

CHINO VALLEY
UNIFIED SCHOOL DISTRICT

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

BOARD OF EDUCATION

AGENDA

November 21, 2024

BOARD OF EDUCATION

Donald L. Bridge
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
November 21, 2024

AGENDA

- The public are invited to address the Board of Education regarding items listed on the agenda. Comments on an agenda item are accepted during consideration of that item, or prior to consideration of the item in the case of a closed session item. Persons wishing to address the Board are 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 morning 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 Real Property Negotiators (Government Code 54954.5 (b)): APN: 1019-441-10-0-000. (Tao Rossini, APC) Chino Valley Unified School District and Charles & Christine Unsworth Trust. Price and terms of payment. (10 minutes)
- b. Conference with Legal Counsel-Anticipated Litigation (Government Code 54954.5(c) and 54956.9 (d)(2) and (e)(1)): Two possible cases. (Tao Rossini, APC) (30 minutes)
- c. 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) (5 minutes)
- d. Student Discipline Matters (Education Code 35146, 48918 (c) & (j)): Expulsion Cases 24/25-11, 24/25-12, 24/25-14, and 24/25-16. (20 minutes)
- e. Conference with Legal Counsel-Existing Litigation (Government Code 54956.9 Paragraph (1) of subdivision (d)): OAH Case No. 2024090843. (Atkinson, Andelson, Loya, Ruud, and Romo) (15 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 Principal; and High and Junior High School Assistant Principals. (10 minutes)
- h. Public Employee Discipline/Dismissal/Release (Government Code 54957): (10 minutes)

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

1. Report Closed Session Action
2. Pledge of Allegiance

Proceedings of this meeting are recorded.

- I.C. **STAFF REPORT:** Essential Standards and the Smarter Balanced Assessment Results
- 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. FACILITIES, PLANNING, AND OPERATIONS

II.A.1. Approval of Agreement for the Purchase and Sale of Real Property and Joint Escrow Instructions for the purchase of APN 1019-441-10-0-000

Page 11

Recommend the Board of Education approve the Agreement for the Purchase and Sale of Real Property and Joint Escrow Instructions for the purchase of APN 1019-441-10-0-000.

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

III. CONSENT

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

III.A. ADMINISTRATION

III.A.1. Minutes of the October 17, 2024 Regular Meeting, and November 7, 2024 Special Meeting

Page 12

Recommend the Board of Education approve the minutes of the October 17, 2024 regular meeting, and November 7, 2024 special meeting.

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

Page 25

Recommend the Board of Education establish December 19, 2024, at 6:00 p.m. as the annual organizational meeting of the Chino Valley Unified School District Board of Education.

III.A.3. Revision of Board Bylaw 9010—Public Statements

Page 26 Recommend the Board of Education approve the revision of Board Bylaw 9010—Public Statements.

III.A.4. Revision of Board Bylaw 9012—Board Member Electronic Communications

Page 29 Recommend the Board of Education approve the revision of Board Bylaw 9012—Board Member Electronic Communications.

III.B. BUSINESS SERVICES

III.B.1. Warrant Register

Page 33 Recommend the Board of Education approve/ratify the warrant register, provided under separate cover.

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

Page 34 Recommend the Board of Education approve/ratify the 2024/2025 applications to operate fundraising activities and other activities for the benefit of students.

III.B.3. Fundraising Activities

Page 36 Recommend the Board of Education approve/ratify the fundraising activities.

III.B.4. Donations

Page 40 Recommend the Board of Education accept the donations.

III.B.5. Legal Services

Page 44 Recommend the Board of Education approve payment for legal services to the law offices of Atkinson, Andelson, Loya, Ruud & Romo; Margaret A. Chidester & Associates; and Tao Rossini, APC.

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

III.C.1. Student Expulsion Cases 24/25-11, 24/25-12, 24/25-14, and 24/25-16

Page 45 Recommend the Board of Education approve student expulsion cases 24/25-11, 24/25-12, 24/25-14, and 24/25-16.

III.C.2. School Sponsored Trips

Page 46 Recommend the Board of Education approve/ratify the school-sponsored trips for: Rolling Ridge ES; Briggs K-8; Ayala HS; Chino HS; and Don Lugo HS.

III.C.3. Continued Funding Application for Child Development Services CCTR and the Adoption of Resolution 2024/2025-33

Page 48

Recommend the Board of Education approve the Continued Funding Application for Child Development Services CCTR and the adoption of Resolution 2024/2025-33.

III.C.4. New Course: CTE Introduction to Dance

Page 50

Recommend the Board of Education approve the new course CTA Introduction to Dance.

III.C.5. New Course: CTE Dance 1

Page 55

Recommend the Board of Education approve the new course CTA Dance 1.

III.D. FACILITIES, PLANNING, AND OPERATIONS

III.D.1. Purchase Order Register

Page 61

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

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

Page 62

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

III.D.3. Surplus/Obsolete Property

Page 67

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

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

Page 73

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

III.D.5. Resolution 2024/2025-27, 2024/2025-28, 2024/2025-30, 2024/2025-31, and 2024/2025-32, Authorization to Utilize a Piggyback Contract

Page 75

Recommend the Board of Education approve Resolution 2024/2025-27, 2024/2025-28, 2024/2025-30, 2024/2025-31, and 2024/2025-32, Authorization to Utilize a Piggyback Contract.

III.D.6. Approval of Payment to FieldTurf USA, Inc., Under Threat of Potential Litigation or Disputed Claim

Page 87

Recommend the Board of Education approve payment to FieldTurf USA, Inc., under threat of potential litigation or disputed claim.

III.D.7. Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve II School—New Construction, BP 05-01

Page 88

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve School II—New Construction, BP 05-01.

III.D.8. Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve II School—New Construction, BP 06-01

Page 92

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve School II—New Construction, BP 06-01.

III.D.9. Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve II School—New Construction, BP 07-01

Page 96

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve School II—New Construction, BP 07-01.

III.D.10. Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve II School—New Construction, BP 08-02

Page 100

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve School II—New Construction, BP 08-02.

III.D.11. Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve II School—New Construction, BP 09-01

Page 104

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve School II—New Construction, BP 09-01.

III.D.12. Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve II School—New Construction, BP 09-02

Page 108

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve School II—New Construction, BP 09-02.

III.D.13. Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve II School—New Construction, BP 09-03

Page 112

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve School II—New Construction, BP 09-03.

III.D.14. Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve II School—New Construction, BP 09-04

Page 116

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve School II—New Construction, BP 09-04.

III.D.15. Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve II School—New Construction, BP 09-05

Page 120

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve School II—New Construction, BP 09-05.

III.D.16. Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve II School—New Construction, BP 10-01

Page 124

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve School II—New Construction, BP 10-01.

III.D.17. Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve II School—New Construction, BP 11-01

Page 128

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve School II—New Construction, BP 11-01.

III.D.18. Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve II School—New Construction, BP 23-01

Page 132

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve School II—New Construction, BP 23-01.

III.D.19. Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve II School—New Construction, BP 26-01

Page 136

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve School II—New Construction, BP 26-01.

III.D.20. Change Order and Notice of Completion for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations—Group A, BP-03

Page 140

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations—Group A, BP-03.

III.D.21. Change Order and Notice of Completion for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations—Group A, BP-07

Page 144

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations—Group A, BP-07.

III.D.22. Change Order and Notice of Completion for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations—Group A, BP-08

Page 148

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations—Group A, BP-08.

III.D.23. Change Order and Notice of Completion for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations—Group A, BP-12

Page 152

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations—Group A, BP-12.

III.D.24. Change Order and Notice of Completion for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations—Group A, BP-15

Page 156

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations—Group A, BP-15.

III.D.25. Change Order and Notice of Completion for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations—Group A, BP-16

Page 160

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations—Group A, BP-16.

III.D.26. Change Order and Notice of Completion for Bid No. 23-24-04F, Districtwide Roofing Replacement Project

Page 164

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 23-24-23-04F, Districtwide Roofing Replacement Project.

III.E. HUMAN RESOURCES

III.E.1. Certificated/Classified Personnel Items

Page 171

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

III.E.2. Student Teaching Agreement with La Sierra University and Addendum to Student Teaching Agreement with Whittier College

Page 177

Recommend the Board of Education approve the Student Teaching Agreement with La Sierra University and addendum to the Student Teaching Agreement with Whittier College.

IV. INFORMATION**IV.A. ADMINISTRATION****IV.A.1. Request by Amanda Swager to Place an Item on the Agenda**

Page 187 Recommend the Board of Education receive for information Amanda Swager's request to place an item on the agenda.

IV.B. BUSINESS SERVICES**IV.B.1. Adopted 2024/2025 Organized and Unorganized Student Body Budgets**

Page 198 Recommend the Board of Education receive for information the adopted 2024/2025 organized and unorganized student body budgets.

IV.C. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT**IV.C.1. San Bernardino County Superintendent of Schools Williams Findings Decile 1-3 Schools First Quarterly Report 2024/2025**

Page 200 Recommend the Board of Education receive for information the San Bernardino County Superintendent of Schools Williams Findings Decile 1-3 Schools First Quarterly Report 2024/2025.

IV.D. FACILITIES, PLANNING, AND OPERATIONS**IV.D.1. Community Facilities District 4 (College Park) Special Tax Accountability Report for Fiscal Year 2023/2024**

Page 208 Recommend the Board of Education receive and file the Community Facilities District 4 (College Park) Special Tax Accountability Report for Fiscal Year 2023/2024.

IV.D.2. Cash Management Program

Page 214 Recommend the Board of Education receive for information the report on the Cash Management Program.

IV.D.3. Annual Report per Board Policy 3470 Debt Issuance and Management

Page 219 Recommend the Board of Education receive for information the annual report per Board Policy 3470 Debt Issuance and Management.

V. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

VI. ADJOURNMENT

Prepared by: Patricia Kaylor, Administrative Secretary, Board of Education
Date posted: November 15, 2024

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: November 21, 2024
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
SUBJECT: APPROVAL OF AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS FOR THE PURCHASE OF APN 1019-441-10-0-000

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BACKGROUND

In early November 2024, the District began negotiations with the Charles and Christine Unsworth Trust (Seller) for the purchase of a 22,868 square foot warehouse building and property located in the City of Chino, San Bernardino County, California, bearing Assessor's Parcel Number (APN) 1019-441-10-0-000 and commonly known as 4575 Danito Court, Building 4, Chino, CA 91710. On November 15, 2024, the Seller accepted the Agreement for the Purchase and Sale of Real Property and Joint Escrow Instructions for the purchase of APN 1019-441-10-0-000.

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

RECOMMENDATION

It is recommended that the Board of Education approve the Agreement for the Purchase and Sale of Real Property and Joint Escrow Instructions for the purchase of APN 1019-441-10-0-000.

FISCAL IMPACT

\$8,000,000.00 Chino RDA Fund 25.
(Based on Fair Market Value as determined by Appraisal Process)

NE:GJS:cb

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS

This Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions (“Agreement”) is made, dated and effective as of _____, 2024 (the “Effective Date”), by and between the Chino Valley Unified School District, a public school district validly existing under the Constitution and Laws of the State of California (“**Buyer**” or “**District**”), and Charles & Christine Unsworth Trust (“**Seller**” or “**Trust**”), a California trust. Buyer and Seller are from time to time throughout this Agreement referred to singularly as “Party” or collectively as “Parties.” In consideration of this Agreement, Seller and Buyer agree as follows:

1. Sale of Property. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the following (collectively, the “Property”): (i) that land consisting of approximately one acre located in the City of Chino, San Bernardino County, bearing Assessor’s Parcel Number 1019-441-10-0-000 and commonly known as 4575 Danito Court – Building 4 Chino, CA 91710, as legally described on the attached Exhibit A, attached hereto and incorporated herein (the “Land”); (ii) any and all buildings, structures, fixtures, facilities, equipment, and other improvements now or hereafter located on the Land; and (iii) any and all easements and rights benefiting or appurtenant to the Land.

2. Purchase Price, Escrow, and Manner of Payment.

2.1 The total purchase price (“Purchase Price”) to be paid by Buyer to Seller for the Property shall be \$8,000,000.00. The Purchase Price paid by Buyer to Seller is all-inclusive of Seller’s interest in the Property and any rights or obligations which exist or may arise out of the acquisition of the Property, including without limitation Seller’s fee interest in the land and any improvements located thereon, severance damages, relocation expenses, loss of business goodwill, costs, interest, attorneys’ fees, and any claim whatsoever of Seller which might arise out of or relate in any respect to the acquisition of the Property by Buyer. The Purchase Price shall be payable as follows:

2.1.1 Within three (3) business days after the Effective Date, the Parties shall open an escrow (“Escrow”) with Inter Valley Escrow, Inc., Attn. Eric Okland (“Escrow Holder”) at Escrow Holder’s Office. The Escrow shall be deemed opened when the Parties have given Escrow Holder an executed copy of this Agreement. This Agreement shall serve as escrow instructions to Escrow Holder, and the Parties shall execute additional instructions if Escrow Holder so requires, provided that such instructions do not change the terms of this Agreement but merely offer protection for Escrow Holder. Any additional instructions shall provide that this Agreement shall prevail in case of any inconsistency between it and the additional instructions.

2.1.2 No later than 1:00 p.m. on the business day preceding the Closing Date, as defined in Section 5, or such earlier time as required by Escrow Holder in order to close Escrow on the Closing Date, Buyer shall deposit with Escrow Holder the Purchase Price.

2.2 Upon the open of Escrow, Buyer shall deliver to Seller in cash the sum of One Hundred and No/100 Dollars (\$100.00) (the “Independent Contract Consideration”) which

amount has been bargained for and agreed to as consideration for Buyer's exclusive option to purchase the Property, and for the Due Diligence Period provided hereunder, and for Seller's execution and delivery of this Agreement. The Independent Contract Consideration is in addition to and independent of all other considerations provided in this Agreement and is nonrefundable in all events.

3. Matters to Occur Prior to Closing. Prior to Closing (as defined in Section 5 of this Agreement):

- 3.1 Phase I. Buyer may obtain a Phase I Environmental Site Assessment report of the likelihood of contamination on the Land based on a non-invasive investigation (the "Phase I"), at Buyer's sole cost. Based on the conclusions of the Phase I, Buyer may, at its sole cost, perform additional environmental investigations, including a "Phase II" environmental investigation.
- 3.2 Inspections. Buyer and its representatives, agents, engineers, consultants, contractors, and designees shall have the right to enter onto the Property without charge and at all reasonable times from and after the Effective Date of this Agreement through December 31, 2024 (the "Due Diligence Period") for purposes of (i) examining, inspecting and investigating the Property including the site, soil, subsurface soils, drainage, seismic and other geological and topographical matters, location of asbestos, toxic substances, hazardous materials or wastes, if any, (ii) investigation of all zoning, development rights, permits and other land use rights relating to the Property, (iii) investigation of the economic potential of the Property and (iv) any other matters that Buyer deems relevant in connection with the decision to consummate the transaction contemplated herein.
- 3.3 Due Diligence Materials. Within five (5) Days of the Effective Date of this Agreement, Seller shall deliver to Buyer copies of those documents, reports, agreements, or other items in its possession or control relating to the Property including, without limitation, all of the following: (i) all licenses, leases, and permits affecting or relating to the ownership, subdivision, possession or development of the Property or the construction of improvements thereon, and all amendments and modifications thereto; (ii) applications and correspondence or other written communications to or from any governmental entity, department or agency regarding any permit, approval, consent or authorization with respect to the development of the Property or the construction of improvements thereon; (iii) the most recent survey, if any, pertaining to the Property or any portion thereof; and (iv) soils reports, engineering data, environmental reports, and other data or studies pertaining to the physical condition of the Property or any portion thereof (collectively the "Due Diligence Materials"). In the event Buyer does not acquire the Property, Buyer shall promptly return said Due Diligence Materials to Seller.
- 3.4 Buyer Indemnity and Seller Protection from Entry upon Property. Buyer shall hold Seller and the Property harmless from all costs, liabilities and mechanics' liens relating to or arising out of the activities of Buyer, or its agents or contractors, on or about the Land during the Inspection Period. Buyer shall repair and restore any damage to the Land caused by or occurring during any entry onto the Land by Buyer or its agents or contractors and return the Land as close as reasonably possible to its previously existing condition prior to such entry, ordinary wear and tear excepted. Notwithstanding any

provision of this Agreement to the contrary, Buyer's obligations under this Section 3.4 shall survive the Closing Date and the termination of this Agreement.

- 3.5 Governmental Approvals. Buyer may seek approval for such permits, licenses, zoning, variances, entitlements and development rights desired by Buyer for Buyer's intended use of the Property (collectively, the "Governmental Approvals"). Seller shall reasonably cooperate with Buyer in connection with the Governmental Approvals, including executing such documents as are reasonably necessary to permit Buyer to submit application materials in its name in connection with the Governmental Approvals. Notwithstanding the foregoing: (i) the Governmental Approvals shall not result in a change of zoning, impose any restrictions on or cause or create any liens or encumbrances against any portion of the Property, unless and until the Closing occurs; (ii) the Governmental Approvals shall not result in any liability whatsoever to Seller; and (iii) Seller shall not be obligated to incur any out-of-pocket expenses in connection with any of the Governmental Approvals.

3.6 Title to Property, Monetary Encumbrances and Other Matters.

- 3.6.1 For purposes of the Agreement, the following terms have the following meanings: (a) "Monetary Encumbrances" means all mortgages, deeds of trust, judgment liens, mechanic's liens, tax liens, bonds, assessments, security interests, and other monetary liens or encumbrances, and all related documents and instruments, whether recorded or unrecorded, against or relating to the Property, or any portion thereof or any interest therein (other than current general and special real property taxes, assessments, and bonds not yet delinquent, and the lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 of the

California Revenue and Taxation Code); (b) "Purchase Options" means all options to purchase, rights of first refusal, and other rights to purchase the Property, or any portion thereof or interest therein, whether recorded or unrecorded; (c) "Restrictions on Alienation or Use" means all restrictions on the ability of the owner of the Property to use, lease, sell, or otherwise convey the Property, or any portion thereof or any interest therein, whether recorded or unrecorded, and whether or not contingent upon the approval of any third party (other than restrictions of general application contained in City of Chino Codes and Ordinances); and (d) "Possessory Interests" means any lease, license, rental agreement, permit or other rights to use and/or possess the Property, or any portion thereof or any interest therein, other than easements for subsurface utility lines.

- 3.6.2 Prior to the Close of Escrow, Seller shall, at Seller's expense: (a) pay and remove of record all Monetary Encumbrances; and (b) cause all Purchase Options, Restrictions on Alienation or Use, and Possessory Interests, if any, to be terminated, released, and eliminated of record. All Monetary Encumbrances, Purchase Options, Restrictions on Alienation or Use, and Possessory Interests, if any, are hereby disapproved by Buyer and need not be further disapproved by Buyer as part of its title review process. (All Monetary Encumbrances, Purchase

Options, Restrictions on Alienation or Use, and Possessory Interests, collectively “Disapproved Title Matters.”)

4. Contingencies. The obligations of Buyer under this Agreement are contingent upon each of the following (each called a “Contingency,” and collectively called the “Contingencies”):

- 4.1 Title. Old Republic Title Company or some other reputable title insurer (“Title Company”), on or before the expiration of the Due Diligence Period, shall be willing to issue, upon the sole condition of the payment of its regularly scheduled premium, an American Land Title Association Owner’s Extended Coverage form policy of title insurance (“Buyer’s Title Policy”), insuring Buyer in the amount of the Purchase Price that title to the Real Property is vested of record in Buyer on the Closing Date, subject only to the printed conditions and exceptions of such policy and the Permitted Encumbrances (as defined in Section 7.3 of this Agreement), together with such endorsements to the policy as Buyer deems advisable in its reasonable discretion. Prior to the Close of Escrow, Seller shall execute and deliver to the Title Company an Owner’s Affidavit or other documents, in form and substance acceptable to the Title Company, as may be necessary to cause it to issue the title insurance policy and endorsements provided for above.
- 4.2 Phase I. Buyer shall have in good faith determined, on or before the expiration of the Due Diligence Period, that it is satisfied with the results of and matters disclosed by its environmental investigations and inspections.
- 4.3 Governmental Approvals. Buyer shall have in good faith obtained any Governmental Approvals deemed necessary by Buyer on or before expiration of the Due Diligence Period.
- 4.4 Board Approval. Approval of this Agreement by the District Board of Education.
- 4.5 Disapproval/Termination. District shall notify Seller and Escrow Holder in writing (“District’s Due Diligence Notice”) on or before the expiration of the Due Diligence Period of District’s approval or disapproval of the Due Diligence Materials, the condition of the Property and District’s investigations with respect thereto. District’s disapproval of any of said items shall constitute District’s election to terminate this Agreement and cancel the Escrow whereupon this Agreement and the Escrow shall be deemed terminated and neither Party shall have any further rights or obligations herein except those obligations that expressly survive such termination (the “Surviving Obligations”). District’s failure to deliver District’s Due Diligence Notice on or before the expiration of the Due Diligence Period shall be conclusively deemed District’s disapproval thereof.
- 4.6 Removal of Contingencies. If the Contingencies have not been satisfied on or before expiration of the Due Diligence Period, then unless the Contingencies (or Contingency, as the case may be) shall not have been satisfied by reason of willful default, neglect or bad faith on the part of Buyer, this Agreement may be terminated at Buyer’s option by giving written notice to Seller on or before expiration of the Due Diligence Period, together with the following (collectively, the “Termination Documents”): (i) a duly

executed original of a notice of termination in the form of Exhibit B attached hereto and made a part hereof (“Notice of Termination”); (ii) a true, correct and complete copy of the Phase I and Phase II report(s), if any; and (iii) a true, correct and complete copy of the Inspection Reports, if any. If Buyer shall fail to timely deliver the Termination Documents to Seller in accordance with this Section 4 or said Section 7, as applicable, then the Contingencies shall be deemed to be satisfied or waived. All of the Contingencies are specifically stated and agreed to be for the sole and exclusive benefit of Buyer, and Buyer shall have the right to unilaterally waive any of the Contingencies.

5. Closing. The closing of the purchase and sale contemplated by this Agreement (the “Closing”) shall occur on January 20, 2025 (the “Closing Date”). The Closing shall occur in escrow, with Seller submitting Seller’s Closing Documents (as defined in Section 5.1 below) and Buyer submitting Buyer’s Closing Documents (as defined in Section 5.2 below) to the Escrow Holder no later than one business day prior to the Closing Date pursuant to Seller’s and Buyer’s respective closing instructions to the Escrow Holder, which must be consistent with the terms of this Agreement. Seller agrees to deliver possession of the Property to Buyer on the Closing Date free and clear of all tenancies, lessees, occupants, licensees, and all possessory rights of any kind or nature, except as otherwise permitted herein.

5.1 Seller’s Closing Documents. No later than 4:00 p.m. Pacific Standard Time on the business day immediately preceding the Closing Date, Seller shall execute and/or deliver to the Escrow Holder the following (collectively, “Seller’s Closing Documents”):

5.1.1 Deed. Grant Deed substantially in the form of Exhibit C attached hereto and made a part hereof conveying title to the Property to Buyer in fee simple, duly executed and acknowledged by Seller (the “Grant Deed”).

5.1.2 Seller’s Affidavit. An Affidavit of Seller in the form of Exhibit D attached hereto and made a part hereto, together with such amendments thereto as Escrow Holder shall deem necessary to cause it to issue the title insurance policy and endorsements provided for above.

5.1.3 FIRPTA Affidavit. A nonforeign affidavit, properly executed, containing such information as is required by Internal Revenue Code section 1445(b)(2) and its regulations.

5.1.4 Natural and Environmental Disclosures. Seller shall: (i) if required by Law, deliver to Buyer earthquake guides (and questionnaire) and environmental hazards booklet; (ii) even if exempt from the obligation to provide an NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone, State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.

5.1.5 Other Instruments. Such other instruments as may be reasonably necessary to effectuate the conveyance of the Property in accordance with, and effectuate the other provisions of, this Agreement.

5.1.6 Counterpart of closing statement.

5.2 Buyer's Closing Documents. On the Closing Date, Buyer will execute and/or deliver to the Escrow Holder the following (collectively, "Buyer's Closing Documents"):

5.2.1 Purchase Price. Immediately available funds in the amount of the Purchase Price, plus Buyer's share of Closing Costs and Prorations.

5.2.2 Certificate of Acceptance. A public agency certificate of acceptance pursuant to Government Code section 27281.

5.2.3 IRC 1033 Correspondence. A letter regarding purchase of the Property in lieu of an exercise of eminent domain power.

5.2.4 Other Instruments. Such other instruments as may be reasonably necessary to effectuate the conveyance of the Property in accordance with, and effectuate the other provisions of, this Agreement.

5.2.5 Counterpart of closing statement.

5.3 Filing of Reports. Escrow Holder shall be solely responsible for the timely filing of any reports or returns required pursuant to the provisions of Section 6045(e) of the Internal Revenue Code of 1986 (and any similar reports or returns required under any state or local laws) in connection with the closing of the transaction contemplated in this Agreement.

6. Prorations. Seller and Buyer agree to the following prorations and allocation of costs ("Closing Costs and Prorations") regarding this Agreement:

6.1 Title Insurance and Escrow Fee. Buyer and Seller shall share equally in the premium for the issuance of an ALTA Standard Coverage Owner's Title Policy. Buyer shall be responsible for any endorsements to the Owner's Title Policy, if desired by Buyer, together with any additional premium and related survey costs attributable to Buyer's request for ALTA Extended Coverage Owner's Policy pursuant to Section 4.1. Seller and Buyer shall each pay one half of any reasonable and customary escrow fee, closing fee or charge imposed by the Title Company.

6.2 Real Estate Taxes and Special Assessments. All real property taxes, bonds, special taxes, improvement taxes, and assessments pertaining to the Property shall be prorated and adjusted between the parties as of the Closing Date so that Seller shall pay, or give Buyer credit for, all such taxes, bonds and assessments that accrued prior to the Closing Date and Buyer shall pay, or assume, all such taxes, bonds and assessments that accrue after the Closing Date. Seller and Buyer hereby agree that if the actual amount of said taxes, bonds and assessments are not known as of the Closing Date, said taxes, bonds and assessments shall be prorated based the most recently assessed and known amounts, and any adjustments for either party in the event that the actual amounts of said taxes, bonds and assessments differs from said previous amounts shall be handled directly between Buyer and Seller outside of escrow.

- 6.3 Recording Costs. Buyer shall pay the cost of recording the Grant Deed, and all other documents, if any, recorded pursuant to the terms of this Agreement.
- 6.4 Transfer Taxes. Seller shall pay any and all governmental documentary transfer or transaction taxes or fees imposed by the county in which the Property is located due to the transfer of the Property from Seller to Buyer.
- 6.5 Attorney's Fees. Each of the Parties will pay its own attorneys' fees, except that a Party defaulting under this Agreement or any closing document will pay the reasonable attorneys' fees and court costs incurred by the non-defaulting Party to enforce its rights regarding such default.
- 6.6 Brokers' Fees. Buyer and Seller have engaged Sam S. Manoukian of DPI-Diversified Property Investments ("Broker") to act as broker with respect to the purchase and sale contemplated in this Agreement. Seller shall be solely responsible for payment of any fee or commission due Broker for Broker's services associated with this Agreement.
7. Escrow and Title Examination. Escrow and Title Examination will be conducted as follows:
- 7.1 [Intentionally Omitted]
- 7.2 Preliminary Report. Promptly after the execution of this Agreement, Buyer shall cause an ALTA/ASCM survey of the Property to be prepared and upon completion thereof delivered to Escrow Holder and Seller. Thereafter, Seller shall, within a reasonable period of time after the date hereof, furnish to Buyer a preliminary title report (the "Title Report") to be issued by Title Company, together with copies of all underlying documents listed as exceptions therein.
- 7.3 Buyer's Objections. Within 30 days after receiving the Title Report, Buyer may accept or make written objections to any matters shown thereon (the "Objections"). For the avoidance of doubt, Seller has agreed to resolve any Disapproved Title Matters pursuant to Section 3.6.2. Buyer's and Seller's rights and obligations with respect to the Objections pursuant to this Section 7.3 shall not apply to the Disapproved Title Matters. Buyer's failure to make Objections within such time period will constitute waiver of Objections, provided that Seller has first delivered to Buyer a five (5) day written notice that Seller has not received notice from Buyer of acceptance or objection(s) to the Title Report, and Buyer has failed to respond within that five (5) day period. Any matter shown in the Title Report (except the Disapproved Title Matters), and not objected to by Buyer shall be deemed to be a Permitted Encumbrance hereunder. Seller shall have the right, but not the obligation, to cure any of the Objections by removing or causing the Title Company to insure over such Objections prior to the close of the Due Diligence Period. If Seller is unable to cure any Objections within the Due Diligence Period, or if Seller gives Buyer written notice at any time during said Due Diligence Period stating that Seller declines to attempt to cure any of the Objections, then Buyer will have the option to do either of the following, as its sole right and remedy:
- 7.3.1 Terminate this Agreement in accordance with the provisions of Section 4 of this Agreement; or

7.3.2 Waive the Objections (and the Contingency described in Section 4.1 of this Agreement).

8. Representations and Warranties by Seller.

- 8.1 Seller has the full right, power and authority to execute, deliver and perform, comply with and consummate the terms of this Agreement and the documents referenced herein to which Seller is or shall be a party.
- 8.2 There will be no leases, rental agreements, or other rights of occupancy, possession or mineral extraction of any kind, whether written or oral, affecting the Property as of closing.
- 8.3 No condemnation proceeding is pending or, to Seller's knowledge, threatened with respect to any part of the Property.
- 8.4 There will be no Monetary Encumbrances against or affecting the Property, or any portion thereof or any interest therein, whether recorded or unrecorded, as of the closing.
- 8.5 Except for the rights granted to Buyer pursuant to this Agreement, there are no purchase options or other rights to purchase the Property, or any portion thereof or any interest therein, whether recorded or unrecorded.
- 8.6 There are no contracts or agreements, recorded or unrecorded, written or oral, relating to the ownership, occupancy, sale, lease, rental, use, operation, management, or maintenance of, or performance of services on or with respect to, the Property, or any portion thereof, that will bind or otherwise obligate Buyer or the Property following the Closing.
- 8.7 There has been no work of improvement on the Property engaged, contracted for, approved, or otherwise authorized by Seller, or, to the best of Seller's knowledge and belief by others, within one hundred eighty (180) days immediately prior to the Effective Date of this Agreement that could give rise to a lien or a right to a lien against the Property, or any portion thereof, for services, labor or materials. To the best of Seller's knowledge and belief, (i) there has been no storage, treatment, use, disposal or release on or under any portion of the Property of any Hazardous Substances by Seller or any tenant, subtenant, or previous owner or tenant or subtenant of any portion of the Property; (ii) there are no Hazardous Substances present in the soil and/or groundwater on or under the Property or any portion thereof; (iii) there are no pending or threatened lawsuits, governmental investigations or other proceedings relating in any way to the presence, storage, treatment, disposal or release of any Hazardous Substances on or under any portion of the Property or any adjoining real property; and (iv) there have been no communications or agreements with any federal, state or local governmental agency or any private person or entity (including, without limitation, any prior owner of the Property, or any portion thereof, or any owner of any adjoining real property, or any present or former occupant of the Property, or any portion thereof, or any occupant of any adjoining real property) relating in any way to the presence, storage, treatment, disposal or release of any Hazardous Substances on or under any portion of the Property

or any adjoining real property. For purposes of this Agreement: (A) the term “Hazardous Substances” means any material, substance or waste designated as hazardous, toxic, radioactive, injurious or potentially injurious to human health or the environment, or as a pollutant or contaminant, or words of similar import, under any Environmental Law, including, but not limited to, petroleum and petroleum products, asbestos, mold, lead, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive matter, medical waste, and chemicals which may cause cancer or reproductive toxicity; and (B) the term “Environmental Laws” means any federal, state or local law, statute, regulation or ordinance now or hereafter in force pertaining to materials, substances or wastes which are injurious or potentially injurious to human health or the environment or the release, disposal or transportation of which is otherwise regulated by any agency or the federal, state or any local government with jurisdiction over the Property, or any portion thereof, or any such material, substance or waste removed therefrom, or in any way pertaining to pollution or contamination of the air, soil, surface water or groundwater.

- 8.8 To the best of Seller’s knowledge and belief, the Property is in full and complete compliance with all federal, state and local laws, ordinances, rules and regulations applicable to the Property or to the sale and transfer thereof to Buyer, including, without limitation, the California Subdivision Map Act (Cal. Govt. Code §§66410, et seq.) and all Environmental Laws.
- 8.9 There are no actions, suits, proceedings or investigations pending, or, to the best of Seller’s knowledge and belief, threatened, against, affecting, or relating to the Property, or the sale and transfer thereof to Buyer, in any court or before or by any governmental department, board, agency, or instrumentality, or any arbitrator.

For purposes of this Agreement, the term “to the best of Seller’s knowledge and belief” means the present, actual knowledge of any signatory of Seller to this Agreement as of the Effective Date of this Agreement.

“AS IS” Sale. Except as otherwise expressly set forth in this Agreement, Buyer acknowledges that Buyer is acquiring the Property in an “AS IS, WHERE IS” condition, with all faults, whether known or unknown. Buyer further expressly acknowledges that, except as may otherwise be specifically set forth in this Agreement, neither Seller, nor any agents, representatives, employees or attorneys of Seller have made any representations or warranties of any kind, nature or description, direct or implied, verbal or written, with respect to this section. Buyer hereby waives the benefit of any statute, law or decision that would in any way detract, reduce or diminish from giving full force and effect to the provisions of the section.

9. Buyer acknowledges that except as may otherwise be specifically set forth in this Agreement, Buyer is relying upon Buyer’s own independent investigation of the Property in entering into this Agreement and purchasing the Property. Buyer acknowledges that Buyer will fully and thoroughly investigate and inspect each and every aspect of the Property, and all factors relevant thereto, including, without limitation, the physical condition of the Property; the composition, condition and buildability of the Property’s soil; the size and dimension of the Property; the accuracy and adequacy of the legal description of the Property; the Property’s compliance with all applicable laws, including, but not limited to, environmental laws, rules and regulations and any other aspect of the Property dealing with hazardous materials; the Property’s fitness for any particular purpose, use or enjoyment; the feasibility of development of the Property; the availability and adequacy of all utilities, including but not limited to, water, electricity, sewer, gas and telephone; all documents, encumbrances

and matters affecting the title of the Property; all federal state, county, municipal and local laws, rules and regulations affecting the Property; all legal requirements such as taxes, assessments, zoning, use permits and building codes; and the rights and obligations of any tenants or occupants of the Property.

10. Certain Conditions to Buyer's Obligations. In addition to any condition set forth elsewhere in this Agreement, or as may otherwise be provided by law, it is agreed that the following are conditions to the Closing and the obligation of Buyer to purchase the Property:

(a) Seller shall have performed all of its obligations under this Agreement required to be performed on or before the Closing Date; (b) the representations and warranties of Seller herein shall be true and correct as of the Closing as if made as of such time, with the exception of those matters subject to the best of Seller's knowledge and belief that were unknown to Seller at the time this Agreement was executed but were discovered during Buyer's investigations and inspections of the Property; and (c) the Title Company shall have unconditionally and irrevocably committed to issue the Title Policy to Buyer as of the Closing Date.

11. Representations and Warranties by Buyer. Buyer represents and warrants to Seller as follows:

11.1 Authority. Buyer is a public school district validly existing under the Constitution and Laws of the State of California and is authorized to purchase the Property upon action by the District Board of Education.

11.2 Buyer has the requisite power and authority to enter into and perform this Agreement and those Buyer's Closing Documents signed by it; such documents have been duly authorized by all necessary action on the part of Buyer and have been duly executed and delivered; such execution, delivery and performance by Buyer of such documents does not conflict with or result in a violation of the Constitution or Laws of the State of California, or any judgment, order, or decree of any court or arbiter to which Buyer is a party; such documents are valid and binding obligations of Buyer, and are enforceable in accordance with their terms.

