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.

5130 Riverside Drive, Chino, CA 91710
www.chino.k12.ca.us
AGENDA

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

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

I. OPENING BUSINESS

I.A. CALL TO ORDER – 3:35 P.M.
   1. Roll Call
   2. Public Comment on Closed Session Items
   3. Closed Session

Discussion and possible action (times are approximate):
- Conference with Legal Counsel, Existing Litigation (Government Code 54956.9(d)(4)): San Bernardino Superior Case No. SB 2300995. (Tao Rossi, APC) (15 minutes)
- Conference With Legal Counsel, Anticipated Litigation (Government Code 54956.9(e)(1)): Two matters. (Atkinson, Andelson, Loya, Ruud, & Romo) (45 minutes)
- Student Discipline Matters (Education Code 35146, 48918 (c) & (i)): Expulsion cases 22/23-64, 22/23-69, 22/23-78, 22/23-80, and 22/23-81. (40 minutes)
- 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)
- Public Employee Discipline/Dismissal/Release (Government Code 54957): (10 minutes)
- 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

II. ACTION

II.A. ADMINISTRATION

II.A.1. Revision of Administrative Regulation 6115—Ceremonies and Observances
Recommends the Board of Education approve the revision of Administrative Regulation 6115—Ceremonies and Observances.

II.B. BUSINESS SERVICES

II.B.1. Adoption of the 2023/2024 Budget
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.

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

II.C.1. 2023/2024 Local Control and Accountability Plan
Recommend the Board of Education adopt the 2023/2024 Local Control and Accountability Plan.
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
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.

II.D. FACILITIES, PLANNING, AND OPERATIONS

II.D.1. Naming of Preserve School #2
Recommend the Board of Education approve _______ as the name of Preserve School #2.

II.E. HUMAN RESOURCES

II.E.1. Consideration and Approval of Employment Contract for the Associate Superintendent, Human Resources
Recommend the Board of Education approve the employment contract for the Associate Superintendent, Human Resources.

III. CONSENT

III.A. ADMINISTRATION

III.A.1. Minutes of the June 1, 2023 Regular Meeting
Recommend the Board of Education approve the minutes of the June 1, 2023 regular meeting.

III.B. BUSINESS SERVICES

III.B.1. Warrant Register
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
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
Recommend the Board of Education approve/ratify the fundraising activities.

III.B.4. Donations
Recommend the Board of Education accept the donations.

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

III.C.2. School Sponsored Trips
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
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).
Regular Meeting of the Board of Education  
June 15, 2023

III.D.10. Change Order and Notice of Completion for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 22)
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
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
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.14. Adjustment to Facilities Use Personnel Services
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
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
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
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
Instruction

AR 6115(a)

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 county, 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.
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:
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.

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.
DATE: June 15, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

SUBJECT: 2023/2024 LOCAL CONTROL AND ACCOUNTABILITY PLAN

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BACKGROUND

The Local Control Funding Formula (LCFF) system requires that each Local Educational Agency (LEA) develop, adopt and annually update a three-year Local Control and Accountability Plan (LCAP). 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.
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-Escarcéga, 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

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.
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

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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:

<table>
<thead>
<tr>
<th>Name</th>
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<tbody>
<tr>
<td>Chino R. Reagan Academy School</td>
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<tr>
<td>Fred Aguiar Unified School</td>
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<tr>
<td>Legacy Innovation Academy</td>
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<tr>
<td>East Preserve Loop Academy</td>
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</tbody>
</table>
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
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 1st 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 1st 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
I. OPENING BUSINESS

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.

II. ACTION

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.
III. CONSENT

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 Enrollment 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**  

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.

IV. **INFORMATION**

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 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.

Sonja Shaw, President  Andrew Cruz, Clerk

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

=====================================================================  

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:If
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:If
### 2023/2024 AUTHORIZATION TO OPERATE FUNDRAISING ACTIVITIES AND OTHER ACTIVITIES FOR THE BENEFIT OF STUDENTS

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

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<th>SITE/DEPARTMENT</th>
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<tr>
<td><strong>Magnolia JHS</strong></td>
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<tr>
<td>PFA</td>
<td>Spirit Wear</td>
<td>7/15/23 - 5/31/24</td>
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| **Ayala HS**            |                                       |                       |
| 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    |

<p>| <strong>Chino HS</strong>            |                                       |                       |
| Sports Boosters         | Aquatics Summer Camp (RATIFY)         | 6/1/23 - 6/30/23      |
| Band &amp; 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 &amp; 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 &amp; 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 &amp; 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     |</p>
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<th>SITE/DEPARTMENT</th>
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<td><strong>Chino HS (cont.)</strong></td>
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<tr>
<td>Basketball Boosters</td>
<td>Concessions</td>
<td>7/1/23 - 5/31/24</td>
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<td>Cowboy Huddle Boosters</td>
<td>Spirit Wear</td>
<td>7/1/23 - 6/30/24</td>
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<td>Girls' Basketball Summer Camp</td>
<td>7/10/23 - 7/27/23</td>
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<td>Music Boosters</td>
<td>Paint Night</td>
<td>6/23/23</td>
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<tr>
<td>ASB - Theatre</td>
<td>Summer Theatre</td>
<td>6/26/23 - 6/30/23</td>
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<tr>
<td>Music Boosters</td>
<td>Band Camp Penny Wars</td>
<td>7/1/23 - 8/2/23</td>
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<td>General Boosters - Aquatics</td>
<td>Corporate Donations</td>
<td>7/1/23 - 9/1/23</td>
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<td>Spirit Wear</td>
<td>7/1/23 - 5/30/24</td>
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<td>BINGO</td>
<td>7/2/23 - 6/30/24</td>
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<td>7/7/23 - 7/30/23</td>
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<td>Family Donations</td>
<td>7/10/23 - 8/18/23</td>
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<td>General Boosters - Baseball</td>
<td>Summer Camp</td>
<td>7/1/23 - 7/13/23</td>
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<td>Band Camp</td>
<td>7/17/23 - 8/4/23</td>
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<td>General Boosters - Dance</td>
<td>Snap! Raise</td>
<td>7/17/23 - 8/14/23</td>
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<td>General Boosters - Baseball</td>
<td>Freshman Summer Camp</td>
<td>7/18/23 - 7/20/23</td>
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<td>General Boosters - Soccer</td>
<td>Summer Clinics</td>
<td>7/19/23 - 7/21/23</td>
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<td>Top Golf Tournament</td>
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<td>6/16/23 - 7/1/23</td>
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<td>Grad Night Boosters</td>
<td>Chino Concerts Concessions</td>
<td>6/16/23 - 8/10/23</td>
</tr>
<tr>
<td>Band Boosters</td>
<td>Fireworks Booth</td>
<td>7/1/23 - 7/4/23</td>
</tr>
<tr>
<td>Grad Night Boosters</td>
<td>Fireworks Booth</td>
<td>7/1/23 - 7/4/23</td>
</tr>
<tr>
<td>Performing Arts Boosters</td>
<td>Fireworks Booth</td>
<td>7/1/23 - 7/4/23</td>
</tr>
<tr>
<td>Sports Boosters</td>
<td>Fireworks Booth</td>
<td>7/1/23 - 7/4/23</td>
</tr>
<tr>
<td>Performing Arts Boosters</td>
<td>Dine Outs</td>
<td>7/1/23 - 3/31/24</td>
</tr>
<tr>
<td>ASB - General</td>
<td>Blast</td>
<td>7/1/23 - 6/30/24</td>
</tr>
<tr>
<td>ASB - Athletics</td>
<td>ASB Works</td>
<td>7/1/23 - 6/30/24</td>
</tr>
<tr>
<td>Band Boosters</td>
<td>Hula Tang Dine Out</td>
<td>7/20/23</td>
</tr>
<tr>
<td>ASB - Volleyball</td>
<td>Concessions</td>
<td>8/15/23 - 10/15/23</td>
</tr>
</tbody>
</table>

June 15, 2023
Page 40
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.
<table>
<thead>
<tr>
<th>DEPARTMENT/SITE</th>
<th>DONOR</th>
<th>ITEM DONATED</th>
<th>APPROXIMATE VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cattle ES</td>
<td>Marcia Roth</td>
<td>Cash</td>
<td>$100.00</td>
</tr>
<tr>
<td>Chaparral ES</td>
<td>Chaparral Heat PTO</td>
<td>Cash</td>
<td>$21,426.00</td>
</tr>
<tr>
<td>Chino HS</td>
<td>Charities Aid Foundation of America</td>
<td>Cash</td>
<td>$520.00</td>
</tr>
<tr>
<td></td>
<td>Citizens Business Bank</td>
<td>Cash</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>
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.
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 15th 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.

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

<table>
<thead>
<tr>
<th>School-Sponsored Trips</th>
<th>Date</th>
<th>Fiscal Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site: Ayala HS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Event: California Association of Directors of Activities (CADA) Summer Leadership Camp</td>
<td>July 12-15, 2023</td>
<td>Cost: $590.00 per student Funding Source: USB</td>
</tr>
<tr>
<td>Place: Santa Barbara, CA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chaperone: 6 students/1 chaperone</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site: Ayala HS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Event: The Spirit Consultants Cheerleading and Dance Camp</td>
<td>July 20-22, 2023</td>
<td>Cost: $550.00 per student Funding Source: Parents and fundraising</td>
</tr>
<tr>
<td>Place: Riverside, CA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chaperone: 14 students/2 chaperones</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site: Ayala HS</td>
<td>Event: United Spirit Association (USA) Cheer Camp</td>
<td>Place: Garden Grove, CA</td>
</tr>
<tr>
<td>Site: Chino HS</td>
<td>Event: CADA Summer Leadership Camp</td>
<td>Place: Santa Barbara, CA</td>
</tr>
<tr>
<td>Site: Chino Hills HS</td>
<td>Event: West Coast Elite Summer Dance Experience</td>
<td>Place: Burbank, CA</td>
</tr>
<tr>
<td>Site: Don Lugo HS</td>
<td>Event: Future Farmers of America Officer Retreat</td>
<td>Place: Julian, CA</td>
</tr>
<tr>
<td>Site: Don Lugo HS</td>
<td>Event: CADA Summer Leadership Camp</td>
<td>Place: Santa Barbara, CA</td>
</tr>
<tr>
<td>Site: Don Lugo HS</td>
<td>Event: USA Varsity Cheer Camp</td>
<td>Place: Buena Park, CA</td>
</tr>
</tbody>
</table>

**FISCAL IMPACT**

None.
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 format that individuals with disabilities can use. 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
NONTDISCRIMINATION 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

WEBSITES
California School Boards Association: www.csba.org
California Department of Education: www.cde.ca.gov
Safe Schools Coalition:
www.casafeschoolscoalition.org Pacific ADA Center:
www.adapacific.org
U.S. Department of Education, Office for Civil Rights: www.ed.gov/about/offices/list/ocr
Nondiscrimination in District Programs and Activities (cont.)

Chino Valley Unified School District
Policy adopted: September 21, 1995
Revised: December 9, 2010
Revised: September 5, 2013
REVISED:
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
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

WEBSITES
California School Boards Association: www.csba.org
California Office of the Attorney General: oag.ca.gov
U.S. Department of Education: www.cde.ca.gov
U.S. Department of Justice: www.justice.gov
U.S. Department of Education, Office for Civil Rights: www2.ed.gov/ocr

Chino Valley Unified School District
Policy adopted: January 23, 1997
Revised: May 7, 2009
Revised: January 17, 2013
Revised: August 20, 2020
Revised: December 15, 2022
REVISED:
BULLYING

The Board of Education recognizes the harmful effects of bullying on student well-being, student learning, and school attendance and desires to provide a safe school environment 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
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
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)

**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.

The Board of Education designates the following position as the district compliance officer and designee regarding student-on-student bullying complaints:
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

Management Resources:
CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS
Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities & Facilities, Legal Guidance, March 2014
Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
Addressing the Conditions of Children: Focus on Bullying, Governance Brief, December 2012
Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
Cyberbullying: Policy Considerations for Boards, Policy Brief, rev. July 2010
Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Bullying Module
California’s Social and Emotional Learning: Guiding Principles, 2018
Social and Emotional Learning in California: A Guide to Resources, 2018
Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008

Bullying at School, 2003

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS
Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California K-12 Schools in Responding to Immigration Issues, April 2018

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014
Guidance to America’s Schools: Bullying of Students with Disabilities, October 2014
Dear Colleague Letter: Guidance on Schools’ Obligations to Protect Students from Student-on-Student Harassment on the Basis of Sex; Race, Color and National Origin; and Disability, October 26, 2010
Dear Colleague Letter: Harassment and Bullying, October 2010

WEBSITES
California School Boards Association: www.csba.org
California Department of Education, Safe Schools Office: www.cde.ca.gov/ls/ss
California Office of the Attorney General: oag.ca.gov
Center on Great Teachers and Leaders: gtlicenter.org
Collaborative for Academic Social and Emotional Learning: casel.org
Common Sense Media: wwwcommonsensemedia.org
National School Safety Center: www.schoolsafety.us
Partnership for Children and Youth: www.partnerforchildren.org
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 mMeasures 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 other 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


6. 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. Crisis intervention procedures for addressing suicide threats or attempts

8. 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 MEDI-CAL 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
IDEOATION, 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.CRISISPREVENTION.COM/
• HTTPS://WWW.LIVINGWORKS.NET/ASIST
• HTTPS://WWW.CARS-RP.ORG/
• HTTPS://LEARN.NCTSN.ORG/

SUICIDE PREVENTION EXPLANATION FOR TK-6TH GRADE

CHINO VALLEY UNIFIED SCHOOL DISTRICT (CVUSD) WANTS TO KEEP ALL STUDENTS SAFE. WE HAVE PEOPLE WHO CAN HELP IF YOU ARE NOT FEELING OKAY. WE WORK TOGETHER WITH THE COUNTY MENTAL HEALTH PLAN SO STUDENTS CAN GET FREE HELP IF THEY NEED IT. WE ALSO HAVE WAYS TO GET HELP ON OUR WEBSITE AT HTTPS://WWW.CHINO.K12.CA.US/. 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

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Health Education Content Standards for California Public Schools, Kindergarten through Grade Twelve, 2008
Health Framework for California Public Schools, Kindergarten through Grade Twelve, 2003
CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS
School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009
NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS
Preventing Suicide, Guidelines for Administrators and Crisis Teams, 2015
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS
Preventing Suicide, A Toolkit for High Schools, 2012
National Strategy for Suicide Prevention: Goals and Objectives for Action, 2012

WEBSITES
American Association of Suicidology: www.suicidology.org
American Foundation for Suicide Prevention: www.afsp.org
American Psychological Association: www.apa.org
American School Counselor Association: www.schoolcounselor.org
SUICIDE PREVENTION (cont.)

