



CHINO VALLEY
UNIFIED SCHOOL DISTRICT

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

BOARD OF EDUCATION AGENDA

September 1, 2022

BOARD OF EDUCATION

Donald L. Bridge
Andrew Cruz
Christina Gagnier
James Na
Joe Schaffer

Maya King, Student Representative

—◆—
SUPERINTENDENT

Norm Enfield, Ed.D.

5130 Riverside Drive. Chino. California 91710
www.chino.k12.ca.us

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
District Board Room – 5130 Riverside Drive, Chino, CA 91710
4:15 p.m. – Closed Session • 6:00 p.m. – Regular Meeting
September 1, 2022

AGENDA

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

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

I. OPENING BUSINESS

I.A. CALL TO ORDER – 4:15 P.M.

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

Discussion and possible action (times are approximate):

- a. Conference with Labor Negotiators (Government Code 54957.6): A.C.T. and CSEA negotiations. Agency designated representatives: Isabel Brenes, Sandra Chen, Eric Dahlstrom, and Richard Rideout. (30 minutes)
- b. Public Employee Appointment (Government Code 54957): High School Assistant Principal. (5 minutes)
- c. Public Employee Discipline/Dismissal/Release (Government Code 54957): (25 minutes)
- d. Public Employee Performance Evaluation (Government Code 54957): Superintendent. (45 minutes)

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

1. Report Closed Session Action
2. Pledge of Allegiance

I.C. COMMENTS FROM STUDENT REPRESENTATIVE

I.D. COMMENTS FROM EMPLOYEE REPRESENTATIVES

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

Proceedings of this meeting are recorded.

I.F. CHANGES AND DELETIONS

II. CONSENT

Motion ___ Second ___
Preferential Vote: ___
Vote: Yes ___ No ___

II.A. ADMINISTRATION

II.A.1. Minutes of the August 18, 2022 Regular Meeting

Page 7 Recommend the Board of Education approve the minutes of the August 18, 2022 regular meeting.

II.B. BUSINESS SERVICES

II.B.1. Warrant Register

Page 15 Recommend the Board of Education approve/ratify the warrant register, provided under separate cover.

II.B.2. 2022/2023 Applications to Operate Fundraising Activities and Other Activities for the Benefit of Students

Page 16 Recommend the Bod of Education approve/ratify the 2022/2023 applications to operate fundraising activities and other activities for the benefit of students.

II.B.3. Fundraising Activities

Page 18 Recommend the Board of Education approve/ratify the fundraising activities.

II.B.4. Donations

Page 21 Recommend the Board of Education accept the donations.

II.B.5. Legal Services

Page 23 Recommend the Board of Education approve payment for legal services to the law offices of Margaret A. Chidester & Associates; and Tao Rossini, APC.

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

II.C.1. School Sponsored Trips

Page 24 Recommend the Board of Education approve/ratify the school-sponsored trips for Glenmeade ES; Liberty ES; and Don Lugo HS.

II.C.2. Revision to the 2022/2023 Local Control and Accountability Plan

Page 26 Recommend the Board of Education approve the revision to the 2022/2023 Local Control and Accountability Plan.

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

Page 27 Recommend the Board of Education approve/ratify the purchase order register, provided under separate cover.

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

Page 28 Recommend the Board of Education approve/ratify the Agreements for Contractor/Consultant Services.

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

Page 31 Recommend the Board of Education approve the Notice of Completion for CUPCCAA Projects.

II.D.4. Resolution 2022/2023-12, Authorization to Utilize a Piggyback Contract

Page 32 Recommend the Board of Education adopt Resolution 2022/2023-12, Authorization to Utilize a Piggyback Contract.

II.D.5. Change Order and Notice of Completion for Bid 20-21-05F, Ayala HS Alterations—Phase 3 (BP 03-01)

Page 36 Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 20-21-05F, Ayala HS Alterations—Phase 3 (BP 03-01).

II.D.6. Change Order and Notice of Completion for Bid 20-21-05F, Ayala HS Alterations—Phase 3 (BP 10-01)

Page 40 Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 20-21-05F, Ayala HS Alterations—Phase 3 (BP 10-01).

II.D.7. Change Order and Notice of Completion for Bid 20-21-05F, Ayala HS Alterations—Phase 3 (BP 23-01)

Page 44 Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 20-21-05F, Ayala HS Alterations—Phase 3 (BP 23-01).

II.D.8. Subcontractor Substitution for Bid 22-23-04F, Allegiance Steam Academy Portable Project

Page 48 Recommend the Board of Education authorize Wakeco, Inc.'s request to substitute a subcontractor for Bid 22-23-04F, Allegiance Steam Academy Portable Project.

II.D.9. Rejection of Bid 22-23-11F, Football Scoreboards and Authorization to Re-Bid

Page 49 Recommend the Board of Education reject the bid(s) received for Bid 22-23- 11F, Football Scoreboards and authorize staff to re-bid the project.

II.E. HUMAN RESOURCES

II.E.1. Certificated/Classified Personnel Items

Page 50 Recommend the Board of Education approve/ratify the certificated/classified personnel items.

II.E.2. Student Teaching Agreement with Alliant International University

Page 60 Recommend the Board of Education approve the student teaching agreement with Alliant International University.

<p>III. INFORMATION</p>

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

III.A.1. Revision of Board Policy and Administrative Regulation 5125.1 Students—Release of Directory Information

Page 69 Recommend the Board of Education receive for information the revision of Board Policy and Administrative Regulation 5125.1 Students—Release of Directory Information.

III.A.2. New Board Policy and Administrative Regulation 5145.13 Students—Response to Immigration Enforcement

Page 74 Recommend the Board of Education receive for information new Board Policy and Administrative Regulation 5145.13 Students—Response to Immigration Enforcement.

III.A.3. Revision of Board Policy and Administrative Regulation 5145.7 Students—Sexual Harassment

Page 83 Recommend the Board of Education receive for information the revision of Board Policy and Administrative Regulation 5145.7 Students—Sexual Harassment.

III.A.4. New Administrative Regulation 5145.71 Students—Title IX Sexual Harassment Complaint Procedures

Page 99 Recommend the Board of Education receive for information new Administrative Regulation 5145.71 Students—Title IX Sexual Harassment Complaint Procedures.

III.A.5. Revision of Board Policy 5145.9 Students—Hate-Motivated Behavior

Page 112 Recommend the Board of Education receive for information the revision of Board Policy 5145.9 Students—Hate-Motivated Behavior.

IV. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

V. ADJOURNMENT

Prepared by: Patricia Kaylor, Administrative Secretary, Board of Education
Date posted: September 26, 2022

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
August 18, 2022

MINUTES

I. OPENING BUSINESS

I.A. CALL TO ORDER – 4:35 P.M.

1. Roll Call

President Gagnier called to order the regular meeting of the Board of Education, Thursday, August 18, 2022, at 4:35 p.m. with Bridge, Cruz, Na, Schaffer, and Gagnier present.

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

Ethan Brown; Noah Plynkett; Princesa Barajas; Enrique Barajas; Evangelina Leon; Franklin Peck; and Ken Plynkett addressed the Board.

3. Closed Session

President Gagnier adjourned to closed session at 4:55 p.m. regarding student discipline matters; conference with labor negotiators: A.C.T. and CSEA; public employee appointment: Coordinators, Special Education; elementary school assistant principal; junior high school assistant principal; and high school assistant principal; public employee discipline/dismissal/release; and public employee performance evaluation: Superintendent.

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

1. Report Closed Session Action

President Gagnier reconvened the regular meeting of the Board of Education at 6:24 p.m. with Bridge, Cruz, Na, Schaffer, and Gagnier present.

The Board met in closed session from 4:55 p.m. to 6:18 p.m. regarding student discipline matters; conference with labor negotiators: A.C.T. and CSEA; public employee appointment: Coordinators, Special Education; elementary school assistant principal; junior high school assistant principal; and high school assistant principal; public employee discipline/dismissal/release; and public employee performance evaluation: Superintendent. President Gagnier stated for the record that the Board would reconvene to closed session to complete its closed session business and report actions thereafter as required.

2. Pledge of Allegiance

Led by Don Bridge.

I.C. PRESENTATION

Trinity Lizzarago and Matthew Patuano, Chino Hills HS security officers were recognized for acts of heroism.

I.D. STAFF REPORT

1. Facilities, Planning, and Operations: Measure G Citizens' Oversight Committee 2021/2022 Annual Report

Kevin Cisneroz provided the Measure G Citizens Oversight Committee 2021/2022 Annual Report.

COMMENTS FROM STUDENT REPRESENTATIVE

Maya King spoke about the new Chino HS campus; announced high school football game activities; said Chino HS is having a blood drive on August 31; and expressed thanks for the opportunity to serve as student member on the Board.

I.E. COMMENTS FROM EMPLOYEE REPRESENTATIVES

Brenda Walker, A.C.T. President, thanked District staff, administrators, and school personnel for contributing to a good school year start; spoke about positive energy at school sites; spoke about back-to-school activities; spoke about the need to invest in educators; and spoke about continuing work on successor contract negotiations.

Danny Hernandez, CSEA President, gave further recognition to Trinity Lizzarago; spoke about the start of the new school year; acknowledged staff for efforts and contributions toward a successful school year start; spoke about recently approved Cabinet contract language regarding equity compensation; and requested that Superintendent and Cabinet level salary schedules be returned to the website for public access as other employee groups.

Barbara Bearden, CHAMP President, gave an overview of CHAMP and its purpose; recognized members of the CHAMP executive board; thanked everyone’s efforts for making the District run successfully; and announced that schools will soon host in-person back-to-school nights since 2019.

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

The following individuals addressed the Board: Sharon Duran regarding Chino HS construction; Donna Martinez regarding gender identity agenda within schools; Richard Wales regarding ELO and emergency order; Darice De Guzman regarding special education retention and hiring concerns; Sonja Shaw acknowledged security staff, requested a committee for the special education program, acknowledged Magnolia HS for a pilot program; and Summer Bibb regarding bullying/attendance.

I.G. CHANGES AND DELETIONS

The following changes/deletions were read into the record: III.D.2., Agreements for Contractor/Consultant Services under F-2223-026 Inland Empire Stages, LTD, deleted the end date June 30, 2025, and corrected to read June 30, 2023; under F-2223-027 Visser Bus Services, Inc, contract pulled from the agenda; under F-2223-028 Hot Dogger Tours Inc dba Gold Coast Tours, deleted the end date June 30, 2025, and corrected to read June 30, 2023; under F-2223-029 Transportation Charter Services, contract pulled from the agenda; and under F-2223-030 H & L Charter Co., Inc., contract pulled from the agenda.

II. ACTION

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

II.A.1. Public Hearing Regarding the Sufficiency of Instructional Materials 2022/2023 and Adoption of Resolution 2022/2023-11 for Cal Aero Preserve Academy K through 6

President Gagnier opened the public hearing regarding the Sufficiency of Instructional Materials 2022/2023 and adopt Resolution 2022/2023-11 for Cal Aero Preserve Academy K through 6 at. There were no speakers, and the hearing was closed. Moved (Na) seconded (Bridge) carried unanimously (5-0) to adopt Resolution 2022/2023-11 for Cal Aero Preserve Academy K through 6. Student representative voted yes.

II.B. FACILITIES, PLANNING, AND OPERATIONS**II.B.1. Public Hearing on the Change (Increase) of Statutory Developer Fees (Level 1) and Adoption of Resolution 2022/2023-07 Approving a Change in Statutory School Fees Imposed on New Residential and Commercial /Industrial Construction Pursuant to Education Code 17620 and Government Code 65995**

President Gagnier opened the public hearing at 7:12 p.m. regarding the change of statutory developer fees (Level 1) on residential and commercial/industrial development. There were no speakers, and the hearing was closed at 7:13 p.m. Moved (Cruz) seconded (Bridge) carried unanimously (5-0) to adopt Resolution 2022/2023-07 Approving a Change in Statutory School Fees Imposed on New Residential and Commercial/Industrial Construction Pursuant to Education Code 17620 and Government Code 65995. Student representative voted yes.

III. CONSENT

Joe Schaffer pulled for separate action item III.E.1., and President Gagnier pulled for separate action item III.C.1. related to case 2022/2023-01. Moved (Na) seconded (Cruz) carried unanimously (5-0) to approve the consent items, as amended. Student representative voted yes.

III.A. ADMINISTRATION**III.A.1. Minutes of the July 18, 2022 Regular Meeting**

Approved the minutes of the July 18, 2022 regular meeting.

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

Approved/ratified the warrant register.

III.B.2. 2022/2023 Applications to Operate Fundraising Activities and Other Activities for the Benefit of Students

Approved/ratified the 2022/2023 applications to operate fundraising activities and other activities for the benefit of students.

III.B.3. Fundraising Activities

Approved/ratified the fundraising activities.

III.B.4. Donations

Accepted the donations.

III.B.5. Legal Services

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

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

III.C.1. Student Expulsion Cases 22/23-01 and 22/23-02

Moved (Na) seconded (Cruz) carried unanimously (5-0) to approve student expulsion case 22/23-02; and moved (Schaffer) seconded (Bridge) motion failed (2-3, Cruz, Na, and Gagnier voted no) to approve student expulsion case 22/23-01.

III.C.2. School Sponsored Trips

Approved/ratified the school-sponsored trip for Hidden Trails ES.

III.C.3. Cal Aero Preserve Academy Multi Track Year-Round Student Attendance Calendars for the 2023/2024, 2024/2025, and 2025/2026 School Years

Approved the Cal Aero Preserve Academy Multi Track Year-Round Student Attendance Calendars for the 2023/2024, 2024/2025, and 2025/2026 school years.

III.C.4. Boys Republic HS, Chino Valley Learning Academy, and Chino Valley Adult School Student Attendance Calendars for the 2023/2024, 2024/2025, and 2025/2026 School Years

Approved the Boys Republic HS, Chino Valley Learning Academy, and Chino Valley Adult School Student Attendance Calendars for the 2023/2024, 2024/2025, and 2025/2026 school years.

III.C.5. Adoption of the Master Plan for Multilingual Programs 2022/2023

Approved the adoption the Master Plan for Multilingual Programs 2022/2023.

III.C.6. Revision of Board Policy 6020 Instruction—Parent Involvement

Approved the revision of Board Policy 6020 Instruction—Parent Involvement.

III.C.7. Revision of Board Policy 6174 Instruction—Education for English Learners

Approved the revision of Board Policy 6174 Instruction—Education for English Learners.

III.D. FACILITIES, PLANNING, AND OPERATIONS

III.D.1. Purchase Order Register

Approved/ratified the purchase order register.

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

Approved/ratified the Agreements for Contractor/Consultant Services.

- III.D.3. Notice of Completion for CUPCCAA Projects**
Approved the Notice of Completion for CUPCCAA Projects.
- III.D.4. Change Order and Notice of Completion for Bid 20-21-05F, Ayala HS Alterations – Phase 3 (BP 11-01)**
Approved the Change Order and Notice of Completion for Bid 20-21-05F, Ayala HS Alterations – Phase 3 (BP 11-01).
- III.D.5. Change Order and Notice of Completion for Bid 20-21-05F, Ayala HS Alterations – Phase 3 (BP 22-01)**
Approved the Change Order and Notice of Completion for Bid 20-21-05F, Ayala HS Alterations – Phase 3 (BP 22-01).
- III.D.6. Change Order and Notice of Completion for Bid 21-22-16F, Classroom Preparation for ViewSonics – Group 3**
Approved the Change Order and Notice of Completion for Bid 21-22-16F, Classroom Preparation for ViewSonics – Group 3.
- III.D.7. Bid 22-23-01F, Ayala HS Alterations—Phase 4**
Awarded Bid 22-23-01F, Ayala HS Alterations—Phase 4, BP 13-01 Pool and Equipment to California Waters, Inc.
- III.E. HUMAN RESOURCES**
- III.E.1. Certificated/Classified Personnel Items**
Moved (Schaffer) seconded (Bridge) motion carried (3-2, Cruz and Na voted no) to approve all items (certificated/classified personnel) with the exception of extra duty assignments to be brought back at the September 1 meeting. Student representative voted yes.
- III.E.2. Rejection of Claims**
Rejected the claims and referred them to the District’s insurance adjuster.
- III.E.3. Internship Agreement with Riverside County Office of Education**
Approved the internship agreement with the Riverside County Office of Education.
- III.E.4. Student Fieldwork Agreement with the University of St. Augustine**
Approved the student fieldwork agreement with the University of St. Augustine.

IV. INFORMATION

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

IV.A.1. San Bernardino County Superintendent of Schools Williams Findings Decile 1-3 Schools Fourth Quarterly Report 2021/2022

Received for information the San Bernardino County Superintendent of Schools Williams Findings Decile 1-3 Schools Fourth Quarterly Report 2021/2022.

V. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

Joe Schaffer re-acknowledged security staff for acting to save a student's life on campus; welcomed Maya King; spoke about Chino HS's grand opening; and said he is looking forward to the upcoming fall sports season.

Don Bridge welcomed Maya King to the Board; attended the Chino HS grand opening; said he toured the Biotech academy and other parts of the campus; spoke about Measure G accomplishments; attended the Chino Hills City Council meeting where the Chino Hills HS girls water polo CIF champions were honored; said fall sports season is underway; wished everyone lots of success in the athletic season; and acknowledged retirees.

Andrew Cruz spoke about the mother with the 8-year-old son who addressed the Board; said he agrees with parent committees being part of the school system; asked Richard Wales to email his comments to Dr. Enfield; acknowledged CSEA President Danny Hernandez; spoke about parental choice and mandates; shared Senate bills that are of critical concern; and spoke about the new school year, valuing staff, and programs.

James Na asked Dr. Enfield to follow-up with the parent who expressed concerns to the Board; thanked Don Lugo HS students who attended the meeting; spoke about parental involvement and trust in government; said he agrees with parent Sonja Shaw regarding parents forming a special education committee; thanked parent Richard Wales for sharing his concerns; spoke about bullying; encouraged everyone to become servant leaders; and said he was proud of the parent support at the meeting.

Superintendent Enfield welcomed Maya King to the Board; said the new school year opening went well; spoke about safety and emergency training efforts; and thanked A.C.T. and CHAMP members for the work they do in preparation for the school year.

President Gagnier thanked the Measure G committee for the work they have done; highlighted the launching of the Mandarin Dual Immersion program; and welcomed everyone back to the new school year, and Maya King to the Board.

VI. ADJOURNMENT

President Gagnier adjourned the open session of the meeting at 7:44 p.m. and reconvened to closed session until 7:55 p.m. with Bridge, Cruz, Na, Schaffer, and Gagnier present.

The Board made the following administrative appointments by a unanimous vote of 5-0 with Bridge, Cruz, Na, Schaffer, and Gagnier voting yes: Renae McCain as assistant principal of Eagle Canyon ES effective August 19, 2022; Nicholas Frescas as assistant principal of Briggs K-8 effective date to be determined; Craig Bartholio as Coordinator, Special Education effective August 19, 2022; and Sarita Lopez as Coordinator, Special Education effective August 19, 2022. No further action was taken that required public disclosure.

President Gagnier adjourned the regular meeting of the Board of Education at 7:58 p.m.

Christina Gagnier, President

James Na, Clerk

Recorded by: Patricia Kaylor Administrative Secretary, Board of Education

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 1, 2022
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
Liz Pensick, Director, Fiscal Services
SUBJECT: WARRANT REGISTER

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BACKGROUND

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

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

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

RECOMMENDATION

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

FISCAL IMPACT

\$8,003,670.09 to all District funding sources.

NE:SHC:LP:if

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: September 1, 2022
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: 2022/2023 APPLICATIONS TO OPERATE FUNDRAISING
ACTIVITIES AND OTHER ACTIVITIES FOR THE BENEFIT OF
STUDENTS**

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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 2022/2023 applications to operate fundraising activities and other activities for the benefit of students.

FISCAL IMPACT

None.

NE:SHC:LP:if

CHINO VALLEY UNIFIED SCHOOL DISTRICT
September 1, 2022

**2022/2023 AUTHORIZATION TO OPERATE FUNDRAISING ACTIVITIES
AND OTHER ACTIVITIES FOR THE BENEFIT OF STUDENTS**

School

Ayala HS

Organization

Choral Boosters

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: September 1, 2022
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

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BACKGROUND

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

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

RECOMMENDATION

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

FISCAL IMPACT

None.

NE:SHC:LP:if

CHINO VALLEY UNIFIED SCHOOL DISTRICT
September 1, 2022

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Cortez ES</u>		
PFA	Kona Ice (RATIFY)	8/24/22
PFA	Otter Pop Tuesdays	9/6/22 - 5/23/23
PFA	Family Dine Out	9/30/22
PFA	Father Daughter Dance	9/30/22
PFA	Scholastic Book Fair	11/14/22 - 11/18/22
PFA	Coin Battle	2/6/23 - 2/9/23
<u>Dickey ES</u>		
PTO	T-shirt Sales	9/2/22 - 5/30/23
PTO	After School Concessions	9/2/22 - 5/26/23
PTO	Family Fun Night	9/23/22
PTO	Scholastic Book Fair	9/26/22 - 9/30/22
PTO	Thanksgiving Canned Food Drive	11/1/22 - 11/10/22
PTO	Winter Formal Dance	1/20/23
<u>Glenmeade ES</u>		
PTA	Chuck E. Cheese	9/2/22
PTA	Kona Ice	5/31/23
<u>Litel ES</u>		
PTA	Spirit Wear	8/19/22 - 5/28/23
PTA	Birthday Marquee	8/19/22 - 5/30/23
PTA	Memberships	8/19/22 - 5/30/23
PTA	Spirit Sticks	9/1/22 - 5/28/23
PTA	Monthly Dine Outs	9/1/22 - 5/30/23
PTA	Yearbooks	8/19/22 - 6/15/23
PTA	Book Fair	1/1/23 - 1/31/23
<u>Rhodes ES</u>		
PEP Club	Dog Haus Family Fun Night	9/27/22
PEP Club	Step It Up!	10/5/22 - 10/19/22
PEP Club	RINGO Family Game Night	10/21/22
<u>Cal Aero K-8</u>		
Flight Crew	Baskin Robbins Dine Out	9/8/22
Flight Crew	Scholastic Book Fair	9/12/22 - 9/16/22

CHINO VALLEY UNIFIED SCHOOL DISTRICT
September 1, 2022

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Canyon Hills JHS</u>		
PTSA	BJ's Family Night Out	9/20/22
ASB - General	Angels Baseball Night	10/2/22
<u>Ayala HS</u>		
Band & Color Guard Boosters	World's Finest Chocolates	9/2/22 - 9/30/22
Boys' Water Polo Boosters	WeFund4U.com	9/2/22 - 10/31/22
Band & Color Guard Boosters	Senior/Family Portraits	9/2/22 - 11/30/22
Band & Color Guard Boosters	Family Portraits	9/2/22 - 11/30/22
Choral Boosters	Think n Local	9/2/22 - 4/1/23
Choral Boosters	Raymond Clothing Drive	9/2/22 - 4/1/23
Competitive Cheer	Kona Ice	9/2/22 - 5/31/23
Spirit Boosters	Pura Vida Bracelets	9/2/22 - 5/31/23
Competitive Cheer	Yogurtland Dine Outs	9/2/22 - 5/31/23
Band & Color Guard Boosters	Merchandise Sales	9/2/22 - 6/30/23
Band & Color Guard Boosters	RaiseRight	9/2/22 - 6/30/23
Band & Color Guard Boosters	Think n Local	9/2/22 - 6/30/23
Band & Color Guard Boosters	See's Candies	11/1/22 - 11/30/22
Band & Color Guard Boosters	Poinsettia Sales	11/1/22 - 11/30/22
Boys' Water Polo Boosters	Bulldog Aquatic Clinics	1/1/23 - 6/30/23
Band & Color Guard Boosters	See's Candies	3/1/23 - 3/31/23
<u>Chino Hills HS</u>		
ASB - General	Battle of the Bone Rally Night	9/15/22
General Boosters - Softball	Think n Local	9/16/22 - 10/9/22
ASB - AVID	Snap! Raise	9/16/22 - 10/14/22
ASB - AVID	World's Finest Chocolates	10/17/22 - 11/1/22
<u>Don Lugo HS</u>		
ASB - FFA	American Farm Bottle Company	9/2/22
ASB - American Sign Language	Angels Baseball Night	9/2/22 - 9/16/22
ASB - Stadium Concessions	Profit Share with Parent Groups	9/2/22 - 6/30/23
ASB - FFA	Applebee's Flapjack Breakfast	9/10/22 - 9/11/22
ASB - FFA	Poinsettia Sales	10/31/22 - 11/11/22
ASB - FFA	Cookie Dough	2/6/23 - 2/17/23

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 1, 2022
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
Liz Pensick, Director, Fiscal Services
SUBJECT: DONATIONS

=====

BACKGROUND

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

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

RECOMMENDATION

It is recommended the Board of Education accept the donations.

