

CHINO VALLEY
UNIFIED SCHOOL DISTRICT

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

BOARD OF EDUCATION

AGENDA

December 19, 2024

BOARD OF EDUCATION

John Cervantes
Andrew Cruz
Jonathan Monroe
James Na
Sonja Shaw

Gabriella Segoviano, Student Representative

SUPERINTENDENT

Norm Enfield, Ed.D.

CHINO VALLEY UNIFIED SCHOOL DISTRICT
ORGANIZATIONAL MEETING OF THE BOARD OF EDUCATION
District Board Room, 13461 Ramona Avenue, CA 91710
3:40 p.m. – Closed Session • 6:00 p.m. – Organizational Meeting
December 19, 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 [here](#).

I. OPENING BUSINESS

I.A. CALL TO ORDER – 3:40 P.M.

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

Discussion and possible action (times are approximate):

- a. Conference with Legal Counsel-Anticipated Litigation (Government Code 54956.9 (d)(2)): One possible case. (Advocates for Faith & Freedom) (30 minutes)
- b. Conference With Legal Counsel-Existing Litigation (Paragraph (1) of subdivision (d) Government Code 54956.9): San Bernardino County Superior Court Case No. CIVSB2317301. (Liberty Justice Center) (Atkinson, Andelson, Loya, Ruud, and Romo) (10 minutes)
- c. Student Readmission Matters (Education Code 35146, 48916 (c)): Readmission cases 22/23-30, 23/24-02, 23/24-13, 23/24-15, 23/24-25, 23/24-36, 23/24-44, 23/24-62, 23/24-63, 23/24-65, 23/24-77, 23/24-78, 23/24-85, 23/24-91, and 24/25-05. (15 minutes)
- d. Student Discipline Matter (Education Code 35146, 48918 (c) & (j)): Expulsion case 24/25-17. (5 minutes)
- e. Public Employee Appointment (Government Code 54957): High School Assistant Principal. (5 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. (15 minutes)
- g. Public Employee Discipline/Dismissal/Release (Government Code 54957): (10 minutes)
- h. Public Employee Performance Evaluation (Government Code 54957): Superintendent. (40 minutes)

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

1. Report Closed Session Action
2. Pledge of Allegiance

I.C. OATH OF OFFICE FOR BOARD MEMBERS

I.D. BREAK FOR RECEPTION

The proceedings of this meeting are being recorded.

I.E. PRESENTATION

1. Boys Republic: Della Robbia Wreath

I.F. RECOGNITIONS

1. Chino Hills High School Security
2. Chino Valley Lions Club

I.G. COMMENTS FROM STUDENT REPRESENTATIVE**I.H. COMMENTS FROM EMPLOYEE REPRESENTATIVES****I.I. COMMENTS FROM THE PUBLIC ON ITEMS NOT ON THE AGENDA
WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD AND
ITEMS ON THE AGENDA****I.J. CHANGES AND DELETIONS****II. ACTION****II.A. ADMINISTRATION****II.A.1. 2025/2026 Board Meeting Calendar**

Page 9

Recommend the Board of Education approve the 2025/2026 Board meeting calendar.

Motion ____ Second ____

Preferential Vote: ____

Vote: Yes ____ No ____

**II.A.2. Nominations for California School Boards
Association Delegate Assembly**

Page 11

Recommend the Board of Education nominate up to 7 (seven) candidate(s) to the California School Boards Association Delegate Assembly.

Motion ____ Second ____

Preferential Vote: ____

Vote: Yes ____ No ____

II.A.3. Attorney Engagement Agreement

Page 13

Recommend the Board of Education approve the attorney engagement agreement with Advocates for Faith & Freedom.

Motion ____ Second ____

Preferential Vote: ____

Vote: Yes ____ No ____

II.B. BUSINESS SERVICES**II.B.1. 2024/2025 First Interim Financial Report**

Page 20

Recommend the Board of Education approve the 2024/2025 First Interim Financial Report and authorize the President of the Board of Education and the Superintendent to sign the positive Certification of Financial Condition for the current and two subsequent fiscal years.

Motion ____ Second ____

Preferential Vote: ____

Vote: Yes ____ No ____

**II.B.2. Resolution No. 2024/2025-34, Authorizing the
Establishment of an Irrevocable Trust for Other
Post-Employment Benefits (OPEB), Through
Participation in the California Employer's
Retiree Benefit Trust (CERBT) Program**

Page 21

Recommend the Board of Education adopt Resolution No. 2024/2025-34, Authorizing the Establishment of an Irrevocable Trust for Other Post-Employment Benefits (OPEB), Through Participation in the California Employer's Retiree Benefit Trust (CERBT) Program.

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

II.C. HUMAN RESOURCES

**II.C.1. Minimum Wage and Compensation Increase to
the Classified Service (Non-Bargaining Unit)**

Page 35

Recommend the Board of Education approve the minimum wage and compensation increase to the Classified Service (Non-Bargaining Unit), effective January 1, 2025.

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 Regular Meeting of November 21, 2024

Page 38

Recommend the Board of Education approve the minutes of the regular meeting of November 21, 2024.

III.B. BUSINESS SERVICES

III.B.1. Warrant Register

Page 49

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

III.B.2. Fundraising Activities

Page 50

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

III.B.3. Donations

Page 53

Recommend the Board of Education accept the donations.

III.B.4. Legal Services

Page 55

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

III.C. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT**III.C.1. Student Readmission Cases 22/23-30, 23/24-02, 23/24-13, 23/24-15, 23/24-25, 23/24-36, 23/24-44, 23/24-62, 23/24-63, 23/24-65, 23/24-77, 23/24-78, 23/24-85, 23/24-91, and 24/25-05**

Page 56

Recommend the Board of Education approve student readmission cases: 22/23-30, 23/24-02, 23/24-13, 23/24-15, 23/24-25, 23/24-36, 23/24-44, 23/24-62, 23/24-63, 23/24-65, 23/24-77, 23/24-78, 23/24-85, 23/24-91, and 24/25-05.

III.C.2. Student Expulsion Case 24/25-17

Page 57

Recommend the Board of Education approve student expulsion case 24/25-17.

III.C.3. School-Sponsored Trips

Page 58

Recommend the Board of Education approve/ratify the school-sponsored trips for Ayala HS, Chino HS, and Don Lugo HS.

III.C.4. 2025 Supplemental Summer Instruction Program and Special Education Extended School Year

Page 59

Recommend the Board of Education approve the 2025 Supplemental Summer Instruction Program and Special Education Extended School Year.

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 65

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 2024/2025-35, Authorization to Utilize a Piggyback Contract

Page 75

Recommend the Board of Education adopt Resolution 2024/2025-35, Authorization to Utilize a Piggyback Contract.

- III.D.6. Resolution 2024/2025-29, Annual and Five-Year Developer Fee Reports for Fiscal Year 2023/2024**
Page 79
Recommend the Board of Education adopt Resolution 2024/2025-29, Annual and Five-Year Developer Fee Reports for Fiscal Year 2023/2024.
- III.D.7. Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve II School—New Construction, BP 06-02**
Page 96
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve II School—New Construction, BP 06-02.
- III.D.8. Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve II School—New Construction, BP 08-01**
Page 100
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve II School—New Construction, BP 08-01.
- III.D.9. Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve II School—New Construction, BP 21-01**
Page 104
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve II School—New Construction, BP 21-01.
- III.D.10. Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve II School—New Construction, BP 22-01**
Page 108
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve II School—New Construction, BP 22-01.
- III.D.11. Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve II School—New Construction, BP 32-01**
Page 112
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve II School—New Construction, BP 32-01.
- III.D.12. Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve II School—New Construction, BP 33-01**
Page 116
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-08F, Preserve II School—New Construction, BP 33-01.
- III.D.13. Change Order and Notice of Completion for Bid No. 23-24-08F, Ayala HS and Chino Hills HS Aquatic Scoreboard Replacement Project—Rebid**
Page 120
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 23-24-08F, Ayala HS and Chino Hills HS Aquatic Scoreboard Replacement Project—Rebid.

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

Page 124 Recommend the Board of Education approve/ratify the certificated/classified personnel items.

III.E.2. Rejection of Claims

Page 131 Recommend the Board of Education reject the claims and refer them to the District's insurance adjuster.

III.E.3. Student Teaching and Teaching Internship Agreements with Cal-State University's Cal-State Teach Programs and Practicum/Fieldwork Agreement with Concordia University—Irvine, School of Education

Page 132 Recommend the Board of Education approve the Student Teaching and Teaching Internship Agreements with Cal-State University's Cal-State TEACH program and the Practicum/Fieldwork Agreement with Concordia University-Irvine, School of Education.

IV. INFORMATION**IV.A. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT****IV.A.1. San Bernardino County Superintendent of Schools Williams Settlement Fiscal Year 2023/2024 Annual Report**

Page 153 Recommend the Board of Education receive for information the San Bernardino County Superintendent of Schools Williams Settlement Fiscal Year 2023/2024 Annual Report.

IV.B. FACILITIES, PLANNING, AND OPERATIONS**IV.B.1. Revision of Board Policy and Administrative Regulation 1330 Community Relations—Use of School Facilities**

Page 168 Recommend the Board of Education receive for information the revision of Board Policy and Administrative Regulation 1330 Community Relations—Use of School Facilities.

V. BOARD ORGANIZATION

V.A.1. Election of Officers/Representatives

1. President
2. Vice President
3. Clerk
4. Liaison—City of Chino
5. Liaison—City of Chino Hills
6. Liaison—City of Ontario
7. Liaison—Chino Valley Independent Fire District
8. Representative—County Committee on School District Organization
9. Representative—Chino Hills Parks and Recreation Commission
10. Two Representatives, Joint Meeting with the City of Chino
11. Two Representatives, Joint Meeting with the City of Chino Hills
12. Representative and Alternate, Baldy View ROP

VI. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

VII. ADJOURNMENT

Prepared by: Patricia Kaylor, Administrative Secretary, Board of Education
Date Posted: December 13, 2024

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 19, 2024
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
SUBJECT: 2025/2026 BOARD MEETING CALENDAR

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BACKGROUND

At the organizational meeting in December each year, the Board of Education adopts the Board meeting calendar. Attached is the proposed calendar for 2025/2026. Regular meetings are held on the first and/or third Thursdays of the month, unless otherwise indicated by an asterisk.

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

RECOMMENDATION

It is recommended the Board of Education approve the 2025/2026 Board meeting calendar.

FISCAL IMPACT

None.

NE:pk

Chino Valley Unified School District



2025/2026 Board Meeting Calendar

July 17, 2025	Regular
August 21, 2025	Regular
September 18, 2025	Regular
October 16, 2025	Regular
November 20, 2025	Regular
December 18, 2025	Organizational
January 15, 2026	Regular
February 19, 2026	Regular
March 19, 2026	Regular
April 16, 2026	Regular
May 7, 2026	Regular
May 21, 2026	Regular
June 4, 2026	Regular
June 18, 2026	Regular

Board of Education meetings are held the first and third Thursdays of the month (except where indicated by asterisk). The meetings will begin at 6:00 p.m. in the Board room at the District Service Center, Chino Valley Unified School District, 13461 Ramona Avenue, Chino. Additional meetings will be announced on an as-needed basis.

Board approved: _____

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: December 19, 2024

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

**SUBJECT: NOMINATIONS FOR CALIFORNIA SCHOOL BOARDS
ASSOCIATION DELEGATE ASSEMBLY**

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BACKGROUND

The Delegate Assembly is the primary policy-making body of the California School Boards Association (CSBA). Delegates adopt the association's platform, take positions on other critical issues that come before it, elect officers and directors, and adopt bylaw changes. Delegates serve as a two-way communications link between the board members in the region and the regional director, and play an important role in fostering collegiality within their region. Delegate assembly nominations within each geographic subregion or area must be made by member boards within the respective subregion or area. Each board may nominate as many individuals as it chooses; however, nominees must be members of CSBA member boards within the subregion or area and must have given permission to place his or her name into nomination. Members serve two-year terms beginning April 1, 2025. There are two required Delegate Assembly meetings each year. In 2025, the dates are May 17-18 and December 1–2. Nominations and biological sketch forms for Delegate assembly must be postmarked or emailed no later than February 1, 2025, without exception.

The Chino Valley Unified School District belongs to Subregion 16B, San Bernardino County. The present delegation includes the following seven elected representatives whose terms are expiring in 2025:

Mayra Ceballos (San Bernardino City USD)
Maria Gomez (Hesperia USD)
Ronald Newton (Mountain View ESD)
Adam Perez (Fontana USD)
Gabriel Stine (Victor ESD)
Eric Swanson (Hesperia USD)
Kathy Thompson (Central ESD)

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

RECOMMENDATION

It is recommended the Board of Education nominate up to seven (7) candidate(s) to the California School Boards Association Delegate Assembly:

- | | |
|----------|----------|
| 1) _____ | 5) _____ |
| 2) _____ | 6) _____ |
| 3) _____ | 7) _____ |
| 4) _____ | _____ |

FISCAL IMPACT

None.

NE:pk

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: December 19, 2024
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
SUBJECT: ATTORNEY ENGAGEMENT AGREEMENT

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BACKGROUND

The Freedom from Religion Foundation is continually challenging the Chino Valley Unified School District regarding statements made by Board members from the dais and school site activities. In response, the District refers these matters to its legal counsel at a significant cost to the general fund. To mitigate ongoing legal expenses that may arise, the District has secured the counsel of a pro-bono firm for defense. Furthermore, the District is interested in directing counsel to challenge the Ninth Circuit decision in *Freedom From Religion Foundation, Inc., v. Chino Valley Unified School District Board of Education*, 896 F.3d 1132 (9th Cir. 2018).

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 the attorney engagement agreement with Advocates for Faith and Freedom.

FISCAL IMPACT

The District is not liable to pay for the time and labor of the attorneys and staff of Firm; the District will be responsible to pay the costs associated with this litigation as set forth in the rate schedule.

NE:pk



ATTORNEY ENGAGEMENT AGREEMENT

This Attorney Engagement Agreement (“Agreement”) executed in duplicate with each party receiving an executed original, as required by *Business and Professions Code section 6148* and is intended to fulfill the requirements of that section.

Advocates for Faith & Freedom (hereinafter referred to as “Firm”) hereby agree to provide legal services to Chino Valley Unified School District (hereinafter referred to as “Client”), on the terms set forth below.

1. CONDITIONS

This Agreement will not take effect, and Firm will have no obligation to provide legal services, until: (a) Client returns a signed copy of this Agreement; and (b) Firm acknowledges acceptance of representation by counter-signing this Agreement and returning a fully executed copy to Client. Upon satisfaction of these conditions, this Agreement will be deemed to take effect.

2. SCOPE OF SERVICES

Client is engaging Firm for the following purposes: provide counsel and representation to Client challenging Ninth Circuit decision in *Freedom From Religion Foundation, Inc., v. Chino Valley Unified School District Board of Education*, 896 F.3d 1132 (9th Cir. 2018), and for other matters that may arise wherein the parties mutually agree for additional representation to be provided. Firm will provide Client with legal services that are reasonably required through trial, post-trial motions, and appeals.

3. GOOD-FAITH COOPERATION

Firm shall perform services prescribed under this Agreement, keep Client informed of progress and developments, and promptly respond to Client’s inquiries and communications. Firm’s goal is to respond to all inquiries within forty-eight (48) hours, with the understanding that additional time may be necessary depending on the complexity of the inquiry.

Client shall be truthful and cooperative with Firm, keep Firm reasonably informed of developments which may come to Client’s attention, to abide by this Agreement, to pay Firm’s bills on time, and inform Firm of Client’s contact information and whereabouts. Client agrees to cooperate at all times in the preparation and presentation of the matters encompassed by this Agreement. Client further agrees to appear at all legal proceedings when Firm deems it necessary. For purposes of clarity, legal proceedings include but are not limited to hearings, court-ordered conferences, mediations, and arbitrations. This includes providing Firm with documents and requested information and making itself available for meetings, depositions, and trial. Client empowers Firm to compromise its claims, as may be advisable in Firm’s judgment, with Client’s consent. Client understands and agrees that it is entering this Agreement freely and that it has not been threatened, harassed, or promised anything by anyone in exchange for doing so.

4. LEGAL FEES AND COSTS

Firm is a nonprofit entity that has a philosophical interest in the pending litigation, the outcome of the litigation, and the prospect that this case may establish legal precedent relevant to the interest of the organization. **Therefore, Firm agrees to provide its legal services without charge to Client pursuant to the terms herein.** While Client will not be liable to pay for the time and labor of the attorneys and staff of Firm, Client will be responsible to pay the costs associated

with this litigation such as court filing fees, deposition fees, and other costs incurred by Firm as set forth in the Rate Schedule attached.

Firm's agreement to provide its services *pro bono* is based on this Agreement with Client and the representations of Client herein. Notwithstanding any change in the board, management, or supervision of Client, that Client intends to vigorously defend itself in this litigation until it either succeeds as the prevailing party on the merits of the claims or it has fully exhausted all options of appeal to the highest court with jurisdiction over the case.

Client will be responsible to pay for all of Firm's reasonable legal fees based on the time accrued from the date of this Agreement by Firm's attorneys and associate counsel IF Client (a) fails to comply with the terms of this Agreement; (b) settles this case in a manner wherein Client agrees to pay damages, fees, or compensation to any opposing attorneys or law firms; (c) determines at any time that it does not wish to proceed with prosecuting or defending this litigation as described in this Section 4; or (d) Client discharges Firm from representation of Client at any time hereafter while the litigation is ongoing. If Client were to be liable to Firm for fees, the fees shall be paid based on the Rate Schedule attached for time accrued and recorded by Firm, its attorneys, and associate counsel.

Firm will record all the time its attorneys and associate counsel spend on this case including telephone calls relating to Client's matter, including calls with Client, opposing counsel, or other parties. The legal personnel assigned to Client's matter will confer among themselves about the matter, as required, and each person will record the time expended.

In the event Client is insured for the attorneys' fees and costs, Firm and associate counsel will be paid through said insurance at rates agreed to between the insurance carrier and Firm. However, notwithstanding any insurance, Firm agrees that its services will be *pro bono* pursuant to this Agreement and Client will not be responsible to pay for Firm's or associate counsel's fees out of Client's funds.

5. CLIENT APPROVAL NECESSARY FOR SETTLEMENT

Firm shall not make any settlement or compromise of any nature of any of Client's claims without Client's express prior approval. Client retains the sole and absolute right to accept or reject any settlement in this matter.

6. BILLING STATEMENTS

Firm will send Client statements on a monthly basis for costs incurred. Each statement will be due within 14 days of its date. Client agrees to present any question, concern, or dispute concerning any aspect of Firm's billings to Firm's attention not more than 30 days after receiving any invoice for services rendered.

7. INVESTIGATORS AND EXPERTS

Upon approval by Client, Firm may employ technical experts in the prosecution or defense of Client's claims. Upon approval by Client, Firm may employ investigators to investigate the facts surrounding the claims. All such experts and investigators shall report to Firm and their fees paid as set forth in section 4 of this Agreement. Upon Client's request, Firm shall provide Client with any work product of such retained experts or investigators. Firm shall send Client a bill for costs and expenses incurred as they relate to the retention of investigators or experts and such bills shall be paid in full within fourteen (14) days of the mailing date.

8. ASSOCIATE COUNSEL

With the prior consent of Client, Firm may employ or contract with associate counsel (attorneys of firms not employed by Firm) to assist in prosecuting Client's claim or in otherwise performing the services contemplated by this Agreement. Work performed by associate counsel will be provided *pro bono* unless otherwise agreed by Client or Client's authorized representatives. Client shall designate Firm as lead counsel in any assigned matter, however, Client may appoint co-counsel to any assigned matter and Firm shall cooperate with co-counsel in the representation of Client.

9. CONSENT TO USE E-MAIL AND CLOUD SERVICES

In order to provide Client with efficient and convenient legal services, Firm will frequently communicate and transmit documents using e-mail. Because e-mail continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client's representatives and agents.

In addition, Firm uses a cloud computing service with servers located in a facility other than Firm's offices. Firm's electronic data, including emails and documents, are stored in this manner. By entering into this Agreement, Client understands and consents to having communications, documents, and information pertinent to the Client's matter stored through such a cloud-based service.

10. DESTRUCTION OF FILE

Firm maintains its files electronically. Upon completion of the work and/or services set forth in Paragraph 2 above, Client may, upon written notice, request a copy of their electronic file in which Client may be charged for a copy of their file. If Client does not request a copy of their electronic file, Firm shall maintain the electronic file for a period of two (2) years. Firm's electronic file may be destroyed after two (2) years following the completion of the work and/or services. If Client would like Firm to maintain the electronic file for an extended period, a separate written agreement must be made between Firm and Client. For purposes of clarity, the electronic file includes Client's papers and property as defined in *Rule 1.16* of the *California Rules of Professional Conduct*.

11. DISPUTE RESOLUTION

A. Firm's Compensation Disputes:

The parties agree that any dispute relating to Firm's compensation under this Agreement shall first be submitted to mediation before a mutually satisfactory mediator jointly selected by the parties. Should mediation not fully resolve the issues, then Client will have the statutory right to arbitrate the matter to binding arbitration before the Riverside County Bar Association, pursuant to *California Business and Professions Code section 6200, et seq.* Should that organization decline to arbitrate the dispute, before the State Bar of California pursuant to *California Business and Professions Code section 6200, et seq.*

Should Client elect not to submit any dispute relating to Firm's compensation to statutory arbitration pursuant to *California Business and Professions Code section 6200, et seq.*, then the parties specifically agree to resolve compensation disputes in accordance with the alternative dispute resolution procedure below for "all other claims and disputes."

B. All Other Claims and Disputes:

All other claims and disputes (other than those relating to Firm's compensation, unless not resolved pursuant to the above paragraph) between the parties arising out of or in any way relating to this Agreement or to Firm's professional services rendered to, or for, Client, including claims for legal malpractice, breach of contract and breach of fiduciary duties, shall first be addressed through mediation. Then, if necessary, through binding arbitration, before the American Arbitration Association in Riverside County, California, in accordance with the Association's then prevailing "Commercial Dispute Resolution Procedures" at the time any such matter is submitted to arbitration. "California Arbitration Law," *Code of Civil Procedure section 1280, et seq.* shall govern the arbitration. Judgment upon any award rendered in arbitration pursuant to this paragraph shall be final and binding and entered by a court with competent jurisdiction.

"Binding Arbitration" is an out-of-court dispute resolution process whereby Firm and Client would jointly appoint a neutral, disinterested third-party decision-maker (i.e., an "arbitrator") to gather evidence from both parties and then render a decision that is fully enforceable against them in a court of law. By agreeing to binding arbitration, Client would be giving up its right to trial by jury, to formal court proceedings, and to appeal rights, except in very limited instances. By signing this Agreement, Client specifically agrees to the alternative dispute resolution procedures delineated in this paragraph.

12. POWER OF FIRM TO EXECUTE DOCUMENTS

Client hereby gives Firm authority to execute all filings connected with the assigned matter, as well as upon consent of Client, settlement agreements, compromises and releases, verifications, and dismissals.

13. RISK OF PAYING PREVAILING PARTY'S FEES AND COSTS

Client understands that a court may award the opposing party or parties damages, costs, and attorneys' fees.

14. DISCLAIMER OF GUARANTEE

Although Firm may offer an opinion about possible results regarding the subject matter of this Agreement, Firm cannot guarantee any particular result. Client acknowledges that Firm has made no promises about the outcome and that any opinion offered by Firm in the future will not constitute a guaranty.

15. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY

In the event that any provision of this Agreement is held either in whole or in part to be unenforceable for any reason, the unenforceable portion shall be severed, or the remainder of the Agreement shall remain in full force and effect.

16. PROFESSIONAL LIABILITY INSURANCE

Pursuant to the *California Rule of Professional Conduct 1.4.2(a)*, Firm hereby informs Client that Firm has professional liability insurance.

17. AUTHORITY TO EXECUTE AGREEMENT

The persons signing this Agreement certify that they are authorized to sign it on behalf of the Client and Client agrees to be bound to the terms of this Agreement. Client acknowledges that

it has the right to obtain the advice of independent legal counsel about this Agreement so that they may fully understand and consider its terms before signing it. Further, by signing below, Client hereby acknowledges that it has addressed any concerns about this Agreement to Firm's attention and that Firm has addressed those concerns to Client's complete satisfaction prior to Client signing.

18. REPRESENTATION OF ADVERSE INTERESTS

Client is hereby informed that the California Rules of Professional Conduct require written consent before Firm may begin or continue to represent parties with actual or potentially adverse interests. Client further acknowledges that (i) Firm has advised Client of the right to seek independent legal counsel in considering the terms of this Agreement, and (ii) Client has been afforded a reasonable opportunity to consult with independent counsel in this regard.

Pursuant to the Rules of Professional Conduct adopted by the California Bar Association, Firm represents the Corporation that is party to this agreement. (Cal. Bar Assn Rules of Professional Conduct, Rule 1.13.) Firm's duties of confidentiality, diligence, etc. apply to its representation of the **organization itself** that is party to this agreement. It is possible the interests of the organization that is party to this agreement may be adverse to the interests of the organization's constituents and officers in their individual capacities. If such a scenario arises Firm is obligated under the rule to act in the best interest of the organization. Firm will identify who its client is when dealing with the constituents of the organization when Firm knows, or reasonably should know, that the interests of the organization and its constituent(s) are adverse.

19. DISCHARGE AND WITHDRAWAL

Client may discharge Firm at any time by written notice effective when received by Firm. Unless specifically agreed by Firm and Client, Firm will provide no further services and advance no further costs on Client's behalf after receipt of such notice. Firm may withdraw at any time, so long as Firm is not involved with litigation for Client. If Firm is Client's attorneys of record in any proceeding, Client will execute and return a substitution-of-attorney form immediately on its receipt from Firm.

Firm may withdraw without Client's consent for good cause. "Good cause" includes, but is not limited to: (i) Client's breach of this Agreement, (ii) Client's refusal to cooperate with Firm or to follow its advice on a material matter, (iii) any fact or circumstance that would render Firm's continuing representation unlawful or unethical, (iv) evidence discovered discloses that Client's claim or lawsuit lacks merit, (v) information discovered suggests that any judgment or award will be rendered uncollectable, and (vi) Firm recommends that Client accept a reasonable settlement offer, but Client refuses to do so. Notwithstanding Firm's withdrawal, Client will be obligated to pay Firm out of the recovery reasonable attorneys' fee for all services provided, and to reimburse Firm out of the recovery for all costs advanced before the withdrawal. If there is no recovery, or the recovery is insufficient to reimburse Firm in full for costs advanced, Firm will bear the loss.

Firm may withdraw representation for good cause without the Client's consent. Good cause includes but is not limited to: (i) the client insists upon making a claim or taking a position in a litigation matter, that is not warranted under existing law and cannot be supported by good faith argument for an extension, modification, or reversal of existing law; (ii) the client either desires to pursue a criminal or fraudulent course of conduct or has used Firm's services to pursue a course of conduct Firm reasonably believes is criminal or fraudulent; (iii) the client insists Firm pursue a fraudulent or criminal course of conduct; (iv) the Client renders it unreasonably difficult for Firm to carry out the representation effectively; (v) the client breaches this Agreement, and Firm has provided a reasonable warning Firm will withdraw unless the Client repairs the breach and fulfills its obligations to Firm under this Agreement; (vi) the client knowingly and freely assents to termination of the representation; (vii) Firm's inability to work with co-counsel is such that the best interests of the client likely will be served by withdrawal (viii) the mental or physical condition

of Firm's attorneys working on the matter renders it difficult for the lawyer to carry out the representation effectively; (ix) a continuation of the representation is likely to result in a violation of the Rules of Professional Conduct or the State Bar Act; (x) the insolvency of Firm; or (xi) Firm believes in good faith, in a proceeding pending before a tribunal, that the tribunal will find some other good cause exists for withdrawing Firm's representation.

20. MODIFICATION BY SUBSEQUENT WRITTEN AGREEMENT

This Agreement may be modified only by the subsequent written agreement of the parties, signed by both Client and Firm.

