



**CHINO VALLEY**  
UNIFIED SCHOOL DISTRICT

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

# BOARD OF EDUCATION AGENDA

**July 21, 2022**

**BOARD OF EDUCATION**

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

Esther Kim, Student Representative

—◆—  
**SUPERINTENDENT**

**Norm Enfield, Ed.D.**

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

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**REGULAR MEETING OF THE BOARD OF EDUCATION**  
**District Board Room – 5130 Riverside Drive, Chino, CA 91710**  
**4:35 p.m. – Closed Session • 6:00 p.m. – Regular Meeting**  
**July 21, 2022**

**AGENDA**

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

The meeting is live streamed on the District's YouTube channel at [https://www.youtube.com/channel/UCWKinB4PTb\\_uskobmwBF8pw](https://www.youtube.com/channel/UCWKinB4PTb_uskobmwBF8pw).

**I. OPENING BUSINESS**

**I.A. CALL TO ORDER – 4:35 P.M.**

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

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

- a. Student Readmission Matter (Education Code 35146, 48916 (c)): Readmission Case 21/22-14. (5 minutes)
- b. Conference with Labor Negotiators (Government Code 54957.6): A.C.T. and CSEA negotiations. Agency designated representatives: Isabel Brenes, Sandra Chen, Eric Dahlstrom, and Richard Rideout. (30 minutes)
- c. Public Employee Appointment (Government Code 54957): Coordinator, Child Development; Coordinator, Behavior Intervention Program; Coordinator, Compliance; Coordinators, Special Education; Elementary School Principal; Junior High School Principal; Elementary School Assistant Principal; Junior High School Assistant Principal; and High School Assistant Principals. (10 minutes)
- d. Public Employee Discipline/Dismissal/Release (Government Code 54957): (10 minutes)
- e. Public Employee Performance Evaluation: Superintendent (Government Code 54957): (30 minutes)

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

1. Report Closed Session Action
2. Pledge of Allegiance

**I.C. COMMENTS FROM EMPLOYEE REPRESENTATIVES**

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

**I.E. CHANGES AND DELETIONS**

Proceedings of this meeting are recorded.

**II. ACTION**

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

**II.A.1. Approval of Energy Services Contract with PacificWest Energy Solutions for Improved Air Quality Measures and Determinations in Accordance with California Government Code 4217**

Page 11

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

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

Recommend the Board of Education approve the energy services contract with PacificWest Energy Solutions for Improved Air Quality Measures, and make the following determinations in accordance with California Government Code 4217:

1. The project is in the best interests of the Chino Valley Unified School District.
2. The anticipated cost to the District for electrical energy or conservation services provided by PacificWest Energy Services under the contract will be less than the anticipated cost for electricity that would have been consumed by the District in the absence of this approval.

**II.B. HUMAN RESOURCES**

**II.B.1. Consideration and Approval of Employment Contracts for the Assistant Superintendent, Curriculum, Instruction, Innovation, and Support; Assistant Superintendent, Facilities, Planning, and Operations; Assistant Superintendent, Human Resources; Associate Superintendent, Business Services; and Associate Superintendent, Curriculum, Instruction, Innovation, And Support**

Page 36

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

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

Recommend the Board of Education consider and approve the employment contracts for the:

- a) Assistant Superintendent, Curriculum, Instruction, Innovation, and Support;
- b) Assistant Superintendent, Facilities, Planning, and Operations;

- c) Assistant Superintendent, Human Resources;
- d) Associate Superintendent, Business Services;  
and
- e) Associate Superintendent, Curriculum,  
Instruction, Innovation, and Support.

**II.B.2. Revisions to the Certificated and Classified Management Longevity Schedules**

Page 64

Recommend the Board of Education approve the revisions to the certificated and classified management longevity schedules.

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

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

<p><b>III. CONSENT</b></p>
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Motion \_\_\_ Second \_\_\_

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

**III.A. ADMINISTRATION**

**III.A.1. Minutes of the June 16, 2022 Regular Meeting**

Page 67

Recommend the Board of Education approve the minutes of the June 16, 2022 regular meeting.

**II.B. BUSINESS SERVICES**

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

Page 74

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

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

Page 75

Recommend the Bod of Education approve/ratify the 2022/2023 applications to operate fundraising activities and other activities for the benefit of students.

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

Page 77

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

**III.B.4. Donations**

Page 86

Recommend the Board of Education accept the donations.

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

Page 88

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

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

**III.C.1. Student Readmission Case 21/22-14**

Page 89 Recommend the Board of Education approve student readmission case 21/22-14.

**III.C.2. School Sponsored Trips**

Page 90 Recommend the Board of Education approve/ratify the school-sponsored trips for Liberty ES; Litel ES; Oak Ridge ES; Ayala HS; Chino HS; and Don Lugo HS.

**III.C.3. A-G Completion Improvement Grant Plan**

Page 92 Recommend the Board of Education approve the A-G Completion Improvement Grant Plan.

**III.C.4. 2022/2023 School Plan for Student Achievement**

Page 93 Recommend the Board of Education approve the 2022/2032 School Plan for Student Achievement.

**III.C.5. 2022/2023 School Plan for Student Achievement for Chino Valley Learning Academy**

Page 94 Recommend the Board of Education approve the 2022/2023 School Plan for Student Achievement for Chino Valley Learning Academy.

**III.C.6. Child Development Parent Handbook 2022/2023**

Page 95 Recommend the Board of Education approve the Child Development Parent Handbook 2022/2023.

**III.C.7. Expanded Learning Opportunities Program**

Page 96 Recommend the Board of Education approve the Expanded Learning Opportunities Program.

**III.C.8. 2022/2023 Expulsion Hearing Administrative Panel**

Page 112 Recommend the Board of Education approve the 2022/2023 Expulsion Hearing Administrative Panel.

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

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

Page 114 Recommend the Board of Education approve/ratify the purchase order register, provided under separate cover.

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

Page 115 Recommend the Board of Education approve/ratify the Agreements for Contractor/Consultant Services.

- III.D.3. Resolutions 2022/2023-01, 2022/2023-02, 2022/2023-03, 2022/2023-04, 2022/2023-05, 2022/2023-06, 2022/2023-08, 2022/2023-09, and 2022/2023-10 for Authorization to Utilize Piggyback Contracts**  
Page 122  
Recommend the Board of Education adopt Resolutions 2022/2023-01, 2022/2023-02, 2022/2023-03, 2022/2023-04, 2022/2023-05, 2022/2023-06, 2022/2023-08, 2022/2023-09, and 2022/2023-10 for Authorization to Utilize Piggyback Contracts.
- III.D.4. Change Order and Notice of Completion for CUPCCAA Projects**  
Page 142  
Recommend the Board of Education approve the Change Order and Notice of Completion for CUPCCAA Projects.
- III.D.5. Change Order and Notice of Completion for Bid 19-20-50F, Don Lugo HS Culinary Classroom Hood Replacement—Rebid**  
Page 146  
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-50F, Don Lugo HS Culinary Classroom Hood Replacement—Rebid.
- III.D.6. Change Order and Notice of Completion for Bid 20-21-05F, Ayala HS Alterations—Phase 3 (BP 06-02)**  
Page 150  
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 20-21-05F, Ayala HS Alterations—Phase 3 (BP 06-02).
- III.D.7. Change Order and Notice of Completion for Bid 20-21-05F, Ayala HS Alterations—Phase 3 (BP 09-05)**  
Page 154  
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 20-21-05F, Ayala HS Alterations—Phase 3 (BP 09-05).
- III.D.8. Change Order and Notice of Completion for Bid 21-22-01F, District-Wide Asphalt Repairs**  
Page 158  
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 21-22-01F, District-Wide Asphalt Repairs.
- III.D.9. Change Order and Notice of Completion for Bid 21-22-04I, Buena Vista HS Portable Classroom Installation**  
Page 163  
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 21-22-4I, Buena Vista HS Portable Classroom Installation.
- III.D.10. Change Order for Bid 19-20-17F, Chino HS Reconstruction—Phase 1 (BP 5)**  
Page 167  
Recommend the Board of Education approve the Change Oder for Bid 19-20-17F, Chino HS Reconstruction—Phase 1 (BP 5).
- III.D.11. Change Order for Bid 19-20-17F, Chino HS Reconstruction—Phase I (BP 10)**  
Page 171  
Recommend the Board of Education approve the Change Order for Bid 19-20-17F, Chino HS Reconstruction—Phase I (BP 10).

- III.D.12. Change Order for Bid 19-20-17F, Chino HS Reconstruction—Phase I (BP 16)**  
Page 174  
Recommend the Board of Education approve the Change Order for Bid 19-20-17F, Chino HS Reconstruction—Phase I (BP 16).
- III.D.13. Change Order for Bid 19-20-17F, Chino HS Reconstruction—Phase I (BP 18)**  
Page 177  
Recommend the Board of Education approve the Change Order for Bid 19-20-17F, Chino HS Reconstruction—Phase I (BP 18).
- III.D.14. Change Order for Bid 19-20-17F, Chino HS Reconstruction—Phase I (BP 19)**  
Page 181  
Recommend the Board of Education approve the Change Order for Bid 19-20-17F, Chino HS Reconstruction—Phase I (BP 19).
- III.D.15. Change Order for Bid 19-20-24F, Chino HS Reconstruction—Phase I (BP 20)**  
Page 184  
Recommend the Board of Education approve the Change Order for Bid 19-20-24F, Chino HS Reconstruction—Phase I (BP 20).
- III.D.16. Change Order for Bid 19-20-32F, Chino HS Reconstruction—Phase II (BP 5)**  
Page 187  
Recommend the Board of Education approve the Change Order for Bid 19-20-32F, Chino HS Reconstruction—Phase II (BP 5).
- III.D.17. Change Order for Bid 19-20-32F, Chino HS Reconstruction—Phase II (BP 19)**  
Page 190  
Recommend the Board of Education approve the Change Order for Bid 19-20-32F, Chino HS Reconstruction—Phase II (BP 19).
- III.D.18. Change Order for Bid 19-20-32F, Chino HS Reconstruction—Phase II (BP 20)**  
Page 193  
Recommend the Board of Education approve the Change Order for Bid 19-20-32F, Chino HS Reconstruction—Phase II (BP 20).
- III.D.19. Change Order for Bid 19-20-32F, Chino HS Reconstruction—Phase II (BP 21)**  
Page 196  
Recommend the Board of Education approve the Change Order for Bid 19-20-32F, Chino HS Reconstruction—Phase II (BP 21).
- III.D.20. Change Order for Bid 19-20-32F, Chino HS Reconstruction—Phase II (BP 24)**  
Page 199  
Recommend the Board of Education approve the Change Order for Bid 19-20-32F, Chino HS Reconstruction—Phase II (BP 24).

- III.D.21. Change Order for Bid 21-22-08F, Safety and Security (Group 6) Alternative Education, Adult School, and Allegiance Steam Academy**  
Page 202 Recommend the Board of Education approve Change Order for Bid 21-22-08F, Safety and Security (Group 6) Alternative Education, Adult School, and Allegiance Steam Academy.
- III.D.22. Bid 22-23-01F, Ayala HS Alterations—Phase 4**  
Page 207 Recommend the Board of Education award Bid 22-23-01F, Ayala HS Alterations—Phase 4 to Resource Environmental Inc.; Robert Clapper Construction dba RC Construction Services; BF Steel, Inc.; Abdellatif Enterprises, Inc.; Stolo Cabinets, Inc.; Caston Inc.; Inland Pacific Tile; Elljay Acoustics, Inc.; Continental Flooring, Inc.; D & M Painting Inc.; Bogh Engineering, Inc.; Verne’s Plumbing, Inc.; DC Integrate; and Southern California West Coast Electric.
- III.D.23. Bid 22-23-02F, Classroom Preparation for Viewsonics—Group 4**  
Page 209 Recommend the Board of Education award Bid 22-23-02F, Classroom Preparation for ViewSonic—Group 4 to TDV Innovations, INC.
- III.D.24. Bid 22-23-03F, Classroom Preparation for ViewSonic—Group 5**  
Page 210 Recommend the Board of Education award Bid 22-23-03F, Classroom Preparation for ViewSonic—Group 5 to OCS Construction Services, Inc.
- III.D.25. Bid 22-23-05F, Ayala HS and Chino HS Track Resurfacing Project**  
Page 211 Recommend the Board of Education award Bid 22-23-05F, Ayala HS and Chino HS Track Resurfacing Project to Beynon Sports Surfaces, Inc.
- III.D.26. Bid 22-23-06F, Chaparral ES, Wickman ES, and Cal Aero K-8 Poured in Place (PIP) Replacement**  
Page 212 Recommend the Board of Education award Bid 22-23-06F, Chaparral ES, Wickman ES, and Cal Aero K-8 Poured in Place (PIP) Replacement to JB Builders.
- III.D.27. Bid 22-23-09I, Don Lugo HS Soffit Removal**  
Page 213 Recommend the Board of Education award Bid 22-23-09I, Don Lugo HS Soffit Removal to Integrated Demolition and Remediation, Inc.
- III.D.28. Bid 22-23-10I, Dickey ES Preschool and Liberty ES Playground Replacement**  
Page 214 Recommend the Board of Education award Bid 22-23-10I, Dickey ES Preschool and Liberty ES Playground Replacement to Nextgen Construction, Inc.



**III.D.29. License Agreement Between Chino Valley Unified School District and Spectrum Center, Inc. for the Use of Real Property for the 2022/2023 School Year**

Page 215

Recommend the Board of Education approve the License Agreement Between Chino Valley Unified School District and Spectrum Center, Inc. for the Use of Real Property for the 2022/2023 School Year.

**III.E. HUMAN RESOURCES**

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

Page 239

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

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

Page 249

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

**III.E.3. Communicative Disorders Program Agreement with California State University, Fullerton**

Page 250

Recommend the Board of Education approve the Communicative Disorders Program agreement with California State University, Fullerton.

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

**IV.A.1. 2021/2022 Second Semester Student Expulsion Report**

Page 258

Recommend the Board of Education receive for information the 2021/2022 Second Semester Student Expulsion Report.

**IV.A.2. Cal Aero Preserve Academy Multi Track Year-Round Student Attendance Calendars for the 2023/2024, 2024/2025, and 2025/2026 School Years**

Page 262

Recommend the Board of Education receive for information the Cal Aero Preserve Academy Multi Track Year-Round Student Attendance Calendars for the 2023/2024, 2024/2025, and 2025/2026 school years.

**IV.A.3. Boys Republic HS, Chino Valley Learning Academy, and Chino Valley Adult School Student Attendance Calendars for the 2023/2024, 2024/2025, and 2025/2026 School Years**

Page 266

Recommend the Board of Education receive for information the Boys Republic HS, Chino Valley Learning Academy, and Chino Valley Adult School Student Attendance Calendars for the 2023/2024, 2024/2025, and 2025/2016 school years.

**IV.A.4. Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for April Through June 2022**

Page 276

Recommend the Board of Education receive for information the Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for April through June 2022.

**IV.A.5. New Administrative Regulation 5141.51 Students—School Based Threat Assessment**

Page 278

Recommend the Board of Education receive for information new Administrative Regulation 5141.51 Student—School Based Threat Assessment.

**IV.A.6. Revision of Board Policy and Administrative Regulation 6020 Instruction —Parent Involvement**

Page 286

Recommend the Board of Education receive for information the revision of Board Policy and Administrative Regulation 6020 Instruction—Parent Involvement.

**IV.A.7. Revision of Board Policy and Administrative Regulation 6174 Instruction—Education for English Learners**

Page 305

Recommend the Board of Education receive for information the revision of Board Policy and Administrative Regulation 6174 Instruction—Education for English Learners.

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

**IV.B.1. Annual Report Per Board Policy 3470 Debt Issuance and Management**

Page 326

Recommend the Board of Education receive for information the annual report required per Board Policy 3470 Debt Issuance and Management.

**IV.B.2. Revision of Administrative Regulation and New Exhibit 3517 Business and Noninstructional Operations—Facilities Inspection**

Page 332

Recommend the Board of Education receive for information the revision of Administrative Regulation and New Exhibit 3517 Business and Noninstructional Operations—Facilities Inspection.

**V. COMMUNICATIONS**

**BOARD MEMBERS AND SUPERINTENDENT**

**VI. ADJOURNMENT**

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

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: APPROVAL OF ENERGY SERVICES CONTRACT WITH PACIFICWEST ENERGY SOLUTIONS FOR IMPROVED AIR QUALITY MEASURES AND DETERMINATIONS IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE 4217**

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**BACKGROUND**

On December 16, 2021, the Board of Education awarded RFP No. 22-22-05, HVAC Assessments and Maintenance Services to AireMasters Air Conditioning, Johnson Controls, Inc., and PacificWest Energy Solutions, Inc.

After conducting interviews with each firm, the District selected PacificWest Energy Solutions as its partner to submit and process applications for CalShape grant funding. Since that time, the District has qualified for and been awarded CalShape funding in the amount of \$1,364,000.00 to implement improved air quality measures which will consist of HVAC unit assessments, limited HVAC service and replacement, classroom CO2 monitoring, and MERV 13 air filter replacement.

The next step in the process is to award a contract for energy services to PacificWest Energy Solutions to assist the District in implementing the next round of air quality improvement and energy efficiency measures. These measures will address the replacement of HVAC units that have exceeded their useful life. Doing so will improve ventilation and air filtration, reduce the risk of equipment failures, reduce repair costs, and increase energy savings.

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

## **RECOMMENDATION**

It is recommended the Board of Education approve the energy services contract with PacificWest Energy Solutions for Improved Air Quality Measures, and make the following determinations in accordance with California Government Code 4217:

1. The project is in the best interests of the Chino Valley Unified School District.
2. The anticipated cost to the District for electrical energy or conservation services provided by PacificWest Energy Services under the contract will be less than the anticipated cost for electricity that would have been consumed by the District in the absence of this approval.

## **FISCAL IMPACT**

\$3,461,042.00 ESSER II and ESSER III, with a projected savings of \$4,998,500.00.

NE:GJS:pw



## ENERGY SERVICES AGREEMENT

This Energy Services Agreement (this "Agreement") is made effective as of July 28, 2022 ("Effective Agreement Date"), by and between PacificWest Energy Solutions, Inc. ("PACIFICWEST") and the party identified below as "CLIENT".

CLIENT	PACIFICWEST
Chino Valley Unified School District 5130 Riverside Drive Chino, CA 91710	PacificWest Energy Solutions, Inc. 9250 Reseda Boulevard #500 Northridge, CA 91324

In this Agreement, the party who is contracting to receive the equipment and services will be referred to as "CLIENT," and the party who will be providing the equipment and services will be referred to as "PACIFICWEST", each of whom may be referred to as "Party" and collectively as "Parties."

This Agreement shall consist of the following documents ("Agreement Documents") which are acknowledged by CLIENT and PACIFICWEST and incorporated herein by this reference:

### ARTICLES

1. Description of Work
2. Payment for Work
3. Confidentiality
4. Remedies
5. Term & Acceptance
6. Work Product Ownership
7. Warranty
8. Hazardous Materials
9. Changes and Delays
10. Insurance & Allocation of Risk
11. Indemnification
12. Entire Agreement
13. Severability
14. Amendment
15. Governing Law
16. Notice
17. Assignment
18. Disputes
19. Miscellaneous Provisions

### ATTACHMENTS

- Exhibit A Scope of Work
- Exhibit B Payment Schedule
- Exhibit C Savings Analysis
- Exhibit D Project Delivery Schedule
- Exhibit E Performance Guarantee



## 1. DESCRIPTION OF WORK

Beginning on the Effective Agreement Date, CLIENT hereby engages PACIFICWEST, and PACIFICWEST hereby accepts such engagement, to perform and provide to CLIENT the following equipment and services (collectively, the "Work"):

(a) Scope of Work. PACIFICWEST will perform and provide CLIENT with the Work identified in Exhibit A "Scope of Work" within this Agreement, except as indicated in the Scope of Work Exclusions. References here in to "Equipment" shall be defined as set forth in Exhibit A.

(b) Independent Contractor. PACIFICWEST will perform the Work as an independent contractor with exclusive control of the manner and means of performing the Work in accordance with the requirements of this Agreement. Except as otherwise agreed by CLIENT, PACIFICWEST has no authority to act or make any agreements or representations on behalf of CLIENT. This Agreement is not intended, and shall not be construed to create, between CLIENT and PACIFICWEST, the relationship of principal and agent, joint-venturers, co-partners, or any other such relationship, the existence of which is hereby expressly denied. No employee or agent of PACIFICWEST shall be, or shall be deemed to be, an employee or agent of CLIENT.

(c) Subcontractors. PACIFICWEST may subcontract the Work to be carried out under this Agreement to one or more subcontractors or vendors. PACIFICWEST shall be liable to the CLIENT for any Work carried out by the subcontractors or vendors as if such Work were carried out by the Contractor itself and such subcontracting shall not eliminate or reduce the Contractor's obligations and responsibilities under this Agreement. PACIFICWEST shall not have any responsibility, duty or authority to direct, supervise or oversee any contractor of CLIENT or their services or to provide the means, methods or sequence of their services or to stop their services. PACIFICWEST's Work and/or presence at CLIENT's site shall not relieve others of their responsibility to CLIENT or to others.

## 2. PAYMENT FOR WORK

(a) Agreement Sum. In exchange for the Work, CLIENT shall pay PACIFICWEST the Agreement Sum in the amounts and in accordance with Exhibit B of this Agreement.

(b) Invoicing. Unless otherwise set forth in Exhibit B, PACIFICWEST shall invoice CLIENT on a monthly or other progress-billing basis. Invoices are due and payable upon receipt by CLIENT. If CLIENT disagrees with any portion of an invoice, it shall notify PACIFICWEST in writing of the amount in dispute and the reason for its disagreement within 15 days of receipt of the invoice, and shall pay the portion not in dispute. Except for the foregoing, CLIENT shall make all payments without setoff or counterclaim.

(c) PACIFICWEST Suspension. PACIFICWEST may suspend or terminate the Work at any time if payment is not received when due and shall be entitled to compensation for the Work previously performed and for costs incurred in connection with the suspension or termination. In the event of a suspension under this Section 2(c), PACIFICWEST shall be entitled to: (i) a day for day extension to the Project Schedule, set forth in Exhibit D, equal to the number of days of the suspension; and (ii) any additional actual and documented costs (e.g., standby costs, costs of demobilization or re-mobilization) reasonably incurred by PACIFICWEST directly attributable to the suspension. In the event of a suspension under this Section 2(c), PACIFICWEST shall



promptly reinstate Work upon the CLIENT's and PACIFICWEST's agreement for a Change Order setting forth any Changes required, including changes in the Agreement Sum, resulting from such suspension.

(d) CLIENT Suspension. CLIENT may suspend the Work, at its discretion, by giving PACIFICWEST two (2) business days prior written notice. If the Work is suspended under this Section 2(d) and such suspension is not due to the act or omission of PACIFICWEST or its subcontractors, PACIFICWEST shall be entitled to (a) a day for day extension to the Project Schedule, set forth in Exhibit D, equal to the number of days of the suspension, and (b) the reimbursement of any additional actual and documented costs and expenses, if any, reasonably incurred by PACIFICWEST in protecting, securing or insuring the Work. If the Work is suspended under this Section 2(d) for a reason other than due to the act or omission of PACIFICWEST or any of its subcontractors for more than ninety (90) consecutive days, either Party may terminate this Agreement without liability of either Party as a result of such termination, provided, however, that PACIFICWEST shall be entitled to compensation for the Work previously performed and for costs incurred in connection with the suspension or termination.

(e) Late Fees. On amounts not paid within 30 days of invoice date, CLIENT shall pay interest from invoice date until payment is received at the lesser of 1.5% per month or the maximum rate allowed by law. If CLIENT does not pay a portion of an invoice because of an invoice disagreement as contemplated by Section 2(b) above, and it is subsequently determined or agreed that any portion of the amount withheld was improper, then interest shall also apply with respect to such portion as provided in the preceding sentence. CLIENT shall reimburse PACIFICWEST for PACIFICWEST's costs and expenses (including attorneys' and witnesses' fees) incurred for collection under this Agreement.

(f) Taxes and Fees. Except to the extent expressly agreed in writing, PACIFICWEST's fees do not include any taxes, excises, fees, duties or other government charges related to the Work, and CLIENT shall pay such amounts or reimburse PACIFICWEST for any amounts it pays. If CLIENT claims that Work is subject to a tax exemption or direct payment permit, it shall provide PACIFICWEST with a valid exemption certificate or permit and indemnify, defend and hold PACIFICWEST harmless from any taxes, costs, and penalties arising out of the use or acceptance of same.

### **3. CONFIDENTIALITY**

PACIFICWEST shall, and shall use reasonable efforts to cause its employees, agents, or representatives to, not at any time or in any manner, either directly or indirectly, use for the personal benefit of PACIFICWEST, or divulge, disclose, or communicate in any manner, any information that is proprietary to CLIENT. PACIFICWEST shall, and shall use reasonable efforts to cause its employees, agents, and representatives to, protect such information and treat it as strictly confidential. This provision will continue to be effective for a period of two years after the termination or expiration of this Agreement. PACIFICWEST agrees not to disclose such confidential and proprietary information to any person (other than to its employees, agents and representatives on a "need to know" basis) without CLIENT's express written consent.

Likewise, CLIENT shall, and shall use reasonable efforts to cause its employees, agents, or representatives to, not use or disclose any confidential and proprietary information of PACIFICWEST without PACIFICWEST's prior written consent. CLIENT agrees the technical and



pricing information contained in this Agreement is confidential and proprietary to PACIFICWEST as well as, without limitation, any (a) trade secret, know-how, idea, invention, process, technique, algorithm, program (whether in source code or object code form), hardware, device, design, schematic, drawing, formula, data, plan, strategy, client and customer lists or forecasts of PACIFICWEST and (b) technical, engineering, manufacturing, product, marketing, servicing, financial, personnel and other such information or materials of PACIFICWEST.

Upon termination or expiration of this Agreement, each party will, at the other party's sole election and written request, return to such other party or destroy, all confidential or proprietary information of the other party and all records, notes, documentation and other items that were used, created, or controlled by such during the term of this Agreement.

#### **4. REMEDIES**

(a) Termination Events. In addition to any and all other rights a party may have available according to law, and without prejudice to any further rights and remedies provided under this Agreement or under Applicable Law, either Party may terminate this Agreement in its sole discretion upon the occurrence of the following:

1. if a Party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the non-defaulting Party may provide written notice of such default to the defaulting Party. This notice shall describe in reasonable detail the nature of the default. The defaulting Party receiving such notice shall have 10 business days from the effective date of such notice to cure the default(s). Unless waived by the non-defaulting Party providing notice, if the defaulting Party fails to cure the default(s) within such time period, the non-defaulting Party may elect in its sole discretion to terminate this Agreement.
2. any bankruptcy, insolvency, readjustment, composition, liquidation or similar proceeding with respect to the defaulting Party.

In addition to the right of a non-defaulting Party to terminate this Agreement in accordance with this Section 4, the non-defaulting Party shall have the right to recover from the defaulting Party all damages recoverable under law or at equity.

#### **5. TERM AND ACCEPTANCE**

(a) Substantial Completion. When PACIFICWEST considers the Work, or any portion thereof, to have achieved Substantial Completion in accordance with this Agreement, PACIFICWEST shall issue to CLIENT a signed Substantial Completion Certificate, together with a punchlist prepared by PACIFICWEST for Client, which punchlist shall identify the items of remaining Work to be completed prior to Final Completion. "Substantial Completion" shall mean, and shall be deemed to have occurred for all purposes of this Agreement, upon the satisfaction of the following conditions:

1. the Work, or any identifiable portion thereof, is sufficiently complete, in accordance with the provisions of this Agreement relating to the Scope of Work, such that CLIENT will be able to realize from such Work substantially all of the practical





benefits intended to be gained there from, or otherwise to employ the Work for their intended purposes; or

2. temporary, qualified or final certificates of occupancy, if required, have been issued with respect to such portions of the Work by the appropriate public authority.

If the described portion of the Work as performed is Substantially Complete as defined above, CLIENT will accept that portion of the Work by signing the Certificate of Substantial Completion and returning it to PACIFICWEST. If the Work is not Substantially Complete, then CLIENT shall notify PACIFICWEST within five (5) business days of any discrepancies. PACIFICWEST shall correct the Work to conform to the Scope of Work set forth herein and resubmit the Certificate of Substantial Completion to the CLIENT if PACIFICWEST agrees with the notice of discrepancies. If PACIFICWEST disagrees with the notice, PACIFICWEST shall notify CLIENT of its disagreement. If CLIENT does not deliver written notice of discrepancies to PACIFICWEST within five (5) business days of receiving the Certificate of Substantial Completion, CLIENT will be deemed to have agreed to, signed and returned the Certificate of Substantial Completion.

Any disputes concerning the Substantial Completion of the Work will be resolved by in accordance with Section 17. The parties may mutually elect to waive this Section 5(a) and proceed directly to Section 5(b), Final Completion.

(b) Final Completion. When PACIFICWEST considers the Work, or any portion thereof to have achieved Final Completion in accordance with this Agreement, PACIFICWEST shall issue to CLIENT a signed Final Completion Certificate. "Final Completion" shall mean, and shall be deemed to have occurred for all purposes of this Agreement, upon the satisfaction of the following conditions:

1. Substantial Completion as to the Work, or any identifiable portion thereof, has occurred in accordance with this Agreement; and
2. All punchlist items have been completed.

If the described portion of the Work as performed is Finally Complete as defined above, CLIENT will accept that portion of the Work by signing the Certificate of Final Completion and returning it to PACIFICWEST. If the Work is not Finally Complete, then CLIENT shall notify PACIFICWEST within five (5) business days of any discrepancies. PACIFICWEST shall correct the Work to conform to the Scope of Work set forth herein and resubmit the Certificate of Final Completion to the CLIENT if PACIFICWEST agrees with the notice of discrepancies. If PACIFICWEST disagrees with the notice, PACIFICWEST shall notify CLIENT of its disagreement and such disagreement shall be resolved under the terms of this Agreement. If CLIENT does not deliver written notice to PACIFICWEST within five (5) business days of receiving the Certificate of Final Completion, CLIENT will be deemed to have agreed to, signed and returned the Certificate of Final Completion. Any disputes concerning the Final Completion of the Work will be resolved by in accordance with Section 17.

## **6. WORK PRODUCT OWNERSHIP**

(a) Risk of Loss, Care, Custody, and Control. Risk of loss of materials and Equipment furnished by PACIFICWEST shall pass to CLIENT upon their delivery to the Site, and CLIENT



shall be responsible for protecting and insuring them against theft and damage. However, until PACIFICWEST is paid in full, PACIFICWEST shall retain title for security purposes only and the right to repossess the materials and Equipment.

(b) Title. Title to the Work or any portion of the Work or Equipment shall transfer automatically to the Client upon (i) the CLIENT'S payment in full of the Agreement Sum for such Work; and (ii) execution by the CLIENT of the Certificate of Final Completion. Upon request, PACIFICWEST will execute all documents necessary to confirm the ownership of the CLIENT to the Work.

(c) Risk. The parties acknowledge that the price for which PACIFICWEST has agreed to perform the Work and obligations under this Agreement was calculated based upon the foregoing allocations of risk, and that each party has expressly relied on, and would not have entered into this Agreement but for, such allocations of risk.

## **7. WARRANTY**

PACIFICWEST warrants that, unless otherwise agreed, all materials and Equipment furnished will be of good quality and new and that the Work will be free from defects. PACIFICWEST warrants that the Work shall be free from defects in material and workmanship arising from normal usage for a period of (1) one year from each system's Certificate of Substantial Completion date and/or the Final Certificate of Completion date, whichever is earlier. During the warranty period, upon written notice from CLIENT, PACIFICWEST shall, at its option, repair or replace the defective Work. These warranties do not extend to any Work that have been repaired by others, abused, altered, misused, or that has not been properly and reasonably maintained. These warranties are in lieu of all other warranties, express or implied, including but not limited to those of merchantability and fitness for a specific purpose. Any and all manufacturers' extended product warranties will be passed along to CLIENT, and will be detailed in the operation and maintenance manuals for such Equipment.

## **8. HAZARDOUS MATERIALS**

Unless specifically noted in writing, the Work provided by PACIFICWEST expressly exclude any Work of any nature associated or connected with the identification, abatement, use, transportation, cleanup, control, storage, removal, containment, clearance testing or disposal of hazardous materials or substances, including but not limited to asbestos, pollutants, hazardous wastes, hazardous materials, or PCBs, in or on the CLIENT site. CLIENT shall promptly notify PACIFICWEST in writing of all known or suspected Hazardous Materials at CLIENT site, of any contamination of CLIENT site by oil or hazardous material, and of any other conditions requiring special care or which may reasonably be expected to affect the Work. CLIENT shall provide PACIFICWEST with any available documents describing the quantity, nature, location, and extent of such materials, contamination, or conditions.

CLIENT shall indemnify, defend and hold PACIFICWEST harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any oil or hazardous materials on the CLIENT site or from CLIENT's breach of, or failure to perform its obligations under Section 7.

## **9. CHANGES AND DELAYS**



(a) CLIENT Requested Change Orders. CLIENT is entitled to require any variation in the Work (a "Change") at any time by submitting to PACIFICWEST a specific request for such variation (a "Change Order"). Promptly after receiving such a request for a Change, PACIFICWEST shall prepare and deliver to CLIENT a Change Order. The Change Order shall include:

1. the specific change in the Work to be carried out by PACIFICWEST;
2. any adjustment to the Agreement Sum due to the Change;
3. any adjustment to the Project Schedule due to the Change; and
4. any other impact on PACIFICWEST's ability to perform its obligations under this Agreement.

If CLIENT accepts a Change Order and each of the Parties signs the Change Order, the Change Order shall be binding upon the Parties. PACIFICWEST shall perform the Change pursuant to the approved Change Order.

(b) Compensation or Credit for Changes. To the extent that a Change pursuant to an approved Change Order results in increased costs to PACIFICWEST to perform the Work, PACIFICWEST shall be entitled to an adjustment to the Agreement Sum, determined based on then-prevailing rates, plus any related actual and documented incremental out-of-pocket costs reasonably incurred, without markup. To the extent a Change results in any credit due to CLIENT, CLIENT shall be entitled to reduce the Agreement Sum by such credited amount.

(c) PACIFICWEST Requested Change Orders. As the Work is performed, conditions may change or circumstances outside PACIFICWEST reasonable control (including changes of law) may develop which would require PACIFICWEST to expend additional costs, effort or time to complete the Work, in which case PACIFICWEST will notify CLIENT and an equitable adjustment will be made to the Project Schedule and Agreement Sum. In the event that conditions or circumstances require the Work to be suspended or terminated, PACIFICWEST shall be compensated for Work previously performed and for costs incurred in connection with the suspension or termination. PACIFICWEST shall be compensated for any extra work requested by CLIENT at its then-prevailing rates and shall be reimbursed for costs and expenses (plus reasonable profit and overhead) incurred in its performance of the Work. The Agreement Sum provides for, and is in consideration of, only the Work specifically included under the Scope of Work. All other work, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis:

1. Emergency work performed at CLIENT's request, if inspection does not reveal any deficiency covered by the Scope of Work;
2. Work performed at CLIENT's request at times other than during PACIFICWEST's normal working hours; and
3. Work performed on equipment or facilities not covered by the Scope of Work.

PACIFICWEST may, with CLIENT approval, substitute alternative parts, goods or equipment in the performance of the Work, provided that any such substitution shall be of an equal or better quality.

(d) Force Majeure. PACIFICWEST shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by CLIENT or its employees, agents or contractors, acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood,



water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, and shortage of vehicles, fuel, labor or materials (such events, "Force Majeure"). In the event of such Force Majeure, the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation shall be equitably adjusted to compensate for additional costs PACIFICWEST incurs due to such delay. If any such delay exceeds sixty (60) days, PACIFICWEST may terminate this Agreement upon three (3) days notice to CLIENT and CLIENT shall promptly pay PACIFICWEST for the allocable portion of the Work completed and for any costs and expenses of termination and for any loss or damage incurred with respect to materials, equipment, tools and machinery, including reasonable overhead and profit.

## 10. INSURANCE & ALLOCATION OF RISK

(a) PACIFICWEST Insurance. PACIFICWEST shall maintain insurance with reputable carriers in amounts customary in the industry while performing the Work.

(b) CLIENT Insurance. CLIENT will maintain, at its own expense, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Agreement Sum, plus the value of Change Orders and subsequent modifications and cost of materials supplied or installed by others, on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in this Agreement or otherwise agreed in writing by PACIFICWEST, until final payment has been made to PACIFICWEST or no person or entity other than CLIENT has an insurable interest in the property, whichever is later. The policy form shall include without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and start-up, rebuilding and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for PACIFICWEST' Work and expenses required as result of such insured loss. If the insurance requires deductibles or retentions, the CLIENT shall pay costs not covered because of such deductibles or retentions. This insurance shall cover portions of the Work off the Site, and also portions of the Work in transit. Partial occupancy or use shall not commence unless the insurance company providing this insurance has consented to such partial occupancy or use by endorsement for otherwise. The CLIENT shall purchase and maintain boiler and machinery insurance which shall specifically cover such insured objects during installation and until Acceptance by the CLIENT.

The insurances required by this section shall include the interests of the CLIENT and PACIFICWEST in the Work. PACIFICWEST shall be included as an additional insured on each such insurance coverage. The CLIENT and PACIFICWEST waive all rights against each other for damages caused by fire or other causes of loss to the extent covered by the insurance required by this section and for any other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the CLIENT as fiduciary. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Insurance certificates shall be furnished upon request.

(c) Payment and Performance Bond. Prior to the commencement of construction, PACIFICWEST shall post a payment and performance bond for the benefit of CLIENT in the



amount of the Agreement Sum. The surety providing the payment and performance bonds shall not be responsible nor provide coverage for the cost savings detailed in Exhibit C, guaranteed savings detailed in Exhibit E, and extended warranties/Work beyond the one (1) year period from each system's Certificate of Substantial Completion date and/or the Final Certificate of Completion date, whichever is earlier. PACIFICWEST shall be solely responsible and provide coverage for these provisions pursuant to the terms of this Agreement.

## 11. INDEMNIFICATION

(a) PACIFICWEST Indemnity. PACIFICWEST will indemnify CLIENT from and against losses, claims, expenses and damages (including reasonable attorney's fees) for personal injury or physical damage to property (collectively "Damages"). Such indemnification shall be solely to the extent the Damages are caused by or arise directly from PACIFICWEST or its employees, consultants' or agents' gross negligence or willful misconduct in connection with PACIFICWEST's performance of the Work. PACIFICWEST's obligations under this indemnity shall not extend to Damages arising out of or in any way attributable to the gross negligence or willful misconduct of CLIENT or its agents, contractors or employees (for which CLIENT shall be fully responsible and for which CLIENT will indemnify, defend and hold harmless PACIFICWEST). PACIFICWEST reserves the right to control the defense and settlement of any claim for which PACIFICWEST has an obligation to indemnify hereunder.

(b) CLIENT Indemnity. CLIENT will indemnify PACIFICWEST from and against losses, claims, expenses and Damages (including reasonable attorney's fees) for personal injury or physical damage to property. Such indemnification shall be solely to the extent the Damages are caused by or arise directly from CLIENT or its employees', consultants' or agents' gross negligence or willful misconduct in connection with CLIENT's performance of the Work. CLIENT's obligations under this indemnity shall not extend to Damages arising out of or in any way attributable to the gross negligence or willful misconduct of PACIFICWEST or its agents, contractors or employees (for which PACIFICWEST shall be fully responsible and for which PACIFICWEST will indemnify, defend and hold harmless CLIENT). CLIENT reserves the right to control the defense and settlement of any claim for which CLIENT has an obligation to indemnify hereunder.

(c) Limit of Liability. In no event shall CLIENT or PACIFICWEST be liable under this indemnity or otherwise under this Agreement for special, indirect, incidental, punitive, exemplary or consequential damages, including commercial loss, loss of use, or lost profits, however caused, even if PACIFICWEST or CLIENT have been advised of the possibility of such damages. In any event, PACIFICWEST's aggregate liability for any claims, losses, or expenses arising out of this Agreement, or out of any goods or Work furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity, or any other theory of liability, shall be limited to not greater than the total compensation received by PACIFICWEST from CLIENT under this Agreement.

## 12. ENTIRE AGREEMENT

This Agreement constitutes the entire, complete, and exclusive agreement between the parties and supersedes all prior and contemporaneous negotiations, statements, representations, agreements, letters of intent, awards, or proposals, either written or oral relative to the same. There are no other promises or conditions in any other agreement whether oral or written



concerning the subject matter of this Agreement.

### **13. SEVERABILITY**

If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

### **14. AMENDMENT**

This Agreement may be modified or amended only by a written instrument signed by both parties.

### **15. GOVERNING LAW**

This Agreement shall be construed in accordance with the laws of the State of California.

### **16. NOTICE**

Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

### **17. ASSIGNMENT**

Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, except that either party may assign this Agreement to its affiliates and PACIFICWEST may use subcontractors in the performance of the Work. Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than CLIENT and PACIFICWEST without the express written consent of both parties.

### **18. DISPUTES**

In the event of any dispute arising under this Agreement, within ten (10) days following receipt of written notice from either Party identifying such dispute, the Parties shall meet, negotiate and attempt, in good faith, to resolve the dispute quickly, informally and inexpensively. If the Parties are unable to resolve a dispute arising hereunder within ten (10) days of initiating such discussions, or within fifteen (15) days after notice of the dispute, either Party may seek any and all remedies available to it at law or in equity; provided however that if the dispute is of a technical nature, the Parties agree that before either Party may seek any and all remedies available to it at law or in equity, the dispute shall be referred to an independent engineering firm that has experience in the design and operation of projects similar to the project at issue and that is acceptable to both Parties for resolution and that if such engineering firm is unable to resolve the dispute within fifteen (15) days of such referral, either Party may seek any and all remedies available to it at law or in equity.

### **19. MISCELLANEOUS PROVISIONS**



- (a) Survival. This Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the Work and the termination of this Agreement.
- (b) Amendment. PACIFICWEST performance of the Work is expressly conditioned on CLIENT's assenting to all of the terms of this Agreement, notwithstanding any different or additional terms contained in any writing at any time submitted or to be submitted to PACIFICWEST by CLIENT relating to the Work, even if signed by PACIFICWEST, unless PACIFICWEST signs a written statement expressly indicating that such terms supersede the terms of this Agreement
- (c) Waiver. The waiver by a Party of any breach by the other Party of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach hereof. No waiver shall operate or be effective unless made in writing and executed by the Party to be bound thereby.
- (d) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same instrument.

*[signatures on following page]*



**In Witness Whereof**, the undersigned have executed this Agreement as of the date set forth in the first paragraph above.

CLIENT:  
Chino Valley Unified School District

PACIFICWEST:  
PacificWest Energy Solutions, Inc.

By: \_\_\_\_\_  
Sandra Chen  
Associate Superintendent, Business  
Services

By: \_\_\_\_\_  
Robert Cho  
President





## EXHIBIT A SCOPE OF WORK

### INDEX

HVAC  
 General Services  
 Utility Rebates & Incentives  
 Exclusions

### HVAC

This measure will replace HVAC units that have exceeded their effective useful life with new high-efficiency units meeting minimum Title 24 efficiency and Title 20 equipment standards. This upgrade will reduce risk of equipment failures and repair costs, improve ventilation and air filtration, and result in electrical energy savings. A summary of the equipment being replaced is below, and a complete list of HVAC units included in this measure is provided in Exhibit C.

Facility Name	Rooftop Packaged Unit	Wall Mounted Packaged Unit	Split System	Total
Borba Elementary	9	19*		28
Dickey Elementary	23	16		39
Dickson Elementary	44	6		50
E.J. Marshall Elementary	3	2	1	6
Magnolia Junior High	23	11	1	35
Ramona Junior High	2			2
<b>Total</b>	<b>106</b>	<b>54</b>	<b>2</b>	<b>160</b>

\*4 wall units to be replaced with split systems at Borba Elementary

#### Detailed Scope of Work:

- ◆ All work and materials shall be compliant with Title 24.
- ◆ Equipment Submittals will be provided for approval prior to procurement. Applicable Material Safety Data Sheets will be provided upon request.
- ◆ Installation of new HVAC units equal to existing size, configuration, mounting, and discharge unless specifically stated otherwise in Exhibit C. Exception: Where feasible without requiring significant structural or electrical upgrades, cooling capacity of 3 or 3.5-ton units serving classrooms will be increased to 4-tons.
- ◆ Existing curbs, platforms, sheet metal caps, ductwork, controls, sensors, conduit, and wiring shall be reused, if in good condition.
- ◆ Installation of new transition ductwork, adapter curbs, electrical disconnects, fuses, conduit, wiring, and required electrical or seismic anchorage. New ductwork shall include insulation, non-penetrating roof supports, and flexible collars. All joints shall be properly sealed.
- ◆ Magnolia Junior High School: For all replaced units in the scope of work, all existing ductwork above the roofline is to be replaced.
- ◆ Installation of all necessary equipment, materials, appurtenances, etc. needed for a complete, fully commissioned, and operational system.



- ◆ Installation of economizers on all new package units greater than 2-tons. Economizer Damper actuators to be compliant with existing or future Carrier i-Vu controls. New equipment EXCLUDES Honeywell JADE or similar optimized damper controller, as this Title-24 requirement will be performed by existing or proposed Carrier i-Vu controllers.
- ◆ Installation of MERV-13 filters in all new HVAC units.
- ◆ Any existing ionizer and/or UV devices will be safety removed from the existing units and reinstalled on the new units.
- ◆ Existing controls, sensors, smoke detectors, fire life safety devices, and/or wiring prior will be disconnected and secured prior to HVAC unit removal and reconnected after HVAC unit installation.
- ◆ Proper removal, disposal, recycling, and associated coordination of all equipment, materials, appurtenances, etc. to be removed, replaced, or decommissioned.
- ◆ Disposal and recycling documentation to be provided upon request.
- ◆ Utilize Client directed roofing contractor to maintain all existing roof warranties when performing roof flashing, patching, repair, and/or sealing.
- ◆ All required demolition, boring, coring, cutting, digging, and/or trenching to all areas associated with the Scope of Work.
- ◆ Replacement of all condensate drain piping at Dickey Elementary with new copper drain pipe, connected to existing roof drains.
- ◆ Except for at Dickey Elementary, new package units will be connected to the existing condensate system. During HVAC installation, existing condensate system will be inspected and any repairs required above the roof line will be made.
  - With exception of Dickey, condensate repairs to match existing (PVC or copper).
  - New condensate drain-pipe supports shall use Cooper B-Line Dura-Blok Rooftop Support, or approved equal.
- ◆ Replacement of missing insulation on MPR unit refrigerant line at Borba Elementary (note: this unit is not included in list of replacement equipment)
- ◆ Coordination with SCE for removal and reinstallation of SCE demand response devices.
- ◆ All work will comply with all code required setbacks, exhaust to intake clearances, energy systems, and life safety systems. Install all code required systems including but not limited to smoke detection controls, economizers, and/or demand control ventilation.
  - New equipment will be connected to existing controls. Building Controls upgrades are not included in this scope of work. It is assumed that any building controls upgrades required to meet Title 24 requirements will be performed by the District prior to construction of this project.
- ◆ All work will comply with all applicable current Client, local, state, and federal codes, regulations, and standards.
- ◆ Maintain equipment manufacturer required operational and performance specifications.
- ◆ Site supervision and coordination of installation activities.
- ◆ System start-up and commissioning documentation will be provided.
- ◆ Provide one (1) operations & maintenance manual with complete warranty information.
- ◆ Conduct one (1) hour of onsite training for operations, maintenance requirements, and warranty process.
- ◆ Assist with application of rebates and incentives through Utility Provider(s) and coordination of applicable measurement & verification activities.

Additional Detail for Anna Borba Elementary Classrooms 14-17:

- ◆ The existing units for these 4 classrooms are wall mount units located on covered



walkways. These units are to be converted to new split system heat pumps located in new classroom enclosures, with 2-position damper actuator on fresh air intakes. Condenser units will be roof mounted, or ground mounted if feasible. Cooling capacity will be increased to 4-tons for each unit.

## **General Services**

PACIFICWEST will provide to CLIENT all necessary resources to provide a complete and comprehensive delivery for the Work within this Agreement.

The following Work will be provided by PACIFICWEST.

- ◆ All procurement, delivery, inspection, and storage of all Equipment, including materials, machinery, labor, transportation, supervision, administration and other services and items required in order to complete and deliver Work to CLIENT
- ◆ Engineering, Performance Assurance, Project Management & Oversight
- ◆ Regular CLIENT Updates & Progress Communication
- ◆ Start Up, Punchlist & Sign Off of Project Delivery
- ◆ Utility Rebate & Incentives Processing
- ◆ Standard Industry Insurance Coverage
- ◆ Warranty Assistance For Up To 1 Year

## **Utility Rebates & Incentives**

Any and all utility rebates or incentives that are a direct result of this project will remain with CLIENT, as PACIFICWEST has no claim on any such payments.

PACIFICWEST cannot guarantee exact amounts, nor does PACIFICWEST guarantee the availability of such utility rebate & incentive funds provided by the utility provider or other governmental authority.

PACIFICWEST will reasonably assist CLIENT in the utility rebate & incentive process by identifying available programs, obtaining necessary information and applications, and providing required documentation to facilitate the direct or express utility rebate and incentive transaction. All other requirements governed by the utility provider or governmental authority are the sole responsibility of CLIENT.

## **Exclusions**

The following items are excluded from the previous listed scope of work:

- ◆ Asbestos or other hazardous waste removal, abatement, and responsibility.
- ◆ Applicable building permit applications, additional engineering, and associated fees.
- ◆ Service work, repairs, and upgrades to existing equipment not specifically addressed within the scope of work.
- ◆ Any alteration or deviations from the above specifications involving extra cost of material or labor will be executed upon written orders for same and will become an extra charge over the sum mentioned in this Agreement.



## EXHIBIT B PAYMENT SCHEDULE

In exchange for the Work, CLIENT shall pay PACIFICWEST the Agreement Sum of \$3,461,042

PACIFICWEST will issue invoices to Client for payments due based on the following Payment Schedule below and/or other mutually agreed upon progress-billing basis thereafter:

Services	Payment (\$)
HVAC	\$3,048,868
General & Administrative	
Project Engineering	\$115,487
Title 24 Compliance	\$12,832
Project Management	\$141,151
Performance Assurance	\$25,664
Insurance	\$66,880
Bond	\$50,160
<b>Totals</b>	<b>\$3,461,042</b>

## EXHIBIT C SAVINGS ANALYSIS

### INDEX

HVAC  
Other

Please refer to the attached Savings Analysis documents for the measures listed above.



## **EXHIBIT D PROJECT DELIVERY SCHEDULE**

Please refer to the attached Project Delivery Schedule. The Project Delivery Schedule completion date is based upon the Effective Agreement Date as listed.

<b>Project Milestones</b>	<b>Due Date</b>
Agreement Execution	7/28/2022
Project Kick-Off	8/24/2022
Construction Start	9/14/2022
Substantial Completion	12/30/2023
Final Completion	1/31/2024



## EXHIBIT E PERFORMANCE GUARANTEE

PACIFICWEST guarantees that the energy savings (“Guaranteed Savings”) generated by the Services during a twenty-five (25) year period commencing from the date on which CLIENT executes the Certificate of Final Completion (“Performance Guarantee Period”) will be the Guaranteed Savings amounts listed in the Guaranteed Savings Table below during the term of the Performance Guarantee Period.

### 1. Guaranteed Savings

**Project Total Cost** \$ 3,461,042

**Project Total Savings** \$ 4,998,500

**4217 Compliance** Yes

Services	Electrical Savings	Natural Gas Savings	Other Savings	Total Savings
HVAC	\$ 15,969	\$ 509	\$ 120,620	\$ 137,098
<b>Totals</b>	<b>\$ 15,969</b>	<b>\$ 509</b>	<b>\$ 120,620</b>	<b>\$ 137,098</b>

Year	Electrical	Natural Gas	Other	Total
1	\$ 15,969	\$ 509	\$ 120,620	\$ 137,098
2	\$ 16,448	\$ 524	\$ 124,239	\$ 141,211
3	\$ 16,942	\$ 540	\$ 127,966	\$ 145,448
4	\$ 17,450	\$ 556	\$ 131,805	\$ 149,811
5	\$ 17,973	\$ 573	\$ 135,759	\$ 154,305
6	\$ 18,512	\$ 590	\$ 139,832	\$ 158,934
7	\$ 19,068	\$ 608	\$ 144,027	\$ 163,702
8	\$ 19,640	\$ 626	\$ 148,348	\$ 168,614
9	\$ 20,229	\$ 645	\$ 152,798	\$ 173,672
10	\$ 20,836	\$ 664	\$ 157,382	\$ 178,882
11	\$ 21,461	\$ 684	\$ 162,103	\$ 184,249
12	\$ 22,105	\$ 705	\$ 166,967	\$ 189,776
13	\$ 22,768	\$ 726	\$ 171,976	\$ 195,469
14	\$ 23,451	\$ 747	\$ 177,135	\$ 201,333
15	\$ 24,155	\$ 770	\$ 182,449	\$ 207,373
16	\$ 24,879	\$ 793	\$ 187,922	\$ 213,595
17	\$ 25,626	\$ 817	\$ 193,560	\$ 220,002
18	\$ 26,394	\$ 841	\$ 199,367	\$ 226,602
19	\$ 27,186	\$ 867	\$ 205,348	\$ 233,401
20	\$ 28,002	\$ 893	\$ 211,508	\$ 240,403
21	\$ 28,842	\$ 919	\$ 217,854	\$ 247,615
22	\$ 29,707	\$ 947	\$ 224,389	\$ 255,043
23	\$ 30,598	\$ 975	\$ 231,121	\$ 262,694
24	\$ 31,516	\$ 1,005	\$ 238,054	\$ 270,575
25	\$ 32,462	\$ 1,035	\$ 245,196	\$ 278,692
<b>Totals</b>	<b>\$ 582,218</b>	<b>\$ 18,558</b>	<b>\$ 4,397,725</b>	<b>\$ 4,998,500</b>



## 2. Reconciliation

PACIFICWEST will provide CLIENT a Performance Guarantee Reconciliation Report within sixty (60) days following the end of each applicable Year of the Performance Guarantee Period. PACIFICWEST shall provide a total of one (1) Performance Guarantee Reconciliation Report(s) and its associated Measurement & Verification Activities during the term of the Performance Guarantee Period for Year(s) 1 only. Guaranteed Savings will be verified using the Baseline Information, Measurement & Verification Plan, and Utility Rates & Escalation Factors in the following sections to calculate Measured Savings.

The Net Savings will be calculated as follows:

Net Savings = (Measured Savings) – (Guaranteed Savings)

In the event that the Net Savings is equal to or greater than \$0, the Performance Guarantee and its associated Guaranteed Savings shall be considered satisfied and PACIFICWEST shall have no further Performance Guarantee obligations to CLIENT for the remaining Performance Guarantee Period.

In the event that the Net Savings is less than \$0, a Savings Shortfall will be recorded and the Savings Shortfall amount (“Savings Shortfall Payment”) will be paid by PACIFICWEST within sixty (60) days following each applicable Year of the Performance Guarantee Period upon CLIENT’s acceptance of the Performance Guarantee Reconciliation Report. Once the Savings Shortfall Payment is paid following each applicable Year of the Performance Guarantee Period, the Performance Guarantee and its associated Guaranteed Savings shall be considered satisfied and PACIFICWEST shall have no further Performance Guarantee obligations to CLIENT for the applicable Year of the Performance Guarantee Period for which the Savings Shortfall Payment was made.

CLIENT shall have the following options for the Savings Shortfall Payment:

- (a) Operational improvement at no expense or material inconvenience to the CLIENT that will offset and correct the Savings Shortfall amount.
- (b) Additional Work or services apart from this Agreement up to the Savings Shortfall amount.
- (c) Cash Payment.

As the mutual goal of the Parties is to maximize savings and implement a successful project, both Parties agree to negotiate in good faith towards a suitable corrective action(s) that will address any such Savings Shortfall. In the event that PACIFICWEST can correct a Savings Shortfall through an operational improvement at no expense or material inconvenience to the CLIENT and with no future operational expenses, and the CLIENT declines to allow such operational improvement, then any Savings Shortfall that the improvement would have corrected will be negated.



### **3. Baseline Information**

PACIFICWEST and CLIENT agree that the Baseline Information used in the Savings Analysis in Exhibit C for each measure is a full and accurate representation of the existing facility, equipment, hours of operation, operating assumptions, business use, energy usage, and energy rates and that such Baseline Information will be the basis on which all future energy and operational use will be compared with in order to determine the Measured Savings.

### **4. Measurement & Verification Plan (M&V)**

PACIFICWEST shall calculate Measured Savings adopting certain methodology and techniques from both the International Performance Measurement and Verification Protocol (IPMVP) and the Federal Energy Management Program (FEMP) Measurement and Verification Guidelines procedures for Option A. Retrofit Isolation: Key Parameter Measurement for the Work.

PACIFICWEST will take one-time pre-installation and post-installation energy measurements of the typical retrofitted fixtures or equipment, using a true RMS power meter or other acceptable data recording devices. Sample sizes and locations will be selected by PACIFICWEST to achieve a reasonable sample population. The minimum sample sizes are listed below based on standard precision and confidence factors. Measured Savings will be calculated by applying the analysis methods contained within the Savings Analysis in Exhibit C and the following M&V Plan in this Section using the Baseline Information, applying pre-installation and post-installation energy measurements, and Utility Rates & Escalation Factors to determine the Measured Savings.

Due to the operational and maintenance nature of Other Savings and/or Operational Savings, this portion of the Guaranteed Savings and associated Performance Guarantee Reconciliation shall be considered satisfied from the date on which CLIENT executes the Certificate of Final Completion and PACIFICWEST shall have no further obligations to CLIENT.





