



CHINO VALLEY
UNIFIED SCHOOL DISTRICT

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

BOARD OF EDUCATION

AGENDA

March 2, 2023

BOARD OF EDUCATION

Donald L. Bridge

Andrew Cruz

Jonathan Monroe

James Na

Sonja Shaw

Maya King, Student Representative

SUPERINTENDENT

Norm Enfield, Ed.D.

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
District Board Room – 5130 Riverside Drive, Chino, CA 91710
5:15 p.m. – Closed Session • 6:00 p.m. – Regular Meeting
March 2, 2023

AGENDA

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

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

I. OPENING BUSINESS

I.A. CALL TO ORDER – 5:15 P.M.

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

Discussion and possible action (times are approximate):

- a. Student Discipline Matters (Education Code 35146, 48918 (c) & (j):): Expulsion cases 22/23-35, 22/23-38, and 22/23.42. (15 minutes)
- b. Public Employee Discipline/Dismissal/Release (Government Code 54957): (15 minutes)

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

1. Report Closed Session Action
2. Pledge of Allegiance

I.C. STAFF REPORT

1. Local Control and Accountability Annual Update: Part 1

I.D. COMMENTS FROM STUDENT REPRESENTATIVE

I.E. COMMENTS FROM EMPLOYEE REPRESENTATIVES

Proceedings of this meeting are recorded.

I.F. COMMENTS FROM THE AUDIENCE ON ITEMS NOT ON THE AGENDA**I.G. CHANGES AND DELETIONS****II. ACTION****II.A. ADMINISTRATION****II.A.1. 2023 California School Boards Association Delegate Assembly Election**

Page 9

Recommend the Board of Education vote for no more than six (6) candidates to the California School Boards Association Delegate Assembly, subregion 16-B, for a term beginning April 1, 2023, through March 31, 2025.

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

II.A.2. Rescinding the January 19, 2023 Board Action Approving the Naming of the Preserve School #2

Page 10

Board member Andrew Cruz recommends the Board of Education rescind the January 19, 2023 Board action approving the naming of the Preserve School #2.

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

II.B. HUMAN RESOURCES**II.B.1. Resolution 2022/2023-33, Notice of Layoff of Certain Classified Staff Pursuant to Education Code 45117 and 45298**

Page 11

Recommend the Board of Education adopt Resolution 2022/2023-33, Notice of Layoff of Certain Classified Staff Pursuant to Education Code 45117 and 45298.

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 February 16, 2023 Regular Meeting**

Page 13 Recommend the Board of Education approve the minutes of the February 16, 2023 regular meeting.

III.A.2. Resolution 2022/2023-34, Board Compensation for James Na for February 16, 2023 Missed Meeting

Page 23

Recommend the Board of Education adopt Resolution 2022/2023-34, Board Compensation for James Na for February 16, 2023 Missed Meeting.

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

Page 25

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

III.B.2. Fundraising Activities

Page 26

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

III.B.3. Donations

Page 29

Recommend the Board of Education accept the donations.

III.B.4. Legal Services

Page 31

Recommend the Board of Education approve payment for legal services to the law office of Margaret A. Chidester & Associates; and Tao Rossini, APC.

III.C. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT**III.C.1. Student Expulsion Cases 22/23-35, 22/23-38, and 22/23-42**

Page 32

Recommend the Board of Education approve student expulsion cases 22/23-35, 22/23-38, and 22/23-42.

III.C.2. School Sponsored Trips

Page 33

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

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

Page 35

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

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

Page 36

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

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

Page 39

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

III.D.4. Change Order and Notice of Completion for Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 03-01)

Page 41

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 03-01).

III.D.5. Change Order and Notice of Completion for Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 26-01)

Page 46

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 26-01).

III.D.6. Change Order and Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase 1 (BP 5)

Page 50

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase 1 (BP 5).

III.D.7. Change Order and Notice of Completion for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 12)

Page 54

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 12).

III.D.8. Award of Bid No. 22-23-26F, Chino HS Reconstruction Offsite Improvements (BP 1)

Page 58

Recommend the Board of Education approve the Award of Bid No. 22-23-26F, Chino HS Reconstruction Offsite Improvements (BP 1).

III.D.9. Award of Bid No. 22-23-26F, Chino HS Reconstruction Offsite Improvements (BP 2)

Page 59

Recommend the Board of Education approve the Award of Bid No. 22-23-26F, Chino HS Reconstruction Offsite Improvements (BP 2).

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

Page 60

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

III.E.2. Rejection of Claim

Page 66

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

III.E.3. Learning Site Agreement with California State University, San Bernardino

Page 67

Recommend the Board of Education approve the Learning Site Agreement with California State University, San Bernardino.

IV. INFORMATION**IV.A. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT****IV.A.1. San Bernardino County Superintendent of Schools Williams Findings Decile 1-3 Schools Second Quarterly Report 2022/2023**

Page 74

Recommend the Board of Education receive for information the San Bernardino County Superintendent of Schools Williams Findings Decile 1-3 School Second Quarterly Report 2022/2023.

IV.A.2. Textbook Adoption for World Language Courses

Page 78

Recommend the Board of Education receive for information the following instructional materials for the textbook adoption for world language courses:

Course Level – Spanish 1

- a) Vista Higher Learning. *Descubre Level 1*. Blanco. 2022.
Replaces: Prentice Hall. *Realidades 1*. Boyles. 2004.

Course Level – Spanish 2

- b) Vista Higher Learning. *Descubre Level 2*. Blanco. 2022.
Replaces: Prentice Hall. *Realidades 2*. Boyles. 2004.

Course Level – Spanish 3

- c) Vista Higher Learning. *Descubre Level 3*. Blanco. 2022.
Replaces: Prentice Hall. *Realidades 3*. Boyles. 2004.

Course Level – Spanish 3 H

- d) Vista Higher Learning. *Descubre 3 Level 3*. 2022.
Replaces: Vista Higher Learning. *Descubre 3*. Blanco. 2017.

Course Level – Span/Span 1

- e) Carnegie Learning. *En Voz Alta Level 1*, Herrera, et al. 2023.
Replaces: Prentice Hall. *Realidades 1*. Boyles. 2004.

Course Level – Span/Span 2H

- f) Carnegie Learning. *En Voz Alta Level 2*. Paula Hidalgo and Janet Boring. 2023.
Replaces: Holt, Rinehart and Winston. *Nuevas Vistas Dos*. Holt. Rinehart. Winston. 2003.

Course Level – AP Spanish 4

- g) Vista Higher Learning. *Temas 3*. Draggett. 2024.; Vista Higher Learning. *AP Spanish Exam Preparation*. Draggett. 2024
Replaces: Vista Higher Learning. *Temas AP Spanish Language and Culture*. Ehrsam. 2014.

Course Level – AP Spanish 5

- h) Vista Higher Learning. *Intrigas 3*. Courtad, et al. 2021
Replaces: Houghton Mifflin Harcourt. *Ampliando Perspectivas*. Bowen. 2013.

Course Level – French 1

- i) Vista Higher Learning. *D'accord Level 1*. Blanco. 2024
Replaces: EMC/Paradigm. *C'est A'Toi! – Level 1*. Fawbush. 2002.

Course Level – French 2

- j) Vista Higher Learning. *D'accord Level 2*. Blanco. 2024.
Replaces: EMC/Paradigm. *C'est A'Toi! – Level 2*. Fawbush. 2002.

Course Level – French 3H

- k) Vista Higher Learning. *D'accord Level 3*. Blanco. 2024
Replaces: Vista Higher Learning. *D'accord Level 3*. Blanco. 2015.

Course Level – AP French 4

- l) Vista Higher Learning. *Themes 2*. Kurbegov, et al. 2022. ; Vista Higher Learning. *AP French Exam Preparation*. Parthena Draggett and Geraldine Touzeau. 2022.
Replaces: Vista Higher Learning. *Themes AP French Language and Culture*. Draggett. 2016.

Course Level – Mandarin 1

- m) Cheng & Tsui Company. *Go Far with Chinese Level 1*. Jin. 2022.
Replaces: Joint Publishing. *Chinese Made Easy 1*. Ma. 2001.

Course Level – Mandarin 2

- n) Cheng & Tsui Company. *Go Far with Chinese Level 2*. Jin. 2022.
Replaces: Joint Publishing. *Chinese Made Easy 2*. Ma. 2006.

Course Level – Mandarin 3H

- o) Cheng & Tsui Company. *Go Far with Chinese Level 3*. Jin. 2022.
Replaces: EMC/Paradigm Publishing. *Zhen Bang! 3*. Wong. 2014.

Course Level – AP Mandarin 4

- p) Cheng & Tsui Company. *Integrated Chinese Levels 3-4*. Liu, et al. 2018
Replaces: EMC/Paradigm Publishing. *Zhen Bang! 3*. Wong. 2013.

Course Level – Japanese 1

- q) Japanese Times Publishing. *Genki 1*. Banno. 2020.
Replaces: Cheng & Tsui. *Adventure in Japanese 1*. Peterson. 1998.

Course Level – Japanese 2

- r) Japanese Times Publishing. *Genki 1*. Banno. 2020.
Replaces: Cheng & Tsui. *Adventure in Japanese 2*. Peterson. 2004.

Course Level – Japanese 3H

- s) Japanese Times Publishing. *Genki 2*. Banno. 2020.
Replaces: Japanese Times Publishing. *Genki Level 2*. Banno. 2004.

Course Level – AP Japanese

- t) Japanese Times Publishing. *Genki 2*. Banno. 2020.
Replaces: EMC/Paradigm Publishing. *Zhen Bang! 3*. Wong. 2014.

IV.B. FACILITIES, PLANNING, AND OPERATIONS

IV.B.1. Revision of Board Policy 7310—Naming of Facility

Page 81

Recommend the Board of Education receive for information the revision of Board Policy 7310—Naming of Facility.

V. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

VI. ADJOURNMENT

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: March 2, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

**SUBJECT: 2023 CALIFORNIA SCHOOL BOARDS ASSOCIATION
DELEGATE ASSEMBLY ELECTION**

=====

BACKGROUND

Ballots have been received for the 2023 California School Boards Association Delegate Assembly Election, along with the biographical sketch forms for the candidates, which have been provided under separate cover. The Board of Education may vote for no more than six (6) candidates in the election. The ballots must be postmarked by March 15, 2023. Delegates will serve two-year terms beginning April 1, 2023, through March 31, 2025. Candidates and their district/county office will be contacted if there is a run-off. Following are the six (6) candidates for subregion 16-B:

<input type="checkbox"/> Gwen Dowdy-Rodgers (San Bernardino COE)	<input type="checkbox"/> Eric Swanson (Hesperia USD)*
<input type="checkbox"/> Maria Gomez (Hesperia USD)	<input type="checkbox"/> Kathy Thompson (Central ESD)*
<input type="checkbox"/> Ronald Newton (Mountain View SD)	
<input type="checkbox"/> Gabriel Stine (Victor ESD)*	

Provision for write-in candidate name and school district

*Denotes incumbent.

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

RECOMMENDATION

It is recommended the Board of Education vote for no more than six (6) candidates to the California School Boards Association Delegate Assembly, subregion 16-B, for a term beginning April 1, 2023, through March 31, 2025.

FISCAL IMPACT

None.

