

**CHINO VALLEY**  
UNIFIED SCHOOL DISTRICT

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

# BOARD OF EDUCATION

## AGENDA

June 15, 2023

### BOARD OF EDUCATION

Donald L. Bridge  
Andrew Cruz  
Jonathan Monroe  
James Na  
Sonja Shaw

### SUPERINTENDENT

Norm Enfield, Ed.D.

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**REGULAR MEETING OF THE BOARD OF EDUCATION**  
**Don Lugo High School, MPR - 13400 Pipeline Ave, Chino, CA 91710**  
**3:35 p.m. – Closed Session • 6:00 p.m. – Regular Meeting**  
**June 15, 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](https://www.youtube.com/channel/UCWKinB4PTb_uskobmwBF8pw).

**I. OPENING BUSINESS**

**I.A. CALL TO ORDER – 3:35 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. Conference With Legal Counsel, Anticipated Litigation (Government Code 54956.9(e)(1)): Two matters. (Atkinson, Andelson, Loya, Ruud, & Romo) (45 minutes)
- c. Student Discipline Matters (Education Code 35146, 48918 (c) & (j)): Expulsion cases 22/23-64, 22/23-69, 22/23-78, 22/23-80, and 22/23-81. (40 minutes)
- d. Public Employee Appointment (Government Code 54957): Directors, Human Resources; Elementary, Junior High, High School Assistant Principals; and Elementary and Junior High School Principals. (15 minutes)
- e. Public Employee Discipline/Dismissal/Release (Government Code 54957): (10 minutes)
- f. Public Employee Performance Evaluation (Government Code 54957): Superintendent. (20 minutes)

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

1. Report Closed Session Action
2. Pledge of Allegiance

Proceedings of this meeting are recorded.

**I.C. RECOGNITIONS**

1. Townsend JHS: MATHVIDEO Challenge
2. Ayala HS: Business Entrepreneurship Pathway

**I.D. COMMENTS FROM EMPLOYEE REPRESENTATIVES****I.E. COMMENTS FROM THE AUDIENCE ON ITEMS NOT ON THE AGENDA****I.F. CHANGES AND DELETIONS**

<b>II. ACTION</b>
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**II.A. ADMINISTRATION****II.A.1. Revision of Administrative Regulation 6115—Ceremonies and Observances**

Page 9

Recommend the Board of Education approve the revision of Administrative Regulation 6115—Ceremonies and Observances.

Motion\_\_\_ Second\_\_\_

Vote: Yes\_\_\_ No\_\_\_

**II.B. BUSINESS SERVICES****II.B.1. Adoption of the 2023/2024 Budget**

Page 14

Recommend the Board of Education adopt the 2023/2024 budget for all funds and authorize the Superintendent or designee to sign the 2023/2024 District certification of Budget Adoption.

Motion\_\_\_ Second\_\_\_

Vote: Yes\_\_\_ No\_\_\_

**II.C. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT****II.C.1. 2023/2024 Local Control and Accountability Plan**

Page 16

Recommend the Board of Education adopt the 2023/2024 Local Control and Accountability Plan.

Motion\_\_\_ Second\_\_\_

Vote: Yes\_\_\_ No\_\_\_

**II.C.2. Title I Schoolwide Programs Waiver and Recommendation for Schoolwide Programs as the Best Way to Serve the Student Population at Chaparral ES and Glenmeade ES**

Page 17

Recommend the Board of Education approve the Title I Schoolwide Programs Waiver and recommendation for Schoolwide Programs as the best way to serve the student population at Chaparral ES and Glenmeade ES.

Motion \_\_\_\_ Second \_\_\_\_

Vote: Yes \_\_\_\_ No \_\_\_\_

**II.D. FACILITIES, PLANNING, AND OPERATIONS**

**II.D.1. Naming of Preserve School #2**

Page 19

Recommend the Board of Education approve \_\_\_\_\_ as the name of Preserve School #2.

Motion \_\_\_\_ Second \_\_\_\_

Vote: Yes \_\_\_\_ No \_\_\_\_

**II.E. HUMAN RESOURCES**

**II.E.1. Consideration and Approval of Employment Contract for the Associate Superintendent, Human Resources**

Page 21

Recommend the Board of Education approve the employment contract for the Associate Superintendent, Human Resources.

Motion \_\_\_\_ Second \_\_\_\_

Vote: Yes \_\_\_\_ No \_\_\_\_

**III. CONSENT**

Motion \_\_\_\_ Second \_\_\_\_

Vote: Yes \_\_\_\_ No \_\_\_\_

**III.A. ADMINISTRATION**

**III.A.1. Minutes of the June 1, 2023 Regular Meeting**

Page 27

Recommend the Board of Education approve the minutes of the June 1, 2023 regular meeting.

**III.B. BUSINESS SERVICES**

**III.B.1. Warrant Register**

Page 35

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 36

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 38

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

**III.B.4. Donations**

Page 41

Recommend the Board of Education accept the donations.

**III.B.5. Resolution 2022/2023-57, Transfers of Appropriations for 2023/2024**

Page 43

Recommend the Board of Education adopt Resolution 2022/2023-57, Transfers of Appropriations for 2023/2024.

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

**III.C.1. Student Expulsion Cases Expulsion Cases 22/23-64, 22/23-69, 22/23-78, 22/23-80, and 22/23-81**

Page 45

Recommend the Board of Education approve student expulsion cases expulsion cases 22/23-64, 22/23-69, 22/23-78, 22/23-80, and 22/23-81.

**III.C.2. School Sponsored Trips**

Page 46

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

**III.C.3. 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**

Page 48

Recommend the Board of Education approve 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; and, 5146 Students–Married/Pregnant/Parenting Students.

**III.D. FACILITIES, PLANNING, AND OPERATIONS**

**III.D.1. Purchase Order Register**

Page 91 Recommend the Board of Education approve/ratify the purchase order register, provided under separate cover.

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

Page 92 Recommend the Board of Education approve/ratify the Agreements for Contractor/Consultant Services.

**III.D.3. Surplus/Obsolete Property**

Page 99 Recommend the Board of Education declare the District property surplus/obsolete and authorize staff to sell/dispose of said property.

**III.D.4. Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase 1 (BP 6)**

Page 121 Recommend the Board of Education approve the Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase 1 (BP 6).

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

Page 122 Recommend the Board of Education approve the Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase 1 (BP 17).

**III.D.6. Change Order and Notice of Completion for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 4)**

Page 123 Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 4).

**III.D.7. Change Order and Notice of Completion for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 9)**

Page 127 Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 9).

**III.D.8. Change Order and Notice of Completion for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 10)**

Page 131 Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 10).

**III.D.9. Change Order and Notice of Completion for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 14)**

Page 135 Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 14).

- III.D.10. Change Order and Notice of Completion for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 22)**  
Page 139  
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 22).
- III.D.11. Change Orders and Notice of Completion for CUPCCAA Projects**  
Page 143  
Recommend the Board of Education approve the Change Orders and Notice of Completion for CUPCCAA Projects.
- III.D.12. Resolution 2022/2023-51, Authorizing District Representatives to Sign and Submit Documents Administered by the Department of General Services and the State Allocation Board**  
Page 149  
Recommend the Board of Education adopt Resolution 2022/2023-51, Authorizing District Representatives to Sign and Submit Documents Administered by the Department of General Services and the State Allocation Board.
- III.D.13. Resolutions 2022/2023-52, 2022/2023-53, 2022/2023-54, 2022/2023-55, 2022/2023-58, and 2022/2023-59, Authorization to Utilize Piggyback Contracts**  
Page 152  
Recommend the Board of Education adopt Resolutions 2022/2023-52, 2022/2023-53, 2022/2023-54, 2022/2023-55, 2022/2023-58, and 2022/2023-59, Authorization to Utilize Piggyback Contracts.
- III.D.14. Adjustment to Facilities Use Personnel Services**  
Page 166  
Recommend the Board of Education approve the Adjustment to Facilities Use Personnel Services Rates.
- III.D.15. Approval of Phase 3 Energy Services Contract with PacificWest Energy Solutions for Improved Air Quality Measures and Determinations per RFP No. 22-22-05, HVAC Assessments and Maintenance Services in Accordance with California Government Code 4217**  
Page 167  
Recommend the Board of Education approve the Phase 3 Energy Services Contract with PacificWest Energy Solutions for Improved Air Quality Measures and Determinations per RFP No. 22-22-05, HVAC Assessments and Maintenance Services in Accordance with California Government Code 4217.
- III.D.16. Award of Bid No. 22-23-31I, Ayala HS Gymnasium Sound System Replacement—Rebid**  
Page 185  
Recommend the Board of Education award Bid No. 22-23-31I, Ayala HS Gymnasium Sound System Replacement—Rebid, to Sunset Audio Visual, Inc.

**III.E. HUMAN RESOURCES**

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

Page 186 Recommend the Board of Education approve/ratify the certificated/classified personnel items.

**IV. INFORMATION**

**IV.A. ADMINISTRATION**

**IV.A.1. New Board Policy 5020.1—Parental Notification**

Page 196 Recommend the Board of Education receive for information new Board Policy 5020.1 —Parental Notification.

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

**IV.B.1. Local Indicators for the California School Dashboard**

Page 200 Recommend the Board of Education receive for information the report on Local Indicators for the California School Dashboard.

**V. COMMUNICATIONS**

**BOARD MEMBERS AND SUPERINTENDENT**

**VI. ADJOURNMENT**



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 15, 2023

**TO:** Members, Board of Education

**FROM:** Sonja Shaw, President, Board of Education

**SUBJECT: REVISION OF ADMINISTRATIVE REGULATION 6115—  
CEREMONIES AND OBSERVANCES**

=====

**BACKGROUND**

Board policies, administrative regulations, and Bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current practice in addition to the need for clarity. Administrative Regulation 6115—Ceremonies and Observances is being revised to clearly define expectations related to patriotic exercises, and further ensure that District-owned or leased property, including but not limited to classrooms, are not being used as a platform for the display or promotion of political or social policy matters, religious, or personal viewpoints, which are more often than not, deeply rooted individual perspectives/opinions.

New language is provided in UPPER CASE.

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 Administrative Regulation 6115—Ceremonies and Observances

**FISCAL IMPACT**

None.

SS:pk

**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 Day	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. STUDENTS NOT RECITING THE PLEDGE OF ALLEGIANCE SHALL MAINTAIN A RESPECTFUL SILENCE.

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 PROMINENTLY 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

**FLAGS OTHER THAN THE UNITED STATES OF AMERICA AND STATE OF CALIFORNIA**

A FLAG IS DEFINED AS A DISPLAY OF DISTINCT COLOR AND DESIGN USED AS A SYMBOL, STANDARD, SIGNAL, OR EMBLEM.

**CEREMONIES AND OBSERVANCES (cont.)**

NO FLAG OTHER THAN THE UNITED STATES OF AMERICA AND STATE OF CALIFORNIA MAY BE DISPLAYED UNLESS IT IS A COUNTRY, STATE, OR UNITED STATES MILITARY FLAG USED FOR EDUCATIONAL PURPOSES WITHIN ADOPTED CURRICULUM. ANY OTHER FLAG MUST BE APPROVED BY THE SUPERINTENDENT OR DESIGNEE PRIOR TO DISPLAYING IF AND ONLY IF IT IS USED FOR PURPOSES OF EDUCATION AND ONLY DURING THE RELATED INSTRUCTIONAL PERIOD.

FLAGS OF HIGHER EDUCATION INSTITUTIONS SHALL BE PERMITTED AS PART OF THE COLLEGE AND CAREER PROGRAM.

Chino Valley Unified School District  
Regulation approved: August 21, 1997  
Revised: September 7, 2006  
Revised: September 17, 2009  
Revised: April 7, 2011  
Revised: June 1, 2023  
REVISED:

## CHINO VALLEY UNIFIED SCHOOL DISTRICT

### Our Motto:

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

**DATE:** June 15, 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: ADOPTION OF 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 or on the District website at: [www.chino.k12.ca.us/page/48599](http://www.chino.k12.ca.us/page/48599).

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

### **RECOMMENDATION**

It is recommended the Board of Education adopt the 2023/2024 budget for all funds and authorize the Superintendent or designee to sign the 2023/2024 District Certification of Budget Adoption.

NE:SHC:LP:lf

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** June 15, 2023  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**SUBJECT:** **2023/2024 LOCAL CONTROL AND ACCOUNTABILITY PLAN**

=====

**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). 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 conducted a public hearing on this item at its June 1, 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. A hardcopy of the draft 2023/2024 LCAP is available in the District lobby for public inspection.

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

**RECOMMENDATION**

It is recommended the Board of Education adopt the 2023/2024 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 15, 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 of Access and Equity

**SUBJECT: TITLE I SCHOOLWIDE PROGRAMS WAIVER AND RECOMMENDATION FOR SCHOOLWIDE PROGRAMS AS THE BEST WAY TO SERVE THE STUDENT POPULATION AT CHAPARRAL ES AND GLENMEADE ES**

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**BACKGROUND**

Title I, Part A Schoolwide Program (SWP) is a comprehensive program to improve outcomes for all students in a Title I, Part A school. The purpose of a SWP is to improve academic achievement throughout a school so that all students, particularly the lowest-achieving students, demonstrate proficiency on the State's academic standards.

A school may operate a SWP if the District determines that the school serves an eligible attendance area or is a participating school under Section 1113 of the Elementary and Secondary Education Act; and for the initial year of the SWP, the school serves a school attendance area in which not less than 40 percent of the children are from low-income families; or not less than 40 percent of the children enrolled in the school are from low-income families.

A Title I school site is eligible to apply for a SWP waiver if the school site meets one or more of the following criteria:

- ≥ 25 percent student low income;
- Graduation rate is below state average;
- Local governing board recommends that the SWP is the best way to serve the student population;
- ≥ 30 percent English Learner student population;
- School has been identified for comprehensive or targeted support; or
- School has been identified as the lowest 5 percent of low performing schools.

In the 2023/24 school year, Chaparral ES and Glenmeade ES are eligible to apply for a Title I SWP waiver because they meet the threshold of 25 percent or more students

identified as low income. Approval by the Board of Education for the Title I SWP waiver request is required for the California Department of Education to consider the Title I SWP waiver.

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

### **RECOMMENDATION**

It is recommended the Board of Education approve the Title I Schoolwide Programs Waiver and recommendation for Schoolwide Programs as the best way to serve the student population at Chaparral ES and Glenmeade ES.

### **FISCAL IMPACT**

None.

NE:LF:SA:gks

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** June 15, 2023

**TO:** Members, Board of Education

**FROM:** Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: NAMING OF PRESERVE SCHOOL #2**

=====

**BACKGROUND**

In accordance with Board Policy 7310, Naming of Facilities, the Board of Education shall name District schools and other District-owned or leased buildings, grounds, and facilities in recognition of:

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

On April 7, 2023, the Board of Education, approved the naming process of Preserve School #2 and opened the 30-day window to the public to submit names, comments and recommendations on this request.

On May 18, 2023, the Board held a public hearing to entertain public comments. There were no speakers or comments at the public hearing.

The following suggestions have been received and have been confirmed by the Superintendent and his cabinet members to meet the requirements of BP 7310 for the Board's consideration:

Chino R. Reagan Academy School
Fred Aguiar Unified School
Legacy Innovation Academy
East Preserve Loop Academy

The item is before the Board for further public comment and final action to select a name for Preserve School #2.

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

**RECOMMENDATION**

It is recommended the Board of Education approve \_\_\_\_\_ as the name of Preserve School #2.

**FISCAL IMPACT**

None.

NE:GJS

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** June 15, 2023

**TO:** Members, Board of Education

**FROM:** Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: CONSIDERATION AND APPROVAL OF EMPLOYMENT  
CONTRACT FOR THE ASSOCIATE SUPERINTENDENT,  
HUMAN RESOURCES**

=====

**BACKGROUND**

Government Code 53262 requires that “all contracts with a superintendent, deputy superintendent, assistant superintendent, associate superintendent...of a local agency shall be ratified in an open session of the governing body, which shall be reflected in the governing body’s minutes.” Further, copies of the employment contract shall be made available to the public upon request.

The restructuring and reorganization of key positions are needed to meet the strategic goals and vision of the Chino Valley Unified School District Board of Education. On May 1, 2023, the Assistant Superintendent, Human Resources position became vacant and the position will not be filled. In order to better meet the needs of the District in its efforts to successfully implement the District goals, the Associate Superintendent, Human Resources position is being proposed.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the employment contract for the Associate Superintendent, Human Resources.

**FISCAL IMPACT**

An additional fiscal impact of \$41,567.00 to the General Fund.

NE:ED:jw

**CONTRACT FOR EMPLOYMENT OF ASS SUPERINTENDENT**

**between the**

**BOARD OF EDUCATION**

**of the**

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**County of San Bernardino, California**

**and**

**Lea Fellows**

**1. OFFER**

This contract is entered into this 1<sup>st</sup> day of July 2023, by the Board of Education of the Chino Valley Unified School District (“District”) and Lea Fellows. The District hereby employs Lea Fellows as Associate Superintendent, Human Resources (“Associate Superintendent”) for a term beginning July 1, 2023, and ending June 30, 2027. This contract may be extended annually, subject to the terms and conditions hereinafter set forth below, and subject to the Associate Superintendent receiving a satisfactory job performance evaluation on or before March 1<sup>st</sup> of each calendar year by the Superintendent or designee.

**2. SALARY**

The Associate Superintendent shall be afforded the same opportunity to STEP on the salary schedule as all other employees of the District. The annual salary of the Associate Superintendent shall be Range 9 STEP 4, two hundred thirty-one thousand, seven hundred twenty dollars (\$231,720.00), payable in twelve (12) equal payments. The Associate Superintendent shall receive an annual salary increase that is not less than the percentage increase granted to the other management employees of the District.

**3. LONGEVITY**

The Associate Superintendent shall be afforded the same opportunity to participate in the District's longevity program as all other management employees, which is payable in twelve (12) equal payments.

**4. FRINGE BENEFITS**

The Associate Superintendent shall be afforded the same opportunity to participate in the District's benefit program as all other management employees. The Associate Superintendent shall receive five hundred fifty dollars (\$550.00) a month to defray her cost of using her personal vehicle for District business.

**5. ORGANIZATIONAL MEMBERSHIP**

The District shall pay full dues for the Associate Superintendent's membership in the Association of California School Administrators (ACSA) or one other as deemed appropriate by the Associate Superintendent.

**6. SALARY CHANGE**

The Board of Education reserves the right to modify the annual salary rate of the Associate Superintendent's contract, provided that the salary shall not be decreased without the Associate Superintendent's consent.

**7. VACATIONS AND SICK LEAVE**

The Associate Superintendent shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this agreement, except that the Associate Superintendent shall be entitled to twenty-four (24) vacation days according to District policy. The Associate Superintendent is entitled to cash out up to thirty (30) days of unused vacation annually. In the event of termination of employment, the Associate Superintendent shall be entitled to compensation for unused vacation at the salary range effective during the school year in which the vacation credit was earned, not to exceed 56 days. The Associate Superintendent will be entitled to twenty-two (22) days of earned sick leave per year.

**8. CONDITIONS**

This contract is subject to all applicable laws of the State of California and to the lawful rules and regulations of the California State Board of Education and the Board of Education of the District. Said laws, rules, and regulations are hereby made a part of the terms and conditions of this contract, as though herein set forth.

**9. RENEWAL**

In the event the Board determines not to renew this contract, written notice shall be given to the Associate Superintendent no later than March 15th of the final year of the contract.

**10. TERMINATION FOR CAUSE**

The District may terminate this contract at any time for cause, pursuant to the California Education Code. In the event of termination for cause, the District shall have no obligation to pay remaining salary or benefits, except for that salary or benefits accrued by the Associate Superintendent through the effective date of said termination.

**11. EARLY TERMINATION BY ASSOCIATE SUPERINTENDENT**

The Associate Superintendent may terminate her obligation under this contract by giving the District at least thirty (30) days written notice in advance of said termination in which case she shall receive her salary and benefits during said period unless the parties mutually agree in writing to other provisions.

**12. EVALUATION**

The Associate Superintendent shall report to, and be directly responsible to the Superintendent or designee. The Superintendent or designee shall evaluate and assess in writing the performance of the Associate Superintendent at least once a year during the term of this agreement. Said evaluation and assessment shall be reasonably related to the job description of the Associate Superintendent and the goals and objectives of the District.



**13. STATEMENT REQUIRED BY GOVERNMENT CODE SECTION 53260**

The Board, at its sole discretion and without the need for any cause, may, upon giving forty-five (45) days written notice to the Associate Superintendent, terminate this Agreement. If the Board elects this option to terminate the Agreement, the District shall pay the Associate Superintendent in one lump-sum payment or equal monthly payments (at the selection of the Associate Superintendent,) beginning no later than the effective date of termination, the base salary the Associate Superintendent would have earned for the remainder of this Agreement following the effective date of termination, not to exceed the equivalent of eighteen months of salary. The Associate Superintendent shall also receive the same District paid medical, dental, and vision insurance for the same period of time in accordance with Government Code 53261.

**14. STATEMENT REQUIRED BY GOVERNMENT CODE SECTION 53243.2**

If this contract is terminated any cash settlement related to the termination shall be fully reimbursed to the District if the Associate Superintendent is convicted of a crime involving an abuse of her office or position.

**15. ACTION AT OPEN SESSION OF REGULAR MEETING**

Pursuant to Government Code sections 54956(b) and 54957.6(a), this contract shall be approved in an open session of a regular meeting of the Board of Education.

**16. SAVING CLAUSE**

If any provisions of this Contract are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

**17. COMPLETE AGREEMENT**

The Contract is the full and complete agreement between the parties hereto. Any amendment, modifications, or variations from the terms of this Contract shall be in writing and shall be effective only upon approval of such amendment, modification, or variation by the Board and the Associate Superintendent.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THEIR CONTRACT ON THE DATE INDICATED, UPON ACTION OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT.

**SIGNATURES OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT,**

**County of San Bernardino, California**

_____	_____
Sonja Shaw, President	Date

_____	_____
Jonathan Monroe, Vice President	Date

_____	_____
Andrew Cruz, Clerk	Date

_____	_____
Donald L. Bridge, Member	Date

_____	_____
James Na, Member	Date

**SIGNATURE OF THE ASSOCIATE SUPERINTENDENT, HUMAN RESOURCES**

_____	_____
Lea Fellows	Date

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**REGULAR MEETING OF THE BOARD OF EDUCATION**  
**June 1, 2023**

**MINUTES**

<b>I.        OPENING BUSINESS</b>
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**I.A.        CALL TO ORDER – 4:50 P.M.**

1. Roll Call

President Shaw called to order the regular meeting of the Board of Education, Thursday, June 1, 2023, at 4:50 p.m. with Bridge, Na, and Shaw present. Mr. Cruz arrived at 5:05 p.m. Mr. Monroe was absent from the meeting.

Administrative Personnel

Norm Enfield, Ed.D., Superintendent

Sandra H. Chen, Associate Superintendent, Business Services

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

Lea Fellows, Assistant Superintendent, CIIS

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

2. Public Comment on Closed Session Items

None.

3. Closed Session

President Shaw adjourned to closed session at 4:50 p.m. regarding conference with legal counsel, existing litigation: one matter; student discipline matters; conference with labor negotiators: A.C.T. and CSEA; public employee appointment: elementary school principals and Associate Superintendent, Human Resources; 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, Na, and Shaw present. The Board met in closed session from 4:50 p.m. to 5:40 p.m. regarding conference with legal counsel, existing litigation: one matter; student discipline matters; conference with labor negotiators: A.C.T. and CSEA;

public employee appointment: elementary school principals and Associate Superintendent, Human Resources; and, public employee performance evaluation: Superintendent. The Board appointed Lea Fellows as Associate Superintendent, Human Resources effective July 1, 2023, by a vote of 4-0 with Bridge, Cruz, Na, and Shaw voting yes; and appointed Denise Gonzales as principal of Walnut ES effective July 1, 2023, by a vote of 4-0. No further action was taken that required public disclosure.

2. Pledge of Allegiance  
Led by Art Bennett.

### **I.C. PRESENTATION**

1. Julie Gobin Memorial Hit the Greens for Scholarships Check  
Tim Adams, School Portraits by Adams Photography, presented the District with a check in the amount of \$29,805.61 representing the proceeds from the 2023 Julie Gobin Memorial Hit the Greens scholarship efforts.

### **I.D. RECOGNITIONS**

1. Country Springs ES Odyssey of the Mind World Finals  
President Shaw presented recognition certificates to Country Springs ES's Odyssey of the Mind team Chino Valley AdvoGATE #34512 TmB, Div.2 to recognize the team's accomplishments and participation at the 2023 Odyssey World Finals.
2. Athletic Trainers and Sports Medicine Support Team  
President Shaw presented recognition certificates to District athletic trainers and doctors for providing services to student athletes.
3. Chino Hills HS School Safety Support  
President Shaw acknowledged staff who provided safety support to the Chino Hills HS campus.

### **I.E. COMMENTS FROM EMPLOYEE REPRESENTATIVES**

Danny Hernandez, CSEA President, acknowledged the work that athletic trainers do, and the contributions they make to the District.

Barbara Bearden, CHAMP President, congratulated Mrs. Fellows and Ms. Gonzales on their respective promotions; recognized the Canyon Hills JHS Coyote Color Guard for their WGASC championship; and thanked teachers who will support student success during the summer.

**I.F. COMMENTS FROM THE AUDIENCE ON ITEMS NOT ON THE AGENDA**

The following individuals addressed the Board: Art Bennett, Chino Hills city council, regarding high school graduation location, and announced various upcoming city activities; Darice De Guzman requesting better and timely communication with parents/guardians regarding the parents and partners advisory committee, better committee selection process, and rumors regarding the elimination of father/daughter and mother/son dances; Glory Ciccarelli regarding Black history curriculum; and Richard Wales regarding flags in classrooms.

**I.G. CHANGES AND DELETIONS**

None.

<b>II. ACTION</b>
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**II.A. BUSINESS SERVICES****II.A.1. Public Hearing Regarding the 2023/2024 Budget**

President Shaw opened the public hearing regarding the 2023/2024 budget at 6:40 p.m. There were no speakers, and the hearing was closed at 6:40 p.m.

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

President Shaw opened the public hearing regarding the Local Control and Accountability Plan at 6:40 p.m. There were no speakers, and the hearing was closed at 6:40 p.m.

**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**

President Shaw gave notice and opened the 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, at 6:41 p.m. There were no speakers, and the hearing was closed at 6:41 p.m.

<b>III. CONSENT</b>
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Moved (Na) seconded (Bridge) motion carried (4-0) to approve the consent items.

**III.A. ADMINISTRATION**

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

Approved the minutes of the May 18, 2023 regular meeting.

**III.B. BUSINESS SERVICES**

**III.B.1. Warrant Register**

Approved/ratified the warrant register.

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

Approved/ratified the 2023/2024 applications to operate fundraising activities and other activities for the benefit of students.

**III.B.3. Fundraising Activities**

Approved/ratified the fundraising activities.

**III.B.4. Donations**

Accepted the donations.

**III.B.5. Legal Services**

Approved payment for legal services to the law 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**

Approved student expulsion cases 22/23-66 and 22/23-68.

**III.C.2. School Sponsored Trips**

Approved/ratified 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**

Adopted 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**

Approved the new course Advanced Placement Physics C: Electricity and Magnetism.

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

Approved 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**

Approved 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**

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

**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. School Bus Pass Fee Adjustment**

Approved the school bus pass fee adjustment.

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

Approved 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)**

Approved 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)**

Approved 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**

Approved 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**

Awarded 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**

Awarded 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**

Awarded 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**

Approved/ratified the certificated/classified personnel items.

**III.E.2. Rejection of Claims**

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

<b>IV. INFORMATION</b>
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**IV.A. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT**

**IV.A.1. Revision of Administrative Regulation 6115 Instruction—Ceremonies and Observances**

Received 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**

Received 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**

Don Bridge congratulated Mrs. Fellows on her promotion; congratulated Odyssey of the Mind students; said he recently attended several graduations and promotions; and said he attended the city of Chino Hills State of the District event.

James Na thanked District staff for supporting student success; asked Dr. Enfield to review the concerns raised by a speaker regarding flags in classrooms; asked for staff to review committee selection processes and make it open to more parent groups; thanked Dr. Lally for his contributions to the District regarding student athletes and asked President Shaw that he be recognized at a future Board meeting; acknowledged Mrs. Osman for teaching District children; congratulated Julian Rodriguez on his professional move; and thanked Cabinet members for their service.

Andrew Cruz said the District should create a survey to determine where graduations should be held to accommodate families and friends; spoke about parent advisory committee information/announcements; spoke about the curriculum selection process associated with the concerns raised by a speaker; spoke about the importance of health and self-care; spoke about his uncle who died while serving the country in WWII; spoke about transgender issues; spoke about a textbook selection problem at a Temecula school; said we always need to be concerned when it comes to our kids because they are our priority; and donated the book Foxe's Book of Martyrs to Don Lugo HS.

Superintendent Enfield clarified that District staff is not recommending the elimination of father/daughter or mother/son dances; apologized for the confusion regarding special education parent meetings; thanked classified and certificated staff for their work supporting student success; and thanked the Board for supporting his recommendation for Mrs. Lea Fellows as Associate Superintendent of Human Resources.

President Shaw thanked Mrs. Fellows for accepting the position in human resources; thanked meeting attendees and for speaking out; spoke about the honor of being present at school graduations; thanked Dr. Park for her help during the graduation ceremony at Ayala HS; said she attended several graduation ceremonies and promotions; attended the state of the city address for Chino Hills; apologized for the confusion surrounding the special education committee and meeting announcement/invitation; addressed agendas that are being pushed more and more on children and said that it will not happen on her watch; spoke about wellness centers and spoke about a proposed plan (for Don Lugo HS's) by a leadership collaboration through the local Chamber of Commerce to build a private room in the wellness center without Board knowledge or approval; and closed by reading part of an article in the LA Times regarding LA County and Planned Parenthood to open 50 High School sexual health and wellness centers, and what wellness centers turn into.

## **VI. ADJOURNMENT**

President Shaw adjourned the regular meeting of the Board of Education at 7:19 p.m.

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Sonja Shaw, President

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Andrew Cruz, Clerk

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 15, 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**

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**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**

\$13,953,104.61 to all District funding sources.

NE:SHC:LP:lf

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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Humility • Civility • Service

**DATE:** June 15, 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 15, 2023**

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

<b><u>School</u></b>	<b><u>Organization</u></b>
Eagle Canyon ES	PTA
Glenmeade ES	PTA
Marshall ES	PTO
Briggs K-8	PFA
Magnolia JHS	PFA
Townsend JHS	PTSA
Ayala HS	Band & Color Guard Boosters
Chino HS	Band & Auxiliary Boosters Boys' Basketball Boosters C.H.A.P.S.S. Cowboys Huddle Boosters Pep Squad Boosters Sports Boosters
Chino Hills HS	PTSA
Don Lugo HS	Band Boosters Grad Night Boosters Performing Arts Boosters Spirit Boosters Sports Boosters

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 15, 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 15, 2023**

<b><u>SITE/DEPARTMENT</u></b>	<b><u>ACTIVITY/DESCRIPTION</u></b>	<b><u>DATE</u></b>
<b><u>Magnolia JHS</u></b>		
PFA	Spirit Wear	7/15/23 - 5/31/24
<b><u>Ayala HS</u></b>		
Band & Color Guard Boosters	thinknlocal	6/16/23 - 6/30/23
Band & Color Guard Boosters	Applebee's Breakfast	6/16/23 - 7/20/23
Band & Color Guard Boosters	Color Guard Clinics	6/16/23 - 7/28/23
Band & Color Guard Boosters	Summer Camps	6/16/23 - 7/30/23
Band & Color Guard Boosters	Orchestra Online Fundraiser	6/16/23 - 12/22/23
<b><u>Chino HS</u></b>		
Sports Boosters	Aquatics Summer Camp (RATIFY)	6/1/23 - 6/30/23
Band & Auxiliary Boosters	In Kind Clothing (RATIFY)	6/1/23 - 7/3/23
Pep Squad Boosters	Pay Pal Giving Fund (RATIFY)	6/1/23 - 8/31/23
Pep Squad Boosters	Yard Signs (RATIFY)	6/1/23 - 9/25/23
Cowboy Huddle Boosters	PlayStation Raffle (RATIFY)	6/1/23 - 11/30/23
Cowboy Huddle Boosters	Parking (RATIFY)	6/1/23 - 12/1/23
Pep Squad Boosters	Spirit Wear (RATIFY)	6/1/23 - 4/30/24
Band & Auxiliary Boosters	Concessions (RATIFY)	6/1/23 - 5/31/24
Cowboy Huddle Boosters	Amazon Smiles (RATIFY)	6/1/23 - 6/30/24
Cowboy Huddle Boosters	Game Program Ads & Banners (RATIFY)	6/1/23 - 6/30/24
Sports Boosters	Freshman Baseball Summer Camp (RATIFY)	6/5/23 - 6/7/23
Sports Boosters	Freshman JV Softball Summer Camp (RATIFY)	6/5/23 - 6/7/23
Sports Boosters	Soccer Summer Camp (RATIFY)	6/5/23 - 6/16/23
Sports Boosters	Wrestling Summer Camp (RATIFY)	6/5/23 - 6/29/23
Sports Boosters	Cross Country Summer Camp (RATIFY)	6/5/23 - 6/30/23
Sports Boosters	Football Summer Camp (RATIFY)	6/5/23 - 8/3/23
Sports Boosters	Volleyball Summer Camp (RATIFY)	6/12/23
Sports Boosters	Boys' Basketball Summer Camp (RATIFY)	6/12/23 - 6/23/23
Sports Boosters	Cheer Summer Camp (RATIFY)	6/13/23 - 7/27/23
Sports Boosters	Tennis Summer Camp	6/20/23 - 7/25/23
Pep Squad Boosters	Chick-fil-A	6/21/23
Basketball Boosters	Fireworks Booth	6/30/23 - 7/4/23
Pep Squad Boosters	Fireworks Booth	6/30/23 - 7/4/23
Band & Auxiliary Boosters	Fireworks Booth	7/1/23 - 7/4/23
C.H.A.P.S.S.	Fireworks Booth	7/1/23 - 7/4/23
Cowboy Huddle Boosters	Fireworks Booth	7/1/23 - 7/4/23
Sports Boosters	Fireworks Booth	7/1/23 - 7/4/23
Cowboy Huddle Boosters	Dalia's Pizza	7/1/23 - 11/30/23

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**June 15, 2023**

<b><u>SITE/DEPARTMENT</u></b>	<b><u>ACTIVITY/DESCRIPTION</u></b>	<b><u>DATE</u></b>
<b><u>Chino HS (cont.)</u></b>		
Basketball Boosters	Concessions	7/1/23 - 5/31/24
Cowboy Huddle Boosters	Spirit Wear	7/1/23 - 6/30/24
Sports Boosters	Girls' Basketball Summer Camp	7/10/23 - 7/27/23
Band & Auxiliary Boosters	Painted Dough	7/20/23
<b><u>Chino Hills HS</u></b>		
Music Boosters	Paint Night	6/23/23
ASB - Theatre	Summer Theatre	6/26/23 - 6/30/23
Music Boosters	Band Camp Penny Wars	7/1/23 - 8/2/23
General Boosters - Aquatics	Corporate Donations	7/1/23 - 9/1/23
Music Boosters	Spirit Wear	7/1/23 - 5/30/24
General Boosters	BINGO	7/2/23 - 6/30/24
General Boosters - Soccer	thinknlocal	7/7/23 - 7/30/23
General Boosters - Aquatics	Boys' Water Polo Summer Camp	7/10/23 - 8/4/23
General Boosters - Aquatics	Family Donations	7/10/23 - 8/18/23
General Boosters - Baseball	Summer Camp	7/11/23 - 7/13/23
ASB - Cross Country	thinknlocal	7/14/23 - 7/30/23
Music Boosters	Band Camp	7/17/23 - 8/4/23
General Boosters - Dance	Snap! Raise	7/17/23 - 8/14/23
General Boosters - Baseball	Freshman Summer Camp	7/18/23 - 7/20/23
General Boosters - Soccer	Summer Clinics	7/19/23 - 7/21/23
General Boosters - Football	Top Golf Tournament	7/27/23
<b><u>Don Lugo HS</u></b>		
Grad Night Boosters	thinknlocal	6/16/23 - 7/1/23
Grad Night Boosters	Chino Concerts Concessions	6/16/23 - 8/10/23
Band Boosters	Fireworks Booth	7/1/23 - 7/4/23
Grad Night Boosters	Fireworks Booth	7/1/23 - 7/4/23
Performing Arts Boosters	Fireworks Booth	7/1/23 - 7/4/23
Sports Boosters	Fireworks Booth	7/1/23 - 7/4/23
Performing Arts Boosters	Dine Outs	7/1/23 - 3/31/24
ASB - General	Blast	7/1/23 - 6/30/24
ASB - Athletics	ASB Works	7/1/23 - 6/30/24
Band Boosters	Hula Tang Dine Out	7/20/23
ASB - Volleyball	Concessions	8/15/23 - 10/15/23



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 15, 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 15, 2023**

<b><u>DEPARTMENT/SITE DONOR</u></b>	<b><u>ITEM DONATED</u></b>	<b><u>APPROXIMATE VALUE</u></b>
<b><u>Cattle ES</u></b>		
Marcia Roth	Cash	\$100.00
<b><u>Chaparral ES</u></b>		
Chaparral Heat PTO	Cash	\$21,426.00
<b><u>Chino HS</u></b>		
Charities Aid Foundation of America	Cash	\$520.00
Citizens Business Bank	Cash	\$5,000.00

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** June 15, 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: RESOLUTION 2022/2023-57, TRANSFERS OF APPROPRIATIONS  
FOR 2023/2024**

=====

**BACKGROUND**

Pursuant to Education Code 42600 through 42602, school districts are required to approve a resolution for budget transfers and adjustments and file it with the San Bernardino County Superintendent of Schools each year.

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

**RECOMMENDATION**

It is recommended the Board of Education adopt Resolution 2022/2023-57, Transfers of Appropriations for 2023/2024.

**FISCAL IMPACT**

None.

NE:SHC:LP:lf

**Chino Valley Unified School District  
Resolution 2022/2023-57,  
Transfers of Appropriations for 2023/2024**

**WHEREAS**, the Board of Education of the Chino Valley Unified School District has determined that during the fiscal year budget revisions become necessary to bring the budgeted revenues and expenditures in balance with actual receipts and expenses;

**WHEREAS**, by making these appropriation adjustments to actuals, the District will reflect a more realistic picture of actual spending patterns of funds; and

**WHEREAS**, the Board of Education of the Chino Valley Unified School District has determined that additional income is assured in excess of the amounts previously budgeted and the timely posting of adjustments will keep each account up to date with accurate uncommitted balances.

**NOW, THEREFORE, BE IT RESOLVED** pursuant to Education Code Sections 42600 through 42602, the Chino Valley Unified School District may appropriate any such funds, identify and make such transfers as needed throughout the 2023/2024 fiscal year.

**BE IT FURTHER RESOLVED** the Board of Education of the Chino Valley Unified School District authorizes staff to process the necessary transfers of appropriation to revise budget amounts during the course of the fiscal year to allow appropriation of excess funds, transfers between designated and/or un-appropriated fund balances and any expenditure classifications, or balance any expenditure classification of the budget.

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 15<sup>th</sup> day of June 2023 at Chino, California.

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.

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

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 15, 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 22/23-64, 22/23-69, 22/23-78, 22/23-80, AND 22/23-81**

=====

**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 22/23-64, 22/23-69, 22/23-78, 22/23-80, and 22/23-81.

**FISCAL IMPACT**

None.

NE:LF:SJ:jg

## CHINO VALLEY UNIFIED SCHOOL DISTRICT

### Our Motto:

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

**DATE:** June 15, 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 Association of Directors of Activities (CADA) Summer Leadership Camp Place: Santa Barbara, CA Chaperone: 6 students/1 chaperone	July 12-15, 2023	Cost: \$590.00 per student Funding Source: USB
Site: Ayala HS Event: The Spirit Consultants Cheerleading and Dance Camp Place: Riverside, CA Chaperone: 14 students/2 chaperones	July 20-22, 2023	Cost: \$550.00 per student Funding Source: Parents and fundraising

Site: Ayala HS Event: United Spirit Association (USA) Cheer Camp Place: Garden Grove, CA Chaperone: 35 students/4 chaperones	July 24-26, 2023	Cost: \$550.00 per student Funding Source: Parents and fundraising
Site: Chino HS Event: CADA Summer Leadership Camp Place: Santa Barbara, CA Chaperone: 10 students/2 chaperones	July 12-15, 2023	Cost: \$685.00 per student Funding Source: ASB
Site: Chino Hills HS Event: West Coast Elite Summer Dance Experience Place: Burbank, CA Chaperone: 16 students/2 chaperones	June 23-25, 2023	Cost: \$300.00 per student Funding Source: Parents and fundraising
Site: Don Lugo HS Event: Future Farmers of America Officer Retreat Place: Julian, CA Chaperone: 6 students/4 chaperones	June 14-16, 2023	Cost: \$85.00 per student Funding Source: Fundraising
Site: Don Lugo HS Event: CADA Summer Leadership Camp Place: Santa Barbara, CA Chaperone: 8 students/2 chaperones	July 12-15, 2023	Cost: \$555.00 per student Funding Source: Parents and fundraising
Site: Don Lugo HS Event: USA Varsity Cheer Camp Place: Buena Park, CA Chaperone: 25 students/3 chaperones	July 19-21, 2023	Cost: \$441.00 per student Funding Source: ASB

## **FISCAL IMPACT**

None.

NE:LF:gks

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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Humility • Civility • Service

**DATE:** June 15, 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; AND 5146 STUDENTS – MARRIED/PREGNANT/PARENTING STUDENTS**

=====

**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) 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, BP 5111 Students –



Admission, BP 5131.2 Students – Bullying, BP 5141.52 Students – Suicide Prevention, BP 5145.13 Students – Response to Immigration Enforcement, BP Students – Nondiscrimination/Harassment of Students, and BP 5146 Students – Married/Pregnant/Parenting Students. This item was presented to the Board of Education on June 1, 2023, as information.

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~~.

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

### **RECOMMENDATION**

It is recommended the Board of Education approve 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; and 5146 Students – Married/Pregnant/Parenting Students.

### **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  
ASSISTANT SUPERINTENDENT, HUMAN RESOURCES  
TITLE II COORDINATOR (EMPLOYEES)  
CHINO VALLEY USD  
5130 RIVERSIDE DRIVE, CHINO, CA 91710  
(909) 628-1201, EXT. 1111  
RICHARD\_RIDEOUT@CHINO.K12.CA.US

### **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](http://www.csba.org)  
California Department of Education: [www.cde.ca.gov](http://www.cde.ca.gov)  
Safe Schools Coalition:  
[www.casafeschoolscoalition.org](http://www.casafeschoolscoalition.org) Pacific ADA Center:  
[www.adapacific.org](http://www.adapacific.org)  
U.S. Department of Education, Office for Civil Rights: [www.ed.gov/about/offices/list/ocr](http://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:

**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](http://www.csba.org)

California Office of the Attorney General: [oag.ca.gov](http://oag.ca.gov)

U.S. Department of Education: [www.cde.ca.gov](http://www.cde.ca.gov)

U.S. Department of Justice: [www.justice.gov](http://www.justice.gov)

U.S. Department of Education, Office for Civil Rights: [www2.ed.gov/ocr](http://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](http://www.csba.org)  
California Department of Education, Safe Schools Office: [www.cde.ca.gov/lr/ss](http://www.cde.ca.gov/lr/ss)  
California Office of the Attorney General: [oag.ca.gov](http://oag.ca.gov)  
Center on Great Teachers and Leaders: [gtlcenter.org](http://gtlcenter.org)  
Collaborative for Academic Social and Emotional Learning: [casel.org](http://casel.org)  
Common Sense Media: [www.commonsensemedia.org](http://www.commonsensemedia.org)  
National School Safety Center: [www.schoolsafety.us](http://www.schoolsafety.us)  
Partnership for Children and Youth: [www.partnerforchildren.org](http://www.partnerforchildren.org)  
U.S. Department of Education: [www.ed.gov](http://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-6<sup>TH</sup> 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](http://www.suicidology.org)

American Foundation for Suicide Prevention: [www.afsp.org](http://www.afsp.org)

American Psychological Association: [www.apa.org](http://www.apa.org)

American School Counselor Association: [www.schoolcounselor.org](http://www.schoolcounselor.org)



**SUICIDE PREVENTION (cont.)**

California Department of Education, Mental Health: [www.cde.ca.gov/ls/cg/mh](http://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](http://www.dhcs.ca.gov/services.MH/Pages/SuicidePrevention.aspx)

Centers for Disease Control and Prevention, Mental Health: [www.cdc.gov/mentalhealth](http://www.cdc.gov/mentalhealth)

National Institute for Mental Health: [www.nimh.nih.gov](http://www.nimh.nih.gov)

National Institute for Mental Health: [www.nimh.nih.gov](http://www.nimh.nih.gov)

U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services

Administration: [www.samhsa.gov](http://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](http://www.csba.org)

California Department of Education: [www.cde.ca.gov](http://www.cde.ca.gov)

California Safe Schools Coalition: [www.casafeschools.org](http://www.casafeschools.org)

California Office of the Attorney General: [oag.ca.gov](http://oag.ca.gov)

First Amendment Center: [www.firstamendmentcenter.org](http://www.firstamendmentcenter.org)

National School Boards Association: [www.nsba.org](http://www.nsba.org)

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

**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.4<sup>th</sup> 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](http://www.cde.ca.gov) California Women's Law Center:  
[www.cwlc.org/resources](http://www.cwlc.org/resources)

U.S. Department of Agriculture, Women, Infants, and Children Program: [www.fns.usda.gov/wic](http://www.fns.usda.gov/wic)

U.S. Department of Education: [www.ed.gov](http://www.ed.gov)

**Chino Valley Unified School District**

Policy adopted: January 23, 1997

Revised: April 23, 1998

Revised: February 3, 2000

Revised: September 22, 2011

Revised: August 17, 2017

REVISED:

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 15, 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**

\$8,918,306.75 to all District funding sources.

NE:GJS:kc

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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Humility • Civility • Service

**DATE:** June 15, 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

<b>SUPERINTENDENT</b>	<b>FISCAL IMPACT</b>
<b>S-2324-001 Margaret A. Chidester &amp; Associates.</b> To provide legal services for the 2023/2024 school year. Submitted by: Superintendent Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: Per Rate Sheet  Funding source: General Fund
<b>S-2324-002 Atkinson, Andelson, Loya, Ruud &amp; Romo.</b> To provide legal services for the 2023/2024 school year. Submitted by: Superintendent Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: Per Rate Sheet  Funding source: Various

<b>BUSINESS SERVICES</b>	<b>FISCAL IMPACT</b>
<b>B-2324-002 Gray Step Software, Inc.</b> To provide annual software license fees for high schools, junior high schools, and elementary schools (ASB Works). Submitted by: Business Services Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: \$11,372.00  Funding source: General/ASB
<b>B-2324-003 School Services of California, Inc.</b> To provide consultant for school legislation services 2023/2024 fiscal year. Submitted by: Business Services Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: \$4,500.00  Funding source: General Fund

<b>CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT</b>	<b>FISCAL IMPACT</b>
<b>CIIS-2223-165 Design Science Inc.</b> To provide school site license MathType for office tools. Submitted by: Chino HS Duration of Agreement: May 23, 2023 - May 22, 2024	Contract amount: \$1,000.00  Funding source: Title 1
<b>CIIS-2223-166 806 Technologies, Inc.</b> To provide software to support compliance documentation related to categorical programs. Submitted by: Access & Equity Duration of Agreement: June 16, 2023 - June 30, 2024	Contract amount: \$19,250.00  Funding source: Title 1
<b>CIIS-2324-071 School Portraits by Adams Photography, Inc.</b> To provide software access for yearbook creation and printing of yearbooks. Submitted by: Woodcrest JHS Duration of Agreement: July 1, 2023 - June 1, 2025	Contract amount: \$4,000.00  Funding source: ASB/USB/PEP/PFA/PTA/Boosters
<b>CIIS-2324-072 The Stepping Stones Group, LLC.</b> To provide contracted RN and LVN services. Submitted by: Health Services Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: \$500,000.00  Funding source: ELOP
<b>CIIS-2324-073 Point Quest Pediatric Therapies, LLC.</b> To provide BIP staff, nursing, SLP, OT, physical therapy, psychologists, and APE. Submitted by: Special Education Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: Per Rate Sheet  Funding source: Special Education

<b>CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT</b>	<b>FISCAL IMPACT</b>
<b>CIIS-2324-074 Pacific Coast Speech Services, LLC.</b> To provide speech and language pathology services. Submitted by: Special Education Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: Per Rate Sheet Funding source: Special Education
<b>CIIS-2324-075 Finals site.</b> To provide website and content management system software, 5-year contract (5) annual payments.  Submitted by: Technology Duration of Agreement: July 1, 2023 - June 30, 2028	Contract amount: \$291,405.00 Funding source: General Fund
<b>CIIS-2324-076 Great Artist Program.</b> To provide online art lessons. Submitted by: Anna Borba ES Duration of Agreement: July 1, 2023 - May 23, 2024	Contract amount: \$2,500.00 Funding source: Title 1
<b>CIIS-2324-077 StudentNest, Inc.</b> To provide tutoring services for McKinney-Vento homeless and unaccompanied youth. Submitted by: Health Services/CARE Program Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: \$50,000.00 Funding source: LCAP
<b>CIIS-2324-078 City of Chino.</b> To provide case management & counseling support services for homeless & unaccompanied youth. Submitted by: Health Services/McKinney-Vento CARE Program Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: \$85,000.00 Funding source: Title 1
<b>CIIS-2324-079 DocuSign, Inc.</b> To provide software/services for eSignature. Submitted by: Alternative Education Center Duration of Agreement: August 1, 2023 - June 30, 2024	Contract amount: \$3,477.60 Funding source: School Site Budget
<b>CIIS-2324-080 Imagine Learning LLC.</b> To provide software licenses for online curriculum for full time elementary students. Submitted by: Alternative Education Center Duration of Agreement: August 1, 2023 - July 31, 2025	Contract amount: \$312,300.00 Funding source: LCAP
<b>CIIS-2324-081 Imagine Learning LLC.</b> To provide software licenses for online curriculum grades 6-12. Submitted by: Alternative Education Center Duration of Agreement: July 1, 2023 - June 30, 2025	Contract amount: \$323,271.00 Funding source: School Site Budget
<b>CIIS-2324-082 CI Solutions.</b> To provide service agreement for CI badge software, AEC student ID cards. Submitted by: Alternative Education Center Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: \$1,062.00 Funding source: School Site Budget

<b>CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT</b>	<b>FISCAL IMPACT</b>
<b>CIIS-2324-083 HopSkipDrive, Inc.</b> To provide transportation for students in foster care exercising school of origin rights. Submitted by: Student Support Services Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: \$5,000.00  Funding source: LCAP
<b>CIIS-2324-084 HopSkipDrive, Inc.</b> To provide transportation for McKinney-Vento homeless and unaccompanied youth. Submitted by: Health Services/CARE Program Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: \$40,000.00  Funding source: Title 1
<b>CIIS-2324-085 Nuestra Escuelita Spanish Academy.</b> To provide Spanish enrichment. Submitted by: Anna Borba ES Duration of Agreement: August 1, 2023 - June 30, 2024	Contract amount: \$7,026.00  Funding source: Title 1
<b>CIIS-2324-086 MCT Technology, Inc.</b> To provide annual subscription to child care data management program software. Submitted by: Child Development Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: \$3,188.00  Funding source: Child Development
<b>CIIS-2324-087 DeltaMath Solutions Inc.</b> To provide school site license for DeltaMath INTEGRAL 2023-2024 school year. Submitted by: Chino HS Duration of Agreement: July 30, 2023 - June 30, 2024	Contract amount: \$3,800.00  Funding source: Title 1
<b>CIIS-2324-088 K-12 Insight Survey.</b> To provide engagement and customer survey services for school sites. Submitted by: Access & Equity Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: \$29,450.00  Funding source: LCAP
<b>CIIS-2324-089 Paper Education Company Inc.</b> To provide tutoring to Title 1 schools, grades 3-12. Submitted by: Access & Equity Duration of Agreement: August 1, 2023 - July 31, 2024	Contract amount: \$967,500.00  Funding source: Title 1
<b>CIIS-2324-090 City of Chino.</b> To provide case management support for homeless students. Submitted by: Health Services/ MV Care Program Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: \$35,000.00  Funding source: ARP I Funds
<b>CIIS-2324-091 City of Chino.</b> To provide case management support for homeless students and families. Submitted by: Health Services/MV Care Program Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: \$175,000.00  Funding source: ARP II Funds

<b>CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT</b>	<b>FISCAL IMPACT</b>
<b>CIIS-2324-092 Pearson Virtual Schools USA.</b> To provide software licenses for online curriculum. Submitted by: Alternative Education Center Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: \$31,125.00  Funding source: School Site Budget
<b>CIIS-2324-093 City of Chino.</b> To provide case management support services for District students & families via family resource center. Submitted by: Health Services/HOPE Program Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: \$375,000.00  Funding source: LCAP
<b>CIIS-2324-094 Cengage Learning, Inc.</b> To provide 3-year renewal for Big Ideas Math digital subscription. Submitted by: Secondary Curriculum Duration of Agreement: July 1, 2023 - July 1, 2026	Contract amount: \$142,309.44  Funding source: LCAP
<b>CIIS-2324-095 Erin Oeth LLC</b> To provide module creation, revisions, enhancement for CDE Homeless Innovation Program (HIP). Submitted by: Health Services/MV HIP Program Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: \$53,500.00  Funding source: CDE Grant
<b>CIIS-2324-096 Claremont Counseling &amp; Support Center, A Psychological Corp. dba Chino Hills Counseling</b> To provide mental health support, professional development, and family engagement. Submitted by: Access & Equity Duration of Agreement: August 7, 2023 - May 23, 2024	Contract amount: \$225,000.00  Funding source: CSI
<b>CIIS-2324-097 Committee for Children</b> To provide curriculum license expansion for CVUSD. Submitted by: Health Services Duration of Agreement: July 1, 2023 - July 31, 2026	Contract amount: \$77,084.78  Funding source: LCAP

<b>FACILITIES, PLANNING, AND OPERATIONS</b>	<b>FISCAL IMPACT</b>
<b>F-2324-021 TYR Inc.</b> To provide DSA Inspector of Record services. Submitted by: Facilities, Planning, and Operations Duration of Agreement: July 1, 2023 - June 30, 2026	Contract amount: Per Rate Sheet  Funding source: Various
<b>F-2324-022 Brandon Petrunio &amp; Associates, Inc.</b> To provide landscape architectural services. Submitted by: Facilities, Planning, and Operations Duration of Agreement: July 1, 2023 - June 30, 2026	Contract amount: Per Rate Sheet  Funding source: General Fund



<b>FACILITIES, PLANNING, AND OPERATIONS</b>	<b>FISCAL IMPACT</b>
<b>F-2324-023 Class Leasing, LLC</b> To provide 3-year renewal lease of (1) 36'x40' relocatable classroom lease number 924, project number CL2652. Submitted by: Facilities, Planning, and Operations Duration of Agreement: August 1, 2023 - July 31, 2026	Contract amount: \$19,440.00  Funding source: Capital Facilities Fund
<b>F-2324-024 Time and Alarm Systems</b> To provide district-wide fire and security alarm monitoring services. Submitted by: Maintenance & Operations Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: \$26,552.00  Funding source: General Fund
<b>F-2324-025 Plant's Choice, Inc.</b> To provide district-wide mulching service. Submitted by: Maintenance & Operations Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: Per Rate Sheet  Funding source: General Fund
<b>F-2324-026 Pest Options Inc.</b> To provide weed control and prevention. Submitted by: Maintenance & Operations Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: Per Rate Sheet  Funding source: General Fund
<b>F-2324-027 TK Elevator Corporation</b> To provide inspection and repair of elevators at Chino HS 5-year agreement. Submitted by: Maintenance & Operations Duration of Agreement: July 1, 2023 - June 30, 2028	Contract amount: Per Rate Sheet  Funding source: General Fund
<b>F-2324-028 Time and Alarm Systems</b> To provide software and support for district-wide security alarm systems. Submitted by: Maintenance & Operations Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: \$600.00  Funding source: General Fund
<b>F-2324-029 Time and Alarm Systems</b> To provide software and support for district-wide keyless access systems. Submitted by: Maintenance & Operations Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: \$8,513.00  Funding source: General Fund
<b>F-2324-030 Davis Demographics MGT, LLC</b> To provide student forecast and SSL update 3-year contract \$28,500.00 annually. Submitted by: Facilities, Planning & Operations Duration of Agreement: July 1, 2023 - June 30, 2026	Contract amount: \$85,000.00  Funding source: Capital Facilities Fund 25

<b>HUMAN RESOURCES</b>	<b>FISCAL IMPACT</b>
<b>HR-2324-002 Community Matters, Inc.</b> To provide Safe School Ambassador training and support. Submitted by: Risk Management Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: \$71,200.00  Funding source: LCAP

<b>HUMAN RESOURCES</b>	<b>FISCAL IMPACT</b>
<b>HR-2324-003 Keenan &amp; Associates</b> To provide run-off claims administration agreement. Submitted by: Risk Management Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: \$6,000.00  Funding source: General Fund

<b>MASTER CONTRACTS</b>	<b>FISCAL IMPACT</b>
<b>MC-2223-145 ATvantage, LLC</b> To provide summer session substitute athletic trainer. Submitted by: Chino HS Duration of Agreement: May 26, 2023 - August 10, 2026	Contract amount: Per Rate Sheet  Funding source: Various
<b>MC-2324-004 Aquarium of the Pacific</b> To provide field trip venue, self guided tours, educational programs. Submitted by: Child Development Duration of Agreement: July 1, 2023 - June 30, 2026	Contract amount: Per Rate Sheet  Funding source: Various
<b>MC-2223-146 Jose Hernandez Mariachi Academy</b> To provide Mariachi music lessons. Submitted by: Health Services Duration of Agreement: June 1, 2023 - June 30, 2026	Contract amount: Per Rate Sheet  Funding source: Various

<b>APPROVED CONTRACTS TO BE AMENDED</b>	<b>AMENDMENT</b>
<b>F-2122-050 Brandon Petrunio &amp; Associates, Inc.</b> To provide Townsend JHS Phase II landscape architect services. Submitted by: Maintenance & Operations Duration of Agreement: July 1, 2022 - June 30, 2024 Original Board Approval: July 18, 2019	Contract amount: Per Rate Sheet  Extend contract date only, valid until June 30, 2024.  Funding source: General Fund
<b>F-2021-043 KU Champions, LLC</b> To provide before and/or after school, and summer enrichment program for district students. Submitted by: Child Development Duration of Agreement: November 1, 2022 - June 30, 2023 Original Board Approval: August 20, 2020	Contract amount: Per Rate Sheet  Add monthly tuition schedule for ELOP scholarship payments.  Funding source: Child Development
<b>CIIS-2223-054 Document Tracking Services.</b> To provide annual license agreement for software to support compliance documentation related to categorical programs. Submitted by: Access & Equity Duration of Agreement: July 15, 2022 - July 15, 2025 Original Board Approval: August 18, 2022	Contract amount: \$38,925.00  Extend contract date through July 15, 2025, add contract to be billed \$12,975.00 annually.  Funding source: Title I & Title III EL
<b>CIIS-2223-160 The Flippen Group dba Capturing Kids Hearts.</b> To provide professional development for CVLA and Buena Vista HS. Submitted by: Chino Valley Learning Academy Duration of Agreement: May 5, 2023 - June 30, 2024 Original Board Approval: May 4, 2023	Contract amount: \$55,000.00  Add additional training, increase contract amount by \$20,500.00 for a total of \$55,000.00.  Funding source: CSI

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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Humility • Civility • Service

**DATE:** June 15, 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: SURPLUS/OBSOLETE PROPERTY**

=====

**BACKGROUND**

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

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

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

Increase to the General Fund from proceeds of sale.

NE:GJS:kc



## CHINO VALLEY UNIFIED SCHOOL DISTRICT SURPLUS / OBSOLETE EQUIPMENT LIST


Purchasing Use Only

Board Approval Date \_\_\_\_\_

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

School Site/Department	ANNA BORBA ELEMENTARY	Date Submitted:	2/17/2023
Site Contact & Extension	BELLE RAMIREZ X 8475		

Adobe E-signature is acceptable

Department Head/Principal Approval:	
Technology Review:	

### THIS FORM MUST BE TYPED

Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Computer Equipment	1645	078670751652	47295	<input checked="" type="checkbox"/>
Computer Equipment	1645	078432451652	47336	<input checked="" type="checkbox"/>
Computer Equipment	1645	078681551652	47297	<input checked="" type="checkbox"/>
Computer Equipment	1645	078644651652	47337	<input checked="" type="checkbox"/>
Computer Equipment	1645	078589551652	47296	<input checked="" type="checkbox"/>
Computer Equipment	1645	078326251652	47338	<input checked="" type="checkbox"/>
Computer Equipment	1645	078597651652	47345	<input checked="" type="checkbox"/>
Computer Equipment	1645	078573551652	47346	<input checked="" type="checkbox"/>
Computer Equipment	1645	078585251652	47298	<input checked="" type="checkbox"/>
Computer Equipment	WAP54G	MDG105802826	Click or tap here to enter text.	<input type="checkbox"/>
Computer Equipment	S2500-48P	BZ0011257	49577	<input type="checkbox"/>
Computer Equipment	EMP-83H	KM3F8Y3820L	29617	<input type="checkbox"/>
Computer Equipment	EMP-83	JXJF759621L	25534	<input type="checkbox"/>
Computer Equipment	EMP-83H	KM3F8Y3400L	29622	<input type="checkbox"/>
Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Office Equipment	Speaker	Click or tap here to enter text.	Click or tap here to enter text.	<input checked="" type="checkbox"/>
Office Equipment	Speaker	Click or tap here to enter text.	Click or tap here to enter text.	<input checked="" type="checkbox"/>
Office Equipment	SK-2120	Click or tap here to enter text.	Keyboard	<input checked="" type="checkbox"/>
Office Equipment	SK-2060	CNN81206E9	Keyboard	<input checked="" type="checkbox"/>
Computer Equipment	Computer	4LYPHH2	56600	<input checked="" type="checkbox"/>
Computer Equipment	Computer	4LZPHH2	56594	<input checked="" type="checkbox"/>



## CHINO VALLEY UNIFIED SCHOOL DISTRICT SURPLUS / OBSOLETE EQUIPMENT LIST


Purchasing Use Only

Board Approval Date

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

School Site/Department	ANNA BORBA ELEMENTARY	Date Submitted:	2/17/2023
Site Contact & Extension	BELLE RAMIREZ X 8475		

Adobe E-signature is acceptable

Department Head/Principal Approval:	
Technology Review:	

### THIS FORM MUST BE TYPED

Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Computer Equipment	P2213t	CN-OFJ44J-74445-494-B1FM	Click or tap here to enter text.	<input checked="" type="checkbox"/>
Computer Equipment	P221HHb	CN-OKW14V-74261-51G-7CUB	Click or tap here to enter text.	<input checked="" type="checkbox"/>
Computer Equipment	AX510	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Computer Equipment	1800BJ2	80093934	Projector	<input type="checkbox"/>
Health Services Equipment	Wheelchair	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Appliance / Food Service Equipment	Lunch cart	Click or tap here to enter text.	Click or tap here to enter text.	<input checked="" type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>

Rev. 11/1/2022

*Submit the completed form via email to [Anna\\_Hamilton@chino.k12.ca.us](mailto:Anna_Hamilton@chino.k12.ca.us) ,Purchasing Department.*



## CHINO VALLEY UNIFIED SCHOOL DISTRICT SURPLUS / OBSOLETE EQUIPMENT LIST


Purchasing Use Only

Board Approval Date

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

School Site/Department	Eagle Canyon	Date Submitted:	May 17th, 2023
Site Contact & Extension	Michelle Chavez ext 8100		

Adobe E-signature is acceptable

Department Head/Principal Approval:	
Technology Review:	

**THIS FORM MUST BE TYPED**

Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Computer Equipment	Chromebook 5190	312-RM32-CB02	82056	<input type="checkbox"/>
Computer Equipment	Chromebook 5190	312-RM32-CB03	82057	<input type="checkbox"/>
Computer Equipment	Chromebook 5190	312-RM32-CB01	82055	<input type="checkbox"/>
Computer Equipment	Chromebook 11 3189	CHN4WT2	74723	<input type="checkbox"/>
Computer Equipment	Dell Monitor	CN-0FJ44J-74445-469-DABS		<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Good Working Condition



## CHINO VALLEY UNIFIED SCHOOL DISTRICT SURPLUS / OBSOLETE EQUIPMENT LIST

Plintoft, Ed.D.

List the equipment below that your site/department no longer needs. Indicate on the form if the item is in working or non-working condition. When the form has been completed and signed, KEEP A COPY and forward the signed form to [Patty Wolfe@chino.k12.ca.us](mailto:Patty_Wolfe@chino.k12.ca.us). Equipment that is not transferred to another site/department will be taken before the Governing Board for approval to surplus/dispose. Surplus equipment that is not publically sold, will be disposed of by Purchasing.

Site Contact	Patricia Custodio/ Marion Henderson	Date Submitted:	5/22/23
Phone	Ext. 8600	Board Approval	

Items over \$500 and purchased with Program Improvement Funds should be marked with an asterisk (\*).

### PLEASE TYPE

Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Working or Non-Working <i>REQUIRED</i>	Site
Computer	Optiplex	3020-	46885	Non-working	Levi Dickey
Computer			46883	Non-working	Levi Dickey
Computer			46889	Non-working	Levi Dickey
Computer			46892	Non-working	Levi Dickey
Computer			46891	Non-working	Levi Dickey
Computer			46890	Non-working	Levi Dickey
Computer			46887	Non-working	Levi Dickey
Computer			46884	Non-working	Levi Dickey
Computer			46886	Non-working	Levi Dickey
Smart Board x 11		No number	No tag	unknown	Levi Dickey
Computer	Optiplex	780-	34476	Non-working	Levi Dickey
Keyboard & mouses x 11			No tag	unknown	Levi Dickey
Redcat			41966	Non-working	Levi Dickey
Monitor		CN-OTP219-64180-78L-7RBL	No tag	unknown	Levi Dickey
Monitor		CN-OC730C-71623-95J-5553	No tag	unknown	Levi Dickey
Monitor		CN-OC730C-71623-95J-5619	No tag	unknown	Levi Dickey
Monitor		CN-OC730C-71623-95J-5549	No tag	unknown	Levi Dickey
Monitor		CN-OC730C-71623-95J-5552	No tag	unknown	Levi Dickey
Monitor		CN-OC730C-71623-95J-5659	No tag	unknown	Levi Dickey
Monitor		CN-OC730C-71623-95J-5536	No tag	unknown	Levi Dickey
Monitor		CN-OC730C-71623-95J-5660	No tag	unknown	Levi Dickey
Monitor		CN-OC730C-71623-95J-5560	No tag	unknown	Levi Dickey
Monitor		CN-OC730C-71623-95J-5550	No tag	unknown	Levi Dickey
Monitor		CN-OC730C-71623-95J-5558	No tag	unknown	Levi Dickey
Projector	Epson		31083	Non-working	Levi Dickey
Projector	Epson		77927	Non-working	Levi Dickey
Doc Cam	Aver		31059	Non-working	Levi Dickey
Doc Cam	Aver		65134	Non-working	Levi Dickey





## CHINO VALLEY UNIFIED SCHOOL DISTRICT SURPLUS / OBSOLETE EQUIPMENT LIST

Purchasing Use Only

Board Approval Date

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

School Site/Department	Health Services	Date Submitted:	5/18/2023
Site Contact & Extension	8918		

Adobe E-signature is acceptable

Department Head/Principal Approval:	
Technology Review:	

### THIS FORM MUST BE TYPED

Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Computer Equipment	Optiplex 3020	CN-04W34Y-70163-5CM-034Z-A00	50796	<input type="checkbox"/>
Computer Equipment	Optiplex 3020	CN-04W34Y-70163-561-04Y8-A00	47730	<input type="checkbox"/>
Computer Equipment	Chromebook 11 3189	H087WT2	Click or tap here to enter text.	<input type="checkbox"/>
Computer Equipment	Chromebook 3100 2-in-1	77LRQ13	83109	<input type="checkbox"/>
Computer Equipment	Chromebook 3100 2-in-1	JQMTQ13	83124	<input type="checkbox"/>
Computer Equipment	Chromebook 11 3189	C9CJWT2	74710	<input type="checkbox"/>
Computer Equipment	iPad	602-00115-A	44805	<input type="checkbox"/>
Computer Equipment	iPad	Click or tap here to enter text.	44803	<input type="checkbox"/>
Computer Equipment	iPad	Click or tap here to enter text.	44808	<input type="checkbox"/>
Computer Equipment	iPad	Click or tap here to enter text.	44804	<input type="checkbox"/>
Computer Equipment	iPad	Click or tap here to enter text.	44802	<input type="checkbox"/>
Computer Equipment	iPad	Click or tap here to enter text.	44809	<input type="checkbox"/>
Computer Equipment	iPad	Click or tap here to enter text.	98724	<input type="checkbox"/>
Computer Equipment	iPad	Click or tap here to enter text.	448047	<input type="checkbox"/>
Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Computer Equipment	Chromebook 11 3189	4HCJWT2	74724	<input type="checkbox"/>
Computer Equipment	Chromebook 11 3189	H3BLWT2	74728	<input type="checkbox"/>



**CHINO VALLEY UNIFIED SCHOOL DISTRICT  
WOODCREST - ARUBA AP LIST  
SURPLUS/OBSOLETE EQUIPMENT LIST**

<b>Description</b>	<b>Model#</b>	<b>LAN MAC Address</b>	<b>Serial Number</b>	<b>Good Working Condition</b>
Computer Equipment	Aruba AP 555	9C:8C:D8:CF:D6:2E	CNJ0K9Y21Q	X
Computer Equipment	Aruba AP 555	BC:9F:E4:CA:A8:A7	CNJ6K9Y1X9	X
Computer Equipment	Aruba AP 225	40:E3:D6:C4:2D:18	CT0648536	X
Computer Equipment	Aruba AP 555	BC:9F:E4:CA:AF:5B	CNJ6K9Y1SY	X
Computer Equipment	Aruba AP 555	BC:9F:E4:CA:A7:0C	CNJ6K9Y1N2	X
Computer Equipment	Aruba AP 555	9C:8C:D8:CF:E2:EE	CNJ1K9Y196	X
Computer Equipment	Aruba AP 555	9C:8C:D8:CF:D4:A5	CNJ0K9Y22Q	X
Computer Equipment	Aruba AP 224	94:B4:0F:C0:F0:4C	CT0261447	X
Computer Equipment	Aruba AP 555	BC:9F:E4:CA:A1:7E	CNJ6K9Y1W2	X
Computer Equipment	Aruba AP 555	BC:9F:E4:CA:AA:FF	CNJ6K9Y1PJ	X
Computer Equipment	Aruba AP 555	9C:8C:D8:CF:D7:36	CNJ0K9Y1MM	X
Computer Equipment	Aruba AP 555	BC:9F:E4:CA:A5:E6	CNJ6K9Y1LX	X
Computer Equipment	Aruba AP 555	9C:8C:D8:CF:D9:10	CNJ0K9Y203	X
Computer Equipment	Aruba AP 555	9C:8C:D8:CF:D1:4E	CNJ0K9Y1M0	X
Computer Equipment	Aruba AP 555	9C:8C:D8:CF:D2:4A	CNJ0K9Y1LR	X
Computer Equipment	Aruba AP 555	9C:8C:D8:CF:DA:8D	CNJ0K9Y22C	X
Computer Equipment	Aruba AP 224	40:E3:D6:C5:E9:B2	CT0705508	X
Computer Equipment	Aruba AP 555	80:8D:B7:C0:16:83	CNHPK9Y01L	X
Computer Equipment	Aruba AP 555	9C:8C:D8:CF:D2:9B	CNJ0K9Y21X	X
Computer Equipment	Aruba AP 225	94:B4:0F:C6:4A:B4	CT0336859	X
Computer Equipment	Aruba AP 555	9C:8C:D8:CF:DF:A0	CNJ1K9Y193	X
Computer Equipment	Aruba AP 225	40:E3:D6:C4:2D:BE	CT0648619	X
Computer Equipment	Aruba AP 555	9C:8C:D8:CF:D8:DD	CNJ0K9Y23K	X
Computer Equipment	Aruba AP 224	94:B4:0F:C0:F0:CE	CT0261512	X
Computer Equipment	Aruba AP 225	40:E3:D6:C5:7C:FE	CT0691583	X
Computer Equipment	Aruba AP 225	84:D4:7E:C6:41:8E	CT0794749	X
Computer Equipment	Aruba AP 224	40:E3:D6:C5:EA:00	CT0705547	X
Computer Equipment	Aruba AP 225	18:64:72:CD:8B:0A	CT0204470	X
Computer Equipment	Aruba AP 225	94:B4:0F:C6:86:D4	CT0344640	X
Computer Equipment	Aruba AP 555	9C:8C:D8:CF:D9:A3	CNJ0K9Y21T	X
Computer Equipment	Aruba AP 555	BC:9F:E4:CA:A4:30	CNJ6K9Y1X1	X
Computer Equipment	Aruba AP 224	84:D4:7E:C5:CD:4E	CT0779848	X
Computer Equipment	Aruba AP 225	40:E3:D6:C4:2D:6C	CT0648578	X
Computer Equipment	Aruba AP 555	9C:8C:D8:CF:E8:EB	CNJ1K9Y18W	X
Computer Equipment	Aruba AP 555	BC:9F:E4:CA:A1:1B	CNJ6K9Y1Q3	X
Computer Equipment	Aruba AP 225	40:E3:D6:C4:2D:86	CT0648591	X
Computer Equipment	Aruba AP 225	94:B4:0F:C6:85:EC	CT0344524	X
Computer Equipment	Aruba AP 555	BC:9F:E4:CA:97:6A	CNJ6K9Y03F	X
Computer Equipment	Aruba AP 555	9C:8C:D8:CF:ED:77	CNJ1K9Y18Z	X
Computer Equipment	Aruba AP 555	9C:8C:D8:CF:D4:C3	CNJ0K9Y1LZ	X

**CHINO VALLEY UNIFIED SCHOOL DISTRICT  
WOODCREST - ARUBA AP LIST  
SURPLUS/OBSOLETE EQUIPMENT LIST - PAGE 2**

<b>Description</b>	<b>Model#</b>	<b>LAN MAC Address</b>	<b>Serial Number</b>	<b>Good Working Condition</b>
Computer Equipment	Aruba AP 555	9C:8C:D8:CF:D5:E9	CNJ0K9Y228	X
Computer Equipment	Aruba AP 225	40:E3:D6:C5:89:40	CT0693152	X
Computer Equipment	Aruba AP 555	9C:8C:D8:CF:DB:B6	CNJ0K9Y26Q	X
Computer Equipment	Aruba AP 225	40:E3:D6:C5:78:66	CT0690995	X
Computer Equipment	Aruba AP 555	9C:8C:D8:CF:ED:D7	CNJ1K9Y18C	X
Computer Equipment	Aruba AP 555	BC:9F:E4:CA:A3:B8	CNJ6K9Y2J2	X
Computer Equipment	Aruba AP 555	BC:9F:E4:CA:8F:C6	CNJ5K9Y01M	X
Computer Equipment	Aruba AP 224	40:E3:D6:C5:EA:22	CT0705564	X
Computer Equipment	Aruba AP 555	80:8D:B7:C0:16:C2	CNHPK9Y021	X
Computer Equipment	Aruba AP 225	40:E3:D6:C4:2D:72	CT0648581	X
Computer Equipment	Aruba AP 224	94:B4:0F:C0:EF:3E	CT0261312	X
Computer Equipment	Aruba AP 225	40:E3:D6:C4:2C:FC	CT0648522	X

**CHINO VALLEY UNIFIED SCHOOL DISTRICT  
WOODCREST - ARUBA SWITCH LIST  
SURPLUS/OBSOLETE EQUIPMENT LIST**

<b>Description</b>	<b>Model#</b>	<b>LAN MAC Address</b>	<b>Serial Number</b>	<b>Good Working Condition</b>
Computer Equipment	Aruba 2930M-40G-8SR-PoE-Class6 Switch	64:E8:81:D1:BD:40	SG08KJS02N	X
Computer Equipment	Aruba 2930M-40G-8SR-PoE-Class6 Switch	64:E8:81:CF:ED:00	SG08KJS02H	X
Computer Equipment	Aruba 2930M-40G-8SR-PoE-Class6 Switch	64:E8:81:CF:99:00	SG08KJS016	X
Computer Equipment	Aruba 2930M-40G-8SR-PoE-Class6 Switch	64:E8:81:CF:2A:40	SG08KJS017	X
Computer Equipment	Aruba 2930M-40G-8SR-PoE-Class6 Switch	64:E8:81:CF:BA:00	SG08KJS01C	X
Computer Equipment	Aruba 2930M-40G-8SR-PoE-Class6 Switch	64:E8:81:CF:2F:00	SG08KJS01W	X
Computer Equipment	Aruba 2930M-40G-8SR-PoE-Class6 Switch	64:E8:81:CF:FD:00	SG08KJS01Y	X
Computer Equipment	Aruba 6300 Switch	64:E8:81:BF:09:80	SG07KMX031	X
Computer Equipment	Aruba 2930M-40G-8SR-PoE-Class6 Switch	64:E8:81:D1:1E:C0	SG08KJS00Z	X
Computer Equipment	Aruba 2930M-40G-8SR-PoE-Class6 Switch	64:E8:81:D1:AD:80	SG08KJS00R	X
Computer Equipment	Aruba 2930M-40G-8SR-PoE-Class6 Switch	64:E8:81:CF:CE:00	SG08KJS023	X
Computer Equipment	Aruba 2930M-40G-8SR-PoE-Class6 Switch	64:E8:81:CF:7F:40	SG08KJS015	X
Computer Equipment	Aruba 2930M-40G-8SR-PoE-Class6 Switch	64:E8:81:D1:2E:80	SG08KJS00X	X
Computer Equipment	Aruba 2930M-40G-8SR-PoE-Class6 Switch	64:E8:81:CF:4E:80	SG08KJS021	X
Computer Equipment	Aruba 2930M-40G-8SR-PoE-Class6 Switch	64:E8:81:CF:C9:00	SG08KJS01K	X
Computer Equipment	Aruba 2930M-40G-8SR-PoE-Class6 Switch	64:E8:81:CF:5F:00	SG08KJS013	X
Computer Equipment	Aruba 2930M-40G-8SR-PoE-Class6 Switch	64:E8:81:CF:89:80	SG08KJS018	X
Computer Equipment	Aruba 2930M-40G-8SR-PoE-Class6 Switch	64:E8:81:D4:50:C0	SG08KJS07G	X
Computer Equipment	Aruba 2930M-40G-8SR-PoE-Class6 Switch	64:E8:81:D4:80:00	SG08KJS079	X
Computer Equipment	Aruba 2930M-40G-8SR-PoE-Class6 Switch	64:E8:81:D3:EE:80	SG08KJS080	X
Computer Equipment	Aruba 2930M-40G-8SR-PoE-Class6 Switch	64:E8:81:CF:DE:80	SG08KJS01P	X
Computer Equipment	Aruba 2930M-40G-8SR-PoE-Class6 Switch	64:E8:81:CF:79:80	SG08KJS00J	X
Computer Equipment	Aruba 2930M-40G-8SR-PoE-Class6 Switch	64:E8:81:CF:4E:40	SG08KJS01J	X



## CHINO VALLEY UNIFIED SCHOOL DISTRICT SURPLUS / OBSOLETE EQUIPMENT LIST

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Surplus equipment that is not publically sold, will be disposed of by Purchasing.

Site Contact	Nora Purell	Date Submitted:	5/26/23
Phone	X3800	Board Approval	

Items over \$500 and purchased with Program Improvement Funds should be marked with an asterisk (\*).

### PLEASE TYPE

Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Working or Non-Working <i>REQUIRED</i>	Site
Chromebook <i>Dell</i>	3189	16g2qn2	71142	<i>Non-working</i>	<i>Cattle</i>
Chromebook	3189	H9h2qm2	55789	<i>Non-working</i>	<i>Cattle</i>
Chromebook	3189	Hs6fzd2	57494	<i>Non-working</i>	<i>Cattle</i>
Chromebook	3189	Cz4rpn2	57486	<i>Non-working</i>	<i>Cattle</i>
Chromebook	3189	1x6f2d2	74835	<i>Non-working</i>	<i>Cattle</i>
Chromebook	3189	Cqj2qn2	57500	<i>Non-working</i>	<i>Cattle</i>
Chromebook	3189	8wg2qn2	60567	<i>Non-working</i>	<i>Cattle</i>
Chromebook	3189	3wg2qn2	60578	<i>Non-working</i>	<i>Cattle</i>
Chromebook	3189	5xf2qn2	60576	<i>Non-working</i>	<i>Cattle</i>
Chromebook	3189	C6782c2	64542	<i>Non-working</i>	<i>Cattle</i>
Chromebook	3189	16g2qn2	64546	<i>Non-working</i>	<i>Cattle</i>
Chromebook	3189	H9h2qm2	64540	<i>Non-working</i>	<i>Cattle</i>
Chromebook	3189	16g2qn2	60581	<i>Non-working</i>	<i>Cattle</i>
Chromebook	3189	H9h2qm2	54385	<i>Non-working</i>	<i>Cattle</i>
Chromebook	3189	81gwpn2	52625	<i>Non-working</i>	<i>Cattle</i>
Chromebook	3189	65m57mq2	60566	<i>Non-working</i>	<i>Cattle</i>
Chromebook	3189	62chmq2	60579	<i>Non-working</i>	<i>Cattle</i>
Chromebook	3189	Ff08mq2	60525	<i>Non-working</i>	<i>Cattle</i>
Chromebook	3189	Fntytt2	60531	<i>Non-working</i>	<i>Cattle</i>
Chromebook	3189	Fzcztt2	60577	<i>Non-working</i>	<i>Cattle</i>
Chromebook	3189	9tx5mq2	54879	<i>Non-working</i>	<i>Cattle</i>
Chromebook	3189	C99rmq2	54881	<i>Non-working</i>	<i>Cattle</i>
Chromebook	3189	3h8hmq2	60551	<i>Non-working</i>	<i>Cattle</i>
Chromebook	3189	2vg2qn2	55787	<i>Non-working</i>	<i>Cattle</i>
Chromebook	3189	Hb9wpn2	55792	<i>Non-working</i>	<i>Cattle</i>



## CHINO VALLEY UNIFIED SCHOOL DISTRICT SURPLUS / OBSOLETE EQUIPMENT LIST

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Surplus equipment that is not publically sold, will be disposed of by Purchasing.

Site Contact	Nora Purell	Date Submitted:	5/26/23
Phone	X3800	Board Approval	

Items over \$500 and purchased with Program Improvement Funds should be marked with an asterisk (\*).

**PLEASE TYPE**

Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Working or Non-Working <i>REQUIRED</i>	Site
Chromebook <i>Dell</i>	3189	81gwpn2	60559	Non-working	Cattle
Chromebook	3189	65m57mq2	608530	Non-working	Cattle
Chromebook	3189	62chmq2	60536	Non-working	Cattle
Chromebook	3189	Ff08mq2	60519	Non-working	Cattle
Chromebook	3189	Fntytt2	55804	Non-working	Cattle
Chromebook	3189	Fzcztt2	55814	Non-working	Cattle
Chromebook	3189	9tx5mq2	60569	Non-working	Cattle
Chromebook	3189	C99rmq2	60554	Non-working	Cattle
Chromebook	3189	3h8hmq2	55810	Non-working	Cattle
Chromebook	3189	2vg2qn2	55811	Non-working	Cattle
Chromebook	3189	Hb9wpn2	54862	Non-working	Cattle
Chromebook	3189	Hwy2qn2	60580	Non-working	Cattle
Chromebook	3189	16g2qn2	55810	Non-working	Cattle
Chromebook	3189	H9h2qm2	60580	Non-working	Cattle
Chromebook	3189	Hs6fzd2	55810	Non-working	Cattle
Chromebook	3189	Cz4rpn2	60560	Non-working	Cattle
Chromebook	3189	1x6f2d2	60528	Non-working	Cattle
Chromebook	3189	Cqj2qn2	60535	Non-working	Cattle
Chromebook	3189	8wg2qn2	60521	Non-working	Cattle
Chromebook	3189	3wg2qn2	60537	Non-working	Cattle
Chromebook	3189	5xf2qn2	60539	Non-working	Cattle
Chromebook	3189	C6782c2	60568	Non-working	Cattle
Chromebook	3189	Dyg72c2	64559	Non-working	Cattle
Chromebook	3189	Hrg72c2	64560	Non-working	Cattle
Chromebook	3189	Cq682c2	60565	Non-working	Cattle



## CHINO VALLEY UNIFIED SCHOOL DISTRICT SURPLUS / OBSOLETE EQUIPMENT LIST

Chromebook <i>Dell</i>	3189	Fvy9sn2	64548	Non-working	Cattle
Chromebook	3189	97782c2	64562	Non-working	Cattle
Chromebook	3189	H6682c2	64552	Non-working	Cattle
Chromebook	3189	27682c2	64541	Non-working	Cattle
Chromebook	3189	87thzb2	64569	Non-working	Cattle

### Site Responsibility:

1. Inventory all equipment and furniture that is being submitted for surplus or disposal.
2. PLEASE TYPE THE FORM. Accurate information is required to be reported on the Board Agenda for approval, to the Warehouse for pick up, and for asset accounting.
3. Ensure that the Surplus/Obsolete Equipment List is completed and is legible. Include:
  - a. Product description
  - b. Make and model, when available
    - i. All computer equipment and printers must include the serial number
  - c. CVUSD asset tag
  - d. Indicate if the item is working or non-working.
  - e. Obtain Principal or Department Head approval.
4. Submit the completed form to [Patty\\_Wolfe@chino.k12.ca.us](mailto:Patty_Wolfe@chino.k12.ca.us), Facilities/Planning, via email.
5. If items are technology related equipment, submit form to Technology Director for review.
6. Prior to pick up of the surplus items, it is the site/department responsibility to prepare the items for pick up.
  - a. All items must be on the list and organized and separated from items not listed.
  - b. All items should be in a central location so as to minimize pick-up time.
  - c. All items not in a central location should be identified on the form AND must be easily identifiable within the pickup location.
7. Upon Board approval of Surplus Equipment, submit a work order for Warehouse pick-up.

### Purchasing Responsibility:

1. Review the list for completeness and authorization.
2. Assign site submitted work order for warehouse pick-up.
3. Remove assets from Financial 2000.





## CHINO VALLEY UNIFIED SCHOOL DISTRICT SURPLUS / OBSOLETE EQUIPMENT LIST

Chromebook <i>Dell</i>	3189	37682c2	60570	Non-working	Cattle
Chromebook	3189	81h72c2	55808	Non-working	Cattle
Chromebook	3189	H6682c2	55799	Non-working	Cattle
Chromebook	3189	1r682c2	55783	Non-working	Cattle
Chromebook	3189	70h7262	55816	Non-working	Cattle
Xerox- Printer	Phaser 3260			Non-working	Cattle
Xerox- Printer	Phaser 6280			Non-working	Cattle
Dell- Printer	Lazer Jet Pro			Non-working	Cattle

### Site Responsibility:

1. Inventory all equipment and furniture that is being submitted for surplus or disposal.
2. PLEASE TYPE THE FORM. Accurate information is required to be reported on the Board Agenda for approval, to the Warehouse for pick up, and for asset accounting.
3. Ensure that the Surplus/Obsolete Equipment List is completed and is legible. Include:
  - a. Product description
  - b. Make and model, when available
    - i. All computer equipment and printers must include the serial number
  - c. CVUSD asset tag
  - d. Indicate if the item is working or non-working.
  - e. Obtain Principal or Department Head approval.
4. Submit the completed form to [Patty\\_Wolfe@chino.k12.ca.us](mailto:Patty_Wolfe@chino.k12.ca.us) , Facilities/Planning, via email.
5. If items are technology related equipment, submit form to Technology Director for review.
6. Prior to pick up of the surplus items, it is the site/department responsibility to prepare the items for pick up.
  - a. All items must be on the list and organized and separated from items not listed.
  - b. All items should be in a central location so as to minimize pick-up time.
  - c. All items not in a central location should be identified on the form AND must be easily identifiable within the pickup location.
7. Upon Board approval of Surplus Equipment, submit a work order for Warehouse pick-up.

### Purchasing Responsibility:

1. Review the list for completeness and authorization.
2. Assign site submitted work order for warehouse pick-up.
3. Remove assets from Financial 2000.



## CHINO VALLEY UNIFIED SCHOOL DISTRICT SURPLUS / OBSOLETE EQUIPMENT LIST


Purchasing Use Only

Board Approval Date \_\_\_\_\_

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

School Site/Department	ANNA BORBA ELEMENTARY	Date Submitted:	2/17/2023
Site Contact & Extension	BELLE RAMIREZ X 8475		

Adobe E-signature is acceptable

Department Head/Principal Approval:	
Technology Review:	

### THIS FORM MUST BE TYPED

Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Computer Equipment	1645	078670751652	47295	<input checked="" type="checkbox"/>
Computer Equipment	1645	078432451652	47336	<input checked="" type="checkbox"/>
Computer Equipment	1645	078681551652	47297	<input checked="" type="checkbox"/>
Computer Equipment	1645	078644651652	47337	<input checked="" type="checkbox"/>
Computer Equipment	1645	078589551652	47296	<input checked="" type="checkbox"/>
Computer Equipment	1645	078326251652	47338	<input checked="" type="checkbox"/>
Computer Equipment	1645	078597651652	47345	<input checked="" type="checkbox"/>
Computer Equipment	1645	078573551652	47346	<input checked="" type="checkbox"/>
Computer Equipment	1645	078585251652	47298	<input checked="" type="checkbox"/>
Computer Equipment	WAP54G	MDG105802826	Click or tap here to enter text.	<input type="checkbox"/>
Computer Equipment	S2500-48P	BZ0011257	49577	<input type="checkbox"/>
Computer Equipment	EMP-83H	KM3F8Y3820L	29617	<input type="checkbox"/>
Computer Equipment	EMP-83	JXJF759621L	25534	<input type="checkbox"/>
Computer Equipment	EMP-83H	KM3F8Y3400L	29622	<input type="checkbox"/>
Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Office Equipment	Speaker	Click or tap here to enter text.	Click or tap here to enter text.	<input checked="" type="checkbox"/>
Office Equipment	Speaker	Click or tap here to enter text.	Click or tap here to enter text.	<input checked="" type="checkbox"/>
Office Equipment	SK-2120	Click or tap here to enter text.	Keyboard	<input checked="" type="checkbox"/>
Office Equipment	SK-2060	CNN81206E9	Keyboard	<input checked="" type="checkbox"/>
Computer Equipment	Computer	4LYPHH2	56600	<input checked="" type="checkbox"/>
Computer Equipment	Computer	4LZPHH2	56594	<input checked="" type="checkbox"/>





## CHINO VALLEY UNIFIED SCHOOL DISTRICT SURPLUS / OBSOLETE EQUIPMENT LIST


Purchasing Use Only

Board Approval Date \_\_\_\_\_

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

School Site/Department	ANNA BORBA ELEMENTARY	Date Submitted:	2/17/2023
Site Contact & Extension	BELLE RAMIREZ X 8475		

Adobe E-signature is acceptable

Department Head/Principal Approval:	
Technology Review:	

### THIS FORM MUST BE TYPED

Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Computer Equipment	P2213t	CN-OFJ44J-74445-494-B1FM	Click or tap here to enter text.	<input checked="" type="checkbox"/>
Computer Equipment	P221HHb	CN-OKW14V-74261-51G-7CUB	Click or tap here to enter text.	<input checked="" type="checkbox"/>
Computer Equipment	AX510	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Computer Equipment	1800BJ2	80093934	Projector	<input type="checkbox"/>
Health Services Equipment	Wheelchair	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Appliance / Food Service Equipment	Lunch cart	Click or tap here to enter text.	Click or tap here to enter text.	<input checked="" type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>

# CHINO VALLEY UNIFIED SCHOOL DISTRICT SURPLUS/OBSOLETE PROPERTY

List the equipment below that your site/department no longer needs. Indicate on the form if the item is working or non-working condition. When the form has been completed and signed, KEEP A COPY and forward the signed form to [Patty\\_Wolfe@chino.k12.ca.us](mailto:Patty_Wolfe@chino.k12.ca.us). Equipment that is not transferred to another site/department will be taken before the Governing Board for approval to surplus/dispose. Surplus equipment that is not publicly sold, will be disposed of by Purchasing.

Site Contact	David Ries	Date Submitted:	May 31, 2023
Phone	909.591.1239	Board Approval	

Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Working Non-Working <i>REQUIRED</i>	Site
Chrome Book			55655	Working	Oak Ridge
Chrome Book			55658	Working	Oak Ridge
Chrome Book			55652	Working	Oak Ridge
Chrome Book			55634	Working	Oak Ridge
Chrome Book			55657	Working	Oak Ridge
Chrome Book			55643	Working	Oak Ridge
Chrome Book			55665	Working	Oak Ridge
Chrome Book			55667	Working	Oak Ridge
Chrome Book			55648	Working	Oak Ridge
Chrome Book			55646	Working	Oak Ridge
Chrome Book			55649	Working	Oak Ridge
Chrome Book			55647	Working	Oak Ridge
Chrome Book			55640	Working	Oak Ridge
Chrome Book			55638	Working	Oak Ridge
Chrome Book			55631	Working	Oak Ridge
Chrome Book			55656	Working	Oak Ridge
Chrome Book			55630	Working	Oak Ridge
Chrome Book			55639	Working	Oak Ridge
Chrome Book			52094	Working	Oak Ridge
Chrome Book			52067	Working	Oak Ridge
Chrome Book			52060	Working	Oak Ridge
Chrome Book			52062	Working	Oak Ridge
Chrome Book			52081	Working	Oak Ridge
Chrome Book			52068	Working	Oak Ridge
Chrome Book			52058	Working	Oak Ridge
Chrome Book			52076	Working	Oak Ridge
Chrome Book			52095	Working	Oak Ridge
Chrome Book			52077	Working	Oak Ridge
Chrome Book			52072	Working	Oak Ridge
Chrome Book			52090	Working	Oak Ridge
Chrome Book			52088	Working	Oak Ridge
Chrome Book			52065	Working	Oak Ridge
Chrome Book			52059	Working	Oak Ridge

Date: 5/31/23

  
Principal

Rev. 2/9/2018agh

Submit the completed form via email to [Patty\\_Wolfe@chino.k12.ca.us](mailto:Patty_Wolfe@chino.k12.ca.us), Facilities/Planning.

<b>Description REQUIRED</b>	<b>Model #</b>	<b>Serial #</b>	<b>CVUSD Asset Tag</b>	<b>Working Non-Working REQUIRED</b>	<b>Site</b>
Chrome Book			52074	Working	Oak Ridge
Chrome Book			52071	Working	Oak Ridge
Chrome Book			52069	Working	Oak Ridge
Chrome Book			52075	Working	Oak Ridge
Chrome Book			52086	Working	Oak Ridge
Chrome Book			52096	Working	Oak Ridge
Chrome Book			52066	Working	Oak Ridge
Chrome Book			52078	Working	Oak Ridge
Chrome Book			52064	Working	Oak Ridge
Chrome Book			52073	Working	Oak Ridge
Chrome Book			52080	Working	Oak Ridge
Chrome Book			52089	Working	Oak Ridge
Chrome Book			52091	Working	Oak Ridge
Chrome Book			52057	Working	Oak Ridge
Chrome Book			52087	Working	Oak Ridge
Chrome Book			52084	Working	Oak Ridge
Chrome Book			52093	Working	Oak Ridge
Chrome Book			52070	Working	Oak Ridge
Chrome Book			52061	Working	Oak Ridge
Chrome Book			52063	Working	Oak Ridge
Chrome Book			52082	Working	Oak Ridge
Chrome Book			52079	Working	Oak Ridge
Chrome Book			55644	Working	Oak Ridge
Chrome Book			55653	Working	Oak Ridge
Chrome Book			55662	Working	Oak Ridge
Chrome Book			55641	Working	Oak Ridge
Chrome Book			55632	Working	Oak Ridge
Chrome Book			55633	Working	Oak Ridge
Chrome Book			55661	Working	Oak Ridge
Chrome Book			55651	Working	Oak Ridge
Chrome Book			55642	Working	Oak Ridge
Chrome Book			55660	Working	Oak Ridge
Chrome Book			55645	Working	Oak Ridge
Chrome Book			55636	Working	Oak Ridge
Chrome Book			55839	Working	Oak Ridge
Chrome Book			55659	Working	Oak Ridge
Chrome Book			55664	Working	Oak Ridge
Chrome Book			55635	Working	Oak Ridge
Chrome Book			55663	Working	Oak Ridge
Chrome Book			55654	Working	Oak Ridge
Chrome Book			55650	Working	Oak Ridge
Chrome Book			55668	Working	Oak Ridge
Surface Pro Cart With 15 Surface Pro (No Individual Asset Tags)			60588	Working	Oak Ridge

Date: 5/31/23

Dmg  
Principal

Rev. 2/9/2018agh

Submit the completed form via email to [Patty\\_Wolfe@chino.k12.ca.us](mailto:Patty_Wolfe@chino.k12.ca.us), Facilities/Planning.



## CHINO VALLEY UNIFIED SCHOOL DISTRICT SURPLUS / OBSOLETE EQUIPMENT LIST

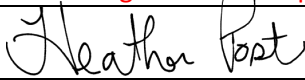
Purchasing Use Only

Board Approval Date

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

School Site/Department	Jeanne Sexton	Date Submitted:	6-2-23
Site Contact & Extension	909-464-9938 x7247		

Adobe E-signature is acceptable

Department Head/Principal Approval:	
Technology Review:	

THIS FORM MUST BE TYPED

Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
AV Equipment	Epson Powerlite 83+ Projector	KM3F822354L	27311	<input checked="" type="checkbox"/>
AV Equipment	2Know! Renaissance Responder Sys	unknown	24625	<input type="checkbox"/>
AV Equipment	2Know! Renaissance Responder Sys	unknown	Not found	<input type="checkbox"/>
AV Equipment	Insignia VCR/DVD DVD040924A	603043203	none	<input type="checkbox"/>
AV Equipment	Epson S9 Projector H376A	NDEF09528L	NONE	<input checked="" type="checkbox"/>
AV Equipment	Polaroid Projector SVGA270	G1A000505	none	<input checked="" type="checkbox"/>
AV Equipment	Epson EMP-53 Projector	EYM0340098K	17095	<input checked="" type="checkbox"/>
AV Equipment	ViewSonic PJ550-2 projector	B0W030851302	NONE	<input type="checkbox"/>
AV Equipment	Epson Powerlite 826W+ Projector	MTXF080192L	NONE	<input checked="" type="checkbox"/>
Computer Equipment	Dell Latitude E5440	6PZTL32	45635	<input type="checkbox"/>
Computer Equipment	Dell Optiplex3010	HZG0K02	42182	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>



## CHINO VALLEY UNIFIED SCHOOL DISTRICT SURPLUS / OBSOLETE EQUIPMENT LIST

Purchasing Use Only

Board Approval Date

Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>

### Site Responsibility:

1. Inventory all equipment and furniture that is being submitted for surplus or disposal.
2. THIS FORM MUST BE TYPED. Accurate information must be reported on the (1) Board Agenda for approval, (2) to the Warehouse for pick up, and for (3) asset accounting.
3. Ensure that the Surplus/Obsolete Equipment List is completed and is legible. Include:
  - a. Product description – choose from the download
  - b. Make and model, when available
    - i. All computer equipment and printers must include the serial number
  - c. CVUSD asset tag
  - d. Only if the item is in good working condition, select the box.
  - e. Obtain Principal or Department Head approval. Adobe E-signature is acceptable.
4. Submit the completed form to [Anna\\_Hamilton@chino.k12.ca.us](mailto:Anna_Hamilton@chino.k12.ca.us) , Purchasing Department, via email.
5. If items are technology related equipment, submit form to Technology Director for review.
6. Prior to pick up of the surplus items, it is the site/department responsibility to prepare the items for pick up.
  - a. All items must be on the list and organized and separated from items not listed.
  - b. All items should be in a central location to minimize pick-up time.
  - c. All items not in a central location should be identified on the form AND must be easily identifiable within the pickup location.
7. Submit a work order, via School Dude, for Warehouse to schedule a pick-up the surplus items.

### Purchasing Responsibility:

1. Review the list for completeness and authorization.
2. Remove assets from Financial 2000.

### Textbooks & Library Books:

1. Do not complete this form for Surplus or Obsolete Textbooks and Library Books.
2. Contact the Media Center, or email [Troy\\_Ingram@chino.k12.ca.us](mailto:Troy_Ingram@chino.k12.ca.us) for instructions on how to proceed with this request. (Education Code 60510.5)





## CHINO VALLEY UNIFIED SCHOOL DISTRICT SURPLUS / OBSOLETE EQUIPMENT LIST

Purchasing Use Only

Board Approval Date

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

School Site/Department	Glenmeade Elementary	Date Submitted:	June 2, 2023
Site Contact & Extension	Kylene Valles ext: 8575		

Adobe E-signature is acceptable

Department Head/Principal Approval:	
Technology Review:	

### THIS FORM MUST BE TYPED

Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Computer Equipment	HA03A – Epson Projector	X8C1300854	N/A	<input type="checkbox"/>
Computer Equipment	H688A – Epson Projector	VTFK5100533	47118	<input type="checkbox"/>
Computer Equipment	EMP-83H – Epson Projector	KM3F825151L	N/A	<input type="checkbox"/>
Computer Equipment	EMP-83H – Epson Projector	KM3F825405L	N/A	<input type="checkbox"/>
Office Equipment	90115-Eco Punch 3 hole Punch	N/A	N/A	<input type="checkbox"/>
Office Equipment	Signature – 3 Hole Punch (Black)	N/A	N/A	<input type="checkbox"/>
Office Equipment	Signature – 3 hole punch (silver)	N/A	N/A	<input type="checkbox"/>
Computer Equipment	KB212-B – Dell Keyboard	CN04G48171616-36K- 06S1-A00	N/A	<input type="checkbox"/>
Computer Equipment	SK-2025 – HP Keyboard	BDMGH0CCP7ACCW	N/A	<input type="checkbox"/>
Office Equipment	Martine Yale Letter Folder	NA	36823	<input type="checkbox"/>
Computer Equipment	TT-02 – Document Camera	902708	24595	<input type="checkbox"/>
Computer Equipment	REV-A01 – Dell Monitor	CN0KG49T7426137F1U8U	N/A	<input type="checkbox"/>
Computer Equipment	LaserJet 4050TN – Xerox Printer	N/A	02467	<input type="checkbox"/>
Computer Equipment	2055dn – HP Laser Jet	JPBF944778	N/A	<input type="checkbox"/>
Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Computer Equipment	REV-A01 – Dell Monitor	CN0KG49T7426137F1U5U	N/A	<input type="checkbox"/>
Computer Equipment	OptiPlex 3010 – Dell Tower	JJ529Y1	41521	<input type="checkbox"/>
Computer Equipment	2 Large Speakers	Unknown	Unknown	<input type="checkbox"/>
Computer Equipment	9-Boden/Shure Sound Boards	Unknown	N/A	<input type="checkbox"/>
Classroom Furniture	Electric Piano - White	unknown	N/A	<input type="checkbox"/>
Computer Equipment	2 baskets of wires and cords	N/A	N/A	<input type="checkbox"/>

Rev. 11/1/2022

*Submit the completed form via email to [Anna\\_Hamilton@chino.k12.ca.us](mailto:Anna_Hamilton@chino.k12.ca.us), Purchasing Department.*





## CHINO VALLEY UNIFIED SCHOOL DISTRICT SURPLUS / OBSOLETE EQUIPMENT LIST

List the equipment below that your site/department no longer needs. Indicate on the form if the item is in working or non-working condition. When the form has been completed and signed, KEEP A COPY and forward the signed form to [Patty Wolfe@chino.k12.ca.us](mailto:Patty_Wolfe@chino.k12.ca.us). Equipment that is not transferred to another site/department will be taken before the Governing Board for approval to surplus/dispose. Surplus equipment that is not publically sold, will be disposed of by Purchasing.

Site Contact	Gina Alvarado <i>Chino Hills HS</i>	Date Submitted:	05/31/2023
Phone	(909) 6067540 Ext. 5434	Board Approval	

Items over \$500 and purchased with Program Improvement Funds should be marked with an asterisk (\*).

### PLEASE TYPE

Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Working or Non-Working <i>REQUIRED</i>	Site
Computer	Dell	12AB34CD	58821	Non-working	XXX Elementary
Printer	Xerox Phaser	GAIL097135		Non-working	CHHS
Laptop	Dell Latitude 2100	00144567955070	31713	Non-working	CHHS
Laptop	Dell Latitude 2100	00144567406035	31712	Non-working	CHHS
Laptop	Dell Latitude 2100	00186095639860	34398	Non-working	CHHS
LCD Projector	EPSON H382A	P94F133463L	38524	Non-working	CHHS
LCD Projector	EPSON H382A	P94F140750L	38542	Non-working	CHHS
LCD Projector	EPSON H859a	X4YW0300181	78457	Non-working	CHHS
Computer	Dell # D08S	TRACKING 00039718457085	46133	Non-working	CHHS
Computer	Dell # D04S	TRACKING 00186240235635	41692	Non-working	CHHS
Computer	Dell #D11S	TRACKING 12955880630	56979	Non-working	CHHS
Computer	Dell #D08S	TRACKING 00039719439847	46971	Non-working	CHHS
CD stereo	Panasonic RX-D13	WQ1BA003196	x4059	Non-working	CHHS
CD stereo	Panasonic RX-D13	WQ1BA003180	12611/X4058	Non-working	CHHS
LCD Projector	Epson H283A	L5JF8X1355L	x4211	Non-Working	CHHS
LCD Projector	Epson H283A	L5JF891917L	29161	Non-Working	CHHS
LCD Projector	Epson H283A	L5JF8X1349L	29119/x4202	Non-Working	CHHS
LCD Projector	Epson H283A	L5JF8X1339I	29114/x4198	Non-working	CHHS
LCD Projector	Epson H283A	L5JF891916L	29156/x4217	Non-working	CHHS
LCD Projector	Epson EMP-S5	JWUF819761L	27089/x4186	Non-working	CHHS
Renaissance Response	REC-1001	Stock # 205021A	40128	Non-working	CHHS
Document Camera	P0E3	50177 10020P	x1813	Non-working	CHHS
Document Camera	P0E7A	5305288900182	x536707	Non-working	CHHS
Document Camera	P0E3	52185 10020P	x1807	Non-working	CHHS
Document Camera	P0E3	50175 10020P	x1810	Non-working	CHHS

Rev. 2/9/2018agh

Submit the completed form via email to [Patty Wolfe@chino.k12.ca.us](mailto:Patty_Wolfe@chino.k12.ca.us), Facilities/Planning.





## CHINO VALLEY UNIFIED SCHOOL DISTRICT SURPLUS / OBSOLETE EQUIPMENT LIST

Document Camera	POE3	55112 10030P	x1814	Non-working	CHHS
Document Camera	POH3A	530636460090	x538001/45896	Non-working	CHHS
Document Camera	POE3	52186 10020P	x1808	Non-working	CHHS
LCD Projector	EMP-S3	GM9G5X5903F	NO TAG	Non-working	CHHS
LCD Projector	EMP-83H	KM3F8Y2960L	X7261259	Non-working	CHHS
LCD Projector	EMP-83H	KM3FOX1823L	34727/X1850	Non-working	CHHS

### Site Responsibility:

1. Inventory all equipment and furniture that is being submitted for surplus or disposal.
2. PLEASE TYPE THE FORM. Accurate information is required to be reported to the Board for approval, to the Warehouse for pick up and to Accounting for asset accounting.
3. Ensure that the Surplus/Obsolete Equipment List is completed and is legible. Include:
  - a. Product description
  - b. Make and model when available
    - i. All computer equipment and printers must include the serial number
  - c. CVUSD asset tag
  - d. Indicate if the item is working or non-working.
  - e. Obtain Principal or Department Head approval.
4. Submit the completed form to [Patty\\_Wolfe@chino.k12.ca.us](mailto:Patty_Wolfe@chino.k12.ca.us) , Facilities/Planning, via email or intra-district mail.
5. Prior to pick up of the surplus items, it is the site's/department's responsibility to prepare the items for pick up.
  - a. All items must be on the list and organized and separate for items not listed.
  - b. All items should be in a central location so as to minimize pick-up time.
  - c. All items not in a central location should be identified on the form AND must be easily identifiable within the pickup location.

### Purchasing Responsibility:

1. Review the list for completeness and authorization. If items are technology related equipment, submit form to Technology Director for review.
2. Upon Board approval, schedule the equipment pick-up with the Warehouse or submit a work order with Facilities for pick-up.

SIGNED BY: Deborah Garcia

Library/Media Center Assistant CHHS

Rev. 2/9/2018agh

Submit the completed form via email to [Patty\\_Wolfe@chino.k12.ca.us](mailto:Patty_Wolfe@chino.k12.ca.us) , Facilities/Planning.



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 15, 2023

**TO:** Members, Board of Education

**FROM:** Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: NOTICE OF COMPLETION FOR BID NO. 19-20-17F,  
CHINO HS RECONSTRUCTION PHASE 1 (BP 6)**

=====

**BACKGROUND**

On November 7, 2019, the Board of Education awarded Bid No. 19-20-17F, Chino HS Reconstruction Phase 1 (BP 6) to Sierra Lathing Company, Inc.

All contracted work was completed on August 5, 2022. Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Kamal Israil, DSA Inspector of Record; Robert Lavey, PBK Architects; Robert Stewart, Balfour Beatty Construction Management; Samuel Sousa, CVUSD Construction Coordinator; and Beverly Beemer, CVUSD Director of Planning.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
\$8,712,954.00	\$84,226.00	\$8,797,180.00	\$439,859.00

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

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Notice of Completion for Bid No. 19-20-17F, Chino HS Reconstruction Phase 1 (BP 6).

**FISCAL IMPACT**

None.

NE:GJS

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 15, 2023

**TO:** Members, Board of Education

**FROM:** Norm Enfield, Ed.D., Superintendent

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

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

=====

**BACKGROUND**

On November 7, 2019, the Board of Education awarded Bid No. 19-20-17F, Chino HS Reconstruction Phase 1 (BP 17) to JPI development Group, Inc.

All contracted work was completed on August 5, 2022. Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Kamal Israil, DSA Inspector of Record; Robert Lavey, PBK Architects; Robert Stewart, Balfour Beatty Construction Management; Samuel Sousa, CVUSD Construction Coordinator; and Beverly Beemer, CVUSD Director of Planning.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
\$1,275,000.00	N/A	\$1,275,000.00	\$63,750.00

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

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

None.

NE:GJS

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 15, 2023

**TO:** Members, Board of Education

**FROM:** Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID NO. 19-20-32F, CHINO HS RECONSTRUCTION PHASE 2 (BP 4)**

=====

**BACKGROUND**

On June 18, 2020, the Board of Education awarded Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 4) to GBC Concrete and Masonry, 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	GBC Concrete and Masonry, Inc.	(\$112,551.28)
	Bid Amount:	\$6,686,140.00
	Revised Total Project Amount:	\$6,573,588.72
	Retention Amount:	\$328,679.44

The change order results in a net decrease of \$112,551.28 to the construction cost and no days added to the contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on August 5, 2022.

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

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

Staff recommends the approval of the Change Order and Notice of Completion for this bid.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 4).

**FISCAL IMPACT**

(\$112,551.28) to Measure G Fund 21

NE:GJS



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

## CHANGE ORDER

Date: 05/11/2023 BID/ CUPCAA #: 19-20-32F ✓ Change Order #: 001 ✓

Project Title: Chino High School Reconstruction Phase 2

Owner: Chino Valley Unified School District DSA Application #: 04-117507 DSA File #: 36-H3

Architect: PBK Contractor: GBC Concrete and Masonry (BP#04) ✓

P.O. 231041

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: \$-112,551.28  
Time Extension: None

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

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




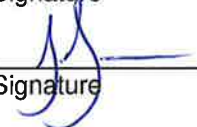
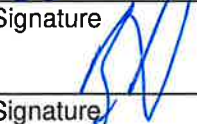
ITEM NO. 4: Description:  
Reason:  
Document Ref:  
Requested by:  
Change in Contract Sum:  
Time Extension:

## CONTRACT SUMMARY

The original contract amount was: \$6,686,140.00 ✓  
Previously approved change order amount(s): \$0.00  
The contract amount will be increased/decreased by this Change Order: \$-112,551.28 ✓  
The new contract amount including this change order will be: \$6,573,588.72

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

### APPROVED BY:

<u>Lonnie Herrell</u> Contractor	<u></u> Signature	<u>05/16/2023</u> Date
<u>Kamal Israil</u> DSA Inspector of Record (if applicable)	<u></u> Signature	<u>05/16/2023</u> Date
<u>Robert Lavey</u> Architect / Engineer (if applicable)	<u></u> Signature	<u>05/16/2023</u> Date
<u>Robert Stewart</u> Construction / Project Manager	<u></u> Signature	<u>05/16/2023</u> Date
<u>Authorized Department Head (if applicable)</u>	<u>Signature</u>	<u>Date</u>
<u>Director, Technology (if applicable)</u>	<u>Signature</u>	<u>Date</u>
<u>Samuel Sousa</u> CVUSD Project Manager	<u></u> Signature	<u>5/17/23</u> Date
<u>Director, Maintenance &amp; Operations (if applicable)</u>	<u>Signature</u>	<u>Date</u>
<u>Beverly Beemer</u> Director, Planning (if applicable)	<u></u> Signature	<u>5/18/2023</u> Date
<u>Greg Stachura</u> Owner (Authorized Agent)	<u></u> Signature	<u>5/18/23</u> Date

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 15, 2023

**TO:** Members, Board of Education

**FROM:** Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID NO. 19-20-32F, CHINO HS RECONSTRUCTION PHASE 2 (BP 9)**

=====

**BACKGROUND**

On June 18, 2020, the Board of Education awarded Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 9) to Star Hardware, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Star Hardware, Inc.	(\$21,979.17)
	Bid Amount:	\$649,500.00
	Revised Total Project Amount:	\$627,520.83
	Retention Amount:	\$31,376.04

The change order results in a net decrease of \$21,979.17 to the construction cost and no days added to the contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on August 5, 2022.

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

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

Staff recommends the approval of the Change Order and Notice of Completion for this bid.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 9).

**FISCAL IMPACT**

(\$21,979.17) to Measure G Fund 21

NE:GJS





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

## CHANGE ORDER

Date: 05/04/2023 BID/ CUPCAA #: 19-20-32F ✓ Change Order #: 001 ✓  
Project Title: Chino High School Reconstruction Phase 2  
Owner: Chino Valley Unified School District DSA Application #: 04-117507 DSA File #: 36-H3  
Architect: PBK Contractor: Star Hardware, Inc. (BP#9) ✓  
P.O. 231037

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: \$-21,979.17  
Time Extension: None

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





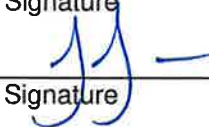

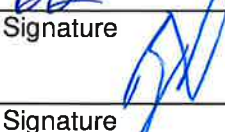
ITEM  
NO. 3: Description:  
Reason:  
Document Ref:  
Requested by:  
Change in Contract Sum:  
Time Extension:

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

## CONTRACT SUMMARY

The original contract amount was:	\$649,500.00 ✓
Previously approved change order amount(s):	\$0.00
The contract amount will be increased/decreased by this Change Order:	\$-21,979.17 ✓
The new contract amount including this change order will be:	\$627,520.83 ✓
The original contract completion date was:	08/05/2022
Previously approved Change Order for contract time:	0 days
The contract time will be increased by this Change Order:	0 days
The date of completion as a result of this Change Order is:	08/05/2022

### APPROVED BY:

Heidy Reynoso Contractor	 Signature	05/11/2023 Date
Kamal Israil DSA Inspector of Record (if applicable)	 Signature	05/12/2023 Date
Robert Lavey Architect / Engineer (if applicable)	 Signature	05/15/2023 Date
Robert Stewart Construction / Project Manager	 Signature	05/11/2023 Date
Authorized Department Head (if applicable)	Signature	Date
Director, Technology (if applicable)	Signature	Date
Samuel Sousa CVUSD Project Manager	 Signature	5/15/23 Date
Director, Maintenance & Operations (if applicable)	Signature	Date
Beverly Beemer Director, Planning (if applicable)	 Signature	5/18/2023 Date
Greg Stachura Owner (Authorized Agent)	 Signature	5/18/23 Date

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 15, 2023

**TO:** Members, Board of Education

**FROM:** Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID NO. 19-20-32F, CHINO HS RECONSTRUCTION PHASE 2 (BP 10)**

=====

**BACKGROUND**

On June 18, 2020, the Board of Education awarded Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 10) to McKernan, 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	McKernan, Inc.	(\$46,173.32)
	Bid Amount:	\$1,320,000.00
	Revised Total Project Amount:	\$1,273,826.68
	Retention Amount:	\$63,691.33

The change order results in a net decrease of \$46,173.32 to the construction cost and no days added to the contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on August 5, 2022.

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

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

Staff recommends the approval of the Change Order and Notice of Completion for this bid.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 10).

**FISCAL IMPACT**

(\$46,173.32) to Measure G Fund 21

NE:GJS



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

## CHANGE ORDER

Date: 05/05/2023 BID/ CUPCAA #: 19-20-32F ✓ Change Order #: 001 ✓  
Project Title: Chino High School Reconstruction Phase 2  
Owner: Chino Valley Unified School District DSA Application #: 04-117507 DSA File #: 36-H3  
Architect: PBK Contractor: McKernan, Inc. (BP#10) ✓  
P.O. 231031

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: \$-46,173.32  
Time Extension: None

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

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

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

## CONTRACT SUMMARY

The original contract amount was: \$1,320,000.00 ✓  
Previously approved change order amount(s): \$0.00  
The contract amount will be increased/decreased by this Change Order: \$-46,173.32 ✓  
The new contract amount including this change order will be: \$1,273,826.68 ✓

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

### APPROVED BY:

<u>Bryan McKernan</u> Contractor	<u><i>Bryan McKernan</i></u> Signature	<u>05/11/2023</u> Date
<u>Kamal Israil</u> DSA Inspector of Record (if applicable)	<u><i>Kamal Israil</i></u> Signature	<u>05/12/2023</u> Date
<u>Robert Lavey</u> Architect / Engineer (if applicable)	<u><i>Robert Lavey</i></u> Signature	<u>05/15/2023</u> Date
<u>Robert Stewart</u> Construction / Project Manager	<u><i>Robert Stewart</i></u> Signature	<u>05/11/2023</u> Date
<u>Authorized Department Head (if applicable)</u>	<u>Signature</u>	<u>Date</u>
<u>Director, Technology (if applicable)</u>	<u>Signature</u>	<u>Date</u>
<u>Samuel Sousa</u> CVUSD Project Manager	<u><i>Samuel Sousa</i></u> Signature	<u>5/15/23</u> Date
<u>Director, Maintenance &amp; Operations (if applicable)</u>	<u>Signature</u>	<u>Date</u>
<u>Beverly Beemer</u> Director, Planning (if applicable)	<u><i>Beverly Beemer</i></u> Signature	<u>5/18/2023</u> Date
<u>Greg Stachura</u> Owner (Authorized Agent)	<u><i>Greg Stachura</i></u> Signature	<u>5/18/23</u> Date

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 15, 2023

**TO:** Members, Board of Education

**FROM:** Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID NO. 19-20-32F, CHINO HS RECONSTRUCTION PHASE 2 (BP 14)**

=====

**BACKGROUND**

On June 18, 2020, the Board of Education awarded Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 14) to D&M Painting, 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	D&M Painting, Inc.	(\$73,934.14)
	Bid Amount:	\$949,000.00
	Revised Total Project Amount:	\$875,065.86
	Retention Amount:	\$43,753.29

The change order results in a net decrease of \$73,934.14 to the construction cost and no days added to the contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on August 5, 2022.

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

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

Staff recommends the approval of the Change Order and Notice of Completion for this bid.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 14).

**FISCAL IMPACT**

(\$73,934.14) to Measure G Fund 21

NE:GJS





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

## CHANGE ORDER

Date: 05/11/2023 BID/ CUPCAA #: 19-20-32F ✓ Change Order #: 001 ✓  
Project Title: Chino High School Reconstruction Phase 2  
Owner: Chino Valley Unified School District DSA Application #: 04-117507 DSA File #: 36-H3  
Architect: PBK Contractor: D&M Painting, Inc. (BP#14) ✓  
P.O. 231029

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: \$-73,934.14  
Time Extension: None

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





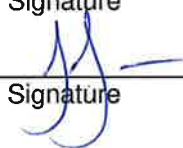
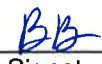

ITEM NO. 3: Description:  
Reason:  
Document Ref:  
Requested by:  
Change in Contract Sum:  
Time Extension:

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

## CONTRACT SUMMARY

The original contract amount was:	\$949,000.00 ✓
Previously approved change order amount(s):	\$0.00
The contract amount will be increased/decreased by this Change Order:	\$-73,934.14 ✓
The new contract amount including this change order will be:	\$875,065.86 ✓
The original contract completion date was:	08/05/2022
Previously approved Change Order for contract time:	0 days
The contract time will be increased by this Change Order:	0 days
The date of completion as a result of this Change Order is:	08/05/2022

## APPROVED BY:

Kelly Grant		05/16/2023
Contractor	Signature	Date
Kamal Israil		05/16/2023
DSA Inspector of Record (if applicable)	Signature	Date
Robert Lavey		05/16/2023
Architect / Engineer (if applicable)	Signature	Date
Robert Stewart		05/16/2023
Construction / Project Manager	Signature	Date
Authorized Department Head (if applicable)	Signature	Date
Director, Technology (if applicable)	Signature	Date
Samuel Sousa		5/17/23
CVUSD Project Manager	Signature	Date
Director, Maintenance & Operations (if applicable)	Signature	Date
Beverly Beemer		5/18/2023
Director, Planning (if applicable)	Signature	Date
Greg Stachura		
Owner (Authorized Agent)	Signature	Date

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 15, 2023

**TO:** Members, Board of Education

**FROM:** Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID NO. 19-20-32F, CHINO HS RECONSTRUCTION PHASE 2 (BP 22)**

=====

**BACKGROUND**

On June 18, 2020, the Board of Education awarded Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 22) to Kitcor Corporation. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Kitcor Corporation	(\$44,112.60)
	Bid Amount:	\$1,206,000.00
	Revised Total Project Amount:	\$1,161,887.40
	Retention Amount:	\$58,094.37

The change order results in a net decrease of \$44,112.60 to the construction cost and no days added to the contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on August 5, 2022.

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

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

Staff recommends the approval of the Change Order and Notice of Completion for this bid.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 22).

**FISCAL IMPACT**

(\$44,112.60) to Measure G Fund 21

NE:GJS



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

## CHANGE ORDER

Date: 01/09/2023 BID/ CUPCAA #: 19-20-32F ✓ Change Order #: 001 ✓  
Project Title: Chino High School Reconstruction Phase 2  
Owner: Chino Valley Unified School District DSA Application #: 04-117507 DSA File #: 36-H3  
Architect: PBK Contractor: Kitcor Corporation ✓ BP22  
P.O. 231046

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: \$-44,112.60  
Time Extension: None

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

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

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





## CONTRACT SUMMARY

The original contract amount was:	\$1,206,000.00 ✓
Previously approved change order amount(s):	\$0.00
The contract amount will be increased/decreased by this Change Order:	\$-44,112.60 ✓
The new contract amount including this change order will be:	\$1,161,887.40 ✓

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

### APPROVED BY:

Bob Kitchen		05/11/2023
Contractor	Signature	Date
Kamal Israil		05/12/2023
DSA Inspector of Record (if applicable)	Signature	Date
Robert Lavey		05/15/2023
Architect / Engineer (if applicable)	Signature	Date
Robert Stewart		05/11/2023
Construction / Project Manager	Signature	Date
Authorized Department Head (if applicable)	Signature	Date
Director, Technology (if applicable)	Signature	Date
Samuel Sousa		5/15/23
CVUSD Project Manager	Signature	Date
Director, Maintenance & Operations (if applicable)	Signature	Date
Beverly Beemer		5/18/2023
Director, Planning (if applicable)	Signature	Date
Greg Stachura		5/18/23
Owner (Authorized Agent)	Signature	Date

## CHINO VALLEY UNIFIED SCHOOL DISTRICT

### Our Motto:

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

**DATE:** June 15, 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: CHANGE ORDERS AND 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.

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 orders have been reviewed and recommended for approval by District staff.

CUPCCAA Project	Project Description	Contractor	Original Quotation	Change Order	Total	Funding Source	Completion Date
CC2023-58	Glenmeade ES MPR Sound System Upgrade	Ireland Sound Systems. Inc.	\$24,927.70	N/A	\$24,927.70	01	May 16, 2023
CC2023-67	Alternative Education Center HVAC Replacement	Air Tyme A/C & Heating Service, Inc.	\$23,870.00	\$1,105.00	\$24,975.00	01	May 8, 2023
21-22-191	Warehouse Refrigerator & Freezer Replacement Project	Wakeco, Inc.	\$248,000.00	\$20,068.84	\$268,068.84	01	April 14, 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 Change Orders and 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 Change Orders and Notice of Completion for CUPCCAA Projects.

### **FISCAL IMPACT**

\$317,971.54 to General Fund 01.

NE:GJS:ms





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

## CHANGE ORDER

Date: 5/8/2023 BID/ CUPCCAA #: CC2023-67 Change Order #: 01  
Project Title: Alternative Education Center - HVAC Replacement (MPR)  
Owner: Chino Valley Unified School District DSA Application #: NA DSA File #: NA  
Architect: NA Contractor: Air Tyme A/C & Heating Services

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: Relocate 8 inch flue pipe to new Reznor Heater.  
Reason: Existing flue pipe didn't align to the new unit being installed.  
Document Ref: CO-01  
Requested by: Chino Valley USD  
Change in Contract Sum: \$1,105.00  
Time Extension: 0 days

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

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

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

---

## CONTRACT SUMMARY

The original contract amount was:	\$23,870.00
Previously approved change order amount(s):	\$0
The contract amount will be <b>increased/decreased</b> by this Change Order:	\$1,105.00
The new contract amount including this change order will be:	\$24,975.00

The original contract completion date: \_\_\_\_\_

The contract time will be increased/decreased by days: \_\_\_\_\_

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

---

### APPROVED BY:

Raymond Macias	<i>Raymond Macias</i>	5/18/23
Contractor	Signature	Date
N/A		
DSA Inspector of Record (if applicable)	Signature	Date
N/A		
Architect / Engineer (if applicable)	Signature	Date
N/A		
Construction / Project Manager	Signature	Date
N/A		
Authorized Department Head (if applicable)	Signature	Date
N/A		
Director, Technology (if applicable)	Signature	Date
Alex Rivera	<i>[Signature]</i>	5-18-2023
CVUSD Project Manager	Signature	Date
Martin Silveira	<i>[Signature]</i>	5/18/23
Director, Maintenance & Operations (if applicable)	Signature	Date
N/A		
Director, Planning (if applicable)	Signature	Date
Greg Stachura	<i>[Signature]</i>	5/19/23
Owner (Authorized Agent)	Signature	Date



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

## CHANGE ORDER

Date: April 17, 2023 BID/ CUPCAA #: 21-22-19I Change Order #: 02  
Project Title: Warehouse Refrigerator & Freezer Replacement Project  
Owner: Chino Valley Unified School District DSA Application #: NA DSA File #: NA  
Architect: PBK Architects Contractor: WakeCo Inc

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

ITEM  
NO. 1: Description: Evaporator Pan Installation  
Reason: Evaporative pan needed for condensation at the request of Health Department  
Document Ref: PCO #002  
Requested by: Chino Valley USD  
Change in Contract Sum: \$13,106.66  
Time Extension: 0 days

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

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

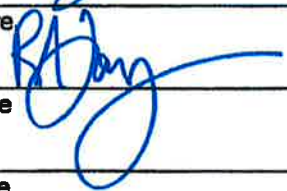

ITEM  
NO. 4: Description:  
Reason:  
Document Ref:  
Requested by:  
Change in Contract Sum:  
Time Extension:

## CONTRACT SUMMARY

The original contract amount was:	<u>\$248,000.00</u>
Previously approved change order amount(s):	<u>\$6,962.18</u>
The contract amount will be <b>INCREASED</b> /decreased by this Change Order:	<u>\$13,106.66</u>
The new contract amount including this change order will be:	<u>\$268,068.84</u>

The original contract completion date was:	<u>09/30/2022</u>
Previously approved Change Order for contract time:	<u>274 days</u>
The contract time will be increased by this Change Order:	<u>00 days</u>
The date of completion as a result of this Change Order is:	<u>6/30/2023</u>

### APPROVED BY:

<u>Gavin Wakefield</u> Contractor – WakeCo Inc	 Signature	<u>5.18.23</u> Date
<u>NA</u> DSA Inspector of Record (if applicable)	Signature	Date
<u>Bob Lavey, AIA, Managing Partner</u> Architect / Engineer (if applicable) – PBK Architect	 Signature	<u>4.20.23</u> Date
<u>NA</u> Construction / Project Manager	Signature	Date
<u>NA</u> Authorized Department Head (if applicable)	Signature	Date
<u>NA</u> Director, Technology (if applicable)	Signature	Date
<u>Alex Rivera</u> CVUSD Project Manager	 Signature	<u>5-18-2023</u> Date
<u>Martin Silveira</u> Director, Maintenance & Operations (if applicable)	 Signature	<u>5/19/23</u> Date
<u>Director, Planning (if applicable)</u>	Signature	Date
<u>Greg Stachura</u> Owner (Authorized Agent)	 Signature	<u>5/19/23</u> Date

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 15, 2023

**TO:** Members, Board of Education

**FROM:** Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: RESOLUTION 2022/2023-51, AUTHORIZING DISTRICT  
REPRESENTATIVES TO SIGN AND SUBMIT DOCUMENTS  
ADMINISTERED BY THE DEPARTMENT OF GENERAL SERVICES  
AND THE STATE ALLOCATION BOARD**

=====

**BACKGROUND**

California Education Code has established multiple programs that are administered by the Department of General Services (DGS) as staff to the State Allocation Board (SAB).

School districts that intend to file applications for eligibility determination, funding, and/or certify information under one or more SAB Administered Program(s) are required to submit a list of individuals to the DGS, that have been authorized and approved by the school district's 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 adopt Resolution 2022/2023-51, Authorizing District Representatives to Sign and Submit Documents Administered by the Department of General Services and the State Allocation Board.

**FISCAL IMPACT**

None.

NE:GJS

**Chino Valley Unified School District  
Resolution 2022/2023-51  
Authorizing District Representatives to Sign and Submit Documents  
Administered by the Department of General Services  
and the State Allocation Board**

**WHEREAS**, Education Code established multiple programs to be administered by the Department of General Services (DGS) as staff to the State Allocation Board (SAB); and

**WHEREAS**, Chino Valley Unified School District intends to file applications for eligibility determination, file applications for funding, and/or certify information under one or more SAB Administered Program(s); and

**WHEREAS**, the SAB and DGS requires a school district's Board of Education to authorize specific individuals to sign and submit information on behalf of a school district; and

**WHEREAS**, the Chino Valley Unified School District understands that the signing and submittal of forms on behalf of the school district commits the school district to comply with program requirements; and

**WHEREAS**, the Chino Valley Unified School District Board of Education still recognizes the individuals identified below who have previously been authorized to physically sign all documents and papers or submit documents via OPSC Online that are associated with SAB Administered Program(s), are still valid District Representatives:

Norm Enfield, Ed. D., Superintendent  
Sandra H. Chen, Associate Superintendent, Business  
Gregory Stachura, Assistant Superintendent, Facilities, Planning & Operations  
Beverly Beemer, Director of Planning

**NOW, THEREFORE, BE IT RESOLVED** that the Chino Valley Unified School District Board of Education authorizes the superintendent and his designees identified below to physically sign all documents and papers or submit documents via OPSC Online that are associated with SAB-Administered Program(s):

Norm Enfield, Ed. D., Superintendent  
Sandra H. Chen, Associate Superintendent, Business  
Gregory Stachura, Assistant Superintendent, Facilities, Planning & Operations  
Beverly Beemer, Director of Planning

Section 1. All of the recitals set forth above are true and correct.

Section 2. The Board hereby authorizes and directs the Superintendent or his designee to take all steps necessary to physically sign all documents and papers or submit documents via OPSC Online that are associated with SAB-Administered Program(s):

Section 3. This Resolution shall take effect immediately upon approval of the Board.

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District the 15<sup>th</sup> 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:

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

**DATE:** June 15, 2023

**TO:** Members, Board of Education

**FROM:** Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: RESOLUTIONS 2022/2023-52, 2022/2023-53, 2022/2023-54, 2022/2023-55, 2022/2023-58, AND 2022/2023-59, AUTHORIZATION TO UTILIZE PIGGYBACK CONTRACTS**

### **BACKGROUND**

Public Contract Code (PCC) 20111 requires school district governing boards to competitively bid and award any contracts involving an expenditure of more than \$109,300.00 to the lowest responsible bidder.

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

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

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

Resolution	Contract	Contractor(s)	Description	Term
2022/2023-52	California Multiple Award Schedule (CMAS) 3-22-06-1045	EHP Solutions	Information Technology Goods and Services	6/15/2023-6/30/2026
2022/2023-53	Ontario-Montclair School District RFP No. C-234-001	P&R Paper Supply Co. Individual Food Service, Inc. Pantelides Wholesale, Inc. Plastic Connections, Inc.	Paper Products	7/1/2023-6/30/2024



<b>Resolution</b>	<b>Contract</b>	<b>Contractor(s)</b>	<b>Description</b>	<b>Term</b>
2022/2023-54	Alta Loma School District RFP #2022-23-03-CN	Gold Star Foods, Inc. Sunrise Produce Co. Sysco Riverside, Inc.	Grocery Products and Related Items	7/1/2023-6/30/2024
2022/2023-55	Pomona Valley Co-Op Pomona Unified School District RFP No. 09(22-23)FN	Gold Star Foods, Inc.	Distribution of USDA Foods and Commercial Food Products	7/1/2023-6/30/2024
2022/2023-58	Hesperia Unified School District Bid #22-001	Silver Creek Industries, Inc.	DSA Approved Portables/Modular Buildings	11/1/2022-11/30/2023
2022/2023-59	Super Co-Op Lead Agency: Santa Clarita Valley School District RFP 1901	Gold Star Foods, Inc.	Distribution of Direct Delivery USDA Foods	7/1/2023-6/30/2024

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

### **RECOMMENDATION**

It is recommended the Board of Education adopt Resolutions 2022/2023-52, 2022/2023-53, 2022/2023-54, 2022/2023-55, 2022/2023-58, and 2022/2023-59, Authorization to Utilize Piggyback Contracts.

### **FISCAL IMPACT**

Unknown.

NE:GJS:kc

**Chino Valley Unified School District  
Resolution 2022/2023-52  
Authorization to Utilize the California Multiple Award Schedule (CMAS)  
3-23-01-1055 with EHP Solutions to Purchase Information Technology Goods  
and Services through the Piggyback Contract**

**WHEREAS**, the Board of Education (Board) of the Chino Valley Unified School District (District) has determined that a true and very real need exists to procure information technology goods and services for the District; and

**WHEREAS**, CMAS currently has a piggyback contract, 3-23-01-1055, in accordance with Public Contract Code 20118 with EHP Solutions, that contains the materials, supplies, equipment and/or other personal property the District currently requires; and

**WHEREAS**, the board of education of a school district, without advertising for bids if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order of any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases from a vendor; and

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

**WHEREAS**, the Board has determined that it is in the best interest of the District to authorize the purchase of information technology goods and services through the piggyback contract procured by the CMAS 3-23-01-1055.

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

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

Section 2. Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of information technology goods and services through the piggyback contract originally procured by the CMAS 3-23-01-1055 is in the best interest of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of information technology goods and services in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the CMAS 3-23-01-1055.

Section 4. Other Actions. The Superintendent or his designee are each hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the purchase, sale, and lease, and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, and that any and all such prior actions

by the District's Superintendent, or his designee, are hereby ratified by the Board.

Section 5. Effective Date. This resolution shall be effective as of June 15, 2023, for the term ending December 31, 2025.

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 15th 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  
Resolution 2022/2023-53  
Authorization to Utilize the Ontario-Montclair School District  
RFP No. C-234-001 for Paper Products with  
P&R Paper Supply Co., Individual Food Service, Inc.  
Pantelides Wholesale, Inc., and Plastic Connections, Inc.**

**WHEREAS**, the Board of Education (Board) of the Chino Valley Unified School District (District) has determined that a true and very real need exists to purchase paper products for the District; and

**WHEREAS**, the Ontario-Montclair School District has a piggyback contract, RFP No. C-234-001, in accordance with Public Contract Code 20118, with P&R Paper Supply Co., Individual Food Service, Inc., Pantelides Wholesale, Inc., and Plastic Connections, Inc., that contains the materials, supplies, equipment and/or other personal property the District currently requires; and

**WHEREAS**, the board of education of a school district, without advertising for bids if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order of any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases from a vendor; and

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

**WHEREAS**, the Board has determined that it is in the best interest of the District to authorize the purchase of paper products through the piggyback contract procured by RFP No. C-234-001.

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

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

Section 2. Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of paper products through the piggyback contract originally procured by the Ontario-Montclair School District RFP No. C-234-001 is in the best interest of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of paper products in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Ontario-Montclair School District RFP No. C-234-001.

Section 4. Other Actions. The Superintendent or his designee are each hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the purchase, sale, and lease, and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, and that any and all such prior actions by the District's Superintendent, or his designee, are hereby ratified by the Board.

Section 5. Effective Date. This resolution shall be effective as of July 1, 2023, for the term ending June 30, 2024.

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 15th 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.

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

**Chino Valley Unified School District  
Resolution 2022/2023-54  
Authorization to Utilize the Alta Loma School District  
RFP #2022-23-03-CN for Grocery Products and Related Items with  
Gold Star Foods, Inc., Sunrise Produce Co., and Sysco Riverside, Inc.**

**WHEREAS**, the Board of Education (Board) of the Chino Valley Unified School District (District) has determined that a true and very real need exists to purchase grocery products and related items for the District; and

**WHEREAS**, the Alta Loma School District has a piggyback contract, RFP #2022-23-03-CN, in accordance with Public Contract Code 20118, for Grocery Products and Related Items with Gold Star Foods, Inc., Sunrise Produce Co., and Sysco Riverside, Inc., that contains the materials, supplies, equipment and/or other personal property the District currently requires; and

**WHEREAS**, the board of education of a school district, without advertising for bids if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order of any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases from a vendor; and

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

**WHEREAS**, the Board has determined that it is in the best interest of the District to authorize the purchase of grocery products and related items through the piggyback contract procured by the Alta Loma School District RFP #2022-23-03-CN.

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

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

Section 2. Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of grocery products and related items through the piggyback contract originally procured by the Alta Loma School District RFP #2022-23-03-CN is in the best interest of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of grocery products and related items in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Alta Loma School District RFP #2022-23-03-CN.

Section 4. Other Actions. The Superintendent or his designee are each hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the purchase, sale, and lease, and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, and that any and all such prior actions by the District's Superintendent, or his designee, are hereby ratified by the Board.

Section 5. Effective Date. This resolution shall be effective as of July 1, 2023, for the term ending June 30, 2024.

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 15th 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.

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

**Chino Valley Unified School District  
Resolution 2022/2023-55  
Authorization to Utilize the Pomona Valley Co-Op:  
Pomona Unified School District RFP No. 09(22-23)FN  
for Distribution of USDA Foods and Commercial Food Products  
with Gold Star Foods, Inc.**

**WHEREAS**, the Board of Education (Board) of the Chino Valley Unified School District (District) has determined that a true and very real need exists for the Distribution of USDA Foods and Commercial Food Products and related items for the District; and

**WHEREAS**, the Pomona Valley Co-Op: Pomona Unified School District has a piggyback contract, RFP No. 09(22-23)FN, in accordance with Public Contract Code 20118, for the Distribution of USDA Foods and Commercial Food Products with Gold Star Foods, Inc., that contains the materials, supplies, equipment and/or other personal property the District currently requires; and

**WHEREAS**, the board of education of a school district, without advertising for bids if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order of any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases from a vendor; and

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

**WHEREAS**, the Board has determined that it is in the best interest of the District to authorize the Distribution of USDA Foods and Commercial Food Products and related items through the piggyback contract procured by the Pomona Valley Co-Op: Pomona Unified School District RFP No. 09(22-23)FN.

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

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

Section 2. Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the Distribution of USDA Foods and Commercial Food Products and related items through the piggyback contract originally procured by the Pomona Valley Co-Op: Pomona Unified School District RFP No. 09(22-23)FN is in the best interest of the District because there is volume pricing that can be used to reduce the District's overall price.



Section 3. Authorization. The Board hereby authorizes the Distribution of USDA Foods and Commercial Food Products and related items in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Pomona Valley Co-Op: Pomona Unified School District RFP No. 09(22-23)FN.

Section 4. Other Actions. The Superintendent or his designee are each hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the purchase, sale, and lease, and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, and that any and all such prior actions by the District's Superintendent, or his designee, are hereby ratified by the Board.

Section 5. Effective Date. This resolution shall be effective as of July 1, 2023, for the term ending June 30, 2024.

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 15th 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.

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

**Chino Valley Unified School District  
Resolution 2022/2023-58  
Authorization to Utilize the Hesperia Unified School District Bid #22-001  
for the Purchase of DSA Approved Portables/Modular Buildings  
from Silver Creek Industries, Inc.**

**WHEREAS**, the Board of Education (Board) of the Chino Valley Unified School District (District) has determined that a true and very real need exists for the Purchase of DSA Approved Portables/Modular Buildings and related items for the District; and

**WHEREAS**, the Hesperia Unified School District has a piggyback contract, Bid #22-001, in accordance with Public Contract Code 20118, for the Purchase of DSA Approved Portables/Modular Buildings with Silver Creek Industries, Inc. that contains the materials, supplies, equipment and/or other personal property the District currently requires; and

**WHEREAS**, the board of education of a school district, without advertising for bids if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order of any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases from a vendor; and

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

**WHEREAS**, the Board has determined that it is in the best interest of the District to authorize the Purchase of DSA Approved Portables/Modular Buildings and related items through the piggyback contract procured by the Hesperia Unified School District Bid #22-001.

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

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

Section 2. Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the Purchase of DSA Approved Portables/Modular Buildings and related items through the piggyback contract originally procured by the Hesperia Unified School District Bid #22-001 is in the best interest of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the Purchase of DSA Approved Portables/Modular Buildings and related items in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Hesperia Unified School District Bid #22-001.

Section 4. Other Actions. The Superintendent or his designee are each hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the purchase, sale, and lease, and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, and that any and all such prior actions by the District's Superintendent, or his designee, are hereby ratified by the Board.

Section 5. Effective Date. This resolution shall be effective as of November 1, 2022, for the term ending November 30, 2023.

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 15th 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.

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

**Chino Valley Unified School District  
Resolution 2022/2023-59  
Authorization to Utilize the Super Co-Op Lead Agency:  
Santa Clarita Valley School District RFP No. 1901  
for Distribution of Direct Delivery USDA Foods  
with Gold Star Foods, Inc.**

**WHEREAS**, the Board of Education (Board) of the Chino Valley Unified School District (District) has determined that a true and very real need exists for the Distribution of Direct Delivery of USDA Foods and related items for the District; and

**WHEREAS**, the Super Co-Op Lead Agency: Santa Clarita Valley School District has a piggyback contract, RFP No. 1901, in accordance with Public Contract Code 20118, for the Distribution of Direct Delivery of USDA Foods with Gold Star Foods, Inc., that contains the materials, supplies, equipment and/or other personal property the District currently requires; and

**WHEREAS**, the board of education of a school district, without advertising for bids if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order of any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases from a vendor; and

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

**WHEREAS**, the Board has determined that it is in the best interest of the District to authorize the Distribution of Direct Delivery of USDA Foods and related items through the piggyback contract procured by the Super Co-Op Lead Agency: Santa Clarita Valley School District RFP No. 1901.

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

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

Section 2. Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the Distribution of Direct Delivery of USDA Foods and related items through the piggyback contract originally procured by the Super Co-Op Lead Agency: Santa Clarita Valley School District RFP No. 1901 is in the best interest of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the Distribution of Direct Delivery of USDA Foods and related items in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Super Co-Op Lead Agency: Santa Clarita Valley School District RFP No. 1901.

Section 4. Other Actions. The Superintendent or his designee are each hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the purchase, sale, and lease, and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, and that any and all such prior actions by the District's Superintendent, or his designee, are hereby ratified by the Board.

Section 5. Effective Date. This resolution shall be effective as of July 1, 2023, for the term ending June 30, 2024.

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 15th 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:**

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

**DATE:** June 15, 2023

**TO:** Members, Board of Education

**FROM:** Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: ADJUSTMENT TO FACILITIES USE PERSONNEL SERVICES  
RATES**

=====

**BACKGROUND**

On July 18, 2019, the Board of Education approved an increase to the current facility use fee schedule and personnel services rates for the use of District facilities. Since that date, there have been salary and benefits increases for District staff that should be reflected in the rates charged to user groups of District facilities when staff is required to work those events. The table below indicates the current rates and the proposed rates.

Personnel	Current Hourly Rate	Proposed Hourly Rate
Custodial	\$40.00	\$48.00
Maintenance/Grounds	\$47.00	\$56.00
Electronics Technician	\$61.00	\$73.00
Food Service Worker (3-hour minimum)	\$32.00	\$38.00
Security	\$40.00	\$48.00
Maintenance & Operations Supervisors	\$50.00	\$60.00

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Adjustment to Facilities Use Personnel Services Rates.

**FISCAL IMPACT**

None.

NE:GJS

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 15, 2023

**TO:** Members, Board of Education

**FROM:** Norm Enfield, Ed.D., Superintendent

**PREPARED BY:** Gregory J. Stachura, Asst. Supt., Facilities, Planning & Operations  
Martin Silveira, Director, Maintenance and Operations

**SUBJECT: APPROVAL OF PHASE 3 ENERGY SERVICES CONTRACT WITH  
PACIFICWEST ENERGY SOLUTIONS FOR IMPROVED AIR  
QUALITY MEASURES AND DETERMINATIONS PER RFP NO. 22-22-  
05, HVAC ASSESSMENTS AND MAINTENANCE SERVICES IN  
ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE 4217**

=====

**BACKGROUND**

On December 16, 2021, the Board of Education awarded RFP No. 22-22-05, HVAC Assessments and Maintenance Services to PacificWest Energy Solutions, Inc. On July 21, 2022, the Board of Education approved the Phase 1 energy services contract with PacificWest Energy Solutions in the amount of \$1,364,000.00.

PacificWest applied and was approved for, round two CalShape grant funding in the amount of \$3,642,000.00, and on October 6, 2022, the Board approved Resolution 2022/2023-14, thereby accepting the awarded grant amount. These CalShape grant funds were used for improved air quality measures which consist of HVAC unit assessments, limited HVAC service and replacement, classroom CO2 monitoring, and MERV 13 air filter replacement.

On October 20, 2022, the Board awarded the Phase 2 energy services contract to PacificWest Energy Solutions to implement the second round of air quality improvement and energy efficiency measures. Like the Phase 1 measures, the Phase 2 measures were used to address the replacement of HVAC units that have exceeded their useful life, improved ventilation and air filtration, reduced the risk of equipment failures, reduced repair costs, and increased energy savings.

The next step in the process is to award the Phase 3 energy services contract to PacificWest Energy Solutions to implement the third round of air quality improvement and energy efficiency measures. The Phase 3 measures will replace existing standalone

thermostats with a networked Carrier i-Vu Building Automation System. Existing Carrier i-Vu room sensors without CO2 sensors will be replaced with room sensors that have integrated CO2 sensors in classrooms and other student assembly areas. This is required for CalSHAPE Ventilation program compliance. With this new system in place, District staff will be able to remotely monitor, schedule and optimize HVAC systems via a web interface. The proposed control system improvements will result in improved operational efficiency, prolong the life of installed equipment, and reduce ongoing maintenance costs, and increase energy savings.

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

### **RECOMMENDATION**

It is recommended the Board of Education approve the Phase 3 Energy Services Contract with PacificWest Energy Solutions for Improved Air Quality Measures and Determinations per RFP No. 22-22-05, HVAC Assessments and Maintenance Services in Accordance with California Government Code 4217.

### **FISCAL IMPACT**

\$4,621,153.00 to AB-841/CalShape, ESSER II and ESSER III

NE:GJS:ms





## ENERGY SERVICES AGREEMENT

This Energy Services Agreement (this "Agreement") is made effective as of June 15, 2023 ("Effective Agreement Date"), by and between PacificWest Energy Solutions, Inc. ("PACIFICWEST") and the party identified below as "CLIENT".

CLIENT	PACIFICWEST
Chino Valley Unified School District 5130 Riverside Drive Chino, CA 91710	PacificWest Energy Solutions, Inc. 9250 Reseda Boulevard #500 Northridge, CA 91324

In this Agreement, the party who is contracting to receive the equipment and services will be referred to as "CLIENT," and the party who will be providing the equipment and services will be referred to as "PACIFICWEST", each of whom may be referred to as "Party" and collectively as "Parties."

This Agreement shall consist of the following documents ("Agreement Documents") which are acknowledged by CLIENT and PACIFICWEST and incorporated herein by this reference:

### ARTICLES

1. Description of Work
2. Payment for Work
3. Confidentiality
4. Remedies
5. Term & Acceptance
6. Work Product Ownership
7. Warranty
8. Hazardous Materials
9. Changes and Delays
10. Insurance & Allocation of Risk
11. Indemnification
12. Entire Agreement
13. Severability
14. Amendment
15. Governing Law
16. Notice
17. Assignment
18. Disputes
19. Miscellaneous Provisions

### ATTACHMENTS

- Exhibit A Scope of Work
- Exhibit B Payment Schedule
- Exhibit C Project Delivery Schedule



## 1. DESCRIPTION OF WORK

Beginning on the Effective Agreement Date, CLIENT hereby engages PACIFICWEST, and PACIFICWEST hereby accepts such engagement, to perform and provide to CLIENT the following equipment and services (collectively, the "Work"):

(a) Scope of Work. PACIFICWEST will perform and provide CLIENT with the Work identified in Exhibit A "Scope of Work" within this Agreement, except as indicated in the Scope of Work Exclusions. References here in to "Equipment" shall be defined as set forth in Exhibit A.

(b) Independent Contractor. PACIFICWEST will perform the Work as an independent contractor with exclusive control of the manner and means of performing the Work in accordance with the requirements of this Agreement. Except as otherwise agreed by CLIENT, PACIFICWEST has no authority to act or make any agreements or representations on behalf of CLIENT. This Agreement is not intended, and shall not be construed to create, between CLIENT and PACIFICWEST, the relationship of principal and agent, joint-venturers, co-partners, or any other such relationship, the existence of which is hereby expressly denied. No employee or agent of PACIFICWEST shall be, or shall be deemed to be, an employee or agent of CLIENT.

(c) Subcontractors. PACIFICWEST may subcontract the Work to be carried out under this Agreement to one or more subcontractors or vendors. PACIFICWEST shall be liable to the CLIENT for any Work carried out by the subcontractors or vendors as if such Work were carried out by the Contractor itself and such subcontracting shall not eliminate or reduce the Contractor's obligations and responsibilities under this Agreement. PACIFICWEST shall not have any responsibility, duty or authority to direct, supervise or oversee any contractor of CLIENT or their services or to provide the means, methods or sequence of their services or to stop their services. PACIFICWEST's Work and/or presence at CLIENT's site shall not relieve others of their responsibility to CLIENT or to others.

## 2. PAYMENT FOR WORK

(a) Agreement Sum. In exchange for the Work, CLIENT shall pay PACIFICWEST the Agreement Sum in the amounts and in accordance with Exhibit B of this Agreement.

(b) Invoicing. Unless otherwise set forth in Exhibit B, PACIFICWEST shall invoice CLIENT on a monthly or other progress-billing basis. Invoices are due and payable upon receipt by CLIENT. If CLIENT disagrees with any portion of an invoice, it shall notify PACIFICWEST in writing of the amount in dispute and the reason for its disagreement within 15 days of receipt of the invoice, and shall pay the portion not in dispute. Except for the foregoing, CLIENT shall make all payments without setoff or counterclaim.

(c) PACIFICWEST Suspension. PACIFICWEST may suspend or terminate the Work at any time if payment is not received when due and shall be entitled to compensation for the Work previously performed and for costs incurred in connection with the suspension or termination. In the event of a suspension under this Section 2(c), PACIFICWEST shall be entitled to: (i) a day for day extension to the Project Schedule, set forth in Exhibit C, equal to the number of days of the suspension; and (ii) any additional actual and documented costs (e.g., standby costs, costs of demobilization or re-mobilization) reasonably incurred by PACIFICWEST directly attributable to the suspension. In the event of a suspension under this Section 2(c), PACIFICWEST shall



promptly reinstate Work upon the CLIENT's and PACIFICWEST's agreement for a Change Order setting forth any Changes required, including changes in the Agreement Sum, resulting from such suspension.

(d) CLIENT Suspension. CLIENT may suspend the Work, at its discretion, by giving PACIFICWEST two (2) business days prior written notice. If the Work is suspended under this Section 2(d) and such suspension is not due to the act or omission of PACIFICWEST or its subcontractors, PACIFICWEST shall be entitled to (a) a day for day extension to the Project Schedule, set forth in Exhibit C, equal to the number of days of the suspension, and (b) the reimbursement of any additional actual and documented costs and expenses, if any, reasonably incurred by PACIFICWEST in protecting, securing or insuring the Work. If the Work is suspended under this Section 2(d) for a reason other than due to the act or omission of PACIFICWEST or any of its subcontractors for more than ninety (90) consecutive days, either Party may terminate this Agreement without liability of either Party as a result of such termination, provided, however, that PACIFICWEST shall be entitled to compensation for the Work previously performed and for costs incurred in connection with the suspension or termination.

(e) Late Fees. On amounts not paid within 30 days of invoice date, CLIENT shall pay interest from invoice date until payment is received at the lesser of 1.5% per month or the maximum rate allowed by law. If CLIENT does not pay a portion of an invoice because of an invoice disagreement as contemplated by Section 2(b) above, and it is subsequently determined or agreed that any portion of the amount withheld was improper, then interest shall also apply with respect to such portion as provided in the preceding sentence. CLIENT shall reimburse PACIFICWEST for PACIFICWEST's costs and expenses (including attorneys' and witnesses' fees) incurred for collection under this Agreement.

(f) Taxes and Fees. Except to the extent expressly agreed in writing, PACIFICWEST's fees do not include any taxes, excises, fees, duties or other government charges related to the Work, and CLIENT shall pay such amounts or reimburse PACIFICWEST for any amounts it pays. If CLIENT claims that Work is subject to a tax exemption or direct payment permit, it shall provide PACIFICWEST with a valid exemption certificate or permit and indemnify, defend and hold PACIFICWEST harmless from any taxes, costs, and penalties arising out of the use or acceptance of same.

### **3. CONFIDENTIALITY**

PACIFICWEST shall, and shall use reasonable efforts to cause its employees, agents, or representatives to, not at any time or in any manner, either directly or indirectly, use for the personal benefit of PACIFICWEST, or divulge, disclose, or communicate in any manner, any information that is proprietary to CLIENT. PACIFICWEST shall, and shall use reasonable efforts to cause its employees, agents, and representatives to, protect such information and treat it as strictly confidential. This provision will continue to be effective for a period of two years after the termination or expiration of this Agreement. PACIFICWEST agrees not to disclose such confidential and proprietary information to any person (other than to its employees, agents and representatives on a "need to know" basis) without CLIENT's express written consent.

Likewise, CLIENT shall, and shall use reasonable efforts to cause its employees, agents, or representatives to, not use or disclose any confidential and proprietary information of PACIFICWEST without PACIFICWEST's prior written consent. CLIENT agrees the technical and



pricing information contained in this Agreement is confidential and proprietary to PACIFICWEST as well as, without limitation, any (a) trade secret, know-how, idea, invention, process, technique, algorithm, program (whether in source code or object code form), hardware, device, design, schematic, drawing, formula, data, plan, strategy, client and customer lists or forecasts of PACIFICWEST and (b) technical, engineering, manufacturing, product, marketing, servicing, financial, personnel and other such information or materials of PACIFICWEST.

Upon termination or expiration of this Agreement, each party will, at the other party's sole election and written request, return to such other party or destroy, all confidential or proprietary information of the other party and all records, notes, documentation and other items that were used, created, or controlled by such during the term of this Agreement.

#### **4. REMEDIES**

(a) Termination Events. In addition to any and all other rights a party may have available according to law, and without prejudice to any further rights and remedies provided under this Agreement or under Applicable Law, either Party may terminate this Agreement in its sole discretion upon the occurrence of the following:

1. if a Party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the non-defaulting Party may provide written notice of such default to the defaulting Party. This notice shall describe in reasonable detail the nature of the default. The defaulting Party receiving such notice shall have 10 business days from the effective date of such notice to cure the default(s). Unless waived by the non-defaulting Party providing notice, if the defaulting Party fails to cure the default(s) within such time period, the non-defaulting Party may elect in its sole discretion to terminate this Agreement.
2. any bankruptcy, insolvency, readjustment, composition, liquidation or similar proceeding with respect to the defaulting Party.

In addition to the right of a non-defaulting Party to terminate this Agreement in accordance with this Section 4, the non-defaulting Party shall have the right to recover from the defaulting Party all damages recoverable under law or at equity.

#### **5. TERM AND ACCEPTANCE**

(a) Substantial Completion. When PACIFICWEST considers the Work, or any portion thereof, to have achieved Substantial Completion in accordance with this Agreement, PACIFICWEST shall issue to CLIENT a signed Substantial Completion Certificate, together with a punchlist prepared by PACIFICWEST for Client, which punchlist shall identify the items of remaining Work to be completed prior to Final Completion. "Substantial Completion" shall mean, and shall be deemed to have occurred for all purposes of this Agreement, upon the satisfaction of the following conditions:

1. the Work, or any identifiable portion thereof, is sufficiently complete, in accordance with the provisions of this Agreement relating to the Scope of Work, such that CLIENT will be able to realize from such Work substantially all of the practical



benefits intended to be gained there from, or otherwise to employ the Work for their intended purposes; or

2. temporary, qualified or final certificates of occupancy, if required, have been issued with respect to such portions of the Work by the appropriate public authority.

If the described portion of the Work as performed is Substantially Complete as defined above, CLIENT will accept that portion of the Work by signing the Certificate of Substantial Completion and returning it to PACIFICWEST. If the Work is not Substantially Complete, then CLIENT shall notify PACIFICWEST within five (5) business days of any discrepancies. PACIFICWEST shall correct the Work to conform to the Scope of Work set forth herein and resubmit the Certificate of Substantial Completion to the CLIENT if PACIFICWEST agrees with the notice of discrepancies. If PACIFICWEST disagrees with the notice, PACIFICWEST shall notify CLIENT of its disagreement. If CLIENT does not deliver written notice of discrepancies to PACIFICWEST within five (5) business days of receiving the Certificate of Substantial Completion, CLIENT will be deemed to have agreed to, signed and returned the Certificate of Substantial Completion.

Any disputes concerning the Substantial Completion of the Work will be resolved by in accordance with Section 17. The parties may mutually elect to waive this Section 5(a) and proceed directly to Section 5(b), Final Completion.

(b) Final Completion. When PACIFICWEST considers the Work, or any portion thereof to have achieved Final Completion in accordance with this Agreement, PACIFICWEST shall issue to CLIENT a signed Final Completion Certificate. "Final Completion" shall mean, and shall be deemed to have occurred for all purposes of this Agreement, upon the satisfaction of the following conditions:

1. Substantial Completion as to the Work, or any identifiable portion thereof, has occurred in accordance with this Agreement; and
2. All punchlist items have been completed.

If the described portion of the Work as performed is Finally Complete as defined above, CLIENT will accept that portion of the Work by signing the Certificate of Final Completion and returning it to PACIFICWEST. If the Work is not Finally Complete, then CLIENT shall notify PACIFICWEST within five (5) business days of any discrepancies. PACIFICWEST shall correct the Work to conform to the Scope of Work set forth herein and resubmit the Certificate of Final Completion to the CLIENT if PACIFICWEST agrees with the notice of discrepancies. If PACIFICWEST disagrees with the notice, PACIFICWEST shall notify CLIENT of its disagreement and such disagreement shall be resolved under the terms of this Agreement. If CLIENT does not deliver written notice to PACIFICWEST within five (5) business days of receiving the Certificate of Final Completion, CLIENT will be deemed to have agreed to, signed and returned the Certificate of Final Completion. Any disputes concerning the Final Completion of the Work will be resolved by in accordance with Section 17.

## **6. WORK PRODUCT OWNERSHIP**

(a) Risk of Loss; Care, Custody, and Control. Risk of loss of materials and Equipment furnished by PACIFICWEST shall pass to CLIENT upon their delivery to the Site, and CLIENT



shall be responsible for protecting and insuring them against theft and damage. However, until PACIFICWEST is paid in full, PACIFICWEST shall retain title for security purposes only and the right to repossess the materials and Equipment.

(b) Title. Title to the Work or any portion of the Work or Equipment shall transfer automatically to the Client upon (i) the CLIENT'S payment in full of the Agreement Sum for such Work; and (ii) execution by the CLIENT of the Certificate of Final Completion. Upon request, PACIFICWEST will execute all documents necessary to confirm the ownership of the CLIENT to the Work.

(c) Risk. The parties acknowledge that the price for which PACIFICWEST has agreed to perform the Work and obligations under this Agreement was calculated based upon the foregoing allocations of risk, and that each party has expressly relied on, and would not have entered into this Agreement but for, such allocations of risk.

## **7. WARRANTY**

PACIFICWEST warrants that, unless otherwise agreed, all materials and Equipment furnished will be of good quality and new and that the Work will be free from defects. PACIFICWEST warrants that the Work shall be free from defects in material and workmanship arising from normal usage for a period of (1) one year from each system's Certificate of Substantial Completion date and/or the Final Certificate of Completion date, whichever is earlier. During the warranty period, upon written notice from CLIENT, PACIFICWEST shall, at its option, repair or replace the defective Work. These warranties do not extend to any Work that have been repaired by others, abused, altered, misused, or that has not been properly and reasonably maintained. These warranties are in lieu of all other warranties, express or implied, including but not limited to those of merchantability and fitness for a specific purpose. Any and all manufacturers' extended product warranties will be passed along to CLIENT, and will be detailed in the operation and maintenance manuals for such Equipment.

## **8. HAZARDOUS MATERIALS**

Unless specifically noted in writing, the Work provided by PACIFICWEST expressly exclude any Work of any nature associated or connected with the identification, abatement, use, transportation, cleanup, control, storage, removal, containment, clearance testing or disposal of hazardous materials or substances, including but not limited to asbestos, pollutants, hazardous wastes, hazardous materials, or PCBs, in or on the CLIENT site. CLIENT shall promptly notify PACIFICWEST in writing of all known or suspected Hazardous Materials at CLIENT site, of any contamination of CLIENT site by oil or hazardous material, and of any other conditions requiring special care or which may reasonably be expected to affect the Work. CLIENT shall provide PACIFICWEST with any available documents describing the quantity, nature, location, and extent of such materials, contamination, or conditions.

CLIENT shall indemnify, defend and hold PACIFICWEST harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any oil or hazardous materials on the CLIENT site or from CLIENT's breach of, or failure to perform its obligations under Section 7.

## **9. CHANGES AND DELAYS**





(a) CLIENT Requested Change Orders. CLIENT is entitled to require any variation in the Work (a "Change") at any time by submitting to PACIFICWEST a specific request for such variation (a "Change Order"). Promptly after receiving such a request for a Change, PACIFICWEST shall prepare and deliver to CLIENT a Change Order. The Change Order shall include:

1. the specific change in the Work to be carried out by PACIFICWEST;
2. any adjustment to the Agreement Sum due to the Change;
3. any adjustment to the Project Schedule due to the Change; and
4. any other impact on PACIFICWEST's ability to perform its obligations under this Agreement.

If CLIENT accepts a Change Order and each of the Parties signs the Change Order, the Change Order shall be binding upon the Parties. PACIFICWEST shall perform the Change pursuant to the approved Change Order.

(b) Compensation or Credit for Changes. To the extent that a Change pursuant to an approved Change Order results in increased costs to PACIFICWEST to perform the Work, PACIFICWEST shall be entitled to an adjustment to the Agreement Sum, determined based on then-prevailing rates, plus any related actual and documented incremental out-of-pocket costs reasonably incurred, without markup. To the extent a Change results in any credit due to CLIENT, CLIENT shall be entitled to reduce the Agreement Sum by such credited amount.

(c) PACIFICWEST Requested Change Orders. As the Work is performed, conditions may change or circumstances outside PACIFICWEST reasonable control (including changes of law) may develop which would require PACIFICWEST to expend additional costs, effort or time to complete the Work, in which case PACIFICWEST will notify CLIENT and an equitable adjustment will be made to the Project Schedule and Agreement Sum. In the event that conditions or circumstances require the Work to be suspended or terminated, PACIFICWEST shall be compensated for Work previously performed and for costs incurred in connection with the suspension or termination. PACIFICWEST shall be compensated for any extra work requested by CLIENT at its then-prevailing rates and shall be reimbursed for costs and expenses (plus reasonable profit and overhead) incurred in its performance of the Work. The Agreement Sum provides for, and is in consideration of, only the Work specifically included under the Scope of Work. All other work, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis:

1. Emergency work performed at CLIENT's request, if inspection does not reveal any deficiency covered by the Scope of Work;
2. Work performed at CLIENT's request at times other than during PACIFICWEST's normal working hours; and
3. Work performed on equipment or facilities not covered by the Scope of Work.

PACIFICWEST may, with CLIENT approval, substitute alternative parts, goods or equipment in the performance of the Work, provided that any such substitution shall be of an equal or better quality.

(d) Force Majeure. PACIFICWEST shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by CLIENT or its employees, agents or contractors, acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood,



water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, and shortage of vehicles, fuel, labor or materials (such events, "Force Majeure"). In the event of such Force Majeure, the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation shall be equitably adjusted to compensate for additional costs PACIFICWEST incurs due to such delay. If any such delay exceeds sixty (60) days, PACIFICWEST may terminate this Agreement upon three (3) days notice to CLIENT and CLIENT shall promptly pay PACIFICWEST for the allocable portion of the Work completed and for any costs and expenses of termination and for any loss or damage incurred with respect to materials, equipment, tools and machinery, including reasonable overhead and profit.

## **10. INSURANCE & ALLOCATION OF RISK**

(a) PACIFICWEST Insurance. PACIFICWEST shall maintain insurance with reputable carriers in amounts customary in the industry while performing the Work.

(b) CLIENT Insurance. CLIENT will maintain, at its own expense, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Agreement Sum, plus the value of Change Orders and subsequent modifications and cost of materials supplied or installed by others, on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in this Agreement or otherwise agreed in writing by PACIFICWEST, until final payment has been made to PACIFICWEST or no person or entity other than CLIENT has an insurable interest in the property, whichever is later. The policy form shall include without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and start-up, rebuilding and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for PACIFICWEST' Work and expenses required as result of such insured loss. If the insurance requires deductibles or retentions, the CLIENT shall pay costs not covered because of such deductibles or retentions. This insurance shall cover portions of the Work off the Site, and also portions of the Work in transit. Partial occupancy or use shall not commence unless the insurance company providing this insurance has consented to such partial occupancy or use by endorsement for otherwise. The CLIENT shall purchase and maintain boiler and machinery insurance which shall specifically cover such insured objects during installation and until Acceptance by the CLIENT.

The insurances required by this section shall include the interests of the CLIENT and PACIFICWEST in the Work. PACIFICWEST shall be included as an additional insured on each such insurance coverage. The CLIENT and PACIFICWEST waive all rights against each other for damages caused by fire or other causes of loss to the extent covered by the insurance required by this section and for any other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the CLIENT as fiduciary. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Insurance certificates shall be furnished upon request.

(c) Payment and Performance Bond. Prior to the commencement of construction, PACIFICWEST shall post a payment and performance bond for the benefit of CLIENT in the





amount of the Agreement Sum. The surety providing the payment and performance bonds shall not be responsible nor provide coverage for any guaranteed cost savings and extended warranties/Work beyond the one (1) year period from each system's Certificate of Substantial Completion date and/or the Final Certificate of Completion date, whichever is earlier. PACIFICWEST shall be solely responsible and provide coverage for these provisions pursuant to the terms of this Agreement.

## **11. INDEMNIFICATION**

(a) PACIFICWEST Indemnity. PACIFICWEST will indemnify CLIENT from and against losses, claims, expenses and damages (including reasonable attorney's fees) for personal injury or physical damage to property (collectively "Damages"). Such indemnification shall be solely to the extent the Damages are caused by or arise directly from PACIFICWEST or its employees, consultants' or agents' gross negligence or willful misconduct in connection with PACIFICWEST's performance of the Work. PACIFICWEST's obligations under this indemnity shall not extend to Damages arising out of or in any way attributable to the gross negligence or willful misconduct of CLIENT or its agents, contractors or employees (for which CLIENT shall be fully responsible and for which CLIENT will indemnify, defend and hold harmless PACIFICWEST). PACIFICWEST reserves the right to control the defense and settlement of any claim for which PACIFICWEST has an obligation to indemnify hereunder.

(b) CLIENT Indemnity. CLIENT will indemnify PACIFICWEST from and against losses, claims, expenses and Damages (including reasonable attorney's fees) for personal injury or physical damage to property. Such indemnification shall be solely to the extent the Damages are caused by or arise directly from CLIENT or its employees', consultants' or agents' gross negligence or willful misconduct in connection with CLIENT's performance of the Work. CLIENT's obligations under this indemnity shall not extend to Damages arising out of or in any way attributable to the gross negligence or willful misconduct of PACIFICWEST or its agents, contractors or employees (for which PACIFICWEST shall be fully responsible and for which PACIFICWEST will indemnify, defend and hold harmless CLIENT). CLIENT reserves the right to control the defense and settlement of any claim for which CLIENT has an obligation to indemnify hereunder.

(c) Limit of Liability. In no event shall CLIENT or PACIFICWEST be liable under this indemnity or otherwise under this Agreement for special, indirect, incidental, punitive, exemplary or consequential damages, including commercial loss, loss of use, or lost profits, however caused, even if PACIFICWEST or CLIENT have been advised of the possibility of such damages. In any event, PACIFICWEST's aggregate liability for any claims, losses, or expenses arising out of this Agreement, or out of any goods or Work furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity, or any other theory of liability, shall be limited to not greater than the total compensation received by PACIFICWEST from CLIENT under this Agreement.

## **12. ENTIRE AGREEMENT**

This Agreement constitutes the entire, complete, and exclusive agreement between the parties and supersedes all prior and contemporaneous negotiations, statements, representations, agreements, letters of intent, awards, or proposals, either written or oral relative to the same. There are no other promises or conditions in any other agreement whether oral or written



concerning the subject matter of this Agreement.

### **13. SEVERABILITY**

If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

### **14. AMENDMENT**

This Agreement may be modified or amended only by a written instrument signed by both parties.

### **15. GOVERNING LAW**

This Agreement shall be construed in accordance with the laws of the State of California.

### **16. NOTICE**

Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

### **17. ASSIGNMENT**

Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, except that either party may assign this Agreement to its affiliates and PACIFICWEST may use subcontractors in the performance of the Work. Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than CLIENT and PACIFICWEST without the express written consent of both parties.

### **18. DISPUTES**

In the event of any dispute arising under this Agreement, within ten (10) days following receipt of written notice from either Party identifying such dispute, the Parties shall meet, negotiate and attempt, in good faith, to resolve the dispute quickly, informally and inexpensively. If the Parties are unable to resolve a dispute arising hereunder within ten (10) days of initiating such discussions, or within fifteen (15) days after notice of the dispute, either Party may seek any and all remedies available to it at law or in equity; provided however that if the dispute is of a technical nature, the Parties agree that before either Party may seek any and all remedies available to it at law or in equity, the dispute shall be referred to an independent engineering firm that has experience in the design and operation of projects similar to the project at issue and that is acceptable to both Parties for resolution and that if such engineering firm is unable to resolve the dispute within fifteen (15) days of such referral, either Party may seek any and all remedies available to it at law or in equity.



## 19. MISCELLANEOUS PROVISIONS

(a) Survival. This Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the Work and the termination of this Agreement.

(b) Amendment. PACIFICWEST performance of the Work is expressly conditioned on CLIENT's assenting to all of the terms of this Agreement, notwithstanding any different or additional terms contained in any writing at any time submitted or to be submitted to PACIFICWEST by CLIENT relating to the Work, even if signed by PACIFICWEST, unless PACIFICWEST signs a written statement expressly indicating that such terms supersede the terms of this Agreement

(c) Waiver. The waiver by a Party of any breach by the other Party of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach hereof. No waiver shall operate or be effective unless made in writing and executed by the Party to be bound thereby.

(d) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same instrument.

*[signatures on following page]*



**In Witness Whereof**, the undersigned have executed this Agreement as of the date set forth in the first paragraph above.

CLIENT:  
Chino Valley Unified School District

PACIFICWEST:  
PacificWest Energy Solutions, Inc.

By: \_\_\_\_\_  
Gregory Stachura  
Assistant Superintendent,  
Facilities, Planning, & Operations

By: \_\_\_\_\_  
Robert Cho  
President



## EXHIBIT A SCOPE OF WORK

### INDEX

Building Controls  
General Services  
Utility Rebates & Incentives  
Exclusions

### Building Controls

This measure will replace existing standalone thermostats with a networked Carrier i-Vu Building Automation System. Existing Carrier i-Vu room sensors without CO2 sensors will be replaced with room sensors that have integrated CO2 sensors in classrooms and other student assembly areas. This is required for CalSHAPE Ventilation program compliance. With this new system in place, District staff will be able to remotely monitor, schedule and optimize HVAC systems via a web interface. The proposed control system improvements will result in improved operational efficiency, prolong the life of installed equipment, and reduce ongoing maintenance costs. A summary of the building controls scope is found in the following table, and a detailed line by line is attached in exhibit C.

Facility	DDC Controller	ZSPlus Room Temperature, CO2, and Motion Sensor	ZSPlus Room Temperature and Motion Sensor	i-Vu XT Router
Butterfield Ranch Elementary	44	54	2	9
Cal Aero Preserve	82	80	9	8
Country Springs Elementary	42	43	6	9
Gerald Litel Elementary	36	41	4	6
Glenmeade Elementary	31	44	2	3
Hidden Trails Elementary	39	49	2	9
Howard Cattle Elementary	48	46	8	4
Don Lugo High	155	150	5	12
<b>Totals</b>	<b>477</b>	<b>507</b>	<b>38</b>	<b>60</b>

#### Detailed Scope of Work:

- ◆ Replace existing HVAC controls and thermostats with new networked Carrier iVu controllers and room thermostats, complete with web interface and graphics.
- ◆ Procure and install all sensors, relays, routers, NEMA enclosures, wiring, mounting hardware, and other appurtenances for a complete installation and startup of the Carrier i-Vu system.
- ◆ All equipment serving classrooms, libraries and other student assembly areas currently on the Carrier i-Vu system to have the room sensor removed and replaced with the ZS Plus Sensor with integrated CO2 sensor. The new ZS Plus Sensor shall be reconnected to the existing i-Vu controller.



- ◆ All equipment on i-Vu system to have duct temperature sensor installed in the duct, and current sensing relay installed on supply fan.
- ◆ All existing i-Vu routers shall be reused.
- ◆ At least one outside air temperature sensor to be installed per site.
- ◆ Setup and install the DDC Database for all system controllers onto the Carrier i-Vu user interface.
- ◆ Load graphic files onto the user interface and map control points
  - Creation of graphic display for package units and split systems
  - Graphical slider schedule times and holidays calendar
- ◆ Mount new and reposition existing i-Vu room sensors to meet ADA and CalSHAPE Ventilation program location and height requirements. Finished height shall not exceed 48" from the floor to the top of the operable Building Controls.
- ◆ Provide proper removal, disposal, recycling, and associated coordination of all equipment, materials, appurtenances, etc. to be removed, replaced, or decommissioned.
- ◆ Provide disposal and recycling documentation, upon request.
- ◆ Provide all required demolition, boring, coring, cutting, digging, and/or trenching to all areas associated with the Scope of Work.
- ◆ Repair and/or replace surrounding architectural finishes associated with the Scope of Work damaged and/or demolished during the performance of the Project. Repairs may include but are not limited to caulking, flashing, insulating, patching, painting, and/or sealing.
- ◆ Comply with all applicable current Client, local, state, and federal codes, regulations, and standards.
- ◆ Maintain equipment manufacturer required operational and performance specifications.
- ◆ Provide site supervision and coordination of installation activities.
- ◆ Provide commissioning documentation.
- ◆ Provide one (1) operations & maintenance manual with complete warranty information.
- ◆ Provide one (1) set of as-built building controls drawings.
- ◆ Conduct one (1) hour of onsite training for operations, maintenance requirements, and warranty process.

## **General Services**

PACIFICWEST will provide to CLIENT all necessary resources to provide a complete and comprehensive delivery for the Work within this Agreement.

The following Work will be provided by PACIFICWEST.

- ◆ All procurement, delivery, inspection, and storage of all Equipment, including materials, machinery, labor, transportation, supervision, administration and other services and items required in order to complete and deliver Work to CLIENT
- ◆ Engineering, Performance Assurance, Project Management & Oversight
- ◆ Regular CLIENT Updates & Progress Communication
- ◆ Start Up, Punchlist & Sign Off of Project Delivery
- ◆ Utility Rebate & Incentives Processing
- ◆ Standard Industry Insurance Coverage
- ◆ Warranty Assistance For Up To 1 Year



### **Utility Rebates & Incentives**

Any and all utility rebates or incentives that are a direct result of this project will remain with CLIENT, as PACIFICWEST has no claim on any such payments.

PACIFICWEST cannot guarantee exact amounts, nor does PACIFICWEST guarantee the availability of such utility rebate & incentive funds provided by the utility provider or other governmental authority.

PACIFICWEST will reasonably assist CLIENT in the utility rebate & incentive process by identifying available programs, obtaining necessary information and applications, and providing required documentation to facilitate the direct or express utility rebate and incentive transaction. All other requirements governed by the utility provider or governmental authority are the sole responsibility of CLIENT.

### **Exclusions**

The following items are excluded from the previous listed scope of work:

- ◆ Asbestos or other hazardous waste removal, abatement, and responsibility.
- ◆ Applicable building permit applications, additional engineering, and associated fees.
- ◆ Service work, repairs, and upgrades to existing equipment not specifically addressed within the scope of work.
- ◆ Any alteration or deviations from the above specifications involving extra cost of material or labor will be executed upon written orders for same and will become an extra charge over the sum mentioned in this Agreement.



## **EXHIBIT B PAYMENT SCHEDULE**

In exchange for the Work, CLIENT shall pay PACIFICWEST the Agreement Sum of \$4,621,153

PACIFICWEST will issue invoices to Client for payments due based on mutually agreed upon progress-billing.

Energy Services	Payment (\$)
Building Controls	\$4,621,153

## **EXHIBIT C PROJECT DELIVERY SCHEDULE**

Please refer to the attached Project Delivery Schedule. The Project Delivery Schedule completion date is based upon the Effective Agreement Date as listed.

Project Milestones	Due Date
Agreement Execution	6/15/2023
Project Kick-Off	6/29/2023
Delivery Start	8/1/2023
Substantial Completion	2/29/2024
Final Completion	3/31/2024



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** June 15, 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. 22-23-33I, AYALA HS GYMNASIUM SOUND SYSTEM REPLACEMENT - REBID**

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**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. 22-23-33I, Ayala HS Gymnasium Sound System Replacement – Rebid, was published in the Inland Valley Daily Bulletin on May 9, 2023, and May 16, 2023. Bids were submitted at 1:30 p.m. on June 6, 2023. The results are as follows:

Contractor	# of Bids Received	Bid Amount
Sunset Audio Visual	3	\$81,729.00

The basic scope of work for this project includes the installation of a new gymnasium sound system, speakers, microphones, wiring, etc.

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. 22-23-33I, Ayala HS Gymnasium Sound System Replacement - Rebid, to Sunset Audio Visual, Inc.

**FISCAL IMPACT**

\$81,729.00 to Measure G Building Fund 21.

NE:GJS:kc

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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Humility • Civility • Service

**DATE:** June 15, 2023  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** 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:ED:jw

**CERTIFICATED PERSONNEL**

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

BRENES, Isabel	Director	Human Resources	06/09/2023
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**CERTIFICATED PERSONNEL FOR THE 2022/2023 SCHOOL YEAR****RETIREMENT**

COOPER, Jill (27 years of service)	Elementary Teacher	Oak Ridge ES	06/01/2023
ELMASRY, Barbara (8 years of service)	Elementary Teacher	Rhodes ES	05/29/2023
MOORE, Barbara (4 years. of service)	Special Education Teacher	Chino HS	05/29/2023
HILD, Deborah (21 years of service)	RSP Floater	Special Education	06/30/2023

**RESIGNATION**

COLLINS, Nicolle	Elementary Teacher	Oak Ridge ES	06/07/2023
ALVIDREZ, Yolanda	Special Education Teacher	Walnut ES	06/30/2023
FAUCHER, April	Art Teacher	Townsend JHS	06/30/2023
NG, Vanessa	School Nurse	Health Services	05/26/2023

**APPOINTMENT - EXTRA DUTY**

KALAU, Brady (NBM)	Football (B)	Ayala HS	06/05/2023
MEJIA, Adonai (NBM)	Band (B)	Ayala HS	06/05/2023
CANFIELD, Paul (NBM)	Softball (B)	Chino HS	05/24/2023
MEJIA, Adonai (NBM)	Band (B)	Chino HS	06/05/2023
TUCAY, Tommy (NBM)	Football (B)	Chino Hills HS	06/02/2023
BUSTILLOS, Michael (NBM)	Football (B)	Don Lugo HS	05/31/2023
CASTRO, Wesley (NBM)	Football (B)	Don Lugo HS	05/30/2023
FIERRO, Daniel (NBM)	Football (B)	Don Lugo HS	05/31/2023
FIERRO, Nicolas (NBM)	Football (B)	Don Lugo HS	05/24/2023
GUTIERREZ, Frank (NBM)	Football (B)	Don Lugo HS	05/22/2023
LOPEZ, Gabriel (NBM)	Football (B)	Don Lugo HS	05/31/2023

**APPOINTMENT - EXTENDED LEARNING - SUMMER PROGRAM**

KHATIBLOO, Nikoo	Child Development Teacher	Child Development	06/08/2023
NGUYEN, Amanda	Child Development Teacher	Child Development	06/08/2023

**CERTIFICATED PERSONNEL** (cont.)

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE DATE</u></b>
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**CERTIFICATED MANAGEMENT PERSONNEL FOR THE 2023/2024 SCHOOL YEAR****CHANGE IN ASSIGNMENT**

NORMAN, Jasmine	FROM: Assistant Principal – HS TO: Assistant Principal - JHS	Chino HS Magnolia JHS	07/01/2023
NELSON, Robert	FROM: Principal – JHS TO: Assistant Principal-JHS	Townsend JHS Woodcrest JHS	07/01/2023
MADKIN, Kitt	FROM: Assistant Principal-JHS TO: Instructional Coach	Newman ES Elementary Curriculum	07/01/2023
BARTHOLIO, Craig	FROM: Coordinator TO: Program Specialist	Special Education Special Education	07/01/2023

**HIRED AT THE APPROPRIATE PLACEMENT ON THE CERTIFICATED SALARY SCHEDULE AND APPROPRIATE CREDENTIAL FOR THE 2023/2024 SCHOOL YEAR**

TROSPER, Cynthia	Elementary Teacher	Cal Aero K-8	07/03/2023
WAITE, Madison	Elementary Teacher	Cal Aero K-8	07/03/2023
VISTE, Shaddy	Biology Teacher	BST Academy at Chino HS	07/28/2023
BARRIOS, Maria	Speech Language Pathologist	Special Education	07/28/2023
FACCHINELLO, Natalie	Speech Language Pathologist	Special Education	07/28/2023
HAYGOOD, Nichole	Speech Language Pathologist	Special Education	07/28/2023
NELSON, Brianna	Speech Language Pathologist	Special Education	07/28/2023
PORTESI, Miranda	Speech Language Pathologist	Special Education	07/28/2023

**RETIREMENT**

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

SHIMAKURA-GREEN, Keiko	ESL Teacher	Adult School	08/10/2023
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**APPOINTMENT OF CERTIFICATED SUBSTITUTES EFFECTIVE JULY 1, 2023, THROUGH JUNE 30, 2024**

AGUILAR, Andrea	AGUILAR, Jasmine	AKABORI, Ling
ALAMILLA HERNANDEZ, Ellen	ALVAREZ, Sherry	ANDERSON, Joanne
ANDREWS, Erica	ANTUNA, Charles	APODACA, Daisy
ARAIZA, Solmyra	ARCHIBALD, David	AVALOS, Ariana
AVILA, Erica	AVILA, Jessica	AYALA, Laura

**CERTIFICATED PERSONNEL** (cont.)

**APPOINTMENT OF CERTIFICATED SUBSTITUTES EFFECTIVE JULY 1, 2023, THROUGH JUNE 30, 2024** (cont.)

AYERS, Melissa  
BAEZA, Veronica  
BARBOSA, Kaitlynn  
BECERRIL, Alberto  
BHAKTA, Hemali  
BLANK, Charles  
BONDOC, Charlotte  
BRENES, James  
BUNCH, Alyse  
CAMPOS, Maria  
CAREY- BARRON, Erin  
CARTHAN, Alyssa  
CASTILLO, Alejandra  
CENTENO, Rosalinda  
CHAM, Grace  
CHAN-BALATBAT, Caleb  
CHANGELA, Shreena  
CHI, Hsing  
COCKS, David  
CORRADI, Emily  
COX, Jeanie  
DAI, Zhiyan  
DAVIS, Brianna  
DELGADO MUNOZ, Kathia  
DILLINGHAM, Dawn  
DORSEY, Ashley  
EICHMANN, Julie  
ESPINOZA, Ignacio  
FOX, Kathryn  
GARCIA, Rebeca  
GLEESON, Megan  
GONZALEZ HERNANDEZ, Jasmin  
GONZALEZ, Olivia  
GORDON, Glen  
GOVEA, Rebecca  
GRIJALVA, Jonathan  
HAMZA, Jacqueline  
HARDING, Karen  
HAYES, Jacob  
HO, Beverly  
HOOTEN, Christopher  
HURD, Jacob  
INIGUEZ, Pablo  
JARMAN, Angela

BABUNDO, Christopher  
BAHL, Sunita  
BAYER, Jessica  
BEYER, Christian  
BLACK, Carrie  
BLITZ, Reva  
BONILLA, Laura  
BRUMBAUGH, Kara  
BUU, Christine  
CAMPOS, Michael  
CARRION MACIAS, Monica  
CASILLAS, Javier  
CAUBLE, Rosa  
CERVANTES, Michael  
CHAMBERLAIN, Kristi  
CHANEY, Robin  
CHAVEZ, Francisco  
CHINCHILLA, Jennifer  
COOK, Danylle  
COVARRUBIAS, Ashley  
CSABANE, Maria  
DALDE, Katrina  
DE BOERS, Diana  
DESOUKI, Suzanne  
DINNEWETH, Melanie  
DUFFIELD, Jennifer  
ELLIS, Shiloh  
FEHR, Leslie  
GALECKAS, Mariana  
GARDNER, Gayla  
GOMEZ, Kristin  
GONZALEZ, Jessica  
GONZALEZ, Valerie  
GORDON, Rebecca  
GRAHAM, Debra  
GUILAS, Joshua  
HARBAUGH, John  
HARGROVE, Stephanie  
HENRY, Linda  
HOLTkamp, Jennifer  
HOWARD, Carole  
HUYNH, Linh  
IRONS, Liz  
JOHN, Jacob

BAEZA, Katlyn  
BAO, Han  
BECERRA, Natalie  
BEYER, Micah  
BLANCO TABAREZ, Eder  
BLOCKER, Beverly  
BOONSTRA, Chloe  
BUENCONSEJO, Tina  
CALDERON, Derek  
CARCIDO, Anissa  
CARROLL JR, Richard  
CASILLAS, Leslie  
CAVALIER, Julie  
CHA, Michele  
CHAN, Olivia  
CHANG, Victoria  
CHAVEZ, Maria  
CHURCHILL, Julia  
CORNILS, Ruth  
COVARRUBIAS, Mayela  
CULLIMORE, Allissa  
DALY, Nanette  
DE VILLEZ, Susan  
DI TOMMASO, Danielle  
DOAN, Andrew  
DUPREY, Joy  
ERTURK, Aydin  
FLANAGAN, Karen  
GAMBOA, Jose  
GENTILE, Jennifer  
GOMEZ-LECARO, Maria Elena  
GONZALEZ, Matthew  
GOR, Anna  
GORMLEY, Brendan  
GREENWOOD, Joyce  
GUPTA, Parag  
HARBOUR, Sydney  
HARTE-PARKER, Denise  
HERNANDEZ, Hanna  
HONG, Ah  
HUNTER, Nichole  
IGNACIO, Keana  
JACOBO, Gilberto  
JOHNSON, Blake

**CERTIFICATED PERSONNEL** (cont.)

**APPOINTMENT OF CERTIFICATED SUBSTITUTES EFFECTIVE JULY 1, 2023, THROUGH JUNE 30, 2024** (cont.)

JOHNSON, Jeff	JOHSZ, Elizabeth	JOW, Richard
JUAREZ, Julia	JUN, Edward	JUN, Jung
KAHN, Lorraine	KLEPPE, Aspen	KNECHT, Jamie
KREUTZER, Jennifer	KUHN, Candace	LACHICA, Ezella
LARA, Dianna	LARAMIE-MORRIS, Kayla	LAURIN, Jennifer
LEE, Lauren	LEE, Susie	LEMOINE, Luisa
LEMOINE, Maurice	LEW, Jacqueline	LIZARDI, Jonathan
LOMASNEY, Michelle	LOERA, Jessica	LOPEZ, Destiny
LOPEZ, Rocio	LUSTRO, Sharon	MAAS, Jacquelyn
MABRIE, Leilani	MACKAY, Clinton	MACKESSY, Linda
MADRID, Hanna	MALOUF, Grant	MANURUNG, Wendy
MARQUEZ, Sabrina	MARSH, Charlotte	MARTINEZ HAMILTON, Michael
MARTINEZ, Divinity	MARTINEZ, Roselle	MATTHEWS, Michelle
MAURER, Rachel	MAYFIELD, Christopher	MCGRATH, Ana
MCLEOD, Danielle	MCVAY, Zackery	MEDINA, Marisol
MENDEZ, Diana	MENDEZ, Ismerai	MESERVE, Judith
MEZA, Valerie	MILLER, Lucinda	MILLSAP, Kayli
MILTON, Carey	MITCHELL, Susan	MONCAYO, Andrew
MONROE, Melanie	MOORE, Jessica	MORA, Joshua
MORALES, Elsa	MORAN, Cynthia	MORENO SANDOVAL, Denise
MORROW, Matthew	MORTIMER, Kristen	MUZAFFAR, Dania
NAPOLES, Marianne	NAVAR, Rebecca	NELSON, Alyson
NYGREN, Brooke	OFFINGA, Rachelle	OLGIN, Patricia
OLIVER, Veronica	OSORNIO, Cruz Fernando	OWENS, Jonathan
PARKER, Grant	PARRA, Maribel	PASCAL, Louis
PATTERSON, Julie	PEREZ ROSS, Cristo	PEREZ, Victoria
PETERSEN, David	PIRES, Betty	PITASSI, Rozanna
POLAND, Michael	PONNALURI, Sirisha	PRADO, Ah
PRESCOTT, Desiree	QUINN, Charlotte	RAMIREZ, Alexander
RAMIREZ, Alexis	RAMIREZ, Christina	RAMIREZ, Kaylee
RAMIREZ, Lidiana	RAMIREZ JR, Renan	RAMOS, Destiny
RANEY, Kristen	REHFELDT, Joshua	REUTER, Emily
REYOSO, Mayra	RICHARD, Teresa	RIGHETTI, Laurel
RIGO, Lisa	RODRIGUEZ, Alexander	RODRIGUEZ, Briana
RODRIGUEZ, Jenny	RODRIGUEZ, Juan	ROJAS, Edaid
ROSEREN, Vanessa	SAMAAN, Sandra	SALAZAR, Tabitha
SANCHEZ, Blanca	SANDS, Carmen	SCANE, Marjorie
SCHMIDT, Lydia	SCHROEDER, Lori	SEUNG, Samuel
SHEPHARD, Katelyn	SHIGENAGA, Dana	SIFUENTES, Gilbert
SILVA, Joshua	SILVA, Sheyla	SIMS, Melvin
SMITH, Eugene	SMOLENSKI, Amy	SNIDER, Olga
SOK, Ashley	SOLORIO, Antoinet	SOSA, Kaitlynn
SOTO, Edward	SPRATLEY, Charles	STRANGELAND, Dennis
TAFT, Ashley	TALAMANTE, Jordan	TAN, Celine

**CERTIFICATED PERSONNEL** (cont.)

**APPOINTMENT OF CERTIFICATED SUBSTITUTES EFFECTIVE JULY 1, 2023, THROUGH JUNE 30, 2024** (cont.)

TARUI, Michael  
TEMBLADOR, Tyler  
TOURNIE, Nicholas  
TRONSKE, Angela  
VAN STEENWYK, Trina  
VARELA, Angela  
VASQUEZ, Patricia  
VELASCO, Dominique  
VINCENT, Patrick  
WAITE, Madison  
WENGER, Chloe  
WHELAN, Mary  
WILLIAMS, Katelyn  
YARBROUGH, Melba  
ZONNI, Bianca

TATUM, Esmeralda  
TERAN, Ana  
TRAN TRUONG, Nhat Phuong  
TUMMINELLI, August  
VANOS, Jaclyn  
VARELA, Cynthia  
VASQUEZ, Priscilla  
VELAZCO, Elvira  
VOLINSKI, Mary Joy  
WALLACE, Rhonda  
WENGER, Steven  
WHITE, Cameron  
WOODEN, Ariel  
YARDLEY, Alexis

TEMBLADOR HERNANDEZ, Marco  
TILLET, Gordon  
TRAN, Hoang Phuong  
VALERO, Jennifer  
VARELA, Allen  
VASHISHT, Ruchika  
VELA, Regina  
VILLALOBOS- FAUSTO, Stephanie  
VOTH, Dahlia  
WEINSTEIN, Amelia  
WERNER, Heather  
WILEY, Jeffrey  
WOODWARD JR, Steven  
YARDLEY, Lorraine

**CLASSIFIED PERSONNEL**

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

MORENO, Marissa	Behavior Intervention Associate (MH)	Special Education	08/01/2023
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**RELEASE OF EMPLOYEE WITHOUT PREJUDICE**

Employee 28851			05/26/2023
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**HIRED AT THE APPROPRIATE PLACEMENT ON THE CLASSIFIED SALARY SCHEDULE****APPOINTMENT**

FLORES, Erica	Playground Supervisor (GF)	Rhodes ES	08/07/2023
MARTINEZ, Martha	Paraprofessional II (SELPA/GF)	Walnut ES	08/07/2023
LEAL, Ester	Playground Supervisor (GF)	Briggs K-8	08/07/2023
VAZQUEZ, Adilia	Bilingual Typist Clerk I (C)	Briggs K-8	07/24/2023
VAZQUEZ, Adilia	School Community Liaison /Bilingual Spanish (C)	Briggs K-8	08/09/2023
MODI, Supriya	Paraprofessional II (SELPA/GF)	Woodcrest JHS	08/07/2023
FIERRO, Nicolas	Paraprofessional II (SELPA/GF)	Ayala HS	08/07/2023
TALAMERA, Billy	Security Person (GF)	Ayala HS	08/07/2023
WHITE, Charles	Security Person (GF)	Ayala HS	08/07/2023
LOPEZ, Diana	Medical Assistant	Health Services	08/07/2023
SILVA RODRIGUEZ, Guadalupe	Bilingual Typist Clerk I Spanish (C)	Student Support	06/12/2023
CASTRO ORTIZ, Petra	Bus Driver (GF)	Transportation	06/12/2023
CORONADO, Edwin	Bus Driver (GF)	Transportation	06/06/2023

**CHANGE OF ASSIGNMENT**

REDDEL, Jill	FROM: Attendance Clerk (GF) 8 hrs./200 work days	Chino Hills HS	07/19/2023
	TO: High School Receptionist (GF) 8 hrs./200 work days	Chino Hills HS	

**APPOINTMENT – EXTENDED LEARNING - SUMMER PROGRAM**

MORA-GONZALEZ, Ivana	Health Technician (C)	Child Development	06/08/2023
VIGNEAULT, Kimberlee	Health Technician (C)	Child Development	06/08/2023
MANNING, Cassidy	Child Care Specialist (C)	Child Development	06/08/2023

**APPOINTMENT - SUPPLEMENTAL INSTRUCTION - SUMMER SCHOOL**

ANDERSON, Clayton	Paraprofessional I (SS)	Special Education	06/01/2023
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**CLASSIFIED PERSONNEL** (cont.)

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

BASALLO, Elijah	Paraprofessional II (SS)	Special Education	06/01/2023
BRADLEY, Christy	Paraprofessional II (SS)	Special Education	06/01/2023
IRWIN, Melissa	Paraprofessional II (SS)	Special Education	06/01/2023
LAYAYE, Rosalina	Paraprofessional I (SS)	Special Education	06/01/2023
MARTINEZ, Joanna	Paraprofessional II (SS)	Special Education	06/01/2023
VAZ, Jill	Paraprofessional I (SS)	Special Education	06/01/2023

**RESIGNATION OF POSITION**

RIVERA, Kim	Playground Supervisor (GF)	Butterfield Ranch ES	06/01/2023
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**RELEASE OF PROBATIONARY EMPLOYEE WITHOUT PREJUDICE**

Employee 26305			06/01/2023
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**RESIGNATION**

DAMOLE, Manuel	Playground Supervisor (GF)	Country Springs ES	05/01/2023
VIRAY, Lisa	Playground Supervisor (GF)	Country Springs ES	06/01/2023
JACOBO, Sandra	Nutrition Services Professional (NS)	Litel ES	05/19/2023
CERVANTES, Evangelina	Playground Supervisor (GF)	Rhodes ES	05/29/2023
CRUZ, Gina	Nutrition Services Professional (NS)	Rolling Ridge ES	06/01/2023
MENDOZA-GARCIA, Norma	Playground Supervisor (GF) and Custodian I (GF)	Wickman ES	06/30/2023
SANTOS, Tania	Playground Supervisor (GF)	Wickman ES	05/24/2023
LOPEZ, Ashley	Attendance Clerk (GF)	Ayala HS	06/02/2023

**RETIREMENT**

LUJAN, James (43 Years of Service)	Warehouse Delivery Worker (GF)	Purchasing	06/01/2023
MCENTIRE, Linda (16 Years of Service)	District Purchasing Assistant (GF)	Purchasing	07/01/2023

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

KIM, Bich

**APPOINTMENT OF CLASSIFIED SUBSTITUTES EFFECTIVE JULY 1, 2023, THROUGH JUNE 30, 2024**

ADAMJEE, Shaheen	ARAGON, Gisela	ARCOS, Leila
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**CLASSIFIED PERSONNEL** (cont.)

**APPOINTMENT OF CLASSIFIED SUBSTITUTES EFFECTIVE JULY 1, 2023, THROUGH JUNE 30, 2024** (cont.)

AREVALO, Jordyn	ARGUETA, Jose	ARTUKOVICH, Denise
AZERA, Delio	BACA, Tony	BAEZA, Isabella
BAKER, Susana	BANUELOS, Blanca	BARBA, Yexenia
BARNYCH, Savannah	BARTON, Nicole	BECERRIL, Thania
BOYANER, David	BRADY, Savannah	BRANDYBERRY, Lillian
BUCKLEY, Jane	BURCIAGA, Kim	BURKEY, Lisa
BURTON, Leah	CARDIEL, Brianna	CARDONA, Yolanda
CHAVEZ, Francine	CHAVEZ-MEJIA, Oscar	COOPER, Kathleen
CORTEZ, Jeannie	CORTEZ, Violeta	CUSITER, Tina
DANIEL, Lauren	DAVID, Fatima	DELGADO, Christina
DORADO, Yesina	DRUMMOND, Pamela	DURAN, Andrea
EGGE, Gina	FARAJ, Wansa	FELIX, Gabriel
FERREIRA, Giovanni	FLORES HIDALGO, Monica	GALICIA, Javier
GARCIA DE LEON, Soila	GARCIA, Jacqueline	GARDNER, Lisa
GOLDEN, Marta	GONZALES, Daniel	GONZALES, Patrick
GONZALEZ, Matthew	GRANT, Delisha	GUARACHA, Erma
GUTIERREZ, Arthur	GUZMAN, Christina	HALEY, Fred
HERNANDEZ, Gabriella	HERRERA, Alain	HIGUERA, Ariana
HOLIDAY, Joy	HOUDETSANAKIS, Andrea	HUIZAR LUNA, Gloria
HUTSON, Lauren	JAJIEH, Laura	JAST, Ashley
JERRY, Jordan	KENNEDY, Cristina	KIM, Bich
LARA, Victor	LARIOS, Edgar	LEAL, Ester
LEE, Olivia	LEE, Poh	LEE, Stephanie
LIZZARAGO, Krystel	LOPEZ, Andrew	LOPEZ, Juan
LOPEZ, Lorraine	MABRIE, Leilani	MACANAS, Maileen
MACIAS-ARIAS, Alba	MAJOWICZ, Martha	MAKOROW, Margaret
MARTINEZ, Leonel	MARTINEZ, Ruby	MCKENDRY, Madison
MENDOZA DE OCEGUERA, Belen	MENDOZA, Randall	MEZA, Claudia
MIRANDA, Lorena	MLADOSICH, Andrew	MODI, Supriya
MOHLMAN, Janice	MONK, Lisa	MONTES, Cynthia
MORALES, Patricia	MORALEZ, Wendy	MORENO, Rosalie
MUNAKATA, Mia	MUNGUIA, Alexandra	MUNGUIA, Priscilla
NAGARAJU, Manjulatha	ORODPOUR, Kristi	PALMER, Anne
PENAFLO, Angela	PEREZ, Naomi	PETRIE, Phyllis
PHANBUH, Wandalin	PICKETT, Deanne	PINSKY, Lacy
POINTER, Delphine	PONVANIT, Nithiya	PRESCOTT, Deanna
PRESCOTT, Joey	PROUDFIT, Linda	QUIROZ, Robert
RANGEL-JIMENEZ, Mariana	REM, Savliying	RESENDEZ, Christian
REVILLA, Eva	REYES, Elsa	REYES, Felipe
REYES, Janiece	REYNA, Yolanda	RIDEOUT, Xavier
RIGHETTI, Will	RINCON, Richard	RIVERA, Monica
ROBLES, Ramiro	ROCHA, Iris	ROMAN, Sydney
ROSALES-ALVAREZ, Ayla	ROSSEN, David	ROUSSEVE, Winter
RUEDA, Larry	SALINAS-MARTINEZ, Irma	SANCHEZ, Maria

**CLASSIFIED PERSONNEL** (cont.)

**APPOINTMENT OF CLASSIFIED SUBSTITUTES EFFECTIVE JULY 1, 2023, THROUGH JUNE 30, 2024** (cont.)

SCHMALTZ, Paige	SCHMITT, Evangelina	SEKI, Margaret
SERRATO, Victoria	SHAH, Sejal	SILVA-RODRIGUEZ, Guadalupe
SLEGGERS, Gwenda	SONGCO, Margarita	SOSA, Adam
SOSA, Jose	SOSA, Mireya	SUAZO, Anthony
TAFOYA, Darlene	TALAMERA, Billy	TALAMERA, Marlene
TAPIA, Yolanda	TRABERT, Katherine	TRIVEDI, Namrata
TROVAO, Marilia	VALADEZ, Bobbie	VALVERDE, Hector
WALTZ, Eric	WEIRSMA, John	WILLIAMS, Nanette
WONG, Allison	YAMAS, Christina	YOUNG, Angelic
ZAMORA, Amanda		

(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 15, 2023  
**TO:** Members, Board of Education  
**FROM:** Sonja Shaw, President, Board of Education  
**SUBJECT: NEW BOARD POLICY 5020.1—PARENTAL NOTIFICATION**

=====

**BACKGROUND**

Board policies, administrative regulations, and Bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current practice in addition to the need for clarification. Education Code Section 51101, affords certain rights to California public school parents/guardians to be *mutually supportive and respectful partners in the education of their children within the public schools, to be informed by the school, and to participate in the education of their children*. New Board Policy 5020.1—Parental Notification reflects this principle.

New language is provided in UPPER CASE.

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 new Board Policy 5020.1—Parental Notification.

**FISCAL IMPACT**

None.

SS:pk

**PARENTAL NOTIFICATION**

THE CHINO VALLEY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION STRIVES TO FOSTER TRUST BETWEEN THE DISTRICT AND PARENT(S)/GUARDIAN(S) OF ITS STUDENTS. TO THAT END, THE BOARD SUPPORTS THE FUNDAMENTAL RIGHTS OF PARENT(S)/GUARDIAN(S) TO DIRECT THE CARE AND UPBRINGING OF THEIR CHILDREN, INCLUDING THE RIGHT TO BE INFORMED OF AND INVOLVED IN ALL ASPECTS OF THEIR CHILD'S EDUCATION TO PROMOTE THE BEST OUTCOMES.

IT IS THE INTENT OF CHINO VALLEY UNIFIED SCHOOL DISTRICT IN ENACTING THIS PARENTAL NOTIFICATION POLICY TO DO ALL OF THE FOLLOWING:

(I) PROVIDE PROCEDURES DESIGNED TO MAINTAIN AND, IN SOME CASES, RESTORE, TRUST BETWEEN SCHOOL DISTRICTS AND PARENT(S)/GUARDIAN(S) OF PUPILS.

(II) BRING PARENT(S)/GUARDIAN(S) INTO THE DECISION-MAKING PROCESS FOR MENTAL HEALTH AND SOCIAL-EMOTIONAL ISSUES OF THEIR CHILDREN AT THE EARLIEST POSSIBLE TIME IN ORDER TO PREVENT OR REDUCE POTENTIAL INSTANCES OF SELF-HARM.

(III) PROMOTE COMMUNICATION AND POSITIVE RELATIONSHIPS WITH PARENT(S)/GUARDIAN(S) OF PUPILS THAT PROMOTE THE BEST OUTCOMES FOR PUPILS' ACADEMIC AND SOCIAL-EMOTIONAL SUCCESS.

IT IS THE POLICY OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT THAT DISTRICT EMPLOYEES, ADMINISTRATORS AND CERTIFICATED STAFF COLLABORATE WITH PARENT(S)/GUARDIAN(S) IN EVALUATING THE NEEDS OF STUDENTS HAVING ACADEMIC, ATTENDANCE, SOCIAL, EMOTIONAL, OR BEHAVIORAL DIFFICULTIES AND IN IDENTIFYING STRATEGIES AND PROGRAMS THAT MAY ASSIST SUCH STUDENTS IN MAXIMIZING THEIR POTENTIAL.

THIS PARENTAL NOTIFICATION POLICY REQUIRES THE FOLLOWING:

1. PRINCIPAL/DESIGNEE, CERTIFICATED STAFF, AND SCHOOL COUNSELORS, SHALL NOTIFY THE PARENT(S)/GUARDIAN(S), IN WRITING, WITHIN THREE DAYS FROM THE DATE ANY DISTRICT EMPLOYEE, ADMINISTRATOR, OR CERTIFICATED STAFF, BECOMES AWARE THAT A STUDENT IS:
  - (a) REQUESTING TO BE IDENTIFIED OR TREATED, AS A GENDER (AS DEFINED IN EDUCATION CODE SECTION 210.7) OTHER THAN THE STUDENT'S BIOLOGICAL SEX OR GENDER LISTED ON THE STUDENT'S BIRTH CERTIFICATE OR ANY OTHER OFFICIAL RECORDS. THIS INCLUDES ANY REQUEST BY THE STUDENT

## PARENTAL NOTIFICATION

TO USE A NAME THAT DIFFERS FROM THEIR LEGAL NAME (OTHER THAN A COMMONLY RECOGNIZED DIMINUTIVE OF THE CHILD'S LEGAL NAME) OR TO USE PRONOUNS THAT DO NOT ALIGN WITH THE STUDENT'S BIOLOGICAL SEX OR GENDER LISTED ON THE STUDENT'S BIRTH CERTIFICATE OR OTHER OFFICIAL RECORDS.

- (b) ACCESSING SEX-SEGREGATED SCHOOL PROGRAMS AND ACTIVITIES, INCLUDING ATHLETIC TEAMS AND COMPETITIONS, OR USING BATHROOM OR CHANGING FACILITIES THAT DO NOT ALIGN WITH THE STUDENT'S BIOLOGICAL SEX OR GENDER LISTED ON THE BIRTH CERTIFICATE OR OTHER OFFICIAL RECORDS.
  - (c) REQUESTING TO CHANGE ANY INFORMATION CONTAINED IN THE STUDENT'S OFFICIAL OR UNOFFICIAL RECORDS.
2. THE PRINCIPAL/DESIGNEE, OR STAFF SHALL NOTIFY THE PARENT(S)/GUARDIAN(S) OF THE STUDENT IMMEDIATELY OR AS SOON AS REASONABLY POSSIBLE, THAT THE STUDENT HAS EXPERIENCED ANY SIGNIFICANT PHYSICAL INJURY WHILE ON SCHOOL PROPERTY OR PARTICIPATING IN A SCHOOL SPONSORED ACTIVITY.
3. ALL DISTRICT EMPLOYEES SHALL TAKE EVERY STUDENT'S STATEMENT REGARDING SUICIDAL INTENT SERIOUSLY.
- (a) WHENEVER AN EMPLOYEE, ADMINISTRATOR OR CERTIFICATED STAFF MEMBER SUSPECTS OR HAS KNOWLEDGE OF A STUDENT'S SUICIDAL INTENTIONS BASED ON THE STUDENT'S VERBALIZATIONS OR ACT OF SELF-HARM, THE EMPLOYEE, ADMINISTRATOR OR STAFF MEMBER SHALL PROMPTLY NOTIFY THE PRINCIPAL OR SCHOOL COUNSELOR, WHO SHALL IMPLEMENT DISTRICT'S INTERVENTION PROTOCOLS, AS APPROPRIATE, AND SHALL NOTIFY THE PARENT(S)/GUARDIAN(S) IMMEDIATELY, OR AS SOON AS REASONABLY POSSIBLE.
  - (b) WHEN A SUICIDE ATTEMPT OR THREAT IS KNOWN, THE PRINCIPAL OR DESIGNEE SHALL ENSURE STUDENT SAFETY BY TAKING THE FOLLOWING ACTIONS:
    - (I) IMMEDIATELY SECURE MEDICAL TREATMENT AND/OR MENTAL HEALTH SERVICES AS NECESSARY;
    - (II) KEEP THE STUDENT UNDER CONTINUOUS ADULT SUPERVISION UNTIL THE PARENT/GUARDIAN AND/OR APPROPRIATE SUPPORT AGENT OR AGENCY CAN BE CONTACTED AND HAS THE OPPORTUNITY TO INTERVENE;

**PARENTAL NOTIFICATION**

(III) NOTIFY LAW ENFORCEMENT AND/OR OTHER EMERGENCY ASSISTANCE IF A SUICIDAL ACT IS BEING ACTIVELY THREATENED AND REMOVE OTHER STUDENTS FROM THE AREA IN THE EVENT OF AN ACTIVE SUICIDAL ACT.

(c) THE PRINCIPAL OR DESIGNEE SHALL DOCUMENT THE INCIDENT IN WRITING, INCLUDING THE STEPS THAT THE SCHOOL TOOK IN RESPONSE TO THE SUICIDE ATTEMPT OR THREAT.

(d) SCHOOL EMPLOYEES SHALL ACT ONLY WITHIN THE AUTHORIZATION AND SCOPE OF THEIR CREDENTIAL OR LICENSE. AN EMPLOYEE IS NOT AUTHORIZED TO DIAGNOSE OR TREAT MENTAL ILLNESS UNLESS SPECIFICALLY LICENSED AND EMPLOYED TO DO SO. (EDUCATION CODE 215).

4. THE PRINCIPAL/DESIGNEE OR CERTIFICATED STAFF SHALL NOTIFY THE PARENT(S)/GUARDIAN(S) OF ANY INCIDENT OR COMPLAINT OF A VERBAL OR PHYSICAL ALTERCATION INVOLVING THEIR CHILD, INCLUDING BULLYING BY OR AGAINST THEIR CHILD, WITHIN THREE DAYS OF THE OCCURRENCE. 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.

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.

5. UNLESS OTHERWISE SPECIFIED, THE NOTIFICATION REQUIRED IN SECTIONS 1 THROUGH 4 ABOVE, CAN BE BY TELEPHONE, MAIL, EMAIL OR CONFERENCE. THE DISTRICT EMPLOYEES WHO MAKE SUCH NOTIFICATION SHALL EITHER KEEP A RECORD OF SUCH NOTIFICATION (IF WRITTEN) OR DOCUMENT SUCH NOTIFICATION (IF VERBAL) AND PLACE THE RECORD OR DOCUMENTATION IN THE STUDENT'S OFFICIAL STUDENT INFORMATION SYSTEM.
6. FOR PURPOSES OF THIS BOARD POLICY, FAMILY CODE SECTION 6924, HEALTH AND SAFETY CODE SECTION 124260, AND EDUCATION CODE SECTION 49602(C), INCLUSION OF PARENT(S)/GUARDIAN(S) IS APPROPRIATE UNLESS SPECIFICALLY PROHIBITED BY LAW.

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
POLICY ADOPTED:

# CHINO VALLEY UNIFIED SCHOOL DISTRICT

## Our Motto:

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

**DATE:** June 15, 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 and Equity

**SUBJECT: LOCAL INDICATORS FOR THE CALIFORNIA SCHOOL DASHBOARD**

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## **BACKGROUND**

The Local Control Funding Formula (LCFF) created an accountability system that utilizes multiple measures to inform educators, parents, and the public of student achievement. Some data is not available at the state level for some priority areas identified in the LCFF statute. For these priority areas, the California State Board of Education (SBE) approved the use of local indicators, which are based on information that the District collects locally and annually measures its progress on in meeting the requirements of the specific LCFF priority. These local indicators include the following: Priority 1 – Basic Conditions of Learning; Priority 2 – Implementation of State Academic Standards; Priority 3 – Parental Involvement and Family Engagement; Priority 6 – School Climate; and Priority 7 – Access to a Broad Course of Study.

Local indicators are reported as Met, Not Met, or Not Met for 2 years. Results are reported to the public through the Dashboard utilizing the SBE-adopted self-reflection tools for each local indicator. In the 2022/2023 school year, Chino Valley Unified School District reports the five local indicators as Met. Results were reported to the Board of Education during the 2022/2023 school year at the following Board presentation dates.

Priority	Status	Board Presentation
Priority 1: Basic Conditions of Learning	Standard Met	March 2, 2023
Priority 2: Implementation of State Academic Standards	Standard Met	March 2, 2023 May 4, 2023
Priority 3: Parental Involvement and Family Engagement	Standard Met	April 20, 2023
Priority 6: School Climate	Standard Met	April 20, 2023
Priority 7: Access to a Broad Course of Study	Standard Met	March 2, 2023



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

**RECOMMENDATION**

It is recommended the Board of Education receive for information the report on Local Indicators for the California School Dashboard.

**FISCAL IMPACT**

None.

NE:LF:gks