<b>Energy Conservation Measure (ECM) – HVAC</b>			
<b>Brief ECM Description:</b> Retrofit inefficient systems with higher efficiency units. Retrofit savings will result from lower power consumption.			
<b>M&amp;V Option:</b>	<b>Option A</b>	<b>Protocol:</b>	<b>IPMVP/FEMP M&amp;V Guidelines</b>
<p><b>Pre-Installation M&amp;V Activities:</b>  <i>(Summary of Measurements Performed, Assumptions, Other Sources of Data, Baseline Energy Use Calculation Methodology)</i></p> <ul style="list-style-type: none"> <li>○ Baseline unit power measured for system combinations representing a total of 50% of the baseline connected load. Sampling plan requires <math>\pm 20\%</math> uncertainty precision at a confidence level of 80%. For variable loaded power systems, peak demand will be measured.</li> <li>○ Baseline Operating Hours measured for usage groups representing at least 50% of the energy savings. Sampling plan requires <math>\pm 20\%</math> uncertainty precision at a confidence level of 80% and a minimum of 1 week period.</li> <li>○ Operating hours for usage groups not measured are based on data provided by CLIENT.</li> <li>○ Unit powers for systems not measured are based on manufacturer's data.</li> <li>○ Unit counts are from systems surveys.</li> <li>○ Weather dependent systems to be based on bin analysis using TMY3 weather data.</li> </ul>			
<p><b>Post-Installation M&amp;V Activities</b>  <i>(Summary of Inspections, Measurements to be performed, Reporting Requirements and Submittals)</i></p> <ul style="list-style-type: none"> <li>○ Systems survey and inspections to confirm final unit counts.</li> <li>○ Post-installation unit power measured for systems combinations representing a total of 50% of the baseline connected load. Sampling plan requires <math>\pm 20\%</math> uncertainty precision at a confidence level of 80%. For variable loaded power systems, peak demand will be measured.</li> <li>○ Post-installation Operating Hours measured for usage groups representing at least 75% of the energy savings. Sampling plan requires <math>\pm 20\%</math> uncertainty precision at a confidence level of 80% and a minimum of 1 week period.</li> <li>○ Operating hours for usage groups not measured are based on data provided by CLIENT.</li> <li>○ Unit powers for systems not measured are based on manufacturer's data.</li> <li>○ Unit counts from the systems surveys.</li> <li>○ Weather dependent systems to be based on bin analysis using TMY3 weather data.</li> </ul>			
<p><b>Energy Use and Savings Calculations:</b>  <i>(Summary of Savings Calculation Method)</i></p> <ul style="list-style-type: none"> <li>○ Pre-installation and post-installation energy consumption and demand based on analysis methods and assumptions provided in Exhibit C Savings Analysis.</li> <li>○ Savings is the difference between the pre-installation and post-installation energy consumption and demand.</li> </ul>			

**Minimum Sample Sizes For Each Usage Group**

Measured Value	Precision	Confidence	Z	Assumed Cv	Sample Size, n
Power, W (pre-installation)	+20%	80%	1.282	0.2	2
Power, W (post-installation)	+20%	80%	1.282	0.2	2
Hours (pre-installation)	+20%	80%	1.282	0.2	2
Hours (post-installation)	+20%	80%	1.282	0.2	2



## 5. Escalation Factors

Escalation factors shall be applied to the Measured Savings commencing with the Performance Guarantee Period and all future periods annually as follows:

Escalation Type	Annual Rate
Electrical	3%
Natural Gas	3%
Other	3%

## 6. Material Change

The Performance Guarantee is dependent upon and is subject to the express condition that the CLIENT operates and maintains its facilities in accordance to the parameters as outlined in the projected operations per the Savings Analysis in Exhibit C during the entire term of the Performance Guarantee Period. The CLIENT agrees to notify PACIFICWEST prior to or within 30 days of any:

- (a) A change to operating schedules, strategies, equipment and conditions in the facility from those described in the Baseline Information;
- (b) Any other changes in or at the facility that may increase or decrease energy usage, including without limitation: changes in operations, business conducted, occupancy, hours of operation, and energy consuming equipment and malfunctions, failures and related changes in energy consuming equipment;
- (c) Periods of Force Majeure;
- (d) Any damage to or destruction of the Work;
- (e) Periods during which the Work is not maintained and operated in accordance with all instructions, practices and procedures of which CLIENT has been advised in writing by PACIFICWEST, excluding normal wear and tear and Force Majeure events; or
- (f) Periods during which the Work has been altered not in accordance with manufacturers' instructions.

Each of the above (a) – (f) shall be a “Material Change” for this purposes of this Performance Guarantee. PACIFICWEST agrees to respond and advise CLIENT within 30 days of the receipt of a notice of Material Change. Upon review of such notice, PACIFICWEST will:

- 1. Continue the Performance Guarantee without adjustments; or,
- 2. Require an adjustment to the Performance Guarantee as a result of the Material Change; or,
- 3. Where a commercially reasonable adjustment to the Performance Guarantee is



unavailable, terminate the Performance Guarantee.

Failure of the CLIENT to notify PACIFICWEST of a Material Change shall void the Performance Guarantee where a commercially reasonable adjustment is unavailable and where a Savings Shortfall cannot be prevented.

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** July 21, 2022  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Richard Rideout, Assistant Superintendent, Human Resources

**SUBJECT: CONSIDERATION AND APPROVAL OF EMPLOYMENT CONTRACTS FOR THE ASSISTANT SUPERINTENDENT, CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT; ASSISTANT SUPERINTENDENT, FACILITIES, PLANNING, AND OPERATIONS; ASSISTANT SUPERINTENDENT, HUMAN RESOURCES; ASSOCIATE SUPERINTENDENT, BUSINESS SERVICES; AND ASSOCIATE SUPERINTENDENT, CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT**

=====

**BACKGROUND**

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

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

**RECOMMENDATION**

It is recommended the Board of Education consider and approve of the employment contracts for the:

- a) Assistant Superintendent, Curriculum, Instruction, Innovation, and Support;
- b) Assistant Superintendent, Facilities, Planning, and Operations;
- c) Assistant Superintendent, Human Resources;
- d) Associate Superintendent, Business Services; and
- e) Associate Superintendent, Curriculum, Instruction, Innovation, and Support.

**FISCAL IMPACT**

The positions are within the approved budget.

NE:RR:mcm

**CONTRACT FOR EMPLOYMENT OF ASSOCIATE SUPERINTENDENT**

**between the**

**BOARD OF EDUCATION**

**of the**

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**County of San Bernardino, California**

**and**

**Sandra H. Chen**

**1. OFFER**

This contract is entered into this 21<sup>st</sup> day of July 2022, by the Board of Education of the Chino Valley Unified School District (“District”) and Sandra H. Chen. The District hereby employs Sandra H. Chen as Associate Superintendent, Business Services (“Associate Superintendent”) for a term beginning July 1, 2022, and ending June 30, 2026. This contract may be extended annually, subject to the terms and conditions hereinafter set forth below, and subject to the Associate Superintendent receiving a satisfactory job performance evaluation on or before March 1<sup>st</sup> of each calendar year by the Superintendent.

**2. SALARY**

The Associate Superintendent shall be afforded the same opportunity to STEP on the salary schedule as all other employees of the District. The salary of the Associate Superintendent shall be Range 9 STEP 4, two hundred thirteen thousand, seventy-six dollars (\$213,076.00), payable in twelve (12) equal payments. The Associate Superintendent shall receive an annual salary increase that is not less than the percentage increase granted to the other management employees of the District.

**3. CHIEF BUSINESS OFFICER CERTIFICATE STIPEND**

The Associate Superintendent shall be entitled to an annual stipend of four (4%) percent of her annual salary for a Chief Business Officer Certificate which is payable in twelve (12) equal payments.

**4. LONGEVITY**

The Associate Superintendent shall be afforded the same opportunity to participate in the District's longevity program as all other management employees, which is payable in twelve (12) equal payments.

**5. FRINGE BENEFITS**

The Associate Superintendent shall be afforded the same opportunity to participate in the District's benefit program as all other management employees. The Associate Superintendent shall receive five hundred fifty dollars (\$550.00) a month to defray her costs of using her personal vehicle for District business.

**6. ORGANIZATIONAL MEMBERSHIP**

The District shall pay full dues for the Associate Superintendent's membership in the Association of California School Administrators (ACSA) or one other as deemed appropriate by the Associate Superintendent.

**7. SALARY CHANGE**

The Board of Education reserves the right to modify the annual salary rate of the Associate Superintendent's contract, provided that the salary shall not be decreased without the Associate Superintendent's consent.

**8. VACATIONS AND SICK LEAVE**

The Associate Superintendent shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this agreement, except that the Associate Superintendent shall be entitled to twenty-four (24) days vacation according to District policy. The Associate Superintendent is entitled to cash out up to thirty (30) days of unused vacation annually. In the event

of termination of employment, the Associate Superintendent shall be entitled to compensation for unused vacation at the salary range effective during the school year in which the vacation credit was earned, not to exceed 56 days. The Associate Superintendent will be entitled to twenty-two (22) days of earned sick leave per year.

**9. CONDITIONS**

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

**10. RENEWAL**

In the event the Board determines not to renew this contract, written notice shall be given to the Associate Superintendent no later than March 15th of the final year of the contract.

**11. TERMINATION FOR CAUSE**

The District may terminate this contract at any time for cause, pursuant to the California Education Code. In the event of termination for cause, the District shall have no obligation to pay remaining salary or benefits, except for that salary or benefits accrued by the Associate Superintendent through the effective date of said termination.

**12. EARLY TERMINATION BY ASSOCIATE SUPERINTENDENT**

The Associate Superintendent may terminate her obligations under this contract by giving the District at least thirty (30) days written notice in advance of said termination in which case she shall receive her salary and benefits during said period unless the parties mutually agree in writing to other provisions.

**13. EVALUATION**

The Associate Superintendent shall report to, and be directly responsible to the Superintendent. The Superintendent shall evaluate and assess in writing the performance of the Associate Superintendent at least once a year during the term of this agreement. Said evaluation and assessment shall be reasonably related to the job description of the Associate Superintendent and the goals and objectives of the District.

**14. STATEMENT REQUIRED BY GOVERNMENT CODE SECTION 53260**

The Board, at its sole discretion and without the need for any cause, may, upon giving forty-five (45) days written notice to the Associate Superintendent, terminate this Agreement. If the Board elects this option to terminate the Agreement, the District shall pay the Associate Superintendent in one lump-sum payment or equal monthly payments (at the selection of the Associate Superintendent,) beginning no later than the effective date of termination, the base salary the Associate Superintendent would have earned for the remainder of this Agreement following the effective date of termination, not to exceed the equivalent of eighteen months of salary. The Associate Superintendent shall also receive the same District paid medical, dental, and vision insurance for the same period of time in accordance with Government Code 53261.

**15. STATEMENT REQUIRED BY GOVERNMENT CODE SECTION 53243.2**

If this Contract is terminated, any cash settlement related to the termination shall be fully reimbursed to the District if the Associate Superintendent is convicted of a crime involving an abuse of her office or position.

**16. ACTION AT OPEN SESSION OF REGULAR MEETING**

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



**17. SAVINGS CLAUSE**

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

**18. COMPLETE AGREEMENT**

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

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT ON THE DATE INDICATED, UPON ACTION OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT.

**SIGNATURES OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT,**

**County of San Bernardino, California**

\_\_\_\_\_  
Christina Gagnier, President Date \_\_\_\_\_

\_\_\_\_\_  
Andrew Cruz, Vice President Date \_\_\_\_\_

\_\_\_\_\_  
James Na, Clerk Date \_\_\_\_\_

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

\_\_\_\_\_  
Joe Schaffer, Member Date \_\_\_\_\_

**SIGNATURE OF THE ASSOCIATE SUPERINTENDENT,  
BUSINESS SERVICES**

---

Sandra H. Chen

---

Date

**CONTRACT FOR EMPLOYMENT OF ASSOCIATE SUPERINTENDENT**

**between the**

**BOARD OF EDUCATION**

**of the**

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**County of San Bernardino, California**

**and**

**Grace Park, Ed.D.**

**1. OFFER**

This contract is entered into this 21<sup>st</sup> day of July 2022, by the Board of Education of the Chino Valley Unified School District (“District”) and Grace Park, Ed.D. The District hereby employs Grace Park, Ed.D. as Associate Superintendent, Curriculum, Instruction, Innovation, and Support (“Associate Superintendent”) for a term beginning July 1, 2022, and ending June 30, 2026. This contract may be extended annually, subject to the terms and conditions hereinafter set forth below, and subject to the Associate Superintendent receiving a satisfactory job performance evaluation on or before March 1<sup>st</sup> of each calendar year by the Superintendent.

**2. SALARY**

The Associate Superintendent shall be afforded the same opportunity to STEP on the salary schedule as all other employees of the District. The annual salary of the Associate Superintendent shall be Range 9 STEP 4, two hundred thirteen thousand, seventy-six dollars (\$213,076.00), The Associate Superintendent shall receive an annual salary increase that is not less than the percentage increase granted to the other management employees of the District.

**3. DOCTORAL STIPEND**

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

**4. LONGEVITY**

The Associate Superintendent shall be afforded the same opportunity to participate in the District's longevity program as all other management employees, which is payable in twelve (12) equal payments.

**5. FRINGE BENEFITS**

The Associate Superintendent shall be afforded the same opportunity to participate in the District's benefit program as all other management employees. The Associate Superintendent shall receive five hundred fifty dollars (\$550.00) a month to defray her costs of using her personal vehicle for District business.

**6. ORGANIZATIONAL MEMBERSHIP**

The District shall pay full dues for the Associate Superintendent's membership in the Association of California School Administrators (ACSA) or one other as deemed appropriate by the Associate Superintendent.

**7. SALARY CHANGE**

The Board of Education reserves the right to modify the annual salary rate of the Associate Superintendent's contract, provided that the salary shall not be decreased without the Associate Superintendent's consent.

**8. VACATIONS AND SICK LEAVE**

The Associate Superintendent shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this agreement, except that the Associate Superintendent shall be entitled to twenty-four (24) days vacation according to District policy. The Associate Superintendent is entitled to cash out up to thirty (30) days of unused vacation annually. In the event of termination of employment, the Associate Superintendent shall be entitled to compensation for unused vacation at the salary range effective during the school year in which the vacation credit was earned, not to exceed 56 days. The Associate Superintendent will be entitled to twenty-two (22) days of earned sick leave per year.

**9. CONDITIONS**

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

**10. RENEWAL**

In the event the Board determines not to renew this contract, written notice shall be given to the Associate Superintendent no later than March 15th of the final year of the contract.

**11. TERMINATION FOR CAUSE**

The District may terminate this contract at any time for cause, pursuant to the California Education Code. In the event of termination for cause, the District shall have no obligation to pay remaining salary or benefits, except for that salary or benefits accrued by the Associate Superintendent through the effective date of said termination.

**12. EARLY TERMINATION BY ASSOCIATE SUPERINTENDENT**

The Associate Superintendent may terminate her obligations under this contract by giving the District at least thirty (30) days written notice in advance of said termination in which case she shall receive her salary and benefits during said period unless the parties mutually agree in writing to other provisions.

**13. EVALUATION**

The Associate Superintendent shall report to, and be directly responsible to the Superintendent. The Superintendent shall evaluate and assess in writing the performance of the Associate Superintendent at least once a year during the term of this agreement. Said evaluation and assessment shall be reasonably related to the job description of the Associate Superintendent and the goals and objectives of the District.

**14. STATEMENT REQUIRED BY GOVERNMENT CODE SECTION 53260**

The Board, at its sole discretion and without the need for any cause, may, upon giving forty-five (45) days written notice to the Associate Superintendent, terminate this Agreement. If the Board elects this option to terminate the Agreement, the District shall pay the Associate Superintendent in one lump-sum payment or equal monthly payments (at the selection of the Associate Superintendent,) beginning no later than the effective date of termination, the base salary the Associate Superintendent would have earned for the remainder of this Agreement following the effective date of termination, not to exceed the equivalent of eighteen months of salary. The Associate Superintendent shall also receive the same District paid medical, dental, and vision insurance for the same period of time in accordance with Government Code 53261.

**15. STATEMENT REQUIRED BY GOVERNMENT CODE SECTION 53243.2**

If this Contract is terminated, any cash settlement related to the termination shall be fully reimbursed to the District if the Associate Superintendent is convicted of a crime involving an abuse of her office or position.

**16. ACTION AT OPEN SESSION OF REGULAR MEETING**

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

**17. SAVINGS CLAUSE**

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

**18. COMPLETE AGREEMENT**

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

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT ON THE DATE INDICATED, UPON ACTION OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT.

**SIGNATURES OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT,**

**County of San Bernardino, California**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Andrew Cruz, Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
James Na, Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Donald L. Bridge, Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joe Schaffer, Member

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date



**CONTRACT FOR EMPLOYMENT OF ASSISTANT SUPERINTENDENT**

**between the**

**BOARD OF EDUCATION**

**of the**

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**County of San Bernardino, California**

**and**

**Lea Fellows**

**1. OFFER**

This contract is entered into this 21<sup>st</sup> day of July 2022, by the Board of Education of the Chino Valley Unified School District (“District”) and Lea Fellows. The District hereby employs Lea Fellows as Assistant Superintendent, Curriculum, Instruction, Innovation and Support (“Assistant Superintendent”) for a term beginning July 1, 2022, and ending June 30, 2026. This contract may be extended annually, subject to the terms and conditions hereinafter set forth below, and subject to the Assistant Superintendent receiving a satisfactory job performance evaluation on or before March 1<sup>st</sup> of each calendar year by the Superintendent or designee.

**2. SALARY**

The Assistant Superintendent shall be afforded the same opportunity to STEP on the salary schedule as all other employees of the District. The annual salary of the Assistant Superintendent shall be Range 12 STEP 4, one hundred eighty-two thousand, one-hundred thirty-nine dollars (\$182,139.00), payable in twelve (12) equal payments. The Assistant Superintendent shall receive an annual salary increase that is not less than the percentage increase granted to the other management employees of the District.

**3. LONGEVITY**

The Assistant Superintendent shall be afforded the same opportunity to participate in the District's longevity program as all other management employees, which is payable in twelve (12) equal payments.

**4. FRINGE BENEFITS**

The Assistant Superintendent shall be afforded the same opportunity to participate in the District's benefit program as all other management employees. The Assistant Superintendent shall receive five hundred fifty dollars (\$550.00) a month to defray her cost of using her personal vehicle for District business.

**5. ORGANIZATIONAL MEMBERSHIP**

The District shall pay full dues for the Assistant Superintendent's membership in the Association of California School Administrators (ACSA) or one other as deemed appropriate by the Assistant Superintendent.

**6. SALARY CHANGE**

The Board of Education reserves the right to modify the annual salary rate of the Assistant Superintendent's contract, provided that the salary shall not be decreased without the Assistant Superintendent's consent.

**7. VACATIONS AND SICK LEAVE**

The Assistant Superintendent shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this agreement, except that the Assistant Superintendent shall be entitled to twenty-four (24) vacation days according to District policy. The Assistant Superintendent is entitled to cash out up to thirty (30) days of unused vacation annually. In the event of termination of employment, the Assistant Superintendent shall be entitled to compensation for unused vacation at the salary range effective during the school year in which the vacation credit was earned, not to exceed 56 days. The Assistant Superintendent will be entitled to twenty-two (22) days of earned sick leave per year.

**8. CONDITIONS**

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

**9. RENEWAL**

In the event the Board determines not to renew this contract, written notice shall be given to the Associate Superintendent no later than March 15th of the final year of the contract.

**10. TERMINATION FOR CAUSE**

The District may terminate this contract at any time for cause, pursuant to the California Education Code. In the event of termination for cause, the District shall have no obligation to pay remaining salary or benefits, except for that salary or benefits accrued by the Assistant Superintendent through the effective date of said termination.

**11. EARLY TERMINATION BY ASSISTANT SUPERINTENDENT**

The Assistant Superintendent may terminate his obligation under this contract by giving the District at least thirty (30) days written notice in advance of said termination in which case he shall receive his salary and benefits during said period unless the parties mutually agree in writing to other provisions.

**12. EVALUATION**

The Assistant Superintendent shall report to, and be directly responsible to the Superintendent or designee. The Superintendent or designee shall evaluate and assess in writing the performance of the Assistant Superintendent at least once a year during the term of this agreement. Said evaluation and assessment shall be reasonably related to the job description of the Assistant Superintendent and the goals and objectives of the District.

**13. STATEMENT REQUIRED BY GOVERNMENT CODE SECTION 53260**

The Board, at its sole discretion and without the need for any cause, may, upon giving forty-five (45) days written notice to the Assistant Superintendent, terminate this Agreement. If the Board elects this option to terminate the Agreement, the District shall pay the Assistant Superintendent in one lump-sum payment or equal monthly payments (at the selection of the Assistant Superintendent,) beginning no later than the effective date of termination, the base salary the Assistant Superintendent would have earned for the remainder of this Agreement following the effective date of termination, not to exceed the equivalent of eighteen months of salary. The Assistant Superintendent shall also receive the same District paid medical, dental, and vision insurance for the same period of time in accordance with Government Code 53261.

**14. STATEMENT REQUIRED BY GOVERNMENT CODE SECTION 53243.2**

If this contract is terminated any cash settlement related to the termination shall be fully reimbursed to the District if the Assistant Superintendent is convicted of a crime involving an abuse of her office or position.

**15. ACTION AT OPEN SESSION OF REGULAR MEETING**

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

**16. SAVING CLAUSE**

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

**17. COMPLETE AGREEMENT**

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

or variation by the Board and the Assistant Superintendent.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THEIR CONTRACT ON THE DATE INDICATED, UPON ACTION OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT.

**SIGNATURES OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT,**

**County of San Bernardino, California**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Andrew Cruz, Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
James Na, Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Donald L. Bridge, Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joe Schaffer, Member

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

**CONTRACT FOR EMPLOYMENT OF ASSISTANT SUPERINTENDENT**

**between the**

**BOARD OF EDUCATION**

**of the**

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**County of San Bernardino, California**

**and**

**Richard Rideout**

**1. OFFER**

This contract is entered into this 21<sup>st</sup> day of July 2022, by the Board of Education of the Chino Valley Unified School District (“District”) and Richard Rideout. The District hereby employs Richard Rideout as Assistant Superintendent, Human Resources (“Assistant Superintendent”) for a term beginning July 1, 2022, and ending June 30, 2026. This contract may be extended annually, subject to the terms and conditions hereinafter set forth below, and subject to the Assistant Superintendent receiving a satisfactory job performance evaluation on or before March 1<sup>st</sup> of each calendar year by the Superintendent or designee.

**2. SALARY**

The Assistant Superintendent shall be afforded the same opportunity to STEP on the salary schedule as all other employees of the District. The annual salary of the Assistant Superintendent shall be Range 12 STEP 4, one hundred eighty-two thousand, one-hundred thirty-nine dollars (\$182,139.00), payable in twelve (12) equal payments. The Assistant Superintendent shall receive an annual salary increase that is not less than the percentage increase granted to the other management employees of the District.

**3. LONGEVITY**

The Assistant Superintendent shall be afforded the same opportunity to participate in the District's longevity program as all other management employees, which is payable in twelve (12) equal payments.

**4. FRINGE BENEFITS**

The Assistant Superintendent shall be afforded the same opportunity to participate in the District's benefit program as all other management employees. The Assistant Superintendent shall receive five hundred fifty dollars (\$550.00) a month to defray his cost of using his personal vehicle for District business.

**5. ORGANIZATIONAL MEMBERSHIP**

The District shall pay full dues for the Assistant Superintendent's membership in the Association of California School Administrators (ACSA) or one other as deemed appropriate by the Assistant Superintendent.

**6. SALARY CHANGE**

The Board of Education reserves the right to modify the annual salary rate of the Assistant Superintendent's contract, provided that the salary shall not be decreased without the Assistant Superintendent's consent.

**7. VACATIONS AND SICK LEAVE**

The Assistant Superintendent shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this agreement, except that the Assistant Superintendent shall be entitled to twenty-four (24) vacation days according to District policy. The Assistant Superintendent is entitled to cash out up to thirty (30) days of unused vacation annually. In the event of termination of employment, the Assistant Superintendent shall be entitled to compensation for unused vacation at the salary range effective during the school year in which the vacation credit was earned, not to exceed 56 days. The Assistant Superintendent will be entitled to twenty-two (22) days of earned sick leave per year.

**8. CONDITIONS**

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

**9. RENEWAL**

In the event the Board determines not to renew this contract, written notice shall be given to the Associate Superintendent no later than March 15th of the final year of the contract.

**10. TERMINATION FOR CAUSE**

The District may terminate this contract at any time for cause, pursuant to the California Education Code. In the event of termination for cause, the District shall have no obligation to pay remaining salary or benefits, except for that salary or benefits accrued by the Assistant Superintendent through the effective date of said termination.

**11. EARLY TERMINATION BY ASSISTANT SUPERINTENDENT**

The Assistant Superintendent may terminate his obligation under this contract by giving the District at least thirty (30) days written notice in advance of said termination in which case he shall receive his salary and benefits during said period unless the parties mutually agree in writing to other provisions.

**12. EVALUATION**

The Assistant Superintendent shall report to, and be directly responsible to the Superintendent or designee. The Superintendent or designee shall evaluate and assess in writing the performance of the Assistant Superintendent at least once a year during the term of this agreement. Said evaluation and assessment shall be reasonably related to the job description of the Assistant Superintendent and the goals and objectives of the District.



**13. STATEMENT REQUIRED BY GOVERNMENT CODE SECTION 53260**

The Board, at its sole discretion and without the need for any cause, may, upon giving forty-five (45) days written notice to the Assistant Superintendent, terminate this Agreement. If the Board elects this option to terminate the Agreement, the District shall pay the Assistant Superintendent in one lump-sum payment or equal monthly payments (at the selection of the Assistant Superintendent,) beginning no later than the effective date of termination, the base salary the Assistant Superintendent would have earned for the remainder of this Agreement following the effective date of termination, not to exceed the equivalent of eighteen months of salary. The Assistant Superintendent shall also receive the same District paid medical, dental, and vision insurance for the same period of time in accordance with Government Code 53261.

**14. STATEMENT REQUIRED BY GOVERNMENT CODE SECTION 53243.2**

If this contract is terminated any cash settlement related to the termination shall be fully reimbursed to the District if the Assistant Superintendent is convicted of a crime involving an abuse of his office or position.

**15. ACTION AT OPEN SESSION OF REGULAR MEETING**

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

**16. SAVING CLAUSE**

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

**17. COMPLETE AGREEMENT**

The Contract is the full and complete agreement between the parties hereto. Any amendment, modifications, or variations from the terms of this Contract shall be in

writing and shall be effective only upon approval of such amendment, modification, or variation by the Board and the Assistant Superintendent.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THEIR CONTRACT ON THE DATE INDICATED, UPON ACTION OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT.

**SIGNATURES OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT,**

**County of San Bernardino, California**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Andrew Cruz, Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
James Na, Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Donald L. Bridge, Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joe Schaffer, Member

\_\_\_\_\_  
Date

**SIGNATURE OF THE ASSISTANT SUPERINTENDENT, HUMAN RESOURCES**

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

\_\_\_\_\_  
Date

**CONTRACT FOR EMPLOYMENT OF ASSISTANT SUPERINTENDENT**

**between the**

**BOARD OF EDUCATION**

**of the**

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**County of San Bernardino, California**

**and**

**Gregory J. Stachura**

**1. OFFER**

This contract is entered into this 21<sup>st</sup> day of July 2022, by the Board of Education of the Chino Valley Unified School District (“District”) and Gregory J. Stachura. The District hereby employs Gregory J. Stachura as Assistant Superintendent, Facilities, Planning & Operations (“Assistant Superintendent”) for a term beginning July 1, 2022, and ending June 30, 2026. This contract may be extended annually, subject to the terms and conditions hereinafter set forth below, and subject to the Assistant Superintendent receiving a satisfactory job performance evaluation on or before March 1<sup>st</sup> of each calendar year by the Superintendent or designee.

**2. SALARY**

The Assistant Superintendent shall be afforded the same opportunity to STEP on the salary schedule as all other employees of the District. The annual salary of the Assistant Superintendent shall be Range 12 STEP 4, one hundred eighty-two thousand, one-hundred thirty-nine dollars (\$182,139.00), payable in twelve (12) equal payments. The Assistant Superintendent shall receive an annual salary increase that is not less than the percentage increase granted to the other management employees of the District.

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Superintendent will be entitled to twenty-two (22) days of earned sick leave per year.

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**9. RENEWAL**

In the event the Board determines not to renew this contract, written notice shall be given to the Associate Superintendent no later than March 15th of the final year of the contract.

**10. TERMINATION FOR CAUSE**

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**12. EVALUATION**

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amendment, modifications, or variations from the terms of this Contract shall be in writing and shall be effective only upon approval of such amendment, modification, or variation by the Board and the Assistant Superintendent.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THEIR CONTRACT ON THE DATE INDICATED, UPON ACTION OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT.

**SIGNATURES OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT,**

**County of San Bernardino, California**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Andrew Cruz, Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
James Na, Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Donald L. Bridge, Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joe Schaffer, Member

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: REVISIONS TO THE CERTIFICATED AND CLASSIFIED  
MANAGEMENT LONGEVITY SCHEDULES**

=====

**BACKGROUND**

Currently, all management employees, receive a longevity increase at the completion of fifteen (15) years of service at a flat rate. The flat rate is increased every five (5) years of service up to thirty (30) years of service.

It is recommended that the first longevity increase start at ten (10) years of service at 2%. After each additional five (5) years of service, the percentage would increase by 2% up until thirty (30) years of service. This new schedule would be effective July 1, 2022.

Old rates are ~~line through~~, new rates in **bold**, and new language in caps.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the revisions to the certificated and classified management longevity schedules.

**FISCAL IMPACT**

The fiscal impact to the general fund is approximately \$253,364.00

NE:RR:IB:ED:mcm



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**Certificated Management Salary Schedule**  
**2021/2022 Effective July 1, 2021**  
Includes 1.47% Increase  
**Longevity Revision Effective July 1, 2022**

<b>RANGE</b>	<b>POSITION</b>	<b>DAYS</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
14	Principal, High School	225			141,290	145,769	150,293
15	Director Access and Equity Alternative Education Assessment and Instructional Technology Elementary Curriculum Health Services Human Resources Professional Development Secondary Curriculum Special Education Student Support Services Technology	226		137,896	143,411	147,956	152,549
16	Principal, Jr. High	215	118,323	122,343	126,387	130,402	135,747
17	Principal, Elementary	215	117,317	121,317	125,309	129,327	133,323
18	Principal, Adult School/Boys Republic	225	122,278	126,433	130,615	134,770	138,953
19	Principal, Buena Vista Continuation	215	116,369	120,275	124,249	128,198	132,174
21	Asst. Principal, High School	210	109,521	113,231	116,990	120,721	124,455
21	Program Specialist	210	109,521	113,231	116,990	120,721	124,455
22	Asst. Principal, Jr. High Asst. Principal, Buena Vista/CVLA	205	102,688	106,172	109,701	113,187	116,695
23	Coordinator Assessment Behavior Intervention Charter Schools Child Development Child Welfare and Attendance Elementary Curriculum Equity, Diversity, and Student Support Systems Linked Learning MTSS-B Parent and Family Engagement Secondary Curriculum Special Education Special Projects Teacher Support	226	111,829	115,649	119,446	123,270	127,093
24	Asst. Principal, Elementary	205	101,420	104,905	108,340	111,802	115,270

<b>Longevity Certificated Management</b>		
10 YEARS OF SERVICE		<b>2%</b>
15 Years of Service	\$1,701	<b>4%</b>
20 Years of Service	\$3,402	<b>6%</b>
25 Years of Service	\$5,105	<b>8%</b>
30 Years of Service	\$6,808	<b>10%</b>
EXPERIENCE OUTSIDE CVUSD IS NEGOTIABLE.		

BOARD APPROVED:

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**Classified Management Salary Schedule**  
**2021/2022 Effective July 1, 2021**  
**Includes 1.47% Increase**  
**Longevity Revision Effective July 1, 2022**

RANGE	POSITION	DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
15	<b>Director</b> Fiscal Services Human Resources Maintenance, Operations, and Construction Nutrition Services Risk Management and Human Resources Planning Technology Transportation Communications	261		137,896	143,411	147,956	152,549
26B	<b>Coordinator</b> Information Services Innovation and Creative Services Payroll and Benefits Technology	261	97,330	100,244	103,254	106,349	109,540
27	Accounting Manager	261	97,330	100,244	103,254	106,349	109,540
28	Occupational Therapist	221	92,031	95,176	98,311	101,438	104,578
29	Behavioral Health Clinical Program Supervisor	248	94,112	97,330	100,536	103,632	106,945
29A	Behavior Intervention Specialist McKinney-Vento Grant Program Manager	220	83,486	86,340	89,184	92,020	94,868
29B	Behavior Intervention Program Supervisor	255	96,770	100,076	103,374	106,661	109,962
31	Assistant Director, Nutrition Services	261	89,746	92,799	95,856	98,933	101,986
31A	<b>Coordinator</b> Construction Sustainability Procurement	261	89,746	92,799	95,856	98,933	101,986
31B	<b>Coordinator</b> Child Development	261	89,746	92,799	95,856	98,933	101,986
36	Transportation Supervisor Maintenance and Operations Supervisor Payroll Supervisor Nutrition Supervisor	261	77,963	80,609	83,272	85,925	88,597
38	Duplicating Manager	261	72,621	75,085	77,555	80,065	82,534
40	After School Grant Funded Manager	230	64,967	67,177	69,411	71,623	73,833
40A	Behavior Intervention Associate	190	53,668	55,494	57,339	59,167	60,993
41	Operations Manager, Nutrition	261	75,649	78,264	80,926	83,438	86,013

<b>Longevity Classified Management</b>		
10 YEARS OF SERVICE		<b>2%</b>
15 Years of Service	\$1,701	<b>4%</b>
20 Years of Service	\$3,402	<b>6%</b>
25 Years of Service	\$5,105	<b>8%</b>
30 Years of Service	\$6,808	<b>10%</b>
EXPERIENCE OUTSIDE CVUSD IS NEGOTIABLE.		

BOARD APPROVED:

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**REGULAR MEETING OF THE BOARD OF EDUCATION**  
June 16, 2022  
**MINUTES**

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

**I.A. CALL TO ORDER – 4:30 P.M.**

1. Roll Call

President Gagnier called to order the regular meeting of the Board of Education, Thursday, June 16, 2022, at 4:30 p.m. with Bridge, Schaffer, and Gagnier present. Mr. Na arrived at 4:35 p.m. and Mr. Cruz arrived at 4:57 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 Gagnier adjourned to closed session at 4:30 p.m. regarding student discipline matters; public employee appointment: Director, Special Education; Director, Transportation; elementary school assistant principal and principals; junior high school principal; and 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 Gagnier reconvened the regular meeting of the Board of Education at 6:00 p.m. with Bridge, Cruz, Na, Schaffer, and Gagnier present. The Board met in closed session from 4:30 p.m. to 5:05 p.m. regarding student discipline matters; public employee appointment: Director, Special Education; Director, Transportation; elementary school assistant principal and principals; junior high school principal; and high school assistant principal; and public employee performance evaluation: Superintendent.

The Board made the following appointments: JuliAnn Lopez as principal of Rolling Ridge ES effective July 11, 2022; Monica Hyland as principal of Country Springs ES effective July 11, 2022; William Cary as Director, Transportation effective July 1, 2022; Willa McReynolds as Director, Special Education effective July 1, 2022; and Jeanette Kwon as assistant principal of Butterfield Ranch ES effective July 18, 2022, with Bridge, Na, Schaffer, and Gagnier voting yes, and Cruz absent during the vote (4-0). No further action was taken that required public disclosure.

- 2. Pledge of Allegiance  
Led by President Gagnier.

**I.C. COMMENTS FROM EMPLOYEE REPRESENTATIVES**

Barbara Bearden, CHAMP President, congratulated newly appointed administrators; extended retirement wishes to Dr. Johnson, Director of Health Services, and Paula Thomas, principal of Rolling Ridge ES; and wished everyone a good summer.

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

The following individuals addressed the Board: Jim Gallagher to announce a Chino Valley Chamber of Commerce event; Agnes Mazur regarding mental health efforts; and Misty regarding special education student needs.

**I.E. CHANGES AND DELETIONS**

None.

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

**II.A.1. Resolution 2021/2022-83, Order of Election and Specifications of the Election Order in the Chino Valley Unified School District of San Bernardino County, California; Resolution Ordering School District Election for Governing Board Members Whose Terms Expire December 9, 2022**

Moved (Na) seconded (Bridge) carried unanimously (5-0) to adopt Resolution 2021/2022-83, Order of Election and Specifications of the Election Order in the Chino Valley Unified School District of San Bernardino County, California; Resolution Ordering School District Election for Governing Board Members Whose Terms Expire December 9, 2022.

**II.B. BUSINESS SERVICES**

**II.B1. Adoption of the 2022/2023 Budget**

Moved (Na) seconded (Bridge) carried unanimously (5-0) to adopt the 2022/2023 budget for all funds and authorized the Superintendent or designee to sign the 2022/2023 District Certification of Budget Adoption.

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

**II.C.1. 2022/2023 Local Control and Accountability Plan**

Moved (Na) seconded (Bridge) carried unanimously (5-0) to adopt the 2022/2023 Local Control and Accountability Plan.

**II.C.2. Title 1 Schoolwide Programs Waiver and Recommendation for Schoolwide Programs as the Best Way to Serve the Student Population at Cattle ES and Briggs K-8**

Moved (Na) seconded (Bridge) carried unanimously (5-0) to approve the Title 1 Schoolwide Programs Waiver and recommendation for Schoolwide Programs as the best way to serve the student population at Cattle ES and Briggs K-8.

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

**II.D.1. Approval of Land Purchase for Preserve School #2**

Moved (Na) seconded (Bridge) carried unanimously (5-0) to approve the land purchases of Preserve School #2.

*Mr. Schaffer left the meeting at 6:17 p.m.*

<b>III. CONSENT</b>
---------------------

President Gagnier pulled for separate action item III.D.2. Moved (Na) seconded (Bridge) motion carried (4-0) to approve the consent items.

**III.A. ADMINISTRATION**

**III.A.1. Minutes of the June 2, 2022 Regular Meeting**

Approve the minutes of the June 2, 2022 regular meeting.

**III.A.2. Resolution 2021/2022-84, Board Compensation for James Na for June 2, 2022 Missed Meeting**

Adopted Resolution 2021/2022-84, Board Compensation for James Na for June 2, 2022 Missed Meeting.

**II.B. BUSINESS SERVICES**

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

Approved/ratified the warrant register.

**III.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.

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

Approved/ratified the fundraising activities.

**III.B.4. Donations**

Accepted the donations.

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

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

**III.B.6. Resolution 2021/2022-86, Use of 2022/2023 Education Protection Account Funds**

Adopted Resolution 2021/2022-86, Use of 2022/2023 Education Protection Account Funds.

**III.B.7. Resolution 2021/2022-87, Transfers of Appropriations for 2022/2023**

Adopted Resolution 2021/2022-87, Transfers of Appropriations for 2022/2023.

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

**III.C.1. Student Expulsion Cases 21/22-48, 21/22-49, 21/22-50, 21/22-51, and 21/22-53**

Approved student expulsion cases 21/22-48, 21/22-49, 21/22-50, 21/22-51, and 21/22-53.

**III.C.2. School Sponsored Trips**

Approved/ratified the school-sponsored trips for: Eagle Canyon ES, Ayala HS, Chino Hills HS, and Don Lugo HS.

**III.C.3. Local Agreement for Child Development Services CSPP-2407 and the Adoption of Resolution 2021/2022-89**

Approved the Local Agreement for Child Development Services CSPP-2407 and the adoption of Resolution 2021/2022-89.

**III.C.4. Renewal of the Secondary District Plan and Application for the Work Experience Education Program**

Approved the renewal of the Secondary District Plan Application for the Work Experience Education program.

**III.C.5. Agricultural Career Technical Education Incentive Grant 2022/2023 Application for Funding for Don Lugo HS**

Approved the Agricultural Career Technical Education Incentive Grant 2022/2023 Application for Funding for Don Lugo HS.

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

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

Approved/ratified the purchase order register.

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

Moved (Na) seconded (Bridge) motion carried (3-0-1, Gagnier recused herself) to approve/ratify the Agreements for Contractor/Consultant Services.

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

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

**III.D.4. Resolution 2021/2022-85, Authorization to Utilize a Piggyback Contract**

Adopted Resolution 2021/2022-85, Authorization to Utilize a Piggyback Contract.

**III.D.5. Resolution 2021-2022-88, Authorizing the Procurement of District-Wide Waste Handling and Related Services Without Competitive Bidding**

Adopted Resolution 2021/2022-88, Authorizing the Procurement of District-Wide Waste Handling and Related Services Without Competitive Bidding.

**III.D.6. Request for Proposals 21-22-14, Solid Waste Disposal and Recycling Services**

Awarded RFP 21-22-14, Solid Waste Disposal and Recycling Services to USA Waste of California, Inc., dba Waste Management.

**III.D.7. Bid 21-22-19I, Warehouse Refrigerator and Freezer Replacement Project**

Awarded Bid 21-22-19I, Warehouse Refrigerator and Freezer Replacement Project to Wakeco, Inc.

**III.D.8. Bid 22-23-04F, Allegiance Steam Academy Portable Project**

Awarded Bid 22-23-04F, Allegiance STEAM Academy Portable Project to Wakeco, Inc.

**III.D.9. Change Order and Notice of Completion for Bid 21-22-01F, Dickey ES, Eagle Canyon ES, Newman ES, and Rhodes ES Poured in Place (PIP) Rubber Installation**

Approved the Change Order and Notice of Completion for Bid 21-22-10F, Dickey ES, Eagle Canyon ES, Newman ES, and Rhodes ES Poured in Place (PIP) Rubber Installation.

**III.E. HUMAN RESOURCES**

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

Approved/ratified the certificated/classified personnel items.

**III.E.2. New Job Description for School Community Liaison/Bilingual-Mandarin**

Approved the new job description for School Community Liaison/Bilingual-Mandarin.

**IV. INFORMATION**

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

**IV.A.1. Local Indicators for the California School Dashboard**

Received for information the report on Local Indicators for the California School Dashboard.

**IV.A.2. A-G Completion Improvement Grant Plan**

Received for information the A-G Completion Improvement Grant Plan.

**V. COMMUNICATIONS**

**BOARD MEMBERS AND SUPERINTENDENT**

Don Bridge extended well wishes for the summer and approaching 4<sup>th</sup> of July weekend.

James Na requested that a coordinator or supervisor from the Special Education department meet with the parent who addressed the Board regarding special education; spoke about meeting the social emotional needs of students; spoke about inter-district transfers; asked to support site principals, teachers, and support staff to build a good culture; spoke about politicians from Sacramento hurting public education for past decades; thanked parents for attending meetings and showing interest in students; acknowledged parent Sonja Shaw; and said one of his most delightful moments as a Board member was attending special education dances.



Andrew Cruz spoke about the importance of social emotional learning and school counselors; said it is important to be proactive in order to lessen emotional strain that is coming; acknowledged Sandra Chen, Associate Superintendent, Business Services, for a job consistently well done; spoke about divisiveness; read part of Public Safety/SB 1273 and questioned how the bill supports safety; listed the 10 deadliest cities in the United States, and said the common factor is democratic mayors; spoke about the new term Sudden Adult Death Syndrome (SADS) in healthy young people, which has baffled doctors; spoke about the push for mandatory vaccinations of students; said it is important to have people doing what is the best for kids; and spoke about evictions and what happened in 2008 when people lost their homes.

Superintendent Enfield made no comment.

President Gagnier asked for a recommendation from Dr. Enfield and Cabinet regarding adding further school safety supports on junior high school campuses, and what can be done to enhance those supports; said the Chino Valley Chamber of Commerce has its grand reopening on June 30; and announced that the District's online one-stop-shop for mental health resources launches on July 1.

**VI. ADJOURNMENT**

President Gagnier adjourned the regular meeting of the Board of Education at 6:33 p.m.

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

\_\_\_\_\_  
James Na, 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:** July 21, 2022  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Sandra H. Chen, Associate Superintendent, Business Services  
Liz Pensick, Director, Fiscal Services  
**SUBJECT: WARRANT REGISTER**

=====

**BACKGROUND**

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

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

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

\$2,959,948.85 to all District funding sources.

NE:SHC:LP:if

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** July 21, 2022  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Sandra H. Chen, Associate Superintendent, Business Services  
Liz Pensick, Director, Fiscal Services  
**SUBJECT: 2022/2023 APPLICATIONS TO OPERATE FUNDRAISING  
ACTIVITIES AND OTHER ACTIVITIES FOR THE BENEFIT OF  
STUDENTS**

=====

**BACKGROUND**

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

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

**RECOMMENDATION**

It is recommended the Board of Education approve/ratify the 2022/2023 applications to operate fundraising activities and other activities for the benefit of students.

**FISCAL IMPACT**

None.

NE:SHC:LP:if

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**July 21, 2022**

**2022/2023 AUTHORIZATION TO OPERATE FUNDRAISING ACTIVITIES  
AND OTHER ACTIVITIES FOR THE BENEFIT OF STUDENTS**

<b><u>School</u></b>	<b><u>Organization</u></b>
Country Springs ES	PFA
Dickson ES	PTA
Eagle Canyon ES	PTA
Glenmeade ES	PTA
Liberty ES	PTO
Marshall ES	PTO
Rhodes ES	PEP Club
Rolling Ridge ES	PTA
Wickman ES	PTO
Cal Aero K-8	Preserve Flight Crew
Ayala HS	Band & Color Guard Boosters
Ayala HS	Cross Country Boosters
Ayala HS	Football Boosters
Ayala HS	Spirit Boosters
Don Lugo HS	Band Boosters

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** July 21, 2022  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Sandra H. Chen, Associate Superintendent, Business Services  
Liz Pensick, Director, Fiscal Services  
**SUBJECT: FUNDRAISING ACTIVITIES**

=====

**BACKGROUND**

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

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

None.

NE:SHC:LP:if

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**July 21, 2022**

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<b><u>Cattle ES</u></b>		
PFA	Various Grams	8/1/22 - 5/25/23
PFA	Birthday Marquee	8/1/22 - 6/30/23
<b><u>Chaparral ES</u></b>		
PTO	Spirit Wear	8/1/22 - 5/31/23
PTO	Kona Shaved Ice	8/5/22
PTO	Membership Drive	8/8/22 - 9/30/22
PTO	Birthday Marquee	8/8/22 - 5/31/23
PTO	Back to School Grams	8/15/22 - 8/19/22
PTO	Think n Local	8/26/22 - 9/25/22
PTO	Ultra Fun Run	10/5/22 - 10/20/22
PTO	Pumpkin Grams	10/17/22 - 10/21/22
PTO	Fall Book Fair	10/24/22 - 10/28/22
ASB - 6th Grade	Boon Supply	10/31/22 - 11/10/22
PTO	Holiday Boutique	12/5/22 - 12/9/22
PTO	Holiday Grams	12/5/22 - 12/9/22
PTO	Penny Wars	1/9/23 - 1/13/23
PTO	Movie Night	1/20/23
PTO	Mother Son Dance	2/17/23
PTO	Shamrock Grams	3/6/23 - 3/10/23
PTO	Father Daughter Dance	3/24/23
PTO	Spring Grams	4/10/23 - 4/14/23
PTO	Movie Night	4/14/23
PTO	Think n Local	4/28/23 - 5/21/23
PTO	End of Year Event	5/19/23
PTO	Spring Book Fair	5/8/23 - 5/12/23
<b><u>Cortez ES</u></b>		
PFA	Membership Drive	8/8/22 - 5/25/23
PFA	Spirit Wear	8/8/22 - 5/25/23
PFA	Amazon Smile	8/8/22 - 5/25/23
PFA	Trunk-or-Treat	10/21/22
PFA	Santa Shop	12/5/22 - 12/9/22
PFA	Scholastic Book Fair	1/9/23 - 1/13/23
PFA	Party Kingdom	2/1/23 - 2/15/23

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**July 21, 2022**

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<b><u>Country Springs ES</u></b>		
PFA	Silent Auction	8/8/22 - 8/19/22
PFA	After School Concessions	8/8/22 - 5/26/23
PFA	Book Fair	8/8/22 - 5/26/23
PFA	Family Dine Outs	8/8/22 - 5/26/23
PFA	Marquee Ads	8/8/22 - 5/26/23
PFA	Spirit Wear	8/8/22 - 5/26/23
PFA	Yearbook	8/8/22 - 5/26/23
PFA	Fall Online Fundraiser	9/12/22 - 9/29/22
PFA	Spring Pledge	2/27/23 - 3/17/23
<b><u>Dickson ES</u></b>		
PTA	Penny Wars	8/5/22 - 5/25/23
PTA	Spirit Wear	8/5/22 - 5/25/23
PTA	After School Concessions	8/5/22 - 5/25/23
PTA	Kona Shaved Ice	8/5/22 - 5/25/23
PTA	Think n Local	8/5/22 - 5/52/23
PTA	Family Dine Outs	8/8/22 - 5/25/23
PTA	Birthday Marquee	8/8/22 - 5/25/23
PTA	Wednesday Snack Sales	8/8/22 - 5/25/23
PTA	Book Fair	8/22/22 - 9/30/22
PTA	Membership Drive	9/26/22 - 10/7/22
PTA	Holiday Grams	10/7/22 - 5/25/23
PTA	Veterans' Theme Car Show Entry Fees	11/9/22 - 11/18/22
PTA	Veterans' Theme Car Show Concessions	11/9/22 - 11/18/22
PTA	Family Game/Paint Night	11/18/22
PTA	Santa Buddy Pics	12/9/22
PTA	Santa's Workshop	12/9/22 - 12/13/22
PTA	Family Game/Paint Night	1/4/23
PTA	Catalog Sales	1/4/23 - 1/31/23
PTA	Valentine Buddy Pics	2/10/23
PTA	Farmer's Market	2/20/23 - 5/25/23
PTA	See's Candies	3/1/23 - 4/28/23
PTA	Angels Game	3/1/23 - 4/30/23
PTA	Fun Run	3/1/23 - 5/25/23
PTA	Spring Dance Tickets & Concessions	4/14/23 - 4/22/23
PTA	6th Grade Promotion Leis	5/15/23 - 5/25/23

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**July 21, 2022**

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<b><u>Eagle Canyon ES</u></b>		
PTA	Scholastic Book Fair	8/19/22 - 8/26/22
PTA	After School Concessions	8/30/22 - 5/20/23
PTA	Think n Local	9/2/22 - 5/20/23
PTA	Family Night Events	9/16/22 - 5/23/23
PTA	Fall Family Festival	9/26/22 - 10/21/22
PTA	Coin Wars	1/23/23 - 1/27/23
PTA	Fun Run	2/17/23 - 3/2/23
PTA	See's Candies	3/25/23 - 4/9/23
<b><u>Glenmeade ES</u></b>		
PTA	Spirit Wear	8/5/22 - 5/31/23
PTA	Believe Kids	8/8/22 - 5/31/23
PTA	Monthly Dine Outs	8/8/22 - 5/31/23
<b><u>Liberty ES</u></b>		
PTO	T- Shirt Sales	8/5/22 - 5/25/23
PTO	Membership Drive	8/22/22 - 9/2/22
PTO	Family Dine Outs	8/22/22 - 5/25/23
PTO	Juice It Up!	8/22/22 - 5/25/23
PTO	Kona Shaved Ice	8/22/22 - 5/25/23
PTO	Family Movie Night	9/30/22
PTO	Holiday Grams	10/17/22 - 5/25/23
PTO	Trunk-or-Treat	10/28/22
PTO	Scholastic Book Fair	11/14/22 - 11/18/22
PTO	Paint Night	1/24/23
PTO	Father & Daughter Dance	2/10/23
PTO	Mother & Son Dance	3/10/23
<b><u>Marshall ES</u></b>		
PTO	Membership Drive	8/1/22 - 9/15/22
PTO	Monthly Dine Outs	8/1/22 - 6/1/23
PTO	Snack Shack & Popsicle Sales	8/1/22 - 6/1/23
PTO	Spirit Wear	8/1/22 - 6/1/23
PTO	Chuck E. Cheese Family Dine Out	8/26/22



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**July 21, 2022**

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<b><u>Rhodes ES</u></b>		
PEP Club	Online Spirit Wear	7/22/22 - 6/30/23
PEP Club	Meet Your Professor	8/5/22
PEP Club	Collegiate Night	8/23/22
PEP Club	BJ's Family Fun Night	8/30/22
<b><u>Rolling Ridge ES</u></b>		
PTA	Box Tops for Education	8/8/22 - 5/25/23
PTA	Juice It Up!	8/8/22 - 5/25/23
PTA	Membership Drive	8/9/22 - 6/1/23
PTA	Birthday Marquee	8/9/22 - 6/1/23
PTA	Spirit Wear	8/9/22 - 6/1/23
PTA	Amazon Smile	8/9/22 - 6/1/23
PTA	Chino Hills Pizza Co. Dine Out	8/24/22
PTA	Believe Kids Catalog Sales	8/29/22 - 9/9/22
PTA	Fall Scholastic Book Fair	9/26/22 - 9/30/22
PTA	Chipotle Dine Out	9/28/22
PTA	Family Fun Night	10/28/22
PTA	Holiday Boutique	11/28/22 - 12/2/22
PTA	Pennies for Patients	1/23/23 - 2/3/23
PTA	Apex Fun Run	2/27/23 - 3/10/23
PTA	Spring Scholastic Book Fair	4/24/23 - 4/28/23
PTA	Spring Program Vendors	5/17/23
PTA	Spring Program Concessions	5/17/23
<b><u>Wickman ES</u></b>		
PTO	Spirit Wear	7/22/22 - 6/30/23
PTO	Movie Night	8/8/22
PTO	Family Dine Out	8/8/22 - 5/30/23
PTO	Birthday Marquee	8/8/22 - 6/30/23
PTO	Movie Night	9/9/22
PTO	Scholastic Book Fair	9/19/22 - 9/23/23
PTO	Fall Family Festival	9/21/22
PTO	Walk-A-Thon	10/25/22 - 11/8/22
PTO	Holiday Boutique	11/28/22 - 12/2/22
PTO	Movie Night	12/9/22
PTO	Movie Night	2/24/23
PTO	Read-A-Thon	3/6/23 - 3/24/23
PTO	Book & Art Fair	5/9/23 - 5/13/23

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**July 21, 2022**

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<b><u>Cal Aero K-8</u></b>		
Preserve Flight Crew	Membership Drive	7/22/22 - 6/30/23
Preserve Flight Crew	Spirit Wear	7/22/22 - 6/30/23
Preserve Flight Crew	Family Dine Outs	9/1/22 - 6/30/23
<b><u>Canyon Hills JHS</u></b>		
ASB - National Jr. Honor Society	Fund Drive	8/10/22 - 10/1/22
<b><u>Magnolia JHS</u></b>		
ASB - General	Yearbooks	8/1/22 - 5/25/23
ASB - General	Staff Honor Roll Shirts	8/4/22 - 9/1/22
ASB - Athletics	PE Clothes & Locks	8/8/22 - 5/25/23
ASB - General	Concessions	8/12/22 - 5/19/23
ASB - General	It's Yogurt	8/17/22
ASB - General	Step It Up!	8/24/22 - 9/2/22
ASB - National Jr. Honor Society	Membership Drive	9/1/22 - 10/1/22
ASB - General	Titan Burgers	9/21/22
ASB - AVID	World's Finest Chocolate	9/26/22 - 10/14/22
ASB - General	Sweatshirt Sales	10/1/22 - 10/15/22
ASB - General	Halloween Grams	10/25/22 - 10/29/22
ASB - General	Pieology	10/26/22
ASB - General	World's Finest Chocolate	11/2/22 - 12/2/22
ASB - General	Winter Grams	12/13/22 - 12/15/22
ASB - Travel Club	World's Finest Chocolate	1/3/23 - 1/13/23
ASB - General	Color Run	2/7/23 - 3/17/23
ASB - General	Valentine Grams	2/8/23 - 2/14/23
ASB - General	Cinco De Mayo Grams	5/3/23 - 5/5/23
<b><u>Ramona JHS</u></b>		
ASB - Athletics	PE Clothes & Locks	7/25/22 - 5/5/23
ASB - General	Spirit Wear	7/25/22 - 5/5/23
ASB - General	After School Concessions	8/8/22 - 5/19/23
ASB - General	Kona Shaved Ice	8/22/22 - 11/4/22
ASB - General	World's Finest Chocolate	9/12/22 - 11/14/22
ASB - General	Breast Cancer Awareness Ribbons	10/3/22 - 10/31/22
ASB - General	Halloween Grams	10/17/22 - 10/31/22
ASB - General	Hot Chocolate	1/9/23 - 2/10/23
ASB - General	Valentine Grams	2/1/23 - 2/10/23

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**July 21, 2022**

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<b><u>Ramona JHS</u></b> (cont.)		
ASB - General	Kona Shaved Ice	4/3/23 - 5/19/23
ASB - General	Thanksgiving Grams	11/1/22 - 11/16/22
ASB - General	Holiday Grams	12/1/22 - 12/13/22
<b><u>Ayala HS</u></b>		
Band & Color Guard Boosters	Penny Wars	7/22/22 - 8/31/22
Spirit Boosters	Jr. Cheer Camp	7/22/22 - 8/31/22
Cross Country Boosters	Cannataro's Dine Out	7/22/22 - 12/1/22
Cross Country Boosters	JambaJuice	7/22/22 - 12/1/22
Cross Country Boosters	Grand Marceline Company	7/22/22 - 12/1/22
Cross Country Boosters	Blast Athletics	7/22/22 - 5/25/23
Spirit Boosters	Chipotle Dine Out	7/22/22 - 5/31/23
Spirit Boosters	See's Candies	7/22/22 - 5/31/23
Spirit Boosters	Blast.com	7/22/22 - 5/31/23
Spirit Boosters	Julimen, Inc.	7/22/22 - 5/31/23
Spirit Boosters	Spirit Wear	7/22/22 - 5/31/23
Spirit Boosters	Chino Hills Pizza Co.	7/22/22 - 5/31/23
Cheer Boosters	Chipotle Dine Out	7/22/22 - 5/31/23
Cross Country Boosters	Amazon Smile	7/22/22 - 6/1/23
Cross Country Boosters	Business Sponsorships	7/22/22- 6/1/23
Cross Country Boosters	Fair Donation Packs	7/22/22 - 6/1/23
Cheer Boosters	Julimen, Inc.	7/22/22 - 6/1/23
Cheer Boosters	See's Candies	7/22/22 - 6/1/23
Cheer Boosters	Spirit Wear	7/22/22 - 6/1/23
Cross Country Boosters	Spirit Pack	7/22/22 - 6/1/23
Cheer Boosters	Think n Local	7/22/22 - 6/30/23
Band & Color Guard Boosters	Fall Parent Preview Ticket Sales	7/28/22
Band & Color Guard Boosters	Fall Parent Preview Concessions	7/28/22
Band & Color Guard Boosters	Blast.com	8/1/22 - 12/15/22
Spirit Boosters	Yogurtland	8/1/22 - 6/30/23
Spirit Boosters	Hamburger Mary's	8/1/22 - 6/30/23
Band & Color Guard Boosters	Air Grams	9/1/22 - 11/15/22
Band & Color Guard Boosters	Krispy Kreme Donuts	9/1/22 - 10/30/22
Cross Country Boosters	All Comer's Meet	5/1/23 - 6/1/23
<b><u>Buena Vista HS</u></b>		
ASB - General	Concessions	8/8/22 - 3/24/23

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**July 21, 2022**

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<b><u>Chino HS</u></b>		
Music Boosters	Cannataro's Dine Out	7/26/22
Cowboy Huddle Boosters	Fan Angel Donations	7/29/22 - 9/30/22
Music Boosters	After School Concessions	8/1/22 - 6/1/23
ASB - Class of 2023	Senior Luau	8/12/22
ASB - Class of 2023	Juice It Up!	8/12/22 - 11/30/22
ASB - Class of 2023	Nothing Bundt Cakes	8/12/22 - 11/30/22
ASB - Class of 2023	Flock-A-Friend	8/15/22 - 5/1/23
Music Boosters	Super Chili Burgers	8/16/22
ASB - AP Club	Pizza and Soda	8/20/22 - 6/1/23
ASB - General	Life Stream Blood Drive	8/31/22 - 4/19/23
Music Boosters	Script	9/1/22 - 9/30/22
Music Boosters	Spirit Wear	9/1/22 - 9/30/22
ASB - Christians on Campus	Chick-Fil-A	9/12/22 - 9/16/22
Music Boosters	Pizza Pirates	9/13/22
ASB - Key Club	Tpumps Boba	10/3/22 - 10/7/22
ASB - AP Club	See's Candies	10/3/22 - 10/7/22
Music Boosters	Applebee's Flapjack Breakfast	10/8/22
Music Boosters	See's Candies	11/1/22 - 11/30/22
Music Boosters	Chino Invitational Classic	11/5/22
Music Boosters	Panda Express	11/15/22
Music Boosters	Gift Wrap Sales	12/1/22 - 12/24/22
Music Boosters	Casa Sanchez	12/13/22
ASB - Cool 2 Be Kind	See's Candies	1/23/23 - 1/27/23
ASB - Christians on Campus	Valentine Singing Grams	2/6/23 - 2/10/23
ASB - Key Club	Old Fashion Chocolates	2/6/23 - 2/10/23
Music Boosters	InKind Thrift	3/1/23 - 3/30/23
Music Boosters	See's Candies	3/1/23 - 3/30/23
Music Boosters	Think n Local	3/1/23 - 3/31/23
ASB - Track & Field	Chino Relays	3/4/23
Music Boosters	Fan Angel Donations	4/1/23 - 4/30/23
ASB - Renaissance	Powder Puff Jerseys	5/2/23 - 5/12/23
<b><u>Chino Hills HS</u></b>		
General Boosters	Bingo <b>(RATIFY)</b>	7/10/22 - 6/25/23
General Boosters - Dance	Snap! Raise	7/23/22 - 7/31/22
ASB - Cross Country	Think n Local	8/1/22 - 8/14/22
General Boosters - Football	Fan Apparel & Concessions	8/26/22 - 10/14/22

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**July 21, 2022**

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<b><u>Don Lugo HS</u></b>		
Band Boosters	Chino Farmer's Market	7/23/22 - 9/30/22
Band Boosters	Golf Ball Drop	8/1/22 - 9/9/22
Band Boosters	Family Fun Nights	8/1/22 - 6/30/23
Sports Boosters	Applebee's Flapjack Breakfast	8/27/22
Band Boosters	Football Concessions	9/2/22 - 10/27/22
Band Boosters	Holiday Candy Apples	10/1/22 - 4/30/23
Band Boosters	Conquistador Classic	11/5/22
Band Boosters	Candy Apples	3/6/23 - 4/3/23

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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Humility • Civility • Service

**DATE:** July 21, 2022  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Sandra H. Chen, Associate Superintendent, Business Services  
Liz Pensick, Director, Fiscal Services  
**SUBJECT: DONATIONS**

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**BACKGROUND**

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

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

**RECOMMENDATION**

It is recommended the Board of Education accept the donations.