NE:pk

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: March 2, 2023

TO: Members, Board of Education

FROM: Andrew Cruz, Clerk, Board of Education

**SUBJECT: RESCINDING THE JANUARY 19, 2023 BOARD ACTION APPROVING
THE NAMING OF THE PRESERVE SCHOOL #2**

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BACKGROUND

At the February 16, 2023 meeting of the Board of Education, Board Clerk Andrew Cruz requested an item rescinding the January 19, 2023 Board action approving the naming of the Preserve School #2.

RECOMMENDATION

Board member Andrew Cruz recommends the Board of Education rescind the January 19, 2023 Board action approving the naming of the Preserve School #2.

FISCAL IMPACT

None.

NE:pk

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: March 2, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: RESOLUTION 2022/2023-33, NOTICE OF LAYOFF OF CERTAIN
CLASSIFIED STAFF PURSUANT TO EDUCATION CODE 45117
AND 45298**

=====

BACKGROUND

The WIOA Program is being discontinued, as such the classified positions supporting this program are no longer needed. This requires the elimination of three (3) full time positions for the 2023/2024 school year.

It has been determined by the Facilities Department that due to lack of work, as well as funding, there is no longer a need for a Typist Clerk II within the department. This requires the elimination of one (1) full time position for the 2023/2024 school year.

The Elementary Library/Media Center Assistant position is Title I funded. It has been determined by Liberty ES that it will be necessary to discontinue this classified service. This requires the elimination of one (1) part-time position for the 2023/2024 school year.

Resolution 2022/2023-33 outlines the recommendation for discontinued services.

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2022/2023-33, Notice of Layoff of Certain Classified Staff Pursuant to Education Code 45117 and 45298.

FISCAL IMPACT

\$121,553.00 annual savings to the general fund and \$210,716.00 annual savings to restricted budgets.

NE:RR:IB:ED:jw

**Chino Valley Unified School District
Resolution 2022/2023-33
Notice of Layoff of Certain Classified Staff Pursuant to
Education Code 45117 and 45298**

WHEREAS, due to lack of funds or lack of work, the Board of Education of the Chino Valley Unified School District hereby finds that it is in the best interest of the District to eliminate existing classified positions to the following extent:

POSITION(S) ELIMINATED

Two (2)	WIOA/WIA Employment Placement Specialist	2.00 FTE
One (1)	WIOA/WIA Career Technician	1.00 FTE
One (1)	Typist Clerk II	1.00 FTE
One (1)	Elementary Library/Media Center Assistant	0.4375 FTE

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

1. The classified position specified herein above be eliminated by layoff pursuant to the District rules and regulations and applicable provisions of the California Education Code.
2. The said elimination by layoff becomes effective at the conclusion of the 2022/2023 school year in accordance with Education Code section 45117, subject to any negotiations to the extent required by law.
3. Pursuant to Education Code 45117, the Superintendent or his designee is directed to give notices of layoff to the affected classified employees.
4. Pursuant to Education Code 45298, the affected classified employees laid off, pursuant to this resolution shall be eligible for reemployment.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 2nd day of March 2023 by the following vote:

Bridge:	_____
Cruz:	_____
Monroe:	_____
Na:	_____
Shaw:	_____

I, Norm Enfield, Ed.D., Secretary of the Board of Education of the Chino Valley Unified School District, certify that the foregoing is a full, true, and correct copy of a resolution adopted by the Board at a regular meeting as stated.

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
February 16, 2023
MINUTES

I. OPENING BUSINESS

I.A. CALL TO ORDER – 4:45 P.M.

1. Roll Call

President Shaw called to order the regular meeting of the Board of Education, Thursday, February 16, 2023, at 4:45 p.m. with Bridge, Cruz, Monroe, and Shaw present. James Na was absent from the meeting.

Administrative Personnel

Norm Enfield, Ed.D., Superintendent

Sandra H. Chen, Associate Superintendent, Business Services

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

Lea Fellows, Assistant Superintendent, CIIS

Richard Rideout, Assistant Superintendent, Human Resources

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 4:45 p.m. regarding a student readmission matter; a parent request for expungement of expulsion proceeding; conference with labor negotiators: A.C.T. and CSEA; public employee appointment: coordinator, secondary curriculum and instruction; 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, and Shaw present. The Board met in closed session from 4:45 p.m. to 5:51 p.m. regarding a student readmission matter; a parent request for expungement of expulsion proceeding; conference with labor negotiators: A.C.T. and CSEA; public employee appointment: coordinator, secondary curriculum and instruction; and public employee discipline/dismissal/release.

The Board took the following action: authorized the Superintendent or designee to issue a notice of non-reelection to certificated teacher 28620; and appointed Brian Ilharreguy as coordinator of secondary curriculum effective February 28, 2023. No further action was taken that required public disclosure.

2. Pledge of Allegiance
Led by Ayala HS student Michael.

I.C. PRESENTATION

1. Golden Bell Award Recipient
President Shaw presented teacher Michael Collins with a certificate in recognition for his Engineering and Architecture Pathway program at Ayala HS.

I.D. STAFF REPORT

1. Comprehensive School Safety Plans
Whitney Fields, Director, Risk Management, presented the Comprehensive School Safety Plans.

I.E. COMMENTS FROM STUDENT REPRESENTATIVE

Maya King said she was not at the last Board meeting because she had her last school water polo game; provided school sporting event updates; congratulated Chino HS girls' basketball for making it to the CIF semifinal to be held on Saturday at the new Chino HS gym at 6:00 p.m.; congratulated Golden Bell award recipients; announced information for Ayala HS Sadie's dance; said Chino HS had to cancel their Sadie's dance; spoke about a student who found out she leukemia after donating blood at the last blood drive, and that fundraising information will be forthcoming; and asked for thoughts and well wishes for the student's healthy recovery.

I.F. COMMENTS FROM EMPLOYEE REPRESENTATIVES

Barbara Bearden, CHAMP President, spoke about Ibis Cordero, Coordinator, Parent and Family Engagement, Access & Equity, and informational presentations she provides; reminded everyone that School Portraits by Adams Photography is holding its annual Julie Gobin Memorial Hit the Greens for Scholarships tournament on March 20; said English learners are currently taking English language proficiency assessments and fifth graders are participating in physical fitness testing; and said Monday is a school holiday for Presidents Day and CVUSD will get a three-day weekend.

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

The following individuals addressed the Board: Albert Vande Steeg regarding rescinding the Board action regarding the naming of the Preserve #2 school; Kathy Gallagher regarding a book recommendation; Rhonda Wallace regarding long-term substitute pay (certificated); Richard Wales regarding Chino Hills Police Department; Jim Gallagher regarding Chino Valley Chamber of Commerce upcoming career day; Misty regarding special education issues; Byron Gonzalez regarding current issues and children's book author Raphael Warnock; and Krystal regarding bullying and school disciplinary actions.

I.H. CHANGES AND DELETIONS

The following changes were read into the record: Item III.E.1., Certificated/Classified Personnel Items, removed only the section Appointment – Extra Duty; Item III.D.7., Change Order and Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase 1 (BP12), corrected the amount \$58,924.52 to read as a credit; Item III.D.9., Change Order and Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase 1 (BP14), corrected the amount \$44,109.73 to read as a credit; and, Item III.D.10., Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase 1 (BP15), was pulled from the agenda.

II. ACTION**II.A. HUMAN RESOURCES**

- II.A.1. Resolution 2022/2023-32, Release of Temporary Certificated Employees**
Moved (Bridge) seconded (Monroe) motion carried (3-1, Cruz voted no) to adopt Resolution 2022/2023-32, Release of Temporary Certificated Employees and authorized the Superintendent or his designee to send Notice of Release to employees affected with an effective date of June 30, 2023. Student representative voted yes.

III. CONSENT

Moved (Bridge) seconded (Monroe) motion carried (4-0) to approve the consent items, as amended. Student representative voted yes.

III.A. ADMINISTRATION

III.A.1. Minutes of the February 2, 2023 Regular Meeting

Approved the minutes of the February 2, 2023 regular meeting.

III.A.2. Revision of Bylaws of the Board 9323—Meeting Conduct

Approved the revision of Bylaws of the Board 9323—Meeting Conduct.

III.B. BUSINESS SERVICES

III.B.1. Warrant Register

Approved/ratified the warrant register.

III.B.2. Fundraising Activities

Approved/ratified the fundraising activities.

III.B.3. Donations

Accepted the donations.

III.B.4. Request for Allowance of Attendance Due to Emergency Conditions at Ayala HS

Approved the request for allowance of attendance due to emergency conditions at Ayala HS.

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

III.C.1. Student Readmission Case 22/23-32

Approved student readmission case 22/23-32.

III.C.2. Request from Parent to Expunge Expulsion Proceeding Related to Student Case 22/23-32

Denied the parent request to expunge expulsion proceeding related to student case 22/23-32.

III.C.3. School Sponsored Trips

Approved/ratified the school-sponsored trips for Hidden Trails ES, Magnolia JHS, Chino HS, and Don Lugo HS.

III.C.4. Career Technical Education/Carl D. Perkins Advisory Committee

Approved the Career Technical Education/ Carl D. Perkins Advisory Committee as follows: Jennell Acker, CTE Teacher, Chino Hills HS (Hospitality, Tourism, & Recreation); Rose Bomentre, Assistant Superintendent, Baldy View Regional Occupational Program; Yvette Bookout, Computer Operations Support Technician, CVUSD; Michael Collins, Parent, CTE Teacher, Ruben S. Ayala HS (Engineering & Architecture); Scott Eckersall, Engineer, Eckersall LLC (Engineering & Architecture); Anthony Indolino, Sr. Light & Sign Mechanic (Energy, Environment, &

Utilities); Magdalena Joya, Parent, Registered Nurse (Health Science & Medical Technology); Craig Lindemulder, Parent, CTE Teacher, Chino Hills HS (Arts, Media, & Entertainment); Alexandria Casillas, EDD Student; Evan Chang, IED Student; Ting Xiao, EDD Student; Jeremiah Park, EDD Student; Julian Rodriguez, Ed.D., District Administration, CVUSD; Mike Rolland, CTE Teacher, Chino Hills HS (Arts, Media, & Entertainment); Dorinda Sullivan, CTE Teacher/District Librarian (Business & Finance; Marketing, Sales & Service; Arts, Media, & Entertainment); Zeb Welborn, President of Chino Valley Chamber of Commerce (Business & Finance; Arts, Media, & Entertainment); and Elizabeth Williams, CTE Teacher, Chino HS (Hospitality, Tourism, & Recreation).

III.C.5. Universal Prekindergarten Program Grant Plan

Approved the Universal Prekindergarten Program Grant plan.

III.C.6. New Course: Cybersecurity Honors

Approved the new course Cybersecurity Honors.

III.C.7. New Course: Professional Theatre

Approved the new course Professional Theatre.

III.C.8. New Course: Advanced Professional Theatre

Approved the new course Advanced Professional Theatre.

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. Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase I (BP1)

Approved the Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase 1 (BP1).

III.D.4. Change Order and Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase I (BP4)

Approved the Change Order and Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase 1 (BP4).

III.D.5. Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase I (BP10)

Approved the Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase 1 (BP10).

