

CHINO VALLEY
UNIFIED SCHOOL DISTRICT

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

BOARD OF EDUCATION

AGENDA

May 18, 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
Woodcrest Junior High School – 2725 South Campus Ontario, CA 91761
3:55 p.m. – Closed Session • 6:00 p.m. – Regular Meeting
May 18, 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 – 3:55 P.M.

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

Discussion and possible action (times are approximate):

- a. Conference with Legal Counsel, Existing Litigation (Government Code 54956.9(d)(4)): San Bernardino Superior Case No. SB 2300095 . (Tao Rossini, APC) (15 minutes)
- b. Conference with Legal Counsel, Anticipated Litigation (Government Code 54956.9(e)(1)): One matter. (Atkinson, Andelson, Loya, Ruud, & Romo) (15 minutes)
- c. Student Admission Matter (Education Code 35146, 48916 (c)): Admission Case 22/23-04A. (5 minutes)
- d. Student Readmission Matters (Education Code 35146, 48916 (c)): Readmission Cases 22/23-16 and 22/23-22. (10 minutes)
- e. Student Discipline Matters (Education Code 35146, 48918 (c) & (j)): Expulsion cases 22/23-51, 22/23-52, 22/23-62, 22/23-63, and 22/23- 65. (45 minutes)
- f. Conference with Labor Negotiators (Government Code 54957.6): A.C.T. and CSEA negotiations. Agency designated representatives: Isabel Brenes, Sandra Chen, and Eric Dahlstrom. (10 minutes)
- g. Public Employee Appointment (Government Code 54957): Coordinator MTSS-B. (5 minutes)
- h. Public Employee Discipline/Dismissal/Release (Government Code 54957): (10 minutes)
- i. Public Employee Performance Evaluation (Government Code 54957): Superintendent. (10 minutes)

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

1. Report Closed Session Action
2. Pledge of Allegiance

Proceedings of this meeting are recorded.

I.C. PRESENTATION

1. Military Salute

I.D. RECOGNITION

1. Ayala HS and Chino Hills HS: 2023 Winter Guard International, Percussion Scholastic Marching World Category

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

II. ACTION

II.A. FACILITIES, PLANNING, AND OPERATIONS

II.A.1. Amended Facilities Memorandum of Understanding by and between Chino Valley Unified School District and Allegiance STEAM Academy—Thrive, 2023/2024

Page 9

Recommend the Board of Education approve the Amended Facilities Memorandum of Understanding by and between Chino Valley Unified School District and Allegiance STEAM Academy—Thrive, 2023/2024.

Motion ____ Second ____
 Preferential Vote: ____
 Vote: Yes ____ No ____

II.A.2. Public Hearing to Receive Community Input on the Naming of Preserve School #2

Page 40

Recommend the Board of Education conduct a public hearing to receive community input on the Naming of Preserve School #2.

Open Hearing _____

Close Hearing _____

II.A.3. Selection and Approval of Scenario No. 1 as School Boundaries for Cal Aero Preserve Academy and Preserve School #2

Page 41

Recommend the Board of Education select and approve Scenario No. 1 as school boundaries for Cal Aero Preserve Academy and Preserve School #2.

Motion ____ Second ____
 Preferential Vote: ____
 Vote: Yes ____ No ____

II.B. HUMAN RESOURCES

II.B.1. Declaration of Need for Fully Qualified Educators for the 2023/2024 School Year

Page 47

Recommend the Board of Education approve the Declaration of Need for Fully Qualified Educators for the 2023/2024 school year.

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 May 4, 2023 Regular Meeting

Page 52

Recommend the Board of Education approve the minutes of the May 4, 2023 regular meeting.

III.A.2. Revision of Bylaws of the Board 9124— Legal Services

Page 61

Recommend the Board of Education approve the revision of Bylaws of the Board 9124— Legal Services.

III.B. BUSINESS SERVICES

III.B.1. Warrant Register

Page 70

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

III.B.2. Fundraising Activities

Page 71

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

III.B.3. Donations

Page 73

Recommend the Board of Education accept the donations.

III.B.4. Legal Services

Page 75

Recommend the Board of Education approve payment for legal services to the law office of Tao Rossini, APC.

III.B.5. Request for Allowance of Attendance Due to State of Emergency Declared by Governor Newsom for Severe Inclement Weather

Page 76

Recommend the Board of Education approve the request for allowance of attendance due to emergency conditions.

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

III.C.1. Student Admission Case 22/23-04A

Page 77

Recommend the Board of Education approve student admission case 22/23-04A.

III.C.2. Student Readmission Cases 22/23-16 and 22/23-22

Page 78

Recommend the Board of Education approve student readmission cases 22/23-16 and 22/23-22.

III.C.3. Student Expulsion Cases 22/23-51, 22/23-52, 22/23-62, 22/23-63, and 22/23-65

Page 79

Recommend the Board of Education approve student expulsion cases 22/23-51, 22/23-52, 22/23-62, 22/23-63, and 22/23-65.

III.C.4. School Sponsored Trips

Page 80

Recommend the Board of Education approve/ratify the school-sponsored trip for Country Springs ES, Oak Ridge ES, Rhodes ES, Rolling Ridge ES, Ayala HS, and Chino Hills HS.

III.C.5. Revision of Boys Republic HS Student Attendance Calendar for the 2022/2023 School Year

Page 82

Recommend the Board of Education approve the revision of Boys Republic HS Student Attendance Calendar for the 2022/2023 school year.

III.C.6. Revision of Board Policy 6158 Instruction—Independent Study

Page 84

Recommend the Board of Education approve the revision of Board Policy 6158 Instruction—Independent Study.

III.D. FACILITIES, PLANNING, AND OPERATIONS

III.D.1. Purchase Order Register

Page 96

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

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

Page 97

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

III.D.3. Notice of Completion for CUPCCAA Projects

Page 102 Recommend the Board of Education approve the Notice of Completion for CUPCCAA Projects.

III.D.4. Change Order and Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase I (BP 15)

Page 104 Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase I (BP 15).

III.D.5. Change Order and Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase I (BP 21)

Page 108 Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase I (BP 21).

III.D.6. Notice of Completion for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 7)

Page 112 Recommend the Board of Education approve the Notice of Completion for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 7).

III.D.7. Change Order and Notice of Completion for Bid No. 20-21-09F, Chino HS Reconstruction Offsite Improvements (BP 4)

Page 113 Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 20-21-09F, Chino HS Reconstruction Offsite Improvements (BP 4).

III.D.8. Change Order for Bid No. 22-23-01F, Ayala HS Alterations Phase 4 (BP 03-01)

Page 117 Recommend the Board of Education approve the Change Order for Bid No. 22-23-01F, Ayala HS Alterations Phase 4 (BP 03-01).

III.D.9. Award of Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES Administration Relocations—Group A

Page 120 Recommend the Board of Education award Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut Ave ES Administration Relocations—Group A, to Integrated Demolition & Remediation, Inc., Inland Building Construction Companies, Inc., Tomahawk Builders, Inc., Sierra Lathing Company, Inc., David M. Bertino Manufacturing, Inc., Commercial Roofing Systems, Inc., Queen City Glass Company, Inc., Inland Pacific Tile, Inc., Southcoast Acoustical Interiors, Inc., Continental Flooring, Inc., Western Painting, Inc., Dalke & Sons Construction, Inc., Pacific West Air Conditioning, Inc., Verne's Plumbing, Inc., The Mike Cox Electric, Inc., and Montgomery Hardware Company, Inc.

- III.D.10. Resolution 2022/2023-49, Authorization to Utilize a Piggyback Contract**
Page 122 Recommend the Board of Education adopt Resolution 2022/2023-49, Authorization to Utilize a Piggyback Contract.

III.E. HUMAN RESOURCES

- III.E.1. Certificated/Classified Personnel Items**
Page 126 Recommend the Board of Education approve/ratify the certificated/classified personnel items.

- III.E.2. Rejection of Claim**
Page 132 Recommend the Board of Education reject the claim and refer it to the District's insurance adjuster.

- III.E.3. Revision to the Education Affiliation Agreement with Pacific College of Nursing**
Page 133 Recommend the Board of Education approve the revision to the Education Affiliation Agreement with Pacific College of Nursing.

IV. INFORMATION

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

- IV.A.1. New Course: Advanced Placement Physics C: Electricity and Magnetism**
Page 141 Recommend the Board of Education receive for information the new course Advanced Placement Physics C: Electricity and Magnetism.

- IV.A.2. Revision of Board Policy and Administrative Regulation 6172.1 Instruction—Concurrent Enrolment in College Classes**
Page 145 Recommend the Board of Education receive for information the revision of Board Policy and Administrative Regulation 6172.1 Instruction—Concurrent Enrollment in College Classes.

- IV.A.3. Revision of Board Policy and Administrative Regulation 6178 Instruction—Career Technical Education**
Page 152 Recommend the Board of Education receive for information the revision of Board Policy and Administrative Regulation 6178 Instruction—Career Technical Education.

V. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

VI. ADJOURNMENT

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

Date posted: May 12, 2023

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 18, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: **AMENDED FACILITIES MEMORANDUM OF UNDERSTANDING BY AND BETWEEN CHINO VALLEY UNIFIED SCHOOL DISTRICT AND ALLEGIANCE STEAM ACADEMY – THRIVE, 2023/2024**

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BACKGROUND

On January 27, 2023, pursuant to the requirements of Education Code Section 47614 and its implementing regulations, the District sent Allegiance STEAM Academy-Thrive (ASA) its Proposition 39 Amended Facilities Memorandum of Understanding (MOU) for ASA's use of the former El Rancho ES site.

On April 28, 2023, the ASA Board of Directors approved the Facilities MOU.

On May 1, 2023, the District received the executed Facilities MOU from Dr. Sebastian Cagnetta, CEO of ASA.

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

RECOMMENDATION

It is recommended the Board of Education approve the Amended Facilities Memorandum of Understanding by and between Chino Valley Unified School District and Allegiance STEAM Academy – Thrive, 2023/2024.

FISCAL IMPACT

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

NE:GJS



Allegiance STEAM Academy

5862 C. Street

Chino, CA 91710

Phone (909) 465-5405 Fax (630) 556-8995

May 1, 2023

Sent via E-mail

Norm Enfield, Ed.D.

Chino Valley Unified School District

5130 Riverside Dr.,

Chino, CA 91710

Re: Proposition 39 Final Offer of Facilities

Dear Dr. Enfield:

Thank you for the offer of facilities dated March 28, 2023. We are grateful for the facilities offer.

We intend to occupy the offered space and are grateful to continue operating on the El Rancho Elementary campus as part of the quality public schools across the Chino Valley.

Sincerely,

Sebastian Cогnetta, Ed.D.

Chief Executive Officer

**AMENDED FACILITIES MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CHINO VALLEY UNIFIED SCHOOL DISTRICT AND
ALLEGIANCE STEAM ACADEMY-THRIVE
2023-2024**

THIS AMENDED FACILITIES MEMORANDUM OF UNDERSTANDING (“Agreement”) is made by and between the Chino Valley Unified School District (“CVUSD” or “District”), a public school district organized and existing under the laws of the State of California, and Allegiance STEAM Academy Inc., a California non-profit public benefit corporation (California Secretary of State number C4040794 and federal employer identification number 82-2556226), operating the Allegiance STEAM Academy-Thrive (“ASA”) charter school. The District and ASA may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

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

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

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

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

WHEREAS, on October 28, 2022, ASA submitted to the District a request for school facilities under the provisions of Education Code § 47614 and its implementing regulations as set forth in Title 5 of the California Code of Regulations § 11969.9(a) *et seq.* (the “Proposition 39 Request”) for the 2023-2024 school year;

WHEREAS, on January 27, 2023, pursuant to the requirements of Education Code § 47614 and its implementing regulations, the District offered to provide ASA with facilities sufficient to house ASA’s in-District students (“Preliminary Proposal”);

WHEREAS, on or before April 1, 2023, pursuant to the requirements of Education Code § 47614 and its implementing regulations, the District sent ASA its Final Notification of Facilities Offered, which provides ASA with facilities sufficient to house ASA’s in-District students (“Final Notification”);

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WHEREAS, the District and ASA enter into this Agreement for ASA's use of facilities ("Allocated Space") located at 5862 C Street, Chino, California ("El Rancho school site") for the 2023-2024 school year; and

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

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

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

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

A. **Exclusive Use.** As depicted in **Exhibit A Site Plan**, the facilities to be provided by the District to ASA for ASA's exclusive use for the 2023-2024 school year of the Term include the following:

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

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

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

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

The District's site plan reflects ASA's lease and use of an additional three portable classrooms, for a total of thirty-six (36) classrooms available for ASA to use during the 2023-2024 school year.

B. Use of Additional Facilities. In addition to the facilities already provided by the District pursuant to Section 2(A) of this Agreement, ASA may desire to lease relocatable classrooms as additional facilities ("Additional Facilities"). Should ASA lease relocatable classrooms, ASA shall be solely responsible for all costs and expenses associated with the installation, refurbishment, use, and removal of the relocatable classrooms. In the event that any

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Additional Facilities are unable to be used, for any reason, ASA agrees that it has no claim regarding any allegation that the District has taken action to impede ASA from expanding its enrollment to meet pupil demand for the term of this Agreement or any claim regarding the District's perceived failure to offer facilities in accordance with applicable law.

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

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

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

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

G. **Third-Party Use.** In the event a District-approved third-party uses the Allocated Space, ASA agrees that it will not engage in any conduct which has the purpose or effect of disrupting or undermining the operation of District-approved third-party programs on the Allocated Space.

H. **One Physical Location/Site.** Pursuant to Education Code § 47605, a petition for the establishment of a charter school shall identify a single charter school that will operate within the geographic boundaries of a school district. ASA agrees that for the five (5) year Term of this Agreement it will not establish any additional physical locations and/or sites within the District beyond the Allocated Space.

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

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equipment, to ASA under Education Code § 47614 and all Proposition 39 implementing regulations for each year of the five (5) year Term. ASA waives and forever releases the District regarding any allegation that the District has taken any actions to impede ASA from expanding its enrollment to meet pupil demand for the Term. Furthermore, ASA waives any rights it may have to subsequently object to the District's perceived failure to offer facilities, including furnishings and equipment, in accordance with applicable law and waives any rights it may have to challenge those aspects of the District's offer of facilities, including furnishings and equipment, that ASA believes would violate the substantive or procedural requirements of Proposition 39 and its implementing regulations.

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

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

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

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

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

M. Utilities. ASA shall be responsible for payment of utility services costs during ASA's use of the Allocated Space during the Term. The District shall secure all necessary utility services (such as water, sewer, power, gas, pest management and insect control, security monitoring/alarm, fire extinguisher maintenance, trash collection and disposal, internet, telephone, cable, etc.) and bill ASA for 100% of all utility costs each month during the Term. ASA shall

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promptly make payment of the invoice to the "Chino Valley Unified School District" and deliver said payment to the CVUSD Assistant Superintendent of Business Service within thirty (30) calendar days of receipt of such invoice from the District. Should ASA acquire Additional Facilities (see § 2.B.) which increase utility services costs, ASA shall be responsible for paying the increased utility services costs.

N. Computer Network and Internet Services. The District provided ASA a reasonably equivalent Computer Network for the Allocated Space, which includes the network infrastructure, a firewall, and an operational phone and intercom system, but does not include the District providing any servers to ASA. If ASA accepts the District's April 1, 2023 Final Notification of Facilities Offered, ASA agrees it will annually enter into a Computer Network Memorandum of Understanding at the District's request, for the five (5) year Term of the Amended Facilities Memorandum of Understanding.

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

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

3. Fees.

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

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

C. ASA acknowledges that late payment of the oversight fee to the District will cause the District to incur costs not contemplated by this Agreement, the exact amount of which will be difficult to ascertain. Those costs include, but are not limited to, processing and accounting charges. Accordingly, if the District does not receive the oversight fee from ASA by 4:00 PM within ten (10) calendar days after the date the payment is due, ASA shall pay to the District, as additional sums due, a late charge equal to five percent (5%) of the overdue amount. The Parties hereby agree that any late charge assessed to ASA shall represent a fair and reasonable estimate of the costs District will incur by reason of late payment by ASA. Acceptance of late sums by the

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District shall in no event constitute a waiver of ASA's default with respect to any overdue amount, nor prevent District from exercising any of its other rights and remedies granted hereunder.

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

In the event that ASA requests that the District perform maintenance and repairs, ASA shall submit a request via the District's "SchoolDude," online work order system. The District reserves the right at any time to implement a different process for ASA's submission of maintenance and repair requests.

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

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

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

5. **Safety Measures.** ASA shall implement any and all safety measures specified, implied, or otherwise reasonably necessary to comply with any COVID-19 Health Orders applicable to ASA's use of the exclusive use space, including, but not limited to: 1) establishing and enforcing social distancing protocols, 2) requiring and enforcing mask wearing requirements, 3) providing adequate hygiene and sanitary supplies such as hand sanitizer and cleaning products for equipment or property used in the Facilities, 4) requiring ASA staff, students, guests, or invitees to refrain from entering the El Rancho school site if they exhibit any COVID-19 symptoms or have any reason to believe they may have contracted the COVID-19 virus, and 5) requiring ASA staff and students to

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be vaccinated against the COVID-19 virus. ASA shall ensure that all students, staff, guests, and invitees comply with all safety measures at any time they are using any property owned by the District, including, but not limited to, any common areas within the El Rancho school site and the specific property used pursuant to this Agreement.



6. Cleaning/Sanitation. ASA shall implement a cleaning procedure using such cleaning products as are approved by the Centers for Disease Control and Prevention as being effective in eliminating the COVID-19 virus in any indoor space within the exclusive use space used by District or ASA staff and students. This cleaning process must be implemented before and after any such use by the District or ASA and must be applied to the entire facilities used by the District or ASA, including any equipment or furniture within the El Rancho school site. After the end of any use, ASA shall provide documentation to the District demonstrating that it cleaned any area used to eliminate the COVID-19 virus.

7. Pest Management. The District shall provide pest management for the Allocated Space in accordance with District's Integrated Pest Management Program policy and the Healthy Schools Act upon written notice to ASA of its intention to do so, the schedule upon which the pest management service will be provided and the estimated cost of such pest management service. ASA shall pay the reasonable and customary fee or charge for said pest management service, which will be included in ASA's utilities costs. ASA must submit a written request to the District if ASA wants to schedule the pest management service provided by the District. ASA shall provide the District with ASA's Integrated Pest Management Program certificate on or before July 1 of each year during the Term.

8. Installation of Improvements by ASA. ASA shall have no right to make alterations, additions to the Allocated Space or the El Rancho school site in any way, or to construct or install any improvements (as defined in California Civil Code § 8050(a)) on the Allocated Space or the El Rancho school site or otherwise alter the Allocated Space or the El Rancho school site in any way without the prior written consent of the District, and if required, the Division of the State Architect ("DSA"). ASA shall not paint any part of the Allocated Space or the El Rancho school site without the prior written consent of the District. Unless otherwise specified in this Agreement, in each case where prior written consent of the District is required under this section or any other provision of this Agreement, such written consent shall be obtained exclusively from the District's Superintendent or designated representative, and consent obtained from any other source shall be invalid.

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

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

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

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

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

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

9. **Signs.** ASA shall, at ASA's sole cost, have the right to place one sign to be mounted on an existing building on the Allocated Space stating ASA's charter school name and other pertinent information, a sign indicating the main office of ASA, and other directional signs as appropriate, provided ASA obtains the prior written approval and consent of District. The signage shall not

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require any improvements or modifications to the Allocated Space in order to erect such signage. ASA's signs shall be in compliance with all District standards and ASA's receipt of any applicable permits and approvals required under any municipal or other governmental laws, ordinances, rules or regulations. Throughout the Term of the Agreement, ASA shall, at its sole cost and expense, maintain all of its signage and all appurtenances in good condition and repair. At the termination of the Agreement, ASA shall remove all signs which it has placed on the Allocated Space, and shall repair any damage caused by the installation or removal of ASA's signs.

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

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

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

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

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

11. Holding Over. ASA will not be permitted to hold over possession of the Allocated Space after the date of the expiration of this Agreement or earlier termination of this Agreement without the express written consent of the District, which consent by the District may withhold in its sole and absolute discretion. Any holdover by ASA shall constitute a breach of this Agreement by ASA entitling District to pursue any and all remedies available at law and in equity, including without limitation consequential damages resulting therefrom. During any holdover period, ASA shall not occupy and use the Allocated Space during the hold over period except to remove ASA's personal

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property and alterations or improvements as coordinated with the District; provided, however, that these hold over provisions shall not apply to those situations where ASA previously made a timely and legally sufficient request under Proposition 39 regulations for the school year to commence after the last day of the one-year term for facilities requests, the District made a facilities offer and ASA accepted, and there is a delay in the delivery of the facilities. No payment of money by ASA after termination of this Agreement, or after the giving of notice of termination by the District to ASA shall reinstate, continue or extend the Term.

12. Compliance with District Policies. ASA shall comply with all CVUSD Board policies regarding the operations and maintenance of the Allocated Space and the furnishings and equipment provided by the District.

13. Security. The Parties acknowledge that the District is responsible for ensuring the security of the Allocated Space through security systems and devices, including, but not limited to, locks, gates, and, at the District's option, a monitored security system. ASA is required at all times to maintain the security of the Allocated Space by the proper use of all such security systems and devices. ASA is strictly prohibited from changing, modifying or installing any locks and keys or padlocks on any classroom doors or exterior gates. Whenever the District programs any new alarm codes, or changes or installs any locks, keys or padlocks, within five (5) calendar days after any new alarm codes, locks or keys have been changed or added, the District shall provide new alarm codes, locks or keys to ASA. Upon expiration or termination of the Term of this Agreement, the District shall rekey all locks at the Allocated Space to the specifications of the District.

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

15. School Safety Plan. ASA must develop and submit to the District by September 1, 2023 a School Safety Plan that complies with Education Code §§ 32280-32289 and is consistent with the California Department of Education's "*Compliance Checklist for a Comprehensive School Safety Plan.*"

16. Condition of Subject Property. The District is not aware of any defect in or condition of the El Rancho school site that would prevent ASA's use of the Allocated Space for ASA's educational purposes. The District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the El Rancho school site that calls into question the appropriateness or sufficiency of the El Rancho school site

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for their intended purpose. ASA, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to ASA's use and occupancy of the Allocated Space including, without limitation, those relating to health, safety, noise, environmental protection, zoning compliance and approvals, waste disposal, water and air quality compliance, building codes, fire codes, and environmental laws including asbestos, lead, etc., triggered by ASA's use of the Allocated Space or any alterations, additional, improvements, or modifications to the Allocated Space made by ASA with the District's approval.



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

ASA shall not do or permit anything to be done in or about the Allocated Space nor bring or keep anything therein which will in any way increase the District's existing insurance rates or affect any fire or other insurance upon the Allocated Space or any of its contents or cause a cancellation of any insurance policy covering said Allocated Space or any part thereof or any of its contents, nor shall ASA sell or permit to be kept, used, or sold in or about said Allocated Space any articles which may be prohibited by a standard form policy of fire insurance.

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

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

17. Title. The Parties acknowledge that title to the El Rancho school site, including ASA's Allocated Space, is held by the District and shall remain in the District's name at all times.

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18. Insurance.

A. The District shall not be responsible for insuring any of ASA's personal property or persons (including without limitation ASA's students or members of ASA's staff).

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

- i. **Property Insurance** - against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring all of ASA's trade fixtures, furnishings, equipment, and other personal property. The property policy shall include an "extra expense" coverage and shall be in an amount not less than 100% of the replacement value. The property insurance policy shall have a limit of not less than twenty-five million dollars (\$25,000,000).
- ii. **General Liability Insurance** - policy in an amount not less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in total general liability insurance for bodily injury arising out of or connected to ASA's Allocated Space and ASA's operations at the El Rancho school site.
 1. The policy shall include an additional insured endorsement equivalent in scope to ISO form CG 20 10 or CG 20 26 naming the District, its Board, officials, employees, and agents as additional insureds.
 2. This policy shall be endorsed with the insurer's waiver of its rights of subrogation against the District.
- iii. **Sexual Abuse and Molestation Insurance** - policy in the amount not less than three million dollars (\$3,000,000) per occurrence.
- iv. **Excess Liability Insurance** - policy in an amount not less than twenty-five million dollars (\$25,000,000) per occurrence and twenty-five million dollars (\$25,000,000) in the aggregate, in excess of the general liability insurance, automobile liability, sexual abuse liability, workers' compensation, crime liability, employer's liability, cyber liability, fiduciary liability, and errors and omissions insurance.
- v. **Employment Practices and Fiduciary Liability** - ASA shall maintain an employment practices policy in the amount not less than two million dollars (\$2,000,000) per claim and member aggregate, and a fiduciary liability policy in the amount not less than one million dollars (\$1,000,000) per claim and member aggregate.

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- vi. **School Board's Legal Liability** - ASA shall maintain school board's legal liability policy in the amount not less than five million dollars (\$5,000,000) per occurrence and general aggregate.
- vii. **Workers' Compensation Insurance and Employer's Liability Insurance** - ASA shall maintain Workers' Compensation Insurance as required by the California Labor Code. ASA must also maintain Employer's Liability Insurance in amounts not less than one million dollars (\$1,000,000) per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with the insurer's waiver of its rights of subrogation against the District.
- viii. **Automobile Liability Insurance** - policy for all owned, non-owned, borrowed, leased or hired automobiles in an amount not less than five million dollars (\$5,000,000) combined single limit, bodily injury and property damage liability per occurrence, including: blanket contractual, broad form property damage, products/completed operations; and personal injury.
- ix. **Crime** - crime insurance policy in an amount not less than one million dollars (\$1,000,000) per occurrence for money and securities, one million dollars (\$1,000,000) per occurrence for forgery or alteration, one million dollars (\$1,000,000) per occurrence for ASA employee dishonesty.
- x. **Law Enforcement Activities Liability** - ASA shall maintain insurance that covers law enforcement activities liability not less than two million dollars (\$2,000,000) per occurrence.
- xi. **Student and Volunteer Accident** - ASA shall maintain student accident insurance with limits of fifty thousand dollars (\$50,000) per injury/accident, and volunteer accident insurance with limits of twenty-five thousand dollars (\$25,000) per injury/accident.
- xii. **Cyber Liability Insurance** - policy with limits not less than one million dollars (\$1,000,000) per claim, two million dollars (\$2,000,000) in the aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by ASA employees and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringements of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- xiii. **Endorsement** - The General Liability Insurance, Sexual Abuse and Molestation Insurance, and Automobile Liability Insurance policies are to contain the following provisions:

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

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

- xiv. **Provision of Certificates of Insurance Policies** - ASA shall provide the District with a certificate(s) of the above listed insurance policies verifying such insurance and the terms described herein no later than July 1, 2023. ASA shall not be allowed to occupy the Allocated Space until it has provided all required insurance documentation.
- xv. **Expiration/Cancellation of Insurance Policies** - ASA shall, at least twenty (20) calendar days prior to the expiration of all such policies, furnish the District with renewals or binders. No such policy shall be cancelable or subject to reduction of coverage or other modification or cancellation except after thirty (30) calendar days prior written notice to the District by the insurer.
- xvi. **Notice of Deductibles and Self-Insured Retentions** - ASA agrees that any deductibles or self-insured retentions must be declared to and approved by the District.

