

CHINO VALLEY
UNIFIED SCHOOL DISTRICT

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

BOARD OF EDUCATION

AGENDA

May 15, 2025

BOARD OF EDUCATION

John Cervantes
Andrew Cruz
Jonathan Monroe
James Na
Sonja Shaw

Gabriella Segoviano, Student Representative

SUPERINTENDENT

Norm Enfield, Ed.D.

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
District Board Room, 13461 Ramona Avenue, CA 91710
4:10 p.m. – Closed Session • 6:00 p.m. – Regular Meeting
May 15, 2025

AGENDA

- The public are invited to address the Board of Education regarding items listed on the agenda. Comments on non-agenda and agenda items are accepted during the designated time on the agenda or prior to consideration of the item in the case of a closed session item. Persons wishing to address the Board are asked to register on the electronic request to speak system 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 by 10:00 a.m. the day of a meeting.
- 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, 13461 Ramona Avenue, Chino, California, during the regular business hours of 7:30 a.m. to 4:30 p.m., Monday through Friday.
- Order of business is approximate and subject to change.

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

I. OPENING BUSINESS

I.A. CALL TO ORDER – 4:10 P.M.

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

Discussion and possible action (times are approximate):

- a. Conference with Legal Counsel-Existing Litigation (Paragraph (1) of subdivision (d) Government Code 54956.9): Case No. 2501133. (Atkinson, Andelson, Loya, Ruud, & Romo) (20 minutes)
- b. Conference with Legal Counsel-Existing Litigation (Paragraph (1) of subdivision (d) Government Code 54956.9): Case No. 2:24-CV-01941-DJC-JDP. (Liberty Justice Center) (10 minutes)
- c. Conference with Legal Counsel-Anticipated Litigation (Government Code 54956.9 (d)(2)): One possible case. (Advocates for Faith & Freedom) (5 minutes)
- d. Student Readmission Matters (Education Code 35146, 48916 (c)): Readmission Cases 23/24-70, 24/25-03, 24/25-06, 24/25-08, 24/25-16, 24/25-17, 24/25-23, 24/25-24, 24/25-0, 24/25-33, and 24/25-35. (5 minutes)
- e. Student Discipline Matters (Education Code 35146, 48918 (c) & (j)): Expulsion Cases 24/25-60, 24/25-64, and 24/25-66. (20 minutes)
- f. Conference with Labor Negotiators (Government Code 54957.6): A.C.T. and CSEA Negotiations. Agency Designated Representatives: Dr. Grace Park, Sandra Chen, Joseph Durkin, and Jaime Ortega. (10 minutes)
- g. Public Employee Appointment (Government Code 54957): Elementary Principals. (10 minutes)
- h. Public Employee Discipline/Dismissal/Release (Government Code 54957): (10 minutes)
- i. Public Employee Performance Evaluation (Government Code 54957): Superintendent. (20 minutes)

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

1. Report Closed Session Action

Proceedings of this meeting are recorded.

- I.C. PRESENTATIONS:**
 - 1. Woodcrest JHS Band
 - 2. Presentation of Colors
 - 3. Pledge of Allegiance
 - 4. Military Salute
- I.D. COMMENTS FROM STUDENT REPRESENTATIVE**
- I.E. COMMENTS FROM EMPLOYEE REPRESENTATIVES**
- I.F. COMMENTS FROM THE PUBLIC ON ITEMS NOT ON THE AGENDA
WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD AND
ITEMS ON THE AGENDA**
- I.G. CHANGES AND DELETIONS**

II. ACTION

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

- II.A.1. 2025/2026 Student Member on the Board of Education** Motion ____ Second ____
 Page 9 Preferential Vote: ____
 Recommend the Board of Education approve Phoenix Kim from Chino Hills HS as the 2025/2026 Student Member on the Board of Education and administer the oath of office. Vote: Yes ____ No ____

II.B. FACILITIES, PLANNING, AND OPERATIONS

- II.B.1. Amended Facilities Memorandum of Understanding by and Between Chino Valley Unified School District and Allegiance STEAM Academy—Thrive, 2025/2026** Motion ____ Second ____
 Page 10 Preferential Vote: ____
 Recommend the Board of Education approve the Amended Facilities Memorandum of Understanding by and between Chino Valley Unified School District and Allegiance STEAM Academy—Thrive, 2025/2026. Vote: Yes ____ No ____

II.C. HUMAN RESOURCES**II.C.1. Public Hearing and Ratification of the Tentative Agreement Between the Chino Valley Unified School District and the Associated Chino Teachers (A.C.T.) for a Successor Agreement Effective July 1, 2025**

Page 37

Recommend the Board of Education conduct a public hearing and ratify the tentative agreement between the Chino Valley Unified School District and the Associated Chino Teachers (A.C.T.) for a successor agreement effective July 1, 2025.

Open Hearing _____

Close Hearing _____

Motion ____ Second ____

Preferential Vote: _____

Vote: Yes ____ No ____

II.C.2. Public Notice and Hearing Regarding the California School Employees Association and its Chino Chapter 102, Initial Bargaining Proposal to the Chino Valley Unified School District for a Reopener Collective Bargaining Agreement Effective July 1, 2025

Page 49

Recommend the Board of Education give public notice and conduct a public hearing regarding the California School Employees Association and its Chino Chapter 102, initial bargaining proposal to the Chino Valley Unified School District for a reopener Collective Bargaining Agreement effective July 1, 2025.

Open Hearing _____

Close Hearing _____

II.C.3. Public Notice and Hearing Regarding the District's Initial Bargaining Proposal to the California School Employees Association and its Chino Chapter 102, for a Reopener Collective Bargaining Agreement Effective July 1, 2025

Page 52

Recommend the Board of Education give public notice and conduct a public hearing regarding the District's initial bargaining proposal to the California School Employees Association and its Chino Chapter 102, for a reopener Collective Bargaining Agreement effective July 1, 2025.

Open Hearing _____

Close Hearing _____

III. CONSENT

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

III.A. ADMINISTRATION**III.A.1. Minutes of the May 1, 2025 Regular Meeting**

Page 54 Recommend the Board of Education approve the minutes of the May 1, 2025 regular meeting.

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

Page 62 Recommend the Board of Education approve/ratify the warrant register, provided under separate cover.

III.B.2. 2025/2026 Applications to Operate Fundraising Activities and Other Activities for the Benefit of Students

Page 63 Recommend the Board of Education approve/ratify the 2025/2026 applications to operate fundraising activities and other activities for the benefit of students.

III.B.3. Fundraising Activities

Page 65 Recommend the Board of Education approve/ratify the fundraising activities.

III.B.4. Donations

Page 68 Recommend the Board of Education accept the donations.

III.B.5. Legal Services

Page 70 Recommend the Board of Education approve payment for legal services to the law office of Atkinson, Andelson, Loya, Ruud, and Romo.

III.B.6. Request for Allowance of Attendance Due to Emergency Conditions, Form J-13A

Page 71 Recommend the Board of Education approve the Request for Allowance of Attendance Due to Emergency Conditions, Form J-13A related to a series of wildfires in Southern California.

III.B.7. Request for Allowance of Attendance Due to Emergency Conditions, Form J-13A

Page 72 Recommend the Board of Education approve the Request for Allowance of Attendance Due to Emergency Conditions, Form J-13A related to SoCal Edison shutting down power lines because of high winds in the area.

III.C. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT**III.C.1. Student Readmission Cases 23/24-70, 24/25-03, 24/25-06, 24/25-08, 24/25-16, 24/25-17, 24/25-23, 24/25-24, 24/25-30, 24/25-31, 24/25-33, and 24/25-35**

Page 73

Recommend the Board of Education approve student readmission cases Student Readmission Cases 23/24-70, 24/25-03, 24/25-06, 24/25-08, 24/25-16, 24/25-17, 24/25-23, 24/25-24, 24/25-30, 24/25-31, 24/25-33, and 24/25-35.

III.C.2. Student Expulsion Cases 24/25-60, 24/25-64, and 24/25-66

Page 74

Recommend the Board of Education approve student expulsion cases 24/25-60, 24/25-64, and 24/25-66.

III.C.3. School Sponsored Trips

Page 75

Recommend the Board of Education approve/ratify the school-sponsored trips for Glenmeade ES and Chino Hills HS.

III.C.4. Revision of Board Policy 6159.1 Instruction-Procedural Safeguards and Complaints for Special Education

Page 76

Recommend the Board of Education approve the revision of Board Policy 6159.1 Instruction-Procedural Safeguards and Complaints for Special Education.

III.D. FACILITIES, PLANNING, AND OPERATIONS**III.D.1. Purchase Order Register**

Page 79

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

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

Page 80

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

III.D.3. Resolution 2024/2025-69, Authorization to Utilize a Piggyback Contract

Page 86

Recommend the Board of Education adopt Resolution 2024/2025-69, Authorization to Utilize a Piggyback Contract.

III.D.4. Change Orders and Notices of Completion for CUPCCAA Projects

Page 90

Recommend the Board of Education approve the Change Orders and Notices of Completion for CUPCCAA Projects.

III.D.5. Change Order and Notice of Completion for Bid No. 24-25-01F, Chino HS Small Gym Floor Removal and Replacement

Page 92

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 24-25-01F, Chino HS Small Gym Floor Removal and Replacement.

- III.D.6. Notice of Completion for Network Equipment—Technology Phase 1**
Page 96 Recommend the Board of Education approve the Notice of Completion for Network Equipment—Technology Phase 1.
- III.D.7. Notice of Completion for Network Equipment—Technology Phase 2**
Page 97 Recommend the Board of Education approve the Notice of Completion for Network Equipment—Technology Phase 2.
- III.D.8. Notice of Completion for New District Office Low Voltage Project**
Page 98 Recommend the Board of Education approve the Notice of Completion for New District Office Low Voltage Project.
- III.D.9. Award of Bid No. 24-25-05F, Don Lugo HS New Gym Lobby**
Page 99 Recommend the Board of Education award Bid No. 24-25-05F, Don Lugo HS New Gym Lobby to Integrated Demolition Remediation, Inc.; Spec Construction, Inc.; Canyon Steel Fabricators, Inc.; Exclusive Metal, Inc.; Golden Glass, Inc.; Mirage Builders; Floored Tile & Stone, ProSpectra Contract Flooring, D&M Painting, Inc.; Patriot Contracting & Engineering, West Point Fire Protection, Inc.; JPI Development Group, Inc.; RAN Enterprises, Inc.; Southern California West Coast Electric, and Crew, Inc.
- III.D.10. Award of Bid No. 24-25-08F, Don Lugo HS Painting Project**
Page 101 Recommend the Board of Education award Bid No. 24-25-08F, Don Lugo HS Painting Project to Tony Painting.
- III.E. HUMAN RESOURCES**
- III.E.1. Certificated/Classified Personnel Items**
Page 103 Recommend the Board of Education approve/ratify the certificated/classified personnel items.
- III.E.2. Rejection of Claims**
Page 113 Recommend the Board of Education reject the claims and refer them to the District's insurance adjuster.
- III.E.3. Revisions to Board Policy 1312.3—Uniform Complaint Procedures**
Page 114 Recommend the Board of Education approve the revisions to Board Policy 1312.3—Uniform Complaint Procedures.
- III.E.4. Revisions to Board Policy 4030—Nondiscrimination in Employment**
Page 123 Recommend the Board of Education approve the revisions to Board Policy 4030—Nondiscrimination in Employment.
- III.E.5. Learning Site Agreement with Cal-State University, San Bernardino**
Page 129 Recommend the Board of Education approve the Learning Site Agreement with Cal-State University, San Bernardino.

IV. INFORMATION**IV.A. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT****IV.A.1. Reading Difficulties Risk Screener Adoption for Grades K-2**

Page 136 Recommend the Board of Education receive for information the following screener for Reading Difficulties Risk Screener Adoption for Grades K-2: *Amira* published by Amira Learning, serves students in grades K-2, and is offered in English and Spanish.

IV.A.2. Course Revision: Integrated Mathematics 3 Honors/Precalculus

Page 138 Recommend the Board of Education receive for information the course revision for Integrated Mathematics 3 Honors/Precalculus.

IV.A.3. Multi Track Year-Round Student Attendance Calendars for the 2026/2027, 2027/2028, and 2028/2029 school years

Page 155 Recommend the Board of Education receive for information the Multi Track Year-Round Student Attendance Calendars for the 2026/2027, 2027/2028, and 2028/2029 school years.

IV.A.4. Boys Republic HS and Chino Valley Adult School Student Attendance Calendars for the 2026/2027, 2027/2028, and 2028/2029 School Years

Page 159 Recommend the Board of Education receive for information the Boys Republic HS and Chino Valley Adult School Student Attendance Calendars for the 2026/2027, 2027/2028, and 2028/2029 School Years.

IV.A.5. San Bernardino County Superintendent of Schools Williams Findings Decile 1-3 Schools Third Quarterly Report 2024/2025

Page 166 Recommend the Board of Education receive for information the San Bernardino County Superintendent of Schools Williams Findings Decile 1-3 Schools Third Quarterly Report 2024/2025.

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: May 15, 2025

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Luke Hackney, Assistant Superintendent, Curriculum, Instruction,
Innovation, and Support
Stephanie Johnson, Director, Student Support Services

SUBJECT: 2025/2026 STUDENT MEMBER ON THE BOARD OF EDUCATION

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BACKGROUND

Historically, a student member on the Board of Education has provided constructive student participation at Board meetings. Furthermore, having a student seated on the Board of Education reflects student rights and responsibilities and serves as a vehicle for responsible leadership development. The student member on the Board of Education rotates each school year.

The student member on the Board of Education will be announced at the Board meeting prior to the end of the current school year and is eligible to be seated at the beginning of the following school year upon taking the oath of office as a student board member.

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

RECOMMENDATION

It is recommended the Board of Education approve Phoenix Kim from Chino Hills HS as the 2025/2026 Student Member on the Board of Education and administer the oath of office.

FISCAL IMPACT

None.

NE:LH:SJ:gks

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: May 15, 2025

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: **AMENDED FACILITIES MEMORANDUM OF UNDERSTANDING BY AND BETWEEN CHINO VALLEY UNIFIED SCHOOL DISTRICT AND ALLEGIANCE STEAM ACADEMY – THRIVE, 2025/2026**

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BACKGROUND

On January 28, 2025, pursuant to the requirements of Education Code Section 47614 and its implementing regulations, the District sent Allegiance STEAM Academy-Thrive (ASA) its Proposition 39 Amended Facilities Memorandum of Understanding (MOU) for ASA's use of the former El Rancho ES site.

On April 14, 2025, the ASA Board of Directors approved the Facilities MOU by a vote of 5-0.

On May 1, 2025, the District received the executed Facilities MOU from Dr. Sebastian Cagnetta, CEO of ASA.

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

RECOMMENDATION

It is recommended the Board of Education approve the Amended Facilities Memorandum of Understanding by and between Chino Valley Unified School District and Allegiance STEAM Academy – Thrive, 2025/2026.

FISCAL IMPACT

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

**AMENDED FACILITIES MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CHINO VALLEY UNIFIED SCHOOL DISTRICT AND
ALLEGIANCE STEAM ACADEMY-THRIVE
2025-2026**

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

RECITALS

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

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

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

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

WHEREAS, effective July 9, 2021, pursuant to Education Code § 47607.4, the term of ASA’s charter was extended by two years;

WHEREAS, effective July 10, 2023, pursuant to Education Code § 47607.4 as amended, the term of ASA’s charter was extended an additional year until June 30, 2028;

WHEREAS, on October 31, 2024, ASA submitted to the District a request for school facilities under the provisions of Education Code § 47614 and its implementing regulations as set forth in Title 5 of the California Code of Regulations § 11969.9(a) *et seq.* (the “Proposition 39 Request”) for the 2025-2026 school year;

WHEREAS, on January 28, 2025, pursuant to the requirements of Education Code § 47614 and its implementing regulations, the District offered to provide ASA with facilities sufficient to house ASA’s in-District students (“Preliminary Proposal”);

WHEREAS, on or before April 1, 2025, pursuant to the requirements of Education Code § 47614 and its implementing regulations, the District sent ASA its Final Notification of Facilities Offered, which provides ASA with facilities sufficient to house ASA's in-District students ("Final Notification");

WHEREAS, the District and ASA enter into this Agreement for ASA's use of facilities ("Allocated Space") located at 5862 C Street, Chino, California ("El Rancho school site") for the 2025-2026 school year; and

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

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

1. Term. The Term of this Agreement ("Term") is for eight (8) years, beginning July 1, 2020 and shall be conterminous with the current charter of ASA, expiring June 30, 2028. Upon the termination of this Agreement, the right to exclusive use of the Allocated Space shall revert to the District (except for any furniture, equipment, or furnishings owned by ASA), unless the Parties extend this Agreement or enter into a subsequent agreement for ASA's use of the Allocated Space.

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

A. Exclusive Use. As depicted in **Exhibit A Site Plan**, the facilities to be provided by the District to ASA for ASA's exclusive use for the 2025-2026 school year of the Term include the following:

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



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

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

The District's site plan reflects ASA's lease and use of an additional three portable classrooms, for a total of thirty-six (36) classrooms available for ASA to use during the 2025-2026 school year.

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

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



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

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

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

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

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

I. Full and Complete Satisfaction. ASA agrees that the provision of the Allocated Space pursuant to this Agreement constitutes full and complete satisfaction of the District's obligation to provide facilities, including furnishings and equipment, to ASA under Education Code § 47614 and the Proposition 39 regulations for each year of the Term. ASA agrees that, by accepting the Allocated Space, ASA certifies that the District has fully and completely satisfied the District's obligation to provide facilities, including furnishings and equipment, to ASA under Education Code § 47614 and all Proposition 39 implementing regulations for each year of the Term. ASA waives and forever releases the District regarding any allegation that the District has taken any actions to impede ASA from expanding its enrollment to meet pupil demand for the Term. Furthermore, ASA waives any rights it may have to subsequently object to the District's perceived failure to offer facilities, including furnishings and equipment, in accordance with applicable law and waives any rights it may have to challenge those aspects of the District's offer of facilities, including furnishings and equipment, that ASA believes would violate the substantive or procedural requirements of Proposition 39 and its implementing regulations.

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

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

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

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

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

M. Utilities. ASA shall be responsible for payment of utility services costs during ASA's use of the Allocated Space during the Term. The District shall secure all necessary utility services (such as water, sewer, power, gas, pest management and insect control, security monitoring/alarm, fire extinguisher maintenance, trash collection and disposal, internet, telephone, cable, etc.) and bill ASA for 100% of all utility costs each month during the Term. ASA shall promptly make payment of the invoice to the "Chino Valley Unified School District" and deliver said payment to the CVUSD Associate Superintendent of Business Services within thirty (30) calendar days of receipt of such invoice from the District. Should ASA acquire Additional Facilities (see § 2.B.) which increase utility services costs, ASA shall be responsible for paying the increased utility services costs.

N. Computer Network and Internet Services. The District provided ASA a reasonably equivalent Computer Network for the Allocated Space, which includes the network infrastructure, a firewall, and an operational phone and intercom system, but does not include the District providing any servers to ASA. If ASA accepts the District's April 1, 2025 Final

Notification of Facilities Offered, ASA agrees it will annually enter into a Computer Network Memorandum of Understanding at the District's request, for the Term of the Amended Facilities Memorandum of Understanding.

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

P. Reporting ADA to District. As required under 5 C.C.R. § 11969.9(1), ASA must report its actual ADA to the District every time that ASA reports ADA for apportionment purposes. ASA's reports must include in-District and total ADA and in-District and total classroom ADA. ASA must maintain records documenting the data contained in ADA reports. All such records shall be available on request by the District. Additionally, the District may request backup documentation confirming ASA's in-District ADA in a manner that is reasonably acceptable to the District at any time.

3. Fees.

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

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

C. ASA acknowledges that late payment of the oversight fee to the District will cause the District to incur costs not contemplated by this Agreement, the exact amount of which will be difficult to ascertain. Those costs include, but are not limited to, processing and accounting charges. Accordingly, if the District does not receive the oversight fee from ASA by 4:00 PM within ten (10) calendar days after the date the payment is due, ASA shall pay to the District, as additional sums due, a late charge equal to five percent (5%) of the overdue amount. The Parties hereby agree that any late charge assessed to ASA shall represent a fair and reasonable estimate of the costs District will incur by reason of late payment by ASA. Acceptance of late sums by the District shall in no event constitute a waiver of ASA's default with respect to any overdue amount, nor prevent District from exercising any of its other rights and remedies granted hereunder.

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

list in the same manner as it would include any other District facilities on the District's deferred maintenance list.

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

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

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

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

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

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

provision of this Agreement, such written consent shall be obtained exclusively from the District's Superintendent or designated representative, and consent obtained from any other source shall be invalid.

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

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

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

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

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

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

7. Signs. ASA shall, at ASA's sole cost, have the right to place one sign to be mounted on an existing building on the Allocated Space stating ASA's charter school name and other pertinent information, a sign indicating the main office of ASA, and other directional signs as appropriate, provided ASA obtains the prior written approval and consent of District. The signage shall not require any improvements or modifications to the Allocated Space in order to erect such signage. ASA's signs shall be in compliance with all District standards and ASA's receipt of any applicable permits and approvals required under any municipal or other governmental laws, ordinances, rules or regulations. Throughout the Term of the Agreement, ASA shall, at its sole cost and expense, maintain all of its signage and all appurtenances in good condition and repair. At the termination of the Agreement, ASA shall remove all signs which it has placed on the Allocated Space, and shall repair any damage caused by the installation or removal of ASA's signs.


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

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

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

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

D. Any of ASA's personal property not so removed on or before the end of the Term shall be deemed abandoned by ASA and associated costs to store, remove, or dispose of ASA's

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abandoned property shall be the financial responsibility of ASA. After ten (10) business days and after written notification to ASA, any and all ASA personal property shall, at the option of District, automatically become the property of the District upon the expiration or termination of this Agreement or fifteen (15) business days after written notification to ASA. Thereafter, the District may retain or dispose of ASA's personal property in any manner without any further notice or liability whatsoever to ASA.

9. Holding Over. ASA will not be permitted to hold over possession of the Allocated Space after the date of the expiration of this Agreement or earlier termination of this Agreement without the express written consent of the District, which consent by the District may withhold in its sole and absolute discretion. Any holdover by ASA shall constitute a breach of this Agreement by ASA entitling District to pursue any and all remedies available at law and in equity, including without limitation consequential damages resulting therefrom. During any holdover period, ASA shall not occupy and use the Allocated Space during the hold over period except to remove ASA's personal property and alterations or improvements as coordinated with the District. No payment of money by ASA after termination of this Agreement, or after the giving of notice of termination by the District to ASA shall reinstate, continue or extend the Term.

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

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

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

13. School Safety Plan. ASA must develop and submit to the District by September 1, 2025 a School Safety Plan that complies with Education Code §§ 32280-32289 and is consistent with the California Department of Education's "*Compliance Checklist for a Comprehensive School Safety Plan.*"

14. Condition of Subject Property. The District is not aware of any defect in or condition of the El Rancho school site that would prevent ASA's use of the Allocated Space for ASA's educational purposes. The District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the El Rancho school site that calls into question the appropriateness or sufficiency of the El Rancho school site for their intended purpose. ASA, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to ASA's use and occupancy of the Allocated Space including, without limitation, those relating to health, safety, noise, environmental protection, zoning compliance and approvals, waste disposal, water and air quality compliance, building codes, fire codes, and environmental laws including asbestos, lead, etc., triggered by ASA's use of the Allocated Space or any alterations, additional, improvements, or modifications to the Allocated Space made by ASA with the District's approval.

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

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

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

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

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

16. Insurance.

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

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

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

liability, employer's liability, cyber liability, fiduciary liability, and errors and omissions insurance.

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

security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- xiii. **Endorsement** - The General Liability Insurance, Sexual Abuse and Molestation Insurance, and Automobile Liability Insurance policies are to contain the following provisions:

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

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

- xiv. **Provision of Certificates of Insurance Policies** - ASA shall provide the District with a certificate(s) of the above listed insurance policies verifying such insurance and the terms described herein no later than July 1, 2025. ASA shall not be allowed to occupy the Allocated Space until it has provided all required insurance documentation.
- xv. **Expiration/Cancellation of Insurance Policies** - ASA shall, at least twenty (20) calendar days prior to the expiration of all such policies, furnish the District with renewals or binders. No such policy shall be cancelable or subject to reduction of coverage or other modification or cancellation except after thirty (30) calendar days prior written notice to the District by the insurer.
- xvi. **Notice of Deductibles and Self-Insured Retentions** - ASA agrees that any deductibles or self-insured retentions must be declared to and approved by the District.

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

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

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

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

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

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

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

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

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

- iii. Any claim by a third party that the District is responsible for any actions by ASA in connection with any use or occupancy of the Allocated Space or in any way related to this Agreement.

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

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

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

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

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

18. Damage and Destruction of Facilities.

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


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

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

19. Termination.

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

- i. A default and material breach of this Agreement includes but is not necessarily limited to the occurrence of one or more of the following events:
 1. Any failure by ASA to make payments required to be paid hereunder, where such failure continues for thirty (30) calendar days after written notice by the District to ASA;
 2. The abandonment of the Allocated Space by ASA where such abandonment of the Allocated Space continues for fifteen (15) calendar days after written notice by the District to ASA;

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

failure shall continue for a period of fifteen (15) calendar days after receipt of written notice thereof by the District to ASA;

8. The assignment, subletting, or transfer of this Agreement in violation of Section 28 of this Agreement.

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

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

performance by the District of ASA's covenants or obligations shall not waive or cure such default. All out-of-pocket, reasonable costs and expenses incurred by the District in collecting payments due, or enforcing obligations of ASA under this Agreement shall be timely paid by ASA to the District after ASA receives an invoice from the District.

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

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

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

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

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

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

If to the District:

Chino Valley Unified School District
13461 Ramona Ave
Chino, CA 91710
Attention: Associate Superintendent, Business Services

If to ASA:

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

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

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

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

B. Hazardous Materials. ASA shall at all times comply with all Environmental Laws relating to industrial hygiene and environmental conditions on, under, or about the Allocated Space, including but not limited to air, soil, and ground water conditions. ASA shall not cause or permit any Hazardous Material to be generated, manufactured, handled, brought onto, used, stored, or disposed of in or about the Allocated Space and any improvements by ASA or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office, classroom and janitorial supplies (which shall be used and stored in strict compliance with Environmental Laws). As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Materials" includes, without limitation, gasoline, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, § 66261.30 et seq. (ii) defined as a "hazardous waste" pursuant to § (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. (42 U.S.C. 6903), or (iii) defined as a "hazardous substance" pursuant to § 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. (42 U.S.C. 9601). As used herein, the term "Environmental Laws" shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality

Control Board, and the California Department of Health Services) which regulates the use, storage, and release or disposal of any Hazardous Material.

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

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

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

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

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

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

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

26. 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.

27. Entire Agreement of Parties. This Amended Facilities Memorandum of Understanding, together with its attachment, and the District's April 1, 2025 Final Notification of Facilities Offered constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written, regarding ASA's use of the Allocated Space and/or other District facilities. In the event of a conflict between this Amended Facilities Memorandum of Understanding and ASA's January 6, 2020 renewal charter petition, this Amended Facilities Memorandum of Understanding shall control. This Amended Facilities Memorandum of Understanding may be amended or modified only by a written instrument executed by both Parties.

28. Legal Interpretation. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be filed in the Superior Court of San Bernardino County, California. The Parties expressly understand and agree that this Agreement is not intended by the Parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. ASA acknowledges that a non-exclusive license is a valid form of agreement for use of the Allocated Space and shall not contest the validity of the form of this Agreement in any action

or proceeding brought by ASA against the District, or by the District against ASA. Should either Party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other Party's failure or refusal to perform or fulfill any of the covenants or conditions of this Agreement on its part to be performed or fulfilled, the Parties agree that the legal rules and principles applicable to licenses shall govern any such action or proceedings.

29. 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.

30. 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.

31. 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.

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

33. 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.

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

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

36. 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.

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

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

NE: _____
SC: 

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

**CHINO VALLEY UNIFIED
SCHOOL DISTRICT**

Dr. Norm Enfield
Superintendent

_____. 2025
Date

**ALLEGIANCE STEAM
ACADEMY-THRIVE**

Dr. Sebastian Cognetta
Chief Executive Officer

*Apr. 14*_____. 2025
Date

NE: _____
SC: 

Approved and ratified on _____, 2025 by the Chino Valley Unified School District Board of Education by the following vote:

AYES: _____

NOES: _____

Abstentions: _____

Dr. Norm Enfield
Superintendent

Approved and ratified on April 14th, 2025 by the Allegiance STEAM Academy Inc. Board of Directors by the following vote:

AYES: _____

5

NOES: _____

Abstentions: _____



Dr. Sebastian Cagnetta
Chief Executive Officer

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 15, 2025

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Grace Park, Ed.D., Deputy Superintendent
Vanessa Acuña, Ed.D., Director, Human Resources
Joe Durkin, Director, Human Resources

**SUBJECT: PUBLIC HEARING AND RATIFICATION OF THE TENTATIVE
AGREEMENT BETWEEN THE CHINO VALLEY UNIFIED SCHOOL
DISTRICT AND THE ASSOCIATED CHINO TEACHERS (A.C.T.)
FOR A SUCCESSOR AGREEMENT EFFECTIVE JULY 1, 2025**

=====

BACKGROUND

On April 24, 2025, the Chino Valley Unified School District and the Associated Chino Teachers (A.C.T.) reached a tentative agreement for the successor to the Collective Bargaining Agreement, effective July 1, 2025.