12. Condemnation. If, prior to the Closing Date, eminent domain proceedings are commenced against all or any part of the Property, Seller shall promptly give notice to Buyer of such fact, and Buyer may at its option terminate this Agreement by giving written notice to Seller together with the Termination Documents on or before the earlier of the Closing Date or the date that is thirty (30) days after Seller's notice. If Buyer shall timely deliver the Termination Documents to Seller in accordance with this Section 12. If Buyer shall fail to timely deliver the Termination Documents to Seller in accordance with this Section 12, then there shall be no reduction in the Purchase Price, and Seller shall assign to Buyer at the Closing Date all of Seller's right, title and interest in and to any award made or to be made in the condemnation proceedings. Prior to the Closing Date, Seller shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without Buyer's prior written consent.

13. Brokers. Except as provided in Section 6.6 herein, Buyer and Seller agree to indemnify the other against and hold the other harmless from any and all liabilities to any persons claiming brokerage commissions or similar fees on account of services purported to have been rendered on behalf of the indemnifying party in connection with this Agreement or the transactions contemplated hereby and arising out of such party's actions.

14. Notices. Any notice required or permitted hereunder shall be given by personal delivery upon an authorized representative of a party hereto; or if mailed in a sealed wrapper by United States registered or

certified mail, return receipt requested, postage prepaid; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Buyer: Gregory Stachura
Chino Valley Unified School District
13641 Ramona Ave.
Chino, CA 91710

With a copy to: Tao Rossini, APC
14603 Whittier Blvd.
Whittier, CA 90605
Attention: Barry Nutovic

If to Seller: Charles & Christine Unsworth Trust
2100 E. Oceanfront
Newport Beach, CA 92661

With a copy to: _____

Notices personally delivered shall be deemed given the day so delivered. Notices given by overnight courier shall be deemed given on the first business day following the mailing date. Notices mailed as provided herein shall be deemed given on the third business day following the mailing date. Any party may change its address for purposes of this section by giving written notice of such change to the other party in the manner provided in this section.

15. Seller Default. If Seller defaults under this Agreement, except as set forth below, Buyer shall have no right to seek damages from Seller for Buyer's loss of its bargain in failing to acquire the Property, but Buyer shall have the right to seek specific performance of this Agreement by Seller. Any action for specific performance brought by Buyer must be commenced within 180 days of the date that Buyer obtains actual knowledge of the default.

16. Miscellaneous.

16.1 Captions. The Section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

16.2 Entire Agreement; Modification. This constitutes the complete agreement between the parties regarding the subject matter hereof and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement, and no waiver of any of their respective terms will be effective, unless in a writing executed by the parties.

16.3 Assignment. Buyer, in its sole discretion, may assign all or a portion of its rights under this Agreement.

16.4 Binding Effect. This Agreement binds and benefits the parties and their successors and assigns.

- 16.5 Time Is of the Essence. Except as otherwise specifically provided in this Agreement, time is of the essence for each provision of this Agreement. Whenever an action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time (or by a particular date) which ends (or occurs) on a day other than a Business Day, then such period (or date) shall be extended until the immediately following Business Day. A "Business Day" is any day other than a Saturday, Sunday, a federal holiday, or any other day that banks are closed in the state of California.
- 16.6 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 16.7 Interpretation. The captions and headings of the sections of this Agreement are for convenience of reference only and shall not be deemed to define or limit the provisions thereof. Each party acknowledges and agrees that this Agreement (1) has been reviewed by it and its counsel, (2) is the product of negotiations between the parties, and (3) shall not be deemed prepared or drafted by any one party. In the event of any dispute between the parties concerning this Agreement, the parties agree that any ambiguity in the language is not to be resolved against any party but shall be given a reasonable interpretation in accordance with the plain meaning of the language and the intent of the parties as manifested hereby. All exhibits are hereby incorporated into the body of this Agreement.
- 16.8 No Waiver. Any party may at any time or times, at its election, waive any of the conditions to its obligations hereunder, but any such waiver shall be effective only if contained in a writing signed by such party. No such waiver shall reduce the rights or remedies of a party by reason of any breach by any other party. Waiver by one party of the performance of any covenant, condition or promise of any other party shall not invalidate this Agreement, nor shall it be deemed to be a waiver by such party of the performance of any other covenant, condition or promise by such other party (whether preceding or succeeding and whether of the same or similar nature). No failure or delay by one party to exercise any right it may have by reason of the default of any other party shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of any right by such party while the other party continues to be so in default.
- 16.9 Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the state of California (without regard to conflicts of law). Venue for any action arising under this Agreement shall be in the County Superior Court.
- 16.10 Further Instruments. Each Party will, whenever and as often as it shall be requested so to do by any other, cause to be executed, acknowledged or delivered any and all such further instruments and documents as may be necessary or proper, in the reasonable opinion of the requesting Party, in order to carry out the intent and purpose of this Agreement.

- 16.11 Third-Party Beneficiaries. The Parties do not intend by any provision herein to confer any right, remedy or benefit upon any third party (express or implied), and no third party shall be entitled to enforce or otherwise shall acquire any right, remedy or benefit by reason of any provision of this Agreement.
- 16.12 Survival. All of Seller's covenants, agreements, representations and warranties contained in the Agreement shall survive the Closing and recordation of the grant deed in the Official Records of San Bernardino County for a period of four years.
- 16.13 Counterparts. This Agreement may be executed in two or more counterparts, and any number of counterparts signed in the aggregate by all Parties shall constitute a single original instrument. In addition, if any Party uses signed documents that have been electronically scanned and transmitted by email, any other party is authorized to rely upon such documents as if they bore original signatures. The Parties acknowledge and agree that execution of this Agreement or any amendment to this Agreement may be accomplished by electronic signature utilizing DocuSign, PDF or any similar technology and shall constitute original enforceable documents.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed and delivered as of the date and year first above written.

BUYER:

Dated: , 2024

Chino Valley Unified School District
a California school district

By: _____
Norman Enfield, Ed.D.
Its: Superintendent

SELLER:

Dated: , 2024

Charles & Christine Unsworth Trust
a California trust

By: _____
Charles Unsworth

EXHIBIT A

LEGAL DESCRIPTION

Parcel 4 of Parcel Maps No. 10342, in the City of Chino, County of San Bernardino, State of California, as per Map recorded in Book 118 of Parcel Maps, Page(s) 20 and 21, records of said county, as amended by certificate of correction recorded February 10, 1988, as Instrument No. 88-041474 Official Records. APN: 1019-441-10-0-000

EXHIBIT B

NOTICE OF TERMINATION

DATE:

VIA

ADDRESSEE

Attn:

Re: Notice of Termination of Purchase Agreement dated ____, 20__, by and between _____
("Seller") and _____ ("Buyer").

Dear _____:

Pursuant to Section 4 of the above referenced Purchase Agreement, Buyer may terminate the Purchase Agreement if the Contingencies have not been satisfied on or before the expiration of the Due Diligence Period.

Capitalized terms used herein shall have the meaning assigned to such terms in the Purchase Agreement.

This letter constitutes Buyer's Notice of Termination under Section 4 of the Purchase Agreement. Buyer shall have no further interest in or right to acquire the Property, except such rights that survive termination under the terms of the Agreement.

Very truly yours,

By: _____

Name: _____

Its: _____

Encls.

cc: _____

EXHIBIT C

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Attention: _____

THIS SPACE ABOVE FOR RECORDER'S USE

The undersigned transferor declares:

Documentary transfer tax is \$ _____

() computed on full value of property conveyed or

() computed on full value less value of liens and encumbrances
remaining at time of sale

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby
acknowledged, _____, a _____ ("Grantor"), does hereby
grant to _____, a _____ ("Grantee"), the real property located in
the County of _____, State of California as more particularly described in Exhibit "A"
attached hereto and incorporated herein by this reference.

GRANTOR:

MAIL TAX STATEMENTS TO:

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT D

STATE OF _____)

_____)ss.
COUNTY OF _____)

AFFIDAVIT

_____, being first duly sworn on oath says: That he is a _____ of
_____(the “Owner”), which owns the land located in _____ County,
_____, legally described on Exhibit A attached hereto (the “Property”);

That there has been no bankruptcy against Owner, and that there are no unsatisfied judgments against Owner, or any pending actions against Owner in any courts, state or federal, that affect the Property, nor any tax liens filed against the Owner that affect the Property;

That any judgments, bankruptcies, probate proceedings, or state or federal tax liens of record against parties with the same or similar names to the Owner that affect the Property, if any, are not against the Owner;

That there have been no labor or materials furnished to the Property at the Owner’s request during the last 120 days for which payment has not been made; and

That there are no unrecorded leases, easements, or other agreements or interests constituting a lien or charge on the Property, of which affiant has knowledge.

The foregoing is given to and solely for the benefit of Old Republic Title Company in issuing title insurance in connection with the sale by Owner of the Property and may not be relied upon by any other party or for any other purpose.

[insert name]

Subscribed and sworn to
before me this ____ day of

_____, 20__

Notary Public

Exhibit A to Seller's Affidavit

Legal Description

Parcel 4 of Parcel Maps No. 10342, in the City of Chino, County of San Bernardino, State of California, as per Map recorded in Book 118 of Parcel Maps, Page(s) 20 and 21, records of said county, as amended by certificate of correction recorded February 10, 1988, as Instrument No. 88-041474 Official Records. APN: 1019-441-10-0-000

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
October 17, 2024

MINUTES

I. OPENING BUSINESS

I.A. CALL TO ORDER – 4:25 P.M.

1. Roll Call

President Shaw called to order the regular meeting of the Board of Education, Thursday, October 17, 2024, at 4:25 p.m. with Bridge, Monroe, Na, and Shaw present. Mr. Cruz arrived at 4:28 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 (*absent*)
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 4:25 p.m. regarding conference with legal counsel anticipated litigation: one possible case; conference with legal counsel existing litigation: two cases; student discipline matters; conference with labor negotiators: A.C.T. and CSEA negotiations; public employee appointment: coordinator, access, equity, and student support services; public employee discipline/dismissal/release; and public employee performance evaluation: superintendent.

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

1. Report Closed Session Action

President Shaw reconvened the regular meeting of the Board of Education at 6:00 p.m. with Bridge, Cruz, Monroe, Na, and Shaw present. The Board met in closed session from 4:25 p.m. to 5:28 p.m. regarding conference with legal counsel anticipated litigation: one possible case;

conference with legal counsel existing litigation: two cases; student discipline matters; conference with labor negotiators: A.C.T. and CSEA negotiations; public employee appointment: coordinator, access, equity, and student support services; public employee discipline/dismissal/release; and public employee performance evaluation: superintendent. By a unanimous vote of 5-0, with Bridge, Cruz, Monroe, Na, and Shaw voting yes, appointed Bob Nelson as Coordinator, Equity, Diversity, and Support Systems effective October 21, 2024. No further action was taken that required public disclosure.

2. Pledge of Allegiance

Led by Deanna.

I.C. RECOGNITIONS:

1. 2025 National Merit Scholarship Program Semifinalists

President Shaw presented certificates of recognition to students that were honored by the National Merit Scholarship Corporation, a non-profit organization that honors the nation's scholastically gifted students. Five Chino Valley Unified School District high school seniors were semifinalists in the 70th annual National Merit Scholarship Program competition: Ryan Chao, Caden Hong, Ethan Kim, and Cole Mattison of Ayala HS; and Alec Enfijian of Chino Hills HS.

2. Roy Dorsey, Ayala HS Volunteer Noon Ground Lead

President Shaw presented a certificate of recognition to Roy Dorsey, Ayala HS volunteer, who has contributed years of service to the students.

I.D. STAFF REPORT: PBIS

Dr. Park, Deputy Superintendent, and Dr. Katrina Gomez, Director of Health Service presented the Positive Behavior Intervention and Supports (PBIS) report, including: defining PBIS; the positive expectations; PBIS school team composition and roles; school site supports; positive impact of PBIS implementation on student outcomes; criteria for state recognition, platinum, gold, silver, and bronze; and recipient schools.

I.E. COMMENTS FROM STUDENT REPRESENTATIVE

Reported that Don Lugo HS took back the Milk Can from Chino HS at the annual football game; thanked all players, coaches, and spectators for supporting both schools and making it a great and safe outcome; said Chino Hills HS took home the *Bone* at the annual Battle of the Bone football game against Ayala HS and thanked everyone who contributed to the game and supported both schools; said Chino HS had their homecoming on Saturday, and celebrated Breast Cancer Awareness with their pink out football game

last Friday; said Ayala HS will be having their pink out game football game this Friday; said Don Lugo HS's homecoming week features Vegas Casino Royale as the theme and the football game will be on Friday versus Chaffey HS; said it is the first game in the Gano Football League named after a beloved Don Lugo HS football coach; and said many schools and Lyle S. Briggs Leadership Programs were able to attend the annual CADA conference at the Pasadena Convention Center and Chino Hills HS and Don Lugo HS hosted workshops to teach students about different information such as helping them to plan rallies.

I.F. COMMENTS FROM EMPLOYEE REPRESENTATIVES

Steven Frazer, A.C.T. President, expressed concerns regarding the new Board policy and noted the issues within this policy that need to be addressed; said the policy references several legal codes and administrative regulations such as Family Code 6924, Health and Safety Code 124260 and Education Code 496602 and that references are important, but the policy provides no guidance on how staff should navigate the legal requirements; recommended the Board include more detailed guidelines and training for staff; spoke about the policy's emphasis on no omission; and closed by saying that while the Association supports the District's commitment to transparency and trust, it believes the proposed policy requires refinement to address the Association's concerns; and urged the Board to consider the recommendations and work with the teachers union to develop a policy that is clear, fair, and practical for all stakeholders.

Yvette Bookout, Second Vice President CSEA, spoke about adults continuing to learn daily including unit members mentored by CSEA President Daniel Hernandez; said that CSEA is the union that represents classified staff, and that every decision is made by members through a voting process; reminded everyone that change doesn't happen without involvement; and in support of classified members and ongoing negotiations with the District, asked that everybody wear blue on Thursdays.

Annette Hatch, CHAMP, presented on District and school current activities including the Great American Shakeout, GATE Screening, and the upcoming Literature Day; and said the CHAMP board is working on its scholarship opportunities.

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

The following individuals addressed the Board: Nichole Vicario; Max Ibarra; Jeremiah; Akio; Kyungsu Park; Damon Trentus; Max Ibarra; Marisol DiPaolo; Gina Gleason; Karen England; Leila M; Valerie Vera-Mineer; Ren; Nick Wilson; Steven Paez; Oscar; Roni Minogue; Dania Nasreldeen; Madeline Khoo; Amanda Swager; Misty S; Greg Abdouch; Erika Hernandez; Lisa G;

Timothy Johnson; Shannon Ballou; Wayne M; Marie Dulay; Kate Lin; Darlene Berg; Scott Carter; Madison Kaylor; Virginia Renteria; Katherine Gardner; Jackie Cortes; Kristal; Arthur Garcia; Sal Hernandez; Jessica S; Maria Isabel Arias; Nicole; Debi Woolery; and Mark Torre.

I.H. CHANGES AND DELETIONS

The following change was read into the record: Item III.D.4, under CC2024-12, Cal Aero K-8, and Adult School Classroom HVAC Replacement, deleted \$19,500.00 and inserted \$19,900.00.

II. ACTION

II.A. ADMINISTRATION

II.A.1. New Board Policy Philosophy, Goals, Objectives & Comprehensive Plans 0100.1—No Deception

Savannah Finch; Edgar Alvarez; Madison Baca; Oscar; Sarah Palmer; Amanda Swager; Lisa Chang; Nichole Vicario; Madison Kaylor; Ashlee Peters; Katherine Gardner; Jackie Cortes; Frank Rodriguez; Kristal; Anthony Ayala; and Steven Paez addressed the Board on this item.

Moved (Na) seconded (Cruz) motion carried (4-1, Bridge voted no) to approve Board Policy Philosophy, Goals, Objectives & Comprehensive Plans 0100.1—No Deception. Student representative voted yes.

President Shaw called for a recess 8:40 p.m. to 8:50 p.m.

II.B. HUMAN RESOURCES

II.B.1. Public Notice and Hearing Regarding the District's Initial Bargaining Proposal to the California School Employees Association, and its Chino Chapter 102, for a Successor Collective Bargaining Agreement Effective July 1, 2024

Public notice was given, and President Shaw opened the public hearing at 8:51 p.m. there were no speakers, and the hearing was closed at 8:52 p.m.

III. CONSENT

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

III.A. ADMINISTRATION

III.A.1. Minutes of the September 19, 2024 Regular Meeting, and October 3, 2024 Special Meeting

Approved the minutes of the September 19, 2024 regular meeting, and October 3, 2024, special meeting.

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. Donations

Accepted the donations.

III.B.5. Legal Services

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

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

III.C.1. Student Expulsion Cases 24/25-04, 24/25-06, 24/25-07, and 24/25-08

Approved student expulsion cases 24/25-04, 24/25-06, 24/25-07, and 24/25-08.

III.C.2. School Sponsored Trips

Approved/ratified the school-sponsored trips for: Rhodes ES; Wickman ES; Briggs K-8; Ayala HS; Chino Hills HS; and Don Lugo HS.

III.C.3. Continued Funding Application for Child Development Services CSPP and Adoption of Resolution 2024/2025-26

Approved the Continued Funding Application for Child Development Services CSPP and Adoption of Resolution 2024/2025-26.

- III.C.4. Revision of Board Policy 6158 Instruction—Independent Study**
Approved the revision of Board Policy and 6158 Instruction—Independent Study.
- 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. Change Orders and Notices of Completion for CUPCCAA Projects**
Approved the Change Orders and Notices of Completion for CUPCCAA Projects, as amended.
- III.D.5. Resolution 2024/2025-23, 2024/2025-24, and 2024/2025-25, Authorization to Utilize a Piggyback Contract**
Adopted Resolution 2024/2025-23, 2024/2025-24, and 2024/2025-25, Authorization to Utilize a Piggyback Contract.
- III.D.6. Notice of Completion for Bid No. 23-24-25F, Liberty ES, Litel ES, Walnut ES, and Chino Hills HS Safety Hazard Asphalt Repairs—Rebid**
Approved the Notice of Completion for Bid No. 23-24-25F, Liberty ES, Litel ES, Walnut ES, and Chino Hills HS Safety Hazard Asphalt Repairs—Rebid.
- III.D.7. Change Order and Notice of Completion for Bid No. 23-24-21I, Chino Hills HS Pool Heater Installation**
Approved the Change Order and Notice of Completion for Bid No. 23-24-21I, Chino Hills HS Pool Heater Installation.
- III.D.8. Notice of Completion for Bid No. 23-24-24F, Don Lugo HS—MPR Sound and Lighting Replacement Rebid**
Approved the Notice of Completion for Bid No. 23-24-24F, Don Lugo HS—MPR Sound and Lighting Replacement Rebid.
- III.D.9. Change Order and Notice of Completion for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations—Group A, BP-00**
Approved the Change Order and Notice of Completion for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations—Group A, BP-00.

- III.D.10. Change Order for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations—Group A, BP-03**
Approved the Change Order for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations—Group A, BP-03.
- III.D.11. Change Order and Notice of Completion for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations—Group A, BP-06**
Approved the Change Order and Notice of Completion for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations—Group A, BP-06.
- III.D.12. Change Order and Notice of Completion for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations—Group A, BP-09**
Approved the Change Order and Notice of Completion for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations—Group A, BP-09.
- III.D.13. Change Order and Notice of Completion for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations—Group A, BP-11**
Approved the Change Order and Notice of Completion for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations—Group A, BP-11.
- III.D.14. Change Order and Notice of Completion for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations—Group A, BP-13**
Approved the Change Order and Notice of Completion for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations—Group A, BP-13.
- III.D.15. Change Order and Notice of Completion for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations—Group A, BP-14**
Approved the Change Order and Notice of Completion for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations—Group A, BP-14.
- III.D.16. Change Order and Notice of Completion for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations—Group A, BP-17**
Approved the Change Order and Notice of Completion for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations—Group A, BP-17.

III.D.17. Change Order and Notice of Completion for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations—Group A, BP-18

Approved the Change Order and Notice of Completion for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations—Group A, BP-18.

III.D.18. Change Order and Notice of Completion for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations—Group A, BP-19

Approved the Change Order and Notice of Completion for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations—Group A, BP-19.

III.D.19. Change Order and Notice of Completion for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations—Group A, BP-21

Approved the Change Order and Notice of Completion for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations—Group A, BP-21.

III.E. HUMAN RESOURCES

III.E.1. Certificated/Classified Personnel Items

Approved/ratified the certificated/classified personnel items.

IV. INFORMATION

IV.A. ADMINISTRATION

IV.A.1. Revision of Board Bylaw 9010—Public Statements

Received for information the revision of Board Bylaw 9010—Public Statements.

IV.A.2. Revision of Board Bylaw 9012—Board Member Electronic Communications

Received for information the revision of Board Bylaw 9012—Board Member Electronic Communications.

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

IV.B.1. New Course: CTE Introduction to Dance

Received for information the new course CTA Introduction to Dance.

IV.B.2. New Course: CTE Introduction to Dance 1

Received for information the new course CTA Introduction to Dance 1.

IV.B.3. Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for July through September 2024

Received for information the Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for July through September 2024.

V. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

Don Bridge thanked student Board member Gabrielle for mentioning the Milk Can and Battle of the Bone games; said he attended both games and congratulated respective winners; said he was impressed with the sellout crowds of both games; said he visited Ayala HS where AP teachers were recognized for Ayala HS being placed on the AP school honor roll; said there was a nice recognition ceremony in the morning and then had a chance to tour the campus and see a lot of classrooms.

James Na thanked parents who attended the meeting in support of their students; said he attended the Chino Hills HS versus Ayala HS game; spoke about students supporting their teachers; and said that government or any policy cannot separate children and parents; and said for him, his faith, family, and friends are not for sale; and thanked everyone who attended the meeting.

Jon Monroe made no comments.

Andrew Cruz thanked everyone who took part and supported the community; said he had a teacher who positively influenced him during his elementary school years; and he believes in fighting for kids no matter what.

Superintendent Enfield made no comments.

President Shaw said she grateful for staff, educators, parents, and community members who believe in honesty and trust are virtues; and said she will continue to link arms to do what we do best and make sure that we have the best district in California, and then the nation.

VI. ADJOURNMENT

President Shaw adjourned the regular meeting of the Board of Education at 9:03 p.m.

Sonja Shaw, President

Andrew Cruz, Clerk

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT
SPECIAL MEETING OF THE BOARD OF EDUCATION
November 7, 2024

MINUTES

I. OPENING BUSINESS

I.A. CALL TO ORDER – 4:30 P.M.

1. Roll Call

President Shaw called to order the special meeting of the Board of Education, Thursday, November 7, 2024, at 4:30 p.m. with Bridge, Cruz Monroe, Na, and Shaw present.

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

Amanda Swager addressed the Board.

3. Closed Session

President Shaw adjourned to closed session at 4:30 p.m. regarding conference with legal counsel anticipated litigation: one possible case, and conference with real property negotiators.

**I.B. RECONVENE TO OPEN SPECIAL MEETING IMMEDIATELY FOLLOWING
CLOSED SESSION**

1. Report Closed Session Action

President Shaw reconvened the special meeting of the Board of Education at 5:01 p.m. with Bridge, Cruz, Monroe, Na, and Shaw present. The Board met in closed session from 4:30 p.m. to 5:00 p.m. regarding conference with legal counsel anticipated litigation: one possible case, and conference with real property negotiators. By a unanimous vote of 5-0, the Board voted to deny initial request to direct counsel to engage in further communication with requesting party. No further action was taken that required public disclosure.

Proceedings of this meeting are recorded.

2. Pledge of Allegiance
Led by Board member Andrew Cruz.

I.C. COMMENTS FROM THE AUDIENCE ON ITEMS ON THE AGENDA

The following individual addressed the Board: Amanda Swager.

I.D. CHANGES AND DELETIONS

None.

II. CONSENT

Moved (Na) seconded (Cruz) carried unanimously (5-0) to approve the consent items.

II.A. ADMINISTRATION

- II.A.1. Revision of Board Bylaw 9323—Meeting Conduct**
Approved the revision of Board Bylaw 9323—Meeting Conduct.

II.B. FACILITIES, PLANNING, AND OPERATIONS

- II.B.1. Award of Bid No. 24-25-01F, Chino HS Small Gym Floor Removal and Replacement**

Awarded Bid No. 24-25-01F, Chino HS Small Gym Floor Removal and Replacement to McWill Sports Services, Inc.

- II.B.2. Award of Bid No. 24-25-02F, Ayala HS HVAC Replacement**

Awarded Bid No. 23-24-02F, Ayala HS HVAC Replacement to American Construction Co., Inc.

II.C. HUMAN RESOURCES

- II.C.1. Certificated/Classified Personnel Items**

Approved/ratified the certificated/classified personnel items.

- II.C.2. Rejection of Claims**

Rejected the claims and referred them to the District's insurance adjuster.

III. ADJOURNMENT

President Shaw adjourned the special meeting of the Board of Education at 5:13 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: November 21, 2024

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

SUBJECT: ESTABLISHMENT OF DATE AND TIME FOR ANNUAL ORGANIZATIONAL MEETING

=====

BACKGROUND

Education Codes 5017, 35143 and 72000(c)(2)(a) require that governing boards hold an annual organizational meeting and that each member of the board be notified in writing of the date and time selected. The 2024 organizational meeting must be held at the first meeting within fifteen days commencing with and including the second Friday in December (December 13 and December 27). The organizational meeting must be selected by the Board at its regular meeting held immediately prior to the first day of the 15-day period.

The annual organizational meeting will be held on December 19, 2024, at 6:00 p.m. At that time, a president, vice president, clerk, and representatives to various organizations will be selected.

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

RECOMMENDATION

It is recommended the Board of Education establish December 19, 2024, at 6:00 p.m. as the annual organizational meeting of the Chino Valley Unified School District Board of Education.

FISCAL IMPACT

None.

NE:pk

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: November 21, 2024
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
SUBJECT: REVISION OF BOARD BYLAW 9010—PUBLIC STATEMENTS

=====

BACKGROUND

Board policies, administrative regulations, and Bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current practice. Board Bylaw 9010—Public Statements is being updated to correspond with CSBA recommended language.

New language is provided in UPPER CASE while old language to be deleted is ~~lined through~~. This item was presented to the Board of Education as information on October 17, 2024.

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

RECOMMENDATION

It is recommended the Board of Education approve the revision of Board Bylaw 9010—Public Statements.

FISCAL IMPACT

None.

NE:pk

PUBLIC STATEMENTS

The Board of Education recognizes the responsibility of Board members in their role as community leaders to participate in public discourse on matters of civic or community interest, including those involving the District, and their right to freely express their personal views. However, to ensure communication of a consistent, unified message regarding District issues, Board members are expected to respect the authority of the Board to choose its representatives to communicate its positions and to abide by established protocols.

BOARD SPOKESPERSON

All public statements authorized to be made on behalf of the Board shall be made by the Board president or, if appropriate, by the Superintendent or, WITH RESPECT TO A SPECIFIC ISSUE OR TOPIC, other REPRESENTATIVE AS designated ~~representative AS DESIGNATED BY THE BOARD OR BOARD PRESIDENT.~~

(cf. 2110 - Superintendent of Schools: Responsibilities and Duties)
(cf. 9121 - President)
(cf. 9200 - Board Members)

When speaking for the BOARD District, ~~the Board encourages it's~~ A spokespersons SHALL ~~to~~ exercise restraint and tact and to communicate the message in a manner that promotes public confidence in the Board's leadership.

Board spokespersons shall not disclose confidential information or information received in closed session except when authorized by a majority of the Board. (Government Code 54963)

(cf. 9005 - Governance Standards)
(cf. 9011 - Disclosure of Confidential Information)

STATEMENTS BY INDIVIDUAL BOARD MEMBERS

When speaking to community groups, the media, or other members of the public, individual Board members should recognize that their statements may be perceived as reflecting the views and positions of the Board. Board members have a responsibility to identify WHEN A VIEWPOINT IS HELD BY AN INDIVIDUAL BOARD MEMBER RATHER THAN THE BOARD AS A WHOLE ~~personal viewpoints as such and not as the viewpoint of the Board.~~ FOR EXAMPLE, A BOARD MEMBER MAY INCLUDE A DISCLAIMER ON THE BOARD MEMBER'S PERSONAL SOCIAL MEDIA ACCOUNT THAT THE BOARD MEMBER IS EXPRESSING PERSONAL VIEWPOINTS AND NOT THOSE OF THE BOARD OR THE DISTRICT.

PUBLIC STATEMENTS (cont.)

(cf. 1100 - Communication with the Public)

(cf. 1112 - Media Relations)

~~In addition, the Board MEMBERS WHO OPT TO EXPRESS THEIR OPINIONS ON DISTRICT MATTERS, WHETHER IN-PERSON OR ONLINE, encourages members who participate on social networking sites, blogs, or other discussion or informational sites to ARE EXPECTED TO conduct themselves in a respectful, courteous, and professional manner and to model good behavior for District students and the community. Such electronic communications are subject to the same standards and protocols established for other forms of communication, and the disclosure requirements of the California Public Records Act may likewise apply to them.~~

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

(cf. 1340 - Access to District Records)

(cf. 9012 - Board Member Electronic Communications)

Legal Reference:

EDUCATION CODE

35010 Control of district; prescription and enforcement of rules

GOVERNMENT CODE

6250-6270 California Public Records Act

54960 Actions to stop or prevent violation of meeting provisions

54963 Confidential information in closed session

Management Resources:

WEBSITES

California School Boards Association: www.csba.org

Chino Valley Unified School District

Bylaw adopted: August 17, 1995

Reviewed: October 21, 2010

Revised: November 21, 2013

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: November 21, 2024

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

**SUBJECT: REVISION OF BOARD BYLAW 9012—BOARD MEMBER
ELECTRONIC COMMUNICATIONS**

=====

BACKGROUND

Board policies, administrative regulations, and Bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current practice. Board Bylaw 9012—Board Member Electronic Communications is being updated to correspond with CSBA recommended language.

New language is provided in UPPER CASE while old language to be deleted is ~~lined through~~. This item was presented to the Board of Education as information on October 17, 2024.

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

RECOMMENDATION

It is recommended the Board of Education approve the revision of Board Bylaw 9012—Board Member Electronic Communications.

FISCAL IMPACT

None.

NE:pk

BOARD MEMBER ELECTRONIC COMMUNICATIONS

The Board of Education recognizes that electronic communication is an efficient and convenient way for Board members to communicate and expedite the exchange of information WITH EACH OTHER, ~~within the District STAFF, and with members of the public.~~ Board members shall exercise caution to ensure COMPLIANCE WITH THE BROWN ACT, THE PUBLIC RECORDS ACT, AND OTHER APPLICABLE LAWS ~~that electronic communications are not used as a means for the Board to deliberate outside of an agendaized Board meeting nor to circumvent the public's right to access records regarding District business, or restrict access to a public forum.~~

(cf. 1100 - Communication with the Public)

(cf. 9000 - Role of the Board)

(cf. 9322 - Agenda/meeting Materials)

A majority of the Board shall not, outside of an authorized meeting, use a series of electronic communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

(cf. 9320 - Meetings and Notices)

Examples of permissible electronic communications concerning District business include, but are not limited to, dissemination of Board meeting agendas and agenda packets, reports of activities from the Superintendent, and reminders regarding meeting times, dates, and places.

Board members may engage in separate conversations or communications with members of the public on a social media platform to answer questions, provide information, or solicit information regarding a matter that is within the subject matter jurisdiction of the Board, as long as a majority of the Board does not use the platform to discuss among themselves any business of a specific nature that is within the subject matter jurisdiction of the Board. ADDITIONALLY, A Board memberS is ARE prohibited from ~~USING DIGITAL ICONS, SUCH AS responding directly to any communication from other Board members regarding matters that are within the subject matter jurisdiction of the Board or~~ using digital icons SUCH AS (e.g., "likes" or "emojis") THAT ~~to~~ express reactions to communications made by other Board members REGARDING MATTERS WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD. (Government Code 54952.2)

BOARD MEMBERS SHALL MAKE EVERY EFFORT TO ENSURE THAT THEIR ELECTRONIC COMMUNICATIONS CONFORM TO BOARD BYLAW 9010 - PUBLIC STATEMENTS AND SHALL FORWARD ANY COMPLAINTS OR REQUESTS FOR INFORMATION TO THE SUPERINTENDENT IN ACCORDANCE WITH APPLICABLE BOARD BYLAWS.

BOARD MEMBER ELECTRONIC COMMUNICATIONS (cont.)

~~Whenever a Board member uses a social media platform to communicate with the public about District business or Board activities, the Board member shall not block access to a member of the public based on the viewpoint expressed by that individual.~~

~~Board members may use electronic communications to discuss matters that do not pertain to District business, regardless of the number of Board members participating in the discussion.~~

~~Board members shall make every effort to ensure that their electronic communications conform to the same standards and protocols established for other forms of communication. A Board member may respond, as appropriate, to an electronic communication received from a member of the community and should make clear that his/her response does not necessarily reflect the views of the Board as a whole. Any complaint or request for information should be forwarded to the Superintendent in accordance with Board bylaws and protocols so that the issue may receive proper consideration and be handled through the appropriate District process. As appropriate, communication received from the media shall be forwarded to the designated District spokesperson.~~

~~(cf. 1112 – Media Relations)
(cf. 1312.1 – Complaints Concerning District Employees)
(cf. 1312.2 – Complaints Concerning Instructional Materials)
(cf. 1312.3 – Uniform Complaint Procedures)
(cf. 1312.4 – Williams Uniform Complaint Procedures)
(cf. 3320 – Claims and Actions against the District)
(cf. 9005 – Governance Standards)
(cf. 9121 – Board President
(cf. 9200 – Limits of Board Member Authority))~~

To the extent possible, electronic communications regarding any District-related business shall be transmitted through a District-provided device or account. When any such communication is transmitted through a Board member's personal device or account, THE BOARD MEMBER he/she shall copy the communication to a district electronic storage device for easy retrieval.

THIS BYLAW DOES NOT APPLY TO BOARD MEMBER ELECTRONIC COMMUNICATIONS NOT RELATED TO DISTRICT BUSINESS OR NOT CONDUCTED BY A BOARD MEMBER IN THE BOARD MEMBER'S OFFICIAL CAPACITY.

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)

BOARD MEMBER ELECTRONIC COMMUNICATIONS (cont.)

Legal Reference:

EDUCATION CODE

35140 Time and place of meetings

35145 Public meetings

35145.5 Agenda; public participation; regulations

35147 Open meeting law exceptions and applications

GOVERNMENT CODE

6250-6270 California Public Records Act

11135 State programs and activities, discrimination

54950-54963 The Ralph M. Brown Act, especially:

54952.2 Meeting, defined

54953 Meetings to be open and public; attendance

54954.2 Agenda posting requirements, board actions

COURT DECISIONS

Garnier v. Poway Unified School District, No. 17-cv-2215-W (JLB), 2019 WL 4736208 (S.D. Cal. September 26, 2019)

Knight First Amendment Institute at Columbia University v. Trump, 928 F.3d 226 (2019)

City of San Jose v. Superior Court (2017) 2 Cal.5th 608

Management Resources:

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, rev. 2019

Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications, March 2017

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies, 2003

WEBSITES

California School Boards Association: www.csba.org

California School Boards Association, GAMUT Meetings:

www.csba.org/ProductsAndServices/AllServices/GamutMeetingsPolicy

California Attorney General's Office: oag.ca.gov

Chino Valley Unified School District

Bylaw adopted: May 7, 2009

Revised: August 17, 2017

Revised: February 4, 2021

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: November 21, 2024
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

\$11,370,965.59 to all District funding sources.