- III.D.6. Change Order and Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase I (BP11)**
Approved the Change Order and Notice of Completion for Bid No.19-20-17F, Chino HS Reconstruction Phase 1 (BP11).
- III.D.7. Change Order and Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase I (BP12)**
Approved the Change Order and Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase 1 (BP12), as amended.
- III.D.8. Change Order and Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase I (BP13)**
Approved the Change Order and Notice of Completion for Bid No.19-20-17F, Chino HS Reconstruction Phase 1 (BP13).
- III.D.9. Change Order and Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase I (BP14)**
Approved the Change Order and Notice of Completion for Bid No.19-20-17F, Chino HS Reconstruction Phase 1 (BP14) , as amended.
- III.D.10. Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase I (BP15)**
This item was pulled from the agenda.
- III.D.11. Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase I (BP18)**
Approved the Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase 1 (BP18).
- III.D.12. Change Order and Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase I (BP22)**
Approved the Change Order and Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase 1 (BP22).
- III.D.13. Change Order and Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase I (BP24)**
Approved the Change Order and Notice of Completion for Bid No.19-20-17F, Chino HS Reconstruction Phase 1 (BP24).
- III.D.14. Change Order and Notice of Completion for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP11)**
Approved the Change Order and Notice of Completion for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP11).

III.D.15. Change Order and Notice of Completion for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP16)

Approved the Change Order and Notice of Completion for Bid No.19-20-32F, Chino HS Reconstruction Phase 2 (BP16).

III.D.16. Change Order and Notice of Completion for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP25)

Approved the Change Order and Notice of Completion for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP25).

III.D.17. Approval of Fund 35 Sub-Funds to Receive State Funds for Modernization Projects at Butterfield Ranch ES, Cattle ES, Country Springs ES, Eagle Canyon ES, Hidden Trails ES, Litel ES, Oak Ridge ES, Rolling Ridge ES, Canyon Hills JHS, Townsend JHS, and Ayala HS

Approved the Fund 35 Sub-Funds to Receive State Funds for Modernization Projects at Butterfield Ranch ES, Cattle ES, Country Springs ES, Eagle Canyon ES, Hidden Trails ES, Litel ES, Oak Ridge ES, Rolling Ridge ES, Canyon Hills JHS, Townsend JHS, and Ayala HS.

III.D.18. Change Order and Notice of Completion for Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 06-01)

Approved the Change Order and Notice of Completion for Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 06-01).

III.D.19. Change Order and Notice of Completion for Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 06-02)

Approved the Change Order and Notice of Completion for Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 06-02).

III.D.20. Change Order and Notice of Completion for Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 07-01)

Approved the Change Order and Notice of Completion for Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 07-01).

III.D.21. Change Order and Notice of Completion for Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 09-02)

Approved the Change Order and Notice of Completion for Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 09-02).

III.D.22. Change Order and Notice of Completion for Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 09-03)

Approved the Change Order and Notice of Completion for Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 09-03).

III.D.23. Change Order and Notice of Completion for Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 09-05)

Approved the Change Order and Notice of Completion for Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 09-05).

III.D.24. Notice of Completion for Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP11-01)

Approved the Notice of Completion for Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 11-01).

III.D.25. Request to Proceed with the Process to Name or Dedicate a Facility at Chino HS

Approved the request to proceed with the process to name or dedicate a facility at Chino HS.

III.E. HUMAN RESOURCES

III.E.1. Certificated/Classified Personnel Items

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

III.E.2. Rejection of Claims

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

III.E.3. New Job Description for Medical Assistant

Approved the new job description for Medical Assistant.

III.E.4. Comprehensive School Safety Plan for Each School

Approved the Comprehensive School Safety Plan for each school.

III.E.5. Student Teaching and Student Observation Agreement with Hope International University

Approved the student teaching and student observation agreement with Hope International University.

III.E.6. Student Fieldwork Agreement with University of Massachusetts Global

Approved the student fieldwork agreement with University of Massachusetts Global.

IV. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

Don Bridge attended the Chino Hills Parks and Recreation Commission meeting the previous night, and said discussion included an update on the formation of the teen advisory board and policies that will go forward to the city council in March; and shared that the council is seeking student involvement from Chino Hills junior high's and high schools, and would like to see the word get out for this opportunity; and wished everyone nice holiday weekend.

James Na was absent.

Andrew Cruz announced a couple of upcoming District events; spoke about the need to make tough choices; commented on substitute teacher pay; requested an action item to rescind the naming of the Preserve School #2; spoke about California dropping the COVID-19 shot mandate for school children; spoke about possible executive action to mandate the COVID-19 vaccination; spoke about AB 659; said he will be reading from a book at every Board meeting because reading is a core tool for our kids; and he will be donating a book at every meeting.

Jonathan Monroe said he and President Shaw met with Chino PD to tour the new crime prevention facility; spoke about the District serving three cities with different law enforcement agencies, and not all of those agencies have the same budgetary capabilities, and that is one thing that will be looked at to bridge the gap; said he met with A.C.T. leadership and looks forward to establishing the relationship and looks forward to doing that with CSEA; thanked Glenmeade ES for hosting his site visit; spoke about Chino Hills HS drumline percussion ensemble; attended CIF games; and invited anyone who would like to share a concern with him, to please contact him.

Superintendent Enfield made no comments.

President Shaw said she met with Chino council member Mark Lucio this week and spoke about forming relationships with our partners; congratulated Hidden Trails ES for receiving California Distinguished School status; acknowledged Ayala HS students and teacher Michael Collins for the successful engineering program; congratulated winter sport athletes on dedication, hard work, and successes; acknowledged coaches for supporting our student athletes; said she enjoyed her visit the city of Chino police department; said she will follow-up regarding discipline levels with Dr. Enfield; and thanked students and parents for attending the meeting.

V. ADJOURNMENT

President Shaw adjourned the regular meeting of the Board of Education at 7:07 p.m.

Sonja Shaw, President

Andrew Cruz, Clerk

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: March 2, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D, Superintendent

**SUBJECT: RESOLUTION 2022/2023-34, BOARD COMPENSATION FOR JAMES NA
FOR FEBRUARY 16, 2023 MISSED MEETING**

=====

BACKGROUND

Board Bylaw 9250, Remuneration, Reimbursement, Board Development and Other Benefits, authorizes a Board member to receive the monthly compensation as provided for in law. Additionally, Bylaws of the Board Exhibit 9250, Resolution on Board Compensation for Missed Meetings authorizes that a member is entitled to be paid for missed meetings if he/she was absent due to limited circumstances.

This resolution recognizes that James Na was absent from the February 16, 2023 regular meeting of the Board of Education due to a hardship deemed acceptable by the Board.

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2022/2023-34, Board Compensation for James Na for February 16, 2023 Missed Meeting.

FISCAL IMPACT

None.

NE:pk

**RESOLUTION 2022/2023-34
BOARD COMPENSATION FOR JAMES NA
FEBRUARY 16, 2023 MISSED MEETING**

WHEREAS, the Board of Education of the Chino Valley Unified School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120 and Board Bylaw 9250; and

WHEREAS, Education Code 35120 provides that the monthly compensation provided to Board members shall be commensurate with the percentage of meetings attended during the month unless otherwise authorized by Board resolution; and

WHEREAS, Education Code 35120 specifies limited circumstances under which the Board is authorized to compensate a Board member for meetings he/she missed; and

WHEREAS, the Board finds that James Na did not attend the February 16, 2023 Board meeting for the following reason(s):

- ☐ Performance of other designated duties for the District during the time of the meeting
- ☐ Illness or jury duty
- ☒ Hardship deemed acceptable by the Board

NOW, THEREFORE, BE IT RESOLVED that the Board of the Chino Valley Unified School District approves compensation of the Board member for the February 16, 2023 missed meeting.

APPROVED, PASSED, AND ADOPTED this 2nd day of March 2023 at a regular meeting, by the following vote:

Bridge	_____
Cruz	_____
Monroe	_____
Na	_____
Shaw	_____

Sonja Shaw, President

Andrew Cruz, Clerk

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: March 2, 2023
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
Liz Pensick, Director, Fiscal Services
SUBJECT: WARRANT REGISTER

=====

BACKGROUND

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

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

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

RECOMMENDATION

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

FISCAL IMPACT

\$4,161,656.31 to all District funding sources.

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: March 2, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: FUNDRAISING ACTIVITIES

=====

BACKGROUND

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

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

RECOMMENDATION

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

FISCAL IMPACT

None.

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT
March 2, 2023

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Butterfield ES</u>		
PTA	Penny Wars	3/13/23 - 3/17/23
<u>Cattle ES</u>		
ASB - General	Recycling	3/3/23 - 5/31/23
PFA	99 Pledges	3/3/23 - 6/30/23
<u>Chaparral ES</u>		
Heat PTO	End of Year Salt' N Pepper Truck	5/19/23
<u>Marshall ES</u>		
PTO	Dodger Baseball Tickets Sales	3/3/23 - 6/30/23
<u>Rhodes ES</u>		
PEP Club	American Heart Association Donations	4/4/23 - 4/21/23
<u>Walnut ES</u>		
PFA	St. Patrick's Day Grams	3/1/23 - 3/15/23
<u>Briggs K-8</u>		
PFA	Helping Hands	3/13/23 - 3/27/23
PFA	Literati Book Fair	4/10/23 - 4/14/23
PFA	Raising Cane's Spirit Night	4/19/23
PFA	Chick-fil-A	5/10/23
<u>Canyon Hills JHS</u>		
PTSA	8th Grade Promotion Gifts	3/20/23 - 5/25/23
PTSA	Cross Country Meet Concessions	3/21/23
ASB - Yearbook	Cross Country Meet Water Sales	3/21/23
<u>Ayala HS</u>		
Band & Color Guard Boosters	7 Leaves Café	3/3/23
ASB - Bulldog Times	7 Leaves Café	3/3/23
ASB - Amnesty Club	Prepackaged Back Sale	3/6/23 - 3/10/23

CHINO VALLEY UNIFIED SCHOOL DISTRICT
March 2, 2023

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Ayala HS (cont.)</u>		
Band & Color Guard Boosters	Easter Lily Sales	3/6/23 - 3/31/23
ASB - Dance Production	Krispy Kreme Doughnuts	3/13/23 - 3/27/23
Band & Color Guard Boosters	Wind Ensemble Concert Ticket Sales	3/14/23
ASB - Dance Production	Dance of Hope Ticket Sales	4/20/23

Chino HS

Band & Auxiliary Boosters	McDonalds Dine Out (RATIFY)	2/16/23
Sports Boosters	Swim-A-Thon	3/18/23
Sports Boosters	Cookie Dough	3/19/23 - 3/31/23
Band & Auxiliary Boosters	Memo's Nursery Sales	3/23/23
Sports Boosters	Pancake Breakfast	4/2/23
ASB - Folklorico Dance Team	Cinco de Mayo Folklorico Concert Tickets	4/21/23 - 5/5/23
ASB - Folklorico Club	Folklorico Stickers	5/5/23

Chino Hills HS

ASB - Asian Cultural Club	Little Tokyo	3/3/3 - 3/19/23
ASB - Track	Snap! Raise	3/3/23 - 3/28/23
General Boosters - Football	All American Carwash Tickets	3/3/23 - 6/30/23
ASB - Link Crew	7 Leaves Café	3/10/23
General Boosters - Spirit	Song Clinic Registration	3/25/23
General Boosters - Football	Future Stars Combine & Camp Registration	3/25/23 - 4/27/23
ASB - Crafting Kindness Club	Graduation Souvenirs	4/10/23 - 4/14/23
General Boosters - Spirit	Graduation Concessions	5/1/23 - 5/23/23

Don Lugo HS

ASB - Football	Donations & Banners	3/3/23 - 6/30/23
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CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: March 2, 2023
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
Liz Pensick, Director, Fiscal Services
SUBJECT: DONATIONS

=====

BACKGROUND

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

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

RECOMMENDATION

It is recommended the Board of Education accept the donations.

