



CHINO VALLEY
UNIFIED SCHOOL DISTRICT

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

BOARD OF EDUCATION AGENDA

September 15, 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
4:55 p.m. – Closed Session • 6:00 p.m. – Regular Meeting
September 15, 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 – 4:55 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. (45 minutes)
- b. Public Employee Appointment (Government Code 54957): Coordinator, Compliance. (5 minutes)
- c. Public Employee Discipline/Dismissal/Release (Government Code 54957): (15 minutes)

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

1. Report Closed Session Action
2. Pledge of Allegiance

I.C. 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. ACTION

II.A. BUSINESS SERVICES

II.A.1. **2021/2022 Unaudited Actuals Financial Report** Motion ___ Second ___
 Page 8 Recommend the Board of Education approve the 2021/2022 Unaudited Actuals Financial Report and
 authorize the Superintendent or designee to sign the 2021/2022 District Certification of Unaudited
 Actuals Financial Report. Preferential Vote: ___
 Vote: Yes ___ No ___

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

II.B.1. **Application for Funding Consolidated** Motion ___ Second ___
 Page 9 **Application for the 2022/2023 School Year** Preferential Vote: ___
 Recommend the Board of Education approve the Application for Funding Consolidated Application
 for the 2022/2023 school year. Vote: Yes ___ No ___

II.C. FACILITIES, PLANNING, AND OPERATIONS

II.C.1. **Resolution 2022/2023-14, California Schools** Motion ___ Second ___
 Page 17 **Healthy Air, Plumbing, and Efficiency Program** Preferential Vote: ___
(CalSHAPE) and Approval of CalSHAPE Grant Vote: Yes ___ No ___
Agreement
 Recommend the Board of Education adopt Resolution 2022/2023-14, California Schools
 Healthy Air, Plumbing, and Efficiency Program and approve the CalSHAPE Grant Agreement.

III. CONSENT

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

III.A. ADMINISTRATION

III.A.1. **Minutes of the September 1, 2022 Regular Meeting**
 Page 51 Recommend the Board of Education approve the minutes of the
 September 1, 2022 regular meeting.

III.B. BUSINESS SERVICES

III.B.1. Warrant Register

Page 57

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

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

Page 58

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

III.B.3. Fundraising Activities

Page 60

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

III.B.4. Donations

Page 64

Recommend the Board of Education accept the donations.

III.B.5. Legal Services

Page 66

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

III.B.6. Resolution 2022/2023-13, Actual Gann Limit for 2021/2022 and Estimated Gann Limit for 2022/2023

Page 67

Recommend the Board of Education adopt Resolution 2022/2023-13, Actual Gann Limit for 2021/2022 in the amount of \$171,702,548.00 and Estimated Gann Limit for 2022/2023 in the amount of \$189,541,276.00.

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

III.C.1. School Sponsored Trips

Page 69

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

III.C.2. Revision of Board Policy 5125.1 Students—Release of Directory Information

Page 71

Recommend the Board of Education approve the revision of Board Policy 5125.1 Students—Release of Directory Information.

III.C.3. New Board Policy 5145.13 Students—Response to Immigration Enforcement

Page 74

Recommend the Board of Education approve the new Board Policy 5145.13 Students—Response to Immigration Enforcement.

III.C.4. Revision of Board Policy 5145.7 Students—Sexual Harassment

Page 77

Recommend the Board of Education approve the revision of Board Policy 5145.7 Students—Sexual Harassment.

III.C.5. Revision of Board Policy 5145.9 Students—Hate-Motivated Behavior
Page 83 Recommend the Board of Education approve the revision of Board Policy 5145.9 Students—Hate-Motivated Behavior.

III.C.6. Baldy View Regional Occupational Program 2022/2023 District Operated Program Contract
Page 89 Recommend the Board of Education approve the Baldy View Regional Occupational Program 2022/2023 District Operated Program Contract.

III.C.7. Baldy View Regional Occupational Program 2022/2023 Contract for Services and Participation Incentive
Page 101 Recommend the Board of Education approve the Baldy View Regional Occupational Program 2022/2023 Contract for Services and Participation Incentive.

III.C.8. Baldy View Regional Occupational Program 2022/2023 Contract for Embedded Classes
Page 115 Recommend the Board of Education approve the Baldy View Regional Occupational Program 2022/2023 Contract for Embedded Classes.

III.C.9. Amendment to the Joint Powers Agreement Between Baldy View Regional Occupational Program and the Chino Valley Unified School District
Page 125 Recommend the Board of Education approve the Amendment to the Joint Powers Agreement between Baldy View Regional Occupational Program and the Chino Valley Unified School District.

III.D. FACILITIES, PLANNING, AND OPERATIONS

III.D.1. Purchase Order Register
Page 129 Recommend the Board of Education approve/ratify the purchase order register, provided under separate cover.

III.D.2. Agreements for Contractor/Consultant Services
Page 130 Recommend the Board of Education approve/ratify the Agreements for Contractor/Consultant Services.

III.D.3. Notice of Completion for CUPCCAA Projects
Page 134 Recommend the Board of Education approve the Notice of Completion for CUPCCAA Projects.

III.E. HUMAN RESOURCES

III.E.1. Certificated/Classified Personnel Items
Page 135 Recommend the Board of Education approve/ratify the certificated/classified personnel items.

III.E.2. Student Teaching Agreement with National University

Page 141 Recommend the Board of Education approve the student teaching agreement with National University.

IV. INFORMATION

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

IV.A.1. Revision of Board Policy 5131.2 Students—Bullying

Page 150 Recommend the Board of Education receive for information the revision of Board Policy 5131.2 Students—Bullying.

IV.A.2. Revision of Board Policy and Administrative Regulation 5145.3 Students—Nondiscrimination/Harassment of Students

Page 157 Recommend the Board of Education receive for information the revision of Board Policy and Administrative Regulation 5145.3 Students—Nondiscrimination/Harassment of Students.

IV.A.3. Revision of Board Policy and Administrative Regulation 6142.2 Instruction—World Language Instruction

Page 174 Recommend the Board of Education receive for information the revision of Board Policy and Administrative Regulation 6142.2 Instruction—World Language Instruction.

IV.A.4. Revision of Board Policy and Administrative Regulation 6173 Instruction—Education for Homeless Children

Page 181 Recommend the Board of Education receive for information the revision of Board Policy and Administrative Regulation 6173 Instruction—Education for Homeless Children.

IV.B. HUMAN RESOURCES

IV.B.1. Revision of Board Policy and Administrative Regulation 1312.3 Community Relations—Uniform Complaint Procedures

Page 200 Recommend the Board of Education receive for information the revision of Board Policy and Administrative Regulation 1312.3 Community Relations—Uniform Complaint Procedures.

V. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

VI. ADJOURNMENT

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 15, 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: 2021/2022 UNAUDITED ACTUALS FINANCIAL REPORT

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BACKGROUND

The governing board of each school district shall approve, in a format prescribed by the Superintendent of Public Instruction, an annual statement of all receipts and expenditures of the District for the preceding fiscal year and shall file the statement with the County Superintendent of Schools.

The Unaudited Actuals Financial Report states the final revenues and expenditures of the District for the 2021/2022 fiscal year. The final audit report for the 2021/2022 fiscal year will be presented to the Board of Education in January 2023 by the District’s external auditor.

The Unaudited Actuals Financial Report is provided under separate cover.

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

RECOMMENDATION

It is recommended the Board of Education approve the 2021/2022 Unaudited Actuals Financial Report and authorize the Superintendent or designee to sign the 2021/2022 District Certification of Unaudited Actuals Financial Report.

FISCAL IMPACT

None.

NE:SHC:LP:if

Chino Valley Unified School District

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DATE: September 15, 2022
TO: Members, Board of Education
FROM: Norm Enfield, Superintendent
PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation and Support
Stacy Ayers-Escarcega, Ed.D., Director, Access & Equity
SUBJECT: APPLICATION FOR FUNDING CONSOLIDATED APPLICATION FOR THE 2022/2023 SCHOOL YEAR

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BACKGROUND

The California Department of Education requires that school districts annually indicate in which categorical programs participation will occur during the following school year. The application contains assurances indicating that the LEA will comply with the legal requirements of each program in order to supplement the regular educational programs provided by the District. The application becomes part of the entitlement funding process for all districts.

The submission of an application for funding of consolidated categorical programs indicates the District’s intention to participate in various categorical programs and provides assurances that the program guidelines will be met. For the 2022/2023 school year, the District will be participating in the following programs: Title I Part A (Basic Grant), Title II Part A (Teacher Quality), Title III Part A Immigrant, and Title III Part A LEP, and Title IV Part A Academic Enrichment.

Approval of this item supports the goals identified within the District’s Strategic Plan described in the LEA Plan Addendum.

RECOMMENDATION

It is recommended the Board of Education approve the Application for Funding Consolidated Application for the 2022/2023 school year.

FISCAL IMPACT

Entitlement determined by approval of the State budget.

NE:LF:SA:gks

2022–23 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca21assurancetoc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Mrs. Lea Fellows
Authorized Representative's Signature	<i>Lea Fellows</i>
Authorized Representative's Title	Assistant Superintendent of CIIS
Authorized Representative's Signature Date	08/23/2022

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2022–23 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Miguel Cordova, Title I Policy, Program, and Support Office, MCordova@cde.ca.gov, 916-319-0381

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Lea Fellows
Authorized Representative's Title	Assistant Superintendent of CIIS
Authorized Representative's Signature Date	08/29/2022
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

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2022–23 LCAP Federal Addendum Certification

CDE Program Contact:

Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233

Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) or District For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	06/20/2019
Direct Funded Charter Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Lea Fellows
Authorized Representative's Title	Assistant Superintendent of CIIS

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2022–23 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	No
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District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	Yes
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Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111 et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	Yes
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

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2022–23 Title III English Learner Student Program Subgrant Budget

The purpose of this data collection form is to provide a proposed budget for English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Estimated Allocation Calculation

Estimated English learner per student allocation	\$125.10
Estimated English learner student count	2,529
Estimated English learner student program allocation	\$316,378

Note: \$10,000 minimum program eligibility criteria

If the local educational agency's estimated English learner student program allocation is less than \$10,000, then it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the California Department of Education Title III EL Consortium Details web page at <https://www.cde.ca.gov/sp/el/t3/elconsortium.asp>.

Budget

Professional development activities	\$249,006
Program and other authorized activities	\$40,970
English Proficiency and Academic Achievement	\$14,762
Parent, family, and community engagement	\$1,000
Direct administrative costs (Amount cannot exceed 2% of the estimated English learner student program allocation)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$10,640
Total budget	\$316,378

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2022–23 Title III Immigrant Student Program Subgrant Budget

The purpose of this data collection form is to provide a proposed budget for Immigrant Student Program Subgrant funds only per the Title III Immigrant Student Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Estimated Allocation Calculation

Estimated immigrant per student allocation	\$150.85
Estimated immigrant student count	697
Estimated immigrant student program allocation	\$105,142

Note: Eligibility criteria

A local educational agency which has 5 or more eligible immigrant students and has experienced a significant increase of one half of 1 percent or more in eligible immigrant students enrollment in the current year, compared with the average of the two preceding fiscal years, is eligible to apply.

Budget

Authorized activities	\$101,606
Direct administrative costs (Amount should not exceed 2% of the estimated immigrant student program allocation)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$3,536
Total budget	\$105,142

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2022–23 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:

Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at <https://www.cde.ca.gov/fg/ac/sa/>.

2022–23 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	

*****Warning*****

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CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: September 15, 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 2022/2023-14, CALIFORNIA SCHOOLS HEALTHY
AIR, PLUMBING, AND EFFICIENCY PROGRAM (CALSHAPE)
AND APPROVAL OF CALSHAPE GRANT AGREEMENT**

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BACKGROUND

On September 30, 2020, Assembly Bill 841, the California Schools Healthy Air, Plumbing, and Efficiency Program (CalSHAPE) was approved by Governor Newsom.

CalSHAPE provides funding to upgrade heating, air conditioning, and ventilation (HVAC) systems in public schools and replaces noncompliant plumbing fixtures and appliances that fail to meet water efficiency standards.

On December 16, 2021, the Board of Education awarded RFP No. 21-22-05, HVAC Assessments and Maintenance Services to PacificWest Energy Solutions, Inc., and on January 20, 2022, the Board approved the agreement with PacificWest Energy Solutions, Inc. for preparation and submission of the District’s CalSHAPE application for funding. The District was subsequently awarded round one CalSHAPE funding in the amount of \$1,364,460.00, and on April 7, 2022, the Board of Education approved the CalSHAPE grant agreement. This funding is now being allocated to the following, qualifying school sites for upgrades to HVAC systems (assessments, air filter upgrades, maintenance) and the installation of classroom carbon dioxide monitors/HVAC system controls:

Borba ES, Dickey ES, Dickson ES, Liberty ES, Marshall ES, Newman ES, Walnut ES, Briggs K-8, Magnolia JHS, Ramona JHS, Woodcrest JHS, and Chino Valley Learning Academy.

On August 17, 2022, the California Energy Commission approved the District’s round two CalSHAPE application for funding in the amount of \$3,642,180.00. This funding will be allocated to the balance of the District’s school sites for upgrades to HVAC systems (assessments, air filter upgrades, maintenance) and the installation of classroom carbon dioxide monitors/HVAC system controls. Those school sites are:

Butterfield Ranch ES, Cattle ES, Chaparral ES, Cortez ES, Country Springs ES, Eagle Canyon ES, Glenmeade ES, Hidden Trails ES, Litel ES, Oak Ridge ES, Rhodes ES, Rolling Ridge ES, Wickman ES, Cal Aero K-8, Canyon Hills JHS, Townsend JHS, Ayala HS, Buena Vista HS, Chino HS, Chino Hills HS, and Don Lugo HS.

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2022/2023-14, California Schools Healthy Air, Plumbing, and Efficiency Program and approve the CalSHAPE Grant Agreement.

FISCAL IMPACT

Grant Award Amount of \$3,642,180.00

NE:GS:pw

**Chino Valley Unified School District
Resolution 2022/2023-14
California Schools Healthy Air, Plumbing, and Efficiency Program (CalSHAPE)**

WHEREAS, the California Energy Commission's California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Program provides grants to local educational agencies (LEA), that includes school districts, charter schools, and regional occupational programs, to fund the assessment, maintenance, and repair of ventilation systems, installation of carbon dioxide monitors, and replacement of noncompliant plumbing fixtures and appliances;

THEREFORE, BE IT RESOLVED that the Board of Education of the Chino Valley Unified School District authorizes the Chino Valley Unified School District to apply for a grant from the California Energy Commission to implement a CalSHAPE program project.

IT IS RESOLVED FURTHER that in compliance with the California Environmental Quality Act (CEQA), the Board of Education of the Chino Valley Unified School District finds that the activity funded by the grant is a project that is exempt under Article 19, Section 15301(d) because the activities to be funded by the applicable grant constitutes a project that is categorically exempt.

IT IS RESOLVED FURTHER, that if recommended for funding by the California Energy Commission, the Board of Education of the Chino Valley Unified School District authorizes Chino Valley Unified School District to accept a grant up to \$13,642,180.00 and accept all grant agreement terms and conditions.

IT IS RESOLVED FURTHER, that Sandra Chen and or Gregory Stachura are hereby authorized and empowered to execute in the name of Chino Valley Unified School District all necessary documents to implement and carry out the purpose of this resolution, and to undertake all actions necessary to undertake and complete the energy efficiency projects.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 15th day of September 2022 by the following vote:

Bridge	_____
Cruz	_____
Na	_____
Schaffer	_____
Gagnier	_____

I, Norm Enfield, 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



RECIPIENT Chino Valley Unified	AGREEMENT NUMBER 22R3VA1330
ADDRESS Chino Valley Unified School District 5131 Riverside Drive Chino, CA 91710	AGREEMENT TERM <p style="text-align: center;">Ends 24 months after Effective Date</p> The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION

The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

- Exhibit A – Scope of Work**
- Exhibit B – Budget**
- Exhibit C – Agreement Contacts**
- Exhibit D – Terms and Conditions**

REIMBURSABLE AMOUNT \$3,642,180.00
Total of REIMBURSABLE AMOUNT \$3,642,180.00

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

CALIFORNIA ENERGY COMMISSION		RECIPIENT	
AUTHORIZED SIGNATURE	DATE	AUTHORIZED SIGNATURE	DATE
NAME Adrienne Winuk		NAME Greg Stachura	
TITLE Contracts, Grants, and Loans Office Manager		TITLE Assistant Superintendent	
CALIFORNIA ENERGY COMMISSION ADDRESS 1516 9th Street, MS 18, Sacramento, CA 95814			

EXHIBIT A Scope of Work

Chino Valley Unified 3667678000000

**Total Number of Sites
21**

Site Name	CDS Code
Edwin Rhodes Elementary	36676780100578
Michael G. Wickman Elementary	36676780100586
Chaparral Elementary	36676780110726
Cal Aero Preserve Academy	36676780120329
Don Antonio Lugo High	36676783630035
Ruben S. Ayala High	36676783630522
Chino Hills High	36676783631017
Buena Vista Continuation High	36676783631769
Chino High	36676783632502
Glenmeade Elementary	36676786035554
Alicia Cortez Elementary	36676786098354
Robert O. Townsend Junior High	36676786105712
Gerald F. Litel Elementary	36676786106611
Eagle Canyon Elementary	36676786106629
Oak Ridge Elementary	36676786107270
Howard Cattle Elementary	36676786107288
Rolling Ridge Elementary	36676786108195
Butterfield Ranch Elementary	36676786108666
Canyon Hills Junior High	36676786109813
Country Springs Elementary	36676786111710
Hidden Trails Elementary	36676786112833

Edwin Rhodes Elementary

Category	Unit Count
Assessment & Maintenance	61
Filter	138
Monitor	55

Michael G. Wickman Elementary

Category	Unit Count
Assessment & Maintenance	59
Filter	133
Monitor	51

Chaparral Elementary

Category	Unit Count
Assessment & Maintenance	51
Filter	116

Monitor 49

Cal Aero Preserve Academy

Category	Unit Count
Assessment & Maintenance	91
Filter	207
Monitor	83

Don Antonio Lugo High

Category	Unit Count
Assessment & Maintenance	171
Filter	388
Monitor	165

Ruben S. Ayala High

Category	Unit Count
Assessment & Maintenance	194
Filter	441
Monitor	182

Chino Hills High

Category	Unit Count
Assessment & Maintenance	169
Filter	383
Monitor	159

Buena Vista Continuation High

Category	Unit Count
Assessment & Maintenance	27
Filter	62
Monitor	25

Chino High

Category	Unit Count
Assessment & Maintenance	191
Filter	433
Monitor	140

Glenmeade Elementary

Category	Unit Count
Assessment & Maintenance	41
Filter	95
Monitor	39

Alicia Cortez Elementary

Category	Unit Count
Assessment & Maintenance	60

Filter	137
Monitor	57

Robert O. Townsend Junior High

Category	Unit Count
Assessment & Maintenance	68
Filter	154
Monitor	62

Gerald F. Litel Elementary

Category	Unit Count
Assessment & Maintenance	49
Filter	112
Monitor	47

Eagle Canyon Elementary

Category	Unit Count
Assessment & Maintenance	52
Filter	120
Monitor	49

Oak Ridge Elementary

Category	Unit Count
Assessment & Maintenance	49
Filter	112
Monitor	44

Howard Cattle Elementary

Category	Unit Count
Assessment & Maintenance	53
Filter	121
Monitor	50

Rolling Ridge Elementary

Category	Unit Count
Assessment & Maintenance	50
Filter	113
Monitor	46

Butterfield Ranch Elementary

Category	Unit Count
Assessment & Maintenance	49
Filter	112
Monitor	47

Canyon Hills Junior High

Category	Unit Count
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Assessment & Maintenance	64
Filter	146
Monitor	59

Country Springs Elementary

Category	Unit Count
Assessment & Maintenance	54
Filter	124
Monitor	47

Hidden Trails Elementary

Category	Unit Count
Assessment & Maintenance	43
Filter	99
Monitor	41

EXHIBIT B Budget

Chino Valley Unified 36676780000000

**Total Requested Amount
\$3,642,180.00**

Site Name	Requested Amount
Edwin Rhodes Elementary	\$137,220.00
Michael G. Wickman Elementary	\$131,490.00
Chaparral Elementary	\$118,920.00
Cal Aero Preserve Academy	\$199,590.00
Don Antonio Lugo High	\$370,920.00
Ruben S. Ayala High	\$415,530.00
Chino Hills High	\$363,750.00
Buena Vista Continuation High	\$67,980.00
Chino High	\$380,970.00
Glenmeade Elementary	\$97,830.00
Alicia Cortez Elementary	\$137,370.00
Robert O. Townsend Junior High	\$152,100.00
Gerald F. Litel Elementary	\$114,720.00
Eagle Canyon Elementary	\$120,480.00
Oak Ridge Elementary	\$112,560.00
Howard Cattle Elementary	\$122,490.00
Rolling Ridge Elementary	\$115,290.00
Butterfield Ranch Elementary	\$114,720.00
Canyon Hills Junior High	\$144,420.00
Country Springs Elementary	\$121,800.00
Hidden Trails Elementary	\$102,030.00

Edwin Rhodes Elementary

Category	Requested Amount
Assessment & Maintenance	\$71,000.00
Filter	\$10,350.00
Monitor	\$33,000.00
Contingency	\$22,870.00

Michael G. Wickman Elementary

Category	Requested Amount
Assessment & Maintenance	\$69,000.00
Filter	\$9,975.00
Monitor	\$30,600.00
Contingency	\$21,915.00

Chaparral Elementary

Category	Requested Amount
-----------------	-------------------------

Assessment & Maintenance	\$61,000.00
Filter	\$8,700.00
Monitor	\$29,400.00
Contingency	\$19,820.00

Cal Aero Preserve Academy

Category	Requested Amount
Assessment & Maintenance	\$101,000.00
Filter	\$15,525.00
Monitor	\$49,800.00
Contingency	\$33,265.00

Don Antonio Lugo High

Category	Requested Amount
Assessment & Maintenance	\$181,000.00
Filter	\$29,100.00
Monitor	\$99,000.00
Contingency	\$61,820.00

Ruben S. Ayala High

Category	Requested Amount
Assessment & Maintenance	\$204,000.00
Filter	\$33,075.00
Monitor	\$109,200.00
Contingency	\$69,255.00

Chino Hills High

Category	Requested Amount
Assessment & Maintenance	\$179,000.00
Filter	\$28,725.00
Monitor	\$95,400.00
Contingency	\$60,625.00

Buena Vista Continuation High

Category	Requested Amount
Assessment & Maintenance	\$37,000.00
Filter	\$4,650.00
Monitor	\$15,000.00
Contingency	\$11,330.00

Chino High

Category	Requested Amount
Assessment & Maintenance	\$201,000.00
Filter	\$32,475.00
Monitor	\$84,000.00
Contingency	\$63,495.00

Glenmeade Elementary

Category

Assessment & Maintenance
Filter
Monitor
Contingency

Requested Amount

\$51,000.00
\$7,125.00
\$23,400.00
\$16,305.00

Alicia Cortez Elementary

Category

Assessment & Maintenance
Filter
Monitor
Contingency

Requested Amount

\$70,000.00
\$10,275.00
\$34,200.00
\$22,895.00

Robert O. Townsend Junior High

Category

Assessment & Maintenance
Filter
Monitor
Contingency

Requested Amount

\$78,000.00
\$11,550.00
\$37,200.00
\$25,350.00

Gerald F. Litel Elementary

Category

Assessment & Maintenance
Filter
Monitor
Contingency

Requested Amount

\$59,000.00
\$8,400.00
\$28,200.00
\$19,120.00

Eagle Canyon Elementary

Category

Assessment & Maintenance
Filter
Monitor
Contingency

Requested Amount

\$62,000.00
\$9,000.00
\$29,400.00
\$20,080.00

Oak Ridge Elementary

Category

Assessment & Maintenance
Filter
Monitor
Contingency

Requested Amount

\$59,000.00
\$8,400.00
\$26,400.00
\$18,760.00

Howard Cattle Elementary

Category

Assessment & Maintenance
Filter
Monitor

Requested Amount

\$63,000.00
\$9,075.00
\$30,000.00

Contingency \$20,415.00

Rolling Ridge Elementary

Category	Requested Amount
Assessment & Maintenance	\$60,000.00
Filter	\$8,475.00
Monitor	\$27,600.00
Contingency	\$19,215.00

Butterfield Ranch Elementary

Category	Requested Amount
Assessment & Maintenance	\$59,000.00
Filter	\$8,400.00
Monitor	\$28,200.00
Contingency	\$19,120.00

Canyon Hills Junior High

Category	Requested Amount
Assessment & Maintenance	\$74,000.00
Filter	\$10,950.00
Monitor	\$35,400.00
Contingency	\$24,070.00

Country Springs Elementary

Category	Requested Amount
Assessment & Maintenance	\$64,000.00
Filter	\$9,300.00
Monitor	\$28,200.00
Contingency	\$20,300.00

Hidden Trails Elementary

Category	Requested Amount
Assessment & Maintenance	\$53,000.00
Filter	\$7,425.00
Monitor	\$24,600.00
Contingency	\$17,005.00

Total Grant Award	\$3,642,180.00
Initial Payment	\$1,821,090.00
Final Payment	\$1,821,090.00

EXHIBIT C Contacts

CalSHAPE Program Staff

California Energy Commission
715 P Street
Sacramento, CA 95814
E-mail: CalSHAPE@energy.ca.gov

Confidential Deliverables/Products

Adrienne Winuk, Manager
California Energy Commission
Contracts, Grants and Loans Office
715 P Street, MS - 18
Sacramento, CA 95814
E-mail: Adrienne.Winuk@energy.ca.gov

Invoices, Progress Reports and Non-Confidential Deliverables to

Mary Hung
California Energy Commission
Accounting Office
714 P Street MS - 2
Sacramento, CA 95813
E-mail: Mary.Hung@energy.ca.gov

EXHIBIT C Contacts

LEA Contact (Primary)

Name	Greg Stachura
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City, State, Zip	Chino, CA 91710
E-mail	greg_stachura@chino.k12.ca.us

LEA Contact (Alternate)

Name	enter name
Address	enter address line
City, State, Zip	enter city, state, zipcode
E-mail	enter email

LEA Contact (Alternate)

Name	enter name
Address	enter address line
City, State, Zip	enter city, state, zipcode
E-mail	enter email

EXHIBIT D

**CALIFORNIA SCHOOLS HEALTHY AIR, PLUMBING, AND EFFICIENCY
(CALSHAPE) STANDARD GRANT TERMS AND CONDITIONS**

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1. **Introduction**

This grant agreement (Agreement) between the California Energy Commission (Energy Commission, or Commission) and the Recipient is funded by the School Energy Efficiency Stimulus Program, established by Assembly Bill 841 (Ting, Chapter 372, Statutes of 2020), which in part provides grants to assess, maintain, adjust, repair, or upgrade heating, ventilation, and air conditioning systems. This grant program is referred to as the California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Ventilation Program.

This Agreement includes: (1) the Agreement signature page (**form CEC-146**); (2) the scope of work (**Exhibit A**); (3) the budget (**Exhibit B**); (4) a contacts list (**Exhibit C**); (5) these terms and conditions, which are standard requirements for CalSHAPE ventilation program grant awards (**Exhibit D**); (6) any special terms and conditions that the Energy Commission may impose to address the unique circumstances of the funded project, which take precedence in the event of a conflict with any provision of these terms and conditions (**Exhibit E**); (7) all attachments; and (8) all documents incorporated by reference.

All work and expenditure of Commission-reimbursed funds must occur prior to the Agreement term end date specified on the CEC-146 form.

2. **Documents Incorporated by Reference**

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsections (f) and (g) below. Where this Agreement or California laws and regulations are silent or do not apply, the Energy Commission will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

Funding Documents

- a. The notice of funding availability for the project supported by this Agreement
- b. The Recipient's application submitted in response to the notice of funding availability

Program Guidelines

- c. CalSHAPE Ventilation Program Commission Guidelines, available at <https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program>

Federal Cost Principles (*applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations*)

- d. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.)

Federal Acquisition Regulations (*applicable to commercial organizations*)

- e. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants)

Nondiscrimination

- f. 2 California Code of Regulations, Section 11099 et seq.: Contractor Nondiscrimination and Compliance

General Laws

- g. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement

3. **Standard of Performance**

In performing work under the Agreement, the Recipient, its subcontractors, and their employees are responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures for the type of work performed.

4. **Due Diligence**

- a. The Recipient must take timely actions that, taken collectively, move this project to completion.
- b. Energy Commission staff will periodically evaluate the project schedule for completion of Scope of Work tasks. This evaluation may include but not be limited to random checks of project progress at periodic intervals set by the Energy Commission. Recipients subject to a project check must complete a progress report using a template prepared by the Energy Commission to provide information on the project status and expected completion date.
- c. If Energy Commission staff determines that: (1) the Recipient is not diligently completing the tasks in the Scope of Work; or (2) the time remaining in this Agreement is insufficient to complete all project tasks by the Agreement end date, Energy Commission staff may recommend that this Agreement be terminated, and the Commission may terminate this Agreement without prejudice to any of its other remedies.

5. **Products**

- a. **“Products”** are any tangible item specified for delivery to the Energy Commission in the Scope of Work, such as reports and summaries. The Recipient will submit all products identified in the Scope of Work to Energy Commission staff, in the manner and form specified in the Scope of Work.

If Energy Commission staff determines that a product is substandard given its description and intended use as described in this Agreement, Energy Commission staff, without prejudice to any of the Commission’s other remedies, may refuse to authorize payment for the product and any subsequent products that rely on or are based upon the product under this Agreement.

- b. **Failure to Submit Products**

Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

- c. **Legal Statements on Products**

All documents that result from work funded by this Agreement and are released to the public must include the following statement to ensure no Commission endorsement of documents:

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. Neither the Commission, the State of California, nor the Commission's employees, contractors, or subcontractors makes any warranty, express or implied, or assumes any legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights. This document has not been approved or disapproved by the Commission, nor has the Commission passed upon the accuracy of the information in this document.

6. Amendments

a. Procedure for Requesting Extensions

The Recipient must submit a written request to the CalSHAPE Program for a one-time only extension to the Agreement, not to exceed six-months nor the final program reporting deadline date of June 1, 2026. The request must include:

- A brief summary of the proposed extension; and
- A brief summary of the reason(s) for the extension

b. Approval of Changes

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the Commission's unilateral termination rights in Section 16 of these terms. No oral understanding or agreement is binding on any of the parties.

7. Contracting and Procurement Procedures

This section provides general requirements for agreements entered into between the Recipient and subcontractors for the performance of this Agreement.

a. Contractor's Obligations to Subcontractors

1) The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into for the performance of this Agreement.

2) Nothing contained in this Agreement or otherwise creates any contractual relation between the Commission and any subcontractors, and no subcontract may relieve the Recipient of its responsibilities under this Agreement. The Recipient agrees to be as fully responsible to the Commission for the acts and omissions of its subcontractors or persons directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Recipient.

The Recipient's obligation to pay its subcontractors is an independent obligation from the Commission's obligation to make payments to the Recipient. As a result, the Commission has no obligation to pay or enforce the payment of any funds to any subcontractor.

3) The Recipient is responsible for establishing and maintaining contractual agreements with and reimbursing each subcontractor for work performed in accordance with the terms of this Agreement.

b. Flow-Down Provisions

Subcontracts funded in whole or in part by this Agreement must include language conforming to the provisions below, unless the subcontracts are entered into by the University of California (UC) or the U.S. Department of Energy (DOE) national laboratories. UC may use the terms and conditions negotiated by the Energy Commission with UC for its subcontracts. DOE national laboratories may use the terms and conditions negotiated with DOE (please contact the Commission Grants Officer for these terms).

- Standard of Performance (Section 3)
- Legal Statements on Products (included in Section 5, “Products”)
- Prevailing Wage (Section 10)
- Recordkeeping, Cost Accounting, and Auditing (Section 11)
- Equipment (Section 14)
- Indemnification (Section 17)
- Intellectual Property (Section 20)
- Access to Sites and Records (included in Section 22, “General Provisions”)
- Nondiscrimination (included in Section 23, “Certifications and Compliance”)
- Survival of the following sections:
 - Equipment (Section 14)
 - Recordkeeping, Cost Accounting, and Auditing (Section 11)
 - Intellectual Property (Section 20)
 - Access to Sites and Records (included in Section 22, “General Provisions”)

Subcontracts funded in whole or in part by this Agreement must also include the following:

- A clear and accurate description of the material, products, or services to be procured.
- A detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors breach contract terms, in addition to sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of the Commission.

c. Audits

All subcontracts entered into for the performance of this Agreement are subject to examination and audit by the Energy Commission, Bureau of State Audits, or the California Public Utilities Commission for a period of three (3) years after payment of the Recipient’s final invoice under this Agreement.

d. Copies of Subcontracts

The Recipient must provide a copy of its subcontracts upon request by the Energy Commission.

e. Conflicting Subcontract Terms

Prior to the execution of this Agreement, the Recipient will notify the CalSHAPE Program of any known or reasonably foreseeable conflicts between this Agreement and its agreements with any subcontractors (e.g., conflicting intellectual property or payment terms). If the Recipient discovers any such conflicts after the execution of this Agreement, it will notify the CalSHAPE Program of the conflict within fifteen (15) days of discovery. The Energy Commission may, without prejudice to its other remedies, terminate this Agreement if any conflict impairs or diminishes its value.

f. Penalties for Noncompliance

Without limiting the Commission's other remedies, failure to comply with the above requirements may result in the termination of this Agreement.

8. Payment of Funds

a. Timing of Payment

See Chapter 3, Section G, Timing of Payment, of the CalSHAPE Ventilation Commission Guidelines.

Final payment will only be made after the Energy Commission: (1) receives and approves the Recipient's final reporting; and (2) receives and accepts all other required documentation necessary for the Energy Commission to determine the total final amount due to the Recipient, based on actual and allowable Incurred Costs and Paid Costs under this Agreement, up to the total grant award amount.

Without limiting any other rights and remedies available to the Energy Commission, Recipient must return funds to the Energy Commission received under this Agreement if, for example, the Recipient was overpaid in the first payment, did not complete the project, or did not meet other program requirements.

b. Reimbursable Cost Requirements

In addition to any other requirements in this Agreement, the Energy Commission is only obligated to reimburse the Recipient for Incurred and Paid Costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) made in accordance with the Agreement's Budget; and (4) actual and allowable expenses under this Agreement.

ALL of the items in the Budget are capped amounts (i.e., maximums), and the Recipient can only bill its ACTUAL amount up to capped amounts listed in the Budget. For example, if the Budget includes an employee's hourly rate of \$50/hour but the employee is only paid \$40/hour, the Recipient can only bill for \$40/hour. Under the same example, if the employee earned \$70/hour but the Budget only lists \$50/hour, the Recipient can only bill for \$50. If the actual rates exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

c. Payment Requests

Recipient agrees and acknowledges that time is of the essence in submitting the final payment request. The Commission has a limited period of time, set by law, in which it can reimburse funds under this Agreement. Without prejudice to the Commission's other rights, the Recipient risks not receiving any funds, and relieves the Commission of any duty and liability whatsoever to pay, for any payment requests received after the end of the Agreement.

d. Invoice Approval and Disputes:

Payment is subject to Energy Commission staff's approval. Payments will be made to the Recipient for undisputed invoices. An undisputed invoice is an invoice submitted by the Recipient for work performed, for which project expenditures and products meet all Agreement conditions, and for which additional evidence is not required to determine its validity.

The invoice will be disputed if all products due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of this Agreement. If the invoice is disputed, the Recipient will be notified by the CEC.

e. Multiple Non-Energy Commission Funding Sources:

No payment will be made for costs identified in recipient invoices that have been or will be reimbursed by another source, including but not limited to an agreement with another government entity.

"Government Entity" means: (1) a state governmental agency; (2) a state college or university; (3) a local government entity or agency, including those created as a Joint Powers Authority; (4) an auxiliary organization of the California State University or a California community college; (5) the federal government; (6) a foundation organized to support the Board of Governors of the California Community Colleges; and (7) an auxiliary organization of the Student Aid Commission established under California Education Code Section 69522.

f. Reduced funding:

If the Energy Commission does not receive sufficient funds under the Budget Act or from the investor-owned utility administrators of the CalSHAPE program to fully fund the work identified in Exhibit A (Scope of Work), the following will occur:

- 1) If the Energy Commission has received a reduced amount of funds for the work, it may: (1) offer an Agreement amendment to the Recipient to reflect the reduced amount; or (2) cancel this Agreement (with no liability occurring to the State).
- 2) If the Energy Commission has received no funds for the work identified in Exhibit A: (1) this Agreement will be of no force and effect; (2) the State will have no obligation to pay any funds to the Recipient; and (3) the Recipient will have no obligation to perform any work under this Agreement.

g. Allowability of Costs

- 1) Allowable Costs

The costs for which the Recipient will be reimbursed under this Agreement include all costs, direct and indirect, incurred in the performance of the work identified in the Scope of Work. Costs must be incurred within the Agreement term. Factors to be considered in determining whether an individual item of cost is allowable include: (i) reasonableness of the item, including necessity of the item for the work; (ii) applicable federal cost principles or acquisition regulations incorporated by reference in Section 2 of this Agreement; and (iii) the terms and conditions of this Agreement.

2) Unallowable Costs

See Chapter 3, Section I, Ineligible Costs, of the CalSHAPE Ventilation Program Commission Guidelines.

3) Except as provided for in this Agreement or applicable California law or regulations, the Recipient will use the federal cost principles and/or acquisition regulations incorporated by reference in Section 2 of this Agreement when determining allowable and unallowable costs. In the event of a conflict, this Agreement takes precedence over the federal cost principles and/or acquisition regulations.

h. Final Invoice for Remaining Funds

See Chapter 4, Section C, Final Documentation and Invoice for Remaining Funds, of the CalSHAPE Ventilation Program Commission Guidelines. The Recipient must submit all invoices electronically by uploading them to the CalSHAPE Online System, which is found at <https://calshape.energy.ca.gov/>.

i. If the Recipient has not otherwise provided to the Commission documentation showing the Recipient's payment of Incurred Costs, the Recipient shall provide such documentation as soon as possible and not later than three working days from a request from Commission personnel.

j. Certification

The following certification will be included on each payment request form and signed by the Recipient's authorized officer:

The documents included in this request for payment are true and correct to the best of my knowledge and I have authority to submit this request. I certify that reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract, or other procurement method. For projects considered to be a public work, prevailing wages were paid to eligible workers who provided labor for the work covered by this invoice; the Recipient and all subcontractors have complied with prevailing wage laws.

9. **Reserved**

10. **Prevailing Wage**

a. Requirement

Projects funded by the Energy Commission often involve construction, alteration, demolition, installation, repair, or maintenance work over \$1,000. Such projects might be considered “public works” under the California Labor Code (See California Labor Code Section 1720 et seq. and Title 8 California Code of Regulations, Section 16000 et seq.). Public works projects require the payment of prevailing wages. Prevailing wage rates can be significantly higher than non-prevailing wage rates.

b. Determination of Project’s Status

Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction may issue legally binding determinations that a particular project is or is not a public work. If the Recipient is unsure whether the project funded by the Agreement is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from DIR or an appropriate court. As such processes can be time consuming, it may not be possible to obtain a timely determination before the date for performance of the Agreement.

By accepting this grant, the Recipient is fully responsible for complying with all California public works requirements, including but not limited to payment of prevailing wage. As a material term of this grant, the Recipient must either:

- 1) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work; or
- 2) Assume that the project is a public work and ensure that:
 - Prevailing wages are paid unless and until DIR or a court of competent jurisdiction determines that the project is not a public work;
 - The project budget for labor reflects these prevailing wage requirements; and
 - The project complies with all other requirements of prevailing wage law, including but not limited to keeping accurate payroll records and complying with all working hour requirements and apprenticeship obligations.

California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when such payment is required.

c. Subcontractors and Flow-down Requirements

The Recipient will ensure that its subcontractors also comply with the public works/prevailing wage requirements above. The Recipient will ensure that all agreements with its subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. The Recipient is responsible for any failure of its subcontractors to comply with California prevailing wage and public works laws.

d. Indemnification and Breach

Any failure of the Recipient or its subcontractors to comply with the above requirements will constitute breach of this Agreement which excuses the Commission's performance of this Agreement at the Commission's option, and will be at the Recipient's sole risk. In such a case, the Commission will refuse payment to the Recipient of any amount under this award and the Commission will be released, at its option, from any further performance of this Agreement or any portion thereof. The Recipient will indemnify the Energy Commission and hold it harmless for any and all financial consequences arising out of or resulting from the failure of the Recipient and/or any of its subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

e. Budget

The Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, the Recipient may wish to contact DIR or a qualified labor attorney for guidance.

f. Covered Trades

For public works projects, the Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

g. Questions

If the Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship, or other significant requirements of California prevailing wage law, the Recipient should consult DIR and/or a qualified labor attorney before entering into this Agreement.

h. Certification

The Recipient will certify to the Energy Commission on each payment request form either that: (a) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws; or (b) the project is not a public work requiring the payment of prevailing wages. In the latter case, the Recipient will provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient will submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent this certificate, the Recipient will have no right to any funds under this Agreement, and Commission will be relieved of any obligation to pay any funds.

11. Recordkeeping, Cost Accounting, and Auditing

a. Cost Accounting

The Recipient will keep separate, complete, and correct accounting of the costs involved in completing the project and any match-funded portion of the project. The Commission or its agent will have the right to examine the Recipient's books of accounts at all reasonable times, to the extent necessary to verify the accuracy of the Recipient's reports.

b. Accounting Procedures

The Recipient's costs will be determined on the basis of its accounting system procedures and practices employed as of the effective date of this Agreement, provided that the Recipient uses generally accepted accounting principles and cost reimbursement practices. The Recipient's cost accounting practices used in accumulating and reporting costs during the performance of this Agreement will be consistent with the practices used in estimating costs for any proposal to which this Agreement relates; provided that such practices are consistent with the other terms of this Agreement and that such costs may be accumulated and reported in greater detail during performance of this Agreement.

The Recipient's accounting system will distinguish between direct and indirect costs. All costs incurred for the same purpose, in like circumstances, are either direct costs only or indirect costs only with respect to costs incurred under this Agreement.

c. Inspections, Assessment, and Studies

If selected, the Recipient must cooperate with and participate in the following:

- 1) An assessment of a funded project's greenhouse gas reductions and energy savings. This may include, but is not limited to, requests from Energy Commission staff or its delegate for data, project and equipment information, and reasonable access to the project site to assist with determining greenhouse gas reductions and energy savings attributable to the funded project. Costs associated with any activities associated with such an assessment will not be funded by a CalSHAPE Program grant.
- 2) A site inspection and verification of installation and operation of new fixtures and appliances. This may include, but is not limited to, providing Energy Commission staff or its delegates reasonable access to the funded project site to inspect and verify installation and operation. Recipient understands that any such inspection and verification by Energy Commission staff or its delegates is not a safety inspection.
- 3) A measurement and evaluation study that will be used to analyze current program performance and improve future program designs. This may include but is not limited to providing Energy Commission staff or its delegates data, project and equipment information, and reasonable access to the funded project site.

d. Audit Rights

The Recipient will maintain books, records, documents, and other evidence, based on the procedures set forth above, sufficient to reflect properly all costs claimed to have been incurred in the performance of this Agreement. The Energy Commission, another state agency, and/or a public accounting firm designated by the Energy Commission may audit the Recipient's accounting records at all reasonable times, with prior notice by the Energy Commission.

It is the intent of the parties that the audits will ordinarily be performed not more frequently than once every twelve (12) months during the performance of the work and once at any time within three (3) years after payment by the Energy Commission of the Recipient's final invoice. However, performance of any such interim audits by the Energy Commission does not preclude further audit. The Energy Commission may audit books, records, documents, and other evidence relevant to the Recipient's royalty payment obligations (see Section 21) for a period of ten (10) years after payment of the Recipient's final invoice.

The Recipient will allow the auditor(s) to access such records during normal business hours, and will allow interviews of any employees who might reasonably have information related to such records. The Recipient will include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this Agreement.

e. Refund to the Energy Commission

If the Energy Commission determines that any invoiced and paid amounts exceed the actual allowable incurred costs, the Recipient will repay the amounts to the Energy Commission within thirty (30) days of request or as otherwise agreed by the Energy Commission and the Recipient. If the Energy Commission does not receive such repayments, it will be entitled to take any actions enforce any remedies available to it, such as withholding further payments to the Recipient and seeking repayment from the Recipient.

f. Audit Cost

The Recipient will bear its cost of participating in any audit (e.g., mailing or travel expenses). The Energy Commission will bear the cost of conducting the audit unless the audit reveals an error detrimental to the Energy Commission that exceeds more than ten percent (10%) or \$5,000 (whichever is greater) of the amount audited. The Recipient will pay the refund as specified in subsection (d), and will reimburse the Energy Commission for reasonable costs and expenses incurred by the Commission in conducting the audit.

g. Match or Cost Share

If the budget includes a match share requirement, the Recipient's commitment of resources, as described in this Agreement, is a required expenditure for receipt of Energy Commission funds. The funds will be released only if the required match percentages are expended. The Recipient must maintain accounting records detailing the expenditure of the match (actual cash and in-kind, non-cash services), and report on match share expenditures on its request for payment.

12. Workers' Compensation Insurance

- a. The Recipient warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CalSHAPE Program satisfactory evidence of this insurance upon the CalSHAPE Program's request.
- b. If the Recipient is self-insured for worker's compensation, it warrants that the self-insurance is permissible under the laws of the State of California and agrees to furnish to the CalSHAPE Program satisfactory evidence of the insurance upon the CalSHAPE Program's request.

13. Permits and Clearances

The Recipient is responsible for ensuring that all necessary permits and environmental documents are prepared and that clearances are obtained from the appropriate agencies.

14. Equipment

Title to equipment acquired by the Recipient with grant funds will vest in the Recipient. The Recipient may use the equipment in the project or program for which it was acquired as long as needed, regardless of whether the project or program continues to be supported by grant funds. However, the Recipient may not sell, lease, or encumber the property (i.e., place a legal burden on the property such as a lien) during the Agreement term without Energy Commission Staff's prior written approval.

The Recipient may refer to the applicable federal regulations incorporated by reference in this Agreement for guidance regarding additional equipment requirements.

15. Stop Work

Energy Commission staff may, at any time by written notice to the Recipient, require the Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, noncompliance with the standard of performance, out of scope work, project delays, and misrepresentations.

- a. Compliance. Upon receipt of a stop work order, the Recipient must immediately take all necessary steps to comply with the order and to stop the incurrence of costs allocable to the Energy Commission.
- b. Canceling a Stop Work Order. The Recipient may resume the work only upon receipt of written instructions from Energy Commission staff.

16. Termination

a. Purpose

Because the Energy Commission is a state entity and provides funding on behalf of all California ratepayers, it must be able to terminate the Agreement upon the default of the Recipient and to proceed with the work required under the Agreement in any manner it deems proper. The Recipient agrees that upon any of the events triggering the termination of the Agreement by the Energy Commission, the Energy Commission has the right to terminate the Agreement, and it would constitute bad faith of the Recipient to interfere with the immediate termination of the Agreement by the Energy Commission.

b. With Cause

The Energy Commission may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations. The Recipient will relinquish possession of equipment purchased for this Agreement with Energy Commission funds to the Commission, or the Recipient may purchase the equipment as provided by the terms of this Agreement, with approval of the Energy Commission.

The term "for cause" includes but is not limited to the following:

- Partial or complete loss of match funds;
- Reorganization to a business entity unsatisfactory to the Energy Commission;
- Retention or hiring of subcontractors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;
- The Recipient's inability to pay its debts as they become due and/or the Recipient's default of an obligation that impacts its ability to perform under this Agreement; or
- Significant change in state or Energy Commission policy such that the work or product being funded would not be supported by the Commission.

c. Without Cause

The Energy Commission may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

17. Indemnification

To the extent allowed under California law, the Recipient will indemnify, defend, and hold harmless the state (including the Energy Commission) and state officers, agents, and employees from any and all claims and losses in connection with the performance of this Agreement.

18. Reserved

19. Reserved

20. Intellectual Property

- a. The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

“Intellectual property” means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

“Works of authorship” does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.

- b. The Energy Commission owns all products identified in the Scope of Work, with the exception of products that fall within the definition of “intellectual property.”

“Product” means any tangible item specified for delivery to the Energy Commission in the Scope of Work.

- c. Both the Energy Commission and the California Public Utilities Commission have a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce intellectual property for governmental purposes, including but not limited to providing data and reports to the California Public Utilities Commission, State legislature, and Utilities and using data for the development of future programs.

- d. Intellectual Property Indemnity

The Recipient may not, in supplying work under this Agreement, knowingly infringe or misappropriate any intellectual property right of a third party, and will take reasonable actions to avoid infringement.

To the extent allowed under California law, the Recipient will defend and indemnify the Energy Commission and the California Public Utilities Commission from and against any claim, lawsuit, or other proceeding, loss, cost, liability, or expense (including court costs and reasonable fees of attorneys and other professionals) to the extent arising out of: (i) any third party claim that a product infringes any patent, copyright, trade secret, or other intellectual property right of any third party; or (ii) any third party claim arising out of the negligent or other tortious acts or omissions by the Recipient or its employees, subcontractors, or agents in connection with or related to the products or the Recipient's performance under this Agreement.

21. Reserved

22. General Provisions

a. Governing Law

This Agreement is governed by the laws of the State of California as to interpretation and performance.

b. Independent Capacity

In the performance of this Agreement, the Recipient and its agents, subcontractors, and employees will act in an independent capacity and not as officers, employees, or agents of the State of California.

c. Assignment

This Agreement is not assignable or transferable by the Recipient either in whole or in part without the consent of the Energy Commission in the form of an amendment.

d. Timeliness

Time is of the essence in this Agreement.

e. Severability

If any provision of this Agreement is unenforceable or held to be unenforceable, all other provisions of this Agreement will remain in full force and effect.

f. Waiver

No waiver of any breach of this Agreement constitutes waiver of any other breach. All remedies in this Agreement will be taken and construed as cumulative, meaning in addition to every other remedy provided in the Agreement or by law.

g. Assurances

The Commission reserves the right to seek further written assurances from the Recipient and its team that the work under this Agreement will be performed in accordance with the terms of the Agreement.

h. Change in Business

- 1) The Recipient will promptly notify the Energy Commission of the occurrence of any of the following:
 - a) A change of address.
 - b) A change in business name or ownership.
 - c) The existence of any litigation or other legal proceeding affecting the project or Agreement.

d) The occurrence of any casualty or other loss to project personnel, equipment, or third parties.

e) Receipt of notice of any claim or potential claim against the Recipient for patent, copyright, trademark, service mark, and/or trade secret infringement that could affect the Energy Commission's rights.

2) The Recipient must provide the CalSHAPE Program with written notice of a planned change or reorganization of the type of business entity under which it does business. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. If the Energy Commission does not seek to amend this Agreement or enter into a new agreement with the changed or new entity for any reason (including that the Commission is not satisfied that the new entity can perform in the same manner as the Recipient), it may terminate this Agreement as provided in the "Termination" section.

i. Access to Sites and Records

Energy Commission and California Public Utilities Commission staff and representatives will have reasonable access to all project sites and to all records related to this Agreement.

j. Prior Dealings, Custom, or Trade Usage

These terms and conditions may not be modified or supplemented by prior dealings, custom, or trade usage.

k. Survival of Terms

Certain provisions will survive the completion or termination date of this Agreement for any reason. The provisions include but are not limited to:

- Legal Statements on Products (included in Section 5, "Products")
- Payment of Funds (Section 8)
- Recordkeeping, Cost Accounting, and Auditing (Section 11)
- Equipment (Section 14)
- Termination (Section 16)
- Indemnification (Section 17)
- Intellectual Property (Section 20)
- Change in Business (see this section)
- Access to Sites and Records (see this section)

23. *Certifications and Compliance*

a. Federal, State, and Local Laws

The Recipient must obtain all required permits and shall comply with all applicable federal, state and local laws, codes, rules, and regulations for all work performed under the Agreement.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, the Recipient and its subcontractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, or denial of family care leave. The Recipient and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The Recipient and its subcontractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full. The Recipient and its subcontractors will give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient will include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - The dangers of drug abuse in the workplace;
 - The person's or organization's policy of maintaining a drug-free workplace;
 - Any available counseling, rehabilitation, and employee assistance programs; and
 - Penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:
 - Will receive a copy of the company's drug-free policy statement; and
 - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. National Labor Relations Board Certification (Not applicable to public entities)

The Recipient, by signing this Agreement, swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Recipient within the immediately preceding two year period because of the Recipient's failure to comply with an order of a federal court that orders the Recipient to comply with an order of the National Labor Relations Board.

e. Child Support Compliance Act (Applicable to California Employers)

For any agreement in excess of \$100,000, the Recipient acknowledges that:

- 1) It recognizes the importance of child and family support obligations and will fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- 2) To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

f. Air or Water Pollution Violation

Under state laws, the Recipient will not be:

- 1) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
- 2) Subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
- 3) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

g. Americans With Disabilities Act

By signing this Agreement, the Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

24. Reserved

25. Commission Remedies for Recipient's Non-Compliance

Without limiting any of its other remedies, the Commission may, for Recipient's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, the Commission, without limiting its other remedies, is entitled to repayment of all funds paid to Recipient if the Recipient does not timely complete all tasks in the Scope of Work.

26. Definitions

- **Agreement Term** means the length of this Agreement, as specified on the Agreement signature page (form CEC-146).
- **Data** means any recorded information that relates to the project funded by the Agreement, whether created or collected before or after the Agreement's effective date.
- **Effective Date** means the date on which this Agreement is signed by the last party required to sign, provided that signature occurs after the Agreement has been approved by the Energy Commission at a business meeting or by the Executive Director or his/her designee.
- **Equipment** means products, objects, machinery, apparatus, implements, or tools that are purchased or constructed with Energy Commission funds for the project, and that have a useful life of at least one year and an acquisition unit cost of at least \$5,000. "Equipment" includes products, objects, machinery, apparatus, implements, or tools that are composed by over thirty percent (30%) of materials purchased for the project. For purposes of determining depreciated value of equipment used in the Agreement, the project will terminate at the end of the normal useful life of the equipment purchased and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of the equipment.
- **Intellectual Property** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

"Works of authorship" does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.
- **Invention** means intellectual property that is patentable.
- **Match Funds** means cash or in-kind (i.e., non-cash) contributions provided by the Recipient or a third party for a project funded by the Energy Commission. If this Agreement resulted from a solicitation, refer to the solicitation's discussion of match funding for guidelines specific to the project.

- **Materials** means the substances used to construct, or as part of, a finished object, commodity, device, article, or product and that does not meet the definition of Equipment.
- **Ownership** means exclusive possession of all rights to property, including the right to use and transfer property.
- **Product** means any tangible item specified for delivery to the Energy Commission in the Scope of Work.
- **Project** means the entire effort undertaken and planned by the Recipient and consisting of the work funded by the Energy Commission. The project may coincide with or extend beyond the Agreement term.
- **State** means the state of California and all California state agencies within it, including but not limited to commissions, boards, offices, and departments.

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
September 1, 2022

MINUTES

I. OPENING BUSINESS

I.A. CALL TO ORDER – 4:15 P.M.

1. Roll Call

President Gagnier called to order the regular meeting of the Board of Education, Thursday, September 1, 2022, at 4:15 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

None.

3. Closed Session

President Gagnier adjourned to closed session at 4:15 p.m. regarding conference with labor negotiators: A.C.T. and CSEA; public employee appointment: 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 6:00 p.m. with Bridge, Cruz, Na, Schaffer, and Gagnier present.

The Board met in closed session from 4:15 p.m. to 5:42 p.m. regarding conference with labor negotiators: A.C.T. and CSEA; public employee appointment: high school assistant principal; public employee discipline/dismissal/release; and public employee performance evaluation: Superintendent. The Board appointed Viviana Gentry as assistant principal at Chino Hills HS effective September 19, 2022 by a unanimous vote of 5-0 with Bridge, Cruz, Na, Schaffer, and Gagnier voting yes. No further action was taken that required public disclosure.

- 2. Pledge of Allegiance
Led by Maya King.

I.C. COMMENTS FROM STUDENT REPRESENTATIVE

Maya King reported that the first Student Advisory Council meeting took place on Tuesday; and announced various activities taking place throughout the schools.

I.D. COMMENTS FROM EMPLOYEE REPRESENTATIVES

Brenda Walker, A.C.T. President, spoke about educators supporting and focusing on students; spoke about the different classifications supporting students: and said educators rely on administrators for guidance and direction, and spoke about partnering with parents and guardians.

Yvette Bookout, CSEA Chapter Secretary, said on behalf of CSEA President Danny Hernandez that the association extends appreciation to all employees for getting the District ready for the start of the school year; thanked CSEA Board members for job sharing with school Board members; and said the Association feels their negotiations proposal is equitable.

Barbara Bearden, CHAMP President, thanked Dr. Enfield and the Risk Management Department for implementing the new procedure for COVID testing; spoke about successful implementation of PBIS (Positive Behavior Interventions and Supports) at school sites and award levels within the California PBIS Coalition’s System of Recognition; and closed by encouraging the community to find ways to beat the beat this week and next week.

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

The following individuals addressed the Board: Greg Killinger regarding the increase of students at Buena Vista HS and programs offered; Cindy Foisy on the effects of the lockdowns; Maia Dean announcing Youth Education Programs available through the Chino Basin Water Conservation District; and Sonja Shaw requesting a resolution to address Title IV revisions.

I.F. CHANGES AND DELETIONS

None.

II. CONSENT

Moved (Na) seconded (Bridge) carried unanimously (5-0) to approve the consent calendar, as presented. Student representative voted yes.

II.A. ADMINISTRATION

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

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

II.B. BUSINESS SERVICES

II.B.1. Warrant Register

Approved/ratified the warrant register.

II.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.

II.B.3. Fundraising Activities

Approved/ratified the fundraising activities.

II.B.4. Donations

Accepted the donations.

II.B.5. Legal Services

Approved 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

Approved/ratified 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

Approved the revision to the 2022/2023 Local Control and Accountability Plan.

II.D. FACILITIES, PLANNING, AND OPERATIONS

II.D.1. Purchase Order Register

Approved/ratified the purchase order register.

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

Approved/ratified the Agreements for Contractor/Consultant Services.

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

Approved the Notice of Completion for CUPCCAA Projects.

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

Adopted 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)

Approved 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)

Approved 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)

Approved 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

Authorized 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

Rejected the bids received for Bid 22-23-11F, Football Scoreboards and authorized staff to re-bid the project.

II.E. HUMAN RESOURCES

II.E.1. Certificated/Classified Personnel Items

Approved/ratified the certificated/classified personnel items.

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

Approved the student teaching agreement with Alliant International University.

III. INFORMATION

Cindy Foisy addressed the Board on items 1 through 5.

III.A. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT**III.A.1. Revision of Board Policy and Administrative Regulation 5125.1 Students—Release of Directory Information**

Received 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

Received 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

Received 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

Received 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

Received for information the revision of Board Policy 5145.9 Students—Hate-Motivated Behavior.

IV. COMMUNICATIONS**BOARD MEMBERS AND SUPERINTENDENT**

Joe Schaffer made no comments.

Don Bridge said it was a pleasure attending Hidden Trails ES's Dual Language Immersion program ribbon cutting ceremony; said he job shared in the Technology Department and was impressed with the job they do with the amount of work that needs to be done; spoke about the heat wave and said he was going to find out how schools in Phoenix run their football games during intense heat; and wish everyone an enjoyable Labor Day holiday weekend.

Andrew Cruz said he agrees with the speaker who spoke about the needs at Buena Vista HS; spoke about how good running makes him feel; shared data from European sources regarding COVID deaths among children and those triple vaccinated; shared anonymous fax communications that the Board has received regarding COVID testing/tracking and sexual orientation/gender identity topics discussed in the classroom; spoke about the passing of AB 2098; spoke about the votes on past actions/resolutions that occurred over the past years during the pandemic; and beseeched parents to do research regarding candidates for the upcoming school Board elections.

James Na thanked the Buena Vista HS teacher for bringing his concerns to the Board; said he supports looking into an extended school year to support students at Buena Vista HS; commended Maya King’s mom for supporting her daughter; and said he agrees with speaker Sonja Shaw opposing Title IV revisions.

Superintendent Enfield made no comments.

President Gagnier announced Chino Valley Chamber of Commerce events: Pitch Competition and Kids Entrepreneur Fair at the Shoppes in Chino Hills scheduled for November 5, 2022; and extended Labor Day weekend wishes.

V. ADJOURNMENT

President Gagnier adjourned the regular meeting of the Board of Education at 6:49 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 15, 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

=====

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

\$6,285,367.37 to all District funding sources.

NE:SHC:LP:if

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 15, 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**

=====

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 15, 2022**

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

School

Organization

Walnut ES

PFA

Ayala HS
Ayala HS

Grad Night '23
PTSA

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: September 15, 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

=====

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 15, 2022

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Cortez ES</u>		
PFA	Cookie Dough	10/4/22 - 10/17/22
PFA	Kona Ice	10/21/22
PFA	6th Grade Lawn Signs	1/4/23 - 4/26/23
<u>Glenmeade ES</u>		
PTA	Think n Local	9/30/22 - 10/23/22
PTA	Fall Family Fun Night	10/14/22
<u>Hidden Trails ES</u>		
PTA	Movie Night Snack Sales	9/16/22
PTA	Panda Express Dine Out	9/21/22
<u>Marshall ES</u>		
PTO	Scholastic Book Fair	10/3/22 - 10/7/22
PTO	World's Finest Chocolate	10/10/22 - 11/18/22
PTO	Scholastic Book Fair	1/30/23 - 2/3/23
<u>Walnut ES</u>		
PFA	Membership Drive	9/16/22 - 10/17/22
PFA	Kona Ice	9/19/22 - 10/31/22
PFA	Amazon Smile	10/3/22 - 5/1/23
PFA	Student Store	10/3/22 - 5/1/23
<u>Briggs K-8</u>		
PFA	Panda Express Dine Out (RATIFY)	8/17/22
PFA	Charleston Wrap (RATIFY)	8/22/22 - 9/5/22
PFA	Literati Book Fair	9/19/22 - 9/23/22
<u>Cal Aero K-8</u>		
ASB - General	Fall Grams	10/3/22 - 11/4/22
ASB - General	Valentine Grams	1/30/23 - 2/24/23
<u>Canyon Hills JHS</u>		
PTSA	BJ's Family Dine Out	9/20/22

CHINO VALLEY UNIFIED SCHOOL DISTRICT
September 15, 2022

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Townsend JHS</u>		
ASB - General	Step It Up!	10/27/22 - 11/18/22
<u>Ayala HS</u>		
Choral Boosters	Angels Baseball Game	9/16/22 - 9/30/22
Choral Boosters	Sinfully Sweet Apples	9/16/22 - 10/15/22
Choral Boosters	Monthly Dine Outs	9/16/22 - 5/1/23
Band & Color Guard Boosters	Senior Banners	9/16/22 - 5/15/23
PTSA	Membership Drive	9/16/22 - 5/27/23
Grad Night '23 Boosters	Clothing Drive	9/16/22 - 5/27/23
Grad Night '23 Boosters	Monthly Dine Outs	9/16/22 - 5/27/23
Grad Night '23 Boosters	Stussy Clothing Drive	9/16/22 - 5/27/23
ASB - Boys' Basketball	Shoot-A-Thon	9/23/22 - 10/22/22
ASB - Boys' Basketball	Advertisement Banner Sales	9/27/22 - 10/31/22
ASB - FCCLA Club	Snow Cone Sales	9/28/22
ASB - Find Kind Club	Ding Tea	9/28/22
Choral Boosters	Mass Blast Email	10/1/22 - 10/31/22
ASB - Dance Production	See's Candies	10/1/22 - 11/18/22
Band & Color Guard Boosters	Music in Motion Recycling Collection	10/8/22
Band & Color Guard Boosters	Music in Motion Vendor Space Sales	10/8/22
ASB - Dance Production	Think n Local	10/17/22 - 11/14/22
Choral Boosters	Madrigal Feaste Concert Tickets	11/1/22 - 12/3/22
Choral Boosters	Poinsettia Sales	11/15/22 - 12/15/22
ASB - Dance Production	Fall Dance Concert Concessions	11/18/22
ASB - Dance Production	Fall Dance Concert Tickets	11/18/22
ASB - Dance Production	Jr. Dance Days	12/9/22 - 12/10/22
Choral Boosters	Benefit Concert	2/1/23 - 2/25/23
Choral Boosters	Mass Blast Email	2/1/23 - 2/28/23
Choral Boosters	See's Candies	3/1/23 - 3/31/23
Choral Boosters	Candlelight Concerts	4/12/23 - 5/12/23
<u>Chino HS</u>		
Sports Boosters	Cannataro's Family Dine Out	9/19/22
Basketball Boosters	Shakey's Pizza	9/30/22
Sports Boosters	Red Robin Family Dine Out	10/3/22
Sports Boosters	Raising Cane's Family Dine Out	10/5/22
Sports Boosters	Chipotle Family Dine Out	10/19/22
Sports Boosters	Los Portales Family Dine Out	11/14/22

CHINO VALLEY UNIFIED SCHOOL DISTRICT
September 15, 2022

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Chino Hills HS</u>		
General Boosters - Aquatics	Family Donation Fundraiser	9/16/22 - 9/30/22
General Boosters - Softball	Think n Local	9/16/22 - 10/9/22
ASB - Cross Country	Snap! Raise	9/16/22 - 10/21/22
ASB - Girls' Tennis	Online Donations	9/16/22 - 10/31/22
General Boosters - Aquatics	Think n Local	9/23/22 - 10/16/22
Music Boosters	CocoMooMoo Family Day	9/24/22
General Boosters - Aquatics	Snack Bar	9/28/22 - 10/28/22
ASB - Theater	Snap! Raise	10/1/22 - 11/1/22
ASB - Girls' Soccer	Snap! Raise	11/15/22 - 12/15/22
<u>Don Lugo HS</u>		
Performing Arts Boosters	Pura Vida Spirit Bracelets	9/16/22 - 4/30/23
ASB - Athletics	Online Blast	9/16/22 - 5/31/23
Grad Night Boosters	Panda Express	9/28/22
ASB - Class of '26	Candy Grams	10/1/22 - 5/24/23
ASB - FFA	Fall Festival	10/21/22
Performing Arts Boosters	Holiday Candy Apples	11/1/22 - 1/4/23
Grad Night Boosters	Hamburger Mary's	11/17/22
ASB - Theater	Holiday Cards	12/1/22 - 12/15/22

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 15, 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 15, 2022

<u>DEPARTMENT/SITE</u> <u>DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE</u> <u>VALUE</u>
Curriculum & Instruction <u>Elementary</u>		
Frosty's Forest	154 Certificates (Admission & Tickets)	\$5,390.00
<u>Eagle Canyon ES</u>		
Eagle Canyon PTA	Cash	\$195.00

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Our Motto:
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DATE: September 15, 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	-	\$27,594.44	\$27,594.44
Margaret A. Chidester & Associates	-	-	\$21,516.50
Tao Rossini, APC	-	-	\$ 435.00
Fagen, Friedman & Fulfroost	-	-	-
	Total	\$27,594.44	\$49,545.94

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

RECOMMENDATION

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

FISCAL IMPACT

\$27,594.44 to the General Fund.

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: September 15, 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: RESOLUTION 2022/2023-13, ACTUAL GANN LIMIT FOR 2021/2022
AND ESTIMATED GANN LIMIT FOR 2022/2023**

=====

BACKGROUND

In November 1979, California voters approved Proposition 4, an initiative that added Article XIII B to the California Constitution. This constitutional amendment, known as the Gann Limit, placed limits on the growth of expenditures for publicly funded agencies, including school districts. The law further specified the process for calculating State and local government appropriation limits and appropriations subject to limitation under Article XIII B of the Constitution.

Based on the prescribed calculation formula, the District’s actual appropriation limit for 2021/2022 is \$171,702,548.00. The District’s estimated appropriation limit for 2022/2023 is \$189,541,276.00.

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2022/2023-13, Actual Gann Limit for 2021/2022 in the amount of \$171,702,548.00 and Estimated Gann Limit for 2022/2023 in the amount of \$189,541,276.00.

FISCAL IMPACT

None.

NE:SHC:LP:if

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Resolution 2022/2023-13
Actual Gann Limit for 2021/2022 and
Estimated Gann Limit for 2022/2023

WHEREAS, Article XIII B of the California Constitution, as approved by the voters in November 1979, requires the establishment of appropriation limits on “proceeds of taxes” revenues for public agencies, including school districts, beginning with the 1980/1981 fiscal year; and

WHEREAS, each district is required to determine and adopt such actual appropriation limits, as calculated on forms supplied by the State of California, for the 2021/2022 fiscal year, as a legislative act; and

WHEREAS, each district is required to determine and adopt such estimated appropriation limits, as calculated on forms supplied by the State of California, for the 2022/2023 fiscal year, as a legislative act; and

WHEREAS, this school district’s appropriation limit has been calculated in accordance with Article XIII B of the State Constitution and Division 9 of Title 1 of the Government Code.

BE IT THEREFORE RESOLVED, as a legislative act of this Board of Education, that for the purposes of Article XIII B, there is hereby established this district’s actual “appropriation limit” of \$171,702,548.00 for the 2021/2022 fiscal year.

BE IT FURTHER RESOLVED, as a legislative act of this Board of Education, that for the purposes of Article XIII B, there is hereby established this district’s estimated “appropriation limit” of \$189,541,276.00 for the 2022/2023 fiscal year.

BE IT FURTHER RESOLVED, that the appropriation subject to limitation in the 2021/2022 fiscal year budget of this school district does not exceed this appropriation limit.

APPROVED, PASSED, AND ADOPTED the 15th day of September 2022 by the Board of Education of the Chino Valley Unified School District of San Bernardino County 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.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 15, 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: Cattle ES Event: Outdoor Science Camp Place: Lake Arrowhead, CA Chaperone: 80 students/8 chaperones	March 13-17, 2023	Cost: \$355.00 per student Funding Source: Parents and fundraising
Site: Rhodes ES Event: Science Camp Place: Crestline, CA Chaperone: 120 students/12 chaperones	October 24-28, 2022	Cost: \$396.00 per student Funding Source: Parents

Site: Ayala HS Event: San Clemente Rainbow/Sandals Girls Golf Invitational Place: San Clemente, CA Chaperone: 6 students/2 chaperones	September 18-19, 2022	Cost: \$200.00 per student Funding Source: Fundraising
Site: Ayala HS Event: Clovis Invitational Place: Fresno, CA Chaperone: 30 students/3 chaperones	October 7-8, 2022	Cost: \$200.00 per student Funding Source: Parents
Site: Ayala HS Event: California High School State Cross Country Championships Place: Fresno, CA Chaperone: 20 students/3 chaperones	November 25-26, 2022	Cost: \$100.00 per student Funding Source: Fundraising
Site: Don Lugo HS Event: National Future Farmers of America Delegate Training Place: Galt, CA Chaperone: 1 students/1 chaperone	September 20, 2022	Cost: \$200.00 per student Funding Source: Parents

FISCAL IMPACT

None.

NE:LF:gks

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: September 15, 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
Stacy Ayers-Escarcega, Ed.D., Director, Access & Equity
SUBJECT: REVISION OF BOARD POLICY 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 5125.1 Students – Release of Directory Information is 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. This item was presented to the Board of Education on September 1, 2022, as information.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the revision of Board Policy 5125.1 Students – Release of Directory Information.

FISCAL IMPACT

None.

NE:LF:SJ: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:

WEBSITES

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

Chino Valley Unified School District

Policy adopted: January 23, 1997

Revised: August 15, 2002

Revised: February 5, 2009

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 15, 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 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 5145.13 Students – Response to Immigration Enforcement has been created to reflect new and updated policies and current District practice.

New Board Policy 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. The District is mandated to adopt policy consistent with the California Attorney General’s model policy pursuant to Education Code 234.7. This item was presented to the Board of Education on September 1, 2022, as information.

New language is provided in UPPER CASE.

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

RECOMMENDATION

It is recommended the Board of Education approve new Board Policy 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:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 15, 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 5145.7 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 5145.7 Students – Sexual Harassment is 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. This item was presented to the Board of Education on September 1, 2022, as information.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the revision of Board Policy 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, ~~T~~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:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 15, 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. This item was presented to the Board of Education on September 1, 2022, as information.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the revision of Board Policy 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 SStaff 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:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 15, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: BALDY VIEW REGIONAL OCCUPATIONAL PROGRAM 2022/2023 DISTRICT OPERATED PROGRAM CONTRACT

=====

BACKGROUND

On a yearly basis, the Chino Valley Unified School District enters into a program contract with the Baldy View Regional Occupation Program (BVROP) for the purpose of establishing and maintaining District operated regional occupational programs at various locations within the District. General services are outlined in the contract and specific program services are stipulated in Appendix A, B, and C of the contract.

This contract was approved by the BVROP Commission on September 14, 2022.

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

RECOMMENDATION

It is recommended the Board of Education approve the Baldy View Regional Occupational Program 2022/2023 District Operated Program Contract.

FISCAL IMPACT

Increase to \$54,853.35 to General Fund

NE:GP:LF:JR:wrg

BALDY VIEW REGIONAL OCCUPATIONAL PROGRAM

2022-23 DISTRICT-OPERATED PROGRAM CONTRACT – CHINO VALLEY USD

This Agreement is entered into this 1st day of July 2022 by and between Baldy View Regional Occupational Program, hereinafter called "BVROP.", and Chino Valley Unified School District hereinafter called the "District".

WITNESSETH:

WHEREAS, pursuant to Education Code Section 52300 et seq., BVROP is authorized to establish and maintain Regional Occupational Program activities at various locations within the Chaffey Joint Union High School District, Chino Valley Unified School District, Claremont Unified School District, and Upland Unified School District, and

WHEREAS, the programs shown in Appendix "A" will be of benefit to the people of this region; and

WHEREAS, the District wishes to cooperate with BVROP in establishing and maintaining said program;

NOW, THEREFORE, the District and BVROP agree as follows:

The District shall:

1. Submit to BVROP the estimated Average Daily Attendance (ADA) for each class.
2. Maintain and submit to BVROP upon request a listing of BVROP equipment available in each class.
3. Administer, supervise, and evaluate the classes based on BVROP established standards.

4. With the assistance of BVR OP, recruit and enroll students.
5. Provide properly credentialed and qualified employees for each class in accordance with Education Code and Title V.
6. In collaboration with BVR OP, share responsibility for providing facilities, equipment, and instructional supplies for each class based on BVR OP established standards.
7. Recruit employers to serve on subject area advisory committees and/or career path employer panels.
8. Provide services, including purchasing, utilities, custodial, and maintenance, at no cost to BVR OP.
9. Confine expenditure of all funds received through this agreement to support BVR OP programs within the District.
10. Certify that the activities included within this Agreement are in compliance with Section 11507 of the California State Administrative Code, Title V.
11. Submit reports and information as requested by BVR OP to include:
 - a. Attendance reports
 - b. Student progress reports and evaluation data on programs
 - c. Verification of staff qualifications
 - d. All reports required by the County of San Bernardino and the State of California
 - e. Certification that all obligations of the District provided within the terms of this agreement, have been complied with.
12. Take out and maintain during the life of this Agreement such public liability

and property damage insurance as will protect this District, its officers, agents, and employees from any and all claims arising out of or in any manner connected with the performance and operation of the terms of this Agreement, including claims and liability for death, injury, loss of property and shall furnish BVROP with a certificate of such insurance. The certificate shall provide that BVROP shall receive thirty (30) days advance written notification of changes made to the insurance or cancellation of the insurance provided. Public Liability Insurance shall be in the amount of \$1,000,000 per occurrence combined single limit and property damage insurance shall be in an amount not less than \$10,000. The policies shall be written by a reliable insurance carrier authorized to do such public liability and property damage insurance business in the State of California and shall name BVROP as an added insured.

13. Obtain and maintain, at the expense of the District, all Workers' Compensation Insurance required by law for employees in the operation of this program, including coverage for students that qualify, if any.

BVROP shall:

1. Allocate to the District, ADA based upon the district-operated program ADA Distribution Calculation.
2. Provide payment to each partnering school district at eighty percent (80%) of the BVROP revenue limit for District Operated Program (DOP) course offerings up to the DOP ADA cap within sixty (60) calendar days of receipt of said funds.

3. Receive, compile, and submit ADA information for each class.
4. Provide appropriate staff for program monitoring activities.
5. Enter into contracts essential to the operation of each program, including transportation for students.
6. Provide promotional support, materials/activities; i.e., course catalogs, brochures, and class schedules.
7. Provide necessary forms to be submitted by the District for reports required by BVROP.
8. Coordinate and convene subject area Advisory Committees and/or career path employer panels for each program.

District Operated Classes Above ADA Distribution Calculation:

1. If the District and BVROP mutually agree to additional BVROP classes to be offered above the ADA Distribution Calculation, the District will reimburse BVROP for the cost of the additional class(es).
2. BVROP will reimburse the District at the rate of eighty percent (80%) of the BVROP revenue limit.
3. All of the provisions of this agreement apply to additional class(es).
4. Any DOP class that is funded by the District above the ADA Distribution Calculation is not subject to the ratio of twenty-five percent (25%) DOP/ seventy-five percent (75%) BVROP of total high school course offerings.

General Provisions:

1. Classes will be conducted in a facility leased, owned, or rented by the District and other facilities as the District and R.O.P. may mutually approve.

2. All equipment acquired in connection with this activity, unless otherwise specified by agreement, is the property of the District, which has the responsibility for approval of its location and utilization.
3. Teachers hired by the District to teach BVROP classes shall abide by the teacher standards (See Appendix B) and accepted practices of BVROP to the extent that it is not prohibited by the District's local collective bargaining agreements.
4. Any equipment owned by BVROP used in a district-operated program, remains the property of BVROP, and may be used by the District for this program or other career technical education programs the District may decide to operate. The costs of maintaining the equipment used is the responsibility of the District.
5. This Agreement will be reviewed annually by both parties prior to the end of the current contract year. No part of this contract or appendices may supersede or violate any portion of a District's collective bargaining agreement with any employee association or staff member.
6. Should a district-operated class fall below the minimum standards established by BVROP, it would be subject to termination.
7. This Agreement may be terminated by mutual agreement of District and BVROP at any time.
8. Indemnity District agrees to indemnify and hold harmless from and against any and all claims for injuries or damages to students, the public, or to property, which occur in or upon the property or its improvements provided

that such injuries or damages are the results of the negligence or misconduct of the District, officers, employees, agents, or representatives or the dangerous condition of district property.

BVROP agrees to indemnify and hold District harmless from and against any and all claims for injuries or damages to students, the public, or to property, which occur in or upon the property or its improvements provided that such injuries or damages are the results of the negligence or misconduct of BVROP, its officers, employees, agents, or representatives or the dangerous condition of BVROP property.

9. This Agreement shall become effective July 1, 2022, and terminate on June 30, 2023.

CHINO VALLEY UNIFIED
SCHOOL DISTRICT

BALDY VIEW REGIONAL
OCCUPATIONAL PROGRAM

By _____

By _____

Title _____

Title Superintendent

Board Authorization On:

Commission Authorization On:

Date _____

Date _____

APPENDIX A

CHINO VALLEY UNIFIED SCHOOL DISTRICT 2022-2023 Track Changes

2021/2022	CREDIT ALLOCATION TOTAL:	320	310
2021/2022	CREDIT UTILIZATION TOTAL:	320	310

2021-2022 Spring; Ayala High School *Closed 1 section of Combo: 3D Game Animation/3D Game Animation 2 Due to teacher shortage for this position, transitioned to DOP. (-5 Credits/Spring)*

2020-2021 Fall/Spring; Chino Hills High School *Added Emergency Medical Responder (+5 Credits/Fall, +5 Credits/Spring) Per DRC Request.*

AFTER SCHOOL ROP CLASSES			
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HIGH SCHOOL	CLASS TITLE	FALL	SPRING
BUENA VISTA			
	Combo: Retail Marketing, Retail Marketing 2	15	15

CHINO HILLS HIGH SCHOOL			
	Combo: Business Management, Business Management 2	15	15
	Sports Medicine CTWEE	10	10

	FALL	SPRING
2022/2023	15	15

2022-2023 Fall/Spring; Chino Hills High School *Closed Combo: Business Management / Business Management Due to Low Enrollment. (-15 Credits/Fall, -15 Credits/Spring)*

2022-2023 Fall/Spring; Chino Hills High School *Closed Sports Medicine CTWEE Due to Low Enrollment. (-10 Credits/Fall, -10 Credits/Spring) Added Embedded Capstone Sports Medicine 2 at Ayala, Chino High, Chino Hills, and Don Lugo*

	FALL	SPRING
2021/2022	40	40
2021/2022	40	40

*New/Additional classes offered for the 2022/2023 School Year are denoted in green.
Closed Classes are denoted in red.*

APPENDIX A

CHINO VALLEY UNIFIED SCHOOL DISTRICT 2022-2023 Track Changes

DOP CLASSES			
HIGH SCHOOL	CLASS TITLE	FALL	SPRING
AYALA HIGH SCHOOL			
	Combo: 3D Game Animation/ 3D Game Animation 2	(5)	(5)
CHINO HIGH SCHOOL			
	Computer Applications	5	5
	Food and Hospitality Services	5	5
		FALL	SPRING
2022/2023	CREDIT ALLOCATION TOTAL:	10	10
<i>2022-2023 Fall/Spring; Ayala High School</i>		<i>Deleted zero period section Combo: 3D Game Animation/ 3D Game Animation 2 (+5 Credits Fall/ +5 Credits Spring) Per DRC</i>	
		FALL	SPRING
2021/2022	CREDIT ALLOCATION TOTAL:	10	10
2021/2022	CREDIT UTILIZATION TOTAL:	10	10

*New/Additional classes offered for the 2022/2023 School Year are denoted in green.
Closed Classes are denoted in red.*

BALDY VIEW REGIONAL OCCUPATIONAL PROGRAM

DISTRICT OPERATED PROGRAM CONTRACT APPENDIX B

TEACHER STANDARDS

These standards are required of all BVROP teachers beyond the actual classroom teaching requirements.

1. Adheres to established BVROP rules and regulations, including California Standards for the Teaching Profession.
2. Provide properly credentialed and qualified employees for each class in accordance with Education Code and Title V.
3. Performs duties as designated in the BVROP teacher's job description.
4. Maintains currency in the subject matter curriculum:
 - Active contact and working relationship with business and industry contacts
 - Job shadowing
 - Employment/work place learning
 - Community classroom/CVE supervision
 - Guest speakers
 - Field trips
 - Use of computer and current technology skills as related to occupational field
5. Participates in advisory meetings/employer panels:
 - Preplanning meeting(s)
 - Recruit business and industry members
 - Attend meeting(s)

District Operated Program Contract
Appendix B
Page - 2 -

6. Participates in current teaching strategies training:
 - Effective Teaching Strategies
 - District Inservice
 - Other
7. Attends BVROP scheduled meetings:
 - Teachers Meetings (6 per year)
 - Subject area curriculum specific meetings
 - Articulation/Curriculum meetings
 - New teacher orientation
8. Promotes and encourages enrollment:
 - Career fair(s)
 - Flyers/promotional materials
 - Guest speaker in related classes
 - Career center presentations
9. Complies with all required BVROP program and student documentation:
 - Completed accurately/legibly
 - Adherence with established time lines
10. Maintains open communication with:
 - Students, Parents, Counselors, Career Technicians, District Representative, BVROP Administration/Office Staff
 - Professional/Student Organizations

BALDY VIEW REGIONAL OCCUPATIONAL PROGRAM
 2022/23 SCHEDULE OF CAP ADA
 DISTRICT OPERATED PROGRAM (DOP) 2022-23
 APPENDIX C

Per Base MOU, CAP ADA for 2022/23 will be based on actual ADA average of 2019/20 and 2020/21. COLA is 6.56% in 2022/23 and is applied to the 2021/22 Base Revenue Limit of \$4,095.84 resulting in the 2022/23 Base Revenue Limit of \$4,364.53.

	CHAFFEY	CHINO	CLAREMONT	UPLAND	TOTAL
BASE = 80% OF 4,364.53: \$3,419.62					
3,491.62 per 2-year averaged ADA	422.39 *	15.71	16.36	11.75	466.21
TOTAL 2021/22 DISTRICT OPERATED PROGRAM:	1,474,825.37	54,853.35	57,122.90	41,026.54	1,627,828.16

DOP = ADA ATTRIBUTED TO THE DISTRICT PROVIDING CLASS(ES) TAUGHT BY DISTRICT TEACHER(S)

NOTE: This is a budgetary figure. At year end, DOP ADA is reconciled to reflect payment of Actual ADA or CAP ADA, whichever is lowest, unless it is a "hold harmless" year.

SCHEDULE OF MONTHLY PAYMENTS

	1,474,825.37	54,853.35	57,122.90	41,026.54	1,627,828.16
JULY	122,902.11	4,571.11	4,760.24	3,418.88	135,652.35
AUGUST	122,902.11	4,571.11	4,760.24	3,418.88	135,652.35
SEPTEMBER	122,902.11	4,571.11	4,760.24	3,418.88	135,652.35
OCTOBER	122,902.11	4,571.11	4,760.24	3,418.88	135,652.35
NOVEMBER	122,902.11	4,571.11	4,760.24	3,418.88	135,652.35
DECEMBER	122,902.11	4,571.11	4,760.24	3,418.88	135,652.35
JANUARY	122,902.11	4,571.11	4,760.24	3,418.88	135,652.35
FEBRUARY	122,902.11	4,571.11	4,760.24	3,418.88	135,652.35
MARCH	122,902.11	4,571.11	4,760.24	3,418.88	135,652.35
APRIL	122,902.11	4,571.11	4,760.24	3,418.88	135,652.35
MAY	122,902.11	4,571.11	4,760.24	3,418.88	135,652.35
JUNE	122,902.11	4,571.11	4,760.24	3,418.88	135,652.35
	1,474,825.37	54,853.35	57,122.90	41,026.54	1,627,828.16

* Includes DOP ADA generated by Cosmetology Program with San Antonio ROP (SAROP)

Payments to SAROP for Chaffey DOP Portion will be deducted from DOP payments to Chaffey.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 15, 2022
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Grace Park, Ed.D., Associate Superintendent, Curriculum, Instruction, Innovation, and Support
Julian Rodriguez Ed.D., Director, Secondary Curriculum and Instruction
SUBJECT: BALDY VIEW REGIONAL OCCUPATIONAL PROGRAM 2022/2023 CONTRACT FOR SERVICES AND PARTICIPATION INCENTIVE

=====

BACKGROUND

On a yearly basis, the Chino Valley Unified School District enters into a “Contract for District Services and Participation Incentive” with the Baldy View Regional Occupation Program (BVROP). The contract stipulates that the District shall provide facilities, personnel, and expertise to perform certain services for the BVROP. In return for these services, BVROP pays the District an annual participation incentive described in the contract and for specific services as shown in Appendix A, B, and C of the contract. These funds are to be used specifically in support of BVROP programs and activities.

This contract was approved by the BVROP Commission on September 14, 2022.

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

RECOMMENDATION

It is recommended the Board of Education approve the Baldy View Regional Occupational Program 2022/2023 Contract for Services and Participation Incentive.

FISCAL IMPACT

Increase to \$59,685.03 to General Fund

NE:GP:LF:JR:wrg

BALDY VIEW REGIONAL OCCUPATIONAL PROGRAM

2022-23 CONTRACT FOR SERVICES AND PARTICIPATION INCENTIVE

CHINO VALLEY UNIFIED SCHOOL DISTRICT

This Agreement is made by and between Chino Valley Unified School District, hereinafter referred to as "District", and Baldy View Regional Occupational Program; hereinafter referred to as "BVROP"

WITNESSETH:

WHEREAS, BVROP desires to utilize special services referred to as "District Services"; and

WHEREAS, Chino Valley Unified School District has the facilities, personnel, and expertise to perform certain services for BVROP, and the District is willing to make these services available for the period beginning July 1, 2022, and ending June 30, 2023.

WHEREAS, BVROP has the facilities, personnel, and expertise to perform career technical education programs for the District at the career training center, and BVROP is willing to make these services available for the period beginning July 1, 2022, and ending June 30, 2023.

THEREFORE, it is understood that the aforementioned services shall be subject to the terms and conditions hereinafter set forth:

1. District Services. (See Appendix A)
2. District Representatives. The District, at no cost to BVROP, shall appoint an individual to represent the District in all matters pertaining to BVROP except those specifically reserved for the Commission and Superintendents. This individual shall serve on the BVROP District Representatives Council (DRC) and shall be

responsible to participate in BVROP Course Performance Reviews, teacher's meetings, career technician meetings, and other related meetings.

3. In the event the scheduled BVROP teacher assigned to teach on a district campus is absent and a district substitute is obtained through the host district's personnel office, the District will invoice BVROP for the actual BVROP costs and will be reimbursed accordingly. BVROP teachers are to follow the District procedure to obtain a substitute.
4. Career Center. The District, at no cost to BVROP, shall maintain a career center at each of the following locations:

Ayala, Boys Republic, Buena Vista, Chino, Chino Hills, and Don Lugo
High Schools

- a. These services will be operated according to terms listed in Appendix A and Appendix B. At times other than the regular school year, BVROP information concerning programs and enrollment procedures will be available.
- b. The District agrees to assign a person to operate the career center for a minimum of three (3) hours each school day and assist BVROP in recruitment, enrollment, and other duties pertaining to BVROP students. The career center shall be accessible to students on all scheduled student days during the regular school year. The career center will be evaluated annually on the basis of standards congruent with Appendix B.

- c. The District agrees to allow the career technician to attend six (6) BVROP meetings each year as designated by BVROP and approved by the District Representative. The District also agrees to release any newly assigned career technician up to three additional duty days for orientation and in service.
 - d. The District agrees to permit BVROP usage of the District logo on the BVROP website, newsletters, advertisements, and promotional materials to acknowledge the partnership, as appropriate.
- 5. Participation Incentive. BVROP agrees to pay District an annual participation incentive. The participation incentive is based on a Per Unit Value (PUV) established per the Memorandum of Understanding (MOU) as identified in the Joint Powers Agreement (JPA) multiplied by the ADA generated during the previous year by each participating district's student attendance. BVROP will provide payment of the participation incentive by September 30 of the fiscal year, providing that District submits all attendance by July 31.
- 6. BVROP Operated Classes Above the "Base" ADA Cap:
 - a. If the District and BVROP mutually agree to additional BVROP classes to be offered above the ADA cap, the District will reimburse BVROP for the cost of the additional class(es) based on the minimum enrollment of twenty-five (25) students at a comprehensive school site and fifteen (15) students at a continuation or alternative school site.

- b. Any BVROP class that is funded by the District above the ADA cap is not subject to the ratio of twenty-five percent (25%) DOP/seventy-five percent (75%) ROP of total high school course offerings.
- c. If two (2) or more Districts agree to additional BVROP classes above the base ADA cap, those Districts will enter into an agreement delineating the number of student units each District guarantees to meet the minimum enrollment requirements.
- d. The District(s) agree(s) to a two-year commitment in order to allow time for the program to establish a student interest base.
- e. To assist member Districts with costs while interest builds in a new course BVROP may waive a portion of “upstart” costs for the first two years if the base ADA cap is being met. I.e., new class starts, member District(s) to pay BVROP assuming 25 students. 20 students enroll, BVROP may waive revenue expectations for the other 5 students for up to 2 years.

7. Exchange of Class Offerings:

- a. An exchange of class offering can be requested by the District or BVROP through the DRC.
 - i. BVROP staff will provide DRC with an analysis of current participants’ home schools.
- b. If a District and BVROP mutually agree to exchange a BVROP class

offered outside the regular school day, the following conditions will apply:

- i. If the exchange of class offerings results in lower ADA attainment than the previous class, the partnering District(s) agrees to maintain a minimum enrollment of twenty-five (25) students at a comprehensive school site and fifteen (15) students at a continuation or alternative school site.
- ii. Each participating school district may exchange a class offering(s) on its school sites for another class offering of the same total instructional hours within the confines of:
 - a. BVROP class cannot be exchanged for a DOP class;
 - b. The DOP cap ADA allocation per participating school the district must be adhered to unless circumstances warrant re-benching;
 - c. The ratio of twenty-five percent (25%) DOP/seventy-five percent (75%) ROP of total high school course offerings must be maintained.

8. Reduction of Classes:

- a. **BVROP classes:** Written notification of the class reductions must be made to the BVROP Superintendent by February 1 during the fiscal year preceding the fiscal year in which the reductions will be implemented.
- b. **DOP classes:** Written notification of the class reductions must be made to

the BVROP Superintendent by February 1 during the fiscal year preceding the fiscal year in which the reductions will be implemented.

- i. If the school district's DOP ADA is returned to BVROP and the other participating districts, that district, at a later date, may request the return of the DOP ADA through written notification to the BVROP Superintendent. The BVROP Superintendent will analyze the ADA allocated within BVROP and make every effort to accommodate the request under the following conditions:
 - a. No harm shall occur to another participating district's DOP program or limit access to BVROP students.
 - b. The return of the DOP program(s) cannot cause the BVROP ratio to exceed twenty-five percent (25%) of the total base ADA cap.

9. Indemnity: District agrees to indemnify and hold BVROP harmless from and against any and all claims for injuries or damages to students, the public, or property, which occur in or upon the property or its improvements provided that such injuries or damages are the result of the negligence or misconduct of the District, its officers, employees, agents, or representatives or the dangerous condition of District property.

BVROP agrees to indemnify and hold District harmless from and against any and all claims for injuries or damages to students, the public, or to property, which occur in or upon the property or its improvements provided that such injuries or damages

are the result of the negligence or misconduct of the BVROP, its officers, employees, agents, or representatives or the dangerous condition of BVROP property.

10. Annual Review. This Agreement will be reviewed annually by both parties prior to the end of the current contract year.

No part of this contract or appendices may supersede or violate any portion of a District's collective bargaining agreement with any employee association or staff member.

11. Termination. This Agreement may be terminated by either the District or BVROP Upon mutual consent by serving 30 days written notice of such intention to terminate on the other party. The District will receive the final participation incentive payment from BVROP based on submitted ADA.
12. Certification. The District agrees to certify by September 1, 2021, that all obligations of the District, provided within the terms of this agreement, have been complied with.

EXECUTED this ____ day of _____, at Ontario, California.

CHINO VALLEY UNIFIED

BALDY VIEW REGIONAL

7

SCHOOL DISTRICT

OCCUPATIONAL PROGRAM

By _____

By _____

Title _____

Title Superintendent

Board Authorization On:

Commission Authorization On:

Date _____

Date _____

BALDY VIEW REGIONAL OCCUPATIONAL PROGRAM

CONTRACT FOR DISTRICT SERVICES

APPENDIX A

The District shall provide services and facilities to the Baldy View R.O.P. within the following categories:

A. ADMINISTRATIVE SERVICES

1. District Representative Services
 - a. Provides district liaison to BVROP as outlined in the body of the contract.
2. Business/Personnel Offices Services
 - a. Provides personnel services
 - b. Maintains District payroll account
 - c. Processes purchase orders and related contracts
 - d. Maintains a clear audit trail
 - e. Maintains warehouse as needed
 - f. Maintains and reports inventory
 - g. Provides and reviews related billings
 - h. Prepares annual report of expenditures
3. Student Information Services
 - a. Maintains student data records
 - b. Maintains course offerings
 - c. Maintains current enrollment records
 - d. Prepares documents and communications as necessary

B. PROGRAM AND STUDENT SERVICES

1. Provide, maintain, equip, supply, and staff a career center at each regular and continuation high school each day of the regular school year when students are present.
2. Provide support services including career guidance and assessment, and registration services.

C. FACILITIES

1. Provide classroom space for R.O.P. classes as available.
2. Provide storage space as available.

BALDY VIEW REGIONAL OCCUPATIONAL PROGRAM

CONTRACT FOR DISTRICT SERVICES APPENDIX B

PERFORMANCE OBJECTIVES CAREER TECHNICIAN STANDARDS

A Career Technician supported by District funds will:

1. **Actively recruit, screen and enroll high school students for BVROP classes:**
 - Create and maintain visual displays promoting BVROP
 - Display BVROP promotional materials in career center and other appropriate places on campus
 - Serve as liaison with counselors, promote tours of BVROP classes, and provide BVROP printed material.
 - Develop BVROP promotional activities for the school year
 - Schedule class and/or group presentations
 - Disseminate BVROP recruitment materials to teachers, counselors, students, and parents
 - Utilize campus announcements and newspapers for promotion
 - Arrange for BVROP teachers to interact with high school students
 - Maintain an ongoing recruitment list for enrollment in BVROP courses.

2. **Assist in the promotion of BVROP courses as an integral part of the school's curriculum:**
 - Administer and interpret career interest assessments for students
 - Discuss with school counseling staff and administration usage of BVROP interest survey
 - Organize and maintain student interest list for recruitment purposes

Contract for District Services

Appendix B

Page -2-

2. Assist in the promotion of BVROP courses as an integral part of the school's curriculum (continued):

- Promote BVROP through campus activities; i.e., back-to-school night, career fairs, etc.
- Disseminate BVROP student success stories
- Communicate regularly with the guidance staff regarding BVROP information
- Provide BVROP information in home mailers to parents and stakeholders

3. Be knowledgeable of BVROP course requirements and content:

- Visit BVROP teachers and classes
- Attend selected advisory/employer panel meetings.

4. Establish and maintain effective communications:

- Attend all required BVROP meetings and in services
- Process all related BVROP paperwork and student records
- Provide high school administration, counselors, teachers, and staff with current BVROP information regarding BVROP courses and their outcomes
- Notify BVROP office of schedule/bell changes on campus
- Utilize current technology and software to provide access to information for career planning.
- Meet regularly with guidance staff.
- Annually, Career Technicians will complete the BVROP self-assessment in collaboration with BVROP and District Representative Council staff

BALDY VIEW REGIONAL OCCUPATIONAL PROGRAM
 **APPENDIX C
 PARTICIPATION INCENTIVE 2022/2023

Per Base MOU, ADA for 2022/23 will be based on the average of actual 2019/20 and 2020/21 ADA. COLA in 2022/ is 6.56%. The 2021/22 rate of \$94.84 is multiplied by 6.56% COLA for the per unit value of \$101.06 for 2022/23.

	CHAFFEY	CHINO	CLAREMONT	UPLAND	TOTAL
2022/23 = \$94.84 * 6.56% COLA					
+ 94.84 = \$101.06					
101.06 per 2-year averaged ADA	889.19	590.59	151.51	233.56	1,864.85
2021/22 Participation Incentive	89,861.54	59,685.03	15,311.60	23,603.57	188,461.74

ADA ATTRIBUTED TO STUDENTS' DISTRICT OF RESIDENCE (PARTICIPATION INCENTIVE)

SCHEDULE OF MONTHLY PAYMENTS

	89,861.54	59,685.03	15,311.60	23,603.57	188,461.75
JULY	7,488.46	4,973.75	1,275.97	1,966.96	15,705.15
AUGUST	7,488.46	4,973.75	1,275.97	1,966.96	15,705.15
SEPTEMBER	7,488.46	4,973.75	1,275.97	1,966.96	15,705.15
OCTOBER	7,488.46	4,973.75	1,275.97	1,966.96	15,705.15
NOVEMBER	7,488.46	4,973.75	1,275.97	1,966.96	15,705.15
DECEMBER	7,488.46	4,973.75	1,275.97	1,966.96	15,705.15
JANUARY	7,488.46	4,973.75	1,275.97	1,966.96	15,705.15
FEBRUARY	7,488.46	4,973.75	1,275.97	1,966.96	15,705.15
MARCH	7,488.46	4,973.75	1,275.97	1,966.96	15,705.15
APRIL	7,488.46	4,973.75	1,275.97	1,966.96	15,705.15
MAY	7,488.46	4,973.75	1,275.97	1,966.96	15,705.15
JUNE	7,488.46	4,973.75	1,275.97	1,966.96	15,705.15
	89,861.54	59,685.03	15,311.60	23,603.57	188,461.75

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 15, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: BALDY VIEW REGIONAL OCCUPATIONAL PROGRAM 2022/2023
CONTRACT FOR EMBEDDED CLASSES**

=====

BACKGROUND

Each year, the Chino Valley Unified School District enters into a contract with the Baldy View Regional Occupational Program (BVROP) for the purpose of providing embedded classes at various locations within the District.

The embedded classes in the district are outlined in Appendix A of the contract.

This contract was approved by the BVROP Commission on September 14, 2022.

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

RECOMMENDATION

It is recommended the Board of Education approve the Baldy View Regional Occupational Program 2022/2023 Contract for Embedded Classes.

FISCAL IMPACT

None.

NE:GP:JAR:wrg

BALDY VIEW REGIONAL OCCUPATIONAL PROGRAM

2022/23 CONTRACT FOR EMBEDDED BVROP CLASSES – CHINO VALLEY USD

This Agreement is made by and between Chino Valley Unified School District, hereinafter referred to as "District", and Baldy View Regional Occupational Program, hereinafter referred to as "BVROP."

WITNESSETH:

WHEREAS, District desires to utilize special BVROP services, referred to as "Embedded Class(es)";

and

WHEREAS, District has the facilities for the Embedded Class(es) during the regular school day;

and

WHEREAS, BVROP has the personnel, and expertise to perform certain services for the District; and BVROP is willing to make these services available for the period beginning July 1, 2022, and ending June 30, 2023.

THEREFORE, it is understood that the aforementioned services shall be subject to the terms and conditions hereinafter set forth:

1. The minimum class size Average Daily Attendance (ADA) for an Embedded Class(es) at comprehensive school sites is twenty-five (25) students and fifteen (15) students at continuation and alternative school sites.
2. The District has the sole responsibility for supporting Embedded Class(es)

on its campuses.

3. When the ADA of a(n) Embedded Class(es) fails to meet minimum class size standards, the District is responsible for providing BVROP supplemental funding based on the difference between actual ADA generated and the budgeted annual income based on minimum ADA requirements.
4. Embedded Class(es), as reflected in Appendix A, may be cancelled by BVROP or District without penalty prior to August 1, 2022.

CHINO VALLEY UNIFIED
SCHOOL DISTRICT

BALDY VIEW REGIONAL
OCCUPATIONAL PROGRAM

By _____

By _____

Title _____

Title Superintendent

Board Authorization On:

Commission Authorization On:

Date _____

Date _____

APPENDIX A

CHINO VALLEY UNIFIED SCHOOL DISTRICT 2022-2023 Track Changes

EMBEDDED ROP CLASSES			
HIGH SCHOOL	CLASS TITLE	FALL	SPRING
AYALA HIGH SCHOOL			
	Combo: 3D Game Animation/3D Game Animation 2	(5)	
	Combo: 3D Game Animation/3D Game Animation 2	(5)	
	Civil Engineering & Architecture	5	5
	Engineering & Design Development	5	5
	Introduction to Engineering Design	5	5
	Introduction to Engineering Design	5	5
	Introduction to Engineering Design	5	5
	Principles of Engineering	5	5
	Sports Medicine	5	5
	Combo: Sports Medicine/Sports Medicine 2	5	5
BOYS REPUBLIC			
	Combo: Brick, Block and Stonemasonry, Advanced Concrete Masonry	5	5
	Combo: Landscape and Turf Management, Landscape Design (Adv)	(10)	(10)
BUENA VISTA			
	Combo: 3D Game Animation, 3D Game Animation 2	(5/quarter)	(5/quarter)
	Combo: 3D Game Animation, 3D Game Animation 2	(5/quarter)	(5/quarter)
	Combo: Residential and Commercial Construction, Apartment and Home Repair Remodeling	5/quarter	5/quarter
	Combo: Residential and Commercial Construction, Apartment and Home Repair Remodeling	5/quarter	5/quarter
	Transport and Supply	5/quarter	5/quarter

New/Additional classes offered for the 2022/2023 School Year are denoted in green.

Closed Classes are denoted in red.

APPENDIX A

CHINO VALLEY UNIFIED SCHOOL DISTRICT 2022-2023 Track Changes

Transport and Supply

5/quarter

5/quarter

EMBEDDED ROP CLASSES			
HIGH SCHOOL	CLASS TITLE	FALL	SPRING
CHINO HIGH SCHOOL			
	Criminal Justice	5	5
	Criminal Justice 2	5	5
	Combo: Criminal Justice, Criminal Justice 2	5	5
	Crime Scene Investigation	5	5
	Combo: Crime Scene Investigation 2/Crime Scene Investigation 3	5	5
	Cybersecurity	5	5
	Cybersecurity	5	5
	Cybersecurity	5	5
	Cybersecurity	5	5
	Cybersecurity	5	5
	Cybersecurity 2	5	5
	Emergency Responder	(5)	(5)
	Combo: Emergency Responder, Emergency Responder 2	(5)	(5)
	Sports Medicine	5	5
	Sports Medicine	(5)	(5)
	Sports Medicine 2	5	5
CHINO HILLS HIGH SCHOOL			
	Criminal Justice	5	5
	Criminal Justice	5	5
	Criminal Justice	5	5
	Criminal Justice 2	5	5
	Combo: Criminal Justice, Criminal Justice 2	5	5
	Emergency Medical Responder	(5)	(5)
	Emergency Medical Responder	(5)	(5)
	Emergency Medical Responder 2	(5)	(5)

New/Additional classes offered for the 2022/2023 School Year are denoted in green.

Closed Classes are denoted in red.

APPENDIX A

CHINO VALLEY UNIFIED SCHOOL DISTRICT 2022-2023 Track Changes

EMBEDDED ROP CLASSES			
HIGH SCHOOL	CLASS TITLE	FALL	SPRING
CHINO HILLS HIGH SCHOOL <i>(cont'd)</i>			
	Combo: Stage 1: Introduction to Stage Technology, Stage 2: Intermediate Stage Technology, Stage 3: Design & Production, Stage 4: Arts Management	5	5
	Combo: Stage 1: Introduction to Stage Technology, Stage 2: Intermediate Stage Technology, Stage 3: Design & Production, Stage 4: Arts Management	5	5
	Combo: Stage 1: Introduction to Stage Technology, Stage 2: Intermediate Stage Technology, Stage 3: Design & Production, Stage 4: Arts Management	5	5
	Combo: Stage 1: Introduction to Stage Technology, Stage 2: Intermediate Stage Technology, Stage 3: Design & Production, Stage 4: Arts Management	5	5
	Combo: Stage 1: Introduction to Stage Technology, Stage 2: Intermediate Stage Technology, Stage 3: Design & Production, Stage 4: Arts Management	5	5
	Business Management	(5)	(5)
	Business Management	(5)	(5)
	Healthcare Occupations	5	5
	Healthcare Occupations	5	5
	Healthcare Occupations	5	5
	Healthcare Occupations	5	5
<i>(Offered in Fall Only)</i>	Medical Assisting Foundation/Prep Therapy - Med Ofc	10	
<i>(Offered in Spring Only)</i>	Medical Assisting Clinical/Prep Therapy-Med Office		20
	Sports Medicine	5	5
	Sports Medicine	5	5

*New/Additional classes offered for the 2022/2023 School Year are denoted in green.
Closed Classes are denoted in red.*

APPENDIX A

CHINO VALLEY UNIFIED SCHOOL DISTRICT 2022-2023 Track Changes

Sports Medicine	(5)	(5)
Sports Medicine	(5)	(5)
Sports Medicine 2	5	5
Sports Medicine 2	5	5

DON LUGO HIGH SCHOOL

Food and Hospitality Services	5	5
Food and Hospitality Services	5	5
Food and Hospitality Services	5	5
Food and Hospitality Services	5	5
Food and Hospitality Services	5	5
Food and Hospitality Services 2	5	5
Sports Medicine	5	5
Sports Medicine	(5)	(5)
Sports Medicine 2	5	5
Criminal Justice 2	5	5
Criminal Justice	(5)	(5)
Criminal Justice	(5)	(5)
Criminal Justice	(5)	(5)
Criminal Justice	(5)	(5)
Residential and Commercial Construction	5	5
Residential and Commercial Construction	5	5
Residential and Commercial Construction	5	5
Residential and Commercial Construction	5	5
Residential and Commercial Construction	5	5

	FALL	SPRING
2022/2023 CREDIT ALLOCATION TOTAL:	290	300
<i>2022-2023 Fall/Spring; Ayala High School</i>	<i>Closed 2 sections of Combo: 3D Game Animation/3D Game Animation 2 Due to teacher shortage for this position, transitioned to DOP. (-5 Credits/Fall; -5 Credits/Spring)</i>	
<i>2022-2023 Fall/Spring; Boys Republic High School</i>	<i>Closed Combo: Landscape and Turf Management/Landscape Design (Adv) Due low enrollment at Boys Republic (-10 Credits/Fall, -10 Credits/Spring)</i>	

*New/Additional classes offered for the 2022/2023 School Year are denoted in green.
Closed Classes are denoted in red.*

APPENDIX A

CHINO VALLEY UNIFIED SCHOOL DISTRICT 2022-2023 Track Changes

<i>2022-2023 Fall/Spring; Buena Vista High School</i>	<i>Closed Combo; 3D Game Animation/3D Game Animation 2 Due to teacher shortage for this industry sector for part-time assignment. (-5 quarter credits/Fall, -5 quarter credits/Spring)</i>
<i>2022-2023 Fall/Spring; Buena Vista High School</i>	<i>Added 1 more section of Combo: Stage 1: Introduction to Stage Technology, Stage 2: Intermediate Stage Technology, Stage 3: Design & Production, Stage 4: Arts Management; based on student interest (+5 Credits/Fall, +5 Credits/Spring)</i>
<i>2022-2023 Fall/Spring; Buena Vista High School</i>	<i>Added 2 sections of Transport and Supply @ CTC (+5 credits/quarter 1/Fall +5 credits/quarter 2/Fall (+10), +5 credits/quarter 3/Spring +5 credits/quarter 4/Spring (+10))</i>
<i>2022-2023 Fall/Spring; Chino High School</i>	<i>Changed 1 section of Sports Medicine to Sports Medicine 2 to increase CTE Pathway completion.</i>
<i>2022-2023 Fall/Spring; Chino High School</i>	<i>Moved section of Combo: Criminal Justice/Criminal Justice 2 to Criminal Justice 2 at Don Lugo to increase completion of CTE Public Services: Legal Practices Pathway.</i>
<i>2022-2023 Fall/Spring; Chino High School</i>	<i>Closed 1 section of Emergency Responder due to shortage of teachers in this industry sector</i>
<i>2022-2023 Fall/Spring; Chino High School</i>	<i>Closed 1 section of Combo: Emergency Responder/Emergency Responder 2 due to shortage of teachers in this industry sector</i>
<i>2022-2023 Fall/Spring; Chino High School</i>	<i>Changed 1 section of Sports Medicine to Sports Medicine 2 to increase CTE pathway completion rates.</i>
<i>2022-2023 Fall/Spring; Don Lugo High School</i>	<i>Added 1 section of Sports Medicine 2 Capstone to increase CTE pathway completion rates.</i>
<i>2022-2023 Fall/Spring; Chino Hills High School</i>	<i>Replaced 3 sections of Emergency Responder with Medical Assisting Foundations / Clinical to increase CTE pathway completion rates Healthcare Occupations program sequence embedded to after school MA Foundations/Clinical</i>
<i>2022-2023 Fall/Spring; Chino Hills High School</i>	<i>Added 3 more sections of Combo: Stage 1: Introduction to Stage Technology, Stage 2: Intermediate Stage Technology, Stage 3: Design & Production, Stage 4: Arts Management; based on student interest (+15 Credits/Fall, +15 Credits/Spring)</i>

New/Additional classes offered for the 2022/2023 School Year are denoted in green.

Closed Classes are denoted in red.

APPENDIX A

CHINO VALLEY UNIFIED SCHOOL DISTRICT 2022-2023 Track Changes

<i>2022-2023 Fall/Spring; Chino Hills High School</i>	<i>Changed 2 sections of Sports Medicine to Sports Medicine 2 to increase CTE pathway completion rates.</i>
<i>2022-2023 Fall/Spring; Don Lugo High School</i>	<i>Last year of Criminal Justice 2 to complete pathway for students who completed Criminal Justice. (zero period)</i>
<i>2022-2023 Fall/Spring; Don Lugo High School</i>	<i>Added a new pathway, Residential & Commercial Construction to replace Criminal Justice.</i>
<i>2022-2023 Fall/Spring; Don Lugo High School</i>	<i>Added 5 sections for new pathway, Residential & Commercial Construction to replace Criminal Justice. (+25 Credits/Fall, +25 Credits/Spring)</i>

2021/2022	CREDIT ALLOCATION TOTAL:	320	310
2021/2022	CREDIT UTILIZATION TOTAL:	320	310
<i>2021-2022 Spring; Ayala High School</i>	<i>Closed 1 section of Combo: 3D Game Animation/3D Game Animation 2 Due to teacher shortage for this position, transitioned to DOP. (-5 Credits/Spring)</i>		
<i>2020-2021 Fall/Spring; Chino Hills High School</i>	<i>Added Emergency Medical Responder (+5 Credits/Fall, +5 Credits/Spring) Per DRC Request.</i>		
<i>2022-2023 Fall/Spring; Chino Hills High School</i>	<i>Closed 1 Section Criminal Justice 2 - Made into Combo (+5 Credits/Fall, +5 Credits/Spring)</i>		
<i>2022-2023 Fall/Spring; Chino Hills High School</i>	<i>Added Combo: Criminal Justice, Criminal Justice 2 (+5 Credits/Fall, +5 Credits/Spring)</i>		

AFTER SCHOOL ROP CLASSES			
HIGH SCHOOL	CLASS TITLE	FALL	SPRING
BUENA VISTA			
	Combo: Retail Marketing, Retail Marketing 2	15	15
CHINO HILLS HIGH SCHOOL			
	Combo: Business Management, Business Management 2	15	15

New/Additional classes offered for the 2022/2023 School Year are denoted in green.
Closed Classes are denoted in red.

APPENDIX A

CHINO VALLEY UNIFIED SCHOOL DISTRICT 2022-2023 Track Changes

Sports Medicine CTWEE 10 10

		FALL	SPRING
2022/2023	CREDIT ALLOCATION TOTAL:	15	15
<i>2022-2023 Fall/Spring; Chino Hills High School</i>		<i>Closed Combo: Business Management / Business Management Due to Low Enrollment. (-15 Credits/Fall, -15 Credits/Spring)</i>	
<i>2022-2023 Fall/Spring; Chino Hills High School</i>		<i>Closed Sports Medicine CTWEE Due to Low Enrollment. (-10 Credits/Fall, -10 Credits/Spring) Added Embedded Capstone Sports Medicine 2 at Ayala, Chino High, Chino Hills, and Don Lugo</i>	
		FALL	SPRING
2021/2022	CREDIT ALLOCATION TOTAL:	40	40
2021/2022	CREDIT UTILIZATION TOTAL:	40	40

*New/Additional classes offered for the 2022/2023 School Year are denoted in green.
Closed Classes are denoted in red.*

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 15, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: AMENDMENT TO THE JOINT POWERS AGREEMENT BETWEEN
BALDY VIEW REGIONAL OCCUPATIONAL PROGRAM AND THE
CHINO VALLEY UNIFIED SCHOOL DISTRICT**

=====

BACKGROUND

Baldy View Regional Occupational Program offers Career Technical Education (CTE) to Chino Valley Unified School District students. Classes are designed to provide students with hands-on technical training in various career fields.

The member districts entered into the Joint Powers Agreement (JPA) in April 1972. Baldy View ROP and all member districts have agreed to amend the existing JPA and supersede all prior agreements. This agreement ensures that each member district will receive the same level of service currently being provided by the ROP. Additional funding to the JPA is to account for instructor prep time and CTE future funding.

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

RECOMMENDATION

It is recommended the Board of Education approve the Amendment to the Joint Powers Agreement between Baldy View Regional Occupational Program and the Chino Valley Unified School District.

FISCAL IMPACT

An estimated increase of \$132,462.33 to General Fund

NE:GP:JAR:wrg

Amendment to the Memorandum of Understanding (MOU)

WHEREAS Baldy View Regional Occupational Program (ROP) (hereinafter referred to as BVROP), and Chaffey Joint Union High School District (hereinafter referred to as CJUHSD), Chino Valley Unified School District (hereinafter referred to as CVUSD), Claremont Unified School District (hereinafter referred to as CUSD), and Upland Unified School District (hereinafter referred to as UUSD) (Member Districts) entered into an agreement dated July 1, 2015; and

WHEREAS, both parties now wish to amend this agreement, effective July 1, 2022.

NOW, THEREFORE, BVROP and Member Districts agree as follows:

Section E is amended to read:

E. INSTRUCTOR PREP TIME: Determining the annual contribution of each Member District for instructor prep time is established by using the following model:

Any BVROP instructor teaching is presumed to be scheduled five (5) days per week regardless of their actual schedule. Prep time is capped at one (1) prep hour per day at the instructional rate for those teaching 25 or more hours per week and pro-rated for those teaching under 25 hours per week.

The prep time cost is attributed to the Member District to which the BVROP instructor is assigned. If the instructor is assigned to the BVROP Career Training Center or an after-school class in which various Member Districts students attend, the instructor's prep time cost will be shared proportionally among the Member Districts whose students attend the class.

Section F is amended to read:

F. CTE FUTURE FUNDING: If legislation is enacted or future funding becomes available that impacts the revenue commitments to BVROP by Member Districts, BVROP, and Member Districts, agree to negotiate and/or amend documents as needed.

Section G is amended to read:

G. COMMUNICATIONS: Communications between the parties to this Agreement may be sent to the appropriate local education agency's main office addressed to the following:

Mat Holton, Ed.D.
Superintendent
Chaffey JUHSD
211 West Fifth Street
Ontario, CA 91762

Norm Enfield, Ed.D.
Superintendent
Chino Valley USD
5130 Riverside Drive
Chino, CA 91710

James Elsasser, Ed.D.
 Superintendent
 Claremont USD
 170 West San Jose Avenue
 Claremont, CA 91711

Lynn Carmen Day, Ed.D.
 Superintendent
 Upland USD
 390 N. Euclid Avenue
 Upland, CA 91786

Shelley Adams, Ed.D.
 Superintendent
 Baldy View ROP
 1501 S. Bon View Avenue
 Ontario, CA 91761

UNDERSTANDING AND ACCEPTANCE OF THE PARTIES: This Amendment constitutes the parties' entire understanding. Signatures of duly authorized Member Districts and BVROP representatives below signify an agreement and acceptance of the contract provisions.

CJUHSD REPRESENTATIVE		CVUSD REPRESENTATIVE	
Signature:		Signature:	
Print Name:	Mat Holton, Ed.D.	Print Name:	Norm Enfield, Ed.D.
Title:	Superintendent	Title:	Superintendent
Date Signed:		Date Signed:	
Phone:		Phone:	
E-Mail Address:		E-Mail Address:	

CUSD REPRESENTATIVE		UUSD REPRESENTATIVE	
Signature:		Signature:	
Print Name:	James Elsasser, Ed.D.	Print Name:	Lynn Carmen Day, Ed.D.
Title:	Superintendent	Title:	Superintendent
Date Signed:		Date Signed:	
Phone:		Phone:	
E-Mail Address:		E-Mail Address:	

BVROP REPRESENTATIVE	
Signature:	
Print Name:	Shelley Adams, Ed.D.
Title:	Superintendent
Date Signed:	
Phone:	
E-Mail Address:	

Assumptions:

Based on prior years 2-year average of Actual ADA (2019/20 and 2020/21 [hold harmless])
 2021/22 Revenue Limit = \$4,095.84; apply 6.56% COLA = 2022/23 Revenue Limit of \$4,364.53.
 2021/22 Participation Incentive = \$94.84; apply 6.56% COLA = 2022/23 Participation Incentive
 per unit value of \$101.10

FROM JPA DISTRICTS TO BALDY VIEW ROP

	ADA (2-year average)	AMT per ADA	2022-23 Distribution W/ADA	BVROP Inst. Prep Time	2022-23 TOTALS
CHAFFEY JOINT UNION HIGH	889.19	4,364.53	3,880,896.43	98,577.25	3,979,473.69
CHINO VALLEY UNIFIED	590.59	4,364.53	2,577,647.77	132,462.33	2,710,110.10
CLAREMONT UNIFIED	151.51	4,364.53	661,269.94	31,668.98	692,938.92
UPLAND UNIFIED	233.56	4,364.53	1,019,379.63	42,111.23	1,061,490.85
	1,864.85		8,139,193.77	304,819.79	8,444,013.56

FROM BALDY VIEW ROP TO JPA DISTRICTS

District Operated Program:

	CAPPED DOP ADA	80% OF REVENUE LIMIT	2022-23 TOTALS
CHAFFEY JOINT UNION HIGH	422.39	3,491.62	1,474,825.37
CHINO VALLEY UNIFIED	15.71	3,491.62	54,853.35
CLAREMONT UNIFIED	16.36	3,491.62	57,122.90
UPLAND UNIFIED	11.75	3,491.62	41,026.54
		Total	1,627,828.16

Participation Incentive:

	2-year Averaged ADA	2022/23 PER UNIT VALUE W/COLA	2022-23 TOTALS
CHAFFEY JOINT UNION HIGH	889.19	101.06	89,861.54
CHINO VALLEY UNIFIED	590.59	101.06	59,685.03
CLAREMONT UNIFIED	151.51	101.06	15,311.60
UPLAND UNIFIED	233.56	101.06	23,603.57
		Total	188,461.74

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 15, 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

\$8,890,872.90 to all District funding sources.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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Humility • Civility • Service

DATE: September 15, 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

BUSINESS SERVICES	FISCAL IMPACT
<p>B-2223-011 Eide Bailly, LLP. To provide ASB and Booster training virtually for 2022/2023 fiscal year. Submitted by: Business Services Duration of Agreement: July 1, 2022 - June 30, 2023</p>	<p>Contract amount: Not to Exceed \$12,000.00 Funding source: General Fund</p>
<p>B-2223-012 CVUSD Nutrition Services. To provide snack, milk, and juice services to Fun Clubs at Butterfield ES, Chaparral ES, Country Springs ES, Hidden Trails ES, Litel ES, Oak Ridge ES, Rhodes ES, and Rolling Ridge ES. Submitted by: Nutrition Services Duration of Agreement: July 1, 2022 - June 30, 2023</p>	<p>Contract amount: Per rate sheet Funding source: Fun Club</p>

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
<p>CIIS-2223-106 New Direction Solutions, LLC dba ProCare Therapy. To provide nursing, speech language pathologist, psychologists, occupational therapist, and American Sign Language interpreter. Submitted by: Special Education Duration of Agreement: July 1, 2022 - June 30, 2023</p>	<p>Contract amount: \$150,000.00 Funding source: Special Education</p>
<p>CIIS-2223-107 City of Chino - PALS Program. To provide early intervention/prevention program; enhances the educational experience and personal development of children having difficulty adjusting to school. Submitted by: Health Services Duration of Agreement: July 1, 2022 - June 30, 2025</p>	<p>Contract amount: None Funding source: None</p>
<p>CIIS-2223-108 Connections Education, Inc. dba Pearson Virtual Schools USA. To provide software licenses for online based curriculum. Submitted by: Alternative Education Center Duration of Agreement: August 18, 2022 - June 30, 2023</p>	<p>Contract amount: \$25,900.00 Funding source: General Fund</p>

FACILITIES, PLANNING, AND OPERATIONS	FISCAL IMPACT
<p>F-2223-035 Hot Dogger Tours, Inc. dba Gold Coast Tours. To provide charter bus services. Submitted by: Transportation Duration of Agreement: July 1, 2022 - June 30, 2023</p>	<p>Contract amount: Per rate sheet Funding source: General Fund</p>
<p>F-2223-036 Inland Empire Stages, LTD. To provide charter bus services. Submitted by: Transportation Duration of Agreement: July 1, 2022 - June 30, 2023</p>	<p>Contract amount: Per rate sheet Funding source: General Fund</p>
<p>F-2223-037 Tower Seekers. To provide cell tower management and consultation services. Submitted by: Facilities, Planning, and Operations Duration of Agreement: July 1, 2022 - June 30, 2025</p>	<p>Contract amount: \$350.00 hourly Funding source: Capital Facilities Fund 25</p>

SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS	FISCAL IMPACT
<p>SBCSS 22/23-0470 San Bernardino County Superintendent of Schools. To provide oversight and fiscal support of the Boys Republic HS program. Submitted by: Purchasing Duration of Agreement: July 1, 2022 - June 30, 2023</p>	<p>Contract amount: \$200,000.00 Funding source: Title I</p>

MASTER CONTRACTS	FISCAL IMPACT
MC-2223-027 City of Fontana (Mary Vagle Nature Center). To provide guided tour of nature center with hands on activities for students. Submitted by: Rolling Ridge ES Duration of Agreement: September 1, 2022 - June 30, 2025	Contract amount: Per rate sheet Funding source: Various
MC-2223-028 Velocity Fundraising Resources, Inc. To provide experienced based fundraiser virtually and in-person. Submitted by: Rhodes ES Duration of Agreement: September 16, 2022 - June 30, 2025	Contract amount: Per rate sheet Funding source: ASB/USB/PEP/PFA/PTA/Boosters
MC-2223-029 Myers and Sons Hi-Way Safety, Inc. To provide outdoor light towers for evening events/fundraisers. Submitted by: Cattle ES Duration of Agreement: September 16, 2022 - June 30, 2025	Contract amount: Per rate sheet Funding source: ASB/USB/PEP/PFA/PTA/Boosters
MC-2223-030 Stephen McClanahan dba Pop It Up Kettle Corn. To provide kettle corn, funnel cakes, churros, and shaved ice concession stand/snack bar services. Submitted by: Chino Hills HS Duration of Agreement: September 16, 2022 - June 30, 2025	Contract amount: Per rate sheet Funding source: Various
MC-2223-031 Junior's Golf Carts, Inc. To provide golf cart rentals for site events. Submitted by: Chino Hills HS Duration of Agreement: September 16, 2022 - June 30, 2025	Contract amount: Per rate sheet Funding source: ASB/USB/PEP/PFA/PTA/Boosters
MC-2223-032 Amanda Cathey. To provide dance choreography service. Submitted by: Ayala HS Duration of Agreement: September 16, 2022 - June 30, 2025	Contract amount: Per rate sheet Funding source: ASB/USB/PEP/PFA/PTA/Boosters
MC-2223-033 Lakeland Holdings, LLC dba WorldStrides. To provide travel coordination for school field trips. Submitted by: Rolling Ridge ES Duration of Agreement: September 16, 2022 - June 30, 2025	Contract amount: Per rate sheet Funding source: Various

APPROVED CONTRACTS TO BE AMENDED	AMENDMENT
B-1818-017 Altair Engineering, Inc. To provide license agreement. Submitted by: Purchasing Duration of Agreement: March 8, 2019 - March 8, 2024 Original Agreement Board Approved: March 7, 2019	Contract amount: Per rate sheet Company name change from Datawatch to Altair Engineering, Inc. Funding source: General Fund
HR-2122-001 City of Chino Hills. To provide school resource officers at Ayala HS and Chino Hills HS. Submitted by: Purchasing Duration of Agreement: August 8, 2022 - May 25, 2023 Original Agreement Board Approved: August 19, 2021	Contract amount: \$548,070.00 Add additional officers, increase contract amount, and extend contract through May 25, 2023. Funding source: General Fund
MC-2223-025 Walsworth Publishing Company, Inc. To provide yearbook services. Submitted by: Purchasing Duration of Agreement: July 1, 2022 - June 30, 2023 Original Agreement Board Approved: August 18, 2022	Contract amount: Per rate sheet Change agreement end date from June 30, 2025 to June 30, 2023 Funding source: Various

APPROVED CONTRACTS TO BE AMENDED	AMENDMENT
<p>RFP 21-22-14 USA Waste of California, Inc. dba Waste Management. To provide waste and recycling services. Submitted by: Purchasing Duration of Agreement: July 1, 2022 - June 30, 2025 Original Agreement Board Approved: June 16, 2022</p>	<p>Contract amount: Per rate sheet</p> <p>Add organics recycling service as required by CA Senate Bill 1383 regulations</p> <p>Funding source: General Fund</p>
<p>SBCSS-22/23-0360 San Bernardino County Superintendent of Schools. To provide one high school student to attend Medical Leaders of Tomorrow Academy. Submitted by: Secondary Curriculum Duration of Agreement: July 1, 2022 - June 30, 2024 Original Agreement Board Approved: August 18, 2022</p>	<p>Contract amount: Change cost from \$400.00 to not to exceed \$1,130.00</p> <p>Funding source: LCAP</p>

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 15, 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

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BACKGROUND

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

CUPCCAA Project	Project Description	Contractor	Original Quotation	Change Order	Total	Funding Source
CC2023-05	Ayala HS Planter Repair Project	Nextgen Construction	\$17,200.00	N/A	\$17,200.00	21
CC2023-06	Butterfield Ranch ES ViewSonics Installation	Nextgen Construction	\$16,500.00	N/A	\$16,500.00	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

\$16,500.00 to General Fund 01.

\$17,200.00 to Building Fund 21.

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Our Motto:
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Humility • Civility • Service

DATE: September 15, 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>
<u>HIRED AT THE APPROPRIATE PLACEMENT ON THE CERTIFICATED SALARY SCHEDULE AND APPROPRIATE CREDENTIAL FOR THE 2022/2023 SCHOOL YEAR</u>			
LOMEN, Christine	Elementary Teacher	Cattle ES	09/12/2022
HUERTA, Nancy	Elementary Teacher	Litel ES	08/30/2022
HERRERA, Samantha	Intervention Teacher	Oak Ridge ES	08/29/2022
MCWHORTER, Arielle	Intervention Counselor K-12	Health Services	08/29/2022

RESIGNATION

PLASCENCIA, Pamela	Special Education Teacher	Borba ES	08/26/2022
RIVERA, Linda	Child Development Teacher	Health Services	08/31/2022
COOPMAN, Katie	Instructional Coach	Secondary Curriculum	09/30/2022

LEAVE OF ABSENCE

CALLES, Daisey	Special Education Teacher	Walnut ES	09/01/2022 through 11/01/2022
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APPOINTMENT – PEER ASSISTANCE AND REVIEW (PAR) SUPPORT PROVIDER 2022/2023

IVES, Kris	PAR Provider	Elementary Curriculum	09/16/2022
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APPOINTMENT - EXTRA DUTY

PATTON, Michael (NBM)	Band (B)	Canyon Hills JHS	09/02/2022
ORTIZ, Elizabeth (NBM)	Band (B)	Townsend JHS	08/25/2022
JACKSON, Amber (NBM)	Women's Basketball (GF)	Ayala HS	08/08/2022
LEIB, Harold (NBM)	Football (B)	Ayala HS	08/25/2022
MARIANI, Kristina (NBM)	Women's Water Polo (B)	Ayala HS	09/01/2022
PATTON, Michael (NBM)	Band (B)	Ayala HS	09/02/2022
SCOTT, LaCresha (NBM)	Women's Basketball (GF)	Ayala HS	08/08/2022
BELTRAN, Robert (NBM)	Football (B)	Chino HS	09/01/2022
CELESTINO, Raquel (NBM)	Men's Water Polo (GF)	Chino HS	08/23/2022
CASTRUITA, Santiago (NBM)	Volleyball (B)	Chino Hills HS	08/25/2022
CRESPO, Juan (NBM)	Band (B)	Chino Hills HS	08/31/2022
VOGEL, Bailey (NBM)	Song (B)	Chino Hills HS	08/25/2022
FERRIERA, Ashlyn (NBM)	Women's Volleyball (B)	Don Lugo HS	08/31/2022
TOTAL:			\$10,624.00

CERTIFICATED PERSONNEL

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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**APPOINTMENT OF CERTIFICATED SUBSTITUTES EFFECTIVE JULY 1, 2021, THROUGH
JUNE 30, 2022**

AYALA, Laura	DIXON, Tzion	HAWTHORNE, Flor de Maria
HOLLING, Danielle	LACKEY, Channing	MARQUEZ, Sabrina
NESTER, Kaylie	TERAN, Ana	THOMAS, Andre

CLASSIFIED PERSONNEL

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

HUFFMAN, Tricia	FROM: Child Care Specialist (CDF) 5.6 hrs./180 work days	Health Services	09/16/2022
	TO: After School Grant Funded Manager (CDF) 8 hrs./230 contract days	Health Services	

HIRED AT THE APPROPRIATE PLACEMENT ON THE CLASSIFIED SALARY SCHEDULE**APPOINTMENT**

CUEVAS CANTU, Erika	Playground Supervisor (GF)	Butterfield Ranch ES	09/16/2022
HAAG, Katharine	Paraprofessional II (SELPA/GF)	Chaparral ES	09/06/2022
VIRAY, Lisa	Playground Supervisor (GF)	Country Springs ES	09/06/2022
LUGO, Kristin	Playground Supervisor (GF)	Glenmeade ES	09/16/2022
WENDLING, Kathlyn	Nutrition Services Assistant I (GF)	Liberty ES	09/06/2022
INGULSRUD, Kevin	Nutrition Services Assistant I (NS)	Wickman ES	09/16/2022
DUGGIE, Kayla	Paraprofessional I (SELPA/GF)	Don Lugo HS	09/06/2022
NEAL, Gloria	Paraprofessional II (SELPA/GF)	Don Lugo HS	09/16/2022
VALENZUELA, Melanie	Nutrition Services Manager II (NS)	Don Lugo HS	09/12/2022
YEUNG, Chee Leng	Testing Aide/Bilingual- Biliterate Mandarin (GF)	Assessment & Instructional Technology	09/16/2022
GOMEZ Jr., Macario	Maintenance III – Painter (GF)	Maintenance	09/26/2022

PROMOTION

TAN, Piyada	FROM: Bilingual Typist Clerk I Mandarin (GF) 3.5 hrs./200 work days and Playground Supervisor 1.5 hrs./180 work days	Country Springs ES	09/06/2022
	TO: Typist Clerk II (GF) 8 hrs./201 work days	Country Springs ES	

DIAZ, Karla	FROM: Typist Clerk II (GF) 8 hrs./261 contract days	Cal Aero K-8	09/06/2022
	TO: Administrative Secretary I (GF) 8 hrs./261 contract days	Student Support	

CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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PROMOTION (cont.)

REYES, Jonathan	FROM: Custodian I (GF) 8 hrs./261 contract days	Ayala HS	09/16/2022
	TO: Security Person (GF) 8 hrs./181 work days	Ayala HS	

ASSIGNMENT CHANGE

GANDARA, Carolyn	FROM: Health Technician (GF) 2 hrs./185 work days	Rhodes ES	09/06/2022
	TO: Typist Clerk II (GF) 8 hrs./201 work days	Rhodes ES	

FLORES, Angelica	FROM: Playground Supervisor (GF) 1.75 hrs./180 work days	Briggs K-8	09/16/2022
	TO: Paraprofessional I (SELPA/GF) 3.5 hrs./181 work days	Briggs K-8	

HARRIS, Kleisha	FROM: Playground Supervisor (GF) 2 hrs./175 work days	Cal Aero K-8	09/16/2022
	TO: Elementary Library/Media Center Assistant (GF) 3.5 hrs./150 contract days	Eagle Canyon ES	

MEDRANO, Jasmine	FROM: Paraprofessional I (SELPA/GF) 3.5 hrs./181 work days	Magnolia JHS	09/06/2022
	TO: Paraprofessional I (SELPA/GF) 5 hrs./181 work days	Magnolia JHS	

SANTIBANEZ, Margarita	FROM: Typist Clerk II (GF) 8 hrs./201 work days	Borba ES	08/30/2022
	TO: Typist Clerk I (GF) 4 hrs./201 work days and	Townsend JHS	
	District Attendance Liaison (GF) 3.5 hrs./213 work days	Student Support	

TALAMERA, Billy	FROM: Paraprofessional II (SELPA/GF) 5 hrs./181 work days	Special Education	09/16/2022
	TO: Paraprofessional II (SELPA/GF) 6 hrs./181 work days	Borba ES	

CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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ADDITIONAL ASSIGNMENT

CHAVEZ, Maria	Playground Supervisor (GF)	Walnut ES	09/16/2022
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RELEASE OF EMPLOYEE

Employee 28539			08/01/2022
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RESIGNATION OF POSITION

GUTIERREZ, Antoinette	Playground Supervisor (GF)	Cortez ES	08/24/2022
PENA, Isabel	IA/Bilingual-Biliterate Spanish (C)	Woodcrest JHS	09/02/2022
SANTIBANEZ, Margarita	District Attendance Liaison (GF)	Student Support	08/31/2022

RESIGNATION

MARTINEZ, Ruby	IA/Elementary Grade Level (GF)	Chaparral ES	09/09/2022
SMITH, Serena	Paraprofessional I (SELPA/GF)	Townsend JHS	09/08/2022
SEPULVEDA, Norma	Nutrition Services Assistant II (NS)	Chino HS	08/30/2022

RETIREMENT

TAPIA, Beatrice (36 Years of Service)	Security Person (GF)	Chino HS	06/30/2022
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(504)	= Federal Law for Individuals with Handicaps
(ABG)	= Adult Education Block Grant
(ASB)	= Associated Student Body
(ASF)	= Adult School Funded
(ATE)	= Alternative to Expulsion
(B)	= Booster Club
(BTSA)	= Beginning Teacher Support & Assessment
(C)	= Categorically Funded
(CDF)	= Child Development Fund
(CVLA)	= Chino Valley Learning Academy
(CWY)	= Cal Works Youth
(E-rate)	= Discount Reimbursements for Telecom.
(G)	= Grant Funded
(GF)	= General Fund
(HBE)	= Home Base Education
(MAA)	= Medi-Cal Administrative Activities
(MG)	= Measure G – Fund 21

(MH)	= Mental Health – Special Ed.
(NBM)	= Non-Bargaining Member
(ND)	= Neglected and Delinquent
(NS)	= Nutrition Services Budget
(OPPR)	= Opportunity Program
(PFA)	= Parent Faculty Association
(R)	= Restricted
(ROP)	= Regional Occupation Program
(SAT)	= Saturday School
(SB813)	= Medi-Cal Admin. Activities Entity Fund
(SELPA)	= Special Education Local Plan Area
(SOAR)	= Students on a Rise
(SPEC)	= Spectrum Schools
(SS)	= Summer School
(SWAS)	= School within a School
(VA)	= Virtual Academy
(WIA)	= Workforce Investment Act

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 15, 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 NATIONAL 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 National 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 National University.

FISCAL IMPACT

None.

NE:RR:IB:ED:mcm



PAID INTERNSHIP CREDENTIAL PROGRAM AGREEMENT

This agreement, effective on August 24, 2022, made by and between National University, a California non-profit public benefit corporation (the "University") and Chino Valley Unified School District, who have partnered for the purpose of providing contractual services for students, or state-supported TK-12 educational service unit, which is located at 5130 Riverside Dr., Chino, CA 91710-4130, USA (individually or collectively, "Institution"), with reference to the following facts:

RECITALS

- A. University is accredited by WASC Senior College and University Commission (WSCUC). University has met all of the preconditions prescribed by the California Commission on Teacher Credentialing (the "CTC") to offer the following internship credential programs ("Programs"): Inspired Teaching and Learning, Teacher Education Internship Credential, Special Education Internship Credential, Preliminary Administrative Services Internship Credential, and Pupil Personnel Services Internship Credential – School Counseling, Pupil Personnel Services Internship Credential – School Psychology;
- B. California Education Code Sections 44452 and 44321 authorize a public school institution, charter school or county office of education in cooperation with an approved college or University to establish an internship program meeting the provisions of applicable California statutes and CTC regulations. Institution is either a public school institution (or state-supported TK-12 educational service unit), charter school, or county office of education and University is an approved University within the meaning of Ed Code Section 44452; and
- C. Institution and University wish to partner to deliver services in support of the Programs that meet the regulations and standards of CTC. Attached as "Exhibit A" to this Agreement and incorporated herein by this reference is a list of the Programs that Institution and University will be supporting through this partnership. The Intern(s) must remain at the Institution addressed herein for the duration of their Credentials Internship.

TERMS AND CONDITIONS

1. Term. The term of this Agreement shall commence as of the Effective Date above and shall continue until terminated in accordance with the terms and conditions in this Agreement upon thirty (30) days written notice by either party of its intent to terminate this Agreement. All Interns placed with Institution and who are in good standing with Institution and University as of the date of termination of this Agreement shall be permitted to complete their internship experience with Institution.
2. Candidates and Placement. University candidates ("Candidate(s)") are students that are certified as qualified and competent by University to provide intern services to Institution, may, at Institution's discretion, be accepted and assigned to its schools for services as interns ("Intern"). University and Institution shall coordinate the process of selection and placement of Interns. University reserves the right to make the final determination on any Intern's acceptance into the Program, while Institution reserves the right to make the final determination on any Intern's employment. Neither University nor Institution shall discriminate in the selection or acceptance of, or participation by, any Intern pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition, marital status, or citizenship, within the limits imposed by law.
3. Program Requirements. Each Intern accepted into the Program must have met all of the following qualifying minimum criteria:
 - a. Recommendation to a Program by an Institution designee.
 - b. Interview and screening by Institution staff, including a background check, Institution administrator interview and paper screening, Department of Justice/FBI fingerprint clearance, and a baccalaureate degree from an accredited Institution.
 - c. Interview and screening by University staff, and verification of coursework and prior experience with TK-12 students in a multicultural, multilingual setting.
 - d. Orientation meeting with a Credential Program Specialist, the University Support Provider/Supervisor faculty member for the Program.
 - e. Passage of the CBEST exam or proof of basic skills assessment and verification of subject matter competence by completion of an approved program or passage of the CSET.
 - f. All service preconditions required by the CTC shall have been met.

4. Institution Reimbursement. University shall provide the Institution for supervision of Paid Internship Credential Program at the completion of each semester or quarter. Institution shall submit an invoice based on generated report received from the University Honorarium Specialist. Honorarium provided is based on the amount set forth in "Exhibit A" for supervision of University Intern(s). The total honorarium amount for supervision per Student shall not exceed six hundred (\$600). Upon receipt of invoice correlating to the University's Honorarium Specialist report, University shall pay the Institution at earliest convenience following the date the Institution's invoice is received.
5. Insurance. The Institution and the University will obtain and maintain a broad form commercial general liability insurance policy with coverage of at least \$1,000,000 (one million dollars) for each occurrence and \$2,000,000 (two million dollars) in the aggregate, with no exclusion for molestation or abuse. The Parties will provide proof of such insurance upon execution of this Agreement to each other. For purposes of this Agreement, each of the Parties will provide workers' compensation insurance coverage for their own employees.
6. Intern Employment Status. Interns shall be Institution employees for all purposes, including for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments or benefits for or on behalf of Interns.
7. Reservation of Right to Payment. Pursuant to Education Code Section 44462, Institution reserves the right to request an adjustment of any Intern's salary to cover supervision services pursuant to this Agreement.
8. Non-Displacement of Certificated Employees. Pursuant to CTC requirements, upon request Institution shall provide written certification to University that each Intern placed with Institution has not displaced a certificated Institution employee, which shall enable University to verify to CTC that all statutory and CTC requirements have been met.
9. Teacher and Special Education Intern Support.
 - a. To support Education Credential Interns, Institution and University will each provide a qualified supervisor to assist each Intern in a Program. Institution supervisors are called Site Support Providers ("SSP"). University supervisors are called University Support Providers ("USP"). Institution SSP will mentor, coach and consult with interns on all areas of responsibility as a teacher of record by observing lessons with pre- and post-debriefing protocols to provide weekly course planning, modeling and coaching with attention to differentiated instruction for English Learners; assessment of language needs and progress; and support for language accessible instruction. A minimum of two hours of support / mentoring and supervision must be provided to an intern every five instructional days.
 - b. SSP shall hold a valid Clear or Life Credential in the content area for which they are providing supervision, three years of successful teaching experience, hold a valid English Learner Authorization or CLAD Certificate issued pursuant to section 80015 or valid bilingual authorization issued pursuant to section 80015.1, and must have demonstrated exemplary teaching practices.
 - c. SSP must complete an orientation to the program's expectations to be knowledgeable regarding program curriculum and assessments. For Teacher Education and Special Education support, SSP orientation includes a minimum of 10 hours of initial orientation provided through the University. The program curriculum provides effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, program curriculum and assessments, including the Teaching Performance Expectations (TPEs) and the California Teaching Performance Assessment (Cal TPA) or Educational Specialist California Teaching Performance Assessment (EdSp CalTPA).
 - d. SSP and USP will together meet periodically with Interns to ensure Interns are following the California standards for the specific credential each Intern is seeking to obtain.
 - e. SSP and USP will meet without the Intern to discuss the Intern's progress, as needed.
 - f. Concurrent with an Intern's experience at Institution, University will hold program orientation seminars for Interns and stated-approved training seminars for SSP. University representatives will review supervising techniques, establish procedures for conducting observations and provide assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to SSP.
 - g. Institution will include Interns in appropriate Institution support programs and regularly scheduled staff development activities.
 - h. Institution will designate a liaison, to ensure supervision and support assistance is provided to Interns at a minimum of 2 hours a week while employed as the teacher of record.
 - i. Institution and University will share supervision and ongoing support requirements totaling a minimum of 144 hours per school year. Interns without English Language Authorization must receive 45 hours of focused English Language instruction support per school year; (b)(5)(B) requires the employer to identify and individual with EL authorization who will be immediately available to assist an intern teacher who does not yet hold EL authorization. USP will monitor the completion of employer-provided support via an Intern Support Verification Form to verify the clockwork hours provided

by SSP and/or employer support personnel. Forms must be submitted as part of the intern's clinical practice course assignments. Program faculty, program supervisors, and Institution-employed supervisors monitor and support Candidates during their progress towards mastering the TPEs.

- j. Employers who hire/place or wish to backdate interns outside National University clinical practice state offerings are required to provide 100% of the state mandated support (4 hours per week of general support, and 1.25 hours of EL specific support if the intern does not hold EL authorization) until the next available start date at which point the USP will provide University support services as noted in article (8.h.).
 - k. National University provides Institution-employed supervisors with a minimum of 10 hours of initial orientation to the program curriculum, about effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices. The program ensures that Institution employed supervisors remain current in the knowledge and skills for Candidate supervision and program expectations.
 - l. Institution with interns must have a fully qualified Credentialed administrator.
 - m. University may request use of video capture for Candidate reflection and CalTPA, EdSp CalTP, or CalAPA (California Administrator Performance Assessment) completion to reflect to the extent possible Intern's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards. Institution shall inform Special Education Credential Interns of video recording policies in place for the CalTPA, EdSp CalTPA, or CalAPA task video capture requirement.
10. School Counseling Intern Support
- a. To support Services Credential Interns, Institution and University will each provide a qualified supervisor to assist each Intern in a Pupil Personnel Services Credential: School of Counseling.
 - b. SSP shall refer to an employee of the Institution holding a valid Pupil Personnel Services or other credential issued by the CTC or equivalent certification recognized by the Institution typically with two (2) or more years' experience as a school counselor.
 - c. Clinical practice shall refer to the participation by a Candidate in the duties and functions of a school counselor and may include school attendance worker under the direct supervision and instruction of one (1) or more Clinical Practice Supervisors holding a PPS School Counseling Credential.
 - d. Paid interns may complete all 600 hours at their site of employment. Up to one hundred fifty (150) clock hours shall be devoted to issues of diversity. This may be satisfied with up to 100 clock hours in a diversity program or with the development and implementation of a program that addresses diversity issues. AND, at least fifty (50) clock hours shall be with at least ten (10) pupils (individually or in a group) of a racial and ethnic background different from that of the Candidate. OR, all 150 clock hours with pupils of a racial and ethnic background different from that of the Candidate.
 - e. Institution and University shall independently determine the qualifications of their respective supervisors.
 - f. SSP and USP will together meet periodically with Interns to ensure Interns are following the California standards for the services credential each intern is seeking to obtain.
 - g. SSP and USP will meet without the Intern to discuss the Intern's progress, as needed.
 - h. Concurrent with an Intern's experience at Institution, Institution may hold Program orientation seminars for Interns. An initial meeting is held with the SSP' training, University representatives to review supervising techniques, establish procedures for conducting observations and providing assistance, introduce forms used in the Program, and communicate intern schedules.
 - i. Institution will include Interns in appropriate Institution support programs and regularly scheduled staff development activities.
 - j. Institution will designate a liaison to ensure supervisory and support assistance to Interns at Institution.
 - k. USP will maintain contact with Interns on or off-site on a regularly scheduled basis to monitor each Intern's progress.
 - l. School Counseling Fieldwork Candidate Duties (may include, but are not limited to):
 - i. Attend regular supervision sessions with PPS credentialed site supervisor.
 - ii. In collaboration with site supervisor, provide individual counseling to students with social, emotional, and behavioral issues.
 - iii. Be an advocate to all students.
 - iv. Assist with Special Education consultation.
 - v. Collaborate and consult with parents and teachers to provide appropriate referrals.
 - vi. Collaboration with special education teachers in implementing RTI.
 - vii. Review of Special Education/Cumulative Records.
 - viii. Conduct classroom observations in General Ed./Special Ed. classrooms.
 - ix. Attend Individual Educational Plan (IEP) meetings.
 - x. Facilitate Group Counseling sessions.
 - xi. Provide teacher/parent consultation.
 - xii. Design and implement behavioral Interventions.
 - xiii. Participate in Student Study Teams (SST's).
 - xiv. Help provide school-wide positive behavioral intervention support.

- xv. Provide intervention and consultation activities with students and families from culturally and linguistically diverse backgrounds.
- xvi. Provide comprehensive school counseling services as required by the American School counseling Association's (ASCA) National Model.

11. School Psychology Intern Support

- a. To support Services Credential Interns, Institution and University will each provide a qualified supervisor to assist each Intern in a Pupil Personnel Services School Counseling, Pupil Personnel Services School Psychology, and Administrative Services Programs.
- b. SSP shall refer to an employee of the Institution holding a valid Pupil Personnel Services or other credential issued by the CTC or equivalent certification recognized by the Institution typically with two (2) or more years' experience as a psychologist.
- c. USP shall refer to an employee of the University holding a valid Pupil Personnel Services or other credential issued by the CTC or equivalent certification recognized by the Institution typically with two (2) or more years' experience as a psychologist.
- d. Clinical Practice Assignment shall typically refer to a full day of Clinical Practice consisting of five (5) days a week for twelve (12) to eighteen (18) weeks, dependent upon the program. Clinical Practice Assignment shall satisfy all requirements set by the commission.
- e. The School Psychology Internship totals a minimum of 1,200 clock hours field experience. Candidates must obtain hours in two (2) out of the three (3) levels (e.g., elementary, middle, and high school) over the 1,200 clock hours.
- f. Clinical practice shall refer to the participation by an Intern in the duties and functions of a psychologist or school attendance worker under the direct supervision and instruction of one or more Commission qualified Clinical Practice Supervisors.
- g. Institution and University shall independently determine the qualifications of their respective supervisors.
- h. SSP and USP will together meet periodically with Interns to ensure Interns are following the California standards for the services credential each intern is seeking to obtain.
- i. SSP and USP will meet without the Intern to discuss the Intern's progress, as needed.
- j. Concurrent with an Intern's experience at Institution, Institution may hold Program orientation seminars for Interns and training seminars for SSP. Institution representatives will review supervising techniques, established procedures for conducting observations and providing assistance, introduce forms used within the Institution, communicate needs, and/or offer further training and materials to support Interns and Institution needs.
- k. Institution will include Interns in appropriate Institution support programs and regularly scheduled staff development activities.
- l. Institution will designate a liaison to ensure supervisory and support assistance to Interns at Institution.
- m. USP will visit Interns at their sites on a regularly scheduled basis to monitor each Intern's progress.
- n. School Psychology Internship Candidate Duties (may include, but are not limited to):
 - i. Special Education IEP Consultation & Presentation of Psycho-Educational Assessment Results.
 - ii. Writing Psycho-Educational Reports which shall be reviewed by the Institution Supervisor.
 - iii. Collaborate and consult with parents and teachers to provide Referrals to Parents/Teachers.
 - iv. Design and Implement RtI/MTSS Interventions – both academic and behavioral/mental health.
 - v. Review of Special Education/Cumulative Records.
 - vi. Conduct Classroom Observations in General Ed./Special Ed. Classrooms.
 - vii. Conduct Psycho-Educational Assessments-Full.
 - viii. Facilitate Group/Individual Counseling.
 - ix. Teacher/Parent Consultation.
 - x. Design and Implement Behavioral Interventions.
 - xi. Participate in Study Team Consultation.
 - xii. Participate in Mandatory On-going weekly Supervision with Credentialed School Psychologist for a minimum of two hours a week.
 - xiii. Documentation of services (e.g., assessment logs, evaluations) required by Institution and verified by the supervising school psychologist.
 - xiv. School-wide positive behavioral intervention support.
 - xv. Assessment, intervention and consultation activities with students and families from culturally and linguistically diverse backgrounds.
 - xvi. Comprehensive and balanced school psychological services as required by the National Association of school Psychologists (NASP) Domains of Practice and Internship experience.

12. Preliminary Administrative Services Intern Support

Preliminary Administrative Services Interns must complete a range of activities in educational settings. Settings must:

- a. Support the Candidate's ability to complete the CalAPA.
 - b. Demonstrate commitment to collaborative student-centered practices and continuous program improvement.
 - c. Support partnerships with education, social, and community entities that support teaching and learning for all students
 - d. Create a learning culture to support all students.
 - e. Understand and reflect socioeconomic and cultural diversity.
 - f. Support the Candidates to access data, work with other educators, and observe teaching practice.
 - g. Permit video capture for Candidate reflection and CalAPA completion to reflect to the extent possible Intern's knowledge skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards. Institution shall inform Credential Intern of video recording policies in place for the CalAPA task video capture requirement.
 - h. SSP and USP will meet periodically with Interns to ensure Interns are following the California standards for the specific credential each Intern is seeking to obtain.
13. Academic Responsibility. University shall have exclusive control over all academic issues involving the Programs, which shall include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection and approval of faculty; admission, registration, and retention of Interns; evaluation of Interns' prior experience and education; evaluation of Interns' academic progress; scheduling courses; awarding academic credit; and conferring degrees.
14. Duration of Internship. Once a Candidate has been accepted as an Intern by Institution, and if the Candidate remains in good standing in the Program at University and within the Institution's policies and performance standards, the Intern will be permitted to finish their internship at Institution. However, an Intern who performs below acceptable Institution or University standards, after appropriate support and advice efforts have been exhausted, may be removed from the paid internship position by the Institution and/or removed from their Program by the University. All services provided by University and Institution pursuant to this Agreement shall terminate upon an Intern's removal from the Institution or termination of participation in a Program.
15. Assessment. Assessment is a function of Clinical Practice in the Teacher Education Internship program (for the Teacher Education Internship Credential), and the Specialist Education Internship (for the Special Education Internship Credential), Intern Field Experience course (for the Preliminary Administrative Services Internship Credential) the School Counseling and School Psychology (for the Pupil Personnel Services Internship Credential) programs. Candidates in those classes will pre-assess their teaching or administrative skills, develop a plan for growth, and assess their growth at the close of the course(s). This pre-assessment, development and post-assessment will occur in collaboration with the SSP and the USP.
16. Video Assessment. Institution and University agree the use of video recording equipment on any Institution property, including but not limited to, Institution classrooms, is solely for the purpose of assessing Interns as part of the credentialing process. The Institution shall provide University Site Support Providers and Interns with any or all applicable rules, regulations, and instructions relating to the assessment. The University and Institution agree no video recording of any Intern will occur without prior written notification of the name of the Intern as well as date, time, and location of the video recording to the principal of the school where the video recording is to take place. Principal of the Institution shall provide written approval of said recording; subject to the parent/guardian authorizations set forth in this section.
17. Control, Supervision, Evaluation of Video Recording. The control, supervision, evaluation, and/or direction of all student teachers and any other University personnel in connection with the assessment of the student teachers, including, but not limited to, all classroom video recording of the student teachers, shall be at the University's sole discretion.
- The University and Institution agree no video recording of any Institution student shall be permitted to occur without the express written approval and authorization from the students' parent/guardian
18. Indemnity. The Institution shall defend, indemnify and hold the University, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Institution, its officers, employees, or agents.

The University shall defend, indemnify and hold the Institution, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, 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, or agents.

19. Relationship of Parties. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture, partnership, or agency relationship between the parties.
20. Publicity. Neither University nor Institution shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.
21. Records. It is understood and agreed that all employment records shall remain the property of Institution, and all student records, including Intern assessments, will remain the property of University.
22. Entire Agreement and Severability. If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. This Agreement contains the entire agreement between the parties pertaining to the transaction and may not be amended unless in writing, signed by both parties.
23. Confidentiality of Student Intern Records. For purposes of this Agreement and any University Program Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), University designates Institution and its Facilities/Educational Sites as having a legitimate educational interest in the educational records of any student who participates in the Internship Credential Program to the extent that access to the records is required by Institution programs or facilities to which the Candidate is assigned to carry out the relevant educational experience. Institution and its organizational components (i.e., programs) agree to maintain the confidentiality of each Candidate's educational record in accordance with the provisions of FERPA.
24. Confidentiality of Institution Pupil Records. No Intern will have access to or have the right to receive any Institution pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the Internship program. The discussion, transmission, or narration in any form by Interns of any individually identifiable pupil information, educational, medical, or otherwise, which is obtained in the course of the Internship program, is forbidden except as a necessary part of the practical Internship experience. To the extent an Intern is given access, they are subject to the privacy regulations outlined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"). Otherwise, Interns shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the internship experience with University, its employees, agents or others.
25. Limitation of Liability. Limitation of Liability, except for obligations to make payment under this Contract, Liability for Indemnification, Liability for Breach of Confidentiality, or Liability for Infringement or Misappropriation of Intellectual Property Rights, in no event shall either Party or any of its Representatives be liable under this Contract to the other Party of any Third Party for Consequential, Indirect, Incidental, Special, Exemplary, Punitive, or Enhanced Damages, Lost Profits or Revenues or Diminution in Value arising out of, or relating to, and/or in connection with any Breach of this Contract, regardless of whether such damages were foreseeable, whether or not it was advised of the possibility of such damages and the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.
26. Certificate of Clearance. In accordance with California Education Code Section 44320, each credential Candidate prior to assignment to Institution must obtain at their sole expense a "Certificate of Clearance," which includes a complete Live Scan Service. The University will ensure that Candidates receive a Certificate prior to beginning their assignment in the Institution or hold a valid document issued by the CTC accounting for fingerprint clearance.
27. Tuberculosis Clearance. In accordance with the California Education Code Section 49406, each Intern must obtain, at the Intern's sole expense, an examination by a licensed physician or surgeon within the past sixty (60) days to determine that they are free of active tuberculosis, prior to beginning the Intern's assignment in the Institution.
28. Infectious Diseases. Institution shall inform and advise Interns and any USP regarding the current status of infectious diseases at Institution prior to arriving on site as well as provide appropriate PPE.
29. Non-Discrimination. The Institution and University agree not to discriminate against any employee, faculty member, supervisor, or Candidate of or relating to this Agreement or the Services on the basis of race, color, religion, sex, ancestry, age, national origin or disability (as defined in The Americans with Disabilities Act of 1990, 42 USC 12101, et seq. and any regulation promulgated thereunder) or any other unlawful basis.

- 30. Arbitration. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.
- 31. Entire Agreement and Severability. If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. This Agreement contains the entire agreement between the parties pertaining to the transaction and may not be amended unless in writing, signed by both parties.
- 32. Assignment. Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
- 33. Notices. All notices or other communications given under this Agreement will be in writing and sent to the addressee listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered personally or by overnight mail, or effective three days after mailing if by certified mail, return receipt requested.
- 34. Representations. Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue after the Agreement terminates.
- 35. General Provisions. The Agreement: (a) will be binding and enforceable by the parties and their respective successors or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures; (c) will be governed by California law; and (d) has been executed at San Diego, California.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date first written above.

University: National University

Institution: Chino Valley Unified School District

By: _____
Dave C. Lawrence, MBA, EdD
Vice Chancellor, Finance

By: _____
Name:
Title:

Dated: _____

Dated: _____

University Contact Information:
Contract Coordinator
National University
9980 Carroll Canyon Road
San Diego, CA 92131
Telephone (858) 642-8310
credcontracts@nu.edu

Telephone: _____
Address: _____

EXHIBIT A

Internship Programs

Institution and University wish to partner to support the following Programs:

Inspired Teaching and Learning Teacher Education Internship Credential
Special Education Internship Credential
Preliminary Administrative Services Internship Credential
Pupil Personnel Services Internship Credential: School of Counseling
Pupil Personnel Services Internship Credential: School of Psychology

Honorariums:

Honorarium amount of \$300 per course is paid to the following programs:

Inspired Teaching and Learning Teacher Education Internship Credential
Special Education Internship Credential
Preliminary Administrative Services Internship Credential

Honorarium amount of \$150 per course is paid to the following programs:

Pupil Personnel Services Internship Credential: School of Counseling
Pupil Personnel Services Internship Credential: School of Psychology

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 15, 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 5131.2 STUDENTS – BULLYING

=====

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 5131.2 Students – Bullying of Students is being updated to reflect new law Assembly Bill (AB) 1127, which requires a district to approve an intradistrict transfer request for a victim of bullying and, if the district does not have another school with the same grade level, allows a victim of bullying to transfer out of the district. Also, the District is updating adopted procedures for preventing acts of bullying, including cyberbullying to reflect that procedures are in accordance with law and the District’s Uniform Complaint Procedures (UCP) specified in Administrative Regulation 1312.3.

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 5131.2 Students – Bullying.

FISCAL IMPACT

None.

NE:LF:SJ:rtr

BULLYING

The Board of Education recognizes the harmful effects of bullying on STUDENT WELL-BEING, student learning, and school attendance and desires to provide A safe school environments that protectS students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student. No individual or group shall, through physical, written, verbal, VISUAL, or other means, harass, sexually harass, threaten, intimidate, ~~retaliate~~, cyberbully, cause bodily injury to, or commit hate violence against any ~~other~~ student or school personnel, OR RETALIATE AGAINST THEM FOR FILING A COMPLAINT OR PARTICIPATING IN THE COMPLAINT RESOLUTION PROCESS.

(cf. 5131 - Conduct)

(cf. 5136 - Gangs)

(cf. 5145.3 - Nondiscrimination/Harassment of Students)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

Cyberbullying includes the ELECTRONIC creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images ~~on the internet, social media, or other technologies using a telephone, computer, or any wireless communication device~~. Cyberbullying also includes breaking into another person's electronic account and assuming that person's ONLINE identity in order to damage that person's reputation.

(cf. 5145.2 - Freedom of Speech/Expression)

Strategies for addressing bullying in District schools shall be developed with involvement of key ~~stakeholders~~ EDUCATIONAL PARTNERS, including students, parents/guardians, and staff, and may be incorporated into the comprehensive safety plans, the local control and accountability plan, and other applicable District and school plans.

(cf. 0420 - School Plans/Site Councils)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 1220 - Citizen Advisory Committees)

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

(cf. 6020 - Parent Involvement)

As appropriate, the Superintendent or designee may collaborate with law enforcement, courts, social services, mental health services, and community organizations in the development and implementation of ~~joint~~ EFFECTIVE strategies to promote safety in schools and the community and to provide services for ~~alleged victims~~ COMPLAINANTS and ~~perpetrators~~ RESPONDENTS of bullying.

BULLYING (cont.)**Bullying Prevention**

To the extent possible, District schools shall focus on prevention of bullying by establishing clear rules for student conduct and implementing strategies to promote a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of District and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying.

(cf. 5137 - Positive School Climate)

As appropriate, the District shall provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

(cf. 6142.8 - Comprehensive Health Education)
 (cf. 6142.94 - History/Social Science Instruction)
 (cf. 6163.4 - Student Use of Technology)

~~Staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective response.~~

THE SUPERINTENDENT OR DESIGNEE SHALL MAKE AVAILABLE TO ALL CERTIFICATED STAFF AND TO OTHER EMPLOYEES WHO HAVE REGULAR INTERACTION WITH STUDENTS TRAINING ON THE DYNAMICS OF BULLYING AND CYBERBULLYING, INCLUDING THE IDENTIFICATION OF BULLYING AND CYBERBULLYING AND THE IMPLEMENTATION OF STRATEGIES TO ADDRESS BULLYING. (Education Code 32283.5)

(cf. 4131 - Staff Development)
 (cf. 4231 - Staff Development)
 (cf. 4331 - Staff Development)

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

BULLYING (cont.)

School staff who witness an act of bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of ~~victims~~ COMPLAINANTS and ~~perpetrators~~ RESPONDENTS and may contact law enforcement.

The Superintendent, principal, or principal's designee may refer a ~~victim~~ COMPLAINANT, witness, ~~perpetrator~~ RESPONDENT, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

(cf. 6164.2 - Guidance/Counseling Services)

Report and Filing of Complaints

Any complaint of bullying, whether it is discriminatory or nondiscriminatory, shall be investigated and resolved in accordance with law and the District's ~~site-level grievance procedure specified in Administrative Regulation 5145.7~~ UNIFORM COMPLAINT PROCEDURES (UCP) SPECIFIED IN ADMINISTRATIVE REGULATION (AR) 1312.3.

(cf. 1312.3 - Uniform Complaint Procedures)

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

~~Stephanie Johnson~~
ANTONIA HUNT, ED.D
~~Director, Student Support Services~~
EQUITY, DIVERSITY, AND SUPPORT SYSTEMS COORDINATOR
~~13453 Ramona Avenue~~ 5130 RIVERSIDE DRIVE, Chino, CA 91710
(909) 628-1201 ext. ~~7750~~ 6745

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, district compliance officer, or any other available school employee. Within one business day of receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report his/her observation to the principal or district compliance officer, whether or not the ~~alleged victim~~ COMPLAINANT files a complaint.

BULLYING (cont.)

Within two business days of receiving a report of bullying, the principal shall notify the ~~Director of Student Support~~ DISTRICT COMPLIANCE OFFICER.

When a student is reported to be engaging in bullying off campus, the Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee also may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

When a report of bullying is submitted, the principal or ~~Director of Student Support Services~~ DISTRICT COMPLIANCE OFFICER shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with ~~AR 5145.7 Sexual Harassment Site Level Grievance Procedure~~ UCP AR 1312.3. The student who is the ~~alleged victim~~ COMPLAINANT of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

Investigation and Resolution of Complaints

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the UCP AR 1312.3. ~~District's Site Level Grievance Procedure specified in AR 5145.7.~~

If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

Discipline

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with District policies and regulations.

(cf. 5144 - Discipline)

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

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

BULLYING (cont.)

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

IF THE SUPERINTENDENT OR DESIGNEE BELIEVES IT IS IN THE BEST INTEREST OF A STUDENT WHOSE COMPLAINT HAS BEEN SUBSTANTIATED AS AN ACT OF BULLYING, AS DEFINED IN EDUCATION CODE 48900, THE SUPERINTENDENT OR DESIGNEE SHALL ADVISE THE STUDENT'S PARENTS/GUARDIANS THAT THE STUDENT MAY TRANSFER TO ANOTHER SCHOOL. IF THE PARENTS /GUARDIANS OF A STUDENT WHOSE COMPLAINT HAS BEEN SUBSTANTIATED AS AN ACT OF BULLYING REQUESTS A TRANSFER FOR THE STUDENT PURSUANT TO EDUCATION CODE 46600, THE SUPERINTENDENT OR DESIGNEE SHALL ALLOW THE TRANSFER IN ACCORDANCE WITH LAW AND DISTRICT POLICY ON INTRADISTRICT OR INTERDISTRICT TRANSFER, AS APPLICABLE.

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict Attendance)

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

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

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination
32282 Comprehensive safety plan
32283.5 Bullying; online training
35181 Governing board policy on responsibilities of students
35291-35291.5 Rules
46600 Student transfers
48900-48925 Suspension or expulsion
48985 Translation of notices
52060-52077 Local control and accountability plan

PENAL CODE

422.55 Definition of hate crime
647 Use of camera or other instrument to invade person's privacy; misdemeanor
647.7 Use of camera or other instrument to invade person's privacy; punishment
653.2 Electronic communication devices, threats to safety

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

UNITED STATES CODE, TITLE 47

254 Universal service discounts (e-rate)

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

110.25 Notification of nondiscrimination on the basis of age

COURT DECISIONS

Wynar v. Douglas County School District, (2013) 728 F.3d 1062

BULLYING (cont.)

J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094

Lavine v. Blaine School District, (2002) 279 F.3d 719

Management Resources:**CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS**

Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities & Facilities, Legal Guidance, March 2014

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

Addressing the Conditions of Children: Focus on Bullying, Governance Brief, December 2012

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

Cyberbullying: Policy Considerations for Boards, Policy Brief, rev. July 2010

Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Bullying Module

California's Social and Emotional Learning: Guiding Principles, 2018

Social and Emotional Learning in California: A Guide to Resources, 2018

Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008

Bullying at School, 2003

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist

California K-12 Schools in Responding to Immigration Issues, April 2018

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

Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014

Guidance to America's Schools: Bullying of Students with Disabilities, October 2014

Dear Colleague Letter: Guidance on Schools' Obligations to Protect Students from Student-on-Student Harassment on the Basis of Sex; Race, Color and National Origin; and Disability, October 26, 2010

Dear Colleague Letter: Harassment and Bullying, October 2010

WEBSITES

California School Boards Association: www.csba.org

California Department of Education, Safe Schools Office: www.cde.ca.gov/l/s/ss

California Office of the Attorney General: oag.ca.gov

Center on Great Teachers and Leaders: gtlcenter.org

Collaborative for Academic Social and Emotional Learning: casel.org

Common Sense Media: www.commonsensemedia.org

National School Safety Center: www.schoolsafety.us

Partnership for Children and Youth: www.partnerforchildren.org

U.S. Department of Education: www.ed.gov

Chino Valley Unified School District

Policy adopted: June 14, 2012

Revised: November 5, 2015

Revised: September 15, 2016

Revised: June 29, 2017

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 15, 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 5145.3 STUDENTS – NONDISCRIMINATION/HARASSMENT OF STUDENTS

=====

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 5145.3 Students – Nondiscrimination/Harassment of Students are being revised to reflect law prohibiting discrimination based on medical condition and to reflect law AB 34, which requires the District to post nondiscrimination policies, and specified state and federal laws regarding discrimination, bullying and harassment, in prominent location on the District’s website in a manner that is easily accessible to parents/guardians and students. Administrative Regulation updated to reflect AB 711, which requires the District to update a former student’s records upon receiving government-issued documentation or a written request for a name and/or gender change and clarify how District employees should handle requests by or on behalf of transgender and gender-nonconforming students when changing gender and legal name on student records. The update also broadens the section on “Transgender and Gender-Nonconforming Students” to support for intersex and nonbinary students and related definitions.

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 5145.3 Students – Nondiscrimination/Harassment of Students.

FISCAL IMPACT

None.

NE:LF:SJ:rtr

NONDISCRIMINATION/HARASSMENT OF STUDENTS

The Board of Education desires to provide a safe school environment that allows all students equal access and opportunities in the District's academic, extracurricular, and other educational support programs, services and activities. The Board of Education prohibits, at any District school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, targeted at any student by anyone, based on the student's actual or perceived race, color, ancestry, national origin, nationality, immigration status, ethnicity, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, MEDICAL CONDITION, sex, sexual orientation, gender, gender identity, or gender expression or genetic information, or association with a person or group with one or more of these actual or perceived characteristics.

(cf. 0410 - Nondiscrimination in District Programs and Activities) (cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 6164.6 - Identification and Education Under Section 504)

This policy shall apply to all acts CONSTITUTING UNLAWFUL DISCRIMINATION OR HARASSMENT related to school activity or to school attendance occurring within a District school, and to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school.

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also OCCURS WHEN ~~includes the creation of a hostile environment through~~ prohibited conduct that is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of education benefits or services.

NONDISCRIMINATION/HARASSMENT OF STUDENTS (cont.)

The Board of Education also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the District's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. ~~He/she shall provide information on the policy and complaint procedures related to discrimination.~~ IN ADDITION, THE SUPERINTENDENT OR DESIGNEE SHALL POST THE DISTRICT'S POLICIES PROHIBITING DISCRIMINATION, HARASSMENT, INTIMIDATION, AND BULLYING AND OTHER REQUIRED INFORMATION ON THE DISTRICT'S WEBSITE IN A MANNER THAT IS EASILY ACCESSIBLE TO PARENTS/GUARDIANS AND STUDENTS, IN ACCORDANCE WITH LAW AND THE ACCOMPANYING ADMINISTRATIVE REGULATION.

The Superintendent or designee shall regularly review the implementation of the District's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the District's educational program. ~~He/she~~ THE SUPERINTENDENT OR DESIGNEE shall report ~~his/her~~ THEIR findings and recommendations to the Board of Education after each review.

(cf. 1312.3 - Uniform Complaint Procedures)
 (cf. 1330 - Use of Facilities)
 (cf. 4131 - Staff Development)
 (cf. 4231 - Staff Development)
 (cf. 4331 - Staff Development)
 (cf. 6145 - Extracurricular and Cocurricular Activities)
 (cf. 6145.2 - Athletic Competition)
 (cf. 6164.2 - Guidance/Counseling Services)

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

NONDISCRIMINATION/HARASSMENT OF STUDENTS (cont.)

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension, or expulsion when behavior is severe or pervasive as defined in Education Code 48900.4. ANY EMPLOYEE WHO PERMITS OR ENGAGES IN PROHIBITED DISCRIMINATION, INCLUDING DISCRIMINATORY HARASSMENT, INTIMIDATION, RETALIATION, OR BULLYING, SHALL BE SUBJECT TO DISCIPLINARY ACTION, UP TO AND INCLUDING DISMISSAL.

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

(cf. 4218 - Suspension, Demotion or Dismissal)

(cf. 5144 - Discipline)

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

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

(cf. 5145.2 - Freedom of Speech/Expression)

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the District to monitor, address, and prevent repetitive prohibited behavior in District schools.

(cf. 3580 - District Records)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

48900.3 Suspension or expulsion for act of hate violence

48900.4 Suspension or expulsion for threats or harassment

48904 Liability of parent/guardian for willful student misconduct

48907 Student exercise of free expression

48950 Freedom of speech

48985 Translation of notices

49020-49023 Athletic programs

51500 Prohibited instruction or activity

51501 Prohibited means of instruction

60044 Prohibited instructional materials

CIVIL CODE

1714.1 Liability of parents/guardians for willful misconduct of minor

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

PENAL CODE

422.55 Definition of hate crime

422.6 Crimes, harassment

NONDISCRIMINATION/HARASSMENT OF STUDENTS (cont.)

CODE OF REGULATIONS, TITLE 5

432 Student record

4600-4670 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

12101-12213 Title II equal opportunity for individuals with disabilities

UNITED STATES CODE, TITLE 29

794 Section 504 of Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

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

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age Discrimination Act of 1975

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints_

CODE OF FEDERAL REGULATIONS, TITLE 34

99.31 Disclosure of personally identifiable information

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

110.25 Prohibition of discrimination based on age

COURT DECISIONS

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

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

Management Resources:

CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

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

FIRST AMENDMENT CENTER PUBLICATIONS

Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006

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

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016 Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter: Harassment and Bullying, October 2010

Notice of Non-Discrimination, Fact Sheet, August 2010

WEBSITES

California School Boards Association: www.csba.org

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

California Safe Schools Coalition: www.casafeschools.org

California Office of the Attorney General: oag.ca.gov

First Amendment Center: www.firstamendmentcenter.org

National School Boards Association: www.nsba.org

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

NONDISCRIMINATION/HARASSMENT OF STUDENTS (cont.)

Chino Valley Unified School District

Policy adopted: January 23, 1997

Revised: September 3, 1998

Revised: August 5, 2010

Revised: January 17, 2013

Revised: September 5, 2013

Revised: September 21, 2017

Revised: March 21, 2019

REVISED:

NONDISCRIMINATION/HARASSMENT OF STUDENTS

The ~~Board of Education~~ DISTRICT designates the individual(s) identified below as the employee(s) responsible for coordinating the District’s efforts to comply with applicable state and federal civil rights laws, ~~including Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Age Discrimination Act of 1975,~~ and to answer inquiries regarding the Districts nondiscrimination policies. THE INDIVIDUAL(S) SHALL ALSO SERVE AS THE COMPLIANCE OFFICER(S) SPECIFIED IN AR 1312.3 – UNIFORM COMPLAINT PROCEDURES AS THE RESPONSIBLE EMPLOYEE TO HANDLE COMPLAINTS ALLEGING UNLAWFUL DISCRIMINATION TARGETING A STUDENT, INCLUDING DISCRIMINATORY HARASSMENT, INTIMIDATION, OR BULLYING, BASED ON THE STUDENT’S ACTUAL 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, GENETIC INFORMATION, OR ANY OTHER LEGALLY PROTECTED STATUS OR ASSOCIATION WITH A PERSON OR GROUP WITH ONE OR MORE OF THESE ACTUAL OR PERCEIVED CHARACTERISTICS. The coordinator/compliance officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

~~Director of Student~~ EQUITY, DIVERSITY, & Support Services SYSTEMS
COORDINATOR
13453 5130 Ramona Avenue RIVERSIDE DRIVE
Chino, CA 91710
909-628-1201 Extension ~~7750~~ 6745
stephanieANTONIA_johnsonHUNT@chino.k12.ca.us

~~At the direction of the compliance officer, additional District administrators may assist in investigations within their area of expertise.~~

Measures to Prevent Discrimination

To prevent unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, of students at District schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

1. Publicize the District’s nondiscrimination policy and related complaint procedures, including the coordinator/compliance officer’s contact information, to students, parents/ guardians, employees, volunteers, and the general public by posting them ~~on the District’s website and other~~ IN prominent locations AND PROVIDING EASY ACCESS TO THEM THROUGH DISTRICT-SUPPORTED COMMUNICATIONS

NONDISCRIMINATION/HARASSMENT OF STUDENTS (cont.)

2. POST THE DISTRICT'S POLICIES AND PROCEDURES PROHIBITING DISCRIMINATION, HARASSMENT, STUDENT SEXUAL HARASSMENT, INTIMIDATION, BULLYING, AND CYBERBULLYING, INCLUDING A SECTION ON SOCIAL MEDIA BULLYING THAT INCLUDES ALL OF THE REFERENCES DESCRIBED IN EDUCATION CODE 234.6 AS POSSIBLE FORUMS FOR SOCIAL MEDIA, IN A PROMINENT LOCATION ON THE DISTRICT'S WEBSITE IN A MANNER THAT IS EASILY ACCESSIBLE TO PARENTS/GUARDIANS AND STUDENTS (Education Code 234.6)
3. 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 WEBSITE IN A MANNER THAT IS EASILY ACCESSIBLE TO PARENTS/GUARDIANS AND STUDENTS (Education Code 234.6)
- 2 4. Post in a prominent ~~and conspicuous~~ location on the District and school websites IN A MANNER THAT IS EASILY ACCESSIBLE TO PARENTS/GUARDIANS AND STUDENTS information regarding Title IX prohibitions against discrimination based on a student's sex, gender, gender identity, pregnancy, and parental status, including the following: (Education Code 221.6, 221.61, 234.6)
 - a. The name and contact information of the District's Title IX coordinator, including the phone number and email address
 - b. The rights of students and the public and the responsibilities of the District under Title IX, including a list of rights as specified in Education Code 221.8 and web links to information about those rights and responsibilities located on the websites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights (OCR)
 - c. A description of how to file a complaint of noncompliance ~~with~~ UNDER Title IX ~~in accordance with AR 1312.3—Uniform Complaint Procedures~~, which shall include:
 - i. AN EXPLANATION OF THE STATUTE OF LIMITATIONS WITHIN WHICH A COMPLAINT MUST BE FILED AFTER AN ALLEGED INCIDENT OF DISCRIMINATION HAS OCCURRED AND HOW A COMPLAINT MAY BE FILED BEYOND THE STATUTE OF LIMITATIONS
 - ii. AN EXPLANATION OF HOW THE COMPLAINT WILL BE INVESTIGATED AND HOW THE COMPLAINANT MAY FURTHER PURSUE THE COMPLAINT, INCLUDING WEB LINKS TO THIS INFORMATION ON THE OCR'S WEBSITE

NONDISCRIMINATION/HARASSMENT OF STUDENTS (cont.)

- iii. A WEB LINK TO THE OCR COMPLAINTS FORM AND THE CONTACT INFORMATION FOR THE OFFICE, INCLUDING THE PHONE NUMBER AND EMAIL ADDRESS FOR THE OFFICE
 - d. A LINK TO THE TITLE IX INFORMATION INCLUDED ON THE CALIFORNIA DEPARTMENT OF EDUCATION'S (CDE) WEBSITE
- 5. POST A LINK TO STATEWIDE CDE-COMPILED RESOURCES, INCLUDING COMMUNITY-BASED ORGANIZATIONS, THAT PROVIDE SUPPORT TO YOUTH WHO HAVE BEEN SUBJECTED TO SCHOOL-BASED DISCRIMINATION, HARASSMENT, INTIMIDATION, OR BULLYING AND TO THEIR FAMILIES. SUCH RESOURCES SHALL BE POSTED IN A PROMINENT LOCATION ON THE DISTRICT'S WEBSITE IN A MANNER THAT IS EASILY ACCESSIBLE TO PARENTS/GUARDIANS AND STUDENTS. (EDUCATION CODE 234.5, 234.6)
- 3. 6. Provide to students a handbook that contains age-appropriate information that clearly describes the District's nondiscrimination policy, procedures for filing a complaint, AND RESOURCES AVAILABLE TO STUDENTS WHO FEEL THAT THEY HAVE BEEN THE VICTIM OF ANY SUCH BEHAVIOR. (~~Education Code 234.1~~)
- 4. 7. Annually notify all students and parents/guardians of the District's nondiscrimination policy, including its responsibility to provide a safe, nondiscriminatory school environment for all students, ~~including transgender and gender-nonconforming students~~. THE NOTICE SHALL INFORM STUDENTS AND PARENTS/GUARDIANS THAT THEY MAY REQUEST TO MEET WITH THE COMPLIANCE OFFICER TO DETERMINE HOW BEST TO ACCOMMODATE OR RESOLVE CONCERNS THAT MAY ARISE FROM THE DISTRICT'S IMPLEMENTATION OF ITS NONDISCRIMINATION POLICIES. THE NOTICE SHALL ALSO INFORM ALL STUDENTS AND PARENTS/GUARDIANS THAT, TO THE EXTENT POSSIBLE, THE DISTRICT WILL ADDRESS ANY INDIVIDUAL STUDENT'S INTERESTS AND CONCERNS IN PRIVATE.

(cf. 5145.6 - Parental Notification)

- 5. 8. The Superintendent or designee shall ensure that students and parents/guardians, including those with limited English proficiency, are notified of how to access the relevant information provided in the District's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand.

NONDISCRIMINATION/HARASSMENT OF STUDENTS (cont.)

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning nondiscrimination shall be translated into that language in accordance with Education Code 234.1 and 48985. IN ALL OTHER INSTANCES, THE DISTRICT SHALL ENSURE MEANINGFUL ACCESS TO ALL RELEVANT INFORMATION FOR PARENTS/GUARDIANS WITH LIMITED ENGLISH PROFICIENCY.

6. 9. Provide to students, employees, and parents/guardians information regarding the District's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; information shall include guidelines the District may use to provide a discrimination-free environment for all District students, including transgender and gender-nonconforming students.
7. 10. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so. (Education Code 234.1)
8. 11. At the beginning of each school year, inform each principal or designee of the District's responsibility to provide appropriate assistance or resources to protect students from threatened or potentially discriminatory behavior and ensure their privacy rights.

Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce Board Policy 5145.3 – Nondiscrimination/Harassment of Students. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti
(cf. 5131.5 - Vandalism and Graffiti)
2. Providing information to students, staff, and parents/guardians about unlawful discrimination, how to report it or file a complaint
3. Disseminating and/or summarizing the District's policy and regulation regarding unlawful discrimination
4. Consistency with the laws regarding the confidentiality of student records, communicating ~~the school's response~~ to students, parents/guardians, and the community

NONDISCRIMINATION/HARASSMENT OF STUDENTS (cont.)

(cf. 5125 - Student Records)

5. Taking appropriate disciplinary action against students and anyone determined to have engaged in wrongdoing in violation of District policy, including any student who is found to have filed a complaint of discrimination that ~~he/she~~ THE STUDENT knew was not true

(cf. 5144 - Discipline)

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

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

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

Process for Initiating and Responding to Complaints

Any student who feels that ~~he/she has~~ THEY HAVE been subjected to unlawful discrimination described above or in District policy is strongly encouraged to immediately contact the principal, any other staff member or compliance officer. In addition, any student who observes any such incident is strongly encouraged to report the incident to the principal, any other staff member, compliance officer, or designee, whether or not the alleged ~~victim~~ COMPLAINANT files a complaint.

Any school employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, or to whom such an incident is reported shall report the incident to the principal, compliance officer, or designee, within a school day, whether or not the alleged ~~victim~~ COMPLAINANT files a complaint.

Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When a ~~verbal~~ report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is made to or received by the principal or compliance officer, or designee, ~~he/she~~ THEY shall ~~make a note of the report and encourage~~ NOTIFY the student or parent/guardian OF THE RIGHT to file the A FORMAL complaint in writing, pursuant to Administrative Regulation 5145.7—~~Sexual Harassment~~. ACCORDANCE WITH ADMINISTRATIVE REGULATION 1312.3 - UNIFORM COMPLAINT PROCEDURES OR, FOR COMPLAINTS OF SEXUAL HARASSMENT THAT MEET THE FEDERAL TITLE IX DEFINITION, ADMINISTRATIVE REGULATION 5145.71 - TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES. Once notified verbally or in writing, the principal or compliance officer, or designee, shall begin the investigation and shall implement immediate measures necessary to stop the discrimination and ensure that all students have access to the educational program and a safe school environment. Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant ~~or a student who is the victim of the alleged unlawful discrimination~~ RESPONDENT.

NONDISCRIMINATION/HARASSMENT OF STUDENTS (cont.)

Any report or complaint alleging unlawful discrimination by the principal, compliance officer, designee, or any other person to whom a report would ordinarily be made, or complaint filed shall instead be made to or filed with the Superintendent or designee who shall determine how the complaint will be investigated.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

INTERSEX, NONBINARY, Transgender and Gender-Nonconforming Students

Gender identity of a student means the student's gender-related identity, appearance, or behavior as determined from the student's internal sense, ~~of his/her gender~~, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

Gender expression means a student's gender-related appearance and behavior, whether stereotypically associated with the student's assigned sex at birth. (Education Code 210.7)

Gender transition refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations.

INTERSEX STUDENT MEANS A STUDENT WITH NATURAL BODILY VARIATIONS IN ANATOMY, HORMONES, CHROMOSOMES, AND OTHER TRAITS THAT DIFFER FROM EXPECTATIONS GENERALLY ASSOCIATED WITH FEMALE AND MALE BODIES.

NONBINARY STUDENT MEANS A STUDENT WHOSE GENDER IDENTITY FALLS OUTSIDE OF THE TRADITIONAL CONCEPTION OF STRICTLY EITHER FEMALE OR MALE, REGARDLESS OF WHETHER OR NOT THE STUDENT IDENTIFIES AS TRANSGENDER, WAS BORN WITH INTERSEX TRAITS, USES GENDER-NEUTRAL PRONOUNS, OR USES AGENDER, GENDERQUEER, PANGENDER, GENDER NONCONFORMING, GENDER VARIANT, OR SUCH OTHER MORE SPECIFIC TERM TO DESCRIBE THEIR GENDER.

Transgender student means a student whose gender identity is different from the gender ~~he/she was~~ assigned at birth.

~~Regardless of whether they are sexual in nature,~~ THE DISTRICT PROHIBITS acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression, or that have the purpose or effect of producing a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment, **REGARDLESS OF**

NONDISCRIMINATION/HARASSMENT OF STUDENTS (cont.)

WHETHER THE ACTS are SEXUAL IN NATURE ~~prohibited~~. EXAMPLES OF THE TYPES OF CONDUCT WHICH ARE PROHIBITED IN THE DISTRICT AND WHICH MAY CONSTITUTE GENDER-BASED HARASSMENT INCLUDE, BUT ARE NOT LIMITED TO:

1. REFUSING TO ADDRESS A STUDENT BY A NAME AND THE PRONOUNS CONSISTENT WITH THE STUDENT'S GENDER IDENTITY
2. DISCIPLINING OR DISPARAGING A STUDENT OR EXCLUDING THE STUDENT FROM PARTICIPATING IN ACTIVITIES, FOR BEHAVIOR OR APPEARANCE THAT IS CONSISTENT WITH THE STUDENT'S GENDER IDENTITY OR THAT DOES NOT CONFORM TO STEREOTYPICAL NOTIONS OF MASCULINITY OR FEMININITY, AS APPLICABLE
3. BLOCKING A STUDENT'S ENTRY TO THE RESTROOM THAT CORRESPONDS TO THE STUDENT'S GENDER IDENTITY
4. TAUNTING A STUDENT BECAUSE THE STUDENT PARTICIPATES IN AN ATHLETIC ACTIVITY MORE TYPICALLY FAVORED BY A STUDENT OF THE OTHER SEX
5. REVEALING A STUDENT'S GENDER IDENTITY TO INDIVIDUALS WHO DO NOT HAVE A LEGITIMATE NEED FOR THE INFORMATION, WITHOUT THE STUDENT'S CONSENT
6. USING GENDER-SPECIFIC SLURS
7. PHYSICALLY ASSAULTING A STUDENT MOTIVATED BY HOSTILITY TOWARD THE STUDENT BECAUSE OF THE STUDENT'S GENDER, GENDER IDENTITY, OR GENDER EXPRESSION

~~Administrative Regulation 5145.7~~ THE DISTRICT'S UNIFORM COMPLAINT PROCEDURES (AR 1312.3) OR TITLE IX SEXUAL HARASSMENT PROCEDURES (AR 5145.71), AS APPLICABLE, shall be used to report and resolve complaints alleging discrimination against INTERSEX, NONBINARY, transgender and gender-nonconforming students.

EXAMPLES OF BASES FOR COMPLAINTS INCLUDE, BUT ARE NOT LIMITED TO, THE ABOVE LIST, AS WELL AS IMPROPER REJECTION BY THE DISTRICT OF A STUDENT'S ASSERTED GENDER IDENTITY, DENIAL OF ACCESS TO FACILITIES THAT CORRESPOND WITH A STUDENT'S GENDER IDENTITY, IMPROPER DISCLOSURE OF A STUDENT'S GENDER IDENTITY, DISCRIMINATORY ENFORCEMENT OF A DRESS CODE, AND OTHER INSTANCES OF GENDER-BASED HARASSMENT.

NONDISCRIMINATION/HARASSMENT OF STUDENTS (cont.)

To ensure that INTERSEX, NONBINARY, transgender and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the District shall address each situation on a case-by-case basis, in accordance with the following guidelines:

1. Right to privacy: ~~a~~A student's INTERSEX, NONBINARY, transgender or gender-nonconforming status is ~~his/her~~ THE STUDENT'S private information. ~~and~~ THE DISTRICT SHALL DEVELOP STRATEGIES TO PREVENT UNAUTHORIZED DISCLOSURE OF STUDENTS' PRIVATE INFORMATION. SUCH STRATEGIES MAY INCLUDE, BUT ARE NOT LIMITED TO, COLLECTING OR MAINTAINING INFORMATION ABOUT STUDENT GENDER ONLY WHEN RELEVANT TO THE EDUCATIONAL PROGRAM OR ACTIVITY, PROTECTING OR REVEALING A STUDENT'S GENDER IDENTITY AS NECESSARY TO PROTECT THE HEALTH OR SAFETY OF THE STUDENT, AND KEEPING A STUDENT'S UNOFFICIAL RECORD SEPARATE FROM THE OFFICIAL RECORD. ~~†~~The District shall only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the District has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. In any case, the District shall only allow disclosure of a student's personally identifiable information to employees with a legitimate educational interest as determined by the District pursuant to 34 CFR 99.31. Any District employee to whom a student's INTERSEX, NONBINARY, transgender or gender-nonconforming status is disclosed shall keep the student's information confidential. When disclosure of a student's gender identity is made to a District employee by a student, the employee shall seek the student's permission to notify the compliance officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless ~~he/she~~ THE EMPLOYEE is required to disclose or report the student's information pursuant to this administrative regulation, and shall inform the student that honoring the student's request may limit the District's ability to meet the student's needs related to ~~his/her~~ THE STUDENT'S status as an INTERSEX, NONBINARY, transgender or gender-nonconforming student. If the student permits the employee to notify the compliance officer, the employee shall do so within three school days.

As appropriate, given the student's need for support, the compliance officer may discuss with the student any need to disclose the student's INTERSEX, NONBINARY, transgender or gender-nonconformity status or gender identity or gender expression to ~~his/her~~ THE STUDENT'S parents/guardians and/or others, including other students, teacher(s), or other adults on campus. The District shall offer support services, such as counseling, to students who wish to inform their parents/guardians of their status and desire assistance in doing so.

NONDISCRIMINATION/HARASSMENT OF STUDENTS (cont.)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

2. Determining a student's gender identity: ~~†~~The compliance officer shall accept the student's assertion of his/her gender identity and begin to treat the student consistent with his/her THAT gender identity unless District personnel present a credible and supportable basis for believing that the student's assertion is for an improper purpose.

3. Addressing a student's transition needs: ~~†~~The compliance officer shall arrange a meeting with the student and, if appropriate, his/her THE STUDENT'S parents/guardians to identify and develop strategies for ensuring that the student's access to educational programs and activities is maintained. THE MEETING SHALL DISCUSS THE INTERSEX, NONBINARY, TRANSGENDER, OR GENDER-NONCONFORMING STUDENT'S RIGHTS AND HOW THOSE RIGHTS MAY AFFECT AND BE AFFECTED BY THE RIGHTS OF OTHER STUDENTS AND SHALL ADDRESS SPECIFIC SUBJECTS RELATED TO THE STUDENT'S ACCESS TO FACILITIES AND TO ACADEMIC OR EDUCATIONAL SUPPORT PROGRAMS, SERVICES, OR ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, SPORTS AND OTHER COMPETITIVE ENDEAVORS. In addition, the compliance officer shall identify specific school site employee(s) to whom the student may report any problem related to his/her THE STUDENT'S status as an INTERSEX, NONBINARY, transgender or gender-nonconforming individual, so that prompt action ~~could~~ CAN be taken to address it. ALTERNATIVELY, IF APPROPRIATE AND DESIRED BY THE STUDENT, THE SCHOOL MAY FORM A SUPPORT TEAM FOR THE STUDENT THAT WILL MEET PERIODICALLY TO ASSESS WHETHER THE ARRANGEMENTS FOR THE STUDENT ARE MEETING THE STUDENT'S EDUCATIONAL NEEDS AND PROVIDING EQUAL ACCESS TO PROGRAMS AND ACTIVITIES, EDUCATE APPROPRIATE STAFF ABOUT THE STUDENT'S TRANSITION, AND SERVE AS A RESOURCE TO THE STUDENT TO BETTER PROTECT THE STUDENT FROM GENDER-BASED DISCRIMINATION.

4. Accessibility to sex-segregated facilities, programs, and activities: ~~w~~When the District maintains sex-segregated facilities, such as restrooms and locker rooms, or offers sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs, students shall be permitted to access facilities and participate in programs and activities consistent with their gender identity. To address any student's privacy concerns in using sex-segregated facilities, the District shall offer available options such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, ~~access to a staff member's office,~~ or use of the locker room before or

NONDISCRIMINATION/HARASSMENT OF STUDENTS (cont.)

after the other students. However, the District shall not require a student to utilize these options because ~~he/she~~ THE STUDENT is INTERSEX, NONBINARY, transgender or gender-nonconforming. In addition, a student shall be permitted to participate in accordance with ~~his/her~~ THE STUDENT'S gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with ~~his/her~~ THE STUDENT'S gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6153 - School-Sponsored Trips)

(cf. 7110 - Facilities Master Plan)

5. Student records: UPON EACH STUDENT'S ENROLLMENT, THE DISTRICT IS REQUIRED TO MAINTAIN A MANDATORY PERMANENT STUDENT RECORD (OFFICIAL RECORD) THAT INCLUDES THE STUDENT'S GENDER AND LEGAL NAME.

~~a A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed pursuant to a court order~~ WITH PROPER DOCUMENTATION. A STUDENT'S GENDER AS ENTERED ON THE STUDENT'S OFFICIAL RECORD REQUIRED PURSUANT TO 5 CCR 432 SHALL ONLY BE CHANGED WITH WRITTEN AUTHORIZATION OF A PARENT/GUARDIAN HAVING LEGAL CUSTODY OF THE STUDENT. (EDUCATION CODE 49061)

However, WHEN PROPER DOCUMENTATION OR AUTHORIZATION, AS APPLICABLE, IS NOT SUBMITTED WITH A REQUEST TO CHANGE A STUDENT'S LEGAL NAME OR GENDER, ANY CHANGE TO THE STUDENT'S RECORD SHALL BE LIMITED TO THE STUDENT'S UNOFFICIAL RECORDS SUCH AS ATTENDANCE SHEETS, REPORT CARDS, AND SCHOOL IDENTIFICATION. ~~at the written request of a student or, if appropriate, his/her parents/guardians, the District shall use the student's preferred name and pronouns consistent with his/her gender identity on all other District-related documents. Such preferred name may be added to the student's record and official documents as permitted by law.~~

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

NONDISCRIMINATION/HARASSMENT OF STUDENTS (cont.)

6. NAMES AND PRONOUNS: IF A STUDENT SO CHOOSES, DISTRICT PERSONNEL SHALL BE REQUIRED TO ADDRESS THE STUDENT BY A NAME AND THE PRONOUN(S) CONSISTENT WITH THE STUDENT'S GENDER IDENTITY, WITHOUT THE NECESSITY OF A COURT ORDER OR A CHANGE TO THE STUDENT'S OFFICIAL DISTRICT RECORD. HOWEVER, INADVERTENT SLIPS OR HONEST MISTAKES BY DISTRICT PERSONNEL IN THE USE OF THE STUDENT'S NAME AND/OR CONSISTENT PRONOUNS WILL, IN GENERAL, NOT CONSTITUTE A VIOLATION OF THIS ADMINISTRATIVE REGULATION OR THE ACCOMPANYING DISTRICT POLICY.
7. UNIFORMS/DRESS CODE: A STUDENT HAS THE RIGHT TO DRESS IN A MANNER CONSISTENT WITH THE STUDENT'S GENDER IDENTITY, SUBJECT TO ANY DRESS CODE ADOPTED ON A SCHOOL SITE.

Chino Valley Unified School District

Regulation approved: September 7, 2017

Revised: October 19, 2017

Revised: March 7, 2019

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 15, 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
Julian Rodriguez, Ed.D., Director, Secondary Curriculum and Instruction

SUBJECT: REVISION OF BOARD POLICY AND ADMINISTRATIVE REGULATION 6142.2 INSTRUCTION – WORLD LANGUAGE INSTRUCTION

=====

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 6142.2 Instruction – World Language Instruction are being revised to include the new dual-language immersion program offered by the District and reflect the requirement of Education Code 51220 to offer students beginning no later than grades 7 courses in world language.

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 6142.2 Instruction – World Language Instruction.

FISCAL IMPACT

None.

NE:LF:SA:gks

WORLD/FOREIGN LANGUAGE INSTRUCTION

In order to prepare students for global citizenship and to broaden their intercultural understanding and career opportunities, the Board of Education shall provide students with opportunities to develop linguistic proficiency and cultural literacy in one or more world languages in addition to English.

(cf. 6141.6 – Multicultural Education)

The Superintendent or designee shall recommend A VARIETY OF world languages to be taught in the district's educational program based on student interest, community needs, and available resources. He/she shall also consider providing English learners the opportunity to study their heritage language, when such a course is available, in order to continue developing skills in that language. American Sign Language courses shall be open to all students regardless of hearing status.

(cf. 6174 – Education for English Language Learners)

FOR ANY PROGRAM DESIGNED TO PROVIDE STUDENTS WITH INSTRUCTION IN A LANGUAGE OTHER THAN ENGLISH TO A DEGREE SUFFICIENT TO PRODUCE PROFICIENCY IN THAT LANGUAGE, THE SUPERINTENDENT OR DESIGNEE SHALL ESTABLISH A PROCESS FOR SCHOOLS TO RECEIVE AND RESPOND TO INPUT FROM PARENTS/GUARDIANS AND OTHER STAKEHOLDERS REGARDING THE NON-ENGLISH LANGUAGE IN WHICH INSTRUCTION WILL BE PROVIDED. (5 CCR 11300, 11312)

The District shall offer a sequential curriculum aligned with the state content standards, state curriculum framework, and, as applicable, California university admission requirements for languages other than English.

(cf. 6011 – Academic Standards)

(cf. 6141 – Curriculum Development and Evaluation)

Instruction in world languages shall be offered to ~~secondary school~~ students beginning no later than grade 9 7 and shall be designed to develop students' skills in understanding, speaking, reading, and writing the language. (Education Code 51220)

(cf. 6143 – Courses of Study)

Students shall obtain credit toward high school graduation requirements for completion of a one-year course during grades 9-12 in a world language or American Sign Language.

(cf. 5126 – Awards for Achievement)

(cf. 6146.1 – High School Graduation Requirements)

(cf. 6146.11 – Alternative Credits Toward Graduation)

WORLD/FOREIGN LANGUAGE INSTRUCTION (cont.)

In order to encourage higher levels of language proficiency throughout a student's education, the District may offer age-appropriate language programs in elementary schools.

THE DISTRICT MAY ESTABLISH A DUAL-LANGUAGE IMMERSION PROGRAM THAT PROVIDES INTEGRATED LANGUAGE LEARNING AND ACADEMIC INSTRUCTION FOR NATIVE SPEAKERS OF ENGLISH AND NATIVE SPEAKERS OF ANOTHER LANGUAGE, WITH THE GOALS OF HIGH ACADEMIC ACHIEVEMENT, FIRST AND SECOND LANGUAGE PROFICIENCY, AND CROSS-CULTURAL UNDERSTANDING. (Education Code 305-306)

(Cf. 6174- Education For English Learners)

The Board shall ensure that students have access to high-quality instructional materials in world languages. In accordance with Board policy, teachers shall also be encouraged to identify and use supplemental resources, such as literature, technology, newspapers and other media, dictionaries, and volunteers from the community to enhance the world language instructional program.

(cf. 1240 – Volunteer Assistance)
(cf. 6161.1 – Selection and Evaluation of Instructional Materials)
(cf. 6161.11 – Supplementary Instructional Materials)
(cf. 6163.1- Library Media Centers)

The Superintendent or designee shall provide professional development as necessary to ensure that teachers of world languages have the knowledge and skills, they need to implement an effective instructional program that helps students attain academic standards, INCLUDING COMMUNICATIVE AND CULTURAL PROFICIENCY AND UNDERSTANDING.

(cf. 4131 – Staff Development)

THE DISTRICT SHALL DETERMINE APPROPRIATE MEASURES TO ASSESS STUDENT PROFICIENCY IN WORLD LANGUAGES OFFERED BY DISTRICT SCHOOLS. STUDENTS WHO HAVE ATTAINED A HIGH LEVEL OF PROFICIENCY MAY RECEIVE RECOGNITION FOR THEIR ACHIEVEMENT, INCLUDING THE STATE SEAL OF BILITERACY FOR STUDENTS GRADUATING FROM HIGH SCHOOL.

(Cf. 5126 – Awards For Achievement)

The Superintendent or designee shall provide periodic reports to the Board regarding the effectiveness of the district's world language program which may include, but not be limited to, WHETHER THE DISTRICT'S WORLD LANGUAGE PROGRAM IS SERVING THE GRADE LEVELS REQUIRED BY LAW, a description of the district's curriculum and the extent to which it is aligned with the state's content standards and curriculum

WORLD/FOREIGN LANGUAGE INSTRUCTION (cont.)

framework, student achievement of district standards for world language instruction, and student participation rates in each language course. Program evaluation shall be used to identify needed improvements and may be considered in determining the languages to be taught in the District.

(cf. 0500 – Accountability)

(cf. 6190 – Evaluation of the Instructional Program)

Legal Reference:

EDUCATION CODE

300-311 Education for English Learners

42238.02 Local Control Funding Formula; Class Size Requirements

44253.1-44253.11 Qualifications Of Teachers Of English Learners

44256-44257 Credential requirements, including teachers of foreign language

51212 Legislative intent to encourage foreign language instruction in grades 1-6

51220 Courses of study, grades 7-12

51225.3 High school graduation requirements

51243-51245 Alternative credits toward graduation for foreign language instruction in private school

60117-60119 Pupil Textbook and Instructional Materials Incentive Program Act

60605.3 Content standards for foreign language instruction

60605.5 Revision Of State Standards For World Language Instruction

CODE OF REGULATIONS, TITLE 5

1632 Alternative credits toward graduation for foreign language instruction in private school

11300-11316 Multilingual And English Learner Education

Management Resources:

CSBA PUBLICATIONS

Proposition 58 Regulations, Fact Sheet, August 2018

English Learners In Focus: The English Learner Roadmap: Providing Direction For English Learner Success, Governance Brief, February 2018

English Learners In Focus, Issue 2: The Promise Of Two-Way Immersion Programs, Governance Brief, September 2014

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Multilingual FAQ

World Languages Framework For California Public Schools, Kindergarten Through Grade Twelve, California Spanish Assessment Fact Sheet, March 2019

World Languages Standards For California Public Schools, Kindergarten Through Grade Twelve, January 2019

California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs And Practices For English Learners, 2017

CENTER FOR APPLIED LINGUISTICS PUBLICATIONS

Guiding Principles for Dual Language Education, Second Edition, 2007

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

CL-622 Serving English Learners

NATIONAL EDUCATION ASSOCIATION PUBLICATIONS

21ST Century Skills Map: World Languages, January 2011

University Of California Publications

A-G Policy Resource Guide

WORLD/FOREIGN LANGUAGE INSTRUCTION (cont.)

WEBSITES

California School Boards Association: <http://www.csba.org> American Council on the Teaching of Foreign Languages: <http://www.actfl.org> California Association of Bilingual Education: <http://www.gocabe.org> California Department of Education, World Languages: <http://www.cde.ca.gov/ci/fl> California World Language Project: <http://www.stanford.edu/group/cflp> California Language Teachers' Association: <http://www.cita.net> Center for Applied Linguistics: <http://www.cal.org> College Board: <http://www.collegeboard.com> University of California, a-g Course Approval: <http://www.ucop.edu/agguide>

CHINO VALLEY UNIFIED SCHOOL DISTRICT

POLICY ADOPTED: October 1, 2009

REVISED:

WORLD/FOREIGN LANGUAGE INSTRUCTION**Content of Instruction**

The District's instructional program for World Languages shall be designed to help students gain knowledge about new language systems and use that knowledge to communicate; students shall receive instruction which is aligned with state academic standards appropriate to their age and stage of linguistic and cultural proficiency in the following five categories:

1. Content: Students shall be presented with a wide variety of content that is age and stage appropriate and increases in complexity.

(cf. 6011 – Academic Standards)

2. Communication: Students shall be taught to effectively convey and receive messages by engaging in or interpreting written, spoken, and/or signed languages.
3. Cultures: Students shall receive instruction that allows them to make connections and comparisons between language and culture.

(cf. 6141.6 – Multicultural education)

4. Structures: The curriculum shall address components of grammar, syntax, and language patterns appropriate to the language being taught.
5. Settings: To help students comprehend meaning and use language that is culturally appropriate, students shall develop knowledge of the context of setting in which language is used, such as common daily settings, interpersonal settings, and informal and formal settings.

DUAL-LANGUAGE IMMERSION PROGRAMS

THE DISTRICT'S DUAL-LANGUAGE IMMERSION PROGRAMS MAY BE BASED ON EITHER OR BOTH OF THE FOLLOWING MODELS:

1. A 50:50 MODEL IN WHICH INSTRUCTION IS PROVIDED IN THE NON-ENGLISH TARGET LANGUAGE FOR 50 PERCENT OF THE TIME AND IN ENGLISH FOR 50 PERCENT OF THE TIME, THROUGHOUT THE DURATION OF THE PROGRAM
2. A 90:10 MODEL IN WHICH INSTRUCTION IS PROVIDED IN THE NON-ENGLISH TARGET LANGUAGE FOR 90 PERCENT OF THE TIME AND IN ENGLISH FOR 10 PERCENT OF THE TIME DURING THE FIRST YEAR OF THE PROGRAM, DECREASING THE PERCENTAGE OF TIME IN THE

WORLD/FOREIGN LANGUAGE INSTRUCTION

NON-ENGLISH LANGUAGE IN EACH SUBSEQUENT YEAR UNTIL THERE IS A 50:50 BALANCE OF LANGUAGES

NATIVE ENGLISH SPEAKERS SHALL GENERALLY BE ADMITTED INTO THE PROGRAM ONLY DURING THE FIRST GRADE LEVEL AT WHICH THE PROGRAM IS OFFERED, AND ENGLISH LEARNERS DURING THE FIRST OR SECOND GRADE LEVEL AT WHICH THE PROGRAM IS OFFERED. HOWEVER, BILINGUAL STUDENTS MAY ENTER THE PROGRAM AT ANY TIME BASED ON THE AVAILABILITY OF SEATS AND IF THEY ARE AT A CORRESPONDING LANGUAGE PROFICIENCY LEVEL TO THE OTHER STUDENTS IN THE CLASS. ON A CASE-BY-CASE BASIS, THE SUPERINTENDENT OR DESIGNEE MAY ADMIT A STUDENT LATER IN THE PROGRAM IF HE/SHE DETERMINES THAT THE STUDENT IS ADEQUATELY PREPARED FOR AND WILL BENEFIT FROM THE PROGRAM.

IN ENROLLING STUDENTS FOR THE PROGRAM, THE DISTRICT SHALL STRIVE TO MAINTAIN A RATIO OF HALF NATIVE ENGLISH SPEAKERS AND HALF ENGLISH LEARNERS, AND SUCH RATIO SHALL NOT FALL BELOW ONE-THIRD FOR EITHER LANGUAGE GROUP EXCEPT UNDER EXCEPTIONAL CIRCUMSTANCES.

ANY DUAL-LANGUAGE IMMERSION PROGRAM OFFERED IN GRADES K-3 SHALL COMPLY WITH CLASS SIZE REQUIREMENTS SPECIFIED IN EDUCATION CODE 42238.02. (Education Code 310)

WHENEVER ONE OR MORE ENGLISH LEARNERS ARE ENROLLED IN A DUAL-LANGUAGE IMMERSION CLASSROOM, THE CLASS SHALL BE TAUGHT BY A TEACHER WHO POSSESSES THE APPROPRIATE AUTHORIZATION ISSUED BY THE COMMISSION ON TEACHER CREDENTIALING.

AT THE BEGINNING OF EACH SCHOOL YEAR OR UPON A STUDENT'S ENROLLMENT, PARENTS/GUARDIANS SHALL BE PROVIDED INFORMATION ON THE DISTRICT'S DUAL-LANGUAGE IMMERSION PROGRAM AND OTHER LANGUAGE ACQUISITION PROGRAMS AVAILABLE TO STUDENTS ENROLLED IN THE DISTRICT, INCLUDING, BUT NOT LIMITED TO, A DESCRIPTION OF EACH PROGRAM. (Education Code 310)

Chino Valley Unified School District

Regulation Adopted: September 17, 2009

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 15, 2022
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
Katrina Gomez, DSW, Director, Health Services
SUBJECT: REVISION OF BOARD POLICY AND ADMINISTRATIVE REGULATION 6173 INSTRUCTION – EDUCATION FOR HOMELESS CHILDREN

=====

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 6173 Instruction – Education for Homeless Children are being updated to reflect the federal McKinney-Vento Homeless Assistance Act as amended by the Every Student Succeeds Act. Policy includes the following information: 1) The dispute resolution process; 2) The reporting process to the California Department of Education (CDE) on the number of homeless children and youths and unaccompanied youth enrolled in the district, as identified from the housing questionnaire; 3) The process to ensure the housing questionnaire is made available in the primary language of the student’s parent/guardian or unaccompanied youth; 4) Information to ensure a student’s living situation is protected as part of a student’s educational record, and 5) Information to ensure the district liaison’s contact information and other information on homelessness regarding the educational rights and resources available to persons experiencing homelessness are posted on the district and school websites.

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 6173 Instruction – Education for Homeless Children.

FISCAL IMPACT

None.

NE:LF:KG:rtr

EDUCATION FOR HOMELESS CHILDREN

The Board of Education desires to ensure that homeless students have access to the same free and appropriate public education provided to other students within the District. The District shall provide homeless students with access to education and other services necessary for them to meet the same challenging academic standards as other students.

(cf. 6011 - Academic Standards)

Transportation

~~The District shall provide transportation for a homeless student to and from his/her school of origin when the student is residing within the District and the parent/guardian requests that such transportation be provided equal to that provided for other students. If the student moves outside of district boundaries, but continues to attend his/her school of origin within this district, the Superintendent or designee shall consult with the Superintendent or designee of the district in which the student is now residing to agree upon a method to apportion the responsibility and costs of the transportation. (42 USC 11432)~~

WHEN THERE ARE AT LEAST 15 HOMELESS STUDENTS IN THE DISTRICT OR A DISTRICT SCHOOL, THE DISTRICT'S LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP) SHALL INCLUDE GOALS AND SPECIFIC ACTIONS TO IMPROVE STUDENT ACHIEVEMENT AND OTHER OUTCOMES OF HOMELESS STUDENTS. (Education Code 52052, 52060, 52064)

(cf. 0460 - Local Control And Accountability Plan)

The Superintendent or designee shall ~~identify and remove~~ REGULARLY REVIEW AND RECOMMEND UPDATES TO DISTRICT POLICIES TO ENSURE REMOVAL OF any barriers to the ~~identification and enrollment~~ of EDUCATION OF HOMELESS STUDENTS AND UNACCOMPANIED YOUTH. ANY SUCH REVIEW SHALL ADDRESS identification, enrollment, AND ~~to~~ the RETENTION of homeless students INCLUDING THOSE BARRIERS THAT ARE due to absences or outstanding fees or fines. (42 USC 11432)

(cf. 3260 - Fees and Charges)

(cf. 5113.1 - Chronic Absence and Truancy)

~~When there are at least 15 homeless students in the District or a District school, the District's Local Control and Accountability Plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of homeless students. (Education Code 52052, 52060)~~

EDUCATION FOR HOMELESS CHILDREN (cont.)

The Superintendent or designee shall designate an appropriate staff person to serve as a liaison for homeless children and youths. The District liaison shall fulfill the duties specified in 42 USC 11432 to assist in identifying and supporting homeless students to succeed in school.

THE SUPERINTENDENT OR DESIGNEE SHALL ENSURE THAT EACH DISTRICT SCHOOL IDENTIFIES ALL HOMELESS CHILDREN AND YOUTHS AND UNACCOMPANIED YOUTHS ENROLLED AT THE SCHOOL. (Education Code 48851)

In order to identify District students who are homeless, the Superintendent or designee ~~may give~~ SHALL ANNUALLY ADMINISTER a housing questionnaire to all parents/guardians OF STUDENTS AND ALL UNACCOMPANIED YOUTHS. ~~during school registration, make referral forms readily available, include the District's liaison contact information on the District and school website, provide materials in a language easily understood by families and students, provide school staff with professional development on the definition and signs of homelessness, and contact appropriate local agencies to coordinate referrals for homeless children and youth and unaccompanied youth.~~

IF THE PRIMARY LANGUAGE OF A STUDENT'S PARENT/GUARDIAN IS NOT ENGLISH, EITHER THE HOUSING QUESTIONNAIRE SHALL BE MADE AVAILABLE IN THE PRIMARY LANGUAGE OF THE STUDENT'S PARENT/GUARDIAN OR THE UNACCOMPANIED YOUTH PURSUANT TO EDUCATION CODE 48985, OR AN APPROPRIATE TRANSLATION OF THE QUESTIONNAIRE SHALL BE PROVIDED UPON REQUEST. (Education Code 48851)

THE SUPERINTENDENT OR DESIGNEE SHALL ENSURE THAT THE DISTRICT LIAISON'S CONTACT INFORMATION AND OTHER INFORMATION ON HOMELESSNESS, INCLUDING BUT NOT LIMITED TO, INFORMATION REGARDING THE EDUCATIONAL RIGHTS AND RESOURCES AVAILABLE TO PERSONS EXPERIENCING HOMELESSNESS, ARE POSTED ON THE DISTRICT AND SCHOOL WEBSITES. (Education Code 48852.6)

(cf. 1113 - District and School Website)

~~Information about a homeless student's living situation shall be considered part of a student's educational record, subject to the Family Educational Rights and Privacy Act and shall not be deemed to be directory information as defined in 20 USC 1232G. (42 USC 11432)~~

The Superintendent or designee shall ensure that placement decisions for homeless students are based on the student's best interest as defined in law and administrative regulation.

EDUCATION FOR HOMELESS CHILDREN (cont.)

Each homeless student shall be provided services that are comparable to services offered to other students in the school, including, but not limited to, transportation, educational programs for which the student meets the eligibility criteria (such as Federal Title I services or similar state or local programs, programs for students with disabilities, and educational programs for English learners), career and technical education programs, programs for gifted and talented students, and school nutrition programs. (42 USC 11432)

(cf. 3550 - Nutrition Service)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 5148.2 - Before/After School Programs)
(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6159 - Individualized Education Program)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6171 - Title I Programs)
(cf. 6172 - Gifted and Talented Student Program)
(cf. 6174 - Education for English Language Learners)
(cf. 6177 - Summer School)
(cf. 6178 - Career and Technical Education)
(cf. 6179 - Supplemental Instruction)

TRANSPORTATION

THE DISTRICT SHALL PROVIDE TRANSPORTATION FOR A HOMELESS STUDENT TO AND FROM THE STUDENT'S SCHOOL OF ORIGIN WHEN THE STUDENT IS RESIDING WITHIN THE DISTRICT AND THE PARENT/GUARDIAN REQUESTS THAT SUCH TRANSPORTATION BE PROVIDED EQUAL TO THAT PROVIDED FOR OTHER STUDENTS. IF THE STUDENT MOVES OUTSIDE OF DISTRICT BOUNDARIES, BUT CONTINUES TO ATTEND THE STUDENT'S SCHOOL OF ORIGIN WITHIN THIS DISTRICT, THE SUPERINTENDENT OR DESIGNEE SHALL CONSULT WITH THE SUPERINTENDENT OR DESIGNEE OF THE DISTRICT IN WHICH THE STUDENT IS NOW RESIDING TO AGREE UPON A METHOD TO APPORTION THE RESPONSIBILITY AND COSTS OF THE TRANSPORTATION. (42 USC 11432)

(cf. 3250 - Transportation Fees)
(cf. 3541 - Transportation Routes and Services)

Homeless students shall not be segregated into a separate school or program based on their status as homeless, and shall not be stigmatized in any way.

THE SUPERINTENDENT OR DESIGNEE SHALL ENSURE THAT INFORMATION AND/OR MATERIALS FOR HOMELESS STUDENTS ARE PROVIDED IN A MANNER AND FORM UNDERSTANDABLE TO THE PARENTS/GUARDIANS OF HOMELESS STUDENTS AND UNACCOMPANIED YOUTHS. (42 USC 11432, 11433)

EDUCATION FOR HOMELESS CHILDREN (cont.)

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

INFORMATION ABOUT A HOMELESS STUDENT'S LIVING SITUATION SHALL BE CONSIDERED PART OF A STUDENT'S EDUCATIONAL RECORD, SUBJECT TO THE FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT AND SHALL NOT BE DEEMED TO BE DIRECTORY INFORMATION AS DEFINED IN 20 USC 1232G, AND SHALL NOT BE RELEASED WITHOUT WRITTEN CONSENT. (42 USC 11432)

(cf. 5125 - Student Records)

(cf. 5125.1 - Release Of Directory Information)

DISPUTE RESOLUTION PROCESS

IF A DISPUTE ARISES OVER ELIGIBILITY, SCHOOL SELECTION, OR ENROLLMENT IN A SCHOOL, THE LEA MUST:

- A) IMMEDIATELY ENROLL THE CHILD OR YOUTH TO THE SCHOOL IN WHICH ENROLLMENT IS SOUGHT, PENDING FINAL RESOLUTION OF THE DISPUTE, INCLUDING ALL AVAILABLE APPEALS.
- B) PROVIDE WRITTEN EXPLANATION TO THE PARENT, GUARDIAN, OR UNACCOMPANIED YOUTH OF THE SCHOOL'S DECISION, INCLUDING THE RIGHTS OF THE PARENT, GUARDIAN, OR UNACCOMPANIED YOUTH TO APPEAL SUCH DECISION.
- C) REFER THE YOUTH, PARENT, OR GUARDIAN TO THE LEA LIAISON TO CARRY OUT THE DISPUTE RESOLUTION AS EXPEDITIOUSLY AS POSSIBLE.
- D) ENSURE THAT AN UNACCOMPANIED YOUTH IS IMMEDIATELY ENROLLED IN SCHOOL, PENDING RESOLUTION OF THE DISPUTE. (42 USC SECTION 11432[G][3][E])

The Superintendent or designee shall coordinate with other agencies and entities to ensure that homeless children and youth are promptly identified, ensure that homeless students have access to and are in reasonable proximity to available education and related support services, and raise the awareness of school personnel and service providers of the effects of short-term stays in a shelter and other challenges associated with homelessness. Toward these ends, the Superintendent or designee shall collaborate with local social services agencies, other agencies or entities providing services to homeless children and youth, and, if applicable, transitional housing facilities. In addition, the Superintendent or designee shall coordinate transportation, transfer of school records, and other interdistrict activities with other local educational agencies. As

EDUCATION FOR HOMELESS CHILDREN (cont.)

necessary, the Superintendent or designee shall coordinate, within the District and with other involved local educational agencies, services for homeless students and services for students with disabilities. (42 USC 11432)

AT LEAST ANNUALLY, District liaisons and other appropriate staff shall participate in professional development and other technical assistance activities to assist them in identifying and meeting the needs of homeless students. to provide training on the definitions of terms related to homelessness. SUCH PROFESSIONAL DEVELOPMENT AND TECHNICAL ASSISTANCE SHALL INCLUDE, BUT ARE NOT LIMITED TO, TRAINING ON THE DEFINITIONS OF TERMS RELATED TO HOMELESSNESS, THE SIGNS OF HOMELESSNESS, THE STEPS THAT SHOULD BE TAKEN ONCE A POTENTIALLY HOMELESS STUDENT IS IDENTIFIED, AND HOW TO CONNECT HOMELESS STUDENTS TO APPROPRIATE HOUSING AND SERVICE PROVIDERS. (Education Code 48852.5; 42 USC 11432)

THE SUPERINTENDENT OR DESIGNEE SHALL REPORT TO CALIFORNIA DEPARTMENT OF EDUCATION (CDE) THE NUMBER OF HOMELESS CHILDREN AND YOUTHS AND UNACCOMPANIED YOUTHS ENROLLED IN THE DISTRICT AS IDENTIFIED FROM THE HOUSING QUESTIONNAIRE DESCRIBED ABOVE. (Education Code 48851)

(cf. 0500 - Accountability)
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
(cf. 6162.51 - State Academic Achievement Tests)
(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:

EDUCATION CODE

39807.5 Payment of Transportation Costs by Parents
48850 Educational rights of homeless and foster youth
48852.5 Notice of educational rights of homeless students 48852.7
Enrollment of homeless students
48915.5 Recommended expulsion, homeless student with disabilities
48918.1 Notice of recommended expulsion
51225.1-51225.3 Graduation requirements
52060-52077 Local control and accountability plan

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

UNITED STATES CODE, TITLE 20

1087vv Free Application for Federal Student Aid; definitions
1232g Family Educational Rights and Privacy Act
6311 Title I state plan; state and local educational agency report cards

UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

EDUCATION FOR HOMELESS CHILDREN (cont.)

12705 Cranston-Gonzalez National Affordable Housing Act; state and local strategies

Management Resources:

CALIFORNIA CHILD WELFARE COUNCIL PUBLICATIONS

Partial Credit Model Policy and Practice Recommendation

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Homeless Education Dispute Resolution Process, January 30, 2007

NATIONAL CENTER FOR HOMELESS EDUCATION PUBLICATIONS

Homeless Liaison Toolkit, 2013

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Dear Colleague Letter, July 27, 2016

Education for Homeless Children and Youth Program, Non-Regulatory Guidance, July 2016

WEBSITES

California Child Welfare Council: www.chhs.ca.gov/Pages/CACChildWelfareCouncil.aspx

California Department of Education, Homeless Children and Youth Education: www.cde.ca.gov/sp/hs/cy

National Center for Homeless Education at SERVE: www.serve.org/nche

National Law Center on Homelessness and Poverty: www.nlchp.org

U.S. Department of Education: www.ed.gov/programs/homeless/index.html

Chino Valley Unified School District

Policy adopted: February 17, 2005

Revised: June 18, 2009

Revised: February 4, 2010

Revised: March 4, 2021

REVISED:

EDUCATION FOR HOMELESS CHILDREN

Definitions

Homeless students means students who lack a fixed, regular, and adequate nighttime residence and includes: (Education Code 48859; 42 USC 11434a)

1. Students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals

(cf. 6173.1 - Education for Foster Youth)

2. Students who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings
3. Students who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings
4. Migratory children who qualify as homeless because they are living in conditions described in (1)-(3) above

Unaccompanied youth who are not in the physical custody of a parent or guardian. (20 USC 11434a)

School of origin means the school that the homeless student attended when permanently housed or the school in which ~~he/she~~ THE STUDENT was last enrolled including a preschool. If the school the homeless student attended when permanently housed is different from the school in which ~~he/she~~ THE STUDENT was last enrolled, or if there is some other school that ~~he/she~~ THE STUDENT attended within the preceding 15 months and with which ~~he/she~~ THE STUDENT is connected, the District liaison shall determine, in consultation with and with the agreement of the homeless student and the person holding the right to make educational decisions for the student, and in the best interests of the homeless student, which school shall be deemed the school of origin. (Education Code 48852.7, 42 USC 11432)

Best interest means that, in making educational and school placement decisions for a homeless student consideration is given to, among other factors, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the student's access to academic resources, services, and extracurricular and enrichment activities that are available to all District students. (42 USC 1143)

EDUCATION FOR HOMELESS CHILDREN (cont.)

District Liaison

The Superintendent designates the following staff as the District liaison for homeless students: (42 USC 11432)

DIRECTOR OF HEALTH SERVICES/CHILD DEVELOPMENT
(TITLE OR POSITION)

12970 THIRD STREET, CHINO, CA 91710
(ADDRESS)

(909) 628-1201 EXTENSION: 8918
(PHONE NUMBER)

The District's liaison for homeless students shall: (42 USC 11432)

1. Ensure that homeless students are identified by school personnel through outreach and coordinated activities with other entities and agencies

(cf. 1400 - Relations between Other Governmental Agencies and the Schools)
(cf. 3553 - Free and Reduced-Price Meals)

2. Ensure that homeless students are enrolled in, and have a full and equal opportunity to succeed in, District schools
3. Ensure that homeless families and children and youth have access to and receive educational services for which they are eligible

(cf. 5148.3 - Preschool/Early Childhood Education)

4. Ensure that homeless families and students receive referrals to health care services, dental services, mental health and substance abuse services, housing services, and other appropriate services
5. Inform parents/guardians of the educational and related opportunities available to their children and ensure that they are provided with meaningful opportunities to participate in the education of their children

(cf. 5145.6 - Parental Notification)

6. Disseminate notice of the educational rights of homeless students in the district schools that provide services to homeless children at places they receive services, such as schools, family shelters, and hunger relief agencies (soup kitchens)

EDUCATION FOR HOMELESS CHILDREN (cont.)

7. Mediate enrollment disputes in accordance with law, Board policy, and administrative regulation
8. Fully inform parents/guardians of homeless students and unaccompanied youth of all transportation services, including transportation to the school of origin, and assist them in accessing transportation to the school of choice

(cf. 3541 - Transportation Routes and Services)

9. When notified pursuant to Education Code 48918.1, assist, facilitate, or represent a homeless student who is undergoing a disciplinary proceeding that could result in ~~his/her~~ expulsion

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

10. When notified pursuant to Education Code 48915.5, participate in an individualized education program team meeting to make a manifestation determination regarding the behavior of a student with a disability

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

11. Ensure that school personnel providing services to homeless students receive professional development and other support

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

12. Assist a homeless student to obtain records necessary for ~~his/her~~ enrollment into or transfer out of district schools, including immunization, medical, and academic records

13. Ensure that unaccompanied youth are enrolled in school, have opportunities to meet the same challenging state academic standards established for other students, and are informed of their status as independent students under 20 USC 1087vv and that they may receive assistance from the District liaison to receive verification of their independent student status for purposes of applying for federal student aid pursuant to 20 USC 1090

14. Coordinate and collaborate with state coordinators and community and school personnel responsible for the provision of education and related services to homeless students, including the provision of comprehensive data to the state coordinator as required by law

EDUCATION FOR HOMELESS CHILDREN (cont.)

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

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

(cf. 6159 - Individualized Education Program)

THE SUPERINTENDENT OR DESIGNEE SHALL INFORM HOMELESS CHILDREN AND YOUTH, THEIR PARENTS/GUARDIANS, SCHOOL PERSONNEL, SERVICE PROVIDERS, AND ADVOCATES WORKING WITH HOMELESS FAMILIES OF THE DUTIES OF THE DISTRICT LIAISON. THE SUPERINTENDENT OR DESIGNEE SHALL ALSO PROVIDE THE NAME AND CONTACT INFORMATION OF THE DISTRICT'S LIAISON TO THE CALIFORNIA DEPARTMENT OF EDUCATION (CDE) FOR PUBLISHING ON CDE'S WEBSITE. (42 USC 11432)

Enrollment

The District shall make placement decisions for homeless students based on the student's best interest.

In determining the best interest of the student, the District shall, consider student-centered factors related to the student's best interest, including factors related to the impact of mobility on achievement, education, health, and safety, giving priority to the request of the student's parent/guardian or, in the case of an unaccompanied youth, the youth. (42 USC 11432)

Such factors may include, but are not limited to, the age of the student, the distance of the commute and the impact it may have on the student's education, personal safety issues, the student's need for special instruction, the length of anticipated stay in the temporary shelter or other temporary location, likely area of future housing, school placement of siblings, and the time remaining in the school year.

However, placement decisions shall not be based on whether a homeless student lives with ~~his/her~~ THE STUDENT'S homeless parent/guardian or has been temporarily placed elsewhere. (42 USC 11432)

In the case of an unaccompanied youth, the liaison shall assist in placement or enrollment decisions, give priority to the views of the student, and provide notice to the student of ~~his/her~~ THE RIGHT TO appeal ~~rights~~. (42 USC 11432)

In determining a student's best interest, a homeless student shall, to the extent feasible, be placed in ~~his/her~~ THE school of origin, unless the student's parent/guardian or the unaccompanied youth requests otherwise. (Education Code 48852.7; 42 USC 11432)

EDUCATION FOR HOMELESS CHILDREN (cont.)

Once a placement decision has been made, the principal or designee shall immediately enroll the student in the school of choice. The student shall be enrolled even if ~~he/she~~ THE STUDENT: (Education Code 48852.7; 42 USC 11432)

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

2. Does not have clothing normally required by the school, such as school uniforms

(cf. 5132 - Student Dress and Grooming)

3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and records of immunizations and other required health records

(cf. 5111 - Admission)

(cf. 5111.1 - District Residency)

(cf. 5125 - Student Records)

(cf. 5141.26 - Tuberculosis Testing)

(cf. 5141.31 - Immunizations)

(cf. 5141.32 - Health Screening for School Entry)

4. Has missed application or enrollment deadlines during any period of homelessness

The principal or designee shall immediately contact the school last attended by the student to obtain the relevant records. If the student needs to obtain immunizations or does not possess immunization or other required health records, the principal or designee shall refer the parent/guardian to the District's liaison for homeless students. The District liaison shall assist the parent/guardian or the student if ~~he/she~~ THE STUDENT is an unaccompanied youth, in obtaining the necessary immunizations, screenings, or records for the student. (42 USC 11432)

If the student is placed at a school other than ~~his/her~~ THE school of origin or a school requested by his/her parent/guardian or an unaccompanied youth, the Superintendent or designee shall provide the parent/guardian or the unaccompanied youth with a written explanation of the decision along with a statement regarding the right to appeal the placement decision. (42 USC 11432)

The student may continue attending ~~his/her~~ THE school of origin for the duration of the homelessness. (Education Code 48852.7; 42 USC 11432)

EDUCATION FOR HOMELESS CHILDREN (cont.)

To ensure that the homeless student has the benefit of matriculating with ~~his/her~~ THE STUDENT'S peers in accordance with the established feeder patterns, the following shall apply: (Education Code 48852.7; 42 USC 11432)

1. If the student is transitioning between grade levels, ~~he/she~~ THE STUDENT shall be allowed to continue in the same attendance area
2. If the student is transitioning to a junior high school or high school, and the school designated for matriculation is in another school district, ~~he/she~~ THE STUDENT shall be allowed to continue to the school designated for matriculation in that district

If the student's status changes before the end of the school year so that ~~he/she~~ THE STUDENT is no longer homeless, ~~he/she~~ THE STUDENT shall be allowed to stay in the school of origin: (Education Code 48852.7)

1. Through the duration of the school year if he/she is in grades k-8
2. Through graduation if he/she is in high school

Resolving Enrollment Disputes

If a dispute arises over student eligibility, school selection or enrollment in a particular school, the student shall be referred to the District liaison who shall carry out the dispute resolution process as expeditiously as possible. (42 USC 11432)

The parent/guardian or unaccompanied youth shall be provided with a written explanation of any decisions, related to eligibility, school selection, or enrollment and of the right of the parent/guardian or unaccompanied youth to appeal such decisions. (42 USC 11432)

The written explanation shall include:

1. A description of the action proposed or refused by the District
2. An explanation of why the action is proposed or refused
3. A description of any other options the District considered and the reasons that any other options were rejected
4. Notice of the parent/guardian's right to appeal the decision to the county office of education and, if the dispute remains unresolved, to the California Department

EDUCATION FOR HOMELESS CHILDREN (cont.)

of Education State Coordinator

5. A description of any other factors relevant to the District's decision and information related to the eligibility or best interest determination including the facts, witnesses, and evidence relied upon and their sources
6. Appropriate timelines to ensure any relevant deadlines are not missed
7. The District liaison's contact information

The written explanation shall be complete, as brief as possible, simply stated, and provided in language that the parent/guardian or student can understand.

THE DISTRICT LIAISON MAY USE AN INFORMAL PROCESS AS AN ALTERNATIVE TO FORMAL DISPUTE RESOLUTION PROCEDURES, PROVIDED THAT THE PARENT/GUARDIAN OR UNACCOMPANIED YOUTH HAVE ACCESS TO THE MORE FORMAL PROCESS IF INFORMAL RESOLUTION IS NOT SUCCESSFUL IN RESOLVING THE MATTER.

In working with a student's parents/guardians or unaccompanied youth to resolve an enrollment dispute, the District liaison shall:

1. Inform them that they may provide written and/or oral documentation to support their position
2. Inform them that they may seek the assistance of social services, advocates, and/or service providers in having the dispute resolved
3. Provide them a simple form that they may use and turn in to the school to initiate the dispute resolution process
4. Provide them a copy of the dispute form they submit for their records
5. Provide them the outcome of the dispute for their records

WHEN A STUDENT'S PARENT/GUARDIAN OR AN UNACCOMPANIED YOUTH INVOLVED IN THE ENROLLMENT DISPUTE IS AN ENGLISH LEARNER, ITEMS #1-5 SHALL BE PROVIDED EITHER IN THE NATIVE LANGUAGE OF THE PARENT/GUARDIAN OR UNACCOMPANIED YOUTH OR THROUGH AN INTERPRETER, AND ANY ADDITIONAL SUPPORT NEEDED BECAUSE OF A DISABILITY OF THAT PARENT/GUARDIAN OR UNACCOMPANIED YOUTH SHALL BE MADE AVAILABLE WITHOUT A CHARGE.

EDUCATION FOR HOMELESS CHILDREN (cont.)

If a parent/guardian or unaccompanied youth disagrees with the liaison's enrollment decision, ~~he/she may appeal the decision~~ THE DECISION MAY BE APPEALED to the Superintendent. The Superintendent shall make a determination within five working days.

If the parent/guardian chooses to appeal the District's placement decision, the District liaison shall forward all written documentation and related paperwork to the homeless liaison at the county office of education.

Pending final resolution of the dispute, including all available appeals, the student shall be immediately enrolled in the school in which enrollment is sought and shall be allowed to attend classes and participate fully in school activities. (42 USC 11432, 11434a)

Transportation

The District shall provide transportation for a homeless student to and from ~~his/her~~ THE STUDENT'S school of origin when the student is residing within the District and the parent/guardian, or the District liaison in the case of an unaccompanied youth, requests that such transportation be provided. If the student moves outside of District boundaries, but continues to attend ~~his/her~~ THE STUDENT'S school of origin within this District, the Superintendent or designee shall consult with the Superintendent of the District in which the student is now residing to agree upon a method to apportion the responsibility and costs of the transportation. (42 USC 11432)

(cf. 3250 - Transportation Fees)

(cf. 3541 - Transportation Routes and Services)

The District shall not be obligated to provide transportation to students who continue attending their school of origin after they cease to be homeless, unless the formerly homeless student has an Individualized Education Program that includes transportation as a necessary related service for the student. (Education Code 48852.7)

Transfer of Coursework and Credits

When a homeless student transfers into a District school, the District shall accept and issue full credit for any coursework that the student has satisfactorily completed while attending another public school, a juvenile court school, or a nonpublic, nonsectarian school or agency and shall not require the student to retake the course. (Education Code 51225.2)

EDUCATION FOR HOMELESS CHILDREN (cont.)

If the homeless student did not complete the entire course, ~~he/she~~ THE STUDENT shall be issued partial credit for the coursework completed and shall be required to take the portion of the course that ~~he/she~~ THE STUDENT did not complete at ~~his/her~~ THE previous school. However, the District may require the student to retake the portion of the course completed if, in consultation with the holder of educational rights for the student, the District finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a homeless student in any particular course, ~~he/she~~ THE STUDENT shall be enrolled in the same or equivalent course, if applicable, so that ~~he/she~~ THE STUDENT may continue and complete the entire course. (Education Code 51225.2)

In no event shall the District prevent a homeless student from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

(cf. 6143 - Courses of Study)

Applicability of Graduation Requirements

To obtain a high school diploma, a homeless student shall complete all courses required by education code 51225.3, and fulfill any additional graduation requirements prescribed by the governing board.

(cf. 6146.1 - High School Graduation Requirements)

However, when a homeless student who has completed ~~his/her~~ THE second year of high school transfers into the District from another school district or transfers between high schools within the District, ~~he/she~~ THE STUDENT shall be exempted from all District-adopted coursework and other District-established graduation requirements, unless the District makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of ~~his/her~~ THE fourth year of high school. Within 30 calendar days of the homeless student's transfer, the Superintendent or designee shall notify the student, the person holding the right to make educational decisions for ~~him/her~~ THE STUDENT, and the District liaison for homeless students of the availability of the exemption and whether the student qualifies for it.

To determine whether a homeless student is in ~~his/her~~ THE third or fourth year of high school, the District shall use either the number of credits ~~he/she~~ THE STUDENT has earned as of the date of the transfer or the length of ~~his/her~~ THE STUDENT'S school enrollment, whichever qualifies ~~him/her~~ THE STUDENT for the exemption. (Education Code 51225.1)

EDUCATION FOR HOMELESS CHILDREN (cont.)

The Superintendent or designee shall notify any homeless student who is granted an exemption and the person holding the right to make educational decisions for ~~him/her~~ THE STUDENT how any requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.1)

The District shall not require or request a homeless student to transfer schools in order to qualify for an exemption and no request for a transfer solely to qualify for an exemption shall be made by a homeless student, the person holding the right to make educational decisions for the student, or by the District liaison on behalf of the student. (Education Code 51225.1)

If the homeless student is exempted from local graduation requirements, the exemption shall continue to apply after the student is no longer homeless or if ~~he/she~~ THE STUDENT transfers to another school or school district. (Education Code 51225.1)

If the Superintendent or designee determines that a homeless student is reasonably able to complete District graduation requirements within ~~his/her~~ THE fifth year of high school, ~~he/she~~ THE SUPERINTENDENT OR DESIGNEE shall: (Education Code 51225.1)

1. Inform the student and, if under 18 years of age, the person holding the right to make educational decisions for ~~him/her~~ THE STUDENT, of the option available to the student to remain in school for a fifth year to complete the District's graduation requirements and how that will affect ~~his/her~~ THE ability to gain admission to a postsecondary educational institution
2. Provide information to the homeless student about transfer opportunities available through the California Community Colleges
3. Upon agreement with the homeless student or with the person holding the right to make educational decisions for ~~him/her~~ THE STUDENT if ~~he/she~~ is under 18 years of age, permit the student to stay in school for a fifth year to complete the District's graduation requirements

Eligibility for Extracurricular Activities

A homeless student who enrolls in any District school shall HAVE ACCESS TO EXTRACURRICULAR AND ENRICHMENT ACTIVITIES THAT ARE AVAILABLE TO

EDUCATION FOR HOMELESS CHILDREN (cont.)

ALL STUDENTS IN THE SCHOOL, INCLUDING BUT NOT LIMITED TO, INTERSCHOLASTIC SPORTS ADMINISTERED BY THE CALIFORNIA INTERSCHOLASTIC FEDERATION. ~~be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities.~~
(Education Code 48850)

(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)

NOTIFICATION AND COMPLAINTS

Information regarding the Education Rights of Homeless Students, as specified in education code 51225.1 and 51225.2, shall be included in the annual Uniform Complaint Procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.1, 51225.2)

Any complaint that the District has not complied with requirements regarding the Education of Homeless Students, as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with the District's procedures in AR 1312.3 – Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

THE SUPERINTENDENT OR DESIGNEE SHALL ENSURE THAT A LIST OF THE DISTRICT LIAISON(S) AND THE CONTACT INFORMATION FOR SUCH LIAISON(S), AS WELL AS SPECIFIC INFORMATION ON HOMELESSNESS, INCLUDING BUT NOT LIMITED TO, INFORMATION REGARDING EDUCATIONAL RIGHTS AND RESOURCES AVAILABLE TO PERSONS EXPERIENCING HOMELESSNESS, ARE POSTED ON THE DISTRICT'S WEB SITE. (Education Code 48852.6)

EACH DISTRICT SCHOOL THAT HAS A WEBSITE SHALL ALSO POST THE CONTACT INFORMATION FOR THE DISTRICT LIAISON AND THE NAME AND CONTACT INFORMATION OF ANY EMPLOYEE OR OTHER PERSON UNDER CONTRACT WITH THE SCHOOL WHO ASSISTS THE DISTRICT LIAISON IN COMPLETING THE LIAISON'S DUTIES PURSUANT TO 42 USC 11432. (Education Code 48852.6)

Chino Valley Unified School District

Regulation approved: February 17, 2005

Revised: May 7, 2009

Revise: September 21, 2010

Revised: May 7, 2015

Revised: February 18, 2021

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 15, 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: REVISION OF BOARD POLICY AND ADMINISTRATIVE
REGULATION 1312.3 COMMUNITY RELATIONS – UNIFORM
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 practice. Board Policy and Administrative Regulation 1312.3 Community Relations – Uniform Complaint Procedures are being revised to list all state and federal programs subject to the Uniform Complaint Procedures (UCP) as specified in the Federal Program Monitoring instrument. The administrative regulation also clarifies the posting requirements, compliance contact information, appeals process, and information related to Title IX.

New language is provided in UPPER CASE, and 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 1312.3 Community Relations – Uniform Complaint Procedures.

FISCAL IMPACT

None.

NE:RR:IB:ED:mcm

UNIFORM COMPLAINT PROCEDURES

The Board of Education recognizes the District has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages the early, informal resolution of complaints whenever possible and appropriate. To resolve complaints which cannot be resolved through such informal process, the Board shall adopt a uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

COMPLAINTS SUBJECT TO UCP

The District's Uniform Complaint Procedures (UCP) shall be used to investigate and resolve the following complaints:

~~Any complaint alleging District violation of applicable state and federal law or regulations governing , American Indian education centers and early childhood education programs assessments, bilingual education, peer assistance and review programs for teachers, Economic impact, English learner program, federal education programs in Title I-VII, migrant education, child nutrition programs, regional occupational centers and programs, school safety plans, state preschool program, tobacco use prevention education programs, special education programs and any other District implemented program which is listed in Education Code 64000(a).~~

1. ~~ACCOMMODATIONS FOR PREGNANT AND PARENTING STUDENTS~~
(Education Code 46015)

(cf. 5146 - Married/Pregnant/Parenting Students)
2. ~~aAdult education programs (Education Code 8500-8538, 52334.7, 52500-52617)~~

(cf. 6200 - Adult Education)
3. ~~aAfter sSchool eEducation and sSafety programs (Education Code 8482-8484.65)~~
~~Any complaint alleging District noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or to address other breastfeeding-related needs of the student (Education Code 222)~~

(cf. 5148.2 - Before/After School Programs)
4. ~~aAgriculture CAREER TECHNICAL vocational education (Education Code 52460-52462)~~
~~Any complaint alleging District noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)~~

UNIFORM COMPLAINT PROCEDURES

5. Career technical and technical education and CAREER TECHNICAL AND TECHNICAL training programs (Education Code 52300-52462)

(cf. 6178 - Career Technical Education)
(cf. 6178.1 - Work-Based Learning)

6. Child care and development programs (Education Code 8200-8498) ~~Any complaint, by or on behalf of any student who is a foster youth, alleging District noncompliance with any legal requirement applicable to the student regarding placement decisions, the responsibilities of the District's educational liaison to the student, the award of credit for coursework satisfactorily completed in another school or district, school transfer, or the grant of an exemption from board-imposed graduation requirements (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)~~

(cf. 5148 – Child Care and Development)

7. ~~eCompensatory education (Education Code 54400) Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, former juvenile court school student, or a child of a military family as defined in Education Code 49701 who transfers into the District after his/her second year of high school, alleging District noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or district or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2)~~

(cf. 6171 – Title I Programs)

8. ~~eConsolidated categorical aid programs (Education Code 33315; 34 CFR 299.10-299.12) Any complaint alleging District noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student in grades 9-12 to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.3)~~

9. COURSE PERIODS WITHOUT EDUCATIONAL CONTENT (Education Code 51228.1-51228.3) ~~Any complaint alleging District noncompliance with the physical education instructional minutes requirement for students in elementary school (Education Code 51210, 51223)~~

(cf. 6152- Class Assignment)

UNIFORM COMPLAINT PROCEDURES (cont.)

- 2 10. ~~Any complaint alleging the occurrence of unlawful dDiscrimination, such as discriminatory harassment, or intimidation, OR BULLYING against any person participating in District programs and activities, based on THE his/her PERSON'S actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, 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, or based on his/her THE PERSON'S association with a person or group with one or more of these actual or perceived characteristics., in District programs and activities, including, but not limited to, those funded directly by or that receive or benefit from any state financial assistance (5 CCR 4610).~~

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

11. EDUCATIONAL AND GRADUATION REQUIREMENTS FOR STUDENTS IN FOSTER CARE, HOMELESS STUDENTS, STUDENTS FROM MILITARY FAMILIES, STUDENTS FORMERLY IN A JUVENILE COURT SCHOOL, MIGRANT STUDENTS, AND IMMIGRANT STUDENTS PARTICIPATING IN A NEWCOMER PROGRAM (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2) ~~Any other complaint as specified in a District policy~~

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

12. EVERY STUDENT SUCCEEDS ACT (Education Code 52059; 20 USC 6301 et seq.)

- 5- 13. ~~Any complaint alleging District noncompliance with legal requirements related to the implementation of the Local Control and Accountability Plan (Education Code 52075)~~

(cf. 0460 - Local Control and Accountability Plan)

14. MIGRANT EDUCATION (Education Code 54440-54445)

(cf. 6175 - Migrant Education Program)

UNIFORM COMPLAINT PROCEDURES (cont.)

15. Physical education instructional minutes (Education Code 51210, 51222, 51223)

(cf. 6142.7 - Physical Education and Activity)

16. Student fees (Education Code 49010-49013)

(cf. 3260 - Fees and charges)

17. Reasonable accommodations to a lactating student (Education Code 222)

18. Regional occupational centers and programs (Education Code 52300-52334.7)

(cf. 6178.2 - Regional Occupational Center/Program)

19. SCHOOL PLANS FOR STUDENT ACHIEVEMENT AS REQUIRED FOR THE CONSOLIDATED APPLICATION FOR SPECIFIED FEDERAL AND/OR STATE CATEGORICAL FUNDING (Education Code 64001)

(cf. 0420 – School Plans/Site Councils)

20. School Safety Plans (Education Code 32280-32289)

(cf. 0450 – Comprehensive Safety Plan)

21. SCHOOL SITE COUNCILS AS REQUIRED FOR THE CONSOLIDATED APPLICATION FOR SPECIFIED FEDERAL AND/OR STATE CATEGORICAL FUNDING (Education Code 65000)

(cf. 0420 – School Plans/Site Councils)

22. State preschool programs (Education Code 8207-8225)

(cf. 5148.3 - Preschool/Early Childhood Education)

23. STATE PRESCHOOL HEALTH AND SAFETY ISSUES IN LICENSE-EXEMPT PROGRAMS (Education Code 8212)

40- 24. any complaint alleging retaliation against complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy.

25. ANY OTHER STATE OR FEDERAL EDUCATIONAL PROGRAM THE SUPERINTENDENT OF PUBLIC INSTRUCTION OR DESIGNEE DEEMS APPROPRIATE

UNIFORM COMPLAINT PROCEDURES (cont.)

The Board recognizes that Alternative Dispute Resolution (ADR) can, depending on the nature of the allegations, offer a process ~~to reach a~~ FOR resolution ~~to the~~ A complaint IN A MANNER that is ACCEPTABLE ~~agreeable~~ to all parties. ~~One type of AN~~ ADR PROCESS SUCH AS is mediation, ~~which shall be~~ MAY BE offered to ~~resolve~~ complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The District shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. As appropriate, for any complaint alleging retaliation, or unlawful discrimination, such as discriminatory harassment, intimidation, OR BULLYING the Superintendent or designee shall keep ~~confidential~~ the identity of a complainant and/or the subject of the complaint, if ~~he/she is~~ different from the complainant, CONFIDENTIAL WHEN APPROPRIATE AND as long as the integrity of the complaint process is maintained.

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

(cf. 5125 - Student Records)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

When an allegation that is not subject to ~~the~~ UCP is included in a UCP complaint, the District shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP related allegation(s) through the District's UCP.

The Superintendent or designee shall provide training to District staff to ensure awareness and knowledge of current law and related requirements, including the steps and timelines specified in this policy and the accompanying administrative regulation.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall maintain A records of EACH COMPLAINANT AND SUBSEQUENT RELATED ACTIONS, INCLUDING STEPS TAKEN DURING ~~all UCP~~ complaints ~~and~~ the investigations AND ALL INFORMATION REQUIRED FOR COMPLIANCE WITH 5 CCR 4631 AND 4633 ~~of these complaints, in accordance with applicable state law and District policy.~~

(cf. 3580 - District Records)

UNIFORM COMPLAINT PROCEDURES (cont.)**Non-Uniform Complaint Procedures Complaints**

The following complaints shall not be subject to the District's UCP but shall be referred INVESTIGATED AND RESOLVED BY ~~to~~ the specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, ~~the County Protective Services Division, and~~ OR the appropriate law enforcement agency.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services ~~and shall, for licensing exempt facilities, be referred to the appropriate Child Development regional administrator.~~ (5 CCR 4611)
3. ~~Any complaint alleging fraud shall be referred to the legal, audits and compliance branch of the California Department of Education.~~ ANY COMPLAINT ALLEGING THAT A STUDENT, WHILE IN AN EDUCATION PROGRAM OR ACTIVITY IN WHICH THE DISTRICT EXERCISES SUBSTANTIAL CONTROL OVER THE CONTEXT AND RESPONDENT, WAS SUBJECTED TO SEXUAL HARASSMENT AS DEFINED IN 34 CFR 106.30 SHALL BE ADDRESSED THROUGH THE FEDERAL TITLE IX COMPLAINT PROCEDURES ADOPTED PURSUANT TO 34 CFR 106.44-106.45, AS SPECIFIED IN AR 5145.71 - TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES.
4. Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - nondiscrimination in employment, INCLUDING THE RIGHT TO FILE THE COMPLAINT WITH CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING.
5. ANY COMPLAINT ALLEGING A VIOLATION OF A STATE OR FEDERAL LAW OR REGULATION RELATED TO SPECIAL EDUCATION, A SETTLEMENT AGREEMENT RELATED TO THE PROVISION OF A FREE APPROPRIATE PUBLIC EDUCATION (FAPE), FAILURE OR REFUSAL TO IMPLEMENT A DUE PROCESS HEARING ORDER TO WHICH THE DISTRICT IS SUBJECT, OR A PHYSICAL SAFETY CONCERN THAT INTERFERES WITH THE DISTRICT'S PROVISION OF FAPE SHALL BE SUBMITTED TO THE CALIFORNIA DEPARTMENT OF EDUCATION (CDE) IN ACCORDANCE WITH AR 6159.1 - PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION. (5 CCR 3200-3205)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

UNIFORM COMPLAINT PROCEDURES (cont.)

6. ANY COMPLAINT ALLEGING NONCOMPLIANCE OF THE DISTRICT'S FOOD SERVICE PROGRAM WITH LAWS REGARDING MEAL COUNTING AND CLAIMING, REIMBURSABLE MEALS, ELIGIBILITY OF CHILDREN OR ADULTS, OR USE OF CAFETERIA FUNDS AND ALLOWABLE EXPENSES SHALL BE FILED WITH OR REFERRED TO CDE IN ACCORDANCE WITH BP 3555-NUTRITION PROGRAM COMPLIANCE. (5 CCR 15582)
7. ANY ALLEGATION OF DISCRIMINATION BASED ON RACE, COLOR, NATIONAL ORIGIN, SEX, AGE, OR DISABILITY IN THE DISTRICT'S FOOD SERVICE PROGRAM SHALL BE FILED WITH OR REFERRED TO THE U.S. DEPARTMENT OF AGRICULTURE IN ACCORDANCE WITH BP 3555 – NUTRITION PROGRAM COMPLIANCE. (5CCR 15582)
8. ~~In addition, the District's Williams Uniform Complaint Procedures, AR 1312.4, shall be used to investigate and resolve~~ any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments SHALL BE INVESTIGATED AND RESOLVED IN ACCORDANCE WITH AR 1312.4 - WILLIAMS UNIFORM COMPLAINT PROCEDURES. (EDUCATION CODE 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference:**EDUCATION CODE**

200-262.4 Prohibition of discrimination
 8200-8498 Child care and development programs
 8500-8538 Adult basic education
 18100-18203 School libraries
 32280-32289 School safety plan, uniform complaint procedures
 35186 Williams uniform complaint procedures
 46015 Parental leave for students
 48853-48853.5 Foster youth
 48985 Notices in language other than English
 49010-49013 Student fees
 49060-49079 Student records
 49069.5 Rights of parents
 49490-49590 Child nutrition programs
 49701 Interstate Compact on Educational Opportunity for Military Children
 51210 Courses of study grades 1-6
 51223 Physical education, elementary schools
 51225.1-51225.2 Foster youth and homeless children; former juvenile court school student, and military-connected students; course credits; graduation requirements
 51226-51226.1 Career Technical Education
 51228.1-51228.3 Course periods without educational content
 52059.5 Statewide system of support
 52060-52077 Local control and accountability plan, especially
 52075 Complaint for lack of compliance with local control and accountability plan requirements
 52300-52490 Career technical education
 52500-52616.24 Adult schools
 54400-54425 Compensatory education programs

UNIFORM COMPLAINT PROCEDURES (cont.)

54440-54445 Migrant education

54460-54529 Compensatory education programs

59000-59300 Special schools and center

64000-64001 Consolidated application process

65000-65001 School site councils

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

12900-12996 Fair Employment and Housing Act

HEALTH AND SAFETY CODE

1596.792 California Child Day Care Act; general provisions and definitions

1596.7925 California Child Day Care Act; Health And Safety Regulations

PENAL CODE

422.55 Hate crime; definition

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 2

11023 Harassment and discrimination prevention and correction

CODE OF REGULATIONS, TITLE 5

3200-3205 Special Education compliance complaints

4600-4670 Uniform complaint procedures

4680-4687 Williams Uniform Complaint Procedure

4690-4694 Complaints Regarding Health And Safety Issues In License-Exempt Preschool Programs

900-4965 Nondiscrimination In Elementary And Secondary Education Programs

15580-15584 Child Nutrition Programs Complaint Procedures

UNITED STATES CODE, TITLE 20

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972

6301-6577 Title I Improving The Academic Achievement Of The Disadvantaged

6801-7014 Title III language instruction for limited English proficient and immigrant students

UNITED STATES CODE, TITLE 29

794 Section 504 of Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

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

2000h-2-2000h-6 Title IX of the Civil Rights Acts of 1964

6101-6107 Age Discrimination Act of 1975

1143411435 MCKINNEY-VENTO HOMELESS ASSISTANT ACT

12101-12213 Title II equal opportunity for individuals with disabilities

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

106.1-106.82 Nondiscrimination on the basis of sex in education programs, especially:

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

110.25 Notification of nondiscrimination on the basis of age

Management Resources:**CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

Uniform Complaint Procedure 2020-21 Program Instrument

Sample UCP Board Policies and Procedures

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

Dear Colleague Letter, September 22, 2017

Dear Colleague Letter: Title IX Coordinators, April 2015

UNIFORM COMPLAINT PROCEDURES (cont.)

Dear Colleague Letter: Bullying of Students with Disabilities, October 2014

Dear Colleague Letter: Harassment and Bullying, October 2010

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002

WEBSITES

California School Boards Association: www.csba.org

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

STUDENT PRIVACY POLICY OFFICE: <http://www.2.ed.gov/about/offices/list/opepd/sppo>

Family Policy Compliance Office: www.family.policy.ed.gov

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

U.S. Department of Justice: www.justice.gov

Chino Valley Unified School District

Policy adopted: October 19, 1995

Revised: September 4, 2003

Revised: December 9, 2004

Revised: September 1, 2005

Revised: October 15, 2009

Revised: August 16, 2012

Revised: June 13, 2013

Revised: September 5, 2013

Revised: October 2, 2014

Revised: August 13, 2015

Revised: November 5, 2015

Revised: September 15, 2016

Revised: August 17, 2017

Revised: February 21, 2019

REVISED:

UNIFORM COMPLAINT PROCEDURES

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

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

Compliance Officers

The District designates the individual(s) identified below as the employee(s) responsible for coordinating AND INVESTIGATING the District's response to complaints and for complying with state and federal civil rights laws. The individual(s), POSITION(S) OR UNIT(S) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment as the responsible employee(s) to handle complaints regarding unlawful discrimination (such as UNLAWFUL discriminatory harassment, or intimidation, OR BULLYING) AND IN AR 5145.7 – SEXUAL HARASSMENT FOR HANDLING COMPLAINTS REGARDING SEXUAL HARASSMENT. ~~The individual(s) shall receive and coordinate the investigation of complaints and shall ensure District compliance with law.~~

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

Superintendent
~~(909) 628-1201 ext. 1100~~
COORDINATOR, EQUITY, DIVERSITY, & SUPPORT SYSTEMS
(909) 628-1201 EXT. 6745

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

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

UNIFORM COMPLAINT PROCEDURES

In no instance shall a compliance officer be assigned to a complaint in which ~~he/she~~ THE COMPLIANCE OFFICER has a bias or conflict of interest that would prohibit ~~him/her~~ from THE fairly investigatiOng or resolutiOning OF the complaint. Any complaint against or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias may be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

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

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

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such designated employees shall include current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints including those involving alleged unlawful discrimination, HARASSMENT, INTIMIDATION, OR BULLYING, applicable standards for reaching decisions on complaints, and appropriate corrective measures. Designated employees may have access to legal counsel as determined by the Superintendent or designee.

(cf. 4331 - Staff Development)

(cf. 9124 - Attorney)

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

UNIFORM COMPLAINT PROCEDURES (cont.)**Notifications**

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

IN ADDITION, ~~the~~ Director of Student Support Services shall annually provide written notification of the District's UCP, ~~uniform complaint procedures including information regarding the prohibition of discrimination, harassment, intimidation, and bullying; unlawful student fees and local control and accountability plan (LCAP) requirements, and requirements related to the educational rights of foster youth, homeless students, former juvenile court school students, and children of military families~~ to students, employees, parents/guardians OF DISTRICT STUDENTS, ~~the~~ District advisory committee-members, school advisory committees MEMBERS, ~~appropriate private school officials or representatives, and other interested parties~~ (Education Code 262.3, 48853, 48853.5, 49010-49013, 49069.5, 51225.1, 51225.2, 52705; 5 CCR 4622) through its annual distribution of the parent information handbook.

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

THE NOTICE SHALL INCLUDE:

- 4a. 1. ~~The District has the~~ A STATEMENT THAT THE DISTRICT IS primarily responsible FOR ~~to ensure~~ compliance with applicable state and federal laws and regulations governing educational programs. INCLUDING THOSE RELATED TO PROHIBITION OF UNLAWFUL DISCRIMINATION, HARASSMENT, INTIMIDATION, OR BULLYING AGAINST ANY PROTECTED GROUP, AND A LIST OF ALL PROGRAMS AND ACTIVITIES THAT ARE SUBJECT TO UCP AS IDENTIFIED IN THE SECTION "COMPLAINT SUBJECT TO UCP" IN THE ACCOMPANYING BOARD POLICY
4. 2. ~~Identify the person(s), positions(s), or unit(s) responsible for receiving complaints.~~ THE TITLE OF THE POSITION RESPONSIBLE FOR PROCESSING COMPLAINTS, THE IDENTITY OF THE PERSON(S) CURRENTLY OCCUPYING THAT POSITION IF KNOWN, AND A STATEMENT THAT SUCH PERSONS WILL BE KNOWLEDGEABLE ABOUT THE LAWS AND PROGRAMS THAT THEY ARE ASSIGNED TO INVESTIGATE

UNIFORM COMPLAINT PROCEDURES (cont.)

3. A STATEMENT THAT A UCP COMPLAINT EXCEPT A COMPLAINT ALLEGING UNLAWFUL DISCRIMINATION, HARASSMENT, INTIMIDATION, OR BULLYING, MUST BE FILED NO LATER THAN ONE YEAR FROM THE DATE THE ALLEGED VIOLATION OCCURRED.
- 4e. 4. A STATEMENT THAT A UCP complaint alleging ~~retaliation or~~, unlawful discrimination, HARASSMENT, INTIMIDATION, OR BULLYING must be filed not later than six months from the date it ~~occurred~~ OF THE ALLEGED CONDUCT, or ~~six months from~~ the date the complainant first obtained knowledge of the facts of the alleged CONDUCT ~~unlawful discrimination~~. The time for filing may be extended for up to 90 days by the superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension.
- 4f. 5. A STATEMENT THAT A student enrolled in a public school shall not be required to pay a fee for his/her participation in an educational activity that constitutes an integral fundamental part of the District's educational program, including curricular and extracurricular activities.
2. 6. A STATEMENT THAT A ~~Any~~ complaint REGARDING ~~alleging noncompliance with law regarding the prohibition against requiring students to pay student fees, deposits, and charges or any requirement related to the~~ OR THE LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP) may be filed anonymously if the ~~complaint~~ COMPLAINANT provides evidence, or information leading to evidence, to support THE COMPLAINT ~~an allegation of noncompliance~~. A ~~complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the superintendent or designee. however, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)~~
7. A STATEMENT THAT THE DISTRICT WILL POST A STANDARDIZED NOTICE OF THE EDUCATIONAL AND GRADUATION REQUIREMENTS OF FOSTER YOUTH, HOMELESS STUDENTS, CHILDREN OF MILITARY FAMILIES, AND FORMER JUVENILE COURT SCHOOL STUDENTS NOW ENROLLED IN THE DISTRICT, AS SPECIFIED IN EDUCATION CODE 48645.7, 48853, 48853.5, 49069.5, 51225.1, AND 51225.2, AND THE COMPLAINT PROCESS
- 4b. 8. A STATEMENT THAT ~~The~~ complaints WILL BE INVESTIGATED IN ACCORDANCE WITH THE DISTRICT'S UCP AND A WRITTEN DECISION WILL BE SENT TO THE COMPLAINANT ~~review shall be completed~~ within 60 calendar days from the ~~date of~~ receipt of the complaint unless THIS TIME PERIOD IS EXTENDED BY WRITTEN AGREEMENT OF the complainant. ~~agrees in writing to an extension of the timeline.~~

UNIFORM COMPLAINT PROCEDURES (cont.)

3. 9. A STATEMENT THAT, FOR PROGRAMS WITHIN THE SCOPE OF THE UCP AS SPECIFIED IN THE ACCOMPANYING BOARD POLICY, ~~Advise~~ the complainant HAS A RIGHT TO ~~of the~~ appeal THE DISTRICT'S investigation report ~~process~~, including, if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) BY FILING A WRITTEN APPEAL, INCLUDING A COPY OF THE ORIGINAL COMPLAINT AND THE DISTRICT'S DECISION, WITHIN 30 CALENDAR DAYS OF RECEIVING THE DISTRICT'S DECISION. ~~or to pursue remedies before civil courts or other public agencies, such as the U.S. Department of Education's Office for Civil Rights (OCR) in cases involving unlawful discrimination.~~
2. 10. A STATEMENT ~~Advise~~ING the complainant of any civil law remedies, INCLUDING, BUT NOT LIMITED TO, INJUNCTIONS, RESTRAINING ORDERS, OR OTHER REMEDIES OR ORDERS that may be available to ~~him/her~~ under state or federal antidiscrimination laws PROHIBITING DISCRIMINATION, HARASSMENT, INTIMIDATION, OR BULLYING, if applicable.
4. 11. Copies of the District's UCP are available free of charge.
4. ~~Include statements that:~~
- ~~d. If a complaint is not filed in writing but the District receives notice of any allegation that is subject to the UCP, the District shall take affirmative steps to investigate and address the allegations, in a manner appropriate to the particular circumstances.~~
 - ~~g. The Board is required to adopt and annually update the LCAP in a manner that includes meaningful engagement of parents/guardians, students, and other stakeholders in the development and/or review of the LCAP.~~
 - ~~h. A foster youth shall receive information about educational rights related to his/her educational placement, enrollment in and checkout from school, as well as the responsibilities of the District liaison for foster youth to ensure and facilitate these requirements and to assist the student in ensuring proper transfer of his/her credits, records, and grades when he/she transfers between schools or between the District and another district.~~
 - ~~i. A foster youth, homeless student, former juvenile court school student or child of a military family who transfers into a District high school or between District high schools as applicable shall be notified of the District's responsibility to:~~

UNIFORM COMPLAINT PROCEDURES (cont.)

- ~~1. Accept any coursework or part of the coursework that the student has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency, and to issue full or partial credit for the coursework completed~~
- ~~2. Not require the student to retake any course or a portion of a course which he/she has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency~~
- ~~3. If the student has completed his/her second year of high school before the transfer, provide the student information about District-adopted coursework and Board-imposed graduation requirements from which he/she may be exempted pursuant to Education Code 51225.4~~

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

(cf. 1113 - District and School Websites)
(cf. 1114 - District-Sponsored Social Media)

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

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

Filing of Complaint

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp. IF A SITE ADMINISTRATOR NOT DESIGNATED AS A COMPLIANCE OFFICER RECEIVES A COMPLAINT, THE SITE ADMINISTRATOR SHALL NOTIFY THE COMPLIANCE OFFICER.

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

UNIFORM COMPLAINT PROCEDURES (cont.)

All complaints shall be filed in accordance with the following RULES, AS APPLICABLE:

1. A complaint alleging District violation of applicable state or federal law or regulations governing the programs specified in the accompanying board policy (~~item #1 of the section "complaints subject to the UCP"~~) may be filed by any individual, public agency, or organization. (5 CCR 4630 4600)
2. Any complaint alleging noncompliance with law regarding the prohibition against ~~requiring students to pay~~ student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the superintendent or designee.
3. A UCP COMPLAINT, EXCEPT FOR A UCP COMPLAINT ALLEGING UNLAWFUL DISCRIMINATION, HARASSMENT, INTIMIDATION, OR BULLYING, SHALL BE FILED NO LATER THAN ONE YEAR FROM THE DATE THE ALLEGED VIOLATION OCCURRED. FOR COMPLAINTS RELATED TO THE LCAP, THE DATE OF THE ALLEGED VIOLATION IS THE DATE WHEN THE COUNTY SUPERINTENDENT OF SCHOOLS APPROVES THE LCAP THAT WAS ADOPTED BY THE GOVERNING BOARD. (5 CCR 4630)
3. 4. A complaint alleging unlawful discrimination, HARASSMENT, INTIMIDATION, OR BULLYING may be filed only by a person who alleges ~~that he/she~~ personally suffered ~~the~~ unlawful discrimination, ~~or by~~ a person who believes that ~~an individual or~~ any specific class of individuals has been subjected to it UNLAWFUL DISCRIMINATION, OR A DULY AUTHORIZED REPRESENTATIVE WHO ALLEGES THAT AN INDIVIDUAL STUDENT HAS BEEN SUBJECTED TO DISCRIMINATION, HARASSMENT, INTIMIDATION, OR BULLYING.
5. The complaint ALLEGING UNLAWFUL DISCRIMINATION, HARASSMENT, INTIMIDATION, OR BULLYING shall be initiated no later than six months from the date when the alleged unlawful discrimination occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)
6. When a complaint alleging unlawful discrimination, HARASSMENT, INTIMIDATION, OR BULLYING is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.

UNIFORM COMPLAINT PROCEDURES (cont.)

7. When the complainant OF UNLAWFUL DISCRIMINATION, HARASSMENT, INTIMIDATION, OR BULLYING or alleged victim WHEN NOT THE COMPLAINANT, ~~of unlawful discrimination~~ requests confidentiality, the compliance officer shall inform ~~him/her~~ THE COMPLAINANT OR VICTIM that the request may limit the District's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the District shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

Mediation

Within three business days after RECEIVING THE COMPLAINT, the compliance officer ~~receives the complaint, he/she~~ may informally discuss with all the parties the possibility of using mediation TO RESOLVED THE COMPLAINT. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of a sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination, HARASSMENT, INTIMIDATION, OR BULLYING, the compliance officer shall ensure that all parties agree to ~~make~~ PERMIT the mediator a ~~party~~ ACCESS to ALL relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

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

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

Investigation of Complaint

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

Within ~~three~~ ONE business days of initiating the investigation, the compliance officer shall provide the complainant and/or his/her representative with the opportunity to present the information contained in the complaint to the compliance office and shall notify the complainant and/or his/her representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in

UNIFORM COMPLAINT PROCEDURES (cont.)

the complaint. Such evidence or information may be presented at any time during the investigation.

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

To investigate a complaint alleging retaliation or unlawful discrimination, HARASSMENT, INTIMIDATION, OR BULLYING the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the District's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or ~~engagement in~~ any other obstruction of the investigation may result in the dismissal of the complaint because of lack of evidence to support the allegation. Similarly, ~~a respondent's refusal to provide the District's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in a finding, based on evidence collected, that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)~~ In accordance with law, REFUSAL BY the District ~~shall~~ TO provide the investigator with access to records and/OR other information related to the allegation in the complaint, and ~~shall not in any way obstruct the investigation.~~ Failure or refusal of the District to cooperate in the investigation OR ANY OTHER OBSTRUCTION OF THE INVESTIGATION may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

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

TIMELINE FOR INVESTIGATION Report of Findings

Unless extended by written agreement with the complainant, ~~the compliance officer~~ THE INVESTIGATION REPORT shall BE SENT ~~prepare and send~~ to the complainant and respondent if there is one, a written report, as described in the section "Final Written Decision" below, within 60 calendar days of the District's receipt of the complaint. (5 CCR 4631)

UNIFORM COMPLAINT PROCEDURES (cont.)

WITHIN 30 CALENDAR DAYS OF RECEIVING THE COMPLAINT, THE COMPLIANCE OFFICER SHALL PREPARE AND SEND TO THE COMPLAINANT A WRITTEN REPORT, AS DESCRIBED IN THE SECTION "INVESTIGATION REPORT" BELOW. IF THE COMPLAINANT IS DISSATISFIED WITH THE COMPLIANCE OFFICER'S DECISION, THE COMPLAINANT MAY, WITHIN FIVE BUSINESS DAYS, FILE THE COMPLAINT IN WRITING WITH THE BOARD.

THE BOARD MAY CONSIDER THE MATTER AT ITS NEXT REGULAR BOARD MEETING OR AT A SPECIAL BOARD MEETING CONVENED IN ORDER TO MEET THE 60-DAY TIME LIMIT WITHIN WHICH THE COMPLAINT MUST BE ANSWERED. WHEN REQUIRED BY LAW, THE MATTER SHALL BE CONSIDERED IN CLOSED SESSION. THE BOARD MAY DECIDE NOT TO HEAR THE COMPLAINT, IN WHICH CASE THE COMPLIANCE OFFICER'S DECISION SHALL BE FINAL.

IF THE BOARD HEARS THE COMPLAINT, THE COMPLIANCE OFFICER SHALL SEND THE BOARD'S DECISION TO THE COMPLAINANT WITHIN 60 CALENDAR DAYS OF THE DISTRICT'S INITIAL RECEIPT OF THE COMPLAINT OR WITHIN THE TIME PERIOD THAT HAS BEEN SPECIFIED IN A WRITTEN AGREEMENT WITH THE COMPLAINANT. (5 CCR 4631)

~~In resolving~~ FOR any complaint alleging unlawful discrimination (~~such as discriminatory harassment, intimidation, and bullying~~), the respondent ~~also~~ shall be INFORMED OF ANY EXTENSION OF THE TIMELINE AGREED TO BY ~~sent the district's decision and, in the same manner as the complainant,~~ AND IN THE SAME MANNER AS THE COMPLAINANT, may file a complaint with the Board if dissatisfied with the decision.

~~Final Written Decision~~ INVESTIGATION REPORT

~~The District's decision on how it will resolve the complaint shall be in writing and shall be sent to the complainant and respondent. (5 CCR 4631)~~

For all complaints, THE DISTRICT'S INVESTIGATION REPORT ~~the decision~~ shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered. ~~In reaching a factual determination, the following factors may be taken into account:~~
 - a. ~~Statements made by any witnesses~~
 - b. ~~The relative credibility of the individuals involved~~
 - c. ~~How the complaining individual reacted to the incident~~
 - d. ~~Any documentary or other evidence relating to the alleged conduct~~

UNIFORM COMPLAINT PROCEDURES (cont.)

- ~~e. Past instances of similar conduct by any alleged offenders~~
 - ~~f. Past false allegations made by the complainant~~
2. The conclusion(s) PROVIDING A CLEAR DETERMINATION FOR EACH ALLEGATION AS TO WHETHER THE DISTRICT IS IN COMPLIANCE WITH THE RELEVANT ~~of~~ law.
 3. ~~Disposition of the complaint.~~ CORRECTIVE ACTION(S) WHENEVER THE DISTRICT FINDS MERIT IN THE COMPLAINT, INCLUDING, WHEN REQUIRED BY LAW, A REMEDY TO ALL AFFECTED STUDENTS AND PARENTS/GUARDIANS AND, FOR A STUDENT FEES COMPLAINT, A REMEDY THAT COMPLIES WITH EDUCATION CODE 49013 AND 5 CCR 4600.
 4. ~~Rationale for such disposition.~~ NOTICE OF THE COMPLAINANT'S RIGHT TO APPEAL THE DISTRICT'S INVESTIGATION REPORT TO CDE, EXCEPT WHEN THE DISTRICT HAS USED THE UCP TO ADDRESS A COMPLAINT NOT SPECIFIED IN 5 CCR 4610.
 5. PROCEDURES TO BE FOLLOWED FOR INITIATING AN APPEAL TO CDE. ~~Corrective action(s) including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600.~~

~~For complaints of unlawful discrimination, the decision may, as required by law, include:~~

- ~~a. The corrective actions imposed on the respondent~~
 - ~~b. Individual remedies offered or provided to the complainant or another person who was the subject of the complaint, but this information should not be shared with the respondent~~
 - ~~c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence~~
6. ~~Notice of the complainant's and respondent's right to appeal the District's decision within 15 calendar days to the CDE and procedures to be followed for initiating such an appeal.~~

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

UNIFORM COMPLAINT PROCEDURES (cont.)

In consultation with District legal counsel, information about the relevant part of an INVESTIGATION REPORT ~~decision~~ may be communicated to a victim who is not the complainant and to other parties that may be involved in implementing the INVESTIGATION REPORT ~~decision~~ or affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination, HARASSMENT, INTIMIDATION, AND BULLYING, notice of the ~~district's decision~~ INVESTIGATION REPORT to the alleged victim may include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

If the complaint involves a limited-English-proficient (LEP) student or parent/guardian, ~~and the student involved attends a school at which 15 percent or more of the students speak a single primary language other than English,~~ then the DISTRICT'S RESPONSE, IF REQUESTED BY THE COMPLAINANT, AND THE INVESTIGATION REPORT SHALL BE WRITTEN IN ENGLISH AND THE PRIMARY LANGUAGE IN WHICH THE COMPLAINT WAS FILED. ~~decision shall also be translated into that language. In other all other instances, the District shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.~~

For complaints alleging unlawful discrimination, HARASSMENT, INTIMIDATION, AND BULLYING, based on state law, the ~~decision~~ INVESTIGATION REPORT shall also include a notice to the complainant that:

1. ~~He/she~~ THE COMPLAINANT may pursue available civil law remedies outside of the District's complaint procedures, including, BUT NOT LIMITED TO, INJUNCTIONS, RESTRAINING ORDERS OR OTHER REMEDIES OR ORDERS ~~seeking assistance from mediation centers or public/private interest attorneys,~~ 60 calendar days after the filing of an appeal with the CDE. (Education Code 262.3)
2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)
3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

~~For complaints of retaliation or unlawful discrimination, the disposition of the complaint shall include a determination for each allegation as to whether retaliation or unlawful discrimination has occurred.~~

~~The determination of whether a hostile environment exists may involve consideration of the following:~~

UNIFORM COMPLAINT PROCEDURES (cont.)

- ~~a. How the misconduct affected one or more students' education~~
- ~~b. The type, frequency, and duration of the misconduct~~
- ~~c. The relationship between the alleged victim(s) and offender(s)~~
- ~~d. The number of persons engaged in the conduct and at whom the conduct 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 individuals~~

Corrective Actions

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or District environment may include, but are not limited to, actions to reinforce District policies, training for faculty, staff, and students, updates to school policies, or school climate surveys.

For complaints involving retaliation, or unlawful discrimination, HARASSMENT, INTIMIDATION, OR BULLYING, appropriate REMEDIES ~~corrective actions~~ that MAY BE OFFERED TO ~~focus on~~ the victim but not communicated to the respondent may include, but are not limited to, the following:

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

UNIFORM COMPLAINT PROCEDURES (cont.)

~~9. Determination of whether any past actions of the victim that resulted in discipline were related to the treatment the victim received and described in the complaint~~

For complaints OF retaliation or unlawful discrimination, HARASSMENT, INTIMIDATION, OR BULLYING, involving or appropriate corrective actions that ~~focus on a student offender~~ may BE PROVIDED TO THE STUDENT include, but are not limited to, the following:

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

When an employee is found to have committed retaliation or unlawful discrimination, ~~(such as discriminatory harassment, or intimidation, OR BULLYING)~~, the District shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

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

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

HOWEVER, if a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes, COURSES WITHOUT EDUCATIONAL CONTENT ~~for students in elementary schools~~, or any requirement related to the LCAP is found to have merit, the District shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51223, 52075)

UNIFORM COMPLAINT PROCEDURES (cont.)

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

Appeals to the California Department of Education

Any complainant who is dissatisfied with the District's ~~final written decision~~ INVESTIGATION REPORT of ON a complaint regarding any specified federal or state educational program subject to the UCP may file an appeal in writing with the CDE within ~~15~~ **30** calendar days of receiving the District's ~~decision~~ INVESTIGATION REPORT. (Education Code ~~222, 48853, 48853.5, 49013, 49069.5, 51223, 51225.1, 51225.2, 51228.3, 52075;~~ 5 CCR 4632)

~~When a respondent in any complaint alleging unlawful discrimination (such as discriminatory harassment, or intimidation) is dissatisfied with the District's final written decision, he/she, in the same manner as the complainant, may file an appeal with the GDE.~~

~~The complainant or respondent shall specify the basis for the appeal of the decision and how the facts of the district's decision are incorrect and/or the law has been misapplied. The appeal shall be sent to CDE WITH accompanied by a copy of the locally filed complaint and a copy of the District's decision INVESTIGATION REPORT for that complaint. THE COMPLAINANT SHALL SPECIFY AND EXPLAIN THE BASIS FOR THE APPEAL, INCLUDING AT LEAST ONE OF THE FOLLOWING: (5 CCR 4632) (5 CCR 4632)~~

1. THE DISTRICT FAILED TO FOLLOW ITS COMPLAINT PROCEDURES.
2. RELATIVE TO THE ALLEGATIONS OF THE COMPLAINT, THE DISTRICT'S INVESTIGATION REPORT LACKS MATERIAL FINDINGS OF FACT NECESSARY TO REACH A CONCLUSION OF LAW.
3. THE MATERIAL FINDINGS OF FACT IN THE DISTRICT'S INVESTIGATION REPORT ARE NOT SUPPORTED BY SUBSTANTIAL EVIDENCE.
4. THE LEGAL CONCLUSION IN THE DISTRICT'S INVESTIGATION REPORT IS INCONSISTENT WITH THE LAW.
5. IN A CASE IN WHICH THE DISTRICT FOUND NONCOMPLIANCE, THE CORRECTIVE ACTIONS FAIL TO PROVIDE A PROPER REMEDY.

UNIFORM COMPLAINT PROCEDURES (cont.)

Upon notification by the CDE that the ~~complainant or respondent has appealed the District's decision~~ INVESTIGATION REPORT HAS BEEN APPEALED, the Superintendent or designee shall forward the following documents to the CDE WITHIN 10 DAYS OF THE DATE OF NOTIFICATION: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the ~~written decision~~ DISTRICT'S INVESTIGATION REPORT
3. ~~A summary of the nature and extent of the investigation conducted by the District, if not covered by the decision~~ A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
4. A report of any action taken to resolve the complaint
5. A copy of the District's Uniform Complaint procedures
6. Other relevant information requested by the CDE

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

HEALTH AND SAFETY COMPLAINTS IN LICENSE-EXEMPT PRESCHOOL PROGRAMS

ANY COMPLAINT REGARDING HEALTH OR SAFETY ISSUES IN A LICENSE-EXEMPT CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP) SHALL BE ADDRESSED THROUGH THE PROCEDURES DESCRIBED IN 5 CCR 4690-4694.

IN ORDER TO IDENTIFY APPROPRIATE SUBJECTS OF CSPP HEALTH AND SAFETY ISSUES PURSUANT TO HEALTH AND SAFETY CODE 1596.7925, A NOTICE SHALL BE POSTED IN EACH LICENSE-EXEMPT CSPP CLASSROOM IN THE DISTRICT NOTIFYING PARENTS/GUARDIANS, STUDENTS, AND TEACHERS OF THE HEALTH AND SAFETY REQUIREMENTS OF TITLE 5 REGULATIONS THAT APPLY TO CSPP PROGRAMS PURSUANT TO HEALTH AND SAFETY CODE 1596.7925 AND THE LOCATION AT WHICH TO OBTAIN A FORM TO FILE ANY COMPLAINT ALLEGING NONCOMPLIANCE WITH THOSE REQUIREMENTS. FOR THIS PURPOSE, THE SUPERINTENDENT OR DESIGNEE MAY DOWNLOAD AND

UNIFORM COMPLAINT PROCEDURES (cont.)

POST A NOTICE AVAILABLE FROM THE CDE WEB SITE. (Education Code 8212; 5 CCR 4691)

THE DISTRICT'S ANNUAL UCP NOTIFICATION DISTRIBUTED PURSUANT TO 5 CCR 4622 SHALL CLEARLY INDICATE WHICH OF ITS CSPP PROGRAMS ARE OPERATING AS EXEMPT FROM LICENSING AND WHICH CSPP PROGRAMS ARE OPERATING PURSUANT TO REQUIREMENTS UNDER TITLE 22 OF THE CODE OF REGULATIONS. (5 CCR 4691)

ANY COMPLAINT REGARDING SPECIFIED HEALTH OR SAFETY ISSUES IN A LICENSE-EXEMPT CSPP PROGRAM SHALL BE FILED WITH THE PRESCHOOL PROGRAM ADMINISTRATOR OR DESIGNEE, AND MAY BE FILED ANONYMOUSLY. THE COMPLAINT FORM SHALL SPECIFY THE LOCATION FOR FILING THE COMPLAINT, CONTAIN A SPACE TO INDICATE WHETHER THE COMPLAINANT DESIRES A RESPONSE TO THE COMPLAINT, AND ALLOW A COMPLAINANT TO ADD AS MUCH TEXT AS DESIRED TO EXPLAIN THE COMPLAINT. (Education Code 8212; 5 CCR 4690)

IF IT IS DETERMINED THAT THE COMPLAINT IS BEYOND THE AUTHORITY OF THE PRESCHOOL PROGRAM ADMINISTRATOR, THE MATTER SHALL BE FORWARDED TO THE SUPERINTENDENT OR DESIGNEE IN A TIMELY MANNER, NOT TO EXCEED 10 WORKING DAYS, FOR RESOLUTION. THE PRESCHOOL ADMINISTRATOR OR THE SUPERINTENDENT OR DESIGNEE SHALL MAKE ALL REASONABLE EFFORTS TO INVESTIGATE ANY COMPLAINT WITHIN THEIR AUTHORITY. (Education Code 8212; 5 CCR 4692)

INVESTIGATION OF A COMPLAINT REGARDING HEALTH OR SAFETY ISSUES IN A LICENSE-EXEMPT CSPP PROGRAM SHALL BEGIN WITHIN 10 DAYS OF RECEIPT OF THE COMPLAINT. (Education Code 8212; 5 CCR 4692)

THE PRESCHOOL ADMINISTRATOR OR DESIGNEE SHALL REMEDY A VALID COMPLAINT WITHIN A REASONABLE TIME PERIOD NOT TO EXCEED 30 WORKING DAYS FROM THE DATE THE COMPLAINT WAS RECEIVED. IF THE COMPLAINANT HAS INDICATED ON THE COMPLAINT FORM A DESIRE TO RECEIVE A RESPONSE TO THE COMPLAINT, THE PRESCHOOL ADMINISTRATOR OR SUPERINTENDENT'S DESIGNEE SHALL, WITHIN 45 WORKING DAYS OF THE INITIAL FILING OF THE COMPLAINT, REPORT THE RESOLUTION OF THE COMPLAINT TO THE COMPLAINANT AND CDE'S ASSIGNED FIELD CONSULTANT. IF THE PRESCHOOL ADMINISTRATOR MAKES THIS REPORT, THE INFORMATION SHALL BE REPORTED AT THE SAME TIME TO THE SUPERINTENDENT OR DESIGNEE. (Education Code 8212; 5 CCR 4692)

UNIFORM COMPLAINT PROCEDURES (cont.)

IF A COMPLAINT REGARDING HEALTH OR SAFETY ISSUES IN A LICENSE-EXEMPT CSPP PROGRAM INVOLVES AN LEP STUDENT OR PARENT/GUARDIAN, THEN THE DISTRICT'S RESPONSE, IF REQUESTED BY THE COMPLAINANT, AND THE INVESTIGATION REPORT SHALL BE WRITTEN IN ENGLISH AND THE PRIMARY LANGUAGE IN WHICH THE COMPLAINT WAS FILED.

IF A COMPLAINANT IS NOT SATISFIED WITH THE RESOLUTION OF A COMPLAINT, THE COMPLAINANT HAS THE RIGHT TO DESCRIBE THE COMPLAINT TO THE BOARD AT A REGULARLY SCHEDULED HEARING AND, WITHIN 30 DAYS OF THE DATE OF THE WRITTEN REPORT, MAY FILE A WRITTEN APPEAL OF THE DISTRICT'S DECISION TO THE SUPERINTENDENT OF PUBLIC INSTRUCTION IN ACCORDANCE WITH 5 CCR 4632. (Education Code 8212; 5 CCR 4693, 4694)

ALL COMPLAINTS AND RESPONSES ARE PUBLIC RECORDS. (5 CCR 4690)

ON A QUARTERLY BASIS, THE SUPERINTENDENT OR DESIGNEE SHALL REPORT SUMMARIZED DATA ON THE NATURE AND RESOLUTION OF ALL CSPP HEALTH AND SAFETY COMPLAINTS, INCLUDING THE NUMBER OF COMPLAINTS BY GENERAL SUBJECT AREA WITH THE NUMBER OF RESOLVED AND UNRESOLVED COMPLAINTS, TO THE BOARD AT A REGULARLY SCHEDULED BOARD MEETING AND TO THE COUNTY SUPERINTENDENT. (5 CCR 4693)

Chino Valley Unified School District

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