FISCAL IMPACT

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

NE:SHC:LP:if

CHINO VALLEY UNIFIED SCHOOL DISTRICT
September 1, 2022

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<u>Nutrition Services</u>		
Graduated Students	Meal Account Balances	\$276.00
<u>Office of Assessment & Instructional Technology</u>		
Jon Corippo	EduProtocol Field Guide	\$29.00
Chipotle Mexican Grill	Gift Cards	\$50.00
DaisyEco, Inc.	Lucille's Gift Card	\$50.00
Digital Promise Global1	Cash	\$200.00
<u>Cattle ES</u>		
Cattle PFA	Cash	\$1,400.00
<u>Eagle Canyon ES</u>		
SoCal Ren	Cash	\$2,000.00
<u>Glenmeade ES</u>		
Edelson & Cecile Nueva	E-Z Up Canopy	\$140.00
<u>Don Lugo HS</u>		
Senior Specialties	Cash	\$150.00
National Little League of Chino	Cash	\$200.00
Pacific Coast Propane, Inc.	Cash	\$300.00
Regal Packaging, LLC	Cash	\$800.00
Kimberly & Brian Goddard	Cash	\$4,000.00

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

DATE: September 1, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: LEGAL SERVICES

=====

BACKGROUND

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

FIRM	MONTHS	INVOICE AMOUNTS	2022/2023 YEAR-TO-DATE
Atkinson, Andelson, Loya, Ruud & Romo	-	-	-
Margaret A. Chidester & Associates	July	\$21,516.50	\$21,516.50
Tao Rossini, APC	July	\$ 435.00	\$ 435.00
Fagen, Friedman & Fulfroost	-	-	-
	Total	\$21,951.50	\$21,951.50

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

RECOMMENDATION

It is recommended the Board of Education approve payment for legal services to the law offices of Margaret A. Chidester & Associates; and Tao Rossini, APC.

FISCAL IMPACT

\$21,951.50 to the General Fund.

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: September 1, 2022
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
SUBJECT: SCHOOL-SPONSORED TRIPS

=====

BACKGROUND

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

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

RECOMMENDATION

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

School-Sponsored Trips	Date	Fiscal Impact
Site: Glenmeade ES Event: 6th Grade Science Camp Place: Crestline, CA Chaperone: 40 students/4 chaperones	February 21-24, 2023	Cost: \$386.00 per student Funding Source: Parents and fundraising
Site: Liberty ES Event: 6th Grade Science Camp Place: Running Springs, CA Chaperone: 60 students/6 chaperones	February 15-17, 2023	Cost: \$400.00 per student Funding Source: Parents and fundraising

Site: Don Lugo HS Event: National Future Farmers of America Convention and Expo Place: Indianapolis, IN Chaperone: 4 students/1 chaperone	October 24-30, 2022	Cost: \$1500.00 per student Funding Source: Fundraising
---	---------------------	--

FISCAL IMPACT

None.

NE:LF:gks

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: September 1, 2022
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
SUBJECT: REVISION TO THE 2022/2023 LOCAL CONTROL AND ACCOUNTABILITY PLAN

=====

BACKGROUND

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

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

The Board approved the 2022/2023 LCAP at its June 16, 2022 meeting, and it became effective July 1, 2022. Upon review and in accordance with the provisions of the Education Code (EC) Section 52070 and 42127, San Bernardino County Superintendent of Schools (SBCSS) required edits of the District's LCAP. The LCAP with edits was approved by SBCSS on August 17, 2022. Presented under separate cover is the revised LCAP for approval. A hardcopy of the 2022/2023 SBCSS approved 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 approve the revision to the 2022/2023 Local Control and Accountability Plan.

FISCAL IMPACT

\$48,548,032.00 from General and Restricted Funds.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: September 1, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

\$15,065,550.92 to all District funding sources.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 1, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
Anna G. Hamilton, 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:AGH:pw

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-2223-101 Solution Tree, Inc. To provide onsite Mathematics at Work professional development. Submitted by: Curriculum, Instruction, Innovation, and Support Duration of Agreement: September 2, 2022 - June 30, 2023	Contract amount: \$14,200.00 Funding source: Title II
CIIS-2223-102 Jenny L Ponzuric dba Ponzuric Learning Solutions. To provide training on Patterns, Strength, and Weakness (PSW) monthly access for psychologists. Submitted by: Special Education Duration of Agreement: September 1, 2022 - June 30, 2023	Contract amount: \$5,110.00 Funding source: Special Education
CIIS-2223-103 Inland SoCal United Way. To provide programs and services, including Kids Pack to help remove barriers, provide tools and resources to food insecure students and low income families. Submitted by: Health Services/HOPE Program Duration of Agreement: September 1, 2022 - June 30, 2025	Contract amount: None Funding source: None
CIIS-2223-104 Liminex, Inc. dba GoGuardian. To provide student device monitoring while on the District network. Submitted by: Briggs K-8 Duration of Agreement: August 15, 2022 - August 14, 2023	Contract amount: \$4,785.00 Funding source: Title I
CIIS-2223-105 Vista Higher Learning, Inc. To provide one year license for Descubre 2017 Level 3 Supersite Plus. Submitted by: Secondary Curriculum and Instruction Duration of Agreement: August 17, 2022 - August 17, 2023	Contract amount: \$16,179.75 Funding source: LCAP

FACILITIES, PLANNING, AND OPERATIONS	FISCAL IMPACT
F-2223-033 Quadiant, Inc. To provide annual maintenance renewal, annual commercial, and mobile licenses for warehouse tracking system. Submitted by: Warehouse Duration of Agreement: July 1, 2022 - July 30, 2023	Contract amount: \$9,704.00 Funding source: General Fund
F-2223-034 Contribute, LLC dba Progress Adviser, Facility Adviser. To provide FIT solution software and support to the annual FIT reports. Submitted by: Maintenance and Operations Duration of Agreement: September 1, 2022 - August 31, 2023	Contract amount: \$29,195.00 Funding source: General Fund

SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS	FISCAL IMPACT
SBCSS MOU #21/22-0875 San Bernardino County Superintendent of Schools. To provide foster youth transportation services. Submitted by: Student Support Services Duration of Agreement: July 1, 2021 - June 30, 2026	Contract amount: Per invoice Funding source: LCAP

MASTER CONTRACTS	FISCAL IMPACT
MC-2223-022 Sunbelt Rentals, Inc. To provide equipment rentals. Submitted by: Ayala HS Duration of Agreement: July 1, 2022 - June 30, 2025	Contract amount: Per invoice Funding source: Various
MC-2223-023 El Cerrito Investments, Inc. dba Fitness Machine Technicians. To provide repair and service of gym equipment. Submitted by: Magnolia JHS Duration of Agreement: August 1, 2022 - June 30, 2025	Contract amount: Per invoice Funding source: Various
MC-2223-024 Sasha Brens. To provide entertainment, DJ, and photobooth services. Submitted by: Don Lugo HS Duration of Agreement: August 8, 2022 - June 30, 2025	Contract amount: Per rate sheet Funding source: Various
MC-2223-025 Walsworth Publishing Company, Inc. To provide yearbook services. Submitted by: Magnolia JHS Duration of Agreement: July 1, 2022 - June 30, 2025	Contract amount: Per rate sheet Funding source: Various
MC-2223-026 CDW, LLC dba Amplified IT, LLC. To provide domain, licenses, and membership. Submitted by: Technology Duration of Agreement: August 18, 2022 - June 30, 2025	Contract amount: Per rate sheet Funding source: Various

APPROVED CONTRACT TO BE AMENDED	AMENDMENT
B-2223-010 Dewey Services, Incorporated dba Dewey Pest Control. To provide treatment of kitchens and warehouse once per month for pests. Includes semi-annual pesticide treatments/spraying. Submitted by: Nutrition Services Duration of Agreement: July 1, 2022 - June 30, 2023 Original Agreement Board Approved: August 18, 2022	Contract amount: \$28,228.00 Change funding source from Cafeteria Fund 13 to Various Funding source: Various

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 1, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: NOTICE OF COMPLETION FOR CUPCCAA PROJECTS

=====

BACKGROUND

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

CUPCCAA Project	Project Description	Contractor	Original Quotation	Change Order	Total	Funding Source
CC2022-60	Don Lugo HS HVAC Replacement (Rm CC1)	Carver Air Conditioning	\$16,975.00	N/A	\$16,975.00	01
CC2023-03	Cal Aero K-8 HVAC Mini Split Repairs	Leading Edge Air Conditioning	\$23,995.00	N/A	\$23,995.00	01

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Martin Silveira, Director, Maintenance, Operations, and Construction.

Staff recommends approval of the Notice of Completion for this project.

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

RECOMMENDATION

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

FISCAL IMPACT

\$40,970.00 to General Fund 01.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
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DATE: September 1, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
Anna G. Hamilton, Director, Purchasing

SUBJECT: RESOLUTION 2022/2023-12, AUTHORIZATION TO UTILIZE A PIGGYBACK CONTRACT

=====

BACKGROUND

Public Contract Code (PCC) 20111 requires school district governing boards to competitively bid and award any contracts involving an expenditure of more than \$86,000.00 to the lowest responsible bidder.

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

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

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

Resolution	Contract	Contractor	Description	Term
2022/2023-12	Irvine Unified School District Bid No. 19/20-01 IT Technology Equipment and Peripherals	CDW-G, LLC	Technology Equipment and Peripherals	1/1/2020-12/1/2022

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2022/2023-12, Authorization to Utilize a Piggyback Contract.

FISCAL IMPACT

Unknown.

NE:GJS:AGH:pw

**Chino Valley Unified School District
Resolution 2022/2023-12
Authorization to Utilize the Irvine Unified School District Bid No. 19/20-01 IT
Technology Equipment and Peripherals With CDW-G, LLC
to Purchase Technology Equipment and Peripherals
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 technology equipment and peripherals for the District;

WHEREAS, Irvine Unified School District currently has a piggyback contract, Bid No. 19/20-01 IT Technology Equipment and Peripherals, in accordance with Public Contract Code 20118 with CDW-G, LLC, that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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;

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 technology equipment and peripherals through the piggyback contract procured by the Irvine Unified School District Bid No. 19/20-01 IT Technology Equipment and Peripherals.

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

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

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of technology equipment and peripherals through the piggyback contract originally procured by the Irvine Unified School District Bid No. 19/20-01 IT Technology Equipment and Peripherals is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of technology equipment and peripherals in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Irvine Unified School District Bid No. 19/20-01 IT Technology Equipment and Peripherals.

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 January 1, 2020, for the term ending December 1, 2022.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 1st day of September 2022 by the following vote:

Bridge	_____
Cruz	_____
Na	_____
Schaffer	_____
Gagnier	_____

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

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 1, 2022

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 20-21-05F, AYALA HS ALTERATIONS – PHASE 3 (BP 03-01)

=====

BACKGROUND

On April 15, 2021, the Board of Education awarded Bid 20-21-05F, Ayala HS Alterations – Phase 3 (BP 03-01) to Argee Construction, Inc. dba Craftman Construction. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Argee Construction, Inc. dba Craftman Construction	\$26,683.00
	Bid Amount:	\$279,000.00
	Revised Total Project Amount:	\$305,683.00
	Retention Amount:	\$15,284.15

The change order results in a net increase of \$26,683.00 to the construction cost and no change in 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 February 28, 2022.

Documentation indicating satisfactory completion and compliance with specification has been obtained from the following individuals: John Michael, DSA Inspector; Bob Lavey, Architect/Engineer; Hung Truong Construction/Project Manager; and Sam Sousa, Construction Coordinator.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 20-21-05F, Ayala HS Alterations – Phase 3 (BP 03-01).

FISCAL IMPACT

\$26,683.00 to Building Fund 21.

NE:GJS:pw



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

CHANGE ORDER

Date: 08/04/2022 BID/ CUPCAA #: 20-21-05F Change Order #: 001
 Project Title: Ayala High School Phase 3 - Alterations
 Owner: Chino Valley Unified School District DSA Application #: A04-119505 DSA File #: 36-H3
 Architect: PBK-WLC Architects Contractor: Argee Construction Inc. dba Craftsman Construction (BP 03-01)

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

- | | | |
|-------------|---|--|
| ITEM NO. 1: | Description:
Reason:
Document Ref:
Requested by:
Change in Contract Sum:
Time Extension: | Soil over excavation at walkway north of the Muti-Purpose Room (RFI #066) and at Building D
Additional removal of soil was required per the Geotech inspection due to soil moisture being high.
Change Order Request No. A-014 (PCO #A-030 and #A-057)
District
\$37,499.00 / ADD DS
RG
0 Calendar days |
| ITEM NO. 2: | Description:
Reason:
Document Ref:
Requested by:
Change in Contract Sum:
Time Extension: | Credit Unused Unforeseen Conditions Allowance
Credit for the unused unforeseen conditions allowance not used on the project.
Change Order Request No. A-015 (PCO #A-219)
District
<\$10,816.00> / DEDUCT DS
RG
0 Calendar days |

END OF CHANGE ORDER NO. 001 ITEMS

CONTRACT SUMMARY

The original contract amount was:		<u>\$279,000.00</u>
Previously approved change order amount(s):		<u>\$0.00</u>
The contract amount will be increased /decreased by this Change Order:	DS RG	<u>\$26,683.00</u>
The new contract amount including this change order will be:		<u>\$305,683.00</u>
The original contract completion date:	<u>02/01/2022</u>	
The contract time will be increased/decreased by days:	<u>0 days</u>	
The date of completion as a result of this Change Order is:	<u>02/01/2022</u>	

APPROVED BY:

Ralph Gulielmo

DocuSigned by:
Ralph Gulielmo
2E823ADADE4544E...

08/08/2022 | 10:36 PDT

Contractor – Argee Construction, Inc. dba
Craftsman Construction

Signature

Date

John Michael
Knowland Construction Services
DSA Inspector of Record (if applicable)

DocuSigned by:
John Michael
6A4504017F574D3...

08/08/2022 | 10:40 PDT

Signature

Date

Bob Lavey
PBK WLC Architects Inc.
Architect / Engineer (if applicable)

DocuSigned by:
Bob Lavey
8953B2CA4BF6419...

08/11/2022 | 14:26 PDT

Signature

Date

Hung Truong
CW Driver
Construction/Sr. Project Manager

DocuSigned by:
Hung Truong
DB919CAC3A0446B...

08/08/2022 | 11:08 PDT

Signature

Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

Samuel Sousa
CVUSD Project Manager

SS
Signature

8/15/22

Date

Martin Silveira
Director, Maintenance, Operations &
Construction (if applicable)

Signature

Date

Beverly Beemer
Director, Planning (if applicable)

BB
Signature

8/15/2022

Date

Greg Stachura
Owner (Authorized Agent)

GS
Signature

8/22/22

Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 1, 2022

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 20-21-05F, AYALA HS ALTERATIONS – PHASE 3 (BP 10-01)

=====

BACKGROUND

On April 15, 2021, the Board of Education awarded Bid 20-21-05F, Ayala HS Alterations – Phase 3 (BP 10-01) to Argee Construction, Inc. dba Craftman Construction. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Argee Construction, Inc. dba Craftman Construction	(\$26,683.00)
	Bid Amount:	\$804,550.00
	Revised Total Project Amount:	\$777,867.00
	Retention Amount:	\$38,893.35

The change order results in a net decrease of \$26,683.00 to the construction cost and no change in 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 February 28, 2022.

Documentation indicating satisfactory completion and compliance with specification has been obtained from the following individuals: John Michael, DSA Inspector; Bob Lavey, Architect/Engineer; Hung Truong Construction/Project Manager; and Sam Sousa, Construction Coordinator.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 20-21-05F, Ayala HS Alterations – Phase 3 (BP 10-01).

FISCAL IMPACT

(\$26,683.00) to Building Fund 21.

NE:GJS:pw

bd 09/01/22



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

CHANGE ORDER

Date: 08/04/2022 BID/ CUPCAA #: 20-21-05F Change Order #: 001

Project Title: Ayala High School Phase 3 - Alterations

Owner: Chino Valley Unified School District DSA Application #: A04-119505 DSA File #: 36-H3

Architect: PBK-WLC Architects Contractor: Argee Construction Inc. dba Craftsman Construction (BP 10-01)

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:	Credit Unused Unforeseen Conditions Allowance
	Reason:	Credit for the unused unforeseen conditions allowance not used on the project.
	Document Ref:	Change Order Request No. A-016 (PCO #A-220)
	Requested by:	District
	Change in Contract Sum:	<\$26,683.00> / DEDUCT DS RG
	Time Extension:	0 Calendar days

END OF CHANGE ORDER NO. 001 ITEMS

CONTRACT SUMMARY

The original contract amount was: \$804,550.00

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

The contract amount will be increased/**decreased** by this Change Order: DS
RG (\$26,683.00)

The new contract amount including this change order will be: \$777,867.00

The original contract completion date: 02/01/2022

The contract time will be increased/decreased by days: 0 days

The date of completion as a result of this Change Order is: 02/01/2022

APPROVED BY:

Ralph Gulielmo

DocuSigned by:
Ralph Gulielmo
2E823ADADE4544E...

08/08/2022 | 10:32 PDT

Contractor – Argee Construction, Inc. dba Craftsman Construction

Signature

Date


John Michael
Knowland Construction Services
DSA Inspector of Record (if applicable)

DocuSigned by:

6A4504017F574D3...
Signature

08/08/2022 | 10:35 PDT
Date

Bob Lavey
PBK WLC Architects Inc.
Architect / Engineer (if applicable)

DocuSigned by:

8953B2CA4BF6419...
Signature

08/11/2022 | 14:26 PDT
Date

Hung Truong
CW Driver
Construction/Sr. Project Manager

DocuSigned by:

DB919CAC3A0446B...
Signature

08/08/2022 | 11:08 PDT
Date

Authorized Department Head (if applicable)

Signature

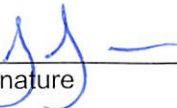
Date

Director, Technology (if applicable)

Signature

Date

Samuel Sousa
CVUSD Project Manager


Signature

8/15/22
Date

Martin Silveira
Director, Maintenance, Operations &
Construction (if applicable)

Signature

Date

Beverly Beemer
Director, Planning (if applicable)


Signature

8/15/2022
Date

Greg Stachura
Owner (Authorized Agent)


Signature

8/22/22
Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 1, 2022

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 20-21-05F, AYALA HS ALTERATIONS – PHASE 3 (BP 23-01)

=====

BACKGROUND

On April 15, 2021, the Board of Education awarded Bid 20-21-05F, Ayala HS Alterations – Phase 3 (BP 23-01) to Simco Mechanical, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Simco Mechanical, Inc.	(\$52,053.00)
	Bid Amount:	\$615,200.00
	Revised Total Project Amount:	\$563,147.00
	Retention Amount:	\$28,157.35

The change order results in a net decrease of \$52,053.00 to the construction cost and no change in 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 February 28, 2022.

Documentation indicating satisfactory completion and compliance with specification has been obtained from the following individuals: John Michael, DSA Inspector; Bob Lavey, Architect/Engineer; Hung Truong Construction/Project Manager; and Sam Sousa, Construction Coordinator.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 20-21-05F, Ayala HS Alterations – Phase 3 (BP 23-01).

FISCAL IMPACT

(\$52,053.00) to Building Fund 21.

NE:GJS:pw




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


CHANGE ORDER

Date: 08/15/2022 BID/ CUPCCAA #: 20-21-05F Change Order #: 001
Project Title: Ayala High School Phase 3 – Alterations
Owner: Chino Valley Unified School District DSA Application #: A04-119505 DSA File #: 36-H3
Architect: PBK-WLC Architects Contractor: Simco Mechanical Inc. (BP 23-01)

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: Reconcile Unused Unforeseen Allowance
Reason: Reconcile Unused Unforeseen Allowance
Document Ref: Change Order Request No. A-017 (PCO #A-221)
Requested by: District
Change in Contract Sum: (\$52,053.00) / DEDUCT 
Time Extension: 0 Calendar Days

CONTRACT SUMMARY

The original contract amount was: \$615,200.00
Previously approved change order amount(s): \$0.00
The contract amount will be increased/**decreased** by this Change Order:  (\$52,053.00)
The new contract amount including this change order will be: \$563,147.00
The original contract completion date: 02/01/2022
The contract time will be increased/decreased by days: 0 days
The date of completion as a result of this Change Order is: 02/01/2022

APPROVED BY:

Alex Harbachian

Contractor – Simco Mechanical Inc.

DocuSigned by:

3E3A9FC2F942497...
Signature

08/15/2022 | 15:05 PDT

Date

John Michael
Knowland Construction Services
DSA Inspector of Record (if applicable)

DocuSigned by:

6A4504017F574D3...
Signature

08/15/2022 | 15:27 PDT

Date

<u>Bob Lavey</u> PBK WLC Architects Inc. Architect / Engineer (if applicable)	<u>DocuSigned by:</u> <i>Bob Lavey</i> 8953B2CA4BF6419... Signature	<u>08/15/2022 15:46 PDT</u> Date
<u>Hung Truong</u> CW Driver Construction/Sr. Project Manager	<u>DocuSigned by:</u> <i>Hung Truong</i> DB919CAC3A0446B... Signature	<u>08/15/2022 15:31 PDT</u> Date
<u>Authorized Department Head (if applicable)</u>	<u>Signature</u>	<u>Date</u>
<u>Director, Technology (if applicable)</u>	<u>Signature</u>	<u>Date</u>
<u>Samuel Sousa</u> CVUSD Project Manager	<u><i>SS</i></u> Signature	<u>8/16/22</u> Date
<u>Martin Silveira</u> Director, Maintenance, Operations & Construction (if applicable)	<u>Signature</u>	<u>Date</u>
<u>Beverly Beemer</u> Director, Planning (if applicable)	<u><i>BB</i></u> Signature	<u>8/16/2022</u> Date
<u>Greg Stachura</u> Owner (Authorized Agent)	<u><i>GS</i></u> Signature	<u>8/16/22</u> Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 1, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
Anna G. Hamilton, Director, Purchasing

**SUBJECT: SUBCONTRACTOR SUBSTITUTION FOR BID 22-23-04F,
ALLEGIANCE STEAM ACADEMY PORTABLE PROJECT**

=====

BACKGROUND

On June 16, 2022, the Board approved the agreement with Wakeco, Inc. for Bid 22-23-04F, Allegiance Steam Academy Portable Project. The contractor has requested to substitute the subcontractor responsible for providing painting and fencing with Streamline Painting, Inc. at no additional cost to the District. This substitution was requested because Oak Hollow Restoration was unable to provide the services as specified in the bid documents.

As required by law, Oak Hollow Restoration was provided a reasonable opportunity to execute the subcontract provided by Wakeco, Inc., and failed or refused to execute the subcontract and accordingly, adequate legal grounds exist to grant Wakeco, Inc.'s request to substitute Streamline Painting, Inc. as the subcontractor for the project.

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

RECOMMENDATION

It is recommended the Board of Education authorize Wakeco, Inc.'s request to substitute a subcontractor for Bid 22-23-04F, Allegiance Steam Academy Portable Project.

FISCAL IMPACT

None.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: September 1, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
Anna G. Hamilton, Director, Purchasing

SUBJECT: REJECTION OF BID 22-23-11F, FOOTBALL SCOREBOARDS AND AUTHORIZATION TO RE-BID

=====

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 22-23-11F, Football Scoreboards was published in the Inland Valley Daily Bulletin on July 26, 2022, and August 2, 2022. Bids were submitted at 10:00 a.m. on August 9, 2022. The results are as follows:

CONTRACTOR	BID
CSM Sales – Nevco	\$1,027,904.00
Daktronics	\$1,029,808.00

Upon receipt of the bids, staff reviewed all documents and determined that the bids were over budget. Staff requests rejection of all bids and authorization to re-bid.