NE:SHC:LP:lmf

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: November 21, 2024

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: 2024/2025 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 2024/2025 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
November 21, 2024

**2024/2025 AUTHORIZATION TO OPERATE FUNDRAISING ACTIVITIES
AND OTHER ACTIVITIES FOR THE BENEFIT OF STUDENTS**

School

Ayala HS

Organization

Theater Boosters

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: November 21, 2024

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
November 21, 2024

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Cattle ES</u>		
ASB - Leadership	Holiday Hot Cocoa Grams	12/9/24 - 12/13/24
<u>Hidden Trails ES</u>		
ASB - General	Candy Cane Grams	12/9/24 - 12/18/24
ASB - General	Groundhog Grams	1/27/25 - 1/31/25
PTA	Panda Express Dine Out	1/22/25
PTA	Step It Up!	2/8/25 - 4/2/25
ASB - General	Roses for a Loved One	2/10/25 - 2/14/25
PTA	See's Candies	3/15/25 - 4/20/25
PTA	Thinknlocal	4/1/25 - 5/31/25
<u>Newman ES</u>		
ASB - General	Trunk or Treat Candy Donations (RATIFY)	10/18/24 - 10/30/24
ASB - General	Holiday Boutique	12/9/24 - 12/18/24
<u>Rolling Ridge ES</u>		
PTA	Mrs. Fields Cookies	12/2/24 - 12/13/24
ASB - 6th Grade	Tastee Flavors	12/4/24
<u>Briggs K-8</u>		
PFA	Holiday Boutique	12/2/24 - 12/6/24
PFA	Entrepreneur Night	12/4/24
<u>Canyon Hills JHS</u>		
ASB - AVID	Snap! Raise	11/22/24 - 12/6/24
PTSA	Choir Dinner Concert	11/23/24
<u>Magnolia JHS</u>		
PFA	Monthly Dine Outs	11/22/24 - 5/22/25
ASB - General	Food Truck Dine Out	1/23/25

CHINO VALLEY UNIFIED SCHOOL DISTRICT
November 21, 2024

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Townsend JHS</u>		
ASB - Art Club	Raising Cane's	12/11/24
<u>Woodcrest JHS</u>		
ASB - General	Penny Wars	12/1/24 - 12/20/24
<u>Ayala HS</u>		
ASB - GSA Club	Donation Drive (RATIFY)	10/18/24 - 5/15/25
ASB - Asian Cultural Recognition	Asian Cravings	11/22/24 - 3/7/25
Band & Color Guard Boosters	Candy Grams	11/22/24 - 5/1/25
Band & Color Guard Boosters	Sinfully Sweet Apple Co.	11/22/24 - 5/1/25
Band & Color Guard Boosters	Raise Right	11/22/24 - 6/1/25
Band & Color Guard Boosters	World's Finest Chocolate	11/22/24 - 6/1/25
ASB - Amnesty Club	7 Leaves Café	11/22/24
ASB - Asian Cultural Recognition	Boba Time!	11/22/24
Theater Boosters	Cash for Clothes	11/22/24 - 2/7/25
Theater Boosters	Thinknlocal	11/22/24 - 2/7/25
ASB - Dance Production	Donation Drive	11/22/24 - 6/30/25
ASB - Athletics	Donation Drive	11/22/24 - 6/30/25
ASB - APC Club	Recycling Drive	12/2/24 - 12/13/24
ASB - Class of '25	Senior Movie Night	12/6/24 - 12/13/24
Band & Color Guard Boosters	Winter Music Concerts	12/11/24 - 12/12/24
ASB - Wrestling	Boys' Varsity Tournament	1/4/25
ASB - Wrestling	Girls' Varsity Tournament	1/17/25 - 1/18/25
Track & Field Boosters	Track & Field Invitational	2/22/25
Band & Color Guard Boosters	WGASC Tickets Merchandise Concessions	3/15/25
<u>Chino HS</u>		
ASB - NHS	Spirit Wear	11/22/24 - 12/31/24
CHAPSS	Marque Messages	11/22/24 - 5/22/25
Cowboy Huddle Boosters	Boston's Dine Out	12/11/24
ASB - Journalism	FEVO Tickets & Chuck a Puck	1/21/25

CHINO VALLEY UNIFIED SCHOOL DISTRICT
November 21, 2024

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Chino Hills HS</u>		
ASB - Choir	Snap! Raise	11/22/24 - 12/4/24
ASB - Health Science Academy	Thinknlocal	12/2/24 - 1/2/25
ASB - STEM Research	7 Leaves Café	12/6/24
<u>Don Lugo HS</u>		
ASB - Girls' Basketball	Krispy Kreme	11/22/24 - 12/1/24
ASB - Baseball	MVP Discount Cards	11/22/24 - 12/2/24
Sports Boosters - Girls' Soccer	Picka Date Donate	11/22/24 - 12/22/24
Spirit Boosters	Raise Right	11/22/24 - 1/31/25
ASB - AVID	Spirit Wear	11/23/24 - 12/20/24
ASB - Girls' Basketball	Candy Sales	12/1/24 - 12/30/24
Sports Boosters - Girls' Soccer	Applebee's	12/14/24
ASB - Class of '27	Monthly Dine Outs	12/23/24 - 5/30/25
Spirit Boosters	Mrs. Fields Cookies	1/1/25 - 2/28/25
Sports Boosters - Girls' Soccer	Home Game Concessions	1/15/25 - 2/3/25
Spirit Boosters	Flock a Friend	2/25/24 - 3/31/25

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: November 21, 2024
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
Liz Pensick, Director, Fiscal Services
SUBJECT: DONATIONS

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BACKGROUND

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

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

RECOMMENDATION

It is recommended the Board of Education accept the donations.

FISCAL IMPACT

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

NE:SHC:LP:lmf

CHINO VALLEY UNIFIED SCHOOL DISTRICT
November 21, 2024

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<u>HOPE Program/Care Closet</u>		
Veterans of Foreign War, Post #11546	Dollar Tree Gift Cards (16)	\$400.00
<u>Office of Assessment & Instructional Technology</u>		
Blue Sky Lumber, Inc.	Cash	\$50.00
Chino Hills Pizza Co.	Cash	\$50.00
Discovery	(2) Lunch Totes with Coffee and Starbucks Gift Card	\$50.00
Owens Bistro	Gift Card	\$50.00
Raising Cane's	Insulated Bag with Swag	\$50.00
California Parks	Gift Bag with Swag	\$60.00
DaisyEco	Home Depot Gift Cards (2) and Chilis Gift Cards (2)	\$100.00
TIAA	Amazon Gift Card	\$100.00
Trader Joe's	Gift Bags (2)	\$120.00
Gesky Photography	Professional Mini Shoot	\$175.00
AVer	Doc Cam with Training Sessions and Swag	\$240.00
Imagine Learning	(7) T-shirts and Starbucks Gift Cards (7)	\$245.00
Starbucks (Schaefer)	Coffee	\$250.00
ForwardEDU	Smart Farming STEM Kit and Climate Action STEM Kit	\$270.00
Savvas	Gift Bags with Mugs/Tumblers and Starbucks Gift Cards (10)	\$300.00
Chino Valley Chamber of Commerce	(2) Golf Passes and (2) Angel Hats with City Logos	\$400.00
Bespoke Santa	Professional Santa Visit	\$400.00
Starbucks (Grand)	Coffee Mugs, Cups, Tumblers, and Amazon Gift Cards (5)	\$400.00
Bearcom Wireless	Cash	\$500.00
ClassLink	Digital Courses	\$500.00
Ditch That Textbook		\$522.00
McGraw Hill	Baskets and Bags with Gift Cards; and Swag	\$600.00
Office Depot	(2) Thermal Laminators, (1) Label Maker and Swag	\$620.00

CHINO VALLEY UNIFIED SCHOOL DISTRICT
November 21, 2024

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<u>Office of Assessment & Instructional Technology (cont.)</u>		
School First Federal Credit Union	Cash	\$700.00
ViewSonic	Cube, Tote, Mug, Interactive Pen Display and Mini Projector	\$875.00
Data Impressions	Gaming Monitor and Pez Dispensers	\$994.00
Quizizz	(2) Wireless Speakers and (1) 3 month license	\$1,500.00
<u>Newman ES</u>		
Kiwanis Club of Chino	STEAM Lab/Science Exploration	\$5,000.00
<u>Rolling Ridge ES</u>		
Chatfield Management	Starbucks Gift Cards (7)	\$200.00
<u>Ayala HS</u>		
Eric Long	Cash	\$1,000.00
<u>Buena Vista HS</u>		
Tulare County of Education	School Supplies	\$3,000.00
<u>Chino HS</u>		
Billy S. Liang, DDS	Cash	\$600.00
Oak League Education Institute, LLC	Cash	\$1,300.00
<u>Don Lugo HS</u>		
Linda Zeigler	Cash	\$200.00
Maxine Franks	Cash	\$200.00
Regina Santamaria	Cash	\$200.00
Sheila Rodriguez	Cash	\$200.00

CHINO VALLEY UNIFIED SCHOOL DISTRICT
November 21, 2024

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
Karen Tatum	Cash	\$400.00
Lally Medical, Group A	Cash	\$8,400.00

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: November 21, 2024

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	September	\$41,970.69	\$149,635.95
Margaret A. Chidester & Associates	September	\$32,440.65	\$ 53,809.65
Tao Rossini, APC	September	\$ 8,590.00	\$ 34,739.45
	Total	\$83,001.34	\$238,185.05

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

RECOMMENDATION

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

FISCAL IMPACT

\$83,001.34 to the General Fund.

NE:SHC:LP:lmf

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: November 21, 2024

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 24/25-11, 24/25-12, 24/25-14, AND 24/25-16

=====

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 24/25-11, 24/25-12, 24/25-14, and 24/25-16.

FISCAL IMPACT

None.

NE:LH:SJ:mj

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: November 21, 2024

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: Rolling Ridge ES Event: 6 th Grade Camp Place: Crestline, CA Chaperone: 74 students/8 chaperones	November 18-22, 2024	Cost: \$490.00 per student Funding Source: Parents
Site: Briggs K-8 Event: Pali Institute Science Camp Place: Running Springs, CA Chaperone: 81 students/8 chaperones	March 17-19, 2025	Cost: \$435.00 per student Funding Source: Parents and fundraising
Site: Ayala HS Event: Girls Water Polo Tournament Place: Chula Vista, CA Chaperone: 35 students/5 chaperones	January 2-4, 2025	Cost: \$300.00 per student Funding Source: USB
Site: Chino HS Event: Tarkanian Classic Place: Las Vegas, NV Chaperone: 15 students/2 chaperones	December 18-22, 2024	Cost: \$600.00 per student Funding Source: Parents and boosters

Site: Don Lugo HS Event: Orange Section Future Farmers of America Leadership Conference Place: Orange, CA Chaperone: 12 students/3 chaperones	December 13-14, 2024	Cost: \$50.00 per student Funding Source: Parents
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FISCAL IMPACT

None.

NE:LH:gks

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Our Motto:
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DATE: November 21, 2024

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Luke Hackney, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
Katrina Gomez, DSW, Director, Health Services/Child Development

SUBJECT: CONTINUED FUNDING APPLICATION FOR CHILD DEVELOPMENT SERVICES CCTR AND THE ADOPTION OF RESOLUTION 2024/2025-33

=====

BACKGROUND

The Local Agreement for Child Development Services represents the annual contract with the California Department of Social Services to provide state-subsidized general child care to low income families in the Chino Valley Unified School District. These services have been provided in the Chino Valley Unified School District since 1969.

California Department of Social Services is requiring for the Continued Funding Application General Child Care and Development (CCTR) to receive Board approval for the 2025/2026 school year.

The program award CCTR will provide general child care and development services. These programs are located at the Buena Vista Infant/Toddler Center, Liberty Fun Club, and Newman Fun Club.

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

RECOMMENDATION

It is recommended the Board of Education approve the Continued Funding Application for Child Development Services CCTR and the adoption of Resolution 2024/2025-33.

FISCAL IMPACT

The fiscal impact is unknown at present.

NE:LH:KG:gks

Chino Valley Unified School District
RESOLUTION 2024/2025-33

This resolution must be adopted in order to certify the approval of the Board of Education of the Chino Valley Unified School District to enter into this transaction with the California Department of Social Services for the purpose of providing child care and development services and to authorize the personnel designated herein to sign contract documents for fiscal year 2025/2026.

RESOLUTION

BE IT RESOLVED that the Board of Education of Chino Valley Unified School District authorizes entering into the local agreement with the State of California for fiscal year 2025/2026 and that the person(s) who are listed below are authorized to sign the transaction for the Board of Education.

NAME	TITLE	SIGNATURE
<u>Norm Enfield, Ed.D.</u>	<u>Superintendent</u>	<u></u>
<u>Luke Hackney</u>	<u>Assistant Superintendent</u>	<u></u>

PASSED AND ADOPTED this 21st day of November 2024 by the Board of Education of Chino Valley Unified School District of San Bernardino County, California.

I, Andrew Cruz, Clerk of the Board of Education of Chino Valley Unified School District, of San Bernardino County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

Andrew Cruz, Clerk

Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: November 21, 2024

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: NEW COURSE: CTE INTRODUCTION TO DANCE

=====

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 needs. Accordingly, the revision and development of curriculum guides are the results of a collaborative effort of teachers in the related academic areas.

CTE Introduction to Dance is the first course in the CTE (Career Technical Education) Dance pathway. Students begin learning the skills of dance, while improving their techniques, poise, self-confidence and creative ability. This course was developed to expose students to performing arts careers in the Arts, Media, and Entertainment sector.

This course is a semester course and meets UC/CSU “F” Visual and Performing Arts requirements. This item was presented to the Board on October 17, 2024, as information.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the new course CTE Introduction to Dance.

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 Drive Phone: (909) 628-1201 Website: chino.k12.ca.us
2. Course Contact:	Teacher Contact: Office of Secondary Curriculum Position/Title: Director of Secondary Curriculum Site: District Office Phone: (909) 628-1201 X1630
B. COVER PAGE - COURSE ID	
1. Course Title:	CTE Introduction to Dance
2. Transcript Title/Abbreviation:	CTE Intro to Dance
3. Transcript Course Code/Number:	
4. Seeking Honors Distinction:	No
5. Subject Area/Category:	Meets UC/CSU "F" Visual and Performing Arts Credit
6. Grade Level(s):	9th -12th
7. Unit Value:	5 credits per semester / 5 total credits
8. Course Previously Approved by UC:	Yes
9. Classified as a Career Technical Education Course:	Yes
10. Modeled after an UC-approved course:	Yes
11. Repeatable for Credit:	No
12. Date of Board Approval:	
13. Brief Course Description: Introduction to Dance is a one semester course for students who have had little or no background or training in dance. Students learn beginning skills of dance while improving their techniques, poise, self confidence, and creative ability. This course provides an opportunity for students to experience lifetime activities through exposure to different dance styles that promote the concept of fitness for life. The instructional units focus on basic strength conditioning, basic dance styles and technique, as well as group and individual dance activities.	
14. Prerequisites:	None
15. Context for Course: CTE Introduction to Dance is the first course in the CTE Dance pathway. Students can continue their study of dance in this pathway by enrolling in CTE Dance 1 (concentrator) and CTE Dance 2 (capstone) courses.	
16. History of Course Development: CTE Introduction to Dance was developed to expose students to performing arts careers in the Arts, Media, and Entertainment sector. This course is an introductory level CTE course preparing students for both the concentrator and capstone dance courses.	
17. Textbooks:	N/A
18. Supplemental Instructional Materials:	Teacher created materials as needed.
C. COURSE CONTENT	
1. Course Purpose: CTE Introduction to Dance was created to provide students the opportunity to learn the history of dance, be introduced to basic dance elements in a variety of dance styles and learn about career opportunities in the field of dance.	
2. Course Outline:	

Chino Valley Unified School District

High School Course Description

CTE Introduction to Dance covers the history and basic dance elements of styles such as ballet, modern and contemporary dance, jazz, tap, lyrical, hip-hop, street-funk, and cultural dances. Students will learn basic vocabulary and terminology associated with each style in addition to practicing and performing basic movements and elements of each style. Students will learn about dance related careers and the training, study, and skills required to work in these fields.

3. Key Assignments:

Unit 1: Ballet

Students will study ballet through regular participation in dance classes in classical ballet technique. They will be introduced to the formalized ballet-class structure including barre and center elements. Students will work on increasingly challenging technical combinations, increasing their awareness and application of the elements of dance: body, action, time, space and energy.

Students will study ballet including ballet technique basics, ballet vocabulary terminology and its roots in the French language, the history of ballet and ballet appreciation.

Sample Assignment:

Students will read selections from *The Classical Ballet* or a similar text, learning about the history of ballet and ballet fundamentals including basic movement in ballet. They will write a paper on a famous ballet dancer or will complete a teacher approved project on ballet history.

Unit 2: Modern and Contemporary Dance

Students will learn about the basic movements in modern and contemporary dance including axial and locomotor movements, increased flexibility, and improved balance. Students will be exposed to modern and contemporary dance experimentation, exploration, and application of dance principles. Students may learn plie, brushes, leg swings, relevé, walks, runs, leaps, jumps, triplets, contraction and release movements.

Students will learn about the history of modern dance and contemporary dance today, including studying important modern dancers, choreographers, and famous modern dance works and researching contemporary dance-makers.

Sample Assignments:

- Students will create a video or perform their best dance work for the semester and will reflect on their own performance through discussion, and written reflection.
- Students will write about, discuss, create a video, or give an oral response to another student's modern dance performance/s and/or professional performance, using dance terminology.

Unit 3: Jazz, Tap, Lyrical, Hip Hop/Street, Funk/ Fusion and Cultural Dances

Students will learn the basics of jazz, tap, lyrical, hip-hop/street, funk/fusion, and cultural dances. They will be exposed to movement patterns designed to increase coordination, directional awareness and music/rhythm appreciation. They will watch live performances and/or video recordings of significant dance performances, designed to improve their understanding of technique, the history of dance, and dance in a cultural context. They will critique their own performances and those of others using correct dance terminology.

Chino Valley Unified School District

High School Course Description

Sample Assignment:

Students will read an excerpt from *A Sense of Dance* or a similar text, learning about movement, body intelligence, and modes of perception. They will also read *Dance Anatomy and Kinesiology* or a similar text, learning about specific body parts and how they move with regards to dance, and the importance of injury prevention. Students will be assessed through quizzes, oral discussions, completing textbook assignments, or writing papers on concepts learned.

Unit 4: Dance Performance and Refining Movement

Students will continue to learn and refine movement in a variety of dance genres. They will work on unifying steps into flowing movement. They will learn the basics of dance composition. They will watch dance as an audience member and will learn to critique performances. As a final project, they will memorize choreographic material, experience the rehearsal process, and learn about professional expectations as they participate in a dance performance.

Sample Assignments:

- An Artist's Review: In a researched multimedia presentation, students will explore the development of a renowned choreographer/dance-maker, noting especially the historical, social, and/or personal influences which shaped the artist's vision and creative expression. The presentation must focus on the cultural milieu in which the dance-maker composed signature dances and compare/contrast the resultant works to the more personal world of the modern teenager.
- Students may also submit alternate proposals for the presentation, such as a research project primarily focused on the psychological and physiological demands on a performing dance artist.

Unit 5: Dance Related Careers

Students will learn about an array of career opportunities related to and stemming from dance. Students will identify employability skills required for the participation in the work-field, as well as further education and/or training needed for career choices.

Sample Assignments:

- Students will review a suggested list of dance-related careers, from which they will choose a job-description that sparks their interest. They will conduct research on the particular job, including the educational paths and field-experience required to enter the job-market. The students will then conduct interviews with professionals in the field. The project culminates with students sharing their research outcomes in multimedia presentations.
- Students will conduct Q & A sessions with their peers based on the presentations.

4. Instructional Methods and/or Strategies:

Methods of Evaluation:

- Student performance (use of proper techniques)
- Use of safety rules; appropriate dance attire; effort in class
- Student self-evaluation and demonstration
- Video tape portfolio
- Written quizzes and tests
- Student choreography

5. Assessment Including Methods and/or Tools:

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

Chino Valley Unified School District

High School Course Description

- 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: November 21, 2024

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: NEW COURSE: CTE DANCE 1

=====

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 needs. Accordingly, the revision and development of curriculum guides are the results of a collaborative effort of teachers in the related academic areas.

CTE Dance 1 is the concentrator course in the CTE (Career Technical Education) Dance Pathway. Students will continue their study of dance in this pathway by exploring connections, relationships and applications of dance in the current professional work field. This is a concentrator level Career Technical Education course that prepares students for the capstone dance course.

This course is a yearlong course and meets the UC/CSU “F” Visual and Performing Arts requirements. This item was presented to the Board on October 17, 2024, as information.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the new course CTE Dance 1.

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 Drive Phone: (909) 628-1201 Website: chino.k12.ca.us
2. Course Contact:	Teacher Contact: Office of Secondary Curriculum Position/Title: Director of Secondary Curriculum Site: District Office Phone: (909) 628-1201 X1630
B. COVER PAGE - COURSE ID	
1. Course Title:	CTE Dance 1
2. Transcript Title/Abbreviation:	CTE Dance 1
3. Transcript Course Code/Number:	
4. Seeking Honors Distinction:	No
5. Subject Area/Category:	Meets UC/CSU "F" Visual and Performing Arts Credit
6. Grade Level(s):	10th-12th
7. Unit Value:	5 credits per semester / 10 total credits
8. Course Previously Approved by UC:	Yes
9. Classified as a Career Technical Education Course:	Yes
10. Modeled after an UC-approved course:	Yes
11. Repeatable for Credit:	No
12. Date of Board Approval:	
13. Brief Course Description: CTE Dance 1 is a concentrator course in the CTE Dance pathway. In this course students will learn about dance techniques and terminology, dance improvisation and choreography, perform, analyze and critique dance performances, and learn about careers in the field of dance.	
14. Prerequisites:	None
15. Context for Course: CTE Dance 1 is the concentrator course in the CTE Dance pathway. Students can continue their study of dance in this pathway and become a pathway completer by enrolling in the CTE Dance 2 (capstone) course.	
16. History of Course Development: CTE Dance 1 was developed to expose students to performing arts careers in the Arts, Media, and Entertainment sector. This course is a concentrator level CTE course preparing students for the capstone dance course.	
17. Textbooks:	N/A
18. Supplemental Instructional Materials:	Teacher created materials as needed.
C. COURSE CONTENT	
1. Course Purpose: CTE Dance 1 was created to provide students the opportunity to learn dance skills such as body-awareness, techniques, choreography, and improvisational skills. Students will also explore connections, relationships and applications of dance in the current professional work field and will have the opportunity to investigate Career Ready Practices relevant to their career planning in alignment with the Performing Arts Pathway in the Arts, Media and Entertainment Industry sector.	
2. Course Outline:	

Chino Valley Unified School District

High School Course Description

CTE Dance 1 is a concentration course in the CTE Performing Arts pathway. Students learn intermediate skills of dance while improving their body-awareness, strength and techniques, poise, self confidence, and creative ability. Through daily participation in dance instruction students will develop personal technical goals for improving dance skills, demonstrate a high level of consistency and reliability in performing technical skills, and develop and refine proficient skills to create a variety of dance with unity. Through the exploration of a variety of dance genres students will advance their dance vocabulary and deepen their connection between the physical and emotional components of dance.

3. Key Assignments:

Unit 1: Dance Techniques and Terminology

Students will study dance on an intermediate technical level through regular participation in dance classes offered simultaneously in formalized and vernacular dance genres. Course offerings consist of ballet, modern/contemporary, jazz, lyrical, tap, hip-hop/street, funk/fusion, and cultural dances, continuously supported by techniques focused on body-alignment, strength/conditioning, mobility and injury prevention. Each of the genres will be given equal weight and taught in a manner that will address how each dance form is unique yet connected to each other.

Students will review, refine and improve their dance techniques, working on increasingly complex movement sequences, learning genre-specific dances and repertory and developing artistic expression. They will further their grasp and understanding of dance history and cultural contexts.

Simultaneously, dance vocabulary and genre-specific and/or universal dance terminology will be integrated in daily lessons. The terminology will be introduced through verbal instruction and practical application. To ensure retention, students will receive compiled lists of dance vocabulary and instructors will regularly check for understanding.

Sample Assignments:

- Students will view recordings of three renowned dance pieces/repertory distinctly different in genre.
- Students will collaborate with a partner to identify movements and designate applicable dance vocabulary. They will notate the dance works in writing utilizing proper dance terminology (with correct spelling of French ballet terms).
- Students will then create posters for display in the classroom.
- Students will participate in a gallery-walk, where they notice and record commonalities, differences, additions and omissions in their peers' observations.
- After a group discussion and clarifying dialogue students will collectively create one all-encompassing culminating document.

Unit 2: Improvisation and Choreography

Students will demonstrate initiative in improvisations, vary movement phrases through reordering, by changing rhythm, tempo, dynamics and use of space, transfer spatial patterns from visual to kinesthetic, improvise non-literal movement on a dramatic theme. Students make spontaneous choices working alone, partnering with sensitivity to the partner or collaborating within mid-size groups.

Chino Valley Unified School District

High School Course Description

Students will continue to learn about anatomy and physiology of the human body and how the understanding of alignment and physics informs precise dance movements and safe movement choices.

Utilizing skills learned through improvisation and previous years of dance study, students will begin to create their own choreography. They will learn about the origins of movement both on the ground and in the air, working solo, in duets, and in trios. They will learn about positive and negative space, balance, symmetry, pacing, slow and fast movement. They will clearly express the intent or theme of the dance, incorporate several sections with a beginning, development, resolution, and ending, and use original movement motifs informed by the genres and styles studied. As part of the study, students will research influential choreographers and discuss the impact those dance-makers have/had on dance as an artform, societal and cultural means of expression.

Students will be given the opportunity to showcase their choreographic work in informal classroom settings and following a selection process their piece(s) might be performed in public performances, such as the school dance concert or other public venues.

Sample Assignments:

- Students will read the book *Dance Composition Basics: Capturing the Choreographer's Craft* or a similar book and scholarly articles.
- Students will keep a journal of information and as a record for reflection how they have experienced it in others' creative processes and utilized it in creating their own dances.

Unit 3: Performance

Students will recall and reproduce complex movement phrases and spatial formations, execute internal entrances and exits on musical cues with dependable accuracy, change focus, mood, and intent for different dances, dance in various styles and genres with clear differences in body posture and attitude, collaborate with an ensemble in rehearsal and performance decisions, improve performance independently in response to feedback, understand stage procedures, professional expectations and conventions. Students will learn new techniques, styles and approaches through weekly instruction by diverse dance professionals. They will learn to participate in the production of a dance-piece, integrating music, costuming, makeup, sets, blocking, lighting, props and at times current multi-media technologies.

Sample Assignments:

- Students will publicly perform a choreographed dance/piece, which will be recorded.
- Students will then be given time and space to review the performance with a focus on evaluating one's own technical and artistic delivery from a perspective of positive criticism, answering several prompt-inquiries.
- Students will repeat reviewing the recording with focus on the production-elements present in the particular performance: costumes, lights, music/sound, etc. They will reflect on the experience during the creative decision process, as well as their performance experience regarding those elements (performance enhancement, challenges, surprises).
- Student watches the recording a third time reflecting on the emotional journey: pre-performance, during performance, after performance.
- Students will compose a well-organized essay incorporating the observations, reflections and goals for improvement derived from viewing the recordings.

Chino Valley Unified School District

High School Course Description

- Students are encouraged to utilize multi-media and research tools to enhance visual representation and content (images, video-links, famous quotes, etc.).
- Based on students' maturity and readiness, students might repeat the process of viewing peers' performances and engage in collegial dialogue.

Unit 4: Analyze, Critique and Communicate about Dance

Students will learn about, identify, describe, compare and contrast at least four different dance styles and genres. They will use dance language and terminology to describe specific aesthetic differences and similarities between styles and artists in cultural and historical contexts. They will develop an appreciation of dance as an art form through a Language Arts' perspective, employing critical thinking and communication skills.

In their written compositions students will clearly illustrate their ability to identify the elements of dance, choreographic principles, and aesthetic qualities as they relate to what they see, hear and feel. They will study different renowned published dance critics' works and continuously collect current dance reviews from diverse sources.

Sample Assignments:

- Students will watch a famous performance of a piece representative of a particular dance genre.
- Students will read several published reviews about the particular performance and in small group-work they will highlight the authors' vocabulary, analyze writing structure and style and discuss how the critics interpretation impacts them.
- Students will compose a well-researched review of a professional company's live-performance (in-person or live-streaming).
- Students will share their paper with peers and discuss commonalities, differences in the writings and their experience as a critique.
- If accessible, at the instructor's discretion the completed student reviews will be shared with the company's leadership for feedback and further exchanges (interviews with choreographer, performers, etc.).
- English Learners are encouraged to engage with texts by authors in their native language and create an original draft of their review-paper in their native language.

Unit 5: Dance Related Careers

Students will learn about an array of career opportunities related to and stemming from dance. Students will identify employability skills required for the participation in the work-field, as well as further education and/or training needed for career choices.

Sample Assignments:

- Students will review a suggested list of dance-related careers, from which they will choose a job-description that sparks their interest. They will conduct research on the particular job, including the educational paths and field-experience required to enter the job-market. The students will then conduct interviews with professionals in the field. The project culminates with students sharing their research outcomes in multimedia presentations.
- Students will conduct Q & A sessions with their peers based on the presentations.

Chino Valley Unified School District

High School Course Description

4. Instructional Methods and/or Strategies:

Methods of Evaluation:

- Student performance and rehearsal (use of proper techniques)
- Use of safety rules; appropriate dance attire; effort in class
- Student self-evaluation and demonstration
- Video tape portfolio
- Written responses (short answer, paragraphs, and essays)
- Written quizzes and tests
- Student choreography

5. Assessment Including Methods and/or Tools:

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

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: November 21, 2024

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

\$4,699,755.26 to all District funding sources.

NE:GJS:KC:cb

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: November 21, 2024

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

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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-2425-007 Robert Wiltsey Creative Partners LLC dba School Shine. To provide production of Measure G update video and high school graduations for the class of 2025. Submitted by: Communications Duration of Agreement: July 1, 2024 - June 30, 2025	Contract amount: \$7,972.56 Funding source: General Fund

BUSINESS SERVICES	FISCAL IMPACT
B-2425-012 Western Indoor Environmental Services. To provide district-wide annual kitchen exhaust system cleaning services. Submitted by: Nutrition Services Duration of Agreement: July 1, 2024 - June 30, 2025	Contract amount: \$12,870.00 Funding source: Nutrition Services
B-2425-013 Canteen. To provide food, beverage, and sundry products and services. Submitted by: Nutrition Services Duration of Agreement: November 22, 2024 - June 30, 2026	Contract amount: Per rate sheet Funding source: Nutrition Services

CALIFORNIA DEPARTMENT OF EDUCATION	FISCAL IMPACT
CDE GRANT 24 14332 6767 00 California Department of Education, Fiscal Administrative Services Division. To provide support services for students identified as homeless/McKinney-Vento. Submitted by: Health Services/McKinney-Vento EHCY Grant Duration of Agreement: July 1, 2024 - June 30, 2025	Contract amount: \$104,059.60 Funding source: CDE Grant

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-2425-128 BeyondTrust Corporation. To provide remote online security support for the help desk district-wide. Submitted by: Technology Duration of Agreement: December 1, 2024 - June 30, 2027	Contract amount: \$51,466.20 Funding source: Learning Recovery
CIIS-2425-129 Business U LLC. To provide license for culinary classes. Submitted by: Chino Hills HS Duration of Agreement: July 1, 2024 - June 30, 2025	Contract amount: \$2,895.00 Funding source: Pathway
CIIS-2425-130 Enrichment Programs in Communities. To provide enrichment program. Submitted by: Dickey ES Duration of Agreement: January 28, 2025 - June 30, 2025	Contract amount: \$2,250.00 Funding source: GATE
CIIS-2425-131 Incident IQ, LLC. To provide implementation of Incident IQ cloud services, ticketing, and subscription. Submitted by: Technology Duration of Agreement: December 2, 2024 - June 30, 2027	Contract amount: \$138,210.74 Funding source: General Fund

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-2425-132 3P Learning, Inc. To provide subscription for reading licenses. Submitted by: Briggs K-8 Duration of Agreement: September 11, 2024 - September 10, 2025	Contract amount: \$400.00 Funding source: Title I
CIIS-2425-133 NCS Pearson, Inc. To provide licenses to administer NNAT-3 online GATE test to students for GATE identification. Submitted by: Elementary Curriculum Duration of Agreement: July 1, 2024 - June 30, 2025	Contract amount: \$37,250.00 Funding source: GATE

FACILITIES, PLANNING, AND OPERATIONS	FISCAL IMPACT
F-2425-058 All City Management Services, Inc. (Consortium). To provide crossing guard services for schools located in Chino and Chino Hills. (Consortium) Submitted by: Purchasing Duration of Agreement: July 1, 2024 - June 30, 2025	Contract amount: \$808,354.80 Funding source: General Fund
F-2425-059 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. (District) Submitted by: Purchasing Duration of Agreement: July 1, 2024 - June 30, 2025	Contract amount: \$97,954.75 Funding source: General Fund
F-2425-060 Avalon Transportation, LLC. To provide charter bus services. Submitted by: Transportation Duration of Agreement: July 1, 2024 - June 30, 2025	Contract amount: Per Rate Sheet Funding source: General Fund

MASTER CONTRACTS	FISCAL IMPACT
MC-2425-062 William Lankford dba Binnie and Lola's Treats. To provide catering services. Submitted by: Ayala HS Duration of Agreement: July 1, 2024 - June 30, 2027	Contract amount: Per Rate Sheet Funding source: Various
MC-2425-063 Gus Morales dba M & I Catering. To provide catering services. Submitted by: Ayala HS Duration of Agreement: July 1, 2024 - June 30, 2027	Contract amount: Per Rate Sheet Funding source: Various
MC-2425-064 Mark Marcelin (Tastee Flavors). To provide catering services. Submitted by: Rolling Ridge ES Duration of Agreement: July 1, 2024 - June 30, 2027	Contract amount: Per Rate Sheet Funding source: Various

MASTER CONTRACTS	FISCAL IMPACT
MC-2425-065 The Prophet Corporation dba Gopher Sport. To provide digital subscription for PE curriculum and PE equipment. Submitted by: Dickson ES Duration of Agreement: July 1, 2024 - June 30, 2027	Contract amount: Per Quote Funding source: Various
MC-2425-066 Aman Stephanos dba Cafe Moderno. To provide catering services. Submitted by: Ayala HS Duration of Agreement: July 1, 2024 - June 30, 2027	Contract amount: Per Rate Sheet Funding source: Various
MC-2425-067 Oso's Smokehouse, LLC. To provide catering services. Submitted by: Country Springs ES Duration of Agreement: July 1, 2024 - June 30, 2027	Contract amount: Per Rate Sheet Funding source: Various
MC-2425-068 In-N-Out Burger. To provide catering services. Submitted by: Cal Aero Duration of Agreement: July 1, 2024 - June 30, 2027	Contract amount: Per Rate Sheet Funding source: Various
MC-2425-069 Ruling Our Experiences, Inc. (ROX). To provide evidence-based leadership training program for girls. Submitted by: Don Lugo HS Duration of Agreement: July 1, 2024 - June 30, 2027	Contract amount: Per Quote Funding source: Various
MC-2425-070 Medieval Times USA, Inc. To provide educational field trip venue. Submitted by: Briggs K-8 Duration of Agreement: July 1, 2024 - June 30, 2027	Contract amount: Per Rate Sheet Funding source: Various
MC-2425-071 City of Santa Ana (Zoo). To provide educational field trip venue. Submitted by: Walnut ES Duration of Agreement: July 1, 2024 - June 30, 2027	Contract amount: Per Rate Sheet Funding source: Various

APPROVED CONTRACTS TO BE AMENDED	AMENDMENT
CIIS-2425-121 Ponzuric Learning Solutions. To provide live virtual training and consulting for school psychologist. Submitted by: Special Education/Behavior Intervention Program Duration of Agreement: July 1, 2024 - June 30, 2025 Original Board Approval: October 17, 2024	Contract amount: \$13,860.00 Increase contract amount from \$1,500.00 to \$13,860.00 to align with original purchase agreement. Change funding source from LCAP to LEA. Funding source: LEA
RFP-20-21-03 American Transportation To provide charter bus services. Submitted by: Transportation Duration of Agreement: November 6, 2024 - November 6, 2025 Original Board Approval: November 5, 2020	Contract amount: Per Rate Sheet Extend RFP 20-21-03 from November 6, 2024, to November 6, 2025. Funding source: Various

APPROVED CONTRACTS TO BE AMENDED	AMENDMENT
RFP-20-21-03 Carreras Tours, LLC To provide charter bus services. Submitted by: Transportation Duration of Agreement: November 6, 2024 - November 6, 2025 Original Board Approval: November 5, 2020	Contract amount: Per Rate Sheet Extend RFP 20-21-03 from November 6, 2024, to November 6, 2025. Funding source: Various
RFP 20-21-03 Certified Transportation Services, Inc. To provide charter bus services. Submitted by: Transportation Duration of Agreement: November 6, 2024 - November 6, 2025 Original Board Approval: November 5, 2020	Contract amount: Per Rate Sheet Extend RFP 20-21-03 from November 6, 2024, to November 6, 2025. Funding source: Various
RFP 20-21-03 Durham School Services, L.P. To provide charter bus services. Submitted by: Transportation Duration of Agreement: November 6, 2024 - November 6, 2025 Original Board Approval: November 5, 2020	Contract amount: Per Rate Sheet Extend RFP 20-21-03 from November 6, 2024, to November 6, 2025. Funding source: Various
RFP 20-21-03 H & L Charter Co., Inc. To provide charter bus services. Submitted by: Transportation Duration of Agreement: November 6, 2024 - November 6, 2025 Original Board Approval: November 5, 2020	Contract amount: Per Rate Sheet Extend RFP 20-21-03 from November 6, 2024, to November 6, 2025. Funding source: Various
RFP 20-21-03 Lux Bus America Co. To provide charter bus services. Submitted by: Transportation Duration of Agreement: November 6, 2024 - November 6, 2025 Original Board Approval: November 5, 2020	Contract amount: Per Rate Sheet Extend RFP 20-21-03 from November 6, 2024, to November 6, 2025. Funding source: Various
RFP 20-21-03 Santa Barbara Transportation Corp. dba Student Transportation of America. To provide charter bus services. Submitted by: Transportation Duration of Agreement: November 6, 2024 - November 6, 2025 Original Board Approval: November 5, 2020	Contract amount: Per Rate Sheet Extend RFP 20-21-03 from November 6, 2024, to November 6, 2025. Funding source: Various
RFP 20-21-03 Transportation Charter Services. To provide charter bus services. Submitted by: Transportation Duration of Agreement: November 6, 2024 - November 6, 2025 Original Board Approval: November 5, 2020	Contract amount: Per Rate Sheet Extend RFP 20-21-03 from November 6, 2024, to November 6, 2025. Funding source: Various
RFP 20-21-03 Visser Bus Services, Inc. To provide charter bus services. Submitted by: Transportation Duration of Agreement: November 6, 2024 - November 6, 2025 Original Board Approval: November 5, 2020	Contract amount: Per Rate Sheet Extend RFP 20-21-03 from November 6, 2024, to November 6, 2025. Funding source: Various

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: November 21, 2024

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: SURPLUS/OBSOLETE PROPERTY

=====

BACKGROUND

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

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

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

RECOMMENDATION

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

FISCAL IMPACT

Increase to the General Fund from proceeds of sale.