21. MEDIA COMMUNICATIONS

Client further agrees Firm not to make any statements to the news media regarding the case without prior approval from Advocates. Client understands that Firm will, at their sole discretion, seek and respond to media coverage of the case. Client agrees to refer all media and press inquiries to Firm. Press releases and media coverage may disclose the name of Client. Client therefore consents to allow Firm to issue press releases and to speak to media in relation to Client's case. Firm will do its best to have Client's appointed representative review and approve press releases if time permits.

22. ENTIRE AGREEMENT

This Agreement contains the complete and entire agreement of the parties. No other agreement, statement, representation or promise of any sort made on or before the effective date of this Agreement shall be binding on the parties.

EXECUTION OF AGREEMENT

Each signatory below has read and understood the foregoing terms and those set forth on the attached Rate Schedule and agree to them, as of the date that Advocates for Faith & Freedom executes this Agreement, following Client's timely return of the signed original. This Agreement shall be effective as of the date that Firm countersigns it.

DATED: _____

ADVOCATES FOR FAITH AND FREEDOM

By: _____
Robert Tyler, Partner/Attorney at Law

DATED: _____

**CHINO VALLEY UNIFIED SCHOOL
DISTRICT BOARD OF EDUCATION**

By: _____

Its: _____

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 19, 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 FIRST INTERIM FINANCIAL REPORT

=====

BACKGROUND

Pursuant to Education Code 42131, twice each year, the Board of Education must certify to the County Office of Education and the California Department of Education that the District can meet its financial obligations for the current and two subsequent fiscal years.

The First Interim Financial Report (submitted under separate cover) presents actual data as of October 31, 2024. This report must be approved and certified as positive, qualified, or negative by the Board of Education and submitted to the County Superintendent of Schools. The three certifications are defined as follows:

1. **A Positive Certification** means that a Local Education Agency (LEA) will meet its financial obligations for the current **and** two subsequent fiscal years.
2. **A Qualified Certification** means that an LEA may not meet its financial obligations for the current **or** two subsequent fiscal years.
3. **A Negative Certification** means that an LEA will not meet its financial obligations for the remainder of the fiscal year **or** for the subsequent fiscal year.

The First Interim Report is being presented to the Board of Education for approval with a positive certification.

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

RECOMMENDATION

It is recommended the Board of Education approve the 2024/2025 First Interim Financial Report, and authorize the President of the Board of Education and the Superintendent to sign the positive Certification of Financial Condition for the current and two subsequent fiscal years.

FISCAL IMPACT

Financial information presented for this First Interim Report reflects a balanced budget for fiscal years 2024/2025, 2025/2026, and 2026/2027.

NE:SHC:LP:lmf

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 19, 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: RESOLUTION NO. 2024/25–34, AUTHORIZING THE ESTABLISHMENT
OF AN IRREVOCABLE TRUST FOR OTHER POST-EMPLOYMENT
BENEFITS (OPEB), THROUGH PARTICIPATION IN THE CALIFORNIA
EMPLOYER’S RETIREE BENEFIT TRUST (CERBT) PROGRAM**

=====

BACKGROUND

Other Post-Employment Benefits (OPEB) is the cost the District pays for qualifying retirees’ health insurance for up to ten (10) years or to the age of 65, whichever comes first. Per Government Code Accounting Standards (GASB) 75, school districts must complete an actuarial study and include this liability in the annual financial statements. The most recent actuarial study with a valuation date of June 30, 2023, measures the District’s unfunded liability for OPEB at approximately \$45.5 million. The District currently funds OPEB on an annual pay-as-you-go basis in an estimated amount of \$2.4 million.

The California Employers’ Retiree Benefit Trust (CERBT) Fund through California Public Employees Retirement System (CalPERS) is an Internal Revenue Service Section 115 Irrevocable Trust, which is set up for the purpose of receiving employer contributions that will prefund health and other post-employment benefit costs for retirees. Return on trust investments are typically much higher and range on average from 5.8% to 6.4% over time depending on the composition of the portfolio and the District’s tolerance for risk. The CERBT program is a public not-for-profit trust fund, with low fee rate of 8.5 basis points (0.085%) and provides GASB compliant financial reporting support.

While contributions to the trust are always voluntary and are held in the trust for the District’s exclusive use to pay for retiree benefits, staff recommends the Board approve an initial contribution equivalent to the estimated pay-as-you-go amount of \$2,487,823 and future contributions on an annual basis until the District has fully funded the liability.

Funding post-retirement liability reduces the District’s liability on the balance sheet as well as potentially help maintain the District’s credit rating along with showing all staff, certificated and classified included, that the District is committed to safeguarding their retiree benefits well into the future.

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolution No. 2024/25–34 authorizing the establishment of an irrevocable trust for Other Post-Employment Benefits (OPEB), through participation in the California Employer’s Retiree Benefit Trust (CERBT) Program.

FISCAL IMPACT

Initial contribution of \$2,487,823 and ongoing contributions from Fund 20, not to exceed total unfunded OPEB liability.

NE:SHC:LP:lmf

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Resolution 2024/2025-34

Establishment of an Irrevocable Trust for Other Post-Employment Benefits Through the California Public Employees Retirement System

WHEREAS, The Board of Education of the Chino Valley Unified School District wishes to establish an irrevocable trust; and

WHEREAS, the California Public Employees Retirement System (CalPERS) has established the California Employees' Retirement Benefit Trust (CERBT) Fund for California Public Agencies to use to pre-fund future retiree health and other post-employment benefit costs; and

WHEREAS, to participate in the CERBT program, CalPERS requires that the Board of Education approve the associated agreement.

NOW, THEREFORE BE IT RESOLVED, by the Board of Education of the Chino Valley Unified School District, hereby adopts the agreement with California Public Employee's Retirement Systems (CalPERS) to prefund retiree medical benefits through participation in the California Employer's Retiree Benefit Trust (CERBT) Program; and appoints the incumbents in the following positions, Superintendent, Chief Business Officer, and the Director of Fiscal Services, as Plan Administrators of the Program;

AND BE IT THEREFORE RESOLVED, that the Plan Administrators are authorized to execute the Program's legal and administrative documents on behalf of the District and to take whatever additional actions are necessary to maintain the District's participation, funding facilitation, investment management and administration in the Program, and to maintain compliance of any relevant regulation issues or as may be issued, therefore, authorizing the Plan Administrator to take whatever additional actions are required to administer the District's Program.

APPROVED, PASSED, AND ADOPTED the 19th day of December 2024 by the Board of Education of the Chino Valley Unified School District of San Bernardino County by the following vote:

Cervantes: _____
Cruz: _____
Monroe: _____
Na: _____
Shaw: _____

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

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

CALIFORNIA EMPLOYERS' RETIREE BENEFIT TRUST PROGRAM ("CERBT")

**AGREEMENT AND ELECTION
OF**

(NAME OF EMPLOYER)

**TO PREFUND OTHER POST-EMPLOYMENT
BENEFITS THROUGH CalPERS**

WHEREAS (1) Government Code Section 22940 establishes in the State Treasury the Annuitants' Health Care Coverage Fund for the prefunding of health care coverage for annuitants (Prefunding Plan); and

WHEREAS (2) The California Public Employees' Retirement System (CalPERS) Board of Administration (Board) has sole and exclusive control and power over the administration and investment of the Prefunding Plan (sometimes also referred to as CERBT), the purposes of which include, but are not limited to (i) receiving contributions from participating employers and establishing separate Employer Prefunding Accounts in the Prefunding Plan for the performance of an essential governmental function (ii) investing contributed amounts and income thereon, if any, in order to receive yield on the funds and (iii) disbursing contributed amounts and income thereon, if any, to pay for costs of administration of the Prefunding Plan and to pay for health care costs or other post-employment benefits in accordance with the terms of participating employers' plans; and

WHEREAS (3) _____
(NAME OF EMPLOYER)

(Employer) desires to participate in the Prefunding Plan upon the terms and conditions set by the Board and as set forth herein; and

WHEREAS (4) Employer may participate in the Prefunding Plan upon (i) approval by the Board and (ii) filing a duly adopted and executed Agreement and Election to Prefund Other Post-Employment Benefits (Agreement) as provided in the terms and conditions of the Agreement; and

WHEREAS (5) The Prefunding Plan is a trust fund that is intended to perform an essential governmental function within the meaning of Section 115 of the Internal Revenue Code as an agent multiple-employer defined benefit plan as defined in Governmental Accounting Standards Board (GASB) Statements for Accounting and Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans (OPEB Standards) consisting of an aggregation of single-employer plans, with pooled administrative and investment functions;

NOW, THEREFORE, BE IT RESOLVED THAT EMPLOYER HEREBY MAKES THE FOLLOWING REPRESENTATION AND WARRANTY AND THAT THE BOARD AND EMPLOYER AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

A. Representation and Warranty

Employer represents and warrants that it is a political subdivision of the State of California or an entity whose income is excluded from gross income under Section 115 (1) of the Internal Revenue Code.

B. Adoption and Approval of the Agreement; Effective Date; Amendment

(1) Employer's governing body shall elect to participate in the Prefunding Plan by adopting this Agreement and filing with the CalPERS Board a true and correct original or certified copy of this Agreement as follows:

Filing by mail, send to: CalPERS
 CERBT (OPEB)
 P.O. Box 1494
 Sacramento, CA 95812-1494

Filing in person, deliver to: CalPERS Mailroom
 CERBT (OPEB)
 400 Q Street
 Sacramento, CA 95811

(2) Upon receipt of the executed Agreement, and after approval by the Board, the Board shall fix an effective date and shall promptly notify Employer of the effective date of the Agreement.

(3) The terms of this Agreement may be amended only in writing upon the agreement of both CalPERS and Employer, except as otherwise provided herein. Any such amendment or modification to this Agreement shall be adopted and executed in the same manner as required for the Agreement. Upon receipt of the executed amendment or modification, the Board shall fix the effective date of the amendment or modification.

(4) The Board shall institute such procedures and processes as it deems necessary to administer the Prefunding Plan, to carry out the purposes of this Agreement, and to maintain the tax exempt status of the Prefunding Plan. Employer agrees to follow such procedures and processes.

C. Other Post-Employment Benefits (OPEB) Cost Reports and Employer Contributions

(1) Employer shall provide to the Board an OPEB cost report on the basis of the actuarial assumptions and methods prescribed by the Board. Such report shall be for the Board's use in financial reporting, and shall be prepared at least as often as the minimum frequency required by applicable GASB OPEB Standards. This OPEB cost report may be prepared as an actuarial valuation report or, if the employer is qualified under GASB OPEB Standards, may be prepared as an Alternative Measurement Method (AMM) report.

- (a) Unless qualified under GASB OPEB Standards, to provide an AMM report, Employer shall provide to the Board an actuarial valuation report. Such report shall be for the Board's use in financial reporting, and shall be prepared at least as often as the minimum frequency required by GASB OPEB Standards, and shall be:
 - 1) prepared and signed by a Fellow or Associate of the Society of Actuaries who is also a Member of the American Academy of Actuaries or a person with equivalent qualifications acceptable to the Board;
 - 2) prepared in accordance with generally accepted actuarial practice and GASB OPEB Standards; and,
 - 3) provided to the Board prior to the Board's acceptance of contributions for the valuation period or as otherwise required by the Board.
- (b) If qualified under GASB OPEB Standards, Employer may provide to the Board an AMM report. Such report shall be for the Board's use in financial reporting, shall be prepared at least as often as the minimum frequency required by GASB OPEB Standards, and shall be:
 - 1) affirmed by Employer's external auditor, or by a Fellow or Associate of the Society of Actuaries who is also a Member of the American Academy of Actuaries or a person with equivalent qualifications acceptable to the Board, to be consistent with the AMM process described in GASB OPEB Standards;
 - 2) prepared in accordance with GASB OPEB Standards; and,
 - 3) provided to the Board prior to the Board's acceptance of contributions for the valuation period or as otherwise required by the Board.

(2) The Board may reject any OPEB cost report for financial reporting purposes submitted to it, but shall not unreasonably do so. In the event that the Board

determines, in its sole discretion, that the OPEB cost report is not suitable for use in the Board's financial statements or if Employer fails to provide a required OPEB cost report, the Board may obtain, at Employer's expense, an OPEB cost report that meets the Board's financial reporting needs. The Board may recover from Employer the cost of obtaining such OPEB cost report by billing and collecting from Employer or by deducting the amount from Employer's account in the Prefunding Plan.

(3) Employer shall notify the Board of the amount and time of contributions which contributions shall be made in the manner established by the Board.

(4) Employer contributions to the Prefunding Plan may be limited to the amount necessary to fully fund Employer's actuarial present value of total projected benefits, as supported by the OPEB cost report for financial reporting purposes acceptable to the Board. As used throughout this document, the meaning of the term "actuarial present value of total projected benefits" is as defined in GASB OPEB Standards. If Employer's contribution causes its assets in the Prefunding Plan to exceed the amount required to fully fund the actuarial present value of total projected benefits, the Board may refuse to accept the contribution.

(5) No contributions are required. Contributions can be made at any time following the effective date of the Agreement provided that Employer has first complied with the requirements of Paragraph C.

D. Administration of Accounts, Investments, Allocation of Income

(1) The Board has established the Prefunding Plan as an agent plan consisting of an aggregation of single-employer plans, with pooled administrative and investment functions, under the terms of which separate accounts are maintained for each employer so that the Employer's assets will provide benefits only under the Employer's post-employment benefit plan(s).

(2) All Employer contributions and assets attributable to Employer contributions shall be separately accounted for in the Prefunding Plan (Employer's Prefunding Account).

(3) Employer's Prefunding Account assets may be aggregated with prefunding account assets of other employers and may be co-invested by the Board in any asset classes appropriate for a Section 115 Trust.

(4) The Board may deduct the costs of administration of the Prefunding Plan from the investment income or Employer's Prefunding Account in a manner determined by the Board.

(5) Investment income shall be allocated among participating employers and posted to Employer's Prefunding Account as determined by the Board but no less frequently than annually.

(6) If Employer's assets in the Prefunding Plan exceed the amount required to fully fund the actuarial present value of total projected benefits, the Board, in compliance with applicable accounting and legal requirements, may return such excess to Employer.

E. Reports and Statements

(1) Employer shall submit with each contribution a contribution report in the form and containing the information prescribed by the Board.

(2) The Board shall prepare and provide a statement of Employer's Prefunding Account at least annually reflecting the balance in Employer's Prefunding Account, contributions made during the period and income allocated during the period, and such other information as the Board determines.

F. Disbursements

(1) Employer may receive disbursements not to exceed the annual premium and other costs of post-employment healthcare benefits and other post-employment benefits as defined in GASB OPEB Standards.

(2) Employer shall notify CalPERS in writing in the manner specified by CalPERS of the persons authorized to request disbursements from the Prefunding Plan on behalf of Employer.

(3) Employer's request for disbursement shall be in writing signed by Employer's authorized representative, in accordance with procedures established by the Board. The Board may require that Employer certify or otherwise establish that the monies will be used for the purposes of the Prefunding Plan.

(4) Requests for disbursements that satisfy the requirements of paragraphs (2) and (3) will be processed monthly.

(5) CalPERS shall not be liable for amounts disbursed in error if it has acted upon the written instruction of an individual authorized by Employer to request disbursements. In the event of any other erroneous disbursement, the extent of CalPERS' liability shall be the actual dollar amount of the disbursement, plus interest at the actual earnings rate but not less than zero.

(6) No disbursement shall be made from the Prefunding Plan which exceeds the balance in Employer's Prefunding Account.

G. Costs of Administration

Employer shall pay its share of the costs of administration of the Prefunding Plan, as determined by the Board.

H. Termination of Employer Participation in Prefunding Plan

(1) The Board may terminate Employer's participation in the Prefunding Plan if:

- (a) Employer gives written notice to the Board of its election to terminate;
- (b) The Board finds that Employer fails to satisfy the terms and conditions of this Agreement or of the Board's rules or regulations.

(2) If Employer's participation in the Prefunding Plan terminates for any of the foregoing reasons, all assets in Employer's Prefunding Account shall remain in the Prefunding Plan, except as otherwise provided below, and shall continue to be invested and accrue income as provided in Paragraph D.

(3) After Employer's participation in the Prefunding Plan terminates, Employer may not make contributions to the Prefunding Plan.

(4) After Employer's participation in the Prefunding Plan terminates, disbursements from Employer's Prefunding Account may continue upon Employer's instruction or otherwise in accordance with the terms of this Agreement.

(5) After the Employer's participation in the Prefunding Plan terminates, the governing body of the Employer may request either:

- (a) A trustee to trustee transfer of the assets in Employer's Prefunding Account; provided that the Board shall have no obligation to make such transfer unless the Board determines that the transfer will satisfy applicable requirements of the Internal Revenue Code, other law and accounting standards, and the Board's fiduciary duties. If the Board determines that the transfer will satisfy these requirements, the Board shall then have one hundred fifty (150) days from the date of such determination to effect the transfer. The amount to be transferred shall be the amount in the Employer's Prefunding Account as of the date of the transfer (the "transfer date") and shall include investment earnings up to an investment earnings allocation date preceding the transfer date. In no event shall the investment earnings allocation date precede the transfer date by more than 150 days.
- (b) A disbursement of the assets in Employer's Prefunding Account; provided that the Board shall have no obligation to make such disbursement unless the Board determines that, in compliance with the Internal Revenue Code, other law and accounting standards, and the Board's fiduciary duties, all of Employer's obligations for payment of post-employment health care benefits and other post-employment benefits and reasonable administrative costs of the Board have been satisfied. If the Board determines that the disbursement will satisfy these requirements, the

Board shall then have one hundred fifty (150) days from the date of such determination to effect the disbursement. The amount to be disbursed shall be the amount in the Employer's Prefunding Account as of the date of the disbursement (the "disbursement date") and shall include investment earnings up to an investment earnings allocation date preceding the disbursement date. In no event shall the investment earnings allocation date precede the disbursement date by more than 150 days.

(6) After Employer's participation in the Prefunding Plan terminates and at such time that no assets remain in Employer's Prefunding Account, this Agreement shall terminate.

(7) If, for any reason, the Board terminates the Prefunding Plan, the assets in Employer's Prefunding Account shall be paid to Employer after retention of (i) amounts sufficient to pay post-employment health care benefits and other post-employment benefits to annuitants for current and future annuitants described by the employer's current substantive plan (as that term is used in GASB OPEB Standards), and (ii) amounts sufficient to pay reasonable administrative costs of the Board.

(8) If Employer ceases to exist but Employer's Prefunding Plan continues to exist and if no provision has been made by Employer for ongoing payments to pay post-employment health care benefits and other post-employment benefits to annuitants for current and future annuitants, the Board is authorized to and shall appoint a third party administrator to carry out Employer's Prefunding Plan. Any and all costs associated with such appointment shall be paid from the assets attributable to contributions by Employer.

(9) If Employer should breach the representation and warranty set forth in Paragraph A., the Board shall take whatever action it deems necessary to preserve the tax-exempt status of the Prefunding Plan.

I. General Provisions

(1) Books and Records.

Employer shall keep accurate books and records connected with the performance of this Agreement. Employer shall ensure that books and records of subcontractors, suppliers, and other providers shall also be accurately maintained. Such books and records shall be kept in a secure location at the Employer's office(s) and shall be available for inspection and copying by CalPERS and its representatives.

(2) Audit.

- (a) During and for three years after the term of this Agreement, Employer shall permit the Bureau of State Audits, CalPERS, and its authorized

representatives, and such consultants and specialists as needed, at all reasonable times during normal business hours to inspect and copy, at the expense of CalPERS, books and records of Employer relating to its performance of this Agreement.

- (b) Employer shall be subject to examination and audit by the Bureau of State Audits, CalPERS, and its authorized representatives, and such consultants and specialists as needed, during the term of this Agreement and for three years after final payment under this Agreement. Any examination or audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement. Employer shall cooperate fully with the Bureau of State Audits, CalPERS, and its authorized representatives, and such consultants and specialists as needed, in connection with any examination or audit. All adjustments, payments, and/or reimbursements determined to be necessary by any examination or audit shall be made promptly by the appropriate party.

(3) Notice.

- (a) Any notice, approval, or other communication required or permitted under this Agreement will be given in the English language and will be deemed received as follows:
 - 1. Personal delivery. When personally delivered to the recipient. Notice is effective on delivery.
 - 2. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice. Notice is effective three delivery days after deposit in a United States Postal Service office or mailbox.
 - 3. Certified mail. When mailed certified mail, return receipt requested. Notice is effective on receipt, if delivery is confirmed by a return receipt.
 - 4. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, Notice is effective on delivery, if delivery is confirmed by the delivery service.
 - 5. Telex or Facsimile Transmission. When sent by telex or fax to the last telex or fax number of the recipient known to the party giving notice. Notice is effective on receipt, provided that (i) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (ii) the receiving party delivers a written

confirmation of receipt. Any notice given by telex or fax shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a nonbusiness day.

6. E-mail transmission. When sent by e-mail using software that provides unmodifiable proof (i) that the message was sent, (ii) that the message was delivered to the recipient's information processing system, and (iii) of the time and date the message was delivered to the recipient along with a verifiable electronic record of the exact content of the message sent.

Addresses for the purpose of giving notice are as shown in Paragraph B.(1) of this Agreement.

- (b) Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- (c) Any party may change its address, telex, fax number, or e-mail address by giving the other party notice of the change in any manner permitted by this Agreement.
- (d) All notices, requests, demands, amendments, modifications or other communications under this Agreement shall be in writing. Notice shall be sufficient for all such purposes if personally delivered, sent by first class, registered or certified mail, return receipt requested, delivery by courier with receipt of delivery, facsimile transmission with written confirmation of receipt by recipient, or e-mail delivery with verifiable and unmodifiable proof of content and time and date of sending by sender and delivery to recipient. Notice is effective on confirmed receipt by recipient or 3 business days after sending, whichever is sooner.

(4) Survival

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of their Agreement shall survive the termination of this Agreement until such time as all amounts in Employer's Prefunding Account have been disbursed.

(5) Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and

signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

(6) Necessary Acts, Further Assurances

The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

A majority vote of Employer's Governing Body at a public meeting held on the _____ day of the month of _____ in the year _____, authorized entering into this Agreement.

Signature of the Presiding Officer: _____

Printed Name of the Presiding Officer: _____

Name of Governing Body: _____

Name of Employer: _____

Date: _____

BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
MELODY BENAVIDES
DIVISION CHIEF, PENSION CONTRACTS AND PREFUNDING PROGRAMS
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

To be completed by CalPERS

The effective date of this Agreement is: _____



State of California
California Public Employees' Retirement System California
Employers' Retiree Benefit Trust (CERBT) 400 Q Street,
Sacramento, CA 95811
www.calpers.ca.gov

Delegation of Authority to Request Disbursements California Employers' Retiree Benefit Trust (CERBT)

RESOLUTION OF THE

(GOVERNING BODY)

OF THE

(NAME OF EMPLOYER)

The _____ delegates to the incumbents
(GOVERNING BODY)

in the positions of _____ and
(TITLE)

_____, and/or
(TITLE)

_____ authority to request on behalf of the
(TITLE)

Employer disbursements from the Other Post Employment Prefunding Plan and to certify as
to the purpose for which the disbursed funds will be used.

By _____

Title _____

Witness _____

Date _____

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 19, 2024
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Grace Park, Ed.D., Deputy Superintendent
**SUBJECT: MINIMUM WAGE AND COMPENSATION INCREASE TO THE
CLASSIFIED SERVICE (NON-BARGAINING UNIT)**

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BACKGROUND

Effective January 1, 2025, the minimum wage will increase to \$16.50 an hour. As a result, the District is adjusting the hourly rate from \$16.00 to \$16.50 for the Playground Supervisor, Avid Tutor, and WIOA Student positions.

New hourly rate is provided in **bold**, while the old hourly rate to be deleted is ~~lined through~~.

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

RECOMMENDATION

It is recommended the Board of Education approve the minimum wage and compensation increase to the Classified Service (Non-Bargaining Unit), effective January 1, 2025.

FISCAL IMPACT

The fiscal impact is unknown at this time due to the fluctuation of employees.