**FISCAL IMPACT**

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

NE:SHC:LP:if

CHINO VALLEY UNIFIED SCHOOL DISTRICT  
July 21, 2022

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<u>Hidden Trails ES</u>		
Charities Aid Foundation of America	Cash	\$100.00

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

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: LEGAL SERVICES**

=====

**BACKGROUND**

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

FIRM	MONTHS	INVOICE AMOUNTS	2021/2022 YEAR-TO-DATE
Atkinson, Andelson, Loya, Ruud & Romo	May	\$ 16,278.58	\$226,256.43
Margaret A. Chidester & Associates	May	\$ 30,307.95	\$189,981.35
	June	\$ 17,192.00	
Tao Rossini, APC	May	\$ 35,359.73	\$160,614.43
	June	\$ 2,922.50	
Fagen, Friedman & Fulfroost	-	-	-
	<b>Total</b>	\$102,060.76	\$576,852.21

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

\$102,060.76 to the General Fund.

NE:SHC:LP:lf



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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Humility • Civility • Service

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: STUDENT READMISSION CASE 21/22-14**

**BACKGROUND**

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

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

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

**RECOMMENDATION**

It is recommended the Board of Education approve student readmission case 21/22-14.

**FISCAL IMPACT**

None.

NF:LF:SJ:jg

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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Humility • Civility • Service

**DATE:** July 21, 2022  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support  
**SUBJECT: SCHOOL-SPONSORED TRIPS**

=====

**BACKGROUND**

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

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

**RECOMMENDATION**

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

<b>School-Sponsored Trips</b>	<b>Date</b>	<b>Fiscal Impact</b>
Site: Liberty ES Event: 6 <sup>th</sup> Grade Science Camp Place: Crestline, CA Chaperone: 70 students/8 chaperones	February 21-24, 2023	Cost: \$350.00 per student Funding Source: Fundraising and Parents
Site: Litel ES Event: Thousand Pines Outdoor Educators Place: Crestline, CA Chaperone: 60 students/6 chaperones	October 11-14, 2022	Cost: \$350.00 per student Funding Source: Parents

Site: Oak Ridge ES Event: Thousand Pines Outdoor Educators Place: Crestline, CA Chaperone: 71 students/8 chaperones	October 18-21, 2022	Cost: \$385.00 per student Funding Source: Parents
Site: Ayala HS Event: Spirit Summer Camp Place: Riverside, CA Chaperone: 46 students/4 chaperones	July 21-23, 2022	Cost: \$580.00 per student Funding Source: Fundraising and Parents
Site: Ayala HS Event: Big Bear Camp Place: Big Bear Lake, CA Chaperone: 40 students/6 chaperones	July 24-29, 2022	Cost: \$400.00 per student Funding Source: Parents
Site: Chino HS Event: Cheerleading Camp Place: Indian Wells, CA Chaperone: 30 students/3 chaperones	August 1-4, 2022	Cost: \$600.00 per student Funding Source: Fundraising
Site: Don Lugo HS Event: Yearbook at the Beach Place: Long Beach, CA Chaperone: 3 students/2 chaperones	July 30-August 2, 2022	Cost: \$550.00 per student Funding Source: Scholarship and Fundraising

## **FISCAL IMPACT**

None.

NE:LF:gks

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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Humility • Civility • Service

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: A-G COMPLETION IMPROVEMENT GRANT PLAN**

=====

**BACKGROUND**

A-G Completion Improvement Grant Plan was established by Assembly Bill 130 for the purpose of providing additional supports to Local Education Agencies (LEAs) to help increase the number of California high school students, particularly unduplicated students, who graduate from high school with A-G eligibility.

Each LEA, for the 2021/2022 fiscal year, is eligible to receive an allocation based on the number of unduplicated students enrolled in grades 9 to 12, inclusive, as reported in the California Longitudinal Pupil Achievement Data System for the 2020/2021 fiscal year Fall 1 Submission. These funds are available for expenditure or encumbrance through the 2025/2026 fiscal year.

The A-G Completion Improvement Grant Plan shall be used to support student access to and successful completion of the A-G course requirements. Eligible activities will include the following:

- Update instructional materials to support student access to the content in A-G courses, including Advanced Placement courses;
- Increase access to A-G courses by providing professional development for teachers; and
- Provide instructional and learning support for unduplicated students in A-G courses.

This item was presented to the Board on June 16, 2022, as information.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the A-G Completion Improvement Grant Plan.

**FISCAL IMPACT**

None.

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

**DATE:** July 21, 2022  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support  
Stacy Ayers-Escarcega, Ed.D., Director, Access and Equity  
**SUBJECT: 2022/2023 SCHOOL PLAN FOR STUDENT ACHIEVEMENT**

=====

**BACKGROUND**

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

The School Site Council and the Board of Education must approve the SPSA annually. A SPSA for each school is submitted at this time based on the federal funds program budgets for fiscal year 2022/2023. The SPSA for each school site is provided under separate cover.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the 2022/2023 School Plan for Student Achievement.

**FISCAL IMPACT**

None.

NE:LF:SA:gks

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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Humility • Civility • Service

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: 2022/2023 SCHOOL PLAN FOR STUDENT ACHIEVEMENT FOR CHINO VALLEY LEARNING ACADEMY**

=====

**BACKGROUND**

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

Schools that meet Comprehensive Support and Improvement (CSI) eligibility are required to submit the site’s SPSA plan to their board for approval. A SPSA for Chino Valley Learning Academy is submitted separately based on the federal funds program budget requirements for the 2022/2023 school year. The SPSA for the school site is provided under separate cover.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the 2022/2023 School Plan for Student Achievement for Chino Valley Learning Academy.

**FISCAL IMPACT**

None.

NE:LF:SA:gks

**Chino Valley Unified School District**

**Our Motto:**

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

**DATE:** July 21, 2022  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support  
Katrina Gomez, DSW, Director, Health Services/Child Development  
**SUBJECT: CHILD DEVELOPMENT PARENT HANDBOOK 2022/2023**

=====

**BACKGROUND**

The Chino Valley Unified School District contracts with the California Department of Education to provide general child care to children of low-income families in the community. To comply with the funding terms and conditions, an Agency Annual Report has been completed for each contract using the Categorical Program Monitoring/Contract Monitoring Review Summary of Findings, the Environment Rating Scale Summary of Findings, and the Desired Results Program Action Plan. This item was presented to the Board of Education on May 19, 2022, as consent. A parent handbook of operational provisions, policies, and procedures is provided under separate cover.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Child Development Parent Handbook 2022/2023.

**FISCAL IMPACT**

None.

NE:LF:KG:gks

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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Humility • Civility • Service

**DATE:** July 21, 2022  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support  
Katrina Gomez, DSW, Director, Health Services/Child Development  
**SUBJECT: EXPANDED LEARNING OPPORTUNITIES PROGRAM**

=====

**BACKGROUND**

The Budget Act of 2021, Senate Bill (SB) 129 and Assembly Bill (AB) 130, established the Expanded Learning Opportunities Program (ELO-P). The ELO-P provides funding for afterschool and summer school enrichment programs for transitional kindergarten through sixth grade.

“Expanded learning” means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include educational partners, and complement, but do not replicate, learning activities in the regular school day and school year.

The District must operate the ELO-P pursuant to the requirements in California Education Code (EC) Section 46120, including the development of a program plan. The program plan needs to be approved by the Board of Education in a public meeting and posted on the District’s website. The District is responsible for creating, reviewing, and updating the program plan every three years in accordance with EC Section 8482.3(g)(1).

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Expanded Learning Opportunities Program.

**FISCAL IMPACT**

\$4,348,099.00

NE:LF:KG:gks

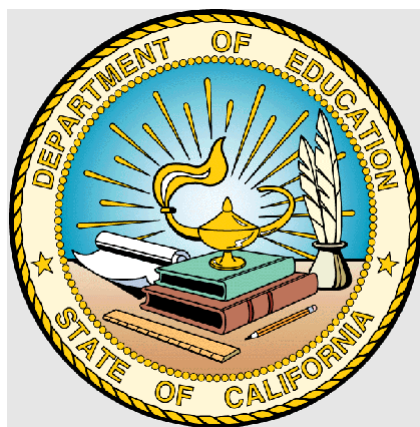


**Expanded Learning Opportunities  
Program Plan Guide**

**EXPANDED LEARNING OPPORTUNITIES  
PROGRAM PLAN GUIDE**

Prepared by:  
Expanded Learning Division

California Department of Education  
1430 N Street, Suite 3400  
Sacramento, CA 95814-5901  
916-319-0923



**This Program Plan Template Guide is required by California *Education Code (EC)* Section 46120(b)(2)**

**Note: This cover page is an example, programs are free to use their own logos and the name of their program.**

# Expanded Learning Opportunities Program Plan Guide

## Name of Local Educational Agency and Expanded Learning Opportunities Program Site(s)

Local Educational Agency (LEA) Name: Chino Valley Unified School District

Contact Name: Shiloh Hart

Contact Email: Shiloh\_Hart@chino.k12.ca.us

Contact Phone: 909-628-1202 ext. 8990

## Expanded Learning Opportunities Program Plan Guide

**Instructions:** Please list the school sites that your LEA selected to operate the Expanded Learning Opportunities Program (ELO-P). Add additional rows as needed.

1. Alicia Cortez ES
2. Anna Borba ES
3. Butterfield Ranch ES
4. Chaparral ES
5. Country Springs ES
6. Doris Dickson ES
7. E.J. Marshall ES
8. Eagle Canyon ES
9. Edwin Rhodes ES
10. Gerald Litel ES
11. Glenmeade ES
12. Hidden Trails ES
13. Howard Cattle ES
14. Levi Dickey ES
15. Liberty ES
16. Michael G. Wickman ES
17. Newman ES
18. Oak Ridge ES
19. Rolling Ridge ES
20. Walnut Ave ES

# Expanded Learning Opportunities Program Plan Guide

## Purpose

This template will aid LEAs in the development of a program plan as required by *EC* Section 46120(b)(2). In this program plan, LEAs will describe program activities that support the whole child, and students' Social and Emotional Learning (SEL) and development.

## Definitions

“Expanded learning” means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year. (*EC* Section 8482.1[a])

“Expanded learning opportunities” has the same meaning as “expanded learning” as defined in *EC* Section 8482.1. “Expanded learning opportunities” does not mean an extension of instructional time, but rather, opportunities to engage pupils in enrichment, play, nutrition, and other developmentally appropriate activities. (*EC* Section 46120[e][1])

# Expanded Learning Opportunities Program Plan Guide

## Instructions

This Program Plan needs to be approved by the LEA's Governing Board in a public meeting and posted on the LEA's website.

The program plan template guide is considered a living document that is periodically reviewed and adjusted to reflect the needs of the community, updates in the law, and to provide continuous improvement in the development of an effective ELO-P.

The LEA is responsible for creating, reviewing, and updating the program plan every three years in accordance with *EC* Section 8482.3(g)(1). LEAs are encouraged to work collaboratively with partners and staff to develop and review the program plan. The LEA is responsible for the plan and the oversight of any community partners or subcontractors. The LEA should include any partners in the development and review of the plan. It is recommended that the plan be reviewed annually.

The Expanded Learning Division adopted the *Quality Standards for Expanded Learning in California* (Quality Standards) and introduced requirements for Continuous Quality Improvement (CQI) to help programs engage in reflection and be intentional about program management practices and activities delivered to students. To create the program plan, provide a narrative description in response to the prompts listed under each Quality Standard below. The LEA may customize and include additional prompts, such as describing SEL activities, or refining the plan. In addition to the narrative response, it may be useful to include tables, charts, or other visual representations that contribute to the understanding of the ELO-P. LEAs are encouraged to download and reference the Quality Standards in order to provide ongoing improvements to the program. The Quality Standards can be found on the California Department of Education's (CDE) Quality Standards and CQI web page, located at <https://www.cde.ca.gov/ls/ex/qualstandcqi.asp>.

# Expanded Learning Opportunities Program Plan Guide

## 1—Safe and Supportive Environment

Describe how the program will provide opportunities for students to experience a safe and supportive environment. Include if the program will be offered on the school site or off campus. If not on site, describe where in the community it will be and how students will be supported to get there.

Program employees practice active supervision that creates a safe and supportive environment by establishing clear program and behavior agreements, rewarding positive behavior, and redirecting students when necessary. Program employees actively supervise students and keep a clear line of sight. Students are met by the staff each day at a specific area on the school campus. Students will be signed out of the program only by a designated adult with proper form of identification.

Students participate in regularly scheduled fire, earthquake, and active shooter emergency drills. Each staff is certified in First Aid and CPR. The program will work and collaborate with the District Multi-tiered System of Supports program to provide students support and referrals to specialized services when needed.

## 2—Active and Engaged Learning

Describe how the program will provide opportunities for students to experience active and engaged learning that either supports or supplements, but does not duplicate, the instructional day.

Our program supports and enhances daily classroom instruction. Students participate in a balance of individual activities, small and large group activities, indoor and outdoor activities, and quiet as well as active play. The students in the program will participate in various hands-on STEAM (science, technology, engineering, the arts and mathematics) learning activities and projects.

The current After School Education and Safety (ASES) programs partner with companies such as Kids Affirmation through Mentorship and Sports (KAMS) to help with enrichment activities in the afternoon. The students will also have the opportunity to work with teachers that can assist them with homework in the afternoon.

# Expanded Learning Opportunities Program Plan Guide

## 3—Skill Building

Describe how the program will provide opportunities for students to experience skill building.

Students will have opportunities to work in small groups to create and develop assigned projects. Through small groups, students will have the opportunities to collaborate with peers and strengthen communication skills. These skills will be layered and built upon to progress through various lessons and activities to allow students to achieve mastery of those skills. Students will be encouraged to progress through various opportunities to strengthen their creative skills and refine their groups' collaboration and communication. Learning opportunities and projects will be linked to personal experiences for real world application.

Program employees will collaborate with teachers to help students stay on track with assignments and to provide targeted academic supports to build on classroom experiences.

## 4—Youth Voice and Leadership

Describe how the program will provide opportunities for students to engage in youth voice and leadership.

All sites are invested in providing strong youth leadership development and youth involvement in programming. Youth voice and leadership development are the core focus of everything done for students in the program. Students have opportunities to provide feedback through small group discussion and student surveys. Student feedback will be used to better align the program with student interests to tailor the program to the needs of the individual school sites. Students have opportunities to choose themes and decorate their learning environments to create a sense of ownership.

Students in the program will also have opportunities to be class and group leaders. Student leaders receive training from program employees to learn how to support their peers by providing direction, guidance, and helping to lead small group activities. Student leaders may also have additional opportunities to participate in service and community projects. These groups and opportunities will be continuously monitored by program employees to ensure the development of leadership skills.

# Expanded Learning Opportunities Program Plan Guide

## 5—Healthy Choices and Behaviors

Describe how the program will provide opportunities for students to engage in healthy choices and behaviors. Describe how students will be served nutritious meals and/or snacks during the ELO-P hours of programming.

The program will adopt the District's existing wellness policy to ensure students have opportunities for nutritious meals and snacks, engage in appropriate physical activity, and learn about healthy habits, including drug and alcohol prevention. The District Nutrition Services department will provide support for all children enrolled in the program in accordance with SB 1169 and the California Department of Education. Physical activity, generally outdoors, is offered each day. Staff supervise and lead games and activities, including team sports, individual physical challenges, and team physical challenges are done at least weekly.

Healthy Chino Fitness and nutrition activities are embedded into the monthly calendar.

## 6—Diversity, Access, and Equity

Describe how the program is designed to address cultural and linguistic diversity and provide opportunities for all students to experience diversity, access, and equity. Describe how the ELO-P will provide access and opportunity for students with disabilities.

The program will provide lessons and opportunities for students to learn about diversity and develop sensitivity skills. The program will focus on creating safe learning environments where students feel comfortable sharing their diverse backgrounds, abilities, and celebrating their differences. Activities will be adapted to ensure the participation of students with various physical and developmental abilities by celebrating their differences through monthly recognitions. The program will create a culturally diverse environment through program materials and displays. Students will learn about different cultures through cultural celebrations. Materials and parent information will be available in Spanish for families whose primary language is Spanish. The program will strive to hire employees that reflect the community of the students served.



# Expanded Learning Opportunities Program Plan Guide

## 7—Quality Staff

Describe how the program will provide opportunities for students to engage with quality staff.

All program employees will be required to take and pass the Chino Valley Unified School District instructional aid test prior to working in the programs (Education Code Section 45330). Employees are offered competitive pay and have clear job descriptions to understand the level of support and administrative responsibilities assigned. All employees will be held to high levels of professionalism and competency. Employees will be required to attend professional development trainings given through the District, city, and county. Employees will also be provided with on the job coaching and technical assistance when needed.

Employees will be professional, caring, and positive role models for students and the program.

## 8—Clear Vision, Mission, and Purpose

Describe the program’s clear vision, mission, and purpose.

Through strong relationships with families, schools, and communities, it will be the goal of the program to provide quality educational, recreational, and cultural programs. We will aim to promote the social, physical, intellectual, and emotional development of the youth we are serving. Students will be guided and supported to reach their full potential as productive, caring, and responsible citizens. The program vision, mission, and purpose will be clearly communicated to a variety of stakeholders, including students, parents, employees, community partners, and school site partners.

# Expanded Learning Opportunities Program Plan Guide

## 9—Collaborative Partnerships

Describe the program’s collaborative partnerships. Local educational agencies are encouraged to collaborate with non-LEA entities to administer and implement ELO-P programs.

We will collaborate and partner with the City of Chino to offer the program. Organization leaders will meet regularly to review and discuss program quality and make suggestions for improvements. Appropriate personnel will be identified for follow up on suggested changes or additions to the program. Regular meetings with consultants, field experts, specialists, and principals will occur to collaborate, reflect, and debrief about the program.

The program will work to align the school day to provide supplemental activities that will support students and provide a wider range of opportunities. The program will collaborate with community, county, state, private agencies, and companies to enhance student experiences during program and develop employees.

## 10—Continuous Quality Improvement

Describe the program’s Continuous Quality Improvement plan.

The program will use data from multiple sources to assess its strength and weaknesses in order to continuously improve program design, outcomes, and impact. Assessment tools will include internal assessments for program quality, employee evaluations, and stakeholder surveys. Resources will include the quality Standards for Expanded Learning in California After-School Network, and program assessments provided by the City of Chino.

Program employees of all levels will engage in ongoing professional development to continuously improve in their respective positions.

School sites will participate in daily debriefing sessions where they are able to address any concerns, successes, and questions that may arise.

# Expanded Learning Opportunities Program Plan Guide

## 11—Program Management

Describe the plan for program management.

The Program will adhere to the ASES model of program management to ensure the highest level of compliance standards. The program will be budgeted per District fiscal practices. The program will follow all District, county, and state fiscal procedures for tracking expenses and maintaining records. The District program manager will review all expenditures including those charged by community partners. The District will update procedures for the program as needed per funding requirements to ensure adherence with local, state, and federal laws. The District and community partners will collaborate to ensure all reports and records are collected and submitted to corresponding agencies by the respective deadlines. The program will have a clear organization structure so students, parents, and staff know whom to contact to address concerns or inquiries.

## General Questions

### **Existing After School Education and Safety (ASES) and 21<sup>st</sup> Community Learning Centers (21<sup>st</sup> CCLC) Elementary and Middle School grantees.**

ASES, 21<sup>st</sup> CCLC Elementary/Middle School, and the ELO-P should be considered a single, comprehensive program. In coordinating all these funding streams to move towards a single program, the expectation is that the most stringent requirements will be adopted for program guidance. If one or both grants are held, please describe how the ELO-P funding will be used to create one comprehensive and universal Expanded Learning Program.

ELO-P funds will be used to further provide programming to students without creating division between programs. Students will be able to enroll into program with no distinction between an "ELO-P" and "ASES" program. Parents will fill out the same enrollment form for both programs and be considered enrolled into the same one. All enrolled students will be able to participate in existing after school programming. Funds will be used to provide additional programming and staffing to supplement the needs of the students at sites. All programming will use the same clear guidelines and expectations to ensure a safe and engaging program.

# Expanded Learning Opportunities Program Plan Guide

## Transitional Kindergarten and Kindergarten

Programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1. (*EC* Section 46120[b][2][D]). Please address the proposed schedule and plan for recruiting and preparing staff to work in the program, including supporting them to understand how to work with younger children. How will the lower pupil-to-staff ratio be maintained? How will the curriculum and program be developmentally-informed to address this younger age group?

In collaboration with the District, the program will create programming specific to younger students. An increased number of child development employees will be hired to maintain a 10:1 ratio for kindergarten students. Employees will modify lessons to make each lesson age appropriate. The program will include all transitional kindergarten sites.

The program will work with San Bernardino County Superintendent of Schools, Early Education department to provide specialized professional development. The district currently has a half day kindergarten. Kindergarten students can attend after school and will be placed in assigned groups with students of the same grade.

## Sample Program Schedule

Please submit a sample program schedule that describes how the ELO-P or other fund sources, including the California State Preschool Program for children enrolled in transitional kindergarten or kindergarten, will be combined with the instructional day to create a minimum of nine hours per day of programming (instructional day plus ELO-P or other supports). Also, submit a sample schedule for a minimum nine-hour summer or intersession day.

The ELO-P funding will be combined with the ASES Grant to provide universal before and after school program during the school year. Additionally, program partners will offer a minimum of 30 intersessions instruction days.

Sample schedule for an instructional day:

School Day 7:50AM - 2:20PM	TK/Kinder Pick up 11:20 AM	Supper 2:30PM - 3:00PM
Physical Activity 3:00PM - 3:30PM	Enrichment Activity 3:45PM - 4:45PM	Homework 4:45PM - 5:45PM
Closing 6:00PM		

# Expanded Learning Opportunities Program Plan Guide

Below are additional legal requirements for the ELO-P. Please ensure your Program Plan meets all of these legal requirements:

## **EC Section 46120(b)(2):**

[LEAs] operating expanded learning opportunities programs may operate a before school component of a program, an after school component of a program, or both the before and after school components of a program, on one or multiple school sites, and shall comply with subdivisions (c), (d), and (g) of Section 8482.3, including the development of a program plan based on the following;

(2) [LEAs] operating expanded learning opportunity programs pursuant to this section may operate a before school component of a program, an after school component of a program, or both the before and after school components of a program, on one or multiple school sites, and shall comply with subdivisions (c), (d), and (g) of Section 8482.3, including the development of a program plan based on all of the following:

(A) The department's guidance.

(B) Section 8482.6.

(C) Paragraphs (1) to (9), inclusive, and paragraph (12) of subdivision (c) of Section 8483.3.

(D) Section 8483.4, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

## **EC Section 46120(b)(1)(A):**

On schooldays, as described in Section 46100 and Sections 46110 to 46119, inclusive, and days on which school is taught for the purpose of meeting the 175-instructional-day offering as described in Section 11960 of Title 5 of the California Code of Regulations, in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, are no less than nine hours of combined instructional time and expanded learning opportunities per instructional day.

## **EC Section 46120(b)(1)(B):**

For at least 30 non schooldays, during intersessional periods, no less than nine hours of in-person expanded learning opportunities per day.

# Expanded Learning Opportunities Program Plan Guide

## **EC Section 46120(b)(3):**

[LEAs] shall prioritize services provided pursuant to this section at school sites in the lowest income communities, as determined by prior year percentages of pupils eligible for free and reduced-price meals, while maximizing the number of schools and neighborhoods with expanded learning opportunities programs across their attendance area.

## **EC Section 46120(b)(4):**

[LEAs] may serve all pupils, including elementary, middle, and secondary school pupils, in expanded learning opportunity programs provided pursuant to this section.

## **EC Section 46120(b)(6):**

[LEAs] are encouraged to collaborate with community-based organizations and childcare providers, especially those participating in state or federally subsidized childcare programs, to maximize the number of expanded learning opportunities programs offered across their attendance areas.

## **EC Section 46120(c):**

A [LEA] shall be subject to the audit conducted pursuant to Section 41020 to determine compliance with subdivision (b).

## **EC Section 8482.3(d):**

[LEAs] shall agree that snacks made available through a program shall conform to the nutrition standards in Article 2.5 (commencing with Section 49430) of Chapter 9 of Part 27 of Division 4 of Title 2.

[LEAs] shall agree that meals made available through a program shall conform to the nutrition standards of the United States Department of Agriculture's at-risk afterschool meal component of the Child and Adult Care Food Program (42 United States Code [U.S.C.] Section 1766).

## **EC Section 8482.6:**

Every pupil attending a school operating a program . . . is eligible to participate in the program, subject to program capacity. A program established . . . may charge family fees. Programs that charge family fees shall waive the cost of these fees for pupils who are eligible for free or reduced-price meals, for a child that is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 11434a), or for a child who the program knows is in foster care. A program

## Expanded Learning Opportunities Program Plan Guide

that charges family fees shall schedule fees on a sliding scale that considers family income and ability to pay.

### **EC sections 8483.4 and 46120(b)(2)(D):**

The administrator of every program established pursuant to this article shall establish minimum qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the school district. Selection of the program site supervisors shall be subject to the approval of the school site principal. The administrator shall also ensure that the program maintains a pupil-to-staff member ratio of no more than 20 to 1. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in current law and district policy for school personnel and volunteers in the school district, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

### **EC Section 8482.3(c)(1)(A–B):**

Each component of a program established pursuant to this article shall consist of the following two elements:

(A) An educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science.

(B) An educational enrichment element that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities.

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** July 21, 2022  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support  
Stephanie Johnson, Director, Student Support Services  
**SUBJECT: 2022/2023 EXPULSION HEARING ADMINISTRATIVE PANEL**

=====

**BACKGROUND**

Administrative Regulation 5144.1 authorizes the formation and use of administrative panels to conduct expulsion hearings on behalf of the Board of Education (California Education Code 48918). The administrative panel shall be selected from a Board approved pool. Panel members should be available to serve a minimum of two times per semester. A Board approved list of administrators is attached. The attached list represents positions rather than names in order to alleviate the need to revise the list throughout the year as administrative assignments change.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the 2022/2023 Expulsion Hearing Administrative Panel.

**FISCAL IMPACT**

None.

NE:LF:SJ:jg



**POOL OF EXPULSION HEARING  
ADMINISTRATIVE PANEL MEMBERS**

**DISTRICT OFFICE PERSONNEL**

Director, Access and Equity	Coordinator, Behavior Intervention
Director, Alternative Education	Coordinator, Child Development
Director, Assessment and Instr. Technology	Coordinator, Child Welfare and Attendance
Director, Elementary Curriculum and Instr.	Coordinator, Elementary Curriculum and Instr.
Director, Health Services	Coordinator, Secondary Curriculum and Instr.
Directors, Human Resources	Coordinators, Special Education
Director, Secondary Curriculum and Instr.	Coordinator, Special Projects
Director, Special Education	Coordinator, Compliance
Director, Student Support Services	Coordinator, Equity, Diversity, and Support Systems
Coordinator, Access and Equity	Coordinators, MTSS-B Program
Coordinator, Assessment and Instr. Technology	

**ELEMENTARY SCHOOLS (K-6)**

Principal, Borba ES	Principal, Hidden Trails ES
Assistant Principal, Borba ES	Assistant Principal, Hidden Trails ES
Principal, Butterfield Ranch ES	Principal, Liberty ES
Assistant Principal, Butterfield Ranch ES	Assistant Principal, Liberty ES
Principal, Cattle ES	Principal, Litel ES
Assistant Principal, Cattle ES	Assistant Principal, Litel ES
Principal, Chaparral ES	Principal, Marshall ES
Assistant Principal Chaparral ES	Assistant Principal, Marshall ES
Principal, Cortez ES	Principal, Newman ES
Assistant Principal, Cortez ES	Assistant Principal, Newman ES
Principal, Country Springs ES	Principal, Oak Ridge ES
Assistant Principal, Country Springs ES	Assistant Principal, Oak Ridge ES
Principal, Dickey ES	Principal, Rhodes ES
Assistant Principal, Dickey ES	Assistant Principal, Rhodes ES
Principal, Dickson ES	Principal, Rolling Ridge ES
Assistant Principal, Dickson ES	Assistant Principal, Rolling Ridge ES
Principal, Eagle Canyon ES	Principal, Walnut ES
Assistant Principal, Eagle Canyon ES	Assistant Principal, Walnut ES
Principal, Glenmeade ES	Principal, Wickman ES
Assistant Principal, Glenmeade ES	Assistant Principal, Wickman ES

**K-8 SCHOOLS**

Principal, Briggs K-8	Principal, Cal Aero K-8
Assistant Principals, Briggs K-8	Assistant Principals, Cal Aero K-8

**SECONDARY SCHOOLS (7-12)**

Principal, Canyon Hills JHS	Principal, Boys Republic HS
Assistant Principals, Canyon Hills JHS	Principal, Buena Vista HS
Principal, Magnolia JHS	Principal, Chino HS
Assistant Principals, Magnolia JHS	Assistant Principals, Chino HS
Principal, Ramona JHS	Principal, Chino Hills HS
Assistant Principals, Ramona JHS	Assistant Principals, Chino Hills HS
Principal, Townsend JHS	Principal, Don Lugo HS
Assistant Principals, Townsend JHS	Assistant Principals, Don Lugo HS
Principal, Woodcrest JHS	Assistant Principal, Chino Valley Learning Academy
Assistant Principal, Woodcrest JHS	Principal, Adult School
Principal, Ayala HS	
Assistant Principals, Ayala HS	

Administrative Retirees as they become available.

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: PURCHASE ORDER REGISTER**

=====

**BACKGROUND**

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

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

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

\$32,266,214.62 to all District funding sources.

NE:GJS:AGH:pw

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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Humility • Civility • Service

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

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

=====

**BACKGROUND**

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

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

As indicated.

NE:GJS:AGH:pw

<b>SUPERINTENDENT</b>	<b>FISCAL IMPACT</b>
<b>S-2223-002 California School Boards Association-CSB (6744).</b> To provide CSBA annual membership fees for 2022/2023. Submitted by: Superintendent Duration of Agreement: July 1, 2022 - June 30, 2023	Contract amount: \$22,156.00  Funding source: General Fund
<b>S-2223-003 California School Boards Association-CSB (6744).</b> To provide annual renewal of GAMUT online software. Submitted by: Superintendent Duration of Agreement: July 1, 2022 - June 30, 2023	Contract amount: \$5,625.00  Funding source: General Fund
<b>S-2223-004 Joel Shapiro.</b> To provide executive coaching for Superintendent and Board consultation services for Superintendent evaluation process. Submitted by: Superintendent Duration of Agreement: July 1, 2022 - June 30, 2023	Contract amount: Per rate sheet  Funding source: General Fund

<b>BUSINESS SERVICES</b>	<b>FISCAL IMPACT</b>
<b>B-2223-001 EMS LINQ, Inc.</b> To provide school nutrition, fitness website and menu. Submitted by: Nutrition Services Duration of Agreement: July 1, 2022 - June 30, 2023	Contract amount: \$695.00  Funding source: Cafeteria Fund 13
<b>B-2223-002 Food Safety Systems.</b> To provide food service safety and sanitation program. Submitted by: Nutrition Services Duration of Agreement: July 1, 2022 - June 30, 2023	Contract amount: \$79,400.00  Funding source: Cafeteria Fund 13
<b>B-2223-003 Image One Corporation.</b> To provide annual software license and web hosting for Rocketscan meal applications. Submitted by: Nutrition Services Duration of Agreement: July 1, 2022 - June 30, 2023	Contract amount: \$6,006.18  Funding source: Cafeteria Fund 13
<b>B-2223-004 E-Control Systems, Inc.</b> To provide temperature monitoring system for refrigerators, freezers, and milk coolers. Submitted by: Nutrition Services Duration of Agreement: July 1, 2022 - June 30, 2023	Contract amount: \$5,100.00  Funding source: Cafeteria Fund 13
<b>B-2223-005 Harris School Solutions, a division of N. Harris Computer Corporation.</b> To provide annual software license for eTriton. Submitted by: Nutrition Services Duration of Agreement: July 1, 2022 - June 30, 2023	Contract amount: \$62,970.73  Funding source: Cafeteria Fund 13
<b>B-2223-006 School Services of California, Inc.</b> To provide fiscal budget services for the 2022/2023 school year. Submitted by: Business Services Duration of Agreement: July 1, 2022 - June 30, 2023	Contract amount: \$4,260.00  Funding source: General Fund
<b>B-2223-007 Eide Bailly LLP.</b> To provide audit services for fiscal years 2022/2023, 2023/2024, and 2024/2025. Submitted by: Business Services Duration of Agreement: July 1, 2022 - June 30, 2025	Contract amount: \$238,200.00  Funding source: General Fund

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
<p><b>CIIS-2223-065 Houghton Mifflin Harcourt Publishing Company.</b>            To provide Read 180 and Math 180 implementation professional training.            Submitted by: Secondary Curriculum            Duration of Agreement: July 1, 2022 - June 30, 2022</p>	<p>Contract amount: \$8,400.00            Funding source: LCAP</p>
<p><b>CIIS-2223-066 SHI International Corp.</b>            To provide annual renewal for Hewlett Packard Aruba.            Submitted by: Technology            Duration of Agreement: July 1, 2022 - June 30, 2023</p>	<p>Contract amount: \$22,953.80            Funding source: General Fund</p>
<p><b>CIIS-2223-067 SHI International Corp.</b>            To provide annual renewal for ManageEngine ADManager Plus professional edition.            Submitted by: Technology            Duration of Agreement: July 18, 2022 - July 17, 2023</p>	<p>Contract amount: \$7,403.37            Funding source: General Fund</p>
<p><b>CIIS-2223-068 SHI International Corp.</b>            To provide annual renewal for Symmetra PX InfraStruXure APC.            Submitted by: Technology            Duration of Agreement: June 30, 2022 - June 29, 2023</p>	<p>Contract amount: \$15,209.38            Funding source: General Fund</p>
<p><b>CIIS-2223-069 Read To Them, Inc.</b>            To provide school-wide one school, one book reading program including materials.            Submitted by: Newman ES            Duration of Agreement: July 1, 2022 - June 30, 2023</p>	<p>Contract amount: \$4,033.25            Funding source: Title I</p>
<p><b>CIIS-2223-070 Illuminate Education, Inc.</b>            To provide onsite training and technical assistance for FastBridge to be used by elementary intervention teachers.            Submitted by: Elementary Curriculum            Duration of Agreement: July 1, 2022 - June 30, 2023</p>	<p>Contract amount: \$3,250.00            Funding source: LCAP</p>
<p><b>CIIS-2223-071 Zoom Video Communications, Inc.</b>            To provide HIPPA/FERPA compliant telehealth communications.            Submitted by: Health Services            Duration of Agreement: July 1, 2022 - June 30, 2023</p>	<p>Contract amount: Per rate sheet            Funding source: Site Budget</p>
<p><b>CIIS-2223-072 Social Solutions Global, Inc.</b>            To provide annual renewal for Penelope case management software and support to be used by Health Services and Special Education.            Submitted by: Health Services/Special Education            Duration of Agreement: July 1, 2022 - June 30, 2025</p>	<p>Contract amount: Per rate sheet            Funding source: LEA</p>
<p><b>CIIS-2223-073 Turnitin, LLC.</b>            To provide annual renewal for Feedback studio: originality checking and feedback.            Submitted by: Technology            Duration of Agreement: July 22, 2022 - July 21, 2023</p>	<p>Contract amount: \$39,816.95            Funding source: General Fund</p>
<p><b>CIIS-2223-074 Achilles Bardos dba Edumetrisis.</b>            To provide annual license renewal for behavior intervention monitoring system.            Submitted by: Special Education            Duration of Agreement: August 1, 2022 - July 30, 2023</p>	<p>Contract amount: \$2,500.00            Funding source: Special Education</p>

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
<p><b>CIIS-2223-075 Houghton Mifflin Harcourt.</b>            To provide annual renewal of license subscription for HMH Read, Math 100 reading inventory.            Submitted by: Secondary Curriculum            Duration of Agreement: August 15, 2022 - August 15, 2023</p>	<p>Contract amount: \$69,805.50             Funding source: LCAP</p>
<p><b>CIIS-2223-076 Nicholls Educational Consulting.</b>            To provide in person and virtual consulting/professional development.            Submitted by: Access and Equity            Duration of Agreement: July 22, 2022 - July 31, 2023</p>	<p>Contract amount: \$5,000.00             Funding source: Title IV</p>
<p><b>CIIS-2223-077 OpenText, Inc.</b>            To provide annual renewal of Fax and RightFax services and maintenance.            Submitted by: Technology            Duration of Agreement: July 1, 2022 - June 30, 2023</p>	<p>Contract amount: \$6,654.69             Funding source: General Fund</p>
<p><b>CIIS-2223-078 Blackboard, Inc.</b>            To provide annual renewal of CVUSD website and content management, system software, and web hosting.            Submitted by: Technology            Duration of Agreement: July 1, 2022 - June 30, 2023</p>	<p>Contract amount: \$44,620.42             Funding source: General Fund</p>
<p><b>CIIS-2223-079 Communicaid, Inc.</b>            To provide translation services for parent engagements.            Submitted by: Access and Equity            Duration of Agreement: July 22, 2022 - July 31, 2023</p>	<p>Contract amount: \$20,000.00             Funding source: LCAP</p>
<p><b>CIIS-2223-080 Barobo, Inc.</b>            To provide annual license for RoboBlockly, RoboTown Activity Mat, and Linkbot Bundle.            Submitted by: Chino HS            Duration of Agreement: July 1, 2022 - June 30, 2023</p>	<p>Contract amount: \$18,425.03             Funding source: Title I</p>
<p><b>CIIS-2223-081 Dr. Gale K. Gorke dba Kids Kan, Inc.</b>            To provide staff development for the 2022/2023 school year.            Submitted by: Health Services            Duration of Agreement: July 1, 2022 - June 30, 2023</p>	<p>Contract amount: Per rate sheet             Funding source: ASES Grant</p>
<p><b>CIIS-2223-082 Regents of the University of California, Davis.</b>            To provide annual renewal C-Stem subscription.            Submitted by: Chino HS            Duration of Agreement: July 1, 2022 - June 30, 2023</p>	<p>Contract amount: \$1,000.00             Funding source: Title I</p>
<p><b>CIIS-2223-083 Liminex, Inc. dba GoGuardian.</b>            To provide Edulastic teacher assessment program to create tests for student testing.            Submitted by: Chino HS            Duration of Agreement: July 1, 2022 - June 30, 2023</p>	<p>Contract amount: \$1,600.00             Funding source: Title I</p>
<p><b>CIIS-2223-084 TestOut Corporation.</b>            To provide online curriculum that will allow students to have access to real world, hands-on lab projects.            Submitted by: Chino HS            Duration of Agreement: July 1, 2022 - June 30, 2023</p>	<p>Contract amount: \$6,000.00             Funding source: Pathway Funds</p>
<p><b>CIIS-2223-085 Linda Evans.</b>            To provide administrative coaching.            Submitted by: Curriculum, Instruction, Innovation, and Support            Duration of Agreement: July 22, 2022 - June 30, 2023</p>	<p>Contract amount: \$9,000.00             Funding source: Title II</p>

<b>FACILITIES, PLANNING, AND OPERATIONS</b>	<b>FISCAL IMPACT</b>
<b>F-2223-021 Sports Facilities Group, Inc.</b> To provide mechanical sports equipment and gymnasium bleacher inspections. Submitted by: Maintenance and Operations Duration of Agreement: July 1, 2022 - June 30, 2023	Contract amount: Per rate sheet  Funding source: General Fund
<b>F-2223-022 Plant's Choice, Inc.</b> To provide District-wide mulching service. Submitted by: Maintenance and Operations Duration of Agreement: July 1, 2022 - June 30, 2023	Contract amount: Per rate sheet  Funding source: General Fund
<b>F-2223-023 EarlyBird Extermination Inc.</b> To provide insect, rodent, and weed control/prevention. Submitted by: Maintenance and Operations Duration of Agreement: July 1, 2022 - June 30, 2023	Contract amount: Per rate sheet  Funding source: General Fund
<b>F-2223-024 Aero Environmental Services, LLC.</b> To provide District-wide asbestos, indoor air quality, and water testing Submitted by: Maintenance and Operations Duration of Agreement: July 1, 2022 - June 30, 2023	Contract amount: Per rate sheet  Funding source: General Fund
<b>F-2223-025 Eide Bailly LLP.</b> To provide financial audit of District's Building Fund (Measure G) for year ending 06/30/2023, 06/30/2024, and 06/30/2025. Submitted by: Facilities, Planning, and Operations Duration of Agreement: July 1, 2022 - June 30, 2025	Contract amount: \$15,000.00 annually  Funding source: Measure G Fund 21

<b>HUMAN RESOURCES</b>	<b>FISCAL IMPACT</b>
<b>HR-2223-006 Interquest Group, Inc.</b> To provide canine detection services for junior high and high school sites. Submitted by: Risk Management Duration of Agreement: July 1, 2022 - June 30, 2023	Contract amount: \$32,000.00  Funding source: General Fund
<b>HR-2223-007 San Bernardino County Public Health.</b> To provide COVID-19 testing site at the Adult School. Submitted by: Risk Management Duration of Agreement: July 1, 2022 - October 31, 2022	Contract amount: None  Funding source: None
<b>HR-2223-008 Community Matters, Inc.</b> To provide Safe School Ambassador program training and support. Submitted by: Risk Management Duration of Agreement: July 1, 2022 - June 30, 2023	Contract amount: \$74,400.00  Funding source: LCAP

<b>SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS</b>	<b>FISCAL IMPACT</b>
<b>SBCSS 22/23-026 San Bernardino County Superintendent of Schools.</b> To provide daily delivery and pick up of SBCSS correspondence and material from District Financial Services to District. Submitted by: Purchasing/Warehouse Duration of Agreement: July 1, 2022 - June 30, 2023	Contract amount: \$21,218.00  Funding source: General Fund

<b>MASTER CONTRACTS</b>	<b>FISCAL IMPACT</b>
<b>MC-2223-010 Recess, Inc.</b> To provide catering and food truck services. Submitted by: Don Lugo HS Duration of Agreement: August 1, 2022 - June 30, 2025	Contract amount: Per rate sheet  Funding source: ASB/USB/PFA/PTA/Boosters

<b>MASTER CONTRACTS</b>	<b>FISCAL IMPACT</b>
<b>MC-2223-011 Confetti FX Planet.</b> To provide confetti shooters and supplies. Submitted by: Canyon Hills JHS Duration of Agreement: August 1, 2022 - June 30, 2025	Contract amount: Per rate sheet  Funding source: ASB/USB/PFA/PTA/Boosters
<b>MC-2223-012 No Tears Learning, Inc. dba Learning Without Tears.</b> To provide learning materials, books, and instructional aides. Submitted by: Elementary Curriculum Duration of Agreement: July 1, 2022 - June 30, 2025	Contract amount: Per rate sheet  Funding source: Various
<b>MC-2223-013 Core Essentials.</b> To provide web-based curriculum. Submitted by: Eagle Canyon ES Duration of Agreement: July 1, 2022 - June 30, 2025	Contract amount: Per rate sheet  Funding source: Various
<b>MC-2223-014 TPR Education, LLC dba The Princeton Review (Tutor.com).</b> To provide tutor services for grades K-12. Submitted by: Access and Equity Duration of Agreement: July 22, 2022 - July 31, 2023	Contract amount: Per rate sheet  Funding source: Various
<b>MC-2223-015 Paper Education Company, Inc.</b> To provide tutor services for grades 3-12. Submitted by: Access and Equity Duration of Agreement: August 1, 2022 - July 31, 2023	Contract amount: Per invoice  Funding source: Various
<b>MC-2223-016 SmartStar Solutions, LLC.</b> To provide tutor services for grades K-12. Submitted by: Access and Equity Duration of Agreement: July 22, 2022 - June 30, 2023	Contract amount: Per rate sheet  Funding source: Various
<b>MC-2223-017 Leading Edge Learning Center, LLC.</b> To provide tutor services for grades K-12. Submitted by: Access and Equity Duration of Agreement: July 22, 2022 - July 31, 2023	Contract amount: Per rate sheet  Funding source: Various
<b>MC-2223-018 Gomez &amp; Associates, Inc.</b> To provide translation, editing, proofreading, and transcription services. Submitted by: CIIS Duration of Agreement: July 1, 2022 - June 30, 2025	Contract amount: Per rate sheet  Funding source: Various
<b>MC-2223-019 Professional Tutors of America, Inc.</b> To provide tutor services for grades K-12. Submitted by: Access and Equity Duration of Agreement: July 22, 2022 - June 30, 2023	Contract amount: Per rate sheet  Funding source: Various

<b>APPROVED CONTRACTS TO BE AMENDED</b>	<b>AMENDMENT</b>
<b>B-2122-018 City of Chino.</b> To provide summer lunch nutritional services in the park; Liberty and Monte Vista Parks. Submitted by: Nutrition Services Duration of Agreement: June 6, 2002 - July 11, 2022 Original Agreement Board Approved: June 16, 2022	Contract amount: None  Change contract number from CIIS-2122-187 to B-2122-018  Funding source: None
<b>CIIS-2122-055 Studentnest.com.</b> To provide tutoring services for McKinney-Vento homeless students with the CARE program. Submitted by: Health Services Duration of Agreement: June 17, 2021 - June 30, 2022 Original Agreement Board Approved: June 17, 2021	Contract amount: Increase contract amount from \$50,000.00 to \$52,560.00 for additional tutoring services.  Funding source: LCAP/Title I
<b>CIIS-2223-048 Anne M. Fennell.</b> To provide music education professional development. Submitted by: Access and Equity Duration of Agreement: July 22, 2022 - June 30, 2023 Original Agreement Board Approved: June 16, 2022	Contract amount: Increase contract amount from \$1,700.00 to \$3,200.00 for additional professional development.  Funding source: VAPA



APPROVED CONTRACTS TO BE AMENDED	AMENDMENT
<p><b>F-2122-023 Aquatic Design Group, Inc.</b>            To provide consultant and project oversight services on pool improvement projects.            Submitted by: Maintenance and Operations            Duration of Agreement: July 1, 2022 - June 30, 2023            Original Agreement Board Approved: July 15, 2021</p>	<p>Contract amount: Per rate sheet            Extend contract through June 30, 2023            Funding source: General Fund</p>
<p><b>F-2122-033 Brandon Petrunio &amp; Associates, Inc.</b>            To provide quad landscape renovation architectural design services for Ayala HS.            Submitted by: Maintenance and Operations            Duration of Agreement: July 1, 2022 - June 30, 2023            Original Agreement Board Approved: July 15, 2021</p>	<p>Contract amount: Per rate sheet            Extend contract through June 30, 2023            Funding source: General Fund</p>
<p><b>F-2122-050 Brandon Petrunio &amp; Associates, Inc.</b>            To provide Townsend JHS phase 2 slope project architectural design services.            Submitted by: Maintenance and Operations            Duration of Agreement: July 1, 2022 - June 30, 2023            Original Agreement Board Approved: July 18, 2019</p>	<p>Contract amount: Per rate sheet            Extend contract through June 30, 2023            Funding source: General Fund</p>
<p><b>HR-1920-005 City of Chino.</b>            To provide school resource officers for Buena Vista HS, Chino HS, and Don Lugo HS.            Submitted by: Risk Management            Duration of Agreement: August 8, 2022 - May 26, 2023            Original Agreement Board Approved: July 18, 2019</p>	<p>Contract amount: \$411,401.55            Extend Contract through May 26, 2023            Funding source: General Fund</p>
<p><b>HR-2021-024 Swing Education, Inc.</b>            To provide contracted certificated and classified substitutes for vacancies.            Submitted by: Human Resources            Duration of Agreement: July 1, 2022 - July 30, 2023            Original Agreement Board Approved: September 5, 2019</p>	<p>Contract amount: \$450,000.00            Extend contract through July 30, 2023 and revise payment option to include a pre-payment (Top up) amount of \$108,964.80.            Funding source: General Fund</p>

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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Humility • Civility • Service

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: RESOLUTIONS 2022/2023-01, 2022/2023-02, 2022/2023-03, 2022/2023-04, 2022/2023-05, 2022/2023-06, 2022/2023-08, 2022/2023-09, AND 2022/2023-10 FOR AUTHORIZATION TO UTILIZE PIGGYBACK CONTRACTS**

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**BACKGROUND**

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

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

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

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

<b>Resolution</b>	<b>Contract</b>	<b>Contractor</b>	<b>Description</b>	<b>Term</b>
2022/2023-01	San Bernardino County RFP No. AGENCY22-PURCH-4372	Merit Oil Co. AAA Oil Mansfield Oil	Gasoline and Diesel Fuel	6/15/2022-6/14/2027

<b>Resolution</b>	<b>Contract</b>	<b>Contractor</b>	<b>Description</b>	<b>Term</b>
2022/2023-02	Riverside Unified School District RFP No. 2017/18-11	Gold Star Foods	Fresh Bread	7/1/22-6/30/2023
2022/2023-03	Pomona Valley Co-Op Lead Agency: Pomona Unified School District RFP 05(1920)FN	Gold Star Foods	Distribution of USDA Foods and Commercial Food Products	7/1/2022-6/30/2023
2022/2223-04	California Multiple Award Schedule (CMAS) 4-21-10-1072	Carrier Corporation	Carrier: Air Filtration System, HVAC Equipment, and Equipment Repair	10/27/2021-5/31/2023
2022/2023-05	Savanna School District 2021 District-Wide Contract	Elite Modular Leasing & Sales, Inc.	Purchase, Lease, Relocation Dismantling, and Removal of DSA Approved Portable Buildings	6/19/2020-2/8/2023
2022/2023-06	SBCSS 19/20-1273 Furniture: Systems and Stand Alone	Culver-Newlin	Classroom and Office Furniture	7/1/2022-6/30/2023
2022/2023-08	Val Verde Unified School District Bid 21/22-001 Just N Time Classroom and Office Supplies	Southwest School and Office Supplies	Just in Time Classroom and Office Supplies	6/15/2022-6/14/2023
2022/2023-09	Jurupa Unified School District Bid 21-22-08NS	Sysco Riverside, Inc.	Grocery Products	7/1/2022-6/30/2023
2022/2023-10	Claremont Unified School District RFP 21/22:01	P&R Paper Supply, Plastic Connections, and Individual Food Service	Paper Products	7/1/2022-6/30/2023

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

**RECOMMENDATION**

It is recommended the Board of Education adopt Resolutions 2022/2023-01, 2022/2023-02, 2022/2023-03, 2022/2023-04, 2022/2023-05, 2022/2023-06, 2022/2023-08, 2022/2023-09, and 2022/2023-10 for Authorization to Utilize Piggyback Contracts.

**FISCAL IMPACT**

Unknown.

NE:GJS:AGH:pw

**Chino Valley Unified School District  
Resolution 2022/2023-01  
Authorization to Utilize the San Bernardino County  
RFP No. AGENCY22-PURC-4372 With Merit Oil Co., AAA Oil, and Mansfield Oil  
to Purchase Gasoline and Diesel Fuel  
Through the Piggyback Contract**

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

**WHEREAS**, San Bernardino County currently has a piggyback contract, RFP No. AGENCY22-PURCH-4372, in accordance with Public Contract Code 20118 with Merit Oil Co., AAA Oil, and Mansfield Oil that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

**WHEREAS**, the Board has determined that it is in the best interest of the District to authorize the purchase of gasoline and diesel fuel through the piggyback contract procured by the San Bernardino County RFP No. AGENCY22-PURC-4372.

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

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

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of gasoline and diesel fuel through the piggyback contract originally procured by the San Bernardino County RFP No. AGENCY22-PURC-4372 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 gasoline and diesel fuel in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the San Bernardino County RFP No. AGENCY22-PURC-4372.

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

Section 5. Effective Date. This resolution shall be effective as of June 15, 2022, for the term ending June 14, 2027.

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 21st day of July 2022 by the following vote:

Bridge	_____
Cruz	_____
Na	_____
Schaffer	_____
Gagnier	_____

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

---

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

**Chino Valley Unified School District  
Resolution 2022/2023-02  
Authorization to Utilize the Riverside Unified School District RFP No. 2017/18-11  
With Gold Star Foods  
to Purchase Fresh Bread  
Through the Piggyback Contract**

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

**WHEREAS**, Riverside Unified School District currently has a piggyback contract, RFP No. 2017/18-11, in accordance with Public Contract Code 20118 with Gold Star Foods, that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

**WHEREAS**, the Board has determined that it is in the best interest of the District to authorize the purchase of fresh bread through the piggyback contract procured by the Riverside Unified School District RFP No. 2017/18-11.

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

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

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of fresh bread through the piggyback contract originally procured by the Riverside Unified School District RFP No. 2017/18-11 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 fresh bread in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Riverside Unified School District RFP No. 2017/18-11.

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

Section 5. Effective Date. This resolution shall be effective as of July 1, 2022, for the term ending June 30, 2023.

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 21st day of July 2022 by the following vote:

Bridge	_____
Cruz	_____
Na	_____
Schaffer	_____
Gagnier	_____

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

---

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

**Chino Valley Unified School District  
Resolution 2022/2023-03  
Authorization to Utilize the Pomona Valley Co-Op Lead Agency:  
Pomona Unified School District RFP 05(1920)FN With Gold Star Foods  
to Purchase Distribution of USDA Foods and Commercial Food Products  
Through the Piggyback Contract**

**WHEREAS**, the Board of Education (Board) of the Chino Valley Unified School District (District) has determined that a true and very real need exists to procure distribution of USDA foods and commercial food products for the District;

**WHEREAS**, Pomona Valley Co-Op Lead Agency: Pomona Unified School District currently has a piggyback contract, RFP 05(1920)FN, in accordance with Public Contract Code 20118 with Gold Star Foods, that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

**WHEREAS**, the Board has determined that it is in the best interest of the District to authorize the purchase of distribution of USDA foods and commercial food products through the piggyback contract procured by the Pomona Valley Co-Op Lead Agency: Pomona Unified School District RFP 05(1920)FN.

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

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

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of distribution of USDA foods and commercial food products through the piggyback contract originally procured by the Pomona Valley Co-Op Lead Agency: Pomona Unified School District RFP 05(1920)FN is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.



Section 3. Authorization. The Board hereby authorizes the acquisition of distribution of USDA foods and commercial food products in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Pomona Valley Co-Op Lead Agency: Pomona Unified School District RFP 05(1920)FN.

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

Section 5. Effective Date. This resolution shall be effective as of July 1, 2022, for the term ending June 30, 2023.

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 21st day of July 2022 by the following vote:

Bridge	_____
Cruz	_____
Na	_____
Schaffer	_____
Gagnier	_____

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

---

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

**Chino Valley Unified School District  
Resolution 2022/2023-04  
Authorization to Utilize the California Multiple Award Schedule (CMAS)  
4-21-03-1026 With Carrier Corporation  
to Purchase Carrier: Air Filtration System, HVAC Equipment, and Equipment  
Repair  
Through the Piggyback Contract**

**WHEREAS**, the Board of Education (Board) of the Chino Valley Unified School District (District) has determined that a true and very real need exists to procure Carrier: air filtration system, HVAC equipment, and equipment repair for the District;

**WHEREAS**, CMAS currently has a piggyback contract, 4-21-10-1072, in accordance with Public Contract Code 20118 with Carrier Corporation, that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

**WHEREAS**, the Board has determined that it is in the best interest of the District to authorize the purchase of Carrier: air filtration system, HVAC equipment, and equipment repair through the piggyback contract procured by the CMAS 4-21-10-1072.