California Department of Education, Mental Health: www.cde.ca.gov/ls/cg/mh
California Department of Health Care Services, Suicide Prevention Program: www.dhcs.ca.gov/services.MH/Pages/SuicidePrevention.aspx
Centers for Disease Control and Prevention, Mental Health: www.cdc.gov/mentalhealth
National Institute for Mental Health: www.nimh.nih.gov
National Institute for Mental Health: www.nimh.nih.gov
U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration: www.samhsa.gov

Chino Valley Unified School District
Policy Adopted: August 12, 1999
Revised: March 17, 2011
Revised: September 7, 2017
Revised: July 18, 2019
REVISED:
RESPONSE TO IMMIGRATION ENFORCEMENT

The Board of Education is committed to the success of all students and believes that every school site should be a safe and welcoming place for all students and their families irrespective of their citizenship or immigration status.

District staff shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at District schools, except as may be required by state and federal law. (Education Code 234.7)

(cf. 5111 - Admission)
(cf. 5111.1 - District Residency)

No student shall be denied equal rights and opportunities nor be subjected to unlawful discrimination, harassment, intimidation, or bullying in the District’s programs and activities on the basis of his/her immigration status. (Education Code 200, 220, 234.1)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5131.2 - Bullying)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)

The Superintendent or designee shall notify parents/guardians regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement. (Education Code 234.7)

(cf. 5145.6 - Parental Notifications)

Consistent with requirements of the California Office of the Attorney General, the Superintendent or designee shall develop procedures for addressing any requests by a law enforcement officer for access to District records, school sites, or students for the purpose of immigration enforcement.

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)
(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)

The Superintendent or designee shall notify the Board of Education in a timely manner if there are any requests for information or access to a school site by an officer or employee of a law enforcement agency for the purpose of enforcing the immigration laws. Such notification shall be provided in a manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)
RESPONSE TO IMMIGRATION ENFORCEMENT (cont.)

ATTORNEY GENERAL GUIDANCE

THE SUPERINTENDENT OR DESIGNEE SHALL NOTIFY PARENTS AND GUARDIANS OF THEIR CHILDREN’S RIGHT TO A FREE PUBLIC EDUCATION, REGARDLESS OF IMMIGRATION STATUS OR RELIGIOUS BELIEFS. THE GOVERNING BOARD SHALL ADOPT AND PUBLICIZE POLICIES THAT PROHIBIT DISCRIMINATION, HARASSMENT, INTIMIDATION, AND BULLYING ON THE BASIS OF A STUDENT’S ACTUAL OR PERCEIVED NATIONALITY, ETHNICITY, OR IMMIGRATION STATUS. THOSE POLICIES MUST BE TRANSLATED IN THE STUDENT’S PRIMARY LANGUAGE IF AT LEAST 15 PERCENT OF THE STUDENTS ENROLLED IN THE SCHOOL SPEAK A SINGLE PRIMARY LANGUAGE OTHER THAN ENGLISH.

IF SCHOOL PERSONNEL WITNESSES AN ACT OF DISCRIMINATION, HARASSMENT, INTIMIDATION, OR BULLYING, THEY SHALL TAKE IMMEDIATE STEPS TO INTERVENE WHEN SAFE TO DO SO; THE DISTRICT HAS DEVELOPED A TIMELINE TO INVESTIGATE AND RESOLVE COMPLAINTS OF DISCRIMINATION, HARASSMENT, INTIMIDATION, OR BULLYING THAT SHALL BE FOLLOWED BY ALL SCHOOLS UNDER THE JURISDICTION OF THE LOCAL EDUCATIONAL AGENCY; AND AN APPEAL PROCESS AFFORDED TO THE COMPLAINANT SHOULD HE OR SHE DISAGREE WITH THE RESOLUTION OF A COMPLAINT. ANY COMPLAINT OF BULLYING, WHETHER IT IS DISCRIMINATORY OR NONDISCRIMINATORY, SHALL BE INVESTIGATED AND RESOLVED IN ACCORDANCE WITH LAW AND THE DISTRICT’S UNIFORM COMPLAINT PROCEDURES (UCP) SPECIFIED IN ADMINISTRATIVE REGULATION (AR) 1312.3.

(cf. 1312.3 - Uniform Complaint Procedures)

THE DISTRICT SHALL EDUCATE STUDENTS ABOUT THE NEGATIVE IMPACT OF BULLYING OTHER STUDENTS BASED ON THEIR ACTUAL OR PERCEIVED IMMIGRATION STATUS OR THEIR RELIGIOUS BELIEFS OR CUSTOMS.

THE ADMINISTRATION SHALL ENSURE THAT COMPLAINT PROCEDURES CONTAIN CONFIDENTIALITY SAFEGUARDS FOR IMMIGRATION STATUS INFORMATION AND SHALL PROHIBIT RETALIATION AGAINST A PERSON WHO SUBMITS A COMPLAINT OF DISCRIMINATION, HARASSMENT, INTIMIDATION, OR BULLYING.

THE SUPERINTENDENT OR DESIGNEE WILL TRAIN TEACHERS, STAFF, AND PERSONNEL TO ENSURE THAT THEY ARE AWARE OF THEIR LEGAL DUTY TO TAKE REASONABLE STEPS TO ELIMINATE A HOSTILE ENVIRONMENT AND RESPOND TO ANY INCIDENTS OF HARASSMENT BASED ON THE ACTUAL OR
RESPONSE TO IMMIGRATION ENFORCEMENT (cont.)

PERCEIVED CHARACTERISTICS NOTED ABOVE. SUCH TRAINING SHOULD, AT MINIMUM, PROVIDE AGENCY PERSONNEL WITH THE SKILLS TO DO THE FOLLOWING:

1. DISCUSS THE VARYING IMMIGRATION EXPERIENCES AMONG MEMBERS OF THE STUDENT BODY AND SCHOOL COMMUNITY;
2. DISCUSS BULLYING-PREVENTION STRATEGIES WITH STUDENTS, AND TEACH STUDENTS TO RECOGNIZE THE BEHAVIOR AND CHARACTERISTICS OF BULLYING PERPETRATORS AND VICTIMS;
3. IDENTIFY THE SIGNS OF BULLYING OR HARASSING BEHAVIOR;
4. TAKE IMMEDIATE CORRECTIVE ACTION WHEN BULLYING IS OBSERVED; AND
5. REPORT INCIDENTS TO THE APPROPRIATE AUTHORITIES, INCLUDING LAW ENFORCEMENT IN INSTANCES OF CRIMINAL BEHAVIOR.

Legal Reference:
EDUCATION CODE
200 Educational Equity
220 Prohibition of Discrimination
234.1 Safe Place to Learn Act
234.7 Student Protections Relating to Immigration and Citizenship Status
48204.4 Evidence of Residency for School Enrollment
48980 Parental Notifications
48985 Notices to Parents in Language Other than English
GOVERNMENT CODE
8310.3 California Religious Freedom Act
PENAL CODE
422.55 Definition of Hate Crime
627.1-627.6 Access to School Premises, Outsiders
UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act
COURT DECISIONS

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 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 - 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

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
Dear Colleague Letter: Title IX Coordinators, April 2015
Dear Colleague Letter: Harassment and Bullying, October 2010
Notice of Non-Discrimination, Fact Sheet, August 2010

WEBSITES
California School Boards Association: www.csba.org
California Department of Education: www.cde.ca.gov
California Safe Schools Coalition: www.casafeschools.org
California Office of the Attorney General: oag.ca.gov
First Amendment Center: www.firstamendmentcenter.org
National School Boards Association: www.nsba.org
U.S. Department of Education, Office for Civil Rights: www.ed.gov/about/offices/list/ocr
Nondiscrimination/Harassment of Students (cont.)

Chino Valley Unified School District
Policy adopted: January 23, 1997
Revised: September 3, 1998
Revised: August 5, 2010
Revised: January 17, 2013
Revised: September 5, 2013
Revised: September 21, 2017
Revised: March 21, 2019
REVISED:
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)).
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)

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.

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.

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)
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 ACCOMMODATIONS 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 ACCOMMODATIONS 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 ACCOMMODATIONS THAT PROVIDE THEM WITH THE OPPORTUNITY TO SUCCEED ACADEMICALLY WHILE PROTECTING THEIR HEALTH AND THE HEALTH OF THEIR CHILDREN. THE FOLLOWING ACCOMMODATIONS 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

June 15, 2023
Page 87
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 ACCOMMODATIONS.

(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.)

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
COURT DECISIONS
MARRIED/PREGNANT/PARENTING STUDENTS (cont.)

Management Resources:
CALIFORNIA WOMEN’S LAW CENTER PUBLICATIONS
Educational Rights of Pregnant and Parenting Teens: Title IX and California State Law Requirements
Pregnant Students and Confidential Medical Services
The Civil Rights of Pregnant and Parenting Teens in California Schools, 2002
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Supporting the Academic Success of Pregnant and Parenting Students under Title IX of the Educational Amendments of 1972, rev. June 2013
WEBSITES
California Department of Education: www.cde.ca.gov California Women’s Law Center:
www.cwlc.org/resources

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:
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.
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
### SUPERINTENDENT

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Company Name</th>
<th>Description</th>
<th>Submitted by</th>
<th>Duration of Agreement</th>
<th>Contract Amount</th>
<th>Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>S-2324-001</td>
<td>Margaret A. Chidester &amp; Associates.</td>
<td>To provide legal services for the 2023/2024 school year.</td>
<td>Superintendent</td>
<td>July 1, 2023 - June 30, 2024</td>
<td>Contract amount: Per Rate Sheet</td>
<td>Funding source: General Fund</td>
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<tr>
<td>S-2324-002</td>
<td>Atkinson, Andelson, Loya, Ruud &amp; Romo.</td>
<td>To provide legal services for the 2023/2024 school year.</td>
<td>Superintendent</td>
<td>July 1, 2023 - June 30, 2024</td>
<td>Contract amount: Per Rate Sheet</td>
<td>Funding source: Various</td>
</tr>
</tbody>
</table>

### BUSINESS SERVICES

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Company Name</th>
<th>Description</th>
<th>Submitted by</th>
<th>Duration of Agreement</th>
<th>Contract Amount</th>
<th>Funding Source</th>
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</thead>
<tbody>
<tr>
<td>B-2324-002</td>
<td>Gray Step Software, Inc.</td>
<td>To provide annual software license fees for high schools, junior high schools, and elementary schools (ASB Works).</td>
<td>Business Services</td>
<td>July 1, 2023 - June 30, 2024</td>
<td>Contract amount: $11,372.00</td>
<td>Funding source: General/ASB</td>
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<tr>
<td>B-2324-003</td>
<td>School Services of California, Inc.</td>
<td>To provide consultant for school legislation services 2023/2024 fiscal year.</td>
<td>Business Services</td>
<td>July 1, 2023 - June 30, 2024</td>
<td>Contract amount: $4,500.00</td>
<td>Funding source: General Fund</td>
</tr>
</tbody>
</table>

### CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT

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<thead>
<tr>
<th>Contract Number</th>
<th>Company Name</th>
<th>Description</th>
<th>Submitted by</th>
<th>Duration of Agreement</th>
<th>Contract Amount</th>
<th>Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>CIIS-2223-165</td>
<td>Design Science Inc.</td>
<td>To provide school site license MathType for office tools.</td>
<td>Chino HS</td>
<td>May 23, 2023 - May 22, 2024</td>
<td>Contract amount: $1,000.00</td>
<td>Funding source: Title 1</td>
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<tr>
<td>CIIS-2223-166</td>
<td>806 Technologies, Inc.</td>
<td>To provide software to support compliance documentation related to categorical programs.</td>
<td>Access &amp; Equity</td>
<td>June 16, 2023 - June 30, 2024</td>
<td>Contract amount: $19,250.00</td>
<td>Funding source: Title 1</td>
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<tr>
<td>CIIS-2324-071</td>
<td>School Portraits by Adams Photography, Inc.</td>
<td>To provide software access for yearbook creation and printing of yearbooks.</td>
<td>Woodcrest JHS</td>
<td>July 1, 2023 - June 1, 2025</td>
<td>Contract amount: $4,000.00</td>
<td>Funding source: ASB/USB/PEP/PFA/PTA/Boosters</td>
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<tr>
<td>CIIS-2324-072</td>
<td>The Stepping Stones Group, LLC.</td>
<td>To provide contracted RN and LVN services.</td>
<td>Health Services</td>
<td>July 1, 2023 - June 30, 2024</td>
<td>Contract amount: $500,000.00</td>
<td>Funding source: ELOP</td>
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<tr>
<td>CIIS-2324-073</td>
<td>Point Quest Pediatric Therapies, LLC.</td>
<td>To provide BIP staff, nursing, SLP, OT, physical therapy, psychologists, and APE.</td>
<td>Special Education</td>
<td>July 1, 2023 - June 30, 2024</td>
<td>Contract amount: Per Rate Sheet</td>
<td>Funding source: Special Education</td>
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<tr>
<td>CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT</td>
<td>FISCAL IMPACT</td>
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<tr>
<td>CIIS-2324-074 Pacific Coast Speech Services, LLC.</td>
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<tr>
<td>To provide speech and language pathology services.</td>
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<td>Submitted by: Special Education</td>
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<tr>
<td>Funding source: Special Education</td>
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<td>CIIS-2324-075 Finalsite.</td>
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<tr>
<td>To provide website and content management system software, 5-year contract (5) annual payments.</td>
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<td>Contract amount: $291,405.00</td>
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<tr>
<td>CIIS-2324-076 Great Artist Program.</td>
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<td>To provide online art lessons.</td>
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<td>Submitted by: Anna Borba ES</td>
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<td>CIIS-2324-077 StudentNest, Inc.</td>
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<tr>
<td>To provide tutoring services for McKinney-Vento homeless and unaccompanied youth.</td>
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<tr>
<td>Submitted by: Health Services/CARE Program</td>
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<td>Duration of Agreement: July 1, 2023 - June 30, 2024</td>
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<td>CIIS-2324-078 City of Chino.</td>
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<tr>
<td>To provide case management &amp; counseling support services for homeless &amp; unaccompanied youth.</td>
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<td>CIIS-2324-079 DocuSign, Inc.</td>
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<td>To provide software/services for eSignature.</td>
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<td>Submitted by: Alternative Education Center</td>
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<td>Duration of Agreement: August 1, 2023 - June 30, 2024</td>
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<td>CIIS-2324-080 Imagine Learning LLC.</td>
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<td>To provide software licenses for online curriculum for full time elementary students.</td>
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<td>Duration of Agreement: August 1, 2023 - July 31, 2025</td>
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<td>Contract amount: $312,300.00</td>
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<td>CIIS-2324-081 Imagine Learning LLC.</td>
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<td>To provide software licenses for online curriculum grades 6-12.</td>
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<td>Submitted by: Alternative Education Center</td>
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<td>Duration of Agreement: July 1, 2023 - June 30, 2025</td>
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<td>Contract amount: $323,271.00</td>
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<td>CIIS-2324-082 CI Solutions.</td>
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<td>To provide service agreement for CI badge software, AEC student ID cards.</td>
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<td>Duration of Agreement: July 1, 2023 - June 30, 2024</td>
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<td>Contract amount: $1,062.00</td>
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<tr>
<td>CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT</td>
<td>FISCAL IMPACT</td>
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</tbody>
</table>
| **CIIS-2324-083 HopSkipDrive, Inc.**  
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 |
| **CIIS-2324-084 HopSkipDrive, Inc.**  
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 |
| **CIIS-2324-085 Nuestra Escuelita Spanish Academy.**  
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 |
| **CIIS-2324-086 MCT Technology, Inc.**  
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 |
| **CIIS-2324-087 DeltaMath Solutions Inc.**  
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 |
| **CIIS-2324-088 K-12 Insight Survey.**  
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 |
| **CIIS-2324-089 Paper Education Company Inc.**  
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 |
| **CIIS-2324-090 City of Chino.**  
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 |
| **CIIS-2324-091 City of Chino.**  
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 |
<table>
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<tr>
<th>CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT</th>
<th>FISCAL IMPACT</th>
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<tr>
<td>CIIS-2324-092 Pearson Virtual Schools USA.</td>
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<tr>
<td>To provide software licenses for online curriculum.</td>
<td>Contract amount: $31,125.00</td>
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<td>Submitted by: Alternative Education Center</td>
<td>Funding source: School Site Budget</td>
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<td>Duration of Agreement: July 1, 2023 - June 30, 2024</td>
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<tr>
<td>CIIS-2324-093 City of Chino.</td>
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<tr>
<td>To provide case management support services for District students &amp; families via family resource center.</td>
<td>Contract amount: $375,000.00</td>
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<tr>
<td>Submitted by: Health Services/HOPE Program</td>
<td>Funding source: LCAP</td>
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<td>CIIS-2324-094 Cengage Learning, Inc.</td>
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<tr>
<td>To provide 3-year renewal for Big Ideas Math digital subscription.</td>
<td>Contract amount: $142,309.44</td>
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<td>Submitted by: Secondary Curriculum</td>
<td>Funding source: LCAP</td>
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<td>CIIS-2324-095 Erin Oeth LLC</td>
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<td>To provide module creation, revisions, enhancement for CDE Homeless Innovation Program (HIP).</td>
<td>Contract amount: $53,500.00</td>
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<td>Submitted by: Health Services/MV HIP Program</td>
<td>Funding source: CDE Grant</td>
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<td>Duration of Agreement: July 1, 2023 - June 30, 2024</td>
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<tr>
<td>CIIS-2324-096 Claremont Counseling &amp; Support Center, A Psychological Corp. dba Chino Hills Counseling</td>
<td>Contract amount: $225,000.00</td>
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<tr>
<td>To provide mental health support, professional development, and family engagement.</td>
<td>Funding source: CSI</td>
</tr>
<tr>
<td>Submitted by: Access &amp; Equity</td>
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<tr>
<td>Duration of Agreement: August 7, 2023 - May 23, 2024</td>
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<tr>
<td>CIIS-2324-097 Committee for Children</td>
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<td>To provide curriculum license expansion for CVUSD.</td>
<td>Contract amount: $77,084.78</td>
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<td>Submitted by: Health Services</td>
<td>Funding source: LCAP</td>
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<td>Duration of Agreement: July 1, 2023 - July 31, 2026</td>
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<thead>
<tr>
<th>FACILITIES, PLANNING, AND OPERATIONS</th>
<th>FISCAL IMPACT</th>
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<tr>
<td>F-2324-021 TYR Inc.</td>
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<td>To provide DSA Inspector of Record services.</td>
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<td>Funding source: Various</td>
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<td>Duration of Agreement: July 1, 2023 - June 30, 2026</td>
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<td>F-2324-022 Brandon Petrunio &amp; Associates, Inc.</td>
<td>Contract amount: Per Rate Sheet</td>
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<tr>
<td>To provide landscape architectural services.</td>
<td>Funding source: General Fund</td>
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<tr>
<td>Submitted by: Facilities, Planning, and Operations</td>
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<tr>
<td>Duration of Agreement: July 1, 2023 - June 30, 2026</td>
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<td>FACILITIES, PLANNING, AND OPERATIONS</td>
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</tr>
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<td>---------------------------------------</td>
<td>--------------</td>
</tr>
</tbody>
</table>
| **F-2324-023 Class Leasing, LLC**     | Contract amount: $19,440.00  
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 | Funding source: Capital Facilities Fund |
| **F-2324-024 Time and Alarm Systems** | Contract amount: $26,552.00  
To provide district-wide fire and security alarm monitoring services.  
Submitted by: Maintenance & Operations  
Duration of Agreement: July 1, 2023 - June 30, 2024 | Funding source: General Fund |
| **F-2324-025 Plant's Choice, Inc.**   | Contract amount: Per Rate Sheet  
To provide district-wide mulching service.  
Submitted by: Maintenance & Operations  
Duration of Agreement: July 1, 2023 - June 30, 2024 | Funding source: General Fund |
| **F-2324-026 Pest Options Inc.**      | Contract amount: Per Rate Sheet  
To provide weed control and prevention.  
Submitted by: Maintenance & Operations  
Duration of Agreement: July 1, 2023 - June 30, 2024 | Funding source: General Fund |
| **F-2324-027 TK Elevator Corporation**| Contract amount: Per Rate Sheet  
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 | Funding source: General Fund |
| **F-2324-028 Time and Alarm Systems**| Contract amount: $600.00  
To provide software and support for district-wide security alarm systems.  
Submitted by: Maintenance & Operations  
Duration of Agreement: July 1, 2023 - June 30, 2024 | Funding source: General Fund |
| **F-2324-029 Time and Alarm Systems**| Contract amount: $8,513.00  
To provide software and support for district-wide keyless access systems.  
Submitted by: Maintenance & Operations  
Duration of Agreement: July 1, 2023 - June 30, 2024 | Funding source: General Fund |
| **F-2324-030 Davis Demographics MGT, LLC** | Contract amount: $85,000.00  
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 | Funding source: Capital Facilities Fund 25 |

<table>
<thead>
<tr>
<th>HUMAN RESOURCES</th>
<th>FISCAL IMPACT</th>
</tr>
</thead>
</table>
| **HR-2324-002 Community Matters, Inc.** | Contract amount: $71,200.00  
To provide Safe School Ambassador training and support.  
Submitted by: Risk Management  
Duration of Agreement: July 1, 2023 - June 30, 2024 | Funding source: LCAP |
<table>
<thead>
<tr>
<th>HUMAN RESOURCES</th>
<th>FISCAL IMPACT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>HR-2324-003 Keenan &amp; Associates</strong></td>
<td></td>
</tr>
<tr>
<td>To provide run-off claims administration agreement.</td>
<td>Contract amount: $6,000.00</td>
</tr>
<tr>
<td>Submitted by: Risk Management</td>
<td>Funding source: General Fund</td>
</tr>
<tr>
<td>Duration of Agreement: July 1, 2023 - June 30, 2024</td>
<td></td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>School Site/Department</th>
<th>ANNA BORBA ELEMENTARY</th>
<th>Date Submitted:</th>
<th>2/17/2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Contact &amp; Extension</td>
<td>BELLE RAMIREZ X 8475</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Adobe E-signature is acceptable

Technology Review: [Signature]

THIS FORM MUST BE TYPED

<table>
<thead>
<tr>
<th>Description</th>
<th>Model #</th>
<th>Serial #</th>
<th>CVUSD Asset Tag</th>
<th>Good Working Condition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Computer Equipment</td>
<td>1645</td>
<td>078670751652</td>
<td>47295</td>
<td>✓</td>
</tr>
<tr>
<td>Computer Equipment</td>
<td>1645</td>
<td>078432451652</td>
<td>47336</td>
<td>✓</td>
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<tr>
<td>Computer Equipment</td>
<td>1645</td>
<td>078681551652</td>
<td>47297</td>
<td>✓</td>
</tr>
<tr>
<td>Computer Equipment</td>
<td>1645</td>
<td>078644651652</td>
<td>47337</td>
<td>✓</td>
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<tr>
<td>Computer Equipment</td>
<td>1645</td>
<td>078589551652</td>
<td>47296</td>
<td>✓</td>
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<tr>
<td>Computer Equipment</td>
<td>1645</td>
<td>078326251652</td>
<td>47338</td>
<td>✓</td>
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<tr>
<td>Computer Equipment</td>
<td>1645</td>
<td>078597651652</td>
<td>47345</td>
<td>✓</td>
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<tr>
<td>Computer Equipment</td>
<td>1645</td>
<td>078573551652</td>
<td>47346</td>
<td>✓</td>
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<tr>
<td>Computer Equipment</td>
<td>1645</td>
<td>078585251652</td>
<td>47298</td>
<td>✓</td>
</tr>
<tr>
<td>Computer Equipment</td>
<td>WAP54G</td>
<td>MDG105802826</td>
<td></td>
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<tr>
<td>Computer Equipment</td>
<td>S2500-48P</td>
<td>B20011257</td>
<td>49577</td>
<td>✓</td>
</tr>
<tr>
<td>Computer Equipment</td>
<td>EMP-83H</td>
<td>KM3F8Y3820L</td>
<td>29617</td>
<td>✓</td>
</tr>
<tr>
<td>Computer Equipment</td>
<td>EMP-83</td>
<td>JXIF795621L</td>
<td>25534</td>
<td>✓</td>
</tr>
<tr>
<td>Computer Equipment</td>
<td>EMP-83H</td>
<td>KM3F8Y3400L</td>
<td>29622</td>
<td>✓</td>
</tr>
<tr>
<td>Office Equipment</td>
<td>Speaker</td>
<td>Click or tap here to enter text.</td>
<td>Click or tap here to enter text.</td>
<td>✓</td>
</tr>
<tr>
<td>Office Equipment</td>
<td>Speaker</td>
<td>Click or tap here to enter text.</td>
<td>Click or tap here to enter text.</td>
<td>✓</td>
</tr>
<tr>
<td>Office Equipment</td>
<td>SK-2120</td>
<td>Click or tap here to enter text.</td>
<td>Keyboard</td>
<td>✓</td>
</tr>
<tr>
<td>Office Equipment</td>
<td>SK-2060</td>
<td>CNN81206E9</td>
<td>Keyboard</td>
<td>✓</td>
</tr>
<tr>
<td>Computer Equipment</td>
<td>Computer</td>
<td>4LYPHH2</td>
<td>56600</td>
<td>✓</td>
</tr>
<tr>
<td>Computer Equipment</td>
<td>Computer</td>
<td>4LZPHH2</td>
<td>56594</td>
<td>✓</td>
</tr>
</tbody>
</table>

Rev. 11/1/2022

Submit the completed form via email to Anna_Hamilton@chino.k12.ca.us, Purchasing Department.

June 15, 2023
Page 100
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. 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 (*)..

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<tr>
<th>School Site/Department</th>
<th>ANNA BORBA ELEMENTARY</th>
<th>Date Submitted:</th>
<th>2/17/2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Contact &amp; Extension</td>
<td>BELLE RAMIREZ X 8475</td>
<td></td>
<td></td>
</tr>
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</table>

Adobe E-signature is acceptable

Technology Review:  

**THIS FORM MUST BE TYPED**

<table>
<thead>
<tr>
<th>Description</th>
<th>Model #</th>
<th>Serial #</th>
<th>CVUSD Asset Tag</th>
<th>Good Working Condition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Computer Equipment</td>
<td>P2213t</td>
<td>CN-OFJ44J-74445-494-B1FM</td>
<td>Click or tap here to enter text.</td>
<td>✓</td>
</tr>
<tr>
<td>Computer Equipment</td>
<td>P221HHb</td>
<td>CN-OKW14V-74261-51G-7CUB</td>
<td>Click or tap here to enter text.</td>
<td>❌</td>
</tr>
<tr>
<td>Computer Equipment</td>
<td>AX510</td>
<td>Click or tap here to enter text.</td>
<td>Click or tap here to enter text.</td>
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</tr>
<tr>
<td>Computer Equipment</td>
<td>1800BJ2</td>
<td>80093934</td>
<td>Projector</td>
<td></td>
</tr>
<tr>
<td>Health Services</td>
<td>Wheelchair</td>
<td>Click or tap here to enter text.</td>
<td>Click or tap here to enter text.</td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td>Lunch cart</td>
<td>Click or tap here to enter text.</td>
<td>Click or tap here to enter text.</td>
<td>✓</td>
</tr>
</tbody>
</table>

Rev. 11/1/2022

*Submit the completed form via email to Anna_Hamilton@chino.k12.ca.us, Purchasing Department.*

June 15, 2023
Page 101
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<table>
<thead>
<tr>
<th>School Site/Department</th>
<th>Eagle Canyon</th>
<th>Date Submitted: May 17th, 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Contact &amp; Extension</td>
<td>Michelle Chavez, ext 8100</td>
<td>Adobe E-signature is acceptable</td>
</tr>
</tbody>
</table>

**Department Head/Principal Approval:**

**Technology Review:**

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**THIS FORM MUST BE TYPED**

<table>
<thead>
<tr>
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<th>Model #</th>
<th>Serial #</th>
<th>CVUSD Asset Tag</th>
<th>Good Working Condition</th>
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<tbody>
<tr>
<td>Computer Equipment</td>
<td>Chromebook 5190</td>
<td>312-RM32-CB02</td>
<td>82056</td>
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<tr>
<td>Computer Equipment</td>
<td>Chromebook 5190</td>
<td>312-RM32-CB03</td>
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<tr>
<td>Computer Equipment</td>
<td>Chromebook 5190</td>
<td>312-RM32-CB01</td>
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<tr>
<td>Computer Equipment</td>
<td>Chromebook 11 3189</td>
<td>CHN4WT2</td>
<td>74723</td>
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</tr>
<tr>
<td>Computer Equipment</td>
<td>Dell Monitor</td>
<td>CN-0FJ44J-74445-469-DABS</td>
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</tr>
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</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Model #</th>
<th>Serial #</th>
<th>CVUSD Asset Tag</th>
<th>Good Working Condition</th>
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</thead>
<tbody>
<tr>
<td>Choose an item.</td>
<td>Click or tap here to enter text.</td>
<td>Click or tap here to enter text.</td>
<td>Click or tap here to enter text.</td>
<td>□</td>
</tr>
<tr>
<td>Choose an item.</td>
<td>Click or tap here to enter text.</td>
<td>Click or tap here to enter text.</td>
<td>Click or tap here to enter text.</td>
<td>□</td>
</tr>
<tr>
<td>Choose an item.</td>
<td>Click or tap here to enter text.</td>
<td>Click or tap here to enter text.</td>
<td>Click or tap here to enter text.</td>
<td>□</td>
</tr>
<tr>
<td>Choose an item.</td>
<td>Click or tap here to enter text.</td>
<td>Click or tap here to enter text.</td>
<td>Click or tap here to enter text.</td>
<td>□</td>
</tr>
</tbody>
</table>

Rev. 11/1/2022

Submit the completed form via email to Anna_Hamilton@chino.k12.ca.us, Purchasing Department.
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. 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.

<table>
<thead>
<tr>
<th>Site Contact</th>
<th>Patricia Custodio/ Marion Henderson</th>
<th>Date Submitted:</th>
<th>5/22/23</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone</td>
<td>Ext. 8600</td>
<td></td>
<td>Board Approval</td>
</tr>
</tbody>
</table>

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

**PLEASE TYPE**

<table>
<thead>
<tr>
<th>Description</th>
<th>Model #</th>
<th>Serial #</th>
<th>CVUSD Asset Tag</th>
<th>Working or Non-Working</th>
<th>Site</th>
</tr>
</thead>
<tbody>
<tr>
<td>Computer</td>
<td>Optiplex 3020</td>
<td></td>
<td>46885</td>
<td>Non-working</td>
<td>Levi Dickey</td>
</tr>
<tr>
<td>Computer</td>
<td></td>
<td></td>
<td>46883</td>
<td>Non-working</td>
<td>Levi Dickey</td>
</tr>
<tr>
<td>Computer</td>
<td></td>
<td></td>
<td>46889</td>
<td>Non-working</td>
<td>Levi Dickey</td>
</tr>
<tr>
<td>Computer</td>
<td></td>
<td></td>
<td>46892</td>
<td>Non-working</td>
<td>Levi Dickey</td>
</tr>
<tr>
<td>Computer</td>
<td></td>
<td></td>
<td>46891</td>
<td>Non-working</td>
<td>Levi Dickey</td>
</tr>
<tr>
<td>Computer</td>
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<td></td>
<td>46890</td>
<td>Non-working</td>
<td>Levi Dickey</td>
</tr>
<tr>
<td>Computer</td>
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<td></td>
<td>46887</td>
<td>Non-working</td>
<td>Levi Dickey</td>
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<tr>
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<td>46884</td>
<td>Non-working</td>
<td>Levi Dickey</td>
</tr>
<tr>
<td>Computer</td>
<td></td>
<td></td>
<td>46886</td>
<td>Non-working</td>
<td>Levi Dickey</td>
</tr>
<tr>
<td>Smart Board x 11</td>
<td>Optiplex 780</td>
<td></td>
<td>34476</td>
<td>Non-working</td>
<td>Levi Dickey</td>
</tr>
<tr>
<td>Computer</td>
<td></td>
<td></td>
<td>No tag</td>
<td>unknown</td>
<td>Levi Dickey</td>
</tr>
<tr>
<td>Redcat</td>
<td></td>
<td></td>
<td>41966</td>
<td>Non-working</td>
<td>Levi Dickey</td>
</tr>
<tr>
<td>Monitor</td>
<td>CN-OTP219-64180-78L-7RBL</td>
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<td>unknown</td>
<td>Levi Dickey</td>
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</tr>
<tr>
<td>Monitor</td>
<td>CN-OCT730C-71623-95J-5553</td>
<td>No tag</td>
<td>unknown</td>
<td>Levi Dickey</td>
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<tr>
<td>Monitor</td>
<td>CN-OCT730C-71623-95J-5611</td>
<td>No tag</td>
<td>unknown</td>
<td>Levi Dickey</td>
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<tr>
<td>Monitor</td>
<td>CN-OCT730C-71623-95J-5549</td>
<td>No tag</td>
<td>unknown</td>
<td>Levi Dickey</td>
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Rev. 2/9/2018

Submit the completed form via email to Patty.Wolfe@chino.k12.ca.us, Facilities/Planning.
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. 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 (*).

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**THIS FORM MUST BE TYPED**

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Rev. 11/1/2022

Submit the completed form via email to Anna_Hamilton@chino.k12.ca.us, Purchasing Department.

June 15, 2023
Page 104
## CHINO VALLEY UNIFIED SCHOOL DISTRICT
### WOODCREST - ARUBA AP LIST
#### SURPLUS/OBSOLETE EQUIPMENT LIST

<table>
<thead>
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Surplus equipment that is not publically sold, will be disposed of by Purchasing.

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

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Rev. 4/28/2021 agh

Submit the completed form via email to Patty_Wolfe@chino.k12.ca.us, Facilities/Planning.
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 approved form to 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. A work order should be submitted via School Dude for surplus to be scheduled for pick up.

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

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<thead>
<tr>
<th>Site Contact</th>
<th>Nora Purell</th>
<th>Date Submitted:</th>
<th>5/26/23</th>
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<tr>
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Items over $500 and purchased with Program Improvement Funds should be marked with an asterisk (*).

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Rev. 4/28/2021 agh
Submit the completed form via email to Patty.Wolfe@chino.k12.ca.us, Facilities/Planning.
CHINO VALLEY UNIFIED SCHOOL DISTRICT
SURPLUS / OBSOLETE EQUIPMENT LIST

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**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, 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.

*Rev. 4/28/2021 agh*

*Submit the completed form via email to Patty_Wolfe@chino.k12.ca.us, Facilities/Planning.*
CHINO VALLEY UNIFIED SCHOOL DISTRICT
SURPLUS / OBSOLETE EQUIPMENT LIST

<table>
<thead>
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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:
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   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, 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.
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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.

Rev. 4/28/2021
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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 condition. When the form has been completed and signed, KEEP A COPY, and forward the approved form to 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 (*).

<table>
<thead>
<tr>
<th>School Site/Department</th>
<th>ANNA BORBA ELEMENTARY</th>
<th>Date Submitted:</th>
<th>2/17/2023</th>
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<tbody>
<tr>
<td>Site Contact &amp; Extension</td>
<td>BELLE RAMIREZ X 8475</td>
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Adobe E-signature is acceptable

<table>
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<tr>
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**THIS FORM MUST BE TYPED**

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<th>Model #</th>
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Rev. 11/1/2022

Submit the completed form via email to Anna_Hamilton@chino.k12.ca.us, Purchasing Department.
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. 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 (*).

<table>
<thead>
<tr>
<th>School Site/Department</th>
<th>ANNA BORBA ELEMENTARY</th>
<th>Date Submitted:</th>
<th>2/17/2023</th>
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<tr>
<td>Site Contact &amp; Extension</td>
<td>BELLE RAMIREZ X 8475</td>
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Adobe E-signature is acceptable

Technology Review:

**THIS FORM MUST BE TYPED**

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Rev. 11/1/2022

Submit the completed form via email to Anna_Hamilton@chino.k12.ca.us, Purchasing Department.

June 15, 2023
Page 113
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. 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.

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Date: 5/31/23

Principal

Rev. 2/9/2018agh
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Date: 5/23/23

Principal

Rev. 2/9/2018

Submit the completed form via email to Patty_Wolfe@chino.k12.ca.us, Facilities/Planning.
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. 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 (*).

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Adobe E-signature is acceptable

Department Head/Principal Approval: [Signature]

Technology Review:

THIS FORM MUST BE TYPED

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Choose an item.

Choose an item.

Choose an item.

Submit the completed form via email to Anna_Hamilton@chino.k12.ca.us, Purchasing Department.
CHINO VALLEY UNIFIED SCHOOL DISTRICT
SURPLUS / OBSOLETE EQUIPMENT LIST

Submit the completed form via email to Anna_Hamilton@chino.k12.ca.us, Purchasing Department.

CHINO VALLEY UNIFIED SCHOOL DISTRICT
SURPLUS / OBSOLETE EQUIPMENT LIST

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<td>Click or tap here to enter text.</td>
<td>☐</td>
</tr>
</tbody>
</table>

**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, 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.

**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 for instructions on how to proceed with this request. *(Education Code 60510.5)*

Rev. 11/1/2022

*Submit the completed form via email to Anna_Hamilton@chino.k12.ca.us, Purchasing Department.*
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 (*).

<table>
<thead>
<tr>
<th>School Site/Department</th>
<th>Glenmeade Elementary</th>
<th>Date Submitted:</th>
<th>June 2, 2023</th>
<th>Site Contact &amp; Extension</th>
<th>Kyle Valles ext: 8575</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department Head/Principal Approval:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technology Review:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**THIS FORM MUST BE TYPED**

<table>
<thead>
<tr>
<th>Description</th>
<th>Model #</th>
<th>Serial #</th>
<th>CVUSD Asset Tag</th>
<th>Good Working Condition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Computer Equipment</td>
<td>HA03A – Epson Projector</td>
<td>X8C13000854</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Computer Equipment</td>
<td>H688A – Epson Projector</td>
<td>VTFK5100533</td>
<td>47118</td>
<td></td>
</tr>
<tr>
<td>Computer Equipment</td>
<td>EMP-83H – Epson Projector</td>
<td>KM3F825151L</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Computer Equipment</td>
<td>EMP-83H – Epson Projector</td>
<td>KM3F825405L</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Office Equipment</td>
<td>90115-Eco Punch 3 hole Punch</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Office Equipment</td>
<td>Signature – 3 Hole Punch (Black)</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Office Equipment</td>
<td>Signature – 3 hole punch (silver)</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Computer Equipment</td>
<td>KB212-B – Dell Keyboard</td>
<td>CN04G48171616-36K-06S1-A00</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Computer Equipment</td>
<td>SK-2025 – HP Keyboard</td>
<td>BDMGH0C79P7ACCW</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Office Equipment</td>
<td>Martin Yale Letter Folder</td>
<td>NA</td>
<td>36823</td>
<td></td>
</tr>
<tr>
<td>Computer Equipment</td>
<td>TT-02 – Document Camera</td>
<td>902708</td>
<td>24595</td>
<td></td>
</tr>
<tr>
<td>Computer Equipment</td>
<td>REV-A01 – Dell Monitor</td>
<td>CN0KG49T7426137F1U8U</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Computer Equipment</td>
<td>Laserjet 4050TN – Xerox Printer</td>
<td>N/A</td>
<td>02467</td>
<td></td>
</tr>
<tr>
<td>Computer Equipment</td>
<td>2055dn – HP Laserjet</td>
<td>JPBF944778</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>Model #</td>
<td>Serial #</td>
<td>CVUSD Asset Tag</td>
<td>Good Working Condition</td>
</tr>
<tr>
<td>-------------</td>
<td>---------</td>
<td>----------</td>
<td>-----------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Computer Equipment</td>
<td>REV-A01 – Dell Monitor</td>
<td>CN0KG49T7426137F1U5U</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Computer Equipment</td>
<td>OptiPlex 3010 – Dell Tower</td>
<td>JJ529Y1</td>
<td>41521</td>
<td></td>
</tr>
<tr>
<td>Computer Equipment</td>
<td>2 Large Speakers</td>
<td>Unknown</td>
<td>Unknown</td>
<td></td>
</tr>
<tr>
<td>Computer Equipment</td>
<td>9-Boden/SHure Sound Boards</td>
<td>Unknown</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Classroom Furniture</td>
<td>Electric Piano - White</td>
<td>Unknown</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Computer Equipment</td>
<td>2 baskets of wires and cords</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

Rev. 11/1/2022

Submit the completed form via email to 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. 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.

<table>
<thead>
<tr>
<th>Site Contact</th>
<th>Gina Alvarado</th>
<th>Date Submitted:</th>
<th>05/31/2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone</td>
<td>(909) 6067540 Ext. 5434</td>
<td>Board Approval</td>
<td></td>
</tr>
</tbody>
</table>

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

**PLEASE TYPE**

<table>
<thead>
<tr>
<th>Description REQUIRED</th>
<th>Model #</th>
<th>Serial #</th>
<th>CVUSD Asset Tag</th>
<th>Working or Non-Working REQUIRED</th>
<th>Site</th>
</tr>
</thead>
<tbody>
<tr>
<td>Computer</td>
<td>Dell</td>
<td>12AB34CD</td>
<td>58821</td>
<td>Non-working</td>
<td></td>
</tr>
<tr>
<td>Printer</td>
<td>Xerox Phaser</td>
<td>GAIL09713S</td>
<td></td>
<td>Non-working</td>
<td></td>
</tr>
<tr>
<td>Laptop</td>
<td>Dell Latitude 2100</td>
<td>00144567955070</td>
<td>31713</td>
<td>Non-working</td>
<td>CHHS</td>
</tr>
<tr>
<td>Laptop</td>
<td>Dell Latitude 2100</td>
<td>00144567406035</td>
<td>31712</td>
<td>Non-working</td>
<td>CHHS</td>
</tr>
<tr>
<td>Laptop</td>
<td>Dell Latitude 2100</td>
<td>00186095639860</td>
<td>34398</td>
<td>Non-working</td>
<td>CHHS</td>
</tr>
<tr>
<td>LCD Projector</td>
<td>EPSON H382A</td>
<td>P94F133463L</td>
<td>38524</td>
<td>Non-working</td>
<td>CHHS</td>
</tr>
<tr>
<td>LCD Projector</td>
<td>EPSON H382A</td>
<td>P94F140750L</td>
<td>38542</td>
<td>Non-working</td>
<td>CHHS</td>
</tr>
<tr>
<td>LCD Projector</td>
<td>EPSON H859a</td>
<td>X4YW0300181</td>
<td>78457</td>
<td>Non-working</td>
<td>CHHS</td>
</tr>
<tr>
<td>Computer</td>
<td>Dell # D08S</td>
<td>TRACKING 00039718457085</td>
<td>46133</td>
<td>Non-working</td>
<td>CHHS</td>
</tr>
<tr>
<td>Computer</td>
<td>Dell # D04S</td>
<td>TRACKING 00186240235635</td>
<td>41692</td>
<td>Non-working</td>
<td>CHHS</td>
</tr>
<tr>
<td>Computer</td>
<td>Dell #D11S</td>
<td>TRACKING 12955880630</td>
<td>56979</td>
<td>Non-working</td>
<td>CHHS</td>
</tr>
<tr>
<td>Computer</td>
<td>Dell #D08S</td>
<td>TRACKING 00039719439847</td>
<td>46971</td>
<td>Non-working</td>
<td>CHHS</td>
</tr>
<tr>
<td>CD stereo</td>
<td>Panasonic RX-D13</td>
<td>WQ18A003196</td>
<td>x4059</td>
<td>Non-working</td>
<td>CHHS</td>
</tr>
<tr>
<td>CD stereo</td>
<td>Panasonic RX-D13</td>
<td>WQ18A003180</td>
<td>12611/X4058</td>
<td>Non-working</td>
<td>CHHS</td>
</tr>
<tr>
<td>LCD Projector</td>
<td>Epson H283A</td>
<td>L5JF8X1355L</td>
<td>x4211</td>
<td>Non-Working</td>
<td>CHHS</td>
</tr>
<tr>
<td>LCD Projector</td>
<td>Epson H283A</td>
<td>L5JF891917L</td>
<td>29161</td>
<td>Non-Working</td>
<td>CHHS</td>
</tr>
<tr>
<td>LCD Projector</td>
<td>Epson H283A</td>
<td>L5JF8X1349L</td>
<td>29119/x4202</td>
<td>Non-Working</td>
<td>CHHS</td>
</tr>
<tr>
<td>LCD Projector</td>
<td>Epson H283A</td>
<td>L5JF8X1339I</td>
<td>29114/x4198</td>
<td>Non-Working</td>
<td>CHHS</td>
</tr>
<tr>
<td>LCD Projector</td>
<td>Epson H283A</td>
<td>L5JF891916L</td>
<td>29156/x4217</td>
<td>Non-Working</td>
<td>CHHS</td>
</tr>
<tr>
<td>LCD Projector</td>
<td>Epson EMP-SS</td>
<td>JWUF819761L</td>
<td>27089/x4186</td>
<td>Non-Working</td>
<td>CHHS</td>
</tr>
<tr>
<td>Renaissance Response</td>
<td>REC-1001</td>
<td>Stock # 205021A</td>
<td>40128</td>
<td>Non-working</td>
<td>CHHS</td>
</tr>
<tr>
<td>Document Camera</td>
<td>P0E3</td>
<td>50177 10020P</td>
<td>x1813</td>
<td>Non-working</td>
<td>CHHS</td>
</tr>
<tr>
<td>Document Camera</td>
<td>P0E7A</td>
<td>5305288900182</td>
<td>x536707</td>
<td>Non-working</td>
<td>CHHS</td>
</tr>
<tr>
<td>Document Camera</td>
<td>P0E3</td>
<td>52185 10020P</td>
<td>x1807</td>
<td>Non-working</td>
<td>CHHS</td>
</tr>
<tr>
<td>Document Camera</td>
<td>P0E3</td>
<td>50175 10020P</td>
<td>x1810</td>
<td>Non-working</td>
<td>CHHS</td>
</tr>
</tbody>
</table>

Rev. 2/9/2018gh

Submit the completed form via email to Patty Wolfe@chino.k12.ca.us, Facilities/Planning.

June 15, 2023
Page 119
<table>
<thead>
<tr>
<th>Document Camera</th>
<th>POE3</th>
<th>55112 10030P</th>
<th>x1814</th>
<th>Non-working</th>
<th>CHHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Document Camera</td>
<td>POH3A</td>
<td>530636460090</td>
<td>x538001/45896</td>
<td>Non-working</td>
<td>CHHS</td>
</tr>
<tr>
<td>Document Camera</td>
<td>POE3</td>
<td>52186 10020P</td>
<td>x1808</td>
<td>Non-working</td>
<td>CHHS</td>
</tr>
<tr>
<td>LCD Projector</td>
<td>EMP-S3</td>
<td>GM9G5X5903F</td>
<td>NO TAG</td>
<td>Non-working</td>
<td>CHHS</td>
</tr>
<tr>
<td>LCD Projector</td>
<td>EMP-83H</td>
<td>KM3F8Y2960L</td>
<td>X7261259</td>
<td>Non-working</td>
<td>CHHS</td>
</tr>
<tr>
<td>LCD Projector</td>
<td>EMP-83H</td>
<td>KM3FOX1823L</td>
<td>34727/X1850</td>
<td>Non-working</td>
<td>CHHS</td>
</tr>
</tbody>
</table>

**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, 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, Facilities/Planning.
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.

<table>
<thead>
<tr>
<th>Original Bid Amount</th>
<th>Approved Change Orders</th>
<th>Total Contract</th>
<th>5% Retention Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$8,712,954.00</td>
<td>$84,226.00</td>
<td>$8,797,180.00</td>
<td>$439,859.00</td>
</tr>
</tbody>
</table>

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
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.

<table>
<thead>
<tr>
<th>Original Bid Amount</th>
<th>Approved Change Orders</th>
<th>Total Contract</th>
<th>5% Retention Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,275,000.00</td>
<td>N/A</td>
<td>$1,275,000.00</td>
<td>$63,750.00</td>
</tr>
</tbody>
</table>

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.
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.

<table>
<thead>
<tr>
<th>Change Order</th>
<th>Contractor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>GBC Concrete and Masonry, Inc.</td>
<td>($112,551.28)</td>
</tr>
</tbody>
</table>

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
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:

Lonnie Herrell
Contractor
Signature
Date 05/16/2023

Kamal Israil
DSA Inspector of Record (if applicable)
Signature
Date 05/16/2023

Robert Lavey
Architect / Engineer (if applicable)
Signature
Date 05/16/2023

Robert Stewart
Construction / Project Manager
Signature
Date

Authorized Department Head (if applicable)
Signature
Date

Director, Technology (if applicable)
Signature
Date

Samuel Sousa
CVUSD Project Manager
Signature
Date

Director, Maintenance & Operations (if applicable)
Signature
Date

Beverly Beemer
Director, Planning (if applicable)
Signature
Date 5/18/2023

Greg Stachura
Owner (Authorized Agent)
Signature
Date 5/18/2023
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.

<table>
<thead>
<tr>
<th>Change Order</th>
<th>Contractor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Star Hardware, Inc.</td>
<td>($21,979.17)</td>
</tr>
</tbody>
</table>

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
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

Kamal Issa
DSA Inspector of Record (if applicable)

Signature 05/12/2023

Robert Lavey
Architect / Engineer (if applicable)

Signature 05/15/2023

Robert Stewart
Construction / Project Manager

Signature 05/11/2023

Authorized Department Head (if applicable)

Signature Date

Director, Technology (if applicable)

Signature Date

Samuel Sousa
CVUSD Project Manager

Signature 5/15/2023

Director, Maintenance & Operations (if applicable)

Signature Date

Beverly Beemer
Director, Planning (if applicable)

Signature Date

Greg Stachura
Owner (Authorized Agent)

Signature Date
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.

<table>
<thead>
<tr>
<th>Change Order</th>
<th>Contractor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>McKernan, Inc.</td>
<td>($46,173.32)</td>
</tr>
</tbody>
</table>

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
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:** District
- **Requested by:** $46,173.32
- **Change in Contract Sum:** 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:

Bryan McKernan
Contractor
Signature
Date 05/11/2023

Kamal Israil
DSA Inspector of Record (if applicable)
Signature
Date 05/12/2023

Robert Lavey
Architect / Engineer (if applicable)
Signature
Date 05/15/2023

Robert Stewart
Construction / Project Manager
Signature
Date 05/11/2023

Authorized Department Head (if applicable)
Signature
Date

Director, Technology (if applicable)
Signature
Date

Samuel Sousa
CVUSD Project Manager
Signature
Date 5/15/2023

Director, Maintenance & Operations (if applicable)
Signature
Date

Beverly Beemer
Director, Planning (if applicable)
Signature
Date 5/18/2023

Greg Stachura
Owner (Authorized Agent)
Signature
Date 5/18/2023
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.

<table>
<thead>
<tr>
<th>Change Order</th>
<th>Contractor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>D&amp;M Painting, Inc.</td>
<td>($73,934.14)</td>
</tr>
</tbody>
</table>

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
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:

<table>
<thead>
<tr>
<th>Position</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor</td>
<td></td>
<td>05/16/2023</td>
</tr>
<tr>
<td>Kamal Israil</td>
<td></td>
<td>05/16/2023</td>
</tr>
<tr>
<td>DSA Inspector of Record (if applicable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Robert Lavey (Architect / Engineer)</td>
<td></td>
<td>05/16/2023</td>
</tr>
<tr>
<td>Robert Stewart (Construction / Project Manager)</td>
<td></td>
<td>05/16/2023</td>
</tr>
<tr>
<td>Authorized Department Head (if applicable)</td>
<td></td>
<td>05/16/2023</td>
</tr>
<tr>
<td>Samuel Sousa (CVUSD Project Manager)</td>
<td></td>
<td>05/16/2023</td>
</tr>
<tr>
<td>Beverly Beemer (Director, Maintenance &amp; Operations)</td>
<td></td>
<td>05/16/2023</td>
</tr>
<tr>
<td>Greg Stachura (Owner, Authorized Agent)</td>
<td></td>
<td>05/16/2023</td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>Change Order</th>
<th>Contractor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Kitcor Corporation</td>
<td>($44,112.60)</td>
</tr>
</tbody>
</table>

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
### Change Order

**Date:** 01/09/2023  
**BID/ CUPCCAA #:** 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

---

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:

<table>
<thead>
<tr>
<th>ITEM NO. 1</th>
<th>Description:</th>
<th>Deductive Change Order For Unused Contract Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Reason:</td>
<td>Contract Complete</td>
</tr>
<tr>
<td></td>
<td>Document Ref:</td>
<td>District</td>
</tr>
<tr>
<td></td>
<td>Requested by:</td>
<td>District</td>
</tr>
<tr>
<td></td>
<td>Change in Contract Sum:</td>
<td>$-44,112.60</td>
</tr>
<tr>
<td></td>
<td>Time Extension:</td>
<td>None</td>
</tr>
</tbody>
</table>

| 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
Contractor
05/11/2023
Signature
Date

Kamal Israil
DSA Inspector of Record (if applicable)
05/12/2023
Signature
Date

Robert Lavey
Architect / Engineer (if applicable)
05/15/2023
Signature
Date

Robert Stewart
Construction / Project Manager
05/11/2023
Signature
Date

Authorized Department Head (if applicable)
Signature
Date

Director, Technology (if applicable)
Signature
Date

Samuel Sousa
CVUSD Project Manager
05/15/2023
Signature
Date

Director, Maintenance & Operations (if applicable)
Signature
Date

Beverly Beemer
Director, Planning (if applicable)
5/18/2023
Signature
Date

Greg Stachura
Owner (Authorized Agent)
5/11/2023
Signature
Date
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.

<table>
<thead>
<tr>
<th>CUPCCAA Project</th>
<th>Project Description</th>
<th>Contractor</th>
<th>Original Quotation</th>
<th>Change Order</th>
<th>Total</th>
<th>Funding Source</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>CC2023-58</td>
<td>Glenmeade ES MPR Sound System Upgrade</td>
<td>Ireland Sound Systems. Inc.</td>
<td>$24,927.70</td>
<td>N/A</td>
<td>$24,927.70</td>
<td>01</td>
<td>May 16, 2023</td>
</tr>
<tr>
<td>CC2023-67</td>
<td>Alternative Education Center HVAC Replacement</td>
<td>Air Tyme A/C &amp; Heating Service, Inc.</td>
<td>$23,870.00</td>
<td>$1,105.00</td>
<td>$24,975.00</td>
<td>01</td>
<td>May 8, 2023</td>
</tr>
<tr>
<td>21-22-19I</td>
<td>Warehouse Refrigerator &amp; Freezer Replacement Project</td>
<td>Wakeco, Inc.</td>
<td>$248,000.00</td>
<td>$20,068.84</td>
<td>$268,068.84</td>
<td>01</td>
<td>April 14, 2023</td>
</tr>
</tbody>
</table>
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.
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 increased/decreased 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  Raymond Macias  5/18/23
Contractor  Signature  Date

N/A  Signature  Date

DSA Inspector of Record (if applicable)  Signature  Date

N/A  Signature  Date

Architect / Engineer (if applicable)  Signature  Date

N/A  Signature  Date

Construction / Project Manager  Signature  Date

N/A  Signature  Date

Authorized Department Head (if applicable)  Signature  Date

N/A  Signature  Date

Director, Technology (if applicable)  Signature  5/18/23

Alex Rivera  Signature  Date
CVUSD Project Manager  5/18/23

Martin Silveira  Signature  Date
Director, Maintenance & Operations (if applicable)  5/18/23

N/A  Signature  Date

Director, Planning (if applicable)  Signature  Date

Greg Stachura  Signature  Date
Owner (Authorized Agent)  5/19/23
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:

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

<table>
<thead>
<tr>
<th>ITEM NO. 2:</th>
<th>Description:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Reason:</td>
</tr>
<tr>
<td></td>
<td>Document Ref:</td>
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<tr>
<td></td>
<td>Requested by:</td>
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<tr>
<td></td>
<td>Change in Contract Sum:</td>
</tr>
<tr>
<td></td>
<td>Time Extension:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ITEM NO. 3:</th>
<th>Description:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Reason:</td>
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<tr>
<td></td>
<td>Document Ref:</td>
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<td></td>
<td>Requested by:</td>
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<tr>
<td></td>
<td>Change in Contract Sum:</td>
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<tr>
<td></td>
<td>Time Extension:</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>ITEM NO. 4:</th>
<th>Description:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Reason:</td>
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<td></td>
<td>Document Ref:</td>
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<td>Requested by:</td>
</tr>
<tr>
<td></td>
<td>Change in Contract Sum:</td>
</tr>
<tr>
<td></td>
<td>Time Extension:</td>
</tr>
</tbody>
</table>
CONTRACT SUMMARY

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

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

APPROVED BY:

Gavin Wakefield  
Contractor – WakeCo Inc  
Signature  
Date

Bob Lovey, AIA, Manoging Partner  
Signature  
Date

Architect / Engineer (if applicable) – PBK Architect  
Signature  
Date

Construction / Project Manager  
Signature  
Date

Authorized Department Head (if applicable)  
Signature  
Date

Director, Technology (if applicable)  
Signature  
Date

Alex Rivera  
CVUSD Project Manager  
Signature  
Date

Martin Silveira  
Director, Maintenance & Operations (if applicable)  
Signature  
Date

Director, Planning (if applicable)  
Signature  
Date

Greg Stachura  
Owner (Authorized Agent)  
Signature  
Date
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 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
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


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:

<table>
<thead>
<tr>
<th>Resolution</th>
<th>Contract</th>
<th>Contractor(s)</th>
<th>Description</th>
<th>Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022/2023-52</td>
<td>California Multiple Award Schedule</td>
<td>EHP Solutions</td>
<td>Information Technology Goods and Services</td>
<td>6/15/2023-6/30/2026</td>
</tr>
<tr>
<td></td>
<td>(CMAS) 3-22-06-1045</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>No. C-234-001</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Resolution</td>
<td>Contract</td>
<td>Contractor(s)</td>
<td>Description</td>
<td>Term</td>
</tr>
<tr>
<td>---------------------</td>
<td>----------</td>
<td>--------------------------------------------------</td>
<td>--------------------------------------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>2022/2023-58</td>
<td>Hesperia Unified School District Bid #22-001</td>
<td>Silver Creek Industries, Inc.</td>
<td>DSA Approved Portables/Modular Buildings</td>
<td>11/1/2022-11/30/2023</td>
</tr>
</tbody>
</table>

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

**RECOMMENDATION**


**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
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 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
Resolution 2022/2023-54

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.

____________________________________
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.

____________________________________
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.

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Bridge</td>
<td></td>
</tr>
<tr>
<td>Cruz</td>
<td></td>
</tr>
<tr>
<td>Monroe</td>
<td></td>
</tr>
<tr>
<td>Na</td>
<td></td>
</tr>
<tr>
<td>Shaw</td>
<td></td>
</tr>
</tbody>
</table>

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
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.  

<table>
<thead>
<tr>
<th>Personnel</th>
<th>Current Hourly Rate</th>
<th>Proposed Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Custodial</td>
<td>$40.00</td>
<td>$48.00</td>
</tr>
<tr>
<td>Maintenance/Grounds</td>
<td>$47.00</td>
<td>$56.00</td>
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<tr>
<td>Electronics Technician</td>
<td>$61.00</td>
<td>$73.00</td>
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<tr>
<td>Food Service Worker (3-hour minimum)</td>
<td>$32.00</td>
<td>$38.00</td>
</tr>
<tr>
<td>Security</td>
<td>$40.00</td>
<td>$48.00</td>
</tr>
<tr>
<td>Maintenance &amp; Operations Supervisors</td>
<td>$50.00</td>
<td>$60.00</td>
</tr>
</tbody>
</table>

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
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

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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”.

<table>
<thead>
<tr>
<th>CLIENT</th>
<th>PACIFICWEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chino Valley Unified School District</td>
<td>PacificWest Energy Solutions, Inc.</td>
</tr>
<tr>
<td>5130 Riverside Drive</td>
<td>9250 Reseda Boulevard #500</td>
</tr>
<tr>
<td>Chino, CA 91710</td>
<td>Northridge, CA 91324</td>
</tr>
</tbody>
</table>

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

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

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promptly reinitiate 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

By: ____________________________
    Gregory Stachura
    Assistant Superintendent,
    Facilities, Planning, & Operations

PACIFICWEST:
PacificWest Energy Solutions, Inc.

By: ____________________________
    Robert Cho
    President
EXHIBIT A  SCOPE OF WORK

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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.

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

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
  o Creation of graphic display for package units and split systems
  o 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.

<table>
<thead>
<tr>
<th>Energy Services</th>
<th>Payment ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Controls</td>
<td>$4,621,153</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Project Milestones</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agreement Execution</td>
<td>6/15/2023</td>
</tr>
<tr>
<td>Project Kick-Off</td>
<td>6/29/2023</td>
</tr>
<tr>
<td>Delivery Start</td>
<td>8/1/2023</td>
</tr>
<tr>
<td>Substantial Completion</td>
<td>2/29/2024</td>
</tr>
<tr>
<td>Final Completion</td>
<td>3/31/2024</td>
</tr>
</tbody>
</table>
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

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:

<table>
<thead>
<tr>
<th>Contractor</th>
<th># of Bids Received</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunset Audio Visual</td>
<td>3</td>
<td>$81,729.00</td>
</tr>
</tbody>
</table>

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
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
<table>
<thead>
<tr>
<th>NAME</th>
<th>POSITION</th>
<th>LOCATION</th>
<th>EFFECTIVE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>BRENES, Isabel</td>
<td>Director</td>
<td>Human Resources</td>
<td>06/09/2023</td>
</tr>
<tr>
<td>COOPER, Jill</td>
<td>Elementary Teacher</td>
<td>Oak Ridge ES</td>
<td>06/01/2023</td>
</tr>
<tr>
<td>ELMASRY, Barbara</td>
<td>Elementary Teacher</td>
<td>Rhodes ES</td>
<td>05/29/2023</td>
</tr>
<tr>
<td>MOORE, Barbara</td>
<td>Special Education Teacher</td>
<td>Chino HS</td>
<td>05/29/2023</td>
</tr>
<tr>
<td>HILD, Deborah</td>
<td>RSP Floater</td>
<td>Special Education</td>
<td>06/30/2023</td>
</tr>
<tr>
<td>COLLINS, Nicolle</td>
<td>Elementary Teacher</td>
<td>Oak Ridge ES</td>
<td>06/07/2023</td>
</tr>
<tr>
<td>ALVIDREZ, Yolanda</td>
<td>Special Education Teacher</td>
<td>Walnut ES</td>
<td>06/30/2023</td>
</tr>
<tr>
<td>FAUCHER, April</td>
<td>Art Teacher</td>
<td>Townsend JHS</td>
<td>06/30/2023</td>
</tr>
<tr>
<td>NG, Vanessa</td>
<td>School Nurse</td>
<td>Health Services</td>
<td>05/26/2023</td>
</tr>
<tr>
<td>KALAU, Brady</td>
<td>Football (B)</td>
<td>Ayala HS</td>
<td>06/05/2023</td>
</tr>
<tr>
<td>MEJIA, Adonai</td>
<td>Band (B)</td>
<td>Ayala HS</td>
<td>06/05/2023</td>
</tr>
<tr>
<td>CANFIELD, Paul</td>
<td>Softball (B)</td>
<td>Chino HS</td>
<td>05/24/2023</td>
</tr>
<tr>
<td>MEJIA, Adonai</td>
<td>Band (B)</td>
<td>Chino HS</td>
<td>06/05/2023</td>
</tr>
<tr>
<td>TUCAY, Tommy</td>
<td>Football (B)</td>
<td>Chino Hills HS</td>
<td>06/02/2023</td>
</tr>
<tr>
<td>BUSTILLOS, Michael</td>
<td>Football (B)</td>
<td>Don Lugo HS</td>
<td>05/31/2023</td>
</tr>
<tr>
<td>CASTRO, Wesley</td>
<td>Football (B)</td>
<td>Don Lugo HS</td>
<td>05/30/2023</td>
</tr>
<tr>
<td>FIERRO, Daniel</td>
<td>Football (B)</td>
<td>Don Lugo HS</td>
<td>05/31/2023</td>
</tr>
<tr>
<td>FIERRO, Nicolas</td>
<td>Football (B)</td>
<td>Don Lugo HS</td>
<td>05/24/2023</td>
</tr>
<tr>
<td>GUTIERREZ, Frank</td>
<td>Football (B)</td>
<td>Don Lugo HS</td>
<td>05/22/2023</td>
</tr>
<tr>
<td>LOPEZ, Gabriel</td>
<td>Football (B)</td>
<td>Don Lugo HS</td>
<td>05/31/2023</td>
</tr>
</tbody>
</table>

### CERTIFICATED PERSONNEL

<table>
<thead>
<tr>
<th>NAME</th>
<th>POSITION</th>
<th>LOCATION</th>
<th>EFFECTIVE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Khatibloo, Nikoo</td>
<td>Child Development Teacher</td>
<td>Child Development</td>
<td>06/08/2023</td>
</tr>
<tr>
<td>nguyen, Amanda</td>
<td>Child Development Teacher</td>
<td>Child Development</td>
<td>06/08/2023</td>
</tr>
</tbody>
</table>
CERTIFICATED PERSONNEL (cont.)

<table>
<thead>
<tr>
<th>NAME</th>
<th>POSITION</th>
<th>LOCATION</th>
<th>EFFECTIVE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>NAME</th>
<th>POSITION</th>
<th>LOCATION</th>
<th>EFFECTIVE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>TROSPER, Cynthia</td>
<td>Elementary Teacher</td>
<td>Cal Aero K-8</td>
<td>07/03/2023</td>
</tr>
<tr>
<td>WAITE, Madison</td>
<td>Elementary Teacher</td>
<td>Cal Aero K-8</td>
<td>07/03/2023</td>
</tr>
<tr>
<td>VISTE, Shaddy</td>
<td>Biology Teacher</td>
<td>BST Academy at Chino HS</td>
<td>07/28/2023</td>
</tr>
<tr>
<td>BARRIOS, Maria</td>
<td>Speech Language Pathologist</td>
<td>Special Education</td>
<td>07/28/2023</td>
</tr>
<tr>
<td>FACCHEINELO, Natalie</td>
<td>Speech Language Pathologist</td>
<td>Special Education</td>
<td>07/28/2023</td>
</tr>
<tr>
<td>HAYGOOD, Nichole</td>
<td>Speech Language Pathologist</td>
<td>Special Education</td>
<td>07/28/2023</td>
</tr>
<tr>
<td>NELSON, Brianna</td>
<td>Speech Language Pathologist</td>
<td>Special Education</td>
<td>07/28/2023</td>
</tr>
<tr>
<td>PORTESI, Miranda</td>
<td>Speech Language Pathologist</td>
<td>Special Education</td>
<td>07/28/2023</td>
</tr>
</tbody>
</table>

RETIEMENT

SOUTHARD, Kelly
Elementary Teacher
Wickman ES
08/01/2023

RESIGNATION

SHIMAKURA-GREEN, Keiko
ESL Teacher
Adult School
08/10/2023

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

<table>
<thead>
<tr>
<th>NAME</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>AGUILAR, Andrea</td>
<td>AGUILAR, Jasmine</td>
<td>AKABORI, Ling</td>
<td></td>
</tr>
<tr>
<td>ALAMILLE HERNANDEZ, Ellen</td>
<td>ALVAREZ, Sherry</td>
<td>ANDERSON, Joanne</td>
<td></td>
</tr>
<tr>
<td>ANDREWS, Erica</td>
<td>ANTUNA, Charles</td>
<td>APODACA, Daisy</td>
<td></td>
</tr>
<tr>
<td>ARAIZA, Solmyra</td>
<td>ARCHIBALD, David</td>
<td>AVALOS, Ariana</td>
<td></td>
</tr>
<tr>
<td>AVILA, Erica</td>
<td>AVILA, Jessica</td>
<td>AYALA, Laura</td>
<td></td>
</tr>
</tbody>
</table>
APPOINTMENT OF CERTIFICATED SUBSTITUTES EFFECTIVE JULY 1, 2023, THROUGH JUNE 30, 2024 (cont.)

AYERS, Melissa  
BAEZAR, Veronica  
BARBOSA, Kaitlynn  
BECERRIL, Alberto  
BHAKTA, Hemali  
BLANK, Charles  
BONDQC, Charlotte  
BRENESS, 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  
CORRAD, 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  
BAEZAR, 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  
HABOUR, Sydney  
HARTE-PARKER, Denise  
HERNANDEZ, Hanna  
HONG, Ah  
HUNTER, Nicole  
IGNACIO, Keana  
JACOBO, Gilberto  
JOHNSON, Blake
APPOINTMENT OF CERTIFICATED SUBSTITUTES EFFECTIVE JULY 1, 2023, THROUGH JUNE 30, 2024 (cont.)

JOHNSON, Jeff
JUAREZ, Julia
KAHN, Lorraine
KREUTZER, Jennifer
LARA, Dianna
LEE, Lauren
LEMOINE, Maurice
LOMASNEY, Michelle
LOPEZ, Rocio
MABRIE, Leilani
MADRID, Hanna
MARQUEZ, Divinity
MAURER, Rachel
MCLEOD, Danielle
MENDEZ, Diana
MEZA, Valerie
MILTON, Carey
MONROE, Melanie
MORALES, Elsa
MORROW, Matthew
NAPOLES, Marianne
NYGREN, Brooke
OLIVER, Veronica
PARKER, Grant
PATTERSON, Julie
PETERSEN, David
POLAND, Michael
PRESCOTT, Desiree
RAMIREZ, Alexis
RAMIREZ, Lidiana
RANEY, Kristen
REYOSO, Mayra
RIGO, Lisa
RODRIGUEZ, Jenny
ROSEREN, Vanessa
SANCHEZ, Blanca
SCHMIDT, Lydia
SHEPHARD, Katelyn
SILVA, Joshua
SMITH, Eugene
SOK, Ashley
SOTO, Edward
TAFT, Ashley

JOHSZ, Elizabeth
JUN, Edward
KLEPPE, Aspen
KUHN, Candace
LARAMIE-MORRIS, Kayla
LEE, Susie
LEW, Jacqueline
LOERA, Jessica
LUSTRO, Sharon
MACKAY, Clinton
MALOUF, Grant
MACKESSY, Linda
MANURUNG, Wendy
MARTINEZ, Roselle
MAYFIELD, Christopher
MCVAY, Zackery
MENDEZ, Ismerai
MILLER, Lucinda
MOORE, Jessica
MORAN, Cynthia
MORTIMER, Kristen
NAVAR, Rebecca
OFFINGA, Rachelle
OSORNIO, Cruz Fernando
PARRA, Maribel
PEREZ, Cristo
PIRES, Betty
PONNALURI, Sirisha
QUINN, Charlotte
RAMIREZ, Christina
RAMIREZ JR, Renan
REHFELDT, Joshua
RICHARD, Teresa
RODRIGUEZ, Alexander
RODRIGUEZ, Juan
SAMAAH, Sandra
SANDS, Carmen
SCHROEDER, Lori
SHIGENAGA, Dana
SILVA, Sheyla
SMOLENSKI, Amy
SOLORIO, Antoinet
SPRATLEY, Charles
TALAMANTE, Jordan

JOW, Richard
JUN, Jung
KNECHT, Jamie
LACHICA, Ezella
LAURIN, Jennifer
LEMOINE, Luisa
LIzarDI, Jonathan
LOPEZ, Destiny
MAAS, Jacquelyn
MARTINEZ HAMILTON, Michael
MATTHEWS, Michelle
MCGRATH, Ana
MEDINA, Marisol
MESERVE, Judith
MILLSAP, Kayli
MONCAYO, Andrew
MORA, Joshua
MORENO SANOVAL, Denise
MUZAFFAR, Dania
NELSON, Alyson
OLGIN, Patricia
OWENS, Jonathan
PASCAL, Louis
PEREZ, Victoria
PITASSI, Rozanna
PRADO, Ah
RAMIREZ, Alexander
RAMIREZ, Kaylee
RAMOS, Destiny
REUTER, Emily
RIGHETTI, Laurel
ROJAS, Edaid
SALAZAR, Tabitha
SCANE, Marjorie
SEUNG, Samuel
SIFUENTES, Gilbert
SIMS, Melvin
SNIDER, Olga
SOSA, Kaitlyn
STRANGELAND, Dennis
TAN, Celine

June 15, 2023
Page 190
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
<table>
<thead>
<tr>
<th>NAME</th>
<th>POSITION</th>
<th>LOCATION</th>
<th>EFFECTIVE DATE</th>
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</thead>
<tbody>
<tr>
<td>MORENO, Marissa</td>
<td>Behavior Intervention Associate (MH)</td>
<td>Special Education</td>
<td>08/01/2023</td>
</tr>
<tr>
<td>FLORES, Erica</td>
<td>Playground Supervisor (GF)</td>
<td>Rhodes ES</td>
<td>08/07/2023</td>
</tr>
<tr>
<td>MARTINEZ, Martha</td>
<td>Paraprofessional II (SELPAP/GF)</td>
<td>Walnut ES</td>
<td>08/07/2023</td>
</tr>
<tr>
<td>LEAL, Ester</td>
<td>Playground Supervisor (GF)</td>
<td>Briggs K-8</td>
<td>08/07/2023</td>
</tr>
<tr>
<td>VAZQUEZ, Adilia</td>
<td>Bilingual Typist Clerk I (C)</td>
<td>Briggs K-8</td>
<td>07/24/2023</td>
</tr>
<tr>
<td>VAZQUEZ, Adilia</td>
<td>School Community Liaison/Bilingual Spanish (C)</td>
<td>Briggs K-8</td>
<td>08/09/2023</td>
</tr>
<tr>
<td>MODI, Supriya</td>
<td>Paraprofessional II (SELPAP/GF)</td>
<td>Woodcrest JHS</td>
<td>08/07/2023</td>
</tr>
<tr>
<td>FIERRO, Nicolas</td>
<td>Paraprofessional II (SELPAP/GF)</td>
<td>Ayala HS</td>
<td>08/07/2023</td>
</tr>
<tr>
<td>TALAMERA, Billy</td>
<td>Security Person (GF)</td>
<td>Ayala HS</td>
<td>08/07/2023</td>
</tr>
<tr>
<td>WHITE, Charles</td>
<td>Security Person (GF)</td>
<td>Ayala HS</td>
<td>08/07/2023</td>
</tr>
<tr>
<td>LOPEZ, Diana</td>
<td>Medical Assistant</td>
<td>Health Services</td>
<td>08/07/2023</td>
</tr>
<tr>
<td>SILVA RODRIGUEZ, Guadalupe</td>
<td>Bilingual Typist Clerk I Spanish (C)</td>
<td>Student Support</td>
<td>06/12/2023</td>
</tr>
<tr>
<td>CASTRO ORTIZ, Petra</td>
<td>Bus Driver (GF)</td>
<td>Transportation</td>
<td>06/12/2023</td>
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<tr>
<td>CORONADO, Edwin</td>
<td>Bus Driver (GF)</td>
<td>Transportation</td>
<td>06/12/2023</td>
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</table>