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

RECOMMENDATION

It is recommended the Board of Education reject the bid(s) received for Bid 22-23-11F, Football Scoreboards and authorize staff to re-bid the project.

FISCAL IMPACT

None.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: September 1, 2022
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Richard Rideout, Assistant Superintendent, Human Resources
Isabel Brenes Ed.D., Director, Human Resources
Eric Dahlstrom, Ed.D., Director, Human Resources
SUBJECT: CERTIFICATED/CLASSIFIED PERSONNEL ITEMS

=====

BACKGROUND

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

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

RECOMMENDATION

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

FISCAL IMPACT

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

NE:RR:IB:ED:mcm

CERTIFICATED PERSONNEL

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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HIRED AT THE APPROPRIATE PLACEMENT ON THE CERTIFICATED MANAGEMENT SALARY SCHEDULE AND APPROPRIATE CREDENTIAL FOR THE 2022/2023 SCHOOL YEAR

HENRY-Hogarth, Jacqueline	Program Specialist	Special Education	09/06/2022
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HIRED AT THE APPROPRIATE PLACEMENT ON THE CERTIFICATED SALARY SCHEDULE AND APPROPRIATE CREDENTIAL FOR THE 2021/2022 SCHOOL YEAR

GUILLEMET, Rachel	Intervention Counselor K-12	Chino HS	08/16/2022
MARQUEZ, Monica	English Teacher	Don Lugo HS	08/17/2022

RESIGNATION

KUHNS, Alisa	ESL Teacher	Adult School	08/25/2022
RAMOS, Susan	ESL Teacher	Adult School	08/22/2022

RETIREMENT

GRZESKIEWICZ, Yvonne (25 years of service)	Secondary Teacher	Don Lugo HS	08/26/2022
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TEACHING OUT OF CREDENTIALLED AREA PER EDUCATION CODE §44258.7(b) EFFECTIVE JULY 1, 2022, THROUGH JUNE 30, 2023

ALLEN, Jeffrey	Athletic PE	Ayala HS	2022/2023
ALLEN, Stephanie	Athletic PE	Ayala HS	2022/2023
BHATT, Stephanie	Athletic PE	Ayala HS	2022/2023
CAMPBELL, Amy	Athletic PE	Ayala HS	2022/2023
GRACIA, Arthur	Athletic PE	Ayala HS	2022/2023
MARCEAU, Paul	Athletic PE	Ayala HS	2022/2023
REED, Warren	Athletic PE	Ayala HS	2022/2023
ANGULO, Alex	Athletic PE	Chino HS	2022/2023
BOWDEN, Douglas	PE Band	Chino HS	2022/2023
HINKLE, Michael	Athletic PE	Chino HS	2022/2023
PARRELL, Jessica	Athletic PE	Chino HS	2022/2023
VAN EMBRICQS, Alexandra	Athletic PE	Chino HS	2022/2023
ESPINOSA, Jose	Athletic PE	Chino Hills HS	2022/2023
GIBO, Paige	Athletic PE	Chino Hills HS	2022/2023
LATIMORE, Dennis	Athletic PE	Chino Hills HS	2022/2023
TRAN, Cesar	Athletic PE	Chino Hills HS	2022/2023
BELLOSO, Rodrigo	Athletic PE	Don Lugo HS	2022/2023
MUCHUCA, Fabian	Athletic PE	Don Lugo HS	2022/2023
POLITE, Coby	Athletic PE	Don Lugo HS	2022/2023

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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TEACHING OUT OF CREDENTIALLED AREA PER EDUCATION CODE §44258.7(b) EFFECTIVE JULY 1, 2022, THROUGH JUNE 30, 2023 (cont.)

REYES, Michael	Athletic PE	Don Lugo HS	2022/2023
SWIFT, Micah	Athletic PE	Don Lugo HS	2022/2023

TEACHING OUT OF CREDENTIALLED AREA PURSUANT TO T5 §80020.4 (a) & (b) EFFECTIVE JULY 1, 2022, THROUGH JUNE 30, 2023

BAKER, Andrea	Instructional Coach	Elementary Curriculum	2022/2023
GARCIA SAMONTE, Kirstie	Instructional Coach	Elementary Curriculum	2022/2023
GROSS, Heidi	Instructional Coach	Elementary Curriculum	2022/2023
IVES, Kristine	Instructional Coach	Elementary Curriculum	2022/2023
JAIME, Jessica	Instructional Coach	Elementary Curriculum	2022/2023
LEONG, Eileen	Instructional Coach	Elementary Curriculum	2022/2023
LONG, Amanda	Instructional Coach	Elementary Curriculum	2022/2023
MENDOZA, Norma	Instructional Coach	Elementary Curriculum	2022/2023
MILVERSTED, Angela	Instructional Coach	Elementary Curriculum	2022/2023
MORALES, Elizabeth	Instructional Coach	Elementary Curriculum	2022/2023
MOUNCE, Erin	Instructional Coach	Elementary Curriculum	2022/2023
SCOTT, Caroline	Instructional Coach	Elementary Curriculum	2022/2023
STRADLING, Sandra	Instructional Coach	Elementary Curriculum	2022/2023
BARTOLO GARCIA, Monica	Instructional Coach	Secondary Curriculum	2022/2023
COOPMAN, Katie	Instructional Coach	Secondary Curriculum	2022/2023
CUADRA, Serena	Instructional Coach	Secondary Curriculum	2022/2023
MENDOZA, Alejandra	Instructional Coach	Secondary Curriculum	2022/2023
NORMAN, Kimberly	Instructional Coach	Secondary Curriculum	2022/2023
SMITH, Allyson	Instructional Coach	Secondary Curriculum	2022/2023
DELORIA, Denise	Instructional Coach	Special Education	2022/2023

APPOINTMENT - EXTRA DUTY

RASH, Carissa	Cheer (B)	Cattle ES	08/08/2022
ESCOBEDO, Gabriel (NBM)	Band (B)	Canyon Hills JHS	08/08/2022
LY, Robert	Band (B)	Canyon Hills JHS	08/08/2022
MA, Edmund (NBM)	Band (B)	Canyon Hills JHS	08/08/2022
MENDIOLA, Mikayla (NBM)	Band (B)	Canyon Hills JHS	08/08/2022
ORTEGA, Thalia (NBM)	Band (B)	Canyon Hills JHS	08/08/2022
WILCOX, Eric	Band (B)	Canyon Hills JHS	08/08/2022
TAYLOR, Shirley (NBM)	Band (B)	Townsend JHS	08/08/2022
WILSON, Zachary (NBM)	Band (B)	Townsend JHS	08/08/2022
ALFARO, Joaquin (NBM)	Football (GF)	Ayala HS	08/08/2022
ALFARO, Jonathan (NBM)	Football (B)	Ayala HS	08/08/2022
ALLEN, Stephanie	Competitive Cheer (GF)	Ayala HS	08/08/2022

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT - EXTRA DUTY</u> (cont.)			
BARAJAS, Ashlyn (NBM)	Cross Country (B)	Ayala HS	08/08/2022
BARIN, Gassia (NBM)	Cheer (B)	Ayala HS	08/08/2022
BATY, James	Football (GF)	Ayala HS	08/08/2022
BRIGGS, Gary (NBM)	Band (B)	Ayala HS	08/08/2022
CALDERON, Derek (NBM)	Football (B)	Ayala HS	08/08/2022
CAPPS, Ronald	Women's Golf (GF)	Ayala HS	08/08/2022
CARLOS, Jazmine (NBM)	Women's Volleyball (B)	Ayala HS	08/08/2022
CARRASCO, Zachary (NBM)	Band (B)	Ayala HS	08/08/2022
COSTA, Cole (NBM)	Men's Water Polo (B)	Ayala HS	08/08/2022
DIMARCO, Tonino (NBM)	Cross Country (GF)	Ayala HS	08/08/2022
DURAN, Elliott (NBM)	Band (B)	Ayala HS	08/08/2022
ESCOBEDO, Gabriel (NBM)	Band (B)	Ayala HS	08/08/2022
FELIX, Moises (NBM)	Band (B)	Ayala HS	08/08/2022
GARCIA, Marco (NBM)	Men's Water Polo (B)	Ayala HS	08/08/2022
GORDON, Moriah (NBM)	Women's Volleyball (B)	Ayala HS	08/08/2022
GORDON, Sean (NBM)	Band (B)	Ayala HS	08/08/2022
GRACIA III, Arthur	Football (GF)	Ayala HS	08/08/2022
GRIDER, Kailani (NBM)	Band (B)	Ayala HS	08/09/2022
HAMMOND, Kevin (NBM)	Men's Water Polo (B)	Ayala HS	08/08/2022
ISLAS, Michael (NBM)	Band (B)	Ayala HS	08/08/2022
JARAMILLO, Jay (NBM)	Women's Volleyball (GF)	Ayala HS	08/08/2022
LAM, Kimberly (NBM)	Band (B)	Ayala HS	08/10/2022
LY, Robert	Band (B)	Ayala HS	08/08/2022
MCLAURIN, Ernest (NBM)	Band (B)	Ayala HS	08/08/2022
MONTELLO, Matthew (NBM)	Football (GF)	Ayala HS	08/08/2022
MORALES, Thomas (NBM)	Band (B)	Ayala HS	08/08/2022
MORRIS, Makena (NBM)	Cross Country (B)	Ayala HS	08/05/2022
NGUYEN, Vincent (NBM)	Women's Tennis (B)	Ayala HS	08/08/2022
NUNO, Derrick (NBM)	Band (B)	Ayala HS	07/14/2022
OJINAGA, Paulette	Women's Tennis (GF)	Ayala HS	08/08/2022
ORDONEZ, Andrew (NBM)	Band (B)	Ayala HS	08/08/2022
OROZCO, John (NBM)	Football (B)	Ayala HS	08/08/2022
ORTEGA, Thalia (NBM)	Band (B)	Ayala HS	08/08/2022
PARKS, Ryan (NBM)	Football (GF)	Ayala HS	08/08/2022
POLAND, Michael (NBM)	Women's Golf (B)	Ayala HS	08/08/2022
PRELL, Christopher (NBM)	Band (B)	Ayala HS	08/08/2022
RAMIREZ, Rudy (NBM)	Football (B)	Ayala HS	08/08/2022
REAMS, Randall	Football (B)	Ayala HS	08/08/2022
RICO, Jessica (NBM)	Band (B)	Ayala HS	08/08/2022
RODRIGUEZ, Christopher (NBM)	Band (B)	Ayala HS	08/08/2022
SAIZ, Manuel	Football (GF)	Ayala HS	08/08/2022
SEYMOUR, Jared	Band (B)	Ayala HS	08/08/2022

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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APPOINTMENT - EXTRA DUTY (cont.)

SIMMONS, Paige (NBM)	Cross Country (B)	Ayala HS	08/08/2022
STRONG, Frank J. (NBM)	Football (B)	Ayala HS	08/08/2022
STRONG, Frank J. (NBM)	Women's Golf (B)	Ayala HS	08/08/2022
THOMSON, Catherine (NBM)	Cheer (B)	Ayala HS	08/08/2022
URENA, Luis	Football (B)	Ayala HS	08/08/2022
UTTERBACK, Torey (NBM)	Men's Water Polo (B)	Ayala HS	08/08/2022
VAN DERPOEL, Darren (NBM)	Band (B)	Ayala HS	08/08/2022
VANDERPOOL, Trevor (NBM)	Band (B)	Ayala HS	08/08/2022
WILLE, Kayla (NBM)	Athletic Trainer (B)	Ayala HS	08/08/2022
WILLIAMS, Mako (NBM)	Band (B)	Ayala HS	08/08/2022
YE, Sean (NBM)	Band (B)	Ayala HS	08/08/2022
BRIGGS, Gary (NBM)	Band (B)	Chino HS	08/08/2022
CANFIELD, Paul (NBM)	Football (B)	Chino HS	08/08/2022
CARPENTER, Justin (NBM)	Band (B)	Chino HS	08/08/2022
CASTANEDA, Hannah	Women's Tennis (B)	Chino HS	08/08/2022
CELESTINO, Lisbet (NBM)	Men's Water Polo (B)	Chino HS	08/08/2022
COLINCO, Clyde	Women's Golf (GF)	Chino HS	08/08/2022
CONDE, Alejandra (NBM)	Band (B)	Chino HS	08/08/2022
DAVILA, Wendy (NBM)	Band (B)	Chino HS	08/08/2022
DINKEL, Brian (NBM)	Band (B)	Chino HS	08/08/2022
ECHEVERRIA, Robyn (NBM)	Band (B)	Chino HS	08/08/2022
GARCIA, Matthew (NBM)	Cross Country (B)	Chino HS	08/08/2022
GEORGE, Miles (NBM)	Football (GF)	Chino HS	08/08/2022
GLEESON, Megan (NBM)	Cross Country (GF)	Chino HS	08/08/2022
GOMEZ, Porfirio (NBM)	Band (B)	Chino HS	08/08/2022
GUERRA, Keven (NBM)	Men's Water Polo (GF)	Chino HS	08/08/2022
HERMAN, Steven (NBM)	Band (B)	Chino HS	08/08/2022
HERRERA, Anthony (NBM)	Band (B)	Chino HS	08/08/2022
HINKLE, Michael	Women's Tennis (GF)	Chino HS	08/08/2022
HUTSON, Lauren (NBM)	Band (B)	Chino HS	08/08/2022
INGLIMA, Tom	Football (GF)	Chino HS	08/08/2022
KAYLOR, Matthew (NBM)	Football (GF)	Chino HS	08/08/2022
KOURY, Jenifer (NBM)	Cheer (B)	Chino HS	08/08/2022
LAROSA, Joseph	Football (GF)	Chino HS	08/08/2022
LAROSA, Vince (NBM)	Football (B)	Chino HS	08/08/2022
LIRA, Alex (NBM)	Cross Country (B)	Chino HS	08/08/2022
OCHOA, Daniella	Football (B)	Chino HS	08/08/2022
PARRELL, Flint (NBM)	Band (B)	Chino HS	08/08/2022
PHELAN, Brian (NBM)	Football (GF)	Chino HS	08/08/2022
PRATT, Joshua (NBM)	Women's Tennis (B)	Chino HS	08/08/2022

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT - EXTRA DUTY</u> (cont.)			
SANCHEZ, Ivan (NBM)	Band (B)	Chino HS	08/08/2022
VATKIN, Gaby (NBM)	Women's Volleyball (GF)	Chino HS	08/08/2022
VILLEGAS, Ashley (NBM)	Colorguard (B)	Chino HS	07/21/2022
BACA, Christopher (NBM)	Football (B)	Chino Hills HS	08/08/2022
BALARA, Phillip	Football (B)	Chino Hills HS	08/08/2022
BARONE, Andrew (NBM)	Band (B)	Chino Hills HS	08/08/2022
BATEMAN, Michael (NBM)	Football (B)	Chino Hills HS	08/08/2022
BINYON, Daniel (NBM)	Football (GF)	Chino Hills HS	08/08/2022
BRENNER, Carson (NBM)	Men's Water Polo (B)	Chino Hills HS	08/08/2022
CALLES, Scott	Football (B)	Chino Hills HS	08/08/2022
CAREY-BARRON, Erin (NBM)	Dance (B)	Chino Hills HS	08/08/2022
CEDANO, Isabelle (NBM)	Cheer (B)	Chino Hills HS	08/08/2022
CONGO, Dulce (NBM)	Colorguard (B)	Chino Hills HS	07/13/2022
CROCKER, Shyanne (NBM)	Band (B)	Chino Hills HS	08/08/2022
DEL HARO, Adrian (NBM)	Football (B)	Chino Hills HS	08/08/2022
DIEGO, Jason (NBM)	Men's Basketball (B)	Chino Hills HS	08/04/2022
DOZAL, Joshua (NBM)	Football (B)	Chino Hills HS	08/08/2022
DUFFY, McKenna (NBM)	Cheer (B)	Chino Hills HS	08/08/2022
ELLIS, Katelin (NBM)	Women's Volleyball (GF)	Chino Hills HS	08/08/2022
ESPINOSA, Jose	Football (GF)	Chino Hills HS	08/08/2022
FIMBRES, Jacob (NBM)	Football (B)	Chino Hills HS	08/08/2022
GEETING, Ryan (NBM)	Men's Water Polo (B)	Chino Hills HS	08/23/2022
GROM, Ian (NBM)	Band (B)	Chino Hills HS	08/08/2022
HARTMAN, Chadd (NBM)	Band (B)	Chino Hills HS	08/08/2022
HERNANDEZ, Carla (NBM)	Band (B)	Chino Hills HS	08/08/2022
HOLBERG-OLSEN, Kalealani (NBM)	Women's Golf (B)	Chino Hills HS	08/08/2022
IGNACIO III, Robert (NBM)	Cheer (B)	Chino Hills HS	08/08/2022
JACOBUS, Thomas (NBM)	Women's Golf (B)	Chino Hills HS	08/08/2022
JETT, Robert (NBM)	Band (B)	Chino Hills HS	08/08/2022
JOHNSON, Keland (NBM)	Football (GF)	Chino Hills HS	08/08/2022
LEUNG, Samuel	Women's Tennis (GF)	Chino Hills HS	08/08/2022
LOPEZ, Garret (NBM)	Band (B)	Chino Hills HS	08/08/2022
MAPES, John (NBM)	Band (B)	Chino Hills HS	08/08/2022
MARQUEZ, Ronald (NBM)	Football (B)	Chino Hills HS	07/25/2022
MISAWA, Keane	Women's Golf (GF)	Chino Hills HS	08/08/2022
MORGAN, Mark (NBM)	Football (B)	Chino Hills HS	08/08/2022
MORIARTY, Timothy (NBM)	Band (B)	Chino Hills HS	08/08/2022
NOBLETT, Luke (NBM)	Men's Water Polo (GF)	Chino Hills HS	08/08/2022
OGATA, Christian (NBM)	Band (B)	Chino Hills HS	08/08/2022
OPPERWALL, Scott (NBM)	Band (B)	Chino Hills HS	08/08/2022
PARKER, Darius (NBM)	Band (B)	Chino Hills HS	08/17/2022

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT - EXTRA DUTY</u> (cont.)			
PIATTONI, Jacob (NBM)	Dance (B)	Chino Hills HS	08/08/2022
PROBST, Jonathan	Band (B)	Chino Hills HS	08/08/2022
ROBERTS, Mia (NBM)	Cheer (B)	Chino Hills HS	08/08/2022
RODRIGUEZ-JIMENEZ, Michael (NBM)	Volleyball (B)	Chino Hills HS	07/13/2022
RUSSELL, Cory (NBM)	Men's Water Polo (B)	Chino Hills HS	08/08/2022
SCHNAKE, Joseph (NBM)	Women's Volleyball (GF)	Chino Hills HS	08/08/2022
SEYMOUR, Jared	Band (B)	Chino Hills HS	08/11/2022
SMIT, Kyle (NBM)	Band (B)	Chino Hills HS	08/08/2022
SMITH, Bradley (NBM)	Football (B)	Chino Hills HS	08/08/2022
SPENCER, Andre (NBM)	Football (GF)	Chino Hills HS	08/08/2022
STONE, Christopher	Cross Country (B)	Chino Hills HS	08/08/2022
STULL, Tyson (NBM)	Football (GF)	Chino Hills HS	08/08/2022
SUVIATE, Alexandra (NBM)	Dance (B)	Chino Hills HS	08/08/2022
THE, Paul (NBM)	Women's Volleyball (B)	Chino Hills HS	08/08/2022
TOBIN, Timothy (NBM)	Men's Water Polo (GF)	Chino Hills HS	08/08/2022
TONG, Howard (NBM)	Women's Tennis (B)	Chino Hills HS	08/10/2022
TRUONG, Kevin (NBM)	Band (B)	Chino Hills HS	08/08/2022
URBINA Jr., Erick (NBM)	Band (B)	Chino Hills HS	08/08/2022
VANG, Andrew (NBM)	Band (B)	Chino Hills HS	08/08/2022
VASQUEZ, George (NBM)	Football (GF)	Chino Hills HS	08/08/2022
VILLEGAS, Austin (NBM)	Football (B)	Chino Hills HS	08/08/2022
YAMASAKI, Kyle (NBM)	Dance (B)	Chino Hills HS	08/08/2022
ARAMBULA, Lindsay (NBM)	Women's Tennis (GF)	Don Lugo HS	08/08/2022
BARAJAS, Enrique (NBM)	Men's Water Polo (GF)	Don Lugo HS	08/08/2022
BARAJAS, Yuleisi (NBM)	Men's Water Polo (GF)	Don Lugo HS	08/08/2022
BAYLON, Cherry (NBM)	Women's Volleyball (GF)	Don Lugo HS	08/08/2022
CABALLERO, Antonio (NBM)	Football (GF)	Don Lugo HS	08/08/2022
CASTELLANOS, Eduardo (NBM)	Football (GF)	Don Lugo HS	08/08/2022
FAVELA, Serena (NBM)	Volleyball (GF)	Don Lugo HS	08/08/2022
FERNANDEZ, Armando (NBM)	Volleyball (B)	Don Lugo HS	08/08/2022
FINCH, Richard	Football (GF)	Don Lugo HS	08/08/2022
GARCIA, Fatima (NBM)	Volleyball (B)	Don Lugo HS	08/08/2022
JERRY, Cole (NBM)	Baseball (B)	Don Lugo HS	07/14/2022
JERRY, Cole (NBM)	Men's Water Polo (B)	Don Lugo HS	07/14/2022
MARTIN, Richard	Football (GF)	Don Lugo HS	08/08/2022
MILLER, Hayden (NBM)	Men's Water Polo (GF)	Don Lugo HS	08/22/2022
MILLER, Hayden (NBM)	Women's Water Polo (B)	Don Lugo HS	08/22/2022
MILLER, Hayden (NBM)	Swim (B)	Don Lugo HS	08/22/2022
MILLER, Tyler (NBM)	Band (B)	Don Lugo HS	08/08/2022
MONROE, Jonathan (NBM)	Football (B)	Don Lugo HS	08/08/2022
PARTIDA, Edward (NBM)	Football (B)	Don Lugo HS	08/18/2022

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT - EXTRA DUTY</u> (cont.)			
PETERSON, Rebecca	Cross Country (B)	Don Lugo HS	08/08/2022
POLITE, Coby	Cross Country (GF)	Don Lugo HS	08/08/2022
POTEET Jr., Ronald	Football (B)	Don Lugo HS	08/08/2022
RANDAZZO, Christopher (NBM)	Football (B)	Don Lugo HS	07/18/2022
ROBLES, Daniel	Football (GF)	Don Lugo HS	08/08/2022
RODRIGUEZ, Ramiro (NBM)	Band (B)	Don Lugo HS	08/08/2022
TENG, Lyle (NBM)	Band (B)	Don Lugo HS	08/08/2022
THIGPEN Jr., William	Football (GF)	Don Lugo HS	08/08/2022
URIBE GUERRERO, Yolanda (NBM)	Band (B)	Don Lugo HS	08/08/2022
WEINSTEIN, Danielle	Women's Golf (GF)	Don Lugo HS	08/08/2022
WILEY, Jason (NBM)	Football (B)	Don Lugo HS	08/08/2022
WROTH, Christen (NBM)	Band (B)	Don Lugo HS	08/08/2022
		TOTAL:	\$176,206.00

APPOINTMENT OF CERTIFICATED SUBSTITUTES EFFECTIVE JULY 1, 2021, THROUGH JUNE 30, 2022

ARAMBURO TJOA, Tamra	AYALA, Laura	BOESKIN, Tyler
GARCIA, Rebeca	GORDON, Moriah	JUAREZ, Julia
KNECHT, Jamie	LOWE, Caitlyn	MARTINEZ-HAMILTON, Michael
MILLSAP, Kayli	PEREZ, Veronica	RAMIREZ, Kaylee
STERK, Ashley	THOMAS, Andre	WALSHE, Elaine