NE:GP:jw

Classified Substitute Salary Schedule

Effective 01/01/2025 07/01/2024

CLERICAL	RANGE	STEP A
Account Clerk I	28	\$21.37
Account Clerk II	32	\$23.61
Account Clerk III	36	\$26.05
Account Clerk III/Facilities & Planning	37	\$26.71
Accountant I	43	\$30.96
Accountant II	46	\$33.38
Accountant II/Facilities & Planning	46	\$33.38
Accountant II/Position Control	46	\$33.38
Administrative Secretary I	40	\$28.77
Administrative Secretary II	48	\$35.03
Administrative Secretary III	50	\$36.83
Administrative Secretary IV	52	\$38.66
Alternative Ed. Work Center Outreach Advisor	30	\$22.48
ASB Student Store Clerk	27	\$20.83
Assessment Technician	40	\$28.77
Assistant Principal Secretary	32	\$23.61
Attendance Clerk	29	\$21.91
Behavior Intervention Records Asst.	31	\$23.03
Bilingual (Desig. Lang.) Admin. Secretary I	42	\$30.22
Bilingual Typist Clerk I	28	\$21.37
Billing Specialist	43	\$30.96
Career Center Guidance Technician	34	\$24.79
Categorical Programs Technician	40	\$28.77
Child Development Program Clerk II	30	\$22.48
Child Development Program Technician	40	\$28.77
Communications Technician	40	\$28.77
Counseling Assistant	33	\$24.19
Credential Technician	44	\$31.74
District Attendance Aide II	30	\$22.48
District Attendance Liaison	29	\$21.91
District Attendance Specialist	46	\$33.38
District Community Attendance Liaison	28	\$21.37
District Media Center Clerk	27	\$20.83
District Media Center Operations Technician	34	\$24.79
District Media Center Specialist	32	\$23.61
District Postal Specialist	29	\$21.91
District Purchasing Assistant	41	\$29.48
District Receptionist	27	\$20.83
District Secretary	32	\$23.61
District Student Body Finance Technician	40	\$28.77
District Student Records Specialist	29	\$21.91
Elementary Library/Media Center Assistant	28	\$21.37
Family Services Program Specialist	50	\$36.83
Finance Technician	54	\$40.62
Fringe Benefits Technician	40	\$28.77
Grant Program Support Spec./Suppl. Funding	30	\$22.48
Health Technician	30	\$22.48
High School Receptionist	27	\$20.83
Insurance Claims Examiner	36	\$26.05
Interfund Control Clerk	38	\$27.36
Nutrition Eligibility Specialist	32	\$23.61
Nutrition Services Fiscal Technician	40	\$28.77
Payroll Clerk II	32	\$23.61
Payroll Clerk III	36	\$26.05
Payroll Technician	40	\$28.77
Personnel Clerk I	28	\$21.37
Personnel Clerk II	32	\$23.61
Personnel Clerk III	36	\$26.05
Purchasing Clerk II	32	\$23.61
Purchasing Clerk III	36	\$26.05

CLERICAL (cont.)	RANGE	STEP A
Registrar	32	\$23.61
Risk Management Specialist	46	\$33.38
School Secretary I	36	\$26.05
School Secretary II	38	\$27.36
Secondary Library/Media Asst.	30	\$22.48
Student Personnel Specialist	31	\$23.03
Student Body Finance Clerk	31	\$23.03
Supplemental Instruction Support Technician	34	\$24.79
Transportation Technician	40	\$28.77
Typist Clerk I	26	\$20.36
Typist Clerk II	29	\$21.91
WIOA Employment Placement Specialist	29	\$21.91
Workforce Investment Act Career Technician	35	\$25.42
INSTRUCTIONAL		
Assistive Technology Assistant	30	\$22.48
Behavior Intervention Aide/Spec. Ed.	28	\$21.37
Bilingual-Biliterate/Generic	26	\$20.36
Bilingual-Biliterate/Spanish	26	\$20.36
Bilingual-Portuguese	26	\$20.36
Child Care Specialist	30	\$22.48
Ged Test Proctor	26	\$20.36
IA/Childhood Education	26	\$20.36
IA/Computer Assisted Instruction	26	\$20.36
IA/Curriculum Lab	26	\$20.36
IA/Elementary Physical Education	26	\$20.36
IA/Elementary Grade Level	26	\$20.36
IA/Secondary Grade Level	26	\$20.36
Paraprofessional I	28	\$21.37
Paraprofessional II	30	\$22.48
Interpreter-Deaf/Hard of Hearing	58	\$44.85
Remedial Reading	26	\$20.36
ROP/Auto Body/Paint	26	\$20.36
School Community Liaison	28	\$21.37
Community Liaison/Bilingual-Spanish	28	\$21.37
Speech-Language Pathology Assistant	30	\$22.48
Testing Aide/Biling.-Bilit.	28	\$21.37
NUTRITIONAL SERVICES		
Nutrition Eligibility Specialist	32	\$23.61
Nutrition Services Manager I	23	\$18.91
Nutrition Services Manager II	28	\$21.37
Nutrition Services Manager III	35	\$25.42
Nutrition Services Manager Rover	30	\$22.48
Nutrition Services Professional	23	\$18.91
Nutrition Services Professional/Rover	25	\$19.86
NS/Roving Mgr./Caterer/Central Kitchen Asst.	35	\$25.42
TECHNICAL		
Athletic Trainer	42	\$30.22
Audio Visual/Computer Elec. Technician	52	\$38.66
Computer Operations Technician I	40	\$28.77
Computer Operations Technician II	46	\$33.38
District Videographer	40	\$28.77
Duplicating Department Clerk	27	\$20.83
Electronics Communication Systems Technician	51	\$37.74
Electronics Display Systems Technician	51	\$37.74
Electronics Security Systems Technician	51	\$37.74
Electronics Technician I	39	\$28.07
MAINTENANCE/OPERATIONS (cont.)		
Plumber	42	\$30.22
Sheet Metal	36	\$26.05
Welder	36	\$26.05

Classified Substitute Salary Schedule

Effective 01/01/2025 07/01/2024

TECHNICAL (cont.)	RANGE	
Four-Color Specialist	38	\$27.36
Junior Database Administrator	51	\$37.74
Lead Duplicating Technician	41	\$29.48
Lead Electronics Technician	56	\$42.70
Lead Network Technician	60	\$47.15
Licensed Vocational Nurse	38	\$27.36
Public Information Officer	50	\$36.83
Network Support Technician	46	\$33.38
Network Technician	56	\$42.70
Offset Press Operator Spec.	35	\$25.42
Printer/Publisher Operator	35	\$25.42
Programmer I	41	\$29.48
Programmer Analyst I	51	\$37.74
Technology/Computer Assistant	32	\$23.61
Technology Technician	40	\$28.77
MAINTENANCE/OPERATIONS		
Custodian I	29	\$21.91
Custodian II	32	\$23.61
Custodian I/Carpet-Flooring	29	\$21.91
Custodian II/Carpet-Flooring	32	\$23.61
Custodian III/Carpet-Flooring	38	\$27.36
Custodian Specialist	38	\$27.36
Draftsperson	41	\$29.48
Energy/Resource Conservation Tech.	39	\$28.07
Groundswoker I	29	\$21.91
Groundswoker II	32	\$23.61
Groundswoker III	36	\$26.05
Grounds Equipment Operator II	34	\$24.79
Pesticide Appl./Grounds Equipment Operator II	36	\$26.05
Grounds Equipment Operator III	40	\$28.77
Heavy Grounds Equipment Operator II	34	\$24.79
Heavy Grounds Equipment Operator III	40	\$28.77
Maintenance I		
Carpenter	35	\$25.42
Electrician	35	\$25.42
Fire System Repair	32	\$23.61
General Maintenance	32	\$23.61
Heating/Ventilating Air Cond./Refrigeration	38	\$27.36
Locksmith	32	\$23.61
Painter	32	\$23.61
Plumber	38	\$27.36
Sheet Metal	32	\$23.61
Small Engine Repair	32	\$23.61
Welder	32	\$23.61
Maintenance II		
Carpenter	39	\$28.07
Electrician	39	\$28.07
Equipment Repair	36	\$26.05
Fire System Repair	36	\$26.05
General Maintenance	36	\$26.05
Heating/Ventilating Air Cond./Refrigeration	42	\$30.22
Locksmith	36	\$26.05
Painter	36	\$26.05

Maintenance III			
Carpenter	43	\$30.96	
Crafts Specialist	40	\$28.77	
Electrician	46	\$33.38	
Equipment Repair	40	\$28.77	
Fire System Technician	40	\$28.77	
Heating/Ventilating Air Cond./Refrigeration	46	\$33.38	
Locksmith	46	\$33.38	
Metal Worker/Welder	46	\$33.38	
Painter	40	\$28.77	
Plumber	46	\$33.38	
Sheet Metal	40	\$28.77	
Small Engine Repair	40	\$28.77	
Welder	40	\$28.77	
Maintenance Leadworker			
Carpenter	46	\$33.38	
Electrician	46	\$33.38	
Heating/Ventilating Air Cond./Refrigeration	49	\$35.91	
Painter	43	\$30.96	
Plumber	49	\$35.91	
Maintenance Pool Technician	36	\$26.05	
Maintenance Scheduler/Parts Fac.	42	\$30.22	
Maintenance Sprinkler Tech. I	35	\$25.42	
Maintenance Sprinkler Tech. II	39	\$28.07	
Maintenance Sprinkler Tech. III	43	\$30.96	
Office Machines Tech. I	32	\$23.61	
Office Machines Tech. II	36	\$26.05	
Office Machines Tech. III	40	\$28.77	
Security Person	34	\$24.79	
Senior Security Officer	36	\$26.05	
Lead Storekeeper/Warehouse Delivery Person	39	\$28.07	
Storekeeper	36	\$26.05	
Maintenance Material/Equipment Facilitator	43	\$30.96	
Warehouse and/or Delivery Worker	31	\$23.03	
TRANSPORTATION			
Automotive Service Person	31	\$23.03	
Bus Driver	35	\$25.42	
Driver Trainer	40	\$28.77	
Dispatcher/Scheduler	37	\$26.71	
Mechanic I	35	\$25.42	
Mechanic II	44	\$31.74	
Mechanic III	46	\$33.38	
Transportation Glazer/Upholster	40	\$28.77	
OTHER			
AVID Tutor	NA	\$16.50	16:00
Playground Supervisor	21A	\$16.50	16:00
WIOA Student	NA	\$16.50	16:00

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
November 21, 2024

MINUTES

I. OPENING BUSINESS

I.A. CALL TO ORDER – 4:10 P.M.

1. Roll Call

President Shaw called to order the regular meeting of the Board of Education, Thursday, November 21, 2024, at 4:10 p.m. with Bridge, Cruz Na, and Shaw present. Mr. Monroe arrived at 4:16 p.m.

Administrative Personnel

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

2. Public Comment on Closed Session Items

None.

3. Closed Session

President Shaw adjourned to closed session at 4:10 p.m. regarding conference with real property negotiators; conference with legal counsel anticipated litigation: two possible cases; conference with legal counsel existing litigation: one case; student discipline matters; conference with legal counsel existing litigation: one case; conference with labor negotiators: A.C.T. and CSEA negotiations; public employee appointment: elementary principal and high and junior high school assistant principals; and public employee discipline/dismissal/release.

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 4:10 p.m. to 5:41 p.m. regarding conference with real property negotiators; conference with legal counsel anticipated litigation: two possible cases; conference with legal counsel existing litigation: one case; student discipline matters; conference with legal counsel existing litigation: one case; conference with labor negotiators: A.C.T. and CSEA negotiations; public employee appointment: elementary principal and high and junior high school assistant principals; and public employee discipline/dismissal/release. The Board approved further action to be taken on APN 1019-441-10-0-000, Chino Valley Unified School District and Charles & Christine Unsworth Trust, price and terms of payment, subject to any minor revisions to the purchase and sale agreement and subject to the California Environmental Quality Act (CEQA); by a unanimous vote of 5-0, with Bridge, Cruz, Monroe, Na, and Shaw voting yes, approved a settlement agreement to resolve OAH Case No. 2024090843, providing for funding of specified services in an amount not to exceed \$19,000, payment of attorneys' fees and costs in an amount of \$8,500, dismissal with prejudice of the OAH case, expungement of specified student records, and a waiver and release of claims; by a vote of 4-0-1 (Bridge abstained) upheld the Superintendent's decision regarding a complaint filed against employee 5152; by unanimous votes of 5-0 appointed Amber Orttel-Parks as principal of Butterfield Ranch ES effective December 2, 2024; and Melissa Cisneros-Alba as assistant principal at Cal Aero Preserve Academy effective date to be determined. No further action was taken that required public disclosure.

2. Pledge of Allegiance
Led by Liz Avila.

I.C. STAFF REPORT:

Dr. Tracy Freed, Assistant Superintendent CIIS, presented the Essential Standards and the Smarter Balanced Assessment (SBA) Results report, which included: English Language Arts and math SBA % met/exceed over time results; SBA District overall % met/exceeded results; and relative performance.

I.D. COMMENTS FROM STUDENT REPRESENTATIVE

Gabriella reported that Don Lugo HS held its first academic rally to reward students for their hard work inside and outside of the classroom; said Chino HS held a Spooktacular event for Halloween last month; extended congratulations to the football team who played their last CIF football game last week and thanked teachers and staff who ensured the safety of students; said Chino Hills HS had a day where students were able to donate and buy secondhand clothing and had a pickle ball day for students; said Ayala HS

had their second rally of the year; gave a shout out to the fall sport teams in the District; and extended good luck to all winter sports teams for the upcoming season.

I.E. COMMENTS FROM EMPLOYEE REPRESENTATIVES

Steven Frazer, A.C.T. President, extended congratulations to newly elected Board members; said the Association remains steadfast to its belief that community strength lies in the ability to come together; pledged to work collaboratively for the needs of students, educators, and broader community; said the Association is committed to fostering equity, excellence, and opportunity in schools; and recognized Board member Don Bridge and expressed gratitude for his public service.

Danny Hernandez, CSEA President, said that he has been visiting school sites; shared that classified staff have a consistent message of more training; attended the CSEBA conference with other District employees; spoke about mental health awareness; thanked Board member Don Bridge for his service; and wished everyone a happy Thanksgiving holiday.

Emily Lao, CHAMP President, thanked Dr. Freed for the data provided in her report; spoke about the District's One-Stop shop for students; extended welcome to newly appointed administrators; and wished everyone a happy Thanksgiving.

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

The following individuals addressed the Board: Amanda Swager; Virginia Renteria; Colonel Robert Reed; Lieutenant Ed Haronian; Eric Shamp; Caitlyn Cabal; Jazelle Campos; Monica Paz; and Emily Barajas.

I.G. CHANGES AND DELETIONS

The following change was read into the record: Item 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; the contract was yellow-sheeted. There were no further changes or 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**

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

III. CONSENT

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

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

Approved 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

Established 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

Approved the revision of Board Bylaw 9010—Public Statements.

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

Approved the revision of Board Bylaw 9012—Board Member Electronic Communications.

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

Approved student expulsion cases 24/25-11, 24/25-12, 24/25-14, and 24/25-16.

III.C.2. School Sponsored Trips

Approved/ratified 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

Approved 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

Approved the new course CTA Introduction to Dance.

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

Approved the new course CTA Dance 1.

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.

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

Approved 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

Approved 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

Approved 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

Approved 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

Approved 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

Approved 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

Approved 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

Approved 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

Approved 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

Approved 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

Approved 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

Approved 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

Approved 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

Approved 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

Approved 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

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-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

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-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

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-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

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-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

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-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

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-16.

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

Approved 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

Approved/ratified the certificated/classified personnel items.

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

Approved 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

Received 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

Received 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

Received 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

Received and filed the Community Facilities District 4 (College Park) Special Tax Accountability Report for Fiscal Year 2023/2024.

IV.D.2. Cash Management Program

Received for information the report on the Cash Management Program.

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

Received for information the annual report per Board Policy 3470 Debt Issuance and Management.

V. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

James Na requested that staff follow up with Ayala HS parents and students regarding their athletic team concerns; recognized Board member Don Bridge for his service; thanked fellow Board members for attending the Veterans' Day ceremony; and expressed what Thanksgiving means to him.

Andrew Cruz expressed his concern regarding the Ayala HS situation with CIF; and honored Board member Don Bridge for his service to education.

Jon Monroe expressed his concern regarding the Ayala HS cross country CIF situation and asked staff to look at a possible resolution; wished everyone a happy Thanksgiving break; and thanked Board member Don Bridge for his service.

Superintendent Enfield shared that there was a reporting error relative to the Ayala HS cross country CIF situation and that he is following up for a potential remedy; thanked Board member Don Bridge for his years of service to the District and shared his history with the District; and wished everyone a happy and safe Thanksgiving.

Don Bridge said he attended the San Bernardino County Joint Fall meeting; attended the State of the Fire District address; attended the Chino Valley Lions Club teacher mini grant awards event; said he attended the Chino Hills HS CIF football game against Cajon HS; congratulated all four high schools for making the CIF playoffs; said he is pleased the District is looking into the Ayala HS cross country situation; thanked the community for electing him four years ago, thanked District employees, thanked previous Board members with who he served; congratulated newly elected and reelected Board members; spoke about his family support through his career and presented his wife with roses to thank her; and extended Thanksgiving wishes and wished everyone a merry Christmas and happy new year 2025.

President Shaw expressed gratitude to Board member Don Bridge for his service and wished him happiness for his future; attended Veterans' Day events with Board members and thanked veterans for serving and those who currently serve; thanked and commended District security staff for what they do for students on campus; and spoke about the Ayala HS CIF situation, and said she hopes that a solution is found for students.

VI. ADJOURNMENT

President Shaw adjourned the regular meeting of the Board of Education at 7:16 p.m.

President

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: December 19, 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

\$5,172,240.43 to all District funding sources.

NE:SHC:LP:lmf

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 19, 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
December 19, 2024

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Dickey ES</u>		
PTO	Family Dance Night	1/24/25
PTO	Valentine Grams	2/3/25 - 2/7/25
PTO	Family Paint Night	2/27/25
<u>Hidden Trails ES</u>		
PTA	The Stand Dine Out	2/26/25
<u>Litel ES</u>		
ASB - 6th Grade	Clothing Drive	2/3/25 - 2/7/25
<u>Briggs K-8</u>		
PFA	Movie Night	1/29/25
<u>Woodcrest JHS</u>		
ASB - General	Baskin Robbins Family Dine Out	3/12/25
<u>Ayala HS</u>		
ASB - Girls' Basketball	Snap! Raise	12/20/24
ASB - Speech & Debate	Debate Concessions	12/20/24
ASB - Girls' Water Polo	Varsity Entry Tournament Fees	12/20/24 - 12/21/24
ASB - Girls' Water Polo	Frosh Entry Tournament Fees	12/20/24 - 12/21/24
ASB - Boys' Soccer	Donation Drive	12/20/24 - 3/20/25
ASB - Boys' Volleyball	Calendar Sales	12/20/24 - 4/30/25
ASB - Boys' Volleyball	Uniform & Spirit Packs	12/20/24 - 4/30/25
ASB - Boys' Volleyball	Thinknlocal	12/20/24 - 5/1/25
ASB - Boys' Volleyball	Leading Edge Donation Drive	1/1/25 - 2/1/25
ASB - Girls' Water Polo	JV Entry Tournament Fees	1/10/25 - 1/11/25
ASB - Girls' Basketball	Applebee's Pancake Breakfast	1/11/25
ASB - Bulldog Times	7 Leaves Café	1/22/25
ASB - Girls' Water Polo	Varsity Entry Tournament Fees	1/24/25 - 1/25/25

CHINO VALLEY UNIFIED SCHOOL DISTRICT
December 19, 2024

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Chino HS</u>		
Sports Boosters	Chipotle Dine Out	12/20/24
Sports Boosters	Calendar Sales	12/20/24 - 12/30/24
Sports Boosters	Girls' Basketball Concessions	12/20/24 - 3/1/25
Sports Boosters	Clothing Drive	12/30/24 - 1/20/25
ASB - Link Crew	Game Night Tickets	1/10/25
Sports Boosters	Basketball Tournament	1/20/25
CHAPPS Boosters	See's Candies	1/21/25 - 1/30/25
ASB - Link Crew	Movie Night Tickets	1/24/25 - 4/25/25
ASB - Link Crew	Dodgeball Tickets	2/3/25 - 2/7/25
ASB - Link Crew	Slime & Pizza Night	3/6/25
<u>Chino Hills HS</u>		
Music Boosters	Giving Bean	12/20/24 - 1/18/25
ASB - Girls' Soccer	Snap! Raise	12/20/24 - 1/20/25
General Boosters - Aquatics	Concessions	12/20/24 - 1/25/25
General Boosters - Aquatics	Thinknlocal	12/20/24 - 1/31/25
Music Boosters	Thinknlocal	12/20/24 - 1/31/25
General Boosters - Softball	Youth Clinic	1/4/25
ASB - STEM Research Club	Raising Cane's	1/13/25 - 1/17/25
ASB - Key Club	Raising Cane's	1/20/25 - 1/31/25
PTO	Panera Dine Out	1/21/25
PTO	Panda Express Dine Out	2/21/25
ASB - Key Club	7 Leaves Café	3/21/25
<u>Don Lugo HS</u>		
Performing Arts Boosters	Clothing Drive	12/20/24 - 1/11/25
Sports Boosters - Football	MoneyDolley Online Sales	12/20/24 - 1/20/25
Sports Boosters - Soccer	Crumbl Cookie Dine Out	1/7/25
Sports Boosters - Soccer	Chick-fil-A Dine Out	1/20/25
Performing Arts Boosters	Dance Showcase	1/26/25
Performing Arts Boosters	Dance Showcase Concessions	3/12/25 - 3/13/25

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 19, 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

=====

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
December 19, 2024

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<u>HOPE Program/Care Closet</u>		
Mr. Ernie Reed	Stater Bros. Gift Cards (4)	\$100.00
<u>Glenmeade ES</u>		
Art Bennett	Flags, Poles & Cash	\$175.00
<u>Newman ES</u>		
Inland Empire Community Foundation	Cash	\$6,000.00
<u>Rolling Ridge ES</u>		
Chatfield Management	Gift Cards	\$200.00
<u>Chino HS</u>		
Adriana Jauregui	Cash	\$200.00
Yen-Fu Chen & Tan-Hui Lin	Cash	\$2,000.00
Lally Medical Group	Cash	\$7,630.00
<u>Don Lugo HS</u>		
Adrienne Napoli Bryant	Cash	\$200.00
Betsy Bowering	Cash	\$200.00
Cynthia Weeks	Cash	\$200.00
Danette Aguilar	Cash	\$200.00
James Wisdom	Cash	\$200.00
Jasmin Spolar	Cash	\$200.00
Linda Zeigler	Cash	\$200.00
Sophie Yu	Cash	\$200.00
Theresa Parra	Cash	\$200.00
Aubrey Akins	Cash	\$400.00

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: December 19, 2024, 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	October	\$24,813.88	\$174,449.83
Margaret A. Chidester & Associates	October	\$27,893.15	\$ 81,702.80
Tao Rossini, APC	October	\$25,108.75	\$ 59,848.20
	Total	\$77,815.78	\$316,000.83

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

\$77,815.78 to the General Fund.

NE:SHC:LP:lmf

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 19, 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 READMISSION CASES 22/23-30, 23/24-02, 23/24-13, 23/24-15, 23/24-25, 23/24-36, 23/24-44, 23/24-62, 23/24-63, 23/24-65, 23/24-77, 23/24-78, 23/24-85, 23/24-91, AND 24/25-05

=====

BACKGROUND

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

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

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

RECOMMENDATION

It is recommended the Board of Education approve student readmission cases 22/23-30, 23/24-02, 23/24-13, 23/24-15, 23/24-25, 23/24-36, 23/24-44, 23/24-62, 23/24-63, 23/24-65, 23/24-77, 23/24-78, 23/24-85, 23/24-91, and 24/25-05.

FISCAL IMPACT

None.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 19, 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 CASE 24/25-17

=====

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 case 24/25-17.

FISCAL IMPACT

None.

NE:LH:SJ:mj

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 19 , 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: Ayala HS Event: Cross Country Place: Huntsville, AL Chaperone: 25 students/3 chaperones	December 4-8, 2024	Cost: \$1,500.00 per student Funding Source: District
Site: Chino HS Event: San Diego AVID College Trip Place: San Diego, CA Chaperone: 30 students/4 chaperones	February 20-21, 2025	Cost: \$300.00 per student Funding Source: Parents
Site: Don Lugo HS Event: Senior Retreat Place: Idyllwild, CA Chaperone: 150 students/20 chaperones	February 7-9, 2025	Cost: \$250.00 per student Funding Source: Parents

FISCAL IMPACT

None.

NE:LH:gks

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 19, 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
Preston R. Carr, Ed.D., Director, Alternative Education
Willa McReynolds, Director, Special Education

**SUBJECT: 2025 SUPPLEMENTAL SUMMER INSTRUCTION PROGRAM
AND SPECIAL EDUCATION EXTENDED SCHOOL YEAR**

BACKGROUND

The Board of Education recognizes that summer school provides valuable opportunities for students to improve their skills and make academic progress. The District's summer school program may be used to provide supplemental instruction for students failing to meet academic requirements in accordance with the law, board policy, and administrative regulation.

Supplemental Summer Instruction Program

High School <i>*Priority to seniors</i>	June 2 – June 17, 2025 June 23 – July 9, 2025	Monday – Friday	8:30 a.m. – 12:45 p.m.
Continuation High School	June 2 – June 17, 2025 June 23 – July 9, 2025	Monday – Friday	8:30 a.m. – 12:45 p.m.

Special Education Extended School Year

Elementary	May 28 – June 28, 2025	Monday – Friday	8:00 a.m. – 12:15 p.m.
Junior High	May 28 – June 28, 2025	Monday – Friday	Period 1: 8:30 a.m. – 10:30 a.m. Period 2: 10:45 a.m. – 12:45 p.m.
High School	June 2 – July 9, 2025	Monday – Friday	Period 1: 8:30 a.m. – 10:30 a.m. Period 2: 10:45 a.m. – 12:45 p.m.

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

RECOMMENDATION

It is recommended the Board of Education approve the 2025 Supplemental Summer Instruction Program and Special Education Extended School Year.

FISCAL IMPACT

Supplemental Summer Instruction Program and Special Education Extended School Year are funded by the State.

NE:TF:PRC:WMR:eg

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 19, 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

\$4,856,216.22 to all District funding sources.

NE:GJS:KC:cb

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: December 19, 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

=====

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

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-2425-134 Solution Tree, Inc. To provide a speaker for professional development through customized leadership workshops. Submitted by: Curriculum, Instruction, Innovation and Support Duration of Agreement: July 1, 2025 - June 30, 2026	Contract amount: \$136,000.00 Funding source: Title II
CIIS-2425-135 Legends of Learning, Inc. To provide online learning platform. Submitted by: Alternative Education Center Duration of Agreement: December 2, 2024 - June 30, 2025	Contract amount: \$2,000.00 Funding source: General Fund
CIIS-2425-136 Aeries Software, Inc. dba Eagle Software. To provide support for the district's website services. Submitted by: Technology Duration of Agreement: November 1, 2024 - June 30, 2025	Contract amount: \$16,700.00 Funding source: General Fund
CIIS-2425-137 Matthew Kelly dba AP Chem Solutions. To provide online resources for AP Chemistry. Submitted by: Don Lugo HS Duration of Agreement: November 21, 2024 - June 30, 2025	Contract amount: \$154.98 Funding source: Title I

HUMAN RESOURCES	FISCAL IMPACT
HR-2425-021 Tulare County Office of Education. To provide administrative credential program. Submitted by: Human Resources Duration of Agreement: July 1, 2024 - June 30, 2025	Contract amount: \$21,900.00 Funding source: General Fund

MASTER CONTRACTS	FISCAL IMPACT
MC-2425-072 Junior Bus Tours, Inc. dba Junior Tours. To provide educational student travel. Submitted by: Chino Hills HS Duration of Agreement: July 1, 2024 - June 30, 2027	Contract amount: Per Rate Sheet Funding source: ASB/USB/PFA/PTA/Boosters
MC-2425-073 Dee Hankins, Inc. To provide motivational speaker. Submitted by: Chino Hills HS Duration of Agreement: July 1, 2024 - June 30, 2027	Contract amount: Per Quote Funding source: Various

APPROVED CONTRACTS TO BE AMENDED	AMENDMENT
CIIS-2324-075 Finalsite. To provide website and content management system software. Submitted by: Technology Duration of Agreement: July 1, 2023 - June 30, 2028 Original Board Approval: June 15, 2023	Contract amount: \$292,650.00 Increase contract amount by \$1,245.00 for a total of \$292,650.00 for the addition of CVLA. Funding source: General Fund

APPROVED CONTRACTS TO BE AMENDED	AMENDMENT
CIIS-2324-148 Lexia Learning Systems, LLC. To provide student subscriptions. Submitted by: Rhodes ES Duration of Agreement: February 1, 2024 - June 30, 2026 Original Board Approval: February 1, 2024	Contract amount: \$24,000.00 Increase contract amount from \$8,000.00 to \$24,000.00 to align with original purchase agreement. Funding source: Title I
CIIS-2425-077 City of Chino - CARE Program. To provide case management and support services for students identified as homeless/McKinney Vento. Submitted by: Health Services Duration of Agreement: July 1, 2024 - June 30, 2025 Original Board Approval: July 18, 2024	Contract amount: \$163,000.00 Increase contract from \$143,000.00 to \$163,000.00 for additional services. Funding source: Title I
SBCSS 24/25-0114 San Bernardino County Superintendent of Schools. To provide utility, custodial, maintenance, and facility services for special education classrooms owned and operated by SBCSS on CVUSD sites. Submitted by: Facilities, Planning, & Operations Duration of Agreement: July 1, 2024 - June 30, 2025 Original Board Approval: August 15, 2024	Contract amount: None Remove section 1.d (Woodcrest JHS, classroom E1) effective November 1, 2024, from the classroom lease and maintenance agreement. Funding source: None

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 19, 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	Walnut Ave Elementary	Date Submitted:	11/22/24
Site Contact & Extension	Barbara Patten 3776		

Adobe E-signature is acceptable

Department Head/Principal Approval:	
Technology Review:	

THIS FORM MUST BE TYPED

Description REQUIRED	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Classroom Furniture	Student chairs-49 total			<input checked="" type="checkbox"/>
Office Furniture	Teacher Chairs-15 total			<input type="checkbox"/>
Printing & Duplicating Equipment	Printer	306-DC11/306P-RM36-01	n/a	<input type="checkbox"/>
Printing & Duplicating Equipment	Printer	n/a	35575	<input type="checkbox"/>
Classroom Furniture	Teacher Desk-1	n/a	59439	<input checked="" type="checkbox"/>
Classroom Furniture	Teacher Table-1	n/a	n/a	<input type="checkbox"/>
Classroom Furniture	Teacher Kidney	N/a	n/a	<input type="checkbox"/>
Classroom Furniture	Student desks-49	n/a	n/a	<input type="checkbox"/>
Computer Equipment	Document Camera	n/a	52940	<input type="checkbox"/>
Computer Equipment	Document Camera	N/a	27452	<input type="checkbox"/>
Computer Equipment	Document Camera	n/a	59470	<input type="checkbox"/>
Computer Equipment	Document Camera	n/a	27434	<input type="checkbox"/>
Office Furniture	Beige table	n/a	n/a	<input type="checkbox"/>
Description REQUIRED	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Classroom Furniture	Triangle Furniture-2	n/a	n/a	<input type="checkbox"/>
Classroom Furniture	Cubby	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"/>