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

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

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of Carrier: air filtration system, HVAC equipment, and equipment repair through the piggyback contract originally procured by the CMAS 4-21-10-1072 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 Carrier: air filtration system, HVAC equipment, and equipment repair in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the CMAS 4-21-10-1072.

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 October 27, 2021, for the term ending May 31, 2023.

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 21st day of July 2022 by the following vote:

Bridge	_____
Cruz	_____
Na	_____
Schaffer	_____
Gagnier	_____

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

---

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

**Chino Valley Unified School District  
Resolution 2022/2023-05  
Authorization to Utilize the Savanna School District 2021 District-Wide Contract  
With Elite Modular Leasing & Sales, Inc.  
to Purchase, Lease, Relocation Dismantling, Removal of DSA Approved Portable  
Buildings  
Through the Piggyback Contract**

**WHEREAS**, the Board of Education (Board) of the Chino Valley Unified School District (District) has determined that a true and very real need exists to procure purchase, lease, relocation dismantling, removal of DSA approved portable buildings for the District;

**WHEREAS**, Savanna School District currently has a piggyback contract, 2021 District-Wide Contract, in accordance with Public Contract Code 20118 with elite Modular Leasing & Sales, Inc., that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

**WHEREAS**, the Board has determined that it is in the best interest of the District to authorize the purchase of purchase, lease, relocation dismantling, and removal of DSA approved portable buildings through the piggyback contract procured by the Savanna School District 2021 District-Wide Contract.

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

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

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of purchase, lease, relocation dismantling, and removal of DSA approved portable Buildings through the piggyback contract originally procured by the Savanna School District 2021 District-Wide Contract 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 purchase, lease, relocation dismantling, and removal of DSA approved portable Buildings in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Savanna School District 2021 District-Wide Contract.

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

Section 5. Effective Date. This resolution shall be effective as of June 19, 2020, for the term ending February 8, 2023.

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 21st day of July 2022 by the following vote:

Bridge	_____
Cruz	_____
Na	_____
Schaffer	_____
Gagnier	_____

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

---

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

**Chino Valley Unified School District  
Resolution 2022/2023-06  
Authorization to Utilize the SBCSS 19-20-1273 Furniture:  
Systems and Stand Alone With Culver-Newlin  
to Purchase Classroom and Office Furniture  
Through the Piggyback Contract**

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

**WHEREAS**, SBCSS currently has a piggyback contract, 19/20-1273 Furniture: Systems and Stand Alone, in accordance with Public Contract Code 20118 with Culver-Newlin, that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

**WHEREAS**, the Board has determined that it is in the best interest of the District to authorize the purchase of classroom and office furniture through the piggyback contract procured by the SBCSS 19/20-1273 Furniture: Systems and Stand Alone.

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

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

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

Section 3. Authorization. The Board hereby authorizes the acquisition of classroom and office furniture in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the SBCSS 19/20-1273 Furniture: Systems and Stand Alone.

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

Section 5. Effective Date. This resolution shall be effective as of July 1, 2022, for the term ending June 30, 2023.

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 21st day of July 2022 by the following vote:

Bridge	_____
Cruz	_____
Na	_____
Schaffer	_____
Gagnier	_____

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

---

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

**Chino Valley Unified School District  
Resolution 2022/2023-08  
Authorization to Utilize the Val Verde Unified School District Bid 21/22-001  
Just N Time Classroom and Office Supplies  
With Southwest School and Office Supplies  
to Purchase Just In Time Classroom and Office Supplies  
Through the Piggyback Contract**

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

**WHEREAS**, Val Verde Unified School District currently has a piggyback contract, Bid 21/22-001 Just N Time Classroom and Office Supplies, in accordance with Public Contract Code 20118 with Southwest School and Office Supplies, that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

**WHEREAS**, the Board has determined that it is in the best interest of the District to authorize the purchase of Just In Time classroom and office supplies through the piggyback contract procured by the Val Verde Unified School District Bid 21/22-001 Just N Time Classroom and Office Supplies.

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

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

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of Just In Time classroom and office supplies through the piggyback contract originally procured by the Val Verde Unified School District Bid 21/22-001 Just N Time Classroom and Office Supplies 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 Just In Time classroom and office supplies in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Val Verde Unified School District Bid 21/22-001 Just N Time Classroom and Office Supplies.

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

Section 5. Effective Date. This resolution shall be effective as of June 15, 2022, for the term ending June 14, 2023.

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 21st day of July 2022 by the following vote:

Bridge	_____
Cruz	_____
Na	_____
Schaffer	_____
Gagnier	_____

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

---

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

**Chino Valley Unified School District  
Resolution 2022/2023-09  
Authorization to Utilize the Jurupa Unified School District Bid 21-22-08NS  
With Sysco Riverside, Inc.  
to Purchase Grocery Products  
Through the Piggyback Contract**

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

**WHEREAS**, Jurupa Unified School District currently has a piggyback contract, Bid 21-22-08NS, in accordance with Public Contract Code 20118 with Sysco Riverside, Inc., that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

**WHEREAS**, the Board has determined that it is in the best interest of the District to authorize the purchase of grocery products through the piggyback contract procured by the Jurupa Unified School District Bid 21-22-08NS.

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

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

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of grocery products through the piggyback contract originally procured by the Jurupa Unified School District Bid 21-22-08NS 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 grocery products in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Jurupa Unified School District Bid 21-22-08NS.

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

Section 5. Effective Date. This resolution shall be effective as of July 1, 2022, for the term ending June 30, 2023.

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 21st day of July 2022 by the following vote:

Bridge	_____
Cruz	_____
Na	_____
Schaffer	_____
Gagnier	_____

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

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

**Chino Valley Unified School District  
Resolution 2022/2023-10  
Authorization to Utilize the Claremont Unified School District RFP 21/22:01  
With P&R Paper Supply, Plastic Connections, and Individual Food Service  
to Purchase Paper Products  
Through the Piggyback Contract**

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

**WHEREAS**, Claremont Unified School District currently has a piggyback contract, RFP 21/22:01, in accordance with Public Contract Code 20118 with P&R Paper Supply, Plastic Connections, and Individual Food Service, that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

**WHEREAS**, the Board has determined that it is in the best interest of the District to authorize the purchase of paper products through the piggyback contract procured by the Claremont Unified School District RFP 21/22:01.

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

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

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of paper products through the piggyback contract originally procured by the Claremont Unified School District RFP 21/22:01 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 paper products in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Claremont Unified School District RFP 21/22:01.

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

Section 5. Effective Date. This resolution shall be effective as of July 1, 2022, for the term ending June 30, 2023.

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 21st day of July 2022 by the following vote:

Bridge	_____
Cruz	_____
Na	_____
Schaffer	_____
Gagnier	_____

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

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

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

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

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**BACKGROUND**

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

<b>CUPCCAA Project</b>	<b>Project Description</b>	<b>Contractor</b>	<b>Original Quotation</b>	<b>Change Order</b>	<b>Total</b>	<b>Funding Source</b>
CC2022-05	Don Lugo HS Fire Alarm Panel Upgrade	Time and Alarm Systems	\$47,985.58	N/A	\$47,985.58	01
CC2022-24	Adult School, AEC, Ayala HS, and Buena Vista HS Tree Trimming	Mission Landscape Co., Inc.	\$20,085.00	N/A	\$20,085.00	01
CC2022-50	Don Lugo HS Library Casework Replacement	David M. Bertino Mfg., Inc.	\$42,280.00	N/A	\$42,280.00	01
CC2022-53	Don Lugo HS Preparation for Soffit Replacement	Nextgen Construction, Inc.	\$20,000.00	N/A	\$20,000.00	01
CC2022-54	Don Lugo HS Gym Floor Resurface and Paint	Coastal Sports Flooring	\$55,975.00	\$3,875.00	\$59,850.00	01
CC2022-56	Ramona JHS MPR Flooring Repairs	Rite-Way Flooring, Inc.	\$15,489.08	N/A	\$15,489.08	01
CC2022-57	Adult School HVAC Replacement Rm. 7	Leading Edge Air Conditioning	\$18,750.00	N/A	\$18,750.00	01
CC2022-59	Don Lugo HS Ceiling Tile Replacement	John Buck dba J2 Builders	\$58,200.00	N/A	\$58,200.00	21

<b>CUPCCAA Project</b>	<b>Project Description</b>	<b>Contractor</b>	<b>Original Quotation</b>	<b>Change Order</b>	<b>Total</b>	<b>Funding Source</b>
CC2022-61	Rhodes ES Carpet Replacement	Custom Craft Flooring	\$48,876.33	N/A	\$48,876.33	01
CC2022-63	Ayala HS Planter Infill Project	John Buck dba J2 Builders	\$56,420.00	NA	\$56,420.00	01

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

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 Change Order and Notice of Completion for CUPCCAA Projects.

**FISCAL IMPACT**

\$329,735.99 to General Fund 01.  
 \$58,200.00 to Building Fund 21.

NE:GJS:pw



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

## CHANGE ORDER

Date: 6/6/2022 BID/ CUPCAA #: CC2022-54 Change Order #: 01  
Project Title: Don Lugo HS Gym Floor Resurface and Paint  
Owner: Chino Valley Unified School District DSA Application #: NA DSA File #: NA  
Architect: NA Contractor: Coastal Sports Flooring

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

ITEM NO. 1: Description: School logo adjustments in the center of basketball court  
Reason: New Center Logo – enlarged logo, supply, and installation  
Document Ref: Change Order Request dated 5/10/2022  
Requested by: Chino Valley USD  
Change in Contract Sum: \$3,875.00  
Time Extension: 0 days

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

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

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



**CONTRACT SUMMARY**

The original contract amount was: \_\_\_\_\_ \$55,975.00

Previously approved change order amount(s): \_\_\_\_\_ \$0.00

The contract amount will be increased/decreased by this Change Order: \_\_\_\_\_ \$3,875.00



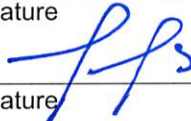

The new contract amount including this change order will be: \_\_\_\_\_ \$59,850.00

The original contract completion date: \_\_\_\_\_

The contract time will be **increased**/decreased by days: \_\_\_\_\_

The date of completion as a result of this Change Order is: \_\_\_\_\_

**APPROVED BY:**

Kristian Dena		06/06/2022
Contractor (Coastal Sports Flooring)	Signature	Date
NA	Signature	Date
DSA Inspector of Record (if applicable)	Signature	Date
NA	Signature	Date
Architect / Engineer (if applicable)	Signature	Date
NA	Signature	Date
Construction/Project Manager	Signature	Date
NA	Signature	Date
Authorized Department Head (if applicable)	Signature	Date
NA	Signature	Date
Director, Technology (if applicable)	Signature	Date
Carlos Camarena		6/8/2022
CVUSD Project Manager	Signature	Date
Martin Silveira		6/9/22
Director, Maintenance, Operations & Construction (if applicable)	Signature	Date
NA	Signature	Date
Director, Planning (if applicable)	Signature	Date
Greg Stachura		6/10/22
Owner (Authorized Agent)	Signature	Date

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR  
BID 19-20-50F, DON LUGO HS CULINARY CLASSROOM HOOD  
REPLACEMENT - REBID**

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**BACKGROUND**

On July 16, 2020, the Board of Education awarded Bid 19-20-50F, Don Lugo HS Culinary Classroom Hood Replacement - Rebid to John Buck dba J2 Builders. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
1	John Buck dba J2 Builders	\$78,650.00
	Bid Amount:	\$260,000.00
	Revised Total Project Amount:	\$338,650.00
	Retention Amount:	\$16,932.50

The change order results in a net increase of \$78,650.00 to the construction cost and 603 additional days in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on May 23, 2022.

Documentation indicating satisfactory completion and compliance with specification has been obtained from the following individuals: Michael Agib, DSA Inspector; Alex Rivera, Supervisor; and Martin Silveira, Director, Maintenance and Operations.

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

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

## **RECOMMENDATION**

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-50F, Don Lugo HS Culinary Classroom Hood Replacement - Rebid.

## **FISCAL IMPACT**

\$78,650.00 to Capital Facilities Fund 25.

NE:GJS:pw



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

## CHANGE ORDER

Date: 6/7/2022 BID/ CUPCAA #: 19-20-50F Change Order #: 01  
Project Title: Don Lugo HS Culinary Classroom Hood Replacement Rebid  
Owner: Chino Valley Unified School District DSA Application #: 04-117502 DSA File #: 36-H3  
Architect/Engineer: IMEG Corp. Contractor: John Buck dba J2 Builders

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 Description: Fabricate 7 new steel support structures for hood mounting per CCD. Attach to slab as noted. Frame new fur wall and apply Type X drywall. Extend gas lines at each location and extend electrical outlets to new face of wall.
- NO. 1:
- Reason: To comply with DSA Inspector's requests.
- Document Ref: Estimate 2020-500 (DLHS Culinary CO #2)
- Requested by: Chino Valley USD
- Change in Contract Sum: \$21,650.00
- Time Extension: 0 days
- ITEM Description: Perform additional work as required by DSA and shown in CCD05. Cut back existing roofing at 2 new MUA locations shown on CCD05. Perform necessary structural steel work to underside of metal roof deck at the existing penetration opening. Infill the opening per CCD detail. Sarnafill roofing to be performed by others. Cut, demo, and haul away portions of drywall ceiling to allow for structural steel work access to the underside of the metal deck. Install new drywall, tape, and finish the joints. Prime and paint the new drywall. Run additional conduit and wire to new MUA locations on roof, as needed to complete the electrical system.
- NO. 2:
- Reason: To comply with DSA Inspector's requests.
- Document Ref: Estimate 2021-580 (DLHS CO #3)
- Requested by: Chino Valley USD
- Change in Contract Sum: \$37,500.00
- Time Extension: 0 days
- ITEM Description: Perform additional work as required by DSA and shown in CCD#6. Demo and haul away section of drywall ceiling around center hood. Perform needed steel work to accommodate new work shown in CCD #6. Repair ceiling with new 5/8 Type X drywall, tape and sand for an acceptable finish. Prime and paint ceiling with paint. Install additional Ansul cabinets due to number of turns in the piping to avoid existing mechanical lines. Reroute and new rough in gas due to clearance needed for steel work.
- NO. 3:
- Reason: To comply with DSA Inspector's requests.

Document Ref: Estimate 2022-629 (CO#4 DLHS Culinary Kitchen)  
 Requested by: Chino Valley USD  
 Change in Contract Sum: \$19,500.00  
 Time Extension: 0 days







ITEM NO. 4: Description: Time Extension  
 Reason: Additional time required due to material shortage and DSA requirements.  
 Document Ref: NA  
 Requested by: Chino Valley USD  
 Change in Contract Sum: \$0.00  
 Time Extension: 603 days

**CONTRACT SUMMARY**

The original contract amount was: \$260,000.00  
 Previously approved change order amount(s): \$0.00  
 The contract amount will be **increased**/decreased by this Change Order: \$78,650.00  
 The new contract amount including this change order will be: \$338,650.00

The original contract completion date: 09/28/2020  
 The contract time will be **increased**/decreased by days: 603 days  
 The date of completion as a result of this Change Order is: 05/23/2022

**APPROVED BY:**

John Buck Contractor - John Buck dba J2 Builders		6/7/22
<b>Michael Agib</b> DSA Inspector of Record (if applicable) – TYR IOR Services		6/8/22
Joshua Massey Architect / Engineer (if applicable) – IMEG CORP.	 Joshua Massey	6/8/22
NA Construction/Project Manager		Date
NA Authorized Department Head (if applicable)		Date
NA Director, Technology (if applicable)		Date
Alex Rivera CVUSD Project Manager		6.9.2022
Martin Silveira Director, Maintenance, Operations & Construction (if applicable)		6.9.22
Director, Planning (if applicable)		Date
Greg Stachura Owner (Authorized Agent)		6/10/22

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 20-21-05F, AYALA HS ALTERATIONS – PHASE 3 (BP 06-02)**

=====

**BACKGROUND**

On April 15, 2021, the Board of Education awarded Bid 20-21-05F, Ayala HS Alterations – Phase 3 (BP 06-02) to K & Z Cabinet Co., Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
1	K & Z Cabinet Co., Inc.	(\$33,902.00)
	Bid Amount:	\$423,670.00
	Revised Total Project Amount:	\$389,768.00
	Retention Amount:	\$19,488.40

The change order results in a net decrease of \$33,902.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on February 28, 2022.

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

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

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 20-21-05F, Ayala HS Alterations – Phase 3 (BP 06-02).

**FISCAL IMPACT**

(\$33,902.00) to Building Fund 21.


NE:GJS:pw




Chino Valley Unified School District  
Facilities, Planning, and Operations Division  
**CHANGE ORDER**

Date: 04/29/2022 BID/ CUPCCAA #: 20-21-05F Change Order #: 001  
Project Title: Ayala High School Phase 3 – Alterations  
Owner: Chino Valley Unified School District DSA Application #: A04-119505 DSA File #: 36-H3  
Architect: PBK-WLC Architects Contractor: K&Z Cabinet Co. Inc. (BP 06-02)

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

ITEM NO. 1: Description: Reconcile Unused Unforeseen Allowance  
Reason: Reconcile Unused Unforeseen Allowance  
Document Ref: Change Order Request No. A-010 (PCO #A-208)  
Requested by: District  
Change in Contract Sum: (\$33,902.00) / DEDUCT   
Time Extension: 0 Calendar Days

**CONTRACT SUMMARY**

The original contract amount was: \$423,670.00  
Previously approved change order amount(s): \$0.00  
The contract amount will be **decreased** by this Change Order:  (\$33,902.00)  
The new contract amount including this change order will be: \$389,768.00

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


**APPROVED BY:**

Dennis Chan  05/04/2022 | 08:54 PDT  
Contractor – K&Z Cabinet Co. Inc. Signature Date

John Michael  05/04/2022 | 10:06 PDT  
Knowland Construction Services Signature Date  
DSA Inspector of Record (if applicable)



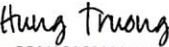
Jim DiCamillo  
PBK WLC Architects Inc.  
Architect / Engineer (if applicable)

DocuSigned by:  
  
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Signature

05/04/2022 | 09:09 PDT

Date

Hung Truong  
CW Driver  
Construction/Sr. Project Manager

DocuSigned by:  
  
DB919CAC3A0446B...  
Signature

05/04/2022 | 15:54 PDT

Date

Authorized Department Head (if applicable)

Signature

Date


Director, Technology (if applicable)

Signature

Date

Samuel Sousa  
CVUSD Project Manager

  
Signature

  
Date

Beverly Beemer  
Director, Planning (if applicable)

Signature

Date

Greg Stachura  
Owner (Authorized Agent)

Signature

Date

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 20-21-05F, AYALA HS ALTERATIONS – PHASE 3 (BP 09-05)**

=====

**BACKGROUND**

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

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
1	AJ Fistes Corporation	(\$21,334.00)
	Bid Amount:	\$166,606.00
	Revised Total Project Amount:	\$145,272.00
	Retention Amount:	\$7,263.60

The change order results in a net decrease of \$21,334.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on February 28, 2022.

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

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

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 20-21-05F, Ayala HS Alterations – Phase 3 (BP 09-05).

**FISCAL IMPACT**

(\$21,334.00) to Building Fund 21.

NE:GJS:pw



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

# CHANGE ORDER

Date: 06/17/2022 BID/ CUPCCAA #: 20-21-05F Change Order #: 001  
Project Title: Ayala High School Phase 3 – Alterations  
Owner: Chino Valley Unified School District DSA Application #: A04-119505 DSA File #: 36-H3  
Architect: PBK-WLC Architects Contractor: AJ Fistes Corporation (BP 09-05)

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

ITEM NO. 1: Description: Reconcile Unused Unforeseen Allowance  
Reason: Reconcile Unused Unforeseen Allowance  
Document Ref: Change Order Request No. A-011 (PCO #A-212)  
Requested by: District  
Change in Contract Sum: (\$21,334.00) / DEDUCT DS  
JF  
Time Extension: 0 Calendar Days

## CONTRACT SUMMARY

The original contract amount was: \$166,606.00  
Previously approved change order amount(s): \$0.00  
The contract amount will be increased/**decreased** by this Change Order: DS  
JF (\$21,334.00)  
The new contract amount including this change order will be: \$145,272.00

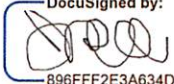
The original contract completion date: 02/01/2022  
The contract time will be increased/decreased by days: 0 days  
The date of completion as a result of this Change Order is: 02/01/2022

## APPROVED BY:

Jake Fistes  
Contractor – AJ Fistes Corporation  
DocuSigned by:  
Jake Fistes  
18E95B1CDE2F40A...  
Signature  
06/20/2022 | 14:11 PDT  
Date

John Michael  
Knowland Construction Services  
DSA Inspector of Record (if applicable)  
DocuSigned by:  
John Michael  
6A4504017F574D3...  
Signature  
06/20/2022 | 14:15 PDT  
Date

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

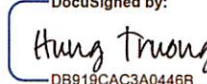
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06/20/2022 | 14:31 PDT

Signature

Date

Hung Truong  
CW Driver  
Construction/Sr. Project Manager

DocuSigned by:  
  
DB919CAC3A0446B...

06/20/2022 | 14:34 PDT

Signature

Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

Samuel Sousa  
CVUSD Project Manager

  
Signature

6/29/22  
Date

Martin Silveira  
Director, Maintenance, Operations &  
Construction (if applicable)

Signature

Date

Beverly Beemer  
Director, Planning (if applicable)

  
Signature

6/29/2022  
Date

Greg Stachura  
Owner (Authorized Agent)

  
Signature

6/30/22  
Date

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 21-22-01F, DISTRICT-WIDE ASPHALT REPAIRS**

=====

**BACKGROUND**

On July 15, 2021, the Board of Education awarded Bid 21-22-01F, District-Wide Asphalt Repairs to Premier Paving, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
2-Chaparral ES	Premier Paving, Inc.	\$0
	Bid Amount:	\$21,325.78
	Revised Total Project Amount:	\$21,325.78
	Retention Amount:	\$1,066.29

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
2-Cortez ES	Premier Paving, Inc.	\$0
	Bid Amount:	\$44,308.78
	Revised Total Project Amount:	\$44,308.78
	Retention Amount:	\$2,215.44

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
2-Glenmeade ES	Premier Paving, Inc.	\$0
	Previously Approved Change Order:	\$88,974.66
	Bid Amount:	\$159,537.78
	Revised Total Project Amount:	\$248,512.44
	Retention Amount:	\$12,425.62

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
2-Hidden Trails ES	Premier Paving, Inc.	\$0
	Previously Approved Change Order:	(\$2,777.77)
	Bid Amount:	\$10,421.77
	Revised Total Project Amount:	\$7,644.00
	Retention Amount:	\$382.20

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
2-Marshall ES	Premier Paving, Inc.	\$0
	Bid Amount:	\$80,903.78
	Revised Total Project Amount:	\$80,903.78
	Retention Amount:	\$4,045.19

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
2-Walnut ES	Premier Paving, Inc.	\$0
	Previously Approved Change Order:	(\$2,777.77)
	Bid Amount:	\$9,468.77
	Revised Total Project Amount:	\$6,691.00
	Retention Amount:	\$334.55

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
2-Canyon Hills JHS	Premier Paving, Inc.	\$9,281.00
	Previously Approved Change Order:	(\$2,777.78)
	Bid Amount:	\$376,045.78
	Revised Total Project Amount:	\$382,549.00
	Retention Amount:	\$19,127.45

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
2-Ramona JHS	Premier Paving, Inc.	\$0
	Previously Approved Change Order:	(\$2,777.78)
	Bid Amount:	\$274,127.78
	Revised Total Project Amount:	\$271,350.00
	Retention Amount:	\$13,567.50

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
2-Townsend JHS	Premier Paving, Inc.	\$45,507.00
	Previously Approved Change Order:	(\$2,777.78)
	Bid Amount:	\$380,859.78
	Revised Total Project Amount:	\$423,589.00
	Retention Amount:	\$21,179.45

The change order results in a net increase of \$54,788.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

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

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

## **RECOMMENDATION**

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 21-22-01F, District-Wide Asphalt Repairs.

## **FISCAL IMPACT**

\$54,788.00 to Deferred Maintenance Fund 14.

NE:GJS:pw





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

# CHANGE ORDER

Date: 6/15/2022 BID/ CUPCAA #: 21-22-01F Change Order #: 02  
Project Title: District Wide Asphalt Repairs  
Owner: Chino Valley Unified School District DSA Application #: NA DSA File #: NA  
Architect: NA Contractor: Premier Paving, Inc

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

ITEM NO. 1: Description: Canyon Hills JHS – additional concrete treatment for soil  
Reason: Due to unforeseen soil conditions  
Document Ref: Job #24081  
Requested by: Chino Valley USD  
Change in Contract Sum: \$9,281.00  
Time Extension: 0 days

ITEM NO. 2: Description: Townsend JHS – additional concrete treatment for soil  
Reason: Due to unforeseen soil conditions.  
Document Ref: Job #24079  
Requested by: Chino Valley USD  
Change in Contract Sum: \$45,507.00  
Time Extension: 0 days

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:

**PROJECT SUMMARY**

Location	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Chaparral ES	\$21,325.78	\$0.00	\$0.00	\$21,325.78
Cortez ES	\$44,308.78	\$0.00	\$0.00	\$44,308.78
Glenmeade ES	\$159,537.78	\$88,974.66	\$0.00	\$248,512.44
Hidden Trail ES	\$10,421.77	(\$2,777.77)	\$0.00	\$7,644.00
Marshall ES	\$80,903.78	\$0.00	\$0.00	\$80,903.78
Walnut ES	\$9,468.77	(\$2,777.77)	\$0.00	\$6,691.00
Canyon Hills JHS	\$376,045.78	(\$2,777.78)	\$9,281.00	\$382,549.00
Ramona JHS	\$274,127.78	(\$2,777.78)	\$0.00	\$271,350.00
Townsend JHS	\$380,859.78	(\$2,777.78)	\$45,507.00	\$423,589.00
<b>Totals:</b>	<b>\$1,357,000.00</b>	<b>\$75,085.78</b>	<b>\$54,788.00</b>	<b>\$1,486,873.78</b>

**CONTRACT SUMMARY**

The original contract amount was: \_\_\_\_\_ \$1,357,000.00  
 Previously approved change order amount(s): \_\_\_\_\_ \$75,085.78  
 The contract amount will be **increased**/decreased by this Change Order: \_\_\_\_\_ \$54,788.00  
 The new contract amount including this change order will be: \_\_\_\_\_ \$1,486,873.78

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

**APPROVED BY:**

Daniel Prescott		6/16/2022
Contractor (Premier Paving)	Signature	Date
NA	Signature	Date
DSA Inspector of Record (if applicable)	Signature	Date
NA	Signature	Date
Architect / Engineer (if applicable)	Signature	Date
NA	Signature	Date
Construction / Project Manager	Signature	Date
NA	Signature	Date
Authorized Department Head (if applicable)	Signature	Date
NA	Signature	Date
Director, Technology (if applicable)	Signature	Date
Alex Rivera		6-16-2022
CVUSD Project Manager	Signature	Date
Martin Silveira		6-16-22
Director, Maintenance & Operations (if applicable)	Signature	Date
Director, Planning (if applicable)	Signature	Date
Greg Stachura		6/16/22
Owner (Authorized Agent)	Signature	Date

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 21-22-04I, BUENA VISTA HS PORTABLE CLASSROOM INSTALLATION**

=====

**BACKGROUND**

On August 19, 2021, the Board of Education awarded Bid 21-22-04I, Buena Vista HS Portable Classroom Installation to Roadway Engineering & Contracting, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
1	Roadway Engineering & Contracting, Inc.	\$0.00
	Bid Amount:	\$189,800.00
	Revised Total Project Amount:	\$189,800.00
	Retention Amount:	\$9,490.00

The change order results in no change to the construction cost and 249 additional days in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on May 27, 2022.

Documentation indicating satisfactory completion and compliance with specification has been obtained from the following individuals: Knowland Construction, DSA Inspector; (WLC) PBK Architects, Architect/Engineer; Alex Rivera, Supervisor; and Martin Silveira, Director, Maintenance and Operations.

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

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 21-22-04I, Buena Vista HS Portable Classroom Installation.

**FISCAL IMPACT**

None.

NE:GJS:pw



Chino Valley Unified School District  
Facilities, Planning, and Operations Division  
**CHANGE ORDER**

Date: 5/25/2022 BID/ CUPCCAA #: 21-22-041 Change Order #: 01  
Project Title: Buena Vista High School Portable Classroom Installation  
Owner: Chino Valley Unified School District DSA Application #: A04-120219 DSA File #: 36-H3  
Architect: WLC Architect/PCK Architect Contractor: Roadway Engineering and Contracting Inc

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

ITEM NO. 1: Description: Time extension  
Reason: Material shortage nationwide from manufacturer.  
Document Ref: NA  
Requested by: Chino Valley USD and Roadway Engineering  
Change in Contract Sum: \$0.00  
Time Extension: 249 days

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

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

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

**CONTRACT SUMMARY**

The original contract amount was:	\$189,800.00
Previously approved change order amount(s):	\$0.00
The contract amount will be increased/decreased by this Change Order:	\$0.00
The new contract amount including this change order will be:	\$189,800.00

The original contract completion date:	9/22/2021
The contract time will be <b>increased</b> /decreased by days:	249 days
The date of completion as a result of this Change Order is:	5/27/2022

**APPROVED BY:**

<u>Eric Alvarez - Pres</u> Contractor (Roadway Engineering and Contracting Inc)	<u>[Signature]</u> Signature	<u>5/26/22</u> Date
<u>[Signature]</u> DSA Inspector of Record (if applicable) – Knowland	<u>[Signature]</u> Signature	<u>6/6/2022</u> Date
<u>J.P. Di Camillo</u> Architect / Engineer (if applicable) – WLC/PBK Architect	<u>[Signature]</u> Signature	<u>6.7.22</u> Date
NA Construction/Project Manager	Signature	Date
NA Authorized Department Head (if applicable)	Signature	Date
NA Director, Technology (if applicable)	Signature	Date
<u>Alex Rivera</u> CVUSD Project Manager	<u>[Signature]</u> Signature	<u>6.7.2022</u> Date
<u>Martin Silveira</u> Director, Maintenance, Operations & Construction (if applicable)	<u>[Signature]</u> Signature	<u>6.9.22</u> Date
NA Director, Planning (if applicable)	Signature	Date
<u>Greg Stachura</u> Owner (Authorized Agent)	<u>[Signature]</u> Signature	<u>6/10/22</u> Date

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: CHANGE ORDER FOR BID 19-20-17F, CHINO HS RECONSTRUCTION – PHASE I (BP 5)**

=====

**BACKGROUND**

On November 7, 2019, the Board of Education awarded Bid 19-20-17F, Chino HS Reconstruction – Phase I (BP 5) to Muhlhauser Steel, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
1	Muhlhauser Steel, Inc.	\$141,397.00
	Bid Amount:	\$9,310,000.00
	Revised Total Project Amount:	\$9,451,397.00

The change order results in a net increase of \$141,397.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order for Bid 19-20-17F, Chino HS Reconstruction – Phase I (BP 5).

**FISCAL IMPACT**

\$141,397.00 to Building Fund 21.

NE:GJS:pw



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

*bd 07/21/22*

# CHANGE ORDER

Date: June 14, 2022 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 #: \_\_\_\_\_  
Architect: PBK Architects Contractor: Muhlhauser Steel, Inc. BP#5

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:            | PCO 257: Added HSS frames at Bldg. B for wall fin support       |
|             | Reason:                 | Architect Change  |
|             | Document Ref:           | CCD #6 and CCD #58  |
|             | Requested by:           | Structural Engineer / DSA                                       |
|             | Change in Contract Sum: | \$31,684  |
|             | Time Extension:         | None  |
| ITEM NO. 2: | Description:            | PCO 258: Added structural steel in Bldg. C per submittal review |
|             | Reason:                 | Architect Change  |
|             | Document Ref:           | ASI #4  |
|             | Requested by:           | Structural Engineer   |
|             | Change in Contract Sum: | \$16,177  |
|             | Time Extension:         | None  |
| ITEM NO. 3: | Description:            | PCO 247: Added rain gutter and support steel at Bldg. D         |
|             | Reason:                 | Architect Change  |
|             | Document Ref:           | CCD #88   |
|             | Requested by:           | Architect   |
|             | Change in Contract Sum: | \$27,691  |
|             | Time Extension:         | None  |
| ITEM NO. 4: | Description:            | PCO 294: Added steel supports for Bldg. C exhaust fans          |
|             | Reason:                 | Additional Scope / Design Change                                |
|             | Document Ref:           | ASI #3, ASI #21, RFI 636  |
|             | Requested by:           | District  |
|             | Change in Contract Sum: | \$19,437  |
|             | Time Extension:         | None  |



ITEM NO. 5: Description: PCO 296: Provide modified steel embed plates  
Reason: Architect Change  
Document Ref: Building A, B, C structural steel submittals  
Requested by: Structural Engineer  
Change in Contract Sum: \$22,440  
Time Extension: None

ITEM NO. 6: Description: PCO 300: Provide extended roof condenser unit curbs  
Reason: Roofing manufacturer warranty requirements  
Document Ref: RFI 573  
Requested by: Prime Contractor  
Change in Contract Sum: \$23,968  
Time Extension: None

---

**CONTRACT SUMMARY**

The original contract amount was: \$9,310,000.00  
Previously approved change order amount(s): \$0.00  
The contract amount will be **increased**/decreased by this Change Order: \$141,397.00  
The new contract amount including this change order will be: \$9,451,397.00

The original contract completion date: 12/17/2021  
The contract time will be increased/decreased by days: 0  
The date of completion as a result of this Change Order is: 12/17/2021

---

**APPROVED BY:**

Tom Amador

*Thomas C. Amador*

06/28/2022

Contractor  
Kamal Israil

Signature

Date

*Kamal Israil*

06/29/2022

DSA Inspector of Record (if applicable)  
James P DiCamillo

Signature

Date

*James P DiCamillo*

06/29/2022

Architect / Engineer (if applicable)  
Robert C Stewart

Signature

Date

*Robert C Stewart*

06/29/2022

Construction/Project Manager

Signature

Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

*SAM SOUSA*

Signature

Date

CVUSD Project Manager

Signature

Date

Director, Maintenance, Operations & Construction (if applicable)

*Beverly Beemer*

Signature

Date

Director, Planning (if applicable)

*Greg Stachura*

Signature

Date

Owner (Authorized Agent)

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: CHANGE ORDER FOR BID 19-20-17F, CHINO HS RECONSTRUCTION – PHASE I (BP 10)**

=====

**BACKGROUND**

On November 7, 2019, the Board of Education awarded Bid 19-20-17F, Chino HS Reconstruction – Phase I (BP 10) to Velocity Glazing, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
2	Velocity Glazing, Inc.	\$97,087.00
	Previously Approved Change Order:	\$2,927.00
	Bid Amount:	\$4,088,000.00
	Revised Total Project Amount:	\$4,188,014.00

The change order results in a net increase of \$97,087.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order for Bid 19-20-17F, Chino HS Reconstruction – Phase I (BP 10).

**FISCAL IMPACT**

\$97,087.00 to Building Fund 21.

NE:GJS:pw

bd 07/22



Chino Valley Unified School District  
Facilities, Planning, and Operations Division  
**CHANGE ORDER**

Date: June 14, 2022 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 #: \_\_\_\_\_  
Architect: PBK Architects Contractor: Velocity Glazing, Inc. BP#10

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: PCO 463 - Aluminum break metal closure plates  
Reason: Architect change  
Document Ref: RFI #524  
Requested by: Architect  
Change in Contract Sum: \$32,496  
Time Extension: None
  
- ITEM NO. 2: Description: PCO 464 – Structural angles for curtain wall attachment  
Reason: Unforeseen condition  
Document Ref: RFI #464  
Requested by: Structural Engineer  
Change in Contract Sum: \$57,550  
Time Extension: None
  
- ITEM NO. 3: Description: PCO 506 – Provide full height storefront Bldg. D rooms 208/209  
Reason: Architect change  
Document Ref: RFI #711  
Requested by: Architect  
Change in Contract Sum: \$7,041  
Time Extension: None
  
- ITEM NO. 4: Description:  
Reason:  
Document Ref:  
Requested by:  
Change in Contract Sum:  
Time Extension:

# CONTRACT SUMMARY

The original contract amount was: \$4,088,000.00

Previously approved change order amount(s): \$2,927.00

The contract amount will be **increased** by this Change Order: \$97,087.00





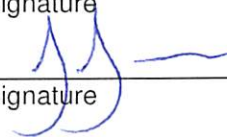

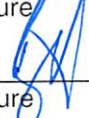
The new contract amount including this change order will be: \$4,188,014.00

The original contract completion date: 12/17/2021

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

The date of completion as a result of this Change Order is: 12/17/2021

## APPROVED BY:

Chris Bonet		06/24/2022
Contractor Kamal Israil	Signature 	Date 06/25/2022
DSA Inspector of Record (if applicable) Jim DiCamillo	Signature 	Date 06/25/2022
Architect / Engineer (if applicable) Robert Stewart	Signature 	Date 06/27/2022
Construction/Project Manager	Signature	Date
Authorized Department Head (if applicable)	Signature	Date
Director, Technology (if applicable)  SAM SOUSA	Signature 	Date 6/29/22
CVUSD Project Manager	Signature	Date
Director, Maintenance, Operations & Construction (if applicable)  Beverly Beemer	Signature 	Date 6/29/2022
Director, Planning (if applicable)  Greg Stachura	Signature 	Date 6/30/22
Owner (Authorized Agent)	Signature	Date

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: CHANGE ORDER FOR BID 19-20-17F, CHINO HS RECONSTRUCTION – PHASE I (BP 16)**

=====

**BACKGROUND**

On November 7, 2019, the Board of Education awarded Bid 19-20-17F, Chino HS Reconstruction – Phase I (BP 16) to David M. Bertino Manufacturing, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
2	David M. Bertino Manufacturing, Inc.	\$71,511.00
	Previously Approved Change Order:	\$59,006.00
	Bid Amount:	\$1,819,935.00
	Revised Total Project Amount:	\$1,950,452.00

The change order results in a net increase of \$71,511.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order for Bid 19-20-17F, Chino HS Reconstruction – Phase I (BP 16).

**FISCAL IMPACT**

\$71,511.00 to Building Fund 21.

NE:GJS:pw

bd 07/21/22



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

**CHANGE ORDER**

Date: June 14, 2022 BID/ CUPCCAA #: 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 #: \_\_\_\_\_  
Architect: PBK Architects Contractor: David M. Bertino Manufacturing, Inc. BP#16

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: PCO 410 – Provide wood wall caps at Bldgs. B & C stairwell  
Reason: Architect change  
Document Ref: RFI #375  
Requested by: Architect  
Change in Contract Sum: \$15,500  
Time Extension: None

ITEM NO. 2: Description: PCO 477 – Provide two new fume hoods in Bldg. D  
Reason: Bio Med Academy / Additional Scope  
Document Ref: ASI #21  
Requested by: District  
Change in Contract Sum: \$56,011  
Time Extension: None

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: \$1,819,935.00

Previously approved change order amount(s): \$59,006.00

The contract amount will be **increased** by this Change Order: \$71,511.00

The new contract amount including this change order will be: \$1,950,452.00

The original contract completion date: 12/17/2021

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

The date of completion as a result of this Change Order is: 12/17/2021

## APPROVED BY:

Dylan Bertino

*Dylan Bertino*

06/24/2022

Contractor  
Kamal Israil

Signature

Date

*Kamal Israil*

06/24/2022

DSA Inspector of Record (if applicable)

Signature

Date

Jim DiCamillo

*James P. DiCamillo*

06/25/2022

Architect / Engineer (if applicable)

Signature

Date

Robert Stewart

*Robert Stewart*

06/27/2022

Construction/Project Manager

Signature

Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

*SAM SOUSA*

*SAM SOUSA*

6/29/22

CVUSD Project Manager

Signature

Date

Director, Maintenance, Operations & Construction (if applicable)

Signature

Date

*Beverly Beemer*

*Beverly Beemer*

6/29/2022

Director, Planning (if applicable)

Signature

Date

*Greg Stachura*

*Greg Stachura*

6/30/22

Owner (Authorized Agent)

Signature

Date



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: CHANGE ORDER FOR BID 19-20-17F, CHINO HS RECONSTRUCTION – PHASE I (BP 18)**

=====

**BACKGROUND**

On November 7, 2019, the Board of Education awarded Bid 19-20-17F, Chino HS Reconstruction – Phase I (BP 18) to JPI Development Group, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
1	JPI Development Group, Inc.	\$97,625.00
	Previously Approved Change Order:	\$255,863.00
	Bid Amount:	\$3,563,000.00
	Revised Total Project Amount:	\$3,916,488.00

The change order results in a net increase of \$97,625.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order for Bid 19-20-17F, Chino HS Reconstruction – Phase I (BP 18).

**FISCAL IMPACT**

\$97,625.00 to Building Fund 21.

NE:GJS:pw

62072/22



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

# CHANGE ORDER

Date: June 14, 2022 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 #: \_\_\_\_\_  
Architect: PBK Architects Contractor: JPI Development Group, Inc. – BP#18

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: PCO 129 – Provide floor drains at stairwells  
Reason: Architect change  
Document Ref: RFI 334  
Requested by: Architect  
Change in Contract Sum: \$13,254  
Time Extension: None
  
- ITEM NO. 2: Description: PCO 143 – Provide two new fume hoods in Bldg. D  
Reason: Additional scope / design change  
Document Ref: ASI #21  
Requested by: District  
Change in Contract Sum: \$6,363.00  
Time Extension: None
  
- ITEM NO. 3: Description: PCO 247 – Provide new rain gutter connections at Bldg. D  
Reason: Architect change  
Document Ref: CCD #88; RFI #618  
Requested by: Architect  
Change in Contract Sum: \$8,744.00  
Time Extension: None
  
- ITEM NO. 4: Description: PCO 269 – Add acid waste vents at Bldgs. C and D  
Reason: Architect change  
Document Ref: RFI #648 & 681  
Requested by: Architect  
Change in Contract Sum: \$25,764.00  
Time Extension: None

ITEM NO. 5: Description: PCO 286 – Provide new dishwasher hook ups in Bldgs. C&D  
Reason: Additional scope / design change  
Document Ref: ASI #35  
Requested by: District  
Change in Contract Sum: \$6,596.00  
Time Extension: None

ITEM NO. 6: Description: PCO 293 – Adjust roof drains at canopies for revised insulation  
Reason: Architect change  
Document Ref: RFI's #662, 694, 732  
Requested by: Architect  
Change in Contract Sum: \$16,753.00  
Time Extension: None

ITEM NO. 7: Description: PCO 476 – Provide VRF fan coil condenser pumps Bldg. D  
Reason: Architect change  
Document Ref: RFI #879  
Requested by: Architect  
Change in Contract Sum: \$20,151.00  
Time Extension: None

---

## CONTRACT SUMMARY

The original contract amount was:	<u>\$3,563,000.00</u>
Previously approved change order amount(s):	<u>\$255,863.00</u>
The contract amount will be <b>increased</b> by this Change Order:	<u>\$97,625.00</u>
The new contract amount including this change order will be:	<u>\$3,916,488.00</u>
The original contract completion date:	<u>12/17/2021</u>
The contract time will be increased/decreased by days:	<u>0</u>
The date of completion as a result of this Change Order is:	<u>12/17/2021</u>

---

**APPROVED BY:**

Dan Janikowski

*Dan Janikowski*

06/27/2022

Contractor  
Kamal Israil

Signature

Date

*Kamal Israil*

06/27/2022

DSA Inspector of Record (if applicable)  
Jim DiCamillo

Signature

Date

*James P DiCamillo*

06/27/2022

Architect / Engineer (if applicable)  
Robert Stewart

Signature

Date

*[Signature]*

06/27/2022

Construction/Project Manager

Signature

Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

*SAM SOUSA*

Signature

Date

*[Signature]*

*6/29/22*

CVUSD Project Manager

Director, Maintenance, Operations & Construction (if applicable)

Signature

Date

*Beverly Beemer*

Signature

Date

*[Signature]*

*6/29/2022*

Director, Planning (if applicable)

*Greg Stachura*

Signature

Date

*6/30/22*

Owner (Authorized Agent)

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: CHANGE ORDER FOR BID 19-20-17F, CHINO HS RECONSTRUCTION – PHASE I (BP 19)**

=====

**BACKGROUND**

On November 7, 2019, the Board of Education awarded Bid 19-20-17F, Chino HS Reconstruction – Phase I (BP 19) to Valley Pipeline Services, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
2	Valley Pipeline Services, Inc.	\$107,749.00
	Previously Approved Change Order:	\$45,269.00
	Bid Amount:	\$2,396,000.00
	Revised Total Project Amount:	\$2,549,018.00

The change order results in a net increase of \$107,749.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order for Bid 19-20-17F, Chino HS Reconstruction – Phase I (BP 19).

**FISCAL IMPACT**

\$107,749.00 to Building Fund 21.

NE:GJS:pw



6/20/22

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

**CHANGE ORDER**

Date: June 14, 2022 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 #: \_\_\_\_\_  
 Architect: PBK Architects Contractor: Valley Pipeline Services, Inc. BP#19

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: PCO 418 – Relocate pressure reducing valve for new water service  
 Reason: Project phasing / Unforeseen Condition  
 Document Ref: COR #038  
 Requested by: District  
 Change in Contract Sum: \$107,749.00  
 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: \$2,396,000.00

Previously approved change order amount(s): \$45,269.00

The contract amount will be **increased** by this Change Order: \$107,749.00








The new contract amount including this change order will be: \$2,549,018.00

The original contract completion date: 12/17/2021

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

The date of completion as a result of this Change Order is: 12/17/2021

**APPROVED BY:**

Steve Vatter		06/27/2022
Contractor Kamal Israil	Signature 	Date 06/27/2022
DSA Inspector of Record (if applicable) Jim DiCamillo	Signature 	Date 06/27/2022
Architect / Engineer (if applicable) Robert Stewart	Signature 	Date 06/27/2022
Construction/Project Manager	Signature	Date
Authorized Department Head (if applicable)	Signature	Date
Director, Technology (if applicable) SAM SOUSA	Signature 	Date 6/29/22
CVUSD Project Manager	Signature	Date
Director, Maintenance, Operations & Construction (if applicable) Beverly Beemer	Signature 	Date 6/29/2022
Director, Planning (if applicable) Greg Stachura	Signature 	Date 6/30/22
Owner (Authorized Agent)	Signature	Date

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: CHANGE ORDER FOR BID 19-20-24F, CHINO HS RECONSTRUCTION-PHASE I (BP 20)**

=====

**BACKGROUND**

On February 20, 2020, the Board of Education awarded Bid 19-20-24F, Chino HS Reconstruction-Phase I (BP 20) to West-Tech Mechanical, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
2	West-Tech Mechanical, Inc.	\$116,621.00
	Previously Approved Change Order:	\$201,664.00
	Bid Amount:	\$4,495,500.00
	Revised Total Project Amount:	\$4,813,785.00

The change order results in a net increase of \$116,621.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order for Bid 19-20-24F, Chino HS Reconstruction-Phase I (BP 20).

**FISCAL IMPACT**

\$116,621.00 to Building Fund 21.

NE:GJS::pw





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

# CHANGE ORDER

*hdo 7/2/22*

Date: June 14, 2022      BID/ CUPCAA #: 19-20-24F      Change Order #: 002  
 Project Title: Chino High School Reconstruction Phase 1  
 Owner: Chino Valley Unified School District      DSA Application #: 04-117507      DSA File #: \_\_\_\_\_  
 Architect: PBK Architects      Contractor: West-Tech Mechanical, Inc. BP#20

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:      PCO 143 – Building D HVAC revisions  
                  Reason:              Additional scope / design change  
                  Document Ref:      ASI #21  
                  Requested by:      Mechanical Engineer  
                  Change in Contract Sum:      \$116,621  
                  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: \$4,495,500.00

Previously approved change order amount(s): \$201,664.00

The contract amount will be **increased** by this Change Order: \$116,621.00

The new contract amount including this change order will be: \$4,813,785.00

The original contract completion date: 12/17/2021

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

The date of completion as a result of this Change Order is: 12/17/2021

**APPROVED BY:**

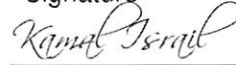
AJ Ahmad



06/26/2022

Contractor  
Kamal Israil

Signature




Date

06/27/2022

DSA Inspector of Record (if applicable)  
Jim DiCamillo

Signature

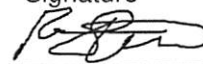


Date

06/27/2022

Architect / Engineer (if applicable)  
Robert Stewart

Signature



Date

06/27/2022

Construction/Project Manager

Signature

Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

*SAM SOUSA*

Signature

Date

*6/29/22*

CVUSD Project Manager

Director, Maintenance, Operations & Construction (if applicable)

Signature

Date

*Beverly Beemer*

Signature

*6/29/2022*

Director, Planning (if applicable)

Signature

Date

*6/30/22*

*Greg Stachura*

Owner (Authorized Agent)

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: CHANGE ORDER FOR BID 19-20-32F, CHINO HS RECONSTRUCTION – PHASE II (BP 5)**

=====

**BACKGROUND**

On June 18, 2020, the Board of Education awarded Bid 19-20-32F, Chino HS Reconstruction – Phase II (BP 5) to Vulcan Steel. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
1	Vulcan Steel	\$33,632.31
	Bid Amount:	\$6,182,602.00
	Revised Total Project Amount:	\$6,216,234.31

The change order results in a net increase of \$33,632.31 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order for Bid 19-20-32F, Chino HS Reconstruction – Phase II (BP 5).

**FISCAL IMPACT**

\$33,632.31 to Building Fund 21.

NE:GJS:pw

bdo72122



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

# CHANGE ORDER

Date: June 15, 2022      BID/ CUPCAA #: 19-20-32F      Change Order #: 001

Project Title: Chino High School Reconstruction Phase 2

Owner: Chino Valley Unified School District      DSA Application #: 04-117507      DSA File #: \_\_\_\_\_

Architect: PBK Architects      Contractor: Vulcan Steel BP#5

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:                      Added structural steel beams to support added HVAC Units

Reason:                              District change,

Document Ref:                    ASI#21 / Revision#4 CE#232

Requested by:                    District Change

Change in Contract Sum:      \$33,632.31

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**

**Our Motto:**

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

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: CHANGE ORDER FOR BID 19-20-32F, CHINO HS RECONSTRUCTION – PHASE II (BP 19)**

=====

**BACKGROUND**

On June 18, 2020, the Board of Education awarded Bid 19-20-32F, Chino HS Reconstruction – Phase II (BP 19) to Fischer, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
1	Fischer, Inc.	\$93,902.00
	Bid Amount:	\$1,668,000.00
	Revised Total Project Amount:	\$1,761,902.00

The change order results in a net increase of \$93,902.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order for Bid 19-20-32F, Chino HS Reconstruction – Phase II (BP 19).

**FISCAL IMPACT**

\$93,902.00 to Building Fund 21.

NE:GJS:pw



bd 072122

Chino Valley Unified School District  
Facilities, Planning, and Operations Division  
**CHANGE ORDER**

Date: June 15, 2022 BID/ CUPCCAA #: 19-20-32F Change Order #: 001  
Project Title: Chino High School Reconstruction Phase 2  
Owner: Chino Valley Unified School District DSA Application #: 04-117507 DSA File #: \_\_\_\_\_  
Architect: PBK Architects Contractor: Fischer, Inc BP#19

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: Site utilities re-routing of domestic water, storm water, and gas piping to existing County Building scheduled to remain  
Reason: District Change, Existing County Building to remain.  
Document Ref: CCD 157, CE# 418  
Requested by: District  
Change in Contract Sum: \$93,902.00  
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:	\$1,668,000.
Previously approved change order amount(s):	\$0.00
The contract amount will be <b>increased</b> /decreased by this Change Order:	\$93,902.00
The new contract amount including this change order will be:	\$1,761,902.
The original contract completion date:	04/28/2023
The contract time will be increased/decreased by days:	0
The date of completion as a result of this Change Order is:	04/28/2023

**APPROVED BY:**

Robert McGinley

*Robert McGinley* \_\_\_\_\_ 06/28/2022

Contractor  
Kamal Ismail \_\_\_\_\_ Signature \_\_\_\_\_ Date 06/28/2022

DSA Inspector of Record (if applicable)  
Jim DiCamillo \_\_\_\_\_ Signature \_\_\_\_\_ Date 06/28/2022

Architect / Engineer (if applicable)  
Derek Davis \_\_\_\_\_ Signature \_\_\_\_\_ Date 06/28/2022

Construction/Project Manager \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Department Head (if applicable) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Director, Technology (if applicable) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

*SAM SOUSA*  
CVUSD Project Manager \_\_\_\_\_ Signature \_\_\_\_\_ Date 6/29/22

Director, Maintenance, Operations & Construction (if applicable) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

*Beverly Beemer*  
Director, Planning (if applicable) \_\_\_\_\_ Signature \_\_\_\_\_ Date 6/29/2022

*Greg Stachura*  
Owner (Authorized Agent) \_\_\_\_\_ Signature \_\_\_\_\_ Date 6/30/22



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: CHANGE ORDER FOR BID 19-20-32F, CHINO HS RECONSTRUCTION – PHASE II (BP 20)**

=====

**BACKGROUND**

On June 18, 2020, the Board of Education awarded Bid 19-20-32F, Chino HS Reconstruction – Phase II (BP 20) to Alpha Mechanical. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
1	Alpha Mechanical	\$96,097.66
	Bid Amount:	\$2,379,000.00
	Revised Total Project Amount:	\$2,475,097.66

The change order results in a net increase of \$96,097.66 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order for Bid 19-20-32F, Chino HS Reconstruction – Phase II (BP 20).

**FISCAL IMPACT**

\$96,097.66 to Building Fund 21.

NE:GJS:pw

bd 072102



Chino Valley Unified School District  
Facilities, Planning, and Operations Division  
**CHANGE ORDER**

Date: June 15, 2022 BID/ CUPCAA #: 19-20-32F Change Order #: 001  
Project Title: Chino High School Reconstruction Phase 2  
Owner: Chino Valley Unified School District DSA Application #: 04-117507 DSA File #: \_\_\_\_\_  
Architect: PBK Architects Contractor: Alpha Mechanical BP#20

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: Added HVAC Units and ductwork to provide air conditioning for new offices  
Reason: District change,  
Document Ref: ASI#21 / Revision#4 CE#232  
Requested by: District Change  
Change in Contract Sum: \$96,097.66  
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: \$2,379,000.00

Previously approved change order amount(s): \$0.00

The contract amount will be **increased**/decreased by this Change Order: \$96,097.66

The new contract amount including this change order will be: \$2,475,097.66

The original contract completion date: 04/28/2023

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

The date of completion as a result of this Change Order is: 04/28/2023

## APPROVED BY:

William Kline



06/27/2022

Contractor  
Kamal Israil

Signature

Date



06/27/2022

DSA Inspector of Record (if applicable)  
Jim DiCamillo

Signature

Date



06/27/2022

Architect / Engineer (if applicable)  
Derek Davis

Signature

Date



06/27/2022

Construction/Project Manager

Signature

Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

*SAM SOUSA*



6/29/22

CVUSD Project Manager

Signature

Date

Director, Maintenance, Operations & Construction (if applicable)

Signature

Date

*Beverly Beemer*



6/29/2022

Director, Planning (if applicable)

Signature

Date

*Greg Stachura*



6/30/22

Owner (Authorized Agent)

Signature

Date

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: CHANGE ORDER FOR BID 19-20-32F, CHINO HS RECONSTRUCTION – PHASE II (BP 21)**

=====

**BACKGROUND**

On June 18, 2020, the Board of Education awarded Bid 19-20-32F, Chino HS Reconstruction – Phase II (BP 21) to Southern California West Coast Electric. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
1	Southern California West Coast Electric	\$296,030.05
	Bid Amount:	\$7,950,000.00
	Revised Total Project Amount:	\$8,246,030.05

The change order results in a net increase of \$296,030.05 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order for Bid 19-20-32F, Chino HS Reconstruction – Phase II (BP 21).

**FISCAL IMPACT**

\$296,030.05 to Building Fund 21.

NE:GJS:pw

bd 072122



Chino Valley Unified School District  
Facilities, Planning, and Operations Division  
**CHANGE ORDER**

Date: June 15, 2022 BID/ CUPCAA #: 19-20-32F - Change Order #: 001  
Project Title: Chino High School Reconstruction Phase 2  
Owner: Chino Valley Unified School District DSA Application #: 04-117507 DSA File #: \_\_\_\_\_  
Architect: PBK Architects Contractor: Southern California West Coast Electric BP#21

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: Re-routing electrical, fire alarm, and low voltage work for existing county building scheduled to remain.  
Reason: District Change, existing county building to remain.  
Document Ref: CCD 157, CE# 418  
Requested by: District  
Change in Contract Sum: \$296,030.05  
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: \$7,950,000.00

Previously approved change order amount(s): \$0.00

The contract amount will be **increased**/decreased by this Change Order: \$296,030.05

The new contract amount including this change order will be: \$8,246,030.05

The original contract completion date: 04/28/2023

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

The date of completion as a result of this Change Order is: 04/28/2023

**APPROVED BY:**

Jared Stauffer

*Jared Stauffer*

06/28/2022

Contractor

Kamal Israel

Signature

*Kamal Israel*

Date

06/28/2022

DSA Inspector of Record (if applicable)

Jim DiCamillo

Signature

*James P DiCamillo*

Date

06/28/2022

Architect / Engineer (if applicable)

Derek Davis

Signature

*Derek Davis*

Date

06/28/2022

Construction/Project Manager

Signature

Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Samuel Sousa

Signature

*Samuel Sousa*

Date

6/30/22

CVUSD Project Manager

Signature

Date

Director, Maintenance, Operations & Construction (if applicable)

Beverly Beemer

Signature

*Beverly Beemer*

Date

6/30/2022

Director, Planning (if applicable)

Greg Stachura

Signature

*Greg Stachura*

Date

6/30/22

Owner (Authorized Agent)

Signature

Date

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: CHANGE ORDER FOR BID 19-20-32F, CHINO HS RECONSTRUCTION – PHASE II (BP 24)**

=====

**BACKGROUND**

On June 18, 2020, the Board of Education awarded Bid 19-20-32F, Chino HS Reconstruction – Phase II (BP 24) to Econo Fence, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
1	Econo Fence, Inc.	\$60,570.00
	Bid Amount:	\$1,964,280.00
	Revised Total Project Amount:	\$2,024,850.00

The change order results in a net increase of \$60,570.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order for Bid 19-20-32F, Chino HS Reconstruction – Phase II (BP 24).