NE:GJS:KC:cb



CHINO VALLEY UNIFIED SCHOOL DISTRICT SURPLUS / OBSOLETE EQUIPMENT LIST

Purchasing Use Only

Board Approval Date

List the equipment below that your site/department no longer needs. Indicate on the form if the item is in working condition. When the form has been completed and signed, KEEP A COPY, and forward the approved form to Kathy.Casino@chino.k12.ca.us. Equipment that is not transferred to another site/department will be taken before the Governing Board for approval to surplus/dispose. A work order should be submitted via School Dude for surplus to be scheduled for pick up. Items over \$500 and purchased with Restricted Funds should be marked with an asterisk (*).

School Site/Department	Eagle Canyon Elementary	Date Submitted:	October 1, 2024
Site Contact & Extension	Michelle Chavez ext: 8100		

Adobe E-signature is acceptable

Department Head/Principal Approval:	
Technology Review:	

THIS FORM MUST BE TYPED

Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Office Furniture	Rolling Cart	N/A	N/A	<input type="checkbox"/>
Office Furniture	Rolling Cart	N/A	N/A	<input checked="" type="checkbox"/>
Office Furniture	File Cabinet	N/A	N/A	<input checked="" type="checkbox"/>
Computer Equipment	Epson Projector	VTAK7101351	56371	<input type="checkbox"/>
Computer Equipment	Document Camera	N/A	N/A	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>



CHINO VALLEY UNIFIED SCHOOL DISTRICT SURPLUS / OBSOLETE EQUIPMENT LIST


Purchasing Use Only

Board Approval Date

List the equipment below that your site/department no longer needs. Indicate on the form if the item is in working condition. When the form has been completed and signed, KEEP A COPY, and forward the approved form to Kathy.Casino@chino.k12.ca.us. Equipment that is not transferred to another site/department will be taken before the Governing Board for approval to surplus/dispose. A work order should be submitted via School Dude for surplus to be scheduled for pick up. Items over \$500 and purchased with Restricted Funds should be marked with an asterisk (*).

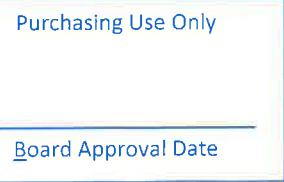
School Site/Department	Howard Cattle Elementary	Date Submitted:	10/8/24
Site Contact & Extension	Click or tap here to enter text.		

Adobe E-signature is acceptable

Department Head/Principal Approval:	
Technology Review:	

THIS FORM MUST BE TYPED

Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Computer Equipment	Intel Core i5	Unknown	57080	<input type="checkbox"/>
Computer Equipment	Monitor	Uniknown	Unknown	<input type="checkbox"/>
Computer Equipment	Monitor	Unknown	Unknown	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
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Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>



November 21, 2024
Page 71



CHINO VALLEY UNIFIED SCHOOL DISTRICT SURPLUS / OBSOLETE EQUIPMENT LIST

Purchasing Use Only

Board Approval Date

List the equipment below that your site/department no longer needs. Indicate on the form if the item is in working condition. When the form has been completed and signed, KEEP A COPY, and forward the approved form to Kathy_Casino@chino.k12.ca.us. Equipment that is not transferred to another site/department will be taken before the Governing Board for approval to surplus/dispose. A work order should be submitted via School Dude for surplus to be scheduled for pick up. Items over \$500 and purchased with Restricted Funds should be marked with an asterisk (*).

School Site/Department	Technology	Date Submitted:	10/14/2024
Site Contact & Extension	Andrew Black, Chief Technology Officer		

Adobe E-signature is acceptable

Department Head/Principal Approval:	
Technology Review:	

THIS FORM MUST BE TYPED

Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Computer Equipment	iPad -A1474	DMQMW5P7FK11	Asset Tag: 43795	<input type="checkbox"/>
Computer Equipment	iPad-A1822	GCHVJELQHLF9	Asset Tag: 59369	<input type="checkbox"/>
Computer Equipment	iPad-A1566	DMPT90DNHG5D	Asset Tag: 56308	<input type="checkbox"/>
Computer Equipment	iPad-A1395	F5XK2C769FHW	Asset Tag: 40529	<input type="checkbox"/>
Computer Equipment	iPad-A1395	DYTLJ18DFHW	Asset Tag: 41612	<input type="checkbox"/>
Computer Equipment	iPad- A1474	DMQMW3GAFK11	Asset Tag: 43831	<input type="checkbox"/>
Computer Equipment	iPad-A1893	DMPWFPSNJF8J	Asset Tag: 60291	<input type="checkbox"/>
Computer Equipment	iPad-A1709	DMPW212SJ2D1	Asset Tag: 59777	<input type="checkbox"/>
Computer Equipment	MacBook Pro Model 1502	C02MF25qfh01	Asset Tag: 41853	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: November 21, 2024

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- 10	Eagle Canyon ES Asphalt Repairs	Premiere Paving	\$24,950.00	N/A	\$24,950.00	01	August 10, 2024
CC2025- 15	Ayala HS Electrical Installation of Outdoor Electrical Circuits	RDM Electric Company, Inc.	\$19,353.00	N/A	\$19,353.00	01	October 14, 2024
CC2025- 19	Eagle Canyon ES-HVAC Replacement (Rm12)	Air Tyme A/C & Heating Services	\$23,980.00	N/A	\$23,980.00	01	October 4, 2024

CUPCCA A Project	Project Description	Contractor	Original Bid	Change Order	Total	Fund	Completion Date
CC2025-23	Don Lugo HS Tennis Court Light Replacement	RDM Electric Company, Inc.	\$22,982.00	N/A	\$22,982.00	01	October 16, 2024
CC2025-26	Ayala HS Stadium Press Box HVAC Mini Split Installation	Air Tyme A/C & Heating Service	\$20,622.00	N/A	\$20,622.00	01	October 15, 2024

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

\$111,887.00 to General Fund 01

NE:GJS:TN:cb

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: November 21, 2024

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 2024/2025-27, 2024/2025-28, 2024/2025-30, 2024/2025-31, AND 2024/2025-32, AUTHORIZATION TO UTILIZE A PIGGYBACK CONTRACT

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
2024/2025-27	California Multiple Award Schedule (CMAS) 3-19-70-3096E	SupplyMaster, Inc.	Hewlett Packard: Computers, Tablet, Printers, Printer Supplies and Toner	11/07/2019-9/26/2029

Resolution	Contract	Contractor(s)	Description	Term
2024/2025-28	State of California Participating Addendum 7-24-70-46-02	SupplyMaster, Inc.	Hewlett Packard: Computers, Tablet, Printers, Printer Supplies and Tonner	10/01/2024-7/31/2026
2024/2025-30	California Multiple Award Schedule (CMAS) 4-23-11-1017	Waxie's Enterprises, LLC	Janitorial Supplies	11/8/2023-11/5/2028
2024/2025-31	California Multiple Award Schedule (CMAS) 4-22-12-1015	Dave Bang Associates Incorporated of California	Outdoor, Playground, Recreational Service Equipment, etc.	12/6/2022-11/16/2025
2024/2025-32	California Multiple Award Schedule (CMAS) 4-24-09-1049	Shaw Integrated and Turf Solutions, Inc.	Non-Information Technology Commodities	9/24/2024-8/9/2027

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2024/2025-27, 2024/2025-28, 2024/2025-30, 2024/2025-31, and 2024/2025-32, Authorization to Utilize Piggyback Contract.

FISCAL IMPACT

Unknown.

NE:GJS:KC:cb

Chino Valley Unified School District
Resolution 2024/2025-27
Authorization to Utilize the California Multiple Award Schedule (CMAS)
3-19-70-3096E With SupplyMaster, Inc.
to Purchase Hewlett Packard: Computers, Tablets, Printers
Printer Supplies, and Toner
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 Hewlett Packard: Computers, Tablet, Printers, Printer Supplies, and Toner 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 Hewlett Packard: Computers, Tablets, Printers, Printer Supplies, and Toner through the piggyback contract procured by contract 3-19-70-3096E in accordance with Chapter 2 (commencing with Section 10290) and Chapter 3 (commencing with Section 12100) of the Public Contract Code, without competitive bidding through the State of California Department of General Services Procurement Division under California Multiple Award Schedules (collectively, "CMAS");

WHEREAS, CMAS currently has a piggyback contract, 3-19-70-3096E, in accordance with Public Contract Code 20118 with SupplyMaster, Inc., that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

Section 2. Determination re: Purchase through CMAS. Pursuant to Public Contract Code section 10290 *et seq.* and Public Contract Code section 12100 *et seq.*, that authorizing the purchase of Hewlett Packard: Computers, Tablets, Printers, Printer Supplies, and Toner through CMAS contract 3-19-70-3096E 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 Hewlett Packard: Computers, Tablets, Printers, Printer Supplies, and Toner in accordance with Public Contract Code 20118 through the piggyback contract originally procured by CMAS contract 3-19-70-3096E.

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 November 7, 2019, for the term ending September 26, 2029.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 21st day of November 2024 by the following vote:

Bridge	_____
Cruz	_____
Monroe	_____
Na	_____
Shaw	_____

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

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

**Chino Valley Unified School District
Resolution 2024/2025-28
Authorization to Utilize the State of California Participating Addendum
7-24-70-46-02 With SupplyMaster, Inc.
to Hewlett Packard: Computers, Tablets, Printers,
Printer Supplies, and Toner
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 Hewlett Packard: Computers, Tablets, Printers, Printer Supplies, and Toners 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 Hewlett Packard: Computers, Tablets, Printers, Printer Supplies, and Toners through the piggyback contract procured by contract 7-24-70-46-02 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, 7-24-70-46-02, in accordance with Public Contract Code 20118 with SupplyMaster, Inc., 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 Hewlett Packard: Computers, Tablets, Printers, Printer Supplies, and Toners through SCPA contract 7-24-70-46-02 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 Hewlett Packard: Computers, Tablets, Printers, Printer Supplies, and Toners in accordance with Public Contract Code 20118 through the piggyback contract originally procured by SCPA contract 7-24-70-46-02.

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 October 1, 2024, for the term ending July 31, 2026.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 21st day of November 2024 by the following vote:

Bridge	_____
Cruz	_____
Monroe	_____
Na	_____
Shaw	_____

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

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

**Chino Valley Unified School District
Resolution 2024/2025-30
Authorization to Utilize the California Multiple Award Schedule (CMAS)
4-23-11-1017 With Waxie's Enterprises, LLC
to Purchase Janitorial Supplies
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 Janitorial Supplies 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 Janitorial Supplies through the piggyback contract procured by contract 4-23-11-1017 in accordance with Chapter 2 (commencing with Section 10290) and Chapter 3 (commencing with Section 12100) of the Public Contract Code, without competitive bidding through the State of California Department of General Services Procurement Division under California Multiple Award Schedules (collectively, "CMAS");

WHEREAS, CMAS currently has a piggyback contract, 4-23-11-1017, in accordance with Public Contract Code 20118 with Waxie's Enterprises, LLC, that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

Section 2. Determination re: Purchase through CMAS. Pursuant to Public Contract Code section 10290 *et seq.* and Public Contract Code section 12100 *et seq.*, that authorizing the purchase of Janitorial Supplies through CMAS contract 4-23-11-1017 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 Janitorial

Supplies in accordance with Public Contract Code 20118 through the piggyback contract originally procured by CMAS contract 4-23-11-1017.

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 November 8, 2023, for the term ending November 5, 2028.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 21st day of November 2024 by the following vote:

Bridge	_____
Cruz	_____
Monroe	_____
Na	_____
Shaw	_____

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

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

Chino Valley Unified School District
Resolution 2024/2025-31
Authorization to Utilize the California Multiple Award Schedule (CMAS)
4-22-12-1015 With Dave Bang Associates Incorporated of California
to Purchase Outdoor, Playground, Recreational, Service Equipment, etc.
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 Outdoor, Playground, Recreational, Service Equipment, etc., 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 Outdoor, Playground, Recreational, Service Equipment, etc., through the piggyback contract procured by contract 4-22-12-1015 in accordance with Chapter 2 (commencing with Section 10290) and Chapter 3 (commencing with Section 12100) of the Public Contract Code, without competitive bidding through the State of California Department of General Services Procurement Division under California Multiple Award Schedules (collectively, "CMAS");

WHEREAS, CMAS currently has a piggyback contract, 4-22-12-1015, in accordance with Public Contract Code 20118 with Dave Bang Associates Incorporated of California, that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

Section 2. Determination re: Purchase through CMAS. Pursuant to Public Contract Code section 10290 *et seq.* and Public Contract Code section 12100 *et seq.*, that authorizing the purchase of Outdoor, Playground, Recreational, Service Equipment, etc., through CMAS contract 4-22-12-1015 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 Outdoor, Playground, Recreational, Service Equipment, etc., in accordance with Public Contract Code 20118 through the piggyback contract originally procured by CMAS contract 4-22-12-1015.

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 December 6, 2022, for the term ending November 6, 2026.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 21st day of November 2024 by the following vote:

Bridge	_____
Cruz	_____
Monroe	_____
Na	_____
Shaw	_____

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

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

Chino Valley Unified School District
Resolution 2024/2025-32
Authorization to Utilize the California Multiple Award Schedule (CMAS)
4-29-09-1049 With Shaw Integrated and Turf Solutions, Inc.
to Purchase Non-Information Technology Commodities
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 non-information technology commodities 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 non-information technology commodities through the piggyback contract procured by contract 4-29-09-1049 in accordance with Chapter 2 (commencing with Section 10290) and Chapter 3 (commencing with Section 12100) of the Public Contract Code, without competitive bidding through the State of California Department of General Services Procurement Division under California Multiple Award Schedules (collectively, "CMAS");

WHEREAS, CMAS currently has a piggyback contract, 4-29-09-1049, in accordance with Public Contract Code 20118 with Shaw Integrated and Turf Solutions, Inc., that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

Section 2. Determination re: Purchase through CMAS. Pursuant to Public Contract Code section 10290 *et seq.* and Public Contract Code section 12100 *et seq.*, that authorizing the purchase of non-information technology commodities through CMAS contract 4-29-09-1049 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 non-information technology commodities in accordance with Public Contract Code 20118 through the piggyback contract originally procured by CMAS contract 4-29-09-1049.

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 September 24, 2024, for the term ending August 9, 2027.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 21st day of November 2024 by the following vote:

Bridge	_____
Cruz	_____
Monroe	_____
Na	_____
Shaw	_____

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

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: November 21, 2024

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: APPROVAL OF PAYMENT TO FIELDTURF USA, INC., UNDER
THREAT OF POTENTIAL LITIGATION OR DISPUTED CLAIM**

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BACKGROUND

On May 8, 2024, the Ayala High School stadium, artificial turf football field was vandalized and damaged beyond repair. On June 20, 2024, the Board of Education adopted resolution 2023/2024-66 to utilize California Multiple Awards Schedule (CMAS) contract 4-06-78-0031A with FieldTurf USA, Inc. for the purchase and installation of Non-Information Technology Commodities, and approved contract #F-2425-037 with FieldTurf USA, Inc., for the purchase and installation of the new artificial turf football field. The installation of the field was completed on August 26, 2024.

On October 11, 2024, District staff received communication from the San Bernardino County Superintendent of Schools, District Financial Services Division, that payment to FieldTurf USA, Inc., could not be processed because the labor and installation portion of the contract was more than 10% of the total contract amount. With this finding and notification, the Board of Education must approve payment to the vendor under threat of potential litigation or disputed claim.

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

RECOMMENDATION

It is recommended the Board of Education approve payment to FieldTurf USA, Inc., under threat of potential litigation or disputed claim.

FISCAL IMPACT

\$692,202.90 General Fund 01 (with Reimbursement from the District's Insurance Carrier)

NE:GJS:cb

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: November 21, 2024

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. 22-23-08F, PRESERVE II SCHOOL – NEW CONSTRUCTION,
BP 05-01**

=====

BACKGROUND

On October 20, 2022, the Board of Education awarded Bid No. 22-23-08F, Preserve School II - New Construction, BP 05-01 to RND Contractors, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
2	RND Contractors, Inc.	(\$64,754.00)
Previously Approved Change Orders:		\$48,142.00
Bid Amount:		\$3,468,480.00
Revised Total Project Amount:		\$3,451,868.00
Retention Amount:		\$172,593.40

The change order resulted in a net decrease of \$16,612.00 to the construction cost and no days added to the contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on May 30, 2024.

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Kamal Israil, DSA Inspector of Record; Bob Lavey, Architect; Hung Truong, Construction Manager; Beverly Beemer, Director, Planning; and Gregory Stachura, Assistant Superintendent, Facilities, Planning and Operations.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve School II - New Construction, BP 05-01.

FISCAL IMPACT

(\$16,612.00) to Measure G Fund 21.

NE:GJS:cb



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

CHANGE ORDER

Date: 10/30/2024 BID/ CUPCAA #: 22-23-08F Change Order #: 002
 Project Title: Preserve II School – New Construction
 Owner: Chino Valley Unified School District DSA Application #: 04-120512 DSA File #: 36-11
 Architect: PBK Contractor: RND Contractors Inc. (BP 05-01)

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

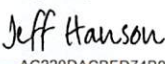

ITEM NO. 1:	Description:	Reconcile Unused Contract Allowances
	Reason:	Credit back the unused contract allowances.
	Document Ref:	Change Order Request P-021 (PCO #P-282)
	Requested by:	District
	Change in Contract Sum:	(\$64,754.00) / DEDUCT
	Time Extension:	0

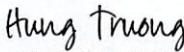
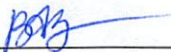
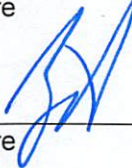
CONTRACT SUMMARY

The original contract amount was:	<u>\$3,468,480.00</u>
Previously approved change order amount(s):	<u>\$48,142.00</u>
The contract amount will be decreased by this Change Order:	<u>(\$64,754.00)</u>
The new contract amount including this change order will be:	<u>\$3,451,868.00</u>

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

APPROVED BY:

Jeff Hanson Contractor – RND Contractors Inc.	Signed by:  Signature	10/30/2024 13:42 PDT Date
Kamal Israil TYR Inc. DSA Inspector of Record (if applicable)	DocuSigned by:  Signature	10/31/2024 10:58 PDT Date

Bob Lavey PBK Architect / Engineer (if applicable)	<div>Signed by:  8953B2CA4BF6419...</div> Signature	11/01/2024 12:47 PDT Date
Hung Truong CW Driver Construction/Project Manager	<div>DocuSigned by:  DB919CAC3A0446B</div> Signature	10/31/2024 10:56 PDT Date
Authorized Department Head (if applicable)	Signature	Date
Director, Technology (if applicable)	Signature	Date
Cesar Portugal CVUSD Project Manager	Signature	Date
Beverly Beemer Director, Planning (if applicable)	 Signature	11/5/24 Date
Greg Stachura Owner (Authorized Agent)	 Signature	11/5/24 Date

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

DATE: November 21, 2024

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. 22-23-08F, PRESERVE II SCHOOL – NEW CONSTRUCTION,
BP 06-01**

=====

BACKGROUND

On October 20, 2022, the Board of Education awarded Bid No. 22-23-08F, Preserve School II - New Construction, BP 06-01 to Core Contracting, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
2	Core Contracting, Inc.	(\$65,066.00)
Previously Approved Change Orders:		\$58,514.00
Bid Amount:		\$5,942,000.00
Revised Total Project Amount:		\$5,935,448.00
Retention Amount:		\$296,772.40

The change order resulted in a net decrease of \$6,552.00 to the construction cost and no days added to the contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on May 30, 2024.

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Kamal Israil, DSA Inspector of Record; Bob Lavey, Architect; Hung Truong, Construction Manager; Beverly Beemer, Director, Planning; and Gregory Stachura, Assistant Superintendent, Facilities, Planning and Operations.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve School II - New Construction, BP 06-01.

FISCAL IMPACT

(\$6,552.00) to Measure G Fund 21.

NE:GJS:cb



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

FACILITIES & PLANNING
OCT 29 AM 10:37

CHANGE ORDER

Date: 10/24/2024 BID/ CUPCCAA #: 22-23-08F ✓ Change Order #: 002 ✓
 Project Title: Preserve II School – New Construction
 Owner: Chino Valley Unified School District DSA Application #: 04- 10512 DSA File #: 36-11
 Architect: PB K Contractor: Core Contracting Inc. (BP 06-01) ✓
P.O. 250829

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

ITEM NO. 1:	Description:	Reconcile Unused Contract Allowances
	Reason:	Credit back the unused contract allowances.
	Document Ref:	Change Order Request P-026 (PCO #P-282)
	Requested by:	District
	Change in Contract Sum:	(\$65,066.00) / DEDUCT ✓
	Time Extension:	0

CONTRACT SUMMARY

The original contract amount was:	<u>\$5,942,000.00</u> ✓
Previously approved change order amount(s):	<u>\$58,514.00</u> ✓
The contract amount will be decreased by this Change Order:	<u>(\$65,066.00)</u> ✓
The new contract amount including this change order will be:	<u>\$5,935,448.00</u> ✓

The original contract completion date:	<u>08/02/2024</u>
The contract time will be increased/decreased by days:	<u>0 days</u>
The date of completion as a result of this Change Order is:	<u>08/02/2024</u>

APPROVED BY:

David Flores

Contractor – Core Contracting Inc.

Signed by:

David Flores

45E7D421AC6A4D0...

Signature

10/26/2024 | 13:30 PDT

Date

Kamal Israil
TYR Inc.

DSA Inspector of Record (if applicable)

DocuSigned by:




KAMAL ISRAIL

A85D347C199F461...

Signature

10/29/2024 | 06:32 PDT

Date

Bob Lavey PBK Architect / Engineer (if applicable)	<div>Signed by:  6953B2CA4BF6419...</div> Signature	10/29/2024 06:44 PDT Date
Hung Truong CW Driver Construction/Project Manager	<div>DocuSigned by:  DB919CAC3A0440B...</div> Signature	10/26/2024 23:28 PDT Date
Authorized Department Head (if applicable)	Signature	Date
Director, Technology (if applicable)	Signature	Date
Cesar Portugal CVUSD Project Manager	Signature	Date
Beverly Beemer Director, Planning (if applicable)	 Signature	10/30/24 Date
Greg Stachura Owner (Authorized Agent)	 Signature	10/30/24 Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: November 21, 2024

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. 22-23-08F, PRESERVE II SCHOOL – NEW CONSTRUCTION,
BP 07-01**

=====

BACKGROUND

On October 20, 2022, the Board of Education awarded Bid No. 22-23-08F, Preserve School II - New Construction, BP 07-01 to Best Contracting, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Best Contracting Services, Inc.	(\$135,586.00)
	Bid Amount:	\$3,290,710.00
	Revised Total Project Amount:	\$3,155,124.00
	Retention Amount:	\$157,756.20

The change order resulted in a net decrease of \$135,586.00 to the construction cost and no days added to the contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on May 30, 2024.

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Kamal Israil, DSA Inspector of Record; Bob Lavey, Architect; Hung Truong, Construction Manager; Beverly Beemer, Director, Planning; and Gregory Stachura, Assistant Superintendent, Facilities, Planning and Operations.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve School II - New Construction, BP 07-01.

FISCAL IMPACT

(\$135,586.00) to Measure G Fund 21.

NE:GJS:cb



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

CHANGE ORDER

Date: 10/21/2024 BID/ CUPCCAA #: 22-23-08F ✓ Change Order #: 001 ✓
 Project Title: Preserve II School – New Construction
 Owner: Chino Valley Unified School District DSA Application #: 04-120512 DSA File #: 36-11
 Architect: PBK Contractor: Best Contracting Services Inc. (BP 07-01) ✓
P.O. 250828

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

ITEM NO. 1:	Description:	Reconcile Unused Contract Allowances
	Reason:	Credit back the unused contract allowances.
	Document Ref:	Change Order Request P-019 (PCO #P-282)
	Requested by:	District
	Change in Contract Sum:	(\$135,586.00) / DEDUCT ✓
	Time Extension:	0

CONTRACT SUMMARY

The original contract amount was:	<u>\$3,290,710.00</u> ✓
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be decreased by this Change Order:	<u>(\$135,586.00)</u> ✓
The new contract amount including this change order will be:	<u>\$3,155,124.00</u> ✓

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

APPROVED BY:

Dareen Khalil
Contractor – Best Contracting Services Inc.

DocuSigned by:
Dareen Khalil
0A3BE20FE240457...
Signature

10/24/2024 | 07:11 PDT
Date

Kamal Israil
TYR Inc.
DSA Inspector of Record (if applicable)

DocuSigned by:
KAMAL ISRIL
A85D347C199F401...
Signature

10/25/2024 | 11:54 PDT
Date

Bob Lavey
PBK

Architect / Engineer (if applicable)

Signed by:

Bob Lavey

8953B2CA4BF6419...

Signature

10/24/2024 | 15:58 PDT

Date

Hung Truong
CW Driver

Construction/Project Manager

DocuSigned by:

Hung Truong

DB919CAC3A0448B...

Signature

10/24/2024 | 15:46 PDT

Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

CVUSD Project Manager

Signature

Date

Beverly Beemer

Director, Planning (if applicable)

Signature

Date

Greg Stachura

Owner (Authorized Agent)

Signature

Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: November 21, 2024

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. 22-23-08F, PRESERVE II SCHOOL – NEW CONSTRUCTION,
BP 08-02**

=====

BACKGROUND

On October 20, 2022, the Board of Education awarded Bid No. 22-23-08F, Preserve School II - New Construction, BP 08-02 to Elite Glass Enterprises, 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	Elite Glass Enterprises, Inc.	(\$105,000.00)
	Bid Amount:	\$2,097,000.00
	Revised Total Project Amount:	\$1,992,000.00
	Retention Amount:	\$99,600.00

The change order resulted in a net decrease of \$105,000.00 to the construction cost and no days added to the contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on May 30, 2024.

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Kamal Israil, DSA Inspector of Record; Bob Lavey, Architect; Hung Truong, Construction Manager; Beverly Beemer, Director, Planning; and Gregory Stachura, Assistant Superintendent, Facilities, Planning and Operations.

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

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

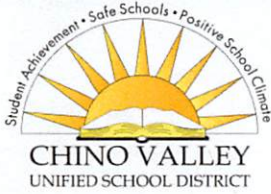
RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve School II - New Construction, BP 08-02.

FISCAL IMPACT

(\$105,000.00) to Measure G Fund 21.

NE:GJS:cb



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

CHANGE ORDER

Date: 10/31/2024 BID/ CUPCCAA #: 22-23-08F Change Order #: 001
 Project Title: Preserve II School – New Construction
 Owner: Chino Valley Unified School District DSA Application #: 04-120512 DSA File #: 36-11
 Architect: PBK Contractor: Elite Glass Enterprises, Inc. (BP 08-02)

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

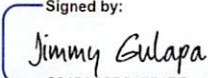

ITEM NO. 1:	Description:	Reconcile Unused Contract Allowances
	Reason:	Credit back the unused contract allowances.
	Document Ref:	Change Order Request P-028 (PCO #P-282)
	Requested by:	District
	Change in Contract Sum:	(\$105,000.00) / DEDUCT
	Time Extension:	0

CONTRACT SUMMARY

The original contract amount was:	<u>\$2,097,000.00</u>
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be decreased by this Change Order:	<u>(\$105,000.00)</u>
The new contract amount including this change order will be:	<u>\$1,992,000.00</u>

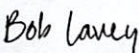
The original contract completion date:	<u>05/30/2024</u>
The contract time will be increased/decreased by days:	<u>0 days</u>
The date of completion as a result of this Change Order is:	<u>05/30/2024</u>

APPROVED BY:

Jimmy Gulapa		10/31/2024 10:29 PDT
Contractor – Elite Glass Enterprises Inc.	Signature	Date
Kamal Israil		10/31/2024 10:33 PDT
TYR Inc.	Signature	Date
DSA Inspector of Record (if applicable)		

Bob Lavey
PBK

Architect / Engineer (if applicable)

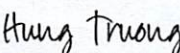
Signed by:

8053B2CA4BF6419...
Signature

11/01/2024 | 12:46 PDT

Date

Hung Truong
CW Driver

Construction/Project Manager

DocuSigned by:

BB919CAG3A0446B...
Signature

10/31/2024 | 11:00 PDT

Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

CVUSD Project Manager

Signature

Date

Beverly Beemer

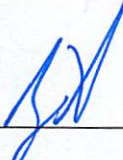
Director, Planning (if applicable)


Signature

11/5/24
Date

Greg Stachura

Owner (Authorized Agent)


Signature

11/5/24
Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: November 21, 2024

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. 22-23-08F, PRESERVE II SCHOOL – NEW CONSTRUCTION,
BP 09-01**

=====

BACKGROUND

On October 20, 2022, the Board of Education awarded Bid No. 22-23-08F, Preserve School II - New Construction, BP 09-01 to Caston, 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	Caston, Inc.	(\$219,287.00)
Bid Amount:		\$3,258,585.00
Revised Total Project Amount:		\$3,039,298.00
Retention Amount:		\$151,964.90

The change order resulted in a net decrease of \$219,287.00 to the construction cost and no days added to the contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on May 30, 2024.

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Kamal Israil, DSA Inspector of Record; Bob Lavey, Architect; Hung Truong, Construction Manager; Beverly Beemer, Director, Planning; and Gregory Stachura, Assistant Superintendent, Facilities, Planning and Operations.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve School II - New Construction, BP 09-01.

FISCAL IMPACT

(\$219,287.00) to Measure G Fund 21.

NE:GJS:cb



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

CHANGE ORDER

Date: 10/17/2024 BID/ CUPCCAA #: 22-23-08F Change Order #: 001
 Project Title: Preserve II School – New Construction
 Owner: Chino Valley Unified School District DSA Application #: 04-120512 DSA File #: 36-11
 Architect: PBK Contractor: Caston Inc. (BP 09-01)

ITEM NO. 1:	Description: Reason:	Reconciliation of Contract Allowances Credit the unused portion of the unused unforeseen allowance and labor allowances.
	Document Ref:	Change Order Request P-024(PCO #P-282)
	Requested by:	District
	Change in Contract Sum:	(\$219,287.00) / DEDUCT
	Time Extension:	0

CONTRACT SUMMARY

The original contract amount was:	<u>\$3,258,585.00</u>
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be reduced by this Change Order:	<u>(\$219,287.00)</u>
The new contract amount including this change order will be:	<u>\$3,039,298.00</u>
The original contract completion date:	<u>05/30/2024</u>
The contract time will be increased/decreased by days:	<u>0 days</u>
The date of completion as a result of this Change Order is:	<u>05/30/2024</u>

APPROVED BY:

Mark Landon

Contractor – Caston Inc.

DocuSigned by:

Mark Landon

E768DBBDC4FF46A...

Signature

10/21/2024 | 13:47 PDT

Date

Kamal Israil

TYR Inc.

DSA Inspector of Record (if applicable)

Signed by:

Bob Loney

0953B2CA4BF6419...

Signature

10/21/2024 | 15:05 PDT

Date

November 21, 2024

Bob Lavey
PBK

Architect / Engineer (if applicable)

Signed by:

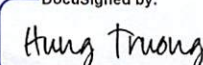
Signature 291F47E9853A44F...

10/21/2024 | 15:07 PDT

Date

Hung Truong
CW Driver

Construction/Project Manager

DocuSigned by:

Signature DB919CAC3A0448B...

10/21/2024 | 15:03 PDT

Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

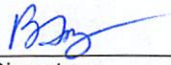
CVUSD Project Manager

Signature

Date

Beverly Beemer

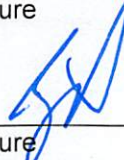
Director, Planning (if applicable)


Signature

10/24/24
Date

Greg Stachura

Owner (Authorized Agent)


Signature

10/24/24
Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: November 21, 2024

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. 22-23-08F, PRESERVE II SCHOOL – NEW CONSTRUCTION,
BP 09-02**

=====

BACKGROUND

On October 20, 2022, the Board of Education awarded Bid No. 22-23-08F, Preserve School II - New Construction, BP 09-02 to Inland Pacific Tile, 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	Inland Pacific Tile, Inc.	(\$40,333.00)
	Bid Amount:	\$304,000.00
	Revised Total Project Amount:	\$263,667.00
	Retention Amount:	\$13,183.35

The change order resulted in a net decrease of \$40,333.00 to the construction cost and no days added to the contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on May 30, 2024.

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Kamal Israil, DSA Inspector of Record; Bob Lavey, Architect; Hung Truong, Construction Manager; Beverly Beemer, Director, Planning; and Gregory Stachura, Assistant Superintendent, Facilities, Planning and Operations.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve School II - New Construction, BP 09-02.

FISCAL IMPACT

(\$40,333.00) to Measure G Fund 21.