TECHNOLOGY DEPARTMENT
SURPLUS/OBSOLETE EQUIPMENT LIST
NOVEMBER 2024

DESCRIPTION	MODEL #	ASSET TAG #	SERIAL #
Computer Equipment	4WPX733	83206	X7324833
Computer Equipment	PF2QG6DH	115353	X7316045
Computer Equipment	PF2S5DBF	95787	X7308137
Computer Equipment	PF2S0258	115221	X7315874
Computer Equipment	PF2RXCNX	108755	X7310671
Computer Equipment	p207zd3m	84359	X7293548
Computer Equipment	p2081f04	85404	X7294365
Computer Equipment	8lg0qt2	81802	X7271710
Computer Equipment	f7x8qt2	82215	X7272091
Computer Equipment	5NS5473	90795	R0005558
Computer Equipment		59932	X7325549
Computer Equipment	7P85YY2	81261	X7325530
Computer Equipment		60797	X7282720
Computer Equipment	1wt8qt2	82220	X7272064
Computer Equipment	DFW8W33	88535	X7290302
Computer Equipment	6TX7Q73	90302	X7303826
Computer Equipment	7K1C3X2	82921	X7325130
Computer Equipment	PF2SGQFT	113860	X7314366
Computer Equipment	PF2QGG5G	107084	X 7305713
Computer Equipment	PF2QW3YE	97156	x7317574
Computer Equipment	PF2SE6D6	110078	X7306690
Computer Equipment	PF38P1ZW		R0004045
Computer Equipment	PF2QE9V2	97884	X73182243
Computer Equipment	JL1VW33	89138	X7325444
Computer Equipment	djv8qt2	82101	X7325509
Computer Equipment	PF2SEEL1		X7315592
Computer Equipment	PF2RKK7L	115133	X7316054
Computer Equipment	p2080ew1	84102	X7321853
Computer Equipment	3sv8qt2	82225	X7272072
Computer Equipment	p2080fce	84829	X7293242
Computer Equipment	HLGRW33	68257	X7290035
Computer Equipment	1SY6M33	68495	X72990656
Computer Equipment	BZ8ZX33	88652	X7304418
Computer Equipment	1bv8qt2	82100	X7325502
Computer Equipment		88540	X7290094
Computer Equipment	6VZ7W33	88542	X7290314
Computer Equipment		67822	X7291213
Computer Equipment	fjf0qt2	82130	X7325480
Computer Equipment			
Computer Equipment			
Computer Equipment			
Computer Equipment	2HS4JG2	55158	DESKTOP
Computer Equipment	PF2QGAZ6	107533	X7306092

TECHNOLOGY DEPARTMENT
SURPLUS/OBSOLETE EQUIPMENT LIST
NOVEMBER 2024

Computer Equipment	PF2RKFAW	96376	X7316955
Computer Equipment	p207zvq1	85478	X7291958
Computer Equipment	PF2QFZWT	110459	X7306341
Computer Equipment	p207bex7p2n0b9b29001	73367	X7283234
Computer Equipment	p203z6rnp2n0b9302003	74320	X7276732
Computer Equipment	PF2QXNDT	111505	X7312255
Computer Equipment	PF2SFSJ3	97743	97743
Computer Equipment	p206e260p2n0b980900e	79426	X7274886
Computer Equipment	PF2SCKDK	96954	X7317349
Computer Equipment	p207pjs6	68810	X7290583
Computer Equipment	PF2RZ2SB	108977	X7311009
Computer Equipment	p206drfzp2n0b980900e	79394	79394
Computer Equipment	PF2QECAJ	96358	X7316903
Computer Equipment	PF2SC2ZF	96949	X7317324
Computer Equipment	PF2RXQTB	107447	X7304896
Computer Equipment	PF2SCEWM	107530	X7306086
Computer Equipment	PF2RYG0D	107574	X7305990
Computer Equipment	PF2SC7PX	107525	X7306077
Computer Equipment	p207bfe0p2n0b9b29001	73353	X7283337
Computer Equipment	PF2RKVJT	96951	X7317327
Computer Equipment	80401	80401	X7273278
Computer Equipment	p2080067	84176	X7288935
Computer Equipment	PF2QE9QB	97495	X7317933
Computer Equipment	PF2S0FEH	96902	X7317310
Computer Equipment	PF2RXD6F	96959	X7317364
Computer Equipment	93720	93720	X7309358
Computer Equipment	X7283226	X7283226	X7283226
Computer Equipment	p206ds2ap2n0b980900e	79423	X7274899
Computer Equipment	p206ds1gp2n0b980900e	79395	79395
Computer Equipment	PF2RXQW1	107096	X7304536
Computer Equipment	PF2SCLHJ	107105	X7304612
Computer Equipment	PF2SC9X0	107107	X7304624
Computer Equipment	107108	107108	X7304618
Computer Equipment	PF2QGR79	107101	X7304533
Computer Equipment	PF2SD8T3	107097	X7304512
Computer Equipment	PF2QF4J6	107100	X7304515
Computer Equipment	PF2SG3WP	107205	X7304693
Computer Equipment	PF2SC35X	107566	X7306199
Computer Equipment	PF2SBYHG	107106	X7304621
Computer Equipment	PF2QGAS0	107119	107119
Computer Equipment	PF2RZ05F	107557	X7306085
Computer Equipment	PF2SEPME	96927	X7317297
Computer Equipment	PF2QG59S	107104	X7304609
Computer Equipment	PF2QFEDF	107099	X7304527

TECHNOLOGY DEPARTMENT
SURPLUS/OBSOLETE EQUIPMENT LIST
NOVEMBER 2024

Computer Equipment	PF2SC9VM	107092	X7304509
Computer Equipment	PF2QEE9V	107098	X7304524
Computer Equipment	PF2SEYWE	107304	X7304636
Computer Equipment	PF2SCESX	107609	X7306129
Computer Equipment	PF2RY5YA	107095	X7304530
Computer Equipment	PF2QECG2	107102	X7304518
Computer Equipment	PF2QF14X	107111	X7304600
Computer Equipment	PF2QGSA5	107113	X7304606
Computer Equipment	PF2SDQSS	107094	X7304521
Computer Equipment	PF2QGTZ8	107109	X7304603
Computer Equipment	JCD8X33	88779	X7318624
Computer Equipment	60994	60994	X7275812
Computer Equipment	95457	95457	X7309100
Computer Equipment	75216	75216	X7275920
Computer Equipment	8lx8qt2	81444	X7271281
Computer Equipment	75881	75881	X7276222
Computer Equipment	p2080fm8	69874	X7294113
Computer Equipment	p206e26cp2n0b980900e	79069	X7275167
Computer Equipment	37P8N13	67926	X7289590
Computer Equipment	PF2QE298	107112	X7304620
Computer Equipment	PF2QGT0W	107258	X7304579
Computer Equipment	PF2QFFWV	107093	X7304513
Computer Equipment	PF2QGE90	107114	X7304626
Computer Equipment	PF2QGLAZ	107110	X7304623
Computer Equipment	PF2SBT11	107103	X7304615
Computer Equipment	G42V2X2	83024	X7287458
Computer Equipment	DR70N13	67907	X7290913
Computer Equipment	67835	67835	X7290956
Computer Equipment	5SK6X33	68004	X7289990
Computer Equipment	9WVFN13	67861	X7290941
Computer Equipment	5LQJQ73	90117	X7303641
Computer Equipment	b4w8qt2	82598	X7272454
Computer Equipment	3YZFN13	67885	X7290970
Computer Equipment	6dx8qt2	81872	X7271628
Computer Equipment	2ZG0R73	90085	X7303609
Computer Equipment	71w8qt2	81811	X7271667GTVFN13
Computer Equipment	GTVFN13	67855	X7290983
Computer Equipment	52w8qt2	81812	X7271645
Computer Equipment	G9PL3X2	82873	X7295149
Computer Equipment	J7Z5Q73	90694	
Computer Equipment	BTX4Q73	90734	X7303368
Computer Equipment	byt8qt2	81832	X7271731
Computer Equipment	GY5Q73	90715	X7303404
Computer Equipment	135CQ73	90747	X7303429

TECHNOLOGY DEPARTMENT
SURPLUS/OBSOLETE EQUIPMENT LIST
NOVEMBER 2024

Computer Equipment	87RFN13	67789	X7291180
Computer Equipment	p203xsg1p2n0b9110009	74178	X7276756
Computer Equipment	6LFCW33	68243	X7290032
Computer Equipment	dfx8qt2	81868	X7271677
Computer Equipment	9L09N13	67767	X7291158
Computer Equipment	cjg0qt2	81854	X7271651
Computer Equipment	j5ngnv2	75290	X7272716
Computer Equipment	20q8nv2		x72722621
Computer Equipment	CKSFN13	67759	X7291150
Computer Equipment	2sv8qt2	81803	X7271706
Computer Equipment	74T7X33	68447	X7290622
Computer Equipment	JD7Y273	89741	X7384240
Computer Equipment	74T7X33	68447	X7290622
Computer Equipment	CKSFN13	67759	X7291150
Computer Equipment	2sv8qt2	81803	X7271706
Computer Equipment	7kg0qt2	81804	X7271713
Computer Equipment	Apple iPad 2197	77192	F9FZLM3NMF3M
Computer Equipment	Apple iPad 2197	77191	F9ZLRVDMF3M



CHINO VALLEY UNIFIED SCHOOL DISTRICT SURPLUS / OBSOLETE EQUIPMENT LIST

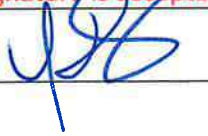
Purchasing Use Only

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	Health Services	Date Submitted:	12/3/2024
Site Contact & Extension	Deborah Gutierrez x8935		

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	4 partitions	No Serial #	No Asset Tag	<input checked="" type="checkbox"/>
Office Furniture	Click or tap here to enter text.	Click or tap here to enter text.	No Asset Tag	<input type="checkbox"/>
Office Furniture	Click or tap here to enter text.	Click or tap here to enter text.	No Asset Tag	<input type="checkbox"/>
Office Furniture	Click or tap here to enter text.	Click or tap here to enter text.	No Asset Tag	<input type="checkbox"/>
Office Furniture	Click or tap here to enter text.	Click or tap here to enter text.	No Asset Tag	<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"/>
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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 19, 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
CC2024-47	Townsend JHS Slope Extended Service	GQ Landscape Care, Inc.	\$57,264.00	N/A	\$57,264.00	01	October 25, 2024
CC2025-11	District Office- Planter Infill	NextGen Construction, Inc.	\$20,950.00	\$1,900.00	\$22,850.00	25	November 7, 2024
CC2025-13	Cortez ES Restroom Plumbing and Ceiling Repair	John Buck dba J2 Builders	\$20,900.00	N/A	\$24,900.00	01	October 15, 2024
CC2025-17	Eagle Canyon ES Synthetic Turf Installation	Nextgen Construction, Inc.	\$22,050.00	N/A	\$22,050.00	01	November 8, 2024

CUPCCA A Project	Project Description	Contractor	Original Bid	Change Order	Total	Fund	Completion Date
CC2025-25	Cortez ES, Chino HS, and Chino Hills HS- Planter Infill Project	Innovation Kurbs Landscape	\$57,798.00	N/A	\$57,798.00	01	November 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

\$158,012.00 to General Fund 01

\$22,850.00 to Fund 25

NE:GJS:TN:cb

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 19, 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 2024/2025-35, 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
2024/2025-35	California Multiple Award Schedule (CMAS) 4-23-10-1040	Supply Solutions	Janitorial Supplies	10/23/2023-5/31/2028

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2024/2025-35, Authorization to Utilize Piggyback Contract.

FISCAL IMPACT

Unknown.

NE:GJS:KC:cb

**Chino Valley Unified School District
Resolution 2024/2025-35
Authorization to Utilize the California Multiple Award Schedule (CMAS)
4-23-10-1040 With Supply Solutions
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 4-23-10-1040 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, 4-23-10-1040, in accordance with Public Contract Code 20118 with Janitorial Supplies, 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 4-23-10-1040 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 4-23-10-1040.

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 23, 2023, for the term ending May 31, 2028.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 19th day of December 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: December 19, 2024

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: **RESOLUTION 2024/2025-29, ANNUAL AND FIVE-YEAR DEVELOPER FEE REPORTS FOR FISCAL YEAR 2023/2024**

=====

BACKGROUND

Pursuant to Government Codes 66006(b) and 66001(d), the District is required to prepare Annual and Five-Year Reports of the developer fees collected for residential, commercial and industrial development projects within 180 days of the end of the fiscal year, which must be reviewed by the Board of Education at a regularly scheduled public meeting.

The Chino Valley Unified School District Annual and Five-Year Developer Fee Reports for fiscal year 2023/2024 are attached.

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2024/2025-29, Annual and Five-Year Developer Fee Reports for Fiscal Year 2023/2024.

FISCAL IMPACT

None.

NE:GJS:cb

**Chino Valley Unified School District
Resolution 2024/2025-29
Annual and Five-Year Developer Fee Reports
For Fiscal Year 2023/2024**

WHEREAS, pursuant to its authority under Education Code 17620, *et seq.*, and Government Code 65995, *et seq.*, the Board of Education has previously adopted and imposed statutory Level 1 school fees for the 2023/2024 fiscal year on residential, commercial, and industrial development (Developer Fees) to mitigate the impact of new development on the Chino Valley Unified School District (District);

WHEREAS, the District has deposited all Developer Fees that it has received in a separate, non-comingled capital facilities fund (Capital Facilities Fund) established for such a purpose, pursuant to Government Code 66006(a) and (b);

WHEREAS, the District has made available to the public within one hundred and eighty (180) days of the end of the 2023/2024 fiscal year the Annual and Five-Year Developer Fee Reports for Fiscal Year 2024/2024;

WHEREAS, the District has reviewed the information provided in the Annual and Five-Year Developer Fee Reports and has determined the information contained therein to be true and correct;

WHEREAS, the Annual Developer Fee Report was prepared in accordance with Government Code 66006(b)(1);

WHEREAS, the Five-Year Developer Fee Report was prepared in accordance with Government Code 66001(d); and

WHEREAS, the Board of Education has reviewed and considered the Annual and Five-Year Developer Fee Reports at a duly noticed, regularly scheduled public meeting at least fifteen (15) days after the District made this information publicly available, pursuant to Government Code 66006(b)(2).

NOW, THEREFORE, BE IT RESOLVED as follows:

Section 1. The Board has reviewed the information provided in the Annual and Five-Year Developer Fee Reports and finds it to be true and correct.

Section 2. The Board, based upon the information contained in the Annual Developer Fee Report, finds as follows:

2.1 That the Annual Developer Fee Report describes the types of fees contained in the Capital Facilities Fund, including the amount of the fees, the beginning and ending balance of the Capital Facilities Fund, as well as the amount of fees collected, and the interest earned thereon.

- 2.2 That the Annual Developer Fee Report identifies each public improvement on which Developer Fees were expended.
- 2.3 That sufficient funds have been collected to complete financing on the improvements as identified.
- 2.4 That there were no refunds made of Developer Fees.

Section 3. The Board, based upon the information contained in the Five-Year Developer Fee Report, finds as follows:

- 3.1 That the purpose of Developer Fees imposed on new residential, commercial, and industrial development within the District is to fund the school facilities required to serve the additional grade K-12 students generated by such new development and that the Developer Fees will be used for the construction and/or acquisition of additional school facilities and the remodeling of existing school facilities to provide additional capacity.
- 3.2 That there is a proportional and reasonable relationship between the Developer Fees imposed on new development and the need for additional District school facilities because new development will generate new students to be enrolled in the District which will lead to increased need for school facilities, and that the Developer Fees imposed do not exceed the cost of providing such additional school facilities.
- 3.3 That there is a further proportional and reasonable relationship between the unexpended Developer Fees contained in the Capital Facilities Fund and the need for additional school facilities because the Developer Fees imposed on new developments will not fully cover the costs of providing such school facilities for these new students.
- 3.4 That the portion of the Capital Facilities Fund that remains unexpended will be used for the construction and/or acquisition of additional school facilities, remodeling existing school facilities in order to increase capacity, and the acquisition of additional portable classrooms to accommodate students generated from new development.
- 3.5 That the funding anticipated completing the financing of incomplete projects would be obtained from the State School Facilities Program and additional Developer Fees as set forth in the Five- Year Developer Fee Report.

3.6 That the dates upon which the District's school facilities projects employing the unexpended funds in the Capital Facilities Fund will commence are as estimated in the Five-Year Developer Fee Report.

Section 4. The Annual and Five-Year Developer Fee Reports have been made available to the public within one hundred and eighty (180) days after the last day of the fiscal year pursuant to Government Code 66001(d) and 66006(b).

Section 5. The District made the Annual and Five-Year Developer Fee Reports available for public review at least fifteen (15) days prior to the Board's consideration of these reports.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District on December 19, 2024 by the following vote:

Cervantes	_____
Cruz	_____
Monroe	_____
Na	_____
Shaw	_____

I, Norm Enfield, Superintendent 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
ANNUAL DEVELOPER FEE REPORT
FOR FISCAL YEAR 2023/2024**

I. Introduction

This Annual Developer Fee Report for Fiscal Year 2023/2024 ("Report") provides an annual accounting of school facilities fees collected by the Chino Valley Unified School District ("District") during fiscal year 2023/2024 as required by Government Code 66006(b).

II. Description of School Facilities Fees in Capital Facilities Fund

The District collects school facilities fees from the owners of residential, commercial and industrial development projects to mitigate the costs of providing interim and permanent school facilities to students generated from such development projects. School facilities fees collected by the District consist of the following:

- A. Fees collected pursuant to Education Code 17620, *et seq.*, and Government Code 65995, *et seq.*, referred to herein collectively as "Statutory School Fees," in the following amounts:

Level 1 Fee: Residential Development - \$4.79 per square foot, increased to \$5.17 per square foot effective July 16, 2024.

Commercial/Industrial Fee: \$0.78 per square foot, increased to \$0.84 per square foot effective July 16, 2024.

- B. Special Tax "A" payments collected in accordance with those certain Special Tax "A" Agreements entered into between the District and the City of Chino Hills.

III. Activity for Fiscal Year

See Exhibit A, as attached.

IV. Public Improvement Expenditures

- A. Growth projects: Continued lease of existing modular buildings; Cattle ES, Chaparral ES, Rhodes, ES, Cal Aero Preserve Academy K8, Ayala HS, Chino Hills HS, Don Lugo HS and Allegiance Steam Academy (Oxford Preparatory Academy).
- B. Site Improvements: New/replacement playground equipment and poured-in-place rubber at Cal Aero Preserve Academy K8, scoreboards at Chino HS, District office building improvements, Don Lugo HS remodeling and improvements, Legacy Academy K8 site and new building construction.
- C. Administrative expenses, support and reporting in connection with the collection of fees, advertisements and publications, professional, legal and consulting services, reimbursements for project costs.

V. Planned Future Improvements

- | | |
|--|---------------|
| A. Continued lease of existing modular buildings | District-wide |
| B. School site improvements at various sites | District-wide |
| C. Modernization at various sites | District-wide |

VI. Description of Each Interfund Transfer or Loan Made from the Capital Facilities Fund and Description of Public Improvement on which the Transferred or Loaned Fees will be Expended - None.

VII. Refunds Made Pursuant to Government Code Section 66001(e) and (f) - None.

TABLE OF CONTENTS

SECTION I. EXECUTIVE SUMMARY	1
SECTION II. ANNUAL REPORTING REQUIREMENTS	3
A. TYPE AND AMOUNT OF FEE	3
B. BEGINNING AND ENDING BALANCE OF ACCOUNT, SCHOOL FEES COLLECTED, INTEREST EARNED AND DISBURSEMENTS (GOVERNMENT CODE SECTION 66006(B) (C) AND (D))	4
C. IMPROVEMENTS ON WHICH SCHOOL FEES WERE EXPENDED	4
D. ANTICIPATED DATES OF COMMENCEMENT FOR SUFFICIENTLY FUNDED AND INCOMPLETE PUBLIC IMPROVEMENT PROJECTS	6
E. INTERFUND TRANSFERS OR LOANS	7
F. REFUNDS OF SCHOOL FEES	7
SECTION III. FIVE-YEAR REPORTING REQUIREMENTS	8
A. PURPOSE TO WHICH THE SCHOOL FEE IS TO BE EXPENDED	8
B. REASONABLE RELATIONSHIP BETWEEN THE SCHOOL FEE AND THE PURPOSE FOR WHICH IS CHARGED	8
C. IDENTIFICATION OF ALL SOURCES AND AMOUNTS OF FUNDING ANTICIPATED TO COMPLETE FINANCING FOR INCOMPLETE PROJECTS AND THE APPROXIMATE DATE FUNDING IS EXPECTED TO BE DEPOSITED	10

SECTION I. EXECUTIVE SUMMARY

Under Education Code 17620 *et seq.*, school districts may levy fees (“School Fees”) in order to offset the impacts to school facilities from new residential and commercial development. Commencing January 1, 1987, statutory school fees were authorized to be levied in the amount of \$1.50 per square foot of new residential assessable space and \$0.25 per square foot of enclosed commercial or industrial assessable space (“Level 1 Fees”), and are subject to an increase of the statutory fees based on the Statewide cost index for Class B construction, as determined by the State Allocation Board (“SAB”) every two years. The SAB last increased the Level I Fees on January 24, 2024 and the maximum Level 1 Fees for unified school districts are currently \$5.17 per square foot for residential construction/reconstruction and \$0.84 per square foot for commercial/industrial construction. With the passage of Senate Bill 50 (the Leroy F. Greene School Facilities Act) in 1998, the State School Facility Program was established, and provides school districts with the option of adopting alternative school fees (also known as “Level II Fees” and “Level III Fees”) in excess of the Level I Fee upon meeting certain requirements, and are valid for a maximum of one (1) year.

In accordance with Government Code section 66006(a), the Chino Valley Unified School District (“School District”) established a separate capital facilities account or fund more specifically identified as Fund 25, Capital Facilities Fund, for the deposit of collected School Fees.

With respect to Fund 25, in accordance with Government Code Sections 66001 and 66006, the School District shall, within 180 days after the last day of the fiscal year and at least 15 days prior to a public meeting of the Board of Education, make available to the public certain information regarding the collection and expenditure of fees collected in connection with the approval of a development project, including School Fees and Mitigation Fees (collectively referred to hereafter as “Developer Fees”).

This information shall consist of the following for the prior fiscal year (the “Annual Report”):

- Beginning balances.
- Ending balances.
- Amount of School Fees Collected.
- Interest earned.
- Identification of any inter-fund transfers or loans, if applicable.
- Amounts of any refunds or allocations.
- Identification of the program on which School Fees were expended, including the percentage of the cost of the project funded by School Fees in connection with school facilities to accommodate additional students from new development if funded or partially funded with School Fees.
- Identification of an approximate date by which the construction of the public improvement will commence if the School District determines that sufficient funds have been collected to complete financing on an incomplete public improvement.

- Identification of each public improvement in the previous report and whether construction began on the approximate date noted in the previous report, and if construction did not commence by the approximate date, any reason for the delay and a revised approximate date.

In addition, the School District must identify the following information with respect to the portion of the Developer Fee account and/or subaccounts remaining unexpended, whether committed or uncommitted (the “Five-Year Report”):

- Identification of the purpose to which the Developer Fee is to be expended.
- Demonstration of a reasonable relationship between the Developer Fee and the purpose for which it is charged.
- Identification of all sources and amounts of funding anticipated to complete financing for incomplete projects and the approximate date funding is expected to be deposited.

For the purposes of annual and five-year reporting requirements, School Fees do not include letters of credit and bond proceeds secured by payment of School Fees at a future date; revenues from developments under special mitigation agreements; or any other financing instrument used by the School District to fund school facilities construction and improvements.

The Board of Education will review the Annual Report and Five-Year Report (collectively the “Report”) at the next regularly scheduled Board meeting, at least 15 days after the Report was made available to the public. In addition, at least 15 days prior to the meeting, the School District will post a public notice of the time and place of the meeting, including information with respect to where the Report may be reviewed, and will mail the public notice to any interested party who filed a written request with the School District for mailed notice of such meeting.

SECTION II. ANNUAL REPORTING REQUIREMENTS

This report contains certain information regarding the type, amount, collection and expenditure of School Fees for Fiscal Year (“FY”) 2023/2024.

A. Type and Amount of Fee

School Fees are deposited into the Capital Facilities Fund, Fund 25, which is used primarily to account separately for monies received from fees levied upon development projects as a condition of approval.

The School District collected School Fees (Level I Fees) on residential and commercial development in FY 2023/2024, which are collected pursuant to Sections 17620 et seq. of the Education Code and Sections 66001 and 65995 et seq. of the Government Code. Level I Fees are levied per square footage of assessable space for commercial/industrial construction/reconstruction and residential construction/reconstruction.

The amounts and effective dates for the School Fees authorized to be levied by the School District’s Board of Education after adoption and during the FY 2023/2024 are set forth in the table below by School Fee type.

Fee Type	Development Class	Effective Dates for Fiscal Year 2023/2024	School Fee per Square Foot
Level I	Residential ¹	July 1, 2023 – June 30, 2024	\$4.79
	Commercial/ Industrial ¹	July 1, 2023 – June 30, 2024	\$0.78 ²

¹ Adopted by the Board of Education on August 18, 2022 by Resolution Number No. 2022/2023-07, effective October 17, 2022.

² Except for Commercial/Industrial categories classified as Community Shopping Center, Hospitality (Lodging), Industrial Parks/Warehousing/Manufacturing, and Rental Self-Storage were subject to School Fees in the amounts of \$0.73, \$0.54, \$0.64 and \$0.03 per square foot of assessable space, respectively.

B. Beginning and Ending Balance of Account, School Fees collected, Interest Earned and Disbursements (Government Code Section 66006(b) (C) and (D))

In FY 2023/2024, School Fees were deposited and expended from Fund 25 in the amounts as follows:

Item	Amount
Beginning Balance July 1, 2023	\$16,342,503.42
<i>Revenues:</i>	
School Fees Collected ¹	\$7,942,457.61
Interest Earned	\$410,046.43
Other Revenues	\$49,225.43
<i>Revenues Subtotal:</i>	<i>\$8,401,729.47</i>
<i>Disbursements:</i>	
Project Expenditures (Detail found in Section II.C below)	\$10,472,129.27
<i>Disbursements Subtotal:</i>	<i>\$10,472,129.27</i>
Ending Balance June 30, 2024	\$14,272,103.62

¹ Includes a one-time settlement payment in the amount of \$2,400,000 and interest earned on the settlement.

C. Improvements on which School Fees were Expended

Government Code Section 66006 (b) (1) (E) requires an identification of public improvements upon which School Fees were expended, along with the amounts and percentage of total project expenditures that were funded by School Fees. Project costs, as well as internal and external costs associated with School Fee administration, are summarized in the following table. These public improvement projects are appropriate expenditures in accordance with Education Code section 17620 and Government Code section 65995 et seq.

Project	Amount Paid During Fiscal Year 2023/2024	Percentage of Project Total Funded by School Fees
<i>Rentals and Leases for Portable Classrooms:¹</i>		
Cattle Elementary School	\$49,000.00	100.00%
Chaparral Elementary School	\$12,000.00	100.00%
Rhode Elementary School	\$45,400.00	100.00%
Cal Aero Preserve K-8	\$156,484.00	100.00%
Ayala High School	\$5,014.42	100.00%
Chino Hills High School	\$8,111.09	100.00%
Don Lugo High School	\$5,014.42	100.00%
Oxford Preparatory Academy	\$6,480.00	100.00%
<i>Rentals and Leases for Portable Classrooms Total</i>	<i>\$287,503.93</i>	
<i>Capital Outlay:</i>		
Cal Aero Preserve K-8 Playground Equipment and Technology Improvements	\$206,797.28	100.00%
Chino High School Scoreboards	\$413,510.03	100.00%
District Office Building Improvements	\$9,700.00	100.00%
Don Lugo High School Remodels and Improvements	\$755,623.49	100.00%
Legacy Academy K-8 Site and New Building Construction	\$8,634,219.88	10.30%
<i>Capital Outlay Total</i>	<i>\$10,019,850.68</i>	
<i>Other:</i>		
Administrative Expenses in connection with the collection of fees (Ed. Code 17620(a)(5))	\$166,273.73	100.00%
Advertisements/Publications	\$24,648.00	100.00%
Professional, Legal and Consulting Services	\$73,006.75	100.00%
Reimbursements for Project Costs ²	(\$99,153.82)	100.00%
<i>Other Total</i>	<i>\$164,774.66</i>	
Total	\$10,472,129.27	N/A

¹ Installation, rental, and lease for the portable classrooms are either to provide temporary housing during construction or reconstruction of new school facilities at a school site, or to provide additional classrooms to accommodate student growth at the site, pursuant to Ed. Code section 17620 and Gov. Code section 65995 *et seq.*

² Includes repayment of projects costs at Dickey Elementary School and Oxford Preparatory Academy.