**FISCAL IMPACT**

\$60,570.00 to Building Fund 21.

NE:GJS:pw

bal 072122



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

# CHANGE ORDER

Date: June 15, 2022 BID/ CUPCAA #: 19-20-32F Change Order #: 001  
 Project Title: Chino High School Reconstruction Phase 2  
 Owner: Chino Valley Unified School District DSA Application #: 04-117507 DSA File #: \_\_\_\_\_  
 Architect: PBK Architects Contractor: Econo- Fence, Inc BP#24

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: Added fencing and gates around existing county building scheduled to remain  
 Reason: District Change, Existing County Building to remain.  
 Document Ref: CCD 157, CE# 418  
 Requested by: District  
 Change in Contract Sum: \$60,570.00  
 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: \$1,964,280.

Previously approved change order amount(s): \$0.00

The contract amount will be **increased**/decreased by this Change Order: \$60,570.00

The new contract amount including this change order will be: \$2,024,850.

The original contract completion date: 04/28/2023

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

The date of completion as a result of this Change Order is: 04/28/2023

## APPROVED BY:

Amand Johnson

06/27/2022

Contractor  
Jim DiCamillo

Signature

Date

06/27/2022

DSA Inspector of Record (if applicable)  
Jim DiCamillo

Signature

Date

06/27/2022

Architect / Engineer (if applicable)  
Derek Davis

Signature

Date

06/27/2022

Construction/Project Manager

Signature

Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

6/29/22

CVUSD Project Manager

Signature

Date

Director, Maintenance, Operations & Construction (if applicable)

Signature

Date

6/29/2022

Director, Planning (if applicable)

Signature

Date

6/30/22

Owner (Authorized Agent)

Signature

Date

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: CHANGE ORDER FOR BID 21-22-08F, SAFETY AND SECURITY (GROUP 6) ALTERNATIVE EDUCATION, ADULT SCHOOL, AND ALLEGIANCE STEAM ACADEMY**

=====

**BACKGROUND**

On June 18, 2020, the Board of Education awarded Bid 21-22-08F, Safety and Security (Group 6) Alternative Education, Adult School, and Allegiance Steam Academy to R.I.S. Electrical Contractors, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
1- Alternative Education	R.I.S. Electrical Contractors, Inc.	\$0.00
	Bid Amount:	\$590,000.00
	Revised Total Project Amount:	\$590,000.00

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
1- Adult School	R.I.S. Electrical Contractors, Inc.	\$0.00
	Bid Amount:	\$629,000.00
	Revised Total Project Amount:	\$629,000.00

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
1- Allegiance Steam Academy	R.I.S. Electrical Contractors, Inc.	\$0.00
	Bid Amount:	\$668,000.00
	Revised Total Project Amount:	\$668,000.00

The change order results in a no change to the construction cost and an increase of 150 days in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

## **RECOMMENDATION**

It is recommended the Board of Education approve the Change Order for Bid 21-22-08F, Safety and Security (Group 6) Alternative Education, Adult School, and Allegiance Steam Academy.

## **FISCAL IMPACT**

None.

NE:GJS:pw



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

# CHANGE ORDER

orig. to bid. 11.4.21  
bid 072132

Date: June 21, 2022 BID/ CUPCAA #: 21-22-08F Change Order #: 1  
Project Title: Safety and Security (Group 6)  
Owner: Chino Valley Unified School District DSA Application #: N/A DSA File #: N/A  
Architect: PBK Architects Contractor: R.I.S. Electrical Contractors Inc.

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

ITEM NO. 1: Description: Alternative Education Center  
Reason: Delay in Materials  
Document Ref: COR 04 -R  
Requested by: R.I.S. Electrical Contractors Inc.  
Change in Contract Sum: \$0.00  
Time Extension: 50 Days

ITEM NO. 2: Description: Chino Adult School  
Reason: Delay in Materials  
Document Ref: COR 04 -R  
Requested by: R.I.S. Electrical Contractors Inc.  
Change in Contract Sum: \$0.00  
Time Extension: 50 Days

ITEM NO. 3: Description: STEAM Allegiance Academy  
Reason: Delay in Materials  
Document Ref: COR 04 -R  
Requested by: R.I.S. Electrical Contractors Inc.  
Change in Contract Sum: \$0.00  
Time Extension: 50 Days

---

**PROJECT SUMMARY**

---

Location	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Alternative Ed.	\$590,000.00	(\$0.00)	\$0.00	\$590,000.00
Chino Adult School	\$629,000.00	(\$0.00)	\$0.00	\$629,000.00
STEAM Allegiance	\$668,000.00	(\$0.00)	\$0.00	\$668,000.00
<b>Totals:</b>	<b>\$1,887,000.00</b>	<b>(\$0.00)</b>	<b>\$0.00</b>	<b>\$1,887,000.00</b>

---

**CONTRACT SUMMARY**

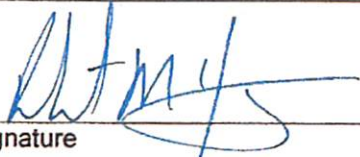
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The original contract amount was:	\$1,887,000.00
Previously approved change order amount(s):	(\$0.00)
The contract amount will be increased/decreased by this Change Order:	\$0.00
The new contract amount including this change order will be:	\$1,887,000.00
The original contract completion date:	03/15/2022
The contract time will be increased/decreased by days:	150 Days
The date of completion as a result of this Change Order is:	08/15/2022

---

**APPROVED BY:**

RIS Electric Inc.  
Contractor

Signature 

Date 6-20-22

DSA Inspector of Record (if applicable)

Signature

Date

PBK  
Architect / Engineer (if applicable)

Signature 

Date 6-28-22

Construction/Project Manager

Signature

Date

Authorized Department Head (if applicable)

Signature

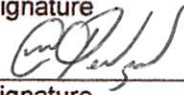
Date

Director, Technology (if applicable)

Signature

Date

Cesar A. Portugal  
CVUSD Project Manager

Signature 

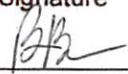
Date 6-28-22

Director, Maintenance, Operations & Construction (if applicable)

Signature

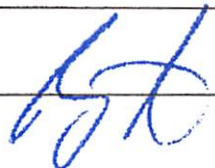
Date

Mrs. Beverly Beemer  
Director, Planning (if applicable)

Signature 

Date 6/28/2022

Mr. Greg Stachura  
Owner (Authorized Agent)

Signature 

Date 6/28/2022

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: BID 22-23-01F, AYALA HS ALTERATIONS – PHASE 4**

=====

**BACKGROUND**

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

A Notice to Contractors Calling for Bid 22-23-01F, Ayala HS Alterations – Phase 4 was published in the Inland Valley Daily Bulletin on May 9, 2022, and May 16, 2022. Bids were submitted at 1:00 p.m. on June 28, 2022. The results are as follows:

<b>Bid Package</b>	<b># of Bids Received</b>	<b>Low Bidder</b>	<b>Bid Amount</b>
BP 02-01 – Demo		Resource Environmental, Inc.	\$650,000.00
BP 03-02 – Concrete		Robert Clapper Construction dba RC Construction Services	\$1,267,000.00
BP 05-01 – Misc Metals		BF Steel Inc.	\$178,600.00
BP 06-01 – Rough Carpentry		Abdellatif Enterprises, Inc.	\$515,500.00
BP 06-02 – Finish Carpentry		Stolo Cabinets, Inc.	\$627,200.00
BP 09-01 – Drywall		Caston, Inc.	\$658,585.00
BP 09-02 – Tile		Inland Pacific Tile	\$250,800.00
BP 09-03 – Acoustical Ceiling		Elljay Acoustics, Inc.	\$201,470.00
BP09-04 – Flooring		Continental Flooring, Inc.	\$169,126.00
BP 09-05 – Painting		D & M Painting, Inc.	\$212,000.00
BP 10-01 – Misc. Spec.		Bogh Engineering, Inc.	\$2,470,000.00
BP 22-01 – Plumbing		Verne’s Plumbing, Inc.	\$695,900.00
BP 23-01 – HVAC		DC Integrate	\$888,000.00
BP 26-01 – Electrical		Southern California West Coast Electric	\$2,453,500.00

The basic scope of work for this project includes: Demo/abatement and remodel of interiors at buildings A, G, and J, as well as site work.

The apparent low bidder for BP 10-01 – Misc. Supplies, Newman Midland, withdrew its bid due to a clerical error discovered by the contractor after bid opening. The second low bidder for the same bid package, Patriot Contracting and Engineering was determined to be non-responsive. Therefore, it is recommended that the bid be awarded to the next low bidder Bogh Engineering, Inc.

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

### **RECOMMENDATION**

It is recommended the Board of Education award Bid 22-23-01F, Ayala HS Alterations – Phase 4 to Resource Environmental Inc.; Robert Clapper Construction dba RC Construction Services; BF Steel, Inc.; Abdellatif Enterprises, Inc.; Stolo Cabinets, Inc.; Caston Inc.; Inland Pacific Tile; Elljay Acoustics, Inc.; Continental Flooring, Inc.; D & M Painting Inc.; Bogh Engineering, Inc.; Verne's Plumbing, Inc.; DC Integrate; and Southern California West Coast Electric.

### **FISCAL IMPACT**

\$11,237,681.00 to Building Fund 21.

NE:GJS:AGH:pw



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: BID 22-23-02F, CLASSROOM PREPARATON FOR VIEWSONICS – GROUP 4**

=====

**BACKGROUND**

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

A Notice to Contractors Calling for 22-23-02F, Classroom Preparation for ViewSonics – Group 4 was published in the Inland Valley Daily Bulletin on May 19, 2022, and May 26, 2022. Bids were submitted at 1:00 p.m. on June 27, 2022. The results are as follows:

<b>Contractor</b>	<b>Bid Amount</b>
TDV Innovations, INC.	\$335,500.00
D3 Development Group	\$360,000.00
OCS Construction Services, Inc	\$367,881.00
B.R. Building Resources Company	\$525,954.00

The basic scope of work for this project includes: prepare classrooms for viewsonics.

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

**RECOMMENDATION**

It is recommended the Board of Education award Bid 22-23-02F, Classroom Preparation for ViewSonics – Group 4 to TDV Innovations, INC.

**FISCAL IMPACT**

\$335,500.00 to Expanded Learning Opportunities Fund 01.

NE:GJS:AGH:pw

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: BID 22-23-03F, CLASSROOM PREPARATON FOR VIEWSONICS – GROUP 5**

=====

**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 22-23-03F, Classroom Preparation for ViewSonics – Group 5 was published in the Inland Valley Daily Bulletin on May 19, 2022, and May 26, 2022. Bids were submitted at 1:00 p.m. on June 27, 2022. The results are as follows:

<b>Contractor</b>	<b>Bid Amount</b>
OCS Construction Services, Inc.	\$323,738.00
TDV Innovations, Inc.	\$332,500.00
D3 Development Group	\$375,000.00
B.R. Building Resources Company	\$508,966.00
EBSA Construction	Non-Responsive

The basic scope of work for this project includes: prepare classrooms for the installation of ViewSonics.

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

**RECOMMENDATION**

It is recommended the Board of Education award Bid 22-23-03F, Classroom Preparation for ViewSonics – Group 5 to OCS Construction Services, Inc.

**FISCAL IMPACT**

\$323,738.00 to Expanded Learning Opportunities Fund 01.

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

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: BID 22-23-05F, AYALA HS AND CHINO HS TRACK RESURFACING PROJECT**

=====

**BACKGROUND**

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

A Notice to Contractors Calling for 22-23-05F, Ayala HS and Chino HS Track Resurfacing Project was published in the Inland Valley Daily Bulletin on May 24, 2022, and May 31, 2022. Bids were submitted at 10:00 a.m. on June 22, 2022. The results are as follows:

Contractor	Bid Amount
Beynon Sports Surfaces, Inc.	\$846,227.00

The basic scope of work for this project includes: resurfacing of athletic tracks.

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

**RECOMMENDATION**

It is recommended the Board of Education award Bid 22-23-05F, Ayala HS and Chino HS Track Resurfacing Project to Beynon Sports Surfaces, Inc.

**FISCAL IMPACT**

\$846,227.00 to Deferred Maintenance Fund 14.

NE:GJS:AGH:pw

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: BID 22-23-06F, CHAPARRAL ES, WICKMAN ES, AND CAL AERO K-8  
POURED IN PLACE (PIP) REPLACEMENT**

=====

**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 22-23-06F, Chaparral ES, Wickman ES, and Cal Aero K-8 Poured In Place (PIP) was published in the Inland Valley Daily Bulletin on May 24, 2022, and May 31, 2022. Bids were submitted at 10:00 a.m. on June 23, 2022. The results are as follows:

<b>Contractor</b>	<b>Bid Amount</b>
J2 Builders	\$264,000.00

The basic scope of work for this project includes: replace failed existing poured in place rubber surfacing.

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

**RECOMMENDATION**

It is recommended the Board of Education award Bid 22-23-06F, Chaparral ES, Wickman ES, and Cal Aero K-8 Poured In Place (PIP) Replacement to J2 Builders.

**FISCAL IMPACT**

\$264,000.00 to Deferred Maintenance Fund 25.

NE:GJS:AGH:pw

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: BID 22-23-09I, DON LUGO HS SOFFIT REMOVAL**

=====

**BACKGROUND**

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

A Notice to Contractors Calling for Bid No. 22-23-09I, Don Lugo HS Soffit Removal was emailed on May 20, 2022, to contractors currently listed on the 2022 list of qualified contractors. Bids were submitted at 1:00 p.m. on June 14, 2022. The results are as follows:

<b>Contractor</b>	<b>Bid Amount</b>
Integrated Demolition and Remediation, Inc.	\$119,000.00
Nextgen Construction, Inc.	\$170,100.00
B & S Builders United, LLC	\$194,500.00

The basic scope of work for this project includes: removal of soffit.

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

**RECOMMENDATION**

It is recommended the Board of Education award Bid 22-23-09I, Don Lugo HS Soffit Removal to Integrated Demolition and Remediation, Inc.

**FISCAL IMPACT**

\$119,000.00 to General Fund 01.

NE:GJS:AGH:pw

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: BID 22-23-10I, DICKEY ES PRESCHOOL AND LIBERTY ES PLAYGROUND REPLACEMENT**

=====

**BACKGROUND**

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

A Notice to Contractors Calling for Bid 22-23-10I, Dickey ES Preschool and Liberty ES Playground Replacement was emailed on May 23, 2022 to contractors currently listed on the 2022 list of qualified contractors. Bids were submitted at 10:00 a.m. on June 7, 2022. The results are as follows:

<b>Contractor</b>	<b>Bid Amount</b>
Nextgen Construction, Inc.	\$199,200.00
Ortco, Inc.	\$241,768.00
R.E. Schultz Construction, Inc.	\$295,000.00
Kya Services, LLC	\$496,480.00

The basic scope of work for this project includes: installation of new playground equipment.

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

**RECOMMENDATION**

It is recommended the Board of Education award Bid 22-23-10I, Dickey ES Preschool and Liberty ES Playground Replacement to Nextgen Construction, Inc.

**FISCAL IMPACT**

\$199,200.00 to Deferred Maintenance Fund 25.

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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Humility • Civility • Service

**DATE:** July 21, 2022  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations  
**SUBJECT: LICENSE AGREEMENT BETWEEN CHINO VALLEY UNIFIED SCHOOL DISTRICT AND SPECTRUM CENTER, INC. FOR THE USE OF REAL PROPERTY FOR THE 2022/2023 SCHOOL YEAR**

=====

**BACKGROUND**

The Chino Valley Unified School District, with the approval of the Board of Education, will continue the license agreement with Spectrum Center, Inc. for the 2022/2023 school year. The license grants a non-exclusive use of facilities for the purpose of operating a California certified private nonpublic school program. Spectrum Center, Inc. will provide a nonpublic school for students at the Alternative Education Center in Rooms 14, 15, 16, 19, 20, 21, 22, and 23.

Nonpublic schools provide “appropriate special educational facilities, special education or designated instruction and services required by the individual with exceptional needs when no appropriate public education program is available.” Spectrum schools recognize the diversity of our student populations and our students’ special needs and provide a full range of support services that complement the academic programs, life skills training and transition services. Spectrum offers all support services recommended through a student’s individualized education 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 License Agreement Between Chino Valley Unified School District and Spectrum Center, Inc. for the Use of Real Property for the 2022/2023 School Year.

**FISCAL IMPACT**

\$1,211.95 (plus utilities) charged to Spectrum Center, Inc. per classroom per month.

NE:GJS:pw

**LICENSE AGREEMENT BETWEEN  
CHINO VALLEY UNIFIED SCHOOL DISTRICT  
AND  
SPECTRUM CENTER, INC.  
FOR THE USE OF REAL PROPERTY**

**THIS LICENSE AGREEMENT** (“License” or “Agreement”) is approved and entered into as of this 1<sup>st</sup> day of July 2022 (“Effective Date”), by and between the **CHINO VALLEY UNIFIED SCHOOL DISTRICT**, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (the “LICENSOR”) and **SPECTRUM CENTER, INC.** a California Nonpublic Nonsectarian Certified School (the “LICENSEE”). LICENSOR and LICENSEE may be referred to herein individually as a “Party” or collectively as the “Parties.”

**RECITALS**

WHEREAS, LICENSOR is the owner of certain real property located at 15650 Pipeline Avenue, Chino Hills, CA commonly known as the Alternative Education Center site (“AEC Property”) as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference; and

WHEREAS, LICENSEE desires use of a portion of the AEC Property for operating its private nonpublic school program; and

WHEREAS, LICENSOR is willing to grant to LICENSEE this License for exclusive use of Classrooms 14, 15, 16, 19, 20, 21, 22, and 23 (“Exclusive Use Facilities”) at the AEC Property as well as shared use of the Multi-Purpose Room/Cafeteria, Kitchen, Staff Lounge, Athletic Fields, Paved Play-Space/Basketball Courts, Upper Playground, Restrooms in Buildings A, C, and G, sixty-nine (69) parking spaces, Covered Drop-off/ Pick-up area, and Common Hallways (“Shared Use Facilities”) at the AEC Property in accordance with the terms and conditions of this License;

WHEREAS, the Parties desire by this License to provide for the terms and conditions for the use of the AEC Property.

**AGREEMENT**

NOW, THEREFORE, the parties hereto for good and valuable consideration, covenant and agree as follows:



**Section 1. Grant of License and Use of Shared and Exclusive Use Facilities.**

(a) In consideration of the License Fee set forth in this Agreement, LICENSOR grants a non-exclusive license to LICENSEE to use Classrooms 14, 15, 16, 19, 20, 21, 22, and 23 (“Exclusive Use Facilities”) at the AEC Property, as designated in **Exhibit B**, as well as shared use of the Multi-Purpose Room/Cafeteria, Kitchen, Staff Lounge, Athletic Fields, Paved Play-Space/Basketball Courts, Upper Playground, Restrooms in Buildings A, C, and G, Sixty-Nine (69) Parking Spaces in Front Parking Lot, Covered Drop-off/Pick-up area, and Common Hallways (“Shared Use Facilities”) at the AEC Property, as designated in **Exhibit B**, for the sole purpose of operating LICENSEE’s private nonpublic school program (“Program”).

**Section 2. License Fee**

(a) **License Fee.** LICENSEE shall pay a fee of Nine Thousand Six Hundred Ninety-Five Dollars and Sixty Cents (\$9,695.60) per month, for eight (8) classrooms at rate of One Thousand Two Hundred Eleven Dollars and Ninety-Five Cents (\$1,211.95) per classroom, as a License Fee for the use of the Shared Use Facilities and all the Exclusive Use Facilities. The first payment of \$9,695.60 is due upon execution of this Agreement and subsequent payments are due on or before the first of each month. If LICENSOR does not receive any such monthly payment of the License Fee or any other sum due from LICENSEE by 4:00 p.m. within ten (10) business days after such amount is due, LICENSEE shall pay to LICENSOR, as an additional License Fee, a late charge equal to ten percent (10%) of such overdue amount. LICENSEE acknowledges any late charge assessed shall represent a fair and reasonable estimate of the costs LICENSOR will incur by reason of late payment by LICENSEE. Acceptance of late sums by LICENSOR shall in no event constitute a waiver of LICENSEE's default with respect to any overdue amount, nor prevent LICENSOR from exercising any of its other rights and remedies granted hereunder.

(b) **Additional Classrooms.** LICENSEE will be charged One Thousand Two Hundred Eleven Dollars and Ninety-Five Cents (\$1,211.95) per month for each exclusive use additional classroom added to the Facilities during the one-year Term of this Agreement.

(c) **Disputes.** If LICENSEE disputes any part of the License Fee, LICENSEE shall pay the undisputed portion per the terms provided in Section 2(a) above. LICENSOR and LICENSEE agree the first attempt to resolve the dispute is that LICENSEE shall prepare and send to LICENSOR a written notice of dispute of the License Fee with the following information (1) a statement of facts of the dispute and (2) specific resolution sought by LICENSEE, and within thirty (30) business days from receipt of the notice of dispute, LICENSOR’s representatives shall prepare and send a written response to the dispute. If LICENSEE finds LICENSOR’s written response agreeable, LICENSEE shall prepare and send a written notice indicating the dispute has been resolved. If LICENSEE disagrees with LICENSOR’s written response, LICENSEE shall prepare a written request to informally meet with LICENSOR representatives to resolve the dispute until the dispute has been resolved. Upon resolving the dispute, LICENSEE shall pay LICENSOR the disputed part of the License Fee within three (3) business days.

### **Section 3. Term**

(a) Subject to Section 10 of this License, the term of this License shall be one (1) year ("Term"), unless mutually extended in writing by both parties.

(b) The commencement date shall be July 1, 2022, and unless sooner terminated under any provision hereof, this License shall end on June 30, 2023.

### **Section 4. Conditions of Licensee's Use**

(a) **Civic Center Act.** LICENSEE shall have use of the Shared Use Facilities and the Exclusive Use Facilities for the operation of its Program during its regular school hours; provided, however that after 4:00 PM during each week and all day on weekends and holidays, the AEC Property shall be subject to use by the public pursuant to the Civic Center Act (Education Code section 38130 *et seq.*) and/or any joint use or recreational program use that has been deemed appropriate by LICENSOR.

(b) **Non-Interference with LICENSOR Activities.** This License shall not grant LICENSEE the right to interfere with any activities of LICENSOR at the AEC Property. LICENSEE agrees that it will not engage in any conduct which has the purpose or effect of disrupting or undermining the operation of current programs' use of the AEC Property including the Alternative Education Center, the Chino Valley Learning Academy, and, the Hope Family Resource Center.

(c) **Rules of Conduct.** LICENSEE shall be responsible for implementing rules of public conduct for all students, staff, parent volunteers, and other invitees while on the AEC Property and for ensuring all of LICENSEE's students, staff, parent volunteers, and all other invitees always adhere to LICENSEE's standards of public conduct. There is to be no consumption of intoxicating beverages or other controlled substances, smoking, gambling, quarreling, fighting, use of profane language, or indecent exposure on or near the AEC Property. LICENSEE shall ensure its staff, volunteers, and visitors wear identification badges with the word "Spectrum" in a prominent font color and type at all times during LICENSEE's use of the Shared Use Facilities.

(d) **Supervision and Safety.** It shall be the ongoing responsibility of LICENSEE to make continuing efforts to maintain control and supervision of all its students, staff, parent volunteers and other invitees at all times. LICENSEE shall employ staff as may be reasonably necessary to safely operate LICENSEE's Program. All LICENSEE students at the AEC Property shall be accompanied by a LICENSEE employee at all times. LICENSEE shall designate one or more representatives at the AEC Property to be a person of authority in LICENSEE's operational structure and shall ensure that at least one such representative is present and available at the AEC Property during all hours of Program operations. LICENSEE shall complete the requested 24-hour contact information in **Exhibit C**, and return to LICENSOR by July 1, 2022.

(e) **Security: Locks – Keying and Access Authorization.** LICENSEE and LICENSOR acknowledge that LICENSOR is responsible for ensuring the security of the AEC Property through security systems and devices, including, but not limited to locks and gates. LICENSEE is required at all times to maintain the security of the AEC Property by the proper use of all of LICENSOR's security systems. LICENSOR shall retain sole discretion and authority to determine lock style, types of gates, and key/code authorizations at the AEC Property and LICENSEE's Shared Use Facilities and Exclusive Use Facilities. LICENSOR shall provide LICENSEE with one or more set of keys necessary to access the AEC Property, the Shared Use Facilities and Exclusive Use Facilities. Prior to the handing over of any keys to LICENSEE, LICENSEE shall deposit with LICENSOR \$500.00 for each set of keys it is provided with. LICENSOR shall return the deposit, less any costs for lost keys, to the LICENSEE within ten (10) business days of termination of the Agreement. LICENSOR may require that LICENSEE return all keys issued to LICENSEE at any time.

(f) **Utilities.** LICENSEE shall be responsible for payment of utility services costs during LICENSEE's use of the Shared Use Facilities and the Exclusive Use Facilities during the Term. LICENSOR shall secure all necessary utility services (such as water, sewer, power, gas, pest management and insect control, security monitoring/alarm, fire extinguisher maintenance, etc.) and bill LICENSEE monthly for its proportionate share of utility services in the amount of \$2.07 per square foot (8 classrooms @ 960 square feet each = 7,680 square feet x \$2.07 / 12 months). The utility services bill is in addition to the monthly license rate of \$1,211.95 per classroom. Said invoice shall itemize LICENSEE's share of the total costs of utility services. LICENSEE shall promptly pay to LICENSOR its share of such utility costs within thirty (30) business days of receipt of such invoice from LICENSOR. LICENSEE shall also be invoiced at the rate of \$22.50 per student per year for access to LICENSOR's data lines which provide Internet service. LICENSEE shall secure phone services at its own cost.

(g) **Access/Scheduling.** LICENSEE will have access to its Exclusive Use Facilities between 6:00 a.m. and 6:00 p.m. on Monday through Friday and may use Shared Use Facilities during designated times. A proposed daily schedule for LICENSEE's use of Shared Use Facilities is attached as **Exhibit D**. LICENSEE may request use of Shared Use Facilities outside of the designated times by submitting a written request to the LICENSOR at least seven (7) business days in advance of the proposed use. LICENSOR may allow or deny such request at its sole discretion.

(h) **Schedule of Use for Shared Use Facilities.** LICENSOR will confer in good faith with LICENSEE to reach a mutually acceptable schedule for LICENSEE's use of Shared Use Facilities after execution of this Agreement. The proposed schedule in **Exhibit D** for Shared Use Facilities is subject to change based on the LICENSOR's Alternative Education Center program use of Shared Use Facilities during the 2022-2023 school year. Once a schedule of use for Shared Use Facilities is approved by LICENSOR after execution of this Agreement, LICENSEE shall maintain a copy of the schedule of use for Shared Use Facilities in LICENSEE's office within LICENSEE's Exclusive Use Facilities, and LICENSOR shall maintain a copy of the Shared Use Facilities schedule in LICENSOR's Alternative Education Center's office.

(i) **Conditions for Shared Use Facilities.** LICENSEE shall be responsible for ensuring that all Shared Use Facilities remain clean, in good condition, and in working order after each scheduled use. LICENSEE shall not at any time allow its students, parents, volunteers, or visitors to occupy any part of the Shared Use Facilities without a LICENSEE employee present to supervise. LICENSEE shall not allow its students, employees, volunteers, parents, or visitors to access any portion of the AEC Property that is not specifically allocated for LICENSEE's shared use in this Agreement.

1. **Upper Playground.** LICENSOR shall allow LICENSEE shared use of the Upper Playground but only during designated times. LICENSEE shall ensure student safety at all times when using the Upper Playground, including if applicable, monkey bars, rings, or ladders.
2. **Athletic Fields.** LICENSOR shall allow LICENSEE shared use of the Athletic Fields during the specified times as provided for in **Exhibit D.** LICENSEE shall not remove any of LICENSOR's athletic field equipment from the Athletic Fields.
3. **Paved Play-Space/Basketball Courts.** LICENSOR shall allow LICENSEE shared use of the Paved Play-Space/Basketball Courts during the specified times as provided for in **Exhibit D.** LICENSEE shall not remove any of LICENSOR's play-space equipment from the Paved Play-Space/Basketball Courts.
4. **Sixty-Nine (69) Parking Spaces in Front Parking Lot.** LICENSOR shall allow LICENSEE shared use of the Sixty-Nine (69) Parking Spaces in the Front Parking Lot. LICENSEE agrees that it will not at any time reserve spaces in the Front Parking Lot for LICENSEE's exclusive use. LICENSEE shall not abandon any inoperative vehicles or equipment on any portion of the Front Parking Lot.
5. **Restrooms in Buildings A, C, and G.** LICENSOR shall allow LICENSEE shared use of Restrooms in Buildings A, C, and G. LICENSEE shall immediately report to the Director of Alternative Education Center or his or her designee any unsanitary or unsafe conditions any LICENSEE employees observe in these Restrooms during school hours.
6. **Covered Drop-off/Pick-up.** LICENSOR shall allow LICENSEE shared use of the Covered Drop-off/Pick-up area, located in between Buildings D and G in the Front Parking Lot, only during designated times as provided for in **Exhibit D.** LICENSEE agrees that it will instruct all parents and guardians that once parents and guardians enter the Front Parking Lot from Pipeline Ave, students will only be dropped-off and picked-up at the Covered Drop-Off/Pick-Up Area. LICENSEE agrees that it will ensure its

employees supervise all of LICENSEE's students at all times during drop-off and pick-up at the designated area and at designated times.

7. **Common Hallways**. LICENSOR shall allow LICENSEE students shared use of the Common Hallways, but only to the extent necessary, for ingress and egress to Shared Use Facilities described above, and only when supervised at all times by a LICENSEE employee.

(j) **Conditions for Exclusive Use Facilities**. LICENSEE shall be responsible for ensuring that all Exclusive Use Facilities (Classrooms 14, 15, 16, 19, 20, 21, and 23) remain in good condition, clean, and in working order during LICENSEE's use.

(k) **School Hours; Holiday/Break Schedule**. LICENSEE shall complete the requested school hours and holiday/break schedule in **Exhibit C** and provide LICENSOR with the requested information after execution of this Agreement on or before July 1, 2019. If there are any changes to LICENSEE's school hours and/or its holiday/break schedule, LICENSEE shall provide the new hours and/or its holiday/break schedule within seven (7) business days to LICENSOR.

(l) **Meetings**. LICENSEE may submit a written request for a meeting with the Director of Alternative Education Center as necessary to discuss scheduling, calendaring, upcoming events and/or any other operational issues that may arise with LICENSEE's shared use space. When an emergency arises that involves LICENSEE students' use of Shared Use Facilities, LICENSEE may contact the Director of Alternative Education Center by phone and/or submit a written request for an emergency meeting by email.

(m) **Entrance to Facilities**. LICENSEE shall be responsible for ensuring all of its students, parents, volunteers, and visitors utilize one main gate for entry and exit to LICENSEE's Exclusive Use Facilities from the Front Parking Lot, depicted with a "Y" as LICENSEE's Main Entrance and Exit in **Exhibit B**.

(n) **Emergency Procedures/Drills**. LICENSOR shall provide LICENSEE with LICENSOR's emergency, evacuation, and security procedures to be followed at all times by LICENSEE on all areas of the AEC Property. LICENSEE's site supervisor shall meet with the Director of Alternative Education during August 2019 to identify and discuss dates throughout the year for emergency procedures/ drills. LICENSEE employees and students shall cooperate with and participate in all LICENSOR's lockdowns, emergency drills, and fire drills required by LICENSOR at the AEC Property.

(o) **Student Discipline**. The Director of Alternative Education will collaborate with Spectrum Center site supervisor to resolve student disciplinary issues that involve students and/or property of LICENSEE and LICENSOR, the Alternative Education Center, and the Chino Valley Learning Academy, according to LICENSOR's Board

Policies and Administrative Regulations regarding student discipline. LICENSOR shall have no legal responsibility at any time for the control or the discipline of any of LICENSEE's students.

(p) **Maintenance of Facilities.** LICENSOR shall maintain and perform major maintenance and repairs to LICENSEE's Shared Use Facilities and Exclusive Use Facilities to the same standard as the AEC Property. However, LICENSEE shall be responsible for and shall pay for any repairs or replacements of any character whatsoever which are occasioned or are made necessary by reason of the negligence or misuse of its Exclusive Use Facilities by LICENSEE's students, employees or invitees. LICENSEE shall notify LICENSOR immediately of any such damage caused to the Shared Use Facilities and the Exclusive Use Facilities. If LICENSEE fails to maintain or repair its Exclusive Use Facilities, LICENSOR may, at LICENSOR's sole discretion, undertake any maintenance or repair of the Exclusive Use Facilities and LICENSEE shall reimburse LICENSOR for the costs of such repairs or maintenance within thirty (30) business days of invoice by LICENSOR.

(q) **Clean-up of Facilities.** LICENSOR shall be responsible for the clean-up of the Shared Use Facilities and the Exclusive Use Facilities, and any other portion of the AEC Property used by the LICENSEE at the close of each and every day. The cost to LICENSOR for these efforts shall be included in the monthly license charge to LICENSEE. Additionally, under no circumstances during the term of this License shall LICENSEE use or cause to be used in the Shared Use Facilities and the Exclusive Use Facilities any hazardous or toxic substances or materials, and under no circumstance during the term of this License shall LICENSEE store or dispose of any such substances or materials on the Shared Use Facilities and the Exclusive Use Facilities. All cleaning agents brought onto the AEC Property by LICENSEE must conform to LICENSOR's existing list of permissible cleaning agents. In the event LICENSOR becomes aware of any hazardous or toxic substances or unapproved cleaning agents stored within the AEC Property used by LICENSEE, LICENSOR may dispose of said cleaning agents at its discretion and at no cost to LICENSOR.

(r) **Alterations, Additions, and Improvements.** LICENSEE shall have no right to make any alterations and additions to the Shared Use Facilities and the Exclusive Use Facilities at the AEC Property, or to construct or install any improvements to the Shared Use Facilities and the Exclusive Use Facilities at the AEC Property without receiving the prior written consent of the LICENSOR, and if required, the Division of the State Architect ("DSA"). Unless otherwise specified in this Agreement, such written consent shall be obtained exclusively from the LICENSOR's Superintendent or designated representative, and consent obtained from any other source shall be invalid. LICENSOR's approval of any alterations, additions, and improvements, including the construction schedule and work hours, shall be at the LICENSOR's sole and absolute discretion. LICENSOR shall not be required by LICENSEE to make any alterations or improvements to the AEC Property or to the LICENSEE's Shared or Exclusive Use Facilities during the term of this Agreement.

(s) **Assumption of Risk.** LICENSEE acknowledges and agrees that by LICENSEE's use of the AEC Property, LICENSEE assumes all risk of loss or damage to property, including, without limitation, property damage, and all risk of personal injury, including but not limited to death, attributable to any cause other than the gross negligence or unlawful conduct of LICENSOR. LICENSEE further agrees that it is familiar with the condition of the AEC Property and the suitability of the AEC Property for LICENSEE's intended use and knowingly accepts the AEC Property on an "AS-IS" "WHERE-IS" basis. The Shared Use Facilities and the Exclusive Use Facilities are provided in as-is condition and LICENSOR makes no representation or warranty of any kind regarding the condition of the Facilities. LICENSEE forever releases LICENSOR, its agents, directors, officers or employees from and against any and all of LICENSEE's claims, causes of action, liabilities and expenses arising out of or relating to any such loss, damage, or injury. LICENSOR, its agents, directors, officers or employees shall not be responsible or liable for loss or damages by reason of fire, theft, collision or any other cause to parked vehicles or their contents, provided no unlawful act of LICENSOR or its employees resulted in the loss or damages. This is a license. No bailment is created. LICENSOR's employees are not authorized to change, or accept changes to, the terms contained herein.

(t) **Access.** LICENSEE shall permit LICENSOR, its agents, representatives or employees, to enter upon LICENSEE's Exclusive Use Facilities as agreed herein for the purpose of inspecting same or to make repairs, alterations, or additions to any portion of the AEC Property. LICENSEE shall attempt to give reasonable notice where practicable but shall not be obligated to do so in the event of emergency or imminent threat to health or safety of occupants, or circumstances that risk further imminent damage or destruction to the AEC Property, or jeopardize the operation of the AEC Property including, but not limited to, the safety and sanitary condition of the AEC Property.

(u) **Program Costs/Supplies/Equipment.** All LICENSEE program costs, supplies, furniture, and/or equipment shall be the sole cost and responsibility of LICENSEE. Upon termination of this Agreement, LICENSEE shall remove all of LICENSEE's supplies, furniture, and/or equipment from the AEC Property at no cost to LICENSOR.

(v) **Signs.** LICENSEE shall not have the right to place, construct or maintain any sign, advertisement, awning, banner, or other external decorations on the buildings or other improvements that are a part of the AEC Property without LICENSOR's prior written consent, which consent may be withheld or conditioned at LICENSOR's discretion.

(w) **No LICENSOR Affiliation/Endorsement.** LICENSEE shall not imply, indicate or otherwise suggest that the LICENSEE's Program and/or any related activities are connected or affiliated with, or are endorsed, favored or supported by, or are opposed by the LICENSOR. No signage, flyers or other material may reference the LICENSOR, any school name, logo or mascot, except to indicate the location of Program.

## **Section 5. Insurance**

(a) **Public Liability and Property Insurance.** LICENSEE agrees to maintain in full force and effect during the Term of the License a suitable policy or policies of public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with LICENSEE's use of the Shared Use Facilities and the Exclusive Use Facilities. Such insurance shall be in amounts not less than one million (\$1,000,000) per occurrence; three million (\$3,000,000) for general aggregate and one million (\$1,000,000) for property damage.

(b) **Automobile Liability.** LICENSEE also agrees to maintain in full force and effect with regard to any LICENSEE owned vehicles which LICENSEE brings onto the AEC Property a policy for all owned, non-owned, borrowed, leased or hired automobiles in an amount not less than one million (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including: blanket contractual, broad form property damage, products/completed operations; and personal injury during the Term of the License.

(c) **Workers' Compensation.** LICENSEE shall also maintain, in full force and effect during the Term of this License, Workers' Compensation Insurance in accordance with the laws of California, and employers' liability insurance with a limit of not less than one million (\$1,000,000) per employee and one million (\$1,000,000) per occurrence.

(d) **Notice: Additional Named Insured.** All insurance required under this Agreement shall be issued as a primary policy and contain an endorsement requiring thirty (30) business days written notice from the insurance company to both parties hereto before cancellation or change in coverage, scope or amount of any policy. LICENSOR, its Board of Education, directors, officers, agents, employees, and consultants, shall be designated as additional named insured.

(e) **Insurance Endorsements.** Concurrent with the execution of the License and prior to any use by LICENSEE of the Shared Use Facilities and the Exclusive Use Facilities, LICENSEE will provide LICENSOR with an endorsement(s) verifying such insurance and the terms described herein. LICENSEE shall not be allowed any use of the Shared Use Facilities and the Exclusive Use Facilities until it has provided all required insurance documentation to LICENSOR.

(f) **Expiration/Cancellation of Insurance Policies.** LICENSEE shall, at least twenty (20) business days prior to the expiration of all such policies, furnish LICENSOR with renewals or binders. No such policy shall be cancelled or subject to reduction of coverage or other modification or cancellation except after thirty (30) business days prior written notice to LICENSOR by the insurer.

(g) **Coverage.** LICENSEE shall maintain applicable insurance based upon coverage for the number of persons employed by LICENSEE. LICENSEE shall



provide LICENSOR with written notice of the number of employees that LICENSEE's insurance covers and the number of employees employed by LICENSEE at the AEC property quarterly on September 30, 2022, December 30, 2022, March 31, 2023, and May 30, 2023.

(h) **Additional Coverage.** LICENSOR may, at its discretion, require additional insurance coverage or additional limits based upon the nature of LICENSEE's activities. Any waiver or modification of these insurance requirements can only be made with the prior written approval of the CVUSD Superintendent or designee.

(i) **Waiver of Subrogation.** LICENSOR and LICENSEE each hereby waive any and all rights of recovery against the other or against the officers, employees, agents, and representatives of the other, on account of loss or damage occasioned to such waiving Party or its property or the property of others under its control to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of such loss or damage. LICENSEE shall, upon obtaining the policies of insurance required under this Agreement, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Agreement.

## **Section 6. Indemnification**

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

1. Any default by LICENSEE in the observance or performance of any of the terms, covenants, or conditions of this Agreement on LICENSEE's part to be observed or performed; and
2. The use or occupancy of the shared or exclusive use space at the AEC Property by LICENSEE or any person claiming by, through or under LICENSEE or LICENSEE's employees, agents, representatives, contractors, directors, officers, partners, trustees, volunteers, visitors or invitees, successors and/or assigns or any such person in, on or about the AEC Property

either prior to, during, or after the expiration of the Term of this Agreement (“Liability” or “Liabilities”); and

3. Any claim by a third party that LICENSOR is responsible for any actions of LICENSEE in connection with any use of the AEC Property or in any way related to this Agreement.

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

1. Any default by LICENSOR in the observance or performance of any of the terms, covenants, or conditions of this Agreement on LICENSOR’s part to be observed or performed; and
2. The use or occupancy of the shared or exclusive use space at the AEC Property by LICENSOR or any person claiming by, through or under LICENSOR or LICENSOR’s board members, employees, agents, representatives, contractors, licensees, directors, officers, partners, trustees, volunteers, visitors or invitees, successors and/or assigns or any such person in, on or about the AEC Property either prior to, during, or after the expiration of the Term of this Agreement (singularly “Liability” or collectively “Liabilities”); and
3. Any claim by a third party that LICENSEE is responsible for any actions of LICENSOR in connection with any use or occupancy of the AEC Property or in any way related to this Agreement.

LICENSOR’s obligation to defend LICENSEE 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 provisions of this Section shall survive the expiration or earlier termination of this Agreement.

**Section 7. Damage/Destruction**

LICENSOR shall not be liable for any damage, destruction, injury or death resulting from or arising in connection with the exercise of this License by LICENSEE or any person or entity claiming through LICENSEE, or any of LICENSEE's agents, employees, contractors, invitees, or visitors.

**Section 8. Notice**

(a) 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 LICENSOR: Chino Valley Unified School District  
Assistant Superintendent, Facilities, Planning, and  
Operations  
5130 Riverside Drive  
Chino, CA 91710

If to LICENSEE: Spectrum Center, Inc.  
c/o ChanceLight  
Attention: Kyle Farris  
1321 Murfreesboro Pike, Suite 702  
Nashville, TN 37217

(b) 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.

**Section 9. Compliance with All Laws**

(a) LICENSEE shall comply with all requirements of all governmental authorities, in force either now or in the future, affecting the AEC Property. LICENSEE shall, at all times during its use of the AEC Property, comply with all laws, regulations and ordinances of all such authorities, in force either now or in the future, including, without limitation, all applicable federal, state and local laws, regulations, and ordinances pertaining to air and water quality, hazardous material, waste disposal, air pollution and all other environmental matters, and the California Environmental Quality Act. LICENSEE

shall be responsible for obtaining and maintaining throughout the Term of the Agreement all required permits, licenses, approvals from any local, state, or federal agency for LICENSEE's use of the AEC Property and LICENSEE's operation of its Program.

(b) LICENSEE shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements required by Education Code section 45125.1 and other applicable laws for all LICENSEE employees, contractors, vendors, agents and other individuals LICENSEE allows on the AEC Property. LICENSEE shall provide LICENSOR copies of all documentation associated therewith.

## **Section 10. Revocation/Termination**

(a) **Revocation**. During the Term, this Agreement shall be revocable by LICENSOR at any time upon thirty (30) business days written notice, in the event LICENSOR decides in its sole discretion, that (1) LICENSOR requires use of the Shared Use Facilities and the Exclusive Use Facilities; (2) LICENSEE's use of all the Shared Use Facilities and the Exclusive Use Facilities is in violation of any provision of this Agreement.

(b) **Termination**. Either party may terminate this License for any or no reason, upon thirty (30) business days written notice to the other party at the address set forth herein. LICENSOR may terminate the Agreement immediately if LICENSOR determines, in its sole discretion that an unsafe or dangerous condition at the AEC Property exists and provides written notice of such termination to LICENSEE.

(c) **Effect of Termination**. Upon termination of this License, LICENSEE shall immediately vacate the Shared Use Facilities and the Exclusive Use Facilities and restore the Exclusive Use Facilities to its condition as of the Effective Date, within thirty (30) business days at the exclusive cost of LICENSEE unless LICENSOR provides written notice otherwise. If LICENSEE causes LICENSOR to terminate the Agreement, LICENSOR shall have the right to enter LICENSEE's Exclusive Use Facilities and remove all persons and personal property from the spaces, such property being removed and stored in a public warehouse or elsewhere at LICENSEE's sole cost and expense. Any payments made by LICENSEE shall be credited proportionately to the amounts owed by LICENSEE under this Agreement. No entry by LICENSOR shall prevent LICENSOR from later terminating this Agreement by written notice.

(d) **Reversion**. Upon revocation or termination of this Agreement, all of LICENSEE's rights to use the Shared Use Facilities and the Exclusive Use Facilities at the AEC Property and LICENSOR's furnishings and equipment thereon, if any, shall revert to LICENSOR. Upon revocation or termination of this Agreement, LICENSOR shall recoup the full rights and benefits of use of the Shared Use Facilities and the Exclusive Use Facilities at the AEC Property.

## **Section 11. Dispute Resolution**

Notwithstanding anything in this Agreement to the contrary, disputes between LICENSEE and LICENSOR regarding this Agreement, including the alleged violation, or misinterpretation of this Agreement shall be resolved using the dispute resolution process identified below:

1. The Party initiating the dispute resolution process shall prepare and send to the other Party a Notice of Dispute that shall include the following information: (i) the name, addresses and phone numbers of designated representatives of the Party (the designated representatives must be employees of LICENSEE or LICENSOR); (ii) a statement of the facts of the dispute, including all information regarding the Parties' prior attempts to resolve the dispute; (iii) the specific sections of this Agreement that are in dispute; and (iv) the specific resolution sought by the Party.
2. Within twenty (20) business days from receipt of the Notice of Dispute the representatives from LICENSEE shall meet with representatives from LICENSOR in an informal setting to attempt to resolve the dispute.

## **Section 12. Official Representatives**

The official representative for LICENSOR shall be Norm Enfield, Ed.D., Superintendent or his designee. The official representative for LICENSEE shall be Kyle Farris, Senior Vice President of Operations or his designee.

## **Section 13. Assignment**

LICENSEE shall not assign this Agreement or any rights, benefits, liabilities and obligations hereunder, to any person or business entity. Any attempt by LICENSEE to assign this Agreement shall automatically terminate the Agreement.

## **Section 14. Employees/Independent Contractors**

For purposes of this License, all persons employed by LICENSEE in the performance of services and functions with respect to this License shall be deemed employees of LICENSEE and no LICENSEE employee shall be considered as an employee of the LICENSOR under the jurisdiction of LICENSOR, nor shall such LICENSEE employees earn or accrue any LICENSOR pension, civil service, or other status while an employee of the LICENSEE. LICENSEE shall have no authority to contract on behalf of LICENSOR. It is expressly understood and agreed by both parties hereto that LICENSEE, while engaged in carrying out and complying with any terms of this License, is not acting as an agent, officer, or employee of LICENSOR.

## **Section 15. 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.

## **Section 16. Entire Agreement of Parties: Amendment**

This License constitutes the entire understanding between the parties with respect to the subject matter thereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. The terms of this License shall not be altered in any way except in writing executed by both Parties.

## **Section 17. Legal Interpretation**

The Parties expressly understand and agree that this License constitutes a non-exclusive license for LICENSEE's use of the Exclusive Use Facilities and the Shared Use Facilities at the AEC Property and LICENSEE agrees not to contest the validity of the form of this Agreement in any action or proceeding brought by LICENSEE against LICENSOR, or by LICENSOR against LICENSEE. LICENSEE acknowledges and agrees that a non-exclusive license is a valid form of agreement for LICENSEE's use of LICENSOR's AEC Property. This License shall be governed by the laws of the State of California. The Parties further agree 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. This License is not intended by the Parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. Should either Party be compelled to institute legal or other proceedings against the other for or on account of the other Party's failure or refusal to perform or fulfill any of the covenants or conditions of this License on its part to be performed or fulfilled, the Parties agree that the legal rules and principles applicable to licenses shall govern such actions or proceedings.

## **Section 18. Taxes**

LICENSEE shall be liable for any and all taxes which may be levied or assessed upon the AEC Property which are attributable to LICENSEE's use under this Agreement. LICENSEE, understands and agrees that in accepting this Agreement, LICENSEE may be subject to such possible taxes and that payment of any such tax by LICENSEE shall not reduce any Fee due to LICENSOR hereunder and that such tax shall be the sole liability of and be paid by LICENSEE.

## **Section 19. Other Provisions**

(a) **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.

(b) **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.

(c) **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.

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

(e) **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.

(f) **Nondiscrimination.** In utilizing this License, LICENSEE shall not at any time discriminate against any person on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Penal Code section 422.55, including immigration status.

(g) **Incorporation of Recitals and Exhibits.** The Recitals and Exhibits A, B, C, and D are attached hereto and incorporated herein by reference.

(h) **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.

(i) **Attorneys' Fees.** Each Party shall bear its own respective costs, expenses, and attorneys' fees in all matters or litigation concerning this Agreement.

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

**IN WITNESS WHEREOF**, the Parties hereto have executed this License Agreement on \_\_\_\_\_, 2022.

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

By \_\_\_\_\_ Date  
Gregory J. Stachura  
Assistant Superintendent

**SPECTRUM CENTER, INC.**  
c/o Educational Services of America

By \_\_\_\_\_ Date  
Kyle Farris  
Senior Vice President of Operations



Approved and ratified on July 21, 2022, by the Chino Valley Unified School District Board of Education by the following vote:

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

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

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

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Norm Enfield Ed.D., Superintendent  
Clerk of the Board of Education

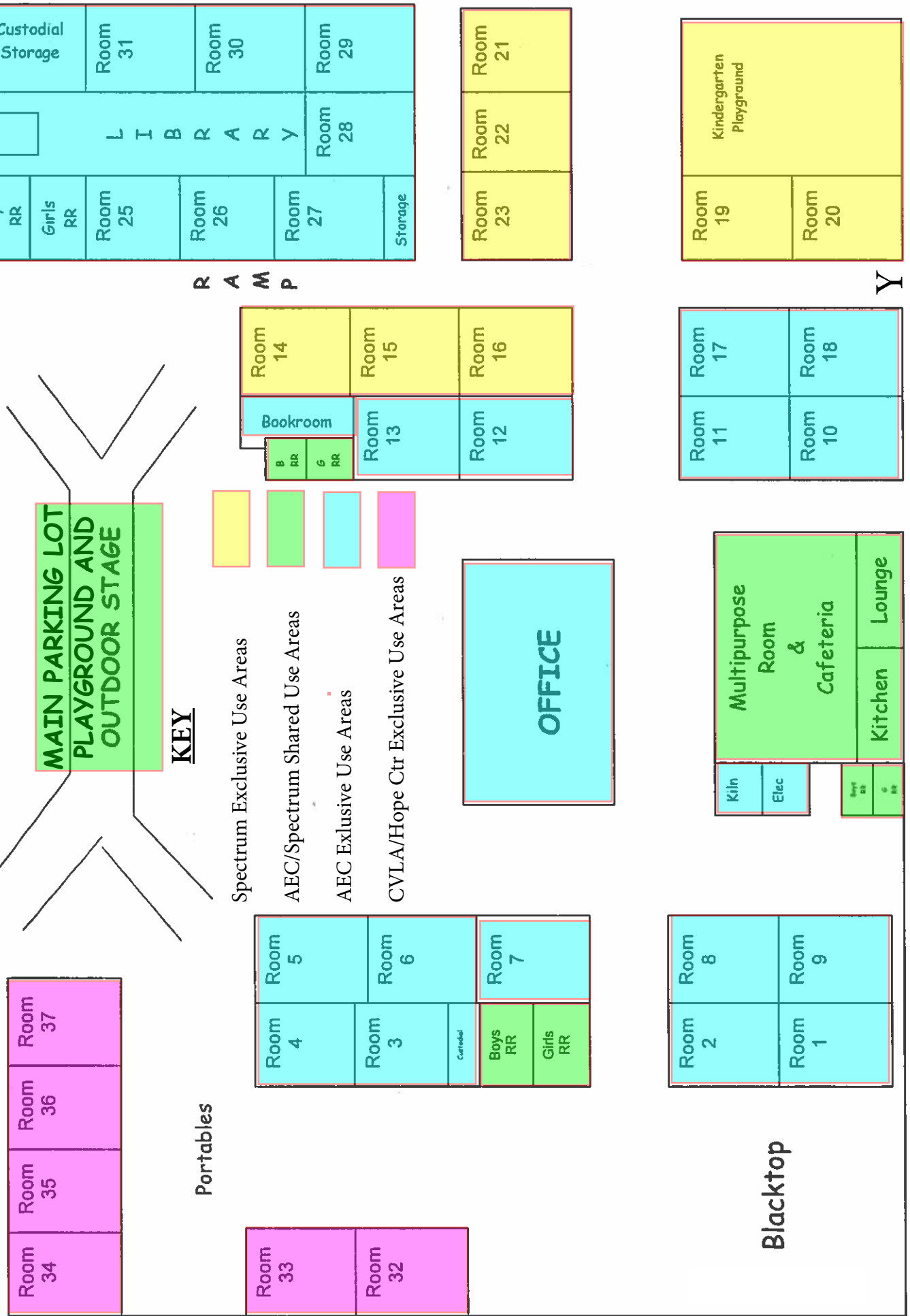
**DESCRIPTION OF PROPERTY**

Legal Description: APNs #1030-041-02, 1030-041-02-W-000,  
1030-041-02-W-001, 1030-041-02-W-002

Description: 15650 Pipeline Avenue in the City of Chino Hills

**EXHIBIT B**

**Alternative Education Center  
15650 Pipeline Avenue, Chino Hills, CA**



**SPECTRUM CENTER INFORMATION  
FOR LICENSE AGREEMENT**

**I. SPECTRUM CENTER CONTACT INFORMATION**

*Executive Director/CEO*

Name: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Office Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

*On-Site Principal or Administrator Next in Charge*

Name: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Office Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

Name: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Office Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**II. SPECTRUM CENTER SCHOOL HOURS**

Start of school: \_\_\_\_\_

End of school: \_\_\_\_\_

**III. SPECTRUM CENTER HOLIDAYS/BREAKS**

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

\_\_\_\_\_

\_\_\_\_\_

**PROPOSED  
SCHEDULE FOR USE OF SHARED SPACE  
AT THE  
ALTERNATIVE EDUCATION CENTER**

SHARED SPACE	SCHEDULE
MPR/Cafeteria/Kitchen	Spectrum Lunch: 12:00 PM – 12:30 PM
Staff Lounge	Spectrum Use as needed
Upper Playground	Spectrum PE: 8:25 AM – 11:55 AM Lunch: 12:00 PM – 12:30 PM PE: 1:30 PM – Dismissal  CVLA 12:35 PM – 1:25 PM
Athletic Fields	Spectrum 8:25 AM – 11:55 AM Lunch: 12:00 PM – 12:30 PM 1:30 PM – Dismissal  CVLA 12:35 PM – 1:25 PM
Paved Play-Space/Basketball Courts	Spectrum 8:25 AM – 11:55 AM Lunch: 12:00 PM – 12:30 PM 1:30 PM – Dismissal  CVLA 12:35 PM – 1:25 PM
Restrooms in Buildings A, C, and G	Spectrum Use as needed

**PROPOSED  
SCHEDULE FOR USE OF SHARED SPACE  
AT THE  
ALTERNATIVE EDUCATION CENTER**

SHARED SPACE	SCHEDULE
Sixty-nine (69) Parking Spaces in the Front and Back Parking Lots	Spectrum Use as needed
Common Hallways	Spectrum Use as needed
Covered Drop-off and Pick-up Area	<p style="text-align: center;"><b><u>DROP-OFF</u></b> Spectrum 8:00 AM – 8:25 AM</p> <p style="text-align: center;"><b><u>PICK-UP</u></b> Spectrum 2:15 PM – 2:35 PM</p>

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

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: CERTIFICATED/CLASSIFIED PERSONNEL ITEMS**

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**BACKGROUND**

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

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

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

NE:RR:IB:ED:mcm

**CERTIFICATED PERSONNEL**

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

GANSCHOW, Cletus	Assistant Principal-HS	Chino Hills HS	07/05/2022
COATES, Kyle	Child Development Coordinator	Health Services	07/08/2022

**CHANGE IN ASSIGNMENT – 2022-2023**

TITUS, Michael	From: Assistant Principal-ES To: Elementary Teacher	Eagle Canyon ES Cal Aero K-8	07/01/2022
CHIOTTI, Michelle	From: Assistant Principal-HS To: Secondary Teacher	Chino Hills HS	07/01/2022

**HIRED AT THE APPROPRIATE PLACEMENT ON THE CERTIFICATED SALARY SCHEDULE AND APPROPRIATE CREDENTIAL FOR THE 2022/2023 SCHOOL YEAR**

PLASCENCIA, Pamela	Special Education Teacher	Borba ES	07/29/2022
NOON, Sandra	Special Education Teacher	Dickson ES	07/29/2022
JIMENEZ, Brenda	Special Education Teacher	Newman ES	07/29/2022
FOMIN, Elissa	Intervention Teacher	Oak Ridge ES	07/29/2022
BROWN, Breann	Science Teacher	Briggs K-8	07/29/2022
GOMEZ, Marlana	Science Teacher	Briggs K-8	07/29/2022
BROOKS, Noelle	Elementary Teacher	Cal Aero K-8	07/01/2022
GUTIERREZ, Yadhira	Elementary Teacher	Cal Aero K-8	07/01/2022
HARRIS, Adriana	Elementary Teacher	Cal Aero K-8	07/19/2022
JACKSON, Emily	Elementary Teacher	Cal Aero K-8	07/01/2022
KENTOPIAN, Cindy	Elementary Teacher	Cal Aero K-8	07/11/2022
KIM, Elizabeth	Elementary Teacher	Cal Aero K-8	07/01/2022
BARNES, Samantha	Science Teacher	Townsend JHS	07/29/2022
PARKER, Dejah	English Teacher	BST Academy at Chino HS	07/29/2022
NORMANN, Elisianna	PE Teacher	Chino HS	07/29/2022
CORTEZ, Justin Lanz	Chemistry Teacher	Ayala HS	07/29/2022
DOUGLASS, James	Computer Science Teacher	Ayala HS	07/29/2022
ESPARZA, Jessica	Special Education Teacher	Ayala HS	07/29/2022
VON FLECKLES, Jordan	RSP Teacher	Ayala HS	07/29/2022
YOUNG, Lynus	Biology Teacher	Ayala HS	07/29/2022
GRIFFIN, Paul	Math Teacher	Don Lugo HS	07/29/2022
RUDD, Rebecca	Math Teacher	Don Lugo HS	07/29/2022
SMITH, Benjamin	Special Education Teacher	Don Lugo HS	07/29/2022
YOUNG, Ann	Math Teacher	Don Lugo HS	07/29/2022