FISCAL IMPACT

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

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT
March 2, 2023

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<u>Cattle ES</u>		
California Department of Corrections & Rehabilitation	Cash	\$2,707.00
<u>Don Lugo HS</u>		
Senior Specialties	Cash	\$150.00
U Chooz, Lisa Montijo	Dry Erase Markers	\$200.00
	Hand Sanitizer	
Don Lugo HS Sports Boosters Club	Cash	\$11,464.00

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Our Motto:
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DATE: March 2, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: LEGAL SERVICES

=====

BACKGROUND

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

FIRM	MONTHS	INVOICE AMOUNTS	2022/2023 YEAR-TO-DATE
Atkinson, Andelson, Loya, Ruud & Romo	-	-	\$ 121,966.85
Margaret A. Chidester & Associates	January	\$27,335.93	\$ 101,516.06
Tao Rossini, APC	January	\$39,548.75	\$ 76,326.60
Fagen, Friedman & Fulfroft	-	-	-
	Total	\$66,884.68	\$299,809.51

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 Margaret A. Chidester & Associates; and Tao Rossini, APC.

FISCAL IMPACT

\$66,884.68 to the General Fund.

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: March 2, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: STUDENT EXPULSION CASES 22/23-35, 22/23-38, AND 22/23-42

=====

BACKGROUND

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

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

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

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

RECOMMENDATION

Based upon the recommendation of the Expulsion Hearing Administrative Panel, it is recommended the Board of Education approve student expulsion cases 22/23-35, 22/23-38, and 22/23-42.

FISCAL IMPACT

None.

NE:LF:SJ:jg

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: March 2, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: SCHOOL-SPONSORED TRIPS

BACKGROUND

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

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

RECOMMENDATION

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

School-Sponsored Trips	Date	Fiscal Impact
Site: Ayala HS Event: Choir Tour New York City Place: New York, NY Chaperone: 62 students/15 chaperones	March 29-April 2, 2023	Cost: \$2,100.00 per student Funding Source: Fundraising and donations
Site: Chino HS Event: California Interscholastic Federation Competition Place: Indio, CA Chaperone: 8 students/2 chaperones	February 9-11, 2023	Cost: \$106.45 per student Funding Source: Fundraising
Site: Chino HS Event: California Interscholastic Federation State Tournament Place: Bakersfield, CA Chaperone: 3 students/2 chaperones	February 22-25, 2023	Cost: \$298.29 per student Funding Source: Fundraising

Site: Don Lugo HS Event: Journalism Education Association and National Scholastic Press Association Convention Place: San Francisco, CA Chaperone: 40 students/4 chaperones	April 20-23, 2023	Cost: \$650.00 per student Funding Source: ASB and parents
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FISCAL IMPACT

None.

NE:LF:gks

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: March 2, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: PURCHASE ORDER REGISTER

=====

BACKGROUND

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

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

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

RECOMMENDATION

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

FISCAL IMPACT

\$1,986,908.06 to all District funding sources.

NE:GJS

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: March 2, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: AGREEMENTS FOR CONTRACTOR/CONSULTANT SERVICES

=====

BACKGROUND

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

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

RECOMMENDATION

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

FISCAL IMPACT

As indicated.

NE:GJS

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-2223-136 Newsela, Inc. To provide site license to Newsela software. Submitted by: Chino HS Duration of Agreement: March 1, 2023 - June 30, 2023	Contract amount: \$5,000.00 Funding source: Title 1
CIIS-2223-137 Canva Pty., Ltd. To provide site license for Canva software. Submitted by: Health Services Duration of Agreement: February 16, 2023 - June 30, 2023	Contract amount: Per Rate Sheet Funding source: General Fund
CIIS-2223-138 Everyday Speech, LLC. To provide online speech curriculum access. Submitted by: Special Education Duration of Agreement: March 2, 2023 - March 2, 2024	Contract amount: \$1,403.95 Funding source: MAA/LEA

MASTER CONTRACTS	FISCAL IMPACT
MC-2223-106 Disneyland Resort - Disney Travel Co. Inc. To provide group field trip theme park ticket sales. Submitted by: Butterfield Ranch ES Duration of Agreement: March 3, 2023 - June 30, 2026	Contract amount: Per Quote Funding source: Various
MC-2223-107 The Commencement Group Inc dba Commencement Flowers Inc. To provide floral and commemorative gifts for graduation and fundraising. Submitted by: Chino Hill HS Duration of Agreement: May 1, 2023 - June 30, 2026	Contract amount: Per Rate Sheet Funding source: ASB/USB/PEP/PFA/PTA/Boosters
MC-2223-108 David Hagerman dba School Science Assemblies. To provide interactive extreme science assemblies. Submitted by: Cal Aero Duration of Agreement: March 3, 2023 - June 30, 2026	Contract amount: Per Rate Sheet Funding source: Various
MC-2223-109 Elementary Art Stars, Inc. To provide art lessons. Submitted by: Newman ES Duration of Agreement: February 1, 2023 - June 30, 2026	Contract amount: Per Rate Sheet Funding source: Various
MC-2223-110 Kicks To Learn. To provide basketball enrichment learning and sport program. Submitted by: Hidden Trails ES Duration of Agreement: March 6, 2023 - June 30, 2026	Contract amount: Per Quote Funding source: Various

APPROVED CONTRACTS TO BE AMENDED	AMENDMENT
CIIS-2223-125 Houghton Mifflin Harcourt. To provide license subscription for literacy intervention Submitted by: Dickson ES Duration of Agreement: March 1, 2023 - June 1, 2026 Original Board Approval: December 15, 2022	Contract amount: \$ 18,882.20 Add additional subscriptions and extend contract through June 1, 2026. Funding source: Title 1
F-1718-017 Koppel & Gruber Public Finance. To provide arbitrage calculations and compliance services, continuing disclosure, and developer fee justification studies. Submitted by: Facilities, Planning, and Operations Duration of Agreement: July 1, 2022 - June 30, 2024 Original Board Approval: June 30, 2011	Contract amount: Per Rate Sheet Extend contract through June 30, 2024 Funding source: Various

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: March 2, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: NOTICE OF COMPLETION FOR CUPCCAA PROJECTS

=====

BACKGROUND

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

CUPCCAA Project	Project Description	Contractor	Original Quotation	Change Order	Total	Funding Source
CC2023-18	Allegiance Steam Academy Repairs and Painting Project	Omega Construction Co., Inc.	\$59,670.00	N/A	\$59,670.00	01
CC2023-25	Ayala HS, Chino HS, Chino Hills HS, Don Lugo HS, Cal Aero Preserve Academy and Woodcrest JHS	Sports Facility Group, Inc.	\$15,725.00	N/A	\$15,725.00	01
CC2023-40	Districtwide HVAC Coil Cleaning Project	Leading Edge Air Conditioning	\$18,200.00	N/A	\$18,200.00	01
CC2023-49	Briggs K-8 Long Jump Pit Project	Innovation Kurbs Landscape Designs, Inc.	\$18,029.00	N/A	\$18,029.00	01

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

Staff recommends approval of the Notice of Completion for these projects. Approval of this item supports the goals identified within the District's Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the Notice of Completion for CUPCCAA Projects.

FISCAL IMPACT

\$111,624.00 to General Fund 01.

NE:GJS

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: February 16, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR
BID NO. 21-22-03F, BUTTERFIELD RANCH ES AND HIDDEN TRAILS
ES ALTERATIONS (BP 03-01)**

=====

BACKGROUND

On October 7, 2021, the Board of Education awarded Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 03-01) to KAR Construction Co., Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	KAR Construction, Inc.	(\$5,033.00)
	Bid Amount:	\$1,024,000.00
	Revised Total Project Amount:	\$1,018,967.00
	Retention Amount:	\$50,948.35

The change order results in a net decrease of \$5,033.00 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 December 23, 2022.

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Kirk Jesse, DSA Inspector of Record; Susanto Agustiadi, PBK Architects; Hung Truong, C.W. Driver; Cesar Portugal, CVUSD Construction Coordinator; and Beverly Beemer, CVUSD Director of Planning.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 03-01).

FISCAL IMPACT

(\$5,033.00) to Measure G Fund 21.

NE:GJS



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

CHANGE ORDER

Date: 01/30/2023 BID/ CUPCAA #: 21-22-03F Change Order #: 001

Project Title: Butterfield Ranch ES and Hidden Trails ES Alteration

Owner: Chino Valley Unified School District DSA Application #: #A04-119901 / #A04-119900 DSA File #: #36-11

Architect: PBK Architects Contractor: KAR Construction Inc. (BP 03-01)

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

ITEM NO. 1: Description: Butterfield Ranch ES – Transfer Unused Unforeseen Conditions Allowance to Hidden Trails
Reason: Transfer the remaining unused unforeseen conditions allowance to Hidden Trails.
Document Ref: Change Order Request #B-019 (PCO #B-213)
Requested by: District
Change in Contract Sum: (\$23,413.00) / DEDUCT
Time Extension: 0

ITEM NO. 2: Description: Hidden Trails ES – Transfer Unused Unforeseen Conditions Allowance from Butterfield Ranch
Reason: Transfer the remaining unused unforeseen conditions allowance from Butterfield Ranch.
Document Ref: Change Order Request #H-017 (PCO #H-198)
Requested by: District
Change in Contract Sum: \$23,413.00 / ADD
Time Extension: 0

ITEM NO. 3: Description: Hidden Trails ES – Reconcile Unused Unforeseen Conditions Allowance
Reason: Reconcile unused portion of the Unforeseen Conditions Allowance included in the base bid.
Document Ref: Change Order Request #H-018 (PCO #H-199)
Requested by: District
Change in Contract Sum: (\$5,033) / DEDUCT
Time Extension: 0

PROJECT SUMMARY

Location	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Butterfield Ranch ES	\$527,000.00	\$0.00	(\$23,413.00)	\$503,587.00
Hidden Trails ES	\$497,000.00	\$0.00	\$18,380.00	\$515,380.00
Totals:	\$1,024,000.00	\$0.00	(\$5,033.00)	\$1,018,967.00

CONTRACT SUMMARY

The original contract amount was:	<u>\$1,024,000.00</u>
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be decreased by this Change Order:	<u>(\$5,033.00)</u>
The new contract amount including this change order will be:	<u>\$1,018,967.00</u>
The original contract completion date was:	<u>12/23/2022</u>
Previously approved Change Order for contract time:	<u>0 days</u>
The contract time will be increased by this Change Order:	<u>0 days</u>
The date of completion as a result of this Change Order is:	<u>12/23/2022</u>

APPROVED BY:

Ray Hilton
Contractor – KAR Construction Inc.

DocuSigned by:
Ray Hilton
2440E7B048614D6...
Signature

01/30/2023 | 11:23 PST
Date

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

DocuSigned by:
Kirk Jesse
F32A8F0311EA4FE...
Signature

01/30/2023 | 12:27 PST
Date

Bob Lavey
PBK Architects
Architect / Engineer (if applicable)

DocuSigned by:
Bob Lavey
8953B2CA48F0418...
Signature

01/30/2023 | 17:32 PST
Date

Hung Truong
CW Driver
Construction / Project Manager

DocuSigned by:
Hung Truong
DB919CAC3A0445B...
Signature

01/30/2023 | 17:14 PST
Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

Cesar Portugal
CVUSD Project Manager

Cesar Portugal
Signature

2/1/23
Date

Director, Maintenance & Operations (if applicable)

Signature

Date

Beverly Beemer

Director, Planning (if applicable)

Signature

Date

BB

2/10/2023

Greg Stachura

Owner (Authorized Agent)

Signature

Date

GS

2/10/23

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: March 2, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR
BID NO. 21-22-03F, BUTTERFIELD RANCH ES AND HIDDEN
TRAILS ES ALTERATIONS (BP 26-01)**

=====

BACKGROUND

On October 7, 2021, the Board of Education awarded Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 26-01) to Rancho Pacific Electric Construction, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Rancho Pacific Electric Construction, Inc.	(\$340,625.00)
	Bid Amount:	\$5,086,700.00
	Revised Total Project Amount:	\$4,746,075.00
	Retention Amount:	\$237,303.75

The change order results in a net decrease of \$340,625.00 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 December 23, 2022.

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Kirk Jesse, DSA Inspector of Record; Susanto Agustiadi, PBK Architects; Hung Truong, C.W. Driver; Cesar Portugal, CVUSD Construction Coordinator; and Beverly Beemer, CVUSD Director of Planning.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 26-01).

FISCAL IMPACT

(\$340,625.00) to Measure G Fund 21.

NE:GJS



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

CHANGE ORDER

Date: 01/31/23 BID/ CUPCAA #: 21-22-03F ✓ Change Order #: 001 ✓

Project Title: Butterfield Ranch ES and Hidden Trails ES Alteration

Owner: Chino Valley Unified School District DSA Application #: #A04-119901 / #A04-119900 DSA File #: #36-11

Architect: PBK Architects Contractor: Rancho Pacific Electric Construction Inc. (BP 26-01) ✓

P.O. 231112

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: Butterfield Ranch ES – Reconcile Unused Unforeseen Conditions Allowance
Reason: Reconcile unused portion of the Unforeseen Conditions Allowance included in the base bid.
Document Ref: Change Order Request #B-021 (PCO #B-204)
Requested by: District
Change in Contract Sum: (\$149,607.00) / DEDUCT ✓
Time Extension: 0

ITEM NO. 2: Description: Hidden Trails ES – Reconcile Unused Unforeseen Conditions Allowance
Reason: Reconcile unused portion of the Unforeseen Conditions Allowance included in the base bid.
Document Ref: Change Order Request #H-015 (PCO #H-188)
Requested by: District
Change in Contract Sum: (\$191,018.00) / DEDUCT ✓
Time Extension: 0

PROJECT SUMMARY

Location	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Butterfield Ranch ES	\$2,544,700.00 ✓	\$0.00	(\$149,607.00) ✓	\$2,395,093.00 ✓
Hidden Trails ES	\$2,542,000.00 ✓	\$0.00	(\$191,018.00) ✓	\$2,350,982.00 ✓
Totals:	\$5,086,700.00 ✓	\$0.00	(\$340,625.00) ✓	\$4,746,075.00 ✓

CONTRACT SUMMARY

The original contract amount was: \$5,086,700.00 ✓
Previously approved change order amount(s): \$0.00
The contract amount will be decreased by this Change Order: (\$340,625.00) ✓
The new contract amount including this change order will be: \$4,746,075.00 ✓

The original contract completion date was: 12/23/2022

Previously approved Change Order for contract time: 0 days

The contract time will be increased by this Change Order: 0 days

The date of completion as a result of this Change Order is: 12/23/2022

APPROVED BY:

Stephen Robinson

Contractor – Rancho Pacific Electric Companies Inc.

DocuSigned by:

Stephen Robinson

02/01/2023 | 07:...

Signature

Date

Kirk Jesse

Knowland Construction Services

DSA Inspector of Record (if applicable)

DocuSigned by:

Kirk Jesse

02/01/2023 | 08:18 PM

Signature

Date

Bob Lavey

PBK Architects

Architect / Engineer (if applicable)

DocuSigned by:

Bob Lavey

02/01/2023 | 13:16 PM

Signature

Date

Hung Truong

CW Driver

Construction / Project Manager

DocuSigned by:

Hung Truong

02/01/2023 | 11:13 PM

Signature

Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

Cesar Portugal

CVUSD Project Manager

Signature

Date

Director, Maintenance & Operations (if applicable)

Signature

Date

Beverly Beemer

Director, Planning (if applicable)

Signature

Date

Greg Stachura

Owner (Authorized Agent)

Signature

Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: March 2, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR
BID NO. 19-20-17F, CHINO HS RECONSTRUCTION PHASE 1 (BP 5)**

=====

BACKGROUND

On November 7, 2019, the Board of Education awarded Bid No. 19-20-17F, Chino HS Reconstruction Phase 1 (BP 5) to Mulhauser Steel, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
2	Mulhauser Steel, Inc.	\$72,921.00
Previously Approved Change Orders:		\$141,397.00
Bid Amount:		\$9,310,000.00
Revised Total Project Amount:		\$9,524,318.00
Retention Amount:		\$476,215.90

The change order results in a net increase of \$72,921.00 to the construction cost and no days added to the contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on August 5, 2022.

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

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase 1 (BP 5).

FISCAL IMPACT

\$72,921.00 to Measure G Fund 21.

NE:GJS



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

CHANGE ORDER

Date: 01/30/2023 BID/ CUPCCAA #: 19-20-17F Change Order #: 002
Project Title: Chino High School Reconstruction Phase 1
Owner: Chino Valley Unified School District DSA Application #: 04-117507 DSA File #: 36-H3
Architect: PBK Contractor: Muhlhauser Steel, Inc. BP 5

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

ITEM
NO. 1: Description: PCO 143: Bldg. D HVAC and Mechanical Well Changes
Reason: Additional Scope / Design Changes
Document Ref: ASI #21
Requested by: Mechanical Engineer
Change in Contract Sum: \$72,921.00
Time Extension: None

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

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

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

CONTRACT SUMMARY

The original contract amount was:	\$9,310,000.00
Previously approved change order amount(s):	\$141,397.00
The contract amount will be increased /decreased by this Change Order:	\$72,921.00
The new contract amount including this change order will be:	\$9,524,318.00

The original contract completion date was:	08/05/2022
Previously approved Change Order for contract time:	0 days
The contract time will be increased by this Change Order:	0 days
The date of completion as a result of this Change Order is:	08/05/2022

APPROVED BY:

Chris Muhlhauser

Contractor

Chris Muhlhauser

Signature

01/31/2023

Date

Kamal Israil

DSA Inspector of Record (if applicable)

Kamal Israil

Signature

02/01/2023

Date

Robert Lavey

Architect / Engineer (if applicable)

Robert Lavey

Signature

02/01/2023

Date

Robert Stewart

Construction / Project Manager

Robert Stewart

Signature

01/31/2023

Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

Samuel Sousa

CVUSD Project Manager

Samuel Sousa

Signature

2/7/23

Date

Director, Maintenance & Operations (if applicable)

Signature

Date

Beverly Beemer

Director, Planning (if applicable)

Beverly Beemer

Signature

2/9/2023

Date

Greg Stachura

Owner (Authorized Agent)

Greg Stachura

Signature

2/9/23

Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: March 2, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID NO. 19-20-32F, CHINO HS RECONSTRUCTION PHASE 2 (BP 12)

=====

BACKGROUND

On June 18, 2020, the Board of Education awarded Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 12) to Southcoast Acoustical Interiors, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
\$900,625.00	(\$29,226.71)	\$871,398.29	\$43,569.91

The change order results in a net decrease of \$29,226.71 to the construction cost and no days added to the contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on August 5, 2022.

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

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 12).

FISCAL IMPACT

(\$29,226.71) to Measure G Fund 21.

NE:GJS



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

CHANGE ORDER

Date: 02/06/2023 BID/ CUPCAA #: 19-20-32F Change Order #: 001
Project Title: Chino High School Reconstruction Phase 2
Owner: Chino Valley Unified School District DSA Application #: 04-117507 DSA File #: 36-H3
Architect: PBK Contractor: Southcoast Acoustical Interiors, Inc.(BP#12)

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

ITEM
NO. 1: Description: Deductive Change Order For Unused Contract Allowance
Reason: Contract Complete
Document Ref:
Requested by: District
Change in Contract Sum: \$-29,226.71
Time Extension: None

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

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

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

CONTRACT SUMMARY

The original contract amount was: \$900,625.00

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

The contract amount will be increased/decreased by this Change Order: \$-29,226.71

The new contract amount including this change order will be: \$871,398.29

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

Previously approved Change Order for contract time: 0 days

The contract time will be increased by this Change Order: 0 days

The date of completion as a result of this Change Order is: 08/05/2022

APPROVED BY:

Denise Patlan		02/06/2023
Contractor	Signature	Date
Kamal Israil		02/06/2023
DSA Inspector of Record (if applicable)	Signature	Date
Robert Lavey		02/07/2023
Architect / Engineer (if applicable)	Signature	Date
Robert Stewart		02/06/2023
Construction / Project Manager	Signature	Date
Authorized Department Head (if applicable)	Signature	Date
Director, Technology (if applicable)	Signature	Date
Samuel Sousa		2/7/23
CVUSD Project Manager	Signature	Date
Director, Maintenance & Operations (if applicable)	Signature	Date
Beverly Beemer		2/9/2023
Director, Planning (if applicable)	Signature	Date
Greg Stachura		2/9/23
Owner (Authorized Agent)	Signature	Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: March 2, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: AWARD OF BID NO. 22-23-26F, CHINO HS RECONSTRUCTION
OFFSITE IMPROVEMENTS (BP 1)**

=====

BACKGROUND

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

A Notice to Contractors Calling for Bids, No. 22-23-26F, Chino HS Reconstruction - Offsite Improvements was published in the Inland Valley Daily Bulletin on December 15, 2022, and December 22, 2022. Bids were opened at 2:00 p.m. on January 31, 2023. The results are as follows:

Contractor	# of Bids Received	Low Bid
Bogh Engineering, Inc.	5	\$2,568,000.00

The basic scope of work for this bid package includes demolition, surveying, new asphalt, striping, and signage.

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

RECOMMENDATION

It is recommended the Board of Education approve the Award of Bid No. 22-23-26F, Chino HS Reconstruction Offsite Improvements (BP 1).

FISCAL IMPACT

\$2,568,000.00 to Measure G Fund 21.

NE:GJS

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

DATE: March 2, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: AWARD OF BID NO. 22-23-26F, CHINO HS RECONSTRUCTION
OFFSITE IMPROVEMENTS (BP 2)**

=====

BACKGROUND

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

A Notice to Contractors Calling for Bids, No. 22-23-26F, Chino HS Reconstruction - Offsite Improvements was published in the Inland Valley Daily Bulletin on December 15, 2022, and December 22, 2022. Bids were opened at 2:00 p.m. on January 31, 2023. The results are as follows:

Contractor	# of Bids Received	Low Bid
Blackbird Contracting Services, Inc.	5	\$1,190,420.00

The basic scope of work for this bid package includes demolition, surveying, new asphalt, striping, and signage.

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

RECOMMENDATION

It is recommended the Board of Education approve the Award of Bid No. 22-23-26F, Chino HS Reconstruction Offsite Improvements (BP 2).

FISCAL IMPACT

\$1,190,420.00 to Measure G Fund 21.

NE:GJS

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: March 2, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: CERTIFICATED/CLASSIFIED PERSONNEL ITEMS

=====

BACKGROUND

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

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

RECOMMENDATION

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

FISCAL IMPACT

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

NE:RR:IB:ED:jw

CERTIFICATED PERSONNEL

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

HIRED AT THE APPROPRIATE PLACEMENT ON THE CERTIFICATED SALARY SCHEDULE AND APPROPRIATE CREDENTIAL FOR THE 2022/2023 SCHOOL YEAR

FENG, Hanrong	Dual Immersion Teacher	Hidden Trails	02/27/2023
ROBINSON, La'Tesha	RSP Teacher	Rhodes ES	02/27/2023
MAYNE-HATZOLD, Kim	RSP Floater	Special Education	03/13/2023

RETIREMENT

CHILTON, Patricia	Elementary Teacher	Oak Ridge ES	05/29/2023
RICHARDSON, Bradley (32 years of service)	PE Teacher	Briggs K-8	05/27/2023

RESIGNATION

MARTINEZ, Joseph	Special Education Teacher	Borba ES	06/01/2023
AMINI, Kayla	Elementary Teacher	Butterfield ES	05/26/2023
ROBINSON, Josephine	Special Education Teacher	Dickson ES	03/10/2023
AGUILAR, Alexandra	Elementary Teacher	Glenmeade ES	05/26/2023
SUAREZ, Deicy	Elementary Teacher	Marshall ES	05/26/2023
MORALES, Claudia	Special Education Teacher	Marshall ES	05/26/2023
LENZ, Sara	Special Education Teacher	Oak Ridge ES	06/28/2023
CALLES, Daisey	Special Education Teacher	Walnut ES	05/26/2023
HARRIS, Adriana	Elementary Teacher	Cal Aero K-8	05/26/2023
KIM, Elisha	Elementary Teacher	Cal Aero K-8	06/28/2023
WANG, Julia	Elementary Teacher	Cal Aero K-8	06/28/2023
LI, Selinia	Secondary Teacher	Canyon Hills JHS	05/30/2023
GRIMES, Dorie	Special Education Teacher	Ramona JHS	05/30/2023
HWANG, Charles	Math Teacher	Ramona JHS	05/26/2023
MARQUEZ, Monica	English Teacher	Don Lugo	05/26/2023
RODRIGUEZ-HERNANDEZ, Sandra	Psychologist	Special Education	06/08/2023
SALVATIERRA, Bryant	Psychologist	Special Education	02/24/2023

APPOINTMENT - EXTRA DUTY

CANCHOLA, Courtney (NBM)	Men's Soccer (B)	Ayala HS	02/01/2023
CARLOS, Michael (NBM)	Baseball (B)	Ayala HS	02/03/2023
PHAM, Timothy (NMB)	Swim (B)	Ayala HS	05/16/2023
HO, Hieu (NBM)	Men's Tennis (B)	Chino HS	01/30/2023
BELLETTIERE, Gerard (NBM)	Football (B)	Chino Hills HS	02/15/2023
BURD, Christopher (NBM)	Baseball (B)	Chino Hills HS	01/30/2023
MIJARES, Margaux (NMB)	Swim (B)	Chino Hills HS	02/21/2023
RIVERA, Jose	Women's Soccer (B)	Chino Hills HS	08/03/2022
RODRIGUEZ, Christopher (NMB)	Swim (B)	Chino Hills HS	02/21/2023
KNIGHT, Joshua (NBM)	Football (B)	Don Lugo HS	01/30/2023

CERTIFICATED PERSONNEL (cont.)

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

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

BAO, Han	CASTILLO, Alejandra	HAYES, Jacob
LARAMIE-MORRIS, Kayla	MAURER, Rachel	MCVAY, Zachary
OFFINGA, Rachelle	RICARTE, Seth Richard	TOURNIE, Nicholas
VARELA, Allen	VASQUEZ, Priscilla	WENGER, Steven
WOOD, Melissa	YARBROUGH, Melba	

CLASSIFIED PERSONNEL

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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HIRED AT THE APPROPRIATE PLACEMENT ON THE CLASSIFIED MANAGEMENT SALARY SCHEDULE**APPOINTMENT**

BETANCOURT, Roxanne	Behavior Intervention Specialist (MH)	Special Education	03/06/2023
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LEAVE OF ABSENCE

RODGERS, Sharon	Secretary to the Superintendent (GF)	Superintendent's Office	02/24/2023 through 06/30/2023
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HIRED AT THE APPROPRIATE PLACEMENT ON THE CLASSIFIED SALARY SCHEDULE**APPOINTMENT**

KURZ, Mitzi	Playground Supervisor (GF)	Butterfield Ranch ES	02/21/2023
MANUEL, Priscilla	Paraprofessional II (SELPA/GF)	Country Springs ES	02/27/2023
OBOZA, Cathleen	Typist Clerk I (GF)	Cal Aero K-8	02/21/2023
LAKIN, JoAnn	Paraprofessional I (SELPA/GF)	Ayala HS	02/21/2023
RUIZ, Adriana	Nutrition Services Assistant II (NS)	Ayala HS	04/03/2023
DELGADO, Antonio	Custodian I (GF)	Don Lugo HS	03/06/2023
GILBERT, Alysia	IA/Childhood Education (C)	Child Development	02/27/2023

PROMOTION

LOPEZ, Ashley	FROM: Bilingual Typist Clerk I Spanish (C) 3.5 hrs./200 work days and School Community Liaison/Bilingual-Spanish (C) 2.5 hrs./200 work days TO: Attendance Clerk (GF) 8 hrs./195 work days	Borba ES Borba ES Ayala HS	03/03/2023
PATEL, Meena	FROM: Paraprofessional II (SELPA/GF) 6 hrs./181 work days TO: Health Technician (GF) 5.5 hrs./185 work days	Newman ES Country Springs ES	03/03/2023

CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>PROMOTION</u> (cont.)			
DUENAS, Prescilla	FROM: Account Clerk III (GF) 8 hrs./261 contract days	Business Services	03/03/2023
	TO: Administrative Secretary I/Confidential (GF) 8 hrs./261 contract days	Human Resources	
BELLE, Claudiane	FROM: IA/Childhood Education (CDF) 2.5 hrs./180 work days and	Child Development	03/03/2023
	IA/Childhood Education (CDF) 3.5 hrs./180 work days	Child Development	
	TO: Child Care Specialist 6 hrs./180 work days	Child Development	
BENSON, Lorraine	FROM: Typist Clerk II (GF) 8 hrs./261 contract days	Maintenance	02/27/2023
	TO: Account Clerk III/Facilities & Planning (GF) 8 hrs./261 contract days	Facilities & Planning	

CHANGE OF ASSIGNMENT

TABATA, Ana	FROM: Secondary Library/Media Center Assistant (GF) 4 hrs./213 work days	Chino Hills HS	03/03/2023
	TO: Secondary Library/Media Center Assistant (GF) 8 hrs./213 work days	Ayala HS	
BOJORQUEZ DE GONZALEZ, Katia	FROM: IA/Childhood Education (CDF) 4.05 hrs./180 work days and	Child Development	03/03/2023
	Playground Supervisor (GF) 1.5 hrs./180 work days	Chaparral ES	
	TO: IA/Childhood Education (C) 6 hrs./180 work days	Child Development	
IBARRA, Erika	FROM: IA/Childhood Education (CDF) 4.05 hrs./180 work days and	Child Development	03/03/2023
	Playground Supervisor (GF) 1.5 hrs./180 work days	Chaparral ES	
	TO: IA/Childhood Education (C) 6 hrs./180 work days	Child Development	

CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>RESIGNATION</u>			
VICARIO, Nichole	Assistant Principal's Secretary (GF)	Ayala HS	02/21/2023
JOHNSON, Gennine	Nutrition Services Assistant II (GF)	Chino HS	02/10/2023
JIANG, Rong	IA/Bilingual-Biliterate Mandarin (ABG)	Adult School	03/09/2023
LIN, Roberta	Counseling Assistant (GF)	Alternative Education	02/15/2023
BOGDON Jr., George	Bus Driver (GF)	Transportation	02/28/2023

RETIREMENT

BASAITES, Terri (24 Years of Service)	Administrative Secretary I (NS)	Nutrition Services	03/11/2023
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APPOINTMENT OF CLASSIFIED SUBSTITUTES EFFECTIVE JULY 1, 2022, THROUGH JUNE 30, 2023

BOYANER, David RAMOS, Adrian	LYNDES, Alexandria RUIZ, Gloria	MENDOZA DE OCEGURA, Belen SERRANO AYALA, Christian
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(504)	= Federal Law for Individuals with Handicaps
(ABG)	= Adult Education Block Grant
(ASB)	= Associated Student Body
(ASF)	= Adult School Funded
(ATE)	= Alternative to Expulsion
(B)	= Booster Club
(BTSA)	= Beginning Teacher Support & Assessment
(C)	= Categorically Funded
(CDF)	= Child Development Fund
(CVLA)	= Chino Valley Learning Academy
(CWY)	= Cal Works Youth
(E-rate)	= Discount Reimbursements for Telecom.
(G)	= Grant Funded
(GF)	= General Fund
(HBE)	= Home Base Education
(MAA)	= Medi-Cal Administrative Activities
(MG)	= Measure G – Fund 21
(MH)	= Mental Health – Special Ed.
(NBM)	= Non-Bargaining Member
(ND)	= Neglected and Delinquent
(NS)	= Nutrition Services Budget
(OPPR)	= Opportunity Program
(PFA)	= Parent Faculty Association
(R)	= Restricted
(ROP)	= Regional Occupation Program
(SAT)	= Saturday School
(SB813)	= Medi-Cal Admin. Activities Entity Fund
(SELPA)	= Special Education Local Plan Area
(SOAR)	= Students on a Rise
(SPEC)	= Spectrum Schools
(SS)	= Summer School
(SWAS)	= School within a School
(VA)	= Virtual Academy
(WIA)	= Workforce Investment Act

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: March 2, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Richard Rideout, Assistant Superintendent, Human Resources
Whitney Fields, Director, Risk Management and Human Resources

SUBJECT: REJECTION OF CLAIM

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BACKGROUND

Claim 23-02-03 was submitted on February 14, 2023, from Geraldine Rasmussen, a certificated employee at Eagle Canyon ES. Claimant alleges that her eyeglasses broke after trying to break up a student fight in the classroom during school hours. Claimant seeks reimbursement for eyeglasses in the amount of \$229.98.

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

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

RECOMMENDATION

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

FISCAL IMPACT

Unknown at present.

NE:RR:WF:lag

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: March 2, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

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

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BACKGROUND

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

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

RECOMMENDATION

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

FISCAL IMPACT

None.

NE:RR:IB:ED:jw

COLLEGE OF EDUCATION LEARNING SITE AGREEMENT

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

and _____ (Legal Entity Name)

located at _____

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

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

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

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

I. RIGHTS AND OBLIGATIONS

A. Program Activities

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

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

B. Conflict Resolution and Discipline

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

C. Learning Site's Responsibilities

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

10. Learning Site is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as “COVID-19”. Learning Site 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. Learning Site, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, Learning Site will take steps to comply with the modified, changed or updated guidelines or directives. If at any time Learning Site becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the University of that fact.