D. Anticipated Dates of Commencement for Sufficiently Funded and Incomplete Public Improvement Projects

Should the School District determine that sufficient funds are available to complete an incomplete public improvement project, pursuant to Government Code 66006 (b) (1) (F), the School District must identify an approximate date by which construction of the public improvement will commence. In addition, the School District must indicate whether construction began by the approximate date on each public improvement project identified in the previous report, and for any such public improvement project for which construction did not commence by the approximate date, any reason for delay and a revised approximate date. Ongoing public improvement expenditures that have received sufficient funding are detailed below.

Project	Anticipated Date of Commencement	Project Status
<i>Rentals and Leases for Portable Classrooms:</i>		
Cattle Elementary School	January 2019	Commenced ongoing annual lease
Chaparral Elementary School	January 2019	Commenced ongoing annual lease
Rhode Elementary School	January 2019	Commenced ongoing annual lease
Cal Aero Preserve K-8	January 2020	Commenced ongoing annual lease
Ayala High School	November 2020	Commenced ongoing annual lease
Chino Hills High School	November 2020	Commenced ongoing annual lease
Don Lugo High School	November 2020	Commenced ongoing annual lease
Oxford Preparatory Academy	July 2022	Commenced ongoing annual lease
<i>Capital Outlay:</i>		
Legacy Academy K-8 Site and New Building Construction	November 2022	Completed August 2024

Construction commenced on all public improvement expenditures included in the previous report¹ that have received sufficient funding.

¹ Annual and Five-Year Developed Fee Report adopted by the Board of Education on November 16, 2023.

E. Interfund transfers or Loans

Government Code Section 66006 (b) (1) (G) requires the description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan. No interfund loans or transfers were made during the reporting period.

F. Refunds or Allocations of School Fees

Government Code Section 66001 (e) stipulates that the School District is required to refund unexpended portions of fees and interest accrued to property owners, should the School District determine that sufficient funds have become available to complete any incomplete projects (as described under Government Code 66006 (b) (1) (F)) but not identify an approximate date by which construction of the public improvements will commence within 180 days, subject to exceptions described under Government Code 66001 (f). However, no such refunds were issued in the 2023/2024 fiscal year.

Likewise, Government Code Section 66006(b)(1)(H) requires the School District to provide a description of the amount of any allocations made pursuant to Government Code section 66001(f). No such allocations were made in fiscal year 2023/2024.

END OF ANNUAL REPORTING REQUIREMENTS

SECTION III. FIVE-YEAR REPORTING REQUIREMENTS

Government Code Section 66001 requires the following information to be provided with respect to unexpended funds in the account. No portion of these funds was held for longer than five years.

A. Purpose to Which the School Fee Is to be Expended

The purpose of the School Fees collected on new residential and commercial/industrial development is to fund construction and reconstruction of school facilities required to serve students generated by new development within the School District and to maintain existing levels of service related to increased demand on facilities due to development. (See Ed. Code, § 17620 *et seq.*) This includes, without limitation, use of School Fees, as necessary, to provide interim housing for children generated by new development, and for other school-related considerations relating to the School District's ability to accommodate enrollment generated from new development and costs attributable to the increased demand for school facilities reasonably related to new development and necessary to maintain existing levels of service. Likewise, fees will also be used for other indirect and support services related to construction and reconstruction of school facilities necessary as a result of development.

For additional information on specific projects for which School Fees are anticipated to be expended, please refer to the table found in Section II. D and Section III. C of this report.

B. Reasonable Relationship Between the School Fee and the Purpose for Which Is Charged

The purpose of the School Fees collected on new residential and commercial/industrial development is to fund construction and reconstruction of school facilities required to serve the students generated by new development within the School District. There is a roughly proportional, reasonable relationship between the new residential, commercial and industrial development upon which School Fees are charged and the need for additional school facilities in that the students that are generated by development will be accommodated by the school facilities for which the School Fees are expended. The School Fees charged on development projects will be used (1) to fund school facilities needed to serve the students generated from development, and (2) to modernize or refurbish existing facilities to address increased demand on the facility due to development and enrollment and is necessary for the School District to maintain existing levels of service. Additionally, the School Fees do not exceed the cost of providing school facilities for the new students generated from new development. Rather, the School Fees only partially mitigate the impact caused by development and do not adequately fund the school facilities necessary to accommodate the students generated by such development. The nexus studies listed below (collectively, "Nexus Studies") adopted by the Board pursuant to the corresponding demonstrate these findings and provide justification for School Fees imposed by the School District over the previous five (5) fiscal years and are incorporated herein by reference:

Type of Nexus Study		Level of Developer Fees	Date Adopted
1)	<i>Fee Justification Study, adopted via Resolution 2017/2018-77</i>	Level I	06/14/2018
2)	<i>Fee Justification Study, adopted via Resolution 2019/2020-60</i>	Level I	06/18/2020
3)	<i>Fee Justification Study, adopted via Resolution 2022/2023-07</i>	Level I	08/18/2022

C. Identification of All Sources and Amounts of Funding Anticipated to Complete Financing for Incomplete Projects And the Approximate Date Funding Is Expected to Be Deposited

The following table provides the information required by Government Code Section 66001(d)(1) (C) and (D). The information is reported as of the date of this report and is subject to change.

Project Name	Source of Funding	Anticipated Project Dates	Expected Deposit Date	Anticipated Funding Amount	Remaining Total Estimated Project Costs
Annual Lease Payments for Portable Temporary Classrooms ¹	Fund 25 -School Fees	July 2024-June 2025	On Hand ³	\$290,000	\$290,000
Legacy Academy K-8 (Site and New Building Construction- Remaining Costs) ²	Fund 25 -School Fees	November 2022-August 2024	On Hand ³	\$2,000,000	\$2,000,000
Shade Structure Installations	Fund 25 -School Fees	November 2024 - March 2025	On Hand ³	\$325,000	\$325,000
Marquee Installations	Fund 25 -School Fees	November 2024 - March 2025	On Hand ³	\$250,000	\$250,000
Furniture Purchase for Growth	Fund 25 -School Fees	January 2025 - June 2025	On Hand ³	\$2,750,000	\$2,750,000
Shade Shelters	Fund 25 -School Fees	January 2025 - June 2025	On Hand ³	\$750,000	\$750,000
Architect & Consultant Fees for Growth Projects	Fund 25 -School Fees	January 2025 - June 2025	On Hand ³	\$175,000	\$175,000
Kitchen Renovations	Fund 25 -School Fees	January 2025 - June 2025	On Hand ³	\$1,250,000	\$1,250,000
Construction Costs for placement of additional portable classrooms	Fund 25 -School Fees	March 2025 – July 2025	On Hand ³	\$4,500,000	\$4,500,000
Don Lugo High School New Gym Lobby	Fund 25 -School Fees	March 2025 – November 2026	On Hand ³	\$7,500,000	\$7,500,000
Ayala High School New Performing Arts Center	Fund 25 -School Fees Fund 21 -GO Bonds Fund 35 -State Funding	March 2025 – November 2026	On Hand ³	\$38,000,000	\$38,000,000
Third Preserve K-8 Site Purchase	Fund 25 -School Fees	TBD		TBD	

¹ Total funding amount for this project is being deposited into Fund 25 continually and is re-examined and earmarked each fiscal year. Deposit into Fund 25 for this project's purpose will continue until the relocatable classrooms are purchased by the School District, new construction of school/classroom facilities can properly replace the relocatable classrooms, or the relocatable classrooms are no longer needed.

² Represents final payments to contractors for work already completed.

³ Based on Fund 25 (School Fees) balance available as of June 30, 2024 and Measure G Bond fund balance.

END OF FIVE-YEAR REPORTING REQUIREMENTS

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 19, 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 06-02**

=====

BACKGROUND

On October 20, 2022, the Board of Education awarded Bid No. 22-23-08F, Preserve School II - New Construction, BP 06-02 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	David M Bertino Manufacturing, Inc.	(\$90,489.00)
	Bid Amount:	\$1,126,365.00
	Revised Total Project Amount:	\$1,035,876.00
	Retention Amount:	\$51,793.80

The change order resulted in a net decrease of \$90,489.00 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 06-02.

FISCAL IMPACT

(\$90,489.00) to Measure G Fund 21.

NE:GJS:cb



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

NOV 12 PM 2:30
FACILITIES & PLANNING

CHANGE ORDER

Date: 11/04/2024 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: David M Bertino Manufacturing Inc. (BP 06-02) ✓

P.O. 250841

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-032 (PCO #P-282)
	Requested by:	District
	Change in Contract Sum:	(\$90,489.00)/ DEDUCT ✓
	Time Extension:	0

CONTRACT SUMMARY

The original contract amount was:	<u>\$1,126,365.00</u> ✓
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be decreased by this Change Order:	<u>(\$90,489.00)</u> ✓
The new contract amount including this change order will be:	<u>\$1,035,876.00</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:

Dylan Bertino

Contractor – David M. Bertino Manufacturing Inc.

DocuSigned by:

Dylan Bertino

A49B7C9092FE427...

Signature

11/06/2024 | 09:34 PST

Date

Kamal Israil
TYR Inc.

DSA Inspector of Record (if applicable)

DocuSigned by:

KAMAL ISRAIL

A85D347C199F401...

Signature

11/07/2024 | 07:33 PST

Date

Bob Lavey
PBK

Architect / Engineer (if applicable)

Signed by:

Bob Lavey

8953B2CA4BF6419...

Signature

11/06/2024 | 14:50 PST

Date

Hung Truong
CW Driver

Construction/Project Manager

DocuSigned by:

Hung Truong

DB919CAG3A0446B...

Signature

11/06/2024 | 14:45 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)

BEB

Signature

11/12/2024

Date

Greg Stachura

Owner (Authorized Agent)

GS

Signature

11/12/24

Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 19, 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 08-01**

=====

BACKGROUND

On October 20, 2022, the Board of Education awarded Bid No. 22-23-08F, Preserve School II - New Construction, BP 08-01 to Star Hardware, 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	Star Hardware, Inc.	(\$57,878.00)
Bid Amount:		\$890,000.00
Revised Total Project Amount:		\$832,122.00
Retention Amount:		\$41,606.10

The change order resulted in a net decrease of \$57,878.00 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 08-01.

FISCAL IMPACT

(\$57,878.00) to Measure G Fund 21.

NE:GJS:cb



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

CHANGE ORDER

Date: 11/14/2024 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: Star Hardware, Inc. (BP 08-01) ✓
P.O. 250840

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-036 (PCO #P-282)
	Requested by:	District
	Change in Contract Sum:	(\$57,878.00) / DEDUCT ✓
	Time Extension:	0

CONTRACT SUMMARY

The original contract amount was:	<u>\$890,000.00</u> ✓
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be decreased by this Change Order:	<u>(\$57,878.00)</u> ✓
The new contract amount including this change order will be:	<u>\$832,122.00</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:

Jon Harmon

Contractor – Star Hardware Inc.

DocuSigned by:

Jon Harmon

BA7A72F3D5C54A1...

Signature

11/19/2024 | 14:03 PST

Date

Kamal Israil
TYR Inc.

DSA Inspector of Record (if applicable)

DocuSigned by:

KAMAL ISRIL

A86D347C190F461...


Signature

11/19/2024 | 14:53 PST

Date

Bob Lavey
PBK

Architect / Engineer (if applicable)

Signed by:


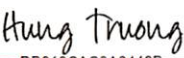
Signature 8953B2CA4BF6419...

11/19/2024 | 17:18 PST

Date

Hung Truong
CW Driver

Construction/Project Manager

DocuSigned by:


Signature DB919CAC3A0448B...

11/19/2024 | 14:35 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

11/25/24

Date

Greg Stachura

Owner (Authorized Agent)



Signature

11/25/24

Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 19, 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 21-01**

=====

BACKGROUND

On October 20, 2022, the Board of Education awarded Bid No. 22-23-08F, Preserve School II - New Construction, BP 21-01 to JPI Development Group, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
2	JPI Development Group, Inc.	(\$119,526.00)
Previously Approved Change Orders:		\$12,132.00
Bid Amount:		\$665,000.00
Revised Total Project Amount:		\$557,606.00
Retention Amount:		\$27,880.30

The change order resulted in a net decrease of \$107,394.00 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 21-01.

FISCAL IMPACT

(\$107,394.00) to Measure G Fund 21.

NE:GJS:cb



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

CHANGE ORDER

Date: 11/06/2024 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: JPI Development Group Inc. (BP 21-01) ✓
P.O. 250822

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-035 (PCO #P-282)
	Requested by:	District
	Change in Contract Sum:	(\$119,526.00) / DEDUCT ✓
	Time Extension:	0

CONTRACT SUMMARY

The original contract amount was:	<u>\$665,000.00</u> ✓
Previously approved change order amount(s):	<u>\$12,132.00</u> ✓
The contract amount will be decreased by this Change Order:	<u>(\$119,526.00)</u> ✓
The new contract amount including this change order will be:	<u>\$557,606.00</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:

Contractor – JPI Development Group Inc.	DocuSigned by: 62166B9313B94E9...	11/20/2024 09:06 PST Date
Kamal Israil TYR Inc. DSA Inspector of Record (if applicable)	DocuSigned by: A65D347C199F461...	11/20/2024 09:23 PST Date

Bob Lavey
PBK

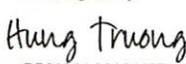
Architect / Engineer (if applicable)

Signed by:

Signature 8953B2CA4BF6419...

11/20/2024 | 10:33 PST
Date

Hung Truong
CW Driver

Construction/Project Manager

DocuSigned by:

Signature DB919CAC3A0446B...

11/20/2024 | 09:28 PST
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

11/25/24
Date

Greg Stachura

Owner (Authorized Agent)


Signature

11/25/24
Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 19, 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 22-01**

=====

BACKGROUND

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

Change Order	Contractor	Amount
3	JPI Development Group, Inc.	(\$115,781.00)
	Previously Approved Change Orders:	\$81,079.00
	Bid Amount:	\$2,294,000.00
	Revised Total Project Amount:	\$2,259,298.00
	Retention Amount:	\$112,964.90

The change order resulted in a net decrease of \$34,702.00 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 22-01.

FISCAL IMPACT

(\$34,702.00) to Measure G Fund 21.

NE:GJS:cb



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

CHANGE ORDER

Date: 11/06/2024 BID/ CUPCCAA #: 22-23-08F ✓ Change Order #: 003 ✓

Project Title: Preserve II School – New Construction

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

Architect: PBK Contractor: JPI Development Group Inc. (BP 22-01) ✓

P.O. 250821

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-034 (PCO #P-282)
	Requested by:	District
	Change in Contract Sum:	(\$115,781.00) / DEDUCT ✓
	Time Extension:	0

CONTRACT SUMMARY

The original contract amount was:	<u>\$2,294,000.00</u> ✓
Previously approved change order amount(s):	<u>\$81,079.00</u> ✓
The contract amount will be decreased by this Change Order:	<u>(\$115,781.00)</u> ✓
The new contract amount including this change order will be:	<u>\$2,259,298.00</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:

Contractor – JPI Development Group Inc.

DocuSigned by:
Maricela Hill
621C6B9313B94E9...

Signature

11/20/2024 | 09:06 PST

Date

Kamal Israil
TYR Inc.

DSA Inspector of Record (if applicable)

DocuSigned by:
KAMAL ISRAIL
A85D347C199F461...

Signature

11/20/2024 | 09:23 PST

Date

Bob Lavey
PBK

Architect / Engineer (if applicable)

Signed by:

Signature 0953B2CA4BF6419...

11/20/2024 | 10:33 PST
Date

Hung Truong
CW Driver

Construction/Project Manager

DocuSigned by:

Signature DB919CAC3A0446B...

11/20/2024 | 09:28 PST
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

11/25/24
Date

Greg Stachura

Owner (Authorized Agent)


Signature

11/25/24
Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 19, 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 32-01**

=====

BACKGROUND

On October 20, 2022, the Board of Education awarded Bid No. 22-23-08F, Preserve School II - New Construction, BP 32-01 to Inland Empire Landscape, 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 Empire Landscape, Inc.	\$12,713.00
Bid Amount:		\$1,086,250.00
Revised Total Project Amount:		\$1,098,963.00
Retention Amount:		\$54,948.15

The change order resulted in a net increase of \$12,713.00 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 32-01.

FISCAL IMPACT

\$12,713.00 to Measure G Fund 21.

NE:GJS:cb



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

CHANGE ORDER

Date: 11/14/2024 BID/ CUPCAA #: 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 Empire Landscape Inc. (BP 32-01) ✓
P.O. 250825

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

ITEM NO. 1:	Description:	RFI#583 & 583.1 Added East Parking Lot Vehicular Swing Gates
	Reason:	Cost for concrete, irrigation and landscaping scope of work to accommodate two new steel vehicular swing gates at the entrance and exit driveways in the east parking lot along East Preserve Loop pursuant to RFI #583 & 583.1 responses.
	Document Ref:	Change Order Request P-030 (PCO #P-270)
	Requested by:	District
	Change in Contract Sum:	\$16,769.00 / ADD ✓
	Time Extension:	0




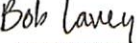

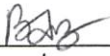

ITEM NO. 1:	Description:	Reconcile Unused Contract Allowances
	Reason:	Credit back the unused contract allowances.
	Document Ref:	Change Order Request P-031 (PCO #P-282)
	Requested by:	District
	Change in Contract Sum:	(\$4,056.00) / DEDUCT ✓
	Time Extension:	0

CONTRACT SUMMARY

The original contract amount was:	<u>\$1,086,250.00</u> ✓
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be increased by this Change Order:	<u>\$12,713.00</u> ✓
The new contract amount including this change order will be:	<u>\$1,098,963.00</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:

<div>DocuSigned by:  237AFC5DF1E14C2...</div> <div>Contractor – Inland Empire Landscape Inc.</div>	<div>DocuSigned by:  237AFC5DF1E14C2...</div> <div>Signature</div>	<div>11/14/2024 16:19 PST</div> <div>Date</div>
<div>Kamal Israil TYR Inc.</div> <div>DSA Inspector of Record (if applicable)</div>	<div>DocuSigned by:  A85D347C199F461...</div> <div>Signature</div>	<div>11/14/2024 17:21 PST</div> <div>Date</div>
<div>Bob Lavey PBK</div> <div>Architect / Engineer (if applicable)</div>	<div>Signed by:  8053B2CA4BF5419...</div> <div>Signature</div>	<div>11/15/2024 16:10 PST</div> <div>Date</div>
<div>Hung Truong CW Driver</div> <div>Construction/Project Manager</div>	<div>DocuSigned by:  DB915CAC3A0446B...</div> <div>Signature</div>	<div>11/15/2024 09:28 PST</div> <div>Date</div>
<div>Authorized Department Head (if applicable)</div>	<div>Signature</div>	<div>Date</div>
<div>Director, Technology (if applicable)</div>	<div>Signature</div>	<div>Date</div>
<div>Cesar Portugal CVUSD Project Manager</div>	<div>Signature</div>	<div>Date</div>
<div>Beverly Beemer</div> <div>Director, Planning (if applicable)</div>	<div> Signature</div>	<div>11/25/24 Date</div>
<div>Greg Stachura</div> <div>Owner (Authorized Agent)</div>	<div> Signature</div>	<div>11/25/24 Date</div>

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 19, 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 33-01**

=====

BACKGROUND

On October 20, 2022, the Board of Education awarded Bid No. 22-23-08F, Preserve School II - New Construction, BP 33-01 to JPI Development Group, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
3	JPI Development Group, Inc.	(\$28,198.00)
	Previously Approved Change Orders:	\$135,529.00
	Bid Amount:	\$2,158,000.00
	Revised Total Project Amount:	\$2,265,331.00
	Retention Amount:	\$113,266.55

The change order resulted in a net increase of \$107,331.00 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 33-01.

FISCAL IMPACT

\$107,331.00 to Measure G Fund 21.

NE:GJS:cb



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

CHANGE ORDER

Date: 11/06/2024 BID/ CUPCCAA #: 22-23-08F ✓ Change Order #: 003 ✓
 Project Title: Preserve II School – New Construction
 Owner: Chino Valley Unified School District DSA Application #: 04-120512 DSA File #: 36-11
 Architect: PBK Contractor: JPI Development Group Inc. (BP 33-01) ✓
P.O. 250820

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-033 (PCO #P-282)
	Requested by:	District
	Change in Contract Sum:	(\$28,198.00) / DEDUCT ✓
	Time Extension:	0

CONTRACT SUMMARY

The original contract amount was:	<u>\$2,158,000.00</u> ✓
Previously approved change order amount(s):	<u>\$135,529.00</u> ✓
The contract amount will be decreased by this Change Order:	<u>(\$28,198.00)</u> ✓
The new contract amount including this change order will be:	<u>\$2,265,331.00</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:

Maricela Hill

Contractor – JPI Development Group Inc.

Signature

DocuSigned by:

Maricela Hill

62166B9313B94E9...

11/20/2024 | 09:06 PST

Date

Kamal Israil
TYR Inc.

DSA Inspector of Record (if applicable)

Signature

DocuSigned by:

KAMAL ISRIL

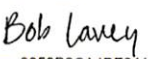
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11/20/2024 | 09:23 PST

Date

Bob Lavey
PBK

Architect / Engineer (if applicable)

Signed by:

8963B2CA4BF6410...
Signature

11/20/2024 | 10:33 PST
Date

Hung Truong
CW Driver

Construction/Project Manager

DocuSigned by:

DB919CAC3A0446B...
Signature

11/20/2024 | 09:28 PST
Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

Cesar Portugal

CVUSD Project Manager

Signature

Date

Beverly Beemer

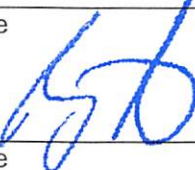
Director, Planning (if applicable)


Signature

11/25/24
Date

Greg Stachura

Owner (Authorized Agent)


Signature

11/25/24
Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 19, 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. 23-24-08F, AYALA HS AND CHINO HILLS HS AQUATIC
SCOREBOARD REPLACEMENT PROJECT - REBID**

=====

BACKGROUND

On March 7, 2024, the Board of Education awarded Bid No. 23-24-08F, Ayala HS and Chino Hills HS Aquatic Scoreboard Replacement Project to Tricore 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	Tricore Enterprises, Inc.	(\$48,150.00)
Bid Amount:		\$988,000.00
Revised Total Project Amount:		\$939,850.00
Retention Amount:		\$46,992.50

The change order resulted in a net decrease of \$48,150.00 to the construction cost. Due to the early completion of the job, the contract was shortened by 111 days. All contracted work was completed on November 18, 2024.

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Kirk Jesse, DSA Inspector of Record; Susanto Agustiadi, Architect; Justin Worley, Construction 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. 23-24-08F, Ayala HS and Chino Hills HS Aquatic Scoreboard Replacement Project - Rebid.

FISCAL IMPACT

(\$48,150.00) to Measure G Fund 25.

NE:GJS:cb



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

CHANGE ORDER

Date: 11/6/2024 BID/ CUPCAA #: 23-24-08F Change Order #: 01
Project Title: Ayala HS & Chino Hills HS Aquatic Scoreboard Replacement Project – Rebid
Owner: Chino Valley Unified School District DSA Application #: 04-121522 (Ayala HS) / 04-121523 (Chino Hills HS) DSA File #: 36-H3
Architect: Susanto Agustadi, PBK Architects Contractor: Tricore Enterprises, 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:	Ayala HS Deductive Change Order
	Reason:	Return of unused allowance
	Document Ref:	
	Requested by:	Sam Sousa, Chino Valley USD
	Change in Contract Sum:	(\$23,150.00)
	Time Extension:	0 Days
ITEM NO. 2:	Description:	Chino Hills HS Deductive Change Order
	Reason:	Return of unused allowance
	Document Ref:	
	Requested by:	Sam Sousa, Chino Valley USD
	Change in Contract Sum:	(\$25,000.00)
	Time Extension:	0 Days

PROJECT SUMMARY

Location	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Ayala HS	\$478,000.00	\$00.00	(\$23,150.00)	\$454,850.00
Chino Hills HS	\$510,000.00	\$00.00	(\$25,000.00)	\$485,000.00
Totals:	\$988,000.00	\$00.00	(\$48,150.00)	\$939,850.00

CONTRACT SUMMARY

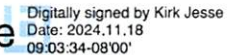
The original contract amount was:	\$988,000.00
Previously approved change order amount(s):	\$00.00
The contract amount will be increased/decreased by this Change Order:	-\$48,150.00
The new contract amount including this change order will be:	\$939,850.00
The original contract completion date was:	03/08/2025
Previously approved Change Order for contract time:	00 Days
The contract time will be increased by this Change Order:	-111 Days
The date of completion as a result of this Change Order is:	11/18/2024

APPROVED BY:

Justin Worley, Tricore Enterprises
Contractor

Signature  11/18/24
Date

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

Signature  11/18/24
Date

Susanto Agustiadi, PBK Architects
Architect / Engineer (if applicable)

Signature  11.19.24
Date

Construction / Project Manager

Signature _____ Date _____

Authorized Department Head (if applicable)

Signature _____ Date _____

Director, Technology (if applicable)

Signature _____ Date _____

Sam Sousa
CVUSD Project Manager

Signature  11/20/24
Date

Director, Maintenance & Operations (if applicable)

Signature _____ Date _____

Beverly Beemer
Director, Planning (if applicable)

Signature  11/25/24
Date

Greg Stachura
Owner (Authorized Agent)

Signature  11/21/24
Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 19, 2024

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: CERTIFICATED/CLASSIFIED PERSONNEL ITEMS

=====

BACKGROUND

Board approval of personnel transactions is required by Board Bylaw 9324 Bylaws of the Board - Minutes and Recordings and Education Code 35163. Included are new hires based on need, which includes replacements, growth, and/or class size reduction.

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

RECOMMENDATION

It is recommended the Board of Education approve/ratify the certificated/classified personnel items.

FISCAL IMPACT

All personnel assignments are within the approved staffing ratio for the appropriate school year budget.

NE:GP:VA:JD:jw

CERTIFICATED PERSONNEL

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
--------------------	------------------------	------------------------	----------------------------------

CERTIFICATED MANAGEMENT PERSONNEL FOR THE 2024/2025 SCHOOL YEAR**RESIGNATION**

JENKINS, Jacqueline	Assistant Principal	Eagle Canyon ES Liberty ES	12/01/2024
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**HIRED AT THE APPROPRIATE PLACEMENT ON THE CERTIFICATED SALARY SCHEDULE
AND APPROPRIATE CREDENTIAL FOR THE 2024/2025 SCHOOL YEAR**

LARAMIE-MORRIS, Kayla	Elementary Teacher	Borba ES	01/06/2025
YOKOGAWA, Nolan	Elementary Teacher	Hidden Trails ES	12/02/2024
GUTIERREZ-CASTILLO, Anna Lia	Elementary Teacher	Cattle ES	12/02/2024
CASTILLO, Alejandra	Special Education Teacher	Legacy K-8	01/06/2025
MCAULEY, Brooke	Secondary Teacher	Ramona JHS	01/06/2025
ALSAID, Lara	Secondary Teacher	Ayala HS	01/06/2025
HANSEN, Garrett	Social Science Teacher	Chino Hills HS	01/06/2025
HAYES, Jacob	Social Science Teacher	Chino Hills HS	01/07/2025
BEYER, Micah	Secondary Teacher	Don Lugo HS	01/06/2025
NGUYEN, Catherine	Instructional Coach	Sec. Curriculum	01/06/2025
CLARK, Stephen	Speech & Lang. Pathologist	Special Education	01/06/2025

RESIGNATION

THOMPSON, Hayley	Secondary Teacher	Ayala HS	12/19/2024
ESPARZA, Denise	Intervention Counselor K-12	Health Services	11/21/2024

RETIREMENT

SPAUN, Tina Kathleen (24 years of Service)	Counselor	Chino Hills HS	01/06/2025
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APPOINTMENT- EXTRA DUTY – DEPARTMENT CHAIR

MARTINEZ, Bryan	4-6 Grade Level Chair	Dickson ES	11/20/2024
SANDERS JR., Marshall	Dept. Chair Physical Ed.	Legacy K-8	11/15/2024
NUNEZ, Tania	Dept. Chair Foreign Language	Chino HS	10/28/2024

TOTAL: \$4,568.00

CERTIFICATED PERSONNEL (cont.)