CLASSIFIED PERSONNEL

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

GONZALEZ, Selina	Nutrition Services Assistant I (NS)	Cortez ES	09/06/2022
HILL, Nicole	Playground Supervisor (GF)	Oak Ridge ES	08/24/2022
GILLINGHAM, Emily	Paraprofessional II (SELPA/GF)	Rhodes ES	08/22/2022
RAMIREZ, Sophia	Paraprofessional II (SELPA/GF)	Walnut ES	08/22/2022
DANAO, Kristine	Career Center Guidance Technician (GF)	Ayala HS	08/29/2022
SEARS, Brianna	Paraprofessional I (SELPA/GF)	Ayala HS	08/22/2022
LOUIS, Jesse	Custodian II (GF)	Chino Hills HS	08/22/2022
DIAZ, Luz	Bus Driver (GF)	Transportation	08/24/2022
GUZMAN JUAREZ, Ana Laura	Bus Driver (GF)	Transportation	09/06/2022

ASSIGNMENT CHANGE

GUERRA, Marlo	FROM: Health Technician (GF) 5.5 hrs./185 work days TO: Elementary Library/Media Center Assistant (GF) 3.5 hrs./150 contract days	Wickman ES Cortez ES	09/06/2022
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ADDITIONAL ASSIGNMENT

GAYNOR, Jennifer	Playground Supervisor (GF)	Hidden Trails ES	08/17/2022
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RESIGNATION OF POSITION

SCHMITT, Evangelina	Playground Supervisor (GF)	Woodcrest JHS	08/19/2022
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RESIGNATION

RODRIGUEZ, Veronica	Paraprofessional II (SELPA/GF)	Chino Hills HS	08/12/2022
LARA, Aaron	District Attendance Liaison (GF) and District Attendance Liaison (GF)	Student Support Services	08/18/2022

RETIREMENT

SELPH, Mariann (9 Years of Service)	ASB Student Store Clerk (GF)	Ayala HS	09/30/2022
TROTTER, Joan (13 Years of Service)	Paraprofessional II (SELPA/GF)	Ayala HS	10/08/2022

CLASSIFIED PERSONNEL

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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APPOINTMENT OF SHORT TERM EMPLOYEES EFFECTIVE JULY 1, 2022, THROUGH DECEMBER 31, 2022

DE LA TORRE, Roxana	Paraprofessional II	Chaparral ES
TRIVEDI, Namrata	Paraprofessional II	Cortez ES
ARCOS, Leila	Paraprofessional II	Cortez ES
ROSALEZ-ALVAREZ, Ayla	Paraprofessional II	Glenmeade ES
MCCOLLUM, Amy	Paraprofessional II	Oak Ridge ES
TALAMERA, Marlene	Paraprofessional II	Rolling Ridge ES
IRWIN, Melissa	Paraprofessional II (Bus Aide)	Walnut ES
HOLIDAY, Joy	Paraprofessional II	Wickman ES
LOPEZ, Lorraine	Paraprofessional II	Magnolia JHS
HOUDETSANAKIS, Andrea	Paraprofessional II	Ayala HS
JAST, Ashley	Paraprofessional II	Ayala HS
MACANAS, Maileen	Paraprofessional II	Ayala HS
HERRERA, Susana	Paraprofessional II	Chino HS
DELGADO, Linda	Paraprofessional II	Chino Hills HS
GUZMAN, Christina	Paraprofessional II	Chino Hills HS
PUH, Jeanette	Paraprofessional II	Chino Hills HS

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

BUCKLEY, Jane	DELGADO, Christine	LAKIN, JoAnn
NAGARAJU, Manjulatha	PASTOR, Maria	PINSKY, Lacy

(504)	= Federal Law for Individuals with Handicaps	(SAT)	= Saturday School
(ABG)	= Adult Education Block Grant	(SB813)	= Medi-Cal Admin. Activities Entity Fund
(ASB)	= Associated Student Body	(SELPA)	= Special Education Local Plan Area
(ASF)	= Adult School Funded	(SOAR)	= Students on a Rise
(ATE)	= Alternative to Expulsion	(SPEC)	= Spectrum Schools
(B)	= Booster Club	(SS)	= Summer School
(BTSA)	= Beginning Teacher Support & Assessment	(SWAS)	= School within a School
(C)	= Categorically Funded	(VA)	= Virtual Academy
(CDF)	= Child Development Fund	(WIA)	= Workforce Investment Act
(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		

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 1, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: STUDENT TEACHING AGREEMENT WITH ALLIANT
INTERNATIONAL UNIVERSITY**

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BACKGROUND

Student Teaching, internship, and practicum experience provides a high quality of learning, support, and practical classroom experience for professionals in training. The Chino Valley Unified School District has an opportunity to establish a student teaching agreement with Alliant International University.

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

RECOMMENDATION

It is recommended the Board of Education approve the student teaching agreement with Alliant International University.

FISCAL IMPACT

None.

NE:RR:IB:ED:mcm



Alliant International University
California School
of Education

MEMORANDUM OF UNDERSTANDING

Between

ALLIANT INTERNATIONAL UNIVERSITY, INC. A CALIFORNIA PUBLIC BENEFIT CORPORATION

And

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Alliant International University, Inc., a California Public Benefit Corporation (the “University”), and Chino Valley Unified School District (the “District”) agree to the following conditions that apply to Practicum Students, Student Teachers, and Teacher Interns (collectively, “Interns”) who are or will be enrolled in the Teacher Credential Program, the MA/PPS: School Psychology Program or School Counseling Program through the California School of Education at Alliant International University and will be serving their Practicum or Internship in the District. Interns nominated by either the University or the District shall be mutually acceptable by both the University and the District, and shall be subject to a mutually acceptable placement within the District. This Memorandum of Understanding shall become effective November 04, 2022 for a period of three (3) calendar years. This Memorandum of Understanding may be terminated by either party with sixty (60) days’ written notice, unless both parties agree to an earlier termination date. Any termination of the Memorandum of Understanding by either party shall not affect the status of any Intern who has been placed with the District prior to the effective date of termination.

The University agrees and certifies that:

1. Each Candidate shall have passed the Basic Skills Requirement or California Basic Educational Skill Test (CBEST) and, for Student Teachers and Teacher Interns, required subject matter competency prior to assuming Student Teaching or Intern services or responsibilities.
2. Each Candidate shall possess a Bachelor’s Degree, documented by official transcripts with a minimum overall GPA of 2.5. Teacher Credential Interns shall have passed the subject matter requirement.
3. Each Teacher Intern shall have a minimum of 120 hours of verified pre-service experience with students in educational settings. Each School Psychology Intern shall have a minimum of 400 hours of verified Practicum experience, and each School Counseling Intern shall have a minimum of 100 hours of verified Practicum experience.
4. Each Teacher Intern shall have passed U.S. Constitution coursework or examination.
5. Each Candidate shall be provided adequate supervision, advice, encouragement and support, as appropriate, by University personnel, including but not limited to the University faculty and the University field supervisor as directed by the California Commission on Teacher Credentialing Standards.
6. University Supervisors will observe and evaluate Teacher Interns at least three (3) times during an 8-week term and allocate time with each Intern after each visit to discuss the video observation.
7. Alliant Personnel will interact with District Support Providers at the beginning of the Candidate’s field placement in order to establish roles and duties in order to best support the Candidate.

8. For Teacher Education programs, District Support Providers will be required to provide one evaluation per Alliant academic term (8 weeks) using Alliant's evaluative matrix based on the Teacher Performance Expectations (TPE) established by the Commission on Teacher Credentialing (CTC).
9. The University agrees to pay a stipend to master teachers in the amount of \$175 per 8-week term.
10. The University understands that all Student Teacher Candidates, Interns, and PPS Students are required to adhere to all state and local health orders.

The District agrees and certifies that:

1. The purpose of the Internship Program is to add to the pool of qualified teachers, school psychologists, or school counselors that the District has continually sought to maintain.
2. The Intern's services shall meet the instructional or service needs of the District.
3. The District and Student Teacher or Intern agree to provide quality educational experience to their students through synchronous, asynchronous, in-person and / or online/ distance learning environments.
4. The District and Student Teacher or Intern understand they will be requested to use Video Progress Assessments, Teacher Candidates are required to show their ability to conduct a lesson to, at minimum, a small group of at least 4 students.
5. Each Intern shall be assigned as an Intern under a contract with an appointment of at least .60 FTE of her/his workday, and placed in a job that shall allow for substantial experience in instructional or service duties.
6. No appointment shall be made unless the prospective Intern provides proof of fingerprint clearance of a criminal background check or a photocopy of a California teaching permit, and verification that he or she is free from tuberculosis.
7. No Intern shall displace any fully credentialed employee in the District.
8. Each Intern shall be provided adequate supervision, advice, encouragement and support, as appropriate, by District personnel, including but not limited to both an immediate field supervisor and an in-district mentor as directed by the California Commission on Teacher Credentialing Standards.
9. The District and the University, in partnership, must provide support for each Intern.
10. The District and University, in partnership, must provide a total of 189 hours annually of support for each teacher intern (45 hours of which will be dedicated to ELL support).
11. The Intern's salary shall not be reduced to pay for the supervision of the Intern.
12. The District/School agrees that Student Teacher Candidates shall not receive compensation for hours accrued during their Clinical Practice course work.
13. District Support Providers will interact with Alliant Personnel at the beginning of the candidate's field placement in order to establish roles and duties in order to best support the candidate.
14. The District Support Provider will observe and evaluate each Intern Teacher at least one time during a term (4 times in an academic year because the candidate is required to complete four 8-week terms of clinical practice over the course of the academic year) and allocate time with each Intern after each visit to discuss

the observation. The District Support Provider will provide evidence of each observation and evaluation to the University Supervisor.

15. District Site Support Providers must hold credentials in the same areas as the Interns they support and/or hold an Administrative Services Credential.
16. All Intern Teachers and Student Teachers must have experience working with diverse student populations including English Language Learners (ELLs), students with disabilities, and students from varying socioeconomic statuses. For Clinical Practice placements, 10% of each area of the student population must be comprised of each of the following: ELLs, students with disabilities, and students from a low socioeconomic background. If a candidate is in a Clinical Practice placement that falls short of the 10% threshold in any of the aforementioned areas, the District understands that for each percentage point below that threshold, the candidate will be required to observe for two (2) full days in either an ELL classroom, a Special Education classroom, or a classroom at a Title 1 school, depending on the area or areas, of deficient diverse student population group(s), to gain sufficient experience in those student population groups.
17. District Intern Support Providers, and master teachers must have a minimum of three (3) years' teaching experience, have a Clear Credential in the credential area they are supervising (or an Administrative Service Credential), and have a Master's degree or equivalent. The District confirms that its Intern Support Providers have been adequately trained in their supervisory roles.
18. Should an Intern or Student Teacher subject to this MOU fail to adhere to any of the above expectations, District will work with the University to reach a mutually acceptable outcome. If a mutually acceptable outcome cannot be reached between District and the University, District reserves the right to release any Intern or Student Teacher.

INSURANCE

Alliant International University, Inc. shall maintain commercial general liability insurance from an insurance carrier with an AM Best rating of A- VII or better in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate, and shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Memorandum of Understanding. Further, University agrees to maintain sexual misconduct liability insurance, at \$2,000,000 for each victim, and \$4,000,000 for each policy year.

The District shall provide and maintain commercial general liability insurance acceptable to Alliant International University, Inc., or utilize a program of self-insurance in the minimum amounts of \$1,000,000 combined single limit, \$3,000,000 general aggregate, and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Memorandum of Understanding.

Alliant International University does not furnish workers' compensation for students participating in this program. It is understood that Student Teachers are not employees of the District. Alliant International University, Inc., at its discretion, may maintain at its sole expense workers' compensation and employer's liability for students who are participating in its program.

NON-DISCRIMINATION, HARASSMENT, RETALIATION CLAUSE

The University and the District agree to abide by the requirements of all federal and state laws regarding prohibited discrimination, harassment, and retaliation, as well as equal opportunity, including, but not limited to: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, the Equal Pay Act, the Fair Employment & Housing Act of 1968, as amended, the California Unruh Civil Rights Act, the California Fair Pay Act, and the California Fair Employment & Housing Act of 1959, as amended.

The University and the District agree not to discriminate in their enrollment and employment practices, and will render services under this Memorandum of Understanding without regard to an individual's age, race, color, religion, creed, sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), sexual orientation, gender, gender expression, gender identification, national origin, ancestry, genetic information, military or veteran status, political affiliation, disabilities, or any other legally protected status. The University and the District will not permit harassment against individuals based on any of the aforementioned characteristics, nor will they permit retaliation against any individual who makes a good faith complaint regarding discrimination or harassment. Any act of discrimination, harassment, or retaliation committed by the University or the District or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Memorandum of Understanding.

MUTUAL HOLD HARMLESS AND INDEMNIFICATION; LIMITATION OF LIABILITY; STUDENT STATUS

The University shall hold harmless, defend and indemnify the District and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of the University, its officers, employees, or student teachers, incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees and agents.

The District shall hold harmless, defend and indemnify the University and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of the District, its officers, employees, or agents, incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, employees and agents.

Except for the indemnifying party's obligations pursuant to the immediately preceding two paragraphs or the other party's gross negligence or willful misconduct: (i) neither party shall be liable to the other party for any special, incidental, consequential, indirect or punitive damages (including loss of (anticipated) profits), and/or reasonable attorneys' fees and costs, arising in any way out of this Memorandum of Understanding, however caused and on any theory of liability.

Subject to the first two paragraphs of this section, a party shall have no liability to the other party for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct was in the best interests of the parties involved and such course of conduct did not constitute gross negligence or intentional misconduct.

The parties to this Memorandum of Understanding hereby assert that no liability is assumed by either party for damages or injuries which arise from participants independently traveling to or from service sites.

The parties understand and agree that Interns are not employees, contractors or agents of the parties. Interns are students of the University. It is understood and agreed that the University's students are not to be considered employees of the District and therefore students are not eligible for worker's compensation insurance and the University does not maintain worker's compensation insurance for student coverage.

The parties to this Memorandum of Understanding also agree that each is responsible only for the actions of their respective officers, agents, and employees. Neither party hereto is to be considered the agent of the other party for any purpose whatsoever, and neither party has any authority to enter into any contract or assume any obligation for the other party or to make any warranty or representation on behalf of the other party.

CONFIDENTIALITY

The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended (“FERPA”), and that the permission of students must be obtained before student data can be released to anyone.

The parties’ mutual understanding on the treatment of Confidential Information (as defined below) is as follows:

1. The District and the University shall not, and shall not permit any of their respective employees, agents or contractors, to use, reproduce, distribute, publish, disclose, transmit or otherwise transfer, directly or indirectly, to any other person, organization or entity, any Confidential Information of the other party (or any portion thereof), except (i) to the extent necessary to perform its obligations to the other party in connection with this Memorandum of Understanding; or (ii) with the prior written permission of the other party. Each party agrees to disclose the Confidential Information of the other party solely to those of its employees, agents and contractors having a good faith need to know such information. Each party shall protect the Confidential Information of the other party by exercising at least the same measures that such party uses to protect its own confidential information of like character, which shall be no less than a reasonable standard of care. Each party shall be held responsible for any and all breaches of this paragraph by or through any employee, agent or contractor of such party. Each party shall (x) inform all employees, agents and contractors having access to any or all of the Confidential Information of the other party of the existence of this Memorandum of Understanding and the confidentiality obligations set forth herein; and (y) take sufficient steps to cause such employees, agents and contractors to observe the confidentiality obligations set forth herein. If either party or one of their employees, agents or contractors is compelled (by deposition, interrogatory, request for documents, subpoena, civil investigation demand or similar process) to disclose any of the Confidential Information of the other party, that party shall provide the other party with prompt prior written notice of such compulsion so that the other party may seek, at its own expense, a protective order or other appropriate remedy or, if appropriate, waive compliance with the terms of this Memorandum of Understanding.
2. As used herein, “Confidential Information” means all confidential information in documents or other tangible materials clearly marked as proprietary or confidential about, or disclosed by, either party to this Memorandum of Understanding, including knowledge, technical and business information relating to such party’s products, research and development, production, costs, engineering processes, artwork, designs, computer software, formulas, methods, ideas, concepts, contemplated new services, improvements, associations with other organizations, profit or margin information, finances, customers, suppliers, marketing, and past, present or future business plans and business arrangements, and information concerning employees (including, in the case of the University and the District, faculty), Interns, and students or prospective students (provided any disclosure relating to any student or prospective student is permitted by and carried out in accordance with FERPA). Notwithstanding the foregoing, no information shall be deemed Confidential Information if such information: (i) is generally known to the public on the date of disclosure of same or becomes generally known to the public after such date through no breach of this Memorandum of Understanding or any other obligation of confidentiality; (ii) was known by the party receiving such information under this Memorandum of Understanding (the “Receiving Party”) without any obligation to hold it in confidence at the time of disclosure; (iii) is received by the Receiving Party after the date of disclosure by the other party (the “Disclosing Party”) hereunder from a third party without imposition, knowledge or breach of any obligation of confidentiality; (iv) is independently developed by the Receiving Party after the date of disclosure by the Receiving Party without access to Confidential Information of the Disclosing Party; or (v) is approved for release by written authorization of the Disclosing Party.
3. The District and the University acknowledge that the University’s use of the internship programs may be subject to the privacy regulations outlined in FERPA, for the handling of such information. The District shall not knowingly disclose Confidential Information to any third party in violation of FERPA. The District represents and warrants that it will comply with FERPA to the extent applicable and will instruct its employees handling Intern student information provided by the University of its obligations under FERPA. The District further agrees that it will prohibit its employees from accessing any records of any student or

prospective students at the University, including Interns, without a valid business reason to access such records.

GENERAL TERMS

This Memorandum of Understanding contains all of the terms and conditions between the parties. This Memorandum of Understanding may be revised or modified only by mutual agreement and written amendment signed by both parties.

Each party represents and warrants to the other party that: (i) it has all requisite power and authority to execute this Memorandum of Understanding and to perform its obligations hereunder; (ii) the execution, delivery and performance of this Memorandum of Understanding have been duly authorized and approved by each party, and will not conflict with any agreement of, or law applicable to, such party; (iii) this Memorandum of Understanding is a valid and binding agreement of each party enforceable in accordance with its terms.

In addition to its representations in the immediately preceding paragraph, the District represents and warrants to the University that:

1. it is and will continue to be in compliance all applicable federal, state, and local laws, including without limitation all privacy, data protection, advertising and marketing laws, and contracts;
2. neither it nor any of its affiliates has been debarred or suspended, or engaged in any activity that is cause for debarment or suspension, pursuant to applicable state law; and
3. it shall take any and all actions, or refrain from or cease such actions, as is necessary to maintain the University's reputation, accreditation, state approvals, Title IV eligibility, and academic integrity, including, but not limited to, adherence with the U.S. Department of Education's misrepresentation regulations provided at 34 C.F.R. Part 668 Subpart F.

Neither party may, without written approval of the other, assign this Memorandum of Understanding or transfer its interest or any part thereof under this Memorandum of Understanding to any third party, except that a party may assign its rights or obligations to a third party in connection with the merger, reorganization or acquisition of stock or assets affecting all or substantially all of the properties or assets of the assigning party.

This Memorandum of Understanding constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions or warranties among the parties other than those set forth herein provided for.

If any of the sections of this Memorandum of Understanding shall be deemed invalid, void, or for any reason unenforceable, that section shall be deemed severable and shall not affect the validity and enforceability of any remaining section.

Except for ancillary measures in aid of arbitration and for proceedings to obtain provisional or equitable remedies and interim relief, including, without limitation, injunctive relief, any controversy, dispute or claim arising out of or in connection with or relating to this Memorandum of Understanding, or the breach, termination or validity thereof or any transaction contemplated hereby (any such controversy, dispute or claim being referred to as a "Dispute"), shall be finally settled by arbitration administered by Judicial Arbitration & Mediation Services, Inc. ("JAMS"), pursuant to its Comprehensive Arbitration Rules & Procedures (the "JAMS Rules"). The parties understand and agree that, by signing this Agreement, they are expressly waiving, to the fullest extent permitted by law, any and all rights to a trial before a judge or jury or hearing before an adjudicative agency, regarding any disputes and claims which they now have or which they may in the future have that are subject to arbitration under this Agreement. There shall be one neutral arbitrator that shall be mutually agreed to by the parties or, if the parties do not agree, then one shall be appointed pursuant to JAMS's procedures, in each case, within 30 business days of receipt of the demand for arbitration by the respondent(s) in any such proceeding. An arbitration pursuant to this paragraph

shall take place in San Diego, California. A final award shall be rendered as soon as reasonably possible. The Arbitrator shall permit both parties to engage in reasonable pre-hearing discovery to obtain information to prosecute or defend the asserted claims. The arbitration decision or award shall be in writing. The arbitrator shall have the authority to award any relief authorized by law in connection with the asserted claims or disputes. Judgment on the decision or award rendered by the arbitrator may be entered and specifically enforced in any court having jurisdiction thereof. All arbitrations commenced pursuant to this Memorandum of Understanding, or any other related agreement or document, shall be consolidated and heard by the initially appointed arbitrator. The arbitration award or ruling shall provide for payment by the losing party of the fees and costs of the arbitration, including without limitation, the reasonable attorneys' fees and attorneys' costs incurred by the prevailing parties.

This Memorandum of Understanding, and any controversy arising out of or relating to this Memorandum of Understanding, shall be governed by and construed in accordance with the internal laws of the State of California, without regard to conflict of law principles that would result in the application of any law other than the law of the State of California.

This Memorandum of Understanding may be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and each of which may be executed by less than all parties, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

The titles and subtitles used in this Memorandum of Understanding are used for convenience only and are not to be considered in construing or interpreting this Memorandum of Understanding.

All notices and other communications given or made pursuant to this Memorandum of Understanding shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on the signature page hereto, or to such facsimile number or address as subsequently modified by written notice given in accordance with this paragraph.

The Sections titled "Non-Discrimination, Harassment, and Retaliation Clause," "Mutual Hold Harmless and Indemnification; Limitation of Liability; Student Status," "Confidentiality," and "General Terms" shall survive the termination of this Memorandum of Understanding.

The obligations of the parties to this MOU are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care, including, but not limited to, natural disasters, riots, wars, epidemics, pandemics, or any other similar cause.

(Signatures on following page)

IN WITNESS WHEREOF, and intending to be legally bound, the parties have duly executed this Memorandum of Understanding by their authorized representatives as of the date first written above.

Alliant International University, Inc.:

Dr. Kristy Pruitt, Dean
California School of Education
Alliant International University, Inc.

Date

Address:

10455 Pomerado Rd.
San Diego, CA 92131

Chino Valley Unified School District:

Chino Valley Unified School District

Date

Address:

5130 Riverside Drive
Chino, CA 91710

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 1, 2022
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
Stacy Ayers-Escarcega, Ed.D., Director, Access & Equity
SUBJECT: REVISION OF BOARD POLICY AND ADMINISTRATIVE REGULATION 5125.1 STUDENTS – RELEASE OF DIRECTORY INFORMATION

=====

BACKGROUND

Board policies, administrative regulations, and bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current District practice. Board Policy and Administrative Regulation 5125.1 Students – Release of Directory Information are being revised to reflect mandated model policy of the California Attorney General pursuant to Education Code (EC) 234.7, as added by Assembly Bill 699. Revisions expand the list of items not considered directory information and the requirement to include this list on the annual parental notification, which also describes the manner in which parents/guardians may refuse the release of directory information.

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

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

RECOMMENDATION

It is recommended the Board of Education receive for information the revision of Board Policy and Administrative Regulation 5125.1 Students – Release of Directory Information.

FISCAL IMPACT

None.

NE:LF:SA:gks

RELEASE OF DIRECTORY INFORMATION

The Board of Education recognizes the importance of maintaining the confidentiality of directory information and therefore authorizes the release of such information only in accordance with law, board policy and administrative regulation.

THE SUPERINTENDENT OR DESIGNEE MAY RELEASE STUDENT DIRECTORY INFORMATION TO REPRESENTATIVES OF THE NEWS MEDIA OR NONPROFIT ORGANIZATIONS IN ACCORDANCE WITH BOARD POLICY AND ADMINISTRATIVE REGULATION.