**CERTIFICATED PERSONNEL** (cont.)

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE DATE</u></b>
<b><u>HIRED AT THE APPROPRIATE PLACEMENT ON THE CERTIFICATED SALARY SCHEDULE AND APPROPRIATE CREDENTIAL FOR THE 2022/2023 SCHOOL YEAR</u></b>			
CASTRO Jr., Alvin	Music Teacher	Access & Equity	07/29/2022
GEOSANO, Jacob	Music Teacher	Access & Equity	07/29/2022
OROZCO, Rigoberto	Music Teacher	Access & Equity	07/29/2022
TAGLE, Liezyl Dee	Child Development Teacher	Health Services	07/01/2022
GONZALES, Lisa	Intervention Counselor K-12	Health Services	07/26/2022
HERNANDEZ, Crystal	School Nurse	Health Services	07/29/2022
LOPEZ, Daissy	School Nurse	Health Services	07/29/2022
LOPEZ, Evelyn	Child Development Teacher	Health Services	08/03/2022
LANHAM, Julia	Speech Language Pathologist	Special Education	08/05/2022
ANGUIANO, Brenda	Speech Language Pathologist	Special Education	07/29/2022
JONLICK, Rita	Psychologist	Special Education	07/27/2022
LOBOS, Jocabehd	Speech Language Pathologist	Special Education	07/29/2022
SALDANA, Toni	Speech Language Pathologist	Special Education	07/29/2022

**LEAVE OF ABSENCE 2022/2023**

NGUYEN, Chau	Elementary Teacher	Chaparral ES	2022/2023
ALVIDREZ, Yolanda	Special Education Teacher	Walnut ES	2022/2023

**RETIREMENT**

PERSOON, Christina (24 years of service)	Elementary Teacher	Rhodes ES	08/01/2022
SHAW-MORGAN, Janice (35 years of service)	English Teacher	Canyon Hills JHS	05/28/2022
SANDOVAL, Carolina (28 years of service)	School Nurse	Health Services	06/30/2022

**RESIGNATION**

MOE, Lisa	Elementary Teacher	Butterfield Ranch ES	06/28/2022
TORDIFF, Rachelle	Special Education Teacher	Cattle ES	06/30/2022
JUAREZ, Tina	Elementary Teacher	Country Springs ES	07/08/2022
LOGAN, Alyssa	Elementary Teacher	Eagle Canyon ES	06/30/2022
MEAGHER, Sydney	Elementary Teacher	Eagle Canyon ES	06/27/2022
PAYNE, Danielle	Elementary Teacher	Glenmeade ES	05/27/2022
LABA, Michael	Elementary Teacher	Liberty ES	06/30/2022
CAO, Cindy	Math Teacher	Briggs K-8	05/30/2022
HUGHES, Michael	Science Teacher	Briggs K-8	06/30/2022
ABDELAZIZ-NUNEZ, Alma	Special Education Teacher	Magnolia JHS	06/30/2022
CAMARENA, Evelyn	Intervention Counselor K-12	Magnolia JHS	06/30/2022
MITCHELL, Brandi	English Teacher	Magnolia JHS	06/30/2022

**CERTIFICATED PERSONNEL** (cont.)

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE DATE</u></b>
<b><u>RESIGNATION</u></b> (cont.)			
CLARK, Taylor	Social Science Teacher	Ayala HS	07/01/2022
VOGT, Christopher	Social Science Teacher	Ayala HS	07/11/2022
ARAUJO-SALINAS, Laura	English Teacher	Buena Vista HS	06/30/2022
PHUNG, Anthony	Math Teacher	Chino HS	05/27/2022
CACNIO, Jose Gerardo	Physics Teacher	Chino Hills HS	08/01/2022
KUH, Angeline	English Teacher	Chino Hills HS	06/30/2022
MATHES, Kera	Biology Teacher	Chino Hills HS	06/30/2022
MONTOYA, Maria	Special Education Teacher	Chino Hills HS	06/30/2022
TERRY, Mykeal	Social Science Teacher	Chino Hills HS	07/31/2022
ENGSTROM, Brian	Engineering Teacher	Don Lugo HS	06/30/2022
GUZMAN, Alexis	History Teacher	Don Lugo HS	05/27/2022
KIM, Jae	Social Science	Don Lugo HS	06/17/2022
HUERTA, Jasmine	SAI Teacher	Special Education	06/30/2022
KAWAMURA, Angel	SAI Teacher	Special Education	07/31/2022
MYERS, Erica	Speech Language Pathologist	Special Education	06/30/2022
SANCHEZ, Gerard	Psychologist	Special Education	06/27/2022
WILCOX, Kelsey	Psychologist	Special Education	06/30/2022

**RETURN FROM LEAVE OF ABSENCE**

ESPARZA, Maria	Special Education Teacher	Chaparral ES	06/03/2022
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**APPOINTMENT - EXTRA DUTY**

AGUILAR, Andrew (NBM)	Football (B)	Ayala HS	06/08/2022
CEDERGREN, Andrew	Football (B)	Ayala HS	06/08/2022
GORDON, Sean (NBM)	Band (B)	Ayala HS	06/20/2022
JARAMILLO, Jay (NBM)	Volleyball (B)	Ayala HS	06/17/2022
LOPEZ, Nicholas (NBM)	Football (B)	Ayala HS	07/05/2022
MICKEY, Lamar (NBM)	Football (B)	Ayala HS	06/27/2022
SOSA, Zachary (NBM)	Football (B)	Ayala HS	06/14/2022
TUCKAY, Tommy (NBM)	Football (B)	Ayala HS	06/28/2022
VAN DERPOEL, Darren (NBM)	Band (B)	Ayala HS	06/03/2022
VANDERPOOL, Trevor (NBM)	Band (B)	Ayala HS	06/03/2022
WILLIAMS, Mako (NBM)	Band (B)	Ayala HS	06/03/2022
YE, Sean (NBM)	Band (B)	Ayala HS	06/03/2022
EDWARDS, Krystal (NBM)	Volleyball (B)	Chino HS	07/07/2022
GEORGE, Miles (NBM)	Football (B)	Chino HS	06/08/2022
BORGOGNO, Matthew (NBM)	Football (B)	Chino Hills HS	06/17/2022
CHAU, Nicklous (NBM)	Band (B)	Chino Hills HS	06/17/2022
FRUTOS Jr., Robert (NBM)	Football (B)	Chino Hills HS	07/08/2022
ORDONEZ, Andrew (NBM)	Band (B)	Chino Hills HS	07/07/2022

**CERTIFICATED PERSONNEL** (cont.)

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE DATE</u></b>
<b><u>APPOINTMENT - EXTRA DUTY</u></b> (cont.)			
SIDELL, Bailey (NBM)	Band (B)	Chino Hills HS	06/17/2022
WILSON, Zachary (NBM)	Band (B)	Chino Hills HS	07/08/2022
WROTH, Christen (NBM)	Band (B)	Don Lugo HS	07/08/2022

**CLASSIFIED PERSONNEL**

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

ZAMORA, Edward	Behavioral Health Counselor (C)	Health Services	08/01/2022
BECERRA-GONZALEZ, Elena	Behavior Intervention Counselor (C)	Special Education	08/01/2022
LOPEZ, Marissa	Behavior Intervention Associate (C)	Special Education	08/01/2022
VASQUEZ, Rebecca	Behavior Intervention Counselor (C)	Special Education	08/01/2022
MARQUEZ, Ascencion	Transportation Supervisor (GF)	Transportation	07/22/2022

**HIRED AT THE APPROPRIATE PLACEMENT ON THE CLASSIFIED SALARY SCHEDULE****APPOINTMENT**

HERNANDEZ, Annelia	Bilingual Typist Clerk I–Spanish (C)	Borba ES	07/25/2022
FRIELDS, Tyeisha	Paraprofessional I (GF)	Cattle ES	08/08/2022
OCHOA, Priscilla	Elementary Library/Media Center Assistant (GF)	Liberty ES	08/17/2022
GALICIA, Stephanie	Playground Supervisor (GF)	Rolling Ridge ES	08/08/2022
GUTIERREZ, Cristina	Paraprofessional II (GF)	Rolling Ridge ES	08/08/2022
REYNOLDS, Kaprieis	Paraprofessional II (GF)	Rolling Ridge ES	08/08/2022
CIRIA, Gaile	Playground Supervisor (GF)	Cal Aero K-8	08/01/2022
OLIVER, Resa	Paraprofessional I (GF)	Cal Aero K-8	07/05/2022
IBARRA, Yesenia	Playground Supervisor (GF)	Ramona JHS	08/08/2022
MONTOYA, Diego	Custodian I (GF)	Townsend JHS	07/18/2022
RAMOS, Erica	Bilingual Typist Clerk I–Spanish (C)	Buena Vista HS	07/25/2022
LIZZARAGO, Trynity	Security Person (GF)	Chino Hills HS	08/08/2022
GARCIA, Lizette	Security Person (GF)	Don Lugo HS	08/08/2022
MAEURER, Sinette	Licensed Vocational Nurse (GF)	Health Services	08/02/2022
DELGADILLO, Nancy	Bus Driver (GF)	Transportation	07/01/2022

**RE-HIRE FROM 39 MONTH RE-EMPLOYMENT LIST**

PALKO, Julie	Secondary Library/Media Center Assistant (GF)	Briggs K-8	08/01/2022
MERCADO, Melissa	Attendance Clerk (GF)	Woodcrest JHS	08/01/2022

**PROMOTION**

LIN, Roberta	FROM: Typist Clerk II (GF) 8 hrs./201 work days TO: Counseling Assistant (GF) 8 hrs./205 work days	Country Springs ES Alternative Education	07/25/2022
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**CLASSIFIED PERSONNEL** (cont.)

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE DATE</u></b>
<b><u>PROMOTION</u></b> (cont.)			
CALDERA, Sabrina	FROM: Paraprofessional I (SELPA/GF) 5 hrs./181 work days TO: Paraprofessional II (SELPA/GF) 5 hrs./181 work days	Liberty ES Special Education	08/08/2022
KATSUHIRO, Leticia	FROM: Nutrition Services Assistant II (NS) 5.5 hrs./181 work days TO: Nutrition Services Manager I (NS) 6 hrs./183 work days	Ayala HS Country Springs ES	08/04/2022
SALDANA, Vivian	FROM: Paraprofessional I (GF) 5 hrs./181 work days TO: Paraprofessional II (GF) 6 hrs./181 work days	Don Lugo HS	08/08/2022
DA ROCHA, Marco	FROM: Maintenance III-Painter (GF) 8 hrs./261 contract days TO: Maintenance Material/ Equipment Facilitator (GF) 8 hrs./261 contract days	Maintenance Maintenance	06/23/2022
NUNES, Danny	FROM: Groundswoker III (GF) 8 hrs./261 contract days TO: Grounds Equipment Operator III (GF) 8 hrs./261 contract days	Maintenance Maintenance	06/20/2022
<b><u>ASSIGNMENT CHANGE</u></b>			
ROMERO LUVIANO, Marisela	FROM: Paraprofessional II (GF) 5 hrs./181 work days TO: Paraprofessional II (GF) 6 hrs./181 work days	Chaparral ES Dickson ES	08/08/2022
DELLA MARNA, Eric	FROM: Custodian I (GF) 6 hrs./261 contract days TO: Custodian I (GF) 8 hrs./261 contract days	Magnolia JHS Magnolia JHS	06/20/2022
MAMOLA, Blaine	FROM: Playground Supervisor (GF) 1.75 hrs./180 work days TO: Playground Supervisor (GF) 1.5 hrs./180 work days	Magnolia JHS Marshall ES	08/08/2022

**CLASSIFIED PERSONNEL** (cont.)

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

ORRIS, Nancy	FROM: Paraprofessional I (GF) 5 hrs./181 work days	Ayala HS	07/20/2022
	TO: High School Receptionist (GF) 8 hrs./200 work days	Ayala HS	
ALAMILLO, Marisol	FROM: Playground Supervisor (GF) 7.5 hrs./180 work days	Chino Hills HS	08/08/2022
	TO: Security Person (GF) 8 hrs./181 work days	Chino Hills HS	

**ADDITIONAL ASSIGNMENT**

FOX-LEEMING, Nancy	Playground Supervisor (GF)	Cattle ES	08/08/2022
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**INCREASE IN HOURS/DAYS**

SIRISUB, Brenda	FROM: Nutrition Services Mgr. I (NS) 3.75 hrs./183 work days	Hidden Trails ES	08/04/2022
	TO: Nutrition Services Mgr. I (NS) 6 hrs./183 work days	Hidden Trails ES	
OROSCO, Melody	FROM: Nutrition Services Mgr. I (NS) 3.75 hrs./183 work days	Oak Ridge ES	08/04/2022
	TO: Nutrition Services Mgr. I (NS) 6 hrs./183 work days	Oak Ridge ES	
PARRY, Tina	FROM: Nutrition Services Mgr. I (NS) 3.75 hrs./183 work days	Wickman ES	08/04/2022
	TO: Nutrition Services Mgr. I (NS) 6 hrs./183 work days	Wickman ES	
WIARCO, Dolores	FROM: Secondary Library, Media Center Assistant (GF) 6 hrs./191 work days	Woodcrest JHS	08/01/2022
	TO: Secondary Library, Media Center Assistant (GF) 7 hrs./191 work days	Woodcrest JHS	
ALEXANDRESCU, Mary	FROM: Paraprofessional I (SELPA/GF) 5 hrs./213 work days	Boys Republic HS	07/22/2022
	TO: Paraprofessional I (SELPA/GF) 5 hrs./217 work days	Boys Republic HS	

**CLASSIFIED PERSONNEL** (cont.)

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE DATE</u></b>
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**INCREASE IN HOURS/DAYS**

YAMANO, Elaine	FROM: Paraprofessional I (SELPA/GF) 5 hrs./213 work days TO: Paraprofessional I (SELPA/GF) 5 hrs./217 work days	Boys Republic HS Boys Republic HS	07/22/2022
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**LEAVE OF ABSENCE**

FUENTES, Regina	Bus Driver (GF)	Transportation	06/27/2022 through 07/11/2022
MURILLO, Kimberly	Bus Driver (GF)	Transportation	06/27/2022 through 07/11/2022
O'REILLY, Maribel	Bus Driver (GF)	Transportation	06/21/2022 through 07/05/2022

**RESIGNATION**

PULIDO, Sasha	IA/Special Education (SELPA/GF)	Cortez ES	05/31/2022
LOPEZ, Evelyn	IA/Childhood Education (CDF)	Hidden Trails FC	08/02/2022
JARMAN, Angela	Playground Supervisor (GF)	Oak Ridge ES	05/26/2022
VAN VOORHIS, Alison	IA/Special Education/SH (SELPA/GF)	Oak Ridge ES	05/31/2022
GRIJALVA, Jonathan	Security Person (GF)	Ayala HS	07/01/2022
VALENCIA, Kimberli	IA/Special Education (SELPA/GF)	Alternative Education	05/31/2022
TAGLE, Liezyl	IA/Childhood Education (CDF) and Child Care Specialist (CDF)	Child Development	06/30/2022
SHAIBI, Amjad	Network Technician (GF)	Technology	06/20/2022

**RETIREMENT**

BATEMAN, Sylvia (17 Years of Service)	IA/Special Education (SELPA/GF)	Briggs K-8	08/01/2022
VALENCIA, Patricia (27 Years of Service)	Bilingual Typist Clerk I (C)	Chino HS	08/02/2022
LOW, Janice (20 Years of Service)	IA/Secondary Grade Level (GF)	CVLA	07/01/2022
MCMAHON, Anne (22 Years of Service)	Workforce Investment Act Career Technician (WIA)	Alternative Education	08/01/2022

**CLASSIFIED PERSONNEL** (cont.)

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE DATE</u></b>
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**RETIREMENT** (cont.)

TAPIA, Susan (29 Years of Service)	Testing Aide/Bilingual-Billiterate (GF)	Assessment	07/01/2022
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**APPOINTMENT OF CLASSIFIED SUBSTITUTES EFFECTIVE JULY 1, 2022, THROUGH JUNE 30, 2023**

ARCOS, Leila OLIVEIRA, Arnie	FELIZ, Gina ROMAN, Sydney	MLADOSICH, Andrew SUAZO, Anthony
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(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:** July 21, 2022  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Richard Rideout, Assistant Superintendent, Human Resources  
Whitney Fields, Director, Risk Management and Human Resources  
**SUBJECT: REJECTION OF CLAIM**

=====

**BACKGROUND**

Claim 22-05-35 was submitted on May 26, 2022, from Riyaz Adamjee, on behalf of his child a student at Ayala HS. Claimant alleges injury after a District employee driving a golf cart during school hours hit his feet and legs causing damage to his tennis shoes. Claimant seeks reimbursement for tennis shoes in the amount of \$96.98.

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

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

Unknown at present.

NE:RR:WF:lag

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: COMMUNICATIVE DISORDERS PROGRAM AGREEMENT WITH CALIFORNIA STATE UNIVERSITY, FULLERTON**

=====

**BACKGROUND**

Fieldwork and practicum experience provides a high quality of learning, support, and practical classroom experience for professionals in training. The Chino Valley Unified School District has an opportunity to establish a Communicative Disorders Program agreement with California State University, Fullerton.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Communicative Disorders Program agreement with California State University, Fullerton

**FISCAL IMPACT**

None.

NE:RR:IB:ED:mcm

**CALIFORNIA STATE UNIVERSITY, FULLERTON****COMMUNICATIVE DISORDERS PROGRAM AGREEMENT  
IN A SCHOOL SETTING**

This Agreement is entered into by and between the State of California acting through the Trustees of the California State University on behalf of **California State University, Fullerton**, hereinafter referred to as "University", and **Chino Valley Unified School District**, hereinafter referred to as "District". The parties may be referred to collectively as the "Parties" and singularly as a "Party."

- A. The Trustees have approved a Communicative Disorders Program ("Program") for the University and such program requires clinical speech-language pathology, diagnostic audiology, and aural rehabilitation practicum experiences, and the use of clinical facilities.
- B. It is to the mutual benefit of the Parties hereto that students of the University's Program use the various facilities of the District for their speech-language pathology, diagnostic audiology and aural rehabilitation practicum experience.
- C. Any such agreement may provide for an honorarium of an amount not to exceed \$100 per semester for services rendered by a District employee, herein referred to as a "Master Clinician," who is assigned to supervise a University student. Such honorarium shall be payable to District.
- D. District acknowledges a willingness to participate in the clinical training of graduate students in the Program through supervision and other training activities on the premises of the District.

**THE PARTIES AGREE AS FOLLOWS:****I. GENERAL REQUIREMENTS, DISTRICT:**

- 1. Shall permit each student who is designated by the University, pursuant to Paragraph II - 2 below, to receive clinical practicum experience at a school or location within the District and shall provide University's Instructors, referred to herein as a "School Practicum Coordinator," and students access to appropriate facilities for such speech-language pathology, diagnostic audiology, and aural rehabilitation practicum experience.
- 2. Shall exercise the right, only after consultation with the University, to refuse to accept for further participation on the Program any of the University's students who, in the judgement of the District, is not participating satisfactorily in said Program. District shall also provide documentation of its reasons for such refusal to the University in a timely fashion.
- 3. Shall notify the University's School Practicum Coordinator, in advance, of any relevant changes in District's staff appointments.

4. Shall require the Master Clinician to provide a progress evaluation to the student and, in cooperation with the School Practicum Coordinator, a summative evaluation at the end of each semester.
5. Shall provide emergency first aid for any student who becomes sick or injured in the course of said student's participation in the Program at the District. Any fees incurred and documented by District for the provision of such first aid shall be the responsibility of the student, not the University.
6. Shall provide supervision according to the standards set forth by the Council for Clinical Certification in Audiology and Speech-Language Pathology (CFCC) and the Council on Academic Accreditation in Audiology and Speech-Language Pathology (CAA) of the American Speech-Language-Hearing Association (ASHA), and the California Board of Medical Quality Assurance including the following:
  - a. All supervision is provided by speech-language pathologists or audiologists who hold the Certificate of Clinical Competence and the California State License in the appropriate area of specialty.
  - b. All supervision is provided by speech-language pathologists or audiologists who have taken Continuing Education Unit's (CEU) involving 2 hours of training in clinical supervision.
  - c. Clinical training in speech-language pathology is supervised by a speech-language pathologist.
  - d. Clinical training in diagnostic audiology is supervised by an audiologist.
  - e. Clinical training in aural rehabilitation is supervised by either a speech-language pathologist or an audiologist.
  - f. Supervision meets the standards put forward by the CFCC of the ASHA in Standard IV-E, which states,

"Supervision must be provided by individuals who hold the Certificate of Clinical Competence ("CCC") in the appropriate area of practice. The amount of supervision must be appropriate to the student's level of knowledge, experience, and competence. Supervision must be sufficient to ensure the welfare of the client/patient. Direct supervision must be in real time and must never be less than 25% of the student's total contact with each client/patient and must take place periodically throughout the practicum. These are minimum requirements that should be adjusted upward if the student's level of knowledge, experience, and competence warrants. A supervisor must be available to consult as appropriate for the client's/patient's disorder with a student providing clinical services as part of the student's clinical education. Supervision of clinical practicum must include direct observation, guidance, and feedback to permit the student to monitor, evaluate, and improve performance and to develop clinical competence. All observation and clinical practicum hours used to meet Standard IV-C must be supervised by individuals who hold a current CCC in the professional area in which the observation and practicum hours are being obtained. Only the supervisor who actually observes the student in a clinical session is permitted to verify the credit given to the student for the clinical practicum hours."

- g. Supervised experiences are defined as clinical services, to include but not be limited to: assessment, diagnosis, evaluation, screening, treatment, report writing, family and client consulting, and counseling related to the management of populations that fit within the scope of practice relevant to the areas of audiology or speech-language pathology.
  - h. Major decisions made by student clinicians regarding evaluation and treatment of a client are implemented or communicated to the client only after approval by the Master Clinician holding the appropriate clinical certification.
  - i. ASHA membership numbers and California License numbers of a speech-language pathologist or audiologist who supervises University students will be provided to the School Practicum Coordinator along with documentation of CEU's of training in clinical supervision.
- 7. Shall require that a person holding a CCC in speech-language pathology be available for consultation at all times when a student is providing clinical services.
  - 8. Shall require the Master Clinician to meet with the appropriate University faculty member(s) upon request to plan, coordinate, and evaluate the clinical training program of each student who is supervised at the District.
  - 9. Shall maintain complete records of student performance and submit University-supplied evaluation reports of student performance to the University upon request.
  - 10. Shall document clock hours earned by student clinicians, which correlates only to that portion of time spent in direct provision of services to a client or the client's family.

## **II. GENERAL REQUIREMENTS, UNIVERSITY:**

- 1. Shall provide ongoing consultation regarding students who are supervised at the District. This consultation includes, but is not limited to, at least one visit to the District during any semester during which a University student is being supervised at the District. In exceptional circumstances, the consultation can occur using videoconferencing.
- 2. Shall designate the students to be assigned to speech-language pathology, diagnostic audiology, and/or aural rehabilitation practicum experience at the District, in such numbers as are mutually agreed to by both Parties.
- 3. Shall maintain all academic records of students participating in said programs following the California State University records/information retention and disposition schedule.
- 4. Shall inform students of District's requirements for immunizations and tests. Also, University shall inform students of the need to comply with District's policies and procedures regarding blood-borne pathogens, including but not limited to, universal precautions.
- 5. Shall inform students of the requirement to conform to all applicable District policies, procedures, and regulations, in addition to all requirements and restrictions specified jointly by representatives of the University and the District.
- 6. Shall require the School Practicum Coordinator to notify the District's representative(s) in advance of:
  - a. Placement of students in clinical assignments in schools; and/or
  - b. Changes in clinical assignments in schools.

7. Shall, in consultation and coordination with the Master Clinician, plan for speech-language pathology, diagnostic audiology, and aural rehabilitation experience to be provided to students under this Agreement.
8. Shall, in consultation and coordination with the Master Clinician, arrange for periodic conferences between appropriate representatives of the University and the District to evaluate the speech-language pathology practicum experience program provided under this Agreement.
9. Shall provide for orientation of students and Master Clinicians assigned by District.
10. Shall provide and be responsible for the care and control of the University's educational supplies, materials, and equipment used for instruction in this program.
11. If required, provide criminal background clearance for student(s) from the appropriate agency, including fingerprinting where legally sanctioned, and maintain the confidentiality of any results as required by federal or state law.

### III. TERM OF AGREEMENT

This Agreement shall become effective upon execution by both parties and shall continue for a period of five (5) years, hereinafter referred to as the "Term," unless otherwise terminated as permitted herein. Either Party may terminate this Agreement upon provision of thirty (30) days' advance written notice by one Party to the other, provided, however, in the event that termination of this Agreement occurs during any active student practicum experience with the District, such student(s) will be permitted to complete their training for any semester in which termination would otherwise occur.

### IV. INSURANCE

1. University. The State of California has elected to be self-insured for its general liability, worker's compensation, professional liability, motor vehicle liability, and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program.

The Office of Risk Management in the Chancellor's Office administers the general liability, workers' compensation, property, and professional liability programs. The State Office of Risk and Insurance Management administers the motor vehicle liability program.

Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-state owned property. Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the California State University, Office of Risk Management, 401 Golden Shore, 5<sup>th</sup> Floor, Long Beach, CA 90802-4210.

2. Student Insurance. The California State University Risk Management Authority maintains a Student Professional Liability Insurance Program (SPLIP).

Coverage is provided on a claims-made basis for claims arising from services which are rendered during the policy period and reported to the carrier as soon as practicable, but not later than three (3) years after the policy period.

Coverage includes General, Professional, and Educator's Errors and Omissions Liability. Coverage limits are Two Million (\$2,000,000) each loss and Four Million (\$4,000,000) aggregate for all covered parties, and not per student.

3. District Insurance. District shall maintain in full force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees, officers, and agents. Coverage under such professional and commercial general liability insurance shall be not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A VII or better by AM Best or a qualified program of self-insurance. District shall also maintain and provide evidence of workers' compensation coverage for its employees as required by law. District shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

Each Party has the right to request, and agrees to provide upon request, documentation of such coverage(s), as well as to be named as an additional insured on the policy(s) of the other Party.

## V. INDEMNIFICATION

1. The University agrees to defend all claims of loss, and indemnify and hold harmless the District and its officers, agents, employees, and volunteers from any and all liability for 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 negligent acts or omissions or willful misconduct of the University or its employees, officers, agents, or volunteers in the performance of this Agreement.
2. The District agrees to defend all claims of loss, and indemnify and hold harmless the State of California, the Trustees of the California State University, California State University, Fullerton, and each of their officers, agents, volunteers, and employees from any and all liability for 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 negligent acts or omissions or willful misconduct of the District or its officers, employees, agents, or volunteers in the performance of this Agreement.

## VI. HONORARIUM

District may submit an invoice to University at the conclusion of each semester for an honorarium up to the amount of \$100 per student per semester for services completed as required under this Agreement by a Master Clinician. Payment will be issued subsequent to verification of invoice(s) and review of the Master Clinician's evaluation of student, which is also required to be submitted to University by District.

## VII. GENERAL PROVISIONS

1. Amendment of Agreement. This Agreement may, at any time, be altered, changed or amended by mutual agreement of the Parties in writing.
2. Prior Agreements. This Agreement represents the complete and full agreement between the Parties with respect to the matters stated herein. Any agreements or promises

made which are not reflected in the written terms of this Agreement are and shall be superseded by the terms of this Agreement and shall have no effect on the terms of this Agreement.

3. Non-Discrimination. The Parties agree that all students receiving clinical training pursuant to this Agreement shall be selected without discrimination on account of, but not limited to, any the following: Age, Disability, Gender, Genetic Information, Gender Identity or Expression, Nationality, Marital Status, Race or Ethnicity, Religion, Sexual Orientation, and Veteran or Military Status.
4. Entire Agreement. This Agreement is the entire agreement between the Parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
5. 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.
6. Assignment. Neither Party shall voluntarily or by operation of law assign or otherwise transfer this Agreement without the other Party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
7. Notices. Notices required under this Agreement shall be sent to the Parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below.
8. Electronic Signatures. The exchange of copies of this Agreement by electronic mail in "portable document format" (".PDF") form or by other similar electronic means shall constitute effective execution and delivery of this Agreement and shall have the same effect as copies executed and delivered with original signatures.
9. Current Guidelines Regarding COVID-19. District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". District is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. District, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, District will take steps to comply with the modified, changed or updated guidelines or directives. If at any time District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify University of that fact.

TO UNIVERSITY

California State University, Fullerton  
 Contracts and Procurement  
 2600 Nutwood Ave., Suite 300  
 Fullerton, CA 92831

TO DISTRICT

Chino Valley Unified School District  
 Attn: Teresa Shockley  
 5130 Riverside Dr.  
 Chino, CA 91710

Signature Page Follows:



**VIII. EXECUTION**

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the Party on whose behalf their signature is made. This Agreement will not be considered binding until the University’s Contracts and Procurement department and Affiliate have both signed below.

**CALIFORNIA STATE UNIVERSITY,  
FULLERTON – CONTRACTS &  
PROCUREMENT**

**CHINO VALLEY UNIFIED  
SCHOOL DISTRICT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CALIFORNIA STATE UNIVERSITY,  
FULLERTON – COLLEGE OF  
COMMUNICATIONS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: 2021/2022 SECOND SEMESTER STUDENT EXPULSION REPORT**

=====

**BACKGROUND**

In order to provide the Board of Education with regular and summative expulsion information, an expulsion report will be presented on a semester basis. This report will indicate the number of students recommended for expulsion, the offense, and the disposition of each case. During second semester 2021/2022, 28 students were recommended for expulsion. Of those recommendations, 14 were expelled and 14 were revoked. Of the 24 recommendations, 6 signed an Abeyance of Expulsion\*.

In accordance with Board Policy 5144.1, policies and standards of behavior consistent with the Education Code are established in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to expel a student from regular classroom instruction.

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

In compliance with established Board policies and standards, the District makes removal of potentially dangerous students from the classroom a top priority, ensures fair and equal treatment of all students, and requires that instances of offenses be addressed according to Board policies and to the fullest extent allowed by law. The Education Code mandates recommendations for expulsion in a number of instances, with discretion to actually

impose expulsion vested in the final decision of the District's Board of Education after an evidentiary hearing has been held before a District expulsion hearing panel.

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

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

### **RECOMMENDATION**

It is recommended the Board of Education receive for information the 2021/2022 Second Semester Student Expulsion Report.

### **FISCAL IMPACT**

None.

NE:LF:SJ:ss

\*An Abeyance of Expulsion is a suspension of the expulsion process whereby the student is allowed to return to school with a specified behavior contract. Should the student violate the Abeyance Agreement, the school may make a request to move forward with the expulsion recommendation.

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

<b>Expulsion Hearing Administrative</b> Each expelled pupil is ordered to complete a plan of rehabilitation prior to application for readmission.		Full Expulsion	Suspended Enforcement	Time Frame				Program Referral		Revocation of Recommendation	
				1 semester	2 semesters	Split Semesters	1 Year	District	County	School Site Principal	Expulsion Hearing Panel or Board Decision
<b>48900.3</b>	Caused, attempted to cause, threatened to cause, or participated in an act of hate violence. (Applicable to grades 4-12, only.)										
<b>48900.4</b>	Intentionally engaged in harassment, threats, or intimidation, directed against school district personnel or pupils by creating an intimidating or hostile educational environment. (Applicable to grades 4-12, only.)	1		1				1			
<b>48900.7</b>	Made terroristic threats against school officials and/or school property.										
<b>48915(a)(1)(A)</b>	Causing serious physical injury to another person, except in self-defense.										1
<b>48915(a)(1)(B)</b>	Possession of any knife or other dangerous object of no reasonable use to the pupil.	1	1		2			2			
<b>48915(a)(1)(C)</b>	Unlawful possession of any controlled substance except for one of the following: (i) The first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis. (ii) The possession of over the counter medication for use by the pupil for medical purposes or medication prescribed for the pupil by a physician.										
<b>48915(a)(1)(D)</b>	Robbery or extortion.										
<b>48915(a)(1)(E)</b>	Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon any school employee. An assault is an unlawful attempt, coupled with a present ability, to commit a violent injury on the person of another. A battery is any willful and unlawful use of force or violence upon the person of another.									1	
<b>48915(c)(1)</b>	The principal or superintendent of schools shall immediately suspend, pursuant to Section 48911, and shall recommend expulsion of a pupil that he or she determines has committed any of the following acts at school or at a school activity off school grounds: (1) Possessing, selling, or otherwise furnishing a firearm. This subdivision does not apply to an act of possessing a firearm if the pupil had obtained prior written permission to possess the firearm from a certificated school employee, which is concurred in by the principal or the designee of the principal. This subdivision applies to an act of possessing a firearm only if the possession is verified by an employee of a school district. The act of possessing an imitation firearm, as defined in subdivision (m) of Section 48900, is not an offense for which suspension or expulsion is mandatory, but it is an offense for which suspension, or expulsion may be imposed.										
<b>48915(c)(2)</b>	Brandishing a knife at another person.									3	
<b>48915(c)(3)</b>	Selling a controlled substance.	1					1	1			
<b>48915(c)(4)</b>	Committing or attempting to commit a sexual assault or committing sexual battery as defined in subdivision (n) of Section 48900.										
<b>48915(c)(5)</b>	Possession of an explosive.										
<b>TOTALS</b>		12	2	1	12	0	1	14	0	10	4

Total Expulsions 14  
 Total Revocations 14  
 Total Expulsion Recommendations: 28

**Chino Valley Unified School District**

**Our Motto:**

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

**DATE:** July 21, 2022  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support  
**SUBJECT: CAL AERO PRESERVE ACADEMY MULTI TRACK YEAR-ROUND STUDENT ATTENDANCE CALENDARS FOR THE 2023/2024, 2024/2025, AND 2025/2026 SCHOOL YEARS**

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**BACKGROUND**

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

This item was presented to the school site for feedback.

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 Cal Aero Preserve Academy Multi Track Year-Round Student Attendance Calendars for the 2023/2024, 2024/2025, and 2025/2026 school years.

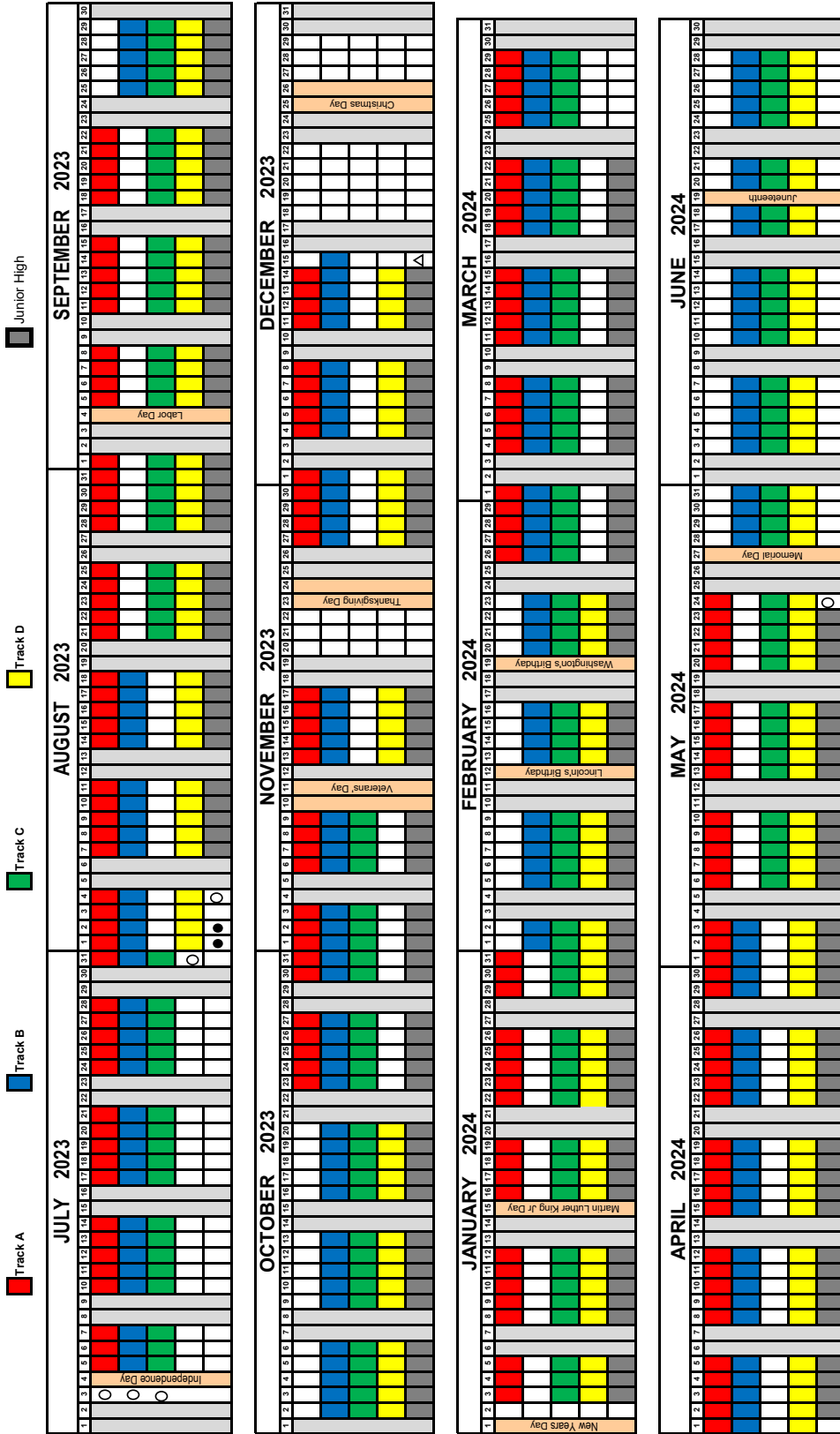
**FISCAL IMPACT**

None.

NE:LF:gks

# 2023-2024 MULTITRACK YEAR-ROUND STUDENT ATTENDANCE CALENDAR

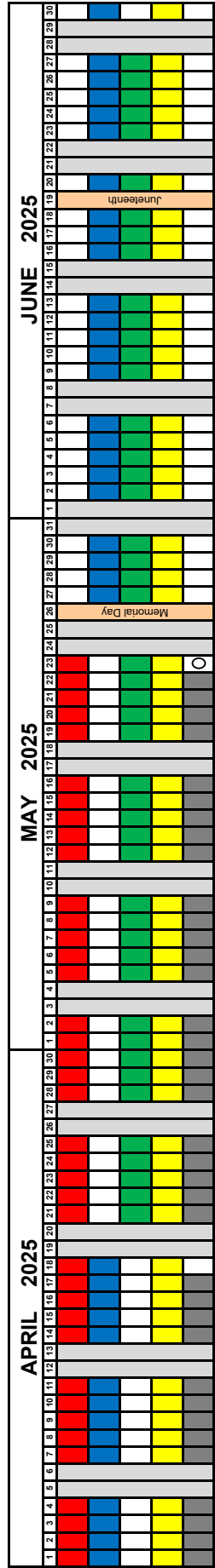
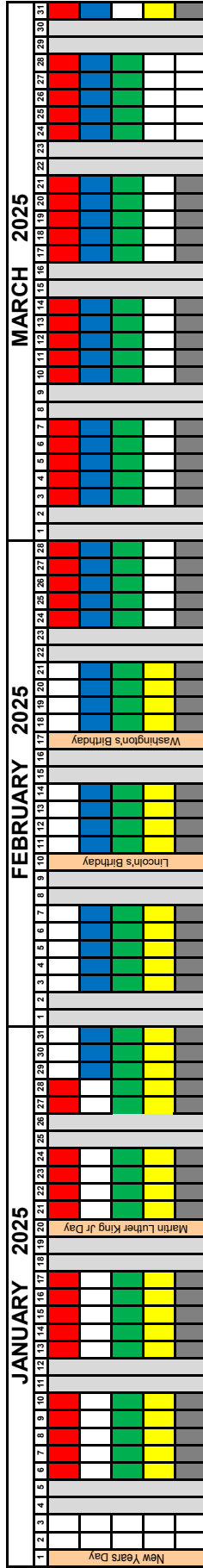
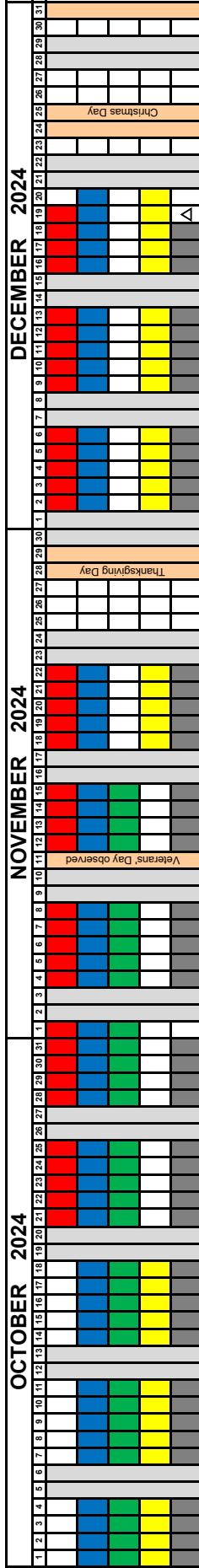
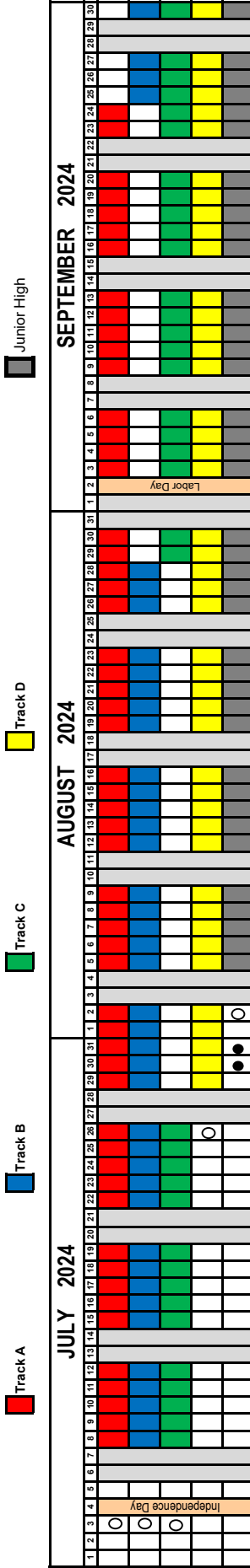
## Cal Aero Preserve Academy



○ Workday for ALL Teachers (student free day)      ● New Teacher Day      ▲ 7-8 Teacher Workday      Board Approved:

# 2024-2025 MULTITRACK YEAR-ROUND STUDENT ATTENDANCE CALENDAR

## Cal Aero Preserve Academy





2025-2026 MULTITRACK YEAR-ROUND STUDENT ATTENDANCE CALENDAR  
 Cal Aero Preserve Academy

JULY 2025																															AUGUST 2025																															SEPTEMBER 2025																														
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	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	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		
Independence Day																															Labor Day																															Labor Day																														

Track A Junior High

Track B Track D

Track C

Track D

OCTOBER 2025																															NOVEMBER 2025																															DECEMBER 2025																														
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	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	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
Veteran's Day																															Thanksgiving Day																															Christmas Day																														

JANUARY 2026																															FEBRUARY 2026																															MARCH 2026																														
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	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	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
Martin Luther King Jr Day																															Lincoln's Birthday																															Washington's Birthday																														

APRIL 2026																															MAY 2026																															JUNE 2026																														
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	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	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	
Memorial Day																															Memorial Day																															Memorial Day																														

○ Workday for ALL Teachers (student free day)

● New Teacher Day

△ 7-8 Teacher Workday

Board Approved:

**Chino Valley Unified School**  
**District Our Motto:**  
Student Achievement • Safe Schools • Positive School  
Climate Humility • Civility • Service

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: BOYS REPUBLIC HS, CHINO VALLEY LEARNING ACADEMY, AND CHINO VALLEY ADULT SCHOOL STUDENT ATTENDANCE CALENDARS FOR THE 2023/2024, 2024/2025, AND 2025/2026 SCHOOL YEARS**

=====

**BACKGROUND**

The Board will consider the Student Attendance Calendars for the 2023/2024, 2024/2025, and 2025/2026 school years. The Student Attendance Calendar is adopted sufficiently in advance of the school year in order to provide educational partners with ample time to provide input and conduct advance planning for the coming year. Additionally, adoption of the Student Attendance Calendars at this time permits the District to meet with exclusive representatives of the District’s certificated and classified employees regarding applicable work year calendars. The Student Attendance Calendar is not intended to constitute the employee work year calendar, which will be negotiated to the extent required by law.

This item was presented to the school site for feedback.

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 Boys Republic HS, Chino Valley Learning Academy, and Chino Valley Adult School Student Attendance Calendars for the 2023/2024, 2024/2025, and 2025/2026 school years.

**FISCAL IMPACT**

None.

NE:LF:gks

Chino Valley Unified School District  
**2023-2024 STUDENT ATTENDANCE CALENDAR**

**Boys Republic High School  
 217 School Days**

**JULY 2023**

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

**AUGUST 2023**

S	M	T	W	Th	F	S
		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 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	X	19	20	21	22	23
24	25	26	27	28	29	30

**OCTOBER 2023**

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

**NOVEMBER 2023**

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

**DECEMBER 2023**

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

**JANUARY 2024**

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 2024**

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		

**MARCH 2024**

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 2024**

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 2024**

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 2024**

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	X	22
23	24	25	26	27	28	29
30						

**IMPORTANT DATES**

July 4	Independence Day	Jan 15	Martin Luther King Day	 First Day of School  Last Day of School   Legal Holiday   School Closed
July 5	First Day of School	Feb 12	Lincoln's Birthday	
Sept 4	Labor Day	Feb 19	Washington's Birthday	
Sept 4-8	School Closed	Mar 25-29	Spring Break	
Sept 18	X Teacher Workday (Student Free Day)	May 27	Memorial Day	
Nov 10	Veterans' Day Observed	June 19	Juneteenth	
Nov 20-24	Thanksgiving Break	June 20	Last Day of School	
Dec 15	X Teacher Workday (Student Free Day)	June 21	X Teacher Workday (Student Free Day)	
Dec 15-Jan 2	Christmas/Winter Break			

Chino Valley Unified School District  
**2024-2025 STUDENT ATTENDANCE CALENDAR**

**Boys Republic High School**  
**217 School Days**

**JULY 2024**

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 2024**

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 2024**

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

**OCTOBER 2024**

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 2024**

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 2024**

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	X	21
22	23	24	25	26	27	28
29	30	31				

**JANUARY 2025**

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 2025**

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 2025**

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 2025**

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 2025**

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 2025**

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	X	25	26	27	28
29	30					

**IMPORTANT DATES**

July 4	Independence Day	Jan 20	Martin Luther King Day	<p>  First Day of School   Last Day of School   Legal Holiday   School Closed         </p>
July 8	First Day of School	Feb 10	Lincoln's Birthday	
Sept 2	Labor Day	Feb 17	Washington's Birthday	
Sept 2-6	School Closed	Mar 24-28	Spring Break	
Sept 16	X Teacher Workday (Student Free Day)	May 26	Memorial Day	
Nov 1	School Closed	June 19	Juneteenth	
Nov 11	Veterans' Day	June 23	Last Day of School	
Nov 25-29	Thanksgiving Break	June 24	X Teacher Workday (Student Free Day)	
Dec 20	X Teacher Workday (Student Free Day)			
Dec 20-Jan 3	Christmas/Winter Break			

Chino Valley Unified School District  
**2025-2026 STUDENT ATTENDANCE CALENDAR**

**Boys Republic High School**  
**217 School Days**

**JULY 2025**

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 2025**

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 2025**

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

**OCTOBER 2025**

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 2025**

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 2025**

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	X	20
21	22	23	24	25	26	27
28	29	30	31			

**JANUARY 2026**

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 2026**

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 2026**

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 2026**

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 2026**

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 2026**

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	X	24	25	26	27
28	29	30				

**IMPORTANT DATES**

July 4	Independence Day	Jan 19	Martin Luther King Day	First Day of School Last Day of School  Legal Holiday  School Closed
July 7	First Day of School	Feb 9	Lincoln's Birthday	
Sept 1	Labor Day	Feb 16	Washington's Birthday	
Sept 1-5	School Closed	Mar 30-Apr 3	Spring Break	
Sept 15	X Teacher Workday (Student Free Day)	May 25	Memorial Day	
Nov 10	School Closed	June 19	Juneteenth	
Nov 11	Veterans' Day	June 22	Last Day of School	
Nov 24-28	Thanksgiving Break	June 23	X Teacher Workday (Student Free Day)	
Dec 19	X Teacher Workday (Student Free Day)			
Dec 19-Jan 2	Christmas/Winter Break			
July 21, 2022				

Chino Valley Unified School District  
**2023-2024 STUDENT ATTENDANCE CALENDAR**  
 Chino Valley Learning Academy  
 204 School Days

**JULY 2023**

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

**AUGUST 2023**

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

**SEPTEMBER 2023**

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

**OCTOBER 2023**

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

**NOVEMBER 2023**

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

**DECEMBER 2023**

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

**JANUARY 2024**

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 2024**

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		

**MARCH 2024**

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 2024**

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 2024**

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 2024**

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

**IMPORTANT DATES**

July 4 July 5 Aug 7 Sept 4 Nov 10 Nov 20-24 Dec 15 Dec 15-Jan 2	Independence Day First Day of School X Teacher Workday (student free) Labor Day Veterans' Day Observed Thanksgiving Break X Teacher Workday (student free) Christmas/Winter Break	Jan 15 Feb 12 Feb 19 Mar 25-29 April 1 May 27 June 13 June 14	Martin Luther King Day Lincoln's Birthday Washington's Birthday Spring Break School Closed Memorial Day Last Day of School X Teacher Workday (student free)	<div style="display: flex; flex-direction: column; gap: 10px;"> <div style="display: flex; align-items: center;"> <div style="width: 15px; height: 15px; background-color: #FFC0CB; border: 1px solid black; margin-right: 5px;"></div> <div>First Day of School Last Day of School</div> </div> <div style="display: flex; align-items: center;"> <div style="width: 15px; height: 15px; background-color: #FFD700; border: 1px solid black; margin-right: 5px;"></div> <div>Legal Holiday</div> </div> <div style="display: flex; align-items: center;"> <div style="width: 15px; height: 15px; background-color: #90EE90; border: 1px solid black; margin-right: 5px;"></div> <div>School Closed</div> </div> </div>
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Chino Valley Unified School District  
**2024-2025 STUDENT ATTENDANCE CALENDAR**

**Chino Valley Learning Academy**  
**204 School Days**

**JULY 2024**

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
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**AUGUST 2024**

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**SEPTEMBER 2024**

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**OCTOBER 2024**

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**NOVEMBER 2024**

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**DECEMBER 2024**

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**JANUARY 2025**

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**FEBRUARY 2025**

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**MARCH 2025**

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**APRIL 2025**

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


**MAY 2025**

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**IMPORTANT DATES**

July 4	Independence Day	Jan 20	Martin Luther King Day	 First Day of School  Last Day of School
July 8	First Day of School	Feb 10	Lincoln's Birthday	
Aug 5	X Teacher Workday (student free)	Feb 17	Washington's Birthday	
Sept 2	Labor Day	Mar 24-28	Spring Break	
Nov 1	School Closed	April 18	School Closed	 Legal Holiday  School Closed
Nov 11	Veterans' Day	May 26	Memorial Day	
Nov 25-29	Thanksgiving Break	June 13	Last Day of School	
Dec 19	X Teacher Workday (student free)	June 16	X Teacher Workday (student free)	
Dec 19-Jan 3	Christmas/Winter Break			

Chino Valley Unified School District  
**2025-2026 STUDENT ATTENDANCE CALENDAR**

**Chino Valley Learning Academy**  
**204 School Days**

**JULY 2025**

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**AUGUST 2025**

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**SEPTEMBER 2025**

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**OCTOBER 2025**

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**NOVEMBER 2025**

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**DECEMBER 2025**

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**JANUARY 2026**

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**FEBRUARY 2026**

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**MARCH 2026**

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**APRIL 2026**

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**MAY 2026**

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**JUNE 2026**

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**IMPORTANT DATES**

July 4	Independence Day	Jan 19	Martin Luther King Day	First Day of School Last Day of School Legal Holiday School Closed
July 7	First Day of School	Feb 9	Lincoln's Birthday	
Aug 4	X Teacher Workday (student free)	Feb 16	Washington's Birthday	
Sept 1	Labor Day	Mar 30-Apr 3	Spring Break	
Nov 10	School Closed	Apr 6	School Closed	
Nov 11	Veterans' Day	May 25	Memorial Day	
Nov 24-28	Thanksgiving Break	June 12	Last Day of School	
Dec 18	X Teacher Workday (student free)	June 15	X Teacher Workday (student free)	
Dec 18-Jan 2	Christmas/Winter Break			









**Chino Valley Unified School District**

**Our Motto:**

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

**DATE:** July 21, 2022  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support  
**SUBJECT:** **WILLIAMS SETTLEMENT LEGISLATION QUARTERLY UNIFORM COMPLAINT REPORT SUMMARY FOR APRIL THROUGH JUNE 2022**

=====

**BACKGROUND**

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

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

**RECOMMENDATION**

It is recommended the Board of Education receive for information the Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for April through June 2022.

**FISCAL IMPACT**

None.

NE:LF:gks

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

District Name: Chino Valley Unified School District

Quarter covered by this report: April 2022 – June 2022

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

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

Submitted by: Lea Fellows

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

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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Humility • Civility • Service

**DATE:** July 21, 2022  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support  
Stephanie Johnson, Director, Student Support Services  
**SUBJECT: NEW ADMINISTRATIVE REGULATION 5141.51 STUDENTS – SCHOOL BASED THREAT ASSESSMENT**

=====

**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. Administrative Regulation 5141.51 Students – School Based Threat Assessment has been created to reflect new and updated policies and current District practice.

New Administrative Regulation 5141.51 Students – School Based Threat Assessment establishes protocol to provide for timely and methodical school-based threat assessment and crisis intervention. Regulation includes threat inquiry team structure and function, processes for follow up, data collection and review, and other tasks that manage or reduce threatening or potentially threatening behavior and increase physical and psychological safety.

New language is provided in UPPER CASE.

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 new Administrative Regulation 5141.51 Students – School Based Threat Assessment.

**FISCAL IMPACT**

None.

NE:LF:SJ:gks

**SCHOOL BASED THREAT ASSESSMENT**

THIS POLICY ESTABLISHES A SCHOOL-BASED THREAT ASSESSMENT PROTOCOL TO PROVIDE FOR TIMELY AND METHODOLOGICAL SCHOOL-BASED THREAT ASSESSMENT AND CRISIS INTERVENTION.

FOR ALL STUDENTS PRESENTING WITH IDEATION(S) AND/OR RISK OF A THREATENING NATURE TO SELF OR OTHERS, A LIMITED SCREENING PROCESS WILL BE CONDUCTED BY A SITE ADMINISTRATOR AND/OR TWO FIRST RESPONDER STAFF (COUNSELORS, SCHOOL PSYCHOLOGISTS, NURSES, AND/OR LICENSED THERAPISTS), FOR THE SOLE PURPOSE OF CONFIRMING WHETHER THE STUDENT PRESENTS WITH POTENTIAL SUICIDE RISK, HOMICIDE RISK, OR BOTH. IF THE POTENTIAL RISK IS HOMICIDAL, THE THREAT INQUIRY TEAM (SITE ADMINISTRATOR, COUNSELOR, LICENSED THERAPIST, SCHOOL PSYCHOLOGIST, AND/OR BEHAVIOR INTERVENTION SPECIALIST) WILL BE CONTACTED TO CONDUCT THE THREAT ASSESSMENT PROCESS, EXPLAINED IN DETAIL BELOW.

THREAT ASSESSMENT BEST OCCURS IN SCHOOL CLIMATES OF SAFETY, RESPECT, AND EMOTIONAL SUPPORT. STUDENT BEHAVIOR RATHER THAN A STUDENT'S DEMOGRAPHIC OR PERSONAL CHARACTERISTICS WILL SERVE AS THE BASIS FOR A SCHOOL-BASED THREAT ASSESSMENT. THREAT ASSESSMENT IS A PROCESS OF EVALUATING THE THREAT AND THE CIRCUMSTANCES SURROUNDING IT THROUGH A PROBLEM-SOLVING APPROACH, INCLUDING ASSESSMENT AND INTERVENTION. THE THREAT INQUIRY TEAM WILL DETERMINE WHETHER A STUDENT POSES A DIRECT THREAT TO THE HEALTH OR SAFETY OF OTHERS BECAUSE THE STUDENT'S CONDUCT IS A SUBSTANTIVE HOMICIDE RISK TO OTHERS AND IS CLASSIFIED AS EITHER: (1) A SERIOUS THREAT, WHICH MEANS A THREAT TO HIT, FIGHT, OR BEAT UP, OR (2) A VERY SERIOUS THREAT, WHICH MEANS A THREAT TO KILL, RAPE, OR CAUSE VERY SERIOUS INJURY WITH A WEAPON.

THE THREAT ASSESSMENT PROCESS IS DISTINCT FROM STUDENT DISCIPLINE PROCEDURES. THE MERE FACT THAT THE DISTRICT IS CONDUCTING A THREAT ASSESSMENT DOES NOT BY ITSELF NECESSITATE SUSPENSION OR EXPULSION AND THE DISTRICT WILL NOT IMPOSE SUSPENSION OR EXPULSION, INCLUDING EMERGENCY EXPULSION, SOLELY FOR INVESTIGATING STUDENT CONDUCT OR CONDUCTING A THREAT ASSESSMENT. NOTHING IN THIS POLICY PRECLUDES DISTRICT PERSONNEL FROM ACTING IMMEDIATELY TO ADDRESS AN IMMEDIATE THREAT, INCLUDING IMPLEMENTATION OF CRISIS PREVENTION INSTITUTE'S (CPI) NONVIOLENT CRISIS INTERVENTION\* STRATEGIES, INCLUDING PHYSICAL RESTRAINT, IF THE DISTRICT HAS SUFFICIENT CAUSE TO BELIEVE THAT THE STUDENT'S PRESENCE POSES AN IMMEDIATE AND CONTINUING DANGER TO OTHER STUDENTS OR SCHOOL PERSONNEL.