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

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

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

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

G. **Failure to Obtain Insurance.** ASA agrees that if ASA does not take out and maintain all insurance required herein, then the District may (but shall not be required to) procure said insurance on ASA's behalf and charge ASA the premiums and may recover reasonable administrative costs for procuring such insurance. ASA shall have the right to provide such

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insurance coverage pursuant to blanket policies obtained by ASA, provided such blanket policies expressly afford coverage to the Allocated Space and to the District, as required by this Agreement.

H. Waiver of Subrogation. ASA grants to the District a waiver of any right to subrogation which any insurer may acquire from ASA by virtue of the payment of any loss. ASA agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. ASA shall, upon obtaining the policies of insurance required under this Agreement, give notice to the insurance carrier or carriers that the foregoing waiver of subrogation is contained in this Agreement.

19. Indemnification. ASA is acting on its own behalf in operating at the Allocated Space and is not operating as an agent of the District.

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

- i. Any default by ASA in the observance or performance of any of the terms, covenants, or conditions of this Agreement on ASA's part to be observed or performed;
- ii. The use or occupancy of the Allocated Space by ASA of any person claiming by, through or under ASA or ASA's board members, employees, agents, representatives, contractors, licensees, directors, officers, partners, trustees, volunteers, visitors or invitees, successors and/or assigns or any such person in, on or about the Allocated Space either prior to, during, or after the expiration of the Term of this Agreement ("Liability" or "Liabilities"); and
- iii. Any claim by a third party that the District is responsible for any actions by ASA in connection with any use or occupancy of the Allocated Space or in any way related to this Agreement.

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

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

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

- i. Any default by the District in the observance or performance of any of the terms, covenants, or conditions of this Agreement on District's part to be observed or performed;
- ii. The use or occupancy of the Allocated Space by the District or any person claiming by, through or under the District or the District's board members, employees, agents, representatives, contractors, licensees, directors, officers, partners, trustees, volunteers, visitors or invitees, successors and/or assigns or any such person in, on or about the Allocated Space either prior to, during, or after the expiration of the Term of this Agreement (singularly "Liability" or collectively "Liabilities"); and
- iii. Any claim by a third party that ASA is responsible for any actions by the District in connection with any use or occupancy of the Allocated Space or in any way related to this Agreement.

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

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

20. Coronavirus Addendum.

A. Regarding, but not limited to, the SARS-CoV-2 virus (the "Coronavirus," also known as "COVID-19"), ASA agrees to strictly, and without exception, follow all local,

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state, and federal guidelines regarding human protection from the Coronavirus (the "Guidelines").

- B. The District may terminate ASA's use of the facilities under the Amended MOU at any time if, in the sole discretion of the District, the District determines that ASA or ASA's invitees/participants are not in full compliance with the Guidelines. If the District terminates ASA's use of the facilities under the Amended MOU pursuant to this paragraph, ASA will be not be entitled to a refund of any fees and will not be entitled to recover any consequential damages arising from such termination.
- C. The District makes no representation regarding the condition of the facilities under the Amended MOU. It shall be ASA's responsibility to appropriately and thoroughly clean, disinfect, and maintain a clean, disinfected, and sanitized environment during the Term of the Amended MOU as defined in the Amended MOU, including the use of Coronavirus cleaning products approved by the Environmental Protection Agency ("EPA") and in compliance with the Healthy Schools Act ("HSA").
- D. **Assumption of Risk.** ASA recognizes that there is presently a significant element of risk of Coronavirus transmission when any group of people gathers. ASA has reviewed and understands the risks reflected in the local, state, and federal alerts and guidelines, including, but not limited to, the links above. ASA assumes all risks, known and unknown, arising from its use and occupancy of the facilities under the Amended MOU, including risks from the Coronavirus. ASA assumes full responsibility for any sickness, hospitalization, bodily injury, death, loss of personal property, quarantines, and all related costs and expenses of any person arising from its use and occupancy of the El Rancho school site. ("ASA" is defined herein as the Allegiance STEAM Academy-Thrive charter school and each of its employees, facility invitees, participants, volunteers, students, members, and all other related persons, agents, and entities.)
- E. **Waiver and Release of Claims.** To the fullest extent permitted by law, ASA releases the District, its affiliated campuses, and its governing board, affiliates, subsidiaries, divisions, administrators, directors, officers, employees, agents, and volunteers (collectively referred to herein as the "District"), from and against all claims and causes of action, for any injury or harm of any kind which may arise from or out of ASA's use and occupancy of the El Rancho school site, including the risks from Coronavirus. This release is intended to discharge the District against any and all liability arising out of or connected in any way with ASA's use and occupancy of the El Rancho school site, even though that liability may occur or arise out of the negligence or carelessness on the part of the District. ASA understands that by signing this Agreement, ASA is releasing claims and giving up substantial rights, including the right to sue, and acknowledges that ASA is doing so voluntarily. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.

NE: 24
SC: 24

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

21. Damage and Destruction of Facilities.

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

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

C. The District shall not be required to repair any injury or damage by fire or other cause, or to make any restoration or replacement of any panels, decorations, partitions, office fixtures, or any other improvements or property installed at the Allocated Space by ASA. ASA may restore or replace same if damaged. ASA shall have no claim against the District for any damage suffered by reason of any repair or restoration.

22. Termination.

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

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SC: 21

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

1. Any failure by ASA to make payments required to be paid hereunder, where such failure continues for thirty (30) calendar days after written notice by the District to ASA;
2. The abandonment of the Allocated Space by ASA where such abandonment of the Allocated Space continues for fifteen (15) calendar days after written notice by the District to ASA;
3. A failure by ASA to observe and perform any provision of this Agreement to be observed or performed by ASA, where such failure continues for thirty (30) calendar days after written notice thereof by the District to ASA (unless, the nature of the default is such that the same cannot reasonably be cured within said 30-day period and ASA shall not be deemed to be in default if ASA shall within such period commence such cure and thereafter diligently prosecute the same to completion, provided, however, in no event shall the default continue for more than ninety (90) days after written notice thereof by District to ASA); provided, however, that any notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure § 1161, and the thirty (30) day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure § 1161;
4. Actions by ASA causing the revocation or non-renewal of ASA's charter by the Chino Valley Unified School District Board of Education;
5. The making by ASA of any general assignment or general arrangement for the benefit of creditors; the filing by or against ASA a petition to have ASA adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against ASA, the same is dismissed within sixty (60) calendar days); the appointment of a trustee or receiver to take possession of substantially all of ASA's assets located at the Allocated Space or of ASA's interest in this Agreement, where possession is not restored to ASA within thirty (30) calendar days; or the attachment; execution or other judicial seizure of substantially all of ASA's assets located at the Allocated Space or of ASA's interest in this

Agreement, where such seizure is not discharged within thirty (30) calendar days;

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

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

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

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to whom the facilities are re-let shall be credited proportionately to the amounts owed by ASA under this Agreement. No entry by the District shall prevent the District from later terminating this Agreement by written notice.



- iv. If ASA fails to perform any covenant or obligation to be performed within a time period specified by this Agreement after ASA receives written notice of such failure from the District, the District may perform such covenant or obligation at its option, after notice to ASA. In the event of an emergency, the District has the right to perform such activity to mitigate any impact from the emergency. All reasonable costs incurred by the District to perform such covenant or obligation shall be timely reimbursed to the District by ASA after ASA receives an invoice. Any performance by the District of ASA's covenants or obligations shall not waive or cure such default. All out-of-pocket, reasonable costs and expenses incurred by the District in collecting payments due, or enforcing obligations of ASA under this Agreement shall be timely paid by ASA to the District after ASA receives an invoice from the District.
- v. The rights and remedies of District set forth herein are not exclusive, and District may exercise any other right or remedy now or later available to it under this Agreement, at law or in equity.

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

D. **ASA's Remedies for District's Default.** In the event of default by the District, ASA may pursue any remedies available by law.

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

24. **Access.** ASA shall permit District, its agents, representatives or employees, to enter upon the Allocated Space and El Rancho school site for the purpose of inspecting same or to make repairs, alterations, or additions to any portion of the Allocated Space and El Rancho school site. The District shall attempt to give reasonable notice where practicable but shall not be obligated to do so in the event of emergency or imminent threat to health or safety of occupants, or if the District's access is for purposes of performing the District's statutory oversight obligations.

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

If to the District:

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

If to ASA:



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

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

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

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

B. Hazardous Materials. ASA shall at all times comply with all Environmental Laws relating to industrial hygiene and environmental conditions on, under, or about the Allocated Space, including but not limited to air, soil, and ground water conditions. ASA shall not cause or permit any Hazardous Material to be generated, manufactured, handled, brought onto, used, stored, or disposed of in or about the Allocated Space and any improvements by ASA or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office, classroom and janitorial supplies (which shall be used and stored in strict compliance with Environmental Laws). As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental

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authority, the State of California, or the United States Government. The term "Hazardous Materials" includes, without limitation, gasoline, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, § 66261.30 et seq. (ii) defined as a "hazardous waste" pursuant to § (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. (42 U.S.C. 6903), or (iii) defined as a "hazardous substance" pursuant to § 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. (42 U.S.C. 9601). As used herein, the term "Hazardous Materials" shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board, and the California Department of Health Services) which regulates the use, storage, and release or disposal of any Hazardous Material.

- i. **Notice.** ASA shall promptly notify the District in writing if ASA has or acquires notice or knowledge that any Hazardous Substance has been or is threatened to be, released, discharged, disposed of, transported, or stored on, in, under or from the Allocated Space or El Rancho school site in violation of Environmental Laws. ASA shall promptly provide copies to the District of all written assessments, complaints, claims, citations, demands, fines, inquiries, reports, violations, or notices relating to the conditions of the Allocated Space or compliance with Environmental Laws. ASA shall promptly supply the District with copies of all notices, reports, correspondence, and submissions made by ASA to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, and any other local, state, or federal authority that requires submission of any information concerning environmental matters or Hazardous Substances pursuant to Environmental Laws. ASA shall promptly notify the District of any liens threatened or attached against the Allocated Space pursuant to any Environmental Laws.
- ii. **Inspection.** The District and the District's agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by the District, may (but without the obligation or duty to do so), from time to time, inspect the Allocated Space to determine whether ASA is complying with ASA's obligations set forth in this section, and to perform environmental inspections and samplings, during regular business hours (except in the event of an emergency) or during such other hours as District and ASA may agree.
- iii. **Indemnification.** ASA's indemnification and defense obligations in this Agreement shall include any and all claims arising from any breach of ASA's covenants regarding hazardous materials under this section.

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

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

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

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

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

D. Supervision. It shall be the ongoing responsibility of ASA for the Term of this Agreement to make continuing efforts to maintain control and supervision of all of its students, staff, parent volunteers and other invitees at all times, and to implement rules of conduct for all students, staff, parent volunteers and other invitees while on the Allocated Space. ASA shall ensure that its students are adequately supervised at all times during the school day, and during after school hours or weekends when students are participating in ASA's school-related activities.

28. Subcontract and Assignment. ASA shall not assign or sublet this Agreement or any rights, benefits, liabilities and obligations hereunder, to any person or business entity without the District's express written consent, which consent shall be granted at the District's sole and absolute discretion and, if granted, may be conditioned or delayed.

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

30. Entire Agreement of Parties. This Amended Facilities Memorandum of Understanding, together with its attachment, and the District's April 1, 2023 Final Notification of Facilities Offered constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written, regarding ASA's use of the Allocated Space and/or other District facilities. In the event of a conflict between this Amended Facilities Memorandum of Understanding and ASA's January 6, 2020 renewal charter petition, this Amended Facilities Memorandum of Understanding shall control. This Amended Facilities Memorandum of Understanding may be amended or modified only by a written instrument executed by both Parties.

NE: 24
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31. Legal Interpretation. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be filed in the Superior Court of San Bernardino County, California. The Parties expressly understand and agree that this Agreement is not intended by the Parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. ASA acknowledges that a non-exclusive license is a valid form of agreement for use of the Allocated Space and shall not contest the validity of the form of this Agreement in any action or proceeding brought by ASA against the District, or by the District against ASA. Should either Party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other Party's failure or refusal to perform or fulfill any of the covenants or conditions of this Agreement on its part to be performed or fulfilled, the Parties agree that the legal rules and principles applicable to licenses shall govern any such action or proceedings.

32. Waiver. The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

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

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

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

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

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

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

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

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

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

NE: 44
SC: 62

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

**CHINO VALLEY UNIFIED
SCHOOL DISTRICT**

Dr. Norm Enfield
Superintendent

_____, 2023
Date

**ALLEGIANCE STEAM
ACADEMY THRIVE**

Dr. Sebastian Coggnetta
Chief Executive Officer

_____, 2023
Date

NE: 44
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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 and ratified on 4/28, 2023 by the Allegiance STEAM Academy Inc. Board of Directors by the following vote:

AYES: 3

NOES: 0

Abstentions: _____



Dr. Sebastian Cognition
Chief Executive Officer

NE: MI
SC: et

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 18, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: PUBLIC HEARING TO RECEIVE COMMUNITY INPUT ON THE NAMING OF PRESERVE SCHOOL #2

=====

BACKGROUND

On April 6, 2023, the Board of Education, in accordance with Board Policy 7310, Naming of Facilities, began the naming process of Preserve School #2.

1. Beginning April 7, 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 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 conduct a public hearing to receive community input on the Naming of Preserve School #2.

FISCAL IMPACT

None.

NE:GJS

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 18, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: SELECTION AND APPROVAL OF SCENARIO NO. 1 AS SCHOOL BOUNDARIES FOR CAL AERO PRESERVE ACADEMY AND PRESERVE SCHOOL #2

=====

BACKGROUND

On February 2, 2023, the Board of Education received information and a presentation on the boundary timeline and process for Cal Aero Preserve Academy and Preserve School #2. Subsequently, on May 4, 2023, after holding multiple meetings with the boundary committee, and Cal Aero Preserve Academy parents and community members, and surveying Cal Aero Preserve Academy parents and guardians, District staff and its consultants presented a discussion item and information on the four boundary scenarios to the Board of Education.

The key objectives considered by the committee were to:

- Reduce enrollment at Cal Aero Preserve Academy to a manageable level (Currently 1,354 daily / 1,691 total)
- Remove portable classrooms from Cal Aero Preserve Academy to reclaim lost playground space
- Balance enrollments of Cal Aero Preserve Academy and Preserve School #2 based on school capacities, with room for growth
- Maintain educational parity between both schools which will ensure financial efficiency

The presentation also included the results of the Cal Aero Preserve Academy parent and guardian survey with fifty-four (54%) of all respondents selecting boundary Scenario No 1. Eighty (80%) percent of the school boundary committee members recommended Scenario No. 1 as the best choice.

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

RECOMMENDATION

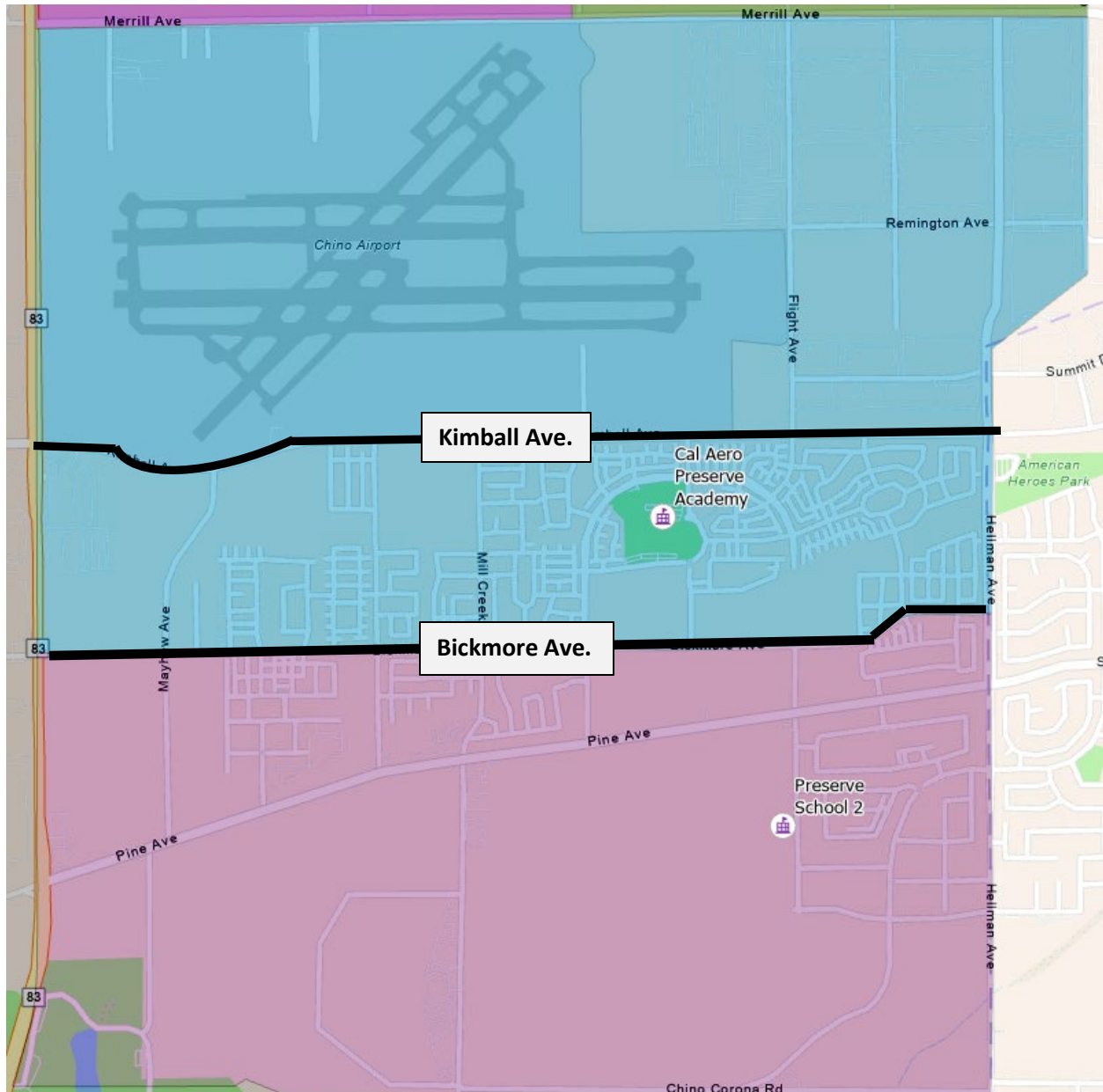
It is recommended the Board of Education select and approve Scenario No. 1 as school boundaries for Cal Aero Preserve Academy and Preserve School #2.

FISCAL IMPACT

None.