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

BAEZA, Art	4-6 Grade Level Chair	Dickson ES	11/20/2024
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APPOINTMENT- EXTRA DUTY – ACTIVITIES

SANDERS JR., Marshall	Athletics Director	Legacy K-8	11/15/2024
ESTRADA, Adrien	JHS Band Director	Ramona JHS	12/14/2024
CARCIDO, Alina (NBM)	Choreographer	Don Lugo HS	11/15/2024

TOTAL:	\$7,594.00
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APPOINTMENT – EXTRA DUTY - SPORTS

DI MARCO, Sofia (NBM)	Track and Field (GF)	Ayala HS	12/20/2024
ELLIS, John (NBM)	Baseball (B)	Chino HS	12/20/2024
KAMRATH, Kevin	Basketball (GF)	Chino HS	12/20/2024
WISE, Justin (NBM)	Wrestling (GF)	Chino HS	12/20/2024
BRONOWICKI, Stephanie (NBM)	Soccer (GF)	Chino Hills HS	12/20/2024
CASTILLO, Arwen (NBM)	Water Polo (GF)	Chino Hills HS	12/20/2024
MATSON, Matthew (NBM)	Band (B)	Chino Hills HS	12/20/2024
O'LEARY, Dylan	Baseball (GF)	Chino Hills HS	12/20/2024
SPEAR, Ava (NBM)	Water Polo (GF)	Chino Hills HS	12/20/2024
VASQUEZ-CAICEDO, Sophia (NBM)	Soccer (GF)	Chino Hills HS	12/20/2024
ARGUMOSA, Dina	Soccer (GF)	Don Lugo HS	12/20/2024
ALVAREZ, Raul (NBM)	Soccer (GF)	Don Lugo HS	12/20/2024
BEYER, Micah	Baseball (GF)	Don Lugo HS	12/20/2024
DIAZ, Marco (NBM)	Soccer (GF)	Don Lugo HS	12/20/2024
SPEAR, AVA (NBM)	Water Polo (GF)	Don Lugo HS	12/20/2024
TORRES, Anthony (NBM)	Water Polo (GF)	Don Lugo HS	12/20/2024

TOTAL:	\$ 45,116.00
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APPOINTMENT OF CERTIFICATED SUBSTITUTES EFFECTIVE JULY 1, 2024, THROUGH JUNE 30, 2025

DUFFY, McKenna	GALINDO, Benjamin	METOYER, James
RIVERA, Mireya	SALES, Cheryl	SENSAT, Alyssa
SMITH, Ryland		

CLASSIFIED PERSONNEL

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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HIRED AT THE APPROPRIATE PLACEMENT ON THE CLASSIFIED SALARY SCHEDULE FOR THE 2024/2025 SCHOOL YEAR**APPOINTMENT**

MIER, Claudia	Paraprofessional II (SELPA/GF)	Borba ES	01/06/2025
ANDERSEN, D'kota	IA/Elementary Grade Level (C)	Chaparral ES	01/06/2025
DESARRO, Olivia	IA/Elementary Curriculum Lab (C)	Chaparral ES	01/06/2025
MUGLIA, Marlene	Bilingual Typist Clerk (C)	Cortez ES	01/06/2025
RODRIGUEZ, Judith	School Community Liaison-Bilingual (C)	Cortez ES	01/06/2025
REYNOSO, Patricia	Paraprofessional I (SELPA/GF)	Cortez ES	01/06/2025
DUNN, Clara	Paraprofessional II (SELPA/GF)	Country Springs ES	01/06/2025
OKECHUKWU, Awuchi	Paraprofessional II (SELPA/GF)	Country Springs ES	01/06/2025
ECHEVARRIA, Amanda	Paraprofessional I (SELPA/GF)	Dickson ES	01/06/2025
JOHNSON, Monique	Paraprofessional I (SELPA/GF)	Dickson ES	01/06/2025
RAMIREZ, Viridiana	IA/Elementary Grade Level (C)	Liberty ES	01/06/2025
SARENANA, Teresa	Playground Supervisor (GF)	Liberty ES	01/06/2025
CEJAS, Desiree	Playground Supervisor (GF)	Rhodes ES	01/06/2025
SALAZAR, Nicole	Paraprofessional I (SELPA/GF)	Rhodes ES	01/06/2025
MEDINA, Michelle	Paraprofessional I (SELPA/GF)	Rolling Ridge ES	01/06/2025
MURRAY, Erika	Playground Supervisor (GF)	Cal Aero K-8	01/06/2025
LOPEZ, Andrea	Playground Supervisor (GF)	Townsend	01/06/2025
DUARTE, Emily	Paraprofessional II (SELPA/GF)	Ayala HS	01/06/2025
DONNELL, Toney	IA/Secondary Grade Level (C)	CVLA	01/06/2025
VARGAS, Ryan	IA/Secondary Grade Level (C)	CVLA	01/06/2025
MUNGUIA, Priscilla	Payroll Clerk III (GF)	Business Services	12/20/2024
BANUELOS, Daisy	IA/Childhood Education (C)	Child Development	01/06/2025
MARTINEZ, Ruby	Childcare Specialist (C)	Child Development	01/06/2025
GARDEA, Eleni	Nutrition Services Professional (NS)	Nutrition Services	01/06/2025
BOWMAN, Keyra	Paraprofessional II (SELPA/GF)	Special Education	01/06/2025
MADRIGAL, Alicia	Typist Clerk II (GF)	Special Education	01/06/2025
MELARKEY, Jody	Occupational Therapist (GF)	Special Education	01/06/2025
MORRISON, Steven	Technology Technician (GF)	Technology	12/20/2024

REVISION TO THE EFFECTIVE DATE ON THE NOVEMBER 21, 2024 AGENDA

TATCHELL, Diane	Elem. Library/Media Assist. (C)	Newman ES	01/15/2025
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CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>PROMOTION</u>			
CRUZ, Nadia	FROM: Bilingual Typist Clerk I (C) 3.5 hrs./200 work days	Borba ES	01/06/2025
	TO: Typist Clerk II (GF) 8 hrs./201 work days	Borba ES	
GALLARDO, Lacey	FROM: Paraprofessional I (SELPA/GF) 5 hrs./181 work days	Cattle ES	01/06/2025
	TO: Typist Clerk II (GF) 8 hrs./201 work days	Hidden Trails ES	
KUO, Korina	FROM: Counseling Assistant (GF) 8hrs./213 work days	Chino HS	12/20/2024
	TO: Supplemental Instr. Support Tech (GF) 8 hrs./261 contract days	Alternative Ed	

CHANGE OF ASSIGNMENT

MONTROYA, Andrea	FROM: Playground Supervisor (GF) 2.25 hrs./180 work days	Briggs K-8	01/06/2025
	TO: Health Technician (C) 5.5 hrs./185 work days	Briggs K-8	
BAEZA, Lucero	FROM: Grant Prog. Support Spec/Supp Fund(C) 8 hrs./190 work days	Health Services	01/06/2025
	TO: Grant Prog. Support Spec/Supp Fund (C) 8 hrs./204 work days	Health Services	
CASTRO, Vanessa	FROM: Nutrition Services Mngr. Rover (NS) 6hrs./181 work days	Nutrition Services	12/20/2024
	TO: Nutrition Services Mngr. Rover (NS) 6hrs./261 contract days	Nutrition Services	

RELEASE OF PROBATIONARY EMPLOYEE WITHOUT PREJUDICE

Employee # 29022	12/02/2024
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PLACED ON 39-MONTH RE-EMPLOYMENT LIST

VEGA, Richard	Custodian I (GF)	Country Springs ES	11/16/2024
MEZA, Mary	Elem. Library/Media Assist. (C)	Wickman ES	11/19/2024

CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>RESIGNATION</u>			
ALAMILLO-SALAS, George	Paraprofessional II (SELPA/GF)	Rolling Ridge ES	12/18/2024
AVITIA, Juanita	Playground Supervisor (GF)	Legacy K-8	12/04/2024
VAZQUEZ, Eric	Custodian I (GF)	Chino HS	12/27/2024
AMBRIZ, Briana	Childcare Specialist (C)	Child Development	12/18/2024

RETIREMENT

SALAZAR, Kristina (23 years of service)	Sec. Library/Media Center Assist. (C)	Chino HS	11/15/2024
FRITZ, Elaine (16 years of service)	IA/Secondary Grade Level (C)	Boys Republic	12/31/2024

APPOINTMENT OF SHORT-TERM EMPLOYEES EFFECTIVE DECEMBER 20, 2024, THROUGH JUNE 30, 2025

DURAN, Elliott	Visual & Performing Arts Spec. (C)	Canyon Hills JHS
GONZALEZ, Eric	Visual & Performing Arts Spec. (C)	Canyon Hills JHS
LY, Robert	Visual & Performing Arts Spec. (C)	Canyon Hills JHS
MENDIOLA, Mikayla	Visual & Performing Arts Spec. (C)	Canyon Hills JHS
NEWMAN, Christian	Visual & Performing Arts Spec. (C)	Canyon Hills JHS
GORDON, Rebecca	Visual & Performing Arts Spec. (C)	Ayala HS
JONES, David	Visual & Performing Arts Spec. (C)	Ayala HS
MILAM, Divine	Visual & Performing Arts Spec. (C)	Ayala HS
ROSS, Ella	Visual & Performing Arts Spec. (C)	Ayala HS
THOMPSON, Catey	Visual & Performing Arts Spec. (C)	Ayala HS
VAN DERPOEL, Darren	Visual & Performing Arts Spec. (C)	Ayala HS
SMOUSE, Katarina	Visual & Performing Arts Spec. (C)	Chino HS
CASTILLO, Abigail	Visual & Performing Arts Spec. (C)	Chino Hills HS
CONGO, Dulce	Visual & Performing Arts Spec. (C)	Chino Hills HS
GRONEWALD, Trent	Visual & Performing Arts Spec. (C)	Chino Hills HS
HARTMAN, Chadd	Visual & Performing Arts Spec. (C)	Chino Hills HS
MAPES, John	Visual & Performing Arts Spec. (C)	Chino Hills HS
MATSON, Matthew	Visual & Performing Arts Spec. (C)	Chino Hills HS
OGATA, Christian	Visual & Performing Arts Spec. (C)	Chino Hills HS
ALVARADO, Sirena	Visual & Performing Arts Spec. (C)	Chino Hills HS
SWINGLE, Ripley	Visual & Performing Arts Spec. (C)	Chino Hills HS
WETZEL, Jacob	Visual & Performing Arts Spec. (C)	Chino Hills HS

CLASSIFIED PERSONNEL (cont.)

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

COREL, Yasmin
LLAMAS, Martin-John
MEHAFFIE, Jordyn
VASQUEZ, Edwin

GARCIA, Michael
MACIAS, Sergio
NARANJO, Cathleen

HERRERA, Adrian
MCGREGOR, Devin
PEREZ, JOSE JUAN

(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: December 19, 2024

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: REJECTION OF CLAIMS

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BACKGROUND

Claim 24.10.15 was submitted on October 25, 2024, by Ana Quinto, parent at Ayala HS. The claimant alleges damages to her vehicle when a school gate swung open and hit the vehicle in the school parking lot while being driven by her daughter. The claimant seeks a settlement demand for reimbursement for vehicle damages that are to be determined.

Claim 24.11.16 was submitted on November 13, 2024, by Attorney Tony Soliman, on behalf of Amanda A. Thabet. Claimant alleges vehicle damage after a District employee driving a District vehicle collided and rear-ended her vehicle. Claimant seeks a settlement demand that lies within the jurisdiction of the Superior Court.

Claim 24.11.17 was submitted on November 22, 2024, by Lydia Wibisono, on behalf of her daughter, a student at Ayala HS. Claimant alleges severe injury after being accidentally hit in the mouth by a tennis racket during P.E. Claimant seeks a settlement demand for reimbursement of medical expenses in the amount of \$4,405.50.

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

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

RECOMMENDATION

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

FISCAL IMPACT

Unknown at present.

NE:GP:JO:lag

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 19, 2024

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: STUDENT TEACHING AND TEACHING INTERNSHIP
AGREEMENTS WITH CAL-STATE UNIVERSITY'S CAL-STATE
TEACH PROGRAMS AND PRACTICUM/FIELDWORK
AGREEMENT WITH CONCORDIA UNIVERSITY – IRVINE,
SCHOOL OF EDUCATION**

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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 Student Teaching and Teaching Internship Agreements with Cal-State University's Cal-State TEACH program and a Practicum/Fieldwork Agreement with Concordia University-Irvine, School 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 the Student Teaching and Teaching Internship Agreements with Cal-State University's Cal-State TEACH program and the Practicum/Fieldwork Agreement with Concordia University-Irvine, School of Education.

FISCAL IMPACT

None.

NE:GP:VA:JD:jw



California State University's CalStateTEACH Program Memorandum of Understanding and Agreement For the Employment of University Students Who Have an Intern Credential

This agreement is between the Chino Valley Unified School District ("District") and the California State University's CalStateTEACH Program ("University"), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Internship Program through which University students who hold an intern credential from the California Commission on Teacher Credentialing ("Paid Interns") will gain experience in the public school setting. This agreement does not apply to unpaid service learning placements that are part of a credentialing program.

RECITALS

CalStateTEACH operates a program for the education and training of candidates pursuing a California Preliminary Multiple Subject Teaching Credential with English Learner Authorization (ELA) and is accredited by the California Commission on Teacher Credentialing (CTC) with approval to offer intern options in these programs.

The District is authorized under Education Code 44320 et seq., to cooperate with institutions of higher education in providing training and experience to credential candidates who hold an intern credential ("Paid Intern").

One or more District employees who are credentialed, experienced faculty members at a District high school, middle school, or elementary school have agreed to be responsible for a class or classes assigned to a credential candidate and may be referred to below as mentor teachers.

University employs one or more experienced credentialed teachers, administrators, or faculty who have agreed to provide direct classroom supervision and support to credential candidates and mentor teachers. Such individuals may be referred to below as university supervisors.

TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of 3 years beginning from the time signed and ending August 31, 2027, unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

CTC REQUIREMENTS FOR SUPPORT AND SUPERVISION OF INTERN TEACHERS

In 2013, the California Commission on Teacher Credentialing (CTC) adopted policies that specify the number of hours of general support and supervision, as well as additional specific English learner support and supervision, which must be provided to Paid Interns. The regulations



(California Education Code §44321; 5 Cal. Code Reg. § 80033) were approved and made part of law effective 2014.

Under the approved regulations, the University and District must ensure:

- A minimum of 144 hours per year (**72 hours per semester**) of support/mentoring and supervision must be provided to each Paid Intern including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem- solving regarding students, curriculum, and development of effective teaching methodologies.
- **A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.**
- The District must identify a mentor or other designated individual who meets the Commission's specified criteria prior to a Paid Intern assuming daily teaching responsibilities.
- An additional 45 hours per year (23 hours per semester) of support/mentoring and supervision specific to meeting the needs of English learners is required for a Paid Intern who enters the program without a valid English learner authorization listed on a previously issued Multiple Subject, Single Subject, or Education Specialist Teaching Credential or a valid English Learner Authorization or Cross-cultural, Language and Academic Development (CLAD) Certificate. The additional hours of support can be provided by the credential program and/or the district employed mentor. The individual(s) providing this support must hold a valid California Teaching Credential with a valid English Learner Authorization or Cross-cultural Language and Academic Development (CLAD) Certificate.

DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES

1. Prior to the Paid Intern's first day as teacher of record, provide each Paid Intern with a certified, experienced district-employed mentor/liaison who will work collaboratively with the University Supervisor to support the Paid Intern in achieving competency in the Teaching Performance Expectations. District will provide documentation of appropriate credentialing of district-employed supervisor as needed.
2. Identify a District-employed supervisor who serves as an evaluator for the Paid Intern.
3. Model balanced and comprehensive reading/language arts instruction; effectively teach the state-adopted core curriculum; and model instruction based on the state-adopted academic content standards:
 - a. Phonics and structured reading development
 - b. Incorporation of California Dyslexia Guidelines
 - c. Incorporation of elements of California Comprehensive Plan
4. Provide new teacher orientation, on-going support and other clinical/ professional experiences for Paid Interns teaching in the District's schools under the supervision of a district-employed mentor/liaison.
5. Provide release time for participation in district group/regional group meetings and professional development activities including time to observe other exemplar teachers teaching in their classrooms.
6. District will immediately notify University if the District has knowledge of or suspects any professional or ethical violations by a Paid Intern. University will

- cooperate with District in any investigation concerning the reported violation.
7. District will instruct intern in school policies regarding child abuse reporting, sexual harassment, and professional conduct.
 8. The District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as “COVID-19”. The District is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. The District to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable governmental directives are modified, changed, or updated, the District will take the steps to comply with the modified, changed, or updated guidelines or directives. If at any time the District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the CalStateTEACH Regional Director.

UNIVERSITY DUTIES

1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the intern.
2. University will guarantee that Paid Interns have met California Commission for Teacher Credentialing (CTC) requirements for an intern credential (Certificate of Clearance, basic skills competence, subject matter competence, negative tuberculosis test, U.S. Constitution) and University requirements (satisfactory completion of course work that meets the CTC pre-service requirement, a copy of the district offer of employment) prior to recommending the candidate for an intern credential.
3. University will confer regularly with District and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
4. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a Paid Intern in the school. District will cooperate with the University in any investigation concerning the reported violation.
5. University will guarantee that the Paid Intern and university supervisors have appropriate TB and fingerprinting clearance.
6. University will instruct Paid Interns in state laws regarding child abuse reporting, sexual harassment, and professional conduct.
7. University supervisors will conduct systematic and regular observations of Paid Interns' performances in the District's classrooms.
8. University supervisors will confer regularly with district-employed mentor/liaison and with the site administration through meetings, telephone calls, and/or e-mail.

UNIVERSITY SUPERVISOR AND DISTRICT-EMPLOYED MENTOR/LIAISON RESPONSIBILITIES

1. Collaborate to ensure that the Paid Intern receives a minimum of two hours of support/mentoring and supervision every five instructional days.
2. Collaborate to ensure that the Paid Intern receives specific support and supervision in addressing the needs of English Language Learners.
3. Use the list of activities that satisfy CTC support and supervision requirements to assist the Paid Intern in identifying and participating in a broad range of experiences to support his/her growth as a teacher.
4. Assist the Paid Intern in creating networks with faculty, staff, and administrators who

can provide additional support.

PAID INTERN RESPONSIBILITIES

1. Document required hours weekly.
2. Have the required hours verified by both the University Supervisor and District-employed mentor/liaison to ensure that he/she is receiving the required support/mentoring and supervision.

DISTRICT DISCRETION

It is at the sole discretion of the District to hire a University candidate for a Paid Intern position and to terminate the assignment in accordance with District policies and procedures. The District will notify the University of any Review that could result in termination. The University will notify the CTC to withdraw the intern credential of a Paid Intern who is terminated by the District.

LIABILITY INSURANCE

The University shall take out and maintain a “claims-made” policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Student Teachers, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Twenty Million Dollars (\$20,000,000) in aggregate throughout the course of this Agreement.

Further, University shall provide written notice that should any of the above described policies be canceled before the expiration thereof, notice will be delivered in accordance with the policy provisions.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University’s current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University’s current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

The University is permissibly self-insured through the State of California for automobile liability.

The District shall maintain automobile liability, general liability, workers' compensation and errors and omissions liability coverages for themselves and their respective employees. Errors or omissions liability coverage shall include coverage for negligence relating to alleged sexual misconduct and shall be on an occurrence basis. Automobile liability coverage must apply to owned, non-owned and hired automobiles. The required coverage may be provided by way of adequately documented individual or pooled self-insurance.



The District shall be named as an additional insured or covered party on the liability coverages maintained by the University, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/ \$2 million aggregate.

District shall maintain workers' compensation coverage applicable to its employees, including Paid Interns.

INDEMNIFICATION

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

ADDITIONAL PROVISIONS

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall

- be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

Signed this _____ date of _____.

School District Designee

Brian Cotham, Director of Procurement and Support Services
California State University's CalStateTEACH



California State University's CalStateTEACH Program Memorandum of Understanding and Agreement to Provide Student Teacher Placements to University Students

This agreement is between the Chino Valley Unified School District ("District") and the California State University's CalStateTEACH Program ("University"), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Student Teaching Program through which University students enrolled in a credentialing program ("Student Teachers") will gain experience in the public school setting.

TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of 3 years beginning from the time signed and ending August 31, 2027, unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES

1. The District will provide the Student Teachers with supervised clinical experience. The District's Designated Supervisor(s) will hold an appropriate degree, credential, or license in the specified field, if any is required for that field, and at least five years' experience in that field. The Supervisor will provide the Student Teacher with at least two hours of face-to-face supervision per week for the duration of the student teacher placement. Supervision may be shared among more than one qualified District staff member.
2. The District will designate a member of its staff to participate with the University's designee in planning, implementing, and coordinating the Student Teaching Program.
3. The District will maintain complete records and reports on each Student Teacher's performance and provide an evaluation to the University on forms the University shall provide.
4. The District may, in its sole discretion, refuse to accept as a participant in the Student Teaching Program any University student assigned to participate, and, upon request of the District, University shall withdraw the assignment of any University student participant.
5. After the District accepts the assignment of a Student Teacher, the District may terminate the student teaching placement for "good cause." "Good cause" may include, but is not limited to failure to perform satisfactorily, refusal to follow District administrative policies, procedures, rules and regulations, or violation of any federal or state law. The District will immediately notify the University in writing if it terminates an assignment. The District reserves the right to ban anyone from District facilities when the District finds, in its sole discretion, that the presence of the person poses a threat or disrupts operations. University is responsible for informing its student participants of the provisions of this Section. District will immediately notify University, if District knows or suspects any professional or ethical or legal violations. University will cooperate with District in any investigation concerning the reported violation.
6. District shall, on any day when a Student Teacher is receiving training at its facilities,



arrange for the Student Teacher to receive any necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, District shall have no obligation to furnish medical care, surgical care, or other health care to any Student Teacher.

7. The District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as “COVID-19”. The District is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. The District to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable governmental directives are modified, changed or updated, the District will take the steps to comply with the modified, changed, or updated guidelines or directives. If at any time the District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify Dr. Nan Barker (Regional Director).

UNIVERSITY RESPONSIBILITIES

1. University will work collaboratively with the District’s HR department, school site administration, and staff in the assignment of the Student Teacher.
2. University will confer regularly with District and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
3. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a Student Teacher in the school. University and District agree they will cooperate in any investigation concerning the reported violation.
4. University will guarantee that Student Teachers and university supervisors have appropriate tuberculosis and fingerprinting clearance, including subsequent arrest notification service.
5. University will instruct Student Teachers in state laws regarding child abuse reporting, sexual harassment, and professional conduct.
6. University supervisors will conduct systematic and regular observations of Student Teachers’ performances in the District’s classrooms.
7. University will be responsible for ensuring that Student Teachers have appropriate insurance coverage.

MENTOR TEACHER RESPONSIBILITIES

1. Hold an appropriate California credential (Multiple Subject)
2. Have completed three years of successful teaching experience.
3. Have the English Language Authorization, expertise, and experience working with English learners.
4. Model balanced and comprehensive reading/language arts instruction; effectively teach the state-adopted core curriculum; and model instruction based on the state-adopted academic content standards.
 - a. Phonics and structured reading development
 - b. Incorporation of California Dyslexia Guidelines
 - c. Incorporation of elements of California Comprehensive Plan



5. Participate in mentor teacher training.
6. Allow Field Experience Participants opportunities to work with classroom students.

STUDENT TEACHER RESPONSIBILITIES

1. Provide the District with the following documentation:
 - a. a copy of the letter from the University assigning the student to the District.
 - b. a background check fingerprint clearance report.
 - c. a negative tuberculosis test result, and
2. Comply with all applicable terms and provisions of this Agreement while serving as a Student Teacher.
3. Comply with the District's policies and procedures, and applicable state and federal laws and regulations while serving as a Student Teacher.
4. Provide services to District pupils only under the direct supervision of District staff.
5. Maintain the confidentiality of pupil information. No Student Teacher will have access to or have the right to receive any District pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the student teacher program. The discussion, transmission, or narration in any form by Student Teachers of any individually identifiable pupil information, educational, medical, or otherwise, which is obtained in the course of the student teacher program is forbidden except as a necessary part of the practical student teacher experience. Otherwise, Student Teachers shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the student teacher experience with University, its employees, agents or others.

STATUS OF DISTRICT AND UNIVERSITY STUDENTS

The parties expressly understand and agree that all University students serving as Student Teachers in District schools pursuant to this Agreement are doing so for educational purposes only, and Student Teachers are not considered employees of the District for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. It is the responsibility of the University to provide notice to its student participants of the provisions of this Section. The provisions of this Section shall survive the termination or expiration of this Agreement.

LIABILITY INSURANCE

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Student Teachers, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Twenty-Five Million Dollars (\$25,000,000) in aggregate throughout the course of this Agreement.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on



a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

The University is permissibly self-insured through the State of California for automobile liability.

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University set forth above, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/ \$2 million aggregate.

NO WORKERS' COMPENSATION LIABILITY

The Parties agree that the District is not to assume, nor shall it assume by this Agreement any liability under the California Workers' Compensation Insurance and Safety Act for, by or on behalf of any Student Teacher or University employees while they are on the premises of the District or while performing any duty whatsoever under the terms of the Agreement or while going to or from any of the student teacher placement sites. University shall provide written notice to each Student Teacher regarding the lack of coverage of Workers' Compensation insurance by the District.

INDEMNIFICATION

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

ADDITIONAL PROVISIONS

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.



4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

Signed this _____ date of _____.

School District Designee

Brian Cotham, Director of Procurement and Support Services
California State University's CalStateTEACH



MEMORANDUM OF UNDERSTANDING

This Agreement is made and entered into as of the execution of the Agreement by both parties by and between Chino Valley Unified School District ("District") located in Chino, California, and Concordia University Irvine ("University") a non-profit religious corporation located in Irvine, California.

WITNESSETH

WHEREAS, the governing board of a school district may enter into agreements with a college or university approved by the Commission on Teacher Credentialing (CTC) as a teacher education institution (Ed. Code Section 44227), to provide educational field experiences as may be called for in the requirements of the various authorized credentials for public school service; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, the University operates fully accredited educational programs for its students; and

WHEREAS, it is to the mutual benefit of the University and the District to make a program of educational fieldwork experiences available to the University's students at the District's facilities.

NOW, THEREFORE, it is mutually agreed upon between the parties as follows:

GENERAL TERMS AND CONDITIONS

- 1. Term.** The term of this agreement shall commence on _____ and terminate on _____. **(Five year agreement – May be renewed with consent of both parties)**
- 2. Termination.** Notwithstanding anything herein contained to the contrary, either party may terminate this agreement with thirty (30) days written notice to the undersigned. In the event of early termination of this agreement, students who have not yet completed their K-12 Educational field experience assignment in the District may complete their assignment at the discretion of the University. Nothing in this agreement shall limit the right of the University, acting in its sole discretion, to remove a student from the K-12 setting at any time.

3. Insurance.

a. University shall maintain professional liability insurance coverage at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, University agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. University shall ensure that such policies provide for notification to District at least thirty (30) days in advance of any material modification or cancellation of such coverage. University also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of University working at District pursuant to this Agreement at all times during the course of this Agreement. University shall provide certificates evidencing all coverage referred to in this section upon request of District.

b. District shall maintain professional liability insurance coverage at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, District agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. District shall ensure that such policies provide for notification to University at least thirty (30) days in advance of any material modification or cancellation of such coverage. District also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of District working at District at all times during the course of this Agreement. District shall provide certificates evidencing all coverage referred to in this section upon request of University.