NE:GJS:cb



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

CHANGE ORDER

Date: 10/17/2024 BID/ CUPCCAA #: 22-23-08F Change Order #: 001
 Project Title: Preserve II School – New Construction
 Owner: Chino Valley Unified School District DSA Application #: 04-120512 DSA File #: 36-11
 Architect: PBK Contractor: Inland Pacific Tile Inc. (BP 09-02)

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

ITEM NO. 1:	Description:	Reconcile Unused Contract Allowances
	Reason:	Credit back the unused contract allowances.
	Document Ref:	Change Order Request P-016 (PCO #P-282)
	Requested by:	District
	Change in Contract Sum:	(\$40,333.00) / DEDUCT
	Time Extension:	0

CONTRACT SUMMARY

The original contract amount was:	<u>\$304,000.00</u>
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be decreased by this Change Order:	<u>(\$40,333.00)</u>
The new contract amount including this change order will be:	<u>\$263,667.00</u>

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

APPROVED BY:

Joe McCluney

Contractor – Inland Pacific Tile Inc.

DocuSigned by:

 738310F49F8D485...
 Signature

10/17/2024 | 15:23 PDT

Date

Kamal Israil
TYR Inc.

DSA Inspector of Record (if applicable)

DocuSigned by:
KAMAL ISRAIL
 A85B347C199F461...
 Signature

10/18/2024 | 11:32 PDT

Date

Bob Lavey
PBK

Architect / Engineer (if applicable)

Signed by:

Bob Lavey

8953B2CA4BF6419...

Signature

10/18/2024 | 05:45 PDT

Date

Hung Truong
CW Driver

Construction/Project Manager

DocuSigned by:

Hung Truong

DB919CAC3A0440B...

Signature

10/17/2024 | 22:27 PDT

Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

CVUSD Project Manager

Signature

Date

Beverly Beemer

Director, Planning (if applicable)

BBB

Signature

10/24/24

Date

Greg Stachura

Owner (Authorized Agent)

GS

Signature

10/24/24

Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: November 21, 2024

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. 22-23-08F, PRESERVE II SCHOOL – NEW CONSTRUCTION,
BP 09-03**

=====

BACKGROUND

On October 20, 2022, the Board of Education awarded Bid No. 22-23-08F, Preserve School II - New Construction, BP 09-03 to Southcoast Acoustical Interiors, 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	Southcoast Acoustical Interiors, Inc.	(\$31,218.00)
	Bid Amount:	\$386,348.00
	Revised Total Project Amount:	\$355,130.00
	Retention Amount:	\$17,756.50

The change order resulted in a net decrease of \$31,218.00 to the construction cost and no days added to the contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on May 30, 2024.

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Kamal Israil, DSA Inspector of Record; Bob Lavey, Architect; Hung Truong, Construction Manager; Beverly Beemer, Director, Planning; and Gregory Stachura, Assistant Superintendent, Facilities, Planning and Operations.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve School II - New Construction, BP 09-03.

FISCAL IMPACT

(\$31,218.00) to Measure G Fund 21.

NE:GJS:cb



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

CHANGE ORDER

OCT 15 PM 3:12
FACILITIES & PLANNING

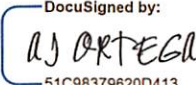

Date: 10/03/2024 BID/ CUPCCAA #: 22-23-08F ✓ Change Order #: 001 ✓
Project Title: Preserve II School – New Construction
Owner: Chino Valley Unified School District DSA Application #: 04-120512 DSA File #: 36-11
Architect: PBK Contractor: Southcoast Acoustical Interior Inc. (BP 09-03) ✓
P.O. 250830

ITEM NO. 1: Description: Reconciliation of Contract Allowances
Reason: Credit the unused contract allowances.
Document Ref: Change Order Request P-023 (PCO #P-282)
Requested by: District
Change in Contract Sum: (\$31,218.00) / DEDUCT ✓
Time Extension: 0

CONTRACT SUMMARY


The original contract amount was: \$386,348.00 ✓
Previously approved change order amount(s): \$0.00
The contract amount will be reduced by this Change Order: (\$31,218.00) ✓
The new contract amount including this change order will be: \$355,130.00 ✓
The original contract completion date: 05/30/2024
The contract time will be increased/decreased by days: 0 days
The date of completion as a result of this Change Order is: 05/30/2024

APPROVED BY:

AJ ORTEGA	 51C98379620D413	10/07/2024 13:16 PDT
Contractor – Southcoast Acoustical Interior	Signature	Date
Kamal Israil TYR Inc.	 A85D347C199F461	10/07/2024 13:24 PDT
DSA Inspector of Record (if applicable)	Signature	Date

Bob Lavey
PBK

Architect / Engineer (if applicable)


Signed by:

Signature 8953B2CA4BF6419...

10/10/2024 | 13:37 PDT

Date

Hung Truong
CW Driver

Construction/Project Manager

DocuSigned by:

Signature DB919CAC3A0446B...

10/09/2024 | 22:19 PDT

Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

CVUSD Project Manager


Signature

Date

Beverly Beemer

Director, Planning (if applicable)


Signature


Date

Greg Stachura

Owner (Authorized Agent)


Signature


Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: November 21, 2024

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. 22-23-08F, PRESERVE II SCHOOL – NEW CONSTRUCTION,
BP 09-04**

=====

BACKGROUND

On October 20, 2022, the Board of Education awarded Bid No. 22-23-08F, Preserve School II - New Construction, BP 09-04 to Continental Flooring, 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	Continental Flooring, Inc.	(\$94,539.00)
Bid Amount:		\$417,721.00
Revised Total Project Amount:		\$323,182.00
Retention Amount:		\$16,159.10

The change order resulted in a net decrease of \$94,539.00 to the construction cost and no days added to the contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on May 30, 2024.

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Kamal Israil, DSA Inspector of Record; Bob Lavey, Architect; Hung Truong, Construction Manager; Beverly Beemer, Director, Planning; and Gregory Stachura, Assistant Superintendent, Facilities, Planning and Operations.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve School II - New Construction, BP 09-04.

FISCAL IMPACT

(\$94,539.00) to Measure G Fund 21.

NE:GJS:cb



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

CHANGE ORDER

Facilities & Planning
OCT 8 PM 4:23

Date: 09/30/2024 BID/ CUPCCAA #: 22-23-08F ✓ Change Order #: 001 ✓
Project Title: Preserve II School – New Construction
Owner: Chino Valley Unified School District DSA Application #: 04-120512 DSA File #: 36-11
Architect: PBK Contractor: Continental Flooring Inc. (BP 09-04) ✓
P.O. 290827

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

ITEM NO. 1:	Description:	Reconcile Unused Contract Allowances
	Reason:	Credit back the unused contract allowances.
	Document Ref:	Change Order Request P-020 (PCO #P-282)
	Requested by:	District
	Change in Contract Sum:	(\$94,539.00) / DEDUCT ✓
	Time Extension:	0

CONTRACT SUMMARY

The original contract amount was:	<u>\$417,721.00</u> ✓
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be decreased by this Change Order:	<u>(\$94,539.00)</u> ✓
The new contract amount including this change order will be:	<u>\$323,182.00</u> ✓
The original contract completion date:	<u>05/30/2024</u>
The contract time will be increased/decreased by days:	<u>0 days</u>
The date of completion as a result of this Change Order is:	<u>05/30/2024</u>

APPROVED BY:

Signed by:

Nancy Eastburn

9F88B43E71BE4F2...

Contractor – Continental Flooring Inc.

Signed by:

Nancy Eastburn

9F88B43E71BE4F2...

Signature

10/02/2024 | 09:41 PDT

Date

Kamal Israil
TYR Inc.

DSA Inspector of Record (if applicable)

DocuSigned by:

KAMAL ISRIL

A85D347C199E461...

Signature

10/02/2024 | 14:13 PDT

Date

Bob Lavey
PBK

Architect / Engineer (if applicable)

Signed by:

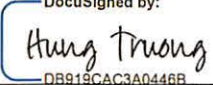

Signature
8953B2CA4BF6419

10/02/2024 | 15:27 PDT

Date

Hung Truong
CW Driver

Construction/Project Manager

DocuSigned by:


Signature
DB919CAC3A0446B

10/02/2024 | 10:19 PDT

Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

CVUSD Project Manager

Signature

Date

Beverly Beemer
Director, Planning (if applicable)



Signature

10/11/24

Date

Greg Stachura
Owner (Authorized Agent)



Signature

10/11/24

Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: November 21, 2024

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. 22-23-08F, PRESERVE II SCHOOL – NEW CONSTRUCTION,
BP 09-05**

=====

BACKGROUND

On October 20, 2022, the Board of Education awarded Bid No. 22-23-08F, Preserve School II - New Construction, BP 09-05 to Western Painting and Wallcovering, 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	Western Painting and Wallcovering, Inc.	(\$19,574.00)
	Bid Amount:	\$689,000.00
	Revised Total Project Amount:	\$669,426.00
	Retention Amount:	\$33,471.30

The change order resulted in a net decrease of \$19,574.00 to the construction cost and no days added to the contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on May 30, 2024.

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Kamal Israil, DSA Inspector of Record; Bob Lavey, Architect; Hung Truong, Construction Manager; Beverly Beemer, Director, Planning; and Gregory Stachura, Assistant Superintendent, Facilities, Planning and Operations.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve School II - New Construction, BP 09-05.

FISCAL IMPACT

(\$19,574.00) to Measure G Fund 21.

NE:GJS:cb



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

CHANGE ORDER

Facilities & Planning
10/18/2024 4:22 PM

Date: 10/01/2024 BID/ CUPCCAA #: 22-23-08F ✓ Change Order #: 001 ✓

Project Title: Preserve II School – New Construction

Owner: Chino Valley Unified School District DSA Application #: 04-120512 DSA File #: 36-11

Architect: PBK Contractor: Western Painting and Wallcovering Inc. (BP 09-05) ✓

P.O. 150826

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

ITEM NO. 1:	Description:	Reconcile Unused Contract Allowances
	Reason:	Credit back the unused contract allowances.
	Document Ref:	Change Order Request P-020 (PCO #P-282)
	Requested by:	District
	Change in Contract Sum:	(\$19,574.00) / DEDUCT
	Time Extension:	0

CONTRACT SUMMARY

The original contract amount was: \$689,000.00 ✓

Previously approved change order amount(s): \$0.00

The contract amount will be reduced by this Change Order: (\$19,574.00) ✓

The new contract amount including this change order will be: \$669,426.00 ✓

The original contract completion date: 05/30/2024

The contract time will be increased/decreased by days: 0 days

The date of completion as a result of this Change Order is: 05/30/2024

APPROVED BY:

Edward Wong

Contractor – Western Painting & Wallcovering

DocuSigned by:

Edward Wong

8B75970234D7439...

Signature

10/03/2024 | 10:56 PDT

Date

Kamal Israil
TYR Inc.

DSA Inspector of Record (if applicable)

DocuSigned by:

KAMAL ISRAIL

A05D347C199F461...

Signature

10/04/2024 | 07:08 PDT

Date

Bob Lavey
PBK

Architect / Engineer (if applicable)

Signed by:

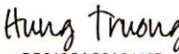
Signature

10/03/2024 | 19:49 PDT

Date

Hung Truong
CW Driver

Construction/Project Manager

DocuSigned by:

Signature

10/03/2024 | 17:18 PDT

Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

CVUSD Project Manager

Signature

Date

Beverly Beemer

Director, Planning (if applicable)


Signature

10/11/24
Date

Greg Stachura

Owner (Authorized Agent)


Signature

10/11/24
Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: November 21, 2024

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. 22-23-08F, PRESERVE II SCHOOL – NEW CONSTRUCTION,
BP 10-01**

BACKGROUND

On October 20, 2022, the Board of Education awarded Bid No. 22-23-08F, Preserve School II - New Construction, BP 10-01 to Patriot Contracting and Engineering. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
2	Patriot Contracting and Engineering	(\$171,291.00)
Previously Approved Change Orders:		\$4,870.00
Bid Amount:		\$2,975,000.00
Revised Total Project Amount:		\$2,808,579.00
Retention Amount:		\$140,428.95

The change order resulted in a net decrease of \$166,421.00 to the construction cost and no days added to the contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on May 30, 2024.

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Kamal Israil, DSA Inspector of Record; Bob Lavey, Architect; Hung Truong, Construction Manager; Beverly Beemer, Director, Planning; and Gregory Stachura, Assistant Superintendent, Facilities, Planning and Operations.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve School II - New Construction, BP 10-01.

FISCAL IMPACT

(\$166,421.00) to Measure G Fund 21.

NE:GJS:cb



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

CHANGE ORDER

Date: 10/29/2024 BID/ CUPCCAA #: 22-23-08F Change Order #: 002
 Project Title: Preserve II School – New Construction
 Owner: Chino Valley Unified School District DSA Application #: 04-120512 DSA File #: 36-11
 Architect: PBK Contractor: Patriot Contracting and Engineering Inc. (BP 10-01)

ITEM NO. 1:	Description:	Reconciliation of Contract Allowances
	Reason:	Credit the unused portion of the unused unforeseen allowance and labor allowances.
	Document Ref:	Change Order Request P-027 (PCO #P-282)
	Requested by:	District
	Change in Contract Sum:	(\$171,291.00) / DEDUCT
	Time Extension:	0

CONTRACT SUMMARY

The original contract amount was:	<u>\$2,975,000.00</u>
Previously approved change order amount(s):	<u>\$4,870.00</u>
The contract amount will be reduced by this Change Order:	<u>(\$171,291.00)</u>
The new contract amount including this change order will be:	<u>\$2,808,579.00</u>


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

APPROVED BY:

Richard Wolfinger	<div>Signed by: E77B681241164B9...</div>	<u>10/29/2024 10:22 PDT</u>
Contractor – Patriot Contracting and Engineering Inc.	Signature	Date
Kamal Israil TYR Inc.	<div>DocuSigned by: KAMAL ISRIL A85D347C199F401...</div>	<u>10/30/2024 08:41 PDT</u>
DSA Inspector of Record (if applicable)	Signature	Date

Bob Lavey
PBK

Architect / Engineer (if applicable)

Signed by:

Signature 8953B2CA4BF6419...

10/30/2024 | 11:48 PDT

Date

Hung Truong
CW Driver

Construction/Project Manager

DocuSigned by:

Signature DB919CAC3A0446B...

10/29/2024 | 22:09 PDT

Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

CVUSD Project Manager

Signature

Date

Beverly Beemer


Director, Planning (if applicable)


Signature

10/31/24
Date

Greg Stachura

Owner (Authorized Agent)


Signature

11/4/24
Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: November 21, 2024

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. 22-23-08F, PRESERVE II SCHOOL – NEW CONSTRUCTION,
BP 11-01**

=====

BACKGROUND

On October 20, 2022, the Board of Education awarded Bid No. 22-23-08F, Preserve School II - New Construction, BP 11-01 to Kitcor Corporation. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Kitcor Corporation	(\$53,473.00)
Bid Amount:		\$453,136.00
Revised Total Project Amount:		\$399,663.00
Retention Amount:		\$19,983.15

The change order resulted in a net decrease of \$53,473.00 to the construction cost and no days added to the contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on May 30, 2024.

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Kamal Israil, DSA Inspector of Record; Bob Lavey, Architect; Hung Truong, Construction Manager; Beverly Beemer, Director, Planning; and Gregory Stachura, Assistant Superintendent, Facilities, Planning and Operations.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve School II - New Construction, BP 11-01.

FISCAL IMPACT

(\$53,473.00) to Measure G Fund 21.

NE:GJS:cb



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

CHANGE ORDER

Facilities & Planning
OCT 15 PM 3:12

Date: 09/30/24 BID/ CUPCCAA #: 22-23-08F ✓ Change Order #: 001 ✓

Project Title: Preserve II School – New Construction

Owner: Chino Valley Unified School District DSA Application #: 04-120512 DSA File #: 36-11

Architect: PBK Contractor: Kitcor Corporation (BP 11-01) ✓

P.O. 250837

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

ITEM NO. 1:	Description:	Reconcile Unused Contract Allowances
	Reason:	Credit back the unused contract allowances.
	Document Ref:	Change Order Request P-017 (PCO #P-282)
	Requested by:	District
	Change in Contract Sum:	(\$53,473.00) / DEDUCT ✓
	Time Extension:	0

CONTRACT SUMMARY

The original contract amount was:	<u>\$453,136.00</u> ✓
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be decreased by this Change Order:	<u>(\$53,473.00)</u> ✓
The new contract amount including this change order will be:	<u>\$399,663.00</u> ✓

The original contract completion date: 05/30/2024

The contract time will be increased/decreased by days: 0 days

The date of completion as a result of this Change Order is: 05/30/2024

APPROVED BY:

DocuSigned by:

Kent Kitchen

10BA082F809D43D

Contractor – Kitcor Inc.

Kent Kitchen

Signature

10/07/2024 | 14:45 PDT

Date

Kamal Israil
TYR Inc.

DSA Inspector of Record (if applicable)

KAMAL ISRAIL

Signature

10/08/2024 | 07:38 PDT

Date

10/10/2024 | 13:38 PDT

Signature

Date _____

Hung Truong
CW Driver

10/08/2024 | 11:24 PDT

Signature

Date _____

Authorized Department Head (if applicable)

Signature

Date _____

Director, Technology (if applicable)

Signature

Date _____

CVUSD Project Manager

Signature

Date _____

Beverly Beemer

Director, Planning (if applicable)

Signature

Date _____

Greg Stachura

Owner (Authorized Agent)

Signature

Date _____

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: November 21, 2024

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. 22-23-08F, PRESERVE II SCHOOL – NEW CONSTRUCTION,
BP 23-01**

=====

BACKGROUND

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

Change Order	Contractor	Amount
1	West Tech Mechanical, Inc.	(\$56,808.00)
	Bid Amount:	\$3,260,000.00
	Revised Total Project Amount:	\$3,203,129.00
	Retention Amount:	\$160,159.60

The change order resulted in a net decrease of \$56,808.00 to the construction cost and no days added to the contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on May 30, 2024.

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Kamal Israil, DSA Inspector of Record; Bob Lavey, Architect; Hung Truong, Construction Manager; Beverly Beemer, Director, Planning; and Gregory Stachura, Assistant Superintendent, Facilities, Planning and Operations.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve School II - New Construction, BP 23-01.

FISCAL IMPACT

(\$56,808.00) to Measure G Fund 21.

NE:GJS:cb



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

CHANGE ORDER

Date: 10/31/2024 BID/ CUPCCAA #: 22-23-08F Change Order #: 001
 Project Title: Preserve II School – New Construction
 Owner: Chino Valley Unified School District DSA Application #: 04-120512 DSA File #: 36-11
 Architect: PBK Contractor: West Tech Mechanical Inc. (BP 23-01)

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

ITEM NO. 1:	Description:	Reconcile Unused Contract Allowances
	Reason:	Credit back the unused contract allowances.
	Document Ref:	Change Order Request P-029 (PCO #P-282)
	Requested by:	District
	Change in Contract Sum:	(\$56,808.00) / DEDUCT
	Time Extension:	0

CONTRACT SUMMARY

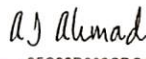
The original contract amount was:	<u>\$3,260,000.00</u>
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be reduced by this Change Order:	<u>(\$56,808.00)</u>
The new contract amount including this change order will be:	<u>\$3,203,192.00</u>

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

APPROVED BY:

AJ Ahmad

Contractor – West Tech Mechanical Inc.

DocuSigned by:

 Signature 95C92D302CDD422...

11/04/2024 | 10:38 PST

Date

Kamal Israil
TYR Inc.

DSA Inspector of Record (if applicable)

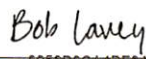
DocuSigned by:
KAMAL ISRAIL
 Signature A85D347C199F461...

11/04/2024 | 12:25 PST

Date

Bob Lavey
PBK

Architect / Engineer (if applicable)


Signed by:

Signature 8953B2CA4BF6419...

11/04/2024 | 14:38 PST

Date

Hung Truong
CW Driver

Construction/Project Manager

DocuSigned by:

Signature DB919CAG3A0446B...

11/04/2024 | 10:48 PST

Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

CVUSD Project Manager

Signature

Date

Beverly Beemer


Director, Planning (if applicable)


Signature

11/5/24
Date

Greg Stachura

Owner (Authorized Agent)


Signature

11/5/24
Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: November 21, 2024

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. 22-23-08F, PRESERVE II SCHOOL – NEW CONSTRUCTION,
BP 26-01**

=====

BACKGROUND

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

Change Order	Contractor	Amount
2	Rancho Pacific Electric Construction, Inc.	\$225,656.00
Previously Approved Change Orders:		\$229,318.00
Bid Amount:		\$6,558,400.00
Revised Total Project Amount:		\$7,013,374.00
Retention Amount:		\$350,668.70

The change order resulted in a net increase of \$225,656.00 to the construction cost and no days added to the contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on August 2, 2024.

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Kamal Israil, DSA Inspector of Record; Bob Lavey, Architect; Hung Truong, Construction Manager; Beverly Beemer, Director, Planning; and Gregory Stachura, Assistant Superintendent, Facilities, Planning and Operations.

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

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

RECOMMENDATION

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

FISCAL IMPACT

\$225,656.00 to Measure G Fund 21.

NE:GJS:cb



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

CHANGE ORDER

FACILITIES & PLANNING
OCT 8 PM 4:22

Date: 09/18/24 BID/ CUPCCAA #: 22-23-08F ✓ Change Order #: 005 ✓
Project Title: Preserve II School – New Construction
Owner: Chino Valley Unified School District DSA Application #: 04-120512 DSA File #: 36-11
Architect: PBK Contractor: Rancho Pacific Electric Construction Inc. (BP 26-01) ✓
P.O. 250832

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: Reason:	Temporary Generator for Site Provide temporary site generators to facilitate HVAC, electrical and plumbing equipment startup due to SCE's delay with providing a final design which in turn delayed SCE's ability to energize and providing permanent power to the school site. SCE energized the school site on 5/24/24. This change order includes delivery, rental, servicing and fuel charges. (RPE COR #63R2, 072R1)
	Document Ref:	Change Order Request P-014 (PCO #P-155)
	Requested by:	District
	Change in Contract Sum:	\$216,630.00 / ADD ✓
	Time Extension:	0
ITEM NO. 2:	Description: Reason:	RFI#514 Added Hand Dryers in Kindergarten and Health Office Provide power to added hand dryers in the Kitchen and Health office pursuant to RFI #514 response. Plans originally provided for paper towel dispenser/waste receptacle combos in these single use restrooms. Per District's request, these units were to be replaced with hand dryers which required power to each unit. (RPE COR #66)
	Document Ref:	Change Order Request P-015 (PCO #P-179)
	Requested by:	District
	Change in Contract Sum:	\$19,882.00 / ADD ✓
	Time Extension:	0
ITEM NO. 3:	Description: Reason:	Reconcile Unused Contract Allowances Credit back the unused unforeseen conditions allowance.
	Document Ref:	Change Order Request P-018 (PCO #P-282)
	Requested by:	District
	Change in Contract Sum:	(\$10,856.00) / DEDUCT ✓
	Time Extension:	0

CONTRACT SUMMARY

The original contract amount was:	<u>\$6,558,400.00</u> ✓
Previously approved change order amount(s):	<u>\$229,318.00</u> ✓

The contract amount will be **increased** by this Change Order:

\$225,656.00 ✓

The new contract amount including this change order will be:

\$7,013,374.00 ✓

The original contract completion date:

05/30/2024

The contract time will be increased/decreased by days:

0 days

The date of completion as a result of this Change Order is:

05/30/2024

APPROVED BY:

Stephen Robinson

DocuSigned by:

Stephen Robinson

2448FDE4D580420...

09/24/2024 | 09:14 PDT

Contractor – Rancho Pacific Electric
Construction Inc..

Signature

Date

Kamal Israil
TYR Inc.

DocuSigned by:

KAMAL ISRAIL

A85D347C199F461...

09/24/2024 | 09:35 PDT

DSA Inspector of Record (if applicable)

Signature

Date

Bob Lavey
PBK

Signed by:

Bob Lavey

8953B2CA4BF6419...

09/24/2024 | 15:05 PDT

Architect / Engineer (if applicable)

Signature

Date

Hung Truong
CW Driver

DocuSigned by:

Hung Truong

DB919CAC3A0446B...

09/18/2024 | 14:59 PDT

Construction/Project Manager

Signature

Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

CVUSD Project Manager

Signature

Date

Beverly Beemer

Director, Planning (if applicable)

Signature

Date

10/11/24

Greg Stachura

Owner (Authorized Agent)

Signature

Date

10/11/24

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: November 21, 2024

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. 22-23-22F, ANNA BORBA ES, MARSHALL ES, AND WALNUT ES, ADMINISTRATION RELOCATIONS - GROUP A, BP-03

BACKGROUND

On May 18, 2023, the Board of Education awarded Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations – Group A, BP-03, to Inland Building Construction, Companies, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
2-Anna Borba ES	Inland Building Construction, Companies, Inc.	\$17,449.13
	Previously Approved Change Orders:	\$67,477.57
	Bid Amount:	\$675,300.00
	Revised Total Project Amount:	\$760,226.70
	Retention Amount:	\$38,011.34

Change Order	Contractor	Amount
2-Marshall ES	Inland Building Construction, Companies, Inc.	\$44,126.94
	Previously Approved Change Orders:	\$21,842.11
	Bid Amount:	\$621,200.00
	Revised Total Project Amount:	\$687,169.05
	Retention Amount:	\$34,358.45

Change Order	Contractor	Amount
1-Walnut ES	Inland Building Construction, Companies, Inc.	\$44,669.92
	Bid Amount:	\$678,900.00
	Revised Total Project Amount:	\$723,569.92
	Retention Amount:	\$36,178.50

The change order resulted in a net increase of \$106,245.99 to the construction cost and 45 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 August 30, 2024.

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Sai Mavillapalli, Inland Building Construction Cos, Inc; Kamal Israil, DSA Inspector; Nicolas Garcia, Architect; Jeff Nicholson, Project Manager; Sam Sousa, Construction Coordinator; 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 for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations – Group A, BP-03.

FISCAL IMPACT

\$106,245.99 to Measure G Building Fund 21.

NE:GJS:cb



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

CHANGE ORDER

Date: October 28, 2024 BID/ CUPCCAA #: 22-23-22F BP 03 Change Order #: 02
 Project Title: Administration Relocations – Group A
 Owner: Chino Valley Unified School District DSA Application #: 04-121725(AB) \ 121726(M) \ 121727 (WA) DSA File #: 36-11
 Architect: HMC Architects Contractor: Inland Building Construction Cos., Inc.
BPO3

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: Reason: Document Ref: Requested by: Change in Contract Sum: Time Extension:	Anna Borba ES – Cat 03 Premium Cost Accelerate completion of scope of work PCO # 007 CVUSD \$17,449.13 0 days
ITEM NO. 2:	Description: Reason: Document Ref: Requested by: Change in Contract Sum: Time Extension:	Marshall ES – CCD 005, Cat 03 Premium Cost Revised canopy footing, and accelerate completion of scope PCO # 004-006 Architect / CCD / CVUSD \$44,126.94 0 days
ITEM NO. 3:	Description: Reason: Document Ref: Requested by: Change in Contract Sum: Time Extension:	Walnut Ave ES – CCD 009, Cat 03 Premium Cost Added rebar, revised sewer and storm drain, additional soil import, revised canopy footing, and accelerate completion of scope PCO # 001-004, 006 Architect / CCD / CVUSD \$44,669.92 0 days
ITEM NO. 4:	Description: Reason: Document Ref: Requested by: Change in Contract Sum: Time Extension:	

PROJECT SUMMARY

Location	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Anna Borba ES	\$675,300.00	\$67,477.57	\$17,449.13	\$760,226.70
Marshall ES	\$621,200.00	\$21,842.11	\$44,126.94	\$687,169.05
Walnut Ave ES	\$678,900.00	\$0	\$44,669.92	\$723,569.92
Totals:	\$1,975,400.00	\$89,319.68	\$106,245.99	\$2,170,965.67

CONTRACT SUMMARY

The original contract amount was:	\$1,975,400.00
Previously approved change order amount(s):	\$89,319.68
The contract amount will be increased/decreased by this Change Order:	\$106,245.99
The new contract amount including this change order will be:	\$2,170,965.67
The original contract completion date was:	07/16/2024
Previously approved Change Order for contract time:	45 days
The contract time will be increased by this Change Order:	0 days
The date of completion as a result of this Change Order is:	08/30/2024

APPROVED BY:

Sai Mavillapalli, Inland Building Construction Cos., Inc.
Contractor

DocuSigned by:
Sai Mavillapalli
378D16DBFD484C0
Signature
Date
10/31/2024

Kamal Israil, TYR, Inc.
DSA Inspector of Record (if applicable)

DocuSigned by:
KAMAL ISRIL
A85D347C199F401...
Signature
Date
10/31/2024

Nicolas Garcia, HMC Architects, Inc.
Architect / Engineer (if applicable)

DocuSigned by:
Nicolas Garcia
2861CF824EC34E3...
Signature
Date
10/31/2024

Jeff Nicholson, Neff Construction, Inc.
Construction / Project Manager

DocuSigned by:
Jeff Nicholson
EB8A3447A1AC416...
Signature
Date
10/31/2024

Authorized Department Head (if applicable)

Signature
Date

Director, Technology (if applicable)

Signature
Date

Sam Sousa, Construction Coordinator
CVUSD Project Manager

Sam Sousa
Signature
Date
10/31/24

N/A

Director, Maintenance & Operations (if applicable)

Signature
Date
10/31/24

Beverly Beemer

Director, Planning (if applicable)

Beverly Beemer
Signature
Date
10/31/24

Greg Stachura, Assist Superintendent - Facilities
Owner (Authorized Agent)

Greg Stachura
Signature
Date
10/31/24

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: November 21, 2024

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. 22-23-22F, ANNA BORBA ES, MARSHALL ES, AND
WALNUT ES, ADMINISTRATION RELOCATIONS - GROUP A, BP-07**

BACKGROUND

On May 18, 2023, the Board of Education awarded Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations – Group A, BP-07, to Sierra Lathing Company, 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-Anna Borba ES	Sierra Lathing Company, Inc.	(\$21,584.16)
	Bid Amount:	\$310,512.03
	Revised Total Project Amount:	\$288,927.87
	Retention Amount:	\$14,446.39

Change Order	Contractor	Amount
1-Marshall ES	Sierra Lathing Company, Inc.	(\$23,480.82)
	Bid Amount:	\$314,567.98
	Revised Total Project Amount:	\$291,087.16
	Retention Amount:	\$14,554.36

Change Order	Contractor	Amount
1-Walnut ES	Sierra Lathing Company, Inc.	(\$25,515.39)
	Bid Amount:	\$314,567.98
	Revised Total Project Amount:	\$289,052.59
	Retention Amount:	\$14,452.63

The change order resulted in a net decrease of \$70,580.37 to the construction cost and 45 days added to the contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on August 30, 2024.

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Dustin Dove, Contractor; Kamal Israil, DSA Inspector; Nicolas Garcia, Architect; Jeff Nicholson, Project Manager; Sam Sousa, Construction Coordinator; Beverly Beemer, Director, Planning; and Gregory Stachura, Assistant Superintendent, Facilities, Planning and Operations.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations – Group A, BP-07.

FISCAL IMPACT

(\$70,580.37) to Measure G Building Fund 21.

NE:GJS:cb



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

CHANGE ORDER

Date: October 28, 2024 BID/ CUPCCAA #: 22-23-22F BP 07 Change Order #: 01

Project Title: Administration Relocations – Group A

Owner: Chino Valley Unified School District DSA Application #: 04-121725(AB) \ 121726(M) \ 121727 (WA) DSA File #: 36-11

Architect: HMC Architects Contractor: Sierra Lathing Company, Inc.

BP 07

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: | Anna Borba ES – CCD, RFI 076, Contract Reconciliation |
| | Reason: | Replace exterior fiber panels, Add access panels, provide eisenwall, and provide credit for unused allowance |
| | Document Ref: | PCO # 001-003 |
| | Requested by: | Architect / CCD / CVUSD |
| | Change in Contract Sum: | (\$21,584.16) |
| | Time Extension: | 45 days |
| | | |
| ITEM
NO. 2: | Description: | Marshall ES – CCD 003, RFI 022, RFI 076, Contract Reconciliation |
| | Reason: | Replace exterior fiber panels, revised canopy finish, add access panel, and provide credit for unused allowance |
| | Document Ref: | PCO # 001-003 |
| | Requested by: | Architect / CCD / CVUSD |
| | Change in Contract Sum: | (\$23,480.82) |
| | Time Extension: | 45 days |
| | | |
| ITEM
NO. 3: | Description: | Walnut Ave ES – CCD 009, RFI 022, Contract Reconciliation |
| | Reason: | Replace exterior fiber panels, revised canopy finish, and provide credit for unused allowance |
| | Document Ref: | PCO # 001-002 |
| | Requested by: | Architect / CCD / CVUSD |
| | Change in Contract Sum: | (\$25,515.39) |
| | Time Extension: | 45 days |
| | | |
| ITEM
NO. 4: | Description: | |
| | Reason: | |
| | Document Ref: | |
| | Requested by: | |
| | Change in Contract Sum: | |
| | Time Extension: | |

PROJECT SUMMARY

Location	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Anna Borba ES	\$310,512.04	\$0	(\$21,584.16)	\$288,927.88
Marshall ES	\$314,567.98	\$0	(\$23,480.82)	\$291,087.16
Walnut Ave ES	\$314,567.98	\$0	(\$25,515.39)	\$289,052.59
Totals:	\$939,648.00	\$0	(\$70,580.37)	\$869,067.63

CONTRACT SUMMARY

The original contract amount was: \$939,648.00

Previously approved change order amount(s): \$0

The contract amount will be ~~increased~~/**decreased** by this Change Order: (\$70,580.37)

The new contract amount including this change order will be: \$869,067.63

The original contract completion date was: 07/16/2024

Previously approved Change Order for contract time: 0 days

The contract time will be increased by this Change Order: 45 days

The date of completion as a result of this Change Order is: 08/30/2024

APPROVED BY:

Dustin Dove, Sierra Lathing Company, Inc.

Contractor

Kamal Israil, TYR, Inc.

DSA Inspector of Record (if applicable)

Nicolas Garcia, HMC Architects, Inc.

Architect / Engineer (if applicable)

Jeff Nicholson, Neff Construction, Inc.

Construction / Project Manager

Authorized Department Head (if applicable)

Director, Technology (if applicable)

Sam Sousa, Construction Coordinator

CVUSD Project Manager

N/A

Director, Maintenance & Operations (if applicable)

Beverly Beemer

Director, Planning (if applicable)

Greg Stachura, Assist Superintendent - Facilities

Owner (Authorized Agent)

DocuSigned by:

Dustin Dove

362AA304EE0C483...

10/30/2024

Signature

DocuSigned by:

KAMAL ISRAIL

A85D347C199F461...

DocuSigned by:

Nicolas Garcia

2861CF824EC34E3...

DocuSigned by:

Jeff Nicholson

EB8A3447A1AC416...

Date

10/31/2024

Signature

Date

10/31/2024

Signature

Date

10/31/2024

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Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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

DATE: November 21, 2024

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. 22-23-22F, ANNA BORBA ES, MARSHALL ES, AND
WALNUT ES, ADMINISTRATION RELOCATIONS - GROUP A, BP-08**

=====

BACKGROUND

On May 18, 2023, the Board of Education awarded Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations – Group A, BP-08, to David M. Bertino Manufacturing, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1-Anna Borba ES	David M. Bertino Manufacturing, Inc.	(\$3,108.33)
	Bid Amount:	\$113,125.00
	Revised Total Project Amount:	\$110,016.67
	Retention Amount:	\$5,500.83

Change Order	Contractor	Amount
1-Marshall ES	David M. Bertino Manufacturing, Inc.	(\$3,108.33)
	Bid Amount:	\$113,125.00
	Revised Total Project Amount:	\$110,016.67
	Retention Amount:	\$5,500.83

Change Order	Contractor	Amount
1-Walnut ES	David M. Bertino Manufacturing, Inc.	(\$3,108.34)
	Bid Amount:	\$113,125.00
	Revised Total Project Amount:	\$110,016.66
	Retention Amount:	\$5,500.83

The change order resulted in a net decrease of \$9,325.00 to the construction cost and 45 days added to the contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on August 30, 2024.