NE:GJS

SCENARIO 1



Cal Aero Preserve Academy

Student Count Estimate

2024/2025 School Year = 952 K-8

Capacity= 900

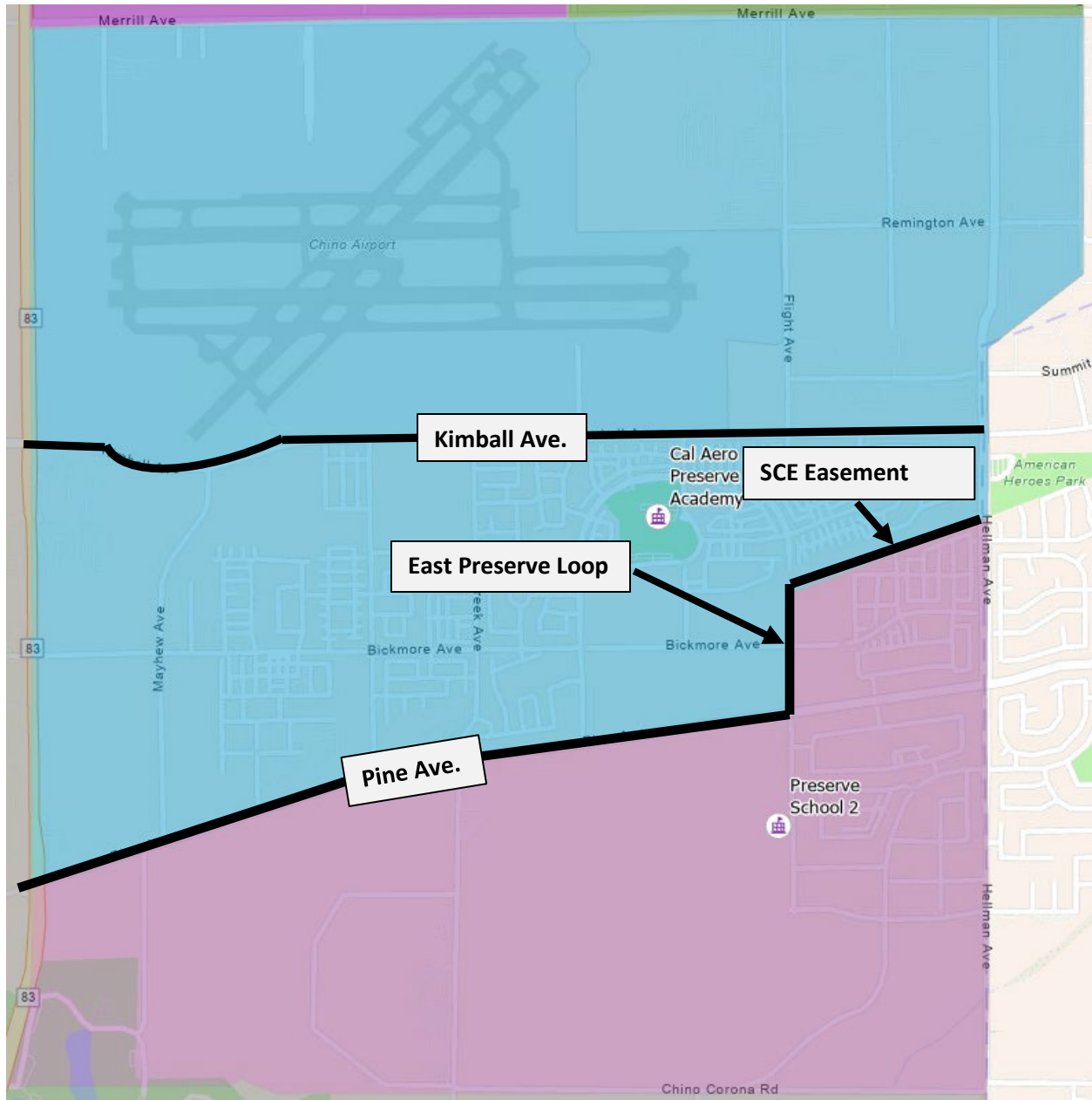
Preserve School #2

Student Count Estimate

2024/25 School Year = 818 K-8

Capacity= 925

SCENARIO 2



Cal Aero Preserve Academy

Student Count Estimate

2024/2025 School Year = 1,114 K-8

Capacity= 900

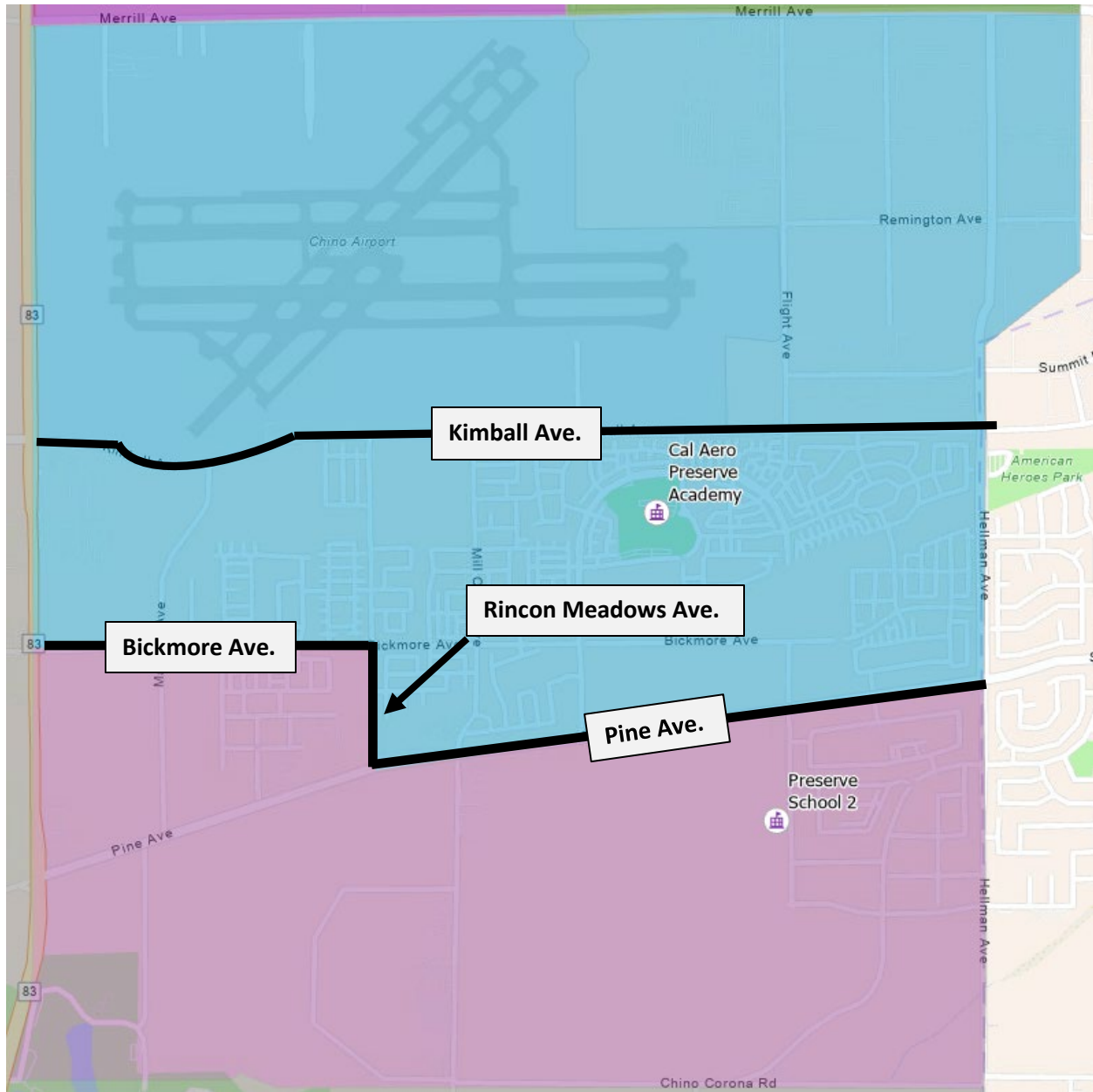
Preserve School #2

Student Count Estimate

2024/25 School Year = 656 K-8

Capacity= 925

SCENARIO 3



Cal Aero Preserve Academy

Student Count Estimate

2024/2025 School Year = 1,220 K-8

Capacity= 900

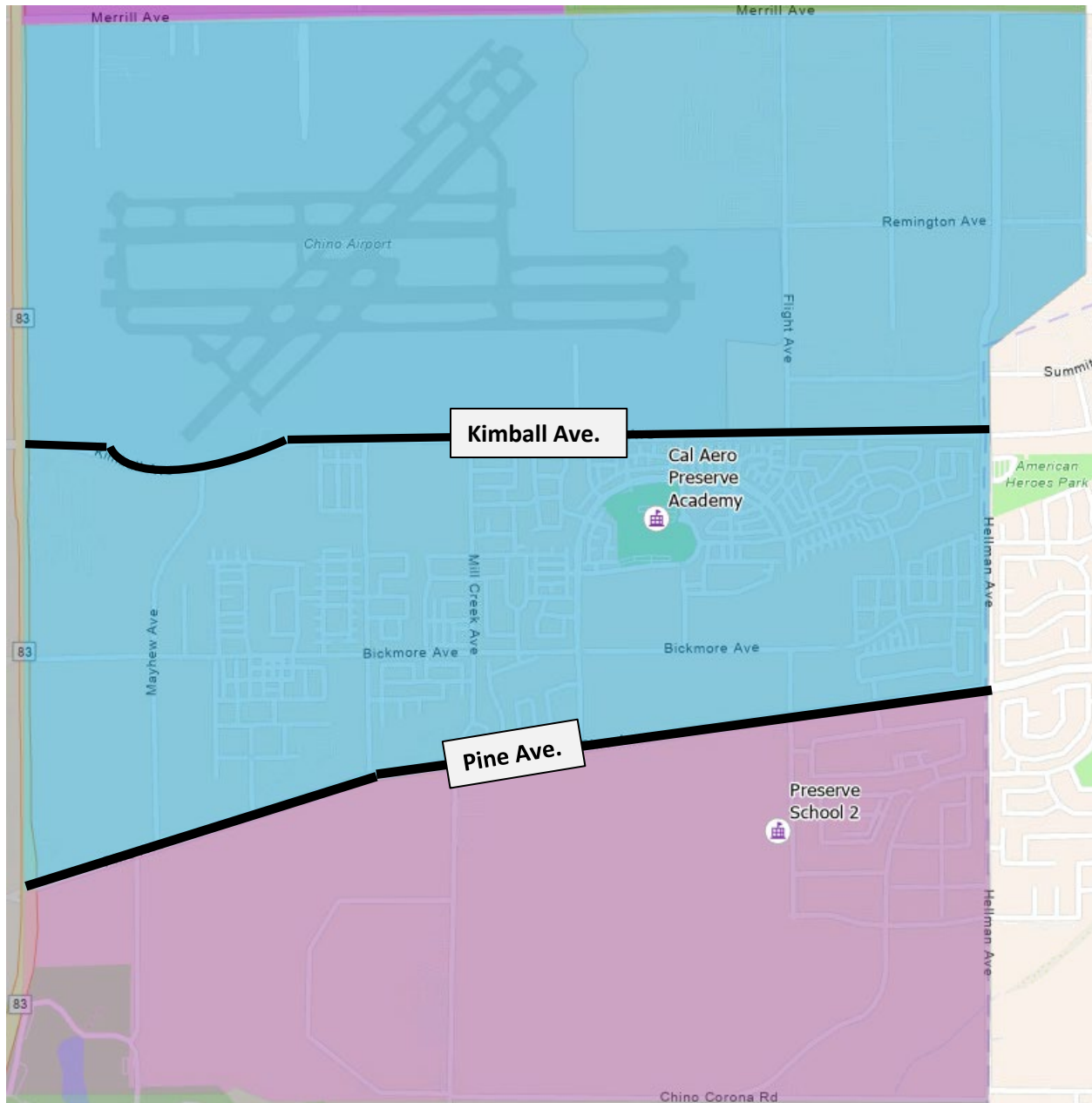
Preserve School #2

Student Count Estimate

2024/25 School Year = 550 K-8

Capacity= 925

SCENARIO 4



Cal Aero Preserve Academy

Student Count Estimate

2024/2025 School Year = 1,343 K-8

Capacity= 900

Preserve School #2

Student Count Estimate

2024/25 School Year = 428 K-8

Capacity= 925

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 18, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Isabel Brenes Ed.D., Director, Human Resources
Eric Dahlstrom, Ed.D., Director, Human Resources

**SUBJECT: DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS
FOR THE 2023/2024 SCHOOL YEAR**

=====

BACKGROUND

The California Commission on Teacher Credentialing (CCTC), effective July 1, 1994, established requirements regarding the use of teachers with emergency permits. While the current credentialing laws no longer allow the use of emergency multiple, single, and special education permits, the requirement still remains that the Board annually adopt a Declaration of Need for Fully Qualified Educators as there are still select emergency permits available that the District currently utilizes.

Individual teachers with these select emergency permits will be required to fulfill the credentialing requirements in a timely manner. This Declaration of Need must be properly filed with the CCTC prior to July 1 of a school year. Any emergency permits processed without a Declaration of Need on file will be rejected.

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

RECOMMENDATION

It is recommended the Board of Education approve the Declaration of Need for Fully Qualified Educators for the 2023/2024 school year.

FISCAL IMPACT

All personnel employed on emergency permits will be within the approved staffing ratios for the 2023/2024 school year and selections will be in accordance with approved District policies.

NE:IB:ED:jw



State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2023-2024

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Chino Valley Unified School District District CDS Code: 36

Name of County: San Bernardino County CDS Code: 67678

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 05 / 18 / 2023 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2024.

Submitted by (Superintendent, Board Secretary, or Designee):

_____ Name	_____ Signature	_____ Title
<u>909-548-6091</u> Fax Number	<u>909-628-1201</u> Telephone Number	_____ Date
<u>5130 Riverside Dr. Chino, CA 91710</u> Mailing Address		
_____ EMail Address		

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

_____ Name	_____ Signature	_____ Title
_____ Fax Number	_____ Telephone Number	_____ Date
_____ Mailing Address		
_____ EMail Address		

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit

Estimated Number Needed

CLAD/English Learner Authorization (applicant already holds teaching credential)

10

Bilingual Authorization (applicant already holds teaching credential)

5

List target language(s) for bilingual authorization:

Mandarin/Spanish

Resource Specialist

0

Teacher Librarian Services

1

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	5
Single Subject	25
Special Education	15
TOTAL	45

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED
Science - Biological	5
Science - Chemistry	5
Mathematics	5
Industrial and Technology Education	5
Home Economics	3
PE	2

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?

☐ Yes ☒ No

If no, explain. NA

Does your agency participate in a Commission-approved college or university internship program?

☒ Yes ☐ No

If yes, how many interns do you expect to have this year? 20

If yes, list each college or university with which you participate in an internship program.

Cal State Univ. San Bernardino; Cal State University Fullerton; Cal State Poly, Pomona; USC Rossier;

Cal State LA; University of La Verne; Point Loma University; Azusa Pacific University; University of Redlands;

Cal Baptist Univ; Alliant International Univ.; Biola Univ.; National Univ.; and Loyola Marmount Univ.

If no, explain why you do not participate in an internship program.

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
May 4, 2023

MINUTES

I. OPENING BUSINESS

I.A. CALL TO ORDER – 3:45 P.M.

1. Roll Call

President Shaw called to order the regular meeting of the Board of Education, Thursday, May 4, 2023, at 3:45 p.m. with Bridge, Cruz, Monroe, and Shaw present. Mr. Na arrived at 3:58 p.m.

Administrative Personnel

Norm Enfield, Ed.D., Superintendent

Sandra H. Chen, Associate Superintendent, Business Services

Grace Park, Ed.D., Associate Superintendent, CIIS

Lea Fellows, Assistant Superintendent, CIIS

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 3:45 p.m. regarding conference with legal counsel, existing litigation: one matter; conference with legal counsel, anticipated litigation: one matter; a student admission; a student readmission; student discipline matters; conference with labor negotiators: A.C.T. and CSEA; public employee appointment: assistant superintendent, human resources, and junior high school assistant principal; 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 3:45 p.m. to 5:57 p.m. regarding conference with legal counsel, existing litigation: one matter; conference with legal counsel, anticipated litigation: one matter; a student admission; a student readmission; student discipline matters; conference with labor negotiators: A.C.T. and CSEA; public employee appointment: assistant superintendent, human resources, and junior high school assistant principal; and, public employee performance evaluation: Superintendent.

Dr. Enfield left closed session at 5:45 p.m. Under existing litigation, the Board of Education provided counsel direction.

2. Pledge of Allegiance
Led by Gabriela Gandara.

I.C. RECOGNITION

1. Student Achievement
President Shaw presented certificates of recognition of their academic success to the following students: William Sahagun, Danny Rodriguez, Nyla Barzaga, Zane Poulter, Gabriela Gandara, and Rafael Gomez.

I.D. STAFF REPORT

1. Annual Update: Teaching and Learning Task Force
Dr. Grace Park, Associate Superintendent, CIIS, provided the Teaching and Learning Task Force update, which included: 2023/2024 Areas of Emphasis; survey participants; implementation of essential standards through PLC; preferred method for professional development: Student Engagement through Collaborative Communication; customized site professional development; and the next steps.

I.E. COMMENTS FROM STUDENT REPRESENTATIVE

Maya King congratulated upcoming student Board representative Chloe Kubeldis from Ayala HS; provided sport updates from throughout District schools and sports; said Monday, May 1 was college decision day, and congratulated fellow students and seniors who are committed to college, military, or joining the workforce; and said she is very proud of all the successful students in her class.

I.F. COMMENTS FROM EMPLOYEE REPRESENTATIVES

Brenda Walker, A.C.T. President, congratulated all the students who were recognized for their achievements; wished success to graduating seniors in their future endeavors; spoke about next week being Teacher Appreciation Week; said May 10 is designated as the California Day of the Teacher and National School Nurse Day; thanked the Board for upcoming resolutions; and acknowledged the Classified Employees Week coming up later in the month.

Danny Hernandez, CSEA President, said April 25 was bus driver appreciation day, and thanked them and transportation staff for the work that they do for our students and community daily, and thanked the Communications Director for posting pictures online; announced that CSEA is hosting a car show on May 13 at the District site; acknowledged the upcoming Teacher Appreciation Week; and said that on May 21 to the 27 is Classified Employees Week.

Barbara Bearden, CHAMP President, said that teachers and administrators celebrated Mr. Josh Reger's ASCA Region 12 Co-Administrator of the Year award at the ACSA Region 12 spring celebration; said some schools across the District are celebrating Teacher Appreciation Week this week; thanked families who supported their children by getting them to school on time for CAASPP testing over the last few weeks; and extended Cinco de Mayo wishes.

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

The following individuals addressed the Board: Curtis Burton, city of Chino Councilmember announced several community activities scheduled throughout the month of May; Glory Ciccarelli regarding her opinion of the Board and Superintendent; Virginia Renteria regarding protecting kids; and Misty regarding beliefs and stories based on individual perspectives.

I.H. CHANGES AND DELETIONS

The following changes/deletions were read into the record: Item IV.E.1., under appointment, deleted the name Kristy Keala, Bus Driver, Transportation, effective May 1, 2023; and Item IV.E.2., Resolution 2022/2023-47, Day of the Teacher/Día Del Maestro, under "Now, Therefore be it Resolved" deleted the words "Tuesday, May 4, 2021, and inserted the words "Wednesday, May 10, 2023." There were no further changes or deletions.

II. DISCUSSION

II.A. FACILITIES, PLANNING, AND OPERATIONS

II.A.1. Boundary Options Presentation for Cal Aero Preserve Academy and Preserve School #2

Jennifer Malixi addressed the Board in support of option 1. District consultants Esau Joya, Davis Demographics, and Bob Nicholson, Eric Hall & Associates MGT, provided the overview regarding boundary options and key objectives to be taken into consideration including: reducing enrollment at Cal Aero Preserve Academy to a manageable level; removing portable classroom from Cal Aero Preserve Academy to reclaim lost playground space; balance enrollments of Cal Aero Preserve and Preserve School #2 based on school capacities with room growth; and maintain educational parity between both schools to ensure financial efficiency.

Mr. Na left the meeting at 6:57 p.m.

III. ACTION**III.A. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT****III.A.1. 2023/2024 Student Member on the Board of Education**

Moved (Cruz) seconded (Bridge) motion carried (4-0, Na absent) to approve Chloe Kubeldis from Ayala HS as the 2023/2024 Student Member on the Board of Education. Student representative voted yes. President Shaw administered the oath of office.

IV. CONSENT

Don Bridge pulled for separate action item IV.E.2., IV.E.3, and IV.E.4. Moved (Bridge) seconded (Cruz) motion carried (4-0, Na absent) to approve the consent items, as amended.

IV.A. ADMINISTRATION**IV.A.1. Minutes of the April 20, 2023 Regular Meeting**

Approved the minutes of the April 20, 2023 regular meeting.

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

Approved/ratified the warrant register.

IV.B.2. 2022/2023 Applications to Operate Fundraising Activities and Other Activities for the Benefit of Students

Approved/ratified the 2022/2023 applications to operate fundraising activities and other activities for the benefit of students.

IV.B.3. Fundraising Activities

Approved/ratified the fundraising activities.

IV.B.4. Donations

Accepted the donations.

IV.B.5. Legal Services

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

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

IV.C.1. Student Admission Case 22/23-03A

Approved student admission case 22/23-03A.

IV.C.2. Student Readmission Case 22/23-28

Approved student readmission case 22/23-28.

IV.C.3. Student Expulsion Cases 22/23-54, 22/23-60, and 22/23-61

Approved student expulsion cases 22/23-54, 22/23-60, and 22/23-61.

IV.C.4. School Sponsored Trips

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

IV.C.5. Designation of California Interscholastic Federation Representatives to League for 2023/2024

Approved the Designation of California Interscholastic Federation Representatives to League for 2023/2024.

IV.C.6. New Course: BST Student Ambassadors

Approved the new course BST Student Ambassadors.

IV.C.7. Parent Representative on the Community Advisory Committee for the West End Special Education Local Plan Area

Approved Brandy Gambino as parent representative on the Community Advisory Committee for West End Special Education Local Plan Area.

IV.C.8. Revision of Cal Aero Preserve Academy Multi Track Year-Round Student Attendance Calendar for the 2022/2023 School Year

Approved the revision of Cal Aero Preserve Academy Multi Track Year-Round Student Attendance Calendar for the 2022/2023 school year.

IV.C.9. Revision of 2023 Supplemental Summer Instruction Program

Approved the revision of 2023 Supplemental Instruction Program.

IV.D. FACILITIES, PLANNING, AND OPERATIONS

IV.D.1. Purchase Order Register

Approved/ratified the purchase order register.

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

Approved/ratified the Agreements for Contractor/Consultant Services.

IV.D.3. Surplus/Obsolete Property

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

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

Approved the Notice of Completion for CUPCCAA Projects.

IV.D.5. Change Order and Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase I (BP 3)

Approved the Change Order and Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase I (BP 3).

IV.D.6. Change Order and Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase I (BP 9)

Approved the Change Order and Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase I (BP 9).

IV.D.7. Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase I (BP 16)

Approved the Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase I (BP 16).

IV.D.8. Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase I (BP 23)

Approved the Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase I (BP 23).

IV.D.9. Change Order and Notice of Completion for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 17)

Approved the Change Order and Notice of Completion for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 17).

IV.E. HUMAN RESOURCES**IV.E.1. Certificated/Classified Personnel Items**

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

IV.E.2. Resolution 2022/2023-47, Day of the Teacher/Día Del Maestro

Moved (Cruz) seconded (Bridge) motion carried (4-0, Na absent) to adopt Resolution 2022/2023-47, Day of the Teacher/ Día Del Maestro, as amended. Student representative voted yes.

IV.E.3. Resolution 2022/2023-48, Classified School Employee Week/Semana de Empleado Clasificado de Escuela

111

Moved (Monroe) seconded (Cruz) motion carried (4-0, Na absent) to adopt Resolution 2022/2023-48, Classified School Employee Week/Semana de Empleado Clasificado de Escuela. Student representative voted yes.

IV.E.4. Proclamation for National School Nurse Day on May 10, 2023

Moved (Monroe) seconded (Bridge) motion carried (4-0, Na absent) to adopt the proclamation for National School Nurse Day on May 10, 2023. Student representative voted yes.

IV.E.5. Student Teaching Internship and Fieldwork Agreement with California Polytechnic University, Pomona

Approved the Student Teaching, Internship, and Fieldwork Agreement with California Polytechnic University, Pomona.

V. INFORMATION**V.A. ADMINISTRATION****V.A.1. Revision of Bylaws of the Board 9124— Legal Services**

Received for information the revision of Bylaws of the Board 9124— Legal Services.

V.B. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT**V.B.1. Revision of Board Policy and Administrative Regulation 6158 Instruction—Independent Study**

Received for information the revision of Board Policy and Administrative Regulation 6158 Instruction—Independent Study.

V.B.2. San Bernardino County Superintendent of Schools Williams Findings Decile 1-3 Schools Third Quarterly Report 2022/2023

Received for information the San Bernardino County Superintendent of Schools Williams Findings Decile 1-3 Schools Third Quarterly Report 2022/2023.

VI. COMMUNICATIONS**BOARD MEMBERS AND SUPERINTENDENT**

Don Bridge thanked Maya King for her service as student Board member; congratulated students who were recognized and honored at the meeting; said May 4 is Star Wars Day; spoke about the end of the school year being an exciting time for graduations, college decision making, upcoming military salute, promotions and performances; said he attended several events including West End SELPA Annual Art and Writing show at Chaffey HS where several Chino Valley students were recognized for their achievements; attended the District orchestra concert at Woodcrest JHS; said Ayala HS's orchestra will be performing at Carnegie Hall next year; said he attended the first of the four District band performances last night at Chino Hills HS with three more coming up May 8, May 10, and May 17; congratulated Dr. Stacy Ayers and all the music teachers for their work in the music program; attended Cattle ES's teacher recognition appreciation rally; congratulated and wished good luck to all District sports teams playing in the CIF playoffs this week.

James Na was absent during this time on the agenda.

Andrew Cruz said he attended the Addams Family play at Don Lugo HS and said that it was the most beautiful play; attended the Special Education dance at the equestrian center in Chino Hills; attended the drumline event at Chino Hills HS; attended a track event at Ayala HS, and said Buena Vista HS Principal Shuler's son competed and advanced to CIF; spoke about audio problems at the track event and the snack bar having electricity issues; said the Let it Be Foundation is having a 5k race this Saturday; attended the Christian Release Time event; read a portion from a Judy Blume book that he donated to Ramona JHS.

Jon Monroe congratulated the students recognized at the Board meeting for their accomplishments and said they are just some of many brilliantly talented kids in the District; congratulated Miss Hippen, teacher at Cattle ES, for being recognized by *Helpful Honda People*; thanked Don Bridge for pulling the agenda items that recognized teachers, classified employees, and nurses; congratulated the Ayala HS and Chino Hills HS drumline for their recent wins in Ohio; and extended Cinco de Mayo wishes and Mothers' Day wishes.

Superintendent Enfield spoke about upcoming graduations; and acknowledged the work that teachers do to get students where they need to be; thanked nurses and classified staff for the work they contribute; and said that as a unified school District, our mission is to get students to graduate.

President Shaw said she, Mr. Cruz, and Dr. Enfield attended a joint meeting with city of Chino Mayor Eunice Ulloa, City Manager Linda Reich, and Councilman Curtis Burton; thanked councilmen Curtis Burton and Art Bennett for coming to school Board meetings and working toward a common goal; attended the special education prom at Ayala HS; congratulated Ayala HS and Chino Hills HS drumlines for their recent wins in competition; said she appreciates parents reaching out to the Board regarding special events; said she and Mr. Monroe attended a conference in Washington DC, which brought light, unity, and awareness to current issues; attended the Ayala HS track meet; attended the Christian Time Release banquet with Dr. Enfield and other Board members; thanked Rhodes ES, Cattle ES, and Magnolia JHS for hosting her recent site visit; said she was excited to be able to visit every school site this year; spoke about *Helpful Honda People* visiting Cattle ES teacher Miss Hippen; attended the city of Chino council meeting where Chino HS's wrestling coach and wrestlers were recognized; attended the ribbon cutting for the Neighborhood House; congratulated Mr. Reger for his award; thanked bus drivers, administrators, secretaries, and teachers for the work they do; Maya King thanked everyone who donated to the blood drive efforts in support of her classmate Melissa who is suffering from leukemia; President Shaw spoke about eye-opening things she learned in DC, the importance of awareness, and need for action regarding educational bills such as AB 1078, AB 665, AB 659; and announced that she will be working with Dr. Enfield on the best timing for a proposed policy to allow time for our community to be present.

VII. ADJOURNMENT

President Shaw adjourned the regular meeting of the Board of Education at 7:44 p.m.

Sonja Shaw, President

Andrew Cruz, Clerk

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 18, 2023
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
SUBJECT: REVISION OF BOARD BYLAW 9124—LEGAL SERVICES

=====

BACKGROUND

Board policies, administrative regulations, and Bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current practice. Board Bylaw 9124—Legal Services is being updated to correspond with CSBA recommended language. This item was presented to the Board of Education on May 4, 2023, as information.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the revision of Board Bylaw 9124—Legal Services.

FISCAL IMPACT

None.

NE:pk

LEGAL SERVICES

The Board of Education recognizes the complex legal environment in which school districts operate and desires reliable, high-quality legal advice at reasonable rates. IN ORDER TO MEET THE DISTRICT'S LEGAL NEEDS, THE BOARD MAY CONTRACT WITH COUNTY COUNSEL, ATTORNEYS IN PRIVATE PRACTICE, OR APPOINT LEGAL COUNSEL AS A DISTRICT EMPLOYEE OR INDEPENDENT CONTRACTOR. The Board also supports collaborative legal efforts with other agencies and districts in order to promote the District's interests.

(cf. 3320 - Claims and Actions Against the District)
(cf. 3400 - Management of District Assets/Accounts)
(cf. 4312.1 - Contracts)
(cf. 9000 - Role of the Board)
(cf. 9260 - Legal Protection)

~~The Board majority, through the Superintendent, may utilize County Counsel or private attorneys to meet the needs of the District.~~

~~The Superintendent shall direct all attorneys and legal firms in the areas of:~~

THE DISTRICT'S LEGAL COUNSEL MAY: (Education Code 35041.5)

1. Rendering legal advice to the Board and the Superintendent or designee;
2. ServingE the Board and Superintendent or designee in the preparation and conducting of District litigation and administrative proceedings;
3. Rendering advice on school bond and tax increase measures and preparing the necessary forms for the voting of these measures;
4. Performing other legal duties as assigned by the Board majority through the Superintendent, or the Superintendent individually, or the Superintendent's designee.

~~The Superintendent shall direct attorneys at his/her discretion and shall provide the Board with legal information and rationale for the direction. The Board may authorize the Board President or another Board member to confer with legal counsel on behalf of the Board.~~

(cf. 9000 – Role of Board and members)
(cf. 9200 – Members Limits of Authority)
(cf. 9321 – Closed Sessions)

LEGAL SERVICES (cont.)**Retaining Legal Counsel**

When the District is seeking legal advice or representation, the Superintendent or designee shall initiate a Request for Proposals (RFP) to advertise and solicit proposals for legal services. In evaluating the proposals, the Board and Superintendent shall consider the firm's or attorney's background, experience, and reputation in education law; experience advising or representing school districts in California; fees; and experience of attorneys at the firm who will provide legal services.

The Board and Superintendent shall annually evaluate the performance of the firm and/or attorneys providing legal services in such areas as efficiency and adequacy of advice; results obtained for the District; reasonableness of fees; and responsiveness to and interactions with the Board, administration, and community. Upon a successful evaluation, the Board may renew the agreement with legal counsel without initiating an RFP.

The Board may also contract for temporary, specialized legal services without initiating an RFP when a majority of the Board determines that the unique demands of a particular issue or emergency situation so requires.

(cf. 2121 - Superintendent's Contract)

Contacting Legal Counsel

At his/her discretion, THE BOARD PRESIDENT OR the Superintendent may confer with District legal counsel subject to any limits or parameters established by the Board. In addition, the Superintendent OR BOARD PRESIDENT may contact District legal counsel to provide the Board with legal information or advice when so directed by a majority of the Board.