The District has provided the necessary Notice to the Public and fiscal disclosure documents, AB1200, of this pending action item. Additionally, the Board is required to conduct a public hearing in order to receive public input prior to any Board action.

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

RECOMMENDATION

It is recommended the Board of Education conduct a public hearing and ratify the tentative agreement between the Chino Valley Unified School District and the Associated Chino Teachers (A.C.T.) for a successor agreement effective July 1, 2025.

FISCAL IMPACT

See Form for Public Disclosure of Proposed Collective Bargaining Agreement for a full financial disclosure.

NE:GP:VA:JD:jw

**CHINO VALLEY UNIFIED SCHOOL DISTRICT
AND THE
ASSOCIATED CHINO TEACHERS
REGARDING SUCCESSOR NEGOTIATIONS TO THE COLLECTIVE BARGAINING
AGREEMENT**

**Tentative Agreement
April 24, 2025**

ARTICLE 1: AGREEMENT

NOTATION:

The parties agree to use throughout the Agreement those same spellings, punctuation, grammar, references, titles, etc., to which they have agreed. Further, the parties agreed to consider all other editorial changes prior to distribution of the Agreement, as long as those changes do not alter the intent or scope of the Agreement. The parties agree that the “numbering” within the Articles need to be reviewed and adjusted as necessary.

- 1.1 Except as specifically provided herein, this agreement shall remain in full force and effect from ~~July 1, 2022, through June 30, 2025~~ **JULY 1, 2025, THROUGH JUNE 30, 2028**.
- 1.2 This agreement is closed for the ~~2022-2023~~ **2025-2026** school year, but subject to ~~reopeners~~ **REOPENERS** for the ~~2023-2024~~ **2026-2027** and ~~2024-2025~~ **2027-2028** school years. During each reopener year, the Association and the District may each submit three (3) ~~FOUR (4)~~ articles of the agreement for negotiation, one of which shall be Article 17.
- ~~1.2.1 Both parties agree that we will continue to bargain contract language for psychologists, behavioral health counselors, and behavioral intervention counselors throughout the 2022-2023 school year. If not concluded by June 30, 2023, the parties will continue to bargain and it will not count as either party's allotted reopener articles.~~

ARTICLE 3

Article 3.10: Association Rights

~~A maximum of fourteen (14) days release time per school year~~ **THE DISTRICT SHALL GRANT RELEASE TIME** ~~may~~ to be utilized by **BARGAINING UNIT** members ~~of the bargaining unit~~ other than the Association President, as designated by the Association, for attendance at local, state, national meetings/conferences and for attendance at community and civic organization meetings or for conducting other business pertinent to Association affairs. **THE ASSOCIATION AGREES TO REIMBURSE THE DISTRICT FOR THE FULL COST OF THE SUBSTITUTE(S) REQUIRED TO COVER SUCH RELEASE TIME.** Any day for which the District does not provide a substitute shall not be charged against the Association release days. In addition, the Association President shall be provided contract maintenance time to conduct Association business and grievance processing on a full-time basis. This full-time release provision may be divided between two-unit members on a fractional basis not to exceed one full-time equivalent, subject to the mutual agreement of both the District and Association, on an annual basis. The Association shall reimburse the District for the time of the Association President ~~IN~~

~~THE AMOUNT OF ONE FULL-TIME EQUIVALENT TEACHER BACKFILLING IN THE ASSOCIATION PRESIDENT'S TEACHING ASSIGNMENT.~~ as follows: ~~60~~ 65% of the salary shown in group two, step one. The utilization of contract maintenance time and staffing arrangements shall be annually reviewed and agreed to by the parties. The Association President's contracted work year shall ~~MAY~~ be extended by ~~UP TO twenty~~ TEN (20 10) additional days for contract maintenance purposes and other Association business ~~AND PAID BY THE ASSOCIATION.~~ The utilization of these days shall be determined by the Association.

ARTICLE 7: CLASS SIZE

7.1.4 Unit members teaching combination classes shall be paid a stipend of ~~\$2,000.00~~ \$3,000.00 per year in accordance with Section 7.2.1. The ~~\$2,000.00~~ \$3,000.00 stipend will be prorated if the combination class begins after the first student day of the school year or is disbanded during the school year. The stipend shall be divided into two payments; one no later than February 1, the second shall be no later than July 1 of each school year. Annually, the District shall offer voluntary training for elementary teachers with respect to organizing and teaching combination classes. Combination class training shall not be a prerequisite to a teacher receiving a combination class assignment.

7.2 DAILY TEACHING/CLASS LOADS

For each pupil in excess of the average numbers stated below, the teacher is to receive payment of TEN ~~five~~ dollars (~~\$5.00~~ \$10.00) per pupil for each day that number is exceeded. This additional pay shall be provided retroactively to the first day the excess student(s) entered the class unless the class level falls at or below the average number by the ninth (9th) school day at the K-6 grade level and by the fourteenth (14th) school day at the 7-12 grade level based on District attendance records. This additional payment, which is to be determined on the basis of official District daily enrollment records and an accounting form to be adopted by the mutual agreement of the parties, shall be provided at the end of the first and second semesters in the same manner as other stipends. In the case of conflicting records between the District and the teacher, the District and the Association shall meet to resolve the issue.

ARTICLE 12: WORKING CONDITIONS

12.22 THE DISTRICT SHALL PROVIDE ALL SPECIAL EDUCATION TEACHING STAFF WITH TRAINING IN NONVIOLENT CRISIS INTERVENTION TECHNIQUES, CONSISTENT WITH THE STANDARDS ESTABLISHED BY THE CRISIS PREVENTION INSTITUTE (CPI) OR A COMPARABLE PROGRAM. SUCH TRAINING SHALL BE PROVIDED NO LESS THAN ONCE EVERY TWO (2) YEARS AND SHALL INCLUDE DE-ESCALATION STRATEGIES, PERSONAL SAFETY TECHNIQUES, AND APPROPRIATE PHYSICAL INTERVENTIONS, AS APPLICABLE TO THE INSTRUCTIONAL ENVIRONMENT.

[Initial implementation of CPI training shall occur across several years to ensure there is not a lapse in the expiration of all CPI certification at the same time.]

12.22.1 TRAINING FOR ALL SPECIAL EDUCATION TEACHING STAFF SHALL BE PROVIDED AT NO COST TO THE UNIT MEMBER AND SHALL OCCUR DURING REGULAR CONTRACT HOURS WHENEVER POSSIBLE. ANY TRAINING REQUIRED OUTSIDE OF REGULAR CONTRACT HOURS SHALL BE COMPENSATED AT THE CONTRACTUAL HOURLY INSTRUCTION RATE.

12.22.2 NEWLY HIRED SPECIAL EDUCATION TEACHERS SHALL RECEIVE CPI TRAINING WITHIN THEIR FIRST NINETY (90) DAYS OF EMPLOYMENT, AND REFRESHER COURSES SHALL BE MADE AVAILABLE TO RETURNING STAFF AS REQUIRED TO MAINTAIN CERTIFICATION. THE NINETY (90) DAYS MAY BE EXTENDED FOR SPECIAL EDUCATION TEACHERS HIRED AFTER THE BEGINNING OF THE SCHOOL YEAR.

12.23 THE DISTRICT SHALL PROVIDE BARGAINING UNIT MEMBERS WITH THE FOLLOWING SAFETY-RELATED INFORMATION ANNUALLY:

- SCHOOL SITE ABRIDGED SAFETY PLAN
SCHOOL SITE ABRIDGED SAFETY PLAN WILL BE AVAILABLE UPON REQUEST.**
- EDUCATION CODE REQUIREMENTS REGARDING REFERRALS AND DISCIPLINE
THIS INFORMATION WILL BE SHARED ELECTRONICALLY AT THE BEGINNING OF EACH SCHOOL YEAR.**
- WORKPLACE VIOLENCE PREVENTION PLAN
THIS INFORMATION WILL BE SHARED ELECTRONICALLY AT THE BEGINNING OF EACH SCHOOL YEAR.**

The District and the Association shall address the provision of emergency classroom safety supplies through a Memorandum of Understanding (MOU), to be developed and agreed upon no later than June 9, 2025.

ARTICLE 14: HOURS

14.9.4 IN THE EVENT A SCHOOL NURSE IS ASSIGNED OR DIRECTED BY THE DISTRICT TO PROVIDE IN PERSON SUBSTITUTE COVERAGE AT A SITE OTHER THAN THEIR REGULAR ASSIGNMENT, THE NURSE SHALL RECEIVE ADDITIONAL COMPENSATION AT THE HOURLY INSTRUCTIONAL RATE FOR THEIR TIME OF SERVICE.

14.14 THE DISTRICT SHALL OFFER TWO (2) ADDITIONAL VOLUNTARY WORKDAYS FOR NURSES DIRECTLY PRIOR TO THEIR CONTRACTED WORK YEAR. PARTICIPATION SHALL BE AT THE DISCRETION OF THE UNIT MEMBER AND COMPENSATED AT THE HOURLY INSTRUCTIONAL RATE.

THE USE OF TIME DURING THESE VOLUNTARY WORKDAYS SHALL BE DETERMINED BY THE UNIT MEMBER AND SHALL BE USED EXCLUSIVELY FOR TASKS INCLUDING, BUT NOT LIMITED TO:

- **DEVELOPING STUDENT EMERGENCY CARE PLANS**
- **DEVELOPING INDIVIDUALIZED HEALTH CARE PLANS FOR STUDENTS**
- **CHECKING IN AND REVIEWING STUDENT MEDICATION**
- **REVIEWING IMMUNIZATION COMPLIANCE**
- **CONDUCTING TRAINING**

ARTICLE 17: COMPENSATION AND HEALTH AND WELFARE BENEFITS

17.2 SALARY & FRINGE BENEFITS AGREEMENT

2023-2024

~~8.22% on schedule salary increase for 2023-2024 school year effective July 1, 2023.~~

2025-2026

EFFECTIVE JULY 1, 2025, ALL SALARY SCHEDULES FOR UNIT MEMBERS SHALL BE INCREASED BY TWO AND ONE-QUARTER PERCENT (2.25%), OR BY THE FUNDED STATUTORY COST-OF-LIVING ADJUSTMENT (COLA) APPLIED TO THE LOCAL CONTROL FUNDING FORMULA (LCFF) AS ENACTED IN THE CALIFORNIA STATE BUDGET FOR THE CORRESPONDING FISCAL YEAR, WHICHEVER IS GREATER.

FOR PURPOSES OF THIS PROVISION, THE APPLICABLE COLA SHALL BE BASED ON THE PERCENTAGE ESTABLISHED IN THE CALIFORNIA DEPARTMENT OF FINANCE'S OFFICIAL LCFF COLA PROJECTION FOR THE 2025-2026 FISCAL YEAR, PROVIDED THE COLA IS FUNDED.

- 17.3 Rates reflected in Appendix C shall be adjusted annually at the same rate as the rate of change applied to the certificated salary schedule in Appendix B.

ARTICLE 22: PROFESSIONAL LEARNING COMMUNICATIONS

- 22.5 Regularly scheduled SECONDARY PLC meetings shall not be scheduled during the first two (2) full weeks of the student instructional attendance calendar to allow staff to complete district mandated trainings.

THE DISTRICT AND THE ASSOCIATION AGREE THAT ELEMENTARY (TK THROUGH 6TH GRADE) UNIT MEMBERS SHALL BE ALLOCATED THREE (3) REGULARLY SCHEDULED FORTY-FIVE (45) MINUTES PROFESSIONAL LEARNING COMMUNITY (PLC) SESSIONS DURING THE FIRST TRIMESTER IN WHICH NO PLC MEETING SHALL BE HELD. THESE DESIGNATED NON-

PLC DAYS ARE INTENDED TO PROVIDE UNIT MEMBERS WITH ADDITIONAL TIME FOR PLANNING, COLLABORATION, OR OTHER PROFESSIONAL RESPONSIBILITIES AS DETERMINED BY THE UNIT MEMBER. THE FIRST TRIMESTER PLC DATES MAY INCLUDE, BUT NOT BE LIMITED TO:

- ONE OR BOTH OF THE FIRST TWO (2) REGULARLY SCHEDULED PLC DATES THAT HAVE TRADITIONALLY BEEN USED TO WORK ON DISTRICT MANDATED TRAINING.
- ONE (1) REGULARLY SCHEDULED PLC MEETING DURING PARENT TEACHER CONFERENCE WEEK.
- ONE (1) REGULARLY SCHEDULED PLC MEETING DURING THE FIRST TRIMESTER GRADE INPUT WINDOW.

EACH SITE SHALL SELECT THREE (3) NON-PLC DATES WHICH SHALL BE DETERMINED BY A SIMPLE MAJORITY VOTE OF UNIT MEMBERS AT EACH SITE, CONDUCTED BY AN ASSOCIATION REPRESENTATIVE PRIOR TO THE END OF THE PRECEDING SCHOOL YEAR. THE SELECTED DATES SHALL BE COMMUNICATED TO SITE ADMINISTRATION NO LATER THAN THE END OF THE PRECEDING SCHOOL YEAR. ONCE SELECTED, NO MANDATORY PLC MEETINGS SHALL BE SCHEDULED ON THOSE DAYS.

22.6 Elementary unit members, grades TK through six (6), shall receive one regularly scheduled PLC (forty-five (45) minutes) **DURING THE SECOND AND THIRD TRIMESTER** ~~per trimester~~ (total of ~~three (3)~~ **TWO (2)** per school year) to input grades into the District learning management system. This regularly scheduled PLC must be taken one working week prior to or following the close of each trimester grading period and shall be scheduled by a majority vote of unit members at each site. Unit members shall communicate their selected dates to their site administrator.

ARTICLE 24: SPECIAL EDUCATION

24.2 CLASS SIZE

24.2.1 THE DISTRICT SHALL MAKE A GOOD FAITH EFFORT TO CONFIGURE ELEMENTARY (GRADES 1 THROUGH 6) SPECIAL DAY CLASSES (SDC) TO INCLUDE NO MORE THAN TWO (2) CONSECUTIVE GRADE LEVELS PER CLASSROOM.

24.2.2 IN THE EVENT THAT AN ELEMENTARY SDC CLASSROOM MUST EXCEED TWO (2) CONSECUTIVE GRADE LEVELS DUE TO ENROLLMENT TRENDS, STAFFING LIMITATIONS, OR OTHER OPERATIONAL CONSTRAINTS, THE FOLLOWING PROVISION SHALL APPLY:

- A.** THE UNIT MEMBER SHALL BE PAID THE COMBINATION CLASS STIPEND OF \$3,000.00 IN ACCORDANCE WITH 7.1.4.

24.3 FLEXIBLE EDUCATIONAL PERIOD

24.3.1 TO THE EXTENT THE MASTER SCHEDULE ALLOWS, THE DAILY SCHEDULE FOR FULL-TIME SPECIAL EDUCATION TEACHERS AT THE SECONDARY SCHOOL SHALL CONSIST OF THE FOLLOWING:

- A. FOUR (4) INSTRUCTIONAL CLASS PERIODS**
- B. ONE (1) FLEXIBLE EDUCATIONAL PERIOD**
- C. ONE (1) PREPARATION PERIOD**

THE FLEXIBLE EDUCATIONAL PERIOD SHALL BE USED AT THE DISCRETION OF THE UNIT MEMBER AND SHALL BE DESIGNATED FOR DUTIES SUCH AS IEP COORDINATION, STUDENT SUPPORT SERVICES, PARENT COMMUNICATION, PROGRESS MONITORING, DOCUMENTATION, AND COLLABORATION WITH SPECIAL EDUCATION OR SUPPORT STAFF. THIS PERIOD SHALL NOT BE USED FOR ADDITIONAL TEACHING ASSIGNMENTS OR SUPERVISORY DUTIES.

THE FLEXIBLE EDUCATIONAL PERIOD SHALL NOT INFRINGE UPON THE SPECIAL EDUCATION TEACHER FROM MEETING EACH STUDENT'S SERVICE MINUTES AND SUPPORTS OUTLINED IN THE STUDENT'S IEP.

THE PREPARATION PERIOD SHALL BE USED AT THE DISCRETION OF THE TEACHER FOR LESSON PLANNING, GRADING, INSTRUCTIONAL DEVELOPMENT, AND OTHER PROFESSIONAL RESPONSIBILITIES.

24.3.2 IN THE EVENT THAT THE MASTER SCHEDULE DOES NOT ALLOW A FULL-TIME SPECIAL EDUCATION TEACHER AT THE SECONDARY LEVEL TO HAVE A FLEXIBLE EDUCATIONAL PERIOD, THE UNIT MEMBER SHALL BE PROVIDED ADDITIONAL COMPENSATION EQUIVALENT TO ONE-SIXTH (1/6TH) OF THE INDIVIDUAL'S PER DIEM RATE OF PAY IN ACCORDANCE WITH ARTICLE 7.5.2.4.

24.2 4 COMPENSATION

24.3 5 MISCELLANEOUS

24.5.2 THE DISTRICT SHALL MAKE A GOOD FAITH EFFORT TO ENSURE EQUITABLE COLLABORATIVE CO-TEACHING ASSIGNMENTS AND PROVIDE EXTRA SUPPORT AND PROFESSIONAL DEVELOPMENT FOR TEACHERS ASSIGNED A COLLABORATIVE CLASS.

APPENDIX C: EXTRA DUTY RATES

BEGINNING THE 2026-2027 SCHOOL YEAR, THE ATHLETIC DIRECTOR SHALL BE RECLASSIFIED TO AN ADMINISTRATIVE POSITION. IN DOING SO, THE FOLLOWING PROCEDURES SHALL BE FOLLOWED:

1. THE ATHLETIC DIRECTOR SHALL BE GIVEN PRIORITY TO ASSUME THE NEW ADMINISTRATIVE POSITION AT THE CURRENT SCHOOL SITE IF THE INDIVIDUAL MEETS THE QUALIFICATIONS.
2. ANY ATHLETIC DIRECTOR WHO DOES NOT MEET THE QUALIFICATIONS OF THE ADMINISTRATIVE POSITION SHALL CHOOSE TO ASSUME FULL TEACHING DUTIES IN WHICH THE INDIVIDUAL IS QUALIFIED.
3. IF THERE ARE OPENINGS DURING THE 2025-2026 SCHOOL YEAR, THE DISTRICT SHALL FILL THE POSITION WITH AN ADMINISTRATOR WHO OVERSEES ATHLETICS.

LEVEL I

~~H.S. Athletic Director~~

LEVEL VI

H.S. GIRLS HEAD FLAG FOOTBALL

LEVEL VIII

HS HEAD GOLF (WOMEN/MEN)

HS GIRLS ASSISTANT FLAG FOOTBALL

LEVEL XII

H.S. ASST. GOLF (WOMEN/MEN)

FOR THE DISTRICT:



Grace Park
Deputy Superintendent
Human Resources

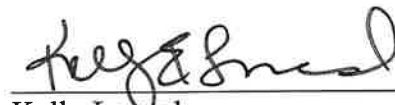
4/24/25
Date

FOR THE ASSOCIATION:



Steven Frazer
President
Associated Chino Teachers

4/24/25
Date



Kelly Larned
Vice President/Bargaining Chair
Associated Chino Teachers

4/24/25
Date

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

Chino Valley Unified School District

SCHOOL DISTRICT

Government Code Section 3547.5: **Before** a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer.

Intent of Legislation: To ensure that members of the public are informed of the major provisions of a collective bargaining agreement before it becomes binding on the school district.

(This information is pulled from the SUMMARY section of this file which should be completed FIRST)

MAJOR PROVISIONS OF PROPOSED AGREEMENT WITH THE

Association of Chino Teachers (ACT)

BARGAINING UNIT

To be acted upon by the Governing Board at its meeting on

05/15/25

A. PERIOD OF AGREEMENT:

The proposed bargaining agreement covers the period beginning and ending
for the following fiscal years

07/01/25

06/30/28

2025-26, 2026-27, 2027-28

B. TOTAL COST CHANGE TO IMPLEMENT PROPOSED AGREEMENT (SALARIES & BENEFITS)

The total change in costs for salaries and employee benefits in the proposed agreement:

1. Current Year Costs Before Agreement

\$189,814,620.00

2. Current Year Costs After Agreement

\$194,180,357.00

3. Total Cost Change

\$4,365,737.00

4. Percentage Change

2.30%

5. Value of a 1% Change

\$1,898,146.20

C. PERCENTAGE SALARY CHANGE FOR AVERAGE, REPRESENTED EMPLOYEE

The total percentage change in salary, including annual step and column movement on the salary schedule (as applicable), for the average, represented employee under this proposed agreement:

1. Salary Schedule change
(% Change To Existing Salary Schedule)
(% change for one time bonus/stipend or salary reduction)

2.30%

2. Step & Column
(Average % Change Over Prior Year Salary Schedule)

1.0%

3. TOTAL PERCENTAGE CHANGE FOR THE
AVERAGE, REPRESENTED EMPLOYEE

3.30%

4. Change in # of Work Days (+/-) Related to % Change

5. Total # of Work Days to be provided in Fiscal Year

183

6. Total # of Instructional Days to be provided in Fiscal Year
(applicable to Certificated BU agreements only)

180

**FORM FOR PUBLIC DISCLOSURE
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(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
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Chino Valley Unified School District

SCHOOL DISTRICT

D. PERCENTAGE BENEFITS CHANGE FOR BOTH STATUTORY AND DISTRICT-PROVIDED EMPLOYEE BENEFITS INCLUDED IN THIS PROPOSED AGREEMENT:

1.	Cost of Benefits Before Agreement	\$35,506,336.00
2.	Cost of Benefits After Agreement	\$36,322,982.00
3.	Percentage Change in Total Costs	2.30%

E. IMPACT OF PROPOSED AGREEMENT ON DISTRICT RESERVES

State-Recommended Minimum Reserve Level (after implementation of Proposed Agreement)

1.	Based On Total Expenditures and Other Uses in the General Fund of:	\$483,351,558.00
2.	Percentage Reserve Level State Standard for District:	3.0%
3.	Amount of State Minimum Reserve Standard:	\$14,500,546.74

SUFFICIENCY OF DISTRICT UNRESTRICTED RESERVES to meet the minimum recommended level AFTER IMPLEMENTATION OF PROPOSED AGREEMENT:

GENERAL FUND RESERVES (Fund 01 Unrestricted ONLY)

4.	Reserve for Economic Uncertainties (Object 9789)	\$35,402,839.00
5.	Unassigned/Unappropriated (Object 9790)	\$12,043,024.00
6.	Total Reserves: (Object 9789 + 9790)	\$47,445,863.00

SPECIAL RESERVE FUND (Fund 17, as applicable)

7.	Reserve for Economic Uncertainties (Object 9789)	
----	--	--

TOTAL DISTRICT RESERVES, applicable to State Minimum Reserve Standard:

8.	General Fund & Special Reserve Fund:	\$47,445,863.00
9.	Percentage of General Fund Expenditures/Uses	9.82%
	Difference between District Reserves and Minimum State Requirement	\$32,945,316.26

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
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Chino Valley Unified School District

SCHOOL DISTRICT

F. MULTIYEAR CONTRACT AGREEMENT PROVISIONS

G. FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS

The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years (including any compensation and/or noncompensation provisions specified below that have been agreed upon if the proposed agreement is part of a multi-year contract):

The assumptions used to project the available funds were provided by School Services of California dartboard, SBCSS, as well as local district assumptions.

H. NARRATIVE OF AGREEMENT

Effective July 1, 2025, all salary schedules for unit members shall be increased by two and one-quarters percent (2.25%) or by the funded statutory cost-of-living adjustment (COLA) applied to the Local Control Funding Formula (LCFF) as enacted in the California State Budget for the corresponding fiscal year, whichever is greater. For purposes of this provision, the applicable COLA shall be based on the percentage established in the California Department of Finance's official LCFF COLA projection for the 2025-2026 fiscal year, provided the COLA is funded.

I. SOURCE OF FUNDING FOR PROPOSED AGREEMENT

The following source(s) of funding have been identified to fund the proposed agreement

The District is using LCFF base funding to fund the proposed agreement.

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

Chino Valley Unified School District

SCHOOL DISTRICT

CERTIFICATION

To be signed by the District Superintendent AND Chief Business Official when submitted for Public Disclosure and by the Board President after formal action by the Governing Board on the proposed agreement.

Districts with a Qualified or Negative Certification: Per Government Code 3540.2, signatures of the District Superintendent and Chief Business Official must accompany the Summary Disclosure sent to the County Superintendent for review 10 days prior to the board meeting that will ratify the agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted for public disclosure in accordance with the requirements of AB 1200, AB 2756 and GC 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

District Superintendent - signature

Date

Chief Business Official- signature

Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on 5/15/2025 took action to approve the proposed Agreement with the Association of Chino Teachers (ACT) Bargaining Unit.

***President, Governing Board
(signature)***

Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 15, 2025

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Grace Park, Ed.D., Deputy Superintendent
Vanessa Acuña, Ed.D., Director, Human Resources
Joe Durkin, Director, Human Resources

**SUBJECT: PUBLIC NOTICE AND HEARING REGARDING THE CALIFORNIA
SCHOOL EMPLOYEES ASSOCIATION AND ITS CHINO
CHAPTER 102, INITIAL BARGAINING PROPOSAL TO THE
CHINO VALLEY UNIFIED SCHOOL DISTRICT FOR A REOPENER
COLLECTIVE BARGAINING AGREEMENT EFFECTIVE
JULY 1, 2025**

=====

BACKGROUND

The present Collective Bargaining Agreement between the Chino Valley Unified School District and the California School Employees Association (CSEA) and its Chino Chapter 102, expires on June 30, 2027. Pursuant to Article 21.1 of the Agreement, CSEA, and its Chino Chapter 102 gave notice to the District regarding its initial proposal for a reopener Collective Bargaining Agreement on May 1, 2025.

Based on Administrative Regulation 4243.1, Public Notice – Personnel Negotiations, CSEA and its Chino Chapter 102 is hereby announcing to the public its initial proposal for a reopener Collective Bargaining Agreement to be effective July 1, 2025.

CSEA desires to alter and/or amend articles as indicated and presents for public discussion in accordance with Government Code § 3547. CSEA submits the following attachment.

RECOMMENDATION

It is recommended the Board of Education give public notice and conduct a public hearing regarding the California School Employees Association and its Chino Chapter 102, initial bargaining proposal to the Chino Valley Unified School District for a reopener Collective Bargaining Agreement effective July 1, 2025.

FISCAL IMPACT

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

NE:GP:VA:JD:jw

**California School Employees Association and its Chino Chapter #102
2025-2026 Reopener Contract Proposals**

California School Employees Association and its Chapter #102 (CSEA) hereby submit our initial proposals for reopener negotiations with Chino Valley Unified School District (District), under the provisions of the current Agreement.

CSEA desires to alter and/or amend the following articles as indicated and presents for public discussion in accordance with Government Code 3547 as follows:

ARTICLE 12: Wages and Benefits

CSEA proposes an on-salary schedule wage increase

CSEA proposes modifying language on comparative Districts

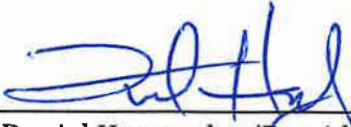
CSEA proposes an education stipend for members that have achieved degrees in higher education

CSEA proposes realigning the salary schedules in appendix B

CSEA proposes increasing the District contribution to health and welfare benefits

CSEA proposes ensuring compensation parity between bargaining units

Please place this Proposal on the May 2025 Board of Education agenda in Compliance with the Education Employment Relations Act (EERA). In addition, please contact Noah Snyder, LRR, to coordinate dates with negotiation teams.

Submitted by:  5/1/25
Daniel Hernandez/President
CSEA Chapter 102

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 15, 2025

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Grace Park, Ed.D., Deputy Superintendent
Vanessa Acuña, Ed.D., Director, Human Resources
Joe Durkin, Director, Human Resources

**SUBJECT: PUBLIC NOTICE AND HEARING REGARDING THE DISTRICT'S
INITIAL BARGAINING PROPOSAL TO THE CALIFORNIA
SCHOOL EMPLOYEES ASSOCIATION (CSEA), AND ITS CHINO
CHAPTER 102, FOR A REOPENER COLLECTIVE BARGAINING
AGREEMENT EFFECTIVE JULY 1, 2025**

=====

BACKGROUND

The present Collective Bargaining Agreement between the Chino Valley Unified School District and CSEA, Chino Chapter 102 covers a period of July 1, 2024, to June 30, 2027. Based on Administrative Regulations 4243.1 - Public Notice-Personnel Negotiations, the District is hereby announcing to the public its initial reopener proposal for the 2024-2025 portion of the three-year contract, to be effective July 1, 2025.

Article 12.1 and 12. 3 Wages and Benefits

District proposes to provide a fair and equitable compensation package that balances the need to remain competitive in attracting and retaining quality classified staff while ensuring continued fiscal solvency of the District.

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

RECOMMENDATION

It is recommended the Board of Education give public notice and conduct a public hearing regarding the District's initial bargaining proposal to the California School Employees Association, and its Chino Chapter 102, for a reopener Collective Bargaining Agreement effective July 1, 2025.

FISCAL IMPACT

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

NE:GP:VA:JD:jw

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
May 1, 2025

MINUTES

I. OPENING BUSINESS

I.A. CALL TO ORDER – 4:15 P.M.

1. Roll Call

President Shaw called to order the regular meeting of the Board of Education, Thursday, May 1, 2025, at 4:15 p.m. with Cervantes, Cruz, Na, and Shaw present. Mr. Monroe arrived at 4:22 p.m.

Administrative Personnel

Norm Enfield, Ed.D., Superintendent
Grace Park, Ed.D., Deputy Superintendent, CIIS and Human Resources
Sandra H. Chen, Associate Superintendent, Business Services
Tracy Freed, Ed.D., Assistant Superintendent, CIIS
Luke Hackney, Assistant Superintendent, CIIS
Gregory J. Stachura, Assistant Supt., Facilities, Planning, and Operations

2. Public Comment on Closed Session Items

None.

3. Closed Session

President Shaw adjourned to closed session at 4:15 p.m. regarding conference with legal counsel-existing litigation: one case; conference with legal counsel-anticipated litigation: two cases; student discipline matters; conference with labor negotiators: A.C.T. and CSEA negotiations; public employee discipline/dismissal/release; public employee appointment: elementary assistant principals; director, risk management/human resources; and director, special education and public performance evaluation: Superintendent. For the record, student discipline matters, case number 24/25-63 was corrected to read 24/25-61.

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

1. Report Closed Session Action

President Shaw reconvened the regular meeting of the Board of Education at 6:00 p.m. with Cervantes, Cruz, Monroe, Na, and Shaw present. The Board met in closed session from 4:15 p.m. to 5:30 p.m. regarding conference with legal counsel-existing litigation: one case;

conference with legal counsel-anticipated litigation: two cases; student discipline matters; conference with labor negotiators: A.C.T. and CSEA negotiations; public employee discipline/dismissal/release; public employee appointment: elementary assistant principals; director, risk management human resources; and director, special education; and public performance evaluation: Superintendent. Superintendent Enfield left closed session during public employee evaluation. The Board appointed Whitney Fields as Director of Risk Management and Human Resources with an effective date to be determined by a unanimous vote of 5-0 with Cervantes, Cruz, Monroe, Na, and Shaw voting yes. No further action was taken that required public disclosure.

2. Pledge of Allegiance
Led by student Jordan.

I.C. STAFF REPORT:

1. Annual Update: Teaching and Learning Task Force
Dr. Park, Deputy Superintendent, presented the Teaching and Learning Task Force report, which included: priorities, coherence, and support; process; 2025/2026 areas of emphasis; survey participants; teaching and learning survey part 1 and 2 (State priority 2: Implementation of State Academic Standards-met), level of support to implement the areas of emphasis; and next steps.

I.D. COMMENTS FROM STUDENT REPRESENTATIVE

Absent.

I.E. COMMENTS FROM EMPLOYEE REPRESENTATIVES

Emily Lao, CHAMP President, announced the 2025/2026 CHAMP board; and said that in the upcoming weeks the people who are the heart and soul of schools will be celebrated.

I.F. COMMENTS FROM THE PUBLIC ON ITEMS NOT ON THE AGENDA WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD AND ITEMS ON THE AGENDA

The following individuals addressed the Board: Glory Ciccarelli; Byron Gonzalez; David George; Lindsey Davison; Lupita Perez; Amanda Swager; Laura Silva; Andrew James Silva; Trevor Moser; Sarah Palmer; Amber Rose; Scott Warren; Hallie Gong; Francisco Villalobos; Terrance Smith; Lisa G; Samuel Encarnado; Jackie Cortes; and Jaiden Lineberger.

I.G. CHANGES AND DELETIONS

The following change was read into the record: Item III.C.1., Student Expulsion Cases, case number 24/25-63 was corrected to read 24/25-61.

II. ACTION**II.A. HUMAN RESOURCES****II.A.1. Proclamation for National School Nurse Day on May 7, 2025**

Moved (Monroe) seconded (Cruz) carried unanimously (5-0) to adopt the proclamation for National School Nurse Day on May 7, 2025.

President Shaw called for a recess from 7:08 p.m. to 7:13 p.m.

II.A.2. Resolution 2024/2025-67, Day of the Teacher/Día del Maestro

Moved (Na) seconded (Cruz) carried unanimously (5-0) to adopt Resolution 2024/2-25-67, Day of the Teacher/Día del Maestro.

II.A.3. Resolution 2024/2025-68, Classified School Employee Week/Semana de Empleado Clasificado de Escuela

Moved (Na) seconded (Cruz) carried unanimously (5-0) to adopt Resolution 2024/2-25-68, Classified School Employee Week/Semana de Empleado Clasificado de Escuela.

II.A.4. Declaration of Need for Fully Qualified Educators for the 2025/2026 School Year

Moved (Monroe) seconded (Cruz) carried unanimously (5-0) to approve the Declaration of Need for Fully Qualified Educators for the 2025/2026 school year.

III. CONSENT

Moved (Monroe) seconded (Na) carried unanimously (5-0) to approve the consent items, as amended.

III.A. ADMINISTRATION**III.A.1. Minutes of the April 17, 2025 Regular Meeting**

Approved the minutes of the April 17, 2025 regular meeting.

III.A.2. Revision to Board Bylaw 9224—Oath or Affirmation

Approved the revision to Board Bylaw 9224—Oath or Affirmation.

III.A.3. Revision to Board Bylaw 9260—Legal Protection

Approved the revision to Board Bylaw 9260—Legal Protection.

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

Approved/ratified the warrant register.

III.B.2. 2024/2025 Applications to Operate Fundraising Activities and Other Activities for the Benefit of Students

Approved/ratified the 2024/2025 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. Legal Services

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

III.C. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT**III.C.1. Student Expulsion Cases 24/25-55, 24/25-57, 24/25-58, 24/25-59, 24/25-62, and 24/25-61**

Approved student expulsion cases 24/25-55, 24/25-57, 24/25-58, 24/25-59, 24/25-62, and 24/25-61, as amended.

III.C.2. School Sponsored Trips

Approved/ratified the school-sponsored trips for: Rolling Ridge ES; Wickman ES; Canyon Hills JHS; Ayala HS; and Chino HS.

III.C.3. Textbook Adoption for Advanced Placement Physics C; Advanced Placement Physics 1; and Advanced Placement Physics 2 for Grades 11 and 12

Adopted the following instructional materials for AP Physics C; AP Physics 1; and AP Physics 2 for Grades 11 and 12: AP Physics C Cengage. *Physics for Scientists and Engineers, AP Edition, 10th Student Edition*. Raymond Serway, John W. Jewett. Grades 11-12. 2025. Replaces: None. AP Physics 1 and AP Physics 2 Bedford, Freeman & Worth High School Publishers (BFW), *College Physics for the AP Physics 1 & 2 Courses 3rd Edition*, Stewart, et al. Grades 11-12. 2023. Replaces: Addison-Wesley. *Physics, 4th AP Edition*. Walker. Grades 11-12. 2009.

III.C.4. New Courses: Agriculture Advanced Horsemanship P.E.; AI Design and Development; Advanced Guitar; and Web Application Design and Development

Approved the new courses Agriculture Advanced Horsemanship P.E.; AI Design and Development; Advanced Guitar; and Web Application Design and Development.

III.C.5. Course Revision: Drawing and Cartooning

Approved the course revision for Drawing and Cartooning.

III.C.6. Designation of California Interscholastic Federation Representative to League for 2025/2026

Approved the Designation of California Interscholastic Federation Representatives to League for 2025/2026.

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

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

III.D. FACILITIES, PLANNING, AND OPERATIONS

III.D.1. Purchase Order Register

Approved/ratified the purchase order register.

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

Approved/ratified the Agreements for Contractor/Consultant Services.

III.D.3. Surplus/Obsolete Property

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

III.D.4. Resolution 2024/2025-65, and 2024/2025-66, Authorization to Utilize a Piggyback Contract

Adopted Resolution 2024/2025-65, and 2024/2025-66, Authorization to Utilize a Piggyback Contract.

III.D.5. Change Orders and Notices of Completion for CUPCCAA Projects

Approved the Change Orders and Notices of Completion for CUPCCAA Projects.

III.D.6. Notice of Completion for Bid No. 23-24-27F, Ayala HS Shade Structure

Approved the Notice of Completion for Bid No. 23-24-27F, Ayala HS Shade Structure.

- III.D.7. **Award of Bid No. 24-25-07F, Chino HS-Old Gym Roofing Project**
Awarded Bid No. 24-25-07F, Chino HS-Old Gym Roofing Project to San Marino Roof Co., Inc.
- III.D.8. **Revision of Board Policy 3311 Business and Noninstructional Operations—Bids**
Approved the revision of Board Policy 3311 Business and Noninstructional Operations—Bids.
- III.E. **HUMAN RESOURCES**
- III.E.1. **Certificated/Classified Personnel Items**
Approved/ratified the certificated/classified personnel items.
- III.E.2. **New Job Descriptions for Assistant Principal-High School; Assistant Principal HS-Athletics; Assistant Principal-Adult School; and Assistant Principal CVLA; and Revisions to Job Descriptions for Assistant Principal-JHS; Assistant Principal-Elementary; Principal-Continuation HS; and Principal-JHS**
Approved the new job descriptions for Assistant Principal-High School; Assistant Principal HS-Athletics; Assistant Principal-Adult School; and Assistant Principal CVLA; and revisions to job descriptions for Assistant Principal-JHS; Assistant Principal-Elementary; Principal-Continuation HS; and Principal-JHS.
- III.E.3. **Memorandum of Understanding with Whittier College for Induction Program College Credits**
Approved the Memorandum of Understanding with Whittier College for Induction Program College Credits.

IV. INFORMATION

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

- IV.A.1. **2024/2025 First Semester Student Expulsion Report**
Received for information the 2024/2025 First Semester Student Expulsion Report.
- IV.A.2. **Revision of Board Policy 6159.1 Instruction-Procedural Safeguards and Complaints for Special Education**
Received for information the revision of Board Policy 6159.1 Instruction-Procedural Safeguards and Complaints for Special Education.

IV.B. HUMAN RESOURCES**IV.B.1. Revisions to Board Policy and Administrative Regulation 1312.3-Uniform Complaint Procedures**

Received for information the revisions to Board Policy and Administrative Regulation 1312.3-Uniform Complaint Procedures.

IV.B.2. Revisions to Board Policy and Administrative Regulation 4030-Nondiscrimination in Employment

Received for information the revisions to Board Policy and Administrative Regulation 4030-Nondiscrimination in Employment.

V. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

John Cervantes said it was good to see people present for Briggs K-8, parents, teachers, and students, and the support for the Ayala HS coach; and acknowledged teachers, classified staff, and everyone who supports student success.

James Na thanked expressed appreciation to the Briggs K-8 parents for attending the Board meeting and showing strong support for their school; suggested administration explore options for the school's class sizes concerns; acknowledged recent awards and achievements at Briggs K-8, noting the importance of continued parental involvement and District support; thanked the Ayala HS football program supporters for their attendance, and asked staff to follow up with Ayala HS administration regarding student concerns; commended Board President Shaw for her visibility and representation of the District; thanked Board Member Monroe for his detailed presentation and data shared at the previous meeting; praised the recent District band showcase, highlighting the dedication of music teachers and families; and thanked parents, teachers, and staff for their ongoing partnership and commitment to student success.

Andrew Cruz thanked attendees, acknowledging Briggs K-8 and the information they shared; encouraged others to engage with their school principals to find solutions; highlighted that Briggs K-8 PFA are on track to raise \$80,000.00 this year, calling it an impressive achievement and suggesting other school sites consider visiting to learn from their success.

Jon Monroe thanked Mr. Na for recognizing his use of statistics at the last meeting and said the information is readily available online for anyone to access; criticized arguments that dismiss the importance of debate around gender in sports pointing out that political leaders from the federal and state level initiated these issues and emphasized that while only some individuals are currently affected, the numbers can grow significantly and that losing opportunities for even one woman is too much; stressed the importance of

using facts over feeling when shaping arguments; addressed concerns regarding the coaching issue related to Ayala HS clarifying that procedural rules were followed and does not mean the coach was fired; and encouraged anyone with questions to reach out to administrators for clarification, and reaffirmed that the coach could still remain in the position depending on circumstances.

Superintendent Enfield shared updates and acknowledgments, including the closing of the senior scholarship application process with winners to be announced at senior award nights; said Tim Adams will present funds from the District's golf tournament fundraiser at the June Board meeting; said the Military Salute event is upcoming to recognize seniors entering the military with application forms due by May 5; expressed gratitude to school principals on National School Principal Day and extended recognition in advance for National School Nurse Day, Day of the Teacher, and Classified Week occurring in May; and praised the dedication and contributions of school staff.

President Shaw acknowledged National Principals Day recognizing the hard and often unseen work principals do; encouraged collaboration between parents, schools, and the District, emphasizing that parent concerns are taken seriously, even if the responses aren't always visible; highlighted the importance of addressing issues at the school site level first before escalating them to the District or Board; shared personal reflections as a parent of a graduating senior, recognizing the emotional and stressful time for students and families, and urged kindness and support as graduation approaches; referenced a social media post that prompted District action, reinforcing the Board's commitment to transparency and problem-solving; addressed the issue regarding the Ayala HS coach and acknowledged the emotional impact on students and expressed hope that a resolution could be found while acknowledging legal limitations; and closed with a personal message on National Prayer Day, expressing her faith and resilience in the face of hostile emails, emphasizing her dedication is motivated by protecting students and standing against negativity.

VI. ADJOURNMENT

President Shaw adjourned the regular meeting of the Board of Education at 7:25 p.m.

Sonja Shaw, President

Andrew Cruz, Clerk

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 15, 2025
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

\$6,189,168.18 to all District funding sources.

NE:SHC:LP:lmf

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 15, 2025

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: 2025/2026 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 2025/2026 applications to operate fundraising activities and other activities for the benefit of students.

FISCAL IMPACT

None.

NE:SHC:LP:lmf

CHINO VALLEY UNIFIED SCHOOL DISTRICT
May 15, 2025

**2025/2026 AUTHORIZATION TO OPERATE FUNDRAISING ACTIVITIES
AND OTHER ACTIVITIES FOR THE BENEFIT OF STUDENTS**

School

Organization

Ayala HS

Spirit Boosters

Chino Hills HS

Band & Color Guard Boosters

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 15, 2025

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:lmf

CHINO VALLEY UNIFIED SCHOOL DISTRICT
May 15, 2025

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Rhodes ES</u>		
PEP Club	Annie's Play Ticket Sales (RATIFY)	4/30/25 - 5/12/25
<u>Ayala HS</u>		
Spirit Boosters	Fill My Bow	5/16/25 - 7/15/25
Spirit Boosters	ShopRaise Online Donations	5/16/25 - 5/1/26
Spirit Boosters	Thinknlocal	5/16/25 - 5/1/26
Spirit Boosters	Blast Athletics	5/16/25 - 5/15/26
Spirit Boosters	Dine Outs	5/16/25 - 5/15/26
Spirit Boosters	Spirit Wear	5/16/25 - 5/15/26
<u>Chino HS</u>		
ASB - Spanish Club	Churritos	5/16/25 - 5/20/25
Sports Boosters	Flag Football Summer Camp	5/29/25 - 7/30/25
Sports Boosters	Snap! Raise	6/1/25 - 6/30/25
Cowboy Huddle Boosters	Sponsorship Banners	6/1/25 - 6/30/25
Sports Boosters	Concessions	6/1/25 - 6/30/25
Band & Auxiliary Boosters	Concessions	6/1/25 - 6/30/25
Pep Squad Boosters	Apparel Sales	6/1/25 - 6/30/25
Sports Boosters	Spirit Wear	6/1/25 - 6/30/25
Sports Boosters	Boys' Basketball Summer Camp	6/2/25 - 6/5/25
Cowboy Huddle Boosters	Football Summer Camp	6/2/25 - 6/26/25
Cowboy Huddle Boosters	Snap! Raise	6/2/25 - 6/27/25
Sports Boosters	Wrestling Summer Camp	6/2/25 - 6/27/25
Cowboy Huddle Boosters	Blast Fan Gear	6/2/25 - 6/30/25
Cowboy Huddle Boosters	Spirit Wear	6/2/25 - 6/30/25
Cowboy Huddle Boosters	Thinknlocal	6/2/25 - 6/30/25
Sports Boosters	Baseball Summer Camp	6/3/25 - 6/5/25
Sports Boosters	Softball Summer Camp	6/3/25 - 6/5/25
Sports Boosters	Boys' Volleyball Summer Camp	6/9/25 - 6/13/25
Sports Boosters	Girls' Basketball Summer Camp	6/9/25 - 6/13/25
Sports Boosters	Girls' Soccer Summer Camp	6/9/25 - 6/13/25
Sports Boosters	Girls' Volleyball Summer Camp	6/10/25 - 6/12/25
Sports Boosters	Boys' Cross Country Summer Camp	6/10/25 - 7/1/25
Sports Boosters	Water Polo/Swim Camp	6/16/25 - 6/26/25

CHINO VALLEY UNIFIED SCHOOL DISTRICT
May 15, 2025

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Chino HS (cont.)</u>		
Sports Boosters	Tennis Summer Camp	6/16/25 - 7/24/25
Cowboy Huddle Boosters	Clothing Drive	6/21/25
<u>Chino Hills HS</u>		
ASB - Girls' Flag Football	E-Team Online Donation Drive	5/16/25 - 11/1/25
General Boosters	Swim Summer Camp	6/2/25 - 7/25/25
General Boosters	Boys' Water Polo Summer Camp	6/9/25 - 8/1/25
General Boosters	Girls' Water Polo Summer Camp	6/9/25 - 8/1/25
General Boosters	Softball Summer Camp	6/10/25 - 6/11/25
General Boosters	Youth Baseball Summer Clinic	6/17/25 - 6/19/25
General Boosters	Returners Baseball Summer Clinic	6/17/25 - 7/22/25
General Boosters	Youth Baseball Summer Clinic	6/24/24 - 6/26/25

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 15, 2025
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
Liz Pensick, Director, Fiscal Services
SUBJECT: DONATIONS

=====

BACKGROUND

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

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

RECOMMENDATION

It is recommended the Board of Education accept the donations.

FISCAL IMPACT

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

NE:SHC:LP:lmf

CHINO VALLEY UNIFIED SCHOOL DISTRICT
May 15, 2025

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<u>HOPE Program/Care Closet</u>		
Mr. Ernie Reed	Stater Bros. Gift Cards (4)	\$100.00
<u>Cal Aero K-8</u>		
Century Accountancy Corp.	Cash	\$300.00
<u>Chino HS</u>		
Richard Fellows	Cash	\$500.00
<u>Don Lugo HS</u>		
Sarah Evinger	Cash	\$110.00
Chino Valley Fire Foundation	Prom Tickets (4)	\$480.00

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

DATE: May 15, 2025

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	2024/2025 YEAR-TO-DATE
Atkinson, Andelson, Loya, Ruud & Romo	March	\$20,549.94	\$291,398.77
Margaret A. Chidester & Associates	-	-	\$365,446.40
Tao Rossini, APC	-	-	\$264,386.08
	Total	\$20,549.94	\$921,231.25

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

RECOMMENDATION

It is recommended the Board of Education approve payment for legal services to the law office of Atkinson, Andelson, Loya, Ruud & Romo.

FISCAL IMPACT

\$25,549.94 to the General Fund.

NE:SHC:LP:lmf

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: May 15, 2025

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO
EMERGENCY CONDITIONS, FORM J-13A**

=====

BACKGROUND

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

A State of Emergency was declared by Governor Newsom on January 8, 2025, for Los Angeles County due to a series of wildfires in Southern California. Chino Valley Unified School District, located in San Bernardino County, was also impacted from the high winds and its close proximity to the wildfires. As a result, the District suffered a material decrease of its Average Daily Attendance (ADA) on January 8, 2025.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Request for Allowance of Attendance Due to Emergency Conditions, Form J-13A, related to a series of wildfires in Southern California.

FISCAL IMPACT

Negate loss of 4.43 ADA.

NE:SHC:LP:lmf

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: May 15, 2025

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO
EMERGENCY CONDITIONS, FORM J-13A**

=====

BACKGROUND

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

January 8, 2025 there was a series of wildfires in Southern California. A State of Emergency was declared by Governor Newsom on January 8, 2025, for Los Angeles County; Chino Hills, a neighboring city, also suffered high winds. SoCal Edison shut down the power lines to prevent additional wildfires in the area. Schools were still in session and experienced a material decrease (low attendance) despite the school's effort to have back-up generators. As a result, the District suffered a material decrease in its Average Daily Attendance (ADA) on January 8, 2025.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Request for Allowance of Attendance Due to Emergency Conditions, Form J-13A, related to SoCal Edison shutting down power lines because of high winds in the area.

FISCAL IMPACT

Negate loss of 49.24 ADA.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
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DATE: May 15, 2025

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Luke Hackney, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
Stephanie Johnson, Director, Student Support Services

SUBJECT: STUDENT READMISSION CASES 23/24-70, 24/25-03, 24/25-06, 24/25-08, 24/25-16, 24/25-17, 24/25-23, 24/25-24, 24/25-30, 24/25-31, 24/25-33 AND 24/25-35

BACKGROUND

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

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

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

RECOMMENDATION

It is recommended the Board of Education approve student readmission cases 23/24-70, 24/25-03, 24/25-06, 24/25-08, 24/25-16, 24/25-17, 24/25-23, 24/25-24, 24/25-30, 24/25-31, 24/25-33 and 24/25-35.

FISCAL IMPACT

None.

NE:LH:SJ:mj

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: May 15, 2025

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Luke Hackney, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
Stephanie Johnson, Director, Student Support Services

SUBJECT: STUDENT EXPULSION CASES 24/25-60, 24/25-64, AND 24/25-66

=====

BACKGROUND

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

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

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

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

RECOMMENDATION

Based upon the recommendation of the Expulsion Hearing Administrative Panel, it is recommended the Board of Education approve student expulsion cases 24/25-60, 24/25-64, and 24/25-66.

FISCAL IMPACT

None.

NE:LH:SJ:mj

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: May 15, 2025

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Luke Hackney, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support

SUBJECT: **SCHOOL-SPONSORED TRIPS**

BACKGROUND

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

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

RECOMMENDATION

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

School-Sponsored Trips	Date	Fiscal Impact
Site: Glenmeade ES Event: 6 th Grade Camp Place: Crestline, CA Chaperone: 50 students/10 chaperones	March 10-13, 2026	Cost: \$495.00 per student Funding Source: Parents and fundraising
Site: Chino Hills HS Event: California Association of Directors of Activities (CADA) Camp Place: Santa Barbara, CA Chaperone: 20 students/3 chaperones	July 7-10, 2025	Cost: \$700.00 per student Funding Source: Parents and ASB

FISCAL IMPACT

None.

NE:LH:gks

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: May 15, 2025

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Luke Hackney, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
Willa McReynolds, Director, Special Education

**SUBJECT: REVISION OF BOARD POLICY 6159.1 INSTRUCTION –
PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL
EDUCATION**

=====

BACKGROUND

Board policies, administrative regulations, and bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current District practice. Board Policy 6159.1 Instruction – Procedural Safeguards and Complaints for Special Education is being revised to reflect the updated complaint process in accordance with the Notice of Procedural Safeguards. This item was presented to the Board of Education on May 1, 2025, as information.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the revision of Board Policy 6159.1 Instruction – Procedural Safeguards and Complaints for Special Education.

FISCAL IMPACT

None.

NE:LH:WM:gks

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION

Procedural Safeguards

In order to protect the rights of students with disabilities, the district shall follow all procedural safeguards as set forth in law. Parents/guardians shall receive written notice of their rights in accordance with law, board policy, and administrative regulation.

(cf. 5144.2 - Suspension and Expulsion/Due Process (Student with Disabilities))

(cf. 5145.6 - Parental Notifications)

(cf. 6159 - Individualized Education Program)

(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education Students)

(cf. 6159.3 - Appointment of Surrogate Parent for Special Education Students)

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

The Superintendent or designee shall represent the District in any due process hearings conducted with regard to District students and shall provide the Board of Education with the results of these hearings.

Complaints

Complaints concerning compliance with state or federal law regarding special education shall be addressed in accordance with the ~~District's uniform complaint procedures~~ NOTICE OF PROCEDURAL SAFEGUARDS.

(cf. 1312.3 - Uniform Complaint Procedures)

Legal Reference:

EDUCATION CODE

56000 Education for Individuals with Exceptional Needs

56001 Provision of the Special Education Programs

56020-560335 Definitions

~~56220~~56195.7 Written Agreements

~~56224~~56195.8 Adoption of Policies for Programs And Services

56300-563845 Identification and Referral;; Assessment, INSTRUCTIONAL PLANNING

56360-56369 IMPLEMENTATION OF SPECIAL EDUCATION

56440- 564497.1 Programs for Individuals between the Ages of Three and Five Years

56500-565079 Procedural Safeguards, Including Due Process Rights

56600-56606 Evaluation, Audits and Information

CODE OF REGULATIONS, TITLE 5

3000-3082100 Regulations Governing Special Education

4600-4671 Uniform Complaint Procedures

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION
(cont.)

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act of 1974

1400 et seq. Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act

UNITED STATES CODE, TITLE 42

11434 Homeless Assistance

CODE OF FEDERAL REGULATIONS, TITLE 34

99.10-99.22 Inspection, Review and Procedures for Amending Education Records

104.36 Procedural Safeguards

300.1-300.818 Assistance to States for the Education of Students with Disabilities, Especially:

300.500-300.520 Procedural Safeguards and Due Process for Parents And Students

Management Resources:

FEDERAL REGISTER

Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46589-46845

COURT DECISION, WINKELMAN V. PARMA CITY SCHOOL DISTRICT (2007) 550 U.S. 516

WEBSITES

California Department of Education: www.cde.ca.gov/sp/se

U.S. Department of Education, Office of Special Education Programs:

www.ed.gov/about/offices/list/osep

OFFICE OF ADMINISTRATIVE HEARINGS, SPECIAL EDUCATION DIVISION:

WWW.DGS.CA.GOV/OAH/CASE-TYPES/SPECIAL-EDUCATION

CSBA DISTRICT AND COUNTY OFFICE OF EDUCATION LEGAL SERVICES:

LEGALSERVICES.CSBA.ORG/

Chino Valley Unified School District

Policy Adopted: August 21, 1997

Revised: February 4, 1999

Revised: March 5, 2009

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 15, 2025

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: PURCHASE ORDER REGISTER

=====

BACKGROUND

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

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

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

RECOMMENDATION

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

FISCAL IMPACT

\$4,387,195.58 to all District funding sources.

NE:GJS:KC:cb

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
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DATE: May 15, 2025

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: AGREEMENTS FOR CONTRACTOR/CONSULTANT SERVICES

=====

BACKGROUND

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

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

RECOMMENDATION

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

FISCAL IMPACT

As indicated.

NE:GJS:KC:cb

SUPERINTENDENT	FISCAL IMPACT
S-2526-001 Margaret A Chidester & Associates To provide legal services for the 2025-2026 school year. Submitted by: Superintendent Duration of Agreement: July 1, 2025 - June 30, 2026	Contract amount: Per Rate Sheet Funding source: General Fund

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-2526-018 Tobii Dynavox, LLC. To provide subscription - Boardmaker 7. Submitted by: Special Education Duration of Agreement: June 5, 2025 - June 5, 2027	Contract amount: Per Invoice Funding source: LEA/Special Education
CIIS-2526-019 Pristine Rehab Care, LLC. To provide speech and language pathologist and occupational therapists related services on as needed basis. Submitted by: Special Education Duration of Agreement: July 1, 2025 - June 30, 2026	Contract amount: Per Rate Sheet Funding source: Special Education
CIIS-2526-020 City of Chino. To provide staffing for ASES and ELOP grant-funded schools, SOAR and RAAP after-school programs. Submitted by: Child Development/Health Services Duration of Agreement: July 1, 2025 - June 30, 2026	Contract amount: \$1,444,903.15 Funding source: ASES and ELOP Grant
CIIS-2526-021 RJ Powell Consultants, Inc. To provide professional development. Submitted by: Child Development/Health Services Duration of Agreement: July 1, 2025 - June 30, 2026	Contract amount: Per Rate Sheet Funding source: General Fund
CIIS-2526-022 Positive Physics, LLC. To provide online software resources. Submitted by: Don Lugo HS Duration of Agreement: July 1, 2025 - June 30, 2026	Contract amount: \$399.00 Funding source: AMIM
CIIS-2526-023 PCSS Holdco, Inc., dba Pacific Coast Speech Services, LLC. To provide assessment and therapy related speech services on an as needed basis. Submitted by: Special Education Duration of Agreement: July 1, 2025 - June 30, 2026	Contract amount: Per Rate Sheet Funding source: Special Education
CIIS-2526-024 Extensive Therapy Connection and Solution. To provide speech and language pathology services. Submitted by: Special Education Duration of Agreement: July 1, 2025 - June 30, 2026	Contract amount: Per Rate Sheet Funding source: Special Education
CIIS-2526-025 The Stepping Stones Group, LLC. To provide Psychologists, BIP Staff, Nurses, Paraprofessionals, OT Special Education Teacher, Speech Language Pathologist, SLPA, ASL Interpreting, and Interpreting. Submitted by: Special Education Duration of Agreement: July 1, 2025 - June 30, 2026	Contract amount: Per Rate Sheet Funding source: Special Education

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-2526-026 Sunbelt Staffing, LLC. To provide SLP, BCBA, Psychologist, LVN/School Nurse, Interpreter/Translation, Paraprofessionals, Special Education Teachers. Submitted by: Special Education Duration of Agreement: July 1, 2025 - June 30, 2026	Contract amount: Per Rate Sheet Funding source: Special Education
CIIS-2526-027 Ponzuric Learning Solutions. To provide virtual training and consulting for school psychologists. Submitted by: Special Education Duration of Agreement: July 1, 2025 - June 30, 2026	Contract amount: Per Rate Sheet Funding source: Special Education
CIIS-2526-028 Therapy Mantra, Inc. To provide speech language pathologist, speech language pathology assistant, and occupational therapist services. Submitted by: Special Education Duration of Agreement: July 1, 2025 - June 30, 2026	Contract amount: Per Rate Sheet Funding source: Special Education
CIIS-2526-030 Cengage Learning, Inc. dba Gale. To provide database for scholarly research. Submitted by: Secondary Curriculum and Instruction Duration of Agreement: July 1, 2025 - June 30, 2026	Contract amount: \$29,104.04 Funding source: A-G Completion Improvement Grant
CIIS-2526-031 Cengage Learning, Inc. dba Gale. To provide subscription for Gale in Context elementary, middle, and high school. Submitted by: Secondary Curriculum and Instruction Duration of Agreement: July 1, 2025 - June 30, 2026	Contract amount: \$35,016.80 Funding source: LCAP
CIIS-2526-032 Leading Edge Learning Center, LLC. To provide in person tutoring services for grades K-12. Submitted by: Student Support Services Duration of Agreement: July 1, 2025 - June 30, 2026	Contract amount: \$20,000.00 Funding source: LCAP
CIIS-2526-033 Professional Tutors of America, Inc. To provide in-person tutoring services for foster youth. Submitted by: Student Support Services Duration of Agreement: July 1, 2025 - June 30, 2026	Contract amount: \$15,000.00 Funding source: LCAP
CIIS-2526-034 Stats Medic, LLC dba Math Medic. To provide subscription - math program for teachers. Submitted by: Chino HS Duration of Agreement: May 15, 2025 - May 15, 2026	Contract amount: \$3,215.00 Funding source: Title I
CIIS-2526-035 Everdriven Technologies, LLC. To provide transportation for Special Education students. Submitted by: Special Education Duration of Agreement: July 1, 2025 - June 30, 2026	Contract amount: Per Rate Sheet Funding source: Special Education
CIIS-2526-036 Psychological Assessment Resources, Inc. dba PAR, Inc. To provide license for online scoring, reports, and tests for psychologists. Submitted by: Special Education Duration of Agreement: July 1, 2025 - June 30, 2026	Contract amount: Per Rate Sheet Funding source: Special Education

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-2526-037 New Direction Solutions dba Procare Therapy. To provide Nursing, SLP, SLPA, Psychologists, OT, ASL Interpreters, Paraprofessionals, BIP Staff, Special Education Teachers and interpreting on an as-needed basis. Submitted by: Special Education Duration of Agreement: July 1, 2025 - June 30, 2026	Contract amount: Per Rate Sheet Funding source: Special Education
CIIS-2526-038 Vista Higher Learning, Inc. To provide licenses - common core materials for Dual Language Immersion. Submitted by: Access & Equity Duration of Agreement: July 1, 2025 - June 30, 2026	Contract amount: \$7,756.75 Funding source: DLIM
CIIS-2526-039 Level Learning, Inc. dba Level Chinese. To provide subscriptions - common core materials for Dual Language Immersion. Submitted by: Access & Equity Duration of Agreement: July 1, 2025 - June 30, 2026	Contract amount: \$20,099.00 Funding source: DLIM
CIIS-2526-040 Paper Education America, Inc. To provide tutoring for Title I schools, grades 3rd through 12th. Submitted by: Access & Equity Duration of Agreement: July 1, 2025 - June 30, 2026	Contract amount: \$543,708.00 Funding source: Title I
CIIS-2526-041 Document Tracking Services. To provide software support for compliance documentation. Submitted by: Access & Equity Duration of Agreement: July 1, 2025 - June 30, 2026	Contract amount: \$14,685.00 Funding source: Title I & Title III EL
CIIS-2526-042 Sogolytics, LLC. To provide engagement and customer survey services for school sites - K12 Insight survey. Submitted by: Access & Equity Duration of Agreement: July 1, 2025 - June 30, 2026	Contract amount: \$30,000.00 Funding source: LCAP
CIIS-2526-043 Nicholls Educational Consulting. To provide in-person and virtual consulting professional. Submitted by: Access & Equity Duration of Agreement: July 1, 2025 - June 30, 2026	Contract amount: \$20,000.00 Funding source: Title IV
CIIS-2526-044 NKS, LLC dba Little Sponges. To provide language support for English learners. Submitted by: Access & Equity Duration of Agreement: July 1, 2025 - June 30, 2026	Contract amount: \$3,500.00 Funding source: Title III EL
CIIS-2526-045 Point Quest Pediatric Therapies, LLC To provide behavior intervention plan staffing, nurses, speech language pathologists, and occupational therapists. Submitted by: Special Education Duration of Agreement: July 1, 2025 - June 30, 2026	Contract amount: Per Rate Sheet Funding source: Special Education
CIIS-2526-046 Russo, Fleck & Associates To provide occupational therapy and related services on an as needed basis. Submitted by: Special Education	Contract amount: Per Rate Sheet Funding source: Special Education

Duration of Agreement: July 1, 2025 - June 30, 2026	
CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-2526-047 Pearson Education, Inc. To provide digital access to AP Statistics and AP Human Geography textbooks. Submitted by: Secondary Curriculum Duration of Agreement: July 1, 2025 - June 30, 2026	Contract amount: \$35,617.50 Funding source: LCAP

FACILITIES, PLANNING, AND OPERATIONS	FISCAL IMPACT
F-2526-001 All City Management Services, Inc. (Consortium) To provide crossing guard services for schools located in Chino and Chino Hills (Consortium). Submitted by: Facilities, Planning, and Operations Duration of Agreement: July 1, 2025 - June 30, 2026	Contract amount: \$838,933.20 Funding source: General Fund, City of Chino, City of Chino Hills
F-2526-002 All City Management Services, Inc. (District) To provide crossing guard services for schools located in the unincorporated areas outside the city limits of Chino, Chino Hills, and Ontario. Submitted by: Facilities, Planning, and Operations Duration of Agreement: July 1, 2025 - June 30, 2026	Contract amount: \$91,185.75 Funding source: General Fund
F-2526-003 All City Management Services, Inc. (Summer School) To provide crossing guard services for summer school at Litel ES, Rhodes ES, and Walnut ES. Submitted by: Facilities, Planning, and Operations Duration of Agreement: May 28, 2025 - June 25, 2025	Contract amount: \$7,867.20 Funding source: General Fund

HUMAN RESOURCES	FISCAL IMPACT
HR-2526-001 CODESP To provide online employment selection materials. Submitted by: Human Resources Duration of Agreement: July 1, 2025 - June 30, 2026	Contract amount: \$3,200.00 Funding source: General Fund
HR-2526-002 Interquest Group, Inc. To provide canine detection services for Junior High and High School sites. Submitted by: Risk Management Duration of Agreement: July 1, 2025 - June 30, 2026	Contract amount: Per Rate Sheet Funding source: General Fund
HR-2526-003 Wilner & O'Reilly, APLC To provide legal services. Submitted by: Human Resources Duration of Agreement: July 1, 2025 - June 30, 2026	Contract amount: Per Rate Sheet Funding source: General Fund

MASTER CONTRACTS	FISCAL IMPACT
MC-2526-002 Communicaid, Inc. To provide translation and interpreting services. Submitted by: Health Services Duration of Agreement: July 1, 2025 - June 30, 2028	Contract amount: Per Rate Sheet Funding source: Various

MASTER CONTRACTS	FISCAL IMPACT
MC-2526-003 D & A Event Productions, LLC To provide DJ and event services. Submitted by: Howard Cattle ES Duration of Agreement: May 16, 2025 - June 30, 2028	Contract amount: Per Rate Sheet Funding source: Various

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 15, 2025

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: RESOLUTION 2024/2025-69, AUTHORIZATION TO UTILIZE A
PIGGYBACK CONTRACT**

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BACKGROUND

Public Contract Code (PCC) 20111 requires school district governing boards to competitively bid and award any contracts involving an expenditure of more than \$114,500.00 to the lowest responsible bidder.

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

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

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

Resolution	Contract	Contractor(s)	Description	Term
2024/2025-69	State of California Participating Addendum No. 7-23-70-55-01	Dell Marketing L.P.	Purchase of computer equipment, related peripherals, and services	02/01/2024-06/30/2025

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2024/2025-69, Authorization to Utilize a Piggyback Contract.

FISCAL IMPACT

Unknown.

NE:GJS:KC:cb

Chino Valley Unified School District
Resolution 2024/2025-69
Authorization to Utilize the State of California Participating Addendum
7-23-70-55-01 With Dell Marketing L.P.
to Purchase Information Technology Goods and Services
Through the Piggyback Contract

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

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

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

WHEREAS, the District's Board has determined that it is in the best interest of the District to authorize the purchase of computer equipment, related peripherals, and services through the piggyback contract procured by contract 7-23-70-55-01 in accordance with Chapter 2 (commencing with Section 10290) and Chapter 3 (commencing with Section 12100) of the Public Contract Code, without competitive bidding through the State of California Participating Addendum (SCPA);

WHEREAS, SCPA currently has a piggyback contract, 7-23-70-55-01, in accordance with Public Contract Code 20118 with Dell Marketing, that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

Section 2. Determination re: Purchase through SCPA. Pursuant to Public Contract Code section 10290 *et seq.* and Public Contract Code section 12100 *et seq.*, that authorizing the purchase of computer equipment, related peripherals, and services through SCPA contract 7-23-70-55-01 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 computer equipment, related peripherals, and services in accordance with Public Contract Code 20118 through the piggyback contract originally procured by SCPA contract 7-23-70-55-01.

Section 4. Other Actions. The District desires by a majority of the vote of the Board and pursuant to Education Code section 17604 and similar statutes, to delegate authority to the Superintendent or his designee, who 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 February 1, 2024, for the term ending June 30, 2025.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 15th day of May 2025 by the following vote:

Cervantes	_____
Cruz	_____
Monroe	_____
Na	_____
Shaw	_____

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

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 15, 2025

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: CHANGE ORDERS AND NOTICES OF COMPLETION FOR CUPCCAA PROJECTS

BACKGROUND

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

CUPCCA A Project	Project Description	Contractor	Original Bid	Change Order	Total	Fund	Completion Date
CC2025-33	Chino Hills – Stadium Light Replacement	RDM Electric Company, Inc.	\$15,635.00	35 Days	\$15,635.00	01	April 17, 2025
CC2025-51	Chaparral ES, Wickman ES, Cal Aero K-8 Tree Pruning	Mission Landscape Co, Inc.	\$24,615.00	N/A	\$24,615.00	01	April 11, 2025
CC2025-64	Walnut ES – Turf Installation	Innovation Kurbs Landscape Designs, Inc.	\$16,640.00	N/A	\$16,640.00	01	April 16, 2025

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

Staff recommends approval of the Change Orders and Notices 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 Orders and Notices of Completion for CUPCCAA Projects.

FISCAL IMPACT

\$56,890.00 to Fund 01

NE:GJS:TN:cb

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: May 15, 2025

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID NO. 24-25-01F, CHINO HS SMALL GYM FLOOR REMOVAL AND REPLACEMENT

=====

BACKGROUND

On November 7, 2024, the Board of Education awarded Bid No. 24-25-01F, Chino HS Small Gym Floor Removal and Replacement to McWil Sports Surfaces, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	McWil Sports Surfaces, Inc.	(\$50,000.00)
	Bid Amount:	\$476,567.00
	Revised Total Project Amount:	\$426,567.00
	Retention Amount:	\$21,328.35

The change order resulted in a net decrease of \$50,000.00 to the construction cost and 53 days added to the contract time on the previous change order. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on April 2, 2025.

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Grant Patterson, Contractor; Tony Nequette, Director, Maintenance; Beverly Beemer, Director, Planning; and Gregory Stachura, Assistant Superintendent, Facilities, Planning and Operations.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid No. 24-25-01F, Chino HS Small Gym Floor Removal and Replacement.

FISCAL IMPACT

(\$50,000.00) to Fund 25

NE:GJS:cb



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

CHANGE ORDER

Date: 04/24/2025 BID/ CUPCCAA #: 24-25-01F Change Order #: 01
Project Title: Chino High School Small Gym Floor Removal and Replacement
Owner: Chino Valley Unified School District DSA Application #: NA DSA File #: NA
Architect: NA Contractor: McWil Sports Surfaces, 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: Deductive Change Order
Reason: Reduction of unused allowance funds
Document Ref:
Requested by: Chino Valley Unified School District
Change in Contract Sum: (\$50,000.00)
Time Extension: 0 days

ITEM
NO. 2: Description: Time Extension
Reason: Correction of project duration
Document Ref:
Requested by: Chino Valley Unified School District
Change in Contract Sum: \$0.00
Time Extension: 53 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:

CONTRACT SUMMARY

The original contract amount was:	\$476,567.00
Previously approved change order amount(s):	\$0.00
The contract amount will be decreased by this Change Order:	(\$50,000.00)
The new contract amount including this change order will be:	\$426,567.00

The original contract completion date was:	2/9/2025
Previously approved Change Order for contract time:	00 days
The contract time will be increased by this Change Order:	53 days
The date of completion as a result of this Change Order is:	4/2/2025

APPROVED BY:

Grant Patterson, President		4/24/2025
Contractor – McWil Sports Surfaces, Inc	Signature	Date
DSA Inspector of Record (if applicable)	Signature	Date
Architect / Engineer (if applicable)	Signature	Date
Construction / Project Manager	Signature	Date
Authorized Department Head (if applicable)	Signature	Date
Director, Technology (if applicable)	Signature	Date
CVUSD Project Manager	Signature	Date
Tony Nequette		4-24-25
Director, Maintenance & Operations (if applicable)	Signature	Date
Beverly Beemer		4/24/2025
Director, Planning (if applicable)	Signature	Date
Greg Stachura		4/21/25
Owner (Authorized Agent)	Signature	Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: May 15, 2025

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: NOTICE OF COMPLETION FOR NETWORK EQUIPMENT – TECHNOLOGY PHASE 1

=====

BACKGROUND

On November 21, 2021, the Board of Education adopted Resolution 2021/2022-48, Los Angeles Community College District 40381, with NIC Partners, Inc., for the project Network Equipment – Technology Phase 1.

Original Amount	Change Orders	Total Contract
\$7,510,148.00	N/A	\$7,510,148.00

All contracted work was completed on April 28, 2025. Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Andrew Black, CVUSD Director of Technology; Beverly Beemer, CVUSD Director of Planning; and Gregory Stachura, Assistant Superintendent, Facilities, Planning and Operations.

Staff recommends the approval of the Notice of Completion for the adopted Resolution 2021/2022-48, Los Angeles Community College District 40381, with NIC Partners, Inc.

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

RECOMMENDATION

It is recommended the Board of Education approve the Notice of Completion for Network Equipment – Technology Phase 1.

FISCAL IMPACT

None.

NE:GJS:cb

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: May 15, 2025

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: NOTICE OF COMPLETION FOR NETWORK EQUIPMENT – TECHNOLOGY PHASE 2

=====

BACKGROUND

On November 21, 2021, the Board of Education adopted Resolution 2021/2022-48, Los Angeles Community College District 40381, with NIC Partners, Inc., for the project Network Equipment – Technology Phase 2.

Original Amount	Change Orders	Total Contract
\$21,635,654.21	N/A	\$21,635,654.21

All contracted work was completed on April 28, 2025. Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Andrew Black, CVUSD Director of Technology; Beverly Beemer, CVUSD Director of Planning; and Gregory Stachura, Assistant Superintendent, Facilities, Planning and Operations.

Staff recommends the approval of the Notice of Completion for the adopted Resolution 2021/2022-48, Los Angeles Community College District 40381, with NIC Partners.

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

RECOMMENDATION

It is recommended the Board of Education approve the Notice of Completion for Network Equipment – Technology Phase 2.

FISCAL IMPACT

None.

NE:GJS:cb

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: May 15, 2025

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: NOTICE OF COMPLETION FOR NEW DISTRICT OFFICE LOW VOLTAGE PROJECT

=====

BACKGROUND

On November 21, 2021, the Board of Education adopted Resolution 2021/2022-39 (CMAS), 2021/2022-40 (CMAS), 2021/2022-42 (CMAS), and 2021/2022-46 (CMAS), with NIC Partners, Inc., for New District Office Low Voltage Project

Original Amount	Change Orders	Total Contract
\$1,515,234.44	N/A	\$1,515,234.44

All contracted work was completed on April 28, 2025. Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Andrew Black, CVUSD Director of Technology; Beverly Beemer, CVUSD Director of Planning; and Gregory Stachura, Assistant Superintendent, Facilities, Planning and Operations.

Staff recommends the approval of the Notice of Completion for Resolutions 2021/2022-39, 2021/2022-40, 2021/2022-42, and 2021/2022-46, with NIC Partners, Inc.

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

RECOMMENDATION

It is recommended the Board of Education approve the Notice of Completion for New District Office Low Voltage Project.

FISCAL IMPACT

None.

NE:GJS:cb

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: May 15, 2025

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: AWARD OF BID NO. 24-25-05F, DON LUGO HS NEW GYM LOBBY

=====

BACKGROUND

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

A Notice to Contractors Calling for Bids for Bid No. 24-25-05F, Don Lugo HS New Gym Lobby, was published in the Inland Valley Daily Bulletin on February 10, 2025, and February 17, 2025. Bids were submitted at 1:00 p.m. on April 15, 2025. The results are as follows:

Bid Package	# of Bids Received	Low Bidder	Bid Amount
02-01	4	Integrated Demolition Remediation, Inc	\$745,000.00
03-01	5	Spec Construction, Inc.	\$1,756,000.00
05-01	7	Canyon Steel Fabricators, Inc.	\$801,771.00
07-01	5	Exclusive Metal, Inc.	\$614,202.00
08-02	7	Golden Glass, Inc.	\$197,090.00
09-01	3	Mirage Builders	\$867,171.00
09-02	3	Floored Tile & Stone	\$155,500.00
09-04	2	ProSpectra Contract Flooring	\$409,320.00
09-05	4	D&M Painting, Inc.	\$306,000.00
10-01	5	Patriot Contracting & Engineering	\$1,262,000.00
21-01	4	West Point Fire Protection	\$267,930.00
22-01	5	JPI Development Group, Inc.	\$714,000.00
23-01	8	RAN Enterprises Inc.	\$444,000.00
26-01	5	Southern California West Coast Electric	\$1,192,980.00
31-01	2	Crew, Inc.	\$684,770.00

The basic scope of work for this project consists of a new lobby addition connecting to the existing gym. This project also includes the replacement of existing gym flooring as well as courtyard and site work.

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

RECOMMENDATION

It is recommended the Board of Education award Bid No. 24-25-05F, Don Lugo HS New Gym Lobby to Integrated Demolition Remediation, Inc.; Spec Construction, Inc.; Canyon Steel Fabricators, Inc.; Exclusive Metal, Inc.; Golden Glass, Inc.; Mirage Builders; Floored Tile & Stone, ProSpectra Contract Flooring, D&M Painting, Inc.; Patriot Contracting & Engineering, West Point Fire Protection, Inc.; JPI Development Group, Inc.; RAN Enterprises, Inc.; Southern California West Coast Electric, and Crew, Inc.

FISCAL IMPACT

\$10,417,734.00 to Fund 21

NE:GJS:KC:cb

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 15, 2025

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: AWARD OF BID NO. 24-25-08F, DON LUGO HS PAINTING 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 Bids for Bid No. 24-25-08F, Don Lugo HS Painting Project, was published in the Inland Valley Daily Bulletin on April 3, 2025, and April 10, 2025. Bids were submitted at 1:00 p.m. on April 23, 2025. The results are as follows

Contractor	Bid Amount
Tony Painting	\$228,740.00
Cosmic Color Painting	\$287,000.00
European Style Painting, LLC	\$290,000.00
Color New Corp	\$329,000.00
Polychrome Construction, Inc.	\$337,100.00
Piana Construction & Painting, Inc.	\$346,000.00
Astro Painting Co, Inc.	\$353,000.00
D and T Painting	\$375,000.00
Optimus Construction & Painting, Inc.	\$384,000.00
Innovation Painting, Inc.	\$385,000.00
Omega Construction Co, Inc.	\$439,000.00
Nep Painting Contractors, Inc.	\$700,000.00
BCM Group, Inc.	\$782,700.00
GDL Best Contractors, Inc. (non-responsive)	\$675,000.00
GCD Painting (non-responsive)	\$250,000.00
US National Corp dba Jimenez Painting (non-responsive)	\$373,800.00

The basic scope of work for this project is the painting of Don Lugo HS

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

RECOMMENDATION

It is recommended the Board of Education award Bid No. 24-25-08F, Don Lugo HS Painting Project to Tony Painting.

FISCAL IMPACT

\$228,740.00 to Fund 25

NE:GJS:KC:cb

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 15, 2025

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Grace Park, Ed.D., Deputy Superintendent
Vanessa Acuña, Ed.D., Director, Human Resources
Joseph Durkin, 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:GP:VA:JD:jw

CERTIFICATED PERSONNEL

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>HIRED AT APPROPRIATE PLACEMENT ON THE CERTIFICATED SALARY SCHEDULE AND APPROPRIATE CREDENTIAL FOR THE 2024/2025 SCHOOL YEAR</u>			

ZHU, Xiaoshuang	DLI Teacher	Hidden Trails ES	05/12/2025
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HIRED AT APPROPRIATE PLACEMENT ON THE CERTIFICATED SALARY SCHEDULE AND APPROPRIATE CREDENTIAL FOR THE 2025/2026 SCHOOL YEAR

TANG, Ge	DLI Teacher	Hidden Trails ES	07/29/2025
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RETIREMENT

STACHURA, Marlene (34 years of service)	Elementary Teacher	Butterfield Ranch ES	06/01/2025
WILDER, Elise (27 years of service)	Elementary Teacher	Butterfield Ranch ES	05/24/2025
PATALANO, Catherine (16 years of service)	Elementary Teacher	Litel ES	05/24/2025
O'DONOHUE, Anita (36 years of service)	Secondary Teacher	Townsend JHS	05/24/2025

RESIGNATION

NOVICK, Jennifer	Elementary Teacher	Cal Aero K-8	06/27/2025
TEPER, Kori	Secondary Teacher	Chino Hills HS	05/23/2025
SEO, Minna	Elementary Music Teacher	Access & Equity	05/30/2025

APPOINTMENT - EXTRA DUTY - SPORTS

PELAYO, Chrystal (NBM)	Basketball (GF)	Legacy K-8	05/16/2025
CRISTE, Luke (NBM)	Band (B)	Ayala HS	05/16/2025
PUN, Jeanette (NBM)	Band (B)	Ayala HS	05/16/2025
GILBREATH, Aliza (NBM)	Cheer (B)	Chino HS	05/16/2025
LEON SHEPHERD, Michael (NBM)	Football (B)	Chino HS	05/16/2025
CALLES, Scott	Flag Football (B)	Chino Hills HS	05/16/2025
GARCIA, Lawrence (NBM)	Softball (B)	Chino Hills HS	05/16/2025
REDWOOD, Michael (NBM)	Basketball (B)	Chino Hills HS	05/16/2025
ROJAS, Anthony (NBM)	Football (B)	Chino Hills HS	05/16/2025
DIEGO, Jason (NBM)	Basketball (B)	Don Lugo HS	05/16/2025
MAXWELL, Tasnim	Basketball (B)	Don Lugo HS	05/16/2025

TOTAL: \$2,249.00

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT - EXTENDED LEARNING - SUMMER PROGRAMS</u>			
ARIAS, Jacqueline	Intervention Counselor K-12	Child Development	06/03/2025
BECERRA, Natalie	Intervention Counselor K-12	Child Development	06/03/2025
FELLER, Emily	Child Development Teacher	Child Development	06/03/2025
GUILLEN, Diane	Intervention Counselor K-12	Child Development	06/03/2025
LEVY, Joshua	Intervention Counselor K-12	Child Development	06/03/2025
LINENBERGER, Virginia	Intervention Counselor K-12	Child Development	06/03/2025
PEREZ, Jasmine	Child Development Teacher	Child Development	06/03/2025
REYES, Karen	Intervention Counselor K-12	Child Development	06/03/2025
VALDEZ, Maria	Child Development Teacher	Child Development	06/03/2025
DOBLIUS, Paulina	School Nurse	Health Services	06/03/2025
HERNANDEZ, Crystal	School Nurse	Health Services	06/03/2025

APPOINTMENT - SUMMER SCHOOL TEACHERS - EXTENDED SCHOOL YEAR

DEMING, Abby	M/S 1st - 3rd Grade	Litel ES	05/27/2025
GOMEZ ROCHA, Anna	M/S Autism	Litel ES	05/27/2025
IRVINE, Tiffany	M/S Pre-K Autism	Litel ES	05/27/2025
JIMENEZ, Brenda	M/S Autism	Litel ES	05/27/2025
LOCHHEAD, Louise	M/S Autism	Litel ES	05/27/2025
MARTINEZ, Erik	M/S 3rd - 6th Grade	Litel ES	05/27/2025
MELENDEZ, Linda	M/S 1st - 3rd Grade	Litel ES	05/27/2025
RIVERA, Cecilia	M/S Pre-K - Kinder	Litel ES	05/27/2025
TAYLOR, Heather	SLP	Litel ES	05/27/2025
STRAHAN, Thomas	Adapted PE	Litel ES	05/27/2025
VILLAPANDO, Jennifer	M/S Kinder - 3rd Grade	Litel ES	05/27/2025
ALSKY, Julia	SAI 4th - 6th Grade	Rhodes ES	05/27/2025
CARLOS, Clarita	SAI 4th - 6th Grade	Rhodes ES	05/27/2025
HAYS, Kristy	SAI Kinder - 3rd Grade	Rhodes ES	05/27/2025
LOPEZ, Monica	Adapted PE	Rhodes ES	05/27/2025
MUNIZ, Maria	SAI 4th - 6th Grade	Rhodes ES	05/27/2025
POMFRET, Chelsea	SAI 4th - 6th Grade	Rhodes ES	05/27/2025
REYES, Brianda	SAI Kinder - 3rd Grade	Rhodes ES	05/27/2025
ROSALES, Perla	SAI Kinder - 3rd Grade	Rhodes ES	05/27/2025
SERNA BIDDLE, Cynthia	SAI Kinder - 3rd Grade	Rhodes ES	05/27/2025
WALLACE, Danielle	SLP	Rhodes ES	05/27/2025
DEVASIA, Deepa	SLP	Walnut ES	05/27/2025
FREDERICKS, Kathryn	Adapted PE	Walnut ES	05/27/2025
PERRY, Jarred	Pre-K – 6 th Grade	Walnut ES	05/27/2025
DANG, Hannah-Tran	SLP	Chino HS	05/27/2025
DONAGHY, Tana	7th Grade – Adult Transition	Chino HS	05/27/2025

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT - SUMMER SCHOOL TEACHERS - EXTENDED SCHOOL YEAR</u> (cont.)			
ANTRIM, Kelsey	M/S 9th - 12th Grade	Chino Hills HS	05/27/2025
AUSTIN, Marcus	M/S 9th - 12th Grade	Chino Hills HS	05/27/2025
DE LA ROSA, Maria	SAI 9th - 11th Grade	Chino Hills HS	05/27/2025
FLORES, Brian	M/S 7th - 8th Grade	Chino Hills HS	05/27/2025
INGRASSIA, Richard	M/S 7th - 8th Grade	Chino Hills HS	05/27/2025
LAIRD, Shai	SAI 7th - 8th Grade	Chino Hills HS	05/27/2025
LEE, Jennifer	M/S 9th - 11th Grade	Chino Hills HS	05/27/2025
MARNIEN, Michael	SAI 9th - 11th Grade	Chino Hills HS	05/27/2025
MONTOYA, Allison	M/S 9th - 12th Grade	Chino Hills HS	05/27/2025
URISTA, Jeremiah	M/S 7th - 8th Grade	Chino Hills HS	05/27/2025
VAZQUES, Ricardo	M/S Adult Transition	Chino Hills HS	05/27/2025
MARTIN, Amanda	Psychologist	Special Education	05/27/2025
SOTELO, Celeste	Psychologist	Special Education	05/27/2025

APPOINTMENT - SUMMER SCHOOL - ADMINISTRATORS

IDE, Kristina	Principal	Litel ES	05/27/2025
SEDANO, Natalie	Principal	Rhodes ES	05/27/2025
GONZALES, Denise	Principal	Walnut ES	05/27/2025
HALE, Nicholas	Principal	Ayala HS	05/27/2025
SHULER, Kyle	Principal	Buena Vista HS	05/27/2025
COVARRUBIAS, Amparo	Principal	Chino HS	05/27/2025
SYIEM, Esibon	Principal	Chino Hills HS	05/27/2025
STREMIZ, Marcela	Principal	Don Lugo HS	06/23/2025
THOMPSON, Lisa	Principal	Don Lugo HS	05/27/2025

APPOINTMENT - SUMMER SCHOOL - TEACHERS

AMIRTASH, Katy	Integrated Math 1	Ayala HS	05/30/2025
BERRUECOS, George	Health	Ayala HS	05/30/2025
DAUGHERTY-SAUNDERS, Michael	Integrated Math 2	Ayala HS	05/30/2025
DELATORRE, Mayra	English 9CP	Ayala HS	05/30/2025
KAUR, Gurpreet	Chemistry/Earth System	Ayala HS	05/30/2025
KILLINGER, Gregory	PE 10/12	Ayala HS	05/30/2025
MAKAROW, Steven	English 11CP	Ayala HS	05/30/2025
SABBARA, Samer	US History	Ayala HS	05/30/2025
TAYLOR-CHOVAN, Collette	Biology/Living Earth	Ayala HS	05/30/2025
WENDLING, Michael	Integrated Math 1	Ayala HS	05/30/2025
BEARD, Daura	ELA/Social Science	Buena Vista HS	05/30/2025
BROWN, Melissa	Credit Recovery	Buena Vista HS	05/30/2025

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT - SUMMER SCHOOL - TEACHERS</u> (cont.)			
KELLY, Erica	ELA/Social Science	Buena Vista HS	05/30/2025
VERGARA, Sandra	Math/Science	Buena Vista HS	05/30/2025
CASTANEDA, Hannah	Chemistry/Earth System	Chino HS	05/30/2025
DUNGCA, Marilou	Integrated Math 3	Chino HS	05/30/2025
JOHNSON, Lindsay	Integrated Math 2	Chino HS	05/30/2025
LARNED, Kelly	Biology/Living Earth	Chino HS	05/30/2025
LATIMORE, Dennis	English 9CP	Chino HS	05/30/2025
NAVARRO, David	Integrated Math 1	Chino HS	05/30/2025
NORMANN, Elisianna	PE 10/12	Chino HS	05/30/2025
PEASE, Adam	English 10CP	Chino HS	05/30/2025
REID, Rhonda	Health	Chino HS	05/30/2025
WALWORTH, Frank	World History	Chino HS	05/30/2025
YURK, Timothy	Integrated Math 1	Chino HS	05/30/2025
CABRERA, Richard	World History	Chino Hills HS	05/30/2025
CALLES, Scott	Integrated Math 2	Chino Hills HS	05/30/2025
CHAPPELL, Michelle	English 9CP	Chino Hills HS	05/30/2025
DO, Therese	Chemistry/Earth System	Chino Hills HS	05/30/2025
DREW, Scot	PE 10/12	Chino Hills HS	05/30/2025
EBEL, Lance	Biology/Living Earth	Chino Hills HS	05/30/2025
MILLER, Marja	English 10CP	Chino Hills HS	05/30/2025
SANTOS, Oscar	Art Fundamental	Chino Hills HS	05/30/2025
SATHEA, Panchara	Integrated Math 1	Chino Hills HS	05/30/2025
STONE, Christopher	Health	Chino Hills HS	05/30/2025
SUH, David	Integrated Math 1	Chino Hills HS	05/30/2025
TO, Viet	Integrated Math 3	Chino Hills HS	05/30/2025
ARIAS, Brenda	Chemistry/Earth System	Don Lugo HS	05/30/2025
BELLOSO, Rodrigo	US History	Don Lugo HS	05/30/2025
FLINT, Andrew	Biology/Living Earth	Don Lugo HS	05/30/2025
GRAHAM, Spencer	Health	Don Lugo HS	05/30/2025
GRIEGO, Samantha	Integrated Math 1	Don Lugo HS	05/30/2025
LINDSAY, Andrea	Integrated Math 2	Don Lugo HS	05/30/2025
MACIAS, Tanya	English 9CP	Don Lugo HS	05/30/2025
O'MALLEY, Kimberly	English 11CP	Don Lugo HS	05/30/2025
SILVA, Michael	PE 10/12	Don Lugo HS	05/30/2025

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 SALARY SCHEDULE FOR THE 2024/2025 SCHOOL YEAR**APPOINTMENT**

PETRIDIS, Cheyenne	Paraprofessional II (SELPA/GF)	Butterfield Ranch ES	05/16/2025
HAUSER, Jamie	Paraprofessional I (SELPA/GF)	Glenmeade ES	05/16/2025
VELA-CAMBEROS, Liza	Playground Supervisor (GF)	Canyon Hills JHS	05/16/2025
MCCORD, Trinity	Paraprofessional II (SELPA/GF)	Chino HS	05/16/2025
VICTORIA, Karen	IA/Bilingual Biliterate (C)	Chino HS	05/16/2025
TOWNLEY, Ariel	Playground Supervisor (GF)	Don Lugo HS	05/16/2025
PAZ, Jeffrey	Dig. Media & Video Prod. Spec. (GF)	Communications	05/22/2025
FAUSTO, Maribel	Bus Driver (GF)	Transportation	05/16/2025
ORTEGA TORRES, Erika	Bus Driver (GF)	Transportation	05/16/2025

PROMOTION

FREGOSO, Phoebe	FROM: Attendance Clerk (GF) 8.0 hrs./195 work days TO: Grant Program Support Spec. (C) 8.0 hrs./190 work days	Ramona JHS Health Services	07/01/2025
KANKIPATI, Suryavathi	FROM: IA/Childhood Education (C) 3.65 hrs./180 work days TO: Paraprofessional II (SELPA/GF) 6.0 hrs./180 work days	Child Development Butterfield Ranch ES	05/16/2025
PENOS, Rocelle	FROM: Payroll Clerk III (GF) 8.0 hrs./261 contract days TO: Payroll Technician (GF) 8.0 hrs./261 contract days	Business Business	05/16/2025
RONQUILLO, Maribel	FROM: Typist Clerk II (GF) 8.0 hrs./201 work days TO: Administrative Secretary I (GF) 8.0 hrs./261 contract days	Curriculum Curriculum	05/16/2025
ROBLES, Ramiro	FROM: Groundsworker I (GF) 8.0 hrs./261 contract days TO: Groundsworker II (GF) 8.0 hrs./261 contract days	Maintenance Maintenance	05/16/2025

CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>PROMOTION</u> (cont.)			
ROJAS, Rafael	FROM: Bus Driver (GF)	Transportation	5/16/2025
	6.0 hrs./208 work days		
	TO: Driver Trainer (GF)	Transportation	
	8.0 hrs./261 contract days		

INCREASE IN HOURS PER DAY

MANSOUR, Lisa	From: Nutrition Services Professional (NS)	Cattle ES	04/30/2025
	2.0 hrs./181 work days		
	To: Nutrition Services Professional (NS)	Cattle ES	
	3.0 hrs./181 work days		

CHANGE OF ASSIGNMENT

PASTOR, Maria	FROM: Custodian I (GF)	Chino HS	05/16/2025
	8.0 hrs./180 work days		
	TO: Custodian I (GF)	Chino HS	
	8.0 hrs./261 contract days		

ADDITIONAL ASSIGNMENT

ALAMILLA BARRERA, Marlen	Bilingual Typist Clerk I (C)	Don Lugo HS	05/16/2025
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APPOINTMENT - EXTENDED LEARNING - SUMMER PROGRAM

AWUCHI, Okechukwu	Instructional Aide (C)	Child Development	06/03/2025
BECERRIL, Thania	Instructional Aide (C)	Child Development	06/03/2025
BOJORQUEZ DE GONZALEZ, Katia	Instructional Aide (C)	Child Development	06/03/2025
DUENAS, Jocelyn	Instructional Aide (C)	Child Development	06/03/2025
DURAN, Rosaelia	Instructional Aide (C)	Child Development	06/03/2025
GARCIA RAMOS, Lourdes	Instructional Aide (C)	Child Development	06/03/2025
HASANOFF, Maria	Instructional Aide (C)	Child Development	06/03/2025
HERNANDEZ, Cheryl	Instructional Aide (C)	Child Development	06/03/2025
HOLENDAR, Ambar	Instructional Aide (C)	Child Development	06/03/2025
IBARRA, Erika	Instructional Aide (C)	Child Development	06/03/2025
MAUGHN, Sandra	Instructional Aide (C)	Child Development	06/03/2025
MEDRANO, Jasmine	Child Care Specialist (C)	Child Development	06/03/2025
MONTERO, Ariana	Instructional Aide (C)	Child Development	06/03/2025
RAMIREZ, Sarah	Instructional Aide (C)	Child Development	06/03/2025

CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT - SUPPLEMENTAL INSTRUCTION - SUMMER SCHOOL</u>			
CONTRERAS, Lisa	Licensed Vocational Nurse (ss)	Health Services	05/27/2025
SCHEMEL, Kathy	Licensed Vocational Nurse (ss)	Health Services	05/27/2025
SMITH, Rocio	Licensed Vocational Nurse (ss)	Health Services	05/27/2025
ALVARADO, Eva	Paraprofessional II (ss)	Special Education	05/28/2025
ANCHONDO, Lori	Paraprofessional II (ss)	Special Education	06/02/2025
ANDERSON, Clayton	Paraprofessional II (ss)	Special Education	06/02/2025
ARCOS, Leila	Paraprofessional I (ss)	Special Education	05/28/2025
ARIAS, Yesica	Paraprofessional II (ss)	Special Education	05/28/2025
BARBA, Benjamin	Paraprofessional I (ss)	Special Education	06/02/2025
BAYONA, Karen	Paraprofessional II (ss)	Special Education	06/02/2025
BENNETT, Maria	Paraprofessional II (ss)	Special Education	05/28/2025
CHAMBERS, Carrie	Paraprofessional II (ss)	Special Education	05/28/2025
COLFLES, Rochell	Paraprofessional II (ss)	Special Education	05/28/2025
CRUMP, Laura	Paraprofessional II (ss)	Special Education	06/02/2025
DICKEY, Dominique	Paraprofessional I (ss)	Special Education	05/28/2025
DUARTE, Emily	Paraprofessional II (ss)	Special Education	05/28/2025
DUNN, Clara	Paraprofessional II (ss)	Special Education	05/28/2025
DURAN, Rosaelia	Paraprofessional I (ss)	Special Education	05/28/2025
EDWARDS, Cynthia	Paraprofessional II (ss)	Special Education	06/02/2025
FIERRO, Daniel	Paraprofessional I (ss)	Special Education	06/02/2025
FIERRO, Nicolas	Paraprofessional II (ss)	Special Education	06/02/2025
FOLEY, Christopher	Paraprofessional I (ss)	Special Education	05/28/2025
GONZALEZ, Erika	Paraprofessional II (ss)	Special Education	05/28/2025
GONZALEZ, Erin	Paraprofessional II (ss)	Special Education	05/28/2025
HUDSON, Whitney	Paraprofessional II (ss)	Special Education	05/28/2025
JEPEWAY, Gwen	Paraprofessional II (ss)	Special Education	05/28/2025
JOHNSON, Monique	Paraprofessional I (ss)	Special Education	05/28/2025
KOOT, Christa	Paraprofessional II (ss)	Special Education	06/02/2025
KOYRO, Patricia	Paraprofessional II (ss)	Special Education	06/02/2025
LOPEZ, Ashley	Paraprofessional II (ss)	Special Education	05/28/2025
MANUEL, Kalilah	Paraprofessional II (ss)	Special Education	05/28/2025
MARTINEZ, Martha	Paraprofessional II (ss)	Special Education	05/28/2025
MEDINA, Clarissa	Paraprofessional I (ss)	Special Education	05/28/2025
MEDINA, Alejandra	Paraprofessional II (ss)	Special Education	05/28/2025
MILVERSTED, Dana	Paraprofessional II (ss)	Special Education	06/02/2025
MODI, Supriya	Paraprofessional II (ss)	Special Education	05/28/2025
MONROY, Andrew	Paraprofessional II (ss)	Special Education	05/28/2025
NAVARRO, Nicole	Paraprofessional II (ss)	Special Education	06/02/2025
NEAL, Gloria	Paraprofessional II (ss)	Special Education	05/28/2025
ORTIZ, Sonya	Paraprofessional I (ss)	Special Education	05/28/2025
SALDANA, Vivian	Paraprofessional II (ss)	Special Education	06/02/2025

CLASSIFIED PERSONNEL (cont.)

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

SANCHEZ, Mark	Paraprofessional II (SS)	Special Education	05/28/2025
SHIFFLET, Meagan	Paraprofessional II (SS)	Special Education	05/28/2025
SILVA, Michelle	Paraprofessional II (SS)	Special Education	05/28/2025
SILVA-BAZULTO, Vicki	Paraprofessional II (SS)	Special Education	05/28/2025
SOLORIO, Stacy	Paraprofessional II (SS)	Special Education	06/02/2025
SOUSA, Elizabeth	Paraprofessional II (SS)	Special Education	06/02/2025
TALAMERA, Jasmyn	Paraprofessional II (SS)	Special Education	05/28/2025
TORRES, Tina	Paraprofessional I (SS)	Special Education	05/28/2025
VAZ, Jill	Paraprofessional I (SS)	Special Education	05/28/2025
VISTA, Sontrimae	Paraprofessional I (SS)	Special Education	05/28/2025

RETIREMENT

MELO, Manuel (25 years of service)	Custodian II (GF)	Eagle Canyon ES	04/28/2025
JARVIS, Shelly (19 years of service)	Child Care Specialist (C)	Child Development	06/03/2025

RESIGNATION

TERAN, Magda	Playground Supervisor (GF)	Legacy K-8	05/09/2025
BELTRAN, Robert	Campus Security Officer II	Chino HS	05/07/2025
DAVIS, Nicholas	Security Person (GF)	Chino Hills HS	03/31/2025
OCHOA, David	Paraprofessional II (SELPA/GF)	Special Ed	05/22/2025

RELEASE OF PROBATIONARY EMPLOYEE WITHOUT PREJUDICE

Employee #29885		04/30/2025
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APPOINTMENT OF SHORT-TERM EMPLOYEES EFFECTIVE MAY 16, 2025 THROUGH JUNE 30, 2025

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>
CARTER, Sanlyn	Visual & Performing Arts Specialist (C)	Rolling Ridge ES
ESTUDILLO, Esteban	Visual & Performing Arts Specialist (C)	Chino Hills HS

APPOINTMENT OF CLASSIFIED SUBSTITUTES EFFECTIVE JULY 1, 2024, THROUGH JUNE 30, 2025

DAVIS, Nicholas	MOHLMAN, Danielle	OCHOA, David
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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: May 15, 2025

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Grace Park, Ed.D., Deputy Superintendent
Jaime Ortega, Director, Risk Management and Human Resources

SUBJECT: REJECTION OF CLAIMS

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BACKGROUND

Claim 25.04.17 was submitted on April 16, 2025, by Downtown L.A. Law, on behalf of a minor who was a passenger in a vehicle that collided with a District vehicle. The claimant seeks a settlement demand that lies within the jurisdiction of the Superior Court.

Claim 25.04.18 was submitted on April 16, 2025, by Downtown L.A. Law, on behalf of a minor who was a passenger in a vehicle that collided with a District vehicle. The claimant seeks a settlement demand that lies within the jurisdiction of the Superior Court.

Claim 25.04.19 was submitted on December 16, 2024, by Attorney Edmond Sasooness, on behalf of Walter Ford a former certificated employee. Claimant alleges wrongful termination. The claimant seeks a settlement demand that lies within the jurisdiction of the Superior Court.

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

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

RECOMMENDATION

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

FISCAL IMPACT

Unknown at present.

NE:GP:JO:lag

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 15, 2025

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Grace Park, Ed.D., Deputy Superintendent

SUBJECT: REVISIONS TO BOARD POLICY 1312.3 – UNIFORM COMPLAINT PROCEDURES

=====

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 1312.3 – Uniform Complaint Procedures is being revised to reflect new Federal Regulations (89 Fed. Reg. 33474) and new law (AB714, 2023).

New language is provided in UPPER CASE, and 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 approve the revisions to Board Policy 1312.3 – Uniform Complaint Procedures.

FISCAL IMPACT

None.

NE:GP:jw

UNIFORM COMPLAINT PROCEDURES

The Board of Education recognizes the District has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages the early, informal resolution of complaints whenever possible and appropriate. To resolve complaints which cannot be resolved through such informal process, the Board shall adopt a uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

The District's Uniform Complaint Procedures (UCP) shall be used to investigate and resolve the following complaints:

1. Any complaint alleging District violation of applicable state and federal law or regulations governing adult education programs, after school education and safety programs, agriculture vocational education, ~~American Indian education centers and early childhood education programs assessments, bilingual education, peer assistance and review programs for teachers,~~ compensatory education, consolidated categorical aid programs, ~~economic impact, English learner program, federal education programs in Title I-VII,~~ migrant education, career technical and technical education and training programs, child care and development programs, ~~child nutrition programs,~~ regional occupational centers and programs, ~~school safety plans,~~ state preschool program, STATE PRESCHOOL HEALTH AND SAFETY IN LICENSE-EXEMPT PROGRAMS, ~~tobacco use prevention education programs, special education programs~~ and any other District-implemented program which is listed in Education Code 64000(a).

(cf. 3553 - Free and Reduced Price Meals)

(cf. 3555 - Nutrition Program Compliance)

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6171 - Title I Programs)

(cf. 6175 - Migrant Education Program)

(cf. 6178 - Career Technical Education)

(cf. 6178.1 - Work-Based Learning)

(cf. 6178.2 - Regional Occupational Center/Program)

(cf. 6200 - Adult Education)

2. Any complaint alleging the occurrence of unlawful discrimination, such as discriminatory harassment, or intimidation, against any person participating in District programs and activities, based on ~~his/her~~ A PERSON'S actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, ~~marital, pregnancy, or parental status,~~ physical or mental disability, ~~sex, sexual orientation, gender, gender identity, gender expression,~~ MEDICAL CONDITION or genetic information,

UNIFORM COMPLAINT PROCEDURES (cont.)

or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics, in District programs and activities, including, but not limited to, those funded directly by or that receive or benefit from any state financial assistance (5 CCR 4610).

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

3. Any complaint alleging District noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or to address other breastfeeding-related needs of the student (Education Code 222)

(cf. 5146 - Married/Pregnant/Parenting Students)

4. Any complaint alleging District noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)

(cf. 3260 - Fees and Charges)

(cf. 3320 - Claims and Actions Against the District)

5. Any complaint alleging District noncompliance with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)

6. Any complaint, by or on behalf of any student who is a foster youth, alleging District noncompliance with EDUCATIONAL AND GRADUATION REQUIREMENTS FOR STUDENTS IN FOSTER CARE, STUDENTS EXPERIENCING HOMELESSNESS, STUDENTS FROM MILITARY FAMILIES, STUDENTS FORMERLY IN A JUVENILE COURT SCHOOL, STUDENTS WHO ARE MIGRATORY, AND NEWCOMER STUDENTS. (EDUCATION CODE 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2)

~~any legal requirement applicable to the student regarding placement decisions, the responsibilities of the District's educational liaison to the student, the award of credit for coursework satisfactorily completed in another school or district, school transfer, or the grant of an exemption from board-imposed graduation requirements (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)~~

(cf. 6173.1 - Education for Foster Youth)

UNIFORM COMPLAINT PROCEDURES (cont.)

7. ~~Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, former juvenile court school student, or a child of a military family as defined in Education Code 49701 who transfers into the District after his/her second year of high school, alleging District noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or district or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2)~~

(cf. 6173 - Education for Homeless Children)

(cf. 6173.2 - Education of Children of Military Families)

8. 7. Any complaint alleging District noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student in grades 9-12 to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.3)

(cf. 6152 - Class Assignment)

9. 8. Any complaint alleging District noncompliance with the physical education instructional minutes requirement for students in elementary school (Education Code 51210, 51223)

(cf. 6142.7 - Physical Education and Activity)

40. 9. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

44. 10. Any other complaint as specified in a District policy

The Board recognizes that Alternative Dispute Resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is agreeable to all parties. One type of ADR is mediation, which shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The District shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. As appropriate, for any complaint alleging retaliation, or unlawful discrimination, such as discriminatory harassment, intimidation, OR BULLYING, the Superintendent or designee shall keep confidential the identity of a complainant and/or the subject of the complaint, if he/she is different from the complainant, as long as the integrity of the complaint process is maintained.

UNIFORM COMPLAINT PROCEDURES (cont.)

(cf. 4119.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

When an allegation that is not subject to the UCP is included in a UCP complaint, the District shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP related allegation(s) through the District's UCP.

The Superintendent or designee shall provide training to District staff to ensure awareness and knowledge of current law and related requirements, including the steps and timelines specified in this policy and the accompanying administrative regulation.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

The Superintendent or designee shall maintain records of all UCP complaints and the investigations of those complaints, in accordance with applicable state law and District policy.

(cf. 3580 - District Records)

Non-Uniform Complaint Procedures Complaints

The following complaints shall not be subject to the District's UCP but shall be referred to the specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, the County Protective Services Division, and the appropriate law enforcement agency.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

- ~~2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services. and shall, for licensing exempt facilities, be referred to the appropriate Child Development regional administrator.~~

- ~~3. Any complaint alleging fraud shall be referred to the legal, audits and compliance branch of the California Department of Education.~~

ANY COMPLAINT ALLEGING THAT A STUDENT, WHILE IN AN EDUCATION PROGRAM OR ACTIVITY, WAS SUBJECTED TO CONDUCT KNOWN TO THE DISTRICT THAT MAY REASONABLY CONSTITUTE SEX DISCRIMINATION UNDER TITLE IX, INCLUDING SEX-BASED HARASSMENT, AS DEFINED IN 34CFR 106.2.

UNIFORM COMPLAINT PROCEDURES (cont.)

4. EXCEPT FOR COMPLAINTS ALLEGING SEX DISCRIMINATION, INCLUDING SEX-BASED HARASSMENT, Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the District in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment.

EMPLOYMENT COMPLAINTS ALLEGING SEX DISCRIMINATION, INCLUDING SEX-BASED HARASSMENT, SHALL BE INVESTIGATED AND RESOLVED AS SPECIFIED IN 34 CFR 106.44 AND 106.45.

5. ANY COMPLAINT ALLEGING VIOLATION OF A STATE OR FEDERAL LAW OR REGULATION RELATED TO SPECIAL EDUCATION, A SETTLEMENT AGREEMENT RELATED TO THE PROVISIONS OF A FREE APPROPRIATE PUBLIC EDUCATION (FAPE), FAILURE OR REFUSAL TO IMPLEMENT A DUE PROCESS HEARING ORDER TO WHICH THE DISTRICT IS SUBJECT, OR A PHYSICAL SAFETY CONCERN THAT INTERFERES WITH THE DISTRICT'S PROVISION OF FAPE SHALL BE SUBMITTED TO THE CALIFORNIA DEPARTMENT OF EDUCATION (CDE). (4 CCR 15580-15584)
6. ANY COMPLAINT ALLEGING NONCOMPLIANCE OF THE DISTRICT'S FOOD SERVICE PROGRAM WITH LAWS REGARDING MEAL COUNTING AND CLAIMING, REIMBURSABLE MEALS, ELIGIBILITY OF CHILDREN OR ADULTS, OR USE OF CAFETERIA FUNDS AND ALLOWABLE EXPENSES SHALL BE FILED WITH THE OR REFERRED TO CDE IN ACCORDANCE WITH BOARD POLICY 3555 – NUTRITION PROGRAM COMPLIANCE. (5 CCR 15580-15584)
7. ANY ALLEGATION OF DISCRIMINATION BASED ON RACE, COLOR, NATIONAL ORIGIN, SEX, AGE, OR DISABILITY IN THE DISTRICT'S FOOD SERVICE PROGRAM SHALL BE FILED WITH OR REFERRED TO THE U.S. DEPARTMENT OF AGRICULTURE IN ACCORDANCE WITH BOARD POLICY 3555 – NUTRITION PROGRAM COMPLIANCE. (5 CCR 15582)

In addition, the District's Williams Uniform Complaint Procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments (Education Code 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 3555 – Nutrition Program Compliance)

UNIFORM COMPLAINT PROCEDURES (cont.)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

222 Reasonable accommodations; lactating students

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

32280-32289 School safety plan, uniform complaint procedures

35186 Williams uniform complaint procedures

46015 Accommodations for pregnant and parenting students

48645.7 Juvenile court schools

48853-48853.5 Foster youth

48985 Notices in language other than English

49010-49013 Student fees

49060-49079 Student records

49069.5 Rights of parents

49490-49590 Child nutrition programs

49701 Interstate Compact on Educational Opportunity for Military Children

51204.5 Social Sciences Instruction; contributions of specified groups

51210 Courses of study grades 1-6

51223 Physical education, elementary schools

51225.1-51225.2 Foster youth and homeless children; former juvenile court school student, and military-connected students; course credits; graduation requirements

51226-51226.1 Career Technical Education

51228.1-51228.3 Course periods without educational content

51501 Nondiscriminatory subject matter

52060-52077 Local control and accountability plan, especially

52075 Complaint for lack of compliance with local control and accountability plan requirements

52160-52178 Bilingual education programs

52300-52462 Career technical education

52500-52616.24 Adult schools

54000-54029 Economic Impact Aid

54400-54425 Compensatory education programs

54440-54445 Migrant education

54460-54529 Compensatory education programs

56000-56865 Special education programs

59000-59300 Special schools and center

64000-64001 Consolidated application process

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

12900-12996 Fair Employment and Housing Act

PENAL CODE

422.55 Hate crime; definition

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 2

11023 Harassment and discrimination prevention and correction

CODE OF REGULATIONS, TITLE 5

3080 Application of section

3200-3205 SPECIAL EDUCATION COMPLIANCE COMPLAINTS

4600-4687 Uniform complaint procedures

UNIFORM COMPLAINT PROCEDURES (cont.)

4690-4694 Health & Safety issues in license-exempt preschool programs

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972

6301-6577 Title I basic programs

6801-6871 7014 Title III language instruction for limited English proficient and immigrant students

7101-7184 Safe and Drug-Free Schools and Communities Act

7201-7283g Title V promoting informed parental choice and innovative programs

7301-7372 Title V rural and low-income school programs

12101-12213 Title II equal opportunity for individuals with disabilities

UNITED STATES CODE, TITLE 29

794 Section 504 of Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended

2000h-2-2000h-6 Title IX of the Civil Rights Acts of 1964

6101-6107 Age Discrimination Act of 1975

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

106.30 Nondiscrimination on the basis of sex in education programs

106.45 Title IX sexual harassment complaint procedures

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

110.25 Notification of nondiscrimination on the basis of age

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Sample UCP Board Policies and Procedures

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter: Bullying of Students with Disabilities, August 2013

Dear Colleague Letter: Harassment and Bullying, October 2010

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002

WEBSITES

California School Boards Association: www.csba.org

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

Family Policy Compliance Office: www.family.policy.ed.gov

U.S. Department of Education, Office for Civil Rights: www.ed.gov/about/offices/list/ocr

U.S. Department of Justice: www.justice.gov

Chino Valley Unified School District

Policy adopted: October 19, 1995

Revised: September 4, 2003

Revised: December 9, 2004

Revised: September 1, 2005

Revised: October 15, 2009

UNIFORM COMPLAINT PROCEDURES (cont.)

Revised: August 16, 2012

Revised: June 13, 2013

Revised: September 5, 2013

Revised: October 2, 2014

Revised: August 13, 2015

Revised: November 5, 2015

Revised: September 15, 2016

Revised: August 17, 2017

Revised: February 21, 2019

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 15, 2025

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Grace Park, Ed.D., Deputy Superintendent

SUBJECT: REVISIONS TO BOARD POLICY 4030 – NONDISCRIMINATION IN EMPLOYMENT

=====

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 4030 – Nondiscrimination in Employment is being revised to new Federal Regulations (89 Fed. Reg. 33474) and new law (AB714, 2023).

New language is provided in UPPER CASE, and 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 approve the revisions to Board Policy 4030 – Nondiscrimination in Employment.

FISCAL IMPACT

None.

NE:GP:jw

NONDISCRIMINATION IN EMPLOYMENT

The Board of Education desires to provide a SAFE, positive work environment where ALL DISTRICT employees, ~~and job applicants~~ are assured of FULL AND equal EMPLOYMENT access and opportunities, PROTECTION ~~and are free~~ from harassment AND INTIMIDATION, AND FREEDOM FROM ANY FEAR OF REPRISAL OR RETRIBUTION FOR ASSERTING THEIR EMPLOYMENT RIGHTS in accordance with law.

(cf. 1240 - Volunteer Assistance)

(cf. 3312 - Contracts)

(cf. 3600 - Consultant)

(cf. 4111/4211/4311 - Recruitment and Selection)

NO DISTRICT EMPLOYEE SHALL BE DISCRIMINATED AGAINST OR HARASSED BY ANY COWORKER, SUPERVISOR, MANAGER, OR OTHER PERSON WITH WHOM THE EMPLOYEE COMES IN CONTACT IN THE COURSE OF EMPLOYMENT, ~~The Board of Education prohibits any District employees from discriminating against or harassing any other District employee or job applicant~~ on the basis of the person's actual or perceived race, religious creed, color, national origin, ancestry, age, PARENTAL, FAMILY, OR marital status; pregnancy, CHILD BIRTH, TERMINATION OF PREGNANCY, OR LACTATION, INCLUDING RELATED MEDICAL CONDITIONS AND RECOVERY; physical or mental disability, medical condition, genetic information, military and veteran status, gender, gender identity, gender expression, sex, ~~or~~ sexual orientation or association with a person or group with one or more of these actual or perceived characteristics.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

DISCRIMINATION IN EMPLOYMENT BASED ON THE CHARACTERISTICS LISTED ABOVE IS PROHIBITED IN ALL AREAS OF EMPLOYMENT AND IN ALL EMPLOYMENT-RELATED PRACTICES, INCLUDING THE FOLLOWING:

1. HIRING, COMPENSATION, TERMS, CONDITIONS, AND OTHER PRIVILEGES OF EMPLOYMENT

(cf. 4151/4251/4351 - Employee Compensation)

(cf. 4154 - Health and Welfare Benefits)

~~2. Prohibited discrimination consists of the Taking of any adverse employment action against a person, including termination or denial of EMPLOYMENT, promotion, job assignment, or training, or in discriminating against the person in compensation, terms, conditions, or other privileges of employment based on any of the prohibited categories of discrimination listed above.~~

NONDISCRIMINATION IN EMPLOYMENT

3. ~~Harassment consists of any Unwelcome CONDUCT, WHETHER verbal, physical, or visual conduct that is based on any of the prohibited categories of discrimination listed above and that is so severe or pervasive AS TO that it adversely affects an individual's EMPLOYEE'S employment opportunities, has the OR THAT HAS THE purpose or effect of unreasonableY interfering with the individual's work performance, or creatINGes an intimidating hostile, or offensive work environment.~~

4. ACTIONS AND PRACTICES IDENTIFIED AS UNLAWFUL OR DISCRIMINATORY PURSUANT TO GOVERNMENT CODE 12940 OR 2 CCR 11006-11086, SUCH AS:

a. ~~The prohibition against discrimination based on the sex of an employee or job applicant shall include any discrimination based on the person's pregnancy, childbirth, breastfeeding, or any related medical conditions. (Government Code 12926, 12940) SEX DISCRIMINATION AS SPECIFIED IN BOARD POLICY AND ADMINISTRATIVE REGULATION 4119.11/4219.11/4319.11 – SEX DISCRIMINATION AND SEX BASED HARASSMENT.~~

(cf. 4033 - Lactation Accommodation)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

b. ~~The prohibition against discrimination based on the Religious creed of an employee or job applicant includes any discrimination based on AN EMPLOYEE'S RELIGIOUS BELIEF OR OBSERVANCE, INCLUDING the person's religious dress or grooming practices or BASED ON THE DISTRICT'S FAILURE OR REFUSAL TO USE REASONABLE MEANS TO ACCOMMODATE AN EMPLOYEE'S any conflict between the person's religious belief, observance, or practice WHICH CONFLICTS WITH and an employment requirement. In accordance with Government Code 12940, prohibited discrimination on the basis of religious creed also includes the district's failure or refusal to use reasonable means to accommodate an employee's or job applicant's religious belief, observance, or practice which conflicts with an employment requirement. However, the District shall not accommodate an employee's religious dress practice or religious grooming practice if it requires segregation of the individual from other employees or the public or if it would result in a violation of this policy or any law prohibiting discrimination.~~

c. REQUIREMENT FOR A MEDICAL OR PSYCHOLOGICAL EXAMINATION OF A JOB APPLICANT, OR AN INQUIRY INTO WHETHER A JOB APPLICANT HAS A MENTAL OR PHYSICAL DISABILITY OR A MEDICAL CONDITION OR AS TO THE SEVERITY OF ANY SUCH DISABILITY OR CONDITION, WITHOUT THE SHOWING OF A JOB-RELATED NEED OR BUSINESS NECESSITY.

(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)

(cf. 4032 - Reasonable Accommodation)

NONDISCRIMINATION IN EMPLOYMENT

The Board also prohibits retaliation against any District employee ~~or job applicant or who~~ complains, testifies, assists, or in any way participates in the District's complaint ~~procedures~~ PROCESS instituted pursuant to this policy. No employee ~~or job applicant~~ who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940)

Complaints ~~regarding~~ CONCERNING employment discrimination, ~~or~~ harassment, OR RETALIATION shall immediately be investigated in accordance with ~~AR 4031—~~ ~~Complaints Concerning Discrimination in Employment.~~ PROCEDURES SPECIFIED IN THE ACCOMPANYING ADMINISTRATIVE REGULATION. HOWEVER, COMPLAINTS ALLEGING SEX DISCRIMINATION UNDER TITLE IX SHALL BE INVESTIGATED AND RESOLVED IN ACCORDANCE WITH THE PROCEDURES SPECIFIED IN 34 CFR 106.44 AND 106.45 AND ADMINISTRATIVE REGULATION 4119.12/4219.12/4319.12 – TITLE IX SEX DISCRIMINATION AND SEX-BASED HARASSMENT COMPLAINT PROCEDURES.

~~The following position is designated as Coordinator for Nondiscrimination in Employment:—~~

~~Assistant Superintendent, Human Resources
5130 Riverside Drive
Chino, California 91710-4310
(909) 628-1201 ext. 1111~~

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment, shall report the incident to the Coordinator or Superintendent as soon as practical after the incident. All other employees are to report such incidents to their supervisor immediately.

The Superintendent or designee shall use ALL appropriate means to reinforce the District's nondiscrimination policy. He/she shall provide training and information to employees about how to recognize harassment and discrimination, OR OTHER PROHIBITED CONDUCT, how to respond appropriately, and components of the District's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the District's employment practices and, as necessary, shall take action to ensure District compliance with the nondiscrimination laws.

Any District employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

NONDISCRIMINATION IN EMPLOYMENT

THE DISTRICT SHALL MAINTAIN AND PRESERVE ALL APPLICATIONS, PERSONNEL, MEMBERSHIP, OR EMPLOYMENT REFERRAL RECORDS AND FILES FOR AT LEAST FOUR YEARS AFTER THE RECORDS ARE INITIALLY CREATED OR RECEIVED OR, FOR AN APPLICANT OR A TERMINATED EMPLOYEE, FOR FOUR YEARS AFTER THE DATE THE EMPLOYMENT ACTIONS WAS TAKEN. HOWEVER, WHEN THE DISTRICT IS NOTIFIED THAT A COMPLAINT HAS BEEN FILED WITH THE CALIFORNIA CIVIL RIGHTS DEPARTMENT, RECORDS RELATED TO THE EMPLOYEE INVOLVED SHALL BE MAINTAINED AND PRESERVED UNTIL THE LATER OF THE FIRST DATE AFTER THE TIME FOR FILING A CIVIL ACTION HAS EXPIRED OR THE FIRST DATE AFTER THE COMPLAINT HAS BEEN FULLY AND FINALLY DISPOSED OF AND ALL ADMINISTRATIVE PROCEEDINGS, CIVIL ACTIONS, APPEALS, OR RELATED PROCEEDINGS HAVE BEEN TERMINATED. (GOVERNMENT CODE 12946)

~~Any employee or job applicant who believes that he/she has been or is being discriminated against or harassed in violation of District policy should, as appropriate, immediately contact his/her supervisor, the Coordinator, or the Superintendent who shall advise the employee or applicant about the District's procedures for filing, investigating, and resolving any such complaint.~~

NOTIFICATIONS

~~The District's policy shall be posted in all District schools and offices including staff lounges (5 CCR 4960)~~

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

CIVIL CODE

51.7 Freedom from violence or intimidation

GOVERNMENT CODE

11135 Unlawful discrimination

11138 Rules and regulations

12900-12996 Fair Employment and Housing Act

12940-12952 Unlawful employment practices

12960-12976 Unlawful employment practices; complaints

PENAL CODE

422.56 Definitions, hate crimes

CODE OF REGULATIONS, TITLE 2

11006-11086 Discrimination in employment

11013 Recordkeeping

11019 Terms, conditions and privileges of employment

11023 Harassment and discrimination prevention and correction

11024 Sexual harassment training and education

11027-11028 National origin and ancestry discrimination

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

NONDISCRIMINATION IN EMPLOYMENT

UNITED STATES CODE, TITLE 29

621-634 Age Discrimination in Employment Act

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964, as amended

2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended

2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age discrimination in federally assisted programs

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 34

100.6 Compliance information

104.7 Designation of responsible employee for Section 504

104.8 Notice

106.8 Designation of responsible employee and adoption of grievance procedures

106.9 Dissemination of policy

110.1-110.39 Nondiscrimination on the basis of age

COURT DECISIONS

Thompson v. North American Stainless LP, (2011) 131 S.Ct. 863

Shephard v. Loyola Marymount, (2002) 102 Cal.App.4th 837

Management Resources:

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS

California Law Prohibits Workplace Discrimination and Harassment

Transgender Rights in the Workplace

Workplace Harassment Guide for California Employers

Your Rights and Obligations as a Pregnant Employee

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Notice of Non-Discrimination, August 2010

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

EEOC Compliance Manual

Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999

WEBSITES

California Department of Fair Employment and Housing: www.dfeh.ca.gov

U.S. Department of Education, Office for Civil Rights: www.ed.gov/about/offices/list/ocr

U.S. Equal Employment Opportunity Commission: www.eeoc.gov

Chino Valley Unified School District

Policy adopted: November 16, 1995

Revised: March 23, 2000

Revised: April 20, 2000

Revised: September 16, 2010

Revised: September 6, 2012

Revised: September 5, 2013

Revised: November 5, 2015

Revised: October 6, 2016

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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

DATE: May 15, 2025

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Grace Park, Ed. D., Deputy Superintendent
Vanessa Acuña, Ed. D., Director, Human Resources
Joe Durkin, Director, Human Resources

**SUBJECT: LEARNING SITE AGREEMENT WITH CAL-STATE UNIVERSITY,
SAN BERNARDINO**

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BACKGROUND

Student teaching, internship, and practicum experience provides a high quality of learning, support, and practical classroom experience for professionals in training. The Chino Valley Unified School District has an opportunity to establish a Learning Site Agreement with Cal-State University, San Bernardino for student teaching, internships, and fieldwork experience.

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

RECOMMENDATION

It is recommended the Board of Education approve the Learning Site Agreement with Cal-State University, San Bernardino.

FISCAL IMPACT

None.

NE:GP:VA:JD:jw

**COLLEGE OF EDUCATION
LEARNING SITE AGREEMENT**

This *Learning Site Agreement* (“Agreement”) is entered into by and between the Trustees of the California State University (CSU) on behalf of California State University, San Bernardino (“University” or “CSUSB”) principally located at 5500 University Parkway, San Bernardino, CA 92407

and Chino Valley Unified School District (Legal Entity Name)
located at 13461 Ramona Avenue, Chino, CA 91710

BACKGROUND: The University Procurement & Contracts Department is requested to execute a substantial number of Learning Site Agreements annually. This Learning Site Agreement is intended to streamline the process by authorizing campus departments to place students at sites where a standardized agreement, containing required general terms and conditions, is already executed and in force. Where neither party requires the standard contract language be modified by additions or deletions, students may be placed without further action from Procurement & Contracts. Program specific requirements not explicitly addressed in this agreement do not automatically necessitate the execution of a supplemental agreement. For example, implicit program administrative requirements, which do not affect the substantive rights of the parties, do not require an amendment or supplemental agreement. Only modifications, which materially change the rights or obligations of the parties, **or any revision to, or deviation from, the General Provisions**, require both parties authorized signatories to execute an amendment or supplemental agreement.

PURPOSE: University offers degree, certificate, or class specific programs in a wide variety of disciplines, which are academically enhanced by practical experiences outside of the traditional classroom setting. The term “University Program”, includes any college, school, academic or administrative department located at CSUSB or CSUSB-PDC (Palm Desert Campus), governed by the Trustees of the California State University which may offer programs involving practical experience outside the classroom. In order for specific University programs to place students with a Learning Site, a valid Learning Site Agreement must be in place. Execution of a Learning Site Agreement does not automatically grant University the right to place students with Learning Site at any time or place it desires, nor does it promise or ensure that students will be placed at Learning Site. Placement of students at a Learning Site is at the sole discretion of individual University programs so long as Learning Site is willing and able to accommodate students for the requested duration. Prior to any placement, both the specific University program and Learning Site must mutually agree in writing prior to placement, to the scope of the engagement and to any additional program specific requirements not specified herein.

SCOPE: This agreement is intended to cover *Service Learning, Internships, Fieldwork, Field Practicums, Supervised Field Placement, Practice Teaching*, and any substantially similar program where University places students with an outside entity as part of his or her educational requirements. Each University program is required to maintain program specific standards, tools and goals, which must be communicated with Learning Site prior to placement of students. These requirements may include, but not be limited to risk assessments and site vetting which may or may not include a site visit; and creation of a program specific Learning Plan. This agreement does not delineate any of these responsibilities. Individual programs are required to develop, maintain, and communicate, as necessary, any additional requirements to Learning Site. Specific program requirements may be incorporated into this agreement by reference as necessary, or from time to time by addendum, upon the request of University Program or Learning Site.

In consideration of the mutual promises and conditions set forth below, the University and the Learning Site agree as follows:

I. RIGHTS AND OBLIGATIONS

A. Program Activities

1. The Learning Site will provide the University’s student(s) with a student-focused learning experience in keeping with the student(s) and the University’s learning objectives and goals.
2. The Learning Site and the University will meet as necessary to facilitate a mutually beneficial experience for all parties involved, or at the request of any of the parties.

3. The University and the Learning Site shall mutually agree to maximum number of students assigned to the Learning Site at any one time for experience in any given semester prior to the student(s) arrival at the Learning Site.
4. The length of the time the student(s) will be assigned to the Learning Site shall be mutually agreed to prior to the student(s) arrival at the Learning Site.
5. The University will work closely with the Learning Site to meet the expectations and priorities of the Learning Site as well as the student(s) outcomes.

B. Conflict Resolution and Discipline

1. The Learning Site and the University will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.
2. The Learning Site may dismiss a student if the student violates its standards, mission or goals. The Learning Site will document its rationale for terminating a student and provide the University with a copy of the rationale upon request.

C. Learning Site's Responsibilities

1. Identify the student's field instructor (supervisor or Resident Teacher) who satisfies the University requirements for this role. The field instructor agrees to meet with the student regularly to facilitate the student's learning experience, provide support, review progress on assigned tasks, verify service hours (if required) and give feedback. Facility shall provide students with sufficient numbers and variety of procedural experiences to satisfy requirements for the fieldwork and/or practice teaching.
 - a. "Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the Learning Site, in the schools or classrooms in which practice teaching is provided.
2. The Learning Site shall provide, for those students in credentialing programs, the University student teaching experience through practice teaching in schools and classes of the Learning site. Such practice teaching shall be provided in such schools or classes of the Learning site under the direct supervision and instruction of such employees of the Learning Site, as both parties, through their duly authorized representative, agree upon.
 - a. An assignment of a student of the university to practice teaching of the Learning Site shall be, at the discretion of the University for approximately 16 weeks of student teaching.
3. Provide an orientation that includes a site tour; an introduction to staff; a description of the characteristics of and risks associated with the Learning Site's operations, services and/or clients; a discussion concerning safety policies and emergency procedures; and information detailing where students will check-in and how the students will log their time.
4. Provide each student with a written description of the student's tasks and responsibilities.
5. Provide appropriate training, equipment, materials and work area for students prior to students performing assigned tasks or working with the Learning Site's clients.
6. Evaluate the quality of student performance in accordance with any program specific requirements mutually agreed to and provided by the University in advance of student(s) arrival.
7. Contact the University if the student fails to perform assigned tasks, engages in misconduct, or does not meet the Learning Site's expectations for any reason.
8. Notify the University as soon as is reasonably possible of any injury or illness to a student participating in a learning activity at the Learning Site.
9. Learning Site retains professional and administrative responsibility for all activity at Learning Site.

D. University's Responsibilities

1. The University will advise the student(s) of their responsibility to:
 - a. Participate in all training required by the Learning Site.
 - b. Exhibit professional, ethical and appropriate behavior when at the Learning Site.
 - c. Complete all assigned tasks and responsibilities in a timely and efficient manner.
 - d. Abide by the Learning Site's rules and standards of conduct.
 - e. Maintain the confidentiality of the Learning Site's proprietary information, records and information concerning its clients.
2. The University shall maintain fieldwork eligibility records of each candidate in practice teaching, school psychology, professional counseling, school counseling, and rehabilitation counseling fieldwork and administrative practice.
3. The University shall maintain eligibility records for each credential student candidate. This includes but is not limited to the Certificate of Clearance issued by the California Commission on Teacher Credentialing, proof of Tuberculosis clearance, all required test scores and proof of subject matter competency to verify eligibility for fieldwork experiences according to the requirements for each credential program.
4. The University will inform students in practice teaching that they are not (1) Learning Site employees for any purpose; (2) entitled to wages or employee benefits for the time spent at the Learning Site in practice teaching.
5. The University shall take all necessary steps to ensure that any student presented to the Learning Site for affiliation through this Agreement is currently enrolled at the University.
6. The University shall provide District Resident Teachers/Mentors a minimum of 10 hours of initial orientation to the program curriculum, about effective supervision approaches and instructional practices. The University ensures that District Resident Teachers remain current in the knowledge and skills for candidate supervision and program expectations.

E. Payment Schedule For Credential Program Resident Teachers/Mentors

1. It has been determined between the parties hereto that the payments to be made to the District under this agreement do not exceed the actual cost to the District of the services rendered by the District;
2. The honorarium or payment provided herein is intended to be transmitted promptly by the District to the Resident Teacher/Mentor Teacher as compensation for and recognition of services performed for the student teacher in the Resident Teacher/Mentor Teacher's charge;
3. The State shall pay District for such services at the RATE AND AMOUNT of \$250.00 per student per semester, not to exceed a total payment of \$50,000.00 during the term of the agreement.

II. GENERAL PROVISIONS

- A. Term of Agreement** - The term of this Agreement shall begin on July 1, 2025 and shall continue through June 30, 2030. Unless otherwise prohibited by law, a new agreement shall automatically be sent to the District for consideration of renewal (if not terminated sooner in accordance with the termination provisions provided herein) for an additional term under the same terms and conditions. Agreements subject to California Education Code Section 17596 shall not exceed five (5) years in total.

BY CHECKING THE FOLLOWING BOX, LEARNING SITE MAY ELECT TO PROVIDE ADVANCE NOTICE OF TERMINATION. ACCORDINGLY, UPON COMPLETION OF THE INITIAL TERM THIS AGREEMENT WILL NOT AUTOMATICALLY RENEW ☒

- B. Termination** - Either Party may terminate this agreement with thirty (30) days advance written notice. If either Party terminates prior to the completion of an academic semester, all students enrolled at the time of notification must be allowed to continue their placement until the conclusion of the current academic semester.

C. Relationship of Parties – Learning Site (including its employees and agents) shall act in an independent capacity and not as officers, employees or agents of CSU or University. Nothing in this Agreement shall be construed to constitute a partnership, joint venture or any other relationship other than that of independent contractors.

D. Indemnification

1. University shall defend, indemnify and hold Learning Site, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents, or employees.
2. Learning Site shall defend, indemnify and hold University, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Learning Site, its officers, agents, or employees.

E. Insurance

1. Each Party shall, at its own cost and expense, maintain general liability insurance, comprehensive or commercial form, with a minimum limit of \$2,000,000 for each occurrence and \$4,000,000 general aggregate. If Learning Site offers medical or professional services, Learning Site shall also carry professional liability (or errors and omissions) coverage with the same minimum limits. Each Party shall maintain Workers' compensation insurance as required by law. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII.
2. The California State University system has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority.
3. The State of California has elected to be self-insured for its vehicle liability and Workers' Compensation and property exposures. As a State agency, the California State University, Office of the Chancellor, the Trustees, and the CSU system of campuses are included in this self-insured program.
4. Notwithstanding anything to the contrary in Subsection E.1, Learning Site may maintain a self-insurance program for all or any part of the foregoing liability risks, provided such self-insurance in all material respects complies with the requirements set forth herein.
 - a. If self-insured Learning Site, upon request, shall furnish University with a Certificate of Self-Insurance Coverage or other suitable document indicating that the self-funded retention levels maintained for each liability program meet or exceed the minimum insurance limits required under this agreement.
5. The General Liability coverage referred to hereunder by each Party shall include the respective Party as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of the Parties, their officers, agents and/or employees.
6. University shall arrange for students to be covered by an insurance policy providing general and professional liability with limits of \$2,000,000 each occurrence and \$4,000,000 general aggregate under either the Student Academic Field Experience for Credit Liability Insurance Program (SAFECLIP), or the Student Professional Liability Insurance Program (SPLIP)
 - a. Student Academic Field Experience for Credit Liability Insurance Program (SAFECLIP) provides general and professional liability coverage for students enrolled in service-learning course sections for which they receive academic credit. In essence, the program provides indemnity, including legal defense costs for students, faculty, campus and host institution (when required by contract/agreement), if there is a claim or lawsuit involving injury to others or damage to property in connection with service learning and other academic fieldwork experiences.
 - b. Student Professional Liability Insurance Program (SPLIP) provides general and professional liability coverage as well as educator's errors & omissions liability coverage for students enrolled in nursing, allied health, social work or education credential programs of the CSU who also perform community service or volunteer work for academic credit.

- F. Status of Students** - Students shall at no time throughout this agreement be considered officers, employees, agents or volunteers of either the University or Learning Site, except when explicitly approved by the specific program. Students do not displace regular employees.
- G. Confidentiality of Student Information** – University student records shall remain confidential as required by the Family Educational Rights and Privacy Act (FERPA). Neither Party shall release any protected student information without written consent of the student, unless required to do so by law or as dictated by the terms of this Agreement.
- H. Health Testing** – If Learning Site requires a health history or testing (tuberculosis testing, current immunizations, flu shot, etc.) for students prior to placement, students shall provide proof of satisfactory health history directly to Learning Site.
- I. Background Check/Finger-Printing** - If Learning Site requires University’s students to undergo a background check or fingerprinting prior to placement, University students shall coordinate the results directly with Learning Site.
- J. Governing Law** – This Agreement shall be construed in accordance with and governed by the laws of the State of California, except where superseded by federal law.
- K. Endorsement** - Nothing contained in this Agreement shall confer on any party the right to use the other party’s name as an endorsement of a product or service, or to advertise, promote or market any product or service.
- L. Assignments** - This Agreement is not assignable in whole or in part by either Party.
- M. Fair Labor Standards Act and Displacement of Organization Employees** – It is not the intention of this Agreement for students to perform services that would displace or replace regular employees of Learning Site.
- N. Confidentiality of Medical Records (HIPAA)** – [Applicable to clinical/medical placements only] All of Learning Site’s medical records and charts created in connection with Clinical Training shall be and shall remain the property of Learning Site. For purposes of this Agreement and patient confidentiality under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), students shall be considered to be members of Learning Site’s “Workforce,” as defined at 45 Code of Federal Regulations (C.F.R.) §160.103.

In the course of Clinical Training at Learning Site, Students may have access to Protected Health Information, as defined at 45 C.F.R. §160.103, and shall be subject to Learning Site’s HIPAA Privacy and Security policies and procedures. Students may be required to participate in training related to Learning Site’s HIPAA Privacy and Security policies and procedures.

The Parties agree that University is not a “business associate” of Learning Site under HIPAA. University will not be performing or assisting in the performance of covered HIPAA functions on behalf of Learning Site. There will be no exchange of individually identifiable protected health information between University and Learning Site.

- O. Locations** – If Learning Site operates more than one location capable of accepting student interns, and unless otherwise prohibited by policy or law, all locations under Learning Site’s management or control will be covered by the terms of this Agreement. As such, the terms of this agreement shall flow down to any agency, department, etc. under the jurisdiction of the executing body without execution of a separate agreement.
- P. Accrediting Body Essentials:** Both parties hereby agree to adhere to the essentials as set forth by appropriate accrediting bodies Accrediting bodies include, but are not limited to, the Commission on Teacher Credentialing (CTC) and the Council for Accreditation of Counseling and Related Programs (CACREP).
- Q. Nondiscrimination** – Neither Party shall discriminate unlawfully against any student in placement or continuation in a fieldwork program, nor shall they discriminate unlawfully against any employee or applicant for employment.
- R. Severability** - If any provision of this agreement is held invalid by any law, rule, order of regulation of any government, or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.
- S. Notices** – Any notices required by this Agreement will be deemed to have been duly given if sent by overnight delivery or by certified mail with return receipt requested to the correct addresses. Additionally, notices by Email will be considered legal notice if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be: Learning Site name or CSUSB].

- T. Program Contacts (Optional)** – The below listed program contacts (if any) may have administrative oversight of educational programs related to this agreement. These individuals should be contacted for program administrative matters only. All contractual matters must be communicated, in writing, to the authorized signatories.

California State University, San Bernardino:

Catherine Provencio

(University Program Contact) Name

Administrative Analyst-Specialist

Title

coedeansoffice@csusb.edu

Email

+1 (909) 537-5600

Phone

Learning Site:

Grace Park

Associate Superintendent

teresa_shockley@chino.k12.ca.us

(909) 628-1202 x1673

Phone

- U. Authority** - Each Party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing agreements or obligations.

- V. Changes** – This agreement may only be modified through execution of a written amendment.

- W. Entire Agreement** – This document contains the entire agreement and understanding of the Parties, and supersedes all prior agreements, arrangements, and understandings with respect to the subject matter of this document. No amendment, alternation or variation of the terms of the Agreement shall be valid unless in writing and signed by the Parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized parties as of the date last written below.

Trustees of the California State University:

Learning Site:

University Authorized Signature

Date

Name

Title

Email

Learning Site Authorized Signature

Date

Grace Park

Name

Associate Superintendent

Title

Email

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 15, 2025

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Tracy Freed, Ed.D., Assistant Superintendent, Curriculum, Instruction,
Innovation, and Support
Lisa Madera, Director, Elementary Curriculum and Instruction

SUBJECT: READING DIFFICULTIES RISK SCREENER ADOPTION FOR GRADES K-2

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BACKGROUND

On July 10, 2023, Senate Bill 114 was signed into law adding Education Code 53008, which requires Local Education Agencies (LEAs) to screen students in grades K-2 for reading delays, including dyslexia. On or before June 30, 2025, LEAs serving students in grades K-2 must adopt, at a public meeting, a state-approved screener to identify students at risk of reading difficulties. At the beginning of the 2025/2026 school year (and annually thereafter), school districts must assess each student in grades K-2 using the adopted screening instrument. The state allocated funds to school districts specifically for the Reading Difficulties Risk Screener.

The selection process involved teachers with a vested interest in reading screeners for students in grades K-2. The Department of Elementary Curriculum and Instruction secured state-adopted screeners for review, and they were evaluated using the following criteria: preparation for administration; administration, scoring, and reporting.

The recommended screener, *Amira*, shall be available for public inspection at the District Samuel R. Burton Professional Development and Media Center and through a posted QR code from May 22, 2025, through June 5, 2025.

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 following screener for the Reading Difficulties Risk Screener Adoption for grades K-2:

Amira, published by Amira Learning, serves students in grades K-2, and is offered in English and Spanish.

FISCAL IMPACT

\$107,155.00 increase to the Restricted Fund for Reading Difficulties Risk Screener costs.

NE:TF:LM:rtr

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: May 15, 2025

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Tracy Freed, Ed.D., Assistant Superintendent, Curriculum,
Instruction, Innovation, and Support
Eric Dahlstrom, Ed.D., Director, Secondary Curriculum and Instruction

**SUBJECT: COURSE REVISION: INTEGRATED MATHEMATICS 3
HONORS/PRECALCULUS**

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BACKGROUND

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

Integrated Mathematics 3 Honors/Precalculus is the third course in a three-course series, which includes all Common Core State Standards from Integrated Mathematics 2 Honors. This course, formerly known as Integrated Mathematics 3 Honors, is being revised to increase the depth of Integrated Mathematics 3 Honors and Precalculus standards. This course meets the UC/CSU “C” criteria, satisfying the Math requirement.

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

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

RECOMMENDATION

It is recommended the Board of Education receive for information the course revision for Integrated Mathematics 3 Honors/Precalculus.

FISCAL IMPACT

None.

NE:TF:ED:wrg

Chino Valley Unified School District

High School Course Description

A. CONTACTS	
1. School/District Information:	School/District: Chino Valley Unified School District Street Address: 5130 Riverside Dr. 13461 RAMONA AVENUE, Chino, CA 91710 Phone: (909) 628-1201 Website: chino.k12.ca.us
2. Course Contact:	District Contact: Office of Secondary Curriculum and Instruction Position/Title: Director of Secondary Curriculum and Instruction Site: District Office Phone: (909) 628-1201 X1630
B. COVER PAGE - COURSE ID	
1. Course Title:	Integrated Mathematics 3 Honors/PRECALCULUS
2. Transcript Title/Abbreviation:	Int Math 3H Pre
3. Transcript Course Code/Number:	
4. Seeking Honors Distinction:	Yes
5. Subject Area/Category:	Meets UC/CSU "C" Math Requirement
6. Grade Level(s):	10-12
7. Unit Value:	5 credits per semester/10 total credits-math
8. Course Previously Approved by UC:	Yes
9. Classified as a Career Technical Education Course:	No
10. Modeled after a UC-approved course:	No
11. Repeatable for Credit:	Yes
12. Date of Board Approval:	March 17, 2016
Date of Revision(s):	May 7, 2020
13. Brief Course Description:	Integrated Mathematics 3 Honors/PRECALCULUS is the third course in a three-course series which includes all the Common Core State Standards from Integrated Mathematics 2 Honors. It builds and strengthens students' conceptual knowledge of tools of geometry, similarity through transformations, symmetry, congruence through transformations and trigonometry. Integrated Mathematics 3 Honors also includes CONCEPTS FROM PRECALCULUS INCLUDING linear relations and functions, quadratic functions, systems of equations, polynomial functions, inverse functions, radical functions and relations, exponential and logarithmic functions, trigonometric functions and relations, and a continued study of statistics.
14. Prerequisites:	Integrated Mathematics 2 Honors or equivalent or teacher recommendation.
15. Context for Course:	Daily class work is designed around structured tasks. The lessons involve opportunities for students to work individually and cooperatively, to make sense of problems and persevere in solving them, reason abstractly and quantitatively, construct viable arguments and critique the reasoning of others, model with mathematics, use appropriate tools strategically, attend to precision, look for and make use of structure, and look for and express regularity in repeated reasoning. Students will share their mathematical thinking and develop their ability to think critically, and problem solve. Students will daily use at least one of the eight Standards of Mathematical Practice.

Chino Valley Unified School District

High School Course Description

16. History of Course Development:

This most recent course revision includes standards, concepts, and content necessary for students to successfully matriculate into higher math including, but not limited to, Calculus. The revision is also intended to INCREASE THE DEPTH OF IM3 AND PRECALCULUS STANDARDS to meet the rigorous standards necessary for UC/CSU Honors Distinction.

17. Textbooks:

McGraw-Hill – Integrated Mathematics 3

18. Supplemental Instructional Materials:

C. COURSE CONTENT

1. Course Purpose:

The purpose of Integrated Mathematics 3 Honors/PRECALCULUS is to develop students' ability to think mathematically and develop their conceptual understanding of and procedural fluency in mathematics. Integrated Mathematics 3 Honors will extend the mathematics students learned in earlier grades and continue the development of concepts in number and quantity, algebra, functions, modeling, geometry, Statistics and Probability, and Trigonometry needed for higher level mathematics courses. Extensive use of models/real-world situations, manipulatives, graphs, and diagrams will help students see the connections between different topics which will promote students' view that mathematics is a set of related topics as opposed to a set of discrete topics. In addition, students will learn to solve problems graphically, numerically, algebraically, and verbally and make connections between these representations. Students in this course will learn to use mathematical models to understand real world events and situations and use algebraic and Trigonometric reasoning to manipulate these models for deeper learning. Students who successfully complete this course will advance to Calculus.

2. Course Outline:

Unit 1: Linear Relations and Functions

Learning objectives:

- PRECALCULUS – SOLVE REAL-WORLD PROBLEMS INVOLVING LINEAR OPTIMIZATION AND CONSTRAINTS
- Use expressions and formulas to model and solve real world applications
- Use modeling to solve equations and inequalities
- Explore linear relations and functions including interpreting key features in graphs and tables
- Calculate and interpret average rate of change
- Write and graph linear equations
- Create and analyze linear equations
- Write, graph, and interpret piece wise defined functions, step functions, and absolute value functions
- Identify parent functions and understand the transformations as well as how to graph them
- Solve equations involving absolute value
- Solve systems of equations utilizing elimination, substitution, and graphing
- Factor quadratics
- Solve quadratic equations
- Graph quadratic functions
- Factor the sum and difference of cubes

Chino Valley Unified School District

High School Course Description

Unit 2: Polynomials and Polynomial Functions

Learning objectives:

- PRECALCULUS - EXPLORE COMPLEX CONJUGATE ROOT THEOREM TO ANALYZE POLYNOMIAL ROOTS AND BEHAVIORS
- PRECALCULUS - APPLY DESCARTES' RULE OF SIGNS TO PREDICT THE NATURE OF POLYNOMIAL ZEROS
- Use the laws of exponents to simplify monomial expressions
- Multiply and divide monomial expressions involving exponents
- Add, subtract, and multiply polynomials
- PRECALCULUS - Know and apply the binomial theorem for the expansion of a binomial to a power greater than one using pascal's triangle
- Determine which strategy to use when dividing polynomials
- PRECALCULUS - Use polynomial long division to find the quotient of two polynomials
- PRECALCULUS - Use synthetic division to find the quotient of two polynomials
- PRECALCULUS - Use synthetic substitution to evaluate a function
- PRECALCULUS - Determine the left and right behaviors of a polynomial function
- PRECALCULUS - Use the remainder theorem to find all zeros of a polynomial function
- PRECALCULUS - Use the remainder theorem to determine the value of a function when x is given
- PRECALCULUS - Graph a polynomial function
- PRECALCULUS - Determine the minimum degree of a polynomial function given the graph of the function
- PRECALCULUS - Find the relative maxima and minima of a polynomial function
- Factor polynomial
- Solve polynomial equations by factoring
- Find all zeros of a polynomial function by factoring
- PRECALCULUS - Determine the interval in which the value of a function is increasing, decreasing, constant, positive or negative
- PRECALCULUS - Determine the symmetry of a polynomial function
- PRECALCULUS - Prove polynomial identities
- PRECALCULUS - Use the factor theorem to determine whether a binomial is a factor of a larger polynomial
- PRECALCULUS - Use the fundamental theorem of algebra to determine the number of zeros a function has
- PRECALCULUS - Use the rational zero test to find all possible rational zeros of a polynomial function
- PRECALCULUS - Find all zeros of a function using synthetic substitution
- PRECALCULUS - Find all zeros of a function

Unit 3: Rational Functions and Relations

- PRECALCULUS - USE LIMIT NOTATION INFORMALLY TO DESCRIBE END BEHAVIOR AND DISCONTINUITIES OF RATIONAL FUNCTIONS
- PRECALCULUS - Simplify rational and complex rational expressions
- PRECALCULUS - Perform operations with rational expressions
- PRECALCULUS - Apply properties of exponents to simplify rational expressions and perform operations
- PRECALCULUS - Graph and interpret rational functions, including determining asymptotes and domain and range
- PRECALCULUS - Apply transformations of parent functions
- PRECALCULUS - Identify and justify end behavior
- PRECALCULUS - Analyze and solve rational equations and inequalities

Chino Valley Unified School District

High School Course Description

Unit 4: Inverses and Radical Functions and Relations

Learning objectives:

- PRECALCULUS - Function operations (add, subtract, divide, and multiply)
- PRECALCULUS - Find composite functions
- PRECALCULUS - Find the inverse of a function or relation
- PRECALCULUS - Determine whether a function is one-to-one
- PRECALCULUS - Formally verify two functions are inverses of each other using composition
- PRECALCULUS - Graph radical functions
- PRECALCULUS - Find the range and domain of radical functions
- Graph radical inequalities
- Solve radical equations
- Determine if a solution to a radical equation is extraneous
- Simplify radicals using the properties of radicals
- rationalize denominators and/or numerators using conjugates
- Use a calculator to approximate the value of a radical
- Use the properties of radicals to simplify a radical expression
- Add, subtract, multiply, and divide radical expressions
- PRECALCULUS - Use rational exponents to simplify expressions
- PRECALCULUS - Rewrite a radical function using rational exponents
- Solve equations involving rational exponents
- Solve inequalities involving rational exponents

Unit 5: Exponential and Logarithmic Functions and Relations

Learning objectives:

- PRECALCULUS - EXPLORE COMPLEX CONJUGATE ROOT THEOREM TO ANALYZE POLYNOMIAL ROOTS AND BEHAVIORS
- PRECALCULUS - APPLY DESCARTES' RULE OF SIGNS TO PREDICT THE NATURE OF POLYNOMIAL ZEROS
- PRECALCULUS - Define logarithmic functions as inverses of exponential functions of the same base
- PRECALCULUS - Evaluate logarithmic expressions
- PRECALCULUS - Graph logarithmic functions using various methods
- PRECALCULUS - Find the range and domain of logarithmic functions
- PRECALCULUS - Use the properties of logarithms to rewrite a single log as the sum or difference of logs
- PRECALCULUS - Use the properties of logarithms to condense the sum or difference of logs to a single statement
- PRECALCULUS - Solve logarithmic equations using the one-to-one property
- PRECALCULUS - Solve logarithmic inequalities using the one-to-one property
- PRECALCULUS - Use the base change formula to evaluate a log of any base
- PRECALCULUS - Use the properties of logarithms to solve logarithmic equations
- PRECALCULUS - Solve exponential and logarithmic functions graphically
- PRECALCULUS - Evaluate natural logarithms
- PRECALCULUS - Solve exponential equations involving the number e
- PRECALCULUS - Use logarithms to solve exponential equations
- PRECALCULUS - Use logarithms to solve applications involving exponential functions
- PRECALCULUS - Solve problems involving the compound interest formulas

Chino Valley Unified School District

High School Course Description

Unit 6: Probability Review

Learning objectives:

- Find the total number of outcomes using a variety of methods (fundamental counting principle, permutations, combinations)
- Compute theoretical and experimental probabilities
- Compute probabilities of compound events
- Find probabilities of independent and dependent events
- Use two-way frequency tables to find conditional probabilities
- Find measures of center, spread, and position

Unit 7: Statistics and Probability

Learning objectives:

- Classify study types
- Design statistical studies
- Use the shapes of distributions to select appropriate statistics
- Use the shapes of distributions to compare data
- Construct a probability distribution
- Analyze a probability distribution and its summary statistics
- Use the empirical rule to analyze normally distributed variables
- Apply the standard normal distribution and z-values
- Find confidence intervals for normally distributed data
- Perform hypothesis tests on normally distributed data

Unit 8: Review right triangle Trigonometry

Learning objectives:

- PRECALCULUS - Trig function evaluation
- PRECALCULUS - Define trig functions as having an input value of angles and output value of a ratio of sides
- PRECALCULUS - Fundamental identities
- PRECALCULUS - Given one function in quadrant 1 or in a right triangle, find remaining trig functions
- PRECALCULUS - Complementary angles in radians
- PRECALCULUS - Trig functions of special right triangles (1st quadrant)
- Applications
- PRECALCULUS - Angles of elevation and depression
- PRECALCULUS - Operations with trig functions
- PRECALCULUS - Solve SSA or ASA triangles using law of sines
- PRECALCULUS - Solve SSA triangles using law of sines (ambiguous case)
- PRECALCULUS - Solve application problems
- PRECALCULUS - Solve SAS triangles using law of cosines
- PRECALCULUS - Solve SSS triangles using law of cosines
- PRECALCULUS - Solve application problems

Chino Valley Unified School District

High School Course Description

Unit 9: The Unit Circle

Learning Objectives:

- PRECALCULUS - DEVELOP RIGOROUS UNDERSTANDING OF RADIAN MEASURE AS RELATED TO REAL NUMBERS THROUGH CIRCULAR MOTION AND ARC LENGTH
- PRECALCULUS - DEMONSTRATE MASTERY OF CONVERTING SEAMLESSLY BETWEEN RADIANS AND DEGREES, INCLUDING JUSTIFICATION OF CHOICE OF MEASUREMENT
- PRECALCULUS - Convert from degrees to radians
- PRECALCULUS - Draw angles in degrees and radians using initial and terminal sides
- PRECALCULUS - Arc length as a definition of radian
- PRECALCULUS - Draw coterminal angles
- PRECALCULUS - Find coterminal and reference angles
- PRECALCULUS - Evaluate trig functions using coterminal and reference angles
- PRECALCULUS - Find all trig functions given a point on the terminal side
- PRECALCULUS - Given one trig function in all quadrants, find the remaining trig functions
- PRECALCULUS - Signs of trig functions in quadrants
- PRECALCULUS - Build unit circle
- PRECALCULUS - Unit circle approach to finding 6 trig functions given a point
- PRECALCULUS - Even-odd properties
- PRECALCULUS - Introduce domain and range of trig functions (discuss further with graphs)

Unit 10: Trigonometric Graphs

Learning Objectives:

- PRECALCULUS - MODEL REAL-WORLD PERIODIC PHENOMENA USING SINUSOIDAL FUNCTIONS AND INTERPRET THEIR KEY CHARACTERISTICS
- PRECALCULUS - FORMALLY ANALYZE SINUSOIDAL FUNCTION TRANSFORMATIONS ALGEBRAICALLY AND GRAPHICALLY, PROVIDING JUSTIFICATION AND VERIFICATION
- PRECALCULUS - Graphs of sine and cosine
- PRECALCULUS - Transformations – vertical and horizontal stretch, compression and reflection
- PRECALCULUS - Amplitude and period
- PRECALCULUS - Write equation of a sinusoidal function given a graph
- PRECALCULUS - Domain and range of trig functions
- PRECALCULUS - Even/odd graphs
- PRECALCULUS - Graphs of tangent, cotangent, secant, cosecant
- PRECALCULUS - Transformations - vertical and horizontal stretch, compression and reflection and vertical translation
- PRECALCULUS - Phase shift of sinusoidal functions (sine and cosine only)
- PRECALCULUS - Graph the form $y = A \sin(Bx - C) + D$

Chino Valley Unified School District

High School Course Description

UNIT 11: Inverse Trig Functions

Learning Objectives:

- PRECALCULUS - JUSTIFY THE DOMAIN AND RANGE RESTRICTIONS NECESSARY FOR INVERSE TRIG FUNCTIONS THROUGH FORMAL ANALYSIS
- PRECALCULUS - SOLVE ADVANCED TRIGONOMETRIC EQUATIONS INVOLVING COMPOSITIONS OF INVERSE TRIGONOMETRIC FUNCTIONS ALGEBRAICALLY AND GRAPHICALLY
- PRECALCULUS - Inverse sine, cosine and tangent – introduce using inverse graphs
- PRECALCULUS - Define inverse trig functions as having an input value of a ratio of sides and an output value of angles
- PRECALCULUS - Domain and range of inverses (sine, cosine and tangent only) when is the inverse undefined?
- PRECALCULUS - Find values of inverse trig functions (sine, cosine and tangent only)
- PRECALCULUS - Compositions of inverse functions
- PRECALCULUS - Find/solve for the inverse of a trig function/equation
- PRECALCULUS - Basic solving using inverses
- PRECALCULUS - Find exact values of inverse sine, cosine, tangent given one function as a ratio of numbers
- PRECALCULUS - Find exact values of inverse sine, cosine, tangent given one function as a ratio of variables

Unit 12: Trigonometric Identities and Equations

Learning Objectives:

- PRECALCULUS - FORMALLY PROVE COMPLEX TRIGONOMETRIC IDENTITIES INVOLVING MULTIPLE STEPS AND ALGEBRAIC MANIPULATIONS
- PRECALCULUS - DERIVE AND JUSTIFY THE SUM, DIFFERENCE, DOUBLE-ANGLE, AND HALF-ANGLE FORMULAS AND APPLY THEM RIGOROUSLY TO PROBLEM-SOLVING SCENARIOS
- PRECALCULUS - EXPLORE AND APPLY TRIGONOMETRIC FORM OF COMPLEX NUMBERS, INCLUDING DE MOIVRE'S THEOREM
- PRECALCULUS - Operations with trig functions
- PRECALCULUS - Fundamental trig identities
- PRECALCULUS - Quotient, reciprocal, even/odd, Pythagorean identities
- PRECALCULUS - Establish identities
- PRECALCULUS - Use algebra to simplify trigonometric expressions
- PRECALCULUS - Sum and difference formulas
- PRECALCULUS - Use formulas to find exact values
- PRECALCULUS - Use formulas to establish identities
- PRECALCULUS - Double angle and half angle formulas
- PRECALCULUS - Use double angle formulas to find exact values
- PRECALCULUS - Use double angle formulas to establish identities
- PRECALCULUS - Use half angle formulas to find exact values
- PRECALCULUS - Solve trig equations
- PRECALCULUS - Solve trig equations by factoring or quadratic formula
- PRECALCULUS - Solve trig equations using identities

Chino Valley Unified School District

High School Course Description

Unit 13: Sequences and Series

Learning objectives:

- PRECALCULUS - FORMALLY INTRODUCE AND EXPLORE THE CONCEPT OF LIMITS ALGEBRAICALLY, GRAPHICALLY, AND NUMERICALLY, CONNECTING IT INTUITIVELY TO INFINITE SEQUENCES AND SERIES
- PRECALCULUS - Sequences as functions
- Write terms of a sequence
- Write terms defined by a recursive formula
- Use summation notation (sigma notation)
- Find the sum of a sequence
- PRECALCULUS - Geometric sequences and series
- Determine if a sequence is geometric and write in sigma notation
- PRECALCULUS - Find the sum of a finite geometric sequence
- PRECALCULUS - Find the sum of an infinite geometric sequence (manipulate the sum of the finite geometric series formula)
- PRECALCULUS – Use mathematical induction to prove statements that hold true for all natural numbers

Unit 14: Polar & Parametric Equations

Learning Objectives:

- PRECALCULUS – GRAPH ORDERED PAIR (r, θ)
- PRECALCULUS – CONVERT POLAR COORDINATES TO RECTANGULAR COORDINATES AND CONVERT RECTANGULAR COORDINATES TO POLAR COORDINATES
- PRECALCULUS – WRITE THE EQUATION OF SPECIFIC CURVES IN POLAR FORM
- PRECALCULUS – GRAPH POLAR CURVES (CIRCLES, CARDIODS, LEMNISCATES, ROSE CURVES, LIMACON AND SPIRALS)
- PRECALCULUS – PLOT PARAMETRIC COORDINATES $(x(t), y(t))$ USING A PARAMETER t
- PRECALCULUS – GRAPH PARAMETRIC EQUATIONS INDICATING DIRECTION ON THE CURVE
- PRECALCULUS – WRITE A PARAMETRIC EQUATION IN RECTANGULAR FORM BY ELIMINATING THE PARAMETER

3. Key Assignments:

Key Assignments

Unit 1: Graph matching activity – Working in groups or pairs, students will utilize their knowledge of parent graphs and transformations to sort graphs into a parent function category and then match the equation of the graph by identifying the transformations

Unit 2: Let's Play Ball – Students will make that connection that given any 3 points they will be able find the equation of a parabolic curve.

Using their knowledge of quadratic functions and systems of equations, students will determine the equation of the parabolic curve created when they shoot a ball into a basketball hoop, given their own personal height, position from the hoop and max height of the ball.

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Unit 3: Graph a Rational Function Like a Pro – In this activity, students will demonstrate their understanding of the process of finding the reciprocal value. Students will be given the graph of a linear or quadratic function and sketch the graph of the reciprocal function, identifying key components such as asymptotes and intercepts. They can check their solutions on a graphing device.

Unit 4: Can You Find My Inverse? – Students will apply their knowledge of Properties of Inverses to find the inverse function for each function in a set of functions. Students will find the inverse function graphically and analytically and determine if the inverse needs to have its domain restricted for it to still be a function.

Unit 5: More Bang for My Buck – Students will use their knowledge of compound interest over time and determine where they should put their money given specific terms of each type of account.

Unit 6: Survey This – Students will create their own survey and collect data. They will then represent their data using two-way frequency tables or box and whisker plot. Students will then be asked questions in regard to their data collected

Unit 7: Survey That – Students will collect data on their classmates such as height, shoe size, hours of sleep, arm length, etc. to create distribution curves. Students will then be asked questions in regard to the type of distribution their data represents and interpret their data.

Unit 8: Students will apply their knowledge of right triangle trigonometry to determine whether to use basic trig ratios, Law of Sines or Law of Cosines to solve an application problem based on the given information

Unit 9: Students will build the unit circle multiple times each time building off a reference angle from the first quadrant. In the process, students will

- identify patterns in the values of the trig ratios
- be able to use the coordinates to determine why trig functions are even or odd
- see the relationship between the sine and cosine values of complimentary angles
- Identify any other patterns that students may see in the unit circle

Unit 10: Riding the Ferris Wheel – Students will put their knowledge of transformations of the sine and cosine graph together to create a function that represents a person's height with respect to time while riding a Ferris wheel.

Unit 11: In section 11-9 students will apply their knowledge of inverse trig functions to solve application problems such as finding the angle of elevation, angle of depression and many other situations.

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Unit 12: In section 12-2, students in pairs or groups will work on a problem of projectile motion given in as a trigonometric model rather than a parabolic model. Students apply their skills and knowledge of trigonometric identities to write a simpler model and use their new model to answer questions about launch angles and the path of the projectile given initial velocity.

Unit 13: Raffle Ticket Roll – Students will apply their knowledge of sequences to determine how many raffle tickets are in a packaged roll without opening the package given dimensions of one ticket and the diameter of the roll.

Unit 14: Students will investigate parent equations of polar curves using a graphing device and then use their findings to predict how the graph o

A variety of instructional strategies will be used throughout Integrated Mathematics 3 Honors. Instructional strategies will be utilized during whole group instruction, small group instruction, partner/pair work, and individual work. The key goal of instruction is to challenge students to think about and discuss mathematics while using the eight Standards for Mathematical Practice (MP).

The standards for mathematical practice emphasize the importance of making sense of problems and persevering in solving them (MP1), reasoning abstractly and quantitatively (MP2), and solving problems that are based upon everyday life, society, and the workplace (MP4). Implicit instruction models such as guided inquiry provide students with the time and support to successfully engage in mathematical inquiry by collecting data and testing hypothesis.

During guided inquiry, the teacher provides the data and then questions students to help them arrive at a solution to the problem. The teacher utilizes this strategy throughout each unit to encourage students to explore and make sense of mathematical situations. Content especially suited to the use of this strategy involves functions with patterns and geometric relationships.

Problem-Based Learning:

In problem-based learning, the teacher poses a problem or question, assists when necessary, and monitors students' methods and solutions. During the use of this strategy students work either individually or in cooperative groups to solve challenging problems with real world applications. Throughout problem-based learning teachers encourage students to think for themselves and show resourcefulness and creativity. When students engage in problem solving, they must be allowed to make mistakes. The teacher creates a classroom environment that recognizes errors and uncertainties as inevitable accouterments of problem solving. Through class discussion and feedback, student errors become the basis of furthering understanding and learning. Problem-based learning will be utilized during the introduction of a concept as well as at the end of a unit of study.

Direct Instruction:

Direct instruction is effective for teaching information and basic skills during whole class instruction. In the first phase the teacher introduces, demonstrates, or explains the new concept or strategy, asks questions, and checks for understanding. The second phase is an intermediate step designed to result in the independent application of the new concept or described strategy. In the relatively brief third phase student's work independently and receive opportunities for closure. This phase also often serves in part as an informal assessment of the extent to which students understand what they are learning and how they use their knowledge or skills in the larger scheme of mathematics.

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Cooperative Learning:

The cooperative learning model involves students working either in partners or in mixed ability groups to complete specific tasks. It assists teachers in addressing the needs of the wide diversity of students that is found in many classrooms. The teacher presents the group with a problem or a task and sets up the student activities. While the students work together to complete the task, the teacher monitors progress and assists student groups when necessary. Specific Kagan Cooperative Learning structures that will be used in Integrated Math 3 Honors are as follows:

- Mix-n-Match
- Line-Ups
- Inside Outside
- Circle Rally Coach
- Quiz-Quiz Trade
- Rally Robin
- Stand Up, Hand Up, Pair Up
- Talking Chips
- Timed Round Robin
- All Write Round Robin
- Round Table
- Mix Pair Rally Coach
- Fan-n-Pick

These structures will be utilized within each unit to introduce concepts, practice important skills, and review key content.

Discourse:

Throughout this course the teacher will facilitate classroom discussions to support student understanding. The Standards for Mathematical Practice expect students to demonstrate competence in making sense of problems (MP1), constructing viable arguments (MP3), and modeling with mathematics (MP4). Through discourse in the mathematics classroom, students will be expected to communicate their understanding of mathematical concepts, receive feedback, and progress to deeper understanding. The teacher will use facilitation techniques such as rephrasing student comments, allowing wait time, and asking students to revise peer statements. These discussions will support students as they relate the everyday language of their world to mathematical language and symbols. Mathematical discourse will be an essential component of each unit of study and will provide detailed information to the instructor regarding student understanding and progress.

Visual Representation and Concrete Models:

Visual representation and concrete modeling will be utilized to support student understanding of key content standards. The teacher will model effective use of diagrams, concept maps, graphic organizers, and flow charts to show relationships between concepts and develop deeper understanding. Learning that utilizes different modes of instruction is necessary to promote both student understanding and long-term memory. The mathematical practice standards suggest that students look for and make use of structure (MP7), construct viable arguments (MP3), model with mathematics (MP4), and use appropriate tools strategically (MP5).

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In order to develop these mathematical habits, the teacher will emphasize meaningful relationships that connect concepts, utilize concept maps and graphic organizers to summarize lesson content and objectives, and facilitate student use of models and representations to demonstrate understanding. For example, teachers will use models to demonstrate the Pythagorean Theorem, utilize algebra tiles to demonstrate an algebraic expression, and use angles to demonstrate triangle congruencies.

Supporting Mathematical Practice 1: Make sense of problems and persevere in solving them

In Integrated Mathematics 3 Honors, students will discuss, think, work in groups, and share, which provides a classroom environment for students to make sense of problems, develop strategies, persevere in implementing the strategy, and analyze the results.

As students work collaboratively through problems, they will plan and execute a solution strategy. Each group member has the responsibility to monitor and evaluate the progress of the group, and to make suggestions for changing course, if necessary. Teachers will circulate through the room monitoring students' work, assessing progress, and redirecting with guided questions.

To bring closure and provide summary for each problem, teachers will ask thought-provoking questions that require students to explain their thinking and process. Multiple groups will present their solutions with class discussion centered on alternate solution paths, connections to prior concepts, and generalizations.

Supporting Mathematical Practice 2: Reason abstractly and quantitatively

Throughout the course, scenarios will help students recognize and understand that quantitative relationships seen in the real world are no different than quantitative relationships in mathematics. Some problems begin with real-world context to remind students that the quantitative relationships they already use can be formalized mathematically. Other problems will use real-world situations as an application of mathematical concepts.

Supporting Mathematical Practice 3: Construct viable arguments and critique the reasoning of others

In Integrated Math 3 Honors classrooms, students are active participants in their learning; they are doing the work, presenting solutions, and critiquing each other. The teacher facilitates the discussion and highlights important connections, strategies, and conclusions.

Each lesson ends with the statement "Be prepared to share your solutions and methods." Students are expected to be able to communicate their reasoning and critique the explanation of others. As students explain problem-solving steps or the rationale for a solution, they will internalize the process and reasoning behind the mathematics.

Supporting Mathematical Practice 4: Model with mathematics

Activities throughout the course provide opportunities for students to create and use multiple representations (words, tables, graphs, and symbolic statements) to organize, record, and communicate mathematical ideas.

Manipulatives and various models are incorporated throughout to develop a conceptual understanding of mathematical concepts. These activities provide opportunities for students to develop strategies and reasoning that will serve as the foundation for learning more abstract mathematics. To foster the transfer of student understanding from concrete manipulatives to the abstract procedures, a variety of instructional prompts are used.

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Supporting Mathematical Practice 5: Use appropriate tools strategically

In Integrated Mathematics 3 Honors, activities throughout the course facilitate the appropriate use of tools including graphing calculators, rulers, protractors, compasses, and manipulatives. Tools are used in a variety of ways to build conceptual understanding, to explore concepts, and to verify solutions. Worked examples are provided as appropriate within lessons to demonstrate how to use various tools.

Supporting Mathematical Practice 6: Attend to precision

Each lesson throughout the course provides opportunities for students to communicate precisely when writing their solutions and then sharing their solutions with their peers. Teachers ensure that students label units of measure and explain their reasoning using appropriate definitions and mathematical language.

Supporting Mathematical Practice 7: Look for and make use of structure

Activities throughout the course provide opportunities for students to analyze numeric, geometric, and algebraic patterns. Accompanying questions help students notice relationships for themselves as opposed to memorization of facts.

Supporting Mathematical Practice 8: Look for and express regularity in repeated reasoning

During activities throughout the course, students are provided opportunities to make observations, notice patterns, and make generalizations. Students are required to communicate their generalizations verbally and symbolically. This understanding will lead to greater transfer and ability to solve non-routine problems. In addition, teachers will facilitate discussions that highlight important connections, efficient strategies, and conclusions.

Assessment Including Methods and/or Tools:

- Daily Student Observation
- Formal Daily Assessment
- Performance Tasks
- End of Unit Test
- Projects
- Quizzes
- Semester Final Exam

A combination of both informal, formal, informative and summative assessments will be used to evaluate student progress towards students' ability to think mathematically, developing students' conceptual understanding of mathematics, and developing students' procedural fluency in mathematics.

Daily Student Observation:

Daily student observations are in class observations of students working on mathematics tasks, either independently or in groups. Walking around the room, actively listening to students, asking questions, directing discourse, and helping where needed are all forms of informal assessment. The instantaneous feedback to students about where to go next, what question they may want to ask themselves to gain insight into a problem, or simply correcting computational errors, results in this practice being a form of formative assessment. Teachers may use notes, or they may focus their observations using checklists based on specific skills and concepts. In addition to notes and checklists, teachers may also use student whiteboards, Thumbs Up/Thumbs Down, or Fist to Five, to informally determine student understanding of the concept being taught.

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Formal Daily Assessment:

Formal Daily Assessments are both in classroom and out of classroom assessments that teachers use to check for understanding. These assessments are typically done at the end of a lesson to see how much the students have learned. Examples of formal daily assessments are homework, class work, and Ticket out the Door. These types of assessments are formative because teachers use these assessments to gauge student understanding of the concept, procedure, or skill. Based on student results teachers modify lessons to meet the needs of their students.