## **SCHOOL BASED THREAT ASSESSMENT (CONT.)**

\*THE CORE TRAINING PROGRAM OF CRISIS PREVENTION INSTITUTE'S (CPI) NONVIOLENT CRISIS INTERVENTION TRAINING EQUIPS STAFF WITH EVIDENCED BASED STRATEGIES FOR SAFELY DEFUSING ANXIOUS, HOSTILE, OR VIOLENT BEHAVIOR AT THE EARLIEST POSSIBLE STAGE. PARTICIPANTS ARE PROVIDED TRAINING IN DEFINING THE STAGES OF CRISIS IN TERMS OF IDENTIFIABLE BEHAVIORAL LEVELS AND APPROPRIATE STAFF RESPONSES.

### **STRUCTURE OF THREAT INQUIRY TEAMS**

THE SUPERINTENDENT OR DESIGNEE SHALL ESTABLISH AND ENSURE THE TRAINING OF A MULTIDISCIPLINARY THREAT INQUIRY TEAM TO SERVE DISTRICT SCHOOLS. AS THE THREAT INQUIRY TEAM MUST BE MULTIDISCIPLINARY, IT WILL INCLUDE PERSONS WITH EXPERTISE IN:

- COUNSELING, SUCH AS A SCHOOL COUNSELOR, SCHOOL PSYCHOLOGIST, SCHOOL BEHAVIOR SPECIALIST, AND/OR LICENSED SCHOOL SOCIAL WORKER OR MARRIAGE FAMILY THERAPIST.
- SCHOOL ADMINISTRATION, SUCH AS A PRINCIPAL, ASSISTANT PRINCIPAL, OR DISTRICT LEVEL ADMINISTRATOR.

### **OTHER CONTRIBUTING PERSONS AND/OR INVOLVEMENT WITH THE THREAT INQUIRY TEAMS**

INVOLVEMENT OF LAW ENFORCEMENT, SUCH AS A SCHOOL RESOURCE OFFICER, WILL BE CONSISTENT WITH BOARD POLICY 5145.11 – QUESTIONING AND APPREHENSION BY LAW ENFORCEMENT WILL OCCUR DURING SITUATIONS WHEN SEVERE BODILY INJURY OR A DEADLY WEAPON IS INVOLVED, AND MAY OCCUR WHEN A THREAT IS DEEMED SERIOUS OR VERY SERIOUS AS DETERMINED BY THE THREAT INQUIRY TEAM EVEN THOUGH SEVERE BODILY INJURY OR A DEADLY WEAPON IS NOT INVOLVED. IN ADDITION, THIS INCLUDES SITUATIONS IN WHICH A STUDENT'S LEVEL OF THREAT MAY REQUIRE THE STUDENT TO BE TRANSPORTED TO A MENTAL HEALTH FACILITY FOR HOSPITALIZATION.

INVOLVEMENT OF THE COMMUNITY CRISIS RESPONSE MAY OCCUR FOR SITUATIONS WHEN A THREAT IS DEEMED SERIOUS OR VERY SERIOUS AS DETERMINED BY THE THREAT INQUIRY TEAM. THIS INCLUDES SITUATIONS IN WHICH A STUDENT'S LEVEL OF THREAT MAY REQUIRE THE STUDENT TO BE TRANSPORTED TO A MENTAL HEALTH FACILITY FOR HOSPITALIZATION.

FOR STUDENTS WITH DISABILITIES, PARENTS, GUARDIANS, AND INPUT FROM OTHER KNOWLEDGEABLE MEMBERS OF THE STUDENT'S INDIVIDUALIZED



## **SCHOOL BASED THREAT ASSESSMENT (CONT.)**

EDUCATION PROGRAM (IEP) TEAM OR 504 TEAM, IF AVAILABLE, WILL BE PROVIDED THE OPPORTUNITY TO PROVIDE INPUT REGARDING A STUDENT'S DISABILITY-RELATED BEHAVIORS AND NEEDS AS PART OF THE THREAT INQUIRY TEAM ASSESSMENT PROTOCOL AND PROCESS, TO THE EXTENT POSSIBLE.

FOR STUDENTS WITH AN IEP OR SECTION 504 PLAN WHO HAVE DISABILITIES THAT MANIFEST IN PHYSICAL AND/OR VERBAL THREATENING CONDUCT OF A HOMICIDAL NATURE, THE IEP OR SECTION 504 TEAM WILL, TO THE EXTENT POSSIBLE UNDER THE CIRCUMSTANCES, PROACTIVELY CONSIDER AND DETERMINE THE ROLE OF THE HOMICIDE RISK THREAT SCREENING AND ASSESSMENT PROCESS IN APPROPRIATELY RESPONDING TO SUCH CONDUCT, SHOULD IT OCCUR, BASED ON THE STUDENT'S INDIVIDUALIZED NEEDS.

ALTHOUGH PARENTS, GUARDIANS, OR FAMILY MEMBERS MAY BE INTERVIEWED AS PART OF THE THREAT ASSESSMENT PROCESS, IF AVAILABLE, NEITHER THE STUDENT NOR THE STUDENT'S FAMILY MEMBERS ARE PART OF THE THREAT INQUIRY TEAM. THIS DOES NOT DIMINISH THE DISTRICT'S COMMITMENT THAT SCHOOL PERSONNEL WILL MAKE EVERY REASONABLE ATTEMPT TO INVOLVE PARENTS AND THE STUDENT REGARDING ANY DECISIONS MADE FOLLOWING THE HOMICIDAL THREAT ASSESSMENT PROCESS, CONSISTENT WITH BOARD POLICY AND ADMINISTRATIVE REGULATION 5020 – PARENT RIGHTS AND RESPONSIBILITIES.

## **FUNCTION OF THE THREAT INQUIRY TEAM**

THREAT INQUIRY TEAM MEMBERS ARE RESPONSIBLE FOR CONDUCTING THREAT ASSESSMENTS TO INCLUDE CONSIDERATION OF STUDENTS WITH DISABILITIES, CONDUCT CRISIS PREVENTION AND INTERVENTION STRATEGIES AND TECHNIQUES WHEN NECESSARY, AND DETERMINE THE LEVEL OF THREAT AND NEXT STEPS FOR EACH INCIDENT.

EACH THREAT INQUIRY TEAM MEMBER FUNCTIONS AS A "SCHOOL OFFICIAL WITH A LEGITIMATE EDUCATIONAL INTEREST" IN EDUCATIONAL RECORDS CONTROLLED AND MAINTAINED BY THE DISTRICT. THE DISTRICT WILL PROVIDE THE THREAT INQUIRY TEAM ACCESS TO EDUCATIONAL RECORDS AS PERMITTED BY THE FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA). NO MEMBER OF THE THREAT INQUIRY TEAM, COMMUNITY RESOURCE MEMBERS, OR LAW ENFORCEMENT MEMBERS, SHALL USE ANY STUDENT RECORD BEYOND THE PRESCRIBED PURPOSE OF THE THREAT INQUIRY TEAM OR RE-DISCLOSE RECORDS OBTAINED BY BEING A MEMBER OF THE THREAT ASSESSMENT TEAM, EXCEPT AS PERMITTED BY FERPA.

**SCHOOL BASED THREAT ASSESSMENT (CONT.)**

THE THREAT INQUIRY TEAM:

1. IDENTIFIES AND ASSESSES THE BEHAVIOR OF A STUDENT THAT IS THREATENING, OR POTENTIALLY THREATENING TO OTHER STUDENTS, STAFF, OR SCHOOL VISITORS. THREATS OF SELF- HARM OR SUICIDE UNACCOMPANIED BY THREATS OF HARM TO OTHERS SHOULD BE PROMPTLY EVALUATED ACCORDING TO BOARD POLICY/ADMINISTRATIVE REGULATIONS 5141.52(A) – SUICIDE PREVENTION.
2. GATHERS AND ANALYZES INFORMATION ABOUT THE STUDENT’S BEHAVIOR TO DETERMINE AND DOCUMENT A LEVEL OF CONCERN FOR THE THREAT. THE THREAT INQUIRY TEAM MAY CONDUCT INTERVIEWS OF THE PERSON(S) WHO REPORTED THE THREAT, THE RECIPIENT(S) OR TARGET(S) OF THE THREAT, OTHER WITNESSES WHO HAVE KNOWLEDGE OF THE THREAT, AND WHERE REASONABLE, THE INDIVIDUAL(S) WHO ALLEGEDLY ENGAGED IN THE THREATENING BEHAVIOR OR COMMUNICATION. THE PURPOSE OF THE INTERVIEWS IS TO EVALUATE THE INDIVIDUAL’S THREAT IN CONTEXT TO DETERMINE THE MEANING OF THE THREAT AND INTENT OF THE INDIVIDUAL. THE THREAT INQUIRY TEAM MAY REQUEST AND OBTAIN RECORDS IN THE DISTRICT’S POSSESSION, INCLUDING STUDENT EDUCATION, SPECIAL EDUCATION, HEALTH RECORDS, AND CRIMINAL HISTORY RECORD INFORMATION. THE PURPOSE OF OBTAINING INFORMATION IS TO EVALUATE SITUATIONAL VARIABLES, INCLUDING CONSIDERING STUDENTS’ DISABILITY(IES), AND/OR SUSPECTED DISABILITY(IES), RATHER THAN THE STUDENT’S DEMOGRAPHIC OR PERSONAL CHARACTERISTICS.
3. TO THE EXTENT POSSIBLE UNDER THE CIRCUMSTANCES, REQUESTS, CONSIDERS, AND DOCUMENTS AVAILABLE INFORMATION CONCERNING WHETHER THE STUDENT HAS A DISABILITY AND, IF SO, THE NATURE AND FUNCTIONAL LIMITATIONS OF THE DISABILITY AND WHETHER ANY BEHAVIOR-RELATED ACCOMMODATIONS, SUPPORTS, AND/OR SERVICES OF A STUDENT’S IEP OR SECTION 504 PLAN WERE IMPLEMENTED IN RESPONSE TO THE CONDUCT TRIGGERING THE ASSESSMENT.
4. DETERMINES AND DOCUMENTS THE NATURE AND LEVEL OF SEVERITY OF THE RISK; THE PROBABILITY THAT THE POTENTIAL INJURY WILL ACTUALLY OCCUR; AND, FOR STUDENTS WITH DISABILITIES, WHETHER REASONABLE MODIFICATIONS OF POLICIES, PRACTICES, OR PROCEDURES OR THE PROVISION OF AUXILIARY AIDS OR SERVICES WILL MITIGATE THE RISK. THE THREAT INQUIRY TEAM WILL NOT BASE A DETERMINATION OF THREAT ON GENERALIZATIONS OR STEREOTYPES. RATHER, THE THREAT INQUIRY TEAM MAKES AN INDIVIDUALIZED

## **SCHOOL BASED THREAT ASSESSMENT (CONT.)**

ASSESSMENT, BASED ON REASONABLE JUDGMENT, THAT RELIES ON BEST AVAILABLE OBJECTIVE EVIDENCE, OR CURRENT MEDICAL EVIDENCE AS APPLICABLE. THE THREAT INQUIRY TEAM WILL ONLY DETERMINE THAT A STUDENT WITH A DISABILITY IS A HOMICIDE RISK THREAT IF IT FINDS, BASED ON THESE CONSIDERATIONS, THAT THE STUDENT IS A DIRECT THREAT TO THE HEALTH OR SAFETY OF OTHERS.

5. COMMUNICATES LAWFULLY AND ETHICALLY WITH EACH OTHER, SCHOOL ADMINISTRATORS, AND OTHER SCHOOL STAFF TO SUPPORT THE SAFETY AND WELL-BEING OF THE DISTRICT'S STUDENTS, AND ITS STAFF; AND
6. TIMELY REPORTS ITS DETERMINATION TO THE SUPERINTENDENT OR DESIGNEE.

## **FOLLOW UP**

DEPENDING ON THE LEVEL OF CONCERN DETERMINED, THE THREAT INQUIRY TEAM DEVELOPS AND IMPLEMENTS INTERVENTION STRATEGIES TO MANAGE THE STUDENT'S BEHAVIOR IN WAYS THAT PROMOTE A SAFE, SUPPORTIVE TEACHING, AND LEARNING ENVIRONMENT, WITHOUT EXCLUDING THE STUDENT FROM THE SCHOOL.

IF THE THREAT INQUIRY TEAM DETERMINES THAT A STUDENT WITH A DISABILITY POSES A HOMICIDE RISK THREAT, IT WILL FULLY DOCUMENT THE BASIS FOR THAT DECISION AND PROVIDE A COPY OF THAT DOCUMENTATION TO THE STUDENT'S PARENT OR GUARDIAN AND TO DESIGNATED DISTRICT PERSONNEL (E.G. BEHAVIOR INTERVENTION PROGRAM COORDINATOR/OFFICE/STAFF).

IN CASES WHERE THE STUDENT WHOSE BEHAVIOR IS THREATENING OR POTENTIALLY THREATENING ALSO HAS A DISABILITY, THE THREAT INQUIRY TEAM ALIGNS INTERVENTION STRATEGIES WITH THE STUDENT'S IEP OR THE STUDENT'S SECTION 504 PLAN BY COORDINATING WITH THE STUDENT'S IEP TEAM OR SECTION 504 PLAN TEAM. ALTHOUGH SOME OF THE FUNCTIONS OF A SCHOOL-BASED THREAT ASSESSMENT MAY RUN PARALLEL TO THE FUNCTIONS OF A STUDENT'S IEP TEAM OR 504 PLAN TEAM, SCHOOL-BASED THREAT ASSESSMENTS REMAIN DISTINCT FROM THOSE TEAMS AND PROCESSES. THE IEP OR 504 PLAN MAY NEED TO BE AMENDED BASED ON THE INCIDENT AND RECOMMENDATIONS OF THE THREAT INQUIRY TEAM.

## **SCHOOL BASED THREAT ASSESSMENT (CONT.)**

IF THE THREAT INQUIRY TEAM DETERMINES THAT A STUDENT WITH A DISABILITY POSES A HOMICIDE RISK THREAT, THEN THE SCHOOL SITE ADMINISTRATOR WILL NOTIFY APPROPRIATE MEMBERS OF THE STUDENT'S IEP/SECTION 504 TEAM WITHIN ONE BUSINESS DAY, WHICH WILL DETERMINE WHETHER THE STUDENT NEEDS ADDITIONAL ACCOMMODATIONS, SERVICES,

SUPPORTS, MODIFICATIONS, AND/OR AIDS BY EITHER: CONVENING AN IEP OR SECTION 504 TEAM MEETING TO DISCUSS SUCH DETERMINATION; OR CONSIDERING THE DETERMINATION AT THE STUDENT'S NEXT REGULARLY SCHEDULED (E.G., ANNUAL OR TRIENNIAL) IEP OR SECTION 504 TEAM MEETING.

FOR STUDENTS NOT YET IDENTIFIED AS A STUDENT WITH DISABILITIES, HAVING BEEN ASSESSED BY THE THREAT INQUIRY TEAM MAY INITIATE THE CHILD FIND PROCESS CONSISTENT WITH BOARD POLICY 6164.4(A) – IDENTIFICATION OF INDIVIDUALS FOR SPECIAL EDUCATION.

### **DATA COLLECTION AND REVIEW**

DATA WILL BE COLLECTED AND REVIEWED TO CONSIDER FOR THE PURPOSES OF REVISING OR IMPROVING DISTRICT THREAT ASSESSMENT AND CRISIS INTERVENTION PROCEDURES AND PROTOCOL.

### **OTHER TASKS OF THE THREAT INQUIRY TEAM**

THE THREAT ASSESSMENT TEAM MAY ALSO PARTICIPATE IN OTHER TASKS THAT MANAGE OR REDUCE THREATENING OR POTENTIALLY THREATENING BEHAVIOR AND INCREASE PHYSICAL AND PSYCHOLOGICAL SAFETY. THIS MAY INCLUDE:

- PROVIDING GUIDANCE TO STUDENTS AND STAFF REGARDING RECOGNITION OF BEHAVIOR THAT MAY REPRESENT A THREAT TO STUDENTS, STAFF, SCHOOL, THE COMMUNITY, OR THE INDIVIDUAL;
- PROVIDING INFORMATIONAL RESOURCES FOR COMMUNITY SERVICES BOARDS OR HEALTH CARE PROVIDERS FOR MEDICAL EVALUATION OR TREATMENT, AS APPROPRIATE;
- ASSESSING INDIVIDUALS OTHER THAN STUDENTS WHOSE BEHAVIOR POSES A THREAT TO THE SAFETY OF STUDENTS OR STAFF AND NOTIFY THE SUPERINTENDENT OR DESIGNEE OF SUCH AN INDIVIDUAL.

**SCHOOL BASED THREAT ASSESSMENT (CONT.)**

**CROSS REFERENCES:**

(CF. 5020 - PARENT RIGHTS AND RESPONSIBILITIES)

(CF. 5145.11- QUESTIONING AND APPREHENSION BY LAW ENFORCEMENT)

(CF. 5141.52 - SUICIDE PREVENTION)

(CF. 6164.4 - IDENTIFICATION OF INDIVIDUALS FOR SPECIAL EDUCATION)

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

POLICY ADOPTED: \_\_\_\_\_

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: REVISION OF BOARD POLICY AND ADMINISTRATIVE REGULATION 6020 INSTRUCTION – PARENT INVOLVEMENT**

=====

**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 6020 Instruction – Parent Involvement are being revised to reflect requirements for parents/guardians and family members involvement in jointly developing the District’s parent involvement policy, and to include strategies for family engagement in the local control and accountability plan (LCAP).

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 6020 Instruction – Parent Involvement.

**FISCAL IMPACT**

None.

NE:LF:SA:gks

## **PARENT INVOLVEMENT**

The Board of Education recognizes that parents/guardians are their children's first and most influential teachers and that sustained parent/guardian involvement in the education of their children contributes greatly to student achievement and a positive school environment. The Superintendent or designee shall consult with staff and parents/guardians in the development of meaningful opportunities for them to be involved in District and school activities at all grade levels; advisory, decision-making, and advocacy roles; and activities to support learning at home.

(cf. 0420 - School Plans/Site Councils)  
 (cf. 1220 - Citizen Advisory Committees)  
 (cf. 1230 - School-Connected Organizations)  
 (cf. 1240 - Volunteer Assistance)  
 (cf. 1250 - Visitors/Outsiders)

Parents/guardians shall be notified of their rights to be informed about and to participate in their children's education and of the opportunities available to them to do so.

(cf. 5020 - Parent Rights and Responsibilities)  
 (cf. 5145.6 - Parental Notifications)

The District's local control and accountability plan (LCAP) shall include goals and strategies for parent/guardian involvement, including District efforts to seek parent/guardian input in District and school site decision making and to promote parent/guardian participation in programs for English learners, foster youth, students eligible for free and reduced-price meals, and students with disabilities. (Education Code 42238.02, 52060)

(cf. 0460 - Local Control and Accountability Plan)

The Superintendent or designee shall regularly evaluate and report to the Board on the effectiveness of the District's parent/guardian and family engagement efforts, including, but not limited to, input from parents/guardians and family members, and school staff on the adequacy of involvement opportunities and on barriers that may inhibit participation.

(cf. 0500 - Accountability)

### **Title I Schools**

The Superintendent or designee shall involve parents/guardians and family members in establishing district expectations and objectives from meaningful parent/guardian and family engagement in schools supported by Title I funding, developing strategies that describe how the district will carry out each activity listed in 20 USC 6318, as contained in the accompanying administrative regulation, and implementing and evaluating such programs, activities, and procedures. As appropriate, the Superintendent or designee

**PARENT INVOLVEMENT** (cont.)

shall conduct outreach to parents/guardians and family members. (Education Code 11503; 20 USC 6318)

(cf. 6171 - Title I Programs)

WHEN THE DISTRICT'S TITLE I, PART A ALLOCATION EXCEEDS THE AMOUNT SPECIFIED IN 20 USC 6318, THE BOARD SHALL RESERVE AT LEAST ONE PERCENT OF THE FUNDING TO IMPLEMENT PARENT/GUARDIAN AND FAMILY ENGAGEMENT ACTIVITIES AND SHALL DISTRIBUTE AT LEAST 90 PERCENT OF THOSE RESERVED FUNDS TO ELIGIBLE SCHOOLS, WITH PRIORITY GIVEN TO HIGH-NEED SCHOOLS AS DEFINED IN 20 USC 6631. The Superintendent or designee shall involve parents/guardians and family members of participating students in decisions regarding how the District's Title I funds will be allotted for parent/guardian and family engagement activities ~~and shall ensure that priority is given to schools in high poverty areas in accordance with law.~~ (20 USC 6318, ~~6631~~)

(cf. 3100 - Budget)

Expenditures of such funds shall be consistent with the activities specified in this policy and shall include at least one of the following: (20 USC 6318)

1. Support for schools AND NONPROFIT ORGANIZATIONS in providing professional development for District and school staff regarding parent/guardian and family engagement strategies, WHICH MAY BE PROVIDED JOINTLY TO TEACHERS, PRINCIPALS, OTHER SCHOOL LEADERS, SPECIALIZED INSTRUCTIONAL SUPPORT PERSONNEL, PARAPROFESSIONALS, EARLY CHILDHOOD EDUCATORS, AND PARENTS/GUARDIANS AND FAMILY MEMBERS
2. Support for programs that reach parents/guardians and family members at home, in the community, and at school
3. Dissemination of information on best practices focused on parent/guardian and family engagement, especially best practices for increasing the engagement of economically disadvantaged parents/guardians and family members
4. Collaboration, OR THE PROVISION OF SUBGRANTS TO SCHOOLS TO ENABLE COLLABORATION, with community-based or other organizations or employers with a record of success in improving and increasing parent and family engagement
5. Any other activities and strategies that the District determines are appropriate and consistent with this policy



**PARENT INVOLVEMENT (cont.)**

IF THE DISTRICT ALSO RECEIVES FUNDS UNDER FEDERAL TITLE IV, PART E, TO COORDINATE AND ENHANCE FAMILY ENGAGEMENT PROGRAMS, THE SUPERINTENDENT OR DESIGNEE SHALL INFORM PARENTS/GUARDIANS AND ORGANIZATIONS OF THE EXISTENCE OF TITLE IV. (20 USC 6318)

THE DISTRICT'S BOARD POLICY AND ADMINISTRATIVE REGULATION CONTAINING PARENT/GUARDIAN AND FAMILY ENGAGEMENT STRATEGIES SHALL BE INCORPORATED INTO THE DISTRICT'S LCAP IN ACCORDANCE WITH 20 USC 6312. (20 USC 6318)

The Superintendent or designee shall ensure that each school receiving Title I funds develops a school-level parent/guardian and family engagement policy in accordance with 20 USC 6318.

DISTRICT AND SCHOOL-LEVEL PARENT/GUARDIAN AND FAMILY ENGAGEMENT POLICIES AND ADMINISTRATIVE REGULATIONS SHALL BE DISTRIBUTED TO PARENTS/GUARDIANS OF STUDENTS PARTICIPATING IN TITLE I PROGRAMS AND SHALL BE AVAILABLE TO THE LOCAL COMMUNITY. PARENTS/GUARDIANS SHALL BE NOTIFIED OF THE POLICY IN AN UNDERSTANDABLE AND UNIFORM FORMAT AND, TO THE EXTENT PRACTICABLE, PROVIDED IN A LANGUAGE THE PARENTS/GUARDIANS CAN UNDERSTAND. (20 USC 6318)

(CF. 5145.6 - PARENTAL NOTIFICATIONS)

**Non-Title I Schools**

The Superintendent or designee shall develop and implement strategies applicable to each school that does not receive federal Title I funds to encourage the involvement and support of parents/guardians in the education of their children, including, but not limited to, strategies describing how the District and schools will address the purposes and goals described in Education Code 11502. (Education Code 11504)

**Legal Reference:**EDUCATION CODE

11500-11506 Programs to encourage parental involvement  
 48985 Notices in languages other than English  
 51101 Parent rights and responsibilities  
 52060-52077 Local control and accountability plan  
 54444.1-54444.2 Parent advisory councils, services to migrant children  
 56190-56194 Community advisory committee, special education  
 64001 Single plan for student achievement

LABOR CODE

230.8 Time off to visit child's school

CODE OF REGULATIONS, TITLE 5

18275 Child care and development programs, parent involvement and education

**PARENT INVOLVEMENT (cont.)**

UNITED STATES CODE, TITLE 20

6311 State plan

6312 Local educational agency plan

6314 Schoolwide programs

6318 Parent and family engagement

6631 Teacher and school leader incentive program, purposes and definitions

7241-7246 FAMILY ENGAGEMENT IN EDUCATION PROGRAMS

CODE OF FEDERAL REGULATIONS, TITLE 28

35.104 Definitions, auxiliary aids and services

35.160 Communications

Management Resources:

CALIFORNIA SCHOOL BOARDS ASSOCIATION DEPARTMENT OF EDUCATION PUBLICATIONS

Title I School-Level Parental Involvement Policy

Family Engagement Framework: A Tool for California School Districts, 2014

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Parental Involvement: Title I, Part A, Non-Regulatory Guidance, April 23, 2004

WEBSITES

CALIFORNIA SCHOOL BOARDS ASSOCIATION: [www.csba.org](http://www.csba.org)

California Department of Education, Family, School, Community Partnerships: [www.cde.ca.gov/ls/pf](http://www.cde.ca.gov/ls/pf)

California Parent Center: [www.parent.sdsu.edu](http://www.parent.sdsu.edu)

California State PTA: [www.capta.org](http://www.capta.org)

National Coalition for Parent Involvement in Education: [www.ncpie.org](http://www.ncpie.org)

National PTA: [www.pta.org](http://www.pta.org)

Parent Information and Resource Centers: [www.pirc-info.net](http://www.pirc-info.net)

Parent as Teachers National Center: [www.parentsasteachers.org](http://www.parentsasteachers.org)

U.S. Department of Education: [www.ed.gov](http://www.ed.gov)

**Chino Valley Unified School District**

Policy adopted: August 21, 1997

Revised: May 20, 2010

Revised: March 21, 2019

REVISED:

**PARENT INVOLVEMENT**

**District Strategies for Title I Schools**

To ensure that parents/guardians and family members of students participating in Title I programs are provided with opportunities to be involved in their children’s education, the District shall:

1. Involve parents/guardians and family members in the joint development of a District plan that meets the requirements of 20 USC 6312 and in the development of school support and improvement plans pursuant to 20 US 6311 (20 USC 6318)

(cf. 0460 - Local Control and Accountability Plan)  
(cf. 6171 - Title I Programs)

The Superintendent or designee may:

- a. In accordance with Education Code 52063, establish a District-level parent advisory committee and, as applicable, an English learner parent advisory committee to review and comment on the ON THE DISTRICT'S LOCAL CONTROL AND ACCOUNTABILITY (LCAP) plan in accordance with the review schedule established by the Board of Education
- b. Invite input on the plan from other District committees and school site councils.

(cf. 0420 - School Plans/Site Councils)  
(cf. 1220 - Citizen Advisory Committees)

- c. Communicate with parents/guardians through the District newsletter, website, or other methods regarding the plan and the opportunity to provide input
- d. Provide copies of working drafts of the plan to parents/guardians in an understandable and uniform format and, to the extent practicable, in a language the parents/guardians can understand
- e. Ensure that there is an opportunity at a public Board meeting for public comment on the plan prior to the Board’s approval of the plan or revisions to the plan
- f. Ensure that school-level policies on parent/guardian and family engagement address the role of school site councils and other

**PARENT INVOLVEMENT** (cont.)

parents/guardians as appropriate in the development and review of school plans

2. Provide coordination, technical assistance, and other support necessary to assist and build the capacity of Title I schools in planning and implementing effective parent/guardian and family engagement activities to improve student academic achievement and school performance, WHICH MAY INCLUDE MEANINGFUL CONSULTATION WITH EMPLOYERS, BUSINESS LEADERS, AND PHILANTHROPIC ORGANIZATIONS OR INDIVIDUALS WITH EXPERTISE IN EFFECTIVELY ENGAGING PARENTS/GUARDIANS AND FAMILY MEMBERS IN EDUCATION (20 USC 6318)

(cf. 1700 - Relations Between Private Industry and the Schools)

The Superintendent or designee MAY shall: (20 USC 6318)

- a. ASSIGN DISTRICT PERSONNEL TO SERVE AS A LIAISON TO THE SCHOOLS REGARDING TITLE I PARENT/GUARDIAN AND FAMILY ENGAGEMENT ISSUES
- b. IDENTIFY FUNDING AND OTHER RESOURCES, INCLUDING COMMUNITY RESOURCES AND SERVICES, THAT MAY BE USED TO STRENGTHEN DISTRICT AND SCHOOL PARENT/GUARDIAN AND FAMILY ENGAGEMENT PROGRAMS
- c. PROVIDE TRAINING FOR THE PRINCIPAL OR DESIGNEE OF EACH PARTICIPATING SCHOOL REGARDING TITLE I REQUIREMENTS FOR PARENT/GUARDIAN AND FAMILY ENGAGEMENT, LEADERSHIP STRATEGIES, AND COMMUNICATION SKILLS TO ASSIST IN FACILITATING THE PLANNING AND IMPLEMENTATION OF RELATED ACTIVITIES
- d. WITH THE ASSISTANCE OF PARENTS/GUARDIANS, PROVIDE INFORMATION AND TRAINING TO TEACHERS AND OTHER STAFF REGARDING EFFECTIVE PARENT/GUARDIAN INVOLVEMENT PRACTICES AND LEGAL REQUIREMENTS
- e. PROVIDE INFORMATION TO SCHOOLS ABOUT THE INDICATORS AND ASSESSMENT TOOLS THAT WILL BE USED TO MONITOR PROGRESS
- ~~a. Assist parents/guardians in understanding such topics as the challenging state academic content standards and academic achievement standards, state and local academic assessments, the requirements of~~

**PARENT INVOLVEMENT** (cont.)

~~Title I, and how to monitor a child's progress and work with educators to improve the achievement of their children~~

~~(cf. 6011—Academic Standards)-  
(cf. 6162.5—Student Assessment)  
(cf. 6162.51—State Academic Achievement Tests)~~

- ~~b. Provide parents/guardians materials and training, such as literacy training and using technology (including education about the harms of copyright piracy) as appropriate, to help them work with their children to improve their children's achievement~~
- ~~c. With the assistance of parents/guardians, educate teachers, specialized instructional support personnel, principals and other school leaders, and other staff, in the value and utility of parent/guardian contributions and in how to reach out to, communicate with, and work with parents/guardians as equal partners, implement and coordinate parent/guardian programs, and build ties between parents/guardians and the schools~~

~~(cf. 4131—Staff Development)-  
(cf. 4231—Staff Development)-  
(cf. 4331—Staff Development)~~

- ~~d. To the extent feasible and appropriate, coordinate and integrate parent/guardian involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents/guardians in fully participating in their children's education~~
- ~~e. Ensure that information related to school and parent/guardian programs, meetings, and other activities is sent to the parents/guardians of participating students in a format and, to the extent practicable, in a language the parents/guardians can understand~~
- ~~f. Provide other such reasonable support for parent/guardian involvement activities as parents/guardians may request~~
- ~~g. Inform parents/guardians and parent organizations of the existence and purpose of parent information and resource centers in the state that provide training, information, and support to parents/guardians of participating students~~

In addition, the SCHOOL PLAN Superintendent or designee MAY INCLUDE STRATEGIES TO:

**PARENT INVOLVEMENT** (cont.)

- a. Provide necessary literacy training, using Title I funds if the District has exhausted all other reasonably available sources of funding for such training
- b. Pay reasonable and necessary expenses associated with parent/guardian involvement activities, including transportation and child care costs, to enable parents/guardians to participate in school-related meetings and training sessions
- c. Train parents/guardians to enhance the involvement of other parents/guardians
- d. Arrange school meetings at a variety of times or, when parents/guardians are unable to attend such conferences, conduct in-home conferences between parents/guardians and teachers or other educators who work directly with participating students, in order to maximize parent/guardian involvement and participation
- e. Adopt and implement model approaches to improving parent/guardian involvement
- f. Establish a District-wide parent advisory council to provide advice on all matters related to parent/guardian involvement in Title I programs
- g. Develop appropriate roles for community-based organizations and businesses in parent/guardian involvement activities
- h. Make referrals to community agencies and organizations that offer literacy training, parent/guardian education programs, and/or other services that help to improve the conditions of parents/guardians and families

~~(cf. 1020 – Youth Services)~~

(CF. 1400 – RELATIONS BETWEEN OTHER GOVERNMENTAL AGENCIES AND THE SCHOOLS)

- i. Provide a master calendar of District activities and District meetings
- j. Provide information about opportunities for parent/guardian and family engagement through the District newsletter, website, or other written or electronic means
- k. Engage parent-teacher organizations to actively seek out and involve parents/guardians through regular communication updates and information sessions

**PARENT INVOLVEMENT** (cont.)

(cf. 1230 - School-Connected Organizations)

- l. To the extent practicable, provide translation services at school sites and at meetings involving parents/guardians as needed
- m. Provide training and information to members of District and school site councils and advisory committees to help them fulfill their functions
- n. Provide ongoing District-level workshops to assist school site staff, parents/guardians, and family members in planning and implementing improvement strategies, and seek their input in developing the workshops
- o. Regularly evaluate the effectiveness of staff development activities related to parent/guardian and family engagement
- p. Include expectations for parent/guardian outreach and involvement in staff job descriptions and evaluations

(cf. 4115 - Evaluation/Supervision)

(cf. 4215 - Evaluation/Supervision)

(cf. 4315 - Evaluation/Supervision)

- ~~q. Assign District personnel to serve as a liaison to the schools regarding Title I parent/guardian and family engagement issues~~
- ~~r. Provide information to schools about the indicators and assessment tools that will be used to monitor progress~~

- 3. To the extent feasible and appropriate, coordinate and integrate Title I parent/guardian and family engagement strategies with parent/guardian and family engagement strategies of other relevant federal, state, and local programs and ensure consistency with federal, state, and local laws (20 USC 6318)

The Superintendent or designee may:

- a. Identify overlapping or similar program requirements

(cf. 0430 - Comprehensive Local Plan for Special Education)

(cf. 2230 - Representative and Deliberative Groups)

(cf. 3280 - Sale or Lease of District-Owned Real Property)

(cf. 5030 - Student Wellness)

(cf. 5148 - Child Care and Development)

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6174 - Education for English Learners)

(CF. 6175 – MIGRANT EDUCATION PROGRAMS)

**PARENT INVOLVEMENT** (cont.)

(cf. 6178 - Career Technical Education)

- b. Involve District and school site representatives from other programs to assist in identifying specific population needs
  - c. Schedule joint meetings with representatives from related programs and share data and information across programs
  - d. Develop a cohesive, coordinated plan focused on student needs and shared goals
4. Conduct, with meaningful involvement of parents/guardians and family members, an annual evaluation of the content and effectiveness of the parent/guardian and family engagement policy in improving the academic quality of the schools served by Title I, including identification of: (20 USC 6318)
- a. Barriers to participation in parent/guardian and family engagement activities, with particular attention to parents/guardians who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background (20 USC 6318)
  - b. The needs of parents/guardians and family members, so they can better assist with their children's learning and engage with school personnel and teachers
  - c. Strategies to support successful school and family interactions

(cf. 0500 - Accountability)

~~Assess the District's progress in meeting annual objectives for the parent involvement program, notify parents/guardians of this review and assessment through regular school communications mechanisms, and provide a copy to parents/guardians upon their request (Education Code 11503)~~

The Superintendent or designee may:

- a. Use a variety of methods, such as focus groups, surveys, and workshops, to evaluate the satisfaction of parents/guardians and staff with the quality and frequency of District communications
- b. Gather and monitor data regarding the number of parents/guardians and family members participating in District activities and the types of activities in which they are engaged
- c. Recommend to the Board measures to evaluate the impact of the



**PARENT INVOLVEMENT** (cont.)

District's parent/guardian and family engagement efforts on student achievement.

THE SUPERINTENDENT OR DESIGNEE SHALL NOTIFY PARENTS/GUARDIANS OF THIS REVIEW AND ASSESSMENT THROUGH REGULAR SCHOOL COMMUNICATIONS MECHANISMS, AND PROVIDE A COPY TO PARENTS/GUARDIANS UPON THEIR REQUEST (EDUCATION CODE 11503)

5. Use the findings of the evaluation conducted pursuant to item #4 above to design evidence-based strategies for more effective parent/guardian and family involvement and, if necessary, to revise the parent/guardian and family engagement policy (20 USC 6318)

THE SUPERINTENDENT OR DESIGNEE MAY:

- A. ANALYZE DATA FROM THE EVALUATION TO IDENTIFY PARENT/GUARDIAN AND FAMILY ENGAGEMENT ACTIVITIES THAT HAVE BEEN SUCCESSFUL AND THOSE ACTIVITIES THAT HAVE HAD LOWER PARTICIPATION OR LESS MEANINGFUL INVOLVEMENT BY PARENTS/GUARDIANS
  - B. ANALYZE PARENT/GUARDIAN AND FAMILY PARTICIPATION TO DETERMINE THE LEVEL OF PARTICIPATION BY TRADITIONALLY UNDERREPRESENTED GROUPS
  - C. WITH THE INVOLVEMENT OF PARENTS/GUARDIANS, RECOMMEND AND DRAFT PROPOSED POLICY REVISIONS TO SUBMIT TO THE BOARD FOR CONSIDERATION
6. Involve parents/guardians in the activities of schoolS served by Title I, WHICH MAY INCLUDE ESTABLISHING A PARENT ADVISORY BOARD COMPRISED OF A SUFFICIENT NUMBER AND REPRESENTATIVE GROUP OF PARENTS/GUARDIANS OR FAMILY MEMBERS SERVED BY THE DISTRICT TO ADEQUATELY REPRESENT THE NEEDS OF THE POPULATION SERVED BY THE DISTRICT for the purposes of developing, revising, and reviewing the parent/guardian and family engagement policy (20 USC 6318)

The Superintendent or designee may:

- a. Include information about school activities in District communications to parents/guardians and family members
- b. To the extent practicable, assist schools with translation services or other

**PARENT INVOLVEMENT** (cont.)

accommodations needed to encourage participation of parents/guardians and family members

- c. Establish processes to encourage parent/guardian input regarding their expectations and concerns for their children

~~The District's Board policy and Administrative Regulation containing parent/guardian and family engagement strategies shall be incorporated into the District's Local Control and Accountability plan in accordance with 20 USC 6312 and distributed to parents/guardians of students participating in Title I programs. (20 USC 6318)~~

~~(cf. 5145.6 Parental Notifications)~~

IN ADDITION, THE DISTRICT SHALL PROMOTE THE EFFECTIVE INVOLVEMENT OF PARENTS/GUARDIANS AND SUPPORT A PARTNERSHIP AMONG THE SCHOOL, PARENTS/GUARDIANS, AND THE COMMUNITY TO IMPROVE STUDENT ACHIEVEMENT BY IMPLEMENTING THE ACTIONS SPECIFIED IN ITEM #7 OF THE SECTION "SCHOOL-LEVEL POLICIES FOR TITLE I SCHOOLS" BELOW. (20 USC 6318)

**School-Level Policies for Title I Schools**

At each school receiving Title I funds, a written policy on parent/guardian and family engagement shall be developed jointly with the parents/guardians and family members of participating students. Such policy shall describe the means by which the school will: (20 USC 6318)

1. Convene an annual meeting, at a convenient time, to which all parents/guardians of participating students shall be invited and encouraged to attend, in order to inform parents/guardians of their school's participation in Title I and to explain Title I requirements and the right of parents/guardians to be involved
2. Offer a flexible number of meetings, such as meetings in the morning or evening, for which related transportation, child care, and/or home visits may be provided as such services relate to parent/GUARDIAN involvement
3. Involve parents/guardians in an organized, ongoing, and timely way in the planning, review, and improvement of Title I programs, including the planning, review, and improvement of the school's parent/guardian and family engagement policy and, if applicable, the joint development of the plan for schoolwide programs pursuant to 20 USC 6314

The school may use an existing process for involving parents/guardians in the joint planning and design of the school's programs provided that the process

**PARENT INVOLVEMENT** (cont.)

includes adequate representation of parents/guardians of participating students.

4. Provide the parents/guardians of participating students all of the following:
  - a. Timely information about Title I programs
  - b. A description and explanation of the school's curriculum, forms of academic assessment used to measure student progress, and the achievement levels of the challenging state academic standards

(cf. 5121 - Grades/Evaluation of Student Achievement)  
 (cf. 5123 - Promotion/Acceleration/Retention)

- c. If requested by parents/guardians, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions related to their children's education, and, as soon as practicably possible, responses to the suggestions of parents/guardians
5. If the school-wide program plan is not satisfactory to the parents/guardians of participating students, submit any parent/guardian comments when the school makes the plan available to the District
6. Jointly develop with the parents/guardians of participating students a school-parent compact that outlines how parents/guardians, the entire school staff, and students will share responsibility for improved student academic achievement and the means by which the school and parents/guardians will build a partnership to help students achieve state standards

This compact shall address:

- a. The school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables participating students to achieve the state's challenging academic achievement standards
- b. Ways in which parents/guardians will be responsible for supporting their children's learning, ~~such as monitoring attendance, homework completion, and television viewing;~~ volunteering in the classroom; and participating, as appropriate, in decisions related to their children's education and the positive use of extracurricular time

(cf. 1240 - Volunteer Assistance)  
 (cf. 5020 - Parent Rights and Responsibilities)  
 (cf. 5113 - Absences and Excuses)  
 (cf. 6145 - Extracurricular/Cocurricular Activities)

**PARENT INVOLVEMENT** (cont.)

(cf. 6154 - Homework/Makeup Work)

- c. The importance of communication between teachers and parents/guardians on an ongoing basis through, at a minimum:
  - 1. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as it relates to the student's achievement
  - 2. Frequent reports to parents/guardians on their children's progress
  - 3. Reasonable access to staff, opportunities to volunteer and participate in their child's classroom, and observation of classroom activities
  - 4. REGULAR TWO-WAY, MEANINGFUL COMMUNICATION BETWEEN FAMILY MEMBERS AND SCHOOL STAFF, AND, TO THE EXTENT PRACTICABLE, IN A LANGUAGE THAT FAMILY MEMBERS CAN UNDERSTAND
  
- 7. PROMOTE THE EFFECTIVE INVOLVEMENT OF PARENTS/GUARDIANS AND SUPPORT A PARTNERSHIP AMONG THE SCHOOL, PARENTS/GUARDIANS, AND THE COMMUNITY TO IMPROVE STUDENT ACHIEVEMENT THROUGH THE FOLLOWING ACTIONS: ~~Build the capacity of the school and parents/guardians for strong parent involvement by implementing the activities described in item 2 in the section "District Strategies for Title I Schools" above~~
  - a. ASSIST PARENTS/GUARDIANS IN UNDERSTANDING SUCH TOPICS AS THE STATE ACADEMIC CONTENT STANDARDS, STATE AND LOCAL ACADEMIC ASSESSMENTS, THE REQUIREMENTS OF TITLE I, AND HOW TO MONITOR A CHILD'S PROGRESS AND WORK WITH EDUCATORS TO IMPROVE THE ACHIEVEMENT OF THEIR CHILDREN
 

(CF. 6011 - ACADEMIC STANDARDS)  
 (CF. 6162.5 - STUDENT ASSESSMENT)  
 (CF. 6162.51 - STATE ACADEMIC ACHIEVEMENT TESTS)
  
  - b. PROVIDE PARENTS/GUARDIANS MATERIALS AND TRAINING, SUCH AS LITERACY TRAINING AND USING TECHNOLOGY (INCLUDING EDUCATION ABOUT THE HARMS OF COPYRIGHT PIRACY) AS APPROPRIATE, TO HELP THEM WORK WITH THEIR CHILDREN TO IMPROVE THEIR CHILDREN'S ACHIEVEMENT

**PARENT INVOLVEMENT** (cont.)

- c. WITH THE ASSISTANCE OF PARENTS/GUARDIANS, EDUCATE TEACHERS, SPECIALIZED INSTRUCTIONAL SUPPORT PERSONNEL, PRINCIPALS AND OTHER SCHOOL LEADERS, AND OTHER STAFF, IN THE VALUE AND UTILITY OF PARENT/GUARDIAN CONTRIBUTIONS AND IN HOW TO REACH OUT TO, COMMUNICATE WITH, AND WORK WITH PARENTS/GUARDIANS AS EQUAL PARTNERS, IMPLEMENT AND COORDINATE PARENT/GUARDIAN PROGRAMS, AND BUILD TIES BETWEEN PARENTS/GUARDIANS AND THE SCHOOLS

(CF. 4131 - STAFF DEVELOPMENT)

(CF. 4231 - STAFF DEVELOPMENT)

(CF. 4331 - STAFF DEVELOPMENT)

- d. TO THE EXTENT FEASIBLE AND APPROPRIATE, COORDINATE AND INTEGRATE PARENT/GUARDIAN INVOLVEMENT PROGRAMS AND ACTIVITIES WITH OTHER FEDERAL, STATE, AND LOCAL PROGRAMS, INCLUDING PUBLIC PRESCHOOL PROGRAMS, AND CONDUCT OTHER ACTIVITIES, SUCH AS PARENT RESOURCE CENTERS, THAT ENCOURAGE AND SUPPORT PARENTS/GUARDIANS IN FULLY PARTICIPATING IN THEIR CHILDREN'S EDUCATION
  - e. ENSURE THAT INFORMATION RELATED TO SCHOOL AND PARENT/GUARDIAN PROGRAMS, MEETINGS, AND OTHER ACTIVITIES IS SENT TO THE PARENTS/GUARDIANS OF PARTICIPATING STUDENTS IN A FORMAT AND, TO THE EXTENT PRACTICABLE, IN A LANGUAGE THE PARENTS/GUARDIANS CAN UNDERSTAND
  - f. PROVIDE OTHER SUCH REASONABLE SUPPORT FOR PARENT/GUARDIAN INVOLVEMENT ACTIVITIES AS PARENTS/GUARDIANS MAY REQUEST
8. To the extent practicable, provide opportunities for the informed participation of parents/guardians and family members with limited English proficiency, parents/guardians with disabilities, and parents/guardians of migrant children, including providing information and school reports required under 20 USC 6311 (h) in a format and language such parents/guardians can understand

If the school has a parent involvement policy that applies to all parents/guardians, it may amend that policy to meet the above requirements. (20 USC 6318)

Each school's parent/guardian and family involvement policy shall be made available to the local community. and distributed to parents/guardians in an understandable and

**PARENT INVOLVEMENT** (cont.)

uniform format and, to the extent practicable, provided in a language the parents/guardians can understand. (20 USC 6318)

Each school receiving Title I funds shall annually evaluate the effectiveness of its parent/guardian and family engagement policy. Such evaluation may be conducted during the process of reviewing the school's single plan for student achievement in accordance with Education Code 64001.

The school's policy shall be periodically updated to meet the changing needs of parents/guardians and the school. (20 USC 6318)

**District Strategies for Non-Title I Schools**

For each school that does not receive federal Title I funds, the Superintendent or designees shall, at a minimum:

1. Engage parents/guardians positively in their children's education by helping them develop skills to use at home that support their children's academic efforts at school and their children's development as responsible members of society (Education Code 11502, 11304)

The Superintendent or designee may:

- a. Provide or make referrals to literacy training and/or parent education programs designed to improve the skills of parents/guardians and enhance their ability to support their children's education
  - b. Provide information, in parent handbooks and through other appropriate means, regarding academic expectations and resources to assist with the subject matter
  - c. Provide parents/guardians with information about students' class assignments and homework assignments
2. Inform parents/guardians that they can directly affect the success of their children's learning, by providing them with techniques and strategies that they may use to improve their children's academic success and to assist their children in learning at home (Education Code 11502, 11504)

The Superintendent or designee may:

- a. Provide parents/guardians with information regarding ways to create an

**PARENT INVOLVEMENT** (cont.)

- effective study environment at home and to encourage good study habits
  - b. Encourage parents/guardians to monitor their children's school attendance, homework completion, and television viewing
  - c. Encourage parents/guardians to volunteer in their child's classroom and to participate in school advisory committees
3. Build consistent and effective communication between the home and school so that parents/guardians may know when and how to assist their children in support of classroom learning activities (Education Code 11502, 11504)

The Superintendent or designee may:

- a. Ensure that teachers provide frequent reports to parents/guardians on their children's progress and hold parent-teacher conferences at least once per year with parents/guardians of elementary school students
  - b. Provide opportunities for parents/guardians to observe classroom activities and to volunteer in their child's classroom
  - c. Provide information about parent/guardian and family engagement opportunities through District, school, and/or class newsletters, the District's website, and other written or electronic communications
  - d. To the extent practicable, provide notices and information to parents/guardians in a format and language they can understand
  - e. Develop mechanisms to encourage parent/guardian input on District and school issues
  - f. Identify barriers to parent/guardian and family participation in school activities, including parents/guardians and family members who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background
  - g. Encourage greater parent/guardian participation by adjusting meeting schedules to accommodate parent/guardian needs and, to the extent practicable, by providing translation or interpreter services, transportation, and/or child care
4. Train teacherS and administrators to communicate effectively with parents/guardians (Education Code 11502, 11504)

**PARENT INVOLVEMENT** (cont.)

The Superintendent or designee may:

- a. Provide staff development to assist staff in strengthening two-way communications with parents/guardians, including parents/guardians who have limited English proficiency or limited literacy
  - b. Invite input from parents/guardians regarding the content of staff development activities pertaining to home-school communications
5. Integrate parent/guardian and family engagement programs into school plans for academic accountability

The Superintendent or designee may:

- a. Include parent/guardian and family engagement strategies in school reform or school improvement initiatives
- b. Involve parents/guardians and family members in school planning processes

**Chino Valley Unified School District**

Regulation Approved: August 21, 1997

Revised: May 6, 2010

Revised: March 7, 2019

REVISED:



**Chino Valley Unified School District**

**Our Motto:**

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

**DATE:** July 21, 2022  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support  
Stacy Ayers-Escarcega, Ed.D., Director, Access & Equity  
**SUBJECT: REVISION OF BOARD POLICY AND ADMINISTRATIVE REGULATION 6174 INSTRUCTION – EDUCATION FOR ENGLISH LEARNERS**

=====

**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 Policy and Administrative Regulation 6174 Instruction – Education for English Learners are being revised to reflect new law (Assembly Bill (AB) 2735, 2018) which prohibits districts from denying English learners the opportunity to enroll in core curricular courses or courses needed for middle school promotion, high school graduation, or college admission. Policy also adds requirement to annually designate a district and site coordinator to oversee administration of the English Language Proficiency Assessments for California (ELPAC). Regulation reflects new state regulation (Register 2019, No. 1) which establishes a timeframe for notifying parents/guardians of their child’s ELPAC test results when the results are received from the test contractor after the last day of instruction for the school year.

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 6174 Instruction – Education for English Learners.

**FISCAL IMPACT**

None.

NE:LF:SA:gks

**EDUCATION FOR ENGLISH LEARNERS**

The Board of Education intends to provide English learners with challenging curriculum and instruction that maximize the attainment of high levels of proficiency in English, advance multilingual capabilities, and facilitate student achievement in the District's regular course of study.

The District shall identify in its Local Control and Accountability Plan (LCAP) goals and specific actions and services to enhance student engagement, academic achievement, and other outcomes for English learners.

(cf. 0460 - Local Control and Accountability Plan)  
(cf. 3100 - Budget)

The Superintendent or designee shall encourage parent/guardian and community involvement in the development and evaluation of programs for English learners. THE SUPERINTENDENT OR DESIGNEE MAY ALSO PROVIDE AN ENGLISH DEVELOPMENT LITERACY TRAINING PROGRAM FOR PARENTS/GUARDIANS AND COMMUNITY MEMBERS SO THAT THEY MAY BETTER SUPPORT STUDENTS' ENGLISH LANGUAGE DEVELOPMENT.

(cf. 0420 - School Plans/Site Councils)  
(cf. 1220 - Citizen Advisory Committees)  
(cf. 6020 - Parent Involvement)

English learners shall be provided differentiated English language development instruction, which is targeted to their English proficiency level, ~~integrated across all subject areas, and aligned with state content standards.~~ The District's program SUCH INSTRUCTION shall be based on sound instructional theory, BE ALIGNED WITH STATE CONTENT STANDARDS, ~~use standards-aligned instructional materials,~~ emphasize inquiry-based learning and critical thinking skills, ~~and provide students with access to the full educational program.,~~ AND BE INTEGRATED ACROSS ALL SUBJECT AREAS.

(cf. 6011 - Academic Standards)  
(cf. 6141 - Curriculum Development and Evaluation)  
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)  
(cf. 6161.11 - Supplementary Instructional Materials)  
(cf. 6171 - Title I Programs)

NO JUNIOR HIGH OR HIGH SCHOOL STUDENT WHO IS AN ENGLISH LEARNER SHALL BE DENIED ENROLLMENT IN ANY OF THE FOLLOWING: (EDUCATION CODE 60811.8)

1. COURSES IN THE CORE CURRICULUM AREAS OF READING/LANGUAGE ARTS, MATHEMATICS, SCIENCE, AND HISTORY-SOCIAL SCIENCE, COURSES REQUIRED TO MEET STATE AND LOCAL HIGH SCHOOL GRADUATION REQUIREMENTS, OR COURSES REQUIRED FOR JUNIOR

**EDUCATION FOR ENGLISH LEARNERS (cont.)****HIGH SCHOOL GRADE PROMOTION**

HOWEVER, AN ENGLISH LEARNER MAY BE DENIED PARTICIPATION IN ANY SUCH COURSE IF THE STUDENT HAS BEEN ENROLLED IN A SCHOOL IN THE UNITED STATES FOR LESS THAN 12 MONTHS OR IS ENROLLED IN A PROGRAM DESIGNED TO DEVELOP THE BASIC ENGLISH SKILLS OF NEWLY ARRIVED IMMIGRANT STUDENTS, AND THE COURSE OF STUDY PROVIDED TO THE STUDENT IS DESIGNED TO REMEDY ACADEMIC DEFICITS INCURRED DURING PARTICIPATION AND TO ENABLE THE STUDENT TO ATTAIN PARITY OF PARTICIPATION IN THE STANDARD INSTRUCTIONAL PROGRAM WITHIN A REASONABLE LENGTH OF TIME AFTER THE STUDENT ENTERS THE SCHOOL SYSTEM.

2. A FULL COURSE LOAD OF COURSES SPECIFIED IN ITEM #1 ABOVE
3. OTHER COURSES THAT MEET THE "A-G" COURSE REQUIREMENTS FOR COLLEGE ADMISSION OR ARE ADVANCED COURSES SUCH AS HONORS OR ADVANCED PLACEMENT COURSES, ON THE SOLE BASIS OF THE STUDENT'S CLASSIFICATION AS AN ENGLISH LEARNER

(CF. 0415 - EQUITY)

(CF. 6141.4 - INTERNATIONAL BACCALAUREATE PROGRAM)

(CF. 6141.5 – ADVANCED PLACEMENT)

**STAFF QUALIFICATIONS AND TRAINING**

The Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher Credentialing.

(cf. 4112.22 - Staff Teaching English Language Learners)

The District shall provide effective professional development to teachers (INCLUDING TEACHERS IN CLASSROOM SETTINGS THAT ARE NOT THE SETTINGS OF LANGUAGE INSTRUCTION EDUCATIONAL PROGRAMS), administrators, and other school personnel to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English learners. Such professional development shall be of sufficient intensity and duration to produce a positive and lasting impact on teachers' performance in the classroom. (20 USC 6825)

(cf. 4131/4231/4331 - Staff Development)

STAFF DEVELOPMENT SHALL ALSO ADDRESS THE SOCIOCULTURAL NEEDS OF ENGLISH LEARNERS AND PROVIDE OPPORTUNITIES FOR TEACHERS TO ENGAGE IN SUPPORTIVE, COLLABORATIVE LEARNING COMMUNITIES.

## **EDUCATION FOR ENGLISH LEARNERS (cont.)**

~~To support students' English language development, the Superintendent or designee may provide an adult literacy training program that leads to English fluency for parents/guardians and community members.~~

### **Identification and Assessment**

The Superintendent or designee shall maintain procedures for the early identification of English learners and an assessment of their proficiency USING THE STATE'S ENGLISH LANGUAGE PROFICIENCY ASSESSMENTS FOR CALIFORNIA (ELPAC) ~~and needs in the areas of listening, speaking, reading, and writing in English.~~ TO OVERSEE THE TEST ADMINISTRATION, THE SUPERINTENDENT OR DESIGNEES SHALL ANNUALLY DESIGNATE A DISTRICT ELPAC COORDINATOR AND A SITE COORDINATOR FOR EACH TEST SITE IN ACCORDANCE WITH 5 CCR 11518.40-11518.45.

Once identified as an English learner, a student shall be annually assessed for language proficiency until ~~he/she~~ THE STUDENT is reclassified based on criteria specified in the accompanying administrative regulation.

IN ADDITION, English learners' academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with testing variations in accordance with 5 CCR 854.1 and 854.3. English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603, 60640; 5 CCR 854.1-854.3)

(cf. 6162.51 - State Academic Achievement Tests)

Formative assessments may be utilized to analyze student performance and appropriately adapt teaching methodologies and instructions.

(cf. 6162.5 - Student Assessment)

### **Language Acquisition Programs**

The District shall offer research-based language acquisition programs that are designed to ensure English acquisition as rapidly and as effectively as possible and that provide instruction to students on the state-adopted academic content standards, including the English language development standards. (Education Code 306; 5 CCR 11300)

At a minimum, the District shall offer a structured English immersion program which includes designated and integrated English language development. In the structured English immersion program, nearly all of the classroom instruction shall be provided in English, but with the curriculum and presentation designed for students who are learning English. (Education Code 305-306; 5 CCR 11309).

**EDUCATION FOR ENGLISH LEARNERS (cont.)**

For the purpose of determining the amount of instruction to be conducted in English in the structured English immersion program, “nearly all” means that all classroom instruction shall be conducted in English except for clarification, explanation, and support as needed.

In addition, language acquisition programs offered by the District may include, but is not limited to offering a dual-language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding. (Education Code 305-306)

(cf. 6142.2 - World/Foreign Language Instruction)

THE DISTRICT'S LANGUAGE ACQUISITION PROGRAMS FOR GRADES K-3 SHALL COMPLY WITH CLASS SIZE REQUIREMENTS SPECIFIED IN EDUCATION CODE 42238.02. (EDUCATION CODE 310)

(CF. 6151 - CLASS SIZE)

In establishing the District's language acquisition programs, the Superintendent or designee shall consult with parents/guardians and the community during the LCAP development process. ~~He/she~~ THE SUPERINTENDENT OR DESIGNEE shall also consult with administrators, teachers, and other personnel with appropriate authorizations and experience in establishing a language acquisition program. (Education Code 305)

At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the types of language acquisition programs available to students enrolled in the District, including, but not limited to, a description of each program, the process to be followed in making a program selection, identification of any language to be taught in addition to English when the program includes instruction in another language, and the process to request establishment of a language acquisition program. (Education Code 310; 5 CCR 11310)

(cf. 5145.6 - Parental Notifications)

WHENEVER A STUDENT IS IDENTIFIED AS AN ENGLISH LEARNER BASED ON THE RESULTS OF THE ELPAC, THE STUDENT'S PARENTS/GUARDIANS MAY CHOOSE A LANGUAGE ACQUISITION PROGRAM THAT BEST SUITS THEIR CHILD. TO THE EXTENT POSSIBLE, ANY LANGUAGE ACQUISITION PROGRAM REQUESTED BY THE PARENTS/GUARDIANS OF 30 OR MORE STUDENTS AT THE SCHOOL OR BY THE PARENTS/GUARDIANS OF 20 OR MORE STUDENTS AT ANY GRADE LEVEL SHALL BE OFFERED BY THE SCHOOL. (EDUCATION CODE 310; 5 CCR 11311)

**EDUCATION FOR ENGLISH LEARNERS (cont.)****Reclassification**

When an English learner is determined based on state and District reclassification criteria to have acquired a reasonable level of English proficiency pursuant to Education Code 313 and 52164.6, or upon request by the student's parent/guardian, the student shall be transferred from a language acquisition program into an English language mainstream classroom.

The following measures shall be used to determine whether an English learner shall be reclassified as fluent English proficient: (Education Code 313; 5 CCR 11303)

1. Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the state's English language proficiency assessment
2. Participation of the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student
3. Parent/guardian opinion and consultation

The Superintendent or designee shall provide the parents/guardians with notice and a description of the reclassification process and of his/her opportunity to participate in the process and shall encourage his/her involvement in the process.

4. Student performance on an objective assessment of basic skills in English that shows whether the student is performing at or near grade level.

The Superintendent or designee shall monitor the progress of reclassified students to ensure their correct classification and placement. (5 CCR 11304)

The Superintendent or designee shall monitor students for at least four years following their reclassification to determine whether the student needs any additional academic support to ensure his/her language and academic success.

**Program Evaluation**

To evaluate the effectiveness of the District's educational program for English learners, the Superintendent or designee shall report to the Board, at least annually, regarding:

1. Progress of English learners towards proficiency in English
2. The number and percentage of English learners reclassified as fluent English proficient

**EDUCATION FOR ENGLISH LEARNERS (cont.)**

3. The number and percentage of English learners who are or at risk of being classified as long-term English learners, in accordance with Education Code 313.1
4. The achievement of English learners on standards-based tests in core curricular areas
5. Any language acquisition program that includes instruction in a language other than English, student achievement in the non-English language IN ACCORDANCE WITH 5 CCR 11309
6. Progress toward any other goals for English learners identified in the District's LCAP
7. A comparison of current data with data from at least the previous year IN REGARD TO ITEMS #1-6 ABOVE
8. A COMPARISON OF DATA BETWEEN THE DIFFERENT LANGUAGE ACQUISITION PROGRAMS OFFERED BY THE DISTRICT

The Superintendent or designee also shall provide the Board with regular reports from any District or school-wide English learner advisory committees.

**Legal Reference:**EDUCATION CODE

300-340 English language education, especially:

305-310 Language acquisition programs

313-313.5 Assessment of English proficiency

430-446 English Learner and Immigrant Pupil Federal Conformity Act

33050 State Board of Education waiver authority

42238.02-42238.03 Local control funding formula

44253.1-44253.11 Qualifications for teaching English learners

48980 Parental notifications

48985 Notices to parents in language other than English

52052 Academic Performance Index; numerically significant student subgroups

52060-52077 Local control and accountability plan

52160-52178 Bilingual Bicultural Act

56305 CDE manual on English learners with disabilities

60603 Definition, recently arrived English learner

60640 California Assessment of Student Performance and Progress

~~60810~~ 60811-60812 Assessment of language development

62005.5 Continuation of advisory committee after program sunsets

CODE OF REGULATIONS, TITLE 5

854.1-854.3 CAASPP and universal tools, designated supports, and accommodations

854.9 CAASPP and unlisted resources for students with disabilities

11300-11316 English learner education

~~11510-11517.5 California English Language Development Test~~

11517.6-11519.5 English Language Proficiency Assessments for California

UNITED STATES CODE, TITLE 20

1412 Individuals with Disabilities Education Act; state eligibility

**EDUCATION FOR ENGLISH LEARNERS (cont.)**

1701-1705 Equal Educational Opportunities Act

6311 Title I state plan

6312 Local education agency plans

6801-7014 Title III, Language instruction for limited English proficient and immigrant students

7801 Definitions

CODE OF FEDERAL REGULATIONS, TITLE 34

100.3 Discrimination prohibited

200.16 Assessment of English learners

COURT DECISIONS

Valeria O. v. Davis, (2002) 307 F.3d 1036

California Teachers Association v. State Board of Education et al., (9th Circuit, 2001) 271 F.3d 1141

McLaughlin v. State Board of Education, (1999) 75 Cal.App.4th 196

Teresa P. et al v. Berkeley Unified School District et al, (1989) 724 F.Supp. 698

ATTORNEY GENERAL OPINIONS

83 Ops.Cal.Atty.Gen. 40 (2000)

**Management Resources:**CALIFORNIA SCHOOL BOARDS ASSOCIATE PUBLICATIONS

English Learners in Focus: The English Learner Roadmap: Providing Direction for English Learner Success, Governance Brief, February 2018

~~English Learners in Focus: The English Learner Roadmap: Providing Direction for English Learner Success, Governance Brief, February 2018~~

English Learners in Focus, Issue 4: Expanding Bilingual Education in California after Proposition 58, Governance Brief, March 2017

English Learners in Focus, Issue 1: Updated Demographic and Achievement Profile of California's English Learners, Governance Brief, rev. September 2016

English Learners in Focus, Issue 3: Ensuring High-Quality Staff for English Learners, Governance Brief, July 2016

English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Programs, Governance Brief, September 2014

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

CALIFORNIA PRACTITIONERS' GUIDE FOR EDUCATING ENGLISH LEARNERS WITH DISABILITIES, 2019

California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs and Practices for English Learners, 2018

Matrix One: Universal Tools, Designated Supports, and Accommodations for the California Assessment of Student Performance and Progress for 2017-18, rev. August 2017

Reclassification Guidance for 2017-18, CDE Correspondence, April 28, 2017

Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning, December 2015

Next Generation Science Standards for California Public Schools, Kindergarten through Grade Twelve, rev. March 2015

English Language Arts/English Language Development Framework for California Public Schools: Transitional Kindergarten Through Grade Twelve, 2014

Common Core State Standards for Mathematics, rev. 2013

English Language Development Standards for California Public Schools: Kindergarten Through Grade Twelve, 2012

THE EDUCATION TRUST- WEST PUBLICATIONS

Unlocking Learning II: Math as a Lever for English Learner Equity, March 2018  
Unlocking Learning: Science as a Lever for English Learner Equity, January 2017

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Accountability for English Learners Under the ESEA, Non-Regulatory Guidance, January 2017  
Innovative Solutions for Including Recently Arrived English Learners in State Accountability Systems: A Guide for States, January 2017



**EDUCATION FOR ENGLISH LEARNERS (cont.)**

English Learner Tool Kit for State and Local Educational Agencies (SEAs and LEAs), rev. November 2016  
English Learners and Title III of the Elementary and Secondary Education Act (ESEA), as Amended by  
the Every Student Succeeds Act (ESSA), Non-Regulatory Guidance, September 23, 2016

Dear Colleague Letter: English Learner Students and Limited English Proficient Parents, January 7, 2015

WEBSITES

California Association for Bilingual Education: [www.gocabe.org](http://www.gocabe.org)

California Department of Education: [www.cde.ca.gov/sp/el](http://www.cde.ca.gov/sp/el)

National Clearinghouse for English Language Acquisition: [www.ncela.us](http://www.ncela.us)

The Education Trust-West: [www.west.edtrust.org](http://www.west.edtrust.org)

U.S. Department of Education: [www.ed.gov](http://www.ed.gov)

**Chino Valley Unified School District**

Policy Adopted: August 21, 1997

Revised: February 22, 2001

Revised: September 4, 2003

Revised: June 18, 2009

Revised: March 21, 2013

Revised: March 3, 2016

Revised: September 7, 2017

Revised: May 2, 2019

REVISED:

## **EDUCATION FOR ENGLISH LEARNERS**

### **Definitions**

English learner means a student who is age 3-21 years, who is enrolled or is preparing to enroll in an elementary or secondary school, and whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the student the ability to meet state academic standards, the ability to successfully achieve in classrooms where the language of instruction is English, or the opportunity to participate fully in society. An English learner may include a student who was not born in the United States or whose native language is a language other than English; a student who is Native American or Alaska Native, or a native resident of the outlying areas, who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or a student who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant. (Education Code 306; 20 USC 7801)

Designated English language development means instruction provided during a time set aside in the regular school day for focused instruction on the state-adopted English language development standards to assist English learners to develop critical English language skills necessary for academic content learning in English. (5 CCR 11300)

Integrated English language development means instruction in which the state-adopted English language development standards are used in tandem with the state-adopted academic content standards. Integrated English language development includes specially designed academic instruction in English. (5 CCR 11300)

Native speaker of English means a student who has learned and used English in his/her home from early childhood and English has been his/her primary means of concept formation and communication. (Education Code 306)

### **Identification and Assessments**

Upon enrollment in the District, each student's primary language shall be determined through use of a home language survey. (Education Code 52164.1; 5 CCR 11307, 11518.5)

Any student who is identified as having a primary language other than English as determined by the home language survey, and who has not been previously identified as an English learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be initially assessed for English proficiency using the state's English Language Proficiency Assessments for California (ELPAC). PRIOR TO ADMINISTERING THE ELPAC, THE

**EDUCATION FOR ENGLISH LEARNERS (cont.)**

SUPERINTENDENT OR DESIGNEE SHALL NOTIFY THE STUDENT'S PARENT/GUARDIAN IN WRITING THAT THE STUDENT WILL BE ADMINISTERED THE INITIAL ELPAC. (Education Code 313, 52164.1; 5 CCR 44544 11518.5)

~~Each year after a student is identified as an English learner and until he/she is redesignated as English proficient, the summative assessment shall be administered to the student during a four-month period after January 1 as determined by the California Department of Education. (Education Code 313)~~

~~ADMINISTRATION OF THE ELPAC, The state assessment shall be administered in accordance with test publisher instructions and 5 CCR 11518.5-11518.20. INCLUDING THE USE OF Variations and accommodations in test administration WHEN AUTHORIZED, SHALL BE CONDUCTED IN ACCORDANCE WITH TEST PUBLISHER INSTRUCTIONS AND 5 CCR 11518.5-11518.35. may be provided to English learners pursuant to 5 CCR 11516-11516.7.~~

~~Any student with a disability who is identified as an English learner shall be allowed to take the assessment with those accommodations for testing that the student has regularly used during instruction and classroom assessment as delineated in the student's Individualized Education Program (IEP) or Section 504 plan. If a student is unable to participate in the assessment or a portion of the assessment even with such accommodations, an alternate assessment for English language proficiency shall be administered to the student as set forth in his/her IEP. (5 CCR 11518.25-11518.35; 20 USC 1412)~~

(cf. 6159 - Individualized Education Program)  
 (cf. 6162.51 - State Academic Achievement Tests)  
 (cf. 6164.6 - Identification and Education under Section 504)

BASED ON THE INITIAL ASSESSMENT, THE STUDENT SHALL BE CLASSIFIED EITHER AS INITIALLY FLUENT IN ENGLISH PROFICIENT OR AS AN ENGLISH LEARNER. THE SUPERINTENDENT OR DESIGNEE SHALL NOTIFY THE STUDENT'S PARENT/GUARDIAN, IN WRITING, OF THE RESULTS OF THE ELPAC INITIAL ASSESSMENT WITHIN 30 CALENDAR DAYS AFTER THE STUDENT'S DATE OF INITIAL ENROLLMENT, OR, IF ADMINISTERED PRIOR TO THE STUDENT'S INITIAL DATE OF ENROLLMENT, UP TO 60 CALENDAR DAYS PRIOR TO SUCH ENROLLMENT, BUT NOT BEFORE JULY 1 OF THE SCHOOL YEAR OF THE STUDENT'S INITIAL ENROLLMENT. THE NOTICE SHALL INDICATE WHETHER THE STUDENT MET THE ELPAC INITIAL ASSESSMENT CRITERION FOR PROFICIENCY AND INCLUDE THE DISTRICT'S CONTACT INFORMATION FOR USE IF THE PARENT/GUARDIAN HAS QUESTIONS OR CONCERNS REGARDING THE STUDENT'S CLASSIFICATION. (5 CCR 11518.5)

EACH YEAR AFTER A STUDENT IS IDENTIFIED AS AN ENGLISH LEARNER AND

**EDUCATION FOR ENGLISH LEARNERS (cont.)**

UNTIL THE STUDENT IS REDESIGNATED AS ENGLISH PROFICIENT, THE SUMMATIVE ASSESSMENT OF THE ELPAC SHALL BE ADMINISTERED TO THE STUDENT DURING A FOUR-MONTH PERIOD AFTER JANUARY 1 AS DETERMINED BY THE CALIFORNIA DEPARTMENT OF EDUCATION. (EDUCATION CODE 313)

**Parental Notifications**

The Superintendent or designee shall notify parents/guardians of their child's results on the SUMMATIVE ASSESSMENT OF THE ELPAC within 30 calendar days following receipt of the results from the test contractor OR, IF THE RESULTS ARE RECEIVED FROM THE TEST CONTRACTOR AFTER THE LAST DAY OF INSTRUCTION FOR THE SCHOOL YEAR, WITHIN 15 WORKING DAYS OF THE START OF THE NEXT SCHOOL YEAR. (Education Code 52164.1; 5 CCR 44544.5 11518.15)

(cf. 5145.6 - Parental Notifications)

The parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by Federal Title I or Title III funds shall receive notification of the assessment of his/her child's English proficiency. Such notice shall be provided not later than 30 calendar days after the beginning of the school year or, if the student is identified for program participation during the school year, within two weeks of the student's placement in the program. The notice shall include all of the following: (Education Code 313.2, 440; 20 USC 6312)

1. The reason for the identification of the student as an English learner and the need for placement in a language acquisition program
2. The level of English proficiency, how the level was assessed, and the status of the student's academic achievement
- ~~3. Placement notification: At the beginning of each school year, parents/guardians shall be informed of the placement of their child in a structured language acquisition program and shall be notified of an opportunity to apply for a parental exception waiver. (Education Code 310; 5 CCR 11309)~~
3. A description of the language acquisition program in which the student is, or will be, participating including all of the following:
  - a. The methods of instruction used in the program and in other available programs, including how such programs differ in content, instructional goals, and the use of English and native language in instruction
  - b. The manner in which the program will meet the educational strengths and needs of the student

**EDUCATION FOR ENGLISH LEARNERS (cont.)**

- c. The manner in which the program will help the student develop his/her English proficiency and meet age-appropriate academic standards for grade promotion and graduation
  - d. The specific exit requirements for the program, the expected rate of transition from the program into classes not tailored for English learners, and the expected rate of graduation from secondary school if applicable
  - e. ~~Where~~ WHEN the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP
4. AS APPLICABLE, THE IDENTIFICATION OF A STUDENT AS A LONG-TERM ENGLISH LEARNER OR AT RISK OF BECOMING A LONG-TERM ENGLISH LEARNER, AS DEFINED IN EDUCATION CODE 313.1, AND THE MANNER IN WHICH THE PROGRAM FOR ENGLISH LANGUAGE DEVELOPMENT INSTRUCTION WILL MEET THE EDUCATIONAL STRENGTHS AND NEEDS OF SUCH STUDENTS AND HELP SUCH STUDENTS DEVELOP ENGLISH PROFICIENCY AND MEET AGE-APPROPRIATE ACADEMIC STANDARDS
  5. Information about the parent/guardian's right to have the student removed from a program upon the parent/guardian's request
  6. Information regarding a parent/guardian's option to decline to enroll the student in the program or to choose another program or method of instruction, if available
  7. Information designed to assist a parent/guardian in selecting among available programs, if more than one program is offered

**Parental Exception Waivers**

~~A parent/guardian may, by personally visiting the school, request that the District waive the requirements pertaining to the placement of his/her child in a structured English immersion program if one of the following circumstances exists: (Education Code 310-311)AR 6174(d)~~

- ~~1. The student already possesses sufficient English language skills, as measured by standardized tests of English vocabulary comprehension, reading, and writing, in which the student scores at or above the state average for his/her grade level or at or above the fifth grade average, whichever is lower.~~
- ~~2. The student is age 10 years or older, and it is the informed belief of the principal and educational staff that an alternate course of study would be better suited to the student's rapid acquisition of basic English skills.~~

**EDUCATION FOR ENGLISH LEARNERS (cont.)**

3. ~~The student already has been placed, for a period of not less than 30 calendar days during that school year, in an English language classroom and it is subsequently the informed belief of the principal and educational staff that the student has special physical, emotional, psychological, or educational needs and that an alternate course of educational study would be better suited to the student's overall educational development.~~

~~Upon request for a waiver, the Superintendent or designee shall provide to the parents/guardians with a full written description and, upon request, a spoken description of the intent and content of the structured English immersion program, any alternative courses of study, all educational opportunities offered by the District and available to the students, and the educational materials to be used in the different educational program choices. For a request for waiver pursuant to item #3 above, the Superintendent or designee shall notify the parent/guardian that the student must be placed for a period of not less than 30 calendar days in an English language classroom and that the waiver must be approved by the Superintendent pursuant to any guidelines established by the Board. (Education Code 310, 311; 5 CCR 11309)~~

~~The principal and educational staff may recommend a waiver to a parent/guardian pursuant to item #2 or #3 above. Parents/guardians shall be informed in writing of any recommendation for an alternative program made by the principal and staff and shall be given notice of their right to refuse to accept the recommendation. The notice shall include a full description of the recommended alternative program and the educational materials to be used for the alternative program as well as a description of all other programs available to the student. If the parent/guardian elects to request the alternative program recommended by the principal and educational staff, the parent/guardian shall comply with District procedures and requirements otherwise applicable to a parental exception waiver, including Education Code 310. (Education Code 311; 5 CCR 11309)~~

~~When evaluating waiver requests pursuant to item #1 above and other waiver requests for students for whom standardized assessment data are not available, other equivalent assessment measures may be used. These equivalent measures may include District standards and assessments and teacher evaluations of such students.~~

~~Parental exception waivers pursuant to item #2 above shall be granted if it is the informed belief of the principal and educational staff that an alternate course of educational study would be better suited to the student's rapid acquisition of basic English language skills. (Education Code 311)~~

~~Parental exception waivers pursuant to item #3 above shall be granted by the Superintendent or designee if it is the informed belief of the principal and educational staff that, due to the student's special physical, emotional, psychological, or educational needs, an alternate course of educational study would be better suited to the student's~~

**EDUCATION FOR ENGLISH LEARNERS (cont.)**

~~overall educational development. (Education Code 314)~~

~~All parental exception waivers shall be acted upon within 20 instructional days of submission to the principal. However, parental waiver requests pursuant to item #3 above shall not be acted upon during the 30-day placement in an English language classroom. Such waivers shall be acted upon no later than 10 calendar days after the expiration of that 30-day English language classroom placement or within 20 instructional days of submission of the waiver to the principal, whichever is later. (5 CCR 11309)~~

~~Any individual school in which 20 students or more of a given grade level receive a waiver shall offer an alternative class where the students are taught English and other subjects through bilingual education techniques or other generally recognized educational methodologies permitted by law. Otherwise, the students shall be allowed to transfer to a public school in which such a class is offered. (Education Code 310)~~

~~In cases where a parental exception waiver pursuant to item #2 or #3 above is denied, the parent/guardian shall be informed in writing of the reason(s) for the denial and advised that he/she may appeal the decision to the Board if the Board authorizes such an appeal, or to the court. (5 CCR 11309)~~

~~Waiver requests shall be renewed annually by the parent/guardian. (Education Code 310)~~

**LANGUAGE ACQUISITION PROGRAMS**

~~WHENEVER PARENTS/GUARDIANS OF ENROLLED STUDENTS, AND THOSE ENROLLED FOR ATTENDANCE IN THE NEXT SCHOOL YEAR, REQUEST THAT THE DISTRICT ESTABLISH A SPECIFIC LANGUAGE ACQUISITION PROGRAM IN ACCORDANCE WITH EDUCATION CODE 310, SUCH REQUESTS SHALL BE ADDRESSED THROUGH THE FOLLOWING PROCESS: (5 CCR 11311)~~

- ~~1. THE SCHOOL SHALL MAKE A WRITTEN RECORD OF EACH REQUEST, INCLUDING ANY REQUEST SUBMITTED VERBALLY, THAT INCLUDES THE DATE OF THE REQUEST, THE NAMES OF THE PARENT/GUARDIAN AND STUDENT MAKING THE REQUEST, A GENERAL DESCRIPTION OF THE REQUEST, AND THE STUDENT'S GRADE LEVEL ON THE DATE OF THE REQUEST. AS NEEDED, THE SCHOOL SHALL ASSIST THE PARENT/GUARDIAN IN CLARIFYING THE REQUEST. ALL REQUESTS SHALL BE MAINTAINED FOR AT LEAST THREE YEARS FROM THE DATE OF THE REQUEST.~~
- ~~2. THE SCHOOL SHALL MONITOR REQUESTS ON A REGULAR BASIS AND NOTIFY THE SUPERINTENDENT OR DESIGNEE WHEN THE~~

**EDUCATION FOR ENGLISH LEARNERS (cont.)**

PARENTS/GUARDIANS OF AT LEAST 30 STUDENTS ENROLLED IN THE SCHOOL, OR AT LEAST 20 STUDENTS IN THE SAME GRADE LEVEL, REQUEST THE SAME OR A SUBSTANTIALLY SIMILAR TYPE OF LANGUAGE ACQUISITION PROGRAM. IF THE REQUESTS ARE FOR A MULTILINGUAL PROGRAM MODEL, THE DISTRICT SHALL CONSIDER REQUESTS FROM PARENTS/GUARDIANS OF STUDENTS ENROLLED IN THE SCHOOL WHO ARE NATIVE ENGLISH SPEAKERS IN DETERMINING WHETHER THIS THRESHOLD IS REACHED.

3. IF THE NUMBER OF PARENTS/GUARDIANS DESCRIBED IN ITEM #2 IS ATTAINED, THE SUPERINTENDENT OR DESIGNEE SHALL:
  - a. WITHIN 10 DAYS OF REACHING THE THRESHOLD, NOTIFY THE PARENTS/GUARDIANS OF STUDENTS ATTENDING THE SCHOOL, THE SCHOOL'S TEACHERS, ADMINISTRATORS, AND THE DISTRICT'S ENGLISH LEARNER PARENT ADVISORY COMMITTEE AND PARENT ADVISORY COMMITTEE, IN WRITING, OF THE REQUESTS FOR A LANGUAGE ACQUISITION PROGRAM
  - b. IDENTIFY COSTS AND RESOURCES NECESSARY TO IMPLEMENT ANY NEW LANGUAGE ACQUISITION PROGRAM, INCLUDING, BUT NOT LIMITED TO, CERTIFICATED TEACHERS WITH THE APPROPRIATE AUTHORIZATIONS, NECESSARY INSTRUCTIONAL MATERIALS, PERTINENT PROFESSIONAL DEVELOPMENT FOR THE PROPOSED PROGRAM, AND OPPORTUNITIES FOR PARENT/GUARDIAN AND COMMUNITY ENGAGEMENT TO SUPPORT THE PROPOSED PROGRAM GOALS
  - c. WITHIN 60 CALENDAR DAYS OF REACHING THE THRESHOLD NUMBER OF PARENTS/GUARDIANS DESCRIBED IN ITEM #2 ABOVE, DETERMINE WHETHER IT IS POSSIBLE TO IMPLEMENT THE REQUESTED LANGUAGE ACQUISITION PROGRAM AND PROVIDE WRITTEN NOTICE OF THE DETERMINATION TO PARENTS/GUARDIANS OF STUDENTS ATTENDING THE SCHOOL, THE SCHOOL'S TEACHERS, AND ADMINISTRATORS
  - d. IF A DETERMINATION IS MADE TO IMPLEMENT THE LANGUAGE ACQUISITION PROGRAM, CREATE AND PUBLISH A REASONABLE TIMELINE OF ACTIONS NECESSARY TO IMPLEMENT THE PROGRAM. IF A DETERMINATION IS MADE THAT IT IS NOT POSSIBLE TO IMPLEMENT THE PROGRAM, PROVIDE A WRITTEN EXPLANATION OF THE REASON(S) THE PROGRAM CANNOT BE PROVIDED.



**EDUCATION FOR ENGLISH LEARNERS (cont.)**

THE DISTRICT SHALL NOTIFY PARENTS/GUARDIANS AT THE BEGINNING OF EACH SCHOOL YEAR OR UPON THE STUDENT'S ENROLLMENT REGARDING THE PROCESS TO REQUEST A LANGUAGE ACQUISITION PROGRAM, INCLUDING A DUAL-LANGUAGE IMMERSION PROGRAM, FOR THEIR CHILD. THE NOTICE SHALL ALSO INCLUDE THE FOLLOWING: (5 CCR 11309, 11310)

1. A DESCRIPTION OF THE PROGRAMS PROVIDED, INCLUDING STRUCTURED ENGLISH IMMERSION
2. IDENTIFICATION OF ANY LANGUAGE TO BE TAUGHT IN ADDITION TO ENGLISH WHEN THE PROGRAM INCLUDES INSTRUCTION IN A LANGUAGE OTHER THAN ENGLISH
3. THE MANNER IN WHICH THE PROGRAM IS DESIGNED USING EVIDENCE-BASED RESEARCH AND INCLUDES BOTH DESIGNATED AND INTEGRATED ENGLISH LANGUAGE DEVELOPMENT
4. THE MANNER IN WHICH THE DISTRICT HAS ALLOCATED SUFFICIENT RESOURCES TO EFFECTIVELY IMPLEMENT THE PROGRAM, INCLUDING, BUT NOT LIMITED TO, CERTIFICATED TEACHERS WITH THE APPROPRIATE AUTHORIZATIONS, NECESSARY INSTRUCTIONAL MATERIALS, PERTINENT PROFESSIONAL DEVELOPMENT, AND OPPORTUNITIES FOR PARENT/GUARDIAN AND COMMUNITY ENGAGEMENT TO SUPPORT THE PROGRAM GOALS
5. THE MANNER IN WHICH THE PROGRAM WILL, WITHIN A REASONABLE PERIOD OF TIME, LEAD TO LANGUAGE PROFICIENCY AND ACHIEVEMENT OF THE STATE-ADOPTED CONTENT STANDARDS IN ENGLISH AND, WHEN THE PROGRAM INCLUDES INSTRUCTION IN ANOTHER LANGUAGE, IN THAT OTHER LANGUAGE
6. THE PROCESS TO REQUEST ESTABLISHMENT OF A LANGUAGE ACQUISITION PROGRAM NOT OFFERED AT THE SCHOOL
7. FOR ANY DUAL-LANGUAGE IMMERSION PROGRAM OFFERED, THE SPECIFIC LANGUAGES TO BE TAUGHT. THE NOTICE ALSO MAY INCLUDE THE PROGRAM GOALS, METHODOLOGY USED, AND EVIDENCE OF THE PROPOSED PROGRAM'S EFFECTIVENESS.

**Reclassification/Redesignation**

The District shall ~~continue to~~ provide additional and appropriate educational services to English learners for the purposes of overcoming language barriers AND ACADEMIC

**EDUCATION FOR ENGLISH LEARNERS (cont.)**

DEFICITS IN OTHER AREAS OF THE CORE CURRICULUM. ~~until they:~~ (5 CCR 11302)

1. ~~Demonstrate English language proficiency comparable to that of the District's average native English language speakers~~
2. ~~Recoup any academic deficits which may have been incurred in other areas of the core curriculum as a result of language barriers~~

English learners shall be reclassified as fluent English proficient when they are able to comprehend, speak, read, and write English well enough to receive instruction in an English language mainstream classroom and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (Education Code 52164.6)

The ~~measures~~ PROCEDURES used to determine whether an English learner shall be reclassified as fluent English proficient shall include, but not be limited to: (Education Code 313; 525164.6; 5 CCR 11303)

1. Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the state's English language proficiency assessment
2. Participation of the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student
3. ~~Parent/guardian opinion and consultation~~ INVOLVEMENT, INCLUDING:
  - a. ~~The Superintendent or designee shall provide the parents/guardians with a~~ Notice TO PARENTS/GUARDIANS OF LANGUAGE RECLASSIFICATION AND PLACEMENT, INCLUDING ~~and~~ a description of the reclassification process and ~~of his/her~~ THE PARENT/GUARDIAN'S opportunity to participate in the process and ~~shall encourage his/her involvement in the process.~~
  - b. ENCOURAGEMENT OF PARENT/GUARDIAN PARTICIPATION IN THE DISTRICT'S RECLASSIFICATION PROCEDURE, INCLUDING SEEKING PARENT/GUARDIAN OPINION AND CONSULTATION DURING THE RECLASSIFICATION PROCESS
4. Student performance on an objective assessment of basic skills in English that shows whether the student is performing at or near grade level.

**EDUCATION FOR ENGLISH LEARNERS (cont.)**

THE STUDENT'S LANGUAGE PROFICIENCY ASSESSMENTS, THE PARTICIPANTS IN THE RECLASSIFICATION PROCESS, AND ANY DECISIONS REGARDING RECLASSIFICATION SHALL BE RETAINED IN THE STUDENT'S PERMANENT RECORD. (5 CCR 11305)

(CF. 5125 - STUDENT RECORDS)

The Superintendent or designee shall monitor the progress of reclassified students to ensure their correct classification and placement. (5 CCR 11304)

The Superintendent or designee shall monitor students for at least four years following their reclassification to ~~determine whether the student needs any additional~~ ENSURE CORRECT CLASSIFICATION AND PLACEMENT AND TO DETERMINE WHETHER ANY academic support IS NEEDED.

**Advisory Committees**

A SCHOOL-LEVEL ENGLISH LEARNER ADVISORY COMMITTEE (ELAC) SHALL BE ESTABLISHED WHEN THERE ARE MORE THAN 20 ENGLISH LEARNERS AT THE SCHOOL. PARENTS/GUARDIANS OF ENGLISH LEARNERS, ELECTED BY PARENTS/GUARDIANS OF ENGLISH LEARNERS AT THE SCHOOL, SHALL CONSTITUTE COMMITTEE MEMBERSHIP IN AT LEAST THE SAME PERCENTAGE AS ENGLISH LEARNERS REPRESENT OF THE TOTAL NUMBER OF STUDENTS IN THE SCHOOL. THE SCHOOL MAY DESIGNATE FOR THIS PURPOSE AN EXISTING SCHOOL-LEVEL ADVISORY COMMITTEE PROVIDED THAT IT MEETS THESE CRITERIA FOR COMMITTEE MEMBERSHIP. (EDUCATION CODE 52176; 5 CCR 11308)

THE ELAC SHALL BE RESPONSIBLE FOR ASSISTING IN THE DEVELOPMENT OF A SCHOOLWIDE NEEDS ASSESSMENT, RECOMMENDING WAYS TO MAKE PARENTS/GUARDIANS AWARE OF THE IMPORTANCE OF SCHOOL ATTENDANCE, AND ADVISING THE PRINCIPAL AND SCHOOL STAFF IN THE DEVELOPMENT OF A DETAILED MASTER PLAN FOR ENGLISH LEARNERS FOR THE INDIVIDUAL SCHOOL AND SUBMITTING THE PLAN TO THE BOARD OF EDUCATION FOR CONSIDERATION FOR INCLUSION IN THE DISTRICT MASTER PLAN. (EDUCATION CODE 52176)

WHEN THE DISTRICT HAS MORE THAN 50 ENGLISH LEARNERS, THE SUPERINTENDENT OR DESIGNEE SHALL ESTABLISH A DISTRICT ENGLISH LEARNER ADVISORY COMMITTEE (DELAC), THE MAJORITY OF WHOSE MEMBERSHIP SHALL BE COMPOSED OF PARENTS/GUARDIANS OF ENGLISH LEARNERS WHO ARE NOT EMPLOYED BY THE DISTRICT. ~~A parent/guardian advisory committee shall be established at the District level when there are more than 50~~

**EDUCATION FOR ENGLISH LEARNERS (cont.)**

~~English learners in the District and at the school level when there are more than 20 English learners at the school.~~ ALTERNATIVELY, THE DISTRICT MAY USE A SUBCOMMITTEE OF AN EXISTING DISTRICTWIDE ADVISORY COMMITTEE ON WHICH ~~Parents/guardians of English learners shall constitute committee~~ HAVE membership in at least the same percentage as English learners represent of the total number of students in the DISTRICT ~~school~~. (Education Code 52176; ~~5 CCR 11308~~)

~~The District's English Language Advisory Committee~~ DELAC shall advise the Board on at least the following tasks: (5 CCR 11308)

1. ~~The development of a~~ DEVELOPING A DISTRICT MASTER plan of education programs and services for English learners, taking into consideration the school site plans for English learners
2. CONDUCTING ~~The~~ A Districtwide needs assessment on a school-by-school basis
3. ~~Establishment of a~~ ESTABLISHING A District program, goals, and objectives for programs and services for English learners
4. ~~Development of~~ DEVELOPING a plan to ensure compliance with applicable teacher or INSTRUCTIONAL aide requirements
5. ~~Administration of~~ ADMINISTERING the annual language census
6. ReviewING of and commentING on the District's reclassification procedures
7. REVIEWING AND COMMENTING ON THE REQUIRED WRITTEN PARENTAL NOTIFICATIONS

(cf. 0420 - School Plans/Site Councils)  
 (cf. 1220 - Citizen Advisory Committees)  
 (cf. 5020 - Parent Rights and Responsibilities)  
 (cf. 6020 - Parent Involvement)

In order to assist advisory members in carrying out their responsibilities, the Superintendent or designee shall ensure that committee members receive appropriate training and materials. This training shall be planned in full consultation with the members. (5 CCR 11308)

**LCAP Advisory Committee**

When there are at least 15 percent English learners in the District, with at least 50 students

**EDUCATION FOR ENGLISH LEARNERS (cont.)**

who are English learners, a District-level English learner parent advisory committee shall be established to review and comment on the District's Local Control and Accountability Plan (LCAP) in accordance with BP 0460 - Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 15495)

(cf. 0460 - Local Control and Accountability Plan)

~~The advisory committee established pursuant to 5 CCR 11308, as described in the section "Advisory Committee" above, could DELACE MAY ALSO serve as the LCAP English Learner Advisory Committee if its composition includes a majority of parents/guardians of English learners.~~

**Chino Valley Unified School District**

Regulation approved: August 21, 1997

Revised: February 22, 2001

Revised: September 4, 2003

Revised: May 7, 2009

Revised: March 7, 2013

Revised: February 18, 2016

Revised: August 17, 2017

Revised: April 18, 2019

REVISED:

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** July 21, 2022

**TO:** Members, Board of Education

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

**PREPARED BY:** Sandra H. Chen, Associate Superintendent, Business Services  
Gregory J. Stachura, Assistant Superintendent, Facilities, Planning,  
and Operations

**SUBJECT: ANNUAL REPORT PER BOARD POLICY 3470 DEBT ISSUANCE  
AND MANAGEMENT**

=====

**BACKGROUND**

Senate Bill 1029, which went into effect in 2017, requires local California governmental agencies to establish local debt policies and reporting requirements. In compliance with this legislation, the Board of Education adopted Board Policy 3470 Debt Issuance and Management. Per BP 3470, “the Superintendent or designee shall annually report to the Board regarding debts issued by the District, including information on actual and projected tax rates, an analysis of bonding capacity, credit agency ratings on the District's bonds, market update and refunding opportunities, new development for California bond financings, and the District's compliance with post-issuance requirements.”

The following report was prepared by the District’s consultant Keygent Advisors, LLC. on debt issuance and management.

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

**RECOMMENDATION**

It is recommended that the Board of Education receive for information the annual report required per Board Policy 3470 Debt Issuance and Management.

**FISCAL IMPACT**

None.

NE:SC:GJS:pw

**BOARD COMMUNICATION**

To: Chino Valley Unified School District Board of Education

From: Sandra Chen, Associate Superintendent, Business Services  
Gregory Stachura, Assistant Superintendent Facilities, Planning & Operations  
Keygent LLC, District Financial Advisor

Date: July 13, 2022

RE: Annual Report per Board Debt Issuance & Management Policy 3470

The purpose of this Board communication is to provide the annual report required under Board Policy 3470 (Debt Issuance and Management). The policy states the following:

*“The Superintendent or designee shall annually report to the Board regarding debts issued by the District, including information on actual and projected tax rates, an analysis of bonding capacity, ratings on the District's bonds, market update and refunding opportunities, new development for California bond financings, and the District's compliance with post-issuance requirements.”*

**Debts Issued by the District**

The District has the following debt outstanding:

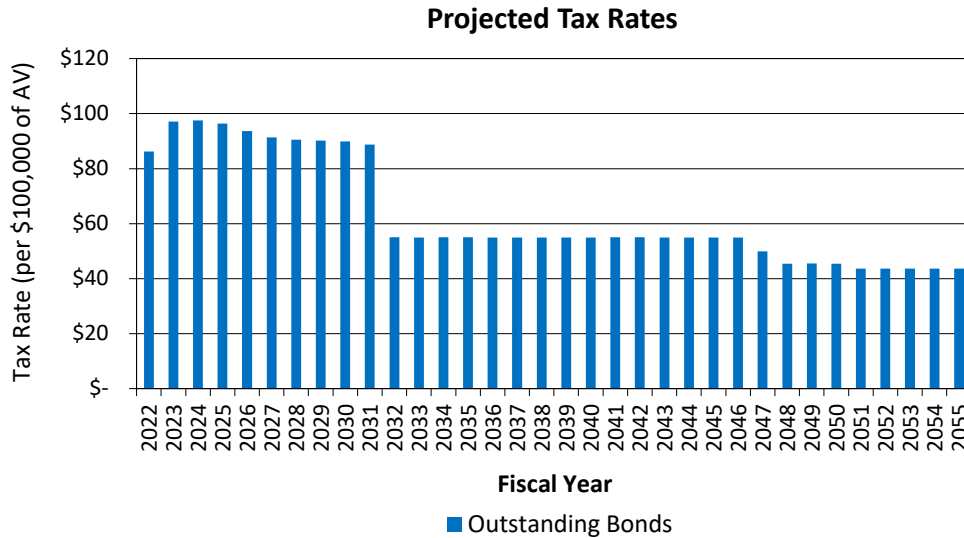
General Obligation Bonds				
Issuance	Issuance Date	Maturity Date	Issuance Amount	Principal Outstanding June 1, 2022
General Obligation Refunding Bonds 2002 Election, 2012 Series A	9/27/2012	8/1/2022	\$ 27,130,000	\$ 2,180,000
2014 General Obligation Refunding Bonds	8/7/2014	8/1/2030	22,425,000	21,510,000
General Obligation Bonds Election of 2016, Series 2017A	5/11/2017	8/1/2055	208,000,000	179,735,000
2017 General Obligation Refunding Bonds	5/11/2017	8/1/2031	54,555,000	52,865,000
General Obligation Bonds Election of 2016, Series 2020B	4/29/2020	8/1/2055	258,000,000	256,470,000
2020 General Obligation Refunding Bonds	4/29/2020	8/1/2026	21,760,000	20,815,000
General Obligation Bonds Election of 2016, Series 2022C	4/27/2022	8/1/2055	140,499,867	140,499,867
2022 General Obligation Refunding Bonds (2012A)	5/4/2022	8/1/2027	8,295,000	8,295,000
Total			\$ 740,664,867	\$ 682,369,867

**Actual & Projected Tax Rates**

The District’s bond tax rate for the 2021-22 fiscal year was 0.0862% or \$86.20 per \$100,000 of assessed valuation.

The District’s projected tax rates are shown below. They are based on the following assumptions:

- Annual assessed value growth rate of 4.5%
- 8% secured and unsecured tax delinquency per San Bernardino County Auditor-Controller
- No supplemental tax collections (which typically lower the annual tax rate)



**Bonding Capacity**

Bonding capacity is a statutory limit on the amount of general obligation bonds that can be issued at any given time. The District is also limited by the amount of bond authorization approved by voters. Bonding capacity is based on:

- Current assessed value multiplied by 2.50% statutory debt limit factor
- Less: outstanding general obligation bonds

**Estimated Current Bonding Capacity <sup>(1)</sup>**

2021-22 Total AV		\$ 32,797,343,264
Statutory Debt Limit Factor	x	2.50%
Bonding Capacity		819,933,582
 Outstanding General Obligation Bonds		 (682,369,867)
 Available Bonding Capacity		 \$ 137,563,715

<sup>(1)</sup> Subject to confirmation by the County Auditor-Controller.



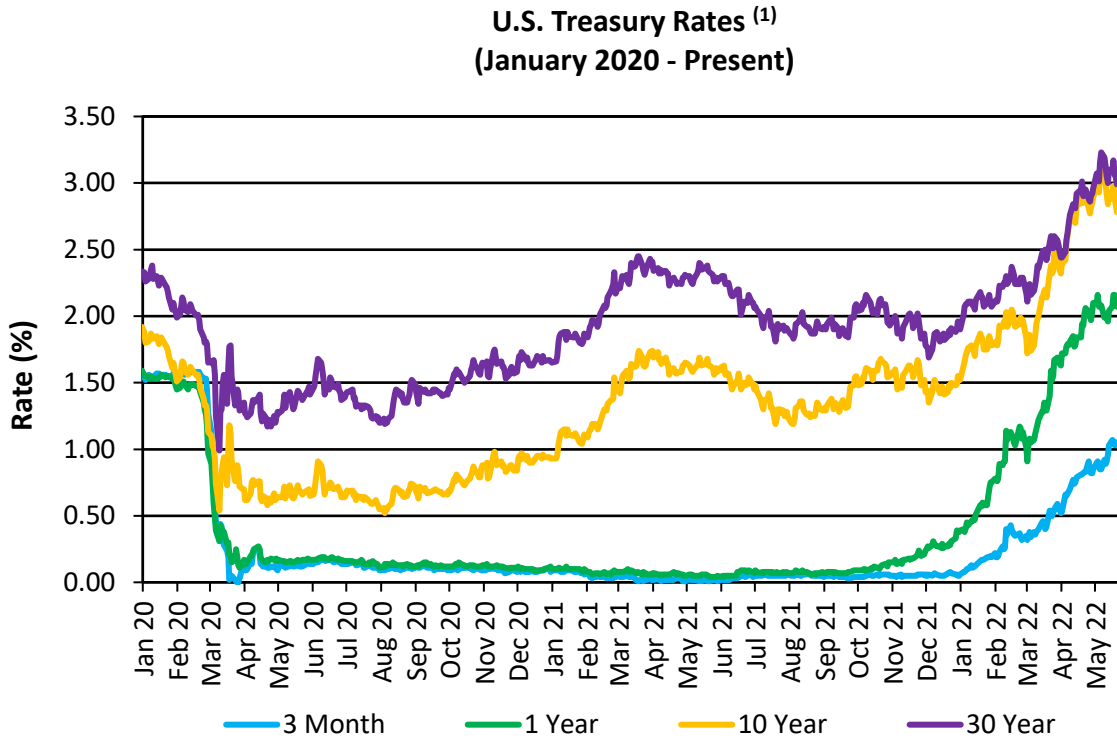
### District Credit Ratings

The three major credit rating agencies are Moody's, Standard & Poor's, and Fitch. Districts are rated on (1) local economy/tax base, (2) district finances, (3) district debt/pension obligations and (4) district management. Based on that information, districts are assigned a rating in accordance with the respective rating scale. The District's current bond ratings are 'Aa2' from Moody's (as of March 17, 2022) and 'AA-' from Standard & Poor's (as of March 16, 2022). The District does not have a Fitch rating.

	Moody's	Standard & Poor's	Fitch	Rating Description
Investment grade	Aaa	AAA	AAA	Prime
	Aa1	AA+	AA+	High grade
	Aa2	AA	AA	
	Aa3	AA-	AA-	
	A1	A+	A+	Upper medium grade
	A2	A	A	
	A3	A-	A-	
	Baa1	BBB+	BBB+	Lower medium grade
	Baa2	BBB	BBB	
	Baa3	BBB-	BBB-	
Non-investment grade	Ba1	BB+	BB+	Speculative
	Ba2	BB	BB	
	Ba3	BB-	BB-	
	B1	B+	B+	Highly speculative
	B2	B	B	
	B3	B-	B-	
	Caa1 & below	CCC+ & below	CCC & below	Extremely speculative/ Default

## Market Update

As shown below, U.S. Treasury rates have experienced significant increases. Interest rates have risen in recent months as a result of rising inflation, the ongoing Russian-Ukraine war, and Fed rate increases (both taken and anticipated).



<sup>(1)</sup> Source: U.S. Department of the Treasury.

## Refunding Opportunities

The District does not currently have any additional bond refinancing opportunities which produce debt service savings.

## New Developments for California Bond Financings

### Potential State-Wide Bond Measures for School Facilities

Two new State-wide bonds (Assembly Bill 75 and Senate Bill 22) are pending in the legislature. Both bonds would provide funds for California school district facilities. Assembly Bill 75 would provide \$12 billion in funding, while Senate Bill 22 would provide \$15.5 billion in funding. Senate Bill 22 would also increase the statutory bonding capacity for K-14 districts.

### **District's Compliance with Post-Issuance Requirements**

The District has monitored its compliance with post-issuance requirements, including:

- Assign responsible personnel of the District to monitor and ensure compliance with the restrictions contained in each issuance's tax certificate
- Provide adequate training to responsible District personnel to monitor compliance
- Establish adequate record retention and calendaring mechanisms internally to ensure that the District will be able to establish post issuance compliance
- Maintain records detailing the investment and expenditures of financing proceeds
- Seek expert advice regarding compliance with the arbitrage rebate and yield restriction provisions
- Carefully monitor and calendar the dates by which financing proceeds should be expended to comply with yield restriction and rebate exceptions and the dates rebate must be paid, if applicable
- Monitor use and retain contracts related to the use of the projects financed by the issuances throughout the term of the financings
- Regularly consult with bond counsel and other District advisors regarding any issues that arise regarding post issuance compliance

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** July 21, 2022  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations  
**SUBJECT: REVISION OF ADMINISTRATIVE REGULATION AND NEW EXHIBIT 3517 BUSINESS AND NONINSTRUCTIONAL OPERATIONS – FACILITIES INSPECTION**

=====

**BACKGROUND**

Board policies, administrative regulations, and bylaws are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current practice.

Administrative Regulation 3517 Business and Noninstructional Operations – Facilities Inspection is being revised to reflect new law (AB 367, 2021) which requires any school serving any of grades 6-12 to, at all times, stock and make available and accessible free of cost an adequate supply of menstrual products in specified restrooms beginning with the 2022/2023 school year, and to post a notice, as specified, regarding this requirement in a prominent and conspicuous location. New Exhibit 3517 Business and Noninstructional Operations – Facilities Inspection is being created to present a sample of the required notification to be posted in a prominent and conspicuous location in each restroom where free menstrual products are required to be stocked, pursuant to new law (AB 367, 2021).

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 Administrative Regulation and New Exhibit 3517 Business and Noninstructional Operations – Facilities Inspection.

**FISCAL IMPACT**

None.

**FACILITIES INSPECTION**

The Superintendent or designee shall inspect school facilities to ensure that they are maintained in good repair. At a minimum, he/she shall assess those facility conditions specified on the facilities inspection tool developed by the Office of Public School Construction, including, but not limited to, the following: (Education Code 17002, 35292.5)

1. **Gas Leaks:** Gas systems and pipes appear and smell safe, functional, and free of leaks.
2. **Mechanical Systems:** Heating, ventilation, and air conditioning systems, as applicable, are functional and unobstructed; appear to supply an adequate amount of air to all classrooms, work spaces, and facilities; and maintain interior temperatures within normally acceptable ranges.
3. **Windows and Doors:** Windows and doors are intact, functional, and open, close, and lock as designed, unless there is a valid reason they should not function as designed.
4. **Fences and Gates:** Fences and gates are intact, functional, and free of holes and other conditions that could present a safety hazard to students, staff, or others. Locks and other security hardware function as designed.
5. **Interior Surfaces (walls, floors, ceilings):** Interior surfaces are ~~clean~~, free of safety hazards from tears, holes, missing floor and ceiling tiles, torn carpet, water damage, or other cause. Ceiling tiles are intact. Surfaces display no evidence of mold or mildew.
6. **Hazardous Materials:** Hazardous and flammable materials are stored properly. No evidence of peeling, chipping, or cracking paint is apparent. No indicators of mold, mildew, or asbestos exposure are evident. There does not appear to be evidence of hazardous materials that may pose a threat to the health and safety of students or staff.
7. **Structures:** Posts, beams, supports for portable classrooms and ramps, and other structures appear intact, secure, and functional as designed. Ceilings and floors are not sloping or sagging beyond their intended design. There is no visible evidence of severe cracks, dry rot, mold, or damage that undermines structural components.
8. **Fire Safety and Emergency Equipment:** Fire sprinklers, fire extinguishers, emergency alarm systems, and all emergency equipment and systems appear to be functioning properly. Fire alarm pull stations are clearly visible. Fire extinguishers are current and placed in all required areas, including every classroom and assembly area. Emergency exits are clearly marked and unobstructed.

**FACILITIES INSPECTION (cont.)**

9. **Electrical Systems:** Electrical systems, components, and equipment, including switches, junction boxes, panels, wiring, outlets, and light fixtures, are securely enclosed, properly covered and guarded from student access, and appear to be working properly.
10. **Lighting:** Interior and exterior lighting appears to be adequate and working properly. Lights do not flicker, dim, or malfunction, and there is no unusual hum or noise from light fixtures.
11. **Pest/Vermin Infestation:** No visible or odorous indicators of pest or vermin infestation are evident.
12. **Drinking Fountains:** Interior and exterior drinking fountains are ~~clean~~, functional, accessible, and free of leaks. Drinking water pressure is adequate. Fountain water is clear and without unusual taste or odor, and moss, mold, or excessive staining is not evident.
13. **Restrooms:** Restrooms are fully operational, maintained and cleaned regularly, and stocked at all times with supplies (including toilet paper, soap, and paper towels or functional hand dryers) in accordance with Education Code 35292.5. The school keeps all restrooms open during school hours when students are not in classes and keeps a sufficient number of restrooms open during school hours when students are in classes, except when necessary to temporarily close a restroom for student safety or to repair the facility.

In addition, in a school serving any of grades 6-12 SHALL, AT ALL TIMES, STOCK AND MAKE AVAILABLE AND ACCESSIBLE FREE OF COST, AN ADEQUATE SUPPLY OF MENSTRUAL PRODUCTS IN EVERY WOMEN'S AND ALL-GENDER RESTROOMS, AND IN AT LEAST ONE MEN'S RESTROOM. THE DISTRICT SHALL POST IN A PROMINENT AND CONSPICUOUS LOCATION A NOTICE REGARDING THIS REQUIREMENT THAT INCLUDES AN EMAIL ADDRESS AND TELEPHONE NUMBER FOR A DESIGNATED INDIVIDUAL RESPONSIBLE FOR MAINTAINING THE REQUISITE SUPPLY OF MENSTRUAL PRODUCTS. (Education Code 35292.6)

14. **Sewers:** The sanitary sewer system controls odors as designed, displays no signs of stoppage, backup, or flooding in school facilities or on school grounds, and appears to be functioning properly.
15. **Roofs:** Roofs, gutters, roof drains, and downspouts appear to be functioning properly and are free of visible damage and evidence of disrepair when observed from the ground from inside and outside the building.

**FACILITIES INSPECTION (cont.)**

16. Drainage: School grounds do not exhibit signs of drainage problems, such as visible evidence of flooded areas, eroded soil, water damage to asphalt playgrounds or parking areas, or clogged storm drain inlets.
17. Playground/School Grounds: Playground equipment (exterior fixtures, seating, tables, and equipment), school grounds, fields, walkways, and parking lot surfaces are functional and free of significant cracks, trip hazards, holes, deterioration that affects functionality or safety, and other health and safety hazards.
18. Overall Cleanliness: School grounds, buildings, common areas, and individual rooms appear to have been cleaned regularly and are free of accumulated refuse and unabated graffiti. Restrooms, drinking fountains, and food preparation or serving areas appear to have been cleaned each day that school is in session.

In addition, to ensure the health and safety of students, the Superintendent or designee shall provide for the testing of drinking water on campus and of the soil and painted surfaces of school facilities for the presence of lead and/or other harmful substances, in accordance with state and federal standards.

The Superintendent or designee shall ensure that any necessary repairs or removal of hazards identified during the inspection are made in a timely and expeditious manner.

An assessment of the safety, cleanliness, and adequacy of school facilities, including any needed maintenance to ensure good repair as defined in Education Code 17002, shall be reported on the school accountability report card. (Education Code 33126)

Any complaint alleging a school facility condition that poses an emergency or urgent threat to the health or safety of students or staff, or alleging that a school restroom is not clean, maintained, STOCKED, or kept open, shall be addressed in accordance with AR 1312.4 - Williams Uniform Complaint Procedures.

The Superintendent or designee shall provide the Board with regular reports regarding the district's facility inspections ~~program~~ and updates of any visits to district schools by the County Superintendent of Schools TO REVIEW SCHOOL FACILITIES.

**Legal Reference:**EDUCATION CODE

1240 County superintendent of schools, duties

17002 Definitions

17070.10-17077.10 Leroy F. Greene School Facilities Act of 1998

17565-17591 Property maintenance and control

17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account

33126 School accountability report card

35186 Williams uniform complaint procedure

35292.5-35292.6 Restrooms; maintenance and cleanliness

**FACILITIES INSPECTION (cont.)**

HEALTH AND SAFETY CODE

116277 Lead testing in drinking water

CODE OF REGULATIONS, TITLE 2

1859.300-1859.330 Emergency Repair Program

UNITED STATES CODE, TITLE 20

6314 Title I schoolwide program

UNITED STATES CODE, TITLE 42

300f-300j-27 Safe Drinking Water Act

**Management Resources:**

COALITION OF ADEQUATE SCHOOL HOUSING PUBLICATIONS

Facility Inspection Tool Guidebook, February 2008

STATE ALLOCATION BOARD, OFFICE OF PUBLIC SCHOOL CONSTRUCTION PUBLICATIONS

Facility Inspection Tool: School Facility Conditions Evaluation

WEBSITES

California School Boards Association: [www.csba.org](http://www.csba.org)

California County Superintendents Educational Services Association: [www.ccsesa.org](http://www.ccsesa.org)

California Department of Education, Williams Case: [www.cde.ca.gov/eo/ce/wc/index.asp](http://www.cde.ca.gov/eo/ce/wc/index.asp)

Coalition of Adequate School Housing: [www.cashnet.org](http://www.cashnet.org)

State Allocation Board, Office of Public School Construction: [www.opsc.dgs.ca.gov](http://www.opsc.dgs.ca.gov)

U.S. Environmental Protection Agency: [www.epa.gov](http://www.epa.gov)

**Chino Valley Unified School District**

Policy adopted: February 1, 2018

REVISED:



**FACILITIES INSPECTION**

EDUCATION CODE 35292.6 REQUIRES THAT:

- A. ON OR BEFORE THE START OF THE 2022/2023 SCHOOL YEAR, A PUBLIC SCHOOL, INCLUDING A SCHOOL OPERATED BY A SCHOOL DISTRICT, COUNTY OFFICE OF EDUCATION, OR CHARTER SCHOOL, MAINTAINING ANY COMBINATION OF CLASSES FROM GRADES 6 TO 12, INCLUSIVE, SHALL STOCK THE SCHOOL'S RESTROOMS AT ALL TIMES WITH AN ADEQUATE SUPPLY OF MENSTRUAL PRODUCTS AVAILABLE AND ACCESSIBLE, FREE OF COST, IN ALL WOMEN'S RESTROOMS AND ALL-GENDER RESTROOMS, AND IN AT LEAST ONE MEN'S RESTROOM.
- B. A PUBLIC SCHOOL DESCRIBED IN SUBDIVISION (A) SHALL NOT CHARGE FOR ANY MENSTRUAL PRODUCTS PROVIDED TO PUPILS.
- C. A PUBLIC SCHOOL DESCRIBED IN SUBDIVISION (A) SHALL POST A NOTICE REGARDING THE REQUIREMENTS OF THIS SECTION IN A PROMINENT AND CONSPICUOUS LOCATION IN EVERY RESTROOM REQUIRED TO STOCK MENSTRUAL PRODUCTS, AVAILABLE AND ACCESSIBLE, FREE OF COST, PURSUANT TO THIS SECTION. THIS NOTICE SHALL INCLUDE THE TEXT OF THIS SECTION AND CONTACT INFORMATION, INCLUDING AN EMAIL ADDRESS AND TELEPHONE NUMBER, FOR A DESIGNATED INDIVIDUAL RESPONSIBLE FOR MAINTAINING THE REQUISITE SUPPLY OF MENSTRUAL PRODUCTS.
- D. FOR PURPOSES OF THIS SECTION, "MENSTRUAL PRODUCTS" MEANS MENSTRUAL PADS AND TAMPONS FOR USE IN CONNECTION WITH THE MENSTRUAL CYCLE.
- E. THIS SECTION SHALL BECOME OPERATIVE ON JULY 1, 2022.

THE NAME AND CONTACT INFORMATION FOR THE INDIVIDUAL RESPONSIBLE FOR MAINTAINING THE REQUISITE SUPPLY OF MENSTRUAL PRODUCTS IS:

DIRECTOR, MAINTENANCE AND OPERATIONS  
(NAME AND/OR TITLE/POSITION)

(909) 628-1201 EXT. 1450  
(TELEPHONE NUMBER)

**Chino Valley Unified School District**  
EXHIBIT APPROVED: