



**CHINO VALLEY**  
UNIFIED SCHOOL DISTRICT

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

# BOARD OF EDUCATION AGENDA

**October 6, 2022**

**BOARD OF EDUCATION**

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

Maya King, Student Representative

—◆—  
**SUPERINTENDENT**

**Norm Enfield, Ed.D.**

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5130 Riverside Drive. Chino. California 91710  
[www.chino.k12.ca.us](http://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**  
**5:00 p.m. – Closed Session • 6:00 p.m. – Regular Meeting**  
**October 6, 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](https://www.youtube.com/channel/UCWKinB4PTb_uskobmwBF8pw).

**I. OPENING BUSINESS**

**I.A. CALL TO ORDER – 5:00 P.M.**

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

**Discussion and possible action (times are approximate):**

- a. Student Discipline Matters (Education Code 35146, 48918 (c) & (j)): Expulsion cases 22/2-04 and 22/23-07. (20 minutes)
- b. 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. (40 minutes)

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

1. Report Closed Session Action
2. Pledge of Allegiance

**I.C. PRESENTATION**

1. Essential Standards and the Smarter Balanced Assessment Results

**I.D. COMMENTS FROM STUDENT REPRESENTATIVE**

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

**II. ACTION**

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

**II.A.1. Public Hearing Regarding the Sufficiency of Instructional Materials 2022/2023 and Adoption of Resolution 2022/2023-16** Motion\_\_\_ Second\_\_\_  
 Page 9 Preferential Vote: \_\_\_  
 Vote: Yes \_\_\_ No \_\_\_

Recommend the Board of Education conduct a public hearing regarding the Sufficiency of Instructional Materials 2022/2023 and adopt Resolution 2022/2023-16.

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

**II.B.1. Correction of Clerical Error on Resolution 2022/2023-14, California Schools Healthy Air, Plumbing, and Efficiency Program (CalSHAPE)** Motion\_\_\_ Second\_\_\_  
 Page 14 Preferential Vote: \_\_\_  
 Vote: Yes \_\_\_ No \_\_\_

Recommend the Board of Education approve the correction of clerical error on Resolution 2022/2023-14, California Schools Healthy Air, Plumbing, and Efficiency Program.

**II.C. HUMAN RESOURCES**

**II.C.1. Resolution 2022/2023-17, Week of the School Administrator** Motion\_\_\_ Second\_\_\_  
 Page 16 Preferential Vote: \_\_\_  
 Vote: Yes \_\_\_ No \_\_\_

Recommend the Board of Education adopt Resolution 2022/2023-17, Week of the School Administrator.

### **III. CONSENT**

Motion \_\_\_ Second \_\_\_  
Preferential Vote: \_\_\_  
Vote: Yes \_\_\_ No \_\_\_

#### **III.A. ADMINISTRATION**

##### **III.A.1. Minutes of the September 15, 2022 Regular Meeting**

Page 19 Recommend the Board of Education approve the minutes of the September 15, 2022 regular meeting.

#### **III.B. BUSINESS SERVICES**

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

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

##### **III.B.2. Fundraising Activities**

Page 28 Recommend the Board of Education approve/ratify the fundraising activities.

##### **III.B.3. Donations**

Page 32 Recommend the Board of Education accept the donations.

##### **III.B.4. Legal Services**

Page 34 Recommend the Board of Education approve payment for legal services to the law offices of Atkinson, Andelson, Loya, Ruud & Romo; Margaret A. Chidester & Associates; and Tao Rossini, APC.

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

##### **III.C.1. Student Expulsion Cases 22/23-04 and 22/23-07**

Page 35 Recommend the Board of Education approve student expulsion cases 22/23-04 and 22/23-07.

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

Page 36 Recommend the Board of Education approve/ratify the school-sponsored trips for Briggs K-8, Ayala HS, Chino HS, and Chino Hills HS.

##### **III.C.3. Proclamation for Red Ribbon Week, October 23-31, 2022**

Page 38 Recommend the Board of Education adopt the Proclamation for Red Ribbon Week, October 23-31, 2022.

##### **III.C.4. Revision of Board Policy 5131.2 Students—Bullying**

Page 40 Recommend the Board of Education approve the revision of Board Policy 5131.2 Students—Bullying.

**III.C.5. Revision of Board Policy 6142.2 Instruction—World Language Instruction**

Page 47

Recommend the Board of Education approve the revision of Board Policy 6142.2 Instruction—World Language Instruction.

**III.C.6. Revision of Board Policy 6173 Instruction—Education for Homeless Children**

Page 52

Recommend the Board of Education approve the revision of Board Policy 6173 Instruction—Education for Homeless Children.

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

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

Page 60

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

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

Page 61

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

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

Page 65

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

**III.D.4. Resolution 2022/2023-15, Authorization to Utilize a Piggyback Contract**

Page 80

Recommend the Board of Education adopt Resolution 2022/2023-15, Authorization to Utilize a Piggyback Contract.

**III.D.5. Notice of Completion for CUPCCAA Projects**

Page 84

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

**III.D.6. Change Order and Notice of Completion for CUPCCAA Projects**

Page 85

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

**III.D.7. Notice of Completion for Bid 22-23-09I, Don Lugo HS Soffit Removal**

Page 88

Recommend the Board of Education approve the Notice of Completion for Bid 22-23-09I, Don Lugo HS Soffit Removal.

**III.D.8. Change Order and Notice of Completion for Bid 20-21-13F, Don Lugo HS Re-Roofing Project**

Page 89

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 20-21-13F, Don Lugo HS Re-Roofing Project.

**III.D.9. Change Order and Notice of Completion for Bid 21-22-02F, Townsend JHS Slope Renovation – Landscaping**

Page 93

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 21-22-02F, Townsend JHS Slope Renovation - Landscaping.

**III.D.10. Award of Bid No. 22-23-07F, Eagle Canyon ES Alterations**

Page 97

Recommend the Board of Education award Bid No. 22-23-07F, Eagle Canyon ES Alterations to: Integrated Demolition Resources; KAR Construction, RND Contractors, Inc.; Core Contracting Inc.; K & Z Cabinet Co., Inc.; Mirage Builders, Inc.; Continental Marble & Tile Co.; Elljay Acoustics, Inc.; Lawrence W. Rosine Co.; D & M Painting; Bogh Engineering; Kitcor Corporation; Emphyrean Plumbing; Simco Mechanical, Inc.; Rancho Pacific Electric Inc.; and Roadway Engineering & Contracting.

**III.D.11. Approval of Investment Management Agreement**

Page 99

Recommend the Board of Education approve the Investment Management Agreement with Crawford Investment Counsel, Inc.

**III.E. HUMAN RESOURCES**

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

Page 121

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

**III.E.2. Rejection of Claim**

Page 128

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

**III.E.3. Affiliation Agreement with the University of Phoenix**

Page 129

Recommend the Board of Education approve the affiliation agreement with the University of Phoenix.

**III.E.4. Revision of Board Policy 1312.3 Community Relations—Uniform Complaint Procedures**

Page 138

Recommend the Board of Education approve the revision of Board Policy 1312.3 Community Relations—Uniform Complaint Procedures.

## **IV. INFORMATION**

### **IV.A. ADMINISTRATION**

**IV.A.1. Resolution 2022/2023 – Opposition of President Biden’s Executive Order to Make Changes to Title IX in Regards to Gender**  
Page 149

Sonja Shaw recommends Chino Valley Unified School District stands in strong opposition and sends President Biden a letter and an email stating CVUSD is in opposition of his proposed changes.

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

**IV.B.1. Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for July Through September 2022**  
Page 152

Recommend the Board of Education receive for information the Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for July through September 2022.

**IV.B.2. Revision of Board Policy and Administrative Regulation 6142.7 Instruction—Physical Education and Activity**  
Page 154

Recommend the Board of Education receive for information the revision of Board Policy and Administrative Regulation 6142.7 Instruction—Physical Education and Activity.

**IV.B.3. Revision of Board Policy and Deletion of Administrative Regulation 6146.1 Instruction—High School Graduation Requirements**  
Page 167

Recommend the Board of Education receive for information the revision of Board Policy and deletion of Administrative Regulation 6146.1 Instruction—High School Graduation Requirements.

**IV.B.4. Revision of Administrative Regulation 6162.51 Instruction—State Academic Achievement Tests**  
Page 177

Recommend the Board of Education receive for information the revision of Administrative Regulation 6162.51 Instruction—State Academic Achievement Tests.

### **IV.C. HUMAN RESOURCES**

**IV.C.1. Revision of Administrative Regulation 1312.4 Community Relations—Williams Uniform Complaint Procedures**  
Page 185

Recommend the Board of Education receive for information the revision of Administrative Regulation 1312.4 Community Relations—Williams Uniform Complaint Procedures.

## **V. COMMUNICATIONS**

### **BOARD MEMBERS AND SUPERINTENDENT**

## **VI. ADJOURNMENT**

Prepared by: Gurveen Sidhu, Administrative Secretary, Curriculum, Instruction, Innovation, and Support  
Date posted: September 30, 2022



**Chino Valley Unified School District**

**Our Motto:**

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

**DATE:** October 6, 2022

**TO:** Members, Board of Education

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

**PREPARED BY:** Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support  
Luke Hackney, Director, Elementary Curriculum and Instruction  
Katrina Gomez, DSW, Director, Health Services/Child Development  
Julian Rodriguez, Ed.D., Director, Secondary Curriculum and Instruction  
Troy Ingram, Coordinator, Innovation and Creative Services

**SUBJECT: PUBLIC HEARING REGARDING THE SUFFICIENCY OF INSTRUCTIONAL MATERIALS 2022/2023 AND ADOPTION OF RESOLUTION 2022/2023-16**

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**BACKGROUND**

Education Code 60119 states the governing board of a school district shall hold a public hearing at which the board shall encourage participation by parents, teachers, members of the community interested in the affairs of the school district, and bargaining unit leaders.

At this hearing a determination shall be made, through a resolution, as to whether each pupil has sufficient textbooks or instructional materials, or both, to use in class and to take home. These textbooks or instructional materials shall be aligned to the content standards pursuant to Education Code 60605 or 60605.8 in each of the following subjects, that are consistent with the content and cycles of the curriculum framework adopted by the state board in mathematics, science, history-social science, English language arts, including the English language development component of an adopted program, foreign language and health.

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

**RECOMMENDATION**

It is recommended the Board of Education conduct a public hearing regarding the Sufficiency of Instructional Materials 2022/2023 and adopt Resolution 2022/2023-16.

**FISCAL IMPACT**

None.

NE:LF:LH:KG:JR:TI:gks

**Chino Valley Unified School District  
Resolution 2022/2023-16  
Sufficiency of Instructional Materials**

**WHEREAS**, the Board of Education of the Chino Valley Unified School District, in order to comply with the requirements of Education Code 60119, held a public hearing on October 6, 2022, at 6:00 pm, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours;

**WHEREAS**, the Board provided at least 10 days' notice of the public hearing by posting it in at least three public places within the District stating the time, place, and purpose of the hearing;

**WHEREAS**, the Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing;

**WHEREAS**, information provided at the public hearing detailed the extent to which sufficient textbooks or instructional materials were provided to all students, including English learner, in the Chino Valley Unified School District;

**WHEREAS**, the definition of "sufficient textbooks or instructional materials" means that each student, including each English learner, has a standards-aligned textbook and/or instructional materials to use in class and to take home, which may include materials in a digital format but shall not include photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage;

**WHEREAS**, the definition of "sufficient textbooks or instructional materials" also means that all students who are enrolled in the same course within the Chino Valley Unified School District, have standards-aligned textbooks or instructional materials from the same adoption cycle;

**WHEREAS**, textbooks or instructional materials were provided to each student, including each English learner, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

**English/Language Arts/English Language Development**

- TK Houghton Mifflin Harcourt; Big Day Pre K Curriculum, 2015
- K-6 McGraw-Hill School Education; CA Reading Wonders ELA/ELD, 2017
- 7-8 Houghton Mifflin Harcourt; California Collections Student Edition, 2017
- 7-12 Houghton Mifflin; Scholastic: Read 180, 2017
- 9-12 Center for Advancement of Reading, California State University; Expository Reading and Writing Course, Student Reader, Second Edition, 2013
- 9-12 Pearson; My Perspectives English Language Arts, 2017
- 11 Bedford/Saint Martin's; The Language of Composition, 2018

**Mathematics**

- TK Houghton Mifflin Harcourt; Big Day Pre K Curriculum, 2015
- K-5 Pearson Scott Foresman; enVision Math, 2015

## **Mathematics (cont.)**

- 6-8 Houghton Mifflin & Harcourt; Big Ideas Math, Course 1, Course 2, and Course 3, 2015
- 8-12 McGraw Hill; Integrated Math I, Integrated Math II, and Integrated Math III, 2012
- 9-12 Glencoe; Elementary Statistics, 2007
- 9-12 Houghton Mifflin & Harcourt; PreCalculus with Limits, 2010
- 9-12 Pearson Prentice Hall; PreCalculus, 2010
- 9-12 UC Davis Center for Integrated Computing and STEM Education (C-STEM); Learning Common Core Mathematics with C/C++ Interpreter Ch for Integrated Mathematics 1, 2016
- 11-12 South-Western Cengage Learning; Financial Algebra: Advanced Algebra with Financial Applications, 2017
- 10-12 Bedford, Freeman, and Worth; Calculus for the AP Course AB, 2017
- 11-12 Cengage Learning; Calculus for AP BC, 2016
- 10-12 Pearson; Stats: Modeling the World, 5<sup>th</sup> Edition, 2019

## **History/Social Science**

- TK Houghton Mifflin Harcourt; Big Day Pre K Curriculum, 2015
- K-5 Harcourt School Publishers; Reflections: California Series, 2007
- 6-8 Holt, Rinehart and Winston; Ancient Civilizations, 2006
- 9-12 Prentice Hall; World History: The Modern World, 2007
- 9-12 Holt, Reinhart and Winston; American Anthem: Modern American History, 2007
- 9-12 Bedford; American's History, 2007
- 9-12 Glencoe/McGraw-Hill; United States Government: Democracy in Action, 2006
- 9-12 Prentice Hall; Economics, Principles in Actions, 2007
- 9-12 Cengage; Western Civilization: Since 1300, Tenth Edition, 2018
- 9-12 Bedford, Freeman and Worth Publishing Group; America's History for the AP Course, Ninth Edition, 2014
- 9-12 BFW/Worth Publishers; Krugman's Economics for AP, Second Edition, 2011
- 12 Cengage Learning; Introduction to Comparative Politics: Political Challenges and Changing Agendas, 2016
- 12 Bedford, Freeman, and Worth; American Government: Stories of a Nation; for the AP Course, 2019
- 9-10 Pearson; The Cultural Landscape: An Introduction to Human Geography, 13<sup>th</sup> Edition, 2020

## **Science**

- TK Houghton Mifflin Harcourt; Big Day Pre K Curriculum, 2015
- K-5 Twig Education; Twig Science, 2021
- 6 Discovery Education, Inc.; Grade 6 Science Techbook: California Volume 1 Unit 1 and 2, 2019
- 6 Discovery Education, Inc.; Grade 6 Science Techbook: California Volume 2 Unit 3 and 4, 2019
- 7 Discovery Education, Inc.; Grade 7 Science Techbook: California Volume 1 Unit 1 and 2, 2019
- 7 Discovery Education, Inc.; Grade 7 Science Techbook: California Volume 2 Unit 3 and 4, 2019

### **Science (cont.)**

- 8 Discovery Education, Inc.; Grade 8 Science Techbook: California Volume 1 Unit 1 and 2, 2019
- 8 Discovery Education, Inc.; Grade 8 Science Techbook: California Volume 2 Unit 3 and 4, 2019
- 9-12 Pearson; Human Anatomy & Physiology, 2003
- 9-12 Discovery Education, Inc.; Chemistry in the Earth System, 2019
- 9-12 Savvas Learning Company LLC.; Experience Biology The Living Earth, 2020
- 9-12 Savvas Learning Company LLC.; Experience Physics, 2022
- 9-12 Wiley; Environmental Science: Earth as a Living Planet, 2007
- 9-12 Pearson; Campbell Biology, AP Edition, 2011
- 9-12 Pearson; Physics, AP Edition, 2011
- 9-12 Carnegie; Chemistry, AP Edition, 2013

**WHEREAS**, sufficient textbooks or instructional materials were provided to each student enrolled in foreign language or health classes:

### **Foreign Language**

- 9-12 Prentice Hall; Realidades, Book 1 and 2, 2004
- 9-12 Wayside Publishing; Azulejo, 2002
- 9-12 Harcourt School Publishers; Nuevas Vista, Book 1 and 2, 2003
- 9-12 Holt, Rinehart, and Winston; Nuevas Vistas Dos, 2003
- 9-12 Vista Higher Learning; Descubre 3, 2017
- 9-12 Vista Higher Learning; Temas, AP Spanish Language and Culture, 2014
- 9-12 Houghton Mifflin Harcourt; Abriendo Puertas: Ampliando Perspectives, 2013
- 9-12 EMC/Paradigm Publishing; C'est a Toi Book 1, 2, and 3, 2002
- 9-12 Vista Higher Learning; D'accord! 3, 2015
- 9-12 Vista Higher Learning; Themes AP French Language and Culture, 2016
- 9-12 Yale University Press; French in Action, Part 2, 2015
- 9-12 Holt, Reinhart and Winston; Komm Mit! Book 1, 2, and 3, 2003
- 9-12 Spinner Publications; Bom Dia! Book 1 and 2, 2004 and 2007
- 9-12 Joint Publishing; Chinese Made Easy, 2006
- 9-12 EMC Publishing, LLC; Zhen Bang!, Chinese 3, 2013
- 9-12 Cheng and Tsui; Adventures in Japanese 1 and 2, 1998
- 9-12 The Japan Times; Genki: An Integrated Course in Elementary Japanese II, 2011
- 9-12 DawnSignPress; Vista Signing Naturally, Level 2 and 3, 1992 and 2001

### **Health**

- 7 Chino Valley Unified School District, Comprehensive Sexual Health and HIV/AIDS Prevention Education, Department of Health Services, 2019
- 9-12 Glencoe; Glencoe Health, 2009
- 9-12 California Department of Education, California Department of Public Health, Federal Office of Adolescent Health, Positive Prevention PLUS, Sexual Health Education for California Youth, 2015

**WHEREAS**, laboratory science equipment was available for science laboratory classes offered in grades 9-12 inclusive.

**NOW, THEREFORE, BE IT RESOLVED** that for the 2022/2023 school year, the Chino Valley Unified School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in all courses required by Education Code 60119.

The Chino Valley Unified School District will audit textbook adoptions annually to ensure that outdated editions of textbooks or textbooks no longer in print are replaced and adopted by the Board of Education.

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 6<sup>th</sup> day of October 2022 by the following vote:

Bridge	_____
Cruz	_____
Na	_____
Schaffer	_____
Gagnier	_____

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

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

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** October 6, 2022  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D, Superintendent  
**PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations  
**SUBJECT:** **CORRECTION OF CLERICAL ERROR ON RESOLUTION 2022/2023-14, CALIFORNIA SCHOOLS HEALTHY AIR, PLUMBING, AND EFFICIENCY PROGRAM (CALSHAPE)**

=====

**BACKGROUND**

At its September 15, 2022 meeting, the Board approved Resolution 2022/2023-14, California Schools Healthy Air, Plumbing, and Efficiency Program (CalSHAPE). Resolutions capture Board actions such as approvals, authority, and directives. The resolution was listed on the agenda under action as item II.C.1., and was unanimously approved by a vote of 5-0.

However, a clerical error has been discovered on Resolution 2022/2023-14 regarding the actual grant award amount. The resolution incorrectly listed the grant award amount as \$13,642,180.00 instead of the actual grant award amount of \$3,642,180.00. Therefore, the official record of business must be corrected, through Board action, to reflect the correct grant award amount as \$3,642,180.00 on the resolution.

**RECOMMENDATION**

It is recommended the Board of Education approve the correction of clerical error on Resolution 2022/2023-14, California Schools Healthy Air, Plumbing, and Efficiency Program (CalSHAPE).

**FISCAL IMPACT**

None.

GJS:pk

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

**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 \$3,642,180.00 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

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** October 6, 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: RESOLUTION 2022/2023-17, WEEK OF THE SCHOOL ADMINISTRATOR**

=====

**BACKGROUND**

Leadership matters for California’s public school system, and the future of its public education system depends greatly upon the quality of its leadership. To that end, the state of California has declared October 9-15, 2022, as the Week of the School Administrator.

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

**RECOMMENDATION**

It is recommended the Board of Education adopt Resolution 2022/2023-17, Week of the School Administrator.

**FISCAL IMPACT**

None.

NE:RR:IB:ED:mcm



**Chino Valley Unified School District  
Resolution 2022/2023-17  
Week of the School Administrator**

**WHEREAS**, leadership matters for California’s public education system and the more than 6 million students it serves;

**WHEREAS**, school administrators are passionate, lifelong learners who believe in the value of quality public education;

**WHEREAS**, the title “school administrator” is a broad term used to define many education leadership posts. Superintendents, assistant superintendents, principals, assistant principals, special education and adult education leaders, curriculum and assessment leaders, school business officials, classified education leaders, and the other district employees are considered administrators;

**WHEREAS**, providing quality service for student success is paramount for the profession;

**WHEREAS**, most school administrators began their careers as teachers. The average administrator has served in public education for more than a decade. Most of California’s superintendents have served in education for more than 20 years. Such experience is beneficial in their work to effectively and efficiently lead public education and improve student achievement;

**WHEREAS**, public schools operate with lean management systems. Across the nation, public schools employ fewer managers and supervisors than most public and private sector industries including transportation, food service, manufacturing, utilities, construction, publishing and public administration; and

**WHEREAS**, school leaders depend on a network of support from school communities – fellow administrators, teacher, parents, students, businesses, community members, board trustees, colleges, and universities, community and faith-based organizations, elected officials and district and county staff and resources – to promote ongoing student achievement and school success;

**WHEREAS**, research shows great schools are led by great principals, and great districts are led by great superintendents. These site leaders are supported by extensive administrative networks throughout the state;

**WHEREAS**, the State of California has declared October 9-15, 2022, as the “Week of the School Administrator” in Education Code 44015.1; and

**WHEREAS**, the future of California’s public education system depends upon the quality of its leadership.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Education of the Chino Valley Unified School District that all leaders be commended for the contributions they make to successful student achievement.

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 6<sup>th</sup> day of October 2022.

Bridge: \_\_\_\_\_  
Cruz: \_\_\_\_\_  
Na: \_\_\_\_\_  
Schaffer: \_\_\_\_\_  
Gagnier: \_\_\_\_\_

I, Norm Enfield, Ed.D., Secretary, of the Board of Education of the Chino Valley Unified School District, certify that the foregoing is a full, true, and correct copy of a resolution adopted by the Board at a regularly meeting as stated.

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

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**REGULAR MEETING OF THE BOARD OF EDUCATION**  
**September 15, 2022**

**MINUTES**

<b>I. OPENING BUSINESS</b>
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**I.A. CALL TO ORDER – 4:55 P.M.**

1. Roll Call

President Gagnier called to order the regular meeting of the Board of Education, Thursday, September 15, 2022, at 4:55 p.m. with Cruz, Schaffer, and Gagnier present. Mr. Na arrived at 5:01 p.m., and Mr. Bridge at 5:25 p.m.

Administrative Personnel

Norm Enfield, Ed.D., Superintendent  
Sandra H. Chen, Associate Superintendent, Business Services  
Grace Park, Ed.D., Associate Superintendent, CIIS  
Lea Fellows, Assistant Superintendent, CIIS  
Gregory J. Stachura, Assistant Supt., Facilities, Planning, and Operations

2. Public Comment on Closed Session Items

None.

3. Closed Session

President Gagnier adjourned to closed session at 4:55 p.m. regarding conference with labor negotiators: A.C.T. and CSEA; public employee appointment: coordinator, compliance; and public employee discipline/dismissal/release.

**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 4:55 p.m. to 5:55 p.m. regarding conference with labor negotiators: A.C.T. and CSEA; public employee appointment: coordinator, compliance; and public employee discipline/dismissal/release. The Board appointed Melissa Martinez as Coordinator, Compliance effective September 16, 2022 by a vote of 4-0 with Cruz, Na, Schaffer, and Gagnier voting yes, and Bridge absent during the vote; and pursuant to Article 16 of the CSEA Collective Bargaining Agreement and Administrative Regulation 4218, suspended classified employee 7130 without pay for three days effective September 16, 2022, a by a vote of 4-0 with Cruz, Na, Schaffer, and Gagnier voting yes, and Bridge absent during the vote. No further action was taken that required public disclosure.

2. Pledge of Allegiance  
Led by President Gagnier.

### **I.C. COMMENTS FROM STUDENT REPRESENTATIVE**

Maya King said she is wearing black and blue in solidarity for all teachers and classified staff; reported that on September 13, Boys' State Program representatives spoke to over 80 veterans about their experiences; spoke about rival football games, Milk Can and Battle of the Bone, taking place on Friday; and wished everyone a good weekend.

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

Brenda Walker, A.C.T. President, spoke about the contributions made by teachers toward student success and achievements; said achievements do not happen in a vacuum; said teacher work does not end at dismissal; said it is the responsibility of the administration and Board to support Chino Valley educators; spoke about recruitment and retention; encouraged District leadership to stand up, show your support, and elevate respect for Chino Valley educators.

Danny Hernandez, CSEA President, thanked staff members and the community for coming out to show support: said negotiations with the District have hit a wall; said proposals made to the District are reasonable, can be sustained, and are within the budget; spoke about the cost of living; and spoke about what Labor Day represents to the working person.

Barbara Bearden, CHAMP President, spoke about high school football teams competing against each other; congratulated Hidden Trails ES on opening the Mandarin Duel Immersion program with 48 kindergarteners; announced the next CHAMP meeting scheduled for October 13, 2022.

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

The following individuals addressed the Board: Sophia Bautista, Elaine Maxwell, Matthew Janse, Candida Celaya, Esther Kim, Lisa Greathouse, Robin Rouzan, Ericka Lopez, Jeffrey Avila, Jacqueline Mouw, Patrice Benemie, Veronica Aguinaga, Robert Theising, Anastacia Olivares, Brenda Rios, Teresa Martinez, Leticia Bogdon, George Bodgon, Nancy Delgadillo, Jennifer Sturgis, Marcia Parga, Susan Fekete, Veronica Muñoz, Evelia Ramirez, Gabriel Aguilera, Eric Montoya, Aaron Moyer, Monika Diller, Shawn Alvarez, Jonathan Leach, Robert Davis, and Crystal Shebby regarding classified and teacher salary compensation and parity; Caity Martinez regarding Christina Gagnier; Misty Startup regarding compelled speech, special ed and various issues; Kylene Valles regarding political correctness; Sonja Shaw regarding various issues; Angelina Bustos regarding dress code; Michael Sherman on behalf of Patricia Cauley regarding preferred pronoun policy change; Jim Gallagher regarding campaigning from dais; Virginia Renteria regarding confidential permission slips; Amanda Swager regarding independent study; and Oscar Avila regarding campaigning guidelines, staff raises, Cabinet raises, and pronoun policies.

**I.F. CHANGES AND DELETIONS**

President Gagnier announced that information item IV.A.2., Revision of Board Policy and Administrative Regulation 5145.3 Students—Nondiscrimination/ Harassment of Students was pulled from the agenda.

<b>II. ACTION</b>
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**II.A. BUSINESS SERVICES**

**II.A.1. 2021/2022 Unaudited Actuals Financial Report**

Moved (Na) seconded (Bridge) carried unanimously (5-0) to approve the 2021/2022 Unaudited Actuals Financial Report and authorized the Superintendent or designee to sign the 2021/2022 District Certification of Unaudited Actuals Financial Report. Student representative voted yes.

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

**II.B.1. Application for Funding Consolidated Application for the 2022/2023 School Year**

Moved (Na) seconded (Bridge) carried unanimously (5-0) to approve the Application for Funding Consolidated Application for the 2022/2023 school year. Student representative voted yes.

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

**II.C.1. Resolution 2022/2023-14, California Schools Healthy Air, Plumbing, and Efficiency Program (CalSHAPE) and Approval of CalSHAPE Grant Agreement**

Moved (Na) seconded (Bridge) carried unanimously (5-0) to adopt Resolution 2022/2023-14, California Schools Healthy Air, Plumbing, and Efficiency Program and approve the CalSHAPE Grant Agreement. Student representative voted yes.

<p><b>III. CONSENT</b></p>
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Moved (Na) seconded (Bridge) carried unanimously (5-0) to approve the consent calendar. Student representative voted yes.

**III.A. ADMINISTRATION**

**III.A.1. Minutes of the September 1, 2022 Regular Meeting**

Approved the minutes of the September 1, 2022 regular meeting.

**III.B. BUSINESS SERVICES**

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

Approved/ratified the warrant register.

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

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

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

Approved/ratified the fundraising activities.

**III.B.4. Donations**

Accepted the donations.

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

Approved payment for legal services to the law 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**

Adopted 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**

Approved/ratified 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**

Approved 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**

Approved the new Board Policy 5145.13 Students—Response to Immigration Enforcement.

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

Approved the revision of Board Policy 5145.7 Students—Sexual Harassment.

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

Approved 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**

Approved 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**

Approved 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**

Approved 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**

Approved 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**

Approved/ratified the purchase order register.

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

Approved/ratified the Agreements for Contractor/Consultant Services.

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

Approved the Notice of Completion for CUPCCAA Projects.

**III.E. HUMAN RESOURCES**

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

Approved/ratified the certificated/classified personnel items.

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

Approved the student teaching agreement with National University.

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

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

Received 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**

This item was pulled from the agenda.

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

Received 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**

Received 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**

Received for information the revision of Board Policy and Administrative Regulation 1312.3 Community Relations—Uniform Complaint Procedures.

## **V. COMMUNICATIONS**

### **BOARD MEMBERS AND SUPERINTENDENT**

Joe Schaffer made no comments.

Don Bridge congratulated Don Lugo HS's placekicker Mackenzie Aguilera for being featured in a sports article in the Inland Valley Daily Bulletin; said he attended several football games during the last couple of weeks; wished luck to the four high schools in their rivalry battles; acknowledged speakers from both unions; and said he is very proud of the District, teachers, and classified staff.

Andrew Cruz spoke about teachers who believed in him; spoke about his career in education; spoke about the community coming out in support of teachers and classified staff; said Dr. Enfield made a good decision in pulling the information item regarding AR 5145.3; asked Dr. Enfield to prepare a response as to what AB 34 and AB 711 have to do with employee discipline and using wrong words, did the unions agree with the discipline language, who will discern when a misgender is inadvertent or a mistake; spoke about where the focus of public education should be; and said humanity, families, and traditions are important.

James Na thanked teachers and CSEA staff for attending the meeting; spoke about the cost of living in California; spoke about receiving less funding due to being a high performing District; asked the Superintendent and staff to reach out to union leadership; thanked Sonja Shaw for sharing her thoughts on AR 5145.3, spoke about the possibility of surveying parents on the issue; asked staff to look into air conditioning concerns at school sites; and said the District strives to meet goals and expectations of staff.

Superintendent Enfield made no comments.

President Gagnier spoke about the process involved in the approving/adoption/updating of Board policies; said individual Board members are not pushing individual agendas; said she is in solidarity with teachers and staff; said she supports going back to the bargaining table and supporting unions.

**VI. ADJOURNMENT**

President Gagnier adjourned the regular meeting of the Board of Education at 8:34 p.m.

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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:** October 6, 2022  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Sandra H. Chen, Associate Superintendent, Business Services  
Liz Pensick, Director, Fiscal Services  
**SUBJECT: WARRANT REGISTER**

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**BACKGROUND**

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

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

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

\$12,505,452.87 to all District funding sources.

NE:SHC:LP:if

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**DATE:** October 6, 2022  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Sandra H. Chen, Associate Superintendent, Business Services  
Liz Pensick, Director, Fiscal Services  
**SUBJECT: FUNDRAISING ACTIVITIES**

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**BACKGROUND**

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

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

None.

NE:SHC:LP:if

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**October 6, 2022**

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<b><u>Borba ES</u></b>		
PFA	Pacific Fundraisers	10/10/22 - 11/4/22
<b><u>Butterfield ES</u></b>		
PTA	Father Daughter Dance Tickets & Souvenirs	1/27/23 - 2/10/23
PTA	Father Daughter Dance Concessions	1/27/23 - 2/10/23
PTA	Mother Son Dance Tickets & Souvenirs	1/27/23 - 2/17/23
PTA	Mother Son Dance Concessions	1/27/23 - 2/17/23
<b><u>Country Spring ES</u></b>		
PFA	Pacific Fundraisers	10/7/22 - 12/9/22
<b><u>Dickey ES</u></b>		
PTO	Amazon Smile	10/7/22 - 5/30/23
PTO	Monthly Dinner Nights	10/8/22 - 5/30/23
PTO	See's Candies	11/8/22 - 11/29/22
<b><u>Eagle Canyon ES</u></b>		
PTA	Juice It Up!	10/7/22 - 6/30/23
PTA	Amazon Smile	10/7/22 - 6/30/23
PTA	Halloween Candy Grams	10/17/22 - 10/31/22
<b><u>Glenmeade ES</u></b>		
PTA	Fall Festival Concessions	10/14/22
PTA	Kona Ice	10/14/22
PTA	My Delight Cupcakery	10/14/22
PTA	Holiday Boutique	12/5/22 - 12/9/22
<b><u>Hidden Trails ES</u></b>		
PTA	When Life Gives You Lemons! (RATIFY)	9/21/22
PTA	Applebee's Flapjack Breakfast	12/10/22
PTA	In-N-Out Food Truck	1/10/23

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**October 6, 2022**

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<b><u>Rhodes ES</u></b>		
PEP Club	Skate Express Family Fun Night	11/15/22
PEP Club	Crumbl Cookies Family Fun Night	12/13/22
PEP Club	Chick-fil-A Family Fun Night	1/31/23
PEP Club	Baskin Robbins Family Fun Night	2/28/23
<b><u>Rolling Ridge ES</u></b>		
PTA	Tastee Flavors Dine Out	10/28/22
PTA	Think n Local	11/11/22 - 12/4/22
PTA	Chipotle Dine Out	11/16/22
PTA	Pieology Dine Out	12/7/22
PTA	Red Robin Dine Out	1/25/23
<b><u>Walnut ES</u></b>		
PFA	Think n Local	10/7/22 - 12/3/22
PFA	Ice Cream Sales	10/7/22 - 5/1/23
PFA	Harvest Festival	10/28/22
PFA	Holiday Boutique	12/5/22 - 12/16/22
PFA	McTeacher Night	1/24/23
PFA	Think n Local	3/3/23 - 4/20/23
PFA	Quakes Baseball Night	4/5/23 - 6/30/23
PFA	Scholastic Book Fair	4/14/23 - 4/21/23
<b><u>Briggs K-8</u></b>		
PFA	Pieology Dine Out (RATIFY)	9/14/22
PFA	Raising Cane's Dine Out	10/12/22
PFA	Trunk or Treat	10/28/22
PFA	See's Candies	11/1/22 - 11/14/22
PFA	Chick-fil-A Dine Out	11/16/22
PFA	Entrepreneur Night	12/7/22
PFA	BJ's Dine Out	12/14/22
<b><u>Cal Aero K-8</u></b>		
ASB - General	Winter Grams	11/28/22 - 12/16/22
ASB - General	Holiday Boutique	11/28/22 - 12/16/22
ASB - General	Spring Grams	3/6/23 - 3/31/23

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**October 6, 2022**

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<b><u>Ayala HS</u></b>		
ASB - Ayala Bulldog Times	7 Leaves Café	10/7/22
Cross Country Boosters	Think n Local	10/7/22 - 6/25/23
Competitive Cheer Boosters	Spirit Wear	10/7/22 - 5/31/23
ASB - Find Kind Club	Think n Local	10/14/22 - 11/6/22
ASB - Class of 2023	Chipotle Dine Out	10/26/22
Spirit Boosters	Song Camp	10/26/22
Spirit Boosters	Krispy Kreme	1/1/23 - 1/30/23
<b><u>Chino HS</u></b>		
Basketball Boosters	Pancake Breakfast	10/22/22
<b><u>Chino Hills HS</u></b>		
ASB - Asian Cultural Club	7 Leaves Café	10/7/22
Aquatics Boosters	The Swim Guy Spirit Wear	10/7/22 - 10/8/22
Aquatics Boosters	Kona Ice	10/7/22 - 10/8/22
Aquatics Boosters	Snap! Raise	10/7/22 - 11/7/22
General Boosters	Blast	10/10/22 - 11/10/22
ASB - Link Crew	7 Leaves Café	10/14/22
ASB - Key Club	7 Leaves Café	10/21/22
ASB - Club Ed	Think n Local	10/21/22 - 11/14/22
Aquatics Boosters	Raising Cane's	10/24/22
General Boosters - Spirit	Chick-fil-A	10/25/22
Aquatics Boosters	The Swim Guy Spirit Wear	10/28/22 - 10/29/22
Aquatics Boosters	Kona Ice	10/28/22 - 10/29/22
General Boosters - Spirit	Sinfully Sweet Apples	11/1/22 - 12/30/22
General Boosters - Spirit	Poinsettias	11/1/22 - 12/31/22
ASB - Boys' Soccer	Snap! Raise	11/7/22 - 11/28/22
General Boosters - Spirit	Chipotle Dine Out	11/9/22
ASB - Club Ed	Thanksgiving Grams	11/14/22 - 11/18/22
ASB - Boys' Soccer	Chipotle Dine Out	12/5/22
<b><u>Don Lugo HS</u></b>		
ASB - General	ASB Works Donations	10/7/22 - 5/31/23
ASB - Girls' Basketball	College Fair Concessions	10/10/22
ASB - Theatre	Chipotle Dine Out	10/18/22

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**DATE:** October 6, 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**

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**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**  
**October 6, 2022**

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<b><u>Office of Assessment &amp; Instructional Technology</u></b>		
ThinkWrite Technologies	Headphones	\$60.00
Chick-fil-A	Cookie Trays	\$70.00
In-N-Out	Gift Cards	\$100.00
ClassLink	Amazon Gift Cards	\$250.00
Schools First Credit Union	Cash	\$250.00
Quizizz	Account Upgrades	\$288.00
DataImpressions	Robotic Kits & Targus Comp Bags	\$345.00
Office Depot	Keyboard with Wireless Mouse (2)	\$350.00
CDW-G, LLC	65" Samsung Television	\$650.00
Ditch That Textbook	Online Course eSwag	\$675.00
<b><u>Litel ES</u></b>		
Jinyu Fan	Cash	\$300.00
<b><u>Canyon Hills JHS</u></b>		
Gene & Lizette Gloriani	Cash	\$100.00
Sunny Graffious	Cash	\$100.00
Farzin Famtarfreshi & Gelareh Tajsekandar	Cash	\$100.00
Jenna Hayoun Moon & Steve Lim	Cash	\$100.00
APEX Desk	Soundproof Panels for Band Room	\$2,000.00
Tung Lee & Sok Hoi	Cash	\$2,100.00
<b><u>Don Lugo HS</u></b>		
Charities Aid Foundation	Cash	\$8.00
Gina Miranda & Barry Blanset	Cash	\$20.00
Pacific Rail Transport, Inc.	Cash	\$300.00
Gerardo Cerda	Cash	\$500.00
Don Lugo Sports Boosters	Cash	\$509.00
Bank of America Charitable Foundation	Cash	\$1,000.00
Lally Medical Group	Cash	\$4,980.00

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**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**

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**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	August	\$28,591.02	\$56,185.46
Margaret A. Chidester & Associates	August	\$ 5,232.50	\$26,749.00
Tao Rossini, APC	August	\$ 4,518.75	\$ 4,953.75
Fagen, Friedman & Fulfroost	-	-	-
	<b>Total</b>	\$38,342.27	\$87,888.21

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

\$38,342.27 to the General Fund.

NE:SHC:LP:lf

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**DATE:** October 6, 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: STUDENT EXPULSION CASES 22/23-04 AND 22/23-07**

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**BACKGROUND**

The Board of Education has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student’s presence causes a continuing danger to him/herself or others.

A student may be expelled only by the Board of Education. The Board shall expel, as required by law, any student found to have committed certain offenses listed in Education Code 48915.

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

**RECOMMENDATION**

Based upon the recommendation of the Expulsion Hearing Administrative Panel, it is recommended the Board of Education approve student expulsion cases 22/23-04 and 22/23-07

**FISCAL IMPACT**

None.

NE:LF:SJ:jg

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**DATE:** October 6, 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**

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**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:

<b>School-Sponsored Trips</b>	<b>Date</b>	<b>Fiscal Impact</b>
Site: Briggs K-8 Event: Pali Institute Science Camp Place: Running Springs, CA Chaperone: 82 students/9 chaperones	March 20-22, 2023	Cost: \$360.00 per student Funding Source: Parents and Scholarship
Site: Ayala HS Event: Boys Water Polo San Diego Trip Place: San Diego, CA Chaperone: 18 students/3 chaperones	October 13-15, 2022	Cost: \$150.00 per student Funding Source: USB
Site: Ayala HS Event: Holiday Classic at Torrey Pines High School Place: San Diego, CA Chaperone: 16 students/3 chaperones	December 27-30, 2022	Cost: \$360.00 per student Funding Source: Parents and USB

Site: Chino HS Event: Thunder XC Classic Place: Merced, CA Chaperone: 14 students/3 chaperones	October 14-15, 2022	Cost: \$42.50 per student Funding Source: Fundraising
Site: Chino HS Event: AVID College Trip Place: Santa Barbara, CA; San Luis Obispo, CA; Monterey, CA; Santa Cruz, CA; San Francisco, CA; Berkley, CA Chaperone: 35 students/4 chaperones	November 7-9, 2022	Cost: \$359.00 per student Funding Source: Parents
Site: Chino Hills HS Event: Music Festival Place: New Orleans, LA Chaperone: 60 students/6 chaperones	March 30 – April 2, 2023	Cost: \$1800.00 per student Funding Source: Parents and Fundraising
Site: Chino Hills HS Event: WGI National Championships Place: Dayton, OH Chaperone: 40 students/6 chaperones	April 18-23, 2023	Cost: \$1800.00 per student Funding Source: Parents and Fundraising

**FISCAL IMPACT**

None.

NE:LF:gks

**Chino Valley Unified School District**

**Our Motto:**

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

**DATE:** October 6, 2022  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support  
**SUBJECT: PROCLAMATION FOR RED RIBBON WEEK, OCTOBER 23-31, 2022**

=====

**BACKGROUND**

The Chino Valley Unified School District supports Red Ribbon Week and encourages its students and staff to participate in drug prevention education activities, making a visible statement that we are firmly committed to a drug-free and alcohol abuse-free community and lifestyle. The attached proclamation recognizes the District’s support of this campaign that is scheduled for October 23-31, 2022, and the national theme for the 2022 Red Ribbon Week is “Celebrate Life. Live Drug Free.”

Red Ribbon Week serves as a vehicle for districts, communities, and individuals to take a stand for the hopes and dreams of our children through a commitment to drug prevention education and a personal commitment to live drug-free lives with the ultimate goal being the creation of a drug-free America.

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

**RECOMMENDATION**

It is recommended the Board of Education adopt the proclamation for Red Ribbon Week, October 23-31, 2022.

**FISCAL IMPACT**

None.

NE:LF:gks

**Chino Valley Unified School District  
Proclamation  
Red Ribbon Week  
October 23-31, 2022**

**WHEREAS**, it is imperative that community members launch visible substance abuse prevention education efforts to reduce the demand for drugs;

**WHEREAS**, supporting the national theme for the 2022 Red Ribbon Week, “Celebrate Life. Live Drug Free.,” will help amplify the campaign’s mission to encourage children, families, and communities to live healthy, happy, drug-free lives and serve as a reminder that we are all empowered with shaping the communities around us through positivity, bravery, and strength;

**WHEREAS**, the Red Ribbon Campaign will be celebrated in every community in America during Red Ribbon Week, October 23-31, 2022; and

**WHEREAS**, business, government, law enforcement, schools, religious institutions, service organizations, youth, senior citizens, military, sports teams, and individuals can demonstrate their commitment to drug-free and alcohol abuse-free, healthy lifestyles by wearing and displaying red ribbons during this campaign.

**NOW, THEREFORE, BE IT RESOLVED** the Board of Education of the Chino Valley Unified School District does hereby support October 23-31, 2022 as Red Ribbon Week, and encourages its students and staff to participate in drug prevention education activities, making a visible statement that we are firmly committed to a drug-free and alcohol abuse-free community and lifestyle.

---

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

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** October 6, 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. This item was presented to the Board of Education on September 15, 2022, as information.

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

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

**RECOMMENDATION**

It is recommended the Board of Education approve the revision of Board Policy 5131.2 Students – Bullying.

**FISCAL IMPACT**

None.

NE:LF:SJ:gks



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

California Department of Education, Safe Schools Office: [www.cde.ca.gov/l/s/ss](http://www.cde.ca.gov/l/s/ss)

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

Center on Great Teachers and Leaders: [gtlcenter.org](http://gtlcenter.org)

Collaborative for Academic Social and Emotional Learning: [casel.org](http://casel.org)

Common Sense Media: [www.common sense media.org](http://www.common sense media.org)

National School Safety Center: [www.schoolsafety.us](http://www.schoolsafety.us)

Partnership for Children and Youth: [www.partnerforchildren.org](http://www.partnerforchildren.org)

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

**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:** October 6, 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 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 6142.2 Instruction – World Language Instruction is 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. This item was presented to the Board of Education on September 15, 2022, as information.

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

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

**RECOMMENDATION**

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

21<sup>ST</sup> 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:

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** October 6, 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 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 6173 Instruction – Education for Homeless Children is 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. This item was presented to the Board of Education on September 15, 2022, as information.

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

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

**RECOMMENDATION**

It is recommended the Board of Education approve the revision of Board Policy 6173 Instruction – Education for Homeless Children.

**FISCAL IMPACT**

None.

NE:LF:KG:gks

**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](http://www.chhs.ca.gov/Pages/CACChildWelfareCouncil.aspx)

California Department of Education, Homeless Children and Youth Education: [www.cde.ca.gov/sp/hs/cy](http://www.cde.ca.gov/sp/hs/cy)

National Center for Homeless Education at SERVE: [www.serve.org/nche](http://www.serve.org/nche)

National Law Center on Homelessness and Poverty: [www.nlchp.org](http://www.nlchp.org)

U.S. Department of Education: [www.ed.gov/programs/homeless/index.html](http://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:

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** October 6, 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**

\$6,880,265.73 to all District funding sources.

NE:GJS:AGH:pw

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**DATE:** October 6, 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

<b>CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT</b>	<b>FISCAL IMPACT</b>
<b>CIIS-2223-109 Learning Genie, Inc.</b> To provide annual software subscription and web-based professional development for staff. Submitted by: Child Development Duration of Agreement: October 7, 2022 - June 30, 2024	Contract amount: \$6,333.00  Funding source: Child Development
<b>CIIS-2223-110 International Institute for Restorative Practices.</b> To provide continued schoolwide strategies to create a sense of community, build healthy relationships, develop conflict resolution skills and training for CVUSD staff. Submitted by: Health Services Duration of Agreement: October 6, 2022 - June 30, 2024	Contract amount: \$265,074.00  Funding source: ESSER
<b>CIIS-2223-111 University of California, Irvine.</b> To provide professional development, co-teaching and coaching, unit curriculum/lesson writing, and general support. Submitted by: Newman ES Duration of Agreement: July 25, 2022 - June 30, 2023	Contract amount: \$40,986.00  Funding source: Title I

<b>FACILITIES, PLANNING, AND OPERATIONS</b>	<b>FISCAL IMPACT</b>
<b>F-2223-038 Zonar Systems, Inc.</b> To provide annual software licensing for Zonar Essentials and ZPass service, CSA Inspection service, and modules. Submitted by: Transportation Duration of Agreement: July 1, 2022 - June 30, 2023	Contract amount: \$34,805.76  Funding source: General Fund

<b>HUMAN RESOURCES</b>	<b>FISCAL IMPACT</b>
<b>HR-2223-022 ViaTRON Systems, Inc.</b> To provide document conversion services for electronic file system. Submitted by: Human Resources Duration of Agreement: February 22, 2021 – June 30, 2023	Contract amount: \$45,017.00  Funding source: General Fund

<b>CALIFORNIA DEPARTMENT OF EDUCATION</b>	<b>FISCAL IMPACT</b>
<b>Grant 22-15636-67678-01 California Department of Education.</b> To provide module creation and statewide training for LEA's to support model collaborative strategies and practices. Submitted by: Health Services/McKinnery-Vento CARE-Homeless Program Duration of Agreement: July 1, 2022 - September 30, 2024	Contract amount: \$449,794.00  Funding source: American Rescue Plan - Homeless Children and Youth Grant

<b>SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS</b>	<b>FISCAL IMPACT</b>
<b>SBCSS 22/23-0063 San Bernardino County Superintendent of Schools.</b> To provide transportation services to District students by San Bernardino County Superintendent of Schools. Submitted by: Business Services Duration of Agreement: June 13, 2022 - June 9, 2023	Contract amount: \$919,766.60  Funding source: General Fund
<b>SBCSS 22/23-0467 San Bernardino County Superintendent of Schools.</b> To provide cultural proficiency workshops. Submitted by: Access and Equity Duration of Agreement: September 7, 2022 - September 8, 2022	Contract amount: \$1,000.00  Funding source: ESSER

MASTER CONTRACTS	FISCAL IMPACT
<p><b>MC-2223-034 Dennis Langlais dba BMX Freestylers.</b>            To provide assembly with BMX bike team.            Submitted by: Walnut ES            Duration of Agreement: October 7, 2022 - June 30, 2025</p>	<p>Contract amount: Per invoice            Funding source: Various</p>
<p><b>MC-2223-035 Jay Krishna Corporation (Chups Pop-up Teas).</b>            To provide milk tea, boba, and iced teas for catering/fundraising.            Submitted by: Ayala HS            Duration of Agreement: October 7, 2022 - June 30, 2025</p>	<p>Contract amount: Per rate sheet            Funding source: Various</p>
<p><b>MC-2223-036 Ohana Coffees &amp; Smoothies, Inc. dba Maui Wowi.</b>            To provide smoothies, cold brew, and hot drinks for catering/fundraising.            Submitted by: Ayala HS            Duration of Agreement: October 7, 2022 - June 30, 2025</p>	<p>Contract amount: Per rate sheet            Funding source: Various</p>
<p><b>MC-2223-037 The Let It Be Foundation.</b>            To provide fundraising opportunities.            Submitted by: Chino Hills HS            Duration of Agreement: August 8, 2022 - June 30, 2025</p>	<p>Contract amount: Per invoice            Funding source: Various</p>
<p><b>MC-2223-038 Prismatic Magic, LLC.</b>            To provide educational assemblies.            Submitted by: Briggs K-8            Duration of Agreement: August 8, 2022 - June 30, 2025</p>	<p>Contract amount: Per invoice            Funding source: Various</p>
<p><b>MC-2223-039 Murals for Schools, Inc.</b>            To provide interior/exterior wall murals.            Submitted by: Don Lugo HS            Duration of Agreement: July 1, 2022 - June 30, 2025</p>	<p>Contract amount: Per rate sheet            Funding source: Various</p>
<p><b>MC-2223-040 Three Oaks Outdoor Science School, Inc.</b>            To provide outdoor student science camp.            Submitted by: Cattle ES            Duration of Agreement: July 1, 2022 - June 30, 2025</p>	<p>Contract amount: Per rate sheet            Funding source:            ASB/USB/PEP/PFA/PTA/Boosters</p>
<p><b>MC-2223-041 Diego Blanco dba Cali Sweets, Inc.</b>            To provide funnel cakes, crepes, churros, deep fried oreos, deep fried twinkies, and ice cream for catering/fundraising.            Submitted by: Ayala HS            Duration of Agreement: July 1, 2022 - June 30, 2025</p>	<p>Contract amount: Per rate sheet            Funding source:            ASB/USB/PEP/PFA/PTA/Boosters</p>
<p><b>MC-2223-042 Stanislav Zharinov dba Advantage Vending Solutions.</b>            To provide vending source for Adult School.            Submitted by: Adult School            Duration of Agreement: October 7, 2022 - June 30, 2025</p>	<p>Contract amount: None            Funding source: None</p>
<p><b>MC-2223-043 School Tours of America.</b>            To provide travel coordination for Washington D.C. and New York 8th grade trip.            Submitted by: Magnolia JHS            Duration of Agreement: July 1, 2022 - June 30, 2025</p>	<p>Contract amount: Per rate sheet            Funding source: Parents</p>
<p><b>MC-2223-044 Ryan Marks dba Ry's Pies &amp; Catering.</b>            To provide pizza, calzone, desserts, water, agua frescas, and soda catering/fundraising.            Submitted by: Chino HS            Duration of Agreement: October 3, 2022 - June 30, 2025</p>	<p>Contract amount: Per rate sheet            Funding source: Various</p>

<b>MASTER CONTRACTS</b>	<b>FISCAL IMPACT</b>
<b>MC-2223-045 Harkins Chino Hills, L.L.C.</b> To provide auditorium rental and film screenings. Submitted by: Walnut ES Duration of Agreement: July 1, 2022 - June 30, 2025	Contract amount: Per rate sheet  Funding source: Various
<b>MC-2223-046 Sunn America, Inc. dba Classe Party Rentals.</b> To provide staging, lighting, decor, and chairs for graduation. Submitted by: Don Lugo HS Duration of Agreement: October 3, 2022 - June 30, 2025	Contract amount: Per rate sheet  Funding source: Various
<b>MC-2223-047 Jostens, Inc.</b> To provide yearbook services. Submitted by: Chino HS Duration of Agreement: July 1, 2022 - June 30, 2023	Contract amount: Per rate sheet  Funding source: Various
<b>MC-2223-048 Karlyna Cayo dba KC's Sweets &amp; Sunshine, LLC.</b> To provide ice cream, soft drinks, and water for catering/fundraising. Submitted by: Eagle Canyon ES Duration of Agreement: October 7, 2022 - June 30, 2025	Contract amount: Per rate sheet  Funding source: Various
<b>MC-2223-049 HDOS Acquisition, LLC dba Hot Dog On A Stick.</b> To provide hot dogs, fries, chips, funnel cakes, and lemonade for catering/fundraising. Submitted by: Wickman ES Duration of Agreement: August 8, 2022 - June 30, 2025	Contract amount: Per rate sheet  Funding source: Various
<b>MC-2223-050 Train Party Express, LLC dba Giganto Games.</b> To provide carnival tents, and inflatables for fundraising. Submitted by: Wickman ES Duration of Agreement: August 8, 2022 - June 30, 2025	Contract amount: Per rate sheet  Funding source: Various
<b>MC-2223-051 International Student Tours, Inc.</b> To provide college campus tours. Submitted by: Chino HS Duration of Agreement: November 7, 2022 - June 30, 2025	Contract amount: Per invoice  Funding source: Various
<b>MC-2223-052 Pyro Spectaculars, Inc.</b> To provide fireworks displays for various events. Submitted by: Chino HS Duration of Agreement: October 6, 2022 - June 30, 2025	Contract amount: Per rate sheet  Funding source: Various

<b>APPROVED CONTRACTS TO BE AMENDED</b>	<b>AMENDMENT</b>
<b>CIIS-2223-100 Imagine Learning, LLC.</b> To provide software license for online curriculum. Submitted by: Purchasing Duration of Agreement: August 1, 2022 - July 31, 2023 Original Agreement Board Approved: August 18, 2022	Contract amount: \$97,500.00  Name Change: Imagine Learning, LLC to Twig Education, Inc.  Funding source: LCAP
<b>SBC-22-457 SB County Probation Department.</b> To provide two full time probation officers for the 2022/2023 school year. Submitted by: Purchasing Duration of Agreement: July 1, 2022 - June 30, 2023 Original Agreement Board Approved: April 21, 2022	Contract amount: \$64,344.00  Change contract number from SBC-20-391-A-1 to SBC-22-457  Funding source: LCAP



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**DATE:** October 6, 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: SURPLUS/OBSOLETE PROPERTY**

=====

**BACKGROUND**

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

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

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

Increase to the General Fund from proceeds of sale.

NE:GJS:agh

**CHINO VALLEY UNIFIED SCHOOL DISTRICT  
SURPLUS/OBSOLETE PROPERTY**

October 6, 2022

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Copy Machine	HP	VNB3B4793 N/A	Maintenance
Computer Equipment	Dell	294R4M132287	Maintenance
Computer Equipment	Dell	6GFPR2243752	Maintenance
Computer Equipment	Dell	BLHBK0242216	Maintenance
Computer Equipment	Dell	BIG7K0242220	Maintenance
Computer Equipment	Dell	6C0ZDP134784	Maintenance
Computer Equipment	Dell	9YJ0FP135209	Maintenance
Computer Equipment	Dell	9Y2FP135213	Maintenance
Computer Equipment	Dell	DG2KXG1N/A	Maintenance
Computer Equipment	Dell	9Y54YL132284	Maintenance
Computer Equipment	Dell	2JR0R51N/A	Maintenance
Computer Equipment	Toshiba	3645214A28522	Maintenance
Computer Equipment	Dell	B6NZXD255827	Special Educaiton
GoTalk20+	Attainment Co	G0005050	Special Educaiton
Computer Equipment	Dell	72JVL3245698	Special Educaiton
Computer Equipment	Dell	BNVFKR265103	Special Educaiton
Computer Equipment	Dell	87P0F1243179	Special Educaiton
Computer Equipment	Dell	42TV1F256204	Special Educaiton
Computer Equipment	Dell	CMKT3L260263	Special Educaiton
Computer Equipment	Dell	1095XL132119	Special Educaiton
Computer Equipment	Dell	D671K1244394	Special Educaiton
Computer Equipment	Dell	GLP0F1243178	Special Educaiton
Computer Equipment	Dell	DVVYM1244669	Special Educaiton
Computer Equipment	Dell	506FXW140674	Special Educaiton
		4HXEN10106C1123	
Trailer	Carson 5x8	74268	Transportation
		4HXEN10196C1123	
Trailer	Carson 5x8	73269	Transportation
		4HXEN1013AC1524	
Trailer	Carson 6x10	39T010	Transportation
Mower	Ex Mark 72"	LXS29LKA725324	Transportation
	2003 Bluebird	1BABNBMA83F210	
Bus	Transit	80462	Transportation
	2008 Bluebird	1BABNBMA78F254	
Bus	Transit	58868	Transportation
	2004 Collins	1GB1G31UX412395	
Bus	Cutaway	9441	Transportation
	2004 Collins	1GBJG31U2412405	
Bus	Cutaway	7440	Transportation

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Bus	2004 Collins Cutaway	1GBJG31U4412408 8539	Transportation
Bus	2006 Collins Cutaway	1GBJG1U66116358 477	Transportation
Bus	2006 Collins Cutaway	1GBJG31U9611642 4476	Transportation
Bus	2006 Collins Cutaway	1GBJG31U8611644 3175	Transportation
Bus	2006 Collins Cutaway	1GBJG31U3611633 5074	Transportation
Mini Van	2012 Dodge Caravan	2C4RDGBG3CR115 412569	Transportation
Mini Van	2012 Dodge Caravan	2C4RDGBG6CR104 999570	Transportation
Mini Van	2012 Dodge Caravan	2D4RN4DG3BR738 295571	Transportation
Mini Van	2012 Dodge Caravan	2D4RN4DG5BR738 296572	Transportation
Computer Equipment	DELL	39940	Borba ES
Computer Equipment	DELL	39969	Borba ES
Computer Equipment	DELL	39944	Borba ES
Computer Equipment	DELL	39943	Borba ES
Computer Equipment	DELL	54804	Borba ES
Computer Equipment	DELL	39964	Borba ES
Computer Equipment	DELL	39945	Borba ES
Computer Equipment	DELL	39967	Borba ES
Computer Equipment	DELL	39471	Borba ES
Computer Equipment	DELL	39973	Borba ES
Computer Equipment	DELL	39942	Borba ES
Computer Equipment	DELL	39941	Borba ES
Computer Equipment	DELL	39959	Borba ES
Computer Equipment	DELL	39957	Borba ES
Computer Equipment	DELL	39956	Borba ES
Computer Equipment	DELL	39955	Borba ES
Computer Equipment	DELL	39954	Borba ES
Computer Equipment	DELL	39953	Borba ES
Computer Equipment	DELL	39950	Borba ES
Computer Equipment	DELL	39952	Borba ES
Computer Equipment	DELL	39951	Borba ES
Computer Equipment	DELL	39960	Borba ES
Computer Equipment	DELL	39947	Borba ES
Computer Equipment	DELL	39948	Borba ES
Computer Equipment	DELL	39961	Borba ES
Computer Equipment	DELL	39949	Borba ES

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer Equipment	DELL	39963	Borba ES
Computer Equipment	DELL	39962	Borba ES
Computer Equipment	DELL	39927	Borba ES
Computer Equipment	DELL	39958	Borba ES
Computer Equipment	DELL	39968	Borba ES
Computer Equipment	DELL	39971	Borba ES
Computer Equipment	DELL	39970	Borba ES
Computer Equipment	DELL	39972	Borba ES
Computer Equipment	DELL	00186159709179	Borba ES
Computer Equipment	DELL	00186161004494	Borba ES
Computer Equipment	DELL	29811278590339879	Borba ES
Computer Equipment	DELL	41465	Borba ES
Computer Equipment	DELL	41477	Borba ES
Computer Equipment	DELL	41478	Borba ES
Computer Equipment	DELL	41486	Borba ES
Computer Equipment	DELL	41484	Borba ES
Computer Equipment	DELL	41469	Borba ES
Computer Equipment	DELL	41468	Borba ES
Computer Equipment	DELL	41466	Borba ES
Computer Equipment	DELL	41474	Borba ES
Computer Equipment	DELL	41480	Borba ES
Computer Equipment	DELL	39928	Borba ES
Computer Equipment	DELL	41485	Borba ES
Computer Equipment	DELL	41488	Borba ES
Computer Equipment	DELL	41490	Borba ES
Computer Equipment	DELL	41463	Borba ES
Computer Equipment	DELL	41471	Borba ES
Computer Equipment	DELL	30443	Borba ES
Computer Equipment	DELL	30465	Borba ES
Computer Equipment	DELL	41456	Borba ES
Computer Equipment	DELL	41476	Borba ES
Computer Equipment	DELL	41470	Borba ES
Computer Equipment	DELL	41482	Borba ES
Computer Equipment	DELL	41483	Borba ES
Computer Equipment	DELL	41481	Borba ES
Computer Equipment	DELL	41459	Borba ES
Computer Equipment	DELL	41464	Borba ES
Computer Equipment	DELL	41487	Borba ES
Computer Equipment	DELL	41461	Borba ES
Computer Equipment	DELL	41457	Borba ES
Computer Equipment	DELL	41475	Borba ES

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer Equipment	DELL	41458	Borba ES
Computer Equipment	DELL	41489	Borba ES
Computer Equipment	DELL	41462	Borba ES
Computer Equipment	DELL	41473	Borba ES
Computer Equipment	DELL	41467	Borba ES
Computer Equipment	DELL	41460	Borba ES
Computer Equipment	DELL	00186-225-710-791	Borba ES
Computer Equipment	DELL	6B6PT52	Chaparral ES
Projector	Epson H382A	pg4F110726L	Country Springs ES
Projector	Epson H382F	VTFK650083655266	Country Springs ES
	Avermedia	6141311050P36279	Country Springs ES
Projector	Epson H382F	R4EK340191741442	Country Springs ES
Projector	Epson H382A	P94F1W707L	Country Springs ES
Projector	Epson H688A	VTFK510028747141	Country Springs ES
	Avermedia P0C7B	6175711050P36267	Country Springs ES
	AverVision 300AF	5133909030P29795	Country Springs ES
Projector	Epson EMP-X5	JX8F7Y6048L	Country Springs ES
Projector	Epson EMP-S4	J3VF714851L24552	Country Springs ES
Projector	Epson H382A	P94F110705L	Country Springs ES
Computer Equipment	HP Thin Client T620	MXL4413FC244715	Liberty ES
Computer Equipment	HP Thin Client T620	MXL4421S9k44712	Liberty ES
Computer Equipment	HP Thin Client T620	MXL4413FF944727	Liberty ES
Computer Equipment	HP Thin Client T610	MXL3390YNX37603	Liberty ES
Computer Equipment	HP Thin Client T610	MXL3390YPZ37617	Liberty ES
Computer Equipment	HP Thin Client T610	MXL3390YSQ37668	Liberty ES
Computer Equipment	HP Thin Client T610	MXL3390YPN36712	Liberty ES
Computer Equipment	HP Thin Client T620	MXL4393BVC44713	Liberty ES
Computer Equipment	HP Thin Client T620	MXL4413FCL44726	Liberty ES
Computer Equipment	HP Thin Client T620	MXL4413FFJ44714	Liberty ES
Computer Equipment	HP Thin Client T620	MXL4413FC744722	Liberty ES
Computer Equipment	HP Thin Client T620	MXL4413FFY44721	Liberty ES
Computer Equipment	T321-413FC2	44715	Liberty ES
Computer Equipment	T321-421SQK	44712	Liberty ES
Computer Equipment	T321-413FF9	44727	Liberty ES
Computer Equipment		MXL3390YNX	Liberty ES
Computer Equipment		MXL3390YPZ	Liberty ES
Computer Equipment		MXL3390YSQ	Liberty ES
Computer Equipment		MXL3390YPN	Liberty ES
Computer Equipment	T321-393BVC	44713	Liberty ES
Computer Equipment	T321-413FC2	44726	Liberty ES
Computer Equipment	T321-413FFJ	44714	Liberty ES
Computer Equipment	T321-413FC7	44722	Liberty ES

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer Equipment	T321-413FFY HPt610 WW Thin	44721	Liberty ES
Computer Equipment	Client HPt610 WW Thin	MXL3390YQO	Liberty ES
Computer Equipment	Client HPt610 WW Thin	MXL3390VSX	Liberty ES
Computer Equipment	Client HPt610 WW Thin	MXL3390YNW	Liberty ES
Computer Equipment	Client HPt610 WW Thin	MXL3390YSY	Liberty ES
Computer Equipment	Client HPt610 WW Thin	MXL3390YSJ	Liberty ES
Computer Equipment	Client HPt610 WW Thin	MXL3390YSH	Liberty ES
Computer Equipment	Client HPt610 WW Thin	MXL3390YOX	Liberty ES
Computer Equipment	Client HPt610 WW Thin	MXL3390YRS	Liberty ES
Computer Equipment	Client HPt610 WW Thin	MXL3390YQX	Liberty ES
Computer Equipment	Client	MXL3390YPM Not	Liberty ES
Computer Equipment	T321-131381 HPt610 WW Thin	Accessible42996	Liberty ES
Computer Equipment	Client HPt610 WW Thin	MXL3390YP3	Liberty ES
Computer Equipment	Client	MXL3390YQV	Liberty ES
Printer	Canon F121202 HP t610 WW	NTC19791	Liberty ES
Computer Equipment	ThinClient HP t610 WW	MXL3390YNM	Liberty ES
Computer Equipment	ThinClient HP t610 WW	MXL3390YQZ	Liberty ES
Computer Equipment	ThinClient HP t610 WW	MXL3390YQJ	Liberty ES
Computer Equipment	ThinClient HP t610 WW	MXL3390YNP	Liberty ES
Computer Equipment	ThinClient HP t610 WW	MXL3390YRP37649	Liberty ES
Computer Equipment	ThinClient	MXL3390YRV	Liberty ES
Computer Equipment	T3212716H3	43539	Liberty ES
Computer Equipment	T321390YNQ HP t610 WW	MXL3390YNQ	Liberty ES
Computer Equipment	ThinClient	MXL3390YQ9	Liberty ES

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer Equipment	HP t610 WW ThinClient	MXL3390YQL	Liberty ES
Computer Equipment	T321390YRL		Liberty ES
Computer Equipment	HP t610 WW ThinClient	MXL3390YRL37647	Liberty ES
Computer Equipment	HP t610 WW ThinClient	MXL3390YRV	Liberty ES
Computer Equipment		59399	Liberty ES
Computer Equipment	HP t610 WW Thin Client	MXL3390YQB	Liberty ES
Computer Equipment	T321260HZS		Liberty ES
Computer Equipment	HP t610 WW Thin Client	MXL3390YR4	Liberty ES
Computer Equipment		59387	Liberty ES
Computer Equipment		59396	Liberty ES
Computer Equipment		59391	Liberty ES
Computer Equipment		59045	Liberty ES
Computer Equipment		59049	Liberty ES
Computer Equipment		D595B4245936	Liberty ES
Computer Equipment	HP t610 WW Thin Client	MXL3390YS8	Liberty ES
Computer Equipment	HP t610 WW Thin Client	MXL3390YST	Liberty ES
Computer Equipment	HP t610 WW Thin Client	MXL3390YPW	Liberty ES
Computer Equipment		59399	Liberty ES
Computer Equipment	HP t610 WW Thin Client	MXL3390YQB	Liberty ES
Computer Equipment	T321260HZS		Liberty ES
Computer Equipment	HP t610 WW Thin Client	MXL3390YR4	Liberty ES
Computer Equipment		59387	Liberty ES
Computer Equipment		59396	Liberty ES
Computer Equipment		59391	Liberty ES
Computer Equipment		59045	Liberty ES
Computer Equipment		59049	Liberty ES
Computer Equipment		Service Tag45936	Liberty ES
Computer Equipment		D595842	Liberty ES
Computer Equipment	HP t610 WW Thin Client	MXL3390YS8	Liberty ES
Computer Equipment	HP t610 WW Thin Client	MXL3390YST	Liberty ES
Computer Equipment	HP t610 WW Thin Client	MXL3390YPW	Liberty ES

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer Equipment		59389	Liberty ES
Computer Equipment		59058	Liberty ES
Computer Equipment		59393	Liberty ES
Computer Equipment		59388	Liberty ES
Computer Equipment		43446 Da	Liberty ES
Computer Equipment	T321-271-6FT	43545	Liberty ES
Computer Equipment		59057	Liberty ES
Computer Equipment	T321-250FHZ		Liberty ES
Computer Equipment		59384	Liberty ES
Computer Equipment		59398	Liberty ES
Computer Equipment	Apple iBook	17627	Liberty ES
Computer Equipment	Apple iBook	17639	Liberty ES
Computer Equipment	Apple iBook	17616	Liberty ES
Computer Equipment	Apple iBook		Liberty ES
Document Camera	Avermedia A300AF	5110311060P38807	Liberty ES
Document Camera	Avermedia 300AF	6036909030P29854	Liberty ES
Computer Equipment	T321-13139500	42993	Liberty ES
Computer Equipment		42985	Liberty ES
Computer Equipment		42986	Liberty ES
Computer Equipment		42983	Liberty ES
Computer Equipment		42982	Liberty ES
Computer Equipment		42994	Liberty ES
Computer Equipment		42990	Liberty ES
Computer Equipment		42988	Liberty ES
Computer Equipment		42991	Liberty ES
Computer Equipment		42984	Liberty ES
Computer Equipment		42987	Liberty ES
Computer Equipment		42989	Liberty ES
Computer Equipment		42995	Liberty ES
Document Camera	AverVision 300AF	6059809030P09861	Liberty ES
Projector	Epson	KM3F932626L30078	Liberty ES
Printer	Xerox Phaser 3600		Liberty ES
Computer Equipment	Dell	3LM2BYI41556	Newman ES
Computer Equipment	Dell	98CGTWIn/a	Newman ES
Computer Equipment	Dell	15O90C254550	Newman ES
Computer Equipment	Dell	7MR57H258458	Newman ES
Computer Equipment	Dell	4K7KLNI35352	Newman ES
Printer	HP	CNJ8F8080Fn/a	Newman ES
Computer Equipment	Dell	4KBKLNI35397	Newman ES
Computer Equipment	Dell	121KLNI35428	Newman ES
Computer Equipment	Dell	8TWPLQ139129	Newman ES
Computer Equipment	Optiplex	53QMB4245426	Newman ES



<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer Equipment	Dell	98CFTWI41052	Newman ES
Computer Equipment	Dell	0J8VWM32018	Newman ES
Computer Equipment	Dell	7W7HP1244912	Newman ES
Computer Equipment	Dell	118XLNL35367	Newman ES
Computer Equipment	Dell	IIRGLNI35368	Newman ES
Computer Equipment	Dell	9899TWI41047	Newman ES
Computer Equipment	Dell	98B9TWI41040	Newman ES
Computer Equipment	Dell	OJ8WVM32042	Newman ES
Computer Equipment	Dell	9YJ3FP135201	Newman ES
Computer Equipment	Dell	53RPB4245429	Newman ES
Computer Equipment	Dell	535HB4245419	Newman ES
Computer Equipment	Dell	DJ6VWM32016	Newman ES
Computer Equipment	Dell	DJ8VWM37015	Newman ES
Computer Equipment	Dell	2C0WKO1n/a	Newman ES
Computer Equipment	Dell	BN6FWD126648	Newman ES
Computer Equipment	Dell	0KGVdN/a	Newman ES
Projector	Epson	n/a23166	Newman ES
Avervision	Avermedia	n/a29743	Newman ES
Computer Equipment	Dell	12RJLN135360	Newman ES
Computer Equipment	Dell	4KCGLN135391	Newman ES
Computer Equipment	Dell	6CH0FP134813	Newman ES
Computer Equipment	Dell	303RMJFPVGM1	Newman ES
Computer Equipment	Dell	12XGLN135393	Newman ES
Computer Equipment	Dell	115JLN135358	Newman ES
Computer Equipment	Dell	12RGLN135371	Newman ES
Computer Equipment	Dell	4NRHLN135422	Newman ES
Computer Equipment	Dell	12QJLN135427	Newman ES
Computer Equipment	Dell	13FHLN1n/a	Newman ES
Computer Equipment	Dell	986GTW1n/a	Newman ES
Computer Equipment	Dell	688DTK131315	Newman ES
Computer Equipment	Dell	IWNHLNI35348	Newman ES
Computer Equipment	Dell	IIRHINI35349	Newman ES
Computer Equipment	Dell	3LN4BY141562	Newman ES
Computer Equipment	Dell	13FJLN135356	Newman ES
Computer Equipment	Dell	125HLN135396	Newman ES
Computer Equipment	Dell	IQGLNI35430	Newman ES
Computer Equipment	Dell	448S7H258467	Newman ES
Computer Equipment	Dell	7MR87H258458	Newman ES
Computer Equipment	Dell	15DGOC2545550	Newman ES
Computer Equipment	Dell	FCSC7H258475	Newman ES
Computer Equipment	Dell	6RCG91F256158	Newman ES
Computer Equipment	Dell	3FJD7H2n/a	Newman ES

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer Equipment	Dell	9OQL7H256177	Newman ES
Computer Equipment	Dell	5SFG91F256177	Newman ES
Computer Equipment	Dell	88KD0C254573	Newman ES
Computer Equipment	Dell	J9KDOC254566	Newman ES
Computer Equipment	Dell	1D987H258451	Newman ES
Computer Equipment	Dell	2CN77H258465	Newman ES
Computer Equipment	Dell	C59H7H258476	Newman ES
Computer Equipment	Dell	CCMO8H258471	Newman ES
Computer Equipment	Dell	97P7MO271338	Newman ES
Computer Equipment	Dell	38OCMQ271377	Newman ES
Computer Equipment	Dell	4KCKLN135345	Newman ES
Computer Equipment	Dell	IIQJLNI35370	Newman ES
Computer Equipment	Dell	122JLN135392	Newman ES
Computer Equipment	Dell	4L8HLN135390	Newman ES
Computer Equipment	Dell	137HLN135369	Newman ES
Computer Equipment	Dell	4K2JLN135398	Newman ES
Computer Equipment	Dell	11YGLN135357	Newman ES
Computer Equipment	Dell	122HN135395	Newman ES
Computer Equipment	Dell	Gv8t7h258481	Newman ES
Computer Equipment	Dell	4VF87H258470	Newman ES
Computer Equipment	Dell	8VM08H258463	Newman ES
Computer Equipment	Dell	IH5P7H258453	Newman ES
Computer Equipment	Dell	BQG91F256163	Newman ES
Computer Equipment	Dell	4TK87H258473	Newman ES
Computer Equipment	Dell	B1ND4H258462	Newman ES
Computer Equipment	Dell	4P1C7H258456	Newman ES
Computer Equipment	Dell	HJ3H7H258450	Newman ES
Computer Equipment	ACER CHROME BOOK	NXONJAA00272612 285160064383	Rhodes ES
Computer Equipment	Microsoft Surface Pro		Rhodes ES
Computer Equipment	Microsoft Surface Pro		Rhodes ES
Computer Equipment	Microsoft Surface Pro		Rhodes ES
Computer Equipment	Microsoft Surface Pro		Rhodes ES
Computer Equipment	Microsoft Surface Pro		Rhodes ES
Computer Equipment	Microsoft Surface Pro		Rhodes ES
Computer Equipment	DELL	48161	Rhodes ES
Computer Equipment	DELL	48146	Rhodes ES

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer Equipment	Dell	C2WMD8253391	Rolling Ridge ES
Computer Equipment	Dell	HPCT1G256956	Rolling Ridge ES
Computer Equipment	Ergotron	49521	Rolling Ridge ES
Computer Equipment	Dell Optiplex 3040	4WCMHH256468	Canyon Hills JHS
Computer Equipment	Dell Optiplex 3040	4WBQHH256494	Canyon Hills JHS
Computer Equipment	Dell Optiplex 3040	4WCPHH256467	Canyon Hills JHS
Computer Equipment	Dell Optiplex 3040	4W9PHH256489	Canyon Hills JHS
Computer Equipment	Dell Optiplex 3040	4WDPHH256502	Canyon Hills JHS
Computer Equipment	Dell Optiplex 3040	4W7NHH256475	Canyon Hills JHS
Computer Equipment	Dell Optiplex 3040	4WCRHH256479	Canyon Hills JHS
Computer Equipment	Dell Optiplex 3040	4W8LHH256481	Canyon Hills JHS
Computer Equipment	Dell Optiplex 3040	4WDQHH256501	Canyon Hills JHS
Computer Equipment	Dell Optiplex 3040	4WBRHH256486	Canyon Hills JHS
Computer Equipment	Dell Optiplex 3040	4W8SHH256496	Canyon Hills JHS
Computer Equipment	Dell Optiplex 3040	4W7LHH256500	Canyon Hills JHS
Computer Equipment	Dell Optiplex 3040	4W9RHH256482	Canyon Hills JHS
Computer Equipment	Dell Optiplex 745	JMJRWD125919	Canyon Hills JHS
Computer Equipment	Dell Optiplex 3020	549ZY1243690	Canyon Hills JHS
Computer Equipment	Dell Optiplex 3010	HZD9K0242197	Canyon Hills JHS
Computer Equipment	Dell Optiplex 3010	HZDBK0242180	Canyon Hills JHS
Computer Equipment	Dell Optiplex 3010	HZC5K0242171	Canyon Hills JHS
Computer Equipment	Dell Optiplex 3010	HZC3K0242185	Canyon Hills JHS
Computer Equipment	Dell Optiplex 3040	4WDNHH256490	Canyon Hills JHS
Computer Equipment	Dell Optiplex 3040	4W7SHH256492	Canyon Hills JHS
Computer Equipment	Dell Optiplex 3040	4W7RHH256483	Canyon Hills JHS
Computer Equipment	Dell Optiplex 3040	4WCQHH256484	Canyon Hills JHS
Computer Equipment	Apple iBook G4	21738	Canyon Hills JHS
Computer Equipment	Dell Latitude E5440	FVWQL1243946	Canyon Hills JHS
Olympus Digital Camera	D 620L	1020027	Canyon Hills JHS
Projector	Epson Powerlite 83+	km3f932666l30064	Canyon Hills JHS
Computer Equipment	Dell	5G89B4246093	Ayala HS
Computer Equipment	Dell	6FX9B42	Ayala HS
Computer Equipment	Dell	5G19B4246123	Ayala HS
Computer Equipment	Dell	5G6LB4246081	Ayala HS
Computer Equipment	Dell	5G7NB4246076	Ayala HS
Computer Equipment	Dell	5G5CB4246075	Ayala HS
Computer Equipment	Dell	C0ZMB2141665	Ayala HS
Computer Equipment	Dell	35LK92141664	Ayala HS
Computer Equipment	Dell	5G5CB4246075	Ayala HS
Computer Equipment	Dell	5G7NB4246076	Ayala HS
Computer Equipment	Dell	4W59C4246426	Ayala HS

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer Equipment	Dell	46049	Ayala HS
Computer Equipment	Dell	5G7BB4246080	Ayala HS
Computer Equipment	Dell	5FX9B4246046	Ayala HS
Computer Equipment	Dell Optiplex 3020	43167	Chino HS
Computer Equipment	Dell Optiplex 3020	43119	Chino HS
Computer Equipment	Dell Optiplex 3020	47874	Chino HS
Computer Equipment	Dell Optiplex 3020	42121	Chino HS
Computer Equipment	Dell Optiplex 3020	43145	Chino HS
Computer Equipment	Dell Optiplex 3020	47088	Chino HS
Computer Equipment	Dell Optiplex 3020	43136	Chino HS
Computer Equipment	Dell Optiplex 3020	48409	Chino HS
Computer Equipment	Dell Optiplex 3020	47070	Chino HS
Computer Equipment	Dell Optiplex 3020	43105	Chino HS
Computer Equipment	Dell Optiplex 3020	48638	Chino HS
Computer Equipment	Dell Optiplex 3020	48637	Chino HS
Computer Equipment	Dell Optiplex 3020	43113	Chino HS
Computer Equipment	Dell Optiplex 3020	47890	Chino HS
Computer Equipment	Dell Optiplex 3020	43160	Chino HS
Computer Equipment	Dell Optiplex 3020	43167	Chino HS
Computer Equipment	Dell Optiplex 790	39525	Chino HS
Computer Equipment	Dell Optiplex 3010	41712	Chino HS
Computer Equipment	Dell Optiplex 2100	32766	Chino HS
Computer Equipment	Dell	35471	Chino HS
Printer	Hp	Jpgfh33069	Chino HS
Projector	AVermedia	32802	Chino HS
Computer Equipment	Dell	43141	Chino HS
Computer Equipment	Dell	35475	Chino HS
Computer Equipment	Dell	35477	Chino HS
Projector	Epson	31473	Chino HS
Projector	Epson	32622	Chino HS
Projector	Epson	32640	Chino HS
Projector	Epson	32677	Chino HS
Printer	Hp	X7295759	Chino HS
Printer	Panasonic	7753	Chino HS
Computer Equipment	Dell	53256	Chino HS
Computer Equipment	Dell	53290	Chino HS
Computer Equipment	Dell	53239	Chino HS
Projector	Epson	32633	Chino HS
Projector	Epson	31468	Chino HS
Computer Equipment	Dell	89196	Chino HS
Projector	Epson	28999	Chino HS
Projector	Epson	32657	Chino HS

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer Equipment	Dell Optiplex 3020	43167	Chino HS
Computer Equipment	Dell Optiplex 3020	43119	Chino HS
Computer Equipment	Dell Optiplex 3020	47874	Chino HS
Computer Equipment	Dell Optiplex 3020	42121	Chino HS
Computer Equipment	Dell Optiplex 3020	43145	Chino HS
Computer Equipment	Dell Optiplex 3020	47088	Chino HS
Computer Equipment	Dell Optiplex 3020	43136	Chino HS
Computer Equipment	Dell Optiplex 3020	48409	Chino HS
Computer Equipment	Dell Optiplex 3020	47070	Chino HS
Computer Equipment	Dell Optiplex 3020	43105	Chino HS
Computer Equipment	Dell Optiplex 3020	48638	Chino HS
Computer Equipment	Dell Optiplex 3020	48637	Chino HS
Computer Equipment	Dell Optiplex 3020	43113	Chino HS
Computer Equipment	Dell Optiplex 3020	47890	Chino HS
Computer Equipment	Dell Optiplex 3020	43160	Chino HS
Computer Equipment	Dell Optiplex 3020	43137	Chino HS
Computer Equipment	Dell Optiplex 790	39525	Chino HS
Computer Equipment	Dell Optiplex 3010	41712	Chino HS
Computer Equipment	Dell Optiplex 2100	32766	Chino HS
Computer Equipment	Anywhere Cart	52165	Chino HS
Computer Equipment	Anywhere Cart	52163	Chino HS
Sewing Machine	x5	7783	Chino HS
Computer Equipment	Dell Optiplex 755	127914	Chino HS
Computer Equipment	Dell Optiplex 3050	60160	Chino HS
Printer	HP LaserJet 1536dn		Chino HS
Computer Equipment	Dell Optiplex 780	40043	Chino HS
Computer Equipment	Dell Optiplex 780	40044	Chino HS
Computer Equipment	Dell Optiplex 780	40045	Chino HS
Computer Equipment	Dell Optiplex 780	40046	Chino HS
Computer Equipment	Dell Optiplex 790	39698	Chino HS
Computer Equipment	Dell Optiplex 3020	48631	Chino HS
Computer Equipment	Dell Optiplex 3020	48632	Chino HS
Computer Equipment	Dell Optiplex 3020	48633	Chino HS
Computer Equipment	Dell Optiplex 3020	48634	Chino HS
Computer Equipment	Dell Optiplex 3020	48635	Chino HS
Computer Equipment	Dell Optiplex 3020	40231	Chino HS
Computer Equipment	Dell Optiplex 3020	40232	Chino HS
Computer Equipment	Dell Optiplex 3020	40233	Chino HS
Computer Equipment	Dell Optiplex 3020	40234	Chino HS
Computer Equipment	Dell Optiplex 3020	40235	Chino HS
Computer Equipment	Dell Optiplex 3020	40236	Chino HS
Computer Equipment	Dell Optiplex 3020	40237	Chino HS

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer Equipment	Dell Optiplex 755	27930	Chino HS
Computer Equipment	Dell Latitude 335	29894	Chino HS
Projector	TI Graphix		Chino HS
Shredder	Ativa		Chino HS
Computer Equipment	Dell Latitude 335	51493	Chino HS
Computer Equipment	Dell Latitude 335	51494	Chino HS
Computer Equipment	Dell Latitude 335	51495	Chino HS
Computer Equipment	Dell Latitude 335	51496	Chino HS
Computer Equipment	Dell Latitude 335	51497	Chino HS
Computer Equipment	Dell Latitude 335	51498	Chino HS
Computer Equipment	Dell Latitude 335	51499	Chino HS
Computer Equipment	Dell Latitude 335	51500	Chino HS
Computer Equipment	Dell Latitude 335	51501	Chino HS
Computer Equipment	Dell Latitude 335	51502	Chino HS
Computer Equipment	Dell Latitude 335	51503	Chino HS
Computer Equipment	Dell Latitude 335	51504	Chino HS
Computer Equipment	Dell Latitude 335	51505	Chino HS
Computer Equipment	Dell Latitude 335	51506	Chino HS
Computer Equipment	Dell Latitude 335	51507	Chino HS
Computer Equipment	Dell Latitude 335	51508	Chino HS
Computer Equipment	Dell Latitude 335	51509	Chino HS
Computer Equipment	Dell Latitude 335	51510	Chino HS
Computer Equipment	Dell Latitude 335	51511	Chino HS
Computer Equipment	Dell Latitude 335	51512	Chino HS
Computer Equipment	Dell Latitude 335	51513	Chino HS
Computer Equipment	Dell Latitude 335	51514	Chino HS
Computer Equipment	Dell Latitude 335	51515	Chino HS
Computer Equipment	Dell Latitude 335	51516	Chino HS
Computer Equipment	Dell Latitude 335	51517	Chino HS
Computer Equipment	Dell Latitude 335	51518	Chino HS
Computer Equipment	Dell Latitude 335	51519	Chino HS
Computer Equipment	Dell Latitude 335	51520	Chino HS
Computer Equipment	Dell Latitude 335	51521	Chino HS
Computer Equipment	Dell Latitude 335	51522	Chino HS
Computer Equipment	Dell Latitude 335	51523	Chino HS
Computer Equipment	Dell Latitude 335	51524	Chino HS
Computer Equipment	Dell Latitude 335	51525	Chino HS
Computer Equipment	Dell Latitude 335	51526	Chino HS
Computer Equipment	Dell Latitude 335	51527	Chino HS
Computer Equipment	Dell Latitude 335	51528	Chino HS
Computer Equipment	Dell Latitude 335	51529	Chino HS
Computer Equipment	Dell Latitude 335	51530	Chino HS

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer Equipment	Dell Latitude 335	51531	Chino HS
Computer Equipment	Dell Latitude 335	51532	Chino HS
Computer Equipment	Dell Latitude 335	51533	Chino HS
Computer Equipment	Dell Latitude 335	51534	Chino HS
Computer Equipment	Dell Latitude 335	51535	Chino HS
Computer Equipment	Dell Latitude 335	51536	Chino HS
Computer Equipment	Dell Latitude 335	51537	Chino HS
Computer Equipment	Dell Latitude 335	51538	Chino HS
Computer Equipment	Dell Latitude 335	51539	Chino HS
Computer Equipment	Dell Latitude 335	51540	Chino HS
Computer Equipment	Dell Latitude 335	51541	Chino HS
Computer Equipment	Dell Latitude 335	51542	Chino HS

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** October 6, 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 2022/2023-15, AUTHORIZATION TO UTILIZE A PIGGYBACK CONTRACT**

=====

**BACKGROUND**

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

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

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

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

<b>Resolution</b>	<b>Contract</b>	<b>Contractor</b>	<b>Description</b>	<b>Term</b>
2022/2023-15	Educational Enrollment Solution (EES) via Kings County Office of Education and Softchoice	Softchoice	Master Purchasing Vehicle for K-12 institutions through CITE and Microsoft Strategic Alliance (CAMSA)	8/1/2019-7/31/2023



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

**RECOMMENDATION**

It is recommended the Board of Education adopt Resolution 2022/2023-15, Authorization to Utilize a Piggyback Contract.

**FISCAL IMPACT**

Unknown.

NE:GJS:AGH:pw

**Chino Valley Unified School District  
Resolution 2022/2023-15  
Authorization to Utilize the Educational Enrollment Solution (EES) via  
Kings County Office of Education and Softchoice With Softchoice  
to Purchase Master Purchasing Vehicle for K-12 Institutions through CITE and  
Microsoft Strategic Alliance (CAMSA)  
Through the Piggyback Contract**

**WHEREAS**, the Board of Education (Board) of the Chino Valley Unified School District (District) has determined that a true and very real need exists to procure master purchasing vehicle for K-12 through CAMSA for the District;

**WHEREAS** EES via Kings County Office of Education and Softchoice currently has a piggyback contract, in accordance with Public Contract Code 20118 with Softchoice, that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

**WHEREAS**, the Board has determined that it is in the best interest of the District to authorize the purchase of master purchasing vehicle for K-12 institutions through CAMSA through the piggyback contract procured by the EES via Kings County Office of Education and Softchoice.

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

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

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of master purchasing vehicle for K-12 institutions through CAMSA through the piggyback contract originally procured by the EES via Kings County Office of Education and Softchoice is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of master purchasing vehicle for K-12 institutions through CAMSA in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the EES via Kings County Office of Education and Softchoice.

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

Section 5. Effective Date. This resolution shall be effective as of August 1, 2019, for the term ending July 31, 2023.

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 6th day of October 2022 by the following vote:

Bridge	_____
Cruz	_____
Na	_____
Schaffer	_____
Gagnier	_____

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

---

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

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** October 6, 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 PROJECT**

=====

**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 project listed below.

<b>CUPCCAA Project</b>	<b>Project Description</b>	<b>Contractor</b>	<b>Original Quotation</b>	<b>Change Order</b>	<b>Total</b>	<b>Funding Source</b>
CC2023-01	Ayala HS Classroom Preparations for ViewSonics (Portables)	OCS Construction Services, Inc.	\$59,337.32	N/A	\$59,337.32	01

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Carlos Camarena, Supervisor; and 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 Project.

**FISCAL IMPACT**

\$59,337.32 to General Fund 01.

NE:GJS:pw

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** October 6, 2022  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations  
**SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR CUPCCAA PROJECT**

=====

**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 project listed below.

<b>CUPCCAA Project</b>	<b>Project Description</b>	<b>Contractor</b>	<b>Original Quotation</b>	<b>Change Order</b>	<b>Total</b>	<b>Funding Source</b>
CC2022-62	Borba ES Audio/Visual Equipment Repair	Ireland Sound Systems, Inc.	\$19,731.72	\$148.70	\$19,880.42	01

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

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 Change Order and Notice of Completion for CUPCCAA Project.

**FISCAL IMPACT**

\$19,880.42 to General Fund 01.



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

# CHANGE ORDER

Date: 9/12/2022 BID/ CUPCAA #: CC2022-62 Change Order #: 01  
Project Title: Anna Borba ES Audio/Visual Equipment Repair  
Owner: Chino Valley Unified School District DSA Application #: NA DSA File #: NA  
Architect: NA Contractor: Ireland Sound Systems Inc

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

ITEM NO. 1: Description: Purchase additional Atlas Cat6e shielded video wire  
Reason: Additional equipment required for completion of the project  
Document Ref: Change Order No. 220765  
Requested by: Chino Valley USD  
Change in Contract Sum: \$148.70  
Time Extension: 34 days

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

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

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

## CONTRACT SUMMARY

The original contract amount was:	\$19,731.72
Previously approved change order amount(s):	\$0.00
The contract amount will be <b>increased</b> /decreased by this Change Order:	\$148.70
The new contract amount including this change order will be:	\$19,880.42

The original contract completion date:	07/20/2022
The contract time will be increased/decreased by days:	34 days
The date of completion as a result of this Change Order is:	8/22/2022

### APPROVED BY:

Patrick Ireland, President	<i>Patrick Ireland</i>	09/14/2022
Contractor – <a href="#">Ireland Sounds</a>	Signature	Date
NA	Signature	Date
DSA Inspector of Record (if applicable)	Signature	Date
NA	Signature	Date
Architect / Engineer (if applicable)	Signature	Date
NA	Signature	Date
Construction / Project Manager	Signature	Date
NA	Signature	Date
Authorized Department Head (if applicable)	Signature	Date
NA	Signature	Date
Director, Technology (if applicable)	Signature	Date
Carlos Camarena	Signature	Date
CVUSD Project Manager	<i>CC</i>	9/14/22
Martin Silveira	Signature	Date
Director, Maintenance & Operations (if applicable)	Signature	Date
Director, Planning (if applicable)	Signature	Date
Greg Stachura	Signature	9/14/22
Owner (Authorized Agent)	Signature	Date

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** October 6, 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 BID 22-23-09I, DON LUGO HS SOFFIT REMOVAL**

=====

**BACKGROUND**

On July 21, 2022, the Board of Education awarded Bid 22-23-09I, Don Lugo HS Soffit Removal to Integrated Demolition and Remediation, Inc. All contracted work was completed on August 30, 2022. Contract summary is provided below.

<b>Original Bid Amount</b>	<b>Approved Change Orders</b>	<b>Total Contract</b>	<b>5% Retention Amount</b>
\$119,000.00	N/A	\$119,000.00	\$5,950.00

Documentation indicating satisfactory completion and compliance with specification has been obtained from Alex Rivera, Supervisor and Martin Silveira, Director, Maintenance and Operations.

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

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Notice of Completion for Bid 22-23-09I, Don Lugo HS Soffit Removal.

**FISCAL IMPACT**

None.

NE:GJS:pw



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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Humility • Civility • Service

**DATE:** October 6, 2022  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations  
**SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 20-21-13F, DON LUGO HS RE-ROOFING PROJECT**

=====

**BACKGROUND**

On May 6, 2021, the Board of Education awarded Bid 20-21-13F, Don Lugo HS Re-Roofing Project to Best Contracting Services, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
2	Best Contracting Services, Inc.	\$40,731.50
	Previously Approved Change Order:	N/A
	Bid Amount:	\$1,024,666.00
	Revised Total Project Amount:	\$1,065,397.50
	Retention Amount:	\$53,269.88

Change order #1 resulted in an additional 139 days in contract time and no change to construction cost.

Change order #2 results in a net increase of \$40,731.50 to the construction cost and an additional 153 days in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on July 3, 2022.

Documentation indicating satisfactory completion and compliance with specification has been obtained from the following individuals: Alex Rivera, Supervisor and Martin Silveira, Director, Maintenance and Operations.

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

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 20-21-13F, Don Lugo HS Re-Roofing Project.

**FISCAL IMPACT**

\$40,731.50 to Deferred Maintenance Fund 14.

NE:GJS:pw



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

# CHANGE ORDER

Date: September 20, 2022 BID/ CUPCAA #: 20-21-13F Change Order #: 002  
Project Title: Don Lugo High School Re-Roofing Project  
Owner: Chino Valley Unified School District DSA Application #: NA DSA File #: N/A  
Architect: N/A Contractor: Best Contracting Services

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

ITEM NO. 1: Description: Furnish and install 7200sq.ft. of Sika Sarnafil roofing system on building K including walls.  
Reason: Additional square footage required to complete the building  
Document Ref: 21061-0002R1  
Requested by: Chino Valley USD  
Change in Contract Sum: \$ 29,721.50  
Time Extension: 153 Days

ITEM NO. 2: Description: Furnish and install roof system at two A/C units  
Reason: Required to patch around newly installed AC units  
Document Ref: 21061-0003-R1  
Requested by: Chino Valley USD  
Change in Contract Sum: \$11,010.00  
Time Extension: 0 Days

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

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



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** October 6, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 21-22-02F, TOWNSEND JHS SLOPE RENOVATION - LANDSCAPING**

=====

**BACKGROUND**

On July 15, 2021, the Board of Education awarded Bid 21-22-02F, Townsend JHS Slope Renovation - Landscaping to Conserve Landcare, LLC. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
1	Conserve Landcare, LLC	(\$21,469.83)
	Bid Amount:	\$1,680,300.00
	Revised Total Project Amount:	\$1,658,830.17
	Retention Amount:	\$82,941.51

The change order results in a net decrease of \$21,469.83 to the construction cost and an additional 45 days in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on September 16, 2022.

Documentation indicating satisfactory completion and compliance with specification has been obtained from the following individuals: Jonathan Campbell, Supervisor and Martin Silveira, Director, Maintenance and Operations.

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

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 21-22-02F, Townsend JHS Slope Renovation – Landscaping.

**FISCAL IMPACT**

(\$21,469.83) to General Fund 01.

NE:GJS:pw



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

## CHANGE ORDER

Date: 9/13/2022 BID/ CUPCAA #: 21-22-02F Change Order #: 01  
Project Title: Townsend Junior High School Renovation: Landscaping  
Owner: Chino Valley Unified School District DSA Application #: NA DSA File #: NA  
Architect: NA Contractor: Conserve Landcare LLC

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

ITEM NO. 1: Description: Provide concrete beneath existing solar panels.  
Reason: To prevent irrigation from hitting the solar panels causing rust/damage to the equipment.  
Document Ref: Change Order No. 6  
Requested by: Chino Valley USD  
Change in Contract Sum: \$22,530.17  
Time Extension: 45 days

ITEM NO. 2: Description: Removal 365-Day Maintenance Agreement  
Reason: Maintenance Agreement will be issued on separate Purchase Order.  
Document Ref: NA  
Requested by: Chino Valley USD  
Change in Contract Sum: (\$44,000.00)  
Time Extension: 0 days

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


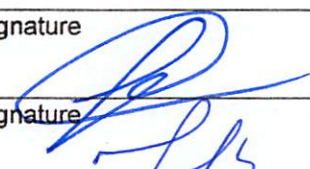
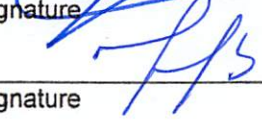
ITEM NO. 4: Description:  
Reason:  
Document Ref:  
Requested by:  
Change in Contract Sum:  
Time Extension:

**CONTRACT SUMMARY**

The original contract amount was:	<u>\$1,680,300.00</u>
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be increased/decreased by this Change Order:	<u>(\$21,469.83)</u>
The new contract amount including this change order will be:	<u>\$1,658,830.17</u>

The original contract completion date:	<u>8/2/2022</u>
The contract time will be increased/decreased by days:	<u>45 days</u>
The date of completion as a result of this Change Order is:	<u>9/16/2022</u>

**APPROVED BY:**

<u>Contractor – Conserve Landcare LLC</u>	<u></u>	<u>9/20/2022</u>
Signature		Date
<u>NA</u>	<u></u>	<u></u>
DSA Inspector of Record (if applicable)	Signature	Date
<u>NA</u>	<u></u>	<u></u>
Architect / Engineer (if applicable)	Signature	Date
<u>NA</u>	<u></u>	<u></u>
Construction / Project Manager (if applicable)	Signature	Date
<u>NA</u>	<u></u>	<u></u>
Authorized Department Head (if applicable)	Signature	Date
<u>NA</u>	<u></u>	<u></u>
Director, Technology (if applicable)	Signature	Date
<u>Jonathan Campbell</u>	<u></u>	<u>9/21/2022</u>
CVUSD Project Manager	Signature	Date
<u>Martin Silveira</u>	<u></u>	<u>9/21/22</u>
Director, Maintenance & Operations (if applicable)	Signature	Date
<u></u>	<u></u>	<u></u>
Director, Planning (if applicable)	Signature	Date
<u>Greg Stachura</u>	<u></u>	<u></u>
Owner (Authorized Agent)	Signature	Date



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** October 6, 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: AWARD OF BID NO. 22-23-07F, EAGLE CANYON ES ALTERATIONS**

=====

**BACKGROUND**

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

A Notice to Contractors Calling for Bid No.22-23-07F, Eagle Canyon ES Alterations was published in the Inland Valley Daily Bulletin on July 5, 2022, and July 12, 2022. Bids were submitted at 1:00 p.m. on June 28, 2022. The results are as follows:

<b>Bid Package</b>	<b># of Bids Received</b>	<b>Low Bidder</b>	<b>Bid Amount</b>
BP 02-01 – Demo	5	Integrated Demolition Resources	\$674,000.00
BP 03-02 – Concrete	6	KAR Construction	\$1,097,000.00
BP 05-01 – Misc. Metals	6	RND Contractors	\$389,000.00
BP 06-01 – Rough Carpentry	4	Core Contracting Inc.	\$748,000.00
BP 06-02 - Finish Carpentry	4	K & Z Cabinet Co., Inc.	\$708,100.00
BP 09-01 – Drywall	5	Mirage Builders Inc.	\$893,938.00
BP 09-02 – Tile	4	Continental Marble & Tile co.	\$131,091.00
BP 09-03 – Acoustical Ceiling	4	Elljay Acoustics Inc.	\$206,355.00
BP09-04 – Flooring	2	Lawrence W. Rosine Co.	\$171,000.00
BP 09-05 – Painting	4	D & M Painting	\$347,700.00
BP 10-01 – Misc. Spec.	6	Bogh Engineering	\$1,957,700.00
BP 11-01 – Food Service Equipment	2	Kitcor Corporation	\$173,404.00
BP 22-01 – Plumbing	8	Empyrean Plumbing	\$913,316.00
BP 23-01 – HVAC	9	Simco Mechanical Inc.	\$479,500.00
BP 26-01 – Electrical	10	Rancho Pacific Electric	\$3,038,700.00

Bid Package	# of Bids Received	Low Bidder	Bid Amount
BP 32-01 – Irrigation, Landscaping, Paving, Striping	2	Roadway Engineering & Contracting	\$523,400.00

The basic scope of work for this project includes alterations to existing buildings in accordance with DSA approved plans.

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

**RECOMMENDATION**

It is recommended the Board of Education award Bid No. 22-23-07F, Eagle Canyon ES Alterations to: Integrated Demolition Resources; KAR Construction; RND Contractors, Inc.; Core Contracting Inc.; K & Z Cabinet Co., Inc.; Mirage Builders, Inc.; Continental Marble & Tile Co.; Elljay Acoustics, Inc.; Lawrence W. Rosine Co.; D & M Painting; Bogh Engineering; Kitcor Corporation; Emphyrean Plumbing; Simco Mechanical, Inc.; Rancho Pacific Electric, Inc.; and Roadway Engineering & Contracting.

**FISCAL IMPACT**

\$12,452,204.00 to Building Fund 21.

NE:GJS:AGH:pw

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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

**DATE:** October 6, 2022

**TO:** Members, Board of Education

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

**PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations  
Sandra H. Chen, Associate Superintendent, Business Services

**SUBJECT: APPROVAL OF INVESTMENT MANAGEMENT AGREEMENT**

=====

**BACKGROUND**

Since the early 1990's, the District has invested funds in a cash management program outside the county treasury. The investment objective of the cash management program is to earn a higher rate of return on its assets than the county's alternative short-term investments. Additionally, the program is customized directly to the District's needs and provides the District with better control of its funds than the county's pooled investment program.

The principal of the District's current investment advisor, Q Insight Group, is retiring and ceasing all operations. Therefore, it is necessary to select a new investment firm to manage the cash management program. After consultation with the District's current advisor, District legal counsel and San Bernardino County Counsel, the District selected Crawford Investment Counsel, Inc. as its new investment advisor.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Investment Management Agreement with Crawford Investment Counsel, Inc.

**FISCAL IMPACT**

None.

NE:GJS:SHC:pw

**CRAWFORD INVESTMENT COUNSEL, INC.  
INVESTMENT MANAGEMENT AGREEMENT  
(SOLE DISCRETION ACCOUNT)**

This is an agreement (the "**Agreement**") between Crawford Investment Counsel, Inc., a Georgia corporation ("**Adviser**" or "**CIC**"), and Chino Valley Unified School District ("**Client**").

By this Agreement, Client retains Adviser to provide investment management services to Client with respect to the Account (as defined below) on the following terms:

*Section 1. Investment Management Services.* Adviser shall have sole discretion to direct the investment and reinvestment of the assets in Client's account(s) (collectively and singularly, the "**Account**") in securities and cash or cash equivalents.

*Section 2. Receipt of Acknowledgement Form ADV, Privacy Policy and Applicable Policies Therein.* By execution of this Agreement, Client acknowledges receipt of and the application of policies contained in a copy of Part 2A of Form ADV and Adviser's Privacy Policy. A current copy of Adviser's Form ADV is available upon request and at [www.crawfordinvestment.com](http://www.crawfordinvestment.com)

*Section 3. Advisory Fees.* Client will pay Adviser fees for Adviser's investment advisory services ("**Advisory Fees**"). The Advisory Fees payable by Client will be calculated as set forth in Schedule A.

*Section 4. Confidentiality.* All information and advice furnished as part of this Agreement will be treated as confidential and will not be disclosed to third parties except as allowed by law and Adviser's Privacy Policy.

*Section 5. Non-Exclusive Advisory Services.* It is understood that the Adviser performs investment advisory services for various clients. The Client agrees that the Adviser may give advice and take action for itself or with respect to any of its other clients which may differ from advice given, or the timing or nature of action taken, with respect to the Account. Transactions in a specific security may not be accomplished for all clients' accounts at the same time or the same price. Nothing in this Agreement shall limit or restrict the Adviser or any of its directors, officers, affiliates or employees from buying, selling, or trading in any securities or other assets for its or their own account or accounts, and the Client acknowledges that the Adviser, its directors, officers, affiliates, employees, and other clients of the Adviser, may at any time acquire, increase, decrease, or dispose of portions of investments which are at the same time being acquired, held, or disposed of for the Account.

*Section 6. Risk Acknowledgment; Limitation of Liability; Indemnification.* Adviser does not guarantee the future performance of the Account or any specific level of performance, the success of any investment decision or strategy that Adviser may use, or the success of Adviser's overall management of the Account. Client understands that investment decisions made for Client's Account by Adviser are subject to various market, currency, economic, political, and business risks, and that those investment decisions will not always be profitable. Client understands any restrictions placed on the account by the Client may negatively impact future performance.

Except as may otherwise be provided by applicable law, Adviser, "persons associated with Adviser" as defined in the Investment Advisers Act of 1940 as amended and the rules and regulations thereunder or any successor provision thereto (collectively the "Act"), and Adviser Related Persons, as defined below (each of the foregoing individually and collectively an "Advisory Person") acting in good faith shall not be liable for and shall be indemnified by Client against any and all losses, damages, costs, expenses (including reasonable attorneys' fees), liabilities, claims, and demands (collectively "Damages"), for any action, omission, information, or recommendation under or in connection with this Agreement including (a) by reason of any investment decision made or other action taken or omitted in good faith by Adviser or any other Advisory Person with that degree of care, skill, prudence, and diligence under the circumstances that

a prudent person acting in a fiduciary capacity would use in the conduct of an enterprise of a like character with like aims; (b) arising from an Advisory Person's adherence to the instructions of Client or Client's agents or representatives; or (c) with respect to any act or failure to act by any custodian, any broker or dealer to which any Advisory Person directs transactions for the Account, or by any other third party, *except* in the case of (i) the actual willful misconduct, gross negligence, or willful violation of any applicable law, rule or regulation or duties thereunder by Adviser or its officers, directors, managers, members, or personnel (individually and collectively "**Adviser Related Persons**"), (ii) a violation of the standard of care established by and applicable to Adviser or an Adviser Related Person under this Agreement, or (iii) a breach of the duty or obligations of Adviser or an Adviser Related Person under or with respect to this Agreement, including any violation of any investment guidelines. Except as may otherwise be provided by applicable law, Adviser, and any other Advisory Person also shall not be liable for and shall be indemnified by Client against all Damages to the extent any limitations or restrictions contained in any investment guidelines are not adhered to as a result of changes in market value, additions to or withdrawals from the Account, portfolio rebalancing by the Client, or other non-volitional acts of any Adviser Related Person. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this Agreement will waive or limit any rights that Client may have under those laws or under any other applicable laws where liability may not be limited or waived, except to the extent permitted thereunder.

*Section 7. Effective Date of Agreement; Term and Termination.* This Agreement shall become effective on the date hereof, and this Agreement will continue in effect until terminated by either party by written notice to the other party or by operation of law.

Termination of this Agreement will not affect (a) the validity of any action previously taken by Adviser under this Agreement; (b) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (c) Client's obligation to pay Advisory Fees (pro-rated through the date of termination). On the termination of this Agreement, Adviser will have no obligation to recommend or take any action including but not limited to purchases, sales, and distributions with regard to the securities, cash, or other investments in the Account.

Client has the right to terminate this Agreement without penalty within five (5) business days of entering this agreement; however, any action taken by Adviser as outlined in Section 1 prior to the effective date of termination shall be at the Client's risk and governed by the terms of this Agreement.

*Section 8. Client Authority.* Client hereby represents and warrants that the Client has full power, authority, and capacity to execute and deliver this Agreement. Client or an agent or representative of Client will inform Adviser of any event or occurrence that might affect this authority or the propriety of this Agreement if the Client is acting as a fiduciary for another person or entity.

*Section 9. Directions to Adviser.* Adviser may rely on written or oral instruction from the Client. Client may designate representative(s), and Adviser, acting in good faith, may rely on oral or written instructions from the representative(s) until notified by Client that representative(s) are no longer approved.

*Section 10. Binding Agreement; Amendment.* This Agreement is the binding agreement of the parties for the benefit of the parties and intended beneficiaries to the Agreement. Client agrees that Adviser has the right to amend this Agreement by modifying or rescinding any of its provisions or by adding new provisions. Any amendment by Adviser of this Agreement will be effective 30 days after Adviser has notified Client in writing of the change, or at a later date established by Adviser. Adviser's failure to insist at any time on strict compliance with this Agreement or with any of the terms of this Agreement or any continued course of such conduct on its part will not constitute or be considered a waiver by Adviser of any of its rights or privileges.

*Section 11. Assignment; Ownership Changes.* No assignment (as that term is defined in the Act) of this Agreement by Adviser may be made without the consent of the Client which, notwithstanding any other provision in this Agreement to the contrary, need not be in writing, and any such assignment made without such consent shall be null and void for all purposes. Any assignment of this Agreement by Client shall not release Client of its obligations hereunder except as expressly consented to in writing by Adviser. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors, and permitted assigns. Adviser will notify Client of any change in the ownership of Adviser within a reasonable time after such change to the extent that such notification is required under Section 206(a)(3) of the Act.

*Section 12. Severability.* If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision of this agreement is unenforceable under the law prevailing on the date hereof but is enforceable under the law prevailing at a subsequent time, then such originally unenforceable provision shall be deemed to take effect at the time when it becomes enforceable. As used herein, the term "unenforceable" is used in its broadest and most comprehensive sense and includes the concepts of void and voidable.

*Section 13. Governing Law.* Except where preempted by applicable U.S. federal law, this Agreement will be governed by and construed in accordance with the Federal Arbitration Act ("**FAA**") and laws of the State of Georgia excluding any conflict or choice of law provisions of such laws that would result in the application of the law of any other jurisdiction, *provided* that in the event of any conflict between the FAA and the laws of the State of Georgia (and any other state), the FAA shall control, *and further provided* that nothing in this Agreement will be construed in any manner inconsistent with the Act, any rule or order of the Securities and Exchange Commission under the Act and, if applicable to the Account, ERISA and any rule or order of the Department of Labor under ERISA.

*Section 14. Notices.* Any notice or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person, sent by telecopy, sent by overnight courier, or by email (confirmed as received by recipient) or three days after mailing by registered mail (postage prepaid). All notices or communications to Adviser should be sent to Adviser's main street address or a specified Adviser employee's email address if provided. All notices or communications to the Client will be sent to the address or email address included in this Agreement, and any changes to such addresses will be provided in writing by the Client in a timely manner.

Client hereby consents to delivery by Adviser of any and all documents and information (including regulatory forms such as Form ADVs and privacy notices) by electronic means, including, without limitation, by email, weblink or other form of electronic delivery to the fullest extent permitted by applicable law (such electronic delivery methods individually and collectively "**Electronic Delivery**"). Client's consent to Electronic Delivery shall be effective immediately and shall remain effective until withdrawn in writing by Client.

*Section 15. Arbitration.* All controversies that may arise between Adviser and Client (or anyone seeking to claim through Client) concerning any subject matter, issue, or circumstance whatsoever (including but not limited to, controversies concerning the Account (and any other account), any order or transaction with respect to the Account (or any other account), and the continuation, performance, interpretation, or breach of this Agreement (or any other agreement) between Adviser and Client, whether entered into or arising before, on, or after the date of this Agreement) shall be determined by arbitration, which shall be final and binding to the maximum extent permitted by the Act, ERISA, and any other applicable law. Client understands that this agreement to arbitrate does not constitute a waiver of any right provided by the Act, including the right to choose the forum, whether arbitration or adjudication, in which to seek resolution of

disputes except from and to the extent permitted by the Act, ERISA, or other applicable law. Client should be aware that it is the position of the Securities and Exchange Commission ("SEC") that certain rights of action are non-waivable under the Act. Any arbitration shall be held in the City of Atlanta, Los Angeles, State of Georgia or California. Such arbitration shall be administered by the American Arbitration Association (the "AAA") pursuant to the FAA in accordance with this Agreement and the Commercial Arbitration Rules of the AAA ("AAA Rules"). To the maximum extent permitted by applicable law, to the extent that any inconsistency exists between this Agreement, on the one hand, and the FAA and the AAA Rules, on the other hand, this Agreement shall control. Any determination of liability with respect to Adviser shall, at the request of Adviser, be supported by written specific findings of fact and conclusions of law with respect to the grounds for liability. To the maximum extent permitted by applicable law, arbitrators shall have no authority to award punitive, exemplary, or other extraordinary damages. Client and Adviser each hereby waive all rights to obtain punitive damages in connection with any dispute arising under this Agreement. Judgment upon any award rendered by the arbitrators may be entered in and enforced by any court having jurisdiction and in accordance with the practice of such court, subject only to vacation or modification as permitted by applicable law.

No person shall bring a putative or certified class action to arbitration or seek to enforce any arbitration agreement against any person who has initiated in court a putative class action or who is a member of a putative class action who has not opted out of the class with respect to any claims encompassed by the putative class action until (a) the class certification is denied, (b) the class is decertified or (c) Client (or anyone seeking to claim through Client) has been excluded from any such class or putative class by a final, non-appealable order of a court of competent jurisdiction. Any forbearance or delay in enforcing in rights under this Section 15 shall not operate as a waiver of any rights under this Agreement.

This agreement to arbitrate shall survive the termination of the provision of investment management services by Adviser to Client with respect to the Account (or any other account) including the termination of this Agreement.

*Section 16. Entire Agreement.* This Agreement contains the entire agreement between Client and Adviser concerning the subject matter of this Agreement and supersedes all prior agreements, written or otherwise, with respect hereto.

*Section 17. Counterparts.* This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one agreement. Client and Adviser have executed this Agreement on the last day set forth below.

*Section 18. Acceptance of Responsibility.* Adviser acknowledges its acceptance of responsibility as a fiduciary to the Client and to the Chino Valley Unified School District Cash Management Program.

*Section 19. Duly Registered Investment Advisor.* Adviser represents and warrants that it is duly registered as an "Investment Adviser" under the Investment Advisors Act of 1940.

*Section 20. Form ADV Part 2A.* Advisor agrees to provide client with updated Form ADV Part 2A within 14 days of execution of contract.

*Section 21. Receipt of Client's Investment Policy.* Adviser acknowledges receipt of and application of Client's Investment Policy, BP3430(a) District Investments, attached hereto as Schedule C.

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CLIENT - Signature

Gregory Stachura

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CLIENT - Printed Name

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CLIENT - Signature

Sandra Chen

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CLIENT - Printed Name

Client Address for Notice:

Chino Valley Unified School District

5130 Riverside Dr.

Chino, CA 91710

Email: [greg\\_stachura@chino.k12.ca.us](mailto:greg_stachura@chino.k12.ca.us) and/or [sandra\\_chen@chino.k12.ca.us](mailto:sandra_chen@chino.k12.ca.us)

Phone: 909 628-1201

CRAWFORD INVESTMENT COUNSEL,  
INC.

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David B. Crawford, President

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Date



**SCHEDULE A  
CRAWFORD INVESTMENT COUNSEL, INC.  
INVESTMENT MANAGEMENT AGREEMENT**

**Chino Valley Unified School District**

**Management Fees**

The Client has agreed to pay an annual management fee equal to the following fee schedule based on the market value of all assets in the account(s):

**0.40% on the first-----\$5 Million**  
**0.35% on next-----\$5 Million**  
**0.30% thereafter**

- Client shall pay the fee quarterly in advance
- CIC shall send to the Client a statement setting forth the amount of the fee due, the value of the Account on which the fee is based, and a description of how the fee was calculated.
- In any partial quarter, the fee will be prorated based on the number of days that the Client was a client of CIC during that quarter.

The value of securities and other assets in the Account owned by the Client will be determined by outside pricing services. IDC is the primary source of pricing information which is used by CIC. In the event that IDC is unable to provide accurate pricing on securities which do not trade frequently, alternative sources such as Bloomberg will be utilized.

The Client acknowledges that the fees set forth on this Schedule A are in addition to fees which may be imposed by third parties other than CIC in connection with the investments made pursuant to the Strategy including, among others, mutual fund 12b-1 fees or sales charges, investment management fees, administrative and servicing fees, and transaction fees, advisory and management fees charged by private money managers, wrap fee programs, commissions imposed by the Custodian to execute securities transactions, and administration fees charged for prime brokerage transactions.

**SCHEDULE B**  
**CRAWFORD INVESTMENT COUNSEL, INC.**  
**INVESTMENT MANAGEMENT AGREEMENT**

**ERISA Account Provisions**

This Schedule B applies if any assets of the Account are for a (i) pension or other employee benefit plan (including any 401(k) plan) governed by the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"); (ii) tax-qualified retirement plan (including a Keogh plan) under Section 401(a) of the Internal Revenue Code, as amended (the "**Code**"), and not covered by ERISA; or (iii) an individual retirement account ("**IRA**") under Section 408 of the Code.

Client represents that Adviser has been furnished true and complete copies of all applicable Plan (as defined below) and trust documents establishing and governing the Plan and evidencing the Client's authority to retain Adviser. Client acknowledges that it will promptly provide Adviser with amendments made to Plan and/or trust documents. The person signing this Agreement on behalf of Client also acknowledges its status as a "named fiduciary" (as defined in ERISA and the Code, respectively) with respect to the control and management of the assets held in Client's Account, and agrees to notify Adviser promptly of any change in the identity of the named fiduciary with respect to the Account.

If the Account contains assets that are subject to a Plan, Client represents and warrants that (i) all provisions of this Agreement are permitted by the Plan documents, (ii) the Adviser is authorized to perform the services contracted hereunder and (iii) Client has authority to retain Adviser. Client agrees that if there are any amendments to the Plan affecting the rights or obligations of Adviser, such amendments will be binding on the Adviser only when agreed to by the Adviser in writing and Client agrees to provide, if requested, an executed trustee certification, investment powers form, and copies of the Plan documents authorizing the execution of this Agreement and the terms and provisions of this Agreement. Client further agrees to inform Adviser of any discrepancies between its records and confirmations or statements (if any) sent to Client under this Agreement. If any assets of the Account are for a plan subject to ERISA (the "**Plan**"), and because Adviser is given trading discretion in respect of such Account assets pursuant to this Agreement, Client appoints Adviser, and Adviser accepts such appointment, as an "investment manager" with respect to such assets for purposes of ERISA and the Code and in connection therewith, Adviser acknowledges that it is a "fiduciary" within the meaning of Section 3(21) of ERISA and Section 4957(e)(3) of the Code, including the associated duties and obligations imposed on a fiduciary under ERISA, for the investment consulting and/or advisory services to be provided under this Agreement so long as this Agreement remains in effect with respect to Plan assets and agrees to act with that degree of care, skill, prudence and diligence under the circumstances that a prudent person acting in similar circumstances would use but only with respect to the provision of investment management services contemplated by the Agreement to which this Schedule is applicable.

Adviser represents and warrants that, as of the date of the Agreement to which this Schedule is applicable, it is duly registered as an "investment adviser" under the Act (as defined in Section 6 of the Agreement to which this Schedule is applicable).

If the Account contains assets that represent only a portion of the Plan's assets, Client understands that Adviser will have no responsibility for the overall compliance and diversification of the Plan's assets, and that Adviser will have no duty, responsibility or liability for Plan assets that are not invested in the Account.

Adviser represents and warrants that it has as of the date of the Agreement to which this Schedule is applicable, and will have at all times thereafter, during the term of the Agreement to which this Schedule is applicable, so long as required by applicable law, a bond which satisfies the requirements of Section 412 of ERISA.

## SCHEDULE C

Business and Noninstructional Operations

BP 3430(a)

### **DISTRICT INVESTMENTS**

#### **General Information**

The following shall be the investment policy for the Chino Valley Unified School District.

#### **Scope of Investment Policy**

This policy shall apply to all district investments outside of the San Bernardino County Treasury, except for investments insured by the Federal Depository Insurance Corporation (FDIC).

All or part of the special reserve fund of the District, or any surplus monies not required for the immediate necessities of the District, may be invested as allowed by law for public funds. (Education Code 41015; Government Code 16430, 53601-53609, 53635)

#### **Purpose of the Investment Policy Statement**

This statement of investment policy is set forth by the Board of Education of the Chino Valley Unified School District for the following purposes:

1. Define and assign the responsibilities of all involved parties.
2. Establish investment goals.
3. Provide guidance and limitations to the district's investment managers/brokers.
4. Establish basis for evaluating investment results.
5. Ensure plan assets are managed in accordance with the Education Code and Government Code
6. Establish a time horizon for which plan assets will be managed.

#### **Cash Flow Expectations**

The Board of Education anticipates annual deposits into the District's Investment Program (The Plan) may vary from year to year, depending on the amount of funds declared surplus by the Board of Education pursuant to Board Policy 3410.

The Board of Education anticipates distributions out of the District's Investment Program may vary from year to year, depending on District debt service and capital project expenditures requirements. Spending priorities for the Cash Management Program shall be made in compliance with Administrative Regulation 7310.3.

### **Delegation of Authority**

The Board of Education of the Chino Valley Unified School District is responsible to the citizens and students of the District and is responsible for directing and monitoring the investment management of the District's assets. As such the Board of Education is authorized to delegate certain responsibilities to professional experts in various fields. With respect to the District's investment program, these include but are not limited to:

1. Investment Manager/Broker

The Investment Manager/Broker has discretion to purchase, sell or hold the specific securities that will be used to meet the Plan's investment objectives. The Investment Manager/Broker may be requested to prepare and submit certain reports regarding the District's investment portfolio and investment performance. The Investment Manager/Broker may also perform the regular accounting of all assets owned, purchased, or sold, as well as movement of assets into and out of the District's investment accounts.

2. Custodian

The Custodian will physically maintain possession of the securities owned by the District, collect all dividend and interest payments, redeem all maturing securities, and coordinate receipt and delivery following investment purchases and sales.

3. Co-Trustee

The Board of Education may appoint an outside individual or entity, such as a bank trust department, to be Co-Trustee. If appointed, the Co-Trustee will assume fiduciary responsibility of the administration of Plan assets.

4. Additional specialists, such as attorneys, auditors, and others, may be employed by the Board of Education to assist in meeting the Board's responsibilities to administer the District's investments prudently.

The Board of Education does not reserve any control over any investment decisions except for the specific limitations described in this policy. Managers/Brokers will be held responsible and accountable to achieve the objectives stated within this policy. While the Board does not believe that the limitations within this policy will hamper Investment Managers/Brokers, each Investment Manager/Brokers may request modifications to this policy which they deem appropriate.

The District's investments will operate under the direction of the Associate Superintendent of Business/Operations.

### **Definitions**

1. "Plan" shall mean the Chino Valley Unified School District Cash Management Program.
2. "Board of Education" shall mean the Governing Board of the Chino Valley Unified School District.
3. "Fiduciary" shall mean any individual or group of individuals that exercise discretionary authority or control over fund management or any authority or control over management, disposition, or administration of the Plan assets.
4. "Investment Manager/Broker" shall mean any individual or organization employed by the District to manage the investments of all or part of the Plan assets.
5. "Securities" shall refer to the marketable investment securities which are defined as acceptable in this statement.
6. "Investment Horizon" shall be the time period over which the investment objectives as set forth in this policy are expected to be met. The Investment Horizon for this Plan is 30 years.

### **Assignment of Responsibility**

#### **1. Responsibility of the Board of Education, Superintendent or Designee**

The Board of Education is charged with the overall responsibility for the management of the assets of the Plan. The Board of Education, Superintendent or designee shall discharge their duties, with respect to the Plan, solely in the interest of the Plan, with skill, prudence and diligence under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character with similar aims. The specific responsibilities of the Board of Education and the Superintendent or designee relating to the investment of distich assets include:

- a. Adhering to the legal requirements of the Education Code and Government Code and all other applicable policies and regulations.
- b. Projecting the Plan's financial needs and communicating these needs to the Investment Manager/Broker, and other appropriate parties, on a timely basis.
- c. Determining the Plan's Risk Tolerance and Investment Horizon and communicating these to the appropriate parties.
- d. Establishing reasonable and consistent investment objectives, policies and guidelines which will direct the investment of Plan assets.
- e. Prudently and diligently selecting qualified investment professionals, including Investment Manager(s)/Broker(s), and Custodian(s).
- f. Regularly evaluating the performance of the Investment Manager(s)/Broker(s) to assure adherence to policy guidelines and monitor the achievement of investment objectives.
- g. Developing and enacting appropriate control procedures: for example, replacing an Investment Manager/Broker due to a fundamental change in the Investments Management/Broker process, or failure to comply with established guidelines.

## **2. Responsibility of Investment Manager/Broker**

Each Investment Manager/Broker shall acknowledge, in writing, its acceptance of responsibility as a fiduciary. Each Investment Manager/Broker is charged with full discretion to make all investment decisions for the assets placed under its care, while observing and operating within all policies, guidelines, constraints, and philosophies as outlined in this statement. Specific responsibilities of the Investment Manager/Broker include:

- a. Discretionary investment management, including decisions to buy, sell or hold individual securities and to alter asset allocation within the guidelines established in this statement.
- b. Reporting, on a timely basis, quarterly investment performance results. At least once per year these results will be reported to the Board of Education.
- c. Communicating any major changes to economic outlook investment strategy or any other factors which affect implementation of investment process or the investment objective progress of the Plan's investment management.

- d. Informing the Board of Education regarding any qualitative change to Investment Management organization: examples include changes in portfolio management personnel, ownership structure, investment philosophy, etc.

### **General Investment Principles**

1. Investments shall be made solely in the interest of the Plan.
2. The Plan shall be invested with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the investment of a fund of like character and with like goals.
3. Investment of the Plan shall be so diversified as to minimize the risk of large losses, unless it is clearly prudent not to do so.
4. The Board of Education may employ one or more Investment Managers/Brokers of varying styles and philosophies to attain the Plan's objectives.
5. Cash is to be employed productively at all times, by investment in short term cash equivalents to provide safety, liquidity, and return.

### **Investment Management Policy**

#### **1. Preservation of Capital**

Consistent with their respective investment styles and philosophies, Investment Managers/Brokers should make reasonable efforts to preserve capital, understanding that losses may occur in individual securities.

#### **2. Risk Aversion**

Understanding that risk is present in all types of securities and investment styles, the Board of Education recognizes that some risk is necessary to produce long-term investment results that are sufficient to meet the Plan's objectives. However, the Investment Managers/Brokers are to make reasonable efforts to control risk and will be evaluated regularly to ensure that the risk assumed is commensurate with the given investment style and objectives.

### **3. Adherence to Investment Discipline**

Investment Managers/Brokers are expected to adhere to the investment management styles for which they were hired. Managers/Brokers will be evaluated regularly for adherence to investment discipline.

### **Goals of the Cash Management Program**

The Board of Education feels that obligations to be paid in the future are as important as expenditures made today. This is consistent with the philosophy that the plan is to exist in perpetuity, and therefore, should provide resources for debt service payments or district capital facilities needs, in perpetuity. In order to meet its needs, the primary objective of the plan is to maintain purchasing power while providing current income to meet the district's cash flow needs. That is, net of spending, the objective is to grow the aggregate portfolio value at least at the rate of inflation over the Plan's Investment Horizon. The Plan's specific investment objectives will be established later in this document.

### **Attitude towards Additional Investments**

Future additional investments into this Plan from funds which have been declared surplus by the Board of Education, pursuant to Board Policy 3410, are expected to be relatively consistent, and therefore, predictable. However, the Board of Education has set an investment strategy with the objective of maintaining purchasing power of the Plan's assets before consideration of additional deposits of surplus funds. Accordingly, future deposits will serve to increase purchasing power.

### **Spending Policy**

The Board of Education, pursuant to Board Policy Chino Valley Unified School District file 7310.3 and administrative regulation 7310.3 places the highest emphasis for Plan spending on meeting its debt service obligations. As such, the Board of Education regards spending in dollar terms for year to year as inflexible. While spending is inflexible, and therefore relatively consistent and predictable, expected investment returns from "riskier" portfolios are not consistent and predictable. Therefore, in order to reduce the likelihood of underperformance and excessive deterioration of real principal during such periods, this Plan must tend toward a more "conservative" investment strategy than might be the case if debt service obligations from year to year were more flexible.



## **Investment Objectives (Strategy)**

In order to meet its needs, the primary investment strategy of the Chino Valley Unified School District's Cash Management Program is to emphasize current income; that is, to generate a predetermined level of investment income to meet the district's cash flow needs on a periodic basis for various financial requirements.

The specific objectives in the Investment management Program for Plan assets, which are necessary to achieve the primary goal shall be:

1. Outperform the consumer price index.
2. Outperform the Bloomberg Barclay's 1–3-year Treasury BOND index by 0.3%
3. Outperform the state "local agency investment fund" by one percent.

The secondary objectives in the investment management of Plan assets shall be:

1. Liquidity - to ensure the ability to meet all expected or unexpected cash flow needs by investing in securities which can be sold readily and efficiently.
2. Preservation of Capital - to minimize the probability of loss of principal over the Investment Horizon. Emphasis is placed on minimizing return volatility rather than maximizing total return. Risk control is an important element in the investment of Plan assets.
3. Preservation of Purchasing Power - to achieve returns in excess of the rate of inflation over the Investment Horizon in order to preserve purchasing power of Plan assets.

After the previous goals have been met, the final objective in the Investment Management of Plan assets shall be:

Long-term Growth of Capital - to emphasize long-term growth of principal while avoiding excessive risk. Short-term volatility will be tolerated in as much as it is consistent with the volatility of a comparable market index.

**Capital Markets Expectations**

The specified investment goals below are based on the following expectations of return from the capital markets:

<b>Asset Class</b>	<b>Expected Return</b>
Bloomberg Barclay's 1-3 year Treasury Note index	.50-3.50%
CPI	2.00-3.00%

**Specific Investment Goals**

Over the Investment Horizon established in this statement, it is the goal of the aggregate Plan assets to exceed:

1. The rate of inflation (as measured by the Consumer Price Index)
2. The return of the Bloomberg Barclay's 1–3-year Treasury Note index by 0.3%
3. The return of the state "local agency investment fund" by one percent

The investment goals above are the objectives of the aggregate Plan and are not meant to be imposed on each investment account (if more than one account is used). The goal of each Investment Manager/Broker, over the Investment Horizons, shall be to:

1. Meet or exceed the market index, selected, and agreed upon by the Board of Education that most closely corresponds to the style of investment management.
2. Display an overall level of risk in the portfolio which is consistent with the risk associated with the benchmark specified above. Risk will be measured by the standard deviation of quarterly returns.

Specific investment goals and constraints for each Investment Manager/Broker, if any, shall be incorporated as part of this statement of investment policy. Each Manager/Broker shall receive a written statement outlining his/her specific goals and constraints as they differ from those objectives of the entire Plan.

## **Definition of Risk**

The Board of Education realizes that there are many ways to define risk. It believes that any person or organization involved in the process of managing the Cash Management Program assets understands how it defines risk so that the assets are managed in a manner consistent with the Plan's objectives and investment strategy as designed in this statement of investment policy. The Board of Education defines risk as:

1. The probability of losing money over the Plan's Investment Time Horizon.
2. The probability of not maintaining purchasing power over the Plan's Investment Time Horizon.
3. The probability of not meeting the Plan's objectives.
4. The probability of not meeting the Plan's liabilities or cash flow requirements.
5. The probability that the investment returns of the Plan's assets fail to meet or exceed the return of the Bloomberg Barclay's 1–3-year Treasury Bond index.
6. High volatility (fluctuation) of investment returns.

## **Volatility of Returns**

The Board of Education understands that in order to achieve its objectives for Plan assets, the Plan will experience volatility of returns and fluctuations of market value. It states that the Plan could tolerate a maximum loss of 2.5% (total return including interest income and price changes) over any one year prior, and a maximum loss of 0.0% over the Investment Horizon. Therefore, the Board of Education supports an investment strategy that minimizes the probability of losses greater than stated above. However, the Board realizes that the Plan's return objective is its primary concern. There is, of course, no guarantee that the Plan will not sustain losses greater than those stated herein.

## **Liquidity**

To minimize the possibility of a loss occasioned by the sale of a security forced by the need to meet a required payment, the Board of Education will periodically provide the Investment Manager with an estimate of expected net cash flow requirements.

The Board of Education will notify the Investment Manager in a timely manner, to allow sufficient time to build up necessary liquid reserves.

To maintain the ability to deal with unplanned cash requirements that might arise, the Board of Education requires that a minimum of 5% of Plan assets shall be maintained in short-term investments, including money market funds or short-term U.S. Treasury bills.

### **Marketability of Assets**

The Board of Education requires that all of Plan assets be invested in liquid securities, defined as securities that can be transacted quickly and efficiently for the Plan, with minimal impact on market price.

### **Investment Guidelines**

The Plan shall be invested in compliance with Government Code 53601.

#### **1. Allowable Assets**

##### **a. Permitted Short-Term Investments**

"Short-Term" investments are all securities with an average maturity of one year or less from the date of purchase. The portfolio will consist of a minimum of 5% of principal invested in short-term securities.

- U.S. Treasury Bills
- Money Market Funds
- Commercial Paper\*
- Banker's Acceptances\*
- Certificates of Deposit
- Guaranteed Investment Contracts
- Repurchase Agreements\*\*

\* Note that a maximum principal amount of \$1,000,000 may be invested in any single corporate issuer.

\*\* Repurchase agreements are collateralized by U.S. Government and/or agency securities (as defined in Government Code 53601(e)).

#### **2. Permitted Mid-Term Investments**

"Mid-term" investments are all securities with an average maturity of one to five years from the date of purchase. The portfolio will consist of a maximum of 95% of principal invested in mid-term securities.

- U.S. Government and Agency Securities
- Corporate Notes and Bonds

- Collateralized Mortgage Obligations\*
- Guaranteed Investment Contracts\*\*
- Corporate Bonds

\* Collateralized mortgage obligation is collateralized by the U.S. Government and/or Agency Securities.

\*\* Note that a maximum principal amount of \$1,000,000 may be invested in any single issuer.

### 3. Permitted Long-Term Investments

"Long-term" investments are all securities with an average maturity of five to a maximum of 15 years from the date of purchase. The portfolio will consist of a maximum of 30% of principal invested in long-term securities.

- U.S. Treasury Notes and Bonds
- U.S. Agencies
- Collateralized Mortgage Obligations\*
- Guaranteed Investment Contracts\*

\* Note that a maximum principal amount of \$1,000,000 may be invested in any single issuer.

### 4. Derivative Investments

Derivative securities are defined as synthetic securities whose price and cash flow characteristics are based on the cash flow characteristics are based on the cash flows and price movements of other underlying securities. Most derivative securities are derived from equity or fixed income securities and are packaged in the form of options, futures, CMOS (PAC bonds, IOS, POS, residual bonds, etc.), and interest rate swaps, among others. The Board of Education feels that many derivative securities are relatively new and therefore have not been observed over multiple economic cycles. Due to this uncertainty, the Board of Education will take a conservative posture on derivative securities in order to maintain its risk averse nature. Since it is anticipated that new derivative products will be created each year, it is not the intention of this document to list specific derivatives that are prohibited from investment, rather it will form a general policy on derivatives. Unless a specific type of derivative security is allowed in this document, the Investment Manager(s)/Broker(s) must seek permission from the Board of Education to include derivative investments in the Plan's portfolio. The Investment Manager(s)/Broker(s) must present detailed information as to the expected return and risk characteristics of such investment vehicles.

a. Prohibited Assets

Prohibited investments include, but are not limited to the following:

- (1) Equities
- (2) Commodities and Futures Contracts
- (3) Private Placements
- (4) Options
- (5) Limited Partnerships
- (6) Venture-Capital Investments
- (7) Real Estate Properties
- (8) Interest Only (IO), Principal Only (PO) and Residual Tranche CMOS

b. Prohibited Transactions

Prohibited transactions include, but are not limited to the following:

- (1) Short Selling
- (2) Margin Transactions

5. **Asset Allocation Guidelines**

Investment Management of the assets of the Cash Management Program must be in accordance with the follow Asset Allocation Guidelines:

a. Aggregate Plan Asset Allocation Guidelines (at Market Value)

<b>Asset Class</b>	<b>Minimum</b>	<b>Maximum</b>	<b>Preferred</b>
Short-Term	5%	100%	5-10%
Mid-Term	0%	95%	50-60%
Long-Term	0%	30%	25-30%

b. The Board of Education may employ Investment Managers/Brokers whose investment disciplines require investment outside the established Asset Allocation Guidelines. However, taken as a component of the Aggregate Plan, such disciplines must fit within the overall Asset Allocation Guidelines established in this statement. Such Investment Managers/Brokers will receive written direction from the Board of Education regarding specific objectives and guidelines.

- c. In the event that the above Aggregate Asset Allocation Guidelines are violated, for reasons including but not limited to market price fluctuations, the Board of Education will instruct the Investment Manager(s)/Broker(s) to bring the portfolio(s) into compliance with these guidelines as promptly and prudently as possible. In the event that any individual Investment Manager's/Broker's portfolio is in violation with its specific guidelines, for reasons including but not limited to market price fluctuations, the Board of Education expects that the Investment Manager/Broker will bring the portfolio into compliance with these guidelines as promptly and prudently as possible without instruction from the Board of Education.

## 6. **Guidelines for Fixed Income Investments and Cash Equivalents**

- a. Plan assets may be invested only in investment grade bonds rated A (BAA3/BBB (MOODY'S/S&P) ~~or equivalent~~) or better.
- b. Plan assets may be invested only in commercial paper rated A1 (or equivalent) or better.
- c. Long-term maturity restrictions are as follows:
  - Maximum maturity for any single security is 15 years.
  - No more than 30% of the portfolio may be invested in securities with maturities greater than five years.
  - Weighted average portfolio maturity may not exceed seven years.
- d. Money market funds selected shall contain securities whose credit rating at the absolute minimum would be rated investment grade by Standard and Poors, and/or Moody's.

## **Selection of Investment Managers/Brokers**

The Board of Education's selection of Investment Manager(s)/Broker(s) must be based on prudent due diligence procedures. A qualifying Investment Manager/Broker must be a registered Investment Advisor under the Investment Advisors Act of 1940, or a bank or insurance company. The Board of Education requires that each Investment Manager/Broker provide in writing, acknowledgment of fiduciary responsibility to the Chino Valley Unified School District Cash Management Program.

## **Investment Manager/Broker Performance Review and Evaluation**

Summary transaction reports shall be compiled monthly. Performance reports shall be compiled at least annually and communicated to the Board of Education for review. The investment performance of the total portfolio, as well as asset class components, will be measured against commonly accepted performance benchmarks. Consideration shall be given to the extent to which the investment results are consistent with the investment objectives, goals and guidelines as set forth in this statement. The Board of Education intends to evaluate the portfolio(s) over at least a three-year period, but reserves the right to terminate a Manager/Broker for any reason, including the following:

1. Investment performance which is significantly less than anticipated given the discipline employed and the risk parameters established, or unacceptable justification of poor results.
2. Failure to adhere to any aspect of this statement of investment policy, including communication and report requirements.
3. Significant qualitative changes to the Investment Management/Broker organization

Investment Managers/Brokers shall be reviewed regularly regarding performance, personnel, strategy, research capabilities, organization and business matters, and other qualitative factors that may impact their ability to achieve the desired investment results.

## **Investment Policy Review**

To assure continued relevance of the guidelines, objectives, financial status, and capital markets expectations as established in this statement of investment policy, the Board of Education plans to review investment policy at least annually.

### **Legal Reference:**

#### EDUCATION CODE

41001 Deposit of money

41002 General fund deposits and exceptions

41015 Authorization of investment of special reserve or surplus funds

#### GOVERNMENT CODE

53601 Circumstances authorizing investments, authorized investments.

## **Chino Valley Unified School District**

Policy adopted: November 16, 1995.

Revised: June 3, 1999

Revised: November 2, 2006

Revised: December 16, 2021



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

**DATE:** October 6, 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**

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**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**

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE DATE</u></b>
<b><u>HIRED AT THE APPROPRIATE PLACEMENT ON THE CERTIFICATED SALARY SCHEDULE AND APPROPRIATE CREDENTIAL FOR THE 2022/2023 SCHOOL YEAR</u></b>			
PEREZ, Joann	Special Education Teacher	Country Springs ES	09/26/2022
AGUILAR, Rose	Elementary Teacher	Dickson ES	09/12/2022
IWASHIKA, Kristy	Special Education Teacher	Newman ES	09/19/2022
VAN STEENBERGER, Jill	Elementary Teacher	Wickman ES	09/12/2022
LI, Selinia	Art Teacher	Canyon Hills JHS	09/15/2022
PERRY, Jarred	Special Education Teacher	Magnolia JHS	10/03/2022
GAILEY, Lauren	Special Education Teacher	Don Lugo HS	09/14/2022
FRANCIS, Mark	Intervention Counselor K-12	Health Services	09/19/2022
RUIZ, Julia	Intervention Counselor K-12	Health Services	09/19/2022
HOLLINS, Pamela	ESL Teacher	Adult School	09/26/2022

**RESIGNATION**

MCGEE, Sarah	Special Education Teacher	Glenmeade ES	09/30/2022
JAIME, Jessica	Instructional Coach	Elementary Curriculum	10/05/2022
LEON, Evelia	Intervention Counselor K-12	Health Services	09/15/2022
VILLALOVOS, Ana	Intervention Counselor K-12	Health Services	10/06/2022

**APPOINTMENT - EXTRA DUTY**

DURAN, Emily	7 <sup>th</sup> Grade Girls Basketball (GF)	Cal Aero K-8	10/07/2022
FELLOWS, Amber	Track (GF)	Cal Aero K-8	10/07/2022
FELLOWS, Jeremiah	Running Club (GF)	Cal Aero K-8	10/07/2022
SANDERS Jr, Marshall	8 <sup>th</sup> Grade Boys Basketball (GF)	Cal Aero K-8	10/07/2022
THOMAS, Janet	7 <sup>th</sup> Grade Girls Basketball (GF)	Cal Aero K-8	10/07/2022
BERRUECOS, George	7 <sup>th</sup> Grade Boys Basketball (GF)	Canyon Hills JHS	10/07/2022
BERRUECOS, George	8 <sup>th</sup> Grade Boys Basketball (GF)	Canyon Hills JHS	10/07/2022
MULLEN, Courtney	7 <sup>th</sup> Grade Girls Basketball (GF)	Canyon Hills JHS	10/07/2022
MULLEN, Courtney	8 <sup>th</sup> Grade Girls Basketball (GF)	Canyon Hills JHS	10/07/2022
LOMELI, Louise	8 <sup>th</sup> Grade Girls Basketball (GF)	Magnolia JHS	10/07/2022
SALMON, Darin	8 <sup>th</sup> Grade Boys Basketball (GF)	Magnolia JHS	10/07/2022
SALMON, Darin	Football (GF)	Magnolia JHS	10/07/2022
SALMON, Darin	Soccer (GF)	Magnolia JHS	10/07/2022
SALMON, Darin	Volleyball (GF)	Magnolia JHS	10/07/2022
RODRIGUEZ, Ramiro (NBM)	Band (GF)	Ramona JHS	10/07/2022
LEATHERWOOD, Joe	7 <sup>th</sup> Grade Boys Basketball (GF)	Ramona JHS	10/07/2022
ROGERS, Nancy	7 <sup>th</sup> Grade Girls Basketball (GF)	Ramona JHS	10/07/2022
ADRIAS, Michael (NBM)	Band (B)	Ayala HS	09/12/2022

**CERTIFICATED PERSONNEL** (cont.)

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE DATE</u></b>
FINDLEY, High (NBM)	Band (B)	Ayala HS	09/23/2022
MARTIN, Peter (NBM)	Band (B)	Ayala HS	09/07/2022
VANG, Andrew (NBM)	Band (B)	Ayala HS	09/07/2022
ADRIAS, Michael (NBM)	Band (B)	Chino HS	09/12/2022
FERRERAS, Emma (NBM)	Band (B)	Chino HS	09/21/2022
RODRIGUES, Tawny (NBM)	Volleyball (B)	Chino HS	09/23/2022
WACHOWSKI, John (NBM)	Track & Field (B)	Chino HS	09/23/2022
MASSUERE, David (NBM)	Men's Soccer (GF)	Chino Hills HS	09/26/2022
ASHE, Tyler (NBM)	Band (B)	Don Lugo HS	09/21/2022
MANRIQUEZ-MORAN, Luna (NBM)	Dance (B)	Don Lugo HS	09/12/2022
		TOTAL:	\$32,667.00

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

RAMIREZ, Jr., Renan                      RODRIGUEZ, Brittany

**CLASSIFIED PERSONNEL**

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

ALVO, Mary	Behavioral Health Counselor (C)	Health Services	10/31/2022
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**HIRED AT THE APPROPRIATE PLACEMENT ON THE CLASSIFIED SALARY SCHEDULE****APPOINTMENT**

BRADY, Connie	Paraprofessional I (SELPA/GF)	Cortez ES/Rhodes ES	09/26/2022
BOSKOVICH, Katherine	Elementary Library/Media Center Assistant (GF)	Glenmeade ES	09/26/2022
CHAVARIN, Teresa	Playground Supervisor (GF)	Litel ES	09/27/2022
SEIBERT, Danielle	Paraprofessional II (SELPA/GF)	Marshall ES	09/28/2022
BARNES, Alexis	Paraprofessional II (SELPA/GF)	Newman ES	09/26/2022
VELASQUEZ, Maria	Custodian I (GF)	Magnolia JHS	10/07/2022
RAMOS, BLAIR	Playground Supervisor (GF)	Ramona JHS	09/26/2022
ARTEAGA, Samantha	Paraprofessional II (SELPA/GF)	Townsend JHS	10/04/2022
PAEZ, Christina	Playground Supervisor (GF)	Townsend JHS	10/03/2022
ROCHA, Ashlie	Paraprofessional II (SELPA/GF)	Don Lugo HS	09/26/2022
XIAO, Xiumei	School Community Liaison – Mandarin (C)	Access & Equity	10/04/2022
OLIVEIRA, Arnie	Custodian I (GF)	Adult School	09/26/2022
GRAJALES, Jacob	Paraprofessional I (SELPA/GF)	Alternative Education	09/26/2022
YU, Hong	IA/Bilingual-Biliterate Mandarin (FC)	Child Development	09/26/2022
RAMIREZ ANDRADE, Jovan	Maintenance III – Painter (GF)	Maintenance	09/27/2022

**PROMOTION**

BUENO, Xochitl	FROM: Custodian I (GF) 8 hrs./261 contract days	Briggs K-8	10/03/2022
	TO: Custodian II (GF) 8 hrs./261 contract days	Dickson ES	
ZUNIGA, Nicole	FROM: Playground Supervisor (GF) 1.5 hrs./180 work days	Newman ES	10/03/2022
	TO: Nutrition Services Manager I (NS) 6 hrs./183 work days	Newman ES	

**CLASSIFIED PERSONNEL** (cont.)

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE DATE</u></b>
<b><u>PROMOTION</u></b> (cont.)			
IHDE, Gina	FROM: Nutrition Services Manager I (NS) 6 hrs./183 work days	Walnut ES	09/26/2022
	TO: Typist Clerk II (GF) 8 hrs./201 work days	Walnut ES	
PORTUGAL, Brook	FROM: Account Clerk III (GF) 8 hrs./261 contract days	Business Services	09/26/2022
	TO: Accountant II/Facilities & Planning (GF) 8 hrs./ 261 contract days	Facilities & Planning	
GAMEZ, Gabriel	FROM: Groundswoker I (GF) 8 hrs./261 contract days	Maintenance & Operations	09/26/2022
	TO: Groundswoker II (GF) 8 hrs./261 contract days	Maintenance & Operations	
VASQUEZ, Trinidad	FROM: Groundswoker II (GF) 8 hrs./261 contract days	Maintenance & Operations	09/26/2022
	TO: Groundswoker III (GF) 8 hrs./261 contract days	Maintenance & Operations	

**ASSIGNMENT CHANGE**

DAVEY, Vanessa	FROM: Nutrition Services Assistant II (NS) 3 hrs./181 work days	Ayala HS	10/03/2022
	TO: Nutrition Services Assistant II (NS) 5.5 hrs./181 work days	Ayala HS	
GUTIERREZ, Gloria	FROM: Nutrition Services Assistant II (NS) 2 hrs./181 work days	Chino HS	09/26/2022
	TO: Nutrition Services Assistant II (NS) 3 hrs./181 work days	Chino HS	
GUAJARDO, Racine	FROM: Attendance Clerk (GF) 8 hrs./195 work days	Chino Hills HS	10/10/2022
	TO: Typist Clerk II (GF) 8 hrs./261 contract days	Special Education	

**CLASSIFIED PERSONNEL** (cont.)

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

HERNANDEZ, Annelia	School Community Liaison-Spanish (C)	Borba ES	09/12/2022
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**LEAVE OF ABSENCE**

RIOS, Brenda	Bus Driver (GF)	Transportation	10/03/2022 through 01/17/2023
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**RESIGNATION**

MOORE, JoAnna	Playground Supervisor (GF)	Butterfield Ranch ES	10/07/2022
VALLE, Edith	Playground Supervisor (GF)	Dickey ES	09/09/2022
SERNA, Denise	Playground Supervisor (GF)	Liberty ES	09/23/2022
MERGY, Monique	Nutrition Services Assistant I (NS)	Litel ES	09/30/2022
CITRON, Kimberly	Paraprofessional I (SELPA/GF)	Litel ES/Glenmeade ES	09/15/2022
CLAROS, Jesline	Bilingual Typist Clerk I (GF) and Bilingual Typist Clerk I (GF)	Briggs K-8	09/09/2022
CORONA, Destiny	IA/Secondary Grade Level (C)	Boys Republic HS	09/30/2022
INDOLINO, Dominic	Public Information Officer (GF)	Communications	09/30/2022
LEE, Allen	Maintenance III-HVAC&R (GF)	Maintenance	09/16/2022
GONZALES, Angelina	Behavior Intervention Aide (SELPA/GF)	Special Education	10/07/2022
ALEXANDER, Mary	Bus Driver (GF)	Transportation	09/14/2022

**RETIREMENT**

LOPEZ, Enrique (17 Years of Service)	Maintenance II-Equipment Repair (GF)	Maintenance	09/20/2022
MARRERO, Thomas (16 Years of Service)	Bus Driver (GF)	Transportation	12/31/2022

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

ARTUKOVICH, Denise	CAST, Kaylee	CHAPMAN, Eric
CITRON, Kimberly	KELLEY, Margaret	LOPEZ, Ashley
PEREIRA, Sonia	RANGEL-JIMENEZ, Mariana	REYES, Felipe
RINCON, Richard Fernando	VILLAFANA, Monica	

(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:** October 6, 2022

**TO:** Members, Board of Education

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

**PREPARED BY:** Richard Rideout, Assistant Superintendent, Human Resources  
Whitney Fields, Director, Risk Management and Human Resources

**SUBJECT: REJECTION OF CLAIM**

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**BACKGROUND**

Claim 22-08-38 was submitted on August 24, 2022, from Angelina Vallejo, community member participating in an event at Chino Hills HS. Claimant alleges severe injury after tripping over a cable that was connected to a voice box during an event held at the school site. Claimant seeks reimbursement for medical expenses in the amount of \$25,000.00.

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

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

Unknown at present.

NE:RR:WF:lag



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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Humility • Civility • Service

**DATE:** October 6, 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: AFFILIATION AGREEMENT WITH THE UNIVERSITY OF PHOENIX**

=====

**BACKGROUND**

Fieldwork 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 fieldwork 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 affiliation agreement with the University of Phoenix.

**FISCAL IMPACT**

None.

NE:RR:IB:ED:mcm



**University of Phoenix**  
4035 S. Riverpoint Parkway  
Phoenix, AZ 85040

**UNIVERSITY OF PHOENIX  
SCHOOL AFFILIATION AGREEMENT  
California**

This Affiliation Agreement made and entered into this 6<sup>th</sup> day of May, 2022, by and between The University of Phoenix, Inc., an Arizona for-profit corporation, hereinafter referred to as the “UNIVERSITY” and Chino Valley Unified School District, an entity domiciled in the State of California, hereinafter referred to as the “SCHOOL.”

**I. PURPOSE**

The purpose of this Agreement is to provide education experiences for selected UNIVERSITY students, hereinafter “STUDENTS”, which take place at the SCHOOL and in which the SCHOOL will participate.

**II. OBLIGATIONS OF THE UNIVERSITY**

1. The UNIVERSITY will offer educational programs accredited by appropriate organizations; and will determine standards of education, hours of instruction, learning experiences, administration, matriculation, promotion, and graduation.
2. The UNIVERSITY will keep all records and reports on STUDENT experiences in accordance with UNIVERSITY policy and regulatory requirements.
3. The UNIVERSITY will plan with the SCHOOL, in advance, its schedule of STUDENT assignments to the designated areas, including dates and numbers of STUDENTS.
4. The UNIVERSITY agrees to inform STUDENTS that STUDENTS shall be responsible for following the rules and regulations of the SCHOOL, including recognition of the confidential nature of information regarding pupils and their records.
5. The UNIVERSITY will provide to the SCHOOL a copy of course objectives for the learning experience. The SCHOOL, together with the UNIVERSITY, will make arrangements for evaluating the learning experience.
6. The UNIVERSITY will assign a faculty supervisor who will collaborate with the SCHOOL’S mentoring teacher. For purposes of this Agreement, the term “mentoring teacher” shall be defined as the district educator who has been assigned to supervise the STUDENT.
7. STUDENTS shall not be considered as employees or agents of the UNIVERSITY.
8. To help defray costs associated with the placement of STUDENTS at the SCHOOL, the UNIVERSITY shall pay compensation in accordance with Exhibit A, attached hereto and incorporated herein, upon completion of STUDENT’S assignment at the SCHOOL, or at such other time as the parties agree.

### **III. OBLIGATIONS OF THE SCHOOL**

1. The SCHOOL shall maintain sole responsibility for the instruction, education and welfare of its pupils. SCHOOL shall be responsible for providing adequate staffing necessary to maintain the highest level of quality education for its pupils.
2. The SCHOOL agrees that STUDENTS assigned to it for counseling, administration, teaching, and/or observation experiences are under the supervision, control, and responsibility of the SCHOOL.
3. The SCHOOL shall retain the right, in its sole discretion, to request the removal of any individual from any area of the SCHOOL premises. STUDENTS shall be instructed by the UNIVERSITY to promptly and without protest leave an area whenever they are requested to do so by an authorized SCHOOL representative.
4. The SCHOOL shall provide qualified mentoring teachers for STUDENTS. Mentoring teachers will be resource persons for STUDENTS and UNIVERSITY faculty while at the SCHOOL. Mentoring teachers selected by SCHOOL will: a) assist in orienting STUDENTS to the SCHOOL, the classroom, and the pupils; b) explain all SCHOOL and district policies, rules, and regulations to STUDENTS; c) provide prompt and substantive feedback to STUDENTS regarding all performance activities and interactions with SCHOOL personnel, pupils, and parents; d) complete evaluations of STUDENTS' progress and submit them to the University faculty supervisor, after reviewing them with the applicable STUDENT; e) immediately inform the University faculty supervisor of any concerns regarding a STUDENT; f) establish a time to meet and discuss with STUDENTS their activities, impressions, reflections, and suggestions for goals and areas of improvement; g) (For student teaching) supervise STUDENTS on a daily basis - if the mentoring teacher is absent from the classroom for any reason, a certified substitute must be assigned to the classroom. Student teachers holding a 30 day sub permit are allowed to sub in their assigned classroom or other school site classrooms with the approval of university personnel.
5. The SCHOOL shall provide to UNIVERSITY and STUDENTS the policies and procedures and other relevant materials to allow STUDENTS to function appropriately within the SCHOOL.
6. STUDENTS assigned to the SCHOOL shall follow the SCHOOL'S protocols for health and safety. The SCHOOL will provide necessary emergency medical services to STUDENTS.
7. The SCHOOL shall permit STUDENTS access to the library facilities/curriculum laboratories available to their personnel. STUDENTS may not remove materials from the SCHOOL without appropriate approval.
8. The SCHOOL shall keep confidential and shall not disclose to any person or entity (a) STUDENT applications; (b) STUDENT health records or reports; and/or (c) any STUDENT records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, concerning any STUDENT participating in the education experiences provided by SCHOOL, unless such disclosure is authorized by the STUDENT or is ordered by a court of competent jurisdiction. SCHOOL shall adopt and enforce policies and procedures necessary to protect the confidentiality of STUDENT records as defined herein.
9. STUDENTS shall not be considered employees or agents of the SCHOOL with the exception of STUDENTS who are current teachers of record and are approved by the UNIVERSITY and SCHOOL to complete their teaching internship (clinical practice) in their own classroom.

#### **IV. INDEMNIFICATION**

1. Each party (the "Indemnifying Party") shall indemnify, hold harmless, and, at the request of the other party, defend the other party (the "Indemnified Party") from and against any and all claims, losses, liabilities, costs, and expenses including reasonable attorney's fees, established by judgment or alternative resolution award, arising from (a) any material breach of any provision of this Agreement or (b) the negligence or willful misconduct in the performance of obligations hereunder by the Indemnifying Party or any employee, agent, or other representative of the Indemnifying Party.
2. UNIVERSITY and SCHOOL shall provide prompt notification to one another and, to the extent allowed by law, shall reasonably cooperate with one another in the defense of, any lawsuits, claims, or threatened claims that pertain to services provided pursuant to this Agreement.

#### **V. INSURANCE**

1. UNIVERSITY shall maintain, at its sole expense, the following minimum insurance coverage with a thirty (30) day written notice of intent to cancel, non-renew, or material change in coverage:
  - a. Commercial General Liability Insurance written on an occurrence basis with insurance company acceptable to the other party for limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate, for bodily injury, personal and advertising injury, and property damage.
    - i. Sexual Abuse/Molestation, \$1,000,000 Sexual Abuse Injury
  - b. Worker's Compensation/Employer's Liability:
    - i. Employer's Liability, \$1,000,000
    - ii. Certificate of Insurance indicating "statutory" limits.
  - c. UNIVERSITY'S insurance to be primary and no-contributory. SCHOOL to be named as "Additional Insured."
2. SCHOOL shall maintain, as a minimum, Commercial General Liability Insurance written on an occurrence basis with insurance company acceptable to the other party for limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate, as assurance of its accountability for any such losses, claims, liabilities, or expenses.
2. Upon written request, a party shall provide the other party with a certificate evidencing such insurance coverage.
3. Insurance required by UNIVERSITY to be maintained hereunder may be provided under: (a) an individual policy; (b) a blanket policy or policies which may include other liabilities, properties and locations of UNIVERSITY or its affiliates; (c) a plan of self-insurance, provided that UNIVERSITY or any guarantor of UNIVERSITY'S obligations under this Agreement maintains, during the period of such self-insurance, a net worth of at least Fifty Million Dollars (\$50,000,000); or (d) a combination of any of the foregoing insurance programs.

#### **VI. REPRESENTATIONS AND WARRANTIES**

1. Each party to this Agreement represents and warrants that (i) it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby applicable to it; and (ii) it has taken all action necessary to authorize the execution, delivery and performance of this Agreement, and this Agreement has been duly executed and delivered to such party.

## **VII. GENERAL PROVISIONS**

1. Neither the SCHOOL nor the UNIVERSITY will discriminate against any person because of race, color, religion, sex, or national origin, nor discriminate against any STUDENT or student applicant with a disability pursuant to law as set forth in the Americans with Disabilities Act.
2. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the UNIVERSITY and the SCHOOL and their employees, STUDENTS, or agents, but rather is an Agreement by and among two independent contractors. Each STUDENT is placed with the SCHOOL in order to receive educational experience as part of the academic curriculum; duties performed by a STUDENT are not performed as an employee of the SCHOOL but rather in fulfillment of the academic requirements of the educational experience and are performed under direct supervision by SCHOOL personnel. To the extent allowed under state law, neither the SCHOOL nor the UNIVERSITY is required to provide workers' compensation coverage for the STUDENTS participating in the educational experience. UNIVERSITY acknowledges that nothing in this Agreement shall be construed to confer any right upon the UNIVERSITY or UNIVERSITY personnel to participate in, control, or direct operations at the SCHOOL.
3. The SCHOOL shall timely notify the UNIVERSITY when any UNIVERSITY employee or STUDENT has been involved in a reported incident and the UNIVERSITY shall have the opportunity to participate in any on-going investigation and shall have access to any oral or written reports and any other documentation related to the reported incident.
4. The SCHOOL and its employees shall not be entitled to compensation from the UNIVERSITY for services or actions of benefit to the UNIVERSITY which are part of or related to the educational program, however, as a professional courtesy, the mentoring teacher may be entitled to payment of the reasonable and customary honorarium or, alternatively, may at some campuses have the opportunity to enroll in a UNIVERSITY course upon completion of the supervisory assignment.
5. This Agreement constitutes the entire agreement as to the rights and obligations of the parties hereto and supersedes all prior and contemporaneous agreements and undertakings of the parties pertaining to the referenced subject matter.
6. Amendments to this Agreement may be made at any time, provided, however, that any amendments, modifications or alterations shall be made only in writing and shall become effective only upon the written approval of both the UNIVERSITY and the SCHOOL. Further, this Agreement may not be assigned by either party without prior written approval of the other party.
7. No waiver or breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing signed by the party waiving the breach.
8. In the event that any provision of this Agreement shall be held void, voidable, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
9. This Agreement is not intended to create any rights or interests for any other person or entity other than the SCHOOL or the UNIVERSITY.
10. This Agreement will be governed by the laws of the State of California and shall in all respects be interpreted, enforced, and governed by California laws.

11. The SCHOOL and the UNIVERSITY may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. This Agreement may be executed by facsimile or PDF. Said facsimile or PDF shall be deemed an original and fully enforceable and admissible in any legal proceeding. Delivery of an executed counterpart signature page by facsimile or PDF is as effective as executing and delivering this Agreement in the presence of the other party to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other party(ies). In proving this Agreement, the SCHOOL or the UNIVERSITY must produce or account only for the executed counterpart of the party to be charged.

Notwithstanding the foregoing, the SCHOOL and the UNIVERSITY may consent to electronic signatures for the purpose of executing this Agreement by email or other electronic means, subject to compliance with any applicable laws, rules or regulations. Any such documents that are delivered electronically and accepted are deemed to be "in writing" to the same extent and with the same effect as if the Agreement had been signed manually. In no event will electronic execution expand such assent to include any terms other than those explicitly set for in this Agreement.

12. **Criterion for the Selection of District-Employed Supervisors (DES)**  
The matching of student and district-employed supervisor (DES) must be a collaborative process between the SCHOOL AND UNIVERSITY.

The criterion for the selection of the DES is listed below:

1. DES holds a CLEAR Credential in the content area for which they are providing supervision
2. DES holds a minimum of five or more years of content area K-12 teaching experience.
3. DES must have demonstrated exemplary teaching practices, including excellence in: classroom management; student engagement; lesson planning, delivery, differentiation, and assessment; and mentorship of teachers and teacher candidates.
4. DES must be willing to model effective instructional practices and to guide, nurture, and provide daily feedback to our candidate
5. DES must allow the teacher candidate to complete state-mandated 4 weeks of solo teaching, and TPA assessment requirements, including video recording of students.

DES must complete the California Commission on Teacher Credentialing state required eight (8) hour training if they have not already met this requirement.

## **VIII. DISPUTE RESOLUTION**

1. In the event a controversy, claim or dispute ("Dispute") arising out of or relating to this Agreement arises between the Parties, either Party may request by notice to the other Party that the dispute be escalated to the Parties' respective senior management personnel. Upon request, each Party's respective senior management personnel will conference by telephone or in person with the other Party's senior management personnel within a reasonable period of time not to exceed fifteen (15) calendar days of such notice to determine if the dispute may be resolved. If such senior management personnel are unable to resolve the dispute within thirty (30) calendar days of such meeting, either Party may resort to alternate dispute resolution such as mediation or otherwise seek recourse from the courts. Either Party may seek injunctive or other urgent equitable relief at any time.

**IX. TERM AND NOTICE**

1. This Agreement shall become effective on May 6, 2022, and shall remain in effect until terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. Notwithstanding any such termination, all STUDENTS already enrolled in and participating in education experiences at SCHOOL at the time of the notice of termination shall be given a period of time not to exceed six (6) months from the date of the notice of termination during which to complete their education experiences at SCHOOL.
2. Any notice given under this Agreement may be given by personal delivery, overnight air express, or certified United States mail, return receipt requested. Notice shall be deemed to be given either (a) upon actual receipt, if notice is by personal delivery or by overnight air express; or (b) five (5) business days after mailing, if the notice is by United States mail, return receipt requested. Notice under this Agreement shall be given in writing to the parties at the addresses stated below, or to such other persons or places as either party may from time to time designate by written notice to the other party.

**X. Counterparts and Electronic Signatures**

1. The Agency and the University may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. This Agreement may be executed electronically. An electronic signature shall be deemed an original and fully enforceable and admissible in any legal proceeding. Delivery of an executed counterpart signature page is as effective as executing and delivering this Agreement in the presence of the other party to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other party(ies). In proving this Agreement, the Agency or the University must produce or account only for the executed counterpart of the party to be charged.

If to the UNIVERSITY:                      University of Phoenix  
College of Education  
4035 S. Riverpoint Parkway  
Phoenix, AZ 85040

With a copy to:                              University of Phoenix  
University Legal Services  
4035 S. Riverpoint Parkway  
Phoenix, AZ 85040

If to the SCHOOL:

Chino Valley Unified School District  
5130 Riverside Drive  
Chino, CA 91710

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first subscribed above.

**UNIVERSITY:**

**SCHOOL:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Pamela Roggeman  
Name

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Dean, College of Education  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone

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Date

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Date





**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** October 6, 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 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 1312.3 Community Relations – Uniform Complaint Procedures is being revised to list all state and federal programs subject to the Uniform Complaint Procedures (UCP) as specified in the Federal Program Monitoring instrument and the following new laws: Assembly Bill 699 which includes immigration status as a prohibited basis for discrimination; Assembly Bill 365 which authorizes the use of UCP for alleged noncompliance with certain educational rights of children of military families; Assembly Bill 2306 which authorizes the use of UCP for complaints alleging noncompliance with requirements related to course credit transfer and exemption from local graduation requirements for former juvenile court school students; and Senate Bill 1375 which requires Districts, on or before July 1, 2017, to post information relating to Title IX, including specified information about complaint procedures, on their websites. The item was presented to the Board of Education on September 15, 2022, as information.

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 approve the revision of Board Policy 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. ~~a~~Adult education programs (Education Code 8500-8538, 52334.7, 52500-52617)

(cf. 6200 - Adult Education)

3. ~~a~~After ~~s~~School ~~e~~Education and ~~s~~Safety 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. ~~a~~Agriculture CAREER TECHNICAL ~~v~~ocational 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](http://www.csba.org)

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

STUDENT PRIVACY POLICY OFFICE: <http://www.2.ed.gov/about/offices/list/opecpd/sppo>

Family Policy Compliance Office: [www.family.policy.ed.gov](http://www.family.policy.ed.gov)

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

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

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** October 6, 2022  
**TO:** Members, Board of Education  
**FROM:** Sonja Shaw  
**SUBJECT: RESOLUTION 2022/2023 - OPPOSITION OF PRESIDENT BIDEN'S EXECUTIVE ORDER TO MAKE CHANGES TO TITLE IX IN REGARDS TO GENDER**

=====

**BACKGROUND**

President Biden is seeking to change anti-discrimination law Title IX through executive order, which will redefine "sex" to include sexual orientation, gender identity, and pregnancy or related conditions. This national change will open public women's restrooms, locker rooms, and dorm rooms to men who identify as women, open women's sports to include men who identify as women, and much more.

**RECOMMENDATION**

It is recommended that Chino Valley Unified School District stands in strong opposition and sends President Biden a letter and an email stating CVUSD is in opposition of his proposed changes.

**FISCAL IMPACT**

None.

SJ:sj

**RESOLUTION 2022/2023-  
STATEMENT IN OPPOSITION TO PRESIDENT BIDEN'S PROPOSED CHANGES TO  
CHANGE ANTI-DISCRIMINATION LAW TITLE IX THROUGH AN EXECUTIVE  
ORDER WHICH WILL REDEFINE "SEX" TO INCLUDE SEXUAL ORIENTATION,  
GENDER IDENTITY, AND PREGNANCY OR RELATED CONDITIONS**

**WHEREAS**, on October 6, 2022, the Board acknowledges and opposes that President Biden's change to Title IX will deprive women of privacy and safety; and

**WHEREAS**, the Board acknowledges and opposes the change to Title IX because it will open single-sex spaces like bathrooms, locker rooms, and dorm rooms to anyone who identifies as a woman; and

**WHEREAS**, the Board acknowledges and opposes the change to Title IX because it will open activities like women's sports to men who identify as women; and

**WHEREAS**, the Board acknowledges and opposes the change to Title IX because it will make this redefinition federally enforceable in every school that accepts federal dollars, from kindergarten to college; and

**WHEREAS**, the Board opposes and acknowledges that these radical changes will put female students/athletes at risk of harm throughout the nation while perpetuating the false and controversial claim that men can be women and must be treated as such; and

**WHEREAS**, the Board acknowledges and opposes the change to Title IX because it will especially have devastating consequences for young children as the rule will be enforceable in any school from kindergarten to college that receives federal dollars; and

**WHEREAS**, the Board expresses support for the rights and safety for our female athletes/students.

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Education declares that this Board strongly urges President Biden, and elected officials and regulatory agencies, to stop the proposed Title IX changes and not put our female students/athletes in danger.

The Board directs the Superintendent or his designee to send a letter and a copy of this Resolution to President Biden at the White House; Governor Gavin Newsom; Senator Connie Leyva; Congresswoman Norma Torres; Assembly Member Freddie Rodriguez; San Bernardino County Superintendent of Schools Ted Alejandre; San Bernardino County Supervisor Curt Hagman; Senator Josh Newman; Congresswoman Young Kim; and Assembly Member Phillip Chen.

**APPROVED, PASSED, AND ADOPTED** this xx day of xx 2022 at a regular meeting of the Board of Education by the following vote:

Bridge	_____
Cruz	_____
Na	_____
Schaffer	_____
Gagnier	_____

\_\_\_\_\_  
Christina Gagnier, President

\_\_\_\_\_  
James Na, Clerk

**Chino Valley Unified School District**

**Our Motto:**

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

**DATE:** October 6, 2022  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support  
**SUBJECT:** **WILLIAMS SETTLEMENT LEGISLATION QUARTERLY UNIFORM COMPLAINT REPORT SUMMARY FOR JULY THROUGH SEPTEMBER 2022**

=====

**BACKGROUND**

In accordance with the Williams settlement legislation, Education Code 35186 states that the Superintendent or designee shall report summarized data on the nature and resolution of all Williams related complaints to the Board of Education and the San Bernardino County Superintendent of Schools on a quarterly basis. Williams related complaints are complaints specific to 1) insufficiency of instructional materials, 2) unsafe facilities, or 3) teacher vacancy or misassignment. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. These summaries shall be publicly reported on a quarterly basis at a regularly scheduled board meeting.

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 Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for July through September 2022.

**FISCAL IMPACT**

None.

NE:LF:gks



**Williams Settlement Legislation**  
**Quarterly Uniform Complaint Report Summary**  
*For submission to school district governing board and county office of education*

District Name: Chino Valley Unified School District

Quarter covered by this report: July 2022 – September 2022

Please fill in the following table. Enter 0 in any cell that does not apply.

	<b>Number of complaints received in quarter</b>	<b>Number of complaints resolved</b>	<b>Number of complaints unresolved</b>
<b>Instructional Materials</b>	0	0	0
<b>Facilities</b>	0	0	0
<b>Teacher Vacancy and Misassignments</b>	0	0	0
<b>Totals</b>	0	0	0

Submitted by: Lea Fellows

Title: Assistant Superintendent, Curriculum, Instruction, Innovation, and Support

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** October 6, 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  
Tracy Freed, Ed.D., Director, Assessment and Instructional Technology  
Luke Hackney, Director, Elementary Curriculum and Instruction  
Julian Rodriguez, Ed.D., Director, Secondary Curriculum and Instruction

**SUBJECT: REVISION OF BOARD POLICY AND ADMINISTRATIVE REGULATION 6142.7 INSTRUCTION – PHYSICAL EDUCATION AND ACTIVITY**

=====

**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 6142.7 Instruction – Physical Education and Activity are being revised to reflect U.S. Department of Health and Human Services recommendations for moderate to vigorous physical activity in children. Administrative Regulation reflects U.S. Department of Health and Human Services recommendations for moderate to vigorous physical activity in children and expands the list of duties of the physical fitness test coordinator as described in state regulations.

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 6142.7 Instruction – Physical Education and Activity.

**FISCAL IMPACT**

None.

**PHYSICAL EDUCATION AND ACTIVITY**

The Board of Education recognizes the positive benefits of physical activity on student health, WELL-BEING, and academic achievement. The District shall provide all students the opportunity to be physically active on a regular basis through high-quality physical education instruction and may provide additional opportunities for physical activity throughout the school day. The District's physical education and activity programs shall support the District's coordinated student wellness program and encourage students' lifelong fitness.

(cf. 5030 - Student Wellness)  
(cf. 6142.8 - Comprehensive Health Education)

The District's physical education program shall provide a developmentally appropriate sequence of instruction aligned with state's model content standards and curriculum framework.

(cf. 6011 - Academic Standards)  
(cf. 6143 - Courses of Study)

The District's physical education program shall engage students in AGE-APPROPRIATE moderate to vigorous physical activity, as defined in the accompanying administrative regulation, ~~for at least 50 percent of class or session time~~ INCLUDING AEROBIC, MUSCLE-STRENGTHENING, AND BONE-STRENGTHENING ACTIVITIES. The Superintendent or designee shall develop strategies to monitor the amount of moderate to vigorous physical activity that takes place in the physical education instructional program.

For grades 9-12, the overall course of study shall include the effects of physical activity upon dynamic health, the mechanics of body movement, aquatics, gymnastics and tumbling, individual and dual sports, rhythms and dance, team sports, and combatives. (Education Code 33352; 5 CCR 10060)

The Board shall approve the courses in grades 9-12 for which physical education credit may be granted.

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

The Superintendent or designee shall ensure that the District's program provides students with equal opportunities for instruction and participation regardless of gender in accordance with law.

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

## **PHYSICAL EDUCATION AND ACTIVITY (cont.)**

The Superintendent or designee shall develop strategies to supplement physical education instruction with additional opportunities for students to be physically active before, during, and after the school day.

(cf. 1330.1 - Joint Use Agreements)  
(cf. 5148 - Child Care and Development Program)  
(cf. 5148.2 - Before/After School Program)  
(cf. 6145 - Extracurricular and Cocurricular Activities)

Students with disabilities shall be provided instruction in physical education in accordance with their Individualized Education Program or Section 504 accommodation plan.

(cf. 6159 - Individualized Education Program)  
(cf. 6164.6 - Identification and Education under Section 504)

During air pollution episodes, extreme weather, or other inclement conditions, physical education staff shall make appropriate adjustments to the program or shall seek alternative indoor space to enable students to participate in active physical education.

(cf. 3514 - Environmental Safety)  
(cf. 5141.7 - Sun Safety)

### **Staffing**

Physical education instruction shall be delivered by appropriately credentialed teachers who may be assisted by instructional aides, paraprofessionals, and/or volunteers.

(cf. 1240 - Volunteer Assistance)  
(cf. 4112.2 - Certification)  
(cf. 4112.21 - Interns)  
(cf. 4113 - Assignment)  
(cf. 4222 - Teacher Aides/Paraprofessionals)

The District shall provide physical education teachers with continuing professional development, including classroom management and instructional strategies designed to keep students engaged and active and to enhance the quality of physical education instruction and assessment.

(cf. 4131 - Staff Development)  
(cf. 5121 - Grades/Evaluation of Student Achievement)

### **Physical Fitness Testing**

The Superintendent or designee shall annually administer the physical fitness test designated by the State Board of Education (FITNESSGRAM) to students in grades 5, 7, and 9. (Education Code 60800; 5 CCR 1041)

## **PHYSICAL EDUCATION AND ACTIVITY (cont.)**

### **Temporary Exemptions**

The Superintendent or designee may grant a temporary exemption from physical education under either of the following conditions: (Education Code 51241)

1. The student is ill or injured and a modified program to meet ~~his/her~~ THE STUDENT'S needs cannot be provided.
2. The student is enrolled for one-half time or less.

### **Two-Year Exemptions**

With a student's consent, the Superintendent or designee may exempt the student from physical education courses for any two years during grades 10-12 provided that the student has satisfactorily met at least five of the six standards of the FITNESSGRAM in grade 9. (Education Code 51241)

Upon request by students and/or their parents/guardians, the Superintendent or designee may administer the FITNESSGRAM to students in grades 10-12 who need to pass the test in order to qualify for a two-year exemption from physical education courses.

Such students shall not be permitted to attend fewer total hours of courses and classes than they would have attended if enrolled in a physical education course. (Education Code 51241)

(cf. 6112 - School Day)

### **Permanent Exemptions**

The Superintendent or designee may grant a permanent exemption from physical education under any of the following conditions: (Education Code 51241)

1. The student is AGE 16 years or older and has been enrolled in grade 10 for one or more academic years. However, such a student shall not be permitted to attend fewer total hours of courses and classes than ~~he/she~~ THE STUDENT would have attended if enrolled in a physical education course.
2. The student is enrolled as a postgraduate student.
3. The student is enrolled in a juvenile home, ranch, camp, or forestry camp school with scheduled recreation and exercise.

## PHYSICAL EDUCATION AND ACTIVITY (cont.)

### Other Exemptions

The Superintendent or designee may grant a student an exemption from physical education under the following special circumstances:

1. When the student is in any of grades 10-12 and is excused for up to 24 clock hours in order to participate in automobile driver training. However, any such student shall attend a minimum of 7,000 minutes of physical education instruction during the school year. (Education Code 51222)
2. When the student is in any of grades 10-12, attends a regional occupational center or program, and, because of the travel time involved, would experience hardship to attend physical education courses. Any such student shall have a minimum school day of 180 minutes. (Education Code 52316)
3. When the student is in high school and is engaged in a regular school-sponsored interscholastic athletic program carried on wholly or partially after regular school hours. (Education Code 51242)

(cf. 6145.2 - Athletic Competition)

### Program Evaluation

The Superintendent or designee ~~shall~~ MAY annually report to the Board each school's FITNESSGRAM results for each applicable grade level. ~~He/she~~ THE SUPERINTENDENT OR DESIGNEE shall also report to the Board regarding the number of instructional minutes offered in physical education for each grade level, the number of two-year and permanent exemptions granted pursuant to Education Code 51241, and any other data agreed upon by the Board and the Superintendent or designee to evaluate program quality and the effectiveness of the District's program in meeting goals for physical activity AND STUDENT WELL-BEING.

(cf. 0500 - Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

### Legal Reference:

#### EDUCATION CODE

220 Prohibition of discrimination

221.5 Equal opportunity

33126 School accountability report card

33350-33354 CDE responsibilities re: physical education

35256 School accountability report card

44250-44277 Credentials and assignment of teachers

49066 Grades; change of grades; physical education grade

51210 Course of study, grades 1-6

**PHYSICAL EDUCATION AND ACTIVITY (cont.)**

51220 Course of study, grades 7-12  
 51222 Physical education, instructional minutes  
 51223 Physical education, elementary schools  
 51241 Temporary, two-year or permanent exemption from physical education  
 51242 Exemption from physical education for athletic program participants  
 52316 Excuse from attending physical education classes; regional occupational center/program  
 60800 Physical performance test

CODE OF REGULATIONS, TITLE 34

106.33 Nondiscrimination on the basis of sex; comparable facilities  
 106.34 Nondiscrimination on the basis of sex; access to classes and schools  
 300.108 Assistance to states for the education of children with disabilities; physical education

UNITED STATES CODE, TITLE 29

794 Rehabilitation Act of 1973, Section 504\_

UNITED STATES CODE, TITLE 42

1758b Local wellness policy

ATTORNEY GENERAL OPINIONS

53 Ops.Cal.Atty.Gen. 230 (1970)

COURT DECISIONS

Doe v. Albany Unified School District (2010) 190 Cal.App.4th 668  
 Cal200 et al. v. San Francisco Unified School District et al. (2013), San Francisco Superior Court, Case No. CGC-13-534975  
 Cal200 et al. v. Oakland Unified School District et al. (San Francisco Superior Court, Case No. CPF-14-513959

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

Active Bodies, Active Minds: Physical Activity and Academic Achievement, Fact Sheet, February 2010  
 Maximizing Opportunities for Physical Activity During the School Day, Fact Sheet, November 2009  
 Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, February 2010  
 Moderate to Vigorous Physical Activity in Physical Education to Improve Health and Academic Outcomes, Fact Sheet, November 2009  
 Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, rev. 2012  
 Physical Education and California Schools, Policy Brief, October 2007  
 Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, 2012

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Physical Education Framework for California Public Schools: Kindergarten Through Grade 12, 2009  
 Physical Education Model Content Standards for California Public Schools: Kindergarten Through Grade 12, January 2005

Adapted Physical Education Guidelines for California Schools, 2003

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Health Index (SHI): Self-Assessment and Planning Guide, Middle/High School, 2017  
 School Health Index (SHI): Self-Assessment and Planning Guide, Elementary School, 2017

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

The Administrator's Assignment Manual, 2019

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS

Physical Activity Guidelines for Americans, 2nd Edition, October 2018

WEBSITES

CALIFORNIA SCHOOL BOARDS ASSOCIATION: [www.csba.org](http://www.csba.org)  
 California Project LEAN (Leaders Encouraging Activity and Nutrition): [www.californiaprojectlean.org](http://www.californiaprojectlean.org)  
 Healthy People 2010: [www.healthypeople.gov](http://www.healthypeople.gov)  
 President's Council on Sports, Fitness and Nutrition: [www.fitness.gov](http://www.fitness.gov)

**PHYSICAL EDUCATION AND ACTIVITY (cont.)**

U.S. Department of Health and Human Services: [www.health.gov](http://www.health.gov)  
National Association for Sport and Physical Education: [www.aahperd.org/naspe](http://www.aahperd.org/naspe)  
Commission on Teacher Credentialing: [www.ctc.ca.gov](http://www.ctc.ca.gov)  
Centers for Disease Control and Prevention: [www.cdc.gov](http://www.cdc.gov)  
California Healthy Kids Resource Center: [www.californiahealthykids.org](http://www.californiahealthykids.org)  
California Department of Education, Physical Fitness Testing: [www.cde.ca.gov/ta/tg/pf](http://www.cde.ca.gov/ta/tg/pf)

**Chino Valley Unified School District**

Policy adopted: August 21, 1997

Revised: May 3, 2000

Revised: March 5, 2009

Revised: August 6, 2009

Revised: May 20, 2010

Revised: December 14, 2017

REVISED:



## **PHYSICAL EDUCATION AND ACTIVITY**

### **Definitions**

Physical education is a sequential educational program that teaches students to understand and participate in regular physical activity for THAT ASSISTS IN developing and maintaining physical fitness throughout their lifetime, understand and improve their motor skills, enjoy using their skills and knowledge to establish a healthy lifestyle, and understand how their bodies work.

Physical activity is bodily movement that is produced by the contraction of skeletal muscle and that substantially increases energy expenditure, including exercise, sport, dance, and other movement forms.

Moderate physical activity is any activity which generally requires sustained, rhythmic movements and refers to a level of effort a healthy individual might expend while, for example, walking briskly, dancing, swimming, or bicycling on level terrain. A person should feel some exertion but should be able to carry on a conversation comfortably during the activity.

Vigorous physical activity is any activity which generally requires sustained, rhythmic movements and refers to a level of effort a healthy individual might expend while, for example, jogging, participation in high-impact aerobic dancing, swimming continuous laps, or bicycling uphill. Vigorous physical activity may be intense enough to result in a significant increase in heart and respiration rate.

### **Instructional Time**

Instruction in physical education shall be provided for at least the following minimum period of time: (Education Code 51210, 51222, 51223)

1. For students in grades 1-6, 200 minutes each 10 school days, exclusive of recesses and the lunch period
2. For students in grades 7-8 attending an elementary school, 200 minutes each 10 school days, exclusive of recesses and the lunch period
3. For students in grades 7-8 attending a middle school or junior high school, 400 minutes each 10 school days
4. For students in grades 9-12, 400 minutes each 10 school days

~~Students in grades 10-12 who have been granted a two-year exemption pursuant to Education Code 51241(b) shall be offered a variety of elective physical education courses of not less than 400 minutes each 10 school days. (Education Code 51222)~~

**PHYSICAL EDUCATION AND ACTIVITY (cont.)**

~~Students in grades 10-12 who have been granted a two-year or permanent exemption from physical education pursuant to Education Code 51241(b)(1) or (c) shall not be permitted to attend fewer total hours of courses and classes than they would have attended if enrolled in a physical education course. (Education Code 51241) Students in a regional occupational program or center who are exempted from physical education pursuant to Education code 52316 shall have a minimum school day of 180 minutes. (Education Code 52316)~~

If the instructional minute requirement cannot be met during any 10-day period due to inclement weather, a school assembly, field trip, student assessment, or other circumstance, the school shall make up those minutes on another day in order to satisfy the instructional minute requirement.

The Superintendent or designee shall determine a method to document compliance with the required number of instructional minutes. Such documentation may include, but not be limited to, a master schedule, BELL SCHEDULE, WEEKLY SCHEDULE FOR EACH TEACHER PROVIDING PHYSICAL EDUCATION INSTRUCTION, DISTRICT CALENDAR, teacher roster, or log for staff or students to record the number of physical education minutes completed.

Any complaint alleging noncompliance with the instructional minute requirement ~~for elementary schools~~ may be filed in accordance with the District's procedures in AR 1312.3 – Uniform Complaint Procedures. A complainant not satisfied with the District's decision may appeal the decision to the California Department of Education (CDE). If the District or ~~the~~ CDE finds merit in a complaint, the District shall provide a remedy to all affected students and parents/guardians. (Education Code 51210, 51222, 51223; 5 CCR 4600-4670)

**Monitoring Moderate to Vigorous Physical Activity**

To monitor ~~whether~~ THE AMOUNT OF TIME students are engaged in moderate to vigorous physical activity ~~for at least 50 percent of physical education class or session time~~, the Superintendent or designee may:

1. Develop methods to estimate the amount of time students spend in moderate to vigorous physical activity ~~or the number~~ AND THE AMOUNT of TIME students ~~who~~ are inactive during physical education classes
2. Provide physical education teachers with staff development, self-monitoring tools, stopwatches, and/or heart rate monitors to assist them in planning and assessing the level of activity in their classes

(cf. 4115 - Evaluation/Supervision)

**PHYSICAL EDUCATION AND ACTIVITY (cont.)****Physical Fitness Testing**

During the annual assessment window between the month of February through May, students in grades 5, 7, and 9 shall be administered the physical fitness test designated by the State Board of Education (FITNESSGRAM). (Education Code 60800; 5 CCR 1041)

(cf. 6162.5 - Student Assessment)

The Superintendent or designee may provide a make-up date for students who are unable to take the test based on absence or temporary physical restriction or limitations, such as students recovering from illness or injury. (5 CCR 1043)

On or before November 1 of each school year, the Superintendent may designate an employee to serve as the District's physical fitness test coordinator and so notify the test contractor. The test coordinator shall serve as the liaison between the District and California Department of Education for all matters related to the physical fitness test. His/her THE duties shall be those specified in 5 CCR 1043.4, including, but not limited to, : (5 CCR 1043.4)

1. RESPONDING TO CORRESPONDENCE AND INQUIRIES FROM THE CONTRACTOR IN A TIMELY MANNER AND AS PROVIDED IN THE CONTRACTOR'S INSTRUCTIONS
2. DETERMINING DISTRICT AND SCHOOL SITE TEST AND TEST MATERIAL NEEDS
3. ~~Overseeing the administration of the test and the collection and return of all test data to the test contractor.~~
4. ENSURING THAT ALL TEST DATA ARE RECEIVED FROM SCHOOL TEST SITES IN SUFFICIENT TIME TO SATISFY THE REPORTING REQUIREMENTS
5. ENSURING THAT ALL TEST DATA ARE SENT TO THE TEST CONTRACTOR BY JUNE 30 OF EACH YEAR

Students shall be provided with their individual results after completing the FITNESSGRAM. The test results may be provided in writing or orally as the student completes the testing and shall be included in his/her THE STUDENT'S cumulative record. (Education Code 60800; 5 CCR 1043.10, 1044)

(cf. 5125 - Student Records)

## **PHYSICAL EDUCATION AND ACTIVITY (cont.)**

Each student's test results shall also be provided to ~~his/her~~ THE STUDENT'S parents/guardians.

The Superintendent or designee shall report the aggregate results of the FITNESSGRAM in the annual school accountability report card required by Education Code 33126 and 35256. (Education Code 60800)

(cf. 0510 - School Accountability Report Card)

### **Testing Variations**

All students may be administered the FITNESSGRAM with the following test variations: (5 CCR 1047)

1. Extra time within a testing day
2. Test directions that are simplified or clarified

All students may have the following test variations if they are regularly used in the classroom: (5 CCR 1047)

1. Audio amplification equipment
2. Separate testing for individual students provided that they STUDENT(S) are directly supervised by the test examiner
3. Manually Coded English or American Sign Language to present directions for test administration

Students with a physical disability and students who are physically unable to take all of the test shall undergo as much of the test as their physical condition will permit. (Education Code 60800; 5 CCR 1047)

Students with disabilities may be provided the following accommodations if specified in their Individualized Education Program (IEP) and Section 504 Plan: (5 CCR 1047)

1. Administration of the test at the most beneficial time of day to the student after consultation with the test contractor
2. Administration of the test by a test examiner to the student at home or in the hospital

## **PHYSICAL EDUCATION AND ACTIVITY (cont.)**

3. Any other accommodation specified in the student's IEP or Section 504 Plan for the physical fitness test

(cf. 6159 - Individualized Education Program)

(cf. 6164.6 - Identification and Education under Section 504)

Identified English learners may be allowed the following additional test variations if regularly used in the classroom: (5 CCR 1048)

1. Separate testing with other English learners, provided that they STUDENT(S) are directly supervised by the test examiner
2. Test directions translated into their primary language, and the opportunity to ask clarifying questions about the test directions in their primary language

### **Additional Opportunities for Physical Activity**

The Superintendent or designee shall implement strategies for increasing opportunities for physical activity outside the physical education program, which may include, but not be limited to:

1. Training recess ~~and~~, lunch, AND BEFORE-AND AFTER-SCHOOL supervisors on methods to engage students in moderate to vigorous physical activity

(cf. 1240 - Volunteer Assistance)

(cf. 4231 - Staff Development)

(cf. 5030 - Student Wellness)

2. Encouraging teachers to incorporate physical activity into the classroom
3. Establishing extracurricular activities that promote physical activity, such as school clubs, intramural athletic programs, dance performances, COMMUNITY SERVICE, special events, and competitions

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.5 - Student Organizations and Equal Access)

4. Incorporating opportunities for physical activity into before- or after-school programs and/or child care and development programs

(cf. 5148 - Child Care and Development Program)

(cf. 5148.2 - Before/After School Programs)

**PHYSICAL EDUCATION AND ACTIVITY (cont.)**

5. Exploring opportunities for joint use of facilities or grounds in order to provide adequate space for students and community members to engage in recreational activities
6. Developing business partnerships to maximize resources for physical activity equipment and programs

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

7. Developing programs to encourage and facilitate walking, bicycling, or other active transport to and from school

**Chino Valley Unified School District**

Regulation approved: August 21, 1997

Revised: February 19, 2009

Revised: May 6, 2010

Revised: November 16, 2017

REVISED:

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** October 6, 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  
Cheli McReynolds, Director, Special Education

**SUBJECT: REVISION OF BOARD POLICY AND DELETION OF ADMINISTRATIVE REGULATION 6146.1 INSTRUCTION – HIGH SCHOOL GRADUATION REQUIREMENTS**

=====  
**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 6146.1 Instruction – High School Graduation Requirements is being updated to reflect Assembly Bill (AB) 101 which no longer authorizes a course in Career Technical Education (CTE) to serve as an alternative to the Visual and Performing Arts (VAPA) or world language course requirement for high school graduation. Additionally, policy updated to reflect AB 181 which requires districts to (1) exempt eligible students with disabilities from all coursework and other requirements adopted by the Board that are in addition to the statewide course requirements and award such students a high school diploma, and (2) notify the parents/guardians of eligible students of such exemption, as specified. Administrative Regulation 6146.1 Instruction – High School Graduation Requirements is being deleted as unnecessary with key concepts incorporated into the Board Policy.

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 deletion of Administrative Regulation 6146.1 Instruction – High School Graduation Requirements.

**FISCAL IMPACT**

None.

## HIGH SCHOOL GRADUATION REQUIREMENTS

The Board of Education desires to prepare all students to SUCCESSFULLY COMPLETE THE HIGH SCHOOL COURSE OF STUDY AND obtain a high school diploma to enable THAT REPRESENTS their EDUCATIONAL ACHIEVEMENT AND to take advantage of INCREASES THEIR opportunities for postsecondary education and/or employment.

(cf. 5127 - Graduation Ceremonies and Activities)

(cf. 5147 - Dropout Prevention)

(cf. 6143 - Courses of Study)

(cf. 6146.3 - Reciprocity of Academic Credit)

## COURSE REQUIREMENTS

To obtain a high school diploma, students shall complete ~~at least~~ the following courses in grades 9-12, with each course being one year unless otherwise specified:

1. Four courses in English (Education Code 5122.3)
2. Three courses in mathematics (Education Code 51225.3)

Students shall COMPLETE AT LEAST ONE MATHEMATICS COURSE THAT meetS ~~or exceed~~ THE state academic content standards for Algebra I OR (Integrated Mathematics I). STUDENTS MAY CompletionE ~~of~~ such coursework prior to grade 9 shall satisfy the Algebra I (Integrated Mathematics I) requirement PROVIDED THAT THEY ALSO COMPLETE TWO MATHEMATICS COURSES IN GRADES 9-12. (Education Code 51224.5)

3. Students may be awarded up to one mathematics course credit for successful completion of an approved computer science course that is classified as a "category c" course based on the UNIVERSITY OF CALIFORNIA (UC) AND CALIFORNIA STATE UNIVERSITY (CSU) "a-g" course requirements for college admission. (Education Code 5122.3, 51225.35)

(cf. 6011 - Academic Standards)

4. Two courses in science, including biological and physical sciences (Education Code 51225.3)
5. Three courses in social studies, including United States (U.S.) history and geography; world history, culture, and geography; a one-semester course in American government and civics; and a one-semester course in economics (Education Code 51225.3)

(cf. 6142.3 - Civic Education)

(cf. 6142.94 - History-Social Science Instruction)



**HIGH SCHOOL GRADUATION REQUIREMENTS (cont.)**

6. Two courses in visual or performing arts, ~~foreign~~ OR WORLD language, ~~or Career Technical Education (CTE)~~. FOR PURPOSES OF THIS REQUIREMENT, A COURSE including American Sign Language SHALL BE DEEMED A COURSE IN WORLD LANGUAGE. (Education Code 51225.3)

~~To be counted towards~~ IF A STUDENT COMPLETED A CAREER TECHNICAL EDUCATION COURSE PRIOR TO JULY 1, 2022, THAT ~~meets~~ graduation requirements OF EDUCATION CODE 51225.3, ~~a CTE SUCH A course must meet the UC/CSU "F" WILL FULFILL THE VISUAL OR PERFORMING ARTS OR WORLD LANGUAGE requirement and shall be aligned to the CTE model curriculum standards and framework adopted by the State Board of Education.~~ (Education Code 51225.3)

(cf. 6142.2 - World/Foreign Language Instruction)  
 (cf. 6142.6 - Visual and Performing Arts Education)  
 (cf. 6178 - Career Technical Education)

7. Two courses in physical education, unless the student has been otherwise exempted pursuant to other sections of the Education Code (Education Code 51225.3)

(cf. 6142.7 - Physical Education and Activity)  
 (cf. 6142.1 - Family Life/Sexual Education Sexual Health and HIV/AIDS Prevention Instruction)  
 (cf. 6142.8 - Comprehensive Health Education)

~~Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.~~

Effective with the Graduating Class of 2019 and each class thereafter.

All students receiving a high school diploma from the District shall:

1. Achieve a cumulative G.P.A. of 2.0., and
2. Complete the course requirements as follows:

<b>Subject</b>	<b>Units per Subject</b>	<b>Total Units per Subject</b>
English/Reading		40 units
Mathematics:		30 units
Algebra I/Integrated Math I (if taken at the high school level)	10 units	
Other higher level math	20 units	

**HIGH SCHOOL GRADUATION REQUIREMENTS (cont.)**

Physical Education		20 units
Visual and Performing Arts (VAPA)/Foreign Language		20 units*
*One VAPA course may be replaced with Career Technical Education PRIOR TO JULY 1, 2022 ONLY		
Science:		20 units
Biological Science/Biology and The Living Earth	10 units	
Earth/Physical Science/Other Higher Level Science	10 units	
Social Science:		30 units
World History, Culture and Geography European History Advanced Placement-Or Human Geography Advanced Placement	10 units	
U.S. History and Geography	10 units	
Principles of American Democracy	5 units	
Economics or Consumer Economics	5 units	
Health Education		5 units
Electives		60 units
Total Units of Credit		225 units

Students who complete Algebra 1/Integrated Math I, with a grade of “C” or better in junior high school, shall be required to successfully complete only two years of mathematics (20 units) at the high school level in order to qualify for a diploma. Students who take Algebra I/Integrated Math I in junior high school will not receive high school graduation credit and shall be required to complete 225 total units of credit in grades 9 – 12.

To be counted towards meeting graduation requirements, a course in career technical education shall be aligned to the career technical model curriculum standards and framework adopted by the State Board of Education.

(cf. 6142.2 - World/Foreign Language Instruction)  
(cf. 6142.6 - Visual and Performing Arts Education)  
(cf. 6178 - Career Technical Education)

The Superintendent or designee shall exempt or waive specific course requirements for foster youth, homeless students, and children of military families in accordance with Education Code 51225.1 and 49701.

(cf. 6173 - Education for Homeless Children)  
(cf. 6173.1 - Education for Foster Youth)  
(cf. 6173.2 - Education for Children of Military Families)

**HIGH SCHOOL GRADUATION REQUIREMENTS (cont.)**

**EXEMPTIONS FROM DISTRICT-ADOPTED GRADUATION REQUIREMENTS**

PRIOR TO THE BEGINNING OF GRADE 10, THE INDIVIDUALIZED EDUCATION PROGRAM (IEP) TEAM FOR EACH STUDENT WITH DISABILITIES SHALL DETERMINE WHETHER THE STUDENT IS ELIGIBLE FOR EXEMPTION FROM ALL COURSEWORK AND OTHER REQUIREMENTS ADOPTED BY THE BOARD IN ADDITION TO THE STATEWIDE COURSE REQUIREMENTS FOR HIGH SCHOOL GRADUATION, AND IF SO, SHALL NOTIFY THE STUDENT'S PARENT/GUARDIAN OF THE EXEMPTION. A STUDENT WITH DISABILITIES SHALL BE ELIGIBLE FOR THE EXEMPTION, IF THE STUDENT'S IEP PROVIDES FOR BOTH OF THE FOLLOWING REQUIREMENTS: (EDUCATION CODE 51225.31)

1. THAT THE STUDENT TAKE THE ALTERNATE ASSESSMENT ALIGNED TO ALTERNATE ACHIEVEMENT STANDARDS IN GRADE 11 AS DESCRIBED IN EDUCATION CODE 60640
2. THAT THE STUDENT COMPLETE STATE STANDARDS ALIGNED COURSEWORK TO MEET THE STATEWIDE COURSEWORK SPECIFIED IN EDUCATION CODE 51225.3

IN ADDITION, A FOSTER YOUTH, HOMELESS STUDENT, FORMER JUVENILE COURT SCHOOL STUDENT, CHILD OF A MILITARY FAMILY, OR MIGRANT STUDENT WHO TRANSFERS INTO THE DISTRICT OR BETWEEN DISTRICT SCHOOLS ANY TIME AFTER COMPLETING THE SECOND YEAR OF HIGH SCHOOL, OR A NEWLY ARRIVED IMMIGRANT STUDENT WHO IS IN THE THIRD OR FOURTH YEAR OF HIGH SCHOOL AND IS PARTICIPATING IN A NEWCOMER PROGRAM, SHALL BE EXEMPTED FROM ANY GRADUATION REQUIREMENTS ADOPTED BY THE BOARD THAT ARE IN ADDITION TO STATEWIDE COURSE REQUIREMENTS. THIS EXEMPTION SHALL NOT APPLY IF THE SUPERINTENDENT OR DESIGNEE MAKES A FINDING THAT THE STUDENT IS REASONABLY ABLE TO COMPLETE THE REQUIREMENTS IN TIME TO GRADUATE BY THE END OF THE FOURTH YEAR OF HIGH SCHOOL.

WITHIN 30 DAYS OF THE TRANSFER INTO A SCHOOL BY A FOSTER YOUTH, HOMELESS STUDENT, FORMER JUVENILE COURT SCHOOL STUDENT, CHILD OF A MILITARY FAMILY, MIGRANT STUDENT, OR A NEWLY ARRIVED IMMIGRANT STUDENT, OR OF THE COMMENCEMENT OF PARTICIPATION IN A NEWCOMER PROGRAM, AS APPLICABLE, THE SUPERINTENDENT OR DESIGNEE SHALL NOTIFY ANY ELIGIBLE STUDENT, AND OTHERS AS REQUIRED BY LAW, OF THE AVAILABILITY OF THE EXEMPTION FROM LOCAL GRADUATION REQUIREMENTS AND WHETHER THE STUDENT QUALIFIES FOR IT. (Education Code 51225.1)

## HIGH SCHOOL GRADUATION REQUIREMENTS (cont.)

### Retroactive Diplomas

~~Until July 31, 2018, a~~Any student who completed grade 12 in the 2003/2004 school year ~~or a subsequent school year~~ and has met all applicable graduation requirements other than the passage of the high school exit examination shall be granted a high school diploma. (Education Code 51413)

IN ADDITION, ~~T~~the District may retroactively grant ~~a~~high school diplomaS to ~~a~~former studentS who: (Education Code 48204.4, 51430, 51440)

1. ~~was~~ WERE interned by order of the federal government during World War II or ~~who is an~~ ARE honorably discharged veterans of World War II, the Korean War, or the Vietnam War, provided that ~~he/she~~ THEY ~~was~~ERE enrolled in a District HIGH school immediately preceding the internment or military service and ~~he/she~~ did not receive a diploma because ~~his/her~~ THEIR education was interrupted due to the internment or military service. IN THOSE WARS

~~A~~dDeceased former studentS who ~~satisfies~~Y these conditions may be granted a retroactive diploma to be received by ~~his/her~~ THEIR next of kin. (Education Code 51430)

2. ARE VETERANS WHO ENTERED THE MILITARY SERVICE OF THE U.S. WHILE IN GRADE 12 AND WHO HAD SATISFACTORILY COMPLETED THE FIRST HALF OF THE WORK REQUIRED FOR GRADE 12 IN A DISTRICT SCHOOL
3. WERE IN THEIR SENIOR YEAR OF HIGH SCHOOL DURING THE 2019-20 SCHOOL YEAR, WERE IN GOOD ACADEMIC STANDING AND ON TRACK TO GRADUATE AT THE END OF THE 2019-20 SCHOOL YEAR AS OF MARCH 1, 2020, AND WERE UNABLE TO COMPLETE THE STATEWIDE GRADUATION REQUIREMENTS AS A RESULT OF THE COVID-19 CRISIS

~~Students shall receive diplomas of graduation from high school only after completing the prescribed course of study and meeting the standards of proficiency established by the District.~~

### Honorary Diplomas

THE BOARD MAY GRANT AN HONORARY HIGH SCHOOL DIPLOMA TO A STUDENT WHO IS TERMINALLY ILL. (Education Code 51225.5)

## **HIGH SCHOOL GRADUATION REQUIREMENTS (cont.)**

THE HONORARY DIPLOMA SHALL BE CLEARLY DISTINGUISHABLE FROM THE REGULAR DIPLOMA OF GRADUATION AWARDED BY THE DISTRICT. (Education Code 51225.5)

### **Appeal Process**

In order to qualify for a regular high school diploma from the District, each student shall meet all requirements as set forth by the California State Board of Education and the Chino Valley Unified School District Board of Education. When awarding a diploma, the Board certifies that the student has met all state and local requirements. Seniors who are deemed ineligible to graduate on the basis of their failure to maintain a 2.0 grade point average or to satisfactorily complete the three (3) year mathematics requirement and their parents/guardians shall be afforded due process to appeal based on special circumstances. The procedures for appeal are as follows:

1. Formal appeals shall be presented to the school principal in writing and shall set forth a statement of the facts and the specific remedy sought.
2. If the appeal is not resolved at the school site level, the parties may appeal to the Superintendent.

The Superintendent shall hold a hearing with the senior and parents/guardians as soon as such meeting can be convened, but in no case later than five (5) business days following receipt of the written appeal. The Superintendent shall notify the senior and parents/guardians of his/her decision whether to deny or authorize the senior's graduation as soon as such decision is firm, but in no case later than 24 hours after the hearing. The Superintendent may expeditiously provide initial notification in person or via phone.

Written notification shall be provided.

3. If the decision is to deny the senior's graduation, the notification shall inform the senior and parents/guardians that they may appeal to the Board of Education. If the senior and/or parents/guardians decide to appeal to the Board of Education, they shall inform the Superintendent. The Superintendent shall notify Governing Board members.
4. The Board of Education appeals panel, which shall consist of two Board members and the Superintendent, will hear the appeal as soon as possible, but in no case later than 48 hours from notification by the Superintendent. The decision of that panel is final.

## **HIGH SCHOOL GRADUATION REQUIREMENTS (cont.)**

5. If the student and/or parents/guardians fail to meet any of the guidelines set forth above, the student waives his/her right to further appeal.

### **Legal Reference:**

#### EDUCATION CODE

47612 Enrollment in charter school  
48200 Compulsory attendance  
48204.4 Parents/guardians departing California against their will  
48412 Certificate of proficiency  
48430 Continuation education schools and classes  
48645.5 Former juvenile court school students, enrollment  
48980 Parent/Guardian notifications  
49701 Provisions of the interstate compact on educational opportunities for military children  
51224 Skills and knowledge required for adult life  
51224.5 Algebra in course of study for grades 7-12  
51225 2020-21 exemption from graduation requirements  
51225.1 Exemption from district graduation requirements  
51225.2 Course credits  
51225.3 High school graduation  
51225.35 Mathematics course requirements; computer science  
51225.36 Instruction in sexual harassment and violence; districts that require health education for graduation  
51225.5 Honorary diplomas; foreign exchange students  
51225.6 Instruction in cardiopulmonary resuscitation  
51228 Graduation requirements  
51230 Credit for community emergency response training  
51240-51246 Exemptions from requirements  
51250-51251 Assistance to military dependents  
51410-51413 Diplomas  
51430 Retroactive high school diplomas  
51440 Retroactive high school diplomas  
51450-51455 Golden State Seal Merit Diploma  
51745 Independent study  
56390-56392 Recognition for educational achievement, special education  
66204 Certification of high school courses as meeting university admissions criteria  
67386 Student safety; affirmative consent standard

#### CODE OF REGULATIONS, TITLE 5

1600-1651 Graduation of students from grade 12 and credit toward graduation  
4600-4670 Uniform complaint procedures

#### COURT DECISIONS

O'Connell v. Superior Court (Valenzuela), (2006) 141 Cal.App.4th 1452

### **Management Resources:**

#### WEBSITES

California School Boards Association: [www.csba.org](http://www.csba.org)  
California Department of Education, High School: [www.cde.ca.gov/ci/g/hs](http://www.cde.ca.gov/ci/g/hs)  
University of California, List of Approved a-g Courses:  
[www.universityofcalifornia.edu/admissions/freshman/requirements](http://www.universityofcalifornia.edu/admissions/freshman/requirements)

**HIGH SCHOOL GRADUATION REQUIREMENTS (cont.)**

**Chino Valley Unified School District**

Policy adopted: August 21, 1997

Revised: August 10, 2000

Revised: February 1, 2001

Revised: June 5, 2003

Revised: June 2, 2005

Revised: February 2, 2006

Revised: January 24, 2008

Revised: May 1, 2008

Revised: July 16, 2009

Revised: May 6, 2010

Revised: February 16, 2012

Revised: March 17, 2016

Revised: September 6, 2018

REVISED:

**HIGH SCHOOL GRADUATION REQUIREMENTS****Notifications**

~~Requirements for graduation and specified alternative means for completing the prescribed course of study shall be made available to students, parents/guardians, and the public. (Education Code 51225.3)~~

~~(cf. 6145.6—International Exchange)~~

~~(cf. 6146.11—Alternative Credits toward Graduation)~~

~~In the annual notification sent to parents/guardians pursuant to Education Code 48980, the Superintendent or designee shall include the following: (Education Code 48980)~~

- ~~1. Information about District high school graduation requirements and how each requirement satisfies or does not satisfy the subject matter requirements for admission to the California State University and the University of California~~
- ~~2. A complete list of career technical education courses offered by the District that satisfy the subject matter requirements for admission to the California State University and the University of California, and which of the specific college admission requirements these courses satisfy~~

~~(cf. 5145.6—Parental Notifications)~~

~~(cf. 6143—Courses of Study)~~

~~(cf. 6178—Career Technical Education)~~

**Chino Valley Unified School District**

~~Regulation approved: August 21, 1997~~

~~Revised: August 10, 2000~~

~~Revised: June 5, 2003~~

~~Revised: June 2, 2005~~

~~Revised: January 24, 2008~~

~~Revised: April 17, 2008~~

~~Revised: June 18, 2009~~

~~Revised: April 1, 2010~~

~~Revised: February 2, 2012~~

~~Revised: March 3, 2016~~

~~DELETED:~~



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** October 6, 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  
Tracy Freed, Ed.D., Director, Assessment and Instructional Technology  
**SUBJECT: REVISION OF ADMINISTRATIVE REGULATION 6162.51 INSTRUCTION – STATE ACADEMIC ACHIEVEMENT TESTS**

=====

**BACKGROUND**

Board policies, administrative regulations, and bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current District practice. Administrative Regulation 6162.51.7 Instruction – State Academic Achievement Tests is being revised to update information regarding administration of the California Assessment of Student Performance and Progress (CAASPP), including provisions that: (1) the District may administer the California Science Test (CAST) in any of grades 10-12, (2) the California Alternate Assessments (CAA) in science should be administered to students with significant cognitive abilities who are unable to take the CAST with accommodations, and (3) the California Spanish Assessment (CSA) is the primary language assessment that may be available to be administered to English learners. Testing windows and testing variations updated to reflect current state regulations, as renumbered.

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

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

**RECOMMENDATION**

It is recommended the Board of Education receive for information the revision of Administrative Regulation 6162.51 Instruction – State Academic Achievement Tests.

**FISCAL IMPACT**

None.

NE:GP:TF:rtr

**STATE ACADEMIC ACHIEVEMENT TESTS**

The Superintendent or designee shall administer the California Assessment of Student Performance and Progress (CAASPP) to all District students at applicable grade levels, except those students exempted by law.

The students of any charter school that receives its state funding allocation through the District shall be tested in coordination with the testing of District students. In addition, the Superintendent or designee shall arrange for the testing of students in any alternative education program or program conducted off campus, including, but not limited to, non-classroom based programs, continuation schools, independent study, community day schools, county community schools, juvenile court schools, or nonpublic, nonsectarian schools. No test shall be administered in a home or hospital except by a test administrator or test examiner. (5 CCR 851)

(cf. 0420.4 - Charter School Authorization)

(cf. 6158 - Independent Study)

(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)

(cf. 6181 - Alternative Schools/Programs of Choice)

(cf. 6183 - Home and Hospital Instruction)

(cf. 6184 - Continuation Education)

(cf. 6185 - Community Day School)

On or before July 1 of each year, the Superintendent or designee shall identify any District school(s) with students who are unable to access the computer-based assessment of a CAASPP test and shall report the number of such students to the test contractor. If available, a paper and pencil version of the assessment may be administered to such students. (5 CCR 853, 857)

On or before July 1 of each year, the Superintendent or designee shall designate a District coordinator who shall oversee all matters related to the testing program and serve as the District representative and liaison with the test contractor and the California Department of Education (CDE). The Superintendent or designee shall also designate a coordinator for each test site. The duties of the District and site test coordinators shall include those specified in 5 CCR 857-858. (5 CCR 857-858)

The Superintendent or designee also shall appoint trained test administrator(s) to administer the CAASPP achievement tests and test examiner(s) to administer the California Alternate Assessments (CAA). A test examiner shall be a certificated or licensed employee of the District or County Office of Education. (5 CCR 850)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

**STATE ACADEMIC ACHIEVEMENT TESTS (cont.)**

As appropriate, the Superintendent or designee shall assign a specially trained District employee to serve as a test proctor to assist the test examiner; a specially trained District employee, or other person supervised by a District employee, to serve as a translator to translate the test directions into a student's primary language; and a District employee to serve as a scribe to transcribe a student's responses to the format required by the test. A student's parent/guardian OR SIBLING shall not be eligible to be that student's translator or scribe. (5 CCR 850)

All test administrators, test examiners, proctors, translators, scribes, District and site test coordinators, and other persons having access to any of the CAASPP achievement tests and corresponding test materials, assessment technology platform, or tests administered pursuant to Education Code 60640 shall acknowledge the limited purpose of their access to the achievement tests by signing a test security affidavit. In addition, all District and site test coordinators shall sign a test security agreement before receiving any CAASPP achievement tests and corresponding test materials. The test security affidavit and test security agreement shall be those set forth in 5 CCR 859. (5 CCR 850, 859)

**Test Included in the State Assessment System**

The District shall administer the following CAASPP assessments: (Education Code 60640; 5 CCR 851.5)

1. ~~The CAASPP achievement tests~~ SMARTER BALANCED ASSESSMENTS for English language arts and mathematics in grades 3-8 and 11, except that:

(cf. 6142.91 - Reading/Language Arts Instruction)  
(cf. 6142.92 - Mathematics Instruction)

- a. Recently arrived English learners, defined pursuant to Education Code 60603 as English learners who are in their first 12 months of attending a school in the United States, shall be exempted from taking the English language arts assessment to the extent allowed by federal law. A recently arrived English learner may be administered the test upon request by his/her parent/guardian.

(cf. 6174 - Education for English Language Learners)

- b. Students with disabilities who are unable to participate in the English language arts and mathematics assessments, even with the resources described in the section "Testing Variations" below, shall be provided an alternate test when designated in their Individualized Education Program (IEP), as provided in item #3 below.

## STATE ACADEMIC ACHIEVEMENT TESTS (cont.)

(cf. 6159 - Individualized Education Program)

(cf. 6164.6 - Identification and Education Under Section 504)

2. THE CALIFORNIA Science ~~assessments~~ TEST (CAST) at grades 5, 8, and ONCE IN GRADES 10-12

However, students with disabilities who are unable to participate in the ~~science assessments~~ CAST, even with the resources described in the "Testing Variations" section below, shall be provided an alternate test when designated in their IEP, as provided in item #3 below.

(cf. 6142.93 - Science Instruction)

3. ~~For students with disabilities~~ a. THE California Alternate Assessment (CAA) in English language arts, ~~and~~ mathematics, AND SCIENCE for students with significant cognitive disabilities—~~who are unable to take the tests specified in items #1-2 above even with appropriate accommodations or other testing resources, and who have an IEP that designates the use of alternative tests at the applicable grade levels:~~
  - b. ~~For the science assessment, either the California Modified Assessment (CMA) or, for students with significant cognitive disabilities, the California Alternate Performance Assessment (GAPA).~~

In addition, the Superintendent or designee may administer a ~~primary language assessment~~ THE CALIFORNIA SPANISH ASSESSMENT (CSA) to English learners. Administration of this test shall not replace the administration of the above tests, administered in English, to English learners. (Education Code 60640)

The ~~primary language assessment~~ CSA also may be used to assess students in a dual language immersion program who are not limited English proficient or who are redesignated fluent English proficient, subject to ~~the approval of the BY California Department of Education (CDE)~~ of an agreement between the District and the state testing contractor. (Education Code 60640)

THROUGHOUT THE SCHOOL YEAR, SCHOOLS MAY USE SMARTER BALANCED INTERIM ASSESSMENTS AND FORMATIVE ASSESSMENT TOOLS AT ANY GRADE LEVEL TO PROVIDE TIMELY FEEDBACK REGARDING STUDENTS' PROGRESS TOWARD MASTERY OF THE SKILLS MEASURED BY THE SUMMATIVE ASSESSMENTS IN ENGLISH LANGUAGE ARTS AND MATHEMATICS AND TO ASSIST TEACHERS IN CONTINUALLY ADJUSTING INSTRUCTION TO IMPROVE LEARNING.

**STATE ACADEMIC ACHIEVEMENT TESTS (cont.)****Exemptions**

Each year the Superintendent or designee shall notify parents/guardians of their child's participation in the CAASPP and of the provisions of Education Code 60615 related to exemptions from testing. (5 CCR 852)

(cf. 5145.6 - Parental Notifications)

A parent/guardian may annually submit to the school a written request to excuse his/her child from any or all parts of the CAASPP assessments for the school year, and such a request shall be granted by the Superintendent or designee. However, District employees shall not solicit or encourage any exemption request on behalf of any student or group of students. (Education Code 60615; 5 CCR 852)

If a parent/guardian submits an exemption request after testing has begun, any test(s) completed before the request is submitted will be scored and the results reported to the parent/guardian and included in the student's records. (5 CCR 852)

**Testing Period**

The Superintendent or designee shall establish testing days for District students within the following available testing windows: (5 CCR 855)

1. UNLESS OTHERWISE SPECIFIED IN STATE REGULATIONS, Assessments in English language arts and mathematics shall be administered between the date on which at least 66 percent of the school's or track's annual instructional days for grades 3-8, or at least 80 percent of the annual instructional days for grade 11, have been completed, BUT NO EARLIER THAN THE SECOND TUESDAY IN JANUARY, and the last day of instruction for the regular annual calendar of the school or track, BUT NO LATER THAN JULY 15 OR, IF JULY 15 IS NOT A WEEKDAY, THEN THE NEXT WEEKDAY FOLLOWING JULY 15.
2. All THE CAA FOR science assessments, including CAPA and CMA, shall be administered during an available testing window ANNUALLY of 25 BEGINNING ON A DATE IN SEPTEMBER AS DETERMINED BY CDE THROUGH THE LAST DAY OF instructional days that includes 12 instructional days before and after completion of 85 percent of FOR the REGULAR ANNUAL CALENDAR OF THE school's, or track's, or program's annual instructional days, BUT NO LATER THAN JULY 15 OR, IF JULY 15 IS NOT A WEEKDAY, THEN THE NEXT WEEKDAY FOLLOWING JULY 15.

**STATE ACADEMIC ACHIEVEMENT TESTS (cont.)**

3. ~~Beginning in the 2016/2017 school year, t~~The CASA, IF ADMINISTERED, shall be administered TO ENGLISH LEARNERS during WITHIN the ~~available~~ testing windows specified in Item #1.

WITHIN THE ABOVE TESTING WINDOWS, THE SUPERINTENDENT OR DESIGNEE MAY DESIGNATE ONE TESTING PERIOD FOR EACH SCHOOL OR TRACK OR, IF A SCHOOL HAS MULTIPLE TRACKS, A SELECTED TESTING PERIOD FOR EACH TRACK. THE DISTRICT SHALL NOT EXCEED SIX SELECTED TESTING PERIODS WITHIN THE AVAILABLE TESTING WINDOW. THE TESTING PERIOD SHALL BE NO FEWER THAN 25 CONSECUTIVE INSTRUCTIONAL DAYS AND MAY BE EXTENDED UP TO AN ADDITIONAL 10 CONSECUTIVE INSTRUCTIONAL DAYS IF STILL WITHIN THE AVAILABLE TESTING WINDOW SET FORTH IN ITEMS #1-2 ABOVE. (5 CCR 855)

Students who are absent during testing shall be provided an opportunity to take the tests within the testing window.

**Testing Variations**

ALL CAASPP ~~achievement tests and primary language test~~ shall be administered in accordance with the manuals or other instructions provided by the test contractor ~~and~~ OR CDE, except that, as appropriate, the following testing variations may be used: (5 CCR 850, 853-854.4)

1. Universal tools specified in 5 CCR ~~853.5~~ 854.1-854.4 may be used with any student.
2. Designated supports specified in 5 CCR ~~853.5~~ 854.1-854.4 ~~and, if an English learner, in 5 CCR 853.7,~~ may be used with a student for whom the need has been indicated by an educator or team of educators, with parent/guardian and student input as appropriate, or for whom the need is specified in the student's IEP or Section 504 plan.
3. Accommodations specified in 5 CCR ~~853.5~~ 854.1-854.4 may be used with a student with disabilities when included in the student's IEP or Section 504 plan as resources that are regularly used in the classroom for the student's instruction and/or assessment(s). Such accommodations shall be either utilized in the assessment environment or consist of changes in procedures or materials that increase equitable access during the assessment.

**STATE ACADEMIC ACHIEVEMENT TESTS (cont.)**

4. An unlisted resource that has not been specifically identified as an approved universal tool, designated support, or accommodation may be used with a student who has an IEP or Section 504 plan provided that the resource is one that is regularly used in the classroom for instruction and/or assessment and the CDE has approved its use. At least 10 business days prior to the student's first day of CAASPP testing, the District or school site test coordinator may electronically submit a request to the CDE for approval to use that unlisted resource during that year. If the CDE determines that the unlisted resource changes the construct being measured, the unlisted resource may nevertheless be used with the student in order to generate an individual score report even though the student shall not be counted in the participation rate for accountability measures. (5 CCR 854.9)

In the administration of the CAA to a student with significant cognitive disabilities, the student may have all instructional supports that may be used in daily instruction or assessment, including language and physical supports, with the exception of any inappropriate test practices listed in test administration manuals. (5 CCR 850, 854.5)

**Reports of Test Results**

For any state assessments that produce valid individual student results, the Superintendent or designee shall forward or transmit the student's test results to ~~his/her~~ THE STUDENT'S parents/guardians within 20 working days from receipt of receiving the results from the test contractor or, if the District receives the results from the contractor after the last day of instruction for the school year, then within the first 20 working days of the next school year. The report shall include a clear explanation of the purpose of the test, the student's score, and its intended use by the District. An individual student's scores shall also be reported to ~~his/her~~ THE school and teacher(s) and shall be included in ~~his/her~~ THE student record. (Education Code 60641; 5 CCR 863)

(cf. 5125 - Student Records)

With parent/guardian consent, the Superintendent or designee may release a student's test results to a postsecondary educational institution for the purposes of credit, placement, determination of readiness for college-level coursework, or admission. (Education Code 60641)

The Superintendent or designee shall present Districtwide, school-level, and grade-level results to the Board of Education at a regularly scheduled meeting. The Board shall not receive individual students' scores or the relative position of any individual student.

**STATE ACADEMIC ACHIEVEMENT TESTS (cont.)**

(Education Code 49076, 60641)

**Chino Valley Unified School District**

Regulation approved: May 23, 2002

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Revised: October 6, 2016

REVISED:



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** October 6, 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 ADMINISTRATIVE REGULATION 1312.4  
COMMUNITY RELATIONS – WILLIAMS 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. Administrative Regulation 1312.4 Community Relations – Williams Uniform Complaint Procedures is being revised to reflect new state regulations which amends the definition of "beginning of the year or semester" and to clarify that the principal or Superintendent's designee is required to send a written resolution of the complaint to the mailing address of the complainant when the complainant has indicated on the complaint form a desire to receive a response to the complaint.

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 Administrative Regulation 1312.4 Community Relations – Williams Uniform Complaint Procedures.

**FISCAL IMPACT**

None.

NE:RR:IB:ED:mcm

## Community Relations

AR 1312.4 (a)

### WILLIAMS UNIFORM COMPLAINT PROCEDURES

#### Types of Complaints

The District shall use the following procedures to investigate and resolve complaints when the complainant alleges that any of the following has occurred: (~~Education Code 35186; 5 CCR 4681, 4682, 4683~~)

1. INSUFFICIENCY OF ~~textbooks~~ and instructional materials, INCLUDING ANY COMPLAINTS ALLEGING THAT: (Education Code 35186; 5 CCR 4681)
  - a. A ~~pupil~~ STUDENT, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
  - b. A ~~pupil~~ STUDENT does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each ~~pupil~~ STUDENT.
  - c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
  - d. A ~~pupil~~ STUDENT was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

~~(cf. 6161.1 - Selection and Evaluation of Instructional Materials)~~

2. Teacher vacancy or misassignment, INCLUDING ANY COMPLAINTS ALLEGING THAT: (Education Code 35186; 5 CCR 4682)
  - a. A semester begins and a teacher vacancy exists.
  - b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner ~~pupils~~ in the class.

~~(cf. 4112.22 - Staff Teaching Students of Limited English Proficiency)~~

- c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

**WILLIAMS UNIFORM COMPLAINT PROCEDURES**

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester. (Education Code 35186; 5 CCR 4600)

Beginning of the year or semester means the TIME PERIOD FROM THE first day STUDENTS ATTEND classes ~~necessary to serve all the pupils FOR A YEAR-LONG COURSE OR SEMESTER-LONG COURSE THOUGH enrolled are established with a single designated certificated employee assigned for the duration of the class,~~ but not later than 20 working BUSINESS days afterWARD. ~~the first day pupils attend classes for that semester.~~ (5 CCR 4600)

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

3. **CONDITION OF SCHOOL Facilities, INCLUDING ANY COMPLAINTS ALLEGING THAT** (Education Code 35186; 5 CCR 4683):

- a. A condition poses an emergency or urgent threat to the health or safety of ~~pupils~~ STUDENTS or staff.

Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of pupils or staff while at school, including but not limited to, gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff; structural damage creating a hazardous or uninhabitable condition; or any other condition deemed appropriate. (Education Code 17592.72)

**WILLIAMS UNIFORM COMPLAINT PROCEDURES**

- b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5.

Clean or maintained school restroom means a school restroom has been cleaned or maintained regularly, is fully operational, and has been stocked at all times with toilet paper, soap, and paper towels or functional hand dryers. (Education Code 35292.5)

Open restroom means the school has kept all restrooms open during school hours when pupils are not in classes and has kept a sufficient number of restrooms open during school hours when pupils are in classes. This does not apply when the temporary closing of the restroom is necessary for pupil STUDENT safety or to make repairs. (Education Code 35292.5)

~~4. High school exit examination intensive instruction and services~~

~~A pupil, including an English learner, who has not passed the exit exam by the end of grade 12 was not provided the opportunity to receive intensive instruction and services pursuant to Education Code 37254(d) (4) and (5) after completion of grade 12 for two consecutive academic years or until the pupil has passed both parts of the exam, whichever comes first. (Education Code 35186)~~

(cf. 6162.52 - High School Exit Examination)

(cf. 6179 - Supplemental Instruction)

**Filing of Complaint**

A complaint alleging any condition(s) specified in items #1-3 in the section entitled "types of complaints" above shall be filed with the principal or designee at the school in which the complaint arises. The complaint about problems beyond the authority of the principal or designee shall forward to the Superintendent or designee in a timely manner, but not to exceed 10 working days. Complaints may be filed anonymously. (Education Code 35186; 5 CCR 4680)

~~A complaint alleging any deficiency specified in item #4 in the section entitled "types of complaints" above shall be filed with a district official designated by the Superintendent. Such complaints may be filed at the district office or school site and shall be immediately forwarded to the Superintendent or designee. (Education Code 35186)~~

## WILLIAMS UNIFORM COMPLAINT PROCEDURES

### Investigation and Response

The principal or designee OF THE SUPERINTENDENT shall make all reasonable efforts to investigate any problem within ~~his/her~~ THE PRINCIPAL'S OR DESIGNEE'S authority.

THE PRINCIPAL OR SUPERINTENDENT'S DESIGNEE ~~He/she~~ shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code 35186; 5 CCR 4685)

If the complainant has indicated on the complaint form ~~that he/she~~ A DESIRE TO RECEIVE ~~would like~~ a response to the complaint, the principal or SUPERINTENDENT'S designee shall SHALL SEND WRITTEN ~~report the~~ resolution of the complaint to THE MAILING ADDRESS OF THE COMPLAINANT AS INDICATED ON THE COMPLAINT ~~him/her~~ within 45 working days of the initial filing of the complaint. ~~If a response is requested, the response shall be made to the mailing address of the complainant as indicated on the complaint form.~~ At the same time, the principal or designee shall report the same information to the Superintendent or designee. (Education Code 35186; 5 CCR 4680, 4685)

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code 35186)

If a complainant is not satisfied with the resolution of the complaint, ~~he/she~~ THE COMPLAINANT has the right to describe the complaint to the Board at a regularly scheduled meeting. (Education Code 35186; 5 CCR 4687)

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of ~~pupils~~ STUDENTS or staff as described in item #3(a) in the section entitled "types of complaints" above, a complainant who is not satisfied with the resolution proffered by the principal or Superintendent or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code 35186; 5 CCR 4687)

All complaints and written responses shall be public records. (Education Code 35186; 5 CCR 4686)

(cf. 1340 - Access to District Records)

## WILLIAMS UNIFORM COMPLAINT PROCEDURES

### Reports

The Superintendent or designee shall report summarized data on the nature and resolution of all complaints to the Board and the County Superintendent of Schools on a quarterly basis. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. These summaries shall be publicly reported on a quarterly basis at a regularly scheduled Board meeting. (Education Code 35186; 5 CCR 4686)

### Forms and Notices

The Superintendent or designee shall ensure a Williams complaint form is available at each school. However, complainants need not use the district's complaint form in order to file a complaint. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall ensure that the district's complaint form contains a space to indicate whether the complainant desires a response to ~~his/her~~ THE complaint and specifies the location for filing a complaint. A complainant may add as much text to explain the complaint as ~~he/she wishes~~ DESIRED. (Education Code 35186)

The Superintendent or designee shall ensure that a notice is posted in each classroom in each school containing the components specified in Education Code 35186.

### Legal Reference:

#### EDUCATION CODE

1240 County superintendent of schools, duties  
 17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account  
 33126 School accountability report card  
 35186 Williams uniform complaint procedure  
 35292.5 Restrooms, maintenance and cleanliness  
 37254 Supplemental instruction based on failure to pass exit exam by end of grade 12  
 48985 Notice to parents in language other than English  
 60119 Hearing on sufficiency of instructional materials  
CODE OF REGULATIONS, TITLE 5  
 4600-4687 Uniform complaint procedures, especially:  
 4680-4687 Williams complaints

### Management Resources:

#### WEB SITES

California School Boards Association: [www.csba.org](http://www.csba.org)  
 California County Superintendents Educational Services Association: [www.ccsesa.org](http://www.ccsesa.org)  
 California Department of Education, Williams case: [www.cde.ca.gov/eo/ce/wc/index.asp](http://www.cde.ca.gov/eo/ce/wc/index.asp)  
 State Allocation Board, Office of Public School Construction: [www.opsc.dgs.ca.gov](http://www.opsc.dgs.ca.gov)

**WILLIAMS UNIFORM COMPLAINT PROCEDURES**

**Chino Valley Unified School District**

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