**CHANGE OF ASSIGNMENT**

<table>
<thead>
<tr>
<th>NAME</th>
<th>FROM: Attendance Clerk (GF)</th>
<th>TO: High School Receptionist (GF)</th>
<th>EFFECTIVE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>REDDEL, Jill</td>
<td>8 hrs./200 work days</td>
<td>8 hrs./200 work days</td>
<td>07/19/2023</td>
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**APPOINTMENT – EXTENDED LEARNING - SUMMER PROGRAM**

<table>
<thead>
<tr>
<th>NAME</th>
<th>POSITION</th>
<th>LOCATION</th>
<th>EFFECTIVE DATE</th>
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</thead>
<tbody>
<tr>
<td>MORA-GONZALEZ, Ivana</td>
<td>Health Technician (C)</td>
<td>Child Development</td>
<td>06/08/2023</td>
</tr>
<tr>
<td>VIGNEAULT, Kimberlee</td>
<td>Health Technician (C)</td>
<td>Child Development</td>
<td>06/08/2023</td>
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<tr>
<td>MANNING, Cassidy</td>
<td>Child Care Specialist (C)</td>
<td>Child Development</td>
<td>06/08/2023</td>
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</tbody>
</table>

**APPOINTMENT - SUPPLEMENTAL INSTRUCTION - SUMMER SCHOOL**

<table>
<thead>
<tr>
<th>NAME</th>
<th>POSITION</th>
<th>LOCATION</th>
<th>EFFECTIVE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANDERSON, Clayton</td>
<td>Paraprofessional I (SS)</td>
<td>Special Education</td>
<td>06/01/2023</td>
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</tbody>
</table>
### Classified Personnel (cont.)

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Location</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basallo, Elijah</td>
<td>Paraprofessional II (SS)</td>
<td>Special Education</td>
<td>06/01/2023</td>
</tr>
<tr>
<td>Bradley, Christy</td>
<td>Paraprofessional II (SS)</td>
<td>Special Education</td>
<td>06/01/2023</td>
</tr>
<tr>
<td>Irwin, Melissa</td>
<td>Paraprofessional II (SS)</td>
<td>Special Education</td>
<td>06/01/2023</td>
</tr>
<tr>
<td>Layaye, Rosalina</td>
<td>Paraprofessional I (SS)</td>
<td>Special Education</td>
<td>06/01/2023</td>
</tr>
<tr>
<td>Martinez, Joanna</td>
<td>Paraprofessional II (SS)</td>
<td>Special Education</td>
<td>06/01/2023</td>
</tr>
<tr>
<td>Vaz, Jill</td>
<td>Paraprofessional I (SS)</td>
<td>Special Education</td>
<td>06/01/2023</td>
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</tbody>
</table>

### Resignation of Position

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Location</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rivera, Kim</td>
<td>Playground Supervisor (GF)</td>
<td>Butterfield Ranch ES</td>
<td>06/01/2023</td>
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</tbody>
</table>

### Release of Probationary Employee Without Prejudice

<table>
<thead>
<tr>
<th>Employee</th>
<th>Effective Date</th>
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<tbody>
<tr>
<td>26305</td>
<td>06/01/2023</td>
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### Resignation

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Location</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Damole, Manuel</td>
<td>Playground Supervisor (GF)</td>
<td>Country Springs ES</td>
<td>05/01/2023</td>
</tr>
<tr>
<td>Viray, Lisa</td>
<td>Playground Supervisor (GF)</td>
<td>Country Springs ES</td>
<td>06/01/2023</td>
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<tr>
<td>Jacobo, Sandra</td>
<td>Nutrition Services Professional (NS)</td>
<td>Litel ES</td>
<td>05/19/2023</td>
</tr>
<tr>
<td>Cervantes, Evangelina</td>
<td>Playground Supervisor (GF)</td>
<td>Rhodes ES</td>
<td>05/29/2023</td>
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<tr>
<td>Cruz, Gina</td>
<td>Nutrition Services Professional (NS)</td>
<td>Rolling Ridge ES</td>
<td>06/01/2023</td>
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<tr>
<td>Mendoza-Garcia, Norma</td>
<td>Playground Supervisor (GF) and Custodian I (GF)</td>
<td>Wickman ES</td>
<td>06/30/2023</td>
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<tr>
<td>Santos, Tania</td>
<td>Playground Supervisor (GF)</td>
<td>Wickman ES</td>
<td>05/24/2023</td>
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<tr>
<td>Lopez, Ashley</td>
<td>Attendance Clerk (GF)</td>
<td>Ayala HS</td>
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### Retirement

<table>
<thead>
<tr>
<th>Name</th>
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<th>Effective Date</th>
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<tbody>
<tr>
<td>Lujan, James</td>
<td>Warehouse Delivery Worker (GF)</td>
<td>Purchasing</td>
<td>06/01/2023</td>
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<tr>
<td>McEntire, Linda</td>
<td>District Purchasing Assistant (GF)</td>
<td>Purchasing</td>
<td>07/01/2023</td>
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### Appointment of Classified Substitutes Effective July 1, 2022, Through June 30, 2023

<table>
<thead>
<tr>
<th>Name</th>
<th>Substitutes</th>
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<tbody>
<tr>
<td>KIM, Bich</td>
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### Appointment of Classified Substitutes Effective July 1, 2023, Through June 30, 2024

<table>
<thead>
<tr>
<th>Name</th>
<th>Substitutes</th>
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<tbody>
<tr>
<td>Adamjee, Shaheen</td>
<td>ARAGON, Gisela ARCOS, Leila</td>
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### APPOINTMENT OF CLASSIFIED SUBSTITUTES EFFECTIVE JULY 1, 2023, THROUGH JUNE 30, 2024 (cont.)

<table>
<thead>
<tr>
<th>AREVALO, Jordyn</th>
<th>ARGUETA, Jose</th>
<th>ARTUKOVICH, Denise</th>
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<tbody>
<tr>
<td>AZERA, Delio</td>
<td>BACA, Tony</td>
<td>BAEZA, Isabella</td>
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<tr>
<td>BAKER, Susana</td>
<td>BANUELOS, Blanca</td>
<td>BARBA, Yexenia</td>
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<tr>
<td>BARNYCH, Savannah</td>
<td>BARTON, Nicole</td>
<td>BECERRIL, Thania</td>
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<tr>
<td>BOYANER, David</td>
<td>BRADY, Savannah</td>
<td>BRANDYBERRY, Lillian</td>
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<tr>
<td>BUCKLEY, Jane</td>
<td>BURCIAGA, Kim</td>
<td>BURKEY, Lisa</td>
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<td>BURTON, Leah</td>
<td>CARDIEL, Brianna</td>
<td>CARDONA, Yolanda</td>
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<td>CHAVEZ, Francine</td>
<td>CHAVEZ-MEJIA, Oscar</td>
<td>COOPER, Kathleen</td>
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<tr>
<td>CORTEZ, Jeannie</td>
<td>CORTEZ, Violeta</td>
<td>CUSITER, Tina</td>
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<td>DANIEL, Lauren</td>
<td>DAVID, Fatima</td>
<td>DELGADO, Christina</td>
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<td>DORADO, Yesina</td>
<td>DRUMMOND, Pamela</td>
<td>DURAN, Andrea</td>
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<tr>
<td>EGGE, Gina</td>
<td>FARAJ, Wansa</td>
<td>FELIX, Gabriel</td>
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<td>FERREIRA, Giovanni</td>
<td>FLORES HIDALGO, Monica</td>
<td>GALICIA, Javier</td>
</tr>
<tr>
<td>GARCIA DE LEON, Soila</td>
<td>GARCIA, Jacqueline</td>
<td>GARDNER, Lisa</td>
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<tr>
<td>GOLDEN, Marta</td>
<td>GONZALES, Daniel</td>
<td>GONZALES, Patrick</td>
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<td>GONZALEZ, Matthew</td>
<td>GRANT, Delisha</td>
<td>GUARACHA, Erma</td>
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<td>GUTIERREZ, Arthur</td>
<td>GUZMAN, Christina</td>
<td>HALEY, Fred</td>
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<td>HERNANDEZ, Gabriella</td>
<td>HERRERA, Alain</td>
<td>HIGUER, Ariana</td>
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<td>HOLIDAY, Joy</td>
<td>HOUDETSANAKIS, Andrea</td>
<td>HUIZAR LUNA, Gloria</td>
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<td>HUTSON, Lauren</td>
<td>JAJIEH, Laura</td>
<td>JAST, Ashley</td>
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<td>JERRY, Jordan</td>
<td>KENNEDY, Cristina</td>
<td>KIM, Bich</td>
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<tr>
<td>LARA, Victor</td>
<td>LARIOS, Edgar</td>
<td>LEAL, Ester</td>
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<tr>
<td>LEE, Olivia</td>
<td>LEE, Poh</td>
<td>LEE, Stephanie</td>
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<td>LIZZARAGO, Krystel</td>
<td>LOPEZ, Andrew</td>
<td>LOPEZ, Juan</td>
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<td>LOPEZ, Lorraine</td>
<td>MABRIE, Leiliani</td>
<td>MACANAS, Maileen</td>
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<tr>
<td>MACIAS-ARIAS, Alba</td>
<td>MAJOWICZ, Martha</td>
<td>MAKORAS, Margaret</td>
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<tr>
<td>MARTINEZ, Leonel</td>
<td>MARTINEZ, Ruby</td>
<td>MCKENDRY, Madison</td>
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<td>MENDOZA DE OCEGUERA, Belen</td>
<td>MENDOZA, Randall</td>
<td>MEZA, Claudia</td>
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<td>MIRANDA, Lorena</td>
<td>MLADOSICH, Andrew</td>
<td>MODI, Supriya</td>
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<td>MOHLMAN, Janice</td>
<td>MONK, Lisa</td>
<td>MONTES, Cynthia</td>
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<td>MORALES, Patricia</td>
<td>MORALEZ, Wendy</td>
<td>MORENO, Rosalie</td>
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<tr>
<td>MUNAKATA, Mia</td>
<td>MUNGUIA, Alexandra</td>
<td>MUNGUIA, Priscilla</td>
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<td>NAGARAJU, Manjulatha</td>
<td>ORODPOUR, Kristi</td>
<td>PALMER, Anne</td>
</tr>
<tr>
<td>PENAFLOR, Angela</td>
<td>PEREZ, Naomi</td>
<td>PETRIE, Phyllis</td>
</tr>
<tr>
<td>PHANBUH, Wandalin</td>
<td>PICKETT, Deanne</td>
<td>PINSKY, Lacy</td>
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<tr>
<td>POINTER, Delphine</td>
<td>PONVANIT, Nithiya</td>
<td>PRESCOTT, Deanna</td>
</tr>
<tr>
<td>PRESCOTT, Joey</td>
<td>PROUDFIT, Linda</td>
<td>QUIROZ, Robert</td>
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<tr>
<td>RANGEL-JIMENEZ, Mariana</td>
<td>REM, Saliying</td>
<td>RESENDENZ, Christian</td>
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<tr>
<td>REVILLA, Eva</td>
<td>REYES, Elsa</td>
<td>REYES, Felipe</td>
</tr>
<tr>
<td>REYES, Janiece</td>
<td>REYNA, Yolanda</td>
<td>RIDEOUT, Xavier</td>
</tr>
<tr>
<td>RIGHETTI, Will</td>
<td>RINCON, Richard</td>
<td>RIVERA, Monica</td>
</tr>
<tr>
<td>ROBLES, Ramiro</td>
<td>ROCHA, Iris</td>
<td>ROMAN, Sydney</td>
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<tr>
<td>ROSALES-ALVAREZ, Ayla</td>
<td>ROSSEN, David</td>
<td>ROUSSEVE, Winter</td>
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<tr>
<td>RUEDA, Larry</td>
<td>SALINAS-MARTINEZ, Irma</td>
<td>SANCHEZ, Maria</td>
</tr>
</tbody>
</table>
APPOINTMENT OF CLASSIFIED SUBSTITUTES EFFECTIVE JULY 1, 2023, THROUGH JUNE 30, 2024

SCHMALTZ, Paige
SCHMITT, Evangelina
SEKI, Margaret
SERRATO, Victoria
SHAH, Sejal
SILVA-RODRIGUEZ, Guadalupe
SLEGERS, 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
WEIRSM, 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
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.
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

(b) 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:
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.

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