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Shawna Bertino, David M Bertino Manufacturing, Inc., Contractor; Kamal Israil, DSA Inspector; Nicolas Garcia, Architect; Tom Wertanen, Project Manager; Sam Sousa, Construction Coordinator; Beverly Beemer, Director, Planning; and Gregory Stachura, Assistant Superintendent, Facilities, Planning and Operations.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations – Group A, BP-08.

FISCAL IMPACT

(\$9,325.00) to Measure G Building Fund 21.

NE:GJS:cb



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

CHANGE ORDER

Date: October 28, 2024 BID/ CUPCCAA #: 22-23-22F BP 08 Change Order #: 01
 Project Title: Administration Relocations – Group A
 Owner: Chino Valley Unified School District DSA Application #: 04-121725(AB) \ 121726(M) \ 121727 (WA) DSA File #: 36-11
 Architect: HMC Architects Contractor: David M. Bertino Manufacturing, Inc.
BP 08

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:	Anna Borba ES – Contract Reconciliation
	Reason:	Revised gate hinges per RFI 115, credit unused allowance, and time extension
	Document Ref:	PCO # 001
	Requested by:	Architect / RFI / CVUSD
	Change in Contract Sum:	(\$3,108.33)
	Time Extension:	45 days
ITEM NO. 2:	Description:	Marshall ES – Contract Reconciliation
	Reason:	Revised gate hinges per RFI 115, credit unused allowance, and time extension
	Document Ref:	PCO # 001
	Requested by:	Architect / RFI / CVUSD
	Change in Contract Sum:	(\$3,108.33)
	Time Extension:	45 days
ITEM NO. 3:	Description:	Walnut Ave ES – Contract Reconciliation
	Reason:	Revised gate hinges per RFI 115, credit unused allowance, and time extension
	Document Ref:	PCO # 001
	Requested by:	Architect / RFI / CVUSD
	Change in Contract Sum:	(\$3,108.34)
	Time Extension:	45 days
ITEM NO. 4:	Description:	
	Reason:	
	Document Ref:	
	Requested by:	
	Change in Contract Sum:	
	Time Extension:	

PROJECT SUMMARY

Location	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Anna Borba ES	\$113,125.00	\$0	(\$3,108.33)	\$110,016.67
Marshall ES	\$113,125.00	\$0	(\$3,108.33)	\$110,016.67
Walnut Ave ES	\$113,125.00	\$0	(\$3,108.34)	\$110,016.66
Totals:	\$339,375.00	\$0	(\$9,325.00)	\$330,050.00

CONTRACT SUMMARY

The original contract amount was: \$339,375.00

Previously approved change order amount(s): \$0

The contract amount will be ~~increased~~/**decreased** by this Change Order: (\$9,325.00)

The new contract amount including this change order will be: \$330,050.00

The original contract completion date was: 07/16/2024

Previously approved Change Order for contract time: 0 days

The contract time will be increased by this Change Order: 45 days

The date of completion as a result of this Change Order is: 08/30/2024

DS
SA

APPROVED BY:

Shawna Bertino, David M. Bertino Manufacturing, Inc.
Contractor

Kamal Israil, TYR, Inc.

DSA Inspector of Record (if applicable)

Nicolas Garcia, HMC Architects, Inc.

Architect / Engineer (if applicable)

Jeff Nicholson, Neff Construction, Inc.

Construction / Project Manager

Authorized Department Head (if applicable)

Director, Technology (if applicable)

Sam Sousa, Construction Coordinator

CVUSD Project Manager

N/A

Director, Maintenance & Operations (if applicable)

Beverly Beemer

Director, Planning (if applicable)

Greg Stachura, Assist Superintendent - Facilities

Owner (Authorized Agent)

DocuSigned by: <i>Shawna Bertino</i> FCF09D46EF5D407	10/31/2024
Signature	Date
DocuSigned by: KAMAL ISRAIL A86D347C109F481	10/31/2024
Signature	Date
DocuSigned by: <i>Nicolas Garcia</i> 3881CF934EC31E3	10/31/2024
Signature	Date
DocuSigned by: <i>Jeff Nicholson</i> EB8A3M47A1AC416	10/31/2024
Signature	Date
Signature	Date
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CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: November 21, 2024

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. 22-23-22F, ANNA BORBA ES, MARSHALL ES, AND WALNUT ES, ADMINISTRATION RELOCATIONS - GROUP A, BP-12

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BACKGROUND

On May 18, 2023, the Board of Education awarded Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations – Group A, BP-12, to Inland Pacific Tile, Inc.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
\$65,200.00	45 Days	\$65,200.00	\$3,260.00

The change order resulted in 45 days added to the contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on August 30, 2024.

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Richard Jacobs, Contractor; Kamal Israil, DSA Inspector; Nicolas Garcia, Architect; Jeff Nicholson, Project Manager; Sam Sousa, Construction Coordinator; Beverly Beemer, Director, Planning; and Gregory Stachura, Assistant Superintendent, Facilities, Planning and Operations.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations – Group A, BP-12.

FISCAL IMPACT

None.

NE:GJS:cb



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

CHANGE ORDER

Date: 9/6/2024 BID/ CUPCCAA #: 22-23-22F Change Order #: 1
 Project Title: Administration Relocations – Group A
 Owner: Chino Valley Unified School District DSA Application #: 04-121725(AB) \ 121726(M) \ 121727(WA) DSA File #: 36-11
 Architect: HMC Architects Contractor: Inland Pacific Tile, 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: Anna Borba ES (A#04-121725)
 Reason: Time extension
 Document Ref: N/A
 Requested by: CVUSD
 Change in Contract Sum: N/A
 Time Extension: 45 days

ITEM NO. 2: Description: Marshall ES (A# 04-121726)
 Reason: Time extension
 Document Ref: N/A
 Requested by: CVUSD
 Change in Contract Sum: N/A
 Time Extension: 45 days

ITEM NO. 3: Description: Walnut Ave ES (A# 04-121727)
 Reason: Time extension
 Document Ref: N/A
 Requested by: CVUSD
 Change in Contract Sum: N/A
 Time Extension: 45 days

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

PROJECT SUMMARY

Location	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Anna Borba ES	\$21,733.00	\$0	\$0	\$21,733.00
Marshall ES	\$21,733.00	\$0	\$0	\$21,733.00
Walnut Ave ES	\$21,734.00	\$0	\$0	\$21,734.00
Totals:	\$65,200.00	\$0	\$0	\$65,200.00

CONTRACT SUMMARY

The original contract amount was: \$65,200.00

Previously approved change order amount(s): \$0

The contract amount will be increased/decreased by this Change Order: \$0

The new contract amount including this change order will be: \$65,200.00

The original contract completion date was: 07/16/2024

Previously approved Change Order for contract time: 0 days

The contract time will be increased by this Change Order: 45 days

The date of completion as a result of this Change Order is: 08/30/2024

APPROVED BY:

Richard Jacobs, Inland Pacific Tile, Inc.

Contractor

Kamal Israil, TYR, Inc.

DSA Inspector of Record (if applicable)

Nicolas Garcia, HMC Architects, Inc

Architect / Engineer (if applicable)

Jeff Nicholson, Neff Construction, Inc.

Construction / Project Manager

Authorized Department Head (if applicable)

Director, Technology (if applicable)

Sam Sousa, Construction Coordinator

CVUSD Project Manager

N/A

Director, Maintenance & Operations (if applicable)

Beverly Beemer

Director, Planning (if applicable)

Greg Stachura, Assist Superintendent - Facilities

Owner (Authorized Agent)

DocuSigned by:

Richard Jacobs

11/1/2024

Signature

551252E19EB2460...

DocuSigned by:

KAMAL ISRIL

Date

11/1/2024

Signature

28510F824EC34E3...

DocuSigned by:

Nicolas Garcia

Date

11/3/2024

Signature

28510F824EC34E3...

DocuSigned by:

Jeff Nicholson

Date

11/1/2024

Signature

551252E19EB2460...

DocuSigned by:

Jeff Nicholson

Date

11/1/2024

Signature

551252E19EB2460...

DocuSigned by:

Jeff Nicholson

Date

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Jeff Nicholson

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Jeff Nicholson

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551252E19EB2460...

DocuSigned by:

Jeff Nicholson

Date

11/1/2024

Signature

551252E19EB2460...

DocuSigned by:

Jeff Nicholson

Date

11/1/2024

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: November 21, 2024

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. 22-23-22F, ANNA BORBA ES, MARSHALL ES, AND
WALNUT ES, ADMINISTRATION RELOCATIONS - GROUP A, BP-15**

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BACKGROUND

On May 18, 2023, the Board of Education awarded Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations – Group A, BP-15, to Western Painting and Wallcovering, 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-Anna Borba ES	Western Painting and Wallcovering, Inc.	\$298.83
	Bid Amount:	\$59,500.00
	Revised Total Project Amount:	\$59,798.83
	Retention Amount:	\$2,989.94

Change Order	Contractor	Amount
1-Marshall ES	Western Painting and Wallcovering, Inc.	\$183.37
	Bid Amount:	\$59,500.00
	Revised Total Project Amount:	\$59,683.36
	Retention Amount:	\$2,984.17

Change Order	Contractor	Amount
1-Walnut ES	Western Painting and Wallcovering, Inc.	\$183.37
	Bid Amount:	\$59,500.00
	Revised Total Project Amount:	\$59,683.37
	Retention Amount:	\$2,984.17

The change order resulted in a net increase of \$665.57 to the construction cost and 45 days added to the contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on August 30, 2024.

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Edward Wong, Contractor; Kamal Israil, DSA Inspector; Nicolas Garcia, Architect; Jeff Nicholson, Project Manager; Sam Sousa, Construction Coordinator; Beverly Beemer, Director, Planning; and Gregory Stachura, Assistant Superintendent, Facilities, Planning and Operations.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations – Group A, BP-15.

FISCAL IMPACT

\$665.57 to Measure G Building Fund 21.

NE:GJS:cb



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

CHANGE ORDER

Date: October 28, 2024 BID/ CUPCCAA #: 22-23-22F BP 15 Change Order #: 01
 Project Title: Administration Relocations – Group A
 Owner: Chino Valley Unified School District DSA Application #: 04-121725(AB) \ 121726(M) \ 121727 (WA) DSA File #: 36-11
 Architect: HMC Architects Contractor: Western Painting and Wallcovering, Inc.

BP 15

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:
Reason:
Document Ref:
Requested by:
Change in Contract Sum:
Time Extension: | Anna Borba ES – CCD, Contract Reconciliation
Additional paint required per CCD changes, added doors, premium time needed, and extension of time
PCO # 001-006
Architect / CCD / CVUSD
\$298.83
45 days |
| ITEM
NO. 2: | Description:
Reason:
Document Ref:
Requested by:
Change in Contract Sum:
Time Extension: | Marshall ES – CCD, Contract Reconciliation
Additional paint required per CCD changes, revised canopy finish, interior revisions, and extension of time
PCO # 001-004
Architect / CCD / CVUSD
\$183.36
45 days |
| ITEM
NO. 3: | Description:
Reason:
Document Ref:
Requested by:
Change in Contract Sum:
Time Extension: | Walnut Ave ES – CCD 009, RFI 022, Contract Reconciliation
Additional paint required per CCD changes, revised canopy finish, interior revisions, and extension of time
PCO # 001-004
Architect / CCD / CVUSD
\$183.37
45 days |
| ITEM
NO. 4: | Description:
Reason:
Document Ref:
Requested by:
Change in Contract Sum:
Time Extension: | |

PROJECT SUMMARY

Location	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Anna Borba ES	\$59,500.00	\$0	\$298.83	\$59,798.83
Marshall ES	\$59,500.00	\$0	\$183.37	\$59,683.37
Walnut Ave ES	\$59,500.00	\$0	\$183.37	\$59,683.37
Totals:	\$178,500.00	\$0	\$665.57	\$179,165.57

CONTRACT SUMMARY

The original contract amount was: \$178,500.00

Previously approved change order amount(s): \$0

The contract amount will be **increased**/decreased by this Change Order: \$665.57

The new contract amount including this change order will be: \$179,165.57

The original contract completion date was: 07/16/2024

Previously approved Change Order for contract time: 0 days

The contract time will be increased by this Change Order: 45 days

The date of completion as a result of this Change Order is: 08/30/2024

APPROVED BY:

Edward Wong, Western Painting and Wallcovering Inc.
Contractor

Signature

DocuSigned by:
Edward Wong
8B75970234D7439...

10/30/2024

Kamal Israil, TYR, Inc.

Signature

DocuSigned by:
KAMAL ISRAIL
A85D347C199F401...

Date
10/31/2024

DSA Inspector of Record (if applicable)

Signature

DocuSigned by:
Nicolas Garcia
2861CF824EC34E3...

Date
10/31/2024

Nicolas Garcia, HMC Architects, Inc.

Architect / Engineer (if applicable)

Signature

DocuSigned by:
Jeff Nicholson
EB8A547A1A0416...

Date
10/31/2024

Jeff Nicholson, Neff Construction, Inc.

Construction / Project Manager

Signature

Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Sam Sousa, Construction Coordinator

CVUSD Project Manager

Signature

Date

N/A

Director, Maintenance & Operations (if applicable)

Signature

Date

Beverly Beemer

Director, Planning (if applicable)

Signature

Date

Greg Stachura, Assist Superintendent - Facilities

Owner (Authorized Agent)

Signature

Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: November 21, 2024

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. 22-23-22F, ANNA BORBA ES, MARSHALL ES, AND
WALNUT ES, ADMINISTRATION RELOCATIONS - GROUP A, BP-16**

BACKGROUND

On May 18, 2023, the Board of Education awarded Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations – Group A, BP-16, to Dalke & Sons Construction, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1-Anna Borba ES	Dalke & Sons Construction, Inc.	(\$28,080.80)
	Bid Amount:	\$331,500.00
	Revised Total Project Amount:	\$303,419.20
	Retention Amount:	\$15,170.96

Change Order	Contractor	Amount
1-Marshall ES	Dalke & Sons Construction, Inc.	(\$24,426.80)
	Bid Amount:	\$312,500.00
	Revised Total Project Amount:	\$288,073.20
	Retention Amount:	\$14,403.66

Change Order	Contractor	Amount
1-Walnut ES	Dalke & Sons Construction, Inc.	\$1,422.33
	Bid Amount:	\$320,890.00
	Revised Total Project Amount:	\$322,312.33
	Retention Amount:	\$16,115.62

The change order resulted in a net decrease of \$51,085.27 to the construction cost and 45 days added to the contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on August 30, 2024.

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: April Root, Contractor; Kamal Israil, DSA Inspector; Nicolas Garcia, Architect; Jeff Nicholson, Project Manager; Sam Sousa, Construction Coordinator; Beverly Beemer, Director, Planning; and Gregory Stachura, Assistant Superintendent, Facilities, Planning and Operations.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES, Administration Relocations – Group A, BP-16.

FISCAL IMPACT

(\$51,085.27) to Measure G Building Fund 21.

NE:GJS:cb



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

CHANGE ORDER

Date: October 29, 2024 BID/ CUPCCAA #: 22-23-22F BP 16 Change Order #: 01
 Project Title: Administration Relocations – Group A
 Owner: Chino Valley Unified School District DSA Application #: 04-121725(AB) \ 121726(M) \ 121727 (WA) DSA File #: 36-11
 Architect: HMC Architects Contractor: Dalke & Sons Construction, Inc. BP 16

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

- | | | |
|----------------|---|---|
| ITEM
NO. 1: | Description:
Reason:
Document Ref:
Requested by:
Change in Contract Sum:
Time Extension: | Anna Borba ES – Credits, Contract Reconciliation
Credit for the following as scope no longer needed: Track & curtain, graphics in Admin Offices, unused dumpsters, unused allowance, and extension of time
PCO # 001-003
CVUSD
(\$28,080.80)
45 days |
| ITEM
NO. 2: | Description:
Reason:
Document Ref:
Requested by:
Change in Contract Sum:
Time Extension: | Marshall ES – Credits, RFI 078, Contract Reconciliation
Credit for the following as scope no longer needed: Graphics in Admin Offices, unused dumpsters, unused allowance, Toilet Accessories per RFI 078, and extension of time
PCO # 001-002
Architect / CCD / CVUSD
(\$24,426.80)
45 days |
| ITEM
NO. 3: | Description:
Reason:
Document Ref:
Requested by:
Change in Contract Sum:
Time Extension: | Walnut Ave ES – Credit, RFI 103, Contract Reconciliation
Credit for the following as scope no longer needed: Graphics in Admin Offices, and dumpsters, revised parking lot per RFI 103, and extension of time
PCO # 001-002
Architect / CVUSD
\$1,422.33
45 days |
| ITEM
NO. 4: | Description:
Reason:
Document Ref:
Requested by:
Change in Contract Sum:
Time Extension: | |

PROJECT SUMMARY

Location	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Anna Borba ES	\$331,500.00	\$0	(\$28,080.80)	\$303,419.20
Marshall ES	\$312,500.00	\$0	(\$24,426.80)	\$288,073.20
Walnut Ave ES	\$320,890.00	\$0	\$1,422.33	\$322,312.33
Totals:	\$964,890.00	\$0	(\$51,085.27)	\$913,804.73

CONTRACT SUMMARY

The original contract amount was: \$964,890.00

Previously approved change order amount(s): \$0

The contract amount will be ~~increased~~/**decreased** by this Change Order: (\$51,085.27)

The new contract amount including this change order will be: \$913,804.73

The original contract completion date was: 07/16/2024

Previously approved Change Order for contract time: 0 days

The contract time will be increased by this Change Order: 45 days

The date of completion as a result of this Change Order is: 08/30/2024

APPROVED BY:

April Root, Dalke & Sons Construction, Inc.
Contractor

Kamal Israil, TYR, Inc.

DSA Inspector of Record (if applicable)

Nicolas Garcia, HMC Architects, Inc.

Architect / Engineer (if applicable)

Jeff Nicholson, Neff Construction, Inc.

Construction / Project Manager

Authorized Department Head (if applicable)

Director, Technology (if applicable)

Sam Sousa, Construction Coordinator

CVUSD Project Manager

N/A

Director, Maintenance & Operations (if applicable)

Beverly Beemer

Director, Planning (if applicable)

Greg Stachura, Assist Superintendent - Facilities

Owner (Authorized Agent)

DocuSigned by: <i>April Root</i> B6668F76C01F4DA...	Signature	10/31/2024
DocuSigned by: KAMAL ISRIL A85D347C199F481...	Signature	Date 10/31/2024
DocuSigned by: <i>Nicolas Garcia</i> 2861CF824EC34E3...	Signature	Date 10/31/2024
DocuSigned by: <i>Jeff Nicholson</i> EB8A3447A1AC416...	Signature	Date 10/31/2024
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	Signature	Date
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	Signature	Date 10/31/24
	Signature	Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: November 21, 2024

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. 23-24-04F, DISTRICTWIDE ROOFING REPLACEMENT
PROJECT**

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BACKGROUND

On December 14, 2023, the Board of Education awarded Bid No. 23-24-04F, Districtwide Roofing Replacement to San Marino Roof Co., Inc, Bligh Roof Co., Inc., and Letner Roofing Co., Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope.

The following change order has been reviewed and recommended for approval by District staff for Bligh Roof Co, Inc.

Change Order	Contractor	Amount
1	Bligh Roof Co, Inc.	(\$162,228.00)
	Bid Amount:	\$1,216,764.00
	Revised Total Project Amount:	\$1,054,536.00
	Retention Amount:	\$52,726.80

The change order resulted in a net decrease of \$162,228.00 to the construction cost and no days added to the contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work by Bligh Roof Co., Inc. was completed on August 13, 2024.

The following change order has been reviewed and recommended for approval by District staff for San Marino Roof Co., Inc.

Change Order	Contractor	Amount
1	San Marino Roof Co, Inc.	(\$101,134.31)
	Bid Amount:	\$1,619,558.00
	Revised Total Project Amount:	\$1,518,423.69
	Retention Amount:	\$75,921.18

The change order resulted in a net decrease of \$101,134.31 to the construction cost and no days added to the contract time. Approval of the change order allows for compensation

to the contractor to perform the additional work as described. All contracted work was completed by San Marino Roof Co., Inc. on September 5, 2024.

Construction is not complete for schools awarded to Letner Roofing Co., Inc. at this time.

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Alex Rivera, Project Manager; Tony Nequette, Director, Maintenance; and Gregory Stachura, Assistant Superintendent, Facilities, Planning and Operations.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid No. 23-24-04F, Districtwide Roofing Replacement Project.

FISCAL IMPACT

(\$263,362.31) to Measure G Fund 14.

NE:GJS:cb



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

CHANGE ORDER

Date: October 7, 2024 BID/ CUPCAA #: 23-24-04F Change Order #: 01
Project Title: District Wide Roofing Replacement Project
Owner: Chino Valley Unified School District DSA Application #: N/A DSA File #: N/A
Architect: N/A Contractor: Bligh Roof Co dba Bligh Pacific

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: Anna Borba ES – Deductive Change Order
Reason: Reduction of unused allowance funds.
Document Ref:
Requested by: Chino Valley USD and Bligh Roof Co dba Bligh Pacific
Change in Contract Sum: (\$35,000.00)
Time Extension: 0 Days

ITEM
NO. 2: Description: Chaparral ES – Deductive Change Order
Reason: Reduction of unused allowance funds.
Document Ref:
Requested by: Chino Valley USD and Bligh Roof Co dba Bligh Pacific
Change in Contract Sum: (\$35,000.00)
Time Extension: 0 Days

ITEM
NO. 3: Description: Country Springs ES – Deductive Change Order
Reason: Reduction of unused allowance funds.
Document Ref:
Requested by: Chino Valley USD and Bligh Roof Co dba Bligh Pacific
Change in Contract Sum: (\$25,888.00)
Time Extension: 0 Days

ITEM
NO. 4: Description: Rhodes ES – Deductive Change Order
Reason: Reduction of unused allowance funds.
Document Ref:
Requested by: Chino Valley USD and Bligh Roof Co dba Bligh Pacific
Change in Contract Sum: (\$35,000.00)
Time Extension: 0 Days

ITEM NO. 5: Description: Woodcrest JHS – Deductive Change Order
Reason: Reduction of unused allowance funds.
Document Ref:
Requested by: Chino Valley USD and Bligh Roof Co dba Bligh Pacific
Change in Contract Sum: (\$31,340.00)
Time Extension: 0 Days

PROJECT SUMMARY

Location	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Anna Borba ES	\$143,212.00	\$0.00	(\$35,000.00)	\$108,212.00
Chaparral ES	\$153,810.00	\$0.00	(\$35,000.00)	\$118,810.00
Country Springs ES	\$321,278.00	\$0.00	(\$25,888.00)	\$295,390.00
Rhodes ES	\$153,810.00	\$0.00	(\$35,000.00)	\$118,810.00
Woodcrest JHS	\$444,655.00	\$0.00	(\$31,340.00)	\$413,315.00
Totals:	\$1,216,765.00	\$0.00	(\$162,228.00)	\$1,054,537.00

CONTRACT SUMMARY

The original contract amount was: \$1,216,765.00

Previously approved change order amount(s): \$0.00

The contract amount will be **decreased** by this Change Order: (\$162,228.00)

The new contract amount including this change order will be: \$1,054,537.00

The original contract completion date was: XX/XX/XXXX

Previously approved Change Order for contract time: XX days

The contract time will be increased by this Change Order: XX days

The date of completion as a result of this Change Order is: XX/XX/XXXX

APPROVED BY:

Robert Bligh

Contractor – Bligh Roof Co dba Bligh Pacific

DSA Inspector of Record (if applicable)

Architect / Engineer (if applicable)

Construction / Project Manager

Robert Bligh

Digitally signed by Robert Bligh
DN: cn=Robert Bligh, o, ou,
email=rbligh@bligh.com, c=US
Date: 2024.10.07 12:00:33 -0700

Signature

10/7/24

Date

Signature

Date

Signature

Date

Signature

Date

_____ Authorized Department Head (if applicable)	_____ Signature	_____ Date
_____ Director, Technology (if applicable)	_____ Signature	_____ Date
Alex Rivera CVUSD Project Manager	_____ Signature	10-7-2024 Date
_____ Tony Nequette	_____ Signature	10/9/24 Date
Director, Maintenance & Operations (if applicable)	_____ Signature	_____ Date
_____ Director, Planning (if applicable)	_____ Signature	_____ Date
Greg Stachura	_____ Signature	10/30/24 Date
Owner (Authorized Agent)	_____ Signature	_____ Date



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

CHANGE ORDER

Date: October 7, 2024 BID/ CUPCCAA #: 23-24-04F Change Order #: 01
Project Title: District Wide Roofing Replacement Project
Owner: Chino Valley Unified School District DSA Application #: N/A DSA File #: N/A
Architect: N/A Contractor: San Marino Roof Co 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: Hidden Trails ES – Deductive Change Order
Reason: Reduction of unused allowance funds.
Document Ref:
Requested by: Chino Valley USD and San Marino Roof Co Inc
Change in Contract Sum: (\$35,000.00)
Time Extension: 0 Days

ITEM
NO. 2: Description: Ayala HS – Deductive Change Order
Reason: Reduction of unused allowance funds.
Document Ref:
Requested by: Chino Valley USD and San Marino Roof Co Inc
Change in Contract Sum: (\$31,134.31)
Time Extension: 0 Days

ITEM
NO. 3: Description: Adult School – Deductive Change Order
Reason: Reduction of unused allowance funds.
Document Ref:
Requested by: Chino Valley USD and San Marino Roof Co Inc
Change in Contract Sum: (\$35,000.00)
Time Extension: 0 Days

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

PROJECT SUMMARY

Location	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Dickson ES	\$988,607.00	\$0.00	\$0.00	\$988,607.00
Hidden Trails ES	\$82,204.00	\$0.00	(\$35,000.00)	\$47,204.00
Ayala HS	\$392,987.00	\$0.00	(\$31,134.31)	\$361,852.69
Adult School	\$155,760.00	\$0.00	(\$35,000.00)	\$120,760.00
Totals:	\$1,619,558.00	\$0.00	(\$101,134.31)	\$1,518,423.69

CONTRACT SUMMARY

The original contract amount was: \$1,619,558.00

Previously approved change order amount(s): \$0.00

The contract amount will be **decreased** by this Change Order: (\$101,134.31)

The new contract amount including this change order will be: \$1,518,423.69

The original contract completion date was: XX/XX/XXXX

Previously approved Change Order for contract time: XX days

The contract time will be increased by this Change Order: XX days

The date of completion as a result of this Change Order is: XX/XX/XXXX

APPROVED BY:

ANDY TOVEY, VICE PRESIDENT		10/07/2024
Contractor – San Marino Roof Co 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
Alex Rivera		10-7-2024
CVUSD Project Manager	Signature	Date
Tony Nequette		10/8/24
Director, Maintenance & Operations (if applicable)	Signature	Date
Director, Planning (if applicable)		10/30/24
Greg Stachura	Signature	Date
Owner (Authorized Agent)	Signature	Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: November 21, 2024

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Grace Park, Ed.D., Deputy Superintendent
Joseph Durkin, Director, Human Resources
Jaime Ortega, 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:JD:JO:jw

CERTIFICATED PERSONNEL

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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CERTIFICATED MANAGEMENT PERSONNEL FOR THE 2024/2025 SCHOOL YEAR**RESIGNATION**

BARNETT, Ashley	Principal	Woodcrest JHS	11/01/2024
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HIRED AT THE APPROPRIATE PLACEMENT ON THE CERTIFICATED SALARY SCHEDULE AND APPROPRIATE CREDENTIAL FOR THE 2024/2025 SCHOOL YEAR

ESTRADA, Adrien	Secondary Teacher	Ramona JHS	10/01/2024
URISTA, Jeremiah	Special Education Teacher	Chino Hills HS	11/22/2024
PEREZ, Jennifer	Special Education Teacher	Special Education	11/22/2024

RETIREMENT

MAY, Diane (11 years of service)	Special Education Teacher	Legacy Academy	12/01/2024
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ALTAMIRANO, Thomas (30 years of service)	Child Development Teacher	Health Services	12/01/2024
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RESIGNATION

RE, Raquel	Special Education Teacher	Chaparral ES	12/14/2024
SWEET, Dylan	Special Education Teacher	Don Lugo HS	11/22/2024
NEUNER, Jeremy	School Nurse Practitioner	Health Services	11/21/2024

LEAVE OF ABSENCE

FLETCHER, Tori	Elementary Teacher	Oak Ridge ES	11/07/2024 through 05/23/2025
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CARLS, Allison	Secondary Teacher	Townsend JHS	10/25/2024 through 05/23/2025
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PICKETT, Haley	High School Counselor	Ayala HS	10/28/2024 through 05/23/2025
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APPOINTMENT- EXTRA DUTY – DEPARTMENT CHAIR

FIANDACA, Tony	Dept. Chair APE	Special Education	08/05/2024
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CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>DELETE - EXTRA DUTY – DEPARTMENT CHAIR</u>			
MEHAFFIE, James	Dept. Chair Phys. Education	Ramona JHS	10/30/2024
BYRNE, Leslie	Dept. Chair APE	Special Education	08/05/2024
TOTAL:			\$1,523.00

APPOINTMENT – EXTRA DUTY - SPORTS

SANDERS, Marshall	Basketball (B)	Legacy K-8	11/22/2024
SANDERS, Marshall	Volleyball (B)	Legacy K-8	11/22/2024
AVILA, Bryce (NBM)	Wrestling (GF)	Ayala HS	11/22/2024
MILIAM BARLEYCON, Devine (NBM)	Dance (B)	Ayala HS	11/22/2024
CASTENEDA, Daniel (NBM)	Band (B)	Chino HS	11/22/2024
VILLELA, Luis (NBM)	Soccer (GF)	Chino HS	11/22/2024
NASH, Armon (NMB)	Football (B)	Chino Hills HS	11/22/2024
PIMENTEL, Eric (NBM)	Soccer (B)	Chino Hills HS	11/22/2024
WOLF, David (NBM)	Girls Water Polo (GF)	Don Lugo HS	11/22/2024
TOTAL:			\$ 24,455.00

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

BARNETT, Ashley

CLASSIFIED PERSONNEL

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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CLASSIFIED MANAGEMENT PERSONNEL FOR THE 2024/2025 SCHOOL YEAR**RETIREMENT**

SILVEIRA, Martin (31 years of service)	Director Maintenance/Operations (GF)	Maintenance	12/31/2024
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HIRED AT THE APPROPRIATE PLACEMENT ON THE CLASSIFIED SALARY SCHEDULE FOR THE 2024/2025 SCHOOL YEAR**APPOINTMENT**

HUANG, Angela	Paraprofessional II (SELPA/GF)	Country Springs ES	11/22/2024
EL HAFIANE, Amina	Playground Supervisor (GF)	Dickson ES	11/22/2024
NELSON, Blanca	Paraprofessional II (SELPA/GF)	Litel ES	11/22/2024
RIGHETTI, Ryan	Paraprofessional I (SELPA/GF)	Newman ES	11/22/2024
TATCHELL, Diane	Elementary Library/Media Assistant (C)	Newman ES	11/22/2024
FLORES, Claudia	Playground Supervisor (GF)	Rhodes ES	11/22/2024
AVITIA, Juanita	Playground Supervisor (GF)	Legacy K-8	11/22/2024
KOOT, Christa	Paraprofessional II (SELPA/GF)	Ayala HS	11/22/2024
MARQUEZ, Leopoldo	Security Person (GF)	Ayala HS	11/22/2024
ROSALES, Irma	Nutrition Services Professional (NS)	Chino HS	11/22/2024
BANUELOS, Aubrey	IA/Childhood Education (C)	Child Development	11/22/2024
MCINTOSH, Melissa	Licensed Vocational Nurse (C)	Health Services	11/22/2024
ORANTES, Drew	Groundsworker I (GF)	Maintenance	11/22/2024

PROMOTION

SHUE, Nicole	FROM: Paraprofessional I (GF) 5 hrs./181 work days TO: Typist Clerk II (GF) 8 hrs./201 work days	Dickson ES Newman ES	11/22/2024
VALENCIA, Yadira	FROM: Sch. Comm. Liaison-Bilingual (C) 4.5 hrs./201 work days From: Bilingual Typist Clerk I (C) 3.5 hrs./201 work days TO: Typist Clerk II (GF) 8 hrs./201 work days	Magnolia JHS Magnolia JHS	11/22/2024
BRADY, Savannah	FROM: Paraprofessional I (SELPA/GF) 5.0 hrs./181 work days TO: Account Clerk III (GF) 8 hrs./261 contract days	Alternative Ed. Business	11/22/2024

CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>PROMOTION</u> (cont.)			
REYES, Brian	FROM: Electronics Display Sys. Tech. (GF)	Maintenance	11/22/2024
	5.5 hrs./181 work days		
	TO: Lead Electronics Technician (GF)	Maintenance	
	8 hrs./261 contract days		

CHANGE OF ASSIGNMENT

HOLENDOR, Ambar	FROM: Paraprofessional II (SELPA/GF)	Eagle Canyon ES	11/22/2024
	6 hrs./ 181 work days		
	TO: Childcare Specialist (C)	Child Development	
	6 hrs./ 180 work days		
ROMERO, Julie	FROM: Playground Supervisor (GF)	Rolling Ridge ES	11/22/2024
	1.5 hrs./180 work days		
	TO: Nutrition Services Professional (NS)	Townsend JHS	
	3 hrs./181 work days		
LEAL, Ester	FROM: Playground Supervisor (GF)	Briggs K-8	11/22/2024
	1.75 hrs./180 work days		
	TO: Playground Supervisor (GF)	Briggs K-8	
	2.25 hrs./180 work days		
MARMOLEJO, Brandi	FROM: Nutrition Serv. Professional (NS)	Don Lugo HS	11/22/2024
	3 hrs./181 work days		
	TO: Nutrition Serv. Professional (NS)	Don Lugo HS	
	6.5 hrs./181 work days		
GUPTA, Kriti	FROM: Nutrition Serv. Mngr. Rover (NS)	Nutrition	11/22/2024
	6 hrs./ 181 work days		
	TO: Nutrition Services Manager I (NS)	Liberty ES	
	6 hrs./ 183 work days		

ADDITIONAL ASSIGNMENT

AGUILAR ROLON, Adriana	Nutrition Services Professional (NS)	Legacy K-8	11/22/2024
PRUDENCIO, Dennyse	Playground Supervisor (GF)	Magnolia JHS	11/22/2024

RESIGNATION

PHUA, Bernadette	Playground Supervisor (GF)	Butterfield ES	11/01/2024
MARTINEZ, Maria	Playground Supervisor (GF)	Marshall ES	12/18/2024
DELLA MARNA, Eric	Custodian I (GF)	Magnolia JHS	10/29/2024
ESSLINGER, Luke	Paraprofessional I (SELPA/GF)	Ramona JHS	10/11/2024

CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>RETIREMENT</u>			
NAVARETTE, Rebecca (8 years of service)	Paraprofessional II (SELPA/GF)	Special Education	12/02/2024
PAYNE, Debra (23 years of service)	Registrar (C)	Boys Republic	12/30/2024
RUIZ, Ramona (27 years of service)	Health Technician (C)	Don Lugo HS	12/30/2024
CHAN, Aura (10 years of service)	Nutrition Serv. Roving Mngr. Caterer/Central Kitchen Assist. (NS)	Nutrition	01/05/2025
MCCOY, Pamela (27 years of service)	Computer Operations Tech. II (GF)	Technology	10/18/2024

APPOINTMENT OF SHORT-TERM EMPLOYEES EFFECTIVE NOVEMBER 22, 2024, THROUGH JUNE 30, 2025

MANUEL, Kalilah Visual & Performing Arts Spec. (C) Liberty ES

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

COLE, Brian	HERRERA, Joseph	HERRING, Raylene
MELENDEZ, Eryca	QUIROS, Natalie	RAMIREZ, Elisa
RIVERA, Bertha	ROJAS, Joseph	

(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: November 21, 2024

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: STUDENT TEACHING AGREEMENT WITH LA SIERRA
UNIVERSITY AND ADDENDUM TO THE STUDENT TEACHING
AGREEMENT WITH WHITTIER COLLEGE**

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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 Student Teaching Agreement with La Sierra University. Additionally, the District has received an addendum to the Student Teaching Agreement with Whittier College to reflect the additional instruction standards for the preparation of teaching candidates and the corresponding literacy-related Teaching Performance Expectations (TPEs).

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

RECOMMENDATION

It is recommended the Board of Education approve the Student Teaching Agreement with La Sierra University and addendum to the Student Teaching Agreement with Whittier College.

FISCAL IMPACT

None.

NE:GP:JD:JO:jw

LA SIERRA UNIVERSITY
4500 Riverwalk Parkway, Riverside, CA 92515
EDUCATIONAL CLINICAL PRACTICE EXPERIENCES
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between Chino Valley Unified School District (*hereinafter called "District"*), and LA SIERRA UNIVERSITY (*hereinafter called the "University"*).

RECITALS

- A. The purpose of this Memorandum of Understanding is to provide to the students of the University educational clinical practice experience in the areas of: teaching, and/or administration and/or pupil services (special education, counseling and school psychology); and
- B. The University has established programs in student teaching, pupil services, and administration and leadership.
- C. The programs require locations where the students can obtain educational clinical practice experience required by the curriculum; and
- D. The District has the appropriate settings needed by the students of these programs as part of their practical learning experience.
- E. Such clinical practice experience is provided by the University on an unpaid basis. No remuneration is provided by the District or University for service provided by the students participating in these programs.

TERMS

In consideration of the mutual promises and conditions in this Memorandum of Understanding and for good and valuable consideration, the University and the District agree as follows:

1.0 Obligations of the District.

- 1.1 The District shall provide to the credential candidates of the University clinical practice experience in schools, classes or other appropriate sites of the District, under the supervision of certified employees of the District.
- 1.2 The District will designate appropriate personnel to coordinate the credential candidate's clinical practice experience. This will involve working with University faculty and staff to assign credential candidates to the appropriate sites as required by the particular program.
- 1.3 The District will recommend to the University the withdrawal of a credential candidate if: (1) the achievement, progress, adjustment, or health of the credential candidate does not warrant continuation at the District, or (2) the behavior of the credential candidate fails to conform to the applicable regulations of the District. The District will assist the University, if necessary, in implementing this recommendation.

- 1.4 The District reserves the right, exercisable in its discretion after consultation with the University, to exclude any credential candidate from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of said District.
- 1.5 The District shall provide emergency care in case of illness or accident to any participating credential candidate. However, the District shall have no financial obligation pursuant to section 6.1 below.
- 1.6 The District Supervisor for each credential candidate shall ensure that the curriculum and objectives outlined in the University Credential Handbook are met by each credential candidate. Additionally, each District Supervisor shall comply with all duties and responsibilities assigned them under the University Credential Handbook.
- 1.7 The District agrees to provide the number of hours required by the Curriculum and Instruction Department to each credential candidate seeking to satisfy their educational clinical practice experience. If for any reason the District cannot provide the required hours, it shall notify the University Supervisor of that fact as soon as reasonably possible to allow the University Supervisor to make additional or other arrangements for the credential candidate.
- 1.8 Drug-Free Workplace. District agrees to comply with the Drug Free Workplace Policy of La Sierra. School's signature affixed to this Agreement certifies that District shall require that the District's faculty, agents and student(s) shall not engage in the unlawful manufacture, distribution, dispensation, possession, sale or use of controlled substances while engaged in clinical education experiences at La Sierra or while this Agreement is in force.

1. Copy of Drug-Free Workplace Policy. District acknowledges receipt of a copy of the "Drug-Free Workplace Policy" (hereinafter "Policy") of the University concurrent with signing of this Agreement.

2. Compliance with Policy. District's signature affirms that District has read, understands, and agrees to abide by and to require its faculty, agents and student(s) to abide by the Policy as a condition of this Agreement.

3. Criminal Drug Violation Notice. District's signature affirms the understanding and agreement that any conviction of student(s) or any agent(s) of School of a criminal drug statute for a violation occurring on the premises of University must be reported to the University office of Human Resources within five (5) days of any conviction and, in turn, the Director of Human Resources shall notify the appropriate Federal agency(ies) within ten (10) days after learning of the conviction. By such signature, District also agrees to require District's faculty, agents and student(s) to abide by the five (5) day notice requirement and to notify District's faculty, agents and student(s) of the requirement of University to notify the appropriate Federal agency(ies) within ten (10) days after learning of any such conviction.

2.0 Obligations of the University.

- 2.1 The University will provide and maintain the records and reports necessary for conducting the credential candidate's educational clinical practice experience.
- 2.2 The University will withdraw a credential candidate from the educational clinical practice program

with the District if, after consultation with District personnel, the University determines such action to be warranted.

- 2.3 The University will be responsible for providing a University Supervisor or person designated and employed by the University to direct, supervise, and evaluate the performance of the credential candidates of the University engaged in the educational clinical practice experience. The person(s) will participate cooperatively with those individuals in the District responsible for placement and direct supervision.
- 2.4 The University will provide the District supervisors with the Credential Handbook about the required clinical experience. The guide will include a description of the clinical experience program, the curriculum and objectives to be achieved, and the responsibilities of the District supervisors at the district and/or school site.
- 2.5 The University shall ensure that the credential candidates receive a Certificate of Clearance in accordance with California Education Code § 44320(b).
- 2.6 The University shall ensure that the credential candidates obtain an examination, within the past (2) two years determining that they are free of active tuberculosis in accordance with California Education Code § 49406.

3.0 Reservation of Rights; Placement.

- 3.1 The University and the District each reserve the right to withhold the placement of credential candidates depending upon the availability of locations and personnel to adequately provide a satisfactory educational clinical practice experience.

4.0 Clinical Practice Provisions.

Where the District agrees to provide to the credential candidates of the University educational clinical practice experience in the area of clinical practice experience, the following additional provisions will apply:

- 4.1 Candidates are defined as persons who are working towards the completion of a credential preparation program and who have met prescribed training prerequisites for clinical practice placement. Such credential candidates will have met all requirements of the Teacher Education Program prerequisites, and will have been issued a Certificate of Clearance from the State of California.
- 4.2 The District agrees to place candidates from the University in the District schools under guidelines specified by the California Commission on Teacher Credentialing and incorporated into the Teacher Education Program of the University.
- 4.3 Participating Mentor Teachers of the District will receive a stipend to be paid through the district by the University after the University receives the stipend form from the district to the School of Education.
- 4.4 Arrangements for clinical practice experience placements will be made by the University's Director of Student Teaching with the person designated by the District, according to District policy.

- 4.5 Regular supervision of credential candidates by the faculty of the University will be provided during this educational clinical practice experience.
- 4.6 The District's Mentor Teachers will be issued the University Credential Handbook, specifying the requirements and regulations of the clinical practice program.
- 4.7 The District's Mentor Teachers will hold a California Clear Professional Credential and will have had a minimum of three years of successful teaching experience, and at least one year in the current teaching assignment.
- 4.8 The District's Mentor Teachers will be viewed by their District and by the University as good professional role models for credential candidates, be committed to the teaching profession, and provide the guidance, supervision and evaluation of candidates as specified in the Credential Handbook.
- 4.9 The District's Mentor Teachers will provide opportunities for Candidates to plan, implement, and assess student learning on foundational literacy skills and the additional cross cutting themes in literacy to fulfill the Commission-approved literacy performance assessment.

5.0 Labor Disputes.

- 5.1 The University is obligated to maintain neutrality in the District's labor disputes, to ensure that all clinical experiences will be educationally valid, and to avoid placing its credential candidates in situations in which there is a risk of physical injury.
- 5.2 In the event of a labor dispute in the District, University credential candidates involved in an educational clinical practice program shall report to the University until the University's Director of Student Teaching has assessed the situation.
- 5.3 During a labor dispute at a District clinical practice experience site, the University faculty members who supervise credential candidates will visit the District's school site on a regular basis to observe, to meet with District personnel, and to determine whether the situation remains educationally valid and physically safe for clinical practice activity.
- 5.4 During a labor dispute, if the situation is educationally valid and physically safe and the District Supervisor is present in his/her regular position, the University's Director of Student Teaching will allow the credential candidates the option of continuing the clinical practice at that site or of terminating the assignment.

6.0 Financial Provision.

- 6.1 Credential candidates of the University are individually responsible for medical insurance. The University does not provide worker's compensation for the performance of its credential candidates under this Memorandum of Understanding.
- 6.2 It is mutually agreed upon that no monetary provisions to/from the District or to/from the University will be made for services rendered by the credential candidates of the University.
- 6.3 University agrees that all credential candidates/students are not employees of the District and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to

which employees are normally entitled, including but not limited to State Unemployment Compensation. However, District shall provide worker's compensation for the performance of credential candidates under this Memorandum of Understanding pursuant to California Labor Code 3363.5.

7.0 Term.

- 7.1 The Memorandum of Understanding shall be for a term beginning when signed by all parties and ending, without further notice, on the date that it is terminated by either party pursuant to the provisions of paragraph 8.1.

8.0 Termination.

- 8.1 Either party may terminate this Memorandum of Understanding upon thirty (30) days written notice to the other party except if the University terminates this Memorandum of Understanding based on lack of funding, the thirty (30) days notice requirement shall not apply. The notice required under this clause shall be sent by registered mail.

9.0 Non-Assignment and Subcontracting.

- 9.1 The District shall not assign, transfer, or contract for the furnishing of services to be performed under this Memorandum of Understanding without the written approval of the University.

10.0 Entire Memorandum of Understanding; Alteration Disclaimer.

- 10.1 This Memorandum of Understanding constitutes the entire understanding between the parties with respect to the subject matter hereof.
- 10.2 No alteration or variation of the terms of this Memorandum of Understanding shall be valid unless made in writing and signed by the parties hereto, and no oral understanding of the Memorandum of Understanding not incorporated herein shall be binding on any of the parties hereto.

11.0 Governing Law.

- 11.1 This Memorandum of Understanding shall be governed by and construed under the laws of the State of California, which shall be the forum of any lawsuit arising from or incident to this Memorandum of Understanding.

12.0 FERPA Compliance

- 12.1 The Family Educational Rights and Privacy Act (FERPA), 20 U.S. C. 1232g, is a Federal privacy law administered by the Family Policy Compliance Office (FPCO or Office) in the U.S. Department of Education (Department or we). FERPA and its implementing regulations in 34 CFR part 99 protect the privacy of students' education records and afford parents and eligible students (i.e., students who are 18 years of age or older or attend an institution of postsecondary education) certain rights to inspect and review education records, to seek to amend these records, and to consent to the disclosure of personally identifiable information from education records (PII from education records).

13.0 Non-Discrimination

- 13.1 The District and the University agree that neither will discriminate unlawfully against a beneficiary of services in the performance of this Agreement on the basis of gender, race, color, national origin, creed, religion, veteran's status or disability. The District understands that the University is a religious nonprofit corporation operated as an entity of the Seventh-day Adventist Church and holds various rights and exemptions as a religion organization under federal and state laws and the Religion Clauses of the federal and California Constitutions. The parties agree to follow all applicable federal, state and local laws and regulations, including but not limited to laws prohibiting discrimination and harassment and compliance with both universities' policies regarding Title IX.

14.0 Title IX

- 14.1 Title IX protects individuals from discrimination based on sex including sexual harassment. La Sierra University fosters a learning and working environment that is built on respect and free of sexual harassment. This commitment is set forth in the document "Sexual Misconduct Policy", <https://lasierra.edu/fileadmin/documents/sexual-misconduct/title-IX-policy.pdf>. Educational Coordinators are required to review this document before interacting with La Sierra University students and agree to comply with this document and to provide this document to any employee may reasonably be expected to interact with a La Sierra University student.

15.0 Severability

- 15.1 In the event that one or more clauses of this Memorandum of Understanding are declared illegal, void or unenforceable, that shall not affect the validity of the remaining portions of this Memorandum of Understanding.

16.0 Insurance

- 16.1 The University shall at its sole cost and expense, provide coverage for its activities in connection with this Agreement by maintaining in full force and effect programs of insurance and/or self-insurance as follows:
1. Professional Liability coverage with limits of One Million Dollars (\$1,000,000) per occurrence and an aggregate of Three Million Dollars (\$3,000,000).
 2. General Liability coverage with limits of One Million Dollars (\$1,000,000) per occurrence and an aggregate of Three Million Dollars (\$3,000,000).
 3. Workers' Compensation coverage covering La Sierra full liability as required under state law.
 4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the Parties, against other insurable risks relating to this Agreement.

It should be expressly understood, however, that the coverage required under this section shall not in any way limit the liability of the University. The University, upon the execution of this Agreement, shall furnish District with certificates evidencing compliance with these insurance requirements upon request. Certificates shall further provide for thirty (30) days advance written notice to District of any cancellation of the above coverage.

17.0 Indemnification.

- 17.1 The University hereby agrees to indemnify, defend, and hold harmless, the District and its departments, agents, officers, and employees from any and all claims or sums which the District or any of its departments, agents, officers, or employees may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property; liability for injury or death of persons; and court costs, litigation expenses and attorney fees in the event of litigation; that the District may incur as a result of any act, or negligence of the University, its agents, officers, employees, or credential candidates, in connection with, or arising out of the activity which is the subject of this memorandum of understanding
- 17.2 The District hereby agrees to indemnify, defend, and hold harmless, the University and its departments, agents, officers, employees, and credential candidates from any and all claims or sums which the University, or any of its departments, agents, officers, employees, or credential candidates may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property; liability for injury or death of persons; and court costs, litigation expenses and attorney fees in the event of litigation; that the University may incur as a result of any act, or negligence of the District, its agents, officers, employees, or servants, in connection with, or arising out of the activity which is the subject of this memorandum of understanding.

18.0 Non-Exclusive Relationship.

- 18.1 Each party may perform services for, and contract with as many additional parties, persons, or companies, regarding the subject matter of this memorandum of understanding, as each party in its sole discretion, sees fit.

19.0 Waiver.

- 19.1 The failure of either party to exercise any of its rights under this Memorandum of Understanding for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from the Memorandum of Understanding shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Memorandum of Understanding unless specifically agreed in writing.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Memorandum of Understanding on this date:

By: _____
For: Chino Valley Unified School District: Dr. Grace Park, Associate Superintendent Date

By: _____
For: La Sierra University, Maria Kim, Program Director Date

By: _____
For: La Sierra University, Chang Ho Ji, Dean, School of Education Date



ADDENDA to the
MEMORANDUM OF UNDERSTANDING

Between

Whittier College, Department of Education and Child Development

And

Chino Valley Unified School District

In December 15, 2023, Chino Valley Unified School District and Whittier College entered into a Memorandum of Understanding (MOU) for student placements related to:

___fieldwork

___X___student teaching

_____student teaching internship

The parties now mutually desire and agree to amend the above-referenced MOU (or MOUs) as follows.

Per SB488 the following changes will be made to clinical practice preparation, participation, and placement.

College Responsibilities:

- Provide information, resources, and training for districts, cooperating fieldwork teachers, and master teachers.
- Prepare candidates for foundational literacy instruction through ongoing aligned course assignments that introduce and provide practice and opportunities for assessment on the topics of literacy instruction required by SB488.
- The Director of Clinical Practice will collaborate with school districts to find placements for candidates to observe, analyze, plan, and deliver foundational literacy instruction with trained professionals.
- The program will conduct ongoing assessments of the candidates' progress toward meeting Teacher Performance Expectations (TPE) and literacy instruction through course assignments and ultimately clinical practice observations (student teaching evaluations).

- Provide Cooperating Teachers and Master Teachers with information about the Literacy CalTPA as it becomes available from the CTC.

For more information, [please see SB488](#).

Notice: As of July 1, 2025, all multiple subject and education specialist candidates must pass the California Literacy Performance Assessment (Literacy CalTPA) to be eligible for a preliminary credential. The Literacy CalTPA includes a focus on foundational literacy skills and the additional cross-cutting themes in literacy and measures candidates' knowledge, skills, and abilities in the area of literacy instruction.

District Responsibilities:

- Administration will select quality cooperating teachers whom they would designate as cooperating/master teachers in the target schools, who consistently demonstrate professional competence in literacy instruction, foundational reading skills instruction, and literacy assessment.
- Administration and cooperating teachers/master teachers will ensure opportunities during the placement that allow candidates to observe, analyze, plan, or deliver instruction related to literacy, foundational literacy skills development, and literacy assessment in elementary and education specialist settings.
- Provide time for all student teachers to demonstrate effectiveness in the area for [TPE 7: Effective Literacy Instruction for All Students](#).
- During student teaching, provide sufficient opportunities for candidates completing the Literacy CalTPA to deliver literacy instruction as required by the CalTPA.

The following signatures verify agreement to the above outlined addendum between Chino Valley Unified School District and Whittier College, for the academic years outlined in the original MOU for the clinical practice placements indicated above:

_____/Date_____

Cean Colcord

_____/Date: August 2, 2024

Dr. Cean Colcord, Whittier College, Education Department Chair

*Christine Ybarra*_____/Date: August 1, 2024

Dr. Christine Ybarra, Whittier College, Director of Clinical Practice

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: November 21, 2024

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D.,

SUBJECT: REQUEST BY AMANDA SWAGER TO PLACE AN ITEM ON THE AGENDA

=====

BACKGROUND

On October 16, 2024, Amanda Swager submitted a request to place an item on the agenda. Board Bylaw 9322 Agenda/Meeting Materials states in part, “Any Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting.... The Board president and Superintendent shall decide whether a request is within the subject matter jurisdiction of the Board.”

RECOMMENDATION

It is recommended the Board of Education receive for information Amanda Swager’s request to place an item on the agenda.

FISCAL IMPACT

None.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October, 17, 2024

TO: Members, Board of Education

FROM: Amanda Swager, Community Member

SUBJECT: Revision of Bylaws of the Board Board Bylaws 9322 – Agenda / Meeting Materials

=====

BACKGROUND

Government and Education Codes provide a previous notice requirement prior to public comment and consideration of any agenda item that proposes amendments to board bylaws. In public boards previous notice is required to be given as part of the board meeting agenda.

For public boards and commissions these previous notices are given as part of a section of the agenda known as information items. Information items are not action or consent items and therefore government code 54954.3 and education code 35145.5 do not apply to these agenda items.

Historically, amendments to previous notice items have been accepted prior to consideration of the item covered under previous notice. These amendments require a repeat of previous notice with the changes clearly indicated on the new information item notice.

In the past the CVUSD has used various tactics in discussion of information items. Since information items from bylaw and board policy changes are technical in nature, verbal change requests are not handled using the public comment system. Providing a written mechanism for members of the public to request changes to information items allows district administration to make changes between meetings prior to item consideration at which time amendments are not permitted outside the source of the previous notice.

These additions to Board Policy BB 9322(a) provide policy language to clarify the procedures for information item public discussion, and provide a roadmap for individuals to provide feedback and language recommendations in writing based on these items.

The revisions to Board Bylaws presented here do not violate the language of the Brown Act, and are based on CSEA recommended language.

RECOMMENDATION

Amanda Swager recommends that the board of education receive for information revision of Bylaws 9322 – Agenda / Meeting Materials

FISCAL IMPACT

None.

AGENDA/MEETING MATERIALS

Agenda Content

Board of Education meeting agendas shall reflect the District's vision and goals and the Board's focus on student learning and well-being.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

Each agenda shall state the meeting time and place and shall briefly describe each business item to be transacted or discussed, including items to be discussed in closed session. (Government Code 54954.2)

(cf. 9320 - Meetings and Notices)

(cf. 9321 - Closed Session Purposes and Agendas)

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. The agenda does not to provide an opportunity for public comment on an item that has previously been considered at an open meeting by a committee comprised exclusively of Board members, provided that members of the public were afforded an opportunity to comment on the item, before or during the committee's consideration of the item, and the item has not been substantially changed since the committee considered it. (Government Code 54954.3)

The agenda for a regular Board meeting shall also provide members of the public an opportunity to address the Board regarding matters within the subject matter jurisdiction of the Board which are not on the agenda. (Education Code 35145.5; Government Code 54954.3)

THE AGENDA FOR THE REGULAR BOARD MEETING SHALL ALSO PROVIDE PREVIOUS NOTICE OF PROPOSED CHANGES TO BOARD POLICY UNDER INFORMATION ITEMS. THE BOARD DOES NOT PROVIDE OPPORTUNITIES FOR PUBLIC COMMENT ON INFORMATION ITEMS ON THE AGENDA BUT NOT UNDER CONSIDERATION DURING THE READING OF THESE ITEMS. PUBLIC COMMENT FOR INFORMATION ITEMS ARE ACCEPTED AS PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA.

PROPOSED CHANGES TO INFORMATION ITEMS ARE ACCEPTED IN WRITING BY THE OFFICE OF THE SUPERINTENDENT OR DESIGNEE WITHIN 48 HOURS OF THE MEETING UNDER ADMINISTRATIVE REGULATION E 9000(a)

(cf. 9323 - Meeting Conduct)

Each meeting agenda for a regular meeting shall list the address designated by the

Superintendent or designee for public inspection of agenda documents related to an open session item, or for records of a statement threatening litigation against the district to be discussed in closed session, when such documents have been distributed to the Board less than 72 hours before the meeting. (Government Code 54957.5)

Agenda Preparation

The Board President and the Superintendent, as secretary to the Board, shall work together to develop the agenda for each regular and special meeting.

(cf. 9121 - President)

(cf. 9122 –
Secretary)

AGENDA/MEETING MATERIALS (cont.)

Any Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be submitted in writing to the Superintendent or designee with supporting documents and information, if any, at least 30 days before the scheduled meeting date. Items submitted less than 30 days before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

The Board President and Superintendent shall decide whether a request is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, before placing the item on the agenda the Board President and Superintendent shall determine if the item is merely a request for information and if so, respond accordingly.

If the Board president and Superintendent deny a request from a Board member to place an item on the agenda, the Board member may request the Board to take action to determine whether the item shall be placed on the agenda.

The Board president and Superintendent or designee shall also decide whether an agenda item is appropriate for discussion in open or closed session, and whether the item should be an action item subject to Board vote or an information item and when the item is placed on the agenda.

In order to promote efficient meetings, the Board may bundle a number of items and act upon them together by a single vote through the use of a consent agenda. Consent agenda items shall be items of a routine nature or items for which Board discussion is not anticipated and for which the Superintendent recommends approval. When any Board member requests the removal of an item from the consent agenda, the item shall be removed and given individual consideration for action as a separate agenda item.

The agenda shall provide an opportunity for members of the public to comment on any consent agenda item unless such item has been previously considered at an open meeting of a committee comprised exclusively of the Board members.
(Government Code 54954.3)

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

Any Board action that involves borrowing \$100,000.00 or more shall be discussed, considered and deliberated upon as a separate item of business on the meeting agenda. (Government Code 53635.7)

(cf. 9323.2 - Actions by the Board)

AGENDA/MEETING MATERIALS (cont.)

No item shall be pulled from the published Board agenda without consensus of the Board.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials) (cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1312.4 - Williams Uniform Complaint Procedures) (cf. 1340 - Access to District Records)
(cf. 3320 - Claims and Actions Against the District)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

Agenda Dissemination to Board Members

At least 72 hours before each regular meeting, each Board member shall be provided a copy of the agenda and agenda packet including the Superintendent or designee's report; minutes to be approved; copies of communications; reports from committees; staff; and others; and other available documents pertinent to the meeting.

When special meetings are called, Board members shall receive, at least 24 hours prior to the meeting, notice of the business to be transacted. (Government Code 54956)

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to ask questions and/or request additional information on agenda items. However, a majority of Board members shall not, outside of a noticed meeting, directly or through intermediaries or electronic means discuss, deliberate, or take action on any matter within the subject matter jurisdiction of the Board.

(cf. 9012 - Board Member Electronic Communications)

Agenda Dissemination to Members of the Public

Any agenda and related materials distributed to the Board shall be made available to the public upon request without delay. Only those documents which are disclosable public records under the Public Records Act (PRA) and which relate to an agenda item scheduled for the open session portion of a regular meeting or which contain a claim or written threat of litigation that will be discussed in closed session shall be made available to the public. (Government Code 54957.5)

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public. (Government Code 54954.2)

AGENDA/MEETING MATERIALS (cont.)

In addition, the Superintendent or designee shall post the agenda on the homepage of the District website. The posted agenda shall be accessible through a prominent direct link to the current agenda or to the District's agenda management platform in accordance with Government Code 54954.2. When the District utilizes an integrated agenda management platform, the link to that platform shall take the user directly to the website with the District's agendas, and the current agenda shall be the first available. (Government Code 54954.2)

(cf. 1113 - District and School Web Sites) (cf. 1340 - Access to District Records)

If a writing which relates to an open session agenda item or which contains a claim or written threat of litigation which will be discussed in closed session during a regular Board meeting is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or designee shall make the writing available for public inspection at a designated location at the same time the document is distributed to all or a majority of the Board. However, if the writing is distributed to at least a majority of the Board at a time when the designated location is closed to the public, this requirement may be satisfied by posting the writing on the district website if the following conditions are met: (Government Code 54957.5)

1. An initial staff report or similar document containing an executive summary and any staff recommendations related to the agenda item is made available for public inspection at the designated location at least 72 hours before the meeting
2. The writing is immediately posted on the District's website in a position and manner that makes it clear that the writing relates to an agenda item for the upcoming meeting
3. The District lists the website address where such writings may be accessed on all Board meeting agendas
4. A physical copy of the document is made available for public inspection at the designated location at the beginning of the next regular business hours, but not less than 24 hours before the relevant Board meeting

The Superintendent or designee shall mail a copy of the agenda or a copy of all the documents constituting the agenda packet to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first. (Government Code 54954.1)

The Superintendent or designee shall email a copy of, or a website link to, the agenda or a copy of all the documents constituting the agenda packet to any person who

requests such items to be delivered by email. If the Superintendent or designee determines that it is technologically infeasible to do so, a copy of the agenda or a website link to the agenda and a copy of all other documents constituting the agenda packet shall be sent to the

AGENDA/MEETING MATERIALS (cont.)

person who has made the request in accordance with mailing requirements specified in law. (Government Code 54954.1)

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year. (Government Code 54954.1)

Persons requesting mailing of the agenda or agenda packet shall pay an annual fee, as determined by the Superintendent or designee, not to exceed the cost of providing the service.

Any document prepared by the District or Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any document prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the PRA. (Government Code 54957.5)

Upon request, the Superintendent or designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)

Legal Reference:EDUCATION CODE

35144 Special meetings

35145 Public meetings

35145.5 Right of public to place matters on agenda

GOVERNMENT CODE

6250-6270 Public Records Act

53635.7 Separate item of business

54954.1 Mailed agenda of meeting

54954.2 Agenda posting requirements; board actions

54954.3 Opportunity for public to address legislative body

54954.5 Closed session item descriptions

54956.5 Emergency meetings

54957.5 Availability of public records

54960.2 Challenging board actions; cease and desist

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.160 Effective communications

36.303 Auxiliary aids and services

COURT DECISIONS

Mooney v. Garcia, (2012) 207 Cal.App.4th 229

Caldwell v. Roseville Joint Union High School District, 2007 U.S. Dist. LEXIS 663

AGENDA/MEETING MATERIALS (cont.)

ATTORNEY GENERAL OPINIONS

99 Ops. Cal. Atty. Gen. 11 (2016)

78 Ops. Cal. Atty. Gen. 327 (1995)

Chino Valley Unified School District

Bylaw adopted: March 6, 1997

Revised: June 4, 1998

Revised: July 17, 2003

Revised: June 7, 2007

Revised: November 17, 2011

Revised: March 21, 2013

Revised: February 7, 2019

Revised: April 21, 2022

Revised: August 17, 2023

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: November 21, 2024
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: ADOPTED 2024/2025 ORGANIZED AND UNORGANIZED STUDENT
BODY BUDGETS**

=====

BACKGROUND

Board Policy 3452 Business and Noninstructional Operations – Student Activity Funds requires organized and unorganized student body budgets to be submitted to the Board of Education each year for information. The list that follows reflects the adopted student body budgets for fiscal year 2024/2025.

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 adopted 2024/2025 organized and unorganized student body budgets.

FISCAL IMPACT

None.

NE:SHC:LP:lmf

<p align="center">CHINO VALLEY UNIFIED SCHOOL DISTRICT ASSOCIATED STUDENT BODY ADOPTED BUDGET 2024-2025</p>
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ORGANIZED STUDENT BODIES

COMPREHENSIVE HIGH SCHOOLS

TOTAL

Ayala High School	\$	2,364,847	
Chino High School	\$	1,147,558	
Chino Hills High School	\$	1,633,516	
Don Lugo High School	\$	879,264	
TOTAL HIGH SCHOOLS			\$ 6,025,185

JUNIOR HIGH SCHOOLS

Briggs Fundamental	\$	47,369	
Cal Aero Preserve Academy	\$	87,135	
Canyon Hills Junior High	\$	192,424	
Magnolia Junior High	\$	139,633	
Ramona Junior High	\$	99,685	
Townsend Junior High	\$	153,564	
Woodcrest Junior High	\$	72,159	
TOTAL JUNIOR HIGHS			\$ 791,969

TOTAL ORGANIZED STUDENT BODIES

\$ 6,817,154

UNORGANIZED STUDENT BODIES

CONTINUATION HIGH SCHOOL

Buena Vista High School	\$	20,520	\$ 20,520
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ELEMENTARY SCHOOLS

Elementary General	\$	10,622	
Anna Borba	\$	-	
Butterfield Ranch Elementary	\$	-	
Cattle Elementary	\$	51,340	
Chaparral	\$	36,499	
Cortez Elementary*	\$	-	
Country Springs Elementary*	\$	-	
Levi Dickey Elementary	\$	197	
Dickson Elementary	\$	20,712	
Eagle Canyon Elementary	\$	5,200	
Glenmeade	\$	26,349	
Hidden Trails	\$	1,419	
Liberty Elementary	\$	81,005	
Litel Elementary	\$	34,233	
Marshall Elementary	\$	24,917	
Newman Elementary	\$	65,855	
Oak Ridge Elementary	\$	10,192	
Rhodes Elementary	\$	381	
Rolling Ridge Elementary	\$	69,859	
Walnut Elementary	\$	10,231	
TOTAL ELEMENTARIES			\$ 449,011

TOTAL-UNORGANIZED STUDENT BODIES

\$ 469,531

TOTAL ASB BUDGETS

\$ 7,286,685

* ASB Dormant Accounts/Zero Balances

Chino Valley Unified School District

Our Motto:

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

DATE: November 21, 2024

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 FIRST
QUARTERLY REPORT 2024/2025**

=====

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 First Quarterly Report 2024/2025.

FISCAL IMPACT

None.

NE:LH:gks

October 31, 2024

Dr. Norm Enfield, Superintendent
Chino Valley Unified School District
5130 Riverside Drive
Chino, CA 91710-4130

Dear Dr. Enfield:

Per California Education Code section 1240, San Bernardino County Superintendent of Schools (SBCSS) staff has visited all schools subject to Williams Settlement monitoring for the 2024-25 fiscal year for instructional materials sufficiency and facility review purposes. Enclosed is a copy of the final report and Facility Inspection Tool for each of your monitored school site(s).

Additionally, Education Code section 1240(c)(2)(C), requires that the results of the visits be reported to the governing board of each school district at a regularly scheduled meeting held in accordance with public notification requirements. ***Please make sure to include the Williams reports as an agenda item for your next regularly scheduled Board meeting.***

On behalf of the SBCSS Williams team members, it has been a pleasure to work in partnership with you and the employees of the Chino Valley Unified School District.

Sincerely,



Ted Alejandre
County Superintendent

Enclosure: 2024-25 Williams First Quarterly Reports

cc: Ms. Sonja Shaw, Board President
Mr. Luke Hackney, Williams Liaison
Ms. Jenny Owen, SBCSS Director, Communications and Intergovernmental Relations
Mr. James Fields, SBCSS Senior Manager, Intergovernmental Relations and Communications
Ms. Amanda Shoffner, SBCSS Credentials Manager

October 31, 2024

Dr. Norm Enfield, Superintendent
Chino Valley Unified School District
5130 Riverside Drive
Chino, CA 91710-4130

Dear Dr. Enfield:

California Education Code section 1240 requires that I annually visit Williams-monitored schools identified in our county and report to you the results of my findings on a quarterly basis (October, January, April, and July). Schools identified on the California Department of Education's *2021-24 List of Schools Eligible for Monitoring* are subject to monitoring through the 2024-25 fiscal year and were determined using the following criteria:

- Schools eligible for Comprehensive Support and Improvement or Additional Targeted Support and Improvement in the 2019-20 fiscal year.
- Schools with fifteen percent or more of the school's teachers that do not possess a valid and clear or preliminary teaching credential (teacher assignment data based on Census Date - October 2020).

Schools that have a Dashboard Alternative School Status are excluded from the Williams list.

This report includes first quarter findings for the visit to **Walnut Avenue Elementary** on **8/23/2024**. Let me state at the outset that the visit was a positive, professional experience with a focus by the entire staff on seeking to improve the learning of each student at Walnut Avenue Elementary.

The purpose of my visit as specified in California Education Code section 1240 was to:

1. Determine if students have "sufficient" textbooks or instructional materials in the four core subject areas (English language arts, mathematics, history/social science, science) and, as appropriate, science laboratory equipment in grades 9-12, world languages, and health;
2. Determine if there is any facility condition that "poses an emergency or urgent threat to the health or safety of pupils or staff."

The law further requires the county superintendent:

1. Determine if each monitored school has provided accurate data for the annual School Accountability Report Card (SARC) related to sufficiency of instructional materials and the

safety, cleanliness, and adequacy of school facilities, including “good repair.”

2. Annually review teacher misassignments and teacher vacancies for monitored schools; and
3. Receive quarterly reports from all school districts in San Bernardino County on complaints filed within the school district concerning insufficient instructional materials, teacher vacancies and misassignments, and emergency or urgent facilities issues under the Uniform Complaint Procedures.

Before proceeding with the report, please see the list of definitions as described by law:

- “Sufficient textbooks or instructional materials” - each pupil, including English learners, has a standards-aligned textbook or instructional materials, or both, to use in class and take home. This does not require two sets of textbooks or instructional materials for each pupil. The materials may be in a digital format as long as each pupil, at a minimum, has and can access the same materials in the class and to take home, as all other pupils in the same class or course in the school district. Education Code requires that school districts remedy insufficiencies of instructional materials in the four core subject areas within two months (eight weeks) of the beginning of the school year.
- School facility “emergency or urgent threat” - a condition poses a threat to the health or safety of pupils or staff.
- School facility “good repair” - the facility is clean, safe, and functional as determined by the Facility Inspection Tool (FIT) developed by the Office of Public School Construction or a local evaluation instrument that meets the same criteria.

In summary, my findings in the four required areas were as follows:

Instructional Materials

No insufficiencies were observed, or insufficiencies observed were resolved within two months (eight weeks) of the beginning of the school year.

School Facilities

The following **extreme deficiencies** were observed:

None.

The following **good repair deficiencies** were observed:

None.

Deficiencies that were observed and remediated prior to the end of the visit are reflected in this report and the enclosed FIT. **Please be sure to include all findings on the appropriate SARC, including all dates of remedial action taken or planned.** The inclusion of this information will be verified during next fiscal year’s SARC review process (if applicable).

SARC

No findings to report. The SARC review for the 2024-25 fiscal year began October 1, 2024, and will conclude by December 31, 2024. Findings will be included in the second quarterly report.

Teacher Assignment Monitoring

No findings to report. The annual assignment monitoring review for the 2023-24 fiscal year concluded on October 30, 2024, and data will be provided in the second quarterly report.

The annual assignment monitoring review for the 2024-25 fiscal year will begin on or after April 1, 2025, according to data availability from the Commission on Teacher Credentialing and the California Department of Education, and findings will be included in the corresponding quarterly report.

In conclusion, San Bernardino County Superintendent of Schools is available to support your school as we work together to ensure compliance with the Williams Settlement requirements. If you have any questions or need assistance, please contact Intergovernmental Relations at (909) 386-2947.