4. Employment Status of Students. Except in the specific situations described below, University students shall not be considered to be employees of the District.

a. Students Participating in Unpaid K-12 Educational Field Experience not at Student's Place of Employment: If the students are participating in an unpaid K-12 educational field experience not at the student's place of employment, it is understood that the University's students are fulfilling specific requirements for field experiences as part of a degree or credential program requirement, and therefore, the University's students do not thereby become employees of the District by virtue of their field experience.

b. Students Participating in Unpaid K-12 Educational Field Experience at Student's Place of Employment: If the students are participating in an unpaid internship or field experience at the student's place of employment, it is understood by the University and the District that the field experience and work duties of the students shall be kept strictly separate.

c. Students Participating in Paid K-12 Educational Field Experience: If the students are provided with a nominal payment from the District intended to reimburse them for estimated

expenses related to their field experience, the students do not thereby become employees of the District. If, however, the students are paid wages by the District for their service, then they become employees of the District, and the District is responsible for all employee obligations.

5. Confidentiality.

a. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District shall remain strictly confidential and shall not be disclosed without consent of the District. The University agrees to notify students that they are responsible for respecting and maintaining the confidentiality of all information with respect to all students of the District.

b. The University and the District agree to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill assignments or contractual obligations with the District. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to ensuring that (a) no identification of students or their parent(s)/guardian(s) by persons other than representatives of the University and required persons performing activities mandated by the California Department of Education, California Commission on Teacher Credentialing (i.e. auditors) is permitted; (b) the individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained; (c) no access to individual student data shall be granted by the University to any other persons, agency, or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the District or representatives of the University, so long as those persons have a legitimate interest in the information; (d) the District will not disclose the student records of the University's students except to University and District officials who have a legitimate need for the information consistent with their official responsibilities.

6. **Non-Discrimination.** Neither party shall unlawfully discriminate against any student on the basis of disability, age, race, color, gender, gender identity, sexual orientation, national and ethnic origin, or any other protected class in administration of the programs subject to this agreement.

7. **Transportation of Students.** Neither the University nor the District will provide transportation for students between the University and the District school. Each student shall be responsible for his or her transportation.

8. **Scope of Authority.** The District shall exercise exclusive control over the administration, operation, maintenance and management of the District and its schools, and the University's

students while they are in residence at the District. Subject thereto, the University shall exercise control and supervision over the operation, curriculum, faculty and students of the University within the prescribed framework.

9. Indemnification. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, servants, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, servants, students, or subcontractors.

10. Scope of Work.

SCHOOL COUNSELING/PSYCHOLOGY PRACTICUM

"Practicum" as used herein refers to the hours that a student, enrolled in practicum-embedded course(s) in the University program, develops skills learned in previous and current courses under the supervision of a site supervisor working in a K-12 setting.

Practicum is to be completed under the direct supervision of a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school counseling and has a minimum of three years full time experience as a School Counselor/Psychologist.

For School Counseling students, it is the expectation that students are required to meet one-on-one with a client for six 30-minute sessions to gain experience developing counseling relationships through the application of counseling skills. Additionally, students should complete direct, as well as, indirect counseling experience in clinical settings working with other clients.

The University will ensure students who participate in practicum have met the requirements of a valid CTC document, which includes a fingerprint and background check. Students will be informed that a District has the authorization to require additional documentation before beginning their practicum assignment.

The District recognizes the importance of facilitating Practicum placements that will enhance the students' confidence as a professional counselor/psychologist. Settings for School Counselors/Psychologists should build basic counseling skills which include body language, listening, and development of trust with clients.

The University agrees to appoint a faculty member as a University Supervisor to administer the University's responsibilities related to the Program and oversee the students' Practicum experience at the District. The University Supervisor shall be responsible for ongoing communication with the District.

The District agrees to assume ultimate responsibility for the counseling services provided to students and the psycho-educational assessments administered to students, as well as, the delivery of results through reports and IEP meetings.

SCHOOL COUNSELING/SCHOOL PSYCHOLOGY FIELDWORK

"Fieldwork" as used herein refers to the hours that a student, enrolled in fieldwork course(s) in the University program, develops and practices skills learned in previous and current courses under the supervision of a university supervisor and a site supervisor working in a K-12 setting.

The District agrees to appoint a District employee as a District Representative to administer the District's responsibilities related to the Program and collaborate with the Fieldwork and Internship Coordinator for School Counseling or School Psychology and implement the student's fieldwork at the District.

The District Representative shall be responsible for on-going communication with the University, as well as the designation of District employees to serve as site supervisors responsible for direct supervision of assigned students. District employees designated as site supervisors shall meet the CTC criteria for supervising students. School Counseling/School Psychology site supervisors must have a current PPS credential with an authorization in school counseling/school psychology and a minimum of three years full-time experience as a school counselor or school psychologist. In the absence of the site supervisors so designated, suitable alternate persons will be designated and available.

The District Representative and site supervisors shall be granted with sufficient time to supervise, plan and implement the fieldwork including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of those staff members of the District responsible for supervision of assigned students; (b) provide the physical facilities and equipment necessary to conduct the fieldwork; (c) provide assigned students, whenever possible, with the use of library facilities, reasonable study and storage space; (d) make efforts to assist student in meeting course objectives; (e) advise the University of any changes in its personnel, operations or policies which may affect the fieldwork; (f) permit inspection by the University of the facilities, services available for learning experiences, student records, and other items pertaining to the fieldwork; (g) determine the number of students which the District can accommodate during a given period of time and accept only the number of students which the District can accommodate; and (h) provide access to the

University and its students the applicable District rules and regulations with which they are expected to comply.

The University will provide a valid and reliable assessment that the District will use to assess the student's competence, a minimum of twice, at the mid-point and at the conclusion of fieldwork. The completed assessment will be forwarded to the University after each administration of the assessment and upon the conclusion of each student's fieldwork. Notice will be provided to the University, as soon as practical and at least by mid-term of a student's fieldwork, of any serious deficiency noted in the ability of the student to progress toward achievement of the stated objectives of the field experience. The District shall otherwise have the right to terminate any student whose health or performance is a detriment to any student's well-being or to achievement of the stated objectives of the student's field experience. Prior to such termination, the District shall notify the University's Fieldwork and Internship Coordinator.

The University agrees to appoint a faculty member as Fieldwork and Internship Coordinator to administer the University's responsibilities related to the Program and oversee the students' fieldwork at the District. The Fieldwork and Internship Coordinator shall be responsible for ongoing communication with the District.

The University agrees to assume responsibility for assuring compliance with applicable educational standards established by the California Commission on Teacher Credentialing (CTC), Council for the Accreditation of Educator Preparation (CAEP), and National Association of School Psychologists (NASP).

The University agrees to notify the District, at a time mutually agreed upon, of its planned schedule of student assignments, including each student's name, level of academic preparation, and length and date of the fieldwork. The University shall refer to the District only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

The University agrees to advise assigned students regarding appropriate health and professional liability insurance. All students will be covered by the University's group professional liability insurance as required by the terms of this agreement. The University agrees to require assigned students to comply with existing pertinent rules and regulations of the District and all reasonable directions given by qualified District personnel during periods of fieldwork assignment and while on District premises.

The University and the District agree to establish the educational objectives for the Program, devise methods for their implementation, and continually evaluate the Program to determine its effectiveness.

SCHOOL COUNSELING/SCHOOL PSYCHOLOGY INTERN

The Intern School Counselor or Psychologist is approved to assume the functions

authorized by the Pupil Personnel Services School Counseling Intern Credential provided that the Intern's services meet the needs of the participating district, the Intern does not displace other certificated employees in the participating district, and this agreement meets with the District's contractual specifications with certificated employees.

The University shall ensure students in the Intern Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and have satisfied the additional requirement of meeting the California Basic Skills requirement, most commonly met by the passage of the CBEST assessment and are enrolled in internship courses in the University program.

The University shall provide a University supervisor to work cooperatively with the Intern School Counselor or Psychologist and site supervisor.

The University will provide a valid and reliable assessment that the District will use to assess the Intern's competence, a minimum of twice, at the mid-point and at the conclusion of the Internship. The completed assessment will be forwarded to the University after each administration of the assessment and upon completion of the Internship. Notice will be provided by the District to the University, as soon as practical and at least by mid-term of a student's Internship, of any serious deficiency noted in the ability of the Intern to progress toward achievement of the stated objectives of the Internship.

The District shall authorize a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school counseling and has a minimum of three years full time experience as a School Counselor or School Psychologist to supervise the Intern student. The site supervisor shall be granted with sufficient time to supervise, plan, and implement the Internship, including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of staff members of the District responsible for supervision of assigned Interns; (b) provide the physical facilities and equipment necessary to conduct the Internship; (c) advise the University of any changes in its personnel, operations, or policies which may affect the Internship; (d) permit inspection by the University of the facilities, services available for learning experiences, student records, and other items pertaining to the Internship; and (e) provide access to the University and its students the applicable District rules and regulations with which they are expected to comply.

The District shall ensure no Intern School Counselor or Intern School Psychologist will have his/her salary reduced by more than one-eighth of the total contracted pay to cover costs of site supervision. The salary of the Intern School Counselor or Intern School Psychologist shall not be less than the minimum base salary paid regularly certificated personnel in similar positions.

The District agrees that the Intern School Counselor or Intern School Psychologist will

remain an employee of the District for the term of the issued Intern Credential or completion of the program, whichever occurs first.

The District shall ensure that the Intern School Counselor or Intern School Psychologist does not displace other certificated Pupil Personnel Services employees in the District.

11. General Provisions.

- a. Entire Agreement; Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement.
- b. Assignment. University shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of District. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.
- c. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.
- d. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- e. Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.
- f. Execution. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same document. Counterparts may be exchanged by facsimile or email. Each counterpart, whether an original signature or a facsimile copy, shall be deemed an original as against any party who signed it.

The following signatures hereby indicate approval of this agreement:

Concordia University Irvine

By: _____

Name: Rev. Dr. Scott Ashmon

Title: Senior Vice President and Provost

Date: _____

DISTRICT

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Concordia University Irvine

Attn: Dr. Charlie Rodrigues

1530 Concordia West

Irvine, CA 92612

Copy to:

General Counsel (ronald.vanblarcom@cui.edu)

MOU Coordinator (charlie.rodrigues@cui.edu)

Address: _____

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 19, 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 SETTLEMENT FISCAL YEAR 2023/2024 ANNUAL
REPORT**

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BACKGROUND

California Education Code 1240 requires the San Bernardino County Superintendent of Schools staff to regularly monitor and report on the status of all Williams monitored schools in the county (currently decile 1-3 schools based on the 2012 Academic Performance Index) to ensure compliance with the Williams Legislation. The Williams Annual Report for Chino Valley Unified School District as well as countywide findings by supervisorial district based on the 2023/2024 school year visitation findings are being presented for information.

Per Section 1240(c)(2)(B), the annual report shall be submitted to the governing board of each school district, the county board of education, as well as the county board of supervisors at a regularly scheduled meeting held in accordance with public notification requirements.

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 Settlement Fiscal Year 2023/2024 Annual Report.

FISCAL IMPACT

None.

NE:LH:gks

November 18, 2024

Dr. Norm Enfield, Superintendent
Chino Valley Unified School District
5130 Riverside Drive
Chino, CA 91710-4130

RE: Board Agenda Item: Fiscal Year 2023/2024 Williams Annual Report

Dear Dr. Enfield:

Per California Education Code section 1240, San Bernardino County Superintendent of Schools (SBCSS) staff continues to regularly monitor and report on the status of all Williams-monitored schools in the county to ensure compliance with the Williams legislation. Enclosed is a copy of the Williams Annual Report for your district as well as countywide findings by supervisorial district based on the **2023/2024** school year visitation and review findings.

Per Section 1240(c)(2)(A)(i), the annual report shall be submitted to the governing board of each school district, the county board of education, as well as the county board of supervisors at a regularly scheduled November meeting held in accordance with public notification requirements. Please note that the annual report has been submitted to the San Bernardino County Board of Education and the San Bernardino County Board of Supervisors in accordance with this provision. ***Please make sure to include this report as an agenda item for your next regularly scheduled Board meeting.***

As you may know, Education Code 1240 also requires the list of schools that are monitored to be reestablished every three fiscal years. A new eligibility list is anticipated to be released by the State Superintendent of Public Instruction following the publication of the 2024 Dashboard in preparation for monitoring beginning with the 2025/2026 fiscal year. We will keep you apprised of any developments or new information.

Thank you and your staff for the continued efforts and collaboration in support of this important work.

Sincerely,



Ted Alejandre
County Superintendent

Attachment: Fiscal Year 2023/2024 Williams Annual Report

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 Manager, Credential Services

**Williams Settlement
Fiscal Year 2023/2024
Annual Report
for
Chino Valley Unified
School District**

November 2024

**San Bernardino County Superintendent of Schools
Williams Settlement Monitoring
Fiscal Year 2023/2024 Annual Report**

Preface

The Williams Lawsuit Settlement, reached and enacted into law in August 2004, has set the standard for providing equitable educational opportunities in San Bernardino County and throughout California. Williams legislation has provided an opportunity for county and district superintendents to work collaboratively to support and assist underperforming schools to improve student achievement.

The American Civil Liberties Union filed Williams v. California in 2000 on behalf of the plaintiffs – nearly 100 students from San Francisco County – as a class action lawsuit against the State of California and its educational agencies. The basis of the lawsuit was that public-school agencies failed to provide public school students with equal access to instructional materials, safe and clean school facilities, and qualified teachers. The issue of equity for disadvantaged and minority students, particularly in large and urban school districts, was the crux of the case.

The settlement covered four key areas:

- **Instructional Materials:** All students, including English learners, must have sufficient access to standards-aligned instructional materials or textbooks in all core subject areas for use in class and at home.
- **Facilities:** All schools must be safe, clean, and in good repair.
- **Teacher Credentialing and Assignment:** All schools must have teachers that are appropriately certificated for their specific teaching assignment, including English Learner Authorization.
- **Public Reporting:** All schools must include information on the sufficiency of instructional materials, repair of school facilities, and teacher misassignments and vacancies in their School Accountability Report Card (SARC). Additionally, all schools, not including charter schools, must post a notice in each classroom informing parents, guardians, pupils, and teachers of their right to file a Williams complaint regarding instructional materials sufficiency, facilities good repair, and teacher vacancy or misassignments.

In 2013/2014, the Local Control Funding Formula was implemented and made significant changes to education statute. Williams Settlement requirements for all schools remained in effect and were further distinguished as the first of eight state priorities that must be addressed in mandated Local Control Accountability Plans (LCAPs). This means all schools (monitored and those that are not) must continue adhering to Williams requirements and all districts must identify and address actions that will be taken each year to achieve and/or correct any deficiencies related to Williams Settlement compliance in their LCAPs.

In 2021/2022, new criteria were established with the passage of Assembly Bill 599, which replaced the previously used Academic Performance Index, to identify a list of

schools, including charter schools, to be monitored by the County Superintendent to ensure Williams Settlement compliance. The criteria included schools identified for comprehensive support and improvement and additional targeted support and improvement pursuant to the Every Student Succeeds Act. In addition, the criteria included schools where fifteen percent or more of the teachers held a permit or certificate lesser than a preliminary or clear California teaching credential. In accordance with Education Code Section 1240, the list of schools identified is set to be reestablished by the State Superintendent of Public Instruction in the 2024/2025 fiscal year and every three fiscal years thereafter. The 2023/2024 fiscal year was the second year of the fifth cohort. One hundred and thirty-three (133) schools in San Bernardino County were subject to review and received at least one site visit.

San Bernardino County Superintendent of Schools (SBCSS) review teams conducted the instructional materials and facilities reviews at all monitored schools within their first four weeks of the 2023/2024 school year based on district-specific start dates. At the conclusion of the instructional materials monitoring process, there were no schools with instructional materials insufficiencies, meaning that any shortages identified at the time of visitation were resolved by the eight-week deadline specified in Education Code.

Overall, the SBCSS review teams found facilities conditions to be in good repair. Only one emergency condition was reported due to play/sports equipment that posed an extreme safety hazard. The most common deficiencies reported in order of frequency include sink/fountain not working properly followed by fire extinguishers missing monthly sign off, restrooms not adequately stocked with menstrual products, and observances of significant cracks, holes, or deterioration on playgrounds or school grounds.

A separate review was conducted to evaluate each monitored school's SARC for accuracy of information reported to the public pertaining to the sufficiency of instructional materials and the condition of school facilities based on statutory requirements and SBCSS monitoring findings. During the review, any inaccuracies observed and a resolution deadline were communicated to districts/schools. Only one school had an inaccurate SARC at the conclusion of the review period.

The annual teacher assignment monitoring and review process continues to experience significant delays due to changes in state reporting deadlines that have impacted the California Statewide Assignment Accountability System monitoring process. Prior to implementation of the legislative changes in the 2019/2020 school year, the 90-day review process routinely took place between April and June using data from the current school year. Included in this report are the most recent review findings for the 2022/2023 fiscal year, which took place between August 1 and November 1, 2023. The 2023/2024 review began August 1, 2024, and closed on October 30, 2024. The findings will be included in a subsequent report.

The 2022/2023 review was the second year where SBCSS was required to review 100 percent of all certificated assignments. The 2022/23 review concluded with 717 teacher vacancies countywide (representative of 563 schools) with 171 (24 percent) of those vacancies occurring at Williams-monitored sites. Regarding overall misassignments (which include vacancies as of Census Date and corrected and uncorrected misassignments), there were 1,133 countywide with 477 of those occurring at Williams-monitored sites (42 percent). Misassignments are most prevalent in the general education setting and observed more frequently at the high school level.

San Bernardino County Superintendent of Schools
Williams Settlement Annual Report by Supervisorial District
Fiscal Year 2023/2024

School District	Total Enrollment	Total Schools	Total Williams-monitored		Total "Good Repair" Facility Deficiencies	Remedied "Good Repair" Facility Deficiencies		Total "Emergency Repair" Facility Deficiencies	Remedied "Emergency Repair" Facility Deficiencies		Instructional Materials Insufficiencies	Inaccurate School Accountability Report Cards	Teacher Vacancies		Overall Misassignments Corrected During CalSAAS Review ¹
			District Schools	Charter Schools		Facility	Deficiencies		Facility	Deficiencies			Teacher Vacancies ¹	Filled ¹	
1st Supervisorial District															
Adelanto Elementary	8,348	17	9	0	79	45	0	0	0	0	0	23	14	41	6
Apple Valley Unified	15,252	16	4	0	16	7	0	0	0	0	0	0	0	20	1
Barstow Unified	6,318	14	8	0	62	22	0	0	0	0	0	27	11	26	0
Helendale	7,311	8	1	1	2	2	0	0	0	0	0	0	0	0	0
Hesperia Unified	25,356	32	9	3	68	19	0	0	0	0	0	7	5	53	0
Lucerne Valley Unified	12,716	10	2	0	0	0	0	0	0	0	0	0	0	9	0
Morongo Unified	7,359	16	7	0	32	0	1	0	0	0	0	5	1	19	0
Needles Unified	930	7	3	0	30	7	0	0	0	0	0	1	1	3	0
Rialto Unified	23,461	30	11	0	36	14	0	0	0	0	0	15	6	72	0
Rim of the World Unified	2,853	8	1	0	5	2	0	0	0	0	0	4	4	6	0
San Bernardino City Unified	49,407	87	28	4	195	111	0	0	0	0	1	16	16	62	1
San Bernardino County Supt. of Schools	6,888	8	0	2	53	32	0	0	0	0	0	13	4	5	0
Silver Valley Unified	2,030	8	4	0	18	3	0	0	0	0	0	1	1	9	2
Snowline Joint Unified	7,967	13	2	0	9	9	0	0	0	0	0	2	1	32	0
Trona Joint Unified	248	2	1	0	5	1	0	0	0	0	0	3	0	0	0
Victor Elementary	12,402	19	9	0	67	38	0	0	0	0	0	0	0	9	9
Victor Valley Union High	12,345	13	3	0	36	29	0	0	0	0	0	47	47	33	0
1st Supervisorial District Totals	201,191	308	102	10	713	341	1	0	0	0	1	164	111	399	19
2nd Supervisorial District															
Bear Valley Unified	2,132	6	2	0	0	0	0	0	0	0	0	0	0	1	1
Chaffey Joint Union High	22,628	12	2	0	122	26	0	0	0	0	0	0	0	30	0
Fontana Unified	33,410	47	1	0	2	1	0	0	0	0	0	0	0	1	0
Hesperia Unified ²	25,356	32	9	3	68	19	0	0	0	0	0	7	5	53	0
Rialto Unified ²	23,461	30	11	0	36	14	0	0	0	0	0	15	6	72	0
Rim of the World Unified ²	2,853	8	1	0	5	2	0	0	0	0	0	4	4	6	0
San Bernardino City Unified ²	49,407	87	28	4	195	111	0	0	0	0	1	16	16	62	1
San Bernardino County Supt. of Schools ²	6,888	8	0	2	53	32	0	0	0	0	0	13	4	5	0
Upland Unified	9,804	15	2	0	32	28	0	0	0	0	0	2	0	11	1
2nd Supervisorial District Totals	175,939	245	56	9	513	233	0	0	0	0	1	57	35	241	3

¹Based on the annual teacher assignment monitoring and review process findings for the 2022/23 fiscal year completed November 1, 2023.

²Table data for school districts that represent more than one Supervisorial District are unduplicated.

San Bernardino County Superintendent of Schools
Williams Settlement Annual Report by Supervisorial District
Fiscal Year 2023/2024

School District	Total Enrollment		Total Williams-monitored District Schools		Total Williams-monitored Charter Schools		Total "Good Repair" Facility Deficiencies		Remedied "Good Repair" Facility Deficiencies		Total "Emergency Repair" Facility Deficiencies		Remedied "Emergency Repair" Facility Deficiencies		Instructional Materials Insufficiencies		Inaccurate School Accountability Report Cards		Teacher Vacancies ¹		Overall Misassignments During CalSAAS Review ¹	
3rd Supervisorial District																						
Apple Valley Unified ²	15,252	16	4	0	16	7	0	0	0	0	0	0	0	0	0	0	0	0	0	20	1	
Barstow Unified ²	6,318	14	8	0	62	22	0	0	0	0	0	0	0	0	0	27	11	26	0			
Bear Valley Unified ²	2,132	6	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1			
Colton Joint Unified	18,912	28	5	0	32	10	0	0	0	0	0	0	0	0	3	2	7	0				
Lucerne Valley Unified ²	12,716	10	2	0	0	0	0	0	0	0	0	0	0	0	0	0	9	0				
Morongo Unified ²	7,359	16	7	0	32	0	1	0	0	0	0	0	0	0	5	1	19	0				
Needles Unified ²	930	7	3	0	30	7	0	0	0	0	0	0	0	0	1	1	3	0				
Redlands Unified	19,920	28	2	1	7	3	0	0	0	0	0	0	0	0	0	0	15	1				
Rim of the World Unified ²	2,853	8	1	0	5	2	0	0	0	0	0	0	0	0	4	4	6	0				
San Bernardino City Unified ²	49,407	87	28	4	195	111	0	0	0	0	0	0	0	1	16	16	62	1				
San Bernardino County Supt. of Schools ²	6,888	8	0	2	53	32	0	0	0	0	0	0	0	0	13	4	5	0				
Silver Valley Unified ²	2,030	8	4	0	18	3	0	0	0	0	0	0	0	0	1	1	9	2				
3rd Supervisorial District Totals	144,717	236	66	7	450	197	1	1	0	0	0	0	0	1	70	40	182	6				
4th Supervisorial District																						
Chaffey Joint Union High ²	22,628	12	2	0	122	26	0	0	0	0	0	0	0	0	0	0	30	0				
Chino Valley Unified	26,473	36	1	1	19	5	0	0	0	0	0	0	0	0	1	1	8	1				
Ontario-Montclair	17,944	34	4	0	14	0	0	0	0	0	0	0	0	0	1	1	5	3				
San Bernardino County Supt. of Schools ²	6,888	8	0	2	53	32	0	0	0	0	0	0	0	0	13	4	5	0				
Upland Unified ²	9,804	15	2	0	32	28	0	0	0	0	0	0	0	0	2	0	11	1				
4th Supervisorial District Totals	83,737	105	9	3	240	91	0	0	0	0	0	0	0	0	17	6	59	5				

¹Based on the annual teacher assignment monitoring and review process findings for the 2022/23 fiscal year completed November 1, 2023.

²Table data for school districts that represent more than one Supervisorial District are unduplicated.

San Bernardino County Superintendent of Schools
Williams Settlement Annual Report by Supervisorial District
Fiscal Year 2023/2024

School District	Total Enrollment	Total Schools	Total District Schools	Total Williams-monitored Schools	Total Williams-monitored Charter Schools	Total "Good Repair" Facility Deficiencies	Remedied "Good Repair" Facility Deficiencies	Total "Emergency Repair" Facility Deficiencies	Remedied "Emergency Repair" Facility Deficiencies	Inaccurate School Accountability Report Cards	Teacher Vacancies ¹	Teacher Vacancies Filled ¹	Overall Misassignments ¹	Overall Misassignments Corrected During CalSAAS Review ¹
5th Supervisorial District														
Colton Joint Unified ²	18,912	28	5	0	0	32	10	0	0	0	3	2	7	0
Fontana Unified ²	33,410	47	1	0	0	2	1	0	0	0	0	0	1	0
Redlands Unified ²	19,920	28	2	1	0	7	3	0	0	0	0	0	15	1
Rialto Unified ²	23,461	30	11	0	0	36	14	0	0	0	15	6	72	0
San Bernardino City Unified ²	49,407	87	28	4	0	195	111	0	0	1	16	16	62	1
San Bernardino County Supt. of Schools ²	6,888	8	0	2	0	53	32	0	0	0	13	4	5	0
5th Supervisorial District Totals	151,998	228	47	7	0	325	171	0	0	1	47	28	162	2
County Totals²	352,414	514	121	12	0	941	414	1	0	1	171	115	477	26

¹Based on the annual teacher assignment monitoring and review process findings for the 2022/23 fiscal year completed November 1, 2023.

²Table data for school districts that represent more than one Supervisorial District are unduplicated.

Chino Valley Unified School District Fiscal Year 2023/2024 Williams Annual Report

School	Total Enrollment	Monitoring Determinant(s)					Total "Good Repair" Facility Deficiencies	Remedied "Good Repair" Facility Deficiencies	Total "Emergency Repair" Facility Deficiencies	Remedied "Emergency Repair" Facility Deficiencies	Instructional Materials Insufficiencies	Inaccurate School Accountability Report Cards	Teacher Vacancies ¹	Teacher Vacancies Filled ¹	Overall Misassignments ¹	Overall Misassignments Corrected During CalsAAS Review ¹
		ESSA Assistance Status 2019	15% or More Teachers Not Credentialed	% Teachers Not Credentialed	Total "Good Repair" Facility Deficiencies	Remedied "Good Repair" Facility Deficiencies										
Allegiance STEAM Academy	960	N/A	Y	0.194	19	5	0	0	0	0	0	0	0	0	4	1
Thrive*	482	ATSI	N/A	0	0	0	0	0	0	0	0	0	1	1	4	0
Walnut Avenue Elementary																
Subtotals	1,442				19	5	0	0	0	0	0	0	1	1	8	1

Williams Glossary of Terms

Academic Performance Index (API) – A component of California’s Public Schools Accountability Act of 1999 formerly utilized to determine Williams-monitored schools. The API measured the academic performance and growth of schools. The API is no longer calculated due to the launch of the new accountability system known as the California School Dashboard, which has been designed to better measure the State’s educational goals based on a growth model. For more information on the current list of Williams-monitored schools, please see Monitoring Determinant(s).

Additional Targeted Support and Improvement (ATSI) – Pursuant to the Every Student Succeeds Act, a school that is not eligible for comprehensive support and improvement (CSI) and has one or more student groups that meet the same criteria used to determine CSI-Low Performing for two consecutive years.

Annual Teacher Assignment Monitoring and Review – An annual review conducted to ensure teachers are appropriately certificated for their specific teaching assignment, including English Learner Authorization. The 90-day review period for the 2022/2023 fiscal year began on August 1, 2023, and concluded on November 1, 2023.

California Statewide Assignment Accountability System (CalSAAS) – As defined by the Commission on Teacher Credentialing, “CalSAAS is a new system of Assignment Monitoring allowing annual monitoring of all certificated educator assignments. CalSAAS works through the comparison of the California Department of Education’s California Longitudinal Pupil Achievement Data System (CALPADS) assignment data and the Commission’s Credential authorization data by educator’s California Statewide Educator Identifier (SEID). Through this comparison the system identifies questionable assignments, referred to as “exceptions,” and provides Local Educational Agencies (LEAs) and County Offices of Education (COEs) with an opportunity to address anomalies, and correct misassignments.”

Comprehensive Support and Improvement (CSI) Grad – Pursuant to the Every Student Succeeds Act, schools that have a three-year graduation rate (i.e., the combined four- and five-year high school graduation rate) that is below 68 percent. This criteria applies to both Title-I-funded schools and non-Title I-funded schools. Eligibility for this criteria is determined prior to identification of schools for the CSI-Low Performing category. A school can only be eligible for one CSI category during a school year.

Comprehensive Support and Improvement (CSI) Low Performing – Pursuant to the Every Student Succeeds Act, low performing eligibility for Title I-funded schools is evaluated based on the schools remaining following the CSI Grad identification. Low performance is then determined using state indicator data (i.e., the Performance Color combinations they receive at the school-level) for English language arts, Mathematics, English Learner Progress, Graduation Rate, Suspension

Rate, Chronic Absenteeism, and College/Career indicators. California will identify at least five percent of Title I-funded schools for this category using a hierarchical criteria. A school can only be eligible for one CSI category for a school year.

Emergency Repair – Structures or systems of a facility are in a condition that poses an emergency or urgent threat to the health and safety of pupils or staff.

Good Repair – Good repair means a facility is maintained in a manner that ensures it is clean, safe, and functional. Good repair status is determined by a school facility inspection and evaluation instrument (known as the *Facilities Inspection Tool* [FIT]) developed by the Office of Public School Construction or a local evaluation instrument that meets the same criteria.

Inaccurate School Accountability Report Card (SARC) – SARCs with outstanding inaccuracies or missing information pertaining to the quality, currency, and availability of sufficient textbooks and/or instructional materials and the safety, cleanliness, and adequacy of school facilities. These areas are reviewed in accordance with the state's data definitions and the previous year's Williams visit findings. All California public schools must annually publish SARCs which contain specific information about themselves to the community allowing the public to evaluate and compare schools for student achievement, environment, resources, and demographics.

Instructional Materials Insufficiencies – The number of insufficiencies identified in the four core subject areas (English language arts, mathematics, science, and history-social science) at each school during the Williams site visit that were not corrected by the eighth week of school. Sufficient textbooks or instructional materials means, "each pupil, including English Learners, has a standards-aligned textbook or instructional materials, or both, to use in class and to take home."

Local Control Funding Formula (LCFF) – The current K-12 funding system that provides funding to districts based on the demographic profile of the students they serve. Implementation of the formula began in Fiscal Year 2013/2014.

Local Control and Accountability Plan (LCAP) – Required under the LCFF, the LCAP is a locally developed three-year plan that describes how a local educational agency intends to meet annual goals for all pupils, including specific activities to address state and local priorities identified in Education Code.

Local Control and Accountability Plan (LCAP) Priority 1 – One of the state-defined priorities that must be addressed in a local educational agency's LCAP to capture local measurement of progress for meeting Williams Settlement requirements, including: the degree to which the teachers of the school district are appropriately assigned and fully credentialed in the subject areas, and, for the pupils they are teaching; ensuring every pupil in the school district has sufficient access to

the standards-aligned instructional materials; and school facilities are maintained in good repair.

Monitoring Determinant(s) – In 2021/2022, new monitoring criteria was established with the passage of Assembly Bill 599, which replaced the previously used Academic Performance Index, to identify the list of schools, including charter schools, for the county superintendent's annual Williams Settlement monitoring. The criteria included schools identified for comprehensive support and improvement (CSI) and additional targeted support and improvement (ATSI) pursuant to the Every Student Succeeds Act. In addition, the criteria included schools where fifteen (15) percent or more of the teachers held a permit, certificate, or any other authorization that are lesser certifications than a preliminary or clear California teaching credential. In accordance with Education Code 1240, the list of schools is set to be reestablished by the Superintendent of Public Instruction in the 2024/2025 fiscal year and every three (3) fiscal years thereafter.

The monitoring determinant(s) identified in the Annual Report are as follows:

- **ESSA Assistance Status** – Any school identified as CSI Low Performing, CSI Grad or ATSI.
- **15% or More Teachers Not Credentialed** – “Y” identifies schools that have 15 percent or more teachers not credentialed. “N/A” indicates schools that have not been identified for Williams-monitoring based on this criteria.
- **% of Teachers Not Credentialed** – The percentage of teachers not credentialed at a specific school.

Overall Misassignments – Total vacancies and corrected or uncorrected assignments based on Census Date identified during the Fiscal Year 2022/2023 Assignment Monitoring process utilizing the CalSAAS program. “Misassignment” means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold (Education Code 35186[h][2]).

Please note more than one misassignment may be identified within a certificated assignment (e.g., a special education teacher lacking authorization for potentially more than one disability). English learners misassignments are one per teacher of record and included with the overall misassignments.

Overall Misassignments Corrected During CalSAAS Review – Total misassignments corrected by the local education agency after Census Date and prior to the monitoring process utilizing the CalSAAS program. “Misassignment” means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold (E.C. 35186[h][2]).

Please note more than one misassignment may be identified within a certificated assignment (e.g., a special education teacher lacking authorization for potentially more than one disability). English learners misassignments are one per teacher of record and included with the overall misassignments.

Remedied “Emergency Repair” Facility Deficiencies – The number of facility deficiencies identified as emergency repair issues that were corrected prior to the completion of the Williams site visit.

Remedied “Good Repair” Facility Deficiencies – The number of facility deficiencies identified as good repair issues that were corrected prior to the completion of the Williams site visit.

Teacher Vacancies – Total number of Fiscal Year 2022/2023 teacher vacancies which are based on SARC data annually reported by local educational agencies to the California Department of Education.

“Teacher vacancy” means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester (E.C. Section 35186[h][3] and C.C.R. Title 5 Section 4600[b]).

Teacher Vacancies Filled – Total number of Fiscal Year 2022/2023 teacher vacancies that were filled after the beginning of the year or semester. “Teacher vacancy” means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester (E.C. Section 35186[h][3] and C.C.R. Title 5 Section 4600[b]).

Per the California Department of Education’s SARC Data Definitions for 2022/2023 regarding teacher vacancies, “Beginning of the year or semester means the first day classes necessary to serve all the students enrolled are established with a single-designated certificated employee assigned for the duration of the class, but not later than 20 working days after the first day students attend classes for that semester.”

Total “Emergency Repair” Facility Deficiencies – The total number of facility deficiencies identified as emergency repair issues at the time of the site visit.

Total Enrollment – Total enrollment figures for districts overall and individual schools based on the California Department of Education’s Fiscal Year 2023/2024 DataQuest District and School Enrollment Reports.

Total “Good Repair” Facility Deficiencies – The total number of facility deficiencies identified as good repair issues at the time of the site visit.

Total Schools – Total number of public schools in each district based on the California Department of Education’s Fiscal Year 2023/2024 DataQuest District and School Enrollment Reports.

Total Williams-monitored Charter Schools – The total number of charter schools within a district identified to receive oversight from the County Superintendent to ensure compliance with the Williams Settlement.

Total Williams-monitored District Schools – The total number of schools within a district identified to receive oversight from the County Superintendent to ensure compliance with the Williams Settlement.

Williams Settlement – The American Civil Liberties Union filed *Williams v. California* on behalf of the plaintiffs (nearly 100 students from San Francisco County) as a class action lawsuit against the State of California and its educational agencies. The basis of the lawsuit was that public school agencies failed to provide public school students with equal access to instructional materials, safe and clean school facilities, and qualified teachers. The issues of equity for disadvantaged and minority students, particularly in large and urban school districts, were the crux of the case.

The Williams Lawsuit Settlement was reached and enacted into law in August 2004. County superintendents must annually monitor and report on the lowest performing schools identified by the Superintendent of Public Instruction for each of the following areas:

- **Instructional Materials**—All students, including English Learners, must have sufficient access to standards-aligned instructional materials or textbooks in all core subject areas for use in class and at home.
- **Facilities**—All schools must be safe, clean, and in good repair.
- **Teacher Credentialing and Assignment**—All schools must have teachers that are appropriately certificated for their specific teaching assignment, including English Learner Authorization.
- **Public Reporting**—All schools must include information on the sufficiency of instructional materials, repair of school facilities, and teacher misassignments and vacancies in their SARC. Additionally, all schools, not including charter schools, must post a notice in each classroom informing parents, guardians, pupils, and teachers of their right to file a Williams complaint regarding instructional materials sufficiency, facilities good repair, and teacher vacancy or misassignments.

Note: All public schools, TK-12, regardless of identification on the monitored schools list, must adhere to Williams Settlement requirements.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: December 19, 2024

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: REVISION OF BOARD POLICY AND ADMINISTRATIVE
REGULATION 1330 COMMUNITY RELATIONS – USE OF SCHOOL
FACILITIES**

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BACKGROUND

Board policies, administrative regulations, and bylaws are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current practice. Revision of Board Policy and Administrative Regulation 1330 Community Relations –Use of School Facilities is updated to reflect new language regarding fees/direct costs for non-profit community groups and organizations. Policy also adds new section on the use of district facilities after instructional hours and liability insurance shall be required from all user groups. Regulation updated to more directly reflect the Board’s approved terms and conditions for Facilities Use and Fee Schedule and names of certified individuals that would be present at facility pools at all times.

New language is provided in UPPER CASE while old policy language is ~~lined through~~.

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

RECOMMENDATION

It is recommended the Board of Education receive for information the revision of Board Policy and Administrative Regulation 1330 Community Relations – Use of School Facilities.

FISCAL IMPACT

None.

NE:GJS:cb

USE OF SCHOOL FACILITIES

The Board of Education believes that school facilities and grounds are a vital community resource which should be used to foster community involvement and development. Therefore, the Board authorizes the use of school facilities by District residents and community groups for purposes specified in the Civic Center Act, to the extent that such use does not interfere with school activities or other school-related uses.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 6145.5 - Student Organizations and Equal Access)

ALL USE OF DISTRICT FACILITIES AFTER INSTRUCTIONAL HOURS MUST HAVE A FULLY APPROVED FACILITY USE REQUEST SUBMITTED THROUGH SCHOOL DUDE FSDIRECT BOTH FOR INTERNAL ORGANIZATIONS (SCHOOL SITE ATHLETICS, PTA'S, PTO'S, BOOSTERS, ETC.) AND EXTERNAL ORGANIZATIONS (YOUTH SPORTS TEAMS, GAMES AND PRACTICES, ETC.). VERBAL APPROVAL FOR THE USE OF ANY DISTRICT FACILITY IS NOT PERMITTED.

The Superintendent or designee shall give priority to school-related activities in the use of school facilities and grounds. Other uses authorized under the Civic Center Act shall be on a first-come, first-served basis.

For the effective management and control of school facilities and grounds, the Superintendent or designee shall maintain procedures and regulations that: (Education Code 38133)

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities.
2. Preserve order in school facilities and on school grounds and protect school facilities, designating a person to supervise this task, if necessary.

(cf. 0450 - Comprehensive School Safety Plan)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)

3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work.

Subject to prior approval by the Board, the Superintendent or designee may grant the use of school facilities or grounds on those days on which District schools are closed. (Education Code 37220)

(cf. 6115 - Ceremonies and Observances)

USE OF SCHOOL FACILITIES (cont.)

There shall be no advertising on school facilities and grounds except as allowed by District policy specified in Board Policy 1325 - Advertising and Promotion.

(cf. 1325 - Advertising and Promotion)

As necessary to ensure efficient use of school facilities, the Superintendent or designee may, with the Board's approval, enter into an agreement for the joint use of any school facilities or grounds. The Board shall approve any such agreement only if it determines that it is in the best interest of the District and the community.

(cf. 1330.1 - Joint Use Agreements)

Fees

The Board shall adopt a comprehensive schedule of fees to be charged for community use of school facilities and grounds, including, but not limited to, the multipurpose room(s), playing or athletic field(s), track and field venue(s), tennis court(s), and outdoor basketball court(s). The schedule of fees shall be prepared in accordance with 5 CCR 14037-14041. (5 CCR 14041)

(cf. 9320 - Meetings and Notices)

Amount not exceeding direct costs to all non-profit community groups and organizations.

The Board believes that the use of school facilities or grounds should not result in an expense to the District. The Superintendent or designee shall charge all non-profit groups granted the use of school facilities or grounds under the Civic Center Act an amount not exceeding direct costs determined in accordance with 5 CCR 14037-14041. (Education Code 38134)

Additionally, when any use of school facilities or grounds is for religious services, the District shall charge an amount at least equal to the District's direct costs. (Education Code 38134)

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the District's students. (Education Code 38134)

USE OF SCHOOL FACILITIES (cont.)**INSURANCE**

LIABILITY INSURANCE SHALL BE REQUIRED FROM ALL USER GROUPS. THE DISTRICT LIABILITY INSURANCE POLICY ONLY COVERS DISTRICT-SPONSORED EVENTS (ASB/SCHOOL SITE) AND ATHLETIC GAMES AND PRACTICES THAT ARE REQUIRED BY CIF. EVENTS THAT ARE NOT REQUIRED BY CIF, IN ADDITION TO FUNDRAISING EVENTS THAT HAVE BEEN SOLICITED TO THE COMMUNITY FOR PARTICIPATION, SUCH AS TOURNAMENTS, CANNOT BE COVERED BY THE DISTRICT'S LIABILITY INSURANCE POLICY. EVENTS OF THIS NATURE MUST BE SUBMITTED UNDER THE ORGANIZATION THAT IS ORGANIZING, SPONSORING AND/OR FINANCIALLY BENEFITING FROM THE EVENT AND IT IS THEIR INSURANCE THAT MUST COVER THE EVENT (THIS INCLUDES FUNDRAISERS THAT ARE CIF-SANCTIONED).

FUNDRAISING EVENTS MUST BE SUBMITTED TO BUSINESS SERVICES AND APPROVED BY THE BOARD OF EDUCATION, IN ADVANCE OF THE EVENT. ADDITIONALLY, A FULLY APPROVED FACILITY USE PERMIT THROUGH SCHOOL DUDE FSDIRECT MUST ALSO BE OBTAINED FOR THE FUNDRAISING EVENT.

Calculating Direct Costs

Direct costs to be charged for community use of each, or each type of, school facility or grounds, shall be calculated, in accordance with 5 CCR 14038, and may reflect the community's proportionate share of the following costs: (Education Code 38134; 5 CCR 14038-14041)

1. Capital direct costs calculated in accordance with 5 CCR 14039, including the estimated costs of maintenance, repair, restoration, and refurbishment of non-classroom space, school facilities, or grounds.
2. Operational direct costs calculated in accordance with 5 CCR 14040, including estimated costs of supplies, utilities, janitorial services, other services performed by District employees and/or contracted workers, and salaries and benefits paid to District employees directly associated with the administration of the Civic Center Act to operate and maintain school facilities and grounds.

Direct cost fees shall not be discounted to any group or organization except when the discount is specifically authorized in the adopted fee schedule. (5 CCR 14041)

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the District's

USE OF SCHOOL FACILITIES (cont.)

students. (Education Code 38134)

Expending Funds Collected as Capital Direct Costs

Any funds collected as capital direct costs shall be deposited into a special fund to be used only for capital maintenance, repair, restoration, and refurbishment of school facilities and grounds. (5 CCR 14042)

Use Of School Facility as Polling Place

The Board may authorize the use of school buildings as polling places, OR VOTE CENTERS FOR on any election day, ~~and~~. THE BOARD may also authorize the use of school buildings, without cost, for the storage of voting machines and other vote-tabulating devices.

However, if a city or county elections official specifically requests the use of a school building as a polling place, OR VOTE CENTER ON ELECTION DAY AND/OR DURING THE 10 DAYS PRECEDING ELECTION DAY, AS WELL AS DURING KEY DATES NECESSARY FOR DROP-OFF, SET-UP, AND PICK-UP OF ELECTION MATERIALS, AS DETERMINED BY THE ELECTIONS OFFICIAL, the Board shall allow its use for such purpose. If school will be in session, the Superintendent or designee shall identify to elections officials the specific areas of the school buildings not occupied by school activities that will be allowed for use as polling places. (Elections Code 12283)

(cf. 6111 - School Calendar)

When a school is used as a polling place OR VOTE CENTER, the Superintendent or designee shall provide the elections official a site with an adequate amount of space that will allow the precinct board to perform its duties in a manner that will not impede, interfere, or interrupt the normal process of voting and shall make a telephone line for Internet access available for use by local elections officials if so requested. ~~He/she~~ THE SUPERINTENDENT OR DESIGNEE shall make a reasonable effort to ensure that the site is accessible to persons with disabilities. (Elections Code 12283)

The Superintendent or designee shall establish procedures to ensure student safety and minimize disruptions whenever school is in session while the facilities are being used as a polling place.

(cf. 3515.2 - Disruptions)

USE OF SCHOOL FACILITIES (cont.)

Existing Joint Use of Facilities Agreements between the Chino Valley Unified School District and the Cities of Chino, Chino Hills and Ontario have priority of use and priority of consideration for use of facilities/fields over all requests by other parties. All facility use requests are subject to the terms and conditions of the joint use of facilities agreement.

An online application must be completed and approved by the Superintendent or his designee.

The Superintendent or his designee shall establish administrative regulations to be approved by the Board of Education to implement this policy, which shall be reviewed and updated on an annual basis as necessary.

Legal Reference:

EDUCATION CODE

10900-10914.5 Community recreation programs

32282-32289.5 School safety plans

37220 School holidays

38130-38138 Civic Center Act, use of school property for public purposes

BUSINESS AND PROFESSIONS CODE

25608 Alcoholic beverage on school premises

ELECTIONS CODE

12283 Polling places: schools

GOVERNMENT CODE

54950-54963 The Ralph M. Brown Act

MILITARY AND VETERANS CODE

1800 Definitions

CODE OF REGULATIONS, TITLE 5

14037-14042 Proportionate direct costs for use of school facilities and grounds

UNITED STATES CODE, TITLE 20

7905 Equal access to public school facilities

COURT DECISIONS

Good News Club v. Milford Central School, (2001) 533 U.S. 98

Lamb's Chapel v. Center Moriches Union Free School District, (1993) 508 U.S. 384

Cole v. Richardson, (1972) 405 U.S. 676

Connell v. Higgenbotham, (1971) 403 U.S. 207

ACLU v. Board of Education of Los Angeles, (1961) 55 Cal.2d 167

Ellis v. Board of Education, (1945) 27 Cal.2d 322

ATTORNEY GENERAL OPINIONS

82 Ops.Cal.Atty.Gen. 90 (1999)

79 Ops.Cal.Atty.Gen. 248 (1996)

Management Resources:

Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, February 2010
Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009

USE OF SCHOOL FACILITIES (cont.)

WEBSITES

California School Boards Association: www.csba.org

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

Chino Valley Unified School District

Policy Adopted: October 19, 1995

Revised: June 3, 1999

Revised: March 6, 2003

Revised: July 18, 2013

Revised: November 20, 2014

Revised: September 20, 2018

REVISED:

USE OF SCHOOL FACILITIES

Application for use of Facilities

Any person applying for the use of any school facilities or grounds on behalf of any society, group, or organization shall present written authorization from the group or organization to make the application.

Persons or organizations applying for the use of school facilities or grounds shall ~~submit~~ **APPLY AND BE APPROVED FOR** a facilities use ~~statement~~ **PERMIT AND AGREE TO THE DISTRICT'S BOARD APPROVED TERMS AND CONDITIONS FOR FACILITIES USE AND FEE SCHEDULE, AND AGREE indicating** that they WILL uphold the state and federal constitutions and do not intend to use school premises or facilities to commit unlawful acts.

Civic Center Use

Subject to District policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes: (Education Code 38131, 38132)

1. Public, literary, scientific, recreational, education or public agency meetings.
2. The discussion of matters of general or public interest.
3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization.
4. Childcare programs to provide supervision and activities for children of preschool and elementary school age.

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies.
6. Supervised recreational activities including, but not limited to sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youths may participate regardless of religious belief or denomination.
7. A community youth center.

USE OF SCHOOL FACILITIES (cont.)

8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)

9. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization

A veterans' organization means the American Legion, Veterans of Foreign Wars, Disabled American Veterans, United Spanish War Veterans, Grand Army of the Republic, or other duly recognized organization of honorably discharged soldiers, sailors, or marines of the United States, or any of their territories. (Military and Veterans Code 1800)

10. Other purposes deemed appropriate by the Board.

Direct Costs/Fair Rental Value

Groups whose activities are covered by the Civic Center Act will be charged a direct cost not to exceed:

1. The cost of a school employee's presence during the organization's use of the facilities if that employee would not otherwise be present as part of his/her normal duties.
2. The cost of custodial/maintenance/grounds, security service if the services are necessary and would not have otherwise been performed as part of normal duties.
3. The cost of food service personnel.
4. The cost of utilities directly attributable to the organization's use of facilities.
5. The cost of supplies directly attributable to the organization's use of facilities.

Any private groups, organization, or individual whose activities are not covered by the Civic Center Act and charge a fee to their participants shall be charged appropriate

USE OF SCHOOL FACILITIES (cont.)

rental fees and shall be responsible for all direct costs. Applications for such activities shall be approved only upon specific authorization of the Board. Rental fees shall be in conformance with the schedule adopted by the Board of Education. This schedule is subject to be adjusted on an annual basis.

Restrictions

The District may exclude certain school facilities from nonschool use for safety or security reasons.

School facilities OR GROUNDS shall not be used for any of the following activities:

1. Any use by an individual or group for the commission of any crime or any act prohibited by law.
2. Any use which is inconsistent with the use of the school facilities for school purposes or which interferes with the regular conduct of school or school work.
3. Any use which involves the possession, consumption, or sale of DRUGS, alcoholic beverages or any restricted substances, including tobacco.

(cf. 3513.3 - Tobacco-Free Schools)

4. Due to safety and security reasons, use of facilities such as classrooms, labs, libraries, and offices can be restricted.
5. The use of school facilities for private parties, showers or receptions honoring individuals and the like, is not deemed to serve a public purpose and such use is prohibited.
6. No district site may be used for car washes or rummage sales ~~unless the use is for school district organizations.~~
7. Due to safety/security reasons, activities such as, but not limited to, kite flying contests, swap meets, and model rocket launching are not permitted at school district sites.
8. Animals shall not be allowed on district property at any time during use of facilities with exception of police dogs, seeing-eye dogs, and dog obedience classes sponsored by county or city organizations.

USE OF SCHOOL FACILITIES (cont.)

9. The use of open flames such as candles is forbidden. Decorations must be flameproof and shall be erected and taken down in a manner not destructive to school property.
10. Use of school facilities for the filming of commercial films, including feature movies, are considered to be outside the scope of the Civic Center Act (Education Code 38130-38136). As such, use of school facilities for filming purposes is permissible only with the approval of the Board of Education. Uses will be permitted only under circumstances that do not create disruption to the educational program. The Board of Education affirms its right to deny permission to film certain movies based solely upon their content.

The District may exclude certain school facilities from nonschool use for safety or security reasons.

Provisions for Facility Use

1. An employee shall be on duty whenever a facility is being used.
2. Use of cafeteria/kitchen facilities requires the supervision of Nutrition Services personnel. Use must be arranged with the Nutrition Services Department at the time of application.
3. Facilities are available during vacation periods only if the use does not conflict with cleaning and renovating activities and if necessary personnel are available for supervision.
4. Organizations shall not use any facility or equipment not approved in the permit.
5. Use of facilities shall not extend beyond the time specified in the permit. Parking shall be included as part of the permit process and will be limited to existing space in each facility's regular parking lot. Overflow parking on asphalt play area or grass fields is prohibited.

Damage and Liability

Groups, organizations, or persons using school facilities OR GROUNDS shall be liable for any property damage caused by the activity. The District may charge the amount necessary to repair the damages and may deny the group further use of school facilities OR GROUNDS. (Education Code 38134)

Any group or organization using school facilities or grounds shall be liable for any

USE OF SCHOOL FACILITIES (cont.)

injuries resulting from its negligence during the use of district facilities or grounds. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk. (Education Code 38134)

Groups or organizations shall provide the District with evidence of insurance against claims arising out of the group's own negligence when using school facilities.

(Education Code 38134)

As permitted, the Superintendent or designee may require a hold harmless agreement and indemnification when warranted by the type of activity or the specific facilities being used.

(cf. 3515.21 - Unmanned Aircraft Systems (Drones))

Field/Athletic Use

The use of school athletic facilities will be determined on a priority basis. The highest priority will be reserved for school activities. The next priority will go to those activities controlled by county and city organizations based within the district boundaries and will be given priority over those from other areas. The district will determine time periods that facilities/fields will be made available.

All applications for the use of school athletic facilities shall be filed with the city recreation department sponsoring the event. Applications in accord with priorities established by the sports committee shall be directed to the site administrator and the Superintendent or designee for approval based upon site availability. The recreation department shall be responsible for informing the organization of approval and monitoring the usage of school athletic facilities.

School athletic facilities include: all field areas located at elementary, junior high and high school campuses, and all tennis courts, handball courts, gymnasiums and swimming pools.

Other facilities at a specific site may be defined as athletic facilities for the purpose of this policy only with the concurrence of the district's site administrator. All athletic facilities are subject to closure as determined necessary by the district.

Tennis courts will be available for use after school hours with priority given to school site requests. Use of tennis courts after dark will result in a charge for lights.

~~Qualified adult personnel trained in appropriate Red Cross CPR and lifeguard procedures shall be present at all times the pool is in use.~~ ALL FACILITY USE

USE OF SCHOOL FACILITIES (cont.)

REQUESTS FOR USE OF DISTRICT POOLS MUST INCLUDE THE NAME OF THE RED CROSS CPR/LIFEGUARD CERTIFIED INDIVIDUAL(S) THAT WILL BE PRESENT THE ENTIRE TIME THE POOL IS IN USE IN THE "EVENT DESCRIPTION" AREA. COPIES OF THE CERTIFICATION MUST BE ATTACHED TO THE FACILITY USE REQUEST UPON SUBMISSION. REQUESTS FOR USE OF DISTRICT POOLS THAT DO NOT INCLUDE THIS INFORMATION WILL NOT BE APPROVED.

Any field/athletic user group must comply with terms and regulations set forth in any existing Joint Use Agreement between the district and the cities.

Application Requirements

1. Any group or organization wishing to use district facilities shall apply using the district's online facilities use application process. Any group wishing to use district fields must apply at the respective city recreation department.
2. Only applications originating with established and responsible organizations shall be considered. Individuals must have sponsorship by a qualifying organization.
3. All groups qualifying for use must adhere to the rules and regulations set forth by the Board of Education. Each group will be held accountable for damages, and withdrawal of consideration upon subsequent request.

Construction by Community Group on School Property

Under no circumstances is a user group to build, modify, and/or renovate any district athletic facility. This is to include erecting storage buildings, making irrigation repairs or modifications, sod removal, changing backstops or adding to backstops. A group wishing to improve athletic facilities must get written permission from the district Maintenance Department before making any changes.

Requests to construct facilities on school property shall be evaluated by the Superintendent or designee, the Director of Maintenance, Operations, and Construction, and the appropriate site administrator. All such recommendations shall consider the compatibility of the request with the site's master plan and educational program. The district may stipulate conditions as determined necessary to ensure such compatibility. Requesting groups or organizations may be required to consent to contractual obligations for this purpose. Such obligations may include the eventual removal of the facilities in question.

USE OF SCHOOL FACILITIES (cont.)

Chino Valley Unified School District

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