Performance Tasks:

Performance Tasks consist of problems or scenarios that demand students engage in thinking about a problem, encourage them to justify their thinking, and often require students to engage with other students. Administered to individual students or to groups, performance tasks are often complex problem-solving activities that require students to apply prior knowledge in a given situation or to extend current knowledge in new directions.

Both closed tasks and open tasks are used in Performance Tasks. Closed tasks will ask students to provide one correct answer and usually there is only one correct way to reach that answer. In Integrated Math 3 Honors, closed tasks will be used to evaluate student procedural fluency in mathematics. Open tasks will come in two forms, open-middle tasks and open-ended tasks. Open-middle tasks require one correct answer; however, students may provide different paths to the answer. Open-middle tasks are effective in assessing how students solve problems and think about mathematics. They reveal students' thinking throughout the problem-solving process, and they give students the opportunity to develop and use their own strategies and to solve problems in ways that are most comfortable to them. Open-ended tasks have many correct answers and many correct routes to getting those answers. They include tasks that require students to make conjectures, solve non-routine problems, and justify their answers. Open-ended tasks often pose questions based on real situations, thereby giving the students a chance to see how mathematics is used outside the classroom. They often require students to make many decisions about using mathematics and sometimes require students to make assumptions and add pertinent information. They provide teachers with the opportunity to see how their students make problem-solving decisions and how they use the mathematics they have learned. Open-ended tasks also give students the opportunity to be creative and use their own ideas for solving problems. In Integrated Math 3 Honors, open tasks will be used to assess students' problem-solving ability and conceptual understanding.

Performance tasks will be given at the conclusion of units 3, 6, 9, and 12. The Performance tasks will be evaluated according to unit goals and objectives and scored with a Four-Point rubric shown below.

Got It: Evidence shows that the student essentially has the target concept or idea.

- Score of 4 Excellent: Full Accomplishment

Strategy and execution meet the content, process, and qualitative demands of the task. Communication is judged by effectiveness, not length. May have minor errors.

- Score of 3 Proficient: Substantial Accomplishment

Could work to full accomplishment with minimal feedback. Errors are minor, so the teacher is confident that understanding is adequate to accomplish objective.

Not Yet: Student shows evidence of major misunderstanding, incorrect concept or procedure, or failure to engage in task.

- Score of 2 Marginal: Partial Accomplishment

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High School Course Description

Part of the task is accomplished, but there is a lack of evidence of understanding or evidence of not understanding. Direct input or further teaching is required.

- Score of 1 Unsatisfactory: Little Accomplishment

The task is attempted, and some mathematical effort is made. There may be fragments of accomplishment but little or no success.

End of Unit Test:

End of unit tests measures student learning of the content and skills in a unit. Such tests are linked to the specific learning goals of each unit (see course outline), the California Common Core Mathematics Standards for Integrated Mathematics 3 Honors and utilizing the Standards for Mathematical Practice. To effectively assess such goals, such tests should include various types of assessment items, including multiple choice, selected response, short answer, and both closed-tasks, and open-middle tasks (see Performance Tasks above). End of unit tests will be given at the end of each unit.

Projects:

Projects are another form of formal assessment that will be used in Integrated Mathematics 3 Honors. Projects are typically extended open-ended tasks. Like open-ended tasks, projects have many solutions with many routes to the solutions, but they require many more decisions from students, and projects typically will require students to work for a week or more. Projects focus on situations outside of school that require students to use different types of mathematics, such as algebra, geometry, or probability in the same task. Also, they connect mathematics to other subjects, such as language arts, science, social studies, art, or music.

Projects allow students to see mathematics in action outside the classroom by giving students a chance to connect mathematics with real situations and other subject areas. They also allow teachers to assess how students think, how our students persevere, and how they connect ideas. If presentations are part of the project, teachers are also able to see how students communicate mathematics orally.

Projects will be evaluated according to unit goals and objectives and scored with a Four-Point rubric shown below and will be given after units 2, 10, and 14.

Got It: Evidence shows that the student essentially has the target concept or idea.

- Score of 4 Excellent: Full Accomplishment

Strategy and execution meet the content, process, and qualitative demands of the task. Communication is judged by effectiveness, not length. May have minor errors.

- Score of 3 Proficient: Substantial Accomplishment

Could work to full accomplishment with minimal feedback. Errors are minor, so teacher is confident that understanding is adequate to accomplish objective.

Not Yet: Student shows evidence of major misunderstanding, incorrect concept or procedure, or failure to engage in task.

- Score of 2 Marginal: Partial Accomplishment

Chino Valley Unified School District

High School Course Description

Part of the task is accomplished, but there is a lack of evidence of understanding or evidence of not understanding. Direct input or further teaching is required.

- Score of 1 Unsatisfactory: Little Accomplishment

The task is attempted, and some mathematical effort is made. There may be fragments of accomplishment but little or no success.

Quizzes:

In Integrated Mathematics 3 Honors, quizzes are used as formative assessments as part of a unit of study. Quizzes are linked to specific subset of learning goals within a unit of study, the California Common Core Mathematics Standards for Integrated Mathematics 3 Honors and pays attention to the Standards for Mathematical Practice. To effectively assess such goals, quizzes should include various types of assessment items, including multiple choice, selected response, short answer, and both closed-tasks and open-middle tasks (see Performance Tasks above). A minimum of two quizzes will be given per unit.

Semester Final Exams:

Semester final exams are summative assessments designed to measure student learning of the content and skills learned in a semester. Such exams are linked to the specific learning goals of each unit taught in the semester, the California Common Core Mathematic Standards for Integrated Mathematics 3 Honors, and the Standards for Mathematical Practice. To effectively assess such goals, these tests will include various types of assessment items, including multiple choice, selected response, short answer, and both closed-tasks and open-middle tasks (see Performance Tasks above).

Semester final exams will be given twice a year, at the end of both fall and spring semesters.

4. Instructional methods and/or strategies:

- No-opt out student engagement strategies
- Direct instruction
- Construction of viable arguments and critiquing of others
- Modeling
- Task analysis
- Guided discovery
- Self-discovery
- Cooperative learning
- Real-world problem analysis and solutions
- Mathematical discourse

5. Assessment Including Methods and/or Tools:

The evaluation of student progress and evaluation will be based on the following criteria outlined inboard policy:

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

Chino Valley Unified School District

Our Motto:

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

DATE: May 15, 2025

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Luke Hackney, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support

SUBJECT: MULTI TRACK YEAR-ROUND STUDENT ATTENDANCE CALENDARS FOR THE 2026/2027, 2027/2028, AND 2028/2029 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 sites for feedback.

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

RECOMMENDATION

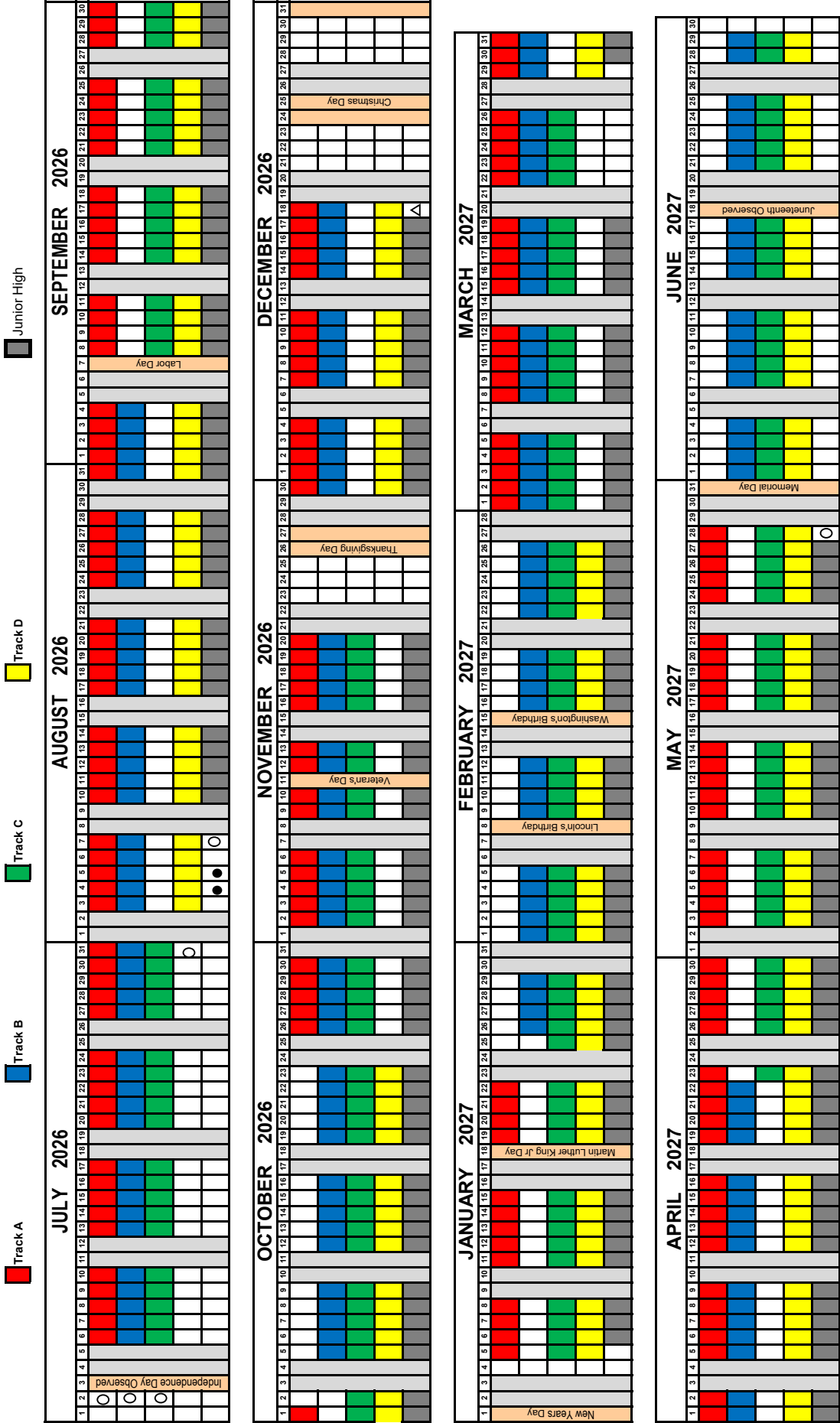
It is recommended the Board of Education receive for information the Multi Track Year-Round Student Attendance Calendars for the 2026/2027, 2027/2028, and 2028/2029 school years.

FISCAL IMPACT

None.

NE:LH:gks

2026-2027 MULTITRACK YEAR-ROUND STUDENT ATTENDANCE CALENDAR



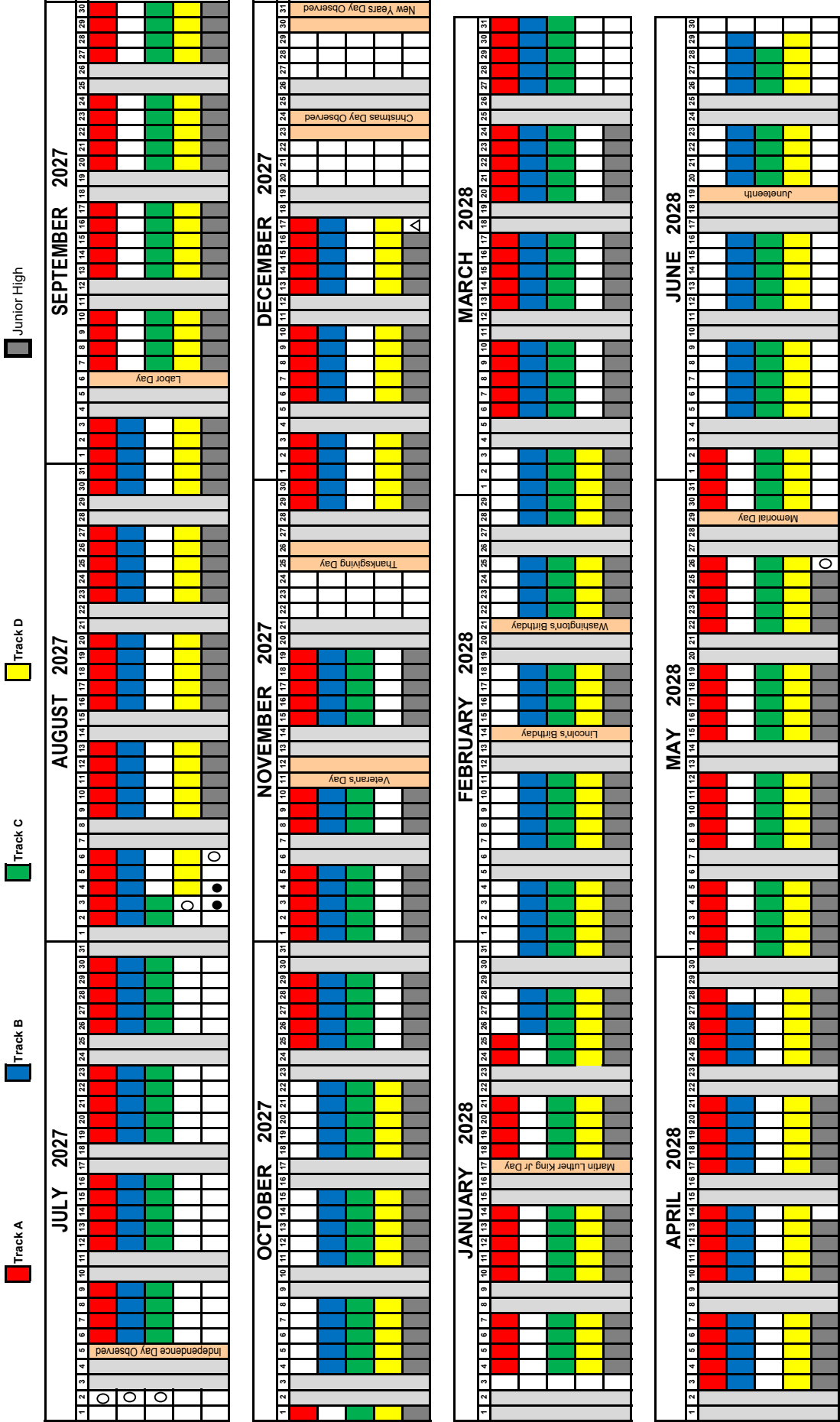
○ Workday for ALL Teachers (student free day)

● New Teacher Day

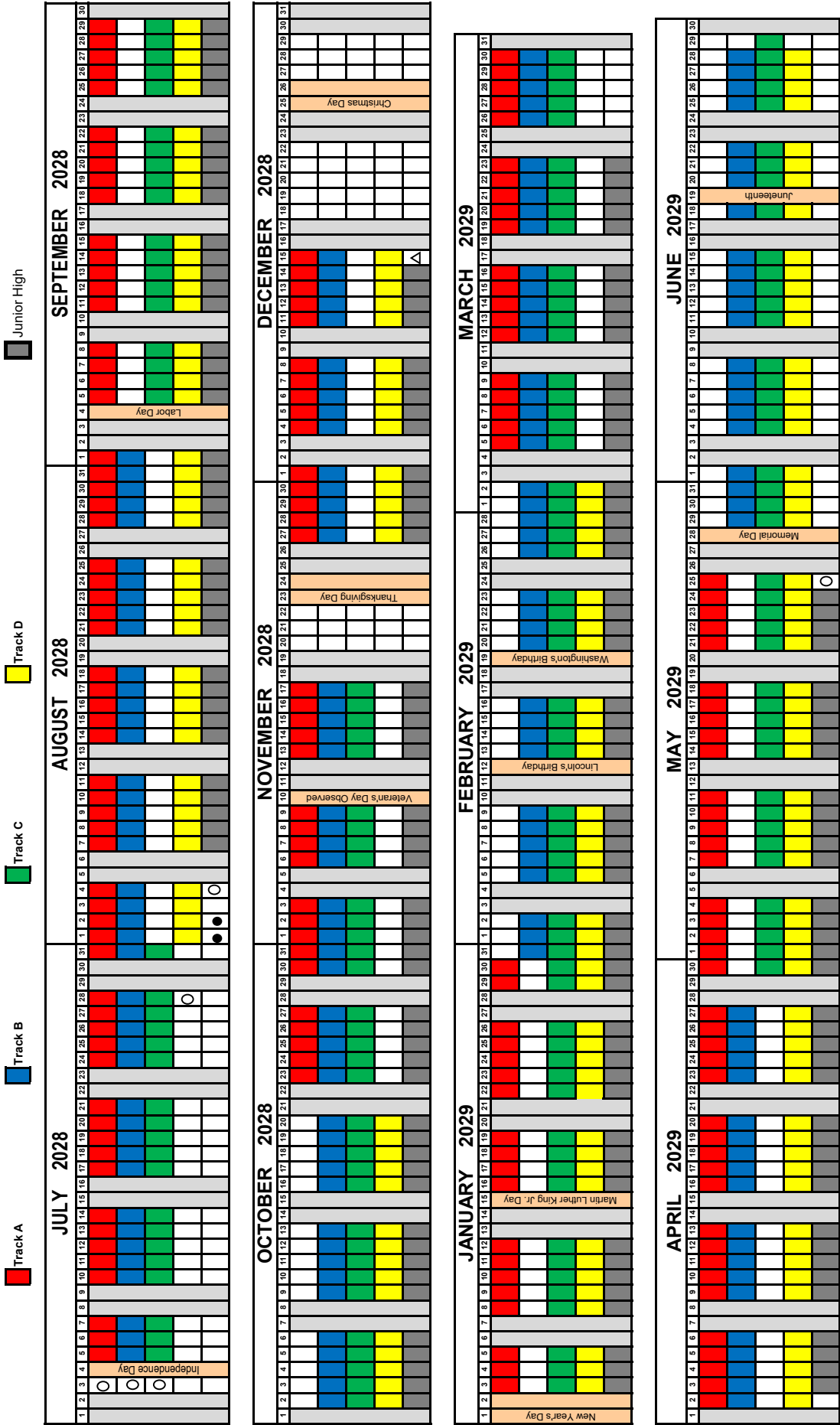
△ 7-8 Teacher Workday

Board Approved:

2027-2028 MULTITRACK YEAR-ROUND STUDENT ATTENDANCE CALENDAR



2028-2029 MULTITRACK YEAR-ROUND STUDENT ATTENDANCE CALENDAR



Chino Valley Unified School
District Our Motto:
Student Achievement • Safe Schools • Positive School
Climate Humility • Civility • Service

DATE: May 15, 2025

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Luke Hackney, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support

**SUBJECT: BOYS REPUBLIC HS AND CHINO VALLEY ADULT SCHOOL
STUDENT ATTENDANCE CALENDARS FOR THE 2026/2027,
2027/2028, AND 2028/2029 SCHOOL YEARS**

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BACKGROUND

The Board will consider the Student Attendance Calendars for the 2026/2027, 2027/2028, and 2028/2029 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 and Chino Valley Adult School Student Attendance Calendars for the 2026/2027, 2027/2028, and 2028/2029 school years.

FISCAL IMPACT

None.

NE:LH:gks

Chino Valley Unified School District
2026-2027 STUDENT ATTENDANCE CALENDAR

Boys Republic High School
217 School Days

JULY 2026

S	M	T	W	Th	F	S
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AUGUST 2026

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SEPTEMBER 2026

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OCTOBER 2026

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NOVEMBER 2026

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DECEMBER 2026

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JANUARY 2027

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FEBRUARY 2027

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MARCH 2027

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APRIL 2027

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MAY 2027

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JUNE 2027

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IMPORTANT DATES

July 3	Independence Day Observed	Jan 18	Martin Luther King Day	<div> <div></div> First Day of School </div> <div> <div></div> Last Day of School </div> <div> <div></div> Legal Holiday </div> <div> <div></div> School Closed </div>
July 7	First Day of School	Feb 8	Lincoln's Birthday	
Sept 7	Labor Day	Feb 15	Washington's Birthday	
Sept 7-11	School Closed	Mar 22-29	Spring Break	
Sept 21	X Teacher Workday (Student Free Day)	May 31	Memorial Day	
Nov 11	Veterans' Day	June 18	Juneteenth Observed	
Nov 23-27	Thanksgiving Break	June 23	Last Day of School	
Dec 18	X Teacher Workday (Student Free Day)	June 24	X Teacher Workday (Student Free Day)	
Dec 18-Jan 5	Christmas/Winter Break			

Chino Valley Unified School District
2027-2028 STUDENT ATTENDANCE CALENDAR

Boys Republic High School
217 School Days

JULY 2027

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AUGUST 2027

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SEPTEMBER 2027

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OCTOBER 2027

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NOVEMBER 2027

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DECEMBER 2027

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JANUARY 2028

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FEBRUARY 2028

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MARCH 2028

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APRIL 2028

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MAY 2028

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JUNE 2028

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IMPORTANT DATES

July 5	Independence Day Observed	Jan 17	Martin Luther King Day	<div> <div></div> First Day of School <div></div> Last Day of School </div> <div> <div></div> Legal Holiday <div></div> School Closed </div>
July 6	First Day of School	Feb 14	Lincoln's Birthday	
Sept 6	Labor Day	Feb 21	Washington's Birthday	
Sept 6-10	School Closed	Mar 27-31	Spring Break	
Sept 20	X Teacher Workday (Student Free Day)	Apr 14	School Closed	
Nov 11	Veterans' Day	May 29	Memorial Day	
Nov 12	School Closed	June 19	Juneteenth	
Nov 22-26	Thanksgiving Break	June 22	Last Day of School	
Dec 17	X Teacher Workday (Student Free Day)	June 23	X Teacher Workday (Student Free Day)	
Dec 17-Jan 3	Christmas/Winter Break			

Chino Valley Unified School District
2028-2029 STUDENT ATTENDANCE CALENDAR

Boys Republic High School
217 School Days

JULY 2028

S	M	T	W	Th	F	S
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AUGUST 2028

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SEPTEMBER 2028

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OCTOBER 2028

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NOVEMBER 2028

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DECEMBER 2028

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JANUARY 2029

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FEBRUARY 2029

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MARCH 2029

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APRIL 2029

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MAY 2029

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JUNE 2029

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IMPORTANT DATES

July 4	Independence Day	Jan 15	Martin Luther King Day	<div> <div></div> First Day of School </div> <div> <div></div> Last Day of School </div> <div> <div></div> Legal Holiday </div> <div> <div></div> School Closed </div>
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 26-Apr 2	Spring Break	
Sept 18	X Teacher Workday (Student Free Day)	May 28	Memorial Day	
Nov 10	Veterans' Day Observed	June 19	Juneteenth	
Nov 20-24	Thanksgiving Break	June 28	Last Day of School	
Dec 15	X Teacher Workday (Student Free Day)	June 29	X Teacher Workday (Student Free Day)	
Dec 15-Jan 2	Christmas/Winter Break			

Chino Valley Unified School District
2026-2027 STUDENT ATTENDANCE CALENDAR

Chino Valley Adult School
205 School Days

JULY 2026

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AUGUST 2026

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SEPTEMBER 2026

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OCTOBER 2026

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NOVEMBER 2026

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DECEMBER 2026

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JANUARY 2027

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FEBRUARY 2027

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MARCH 2027

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APRIL 2027

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MAY 2027

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JUNE 2027

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IMPORTANT DATES

July 3	Independence Day Observed	Jan 18	Martin Luther King Day	<div> <div></div> First Day of School <div></div> Last Day of School </div> <div> <div></div> Legal Holiday <div></div> School Closed </div>
July 6	First Day of School	Feb 8	Lincoln's Birthday	
Sept 7	Labor Day	Feb 15	Washington's Birthday	
Nov 11	Veterans' Day	Mar 22-29	Spring Break	
Nov 23-27	Thanksgiving Break	May 27	Last Day of School	
Dec 18-Jan 5	Christmas/Winter Break	May 31	Memorial Day	
		June 18	Juneteenth Observed	

Chino Valley Unified School District
2027-2028 STUDENT ATTENDANCE CALENDAR

Chino Valley Adult School
205 School Days

JULY 2027

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AUGUST 2027

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SEPTEMBER 2027

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OCTOBER 2027

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NOVEMBER 2027

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DECEMBER 2027

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JANUARY 2028

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FEBRUARY 2028

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MARCH 2028

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APRIL 2028

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MAY 2028

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JUNE 2028

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IMPORTANT DATES

July 5	Independence Day Observed	Jan 17	Martin Luther King Day	<div> <div></div> First Day of School <div></div> Last Day of School </div> <div> <div></div> Legal Holiday <div></div> School Closed </div>
July 6	First Day of School	Feb 14	Lincoln's Birthday	
Sept 6	Labor Day	Feb 21	Washington's Birthday	
Nov 11	Veterans' Day	Mar 27-31	Spring Break	
Nov 12	School Closed	Apr 14	School Closed	
Nov 22-26	Thanksgiving Break	May 26	Last Day of School	
Dec 17-Jan 3	Christmas/Winter Break	May 29	Memorial Day	
		June 19	Juneteenth	

Chino Valley Unified School District
2028-2029 STUDENT ATTENDANCE CALENDAR

Chino Valley Adult School
205 School Days

JULY 2028

S	M	T	W	Th	F	S
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AUGUST 2028

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SEPTEMBER 2028

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OCTOBER 2028

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NOVEMBER 2028

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DECEMBER 2028

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JANUARY 2029

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FEBRUARY 2029

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MARCH 2029

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APRIL 2029

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MAY 2029

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27	28	29	30	31		

JUNE 2029

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17	18	19	20	21	22	23
24	25	26	27	28	29	30

IMPORTANT DATES

July 4	Independence Day	Jan 15	Martin Luther King Day	<div> <div></div> First Day of School </div> <div> <div></div> Last Day of School </div> <div> <div></div> Legal Holiday </div> <div> <div></div> School Closed </div>
July 5	First Day of School	Feb 12	Lincoln's Birthday	
Sept 4	Labor Day	Feb 19	Washington's Birthday	
Nov 10	Veterans' Day Observed	Mar 26-Apr 2	Spring Break	
Nov 20-24	Thanksgiving Break	May 25	Last Day of School	
Dec 18-Jan 2	Christmas/Winter Break	May 28	Memorial Day	
		June 19	Juneteenth	

Chino Valley Unified School District

Our Motto:

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

DATE: May 15, 2025

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Luke Hackney, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support

SUBJECT: **SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS
WILLIAMS FINDINGS DECILE 1-3 SCHOOLS THIRD QUARTERLY
REPORT 2024/2025**

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BACKGROUND

California Education Code 1240 requires that the San Bernardino County Superintendent of Schools visit all decile 1-3 schools (Williams monitored schools currently based on the 2012 Academic Performance Index and all Quality Education Investment Act schools) identified in the county and report the results of findings on a quarterly basis to ensure compliance with the Williams Legislation. The San Bernardino County Superintendent of Schools office is required to file quarterly reports on schools' progress in rectifying any findings.

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

RECOMMENDATION

It is recommended the Board of Education receive for information the San Bernardino County Superintendent of Schools Williams Findings Decile 1-3 Schools Third Quarterly Report 2024/2025.

FISCAL IMPACT

None.

NE:LH:gks

April 30, 2025

Dr. Norm Enfield, Superintendent
Chino Valley Unified School District
5130 Riverside Drive
Chino, CA 91710-4130

Dear Dr. Enfield:

Thank you for your continued partnership during the Williams monitoring process. As part of my responsibilities under California Education Code section 1240, I am required to visit Williams-monitored schools in our county each year and share my findings with you on a quarterly basis (October, January, April, and July). This report is your district's third quarterly report for the 2024-25 school year.

Additionally, Education Code section 1240(c)(2)(C) requires that the results of these visits be shared with your governing school board at a regularly scheduled meeting held in accordance with public notification requirements. ***Please add this report to the agenda for your upcoming Board meeting.***

In summary, there are no findings to report in the following areas:

1. Instructional Materials

The instructional materials sufficiency reviews were conducted during the first quarter of the 2024-25 fiscal year as part of the Williams site visitation process and the findings were reported in the first quarterly reports generated in October 2024.

2. School Accountability Report Cards (SARC)

The SARC reviews were conducted during the second quarter of the 2024-25 fiscal year and the findings were reported in the second quarterly report generated in January 2025.

3. School Facilities

The facilities inspections were conducted during the first quarter of the 2024-25 fiscal year as part of the Williams site visitation process and the findings were reported in the first quarterly reports generated in October 2024.

4. Teacher Assignments

The 2023-24 annual assignment monitoring review findings were reported in the second quarterly report generated in January 2025. The annual assignment monitoring review for the 2024-25 fiscal year will begin once the necessary data is available from the Commission on Teacher Credentialing (CTC) and the California Department of

Education (CDE), and a preliminary review of the data has been conducted by our reviewers. Findings will be available in the corresponding quarterly report.

On behalf of the SBCSS Williams team, it is a pleasure to work in collaboration with you and your staff at Chino Valley Unified School District.

Sincerely,

A handwritten signature in black ink that reads "Ted Alejandre". The signature is fluid and cursive, with the first name "Ted" and last name "Alejandre" clearly distinguishable.

Ted Alejandre
County Superintendent

cc: Ms. Sonja Shaw, Board President
Mr. Luke Hackney, Williams Liaison
Ms. Gurveen Sidhu, SARC Contact
Ms. Jenny Owen, SBCSS Director, Communications and Intergovernmental Relations
Mr. James Fields, SBCSS Senior Manager, Intergovernmental Relations and Communications
Ms. Caren Keele, SBCSS Project Analyst, Communications and Intergovernmental Relations
Ms. Amanda Shoffner, SBCSS Credentials Manager