Individual Board members OTHER THAN THE BOARD PRESIDENT may not seek advice from District legal counsel on matters of District business unless so authorized by a majority of the Board.

(cf. 9200 - Limits of Board Member Authority)

(cf. 9321 - Closed Session Purposes and Agendas)

Legal Reference:**EDUCATION CODE**

35041 Administrative Adviser

35041.5 Legal Counsel

35161 Powers and Duties of Governing Board

35200-35214 Liabilities, especially:

35204 Contract with Attorney in Private Practice

35205 Contract for Legal Services

LEGAL SERVICES (cont.)

GOVERNMENT CODE

814-895.8 Liability of Public Entities and Public Employees

995-996.6 Defense of Public Employees

26520 Legal Services to School Districts

53060 Special Services and Advice

Management Resources:

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, rev. 2007

Maximizing School Board Leadership: Boardsmanship, 1996

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Selecting and Working with a School Attorney: A Guide for School Boards, 1997

WEB SITES

California School Boards Association: www.csba.org

California Council of School Attorneys:

www.csba.org/LegislationAndLegal/Legal/CaliforniaCouncilOfSchoolAttorneys.aspx

National School Boards Association: www.nsba.org

State Bar of California: www.calbar.ca.gov

Chino Valley Unified School District

Bylaw adopted: August 17, 1995

Revised: May 17, 2007

Revised: October 21, 2010

REVISED:

LEGAL SERVICES

Statement of Purpose

The Purpose of this Administrative Regulation is to delineate the roles, responsibilities, and lines of authority for all attorneys providing legal services to the District. This Administrative Regulation underscores that any and all attorneys who provide service to the District do so through the Superintendent, BOARD PRESIDENT, OR BOARD MEMBER (UPON CONSENSUS OF THE BOARD MAJORITY) who consults with the Board of Education.

Duties and Responsibilities of Attorneys

The primary role of all attorneys retained by the District is to provide counsel and representation on an as-needed basis as requested by the Superintendent or designee, and through the Superintendent to the Board of Education.

Such counsel and representation may include, but is not limited to, preparation of documents and arguments pertaining to litigation; rendition of legal opinions; attendance at Board of Education meetings; document preparation for Certificates of Participation, the sale of General Obligation Bonds and the resulting project construction thereafter; personnel matters; and, drafting of other legal documents, policies, rules, and regulations.

The Superintendent shall determine the appropriate law firm to retain and assign specific litigation (anticipated and existing) for resolution of a specific issue and make such recommendation to the Board for approval. That law firm or specific attorney will report to the Board of Education through the Superintendent.

All attorneys will warrant/verify to the Chino Valley Unified School District that they are specially trained, experienced, and competent to perform quality legal representation as delineated in any Agreement for Legal Services.

Line of Authority

In all matters, except disputes between the Superintendent and Board of Education, attorneys will report to the Board of Education through the Superintendent.

Access to Attorneys

The following positions are authorized to contact attorneys and request counsel or representation:

LEGAL SERVICES (cont.)

1. BOARD PRESIDENT
- 4.2. Board Member (upon consensus of the Board majority);
- 2.3. Superintendent of Schools;
- 3.4. Deputy Superintendent;
- 4.5. Associate Superintendents; and
- 5.6. Assistant Superintendents

Methodology and Procedure for Selection of Legal Counsel

The Superintendent will select and recommend to the Board of Education for approval, attorneys or legal firms deemed competent to perform the legal duties and responsibilities as delineated by the District. Annually, the Superintendent will present to the Board for approval a list of attorneys and legal firms and their areas of specialty.

To establish the approved list of attorneys, the District will require all attorneys or legal firms interested in providing services to the District to submit an annual proposal that provides for the following:

1. Services to be Rendered by Attorney;
2. Legal Firm Representative;
3. Payment – Terms and Rate Schedules;
4. Hold Harmless Agreement;
5. Assignment of Cases;
6. Binding Arbitration;
7. Termination;
8. Notices;
9. Conflicts of Interest;
10. Legal Status; and
11. Ability to Provide Timely Responses.

In the selection and allocation of work to attorneys, the Superintendent will consider the following criteria:

1. The scope of legal services required;
2. The expertise of the attorney;
3. The availability of attorney and support staff;
4. The need for special qualifications or expertise, such as special education, construction, or personnel matters;
5. The general expectations of the District;
6. Any areas of possible conflicts of interests;
7. The ability to predict with some degree of certainty the potential time and cost involved with the course of action selected; and
8. The established track record of the attorney.

LEGAL SERVICES (cont.)

The following are additional criteria to be utilized when selecting an attorney:

1. Ability to work in concert with administration;
2. Ability to establish trust with the administration;
3. Ability to coordinate with District staff, when appropriate;
4. Ability to determine at the outset what the District's specific goals are for the particular matter;
5. Ability to communicate well and often with the Superintendent or designee regarding the progress and status of matters assigned;
6. Proficiency in evaluating matters realistically and early on to determine whether they should be settled or pursued;
7. Willingness to provide detailed billings; and
8. Willingness to avoid duplication of effort with other attorney or administration.

Fees and Billing Procedures

Whenever possible, the Superintendent (District) will establish contracts that include a flat-rate (retainer) with the chosen attorney for each specific legal issue assigned.

In the event the District enters into a fee for services contract, each attorney or legal firm shall submit a dated monthly invoice detailing by each case assigned/billed the following:

1. Date of service provided;
2. Specific citation of service provided;
3. The name of the District administrator receiving the service provided;
4. The amount of time attributed to the service provided;
5. The name/initials of the attorney or legal staff member providing the service; and
6. A sub-total for each case assigned/billed.

Further, each monthly invoice shall include in table format the following:

1. The hourly rate for each attorney and legal staff member who performed a service during the billing period; and
2. A sub-total for each case assigned/billed, and a total amount billed.

It is the responsibility of the Superintendent or designee to ensure that the submitted invoice is consistent with and accurately reflects the work agreed upon and performed. Any disputes will be resolved between the attorney and the Superintendent or designee.

LEGAL SERVICES (cont.)**Procedures for Requesting Legal Opinions by the School Board Members and Superintendent**

The Board of Education through the Superintendent, ~~Superintendent~~ or designee may, at any time, request a written legal opinion from any attorney on the approved list. Subsequently, the attorney will expeditiously provide the opinion and any supporting documentation necessary to fully respond to the request.

At no time will a Board member, as an individual, contact any attorney and request a legal opinion or advice, unless consensus is reached by the majority of the Board.

Requests by members of the District staff for legal opinions are limited to matters of official concern to their appropriate department and will be made through the appropriate Assistant, Associate, or Deputy Superintendent. All requests are to carry the signature of the appropriate Superintendent.

Evaluation and Termination of an Attorney

The Superintendent will annually evaluate the performance of all attorneys on the approved list and present an informational report to the Board of Education. Such evaluation will be completed and submitted to attorney no later than the first day of the second quarter of the fiscal calendar.

The Superintendent will make this report prior to recommending to the Board of Education an approved list of attorneys for the subsequent fiscal year. The report may include, but is not limited to, the criteria to be used in considering the termination of the attorney's Agreement for Legal Services, as follows:

1. Failure to respond within a reasonable time;
2. Lack of thorough preparation;
3. Failure to disclose potential conflict of interest;
4. Unsatisfactory billing practices;
5. Failure to act in District's best interest;
6. Improper disclosure of confidential information;
7. Failure to advise on all options available;
8. Failure to keep the governance team informed; and
9. The attorney should be working closely with key staff, not individual board members, to handle the day-to-day legal issues of the school district.

Notwithstanding the above criteria, the Board of Education or Superintendent (District) may choose, for any reason or for no reason, not to use the services or to stop using the services of any attorney on the approved list. By definition, an attorney is a private contractor, not a District employee, and as such has no expectation of utilization of his/her services.

LEGAL SERVICES (cont.)

Further, the attorney or the Board of Education or Superintendent may terminate any Agreement for Legal Services upon thirty (30) days written notice, one to the other. The attorney and the Superintendent shall sign any documents reasonably necessary to complete the attorney's discharge or withdrawal.

Property Rights

All files and/or documents retained by the attorney relating to District representation are and remain the District's property, as the client, except for the attorney's internal and/or administrative documents, such as attorney time sheets. The District may have access to these materials at any time, and the attorney acknowledges its obligation, upon the District's demand, to deliver the District's file to the District, at or after the termination or conclusion of the attorney's services. In the event the District chooses to change representation to another attorney, the District will provide to the attorney written notice authorizing the transfer of District files.

All attorneys contracting with the District will ensure that all records, communications, findings, and other work product are classified as confidential, attorney client privilege, or attorney client work product as appropriate. Attorneys shall ensure appropriate access, transmittal, storage, and destruction of said product, as appropriate.

The District and attorney are responsible for complying with all applicable record retention schedules as identified through the District's record retention policies, applicable education code, federal and state law, or federal or state regulatory requirement. At no time will records be destroyed outside these criteria.

Chino Valley Unified School District
Bylaw Adopted: August 17, 1995
Revised: May 17, 2007
REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 18, 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

\$4,730,365.89 to all District funding sources.

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 18, 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:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT
May 18, 2023

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Rhodes ES</u>		
PEP Club	Carl's Jr. Coupon Booklets	5/19/23 - 8/15/23
<u>Ayala HS</u>		
ASB - Black Student Union	BSU's Bakery	5/19/23
<u>Don Lugo HS</u>		
ASB - Boys' Water Polo	Summer Camp	5/29/23 - 7/29/23
ASB - Girls' Water Polo	Summer Camp	5/29/23 - 7/29/23
ASB - Boys' Basketball	Summer Camp	5/31/23 - 6/28/23
ASB - Cross Country	Summer Camp	6/19/23 - 8/4/23
<u>Chino Hills HS</u>		
General Boosters - Softball	thinknlocal	5/19/23 - 6/9/23

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: May 18, 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:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT
May 18, 2023

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<u>Rolling Ridge ES</u>		
Flores-Chatfield & Chatfield, Inc.	Drone, Gift Card, & Scooter	\$117.00
<u>Walnut ES</u>		
California Department of Corrections & Rehabilitations-Institute for Men	Cash	\$2,707.00
<u>Canyon Hills JHS</u>		
Jeffrey & Lala Lee	Cash	\$200.00
Michael Mora	Cash	\$200.00
Amanda & Robert Carr	Cash	\$220.00
Dianne & Thomas Gire	Cash	\$500.00
Magnolia Stiers	Cash	\$500.00
<u>Buena Vista HS</u>		
Brad & Teresa Armbruster	Cash	\$50.00
Gregory Killinger	Cash	\$50.00
Phillip & Irina Lombardo	Cash	\$100.00
<u>Don Lugo HS</u>		
Patricia Veliz Gilbert	Cash	\$50.00
Deon Veliz	Cash	\$100.00
Orchird Court, Inc.	Cash	\$400.00
Arlene Veliz	Cash	\$500.00

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

DATE: May 18, 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	-	-	\$ 215,309.90
Margaret A. Chidester & Associates	-	-	\$ 112,829.31
Tao Rossini, APC	December	\$35,022.50	\$ 161,158.42
Fagen, Friedman & Fulfroost	-	-	-
	Total	\$35,022.50	\$489,297.63

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

RECOMMENDATION

It is recommended the Board of Education approve payment for legal services to the law office of Tao Rossini, APC.

FISCAL IMPACT

\$35,022.50 to the General Fund.

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: May 18, 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: REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO STATE
OF EMERGENCY DECLARED BY GOVERNOR NEWSOM FOR
SEVERE INCLEMENT WEATHER**

=====

BACKGROUND

When one or more schools were kept open but experienced a material decrease in attendance pursuant to Education Code 46392, a local educational agency (LEA) may obtain approval of attendance and instructional time credit through the filing of Form J-13A, the Request for Allowance of Attendance Due to Emergency Conditions.

A State of Emergency was declared by Governor Newsom on January 4; and later extended to March 1, 2023, due to severe winter storms related to a series of atmospheric river systems that struck California. As a result, the District suffered material decrease to its average daily attendance (ADA) on January 4-6; January 10; February 24; March 10; March 13; March 15; and March 21, 2023.

The California Department of Education's (CDE) approval of the J-13A, combined with other attendance records, serve to document the LEA's compliance with instructional time laws and provide authority to maintain school for less than the required instructional days and minutes without incurring a fiscal penalty to the LEA's Local Control Funding Formula (LCFF) funding.

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

RECOMMENDATION

It is recommended the Board of Education approve the request for allowance of attendance due to emergency conditions.

FISCAL IMPACT

Negate loss of 45 ADA.

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: May 18, 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 ADMISSION CASE 22/23-04A

=====

BACKGROUND

The Board of Education may admit students expelled from other districts in accordance with the law when consistent with the Board's goal to provide a safe and secure school environment for students and staff.

The District shall not enroll a student expelled by another district for any of the offenses listed in Education Code 48915(a) or (c) (mandatory expulsion offenses) during the term of the student's expulsion unless the enrollment is at a community day school. A student expelled for an act specified in Education Code 48915(a) or (c) may enroll in the District after the term of his/her expulsion if the Board finds, at a hearing, that the student does not pose a continuing danger to students or staff.

The Board, when making its determination whether to enroll an individual who has been expelled from another school district for any of the acts mentioned above, may consider the following options: deny enrollment, permit enrollment, or permit conditional enrollment in a regular school program or another education program.

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

RECOMMENDATION

Based upon the evidence presented to the Expulsion Hearing Administrative Panel, it is recommended the request regarding admission to the Chino Valley Unified School District be approved for student admission case 22/23-04A.

FISCAL IMPACT

None.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: May 18, 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 READMISSION CASES 22/23-16 AND 22/23-22

=====

BACKGROUND

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

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

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

RECOMMENDATION

It is recommended the Board of Education approve student readmission cases 22/23-16 and 22/23-22.

FISCAL IMPACT

None.

NF:LF:SJ:jg

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: May 18, 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 22/23-51, 22/23-52, 22/23-62,
22/23-63, AND 22/23-65**

=====

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 22/23-51, 22/23-52, 22/23-62, 22/23-63, and 22/23-65.

FISCAL IMPACT

None.

NE:LF:SJ:jg

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: May 18, 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 TRIPS

BACKGROUND

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

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

RECOMMENDATION

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

School-Sponsored Trips	Date	Fiscal Impact
Site: Country Springs ES Event: Odyssey of the Mind 2023 World Finals Place: East Lansing, MI Chaperone: 6 students/5 chaperones	May 24-27, 2023	Cost: \$550.00 per student Funding Source: GATE
Site: Oak Ridge ES Event: Odyssey of the Mind 2023 World Finals Place: East Lansing, MI Chaperone: 13 students/10 chaperones	May 24-27, 2023	Cost: \$550.00 per student Funding Source: GATE
Site: Rhodes ES Event: Odyssey of the Mind 2023 World Finals Place: East Lansing, MI Chaperone: 6 students/5 chaperones	May 24-27, 2023	Cost: \$550.00 per student Funding Source: GATE
Site: Rolling Ridge ES Event: Odyssey of the Mind 2023 World Finals Place: East Lansing, MI Chaperone: 6 students/4 chaperones	May 24-27, 2023	Cost: \$550.00 per student Funding Source: GATE

Site: Ayala HS Event: California Interscholastic Federation State Swimming & Diving Championships Place: Fresno, CA Chaperone: 1 student/2 chaperones	May 11-13, 2023	Cost: \$150.00 per student Funding Source: Parents and Athletics
Site: Ayala HS Event: Odyssey of the Mind 2023 World Finals Place: East Lansing, MI Chaperone: 3 students/5 chaperones	May 24-27, 2023	Cost: \$550.00 per student Funding Source: GATE
Site: Ayala HS Event: Team Basketball Camp at University of California San Diego Place: San Diego, CA Chaperone: 12 students/2 chaperones	June 23-25, 2023	Cost: \$300.00 per student Funding Source: Parents and USB
Site: Chino Hills HS Event: California Interscholastic Federation State Track & Field Championships Place: Clovis, CA Chaperone: 8 students/4 chaperones	May 24-29, 2023	Cost: \$462.20 per student Funding Source: Athletics
Site: Chino Hills HS Event: California Interscholastic Federation State Boys Golf Championships Place: Pebble Beach, CA Chaperone: 6 students/2 chaperones	May 30-June 1, 2023	Cost: \$312.15 per student Funding Source: Athletics

FISCAL IMPACT

None.

NE:LF:gks

Chino Valley Unified School District

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
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DATE: May 18, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: REVISION OF BOYS REPUBLIC HS STUDENT ATTENDANCE CALENDAR FOR THE 2022/2023 SCHOOL YEAR

=====

BACKGROUND

The Boys Republic HS Student Attendance Calendar was adopted September 19, 2019, sufficiently in advance of the new school year in order to provide educational partners with ample time to provide input and conduct advance planning for the coming year. This also permits the District to meet with representatives of the District's certificated and classified employees regarding applicable work year calendars. The Student Attendance Calendar is not intended to constitute the employee work year calendar, which will be negotiated to the extent required by law.

Assembly Bill (AB) 1655 was signed into law, and in 2023, Juneteenth was incorporated into Education Code section 37220 as an official California holiday. Accordingly, the Boys Republic HS Student Attendance Calendar for the 2022/2023 school year is being revised to reflect June 19 as a legal holiday.

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

RECOMMENDATION

It is recommended the Board of Education approve the revision of Boys Republic HS Student Attendance Calendar for the 2022/2023 school year.

FISCAL IMPACT

None.

NE:LF:gks

Chino Valley Unified School District
2022-2023 STUDENT ATTENDANCE CALENDAR

Boys Republic High School
216 School Days

JULY 2022

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

AUGUST 2022

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

SEPTEMBER 2022

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

OCTOBER 2022

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

NOVEMBER 2022

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

DECEMBER 2022

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

JANUARY 2023

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

FEBRUARY 2023

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

MARCH 2023

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

APRIL 2023

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

MAY 2023

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

JUNE 2023

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

IMPORTANT DATES

July 1	School Closed	Jan 16	Martin Luther King Day	<div> <div></div> First Day of School </div> <div> <div></div> Last Day of School </div>
July 4	Independence Day	Feb 13	Lincoln's Birthday	
July 5	First Day of School	Feb 20	Washington's Birthday	<div> <div></div> Legal Holiday </div>
Sept 5	Labor Day	Mar 27-31	Spring Break	
Sept 5-9	School Closed	May 29	Memorial Day	<div> <div></div> School Closed </div>
Nov 11	Veterans' Day	June 19	Juneteenth	
Nov 21-25	Thanksgiving Break	June 20	Last Day of School	
Dec 16-Jan 3	Christmas/Winter Break			

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 18, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Grace Park, Ed.D., Associate Superintendent, Curriculum,
Instruction, Innovation, and Support
Preston Carr, Ed.D., Director, Alternative Education
Cheli McReynolds, Director, Special Education

**SUBJECT: REVISION OF BOARD POLICY 6158 INSTRUCTION –
INDEPENDENT STUDY**

=====

BACKGROUND

Board policies, administrative regulations, and bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current District practice. Board Policy and Administrative Regulation 6158 Instruction – Independent Study are being updated to reflect Assembly Bill 181 which (1) changes the threshold for when tiered reengagement strategies are required to be implemented, (2) creates an exemption from the live interaction and/or synchronous instruction, tiered reengagement strategies, and transition back to in-person instruction requirements, (3) consolidates all learning agreements into Administrative Regulation, and (4) delete material applicable only to the 2021/2022 school year. This item was presented to the Board on May 4, 2023, as information.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the revision of Board Policy 6158 Instruction – Independent Study.

FISCAL IMPACT

None.

NE:GP:PC:CM:tr

INDEPENDENT STUDY

The Board of Education authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered FOR SHORT- OR LONG TERM PLACEMENTS, on a full-time basis or ~~on~~ a part-time basis AND/OR in conjunction with part- or full-time classroom study.

(cf. 5147 - Dropout Prevention)
(cf. 6011 - Academic Standards)
(cf. 6143 - Courses of Study)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)
(cf. 6172 - Gifted and Talented Student Program)
(cf. 6200 - Adult Education)

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, a ~~home-based format~~, and an online course.

(cf. 0420.4 - Charter School Authorization)
(cf. 6181 - Alternative Schools/Programs of Choice)

~~A~~ Student's participation in independent study shall be voluntary AND NO STUDENT SHALL BE REQUIRED TO PARTICIPATE. (Education Code 51747; 51749.5, 51749.6)

Independent study for each student shall be under the general supervision of a District employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law, and reflected in the accompanying administrative regulation. (Education Code 51747.5)

The minimum period of time for any independent study option shall be three consecutive school days. (Education Code 46300)

General Independent Study Requirements

~~For the 2021/2022 school year, the District shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the District has obtained a waiver. (Education Code 51745)~~

INDEPENDENT STUDY (cont.)

~~For the 2022/2023 school year and thereafter, t~~The Superintendent or designee may ~~continue to offer and approve independent study for an individual student upon determining that the student is prepared to meet the District's requirements for independent study PARTICIPATION and is likely to succeed in independent study as well as or better than the student would in the regular classroom setting.~~

THE MINIMUM INSTRUCTIONAL MINUTES SHALL BE THE SAME FOR ALL STUDENTS AT EACH SCHOOL INCLUDING STUDENTS PARTICIPATING IN INDEPENDENT STUDY, EXCEPT AS OTHERWISE PERMITTED BY LAW. (Education Code 46100)

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of programs. ~~However, w~~When necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due. ~~HOWEVER, IN NO EVENT SHALL THE DUE DATE OF AN ASSIGNMENT BE EXTENDED up to BEYOND the termination date SPECIFIED of IN the STUDENT'S WRITTEN agreement.~~

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060
2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments
3. Learning OF required concepts, as determined by the supervising teacher
4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in- person instruction. For high schools, this shall include access to ALL courses offered by the District for graduation and approved by the University of California (UC) or the California State University (CSU) as creditable under the a-g admissions criteria. (Education Code 51747)

The Superintendent or designee shall ensure that ALL students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)

INDEPENDENT STUDY (cont.)

1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction
2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction
3. For students in grades 9-12, opportunities for at least weekly synchronous instruction

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students PARTICIPATING IN AN INDEPENDENT STUDY PROGRAM FOR 15 SCHOOL DAYS OR MORE WHO ARE: (Education Code 51747)

1. ~~who are n~~Not generating attendance for more than three school days or 60 TEN percent of the REQUIRED MINIMUM DAYS instructional days TIME OVER FOUR in a school CONTINUOUS weeks, or OF THE DISTRICT'S APPROVED INSTRUCTIONAL CALENDAR
2. NOT PARTICIPATING IN SYNCHRONOUS INSTRUCTIONAL OFFERINGS PURSUANT TO EDUCATION CODE 51747.5 FOR MORE THAN 50 PERCENT OF THE SCHEDULED TIMES OF SYNCHRONOUS INSTRUCTION IN A SCHOOL MONTH AS APPLICABLE BY GRADE SPAN
3. ~~who are in~~ violation of their written agreement. This requirement only applies to students participating in an independent study program for 15 school days or more.

~~The~~ TIERED REENGAGEMENT STRATEGIES procedures USED IN DISTRICT INDEPENDENT STUDY PROGRAMS shall include LOCAL PROGRAMS INTENDED TO ADDRESS CHRONIC ABSENTEEISM AS APPLICABLE, INCLUDING but are not necessarily limited to, all of the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student
2. Notification to parents/guardians of lack of participation within one school day of the RECORDING OF A ~~absence~~ NON-ATTENDANCE DAY or lack of participation
3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary
4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

The Superintendent or designee shall, FOR STUDENTS WHO PARTICIPATE IN AN INDEPENDENT STUDY PROGRAM FOR 15 SCHOOL DAYS OR MORE, develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later, than five instructional days. ~~This requirement only applies to students participating in an independent study program for 15 school days or more.~~ (Education Code 51747)

INDEPENDENT STUDY (cont.)

WHEN ANY STUDENT ENROLLED IN CLASSROOM-BASED INSTRUCTION IS PARTICIPATING IN INDEPENDENT STUDY DUE TO NECESSARY MEDICAL TREATMENT OR INPATIENT TREATMENT FOR MENTAL HEALTH OR SUBSTANCE ABUSE UNDER THE CARE OF APPROPRIATELY LICENSED PROFESSIONALS, THE STUDENT SHALL BE EXEMPT FROM THE LIVE INTERACTION AND/OR SYNCHRONOUS INSTRUCTION, TIERED REENGAGEMENT STRATEGIES, AND TRANSITION BACK TO IN-PERSON INSTRUCTION REQUIREMENTS SPECIFIED ABOVE. IN SUCH CASES, EVIDENCE FROM APPROPRIATELY LICENSED PROFESSIONALS, OF THE STUDENT'S NEED TO PARTICIPATE IN INDEPENDENT STUDY, SHALL BE SUBMITTED TO THE SUPERINTENDENT OR DESIGNEE. (Education Code 51747)

The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

~~The District shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021/2022 school year. This notice shall be posted on the District's website, and shall include, at a minimum, information about the right to request a student-parent-educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study. (Education Code 51747)~~

Upon the request of the parent/guardian of a student, AND before making SIGNING a decision about enrolling or disenrolling in independent study and entering into a written agreement to do so AS DESCRIBED IN ADMINISTRATIVE REGULATION 6158 – INDEPENDENT STUDY, the District shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, or AND, IF REQUESTED BY THE PARENT/GUARDIAN, their AN advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

~~Learning Agreement for Course-Based Independent Study~~

~~Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)~~

- ~~1. A summary of the District's policies and procedures related to course-based independent study pursuant to Education Code 51749.5~~
- ~~2. The duration of the enrolled course(s) and the number of course credits for each enrolled course~~

INDEPENDENT STUDY (cont.)