D. University’s Responsibilities

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

E. Payment Schedule For Credential Program Resident Teachers/Mentors

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

II. GENERAL PROVISIONS

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

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

- B. Termination** - Either Party may terminate this agreement with thirty (30) days advance written notice. If either Party terminates prior to the completion of an academic semester, all students enrolled at the time of notification must be allowed to continue their placement until the conclusion of the current academic semester.
- C. Relationship of Parties** – Learning Site (including its employees and agents) shall act in an independent capacity and not as officers, employees or agents of CSU or University. Nothing in this Agreement shall be construed to constitute a partnership, joint venture or any other relationship other than that of independent contractors.
- D. Indemnification**
1. University shall defend, indemnify and hold Learning Site, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents, or employees.
 2. Learning Site shall defend, indemnify and hold University, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Learning Site, its officers, agents, or employees.
- E. Insurance**
1. Each Party shall, at its own cost and expense, maintain general liability insurance, comprehensive or commercial form, with a minimum limit of \$1,000,000 for each occurrence and \$2,000,000 general aggregate. If Learning Site offers medical or professional services, Learning Site shall also carry professional liability (or errors and omissions) coverage with the same minimum limits. Each Party shall maintain Workers' compensation insurance as required by law. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII.
 2. The California State University system has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority.
 3. The State of California has elected to be self-insured for its vehicle liability and Workers' Compensation and property exposures. As a State agency, the California State University, Office of the Chancellor, the Trustees, and the CSU system of campuses are included in this self-insured program.
 4. Notwithstanding anything to the contrary in Subsection E.1, Learning Site may maintain a self-insurance program for all or any part of the foregoing liability risks, provided such self-insurance in all material respects complies with the requirements set forth herein.
 - a. If self-insured Learning Site, upon request, shall furnish University with a Certificate of Self-Insurance Coverage or other suitable document indicating that the self-funded retention levels maintained for each liability program meet or exceed the minimum insurance limits required under this agreement.
 5. The General Liability coverage referred to hereunder by each Party shall include the respective Party as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of the Parties, their officers, agents and/or employees.
 6. University shall arrange for students to be covered by an insurance policy providing general and professional liability with limits of \$2,000,000 each occurrence and \$4,000,000 general aggregate under either the Student Academic Field Experience for Credit Liability Insurance Program (SAFECLIP), or the Student Professional Liability Insurance Program (SPLIP)

- a. Student Academic Field Experience for Credit Liability Insurance Program (SAFECLIP) provides general and professional liability coverage for students enrolled in service-learning course sections for which they receive academic credit. In essence, the program provides indemnity, including legal defense costs for students, faculty, campus and host institution (when required by contract/agreement), if there is a claim or lawsuit involving injury to others or damage to property in connection with service learning and other academic fieldwork experiences.
 - b. Student Professional Liability Insurance Program (SPLIP) provides general and professional liability coverage as well as educator's errors & omissions liability coverage for students enrolled in nursing, allied health, social work or education credential programs of the CSU who also perform community service or volunteer work for academic credit.
- F. Status of Students** - Students shall at no time throughout this agreement be considered officers, employees, agents or volunteers of either the University or Learning Site, except when explicitly approved by the specific program. Students do not displace regular employees.
- G. Confidentiality of Student Information** – University student records shall remain confidential as required by the Family Educational Rights and Privacy Act (FERPA). Neither Party shall release any protected student information without written consent of the student, unless required to do so by law or as dictated by the terms of this Agreement.
- H. Health Testing** – If Learning Site requires a health history or testing (tuberculosis testing, current immunizations, flu shot, etc.) for students prior to placement, students shall provide proof of satisfactory health history directly to Learning Site.
- I. Background Check/Finger-Printing** - If Learning Site requires University's students to undergo a background check or fingerprinting prior to placement, University students shall coordinate the results directly with Learning Site.
- J. Governing Law** – This Agreement shall be construed in accordance with and governed by the laws of the State of California, except where superseded by federal law.
- K. Endorsement** - Nothing contained in this Agreement shall confer on any party the right to use the other party's name as an endorsement of a product or service, or to advertise, promote or market any product or service.
- L. Assignments** - This Agreement is not assignable in whole or in part by either Party.
- M. Fair Labor Standards Act and Displacement of Organization Employees** – It is not the intention of this Agreement for students to perform services that would displace or replace regular employees of Learning Site.
- N. Confidentiality of Medical Records (HIPAA)** – *[Applicable to clinical/medical placements only]* All of Learning Site's medical records and charts created in connection with Clinical Training shall be and shall remain the property of Learning Site. For purposes of this Agreement and patient confidentiality under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), students shall be considered to be members of Learning Site's "Workforce," as defined at 45 Code of Federal Regulations (C.F.R.) §160.103.
- In the course of Clinical Training at Learning Site, Students may have access to Protected Health Information, as defined at 45 C.F.R. §160.103, and shall be subject to Learning Site's HIPAA Privacy and Security policies and procedures. Students may be required to participate in training related to Learning Site's HIPAA Privacy and Security policies and procedures.
- The Parties agree that University is not a "business associate" of Learning Site under HIPAA. University will not be performing or assisting in the performance of covered HIPAA functions on behalf of Learning Site. There will be no exchange of individually identifiable protected health information between University and Learning Site.
- O. Locations** – If Learning Site operates more than one location capable of accepting student interns, and unless otherwise prohibited by policy or law, all locations under Learning Site's management or control will be covered by the terms of this Agreement. As such, the terms of this agreement shall flow down to any agency, department, etc. under the jurisdiction of the executing body without execution of a separate agreement.
- P. Accrediting Body Essentials:** Both parties hereby agree to adhere to the essentials as set forth by appropriate accrediting bodies. Accrediting bodies include, but are not limited to, the Commission on Teacher Credentialing (CTC) and the Council for Accreditation of Counseling and Related Programs (CACREP).
- Q. Nondiscrimination** – Neither Party shall discriminate unlawfully against any student in placement or continuation in a fieldwork program, nor shall they discriminate unlawfully against any employee or applicant for employment.

- R. Severability** - If any provision of this agreement is held invalid by any law, rule, order of regulation of any government, or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.
- S. Notices** – Any notices required by this Agreement will be deemed to have been duly given if sent by overnight delivery or by certified mail with return receipt requested to the correct addresses. Additionally, notices by Email will be considered legal notice if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be: Learning Site name or CSUSB].
- T. Program Contacts (Optional)** – The below listed program contacts (if any) may have administrative oversight of educational programs related to this agreement. These individuals should be contacted for program administrative matters only. All contractual matters must be communicated, in writing, to the authorized signatories.

California State University, San Bernardino:

Learning Site:

(University Program Contact) Name

(Learning Site Contact)

Title

Title

Email

Email

Phone

Phone

- U. Authority** - Each Party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing agreements or obligations.
- V. Changes** – This agreement may only be modified through execution of a written amendment.
- W. Entire Agreement** – This document contains the entire agreement and understanding of the Parties, and supersedes all prior agreements, arrangements, and understandings with respect to the subject matter of this document. No amendment, alternation or variation of the terms of the Agreement shall be valid unless in writing and signed by the Parties hereto.

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

Trustees of the California State University:

Learning Site:

University Authorized Signature Date

Learning Site Authorized Signature Date

Name

Name

Title

Title

Email

Email

Chino Valley Unified School District

Our Motto:

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

DATE: March 2, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS
WILLIAMS FINDINGS DECILE 1-3 SCHOOLS SECOND
QUARTERLY REPORT 2022/2023**

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BACKGROUND

California Education Code 1240 requires that the San Bernardino County Superintendent of Schools visit all decile 1-3 schools (Williams monitored schools currently based on the 2012 Academic Performance Index and all Quality Education Investment Act schools) identified in the county and report the results of findings on a quarterly basis to ensure compliance with the Williams Legislation. The San Bernardino County Superintendent of Schools' office is required to file quarterly reports on schools' progress in rectifying any findings.

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

RECOMMENDATION

It is recommended the Board of Education receive for information the San Bernardino County Superintendent of Schools Williams Findings Decile 1-3 Schools Second Quarterly Report 2022/2023.

FISCAL IMPACT

None.

NE:LF:gks



January 31, 2023

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

Dear Dr. Enfield:

Thank you for your continued collaboration throughout the Williams monitoring process. As you may know, California Education Code section 1240 requires that I annually visit Williams-monitored schools identified in our county and report to you the results of my findings on a quarterly basis (October, January, April, and July). This report serves as your district's ***second quarterly report*** for the 2022/23 fiscal year.

Education Code section 1240(c)(2)(C) also requires that the results of the visits and/or reviews be reported to the governing board of each school district at a regularly scheduled meeting held in accordance with public notification requirements. ***Please be sure to include this report as an agenda item for your next regularly scheduled Board meeting.***

In summary, there are no findings to report in the following areas:

1. Instructional Materials

The instructional materials sufficiency reviews were conducted during the first quarter of the 2022/23 fiscal year as part of the Williams site visitation process and the findings were reported in the first quarterly reports generated in October 2022.

2. School Facilities

The facilities inspections were conducted during the first quarter of the 2022/23 fiscal year as part of the Williams site visitation process and the findings were reported in the first quarterly reports generated in October 2022.

My findings are as follows:

3. School Accountability Report Cards (SARC)

2020/21 SARCs published in the 2021/22 school year were reviewed for accuracy of information pertaining to the quality, currency, and availability of instructional materials, and facilities good repair. Preliminary findings were provided to districts and charter schools with an opportunity for revision and resubmission, as appropriate. Upon final review, no inaccuracies were reported for your Williams-monitored site(s).

4. Teacher Assignments

Enclosed are the 2021/22 annual assignment monitoring review findings **Please note these findings are for schools monitored during the 2021/22 fiscal year based on the 2012 Base Academic Performance Index.** The annual assignment monitoring review for schools monitored during the 2022/23 fiscal year is scheduled to take place between April and June 2023; however, the timeline is dependent on the release of California Longitudinal Pupil Achievement Data System (CALPADS) Fall 2 data from the California Department of Education. Findings will be included in the corresponding quarterly report.

On behalf of the SBCSS Williams team, it has been a pleasure to work in partnership with you and the staff of the Chino Valley Unified School District.

Sincerely,



Ted Alejandre
County Superintendent

Enclosure

cc: Ms. Sonja Shaw, Board President
Ms. Lea Fellows, Williams Liaison
Ms. Gurveen Sidhu, SARC Contact
Ms. Jenny Owen, SBCSS Director, Communications and Intergovernmental Relations
Mr. James Fields, SBCSS Senior Manager, Intergovernmental Relations and Communications
Ms. Amanda Shoffner, SBCSS Credentials Manager

Chino Valley Unified School District
Williams Teacher Assignment Monitoring Data
2021/22 Fiscal Year

School Name	Enrollment	EL Enrollment	2012 Decile	(A)	(B)	(C)	Teacher Vacancies (Based on SARC Data)	Teacher Vacancies Filled (Based on SARC Data)	Overall Teacher Misassignments* (Based on Census Date)	Teacher Misassignments Corrected During CalSAAS Review (Based on Census Date)
				Number of Elementary Classes/Secondary Classroom Periods with 20% or more English Learners (Based on Census Date)	Number of (A) Where Teacher Lacks Authorization to Teach English Learners (Based on Census Date)	Number of (A) With a Teacher Holding Appropriate English Learner Authorization (Based on Census Date)				
Borba (Anna A.) Fundamental Elementary	368	145	3	16	0	16	0	0	2	0
Chino High	1,835	133	3	38	1	37	0	0	13	5
Dickson Elementary	559	108	3	11	0	11	0	0	1	0
Marshall (E. J.) Elementary	438	77	3	11	0	11	0	0	1	0
Ramona Junior High	474	81	3	51	0	51	0	0	4	2
Walnut Avenue Elementary	476	137	2	16	0	16	0	0	3	0
	4,150	681		143	1	142	0	0	24	7

Footnotes:

*Overall misassignments includes both corrected and uncorrected misassignments determined during the CalSAAS review.

