideration for the District not requiring immediate payment in full, SASCA-CV will pay to the CVUSD the remaining balance of \$154,367.31 in Proposition 39 overallocation fees in thirty-two (32) payments (“Revised Payment Plan”) in the amounts of:

	<u>PAYMENT</u>		<u>PAYMENT</u>		<u>PAYMENT</u>		<u>PAYMENT</u>
1.	\$ 4,900.55	10.	\$ 4,900.55	19.	\$ 4,900.55	28.	\$ 4,900.55
2.	\$ 4,900.55	11.	\$ 4,900.55	20.	\$ 4,900.55	29.	\$ 4,900.55
3.	\$ 4,900.55	12.	\$ 4,900.55	21.	\$ 4,900.55	30.	\$ 4,900.55
4.	\$ 4,900.55	13.	\$ 4,900.55	22.	\$ 4,900.55	31.	\$ 4,900.55
5.	\$ 4,900.55	14.	\$ 4,900.55	23.	\$ 4,900.55	32.	\$ 2,450.26
6.	\$ 4,900.55	15.	\$ 4,900.55	24.	\$ 4,900.55		
7.	\$ 4,900.55	16.	\$ 4,900.55	25.	\$ 4,900.55		
8.	\$ 4,900.55	17.	\$ 4,900.55	26.	\$ 4,900.55		
9.	\$ 4,900.55	18.	\$ 4,900.55	27.	\$ 4,900.55		

- 2. Due Dates for Payment.** SASCA-CV's first payment pursuant to the Revised Payment Plan shall be due within thirty (30) calendar days of the approval and execution of this First Amended Reimbursement Agreement by the Chino Valley Unified School District Board of Education following approval and execution of this First Amended Reimbursement Agreement by the RRCSA Board of Directors.

After SASCA-CV's first payment pursuant to the Revised Payment Plan, the District will provide SASCA-CV with a schedule of the calendar dates on which SASCA-CV's remaining First Amended Reimbursement Agreement payments shall be due.

After SASCA-CV's first payment pursuant to the Revised Payment Plan, the District will bill SASCA-CV at the end of each month for the prior month's reimbursement payment.

All reimbursement payments shall be due, payable to the District, and must actually be received at 5130 Riverside Drive, Chino, CA 91710 within thirty (30) calendar days of SASCA-CV's receipt of each invoice.

- 3. Default or Material Breach by SASCA-CV.** This First Amended Reimbursement Agreement will terminate upon commission of a default or material breach of SASCA-CV's obligations.

- a. A default and material breach of this First Amended Reimbursement Agreement includes but is not limited to the occurrence of one or more of the following events:
- i. Any failure by SASCA-CV to make payments required to be paid hereunder, where such failure continues for five (5) calendar days after written notice by the District to SASCA-CV;
 - ii. The making by SASCA-CV of any general assignment or general arrangement for the benefit of creditors; the filing by or against SASCA-CV of a petition to have SASCA-CV adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against SASCA-CV, the same is dismissed within sixty (60) calendar days); the appointment of a trustee or receiver to take possession of substantially all of SASCA-CV's assets or of SASCA-CV's interest in this Reimbursement Agreement, where possession is not restored to SASCA-CV within thirty (30) calendar days; or the attachment, execution or other judicial seizure of substantially all of SASCA-CV's assets or of SASCA-CV's interest in this Reimbursement Agreement, where such seizure is not discharged within thirty (30) calendar days.

- 4. District's Remedies for SASCA-CV's Default or Material Breach.** If SASCA-CV commits any such material default or breach, then the District may, at any time thereafter without limiting the District in the exercise of any right or remedy at law or in equity which the District may have by reason of such default or breach:

- a. Maintain this First Amended Reimbursement Agreement in full force and effect and recover all payments and other monetary charges as they become due.

- b. The rights and remedies of the District set forth herein are not exclusive, and the District may exercise any other right or remedy now or later available to it under this First Amended Reimbursement Agreement, at law or in equity.

5. Indemnification. With the exception of any liability, claims, or damages caused by the negligence or willful misconduct of the District, RRCSA and SASCA-CV (“Indemnifying Parties”) shall indemnify, hold harmless and defend, release and protect the District, its affiliates, successors and assigns, and its officers, board members, employees, and agents (“Indemnified Party” or “Indemnified Parties”) against and from any and all claims, demands, actions, causes of action, suits, losses, liabilities, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorneys’ fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Indemnified Party or Indemnified Parties that may be asserted or claimed by any person, firm, or entity in connection with this First Amended Reimbursement Agreement.

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

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

If to the District:

Chino Valley Unified School District
5130 Riverside Drive
Chino, CA 91710
Attention: Sandra Chen, Associate Superintendent, Business Services
Sandra.Chen@chino.k12.ca.us

If to SASCA-CV:

Sycamore Academy of Science and Cultural Arts-Chino Valley Charter School
P.O. Box 637
Chino, CA 91710
Attention: Barbara Hale, Executive Director
b.hale@sycamoreacademycharter.org

If to RRCSA:

Ronald Reagan Charter School Alliance
23151 Palomar Street, P.O. Box 1390
Wildomar, CA 92595

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

7. **Amendment.** This First Amended Reimbursement Agreement may be amended or modified only by a written instrument executed by all the Parties.
8. **Legal Interpretation.** This First Amended Reimbursement Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this First Amended Reimbursement Agreement shall be filed in the Superior Court of San Bernardino County, California. Should either Party be compelled to institute legal or other proceedings against the other for or on account of the other Party's failure or refusal to perform or fulfill any of the covenants or conditions of this First Amended Reimbursement Agreement on its part to be performed or fulfilled, the Parties agree that the legal rules and principles applicable to contracts shall govern any such action or proceedings.
9. **Legal Representation.** Each party acknowledges that said party has had the opportunity to be represented by independent legal counsel or other representative of choice throughout all of the negotiations which preceded the execution of this First Amended Reimbursement Agreement, and that each party has duly executed this First Amended Reimbursement Agreement with the consent and approval of any such independent legal counsel and/or representative.
10. **Entire Agreement.** This First Amended Reimbursement Agreement is binding upon and shall inure to the benefit of the parties hereto, their respective officers, employees, agents, representatives, predecessors, and successors, past, present, and future. This First Amended Reimbursement Agreement is intended by the Parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the agreement and understanding of the Parties hereto with respect to the subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein. This First Amended Reimbursement Agreement supersedes all prior discussions, negotiations, and agreements and understandings between the Parties whether oral or written with respect to such subject matter.
11. **Acknowledgement.** In signing this document, all parties acknowledge that they have read the whole First Amended Reimbursement Agreement, that they fully understand all of the provisions of the First Amended Reimbursement Agreement and the consequences of signing it, accept as adequate the consideration provided herein, and agree to all of the terms and conditions therein.
12. **Legal Fees.** All parties shall bear their own legal fees and costs in connection with the negotiation and execution of this First Amended Reimbursement Agreement.
13. **Attorneys' Fees.** In any litigation, arbitration, or other proceeding brought for the interpretation or enforcement of this First Amended Reimbursement Agreement, or because of an alleged dispute, default, misrepresentation, or breach in connection with any of the provisions of this Agreement, the prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees, costs, and expenses actually incurred in connection therewith, in addition to any other relief to which he, she, it, or they may be entitled.

- 14. Survival of Terms.** If any term, provision, covenant or condition of this First Amended Reimbursement Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this First Amended Reimbursement Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 15. Waiver.** The waiver by any Party of any breach of any term, covenant, or condition herein contained in this First Amended Reimbursement Agreement shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 16. Subcontract and Assignment.** SASCA-CV and/or RRCSA shall not assign or sublet this First Amended Reimbursement Agreement or any rights, benefits, liabilities and obligations hereunder, to any person or business entity without the District's express written consent, which consent shall be granted at the District's sole and absolute discretion and, if granted, may be conditioned or delayed.
- 17. Independent Status.** This First Amended Reimbursement Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.
- 18. Captions.** The captions contained in this First Amended Reimbursement Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.
- 19. Execution in Counterparts.** This First Amended Reimbursement Agreement may be executed in one or more separate counterparts, including electronic and facsimile copies, each of which, when so executed, shall be deemed an original. Such counterparts shall together constitute and be one and the same instrument.
- 20. Scanned/Electronic Signatures.** This First Amended Reimbursement Agreement may be executed and electronically transmitted to any other party by Portable Document Format ("PDF"), which PDF shall be deemed to be, and utilized in all respects as, an original, wet-inked document.
- 21. Board Approval.** This First Amended Reimbursement Agreement shall become effective upon approval by SASCA-CV's governing board, the RRCSA Board of Directors, followed by approval by the District's Governing Board.

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

APPROVED & ACCEPTED: CHINO VALLEY UNIFIED SCHOOL DISTRICT

Approved and ratified on _____, 2023 by the Chino Valley Unified School District Board of Education by the following vote:

AYES: _____

NOES: _____

Abstentions: _____

Dr. Norm Enfield
Superintendent

APPROVED & ACCEPTED: RONALD REAGAN CHARTER SCHOOL ALLIANCE

Approved and ratified on _____, 2023 by the Ronald Reagan Charter School Alliance Board of Directors by the following vote:

AYES: _____

NOES: _____

Abstentions: _____

Name:
Title:

Barbara Hale
Executive Director
Sycamore Academy of Science and Cultural Arts-Chino Valley

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: April 6, 2023

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: 2022/2023 FIRST SEMESTER STUDENT EXPULSION REPORT

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BACKGROUND

In order to provide the Board of Education with regular and summative expulsion information, an expulsion report will be presented on a semester basis. This report will indicate the number of students recommended for expulsion, the offense, and the disposition of each case. During first semester 2022/2023, 41 students were recommended for expulsion. Of those recommendations, 17 were expelled and 24 were revoked.

In accordance with Board Policy 5144.1, policies and standards of behavior consistent with the Education Code are established 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 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 or serious nature, expulsion is used only when there is a history of misconduct, when other means of correction, including other forms of discipline such as suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to self or others.

In compliance with established Board policies and standards, the District makes removal of potentially dangerous students from the classroom a top priority, ensures fair and equal treatment of all students, and requires that instances of offenses be addressed according to Board policies and to the fullest extent allowed by law. The Education Code mandates recommendations for expulsion in a number of instances, with discretion to actually impose expulsion vested in the final decision of the District's Board of Education after an evidentiary hearing has been held before a District expulsion hearing panel.

Before the expulsion process starts, site administration shall immediately report to the Superintendent or designee any incidence of offenses specified in law, board policy and administrative regulation as cause for suspension or expulsion.

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 2022/2023 First Semester Student Expulsion Report.

FISCAL IMPACT

None.

NE:LF:SJ:jg

Expulsion Hearing Administrative Each expelled pupil is ordered to complete a plan of rehabilitation prior to application for readmission.		Full Expulsion	Suspended Enforcement	Time Frame				Program Referral		Revocation of Recommendation	
				1 semester	2 semesters	Split Semesters	1 Year	District	County	School Site Principal	Expulsion Hearing Panel or Board Decision
48900(a)(1)	Caused, attempted to cause, or threatened to cause physical injury.	5			5			5		5	3
48900(a)(2)	Willfully used force or violence upon another person, except in self-defense.	2			2			2		3	1
48900(b)	Possessed, sold, or furnished a firearm, knife, explosive, or other dangerous object.	1			1			1			
48900(c)	Possessed, used, sold, or furnished, or been under the influence of a controlled substance, an alcoholic beverage, or an intoxicant of any kind.	3		1	2			3		2	
48900(d)	Offered, arranged, or negotiated to sell a controlled substance, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.										
48900(e)	Committed or attempted to commit robbery or extortion.										
48900(f)	Caused or attempted to cause damage to school property or private property.									1	
48900(g)	Stole, or attempted to steal, school property or private property.										
48900(h)	Possessed or used tobacco, or products containing tobacco or nicotine products.									1	
48900(i)	Committed an obscene act or engaged in profanity or vulgarity.										
48900(j)	Possessed or offered, arranged, or negotiated to sell drug paraphernalia.										
48900(k)(1)	Disrupted school activities or willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel.										
48900(l)	Knowingly received stolen school property or private property.										
48900(m)	Possessed an imitation firearm.									1	
48900(n)	Committed or attempted to commit a sexual assault or committed a sexual battery.										
48900(o)	Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for purposes of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.										
48900(p)	Offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.										
48900(q)	Engaged in, or attempted to engage in, hazing.										
48900(r)	Engaged in an act of bullying.										
48900(t)	A pupil who aids or abets, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion.										
48900.2	Committed sexual harassment. (Applicable to grades 4-12, only.)	1			1			1			1

<p style="text-align: center;">Expulsion Hearing Administrative</p> <p style="text-align: center;">Each expelled pupil is ordered to complete a plan of rehabilitation prior to application for readmission.</p>		Full Expulsion	Suspended Enforcement	Time Frame				Program Referral		Revocation of Recommendation	
				1 semester	2 semesters	Split Semesters	1 Year	District	County	School Site Principal	Expulsion Hearing Panel or Board Decision
48900.3	Caused, attempted to cause, threatened to cause, or participated in an act of hate violence. (Applicable to grades 4-12, only.)										
48900.4	Intentionally engaged in harassment, threats, or intimidation, directed against school district personnel or pupils by creating an intimidating or hostile educational environment. (Applicable to grades 4-12, only.)	1			1			1		1	
48900.7	Made terroristic threats against school officials and/or school property.	1			1			1			
48915(a)(1)(A)	Causing serious physical injury to another person, except in self-defense.										
48915(a)(1)(B)	Possession of any knife or other dangerous object of no reasonable use to the pupil.	1			1			1		2	1
48915(a)(1)(C)	Unlawful possession of any controlled substance except for one of the following: (i) The first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis. (ii) The possession of over the counter medication for use by the pupil for medical purposes or medication prescribed for the pupil by a physician.										
48915(a)(1)(D)	Robbery or extortion.										
48915(a)(1)(E)	Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon any school employee. An assault is an unlawful attempt, coupled with a present ability, to commit a violent injury on the person of another. A battery is any willful and unlawful use of force or violence upon the person of another.									1	1
48915(c)(1)	The principal or superintendent of schools shall immediately suspend, pursuant to Section 48911, and shall recommend expulsion of a pupil that he or she determines has committed any of the following acts at school or at a school activity off school grounds: (1) Possessing, selling, or otherwise furnishing a firearm. This subdivision does not apply to an act of possessing a firearm if the pupil had obtained prior written permission to possess the firearm from a certificated school employee, which is concurred in by the principal or the designee of the principal. This subdivision applies to an act of possessing a firearm only if the possession is verified by an employee of a school district. The act of possessing an imitation firearm, as defined in subdivision (m) of Section 48900, is not an offense for which suspension or expulsion is mandatory, but it is an offense for which suspension, or expulsion may be imposed.										
48915(c)(2)	Brandishing a knife at another person.	1			1				1		
48915(c)(3)	Selling a controlled substance.	1					1	1			
48915(c)(4)	Committing or attempting to commit a sexual assault or committing sexual battery as defined in subdivision (n) of Section 48900.										
48915(c)(5)	Possession of an explosive.										
TOTALS		17	0	1	15	0	1	16	1	17	7

Total Expulsions 17
Total Revocations 24
 Total Expulsion Recommendations: 41

Chino Valley Unified School District

Our Motto:

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

DATE: April 6, 2023
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
SUBJECT: **WILLIAMS SETTLEMENT LEGISLATION QUARTERLY UNIFORM COMPLAINT REPORT SUMMARY FOR JANUARY THROUGH MARCH 2023**

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BACKGROUND

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

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

RECOMMENDATION

It is recommended the Board of Education receive for information the Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for January through March 2023.

FISCAL IMPACT

None.

NE:LF:gks

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

District Name: Chino Valley Unified School District

Quarter covered by this report: January 2023 – March 2023

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

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

Submitted by: Lea Fellows

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