Sincerely,



Ted Alejandre
County Superintendent

Attachment: Facility Inspection Tool

cc: Ms. Sonja Shaw, Board President
Mr. Luke Hackney, Williams Liaison
Mrs. Denise Gonzales, Principal
Ms. Jenny Owen, SBCSS Director, Communications and Intergovernmental Relations
Mr. James Fields, SBCSS Senior Manager, Intergovernmental Relations and Communications
Ms. Amanda Shoffner, SBCSS Credentials Manager

SBCSS Williams Facility Inspection Tool
School Facility Conditions Evaluation, Fiscal Year 2024/2025

School Site: Walnut Avenue Elementary, Chino Valley Unified District, San Bernardino County
5550 Walnut Ave., Chino CA 91710-4130

Grade Levels: TK – 6.

Visit Date/Time: 8/23/24, 8:30 am. **Inspection Type:** Announced

Number of Classrooms on Site: 40. **Number of Restrooms on Site:** 24.

Site Enrollment: 425.

Total Estimated Building Volume: 455,661.

Total Estimated Site Square Footage/Acreage: 9.1.

Total Estimated Building Square Footage: 52,015.

Weather Conditions at Time of Inspection: Clear & Cool.

Inspector(s), Classrooms Jalisa Randle; Kyler West	Inspector(s), Ancillary and Other Instructional Areas John Duran
Representative(s) of District Who Accompanied the Evaluator Jonathon Campbell, Andrew Black, Bodie Smith,Troy Ingram, Lisa Madera, Luke Hackney, Denise Gonzales, Alex Rivera, Carlos Camarena	

Grade-Based Classrooms: Evaluation Detail

OK = Good Repair, D = Deficiency, = Extreme Deficiency, N/A = Not Applicable

Classroom	1 Gas Leaks	2 Mech HVAC	3 Sewer	4 Interior Surfaces	5 Overall Cleanliness	6 Pest Vermin Infestation	7 Electrical	8 Restrooms	9 Sinks Fountains	10 Fire Safety	11 Hazardous Materials	12 Structural Damage	13 Roofs	14 Playground School Grounds	15 Windows Doors Gates Fences
Room: 02 Dawn Amman	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Room: 30 Jarred Perry	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Room: 38 Crystal Espinoza	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Room: 34 Ciara Rizo	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Room: 25 Daisy Torres	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Room: 18 Linda Su	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Room: 29 Sabrina Marquez	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Room: 17 Delta Gonzales	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Room: 14 Brian Clemons	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK

Room: 1	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Andrea Bell															

Ancillary Areas: Evaluation Detail

OK = Good Repair, D = Deficiency, = Extreme Deficiency, N/A = Not Applicable

Ancillary Area	1 Gas Leaks	2 Mech HVAC	3 Sewer	4 Interior Surfaces	5 Overall Cleanliness	6 Pest Vermin Infestation	7 Electrical	8 Restrooms	9 Sinks Fountains	10 Fire Safety	11 Hazardous Materials	12 Structural Damage	13 Roofs	14 Playground School Grounds	15 Windows Doors Gates Fences
Main Office Area	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
S1 - Computer Lab	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Cafeteria/Kitchen	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
K2 - Kindergarten	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Library	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Kindergarten Playground	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Multi-purpose Room	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
K1	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Nurse's Office	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
S Wing Hallway	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Playground	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
D-1	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Staff Room/Lounge	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
E-1	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Blacktop	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
B-4	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Basketball Courts	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Blue Playground Area	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Counselor's Room	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
A-Wing Girls' Restroom	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
A-Wing Boys' Restroom	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
S-Wing Girls' Restroom	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
S-Wing Boys'	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK

Restroom															
Psychologist's Room	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
B-6 Computer Lab	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
C-Wing Girls' Restroom	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
C-Wing Boys' Restroom	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Lunch Bench Area	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
A-6	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Grounds	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK

Modeled after State of California School Facility Inspection Tool.

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

DATE: November 21, 2024

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: COMMUNITY FACILITIES DISTRICT 4 (COLLEGE PARK)
SPECIAL TAX ACCOUNTABILITY REPORT FOR FISCAL YEAR
2023/2024**

=====

BACKGROUND

The Local Agency Special Tax and Bond Accountability Act was enacted by California State Legislature through Senate Bill 165 to provide accountability measures for any local special tax and/or bond measure subject to voter approval on or after January 1, 2001. In accordance with the requirements of the Accountability Act, Sections 50075.1 and 53410 of the Government Code of the State of California, an annual report must be received and filed by the local agency levying a special tax and/or issuing a bond measure and shall contain a description of the amount of funds collected and expended and the status of any project required or authorized to be funded by the special tax and/or bond measure.

On July 20, 2006, the Board of Education adopted resolutions establishing Community Facilities District 4 (College Park, CFD 4) and the qualified electors within CFD 4 approved the levy of a special tax for the purpose of providing for public school and infrastructure facilities; and the incurrence of bonded indebtedness. No bonds have been issued as of this date.

Koppel & Gruber Public Finance, CFD administrator contracted by the District, prepared the Special Tax Accountability Report for Fiscal Year 2023/2024.

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

RECOMMENDATION

It is recommended the Board of Education receive and file the Community Facilities District 4 (College Park) Special Tax Accountability Report for Fiscal Year 2023/2024.

FISCAL IMPACT

None.



Chino Valley Unified School District
Community Facilities District No. 4
(College Park)

Local Special Tax and
Bond Accountability Act Compliance
(SB 165) Report

Fiscal Year Ended June 30, 2024

KOPPEL & GRUBER
PUBLIC FINANCE

334 Via VeraCruz, Suite 256

San Marcos, California 92078

760-510-0290

info@kgpf.net

District Administration

Chino Valley Unified School District
Norm Enfield, Superintendent
Gregory J. Stachura, Assistant Superintendent
Facilities, Planning, and Operations
5130 Riverside Drive
Chino, CA 91710-4310
T. 909.628.1201
F. 909.548.6034

Special Tax Administrator

Koppel & Gruber Public Finance
Lyn Gruber/Douglas Floyd
334 Via Vera Cruz, Suite 256
San Marcos, CA 92078
T. 760.510.0290
F. 760.510.0288

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III.	Collection of Special Taxes and Expenditures.....	2

I. Background

The Local Agency Special Tax and Bond Accountability Act (“Accountability Act”) was enacted by California State Legislature through Senate Bill 165 to provide accountability measures for any local special tax and/or bond measure subject to voter approval on or after January 1, 2001. According to the requirements of the Accountability Act (*Sections 50075.1 and 53410 of the Government Code of the State of California*), an annual report must be filed by the local agency levying a special tax and/or issuing a bond measure on or before each January 1, commencing January 1, 2002 and shall contain a description of the following:

- The amount of funds collected and expended to fund authorized facilities.
- The status of any project required or authorized to be funded by the special tax and/or bond measure.

The information contained in this Special Tax Accountability Report has been compiled and is being presented for Fiscal Year (“FY”) 2023/2024 pursuant to and in accordance with the requirements outlined in the Accountability Act.

II. Authorized Facilities

The qualified electors within CFD No. 4 authorized the School District to approve the levy of a special tax and the incurrence of bonded indebtedness in an amount not to exceed \$12,000,000 for Improvement Area A and \$18,000,000 for Improvement Area B to provide for the cost of the financing, design, construction, installation, rehabilitation and acquisition of certain school facilities, including repayment of existing indebtedness, the payment of statutory school fees, and incidental expenses.

The authorized school facilities are generally described as elementary, junior and high school buildings and facilities for grades kindergarten through twelve (12), including equipment and furnishing thereof, with an estimated useful life of five (5) years or more.

As of the date of this Report, no bonds have been issued. Special Taxes were levied by CFD No. 4 for the first time in FY 2007/2008.

III. Collection of Special Taxes and Expenditures

A separate account is held by the School District for the deposit of special taxes levied by the CFD and for the disbursement of authorized expenditures. The following table provides a description of the collection of special taxes and the funds disbursed for authorized expenditures in FY 2023/2024.

Description	Amount ¹
Beginning Balance as of July 1, 2023	\$18,769,075.16
<u>Sources of Funds</u>	
Annual Special Tax Collections ²	\$2,260,525.96
Interest Earnings	697,712.06
<i>Subtotal Sources of Funds</i>	<i>\$2,958,238.02</i>
<u>Expenditures</u>	
Administrative Expenses	(\$40,025.71)
Facilities	(\$0.00)
<i>Subtotal Expenditures</i>	<i>(\$40,025.71)</i>
Ending Balance as of June 30, 2024	\$21,687,287.47

¹ Amounts include transactions posted on an accrual basis and may not reflect actual cash on hand.

² Represents the actual special tax collections received from the County, including any penalties and interest accrued from prior year delinquent special taxes that have been paid within the past fiscal year.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: November 21, 2024

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
Sandra H. Chen, Associate Superintendent, Business Services

SUBJECT: CASH MANAGEMENT PROGRAM

=====

BACKGROUND

The investment objective of the cash management program is to earn a higher rate of return on its assets than alternative short-term investments. Additionally, the program is customized directly to the District's needs and provides the District with better control of its funds than the county's pooled investment program.

As of June 30, 2024, the District's cash management accounts were in compliance with the District's written and approved investment policies.

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 report on the Cash Management Program.

FISCAL IMPACT

None.

NE:GJS:SHC:cb

Chino Valley Unified School District
Year In Review
Fiscal Year 2023-2024

Summary Thoughts

Yields appear to have reached their high watermark for the cycle in mid-October, 2023, and the statement and press conference following the December 13, 2023 Fed meeting seemed to confirm a dovish pivot in policy and the increased likelihood of an economic soft landing. The U.S. economy showed surprising strength and inflation data in the 1st quarter of 2024, but evidence of a turning point began to emerge during the 2nd quarter as signs of economic weakening began to emerge in the lower end of the consumer income spectrum, evidenced by increasing credit card and auto loan delinquencies. Signs of softening in the labor market appeared with lower payroll growth, significant negative revisions to prior months, a decrease in available jobs per unemployed worker, and a gradual climb in the unemployment rate. Nominal U.S. Treasury security yields fell across the curve in the 3rd quarter, reflecting softening economic data and expectations for easier Fed rate policy.

Going into the Fed meeting on September 18th, speculation for the direction and magnitude of rate policy change rested on whether the Fed was more concerned about employment slowing too quickly, or if inflation was falling fast enough. The Fed answered with a 50-basis point cut to begin the easing cycle, and the employment picture stole the spotlight from inflation to become the primary focal point in the prepared FOMC statement and Powell press conference. Going forward, speculation will persist as to whether the economy will successfully avoid a hard landing (recession). With a soft landing, the expectation would be for a gradual reduction in short-term interest rates as the Fed “normalizes” policy on the way to reaching an equilibrium, or neutral, target rate where policy neither stimulates, nor hinders economic growth. If a soft landing proves to be the economic outcome, it is reasonable to expect the yield curve to “bull-steepen”, whereby short-term rates decline more than long-term rates in anticipation of, and in concert with, Fed policy.

The Chino Valley Unified School District portfolios are well-positioned for soft or hard landing economic scenarios. This is due to an emphasis on “defensive” industry sectors within our allocation to Corporate bonds, maturity extension within the intermediate strategy allocation to “lock-in” higher interest rates ahead of the Fed shift to lower rate policy, and an emphasis on Government Agency and tax-backed and essential service Municipal Bonds to increase the overall credit quality of the portfolios. We are gratified our strategy has been well-rewarded over the course of the last 12 months, and remain confident we are positioned appropriately for the remainder of the cycle.

Return Summary

	11/7/22 - 06/30/23	06/30/23 - 06/30/24	06/30/24 - 09/30/24	11/7/22 - 09/30/24*
Chino Valley Unified School District	1.94%	4.34%	3.82%	5.37%
Consumer Price Index	2.06%	2.98%	0.52%	5.65%
Bloomberg 1-3 Year US Treasury Index (+0.30%)	2.35%	4.81%	2.98%	5.54%
Local Agency Investment Fund (+1.00%)	2.42%	5.00%	1.40%	4.66%

*Annualized; All returns shown Gross of Fees

We are pleased to have successfully navigated an inverted yield curve environment with competitive returns. Now that the curve is beginning to normalize, we expect the long-term value of owning a laddered portfolio across various maturities will allow us to take advantage of a positively sloped yield curve.

Yield Summary (As Of June 30, 2024)

Current Yield To Worst On Cost: +4.63%

Current Yield To Worst On Market: +4.93%

Chino Valley Unified School District
Financial Summary
Fiscal Year 2023-2024

Inception Of Relationship

	<i>1-B</i>	<i>13-B</i>	<i>15-B</i>	<i>Total</i>
Securities Value	\$7,966,459.95	\$9,274,102.83	\$4,730,478.71	\$21,971,041.49
Return Summary (For Fiscal Year 2023-2024)	\$95,450.85	\$46,773.94	\$53,737.14	\$195,961.93
Accrued Interest	\$73,694.07	\$81,264.41	\$41,491.38	\$196,449.86
Total Portfolio Value	\$8,135,604.87	\$9,402,141.18	\$4,825,707.23	\$22,363,453.28

Cumulative Activity

Beginning Accrued Interest	\$73,714.74	\$81,264.41	\$41,491.36	\$196,470.51
Beginning Zero Coupon Accrued Interest	\$0.00	\$0.00	\$0.00	\$0.00
Accrued Interest Purchased	\$9,329.95	\$10,686.70	\$5,439.46	\$25,456.11
Accrued Interest Sold	-\$17,825.38	-\$20,562.00	-\$10,369.12	-\$48,756.50
Accrued Interest Received (Coupons)	-\$259,939.68	-\$300,330.59	-\$153,288.44	-\$713,558.71
Ending Accrued Interest	\$85,839.04	\$94,316.70	\$48,425.52	\$228,581.26
Ending Zero Coupon Interest	\$0.00	\$0.00	\$0.00	\$0.00
Earned Interest	\$280,559.41	\$323,258.18	\$165,152.26	\$768,969.85
Amortization / Accretion	\$72,136.07	\$85,208.71	\$43,823.10	\$201,167.88
Earned Income	\$352,695.48	\$408,466.89	\$165,152.26	\$926,314.63
U.S. Government Earned Income	\$16,924.35	\$19,791.10	\$9,881.06	\$46,596.51
Fund Distributions	\$0.00	\$0.00	\$0.00	\$0.00
Money Market Interest Received	\$7,402.33	\$7,265.31	\$4,612.04	\$19,279.68
Market Change In Securities Value	-\$1,039,365.56	-\$15,549.40	-\$8,066.12	-\$1,062,981.08
Payment For Securities Purchased	-\$15,087,271.70	-\$2,817,907.00	-\$1,460,147.91	-\$19,365,326.61
Proceeds From Securities Sold / Matured	\$13,830,239.86	\$2,615,650.90	\$1,320,783.65	\$17,766,674.41
Portfolio Outflows	\$0.00	\$0.00	\$0.00	\$0.00
Portfolio Inflows	\$0.00	\$0.00	\$160.00	\$160.00
Management Fees	-\$27,496.59	-\$31,777.49	-\$16,311.02	-\$75,585.10

End Of School Year

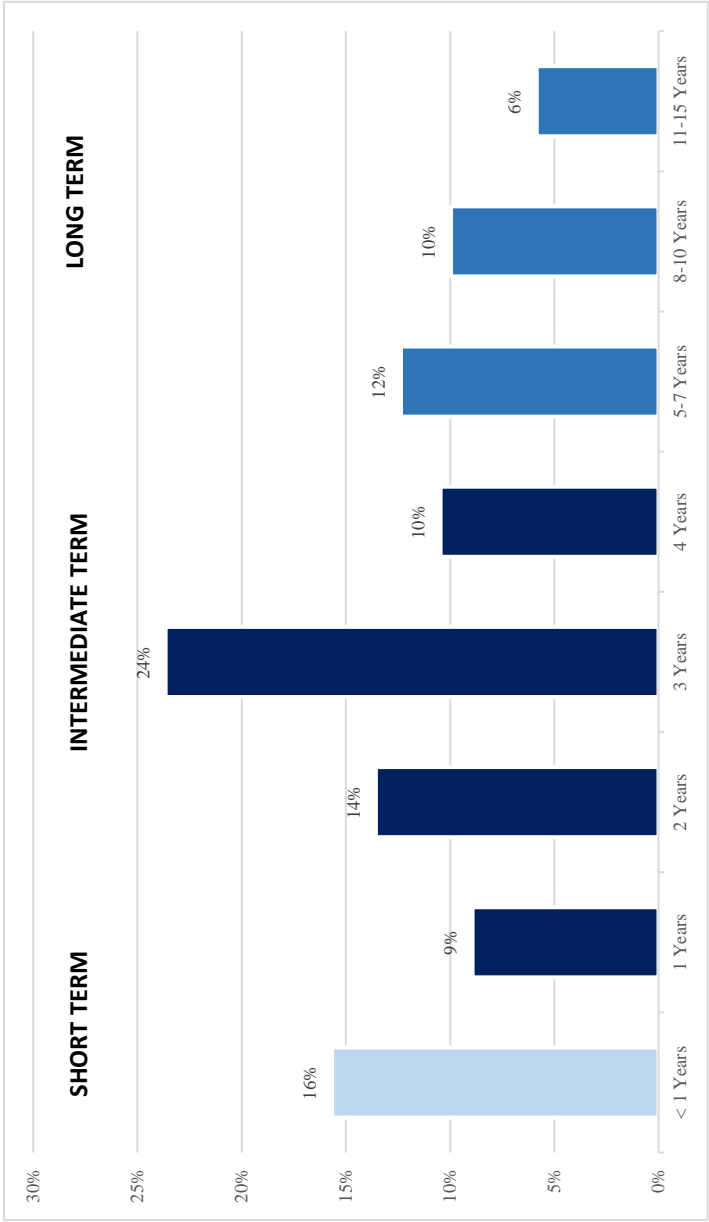
Securities Value	\$8,256,262.30	\$9,546,018.24	\$4,905,599.95	\$22,707,880.49
Cash Value	\$111,829.58	\$130,211.55	\$60,892.00	\$302,933.13
Accrued Interest	\$85,839.04	\$94,316.70	\$48,425.54	\$228,581.28
Total Portfolio Value	\$8,453,930.92	\$9,770,546.49	\$5,014,917.49	\$23,239,394.90

Chino Valley Unified School District

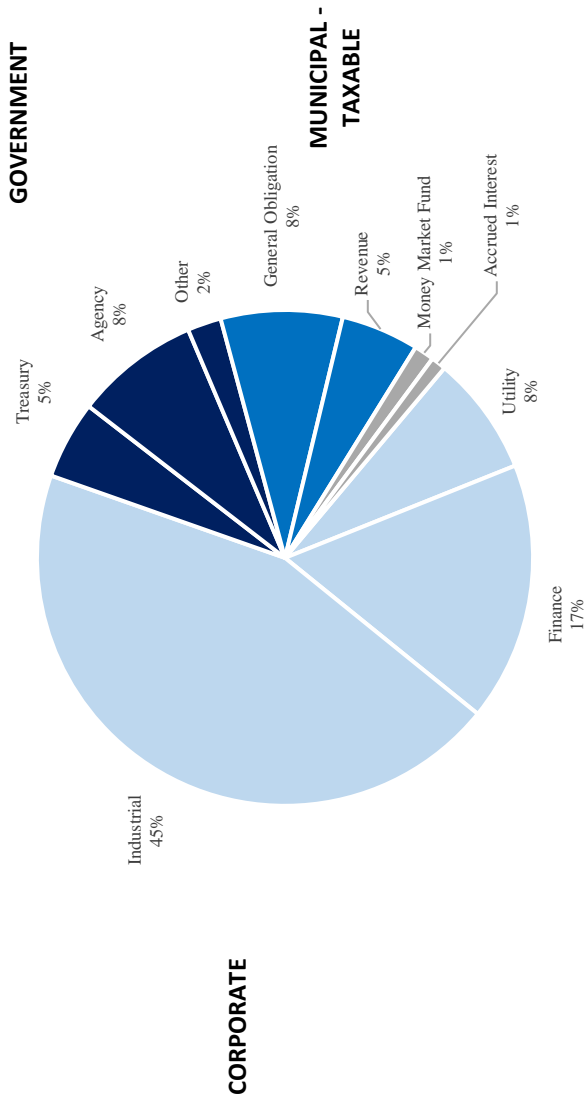
Portfolio Allocation

Fiscal Year 2023-2024

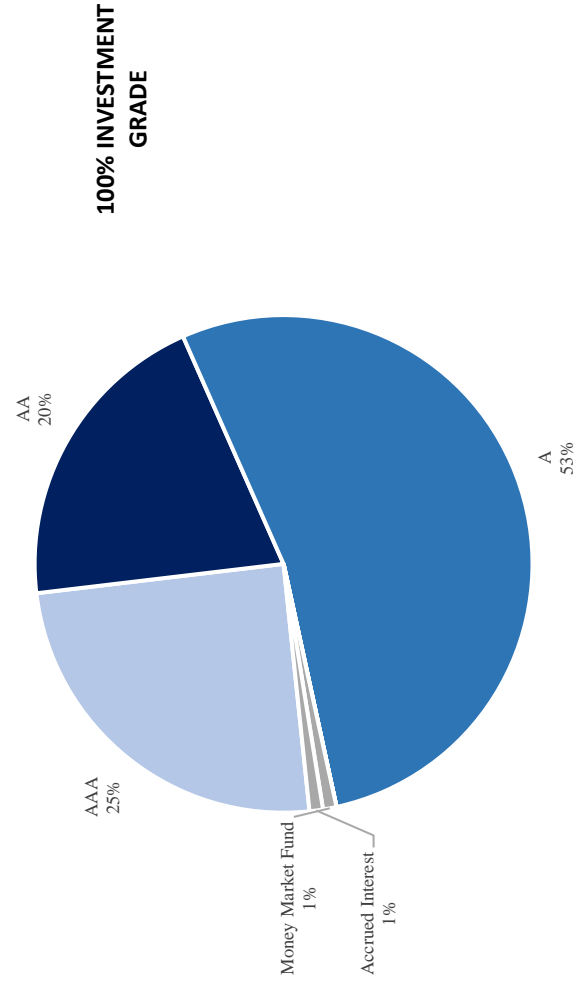
CVUSD Cash Management	
Maturity	%
Short-Term	14%
< 1 Years	14%
Intermediate-Term	56%
1 Years	15%
2 Years	17%
3 Years	17%
4 Years	7%
Long-Term	28%
5 Years	4%
6 Years	1%
7 Years	7%
8 Years	5%
9 Years	3%
10 Years	2%
11 Years	2%
12 Years	0%
13 Years	4%
14 Years	0%
Cash & Equivalents	1%
Money Market Fund	1%
Accrued Interest	1%
Total	100%



Sector Allocation



Credit Quality Allocation



CVUSD Cash Management	
Sector	%
Corporate	69%
Utility	8%
Finance	17%
Industrial	45%
Government	15%
Treasury	5%
Agency	8%
Other	2%
Municipal - Taxable	13%
General Obligation	8%
Revenue	5%
Cash & Equivalents	2%
Money Market Fund	1%
Accrued Interest	1%
Total	100%

CVUSD Cash Management	
Credit Rating	%
Investment Grade	98%
AAA	29%
AA	26%
A	43%
BBB	0%
Non-Investment Grade	0%
BB	0%
B	0%
C	0%
D	0%
Unrated	0%
Cash & Equivalents	2%
Money Market Fund	1%
Accrued Interest	1%
Total	100%

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: November 21, 2024

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations

**SUBJECT: ANNUAL REPORT PER BOARD POLICY 3470 DEBT ISSUANCE
AND MANAGEMENT**

=====

BACKGROUND

Senate Bill 1029, which went into effect in 2017, requires local California governmental agencies to establish local debt policies and reporting requirements. In compliance with this legislation, the Board of Education adopted Board Policy 3470 Debt Issuance and Management. Per BP 3470, "the Superintendent or designee shall annually report to the Board regarding debts issued by the District, including information on actual and projected tax rates, an analysis of bonding capacity, credit agency ratings on the District's bonds, market update and refunding opportunities, new development for California bond financings, and the District's compliance with post-issuance requirements."

The following report was prepared by the District's consultant Keygent Advisors, LLC. on debt issuance and management.

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

RECOMMENDATION

It is recommended that the Board of Education receive for information the annual report per Board Policy 3470 Debt Issuance and Management.

FISCAL IMPACT

None.

NE:SHC:GJS:cb

BOARD COMMUNICATION

To: Chino Valley Unified School District Board of Education

From: Sandra Chen, Associate Superintendent, Business Services
Greg Stachura, Assistant Superintendent Facilities, Planning & Operations
Keygent LLC, District Financial Advisor

Date: November 6, 2024

RE: Annual Report per Board Debt Issuance & Management Policy 3470

The purpose of this Board communication is to provide the annual report required under Board Policy 3470 (Debt Issuance and Management). The policy states the following:

“The Superintendent or designee shall annually report to the Board regarding debts issued by the District, including information on actual and projected tax rates, an analysis of bonding capacity, ratings on the District's bonds, market update and refunding opportunities, new development for California bond financings, and the District's compliance with post-issuance requirements.”

Debts Issued by the District

The District has the following debt outstanding:

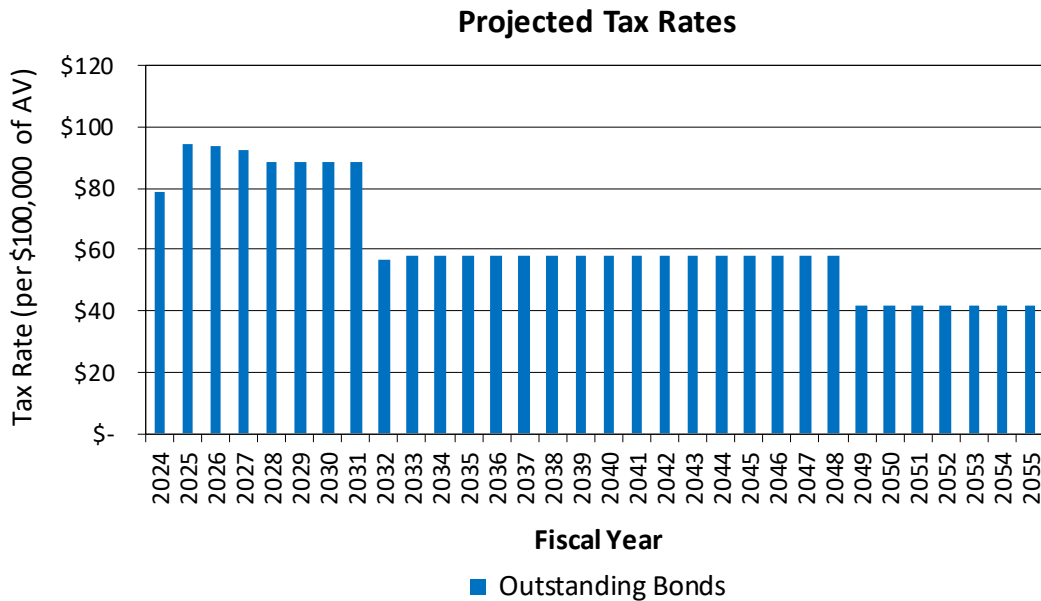
General Obligation Bonds				
Issuance	Issuance Date	Maturity Date	Issuance Amount	Principal Outstanding June 1, 2024
2014 General Obligation Refunding Bonds	8/7/2014	8/1/2024	\$ 22,425,000	\$ 930,000
General Obligation Bonds Election of 2016, Series 2017A	5/11/2017	8/1/2055	208,000,000	179,735,000
2017 General Obligation Refunding Bonds	5/11/2017	8/1/2031	54,555,000	50,250,000
General Obligation Bonds Election of 2016, Series 2020B	4/29/2020	8/1/2055	258,000,000	256,470,000
2020 General Obligation Refunding Bonds	4/29/2020	8/1/2026	21,760,000	14,925,000
General Obligation Bonds Election of 2016, Series 2022C	4/27/2022	8/1/2055	140,499,867	137,994,867
2022 General Obligation Refunding Bonds (2012A)	5/4/2022	8/1/2027	8,295,000	5,705,000
General Obligation Bonds Election of 2016, Series 2024D	4/24/2024	8/1/2055	100,003,104	100,003,104
2024 General Obligation Refunding Bonds	5/7/2024	8/1/2030	17,805,000	17,805,000
Total			\$ 831,342,971	\$ 763,817,971

Actual & Projected Tax Rates

The District's bond tax rate for the 2023-24 fiscal year was 0.0785% or \$78.50 per \$100,000 of assessed valuation.

The District's projected tax rates are shown below. They are based on the following assumptions:

- Annual assessed value growth rate of 5.0%
- 8% secured and unsecured tax delinquency per San Bernardino County Auditor-Controller
- No supplemental tax collections (which typically lower the annual tax rate)



Bonding Capacity

Bonding capacity is a statutory limit on the amount of general obligation bonds that can be issued at any given time. The District is also limited by the amount of bond authorization approved by voters. Bonding capacity is based on:

- Current assessed value multiplied by 2.50% statutory debt limit factor
- Less: outstanding general obligation bonds

Estimated Current Bonding Capacity ⁽¹⁾

2023-24 Total AV	\$ 38,610,901,388
Statutory Debt Limit Factor	x 2.50%
Bonding Capacity	<u>965,272,535</u>
Outstanding General Obligation Bonds	(763,817,971)
Available Bonding Capacity	\$ 201,454,564

⁽¹⁾ Subject to confirmation by the County Auditor-Controller.

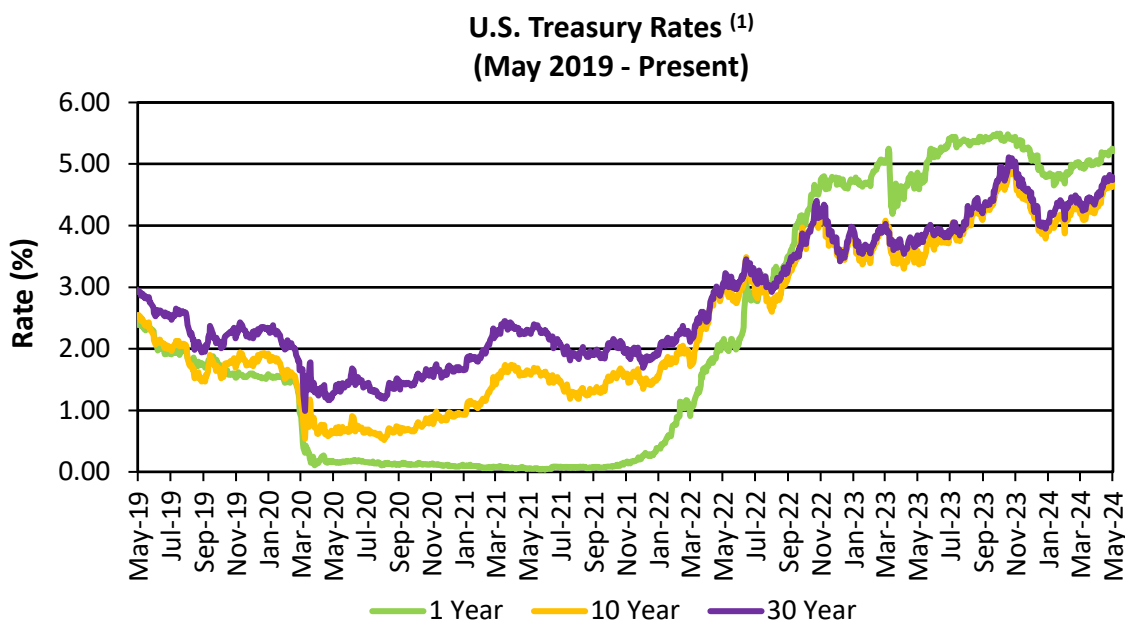
District Credit Ratings

The three major credit rating agencies are Moody's, Standard & Poor's, and Fitch. Districts are rated on (1) local economy/tax base, (2) district finances, (3) district debt/pension obligations and (4) district management. Based on that information, districts are assigned a rating in accordance with the respective rating scale. The District's current bond ratings are 'Aa2' from Moody's (as of March 19, 2024) and 'AA-' from Standard & Poor's (as of March 15, 2024). The District does not have a Fitch rating.

	Moody's	Standard & Poor's	Fitch	Rating Description
Investment grade	Aaa	AAA	AAA	Prime
	Aa1	AA+	AA+	High grade
	Aa2	AA	AA	
	Aa3	AA-	AA-	
	A1	A+	A+	Upper medium grade
	A2	A	A	
	A3	A-	A-	
	Baa1	BBB+	BBB+	Lower medium grade
	Baa2	BBB	BBB	
	Baa3	BBB-	BBB-	
Non-investment grade	Ba1	BB+	BB+	Speculative
	Ba2	BB	BB	
	Ba3	BB-	BB-	
	B1	B+	B+	Highly speculative
	B2	B	B	
	B3	B-	B-	
	Caa1 & below	CCC+ & below	CCC & below	Extremely speculative/ Default

Market Update

As shown below, U.S. Treasury rates have experienced significant increases since 2022. Interest rates have risen from pandemic lows as a result of Federal Reserve interest rate increases to combat inflation. While the Fed initially indicated that there would be multiple rate cuts in 2024, the timing and number of cuts has become uncertain as inflation remains above target levels.



⁽¹⁾ Source: U.S. Department of the Treasury.

Refunding Opportunities

The District does not currently have any bond refinancing opportunities which produce debt service savings.

New Developments for California Bond Financings

March Election Results

Voters approved 10 of 11 requested parcel taxes on the March 2024 ballot, far outpacing the typical 65% passage rate for parcel taxes. However, only 24 of 40 districts passed their general obligation bond measures. The 60% bond passage rate fell short of the historical 73% primary election approval rate.

Filing Agent Changes for Subsidy-Backed Financings

On February 23, 2023, the Internal Revenue Services published a new regulation outlining requirements for filing subsidy request forms ("8038-CP Forms") related to financings such as Qualified School Construction Bonds, Build America Bonds, and Qualified Zone Academy Bonds. As a result of the change, Bank of New York has resigned from the filing service for districts across the State as of April 2024. Many issuers have received the resignation notices from Bank of New York. Please contact Keygent if your District has received a resignation notice, as Keygent can assist in the hiring of a new firm to handle the required subsidy filings and avoid any delays in receipt of subsidy funds.

State-Wide Bond Measures

Two different State-wide bond proposals (Assembly Bill 247 and Senate Bill 28) are pending in the legislature. Both bonds would provide funds for California education facilities. Assembly Bill 247 would provide \$14 billion in funding for K-14 districts, while Senate Bill 28 would provide ~\$15 billion in funding for K-14 and California's public university system. Senate Bill 28 would also increase the statutory bonding capacity for K-14 districts. A new Public Policy Institute of California survey found that around half of likely voters would vote 'yes' on a State bond measure to pay for school facilities. The Governor's office has not yet announced any decisions on a potential bond measure for November 2024.

Parcel Tax Approvals by Majority Vote

Two years ago, a panel on the San Francisco-based California Court of Appeal unanimously ruled that a parcel tax initiated by citizens (not put on the ballot by the Board of Trustees) requires only a simple majority of 50% plus one vote for passage. The state Supreme Court declined to hear the case, so the appeals court ruling has stood as the guiding decision. However, there are now two different initiatives planned for the November 2024 ballot that will determine whether the ruling will hold. Districts and citizens groups should keep plans for simple majority parcel taxes on hold until guidance is provided in November.

District's Compliance with Post-Issuance Requirements

The District has monitored its compliance with post-issuance requirements, including:

- Assign responsible personnel of the District to monitor and ensure compliance with the restrictions contained in each issuance's tax certificate
- Provide adequate training to responsible District personnel to monitor compliance
- Establish adequate record retention and calendaring mechanisms internally to ensure that the District will be able to establish post issuance compliance
- Maintain records detailing the investment and expenditures of financing proceeds
- Seek expert advice regarding compliance with the arbitrage rebate and yield restriction provisions
- Carefully monitor and calendar the dates by which financing proceeds should be expended to comply with yield restriction and rebate exceptions and the dates rebate must be paid, if applicable
- Monitor use and retain contracts related to the use of the projects financed by the issuances throughout the term of the financings
- Regularly consult with bond counsel and other District advisors regarding any issues that arise regarding post issuance compliance