The Superintendent or designee may limit or deny the release of specific categories of directory information to any public or private nonprofit organization based on his/her determination of the best interest of the student. (Education Code 49073)

Colleges and prospective employers, including military recruiters, shall have access to directory information. Military recruiters shall have access to a student's name, address, and telephone number, unless the parent/guardian has specified that the information not be released in accordance with law and administrative regulation. (20 USC 7908; 10 USC 503; Education Code 49603)

(cf. 6164.2 - Guidance/Counseling Services)

Under no circumstances shall directory information be disclosed to a private profit-making entity, other than employers and prospective employers. Private schools and colleges may be given the names and addresses of the 12th grade students and students who are no longer enrolled provided they use this information only for purposes directly related to the institution's academic or professional goals. (Education Code 49073)

Legal Reference:**EDUCATION CODE**

49061 Definitions

49063 Notification of Parents of Their Rights

49073 Release of Directory Information

49073.5 Directory Information; Military Representatives; Telephone Numbers

49603 Public High Schools; Military Recruiting

UNITED STATES CODE, TITLE 10

503 Military Recruiter Access to Directory Information

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

7908 Armed Forces Recruiter Access to Students and Student Recruiting Information

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

RELEASE OF DIRECTORY INFORMATION (cont.)

Management Resources:

WEB SITES

U.S. Dept of Ed., Family Policy Compliance Office: <http://www.ed.gov/policy/gen/guid/fpc/index.htm>

Chino Valley Unified School District

Policy adopted: January 23, 1997

Revised: August 15, 2002

Revised: February 5, 2009

REVISED:

RELEASE OF DIRECTORY INFORMATION**Definition**

Directory information means information contained in a student record that would not generally be considered harmful or an invasion of privacy if disclosed.

Such student information includes: (34 CFR 99.3; Education Code 49061)

1. Name
2. Address
3. Telephone number
4. Email address
5. Date of birth
6. Major field of study
7. Participation in officially recognized activities and sports
8. Weight and height of athletic team members
9. Dates of attendance
10. Degrees and awards received
11. Most recent previous school attended

(cf. 1113 - District and School Websites)

Directory information does not include a student's social security number or student identification number. However, directory information may include a student identification number, user identification, or other personal identifier used by the student for purposes of accessing or communicating in electronic systems provided that the identifier cannot be used to gain access to education records except when used in conjunction with a personal identification number, password, or other factor known or possessed only by the authorized user. (34 CFR 99.3)

DIRECTORY INFORMATION ALSO DOES NOT INCLUDE A STUDENT'S CITIZENSHIP STATUS, IMMIGRATION STATUS, PLACE OF BIRTH, OR ANY OTHER INFORMATION INDICATING NATIONAL ORIGIN.

Notification to Parents/Guardians

At the beginning of each school year, all parents/guardians shall be notified as to the categories of directory information the District plans to release and the recipients of the information. The notification shall also inform parents/guardians of their right to refuse to let the District designate any or all types of information as directory information and the period of time within which a parent/guardian must notify the District in writing that he/she does not want a certain category of information designated as directory information. (Education Code 49063, 49073; 34 CFR 99.37)

(cf. 5125 - Student Records)

RELEASE OF DIRECTORY INFORMATION (cont.)

(cf. 5145.6 - Parental Notifications)

IN ADDITION, THE ANNUAL PARENTAL NOTIFICATION SHALL INCLUDE A STATEMENT THAT DIRECTORY INFORMATION DOES NOT INCLUDE CITIZENSHIP STATUS, IMMIGRATION STATUS, PLACE OF BIRTH, OR ANY OTHER INFORMATION INDICATING NATIONAL ORIGIN AND THAT THE DISTRICT WILL NOT RELEASE SUCH INFORMATION WITHOUT PARENTAL CONSENT OR A COURT ORDER.

The Superintendent or designee shall notify parents/guardians that they may request that the District not release the name, address, and telephone number of their child to military recruiters, employers, or institutions of higher education without prior written consent. (20 USC 7908)

Parent/Guardian Consent

NO DIRECTORY INFORMATION OF A STUDENT IDENTIFIED AS A HOMELESS CHILD OR YOUTH AS DEFINED IN 42 USC 11434A SHALL BE RELEASED, UNLESS THE PARENT/GUARDIAN, OR THE STUDENT IF HE/SHE IS 18 YEARS OR OLDER, HAS PROVIDED WRITTEN CONSENT THAT DIRECTORY INFORMATION MAY BE RELEASED. Directory information shall not be released regarding any student whose parent/guardian notifies the District in writing that such information may not be disclosed without the parent/guardian's prior consent. (Education Code 49073; 20 USC 1232g)

For a former student, the District shall continue to honor any valid request to opt out of the disclosure of directory information made while the student was in attendance at the district, unless the opt-out request has been rescinded. (34 CFR 99.37)

Chino Valley Unified School District

Regulation approved: January 23, 1997

Revised: August 15, 2002

Revised: January 15, 2009

Revised: February 2, 2012

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 1, 2022
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
Stacy Ayers-Escarcega, Ed.D., Director, Access and Equity
SUBJECT: NEW BOARD POLICY AND ADMINISTRATIVE REGULATION 5145.13 STUDENTS – RESPONSE TO IMMIGRATION ENFORCEMENT

=====

BACKGROUND

Board policies, administrative regulations, and bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current District practice. Board Policy and Administrative Regulation 5145.13 Students – Response to Immigration Enforcement has been created to reflect new and updated policies and current District practice.

New Board Policy and Administrative Regulation 5145.13 Students – Response to Immigration Enforcement establishes protocol to provide a safe and welcoming place for all students and their families irrespective of their citizenship or immigration status by limiting assistance with immigration enforcement at District schools. The District is mandated to adopt policy consistent with the California Attorney General’s model policy pursuant to Education Code 234.7.

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 and Administrative Regulation 5145.13 Students – Response to Immigration Enforcement.

FISCAL IMPACT

None.

NE:LF:SA:gks

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

RESPONSE TO IMMIGRATION ENFORCEMENT (CONT.)

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)

Legal Reference:

EDUCATION CODE

200 Educational Equity

220 Prohibition of Discrimination

234.1 Safe Place to Learn Act

234.7 Student Protections Relating to Immigration and Citizenship Status

48204.4 Evidence of Residency for School Enrollment

48980 Parental Notifications

48985 Notices to Parents in Language Other than English

GOVERNMENT CODE

8310.3 California Religious Freedom Act

PENAL CODE

422.55 Definition of Hate Crime

627.1-627.6 Access to School Premises, Outsiders

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

COURT DECISIONS

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

Management Resources:

CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS

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

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting A Safe And Secure Learning Environment For All: Guidance And Model Policies To Assist California's K-12 Schools In Responding To Immigration Issues, April 2018

WEBSITES

California School Boards Association: <http://www.csba.org>

California Office of the Attorney General: <http://oag.ca.gov>

California Department of Education: <http://www.cde.ca.gov>

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

California Department of Justice: <http://www.justice.gov>

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:**

RESPONSE TO IMMIGRATION ENFORCEMENT

RESPONDING TO REQUESTS FOR INFORMATION

UNLESS AUTHORIZED BY THE FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT PURSUANT TO 20 USC 1232G, STUDENT INFORMATION SHALL NOT BE DISCLOSED TO IMMIGRATION LAW ENFORCEMENT AUTHORITIES WITHOUT PARENTAL CONSENT, A COURT ORDER, OR JUDICIAL SUBPOENA. THE SUPERINTENDENT OR DESIGNEE SHALL ANNUALLY NOTIFY PARENTS/GUARDIANS THAT THE DISTRICT WILL NOT RELEASE STUDENT INFORMATION TO THIRD PARTIES FOR IMMIGRATION ENFORCEMENT PURPOSES, UNLESS THE PARENT/GUARDIAN CONSENTS OR AS REQUIRED TO DO SO BY A COURT ORDER OR JUDICIAL SUBPOENA.

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

UPON RECEIVING ANY VERBAL OR WRITTEN REQUEST FOR INFORMATION RELATED TO A STUDENT'S OR FAMILY'S IMMIGRATION OR CITIZENSHIP STATUS, DISTRICT STAFF SHALL:

1. NOTIFY THE SUPERINTENDENT OR DESIGNEE ABOUT THE INFORMATION REQUEST
2. PROVIDE STUDENTS AND FAMILIES WITH APPROPRIATE NOTICE AND A DESCRIPTION OF THE IMMIGRATION OFFICER'S REQUEST
3. DOCUMENT ANY REQUEST FOR INFORMATION BY IMMIGRATION AUTHORITIES
4. PROVIDE STUDENTS AND PARENTS/GUARDIANS WITH ANY DOCUMENTS PROVIDED BY THE IMMIGRATION ENFORCEMENT OFFICER, UNLESS SUCH DISCLOSURE IS PROHIBITED BY A SUBPOENA SERVED ON THE DISTRICT OR IN CASES INVOLVING INVESTIGATIONS OF CHILD ABUSE, NEGLECT, OR DEPENDENCY

(cf. 5141.4 - Child Abuse Prevention and Reporting)

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 NATIONAL ORIGIN, IMMIGRATION STATUS, RELIGION, OR OTHER CATEGORY OF INDIVIDUAL CHARACTERISTICS PROTECTED AGAINST UNLAWFUL DISCRIMINATION. (Government Code 8310.3)

RESPONSE TO IMMIGRATION ENFORCEMENT (CONT.)

RESPONDING TO REQUESTS FOR ACCESS TO STUDENTS OR SCHOOL GROUNDS

DISTRICT STAFF SHALL RECEIVE PARENT/GUARDIAN CONSENT BEFORE A STUDENT IS INTERVIEWED OR SEARCHED BY ANY OFFICER SEEKING TO ENFORCE CIVIL IMMIGRATION LAWS AT THE SCHOOL, UNLESS THE OFFICER PRESENTS A VALID, EFFECTIVE WARRANT SIGNED BY A JUDGE OR A VALID, EFFECTIVE COURT ORDER. A STUDENT'S PARENT/GUARDIAN SHALL BE IMMEDIATELY NOTIFIED IF A LAW ENFORCEMENT OFFICER REQUESTS OR GAINS ACCESS TO THE STUDENT FOR IMMIGRATION ENFORCEMENT PURPOSES, UNLESS THE JUDICIAL WARRANT OR SUBPOENA RESTRICTS DISCLOSURE TO THE PARENT/GUARDIAN.

(cf. 5145.12 - Search and Seizure)

ALL VISITORS AND OUTSIDERS, INCLUDING IMMIGRATION ENFORCEMENT OFFICERS, SHALL REGISTER WITH THE PRINCIPAL OR DESIGNEE UPON ENTERING SCHOOL GROUNDS DURING SCHOOL HOURS. EACH VISITOR OR OUTSIDER SHALL PROVIDE THE PRINCIPAL OR DESIGNEE WITH HIS/HER NAME, ADDRESS, OCCUPATION, AGE IF LESS THAN 21, PURPOSE IN ENTERING SCHOOL GROUNDS, PROOF OF IDENTITY, AND ANY OTHER INFORMATION REQUIRED BY LAW. (Penal Code 627.2, 627.3)

(cf. 1250 - Visitors/Outsiders)

DISTRICT STAFF SHALL REPORT THE PRESENCE OF ANY IMMIGRATION ENFORCEMENT OFFICERS TO APPROPRIATE ADMINISTRATORS AND/OR THE SCHOOL RESOURCE OFFICERS.

(cf. 3515.3 - District Police/Security Department)

AS EARLY AS POSSIBLE, DISTRICT STAFF SHALL NOTIFY THE SUPERINTENDENT OR DESIGNEE OF ANY REQUEST BY AN IMMIGRATION ENFORCEMENT OFFICER FOR ACCESS TO THE SCHOOL OR A STUDENT OR FOR REVIEW OF SCHOOL DOCUMENTS, INCLUDING SERVICE OF LAWFUL SUBPOENAS, PETITIONS, COMPLAINTS, WARRANTS, OR OTHER SUCH DOCUMENTS.

IN ADDITION, DISTRICT STAFF SHALL TAKE THE FOLLOWING ACTIONS IN RESPONSE TO AN OFFICER PRESENT ON THE SCHOOL CAMPUS SPECIFICALLY FOR IMMIGRATION ENFORCEMENT PURPOSES:

RESPONSE TO IMMIGRATION ENFORCEMENT (CONT.)

1. ADVISE THE OFFICER THAT BEFORE SCHOOL PERSONNEL CAN RESPOND TO THE OFFICER'S REQUEST, THEY MUST FIRST RECEIVE NOTIFICATION AND DIRECTION FROM THE SUPERINTENDENT OR DESIGNEE, EXCEPT UNDER EXIGENT CIRCUMSTANCES THAT NECESSITATE IMMEDIATE ACTION
2. REQUEST TO SEE THE OFFICER'S CREDENTIALS, INCLUDING THEIR NAME AND BADGE NUMBER, AND THE PHONE NUMBER OF THE OFFICER'S SUPERVISOR, AND NOTE OR MAKE A COPY OF ALL SUCH INFORMATION
3. ASK THE OFFICER FOR THEIR REASON FOR BEING ON SCHOOL GROUNDS AND DOCUMENT THE RESPONSE
4. REQUEST THAT THE OFFICER PRODUCE ANY DOCUMENTATION THAT AUTHORIZES THEIR SCHOOL ACCESS
5. MAKE A COPY OF ALL DOCUMENTS PRODUCED BY THE OFFICER AND RETAIN ONE COPY FOR SCHOOL RECORDS
6. IF THE OFFICER DECLARES THAT EXIGENT CIRCUMSTANCES EXIST AND DEMANDS IMMEDIATE ACCESS TO THE CAMPUS, COMPLY WITH THE OFFICER'S ORDERS AND IMMEDIATELY CONTACT THE SUPERINTENDENT OR DESIGNEE
7. IF THE OFFICER DOES NOT DECLARE THAT EXIGENT CIRCUMSTANCES EXIST, RESPOND ACCORDING TO THE REQUIREMENTS OF THE OFFICER'S DOCUMENTATION, AS FOLLOWS:
 - A. IF THE OFFICER HAS AN IMMIGRATIONS AND CUSTOMS ENFORCEMENT (ICE) ADMINISTRATIVE WARRANT, DISTRICT STAFF SHALL INFORM THE AGENT THAT THEY CANNOT CONSENT TO ANY REQUEST WITHOUT FIRST CONSULTING WITH THE DISTRICT'S LEGAL COUNSEL OR OTHER DESIGNATED DISTRICT OFFICIAL.
 - B. IF THE OFFICER HAS A FEDERAL JUDICIAL WARRANT, SUCH AS A SEARCH AND SEIZURE WARRANT OR AN ARREST WARRANT SIGNED BY A FEDERAL JUDGE OR MAGISTRATE, DISTRICT STAFF SHALL PROMPTLY COMPLY WITH THE WARRANT. IF FEASIBLE, DISTRICT STAFF SHALL CONSULT WITH THE DISTRICT'S LEGAL COUNSEL OR DESIGNATED ADMINISTRATOR BEFORE PROVIDING THE OFFICER WITH ACCESS TO THE PERSON OR MATERIALS SPECIFIED IN THE WARRANT.

RESPONSE TO IMMIGRATION ENFORCEMENT (CONT.)

- C. IF THE OFFICER HAS A SUBPOENA FOR PRODUCTION OF DOCUMENTS OR OTHER EVIDENCE, DISTRICT STAFF SHALL INFORM THE DISTRICT'S LEGAL COUNSEL OR OTHER DESIGNATED OFFICIAL OF THE SUBPOENA AND AWAIT FURTHER INSTRUCTIONS AS TO HOW TO PROCEED.
8. DO NOT ATTEMPT TO PHYSICALLY IMPEDE THE OFFICER, EVEN IF THE OFFICER APPEARS TO BE EXCEEDING THE AUTHORIZATION GIVEN UNDER A WARRANT OR OTHER DOCUMENT. IF AN OFFICER ENTERS THE PREMISES WITHOUT CONSENT, DISTRICT STAFF SHALL DOCUMENT THE OFFICER'S ACTIONS WHILE ON CAMPUS.
9. AFTER THE ENCOUNTER WITH THE OFFICER, PROMPTLY MAKE WRITTEN NOTES OF ALL INTERACTIONS WITH THE OFFICER, INCLUDING:
- A. A LIST OR COPY OF THE OFFICER'S CREDENTIALS AND CONTACT INFORMATION
 - B. THE IDENTITY OF ALL SCHOOL PERSONNEL WHO COMMUNICATED WITH THE OFFICER
 - C. DETAILS OF THE OFFICER'S REQUEST
 - D. WHETHER THE OFFICER PRESENTED A WARRANT OR SUBPOENA TO ACCOMPANY THEIR REQUEST, WHAT WAS REQUESTED IN THE WARRANT OR SUBPOENA, AND WHETHER THE WARRANT OR SUBPOENA WAS SIGNED BY A JUDGE
 - E. DISTRICT STAFF'S RESPONSE TO THE OFFICER'S REQUEST
 - F. ANY FURTHER ACTION TAKEN BY THE OFFICER
 - G. A PHOTO OR COPY OF ANY DOCUMENTS PRESENTED BY THE OFFICER
10. PROVIDE A COPY OF THESE NOTES AND ASSOCIATED DOCUMENTS COLLECTED FROM THE OFFICER TO THE DISTRICT'S LEGAL COUNSEL OR OTHER DESIGNATED DISTRICT OFFICIAL

THE DISTRICT'S LEGAL COUNSEL OR OTHER DESIGNATED OFFICIAL SHALL SUBMIT A TIMELY NOTIFICATION TO THE BOARD OF EDUCATION REGARDING THE OFFICER'S REQUESTS AND ACTIONS AND THE DISTRICT'S RESPONSES. (Education Code 234.7)

RESPONSE TO IMMIGRATION ENFORCEMENT (CONT.)

THE SUPERINTENDENT OR DESIGNEE SHALL ALSO EMAIL THE BUREAU OF CHILDREN'S JUSTICE IN THE CALIFORNIA DEPARTMENT OF JUSTICE (BCJ@DOJ.CA.GOV) REGARDING ANY ATTEMPT BY A LAW ENFORCEMENT OFFICER TO ACCESS A SCHOOL SITE OR A STUDENT FOR IMMIGRATION ENFORCEMENT PURPOSES.

RESPONDING TO THE DETENTION OR DEPORTATION OF STUDENT'S FAMILY MEMBER

THE SUPERINTENDENT OR DESIGNEE SHALL ENCOURAGE STUDENTS AND THEIR FAMILIES TO UPDATE THEIR EMERGENCY CONTACT INFORMATION AS NEEDED THROUGHOUT THE SCHOOL YEAR AND TO PROVIDE ALTERNATIVE CONTACTS, INCLUDING AN IDENTIFIED TRUSTED ADULT GUARDIAN, IN CASE A STUDENT'S PARENT/GUARDIAN IS DETAINED OR IS OTHERWISE UNAVAILABLE. THE SUPERINTENDENT OR DESIGNEE SHALL NOTIFY STUDENTS' FAMILIES THAT INFORMATION PROVIDED ON THE EMERGENCY CONTACT LIST WILL ONLY BE USED IN RESPONSE TO SPECIFIC EMERGENCY SITUATIONS AND NOT FOR ANY OTHER PURPOSE.

(cf. 5141 - Health Care and Emergencies)

THE SUPERINTENDENT OR DESIGNEE SHALL ALSO ENCOURAGE ALL STUDENTS AND FAMILIES TO LEARN THEIR EMERGENCY PHONE NUMBERS AND BE AWARE OF THE LOCATION OF IMPORTANT DOCUMENTATION, INCLUDING BIRTH CERTIFICATES, PASSPORTS, SOCIAL SECURITY CARDS, PHYSICIANS' CONTACT INFORMATION, MEDICATION LISTS, LISTS OF ALLERGIES, AND OTHER SUCH INFORMATION THAT WOULD ALLOW THE STUDENTS AND FAMILIES TO BE PREPARED IN THE EVENT THAT A FAMILY MEMBER IS DETAINED OR DEPORTED.

IN THE EVENT THAT A STUDENT'S PARENT/GUARDIAN IS DETAINED OR DEPORTED BY FEDERAL IMMIGRATION AUTHORITIES, THE SUPERINTENDENT OR DESIGNEE SHALL RELEASE THE STUDENT TO THE PERSON(S) DESIGNATED IN THE STUDENT'S EMERGENCY CONTACT INFORMATION OR TO ANY INDIVIDUAL WHO PRESENTS A CAREGIVER'S AUTHORIZATION AFFIDAVIT ON BEHALF OF THE STUDENT. THE SUPERINTENDENT OR DESIGNEE SHALL ONLY CONTACT CHILD PROTECTIVE SERVICES IF DISTRICT PERSONNEL ARE UNABLE TO ARRANGE FOR THE TIMELY CARE OF THE STUDENT BY THE PERSON(S) DESIGNATED IN THE EMERGENCY CONTACT INFORMATION MAINTAINED BY THE SCHOOL OR IDENTIFIED ON A CAREGIVER'S AUTHORIZATION AFFIDAVIT.

RESPONSE TO IMMIGRATION ENFORCEMENT (CONT.)

THE SUPERINTENDENT OR DESIGNEE SHALL NOTIFY A STUDENT WHOSE PARENT/GUARDIAN WAS DETAINED OR DEPORTED THAT THE STUDENT CONTINUES TO MEET THE RESIDENCY REQUIREMENTS FOR ATTENDANCE IN A DISTRICT SCHOOL, PROVIDED THAT THE PARENT/GUARDIAN WAS A RESIDENT OF CALIFORNIA AND THE STUDENT LIVED IN CALIFORNIA IMMEDIATELY BEFORE HE/SHE MOVED OUT OF STATE AS A RESULT OF THE PARENT/GUARDIAN'S DEPARTURE. (Education Code 48204.4)

(cf. 5111.1 - District Residency)

THE SUPERINTENDENT OR DESIGNEE MAY REFER A STUDENT OR THEIR FAMILY MEMBERS TO OTHER RESOURCES FOR ASSISTANCE, INCLUDING, BUT NOT LIMITED TO, AN ICE DETAINEE LOCATOR, LEGAL ASSISTANCE, OR THE CONSULATE OR EMBASSY OF THE PARENT/GUARDIAN'S COUNTRY OF ORIGIN.

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULATION APPROVED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 1, 2022
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
Stephanie Johnson, Director, Student Support Services
SUBJECT: REVISION OF BOARD POLICY AND ADMINISTRATIVE REGULATION 5145.7 STUDENTS – SEXUAL HARASSMENT

=====

BACKGROUND

Board policies, administrative regulations, and bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current District practice. Board Policy and Administrative Regulation 5145.7 Students – Sexual Harassment are being revised to reflect (1) sexual harassment complaints may need to be reviewed under both Title IX sexual harassment complaint procedures and the District’s uniform complaint procedures (UCP); (2) supportive measures provided to the respondent and complainant; (3) added definitions for purposes of applying Title IX complaint procedures; (4) student and parent/guardian notification requirements; and (5) Assembly Bill (AB) 34, requiring the District post the definition of sex discrimination and harassment in a prominent location on the District’s website.

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

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

RECOMMENDATION

It is recommended the Board of Education receive for information the revision of Board Policy and Administrative Regulation 5145.7 Students – Sexual Harassment.

FISCAL IMPACT

None.

NE:LF:SJ:gks

SEXUAL HARASSMENT

The Board of Education is committed to maintaining a safe school environment that is free from harassment and discrimination. The Board prohibits, AT SCHOOL OR AT SCHOOL-SPONSORED OR SCHOOL-RELATED ACTIVITIES, sexual harassment of TARGETED AT ANY students by ~~other students, employees, or other persons, at school or at a school-sponsored or school-related activity~~ ANYONE. The Board also prohibits retaliatory behavior or action against any persons who REPORTS, files a complaint, OR testifies ABOUT, or otherwise ~~participates in district complaint processes~~ SUPPORTS A COMPLAINANT IN ALLEGING SEXUAL HARASSMENT.

THE DISTRICT STRONGLY ENCOURAGES STUDENTS WHO FEEL THAT THEY ARE BEING OR HAVE BEEN SEXUALLY HARASSED ON SCHOOL GROUNDS OR AT A SCHOOL-SPONSORED OR SCHOOL-RELATED ACTIVITY BY ANOTHER STUDENT OR AN ADULT, OR WHO HAVE EXPERIENCED OFF-CAMPUS SEXUAL HARASSMENT THAT HAS A CONTINUING EFFECT ON CAMPUS, TO IMMEDIATELY CONTACT THEIR TEACHER, THE PRINCIPAL, THE DISTRICT'S TITLE IX COORDINATOR, OR ANY OTHER AVAILABLE SCHOOL EMPLOYEE. ANY EMPLOYEE WHO RECEIVES A REPORT OR OBSERVES AN INCIDENT OF SEXUAL HARASSMENT SHALL NOTIFY THE TITLE IX COORDINATOR.

ONCE NOTIFIED, THE TITLE IX COORDINATOR SHALL ENSURE THE COMPLAINT OR ALLEGATION IS ADDRESSED THROUGH AR 5145.71 - TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES OR BP/AR 1312.3 - UNIFORM COMPLAINT PROCEDURES, AS APPLICABLE. BECAUSE A COMPLAINT OR ALLEGATION THAT IS DISMISSED OR DENIED UNDER THE TITLE IX COMPLAINT PROCEDURE MAY STILL BE SUBJECT TO CONSIDERATION UNDER STATE LAW, THE TITLE IX COORDINATOR SHALL ENSURE THAT ANY IMPLEMENTATION OF AR 5145.71 CONCURRENTLY MEETS THE REQUIREMENTS OF BP/AR 1312.3.

THE TITLE IX COORDINATOR SHALL OFFER SUPPORTIVE MEASURES TO THE COMPLAINANT AND RESPONDENT, AS DEEMED APPROPRIATE UNDER THE CIRCUMSTANCES.

THE SUPERINTENDENT OR DESIGNEE SHALL INFORM STUDENTS AND PARENTS/GUARDIANS OF THE DISTRICT'S SEXUAL HARASSMENT POLICY BY DISSEMINATING IT THROUGH PARENT/GUARDIAN NOTIFICATIONS, PUBLISHING IT ON THE DISTRICT'S WEBSITE, AND INCLUDING IT IN STUDENT AND STAFF HANDBOOKS. ALL DISTRICT STAFF SHALL BE TRAINED REGARDING THE POLICY.

SEXUAL HARASSMENT (cont.)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

Instruction/Information

The Superintendent or designee shall ensure that all district students receive age-appropriate ~~instruction and~~ information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment; including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence
2. A clear message that students do not have to endure sexual harassment UNDER ANY CIRCUMSTANCE
3. Encouragement to report observed instances of sexual harassment, even ~~where~~ WHEN the ALLEGED victim of the harassment has not complained
4. A CLEAR MESSAGE THAT STUDENT SAFETY IS THE DISTRICT'S PRIMARY CONCERN, AND THAT ANY SEPARATE RULE VIOLATION INVOLVING AN ALLEGED COMPLAINANT OR ANY OTHER PERSON REPORTING A SEXUAL HARASSMENT INCIDENT WILL BE ADDRESSED SEPARATELY AND WILL NOT AFFECT THE MANNER IN WHICH THE SEXUAL HARASSMENT COMPLAINT WILL BE RECEIVED, INVESTIGATED, OR RESOLVED
5. A CLEAR MESSAGE THAT, REGARDLESS OF A COMPLAINANT'S NONCOMPLIANCE WITH THE WRITING, TIMELINE, OR OTHER FORMAL FILING REQUIREMENTS, EVERY SEXUAL HARASSMENT ALLEGATION THAT INVOLVES A STUDENT, WHETHER AS THE COMPLAINANT, RESPONDENT, OR COMPLAINANT OF THE HARASSMENT, SHALL BE INVESTIGATED AND ACTION SHALL BE TAKEN TO RESPOND TO HARASSMENT, PREVENT RECURRENCE, AND ADDRESS ANY CONTINUING EFFECT ON STUDENTS
6. 4. Information about the district's procedure for investigating complaints and the person(s) to whom a report of sexual harassment should be made

SEXUAL HARASSMENT (cont.)

7. ~~5.~~ Information about the rights of students and parents/guardians to file a criminal complaint, as applicable INCLUDING THE RIGHT TO FILE A CIVIL OR CRIMINAL COMPLAINT WHILE THE DISTRICT INVESTIGATION OF A SEXUAL HARASSMENT COMPLAINT CONTINUES
8. A CLEAR MESSAGE THAT, WHEN NEEDED, THE DISTRICT WILL IMPLEMENT SUPPORTIVE MEASURES TO ENSURE A SAFE SCHOOL ENVIRONMENT FOR A STUDENT WHO IS THE COMPLAINANT OR VICTIM OF SEXUAL HARASSMENT AND/OR OTHER STUDENTS DURING AN INVESTIGATION

Complaint Process AND DISCIPLINARY ACTIONS

Any student who feels ~~that he/she is being or has been~~ sexually harassed on school grounds or at a school-sponsored or school-related activity (e.g., by a visiting athlete or coach) shall immediately contact ~~his/her~~ A teacher or any other employee. An employee who receives such a complaint shall report it in accordance with administrative regulation.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 5141.4 - Child Abuse Prevention and Reporting Procedures)

The Superintendent or designee shall ensure that any complaints regarding sexual harassment are immediately investigated in accordance with administrative regulation. When the Superintendent or designee has determined that harassment has occurred, ~~he/she shall take~~ prompt, AND appropriate action IS TAKEN to end the harassment and to address its effects on the ~~victim~~ COMPLAINANT.

~~Disciplinary Measures~~

UPON COMPLETION OF AN INVESTIGATION OF A SEXUAL HARASSMENT COMPLAINT, Any student FOUND TO HAVE ~~who engaged~~ in sexual harassment or sexual violence ~~at school or at a school-sponsored or school-related activity~~ is in violation of this policy and shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

UPON INVESTIGATION OF A SEXUAL HARASSMENT COMPLAINT, ANY EMPLOYEE FOUND TO HAVE ENGAGED IN SEXUAL HARASSMENT OR SEXUAL VIOLENCE

SEXUAL HARASSMENT (cont.)

TOWARD ANY STUDENT SHALL BE SUBJECT TO DISCIPLINARY ACTION, UP TO AND INCLUDING DISMISSAL, IN ACCORDANCE WITH LAW AND THE APPLICABLE COLLECTIVE BARGAINING AGREEMENT.

Confidentiality and Record-Keeping

~~All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation or take other subsequent necessary action. (5 CCR 4964)~~

~~(cf. 4119.23/4219.23/4319.23—Unauthorized Release of Confidential/Privileged Information) (cf. 5125—Student Records)~~

IN ACCORDANCE WITH LAW AND DISTRICT POLICIES AND REGULATIONS, ~~the~~ Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the District to monitor, address, and prevent repetitive harassing behavior in its schools.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

48900 Grounds for suspension or expulsion

48900.2 Additional grounds for suspension or expulsion; sexual harassment

48904 Liability of parent/guardian for willful student misconduct

48980 Notice at beginning of term

CIVIL CODE

51.9 Liability for sexual harassment; business, service and professional relationships

1714.1 Liability of parents/guardians for willful misconduct of minor

GOVERNMENT CODE

12950.1 Sexual harassment training

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX, discrimination

UNITED STATES CODE, TITLE 42

1983 Civil action for deprivation of rights

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

CODE OF FEDERAL REGULATIONS, TITLE 34

106.1-106.71 Nondiscrimination on the basis of sex in education programs

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567

Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130

Reese v. Jefferson School District, (2001, 9th Cir.) 208 F.3d 736

Davis v. Monroe County Board of Education, (1999) 526 U.S. 629

SEXUAL HARASSMENT (cont.)

Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources:

CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS

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

OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Sexual Violence, April 4, 2011
Sexual Harassment: It's Not Academic, September 2008
Revised Sexual Harassment Guidance, January 2001

WEBSITES

California School Boards Association: www.csba.org
California Department of Education: www.cde.ca.gov
U.S. Department of Education, Office for Civil Rights: www.ed.gov/about/offices/list/ocr

Chino Valley Unified School District

Policy Adopted: October 7, 1999

Revised: August 15, 2002

Revised: June 18, 2009

Revised: May 9, 2013

REVISED:

SEXUAL HARASSMENT

~~Prohibited~~ Sexual harassment includes, but is not limited to, unwelcome sexual advances; unwanted requests for sexual favors; or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the educational setting, ~~when made on the basis of sex and~~ under any of the following conditions: (Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress
2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the students
3. The conduct has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment
4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any District program or activity

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

ANY PROHIBITED CONDUCT THAT OCCURS OFF CAMPUS OR OUTSIDE OF SCHOOL-RELATED OR SCHOOL-SPONSORED PROGRAMS OR ACTIVITIES WILL BE REGARDED AS SEXUAL HARASSMENT IN VIOLATION OF DISTRICT POLICY IF IT HAS A CONTINUING EFFECT ON OR CREATES A HOSTILE SCHOOL ENVIRONMENT FOR THE COMPLAINANT OF THE CONDUCT.

FOR PURPOSES OF APPLYING THE COMPLAINT PROCEDURES SPECIFIED IN TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, SEXUAL HARASSMENT IS DEFINED AS ANY OF THE FOLLOWING FORMS OF CONDUCT THAT OCCURS IN AN EDUCATION PROGRAM OR ACTIVITY IN WHICH A DISTRICT SCHOOL EXERCISES SUBSTANTIAL CONTROL OVER THE CONTEXT AND RESPONDENT: (34 CFR 106.30, 106.44)

1. A DISTRICT EMPLOYEE CONDITIONING THE PROVISION OF A DISTRICT AID, BENEFIT, OR SERVICE ON THE STUDENT'S PARTICIPATION IN SEXUAL MISCONDUCT

SEXUAL HARASSMENT (cont.)

2. CONDUCT DETERMINED BY A REASONABLE PERSON TO BE SO SEVERE, PERVASIVE, AND OBJECTIVELY OFFENSIVE THAT IT EFFECTIVELY DENIES A STUDENT EQUAL ACCESS TO THE DISTRICT'S EDUCATION PROGRAM OR ACTIVITY
3. SEXUAL ASSAULT, DATING VIOLENCE, DOMESTIC VIOLENCE, OR STALKING AS DEFINED IN 20 USC 1092 OR 34 USC 12291

EXAMPLES OF SEXUAL HARASSMENT

Examples of types of conduct which are prohibited in the District and which may constitute sexual harassment UNDER STATE AND/OR FEDERAL LAW, IN ACCORDANCE WITH THE DEFINITIONS ABOVE, include, but are not limited to:

1. Unwelcome leering, sexual flirtations, or propositions
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions
3. Graphic verbal comments about an individual's body or overly personal conversations
4. Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature
5. Spreading sexual rumors
6. Teasing or sexual remarks about students enrolled in a predominantly single-genderSEX class
7. Massaging, grabbing, fondling, stroking, or brushing the body
8. Touching an individual's body or clothes in a sexual way
9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex
10. Displaying sexually suggestive objects
11. Sexual assault, sexual battery, or sexual coercion

SEXUAL HARASSMENT (cont.)

12. ELECTRONIC COMMUNICATIONS CONTAINING COMMENTS, WORDS, OR IMAGES DESCRIBED ABOVE

TITLE IX COORDINATOR/COMPLIANCE OFFICER

THE DISTRICT DESIGNATES THE FOLLOWING INDIVIDUAL(S) AS THE RESPONSIBLE EMPLOYEE(S) TO COORDINATE ITS EFFORTS TO COMPLY WITH TITLE IX OF THE EDUCATION AMENDMENTS OF 1972 IN ACCORDANCE WITH AR 5145.71 - TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES, AS WELL AS TO OVERSEE, INVESTIGATE, AND/OR RESOLVE SEXUAL HARASSMENT COMPLAINTS PROCESSED UNDER AR 1312.3 - UNIFORM COMPLAINT PROCEDURES. THE TITLE IX COORDINATOR(S) MAY BE CONTACTED AT:

Investigation of Complaints of School Employees or Other Adults toward Students

Complaints of sexual harassment, harassment, discrimination according to Board Policy by school employees toward students shall be investigated according to Administrative Regulation 4031 and referred to the Coordinator of Nondiscrimination and Employment:

~~Grace Park, Ed.D.~~
Assistant Superintendent, Human Resources
5130 Riverside Drive, Chino, CA
(909) 628-1201 ext. 1110

Investigation of Complaints of Students towards Other Students

The Board of Education designates the following position as Coordinator for Nondiscrimination Regarding Student-On-Student Complaints:

~~Stephanie Johnson Director, Student Support Services~~
COORDINATOR OF EQUITY, DIVERSITY, AND SUPPORT SYSTEMS
~~13453 Ramona Avenue, Chino, CA 91710~~
2730 SOUTH BON VIEW AVENUE, ONTARIO, CA, 91761
(909) 628-1201 ext. ~~7750~~ 6745

SEXUAL HARASSMENT (cont.)**Site-Level Grievance Procedure**

~~Complaints of sexual harassment, harassment or any behavior prohibited by the district's Nondiscrimination/Harassment Policy 5145.3 and Bullying Policy 5131.2, shall be handled in accordance with the following procedure:~~ ALL COMPLAINTS AND ALLEGATIONS OF SEXUAL HARASSMENT BY AND AGAINST STUDENTS SHALL BE INVESTIGATED AND RESOLVED IN ACCORDANCE WITH LAW AND DISTRICT PROCEDURES. THE TITLE IX COORDINATOR SHALL REVIEW THE ALLEGATIONS TO DETERMINE THE APPLICABLE PROCEDURE FOR RESPONDING TO THE COMPLAINT. ALL COMPLAINTS THAT MEET THE DEFINITION OF SEXUAL HARASSMENT UNDER TITLE IX SHALL BE INVESTIGATED AND RESOLVED IN ACCORDANCE WITH AR 5145.71 - TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES. OTHER SEXUAL HARASSMENT COMPLAINTS SHALL BE INVESTIGATED AND RESOLVED PURSUANT TO BP/AR 1312.3 - UNIFORM COMPLAINT PROCEDURES.

IF SEXUAL HARASSMENT IS FOUND FOLLOWING AN INVESTIGATION, THE TITLE IX COORDINATOR, OR DESIGNEE IN CONSULTATION WITH THE COORDINATOR, SHALL TAKE PROMPT ACTION TO STOP THE SEXUAL HARASSMENT, PREVENT RECURRENCE, IMPLEMENT REMEDIES, AND ADDRESS ANY CONTINUING EFFECTS.

- ~~1. Notice and Receipt of Complaint: Any student who believes he/she has been subjected to sexual harassment or who has witnessed sexual harassment may file a complaint with any school employee. Within 24 hours of receiving a complaint, the school employee shall report it to the principal or district coordinator for nondiscrimination. In addition, any school employee who observes any incident of sexual harassment involving a student shall, within 24 hours, report this observation to the principal or district coordinator for nondiscrimination, whether or not the victim files a complaint.~~
1. A STUDENT OR PARENT/GUARDIAN WHO BELIEVES THAT THE STUDENT HAS BEEN SUBJECTED TO SEXUAL HARASSMENT BY ANOTHER STUDENT, AN EMPLOYEE, OR A THIRD PARTY OR WHO HAS WITNESSED SEXUAL HARASSMENT IS STRONGLY ENCOURAGED TO REPORT THE INCIDENT TO A TEACHER, THE PRINCIPAL, THE DISTRICT'S TITLE IX COORDINATOR, OR ANY OTHER AVAILABLE SCHOOL EMPLOYEE. WITHIN ONE SCHOOL DAY OF RECEIVING SUCH A REPORT, THE PRINCIPAL OR OTHER SCHOOL EMPLOYEE SHALL FORWARD THE REPORT TO THE DISTRICT'S TITLE IX COORDINATOR. ANY SCHOOL EMPLOYEE WHO OBSERVES AN INCIDENT OF SEXUAL HARASSMENT INVOLVING A STUDENT SHALL, WITHIN ONE SCHOOL DAY, REPORT THE OBSERVATION

SEXUAL HARASSMENT (cont.)

TO THE PRINCIPAL OR TITLE IX COORDINATOR. THE REPORT SHALL BE MADE REGARDLESS OF WHETHER THE ALLEGED VICTIM FILES A FORMAL COMPLAINT OR REQUESTS CONFIDENTIALITY.

WHEN A REPORT OR COMPLAINT OF SEXUAL HARASSMENT INVOLVES OFF-CAMPUS CONDUCT, THE TITLE IX COORDINATOR SHALL ASSESS WHETHER THE CONDUCT MAY CREATE OR CONTRIBUTE TO THE CREATION OF A HOSTILE SCHOOL ENVIRONMENT. IF THE TITLE IX COORDINATOR DETERMINES THAT A HOSTILE ENVIRONMENT MAY BE CREATED, THE COMPLAINT SHALL BE INVESTIGATED AND RESOLVED IN THE SAME MANNER AS IF THE PROHIBITED CONDUCT OCCURRED AT SCHOOL.

WHEN A VERBAL OR INFORMAL REPORT OF SEXUAL HARASSMENT IS SUBMITTED, THE TITLE IX COORDINATOR SHALL INFORM THE STUDENT OR PARENT/GUARDIAN OF THE RIGHT TO FILE A FORMAL WRITTEN COMPLAINT IN ACCORDANCE WITH APPLICABLE DISTRICT COMPLAINT PROCEDURES.

2. Initiation of Investigation: The principal or District coordinator for ~~nondiscrimination~~ TITLE IX shall initiate an impartial investigation of an allegation of sexual harassment within five school days of receiving notice of the harassing behavior, regardless of whether a formal complaint has been filed. The District shall be considered to have "notice" of the need for an investigation upon receipt of information from a student who believes he/she has been subjected to harassment, the student's parent/guardian, an employee who received a complaint from a student, or any employee or student who witnessed the behavior.

If the principal or District coordinator for ~~nondiscrimination~~ TITLE IX receives an anonymous complaint or media report about alleged sexual harassment, ~~he/she~~ IT shall BE determineD whether it is reasonable to pursue an investigation considering the specificity and reliability of the information, the seriousness of the alleged incident, and whether any individuals can be identified who were subjected to the alleged harassment.

3. Initial Interview with Student: When a student or parent/guardian has complained or provided information about sexual harassment, the principal or district coordinator for ~~nondiscrimination~~ TITLE IX shall describe the District's grievance procedure and discuss what actions are being sought by the student in response to the complaint. The student who is complaining shall have an

SEXUAL HARASSMENT (cont.)

opportunity to describe the incident, identify witnesses who may have relevant information, provide other evidence of the harassment, and/OR put his/her THE complaint in writing. If the student requests confidentiality, he/she THE STUDENT shall be informed that such a request may limit the District's ability to investigate.

4. Investigation Process: The principal or District coordinator for ~~nondiscrimination~~ TITLE IX shall keep the complaint and allegation confidential, except as necessary to carry out the investigation or take other subsequent necessary action. (5 CCR 4964)

The principal or District coordinator for ~~nondiscrimination~~ TITLE IX shall interview individuals who are relevant to the investigation, including, but not limited to, the student who is complaining, the person accused of harassment, anyone who witnessed the reported harassment, and anyone mentioned as having relevant information. The principal or District coordinator for ~~nondiscrimination~~ TITLE IX may take other steps such as reviewing any records, notes, or statements related to the harassment or visiting the location where the harassment is alleged to have taken place.

When necessary to carry out his/her THE investigation or to protect student safety, the principal or District coordinator for ~~nondiscrimination~~ TITLE IX also may discuss the complaint with the Superintendent or designee, the parent/guardian of the ~~student who complained~~ COMPLAINANT, the parent/guardian of the ~~alleged harasser~~ RESPONDENT, a teacher or staff member whose knowledge of the students involved may help in determining who is telling the truth, law enforcement and/or child protective services, and District legal counsel or the District's risk manager.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

5. ~~Interim~~ SUPPORTIVE Measures: The principal or District coordinator for ~~nondiscrimination~~ TITLE IX shall determine whether ~~interim~~ SUPPORTIVE measures are necessary during and pending the results of the investigation, such as placing students in separate classes or transferring a student to a class taught by a different teacher.
6. Optional Mediation: For student-on-student harassment, when the ~~student who complained~~ COMPLAINANT and the ~~alleged harasser~~ RESPONDENT so agree, the principal or District coordinator for ~~nondiscrimination~~ TITLE IX may arrange for them to resolve the complaint informally with the help of a counselor, teacher, or administrator. The ~~student who complained~~ COMPLAINANT shall never be

SEXUAL HARASSMENT (cont.)

asked to work out the problem directly with the accused person unless such help is provided and both parties agree, and he/she shall be advised of the right to end the informal process at any time.

(cf. 5138 - Conflict Resolution)

7. Factors in Reaching a Determination: In reaching a decision about the complaint, the principal or District coordinator for ~~non~~discrimination TITLE IX may take into account:
- a. Statements made by the persons identified above
 - b. The details and consistency of each person's account
 - c. Evidence of how the ~~complaining student~~ COMPLAINANT reacted to the incident
 - d. Evidence of any past instances of harassment by the ~~alleged harasser~~ RESPONDENT
 - e. Evidence of any past harassment complaints that were found to be untrue

To judge the severity of the harassment, the principal or District coordinator for ~~non~~discrimination TITLE IX may take into consideration:

- a. How the misconduct affected one or more students' education
 - b. The type, frequency, and duration of the misconduct
 - c. The identity, age, and sex of the ~~harasser~~ RESPONDENT and the ~~student who complained~~ COMPLAINANT, and the relationship between them
 - d. The number of persons engaged in the harassing conduct and at whom the harassment was directed
 - e. The size of the school, location of the incidents, and context in which they occurred
 - f. Other incidents at the school involving different students
8. Written Report on Findings and Follow-Up: No more than 30 days after receiving the complaint, the principal or District coordinator for ~~non~~discrimination TITLE IX shall conclude the investigation and prepare a written report of his/her findings. This timeline may be extended for good cause. If an extension is needed, the principal or District coordinator for ~~non~~discrimination TITLE IX shall notify the parent/guardian of the student who complained and explain the reasons for the extension.

The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If it is determined that

SEXUAL HARASSMENT (cont.)

harassment occurred, the report shall also state that corrective actions have been taken to address the harassment and prevent any retaliation or further harassment. This report shall be presented to the ~~student who complained~~ COMPLAINANT, ~~the person accused~~ RESPONDENT, the parents/guardians of the ~~student who complained and the student, who was accused,~~ COMPLAINANT AND RESPONDENT, and the Superintendent or designee.

In addition, the principal or District coordinator for ~~nondiscrimination~~ TITLE IX shall ensure that the harassed student and his/her parent/guardian are informed of the procedures for reporting any subsequent problems. The principal or District coordinator for ~~nondiscrimination~~ TITLE IX shall make follow-up inquiries to see if there have been any new incidents or retaliation and shall keep a record of this information.

Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce the District's sexual harassment policy. As needed, these actions may include any of the following;

1. Removing vulgar or offending graffiti

(cf. 5131.5 - Vandalism and Graffiti)

2. Providing information to students, staff, and parents/guardians about how to recognize harassment and how to respond

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

3. Disseminating and/or summarizing the District's policy and regulation regarding sexual harassment

4. Communicating the school's response to parents/guardians and the community which are consistent with the laws regarding the confidentiality of student and personnel records

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5125 - Student Records)

5. Taking appropriate disciplinary action.

SEXUAL HARASSMENT (cont.)

In addition, disciplinary measures may be taken against any person who is found to have made a complaint of sexual harassment which ~~he/she knew~~ was KNOWN not TO BE true

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Notifications

THE SUPERINTENDENT OR DESIGNEE SHALL NOTIFY STUDENTS AND PARENTS/GUARDIANS THAT THE DISTRICT DOES NOT DISCRIMINATE ON THE BASIS OF SEX AS REQUIRED BY TITLE IX AND THAT INQUIRIES ABOUT THE APPLICATION OF TITLE IX TO THE DISTRICT MAY BE REFERRED TO THE DISTRICT'S TITLE IX COORDINATOR AND/OR TO THE ASSISTANT SECRETARY FOR CIVIL RIGHTS, U.S. DEPARTMENT OF EDUCATION. (34 CFR 106.8)

THE DISTRICT SHALL NOTIFY STUDENTS AND PARENTS/GUARDIANS OF THE NAME OR TITLE, OFFICE ADDRESS, EMAIL ADDRESS, AND TELEPHONE NUMBER OF THE DISTRICT'S TITLE IX COORDINATOR. (34 CFR 106.8)

A copy of the District's sexual harassment policy and regulation shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)

(cf. 5145.6 - Parental Notifications)

2. Be displayed in a prominent location in the main administrative building or other area where notices of District rules, regulations, procedures, and standards of conduct are posted, ~~including District websites~~ (Education Code 231.5)
3. BE SUMMARIZED ON A POSTER WHICH SHALL BE PROMINENTLY AND CONSPICUOUSLY DISPLAYED IN EACH BATHROOM AND LOCKER ROOM AT EACH SCHOOL. THE POSTER MAY BE DISPLAYED IN PUBLIC AREAS THAT ARE ACCESSIBLE TO AND FREQUENTED BY STUDENTS, INCLUDING, BUT NOT LIMITED TO, CLASSROOMS, HALLWAYS, GYMNASIUMS, AUDITORIUMS, AND CAFETERIAS. THE POSTER SHALL DISPLAY THE RULES AND PROCEDURES FOR REPORTING A CHARGE OF SEXUAL HARASSMENT; THE NAME, PHONE NUMBER, AND EMAIL ADDRESS OF AN APPROPRIATE SCHOOL EMPLOYEE TO CONTACT TO

SEXUAL HARASSMENT (cont.)

REPORT A CHARGE OF SEXUAL HARASSMENT; THE RIGHTS OF THE REPORTING STUDENT, THE COMPLAINANT, AND THE RESPONDENT; AND THE RESPONSIBILITIES OF THE SCHOOL. (EDUCATION CODE 231.6)

4. BE POSTED, ALONG WITH THE NAME OR TITLE AND CONTACT INFORMATION OF THE TITLE IX COORDINATOR, IN A PROMINENT LOCATION ON THE DISTRICT'S WEB SITE IN A MANNER THAT IS EASILY ACCESSIBLE TO PARENTS/GUARDIANS AND STUDENTS. (Education Code 234.6; 34 CFR 106.8)
- ~~3.~~ 5. Be provided as part of any orientation program conducted for new students AND CONTINUING STUDENTS at the beginning of each quarter, semester, or summer session (Education Code 231.5)
4. 6. Appear in any school or District publication that sets forth the schools or District's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)
- ~~7. Be provided to employees and employee organizations~~
7. BE INCLUDED, ALONG WITH THE NAME OR TITLE AND CONTACT INFORMATION OF THE TITLE IX COORDINATOR, IN ANY HANDBOOK PROVIDED TO STUDENTS OR PARENTS/GUARDIANS (34 CFR 106.8)

(cf. 5145.6 - Parental Notifications)

THE SUPERINTENDENT OR DESIGNEE SHALL ALSO POST THE DEFINITION OF SEX DISCRIMINATION AND HARASSMENT AS DESCRIBED IN EDUCATION CODE 230, INCLUDING THE RIGHTS SET FORTH IN EDUCATION CODE 221.8, IN A PROMINENT LOCATION ON THE DISTRICT'S WEB SITE IN A MANNER THAT IS EASILY ACCESSIBLE TO PARENTS/GUARDIANS AND STUDENTS. (Education Code 234.6)

Chino Valley Unified School District

Regulation approved: January 23, 1997

Revised: October 7, 1999

Revised: August 15, 2002

Revised: May 7, 2009

Revised: April 18, 2013

Revised: August 15, 2013

Revised: September 1, 2016

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 1, 2022
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
Stephanie Johnson, Director, Student Support Services
SUBJECT: NEW ADMINISTRATIVE REGULATION 5145.71 STUDENTS – TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES

=====

BACKGROUND

Board policies, administrative regulations, and bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current District practice. Administrative Regulation 5145.71 Students – Title IX Sexual Harassment Complaint Procedures has been created to reflect new and updated policies and current District practice.

New Administrative Regulation 5145.71 Students – Title IX Sexual Harassment Complaint Procedures establishes process and procedure to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a student, while in an education program or activity in which the District school exercises substantial control over the context and respondent, was subjected to one or more forms of sexual harassment. Regulation includes, but is not limited to, information and criteria for complaint process; complaint dismissal; investigation procedures; appeals; remedies; and supportive measures.

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 Administrative Regulation 5145.71 Students – Title IX Sexual Harassment Complaint Procedures.

FISCAL IMPACT

None.

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES

THE COMPLAINT PROCEDURES DESCRIBED IN THIS ADMINISTRATIVE REGULATION SHALL BE USED TO ADDRESS ANY COMPLAINT GOVERNED BY TITLE IX OF THE EDUCATION AMENDMENTS OF 1972 ALLEGING THAT A STUDENT, WHILE IN AN EDUCATION PROGRAM OR ACTIVITY IN WHICH THE DISTRICT SCHOOL EXERCISES SUBSTANTIAL CONTROL OVER THE CONTEXT AND RESPONDENT, WAS SUBJECTED TO ONE OR MORE OF THE FOLLOWING FORMS OF SEXUAL HARASSMENT: (34 CFR 106.30)

1. A DISTRICT EMPLOYEE CONDITIONING THE PROVISION OF A DISTRICT AID, BENEFIT, OR SERVICE ON THE STUDENT'S PARTICIPATION IN SEXUAL CONDUCT
2. SEXUAL CONDUCT DETERMINED BY A REASONABLE PERSON TO BE SO SEVERE, PERVASIVE, AND OBJECTIVELY OFFENSIVE THAT IT EFFECTIVELY DENIES A STUDENT EQUAL ACCESS TO THE DISTRICT'S EDUCATION PROGRAM OR ACTIVITY
3. SEXUAL ASSAULT, DATING VIOLENCE, DOMESTIC VIOLENCE, OR STALKING AS DEFINED IN 20 USC 1092 OR 34 USC 12291

ALL OTHER SEXUAL HARASSMENT COMPLAINTS SHALL BE INVESTIGATED AND RESPONDED TO IN ACCORDANCE WITH AR 1312.3 - UNIFORM COMPLAINT PROCEDURES.

(cf. 1312.3 - Uniform Complaint Procedures)

A REPORT OF SEXUAL HARASSMENT SHALL BE SUBMITTED DIRECTLY TO OR FORWARDED TO THE DISTRICT'S TITLE IX COORDINATOR USING THE CONTACT INFORMATION LISTED IN AR 5145.7 - SEXUAL HARASSMENT.

(cf. 5145.7 - Sexual Harassment)

UPON RECEIVING SUCH A REPORT, THE TITLE IX COORDINATOR SHALL INFORM THE COMPLAINANT OF THE PROCESS FOR FILING A FORMAL COMPLAINT.

A FORMAL COMPLAINT, WITH THE COMPLAINANT'S PHYSICAL OR DIGITAL SIGNATURE, MAY BE FILED WITH THE TITLE IX COORDINATOR IN PERSON, BY MAIL, BY EMAIL, OR BY ANY OTHER METHOD AUTHORIZED BY THE DISTRICT. (34 CFR 106.30)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (CONT.)

EVEN IF THE COMPLAINANT CHOOSES NOT TO FILE A FORMAL COMPLAINT, THE TITLE IX COORDINATOR SHALL FILE A FORMAL COMPLAINT IN SITUATIONS IN WHICH A SAFETY THREAT EXISTS. IN ADDITION, THE TITLE IX COORDINATOR MAY FILE A FORMAL COMPLAINT IN OTHER SITUATIONS AS PERMITTED UNDER THE TITLE IX REGULATIONS. IN SUCH CASES, THE COMPLAINANT IS NOT A PARTY TO THE CASE, BUT WILL RECEIVE NOTICES AS REQUIRED BY THE TITLE IX REGULATIONS AT SPECIFIC POINTS IN THE COMPLAINT PROCESS.

THE TITLE IX COORDINATOR, INVESTIGATOR, DECISION-MAKER, OR A FACILITATOR OF AN INFORMAL RESOLUTION PROCESS SHALL NOT HAVE A CONFLICT OF INTEREST OR BIAS FOR OR AGAINST COMPLAINANTS OR RESPONDENTS GENERALLY OR AN INDIVIDUAL COMPLAINANT OR RESPONDENT. SUCH PERSONS SHALL RECEIVE TRAINING IN ACCORDANCE WITH 34 CFR 106.45. (34 CFR 106.45)

SUPPORTIVE MEASURES

UPON RECEIPT OF A REPORT OF TITLE IX SEXUAL HARASSMENT, THE TITLE IX COORDINATOR SHALL PROMPTLY CONTACT THE COMPLAINANT TO DISCUSS THE AVAILABILITY OF SUPPORTIVE MEASURES AND SHALL CONSIDER THE COMPLAINANT'S WISHES WITH RESPECT TO THE SUPPORTIVE MEASURES IMPLEMENTED. SUCH MEASURES SHALL BE NONDISCIPLINARY, NONPUNITIVE, AND WILL NOT UNREASONABLY BURDEN THE OTHER PARTY. SUPPORTIVE MEASURES MAY INCLUDE, BUT ARE NOT LIMITED TO, COUNSELING, COURSE-RELATED ADJUSTMENTS, MODIFICATIONS OF CLASS SCHEDULES, MUTUAL RESTRICTIONS ON CONTACT, INCREASED SECURITY, AND MONITORING OF CERTAIN AREAS OF THE CAMPUS. (34 CFR 106.30, 106.44)

THE DISTRICT SHALL MAINTAIN AS CONFIDENTIAL ANY SUPPORTIVE MEASURES PROVIDED TO THE COMPLAINANT OR RESPONDENT, TO THE EXTENT THAT MAINTAINING SUCH CONFIDENTIALITY WOULD NOT IMPAIR THE DISTRICT'S ABILITY TO PROVIDE THE SUPPORTIVE MEASURES. (34 CFR 106.30)

EMERGENCY REMOVAL FROM SCHOOL

ON AN EMERGENCY BASIS, THE DISTRICT MAY REMOVE A STUDENT FROM THE DISTRICT'S EDUCATION PROGRAM OR ACTIVITY, PROVIDED THAT THE DISTRICT CONDUCTS AN INDIVIDUALIZED SAFETY AND RISK ANALYSIS, DETERMINES THAT REMOVAL IS JUSTIFIED DUE TO AN IMMEDIATE THREAT TO THE PHYSICAL HEALTH OR SAFETY OF ANY STUDENT OR OTHER INDIVIDUAL ARISING FROM

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (CONT.)

THE ALLEGATIONS, AND PROVIDES THE STUDENT WITH NOTICE AND AN OPPORTUNITY TO CHALLENGE THE DECISION IMMEDIATELY FOLLOWING THE REMOVAL. THIS AUTHORITY TO REMOVE A STUDENT DOES NOT MODIFY A STUDENT'S RIGHTS UNDER THE INDIVIDUALS WITH DISABILITIES EDUCATION ACT OR SECTION 504 OF THE REHABILITATION ACT OF 1973. (34 CFR 106.44)
STUDENTS

IF A DISTRICT EMPLOYEE IS THE RESPONDENT, THE EMPLOYEE MAY BE PLACED ON ADMINISTRATIVE LEAVE DURING THE PENDENCY OF THE FORMAL COMPLAINT PROCESS. (34 CFR 106.44) THE LEAVE SHALL BE PAID, UNLESS THERE IS A SEPARATE BASIS FOR UNPAID LEAVE.

DISMISSAL OF COMPLAINT

THE TITLE IX COORDINATOR SHALL DISMISS A FORMAL COMPLAINT IF THE ALLEGED CONDUCT WOULD NOT CONSTITUTE SEXUAL HARASSMENT AS DEFINED IN 34 CFR 106.30 EVEN IF PROVED. THE TITLE IX COORDINATOR SHALL ALSO DISMISS ANY COMPLAINT IN WHICH THE ALLEGED CONDUCT DID NOT OCCUR IN THE DISTRICT'S EDUCATION PROGRAM OR ACTIVITY OR DID NOT OCCUR AGAINST A PERSON IN THE UNITED STATES, AND MAY DISMISS A FORMAL COMPLAINT IF THE COMPLAINANT NOTIFIES THE DISTRICT IN WRITING THAT THE COMPLAINANT WOULD LIKE TO WITHDRAW THE COMPLAINT OR ANY ALLEGATIONS IN THE COMPLAINT, THE RESPONDENT IS NO LONGER ENROLLED OR EMPLOYED BY THE DISTRICT, OR SUFFICIENT CIRCUMSTANCES PREVENT THE DISTRICT FROM GATHERING EVIDENCE SUFFICIENT TO REACH A DETERMINATION WITH REGARD TO THE COMPLAINT. (34 CFR 106.45)

UPON DISMISSAL, THE TITLE IX COORDINATOR SHALL PROMPTLY SEND WRITTEN NOTICE OF THE DISMISSAL AND THE REASONS FOR THE DISMISSAL SIMULTANEOUSLY TO THE PARTIES. (34 CFR 106.45)

IF A COMPLAINT IS DISMISSED ON THE GROUNDS THAT THE ALLEGED CONDUCT DOES NOT CONSTITUTE SEXUAL HARASSMENT AS DEFINED IN 34 CFR 106.30, THE CONDUCT MAY STILL BE ADDRESSED PURSUANT TO BP/AR 1312.3 - UNIFORM COMPLAINT PROCEDURES AS APPLICABLE.

INFORMAL RESOLUTION PROCESS

WHEN A FORMAL COMPLAINT OF SEXUAL HARASSMENT IS FILED, THE DISTRICT MAY OFFER AN INFORMAL RESOLUTION PROCESS, SUCH AS MEDIATION, AT ANY TIME PRIOR TO REACHING A DETERMINATION REGARDING

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (CONT.)

RESPONSIBILITY. THE DISTRICT SHALL NOT REQUIRE A PARTY TO PARTICIPATE IN THE INFORMAL RESOLUTION PROCESS OR TO WAIVE THE RIGHT TO AN INVESTIGATION AND ADJUDICATION OF A FORMAL COMPLAINT. (34 CFR 106.45) THE DISTRICT MAY FACILITATE AN INFORMAL RESOLUTION PROCESS PROVIDED THAT THE DISTRICT: (34 CFR 106.45)

1. PROVIDES THE PARTIES WITH WRITTEN NOTICE DISCLOSING THE ALLEGATIONS, THE REQUIREMENTS OF THE INFORMAL RESOLUTION PROCESS, THE RIGHT TO WITHDRAW FROM THE INFORMAL PROCESS AND RESUME THE FORMAL COMPLAINT PROCESS, AND ANY CONSEQUENCES RESULTING FROM PARTICIPATING IN THE INFORMAL RESOLUTION PROCESS, INCLUDING THAT RECORDS WILL BE MAINTAINED OR COULD BE SHARED.
2. OBTAINS THE PARTIES' VOLUNTARY, WRITTEN CONSENT TO THE INFORMAL RESOLUTION PROCESS
3. DOES NOT OFFER OR FACILITATE AN INFORMAL RESOLUTION PROCESS TO RESOLVE ALLEGATIONS THAT AN EMPLOYEE SEXUALLY HARASSED A STUDENT

FORMAL COMPLAINT PROCESS

IF A FORMAL COMPLAINT IS FILED, THE TITLE IX COORDINATOR SHALL PROVIDE THE KNOWN PARTIES WITH WRITTEN NOTICE OF THE FOLLOWING: (34 CFR 106.45)

1. THE DISTRICT'S COMPLAINT PROCESS, INCLUDING ANY INFORMAL RESOLUTION PROCESS
2. THE ALLEGATIONS POTENTIALLY CONSTITUTING SEXUAL HARASSMENT WITH SUFFICIENT DETAILS KNOWN AT THE TIME, INCLUDING THE IDENTITY OF PARTIES INVOLVED IN THE INCIDENT IF KNOWN, THE CONDUCT ALLEGEDLY CONSTITUTING SEXUAL HARASSMENT, AND THE DATE AND LOCATION OF THE ALLEGED INCIDENT IF KNOWN. SUCH NOTICE SHALL BE PROVIDED WITH SUFFICIENT TIME FOR THE PARTIES TO PREPARE A RESPONSE BEFORE ANY INITIAL INTERVIEW.

IF, DURING THE COURSE OF THE INVESTIGATION, NEW TITLE IX ALLEGATIONS ARISE ABOUT THE COMPLAINANT OR RESPONDENT THAT ARE NOT INCLUDED IN THE INITIAL NOTICE, THE TITLE IX COORDINATOR

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (CONT.)

SHALL PROVIDE NOTICE OF THE ADDITIONAL ALLEGATIONS TO THE PARTIES.

3. A STATEMENT THAT THE RESPONDENT IS PRESUMED NOT RESPONSIBLE FOR THE ALLEGED CONDUCT AND THAT A DETERMINATION REGARDING RESPONSIBILITY IS MADE AT THE CONCLUSION OF THE COMPLAINT PROCESS
4. THE OPPORTUNITY FOR THE PARTIES TO HAVE AN ADVISOR OF THEIR CHOICE WHO MAY BE, BUT IS NOT REQUIRED TO BE, AN ATTORNEY, AND THE ABILITY TO INSPECT AND REVIEW EVIDENCE
5. THE PROHIBITION AGAINST KNOWINGLY MAKING FALSE STATEMENTS OR KNOWINGLY SUBMITTING FALSE INFORMATION DURING THE COMPLAINT PROCESS

THE ABOVE NOTICE SHALL ALSO INCLUDE THE NAME OF THE INVESTIGATOR, FACILITATOR OF AN INFORMAL PROCESS, AND DECISION-MAKER AND SHALL INFORM THE PARTIES THAT, IF AT ANY TIME A PARTY HAS CONCERNS REGARDING CONFLICT OF INTEREST OR BIAS REGARDING ANY OF THESE PERSONS, THE PARTY SHOULD IMMEDIATELY NOTIFY THE TITLE IX COORDINATOR.

INVESTIGATION PROCEDURES

DURING THE INVESTIGATION PROCESS, THE DISTRICT SHALL: (34 CFR 106.45)

1. PROVIDE AN EQUAL OPPORTUNITY FOR THE PARTIES TO PRESENT WITNESSES, INCLUDING FACT AND EXPERT WITNESSES, AND OTHER INCULPATORY AND EXCULPATORY EVIDENCE
2. NOT RESTRICT THE ABILITY OF EITHER PARTY TO DISCUSS THE ALLEGATIONS UNDER INVESTIGATION OR TO GATHER AND PRESENT RELEVANT EVIDENCE
3. PROVIDE THE PARTIES WITH THE SAME OPPORTUNITIES TO HAVE OTHERS PRESENT DURING ANY GRIEVANCE PROCEEDING, INCLUDING THE OPPORTUNITY TO BE ACCOMPANIED TO ANY RELATED MEETING OR PROCEEDING BY THE ADVISOR OF THEIR CHOICE, WHO MAY BE, BUT IS NOT REQUIRED TO BE, AN ATTORNEY

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (CONT.)

4. NOT LIMIT THE CHOICE OR PRESENCE OF AN ADVISOR FOR EITHER THE COMPLAINANT OR RESPONDENT IN ANY MEETING OR GRIEVANCE PROCEEDING, ALTHOUGH THE DISTRICT MAY ESTABLISH RESTRICTIONS REGARDING THE EXTENT TO WHICH THE ADVISOR MAY PARTICIPATE IN THE PROCEEDINGS AS LONG AS THE RESTRICTIONS APPLY EQUALLY TO BOTH PARTIES
 5. PROVIDE, TO A PARTY WHOSE PARTICIPATION IS INVITED OR EXPECTED, WRITTEN NOTICE OF THE DATE, TIME, LOCATION, PARTICIPANTS, AND PURPOSE OF ALL INVESTIGATIVE INTERVIEWS OR OTHER MEETINGS, WITH SUFFICIENT TIME FOR THE PARTY TO PREPARE TO PARTICIPATE
 6. SEND IN AN ELECTRONIC FORMAT OR HARD COPY TO BOTH PARTIES AND THEIR ADVISORS, IF ANY, THE EVIDENCE THAT IS DIRECTLY RELATED TO THE ALLEGATIONS RAISED IN THE COMPLAINT, AND PROVIDE THE PARTIES AT LEAST 10 DAYS TO SUBMIT A WRITTEN RESPONSE FOR THE INVESTIGATOR TO CONSIDER PRIOR TO THE COMPLETION OF THE INVESTIGATIVE REPORT
 7. OBJECTIVELY EVALUATE ALL RELEVANT EVIDENCE, INCLUDING BOTH INCULPATORY AND EXCULPATORY EVIDENCE, AND DETERMINE CREDIBILITY IN A MANNER THAT IS NOT BASED ON A PERSON'S STATUS AS A COMPLAINANT, RESPONDENT, OR WITNESS
 8. CREATE AN INVESTIGATIVE REPORT THAT FAIRLY SUMMARIZES RELEVANT EVIDENCE AND, AT LEAST 10 DAYS PRIOR TO THE DETERMINATION OF RESPONSIBILITY, SEND TO THE PARTIES AND THEIR ADVISORS, IF ANY, THE INVESTIGATIVE REPORT IN AN ELECTRONIC FORMAT OR A HARD COPY, FOR THEIR REVIEW AND WRITTEN RESPONSE
 9. AFTER SENDING THE INVESTIGATIVE REPORT TO THE PARTIES AND BEFORE REACHING A DETERMINATION REGARDING RESPONSIBILITY, AFFORD EACH PARTY THE OPPORTUNITY TO SUBMIT WRITTEN, RELEVANT QUESTIONS THAT THE PARTY WANTS ASKED OF ANY PARTY OR WITNESS, PROVIDE EACH PARTY WITH THE ANSWERS, AND ALLOW FOR ADDITIONAL, LIMITED FOLLOW-UP QUESTIONS FROM EACH PARTY
- QUESTIONS AND EVIDENCE ABOUT THE COMPLAINANT'S SEXUAL PREDISPOSITION OR PRIOR SEXUAL BEHAVIOR ARE NOT RELEVANT, UNLESS SUCH QUESTIONS AND EVIDENCE ARE OFFERED TO PROVE

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (CONT.)

THAT SOMEONE OTHER THAN THE RESPONDENT COMMITTED THE CONDUCT ALLEGED BY THE COMPLAINANT OR IF THE QUESTIONS AND EVIDENCE CONCERN SPECIFIC INCIDENTS OF THE COMPLAINANT'S PRIOR SEXUAL BEHAVIOR WITH RESPECT TO THE RESPONDENT AND ARE OFFERED TO PROVE CONSENT.

PRIVACY RIGHTS OF ALL PARTIES TO THE COMPLAINT SHALL BE MAINTAINED IN ACCORDANCE WITH APPLICABLE STATE AND FEDERAL LAWS.

IF THE COMPLAINT IS AGAINST AN EMPLOYEE, RIGHTS CONFERRED UNDER AN APPLICABLE COLLECTIVE BARGAINING AGREEMENT SHALL BE APPLIED TO THE EXTENT THEY DO NOT CONFLICT WITH THE TITLE IX LEGAL REQUIREMENTS.

WRITTEN DECISION

THE SUPERINTENDENT SHALL DESIGNATE AN EMPLOYEE AS THE DECISION-MAKER TO DETERMINE RESPONSIBILITY FOR THE ALLEGED CONDUCT, WHO SHALL NOT BE THE TITLE IX COORDINATOR OR A PERSON INVOLVED IN THE INVESTIGATION OF THE MATTER. (34 CFR 106.45)

THE DECISION-MAKER SHALL ISSUE, AND SIMULTANEOUSLY PROVIDE TO BOTH PARTIES, A WRITTEN DECISION AS TO WHETHER THE RESPONDENT IS RESPONSIBLE FOR THE ALLEGED CONDUCT. (34 CFR 106.45)

THE WRITTEN DECISION SHALL BE ISSUED WITHIN 60 CALENDAR DAYS OF THE RECEIPT OF THE COMPLAINT.

THE TIMELINE MAY BE TEMPORARILY EXTENDED FOR GOOD CAUSE WITH WRITTEN NOTICE TO THE COMPLAINANT AND RESPONDENT OF THE EXTENSION AND THE REASONS FOR THE ACTION. (34 CFR 106.45)

IN MAKING THIS DETERMINATION, THE DISTRICT SHALL USE THE "PREPONDERANCE OF THE EVIDENCE" STANDARD FOR ALL FORMAL COMPLAINTS OF SEXUAL HARASSMENT. THE SAME STANDARD OF EVIDENCE SHALL BE USED FOR FORMAL COMPLAINTS AGAINST STUDENTS AS FOR COMPLAINTS AGAINST EMPLOYEES. (34 CFR 106.45)

THE WRITTEN DECISION SHALL INCLUDE THE FOLLOWING: (34 CFR 106.45)

1. IDENTIFICATION OF THE ALLEGATIONS POTENTIALLY CONSTITUTING

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (CONT.)

SEXUAL HARASSMENT AS DEFINED IN 34 CFR 106.30

2. A DESCRIPTION OF THE PROCEDURAL STEPS TAKEN FROM RECEIPT OF THE FORMAL COMPLAINT THROUGH THE WRITTEN DECISION, INCLUDING ANY NOTIFICATIONS TO THE PARTIES, INTERVIEWS WITH PARTIES AND WITNESSES, SITE VISITS, METHODS USED TO GATHER OTHER EVIDENCE, AND HEARINGS HELD IF THE DISTRICT INCLUDES HEARINGS AS PART OF THE GRIEVANCE PROCESS
3. FINDINGS OF FACT SUPPORTING THE DETERMINATION
4. CONCLUSIONS REGARDING THE APPLICATION OF THE DISTRICT'S CODE OF CONDUCT OR POLICIES TO THE FACTS
5. A STATEMENT OF, AND RATIONALE FOR, THE RESULT AS TO EACH ALLEGATION, INCLUDING A DECISION REGARDING RESPONSIBILITY, ANY DISCIPLINARY SANCTIONS THE DISTRICT IMPOSES ON THE RESPONDENT, AND WHETHER REMEDIES DESIGNED TO RESTORE OR PRESERVE EQUAL ACCESS TO THE DISTRICT'S EDUCATIONAL PROGRAM OR ACTIVITY WILL BE PROVIDED BY THE DISTRICT TO THE COMPLAINANT
6. THE DISTRICT'S PROCEDURES AND PERMISSIBLE BASES FOR THE COMPLAINANT AND RESPONDENT TO APPEAL

APPEALS

EITHER PARTY MAY APPEAL THE DISTRICT'S DECISION OR DISMISSAL OF A FORMAL COMPLAINT OR ANY ALLEGATION IN THE COMPLAINT, IF THE PARTY BELIEVES THAT A PROCEDURAL IRREGULARITY AFFECTED THE OUTCOME, NEW EVIDENCE IS AVAILABLE THAT COULD AFFECT THE OUTCOME, OR A CONFLICT OF INTEREST OR BIAS BY THE TITLE IX COORDINATOR, INVESTIGATOR(S), OR DECISION-MAKER(S) AFFECTED THE OUTCOME. IF AN APPEAL IS FILED, THE DISTRICT SHALL: (34 CFR 106.45)

1. NOTIFY THE OTHER PARTY IN WRITING WHEN AN APPEAL IS FILED AND IMPLEMENT APPEAL PROCEDURES EQUALLY FOR BOTH PARTIES
2. ENSURE THAT THE DECISION-MAKER(S) FOR THE APPEAL IS TRAINED IN ACCORDANCE WITH 34 CFR 106.45 AND IS NOT THE SAME DECISION-MAKER(S) WHO REACHED THE DETERMINATION REGARDING RESPONSIBILITY OR DISMISSAL, THE INVESTIGATOR(S), OR THE TITLE IX COORDINATOR

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (CONT.)

3. GIVE BOTH PARTIES A REASONABLE, EQUAL OPPORTUNITY TO SUBMIT A WRITTEN STATEMENT IN SUPPORT OF, OR CHALLENGING, THE OUTCOME
4. ISSUE A WRITTEN DECISION DESCRIBING THE RESULT OF THE APPEAL AND THE RATIONALE FOR THE RESULT
5. PROVIDE THE WRITTEN DECISION SIMULTANEOUSLY TO BOTH PARTIES

AN APPEAL MUST BE FILED IN WRITING WITHIN 10 CALENDAR DAYS OF RECEIVING THE DETERMINATION, STATING THE GROUNDS FOR THE APPEAL AND INCLUDING ANY RELEVANT DOCUMENTATION IN SUPPORT OF THE APPEAL. APPEALS SUBMITTED AFTER THIS DEADLINE ARE NOT TIMELY AND SHALL NOT BE CONSIDERED. EITHER PARTY HAS THE RIGHT TO FILE A COMPLAINT WITH THE U.S. DEPARTMENT OF EDUCATION'S OFFICE FOR CIVIL RIGHTS WITHIN 180 DAYS OF DATE OF THE MOST RECENTLY ALLEGED MISCONDUCT.

A WRITTEN DECISION SHALL BE PROVIDED TO THE PARTIES WITHIN 20 CALENDAR DAYS FROM THE RECEIPT OF THE APPEAL.

REMEDIES

WHEN A DETERMINATION OF RESPONSIBILITY FOR SEXUAL HARASSMENT HAS BEEN MADE AGAINST THE RESPONDENT, THE DISTRICT SHALL PROVIDE REMEDIES TO THE COMPLAINANT. SUCH REMEDIES MAY INCLUDE THE SAME INDIVIDUALIZED SERVICES DESCRIBED ABOVE IN THE SECTION "SUPPORTIVE MEASURES," BUT NEED NOT BE NONDISCIPLINARY OR NONPUNITIVE AND NEED NOT AVOID BURDENING THE RESPONDENT. (34 CFR 106.45)

CORRECTIVE/DISCIPLINARY ACTIONS

THE DISTRICT SHALL NOT IMPOSE ANY DISCIPLINARY SANCTIONS OR OTHER ACTIONS AGAINST A RESPONDENT, OTHER THAN SUPPORTIVE MEASURES AS DESCRIBED ABOVE IN THE SECTION "SUPPORTIVE MEASURES," UNTIL THE COMPLAINT PROCEDURE HAS BEEN COMPLETED AND A DETERMINATION OF RESPONSIBILITY HAS BEEN MADE. (34 CFR 106.44)

FOR STUDENTS IN GRADES 4-12, DISCIPLINE FOR SEXUAL HARASSMENT MAY INCLUDE SUSPENSION AND/OR EXPULSION. AFTER THE COMPLETION OF THE COMPLAINT PROCEDURE, IF IT IS DETERMINED THAT A STUDENT AT ANY

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (CONT.)

GRADE LEVEL HAS COMMITTED SEXUAL ASSAULT OR SEXUAL BATTERY AT SCHOOL OR AT A SCHOOL ACTIVITY OFF SCHOOL GROUNDS, THE PRINCIPAL OR SUPERINTENDENT SHALL IMMEDIATELY SUSPEND THE STUDENT AND SHALL RECOMMEND EXPULSION. (Education Code 48900.2, 48915)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

OTHER ACTIONS THAT MAY BE TAKEN WITH A STUDENT WHO IS DETERMINED TO BE RESPONSIBLE FOR SEXUAL HARASSMENT INCLUDE, BUT ARE NOT LIMITED TO:

1. TRANSFER FROM A CLASS OR SCHOOL AS PERMITTED BY LAW
2. PARENT/GUARDIAN CONFERENCE
3. EDUCATION OF THE STUDENT REGARDING THE IMPACT OF THE CONDUCT ON OTHERS
4. POSITIVE BEHAVIOR SUPPORT
5. REFERRAL OF THE STUDENT TO A STUDENT SUCCESS TEAM/STUDENT EXCELLENCE PLAN TEAM

(cf. 6164.5 - Student Success Teams)

6. DENIAL OF PARTICIPATION IN EXTRACURRICULAR OR COCURRICULAR ACTIVITIES OR OTHER PRIVILEGES AS PERMITTED BY LAW

(cf. 6145 - Extracurricular and Cocurricular Activities)

WHEN AN EMPLOYEE IS FOUND TO HAVE COMMITTED SEXUAL HARASSMENT OR RETALIATION, THE DISTRICT SHALL TAKE APPROPRIATE DISCIPLINARY ACTION, UP TO AND INCLUDING DISMISSAL, IN ACCORDANCE WITH APPLICABLE LAW AND COLLECTIVE BARGAINING AGREEMENT.

(cf. 4117.7/4317.7 - Employment Status Report)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (CONT.)

RECORD-KEEPING

THE SUPERINTENDENT OR DESIGNEE SHALL MAINTAIN FOR A PERIOD OF SEVEN YEARS A RECORD OF ALL REPORTED CASES AND TITLE IX INVESTIGATIONS OF SEXUAL HARASSMENT, ANY DETERMINATIONS OF RESPONSIBILITY, ANY AUDIO OR AUDIOVISUAL RECORDING AND TRANSCRIPT IF APPLICABLE, ANY DISCIPLINARY SANCTIONS IMPOSED, ANY REMEDIES PROVIDED TO THE COMPLAINANT, ANY APPEAL OR INFORMAL RESOLUTION AND THE RESULTS THEREFROM, AND RESPONSES MADE PURSUANT TO 34 CFR 106.44. (34 CFR 106.45)

THE SUPERINTENDENT OR DESIGNEE SHALL ALSO MAINTAIN FOR A PERIOD OF SEVEN YEARS ALL MATERIALS USED TO TRAIN THE TITLE IX COORDINATOR, INVESTIGATOR(S), DECISION-MAKER(S), AND ANY PERSON WHO FACILITATES AN INFORMAL RESOLUTION PROCESS. THE DISTRICT SHALL MAKE SUCH TRAINING MATERIALS PUBLICLY AVAILABLE ON ITS WEB SITE, OR IF THE DISTRICT DOES NOT MAINTAIN A WEB SITE, AVAILABLE UPON REQUEST BY MEMBERS OF THE PUBLIC. (34 CFR 106.45)

(cf. 3580 - District Records)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of Discrimination on the Basis of Sex

48900 Grounds for Suspension or Expulsion

48900.2 Additional Grounds for Suspension or Expulsion; Sexual Harassment

48985 Notices, Report, Statements and Records in Primary Language

CIVIL CODE

51.9 Liability for Sexual Harassment; Business, Service and Professional Relationships

1714.1 Liability of Parents/Guardians for Willful Misconduct of Minor

GOVERNMENT CODE

12950.1 Sexual Harassment Training

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform Complaint Procedures

4900-4965 Nondiscrimination in Elementary and Secondary Education Programs

UNITED STATES CODE, TITLE 20

1092 Definition of Sexual Assault

1221 Application of Laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 34

12291 Definition of Dating Violence, Domestic Violence, and Stalking

UNITED STATES CODE, TITLE 42

1983 Civil Action for Deprivation of Rights

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (CONT.)

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as Amended

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

106.1-106.82 Nondiscrimination on the Basis of Sex in Education Programs

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567

Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130

Reese v. Jefferson School District, (2000, 9th Cir.) 208 F.3d 736

Davis v. Monroe County Board of Education, (1999) 526 U.S. 629

Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274

Oona By Kate S. v. Mccaffrey, (1998, 9th Cir.) 143 F.3d 473

Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources:

CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

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

Q&A on Campus Sexual Misconduct, September 2017

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Sexual Harassment: It's Not Academic, September 2008

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

Websites

California School Boards Association: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

REGULATION APPROVED: _____

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 1, 2022
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
Stephanie Johnson, Director, Student Support Services
SUBJECT: REVISION OF BOARD POLICY 5145.9 STUDENTS – HATE-MOTIVATED BEHAVIOR

=====

BACKGROUND

Board policies, administrative regulations, and bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current District practice. Board Policy 5145.9 Students – Hate-Motivated Behavior is being revised to include the definition of hate-motivated behavior and reflect the continued commitment of the Board of Education to provide a respectful, inclusive, and safe learning environment. Updated policy also includes the requirement to post the policy in a prominent location on the District’s website.

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

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

RECOMMENDATION

It is recommended the Board of Education receive for information the revision of Board Policy 5145.9 Students – Hate-Motivated Behavior.

FISCAL IMPACT

None.

NE:LF:SJ:gks

HATE-MOTIVATED BEHAVIOR

~~In order to create a safe learning environment for all students, the Board of Education desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in our society. The District prohibits discriminatory behavior or statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual-orientation, physical/mental attributes, or religious beliefs or practices.~~

THE BOARD OF EDUCATION IS COMMITTED TO PROVIDING A RESPECTFUL, INCLUSIVE, AND SAFE LEARNING ENVIRONMENT THAT PROTECTS STUDENTS FROM DISCRIMINATION, HARASSMENT, INTIMIDATION, BULLYING, OR ANY OTHER TYPE OF BEHAVIOR THAT IS MOTIVATED BY HATE.

HATE-MOTIVATED BEHAVIOR IS ANY BEHAVIOR INTENDED TO CAUSE EMOTIONAL SUFFERING, PHYSICAL INJURY, OR PROPERTY DAMAGE THROUGH INTIMIDATION, HARASSMENT, BIGOTED SLURS OR EPITHETS, FORCE OR THREAT OF FORCE, OR VANDALISM MOTIVATED IN PART OR IN WHOLE BY BIAS OR HOSTILITY TOWARD THE VICTIM'S REAL OR PERCEIVED RACE, COLOR, ANCESTRY, NATIONALITY, NATIONAL ORIGIN, IMMIGRATION STATUS, ETHNIC GROUP IDENTIFICATION, ETHNICITY, AGE, RELIGION, MARITAL STATUS, PREGNANCY, PARENTAL STATUS, PHYSICAL OR MENTAL DISABILITY, MEDICAL CONDITION, SEX, SEXUAL ORIENTATION, GENDER, GENDER IDENTITY, GENDER EXPRESSION, OR GENETIC INFORMATION, OR ANY OTHER CHARACTERISTIC IDENTIFIED IN EDUCATION CODE 200 OR 220, GOVERNMENT CODE 11135, OR PENAL CODE 422.55.

THE SUPERINTENDENT OR DESIGNEE SHALL UTILIZE STRATEGIES TO PROMOTE HARMONIOUS RELATIONSHIPS AMONG STUDENTS, PREVENT INCIDENTS OF HATE-MOTIVATED BEHAVIOR TO THE EXTENT POSSIBLE, AND ADDRESS SUCH INCIDENTS IN A TIMELY MANNER WHEN THEY OCCUR.

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

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515.4 - Recovery for Property Loss or Damage)

(cf. 5131.5 - Vandalism, Theft and Graffiti)

(cf. 5136 - Gangs)

(cf. 5137 - Positive School Climate)

(cf. 5141.52 - Suicide Prevention)

(cf. 5145.3 - Nondiscrimination/harassment)

(cf. 5147 - Dropout Prevention)

(cf. 5149 - At-Risk Students)

The Superintendent or designee shall collaborate with regional programs and community organizations to promote safe AN environments WHERE DIVERSITY IS

HATE-MOTIVATED BEHAVIOR (cont.)

CELEBRATED AND HATE-MOTIVATED BEHAVIOR IS NOT TOLERATED ~~for youth.~~

~~These~~ SUCH COLLABORATIVE efforts shall be focused on providing an efficient use of ~~District and community resources~~ THE DEVELOPMENT OF EFFECTIVE PREVENTION STRATEGIES AND RESPONSE PLANS, PROVISION OF ASSISTANCE TO STUDENTS AFFECTED BY HATE-MOTIVATED BEHAVIOR, AND/OR EDUCATION OF STUDENTS WHO HAVE PERPETRATED HATE-MOTIVATED ACTS.

(cf. 1020 - Youth Services)

(cf. 1400 - Relations between Other Governmental Agencies and the Schools)

(cf. 1700 - Relations between Private Industry and the Schools)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6020 - Parent Involvement)

The District shall provide STUDENTS WITH age-appropriate instruction THAT: ~~to help promote an understanding of and respect for human rights, diversity, and tolerance in a multicultural society and to provide strategies to manage conflicts constructively.~~

1. INCLUDES THE DEVELOPMENT OF SOCIAL-EMOTIONAL LEARNING
2. PROMOTES AN UNDERSTANDING, AWARENESS, APPRECIATION, AND RESPECT FOR HUMAN RIGHTS, HUMAN RELATIONS, DIVERSITY, AND ACCEPTANCE IN A MULTICULTURAL SOCIETY
3. EXPLAINS THE HARM AND DANGERS OF EXPLICIT AND IMPLICIT BIASES
4. DISCOURAGES DISCRIMINATORY ATTITUDES AND PRACTICES
5. PROVIDES STRATEGIES TO MANAGE CONFLICTS CONSTRUCTIVELY

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 6142.3 - Civic Education)

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6141.94 - History-Social Science Instruction)

AS NECESSARY, THE DISTRICT SHALL PROVIDE COUNSELING, GUIDANCE, AND SUPPORT TO STUDENTS WHO ARE VICTIMS OF HATE-MOTIVATED BEHAVIOR AND TO STUDENTS WHO EXHIBIT SUCH BEHAVIOR.

WHEN APPROPRIATE, STUDENTS WHO ENGAGE IN HATE-MOTIVATED BEHAVIOR SHALL BE DISCIPLINED.

HATE-MOTIVATED BEHAVIOR (cont.)

The Superintendent or designee shall ~~ensure~~ PROVIDE that staff WITH receive training THAT: ~~on recognizing hate-motivated behavior and on strategies to help respond appropriately to such behavior.~~

1. PROMOTES AN UNDERSTANDING OF DIVERSITY, EQUITY, AND INCLUSION
2. DISCOURAGES THE DEVELOPMENT OF DISCRIMINATORY ATTITUDES AND PRACTICES
3. INCLUDES SOCIAL-EMOTIONAL LEARNING AND NONDISCRIMINATORY INSTRUCTIONAL AND COUNSELING METHODS
4. SUPPORTS THE PREVENTION, RECOGNITION, AND RESPONSE TO HATE-MOTIVATED BEHAVIOR
5. RAISES THE AWARENESS AND SENSITIVITY OF STAFF TO POTENTIALLY PREJUDICIAL AND DISCRIMINATORY BEHAVIOR
6. INCLUDES EFFECTIVE ENFORCEMENT OF RULES FOR APPROPRIATE STUDENT CONDUCT

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

WHEN AN EMPLOYEE IS FOUND TO HAVE COMMITTED HATE-MOTIVATED BEHAVIOR, THE DISTRICT SHALL TAKE APPROPRIATE DISCIPLINARY ACTION, UP TO AND INCLUDING DISMISSAL, IN ACCORDANCE WITH APPLICABLE LAW AND COLLECTIVE BARGAINING AGREEMENT.

RULES PROHIBITING HATE-MOTIVATED BEHAVIOR AND PROCEDURES FOR REPORTING A HATE-MOTIVATED INCIDENT SHALL BE PROVIDED TO STUDENTS, STAFF, AND PARENTS/GUARDIANS.

THIS POLICY SHALL BE POSTED IN A PROMINENT LOCATION ON THE DISTRICT'S WEB SITE IN A MANNER THAT IS READILY AND EASILY ACCESSIBLE TO PARENTS/GUARDIANS AND STUDENTS. (EDUCATION CODE 234.6)

GRIEVANCE PROCEDURES COMPLAINTS

~~Any student who feels that he/she is a victim of hate-motivated behavior shall immediately contact the principal or designee. Upon receiving such a complaint, the~~

HATE-MOTIVATED BEHAVIOR (cont.)

~~principal or designee shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7—~~

~~sexual harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, board policy, and administrative regulation.~~

~~(cf. 1312.1—Complaints Concerning District Employees)~~

~~(cf. 1312.3—Uniform Complaint Procedures)~~

~~(cf. 5131—Conduct)~~

~~(cf. 5144—Discipline)~~

~~(cf. 5144.1—Suspension and Expulsion/Due Process)~~

~~(cf. 5144.2—Suspension and Expulsion/Due Process (Students with Disabilities))~~

~~(cf. 5145.7—Sexual Harassment)~~

ANY ~~S~~STAFF MEMBER who IS ~~receive notice of~~ NOTIFIED THAT hate-motivated behavior HAS OCCURRED, ~~or personally observeS~~ such behavior, OR OTHERWISE BECOMES AWARE OF AN INCIDENT shall IMMEDIATELY CONTACT THE COMPLIANCE OFFICER RESPONSIBLE FOR COORDINATING THE DISTRICT'S RESPONSE TO COMPLAINTS AND COMPLYING WITH STATE AND FEDERAL CIVIL RIGHTS LAWS PRINCIPAL OR PRINCIPAL'S DESIGNEE. AS APPROPRIATE, THE STAFF MEMBER SHALL ALSO CONTACT ~~notify the principal, Superintendent or designee,~~ and law enforcement AS REQUIRED/APPROPRIATE, ~~as appropriate.~~

(cf. 4158/4258/4358 - Employee Security)

A STUDENT OR PARENT/GUARDIAN WHO BELIEVES THE STUDENT IS A VICTIM OF HATE-MOTIVATED BEHAVIOR IS ENCOURAGED TO REPORT THE INCIDENT TO A TEACHER, THE PRINCIPAL, THE DISTRICT'S COMPLIANCE OFFICER, OR OTHER STAFF MEMBER.

ANY COMPLAINT OF HATE-MOTIVATED BEHAVIOR SHALL BE INVESTIGATED AND, IF DETERMINED TO BE DISCRIMINATORY, SHALL BE RESOLVED IN ACCORDANCE WITH LAW AND THE DISTRICT'S UNIFORM COMPLAINT PROCEDURES SPECIFIED IN AR 1312.3 - UNIFORM COMPLAINT PROCEDURES OR OTHER APPLICABLE PROCEDURE. IF, DURING THE INVESTIGATION, IT IS DETERMINED THAT A COMPLAINT IS ABOUT NONDISCRIMINATORY BEHAVIOR, THE PRINCIPAL OR DESIGNEE SHALL INFORM THE COMPLAINANT AND SHALL TAKE NECESSARY ACTIONS TO RESOLVE THE COMPLAINT.

(CF. 1312.1 - COMPLAINTS CONCERNING DISTRICT EMPLOYEES)

(CF. 1312.3 - UNIFORM COMPLAINT PROCEDURES)

(CF. 5131- CONDUCT)

(CF. 5144 - DISCIPLINE)

HATE-MOTIVATED BEHAVIOR (cont.)

(CF. 5144.1 - SUSPENSION AND EXPULSION/DUE PROCESS)
(CF. 5144.2 - SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES))
(CF. 5145.7 - SEXUAL HARASSMENT)

~~As necessary, the District shall also provide counseling, guidance, and support, to students who are victims of hate-motivated behavior and to students who exhibit such behavior.~~

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

Legal Reference:

EDUCATION CODE

200-262 Prohibition of Discrimination on the Basis of Sex

33025 Hate Violence Defined

48900.3 Suspension for Hate Violence

PENAL CODE

186.21 Street Terrorism; Legislative Findings and Declarations

422.6-422.95 Civil Rights

11410-11414 Terrorism

13023 Reports by Law Enforcement of Crimes Motivated by Race, Ethnicity, Religion, Sexual Orientation, or Physical or Mental Disability

13519.6 Hate Crimes, Training Courses and Guidelines

UNITED STATES CODE, TITLE 18

245 Federally Protected Activities

Management Resources:

CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Protecting Our Schools: Governing Board Strategies to Combat School Violence, 1995

ALAMEDA OFFICE OF EDUCATION & CALIFORNIA PUBLICATIONS

Hate-motivated Behavior in Schools: Response Strategies for School Boards, Administrators, Law Enforcement and Communities, 1997

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS & NATIONAL ASSOCIATION OF ATTORNEYS GENERAL PUBLICATIONS

Protecting Students from Harassment and Hate Crime: a Guide for Schools, 1999

WEBSITES

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

California Association of Human Relations Organizations: www.cahro.org

United States Department of Education, Office for Civil Rights: www.ed.gov/offices/ocr/index.html

Chino Valley Unified School District

Policy adopted: February 3, 2000

Revised: March 17, 2011

REVISED: