

CHINO VALLEY
UNIFIED SCHOOL DISTRICT

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

BOARD OF EDUCATION

AGENDA

June 1, 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
4:50 p.m. – Closed Session • 6:00 p.m. – Regular Meeting
June 1, 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 – 4:50 P.M.

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

Discussion and possible action (times are approximate):

- a. Conference with Legal Counsel, Existing Litigation (Government Code 54956.9(d)(4)): San Bernardino Superior Case No. SB 2300095 . (Tao Rossini, APC) (15 minutes)
- b. Student Discipline Matters (Education Code 35146, 48918 (c) & (j)): Expulsion cases 22/23-66 and 22/23-68. (20 minutes)
- c. Conference with Labor Negotiators (Government Code 54957.6): A.C.T. and CSEA negotiations. Agency designated representatives: Isabel Brenes, Sandra Chen, and Eric Dahlstrom. (10 minutes)
- d. Public Employee Appointment (Government Code 54957): Elementary School Principals and Associate Superintendent, Human Resources. (10 minutes)
- e. Public Employee Performance Evaluation (Government Code 54957): Superintendent. (15 minutes)

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

1. Report Closed Session Action
2. Pledge of Allegiance

I.C. PRESENTATION

1. Julie Gobin Memorial Hit the Greens for Scholarships Check

Proceedings of this meeting are recorded.

I.D. RECOGNITIONS

1. Country Springs ES Odyssey of the Mind World Finals
2. Athletic Trainers and Sports Medicine Support Team
3. Chino Hills HS School Safety Support

I.E. COMMENTS FROM EMPLOYEE REPRESENTATIVES**I.F. COMMENTS FROM THE AUDIENCE ON ITEMS NOT ON THE AGENDA****I.G. CHANGES AND DELETIONS****II. ACTION****II.A. BUSINESS SERVICES****II.A.1. Public Hearing Regarding the 2023/2024 Budget**

Page 8

Recommend the Board of Education conduct a public hearing regarding the 2023/2024 budget.

Open Hearing _____

Close Hearing _____

II.B. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT**II.B.1. Public Hearing Regarding the Local Control and Accountability Plan**

Page 10

Recommend the Board of Education conduct a public hearing regarding the Local Control and Accountability Plan.

Open Hearing _____

Close Hearing _____

II.C. HUMAN RESOURCES**II.C.1. Public Notice and Hearing Regarding the California School Employees Association and its Chino Chapter 102, Initial Bargaining Proposal to the Chino Valley Unified School District for a Reopener Collective Bargaining Agreement Effective July 1, 2023**

Page 11

Recommend the Board of Education give public notice and conduct a public hearing regarding the California School Employees Association and its Chino Chapter 102, Initial Bargaining Proposal to the Chino Valley Unified School District for a reopener Collective Bargaining Agreement effective July 1, 2023.

Open Hearing _____

Close Hearing _____

III. CONSENT

Motion ____ Second ____

Vote: Yes ____ No ____

III.A. ADMINISTRATION**III.A.1. Minutes of the May 18, 2023 Regular Meeting**

Page 14 Recommend the Board of Education approve the minutes of the May 18, 2023 regular meeting.

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

Page 23 Recommend the Board of Education approve/ratify the warrant register, provided under separate cover.

III.B.2. 2023/2024 Applications to Operate Fundraising Activities and Other Activities for the Benefit of Students

Page 24 Recommend the Board of Education approve/ratify the 2023/2024 applications to operate fundraising activities and other activities for the benefit of students.

III.B.3. Fundraising Activities

Page 26 Recommend the Board of Education approve/ratify the fundraising activities.

III.B.4. Donations

Page 28 Recommend the Board of Education accept the donations.

III.B.5. Legal Services

Page 30 Recommend the Board of Education approve payment for legal services to the law office of Atkinson, Andelson, Loya, Ruud & Romo.

III.C. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT**III.C.1. Student Expulsion Cases 22/23-66 and 22/23-68**

Page 31 Recommend the Board of Education approve student expulsion cases 22/23-66 and 22/23-68.

III.C.2. School Sponsored Trips

Page 32 Recommend the Board of Education approve/ratify the school-sponsored trips for Ayala HS and Don Lugo HS.

III.C.3. Resolution 2022/2023-50, To Maintain 175 Days of Instruction for Schools on a Multitrack Year-Round Schedule

Page 33

Recommend the Board of Education adopt Resolution 2022/2023-50, to Maintain 175 days of Instruction for Schools on a Multitrack Year-Round Schedule.

III.C.4. New Course: Advanced Placement Physics C: Electricity and Magnetism

Page 35

Recommend the Board of Education approve the new course Advanced Placement Physics C: Electricity and Magnetism.

III.C.5. California Department of Education Child Development Agency Annual Report

Page 39

Recommend the Board of Education approve the California Department of Education Child Development Agency Annual Report.

III.C.6. Revision of Board Policy 6172.1 Instruction—Concurrent Enrolment in College Classes

Page 47

Recommend the Board of Education approve the revision of Board Policy 6172.1 Instruction—Concurrent Enrollment in College Classes.

III.C.7. Revision of Board Policy 6178 Instruction—Career Technical Education

Page 51

Recommend the Board of Education approve the revision of Board Policy 6178 Instruction—Career Technical Education.

III.D. FACILITIES, PLANNING, AND OPERATIONS

III.D.1. Purchase Order Register

Page 59

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

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

Page 60

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

III.D.3. School Bus Pass Fee Adjustment

Page 67

Recommend the Board of Education approve the school bus pass fee adjustment.

III.D.4. Notice of Completion for CUPCCAA Projects

Page 68

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

III.D.5. Change Order for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 21)

Page 70

Recommend the Board of Education approve the Change Order for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 21).

III.D.6. Change Order and Notice of Completion for Bid No. 20-21-09F, Chino HS Reconstruction Offsite Improvements (BP 1)

Page 73

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 20-21-09F, Chino HS Reconstruction Offsite Improvements (BP 1).

III.D.7. License Agreement between Chino Valley Unified School District and Spectrum Center, Inc. for the Use of Real Property for the 2023/2024 School Year

Page 77

Recommend the Board of Education approve the license agreement between Chino Valley Unified School District and Spectrum Center, Inc., for the use of real property for the 2023/2024 school year.

III.D.8. Award of Bid No. 22-23-23F, Glenmeade ES, Litel ES, and Oak Ridge ES Administration Relocations—Group B

Page 101

Recommend the Board of Education award Bid No. 22-23-23F, Glenmeade ES, Litel ES, and Oak Ridge ES, Administration Relocations – Group B, to Integrated Demolition and Remediation, Inc., KAR Construction, Inc., Core Contracting, Inc., Caston, Inc., Stolo Cabinets, Inc., Best Contracting Services Inc., Queen City Glass, Inc., Inland Pacific Tile, Inc., Southcoast Acoustical Interiors, Inc., Pro Installation, Inc., Kramer Painting, Inc., RVH Constructors, Inc., Franklin Mechanical Systems, Inc., Fischer, Inc., The Mike Cox Electric, Inc., and McKernan, Inc.

III.D.9. Award of Bid No. 22-23-31F, Don Lugo HS Soffit Repair

Page 103

Recommend the Board of Education award Bid No. 22-23-31F, Don Lugo HS Soffit Repair to Caston, Inc.

III.D.10. Award of Bid No. 22-23-32F, Ayala HS and Briggs K8 Painting Project

Page 104

Recommend the Board of Education award Bid No. 22-23-323F, Ayala HS and Briggs K8 Painting to AM Painting.

III.E. HUMAN RESOURCES

III.E.1. Certificated/Classified Personnel Items

Page 106

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

III.E.2. Rejection of Claims

Page 115

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

IV. INFORMATION**IV.A. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT****IV.A.1. Revision of Administrative Regulation 6115 Instruction—Ceremonies and Observances**
Page 116

Recommend the Board of Education receive for information the revision of Administrative Regulation 6115 Instruction—Ceremonies and Observances.

IV.A.2. Federal Program Monitoring Revisions of Board Policies: 0410 Philosophy-Goals-Objectives and Comprehensive Plans–Nondiscrimination in District Programs and Activities; 5111 Students–Admission; 5131.2 Students–Bullying; 5141.52 Students–Suicide Prevention; 5145.13 Students–Response to Immigration Enforcement; 5145.3 Students–Nondiscrimination/Harassment of Students; 5146 Students–Married/Pregnant/Parenting Students; Administrative Regulations 1312.3 Community Relations–Uniform Complaint Procedures; 5145.3 Students–Nondiscrimination/Harassment of Students; and 5145.71 Students–Title IX Sexual Harassment Complaint Procedures
Page 120

Recommend the Board of Education receive for information the Federal Program Monitoring revisions of Board Policies 0410 Philosophy-Goals-Objectives and Comprehensive Plans–Nondiscrimination in District Programs and Activities; 5111 Students–Admission; 5131.2 Students–Bullying; 5141.52 Students–Suicide Prevention; 5145.13 Students–Response to Immigration Enforcement; 5145.3 Students–Nondiscrimination/Harassment of Students; 5146 Students–Married/Pregnant/Parenting Students; Administrative Regulations 1312.3 Community Relations–Uniform Complaint Procedures; 5145.3 Students–Nondiscrimination/Harassment of Students; and 5145.71 Students–Title IX Sexual Harassment Complaint Procedures.

V. COMMUNICATIONS**BOARD MEMBERS AND SUPERINTENDENT****VI. ADJOURNMENT**

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • School Safety • Positive School Climate
Humility • Civility • Service

DATE: June 1, 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: PUBLIC HEARING REGARDING THE 2023/2024 BUDGET

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BACKGROUND

The May Revision is the final statutory opportunity for the Governor to update his economic projections prior to the adoption of the State Budget in June. On May 12, 2023, Governor Newsom released his revised state budget for the 2023/2024 fiscal year based on updated revenue projections, latest cash receipts, and economic forecasts.

Since the release of the Governor's proposals in January, state revenues have continued to underperform. What was a projected \$22.5 billion state budget deficit in January now stands at \$31.5 billion at the May Revision. The Governor attributes the budget challenge to the state's progressive tax system where 50% of all personal income taxes is paid by only 1% of California residents, whose income relies heavily on Wall Street performance. Governor Newsom further enumerates the additional risks to the budget to include the federal government's inability to reach a deal on the federal debt ceiling; increased cost of borrowing due to interest rate hikes; and the delay of personal income and corporation tax revenues until mid-October.

Despite the budget deficit challenge and uncertainty, Governor Newsom proposes to fully fund the 8.22% cost of living adjustment (COLA) for Local Control Funding Formula (LCFF). However, doing so comes at the expense of deeper one-time funds reduced in the current year. The Governor proposes an additional decrease in one-time funding to the Arts, Music, and Instructional Materials Discretionary Block Grant, bringing the total to \$1.8 billion, or 51% of the amount provided in the 2022/2023 Enacted Budget. The Governor also proposes to reduce one-time funding for the Learning Recovery Emergency Block Grant, bringing the total funding for this program to \$5.4 billion, a decrease of about 32%. The Governor's May Revision further impacts the funding for the voter-approved Proposition 28 where calculation for the 2023/2024 school year is

required to equal to 1% of the K-12 share of the minimum guarantee from the prior fiscal year. The cost to fund Proposition 28 is expected to decrease by \$8 million.

Based on the current District revenue assumptions and expenditure plan, the District's proposed general fund budget for 2023/2024, 2024/2025, and 2025/2026 will meet the minimum statutory reserve requirement. All other funds are also in balance.

Education Code 52062 requires the Board of Education to conduct a public hearing prior to approving the 2023/2024 budget at its June 15, 2023 meeting. The 2023/2024 budget is being presented under separate cover. A copy is available for public inspection in the school District lobby of the Chino Valley Unified School District.

RECOMMENDATION

It is recommended the Board of Education conduct a public hearing regarding the 2023/2024 budget.

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: June 1, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

SUBJECT: PUBLIC HEARING REGARDING THE LOCAL CONTROL AND ACCOUNTABILITY PLAN

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BACKGROUND

The Local Control Funding Formula (LCFF) system requires that each Local Educational Agency (LEA) develop, adopt and annually update a three-year Local Control and Accountability Plan (LCAP) to be implemented commencing July 1, 2014. The LCAP is required to identify goals and measure progress for student subgroups (English learners, low income, and foster youths) across multiple performance indicators.

Pursuant to Education Codes 52060 and 52066, the LCAP describes the District's overall vision for students, annual goals, and specific actions the District will take to achieve its identified vision and goals. Additionally, the LCAP must focus on eight areas identified as state priorities. The plan also demonstrates how the District's budget will help achieve the goals and assess each year how well the strategies in the plan were able to improve outcomes. As such, the District is required to annually update its three-year LCAP, as necessary.

The Board of Education is required to conduct a public hearing prior to approving the LCAP at its June 15, 2023 meeting. Subsequently, the District is required to submit its LCAP to the San Bernardino County Superintendent of Schools. The approved LCAP becomes effective July 1, 2023. The draft 2023/2024 LCAP is provided under separate cover.

RECOMMENDATION

It is recommended the Board of Education conduct a public hearing regarding the Local Control and Accountability Plan.

FISCAL IMPACT

\$49,963,481.00 from General and Restricted Funds.

NE:gks

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: June 1, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Isabel Brenes Ed.D., Director, Human Resources
Eric Dahlstrom, Ed.D., Director, Human Resources

**SUBJECT: PUBLIC NOTICE AND HEARING REGARDING THE CALIFORNIA
SCHOOL EMPLOYEES ASSOCIATION AND ITS CHINO
CHAPTER 102, INITIAL BARGAINING PROPOSAL TO THE
CHINO VALLEY UNIFIED SCHOOL DISTRICT FOR A REOPENER
COLLECTIVE BARGAINING AGREEMENT EFFECTIVE
JULY 1, 2023**

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BACKGROUND

The present Collective Bargaining Agreement between the Chino Valley Unified School District and the California School Employees Association (CSEA) and its Chino Chapter 102, expires on June 30, 2024. Pursuant to Article 21.1 of the Agreement, CSEA, and its Chino Chapter 102 gave notice to the District regarding its initial proposal for a reopener Collective Bargaining Agreement on May 4, 2023.

Based on Administrative Regulation 4243.1, Public Notice – Personnel Negotiations, CSEA and its Chino Chapter 102 is hereby announcing to the public its initial proposal for a reopener Collective Bargaining Agreement to be effective July 1, 2023.

The unit membership approved the Initial Bargaining Proposal on May 2, 2023. CSEA desires to alter and/or amend articles as indicated and presents for public discussion in accordance with Government Code § 3547. CSEA submits the following attachment.

RECOMMENDATION

It is recommended the Board of Education give public notice and conduct a public hearing regarding the California School Employees Association and its Chino Chapter 102, Initial Bargaining Proposal to the Chino Valley Unified School District for a reopener Collective Bargaining Agreement effective July 1, 2023.

FISCAL IMPACT

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

**California School Employees Association and its Chino Chapter #102
2023-2024 Reopener Contract Proposals**

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

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

ARTICLE 8: Vacations

CSEA proposes adding vacation days to Article 8

CSEA proposes adding language to ensure that all holidays, days of thanksgiving, prayer, or public fast appointed by the Governor of the State of California or the President of the United States shall be provided to classified employees as a day off

ARTICLE 9: Vacancies/Promotions

CSEA proposes understanding with eligibility list for promotions

ARTICLE 10: Transfers

CSEA proposes language to promote inhouse employees ability to move locations

ARTICLE 12: Wages and Benefits

CSEA proposes an on-salary schedule wage increase

CSEA proposes a bilingual stipend for bargaining unit members speaking a second language during the course of their duties

CSEA proposes an increase in percentage on longevity

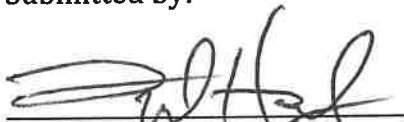
CSEA proposes an education stipend for members that have achieved degrees in higher education


CSEA proposes realigning the salary schedules in appendix B and appendix C


CSEA proposes increasing the District contribution to health and welfare benefits


Please place this Proposal on the May 2023 Board of Education agenda in Compliance with the Education Employment Relations Act (EERA).


Submitted by:


Daniel Hernandez-President
CSEA Chapter #102


Diego Solis-1st Vice President
CSEA Chapter #102


Yvette Bookout-Secretary
CSEA Chapter #102


Blanca Placencia-Negotiations Team
CSEA Chapter #102


Jonathan Gabrielson-2nd Vice President
CSEA Chapter #102

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
May 18, 2023

MINUTES

I. OPENING BUSINESS

I.A. CALL TO ORDER – 3:55 P.M.

1. Roll Call

President Shaw called to order the regular meeting of the Board of Education, Thursday, May 18, 2023, at 3:55 p.m. with Bridge, Cruz, and Shaw present. Mr. Monroe arrived at 4:05 p.m. and Mr. Na arrived at 4:16 p.m.

Administrative Personnel

Norm Enfield, Ed.D., Superintendent

Sandra H. Chen, Associate Superintendent, Business Services

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

Lea Fellows, Assistant Superintendent, CIIS

Gregory J. Stachura, Assistant Supt., Facilities, Planning, and Operations

2. Public Comment on Closed Session Items

None.

3. Closed Session

President Shaw adjourned to closed session at 3:55 p.m. regarding conference with legal counsel, existing litigation: one matter; conference with legal counsel, anticipated litigation: one matter; a student admission; student readmissions; student discipline matters; conference with labor negotiators: A.C.T. and CSEA; public employee appointment: Coordinator MTSS-B; public employee discipline/dismissal/release; and public employee performance evaluation: Superintendent.

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

1. Report Closed Session Action

President Shaw reconvened the regular meeting of the Board of Education at 6:00 p.m. with Bridge, Cruz, Monroe, Na, and Shaw present. The Board met in closed session from 3:55 p.m. to 5:45 p.m. regarding conference with legal counsel, existing litigation: one matter; conference with legal counsel, anticipated litigation: one matter; a student admission;

student readmissions; student discipline matters; conference with labor negotiators: A.C.T. and CSEA; public employee appointment: Coordinator MTSS-B; public employee discipline/dismissal/release; and, public employee performance evaluation: Superintendent. The Board appointed Sangeeta Morar as Coordinator, MTSS-B, Health Services, effective July 1, 2023, by a vote of 4-0 with Bridge, Cruz, Monroe, and Shaw voting yes, and Na absent during the vote. Superintendent Enfield left closed session at 5:26 p.m. No further action was taken that required public disclosure.

2. Pledge of Allegiance

Led by Chino Young Marines during the military salute.

I.C. PRESENTATION

1. Military Salute

President Shaw and the Board of Education honored students for enlisting in the United States military.

I.D. RECOGNITION

1. Ayala HS and Chino Hills HS: 2023 Winter Guard International

President Shaw recognized Ayala HS and Chino Hills HS for taking first and second place, respectively, in the 2023 Winter Guard International Percussion Scholastic World Category.

President Shaw called a recess at 6:20 p.m. to 6:32 p.m.

I.E. COMMENTS FROM STUDENT REPRESENTATIVE

Maya King acknowledged the accomplishments the 2023 graduating class has made;

I.F. COMMENTS FROM EMPLOYEE REPRESENTATIVES

Brenda Walker, A.C.T. President, congratulated students entering the military; congratulated students at Ayala HS and Chino Hills HS for their awards; announced A.C.T. scholarship recipients; thanked District staff, administrators, parents, and students, for showing their gratitude during teacher appreciation week; extended appreciation to classified employees; acknowledged A.C.T. retirees; announced the A.C.T. Elementary Teacher of the Year: Rosio Rodriguez, special education teacher at Hidden Trails ES; and announced the A.C.T. Nurse of the Year, Julianne Dougherty.

Danny Hernandez, CSEA President, presented flowers to outgoing student representative Maya King and thanked her for her service; thanked the District for allowing CSEA to hold its car show in the District office parking lot, which allowed them to raise scholarship funds; spoke about classified evaluations; and announced school secretaries as CSEA *Unsung Heroes for 2023*, and Kylene Valles received the honor on behalf of school secretaries; and concurred with President Shaw that the Military Salute is a favorite presentation of the year.

Barbara Bearden, CHAMP President, thanked Maya King for her service and poise as student representative on the Board of Education; congratulated the young men and women entering military service; congratulated Karen Morales on her retirement and for serving Walnut ES for 31 years; and congratulated Kyle Schuler, principal, Buena Vista HS and his team for being recognized as a model continuation high school; extended congratulations to 2023 graduates; and thanked Board members who attended Eagle Canyon ES's *Charlie and the Chocolate Factory* performance

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

The following individuals addressed the Board: Melissa Compagni announced community events sponsored by Curt Hagman, Fourth District Supervisor; Misty regarding being cyberbullied by a group opposed to her freedom of speech; and Virginia Renteria regarding books.

I.H. CHANGES AND DELETIONS

None.

II. ACTION

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

II.A.1. Amended Facilities Memorandum of Understanding by and between Chino Valley Unified School District and Allegiance STEAM Academy—Thrive, 2023/2024

Moved (Na) seconded (Cruz) carried unanimously (5-0) to approve the Amended Facilities Memorandum of Understanding by and between Chino Valley Unified School District and Allegiance STEAM Academy—Thrive, 2023/2024. Student representative voted yes.

II.A.2. Public Hearing to Receive Community Input on the Naming of Preserve School #2

President Shaw opened the public hearing at 7:11 p.m. There were no comments, and President Shaw closed the public hearing at 7:11 p.m. on the Naming of Preserve School #2.

II.A.3. Selection and Approval of Scenario No. 1 as School Boundaries for Cal Aero Preserve Academy and Preserve School #2

Moved (Na) seconded (Cruz) carried unanimously (5-0) to select and approve Scenario No. 1 as school boundaries for Cal Aero Preserve Academy and Preserve School #2. Student representative voted yes.

II.B. HUMAN RESOURCES**II.B.1. Declaration of Need for Fully Qualified Educators for the 2023/2024 School Year**

Moved (Na) seconded (Monroe) carried unanimously (5-0) to approve the Declaration of Need for Fully Qualified Educators for the 2023/2024 school year. Student representative voted yes.

III. CONSENT

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

III.A. ADMINISTRATION**III.A.1. Minutes of the May 4, 2023 Regular Meeting**

Approved the minutes of the May 4, 2023 regular meeting.

III.A.2. Revision of Bylaws of the Board 9124— Legal Services

Approved the revision of Bylaws of the Board 9124— Legal Services.

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. Legal Services

Approved payment for legal services to the law office of Tao Rossini, APC.

III.B.5. Request for Allowance of Attendance Due to State of Emergency Declared by Governor Newsom for Severe Inclement Weather

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

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

III.C.1. Student Admission Case 22/23-04A

Approved student admission case 22/23-04A.

III.C.2. Student Readmission Cases 22/23-16 and 22/23-22

Approved student readmission cases 22/23-16 and 22/23-22.

III.C.3. Student Expulsion Cases 22/23-51, 22/23-52, 22/23-62, 22/23-63, and 22/23-65

Approved student expulsion cases 22/23-51, 22/23-52, 22/23-62, 22/23-63, and 22/23-65.

III.C.4. School Sponsored Trips

Approved/ratified the school-sponsored trips for Country Springs ES, Oak Ridge ES, Rhodes ES, Rolling Ridge ES, Ayala HS, and Chino Hills HS.

III.C.5. Revision of Boys Republic HS Student Attendance Calendar for the 2022/2023 School Year

Approved the revision of Boys Republic HS Student Attendance Calendar for the 2022/2023 school year.

III.C.6. Revision of Board Policy 6158 Instruction—Independent Study

Approved the revision of Board Policy 6158 Instruction—Independent Study.

III.D. FACILITIES, PLANNING, AND OPERATIONS

III.D.1. Purchase Order Register

Approved/ratified the purchase order register.

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

Approved/ratified the Agreements for Contractor/Consultant Services.

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

Approved the Notice of Completion for CUPCCAA Projects.

III.D.4. Change Order and Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase I (BP 15)

Approved the Change Order and Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase I (BP 15).

III.D.5. Change Order and Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase I (BP 21)

Approved the Change Order and Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase I (BP 21).

III.D.6. Notice of Completion for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 7)

Approved the Notice of Completion for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 7).

III.D.7. Change Order and Notice of Completion for Bid No. 20-21-09F, Chino HS Reconstruction Offsite Improvements (BP 4)

Approved the Change Order and Notice of Completion for Bid No. 20-21-09F, Chino HS Reconstruction Offsite Improvements (BP 4).

III.D.8. Change Order for Bid No. 22-23-01F, Ayala HS Alterations Phase 4 (BP 03-01)

Approved the Change Order for Bid No. 22-23-01F, Ayala HS Alterations Phase 4 (BP 03-01).

III.D.9. Award of Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut ES Administration Relocations—Group A

Awarded Bid No. 22-23-22F, Anna Borba ES, Marshall ES, and Walnut Ave ES Administration Relocations—Group A, to Integrated Demolition & Remediation, Inc., Inland Building Construction Companies, Inc., Tomahawk Builders, Inc., Sierra Lathing Company, Inc., David M. Bertino Manufacturing, Inc., Commercial Roofing Systems, Inc., Queen City Glass Company, Inc., Inland Pacific Tile, Inc., Southcoast Acoustical Interiors, Inc., Continental Flooring, Inc., Western Painting, Inc., Dalke & Sons Construction, Inc., Pacific West Air Conditioning, Inc., Verne's Plumbing, Inc., The Mike Cox Electric, Inc., and Montgomery Hardware Company, Inc.

III.D.10. Resolution 2022/2023-49, Authorization to Utilize a Piggyback Contract

Adopted Resolution 2022/2023-49, Authorization to Utilize a Piggyback Contract.

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

Approved/ratified the certificated/classified personnel items.

III.E.2. Rejection of Claim

Rejected the claim and referred it to the District's insurance adjuster.

III.E.3. Revision to the Education Affiliation Agreement with Pacific College of Nursing

Approved the revision to the Education Affiliation Agreement with Pacific College of Nursing.

IV. INFORMATION**IV.A. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT****IV.A.1. New Course: Advanced Placement Physics C: Electricity and Magnetism**

Received for information the new course Advanced Placement Physics C: Electricity and Magnetism.

IV.A.2. Revision of Board Policy and Administrative Regulation 6172.1 Instruction—Concurrent Enrolment in College Classes

Received for information the revision of Board Policy and Administrative Regulation 6172.1 Instruction—Concurrent Enrollment in College Classes.

IV.A.3. Revision of Board Policy and Administrative Regulation 6178 Instruction—Career Technical Education

Received for information the revision of Board Policy and Administrative Regulation 6178 Instruction—Career Technical Education.

V. COMMUNICATIONS**BOARD MEMBERS AND SUPERINTENDENT**

Don Bridge thanked Maya King for her service as student Board representative; congratulated graduating seniors who have enlisted in the military service; congratulated Ayala HS on their band percussion award; commended the District's music program; congratulated A.C.T. scholarship recipients; attended District band showcases; attended the state of the city of Chino address; attended the A.C.T. *Day of the Teacher* celebration on March 10; attended the CSEA car show; attended the Glenmeade ES kindergarten circus; attended the *Charlie and the Chocolate Factory* performance at Eagle Canyon ES; attended the Chino Hills Parks and Recreation commission meeting, and spoke about the applications/interest for the Teen Advisory

Board; and said he will be attending commencement ceremonies for Don Lugo HS, Chino Hills HS, and Buena Vista HS next week.

James Na thanked Maya King for her service as student representative, and acknowledged Maya's mom for attending the meetings; attended the theatre arts program at Don Lugo HS; said the District's music program is stellar; spoke about the school year ending; and asked Dr. Enfield to have the Director of Risk Management speak to parent who addressed the Board regarding cyberbullying.

Andrew Cruz ran in the *Let it Be Foundation 5K* race; spoke kindly about Ms. Bearden's passion for students; encouraged Misty (speaker) to continue to speak her truth; acknowledged Maya for her service and encouraged her to continue public service; spoke about Wellness Center concerns that have been expressed to him; spoke about parental rights and the need for vigilance; spoke about legislation involving wellness clinics and AB 665; said he wants the Board to really look into the implications of wellness centers so that parents know what is going on; shared California bills that are up and coming and could affect school districts; spoke about vaccines; and said policy is the key to have safety in our children's lives.

Jon Monroe thanked Maya for her service and dedication as student representative to the Board of Education; thanked Mrs. Walker for recognizing the elementary teacher and nurse of the year; thanked Mr. Hernandez for recognizing secretaries for being unsung heroes; spoke about District music programs being a legacy for so long; congratulated seniors who are going into the military; congratulated upcoming graduates and said he is looking forward to participating in the ceremonies; attended Glenmeade ES's circus performance; and said he will not be at the next Board meeting; said he spent the late morning/early afternoon at the Nixon Library and reflected on a quote regarding learning from one another.

Superintendent Enfield thanked Maya for her service and for recognizing the things her fellow students do throughout the District; and recognized seniors in their upcoming graduations.

President Shaw thanked Maya for her service and extended well-wishes; thanked Maya's parents for supporting her; thanked school sites and parents for inviting Board members to special events; attended the PIQUE graduation for parents at Chino HS on May 9; said she attended the city of Chino state of the city address on May 10; attended Glenmeade ES's circus performance; encouraged community members to attend even if they don't have children in school; thanked staff for providing her with information on District's career centers; attended Eagle Canyon ES's May 15 *Charlie and the Chocolate Factory* performance; attended Dickie ES's May 16 DARE graduation; acknowledged students who are headed to the Odyssey of the Mind World Finals including fourth graders at Rolling Ridge ES and Country Springs ES; thanked law enforcement and security guards for their service; and thanked graduating seniors for their sacrifices in joining the military; shared that girls' flag football is coming to the District next year at the high schools; thanked all staff for supporting students;

congratulated graduating seniors and those promoting from 6th and 8th grades; and spoke about bills/laws that affect school districts and encouraged parents and community members to stay informed of bills and to contact legislatures to voice concerns and to be proactive; said that while in DC, Department of Health and Human Services Secretary Becerra encouraged Board members to take his money and let him in to put clinics on campuses; spoke about AB 1078, which seeks to take away local control; and said our community's voice does matter.

VI. ADJOURNMENT

President Shaw adjourned the regular meeting of the Board of Education at 7:51 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: June 1, 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

\$9,837,938.03 to all District funding sources.

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
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DATE: June 1, 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: 2023/2024 APPLICATIONS TO OPERATE FUNDRAISING
ACTIVITIES AND OTHER ACTIVITIES FOR THE BENEFIT OF
STUDENTS**

=====

BACKGROUND

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

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

RECOMMENDATION

It is recommended the Board of Education approve/ratify the 2023/2024 applications to operate fundraising activities and other activities for the benefit of students.

FISCAL IMPACT

None.

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT
June 1, 2023

**2023/2024 AUTHORIZATION TO OPERATE FUNDRAISING ACTIVITIES
AND OTHER ACTIVITIES FOR THE BENEFIT OF STUDENTS**

<u>School</u>	<u>Organization</u>
Butterfield ES	PTA
Cattle ES	PFA
Walnut ES	PFA
Townsend JHS	Music Boosters
Ayala HS	Boys' Water Polo Boosters
Chino Hills HS	General Boosters
Chino Hills HS	Music Boosters

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: June 1, 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
June 1, 2023

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Ayala HS</u>		
Boys' Water Polo Boosters	Bulldog Aquatics Clinics	6/2/23 - 12/31/23
<u>Chino Hills HS</u>		
General Boosters - Aquatics	Girls' Water Polo Camp	6/2/23 - 6/9/23
General Boosters - Girls' Basketball	Summer Camp	6/5/23 - 6/8/23
General Boosters - Aquatics	Girls' Water Polo Camp	6/12/23 - 6/16/23
General Boosters - Aquatics	Boys' Water Polo Camp	6/12/23 - 6/23/23
General Boosters - Aquatics	Girls' Water Polo Camp	6/19/23 - 6/23/23
General Boosters - Spirit	Snap! Raise	6/19/23 - 7/31/23
<u>Don Lugo HS</u>		
ASB - Girls' Soccer	Summer Camp	6/2/23 - 6/9/23
ASB - Softball	Summer Camp	6/2/23 - 6/30/23
ASB - Volleyball	Summer Camp	6/2/23 - 7/28/23
ASB - Wrestling	Summer Camp	6/5/23 - 7/7/23
ASB - Baseball	Freshman Summer Camp	6/7/23 - 6/9/23
ASB - Volleyball	Summer Camp	6/10/23 - 6/30/23

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: June 1, 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
June 1, 2023

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<u>Canyon Hills JHS</u>		
Eddie Cheung & Lingling Lu	Cash	\$200.00
Yi-Wei Liu	Cash	\$220.00
<u>Buena Vista HS</u>		
Joanne Bush-Anderson	Cash	\$100.00
Laura Araujo	Cash	\$200.00
Rafael & Esperanza Lara	Cash	\$300.00
<u>Chino HS</u>		
David Isley & Adriana Cardenas-Isley	Cash	\$400.00
Skyler Javier	Cash	\$500.00

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

DATE: June 1, 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	April	\$30,937.07	\$ 246,246.97
Margaret A. Chidester & Associates	April	\$ 7,234.00	\$ 120,063.31
Tao Rossini, APC	April	\$36,575.00	\$ 197,733.42
Fagen, Friedman & Fulfroft	-	-	-
	Total	\$74,746.07	\$564,043.70

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

RECOMMENDATION

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

FISCAL IMPACT

\$74,746.07 to the General Fund.

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: June 1, 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 22/23-66 AND 22/23-68

=====

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 22/23-66 and 22/23-68.

FISCAL IMPACT

None.

NE:LF:SJ:jg

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: June 1, 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: California Interscholastic Federation State Track & Field Championships Place: Clovis, CA Chaperone: 1 student/1 chaperone	May 25-28, 2023	Cost: \$1,150.00 per student Funding Source: Athletics and USB
Site: Ayala HS Event: California Association of Directors of Activities Summer Camp Place: Santa Barbara, CA Chaperone: 6 student/1 chaperone	July 12-15, 2023	Cost: \$590.00 per student Funding Source: USB
Site: Don Lugo HS Event: Palm Springs Basketball Tournament Place: Palm Springs, CA Chaperone: 12 students/2 chaperones	June 23-25, 2023	Cost: \$50.00 per student Funding Source: ASB

FISCAL IMPACT

None.

Chino Valley Unified School District

Our Motto:

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DATE: June 1, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: RESOLUTION 2022/2023-50 TO MAINTAIN 175 DAYS OF INSTRUCTION FOR SCHOOLS ON A MULTITRACK YEAR-ROUND SCHEDULE

=====

BACKGROUND

Cal Aero K-8 continues to operate on a year-round schedule due to the consistent growth in the Preserve area. Each year-round school shall offer a minimum of 175 days of instruction per school year, until it equals or exceeds the Local Control Funding Formula target established for it pursuant to Education Code 42238.02, at which time each school shall offer 180 days or more of instruction per school year.

Given the limited facility, class sizes, and projected number of students enrolled at the school site, Cal Aero K-8 cannot maintain the same number of instructional days provided by District schools on a traditional calendar. As such, to meet the minimum requirements pursuant to Education Code, Cal Aero K-8 will maintain 175 days of instruction per school year and offer the number of annual instructional minutes that is not less than that of schools of the same grade levels utilizing the traditional school calendar.

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2022/2023-50 to Maintain 175 Days of Instruction for Schools on a Multitrack Year-Round Schedule.

FISCAL IMPACT

None.

NE:LF:gks

**Chino Valley Unified School District
Resolution 2022/2023-50
To Maintain 175 Days of Instruction
For Schools on a Multitrack Year-Round Schedule**

WHEREAS, the Board of Education has certified that the number of annual instructional minutes for Cal Aero K-8 is not less than that of schools of the same grade levels utilizing the traditional school calendar;

WHEREAS, any school that operates on a multitrack schedule shall be deemed in compliance with requirements if it offers a minimum of 163 instructional days per school year;

WHEREAS, it is not possible to maintain a multitrack schedule with the same number of instructional days provided by District schools on a traditional calendar given the limited facility, class sizes, and projected number of students enrolled at the school site.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 1st day of June 2023 by the following vote:

Bridge	_____
Cruz	_____
Monroe	_____
Na	_____
Shaw	_____

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

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: June 1, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: NEW COURSE: ADVANCED PLACEMENT PHYSICS C:
ELECTRICITY AND MAGNETISM**

=====

BACKGROUND

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

Advanced Placement Physics C: Electricity and Magnetism (AP Physics C: E&M) is a calculus-based, college-level physics course. The course explores topics such as electrostatics; conductors, capacitors, and dielectrics; electric circuits; magnetic fields; and electromagnetism and prepares students to take the AP Physics C: E&M exam. The course expands on concepts taught in AP Physics 1 and serves as a foundational course in physics for students wanting to major in the physical sciences or engineering. This course meets UC/CSU "D" science requirement. This item was presented to the Board on May 18, 2023, as information.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the new course Advanced Placement Physics C: Electricity and Magnetism.

FISCAL IMPACT

None.

NE:GP:JAR:wrg

Chino Valley Unified School District

High School Course Description

A. CONTACTS	
1. School/District Information:	School/District: Chino Valley Unified School District Street Address: 5130 Riverside Dr., Chino, CA 91710 Phone: (909) 628 - 1201 Website: chino.k12.ca.us
2. Course Contact:	Teacher Contact: Office of Secondary Curriculum Position/Title: Director of Secondary Curriculum Site: District Office Phone: (909) 628 - 1201 X1630
B. COVER PAGE - COURSE ID	
1. Course Title:	Advanced Placement Physics C: Electricity and Magnetism
2. Transcript Title/Abbreviation:	AP PhysC E & M
3. Transcript Course Code/Number:	
4. Seeking Honors Distinction:	Yes
5. Subject Area/Category:	Meets UC/CSU "D" laboratory science requirement
6. Grade Level(s):	11-12
7. Unit Value:	5 credits per semester/10 credits total
8. Course Previously Approved by UC:	Yes
9. Classified as a Career Technical Education Course:	No
10. Modeled after an UC-approved course:	Yes
11. Repeatable for Credit:	No
12. Date of Board Approval:	
13. Brief Course Description: Advanced Placement Physics C: Electricity and Magnetism (AP Physics C: E&M) is a calculus-based, college-level physics course, designed for students planning to specialize or major in physics or engineering. The course explores topics such as electrostatics; conductors, capacitors, and dielectrics; electric circuits; magnetic fields; and electromagnetism. Introductory differential and integral calculus are used throughout the course.	
14. Prerequisites:	AP Physics 1
15. Context for Course: AP Physics C: E&M expands on concepts taught in AP Physics 1 but is focused on topics of electricity and magnetism. The AP Physics C: E&M course serves as a foundational course in physics for students wanting to major in the physical sciences or engineering and prepares students to take the AP Physics C: E&M exam.	
16. History of Course Development: AP Physics C: E&M further prepares students who are looking to study engineering at the university level.	
17. Textbooks:	Pearson. <i>AP Physics, 4th Edition</i> . Walker. 2011
18. Supplemental Instructional Materials:	N/A
C. COURSE CONTENT	
1. Course Purpose: Provide students with the opportunity to: <ul style="list-style-type: none"> Earn credit or placement for qualifying AP Exam grades Stand out in the admission process Earn academic scholarships and awards from colleges and universities Experience a college-level exam Be prepared for college-level course work 	

Chino Valley Unified School District

High School Course Description

2. Course Outline:

Unit 1 – Electrostatics

In this unit, students will begin the study of electric force, which acts on all objects with a property called charge. The electric force, in contrast to gravitational force, is one of attraction or repulsion and therefore leads to different effects on objects. This knowledge will help students understand the role electrostatics has in common devices such as photocopiers, defibrillators, and printers, as well as television, radio, and radar industries. In the units that follow, students will apply their knowledge of electric charges and force to electric circuits, and how the motion of electric charges helps create magnetic fields.

Unit 2 - Conductors, Capacitors, Dielectrics

Students will examine how that charge can move through an object. Conductors, capacitors, and dielectrics are presented to demonstrate that a charge's movement is dependent on an object's material. In electronics, each of these are important based on the type of movement or desired object behavior. Additionally, this unit examines how the behavior of these elements is impacted by electric fields. Students should be provided with opportunities (laboratory investigations or activities) to describe and examine the function of each of these elements, along with capacitors. Knowledge of conductors, capacitors, and dielectrics will prepare students for understanding how electric circuits work in unit 3 and how they behave when one or more electrical element is altered or modified.

Unit 3 - Electric Circuits

Whether or not they're aware, students interact with electric circuits regularly through charging their phones, powering up their laptops, or simply switching on a light. Unit 3 serves to illuminate how, and why, our various appliances function by exploring the nature and importance of electric currents, circuits, and resistance. Through activities and lab investigations, students will have opportunities to relate knowledge across the course by using the electrical components they learned about in unit 2 and will come to discover in unit 3 to create, modify, and analyze circuits. Students will also analyze the relationships that exist between current, resistance, and power, in addition to exploring and applying Ohm's Law and Kirchhoff's Rules.

Unit 4 - Magnetic Fields

Unit 4 introduces students to magnetism and how magnetic fields are generated, behave, and relate to electricity. Students will learn how magnetic fields impact motion and interact with other magnetic fields. Laboratory investigations and/or activities should be provided for students to apply both the Biot-Savart Law (using calculations to determine the strength of a magnetic field) and Ampère's Law (deriving mathematical relationships which relate the magnitude of the magnetic field to current). This knowledge from previous units helps students to make connections between electric fields and magnetic fields as well as between Gauss's Law and Ampère's Law.

Unit 5 – Electromagnetism

Students examine electromagnetism through the concept of electromagnetic induction and the application of Maxwell's equations. Through activities and detailed laboratory investigations, students will study, apply, and analyze the concept of induction, as well as investigate the relationship between Faraday's Law and Lenz's Law. Additionally, students are expected to call upon their knowledge obtained in earlier units—particularly that of charges, currents, and electric and magnetic fields—to better understand Maxwell's equations and to be able to mathematically demonstrate, as well as reason with, how these fields are generated.

3. Key Assignments:

Twenty-five percent of instructional time is devoted to hands-on laboratory work with an emphasis on inquiry-based investigations. Investigations will require students to ask questions, make observations and predictions, design

Chino Valley Unified School District

High School Course Description

experiments, analyze data, and construct arguments in a collaborative setting, where they direct and monitor their progress.

The AP Physics C: E&M exam assesses student application of the science practices and understanding of the learning objectives outlined in the course framework. The exam is 1 hour and 30 minutes long and includes 35 multiple-choice questions and 3 free response questions. A four-function, scientific, or graphing calculator is allowed on both sections of the exam.

4. Instructional Methods and/or Strategies:

Students establish lines of evidence and use them to develop and refine testable explanations and predictions of natural phenomena. Focusing on these disciplinary practices enables teachers to use the principles of scientific inquiry to promote a more engaging and rigorous experience for AP Physics students. Such practices require that students:

- Use representations and models to communicate scientific phenomena and solve scientific problems
- Use mathematics appropriately Chino Valley Unified School District High School Course Description Page 3 of 3 – AP Physics 1
- Engage in scientific questioning to extend thinking or to guide investigations within the context of the AP course
- Plan and implement data collection strategies in relation to a particular scientific question
- Perform data analysis and evaluation of evidence
- Work with scientific explanations and theories
- Connect and relate knowledge across various scales, concepts, and representations in and across domains
- Close Reading
- Class Discussions

5. Assessment Including Methods and/or Tools:

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

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

Chino Valley Unified School District

Our Motto:

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DATE: June 1, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: CALIFORNIA DEPARTMENT OF EDUCATION CHILD DEVELOPMENT AGENCY ANNUAL REPORT

=====

BACKGROUND

The Chino Valley Unified School District contracts with the California Department of Education to provide general child care to children of low-income families in the community. To comply with the funding terms and conditions, an Agency Annual Report has been completed for each contract using the Categorical Program Monitoring/Contract Monitoring Review Summary of Findings, the Environment Rating Scale Summary of Findings, and the Desired Results Program Action Plan.

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

RECOMMENDATION

It is recommended the Board of Education approve the California Department of Education Child Development Agency Annual Report.

FISCAL IMPACT

None.

NE:LF:KG:gks

Fiscal Year 2022-2023 br /Program Self-Evaluation Survey for Child Care and Development Programs

1. Requirement: 5 CCR 18279 Program Self-Evaluation Process

Survey - Child Care and Development Tool

If your agency holds any of the following contract types with the Child Care and Development Division at the California Department of Social Services, you must complete one survey. Submit one survey, per contractor, regardless of the number of contract types held.

Alternative Payment Programs (CAPP)

California Work Opportunity and Responsibility to Kids (CalWORKs) Stage Two (C2AP)

CalWORKs Stage Three (C3AP)

General Child Care & Development (CCTR)

Family Child Care Home Education Networks (CFCC)

Children with Severe Disabilities (CHAN)

Migrant Alternative Payment Program (CMAP)

Migrant Child Care and Development (CMIG)

Resource and Referral Program (CRRP)

The annual plan shall include the following: (1) A self-evaluation based on the use of the CCR, as defined in in subsection 18023(a)(2) of this Chapter. CCR means the monitoring and review tool for child development programs. Access the tool here: [Child Care and Development Monitoring Tool](https://www.desiredresults.us/program-self-evaluation). All Desired Results form are located here: <https://www.desiredresults.us/program-self-evaluation>.

The survey is due Thursday June 1, 2023, by 5pm.

Please click on the "Next" button below to begin the survey.

2. Contractor Information

1. Contractor name:

Chino Valley Unified School District

2. Contractor vendor number:

6767

3. Program director name:

Katrina Gomez

4. Program director email:

katrina_gomez@chino.k12.ca.us

5. Select all contract types held:

General Child Care and Development (CCTR)

6. Select all types of General Child Care and Development (CCTR):

Centers

7. Select all age groups served:

Infant (birth to 18 months)

Toddler (18 to 36 months)

School age (transitional kindergarten or kindergarten to 13 years old, or children with exceptional needs up to 21 years of age)

8. Name of staff completing the survey:

Lupe Macias

9. Email of staff completing the survey:

guadalupe_macias@chino.k12.ca.us

Reminder: Contractors are to respond to all questions in the survey that apply to the contract types held.

3. Dimension I: Family Files

CCD 01: Family Selection

Applies to CAPP, C2AP, C3AP, CCTR, CFCC, CHAN, CMAP, and CMIG.

10. Families with children enrolled in the programs are selected according to the priorities of that program.

Contractor maintains a waiting list or central eligibility list by contract type

Families are enrolled according to the priorities of the program

Written information for families includes the priorities for the program and describes how family selection occurs

4. Dimension I: Family Files

CCD 02-03: Family Eligibility Requirements and Child Need Requirement Verification

Applies to CAPP, C2AP, C3AP, CCTR, CFCC, CHAN, CMAP, and CMIG.

Family Data File: Select two files from each contract type held. Review the family data file to ensure the following eligibility and need criteria has been met:

Eligibility

Application for Services is complete with signatures and certification

Family size determined correctly based on supporting documentation

Eligibility criteria has been documented by one or more of the following: Child Protective Services and/or At-risk, Current Aid Recipient, Homeless, Income, and Categorical Eligibility per [CCB 23-04](#).

Case notes - electronic or written documentation

Need for Services

Supporting documentation and verification of Need for Service for one or more of the following: employment, self-employment, seeking employment, vocational training, education program, parent incapacitation, homeless, seeking permanent housing, CPS, and/or at risk

Notice of Action

Notice of Action was completed and issued within the required timelines

11. Describe the results of the file review. If any of the files reviewed were missing eligibility or need criteria, describe how the program will adjust practices to ensure all documentation collected meets eligibility and need requirements.

Based on the audit of the two files, both cases pulled met all eligibility and income guideline requirements.

5. Dimension I: Family Files

CCD 04: Correct Fee Assessed

Applies to CAPP, C2AP, C3AP, CCTR, CFCC, CHAN, CMAP, and CMIG.

Following [CCB 22-14](#): For Fiscal Year 2022-2023, Family Fees were waived for all families. Programs were to issue a Notice of Action indicating:

Assessed fee, if applicable

Statement to families indicating that family fees are waived for Fiscal Year 2022-2023

That fees are set to resume on July 1, 2023

Use of correct Family Fee Schedule

12. Select a response:

Contractor has met this requirement

6. Dimension I: Family Files

CCD 05: Compliance with Due Process

Applies to CAPP, C2AP, C3AP, CCTR, CFCC, CHAN, CMAP, and CMIG.

13. The Notice of Action has the appeal officer's information listed and the appeal information is shared with families upon enrollment into the program.

Yes

8. Dimension I: Family Files

CCD 06: Attendance and Provider Payments

Applies to CCTR, CHAN, and CMIG.

Program has implemented the following temporary requirements from AB 210 as described in [CCB 22-19](#):

14. Contracting agencies shall be reimbursed based on the maximum authorized hours of care, regardless of attendance, if they meet either of the following requirements.

The program is open and operating in accordance with their approved program calendar and remains open and offering services through the program year

9. Dimension II. Family Engagement

15. Parent Advisory Committee (PAC): Describe how the PAC advised the program on issues related to the services to families and children.

We do have an advisory committee, but due to Covid it has been a challenge to resume meetings and get parents on board.

16. Parent Education and Involvement: Describe the education and involvement opportunities for parents.

Parents are actively encouraged to identify areas for improvement, and to collaborate on effective solutions with center staff. We schedule PAC meetings and parent involvement activities to provide program information, policy changes. and community resources or events of interest to families.

17. Parent Orientation: Describe the orientation process for families.

Families are scheduled to attend an orientation at their center with the teacher prior to the student attending center. We have a parent orientation checklist that goes over all rules, regulations, DRDP evaluations, daily schedules, room environment and class expectations.

18. Completed parent/teacher conference forms regarding the child's progress.

Yes

19. Completed parent/teacher conference schedule.

Yes

20. Documentation of completed parent/teacher conferences.

Yes

10. Dimension II. Family Engagement

21. Describe the process for identifying the health and social service needs of families.

The Child Development Program Technician has the parent fill out a needs assessment form as part of the application process in order to identify and possible needs.

22. Describe the process for documenting and providing referrals when identified.

The Child Development Program Technician takes down notes in the families case file and then completes the referrals.

23. Explain how follow up is conducted and documented.

The Child Development Teacher follows up with families to make sure they are receiving resources/information after program technician sent referrals. The teacher take notes and adds to case file copy at center.

11. Dimension III. Program Quality

24. Each site/home has a current license issued by Community Care Licensing or Classroom/family childcare home meets Criteria of License Exempt Status per Health & Safety Code Section 1596.792.

Yes

12. Dimension III. Program Quality

25. Contractor has met the applicable staff-child ratios for the contract types held (WIC 10275(a)(3) and 5 CCR 18290).

Yes

13. Dimension III. Program Quality

26. Program has completed Environment Rating Scale(s) on all classroom(s)/home(s).

Yes

27. Program uses Environment Rating Scale Revised Edition to assess all classrooms/homes.

Yes

28. Program uses the Environment Rating Scale Third Edition this fiscal year.

No

14. Dimension III. Program Quality

29. Describe how the program provides for the nutritional needs of the children.

All center's are provided meals/snacks through CVUSD nutrition department and all meals/snacks meet the CACFP requirements.

15. Dimension III. Program Quality

30. DRDP Online upload is complete for each rating period.

Yes

31. Describe the program's process for analyzing and reviewing DRDP data to ensure that age and developmentally appropriate activities are provided in the program.

A DRDP portfolio is completed through our Learning Genie program for each student in the first 60 days from the time of enrollment and very 6 months there after.

16. Dimension III. Program Quality

32. Each program/FCCHEN operating two or more sites/homes has a qualified program director.

Yes

33. Each program with more than one site has a qualified site supervisor at each site.

Yes

34. Each site has qualified teachers.

Yes

35. What efforts have you made to recruit and retain qualified staff this fiscal year?

Applies to CCTR, CHAN, and CMIG.

Staff is hired based on the CVUSD hiring process. Staff has yearly trainings and are given opportunities for professional growth.

17. Dimension III. Program Quality

36. Describe some of the staff development opportunities provided to staff/providers.

In addition to monthly site meetings, center staff participated in professional development opportunities. Training opportunities offered through: CVUSD trainings/meetings, California Department of Social Services, WestEd, California Department of Education Early Learning and Care, Centers for Disease Control and Prevention, San Bernardino County superintendent of Schools, CACFP and BOOST conference.

37. Describe the process for using data to identify the training opportunities provided to staff. In the response include how Program Self-Evaluation and other data sources are used to determine the training needs of staff.

We establish and identify training opportunities based on the collaboration at monthly DRDP meetings. Teachers also use their professional growth plan as a tool for trainings needed.

38. Program has written job descriptions for staff responsible for supporting and carrying out the requirements of the contracts held.

Yes

39. Program has a process for orienting new staff. Documentation is maintained on the training and resources provided to new staff.

Yes

18. Dimension IV. Administrative

40. Contractor has a current inventory containing all the required elements listed in FT&Cs:

Description

Serial number or other identification number

The source of funding

The acquisition date

The cost

The location, use and condition

Any ultimate disposition date including date of disposal and sale price if applicable

Has the contractor met this requirement?

Yes

41. Program maintains documentation of most recent physical check of the inventory. If no purchases were made it is documented on the inventory form. An authorized representative signs the inventory record at least once every two years.

Yes

42. For non-LEA: contractor has a procedure for competitive purchases of equipment and services.

Yes

Reminder: Inventory must include all equipment and all non-disposable items with an estimated useful life of more than a year purchased in whole or in part with Child Care and Development Funds. [CDSS Inventory Record Form](#).

19. Dimension IV. Administrative

43. Describe two goals for your program. Include in your response; the data collected to identify the goal, and include the action steps to be taken to improve the practice or program requirement.

1. Improve parent involvement.

-Starting July 1st, provide a well written parent involvement plan that includes a timeline for parent PAC meetings, parent involvement and parent staff meetings.

2. Update ECERS edition for the following school year.

-Will request latest edition from CDSS.

44. Parent Survey: Describe the results of the parent survey and the action plans to address the feedback received from parents.

To increase our families' satisfaction with information received by our programs, staff will:

-Include information on our Parent Progress Report regarding their developmental progress.

-Community resource information will be available in the parent area. Email to parents twice a month for new and updated resources. Provide a workshop via "Zoom" for ways to get community resources.

-Send out monthly activities that parents can do with their child at home that have to do with math concepts, letters/phonics, and reading. Staff will suggest ways that parents can turn everyday activities into learning experience for their child and regularly decide upon different ideas for parents on how to help the child learn and develop at home.

45. Briefly describe how staff and board members were a part of the self-evaluation process.

Through creation of the yearly action binder. Each center monitors and documents changes that were identified throughout the year based on findings. Board members receive a copy of the Evaluation in May.

20. Dimension IV. Administrative

46. Program has completed Classroom/Home/Site Summary of Findings.

Yes

47. Program has Completed Agency Summary of Findings.

Yes

48. List key findings from the agency summary of findings and the action steps that will be taken to address the findings. If the program provides services to multiple age groups provide one key finding with action steps for each age group served.

3 out of 5 students - 60% are at understanding with safety.

- Review Measure 10 with staff during a meeting
- 2 activities on each lesson plan each month
- Create a Safety committee with students
- Join the Safety Committee on campus

21. Dimension IV. Administrative

49. Program has completed Classroom/Agency Summary of Findings.

Yes

50. Using the Agency Summary of Findings describe two key findings from the ERS and what action steps the program is taking to address the key findings Include resources, training, or materials to address the key findings. If the program provides services to multiple age groups provide one key finding with action steps for each age group served.

To achieve a higher score in the areas of:

1. Science/Natural and Math and Reasoning.

- Staff will provide new materials such a measuring cups, weights and measuring, science theme material, and arrange the area where children can utilized the material during centers. Include more math and language games to meet children's age level.

2. Space to Meet Professional Needs

- At Liberty a space will be provided for staff and privacy. New furnishings to provide comfort during break time.

25. Dimension IV: Administrative

51. Contractor, annually or as needed, reviews their Written Information for Families and Providers (if applicable) and updates information to align with current regulations (5 CCR and Funding Terms and Conditions), CDSS training webinars, and guidance provided through Child Care Bulletins (CCB).

Yes

26. Dimension V. Fiscal/Audit

52. The program has submitted a report for each contract that is consistent with the laws for state and federal fiscal reporting.

Yes

27. Dimension V. Fiscal/Audit

53. The program has submitted an acceptable financial and compliance audit within the required timelines.

Yes

54. If findings were identified through the annual audit process how is the program adjusting practices and processes to resolve the findings? If no findings were identified, please write N/A.

N/A

28. Dimension VI: Technical Assistance and Training Needs

55. Select which technical assistance topics best meet your program improvement needs or goals.

Program Quality

29. Thank You!

Thank you for completing the Program Self-Evaluation Survey for Child Care and Development Programs at the California Department of Social Services.
A copy of your responses will be sent to guadalupe_macias@chino.k12.ca.us (if the email does not arrive after a couple minutes, please check your Spam or Junk Mail folder)

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 1, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: REVISION OF BOARD POLICY 6172.1 INSTRUCTION –
CONCURRENT ENROLLMENT IN COLLEGE CLASSES**

=====

BACKGROUND

Board policies, administrative regulations, and bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current District practice. Board Policy 6172.1 Instruction – Concurrent Enrollment in College Classes is being updated to reflect Senate Bill 554 which authorizes an adult education student pursuing a high school diploma or high school equivalency certificate to attend community college as a special part-time student. Board Policy and Administrative Regulation add new sections for districts that wish to establish a College and Career Access Pathways (CCAP) partnership program, in which the Board enters into an agreement with the governing board of a community college district to offer or expand dual enrollment opportunities for students who may not already be college bound or are unrepresented in higher education. This item was presented to the Board on May 18, 2023, as information.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the revision of Board Policy 6172.1 Instruction – Concurrent Enrollment in College Classes.

FISCAL IMPACT

None.

NE:GP:JR:rtr

CONCURRENT ENROLLMENT IN COLLEGE CLASSES

The Board of Education desires to provide opportunities for eligible District students to enroll concurrently in courses offered at postsecondary institutions in order to foster individual student achievement, increase opportunities for students to complete college preparatory course requirements AND/or PARTICIPATE IN Career Technical Education (CTE) preparation, and prepare students for a smooth transition into college by providing exposure to the collegiate environment.

(cf. 6143 - Courses of Study)
 (cf. 6172 - Gifted and Talented Student Program)
 (cf. 6178 - Career Technical Education)
 (cf. 6178.2 - Regional Occupational Center/Program)

When it is determined that the postsecondary course in which the student intends to enroll is substantially equivalent to a course provided by the District, the student may receive credit toward high school graduation requirements in addition to credit received from the college.

(cf. 6146.1 - High School Graduation Requirements)
 (cf. 6146.11 - Alternative Credits Toward Graduation)

Approval of Concurrent Enrollment

The Superintendent or designee may approve a limited number of students of any age or grade level to apply for part-time or full-time concurrent enrollment in a community college or four-year college when it is determined to be in the student's best interest and the student is adequately prepared for such coursework.

Upon recommendation of the principal and with parent/guardian consent, the Superintendent or designee may authorize a student to ~~apply for attendance at~~ a community college during any session or term as a special part-time or full-time student and to undertake one or more courses of instruction offered at the community college level. (Education Code 48800)

Within the enrollment limits and exceptions allowed by law, the principal may recommend a student for community college summer session if that student demonstrates adequate preparation in the discipline to be studied and exhausts all opportunities to enroll in an equivalent course, if any, at ~~his/her~~ THE school of attendance. (Education Code 48800)

~~Any s~~Student's parent/guardian, REGARDLESS OF THE STUDENT'S AGE OR GRADE LEVEL, may petition the Superintendent or designee to authorize SPECIAL full-time attendance at a community college ~~if he/she believes~~ ON THE GROUND THAT the student would benefit from advanced scholastic or career technical work that would be available. (Education Code 48800.5)

If the Superintendent or designee denies a request for special part-time or full-time enrollment at a community college for a student who is identified as highly gifted and talented, the Superintendent or designee shall issue its written recommendation and the reasons for the denial within 45 30 days ~~The student's parent/guardian may then submit an appeal to the Board. The Board shall issue its written decision within 30 days but no more than 60 days, of the appeal~~ AFTER THE REQUEST HAS BEEN SUBMITTED. (Education Code 48800, 48800.5)

CONCURRENT ENROLLMENT IN COLLEGE CLASSES (cont.)

THE SUPERINTENDENT OR DESIGNEE MAY AUTHORIZE A STUDENT WHO IS PURSUING A HIGH SCHOOL DIPLOMA OR A HIGH SCHOOL EQUIVALENCY CERTIFICATE THROUGH AN ADULT EDUCATION PROGRAM, UPON RECOMMENDATION OF THE ADMINISTRATOR OF THE STUDENT'S ADULT SCHOOL, TO ATTEND A COMMUNITY COLLEGE DURING ANY SESSION OR TERM AS A SPECIAL PART-TIME STUDENT. (Education Code 52620)

COLLEGE AND CAREER ACCESS PATHWAYS PARTNERSHIPS

THE BOARD MAY ENTER INTO A COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) PARTNERSHIP AGREEMENT WITH THE BOARD OF A COMMUNITY COLLEGE DISTRICT FOR THE PURPOSE OF OFFERING OR EXPANDING DUAL ENROLLMENT OPPORTUNITIES FOR STUDENTS. THE AGREEMENT SHALL BE APPROVED AT AN OPEN PUBLIC BOARD MEETING, WITH AN OPPORTUNITY FOR PUBLIC INPUT PROVIDED PRIOR TO THE BOARD TAKING ACTION. IF THE CCAP AGREEMENT PROVIDES FOR CTE PATHWAYS, THE BOARD SHALL CONSULT WITH AND CONSIDER INPUT FROM APPROPRIATE LOCAL WORKFORCE BOARD(S) TO DETERMINE THE EXTENT TO WHICH THE PATHWAYS ARE ALIGNED WITH REGIONAL AND STATEWIDE EMPLOYMENT NEEDS. (Education Code 76004)

Program Evaluation

The Superintendent or designee shall regularly report to the Board regarding the number of District students participating in the concurrent enrollment option, their success in completing IN COLLEGE PREPARATORY COURSE ("A-G" COURSES) in and postsecondary courses, and any impact on their achievement in District courses AND GRADUATION RATES.

(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:

EDUCATION CODE

11300-11302 Early and middle college high schools

42238.02 Definition of unduplicated student

46141 Minimum school day (high school)

46145-46147 Minimum day, High School

48800-48802 Enrollment of Gifted Students in Community College

51225.3 High school graduation

52200-52212 Gifted and Talented Education Program

52620 Adult education and attendance at community college

76000-76002 Enrollment in Community College

76000-76004 Enrollment in community college

CONCURRENT ENROLLMENT IN COLLEGE CLASSES (cont.)

76140 No community college fee/tuition for special part-time students

87010 Definition of sex offense

87011 Definition of controlled substance offence

Management Resources:

WEBSITES

California School Boards Association District and County Office of Education Legal Services:

<https://legalservices.csba.org>

Foundation for California Community Colleges: www.foundationccc.org

University of California: www.universityofcalifornia.edu

California Postsecondary Education Commission: www.cpec.ca.gov

California State University: www.calstate.edu

California Community Colleges System: www.cccco.edu

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

Chino Valley Unified School District

Policy adopted: December 14, 2017

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 1, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: REVISION OF BOARD POLICY 6178 INSTRUCTION – CAREER
TECHNICAL EDUCATION**

=====

BACKGROUND

Board policies, administrative regulations, and bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current District practice. Board Policy 6178 Instruction – Career Technical Education is being updated to reflect Assembly Bill 643 which encourages districts to host apprenticeship and/or Career Technical Education (CTE) fair events, such as college and career and career fairs, and for districts that do hold such events to notify apprenticeship programs in their county, as specified. The “Nondiscrimination” section is being deleted as the information is addressed Board Policy 5145.3 Students – Nondiscrimination/Harassment of Students. This item was presented to the Board on May 18, 2023, as information.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the revision of Board Policy 6178 Instruction – Career Technical Education.

FISCAL IMPACT

None.

NE:GP:JR:rtr

CAREER TECHNICAL EDUCATION

The Board of Education desires to provide a comprehensive Career Technical Education (CTE) program in the secondary grades which integrates core academic instruction with technical and occupational instruction in order to increase student achievement, graduation rates, and readiness for postsecondary education and employment. The District's CTE program shall be designed to help students develop the academic, career, and technical skills needed to succeed in a knowledge- and skills-based economy. ~~The program shall include a rigorous academic component and provide students with a strong experience and understanding of all aspects of an industry.~~

(cf. 6143 - Courses of Study)
(cf. 6200 - Adult Education)

The District's CTE program shall focus on preparing students to enter current or emerging high-skill, high-wage, and/or high-demand occupations BY PROVIDING A RIGOROUS ACADEMIC COMPONENT AND PRACTICAL EXPERIENCE IN ALL ASPECTS OF AN INDUSTRY. CTE opportunities may be offered through linked learning programs, partnership academies, apprenticeship programs or orientation to apprenticeships, regional occupational centers or programs (ROC/Ps), ~~tech-prep programs~~, charter schools, small learning communities, MAGNET PROGRAMS, or other programs that expose students to career options while preparing them for future careers in a given industry or interest area.

(cf. 0420.4 - Charter School Authorization)
(cf. 6178.2 - Regional Occupational Center/Program)

THE SUPERINTENDENT OR DESIGNEE SHALL EXPLORE AVAILABLE FUNDING SOURCES THAT MAY BE USED TO SUPPORT CTE PROGRAMS. The Board shall review and approve all District plans and applications for the use of DISTRICT, state and/or federal funds supporting CTE.

The Board shall adopt District standards for CTE which meet or exceed the state's model content standards and describe the essential knowledge and skills that students enrolled in these courses are expected to master. The course curriculum shall be aligned with District-adopted standards and the state's curriculum framework.

(cf. 6011 - Academic Standards)
(cf. 6141 - Curriculum Development and Evaluation)

At least every three years, the Board shall compare the District's curriculum, course content, and course sequence of CTE with the model state curriculum standards. (Education Code 52376)

CAREER TECHNICAL EDUCATION (cont.)

The Superintendent or designee shall systematically review the District's CTE classes to determine the degree to which each class COURSE may offer an alternative means for completing and receiving credit for specific portions of the course of study prescribed by the District for high school graduation. The Board shall ensure that these classes are equivalent in content and rigor to the courses prescribed for graduation. (Education Code 52376)

(cf. 6146-1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)
(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

The Superintendent or designee shall develop partnerships with local businesses and industries to ensure that course sequences, career technical and integrated curriculum, classroom instruction and projects, and assessments have real-world relevance and reflect labor market needs and priorities. ~~He/she~~ THE SUPERINTENDENT OR DESIGNEE ~~also~~ shall ALSO work to develop connections with businesses, postsecondary institutions, community organizations, and/or other employers to provide students with actual or simulated work-based learning opportunities.

(cf. 1700 - Relations Between Private Industry and the Schools)
(cf. 5113.2 - Work Permits)
(cf. 6178.1 - Work Experience Education)

The Superintendent or designee shall collaborate with postsecondary institutions to ensure that the District's program is articulated with postsecondary programs in order to provide a sequential course of study. Articulation opportunities may include dual or concurrent enrollment in community college courses.

(cf. 6172.1 - Concurrent Enrollment in College Classes)

THE BOARD SHALL APPROVE A CTE ADVISORY COMMITTEE TO DEVELOP RECOMMENDATIONS ON THE DISTRICT'S CTE PROGRAM AND TO SERVE AS A LIAISON BETWEEN THE DISTRICT AND POTENTIAL EMPLOYERS. THE COMMITTEE SHALL CONSIST OF AT LEAST ONE STUDENT, TEACHER, BUSINESS REPRESENTATIVE, INDUSTRY REPRESENTATIVE, SCHOOL ADMINISTRATOR, MEMBER OF THE GENERAL PUBLIC KNOWLEDGEABLE ABOUT THE DISADVANTAGED, AND MAY INCLUDE A REPRESENTATIVE OF THE FIELD OFFICE OF THE CALIFORNIA EMPLOYMENT DEVELOPMENT DEPARTMENT. (Education Code 8070)

~~The Superintendent or designee shall inform all secondary students and their parents/guardians about the CTE experiences available in the District, CTE courses that satisfy college admission criteria, and, if applicable, CTE courses that satisfy high~~

CAREER TECHNICAL EDUCATION (cont.)

~~school graduation requirements. In addition, secondary students shall receive individualized career guidance and academic counseling which provides information about academic and CTE opportunities related to the student's career goals.~~

~~(cf. 5145.6 Parental Notifications)~~

~~(cf. 6164.2 Guidance/Counseling Services)~~

Upon written request from a nonprofit private school within the geographical area served by the District, TO THE EXTENT REQUIRED BY LAW, the Superintendent or designee shall consult with private school representatives in a timely and meaningful manner and may provide for the participation of private school secondary students in the District's CTE programs and activities funded under the SUPPORTED BY federal Carl D. Perkins Career and Technical Education Act. To the extent practicable, the Superintendent or designee also shall, upon request, permit participation of CTE teachers, administrators, and other personnel from private schools in the District's inservice and preservice professional development programs funded UNDER the STRENGTHENING CAREER AND TECHNICAL EDUCATION FOR THE 21ST CENTURY ACT (Perkins) Act. (20 USC 2397)

THE SUPERINTENDENT OR DESIGNEE SHALL COLLABORATE WITH BUSINESSES, GOVERNMENT AGENCIES, POSTSECONDARY INSTITUTIONS INCLUDING UNIVERSITIES AND CAREER TECHNICAL SCHOOLS, COMMUNITY ORGANIZATIONS, AND/OR OTHER EMPLOYERS TO PROVIDE STUDENTS WITH ACTUAL OR SIMULATED WORK-BASED LEARNING OPPORTUNITIES THROUGH COLLEGE AND/OR CAREER FAIRS.

WHEN PLANNING TO HOLD A COLLEGE OR CAREER FAIR, THE SUPERINTENDENT OR DESIGNEE SHALL NOTIFY EACH APPRENTICESHIP PROGRAM IN THE COUNTY. THE NOTIFICATION SHALL INCLUDE THE PLANNED DATE, TIME AND LOCATION OF THE COLLEGE OR CAREER FAIR. (Labor Code 3074.2)

The Superintendent or designee shall ensure that teachers of CTE courses possess the qualifications and credentials necessary to teach their assigned courses. ~~He/she~~ THE SUPERINTENDENT OR DESIGNEE ~~also~~ shall ALSO provide teachers and administrators with professional development designed to enhance their knowledge of standards-aligned CTE curriculum and shall provide opportunities for CTE teachers to collaborate with teachers of academic courses in the development and implementation of integrated curriculum models.

CAREER TECHNICAL EDUCATION (cont.)

The Superintendent or designee shall provide counselors and other guidance personnel with professional development that includes, but is not limited to, information about current workforce needs and trends, requirements of the District's CTE program, work-based learning opportunities, and postsecondary education and employment options following high school.

The Superintendent or designee shall regularly assess District needs for facilities, technologies, and equipment to increase students' access to the District's CTE program.

(cf. 0440 - District Technology Plan)

(cf. 3440 - Inventories)

(cf. 3512 - Equipment)

(cf. 7110 - Facilities Master Plan)

THE SUPERINTENDENT OR DESIGNEE SHALL ANNUALLY REPORT TO THE BOARD ACHIEVEMENT DATA ON PARTICIPATING STUDENTS, INCLUDING, BUT NOT LIMITED TO, THE PERCENTAGE OF PARTICIPATING STUDENTS WHO SUCCESSFULLY COMPLETED COURSES THAT SATISFY THE REQUIREMENT OF CTE SEQUENCES OR PROGRAMS OF STUDY THAT ALIGN WITH STATE CTE STANDARDS. THE BOARD SHALL DETERMINE THE NEED FOR PROGRAM IMPROVEMENTS AND UPDATE THE GOALS IN THE DISTRICT'S LOCAL CONTROL AND ACCOUNTABILITY PLAN AS NECESSARY.

~~Nondiscrimination~~

~~The District's program shall provide equal access to and shall not unlawfully discriminate against students who are members of special populations. Special populations include, but are not limited to, students with disabilities; students from economically disadvantaged families, including foster youth; single parents and single pregnant females; displaced homemakers; students with limited English proficiency; and students preparing for nontraditional fields. Nontraditional fields include occupations or fields of work, including careers in computer science, technology, and other emerging high-skill occupations, for which individuals from one gender constitute less than 25 percent of the individuals employed in each such occupation or field of work. (20 USC 2302, 2354, 2373)~~

~~Prior to the beginning of each school year, the Superintendent or designee shall advise students, parents/guardians, employees, and the general public that all CTE opportunities are offered without regard to any actual or perceived characteristic protected from discrimination by law. (34 CFR 100.B, 104.8, 106.9)~~

CAREER TECHNICAL EDUCATION (cont.)

~~(cf. 0410—Nondiscrimination in District Programs and Activities)
(cf. 1312.3—Uniform Complaint Procedures)~~

~~The above notification shall be disseminated in languages other than English as needed and shall state that the District will take steps to ensure that the lack of English language skills will not be a barrier to admission and participation in the District's CTE program. (20 USC 2354; 34 CFR 100.B)~~

School and Community Involvement

~~The Board shall appoint a CTE advisory committee to develop recommendations on the District's CTE program and to serve as a liaison between the District and potential employers. The committee shall consist of at least one student; teacher; business representative; industry representative; school administration; member of the general public knowledgeable about the disadvantaged; and representative of the field office of the California Employment Development Department. (Education Code 8070)~~

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

~~The District also shall involve parents/guardians; students; academic and CTE teachers; administrators; career guidance and academic counselors; representatives of tech prep consortia if applicable; business and industry members; labor organizations; special populations; and other interested individuals in the development, implementation, and evaluation of CTE programs. (20 USC 2354)~~

Program Evaluation

~~The Board shall monitor the achievement of students participating in the District's CTE program in order to determine the need for program improvements. The Superintendent or designee shall annually report to the Board and the California Department of Education on program enrollment and completion rates, including enrollment and completion of programs in nontraditional fields as defined in 20 USC 2302; student academic assessment results; attainment of career and technical skill proficiencies; attainment of a high school diploma or equivalent; graduation rates; and subsequent placement in postsecondary education or advanced training, military service, or employment. Data shall be disaggregated, in accordance with 20 USC 2323, by race, ethnicity, gender, disability status, migrant status, English proficiency, and economic disadvantaged status and for each special population as defined in 20 USC 2302 and listed in the section "Nondiscrimination" above.~~

~~(cf. 0500—Accountability)
(cf. 6162.5—Student Assessment)
(cf. 6162.51—Standardized Testing and Reporting Program)
(cf. 6162.52—High School Exit Examination)
(cf. 6190—Evaluation of the Instructional Program)~~

CAREER TECHNICAL EDUCATION (cont.)

Legal Reference:

EDUCATION CODE

1205 Classification of counties
17078.70-17078.72 Career Technical Education Facilities
33430-33432 Health Science and Medical Technology Grants
35168 Inventory of equipment
41540-41544 Targeted Instructional Improvement Block Grant
44257.3 CTC recognition of study in linked learning teaching methods
44260-44260.1 Designated Subjects Career Technical Education Credential
44260.9 Designated Subject Career Technical Education Credential
48430 Legislative Intent; Continuation Education Schools and Classes
48980 Parental Notifications
511220-51230 Courses of Study, Grades 7-12
51760-51769.5 Work Experience Education
52060-52077 Local control and accountability plan
52300-52499.66 Career Technical Education
52519-52520 Adult Education, Occupational Training
53010-53016 California Career Pathways Trust
53020-53025 Golden State Pathways Program
53070-53076.4 The California Career Technical Education Incentive Grant Program
53086 California Career Resource Network
54690-54699.1 California Partnership Academies
54750-54760 California Partnership Academies, green technology and goods movement occupations
56363 Related Services for Students with Disabilities; Specially Designed Career Technical Education
66205.5-66205.9 Approval of Career Technical Education Courses for Admission to California College
8006-8155 Career technical education
88500-88551 Community College Economic and Workforce Development Program

GOVERNMENT CODE

54950-54963 The Ralph M. Brown Act

LABOR CODE

3070-3099.5 Apprenticeships
3110-3112.1 Apprenticeship Innovation Funding Program
3120-3122.4 Youth Apprenticeship

CODE OF REGULATIONS, TITLE 5

1635 Credit for Work Experience Education
3051.14 Specially Designed Career Technical Education for Students with Disabilities
10070-10075 Work Experience Education
10080-10092 Community Classrooms
10100-10111 Cooperative Vocational Education
11500-11508 Regional Occupational Centers and Programs
11535-11538 Career Technical Education Contracts with Private Postsecondary Schools
11610-11611 Regional Adult and Vocational Education Councils

CODE OF REGULATIONS, TITLE 8

200-240 Apprenticeships

UNITED STATES CODE, TITLE 20

2301-2414 Strengthening Career and Technical Education for the 21st Century Act
6301-6578 Improving the Academic Achievement of the Disadvantaged

CAREER TECHNICAL EDUCATION (cont.)

CODE OF FEDERAL REGULATIONS, TITLE 34

100 Appendix B Guidelines for Eliminating Discrimination in Career Technical Education Programs 104.1-104.39 Section 504 of the Rehabilitation Act of 1973
106.1-106.61 Discrimination on the Basis of Sex, Effectuating Title I

Management Resources:

CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS

The Linked Learning Approach to High School Reform, Governance Brief, January 2014

A Governance Perspective: Interviews with School Board Members from the Nine Linked Learning Initiative School Districts, March 2014

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATION

California Career Technical Education Model Curriculum Standards, Grades Seven Through Twelve, January 2013

Career Technical Education Framework for California Public Schools, Grades Seven Through Twelve, January 2007

Multiple Pathways to Student Success: Envisioning the New California High School, 2010

WEBSITES

California School Boards Association District and County Office of Education Legal Services:

<https://legalservices.csba.org/>

U.S. Department of Education, Office of Vocational and Adult Education:

www.ed.gov/about/offices/list/ovae/pi/cte/index.html

U.S. Department of Labor, Bureau of Labor Statistics: <http://www.bls.gov/>

California Department of Education, Career Technical Education: www.cde.ca.gov/ci/ct

California Workforce Development Board: www.cwdb.ca.gov/

Association for Career and Technical Education: www.acteonline.org

California Association of Regional Occupational Centers and Programs: www.carocp.org

California Career Resource Network: www.californiacareers.info

California Department of Industrial Relations: www.dir.ca.gov

University of California, A-G Course Submissions: <https://hs-articulation.ucop.edu/guide/update-your-a-g-list/submitting-courses>

Commission on Teacher Credentialing: www.ctc.ca.gov

Chino Valley Unified School District

Policy adopted: August 21, 1997

Revised: June 18, 2009

Revised: November 1, 2012

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 1, 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

\$4,877,851.48 to all District funding sources.

NE:GJS:kc

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 1, 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:kc

BOARD OF EDUCATION	FISCAL IMPACT
BOE-2223-001 Orbach Huff & Henderson LLP To provide legal counsel services. Submitted by: Board President, Sonja Shaw Duration of Agreement: May 23, 2023 - June 30, 2024	Contract amount: Per Rate Sheet Funding source: General Fund

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-2223-164 ATvantage LLC. To provide summer session athletic trainer substitute. Submitted by: Don Lugo HS Duration of Agreement: June 13, 2023 - July 31, 2023	Contract amount: \$4,970.00 Funding source: ASB/Athletics
CIIS-2324-039 Exym, LLC. To provide HIPAA compliant electronic health record to maintain clinical charting. Submitted by: Health Services/Behavioral Health Cntr Duration of Agreement: July 1, 2023 - March 30, 2025	Contract amount: Per Rate Sheet Funding source: School Site Budget
CIIS-2324-040 Zoom Video Communications, Inc. To provide HIPAA/FERPA compliant telehealth communications. Submitted by: Health Services/Behavioral Health Cntr Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: Per Rate Sheet Funding source: School Site Budget
CIIS-2324-041 Open Text Inc. To provide RightFax Connect 5-year contract, annual payment \$4,800.00. Submitted by: Technology Duration of Agreement: July 1, 2023 - June 30, 2028	Contract amount: \$24,000.00 Funding source: General Fund
CIIS-2324-042 Dianne Vargas. To provide suicide prevention, intervention, and postvention strategies. Submitted by: Special Education/Behavior Intervention Duration of Agreement: September 26, 2023 - February 7, 2024	Contract amount: \$1,100.00 Funding source: LCAP
CIIS-2324-043 Multi-Health Systems, Inc. To provide online access to test materials, scoring, and reports for Psychologists and Behavior Intervention Program. Submitted by: Special Education Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: \$25,000.00 Funding source: Special Education
CIIS-2324-044 GTSoft Inc. To provide software for collecting payments for PREP Preschools. Submitted by: Special Education Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: \$7,000.00 Funding source: Special Education

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-2324-045 Psychological Assessment Resources dba PAR, Inc. To provide license for online scoring reports and tests for psychologists. Submitted by: Special Education Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: \$1,000.00 Funding source: Special Education
CIIS-2324-046 San Bernardino County Superintendent of Schools. To provide TUPE peer leadership student and faculty training on tobacco and advocacy. Submitted by: Health Services/TUPE Grant Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: \$1,500.00 Funding source: CDE TUPE Grant
CIIS-2324-047 City of Chino. To provide tobacco prevention education and cessation. Submitted by: Health Services/TUPE Grant Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: \$43,350.29 Funding source: CDE TUPE Grant 6690
CIIS-2324-048 California Health Collaborative. To provide assemblies/rallies, community presentations, professional development, and support. Submitted by: Health Services/TUPE Grant Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: None Funding source: None
CIIS-2324-049 Susanne B. Montgomery. To provide consultant/evaluation services. Submitted by: Health Services/TUPE Grant Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: \$25,000.00 Funding source: CDE TUPE Grant
CIIS-2324-050 Prevention Plus. To provide assemblies for tobacco, vaping, and drug prevention education. Submitted by: Health Services/TUPE Grant Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: \$6,822.00 Funding source: CDE TUPE Grant
CIIS-2324-051 Paradigm Healthcare Services, LLC. To provide LEA and MAA Medi-Cal billing services. Submitted by: Health Services/LEA Program Duration of Agreement: July 1, 2023 - June 30, 2028	Contract amount: Per Rate Sheet Funding source: LEA Grant
CIIS-2324-052 San Bernardino County Department of Behavioral Health. To provide school-aged treatment services (SATS). Submitted by: Health Services/Behavioral Health Duration of Agreement: July 1, 2023 - June 30, 2028	Contract amount: \$4,167,165.00 Funding source: General Fund

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-2324-053 San Joaquin County Office of Education (SEIS). To provide SIS/SEIS integration - SEIS to Aeries communication to upload student information. Submitted by: Special Education Duration of Agreement: July 1, 2023 - June 30, 2026	Contract amount: \$18,000.00 Funding source: Special Education
CIIS-2324-054 Communicaid, Inc. To provide translation and interpreting services. Submitted by: Special Education Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: Per Rate Sheet Funding source: Various
CIIS-2324-055 EverDriven Technologies. To provide transportation for special education students. Submitted by: Special Education Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: Per Rate Sheet Funding source: Special Education
CIIS-2324-056 Extensive Therapy Connection and Solution. To provide speech and language pathology. Submitted by: Special Education Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: Per Rate Sheet Funding source: Special Education
CIIS-2324-058 Pristine Rehab Care LLC. To provide speech and language pathology, and occupational therapy. Submitted by: Special Education Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: Per Rate Sheet Funding source: Special Education
CIIS-2324-059 Procure Therapy. To provide nursing, SLP, psychologists, OT, ASL interpreters, paraprofessionals, BIP staff, and special education teachers. Submitted by: Special Education Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: Per Rate Sheet Funding source: Special Education
CIIS-2324-060 Russo, Fleck & Associates. To provide occupational therapy. Submitted by: Special Education Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: Per Rate Sheet Funding source: Special Education
CIIS-2324-061 The Stepping Stones Group, LLC. To provide Psychologists, BIP staff, nurses, interpreting, paraprofessionals, and special education teachers. Submitted by: Special Education Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: Per Rate Sheet Funding source: Special Education

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-2324-062 Sunbelt Staffing, LLC. To provide speech and language pathology, BCBA, psychologist, LVN/school nurses, translation services, paraprofessionals, and special education teachers. Submitted by: Special Education Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: Per Rate Sheet Funding source: Special Education
CIIS-2324-063 Soliant Health, LLC. To provide psychologists, BIP staff, nurses, interpreting, paraprofessional, and special education teachers. Submitted by: Special Education Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: Per Rate Sheet Funding source: Special Education
CIIS-2324-064 Therapy Mantra, Inc To provide speech and language pathology. Submitted by: Special Education Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: Per Rate Sheet Funding source: Special Education
CIIS-2324-065 Zenith Rehabilitation Services, Inc To provide speech and language pathology. Submitted by: Special Education Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: Per Rate Sheet Funding source: Special Education
CIIS-2324-066 Ro Health, LLC To provide contracted preschool assessment services. Submitted by: Health Services Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: \$145,000.00 Funding source: LCAP
CIIS-2324-067 Bruber Financial Services, Inc dba Eleyo To provide annual renewal to Eleyo software for the 2023/2024 school year. Submitted by: Child Development Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: Per Rate Sheet Funding source: Various
CIIS-2324-068 SmartStar Solutions, LLC To provide tutoring for foster youth. Submitted by: Student Support Services Duration of Agreement: July 1, 2023 - June 3, 2024	Contract amount: \$5,000.00 Funding source: LCAP
CIIS-2324-069 Professional Tutors of America, Inc. To provide tutoring for foster youth. Submitted by: Student Support Services Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: \$15,000.00 Funding source: LCAP
CIIS-2324-070 Leading Edge Learning Center, LLC To provide tutoring for grades K-12. Submitted by: Student Support Services Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: \$20,000.00 Funding source: LCAP

FACILITIES, PLANNING, AND OPERATIONS	FISCAL IMPACT
F-2223-053 Bernard Litchfield Bricker dba Leading Edge Air Conditioning and Heating To provide consultant and project oversight services on HVAC projects. Submitted by: Maintenance & Operations Duration of Agreement: June 1, 2023 - June 30, 2024	Contract amount: Per Rate Sheet Funding source: ESSER
F-2324-017 Jamey Clark Inc. To provide Districtwide playground inspection, audit, and safety surface impact attenuation testing. Playground equipment maintenance and repair. Submitted by: Maintenance & Operations Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: Per Rate Sheet Funding source: General Fund
F-2324-018 EarlyBird Extermination Inc. To provide insect, rodent, and weed control/prevention. Submitted by: Maintenance & Operations Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: Per Rate Sheet Funding source: General Fund
F-2324-019 Executive Elevator, Inc. To provide District wide inspection and repair of wheelchair lifts and elevators. Submitted by: Maintenance & Operations Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: Per Rate Sheet Funding source: General Fund
F-2324-020 The Toro Company dba Rain Master Irrigation Systems To provide central irrigation control and ethernet service. Submitted by: Maintenance & Operations Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: Per Rate Sheet Funding source: General Fund

MASTER CONTRACTS	FISCAL IMPACT
MC-2324-001 Josten's Inc. To provide yearbook services for grades K-12. Submitted by: Purchasing Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: Per Rate Sheet Funding source: Various
MC-2324-002 #ICANHELP To provide leadership assemblies, training, and workshops. Submitted by: Don Lugo HS Duration of Agreement: July 1, 2023 - June 30, 2026	Contract amount: Per Rate Sheet Funding source: ASB/USB/PEP/PFA/PTA/Boosters
MC-2324-003 Juan Sedano dba Puro Pari Tacos To provide catering services. Submitted by: CIIS Duration of Agreement: July 1, 2023 - June 30, 2026	Contract amount: Per Rate Sheet Funding source: Various

SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS	FISCAL IMPACT
SBCSS 23/24-0151 San Bernardino County Superintendent of Schools To provide daily delivery and pick up of SBCSS correspondence and material from DFS to District. Submitted by: Purchasing Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: \$21,700.00 Funding source: General Fund

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 1, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Asst. Superintendent, Facilities, Planning & Operations
William Cary, Director, Transportation

SUBJECT: SCHOOL BUS PASS FEE ADJUSTMENT

=====

BACKGROUND

On February 27, 2003, the Board of Education approved the fee supplemented, home-to-school transportation program. Since that time, the school bus pass fee has been adjusted for inflation, rising fuel costs and overall increased transportation costs. The current fee is \$280.00.

In order to help offset cost increases, it is recommended to increase the annual fee by \$20.00 for a total fee of \$300.00 per school bus pass, effective July 1, 2023.

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

RECOMMENDATION

It is recommended the Board of Education approve the school bus pass fee adjustment.

FISCAL IMPACT

Estimated \$16,740.00 reduction to the General Fund encroachment in the 2023/2024 school year.

NE:GJS:wc

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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Humility • Civility • Service

DATE: June 1, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
Martin Silveira, Director, Maintenance 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	Completion Date
CC2023-64	Borba ES Emergency Tree Removal	Mission Landscape Co. Inc.	\$18,780.00	N/A	\$18,780.00	01	March 17, 2023

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

\$18,780.00 to General Fund 01.

NE:GJS:ms

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 1, 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 FOR BID NO. 19-20-32F, CHINO HS RECONSTRUCTION PHASE 2 (BP 21)

=====

BACKGROUND

On June 18, 2020, the Board of Education awarded Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 21) to Southern California West Coast Electric, 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	Southern California West Coast Electric, Inc.	\$132,785.00
	Previously Approved Change Orders:	\$296,030.05
	Bid Amount:	\$7,950,000.00
	Revised Total Project Amount:	\$8,378,815.05

The change order results in a net increase of \$132,785.00* 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.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 21).

FISCAL IMPACT

\$132,785.00 to Measure G Fund 21

*(CVUSD to be reimbursed by PBK Architects)

NE:GJS



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

CHANGE ORDER

Date: 05/04/2023 BID/ CUPCCAA #: 19-20-32F Change Order #: 002
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: Southern California West Coast Electric (BP#21)

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

ITEM NO. 1: Description: Provide Type K Light Fixtures in Theater
Reason: Design Change
Document Ref: ASI 29
Requested by: Architect
Change in Contract Sum: \$46,083
Time Extension: None

ITEM NO. 2: Description: Provide Revised Tennis Court Lighting
Reason: Design Change
Document Ref: CCD 168
Requested by: Architect
Change in Contract Sum: \$86,702
Time Extension: None

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

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT
FACILITIES & PLANNING
MAY 12 PM 1:15

CONTRACT SUMMARY

The original contract amount was:	\$7,950,000
Previously approved change order amount(s):	\$296,030.05
The contract amount will be increased by this Change Order:	\$132,785.00
The new contract amount including this change order will be:	\$8,378,815.05

The original contract completion date was:	04/28/2023
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:	04/28/2023

APPROVED BY:

Jeannie Stewart

Contractor

Jeannie Stewart

Signature

05/08/2023

Date

Kamal Israil

DSA Inspector of Record (if applicable)

Kamal Israil

Signature

05/08/2023

Date

Robert Lavey

Architect / Engineer (if applicable)

Robert Lavey

Signature

05/11/2023

Date

Robert Stewart

Construction / Project Manager

Robert Stewart

Signature

05/08/2023

Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

Samuel Sousa

CVUSD Project Manager

Samuel Sousa

Signature

5/12/23

Date

Director, Maintenance & Operations (if applicable)

Signature

Date

Beverly Beemer

Director, Planning (if applicable)

Beverly Beemer

Signature

5/12/2023

Date

Greg Stachura

Owner (Authorized Agent)

Greg Stachura

Signature

5/12/23

Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 1, 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. 20-21-09F, CHINO HS RECONSTRUCTION OFFSITE
IMPROVEMENTS (BP 1)**

=====

BACKGROUND

On June 3, 2021, the Board of Education awarded Bid No. 20-21-09F, Chino HS Reconstruction Offsite Improvements (BP 1) to Bogh Engineering, 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	Bogh Engineering, Inc.	(\$329,076.83)
Bid Amount:		\$1,985,000.00
Revised Total Project Amount:		\$1,655,923.17
Retention Amount:		\$82,796.16

The change order results in a net decrease of \$329,076.83 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 March 31, 2023.

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. 20-21-09F, Chino HS Reconstruction Offsite Improvements (BP 1).

FISCAL IMPACT

(\$329,076.83) to Measure G Fund 21.

NE:GJS



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

CHANGE ORDER

Date: 05/03/2023 BID/ CUPCAA #: 20-21-09F Change Order #: 001
Project Title: Chino High School Reconstruction – Off Site Improvements
Owner: Chino Valley Unified School District DSA Application #: n/a DSA File #: n/a
Architect: PBK Contractor: Bogh Engineering, Inc. (BP#1)

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: \$-171,006.21
Time Extension: None

ITEM
NO. 2: Description: Credit for de-scoped work on Park Place
Reason: City of Chino revised street standards
Document Ref:
Requested by: District
Change in Contract Sum: \$-260,030.62
Time Extension: None

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

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

CONTRACT SUMMARY

The original contract amount was: \$1,985,000.00

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

The contract amount will be increased/decreased by this Change Order: \$-431,036.83

The new contract amount including this change order will be: \$1,553,963.17

The original contract completion date was: 03/31/2023

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: 03/31/2023

APPROVED BY:

Lisa Venable
Contractor
Signature: 
Date: 05/04/2023

Kamal Israil
DSA Inspector of Record (if applicable)
Signature: 
Date: 05/05/2023

Robert Lavey
Architect / Engineer (if applicable)
Signature: 
Date: 05/05/2023

Robert Stewart
Construction / Project Manager
Signature: 
Date: 05/04/2023

Authorized Department Head (if applicable)
Signature: _____
Date: _____

Director, Technology (if applicable)
Signature: _____
Date: _____

Samuel Sousa
CVUSD Project Manager
Signature: 
Date: 5/8/23

Director, Maintenance & Operations (if applicable)
Signature: _____
Date: _____

Beverly Beemer
Director, Planning (if applicable)
Signature: 
Date: 5/12/2023

Greg Stachura
Owner (Authorized Agent)
Signature: 
Date: 5/12/23

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 1, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: LICENSE AGREEMENT BETWEEN CHINO VALLEY UNIFIED SCHOOL DISTRICT AND SPECTRUM CENTER, INC. FOR THE USE OF REAL PROPERTY FOR THE 2023/2024 SCHOOL YEAR

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BACKGROUND

The Chino Valley Unified School District, with the approval of the Board of Education, will continue the license agreement with Spectrum Center, Inc. for the 2023/2024 school year. The license grants a non-exclusive use of facilities for the purpose of operating a California certified private nonpublic school program. Spectrum Center, Inc. will provide a nonpublic school for students at the Alternative Education Center in Rooms 14, 15, 16, 19, 20, 21, 22, and 23.

Nonpublic schools provide “appropriate special educational facilities, special education or designated instruction and services required by the individual with exceptional needs when no appropriate public education program is available.” Spectrum schools recognize the diversity of our student populations and our students’ special needs and provide a full range of support services that complement the academic programs, life skills training and transition services. Spectrum offers all support services recommended through a student’s individualized education program.

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

RECOMMENDATION

It is recommended the Board of Education approve the license agreement between Chino Valley Unified School District and Spectrum Center, Inc. for the use of real property for the 2023/2024 school year.

FISCAL IMPACT

\$9,700.00 (plus utilities) charged to Spectrum Center, Inc. per month.

NE:GJS

LICENSE AGREEMENT BETWEEN
CHINO VALLEY UNIFIED SCHOOL DISTRICT
AND
SPECTRUM CENTER, INC.
FOR THE USE OF REAL PROPERTY

THIS LICENSE AGREEMENT (“License” or “Agreement”) is approved and entered into as of July 1, 2023 (“Effective Date”), by and between the **CHINO VALLEY UNIFIED SCHOOL DISTRICT**, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (the “LICENSOR”) and **SPECTRUM CENTER, INC.** a California Nonpublic Nonsectarian Certified School (the “LICENSEE”). LICENSOR and LICENSEE may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, LICENSOR is the owner of certain real property located at 15650 Pipeline Avenue, Chino Hills, CA commonly known as the Alternative Education Center site (“AEC Property”) as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference; and

WHEREAS, LICENSEE desires use of a portion of the AEC Property for operating its private nonpublic school program; and

WHEREAS, LICENSOR is willing to grant to LICENSEE this License for exclusive use of Classrooms 14, 15, 16, 19, 20, 21, 22, and 23 (“Exclusive Use Facilities”) at the AEC Property as well as shared use of the Multi-Purpose Room/Cafeteria, Kitchen, Staff Lounge, Athletic Fields, Paved Play-Space/Basketball Courts, Upper Playground, Restrooms in Buildings A, C, and G, sixty-nine (69) parking spaces, Covered Drop-off/ Pick-up area, and Common Hallways (“Shared Use Facilities”) at the AEC Property in accordance with the terms and conditions of this License;

WHEREAS, the Parties desire by this License to provide for the terms and conditions for the use of the AEC Property.

AGREEMENT

NOW, THEREFORE, the parties hereto for good and valuable consideration, covenant and agree as follows:

Section 1. Grant of License and Use of Shared and Exclusive Use Facilities.

(a) In consideration of the License Fee set forth in this Agreement, LICENSOR grants a non-exclusive license to LICENSEE to use Classrooms 14, 15, 16, 19, 20, 21, 22, and 23 ("Exclusive Use Facilities") at the AEC Property, as designated in **Exhibit B**, as well as shared use of the Multi-Purpose Room/Cafeteria, Kitchen, Staff Lounge, Athletic Fields, Paved Play-Space/Basketball Courts, Upper Playground, Restrooms in Buildings A, C, and G, Sixty-Nine (69) Parking Spaces in Front Parking Lot, Covered Drop-off/Pick-up area, and Common Hallways ("Shared Use Facilities") at the AEC Property, as designated in **Exhibit B**, for the sole purpose of operating LICENSEE's private nonpublic school program ("Program").

Section 2. License Fee

(a) **License Fee.** LICENSEE shall pay a fee of Nine Thousand Seven Hundred Dollars and Sixty Cents (\$9,700.00) per month, for eight (8) classrooms at rate of One Thousand Two Hundred Twelve Dollars and Fifty Cents (\$1,212.50) per classroom, as a License Fee for the use of the Shared Use Facilities and all the Exclusive Use Facilities. The first payment of \$9,700.00 is due upon execution of this Agreement and subsequent payments are due on or before the first of each month. If LICENSOR does not receive any such monthly payment of the License Fee or any other sum due from LICENSEE by 4:00 p.m. within ten (10) business days after such amount is due, LICENSEE shall pay to LICENSOR, as an additional License Fee, a late charge equal to ten percent (10%) of such overdue amount. LICENSEE acknowledges any late charge assessed shall represent a fair and reasonable estimate of the costs LICENSOR will incur by reason of late payment by LICENSEE. Acceptance of late sums by LICENSOR shall in no event constitute a waiver of LICENSEE's default with respect to any overdue amount, nor prevent LICENSOR from exercising any of its other rights and remedies granted hereunder.

(b) **Additional Classrooms.** LICENSEE will be charged One Thousand Two Hundred Twelve Dollars and Fifty Cents (\$1,212.50) per month for each exclusive use additional classroom added to the Facilities during the one-year Term of this Agreement.

(c) **Disputes.** If LICENSEE disputes any part of the License Fee, LICENSEE shall pay the undisputed portion per the terms provided in Section 2(a) above. LICENSOR and LICENSEE agree the first attempt to resolve the dispute is that LICENSEE shall prepare and send to LICENSOR a written notice of dispute of the License Fee with the following information (1) a statement of facts of the dispute and (2) specific resolution sought by LICENSEE, and within thirty (30) business days from receipt of the notice of dispute, LICENSOR's representatives shall prepare and send a written response to the dispute. If LICENSEE finds LICENSOR's written response agreeable, LICENSEE shall prepare and send a written notice indicating the dispute has been resolved. If LICENSEE disagrees with LICENSOR's written response, LICENSEE shall prepare a written request to informally meet with LICENSOR representatives to resolve the dispute until the dispute has been resolved. Upon resolving the dispute, LICENSEE shall pay LICENSOR the disputed part of the License Fee within three (3) business days.

Section 3. Term

(a) Subject to Section 10 of this License, the term of this License shall be one (1) year ("Term"), unless mutually extended in writing by both parties.

(b) The commencement date shall be July 1, 2023, and unless sooner terminated under any provision hereof, this License shall end on June 30, 2024.

Section 4. Conditions of Licensee's Use

(a) **Civic Center Act.** LICENSEE shall have use of the Shared Use Facilities and the Exclusive Use Facilities for the operation of its Program during its regular school hours; provided, however that after 4:00 PM during each week and all day on weekends and holidays, the AEC Property shall be subject to use by the public pursuant to the Civic Center Act (Education Code section 38130 *et seq.*) and/or any joint use or recreational program use that has been deemed appropriate by LICENSOR.

(b) **Non-Interference with LICENSOR Activities.** This License shall not grant LICENSEE the right to interfere with any activities of LICENSOR at the AEC Property. LICENSEE agrees that it will not engage in any conduct which has the purpose or effect of disrupting or undermining the operation of current programs' use of the AEC Property including the Alternative Education Center, the Chino Valley Learning Academy, and, the Hope Family Resource Center.

(c) **Rules of Conduct.** LICENSEE shall be responsible for implementing rules of public conduct for all students, staff, parent volunteers, and other invitees while on the AEC Property and for ensuring all of LICENSEE's students, staff, parent volunteers, and all other invitees always adhere to LICENSEE's standards of public conduct. There is to be no consumption of intoxicating beverages or other controlled substances, smoking, gambling, quarreling, fighting, use of profane language, or indecent exposure on or near the AEC Property. LICENSEE shall ensure its staff, volunteers, and visitors wear identification badges with the word "Spectrum" in a prominent font color and type at all times during LICENSEE's use of the Shared Use Facilities.

(d) **Supervision and Safety.** It shall be the ongoing responsibility of LICENSEE to make continuing efforts to maintain control and supervision of all its students, staff, parent volunteers and other invitees at all times. LICENSEE shall employ staff as may be reasonably necessary to safely operate LICENSEE's Program. All LICENSEE students at the AEC Property shall be accompanied by a LICENSEE employee at all times. LICENSEE shall designate one or more representatives at the AEC Property to be a person of authority in LICENSEE's operational structure and shall ensure that at least one such representative is present and available at the AEC Property during all hours of Program operations. LICENSEE shall complete the requested 24-hour contact information in **Exhibit C**, and return to LICENSOR by July 1, 2023.

(e) **Security: Locks – Keying and Access Authorization.** LICENSEE and LICENSOR acknowledge that LICENSOR is responsible for ensuring the security of the AEC Property through security systems and devices, including, but not limited to locks and gates. LICENSEE is required at all times to maintain the security of the AEC Property by the proper use of all of LICENSOR's security systems. LICENSOR shall retain sole discretion and authority to determine lock style, types of gates, and key/code authorizations at the AEC Property and LICENSEE's Shared Use Facilities and Exclusive Use Facilities. LICENSOR shall provide LICENSEE with one or more set of keys necessary to access the AEC Property, the Shared Use Facilities and Exclusive Use Facilities. Prior to the handing over of any keys to LICENSEE, LICENSEE shall deposit with LICENSOR \$500.00 for each set of keys it is provided with. LICENSOR shall return the deposit, less any costs for lost keys, to the LICENSEE within ten (10) business days of termination of the Agreement. LICENSOR may require that LICENSEE return all keys issued to LICENSEE at any time.

(f) **Utilities.** LICENSEE shall be responsible for payment of utility services costs during LICENSEE's use of the Shared Use Facilities and the Exclusive Use Facilities during the Term. LICENSOR shall secure all necessary utility services (such as water, sewer, power, gas, pest management and insect control, security monitoring/alarm, fire extinguisher maintenance, etc.) and bill LICENSEE monthly for its proportionate share of utility services in the amount of \$2.25 per square foot (8 classrooms @ 960 square feet each = 7,680 square feet x \$2.25 / 12 months = \$1,440.00 per month). The utility services bill is in addition to the monthly license rate of \$1,212.50 per classroom. Said invoice shall itemize LICENSEE's share of the total costs of utility services. LICENSEE shall promptly pay to LICENSOR its share of such utility costs within thirty (30) business days of receipt of such invoice from LICENSOR. LICENSEE shall also be invoiced at the rate of \$25.00 per student per year for access to LICENSOR's data lines which provide Internet service. LICENSEE shall secure phone services at its own cost.

(g) **Access/Scheduling.** LICENSEE will have access to its Exclusive Use Facilities between 6:00 a.m. and 6:00 p.m. on Monday through Friday and may use Shared Use Facilities during designated times. A proposed daily schedule for LICENSEE's use of Shared Use Facilities is attached as **Exhibit D**. LICENSEE may request use of Shared Use Facilities outside of the designated times by submitting a written request to the LICENSOR at least seven (7) business days in advance of the proposed use. LICENSOR may allow or deny such request at its sole discretion.

(h) **Schedule of Use for Shared Use Facilities.** LICENSOR will confer in good faith with LICENSEE to reach a mutually acceptable schedule for LICENSEE's use of Shared Use Facilities after execution of this Agreement. The proposed schedule in **Exhibit D** for Shared Use Facilities is subject to change based on the LICENSOR's Alternative Education Center program use of Shared Use Facilities during the 2023-2024 school year. Once a schedule of use for Shared Use Facilities is approved by LICENSOR after execution of this Agreement, LICENSEE shall maintain a copy of the schedule of use for Shared Use Facilities in LICENSEE's office within LICENSEE's Exclusive Use Facilities, and LICENSOR shall maintain a copy of the Shared Use Facilities schedule in LICENSOR's Alternative Education Center's office.

(i) **Conditions for Shared Use Facilities.** LICENSEE shall be responsible for ensuring that all Shared Use Facilities remain clean, in good condition, and in working order after each scheduled use. LICENSEE shall not at any time allow its students, parents, volunteers, or visitors to occupy any part of the Shared Use Facilities without a LICENSEE employee present to supervise. LICENSEE shall not allow its students, employees, volunteers, parents, or visitors to access any portion of the AEC Property that is not specifically allocated for LICENSEE's shared use in this Agreement.

1. **Upper Playground.** LICENSOR shall allow LICENSEE shared use of the Upper Playground but only during designated times. LICENSEE shall ensure student safety at all times when using the Upper Playground, including if applicable, monkey bars, rings, or ladders.
2. **Athletic Fields.** LICENSOR shall allow LICENSEE shared use of the Athletic Fields during the specified times as provided for in **Exhibit D**. LICENSEE shall not remove any of LICENSOR's athletic field equipment from the Athletic Fields.
3. **Paved Play-Space/Basketball Courts.** LICENSOR shall allow LICENSEE shared use of the Paved Play-Space/Basketball Courts during the specified times as provided for in **Exhibit D**. LICENSEE shall not remove any of LICENSOR's play-space equipment from the Paved Play-Space/Basketball Courts.
4. **Sixty-Nine (69) Parking Spaces in Front Parking Lot.** LICENSOR shall allow LICENSEE shared use of the Sixty-Nine (69) Parking Spaces in the Front Parking Lot. LICENSEE agrees that it will not at any time reserve spaces in the Front Parking Lot for LICENSEE's exclusive use. LICENSEE shall not abandon any inoperative vehicles or equipment on any portion of the Front Parking Lot.
5. **Restrooms in Buildings A, C, and G.** LICENSOR shall allow LICENSEE shared use of Restrooms in Buildings A, C, and G. LICENSEE shall immediately report to the Director of Alternative Education Center or his or her designee any unsanitary or unsafe conditions any LICENSEE employees observe in these Restrooms during school hours.
6. **Covered Drop-off/Pick-up.** LICENSOR shall allow LICENSEE shared use of the Covered Drop-off/Pick-up area, located in between Buildings D and G in the Front Parking Lot, only during designated times as provided for in **Exhibit D**. LICENSEE agrees that it will instruct all parents and guardians that once parents and guardians enter the Front Parking Lot from Pipeline Ave, students will only be dropped-off and picked-up at the Covered Drop-Off/Pick-Up Area. LICENSEE agrees that it will ensure its

employees supervise all of LICENSEE's students at all times during drop-off and pick-up at the designated area and at designated times.

7. **Common Hallways.** LICENSOR shall allow LICENSEE students shared use of the Common Hallways, but only to the extent necessary, for ingress and egress to Shared Use Facilities described above, and only when supervised at all times by a LICENSEE employee.

(j) **Conditions for Exclusive Use Facilities.** LICENSEE shall be responsible for ensuring that all Exclusive Use Facilities (Classrooms 14, 15, 16, 19, 20, 21, 22, and 23) remain in good condition, clean, and in working order during LICENSEE's use.

(k) **School Hours: Holiday/Break Schedule.** LICENSEE shall complete the requested school hours and holiday/break schedule in **Exhibit C** and provide LICENSOR with the requested information after execution of this Agreement on or before July 1, 2023. If there are any changes to LICENSEE's school hours and/or its holiday/break schedule, LICENSEE shall provide the new hours and/or its holiday/break schedule within seven (7) business days to LICENSOR.

(l) **Meetings.** LICENSEE may submit a written request for a meeting with the Director of Alternative Education Center as necessary to discuss scheduling, calendaring, upcoming events and/or any other operational issues that may arise with LICENSEE's shared use space. When an emergency arises that involves LICENSEE students' use of Shared Use Facilities, LICENSEE may contact the Director of Alternative Education Center by phone and/or submit a written request for an emergency meeting by email.

(m) **Entrance to Facilities.** LICENSEE shall be responsible for ensuring all of its students, parents, volunteers, and visitors utilize one main gate for entry and exit to LICENSEE's Exclusive Use Facilities from the Front Parking Lot, depicted with a "Y" as LICENSEE's Main Entrance and Exit in **Exhibit B**.

(n) **Emergency Procedures/Drills.** LICENSOR shall provide LICENSEE with LICENSOR's emergency, evacuation, and security procedures to be followed at all times by LICENSEE on all areas of the AEC Property. LICENSEE's site supervisor shall meet with the Director of Alternative Education during August 2019 to identify and discuss dates throughout the year for emergency procedures/ drills. LICENSEE employees and students shall cooperate with and participate in all LICENSOR's lockdowns, emergency drills, and fire drills required by LICENSOR at the AEC Property.

(o) **Student Discipline.** The Director of Alternative Education will collaborate with Spectrum Center site supervisor to resolve student disciplinary issues that involve students and/or property of LICENSEE and LICENSOR, the Alternative Education Center, and the Chino Valley Learning Academy, according to LICENSOR's Board

Policies and Administrative Regulations regarding student discipline. LICENSOR shall have no legal responsibility at any time for the control or the discipline of any of LICENSEE's students.

(p) **Maintenance of Facilities.** LICENSOR shall maintain and perform major maintenance and repairs to LICENSEE's Shared Use Facilities and Exclusive Use Facilities to the same standard as the AEC Property. However, LICENSEE shall be responsible for and shall pay for any repairs or replacements of any character whatsoever which are occasioned or are made necessary by reason of the negligence or misuse of its Exclusive Use Facilities by LICENSEE's students, employees or invitees. LICENSEE shall notify LICENSOR immediately of any such damage caused to the Shared Use Facilities and the Exclusive Use Facilities. If LICENSEE fails to maintain or repair its Exclusive Use Facilities, LICENSOR may, at LICENSOR's sole discretion, undertake any maintenance or repair of the Exclusive Use Facilities and LICENSEE shall reimburse LICENSOR for the costs of such repairs or maintenance within thirty (30) business days of invoice by LICENSOR.

(q) **Clean-up of Facilities.** LICENSOR shall be responsible for the clean-up of the Shared Use Facilities and the Exclusive Use Facilities, and any other portion of the AEC Property used by the LICENSEE at the close of each and every day. The cost to LICENSOR for these efforts shall be included in the monthly license charge to LICENSEE. Additionally, under no circumstances during the term of this License shall LICENSEE use or cause to be used in the Shared Use Facilities and the Exclusive Use Facilities any hazardous or toxic substances or materials, and under no circumstance during the term of this License shall LICENSEE store or dispose of any such substances or materials on the Shared Use Facilities and the Exclusive Use Facilities. All cleaning agents brought onto the AEC Property by LICENSEE must conform to LICENSOR's existing list of permissible cleaning agents. In the event LICENSOR becomes aware of any hazardous or toxic substances or unapproved cleaning agents stored within the AEC Property used by LICENSEE, LICENSOR may dispose of said cleaning agents at its discretion and at no cost to LICENSOR.

(r) **Alterations, Additions, and Improvements.** LICENSEE shall have no right to make any alterations and additions to the Shared Use Facilities and the Exclusive Use Facilities at the AEC Property, or to construct or install any improvements to the Shared Use Facilities and the Exclusive Use Facilities at the AEC Property without receiving the prior written consent of the LICENSOR, and if required, the Division of the State Architect ("DSA"). Unless otherwise specified in this Agreement, such written consent shall be obtained exclusively from the LICENSOR's Superintendent or designated representative, and consent obtained from any other source shall be invalid. LICENSOR's approval of any alterations, additions, and improvements, including the construction schedule and work hours, shall be at the LICENSOR's sole and absolute discretion. LICENSOR shall not be required by LICENSEE to make any alterations or improvements to the AEC Property or to the LICENSEE's Shared or Exclusive Use Facilities during the term of this Agreement.

(s) **Assumption of Risk.** LICENSEE acknowledges and agrees that by LICENSEE's use of the AEC Property, LICENSEE assumes all risk of loss or damage to property, including, without limitation, property damage, and all risk of personal injury, including but not limited to death, attributable to any cause other than the gross negligence or unlawful conduct of LICENSOR. LICENSEE further agrees that it is familiar with the condition of the AEC Property and the suitability of the AEC Property for LICENSEE's intended use and knowingly accepts the AEC Property on an "AS-IS" "WHERE-IS" basis. The Shared Use Facilities and the Exclusive Use Facilities are provided in as-is condition and LICENSOR makes no representation or warranty of any kind regarding the condition of the Facilities. LICENSEE forever releases LICENSOR, its agents, directors, officers or employees from and against any and all of LICENSEE's claims, causes of action, liabilities and expenses arising out of or relating to any such loss, damage, or injury. LICENSOR, its agents, directors, officers or employees shall not be responsible or liable for loss or damages by reason of fire, theft, collision or any other cause to parked vehicles or their contents, provided no unlawful act of LICENSOR or its employees resulted in the loss or damages. This is a license. No bailment is created. LICENSOR's employees are not authorized to change, or accept changes to, the terms contained herein.

(t) **Access.** LICENSEE shall permit LICENSOR, its agents, representatives or employees, to enter upon LICENSEE's Exclusive Use Facilities as agreed herein for the purpose of inspecting same or to make repairs, alterations, or additions to any portion of the AEC Property. LICENSEE shall attempt to give reasonable notice where practicable but shall not be obligated to do so in the event of emergency or imminent threat to health or safety of occupants, or circumstances that risk further imminent damage or destruction to the AEC Property, or jeopardize the operation of the AEC Property including, but not limited to, the safety and sanitary condition of the AEC Property.

(u) **Program Costs/Supplies/Equipment.** All LICENSEE program costs, supplies, furniture, and/or equipment shall be the sole cost and responsibility of LICENSEE. Upon termination of this Agreement, LICENSEE shall remove all of LICENSEE's supplies, furniture, and/or equipment from the AEC Property at no cost to LICENSOR.

(v) **Signs.** LICENSEE shall not have the right to place, construct or maintain any sign, advertisement, awning, banner, or other external decorations on the buildings or other improvements that are a part of the AEC Property without LICENSOR's prior written consent, which consent may be withheld or conditioned at LICENSOR's discretion.

(w) **No LICENSOR Affiliation/Endorsement.** LICENSEE shall not imply, indicate or otherwise suggest that the LICENSEE's Program and/or any related activities are connected or affiliated with, or are endorsed, favored or supported by, or are opposed by the LICENSOR. No signage, flyers or other material may reference the LICENSOR, any school name, logo or mascot, except to indicate the location of Program.

Section 5. Insurance

(a) **Public Liability and Property Insurance.** LICENSEE agrees to maintain in full force and effect during the Term of the License a suitable policy or policies of public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with LICENSEE's use of the Shared Use Facilities and the Exclusive Use Facilities. Such insurance shall be in amounts not less than one million (\$1,000,000) per occurrence; three million (\$3,000,000) for general aggregate and one million (\$1,000,000) for property damage.

(b) **Automobile Liability.** LICENSEE also agrees to maintain in full force and effect with regard to any LICENSEE owned vehicles which LICENSEE brings onto the AEC Property a policy for all owned, non-owned, borrowed, leased or hired automobiles in an amount not less than one million (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including: blanket contractual, broad form property damage, products/completed operations; and personal injury during the Term of the License.

(c) **Workers' Compensation.** LICENSEE shall also maintain, in full force and effect during the Term of this License, Workers' Compensation Insurance in accordance with the laws of California, and employers' liability insurance with a limit of not less than one million (\$1,000,000) per employee and one million (\$1,000,000) per occurrence.

(d) **Notice: Additional Named Insured.** All insurance required under this Agreement shall be issued as a primary policy and contain an endorsement requiring thirty (30) business days written notice from the insurance company to both parties hereto before cancellation or change in coverage, scope or amount of any policy. LICENSOR, its Board of Education, directors, officers, agents, employees, and consultants, shall be designated as additional named insured.

(e) **Insurance Endorsements.** Concurrent with the execution of the License and prior to any use by LICENSEE of the Shared Use Facilities and the Exclusive Use Facilities, LICENSEE will provide LICENSOR with an endorsement(s) verifying such insurance and the terms described herein. LICENSEE shall not be allowed any use of the Shared Use Facilities and the Exclusive Use Facilities until it has provided all required insurance documentation to LICENSOR.

(f) **Expiration/Cancellation of Insurance Policies.** LICENSEE shall, at least twenty (20) business days prior to the expiration of all such policies, furnish LICENSOR with renewals or binders. No such policy shall be cancelled or subject to reduction of coverage or other modification or cancellation except after thirty (30) business days prior written notice to LICENSOR by the insurer.

(g) **Coverage.** LICENSEE shall maintain applicable insurance based upon coverage for the number of persons employed by LICENSEE. LICENSEE shall

provide LICENSOR with written notice of the number of employees that LICENSEE's insurance covers and the number of employees employed by LICENSEE at the AEC property quarterly on September 30, 2023, December 30, 2023, March 31, 2024, and May 30, 2024.

(h) **Additional Coverage**. LICENSOR may, at its discretion, require additional insurance coverage or additional limits based upon the nature of LICENSEE's activities. Any waiver or modification of these insurance requirements can only be made with the prior written approval of the CVUSD Superintendent or designee.

(i) **Waiver of Subrogation**. LICENSOR and LICENSEE each hereby waive any and all rights of recovery against the other or against the officers, employees, agents, and representatives of the other, on account of loss or damage occasioned to such waiving Party or its property or the property of others under its control to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of such loss or damage. LICENSEE shall, upon obtaining the policies of insurance required under this Agreement, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Agreement.

Section 6. Indemnification

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

1. Any default by LICENSEE in the observance or performance of any of the terms, covenants, or conditions of this Agreement on LICENSEE's part to be observed or performed; and
2. The use or occupancy of the shared or exclusive use space at the AEC Property by LICENSEE or any person claiming by, through or under LICENSEE or LICENSEE's employees, agents, representatives, contractors, directors, officers, partners, trustees, volunteers, visitors or invitees, successors and/or assigns or any such person in, on or about the AEC Property

either prior to, during, or after the expiration of the Term of this Agreement (“Liability” or “Liabilities”); and

3. Any claim by a third party that LICENSOR is responsible for any actions of LICENSEE in connection with any use of the AEC Property or in any way related to this Agreement.

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

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

1. Any default by LICENSOR in the observance or performance of any of the terms, covenants, or conditions of this Agreement on LICENSOR’s part to be observed or performed; and
2. The use or occupancy of the shared or exclusive use space at the AEC Property by LICENSOR or any person claiming by, through or under LICENSOR or LICENSOR’s board members, employees, agents, representatives, contractors, licensees, directors, officers, partners, trustees, volunteers, visitors or invitees, successors and/or assigns or any such person in, on or about the AEC Property either prior to, during, or after the expiration of the Term of this Agreement (singularly “Liability” or collectively “Liabilities”); and
3. Any claim by a third party that LICENSEE is responsible for any actions of LICENSOR in connection with any use or occupancy of the AEC Property or in any way related to this Agreement.

LICENSOR’s obligation to defend LICENSEE and the other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of

any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

(c) The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

Section 7. Damage/Destruction

LICENSOR shall not be liable for any damage, destruction, injury or death resulting from or arising in connection with the exercise of this License by LICENSEE or any person or entity claiming through LICENSEE, or any of LICENSEE's agents, employees, contractors, invitees, or visitors.

Section 8. Notice

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

If to LICENSOR: Chino Valley Unified School District
Assistant Superintendent, Facilities, Planning, and
Operations
5130 Riverside Drive
Chino, CA 91710

If to LICENSEE: Spectrum Center, Inc.
c/o ChanceLight
Attention: Kyle Farris
1321 Murfreesboro Pike, Suite 702
Nashville, TN 37217

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

Section 9. Compliance with All Laws

(a) LICENSEE shall comply with all requirements of all governmental authorities, in force either now or in the future, affecting the AEC Property. LICENSEE shall, at all times during its use of the AEC Property, comply with all laws, regulations and ordinances of all such authorities, in force either now or in the future, including, without limitation, all applicable federal, state and local laws, regulations, and ordinances pertaining to air and water quality, hazardous material, waste disposal, air pollution and all other environmental matters, and the California Environmental Quality Act. LICENSEE

shall be responsible for obtaining and maintaining throughout the Term of the Agreement all required permits, licenses, approvals from any local, state, or federal agency for LICENSEE's use of the AEC Property and LICENSEE's operation of its Program.

(b) LICENSEE shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements required by Education Code section 45125.1 and other applicable laws for all LICENSEE employees, contractors, vendors, agents and other individuals LICENSEE allows on the AEC Property. LICENSEE shall provide LICENSOR copies of all documentation associated therewith.

Section 10. Revocation/Termination

(a) **Revocation**. During the Term, this Agreement shall be revocable by LICENSOR at any time upon thirty (30) business days written notice, in the event LICENSOR decides in its sole discretion, that (1) LICENSOR requires use of the Shared Use Facilities and the Exclusive Use Facilities; (2) LICENSEE's use of all the Shared Use Facilities and the Exclusive Use Facilities is in violation of any provision of this Agreement.

(b) **Termination**. Either party may terminate this License for any or no reason, upon thirty (30) business days written notice to the other party at the address set forth herein. LICENSOR may terminate the Agreement immediately if LICENSOR determines, in its sole discretion that an unsafe or dangerous condition at the AEC Property exists and provides written notice of such termination to LICENSEE.

(c) **Effect of Termination**. Upon termination of this License, LICENSEE shall immediately vacate the Shared Use Facilities and the Exclusive Use Facilities and restore the Exclusive Use Facilities to its condition as of the Effective Date, within thirty (30) business days at the exclusive cost of LICENSEE unless LICENSOR provides written notice otherwise. If LICENSEE causes LICENSOR to terminate the Agreement, LICENSOR shall have the right to enter LICENSEE's Exclusive Use Facilities and remove all persons and personal property from the spaces, such property being removed and stored in a public warehouse or elsewhere at LICENSEE's sole cost and expense. Any payments made by LICENSEE shall be credited proportionately to the amounts owed by LICENSEE under this Agreement. No entry by LICENSOR shall prevent LICENSOR from later terminating this Agreement by written notice.

(d) **Reversion**. Upon revocation or termination of this Agreement, all of LICENSEE's rights to use the Shared Use Facilities and the Exclusive Use Facilities at the AEC Property and LICENSOR's furnishings and equipment thereon, if any, shall revert to LICENSOR. Upon revocation or termination of this Agreement, LICENSOR shall recoup the full rights and benefits of use of the Shared Use Facilities and the Exclusive Use Facilities at the AEC Property.

Section 11. Dispute Resolution

Notwithstanding anything in this Agreement to the contrary, disputes between LICENSEE and LICENSOR regarding this Agreement, including the alleged violation, or misinterpretation of this Agreement shall be resolved using the dispute resolution process identified below:

1. The Party initiating the dispute resolution process shall prepare and send to the other Party a Notice of Dispute that shall include the following information: (i) the name, addresses and phone numbers of designated representatives of the Party (the designated representatives must be employees of LICENSEE or LICENSOR); (ii) a statement of the facts of the dispute, including all information regarding the Parties' prior attempts to resolve the dispute; (iii) the specific sections of this Agreement that are in dispute; and (iv) the specific resolution sought by the Party.
2. Within twenty (20) business days from receipt of the Notice of Dispute the representatives from LICENSEE shall meet with representatives from LICENSOR in an informal setting to attempt to resolve the dispute.

Section 12. Official Representatives

The official representative for LICENSOR shall be Norm Enfield, Ed.D., Superintendent or his designee. The official representative for LICENSEE shall be Kyle Farris, Senior Vice President of Operations or his designee.

Section 13. Assignment

LICENSEE shall not assign this Agreement or any rights, benefits, liabilities and obligations hereunder, to any person or business entity. Any attempt by LICENSEE to assign this Agreement shall automatically terminate the Agreement.

Section 14. Employees/Independent Contractors

For purposes of this License, all persons employed by LICENSEE in the performance of services and functions with respect to this License shall be deemed employees of LICENSEE and no LICENSEE employee shall be considered as an employee of the LICENSOR under the jurisdiction of LICENSOR, nor shall such LICENSEE employees earn or accrue any LICENSOR pension, civil service, or other status while an employee of the LICENSEE. LICENSEE shall have no authority to contract on behalf of LICENSOR. It is expressly understood and agreed by both parties hereto that LICENSEE, while engaged in carrying out and complying with any terms of this License, is not acting as an agent, officer, or employee of LICENSOR.

Section 15. Independent Status

This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 16. Entire Agreement of Parties: Amendment

This License constitutes the entire understanding between the parties with respect to the subject matter thereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. The terms of this License shall not be altered in any way except in writing executed by both Parties.

Section 17. Legal Interpretation

The Parties expressly understand and agree that this License constitutes a non-exclusive license for LICENSEE's use of the Exclusive Use Facilities and the Shared Use Facilities at the AEC Property and LICENSEE agrees not to contest the validity of the form of this Agreement in any action or proceeding brought by LICENSEE against LICENSOR, or by LICENSOR against LICENSEE. LICENSEE acknowledges and agrees that a non-exclusive license is a valid form of agreement for LICENSEE's use of LICENSOR's AEC Property. This License shall be governed by the laws of the State of California. The Parties further agree any action or proceeding brought to enforce the terms and conditions of this Agreement shall be filed in the Superior Court of San Bernardino County, California. This License is not intended by the Parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. Should either Party be compelled to institute legal or other proceedings against the other for or on account of the other Party's failure or refusal to perform or fulfill any of the covenants or conditions of this License on its part to be performed or fulfilled, the Parties agree that the legal rules and principles applicable to licenses shall govern such actions or proceedings.

Section 18. Taxes

LICENSEE shall be liable for any and all taxes which may be levied or assessed upon the AEC Property which are attributable to LICENSEE's use under this Agreement. LICENSEE, understands and agrees that in accepting this Agreement, LICENSEE may be subject to such possible taxes and that payment of any such tax by LICENSEE shall not reduce any Fee due to LICENSOR hereunder and that such tax shall be the sole liability of and be paid by LICENSEE.

Section 19. Other Provisions

(a) **Waiver**. The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant,

condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

(b) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

(c) **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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

(e) **Severability.** Should any provision of this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such provision shall be severed, and the remaining provisions shall continue as valid, legal and enforceable.

(f) **Nondiscrimination.** In utilizing this License, LICENSEE shall not at any time discriminate against any person on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Penal Code section 422.55, including immigration status.

(g) **Incorporation of Recitals and Exhibits.** The Recitals and Exhibits A, B, C, and D are attached hereto and incorporated herein by reference.

(h) **Scanned/Electronic Signatures.** This Agreement may be executed and electronically transmitted to any other party by PDF, which PDF shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

(i) **Attorneys' Fees.** Each Party shall bear its own respective costs, expenses, and attorneys' fees in all matters or litigation concerning this Agreement.

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

IN WITNESS WHEREOF, the Parties hereto have executed this License Agreement on _____, 2023.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

By _____
Gregory J. Stachura Date
Assistant Superintendent

SPECTRUM CENTER, INC.
c/o Educational Services of America

By  _____ 5/11/2023
Kyle Farris Date
Senior Vice President of Operations

Approved and ratified on June 1, 2023, by the Chino Valley Unified School District Board of Education by the following vote:

AYES: _____

NOES: _____

Abstentions: _____

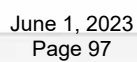
Norm Enfield Ed.D., Superintendent
Secretary of the Board of Education

DESCRIPTION OF PROPERTY

Legal Description: APNs #1030-041-02, 1030-041-02-W-000,
1030-041-02-W-001, 1030-041-02-W-002

Description: 15650 Pipeline Avenue in the City of Chino Hills

Alternative Education Center
15650 Pipeline Avenue, Chino Hills, CA



SPECTRUM CENTER INFORMATION FOR LICENSE AGREEMENT

I. SPECTRUM CENTER CONTACT INFORMATION

Executive Director/CEO

Name: Kyle M. Farris, Senior Vice President, Operations

Cell Phone: 213-595-8441

Office Phone: _____

E-mail: kyle.farris@chancelight.com

On-Site Principal or Administrator Next in Charge

Name: Shamon Gunn

Cell Phone: 909-680-2808

Office Phone: _____

E-mail: shamon.gunn@chancelight.com

On-Site Assistant Principal or Administrator Next in Charge

Name: _____

Cell Phone: _____

Office Phone: _____

E-mail: _____

II. SPECTRUM CENTER SCHOOL HOURS

Start of school: 8:25am

End of school: 2:25pm

III. SPECTRUM CENTER HOLIDAYS/BREAKS

List of Holidays/Breaks: 9/4, 11/16, 11/20-11/24, 12/15-1/2, 1/15, 2/12, 2/19, 3/25-4/4,
5/27-5/31, 6/19, 7/4

**PROPOSED
SCHEDULE FOR USE OF SHARED SPACE
AT THE
ALTERNATIVE EDUCATION CENTER**

SHARED SPACE	SCHEDULE
MPR/Cafeteria/Kitchen	Spectrum Lunch: 12:00 PM – 12:30 PM
Staff Lounge	Spectrum Use as needed
Upper Playground	Spectrum PE: 8:25 AM – 11:55 AM Lunch: 12:00 PM – 12:30 PM PE: 1:30 PM – Dismissal CVLA 12:35 PM – 1:25 PM
Athletic Fields	Spectrum 8:25 AM – 11:55 AM Lunch: 12:00 PM – 12:30 PM 1:30 PM – Dismissal CVLA 12:35 PM – 1:25 PM
Paved Play-Space/Basketball Courts	Spectrum 8:25 AM – 11:55 AM Lunch: 12:00 PM – 12:30 PM 1:30 PM – Dismissal CVLA 12:35 PM – 1:25 PM
Restrooms in Buildings A, C, and G	Spectrum Use as needed

**PROPOSED
SCHEDULE FOR USE OF SHARED SPACE
AT THE
ALTERNATIVE EDUCATION CENTER**

SHARED SPACE	SCHEDULE
Sixty-nine (69) Parking Spaces in the Front and Back Parking Lots	Spectrum Use as needed
Common Hallways	Spectrum Use as needed
Covered Drop-off and Pick-up Area	<p><u>DROP-OFF</u> Spectrum 8:00 AM – 8:25 AM</p> <p><u>PICK-UP</u> Spectrum 2:15 PM – 2:35 PM</p>

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 1, 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. 22-23-23F, GLENMEADE ES, LITEL ES, AND OAK RIDGE ES ADMINISTRATION RELOCATIONS – GROUP B

BACKGROUND

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

A Notice to Contractors Calling for Bids for Bid No. 22-23-23F, Glenmeade ES, Litel ES, and Oak Ridge ES, Administration Relocations – Group B, was published in the Inland Valley Daily Bulletin on April 14, 2023, and April 21, 2023. Bids were submitted at 2:00 p.m. on May 18, 2023. The results are as follows:

Bid Category	# of Bids Received	Low Bidder	Bid Amount
00 - Demolition	2	Integrated Demolition and Remediation, Inc.	\$590,000.00
3 - Concrete	3	KAR Construction, Inc.	\$1,129,000.00
6 - Rough Carpentry	3	Core Contracting, Inc.	\$1,053,548.00
7 - Gypsum & Plaster	2	Caston, Inc.	\$625,585.00
8 - Casework	3	Stolo Cabinets, Inc.	\$595,400.00
9 - Roofing	1	Best Contracting Services, Inc.	\$487,684.00
11 - Glass & Glazing	2	Queen City Glass, Inc.	\$294,400.00
12 - Ceramic Tile	1	Inland Pacific Tile, Inc.	\$208,000.00
13 - Acoustical	4	Southcoast Acoustical Interiors, Inc.	\$189,350.00
14 - Flooring	4	Pro Installation, Inc.	\$92,500.00
15 - Painting	2	Kramer Painting, Inc.	\$212,800.00
16 - Specialties	6	RVH Constructors, Inc.	\$989,000.00
17 - HVAC	3	Franklin Mechanical Systems, Inc.	\$771,000.00
18 - Plumbing	5	Fischer, Inc.	\$765,600.00
19 - Electrical	3	The Mike Cox Electric, Inc.	\$1,993,000.00
21 - Doors & Hardware	2	McKernan, Inc.	\$279,880.00

The basic scope of work for this project includes the construction of new administrative office buildings and all related systems such as demolition, concrete, roofing, electrical; plumbing; lighting; interior surfaces; cabinetry; HVAC; fire/life/safety systems; keyless access; and security systems.

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

RECOMMENDATION

It is recommended the Board of Education award Bid No. 22-23-23F, Glenmeade ES, Litel ES, and Oak Ridge ES, Administration Relocations – Group B, to Integrated Demolition and Remediation, Inc., KAR Construction, Inc., Core Contracting, Inc., Caston, Inc., Stolo Cabinets, Inc., Best Contracting Services Inc., Queen City Glass, Inc., Inland Pacific Tile, Inc., Southcoast Acoustical Interiors, Inc., Pro Installation, Inc., Kramer Painting, Inc., RVH Constructors, Inc., Franklin Mechanical Systems, Inc., Fischer, Inc., The Mike Cox Electric, Inc., and McKernan, Inc.

FISCAL IMPACT

\$10,276,747.00 to Measure G Building Fund 21.

NE:GJS:kc

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 1, 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. 22-23-31F, DON LUGO HS SOFFIT REPAIR

=====

BACKGROUND

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

A Notice to Contractors Calling for Bids for Bid No. 22-23-31F, Don Lugo HS Soffit Repair, was published in the Inland Valley Daily Bulletin on April 24, 2023, and May 1, 2023. Bids were submitted at 1:00 p.m. on May 19, 2023. The results are as follows:

Contractor	# of Bids Received	Low Bid
Kaston, Inc.	3	\$808,585.00

The basic scope of work for this project includes the construction of a new stucco covered soffit around the perimeter of the school, new exterior lighting, and fire sprinklers.

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

RECOMMENDATION

It is recommended the Board of Education award Bid No. 22-23-31F, Don Lugo HS Soffit Repair to Caston, Inc.

FISCAL IMPACT

\$808,585.00 to Measure G Building Fund 21.

NE:GJS:kc

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 1, 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. 22-23-32F, AYALA HS AND BRIGGS K8 PAINTING PROJECT

=====

BACKGROUND

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

A Notice to Contractors Calling for Bids for Bid No. 22-23-32F, Ayala HS and Briggs K8 Painting Project, was published in the Inland Valley Daily Bulletin on May 1, 2023, and May 8, 2023. Bids were submitted at 10:00 a.m. on May 24, 2023. The results are as follows:

Contractor	# of Bids Received	Low Bid Ayala HS
AM Painting, Inc.	5	\$369,400.00

Contractor	# of Bids Received	Low Bid Briggs K8
AM Painting, Inc.	5	\$115,400.00

The basic scope of work for this project includes the complete repainting of all exterior surfaces of Ayala HS and Briggs K8.

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

RECOMMENDATION

It is recommended the Board of Education award Bid No. 22-23-32F, Ayala HS and Briggs K8 Painting Project to AM Painting.

FISCAL IMPACT

\$484,800.00 to Measure G Building Fund 21.

NE:GJS:kc

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 1, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: 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:IB:ED:jw

CERTIFICATED PERSONNEL

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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CERTIFICATED MANAGEMENT PERSONNEL FOR THE 2022/2023 SCHOOL YEAR**RETIREMENT**

MORALES, Karen (32 years of service)	Principal-ES	Walnut ES	07/01/2023
INGULSRUD, Anne (21 years of service)	Director	Special Education	07/01/2023

RESIGNATION

HERRERA, Tina	Assistant Principal-ES	Oak Ridge ES	06/09/2023
RODRIGUEZ, Julian	Director	Secondary Curriculum and Instruction	06/30/2023

CERTIFICATED PERSONNEL FOR THE 2022/2023 SCHOOL YEAR**RETURNED FROM THE 39 MONTH REHIRE LIST**

CROW, Greg	Social Science Teacher	Chino Hills HS	05/23/2023
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RETIREMENT

NAKAWAKI, Sharon (26 years of service)	Elementary Teacher	Dickey ES	05/27/2023
BARBOUR, Robin (31 years of service)	Elementary Teacher	Briggs K-8	05/30/2023
DANIELS, Gregory (8 years of service)	Special Education Teacher	Townsend JHS	07/01/2023
MURPHY, Neil (25 years of service)	English Teacher	Chino Hills HS	05/26/2023

RESIGNATIONS

GONZALEZ, Andrea	Elementary Teacher	Dickson ES	06/30/2023
ROBINSON, La' Tesha	Special Education Teacher	Rhodes ES	06/30/2023
ROSENZWEIG, Debra	Social Science Teacher	Canyon Hills JHS	05/26/2023
POSTOVOIT, Maci	Social Science Teacher	Woodcrest JHS	05/26/2023
MANLEY, Jason	Psychologist	Special Education	06/08/2023

CHANGE OF RESIGNATION DATE

WANG, Julia	Elementary Teacher	Cal Aero K-8	05/26/2023
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CERTIFICATED PERSONNEL

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT - EXTRA DUTY</u>			
HAN, Alan (NBM)	Band (B)	Ayala HS	05/09/2023
SANCHEZ, Joshua (NBM)	Band (B)	Ayala HS	05/17/2023
ESPARZA, Raven (NBM)	Baseball (B)	Chino Hills HS	05/09/2023
GUTIERREZ, Frank (NBM)	Football (B)	Don Lugo HS	05/22/2023

APPOINTMENT - EXTENDED LEARNING - SUMMER PROGRAM

ENGLE-RODRIGUEZ, Leann	Child Development Teacher	Child Development	06/08/2023
ESTRADA, Michaela	Child Development Teacher	Child Development	06/08/2023
FOSS, Raechel	Child Development Teacher	Child Development	06/08/2023
FRIESEN, Sandra	Child Development Teacher	Child Development	06/08/2023
INGRASSIA, Isabella	Child Development Teacher	Child Development	06/08/2023
IRVINE, Tiffany	Child Development Teacher	Child Development	06/08/2023
MONTANEZ, Mayra	Child Development Teacher	Child Development	06/08/2023
MOSSO, Isabel	Child Development Teacher	Child Development	06/08/2023
NGUYEN, Amanda	Child Development Teacher	Child Development	06/08/2023
NORITAKE, Adam	Child Development Teacher	Child Development	06/08/2023
QUIJANO, Jennifer	Child Development Teacher	Child Development	06/08/2023
RAMOS, Rosa	Child Development Teacher	Child Development	06/08/2023
SOTO, Kristie	Child Development Teacher	Child Development	06/08/2023
VAUGHAN, Heather	Child Development Teacher	Child Development	06/08/2023
ZHANG, Xiaohui	Child Development Teacher	Child Development	06/08/2023

APPOINTMENT - SUMMER SCHOOL ADMINISTRATORS

MADKIN, Kitt	Principal	Newman ES	06/01/2023
MADKIN, Kitt	Principal	Walnut ES	06/01/2023
TAYLOR, Yvette	Principal	Ayala HS	06/01/2023
YARBOI, Diana	Principal	Ayala HS	06/01/2023
HANSEN, Jennifer	Principal	Buena Vista HS	06/01/2023
SHULER, Kyle	Principal	Buena Vista HS	06/01/2023
GONZALES, Denise	Principal	Chino HS	06/01/2023
AKHTARKHAVARI, Mehran	Principal	Chino Hills HS	06/01/2023
WEINSTEIN, Danielle	Principal	Don Lugo HS	06/01/2023

APPOINTMENT - SUMMER SCHOOL TEACHERS

ANDRADE, Karina	Art Fundamental	Ayala HS	06/02/2023
BARRETT, Arthur	Integrated Math 1	Ayala HS	06/02/2023
CALDERON, Derek	Integrated Math 2	Ayala HS	06/02/2023
CALLACI, Robert	English 9CP	Ayala HS	06/02/2023
GRACIA, Arthur	World History	Ayala HS	06/02/2023
GRIEGO, Samantha	Integrated Math 2	Ayala HS	06/02/2023

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT - SUMMER SCHOOL TEACHERS</u> (cont.)			
IVES, Lenee	Health	Ayala HS	06/02/2023
KILLINGER, Gregory	Physical Education	Ayala HS	06/02/2023
NIEBLAS, Michael	English 11CP	Ayala HS	06/02/2023
PARRELL, Jessica	US History	Ayala HS	06/02/2023
PHONG, Teresa	Chemistry/Earth Syst	Ayala HS	06/02/2023
RAMSTACK, Maureen	English 10CP	Ayala HS	06/02/2023
TO, Viet	Integrated Math 3	Ayala HS	06/02/2023
TORRES, Armando	Integrated Math 1	Ayala HS	06/02/2023
ULLMANN, Matthew	Biology/Living Earth	Ayala HS	06/02/2023
WENDLING, Michael	Integrated Math 1	Ayala HS	06/02/2023
BEARD, Daura	English	Buena Vista HS	06/02/2023
BROWN, Melissa	Science	Buena Vista HS	06/02/2023
BROWN, Melissa	Social Science	Buena Vista HS	06/02/2023
KELLY, Erica	English	Buena Vista HS	06/02/2023
NEWCOMB, James	Social Science	Buena Vista HS	06/02/2023
VERGARA, Sandra	Math	Buena Vista HS	06/02/2023
CASTRO, Marco	Intro to Python Coding	BST Academy at Chino HS	06/02/2023
DAUGHERTY-SANDERS, Michael	Intro to Artificial Intelligence	BST Academy at Chino HS	06/02/2023
DOUGLAS, James	Intro to Artificial Intelligence	BST Academy at Chino HS	06/02/2023
DOUGLAS, James	Intro to Python Coding	BST Academy at Chino HS	06/02/2023
ANGULO, Alex	World History	Chino HS	06/02/2023
BLACKBURN, Michael	English 9CP	Chino HS	06/02/2023
CASTANEDA, Hannah	Chemistry/Earth Syst	Chino HS	06/02/2023
DUNGCA, Marilou	Integrated Math 3	Chino HS	06/02/2023
EBEL, Lance	Biology/Living Earth	Chino HS	06/02/2023
JOHNSON, Lindsay	Integrated Math 2	Chino HS	06/02/2023
LAROSA, Joseph	Biology/Living Earth	Chino HS	06/02/2023
LAROSA, Joseph	Health	Chino HS	06/21/2023
LENTZ, Kevin	Health	Chino HS	06/02/2023
NORMANN, Elisianna	Physical Education	Chino HS	06/02/2023
O'MALLEY, Kimberly	English 11CP	Chino HS	06/02/2023
PEASE, Adam	English 10CP	Chino HS	06/02/2023
QUEZADA, Adriana	Integrated Math 2	Chino HS	06/02/2023
REYES, Albert	Art Fundamental	Chino HS	06/02/2023
SCOLERI, Kelly	English 9CP	Chino HS	06/02/2023
STARICKA, Damien	Integrated Math 1	Chino HS	06/02/2023
WALWORTH, Floyd	US History	Chino HS	06/02/2023
BROWN, Breann	Biology/Living Earth	Chino Hills HS	06/02/2023
CARDENAS, Aurora	Integrated Math 2	Chino Hills HS	06/02/2023
CARTHAN, Alyssa	Integrated Math 1	Chino Hills HS	06/02/2023
COVARRUBIAS, Amparo	World History	Chino Hills HS	06/02/2023
DELATORRE, Miguel	Integrated Math 3	Chino Hills HS	06/02/2023
DREW, Scot	Physical Education	Chino Hills HS	06/02/2023
FLINT, Andrew	Chemistry/Earth Syst	Chino Hills HS	06/02/2023
FORD, Walter	US History	Chino Hills HS	06/02/2023

CERTIFICATED PERSONNEL (cont.)

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

GIBO, Paige	Health	Chino Hills HS	06/02/2023
HALE, Nicholas	Integrated Math 3	Chino Hills HS	06/02/2023
MAKAROW, Steve	English 9CP	Chino Hills HS	06/02/2023
MONTANEZ, Antonio	English 10CP	Chino Hills HS	06/02/2023
MOORE, Aubrey	Integrated Math 2	Chino Hills HS	06/02/2023
MURILLO, Christopher	Integrated Math 1	Chino Hills HS	06/02/2023
SATHEA, Panchara	Integrated Math 1	Chino Hills HS	06/02/2023
STONE, Christopher	Physical Education	Chino Hills HS	06/02/2023
VANSHAIK, Kathleen	English 11CP	Chino Hills HS	06/02/2023
YURK, Timothy	Integrated Math 1	Chino Hills HS	06/02/2023
ARCHIBALD, David	Integrated Math 1	Don Lugo HS	06/02/2023
BRENES, James	Integrated Math 3	Don Lugo HS	06/02/2023
BROWN, Jamie	English 11CP	Don Lugo HS	06/02/2023
CABRERA, Richard	World History	Don Lugo HS	06/02/2023
ELATTAR, Rania	Chemistry/Earth Syst	Don Lugo HS	06/02/2023
FREDERICKS, Kathryn	Physical Education	Don Lugo HS	06/02/2023
LEMEN, Matthew	Biology/Living Earth	Don Lugo HS	06/02/2023
LIEBESMAN, Amanda	Biology/Living Earth	Don Lugo HS	06/02/2023
MACIAS, Tanya	English 9CP	Don Lugo HS	06/02/2023
MURILLO, Denise	Health	Don Lugo HS	06/02/2023
POPOCA, Victor	Integrated Math 2	Don Lugo HS	06/02/2023
ROBLES, Daniel	Health	Don Lugo HS	06/02/2023
RUDD, Rebecca	Integrated Math 1	Don Lugo HS	06/02/2023
SILVA, Michael	US History	Don Lugo HS	06/02/2023
SWIFT, Micah	English 10CP	Don Lugo HS	06/02/2023
DOUGHERTY, Julianne	Nurse	Health Services	06/02/2023
GIRONAS, Kattia	Nurse	Health Services	06/02/2023
IRWIN, Christa	Nurse	Health Services	06/02/2023
MA, Sherry	Nurse	Health Services	06/02/2023

APPOINTMENT - SUMMER SCHOOL TEACHERS - EXTENDED SCHOOL YEAR

EVANS VAUGHN, Brittany	Autism Pre-K, Kindergarten	Newman ES	05/31/2023
GREEN, Suzanne	M/S 1 st Grade	Newman ES	05/31/2023
LANDEROS, Daniel	M/S 9 th – 12 th Grade	Ayala HS	05/31/2023

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

APODACA, Daisy	CHAM, Grace	CHURCHILL, Julia
DOAN, Andrew	SOTO, Edward	VASQUEZ, Priscilla

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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CERTIFICATED PERSONNEL FOR THE 2023/2024 SCHOOL YEAR**RETIREMENT**

SOUTHARD, Kelly (24 years of service)	Elementary Teacher	Wickman ES	08/01/2023
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RESIGNATIONS

BRAZYNETZ, Jessica	Elementary Teacher	Wickman ES	07/31/2023
ANDRADE, Karina	Art Teacher	Magnolia JHS	07/11/2023
PERAZA, Eduardo	Special Education Teacher	Special Education	07/15/2023

CLASSIFIED PERSONNEL

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

RAMIREZ, Yessenia	Bilingual Typist Clerk I Spanish (C)	Woodcrest JHS	07/24/2023
MONK, Lisa	ASB Student Store Clerk (GF)	Chino HS	08/07/2023
JAIME, Joshua	Maintenance III/HVAC-R (GF)	Maintenance	06/12/2023
HERNANDEZ, Gabriella	District Attendance Liaison (C)	Student Support	05/30/2023
ROSALEZ-ALVAREZ, Ayla	District Attendance Liaison (C)	Student Support	08/01/2023
NICELY, David	Bus Driver (GF)	Transportation	05/22/2023

PROMOTION

PETTENGILL, Dalene	FROM: Typist Clerk II (GF) 8 hrs./201 work days TO: School Secretary I (GF) 8 hrs./215 work days	Chaparral ES Chaparral ES	07/10/2023
BRADY, Connie	FROM: Paraprofessional I (SELPA/GF) 5 hrs./181 work days TO: Typist Clerk II (GF) 8 hrs./261 contract days	Cortez ES Alternative Education	06/05/2023
LOPEZ, Elizabeth	FROM: Attendance Clerk (GF) 8 hrs./195 work days TO: Counseling Assistant (GF/C) 8 hrs./205 work days	Don Lugo HS Alternative Education	06/19/2023
GALVAN, Mike	FROM: Groundsworker I (GF) 8 hrs./261 contract days TO: Maintenance III – Crafts Specialist (GF) 8 hrs./261 contract days	Maintenance Maintenance	05/22/2023
SISSUNG, Alissa	FROM: Behavior Intervention Aide (SELPA/GF) 6 hrs./190 work days TO: Health Technician (C) 5.5 hrs./185 work days	Special Education Townsend JHS	08/01/2023

APPOINTMENT - EXTENDED LEARNING - SUMMER PROGRAM

CONRARDY, Victoria	Child Care Specialist (C)	Child Development	06/01/2023
ESTRADA, Andrew	Child Care Specialist (C)	Child Development	06/01/2023
GALINDO, Patricia	Child Care Specialist (C)	Child Development	06/01/2023
GONZALEZ, Daniella	Child Care Specialist (C)	Child Development	06/01/2023
JARVIS, Shelly	Child Care Specialist (C)	Child Development	06/01/2023
KENDRENA, Sandra	Child Care Specialist (C)	Child Development	06/01/2023
MARCUCCI, Deborah	Child Care Specialist (C)	Child Development	06/01/2023

CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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APPOINTMENT - EXTENDED LEARNING - SUMMER PROGRAM (cont.)

MEDRANO, Jasmine	Child Care Specialist (C)	Child Development	06/01/2023
SANFORD, Christina	Child Care Specialist (C)	Child Development	06/01/2023
YANEZ, Claudia	Child Care Specialist (C)	Child Development	06/01/2023

APPOINTMENT - SUPPLEMENTAL INSTRUCTION - SUMMER SCHOOL

VAUGHT, Julie	Nutrition Services Professional (NS)	Chino HS	06/05/2023
MAHMOUD, Faten	Nutrition Services Manager I (NS)	Chino Hills HS	06/05/2023
SHEPHERD, Jeanette	Nutrition Services Professional (NS)	Liberty Park	06/05/2023
RAMIREZ, Jennifer	Nutrition Services Professional (NS)	Monte Vista Park	06/05/2023
ARENAS, Tatiana	Paraprofessional II (SS)	Special Education	06/01/2023
AGUAYO, Nicole	Paraprofessional II (SS)	Special Education	06/01/2023
AVILA, Veronica	Paraprofessional II (SS)	Special Education	06/01/2023
BAEZA, Lourdes	Paraprofessional II (SS)	Special Education	06/01/2023
BAYONA, Karen	Paraprofessional II (SS)	Special Education	06/01/2023
CHUONG, Laureen	Paraprofessional II (SS)	Special Education	06/01/2023
DEDMAN, Melissa	Paraprofessional I (SS)	Special Education	06/01/2023
GARCIA-RAMOS, Lourdes	Paraprofessional II (SS)	Special Education	06/01/2023
GINES, Stacie	Paraprofessional II (SS)	Special Education	06/01/2023
HARRIS, Dylan	Paraprofessional II (SS)	Special Education	06/01/2023
LOPEZ, Brenda	Paraprofessional II (SS)	Special Education	06/01/2023
MEDINA, Clarissa	Paraprofessional I (SS)	Special Education	06/01/2023
MEDINA, Michelle	Paraprofessional II (SS)	Special Education	06/01/2023
MIER, Sylvia	Paraprofessional II (SS)	Special Education	06/01/2023
PACHECO, Erica	Paraprofessional I (SS)	Special Education	06/01/2023
PARTIDA, Liliana	Paraprofessional II (SS)	Special Education	06/01/2023
REYNOLDS, Kapreis	Paraprofessional II (SS)	Special Education	06/01/2023
SANCHEZ, Tatyana	Paraprofessional II (SS)	Special Education	06/01/2023
SEARS, Brianna	Paraprofessional I (SS)	Special Education	06/01/2023
SILVA-BAZULTO, Vicki	Paraprofessional II (SS)	Special Education	06/01/2023
SOUSA, Elizabeth	Paraprofessional II (SS)	Special Education	06/01/2023
TORRES, Tina	Paraprofessional I (SS)	Special Education	06/01/2023
TURLEY, Colleen	Paraprofessional II (SS)	Special Education	06/01/2023
VISTA, Sontrima	Paraprofessional II (SS)	Special Education	06/01/2023
ZACARIAS, Cecilia	Paraprofessional II (SS)	Special Education	06/01/2023

LEAVE OF ABSENCE

CHAN, Ngan	IA/Bilingual-Biliterate Mandarin	Adult School	05/23/2023 through 08/07/2023
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PLACED ON 39-MONTH RE-EMPLOYMENT LIST

FUENTES, Dannette	Playground Supervisor (GF)	Cal Aero K-8	05/10/2023
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CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>RESIGNATION</u>			
VASQUEZ, Christine	Playground Supervisor (GF)	Hidden Trails ES	06/02/2023
CAMACHO, Yahaira	Paraprofessional II (SELPA/GF)	Walnut ES	05/12/2023
OCAMPO-BARRAGAN, Martha	Paraprofessional II (SELPA/GF)	Walnut ES	05/09/2023
GARCIA, Jasmine	Behavior Intervention Aide (MH)	Special Education	06/02/2023

RETIREMENT

AUBE, Karen (25 Years of Service)	Health Technician (GF) and Typist Clerk I (GF)	Rhodes ES	07/27/2023
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APPOINTMENT OF CLASSIFIED SUBSTITUTES EFFECTIVE JULY 1, 2022, THROUGH JUNE 30, 2023

BAKER, Susana	FARAJ, Wansa A.	MUNAKATA, Mia D.	ROSSEN, David
SCHMALTZ, Paige L.	TRABERT, Katherine M.	VALADEZ, Bobbie A.	

(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: June 1, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Whitney Fields, Director, Risk Management and Human Resources

SUBJECT: REJECTION OF CLAIMS

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BACKGROUND

Claim 23-05-06 was submitted on May 9, 2023, from David Castillo, community member. Claimant alleges stress, anxiety, and monetary damages to his garage door due to baseballs continuously being hit over the site fence after school hours. The claimant seeks damages in the amount of \$8,500.00.

Claim 23-05-07 was submitted on May 9, 2023, from David Castillo, community member. Claimant alleges stress, anxiety, and monetary damages due to his vehicle being continuously damaged by baseballs that are being hit over the site fence after school hours. The claimant seeks damages in the amount of \$11,809.75.

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

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

RECOMMENDATION

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

FISCAL IMPACT

Unknown at present.

NE:WF:lag

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: June 1, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Grace Park, Ed.D., Associate Superintendent, Curriculum, Instruction, Innovation, and Support

**SUBJECT: REVISION OF ADMINISTRATIVE REGULATION 6115
INSTRUCTION – CEREMONIES AND OBSERVANCES**

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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 District practice. Administrative Regulation 6115 Instruction – Ceremonies and Observances is being updated to reflect Assembly Bill (AB) 1655 which adds June 19, “Juneteenth” to the list of holidays on which public schools must be closed.

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

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

RECOMMENDATION

It is recommended the Board of Education receive for information the revision of Administrative Regulation 6115 Instruction – Ceremonies and Observances.

FISCAL IMPACT

None.

NE:GP:rtr

CEREMONIES AND OBSERVANCES**Holidays**

District schools shall be closed on the following holidays:

New Year's Eve and Day	December 31 and January 1
Dr. Martin Luther King, Jr. Day	Third Monday in January or the Monday or Friday of the week in which January 15 occurs
Lincoln Day	The Monday or Friday of the week in which February 12 occurs
Washington Day	Third Monday in February
Memorial Day	Last Monday in May
JUNETEENTH	JUNE 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	The Thursday in November designated by the President
Christmas Eve and Day	December 24 and 25

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

Holidays that fall on a Sunday shall be observed the following Monday. Holidays that fall on a Saturday shall be observed the preceding Friday. If any of the above holidays occur under federal law on a date different from that indicated above, the Board may close the schools on the date recognized by federal law instead of on the date above. (Education Code 37220)

(cf. 6111 - School Calendar)

CEREMONIES AND OBSERVANCES (cont.)**Commemorative Exercises**

District schools shall hold exercises in accordance with law to commemorate the following special days: (Education Code 37220, 37221, 45460)

U.S. Constitution Day	On or near September 17 including exercises and instruction in the purpose, meaning, and importance of the Constitution and Bill of rights and Citizenship Day
Dr. Martin Luther King Jr. Day	The Friday before the day schools are closed for this holiday
Abraham Lincoln's Birthday	The school day before the day schools are closed for this holiday
Susan B. Anthony Day	February 15
George Washington's Birthday	The Friday preceding the third Monday in February

Commemorative exercises shall be integrated into the regular educational program to the extent feasible.

(c.f. 6142.94 - History-Social Science Instruction)
(cf. 6142.3 - Civic Education)

Patriotic Exercises

Each school shall conduct patriotic exercises daily. These patriotic exercises shall consist of the reciting of the Pledge of Allegiance and may also include instruction that promotes understanding of the concepts of "pledge," "allegiance," "republic," and "indivisible" and understanding of the importance of the pledge as an expression of patriotism, love of country, and pride in the United States. (Education Code 52720, 52730)

Individuals may choose not to participate in the flag salute for personal reasons.

At elementary schools, such exercises shall be conducted at the beginning of each school day. (Education Code 52720)

At secondary schools, such exercises shall be conducted during the school day.

CEREMONIES AND OBSERVANCES (cont.)**Display of Flag**

The flag of the United States and the flag of California shall be displayed during business hours at the entrance or on the grounds of every District school and on or near the District office. At all times, the national flag shall be placed in the position of first honor. (Government Code 431, 436; 4 USC 6)

When displayed on a building or on a flagstaff in the open, the national flag shall be displayed only from sunrise to sunset unless properly illuminated during the hours of darkness. The flag should not be displayed during inclement weather unless an all-weather flag is used. (4 USC 6)

The national flag shall fly at half-staff on the following occasions: (4 USC 7)

1. For 30 days from the death of the President or a former President
2. For 10 days from the death of the Vice President, the Chief Justice or a retired Chief Justice, or the Speaker of the House of Representatives
3. From the day of death until internment of an Associate Justice of the Supreme Court, a secretary of an executive or military department, former Vice President, and the Governor of the state
4. On the day of death and the following day for a Member of Congress
5. On Memorial Day, until noon only
6. On Peace Officers Memorial Day (May 15), unless it falls on Armed Forces Day
7. Upon a proclamation from the Governor in the event of the death of a present or former official of the state government or a member of the Armed Forces from the state who has died while serving on active duty
8. On other occasions by order of the President and in accordance with presidential instructions or orders

Chino Valley Unified School District

Regulation approved: August 21, 1997

Revised: September 7, 2006

Revised: September 17, 2009

Revised: April 7, 2011

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 1, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: **FEDERAL PROGRAM MONITORING REQUIRED REVISIONS OF BOARD POLICIES 0410 PHILOSOPHY-GOALS-OBJECTIVES AND COMPREHENSIVE PLANS – NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES; 5111 STUDENTS – ADMISSION; 5131.2 STUDENTS – BULLYING; 5141.52 STUDENTS – SUICIDE PREVENTION; 5145.13 STUDENTS – RESPONSE TO IMMIGRATION ENFORCEMENT; 5145.3 STUDENTS – NONDISCRIMINATION/ HARASSMENT OF STUDENTS; 5146 STUDENTS – MARRIED/ PREGNANT/ PARENTING STUDENTS; ADMINISTRATIVE REGULATIONS 1312.3 COMMUNITY RELATIONS – UNIFORM COMPLAINT PROCEDURES; 5145.3 STUDENTS – NONDISCRIMINATION/ HARASSMENT OF STUDENTS; AND 5145.71 STUDENTS – TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES**

BACKGROUND

The California Department of Education (CDE) conducts Federal Program Monitoring (FPM) reviews to verify that programs funded by federal sources meet specific legal requirements. The District was under FPM review for eight programs in the 2022/2023 school year, each with its own program instrument: Adjusted Cohort Graduation Rate, Adult Education, Education Equity, English Learner, Homeless Education, Supporting Effective Instruction, Student Support and Academic Enrichment, and Uniform Complaint Procedure.

CDE issued a Notification of Findings for two programs on December 3, 2022. The District is required to resolve each finding by July 15, 2023. Corrective actions made to resolve findings must be implemented at all sites in the District and the new procedures must be used in the future.

To resolve findings from the Education Equity Program, the District is required to revise the following Board Policies (BP) and Administrative Regulations (AR) in alignment with

the requirements of the Education Equity program instrument: BP 0410 Philosophy-Goals-Objectives and Comprehensive Plans – Nondiscrimination in District Programs and Activities, AR 1312.3 Community Relations – Uniform Complaint Procedures, BP 5111 Students – Admission, BP 5131.2 Students – Bullying, BP 5141.52 Students – Suicide Prevention, BP 5145.13 Students – Response to Immigration Enforcement, BP and AR 5145.3 Students – Nondiscrimination/Harassment of Students, AR 5145.71 Students – Title IX Sexual Harassment Complaint Procedures, and BP 5146 Students – Married/Pregnant/Parenting Students.

Board policies, administrative regulations, and bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current District practice.

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 Federal Program Monitoring required revisions of Board Policies 0410 Philosophy-Goals-Objectives and Comprehensive Plans – Nondiscrimination in District Programs and Activities; 5111 Students – Admission; 5131.2 Students – Bullying; 5141.52 Students – Suicide Prevention; 5145.13 Students – Response to Immigration Enforcement; 5145.3 Students – Nondiscrimination/Harassment of Students; 5146 Students – Married/Pregnant/Parenting Students; Administrative Regulations 1312.3 Community Relations – Uniform Complaint Procedures; 5145.3 Students – Nondiscrimination/Harassment of Students; and 5145.71 Students – Title IX Sexual Harassment Complaint Procedures.

FISCAL IMPACT

None.

NE:LF:SA:gks

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES

The Board of Education is committed to equal opportunity for all individuals in education. District programs, activities, and practices shall be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

(cf. 4030 - Nondiscrimination in Employment)
(cf. 4032 - Reasonable Accommodation)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 5131.2 - Bullying)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 6145.2 - Athletic Competition)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6 - Identification and Education under Section 504)
(cf. 6178 - Career Technical Education)
(cf. 6200 - Adult Education)

ALL INDIVIDUALS SHALL BE TREATED EQUITABLY IN THE RECEIPT OF DISTRICT AND SCHOOL SERVICES. PERSONALLY IDENTIFIABLE INFORMATION COLLECTED IN THE IMPLEMENTATION OF ANY DISTRICT PROGRAM, INCLUDING, BUT NOT LIMITED TO, STUDENT AND FAMILY INFORMATION FOR THE FREE AND REDUCED-PRICE LUNCH PROGRAM, TRANSPORTATION, OR ANY OTHER EDUCATIONAL PROGRAM, SHALL BE USED ONLY FOR THE PURPOSES OF THE PROGRAM, EXCEPT WHEN THE SUPERINTENDENT OR DESIGNEE AUTHORIZES ITS USE FOR ANOTHER PURPOSE IN ACCORDANCE WITH LAW. RESOURCES AND DATA COLLECTED BY THE DISTRICT SHALL NOT BE USED, DIRECTLY OR BY OTHERS, TO COMPILE A LIST, REGISTRY, OR DATABASE OF INDIVIDUALS BASED ON RACE, GENDER, SEXUAL ORIENTATION, RELIGION, ETHNICITY, NATIONAL ORIGIN, OR IMMIGRATION STATUS OR ANY OTHER CATEGORY IDENTIFIED ABOVE.

DISTRICT PROGRAMS AND ACTIVITIES SHALL BE FREE OF ANY RACIALLY DEROGATORY OR DISCRIMINATORY SCHOOL OR ATHLETIC TEAM NAMES, MASCOTS, OR NICKNAMES.

THE SUPERINTENDENT OR DESIGNEE SHALL ANNUALLY REVIEW DISTRICT PROGRAMS AND ACTIVITIES TO ENSURE REMOVAL OF ANY DEROGATORY OR DISCRIMINATORY NAME, IMAGE, PRACTICE, OR OTHER BARRIER THAT MAY UNLAWFULLY PREVENT AN INDIVIDUAL OR GROUP IN ANY OF THE PROTECTED CATEGORIES STATED ABOVE FROM ACCESSING DISTRICT

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (cont.)

PROGRAMS AND ACTIVITIES. THEY SHALL TAKE PROMPT, REASONABLE ACTIONS TO REMOVE ANY IDENTIFIED BARRIER, THE SUPERINTENDENT OR DESIGNEE SHALL REPORT HIS/HER FINDINGS AND RECOMMENDATIONS TO THE BOARD AFTER EACH REVIEW.

ALL ALLEGATIONS OF UNLAWFUL DISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES SHALL BE INVESTIGATED AND RESOLVED IN ACCORDANCE WITH THE PROCEDURES SPECIFIED IN AR 1312.3 – UNIFORM COMPLAINT PROCEDURES.

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the District's policy on nondiscrimination and related complaint procedures. Such notification shall be included in each announcement, bulletin, catalog, application form, or other recruitment materials distributed to these groups. THE NOTIFICATION SHALL ALSO BE POSTED ON THE DISTRICT'S WEB SITE AND SOCIAL MEDIA AND IN DISTRICT SCHOOLS AND OFFICES, INCLUDING STAFF LOUNGES, STUDENT GOVERNMENT MEETING ROOMS, AND OTHER PROMINENT LOCATIONS AS APPROPRIATE.

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 4031 - Complaints Concerning Discrimination in Employment)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

The District's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand and, ~~when required by law, in a~~ IN ADDITION, WHEN 15 PERCENT OR MORE OF A SCHOOL'S STUDENTS SPEAK A SINGLE PRIMARY language other than English, THOSE MATERIALS SHALL BE TRANSLATED INTO THAT OTHER LANGUAGE.

Access for Individuals with Disabilities

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act and any implementing standards and/or regulations. WHEN STRUCTURAL CHANGES TO EXISTING DISTRICT FACILITIES ARE NEEDED TO PROVIDE INDIVIDUALS WITH DISABILITIES ACCESS TO PROGRAMS, SERVICES, ACTIVITIES, OR FACILITIES, THE SUPERINTENDENT OR DESIGNEE SHALL DEVELOP A TRANSITION PLAN THAT SETS FORTH THE STEPS FOR COMPLETING THE CHANGES.

(cf. 6163.2 - Animals at School)

(cf. 7110 - Facilities Master Plan)

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (cont.)

(cf. 7111 - Evaluating Existing Buildings)

The Superintendent or designee shall ensure that the District provides auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, ASSISTIVE TECHNOLOGIES, OR OTHER MODIFICATIONS TO INCREASE ACCESSIBILITY TO DISTRICT AND SCHOOL WEB SITES, note takers, written materials, taped text, and Braille or large print materials.

(cf. 6020 - Parent Involvement)

Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to the school-sponsored function, program, or meeting.

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agenda/Meeting Materials)

THE INDIVIDUAL IDENTIFIED IN AR 1312.3 – UNIFORM COMPLAINT PROCEDURES AS THE EMPLOYEE RESPONSIBLE FOR COORDINATING THE DISTRICT’S RESPONSE TO COMPLAINTS AND FOR COMPLYING WITH STATE FEDERAL CIVIL RIGHTS LAWS IS HEREBY DESIGNATED AS THE DISTRICT’S ADA COORDINATOR. HE/SHE SHALL RECEIVE AND ADDRESS REQUESTS FOR ACCOMMODATION SUBMITTED BY INDIVIDUALS WITH DISABILITIES, AND SHALL INVESTIGATE AND RESOLVE COMPLAINTS REGARDING THEIR ACCESS TO DISTRICT PROGRAMS, SERVICES, ACTIVITIES, OR FACILITIES.

RICHARD RIDEOUT
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TITLE II COORDINATOR (EMPLOYEES)
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Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

48985 Notices to parents in language other than English

51007 Legislative intent: state policy

GOVERNMENT CODE

11000 Definitions

11135 Nondiscrimination in programs or activities funded by state

11138 Rules and regulations

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (cont.)

12900-12996 Fair Employment and Housing Act
54953.2 Brown Act compliance with Americans with Disabilities Act

PENAL CODE

422.55 Definition of hate crime
422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities in Education Act
1681-1688 Discrimination based on sex or blindness, Title IX
2301-2415 Carl D. Perkins Vocational and Applied Technology Act
6311 State plans

6312 Local education agency plans

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
2000h-2000h-6 Title IX

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

36.303 Auxiliary aids and services

CODE OF FEDERAL REGULATIONS, TITLE 34

100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI 104.1-104.39 Section 504 of the Rehabilitation Act of 1973
106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:
106.9 Dissemination of policy

Management Resources:

CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010

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

Notice of Non-Discrimination, January 1999
Protecting Students from Harassment and Hate Crime, January 1999
Nondiscrimination in Employment Practices in Education, August 1991

WEBSITES

California School Boards Association: www.csba.org
California Department of Education: www.cde.ca.gov
Safe Schools Coalition:
www.casafeschoolscoalition.org Pacific ADA Center:
www.adapacific.org
U.S. Department of Education, Office for Civil Rights: www.ed.gov/about/offices/list/ocr

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (cont.)

Chino Valley Unified School District

Policy adopted: September 21, 1995

Revised: December 9, 2010

Revised: September 5, 2013

REVISED:

UNIFORM COMPLAINT PROCEDURES

Except as the Board of Education may otherwise specifically provide in other District policies, the Uniform Complaint Procedures (UCP) shall be used to investigate and resolve only the complaints specified in BP 1312.3.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 4030 - Nondiscrimination in Employment)

ALL SCHOOL PERSONNEL WHO WITNESS AN ACT OF DISCRIMINATION, HARASSMENT, INTIMIDATION, OR BULLYING MUST TAKE IMMEDIATE STEPS TO INTERVENE WHEN IT IS SAFE TO DO SO. STUDENTS WHO ENGAGE IN DISCRIMINATION, INCLUDING HARASSMENT AND RETALIATION IN VIOLATION OF THE LAW, BP AND AR, SHALL BE REFERRED TO A PROGRAM THAT PROVIDES A BEHAVIOR SUPPORT APPROACH OR ANY OTHER FORM OF CORRECTIVE ACTION UP TO AND INCLUDING COUNSELING, SUSPENSION, AND/OR EXPULSION. ANY EMPLOYEE WHO PERMITS OR ENGAGES IN HARASSMENT, RETALIATION, OR OTHER PROHIBITED DISCRIMINATION SHALL BE SUBJECT TO DISCIPLINARY ACTION, UP TO AND INCLUDING DISMISSAL.

Compliance Officers

The District designates the individual(s) identified below as the employee(s) responsible for coordinating and investigating the District's response to complaints and for complying with state and federal civil rights laws. The individual(s), position(s) or unit(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment as the responsible employee(s) to handle complaints regarding unlawful discrimination (such as unlawful discrimination harassment, intimidation, or bullying) and in AR 5145.7 – sexual harassment for handling complaints regarding sexual harassment.

(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.71 - Title IX Sexual Harassment Complaints Procedures)

ANTONIA HUNT, ED.D.
TITLE IX COORDINATOR, Coordinator, Equity, Diversity, & Support Systems,
EQUITY COMPLIANCE OFFICER, AND DISTRICT COORDINATOR FOR
NONDISCRIMINATION
5130 RIVERSIDE DRIVE, CHINO, CA 91710
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UNIFORM COMPLAINT PROCEDURES (cont.)

Assistant Superintendent of Human Resources
5130 Riverside Drive, Chino, CA 91710
(909) 628-1201 ext. 1110

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent, if applicable, if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which the compliance officer has a bias or conflict of interest that would prohibit the fair investigation or resolution of the complaint. Any complaint against or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias may be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

In no instance shall a compliance officer be assigned to a complaint in which the compliance officer has a bias or conflict of interest that would prohibit the fair investigation or resolution of the complaint. Any complaint against or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias may be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

At the direction of the compliance officer additional District administrators will assist in investigations within their area of expertise as follows:

- a. Associate Superintendent of Curriculum, Instruction, Innovation, and Support or designee;
- b. Associate Superintendent of Business Services, or designee;
- c. Assistant Superintendent of Curriculum, Instruction, Innovation, and Support or designee;
- d. Assistant Superintendent of Facilities, Planning and Operations, or designee.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such designated employees shall include current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints including those involving alleged unlawful discrimination, harassment, intimidation, or bullying, applicable standards for reaching decisions on complaints, and appropriate

UNIFORM COMPLAINT PROCEDURES (cont.)

corrective measures. designated employees may have access to legal counsel as determined by the Superintendent or designee.

(cf. 4331 - Staff Development)
(cf. 9124 - Attorney)

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the results of an investigation. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement, one or more of the interim measures. The interim measures may remain in place until the compliance officer determines that they are no longer necessary or until the District issues its final written decision, whichever occurs first.

Notifications

The District's UCP policy and administrative regulation shall be posted in all District schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

In addition, the Director of Student Support Services shall annually provide written notification of the District's UCP, to students, employees, parents/guardians of District students District advisory committee members, school advisory committees members, (5 CCR 4622) through its annual distribution of the parent information handbook.

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committees)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)

The notice shall include:

1. A statement that the District is primarily responsible for compliance with state and federal laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group, and a list of all programs and activities that are subject to UCP as identified in the section "Complaint Subject to UCP" in the accompanying Board policy.
2. The title of the position responsible for processing complaints, the identity of the person(s) currently occupying that position if known, and a statement that such persons will be knowledgeable about the laws and programs that they are assigned to investigate.

UNIFORM COMPLAINT PROCEDURES (cont.)

3. A statement that a UCP complaint except a complaint alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed no later than one year from the date the alleged violation occurred.
4. A statement that a UCP complaint alleging, unlawful discrimination, harassment, intimidation, or bullying must be filed no later than six months from the date of the alleged conduct, or the date the complainant first obtained knowledge of the facts of the alleged conduct.
5. A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the District's educational program, including curricular and extracurricular activities.
6. A statement that a complaint regarding student fees, or the local control and accountability plan (LCAP) may be filed anonymously if the complainant provides evidence, or information leading to evidence to support the complaint.
7. A statement that the District will post a standardized notice of the educational and graduation requirements of foster youth, homeless students, children of military families, and former juvenile court school students now enrolled in the District, as specified in education code 48645.7, 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process.
8. A statement that complaints will be investigated in accordance with the District's UCP and a written decision will be sent to the complainant within 60 calendar days
9. from the receipt of the complaint unless this time period is extended by written agreement of the complainant.
10. A statement that, for programs within the scope of the UCP as specified in the accompanying Board policy, the complainant has a right to appeal the District's investigation report, including, if applicable, the complainant's right to take a complaint directly to the California department of education (CDE) by filing a written appeal, including a copy of the original complaint and the District's decision, within 30 calendar days of receiving the District's decision.
11. A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal laws prohibiting discrimination, harassment, intimidation, or bullying, if applicable.
12. Copies of the District's UCP are available free of charge.

UNIFORM COMPLAINT PROCEDURES (cont.)

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the District website and may be provided through District-supported social media, if available.

(cf. 1113 - District and School Websites)

(cf. 1114 - District-Sponsored Social Media)

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the District's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the District's UCP policy, regulation, forms, and notices shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the District shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

Filing of Complaint

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp. If a site administrator not designated as a compliance officer receives a complaint, the site administrator shall notify the compliance officer.

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, District staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

All complaints shall be filed in accordance with the following rules, as applicable:

1. A complaint alleging District violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy may be filed by any individual, public agency, or organization. (5 CCR 4600)
2. Any complaint alleging noncompliance with law regarding the prohibition against student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the superintendent or designee.

UNIFORM COMPLAINT PROCEDURES (cont.)

3. A UCP complaint, except for a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying, shall be filed no later than one year from the date the alleged violation occurred. For complaints related to the LCAP, the date of the alleged violation is the date when the county superintendent of schools approves the LCAP that was adopted by the governing board. (5 CCR 4630)
4. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying may be filed only by a person who alleges having personally suffered unlawful discrimination, a person who believes that any specific class of individuals has been subjected to unlawful discrimination, or a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying.
5. The complaint alleging unlawful discrimination, harassment, intimidation, or bullying shall be initiated no later than six months from the date when the alleged unlawful discrimination occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)
6. When a complaint alleging unlawful discrimination, harassment, intimidation, or bullying is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.
7. When the complainant of unlawful discrimination, harassment, intimidation, or bullying or alleged victim when not the complainant, requests confidentiality, the compliance officer shall inform the complainant or victim that the request may limit the District's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the District shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

Mediation

Within three business days after receiving the complaint, the compliance officer may informally discuss with all the parties the possibility of using mediation to resolve the complaint. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of a sexual assault or where there is a reasonable risk

UNIFORM COMPLAINT PROCEDURES (cont.)

that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination, harassment, intimidation, or bullying, the compliance officer shall ensure that all parties agree to permit the mediator access to all relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the District's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the District shall take only the actions agreed to through the mediation. If mediation is unsuccessful, the District shall then continue with subsequent steps specified in this administrative regulation.

Investigation of Complaint

Within (10) business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or his/her representative with the opportunity to present the information contained in the complaint to the compliance office and shall notify the complainant and/or his/her representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. The compliance officer shall individually interview all available witnesses with information pertinent to the complaint and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer may inform both parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination, harassment, intimidation, or bullying the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential

UNIFORM COMPLAINT PROCEDURES (cont.)

manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the District's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of the investigation may result in the dismissal of the complaint because of lack of evidence to support the allegation. (5 CCR 4631) refusal by the District to provide the investigator with access to records and/or information related to the allegation in the complaint, failure or refusal to cooperate in the investigation or any other obstruction of the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

The compliance officer shall apply a "preponderance of the evidence" standard in determining the veracity of the factual allegations in a complaint. This standard is met if the allegation is more likely to be true than not.

Timeline For Investigation Report

Unless extended by written agreement with the complainant, the investigation report shall be sent to the complainant within 60 calendar days of the District's receipt of the complaint. (5 CCR 4631)

For any complaint alleging unlawful discrimination harassment, intimidation, and bullying), the respondent shall be informed of any extension of the timeline agreed to by the complainant, and in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.

Investigation Report

For all complaints, the District's investigation report shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered.
2. The conclusion(s) providing a clear determination for each allegation as to whether the District is in compliance with the relevant law.
3. Corrective action(s) whenever the District finds merit in the complaint, including, when required by law, a remedy to all affected students and parents/guardians and, for a student fees complaint, a remedy that complies with Education Code 49013 and 5 CCR 4600.

UNIFORM COMPLAINT PROCEDURES (cont.)

4. Notice of the complainant's right to appeal the District's investigation report to CDE, except when the District has used the UCP to address a complaint not specified in 5 CCR 4610.
5. Procedures to be followed for initiating an appeal to CDE.

The decision may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

In consultation with District legal counsel, information about the relevant part of an investigation report may be communicated to a victim who is not the complainant and to other parties that may be involved in implementing the investigation report or affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination, harassment, intimidation, and bullying, notice of the investigation report to the alleged victim may include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

If the complaint involves a limited-English-proficient (LEP) student or parent/guardian, then the District's response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

For complaints alleging unlawful discrimination, harassment, intimidation, and bullying, based on state law, the investigation report shall also include a notice to the complainant that:

1. The complainant may pursue available civil law remedies outside of the District's complaint procedures, including, but not limited to, injunctions, restraining orders or other remedies or orders 60 calendar days after the filing of an appeal with the CDE. (Education Code 262.3)
2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)
3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

Corrective Actions

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus

UNIFORM COMPLAINT PROCEDURES (cont.)

on the larger school or District environment may include, but are not limited to, actions to reinforce District policies, training for faculty, staff, and students, updates to school policies, or school climate surveys.

For complaints involving retaliation, or unlawful discrimination, harassment, intimidation, or bullying, appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. Counseling
2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation

For complaints of retaliation or unlawful discrimination, harassment, intimidation, or bullying, involving or appropriate corrective actions that may be provided to the student include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team
6. Denial of participation in extracurricular or co-curricular activities or other privileges as permitted by law

UNIFORM COMPLAINT PROCEDURES (cont.)**7. Disciplinary action, such as suspension or expulsion, as permitted by law**

When an employee is found to have committed retaliation or unlawful discrimination, harassment, intimidation, or bullying, the District shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

The District may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination harassment, intimidation, or bullying, that the District does not tolerate it, and how to report and respond to it.

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.

However, if a complaint alleging noncompliance with the law regarding student fees, deposits, and other charges, physical education instructional minutes, courses without educational content or any requirement related to the LCAP is found to have merit, the District shall provide a remedy to all affected students and parents/guardians subject to

procedures established by regulation of the State Board of Education. (Education Code 49013, 51223, 52075)

For complaints alleging noncompliance with the law regarding student fees, the District, by engaging in reasonable efforts, shall attempt in good faith to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Appeals to the California Department of Education

Any complainant who is dissatisfied with the District's investigation report on a complaint regarding any specified federal or state educational program subject to the UCP may file an appeal in writing with the CDE within 30 calendar days of receiving the District's investigation report. (5 CCR 4632)

The appeal shall be sent to CDE accompanied by a copy of the locally filed complaint and a copy of the District's investigation report for that complaint. the complainant shall specify and explain the basis for the appeal, including at least one of the following: (5 CCR 4632) (5 CCR 4632)

1. The District failed to follow its complaint procedures.

UNIFORM COMPLAINT PROCEDURES (cont.)

2. Relative to the allegations of the complaint, the District's investigation report lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in the District's investigation report are not supported by substantial evidence.
4. The legal conclusion in the District's investigation report is inconsistent with the law.
5. In a case in which the District found noncompliance, the corrective actions fail to provide a proper remedy.

Upon notification by the CDE that the District's investigation report has been appealed, the superintendent or designee shall forward the following documents to the CDE within 10 days of the date of notification: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the District's investigation report
3. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
4. A report of any action taken to resolve the complaint
5. A copy of the District's Uniform Complaint procedures
6. Other relevant information requested by the CDE

If notified by CDE that the District's investigation report failed to address allegation(s) raised by the complaint, the District shall, within 20 days of the notification, provide CDE and the appellant with an amended investigation report that addresses the allegation(s) that were not addressed in the original investigation report. The amended report shall also inform the appellant of the right to separately appeal the amended report with respect to the allegation(s) that were not addressed in the original report. (5 CCR 4632)

Health And Safety Complaints in License-Exempt Preschool Programs

Any complaint regarding health or safety issues in a license-exempt California state preschool program (CSPP) shall be addressed through the procedures described in 5 CCR 4690-4694.

UNIFORM COMPLAINT PROCEDURES (cont.)

In order to identify appropriate subjects of CSPP health and safety issues pursuant to health and safety code 1596.7925, a notice shall be posted in each license-exempt CSPP classroom in the District notifying parents/guardians, students, and teachers of the health and safety requirements of Title 5 regulations that apply to CSPP programs pursuant to Health and Safety Code 1596.7925 and the location at which to obtain a form to file any complaint alleging noncompliance with those requirements. For this purpose, the superintendent or designee may download and post a notice available from the CDE website. (Education Code 8212; 5 CCR 4691)

The District's annual UCP notification distributed pursuant to 5 CCR 4622 shall clearly indicate which of its CSPP programs are operating as exempt from licensing and which CSPP programs are operating pursuant to requirements under Title 22 of the code of regulations. (5 CCR 4691)

Any complaint regarding specified health or safety issues in a license-exempt CSPP program shall be filed with the preschool program administrator or designee, and may be filed anonymously. The complaint form shall specify the location for filing the complaint, contain a space to indicate whether the complainant desires a response to the complaint, and allow a complainant to add as much text as desired to explain the complaint. (Education Code 8212; 5 CCR 4690)

If it is determined that the complaint is beyond the authority of the preschool program administrator, the matter shall be forwarded to the superintendent or designee in a timely manner, not to exceed 10 working days, for resolution. The preschool administrator or the superintendent or designee shall make all reasonable efforts to investigate any complaint within their authority. (Education Code 8212; 5 CCR 4692)

Investigation of a complaint regarding health or safety issues in a license-exempt CSPP program shall begin within 10 days of receipt of the complaint. (Education Code 8212; 5 CCR 4692)

The preschool administrator or designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the preschool administrator or superintendent's designee shall, within 45 working days of the initial filing of the complaint, report the resolution of the complaint to the complainant and CDE's assigned field consultant. If the preschool administrator makes this report, the information shall be reported at the same time to the superintendent or designee. (Education Code 8212; 5 CCR 4692)

If a complaint regarding health or safety issues in a license-exempt CSPP program involves an LEP student or parent/guardian, then the District's response, if requested by

UNIFORM COMPLAINT PROCEDURES (cont.)

the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Board at a regularly scheduled hearing and, within 30 days of the date of the written report, may file a written appeal of the District's decision to the superintendent of public instruction in accordance with 5 CCR 4632. (Education Code 8212; 5 CCR 4693, 4694)

All complaints and responses are public records. (5 CCR 4690)

On a quarterly basis, the superintendent or designee shall report summarized data on the nature and resolution of all CSPP health and safety complaints, including the number of complaints by general subject area with the number of resolved and unresolved complaints, to the Board at a regularly scheduled Board meeting and to the county superintendent. (5 CCR 4693)

Chino Valley Unified School District

Regulation approved: October 19, 1995

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Revised: December 9, 2004

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Revised: February 7, 2019

Revised: September 15, 2022

Revised: February 2, 2023

REVISED:

ADMISSION

The Board of Education encourages the enrollment and appropriate placement of all ~~children who are eligible for enrollment~~ SCHOOL-AGED STUDENTS in school. ALL STUDENTS RESIDING WITHIN THE DISTRICT SHALL HAVE ACCESS TO DISTRICT SCHOOLS. IMMIGRANT STUDENTS SHALL NOT BE DENIED ADMISSION ON THE BASIS OF CITIZENSHIP OR LEGAL RESIDENT STATUS. HOMELESS/FOSTER STUDENTS SHALL BE ADMITTED WITH OR WITHOUT A PERMANENT ADDRESS. The Superintendent or designee shall inform parents/guardians of children seeking admission to a District school about admission requirements and shall assist them with enrollment procedures. ALL APPROPRIATE STAFF SHALL RECEIVE TRAINING ON DISTRICT ADMISSION POLICIES AND PROCEDURES, INCLUDING INFORMATION REGARDING THE TYPES OF DOCUMENTATION THAT CAN AND CANNOT BE REQUESTED.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5111.1 - District Residency)
(cf. 5111.11 - Residency of Students with Caregiver)
(cf. 5111.12 - Residency Based on Parent/Guardian Employment)
(cf. 5111.13 - Residency for Homeless Children)
(cf. 5119 - Students Expelled from Other Districts)
(cf. 5125 - Student Records)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.3 - Health Examinations)
(cf. 5141.31 - Immunizations)
(cf. 5141.32 - Health Screening for School Entry)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)

VERIFICATION OF ADMISSION ELIGIBILITY

Before enrolling any child in a District school, the Superintendent or designee shall verify child's age, residency within the District, immunization, and other applicable eligibility criteria specified in law, the accompanying administrative regulation, or other applicable Board policies or administrative regulations.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5111.1 - District Residency)
(cf. 5125 - Student Records)
(cf. 5141.3 - Health Examinations)
(cf. 5141.31 - Immunizations)
(cf. 5141.32 - Health Screening for School Entry)

The District shall not inquire into or request documentation of a student's social security number or the last four digits of the social security number or the citizenship or immigration status of the student or student's family members. (Education Code 234.7,

ADMISSION (cont.)

49076.7)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5145.13 - Response to Immigration Enforcement)
(cf. 5145.3 - Nondiscrimination/Harassment)

However, such information may be collected when required by state or federal law or to comply with requirements for special state or federal programs. In any such situation, the information shall be collected separately from the school enrollment process ~~and the Superintendent or designee shall explain the limited purpose for which the information is collected.~~ Enrollment in a district school shall not be denied on the basis of any such information of the student or student's parents/guardians obtained by the district, or the student's or parent/guardian's refusal to provide such information to the District.

School registration information shall list all possible means of documenting a ~~child's~~ STUDENT'S age for grades K-1 as authorized by Education Code 48002 or otherwise prescribed by the Board. Any alternative document allowed by the District shall be one that all persons can obtain regardless of immigration status, citizenship status, or national origin and shall not reveal information related to citizenship or immigrant status.

The Superintendent or designee shall immediately enroll a homeless student, foster youth, student who has had contact with the juvenile justice system, or a child of a military family regardless of outstanding fees or fines owed to the student's last school, lack of clothing normally required by the school, such as school uniforms, or an inability to produce previous academic, medical, or other records normally required for enrollment. (Education Code 48645.5, 48850, 48852.7, 48853.5, 49701; 42 USC 11432)

(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6173.3 - Education for Juvenile Court School Students)

ALL RESIDENT STUDENTS WHO ARE ENROLLING IN THE SCHOOL IN THEIR ATTENDANCE AREA OR IN ANOTHER DISTRICT SCHOOL SHALL BE SUBJECT TO THE TIMELINES ESTABLISHED BY THE BOARD IN BP/AR 5116.1 STUDENT – INTRADISTRICT OPEN ENROLLMENT. NONRESIDENT STUDENTS MAY APPLY FOR INTERDISTRICT ATTENDANCE IN ACCORDANCE WITH THE TIMELINES SPECIFIED IN APPLICABLE BOARD POLICIES AND ADMINISTRATIVE REGULATIONS.

(cf. 5116.1 - Intradistrict Open Enrollment)
(cf. 5117 - Interdistrict Attendance)
(cf. 5118 - Open Enrollment Act Transfers)

THE SUPERINTENDENT OR DESIGNEE MAY ADMIT TO THE NINTH GRADE ONLY

ADMISSION (cont.)

THOSE STUDENTS WHO HAVE PROMOTED FROM EIGHTH GRADE OR WHO ARE RECOMMENDED IN WRITING BY THEIR EIGHTH-GRADE PRINCIPAL AS CAPABLE OF PROFITING FROM HIGH SCHOOL INSTRUCTION.

(cf. 5123 - Promotion/Acceleration/Retention)

Legal Reference:

EDUCATION CODE

234.7 Student protections relating to immigration and citizenship status
46300 Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten
46600 Agreements for admission of students desiring interdistrict attendance
48000 Minimum age of admission (kindergarten)
48002 Evidence of minimum age required to enter kindergarten or first grade
48010 Minimum age of admission (first grade)
48011 Admission from kindergarten or other school; minimum age
48050-48053 Nonresidents
48200 Children between ages of 6 and 18 years (compulsory full-time education)
48350-48361 Open Enrollment Act
48645.5 Enrollment of former juvenile court school students
48850-48859 Educational placement of homeless and foster youth
49076 Access to records by persons without written consent or under judicial order
49076.7 Student records; data privacy; social security numbers
49408 Information of use in emergencies
49700-49703 Education of children of military families

HEALTH AND SAFETY CODE

120325-120380 Immunization against communicable diseases
121475-121520 Tuberculosis tests for students

CODE OF REGULATIONS, TITLE 5

Promotion from kindergarten to first grade
Admission to high school

CODE OF REGULATIONS, TITLE 17

6000-6075 School attendance immunization requirements

CIVIL CODE, TITLE 51

Unruh Civil Rights

CODE OF CIVIL PROCEDURE, TITLE 1002.7

Provision in enrollment agreement waiving legal rights, remedy, forum, proceeding or procedure; criminal sexual assault or sexual battery

Management Resources:

CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATION

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

COURT DECISION

Plyler v. Doe, 457 U.S. 202 (1982)

U.S. DEPARTMENT OF JUSTICE CIVIL RIGHTS DIVISION AND U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS JOINT PUBLICATIONS

Dear Colleague Letter: School Enrollment Procedures, May 8, 2014

ADMISSION (cont.)

Fact Sheet: Information on the Rights of All Children to Enroll in School, May 8, 2014

Information on the Rights of All Children to Enroll in School: Questions and Answers for States, School Districts and Parents, May 8, 2014

WEBSITES

California School Boards Association: www.csba.org

California Office of the Attorney General: oag.ca.gov

U.S. Department of Education: www.cde.ca.gov

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

U.S. Department of Education, Office for Civil Rights: www2.ed.gov/ocr

Chino Valley Unified School District

Policy adopted: January 23, 1997

Revised: May 7, 2009

Revised: January 17, 2013

Revised: August 20, 2020

Revised: December 15, 2022

REVISED:

BULLYING

The Board of Education recognizes the harmful effects of bullying on student well-being, student learning, and school attendance and desires to provide A safe school environments that protects students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student. No individual or group shall, through physical, written, verbal, visual, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel, or retaliate against them for filing a complaint or participating in the complaint resolution process.

(cf. 5131 - Conduct)
(cf. 5136 - Gangs)
(cf. 5145.3 - Nondiscrimination/Harassment of Students)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)

Cyberbullying includes the electronic creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images. Cyberbullying also includes breaking into another person's electronic account and assuming that person's online identity in order to damage that person's reputation.

(cf. 5145.2 - Freedom of Speech/Expression)

Strategies for addressing bullying in District schools shall be developed with involvement of key educational partners, including students, parents/guardians, and staff, and may be incorporated into the comprehensive safety plans, the local control and accountability plan, and other applicable District and school plans.

(cf. 0420 - School Plans/Site Councils)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 1220 - Citizen Advisory Committees)
(cf. 1400 - Relations between Other Governmental Agencies and the Schools)
(cf. 6020 - Parent Involvement)

As appropriate, the Superintendent or designee may collaborate with law enforcement, courts, social services, mental health services, and community organizations in the development and implementation of effective strategies to promote safety in schools and the community and to provide services for complainants and respondents of bullying.

Bullying Prevention

To the extent possible, District schools shall focus on prevention of bullying by establishing clear rules for student conduct and implementing strategies to promote a positive, collaborative school climate. Students shall be informed, through student

BULLYING (cont.)

handbooks and other appropriate means, of District and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying.

(cf. 5137 - Positive School Climate)

As appropriate, the District shall provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

THE DISTRICT SHALL ALSO EDUCATE STUDENTS ABOUT THE NEGATIVE IMPACT OF BULLYING, DISCRIMINATION, INTIMIDATION, AND HARASSMENT/BULLYING BASED ON ACTUAL OR PERCEIVED IMMIGRATION STATUS, RELIGIOUS BELIEFS AND CUSTOMS, OR ANY OTHER INDIVIDUAL BIAS OR PREJUDICE.

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6142.94 - History/Social Science Instruction)

(cf. 6163.4 - Student Use of Technology)

The Superintendent or designee shall make available to all certificated staff and to other employees who have regular interaction with students training on the dynamics of bullying and cyberbullying, including the identification of bullying and cyberbullying and the implementation of strategies to address bullying. THE TRAINING SHALL ALSO RAISE AWARENESS ABOUT THE LEGAL OBLIGATION OF THE DISTRICT AND ITS EMPLOYEES TO PREVENT DISCRIMINATION, HARASSMENT, INTIMIDATION, AND BULLYING OF DISTRICT STUDENTS. SUCH TRAINING SHALL BE DESIGNED TO PROVIDE STAFF WITH THE SKILLS TO: (Education Code 32283.5)

1. DISCUSS THE DIVERSITY OF THE STUDENT BODY AND SCHOOL COMMUNITY, INCLUDING BUT NOT LIMITED TO THEIR VARYING IMMIGRATION EXPERIENCES
2. DISCUSS BULLYING PREVENTION STRATEGIES WITH STUDENTS, AND TEACH STUDENTS TO RECOGNIZE THE BEHAVIOR AND CHARACTERISTICS OF BULLYING RESPONDENTS AND COMPLAINANTS
3. IDENTIFY THE SIGNS OF BULLYING OR HARASSING BEHAVIOR
4. TAKE IMMEDIATE CORRECTIVE ACTION WHEN BULLYING IS OBSERVED
5. REPORT INCIDENTS TO THE APPROPRIATE AUTHORITIES, INCLUDING LAW ENFORCEMENT IN INSTANCES OF CRIMINAL BEHAVIOR

BULLYING (cont.)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness an act of bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of complainants and respondents and may contact law enforcement.

The Superintendent, principal, or principal's designee may refer a complainant, witness, respondent, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

(cf. 6164.2 - Guidance/Counseling Services)

Report and Filing of Complaints

Any complaint of bullying, whether it is discriminatory or nondiscriminatory, shall be investigated and resolved in accordance with law and the District's Uniform Complaint Procedures (UCP) specified in Administrative Regulation (AR) 1312.3.

(cf. 1312.3 - Uniform Complaint Procedures)

The Board of Education designates the following position as the district compliance officer and designee regarding student-on-student bullying complaints:

BULLYING (cont.)

Antonia Hunt, Ed.D
Equity, Diversity, and Support Systems Coordinator
5130 Riverside Drive, Chino, CA 91710
(909) 628-1201 ext. 6745

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, district compliance officer, or any other available school employee. Within one business day of receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report his/her observation to the principal or district compliance officer, whether or not the complainant files a complaint.

Within two business days of receiving a report of bullying, the principal shall notify the district compliance officer.

When a student is reported to be engaging in bullying off campus, the Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee also may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

When a report of bullying is submitted, the principal or district compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with UCP AR 1312.3. The student who is the complainant shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

Investigation and Resolution of Complaints

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the UCP AR 1312.3.

If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all

BULLYING (cont.)

necessary actions to resolve the complaint.

Discipline

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with District policies and regulations.

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

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

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

If the Superintendent or designee believes it is in the best interest of a student whose complaint has been substantiated as an act of bullying, as defined in Education Code 48900, the Superintendent or designee shall advise the student's parents/guardians that the student may transfer to another school. If the parents /guardians of a student whose complaint has been substantiated as an act of bullying requests a transfer for the student pursuant to Education Code 46600, the Superintendent or designee shall allow the transfer in accordance with law and district policy on intradistrict or interdistrict transfer, as applicable.

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict Attendance)

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

Legal Reference:**EDUCATION CODE**

200-262.4 Prohibition of discrimination

32282 Comprehensive safety plan

32283.5 Bullying; online training

35181 Governing board policy on responsibilities of students

35291-35291.5 Rules

46600 Student transfers

48900-48925 Suspension or expulsion

48985 Translation of notices

52060-52077 Local control and accountability plan

PENAL CODE

422.55 Definition of hate crime

647 Use of camera or other instrument to invade person's privacy; misdemeanor

647.7 Use of camera or other instrument to invade person's privacy; punishment

653.2 Electronic communication devices, threats to safety

BULLYING (cont.)

Code of Regulations, Title 5
4600-4670 Uniform complaint procedures
United States Code, Title 47
254 Universal service discounts (e-rate)
Code of Federal Regulations, Title 28
35.107 Nondiscrimination on basis of disability; complaints
Code of Federal Regulations, Title 34
104.7 Designation of responsible employee for Section 504
106.8 Designation of responsible employee for Title IX
110.25 Notification of nondiscrimination on the basis of age

COURT DECISIONS

Wynar v. Douglas County School District, (2013) 728 F.3d 1062
J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094
Lavine v. Blaine School District, (2002) 279 F.3d 719

Management Resources:

CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities & Facilities, Legal Guidance, March 2014
Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
Addressing the Conditions of Children: Focus on Bullying, Governance Brief, December 2012
Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
Cyberbullying: Policy Considerations for Boards, Policy Brief, rev. July 2010
Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Bullying Module
California's Social and Emotional Learning: Guiding Principles, 2018
Social and Emotional Learning in California: A Guide to Resources, 2018
Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008
Bullying at School, 2003

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California K-12 Schools in Responding to Immigration Issues, April 2018

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

Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014
Guidance to America's Schools: Bullying of Students with Disabilities, October 2014
Dear Colleague Letter: Guidance on Schools' Obligations to Protect Students from Student-on-Student Harassment on the Basis of Sex; Race, Color and National Origin; and Disability, October 26, 2010
Dear Colleague Letter: Harassment and Bullying, October 2010

WEBSITES

California School Boards Association: www.csba.org
California Department of Education, Safe Schools Office: www.cde.ca.gov/lr/ss
California Office of the Attorney General: oag.ca.gov
Center on Great Teachers and Leaders: gtlcenter.org
Collaborative for Academic Social and Emotional Learning: casel.org
Common Sense Media: www.commonsensemedia.org
National School Safety Center: www.schoolsafety.us
Partnership for Children and Youth: www.partnerforchildren.org
U.S. Department of Education: www.ed.gov

BULLYING (cont.)

Chino Valley Unified School District

Policy adopted: June 14, 2012

Revised: November 5, 2015

Revised: September 15, 2016

Revised: June 29, 2017

Revised: October 6, 2022

REVISED:

SUICIDE PREVENTION

The Board of Education recognizes that suicide is a leading cause of death among youth, PREVENTION IS A COLLECTIVE EFFORT THAT REQUIRES EDUCATIONAL PARTNER ENGAGEMENT, and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. In an effort to reduce suicidal behavior and its impact on students and families, AND OTHER TRAUMA ASSOCIATED WITH SUICIDE, the Superintendent or designee shall develop measures, and strategies, PRACTICES, AND SUPPORTS for suicide prevention, intervention, and postvention.

~~In developing measures and strategies for use by the District~~ POLICY AND PROCEDURES FOR SUICIDE PREVENTION, INTERVENTION, AND POSTVENTION, the Superintendent or designee ~~may~~ HAS CONSULTED ~~SHALL~~ ~~consult~~ with school AND COMMUNITY EDUCATIONAL PARTNERS, SCHOOL-EMPLOYED MENTAL health professionals, ~~school counselors, school psychologists, administrators, other staff, parents/guardians, students,~~ suicide prevention experts, ~~local health agencies, mental health professionals, and community organizations~~ AND, IN DEVELOPING POLICY FOR GRADES K-6, THE COUNTY MENTAL HEALTH PLAN. (EDUCATION CODE 215)

(cf. 1220 - Citizen Advisory Committees)

(cf. 1400 - Relations between Other Governmental Agencies and the Schools)

SCHOOL AND COMMUNITY EDUCATIONAL PARTNERS AND SCHOOL MENTAL HEALTH PROFESSIONALS WITH WHOM THE SUPERINTENDENT OR DESIGNEE SHALL CONSULT MAY INCLUDE DISTRICT AND SCHOOL ADMINISTRATORS, SCHOOL COUNSELORS, SCHOOL PSYCHOLOGISTS, SCHOOL SOCIAL WORKERS, SCHOOL NURSES, OTHER STAFF, PARENTS/GUARDIANS AND CAREGIVERS, STUDENTS, LOCAL HEALTH AGENCIES, MENTAL HEALTH PROFESSIONALS, COMMUNITY ORGANIZATIONS, LAW ENFORCEMENT, LEGAL COUNSEL, AND/OR THE DISTRICT'S RISK MANAGER OR INSURANCE CARRIER. THE SUPERINTENDENT OR DESIGNEE MAY ALSO COLLABORATE WITH COUNTY AND/OR CITY GOVERNMENTS IN AN EFFORT TO ALIGN DISTRICT POLICY WITH ANY EXISTING COMMUNITY SUICIDE PREVENTION PLANS.

~~Such m~~Measures and strategies FOR SUICIDE PREVENTION, INTERVENTION, AND POSTVENTION shall include, but are not limited to:

1. Staff development AND TRAINING on suicide awareness and prevention for teachers, INTERNS, school counselors, and otherS ~~District employees~~ who interact with students, ~~in the secondary grades~~ INCLUDING, AS APPROPRIATE, SUBSTITUTE TEACHERS, COACHES, EXPANDED DAY LEARNING STAFF, CROSSING GUARDS, TUTORS, AND VOLUNTEERS.

SUICIDE PREVENTION (cont.)

THE APPROVED materials for training shall include how to identify appropriate mental health services at the school site and within the community, and when and how to refer youth and their families to those services. MATERIALS ALSO MAY INCLUDE PROGRAMS THAT CAN BE COMPLETED THROUGH SELF-REVIEW OF SUITABLE SUICIDE PREVENTION MATERIALS. (Education Code 215)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

2. Instruction to students in problem-solving, ~~and~~ coping, AND RESILIENCY skills to promote students' mental, emotional, and social health and well-being, AS WELL AS INSTRUCTION IN RECOGNIZING AND APPROPRIATELY RESPONDING TO WARNING SIGNS OF SUICIDAL INTENT IN OTHERS

(cf. 6142.8 - Health Education)

3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and is characterized by caring staff and harmonious interrelationships among students

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

4. THE REVIEW OF MATERIALS AND RESOURCES USED IN AWARENESS EFFORTS AND COMMUNICATIONS TO ENSURE THEY ALIGN WITH BEST PRACTICES FOR SAFE AND EFFECTIVE MESSAGING ABOUT SUICIDE
5. THE PROVISION OF INFORMATION TO PARENTS/GUARDIANS AND CAREGIVERS REGARDING RISK AND PROTECTIVE FACTORS, WARNING SIGNS OF SUICIDE, THE SEVERITY OF THE SUICIDE PROBLEM AMONG YOUTH, THE DISTRICT'S SUICIDE PREVENTION CURRICULUM, THE DISTRICT'S SUICIDE PREVENTION POLICY AND PROCEDURES, BASIC STEPS FOR HELPING SUICIDAL YOUTH, THE IMPORTANCE OF COMMUNICATING WITH APPROPRIATE STAFF IF SUICIDE RISK IS PRESENT OR SUSPECTED, ACCESS TO SUICIDE PREVENTION TRAINING, AND/OR SCHOOL AND COMMUNITY RESOURCES THAT CAN HELP YOUTH IN CRISIS
6. 4. Encouragement for students to notify appropriate school personnel or other adults

SUICIDE PREVENTION (cont.)

when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions

7. ~~5.~~ Crisis intervention procedures for addressing suicide threats or attempts
8. ~~6.~~ Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide
9. ESTABLISHMENT OF DISTRICT AND/OR SCHOOL-SITE CRISIS INTERVENTION TEAM(S) TO ENSURE THE PROPER IMPLEMENTATION AND REVIEW OF THIS POLICY AND OTHER DISTRICT PRACTICES RELATED TO THE EMOTIONAL AND BEHAVIORAL WELLNESS OF STUDENTS, INCLUDING, BUT NOT LIMITED TO, THE OVERSIGHT OF MENTAL HEALTH AND SUICIDE PREVENTION TRAINING, COLLABORATION WITH COMMUNITY MENTAL HEALTH ORGANIZATIONS, IDENTIFICATION OF RESOURCES AND ORGANIZATIONS THAT PROVIDE EVIDENCE-BASED TREATMENT, COLLABORATION TO BUILD COMMUNITY RESPONSE, AND COMPLIANCE WITH EDUCATION CODE 215

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth. (Education Code 215)

THE BOARD SHALL ENSURE THAT MEASURES AND STRATEGIES FOR STUDENTS IN GRADES K-6 ARE AGE APPROPRIATE AND DELIVERED AND DISCUSSED IN A MANNER THAT IS SENSITIVE TO THE NEEDS OF YOUNG STUDENTS. (EDUCATION CODE 215)

IF A REFERRAL IS MADE FOR MENTAL HEALTH OR RELATED SERVICES FOR A STUDENT IN GRADE K-6 WHO IS A MEDICAL BENEFICIARY, THE SUPERINTENDENT OR DESIGNEE SHALL COORDINATE AND CONSULT WITH THE COUNTY MENTAL HEALTH PLAN. (EDUCATION CODE 215)

DISTRICT EMPLOYEES SHALL ACT ONLY WITHIN THE AUTHORIZATION AND SCOPE OF THEIR CREDENTIAL OR LICENSE. NOTHING IN THIS POLICY SHALL BE CONSTRUED AS AUTHORIZING OR ENCOURAGING DISTRICT EMPLOYEES TO DIAGNOSE OR TREAT MENTAL ILLNESS UNLESS THEY ARE SPECIFICALLY LICENSED AND EMPLOYED TO DO SO. (EDUCATION CODE 215)

The Board shall review, and update as necessary, the TK-12 SUICIDE PREVENTION

SUICIDE PREVENTION (cont.)

policy at least every five years. THE BOARD MAY, AT ITS DISCRETION, REVIEW THE TK-12 SUICIDE PREVENTION POLICY MORE FREQUENTLY. (Education Code 215)

THE SUPERINTENDENT OR DESIGNEE SHALL PERIODICALLY REVIEW DISTRICT DATA PERTAINING TO SCHOOL CLIMATE AND REPORTS OF SUICIDAL IDEATION, ATTEMPTS, OR DEATH TO IDENTIFY PATTERNS OR TRENDS AND MAKE RECOMMENDATIONS REGARDING PROGRAM DEVELOPMENT.

THE SUPERINTENDENT OR DESIGNEE SHALL POST THIS POLICY ON THE DISTRICT'S WEB SITE, IN A PROMINENT LOCATION AND IN A MANNER THAT IS EASILY ACCESSIBLE TO PARENTS/GUARDIANS AND STUDENTS. (Education Code 234.6)

TRAINING AND EDUCATION

TRAINING SHALL BE PROVIDED TO ALL STAFF THAT INCLUDES RISK FACTORS AND WARNING SIGNS OF SUICIDE, SUICIDE PREVENTION, INTERVENTION, REFERRAL, AND POSTVENTION. ALL TRAININGS SHALL BE OFFERED UNDER SCHOOL-EMPLOYED MENTAL HEALTH PROFESSIONALS WHO HAVE RECEIVED ADVANCED TRAINING SPECIFIC TO SUICIDE AND MAY BENEFIT FROM COLLABORATION WITH ONE OR MORE COUNTY AND/OR COMMUNITY MENTAL HEALTH AGENCIES.

THE TRAINING PROVIDED WILL INCLUDE CORE COMPONENTS OF SUICIDE PREVENTION, SUCH AS:

- SUICIDE RISK FACTORS, WARNING SIGNS, AND PROTECTIVE FACTORS;
- HOW TO TALK WITH A STUDENT ABOUT THOUGHTS OF SUICIDE;
- HOW TO RESPOND APPROPRIATELY TO THE YOUTH WHO HAS SUICIDAL THOUGHTS;
- THE REFERRAL OF A STUDENT, ON THE SAME DAY, WHO IS IDENTIFIED TO BE AT RISK OF SUICIDE FOR ASSESSMENT WHILE STAYING UNDER CONSTANT MONITORING BY A STAFF MEMBER;
- EMPHASIS ON REDUCING THE STIGMA ASSOCIATED WITH MENTAL ILLNESS AND THAT EARLY PREVENTION AND INTERVENTION CAN DRASTICALLY REDUCE THE RISK OF SUICIDE;
- A REVIEW OF THE DATA ANNUALLY TO IDENTIFY TRENDS IN THE PREVALENCE OR OCCURRENCE OF SUICIDE IDEATION, ATTEMPTS, OR DEATH;
- THE IMPACT OF TRAUMATIC STRESS ON EMOTIONAL AND MENTAL HEALTH;

SUICIDE PREVENTION (cont.)

- COMMON MISCONCEPTIONS ABOUT SUICIDE;
- SCHOOL AND COMMUNITY SUICIDE PREVENTION RESOURCES;
- APPROPRIATE MESSAGING ABOUT SUICIDE;
- THE PROCEDURES FOR RESPONDING TO SUICIDE RISK AND THE AFTERMATH OF SUICIDAL BEHAVIOR; AND
- RESOURCES REGARDING YOUTH SUICIDE PREVENTION.

TRAINING RESOURCES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

- [HTTPS://WWW.EVOLUTIONOFPSYCHOTHERAPY.COM/](https://www.evolutionofpsychotherapy.com/)
- [HTTPS://WWW.CRISISPREVENTION.COM/](https://www.crisisprevention.com/)
- [HTTPS://WWW.LIVINGWORKS.NET/ASIST](https://www.livingworks.net/asist)
- [HTTPS://WWW.CARS-RP.ORG/](https://www.cars-rp.org/)
- [HTTPS://LEARN.NCTSN.ORG/](https://learn.nctsn.org/)

SUICIDE PREVENTION EXPLANATION FOR TK-6TH GRADE

CHINO VALLEY UNIFIED SCHOOL DISTRICT (CVUSD) WANTS TO KEEP ALL STUDENTS SAFE. WE HAVE PEOPLE WHO CAN HELP IF YOU ARE NOT FEELING OKAY. WE WORK TOGETHER WITH THE COUNTY MENTAL HEALTH PLAN SO STUDENTS CAN GET FREE HELP IF THEY NEED IT. WE ALSO HAVE WAYS TO GET HELP ON OUR WEBSITE AT [HTTPS://WWW.CHINO.K12.CA.US/](https://www.chino.k12.ca.us/). WE CAN HELP ALL STUDENTS AND THOSE IN A HIGH-RISK GROUP.

TO KEEP STUDENTS HEALTHY AND PREVENT SELF-HARM, CVUSD USES SECOND STEP CURRICULUM:

- TO BE MINDFUL OF THEIR SELF AND THEIR FEELINGS;
- HOW TO BE KIND TO EVERYONE;
- HOW TO MAKE GOOD DECISIONS;
- WHAT TO DO IF SOMEONE IS BEING MEAN OR A BULLY;
- HOW TO ASK FOR HELP;
- HOW TO GET HELP FOR OTHERS; AND
- HOW TO COPE WITH STRESS AND TRAUMA.

IF YOU NEED HELP OR SOMEONE TO TALK TO YOU CAN ASK A SCHOOL STAFF PERSON FOR HELP. SCHOOL STAFF CAN ONLY HELP WITHIN THE AUTHORIZATION AND SCOPE OF THEIR CREDENTIAL OR LICENSE. ONLY THOSE WITH THE RIGHT TRAINING AND LICENSE CAN DIAGNOSE OR TREAT MENTAL ILLNESS. EVERY STAFF PERSON, HOWEVER, MUST BE KIND AND CARING.

SUICIDE PREVENTION (cont.)

SCHOOL STAFF ARE TRAINED BY EXPERTS TO HELP:

- LOOK FOR STUDENTS WHO ARE IN CRISIS OR DISPLAY WARNING SIGNS;
- FIND THE RIGHT MENTAL HEALTH SERVICES AT SCHOOL AND OUTSIDE SCHOOL; AND
- REFER STUDENTS AND FAMILIES TO THOSE SERVICES.

IF SCHOOL STAFF HEAR OR SEE ANY WARNING SIGNS, THEY WILL ASK A COUNSELOR TO HELP THE STUDENT. ANY STUDENT, WHO IS IN CRISIS, WILL NOT BE LEFT ALONE. THE SCHOOL COUNSELOR WILL DECIDE THE RISK OF HARM AND HOW BEST TO HELP THE STUDENT.

IF STUDENTS TRY TO HURT THEMSELVES AT SCHOOL, STAFF WILL:

- REMAIN CALM AND LET THE PRINCIPAL KNOW WHAT IS HAPPENING.
- GET EMERGENCY MEDICAL SERVICES FOR THE STUDENT.
- BE CARING AND STAY WITH THE STUDENT UNTIL HELP ARRIVES.
- OFFER HELP TO THE STUDENT AND THEIR FAMILY; AND
- HELP THE STUDENT COME BACK TO SCHOOL WHEN THEY ARE READY.

IF STUDENTS TRY TO HURT THEMSELVES AWAY FROM SCHOOL, STAFF WILL:

- LET THE PRINCIPAL KNOW WHAT IS HAPPENING.
- OFFER HELP TO THE STUDENT AND THEIR FAMILY; AND
- HELP THE STUDENT COME BACK TO SCHOOL WHEN THEY ARE READY.

AFTER A STUDENT HAS OR KNOWS SOMEONE WHO HAS HAD, A CRISIS, STAFF WILL:

- SHARE WHAT HAPPENED WITH ONLY THOSE WHO NEED TO KNOW.
- MAKE A PLAN WITH THE FAMILY TO HELP THE STUDENT.
- HELP THE STUDENT MAKE UP ANY MISSED WORK.
- BE CARING AND HELP THE STUDENT IN SCHOOL.
- FOLLOW UP WITH THE STUDENT AND FAMILY OFTEN TO SEE WHAT HELP IS NEEDED.

IF SOMEONE DIES BY SUICIDE STAFF WILL:

- SEND A TEAM TO THE SCHOOL TO HELP ANYONE WHO IS IN NEED, AND
- OFFER HELP TO ANY FAMILIES WHO ARE IN NEED.

SUICIDE PREVENTION (cont.)

IF ANY STUDENT EVER NEEDS HELP, THEY CAN:

- ASK ANY STAFF PERSON FOR HELP.
- FILL OUT A SCHOOL REQUEST FOR HELP FORM.
- ASK FOR HELP ON THE DISTRICT WEBSITE ONE-STOP-SHOP.
- TEXT THE NATIONAL ALLIANCE ON MENTAL ILLNESS (NAMI) TO 741-741 TO BE CONNECTED TO A FREE, TRAINED CRISIS COUNSELOR ON THE CRISIS TEXT LINE.
- CALL THE CRISIS HOTLINE AT 1-800-991-5272
- CALL THE NATIONAL SUICIDE PREVENTION LIFELINE AT 1-800-273-8255

Legal Reference:

EDUCATION CODE

215 Student Suicide Prevention Policies

32280-32289 Comprehensive Safety Plan

49060-49079 Student records

49602 Confidentiality of student information

49604 Suicide prevention training for school counselors

GOVERNMENT CODE

810-996.6 Government Claims Act

PENAL CODE

11164-11174.3 Child Abuse and Neglect Reporting Act

WELFARE AND INSTITUTIONS CODE

5698 Emotionally disturbed youth; legislative intent

5850-5883 Mental Health Services Act

COURT DECISIONS

Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools, Kindergarten through Grade Twelve, 2008

Health Framework for California Public Schools, Kindergarten through Grade Twelve, 2003

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009

NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS

Preventing Suicide, Guidelines for Administrators and Crisis Teams, 2015

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS

Preventing Suicide, A Toolkit for High Schools, 2012

National Strategy for Suicide Prevention: Goals and Objectives for Action, 2012

WEBSITES

American Association of Suicidology: www.suicidology.org

American Foundation for Suicide Prevention: www.afsp.org

American Psychological Association: www.apa.org

American School Counselor Association: www.schoolcounselor.org

SUICIDE PREVENTION (cont.)

California Department of Education, Mental Health: www.cde.ca.gov/ls/cg/mh

California Department of Health Care Services, Suicide Prevention Program:

www.dhcs.ca.gov/services.MH/Pages/SuicidePrevention.aspx

Centers for Disease Control and Prevention, Mental Health: www.cdc.gov/mentalhealth

National Institute for Mental Health: www.nimh.nih.gov

National Institute for Mental Health: www.nimh.nih.gov

U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services

Administration: www.samhsa.gov

Chino Valley Unified School District

Policy Adopted: August 12, 1999

Revised: March 17, 2011

Revised: September 7, 2017

Revised: July 18, 2019

REVISED:

RESPONSE TO IMMIGRATION ENFORCEMENT

The Board of Education is committed to the success of all students and believes that every school site should be a safe and welcoming place for all students and their families irrespective of their citizenship or immigration status.

District staff shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at District schools, except as may be required by state and federal law. (Education Code 234.7)

(cf. 5111 - Admission)

(cf. 5111.1 - District Residency)

No student shall be denied equal rights and opportunities nor be subjected to unlawful discrimination, harassment, intimidation, or bullying in the District's programs and activities on the basis of his/her immigration status. (Education Code 200, 220, 234.1)

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

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

The Superintendent or designee shall notify parents/guardians regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement. (Education Code 234.7)

(cf. 5145.6 - Parental Notifications)

Consistent with requirements of the California Office of the Attorney General, the Superintendent or designee shall develop procedures for addressing any requests by a law enforcement officer for access to District records, school sites, or students for the purpose of immigration enforcement.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

The Superintendent or designee shall notify the Board of Education in a timely manner if there are any requests for information or access to a school site by an officer or employee of a law enforcement agency for the purpose of enforcing the immigration laws. Such notification shall be provided in a manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

RESPONSE TO IMMIGRATION ENFORCEMENT (cont.)

ATTORNEY GENERAL GUIDANCE

THE SUPERINTENDENT OR DESIGNEE SHALL NOTIFY PARENTS AND GUARDIANS OF THEIR CHILDREN'S RIGHT TO A FREE PUBLIC EDUCATION, REGARDLESS OF IMMIGRATION STATUS OR RELIGIOUS BELIEFS. THE GOVERNING BOARD SHALL ADOPT AND PUBLICIZE POLICIES THAT PROHIBIT DISCRIMINATION, HARASSMENT, INTIMIDATION, AND BULLYING ON THE BASIS OF A STUDENT'S ACTUAL OR PERCEIVED NATIONALITY, ETHNICITY, OR IMMIGRATION STATUS. THOSE POLICIES MUST BE TRANSLATED IN THE STUDENT'S PRIMARY LANGUAGE IF AT LEAST 15 PERCENT OF THE STUDENTS ENROLLED IN THE SCHOOL SPEAK A SINGLE PRIMARY LANGUAGE OTHER THAN ENGLISH.

IF SCHOOL PERSONNEL WITNESSES AN ACT OF DISCRIMINATION, HARASSMENT, INTIMIDATION, OR BULLYING, THEY SHALL TAKE IMMEDIATE STEPS TO INTERVENE WHEN SAFE TO DO SO; THE DISTRICT HAS DEVELOPED A TIMELINE TO INVESTIGATE AND RESOLVE COMPLAINTS OF DISCRIMINATION, HARASSMENT, INTIMIDATION, OR BULLYING THAT SHALL BE FOLLOWED BY ALL SCHOOLS UNDER THE JURISDICTION OF THE LOCAL EDUCATIONAL AGENCY; AND AN APPEAL PROCESS AFFORDED TO THE COMPLAINANT SHOULD HE OR SHE DISAGREE WITH THE RESOLUTION OF A COMPLAINT. ANY COMPLAINT OF BULLYING, WHETHER IT IS DISCRIMINATORY OR NONDISCRIMINATORY, SHALL BE INVESTIGATED AND RESOLVED IN ACCORDANCE WITH LAW AND THE DISTRICT'S UNIFORM COMPLAINT PROCEDURES (UCP) SPECIFIED IN ADMINISTRATIVE REGULATION (AR) 1312.3.

(cf. 1312.3 - Uniform Complaint Procedures)

THE DISTRICT SHALL EDUCATE STUDENTS ABOUT THE NEGATIVE IMPACT OF BULLYING OTHER STUDENTS BASED ON THEIR ACTUAL OR PERCEIVED IMMIGRATION STATUS OR THEIR RELIGIOUS BELIEFS OR CUSTOMS.

THE ADMINISTRATION SHALL ENSURE THAT COMPLAINT PROCEDURES CONTAIN CONFIDENTIALITY SAFEGUARDS FOR IMMIGRATION STATUS INFORMATION AND SHALL PROHIBIT RETALIATION AGAINST A PERSON WHO SUBMITS A COMPLAINT OF DISCRIMINATION, HARASSMENT, INTIMIDATION, OR BULLYING.

THE SUPERINTENDENT OR DESIGNEE WILL TRAIN TEACHERS, STAFF, AND PERSONNEL TO ENSURE THAT THEY ARE AWARE OF THEIR LEGAL DUTY TO TAKE REASONABLE STEPS TO ELIMINATE A HOSTILE ENVIRONMENT AND RESPOND TO ANY INCIDENTS OF HARASSMENT BASED ON THE ACTUAL OR

RESPONSE TO IMMIGRATION ENFORCEMENT (cont.)

PERCEIVED CHARACTERISTICS NOTED ABOVE. SUCH TRAINING SHOULD, AT MINIMUM, PROVIDE AGENCY PERSONNEL WITH THE SKILLS TO DO THE FOLLOWING:

1. DISCUSS THE VARYING IMMIGRATION EXPERIENCES AMONG MEMBERS OF THE STUDENT BODY AND SCHOOL COMMUNITY;
2. DISCUSS BULLYING-PREVENTION STRATEGIES WITH STUDENTS, AND TEACH STUDENTS TO RECOGNIZE THE BEHAVIOR AND CHARACTERISTICS OF BULLYING PERPETRATORS AND VICTIMS;
3. IDENTIFY THE SIGNS OF BULLYING OR HARASSING BEHAVIOR;
4. TAKE IMMEDIATE CORRECTIVE ACTION WHEN BULLYING IS OBSERVED; AND
5. REPORT INCIDENTS TO THE APPROPRIATE AUTHORITIES, INCLUDING LAW ENFORCEMENT IN INSTANCES OF CRIMINAL BEHAVIOR.

Legal Reference:

EDUCATION CODE

200 Educational Equity

220 Prohibition of Discrimination

234.1 Safe Place to Learn Act

234.7 Student Protections Relating to Immigration and Citizenship Status

48204.4 Evidence of Residency for School Enrollment

48980 Parental Notifications

48985 Notices to Parents in Language Other than English

GOVERNMENT CODE

8310.3 California Religious Freedom Act

PENAL CODE

422.55 Definition of Hate Crime

627.1-627.6 Access to School Premises, Outsiders

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

COURT DECISIONS

Plyler V. Doe, 457 U.S. 202 (1982)

Management Resources:

CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Legal Guidance on Providing all Children Equal Access to Education, Regardless of Immigration Status, February 2017

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting A Safe And Secure Learning Environment For All: Guidance And Model Policies To Assist California's K-12 Schools In Responding To Immigration Issues, April 2018

WEBSITES

California School Boards Association: <http://www.csba.org>

California Office of the Attorney General: <http://oag.ca.gov>

California Department of Education: <http://www.cde.ca.gov>

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

California Department of Justice: <http://www.justice.gov>

RESPONSE TO IMMIGRATION ENFORCEMENT (cont.)

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

U.S. Immigration and Customs Enforcement: <http://www.ice.gov>

U.S. Immigration and Customs Enforcement, Online Detainee Locator System: <http://locator.ice.gov/odls>

Chino Valley Unified School District

Policy Adopted: September 1, 2022

REVISED:

NONDISCRIMINATION/HARASSMENT OF STUDENTS

The Board of Education desires to provide a safe school environment that allows all students equal access and opportunities in the District's academic, extracurricular, and other educational support programs, services and activities. The Board of Education prohibits, at any District school or school activity, unlawful discrimination, ~~including discriminatory~~ harassment, (INCLUDING SEXUAL OR DISCRIMINATORY), intimidation, and bullying, targeted at any student by anyone, based on the student's actual or perceived race, color, ancestry, national origin, nationality, immigration status, ethnicity, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, MEDICAL CONDITION, sex, sexual orientation, gender, gender identity, or gender expression or genetic information, or association with a person or group with one or more of these actual or perceived characteristics. THE COORDINATOR/COMPLIANCE OFFICER(S) MAY BE CONTACTED AT: (EDUCATION CODE 234.1; 5 CCR 4621)

ANTONIA HUNT, ED.D., TITLE IX COORDINATOR, COORDINATOR, EQUITY, DIVERSITY, & SUPPORT SYSTEMS, EQUITY COMPLIANCE OFFICER, AND DISTRICT COORDINATOR FOR NONDISCRIMINATION
5130 RIVERSIDE DRIVE, CHINO, CA 91710
909-628-1201 EXTENSION 6781
ANTONIA_HUNT@CHINO.K12.CA.US

AL BENNETT, COORDINATOR, CHILD WELFARE AND ATTENDANCE, DISTRICT SECTION 504 COORDINATOR, AND TITLE II COORDINATOR (STUDENTS)
5130 RIVERSIDE DRIVE, CHINO, CA 91710
909-628-1201 EXTENSION 6745
AL_BENNETT@CHINO.K12.CA.US

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 6164.6 - Identification and Education Under Section 504)

This policy shall apply to all acts CONSTITUTING UNLAWFUL DISCRIMINATION OR HARASSMENT related to school activity or to school attendance occurring within a District school, and to acts which occur off campus or outside of school- related or school-sponsored activities but which may have an impact or create a hostile environment at school.

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also OCCURS WHEN ~~includes the~~

NONDISCRIMINATION/HARASSMENT OF STUDENTS (cont.)

~~creation of a hostile environment through~~ prohibited conduct that is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of education benefits or services.

The Board of Education also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the District's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. ~~He/she shall provide information on the policy and complaint procedures related to discrimination.~~ IN ADDITION, THE SUPERINTENDENT OR DESIGNEE SHALL POST THE DISTRICT'S POLICIES PROHIBITING DISCRIMINATION, HARASSMENT, INTIMIDATION, AND BULLYING AND OTHER REQUIRED INFORMATION ON THE DISTRICT'S WEB SITE IN A MANNER THAT IS EASILY ACCESSIBLE TO PARENTS/GUARDIANS AND STUDENTS, IN ACCORDANCE WITH LAW AND THE ACCOMPANYING ADMINISTRATIVE REGULATION. The Superintendent or designee shall regularly review the implementation of the District's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the District's educational program. He/she shall report his/her findings and recommendations to the Board of Education after each review.

(cf. 1312.3 - Uniform Complaint Procedures)
 (cf. 1330 - Use of Facilities)
 (cf. 4131 - Staff Development)
 (cf. 4231 - Staff Development)
 (cf. 4331 - Staff Development)
 (cf. 6145 - Extracurricular and Cocurricular Activities)
 (cf. 6145.2 - Athletic Competition)
 (cf. 6164.2 - Guidance/Counseling Services)

NONDISCRIMINATION/HARASSMENT OF STUDENTS (cont.)

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension, or expulsion when behavior is severe or pervasive as defined in Education Code 48900.4.

(cf. 4118 - Suspension/Disciplinary Action)
 (cf. 4119.21/4219.21/4319.21 - Professional Standards)
 (cf. 4218 - Suspension, Demotion or Dismissal)
 (cf. 5144 - Discipline)
 (cf. 5144.1 - Suspension and Expulsion/Due Process)
 (cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
 (cf. 5145.2 - Freedom of Speech/Expression)

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the District to monitor, address, and prevent repetitive prohibited behavior in District schools.

(cf. 3580 - District Records)

Legal Reference:**EDUCATION CODE**

200-262.4 Prohibition of discrimination
 48900.3 Suspension or expulsion for act of hate violence
 48900.4 Suspension or expulsion for threats or harassment
 48904 Liability of parent/guardian for willful student misconduct
 48907 Student exercise of free expression
 48950 Freedom of speech
 48985 Translation of notices
 49020-49023 Athletic programs
 51500 Prohibited instruction or activity
 51501 Prohibited means of instruction
 60044 Prohibited instructional materials

CIVIL CODE

1714.1 Liability of parents/guardians for willful misconduct of minor

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

PENAL CODE

NONDISCRIMINATION/HARASSMENT OF STUDENTS (cont.)

422.55 Definition of hate crime

422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5

432 Student record

4600-4670 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

12101-12213 Title II equal opportunity for individuals with disabilities

UNITED STATES CODE, TITLE 29

794 Section 504 of Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

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

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

6101-6107 Age Discrimination Act of 1975

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

99.31 Disclosure of personally identifiable information

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

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

110.25 Prohibition of discrimination based on age

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567

Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130

Management Resources:

CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

FIRST AMENDMENT CENTER PUBLICATIONS

Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006

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

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter: Harassment and Bullying, October 2010

Notice of Non-Discrimination, Fact Sheet, August 2010

WEBSITES

California School Boards Association: www.csba.org

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

California Safe Schools Coalition: www.casafeschools.org

California Office of the Attorney General: oag.ca.gov

First Amendment Center: www.firstamendmentcenter.org

National School Boards Association: www.nsba.org

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

NONDISCRIMINATION/HARASSMENT OF STUDENTS (cont.)

Chino Valley Unified School District

Policy adopted: January 23, 1997

Revised: September 3, 1998

Revised: August 5, 2010

Revised: January 17, 2013

Revised: September 5, 2013

Revised: September 21, 2017

Revised: March 21, 2019

REVISED:

NONDISCRIMINATION/HARASSMENT OF STUDENTS

The Board of Education designates the individual(s) identified below as the employee(s) responsible for coordinating the District's efforts to comply with applicable state and federal civil rights laws, including Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Age Discrimination Act of 1975, and to answer inquiries regarding the District's nondiscrimination policies. The coordinator/compliance officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

~~Director of Student Support Services~~
~~13453 Ramona Avenue~~
~~Chino, CA 91710~~
~~909-628-1201 Extension 7750~~
~~stephanie_johnson@chino.k12.ca.us~~

ANTONIA HUNT, ED.D., TITLE IX COORDINATOR, COORDINATOR, EQUITY, DIVERSITY, & SUPPORT SYSTEMS, EQUITY COMPLIANCE OFFICER, AND DISTRICT COORDINATOR FOR NONDISCRIMINATION
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AL_BENNETT@CHINO.K12.CA.US

At the direction of the compliance officer, additional District administrators may assist in investigations within their area of expertise.

Measures to Prevent Discrimination

To prevent unlawful discrimination, ~~including discriminatory~~ harassment (INCLUDING SEXUAL OR DISCRIMINATORY), intimidation, retaliation, and bullying, of students at District schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

1. Publicize the District's nondiscrimination policy and related complaint procedures, including the coordinator/compliance officer's contact information, to students, parents/ guardians, employees, volunteers, and the general public by posting them on the District's website and other prominent locations.

NONDISCRIMINATION/HARASSMENT OF STUDENTS (cont.)

2. Post in a prominent and conspicuous location on the District and school websites information regarding Title IX prohibitions against discrimination based on a student's sex, gender, gender identity, pregnancy, and parental status, including the following: (Education Code 221.61)
 - a. The name and contact information of the District's Title IX coordinator, including the phone number and email address
 - b. The rights of students and the public and the responsibilities of the District under Title IX, including a list of rights as specified in Education Code 221.8 and web links to information about those rights and responsibilities located on the websites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights (OCR)
 - c. A description of how to file a complaint of noncompliance with Title IX in accordance with AR 1312.3 - Uniform Complaint Procedures, which shall include:
3. Provide to students a handbook that contains age-appropriate information that clearly describes the District's nondiscrimination policy, procedures for filing a complaint. (Education Code 234.1)
4. Annually notify all students and parents/guardians of the District's nondiscrimination policy, including its responsibility to provide a safe, nondiscriminatory school environment for all students, including transgender and gender-nonconforming students.

(cf. 5145.6 - Parental Notification)

5. The Superintendent or designee shall ensure that students and parents/guardians, including those with limited English proficiency, are notified of how to access the relevant information provided in the District's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning nondiscrimination shall be translated into that language in accordance with Education Code 234.1 and 48985.

6. Provide to students, employees, and parents/guardians information regarding the District's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; information shall include guidelines the District may use to provide a discrimination-free environment for all District students, including transgender and gender-

NONDISCRIMINATION/HARASSMENT OF STUDENTS (cont.)

nonconforming students.

7. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so. (Education Code 234.1)
8. At the beginning of each school year, inform each principal or designee of the District's responsibility to provide appropriate assistance or resources to protect students from threatened or potentially discriminatory behavior and ensure their privacy rights.

Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce Board Policy 5145.3 – Nondiscrimination/Harassment of Students. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti
(cf. 5131.5 - Vandalism and Graffiti)
2. Providing information to students, staff, and parents/guardians about unlawful discrimination, how to report it or file a complaint
3. Disseminating and/or summarizing the District's policy and regulation regarding unlawful discrimination
4. Consistency with the laws regarding the confidentiality of student records, communicating the school's response to students, parents/guardians, and the community
(cf. 5125 - Student Records)
5. Taking appropriate disciplinary action against students and anyone determined to have engaged in wrongdoing in violation of District policy, including any student who is found to have filed a complaint of discrimination that he/she knew was not true

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

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

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

NONDISCRIMINATION/HARASSMENT OF STUDENTS (cont.)**Process for Initiating and Responding to Complaints**

Any student who feels that he/she has been subjected to unlawful discrimination described above or in District policy is strongly encouraged to immediately contact the principal, any other staff member or compliance officer. In addition, any student who observes any such incident is strongly encouraged to report the incident to the principal, any other staff member, compliance officer, or designee, whether or not the alleged victim files a complaint.

Any school employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, or to whom such an incident is reported shall report the incident to the principal, compliance officer, or designee, within a school day, whether or not the alleged victim files a complaint.

Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When a verbal report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is made to or received by the principal or compliance officer, or designee, he/she shall make a note of the report and encourage the student or parent/guardian to file the complaint in writing, pursuant to Administrative Regulation 5145.7 – Sexual Harassment. Once notified verbally or in writing, the principal or compliance officer, or designee, shall begin the investigation and shall implement immediate measures necessary to stop the discrimination and ensure that all students have access to the educational program and a safe school environment. Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant or a student who is the victim of the alleged unlawful discrimination.

Any report or complaint alleging unlawful discrimination by the principal, compliance officer, designee, or any other person to whom a report would ordinarily be made, or complaint filed shall instead be made to or filed with the Superintendent or designee who shall determine how the complaint will be investigated.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Transgender and Gender-Nonconforming Students

Gender identity of a student means the student's gender-related identity, appearance, or behavior as determined from the student's internal sense of his/her gender, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

NONDISCRIMINATION/HARASSMENT OF STUDENTS (cont.)

Gender expression means a student's gender-related appearance and behavior, whether stereotypically associated with the student's assigned sex at birth. (Education Code 210.7)

Gender transition refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations.

Transgender student means a student whose gender identity is different from the gender he/she was assigned at birth.

Regardless of whether they are sexual in nature, acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression, or that have the purpose or effect of producing a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment are prohibited.

Administrative Regulation 5145.7 shall be used to report and resolve complaints alleging discrimination against transgender and gender-nonconforming students.

To ensure that transgender and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the District shall address each situation on a case-by-case basis, in accordance with the following guidelines:

1. Right to privacy: a student's transgender or gender-nonconforming status is his/her private information and the District shall only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the District has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. In any case, the District shall only allow disclosure of a student's personally identifiable information to employees with a legitimate educational interest as determined by the District pursuant to 34 CFR 99.31. Any District employee to whom a student's transgender or gender-nonconforming status is disclosed shall keep the student's information confidential. When disclosure of a student's gender identity is made to a District employee by a student, the employee shall seek the student's permission to notify the compliance officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless he/she is required to disclose or report the student's information pursuant to this administrative regulation, and shall inform the student that honoring the student's request may limit the District's ability to meet the student's needs related to his/her status as a transgender or gender-

NONDISCRIMINATION/HARASSMENT OF STUDENTS (cont.)

nonconforming student. If the student permits the employee to notify the compliance officer, the employee shall do so within three school days.

As appropriate, given the student's need for support, the compliance officer may discuss with the student any need to disclose the student's transgender or gender-nonconformity status or gender identity or gender expression to his/her parents/guardians and/or others, including other students, teacher(s), or other adults on campus. The District shall offer support services, such as counseling, to students who wish to inform their parents/guardians of their status and desire assistance in doing so.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

2. Determining a student's gender identity: the compliance officer shall accept the student's assertion of his/her gender identity and begin to treat the student consistent with his/her gender identity unless District personnel present a credible and supportable basis for believing that the student's assertion is for an improper purpose.
3. Addressing a student's transition needs: the compliance officer shall arrange a meeting with the student and, if appropriate, his/her parents/guardians to identify and develop strategies for ensuring that the student's access to education programs and activities is maintained. In addition, the compliance officer shall identify specific school site employee(s) to whom the student may report any problem related to his/her status as a transgender or gender-nonconforming individual, so that prompt action could be taken to address it.
4. Accessibility to sex-segregated facilities, programs, and activities: when the District maintains sex-segregated facilities, such as restrooms and locker rooms, or offers sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs, students shall be permitted to access facilities and participate in programs and activities consistent with their gender identity. To address any student's privacy concerns in using sex-segregated facilities, the District shall offer available options such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, access to a staff member's office, or use of the locker room before or after the other students. However, the District shall not require a student to utilize these options because he/she is transgender or gender-nonconforming. In addition, a student shall be permitted to participate in accordance with his/her gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with his/her gender identity shall not

NONDISCRIMINATION/HARASSMENT OF STUDENTS (cont.)

render invalid or inapplicable any other eligibility rule established for participation in the activity.

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6153 - School-Sponsored Trips)

(cf. 7110 - Facilities Master Plan)

5. Student records: a student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed pursuant to a court order. However, at the written request of a student or, if appropriate, his/her parents/guardians, the District shall use the student's preferred name and pronouns consistent with his/her gender identity on all other District-related documents. Such preferred name may be added to the student's record and official documents as permitted by law.

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

6. THE DISTRICT SHALL NOT PROVIDE OR OTHERWISE CARRY OUT ANY OF ITS EXTRACURRICULAR OR ACTIVITIES SEPARATELY, OR REQUIRE OR REFUSE PARTICIPATION THEREIN BY ANY OF ITS PUPILS ON THE BASIS OF SEX, SEXUAL ORIENTATION, GENDER, ETHNIC GROUP IDENTIFICATION, RACE, ANCESTRY, NATIONAL ORIGIN, RELIGION, COLOR, OR MENTAL OR PHYSICAL DISABILITY. (5 CCR SECTION 4925)

ALL PUPIL CLUBS SHALL HAVE EQUAL ACCESS TO DISTRICT FACILITIES TO CONDUCT A MEETING AND A FAIR OPPORTUNITY TO MEET WITHIN THE LIMITED OPEN FORUM OF THE DISTRICT, IF THE DISTRICT HAS A LIMITED OPEN FORUM. (5 CCR SECTION 4927)

MEMBERSHIP IN STUDENT CLUBS MUST BE OPEN TO ALL PUPILS REGARDLESS OF SEX, SEXUAL ORIENTATION, GENDER, ETHNIC GROUP IDENTIFICATION, RACE, ANCESTRY, NATIONAL ORIGIN, RELIGION, COLOR, OR MENTAL OR PHYSICAL DISABILITY. (5 CCR SECTION 4926)

Chino Valley Unified School District

Regulation approved: September 7, 2017

Revised: October 19, 2017

Revised: March 7, 2019

REVISED:

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a student, while in an education program or activity in which the district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30)

1. A District employee conditioning the provision of a District aid, benefit, or service on the student's participation in sexual conduct
2. Sexual conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the District's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

All other sexual harassment complaints, INCLUDING A COMPLAINT OF SEX DISCRIMINATION, shall be investigated and responded to in accordance with AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

A report of sexual harassment shall be submitted directly to or forwarded to the District's Title IX Coordinator using the contact information listed in AR 5145.7 - Sexual Harassment.

(cf. 5145.7 - Sexual Harassment)

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the process for filing a formal complaint.

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the District. (34 CFR 106.30)

Even if the complainant chooses not to file a formal complaint, the Title IX Coordinator shall file a formal complaint in situations in which a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations. In such cases, the complainant is not a party to the case, but will receive notices as required by the Title IX regulations at specific points in the complaint process.

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (cont.)

The Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Such persons shall receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures, WITH OR WITHOUT FILING A FORMAL COMPLAINT, and shall consider the complainant's wishes with respect to the supportive measures implemented. SUPPORTIVE MEASURES SHALL BE OFFERED AS APPROPRIATE, AS REASONABLY AVAILABLE, AND WITHOUT CHARGE TO THE COMPLAINANT OR THE RESPONDENT BEFORE OR AFTER THE FILING OF A FORMAL COMPLAINT OR WHERE NO FORMAL COMPLAINT HAS BEEN FILED. Such measures shall be nondisciplinary, nonpunitive, and will not unreasonably burden the other party, INCLUDING MEASURES DESIGNED TO PROTECT THE SAFETY OF ALL PARTIES OR THE DISTRICT'S EDUCATIONAL ENVIRONMENT, OR DETER SEXUAL HARASSMENT. Supportive measures may include, but are not limited to, counseling, course-related adjustments, modifications of class schedules, mutual restrictions on contact, increased security, and monitoring of certain areas of the campus. (34 CFR 106.30, 106.44) THE TITLE IX COORDINATOR IS RESPONSIBLE FOR COORDINATING EFFECTIVE IMPLEMENTATION OF SUPPORTIVE MEASURES.

The District shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the District's ability to provide the supportive measures. (34 CFR 106.30)

Emergency Removal from School

On an emergency basis, the District may remove a student from the District's education program or activity, provided that the District conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (cont.)

If a District employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44) The leave shall be paid, unless there is a separate basis for unpaid leave.

Dismissal of Complaint

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint in which the alleged conduct did not occur in the District's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the District in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer enrolled or employed by the District, or sufficient circumstances prevent the District from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties. (34 CFR 106.45)

If a complaint is dismissed on the grounds that the alleged conduct does not constitute sexual harassment as defined in 34 CFR 106.30, the conduct may still be addressed pursuant to BP/AR 1312.3 - Uniform Complaint Procedures as applicable.

Informal Resolution Process

When a formal complaint of sexual harassment is filed, the District may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The District shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

The District may facilitate an informal resolution process provided that the District: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process INCLUDING THE CIRCUMSTANCES UNDER WHICH IT PRECLUDES THE PARTIES FROM RESUMING A FORMAL COMPLAINT ARISING FROM THE SAME ALLEGATIONS, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared.

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (cont.)

2. Obtains the parties' voluntary, written consent to the informal resolution process
3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student

Formal Complaint Process

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The District's complaint process, including any informal resolution process
2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process.
4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence, INCLUDING THE EVIDENCE UPON WHICH THE LEA DOES NOT INTEND TO RELY IN REACHING A DETERMINATION REGARDING RESPONSIBILITY AND INCULPATORY OR EXCULPATORY EVIDENCE WHETHER OBTAINED FROM A PARTY OR OTHER SOURCE, SO THAT EACH PARTY CAN MEANINGFULLY RESPOND TO THE EVIDENCE PRIOR TO THE CONCLUSION OF THE INVESTIGATION
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker and shall inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator.

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (cont.)

Investigation Procedures

PURSUANT TO 34 CFR 106.45, WHEN INVESTIGATING A FORMAL COMPLAINT, THE BURDEN OF PROOF RESTS ON THE DISTRICT AND NOT ON THE PARTIES. HOWEVER, THE DISTRICT MUST OBTAIN THE PARTY'S VOLUNTARY, WRITTEN CONSENT TO ACCESS, CONSIDER, DISCLOSE, OR OTHERWISE USE A PARTY'S RECORDS THAT ARE MAINTAINED BY A PHYSICIAN, PSYCHIATRIST, PSYCHOLOGIST, OR OTHER RECOGNIZED PROFESSIONAL OR PARAPROFESSIONAL, WHICH ARE MADE AND MAINTAINED IN CONNECTION WITH THE PROVISION OF TREATMENT TO THE PARTY. THE DISTRICT WILL NOT REQUIRE, ALLOW, RELY UPON, OR OTHERWISE USE QUESTIONS OR EVIDENCE THAT CONSTITUTE OR SEEK DISCLOSURE OF INFORMATION PROTECTED UNDER A LEGALLY RECOGNIZED PRIVILEGE, UNLESS THE PERSON HOLDING THE PRIVILEGE HAS WAIVED THE PRIVILEGE. (34 CFR 106.45)

During the investigation process, the District shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence
2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence
3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (cont.)

to consider prior to the completion of the investigative report. ALL SUCH EVIDENCE IS SUBJECT TO THE PARTIES' INSPECTION AND REVIEW AT ANY HEARING TO GIVE EACH PARTY EQUAL OPPORTUNITY TO REFER TO SUCH EVIDENCE DURING THE HEARING INCLUDING FOR PURPOSES OF CROSS-EXAMINATION (34 CFR 106.45)

7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness
8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response
9. After sending the investigative report to the parties and before reaching a determination regarding responsibility, afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. THE DECISION-MAKER(S) MUST EXPLAIN TO THE PARTY PROPOSING THE QUESTIONS ANY DECISION TO EXCLUDE A QUESTION AS NOT RELEVANT. (34 CFR 106.45)

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX legal requirements.

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (cont.)

Written Decision

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation of the matter. (34 CFR 106.45)

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

The written decision shall be issued within 60 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the District shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. The same standard of evidence shall be used for formal complaints against students as for complaints against employees. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the District includes hearings as part of the grievance process
3. Findings of fact supporting the determination
4. Conclusions regarding the application of the District's code of conduct or policies to the facts
5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the District imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (cont.)

District to the complainant

6. The District's procedures and permissible bases for the complainant and respondent to appeal

Appeals

Either party may appeal the District's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the District shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 10 calendar days of receiving the determination, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered. Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of date of the most recently alleged misconduct.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (cont.)**Remedies**

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "supportive measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

Corrective/Disciplinary Actions

The District shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "supportive measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

For students in grades 4-12, discipline for sexual harassment may include suspension and/or expulsion. After the completion of the complaint procedure, if it is determined that a student at any grade level has committed sexual assault or sexual battery at school or at a school activity off school grounds, the principal or Superintendent shall immediately suspend the student and shall recommend expulsion. (Education Code 48900.2, 48915)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

Other actions that may be taken with a student who is determined to be responsible for sexual harassment include, but are not limited to:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education of the student regarding the impact of the conduct on others
4. Positive behavior support
5. Referral of the student to a student success team/student excellence plan team

(cf. 6164.5 - Student Success Teams)

6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (cont.)

(cf. 6145 - Extracurricular and Cocurricular Activities)

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

(cf. 4117.7/4317.7 - Employment Status Report)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

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

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

Record-Keeping

The Superintendent or designee shall maintain for a period of seven years a record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, any appeal or informal resolution and the results therefrom, and responses made pursuant to 34 CFR 106.44. (34 CFR 106.45)

The Superintendent or designee shall also maintain for a period of seven years all materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The District shall make such training materials publicly available on its web site, or if the District does not maintain a web site, available upon request by members of the public. (34 CFR 106.45)

(cf. 3580 - District Records)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of Discrimination on the Basis of Sex

48900 Grounds for Suspension or Expulsion

48900.2 Additional Grounds for Suspension or Expulsion; Sexual Harassment

48985 Notices, Report, Statements and Records in Primary Language

CIVIL CODE

51.9 Liability for Sexual Harassment; Business, Service and Professional Relationships

1714.1 Liability of Parents/Guardians for Willful Misconduct of Minor

GOVERNMENT CODE

12950.1 Sexual Harassment Training

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform Complaint Procedures

4900-4965 Nondiscrimination in Elementary and Secondary Education Programs

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (cont.)

UNITED STATES CODE, TITLE 20

1092 Definition of Sexual Assault

1221 Application of Laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 34

12291 Definition of Dating Violence, Domestic Violence, and Stalking

UNITED STATES CODE, TITLE 42

1983 Civil Action for Deprivation of Rights

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

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

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

106.1-106.82 Nondiscrimination on the Basis of Sex in Education Programs

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567

Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130

Reese v. Jefferson School District, (2000, 9th Cir.) 208 F.3d 736

Davis v. Monroe County Board of Education, (1999) 526 U.S. 629

Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274

Oona By Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473

Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources:

CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

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

Q&A on Campus Sexual Misconduct, September 2017

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Sexual Harassment: It's Not Academic, September 2008

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

Websites

California School Boards Association: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

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

Chino Valley Unified School District

Regulation Approved: September 1, 2022

REVISED:

MARRIED/PREGNANT/PARENTING STUDENTS

The Board of Education recognizes that early marriage, pregnancy, or parenting may disrupt students' education and increase the chance of a student dropping out of school. The Board therefore desires to provide instruction and services designed to assist in pregnancy prevention through abstinence education. The Board also desires to support male and female expectant and parenting students to attain strong academic and parenting skills and to promote the healthy development of their children.

(cf. 5147 - Dropout Prevention)

(cf. 5149 - At-Risk Students)

(cf. 6011 - Academic Standards)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

~~Married, pregnant and parenting students in the District shall have the same educational and extracurricular opportunities as all students. Participation in special programs or schools shall be voluntary.~~

THE DISTRICT SHALL NOT EXCLUDE OR DENY ANY STUDENT FROM ANY EDUCATIONAL PROGRAM OR ACTIVITY, INCLUDING ANY CLASS OR EXTRACURRICULAR ACTIVITY, SOLELY ON THE BASIS OF THE STUDENT'S PREGNANCY, CHILDBIRTH, FALSE PREGNANCY, TERMINATION OF PREGNANCY, OR RELATED RECOVERY. IN ADDITION, THE DISTRICT SHALL NOT ADOPT ANY RULE CONCERNING A STUDENT'S ACTUAL OR POTENTIAL PARENTAL, FAMILY, OR MARITAL STATUS THAT TREATS STUDENTS DIFFERENT ON THE BASIS OF SEX. (EDUCATION CODE 221.51, 230; 5 CCR 4950; 34 CFR 106.40)

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

(cf. 5127 - Graduation Ceremonies and Activities)

(cf. 6145 - Extracurricular and Cocurricular Activities)

THE DISTRICT TREATS PREGNANCY, CHILDBIRTH, FALSE PREGNANCY, TERMINATION OF PREGNANCY, AND RELATED RECOVERY IN THE SAME MANNER AND UNDER THE SAME POLICIES AS ANY OTHER TEMPORARY DISABILITY. (EC SECTION 221.51 (E); 5 CCR SECTION 4950(D); 34 CFR SECTION 106.40(B)(4)).

THE SUPERINTENDENT OR DESIGNEE SHALL ANNUALLY NOTIFY PARENTS/GUARDIANS AT THE BEGINNING OF THE SCHOOL YEAR OF THE RIGHTS AND OPTIONS AVAILABLE TO PREGNANT AND PARENTING STUDENTS UNDER THE LAW. IN ADDITION, PREGNANT AND PARENTING STUDENTS SHALL BE NOTIFIED OF THE RIGHTS AND OPTIONS AVAILABLE TO THEM UNDER THE LAW THROUGH ANNUAL SCHOOL YEAR WELCOME PACKETS AND THROUGH INDEPENDENT STUDY PACKETS. (EDUCATION CODE 222.5, 48980)

MARRIED/PREGNANT/PARENTING STUDENTS (cont.)

For school-related purposes, married students under the age of 18 are emancipated minors and have all the rights and privileges of students who are 18, even if the marriage has been dissolved. (Family Code 7002)

THE DISTRICT SHALL NOT MAKE PRE-ADMISSION INQUIRY AS TO THE MARITAL STATUS OF AN APPLICANT FOR ADMISSION, INCLUDING WHETHER SUCH APPLICANT IS "MISS" OR "MRS." THE DISTRICT MAY MAKE PRE-ADMISSION INQUIRY AS TO THE SEX OF AN APPLICANT FOR ADMISSION, BUT ONLY IF SUCH INQUIRY IS MADE EQUALLY OF SUCH APPLICANTS OF BOTH SEXES AND IF THE RESULTS OF SUCH INQUIRY ARE NOT USED IN CONNECTION WITH DISCRIMINATION PROHIBITED BY TITLE IX. (34 CFR SECTION 106.21 (C)(4))

EDUCATION AND SUPPORT SERVICES FOR Expectant and Parenting Students

The Board is committed to providing to expectant and parenting students and their children a comprehensive, continuous, community-linked program that reflects the cultural and linguistic diversity of the community.

The Superintendent or designee shall collaborate with the County Superintendent of Schools and other community agencies and organizations to ensure that appropriate educational and related support services are available to meet the needs of expectant and parenting teens and their children.

(cf. 1400 - Relations between Other Governmental Agencies and the Schools)

Expectant and parenting students retain the right to participate in any comprehensive school or educational alternative programs. School placement and instructional strategies for participating students shall be based on the needs and learning styles of individual students. The classroom setting shall be the preferred instructional strategy unless an alternative is necessary to meet the needs of the individual student and/or child. (Education Code 54745)

PREGNANT OR PARENTING PUPILS SHALL NOT BE EXCLUDED FROM PARTICIPATION IN THEIR REGULAR SCHOOL PROGRAMS AND SHALL NOT BE REQUIRED TO PARTICIPATE IN PREGNANT-STUDENT PROGRAMS OR ALTERNATIVE EDUCATIONAL PROGRAMS. (EC SECTION 221.51 (D); 5 CCR SECTION 4950 (C); 34 CFR SECTION 106.40(B)(1)).

PREGNANT OR PARENTING PUPILS WHO VOLUNTARILY PARTICIPATE IN ALTERNATIVE PROGRAMS SHALL BE GIVEN EDUCATIONAL PROGRAMS, ACTIVITIES, AND COURSES EQUAL TO THE REGULAR PROGRAM (EC SECTION 221.5 (D) 5 CCR SECTION 4950 (C); 34 CFR SECTION 106.40 (B)(3)).

MARRIED/PREGNANT/PARENTING STUDENTS (cont.)

(cf. 6158 - Independent Study)
 (cf. 6183 - Home and Hospital Instruction)
 (cf. 6184 - Continuation Education)
 (cf. 6200 - Adult Education)

In addition to providing a quality education program for expectant and parenting students, the district's program shall provide parenting education and life skills instruction, special school nutrition supplements for pregnant and lactating students, and a childcare and development program on or near the school site for the children of enrolled students. The district's program may provide other support services authorized by education code 54746 as necessary to meet the needs of students and their children. (Education Code 54745)

(cf. 3550 - Food Service/Child Nutrition Program)
 (cf. 5141.6 - School Health Services)
 (cf. 5148 - Child Care and Development)
 (cf. 5148.1 - Child Care Services for Parenting Students)
 (cf. 6164.2 - Guidance/Counseling Services)

AS APPROPRIATE, TEACHERS, ADMINISTRATORS, AND/OR PERSONNEL WHO WORK WITH PREGNANT AND PARENTING STUDENTS SHALL RECEIVE RELATED PROFESSIONAL DEVELOPMENT.

Pregnancy Prevention Program

Superintendent or designee shall ensure that age-appropriate, culturally sensitive, and community-sensitive instruction and services are available to assist in the prevention of pregnancy among minors. The District's program shall be based on strategies that have proven effective in delaying the onset of sexual activity and reducing the incidence of pregnancy among school-age youth.

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)
 (cf. 6142.8 - Comprehensive Health Education)
 (cf. 6143 - Courses of Study)

Absences

Pregnant or parenting students may be excused for absences related to confidential medical appointments in accordance with board policy and Administrative Regulation 5113 - Absences and Excuses.

(cf. 5113 - Absences and Excuses)

A STUDENT SHALL BE EXCUSED FOR ABSENCES TO CARE FOR A SICK CHILD FOR WHOM THE STUDENT IS THE CUSTODIAL PARENT. A NOTE FROM A PHYSICIAN SHALL NOT BE REQUIRED FOR SUCH AN ABSENCE. (Education Code 48205)

MARRIED/PREGNANT/PARENTING STUDENTS (cont.)

The Superintendent or designee shall grant a student a leave of absence due to pregnancy, childbirth, false pregnancy, termination of pregnancy, and related recovery for as long as it is deemed medically necessary by a physician. At the conclusion of the leave, the student shall be reinstated to the status held when the leave began. (34 CFR 106.40)

(cf. 5112.3 - Student Leave of Absence)

A parenting student may request exemption from attendance because of personal services that must be rendered to a dependent.

(cf. 5112.1 - Exemptions from Attendance)

Reasonable Accommodations

When necessary, the District shall provide reasonable accommodations to pregnant and parenting students to enable them to access the educational program.

A pregnant student shall have access to any services available to other students with temporary disabilities or medical conditions. (34 CFR 106.40)

(cf. 6183 - Home and Hospital Instruction)

The school shall provide reasonable accommodations to any lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. A student shall not incur an academic penalty for using any of these reasonable accommodations, and shall be provided the opportunity to make up any work missed due to such use.

(A) Reasonable accommodations include, but are not limited to: (Education Code 222)

1. Access to a private and secure room, other than a restroom, to express breast milk or breastfeed an infant child
2. Permission to bring onto a school campus a breast pump and any other equipment used to express breast milk
3. Access to a power source for a breast pump or any other equipment used to express breast milk
4. Access to a place to store expressed breast milk safely
5. A reasonable amount of time to accommodate the student's need to express

MARRIED/PREGNANT/PARENTING STUDENTS (cont.)

breast milk or breastfeed an infant child

- (B) ONLY SCHOOL SITES WITH AT LEAST ONE LACTATING STUDENT SHALL PROVIDE THE REASONABLE ACCOMODATIONS SPECIFIED ABOVE. A SCHOOL SUBJECT TO THIS MAY USE AN EXISTING FACILITY TO MEET THE REQUIREMENTS.
- (C) A STUDENT SHALL NOT INCUR AN ACADEMIC PENALTY AS A RESULT OF HER USE, DURING THE SCHOOL DAY, OF THE REASONABLE ACCOMODATIONS SPECIFIED IN THIS SECTION, AND SHALL BE PROVIDED THE OPPORTUNITY TO MAKE UP ANY WORK MISSED DUE TO SUCH USE.

PREGNANT AND PARENTING STUDENTS ARE ENTITLED TO ACCOMODATIONS THAT PROVIDE THEM WITH THE OPPORTUNITY TO SUCCEED ACADEMICALLY WHILE PROTECTING THEIR HEALTH AND THE HEALTH OF THEIR CHILDREN. THE FOLLOWING ACCOMODATIONS AS RIGHTS OF PREGNANT AND PARENTING STUDENTS:

- (A) A PREGNANT OR PARENTING STUDENT IS ENTITLED TO EIGHT WEEKS OF PARENTAL LEAVE, WHICH THE STUDENT MAY TAKE BEFORE THE BIRTH OF THE STUDENT'S INFANT IF THERE IS A MEDICAL NECESSITY AND AFTER CHILDBIRTH DURING THE SCHOOL YEAR IN WHICH THE BIRTH TAKES PLACE, INCLUSIVE OF ANY MANDATORY SUMMER INSTRUCTION, IN ORDER TO PROTECT THE HEALTH OF THE STUDENT WHO GIVES OR EXPECTS TO GIVE BIRTH AND THE INFANT, AND TO ALLOW THE PREGNANT OR PARENTING STUDENT TO CARE FOR AND BOND WITH THE INFANT. IF THE STUDENT IS 18 YEARS OF AGE OR OLDER, OR, IF THE STUDENT IS UNDER 18 YEARS OF AGE, THE PERSON HOLDING THE RIGHT TO MAKE EDUCATIONAL DECISIONS FOR THE STUDENT, NOTIFY THE SCHOOL OF THE STUDENT'S INTENT TO EXERCISE THIS RIGHT.
- (B) A PREGNANT OR PARENTING STUDENT WHO DOES NOT WISH TO TAKE ALL OR PART OF THE PARENTAL LEAVE SHALL NOT BE REQUIRED TO DO SO.
- (C) A PREGNANT OR PARENTING STUDENT IS ENTITLED TO RECEIVE MORE THAN EIGHT WEEKS PARENTAL LEAVE, IF DEEMED MEDICALLY NECESSARY BY THE STUDENT'S PHYSICIAN.
- (D) WHEN THE STUDENT TAKES PARENTAL LEAVE, THE SUPERVISOR OF ATTENDANCE SHALL ENSURE THAT ABSENCES FROM THE STUDENT'S

MARRIED/PREGNANT/PARENTING STUDENTS (cont.)

REGULAR SCHOOL PROGRAM ARE EXCUSED UNTIL THE STUDENT IS ABLE TO RETURN TO THE REGULAR SCHOOL PROGRAM OR AN ALTERNATIVE EDUCATION PROGRAM.

- (E) DURING PARENTAL LEAVE TAKEN, A LOCAL EDUCATIONAL AGENCY SHALL NOT REQUIRE A PREGNANT OR PARENTING STUDENT TO COMPLETE ACADEMIC WORK OR OTHER SCHOOL REQUIREMENTS.
- (F) A PREGNANT OR PARENTING STUDENT MAY RETURN TO THE SCHOOL AND THE COURSE OF STUDY IN WHICH HE OR SHE WAS ENROLLED BEFORE TAKING PARENTAL LEAVE.
- (G) UPON RETURN TO SCHOOL AFTER TAKING PARENTAL LEAVE, A PREGNANT OR PARENTING STUDENT IS ENTITLED TO OPPORTUNITIES TO MAKE UP WORK MISSED DURING HIS OR HER LEAVE, INCLUDING, BUT NOT LIMITED TO, MAKEUP WORK PLANS AND REENROLLMENT IN COURSES.
- (H) A PREGNANT OR PARENTING STUDENT MAY REMAIN ENROLLED FOR A FIFTH YEAR OF INSTRUCTION IN THE SCHOOL IN WHICH THE STUDENT WAS PREVIOUSLY ENROLLED WHEN IT IS NECESSARY IN ORDER FOR THE STUDENT TO BE ABLE TO COMPLETE STATE AND ANY LOCAL GRADUATION REQUIREMENTS, UNLESS THE DISTRICT MAKES A FINDING THAT THE STUDENT IS REASONABLY ABLE TO COMPLETE THE DISTRICT'S GRADUATION REQUIREMENTS IN TIME TO GRADUATE FROM HIGH SCHOOL BY THE END OF THE STUDENT'S FOURTH YEAR OF HIGH SCHOOL.
- (I) A STUDENT WHO CHOOSES NOT TO RETURN TO SCHOOL IN WHICH HE OR SHE WAS ENROLLED BEFORE TAKING PARENTAL LEAVE IS ENTITLED TO ALTERNATIVE OPTIONS OFFERED BY THE DISTRICT.
- (J) A STUDENT SHALL NOT INCUR AN ACADEMIC PENALTY AS A RESULT OF HIS OR HER USE OF ACCOMODATIONS.
- (K) A COMPLAINT OF NONCOMPLIANCE WITH THE REQUIREMENT OF THIS SECTION MAY BE FILED WITH THE DISTRICT UNDER THE UNIFORM COMPLAINT PROCEDURES.

Complaints

Any complaints of discrimination on the basis of pregnancy or marital or parental status shall be addressed through the District's uniform complaint procedures in accordance with 5 CCR 4600-4687 and BP/AR 1312.3 - Uniform Complaint Procedures.

MARRIED/PREGNANT/PARENTING STUDENTS (cont.)

(cf. 1312.3 - Uniform Complaint Procedures)

Any complaint alleging District noncompliance with the requirements to provide reasonable accommodations for lactating students also may be filed in accordance with the District's procedures in AR 1312.3 - Uniform Complaint Procedures. A complainant who is not satisfied with the District's decision may appeal the decision to the California Department of Education (CDE). If the District or the CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 222; 5 CCR 4600-4687)

Legal Reference:**EDUCATION CODE**

222 Reasonable accommodations; lactating students

230 Sex discrimination

8200-8498 Child Care and Development Act

48205 Excused absences

48220 Compulsory education requirement

48410 Persons exempted from continuation classes

49553 Nutrition supplements for pregnant/lactating students

51220.5 Parenting skills and education

51745 Independent study

52610.5 Enrollment of pregnant and parenting students in adult education

54740-54749.5 California School Age Families Education Program (Cal-SAFE)

CIVIL CODE

51 Unruh Civil Rights Act

FAMILY CODE

7002 Description of emancipated minor

HEALTH AND SAFETY CODE

104460 Tobacco prevention services for pregnant and parenting students

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

4950 Nondiscrimination, marital and parental status

CODE OF REGULATIONS, TITLE 22

101151-101239.2 General licensing requirements for child care centers

101351-101439.1 Infant care centers

UNITED STATES CODE, TITLE 20

1681-1688 Title IX, Education Act Amendments

UNITED STATES CODE, TITLE 42

1786 Special supplemental nutrition program for women, infants, and children

CODE OF FEDERAL REGULATIONS, TITLE 7

243.1-246.28 Special supplemental nutrition program for women, infants, and children

CODE OF FEDERAL REGULATIONS, TITLE 34

106.40 Marital or parental status

ATTORNEY GENERAL OPINIONS

87 Ops.Cal.Atty.Gen. 168(2004)

COURT DECISIONS

American Academy of Pediatrics et al v. Lungren et al (1997) 16 Cal.4th 307

MARRIED/PREGNANT/PARENTING STUDENTS (cont.)

Management Resources:

CALIFORNIA WOMEN'S LAW CENTER PUBLICATIONS

Educational Rights of Pregnant and Parenting Teens: Title IX and California State Law Requirements
Pregnant Students and Confidential Medical Services

The Civil Rights of Pregnant and Parenting Teens in California Schools, 2002

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Supporting the Academic Success of Pregnant and Parenting Students under Title IX of the Educational
Amendments of 1972, rev. June 2013

WEBSITES

California Department of Education: www.cde.ca.gov California Women's Law Center:

www.cwlc.org/resources

U.S. Department of Agriculture, Women, Infants, and Children Program: www.fns.usda.gov/wic

U.S. Department of Education: www.ed.gov

Chino Valley Unified School District

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