3. ~~The duration of the learning agreement, which shall not exceed a school year or span multiple school years~~
4. ~~The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program~~
5. ~~The specific resources that will be made available to the student, including materials and personnel~~
6. ~~A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.~~
7. ~~A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a student who is suspended or expelled, or who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, the agreement also shall include the A statement that instruction may be provided to the student through course-based independent study only if the student is offered the alternative of classroom instruction.~~
8. ~~The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress.~~
9. ~~The objectives and methods of study for the student's work, and the methods used to evaluate that work.~~
10. ~~A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study.~~
11. ~~A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.~~

INDEPENDENT STUDY (cont.)

- ~~12. Before the commencement of an independent study course, the learning agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of family code 6550-6552.~~

~~However, for the 2021/2022 school year only, the District shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the pupil no later than 30 days after the first day of instruction.~~

~~Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the CDE. (Education Code 51749.6)~~

~~The student's or parent/guardian's signature shall constitute permission for the student to receive instruction through independent study. (Education Code 51749.6)~~

~~The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)~~

COURSE-BASED INDEPENDENT STUDY

The District's course-based independent study program for students in grades K-12 shall be subject to the following requirements: (Education Code 51749.5)

1. A signed learning agreement shall be completed and on file for each participating student pursuant to Education Code 51749.6
2. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the District or by another district, charter school, or county office of education with which the District has a memorandum of understanding to provide the instruction

(cf. 4112.2 - Certification)

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

3. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. For high schools, this shall include access to ALL courses offered by the District for graduation and approved by the University of California (UC) or the California State University (CSU) as creditable

INDEPENDENT STUDY (cont.)

under the a-g admissions criteria. The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The certification shall also include plans to provide opportunities THROUGHOUT THE SCHOOL YEAR, for ALL students in ~~grades~~ transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, for students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for students in grades 9-12 to receive at least weekly synchronous instruction

4. Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3
5. For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program, as indicated by ~~their~~ THE STUDENT'S performance on applicable student-level measures of student achievement and student engagement set forth in Education Code 52060, completion of assignments, assessments, or other indicators that evidence that the student is working on assignments, learning OF required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, AS DETERMINED BY THE SUPERVISING TEACHER

If satisfactory educational progress in ~~an~~ ONE OR MORE independent study ~~class~~ COURSES is not being made, the teacher PROVIDING INSTRUCTION shall notify the student and, if the student is under age 18 years OF AGE, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be TREATED AS a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" ~~below~~ IN ADMINISTRATIVE REGULATION 6158 – INDEPENDENT STUDY. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, ~~notification to parents/guardians of lack of participation within one school day of the absence or lack of participation,~~ a plan for outreach from the school to determine student needs, including

INDEPENDENT STUDY (cont.)

connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

(cf. 5125 - Student Records)

6. Examinations shall be administered by a proctor
7. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the District. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses

(cf. 6162.51 - State Academic Achievement Tests)

8. A student shall not be required to enroll in courses included in the course-based independent study program
9. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6
10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208

(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

11. Courses required for high school graduation or for admission to the ~~University of California~~ UC or ~~California state university~~ CSU shall not be offered exclusively through independent study
12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011

(cf. 3260 - Fees and Charges)

13. A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to the internet connectivity necessary to participate in the course
14. A student with disabilities, as defined in Education Code 56026, shall not participate in course-based independent study, ~~unless~~ IF the student's individualized education program specifically provides for that participation

INDEPENDENT STUDY (cont.)

15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study
16. The District shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days

Student-Parent-Educator Conferences

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or if requested by a parent/guardian prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

Records for Audit Purposes

The Superintendent or designee shall ensure that records are maintained for audit purposes.

These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's SIGNED OR INITIALED AND DATED notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons
5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a District employee who possesses a

INDEPENDENT STUDY (cont.)

valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

The District shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which ~~independent study~~ LIVE INTERACTION OR SYNCHRONOUS INSTRUCTION is provided AS PART OF THE INDEPENDENT STUDY PROGRAM. A student who does not participate in ~~independent study~~ SCHEDULED LIVE INTERACTION OR SYNCHRONOUS INSTRUCTION ~~on a school day~~ shall be documented as non-participatory for that school day. (Education Code 51747.5)

The Superintendent or designee SHALL also ~~shall~~ maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

The signed, ~~dated agreement,~~ any WRITTEN supplemental agreementS, assignment records, work samples, and attendance records may be maintained AS AN ~~on file~~ electronically FILE IN ACCORDANCE WITH EDUCATION CODE 51747 AND 51749.6, AS APPLICABLE. (Education Code 51747)

(cf. 0500 - Accountability)
 (cf. 5121 - Grades/Evaluation of Student Achievement)
 (cf. 6162.5 - Student Assessment)
 (cf. 6162.51 - State Academic Achievement Tests)
 (cf. 6162.52 - High School Exit Examination)

Legal Reference:**EDUCATION CODE**

17289 Exemption for facilities
 41020 Requirement for annual audit
 41422 Apportionment credit for student inability to attend in-person or school closure due to COVID-19
 42238 Revenue limits
 42238.05 Local control funding formula; average daily attendance
 44865 Qualifications for home teachers
 46100 Length of school day
 46200-46208 Incentives for longer instructional day and year
 46300-46307.1 Methods of computing average daily attendance
 46390-46393 Emergency average daily attendance
 46600 Interdistrict attendance computation
 47612-47612.1 Charter School Operation
 47612.5 Charter schools operations, general requirements
 48204 Residency requirements for school attendance
 48206.3 Home or hospital instruction; students with temporary disabilities
 48220 Classes of children exempted
 48340 Improvement of pupil attendance
 48915 Expulsion; particular circumstances
 48916.1 Educational program requirements for expelled students

INDEPENDENT STUDY (cont.)

48917 Suspension of expulsion order
49011 Student fees
51225.3 High school graduation
51744-51749.6 Independent study
52060 Local Control and Accountability Plan
52523 Adult education as supplement to high school curriculum; criteria
56026 Individuals with exceptional needs
58500-58512 Alternative schools and programs of choice
6550-6552 Caregivers

FAMILY CODE

6550-6552 Caregivers

CODE OF REGULATIONS, TITLE 5

11700-11703 Independent study

UNITED STATES CODE, TITLE 20

6301 Highly qualified teachers

6311 State plan

COURT DECISIONS

Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365

EDUCATION AUDIT APPEALS PANEL DECISIONS

Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Legal Requirements for Independent Study, 2021

Conducting Individualized Determinations of Need, 2021

2021-22 AA & IT Independent Study FAQs, 2021

California Digital Learning Integration and Standards Guidance, April 2021

Elements of Exemplary Independent Study

WEBSITES

California School Boards Association District and County Office of Education Legal Services:

<https://legalservices.csba.org/>

California Consortium for Independent Study: www.ccis.org

California Department of Education, Independent Study: www.cde.ca.gov/sp/eo/is

Education Audit Appeals Panel: www.eaap.ca.gov

Chino Valley Unified School District

Policy adopted: August 21, 1997

Revised: February 4, 1999

Revised: May 23, 2002

Revised: June 11, 2015

Revised: September 2, 2021

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 18, 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

\$4,034,154.86 to all District funding sources.

NE:GJS:kc

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 18, 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

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-2223-161 Sidepath, Inc. To provide renewal VMware support. Submitted by: Technology Duration of Agreement: May 1, 2023 - June 30, 2024	Contract amount: \$31,672.97 Funding source: General Fund
CIIS-2223-162 Inner Explorer, Inc. To provide site license Community Edition for PBIS Tier I. Submitted by: Ramona JHS Duration of Agreement: May 5, 2023 - August 5, 2024	Contract amount: \$2,100.00 Funding source: Title 1
CIIS-2223-163 Liminex, Inc. dba GoGuardian. To provide site license for GoGuardian Teacher with video conferencing. Submitted by: Ayala HS Duration of Agreement: February 10, 2023 - May 30, 2024	Contract amount: \$17,524.00 Funding source: ESSER II
CIIS-2223-164 Renaissance Learning, Inc. To provide custom data integration level 3 maintenance, data integration fee level 3. Submitted by: Assessment & Instructional Technology Duration of Agreement: May 1, 2023 - June 30, 2024	Contract amount: None Funding source: None
CIIS-2324-029 CDW LLC dba CDW Government LLC. To provide renewal ContentKeeper web filter, Mobility site license, Reporter HW, and extended warranty. Submitted by: Technology Duration of Agreement: September 1, 2023 - August 31, 2024	Contract amount: \$104,960.00 Funding source: General Fund
CIIS-2324-030 Solution Tree, Inc. To provide professional development, speaker Sarah Schuhl on the topic of mathematics at work for the elementary level. Submitted by: Curriculum, Instruction, Innovation, and Support Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: \$42,600.00 Funding source: Title II
CIIS-2324-031 Practice Fusion Inc. To provide electronic health records system. Submitted by: Health Services/CVUSD Health Center Duration of Agreement: July 1, 2023 - June 30, 2025	Contract amount: \$6,794.40 Funding source: LCAP
CIIS-2324-032 Renaissance Learning, Inc. To provide universal screening for MTSBB FastBridge Subscription. Submitted by: Access & Equity Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: \$141,148.00 Funding source: Title I, Title IV

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-2324-033 AVID Center. To provide membership fees for elementary and secondary curriculum. Submitted by: Secondary Curriculum and Instruction Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: \$48,516.00 Funding source: LCAP
CIIS-2324-034 CDW Government LLC. To provide 3-year subscription license to Google Workspace Education Plus and G Suite. Submitted by: Technology Duration of Agreement: August 11, 2023 - August 10, 2024	Contract amount: \$330,658.50 Yearly payment of \$110,219.50 Funding source: General Fund
CIIS-2324-035 CDW Government LLC. To provide membership license renewal for North American Google Workspace for Education Technical Collaborative licensed domains. Submitted by: Technology Duration of Agreement: August 28, 2023 - June 30, 2024	Contract amount: \$1,458.34 Funding source: General Fund
CIIS-2324-036 CDW Government LLC. To provide license renewal for Little SIS for classroom prorated subscription. Submitted by: Technology Duration of Agreement: October 11, 2023 - June 30, 2024	Contract amount: \$1,912.50 Funding source: General Fund
CIIS-2324-037 CDW Government LLC. To provide license renewal for Chrome Gopher Premium prorated subscription. Submitted by: Technology Duration of Agreement: August 18, 2023 - June 30, 2024	Contract amount: \$1,968.76 Funding source: General Fund
CIIS-2324-038 Care Solace, Inc. To provide counseling referrals for mental health treatment. Submitted by: Health Services Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: \$78,000.00 Funding source: ESSER

FACILITIES, PLANNING, AND OPERATIONS	FISCAL IMPACT
F-2324-015 Sports Facilities Group, Inc. To provide mechanical sports equipment and gymnasium bleacher inspections. Submitted by: Maintenance & Operations Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: Per Rate Sheet Funding source: General Fund
F-2324-016 Humberto Lopez. To provide staff training on safety and compliance procedures including Healthy Schools Act. Submitted by: Maintenance & Operations Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: Per Rate Sheet Funding source: General Fund

MASTER CONTRACTS	FISCAL IMPACT
MC-2223-144 MindPlay Education, LLC. To provide virtual reading coach subscription. Submitted by: Rolling Ridge ES Duration of Agreement: March 1, 2023 - June 30, 2026	Contract amount: Per Quote Funding source: Various

APPROVED CONTRACTS TO BE AMENDED	AMENDMENT
CDE 22 Multiple 67678 California Department of Education Fiscal Administrative Services. To provide Workforce innovation, adult education, family literacy. Submitted by: Adult School Duration of Agreement: July 1, 2022 - June 30, 2023	Contract amount: \$725,625.00 paid to District. Correct WIOA Grant section 243 funds to decrease \$744,245.00 to \$725,625.00. Funding source: None
F-2122-023 Aquatic Design Group, Inc. To provide consultant and project oversight services on pool improvement projects. Submitted by: Maintenance & Operations Duration of Agreement: July 1, 2021 - June 30, 2024	Contract amount: \$138,500.00 Extend contract through June 30, 2024, no change in contract monetary amount. Funding source: General Fund
F-2122-033 Brandon Petrunio & Associates, Inc. To provide architectural landscape services for Ayala HS quad landscape renovation. Submitted by: Maintenance & Operations Duration of Agreement: July 1, 2021 - June 30, 2024	Contract amount: \$16,750.00 Extend contract through June 30, 2024, no change in contract monetary amount. Funding source: General Fund
B-2223-014 Quadient, Inc. To provide mail meter equipment maintenance, meter rental, software service and postage fees. Submitted by: Printing, Graphics, and Mail Services Duration of Agreement: March 10, 2023 - June 30, 2028 Original Board Approval: April 6, 2023	Contract amount: Per Rate Sheet Extend contract from June 30, 2023 to June 30, 2028 due to clerical error, add postage fees to provided services. Funding source: General Fund
CIIS-2223-028 Pristine Rehab Care, LLC. To provide speech, language pathology, occupational therapy, and bilingual SLP. Submitted by: Special Education Duration of Agreement: July 1, 2022 - June 30, 2023 Original Board Approval: June 16, 2022	Contract amount: \$270,000.00 Add bilingual SLP to the services provided. Funding source: Special Education
CIIS-2223-050 Hopskipdrive, Inc. To provide transportation services for students under the McKinney-Vento homeless assistance act. Submitted by: Health Services Duration of Agreement: July 1, 2022 - June 30, 2023 Original Board Approval: June 16, 2022	Contract amount: \$65,000.00 Increase contract amount from \$50,000.00 to 65,000.00 for additional services Funding source: Title I

APPROVED CONTRACTS TO BE AMENDED	AMENDMENT
<p>CIIS-2223-106 New Direction Solutions dba ProCare Therapy.</p> <p>To provide nursing, SLP, Psychologists, OT, ASL interpreter, instructional aide, and BIP staff.</p> <p>Submitted by: Special Education</p> <p>Duration of Agreement: July 1, 2022 - June 30, 2023</p> <p>Original Board Approval: September 15, 2022</p>	<p>Contract amount: \$700,000.00</p> <p>Increase contract amount from \$500,000.00 to \$700,000.00 for additional services.</p> <p>Funding source: Special Education</p>

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 18, 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

=====

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	Completion Date
CC2023-09	Chino HS Building M Painting Project	Omega Construction Co. Inc.	\$24,500.00	N/A	\$24,500.00	01	March 31, 2023
CC2023-44	Don Lugo HS Workroom Casework	David M. Bertino Mfg. Inc.	\$24,250.00	N/A	\$24,250.00	01	January 26, 2023
22-23-171	Districtwide NFPA 72 Fire Alarm Testing	Time and Alarm Systems, Inc.	\$90,000.00	N/A	\$90,000.00	01	March 31, 2023

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Carlos Camarena, 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

\$138,750.00 to General Fund 01.

NE:GJS:ms

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 18, 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. 19-20-17F, CHINO HS RECONSTRUCTION PHASE 1 (BP 15)**

=====

BACKGROUND

On November 7, 2019, the Board of Education awarded Bid No. 19-20-17F, Chino HS Reconstruction Phase 1 (BP 15) to Bogh Engineering, 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	Bogh Engineering, Inc.	(\$244,704.33)
	Bid Amount:	\$1,999,000.00
	Revised Total Project Amount:	\$1,754,295.67
	Retention Amount:	\$87,214.78

The change order results in a net decrease of \$244,704.33 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 August 5, 2022.

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Kamal Israil, DSA Inspector of Record; Robert Lavey, PBK Architects; Robert Stewart, Balfour Beatty Construction Management; Samuel Sousa, 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. 19-20-17F, Chino HS Reconstruction Phase 1 (BP 15).

FISCAL IMPACT

(\$244,704.33) to Measure G Fund 21.

NE:GJS



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

CHANGE ORDER

Date: 04/18/2023 BID/ CUPCAA #: 19-20-17F ✓ Change Order #: 001 ✓
 Project Title: Chino High School Reconstruction Phase 1 ✓
 Owner: Chino Valley Unified School District DSA Application #: 04-117507 DSA File #: 36-H3
 Architect: PBK Contractor: Bogh Engineering, Inc. -BP#15 ✓
P.O. 231019

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: Deductive Change Order
 Reason: Contract Complete
 Document Ref:
 Requested by: District
 Change in Contract Sum: \$-244,704.33
 Time Extension: None

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

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

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

CONTRACT SUMMARY

The original contract amount was: \$1,999,000.00 ✓
Previously approved change order amount(s): \$0.00
The contract amount will be increased/decreased by this Change Order: \$-244,704.33 ✓
The new contract amount including this change order will be: \$1,754,295.67 ✓

The original contract completion date was: 08/05/2022
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: 08/05/2022

APPROVED BY:

<u>Lisa Venable</u> Contractor	<u></u> Signature	<u>04/18/2023</u> Date
<u>Kamal Israil</u> DSA Inspector of Record (if applicable)	<u></u> Signature	<u>04/26/2023</u> Date
<u>Robert Lavey</u> Architect / Engineer (if applicable)	<u></u> Signature	<u>04/26/2023</u> Date
<u>Robert Stewart</u> Construction / Project Manager	<u></u> Signature	<u>04/18/2023</u> Date
<u>Authorized Department Head (if applicable)</u>	<u>Signature</u>	<u>Date</u>
<u>Director, Technology (if applicable)</u>	<u>Signature</u>	<u>Date</u>
<u>Samuel Sousa</u> CVUSD Project Manager	<u></u> Signature	<u>4/28/23</u> Date
<u>Director, Maintenance & Operations (if applicable)</u>	<u>Signature</u>	<u>Date</u>
<u>Beverly Beemer</u> Director, Planning (if applicable)	<u></u> Signature	<u>5/1/2023</u> Date
<u>Greg Stachura</u> Owner (Authorized Agent)	<u></u> Signature	<u>5/3/23</u> Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 18, 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. 19-20-17F, CHINO HS RECONSTRUCTION PHASE 1 (BP 21)**

=====

BACKGROUND

On November 7, 2019, the Board of Education awarded Bid No. 19-20-17F, Chino HS Reconstruction Phase 1 (BP 21) to Southern California West Coast Electric, 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	Southern California West Coast Electric, Inc.	(\$88,373.62)
	Previously Approved Change Orders:	\$137,719.53
	Bid Amount:	\$13,410,000.00
	Revised Total Project Amount:	\$13,459,345.91
	Retention Amount:	\$672,967.30

The change order results in a net decrease of \$88,373.62 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 August 8, 2022.

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Kamal Israil, DSA Inspector of Record; Robert Lavey, PBK Architects; Robert Stewart, Balfour Beatty Construction Management; Samuel Sousa, 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. 19-20-17F, Chino HS Reconstruction Phase 1 (BP 21).

FISCAL IMPACT

(\$88,373.62) to Measure G Fund 21.

NE:GJS

5/18



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

CHANGE ORDER

MAY 1 PM 2:11
FACILITIES & PLANNING

Date: 04/13/2023 BID/ CUPCAA #: 19-20-17F ✓ Change Order #: 002 ✓

Project Title: Chino High School Reconstruction Phase 1 ✓

Owner: Chino Valley Unified School District DSA Application #: 04-117507 DSA File #: 36-H3

Architect: PBK Contractor: Southern California West Coast Electric (BP#21) ✓

P.O. 231007

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: Deductive Change Order
Reason: Contract Complete
Document Ref:
Requested by: District
Change in Contract Sum: \$-88,373.62
Time Extension: None

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

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

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

CONTRACT SUMMARY

The original contract amount was: \$13,410,000.00 ✓
Previously approved change order amount(s): \$137,719.53 ✓
The contract amount will be increased/decreased by this Change Order: \$-88,373.62 ✓
The new contract amount including this change order will be: \$13,459,345.91 ✓

The original contract completion date was: 08/05/2022
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: 08/05/2022

APPROVED BY:

<u>Jeannie Stewart</u> Contractor	<u></u> Signature	<u>04/13/2023</u> Date
<u>Kamal Israil</u> DSA Inspector of Record (if applicable)	<u></u> Signature	<u>04/15/2023</u> Date
<u>Robert Lavey</u> Architect / Engineer (if applicable)	<u></u> Signature	<u>04/25/2023</u> Date
<u>Robert Stewart</u> Construction / Project Manager	<u></u> Signature	<u>04/14/2023</u> Date
<u>Authorized Department Head (if applicable)</u>	<u>Signature</u>	<u>Date</u>
<u>Director, Technology (if applicable)</u>	<u>Signature</u>	<u>Date</u>
<u>Sam Sousa</u> CVUSD Project Manager	<u></u> Signature	<u>4/28/23</u> Date
<u>Director, Maintenance & Operations (if applicable)</u>	<u>Signature</u>	<u>Date</u>
<u>Beverly Beemer</u> Director, Planning (if applicable)	<u></u> Signature	<u>5/1/2023</u> Date
<u>Greg Stachura</u> Owner (Authorized Agent)	<u></u> Signature	<u>5/3/23</u> Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 18, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: NOTICE OF COMPLETION FOR BID NO. 19-20-32F, CHINO HS RECONSTRUCTION PHASE 2 (BP 7)

=====

BACKGROUND

On June 18, 2020, the Board of Education awarded Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 7) to A. Preman Roofing, Inc.

All contracted work was completed on August 8, 2022. Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Kamal Israil, DSA Inspector of Record; Robert Lavey, PBK Architects; Robert Stewart, Balfour Beatty Construction Management; Samuel Sousa, CVUSD Construction Coordinator; and Beverly Beemer, CVUSD Director of Planning.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
\$1,984,965.00	N/A	\$1,984,965.00	\$99,248.25

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. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 7).

FISCAL IMPACT

None.

NE:GJS

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: May 18, 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. 20-21-09F, CHINO HS RECONSTRUCTION OFFSITE
IMPROVEMENTS (BP 4)**

=====

BACKGROUND

On June 3, 2021, the Board of Education awarded Bid No. 20-21-09F, Chino HS Reconstruction Offsite Improvements (BP 4) to Southern California West Coast Electric, 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	Southern California West Coast Electric, Inc.	(\$338,063.59)
	Bid Amount:	\$2,746,148.00
	Revised Total Project Amount:	\$2,408,084.41
	Retention Amount:	\$120,404.22

The change order results in a net decrease of \$338,063.59 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 March 31, 2023.

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Kamal Israil, DSA Inspector of Record; Robert Lavey, PBK Architects; Robert Stewart, Balfour Beatty Construction Management; Samuel Sousa, 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. 20-21-09F, Chino HS Reconstruction Offsite Improvements (BP 4).

FISCAL IMPACT

(\$338,063.59) to Measure G Fund 21.

NE:GJS

5/10



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

CHANGE ORDER

Date: 4/24/2023 BID/ CUPCAA #: 20-21-09F ✓ Change Order #: 001 ✓
 Project Title: Chino High School Reconstruction Off Site Improvements
 Owner: Chino Valley Unified School District DSA Application #: N/A DSA File #: N/A
 Architect: PBK Contractor: Southern California West Coast Electric, Inc. ✓
P.O. 231056 BP04 ✓

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: Deductive Change Order For Unused Contract Allowance
 Reason: Contract Complete
 Document Ref:
 Requested by: District
 Change in Contract Sum: \$-338,063.59
 Time Extension: None

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

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

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



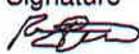
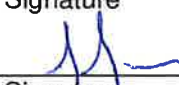
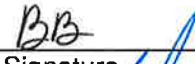

CHINO VALLEY UNIFIED SCHOOL DISTRICT
FACILITIES & PLANNING
MAY 1 10:12 AM

CONTRACT SUMMARY

The original contract amount was:	\$2,746,148.00 ✓
Previously approved change order amount(s):	\$0.00
The contract amount will be increased/decreased by this Change Order:	\$-338,063.59 ✓
The new contract amount including this change order will be:	\$2,408,084.41 ✓

The original contract completion date was:	3/31/2023
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:	03/31/2023

APPROVED BY:

Jeannie Stewart		04/24/2023
Contractor	Signature	Date
Kamal Israil		04/26/2023
DSA Inspector of Record (if applicable)	Signature	Date
Robert Lavey		04/26/2023
Architect / Engineer (if applicable)	Signature	Date
Robert Stewart		04/24/2023
Construction / Project Manager	Signature	Date
Authorized Department Head (if applicable)	Signature	Date
Director, Technology (if applicable)	Signature	Date
Samuel Sousa		4/28/23
CVUSD Project Manager	Signature	Date
Director, Maintenance & Operations (if applicable)	Signature	Date
Beverly Beemer		5/1/2023
Director, Planning (if applicable)	Signature	Date
Greg Stachura		5/3/23
Owner (Authorized Agent)	Signature	Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 18, 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. 22-23-01F, AYALA HS ALTERATIONS PHASE 4 (BP 03-01)

=====

BACKGROUND

On July 21, 2022, the Board of Education awarded Bid No. 22-23-01F, Ayala HS Alterations Phase 4 (BP 03-01) to RC Construction Services, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	RC Construction Services, Inc.	\$38,098.00
Bid Amount:		\$1,267,000.00
Revised Total Project Amount:		\$1,305,098.00

The change order results in a net increase of \$38,098.00 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. 22-23-01F, Ayala HS Alterations Phase 4 (BP 03-01).

FISCAL IMPACT

\$38,098.00 to Measure G Fund 21.

NE:GJS



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

CHANGE ORDER

Date: 04/26/2023 BID/ CUPCCAA #: 22-23-01F ✓ Change Order #: 001 ✓
 Project Title: Ayala High School Phase 4 – Alterations
 Owner: Chino Valley Unified School District DSA Application #: A04-120790 DSA File #: 36-H3
 Architect: PBK Architects Contractor: RC Construction Services, Inc. (BP 03-01) ✓
P.O. 231566

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:	RFI #100 Building G Mixing of CMB with native soil at G131 Boys Locker Room & G137 Team Locker Room
	Reason:	Soil was oversaturated and needed to be remediated prior to pouring new concrete slabs.
	Document Ref:	Change Order Request No. A-001 (PCO #A-071)
	Requested by:	District
	Change in Contract Sum:	\$38,098.00 / ADD
	Time Extension:	0 Calendar Days

CONTRACT SUMMARY

The original contract amount was:	<u>\$1,267,000.00</u> ✓
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be increased /decreased by this Change Order:	<u>\$38,098.00</u> ✓
The new contract amount including this change order will be:	<u>\$1,305,098.00</u> ✓
The original contract completion date:	<u>08/11/2023</u>
The contract time will be increased/decreased by days:	<u>0 days</u>
The date of completion as a result of this Change Order is:	<u>08/11/2023</u>

APPROVED BY:

Howard Brissette
Contractor – RC Construction Services, Inc.

DocuSigned by:
Howard Brissette
9DF8F2912C24481...

04/27/2023 | 14:45 PDT

Signature Date

John Michael
Knowland Construction Services
DSA Inspector of Record (if applicable)

DocuSigned by:
John Michael
6A4504017F574D3

04/28/2023 | 09:14 PDT

Signature Date

Bob Lavey
PBK Architects

Architect / Engineer (if applicable)

DocuSigned by:

Bob Lavey

8953B2CA48F6A19

Signature

04/27/2023 | 15:17 PDT

Date

Hung Truong
CW Driver

Construction/Sr. Project Manager

DocuSigned by:

Hung Truong

DB919CAC3A0446B

Signature

04/27/2023 | 14:49 PDT

Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

Samuel Sousa

CVUSD Project Manager

Signature

Date

4/28/23

Beverly Beemer

Director, Planning (if applicable)

Signature

Date

5/1/2023

Greg Stachura

Owner (Authorized Agent)

Signature

Date

5/3/23

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: May 18, 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: AWARD OF BID NO. 22-23-22F, ANNA BORBA ES, MARSHALL ES, AND WALNUT ES, ADMINISTRATION RELOCATIONS – GROUP A

BACKGROUND

Public Contract Code 20111 requires that contracts for public works exceeding \$15,000.00 be legally advertised and awarded to the lowest responsible bidder, who shall have such surety as the Board requires.

A Notice to Contractors Calling for Bids for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations – Group A, was published in the Inland Valley Daily Bulletin on March 27, 2023, and April 3, 2023. Bids were submitted at 2:00 p.m. on April 3, 2022. Bids for Category 3 were submitted at 2:00 pm on April 27, 2023. The apparent low bidder for Category 3 withdrew their bid due to a mathematical error. The results are as follows:

Bid Category	# of Bids Received	Low Bidder	Bid Amount
00 - Demolition	2	Integrated Demolition & Remediation, Inc.	\$390,000.00
3 - Concrete	3	Inland Building Construction Companies, Inc.	\$1,975,400.00
6 - Rough Carpentry	2	Tomahawk Builders, Inc.	\$1,262,179.00
7 - Gypsum & Plaster	2	Sierra Lathing Company, Inc.	\$939,648.00
8 - Casework	3	David M. Bertino Manufacturing, Inc.	\$339,375.00
9 - Roofing	2	Commercial Roofing Systems, Inc.	\$462,984.00
11 - Glass & Glazing	2	Queen City Glass Company	\$257,700.00
12 - Ceramic Tile	2	Inland Pacific Tile, Inc.	\$65,200.00
13 - Acoustical	2	Southcoast Acoustical Interiors, Inc.	\$120,000.00
14 - Flooring	2	Continental Flooring, Inc.	\$81,897.00
15 - Painting	3	Western Painting, Inc.	\$178,500.00
16 - Specialties	3	Dalke & Sons Construction, Inc.	\$964,890.00
17 - HVAC	3	Pacific West Air Conditioning, Inc.	\$679,260.00
18 - Plumbing	5	Verne's Plumbing, Inc.	\$575,900.00
19 - Electrical	1	The Mike Cox Electric, Inc.	\$2,225,000.00
21 - Doors & Hardware	1	Montgomery Hardware Company, Inc.	\$241,227.00

The basic scope of work for this project includes the construction of new administrative office buildings and all related systems such as demolition, concrete, roofing, electrical; plumbing; lighting; interior surfaces; cabinetry; HVAC; fire/life/safety systems; keyless access; and security systems.

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

RECOMMENDATION

It is recommended the Board of Education award Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut Ave ES, Administration Relocations – Group A, to Integrated Demolition & Remediation, Inc., Inland Building Construction Companies, Inc., Tomahawk Builders, Inc., Sierra Lathing Company, Inc., David M. Bertino Manufacturing, Inc., Commercial Roofing Systems, Inc., Queen City Glass Company, Inc., Inland Pacific Tile, Inc., Southcoast Acoustical Interiors, Inc., Continental Flooring, Inc., Western Painting, Inc., Dalke & Sons Construction, Inc., Pacific West Air Conditioning, Inc., Verne's Plumbing, Inc., The Mike Cox Electric, Inc., and Montgomery Hardware Company, Inc.

FISCAL IMPACT

\$10,759,160.00 to Measure G Building Fund 21.

NE:GJS:kc

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 18, 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: RESOLUTION 2022/2023-49, AUTHORIZATION TO UTILIZE A PIGGYBACK CONTRACT

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BACKGROUND

Public Contract Code (PCC) 20111 requires school district governing boards to competitively bid and award any contracts involving an expenditure of more than \$109,300.00 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 resolution to provide authorization for the District to participate by piggyback in contract as itemized below:

Resolution	Contract	Contractor	Description	Term
2022/2023-49	California Multiple Award Schedule (CMAS) 3-16-70-2382B	Extron Electronics	Information Technology Goods and Services	3/08/2016-2/11/2026

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2022/2023-49, Authorization to Utilize a Piggyback Contract.

FISCAL IMPACT

Unknown.

NE:GJS:kc

Chino Valley Unified School District
Resolution 2022/2023-49
Authorization to Utilize the California Multiple Award Schedule (CMAS)
3-16-70-2382B
to Purchase Information Technology Goods and Services
Through the Piggyback Contract

WHEREAS, the governing board of a school district under Public Contract Code section 10290 *et seq.* may, without competitive bidding, contract with suppliers that have been awarded contracts, master agreements, multiple award schedules, cooperative agreements or other types of agreements, including agreements with entities outside the state or other agreements that leverage the state's buying power, for acquisitions authorized under Chapter 2 (commencing with Section 10290) and Chapter 3 (commencing with Section 12100) of the Public Contract Code;

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 school district to take advantage of this competitive bidding exception;

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, the District's 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 contract 3-16-70-2382B in accordance with Chapter 2 (commencing with Section 10290) and Chapter 3 (commencing with Section 12100) of the Public Contract Code, without competitive bidding through the State of California Department of General Services Procurement Division under California Multiple Award Schedules (collectively, "CMAS");

WHEREAS, CMAS currently has a piggyback contract, 3-16-70-2382B, in accordance with Public Contract Code 20118 with ConvergeOne Corp., that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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 CMAS. Pursuant to Public Contract Code section 10290 *et seq.* and Public Contract Code section 12100 *et seq.*, that authorizing the purchase of information technology goods and services through CMAS contract 3-16-70-2382B 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 3-16-70-2382B.

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 March 8, 2016, for the term ending February 11, 2026.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 18th day of May 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: May 18, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: 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: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

FERNANDEZ, Wendie	Elementary Teacher	Cal Aero K-8	05/09/2023
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RETIREMENT

BOZIKIS-COCCIA, Tina (28 years of service)	Elementary Teacher	Butterfield ES	05/27/2023
CALOCA, Roberta (17 years of service)	Elementary Teacher	Wickman ES	06/01/2023
WILLIAMS, Elizabeth (25 years of service)	Secondary Teacher	Chino HS	06/30/2023

RESIGNATIONS

HENSON, Jenna	Elementary Teacher	Litel ES	05/26/2023
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RESIGNATION DATE CHANGE

HARRIS, Adriana	Elementary Teacher	Cal-Aero K-8	05/30/2023
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PLACED ON THE 39-MONTH LIST

CROW, Gregory	Secondary Teacher	Chino Hills HS	05/01/2023
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APPOINTMENT – EXTRA DUTY

HOLGUIN, Jamie (NBM)	Competitive Cheer (B)	Ayala HS	04/26/2023
REAMS, Robert (NBM)	Football (B)	Chino Hills HS	04/28/2023

APPOINTMENT – EXTENDED LEARNING – SUMMER PROGRAM

ALTAMIRANO, Thomas	Child Development Teacher	Child Development	6/8/2023
AUSTIN, Erica	Child Development Teacher	Child Development	6/8/2023
BALDOMINO, Nancy	Child Development Teacher	Child Development	6/8/2023
BENNETT, Russell	Child Development Teacher	Child Development	6/8/2023
BRAZYNETZ, Jessica	Child Development Teacher	Child Development	6/8/2023
CINTRA DO PRADO, Theresa	Child Development Teacher	Child Development	6/8/2023
DAVIS , Mary L	Child Development Teacher	Child Development	6/8/2023
FELLER, Emily	Child Development Teacher	Child Development	6/8/2023
HOWELL-SMALL, Renese	Child Development Teacher	Child Development	6/8/2023
LOPEZ, Evelyn	Child Development Teacher	Child Development	6/8/2023
MACIEL, Jasmine	Child Development Teacher	Child Development	6/8/2023
MCCAIN, Tracy	Child Development Teacher	Child Development	6/8/2023
MELO, Jennifer	Child Development Teacher	Child Development	6/8/2023

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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APPOINTMENT – EXTENDED LEARNING – SUMMER PROGRAM (cont.)

MOANA, Denise	Child Development Teacher	Child Development	6/8/2023
NOON, Sandra	Child Development Teacher	Child Development	6/8/2023
VAZQUEZ I, Benjamin	Child Development Teacher	Child Development	6/8/2023

APPOINTMENT – SUMMER SCHOOL TEACHERS – EXTENDED SCHOOL YEAR

STRAHAN, Tommy	Adaptive P.E.	Newman ES Walnut ES	5/31/2023
CONNE, Josslin	M/S 7 th – 8 th Grade	Ayala HS	5/31/2023
LOPEZ, Monica	Adaptive P.E.	Ayala HS	5/31/2023

APPOINTMENT OF CERTIFICATED SUBSTITUTES EFFECTIVE JULY 1, 2022, THROUGH JUNE 30, 2023

AGUILAR, Andrea	AVILA, Erica	CARCIDO, Anissa
CARRION MACIAS, Monica	CASILLAS, Javier	CHA, Michele
CHAN-BALATBAT, Caleb	CORNILS, Ruth	CORRADI, Emily
COX, Jeanie	HAMZA, Jacqueline	JOHN, Jacob
LEW, Jacqueline	MABRIE, Leilani	PEREZ, Victoria
PEREZ ROSS, Cristo	REYNOSO, Mayra	SOSA, Kaitlynn
VELASCO, Dominique	YARDLEY, Alexis	

CERTIFICATED MANAGEMENT PERSONNEL FOR THE 2023/2024 SCHOOL YEAR**CHANGE IN ASSIGNMENT**

CANDELARIA, Ryan	FROM: Assistant Principal-HS TO: Elementary Teacher	CVLA Butterfield Ranch ES	07/01/2023
CASTANOS, Eunice	FROM: MTSS-B Coordinator TO: Intervention Counselor K-12	Health Services Health Services	07/01/2023

HIRED AT THE APPROPRIATE PLACEMENT ON THE CERTIFICATED SALARY SCHEDULE AND APPROPRIATE CREDENTIAL FOR THE 2023/2024 SCHOOL YEAR

HINOJO, Brittany	Elementary Teacher	Cal Aero K-8	07/03/2023
SNYDER, Lauren	Elementary Teacher	Cal Aero K-8	07/03/2023
WALZ, Yvette	Elementary Teacher	Cal Aero K-8	07/17/2023

CLASSIFIED PERSONNEL

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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CLASSIFIED MANAGEMENT PERSONNEL FOR THE 2022/2023 SCHOOL YEAR**PROMOTION**

ALVARADO, Jazmin	FROM: Behavior Intervention Associate (C) 8 hrs./220 contract days TO: Behavior Intervention Counselor (MH) 8 hrs./220 contract days	Special Education Special Education	05/25/2023
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HIRED AT THE APPROPRIATE PLACEMENT ON THE CLASSIFIED SALARY SCHEDULE**APPOINTMENT**

TRINIDAD, Heather	Playground Supervisor (GF)	Newman ES	05/17/2023
BRADLEY, Christy	Paraprofessional I (SELPA/GF)	Ayala HS	05/17/2023
CHAN, Ngan	IA/Bilingual-Biliterate Mandarin (ABG)	Adult School	05/09/2023
FLORES, Jocelyn	Account Clerk III (GF)	Business Services	05/15/2023
RAGONE, Brandon	Electronics Security Systems Technician (GF)	Maintenance	05/31/2023
REYES, Brian	Electronics Display Systems Technician (GF)	Maintenance	05/30/2023
KEALA, Kristy	Bus Driver (GF)	Transportation	05/10/2023
MAGALLANES, David	Bus Driver (GF)	Transportation	05/15/2023
MIRANDA, David	Bus Driver (GF)	Transportation	05/15/2023

PROMOTION

MURILLO, Daniel	FROM: Carpet/Flooring Custodian III (GF) 8 hrs./261 contract days TO: Maintenance II - Carpenter (GF) 8 hrs./261 contract days	Maintenance Maintenance	05/19/2023
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CHANGE OF ASSIGNMENT

TLAXCALA-CABRERA, Selene	FROM: Paraprofessional II (SELPA/GF) 6 hrs./181 work days TO: Behavior Intervention Aide (MH) 6 hrs./190 work days	Country Springs ES Special Education	05/16/2023
PARRA, Alicia	FROM: Custodian I (GF) 4 hrs./215 work days TO: Custodian I (GF) 8 hrs./261 contract days	Walnut ES Canyon Hills JHS	05/15/2023
MAISTERRENA, Maite	FROM: School Secretary I (GF) 8 hrs./215 work days TO: Purchasing Clerk III (GF) 8 hrs./261 contract days	Buena Vista HS Purchasing	06/16/2023

CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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ADDITIONAL ASSIGNMENT

GONZALEZ, Daniella	Playground Supervisor (GF)	Woodcrest JHS	05/15/2023
ORTIZ, Sonya	Playground Supervisor (GF)	Woodcrest JHS	05/15/2023
MORALES, Lillian	IA/Bilingual-Biliterate Spanish (C)	Don Lugo HS	05/16/2023

APPOINTMENT – EXTENDED LEARNING - SUMMER PROGRAM

GUTIERREZ, Cristina	Child Care Specialist (C)	Child Development	06/08/2023
MAGEE, Dawn	Child Care Specialist (C)	Child Development	06/08/2023

APPOINTMENT - SUPPLEMENTAL INSTRUCTION - SUMMER SCHOOL

ANCHONDO, Lori	Paraprofessional II (SS)	Special Education	06/01/2023
BENNETT, Maria	Paraprofessional II (SS)	Special Education	06/01/2023
CALIZ, Eden	Paraprofessional II (SS)	Special Education	06/01/2023
CHAMBERS, Carrie	Paraprofessional II (SS)	Special Education	06/01/2023
CHOO, Kyu	Paraprofessional II (SS)	Special Education	06/01/2023
CHUONG, Colleen	Paraprofessional II (SS)	Special Education	06/01/2023
COLETTA, Ann	Paraprofessional I (SS)	Special Education	06/01/2023
CONTRERAS, Lisa	Licensed Vocational Nurse (SS)	Special Education	06/01/2023
CORTES, Cristina	Paraprofessional II (SS)	Special Education	06/01/2023
CRUMP, Laura	Paraprofessional II (SS)	Special Education	06/01/2023
DIAZ, Ashley	Licensed Vocational Nurse (SS)	Special Education	06/01/2023
DROOG, Lisa	Paraprofessional II (SS)	Special Education	06/01/2023
DUGGIE, Kayla	Paraprofessional I (SS)	Special Education	06/01/2023
EDWARDS, Cynthia	Paraprofessional II (SS)	Special Education	06/01/2023
FISK, Tanya	Paraprofessional II (SS)	Special Education	06/01/2023
GARZA, Lisa Marie	Paraprofessional II (SS)	Special Education	06/01/2023
GONZALEZ JR, Byron	Paraprofessional II (SS)	Special Education	06/01/2023
GUTIERREZ, Lacey	Paraprofessional I (SS)	Special Education	06/01/2023
HERNANDEZ, Cheryl	Paraprofessional II (SS)	Special Education	06/01/2023
HUDSON, Whitney	Paraprofessional II (SS)	Special Education	06/01/2023
HUIE, Kelly	Paraprofessional I (SS)	Special Education	06/01/2023
KOYRO, Patricia	Paraprofessional II (SS)	Special Education	06/01/2023
LEONG, Dana	Paraprofessional II (SS)	Special Education	06/01/2023
MACIAS, Alba	Paraprofessional I (SS)	Special Education	06/01/2023
MENDIOLA, MaryCarmen	Licensed Vocational Nurse (SS)	Special Education	06/01/2023
NEAL, Gloria	Paraprofessional II (SS)	Special Education	06/01/2023
SALDANA, Vivian	Paraprofessional II (SS)	Special Education	06/01/2023
SANCHEZ, Mark	Paraprofessional II (SS)	Special Education	06/01/2023
SOLORIO, Stacy	Paraprofessional II (SS)	Special Education	06/01/2023
TALAMERA, Jasmyn	Paraprofessional II (SS)	Special Education	06/01/2023
TENORIO, Natasha	Paraprofessional II (SS)	Special Education	06/01/2023
VINES, Jennet	Paraprofessional I (SS)	Special Education	06/01/2023
VIZARRO, Janell	Paraprofessional II (SS)	Special Education	06/01/2023

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.)

WILLIAMS, Susan	Paraprofessional II (SS)	Special Education	06/01/2023
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RESIGNATION

KIM, Bich	Playground Supervisor (GF)	Cal Aero K-8	05/31/2023
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RETIREMENT

MAYER, Susan (26 Years of Service)	Paraprofessional I (SELPA/GF)	Marshall ES	06/02/2023
FAGUNDES, Delia (15 Years of Service)	Custodian I (GF)	Chino Hills HS	05/30/2023
DIAZ, Thelma (17 Years of Service)	Personnel Clerk III (GF)	Human Resources	07/01/2023
WOOSLEY, Darrel (25 Years of Service)	Maintenance III-HVAC&R (GF)	Maintenance	06/01/2023
KILDARE, Myrna (30 Years of Service)	District Receptionist (GF)	District Office	07/01/2023

APPOINTMENT OF CLASSIFIED SUBSTITUTES EFFECTIVE JULY 1, 2022, THROUGH JUNE 30, 2023

GARDNER, Leslie	HALEY, Fred	LARA, Victor
LEAL, Ester	KENNEDY, Cristina	YOUNG, Angelic

(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: May 18, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Whitney Fields, Director, Risk Management and Human Resources

SUBJECT: REJECTION OF CLAIM

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BACKGROUND

Claim 23-05-05 was submitted on May 2, 2023, from Sinette Maeurer on behalf of her son a student at Magnolia JHS. The claimant alleges that his iPhone was stolen under staff supervision during school hours. The claimant seeks reimbursement for the lost iPhone in the amount of \$296.31.

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

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

RECOMMENDATION

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

FISCAL IMPACT

Unknown at present.

NE:WF:lag

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: May 18, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Isabel Brenes, Ed.D., Director, Human Resources
Eric Dahlstrom, Ed.D., Director, Human Resources

**SUBJECT: REVISION TO THE EDUCATION AFFILIATION AGREEMENT
WITH PACIFIC COLLEGE OF NURSING**

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BACKGROUND

Student teaching, internship, and practicum experience provides a high quality of learning, support, and practical classroom experience for professionals in training. On April 6, 2023, the Board approved an Education Affiliation Agreement with Pacific College of Nursing, which outlined the responsibilities of both the District and the College. The revision changes the name of the college from Pacific College of Nursing to Pacific College. The responsibilities for both parties is provided in more detail, as well as incorporates responsibilities of the student participating in the program.

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

RECOMMENDATION

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

FISCAL IMPACT

None.

NE:IB:ED:jw



CLINICAL EDUCATION AFFILIATION AGREEMENT

This Agreement is between Chino Valley Unified School District (“Facility”) and Pacific College (“College”). This Agreement shall be effective as of the date of the last Party’s signature.

Recitals

A. The purpose of this Agreement is to provide clinical experiences and observational opportunities at Facility to students enrolled in a Program of the College.

B. Consideration for this Agreement between Facility and College shall consist of the mutual promises contained herein. It is to the mutual benefit of the parties to this Agreement that the students participating in the Program receive the clinical experience contemplated herein.

The parties agree as follows:

1.0 General Information

1.1 The term for each student’s clinical experience (e.g. academic year, semester, quarter, etc.) shall be agreed upon by both Facility and College prior to each student’s participation at the Facility.

1.2 The maximum number of students to receive training during any specified term (e.g. academic year, semester, quarter, etc.) shall be mutually agreed upon by Facility and College at least thirty (30) days prior to beginning of any such term and shall be based on Facility’s good faith representations regarding the availability of space, supervision and other considerations.

2.0 Responsibilities of College

2.1 Student Profiles. College shall supply Facility with a student profile, which shall include the student’s name, address and telephone number prior to the beginning date of each student’s participation at the Facility. Facility shall regard this information as confidential and shall use this information only as a source of identification for student.

2.2 Program Clinical Coordinator. College shall designate a faculty/staff member to coordinate with a designee of Facility in the planning, implementing and coordination of the Program.

2.3 Faculty Responsibilities. The College shall provide the proper informational foundation necessary for each participating student to function effectively on clinical rotations with appropriate supervision from the Facility staff. The College shall notify the assigned faculty member of the requirement to be responsible for provision of classroom theory and practical instruction to students prior to their clinical assignments at the Learning Site; continuing oral and written communication with student in regards to their performance, evaluations, assignments and other pertinent information and supervision of students and their performance at the Learning Site.

2.4 Records. College shall maintain all personnel and academic records of the students. College shall provide Facility with evidence that all students have received any and all required immunizations; possess a current, valid certification to perform cardiopulmonary resuscitation, and have health and accident insurance covering each student in California for the term of his or her clinical experience. College shall also provide results of the student's recent PPD (taken within one year prior to assignment to Facility) or chest x-ray (taken within six months prior to assignment to Facility) as permitted by law. In addition, College shall require and students shall submit to a background check and drug screen. College shall provide evidence that students have satisfactorily completed said background check and drug screens prior to clinical rotation at Facility. Drug Screens are required for nursing students only or if the site requires.

2.5 Student Responsibilities. College shall notify the students that they are responsible for:

- 1) Following the clinical and administrative policies, procedures, rules and regulations of Facility;
- 2) Arranging their own transportation;
- 3) Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination. The responsibility shall include showing proof of health insurance prior to commencement of rotation at Facility;
- 4) Maintaining confidentiality of patient information. No student shall have access to or have the right to receive any medical record or other patient information, except as necessary in conjunction with their participation in the Program. The discussion, transmission or narration in any form by students of any individually identifiable patient information, medical or otherwise, which is outside of the scope of their participation in the Program is forbidden. Neither College nor its employees or agents shall be granted access to individually identifiable patient information unless the patient has first given consent using a form and procedure approved by Facility that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act (HIPAA) and regulations thereunder. Facility, in its sole discretion, shall reasonably assist College in obtaining such consent in appropriate circumstances. In the absence of such consent, students shall use de-identified information only in any discussions with College, its employees or agents. In no event shall College or any participating student independently solicit patient consent without first seeking permission and guidance from Facility.
- 5) Following dress code of the College, Facility, and wearing name badges identifying themselves as students of College;

- 6) Attending an orientation to Facility.
- 7) Notification: Immediately notify College of any violation of state or federal laws by any student.

3.0 Responsibilities of Facility

3.1 Clinical Experience. Facility shall accept from College the mutually agreed upon number of students enrolled in the aforementioned Program and shall provide said students with supervised clinical experience.

3.2 Facility Designee. Facility shall designate a member of Facility's staff to participate with the designee of College in planning, implementing and coordinating the training Program.

3.3 Access to Facilities. Facility shall permit students enrolled in the Program supervised access to Facility as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of Facility as determined by Facility in its sole discretion.

3.4 Records and Evaluations.

- 1) For Graduate Nursing Students: Facility Preceptor is the facility employee responsible for participating as a preceptor for the student enrolled in the School of Nursing at the College. The Preceptor will be responsible for signing the Preceptor Agreement, completing the Student Clinical Record form and completing the Family Nurse Practitioner Preceptor and Faculty Evaluation of Student Performance. The three forms will be presented to the preceptors by the students and the records will be maintained within the College School of Nursing. For a clinical group of students in a clinical setting supervised by a School of Nursing faculty member, the faculty member will provide the evaluation.
- 2) For undergraduate Nursing Students: Facility Preceptor is the facility employee responsible for participating as a preceptor for the student enrolled in the School of Nursing at the College. The Preceptor will be responsible for completing Preceptor Forms. For undergraduate nursing programs, Clinical Facility Authorization Form (EDP-P-18) or Clinical Facility Approval Application, shall be completed by the Facility and sent to the College Undergraduate Clinical Placement Coordinator prior to the commencement of any clinical experience work by the students. For a clinical group of students in a clinical setting supervised by a School of Nursing faculty member, the faculty member will provide the evaluation and the records will be maintained within the College School of Nursing.

3.5 Withdrawal of Students. Facility may request College to withdraw from the clinical rotation any student who Facility determines is not performing satisfactorily, refuses to follow Facility's administrative policies, procedures, rules and regulations or violates any federal or state laws. Such requests must be in writing and must include a statement as to the reason or reasons why Facility desires to have the student withdrawn. Said request shall be complied with within five (5) days of receipt of same.

3.6 Emergency Health Care/First Aid. Facility shall, on any day when student is receiving training at its Facilities, provide to students at their own expense, necessary emergency health care of first aid for accidents occurring in its Facilities. Except as provided regarding such emergencies, Facility shall have no obligation to furnish medical or surgical care to any student.

3.7 Orientation and Supervision. The Learning Site shall provide all faculty and students a description of their responsibilities and an orientation. Students will perform services for patients while being supervised (a) by the on-site supervisor (preceptor) for students in preceptorships, internships and externships; and (2) by a School of Nursing faculty member assigned to a clinical group of students. The preceptors complete an evaluation form provided to them and return to the faculty. The faculty will use as input to the student's evaluation and course grade.

3.8 Continuity of Care. At all times the Learning Site will provide staff that is adequate in number and quantity to ensure safe and continuous healthcare services to their patients when students are present.

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

3.10 Confidential Student Information. Facility shall familiarize itself with student privacy laws (FERPA) and adhere to it accordingly.

4.0 Affirmative Action and Non-Discrimination

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

5.0 Status of College and Facility

It is expressly agreed and understood by College and Facility that students under this Program are in attendance for educational purposes, and such students are not considered employees of Facility or College for any purpose, including but not limited to, compensation of services, employee welfare and pension benefits, or workers' compensation insurance.

6.0 Insurance

6.1 Each party agrees to maintain professional and commercial general liability coverage of at least \$1,000,000 per occurrence, \$2,000,000 aggregate and to provide evidence of coverage upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII.

6.2 College will provide the student(s) with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$3,000,000 general aggregate. This insurance only applies if both parties have signed this Agreement.

7.0 Indemnification

The Facility and the College agree to indemnify, defend and hold harmless each other from any and all liability for any personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligence or willful misconduct of their respective officers, employees, agents or volunteers in the performance of this Agreement. This paragraph will survive expiration or termination of this Agreement.

8.0 Term and Termination

8.1 Term. This agreement shall be effective as of the Effective Date, and shall remain in effect for five (5) years unless terminated earlier. The term end shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training. The term will be extended through the end of that semester.

8.2 Termination. This Agreement may be terminated at any time upon the written concurrence of the parties. This Agreement may be terminated without cause upon thirty (30) days advance written notice by either party. Such terminations shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the school semester during which such termination notice is given.

9.0 General Provisions

9.1 Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing should any provision of this Agreement be in conflict with a governing State or Federal law, it shall be deemed amended accordingly.

9.2 Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignments in violation of this Section shall be voided.

9.3 Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereto.

9.4 Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

9.5 Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

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

9.7 Notices. Notices required under this Agreement shall be sent to the parties at the addresses set forth below:

TO COLLEGE:
William Nelson
Pacific College
3160 Red Hill Ave
Costa Mesa, CA 92626
(714) 662-4402
wnelson@pacific-college.edu

TO FACILITY:
Person:
Title:
Facility Name: Chino Valley Unified School District
Address: 5130 Riverside Drive
City, State, Zip: Chino, CA 91710
Email:

9.8 Remedies. The various rights, options, elections, powers and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

9.9 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of the Agreement shall be effective and binding upon the parties.

9.10 Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

10.0 Execution

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

Dated: _____

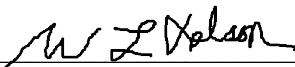
By: _____

Name:

Title:

Facility:

Dated: 04/25/2023

By: 

William Nelson, President
Pacific College
3160 Red Hill Ave
Costa Mesa, CA 92626
(714)662-44902
wnelson@pacific-college.edu

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 18, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: NEW COURSE: ADVANCED PLACEMENT PHYSICS C:
ELECTRICITY AND MAGNETISM**

=====

BACKGROUND

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

Advanced Placement Physics C: Electricity and Magnetism (AP Physics C: E&M) is a calculus-based, college-level physics course. The course explores topics such as electrostatics; conductors, capacitors, and dielectrics; electric circuits; magnetic fields; and electromagnetism and prepares students to take the AP Physics C: E&M exam. The course expands on concepts taught in AP Physics 1 and serves as a foundational course in physics for students wanting to major in the physical sciences or engineering. This course meets UC/CSU “D” science requirement.

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

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

RECOMMENDATION

It is recommended the Board of Education receive for information the new course Advanced Placement Physics C: Electricity and Magnetism.

FISCAL IMPACT

None.

NE:GP:JAR:wrg

Chino Valley Unified School District

High School Course Description

A. CONTACTS	
1. School/District Information:	School/District: Chino Valley Unified School District Street Address: 5130 Riverside Dr., Chino, CA 91710 Phone: (909) 628 - 1201 Website: chino.k12.ca.us
2. Course Contact:	Teacher Contact: Office of Secondary Curriculum Position/Title: Director of Secondary Curriculum Site: District Office Phone: (909) 628 - 1201 X1630
B. COVER PAGE - COURSE ID	
1. Course Title:	Advanced Placement Physics C: Electricity and Magnetism
2. Transcript Title/Abbreviation:	AP PhysC E & M
3. Transcript Course Code/Number:	
4. Seeking Honors Distinction:	Yes
5. Subject Area/Category:	Meets UC/CSU "D" laboratory science requirement
6. Grade Level(s):	11-12
7. Unit Value:	5 credits per semester/10 credits total
8. Course Previously Approved by UC:	Yes
9. Classified as a Career Technical Education Course:	No
10. Modeled after an UC-approved course:	Yes
11. Repeatable for Credit:	No
12. Date of Board Approval:	
13. Brief Course Description: Advanced Placement Physics C: Electricity and Magnetism (AP Physics C: E&M) is a calculus-based, college-level physics course, designed for students planning to specialize or major in physics or engineering. The course explores topics such as electrostatics; conductors, capacitors, and dielectrics; electric circuits; magnetic fields; and electromagnetism. Introductory differential and integral calculus are used throughout the course.	
14. Prerequisites:	AP Physics 1
15. Context for Course: AP Physics C: E&M expands on concepts taught in AP Physics 1 but is focused on topics of electricity and magnetism. The AP Physics C: E&M course serves as a foundational course in physics for students wanting to major in the physical sciences or engineering and prepares students to take the AP Physics C: E&M exam.	
16. History of Course Development: AP Physics C: E&M further prepares students who are looking to study engineering at the university level.	
17. Textbooks:	Pearson. <i>AP Physics, 4th Edition</i> . Walker. 2011
18. Supplemental Instructional Materials:	N/A
C. COURSE CONTENT	
1. Course Purpose: Provide students with the opportunity to: <ul style="list-style-type: none"> Earn credit or placement for qualifying AP Exam grades Stand out in the admission process Earn academic scholarships and awards from colleges and universities Experience a college-level exam Be prepared for college-level course work 	

Chino Valley Unified School District

High School Course Description

2. Course Outline:

Unit 1 – Electrostatics

In this unit, students will begin the study of electric force, which acts on all objects with a property called charge. The electric force, in contrast to gravitational force, is one of attraction or repulsion and therefore leads to different effects on objects. This knowledge will help students understand the role electrostatics has in common devices such as photocopiers, defibrillators, and printers, as well as television, radio, and radar industries. In the units that follow, students will apply their knowledge of electric charges and force to electric circuits, and how the motion of electric charges helps create magnetic fields.

Unit 2 - Conductors, Capacitors, Dielectrics

Students will examine how that charge can move through an object. Conductors, capacitors, and dielectrics are presented to demonstrate that a charge's movement is dependent on an object's material. In electronics, each of these are important based on the type of movement or desired object behavior. Additionally, this unit examines how the behavior of these elements is impacted by electric fields. Students should be provided with opportunities (laboratory investigations or activities) to describe and examine the function of each of these elements, along with capacitors. Knowledge of conductors, capacitors, and dielectrics will prepare students for understanding how electric circuits work in unit 3 and how they behave when one or more electrical element is altered or modified.

Unit 3 - Electric Circuits

Whether or not they're aware, students interact with electric circuits regularly through charging their phones, powering up their laptops, or simply switching on a light. Unit 3 serves to illuminate how, and why, our various appliances function by exploring the nature and importance of electric currents, circuits, and resistance. Through activities and lab investigations, students will have opportunities to relate knowledge across the course by using the electrical components they learned about in unit 2 and will come to discover in unit 3 to create, modify, and analyze circuits. Students will also analyze the relationships that exist between current, resistance, and power, in addition to exploring and applying Ohm's Law and Kirchhoff's Rules.

Unit 4 - Magnetic Fields

Unit 4 introduces students to magnetism and how magnetic fields are generated, behave, and relate to electricity. Students will learn how magnetic fields impact motion and interact with other magnetic fields. Laboratory investigations and/or activities should be provided for students to apply both the Biot-Savart Law (using calculations to determine the strength of a magnetic field) and Ampère's Law (deriving mathematical relationships which relate the magnitude of the magnetic field to current). This knowledge from previous units helps students to make connections between electric fields and magnetic fields as well as between Gauss's Law and Ampère's Law.

Unit 5 – Electromagnetism

Students examine electromagnetism through the concept of electromagnetic induction and the application of Maxwell's equations. Through activities and detailed laboratory investigations, students will study, apply, and analyze the concept of induction, as well as investigate the relationship between Faraday's Law and Lenz's Law. Additionally, students are expected to call upon their knowledge obtained in earlier units—particularly that of charges, currents, and electric and magnetic fields—to better understand Maxwell's equations and to be able to mathematically demonstrate, as well as reason with, how these fields are generated.

3. Key Assignments:

Twenty-five percent of instructional time is devoted to hands-on laboratory work with an emphasis on inquiry-based investigations. Investigations will require students to ask questions, make observations and predictions, design

Chino Valley Unified School District

High School Course Description

experiments, analyze data, and construct arguments in a collaborative setting, where they direct and monitor their progress.

The AP Physics C: E&M exam assesses student application of the science practices and understanding of the learning objectives outlined in the course framework. The exam is 1 hour and 30 minutes long and includes 35 multiple-choice questions and 3 free response questions. A four-function, scientific, or graphing calculator is allowed on both sections of the exam.

4. Instructional Methods and/or Strategies:

Students establish lines of evidence and use them to develop and refine testable explanations and predictions of natural phenomena. Focusing on these disciplinary practices enables teachers to use the principles of scientific inquiry to promote a more engaging and rigorous experience for AP Physics students. Such practices require that students:

- Use representations and models to communicate scientific phenomena and solve scientific problems
- Use mathematics appropriately Chino Valley Unified School District High School Course Description Page 3 of 3 – AP Physics 1
- Engage in scientific questioning to extend thinking or to guide investigations within the context of the AP course
- Plan and implement data collection strategies in relation to a particular scientific question
- Perform data analysis and evaluation of evidence
- Work with scientific explanations and theories
- Connect and relate knowledge across various scales, concepts, and representations in and across domains
- Close Reading
- Class Discussions

5. Assessment Including Methods and/or Tools:

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

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 18, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: REVISION OF BOARD POLICY AND ADMINISTRATIVE
REGULATION 6172.1 INSTRUCTION – CONCURRENT
ENROLLMENT IN COLLEGE CLASSES**

=====

BACKGROUND

Board policies, administrative regulations, and bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current District practice. Board Policy and Administrative Regulation 6172.1 Instruction – Concurrent Enrollment in College Classes are being updated to reflect Senate Bill 554 which authorizes an adult education student pursuing a high school diploma or high school equivalency certificate to attend community college as a special part-time student. Board Policy and Administrative Regulation add new sections for districts that wish to establish a College and Career Access Pathways (CCAP) partnership program, in which the Board enters into an agreement with the governing board of a community college district to offer or expand dual enrollment opportunities for students who may not already be college bound or are unrepresented in higher education.

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

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

RECOMMENDATION

It is recommended the Board of Education receive for information the revision of Board Policy and Administrative Regulation 6172.1 Instruction – Concurrent Enrollment in College Classes.

FISCAL IMPACT

None.

NE:GP:JR:rtr

CONCURRENT ENROLLMENT IN COLLEGE CLASSES

The Board of Education desires to provide opportunities for eligible District students to enroll concurrently in courses offered at postsecondary institutions in order to foster individual student achievement, increase opportunities for students to complete college preparatory course requirements AND/or PARTICIPATE IN Career Technical Education (CTE) preparation, and prepare students for a smooth transition into college by providing exposure to the collegiate environment.

(cf. 6143 - Courses of Study)
(cf. 6172 - Gifted and Talented Student Program)
(cf. 6178 - Career Technical Education)
(cf. 6178.2 - Regional Occupational Center/Program)

When it is determined that the postsecondary course in which the student intends to enroll is substantially equivalent to a course provided by the District, the student may receive credit toward high school graduation requirements in addition to credit received from the college.

(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)

Approval of Concurrent Enrollment

The Superintendent or designee may approve a limited number of students of any age or grade level to apply for part-time or full-time concurrent enrollment in a community college or four-year college when it is determined to be in the student's best interest and the student is adequately prepared for such coursework.

Upon recommendation of the principal and with parent/guardian consent, the Superintendent or designee may authorize a student to ~~apply for attendance at~~ a community college during any session or term as a special part-time or full-time student and to undertake one or more courses of instruction offered at the community college level. (Education Code 48800)

Within the enrollment limits and exceptions allowed by law, the principal may recommend a student for community college summer session if that student demonstrates adequate preparation in the discipline to be studied and exhausts all opportunities to enroll in an equivalent course, if any, at ~~his/her~~ THE school of attendance. (Education Code 48800)

~~Any s~~Student's parent/guardian, REGARDLESS OF THE STUDENT'S AGE OR GRADE LEVEL, may petition the Superintendent or designee to authorize SPECIAL full-time attendance at a community college ~~if he/she believes~~ ON THE GROUND THAT the student would benefit from advanced scholastic or career technical work that would be available. (Education Code 48800.5)

If the Superintendent or designee denies a request for special part-time or full-time enrollment at a community college for a student who is identified as highly gifted and talented, the Superintendent or designee shall issue its written recommendation and the reasons for the denial within ~~45~~ 30 days ~~The student's parent/guardian may then submit an appeal to the Board. The Board shall issue its written decision within 30 days but no more than 60 days, of the appeal~~ AFTER THE REQUEST HAS BEEN SUBMITTED. (Education Code 48800, 48800.5)

CONCURRENT ENROLLMENT IN COLLEGE CLASSES (cont.)

THE SUPERINTENDENT OR DESIGNEE MAY AUTHORIZE A STUDENT WHO IS PURSUING A HIGH SCHOOL DIPLOMA OR A HIGH SCHOOL EQUIVALENCY CERTIFICATE THROUGH AN ADULT EDUCATION PROGRAM, UPON RECOMMENDATION OF THE ADMINISTRATOR OF THE STUDENT'S ADULT SCHOOL, TO ATTEND A COMMUNITY COLLEGE DURING ANY SESSION OR TERM AS A SPECIAL PART-TIME STUDENT. (Education Code 52620)

COLLEGE AND CAREER ACCESS PATHWAYS PARTNERSHIPS

THE BOARD MAY ENTER INTO A COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) PARTNERSHIP AGREEMENT WITH THE BOARD OF A COMMUNITY COLLEGE DISTRICT FOR THE PURPOSE OF OFFERING OR EXPANDING DUAL ENROLLMENT OPPORTUNITIES FOR STUDENTS. THE AGREEMENT SHALL BE APPROVED AT AN OPEN PUBLIC BOARD MEETING, WITH AN OPPORTUNITY FOR PUBLIC INPUT PROVIDED PRIOR TO THE BOARD TAKING ACTION. IF THE CCAP AGREEMENT PROVIDES FOR CTE PATHWAYS, THE BOARD SHALL CONSULT WITH AND CONSIDER INPUT FROM APPROPRIATE LOCAL WORKFORCE BOARD(S) TO DETERMINE THE EXTENT TO WHICH THE PATHWAYS ARE ALIGNED WITH REGIONAL AND STATEWIDE EMPLOYMENT NEEDS. (Education Code 76004)

Program Evaluation

The Superintendent or designee shall regularly report to the Board regarding the number of District students participating in the concurrent enrollment option, their success in completing IN COLLEGE PREPARATORY COURSE ("A-G" COURSES) in and postsecondary courses, and any impact on their achievement in District courses AND GRADUATION RATES.

(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:

EDUCATION CODE

11300-11302 Early and middle college high schools

42238.02 Definition of unduplicated student

46141 Minimum school day (high school)

46145-46147 Minimum day, High School

48800-48802 Enrollment of Gifted Students in Community College

51225.3 High school graduation

52200-52212 Gifted and Talented Education Program

52620 Adult education and attendance at community college

76000-76002 Enrollment in Community College

76000-76004 Enrollment in community college

CONCURRENT ENROLLMENT IN COLLEGE CLASSES (cont.)

76140 No community college fee/tuition for special part-time students

87010 Definition of sex offense

87011 Definition of controlled substance offence

Management Resources:

WEBSITES

California School Boards Association District and County Office of Education Legal Services:

<https://legalservices.csba.org>

Foundation for California Community Colleges: www.foundationccc.org

University of California: www.universityofcalifornia.edu

California Postsecondary Education Commission: www.cpec.ca.gov

California State University: www.calstate.edu

California Community Colleges System: www.cccco.edu

California Department of Education: www.cde.ca.gov

Chino Valley Unified School District

Policy adopted: December 14, 2017

REVISED:

CONCURRENT ENROLLMENT IN COLLEGE CLASSES**Credit**

UNLESS ENROLLED AS PART OF A COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) PARTNERSHIP AGREEMENT IN WHICH STUDENTS ARE AUTHORIZED TO TAKE UP TO 15 UNITS PER TERM IN A COMMUNITY COLLEGE, AS DESCRIBED BELOW, DISTRICT STUDENTS ENROLLED IN A COMMUNITY COLLEGE AS ~~S~~special part-time students may enroll in up to 11 units per semester, or the equivalent, ~~in a community college~~. Such students shall receive credit for community college courses that they complete in an amount jointly determined appropriate by the District and the community college governing board. (Education Code 48800, 76001)

(cf. 6146.11 - Alternative Credits Toward Graduation)

A written agreement regarding the student's enrollment in postsecondary courses and the credits to be awarded for successful completion shall be signed by the student, parent/guardian, principal, and college representative. The student shall be informed whether the credits to be earned are considered academic credits or elective credits, **WHETHER THE CREDITS TO BE EARNED ARE CONSIDERED ACADEMIC CREDITS OR ELECTIVE CREDITS, WHETHER THE CREDITS COUNT TOWARDS HIGH SCHOOL GRADUATION REQUIREMENTS**, and whether the course would need to be completed again during the college years to satisfy college GRADUATION requirements.

To receive District credit for coursework completed at a community college or four-year college, the student or parent/guardian shall submit a transcript showing completion of the course with a passing grade.

(cf. 5125 - Student Records)

COLLEGE AND CAREER ACCESS PATHWAYS PARTNERSHIPS

THE DISTRICT MAY ENTER INTO A CCAP AGREEMENT, IN ACCORDANCE WITH EDUCATION CODE 76004, WHICH INCLUDES TERMS REGARDING COURSE OFFERINGS, STUDENT ELIGIBILITY, PROTOCOLS FOR SHARING INFORMATION, JOINT FACILITIES USE, AND STAFF QUALIFICATIONS.

A COPY OF THE CCAP AGREEMENT SHALL BE FILED WITH THE OFFICE OF THE CHANCELLOR OF THE CALIFORNIA COMMUNITY COLLEGES AND WITH THE CALIFORNIA DEPARTMENT OF EDUCATION BEFORE THE START OF THE AGREEMENT. (Education Code 76004)

CONCURRENT ENROLLMENT IN COLLEGE CLASSES (cont.)

ONLY COURSES THAT PROVIDE CAREER TECHNICAL EDUCATION OR PREPARATION FOR TRANSFER, ASSIST IN IMPROVING HIGH SCHOOL GRADUATION RATES, OR HELP HIGH SCHOOL STUDENTS ACHIEVE COLLEGE AND CAREER READINESS SHALL BE OFFERED, AND PHYSICAL EDUCATION COURSES SHALL NOT BE PROVIDED. (Education Code 76004)

STUDENTS MAY ENROLL IN UP TO 15 UNITS OF COMMUNITY COLLEGE COURSES PER TERM IF ALL OF THE FOLLOWING CIRCUMSTANCES ARE SATISFIED: (Education Code 76004)

1. THE UNITS CONSTITUTE NO MORE THAN FOUR COMMUNITY COLLEGE COURSES PER TERM
2. THE UNITS ARE PART OF AN ACADEMIC PROGRAM THAT IS PART OF A CCAP AGREEMENT
3. THE UNITS ARE PART OF AN ACADEMIC PROGRAM THAT IS DESIGNED TO AWARD STUDENTS BOTH A HIGH SCHOOL DIPLOMA AND AN ASSOCIATE DEGREE OR A CERTIFICATE OR CREDENTIAL

A HIGH SCHOOL STUDENT SHALL SUBMIT ONE PARENTAL CONSENT FORM AND PRINCIPAL RECOMMENDATION FOR THE DURATION OF THE STUDENT'S CONCURRENT ENROLLMENT UNDER A CCAP PARTNERSHIP. (Education Code 76004)

THE DISTRICT SHALL REPORT INFORMATION ANNUALLY TO THE OFFICE OF THE CHANCELLOR OF THE CALIFORNIA COMMUNITY COLLEGES AS SPECIFIED IN EDUCATION CODE 76004.

Minimum School Day

~~Except under the conditions specified in Education Code 46146,~~ The minimum day of attendance in District schools shall be 180 minutes for any student who is enrolled part-time in a community college and any student in grades 11-12 who is enrolled part-time in the California state University or University of California, when the student is enrolled in classes for which academic credit will be provided upon satisfactory completion of enrolled courses. (Education Code 46146, 48801)

(cf. 6112 - School Day)

A student enrolled full-time at a community college shall be exempted from full-time attendance in the District's regular education program. (Education Code 48800.5)

CONCURRENT ENROLLMENT IN COLLEGE CLASSES (cont.)

(cf. 5112.1 - Exemptions from Attendance)

However, both part-time and full-time community college students shall be required to undertake courses of instruction of a scope and duration sufficient to satisfy the requirements of law. (Education Code 48800.5, 48801)

Community College Classes on High School Campus

If a community college class is to be offered at a District high school campus, the class shall not be held during the time the campus is closed to the general public.

Chino Valley Unified School District

Regulation approved: November 16, 2017

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 18, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: REVISION OF BOARD POLICY AND ADMINISTRATIVE
REGULATION 6178 INSTRUCTION – CAREER TECHNICAL
EDUCATION**

=====

BACKGROUND

Board policies, administrative regulations, and bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current District practice. Board Policy and Administrative Regulation 6178 Instruction – Career Technical Education are being updated to reflect Assembly Bill 643 which encourages districts to host apprenticeship and/or Career Technical Education (CTE) fair events, such as college and career and career fairs, and for districts that do hold such events to notify apprenticeship programs in their county, as specified. The “Nondiscrimination” section is being deleted as the information is addressed Board Policy 5145.3 Students – Nondiscrimination/Harassment of Students. Administrative Regulation updated to add section for use by districts that receive basic grants to support programs of CTE pursuant to the Strengthening Career and Technical Education for 21st Century Act, often referred to as Perkins. .

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

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

RECOMMENDATION

It is recommended the Board of Education receive for information the revision of Board Policy and Administrative Regulation 6178 Instruction – Career Technical Education.

FISCAL IMPACT

None.

NE:GP:JR:rtr

CAREER TECHNICAL EDUCATION

The Board of Education desires to provide a comprehensive Career Technical Education (CTE) program in the secondary grades which integrates core academic instruction with technical and occupational instruction in order to increase student achievement, graduation rates, and readiness for postsecondary education and employment. The District's CTE program shall be designed to help students develop the academic, career, and technical skills needed to succeed in a knowledge- and skills-based economy. ~~The program shall include a rigorous academic component and provide students with a strong experience and understanding of all aspects of an industry.~~

(cf. 6143 - Courses of Study)
(cf. 6200 - Adult Education)

The District's CTE program shall focus on preparing students to enter current or emerging high-skill, high-wage, and/or high-demand occupations BY PROVIDING A RIGOROUS ACADEMIC COMPONENT AND PRACTICAL EXPERIENCE IN ALL ASPECTS OF AN INDUSTRY. CTE opportunities may be offered through linked learning programs, partnership academies, apprenticeship programs or orientation to apprenticeships, regional occupational centers or programs (ROC/Ps), ~~tech-prep programs~~, charter schools, small learning communities, MAGNET PROGRAMS, or other programs that expose students to career options while preparing them for future careers in a given industry or interest area.

(cf. 0420.4 - Charter School Authorization)
(cf. 6178.2 - Regional Occupational Center/Program)

THE SUPERINTENDENT OR DESIGNEE SHALL EXPLORE AVAILABLE FUNDING SOURCES THAT MAY BE USED TO SUPPORT CTE PROGRAMS. The Board shall review and approve all District plans and applications for the use of DISTRICT, state and/or federal funds supporting CTE.

The Board shall adopt District standards for CTE which meet or exceed the state's model content standards and describe the essential knowledge and skills that students enrolled in these courses are expected to master. The course curriculum shall be aligned with District-adopted standards and the state's curriculum framework.

(cf. 6011 - Academic Standards)
(cf. 6141 - Curriculum Development and Evaluation)

At least every three years, the Board shall compare the District's curriculum, course content, and course sequence of CTE with the model state curriculum standards. (Education Code 52376)

CAREER TECHNICAL EDUCATION (cont.)

The Superintendent or designee shall systematically review the District's CTE classes to determine the degree to which each class COURSE may offer an alternative means for completing and receiving credit for specific portions of the course of study prescribed by the District for high school graduation. The Board shall ensure that these classes are equivalent in content and rigor to the courses prescribed for graduation. (Education Code 52376)

(cf. 6146-1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)
(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

The Superintendent or designee shall develop partnerships with local businesses and industries to ensure that course sequences, career technical and integrated curriculum, classroom instruction and projects, and assessments have real-world relevance and reflect labor market needs and priorities. ~~He/she~~ THE SUPERINTENDENT OR DESIGNEE ~~also~~ shall ALSO work to develop connections with businesses, postsecondary institutions, community organizations, and/or other employers to provide students with actual or simulated work-based learning opportunities.

(cf. 1700 - Relations Between Private Industry and the Schools)
(cf. 5113.2 - Work Permits)
(cf. 6178.1 - Work Experience Education)

The Superintendent or designee shall collaborate with postsecondary institutions to ensure that the District's program is articulated with postsecondary programs in order to provide a sequential course of study. Articulation opportunities may include dual or concurrent enrollment in community college courses.

(cf. 6172.1 - Concurrent Enrollment in College Classes)

THE BOARD SHALL APPROVE A CTE ADVISORY COMMITTEE TO DEVELOP RECOMMENDATIONS ON THE DISTRICT'S CTE PROGRAM AND TO SERVE AS A LIAISON BETWEEN THE DISTRICT AND POTENTIAL EMPLOYERS. THE COMMITTEE SHALL CONSIST OF AT LEAST ONE STUDENT, TEACHER, BUSINESS REPRESENTATIVE, INDUSTRY REPRESENTATIVE, SCHOOL ADMINISTRATOR, MEMBER OF THE GENERAL PUBLIC KNOWLEDGEABLE ABOUT THE DISADVANTAGED, AND MAY INCLUDE A REPRESENTATIVE OF THE FIELD OFFICE OF THE CALIFORNIA EMPLOYMENT DEVELOPMENT DEPARTMENT. (Education Code 8070)

~~The Superintendent or designee shall inform all secondary students and their parents/guardians about the CTE experiences available in the District, CTE courses that satisfy college admission criteria, and, if applicable, CTE courses that satisfy high~~

CAREER TECHNICAL EDUCATION (cont.)

~~school graduation requirements. In addition, secondary students shall receive individualized career guidance and academic counseling which provides information about academic and CTE opportunities related to the student's career goals.~~

~~(cf. 5145.6 Parental Notifications)~~

~~(cf. 6164.2 Guidance/Counseling Services)~~

Upon written request from a nonprofit private school within the geographical area served by the District, TO THE EXTENT REQUIRED BY LAW, the Superintendent or designee shall consult with private school representatives in a timely and meaningful manner and may provide for the participation of private school secondary students in the District's CTE programs and activities funded under the SUPPORTED BY federal Carl D. Perkins Career and Technical Education Act. To the extent practicable, the Superintendent or designee also shall, upon request, permit participation of CTE teachers, administrators, and other personnel from private schools in the District's inservice and preservice professional development programs funded UNDER the STRENGTHENING CAREER AND TECHNICAL EDUCATION FOR THE 21ST CENTURY ACT (Perkins) Act. (20 USC 2397)

THE SUPERINTENDENT OR DESIGNEE SHALL COLLABORATE WITH BUSINESSES, GOVERNMENT AGENCIES, POSTSECONDARY INSTITUTIONS INCLUDING UNIVERSITIES AND CAREER TECHNICAL SCHOOLS, COMMUNITY ORGANIZATIONS, AND/OR OTHER EMPLOYERS TO PROVIDE STUDENTS WITH ACTUAL OR SIMULATED WORK-BASED LEARNING OPPORTUNITIES THROUGH COLLEGE AND/OR CAREER FAIRS.

WHEN PLANNING TO HOLD A COLLEGE OR CAREER FAIR, THE SUPERINTENDENT OR DESIGNEE SHALL NOTIFY EACH APPRENTICESHIP PROGRAM IN THE COUNTY. THE NOTIFICATION SHALL INCLUDE THE PLANNED DATE, TIME AND LOCATION OF THE COLLEGE OR CAREER FAIR. (Labor Code 3074.2)

The Superintendent or designee shall ensure that teachers of CTE courses possess the qualifications and credentials necessary to teach their assigned courses. ~~He/she~~ THE SUPERINTENDENT OR DESIGNEE ~~also~~ shall ALSO provide teachers and administrators with professional development designed to enhance their knowledge of standards-aligned CTE curriculum and shall provide opportunities for CTE teachers to collaborate with teachers of academic courses in the development and implementation of integrated curriculum models.

CAREER TECHNICAL EDUCATION (cont.)

The Superintendent or designee shall provide counselors and other guidance personnel with professional development that includes, but is not limited to, information about current workforce needs and trends, requirements of the District's CTE program, work-based learning opportunities, and postsecondary education and employment options following high school.

The Superintendent or designee shall regularly assess District needs for facilities, technologies, and equipment to increase students' access to the District's CTE program.

(cf. 0440 - District Technology Plan)

(cf. 3440 - Inventories)

(cf. 3512 - Equipment)

(cf. 7110 - Facilities Master Plan)

THE SUPERINTENDENT OR DESIGNEE SHALL ANNUALLY REPORT TO THE BOARD ACHIEVEMENT DATA ON PARTICIPATING STUDENTS, INCLUDING, BUT NOT LIMITED TO, THE PERCENTAGE OF PARTICIPATING STUDENTS WHO SUCCESSFULLY COMPLETED COURSES THAT SATISFY THE REQUIREMENT OF CTE SEQUENCES OR PROGRAMS OF STUDY THAT ALIGN WITH STATE CTE STANDARDS. THE BOARD SHALL DETERMINE THE NEED FOR PROGRAM IMPROVEMENTS AND UPDATE THE GOALS IN THE DISTRICT'S LOCAL CONTROL AND ACCOUNTABILITY PLAN AS NECESSARY.

~~Nondiscrimination~~

~~The District's program shall provide equal access to and shall not unlawfully discriminate against students who are members of special populations. Special populations include, but are not limited to, students with disabilities; students from economically disadvantaged families, including foster youth; single parents and single pregnant females; displaced homemakers; students with limited English proficiency; and students preparing for nontraditional fields. Nontraditional fields include occupations or fields of work, including careers in computer science, technology, and other emerging high-skill occupations, for which individuals from one gender constitute less than 25 percent of the individuals employed in each such occupation or field of work. (20 USC 2302, 2354, 2373)~~

~~Prior to the beginning of each school year, the Superintendent or designee shall advise students, parents/guardians, employees, and the general public that all CTE opportunities are offered without regard to any actual or perceived characteristic protected from discrimination by law. (34 CFR 100.B, 104.8, 106.9)~~

CAREER TECHNICAL EDUCATION (cont.)

~~(cf. 0410—Nondiscrimination in District Programs and Activities)
(cf. 1312.3—Uniform Complaint Procedures)~~

~~The above notification shall be disseminated in languages other than English as needed and shall state that the District will take steps to ensure that the lack of English language skills will not be a barrier to admission and participation in the District's CTE program. (20 USC 2354; 34 CFR 100.B)~~

School and Community Involvement

~~The Board shall appoint a CTE advisory committee to develop recommendations on the District's CTE program and to serve as a liaison between the District and potential employers. The committee shall consist of at least one student; teacher; business representative; industry representative; school administration; member of the general public knowledgeable about the disadvantaged; and representative of the field office of the California Employment Development Department. (Education Code 8070)~~

~~(cf. 1220—Citizen Advisory Committees)~~

~~The District also shall involve parents/guardians; students; academic and CTE teachers; administrators; career guidance and academic counselors; representatives of tech prep consortia if applicable; business and industry members; labor organizations; special populations; and other interested individuals in the development, implementation, and evaluation of CTE programs. (20 USC 2354)~~

Program Evaluation

~~The Board shall monitor the achievement of students participating in the District's CTE program in order to determine the need for program improvements. The Superintendent or designee shall annually report to the Board and the California Department of Education on program enrollment and completion rates, including enrollment and completion of programs in nontraditional fields as defined in 20 USC 2302; student academic assessment results; attainment of career and technical skill proficiencies; attainment of a high school diploma or equivalent; graduation rates; and subsequent placement in postsecondary education or advanced training, military service, or employment. Data shall be disaggregated, in accordance with 20 USC 2323, by race, ethnicity, gender, disability status, migrant status, English proficiency, and economic disadvantaged status and for each special population as defined in 20 USC 2302 and listed in the section "Nondiscrimination" above.~~

~~(cf. 0500—Accountability)
(cf. 6162.5—Student Assessment)
(cf. 6162.51—Standardized Testing and Reporting Program)
(cf. 6162.52—High School Exit Examination)
(cf. 6190—Evaluation of the Instructional Program)~~

CAREER TECHNICAL EDUCATION (cont.)

Legal Reference:

EDUCATION CODE

1205 Classification of counties
17078.70-17078.72 Career Technical Education Facilities
33430-33432 Health Science and Medical Technology Grants
35168 Inventory of equipment
41540-41544 Targeted Instructional Improvement Block Grant
44257.3 CTC recognition of study in linked learning teaching methods
44260-44260.1 Designated Subjects Career Technical Education Credential
44260.9 Designated Subject Career Technical Education Credential
48430 Legislative Intent; Continuation Education Schools and Classes
48980 Parental Notifications
511220-51230 Courses of Study, Grades 7-12
51760-51769.5 Work Experience Education
52060-52077 Local control and accountability plan
52300-52499.66 Career Technical Education
52519-52520 Adult Education, Occupational Training
53010-53016 California Career Pathways Trust
53020-53025 Golden State Pathways Program
53070-53076.4 The California Career Technical Education Incentive Grant Program
53086 California Career Resource Network
54690-54699.1 California Partnership Academies
54750-54760 California Partnership Academies, green technology and goods movement occupations
56363 Related Services for Students with Disabilities; Specially Designed Career Technical Education
66205.5-66205.9 Approval of Career Technical Education Courses for Admission to California College
8006-8155 Career technical education
88500-88551 Community College Economic and Workforce Development Program

GOVERNMENT CODE

54950-54963 The Ralph M. Brown Act

LABOR CODE

3070-3099.5 Apprenticeships
3110-3112.1 Apprenticeship Innovation Funding Program
3120-3122.4 Youth Apprenticeship

CODE OF REGULATIONS, TITLE 5

1635 Credit for Work Experience Education
3051.14 Specially Designed Career Technical Education for Students with Disabilities
10070-10075 Work Experience Education
10080-10092 Community Classrooms
10100-10111 Cooperative Vocational Education
11500-11508 Regional Occupational Centers and Programs
11535-11538 Career Technical Education Contracts with Private Postsecondary Schools
11610-11611 Regional Adult and Vocational Education Councils

CODE OF REGULATIONS, TITLE 8

200-240 Apprenticeships

UNITED STATES CODE, TITLE 20

2301-2414 Strengthening Career and Technical Education for the 21st Century Act
6301-6578 Improving the Academic Achievement of the Disadvantaged

CAREER TECHNICAL EDUCATION (cont.)

CODE OF FEDERAL REGULATIONS, TITLE 34

100 Appendix B Guidelines for Eliminating Discrimination in Career Technical Education Programs 104.1-104.39 Section 504 of the Rehabilitation Act of 1973
106.1-106.61 Discrimination on the Basis of Sex, Effectuating Title I

Management Resources:

CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS

The Linked Learning Approach to High School Reform, Governance Brief, January 2014

A Governance Perspective: Interviews with School Board Members from the Nine Linked Learning Initiative School Districts, March 2014

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATION

California Career Technical Education Model Curriculum Standards, Grades Seven Through Twelve, January 2013

Career Technical Education Framework for California Public Schools, Grades Seven Through Twelve, January 2007

Multiple Pathways to Student Success: Envisioning the New California High School, 2010

WEBSITES

California School Boards Association District and County Office of Education Legal Services:

<https://legalservices.csba.org/>

U.S. Department of Education, Office of Vocational and Adult Education:

www.ed.gov/about/offices/list/ovae/pi/cte/index.html

U.S. Department of Labor, Bureau of Labor Statistics: <http://www.bls.gov/>

California Department of Education, Career Technical Education: www.cde.ca.gov/ci/ct

California Workforce Development Board: www.cwdb.ca.gov/

Association for Career and Technical Education: www.acteonline.org

California Association of Regional Occupational Centers and Programs: www.carocp.org

California Career Resource Network: www.californiacareers.info

California Department of Industrial Relations: www.dir.ca.gov

University of California, A-G Course Submissions: <https://hs-articulation.ucop.edu/guide/update-your-a-g-list/submitting-courses>

Commission on Teacher Credentialing: www.ctc.ca.gov

Chino Valley Unified School District

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Revised: November 1, 2012

REVISED:

CAREER TECHNICAL EDUCATION**~~Perkins Basic~~ FEDERAL Grants for Career Technical Education (PERKINS)**

~~For any District program of career technical education (CTE) funded through a basic grant of the Federal Carl D. Perkins Career and Technical Education Act, the District shall submit to the California Department of Education a district-WIDE plan~~ APPLICATION FOR A BASIC GRANT OF THE FEDERAL STRENGTHENING CAREER AND TECHNICAL EDUCATION FOR THE 21ST CENTURY ACT. THE APPLICATION SHALL addressing the components specified in 20 USC 2354 and any additional requirements specified in the state plan developed pursuant to 20 USC 2342. ~~The multi-year District plan shall cover the same time period covered by the state plan. (20 USC 2354)~~

THE DISTRICT SHALL CONDUCT A NEEDS ASSESSMENT IN ACCORDANCE WITH 20 USC 2354, WHICH SHALL BE UPDATED AT LEAST ONCE EVERY TWO YEARS. THE NEEDS ASSESSMENT SHALL BE CONDUCTED IN CONSULTATION WITH REPRESENTATIVES OF DISTRICT CAREER TECHNICAL EDUCATION (CTE) PROGRAMS, POSTSECONDARY CTE PROGRAMS, STATE OR LOCAL WORKFORCE DEVELOPMENT BOARDS AND BUSINESSES, PARENTS/GUARDIANS, STUDENTS, AND OTHER SPECIFIED STAKEHOLDERS. (20 USC 2354)

TO MEET THE NEEDS IDENTIFIED IN THE NEEDS ASSESSMENT, ~~the District~~ SUPERINTENDENT OR DESIGNEE shall ~~offer~~ DEVELOP, COORDINATE, IMPLEMENT, OR IMPROVE ~~at least one~~ CTE programS of study THAT ARE OF SUFFICIENT SIZE, SCOPE, AND QUALITY TO BE EFFECTIVE ~~which shall~~ AND THAT FULFILL THE FOLLOWING PURPOSES: (20 USC 2355)

1. ~~Improve the academic and~~ PROVIDE career EXPLORATION AND CAREER DEVELOPMENT ACTIVITIES THROUGH AN ORGANIZED, SYSTEMATIC FRAMEWORK DESIGNED TO AID ~~technical skills of participating~~ students, INCLUDING STUDENTS IN THE MIDDLE GRADE, IN MAKING INFORMED PLANS AND DECISIONS ABOUT FUTURE EDUCATION AND CAREER OPPORTUNITIES AND PROGRAMS OF STUDY. ~~by integrating coherent and rigorous academic content and relevant~~ SUCH ACTIVITIES SHALL OCCUR BEFORE STUDENTS ENROLL AND WHILE THEY ARE PARTICIPATING IN A CTE programs-, AND MAY INCLUDE:
 - a. INTRODUCTORY COURSES OR ACTIVITIES FOCUSED ON CAREER EXPLORATION AND CAREER AWARENESS, INCLUDING NON-TRADITIONAL FIELDS

CAREER TECHNICAL EDUCATION (cont.)

- b. READILY AVAILABLE CAREER AND LABOR MARKET INFORMATION, INCLUDING INFORMATION ON OCCUPATIONAL SUPPLY AND DEMAND, EDUCATIONAL REQUIREMENTS, OTHER INFORMATION ON CAREERS ALIGNED TO ECONOMIC PRIORITIES, AND EMPLOYMENT SECTORS
- c. PROGRAMS AND ACTIVITIES RELATED TO THE DEVELOPMENT OF STUDENT GRADUATION AND CAREER PLANS
- d. CAREER GUIDANCE AND ACADEMIC COUNSELORS WHO PROVIDE INFORMATION ON POSTSECONDARY EDUCATION AND CAREER OPTIONS
- e. ANY OTHER ACTIVITY THAT ADVANCES KNOWLEDGE OF CAREER OPPORTUNITIES AND ASSISTS STUDENTS IN MAKING INFORMED DECISIONS ABOUT FUTURE EDUCATION AND EMPLOYMENT GOALS, INCLUDING NONTRADITIONAL FIELDS
- 3.f. ACTIVITIES THAT Provide students with strong experience in, and COMPREHENSIVE understanding of, all aspects of an industry, ~~which may include work-based learning experiences~~

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

- 2. PROVIDE THE SKILLS NECESSARY TO PURSUE CAREERS IN HIGH-SKILL, HIGH-WAGE, OR IN-DEMAND INDUSTRY SECTORS OR OCCUPATIONS

(cf. 5113.2 - Work Permits)

(cf. 6178.1 - Work-based Learning)

- 2.3. ~~Link~~ INTEGRATE ACADEMIC SKILLS INTO CTE at AND the secondary and postsecondary levels PROGRAMS OF STUDY TO SUPPORT PARTICIPATING STUDENTS through at least IN MEETING one of the strategies specified in 20 USC 2342- STATE ACADEMIC STANDARDS

(cf. 6172.1 - Concurrent Enrollment in College Classes)

- 4. ~~Develop, improve, or expand the use of technology in CTE.~~

(cf. 0440 - District Technology Plan)

CAREER TECHNICAL EDUCATION (cont.)

- 5.4. Provide professional development to FOR teachers, SCHOOL LEADERS, administrators, SPECIALIZED INSTRUCTIONAL SUPPORT PERSONNEL, and career guidance and academic counselors, AND/OR PARAPROFESSIONALS, ~~who are involved with integrated CTE programs~~ WHICH MAY INCLUDE THE TYPES OF ACTIVITIES LISTED IN 20 USC 2355

(cf. 4131 - Staff Development)

(cf. 4331 - Staff Development)

(cf. 6164.2 - Guidance/Counseling Services)

- 7.8.5. ~~Initiate, improve, expand, PLAN and CARRY OUT modernize quality~~ ELEMENTS THAT SUPPORT THE IMPLEMENTATION OF CTE programs, AND PROGRAMS OF STUDY AND THAT RESULT IN INCREASED STUDENT ACHIEVEMENT. SUCH ELEMENTS MAY includingE relevant technology. ~~Provide services~~ CURRICULUM ALIGNED WITH PROGRAM REQUIREMENTS, SUSTAINABLE RELATIONSHIPS AMONG COMMUNITY STAKEHOLDERS, OPPORTUNITIES FOR STUDENTS TO PARTICIPATE IN ACCELERATED LEARNING PROGRAMS, EQUIPMENT AND INSTRUCTIONAL MATERIALS ALIGNED WITH BUSINESS AND INDUSTRY NEEDS, and OTHER activities that are of sufficient size, scope, and quality to be effective SPECIFIED IN 20 USC 2355

6. Develop and implement ~~program~~ evaluations, ~~including an assessment of how the needs of special populations, ACTIVITIES as defined in 20 USC 2302 and Board policy, are being met~~ FUNDED BY THE GRANT

(cf. 0500 – Accountability)

(cf. 6190 – Evaluation of the Instructional Program)

- 9.7. Provide activities to prepare special populations for high-skill, high-wage, or high-demand occupations that will lead to self-sufficiency

~~The District's program shall consist of at least two full-year CTE courses with a combined duration of at least 300 hours, or a single multiple-hour course which provides sequential units of instruction and has a duration of at least 300 hours. At least 50 percent of course curriculum and content shall be directly related to the development of career knowledge and skills.~~

Tech Prep Programs

~~The District shall, under an articulation agreement with an institution of postsecondary education and other consortium partners as appropriate, offer a technical preparation (tech prep) program in accordance with 20 USC 2371-2376. The program shall: (20 USC 2373)~~

CAREER TECHNICAL EDUCATION (cont.)

1. ~~Consist of a program of study that:~~
 - a. ~~Combines at least two years of tech prep at the secondary level which is linked to at least two years of either postsecondary education in a sequential, nonduplicative course of study or an apprenticeship program~~
 - b. ~~Integrates academic and career technical instruction and utilizes work based and work site learning experiences as appropriate and available~~
 - c. ~~Provides technical preparation in a career field, including high-skill, high wage, or high-demand occupations~~
 - d. ~~Builds student competence in technical skills and in core academic subjects, as appropriate, through applied, contextual, and integrated instruction in a coherent sequence of courses~~
 - e. ~~Leads to technical skill proficiency, an industry recognized credential, a certificate, or a degree in a specific career field~~
 - f. ~~Leads to placement in high-skill or high-wage employment or to further education~~
 - g. ~~Utilizes CTE programs of study, to the extent practicable~~
 - h. ~~Meets state academic standards~~
 - i. ~~Investigates opportunities for tech prep students to enroll concurrently in secondary education and postsecondary education courses~~
2. ~~Uses educational technology and distance learning, as appropriate, to involve consortium partners more fully in the development and operation of programs~~
3. ~~Includes inservice professional development for teachers, administrators, and counselors that addresses the goals identified in 20 USC 2373~~
4. ~~Provides equal access to the full range of tech prep programs to individuals who are members of special populations, as defined in 20 USC 2302 and Board policy, including the development of tech prep program services appropriate to the needs of special populations~~
5. ~~Provides for preparatory services that assist participating students~~

CAREER TECHNICAL EDUCATION (cont.)

~~6. Coordinates with activities conducted under Title I of the No Child Left Behind Act (cf. 6171 – Title I Programs)~~

Linked Learning Programs CAREER PATHWAYS

~~The District shall offer one or more comprehensive, multi-year linked learning programs in grades 9-12 that are organized around the Broad theme, interest area, or industry sector including, but not limited to, the industry sectors identified in model standards adopted by the State Board of Education pursuant to Education Code 51226. The program shall provide all participating students with curriculum choices that prepare them for career entry and a full range of postsecondary options, including two-year and four-year colleges, apprenticeships, and formal employment training.~~

At a minimum, the District's linked learning CAREER TECHNICAL EDUCATION program shall include:

1. An integrated core curriculum that meets the eligibility requirements for admission to the University of California (UC) and the California State University (CSU) and is delivered through project-based learning and other engaging instructional strategies that bring real-world context and relevance to the curriculum where broad themes, interest areas, and CTE are emphasized
- ~~2. An integrated technical core of a sequence of at least four related courses that may reflect CTE standards-based courses and that provide students with career skills, are aligned to academic principles, and fulfill academic core requirements described in item #1 above to the extent possible~~
2. A series of work-based learning opportunities that begin with mentoring and job shadowing and evolve into intensive internships, school-based enterprises, or virtual apprenticeships
3. Support services, including supplemental instruction in reading and mathematics, that help students master the advanced academic and technical content that is necessary for success in college and career

Partnership Academies

~~The District shall operate one or more partnership academies as a school-within-a-school focused on a broad career theme. The program shall be available to students in grades 10-12, at least half of whom shall be students who are at risk of dropping out of school as indicated by three or more of the following criteria: (Education Code 54690-54694)~~

CAREER TECHNICAL EDUCATION (cont.)

~~1. Past record of irregular attendance, with absences from school 20 percent or more of the school year~~

~~(cf. 5113.0 - Chronic Absence and Truancy)~~

~~2. Past record of underachievement in which the student is at least one-third of a year behind the coursework for the respective grade level, or as demonstrated by credits achieved~~

~~3. Past record of low motivation or disinterest in the regular school program~~

~~4. Economic disadvantaged~~

~~5. Scores below basic or far below basic on the mathematics or English Language Arts test of the Standardized Testing and Reporting program~~

~~6. A grade point average of 2.2 or below or the equivalent of a C minus~~

~~The District's program shall provide: (Education Code 54692)~~

~~1. During each regular school term, instruction in at least three academic subjects that:~~

~~a. Prepares students for a regular high school diploma~~

~~b. Where possible and appropriate, prepares students to meet subject requirements for admission to the University of California UC and California State University CSU~~

~~c. Contributes to an understanding of the occupational field of the academy~~

~~2. CTE courses offered at each grade level at the academy that are part of an occupational course sequence that targets comprehensive skills and meets the criteria specified in Education Code 54692~~

~~3. Classes that are block scheduled in a cluster whenever possible to provide flexibility to academy teachers, which may vary in number during grade 12~~

~~4. A mentor from the business community for students during grade 11~~

~~5. An employer-based internship or work experience that occurs during the summer following grade 11 or during grade 12~~

CAREER TECHNICAL EDUCATION (cont.)

~~6. Additional motivational activities with private sector involvement to encourage academic and occupational preparation~~

~~Attendance in academy classes shall be limited to students enrolled in the academy. (Education Code 54692)~~

~~The Superintendent or designee shall establish an advisory committee consisting of individuals involved in academy operations, including District and school administrators, lead teachers, and representatives of the private sector. (Education Code 54692)~~

Apprenticeship Programs

The District shall offer high school and/or ADULT education students a program of orientation to apprenticeships that acquaints students with a broad range of career options, provides information regarding available apprenticeship programs, and provides classroom instructional job training, which guides students to a registered apprenticeable occupation.

(cf. 6220 - Adult Education)

The District's program shall:

1. Introduce students to what they need to know in order to apply, test, and interview for acceptance into an apprenticeship program
2. Demonstrate the need for proficiency in reading and comprehension, mathematics, science, and technology
3. Emphasize the necessity to have the ability to communicate in reading, writing, speaking, listening, and numeration skills
4. Identify the knowledge, skills, and attitudes needed to enter and successfully complete an apprenticeship program
5. Provide an orientation to a specific craft or trade or to an industry

The District may enter into an agreement with a local business, labor, or management apprenticeship committee, and/or joint labor-management apprenticeship committee that has been approved by the Department of Industrial Relations' Division of Apprenticeship Standards to sponsor an apprenticeship program in order to develop and deliver related and supplemental instruction to students participating in a registered apprenticeship program. (Education Code 8150-8156; Labor Code 3074, 3075, 3078)

CAREER TECHNICAL EDUCATION (cont.)

Regional Occupational Center/Program

The District shall operate and/or partner with a regional occupational center or program (ROC/P), established pursuant to Education Code ~~52300-52335.612~~, which offers CTE courses, ~~independently or in support of tech prep programs, linked learning programs~~ CAREER PATHWAYS, partnership academies, and/or pre-apprenticeship and apprenticeship programs as appropriate.

Occupational course sequences offered by the ROC/P shall provide prerequisite courses needed to enter apprenticeship or postsecondary vocational certificate or degree programs, focus on occupations requiring comprehensive skills leading to high entry-level wages and/or THE possibility of significant wage increases after a few years on the job, offer as many courses as possible that meet college admission requirements, and lead to attainment of an occupational skill certificate. (Education Code 52302)

Student Organizations

The District may provide support, including supplies, materials, activities, and advisor expenses to student organizations which engage in activities that are integral to the CTE program and provide for the development of student leadership skills. However, no state or federal funds shall be used to pay students' membership dues, food or lodging expenses, out of state travel, or the cost of a social activity or assemblage.

(cf. 6145 - Extracurricular and Co-curricular Activities)
(cf. 6145.5 - Student Organization and Equal Access)

Chino Valley Unified School District

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