Definitions & Explanations:

"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)]

"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)]

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 (EL) misassignments are one per teacher of record and included in the total of misassignments.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: March 2, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: TEXTBOOK ADOPTION FOR WORLD LANGUAGE COURSES

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BACKGROUND

To provide current standards-aligned instructional materials to the students in the Chino Valley Unified School District, as mandated by the state of California, the programs specified below are proposed for adoption.

The selection process for these materials involved representative teachers with a vested interest in the materials. The Office of Curriculum and Instruction secured samples of the materials and distributed to teachers and students for piloting purposes. The materials were evaluated using the following criteria: quality of match to course and California standards, quality of lesson design, quality of teacher materials, provision for universal access, and overall quality of the materials.

All recommended instructional materials shall be available for public inspection at the District Samuel R. Burton Professional Development and Media Center from March 3, 2023, through March 16, 2023.

The textbooks were presented to the Coordinating Curriculum Councils and A.C.T. has been consulted.

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

RECOMMENDATION

It is recommended that the Board of Education receive for information the following instructional materials for the textbook adoption for world language courses:

Course Level – Spanish 1

- a) Vista Higher Learning. *Descubre Level 1*. Blanco. 2022.
Replaces: Prentice Hall. *Realidades 1*. Boyles. 2004.

Course Level – Spanish 2

- b) Vista Higher Learning. *Descubre Level 2*. Blanco. 2022.
Replaces: Prentice Hall. *Realidades 2*. Boyles. 2004.

Course Level – Spanish 3

- c) Vista Higher Learning. *Descubre Level 3*. Blanco. 2022.
Replaces: Prentice Hall. *Realidades 3*. Boyles. 2004.

Course Level – Spanish 3 H

- d) Vista Higher Learning. *Descubre 3 Level 3*. 2022.
Replaces: Vista Higher Learning. *Descubre 3*. Blanco. 2017.

Course Level – Span/Span 1

- e) Carnegie Learning. *En Voz Alta Level 1*, Herrera, et al. 2023.
Replaces: Prentice Hall. *Realidades 1*. Boyles. 2004.

Course Level – Span/Span 2H

- f) Carnegie Learning. *En Voz Alta Level 2*. Paula Hidalgo and Janet Boring. 2023.
Replaces: Holt, Rinehart and Winston. *Nuevas Vistas Dos*. Holt. Rinehart. Winston. 2003.

Course Level – AP Spanish 4

- g) Vista Higher Learning. *Temas 3*. Draggett. 2024.; Vista Higher Learning. *AP Spanish Exam Preparation*. Draggett. 2024
Replaces: Vista Higher Learning. *Temas AP Spanish Language and Culture*. Ehram. 2014.

Course Level – AP Spanish 5

- h) Vista Higher Learning. *Intrigas 3*. Courtad, et al. 2021
Replaces: Houghton Mifflin Harcourt. *Ampliando Perspectivas*. Bowen. 2013.

Course Level – French 1

- i) Vista Higher Learning. *D'accord Level 1*. Blanco. 2024
Replaces: EMC/Paradigm. *C'est A'Toi! – Level 1*. Fawbush. 2002.

Course Level – French 2

- j) Vista Higher Learning. *D'accord Level 2*. Blanco. 2024.
Replaces: EMC/Paradigm. *C'est A'Toi! – Level 2*. Fawbush. 2002.

Course Level – French 3H

- k) Vista Higher Learning. *D'accord Level 3*. Blanco. 2024
Replaces: Vista Higher Learning. *D'accord Level 3*. Blanco. 2015.

Course Level – AP French 4

- l) Vista Higher Learning. *Themes 2*. Kurbegov, et al. 2022. ; Vista Higher Learning. *AP French Exam Preparation*. Parthena Draggett and Geraldine Touzeau. 2022.
Replaces: Vista Higher Learning. *Themes AP French Language and Culture*. Draggett. 2016.

Course Level – Mandarin 1

- m) Cheng & Tsui Company. *Go Far with Chinese Level 1*. Jin. 2022.
Replaces: Joint Publishing. *Chinese Made Easy 1*. Ma. 2001.

Course Level – Mandarin 2

- n) Cheng & Tsui Company. *Go Far with Chinese Level 2*. Jin. 2022.
Replaces: Joint Publishing. *Chinese Made Easy 2*. Ma. 2006.

Course Level – Mandarin 3H

- o) Cheng & Tsui Company. *Go Far with Chinese Level 3*. Jin. 2022.
Replaces: EMC/Paradigm Publishing. *Zhen Bang! 3*. Wong. 2014.

Course Level – AP Mandarin 4

- p) Cheng & Tsui Company. *Integrated Chinese Levels 3-4*. Liu, et al. 2018
Replaces: EMC/Paradigm Publishing. *Zhen Bang! 3*. Wong. 2013.

Course Level – Japanese 1

- q) Japanese Times Publishing. *Genki 1*. Banno. 2020.
Replaces: Cheng & Tsui. *Adventure in Japanese 1*. Peterson. 1998.

Course Level – Japanese 2

- r) Japanese Times Publishing. *Genki 1*. Banno. 2020.
Replaces: Cheng & Tsui. *Adventure in Japanese 2*. Peterson. 2004.

Course Level – Japanese 3H

- s) Japanese Times Publishing. *Genki 2*. Banno. 2020.
Replaces: Japanese Times Publishing. *Genki Level 2*. Banno. 2004.

Course Level – AP Japanese

- t) Japanese Times Publishing. *Genki 2*. Banno. 2020.
Replaces: EMC/Paradigm Publishing. *Zhen Bang! 3*. Wong. 2014.

FISCAL IMPACT

\$2,027,000.00 estimated costs to General fund.

NE:GP:JAR:wrg

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: March 2, 2023
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
SUBJECT: REVISION OF BOARD POLICY 7310—NAMING OF FACILITY

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BACKGROUND

Board policies, administrative regulations, and Bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current practice. Board Policy 7310—Naming of Facility is being updated to reflect practicality.

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

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

RECOMMENDATION

It is recommended the Board of Education receive for information the revision of Board Policy 7310—Naming of Facility.

FISCAL IMPACT

None.

NE:pk

NAMING OF FACILITY

The Board of Education shall name District schools and other District-owned or leased buildings, grounds, and facilities in recognition of:

1. Individuals, living or deceased, and entities that have made outstanding contributions, including financial contributions, to the school community;
2. Individuals, living or deceased, who have made contributions of statewide, national, or worldwide significance; or
3. The geographic area in which the school or building is located.

The Board encourages community participation in the process of selecting names AS DESCRIBED BELOW UNDER PROCESS. ~~A Citizen Advisory Committee shall be appointed to review name suggestions and submit recommendations for the Board's consideration.~~

~~(cf. 1220 – Citizen Advisory Committees)~~

Process

The process shall include the following steps:

1. The community, including students, shall be given advance notice of the intention to name or rename a school.
2. The process shall include an information item on the Board agenda that specifies the duration of community notification and input (minimally 30 days).
3. The public shall be notified through the news media, ~~District cable channel~~, and the District website that there is a 30-day opportunity to submit recommendations for names of facilities.
4. Upon conclusion of the 30 days, at the next regularly scheduled Board meeting, the Board shall hold a public hearing on the proposed name change and entertain public comments.
5. At the following regularly scheduled Board meeting, the item shall come before the Board; the Board will again entertain public comments and take action on the item.

NAMING OF FACILITY (cont.)

6. Students will be involved in the process to select school mascot and school colors.

Any name adopted for any new school shall not be so similar to the name of any existing District school as to result in confusion to members of the community.

Before adopting any proposed name, the Board shall hold a public hearing at which members of the public will be given an opportunity to provide input.

(cf. 9320 - Meetings and Notices)

When naming or renaming a District school, building, or facility, the Board may specify the duration for which the name shall be in effect.

Memorials

Upon request, the Board shall consider ~~planting commemorative trees~~, erecting monuments, or dedicating buildings, parts of buildings, athletic fields, ~~gardens~~, or other District facilities, in memory of deceased students, staff members, community members, and benefactors of the District.

RESCINDING/RENAMING OF FACILITIES

THE CHINO VALLEY UNIFIED SCHOOL DISTRICT RECOGNIZES THAT THE NAMES SELECTED FOR DISTRICT SCHOOLS ARE VITALLY IMPORTANT TO THE IMAGE AND IDENTITY OF EACH SCHOOL. THE HONOR AND INTEGRITY OF EACH NAME REFLECTS UPON CVUSD AND THE INDIVIDUAL SCHOOL. WITH THIS CONSIDERATION IN MIND, THE BOARD OF EDUCATION MAY CONSIDER RESCINDING THE NAME OF ANY SCHOOL IN THE DISTRICT.

RESCINDING/RENAMING OF A SCHOOL WILL ONLY BE CONSIDERED WHEN A REQUEST TO DO SO HAS BEEN RECEIVED FROM STUDENTS, THEIR FAMILIES, SCHOOL FACULTY, OR COMMUNITY INTEREST GROUPS.

SUFFICIENT CAUSE FOR RESCINDING THE NAME OF A SCHOOL WILL EXIST IF THE PERSON OR ENTITY FOR WHICH THE SCHOOL HAS BEEN NAMED HAS BEEN CONVICTED OF A FELONY, A CRIME OF MORAL TURPITUDE, OR PARTICIPATED IN, PRACTICED, OR ENDORSED ANY DISREPUTABLE BEHAVIOR WHICH WOULD HAVE A NEGATIVE REFLECTION ON THE SCHOOL OR DISTRICT OR WOULD BRING DISHONOR TO DISTRICT STUDENTS OR STAFF.

IF THE BOARD TAKES ACTION TO RESCIND A SCHOOL NAME, THE PROCESS FOR NAMING OF FACILITY WILL BE INITIATED.

NAMING OF FACILITY (cont.)**Naming Rights**

The Board may grant to any person or entity the right to name any District building or facility. In doing so, the Board shall enter into a written agreement which shall:

1. Specify the benefits to the District from entering into the agreement;
2. State the roles and responsibilities of the parties to the agreement, including whether or not the Board shall retain the power to approve any proposed name;
3. Provide details related to the naming right granted, including the building, grounds, or facility involved and the duration for which the name shall be in effect;
4. Prohibit any message, image, or other depiction that advocates or endorses the use of drugs, tobacco, or alcohol, encourages unlawful discrimination against any person or group, or promotes the use of violence or the violation of any law or District policy; and

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

(cf. 1325 - Advertising/Promotions)

(cf. 3290 - Gifts, Grants and Bequests)

5. Reserve the authority to terminate the naming right if it determines that the grantee, subsequent to receiving the naming right, has engaged in any of the prohibited acts stated in item #4 above or other criminal or unlawful acts that might bring the District into disrepute.

Legal reference:

Education Code

35160 Authority of Governing Boards

Chino Valley Unified School District

Policy adopted: October 6, 2011

REVISED: